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

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To inspire each student to extraordinary achievement every day

June 12, 2025

VIA OVERNIGHT DELIVERY AND E-MAIL (without exhibits)

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

Highlands Community Charter and Technical Schools Board of Directors:
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Rick Jones - captainrick513@gmail.com
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Notice of Violation Pursuant to Education Code Section 47607
California Innovative Career Academy

Dear HCCTS Board of Directors and Mr. McGuire:

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

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

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

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

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

I. BACKGROUND

On or about June 25, 2019, the Board conditionally approved the petition for the establishment of CICA with a give-year charter a term from July 1, 2019, through June 30, 2024 ("Charter").[1] CICA is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS"), a California nonprofit public benefit corporation, and its Board of Directors.

The District and the Charter School also entered into a Memorandum of Understanding ("MOU") on or about February 25, 2020, to document the arrangement and agreement between the parties regarding CICA's program, operation, structure, and obligations. Subsequent amendments to the MOU approved by the Board extended its term through June 30, 2027. On or about January 23, 2024, the District and CICA subsequently agreed to Amendment No. 3 of the MOU ("MOU Amendment No. 3") which, among other things, confirmed the District's authorization of specified locations CICA had established for charter school operations and made other clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight.

MOU Amendment No. 3 provides in part:

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

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

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

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

Specifically, Education Code section 47607(f) provides the following:

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

The District has determined that CICA has materially violated the conditions, standards, and procedures of its Charter, failed to meet generally accepted accounting principles or engaged in fiscal mismanagement, and violated the law as set forth below, warranting issuance of this Notice of Violation. Relevant documents are attached to this Notice as Exhibits.

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

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

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

(3) The period of time that the chartering authority has concluded is a reasonable period of time for the Charter School to remedy or refute the identified violations. In identifying the time period that will serve as the charter school's reasonable

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

opportunity to remedy the identified violations, the District has considered the amount of time reasonably necessary to remedy each identified violation.

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

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

II. VIOLATIONS OF THE CHARTER

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

A. Grade Level Changes

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

CICA's Charter only authorizes the Charter School to provide instruction to students in grades 1, 2, and 12. However, CICA enrolled students in grades 9 and 10 without submitting a material revision request, in violation of its Charter and Education Code section 47604(a)(4).

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

B. Location Changes

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

In addition, on October 3, 2024, October 17, 2024, and November 7, 2024 the HCCTS Board of Directors approved multiple locations for CICA operations which are not

included in the list of approved locations identified MOU Amendment No. 3. The District has sent multiple communications regarding HCCTS' addition of locations without submitting a material revision request. In a Notice of Concern dated April 23, 2025, the District outlined specific steps that must be taken to address discrepancies and comply with MOU Amendment No. 3. To-date, no material revision request has been submitted for these locations and CICA continues to operate at these locations in violation of the MOU Amendment No. 3 and Education Code section 47605(a)(4). *(See Exhibit A, C, and I.)*

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

III. VIOLATIONS OF LAW

CICA has committed the following violations of law:

A. Failure to Submit Annual Independent Audit Report

Education Code section 47064.33(a) requires that all charter schools file certain periodic financial reports, including annual audits. Likewise, section 47064.33(b) recognizes the importance for the charting authority to rely on these and any other financial reports in carrying out its oversight duties and "monitoring the fiscal condition of [a] charter school." (Ed. Code, § 47064.33(b).) Additionally, Education Code § 47605(m) requires charter schools to, "...transmit a copy of its annual, independent financial audit report for the preceding fiscal year...to its chartering authority...by December 15 of each year."

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

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

Failure to respond timely and adequately to inquiries regarding its annual, independent financial audit report and operations at facilities constituting a violation of § 47604.3. *(See Exhibit C and D.)*

B. Credential Misassignments

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

HCCTS has provided instruction to its students using teachers who do not hold the appropriate credential as required by the Education Code. In correspondence dated March 17, 2025, HCCTS represented that Nancy Mora, Credentials Technician from San Diego County Office of Education ("SDCOE"), provided them with a recommendation that the Adult Education Credentials would be the appropriate credential for HCCTS teachers of record in a general education K-12 assignment. The District inquired with the California Commission on Teacher Credentialing ("CTC") and in correspondence dated March 11, 2025, received clarification confirming that the SDCOE's interpretation was incorrect: "While the credential was not designed only for providing instruction in an adult setting like the Designated Subjects Adult Education teaching credential, both the Multiple Subject and Single Subject teaching credentials authorize teaching in classes for adults in the respective classroom settings…" HCCTS failed to seek guidance from the CTC regarding credential requirements, but instead relied on faulty information from the Ms. Mora resulting in disallowed ADA. (*See Exhibit G*)

C. Failure to Track Minimum Instructional Minutes

California Education Code 47612.5 mandates that charter schools provide a minimum number of annual instructional minutes equivalent to those required of traditional public schools. Before March 2025, CICA did not have a process or documentation to ensure compliance with minimum instructional minutes. On September 9, 2024, Melissa Roberson, Director of Accountability and Assessment, HCCTS stated "Due to the nature of independent study, CICA does not currently have an instructional minutes report."

By correspondence dated October 30, 2025, the District notified HCCTS that the requirement to meet minimum instructional minutes was outlined in Education Code 47612.5 and CICA's Charter, which states "CICA will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served." In the October 30 correspondence, the District requested the documentation that CICA uses to ensure the minimum number of instructional days and minutes are being met.

HCCTS responded on November 26, 2024, and stated that while pacing guides had been created at the beginning of the 2023-24 year to ensure compliance with minimum instructional minutes, HCCTS had only recently submitted the pacing guides to their legal counsel to evaluate the documentation. HCCTS stated that they would "make any necessary adjustments" and provide the District with the information after they were presented to the HCCTS Board of Directors.

By correspondence dated February 19, 2025, the District requested an update regarding the original request regarding how CICA ensures that the minimum number of

instructional days and minutes are being met. On March 24, 2025 HCCTS provided a 20-page response. The March 2025 response from HCCTS failed to adequately address the request and caused additional concerns as outlined below:

- Potential material changes to the instruction model to a Course-Based Independent Study delivery. This would require the HCCTS Board approval as outlined in Education Code 51749.5. If CICA has moved to a Course-Based Independent Study model the District does not believe the pacing guides contain all of the required information that the HCCTS Board of Directors would need to certify the minutes.

- The hours listed for each course are not totaled and, in some cases, do not meet minimum instructional minute requirements as outlined in Education Code 51747.5. Failure to include the total hours fails to provide the District with the originally requested information to outline how CICA ensures the minimum instructional minutes are being met.

- The documentation provided by CICA omitted any explanation for assignments during weeks that might have less than five school days and how the requirements are met for those weeks, which reflects an overall inadequate explanation with their pacing guides.

- HCCTS failed to explain if all students are required to carry a full workload, which is required information in order to determine whether the minimum instructional minutes are being met.

- The April 2025 documentation appears to have errors as some of the assignments show 7.24 hours while others show 7.25 hours. These errors include an issue with the English A course in which there are no time valuations for the "Guided Notes Completion" column. While this may be correct, there is no explanation regarding how this course would total 103.2 hours as represented by HCCTS.

- The District notes additional concerns with the English C and Pre-Algebra A for which total hours and an explanation for discrepancies would be required to fully show the minimum instructional minutes are being met.

- Upon review of the calendar which was attached to HCCTS March 2025 response, the District was unable to verify 204 days. The start date on the calendar is July 8, 2025, which would be more than 204 days, however, the HCCTS May 15, 2025 Board meeting had a completely different calendar which indicates the first day of school as August 6, 2025.

The above demonstrates CICA's fiscal mismanagement and violation of the law. *(See Exhibit E.)*

D. Violation of Exclusive Partnership Agreement

During its 2024–25 oversight review, the District discovered that HCCTS had allowed individuals who were not enrolled students to participate in its Career Technical Education (CTE) Truck Driving program. This practice violates the legal requirement that instruction

be provided exclusively in partnership with Workforce Innovation and Opportunity Act (WIOA) programs. According to HCCTS, this practice began in 2014 at the direction of a Board member, was supported by the Executive Director, and continued with Board approval through the 2024–25 school year. The issue was previously raised during the 2018 FCMAT audit of HCCS. In a letter dated June 22, 2018, HCCTS asserted that Education Code sections 47612.1(a) and 47605.1 requires a charter school "provide instruction exclusively in partnership with WIOA," but does not require the charter school to "operate exclusively in partnership with" WIOA. While the District agrees with the interpretation of law as outlined by HCCTS in its letter dated June 22, 2024, the practice of providing instruction to non-students as part of HCCTS' partnership with the Volunteers of America, Local 185 Union, Sacramento County Sheriff's Office, and the Sacramento Police Department, violates this agreement. *(See Exhibit H)*

VI. FISCAL MISMANAGEMENT

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

A. San Diego Administrative Location

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

MOU Amendment No. 3 does not include the San Diego location as an administrative site for CICA. However, on October 3, 2024 and November 17, 2024 HCCTS' Board of Directors adopted the location as an Admin Facility for both HCCS and CICA.

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

V. CONCLUSION AND REMEDY PERIOD

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

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

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

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

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

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

Sincerely,

Steve Martinez, Ed. D
Superintendent

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

Enclosures: Exhibits A-I

Exhibit A

CICA Charter Petition

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Petition for the California Innovative Career Academy

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

G

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

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Independent Study School Calendar

Preface

Highlands Community Charter and Technical Schools (HCCTS), a California Public Benefit Corporation, is submitting this Charter Petition to start California Innovative Career Academy (CICA). This petition represents an opportunity for Twin Rivers Unified School District to have a greater number of its parents and other adult community members served, such that they can receive the opportunity to earn a high school diploma, and thus also help the children of the district. Since there is a limited amount of consortium dollars that are available to fund Twin Rivers Adult School, California Innovative Career Academy will further extend Twin Rivers' capability to serve these adult students without taking away resources from its own schools, just as California Innovative Career Academy has already extended Twin Rivers' ability to serve parents and other adults without losing resources.

The reason HCCTS wishes to start California Innovative Career Academy separate from its existing California Innovative Career Academy is simple: the current charter school is classroom-based, which means that all students must have at least 80% of their days of attendance within a classroom. However, most adults need to work, and even with a part-time job, they often cannot make the state mandated number of hours of classroom attendance. Thus, by having the Independent Study School, we would be able to help more of our community members, including many Twin Rivers Unified School District parents, succeed.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I, Murdock Smith, hereby certify that the information submitted in this application for California Innovative Career Academy, located within the boundaries and authority limits of the Twin Rivers Unified School District, is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school. California Innovative Career Academy (also referred to herein as "CICA" and "Charter School") shall:

- California Innovative Career Academy will commence services prior to September 30, 2019. The target date for the beginning of instruction is July 8, 2019: which will ensure compliance with Education Code Section 47652(c).

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations.

- Not charge tuition.

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

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

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

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

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

- Meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary.

- Ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers.

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

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

- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.

- On a regular basis, consult with its students, parents and teachers regarding CICA education programs. (Ed. Code § 47605(c).)

- Comply with any jurisdictional limitations to locations of its facilities.

- Comply with all laws establishing the minimum and maximum age for public school enrollment.

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

- Comply with the Public Records Act.

- Comply with the Family Educational Rights and Privacy Act.

- Comply with the Ralph M. Brown Act.

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

_____ _____

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

April 8, 2019

Element 1: The Educational Program

Governing Law*: *A description of the educational program of the School, designed, among other things, to identify those whom the School is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.

-- California Education Code Section 47605 (b) (5) (A) (i)

In accordance with California Education Code Sections 47605.1(g) and 47612.1, all instruction with CICA will be provided exclusively in partnership with the Greater Sacramento Urban League, a WIOA-funded organization, or other legally allowed exclusive partnership. Adult students who meet the terms of the partnership agreement and statutory requirements may be served by CICA.

California Innovative Career Academy will have a sound educational program that primarily serves unserved and underserved adults. We believe that the biggest challenge of the 21st century has been, and will continue to be, how to have the skills and knowledge to be able to have a livable-wage job, which includes students learning to become self-motivated, competent in specific "hard" and "soft" skills, and recognize that they need to be lifelong learners to keep up with a changing landscape of technology and legal requirements. While our school is a cohesive "whole," with all courses complementing each other, these courses can be configured in different permutations to build customized programs for different target populations.

1.1 Overview

Location	1333 Grand Avenue Sacramento, CA 95838
Educational Focus	CICA will provided an educational opportunity that offers California standards-aligned curriculum, instruction designed to maximize the growth of all students, and a goal-oriented program of helping every student realize his or her potential.
Grades Served	Serving adults 22 years of age and older, who do not have a U.S. high school diploma.
Flexible Instruction	All students will be provided curriculum that meets the California standards for their grade level with high-interest delivery and regular and purposeful assessment.
Mission of School	We are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.
Schools Like Highlands Community Charter School	California Innovative Career Academy offers a valuable alternative for students seeking independent study opportunities; the school supports their learning through one-on-one and online curriculum led by qualified teachers.
For more information	Web site: www.CICA.org Email: Murdock.smith@CICA.org Phone: (916) 844-2283

Our Beliefs about Education

Our school is being founded on the idea that giving opportunities for appropriate education to students who have been previously unserved benefits not only these individuals but benefits society as a whole. We believe that California needs more "tax makers" not "tax takers," and that well-designed schools, particularly for adults, will make this a reality such that the overall tax burden of California will go down, and the overall well-being of all residents of California will go up.

We believe that education needs to target the ultimate needs of students, such that they gain relevant skills and knowledge to be successful in their lives. We believe different students have different needs, so following a Theory of Constraints model, it is critical to have education that targets those specific needs, otherwise success will not occur. We recognize that all 21st century careers require technical skills and the ability to apply theory and academics to support those skills.

We believe that we must strive for greater efficiency and productivity in the learning process to help students to succeed, but that efficiency and effectiveness are only gained when students can retain and apply what they learn, and any "accelerated" program in which students can not apply the skills and knowledge they learned is actually decelerated learning, or worse.

We believe in making data-driven decisions in line with the scientific method, such that strategies are clearly planned for the long-term, but that logistics are only detailed for the short-term, with the understanding that the future is unknown, partly unknowable, and schools must have the ability to be flexible and adapt to an ever changing environment.

We believe in accountability to accurate principles. We believe there are mutually exclusive philosophies of either falsely believing we already know all the answers, or truly knowing that we can determine the answers as we gain more knowledge. We recognize that all forms of evaluation, whether of student learning, faculty teaching, accuracy and relevancy of content, or effectiveness of methodology will always have error, and that it is our job to reduce the error, and determine which direction is best for the system as a whole. We believe in sharing what we have learned and developed with others, such that we support open content, open source software, and open access to information.

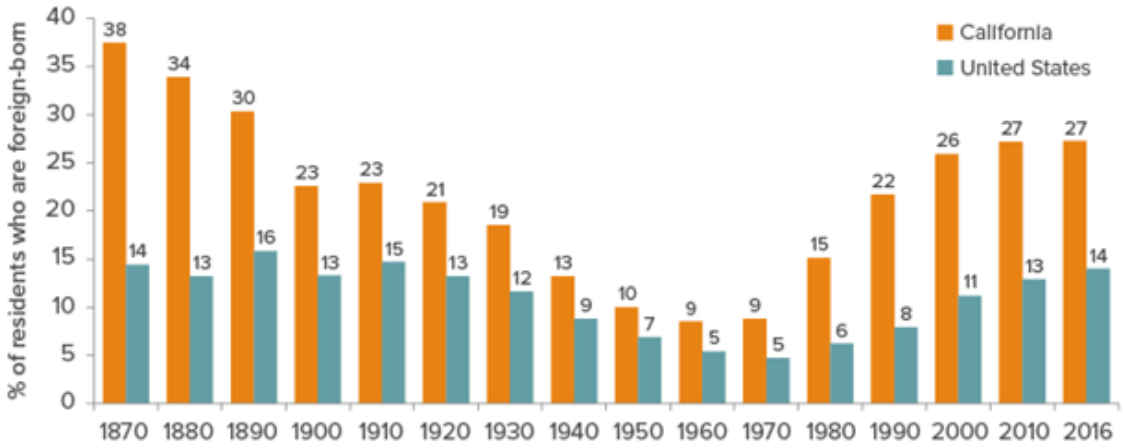
It is on this strong foundation of principles that our petition for a multi-campus adult-serving charter school is being Submitted, and from which we believe success will result.

1.2 Community Characteristics and Need

California

Immigrants in California (A Community of Immigrants)

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



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

Sacramento's Demographic Information

In 2002, the Civil Rights Project at Harvard University labeled Sacramento the most diverse city in the United States. According to the US Census Bureau as of July 2017, the population of Sacramento is 45% white, 23% Hispanic, 16% Asian, 11% black, and 6% are two or more races. Demographers expect the minority population to continue to grow in Sacramento and it is estimated that by 2050 Sacramento will grow by 54%. It is estimated that in Sacramento 62% of the population speaks English as a first language while 38% are English learners. In Sacramento, our minority populations are more likely to experience poverty than the white population. In Sacramento only 14% of the white population is socioeconomically disadvantaged, compared to 28% of the black population, 27% of the Hispanic population, 26% of the Native population, and 23% of people who identified as two or more races.

Sacramento's Workforce

Approximately 62% of people living in Sacramento are participating in the workforce with employment at 56% and unemployment at 10.5%. Minority groups have higher rates of unemployment with 17% unemployment for our black population, 15% for people who identified as two or more races, and 14% for Native Americans. Level of education is directly related to employment with a positive linear relationship. As of 2017, the median income in Sacramento was $60,239 with just over 14% of people in Sacramento living in poverty.

Sacramento's Education

For people living in Sacramento without a high school education, only 56% of them are employed compared to 70% of high school graduates, 78% with some college, and 87% for those with a bachelor's degree or higher. Within the Twin Rivers Unified School District, 31.7% of students drop out between ninth and twelfth grade with nearly 500 more students who stay enrolled through twelfth grade but do not graduate. According to the 2010 Census, up to 20% of adults living in the Twin Rivers Unified School District do not have a high school diploma or equivalent (Public Policy Institute of California, 2012). According to the US Census data in 2017, approximately 30% of people living in Sacramento have a bachelor's degree, while the remaining 70% do not.

The Need for California Innovative Career Academy

The area covered by the Twin Rivers Unified School District has tremendous educational needs. While some of these needs were met in the past by the adult education program of Twin Rivers Unified School District, with budget cuts, most of these opportunities have gone away for those who do not have a U.S. high school diploma. This has greatly impacted student access to dropout recovery, as well as programs serving ex-offenders and immigrants. All of these groups not only have a direct need for services, but by helping them, we also help the state of California by reducing welfare services, reducing recidivism, increasing the tax base, and increasing the cohesiveness of our society.

The Need for Dropout Recovery

Research has demonstrated that within a school year a student drops out of high school every 9 seconds in the United States (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). Further, according to the California State Legislature, "Research suggests that fewer than 70 percent of 9th grade pupils in California, and in some school districts, fewer than 50 percent, graduate from high school" (Carter, 2011).

The Need to Educate Ex-Offenders

High school dropouts are much more likely to become incarcerated, and many families in the Twin Rivers district are affected by having a family member who is an ex-offender. California Innovative Career Academy will be able to help rehabilitate these ex-offenders and provide them real job skills. By being able to provide for their family in a legitimate manner, the children of the ex-offenders will have better role models and be more likely to break the cycle of crime. Without serving this unserved population, the problem will just continue to grow in the Twin Rivers district.

Beyond the family, the community benefits when ex-offenders gain the skills needed to get a livable-wage job. For example, in our Truck Driving program, Linda Fowler (Site Administrator) has had as low as a 7% recidivism rate (California Performance Review Panel, 2004). This lowers the tax-burden to the community and California by these "tax-takers becoming tax-makers," to quote County Supervisor Phil Serna.

The Need to Educate and Acclimate Immigrants

Sacramento has been labeled "America's Most Diverse City" (Stodghill & Bower, 2002), with many first generation immigrants. It is critical that new immigrants are able to learn the most common language and cultural norms of the United States to integrate and identify with being part of our nation. Without having this opportunity, immigrants tend to stay in their own ethnic communities, which then makes our nation becomes less of a United States of America. CICA will provide educational opportunities for immigrants to learn English, obtain U.S. Citizenship, and get a U.S. high school diploma.

Benefits and Potential Impact on Twin Rivers Unified School District

CICA will have a positive benefit to the Twin Rivers Unified School District. Given that CICA will serve adults, no students will come from existing Twin Rivers traditional K-12 schools. Further, by educating the parents of students in the Twin Rivers traditional K-12 schools, these younger students will likely have greater academic success. By being an independent charter school, Twin Rivers Unified School District will not take on any risk and insurance costs of the charter school. The general benefits of having an adult-serving charter school can be found in "Reasons and Methods for California School Districts to Transfer Adult Education Services to Adult-Serving Charter Schools" (Walker, 2013a).

Aims and Vision of Our School

Our mission is simple: *To Serve the Unserved*.

This petition contains an ambitious proposal that is quite achievable to build a charter school that targets key unserved groups of adult students and can provide the appropriate primary and secondary career technical education to help students from these groups to succeed.

CICA will serve those who don't have a U.S. high school diploma and within this set we'll focus on general high school dropouts, parents, immigrants, and ex-offenders.

Content of Curriculum

It is clear that in the 21st century, being an "educated person" means more than learning traditional academics. Statistics usually slice the population into categories based solely on level of academic attainment, showing that college graduates tend to do better in the job market than those with only a diploma, who in turn tend to do better than high school dropouts.

But these statistics can be misleading, because surveys of employers show that they want skills and experience in their employees. This is why graduates with career focused degrees, such as engineering, law, or health care degrees, do better in the job market than those who have English or philosophy degrees. Further, it is why "blue collar" workers who are highly skilled generally do just as well, if not better than, college graduates. We believe that the elitism of believing that the only path to success is through a college degree needs to end. This is why CICA will be a career technical education (CTE) focused school, which will work to ensure that all graduates have the knowledge and skills in a specific career pathway, such that they are sufficiently competent to gain employment upon graduation, and also to be prepared to enter a community college or postsecondary vocational school, if they so choose.

This is clearly in line with the eight (8) state priorities, as the mission statement for the Common Core State Standards states: "The standards are designed to be robust and relevant to the real world, reflecting the knowledge and skills that our young people need for success in college and careers." CICA believes that there is no better way to teach to the standards and accomplish this goal of preparing students for success in their real-world careers than through teaching the standards in line with career technical education (CTE).

We believe that it is critical to link academic topics to experiences that are relevant to students. This can clearly be seen in a study of high school dropouts which showed that 81 percent of dropouts said there should be more opportunities for real-world learning. This study also gave evidence that many dropouts want more experiential learning and want to see a connection between school and getting a good job (Bridgeland, DiIulio, Jr., & Morison, 2006).

As an example of how we will accomplish this, one of the industry sectors that our school will focus on is that of transportation, initially including truck and bus driving, and later having both a Diesel Mechanic and Auto Body Repair program. In these career pathways, we plan to offer a course in the Algebra and Physics of Transportation, in which students will learn to apply the Common Core High School Algebra Standards through learning the Physics of how Vehicles work, aligned with the California Science Standards. Similar integrated academic courses will exist with English Language Arts, where Common Core emphasizes reading and writing technical documents.

Other industry sectors that CICA plans to provide career pathways within include transportation (Truck & Bus Driving, Diesel Mechanic, Auto Body Repair), building and construction trades (HVAC/R, Metal Fabrication, and other construction trades), education (Vocational Parent Education Program), information and communication technologies (Office Technician), and marketing, sales, and services (Entrepreneurship).

In addition to integrated academics that are career focused, we plan on using curriculum developed by Five Keys Adult Charter School that helps relate academic topics to the lives of our students. For example, in our U.S. History course we will have a component of "Forced and Voluntary Migration in the U.S.," in which students can understand the history of African American migration to and through the United States. Another example includes English and Civics curriculum which focuses on Restorative Justice, to help ex-offenders and family members of ex-offenders understand the importance of attempting to make up to society for the deeds that have been done.

For some of our students who are immigrants, they may already have gained sufficient job skills and experience previous to immigrating to the United States, but lack the necessary level of English to obtain employment. Many of these students will have completed part of their education from their homeland, and CICA will use well-established methods to translate and evaluate their prior learning to grant credit.

CICA will offer some traditional academic content where it is appropriate. For this content, we will often utilize open resources like Khan Academy, which is aligned to Common Core and other standards. Their freely available videos and practice problems have been praised by Bill Gates and others, and allow students to learn at their own pace, with both classroom work, and homework.

Delivery of Content

There are several factors that CICA instructors will take into account for learning to best occur with their students. First and foremost, the method of instruction must correspond with the content that must be learned. For example, psychomotor skills such as truck driving or typing cannot be learned by only reading a book and taking tests. Learning these skills will require practice, making small mistakes, and learning from mistakes. Doing this continual practice requires motivation, but the desire for a job to support their families, is a strong motivator for many adults.

For cognitive learning, motivation is equally important. There are multiple methods of motivating students, and CICA instructors will strive to make the material interesting to students. Further, studies show that without sufficient prior knowledge, students have gaps in their learning that prevent them from gaining new knowledge. CICA will use the CASAS assessment along with other assessment tools for new students, to determine which areas the student needs the most help with. Students often need to be able to review a topic and tackle it from different angles in order to comprehend an idea. Further, just as with psychomotor skills, practice makes permanent.

For affective learning, such as acting in an ethical manner or having a good work ethic, different students can be reached in different ways. For instance, most students can have a sense of empathy for others, and by role playing situations, they can start to understand the feelings of others and gain these values in an innate manner. However, psychologists have demonstrated that there are students who will be on the autism spectrum or have another psychological disorder and they may not have a natural sense of empathy. For these types of students, emphasizing human rights and the logic of ethics may be more effective.

After the specific type of learning is considered, instructors with CICA will assist students in learning best through considering individual differences between students. By having courses set in a more flexible and differentiated manner, students will be able to generally focus on the areas they have the most challenges in, and instructors will use multiple strategies to assist students in understanding a topic, with additional practice assignments for students to help them retain their knowledge. This also allows for the teachers to build a solid relationship with the students.

Since careers, by definition, require students to apply what they have learned, much of the education of CICA will exist at the higher levels of Bloom's Taxonomy, including analysis, synthesis, and evaluation of options. Project-based learning, simulations, and workplace learning will all be used for students to gain the skills necessary to succeed on the job and learn to apply the academic knowledge gained. For example, since some of the very large trucking companies have high turnover, and do not compensate newer drivers at a high wage, we have concluded that as part of Truck Driving, students will create a business plan to be an "owner-operator" of their own truck, including determining the cost of purchasing a truck (and interest for the loan), determining the fuel cost for hauling loads, and determining the regulations, taxes and fees they would be required to pay, in order to determine what their profit level and thereby their equivalent hourly wage would be.

CICA course structures will generally either be more set-paced or more self-paced in nature. Instructors with CICA recognize that there is a need for all students to be able to learn at an appropriate pace, such that they have sufficient time and differentiation of instruction to truly learn something before going on to a new topic, but that there is also value in students being pushed towards accomplishment and having sufficiently high expectations for students to achieve. Instructors are also cognizant of workplace expectations and ensuring students can work at a pace that would be acceptable in the workplace.

The school will offer instruction for at least 175 days a year using independent study contracts referred to as a Master Agreement, attached hereto as Appendix A, and follow all applicable independent study laws (Education Code Section 51745-51749.6, and implementing regulations).

Individualized Learning Labs

It is CICA's preference to have courses structured as self-paced individualized learning labs, such that students may work mostly at their own pace, within certain time guidelines, set cooperatively by the instructor and student.

This course structure will commonly be used for core subjects; Individualized High School Learning Labs will be taught by ESEA highly qualified teachers who hold an appropriate California Teaching Credentials, such as an Adult Education Credential in Elementary and Secondary Basic Skills. In these Individualized Learning Labs, students will be in a classroom setting, and work individually on coursework, from a textbook or Internet resource, such as the Khan Academy. The classes will follow a "flipped" model, and the teacher will act more "in a flip" model as the "guide by the side," helping to answer questions, give guidance on particular topics, and evaluate student work. Some CTE courses and applied academic courses will also be structured in a similar fashion.

Set-Paced Courses

In some cases, there are benefits of the entire class following the same basic curriculum at the same time. This is often the case in CTE programs where group work may be common and where it may not be practical for an instructor to supervise multiple activities simultaneously (especially if there are safety hazards such as soldering, etc. that require close supervision).

Mixed-Paced Courses

Many of the applied academic courses and some CTE courses may take a mixed approach where students partly work in an individualized manner at their own pace, and also attend lectures by the instructor and participate in other set-paced projects.

Workplace Learning

According to a 2012 nationwide study of employers, conducted in part by The Chronicle of Higher Education, "An internship is the single most important credential for recent college graduates to have on their resume in their job search among all industry segments" (Reid, 2012). As such, California Innovative Career Academy will work to include Workplace Learning (Internship) opportunities in every career technical program that it conducts.

All Workplace Learning activities will be evaluated for their safety, qualified supervision, and learning opportunities. To comply with the Federal Fair Labor Standards Act, all Workplace Learning courses and activities for "for profit" businesses will meet the following six criteria:

- The workplace learning, even though it includes actual operation of the facilities of the employer, will be similar to training which could be simulated in a classroom-based course.
- The workplace learning experience is for the benefit of the student, and will enable the student to accomplish meaningful learning objectives. [Title 5 § 10072]
- The student will not displace regular employees, but works under close supervision of existing staff.
- The cost/benefit ratio to the employer will be neutral. This means that the cost of providing educational opportunity to students and the opportunity cost of the lower performance that a student has compared to an experienced employee will be equal or slightly greater than the economic benefit of the student help. Thus, the employer that provides the training derives no immediate advantage from the activities of the student; and on occasion its operations may actually be impeded.
- The student is not necessarily entitled to a job at the conclusion of the workplace learning.
- The employer and the student understand that the student is not entitled to wages for the time spent in the workplace learning

Unpaid Workplace Learning in the public sector and for non-profit charitable organizations, where the student volunteers without expectation of compensation, is generally permissible without needing to meet all six of the above criteria.

During the course of the pupil's enrollment in a Workplace Learning course, the student will receive a minimum of one hour per week of classroom instruction or counseling by the Coordinating Instructor, which may be offered in sessions scheduled intermittently throughout the course [EDC § 51760.3].

All Workplace Learning courses will have a formal training agreement with each employer involved. The written agreement shall identify the responsibilities of the student, employer, and parent and CICA shall outline the objectives that the student is to accomplish at the training site.

The Training Agreement will either include the purchase liability insurance for pupils enrolled in programs of study involving work experience, which may include work-based learning, or vocational education at locations off school grounds approved by the governing board, or require pupils to purchase insurance and to pass on the costs to CICA [EDC § 51760].

Each Workplace Learning activity will have a written instructional plan for students specifying the particular objectives, experiences, competencies, and evaluations that are required [COE 2-C-14].

This instructional plan will designate the on-site employer representative responsible for guiding and overseeing the students' learning experiences and participating in the students' written evaluations
[COE 2-C-15].

A Student's Instructional Plan will include [EDC § 51760.1]:

- Emphasis on learning in the workplace.
- Appropriate sequencing of experiences based upon the student's needs.
- Explicit aim to supplement, or systematically reinforce, classroom instruction in technical courses, academic courses, or both.
- Systematic attention to the development of 21st century skills, such as communication, problem solving, teamwork, project planning, and critical thinking.
- Built-in regular assessment and feedback.
- Appropriate involvement of students in choosing and structuring the experience.
- Clear and measurable learning outcomes.

Evaluation of Student Learning

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

1. To assist student learning as a diagnostics tool by determining which specific content areas a student has not mastered so they can improve their learning in that specific area.
2. To use aggregated measurements of student learning as part of the measurement of how the school as a whole is performing. (See 2.3 Measuring Pupil Outcomes) pg. #19
3. To determine if a student has met or exceeded the necessary level of competency such that they should gain formal recognition, such as a diploma, licensure, certification, etc.

Student learning will be individually evaluated through both professional judgment (grading) and standardized assessment. Students will be primarily graded based upon assessments related to their desired outcome. For courses that contain traditional academic curriculum, exams will be used. CTE courses will generally use authentic assessment methods, utilizing rubrics to determine the student's competence compared to the needs of industry.

Student learning will also be evaluated through standardized assessments, including regular CASAS testing that will help determine the students' gains in learning. CICA will apply for the The Dashboard Alternative School Status (DASS) which, if accepted, would allow CICA to solely use the CASAS to assess student learning. If CICA is not accepted for DASS, it will conduct appropriate California standardized testing (STAR Testing or upcoming Common Core based assessment).

Feedback to Students and Growth in Student Learning

CICA will have a philosophy of Mastery Learning, such that in courses that are more self-paced, students will receive qualitative feedback and will have the opportunity to improve based upon this feedback so that their learning can grow. In courses that are more set-paced, students will have the opportunity to redo specific assignments that the teacher allows and will have the opportunity to retake the course if they are not satisfied with their level of achievement.

Students Transferring to Another School or College

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

-- California Education Code Section 47605 (b) (5) (A) (ii)

Any information given to students will include information about WASC accreditation (when obtained). As CICA is not a college prep charter school, it will inform students that as a graduate they may enroll in a community college, or other college that does not require "A to G."

Within three weeks of the Charter School approval, CICA will be contacting the Western Association of Schools and Colleges (WASC) to schedule their initial visit.

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

Informing Students about the Transferability of Courses

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

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

1.3 Plans for Specific Populations

Plan for Students Who Are Academically Low Achieving

It is recognized that most of CICA students will not have succeeded in high school. This does not necessarily mean that they are academically low achieving, but statistically many will likely fit into this category. By having individualized learning labs, students can complete required work in more of a self-paced fashion, allowing them additional time to master a subject before proceeding. Further, courses that are more set-paced will be designed to incorporate multiple modalities of learning to assist all students to success, including those who may be academically low achieving in a traditional school setting. The use of content specific formative and summative assessments will be given to students to assess content mastery.

Plan for Students Who Are Academically High Achieving

Individualized learning labs will allow students who are academically high achieving to learn in an accelerated through summative assessment manner, so that they can complete their diploma quicker. The option to challenge course content will be developed to allow students who are academically higher achieving, the opportunity to challenge themselves to a higher level

Plan for English Learners

CICA will offer courses in English as a Second Language (ESL) at various levels, to serve English Learners (EL). Further, as many of these students will be immigrants, CICA plans to offer an integrated citizenship program, which will give civics and U.S. history credit.

In the ELD program, reading scores (as well as other test scores) will be used to place students into the appropriate class level. The CASAS Reading assessments will allow us to identify pre-literacy, non-literacy, and literacy ELD students who need additional support. They will also help us to identify the higher level ELD students who are good candidates for the high school/CTE program. At CICA we want to ensure that we will be providing our ELD students with all of the tools they need to achieve their goals. One way we will do this is by transitioning our ELD students from our English Language Development program into our high school program and re-designating them as high school students.

Differentiated Instruction

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

At CICA we will have multi-level adult credentialed teacher with students of varying abilities in our ELD, high school, CTE, and citizenship programs. Our students will speak different languages and will come from different countries. Some of our students will come to us with advanced degrees from other countries where they were doctors and engineers, and others have had no prior education. In our high school program, some of our students will come to us with almost enough

credits to graduate, and other students will come to our program without any. Every student that will come to CICA will be at a different level. Each student will have their own learning style, interests, and abilities. We recognize that there will be differences in our diverse student population and will utilize differentiated instruction to ensure we meet the needs of all our students.

Content-Based Instruction (CBI)

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

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

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

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

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

1. Extended input, meaningful output, and feedback on language and grasp of content
2. Information gathering, processing, and reporting
3. Integrated skills
4. Task-based activities and project work, enhanced by cooperative learning principles
5. Strategy training
6. Visual support
7. Contextualized grammar instruction
8. Culminating synthesis activities

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

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

Approaches we will use for building curricular coherence

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

CICA recognizes the importance of a robust Career Technical Education program, especially for students who have been traditionally unserved. Programs will be created with our students in mind. We hope that our programs will lead to livable wage careers. We will seek to expand our programs based on student needs and interests. For example, if students are interested in entering the medical field, CICA will attempted to create a program that would allow students to gain knowledge and experience in that field. In addition to student needs and interests, CICA will also look at local workforce and regional plans allowing for more grow for future programs.

Plan for Special Education

CICA will make all necessary arrangements to serve students with disabilities, including providing appropriate accommodations, having appropriately credentialed instructors (such as those who hold a credential for adults with disabilities), including an appropriately credentialed Special Education teacher and follow all other applicable federal, state, and school district mandate serving students with disabilities, including but not limited to Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). For those students in which an Individualized Education Plan is legally mandated, CICA will follow the plan, providing services as necessary. Given the flexibility of curriculum and instruction, most IEP goals and objectives are met within the general education course of study. All special education students enrolled in CICA will receive a personalized learning plan that directs their academic course to achieve their goals for the year.

1.4 Personalized Learning Plan

Personalized learning plans (PLPs) can be powerful tools for nurturing students' growth and empowering them to take an active role in their learning and development.

We at CICA are passionate about our students' growth and success.

- DEFINE YOUR STARTING POINT -We will administer an assessment and then analyze the results to define the starting point for each student
- SET GOALS- Setting goals will help the students work towards specific goals and help the student develop strategies to overcome challenges along the way
- MAP LEARNING MODALITIES -Allowing us to uncover how students learn best helping them understand their personal learning needs
- APPEAL TO STUDENT INTERESTS- Incorporating students' interests, passions, and hobbies into the teachers instruction. Connect learning to the real world.
- TEACH STUDENTS HOW TO TRACK.- Allow students to take ownership of their performance and internalize success by incorporating tracking tools into classroom activities. Track objective mastery percentages, unit test scores, or reading level growth
- REFINE AREAS OF FOCUS- Partner with your students to identify specific learning gaps. Ensure students can communicate specific steps toward success.
- ASSESS FOR LEARNING -Use formative assessments and recurring check-ins to plot student progress. Chart growth metrics while also celebrating milestones to keep spirits high.
- CONFERENCE WITH STUDENTS- Use one-on-one sessions to provide feedback and offer encouragement. Help students self-reflect by posing questions like "why do you think you were able to show so much growth?"
- COMPILE A STUDENT PROFILE -Help students take an active role in the process by encouraging them to select which pieces to include to showcase their proudest achievements.

- SHARE AND REPEAT PLPs are powerful tools when used regularly to keep students involved and communicate progress. Revisit and revise plans as goals and learning abilities change.

1.5 Students with Disabilities

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

California Innovative Career Academy will be categorized as an independent LEA, serving adults 22 years of age and older and is not required to join a SELPA pursuant to Education Code 47641(a) either on its own or with a grouping of charter school LEA's as a consortium. As such, CICA does not receive state and federal revenues in accordance with the SELPA's allocation plan. However, if a student, who previously had an IEP, enrolls at CICA, a copy of the previous IEP is reviewed to identify specific learning disabilities from the SST to determine if the student is then 504 referable. If CICA can meet the accommodation requirements from the previous IEP, then these accommodations will be incorporated into an SST as strategies. Implementation of Special Education service begins with a Response to Intervention and pre-referral remediation and monitoring of low achievers by Student Success Team members. The team identifies problem areas for low achievers and plans interventions that are monitored and reviewed at subsequent meetings. When students do not make satisfactory progress after implementation of remedial programs and strategies, they may be referred for evaluation under Section 504 of the IDEIA.

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

The 5 Stages of School

In order for students to succeed in any school, there are five fairly distinct stages that a student goes through. First, they must become aware of the school, which the A to Z Model refers to as "Inviting Students to Join the School." They next must join, including going through registration and any assessments for placement. Next the student must be persistent with completing their studies, which the A to Z Model refers to as "Keeping Students." At the end, the students will leave the school, preferably through graduation. Last, the students will use what they have learned after graduation, and the school is responsible for measuring the pupil outcomes.

Elements 2 & 3: Measuring Pupil Outcomes

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

-- California Education Code Section 47605 (b) (5) (A) (ii)

***Governing Law*: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall**

align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.

-- California Education Code Section 47605 (b) (5) (B)

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

-- California Education Code Section 47605 (b) (5) (c)

2.1 Determining Academic Standing (Grade Level)

Upon admission to CICA, a student's grade level will be determined based upon transcripts of their past coursework, their assessment from the CASAS test, and their age. Students who are at a high school level (9th through 12th grade) based upon credits and assessment will be assigned to their grade level based upon age. Students who are at a primary school level (8th grade or below) based upon a lack of credits or low assessment scores, will be assigned to a grade level based primarily upon assessment.

2.2 Assessments

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

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

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

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

CICA will develop a Local Control Accountability Plan (LCAP) in accordance with the template adopted by the state board. Previous to adoption of a state board template, CICA will follow the basic methods used for the school accountability report card. The Local Control Accountability Plan will include pupil outcomes based upon state priorities, which apply to the nature of the program we will operate, as defined in California Education Code Section 52060(d), as well as local priorities defined by the school itself.

2.3 Measurable Pupil Outcomes and Method by which Pupil Progress Toward Outcomes will be Measured

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

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

Charter School shall meet all statewide content and performance standards and targets. (Ed, Code §§4 47605©(1), 60605.)

Charter School shall comply with all applicable laws and regulations related to AB 97 (2013) (Local Control Funding Formula) and AB 484 (2013), as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

2.4 Standardized Testing

Charter School agrees to comply with state requirements for participation and administration of all state-mandated tests, including computer-based assessments. Charter School shall submit and maintain complete, accurate, and up-to-date California Code of Regulations, title 5, section 861. Charter School here by grants authority to the State of California to provide a copy of all test results directly to the District as well as Charter School. Upon request, Charter School shall submit, in the requested format (e.g., CD), a copy of the results of all state-mandated tests to the District.

Given the learning curve of any startup organization, the initial annual goals in this petition, attached hereto as Appendix B aim to meet the current standards set by authorizing District. Thus the initial annual goals were derived from the baseline of current rates of Twin Rivers Unified School District's K-12 schools, and Twin Rivers Adult School (TRAS), as appropriate (Walker, 2013b). CICA will measure each applicable goal for each California recognized subgroup, including: ethnic subgroups, socioeconomically disadvantaged pupils, English learners, students with disabilities, and foster youth. We have also defined the ultimate goal we wish to reach, which we will strive to have all subgroups reach equally. As we meet the annual goals, we will raise our standards toward these ultimate goals.

Element 4: Organizational System and Governance Structures

Governing Law: The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.

-- California Education Code Section 47605 (b) (5) (D)

4.1 Highlands Community Charter and Technical Schools Nonprofit Corporation

California Innovative Career Academy (CICA) will be operated under the Highlands Community Charter and Technical School (HCCTS) public benefit corporation. The Charter School shall maintain its nonprofit public benefit corporation status in "good standing" throughout the term of the Charter. CICA will operate autonomously 501(c)(3), although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between CICA and Twin Rivers Unified School District. Pursuant to California Education Code Section 47604(ed), Twin Rivers Unified School District shall not be liable for the debts and obligations of CICA, which is operated by a California public benefit corporation, or for claims arising from the performance of acts,

errors, or omissions by CICA as long as Twin Rivers Unified School District has complied with all oversight responsibilities required by law. The CICA board will comply with the Brown Act and all other necessary laws.

4.2 Board of Directors

CICA will be governed by a corporate Board of Directors ("Board" or "Board of Directors") in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. The Board consists of at least 5 directors, with a maximum of 11 directors. All directors are designated by the existing Board of Directors. Board members serve a term of 3 years. CICA has adopted a conflicts code which complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school specific conflicts of interest regulations (see Appendix D – Board Bylaws and Board Policy 9270 – Conflict of Interest. As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, the CICA Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code Section 1090 and the Political Reform Act.

The Board meets on a regular basis (e.g., monthly during the school year and as appropriate at other times). The responsibilities of the CICA Board as further outlined in the bylaws include but are not limited to:

- Uphold the Vision of the School.
- Oversee the implementation of the School's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the School and staff
- Ensure compliance with applicable laws such as the Public Records Act and policies such as Conflict of Interest. Compliance with 1090
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review monthly financial reports and the yearly financial audit.
- Work with chief administrator to set goals.
- Enact policies to support the successful operation of CICA.

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Corporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the School any of those duties. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

In accordance with Education Code Section 47604(c), Twin Rivers Unified School District may appoint a representative to sit on the Board of Directors. If Twin Rivers Unified School District chooses to do so, CICA may appoint an additional member to ensure that the Board is maintained with an odd number of Directors.

Element 5: Qualifications of Employment

Employees

CICA recognizes that to have an excellent school, that you must have excellent employees. CICA will draw upon the pool of excellent adult education teachers who were previously laid off from Twin Rivers Adult Education. Proposed salaries and benefits for administrators, certificated faculty, and classified staff have all been modeled after the Twin Rivers' salary scales and employee contracts.

5.1 Employee Qualifications

Governing Law: The qualifications to be met by individuals to be employed by the school.

-- California Education Code Section 47605 (b) (5) (E)

Employee Overview

All employees of CICA will be committed to developing the social, civic, character, and academic potential of each student. All staff members will possess experience and expertise appropriate for their position according to the CICA adopted personnel policies, and federal and state statutes applicable to charter schools. Selection and appointment of employees at CICA will be the exclusive prerogative of CICA.

CICA will not discriminate against any applicant on the basis of his/her race, creed, color, national origin, religion age, gender, gender expression, gender identity, sexual orientation, disability, or any other basis prohibited by Education Code Section 220. CICA shall comply with all applicable laws regarding criminal background checks, including Education Code Section 45125.1 and 44237.

Executive Team

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

Executive Director

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

Director of Independent Study

The *Director of Independent Study* is responsible for overseeing the Independent Study instructional model, including program compliance regarding attendance, CALPADS reporting, instructional assignment and assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs and services for CICA and for the performance appraisal of the Independent Study staff. It is the responsibility of our Independent Study Director to oversee selection and employment of CICA personnel, evaluation, promotion, termination or discipline of CICA personnel, and the preparation and submittal of reports as directed by the Executive Director to include regular goals and forecasts as directed. The CICA Independent Study Director manages the day-to-day operations of CICA by preparing and submitting required budgets and reports as required by a charter school. The Director of Independent Study develops partnerships for providing educational services by CICA, works closely with the Executive Director, interacts with CICA accountants and attorneys, and performs other duties lawfully assigned by the Executive Director. Background knowledge of Independent Study and its components related to state and local measures for accountability are essential. The Director of Independent Study must have a thorough knowledge of schools SIS (Student Identification Systems, e.g. PowerSchool) and its use for guiding Independent Studies as well as the ability to function independently and effectively. The CICA Independent Study Director must minimally possess a bachelor's degree and program administration and planning experience, preferably with experience in management as an executive officer.

Independent Study Coordinator

The CICA *Independent Study Coordinator* is responsible for overseeing the Independent Study program and compliance including attendance. The IS Coordinator has the ability to coordinate the Independent Study (IS) Program. This is a classified administrative position. The CICA Independent Study Coordinator should possess a BS or BA degree from a recognized college institution, or a degree of a similar nature that is in alignment to the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability are essential. The Independent Studies Coordinator must have thorough knowledge of school SIS (Student Identification Systems, e.g. PowerSchool) and its use for guiding Independent Studies as well as the ability to function independently and effectively. In this position it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regards to communication, record keeping and staff presentations associated with Independent Studies. The CICA Coordinator can communicate effectively and clearly both orally and in writing with a diverse staff and student population.

Office Assistant (Independent Study)

CICA will employ an Office Assistant who plans and organizes the activities of assigned sections within the established office as directed. The Office Assistant is responsible for the maintenance of records, reports, and student filing procedures and analyzes assigned projects. At a minimum, the Office Assistant must possess prior experience, training, and education with prior experience. Experience working in a school setting is preferred, as is being bilingual, preferably in one or more of the following languages: Spanish, Farsi, or Slavic dialects.

Academic Coordinator (Independent Study)

A main duty of an Academic Coordinator is to help in the development and implementation of instructional materials and curriculum programs that will meet educational standards. The Academic Coordinator will have the proper credentials and/or any California teaching certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold pursuant to Education Code Section 47605(l). CICA teachers shall meet or exceed all State certification and licensure requirements as applicable to charter schools. The Academic Coordinator will have a California State Administrative Credential.

Counselor (Independent Study)

CICA *Counselor* will provide counseling and guidance services to students. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. CICA Counselors refer students to other community resources, support groups and social service agencies as appropriate. At a minimum, CICA Counselors possess a Bachelor's Degree of Education or School Counseling with a 7-12th grade level certification, two (2) years of experience as a high school counselor, and a valid Pupil Personnel Services Credential with an academic school counseling emphasis.

ELD (English Language Development) Counselor

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

Site Lead

CICA will comply with all applicable laws in regards to employee qualifications. Principal shall have a Master's Degree in education administration. This position will require a bachelor's degree and Graduate Record Exam (GRE) scores, along with a valid teaching license. They will lead the teachers and set goals and ensure students meet their learning objectives. They will oversee school's day-to-day teaching operations and be in charge of hiring teachers and evaluating teachers' progress.

Teachers (Independent Study)

CICA will comply with all applicable laws in regards to employee qualifications. Teachers for core, college preparatory classes must hold a California teaching certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold pursuant to Education Code Section 47605(l). CICA teachers shall meet or exceed all State certification and licensure requirements as applicable to charter schools. These documents shall be maintained on file at CICA headquarters and shall be subject to periodic inspection by Twin Rivers Unified School District. Teachers shall be hired by the Board of Directors upon recommendation by the Principal.

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

CICA will employ 17 teachers in its first year of operation.
At CICA we know that teachers are the direct line for ensuring that our students are able to achieve the goals set forth in our mission and school wide learner outcomes. Therefore, we screen and hire only highly qualified teachers. Teachers are responsible for facilitating a learning environment supportive of California state educational standards and CICA philosophy. Teachers hold a minimum of a bachelor's degree from a degree granting institution and a valid authorization to serve as a California credentialed teacher from the California Commission on Teacher Credentialing (CCTC). Additionally, all teaching staff meets the highly qualified requirements of the Elementary and Secondary Education Act (ESEA), also known as the Every Student Succeeds Act (ESSA), formerly known as the No Child Left Behind Act (NCLB). Accordingly, CICA teachers of core academic subjects have:

- A bachelor's degree from a degree granting college or university,
- A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or an appropriate Adult Education or other Designated Subjects credentials, and
- Demonstrated core academic subject matter competence. Demonstrated core academic subject competence for elementary grades is done through a California Commission on Teacher Credentialing (CCTC) approved subject matter examination or by completing the California High Objective Uniform State Standard of Evaluation (HOUSSE) certification process. Alternatively, as our classes are organized primarily for adults and constitute alternative curricula in Education Code Section 44865, CICA teachers may fulfill their highly qualified status via California's Verification Process for Special Settings (VPSS). High school teachers teaching in multiple subjects environments are subject to the same requirements. High School teachers working in specific subject matter areas are held to the middle/high school requirements of the ESEA/ESSA as follows:
    - Successful completion of the applicable CCTC approved subject matter examination
    - Completion of a coursework option such as:
        1. a CCTC approved subject matter program;
        2. a major coinciding with the assigned area of instruction;
        3. a major equivalent (32 semester units); or
        4. possession of a graduate degree in the core academic subject area to be taught
    - Normal Board certification in the core academic subject to be taught

2. Completion of the HOUSSE certification process.

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

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

ELD Navigators:

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

Reclassification Specialist:

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

Reading Specialist:

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

Intervention Coordinator

The Intervention Coordinator is a position accountable for the coordination, development, and monitoring of Student Service functions as assigned by the Director of Curriculum and Instruction and is responsible for the facilitation of all intervention

programs of California Innovative Career Academy. The Intervention Coordinator will train and support site-based student service providers and teachers, as well as site-based teams. This position shall be responsible for facilitating the collection of data and reporting the progress of student retention implementation across all CICA. The Intervention Coordinator will develop and revise, as needed, the school wide system framework for intervention practices. The Intervention Coordinator will work directly with the Director Curriculum and Instruction to meet student retention, intervention, and graduation goals.

Transition Specialist:

Under supervision of the Career Technical Education and Services Specialist, the Transition Specialist shall provide transition and employment services to students and qualified California State and Sacramento County ex-offenders; assist participants with enrollment, making appointments, telephone calls, writing letters and filing forms; provide individual job development, placement assistance, job coaching, follow-along and follow-up services. Associates degree or higher from an accredited college or university is required One (1) year of experience in career advising and/or job development or closely related field is required. Experience working with students and/or adults with special needs is preferred. Evidence of the ability to type 30 net wpm.

Student Engagement Liaison:

Under the direct supervision of the Career Services Supervisor or appointed designee, the Student Engagement Liaison works with students to promote and enhance attendance. The purpose of this position is to determine cause of student absences and to provide assistance to students in order to promote retention and graduation rates. Associate's Degree, or equivalent combination of experience, training, and education with prior experience working in a school setting. Bilingual in a language - preferably in one or more of the following: include Spanish, Farsi, Slavic dialects. Possession of a valid state issued driver license required. Reliable transportation and ability to occasionally work hours outside the traditional school day.

Information Technology/Data Technician

CICA IT technicians will support the technology needs for our staff and students, The IT technician will diagnose computer problems, monitor computer processing systems, install software and perform tests on computer equipment and programs. The technician may also set up computer equipment, schedule maintenance and teach staff and students to use different types of programs.

Element 6: Health and Safety Procedures

"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237." **(Ed. Code § 47605(b)(5)(F).)**

6.1 Health, Safety, and Emergency Preparedness Plan

Charter School shall comply with all applicable federal, state, and local requirements related to school and student health, safety, and emergency preparedness.

If Charter School occupies and/or operates in a District facility, Charter School shall comply with all District health, safety, and emergency procedures and requirements applicable to District facilities and related operations, and shall be subject to inspection by the District's Facilities Services Division, Office of Environmental Health and Safety, and other District offices in the same manner as other Twin Rivers Unified School District campuses.

Charter School shall adopt, implement, and maintain at all times a current, comprehensive, and site-specific Health, Safety, and Emergency Preparedness Plan ("Plan"), which must include but is not limited to provisions for building and site

emergency evacuation as well as the acquisition and maintenance of adequate onsite emergency supplies. The Plan must include Charter School's requirements and procedures for protecting student health and safety during off-campus school-sponsored activities, including but not limited to field trips and transportation. Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on blood borne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) and assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(H) and procedures for conducting tactical responses to criminal incidents.

Charter School shall provide all employees and other persons working on behalf of Charter School who are mandated reporters with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).

Charter School shall adhere to Education Code Section 49423 regarding administration of medication in school. Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

Charter School shall comply with the requirements of Education Code section 49475, with respect to any athletic program (as defined in Education Code § 49475) offered by or on behalf of Charter School.

Charter School shall periodically review, update and/or modify as necessary, its Health, Safety, and Emergency Preparedness Plan, and keep it readily available for on-site use. Charter School shall provide a copy of the Health, Safety, and Emergency Preparedness Plan for review upon CSD request.

Family Educational Rights and Privacy Act (FERPA)

Charter School, including its employees, officers, and representatives, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.

Criminal Background Clearances and Fingerprinting

Charter School shall comply with all requirements of Education Code sections 44237 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of school site services and/or any contact with students, and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records. Charter School, including its administrators and officers, shall comply with the requirements of Education Code section 44030.5

Health Screening Requirements
Charter School shall comply with all federal and state legal requirements, including but not limited to the requirements of SB 277 (2015), related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

Safe Place to Learn Act
Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.

Suicide Prevention Policy
If Charter School serves students in grades 7-12, Charter School shall comply with the requirements of AB 2246 (2016), codified in Education Code section 215, including but not limited to the requirement that the school's pupil suicide prevention policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

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

Custodian of Records
CICA designates the Executive Director to serve as the school's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

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

Health, Wellness, and Nutrition
CICA Health curriculum reflects California State Standards and teaches students about a fit and healthy lifestyle. With the diversity of cultural backgrounds we serve in each of our classrooms, it is essential that we put great effort into Health education in our classrooms. Many of our students need help navigating and utilizing community resources available to them to access basic health knowledge for developing a healthy lifestyle. Our teachers proudly emphasize health education for our students while our Student Support Services staff continually evaluate and address the needs of our students.

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

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

Community Partners, Resources, and Referrals

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

Background Checks

CICA certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to employment. The multi-state search should ensure all convictions are reported. Furthermore, CICA shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The CICA Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the charter school network, except with respect to reports relative to her or himself, in which case a confirmed member of the Governing Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting

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

Tuberculosis (TB) Testing

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/services, or otherwise meet the requirements of Education Code Section 49406. Charter School shall maintain TB clearance records and certification on file. California Innovative Career Academy certifies that applicable health record information will be obtained for all relevant employees and volunteers prior to initial employment.

Immunizations

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

CPR/First Aid Training

All designated employees are CPR and First Aid trained.

Emergency Preparedness

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

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

Bloodborne Pathogens

California Innovative Career Academy will adhere to state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. CICA will establish a written infection control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV). This plan includes the training of staff and will be included in the Charter School's comprehensive safety plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment

CICA maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure

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

Discrimination and Harassment Policies and Procedures

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

School Facility Safety

California Innovative Career Academy complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. CICA adheres to laws specific to charter schools on the local and state level regarding facilities. CICA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. If CICA is not operating under the safety plan of the facility where it is housed, it will implement its own school safety and disaster preparedness plan. CICA adheres to facilities related laws in compliance with the Americans with Disabilities Act (ADA) access requirements.

Title IX

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

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

The rights of the pupil and the public and the responsibilities of the Charter School, which includes, but is not limited to, internet web links to information about those rights and responsibilities located on the website of the Office for Equal

Opportunity and the U.S. Department of Education Office of Civil Rights (OCR), and the list of rights specific in Education Code Section 221.8.

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

(a) An explanation of the statute of limitations within which a complaint must be files after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
(b) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.
(c) A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element 7: Means to Achieve Racial and Ethnic Balance

Governing Law: ***The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.***

--California Ed. Code § 47605(b)(5)(G)

7.1 Racial and Ethnic Balance

California Innovative Career Academy strives, through recruitment and admissions practices, to achieve a racial and ethnic balance among its students that is reflective of the general population residing within the territorial jurisdiction that it serves. CICA will include an open enrollment policy. Students are considered for admission to the school regardless of ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics.

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

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

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

7.2 Student Population:

Sacramento and the Twin Rivers Unified School District

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

California Innovative Career Academy's Students

At CICA we understand the community we serve, and we provide them educational tools and opportunities. In California, we have a growing immigrant and refugee population. In order for immigrants and English learners to successfully enter the workforce, they need to improve their English. We have an astounding percentage of adults in our community who have been unable to complete a high school diploma or equivalency. At CICA we love our community, and we believe that by educating adults, we will see economic growth, civic engagement, a reduction in crime, and a reduced number of our community members relying on government assistance. We foresee that we will continue to grow throughout Sacramento and California in order to meet the growing needs of adults in our state and in our community.

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

CICA will actively recruit adult students from Sacramento County, serving a 82 square mile radius covering areas within Arden Fair, Del Paso Heights, Dos Rios, Elverta, Foothill Farms, Gardenland, McClellan Park, Natomas, Northgate, North Highlands, North Sacramento, Roblas, Rio Linda and Woodlake, that reflect a diverse student population not only with regard to racial and ethnic diversity, but also with regard to socio-economic diversity and English Language Learners. CICA will implement a student recruitment strategy that includes, but is not necessarily limited to, the following elements to ensure a racial and ethnic balance of students that is reflective of the county:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.

- The development of promotional and informational materials that appeal to all of the various racial and ethnic groups represented in the county.
- Distribution of informational materials to community organizations, community religious institutions, and other organizations that serve various racial and ethnic populations, such as the libraries, recreation centers, local businesses, and faith-based organizations.
- The appropriate development of promotional and informational materials in languages other than English to appeal to limited English proficient populations, including but not limited to Farsi, Spanish, Russian, and Arabic.
- The use of various advertising mediums such as posters, flyers, local school visits, community-based organization visits, presentations at various multi-cultural events, public business tabling (sitting outside markets and other businesses that allow us to pass out flyers to the public) and various advertising, including in local English, Spanish, Farsi, and Russian publications and radio stations, that allow individuals whose first language is something other than English to obtain information relevant to programs at the school.
- Announcing enrollment and recruiting information in local newspapers, online news sources, and social media. CICA will continue to add sources to stay current with the latest technologies and trends.
- Presentations at various multicultural events, including community fairs and events.

Element 8: Admissions Requirements

***Governing Law*: Admission requirements, if applicable.**

-- California Education code Section 47605 (b) (5) (H)

California Innovative Career Academy (CICA) shall admit all students it is legally allowed to serve that do not possess a high school diploma who meet the exclusive WIOA agreement requirement of being age 22 or older, and who submit a timely application; unless CICA receives a greater number of applications than there are spaces for students, in which case attendance shall be determined by a public random drawing, with any preference given being consistent with state and federal laws.

All admissions shall be done in a non-sectarian manner. CICA will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics [Ref. Education Code § 47605(d)(1)]. CICA will comply with all laws establishing minimum and maximum age for public school attendance in charter schools.

No test or assessment shall be administered to students prior to acceptance and enrollment into the school, although assessments may be used in conjunction with other factors to appropriately determine which grade level a student will be enrolled in.

The purpose of independent study is to provide an alternative education program and setting for students. Independent study programs are voluntary and use alternative instructional strategies that respond to individual student needs and learning styles. Volunteering at CICA is not mandatory and is not a condition of admission or continued enrollment at CICA.

8.1: Admission and Enrollment Requirements

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

CICA will admit all students who:

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

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

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

8.2 Student Population and Recruitment:

Recruiting Students with Low Academic Performance, Socioeconomic Disadvantages and Disabilities

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

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

8.3 Lottery Preferences and Procedures

Applicants will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to be determined whether any grade level has received more applications that availability. If CICA receives a number of applications that exceeds the number of available spaces, a single public random drawing/lottery will be used to select admitted students, with the exception of existing students, who are guaranteed admission in the following school year. The following enrollment preferences and affirmative action preferences in the case of a public random drawing shall be as follows:

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

At the option to put their name on a waitlist according to their draw in the lottery. This waitlist will allow students the option of enrollment if an opening occurs during the current school year at their grade level. New students will be added to the waiting list on a first come, first serve basis. If the waiting list is exhausted, then the school may hold additional random drawings. In no circumstance will the waitlist carry over to the following school year.

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

CICA and Twin Rivers Unified School District mutually agree that the preference in the public random drawing as listed above are consistent with Education Code Section 47605(d)(2) and applicable federal law and non-regulatory guidance; however, should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program (PCSGP), such modifications may be made without any need to materially revise the charter as long as such modifications are consistent with the law and are approved by the Twin Rivers Unified School District at a public hearing.

Communicating to All Interested Parties

Applications are available digitally online on the California Innovative Career Academy website and hard copies are available at all CICA sites. Our school advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and fliers.

Ensuring Fair Execution of Lottery Procedures

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

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

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

Lottery Time and Location

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

Waiting List Priorities

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

Notifying Students of a Seat Offering

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

Documenting the Fair Execution of Lottery and Waitlist Procedures

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

Education Exclusively in Partnership with WIOA

Per Education Code §§ 47612.1 and 47605.1 (g), CICA shall provide instruction exclusively in partnership with the Workforce Innovation and Opportunity Act of 2014 through its partnership agreement with the Greater Sacramento Urban League (GSUL) or other WIOA organization. As such it may only legally serve students who are receiving WIOA funded services, and do so under the terms of a Partnership Agreement. CICA will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

The (GSUL) or other WIOA service provider will provide CICA students with the services specifically outlined in and attached hereto as Appendix C. CICA will provide the District with documentation that confirms GSUL or other WIOA service provider is qualified and authorized to provide such services contemplated in the Partnership Agreement.

Not Possessing a U.S. High School Diploma

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

Admission Process

The CICA admission process is comprised of completion of a student registration form. Enrollment packets for students who are admitted will also gather the following:

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

Element 9: Financial Audit, Quality Assurance and Improvement

Accreditation

CICA will apply for WASC ACS accreditation, produce a self-study report, and host a visiting committee as soon as it is possible to do so.

9.1 Annual Audits & Other Reporting

Governing Law: ***The manner in which an annual, independent, financial audit shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.***

-- California Education Code Section 47605 (b) (5) (I)

Financial Audit

An annual independent financial audit of the books and records of CICA will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of CICA will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit will verify the accuracy of the School's financial statements, attendance and enrollment accounting practices, and review the School's internal controls. The audit will be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

The CICA Board of Directors will form an audit committee each fiscal year to oversee selection of an independent auditor and the completion of an annual audit of the School's financial affairs. The auditor will have, at a minimum, a CPA license and experience with school and educational accounting requirements and practices, and be on the State Controller's published list as an approved educational audit provider. CICA shall be solely responsible for all costs associated with auditing services.

It is anticipated that the annual audit will be completed within six months of the close of the fiscal year. The annual audit will be completed and forwarded to the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Board of Directors will receive and review the audit each year. The CICA audit committee will review any audit exceptions or deficiencies and report to the School's Board of Directors with recommendations on how to resolve them. The Board of Directors will submit a report to Twin Rivers Unified School District regarding how the exceptions and deficiencies have been, or will be, resolved to the satisfaction of Twin Rivers Unified School District along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter agreement.

Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of CICA is public record to be provided to the public upon request.

Program Audit

CICA will compile and provide to Twin Rivers Unified School District an annual performance report. This report will, at a minimum, include the following data:

- A summary showing student progress toward the pupil outcomes using data from the assessment instruments.
- A summary of major decisions and policies established by the School's Board of Directors during the year.
- Data on the level of student involvement in the School and summary data from an annual student satisfaction survey.

- Data regarding the number of staff working at the School and their qualifications.
- A copy of the School's health and safety policies and/or a summary of any major changes to those policies during the year.
- An overview of the School's admissions practices during the year and data regarding the number of students enrolled, the number on waiting lists, and the number of students expelled and/or suspended.
- Analyses of the effectiveness of the School's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

9.2 Budgets and Financial Reporting

***Governing Law*: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation.**

--California Education Code Section 47605(g).

Attached, as *Appendix D*, please find the following documents:

- Financial projections for the first five years of operation

These documents are based upon the best data available to the petitioners at this time. CICA shall provide reports to Twin Rivers Unified School District as follows as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by Twin Rivers Unified School District:

1 By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(g) will satisfy this requirement.

2 By July 1, and annual update (LCAP) required pursuant to Education Code Section 47606.5

3 By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of CICA's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education and County Superintendent of Schools.

2. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.

3. By September 15, a final unaudited report for the full prior year. The report submitted to CICA shall include an annual statement of all CICA's receipts and expenditures for the preceding fiscal year.

For reports 1, 3, and 4 above, CICA shall also provide with each financial report supporting and/or back up information including but not limited to: Multi-Year Projections for current and two subsequent years; Assumptions used for two subsequent years; Explanation for major variances by category between reporting periods; Enrollment projection; ADA P2 projection by grade level; COLA & Deficit percentage; Calculation used for determining general purpose funding; List of statutory benefit rates; List of H&W rates and number of participants; and Number of FTEs for certificated and classified employees for each year.

Pursuant to Education Code Section 47604.3, CICA shall promptly respond to all reasonable inquires including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections for the District. CICA agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

District Reports

Twin Rivers Unified School District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other state or federal agency by a local educational agency on behalf of CICA and/or Twin Rivers Unified School District. CICA shall promptly provide Twin Rivers Unified School District with any information, data, or documentation necessary for Twin Rivers Unified School District to timely file such reports in accordance with law. CICA shall be solely responsible for the accuracy of all data submitted to Twin Rivers Unified School District. CICA shall be responsible for filing all other reports as may be required by law.

Attendance Reporting, School Calendar, and Other Data

CICA will provide Twin Rivers Unified School District with a copy of the CICA annual attendance calendar no later than July 1 of each year. CICA will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to TRUSD approval, CICA will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code Regulations section 11960. CICA will timely report ADA figures to TRUSD as necessary to enable the school to receive funding. The Charter School will provide TRUSD with a monthly enrollment report no later than the 15th calendar day of the following attendance month. CICA will provide all data and reports required by TRUSD in hard copy and electronic data files. CICA will submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, CICA will provide TRUSD with documentation of the teacher/student ratio for the Charter School.

Operations

CICA will have efficient and effective operations that ensure that students are served well and that taxpayer money is spent wisely.

Annual Operational Agreement

CICA and *Twin Rivers Unified School District* will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of CICA's Charter.

Operational Powers and Liabilities

CICA shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.

CICA shall have no authority to enter into a contract that would bind Twin Rivers Unified School District, or to extend the credit of Twin Rivers Unified School District to any third person or party without the express written consent of Twin Rivers Unified School District.

CICA shall clearly indicate to all vendors and other entities and individuals outside Twin Rivers Unified School District with which or with whom CICA enters into an agreement or contract for goods or services that the obligations of CICA under such an agreement or contract are solely the responsibility of CICA and are not the responsibility of Twin Rivers Unified School District.

To the extent not covered by insurance or otherwise barred by the California Tort Claims Act, CICA agrees to indemnify and hold Twin Rivers Unified School District and its officers, agents and employees harmless from all liability, claims or demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with the School's operations, or which arise from the provisions of this Charter itself, with the exception of the acts of Twin Rivers Unified School District, its officers, agents and employees in relation to any services

provided by Twin Rivers Unified School District to CICA pursuant to this charter or any subsequent operational agreement. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided by the California Tort Claims Act.

Administrative Services

***Governing Law*: The manner in which administrative services of the school are to be provided.**

--California Education Code Section 47605(g).

It is anticipated that CICA will provide or procure most of its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. All contracts will be vetted for conflict of interest as adopted by the Charter School's Board of Directors. CICA is interested in discussing the possibility of purchasing administrative services from Twin Rivers Unified School District. If Twin Rivers Unified School District is interested, the specific terms and cost for these services will be the subject of an annual memorandum of understanding between CICA and Twin Rivers Unified School District and subject to District availability and willingness to provide such services.

Pursuant to California law, the Twin Rivers Unified School District will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. Requirements in addition to completing a career technical education program or equivalent can receive a certificate of primary education.

Element 10: Suspension and Expulsion Procedures

***Governing Law:* The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed for any reason.**

--California Education Code § 47605(b)(5)(J).

General Provisions

Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students, of the grounds for all suspension and expulsion recommendations and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, in order to conform to changes in state law.

Charter School shall comply with the terms of the Twin Rivers Unified School District Board Policy/Administrative Regulation ("BP/AR"_ 5144.1- Suspension and Expulsion /Due Process and the District's Discipline Guide.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures for suspension, before the effective date of the action. If the student initiates the procedures for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed' includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described in the District's BP/AR 5144.1

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of Charter School's student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g., truancy or excessive tardiness.

Element 11: Employee Benefits and Retirement

Governing Law: ***The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.***

-- California Education code Section 47605 (b) (5) (K).

Certificated, Classified, and Other Staff Members

All full time certificated employees at California Innovative Career Academy participate in a qualified retirement plan including, but not limited to, California State Teachers Retirement System (Cal-STRS) or the federal social security system based on their eligibility to participate. Non-certificated/classified staff participate in a 401B defined contribution plan.

Employees may have access to other school-sponsored retirement plans and other benefit plans according to policies developed by the Board of Directors and adopted as CICA employee policies. In the event that the Internal Revenue Service adopts regulations barring non-profit entities from participating in the public-funded retirement plan (STRS), employees will be covered by federal social security and/or an employer-sponsored retirement plan as approved by the CICA Board of Directors. CICA will inform all applicants for positions within CICA of the retirement system options for employees of CICA and notify all applicants that accepting employment at CICA may exclude the employee from further coverage in their current retirement system. The Executive Director shall be responsible for ensuring that appropriate arrangements for retirement coverage are made. CICA will develop a mix of salaries and benefits commensurate with location and experience necessary to attract and retain well-trained teachers and staff.

Element 12: Public School Attendance Alternatives

Governing Law: ***The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.***

--California Education Code Section 47605(b)(5)(L).

Pupils of Charter School do not have or gain any right to admission in a particular school of any school district, or program of any school district, as a consequence of applying to or enrolling in Charter School, except to the extent that such a right is extended by the school district.

No student may be required to attend CICA. A pupil who chooses not to attend Charter School may attend a public school within the pupil's school district of residence in accordance with applicable law and that school district's policies and procedures. The pupil alternatively may seek to enroll in another charter school in accordance with applicable law and the terms of the school's charter. If Twin Rivers Unified School District is the pupil's school district of residence, an eligible pupil may pursue an inter-district transfer, if available, in accordance with the admission, enrollment, and transfer policies and procedures of the District, as they may change from time to time.

Element 13: Return Rights of Employees

Governing Law: ***A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school.***

--California Education Code Section 47605 (b) (5) (M).

No public school district employee shall be required to work at CICA. Persons employed by CICA are not considered employees of Twin Rivers Unified School District or other school district for any purpose whatsoever. Employees of Twin

Rivers Unified School District or other school district who resign from employment to work at CICA and who later wish to return to Twin Rivers Unified School District or their previous district have no automatic rights of return and shall be treated the same as any other former employee seeking reemployment in accordance with agency policy, applicable law, and applicable bargaining agreements. CICA shall not have any authority to confer any rights to return on Twin Rivers Unified School District or other school district employees.

13.1 Employee Representation

***Governing Law*: A declaration whether or not the Charter School shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act.**

--California Education Code Section 47605 (b) (6)

CICA shall be deemed the exclusive public school employer of the employees of CICA for the purposes of the Education Employment Relations Act ("EERA"). CICA shall comply with the EERA.

CICA is independent from Twin Rivers Unified School District and any District employees who choose to work at CICA shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof.

CICA will develop and maintain an Employee Handbook detailing the rights and responsibilities of all CICA employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, CICA shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. CICA shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. CICA shall be solely responsible for the hiring and compensation of CICA employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any CICA teacher or employee.

***Governing Law*: Except for the requirement that a pupil be a California resident, subdivision (b) of Section 47612 shall not apply to a charter school program that provides instruction exclusively in partnership with any of the following:**

(a) The federal Workforce Investment Act of 1998 (Pub. L. No. 105-220; 29 U.S.C. Sec. 2801, et seq.).

(b) Federally affiliated Youth Build programs.

(c) Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.

(d) The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14406 or 14507.5 of the Public Resources Code.

-- California Education Code Section 47612.1.

***Governing Law*: Notwithstanding any other provision of law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:**

(1) The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 2801 et seq.).

(2) Federally affiliated Youth Build programs.

(3) Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.

(4) The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.

(5) Instruction provided to juvenile court school pupils pursuant to subdivision (c) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.

-- California Education Code Section 47605.1 (g).

CICA will provide all instruction exclusively in partnership with the Greater Sacramento Urban League (GSUL). Per Education Code, all education provided by CICA to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in CICA. The Partnership Agreement between CICA and GSUL will detail the terms required for clients of GSUL to join CICA. CICA will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

Element 14: Dispute Resolution Procedures

***Governing Law*: The procedures to be followed by CICA and the entity granting the charter to resolve disputes relating to provisions of the charter.**

-- California Education Code Section 47605 (b) (5) (N).

14.1 Disputes Arising from within CICA

It is the intent of Twin Rivers Unified School District and CICA that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of CICA which do not involve Twin Rivers Unified School District liability or issues of student health or safety will be forwarded to CICA for processing according to procedures adopted by CICA, prior to being addressed by Twin Rivers Unified School District. CICA procedures shall include reasonably expeditious time lines and a full opportunity for any students directly affected to express their concerns. Twin Rivers Unified School District will not address the dispute if CICA is able to fully resolve the problem unless CICA requests Twin Rivers Unified School District involvement.

The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law.

14.2 Disputes between CICA and Twin Rivers Unified School District

CICA recognizes that it cannot bind *Twin Rivers Unified School District* to a dispute resolution procedure to which Twin Rivers Unified School District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. CICA is willing to consider changes to the process outline below as suggested by Twin Rivers Unified School District. CICA and Twin Rivers Unified School District will be encouraged to attempt to resolve any disputes with CICA amicably and reasonably without resorting to formal procedures.

In the event of any dispute between CICA and Twin Rivers Unified School District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to Twin Rivers Unified School District's Superintendent or designee, and the CICA Principal. The Principal and the Superintendent or designee shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator, for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute

statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law. The cost of the mediator shall be equally split between the parties.

Unless direct otherwise, all written dispute notifications between the District and Charter School shall be addressed as follows:

Bill McGuire
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652

Murdock Smith
Highlands Community Charter School
1333 Grand Ave.,
Sacramento, California 95838

In the event that the TRUSD Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this will be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede the TRUSD's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

CICA shall timely notify Twin Rivers Unified School District of any and all complaints filed against CICA by its employees, students, parents, and vendors, involving violations of the Charter, the MOU, state or federal law, or alleged financial mismanagement.

14.3 Revocation Protocol

CICA and Twin Rivers Unified School District agree that the dispute resolution procedure set forth above shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, Twin Rivers Unified School District shall provide CICA with written notice of its belief and an opportunity to meet with and respond to Twin Rivers Unified School District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless Twin Rivers Unified School District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if Twin Rivers Unified School District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

14.4 Potential Civil Liability Effects

***Governing Law*: Potential civil liability effects, if any, upon CICA and upon Twin Rivers Unified School District.**

-- California Education Code Section 47605(g).

CICA shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of CICA or for claims arising from the performance of acts, errors or omissions by CICA if the authority has complied with all oversight responsibilities required by law. CICA shall work diligently to assist Twin Rivers Unified School District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of CICA.

Further, CICA and Twin Rivers Unified School District shall enter into a memorandum of understanding, wherein CICA shall indemnify Twin Rivers Unified School District for the actions of CICA under this charter.

The corporate bylaws of CICA shall provide for indemnification of the Twin Rivers Unified School District's Board, officers, agents, and employees, and CICA will purchase and maintain general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks during the term of the Charter.

CICA secures and maintains, during the term of the Charter, commercially reasonable general liability, property, errors and omissions, worker's compensation, and other necessary insurance coverage in the amounts specified by the Annual Memorandum of Understanding to protect CICA and the District from claims that may arise from its operations. Each policy shall include language stating particular who is insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its offers, employees and agents are named as additional insured.

As stated above, insurance amounts will be determined by recommendation of Twin Rivers Unified School District and the Twin Rivers Unified School District insurance company for schools of similar size, location, and student population. Twin Rivers Unified School District shall be named an additional insured on the general liability insurance of CICA. The Charter School will provide copies of certificates of insurance, as provided herein, to the District upon request.

The CICA Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Element 15: Procedures for Closing

***Governing Law*: The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of CICA, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.**

-- California Education Code Section 47605 (b) (5) (O)..

The following procedures shall apply in the event CICA closes. The following procedures apply regardless of the reason for closure. Closure of CICA shall be documented by official action of the Board of Directors of CICA. The action shall identify the reason for closure. The CICA Board shall promptly notify Twin Rivers Unified School District, within 10 business days, of the closure and the effective date of the closure. The official action shall also identify an entity responsible for closure-related activities. The entity responsible for implementing the closure procedures shall be experienced in dissolution and closure of public educational programs and shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records and payment of debts and liabilities and distribution of remaining assets. The CICA Board of Directors shall also promptly notify students of CICIA the County Office of Education, the Schools' SELPA, the retirement systems in which the School's employees participate (i.e., Public Employees Retirement System, State Teachers Retirement System, and federal social security), and the California Department of Education of the closure, as well as the effective date of the closure. This notice will also include the name(s) of and the contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their records, including specific information on completed courses and credits that meet graduation requirements.

The CICA Board of Directors shall also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board shall provide to the entity responsible for closure-related activities. CICA Board of Directors shall ensure timely notification to the students of the Charter School of the closure and provide information to assist students in locating suitable alternative programs. This notice shall be provided promptly, within ten (10) business days following CICA's decision to close the Charter School.

As applicable, CICA will provide students and Twin Rivers Unified School District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. CICA will ask Twin Rivers Unified School District to store original records of CICA students. If the District will not or cannot store the records, CICA will work with

the County Office of Education to determine a suitable alternative location for storage. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

All state assessment results, special education records, and personnel records shall be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, CICA shall prepare final financial records. CICA shall also have an independent audit completed as soon as is reasonably practical, which period shall be no more than six months after closure. CICA shall pay for the final audit. The audit shall be prepared by a qualified Certified Public Accountant selected by CICA and shall be provided to Twin Rivers Unified School District promptly upon completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to CICA.

CICA will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of CICA, all assets of CICA, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending CICA, after all payment of debts and liabilities and refunds to applicable agencies, shall be distributed to another charter school operating within Twin Rivers Unified School District or shall revert to Twin Rivers Unified School District. Any assets acquired from the District will be promptly returned upon CICA closure to Twin Rivers Unified School District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, CICA shall remain solely responsible for all liabilities arising from the operation of CICA.

As CICA is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of CICA, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in the Appendix, CICA will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

15.1 Occupational & Community Advisory Committees

CICA will have an occupational advisory committee composed primarily of potential employers of graduates, which will aid the school in curriculum and other relevant decision making. CICA will also have a general Community Advisory Committee to allow other community stakeholders to actively participate in the school.

15.2 Nine Facets of the School

Following the A to Z Model of Formal Education, CICA recognizes nine primary categories of components that are important for an educational institution to have to succeed, including:

- Organizational System and Structures
- Participants (Students, Teachers, Staff, other Stakeholders)
- Methods of Quality Assurance and Improvement
- Regulations, Laws, and Contracts the School Must Abide by
- Setting and Context of the School (This was included at the start of the petition)
- Technology Utilized by the School for Administrative and Educational Purposes

- Understanding and Research to Guide the School
- Physical Assets including Venues (Facilities), Vehicles, and Supplies
- Wealth in the form of Revenue and Finances
- We will utilize all these components in ways that will help optimize our ability for students to learn, and to be able to serve the most number of students who are in need

Appendix A

The Five Year Plan

	2019-2020	2020-2021 Initial Year	2021-2022 Accreditation	2022-2023 Improve	2023-2024 Data Driven
Academic Subjects		Start Learning Lab & Applied Academic Courses	WASC Accreditation	All programs will improve internal procedures and educational methods so that Student Learning Outcomes are improved school-wide	Recognizing a need for data driven decisions and an inherent inability to fully predict timelines, this year will be used to "catch up" with what was not fully completed previously
Industrial Arts & Construction Programs		Start Truck & Bus Driving, and HVAC/RCOE Candidate	WASC & COE Accreditation Start new programs		
ESL	Apply for WIOA Title 2 ESL Grant	Start small ESL program	Grow ESL programs WASC & COE		
Business & ICT		Start Entrepreneurship Program	Start Office Tech. WASC & COE		
Careers in Education	Apply for WIOA Title 2 Family Literacy Grant		Start Vocational Parent Education Program	Plan CCTC or partnership	Start new programs
Other New Programs (Medical, etc.)				Determine programs	Start new programs

16.1 Amendment of Charter

Any amendments to this charter shall be made by the mutual agreement of the governing boards of Twin Rivers Unified School District and CICA. CICA may present a material revision of the charter at any time, and Twin Rivers Unified School District agrees to review such material revisions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

Cooperation

Twin Rivers Unified School District agrees to cooperate with CICA in all matters related to the implementation of this charter and interactions with the California State Board of Education.

Severability

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Twin Rivers Unified School District's Board of Trustees and CICA Board of Directors.

Annual Calendar

The school will offer instruction for at least 175 days a year using independent study contracts referred to as a Master Agreement, and follow all applicable independent study laws (Education Code Section 51745-51749.6 and implementing regulations). The calendar will be similar to California Innovative Career Academy with a five track attendance calendar reflecting 175 instructional days broken into the 5 tracks.

Exclusive Partnerships

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

Workforce Innovation and Opportunity Act (WIOA)

In 2014, the US Department of Labor signed the Workforce Innovation and Opportunity Act (WIOA), formerly known as the Workforce Investment Act (WIA), into law. It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs. California Innovative Career Academy will apply for a WIOA grant for the 2019-20 school year. Our plan is to use portions of the grant to fund positions such as the Reading Specialist and test proctors to assist our students in literacy and testing. The extra grant funding will allow us to fund in areas such as technology. It will provide us the opportunity to purchase laptops, laptop carts, and computers.

Responsibilities of all EmployeesAll employees have a responsibility to:

- take reasonable care for the health and safety of themselves and of any person who might be affected by their acts or omissions at work;
- co-operate with Administration and others in meeting statutory requirements;
- not interfere with or misuse anything provided in the interests of health, safety and welfare;
- make themselves aware of all safety rules, procedures and safe working practices applicable to their posts; where in doubt they must seek immediate clarification from Administration;
- ensure that tools and equipment are in good condition and report any defects to Administration;
- use protective clothing and safety equipment and ensure that these are kept in good condition;
- ensure that offices, general accommodation and vehicles are kept tidy;
- ensure that any accidents, whether or not an injury occurs, and potential hazards are reported to Administration.

WHENEVER AN EMPLOYEE IS AWARE OF ANY POSSIBLE DEFICIENCIES IN HEALTH AND SAFETY ARRANGEMENTS SHE/HE MUST BRING THESE TO THE ATTENTION OF ADMINISTRATION.

Please note the following:

It must be realized that newly appointed employees could be particularly vulnerable to any risk and it must be ensured that all relevant health and safety matters are brought to their attention at an early stage. Whilst it is an administrative responsibility to instruct all employees in safe working procedures in relation to their posts and workplaces, employees may from time to time find themselves in unfamiliar environments. In such cases, the employee concerned should be particularly alert for hazards and, whenever possible, ensure they are accompanied by a person familiar with the environment or that they are advised of specific hazards.

All volunteer helpers will be expected, as far as reasonably possible, to meet the same standards require of employees.

Role of Staff as Mandated Student Abuse Reporters

All non-certificated and certificated staff will be mandated reporters and will follow all applicable reporting laws, using the same policies and procedures used by CICA.

Responsibilities of Students

All students are expected, within their expertise and ability, to:

- exercise personal responsibility for the safety of themselves and their fellow students;
- observe standards of dress consistent with safety, hygiene and programmatic dress codes this would preclude unsuitable clothing and items considered dangerous;
- observe all the safety rules of the school and in particular the instructions of the teaching staff in the event of an emergency;
- use and not willfully misuse, neglect or interfere with items provided for safety purposes.

Visitors

Regular visitors and other users of the premises (e.g., contractors and delivery people) are expected, as far as reasonably possible, to observe the safety rules of the school.

Procedures for Background Checks

CICA, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees in positions requiring contact with minor students in accordance with the requirements of Education Code section 44237.

CICA shall require all its subcontractors and vendors whose duties require contact with minor Charter School students to submit fingerprints in accordance with Education Code section 45125.1. CICA shall require all parent volunteers who will supervise minor students outside of the presence of a credentialed employee to undergo fingerprinting/background checks pursuant to Education Code sections 35021 *et seq.*

TB Testing

Faculty and staff will be tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

Immunizations

All enrolled students and staff will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075.

Medication in School

CICA will adhere to Education Code Section 49423 regarding administration of medication in school. Students will be screened for vision, hearing and scoliosis. CICA will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by CICA.

Emergency Preparedness

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

Bloodborne Pathogens

CICA shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infection control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV"). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug Free/Alcohol Free/Smoke Free Environment

CICA shall function as a drug, alcohol and tobacco free workplace.

Facility Safety

CICA shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. CICA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. CICA shall conduct fire drills as required under Education Code Section 32001 and in conjunction with CICA.

Comprehensive Sexual Harassment Policies and Procedures

CICA is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. CICA shall develop a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at CICA (including employee to employee, employee to student, and student to employee misconduct), including procedures and timelines for handling and/or responding to such complaints, and how staff and students will be notified of these policies and procedures. On or before the first day of operation, and by July 1 of each subsequent year, CICA shall provide CICA with two (2) copies of all such policies and procedures. Misconduct of this nature is very serious and will be addressed in accordance with CICA's sexual harassment policy.

Pupil Records

CICA shall at all times maintain pupil records in accordance with any pupil record system utilized by CICA, or as agreed upon by CICA (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site within CICA. Notwithstanding Education Code section 47610, CICA shall voluntarily agree to comply with Education Code sections 49060 through 49079. Given that these sections do not apply to a charter school, should CICA seek an exception to these sections, it shall seek the same from CICA, and such agreement shall not be unreasonably withheld. Charter School pupil records maintained by CICA shall be made available for inspection by CICA at any time for purposes of verifying that CICA is in compliance with all state and federal laws, its Charter, and MOU, as applicable.

Safe Environment

The Administration must ensure that: the means of access and egress are safe for the use of employees, and that all material and equipment made available to and used by the employees are safe. If Administration knows of any hazard associated with the above, she/he should take action to make employees aware of it; fire escape routes and exits are clearly marked for the benefit of unfamiliar users of the building, particularly during the hours of darkness; employees of the building are briefed about the location of the telephone, fire escape routes, fire alarms and fire-fighting equipment. Notices regarding emergency procedures will be prominently displayed; employees using any equipment or facility provided by the school are familiar with its safe use and, if necessary, briefed accordingly; arrangements are made for checking the security and condition of the premises and equipment used after vacation by the employee or his/her staff.

Fire and Emergency Evacuation Procedures

The school's procedures for fire and emergency evacuation are posted in the school entrance hall. These procedures will be updated as appropriate. A log book for the recording and evaluation of practice and evacuation drills is available.

Impact Statement

Governing Law: Potential civil liability effects, if any, upon the school and upon the district. Education Code Section 47605(g).

Fire Prevention Equipment

Arrangements are made to regularly monitor the condition of all fire prevention equipment. This would include the regular visual inspection of fire extinguishers and the fire alarm system.

First Aid and Accident Reporting Procedures

First aid kits are available in school offices and additional first aid boxes located in all CTE classrooms. The person responsible for administering the accident reporting procedure and the notification of serious accidents causing death or major injury and dangerous occurrences is the chief administrator. The report forms and the arrangements to be followed if the person injured is unable to complete an accident report form or who is not an employee are to be found with the school secretary. It is the responsibility of supervising staff/faculty to contact Emergency Medical Systems (EMS) by dialing 911 in the unlikely event of an accident, fire, or other emergency.

Appendix B: Master Agreement

California Innovative Career Academy

Master Agreement
2019-2020

Student Name (Last, First):	**Student ID #:**	**Grade Level:**
Address:	**Apt.#:**	**Birthdate:**
City/State:	**Zip Code:**	**Cell Phone Number:**
Duration Of Agreement: **07/01/2019 - 06/30/2020**	**Program:** **Independent Study**	**California Innovative Career Academy**

Objectives, Methods of Study, Methods of Evaluation, and Resources: We understand that the student is to complete the subjects/courses listed below, and that subject/course objectives reflect the curriculum adopted by the charter school's governing board and are consistent with charter school standards, as outlined in the charter school's subject/course descriptions. The specific objectives, methods of study, methods of evaluation, and resources for each assignment covered by this agreement are described in detail, when the students are logged in to PowerSchool and TOPS Pro Enterprise dashboards, which are part of this agreement, and any subsidiary agreements are also part of this agreement.

Subjects/Courses Enrolled:

Course Title	Credit Type	Course Title	Credit Type

Additional Classes: If the student satisfactorily completes all of the above subjects/courses before the ending date of the agreement, one or more courses/subjects may be added to the agreement if the agreement is re-signed and re-dated by the teacher and the student.

Reporting: We understand that students are required to report to their teacher(s) as scheduled. Manner of reporting: Through On-Line Messages, Email, Phone, or In-Person Frequency: At least once a Week Day: M-F, Time: 8:00-5:00**,** Place: Virtually or In-Person

Assignments: We understand that according to the charter school policy for grades K through 12th Grade, the maximum length of time allowed between the assignment and the date the assignment is due is 20 days**.** After 2 missed assignments, an evaluation will be made to determine whether independent study is an appropriate strategy for this student.

Voluntary Statement: We understand that independent study is an optional educational alternative that students voluntarily select, including students covered under California *Education Code* sections 48915 and

48917. All students who choose independent study must be offered the alternative of classroom instruction, and they must have the continuing option of returning to the classroom.
Quality and Quantity; Rights and Privileges; Resources and Services: The independent study option is to be substantially equivalent in quality and quantity to classroom instruction. Students who choose to engage in independent study are to have equality of rights and privileges with the same access to existing services and resources as students in the regular school program.
Methods of Study: Specific methods of study will be designated on the Assignment and Work (AWR) Record and are incorporated herein. Examples of methods of study for the student will include but are not limited to: Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Computerized Curriculum, Web/Internet Research, Library Research, Field Trips, and Learning Center Courses
Specific Resources: The school will provide appropriate instructional materials and personnel necessary to enable the student to complete the assigned work. Resources must include those reasonably necessary to the achievement of the objectives and must include resources that are normally available to all students on the same terms on which they are available to all.
Methods of Evaluation: Academic evaluations will be designated on the Assignment and Work Record (AWR) and are incorporated herein. Examples of acceptable methods of evaluation include, but are not limited to: Teacher Made Tests, Student Conferences, Progress/Report Cards, Chapter/Unit Test, Work Samples, Observations, State Standards Testing, Quizzes, Labs, and Finals.

Notwithstanding any other law, and commencing with the 2019–20 school year, a school district, charter school, or county office of education may, for pupils enrolled in kindergarten and grades 1 to 12, inclusive, provide independent study courses pursuant to the following conditions pursuant to Education Code Section 51749.(5)(6), 51749.6(a)(1)

Signatures and Dates: We have read and understand the terms of this agreement and agree to all the provisions.

Student: _____ **Date:** _____

Supervising Teacher: _____**Date:** _____

**MEMORANDUM OF
UNDERSTANDING BETWEEN
SACRAMENTO EMPLOYMENT AND TRAINING
AGENCY
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS**

This Memorandum of Understanding ("MOU") is entered into as of July 1, 2018 by and between the **Sacramento Employment and Training Agency** ("SETA") a joint powers agency of the City of Sacramento and the County of Sacramento, and Highlands Community Charter and Technical Schools, a California non-profit public benefit corporation, ("HCCTS"). SETA and HCCTS are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, SETA is the Grant Recipient and Administrator for the Sacramento Workforce Development Area under the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. § 3101 *et seq.)* ("WIOA") and provides WIOA services to WIOA participants that are registered through CalJOBS ("WIOA Registrants"); and

WHEREAS, HCCTS is a public charter school, chartered by the Twin Rivers Unified School District, which on March 4, 2014, granted the HCCTS's Charter for a term of five (5) years, beginning on July 1, 2014; and ending on June 30, 2019; and which on March 5, 2019, granted the renewal of HCCTS's Charter for a term of five (5) years, beginning on July 1, 2019; and ending on June 30, 2024; and

WHEREAS, the District and HCCTS have executed an Operational Memorandum of Understanding ("District Agreement") governing their respective fiscal and administrative responsibilities, their legal relationship, and which incorporates the HCCTS Charter Petition; and

WHEREAS, the District Agreement through the HCCTS Charter Petition contains certain limitations on HCCTS's instruction and programs, to include:

1. Highlands Community Charter School (HCCS) shall admit all students it is legally allowed to serve, who meet the exclusive WIOA agreement requirement of being age 22 or older, and who submit a timely application; and,

2. Per Education Code §§ 47612.1, HCCS shall provide instruction exclusively in partnership with WIOA through a partnership agreement with a WIOA provider. As such it may only serve students who are receiving WIOA funded services, and do so under the terms of a Partnership Agreement.

WHEREAS, Education Code § 47612.1(a)(l), and California Code of Regulations Title 5, § 11960(c)(2)(A), exempt HCCTS from the age restrictions contained in the Education Code and regulations if the school has an exclusive partnership agreement with one or more WIOA programs and serves no other pupils.

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, SETA and HCCTS agrees as follows:

C. This MOU shall be governed by, and construed in accordance with, the laws of the federal government and the State of California.

D. This MOU in no way restricts any of the parties from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.

4. Independent Contractor Status

The parties hereto agree that the relationship established by this MOU is that of independent contractors. It is expressly understood and agreed that this MOU is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between parties. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers' compensation coverage and other benefits of any kind, as required by law, for its own employees.

5. Confidentiality

Each Party shall comply with the provisions of WIOA as well as the applicable sections of the California Welfare and Institutions Code, the California Education Code, the Federal Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose, use, or permit, cause to be published, disclosed, or used, any confidential information pertaining to AJCCS applicants, participants, or customers, unless a specific release is voluntarily signed by the participant or customer.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by these confidentiality policies.

6. Termination

Either party may terminate this MOU, with or without cause and in its sole discretion, by providing thirty (30) days advance written notice to the other party of such termination. The parties may mutually terminate this MOU with or without notice at any time.

7. Notices

Any notice to be given to either party shall be given by deposit in the United States mail, certified, return receipt requested with postage fully prepaid, addressed to the applicable party at the address set forth below the signature of each party to this MOU or by personal service. Notices shall be deemed served when received.

8. Insurance

Consistent with the District Agreement, Charter School shall maintain in effect occurrence-based liability indemnity protection, having a combined limit of liability of no less than five million dollars ($5,000,000) per claim and in the aggregate, and a per occurrence deductible of not greater than five thousand dollars ($5,000), either in the form of a single policy or multiple policies, including excess or umbrellas policies that extend coverage for, at a minimum, educator's legal liability, property damage coverage, employment practices liability, automobile (owned, non-owned and hired) liability, personal injury and advertising injury liability, directors and officers, errors and omissions liability and workers' compensation insurance. To the fullest extent allowed by law, SETA and its directors, officers, employees and agents shall be included as "additional insureds" or "additional covered parties" under all liability policies, evidenced by delivery to SETA, prior to the provision of any services, of duly issued endorsements under each policy.

9. Hold Harmless/Indemnification

HCCTS shall indemnify, defend and hold harmless SETA from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by HCCTS pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

10. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of California.

11. Sole Agreement

This MOU is the only agreement between the parties relating to the subject hereof and represents the totality of their agreement. Each party represents that there are no other MOUs or agreements relating to the subject matter of this MOU. Amendments to this MOU must be in writing and signed by both parties to this MOU.

12. Section Titles

Section titles are for convenience only and are of no legal effect on this MOU or its parties.

13. Counterparts

This MOU may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of the MOU with all signatures appended together shall be deemed a fully executed agreement. Faxed signatures or signatures provided in electronic, portable document format (pdf) are binding and may be treated as original signatures for all purposes. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document.

IN WITNESS WHEREOF, the duly authorized representative of each party does hereby sign and date this MOU as set forth below.

Sacramento Employment and Training Agency

Kathy Kossick, Executive
Director
925 Del Paso Boulevard
Sacramento, CA 95815

Dated: 5/8/19

Highlands Community Charter and Technical Schools

Doc Smith, Executive Director/CEO
1333 Grand Avenue
Sacramento, CA 95838

Dated: 5/8/19

Highlands Independent Study
2019-20 July Budget
MULTI-YEAR PROJECTION DETAIL

Description	July Budget	2020-21 (Year 2)	2021-22 (Year 3)	Notes/Comments
General Inflation Assumption	-	2.5%	2.5%	
Healthcare Inflation	-	3.0%	3.0%	
STRS Rate	18.13%	18.60%	18.10%	
Step Increase	-	3.0%	3.0%	
COLA	-	2.0%	2.0%	
Enrollment	500	737	947	
P-2 ADA	475.00	700.00	900.00	
REVENUES				
General Purpose Entitlement				
8011 - LCFF/General Purpose	4,913,749	7,517,660	10,003,477	
8012 - Education Protection Account	95,000	140,000	180,000	
8096 - Funding in Lieu of Property Taxes	641,250	945,000	1,215,000	
TTL General Purpose Entitlement	**5,649,999**	**8,602,660**	**11,398,477**	
Federal Revenue				
TTL Federal Revenue	-	-	-	
Other State Revenue				
8550 - Mandate Block Grant	-	11,431	14,697	
8560 - State Lottery Revenue	103,342	152,293	195,805	
8590 - Add'l State Revenues	-	-	-	
TTL Other State Revenue	**103,342**	**163,724**	**210,502**	
-				
Other Local Revenue				
TTL Other Local Revenue	-	-	-	
TTL REVENUES	**5,753,341**	**8,766,384**	**11,608,979**	
EXPENDITURES				
1000 - Certificated Salaries				
1100 - Teachers' Salaries	1,496,000	2,328,043	3,151,206	Budget Year x Step x COLA x Increase in ADA
1200 - Certificated Support	110,000	115,500	121,275	
1300 - Certificated Supervisory/Admin	205,000	215,250	226,013	
TTL Certificated Salaries	**1,811,000**	**2,658,793**	**3,498,494**	
2000 - Non-Certificated Salaries				
2100 - Instructional Aide Salaries	248,000	389,715	529,896	
2200 - Classified Support Salaries	12,000	12,600	13,230	
2300 - Classified Supervisory/Admin	200,000	309,474	417,789	
2400 - Clerical/Tech/Office Staff	165,000	255,316	344,676	
TTL Non-Certificated Salaries	**625,000**	**967,105**	**1,305,592**	
3000 - Employee Benefits				
3101 - STRS Certificated	181,100	296,093	399,705	
3202 - 401a/403b	112,888	200,191	305,508	
3301 - Soc. Sec/Medicare Certificated	26,260	38,553	50,728	
3302 - Soc. Sec/Medicare Classified	47,813	70,195	92,364	
3401 - Health Insurance Benefits - Cert	290,400	424,017	551,094	
3402 - Health Insurance Benefits - Class	156,000	227,778	296,042	
3501 - State Unemployment Ins - Cert	906	1,348	1,786	
3502 - State Unemployment Ins - Class	313	465	616	
3601 - Workmen's Comp Certificated	24,249	36,094	47,823	
3602 - Workmen's Comp Classified	8,369	12,457	16,504	
TTL Employee Benefits	**848,296**	**1,307,189**	**1,762,171**	

Highlands Independent Study
2019-20 July Budget
MULTI-YEAR PROJECTION DETAIL

Description	July Budget	2020-21 (Year 2)	2021-22 (Year 3)	Notes/Comments
General Inflation Assumption	-	2.5%	2.5%	
Healthcare Inflation	-	3.0%	3.0%	
STRS Rate	18.13%	18.60%	18.10%	
Step Increase	-	3.0%	3.0%	
COLA	-	2.0%	2.0%	
Enrollment	**500**	**737**	**947**	
4000 - Books/Supplies/Materials				
4100 - Textbooks & Reference Material	50,000	77,400	104,500	
4200 - Other Instructional Material	10,000	15,500	20,900	
4310 - Student Instructional Materials	700,000	1,083,200	1,462,300	
4315 - Janitorial Supplies	5,000	7,700	10,400	
4320 - Office Supplies	10,000	15,500	20,900	
4330 - Student Incentives / Events	10,000	15,500	20,900	
4350 - Other Supplies	10,000	15,500	20,900	
4400 - Noncapitalized Equipment	350,000	541,600	731,200	
TTL Books/Supplies/Materials	**1,145,000**	**1,771,900**	**2,392,000**	
5000 - Services & Operations				
5200 - Travel and Conferences	50,000	77,400	104,500	
5210 - Mileage	10,000	15,500	20,900	
5300 - Dues and Memberships	5,000	5,125	5,253	
5400 - Liability Insurance	20,000	30,900	41,700	
5510 - Utilities (General)	22,500	34,800	47,000	
5520 - Janitorial	15,000	23,200	31,300	
5610 - Facility Rental	30,000	46,400	62,600	
5620 - Equipment Leases	60,000	92,800	125,300	
5630 - Maintenance & Repair	15,000	23,200	31,300	
5800 - Professional/Consulting Services	60,000	92,800	125,300	
5810 - Legal	100,000	154,700	208,800	
5820 - Audit/CPA Costs	15,000	23,200	31,300	
5825 - DMS Business Services	132,775	179,711	237,984	
5840 - Advertisement	67,400	69,085	70,812	
5850 - Authorizer Oversight Fee	56,500	86,027	113,985	
5855 - Interest on Short-Term Debt (<1 yr)	25,000	25,625	26,266	
5860 - Bank Fees	10,000	10,250	10,506	
5910 - Telephone	10,000	15,500	20,900	
5920 - Telecom/Internet	12,500	19,300	26,100	
5930 - Postage	2,500	3,900	5,300	
TTL Services & Operations	**719,175**	**1,029,422**	**1,347,106**	
6000 - Capital Outlay				
6900 - Depreciation	25,000	25,000	25,000	
TTL Capital Outlay	**25,000**	**25,000**	**25,000**	
TTL EXPENDITURES	**5,173,471**	**7,759,410**	**10,330,363**	
Revenues less Expenditures	**579,870**	**1,006,974**	**1,278,617**	
Beginning Fund Balance	-	**579,870**	**1,586,844**	
Net Revenues	**579,870**	**1,006,974**	**1,278,617**	
ENDING BALANCE	**579,870**	**1,586,844**	**2,865,461**	
ENDING BALANCE AS % OF OUTGO	**11.21%**	**20.45%**	**27.74%**	

Highlands Independent Study
2019-20 July Budget
MULTI-YEAR PROJECTION DETAIL - NON-SUPPLEMENTAL AND CONCENTRATION

Description	July Budget	2020-21 (Year 2)	2021-22 (Year 3)	Notes/Comments
General Inflation Assumption	-	2.5%	2.5%	
Healthcare Inflation	-	3.0%	3.0%	
STRS Rate	18.13%	18.60%	18.10%	
Step Increase	-	3.0%	3.0%	
COLA	-	2.0%	2.0%	
Enrollment	500	737	947	
P-2 ADA	475.00	700.00	900.00	
REVENUES				
General Purpose Entitlement				
8011 - LCFF/General Purpose	3,475,949	5,398,797	7,279,224	
8012 - Education Protection Account	95,000	140,000	180,000	
8096 - Funding in Lieu of Property Taxes	641,250	945,000	1,215,000	
TTL General Purpose Entitlement	**4,212,199**	**6,483,797**	**8,674,224**	
Federal Revenue				
TTL Federal Revenue	-	-	-	
Other State Revenue				
8550 - Mandate Block Grant	-	11,431	14,697	
8560 - State Lottery Revenue	103,342	152,293	195,805	
8980 - Revenue Transfer	-	(105,943)	(279,236)	
TTL Other State Revenue	**103,342**	**57,781**	**(68,734)**	
-				
Other Local Revenue				
TTL Other Local Revenue	-	-	-	
TTL REVENUES	**4,315,541**	**6,541,578**	**8,605,491**	
EXPENDITURES				
1000 - Certificated Salaries				
1100 - Teachers' Salaries	1,488,200	2,159,303	2,824,182	Budget Year x Step x COLA x Increase in ADA
1200 - Certificated Support	-	-	-	
1300 - Certificated Supervisory/Admin	-	-	-	
TTL Certificated Salaries	**1,488,200**	**2,159,303**	**2,824,182**	
2000 - Non-Certificated Salaries				
2100 - Instructional Aide Salaries	50,000	77,368	104,447	
2200 - Classified Support Salaries	-	-	-	
2300 - Classified Supervisory/Admin	-	-	-	
2400 - Clerical/Tech/Office Staff	-	-	-	
TTL Non-Certificated Salaries	**50,000**	**113,179**	**142,048**	
3000 - Employee Benefits				
3101 - STRS Certificated	181,100	296,093	399,705	
3202 - 401a/403b	112,888	200,191	305,508	
3301 - Soc. Sec/Medicare Certificated	26,260	38,553	50,728	
3302 - Soc. Sec/Medicare Classified	47,813	70,195	92,364	
3401 - Health Insurance Benefits - Cert	215,400	307,964	394,423	
3402 - Health Insurance Benefits - Class	86,000	119,462	149,816	
3501 - State Unemployment Ins - Cert	906	1,348	1,786	
3502 - State Unemployment Ins - Class	313	465	616	
3601 - Workmen's Comp Certificated	24,249	36,094	47,823	
3602 - Workmen's Comp Classified	8,369	12,457	16,504	
TTL Employee Benefits	**703,296**	**1,082,821**	**1,459,274**	

Highlands Independent Study
2019-20 July Budget
MULTI-YEAR PROJECTION DETAIL - NON-SUPPLEMENTAL AND CONCENTRATION

Description	July Budget	2020-21 (Year 2)	2021-22 (Year 3)	Notes/Comments
General Inflation Assumption	-	2.5%	2.5%	
Healthcare Inflation	-	3.0%	3.0%	
STRS Rate	18.13%	18.60%	18.10%	
Step Increase	-	3.0%	3.0%	
COLA	-	2.0%	2.0%	
Enrollment	**500**	**737**	**947**	
4000 - Books/Supplies/Materials				
4100 - Textbooks & Reference Material	50,000	77,400	104,500	
4200 - Other Instructional Material	10,000	15,500	20,900	
4310 - Student Instructional Materials	320,000	495,200	668,500	
4315 - Janitorial Supplies	5,000	7,700	10,400	
4320 - Office Supplies	10,000	15,500	20,900	
4330 - Student Incentives / Events	10,000	15,500	20,900	
4350 - Other Supplies	10,000	15,500	20,900	
4400 - Noncapitalized Equipment	350,000	541,600	731,200	
TTL Books/Supplies/Materials	**765,000**	**1,183,900**	**1,598,200**	
5000 - Services & Operations				
5200 - Travel and Conferences	45,000	69,663	94,055	
5210 - Mileage	10,000	15,500	20,900	
5300 - Dues and Memberships	5,000	5,125	5,253	
5400 - Liability Insurance	20,000	30,900	41,700	
5510 - Utilities (General)	22,500	34,800	47,000	
5520 - Janitorial	15,000	23,200	31,300	
5610 - Facility Rental	30,000	46,400	62,600	
5620 - Equipment Leases	60,000	92,800	125,300	
5630 - Maintenance & Repair	15,000	23,200	31,300	
5800 - Professional/Consulting Services	50,000	77,326	104,411	
5810 - Legal	100,000	154,700	208,800	
5820 - Audit/CPA Costs	15,000	23,200	31,300	
5825 - DMS Business Services	132,775	179,711	237,984	
5840 - Advertisement	67,400	69,085	70,812	
5850 - Authorizer Oversight Fee	56,500	86,027	113,985	
5855 - Interest on Short-Term Debt (<1 yr)	25,000	25,625	26,266	
5860 - Bank Fees	10,000	10,250	10,506	
5910 - Telephone	10,000	15,500	20,900	
5920 - Telecom/Internet	12,500	19,300	26,100	
5930 - Postage	2,500	3,900	5,300	
TTL Services & Operations	**704,175**	**1,006,212**	**1,315,772**	
6000 - Capital Outlay				
6900 - Depreciation	25,000	25,000	25,000	
TTL Capital Outlay	**25,000**	**25,000**	**25,000**	
TTL EXPENDITURES	**3,735,671**	**5,570,414**	**7,364,475**	
Revenues less Expenditures	**579,870**	**971,164**	**1,241,016**	
Beginning Fund Balance	-	**579,870**	**1,551,034**	
Net Revenues	**579,870**	**971,164**	**1,241,016**	
ENDING BALANCE	**579,870**	**1,551,034**	**2,792,049**	
ENDING BALANCE AS % OF OUTGO	**15.52%**	**27.84%**	**37.91%**	

Highlands Independent Study
2019-20 July Budget
MULTI-YEAR PROJECTION DETAIL - SUPPLEMENTAL AND CONCENTRATION

Description	July Budget	2020-21 (Year 2)	2021-22 (Year 3)	Notes/Comments
General Inflation Assumption	-	2.5%	2.5%	
Healthcare Inflation	-	3.0%	3.0%	
STRS Rate	18.13%	18.60%	18.10%	
Step Increase	-	3.0%	3.0%	
COLA	-	2.0%	2.0%	
Enrollment	500	737	947	
P-2 ADA	475.00	700.00	900.00	
REVENUES				
General Purpose Entitlement				
8011 - LCFF/General Purpose	1,437,800	2,118,863	2,724,253	
8012 - Education Protection Account	-	-	-	
8096 - Funding in Lieu of Property Taxes	-	-	-	
TTL General Purpose Entitlement	**1,437,800**	**2,118,863**	**2,724,253**	
Federal Revenue				
TTL Federal Revenue	**-**	**-**	**-**	
Other State Revenue				
8550 - Mandate Block Grant	-	-	-	
8560 - State Lottery Revenue	-	-	-	
8980 - Revenue Transfer	-	105,943	279,236	
TTL Other State Revenue	**-**	**105,943**	**279,236**	
-				
Other Local Revenue				
TTL Other Local Revenue	**-**	**-**	**-**	
TTL REVENUES	**1,437,800**	**2,224,806**	**3,003,489**	
EXPENDITURES				
1000 - Certificated Salaries				
1100 - Teachers' Salaries	7,800	12,069	16,294	Budget Year x Step x COLA x Increase in ADA
1200 - Certificated Support	110,000	170,211	229,784	
1300 - Certificated Supervisory/Admin	205,000	317,211	428,234	
TTL Certificated Salaries	**322,800**	**499,491**	**674,312**	
2000 - Non-Certificated Salaries				
2100 - Instructional Aide Salaries	198,000	306,379	413,612	
2200 - Classified Support Salaries	12,000	18,568	25,067	
2300 - Classified Supervisory/Admin	200,000	309,474	417,789	
2400 - Clerical/Tech/Office Staff	165,000	255,316	344,676	
TTL Non-Certificated Salaries	**575,000**	**889,737**	**1,201,145**	
3000 - Employee Benefits				
3101 - STRS Certificated	-	-	-	
3202 - 401a/403b	-	-	-	
3301 - Soc. Sec/Medicare Certificated	-	-	-	
3302 - Soc. Sec/Medicare Classified	-	-	-	
3401 - Health Insurance Benefits - Cert	75,000	116,053	156,671	
3402 - Health Insurance Benefits - Class	70,000	108,316	146,226	
3501 - State Unemployment Ins - Cert	-	-	-	
3502 - State Unemployment Ins - Class	-	-	-	
3601 - Workmen's Comp Certificated	-	-	-	
3602 - Workmen's Comp Classified	-	-	-	
TTL Employee Benefits	**145,000**	**224,368**	**302,897**	

Highlands Independent Study
2019-20 July Budget
MULTI-YEAR PROJECTION DETAIL - SUPPLEMENTAL AND CONCENTRATION

Description	July Budget	2020-21 (Year 2)	2021-22 (Year 3)	Notes/Comments
General Inflation Assumption	-	2.5%	2.5%	
Healthcare Inflation	-	3.0%	3.0%	
STRS Rate	18.13%	18.60%	18.10%	
Step Increase	-	3.0%	3.0%	
COLA	-	2.0%	2.0%	
Enrollment	500	737	947	
4000 - Books/Supplies/Materials				
4100 - Textbooks & Reference Material	-	-	-	
4200 - Other Instructional Material	-	-	-	
4310 - Student Instructional Materials	380,000	588,000	793,800	
4315 - Janitorial Supplies	-	-	-	
4320 - Office Supplies	-	-	-	
4330 - Student Incentives / Events	-	-	-	
4390 - Other Supplies	-	-	-	
4400 - Noncapitalized Equipment	-	-	-	
TTL Books/Supplies/Materials	**380,000**	**588,000**	**793,800**	
5000 - Services & Operations				
5200 - Travel and Conferences	5,000	7,737	10,445	
5210 - Mileage	-	-	-	
5300 - Dues and Memberships	-	-	-	
5400 - Liability Insurance	-	-	-	
5510 - Utilities (General)	-	-	-	
5520 - Janitorial	-	-	-	
5610 - Facility Rental	-	-	-	
5620 - Equipment Leases	-	-	-	
5630 - Maintenance & Repair	-	-	-	
5800 - Professional/Consulting Services	10,000	15,474	20,889	
5810 - Legal	-	-	-	
5820 - Audit/CPA Costs	-	-	-	
5825 - DMS Business Services	-	-	-	
5840 - Advertisement	-	-	-	
5850 - Authorizer Oversight Fee	-	-	-	
5855 - Interest on Short-Term Debt (<1 yr)	-	-	-	
5860 - Bank Fees	-	-	-	
5910 - Telephone	-	-	-	
5920 - Telecom/Internet	-	-	-	
5930 - Postage	-	-	-	
TTL Services & Operations	**15,000**	**23,211**	**31,334**	
6000 - Capital Outlay				
6900 - Depreciation	-	-	-	
TTL Capital Outlay	**-**	**-**	**-**	
TTL EXPENDITURES	**1,437,800**	**2,224,806**	**3,003,489**	
Revenues less Expenditures	**-**	**0.00**	**(0.00)**	
Beginning Fund Balance	**-**	**-**	**0**	
Net Revenues	**-**	**0**	**(0.00)**	
ENDING BALANCE	**-**	**0**	**(0)**	
ENDING BALANCE AS % OF OUTGO	**0.00%**	**0.00%**	**0.00%**	

Highlands Community Charter and Technical Schools

Special Board Meeting Minutes

1333 Grand Ave. , Sacramento, CA 95821
July 28, 2015
Wednesday, 3:00 P.M.

Board Policy Regarding Board Minutes:

The minutes of open session meetings of the Board record all motions, show the names of Board members making and seconding motions and state the vote upon the motion. The open session minutes also record all resolutions, the recommendations of the administration and the substance of the Board's discussion or the substance of statements pertinent to Board's business made by members of the staff or public. The minutes follow a generally accepted pattern in form.

The original copy of the open session minutes are signed by the Secretary of the Board and approved by the Board. Original minutes are bound in chronological order, volumed by fiscal year and paged consecutively. The following documents are bound with the official minutes and referred to in the text of the minutes to which they apply:

- Original copies of all resolutions unless required by other agencies, in which case photocopies of the originals may be substituted
- Original copy of all budget transfers
- Copies of any document determined by the Board of Trustees to be attached to the official minutes
- Other documents which, in the opinion of the Secretary, are necessary to fully substantiate or record Board of Trustee action.

In addition to the official minutes, an additional copy of all minutes and attached documents are maintained in the office of the Secretary of the Board. This set of minutes is bound, indexed by those categories detailed above and by subject. The bound minutes and accompanying documents are open to public scrutiny within the boundaries of the law.

Pledge of Accuracy

As the Secretary of Highlands Community Charter School, the following minutes are to the best of my knowledge accurate and sufficiently complete to represent what occurred at the board meeting.

Signature _____ Date 10/16/15

Highlands Community Charter and Technical Schools

Special Board Minutes

1333 Grand Avenue, Sacramento, CA 95838

Tuesday, July 28, 2015
Open Session: 3:00 p.m.
Meeting in Building A-2
Agenda Publicly Posted on July 27, 2015 by Connie Swink

Instructions for Presentations to the Board by Parents, Students and Public

Highlands Community Charter School (HCCS) welcomes your participation at the schools Board Meetings. The purpose of a public meeting of the Board is to conduct the affairs of HCCS in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in our school. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. Agendas are available to audience members at the door to the meeting
2. Blue "Request to Speak" cards are available to all audience members who wish to speak on any agenda item or under the general category of "Public Comment".
3. "Public Comment" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to 2 minutes and total time allotted to non-agenda items will not exceed (20) twenty minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
4. With regard to items that are on the agenda, you must specify that agenda item on your blue request card and you will be given an opportunity to speak for up to (5) five minutes when the Board discusses that item.
5. When addressing the Board, speakers are requested to state their names and address from the podium and adhere to the time limits set forth.
6. Citizens may request that a topic related to school business be placed on a future agenda in accordance with guidelines in the Board Policies. Once such an item is properly on the agenda and publically noticed, the Board can discuss, respond and possibly act on that item.
7. In compliance with the Americans with Disabilities Act (ADA) and upon 72 hour request, the school may furnish auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternatives modification of the agenda in order to participate in Board Meetings are invited to contact the Principal's office.

I. PRELIMINARY

A. Call to Order 3:00 p.m. — President

B. Roll Call — President

Director	Present	Absent
Mr. Ward Allen, President	☒	☐
Mr. Matt Powers, Secretary	☒	☐
Ms. Linda Fowler, LEA Representative	☒	☐
Mr. Murdock Smith, Treasurer/CFO	☒	☐
Mr. Doyle Radford, Director	☒	☐
Ms. Josie Washington, Director	☐	☒
Quorum Required:	4 Of 6	

II. AGENDA REVIEW

An opportunity for the Board to adjust, the order of, or remove agenda items.

III. NON-SCHEDULED ITEMS REQUIRING IMMEDIATE ACTION

Items not placed on the agenda may be considered by the board only in exceptional circumstances, such as emergency situations (requiring a majority vote to consider) or when an issue came to the attention of the school subsequent to the agenda being posted (requiring a two-thirds vote to consider).

Minutes

None

IV. CLOSED SESSION 3:04 p.m.

In general, the purpose of a closed session is to avoid revealing confidential information that may, in specified circumstances, prejudice the legal or negotiating position of the agency or compromise the privacy interests of employees or students.

1. A. Anticipated Litigation– Legal Counsel (Gov't. Code § 54956.9 (b)

2. B. Report on and discussion of computer security matters. (Govt. Code sec. 54957(a)

V. OPEN SESSION

A. Call to Order of Open Session — President

B. Flag Salute — Treasurer

C. Reporting of Actions Taken in Closed Session — President

Report on closed session items

1. Anticipated Litigation– Legal Counsel

Minutes

Angela Tellegia - Off the table by Attorney,Tom Cregger

2. Report on and discussion of computer security matters. (Govt. Code sec. 54957(a))

Minutes

Request to follow up with Mechanic bank regarding the check issue.

D. Public Comment

Minutes

None – Special Meeting

E. Principal's Report — Principal

This is a presentation of information which has occurred since the last Board Meeting.

Minutes

Taken off the table

VI. ITEMS SCHEDULED FOR INFORMATION & DISCUSSION

This portion of the meeting is reserved for general discussions within the board in which the board may give direction to the principal or other designee. Formal motions and resolutions may also be voted on during this portion of the meeting.

Minutes

None

ITEMS SCHEDULED FOR ACTION

A. Nomination/Election of new Board Members (2) Secretary

Ms. Sharon Rocco, and Mr. Ricky Jones

Minutes

The Board nominates and votes to elect Ms Sharon Rocco and Mr. Ricky Jones as new Board members. Motion carries.

Director	Order	Aye	Noe	Abstain	Absent
Ward Allen		☒	☐	☐	☐
Matt Powers		☒	☐	☐	☐
Linda Fowler		☒	☐	☐	☐
Murdock Smith	Motioned	☒	☐	☐	☐
Doyle Radford	Seconded	☒	☐	☐	☐
Josie Washington		☐	☐	☐	☒
Total		**5**	**0**	**0**	**1**

B. Resignation of Board Member(s) Treasurer

Minutes

Murdock Smith resigns from the Treasurer/CFO position and from from the HCCTS School Board.

This move does not require a vote.

C. ByLaw Amendments Legal Counsel

Minutes

Article VII, Section , the following wording is to be added to the paragraph.

"If a member of the Board of Directors is absent without the knowledge of permission of the President or the Secretary for more than two successive Board meetings, the Board member's office shall be declared vacant, **(subject to Review by the Board)**, and will be filled pursuant to Article VII, Section 6 of these ByLaws."

The item remaining will remain under review.

There were no Public Comments.

D. Consideration and Approval of By-Law Amendments

Minutes

Article VIII, Section 11. Treasurer/CFO This is a new description as president. It is legal and should reconstitute with the new Board members.

Director	Order	Aye	Noe	Abstain	Absent
Ward Allen		☒	☐	☐	☐
Matt Powers		☒	☐	☐	☐
Linda Fowler		☒	☐	☐	☐
Murdock Smith	Motioned	☒	☐	☐	☐
Doyle Radford	Seconded	☒	☐	☐	☐
Josie Washington		☐	☐	☐	☒
Total		**5**	**0**	**0**	**1**

E. Appointment of General Manager/Delegation of General Manager Duties

President

Minutes

President, Ward Allen, will turn over the General Manager duties to Murdock Smith.

As of August 31, 2015 Ward will resign from President of the School Board but remain the President of the Corporation.

F. Use of Educator Effectiveness Grant

Jacob Walker

$71.00 per ADA must be approved and monitored.

Minutes

Jacob presented a handout explaining the Educator Effectiveness Grant. The motion passed.

Director	Order	Aye	Noe	Abstain	Absent
Ward Allen		☒	☐	☐	☐
Matt Powers	Motion	☒	☐	☐	☐
Linda Fowler		☒	☐	☐	☐
Murdock Smith		☒	☐	☐	☐
Doyle Radford	Seconded	☒	☐	☐	☐
Josie Washington		☐	☐	☐	☒
Total		**5**	**0**	**0**	**1**

VII. ITEMS TO BE ADDED FOR NEXT MEETING

This portion of the meeting is reserved for the addition of agenda items for a following board meeting by any board member. Items may also be added to the agenda by any Board Member, the Principal, or a Coordinator, at any time prior to the public posting of the agenda. The next Board Meeting will take place August 6, 2015 at 5:00 in Building A-2.

A. Review Board Oversight Calendar

B. Board Member Comments/Requests of Staff

Minutes

Doyle- extended congratulations to the Sharon Rocco and Ricky Jones ,

Ricky – said Thanks for the opportunity and would like to have some Charter School literature.

Linda – expressed congratulations to both Sharon and Ricky

Sharon – said she is thrilled be be here. Thank you and she is honored.

Matt – offered his welcome and invited Sharon and Ricky to come to HCCTS and meet the students and see the school.

Doc – said he will put together the Board packet for the new Board members.

VIII. ADJOURNMENT by Ward at 3:50 p.m.

Highlands Community Charter and Technical Schools

Board Meeting Minutes

1333 Grand Ave. , Sacramento, CA 95821

November 3, 2016

Board Policy Regarding Board Minutes:

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- Original copy of all budget transfers
- Copies of any document determined by the Board of Trustees to be attached to the official minutes
- Other documents which, in the opinion of the Secretary, are necessary to fully substantiate or record Board of Trustee action.

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Pledge of Accuracy

As the Secretary of Highlands Community Charter School, the following minutes are to the best of my knowledge accurate and sufficiently complete to represent what occurred at the board meeting.

Signature _____ Date 12/20/16

HIGHLANDS COMMUNITY CHARTER SCHOOL

Board of Directors
Sharon Rocco, Matt Powers, Doyle Radford, Ricky Jones, Sonja Cameron
Corporate Staff/Legal Counsel
Ward Allen, Murdock Smith, Tom Cregger

Minutes

DATE & TIME: **Thursday, November 3, 2016 @ 3:00 p.m.**
LOCATION: 1333 Grand Ave., Sacramento, CA 95838, Board Room A-2
916-844-2283

A. Call to Order & Roll Call: Chairperson Sharon Rocco called the meeting to order at 3:10 p.m.
Trustees Present: Sharon Rocco, Matt Powers, Ricky Jones, Doyle Radford, Sonja Cameron

B. Adoption of Agenda:
Approved as Presented
Motion: Sonja Cameron
Second: Doyle Radford
Vote: Unanimous

C. Flag Salute Lead by: Matt Powers, Doyle Radford and Rick Jones

D. Hearing of Parties Desiring to Address the Board and/or Present Petition
Anyone may address the board regarding any item that is within the board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the board regarding any item(s) not listed on the agenda. The board, by law, may not take action on an item introduced during this portion of the agenda. These presentations are limited to 2 minutes, and total time allotted to non-agenda items will not exceed (20) twenty minutes.

1. Questions were taken from the audience regarding the topic of when community members may speak. Chairperson Rocco explained the public testimony at regular meetings section 54954.3: The public may comment on agenda items before or during consideration by the legislative body on any item.

E. Closed Session

1. Personnel Matter Govt. Code § 54957(b)(1) - Public Employee Discipline/Dismissal/Release

2. Anticipated Litigation Gov't. Code § 54956.9(b)(1)(3)(A)

Reporting of Action(s) Taken in Closed Session

Chairperson Rocco

Open Session reconvened at 4:03 P.M.

1. Report on closed session items:
   Information was received from Legal Counsel and direction was given on both items.
   No action was taken

F. Business, Action Items:

1. College Readiness Block Grant — Jacob Walker

Recommendation to Ratify the College Readiness Block Grant

A motion was made to bring this back to the next meeting with additional information.

Approved:

Motion: Sonja Cameron
Second: Doyle Radford
Vote: Motion carries

2. Early College High School Program — Jacob Walker

Recommendation to approve this program

A motion was made to carry this item over to next month

Approved:

Motion: Sonja Cameron
Second: Doyle Radford
Opposed: Rick Jones
Ayes: Sharon Rocco, Matt Powers,
Vote: Motion carries

3. Amendment of bylaws regarding designation of corporate officers — Tom Cregger

Proposed amendmentof the bylaws designating the corporate officers.

Approved as Presented:

Motion: Sonja Cameron
Second: Doyle Radford
Vote: Motion carries

4. Development of proposed amendment of charter to allow for limited admission of high school graduates into CTE program

Vote to develop a proposed charter amendment to allow for limited admission of high school graduates into CTE program.

Motion: Sonja Cameron
Second: Doyle Radford
Vote: Motion carries

Tom Cregger/Jacob Walker

5. Approval of proposed policy regarding board members' involvement with other education providers.

The recommendation to approve the proposed policy on board members accepting or acting in positions of responsibility for other education providers. Tom Cregger

Approved: A motion was made to remove this item from action items and change it to a discussion item:

Motion: Sonja Cameron
Second: Doyle Radford
Vote: Motion carries

G. Adoption of Minutes

1. October 6, 2016 Sharon Rocco

Approved to adopt with the discussed amendments

Motion: Matt Powers
Second: Doyle Radford
Ayes: Sharon Rocco and Rick Jones
Abstain: Sonja Cameron – was not present for the October meeting.
Vote: Motion carries

H. Unfinished Business, Information, and Discussion

This portion of the meeting is reserved for general discussions within the board in which the board may give direction to staff. Formal motions, action and resolutions may also be voted on during this portion of the meeting.

1. Discussion of Board and Staff Communication/Relationship Clarification of Staff Understanding of the Board role. Sharon Rocco

Direction was given by Ms. Rocco that communication needs to be improved.

Announcements:

a. HCCTS has begun advertising with Consent Content and CAIR academy.
b. Mexican consulate has donated 400 books.
c. Sharif Jewelers donated $1,000.
d. Salam Mosque has begun advertising to their students.

I. Reports/Communications

1. General Report by Executive Director Murdock Smith

Announcements:

a. HCCTS will be changing from Buckmaster to Ray Morgan Company.
b. Alhambra bottled water will be placed at every site
c. A new Employee Handbook will be presented at the next board meeting.
d. Average Daily Attendance as of October 27, 2016 was 957.
e. The play care center at the Grand Ave. site will move from D-1 to Building K.

f. HCCTS now consists of 22 sites: Grand Ave, Mather, Maple, Asian Resources-North, Asian Resources - South, Asian Resources - Alhambra, St. Matthews, McClellan, Lao Family -Dom Way, St. John's, Food Bank, Urban League, St. Peter's, Shores of Hope, West Capitol Courtyard, Collins Teen Center, St. Rose, Grove Ave. Sacramento Housing Redevelopment Agency, Faith Legacy, Our Lady of Guadalupe and Bach Viet.
g. Five hubs are Grand Ave., Mather, St. Rose, Our Lady of Guadalupe, and West Sacramento, (Collins Teen Center, Shores of Hope and the West Capitol Courtyard).

J. Board Comment

There were no Board comments — Sharon Rocco

K. Next Meeting: Regular Board Meeting scheduled for December 1, 2016

L. Adjournment

Sharon Rocco adjourned the meeting at 5:58 P.M.

ARTICLE VIII - OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a ~~President, a Vice-President~~Chair of the Board, a Secretary, ~~and a Treasurer~~a Treasurer ~~who shall also serve as Chief Financial Officer~~, and an Executive Director. The corporation, at the board's direction, may ~~also have a chairman of the board,~~ one or more Vice-Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed under Article VIII, Section 4 of these bylaws.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that the Secretary, Treasurer or~~/~~Chief Financial Officer may not serve concurrently as ~~either~~ the ~~President or the chairman of the board.~~Chair of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation, except any appointed under Article VIII Section 4 of these bylaws, shall be chosen annually by the Board of Directors and shall serve at the pleasure of the board, subject to the rights of any officer under any employment contract.

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

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

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

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. ~~PRESIDENT~~CHAIR OF THE BOARD. Subject to ~~such~~ the supervisory powers and control of the board,~~as the Board of Directors may give to the chairman of the board, if any, and subject to the control of the board,~~ the ~~President~~ Chair shall preside at all board meetings and shall be considered the chief officer of the corporation, and in the absence of an Executive Director, shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The ~~President~~ Chair shall have such other powers and duties as the Board of Directors or the bylaws may require.

~~Section 9. VICE-PRESIDENT. If the President is absent or disabled, the Vice-President shall perform all duties of the President. When so acting, the Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-President shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require. If there is no Vice-President or the Vice-President elects not to replace the President, then the Secretary or Treasurer in that order shall replace the President.~~

Section ~~10~~9. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the board, and of committees of the board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; and the names of persons present at Board of Directors and committee meetings.

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

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

Section ~~11~~10. TREASURER~~/CHIEF FINANCIAL OFFICER~~. The ~~Chief Financial Officer~~Treasurer, or designee, shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the members and directors such financial statements and reports as are required to be given by law, by these bylaws, or by the board. The books of account shall be open to inspection by any director at all reasonable times.

The ~~Chief Financial Officer~~Treasurer, or designee, shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (ii) disburse the corporation's funds as the Board of Directors may order; (iii) render to the President, chairman of the board, if any, and the board, when requested, an account of all transactions as ~~Chief Financial Officer~~Treasurer and of the financial condition of the corporation; and (iv) have such other powers and perform such other duties as the board, contract, job specification, or the bylaws may require.

If required by the board, the ~~Chief Financial Officer~~Treasurer shall give the corporation a bond (paid for by the Corporation) in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the ~~Chief Financial Officer~~Treasurer on his or her death, resignation, retirement, or removal from office. The ~~Chief Financial Officer~~Treasurer, or designee, shall also be in charge of all student financial matters

including Pell Grant complaints/disputes/resolution and shall represent the Corporation at any and all audits of its affairs.

SECTION 11. EXECUTIVE DIRECTOR. Subject to the control and supervisory powers of the board, the Executive Director shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification.

The Executive Director shall act as the designee of the Treasurer, and be responsible for all functions of that officer as set out in Section 10, and in that regard shall act as the Chief Financial Officer of the corporation. The Executive Director shall report to the Treasurer and the board with respect to those duties.

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

Highlands Community Charter and Technical Schools

Board Meeting Minutes

1333 Grand Ave. , Sacramento, CA 95838
August 10, 2017

Board Policy Regarding Board Minutes:

The minutes of open session meetings of the Board record all motions, show the names of Board members making and seconding motions and state the vote upon the motion. The open session minutes also record all resolutions, the recommendations of the administration and the substance of the Board's discussion or the substance of statements pertinent to Board's business made by members of the staff or the public. The minutes follow a generally accepted pattern in form.

The original copy of the open session minutes is signed by the Secretary of the Board and approved by the Board. Original minutes are bound in chronological order, volumed by fiscal year and paged consecutively. The following documents are bound with the official minutes and referred to in the text of the minutes to which they apply:

- Original copies of all resolutions unless required by other agencies, in which case, photocopies of the originals may be substituted
- Original copy of all budget transfers
- Copies of any document determined by the Board of Trustees to be attached to the official minutes
- Other documents which, in the opinion of the Secretary, are necessary to fully substantiate or record Board of Trustee action.

In addition to the official minutes, an additional copy of all minutes and attached documents are maintained in the office of the Secretary of the Board. This set of minutes is bound, indexed by those categories detailed above and by subject. The bound minutes and accompanying documents are open to public scrutiny within the boundaries of the law.

Pledge of Accuracy

As the Secretary of Highlands Community Charter School, the following minutes are to the best of my knowledge accurate and sufficiently complete to represent what occurred at the board meeting.

Signature

Date 9/20/17

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Board Members
Sharon Rocco, Chairperson, Doyle Radford, Vice-President, Matt Powers, Secretary,
Ricky Jones, Sonja Cameron, Ernie Daniels, Kevin Ferreira, Lauren Mistretta,
Sondra Betancourt, LEA
Executive Director/Legal Counsel
Murdock Smith, Tom Cregger

BOARD MEETING
MINUTES

DATE & TIME: **Thursday, August 10, 2017 @ 3:00 PM**
LOCATION: 1333 Grand Ave., Sacramento, CA 95838, Conference Room in Building B
916-844-2283

A. Call to Order:
Board Chair Sharon Rocco called the regular board meeting to order at 3:00 p.m.

Directors Present: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Directors Absent: Sonja Cameron

B. Adoption of Agenda
This is an opportunity for the Board to adjust the order of, or remove agenda items.

C. Flag Salute:
Led by Doyle Radford

D. Hearing of Parties Desiring to Address the Board and/or Present Petition
Anyone may address the board regarding any item that is within the board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the board regarding any item not listed on the agenda. Interested persons must submit a request, which is available in card form. These presentations are limited to 2 minutes, and total time allotted will not exceed (20) twenty minutes.

Linda Fowler commented on Action Item 8. She suggested the acronyms be spelled out on the Director of Instruction job description.

E. Reports

1. Executive Director's Report

Executive Director Doc Smith talked about reports that go out to the Board on a weekly basis. He also mentioned that September 10th and 11th are staff professional development days meaning they're non-student, non-apportioned days. Department of Homeland Security will hold a workshop on September 11th at 9:00 a.m. educating staff on countering violent extremism. Executive Director and Site Administrator plan on visiting Twin Rivers Unified School District's Adult Education Program.

F. Action Items
Anyone may address the board regarding any item that is on the agenda. Interested persons must submit a request, which is available in card form prior to commencement of the Board Meeting. These presentations are limited to 2 minutes.

1. Amendment of Article VII, Section 6 of the Bylaws

To resolve any ambiguity in the Bylaws as to when the Board may vote to elect directors where the number of elected directors is fewer than the number authorized in Article VII, section 3 of the Bylaws (currently 11).

Section 6. VACANCIES. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death or resignation of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a serious felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Non-Profit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; ~~or~~ (d) the failure of the nominator to nominate the number of directors required to be elected at such time as a vacancy occurs~~.~~; or (e) where the number of directors is fewer than that authorized by these Bylaws.

Vacancies on the Board of Directors ~~shall~~ may be filled by a simple majority of the Board of Directors at any meeting of the Board, or, if the number of directors then in office is less than a quorum, by (1) the unanimous consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code section 5211, or (3) a sole remaining director.

Motion Passed: A motion is made to approve the amendment of Article VII, Section 6 of the Bylaws.
Motion: Matt Powers
Second: Rick Jones
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt
Absent: Sonja Cameron

2. Nomination of and Election of Directors

Article VII, section 3 of the Bylaws requires that the Board have an odd number of directors. Currently, there are 6. At least one new director should be elected to comply with the Bylaws requirements.

A. Ernie Daniels

Motion Passed: A motion was made to nominate and elect Ernie Daniels as a Board member.
Motion: Rick Jones
Second: Sondra Betancourt
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt
Absent: Sonja Cameron

B. Kevin Ferreira

Motion Passed: A motion was made to nominate and elect Kevin Ferreira as a Board member.
Motion: Doyle Radford
Second: Matt Powers
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt
Absent: Sonja Cameron

C. Lauren E. Mistretta

Motion Passed: A motion was made to nominate and elect Lauren E. Mistretta as a Board member.
Motion: Sondra Betancourt
Second: Matt Powers
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt
Absent: Sonja Cameron

All nominations were approved. New board members will be sworn in at the next board meeting.

3. Approval of Allowing Board Members to Participate in HCCTS Health Insurance Program

This proposal is to allow Board members to participate in HCCTS sponsored health insurance plans as allowed by law and the plan provisions. Further, to the extent that plan provisions may need to be modified to allow for the same, the Executive Director and General Counsel are authorized to obtain such modifications from the plan providers/administrators.

Motion Passed: This action item was tabled for the next regular scheduled board meeting since not all of the board members were present.
Motion: Sondra Betancourt
Second: Doyle Radford
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Absent: Sonja Cameron

4. Revised Independent Study Policy
The Board approved revised Independent Study Policy.

Motion Passed: A motion to approve revised Independent Study Policy is made.
Motion: Matt Powers
Second: Doyle Radford
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Absent: Sonja Cameron

5. Revised English Language Development Policy
The Board approved revised English Language Development Policy.

Motion Passed: This action item was tabled for the next regular scheduled board meeting per request of Mari Lowes.
Motion: Matt Powers
Second: Doyle Radford
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Absent: Sonja Cameron

6. Board Meeting Calendar 2017/2018
The Board approved Board meeting calendar.

Motion Passed: A motion is made to approve the Board meeting calendar.
Motion: Doyle Radford
Second: Rick Jones
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Absent: Sonja Cameron

7. Employee Handbook
The Board approved annually updated Employee Handbook. The Board requested the Legal Counsel to look into bone marrow donation.

Motion Passed: A motion is made to approve the Employee Handbook.
Motion: Doyle Radford
Second: Rick Jones
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Absent: Sonja Cameron

8. Director of Instruction Job Description
Motion Passed: A motion was made to revise the proposed job description and bring back to the Board for approval.
Motion: Sondra Betancourt
Second: Rick Jones
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Absent: Sonja Cameron

9. Classified Salary Schedule
The Board approved the classified salary schedule.

Motion Passed: A motion was made to adopt the classified salary schedule and request all related job descriptions be presented at the next regular scheduled Board meeting.
Motion: Matt Powers
Second: Rick Jones

Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Absent: Sonja Cameron

G. Consent Agenda Items

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

Adoption of Minutes

1. Regular Board Meeting June 22, 2017
2. Special Board Meeting June 29, 2017
3. Regular Board Meeting July 06, 2017
4. Special Board Meeting July 27, 2017

Motion Passed: Motion to accept the minutes as presented.
Motion: Doyle Radford
Second: Rick Jones
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt
Abstained: Ernie Daniels
Absent: Sonja Cameron

H. Information and Discussion

First Reading of new board policies will be brought back at a later meeting for Board action

1. Academic Standards Policy
2. Education with 504 Plans Policy
3. Employee Professional Expectations Policy
4. Evaluation of Student Achievement Policy
5. Instruction and Curriculum Policy
6. Student Conduct Policy
7. Student Discipline Policy
8. Student Privacy Rights Policy
9. Student Records Policy
10. Student Success Teams Policy
11. Unauthorized Release of Confidential/Privileged Information Policy
12. Work Experience Policy

Information for discussion

13. Work Inforcement and Opportunity Act

I. Board Comments

Doyle Radford, Rick Jones and Sondra Betancourt welcomed new board members. New board member, Ernie Daniels thanked everyone for receiving him. The Board Chair Sharon Rocco commented on an incident at Mather Campus.

J. Next Meeting: September 7, 2017

K. Adjournment: Meeting was adjourned at 4:57 P.M.

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director, at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283.

If you need a copy of the agenda or any attachments please contact Natasha Lutsik at (916) 844-2283.

ARTS-PB | **Articles of Incorporation of a Nonprofit Public Benefit Corporation**

To form a **nonprofit public benefit corporation** in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A **$30** filing fee.
- A separate, non-refundable **$15** service fee also must be included, if you drop off the completed form or document.

Important! Nonprofit corporations in California **are not** automatically exempt from paying California franchise tax or income tax each year. For information about tax requirements and/or applying for tax-exempt status in California, go to https://www.ftb.ca.gov/businesses/exempt_organizations or call the California Franchise Tax Board at (916) 845-4171.

Note: *Before submitting this form*, you should consult with a private attorney for advice about your specific business needs.

3575181

FILED
Secretary of State
State of California

MAY 21 2013

IPC

This Space For Office Use Only

For questions about this form, go to *www.sos.ca.gov/business/be/filing-tips.htm*

Corporate Name (List the proposed corporate name. Go to www.sos.ca.gov/business/be/name-availability.htm for general corporate name requirements and restrictions.)

① The name of the corporation is HIGHLANDS COMMUNITY CHARTER SCHOOL

Corporate Purpose (Item 2a: Check one or both boxes. Item 2b: The specific purpose of the corporation must be listed if you are organizing for "public" purposes, or if you intend to apply for tax-exempt status in California.)

② a. This corporation is a nonprofit **Public Benefit Corporation** and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for: ☑ **public** ☐ **charitable** purposes.

b. The specific purpose of this corporation is to OPERATE AND CONTROL A PUBLIC, COMMUNITY BASED ACADEMIC AND VOCATIONAL CHARTER SCHOOL.

Service of Process (List a California resident or an active 1505 corporation in California that agrees to be your initial agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may **not** list your own corporation as the agent. **Do not** list an address if the agent is a 1505 corporation).

③ a. WARD ALLEN
Agent's Name

b. 3501 MESA VERDES DRIVE | EL DORADO HILLS | CA | 95762
Agent's Street Address (if agent is not a corporation) | *City (no abbreviations)* | *State* | *Zip*

Corporate Addresses

④ a. 3501 MESA VERDES DRIVE | EL DORADO HILLS | CA | 95762
Initial Street Address of Corporation | *City (no abbreviations)* | *State* | *Zip*

b. _____ | _____ | _____ | _____
Initial Mailing Address of Corporation, if different from 4a | *City (no abbreviations)* | *State* | *Zip*

Additional Statements (The following statements are for tax-exempt status in California.)

⑤ a. This corporation is organized and operated exclusively for the purposes set forth in **Article 2a** hereof within the meaning of Internal Revenue Code section 501(c)(3).

b. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

c. The property of this corporation is irrevocably dedicated to the purposes in **Article 2a** hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

d. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for **charitable, educational and/or religious** purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

This form must be signed by each incorporator. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of incorporation.

▶ _____ WARD ALLEN
Incorporator - Sign here | *Print your name here*

Make check/money order payable to: **Secretary of State**	***By Mail***	***Drop-Off***
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a $5 certification fee.	Secretary of State Business Entities, P.O. Box 944260 Sacramento, CA 94244-2600	Secretary of State 1500 11th Street, 3rd Floor Sacramento, CA 95814

Articles of Incorporation of

Highlands Community Charter School

A California Nonprofit Public Benefit Corporation

Article 1

The name of this corporation is **Highlands Community Charter School**

Article 2

This corporation is a nonprofit **Public Benefit Corporation** and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

Article 3

The specific purposes of the corporation are to; (1) control and operate a community based adult academic and vocational charter school in Sacramento, California, thereby addressing a critical and necessary need; (2) encourage the participation of community residents in the charter school; (3) to assist adult charter school students in obtaining livable wage employment; (4) persuade other public and private agencies in the Sacramento region to help us achieve our goals; (5) provide resources for sharing information about training and jobs.

Article 4

The name and address of the corporation's initial agent for service of process is Ward C. Allen; Physical address, 3501 Mesa Verdes Drive, El Dorado Hills, CA 95762.

Article 5

This corporation is organized and operated exclusively for educational, public and charitable purposes within the meaning of Internal Revenue Code section 501(c)(3).

Article 6

All corporate property is irrevocably dedicated to public and charitable purposes and no part of the net earnings of this corporation shall inure to the benefit of any director, officer, or member thereof, or to the benefit of any private person.

Article 7

On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to such organization (or organizations) organized and operated exclusively for educational purposes which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Article 8

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

Ward C. Allen, Incorporator

5-21-13
Signature & Date

Bylaws

of

Highlands Community Charter and Technical Schools (HCCTS)

(A California Non-Profit Public Benefit Corporation)

ARTICLE I - NAME

Section 1. NAME. The name of this corporation is the Highlands Community Charter and Technical Schools (HCCTS)

ARTICLE II - PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is located at 3501 Mesa Verdes Drive, El Dorado Hills in El Dorado County, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

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

ARTICLE III - GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote one or more California public adult charter schools, direct and promote one or more postsecondary schools, and engage in other educational activities. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

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

ARTICLE IV - CONSTRUCTION AND DEFINITIONS

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

ARTICLE V - DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a non-profit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3) and that operates under the laws of the State of California.

ARTICLE VI - CORPORATIONS WITHOUT MEMBERS

Section 1. Corporations Without Members. This corporation shall have no voting members within the meaning of the Non-Profit Corporation Law. The corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. GENERAL POWERS Subject to the provisions and limitations of the California Non-Profit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (also known as the "Board of Directors"). The Board may delegate or contract for the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

1. Appoint and remove, at the pleasure of the Board of Directors, subject to any contractual restrictions, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

2. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in or outside California for holding any meeting of members.

3. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

4. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

5. Seek out and actively pursue outside resources and funding for the purposes of improving, maintaining, or expanding the services provided by the corporation.

Section 3. NOMINATED DIRECTORS AND TERMS. The corporation shall have a minimum of three (3) and maximum of eleven (11) directors. All initial directors shall be designated by the existing Board of Directors. The board shall always maintain an odd-number of directors, to avoid potential tie-votes. In accordance with California Education Code, any school district or county office of education that HCCS has an approved charter school with, may appoint a representative to sit on the Board of Directors. If such a case would cause an even number of directors to exist on the board, an additional board member would be designated by the board. These additional appointed and designated board members may expand the board past the general limit of eleven directors. The initial board members and initial board terms shall be: Mike Brunelle (2018), Jacob J. Walker (2018), Ward Allen (2017) Tom Burruss (2017), Frances Hesselbein (2016), Margot Daniels Tyler (2016), and Kirk Williams (2015).

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation.

Section 5. DIRECTORS TERM. Except for the initial Board of Directors which have their initial terms fixed, each director shall hold office for three (3) years and until a successor director has been designated and qualified. Any expansion of the Board of Directors shall be chosen at the annual meeting of the Board of Directors.

Section 6. VACANCIES. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death or resignation of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a serious felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Non-Profit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the failure of the nominator to nominate the number of directors required to be elected at such time as a vacancy occurs.

Vacancies on the Board of Directors shall be filled by a simple majority of the Board of Directors or, if the number of directors then in office is less than a quorum, by (1) the unanimous consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code section 5211, or (3) a sole remaining director.

Section 7. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President or the Secretary of the board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 8. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 9. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any director(s) being removed before his or her term of office expires.

Section 10. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the corporation. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 11. MEETINGS BY TELEPHONE OR OTHER TELECOMMUNICATIONS EQUIPMENT. Any Board of Directors meeting may be held by conference telephone, video screen communication, electronic mail or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if all of the following apply:

(a) Each member participating in the meeting can communicate concurrently with all other members.

(b) Each member is provided the means of participating in all matters before the board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.

(c) The Board of Directors has adopted and implemented a means of verifying both of the following:

1) A person communicating by telephone, video screen, electronic mail or other communications equipment is a director entitled to participate in the Board of Directors meeting.

2) All statements, questions, actions or votes were made by that director and not by another person not permitted to participate as a director.

(d) The meeting is held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 12. ANNUAL AND REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held on the first Saturday of each month at 2:00 p.m. Pacific Time, at a location to be announced, and include teleconferencing capabilities for board members and members of the public who do not have the capability of physically attending, to still participate in the proceedings.

The Board of Directors shall hold an annual meeting, regular, special, and emergency meetings for purposes of organization, election of officers, and transaction of other business. Agendas must be posted seventy-two (72) hours previous to any regularly

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

Section 13. AUTHORITY TO CALL SPECIAL MEETINGS. Special and emergency meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board, if any, the President, Vice-President, the Secretary, or any two Directors but may only be conducted if one-half of the Board of Directors vote that a situation warranting a special or emergency meeting exists.

Section 14. NOTICE OF SPECIAL OR EMERGENCY MEETINGS. Notice of the time and place of special meetings shall be given to each director by (a) personal delivery of written notice; (b) first-class mail, postage prepaid; (c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; (d) telegram; (e) facsimile; (f) electronic mail; or (g) other electronic means. All such notices shall be given or sent to the director's address or telephone number as shown on the corporation's records and shall be sent with at least such notice as is required in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation which are applicable to the type of meeting called. Voting on any item may be done by; (a) in-person appearance; (b) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; (d) telegram; (e) facsimile; (f) electronic mail; or (g) other electronic means. All such votes shall be conducted by the President.

The notice shall state the time of the meeting and the place, if the place is other than the corporation's principal office and the business to be transacted at the meeting.

All notice requirements will comply with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. QUORUM. A majority of the actual number of directors shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be an act of the board, subject to the more stringent provisions of the California Non-Profit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (b) approval of certain

transactions between corporations having common directorships, (c) creation of and appointments to committees of the board, and (d) indemnification of directors.

Section 16. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 17. COMPENSATION AND REIMBURSEMENT. Directors may receive such compensation, if any, for their services as directors or officers, and such reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

Section 18. CREATION OF POWERS OF COMMITTEES. The board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors or by the President. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the board, to the extent provided in the Board of Directors resolution, except that no committee may:

a) Take any final action on any matter that, under the California Non-Profit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;

b) Fill vacancies on the Board of Directors or any committee of the board;

c) Fix compensation of the directors for serving on the Board of Directors or on any committee;

d) Amend or repeal bylaws or adopt new bylaws;

e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;

f) Create any other committees of the Board of Directors or appoint the members of committees of the board;

g) Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or

(h) Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Corporations Code section 5233(d)(3).

Section 22. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings and other Board of Directors actions, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 23. NON-LIABILITY OF DIRECTORS. No Director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

ARTICLE VIII - OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a President, a Vice-President, a Secretary, and a Treasurer who shall also serve as Chief Financial Officer. The corporation, at the board's direction, may also have a chairman of the board, one or more Vice-Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed under Article VIII, Section 4 of these bylaws.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that the Secretary/Chief Financial Officer may not serve concurrently as either the President or the chairman of the board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation, except any appointed under Article VIII Section 4 of these bylaws, shall be chosen annually by the Board of Directors and shall serve at the pleasure of the board, subject to the rights of any officer under any employment contract.

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

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

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

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the chairman of the board, if any, and subject to the control of the board, the President shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 9. VICE-PRESIDENT. If the President is absent or disabled, the Vice-President shall perform all duties of the President. When so acting, the Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-President shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require. If there is no Vice-President or the Vice-President elects not to replace the President, then the Secretary or Treasurer in that order shall replace the President.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the board, and of committees of the board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; and the names of persons present at Board of Directors and committee meetings.

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

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

Section 11. TREASURER/CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the members and directors such financial statements and reports as are required to be given by law, by these bylaws, or by the board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (ii) disburse the corporation's funds as the Board of Directors may order; (iii) render to the President, chairman of the board, if any, and the board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation; and (iv) have such other powers and perform such other duties as the board, contract, job specification, or the bylaws may require.

If required by the board, the Chief Financial Officer shall give the corporation a bond (paid for by the Corporation) in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office. The Chief Financial Officer shall also be in charge of all student financial matters including Pell Grant complaints/disputes/resolution and shall represent the Corporation at any and all audits of its affairs.

ARTICLE IX - CONTRACTS WITH DIRECTORS AND OFFICERS

Section 1. CONTRACTS WITH DIRECTORS AND OFFICERS. No director of this corporation nor any other corporation, firm, association, or other entity in which one or more of this corporation's directors are directors and have a material financial interest, shall be interested, directly or indirectly, in the contract or transaction, unless (a) the material facts regarding that director's financial interest in such contract or transaction or regarding such common directorship, officer-ship, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the Board of Directors prior to the board's consideration of such contract or transaction; (b) such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose without counting the votes of the interested directors; (c) before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (d) the corporation for its own benefit enters into the

transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

Section 2. CONFLICT OF INTEREST, WITH DEFINITIONS

The purpose of the Conflict of Interest Policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Definitions:

Interested Person. Any director, principal officer, or member of a committee with board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person. If a person is an interested person with respect to any entity of which the Corporation is a part, he or she is an interested person with respect to all entities.

Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family: an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not substantial in nature. A financial interest is not necessarily a conflict of interest. Under Article III, Section two (2), a person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts to the board, and after any discussion with the interested person, he/she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

Procedures for Addressing the Conflict of Interest

An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether it is fair and reasonable to the Corporation and shall make its decision as the whether to enter into the transaction or arrangement in conformity with such determination.

Violations of the Conflicts of Interest Policy

If the board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Record of Proceedings

The minutes of the board and all committee with board-delegated powers shall contain: the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed; and the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Compensation

A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

Annual Statements

Each director, principal officer and member of a committee with board delegated powers shall annually sign a statement which affirms that such person: has received a copy of the conflicts of interest policy, has read and understands the policy, has agreed to comply with the policy, and understands the Corporation is charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Periodic Reviews

To ensure the Corporation operates in a manner consistent with charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects: Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arms-length bargaining. Whether partnerships, joint ventures arrangements, and arrangements with management service organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes and do not result in inurement, or impermissible private benefit.

ARTICLE X - LOANS TO DIRECTORS AND OFFICERS

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

ARTICLE XI - INDEMNIFICATION

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

fact that the person is or was a person described in that section. Expenses, as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code section 5238 (b) or section 5238 (c) the Board of Directors shall promptly decide under Corporations Code section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code section 5238 (b) or section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XII - INSURANCE

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such. The corporation shall provide State Teacher Retirement System (STRS) benefits for a certificated employees and Public Employees Retirement System (PERS) for all classified employees.

ARTICLE XIII - MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

a) Adequate and correct books and records of account;

b) Written minutes of the proceedings of its members, board, and committees of the board; and

c) Such reports and records as required by law.

ARTICLE XIV - INSPECTION RIGHTS

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

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the members, the Board of

Directors, and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the member's interest as a member. Any such inspection and copying may be made in person or by the member's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

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

ARTICLE XV - REQUIRED REPORTS

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

a) The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;

b) The principal changes in assets and liabilities, including trust funds;

c) The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

d) The corporation's expenses or disbursement for both general and restricted purposes;

e) Any information required under these bylaws; and

f) An independent accountants' report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all Board members, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each member and furnish to each director a statement of any transaction or indemnification of the following kind:

a) Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than $50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than $50,000. For this purpose, an "interested person" is either:

1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE XVI - BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the charters that created the charter schools or make any provisions of these Bylaws inconsistent with any of those charters, the corporation's Articles of Incorporation, or any laws.

ARTICLE XVII - FISCAL YEAR

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

ARTICLE XVIII – NON DISCRIMINATION

Highlands Community Charter and Technical Schools does not or will not discriminate against students, members of the public, staff or any other person or entity, based on criminal history, age, race, sex, national origin, sexual orientation or any other reason (except where prohibited by law) for any purpose whatever including but not limited to; use of facilities, school admission or eligibility for financial aid. Highlands Community Charter and Technical Schools is an "equal opportunity employer." The employer will not discriminate, and will take "affirmative action" measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, creed, color, national origin, or sex.

Highlands community Charter and Technical Schools is committed in all areas to providing a work and school environment that is free from harassment. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All employees, including supervisors and other management personnel, are expected and required to abide by this policy. No person will be adversely affected in employment with the employer as a result of bringing complaints of unlawful harassment.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Highlands Community Charter and Technical Schools, a California non-profit public benefit corporation; that these bylaws, consisting of 17 pages, are the bylaws of this corporation as amended by the Board of Directors on July 6, 2013.

Executed at Sacramento, California.

Date: Friday, July 6, 2013 Name: Jacob J. Walker /s/_____

California Innovative Learning Academy

2019-2020 School Calendar

July 2019

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

August 2019

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September 2019

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30						

October 2019

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November 2019

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December 2019

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January 2020

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February 2020

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March 2020

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April 2020

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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020

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

June 2020

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

Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School**

Every 20 Days for Independent Study

Important Dates and School Holidays

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

Revised 11-21-18

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CICA - 154
Administrative Record, as submitted by Twin Rivers Unified School District
CICA AR 000119

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M. Smith		3/22/19
Name (Print)	**Signature**	**Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
1.	[redacted]		1.10.19	[redacted]		1
2.			1.10.19			1
3.			1.11.19			1
4.			1.11.19			1
5.			1.14.19			

Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
[redacted]	[redacted]	Jan, 14	[redacted]	[redacted]	

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CICA - 156

Administrative Record, as submitted by
Twin Rivers Unified School District

CICA AR 000121

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M. Smith [signature] 3/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
7.	[redacted]	[redacted]	1-8-19	[redacted]	[redacted]	Staff
8.			1-8-19			536
9.			1-8-19			07
10.			1-8-19			
11.			1-8-19			
	Print Name	**Signature:**	**Date:**	**Address:**	**Phone Number:**	**Number of Students**

	Print Name	Signature	Date	Address	Phone Number	Number of Students
12.		[redacted]	1-8-19	[redacted]		
13.			1-8-19			
14.			1-8-19			
15.			1-8-19			30
16.			1-8-19			31
17.			1-8-19			1
18.			1-8-19			
19.			1-8-19			
20.			1-8-19			
21.						

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Administrative Record, as submitted by
Twin Rivers Unified School District

CICA AR 000123

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter.

The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School

By the Lead Petitioner:

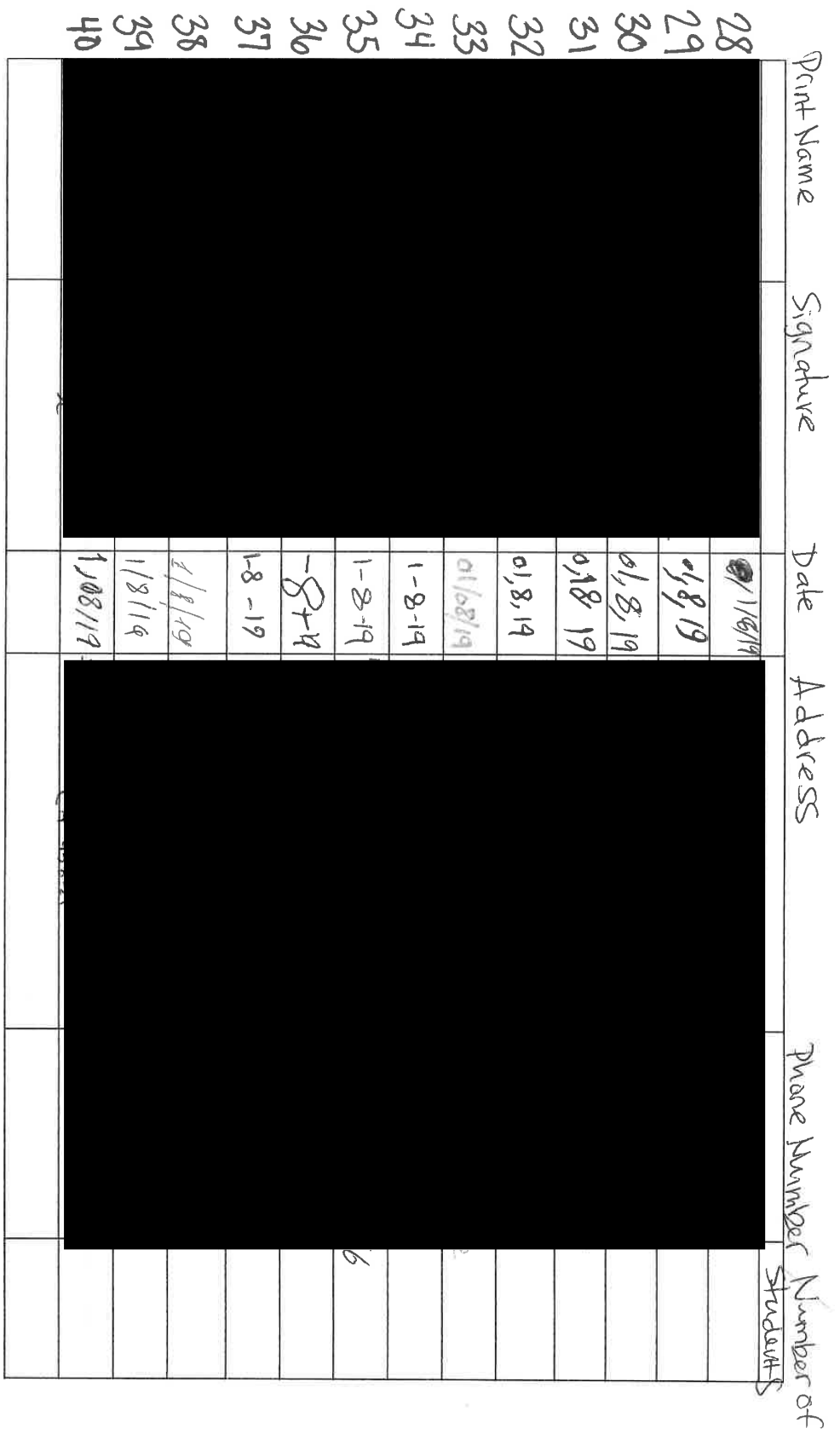
M. Smith [signature] 3/22/15

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
22.	[redacted]	[redacted]	1-8-19	[redacted]	[redacted]	
23.			1-8 19			
24			1-8-19			
25			1,8,19			
26			1·8\9			21
			Date:			Number of Students
27			1/8/19			


Print Name
Signature
Date
Address
Phone Number
Number of Students
28
29
30
31
32
33
34
35
36
37
38
39
40
1/16/19
1/8/19
1/8/19
1/8/19
01/08/19
1-8-19
1-8-19
1-8-19
1/8/19
1/8/19

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CICA - 160
Administrative Record, as submitted by Twin Rivers Unified School District
CICA AR 000125

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the tems of the Chater School Act and the provisoins of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

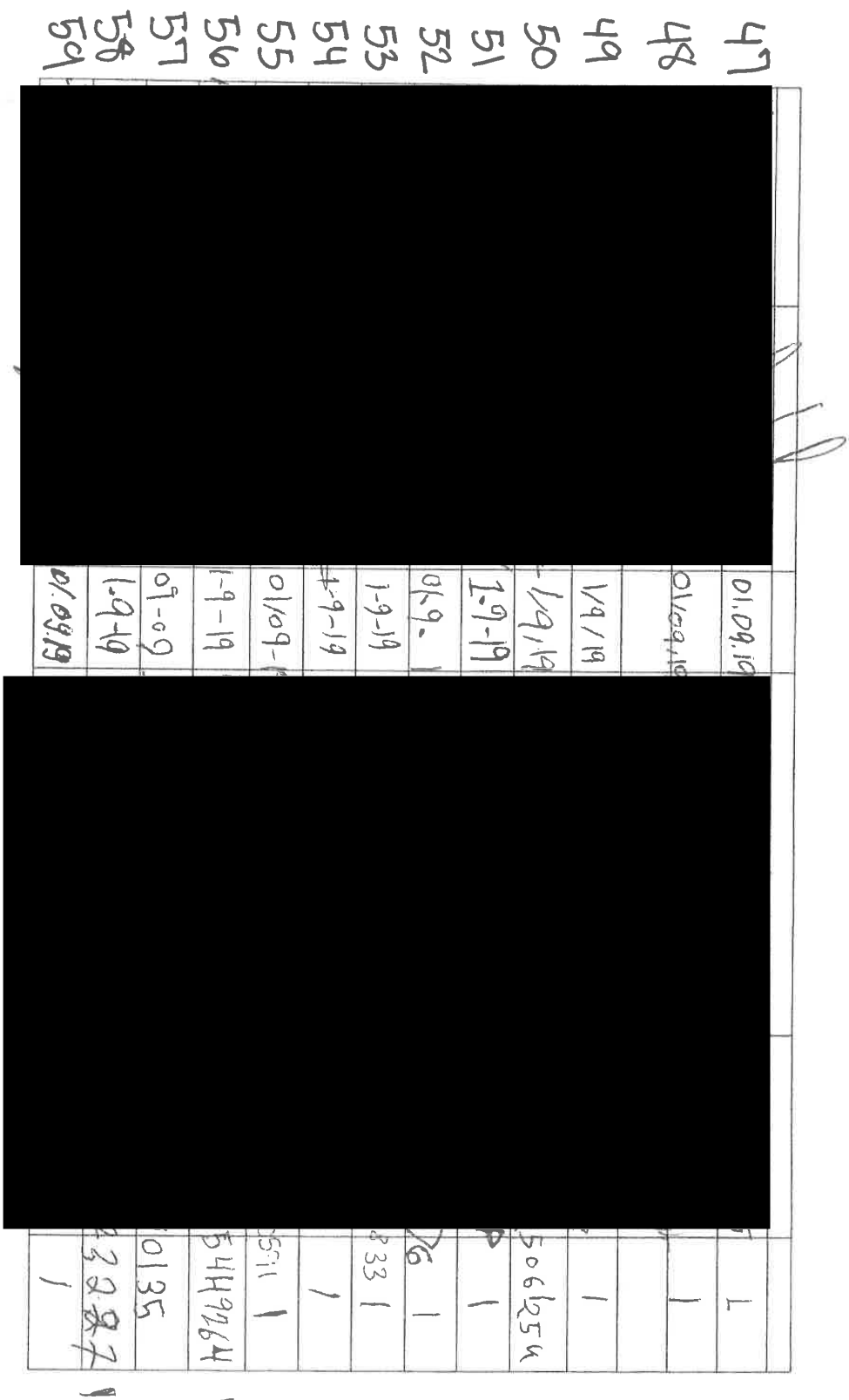
[redacted] M. Smith 3/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendements to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
41	[redacted]	[redacted]	1.09.19	[redacted]	[redacted]	
42			1.09.19			2
43			1.09.19			3
44			1.09.19			1
45			1.09.19			1
46			1.09.19			1
	Print Name	**Signature:**	**Date:**	**Address:**	**Phone Number:**	**Number of Students**



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Administrative Record, as submitted by
Twin Rivers Unified School District

CICA AR 000129

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M. Smith | [signature] | 7/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
[redacted]		7/22/19	[redacted]		
		11-7-20			

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CICA - 166
Administrative Record, as submitted by Twin Rivers Unified School District
CICA AR 000131

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

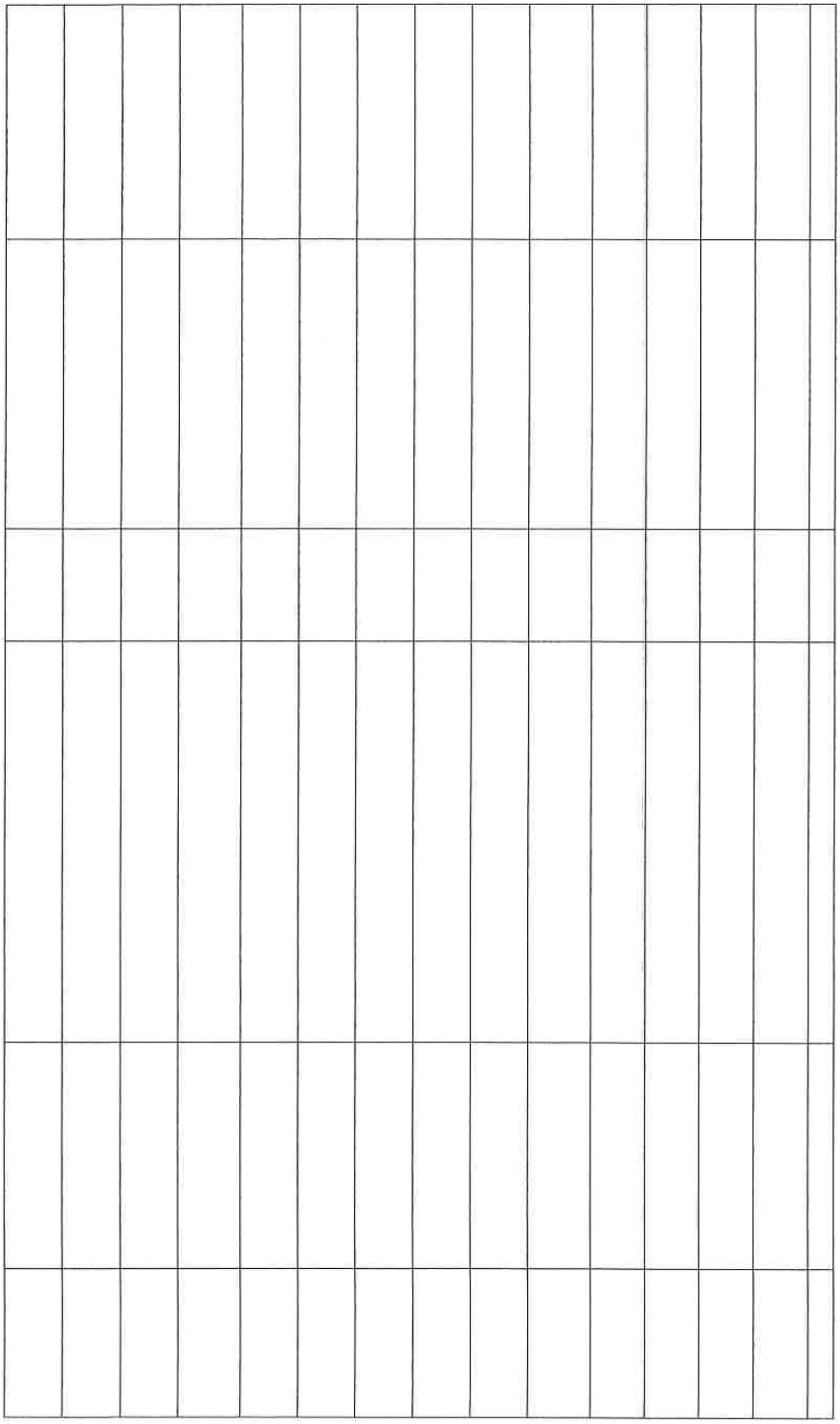
M. Smith _____ _____ 3/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
61	[redacted]		1/7/19	[redacted]		Staff
62			1/7/19			Staff
63			1/7/19			Staff
64			1/14/19			Staff
	Print Name	**Signature:**	**Date:**	**Address:**	**Phone Number:**	**Number of Students**



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Administrative Record, as submitted by Twin Rivers Unified School District

CICA AR 000133

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

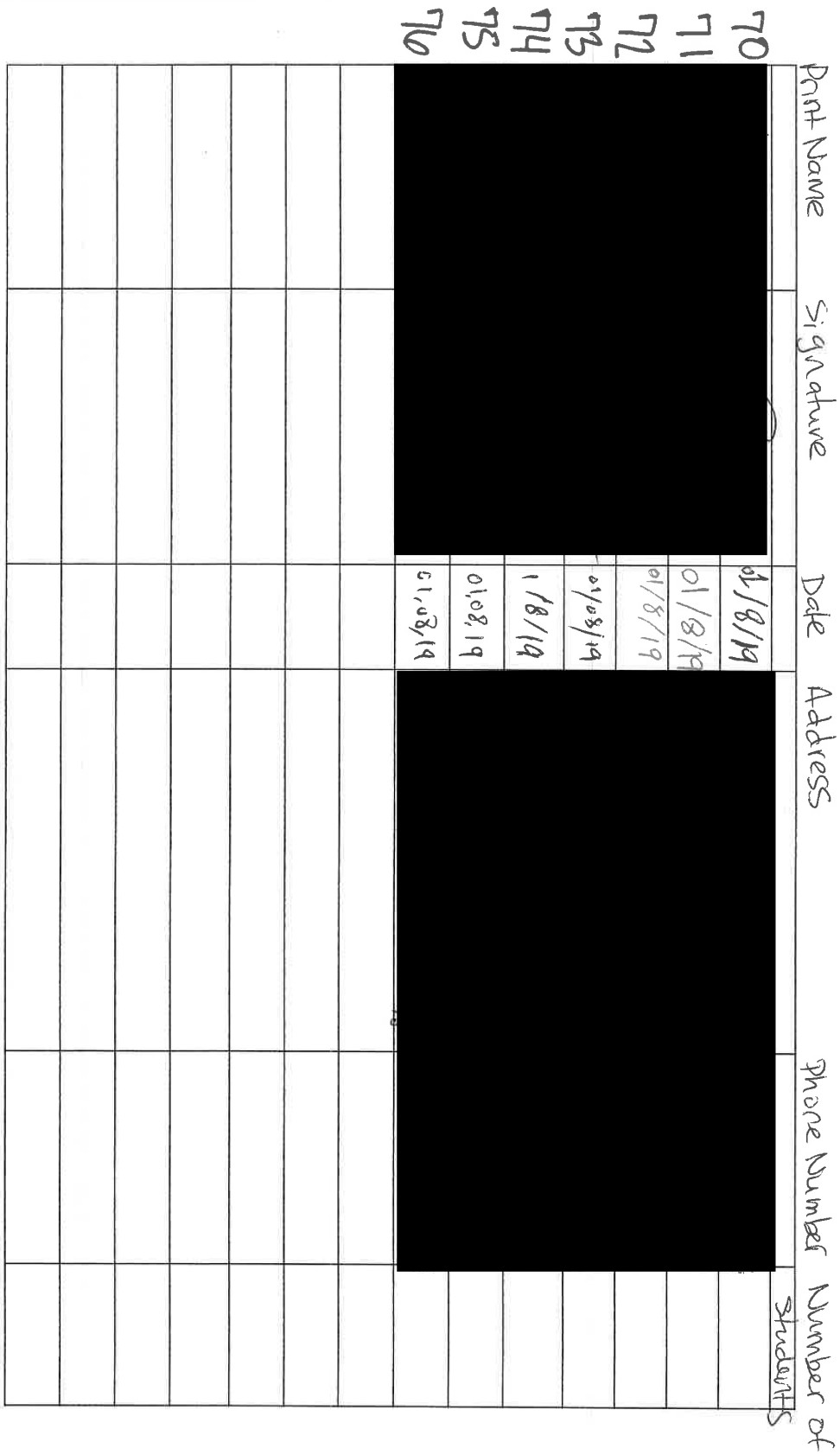
M. Smith _____ _____ 1/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
65	[redacted]		01/8/19	[redacted]		
66			01/8/19			
67			01/8/			
68			01/8/19			
69			01-8-19			
	Print Name	**Signature:**	**Date:**	**Address:**	**Phone Number:**	**Number of Students**


Print Name
Signature
Date
Address
Phone Number
Number of Students
70
71
72
73
74
75
76
01/8/19
01/8/19
01/8/19
01/08/19
1/8/19
01/08/19
01,08,19

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CICA - 170
Administrative Record, as submitted by Twin Rivers Unified School District

CICA AR 000135

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the tems of the Chater School Act and the provisoins of the Charter School's Charter.

The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School

By the Lead Petitioner:

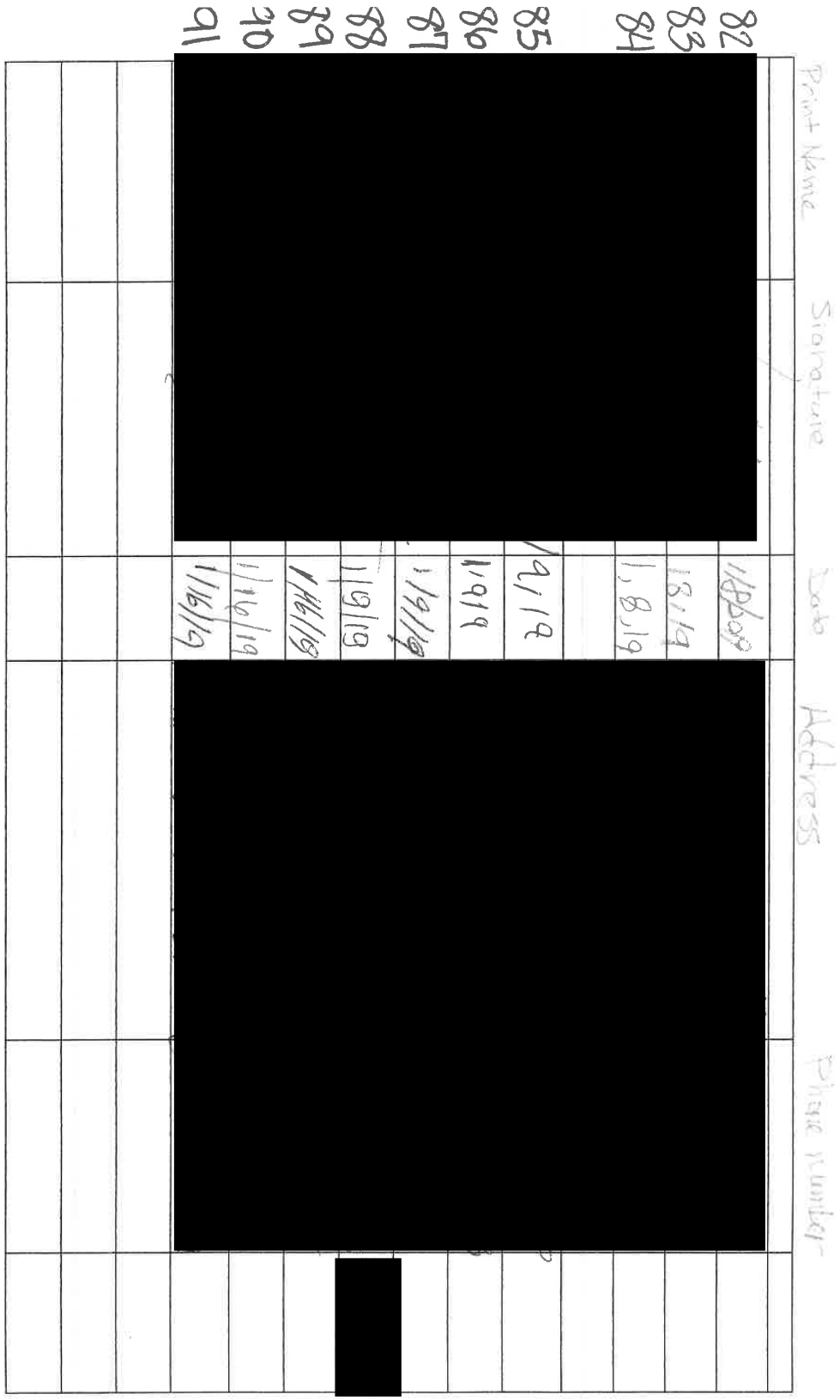
M. Smith | [signature] | 3/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendements to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
77	[redacted]		01/08/19	[redacted]		
78			01/08/19			
79			01/08/19			
80			01/08/19			
81			01/08/19			
	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students


82
83
84
85
86
87
88
89
90
91
Print Name
Signature
Date
Address
Phone number

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CICA - 172
Administrative Record, as submitted by Twin Rivers Unified School District
CICA AR 000137

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the tems of the Chater School Act and the provisoins of the Charter School's Charter.

The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School

By the Lead Petitioner:

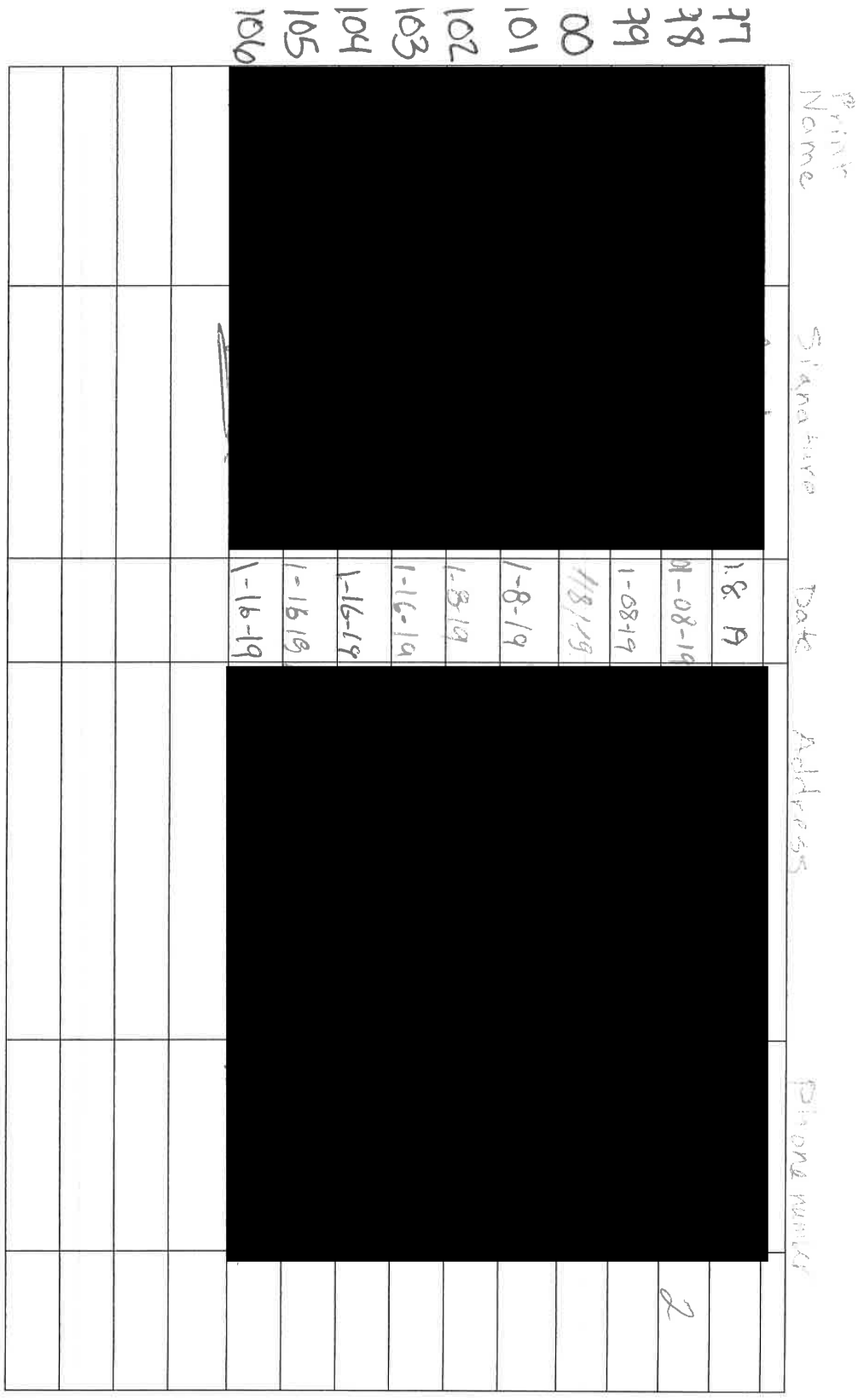
M. Smith — [signature] — 3/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendements to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
92	[redacted]	[redacted]	1/8/19	[redacted]		
93			1/8/19			
94			1/8/19			
95			1/8/19			
96			01/08/19			
	Print Name	**Signature:**	**Date:**	**Address:**	**Phone Number:**	**Number of Students**


77
78
79
80
101
102
103
104
105
106
Print Name
Signature
Date
Address
Phone Number
1-8-19
11-08-19
1-08-19
1-8-19
1-8-19
1-16-19
1-16-19
1-16-19
1-16-19
1-16-19
2

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Administrative Record, as submitted by
Twin Rivers Unified School District

CICA AR 000139

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M Simon | [signature] | 3/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
107 [redacted]		1-15-19	[redacted]		Staff
108 [redacted]		1-15-19			Staff

Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students

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Administrative Record, as submitted by Twin Rivers Unified School District

CICA AR 000141

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

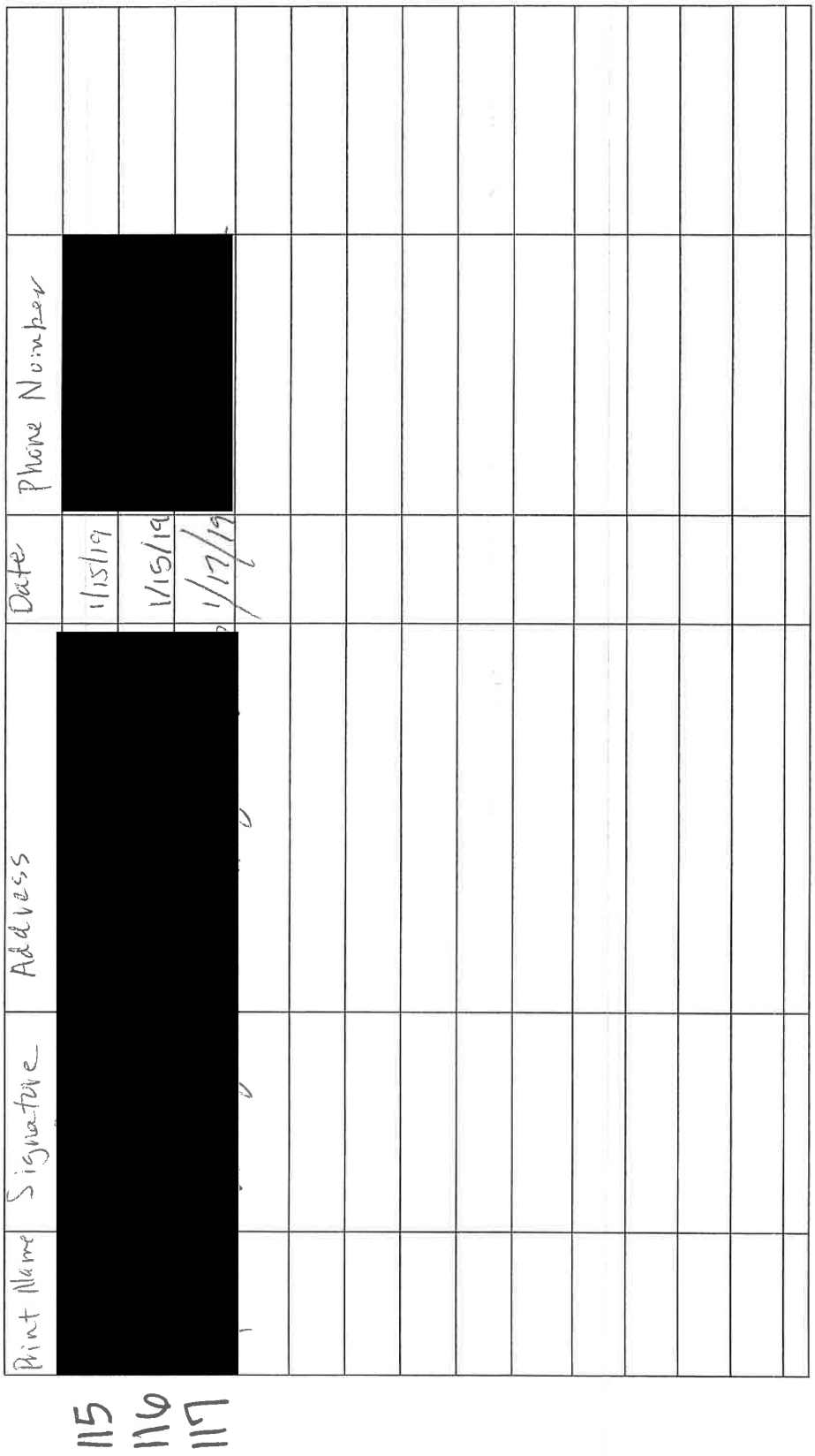
M. Smith _____ _____ 3/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
109	[redacted]		1/8/2019	[redacted]		1
110						1
111			1-8-19			1
112			1/8/19			1
113			1-8-19			
114			Date: 1-14-19			Number of Students 1



Print Name	Signature	Address	Date	Phone Number
[redacted]	[redacted]	[redacted]	1/15/19	[redacted]
			1/15/19	
			1/17/19	

115
116
117

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Administrative Record, as submitted by Twin Rivers Unified School District

CICA AR 000143

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M. Smith [signature] 3/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
118	[redacted]	[redacted]	01-09-19	[redacted]	[redacted]	1
119	[redacted]	[redacted]	01-09-19	[redacted]	[redacted]	1
120	[redacted]	[redacted]	01/09/19	[redacted]	[redacted]	1
121	[redacted]	[redacted]	01/10/19	[redacted]	[redacted]	1
122	[redacted]	[redacted]	01/09/19	[redacted]	[redacted]	1

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
123		[redacted]	9/9/19	[redacted]		1
124			9/9/19			1
125			9/09/19			1
126			9/10/19			1
127			2501		-2682	
128			1/9/209		33	
129			11/9/19			1
130			1/10/19			
131			1/10/19			1
132			1/10/19			1
133			1/10/19			1
134			1/10/19			2

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CICA - 180
Administrative Record, as submitted by Twin Rivers Unified School District

CICA AR 000145

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

Murdock Smith	[signature]	3/22/19
Name (Print)	**Signature**	**Date**

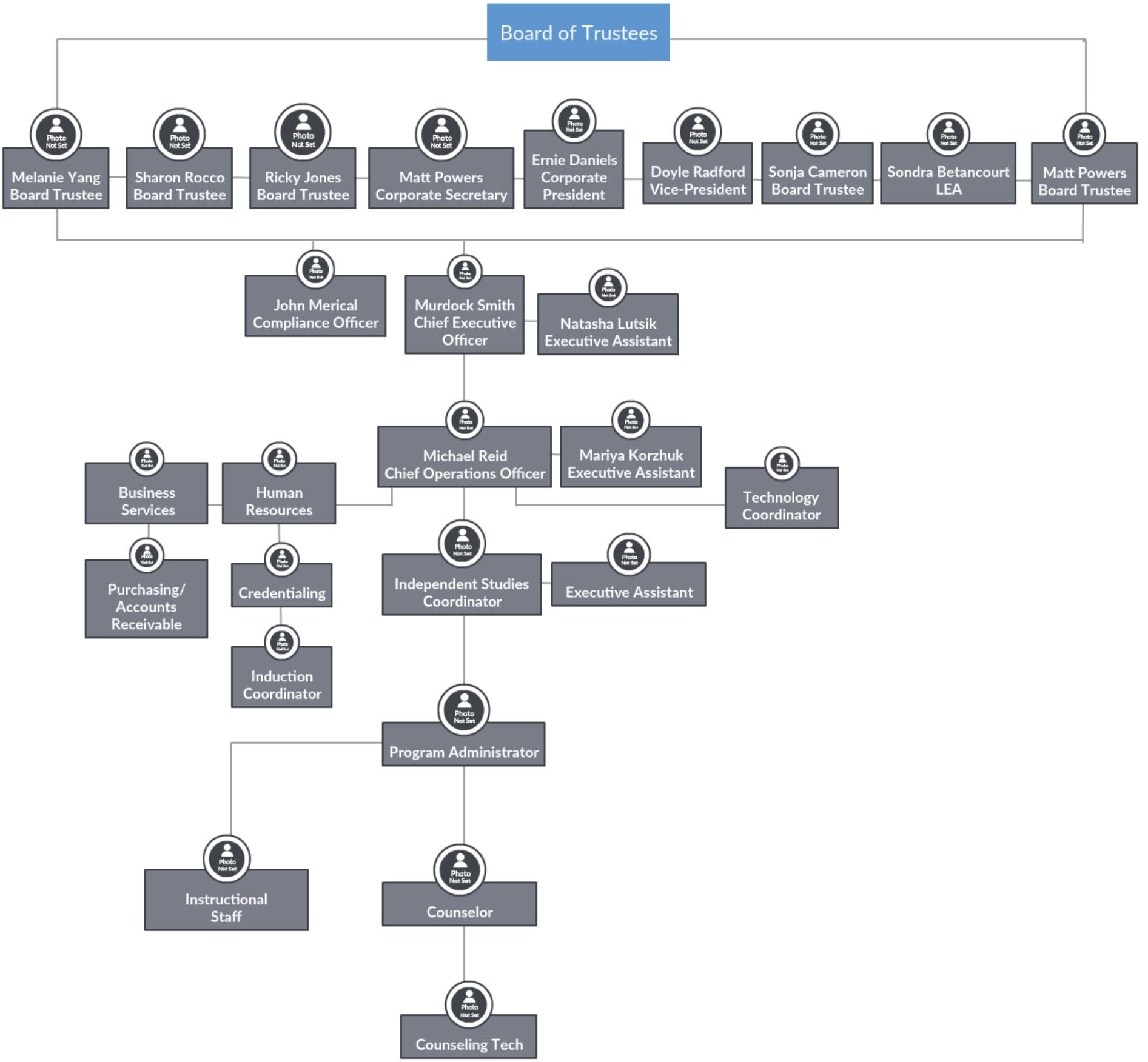
The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
135	[redacted]	[redacted]	01/08/19	[redacted]	[redacted]	
136			01/08/19			1
137			01/08/19			1
138			01/8/19			1
139			01/08/19			2
140			01/08/19			1

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
141	[redacted]	[redacted]	1/8/19	[redacted]		1
142			1.8.19			2
143			1-8-19			2
144			1-8-19			1
145			1-8-19			1
146			1.8.19			1
147			1.8.19			2
148			1.8.19			1
149			1.8.19			1
150			01.8.19			1
151			01.8.19			2
152			01/08/19			
153			01/08/19			
154			1/08/19			1
155			1/8/19			2
156			1/8/19			1

California Innovative Career Academy
Organizational Chart



HIGHLANDS
COMMUNITY CHARTER SCHOOL

9270.1 Conflict of Interest Code

Board Policy
Approval Date: 9/13/2013

The public benefit corporation's conflict of interest code shall be comprised of the terms of 2CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a public benefit corporation attachment specifying designated positions and the specific types of disclosure statements required for each position.

When reviewing and preparing conflict of interest codes, the public benefit corporation shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

Statements of economic interests submitted to the public benefit corporation by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)

HIGHLANDS
COMMUNITY CHARTER SCHOOL

9270 Conflict of Interest Policy

Board Policy
Approval Date: 9/13/2013

Incompatible Activities

Members of Highlands Community Charter School's Board of Directors shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the public benefit corporation. [Government Code 1126]

Charter School Governance

Pursuant to the current operating Memorandum of Understanding (MOU) between the Charter School and TRUSD, notwithstanding any rule, regulation, Charter provision, or Corporation Bylaw to the contrary, the Corporation, its Board of Directors, and the Charter School shall at all time and in all respects, comply with the Ralph M. Brown Act, the Public Records Act, and all conflict of interest laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 *et seq.* and the Political Reform Act (Government Code 81000 *et seq.*).

Financial Interest

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty

2. That of a recipient of public services generally provided by the public body or Board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the Board

3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public public benefit corporation of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as

Revised:

landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091

4. That of a spouse of an officer or employee of the public benefit corporation if his/her spouse's employment or officeholding has existed for at least one year prior to his/her election or appointment

5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records

6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit Board or to which the school Board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records

7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records

8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined

by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Disqualification for Board Members Who Manage Public Investments

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

1. Publicly identify the financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required. (Government Code 87105)

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. This Board member shall not be counted toward achieving a quorum while the item is discussed. (Government Code 87105; 2 CCR 18702.5)

3. Leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters. (Government Code 87105)

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during the consent calendar. (2 CCR 18702.5)

The Board member may speak on the issue during the time that the general public speaks on the issue. The Board member shall recuse himself/herself from voting on the matter and leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public. (Government Code 87105; 2 CCR 18702.5)

If the Board's decision is made during closed session, the public identification may be made orally during the open session before the Board goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the Board's decision. (2 CCR 18702.5)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the public benefit corporation for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the public benefit corporation for donation into the general fund without being claimed as a deduction from income for tax purposes

Designated Positions/Disclosure Categories

1. Persons occupying the following positions are designated employees in Category 1:

- Board Members
- Executive Director
- Director of Curriculum and Instruction
- Business Services Supervisor or other Executive Director designee

Designated persons in this category must report:

a. Interests in real property located entirely or partly within public benefit corporation boundaries, or within two miles of public benefit corporation boundaries or of any land owned or used by the public benefit corporation. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

b. Investments or business positions in or income from sources which:

(1) Are engaged in the acquisition or disposal of real property within the public benefit corporation

(2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the public benefit corporation or

(3) Manufacture or sell supplies, books, machinery or equipment of the type used by the public benefit corporation

2. Persons occupying the following positions are designated employees in Category 2:

- Director
- Site Administrators
- General Services Supervisor
- Professional Learning Coordinator
- Independent Study Administrator
- Supervisors
- Consultant
- Specialists
- Administrative Assistants Supervisor
- Lead Counselor

Designated persons in this category must report investments or business positions in or income from sources which:

a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or

b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the public benefit corporation, makes a governmental decision whether to: (2 CCR 18701)

a. Approve a rate, rule or regulation

b. Adopt or enforce a law

c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement

d. Authorize the public benefit corporation to enter into, modify or renew a contract that requires public benefit corporation approval

e. Grant public benefit corporation approval to a contract or contract specifications which require public benefit corporation approval and in which the public benefit corporation is a party

f. Grant public benefit corporation approval to a plan, design, report, study or similar item

g. Adopt or grant public benefit corporation approval of public benefit corporation policies, standards or guidelines

A consultant is also an individual who, pursuant to a contract with the public benefit corporation, serves in a staff capacity with the public benefit corporation and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the public benefit corporation that would otherwise be performed by an individual holding a position specified in the public benefit corporation's Conflict of Interest Code. (2 CCR 18701)

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Master Agreement

2018-2019

Student Name (Last, First): (Print Clearly)	Student ID # :	Grade Level :
[redacted]	[redacted]	1
Address: [redacted]	**Apt.#** [redacted]	**Birthdate:** [redacted]
City/State: Sacramento	**Zip Code:** [redacted]	**Cell Phone Number:** [redacted]
Duration of Agreement: 07/01/2018-06/30/2019	**Program:** Independent Study	**Highlands Community Charter**

Objectives, Methods of Study, Methods of Evaluation, and Resources: We understand that the student is to complete the subjects/courses listed below, and that subject/course objectives reflect the curriculum adopted by the charter school's governing board and are consistent with charter school standards, as outlined in the charter school's subject/course descriptions. The specific objectives, methods of study, methods of evaluation, and resources for each assignment covered by this agreement are described in detail, when the students are logged in to PowerSchool and TOPS Pro Enterprise dashboards, which are part of this agreement, and any subsidiary agreements are also part of this agreement.

Subjects/Courses Enrolled:

Course Title	Credit Types
Elementary Extra Study Time	
Low Beginning ELD & Elementary Subjects	

Additional Classes: If the student satisfactorily completes all of the above subjects/courses before the ending date of the agreement, one or more courses/subjects may be added to the agreement if the agreement is re-signed and re-dated by the teacher and the student.
Reporting: We understand that students are required to report to their teacher(s) as scheduled. Manner of reporting: Through On-Line Messages, EMail, Phone, or In-Person Frequency: At Least 1X a Week Day: M-F, Time: 8:00-5:00 , Place: Virtually or In-Person
Assignments: We understand that according to the charter school policy for grades K through 12th Grade, the maximum length of time allowed between the assignment and the date the assignment is due is 20 days. After 2 missed assignments, an evaluation will be made to determine whether independent study is an appropriate strategy for this student.
Voluntary Statement: We understand that independent study is an optional educational alternative that students voluntarily select, including students covered under California *Education Code* sections 48915 and 48917. All students who choose independent study must be offered the alternative of classroom instruction, and they must have the continuing option of returning to the classroom.
Quality and Quantity; Rights and Privileges; Resources and Services: The independent study option is to be substantially equivalent in quality and quantity to classroom instruction. Students who choose to engage in independent study are to have equality of rights and privileges with the same access to existing services and resources as students in the regular school program.
Methods of Study: Specific methods of study will be designated on the Assignment and Work (AWR) Record and are incorporated herein. Examples of methods of study for the student will include but are not limited to: Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Computerized Curriculum, Web/Internet Research, Library Research, Field Trips, Learning Center Courses
Specific Resources: The school will provide appropriate instructional materials and personnel necessary to enable the student to complete the assigned work. Resources must include those reasonably necessary to the achievement of the objectives and must include resources that are normally available to all students on the same terms on which they are available to all.
Methods of Evaluation: Academic evaluations will be designated on the Assignment and Work Record (AWR) and are incorporated herein. Examples of acceptable methods of evaluation include, but are not limited to: Teacher Made Tests, Student Conferences, Progress/Report Cards, Chapter/Unit Test, Work Samples, Observations, State Standards Testing, Quizzes, Labs, Finals.

Signatures and Dates: We have read and understand the terms of this agreement and agree to all the provisions.

Student: _____ **Date:** _____

Supervising Teacher: _____ **Date:** _____

No ADA may be claimed from independent study until the written agreement is completed (EC sections 46300.7, 51747[c][8])

LCAP Year (select from 2017-18, 2018-19, 2019-20)

2019-20

Local Control Accountability Plan and Annual Update (LCAP) Template

Addendum: General instructions & regulatory requirements.

Appendix A: Priorities 5 and 6 Rate Calculations

Appendix B: Guiding Questions: Use as prompts (not limits)

LEA Name	Contact Name and Title	Email and Phone
California Innovative Career Academy	Murdock Smith Executive Director	Murdock.smith@hccs.org (916) 844-2283

2017-20 Plan Summary

The Story

Describe the students and community and how the LEA serves them.

Our mission is to serve the un-served members of the community that can best be served in an Independent Study School mode. California Innovative Career Academy is being founded as a sister school to Highlands Community Charter School located in the Del Paso Heights area of Sacramento California. As a charter school we will be authorized under the Twin Rivers Unified School District. This District covers approximately 82 sq. miles in Sacramento County. The school serves students that are 22 years or older that have not completed a high school diploma, or need assistance with English Language Development with a recognized Speaker of English Certification. Our expected average daily attendance for the first year is 475, with an enrollment number of approximately 500 adult students. Once approved we plan on focusing on our journey towards our accreditation with the Western Association of Schools and Colleges (WASC).

The school will fall under the qualification of a Dashboard Alternative Schools Status and will develop its goals with chronic absenteeism, cohort graduation rate and career college readiness as being paramount to supporting the schools measurements for effectiveness and student outcomes.

We plan to partner with many community-based organizations. As part of these partnerships, we will strive to meet the needs of our adult students by providing outstanding educational and workforce development related services in:

Elementary Education, with a focus on Advanced English Language Development (ELD)

High School, with a focus on Career Technical Education (CTE)

Our high school diploma program is comprised of students who previously failed to earn their high school diploma and ELD students who have promoted.

California Innovative Career Academy students will be 22 of age or older and do not have a U.S. high school diploma. Our model is to offer educational services to in the high needs/high poverty neighborhoods where students live to better serve those with limited access transportation. The majority of our students will be economically disadvantaged (an expectation of 90% or more),English Learners (expected 85%) Homeless students (Expected 5%). As adult learners there are numerous impediments to completing their high school diploma. The staff at California Innovative Career Academy understand these barriers and will listen to our students and offer programs to help them overcome these obstacles. For example, we will offer:

- playcare for students of pre-school age
- bus passes
- food distribution in partnership with Natomas Unified School District
- a clothing closet
- a mobile clothing closet with library
- free vision checkups and glasses in partnership with local businesses
- mental health first aid courses for students and their families
- a collaboration with the Sacramento County District Attorney's Office and local law enforcement agencies providing immigrant/refugee services called 'Civics 101: Understanding Your Rights
- financial literacy courses provided by local banking institutions
- technology to assist learning and careers.

At California Innovative Career Academy, we will be committed to serve the needs of the most under-served members of our community. Our model not only teaches academics, but it also teaches life skills to a high needs adult population. Our students will have the skills and knowledge to empower themselves to participate in their children's educations. We live by our motto: "It's never too late."

LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

The key factors, California Innovative Career Academy, will identify and focus on will be to support 4 measurable outcomes that lead to success for students 22 years or older that are seeking a high school diploma, English Learner supports and career preparedness.

Goal 1: Increase academic achievement for all students.

Goal 2: Develop and utilize recognized pathways for Career and College Readiness

Goal 3: Decrease Chronic Absenteeism and increase cohort graduation rate

Goal 4: Provide quality English Learner instruction to increase the ability for identified English Learning students to become fluent English speakers.

Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the California School Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

Greatest Progress

At California Innovative Career Academy, our goal is to provide increased services and resources that will set the foundation for the highest level of student achievement. The 2019-20 will be the first year in operation for the school and we will immediately begin monitoring student progress based on the use of the Comprehensive Adult Student Assessment System (CASAS) to ensure grade placement and class placements for students that will be attending the school.

Referring to the California School Dashboard, identify any state indicator or local performance indicator for which overall performance was in the “Red” or “Orange” performance category or where the LEA received a “Not Met” or “Not Met for Two or More Years” rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

Greatest Needs

As a new school using an independent model we cannot point to specific progress until the school becomes operational. However, it our belief that through the use of consistent use of the Comprehensive Adult School Assessment System (CASAS) we expect that we will see literacy, math and speaking skills to improve by both individual student and all school reporting. This will also include students designated as English Learners to show literacy level growth in Reading, Writing and Speaking.
Other areas of measurement we expect to see growth in will be the number of our students that will successfully complete a defined career pathway that will generate either internal or external certifications meeting industry standard job readiness.
Of the multiple data we will be measuring, perhaps the most critical will be that of decreased chronic absenteeism. Our belief is that if students can remain engaged through the flexibility of an independent study model, it will place less demand on students whose only other option was that of a daily classroom model. We believe that by having a 'hybrid model' of both site based instruction offering as well as flexible scheduling cohort graduation rate will increase and absenteeism will decrease. Finally, providing both online access as well as site based options for Career Technical Education will have a desired outcome of students graduating as 'job ready' for post-graduation success.

Referring to the California School Dashboard, identify any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these performance gaps?

Performance Gaps

As a new school using an independent model we cannot point to specific progress until the school becomes operational. However, it's our belief that through the consistent use of the 1:1 Instruction and a 'Hybrid' option for direct classroom support our measurement of learning progress with the Comprehensive Adult School Assessment System (CASAS) we will see literacy, math and speaking

skills to improve by both individual student and all school reporting. This will also include students designated as English Learners will show literacy level growth in Reading, Writing and Speaking. Other areas of measurement we expect to see growth in will be the number of our students that will successfully complete a defined career pathway that will generate either internal or external certifications meeting industry standards for job readiness.
Of the multiple data we will be measuring, perhaps the most critical will be that of decreased chronic absenteeism. Our belief is that if students can remain engaged through the flexibility of an independent study model, it will place less demand on students whose only other option was that of a daily classroom model. We believe that by having a 'hybrid model' of both site based instruction offering as well as flexible scheduling cohort graduation rate will increase and absenteeism will decrease. Finally, providing both online access as well as site based options for Career Technical Education will have a desired outcome of students graduating as 'job ready' for post-graduation success.

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts.

Schools Identified

Identify the schools within the LEA that have been identified for CSI.

At this time California Innovations Career Academy is not identified for Comprehensive School Support and improvement. However, given that it will be determined to be a Dashboard Alternative School System, the probability that it will be identified is greatly increased.

Support for Identified Schools

Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

In order to begin an early intervention support plan for CICA, the use of the Comprehensive Adult School Student Assessment System is instrumental in determining an early entry set of data points that are anticipated to show the need for 'hybrid support' for English Learners as well as identified high school students. Therefore our belief is that we should plan accordingly.

Monitoring and Evaluating Effectiveness

Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Monitoring for effectiveness begins with defined process and mutual understanding with school leadership and instructional support. Having internal monitors that are globally accepted with each. We will utilize student assessment data aligned to 3x/year CASAS testing. Through this we have we have developed cut-point monitoring for EL progression for the 7 levels of learners. (see visual). This includes the readiness to transition to high school level classes, We also have a ready defined SST process with embedded student supports and consistent data review. We utilize a petition to graduate process that provides progress markers indicating not only credit success, but job and career readiness indicators that ensure that each graduate has completed a series of path markers that indicate that the student can sustain a career path after graduation. This is why the use of both jump start coordinators or navigators, coupled to Academic and Career Counseling are instrumental as services offered to our students. Finally, we must use the indicator tools associated to the DAAS

dashboard are critically important to consistent program supports to be determined as the school progresses.

Stakeholder Engagement

LCAP Year: **2019-20**

Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

Through the use of students attending our sister school at Highlands Community Charter School, we surveyed students (Fall of 2018) that had asked or been assigned to small increments of independent study to seek input on services that would be aligned to the 8 State Priorities. Given the number of student petitions as well as seeking input from the Highlands Community Charter School Board of Trustees, the need to offer and independent study model school that was consistent with the mission to support under served students that are age 22 or older in pursuit of a high school diploma and career provided a baseline stakeholder group that clearly supported and advocated for the school as well as determining student supports that were consistent with the population of students the school would serve. As a DAAS school we sought particular feedback on support models that would reduce absenteeism, actively assist positive graduation outcomes, assist second language learners and increase the threshold for school to career-college outcomes. This information will be used to refine and guide our services found under each critical goal area. The 3 goals of concentration will be the following:

- Develop an implement support services that assist second language learners with the acquisition of English
- Develop and implement grade level supports that assist students with achieving a state recognized and accredited California State High School diploma.
- Develop and implement Career Technical Education programs that provide the opportunity for students to achieve school to career outcomes.

Impact on LCAP and Annual Update

How did these consultations impact the LCAP for the upcoming year?

They assisted the school in refining the scope of services that would be formed into our goals.

They kept focus on the 8 State Priorities that support students and stakeholders in the educative process.

They ensured that all voices were heard in developing the supports that would be placed into the LCAP.

The ensured effective budgeting practices aligned to clear spending outcomes that could be measured for effectiveness.

They allow for measurable outcomes that can show success, or the potential for additional support as needed.

They supported the need for an Independent Study model school for our student demographic.

They indicated the continued desire to have CTE opportunities for our students.

They showed a specific need to support through a hybrid model EL instruction both individually and with collegiality of peers.

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 1

Increase academic achievement for all students.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

California Innovative Career Academy is and opportunity to fill in educational gaps and gain the needed skills to gain a high school diploma as well as prepare for the work place or transition to post graduation education. Through Common Core and State Content Standards aligned programs implemented through high quality instruction of highly qualified teachers aligning instruction to English Language and Math, overall learner skill levels will improve.
In order for students to demonstrate proficiency or mastery of the state standard and course outcomes, ongoing professional development is needed for certificated and classified staff.
Targeted programs are needed to increse the proficiency or mastery for all students.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
% of our long-term English learners who make 'significant progress' on CASAS Reading Assessment	52%			58% of EL students will show increase on CASAS Reading Test.
EL Reclassification Rate of long-term grade 2 or 12th grade students as measured by the schools reclassification process.	9%			10%
50% or more of High School students show a significant increase in CASAS scores in Math and/or ELA	50%			50%
Increase % of below grade level students who improve grade level in Math or ELA by more that one grade level as measured by CASAS Scores	23%			23%

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

All [Add Students to be Served selection here]	All Schools Specific Grade Spans: 1st-2nd grades (Students 22 years or older) [Add Location(s) selection here]

OR

[Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		Ensure all School led PD models reflect instruction aligned to the 4Cs, which are collaboration, communication, critical thinking and creativity. *Include 21st century fluencies in all District professional development. • All teachers will have access and guidance on Best EL Instructional practices and instructional strategies provided by CICA2x Monthly, under the direction of the school Academic Coordinator and Lead EL Teacher. • Supplemental Curriculum to assist with EL instruction. • Additional Tutors for academic support (3.0 PTE) • Professional Growth Support via the annual CABE Conf. or CATESOL

Budgeted Expenditures

Amount			$135,000.00
Source			Supplemental and Concentration
Budget Reference			1000-1999: Certificated Personnel Salaries EL Lead Teacher Stipend
Amount			$95,000.00
Source			Supplemental and Concentration
Budget Reference			4000-4999: Books And Supplies Support Materials
Amount			$5,000.00
Source			Supplemental and Concentration
Budget Reference			5000-5999: Services And Other Operating Expenditures Professional Conference
Amount			$18,000.00
Source			Supplemental and Concentration
Budget Reference			2000-2999: Classified Personnel Salaries 3-PTE Tutors for Student Support
Amount			$18,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			3000-3999: Employee Benefits $7,000.00

Action 2

All [Add Students to be Served selection here]	All Schools [Add Location(s) selection here]

OR

[Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		Ensure a base model of 10 Highly Qualified Teachers to support CICA with Independent Study Model

Budgeted Expenditures

Amount			$1,522,500.00
Source			LCFF Base
Budget Reference			1000-1999: Certificated Personnel Salaries Certificated Teacher Salaries
Amount			$524,915.00
Source			LCFF Base
Budget Reference			3000-3999: Employee Benefits Certificated Benefits including STRS Contribution

Action 3

All [Add Students to be Served selection here]	All Schools [Add Location(s) selection here]

OR

[Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action

		Use 5 para-educators to support Hybrid at site Instruction

Budgeted Expenditures

Amount			$250,000.00
Source			LCFF Base
Budget Reference			2000-2999: Classified Personnel Salaries Para-Educator Support
Amount			$325,383.00
Source			LCFF Base
Budget Reference			3000-3999: Employee Benefits Classified benefits and statutories

Action 4

All [Add Students to be Served selection here]	All Schools [Add Location(s) selection here]

OR

[Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		Support CICA oversight with 2 FTE Administrative positions

Budgeted Expenditures

Amount			$198,500.00
Source			LCFF Base
Budget Reference			1000-1999: Certificated Personnel Salaries Academic Specialist and Programs Coordinator
Amount			$62,260.00
Source			LCFF Base
Budget Reference			3000-3999: Employee Benefits Administrator Benefits, H&W and STRS Contriubition

Action 5

All [Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Foster Youth Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		Appropriate and Equitable Educational Materials (Curriculum)

Budgeted Expenditures

Amount			$760,000.00
Source			LCFF Base
Budget Reference			4000-4999: Books And Supplies Equitable Learning Materials for all students.

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 2

Develop and utilize recognized pathways for Career and College Preparedness

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

It is projected that the average CICA student will enroll both credit deficient and academically behind by an average of two to four grade levels in math and reading. An overwhelming majority of CICA students will be 12th graders. CICA needs to help students build fundamental math and literacy skills required to be college and career ready.

In order to improve and support student learning to close achievement gaps and ensure all students graduate college and career ready, there is a need to:

- Provide access to standards aligned curriculum
- Ensure a high level of literacy skills for all students by implementing early academic intervention and prevention services
- Provide access to technology for all students
- Provide guidance for all students with an emphasis on graduation success,
- Develop, Implement and Ensure that all CICA students are guided into a CTE course.
- Provide access to technology that ensures access to 21st century learning

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
• CTE articulated course completion (local indicator) project (local indicator)	• Goal of 25 students per year completing articulated CTE course			• Goal of 25% students per year completing articulated CTE course
-Outcome measures as defined by the California State Dashboard for DAAS Schools	- 35% of students show College & Career Preparedness			- 35% of eligible students show College & Career Preparedness
-Progress on CASAS Semester Assessment (local indicator	- CASAS Growth consistent to progress toward high school average status.			- CASAS Growth consistent to progress toward high school average status.
• 2x Counseling reviews/semester • Successful 1 year graduation success.	-Graduation rate outcome with target at 65% completion rate.			-Graduation rate outcome with target at 65% completion rate.
-All eligible graduates complete a 'Career Readiness' class with a Digital Literacy Teacher	-All Eligible Graduates Complete a Career Readiness Course 85%			-All Eligible Graduates Complete a Career Readiness Course 85%

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

[Add Students to be Served selection here]	Specific Grade Spans: 9-12th grade [Add Location(s) selection here]	

OR

English Learners Foster Youth Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools Specific Grade Spans: 9-12th [Add Location(s) selection here]

Actions/Services

		New Action
		• Implement the use of iCEV curriculum to support recognized CTE pathways leading to either recognized internal or external certifications • Support funding for licensing or certifications for CTE completed courses.

Budgeted Expenditures

Amount			$35,000.00
Source			Supplemental and Concentration
Budget Reference			4000-4999: Books And Supplies Online Supplemental CTE Curriculum

Amount			$50,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			4000-4999: Books And Supplies

Action 2

All [Add Students to be Served selection here]	All Schools [Add Location(s) selection here]

OR

[Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		Provide technology (1:1 Laptops/Chromebooks) to support student learning with online curriculum.

Budgeted Expenditures

Amount			$250,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			4000-4999: Books And Supplies

Action 3

[Add Students to be Served selection here]	All Schools [Add Location(s) selection here]

OR

English Learners [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		Provide 'Navigators' to assist transition students from EL to High School Level Course work and career electives

Budgeted Expenditures

Amount			$45,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			2000-2999: Classified Personnel Salaries 1.0 FTE Course Navigator Salary
Amount			$12,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			3000-3999: Employee Benefits Health/Welfare Statutory

Action 4

All [Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		3.0 FTE Math/ELA Tutors

Budgeted Expenditures

Amount			$135,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			2000-2999: Classified Personnel Salaries 3.0 FTE Tutors Salaries
Amount			$36,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			3000-3999: Employee Benefits Tutors Health and Statutory

Action 5

All [Add Students to be Served selection here]	All Schools [Add Location(s) selection here]

OR

English Learners Low Income [Add Students to be Served selection here]	[Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		1.0 FTE Computer Tech

Budgeted Expenditures

Amount			$85,000.00
Source			LCFF Base
Budget Reference			2000-2999: Classified Personnel Salaries 1.0 FTE Computer Tech
Amount			$12,000.00
Source			LCFF Base
Budget Reference			3000-3999: Employee Benefits 1.0 FTE Computer Tech Health and Statutes

Action 6

[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Foster Youth Low Income	LEA-wide	All Schools

Actions/Services

		New Action
		1.0 Digital Literacy Career Tech Teacher (CTE)

Budgeted Expenditures

Amount			$80,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			1000-1999: Certificated Personnel Salaries 1.0 FTE Digital Literacy Career Tech Teacher (CTE)
Amount			$12,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			3000-3999: Employee Benefits Digital Literacy Career Tech Teacher Health and Statutes

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 3

Decrease 'Chronic Absenteeism' and increase cohort graduation rate of eligible students.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

As a DAAS school we want to be on the cutting edge of ensuring that we are seeking to set and maintain the highest cohort graduation rate possible as well as reducing the level of absenteeism among our students. These are critical areas as measured by the California State 'DAAS' Dashboard.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
• First year graduation rate above 55% of eligible students as identified by the State of	• 55% of all eligible 12 graders will graduate within their cohort status in the			• 55% of all eligible 12 graders will graduate within their cohort status in the

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
California for DAAS Schools	first year of operation.			first year of operation. • CICA will have less that a 35% identified chronic absentee rate in the first year of operation.
-Because absenteeism plays a critical role in completing the educative process as well as potentially affecting graduation status we want to reduce chronic absenteeism to its lowest rate possible. A measurable goal would be less than 35%.	- CICA will have less that a 35% identified chronic absentee rate in the first year of operation.			- CICA will have less that a 35% identified chronic absentee rate in the first year of operation.

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools
Specific Grade Spans: 9-12th
[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
[Add Students to be Served selection here]	[Add Scope of Services selection here]	Specific Grade Spans: 9-12th [Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		• Staff a 1.0 Academic and Career Counselor to oversee and assist with grade level progress and course progressions leading to graduation.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			110,000.00
Source			LCFF Base
Budget Reference			1000-1999: Certificated Personnel Salaries 1.0 FTE Academic and Career Counselor

Amount			$15,000.00
Source			LCFF Base
Budget Reference			3000-3999: Employee Benefits Academic and Career Counselor Health/Statutes and STRS

Action 2

[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Foster Youth	LEA-wide	All Schools

Actions/Services

		New Action
		.5 FTE Counseling Tech

Budgeted Expenditures

Amount			$35,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			2000-2999: Classified Personnel Salaries .5 FTE Counseling Tech

Action 3

[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Foster Youth Low Income	LEA-wide	All Schools

Actions/Services

		New Action
		.5 FTE Certificated Teacher Induction and Recruitment Lead

Budgeted Expenditures

Amount			$35,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			1000-1999: Certificated Personnel Salaries .5 FTE Teacher Induction and Recruitment Lead

Action 4

[Add Students to be Served selection here]	[Add Location(s) selection here]	

OR

English Learners Foster Youth Low Income	LEA-wide	All Schools

Actions/Services

		New Action
		Bus Passes to assist students with transportation to class or teacher meeting sites

Budgeted Expenditures

Amount			$35,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			5000-5999: Services And Other Operating Expenditures Bus Passes

Action 5

[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Foster Youth Low Income	LEA-wide	All Schools

Actions/Services

		New Action
		1.0 Outreach Coordinator to assist with intervention for Chronic Absenteeism

Budgeted Expenditures

Amount			$70.000.00
Source			LCFF Supplemental and Concentration
Budget Reference			1000-1999: Certificated Personnel Salaries 1.0 FTE Outreach Coordinator

Amount			$15,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			3000-3999: Employee Benefits Outreach Coordinator Health/Statutes/STRS

Action 6

[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Foster Youth Low Income	LEA-wide	All Schools

Actions/Services

		New Action
		Family Resource Center for need food-bank or clothing assistance (FRC)

Budgeted Expenditures

Amount			$100,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			5000-5999: Services And Other Operating Expenditures FRC

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 4

Goal 4: Provide quality English Learner instruction to increase the ability for identified English Learning students to become fluent English speakers.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 6: School Climate (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

More than 85% of the students that attend CICA will be designated at English Language Learners. Closing the GAP for these students is paramount to them being able to matriculate from a grade designee of 1st or 2nd grade based on CASAS testing to that of a student ready to access curriculum and grade level rigor associated to high school.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
% of our long-term English learners who make 'significant progress' on CASAS Reading Assessment	52% of students designated EL make a significant gain (+ >4 points) on CASAS			52%

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
EL Reclassification rate of identified 'Long-Term' grad 2 or 12th grade students	9% of identified EL students meet reclassification guidelines moving them toward English Proficiency			9%
% if Level 1-2 Identified EL Students that gain at least on readiness levels as measured by the CICA Re-Designation form.	10% of identified EL Students that are placed in L1 or L2 will make a level gain within the school year.			10%

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

Specific Student Groups: English Learners, Low Income [Add Students to be Served selection here]	Specific Grade Spans: 1st-2nd grade [Add Location(s) selection here]

OR

English Learners Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		• Offer supplemental EL conversation classes at a minimum of 2 sites to assist L1-5 students. (Hybrid model)

		• Offer virtual online language lab for L1-7 students to continue language, reading and writing support • Utilize Fast 4Word and Lexia to supplement Reading and Language Instruction

Budgeted Expenditures

Amount			$45,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			1000-1999: Certificated Personnel Salaries Teacher stipends for increased Instructional Support
Amount			$20,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			4000-4999: Books And Supplies Lexia, FAST 4WORD

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2019-20**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$1,389,138.00	24%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

The anticipation for enrolled students at CICA is estimated at 92% of our students will be either designated EL Learners, Socio-Economic Disadvantaged or Homeless. CICA will provide increased or improved services for LI, FY, and EL students through the LCAP. The increased services are at least equal to the 12% (minimum proportionality percentage) of the total LCFF budget. This proportionality percentage is met by analyzing the difference between the LCFF base funding with the total LCFF budget which includes supplemental and concentration allocations. Qualitative analysis of the increase and improvement of services will be reviewed every year as evidenced by improved student outcomes on achievement assessments, the State DAAS Dashboard and Local Satisfaction Surveys 1) Employ an Academic Coordinator separate of other school administration ensuring that students and teachers are provided and utilizing content aligned curriculum that is aligned to State Standards, This service ensures that teachers have support with the implementation of state board adopted standards and provide rigorous learning experiences for all students, including English Learners. Employ and make available a minimum of 2 academic tutors to assist LI, EL, FY and LI students with academic and task support, (Goal 2) Ensure students have access to CTE courses that can be accessed online and are California Pathway aligned leading to recognized industry or state certifications for work-career readiness. This service allows unduplicated students to a readiness path that may not require site based instruction. (Goal 3) Employ an Academic Counselor that will assist in specific course selection and outcomes that lead to successful graduation status. Employ a student 'Navigators' that act as an on-boarding agent assisting students to understanding and achieving readiness for an Independent Study instructional model. Employ 2 'Academic Hotline' after hours academic tutors that can provide 'after school' day assistance with content support. Employ a FTE Outreach Coordinator that will specifically provide direct contact support to assist FY-H and EL students with community assistance with transportation, health or other barriers that would prevent students from achieving their academic potential. (Goal 4) Increase the learning opportunity for students identified as EL Learners with 'hybrid' site support conversational classes and online support curriculum that allows for offsite guided learning. Curriculum supports that have been identified all contain quantifiable data that allows monitoring progress.

CICA has identified 4 base goals that have measurable outcomes associated to them. Goals 1-3 are harmonious and reflective of the current DAAS Accountability Dashboard that primarily is measuring (A) Cohort Graduation Rate, (B) Chronic Absenteeism, (C) College to Career Preparedness.

Increase Services in Goal Area 1 which supports increased academic learning are supported by the following:

- Ensuring that the CASAS test is administered consistently throughout the school year with the use of proctor as well as teacher assistance.
- Purchasing and implementing EL Instructional Materials that are state recognized with EL supports embedded in the curriculum.
- Designating an EL Support Lead teacher to assist other teachers with appropriate Lesson Planning and instructional design.
- Before and after Classroom Tutors to support academic content and independent learning
- Teacher professional development with assistance to attend State recognized conferences (CABE, CATESOL)

Under Goal Area 2, Increased Services for Learners working toward career preparedness is defined as the following:

- The availability of online CTE Pathways Certifications recognized by industry standard(s)
- 1:1 Technology support (Chromebook or Laptop) to assist with independent learning model as well as at site content support
- The use of 'Navigators' to support EL Students transitioning to High School with additional course support as well as career choices
- A computer technician available for systems and hardware supports that keep distance learning viable
- A digital literacy (Career Pathways) instructor allowing students to be prepared for workplace needed skill sets as it pertains to current career needs.

In Goal Area 3 the need to ensure decreased 'Chronic Absenteeism' and increase 'Cohort Graduation' status, additional student supports are designated by the following:

- Having a full-time Academic and Career Counselor available that guides diploma and career pathway outcomes.
- A teacher induction coordinator that can assist teachers seeking full credential recognition a guide and mentor to help them achieve Highly Qualified Status.
- The availability of bus passes to assist and increase the likelihood of class attendance for those students that may not have access to transportation.
- An Outreach Coordinator that provides additional wrap around services to sustain students from not 'dropping out' of the educational program they are enrolled in.
- The use of a Family Resource Center that can supply basic goods to assist with clothing, simple foods or other support services, providing equity among those students that may be economically challenged thereby creating a barrier to classes.

Finally, under Goal 4, the following supplemental services are being provided:

- Additional site based 'EL Conversational Classes' allowing students to engage in controlled language exchange that is being guided by a EL teacher.
- Virtual lab classes to assist and guide students with literacy supports for writing, reading and language supports.

LCAP Year: **2018-19**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$n/a	n/a%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

LCAP Year: **2017-18**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$n/a	n/a%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

Addendum

The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. The LCAP is a three-year plan, which is reviewed and updated annually, as required. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.

For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in Education Code (EC) sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the EC. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

Plan Summary

Annual Update

Stakeholder Engagement

Goals, Actions, and Services

Planned Actions/Services

Demonstration of Increased or Improved Services for Unduplicated Students

For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: lcff@cde.ca.gov.

Plan Summary

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year.

When developing the LCAP, enter the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.

In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the California School Dashboard data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.

An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.

The reference to California School Dashboard means the California School Dashboard adopted by the State Board of Education under EC Section 52064.5.

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified**: Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's* approved LCAP; in addition, list the state and/or local priorities addressed by the planned goals. Minor typographical errors may be corrected.

* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the actual actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

Analysis

Using actual annual measurable outcome data, including data from the California School Dashboard, analyze whether the planned actions/services were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions/services to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided in the California School Dashboard, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. EC identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. EC requires

charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, EC Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian.

The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet specific goals.

Instructions: The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, enter the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

School districts and county offices of education: Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Charter schools: Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

Goals, Actions, and Services

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

School districts and county offices of education: The LCAP is a three-year plan, which is reviewed and updated annually, as required.

Charter schools: The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

New, Modified, Unchanged

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

Goal

State the goal. LEAs may number the goals using the "Goal #" box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

Related State and/or Local Priorities

List the state and/or local priorities addressed by the goal. The LCAP must include goals that address each of the state priorities, as applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. (Link to State Priorities)

Identified Need

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the California School Dashboard, as applicable.

Expected Annual Measurable Outcomes

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the LCAP Template Appendix, sections (a) through (d).

Planned Actions/Services

For each action/service, the LEA must complete either the section "For Actions/Services not included as contributing to meeting Increased or Improved Services Requirement" or the section "For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement." The LEA shall not complete both sections for a single action.

For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement

Students to be Served

The "Students to be Served" box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by entering "All", "Students with Disabilities", or "Specific Student Group(s)". If "Specific Student Group(s)" is entered, identify the specific student group(s) as appropriate.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must identify “All Schools”. If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering “Specific Schools” and identifying the site(s) where the actions/services will be provided. For charter schools operating only one site, “All Schools” and “Specific Schools” may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:

Students to be Served

For any action/service contributing to the LEA’s overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see Demonstration of Increased or Improved Services for Unduplicated Students section, below), the LEA must identify the unduplicated student group(s) being served.

Scope of Service

For each action/service contributing to meeting the increased or improved services requirement, identify the scope of service by indicating “LEA-wide”, “Schoolwide”, or “Limited to Unduplicated Student Group(s)”. The LEA must identify one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, enter "LEA-wide."
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, enter “schoolwide”.
- If the action/service being funded and provided is limited to the unduplicated students identified in “Students to be Served”, enter “Limited to Unduplicated Student Group(s)”.

For charter schools and single-school school districts, “LEA-wide” and “Schoolwide” may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use “LEA-wide” to refer to all schools under the charter and use “Schoolwide” to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use “LEA-wide” or “Schoolwide” provided these terms are used in a consistent manner through the LCAP.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate “All Schools”. If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering "Specific Schools" and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

Actions/Services

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may be grouped together. LEAs may number the action/service using the "Action #" box for ease of reference.

New/Modified/Unchanged:

- Enter "New Action" if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Enter "Modified Action" if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Enter "Unchanged Action" if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
    - If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may enter "Unchanged Action" and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

Note: The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

Charter schools may complete the LCAP to align with the term of the charter school's budget that is submitted to the school's authorizer. Accordingly, a charter school submitting a one-year budget to its authorizer may choose not to complete the year 2 and year 3 portions of the "Goals, Actions, and Services" section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

Budgeted Expenditures

For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA's budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by EC sections 52061, 52067, and 47606.5.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

Demonstration of Increased or Improved Services for Unduplicated Students

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the "Demonstration of Increased or Improved Services for Unduplicated Students" table and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the current year LCAP. Retain all prior year sections for each of the three years within the LCAP.

Estimated Supplemental and Concentration Grant Funds

Identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to California Code of Regulations, Title 5 (5 CCR) Section 15496(a)(5).

Percentage to Increase or Improve Services

Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.

For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities**.** Also describe how the services are **the most effective use of the funds to** meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience or educational theory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to** and **effective in** meeting its goals for its unduplicated pupils in the state and any local priorities.
- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these services are **principally directed to** and how the services are **the most effective use of the funds to** meet its goals for English learners, low income students and foster youth, in the state and any local priorities.

State Priorities

Priority 1: Basic Services addresses the degree to which:

A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
C. School facilities are maintained in good repair.

Priority 2: Implementation of State Standards addresses:

A. The implementation of state board adopted academic content and performance standards for all students, which are:
    a. English Language Arts – Common Core State Standards (CCSS) for English Language Arts
    b. Mathematics – CCSS for Mathematics
    c. English Language Development (ELD)
    d. Career Technical Education
    e. Health Education Content Standards
    f. History-Social Science
    g. Model School Library Standards
    h. Physical Education Model Content Standards
    i. Next Generation Science Standards
    j. Visual and Performing Arts
    k. World Language; and
B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

Priority 3: Parental Involvement addresses:

A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site;
B. How the school district will promote parental participation in programs for unduplicated pupils; and
C. How the school district will promote parental participation in programs for individuals with exceptional needs.

Priority 4: Pupil Achievement as measured by all of the following, as applicable:

A. Statewide assessments;
B. The Academic Performance Index;
C. The percentage of pupils who have successfully completed courses that satisfy University of California (UC) or California State University (CSU) entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
D. The percentage of English learner pupils who make progress toward English proficiency as measured by the California English Language Development Test (CELDT);
E. The English learner reclassification rate;
F. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
G. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

Priority 5: Pupil Engagement as measured by all of the following, as applicable:

A. School attendance rates;
B. Chronic absenteeism rates;
C. Middle school dropout rates;
D. High school dropout rates; and
E. High school graduation rates;

Priority 6: School Climate as measured by all of the following, as applicable:

A. Pupil suspension rates;
B. Pupil expulsion rates; and
C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

Priority 7: Course Access addresses the extent to which pupils have access to and are enrolled in:

A. S broad course of study including courses described under *EC* sections 51210 and 51220(a)-(i), as applicable;
B. Programs and services developed and provided to unduplicated pupils; and
C. Programs and services developed and provided to individuals with exceptional needs.

Priority 8: Pupil Outcomes addresses pupil outcomes, if available, for courses described under *EC* sections 51210 and 51220(a)-(i), as applicable.

Priority 9: Coordination of Instruction of Expelled Pupils (COE Only) addresses how the county superintendent of schools will coordinate instruction of expelled pupils.

Priority 10. Coordination of Services for Foster Youth (COE Only) addresses how the county superintendent of schools will coordinate services for foster children, including:

A. Working with the county child welfare agency to minimize changes in school placement
B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

Local Priorities address:

A. Local priority goals; and
B. Methods for measuring progress toward local goals.

APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *EC* sections 52060 and 52066, as applicable to type of LEA, the following shall apply:

(a) "Chronic absenteeism rate" shall be calculated as follows:
  (1) The number of K-8 students who were absent 10 percent or more of the school days excluding students who were:
    (A) enrolled less than 31 days
    (B) enrolled at least 31 days but did not attend at least one day
    (C) flagged as exempt in the district attendance submission. K-8 students are considered to be exempt if they:
      (i) are enrolled in a Non-Public School
      (ii) receive instruction through a home or hospital instructional setting
      (iii) are attending a community college full-time.
  (2) The number of students who meet the enrollment requirements.
  (3) Divide (1) by (2).

(b) "High school dropout rate" shall be calculated as follows:
  (1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
  (2) The total number of cohort members.
  (3) Divide (1) by (2).

(c) "High school graduation rate" shall be calculated as follows:
  (1) For a 4-Year Cohort Graduation Rate:
    (A) The number of students in the cohort who earned a regular high school diploma by the end of year 4 in the cohort.
    (B) The total number of students in the cohort.
    (C) Divide (1) by (2).
  (2) For a Dashboard Alternative Schools Status (DASS) Graduation Rate:
    (A) The number of students who either graduated as grade 11 students or who earned any of the following:
      (i) a regular high school diploma
      (ii) a High School Equivalency Certificate
      (iii) an adult education diploma
      (iv) a Certificate of Completion and was eligible for the California Alternative Assessment if under the age of 20.
    (B) The number of students in the DASS graduation cohort.
    (C) Divide (1) by (2).

(d) "Suspension rate" shall be calculated as follows:
  (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
  (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  (3) Divide (1) by (2).

(e) "Expulsion rate" shall be calculated as follows:
  (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
  (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).

(3) Divide (1) by (2).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001,; 20 U.S.C. Sections 6312 and 6314.

APPENDIX B: GUIDING QUESTIONS

Guiding Questions: Annual Review and Analysis

1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to EC Section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Guiding Questions: Stakeholder Engagement

1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in *EC* Section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to *EC* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *EC* Section 42238.01?
6) What specific actions were taken to consult with pupils to meet the requirements 5 *CCR* Section 15495(a)?

7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Guiding Questions: Goals, Actions, and Services

1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 – COE Only), and Coordination of Services for Foster Youth (Priority 10 – COE Only)?
3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
4) What are the LEA's goal(s) to address any locally-identified priorities?
5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
6) What are the unique goals for unduplicated pupils as defined in *EC* Section 42238.01 and groups as defined in *EC* Section 52052 that are different from the LEA's goals for all pupils?
7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
9) What information was considered/reviewed for individual school sites?
10) What information was considered/reviewed for subgroups identified in *EC* Section 52052?
11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *EC* Section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
12) How do these actions/services link to identified goals and expected measurable outcomes?
13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

Prepared by the California Department of Education, January 2019

LCAP Expenditure Summary

Total Expenditures by Funding Source						
Funding Source	**2018-19 Annual Update Budgeted**	**2018-19 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
All Funding Sources	0.00	0.00	0.00	0.00	5,076,558.00	5,076,558.00
LCFF Base	0.00	0.00	0.00	0.00	3,865,558.00	3,865,558.00
LCFF Supplemental and Concentration	0.00	0.00	0.00	0.00	923,000.00	923,000.00
Supplemental and Concentration	0.00	0.00	0.00	0.00	288,000.00	288,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type						
Object Type	**2018-19 Annual Update Budgeted**	**2018-19 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
All Expenditure Types	0.00	0.00	0.00	0.00	5,076,558.00	5,076,558.00
1000-1999: Certificated Personnel Salaries	0.00	0.00	0.00	0.00	2,126,000.00	2,126,000.00
2000-2999: Classified Personnel Salaries	0.00	0.00	0.00	0.00	568,000.00	568,000.00
3000-3999: Employee Benefits	0.00	0.00	0.00	0.00	1,032,558.00	1,032,558.00
4000-4999: Books And Supplies	0.00	0.00	0.00	0.00	1,210,000.00	1,210,000.00
5000-5999: Services And Other Operating Expenditures	0.00	0.00	0.00	0.00	140,000.00	140,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type and Funding Source							
Object Type	**Funding Source**	**2018-19 Annual Update Budgeted**	**2018-19 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
All Expenditure Types	All Funding Sources	0.00	0.00	0.00	0.00	5,076,558.00	5,076,558.00
1000-1999: Certificated Personnel Salaries	LCFF Base	0.00	0.00	0.00	0.00	1,831,000.00	1,831,000.00
1000-1999: Certificated Personnel Salaries	LCFF Supplemental and Concentration	0.00	0.00	0.00	0.00	160,000.00	160,000.00
1000-1999: Certificated Personnel Salaries	Supplemental and Concentration	0.00	0.00	0.00	0.00	135,000.00	135,000.00
2000-2999: Classified Personnel Salaries	LCFF Base	0.00	0.00	0.00	0.00	335,000.00	335,000.00
2000-2999: Classified Personnel Salaries	LCFF Supplemental and Concentration	0.00	0.00	0.00	0.00	215,000.00	215,000.00
2000-2999: Classified Personnel Salaries	Supplemental and Concentration	0.00	0.00	0.00	0.00	18,000.00	18,000.00
3000-3999: Employee Benefits	LCFF Base	0.00	0.00	0.00	0.00	939,558.00	939,558.00
3000-3999: Employee Benefits	LCFF Supplemental and Concentration	0.00	0.00	0.00	0.00	93,000.00	93,000.00
4000-4999: Books And Supplies	LCFF Base	0.00	0.00	0.00	0.00	760,000.00	760,000.00
4000-4999: Books And Supplies	LCFF Supplemental and Concentration	0.00	0.00	0.00	0.00	320,000.00	320,000.00
4000-4999: Books And Supplies	Supplemental and Concentration	0.00	0.00	0.00	0.00	130,000.00	130,000.00
5000-5999: Services And Other Operating Expenditures	LCFF Supplemental and Concentration	0.00	0.00	0.00	0.00	135,000.00	135,000.00
5000-5999: Services And Other Operating Expenditures	Supplemental and Concentration	0.00	0.00	0.00	0.00	5,000.00	5,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Goal						
Goal	**2018-19 Annual Update Budgeted**	**2018-19 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
Goal 1	0.00	0.00	0.00	0.00	3,914,558.00	3,914,558.00
Goal 2	0.00	0.00	0.00	0.00	752,000.00	752,000.00
Goal 3	0.00	0.00	0.00	0.00	345,000.00	345,000.00
Goal 4	0.00	0.00	0.00	0.00	65,000.00	65,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Expenditures Contributing to Increased/Improved Requirement by Funding Source					
Funding Source	**2018-19 Annual Update Budgeted**	**2018-19 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**
All Funding Sources					

Expenditures NOT Contributing to Increased/Improved Requirement by Funding Source					
Funding Source	**2018-19 Annual Update Budgeted**	**2018-19 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**
All Funding Sources					

LCAP Year (select from 2017-18, 2018-19, 2019-20)

2018-19

Local Control Accountability Plan and Annual Update (LCAP) Template

Addendum: General instructions & regulatory requirements.

Appendix A: Priorities 5 and 6 Rate Calculations

Appendix B: Guiding Questions: Use as prompts (not limits)

LEA Name	Contact Name and Title	Email and Phone
Highlands Independent Study Charter School	Murdoch Smith Executive Director	Murdoch.smith@hccs.org (916) 844-2283

2017-20 Plan Summary

The Story

Describe the students and community and how the LEA serves them.

Our mission is to serve the unserved members of the community, Highlands Independent Study Charter School is being founded in Del Paso Heights and will be a sister school to Highlands Community Charter School. The expected average daily attendance for the first year is 475, with an enrollment number of approximately 500 adult students. Once approved we plan on focusing on our journey towards our accreditation with the Western Association of Schools and Colleges (WASC).

We plan to partner with many community-based organizations. As part of these partnerships, we will strive to meet the needs of our adult students by providing outstanding educational and workforce development related services in:

Elementary Education, with a focus on Advanced English Language Development (ELD)

High School, with a focus on Career Technical Education (CTE)

Our high school diploma program is comprised of students who previously failed to earn their high school diploma and ELD students who have promoted.

Highlands Independent Study Charter School students will be 22 of age or older and do not have a U.S. high school diploma. Our model is to offer educational services to in the high needs/high poverty neighborhoods where students live to better serve those with limited access transportation. The majority of our students will be economically disadvantaged, and approximately 5% of our students will be homeless or lack permanent housing. As adult learners there are numerous impediments to completing their high school diploma. The staff at Highlands Independent Study Charter School understand these barriers and will listen to our students and offer programs to help them overcome these obstacles. For example, we will offer:

- playcare

- bus passes
- food distribution in partnership with Natomas Unified School District
- a clothing closet
- a mobile clothing closet with library
- free vision checkups and glasses in partnership with local businesses
- mental health first aid courses for students and their families
- a collaboration with the Sacramento County District Attorney's Office and local law enforcement agencies providing immigrant/refugee services called 'Civics 101: Understanding Your Rights
- financial literacy courses provided by local banking institutions

At Highlands Independent Study Charter School, we will be committed to serve the needs of the most underserved members of our community. Our model not only teaches academics, but it also teaches life skills to a high needs adult population. Our students will have the skills and knowledge to empower themselves to participate in their children's educations. We live by our motto: "It's never too late."

LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

The key factors, Highlands Independent Study Charter School, will identify and focus on are to meet or exceed ten measurable outcomes.

Goal 1: Support each student in reaching their educational goals.
Our Outcome: Highlands Independent Study Charter School will support every student, by investing in the resources necessary to enhance the educational support needed to achieve their goals. Curriculum and instruction materials that support the Independent Study student

Goal 2: Support the economy of the community and California by assisting low income students to obtain livable wage careers.
Our Outcome: Student success is what we are committed to. By providing a top notch educational experience we will be providing our students the opportunity to obtain a livable wage career. We will offer class in parent education and child psychology. The CTE courses that will be available consist of Microsoft Suite, Certification A+ Information Technology, Medical Office Training, and even Truck Driving Class A License.

Goal 3: Provide a great educational experience for our students; including addressing barriers to education such as ability to attend.
Our Outcome: Independent study offers instruction outside of a traditional classroom-based context. It offers 'non-classroom-based' instruction. The independent study model allows our students an alternative instructional strategy. Each student will work independently with the support of their teacher. Attendance is based on "work completed' not students in seats.

Goal 4: Staffing excellent teachers
Our Outcome: One key factor in student success is the relationship between teacher and student. Highlands Independent Study School will be very detailed in hiring highly skilled credentialed teachers. We will recruit from the UC and CSU systems. We will expect our teachers to come to us with a Master's Degree and solid teaching foundation. It is possible that our teachers may still need to their Designated Subject Credential.

Reflection for Services: Given our 4 areas of focus, we've reflected these goals in our services model by incorporating goals to student support. Promoting instructional excellence, state standard curriculum implementation and content specific support to our students. An emphasis on ensuring the pathway to a recognized California State high school diploma, English language instruction to assist non-English speakers and the opportunity to access recognized career pathways after school completion.

Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the LCFF Evaluation Rubrics, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

Greatest Progress

At Highland Independent Study Charter School, our goal is to provide increased services and resources that will set the foundation for the highest level of student achievement.

Referring to the LCFF Evaluation Rubrics, identify any state indicator or local performance indicator for which overall performance was in the “Red” or “Orange” performance category or where the LEA received a “Not Met” or “Not Met for Two or More Years” rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

Greatest Needs

In the beginning, in order for us to provide the best service of education to our students, we will need to assess our students. Assessing our students allows us the opportunity to provide proper resources and guidance in order to achieve the best level of support. We plan on using the CASAS testing which is norm criterion referenced test recognized nationally as a tool for determining a students grade level readiness. We believe the data will indicate that the majority of our students will show themselves to be early literacy learners as well as below 12th grade in state and local standards. This will mean planning assistance for intervention services in EL and Grade level content support based on assessment outcomes.

Referring to the LCFF Evaluation Rubrics, identify any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these performance gaps?

Performance Gaps

Given the model of our school, there are sure to be some performance gaps; however, at this time we will not know what those are until we have completed our first year. In a preliminary format we believe we will be addressing EL Support services, core content materials, student engagement

strategies as well as Site support services for transportation, child care, Career Technical Education, Counseling services and staff professional development.

If not previously addressed, identify the two to three most significant ways that the LEA will increase or improve services for low-income students, English learners, and foster youth.

Increased or Improved services

The school will actively seek staffing that is able to provide low level language learners academic strategies that allow them to access curriculum. We will find ways to build support services that may include transportation, child care, career and technical education, health, socio-emotional support, school to career transition, technology, academic support, teacher supports, appropriate curriculum and re-engagement supports. Highlands Independent Study Charter believes that it will have an overall budget of $6,050,363.00 with targeted services for students and staff supports for 3 goal areas totally just under $1,000,000.00.

Budget Summary

Complete the table below. LEAs may include additional information or more detail, including graphics.

DESCRIPTION	AMOUNT
Total General Fund Budget Expenditures For LCAP Year	$4,640,686.00
Total Funds Budgeted for Planned Actions/Services to Meet The Goals in the LCAP for LCAP Year	$705,000.00

The LCAP is intended to be a comprehensive planning tool but may not describe all General Fund Budget Expenditures. Briefly describe any of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP.

Additional budgeted expenses not found in the support services funding are the following:

- certificated salaries $1,947,000.00 (1xxx)
- non-certificated salaries $529,000.00 (2xxx)
- employee benefits $900,249 (3xxx)
- Books Supplies and Materials $495,000 (4xxx)
- Services and Operations $743,937 (5xxx)
- Capital Outlay $25,000 (6xxx)

A detailed budget review for each of the specific coded areas may be found as an addendum to this LCAP Proposal.

DESCRIPTION	AMOUNT
Total Projected LCFF Revenues for LCAP Year	$6,050,363

Annual Update

LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 1

As a new school no data toward progress can be reported.

State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

Annual Measurable Outcomes

Expected | Actual

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Annual Update

LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 2

As a new school there is no reportable progress.

State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

Annual Measurable Outcomes

Expected | Actual

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Annual Update

LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 3

As a new school there is no reportable progress at this time.

State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

Annual Measurable Outcomes

Expected | Actual

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

LCAP Year: **2018-19**

Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

The LEA will hold multiple stakeholder meetings that include staff, students, and community partners to seek input on services that would be aligned to the 8 State Priorities. As a DAAS school we sought particular feedback on support models that would reduce absenteeism, actively assist positive graduation outcomes, assist second language learners and increase the threshold for school to career-college outcomes. This information will be used to refine and guide our services found under each critical goal area. The 3 goals of concentration will be the following:

- Develop an implement support services that assist second language learners with the acquisition of English
- Develop and implement grade level supports that assist students with achieving a state recognized and accredited California State High School diploma.
- Develop and implement Career Technical Education programs that provide the opportunity for students to achieve school to career outcomes.

Impact on LCAP and Annual Update

How did these consultations impact the LCAP for the upcoming year?

They assisted the school in refining the scope of services that would be formed into our goals.

They kept focus on the 8 State Priorities that support students and stakeholders in the educative process.

They ensured that all voices were heard in developing the school Local Control Accountability Plan.

The ensured effective budgeting practices aligned to clear spending outcomes that could be measured for effectiveness.

They allow for measurable outcomes that can show success, or the potential for additional support as needed.

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 1

The District will ensure students engage in relevant, personalized learning experiences that integrate critical thinking, collaboration, communication, creativity, and the use of technology, ensuring that all students are using 21st century fluencies, and experiencing a balanced educational program that encompasses multiple curricular areas , ELA/ELD, Mathematics, History/Social Science, Science, PE/Health, and Technology.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)

Local Priorities:

Identified Need:

Based on pre-enrollment screening we anticipate a minimum of 85% or more of our student group to be second language speakers. This will require us to ensure services that will assist them with the necessary academic supports needed for achieving acquisition of English speaking skills. This will be revealed within language status survey upon enrollment.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
85% of our student population is identified as and English Language Learner. This will be indicated on by home language surveys and CASAS testing.	85% of our students are designated as EL Learners. 0% are denoted at Re-Designated Fluent English Proficient (RFEP)	At the completion of 7 months of enrollment 6% of our designated EL students will be eligible for re-designation.	8% of identified EL Students will be identified as eligible for re-designation of their language status.	10% of identified EL students will be eligible for re-designation of their language status.

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
Specific Student Groups: English Language Learners
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools
Specific Grade Spans: 1st-2nd grades (Students 22 years or older)
[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools
Specific Grade Spans: 1st-2nd grade
[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Unchanged Action	Modified Action
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Ensure all District-led PD models reflect instruction aligned to the 4Cs, which are collaboration, communication, critical thinking and creativity.	Ensure all District-led PD models reflect instruction aligned to the 4Cs, which are collaboration, communication, critical thinking and creativity.	Ensure all District-led PD models reflect instruction aligned to the 4Cs, which are collaboration, communication, critical thinking and creativity.

*Include 21st century fluencies in all District professional development. • All teachers will have access and guidance on Best EL Instructional practices and instructional strategies provided by HCCIS 2x Monthly, under the direction of the school Academic Coordinator. • Appropriate Curriculum will be used for EL instruction. • Additional Tutors for academic support (2.0 PTE) • Professional Growth Support via the annual CABE Conf. or CATESOL	*Include 21st century fluencies in all District professional development. • All teachers will have access and guidance on Best EL Instructional practices and instructional strategies provided by HCCIS 2x Monthly, under the direction of the school Academic Coordinator. • Appropriate Curriculum will be used for EL instruction. • Additional Tutors for academic support (2.0 PTE) • Professional Growth Support via the annual CABE Conf. or CATESOL	*Include 21st century fluencies in all District professional development. • All teachers will have access and guidance on Best EL Instructional practices and instructional strategies provided by HCCIS 2x Monthly, under the direction of the school Academic Coordinator. • Appropriate Curriculum will be used for EL instruction. • Additional Tutors for academic support (3.0 PTE) • Professional Growth Support via the annual CABE Conf. or CATESOL

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$135,000.00	$135,000.00	$135,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries School Academic Coordinator	1000-1999: Certificated Personnel Salaries EL Lead Teacher Stipend	1000-1999: Certificated Personnel Salaries EL Lead Teacher Stipend
Amount	$95,000.00	$95,000.00	$95,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	4000-4999: Books And Supplies Support Materials	4000-4999: Books And Supplies Support Materials	4000-4999: Books And Supplies Support Materials

Amount	$5,000.00	$5,000.00	$5,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	5000-5999: Services And Other Operating Expenditures Professional Conference	5000-5999: Services And Other Operating Expenditures Professional Conference	5000-5999: Services And Other Operating Expenditures Professional Conference
Amount	$8,000.00	$8,000.00	$8,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	2000-2999: Classified Personnel Salaries 2-PTE Tutors for Student Support	2000-2999: Classified Personnel Salaries 2-PTE Tutors for Student Support	2000-2999: Classified Personnel Salaries 3-PTE Tutors for Student Support
Amount	$12,000.00	$12,000.00	$18,000.00
Source	LCFF	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits $5,000.00	3000-3999: Employee Benefits $5,000.00	3000-3999: Employee Benefits $7,000.00

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 2

Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

It is projected that the average HCCIS student will enroll both credit deficient and academically behind by an average of two to four grade levels in math and reading. An overwhelming majority of HCCIS students will be 12th graders. HCCIS needs to help students build fundamental math and literacy skills required to be college and career ready.

In order to improve and support student learning to close achievement gaps and ensure all students graduate college and career ready, there is a need to:

- Provide access to standards aligned curriculum
- Ensure a high level of literacy skills for all students by implementing early academic intervention and prevention services
- Provide access to technology for all students
- Provide guidance for all students with an emphasis on graduation success,
- Develop, Implement and Ensure that all HCCIS students are guided into a CTE course.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
• CTE articulated course completion (local indicator) • Successful course completion per semester • Completion of a real world math project (local indicator) • Progress on CASAS Semester Assessment (local indicator • 2x Counseling reviews/semester • Successful 1 year graduation success.	• Goal of 25 students per year completing articulated CTE course • All students complete a real world math project prior to graduation • CASAS Growth consistent to progress toward high school average status. • Graduation rate outcome with target at 65% completion rate.	• Goal of 25 students per year completing articulated CTE course • All students complete a real world math project prior to graduation • CASAS Growth consistent to progress toward high school average status. • Graduation rate outcome with target at 55% completion rate.	• Goal of 35% students per year completing articulated CTE course • All students complete a real world math project prior to graduation • CASAS Growth consistent to progress toward high school average status. • Graduation rate outcome with target at 60% completion rate.	• Goal of 40% students per year completing articulated CTE course • All students complete a real world math project prior to graduation • CASAS Growth consistent to progress toward high school average status. • Graduation rate outcome with target at 65% completion rate.

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools
Specific Grade Spans: 9-12th grade
[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools
Specific Grade Spans: 9-12th
[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Unchanged Action	Unchanged Action
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
• Implement the use of CTE Online, Career Cruising, iCEV CTE Curriculum's to support learner success. • Ensure 1:1 device for student use with technology • 'Jump Start' Coordinator to assist students with on-boarding into Independent Study program	• Implement the use of CTE Online, Career Cruising, iCEV CTE Curriculum's to support learner success. • Ensure 1:1 device for student use with technology • 'Jump Start' Coordinator to assist students with on-boarding into Independent Study program.	• Implement the use of CTE Online, Career Cruising, iCEV CTE Curriculum's to support learner success. • Ensure 1:1 device for student use with technology • 'Jump Start' Coordinator to assist students with on-boarding into Independent Study program.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$35,000.00	$35,000.00	$35,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	4000-4999: Books And Supplies Online Supplemental CTE Curriculum	4000-4999: Books And Supplies Online Supplemental CTE Curriculum	4000-4999: Books And Supplies Online Supplemental CTE Curriculum
Amount	$100,000.00	$100,000.00	$100,000.00
Source	LCFF	LCFF	LCFF
Budget Reference	4000-4999: Books And Supplies Provide Laptop or Chromebook	4000-4999: Books And Supplies Provided Laptop or Chromebook	4000-4999: Books And Supplies Provided Laptop or Chromebook
Amount	$50,000.00	$50,000.00	$50,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	2000-2999: Classified Personnel Salaries Jump Start Coordinator	2000-2999: Classified Personnel Salaries Jump Start Coordinator	2000-2999: Classified Personnel Salaries Jump Start Coordinator
Amount	$45,000.00	$45,000.00	$45,000.00
Source	LCFF	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits $1500.00	3000-3999: Employee Benefits $1500.00	3000-3999: Employee Benefits $1500.00

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 3

All HCCIS Students will graduate within their cohort, while lowering the schools absenteeism rate.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

As a DAAS school we want to be on the cutting edge of ensuring that we are seeking to set and maintain the highest cohort graduation rate possible as well as reducing the level of absenteeism among our students.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
• First year graduation rate above 55% of eligible students as identified by the State of California for DAAS Schools	• 55% of all eligible 12 graders will graduate within their cohort status in the first year of operation.	• 55% of all eligible 12 graders will graduate within their cohort status in the first year of operation.	• 60% of all eligible 12 graders will graduate within their cohort status in the first year of operation.	• 65% of all eligible 12 graders will graduate within their cohort status in the first year of operation.

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
• Because absenteeism plays a critical role in completing the educative process as well as potentially affecting graduation status we want to reduce chronic absenteeism to its lowest rate possible. A measurable goal would be less than 35%.	• HCCIS will have less that a 35% identified chronic absentee rate in the first year of operation.	• HCCIS will have less that a 35% identified chronic absentee rate in the first year of operation.	• HCCIS will have less that a 30% identified chronic absentee rate in the first year of operation.	• HCCIS will have less that a 25% identified chronic absentee rate in the first year of operation.

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools
Specific Grade Spans: 9-12th
[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners Foster Youth Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools Specific Grade Spans: 9-12th [Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Unchanged Action	Unchanged Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
• Staff a 1.0 Academic Counselor to oversee and assist with grade level progress and course progressions leading to graduation. • Support Teacher Retention and recruitment with .5 FTE Teacher Induction Coordinator • Support student transportation with public transportation options if required for student-teacher academic meetings • Support 'Academic Hotline' tutors (2-Classified PTE) • Support a .5 FTE Student Services Outreach Coordinator	• Staff a 1.0 Academic Counselor to oversee and assist with grade level progress and course progressions leading to graduation. • Support Teacher Retention and recruitment with .5 FTE Teacher Induction Coordinator • Support student transportation with public transportation options if required for student-teacher academic meetings • Support 'Academic Hotline' tutors (2-Classified PTE) • Support a .5 FTE Student Services Outreach Coordinator	• Staff a 1.0 Academic Counselor to oversee and assist with grade level progress and course progressions leading to graduation. • Support Teacher Retention and recruitment with .5 FTE Teacher Induction Coordinator • Support student transportation with public transportation options if required for student-teacher academic meetings • Support 'Academic Hotline' tutors (2-Classified PTE) • Support a .5 FTE Student Services Outreach Coordinator

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	110,000.00	110,000.00	110,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries 1.0 FTE Academic Counselor	1000-1999: Certificated Personnel Salaries 1.0 FTE Academic Counselor	1000-1999: Certificated Personnel Salaries 1.0 FTE Academic Counselor
Amount	$35,000.00	$35,000.00	$35,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries .5 FTE Certificated Teacher Induction and Recruitment Coordinator	1000-1999: Certificated Personnel Salaries .5 FTE Certificated Teacher Induction and Recruitment Coordinator	1000-1999: Certificated Personnel Salaries .5 FTE Certificated Teacher Induction and Recruitment Coordinator
Amount	$10,000.00	$10,000.00	$10,000.00
Source	Supplemental	Supplemental	Supplemental
Budget Reference	0000: Unrestricted Bus Passes, Light Rail Pass	0000: Unrestricted Bus Passes, Light Rail Pass	0000: Unrestricted Bus Passes, Light Rail Pass
Amount	$35,000.00	$35,000.00	$35,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries .5 FTE Outreach Coordinator	1000-1999: Certificated Personnel Salaries .5 FTE Outreach Coordinator	1000-1999: Certificated Personnel Salaries .5 FTE Outreach Coordinator
Amount	$30,000.00	$30,000.00	$30,000.00
Source	LCFF	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits $5,000.00	3000-3999: Employee Benefits $5,000.00	3000-3999: Employee Benefits $5,000.00

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2018-19**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$$1,389,138.00	12%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

HCICS will provide increased or improved services for LI, FY, and EL students through the LCAP. The increased services are at least equal to the 12% (minimum proportionality percentage) of the total LCFF budget. This proportionality percentage is met by analyzing the difference between the LCFF base funding with the total LCFF budget which includes supplemental and concentration allocations. Qualitative analysis of the increase and improvement of services will be reviewed every year as evidenced by improved student outcomes on achievement assessments, the State DAAS Dashboard and Local Satisfaction Surveys 1) Employ an Academic Coordinator separate of other school administration ensuring that students and teachers are provided and utilizing content aligned curriculum that is aligned to State Standards, This service ensures that teachers have support with the implementation of state board adopted standards and provide rigorous learning experiences for all students, including English Learners. Employ and make available a minimum of 2 academic tutors to assist LI, EL, FY and LI students with academic and task support, (Goal 2) Ensure students have access to CTE courses that can be accessed online and are California Pathway aligned leading to recognized industry or state certifications for work-career readiness. This service allows unduplicated students to a readiness path that may not require site based instruction. (Goal 3) Employ an Academic Counselor that will assist in specific course selection and outcomes that lead to successful graduation status. Employ a 'Jump Start' Coordinator that acts as an on-boarding agent assisting students to understanding and achieving readiness for an Independent Study instructional model. Employ 2 'Academic Hotline' after hours academic tutors that can provide 'after school' day assistance with content support. Employ a PTE Outreach Coordinator that will specifically provide direct contact support to assist FY-H and EL students with community assistance with transportation, health or other barriers that would prevent students from achieving their academic potential.

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2017-18**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$n/a	n/a%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

Addendum

The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. The LCAP is a three-year plan, which is reviewed and updated annually, as required. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.

For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in Education Code (EC) sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the EC. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

Plan Summary
Annual Update
Stakeholder Engagement
Goals, Actions, and Services
Planned Actions/Services
Demonstration of Increased or Improved Services for Unduplicated Students

For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: lcff@cde.ca.gov.

Plan Summary

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year.
When developing the LCAP, enter the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.
In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the LCFF Evaluation Rubrics data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.
An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.
The reference to LCFF Evaluation Rubrics means the evaluation rubrics adopted by the State Board of Education under *EC* Section 52064.5.

Budget Summary

The LEA must complete the LCAP Budget Summary table as follows:

- **Total LEA General Fund Budget Expenditures for the LCAP Year**: This amount is the LEA's total budgeted General Fund expenditures for the LCAP year. The LCAP year means the fiscal year for which an LCAP is adopted or updated by July 1. The General Fund is the main operating fund of the LEA and accounts for all activities not accounted for in another fund. All activities are reported in the General Fund unless there is a compelling reason to account for an activity in another fund. For further information please refer to the *California School Accounting Manual (*http://www.cde.ca.gov/fg/ac/sa/*)*. (Note: For some charter schools that follow governmental fund accounting, this amount is the total budgeted expenditures in the Charter Schools Special Revenue Fund. For charter schools that follow the not-for-profit accounting model, this amount is total budgeted expenses, such as those budgeted in the Charter Schools Enterprise Fund.)
- **Total Funds Budgeted for Planned Actions/Services to Meet the Goals in the LCAP for the LCAP Year:** This amount is the total of the budgeted expenditures associated with

the actions/services included for the LCAP year from all sources of funds, as reflected in the LCAP. To the extent actions/services and/or expenditures are listed in the LCAP under more than one goal, the expenditures should be counted only once.

- **Description of any use(s) of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP:** Briefly describe expenditures included in total General Fund Expenditures that are not included in the total funds budgeted for planned actions/services for the LCAP year. (Note: The total funds budgeted for planned actions/services may include funds other than general fund expenditures.)
- **Total Projected LCFF Revenues for LCAP Year:** This amount is the total amount of LCFF funding the LEA estimates it will receive pursuant to *EC* sections 42238.02 (for school districts and charter schools) and 2574 (for county offices of education), as implemented by *EC* sections 42238.03 and 2575 for the LCAP year respectively.

Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's* approved LCAP; in addition, list the state and/or local priorities addressed by the planned goals. Minor typographical errors may be corrected.

* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the **actual** actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

Analysis

Using actual annual measurable outcome data, including data from the LCFF Evaluation Rubrics, analyze whether the planned actions/services were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions/services to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided

in the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. *EC* identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. *EC* requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, *EC* Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian.

The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet specific goals.

Instructions: The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, enter the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

School districts and county offices of education: Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Charter schools: Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

Goals, Actions, and Services

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

School districts and county offices of education: The LCAP is a three-year plan, which is reviewed and updated annually, as required.

Charter schools: The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

New, Modified, Unchanged

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

Goal

State the goal. LEAs may number the goals using the "Goal #" box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

Related State and/or Local Priorities

List the state and/or local priorities addressed by the goal. The LCAP must include goals that address each of the state priorities, as applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. (Link to State Priorities)

Identified Need

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the LCFF Evaluation Rubrics, as applicable.

Expected Annual Measurable Outcomes

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the LCAP Template Appendix, sections (a) through (d).

Planned Actions/Services

For each action/service, the LEA must complete either the section "For Actions/Services not included as contributing to meeting Increased or Improved Services Requirement" or the section "For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement." The LEA shall not complete both sections for a single action.

For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement

Students to be Served

The "Students to be Served" box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by entering "All", "Students with Disabilities", or "Specific Student

Group(s)". If "Specific Student Group(s)" is entered, identify the specific student group(s) as appropriate.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must identify "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering "Specific Schools" and identifying the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:

Students to be Served

For any action/service contributing to the LEA's overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see Demonstration of Increased or Improved Services for Unduplicated Students section, below), the LEA must identify the unduplicated student group(s) being served.

Scope of Service

For each action/service contributing to meeting the increased or improved services requirement, identify the scope of service by indicating "LEA-wide", "Schoolwide", or "Limited to Unduplicated Student Group(s)". The LEA must identify one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, enter "LEA-wide."
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, enter "schoolwide".
- If the action/service being funded and provided is limited to the unduplicated students identified in "Students to be Served", enter "Limited to Unduplicated Student Group(s)".

For charter schools and single-school school districts, "LEA-wide" and "Schoolwide" may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use "LEA-wide" to refer to all schools under the charter and use "Schoolwide" to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use "LEA-wide" or "Schoolwide" provided these terms are used in a consistent manner through the LCAP.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering "Specific Schools" and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

Actions/Services

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may be grouped together. LEAs may number the action/service using the "Action #" box for ease of reference.

New/Modified/Unchanged:

- Enter "New Action" if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Enter "Modified Action" if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Enter "Unchanged Action" if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
    - If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may enter "Unchanged Action" and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

Note: The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

Charter schools may complete the LCAP to align with the term of the charter school's budget that is submitted to the school's authorizer. Accordingly, a charter school submitting a one-year budget to its authorizer may choose not to complete the year 2 and year 3 portions of the "Goals, Actions, and Services" section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

Budgeted Expenditures

For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA's budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by *EC* sections 52061, 52067, and 47606.5.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

Demonstration of Increased or Improved Services for Unduplicated Students

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the "Demonstration of Increased or Improved Services for Unduplicated Students" table and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the current year LCAP. Retain all prior year sections for each of the three years within the LCAP.

Estimated Supplemental and Concentration Grant Funds

Identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to *California Code of Regulations*, Title 5 (5 *CCR*) Section 15496(a)(5).

Percentage to Increase or Improve Services

Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Consistent with the requirements of 5 *CCR* Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.
For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities**.** Also describe how the services are **the most effective use of the funds to** meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience or educational theory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to** and **effective in** meeting its goals for its unduplicated pupils in the state and any local priorities.

- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these services are **principally directed to** and how the services are **the most effective use of the funds to** meet its goals for English learners, low income students and foster youth, in the state and any local priorities.

State Priorities

Priority 1: Basic Services addresses the degree to which:

A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
C. School facilities are maintained in good repair.

Priority 2: Implementation of State Standards addresses:

A. The implementation of state board adopted academic content and performance standards for all students, which are:
    a. English Language Arts – Common Core State Standards (CCSS) for English Language Arts
    b. Mathematics – CCSS for Mathematics
    c. English Language Development (ELD)
    d. Career Technical Education
    e. Health Education Content Standards
    f. History-Social Science
    g. Model School Library Standards
    h. Physical Education Model Content Standards
    i. Next Generation Science Standards
    j. Visual and Performing Arts
    k. World Language; and
B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

Priority 3: Parental Involvement addresses:

A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site;
B. How the school district will promote parental participation in programs for unduplicated pupils; and
C. How the school district will promote parental participation in programs for individuals with exceptional needs.

Priority 4: Pupil Achievement as measured by all of the following, as applicable:

A. Statewide assessments;
B. The Academic Performance Index;
C. The percentage of pupils who have successfully completed courses that satisfy University of California (UC) or California State University (CSU) entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
D. The percentage of English learner pupils who make progress toward English proficiency as measured by the California English Language Development Test (CELDT);
E. The English learner reclassification rate;
F. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
G. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

Priority 5: Pupil Engagement as measured by all of the following, as applicable:

A. School attendance rates;
B. Chronic absenteeism rates;
C. Middle school dropout rates;
D. High school dropout rates; and
E. High school graduation rates;

Priority 6: School Climate as measured by all of the following, as applicable:

A. Pupil suspension rates;
B. Pupil expulsion rates; and
C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

Priority 7: Course Access addresses the extent to which pupils have access to and are enrolled in:

A. S broad course of study including courses described under *EC* sections 51210 and 51220(a)-(i), as applicable;
B. Programs and services developed and provided to unduplicated pupils; and
C. Programs and services developed and provided to individuals with exceptional needs.

Priority 8: Pupil Outcomes addresses pupil outcomes, if available, for courses described under *EC* sections 51210 and 51220(a)-(i), as applicable.

Priority 9: Coordination of Instruction of Expelled Pupils (COE Only) addresses how the county superintendent of schools will coordinate instruction of expelled pupils.

Priority 10. Coordination of Services for Foster Youth (COE Only) addresses how the county superintendent of schools will coordinate services for foster children, including:

A. Working with the county child welfare agency to minimize changes in school placement
B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

Local Priorities address:

A. Local priority goals; and
B. Methods for measuring progress toward local goals.

APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *EC* sections 52060 and 52066, as applicable to type of LEA, the following shall apply:

(a) "Chronic absenteeism rate" shall be calculated as follows:
  (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where "chronic absentee" means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
  (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  (3) Divide (1) by (2).

(b) "Middle School dropout rate" shall be calculated as set forth in 5 *CCR* Section 1039.1.

(c) "High school dropout rate" shall be calculated as follows:
  (1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
  (2) The total number of cohort members.
  (3) Divide (1) by (2).

(d) "High school graduation rate" shall be calculated as follows:
  (1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
  (2) The total number of cohort members.
  (3) Divide (1) by (2).

(e) "Suspension rate" shall be calculated as follows:
  (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
  (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  (3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:
  (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
  (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  (3) Divide (1) by (2).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001,; 20 U.S.C. Sections 6312 and 6314.

APPENDIX B: GUIDING QUESTIONS

Guiding Questions: Annual Review and Analysis

1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to *EC* Section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Guiding Questions: Stakeholder Engagement

1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in *EC* Section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to *EC* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *EC* Section 42238.01?
6) What specific actions were taken to consult with pupils to meet the requirements 5 *CCR* Section 15495(a)?

7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Guiding Questions: Goals, Actions, and Services

1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 – COE Only), and Coordination of Services for Foster Youth (Priority 10 – COE Only)?
3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
4) What are the LEA's goal(s) to address any locally-identified priorities?
5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
6) What are the unique goals for unduplicated pupils as defined in *EC* Section 42238.01 and groups as defined in *EC* Section 52052 that are different from the LEA's goals for all pupils?
7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
9) What information was considered/reviewed for individual school sites?
10) What information was considered/reviewed for subgroups identified in *EC* Section 52052?
11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *EC* Section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
12) How do these actions/services link to identified goals and expected measurable outcomes?
13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

Prepared by the California Department of Education, October 2016

LCAP Expenditure Summary

Total Expenditures by Funding Source						
Funding Source	2017-18 Annual Update Budgeted	2017-18 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Funding Sources	0.00	0.00	0.00	705,000.00	711,000.00	1,416,000.00
LCFF	0.00	0.00	0.00	187,000.00	193,000.00	380,000.00
Supplemental	0.00	0.00	0.00	10,000.00	120,000.00	130,000.00
Supplemental and Concentration	0.00	0.00	0.00	508,000.00	398,000.00	906,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type						
Object Type	**2017-18 Annual Update Budgeted**	**2017-18 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
All Expenditure Types	0.00	0.00	0.00	705,000.00	711,000.00	1,416,000.00
0000: Unrestricted	0.00	0.00	0.00	10,000.00	10,000.00	20,000.00
1000-1999: Certificated Personnel Salaries	0.00	0.00	0.00	315,000.00	315,000.00	630,000.00
2000-2999: Classified Personnel Salaries	0.00	0.00	0.00	58,000.00	58,000.00	116,000.00
3000-3999: Employee Benefits	0.00	0.00	0.00	87,000.00	93,000.00	180,000.00
4000-4999: Books And Supplies	0.00	0.00	0.00	230,000.00	230,000.00	460,000.00
5000-5999: Services And Other Operating Expenditures	0.00	0.00	0.00	5,000.00	5,000.00	10,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type and Funding Source							
Object Type	**Funding Source**	**2017-18 Annual Update Budgeted**	**2017-18 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
All Expenditure Types	All Funding Sources	0.00	0.00	0.00	705,000.00	711,000.00	1,416,000.00
0000: Unrestricted	Supplemental	0.00	0.00	0.00	10,000.00	10,000.00	20,000.00
1000-1999: Certificated Personnel Salaries	Supplemental	0.00	0.00	0.00	0.00	110,000.00	110,000.00
1000-1999: Certificated Personnel Salaries	Supplemental and Concentration	0.00	0.00	0.00	315,000.00	205,000.00	520,000.00
2000-2999: Classified Personnel Salaries	Supplemental and Concentration	0.00	0.00	0.00	58,000.00	58,000.00	116,000.00
3000-3999: Employee Benefits	LCFF	0.00	0.00	0.00	87,000.00	93,000.00	180,000.00
4000-4999: Books And Supplies	LCFF	0.00	0.00	0.00	100,000.00	100,000.00	200,000.00
4000-4999: Books And Supplies	Supplemental and Concentration	0.00	0.00	0.00	130,000.00	130,000.00	260,000.00
5000-5999: Services And Other Operating Expenditures	Supplemental and Concentration	0.00	0.00	0.00	5,000.00	5,000.00	10,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Goal						
Goal	**2017-18 Annual Update Budgeted**	**2017-18 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
Goal 1	0.00	0.00	0.00	255,000.00	261,000.00	516,000.00
Goal 2	0.00	0.00	0.00	230,000.00	230,000.00	460,000.00
Goal 3	0.00	0.00	0.00	220,000.00	220,000.00	440,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Signatures of Teachers for California Innovative Career Academy (CICA)

DEMONSTRATION OF TEACHER SUPPORT

California Education Code, Section 47605 states as follows: *"The petition is signed by a number of teachers that is equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the school during its first year of operation."* All signors to this document hereto, also acknowledge that they have received and reviewed a copy of the charter petition that will be submitted to Twin Rivers Unified School District (TRUSD), and that this document will be attached and made a part of said charter petition.

The following teachers meaningfully desire to teach at CICA, an adult serving charter school proposed at a site within the Twin Rivers Unified School District:

PRINTED NAME	PHONE	SIGNATURE	DATE SIGNED	TEACHER EDUCATION/QUALIFICATIONS
Kevin Taylor	[redacted]		4/8/19	English Cred Admin Cred
Katrina Tupper			04/08/19	Adult Ed. Cred.
MELISSA ROBERSON			4/8/19	ADULT ED CRED.
Christina Martinez			4/8/19	Multiple Subjects Cred.
Nicole Scrogin			4/8/19	Adult Ed Cred.
Chris Timpson			4/8/19	Clear Cred.
Sonya Stinson			4/8/19	Clear Cred
Happy Cooc			4/8/19	Clear multiple subj

Signatures of Teachers for California Innovative Career Academy (CICA)

DEMONSTRATION OF TEACHER SUPPORT

California Education Code, Section 47605 states as follows: *"The petition is signed by a number of teachers that is equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the school during its first year of operation."* All signors to this document hereto, also acknowledge that they have received and reviewed a copy of the charter petition that will be submitted to Twin Rivers Unified School District (TRUSD), and that this document will be attached and made a part of said charter petition.

The following teachers meaningfully desire to teach at CICA, an adult serving charter school proposed at a site within the Twin Rivers Unified School District:

PRINTED NAME	PHONE	SIGNATURE	DATE SIGNED	TEACHER EDUCATION/QUALIFICATIONS
Ellen Hayes	[redacted]	Ellen Hayes	4/8/19	BA / cred (intern)
Lisa Batturaro	[redacted]	Lisa Batturaro	4/8/19	B.A / 2 M.A's, K-12 cred. Bil. cred
Amy Bianchini	[redacted]	Amy Bianchini	4/8/19	B.A. / MA. Education / Supp. English cred Multi-cred.
Carrie Casillas	[redacted]	C. Casillas	4/8/19	M.Ed Curriculum and Instruction M.A. ECE K-8 Teaching Credential
Diane Spence	[redacted]	Diane Spence	4/8/19	B.A. Social Science (Women's Studies)
Oksana Reznik	[redacted]	[illegible]	4/8/19	M.A. in English

CICA - 295

Exhibit B

Violation of Charter: Grades Not Aligned with Petition

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

August 28, 2024

SENT VIA: EMAIL DELIVERY:
gina.carreon@trusd.net

Gina Carron
Chief Human Resources Official
3222 Winona Way
North Highlands, CA 95660

RE: Request for Response Dated August 5, 2024 Relating to 11th Grade

Dear Ms. Carreon:

This is in response to your August 5, 2024 correspondence to Highlands Community Charter and Technical Schools ("HCCTS"). We understand that the Twin Rivers Unified School District ("District"), as the chartering authority for both Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA"), has requested that HCCTS take the following actions:

- The District requests that HCCTS investigate the necessary steps and support needed to add 11th grade to the High School program.

- The District further requests that HCCTS implement the necessary steps to add 11th grade as soon as practical.

HCCS and CICA have been operated by HCCTS since 2014 and 2019, respectively. Both schools serve adults 22 years of age and older in compliance with the Workforce Innovation and Opportunity Act of 2014 (Pub. L. 113–128, title II, §201.) Both charter documents currently provide for a unique grade level configuration of 1st, 2nd, and 12th grades. Additionally, HCCS and CICA have added grades 9 and 10 to their grade level offerings through a non-material revision to the charter petitions based upon approval of the addition of these grades previously by District staff on October 29, 2020. Upon enrollment, the HCCS charter provides that:

> "Students who are at a high school level (9th through 12th grade) based upon credits and assessment will be assigned to their grade level based upon age. Students who are at a primary school level (8th grade or below) based upon a lack of credits or low assessment

> scores, will be assigned to a grade level based primarily upon assessment."

CICA's charter contains identical language pertaining to grade level assignment after enrollment. Neither charter, therefore, currently requires 11th grade. Additionally, the high school curriculum offered by Highlands Community Charter and Technical School and CICA complies with the California Education Code requirements for graduation (Ed. Code §51225.3.)

The educational program of a California public charter school is defined by its charter petition. (Ed. Code §47605.) The educational programs of HCCS and CICA, as defined in the charters, were developed to meet the needs of the unique student population enrolled in both schools. The educational programs, including a grade configuration that does not include 11th grade, was approved by the District and by virtue of this approval found to be a sound educational program. Furthermore, these educational programs comply with the requirements for graduation. (Ed. Code §51225.3.). As such, HCCTS is not legally required to add an 11th grade to the educational programs of either HCCS or CICA.

Although HCCTS does not have a legal obligation so do so, in an ongoing effort to assuage the District's concerns and demonstrate HCCTS' commitment to proper reporting and progress tracking of students and bolstering the educational program of HCCS and CICA to best serve the needs of every student, HCCTS will add an 11th grade as soon as practical to its educational program subject to approval of both the HCCTS Board and the District. In order to plan and implement an 11th grade to the high school program, HCCTS will need to review and analyze both HCCS and CICA's current educational programs, investigate staffing needs and assessment schedules, and train its team on implementation of these changes. As the District is aware, HCCTS is currently responding to a state audit and two separate audits being conducted by representatives of the District, while continuing to operate its two schools and attempting to implement numerous operational changes to satisfy the District and other stakeholders. Therefore, HCCTS does not have the adequate time or staff capacity to plan and implement a new grade within this academic year.

HCCTS takes the advice of the District staff to add an 11th grade seriously and is committed to adding an 11th grade as soon as practical to its educational program. Assuming the District will confirm that the addition of 11th grade is approved as a non-material revision to the charters for both schools with an implementation date of July 1, 2025 or as part of the charter renewal process before our charters expire on June 30, 2027. HCCTS proposes spending the current academic year planning for the 11th grade configuration change and implementing the change to take effect when possible. This would provide HCCTS with adequate time to properly investigate, plan, and implement the addition of the 11th grade to the high school program. Furthermore, this would ensure that there is not a chaotic disruption to the educational program for students in the middle of an academic year and ensure a successful implementation of a new change. HCCTS appreciates the District's willingness to work with us on DASS metrics that will better capture the progress of students enrolling at Highlands given its high levels of immigrant students who often know little English even though they are classified as high school students. Having these metrics in place before adding the 11th grade will also assist stakeholders by ensuring there is reliable data upon which to evaluate student progress.

We hope that this letter fully addresses the District's requests on this matter and we look forward to hearing from you about our proposed implementation timeline and whether the non-material revision is approved by the District. Should you have any further questions in the meantime, please do not hesitate to contact me.

Sincerely,

Bill McGuire
Executive Director

4894-6322-4286, v. 1

From: Sharilyn.Warta
To: Melissa Roberson
Cc: Gina.Carreon; Ryan.DiGiulio
Subject: RE: HCCTS Request for Action: Adding Grade 11
Date: Monday, September 30, 2024 3:36:00 PM
Attachments: image001.png
image002.png
image003.png
image004.png

Good Afternoon,

On page one of the HCCTS response regarding the addition of 11th grade, there was mention that HCCS had approval by *"District Staff on October 29, 2020"* to add grades 9 and 10 through a non-material revision process. Please provide evidence to support this statement.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, August 30, 2024 2:05 PM
To: Gina.Carreon <Gina.Carreon@trusd.net>
Cc: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: HCCTS Request for Action: Adding Grade 11

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.
Report Suspicious

Hello Gina,

I hope you are doing well. Please see the attached letter regarding the

TRUSD request for action from Highlands Community Charter School and California and Innovative Career Academy.

Thank you,
Melissa

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 2, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Evidence

Dear Ms. Warta,

We have prepared the following response to the TRUSD request for evidence regarding the statement of HCCS approval of adding grades 9 and 10 through a non-material revision process.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Grades 9 and 10
Before adding grades 9 and 10, HCCS enrolled students in grades 1, 2, and 12. In the 2018-2019 school year, there was political pressure from the capitol to enroll all students in high school following a misunderstanding that HCCS had 40-year-old students enrolled in first and second grades with children. HCCTS serves adult students aged 22 and older. However, our students were never in classes learning with children. To address this, in the 2020-2021 school year, HCCTS added high school grades 9 and 10.

HCCTS communicated with TRUSD via email and phone about these changes on several occasions. TRUSD Administration strongly encouraged the change to a 9-12 grade span to more accurately reflect the students we serve and would not require a material revision to the charter. While HCCTS does not possess email evidence of this exchange on October 29, 2020, these communications are reflected in the 2019-2020 Annual Oversight Report from TRUSD drafted on July 7, 2020. The report, which was drafted by Francie Heim of School Business Solutions, clearly states: "It should be noted that Highlands serves ages 22 and older. Before 2020-21, Highlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student.)"

Please see an excerpt from the report below. Attached is the complete report by School Business Solutions, TRUSD Oversight consultant, which was provided to HCCTS in July 2020.

It should be noted that Highlands serves age 22 and older. Before 2020-21, HIghlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student).

Highlands LCFF Funded ADA			
	K-3 ADA	9-12 ADA	Total
2020-21		2,550.00	2,550.00
2019-20	1,750.28	251.05	2,001.33
2018-19	1,178.80	267.09	1,445.89
2017-18	1,003.65	245.26	1,248.91
2016-17	612.79	310.75	923.54
2015-16	216.05	189.06	405.11
2014-15	65.79	170.87	236.66

Please reach out if you have any additional questions.

HIGHLANDS COMMUNITY CHARTER SCHOOL
ANNUAL OVERSIGHT REPORT 2019-20

June 7, 2021

HIGHLANDS COMMUNITY CHARTER SCHOOL OVERSIGHT REPORT

Prepared by Francie Heim, School Business Solutions LLC

This report summarizes the Highlands Community Charter School (Highlands) for 2019-20 school year activities and includes an update on the 2020-21 school year.

Key Data Points	2017-18	2018-19	2019-20
October Enrollment	1,856	1,980	3,336
Socioeconomically Disadvantaged	89.06%	94.70%	92.24%
English Learners	85.88%	87.10%	90.32%

The report will be divided into seven parts and are aligned with TRUSD board policy on charter oversight.

Part 1 Compliance with Legal Requirements (Board Policy)
Part 2 Student Outcomes and LCAP (Board Policy)
Part 3 Fiscal Condition (Board Policy)
Part 4 Key Demographic Data
Part 5 Site Visit Observations
Part 6 Summary
Part 7 Appendix

TWIN RIVERS UNIFIED BOARD POLICY
MONITORING CHARTER SCHOOL PERFORMANCE

The Superintendent or designee shall monitor the charter school to determine whether it **complies with all legal requirements** applicable to charter schools, including making all reports required of charter schools in accordance with Education Code *47604.32*. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the **measurable student outcomes** set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its **local control and accountability plan (LCAP).**

The Board shall **monitor the fiscal condition** of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32, 47604.33, 47606.5*)

PART I

Board Policy:
The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

Highland states they filed all required reports with their office, and there are no known violations of law. TRUSD states that all required reports have been filed, and there are no known items to report.

The annual independent audit for 2019-20 is an unmodified opinion. The audit report did restate the ending fund balance, with a $78K accounts receivable overstatement adjustment for Highlands and $15 K for CA Innovative Career Academy.

PART 2

Board Policy:
The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

There are limited ways to measure student outcomes for alternative programs as students do not take the Smarter Balanced Assessments taken in traditional K-12 schools. In March 2019-20, the pandemic resulted in limited data collection and suspended the traditional LCAP process.

Highlands does continue to test students regularly with the CASAS test, which is required as part of the workforce investment grant.

The most recent LCAP (2018-19/2019-20) noted the following:

Goal 1: Improve Academic Performance School-wide.

Outcome: We expect our English Learners (EL) students to make significant progress in the Comprehensive Adult Student Assessment System (CASAS) Reading Assessment, our EL reclassification rate to Re-Designated English Proficient (RFEP) to increase, and 50% of our identified high school students to show increase in their CASAS scores in either ELA or Math. We exceeded our metrics in elementary English language development: 58% of our ELD learners have made significant learning gains on the Comprehensive Adult Student Assessment System (CASAS) reading assessment exceeding our goal of 52%. Shifting significant resources to additional para-educators

has been highly effective. Highlands exceeded our goal on teacher credentialing because we recruit highly skilled teachers from the UC and CSU systems. They come to Highlands with Master's Degrees and a wealth of teaching experience but need their Designated Subjects Credential. The use of our 'Navigators' to assist transition from EL classes to defined high school level courses.

Goal 2: Improve College and Career Preparedness through increased research based practices and strategies with increased career-technical educational (CTE) opportunities for all students.

Outcome: 65% of our eligible students complete a defined College or Career Pathway. This includes expanding our CTE Pathways, thereby, increasing the number of options available to students. Highlands is committed to students' success and providing opportunities to obtain a livable wage lifestyle. Highlands provides classes in child psychology and parent education. The CTE courses available consist of Truck Driving Class A License, Early Childhood Education careers, Microsoft Suite Certification, A+ Information Technology, Medical Office Training, Medical Assisting, Cosmetology, Manicuring, Entrepreneurship and Culinary Arts.

Goal 3: Increase Student Engagement and Enhance School Climate.

Outcome: Highlands has supported student and alumni achievement by investing in additional para-educators in classrooms and enhanced technology resources. These investments along with other proven investments have allowed our students to exceed our school wide GPA goal of 2.77 to 3.44. Highlands is on course to meet our high school graduation goal of 41%. We exceeded our goal of 60% of non-exempt alumni gaining and maintaining employment with 62%. 19% of our alumni are enrolled in college or post-secondary education which exceeds our goal of 10%. Highlands provides many activities for students to supplement their education by participating in leadership groups on campus. These include: Student Leadership Committee, Budget Committee, Event Planning Committee, English Language Advisory Committee, and the Community Advisory Council.

Goal 4: Increase instructional technology use to improve student achievement and career readiness.

Outcome: The number of our students that now have access or use a computer in their daily life is 87%. We increased our overall number of available student computers to 1:4 ratio. The overall goal is to attain a 1:1 level.

Goal 5: Increase stakeholder and community engagement in the students' education and school and community life.

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

LCAP

Education Code 47604.32 requires the charter authorizer to review the LCAP as a part of authorizer oversight duties. The TRUSD team has done a review and provided recommendations to Highlands on changes that should be reflected in a revised LCAP (Appendix D). A summary of the LCAP highlights is shown in Appendix C.

Dashboard Alternative School Status (DASS)

In 2013, California's accountability system significantly changed with the adoption of the Local Control Funding Formula (LCFF). This new accountability system, the California School Dashboard (Dashboard), contains state indicators and standards to help identify a school's strengths, weaknesses, and areas in need of improvement. Because these state indicators and standards were developed for traditional (non-alternative) schools, a different measurement tool was needed for Alternative Schools. The Dashboard Alternative School Status (DASS) program replaces the previously administered Alternative Schools Accountability Model (ASAM) and holds alternative schools and alternative schools of choice accountable for modified methods of measurement for accountability indicators, when appropriate.

Highlands DASS 2018-19

Basics: Teachers, Instructional Materials, Facilities	Met
Implementation of Academic Standards	Met
Parent Engagement	Met
Local Climate Survey	Met
Access to a Broad Course of Study	Met
Chronic Absenteeism	88.6% (increase over the PY* 1%)
Suspension Rate	-0-
Graduation Rate	15.3% (decline over the PY 3.5%)
College/Career	-0- Prepared, 1.6% approaching prepared (PY -0- prepared, 13.8% approaching prepared)

*Prior Year (PY)

Highlands notes that the decline in graduation rate is due in part to students transferring to the CA Innovative Career Academy charter in order to complete remaining credits under an independent study setting.

PART 3

Board Policy

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32, 47604.33, 47606.5*)

Highlands was financially solvent at the close of 2019-20. The audit report reflects unrestricted net assets of $1.28 M at the close of 2019-20. The level of borrowing is concerning, with $2.6 M in revenue anticipation notes (RANs) outstanding at the close of 2019-20 and a $3 M PPP (Paycheck Protection Program) loan payable. An additional $ 6.6 M in RANs were issued in 2020-21.

1	Highlands Community Charter School				
2	Statement of Financial Position Audited Financial Statement				
3		2016-17	2017-18	2018-19	2019-20
4	Cash		1,204,755	1,142,841	2,804,724
5	Accounts Receivable	3,018,358	2,277,556	3,496,529	4,600,306
6	Prepaid	85,435	29,622	30,650	136,177
7	Fixed Assets	215,472	253,034	1,451,059	1,378,849
8	Deposits	8,613	20,263	21,763	21,763
9	Total Assets	3,327,878	3,785,230	6,142,842	8,941,819
10					
11	Cash Overdraft	93,622			9,970
12	Accounts Payable	797,019	559,518	777,520	1,386,511
13	Accrued Expense	359,705	585,816	879,998	653,515
14	Notes Payable	935,000	572,000		
15	Revenue Anticipation Notes				2,634,489
16	PPP loan payable				2,973,000
17	Factoring Agreement		750,000	3,703,942	
18	Total Current Liabilities	2,185,346	2,467,334	5,361,460	7,657,485
19	Restricted	91,132			
20	Unrestricted	1,051,400	1,317,896	781,382	1,284,334
21	Total Net Assets	1,142,532	1,317,896	781,382	1,284,334
22	Total Net Assets & Liabilities	3,327,878	3,785,230	6,142,842	8,941,819

The TRUSD business team, with leadership provided by Kate Ingersoll, does a detailed review of Highlands budget, interim reports, audit, and LCAP.

Cash and Borrowing Notes:

- Highlands ended 2016-17 with a zero cash balance.
- In August 2017, Highlands issued Revenue Anticipation Notes, Series A (RANs) for $2,900,000 at 5% interest, maturing on September 15, 2018.
- In 2017-18, Highlands used a factoring agreement ($750 K) for cash flow, at the cost of $22K.
- In 2018-19, Highlands used a factoring agreement ($8.55M) for cash flow at the cost of $424 K.
- In 2019-20, Highlands paid off the factoring agreement.
- In 2019-20, Highlands/CA Innovative Career Academy issued RANs for $7M with net proceeds of $5,065 M. $1.9 M was to pay off a previous factoring agreement. The total cost of issuance is significant, along with 4% interest.
- In 2019-20, Highlands received a $3 M PPP loan at 1% interest and may be eligible to apply for loan forgiveness.
- **In 2020-21 (August 2020), Highlands/CA Innovative Career Academy issued RANs for $6.6 M with net proceeds of $6.25 M and 4% annual interest.**
- **Highlands provided follow-up information indicating the RAN was paid in full in March 2021. Highlands established a $9 M line of credit to utilize for cash flow.**

2020-21 SECOND INTERIM MULTI-YEAR PROJECTION SUMMARY

Based on data submitted in March 2021 (Second Interim Budget), Highlands projects to be fiscally solvent in 2020-21, 2021-22,2022-23 with a projected ending balance of $10.6 M in 2020-21 (line 7) at approximately 33% of expenditures. A 33% reserve is a greatly improved ending balance over the 2019-20 5% reserve.

	Highlands 2nd Interim MYP	2018-19 Actual	2019-20 Actual	2020-21 2nd Interim	2021-22 MYP	2021-22 MYP
1	**Actual/Projected ADA**	1,446	2,001	2,550	2,550	2,550
2	Income	18,505,584	25,966,222	41,018,789	37,244,976	38,303,794
3	Expenditures	19,042,098	25,385,167	31,707,548	33,108,958	34,476,666
4	Income Less Expenditures	(536,514)	581,055	9,311,241	4,136,018	3,827,128
5	Beginning Balance	1,317,896	781,382	1,284,334	10,595,575	14,731,593
6			(78,103)			
7	Ending Balance	781,382	1,284,334	10,595,575	14,731,593	18,558,721
* 2020-21 Beginning balance adjusted for audit fund balance $78,103 overstatement of accounts receivable						
8	**Ending Balance as % of Expense**	**4%**	**5%**	**33%**	**44%**	**54%**

PART 4

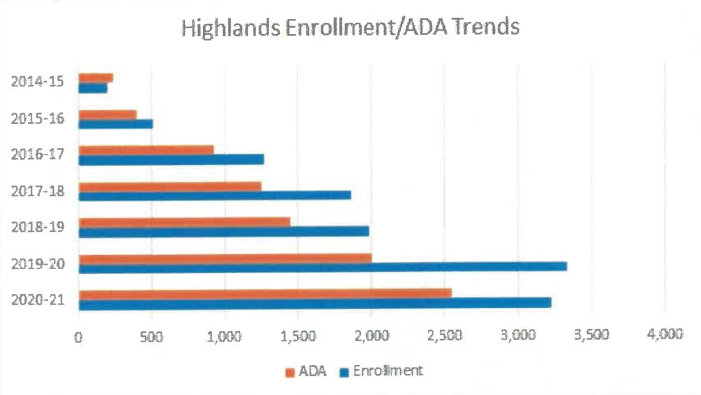
Other Key Data Elements

ADA (AVERAGE DAILY ATTENDANCE)/ENROLLMENT GROWTH OVER TIME

Highlands has grown from 207 students (October 2014 count) to 3,225 students (October 2020 count). Charters are funded based on current year P-2 ADA, a cumulative count of student attendance as of the last full school month ending on or before April 15. ADA is significantly less than ADA.

Due to the pandemic, 2020-21 ADA was frozen at the 2019-20 level with the ability to apply for growth ADA, which is why Highlands increased from 2,001 ADA to 2,550.

Highlands Enrollment ADA Trend			
Academic Year	Enrollment	ADA	ADA as % of Enrollment
2020-21	3,225	2,550	79%
2019-20	3,336	2,001	60%
2018-19	1,980	1,446	73%
2017-18	1,856	1,249	67%
2016-17	1,268	924	73%
2015-16	518	405	78%
2014-15	207	237	114%



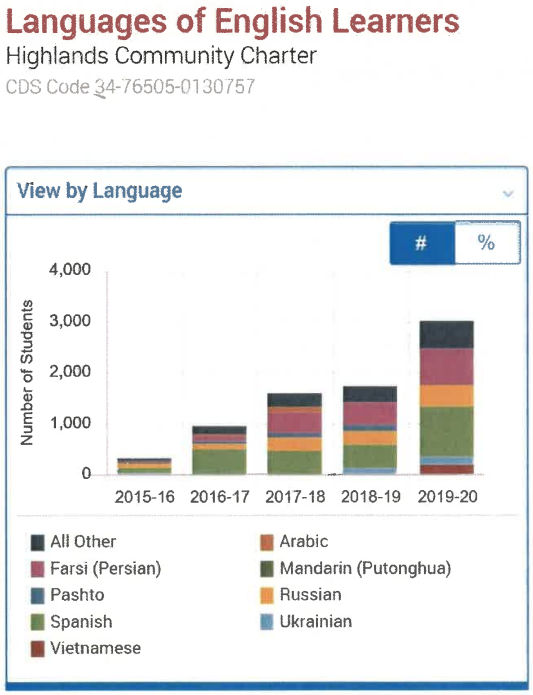
It should be noted that Highlands serves age 22 and older. Before 2020-21, HIghlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student).

Highlands LCFF Funded ADA			
	K-3 ADA	9-12 ADA	Total
2020-21		2,550.00	2,550.00
2019-20	1,750.28	251.05	2,001.33
2018-19	1,178.80	267.09	1,445.89
2017-18	1,003.65	245.26	1,248.91
2016-17	612.79	310.75	923.54
2015-16	216.05	189.06	405.11
2014-15	65.79	170.87	236.66

ENGLISH LEARNERS

Highlands has 90% of the population identified as English Learners. A 90% identification rate is higher than TRUSD (33%), Sacramento County (17%), and the State (19%). As noted in the chart below, a significant number of languages are represented in the student population.

2019-20 English Learner	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)	TBD	Total	EL as % of Total
Highlands	303	-	3,013	20	-	3,336	90.3%
Twin Rivers Unified	16,549	480	10,834	5,082	63	33,008	32.8%
Sacramento County	164,358	7,485	43,406	34,062	229	249,540	17.4%
State	3,600,001	273,950	1,148,024	1,133,977	7,049	6,163,001	18.6%



UNDUPLICATED PUPIL PERCENTAGE (UPP)

Highlands UPP was 98% in 2019-20. For funding purposes, the UPP calculation used in the LCFF formula is based on a three-year average and is capped at the UPP% of TRUSD.

1	Highlands UPP Count	2015-16	2016-17	2017-18	2018-19	2019-20
2	Total Enrollment	518	1,268	1,856	1,980	3,336
3	Free & Reduced Meal Program	335	810	1,646	1,828	3,077
4	Homeless	-	49	16	7	51
5	Direct Certification	8	21	45	19	8
6	Unduplicated FRPM Eligible Count	336	829	1,653	1,831	3,086
7	English Learner (EL)	311	946	1,594	1,725	3,013
8	CALPADS Unduplicated Pupil Count (UPC)*	455	1,099	1,778	1,961	3,273
9	UPP %**	87.84%	86.67%	95.80%	99.04%	98.11%

** Students are counted once to arrive at this total*

** Funded UPP based on three year rolling average and may be capped at % of authorizing LEA*

2019-20 EXPENDITURES

73% of expenditures were identified as program services. Approximately 62% of the budget is spent on salary and benefits of employees.

1	Highland 2019-20 Expenditures*	Program Services Education	Support Services, Mgmt, & General	2019-20 Total	PY Total
2	Certificated Salaries	5,358,756	23,868	5,382,624	
3	Classified Salaries	5,226,231	706,944	5,933,175	
4	Employee Benefits	3,984,485	333,213	4,317,698	
5	Books & Supplies	893,189	301,038	1,194,227	
6	Professional/Consulting/Operating Expenditures	3,131,381	4,918,037	8,049,418	
7	Depreciation		217,641	217,641	
8	Interest Expense		290,384	290,384	
9	Total	18,594,042	6,791,125	25,385,167	
10	% by Program/Support	73.25%	26.75%	100%	
11	Total Expenditures (less depreciation)			25,167,526	18,944,374
12	Total Employee Costs/Benefits			15,633,497	12,498,430
13	Total Employee Costs/Benefits as % of Total Expenditures			62.12%	65.97%

** per 2019-20 audit report*

PART 5

Site Visit Observations

Murdock Smith is the CEO/Director of Highlands and brings a passion and vision to the charter. Mike Reid is the Chief Operations Officer. Mike will be retiring in June 2021, and a leadership reorganization is underway.

Diana Gonsalves is a new addition to the team, serving as the Director of Fiscal Services. The charter continues to contract with Delta Management Solutions for back-office business support. Highlands is reviewing the possibility of bringing all business functions in-house. As requested in our last oversight report, the charter has added a "fiscal transparency" section to the website, providing budget and interim report updates.

Highlands received an outside consultant report (Terry Bradley, SBC) in May 2020. The report's scope was to review the organizational structure with an emphasis on the business services department. The report also requested a follow-up review of the FCMAT extraordinary audit (May 2018). There were many findings and recommendations, and a summary is provided below:

a) Recognition of the increase in student enrollment and a "healthy" general fund reserve.
b) Recognition of the leadership of Murdock (Doc) Smith and his high visibility in the organization
c) Recognition of the Board of Directors in their trust of the leadership team and holding the team accountable.
d) Improved communication among divisions in the organization was recognized. It was also noted that this is an area of continued focus to improve.
e) The utilization of technology should be a priority throughout the charter organization.
f) Based on interviews of HCCS staff, all 19 internal practices identified in the FCMAT extraordinary audit have been addressed. Staff feels the charter is a better organization due to the FCMAT study and will continue to improve as more systems are developed and implemented.
g) Internal controls need to be in place to ensure that only students 22 years of age or older without high school diplomas can register at HCCS. It should be noted that the October 2019 and October 2020 student counts show no student under the age of 22 enrolled.

The report recommended that further areas of focus/study should be:

Development of a succession plan for HCCS leadership positions.
Review of the existing organizational structure.
Completion of a cost/benefit analysis of establishing a "total" business office operation within the structure of HCCS.

No sites were visited this year due to COVID, but several zoom sessions were conducted with the Charter leadership team, and several classes were visited via zoom. The first meeting with Murdock Smith (CEO/Director), Michael Reid, and Charles Patillo was to establish the protocol and plan for zoom visits. After the class zoom visits, a meeting was held with Murdock Smith, Mike Reid, Katrina Tupper (Director of Instruction and Professional Learning), Niccole Scrogins (Director of Curriculum and Program).

The questions guiding the team discussion are shown in Appendix G. A summary of a year in review with challenges and successes is provided below as noted by the leadership team.

At the start of the pandemic, a distance learning specialist group was brought in to train staff and set the stage for remote learning. For some of the clients, a zoom environment improved attendance. Chromebooks, hot spots, Gmail accounts, were provided to students. "Digital navigators" assisted students and staff with technology. If a student was not in contact for five days, there was outreach to ensure students were OK. Food and clothing closets were provided to assist with other needs.

ADA was determined by google classroom, mobile app, zoom attendance, work submitted, and reading program log-ins. Highlands is considered a school of the district for special education purposes, and special education services are provided by TRUSD.

There were many challenges for teachers in adapting to a Zoom environment, but the success was seeing the great work at the end. The silver lining is the push over the finish line for staff and teachers (and students) on digital literacy (Nicole).

Challenges were the personal hardships, and success was the relationships and connections that were made. The silver lining was creating a system and structures for collaboration, with staff reaching out for more professional development opportunities (Katrina).

Challenge was never taking the foot off the accelerator and pivoting, and the success was creating more pathways for students (Mike).

Success was graduation with 138 graduates in January. Challenges were not receiving COVID funding like traditional school districts. The silver lining was the development of a learning management platform in-house. (Doc).

There were some very specific kudos to the TRUSD team:
Kate Ingersoll for working so closely with Diane Gonsalves and the business office team
Lori Grace for ongoing, consistent communication on COVID to the Highlands team that made them feel very supported by the district.
Kristen Coates for reaching out to ensure good communications with the team.
TRUSD police support, specifically noting an incident with an at-risk student, and the collaboration of the Highland team and TRUSD police department that prevented a potential suicide.

I attended the following Zoom classes:

English Learners	10:00 to 11:00	Tuesday16-Mar	7 students attending
English, History,Govnt	11:00 to 12:00	Tuesday16-March	1 student attending
Math	1:30 to 2:30	Tuesday16-Mar	4 students attending
English	6:00 to 7:00	Wednesday17-Mar	16 students attending
CDL Truck Driving	10:00 to 11:00	Thursday18-Mar	11 students attending
Beg English	11:00 to 12:00	Thursday18-Mar	15 students attending
Algebra (CICA)	5:15 to 6:15	Thursday18-Mar	1 student attending

General Impressions:
Teachers used technology appropriately, with some teachers excelling in providing engaging activities. Students were generally adept at using Zoom and had good connectivity. The English Learner classes were particularly engaging. Many of the students were women with small children, and it was a joy to watch their level of engagement in learning English. As noted previously in the report, attendance has improved since transportation, and child care barriers are no longer issues in a Zoom environment.

PART 6

SUMMARY

The Highlands team is passionate about its mission and vision and is committed to its students' success. They serve a diverse group of adults, primarily English Learners, under the Workforce Investment Act. The challenges are many. Chronic absenteeism is high at 88.6%, graduation rates are low at 15.3%, and college/career readiness indicators are -0- prepared and 1.6% approaching prepared (2018-19 data).

Our commendations to Highlands for bringing in an outside consultant to review operations and provide recommendations. The report (May 2020) was reviewed as part of this oversight report. The charter has implanted many of the recommendations.

Highlands should be commended for the quick response to align services to students in a virtual environment back in March 2020. As of this report (May 2021), Highlands is still providing services in a virtual environment.

In 2019-20, adequate controls were in place to ensure all students enrolled were age 22 or more.

Highlands has implemented a prior year recommendation that provides for fiscal transparency, with the website posting budgets and interim reports.

Highlands has been creative in partnering with the community on facilities near where the students and community needs are located. Appendix B provides the most current listing of 35 sites.

A stated concern in the past was a lack of cash flow and budget discipline necessary for a growing organization. Highlands has improved its fund balance. They have discontinued expensive factoring agreements used for cash flow. Highlands indicated that in March 2021, they repaid the RANs and acquired a $9M line of credit to utilize for cash flow purposes. They continue to contract with a charter "back office" for financial support but have added staffing in-house to improve financial/budgeting systems. They are projected to be fiscally solvent in 2019-20 and future years.

There continue to be legislative discussions to limit the ability of Charters to serve adults over the age of 22 and receiving LCFF funding. Highlands has been actively working to ensure legislators and others are aware of the impact of their work in the community.

The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) Commissioners have determined Highlands Community Charter School (AD - AD) meets the ACS WASC criteria for accreditation and granted a Six-Year Accreditation Status with a Mid-cycle Two-day Visit through June 30, 2025.

PART 7

APPENDIX A HIGHLANDS MISSION/VISION (FROM WEBSITE)

Motto | Vision | Mission

MOTTO: IT'S NEVER TOO LATE!

VISION: TO ERADICATE EDUCATIONAL INEQUALITY.

MISSION:

WE ARE A DIVERSE COMMUNITY FOR SOCIAL JUSTICE, SERVING THE UNSERVED, PROVIDING ACCESS TO EDUCATION, TECHNOLOGY, COMMUNICATION, AND EMPLOYMENT FOR 21ST CENTURY ACHIEVERS. THROUGH COMMUNITY PARTNERSHIPS, WE WILL BUILD NEW LEGACIES LEADING TO SELF-SUFFICIENCY AND GENERATIONAL CHANGE.

SCHOOLWIDE LEARNER OUTCOMES (SLOS):

1. STUDENTS WILL DEMONSTRATE MEASURABLE ACHIEVEMENTS EACH TERM THROUGH ASSESSMENT.

2. STUDENTS WILL MAKE PROGRESS TOWARD THEIR CAREER GOALS.

3. STUDENTS WILL USE TECHNOLOGY TO COMMUNICATE FOR PERSONAL AND ACADEMIC USE.

APPENDIX B

Highlands Community Charter School's main campus is located at 1333 Grand Ave., Sacramento, CA 95838. HCCS students are currently served at 35 locations around the greater Sacramento region.

These sites listed may include jointly utilized California Innovative Career Academy sites.

Per the Charter Petition - All HCCS site are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition, HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the district.

	2018-19 Oversight Report Listing (March 2020)
1	41st Street | 3821 41st Ave Suite 1, Sacramento, CA 95824
2	ARI - Alhambra | 2411 Alhambra Blvd # 100 Sacramento, CA 95817
3	ARI - CB Wire | 5100 El Paraiso Ave, Sacramento, CA
4	ARI - North | 5750 Sunrise Blvd #100 Citrus Heights, CA 95610
5	Asher | 1215 Howe Ave. #101, Sacramento, CA 95825
6	Bach Viet - North | 1050 Fulton Ave. #110 Sacramento, CA 95825
7	Bach Viet | 1120 Fulton Ave. #F Sacramento, CA 95825
8	Bach Viet - South | 6853 65th St. STE C, Sacramento, CA 95828
9	Bethany | 9880 Jackson Rd. Sacramento, CA 95827
10	Bowling - Lao Family | 7171 Bowling Dr. Sacramento, CA 95823
11	Clay Street | 3805 Clay Street, Sacramento, CA 95838
12	Cosmo | 3500 Fulton Ave, Sacramento, CA 95821
13	Crossroads | 7011 Sylvan Rd. Suite A, Citrus Heights, CA 95826
14	Faith Legacy | 2532 Whitney Ave. Sacramento, CA 95821
15	Grand | 1333 Grand Avenue Sacramento, CA 95838
16	Folsom Blvd | 10017 Folsom Blvd. Sacramento, CA 95827
17	GSUL | 3725 Marysville Blvd. Sacramento, CA 95838
18	Gurnick | 8810 Cal Central Drive, 3rd Floor Sacramento, CA 95826
19	Holy Cross | 800 Todhunter Ave. West Sacramento, CA 95605
20	Industrial | 8180 Industrial Pkwy. Sacramento, CA 95824
21	Maple | 3301 37th Ave. Sacramento, CA 95824
22	Marconi | 2435 Marconi Ave. Sacramento, CA 95821
23	Marysville | Notre Dame: 715 C St. Marysville, CA 95901
24	McClellan | 3144 Palm St. Building 826 McClellan Park, CA 95652
25	OLOG - Guadalupe | 711 T St. Sacramento, CA 95811
26	Opening Doors | 1111 Howe Ave. #115 Sacramento, CA 95825
27	Opening Doors | 1111 Howe Ave. #655 Sacramento, CA 95825
28	SALAM | 4545 College Oak Dr. Sacramento, CA 95841
29	SHRA - Marina Vista | 30 Seavey Circle Sacramento, CA 95818
30	St. Anne's | 7720 24th St. Sacramento, CA 95832
31	Elder Creek | 8401 Jackson Rd, Sacramento, CA 95826
32	St. Matthews | 2300 Edison Ave. Sacramento, CA 95821
33	St. Rose | 5945 Franklin Blvd. Sacramento, CA 95824

	Updated Listing (May 2021)
1	41st Avenue | 3821 41st Avenue, Suite #1, Sacramento, CA 95824
2	ARI - North | 5750 Sunrise Blvd, #100, Citrus Heights, CA 95610
3	Asher | 1215 Howe Avenue, #101, Sacramento, CA 95825
4	Bach Viet - North | 1050 Fulton Avenue, #110, Sacramento, CA 95825
5	Bach Viet - Larkspur | 1100 Fulton Avenue, #F, Sacramento, CA 95825
6	Bach Viet - South | 6853 65th Street, STE C, Sacramento, CA 95828
7	Bethany | 9880 Jackson Road, Sacramento, CA 95827
8	Bowling | 7171 Bowling Drive, #1120, Sacramento, CA 95823
9	Clay Street | 3805 Clay Street, Sacramento, CA 95838
10	Cosmo | 3500 Fulton Avenue, Sacramento, CA 95821
11	Faith Legacy | 3532 Whitney Avenue, Sacramento, CA 95821
12	Grand Avenue | 1333 Grand Avenue, Sacramento, CA 95838
13	Folsom Blvd | 10017 Folsom Blvd, Sacramento, CA 95827
14	GSUL | 3725 Marysville Blvd, Sacramento, CA 95838
15	Gurnick | 8810 Cal Central Drive, 3rd Floor, Sacramento, CA 95826
16	Holy Cross | 800 Todhunter Avenue, West Sacramento, CA 95605
17	Industrial | 8180 Industrial Pkwy, Sacramento, CA 95824
18	Maple | 3301 37th Avenue, Sacramento, CA 95824
19	Marconi | 2500 Marconi Avenue, #120, #150, Sacramento, CA 95821
20	Marysville | Notre Dame: 715 C Street, Marysville, CA 95901
21	McClellan | 3144 Palm Street, Building 826, McClellan Park, CA 95652
22	OLOG - Guadalupe | 711 T Street, Sacramento, CA 95811
23	Howe Avenue | 1111 Howe Avenue, #115, Sacramento, CA 95825
24	Howe Avenue | 1111 Howe Avenue, #655, Sacramento, CA 95825
25	SALAM | 4545 College Oak Drive, Sacramento, CA 95841
26	SHRA - Marina Vista | 30 Seavey Circle, Sacramento, CA 95818
27	St Anne's | 7720 24th Street, Sacramento, CA 95832
28	St Matthews | 2300 Edison Avenue, Sacramento, CA 95821
29	St Rose | 5961 Franklin Blvd, Sacramento, CA 95824
30	Alhambra | 2331 Alhambra Blvd, Sacramento, CA 95817
31	ARI - South | 6270 Elder Creek Road, Sacramento, CA 95824
32	Lao Family Oakland | 2325 East 12th St, Oakland, CA 94601
33	Pavilions South | 2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825
34	Pavilions South | 2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825
35	Saint John's | 8401 Jackson Rd, Sacramento, CA 95826

APPENDIX C

Greatest Progress

At Highlands, we are proud of increasing services to our unduplicated students by leveraging a variety of funding sources. One of our most creative and innovative services continues to be the deployment of a mobile clothes closet and library which was financed through base funding. Many Highlands students live in poverty and for two years now a free clothes closet was established at our main campus to provide clothes to needy students and their families. Due to the overwhelming success of this project and the high demand for these clothes, and to provide access for students at other sites, Highlands purchased an RV which can now take the clothes to students at all 24 auxillary sites. Additionally, as our students have often indicated their desire for books to read at home, the mobile clothes closet is also a mobile lending library. Students can check-out one book, then exchange it for another at a future date, the books are never overdue. This program was initiated with base funds and is popular with all students. In the next school year, we will continue to expand on this resource to offer free clothes and books to our students.

Another very successful Highlands initiative this year was providing free eye exams and free glasses to 72 of our highest needs students. Highlands applied for a grant through Vision Service Plan called "Eyes of Hope" for those who are in need but can't afford the services. Certificates for a free eye exam and a pair of eyeglasses at any doctor in the VSP network are issued to students identified by their teachers to be in need or "desperate" need of glasses. The results were immediate, these students are empowered to fully participate in class because they now see the Board and read without squinting in their classes.

In response to high-needs students requests for increased access to computers, Highlands secured funds from our Workforce Investment Opportunity Act (WIOA) grant, supplemental and concentration funds to purchase 250 additional student computers. Bringing a 2 year total purchase of 535 student laptops/desktops. These are all pre-loaded with support software or programs for student use. Including Google Chrome, Microsoft Office Suite, Ethernet capability and WiFi available access. This has increased significantly our drive to become a 1:1 student to computer available school.

Last year, we had an identified need to improve the English Language Learner reclassification rates. This year we planned to invest $1,100,000.00 dollars of supplemental and concentration funds to provide para-educators for our students with highest needs . This is an additional $770,000.00 dollars toward classroom assistance. When our local indicators, CASAS scores, and student feedback demonstrated the effectiveness of this strategy, administration allocated an additional $490,000.00 to para-educator salary and benefits. As a result, our actual expenditures outpaced our budgeted expenditures and moreover, our student gains and reclassification rates surpassed our original growth goals. With a particular emphasis on 'literacy rates' improving we are striving for providing intensive in-class assistance. This has proven to be an effective strategy for increasing student success. Investment in para-educators for of our English Language Learners and Socioeconomically Dis-advantaged students has contributed to significant gains throughout our student population. Next year we will continue to provide para-educators as supplemental support for our un-duplicated students.

Last year, we identified a need to improve our 7% CTE participation rate from the 2016-17 school year. This year,we doubled the rate and achieved a 14% participation rate. In addition, we were able to more than double the CTE completion rate of long term students. For the 2016-17 school year, the completion rate was 31%. In the 2017-18 school year the CTE completion rate was 64%, exceeding our goal of 45% completion rate. In the 2018-19 school year, we continued to improve our CTE program as our un-duplicated students rely on this program to prepare them for living wage jobs. At the completion of the 2018-19 school year we reached 48% of our students taking and completing a CTE Pathway.

With regard to other outcomes that were significant to our school's success, we were approved by the Twin Rivers Unified School District's Board of Trustees for a full 5 year re-authorization to continue our work as a charter school. In addition, we went through a full review for accreditation with the Western Association of Schools and Colleges and have been granted a 6 year accreditation (the highest accreditation possible) with a 2 day mid-cycle visit. Additionally, we are still a grantee for the Work Force Investment and Opportunity Act (WIOA for $350,000 annually).

Finally, we have grown from 22 learning sites from the 2018-19 school year to almost 30 available learning sites or partnership locations, thus expanding the opportunity for additional students to access the school either locally or regionally.

Greatest Need

There are 5 areas Highlands will focus attention next year to improve our overall results:
1. Improving CTE participation rate: As a non-college prep-school, we meet Ed. Code § 52060(d)(4)(C) through the number of students who participate in and complete career technical education sequences or programs of study that align with state board-approved career technical education standards and frameworks".
While our school offers a range of CTE programs, we believe we must continue to increase the participation rate.
2. Improving career attainment: By having more students complete our CTE programs through improved instruction and follow up, our graduates should be more equipped to obtain livable wage lifestyle.
3. Improving curriculum and instructional materials: We will continue the process of rolling out a new and improved comprehensive curriculum to promote student learning as well as support teachers through coaching, modeling and professional development. We will also continue to provide supplementary resources to support instruction in response to student requests; moreover, research demonstrates that the quality and availability of the instructional materials is important to how well students learn.
4. Expansion of remedial instruction and intervention: We will expand the use of intervention specialists to target students who need additional academic support. We will offer remedial classes and open a tutoring center to help close the achievement gap by building up basic skills in reading, writing, and math.
5. Increasing our identified 'Cohort Graduation Rate' while decreasing the number of students that would be designated as 'Chronically Absent'.

Performance Gaps

Given the nature of our school, there are fewer internal performance gaps than there are performance gaps between our students and the general population. Most of our students enter the Highlands high school program with academic skills that are significantly below grade level in reading, writing and math. We continue to make remedial instructional opportunities available and plan to stay the course to monitor outcomes associated to academic and career-technical advancement. We have seen a greater number of our identified English Learning students make advancement in leveled instruction as well as 'bridging' into high school.
We are continuing to improve our services for all student groups that have additional needs. Those needs include English learners, low income students, disabled students, former foster youth, ex-offenders and homeless to promote their general academic skills. These services unequivocally close the income gap which nearly all our students face. However, with regard to the 2018-19 State Accountability Dashboard, we still have identified an 87% chronic absenteeism rate, an overall cohort graduation rate of 19% and 0% of our students being

APPENDIX D

District LCAP TRUSD Review of the LCAP

The charter expressed appreciation to the district for their suggestions and will use the input to improve future LCAPs but did not update the 2019-20 LCAP with the suggested changes below.

Goals, Actions & Services 2019-20

Page 47 - Goal/Action 1.1 has both boxes marked above and below the OR for if the action is Not including or Including to meet increased or improved services for unduplicated students; determine which one it s and eliminate the verbiage in the other section.

Page 50 – is the increased budget from $250,000 to $1,500,000 for 1.3 realistic?

Goal 2 – 2.1, 2.2, 2.3 & 2.4 all say the action is Not including to meet increased or improved services for unduplicated students. If that is the case, then S/C funds should not be used.

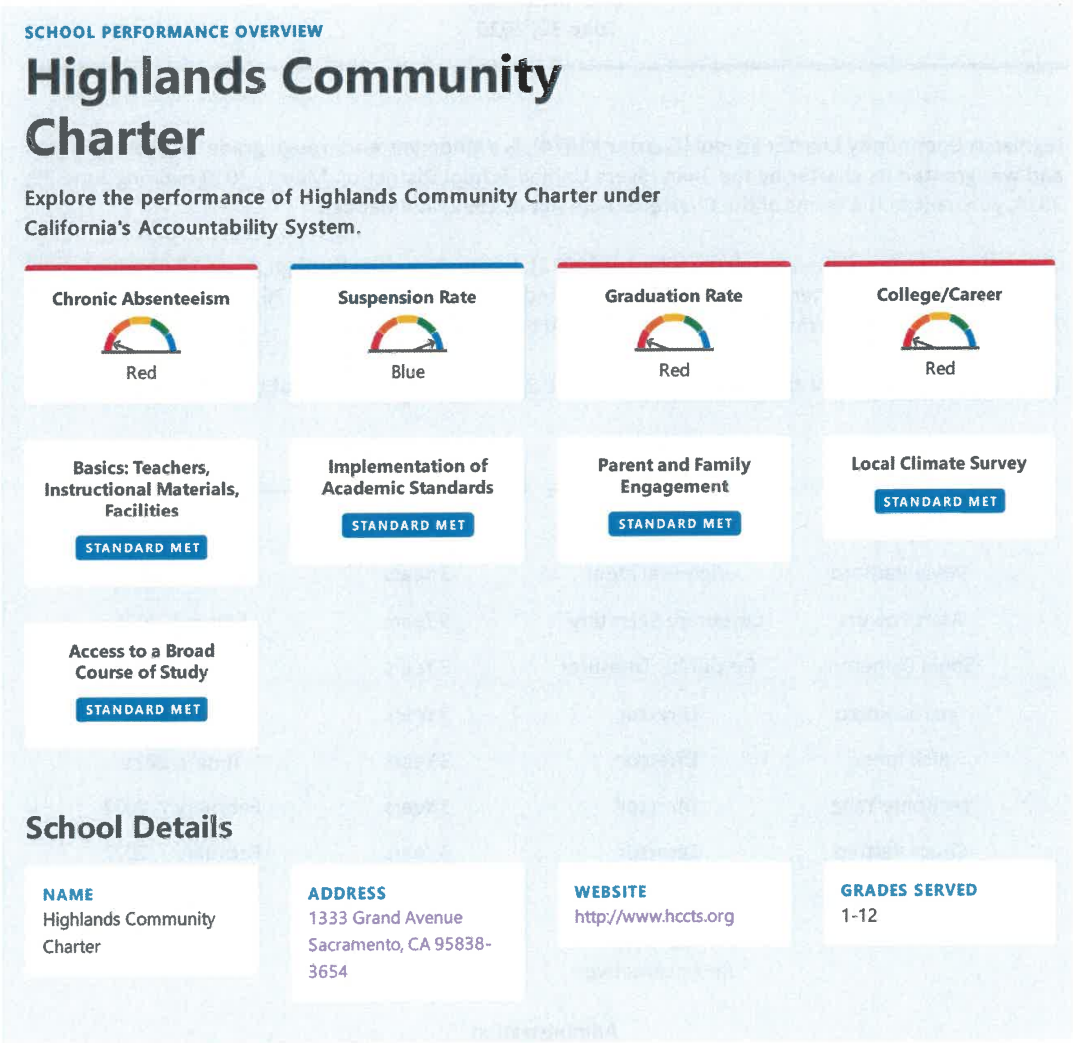
Page 78 - is the increased budget from $60,000 to $600,000 correct? If not then an additional $540,000 needs to be added to the LCAP. If it is, is it realistic? And is it above and beyond the base program since S/C funds are being used?

Demonstration of Increased or Improved Services for Unduplicated Pupils

Page 88 - The S/C Grant funds are about $1 million short from the LCFF calculation and what is in the Adopted Budget. The amount should be $5,570,738 and 35.50%.

APPENDIX E 2018-19 CALIFORNIA DASHBOARD

The complete Dashboard report is included as a component of this report. No dashboards were produced for 2019-20 due to the pandemic.



SCHOOL PERFORMANCE OVERVIEW

Highlands Community Charter

Explore the performance of Highlands Community Charter under California's Accountability System.

Chronic Absenteeism	Suspension Rate	Graduation Rate	College/Career
Red	Blue	Red	Red

Basics: Teachers, Instructional Materials, Facilities	Implementation of Academic Standards	Parent and Family Engagement	Local Climate Survey
STANDARD MET	STANDARD MET	STANDARD MET	STANDARD MET

Access to a Broad Course of Study
STANDARD MET

School Details

NAME	ADDRESS	WEBSITE	GRADES SERVED
Highlands Community Charter	1333 Grand Avenue Sacramento, CA 95838-3654	http://www.hccts.org	1-12

APPENDIX F BOARD OF DIRECTORS
FROM 2019-20 AUDIT REPORT

HIGHLANDS COMMUNITY CHARTER SCHOOL
AND CALIFORNIA INNOVATIVE CAREER ACADEMY
ORGANIZATION
June 30, 2020

Highlands Community Charter School [Charter #1674], is a kindergarten through grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on May 1, 2019 expiring June 30, 2024, pursuant to the terms of the Charter School Act of 1992, as amended.

California Innovative Career Academy [Charter #2072], is a kindergarten through grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on June 26, 2019 expiring June 30, 2024, pursuant to the terms of the Charter School Act of 1992, as amended.

The Board of Directors for the fiscal year ended June 30, 2020 was comprised of the following members:

Name	Office	Term	Term Expiration
Ernie Daniels	Corporate President	3 Years	August 10, 2020
Doyle Radford	Vice-President	3 Years	March 1, 2021
Matt Powers	Corporate Secretary	3 Years	March 1, 2021
Sonja Cameron	Corporate Treasurer	3 Years	March 7, 2022
Sharon Rocco	Director	3 Years	June 7, 2021
Rick Jones	Director	3 Years	June 7, 2021
Mellonie Yang	Director	3 Years	February 7, 2022
Chuck Pattillo	Director	3 Years	February 7, 2022
Sondra Betancourt	Local Education Agency Representative	N/A	N/A

Administration

Name	Position
Murdock Smith	Executive Director/CEO

APPENDIX G

A list of questions was used with the Charter Leadership teams to guide the Zoom meetings as we discussed 2019-20 and 2020-21 operations.

We last met in January/February 2020, and the world has turned upside down since then. We would appreciate the opportunity to hear from you how this past year has impacted you and your site team.

The following questions will help guide the conversation today and are a suggested guideline for discussion:

Describe how you have delivered services to students this past year?

How have you met other student needs – e.g., breakfast and lunches, social/emotional health, internet resources/support, technology?

Describe how you are returning students to the classroom delivery in the coming months – March through June?

What has been your greatest challenge this past year?

What has been your greatest success?

What has been the greatest challenge for your student population? Teachers' most significant challenge?

How have you measured student success?

What has student "Attendance" looked like this past year?

How have students with special needs (IEP) been addressed?

How do you plan to offer remedial support to students who have not had academic success this past year?

What are you most proud of this past year that you and your team have accomplished?

What are lessons learned? What silver lining has come from the pandemic? Are there learnings from this challenge that will change how you deliver instruction in the future?

APPENDIX G

SUMMARY OF RESOURCES

The following documents were used to compile this report:

2019-20 Audit
2019-20 End of Year Financials
2020-21 Second Interim report
2019-20 LCAP
2018-19 CA School Dashboard for Charter
2018-19 CA School Dashboard for TRUSD
2018-19 CA School Dashboard for State
CBEDS/CALPADS data
Additional data elements from CDE website
LCAP review notes from Kate Ingersoll/TRUSD
Highlands Community Charter School Report May 2020, School Business Consulting Inc.
Charter website
School Accountability Report Card
WASC letter
COVID Safety Plan

Board of Trustees

Basim Elkarra
President

Stacey Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

February 3, 2025

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

RE: TRUSD 6/3/24 Request for Information re Exclusion of 11th Grade and Credit Distribution
TRUSD Reply to HCCTS Further Response dated 12/2/24

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' (HCCTS), the Twin Rivers Unified School District (District) is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

By correspondence dated June 3, 2024, the District sent a Request for Information to HCCTS regarding the absence of 11th grade in the High School programs for both CICA and HCCTS. The letter also requested information regarding the reason for an uneven distribution of credits between 9th, 10th and 12th grades. By correspondence dated August 28, 2024, HCCTS provided the enclosed response to the District's request for information and requested actions. On October 3, 2024, the District sent a summary of findings based on the review of HCCTS' August 28 reply.

On September 30, 2024, TRUSD Project Manager Sharilyn Warta, sent an email to HCCTS Director of Assessment and Accountability, Melissa Roberson requesting evidence to support the statement included in the August 28, 2024 letter in which HCCTS asserted that they had received approval by "District Staff on October 29, 2020, to add grade 9 and 10 through a non-material revision process".

By correspondence dated December 2, 2024 (enclosed), Ms. Roberson replied to Ms. Warta's email request. The District has reviewed the response and has made the following findings:

1. **Evidence of Prior District Approval for Addition of 9th and 10th Grade**

TRUSD Findings:

- HCCTS asserts that District Administration "strongly encouraged the change to a 9-12 grade span" via email and phone but acknowledges that they do not possess any email evidence of the exchange on October 29, 2020.

- Although HCCTS stated that the 2019-20 Annual Oversight report for HCCTS provides evidence of the District's prior knowledge and approval, the report was compiled during the 2020-21 school year. District annual charter school oversight reports are drafted the following school year to ensure a complete review of the previous year's activities. The report provides further evidence of this compilation timeline by the published date of June 7, 2021, as seen on the top of page one. The District finds that the report provides no evidence that it had prior knowledge of the change in grade span before it was implemented.

- The District further finds the lack of evidence regarding the District's prior knowledge of the addition of 9th and 10th grades has no impact on the determination that the addition of 11th grade requires a material revision as clearly specified in Education Code 47605(a)(4).

Action Required

As stated in the District's correspondence dated October 3, 2024, please provide the District with updates on the progress made toward adding an 11th grade as steps are taken, with a follow-up communication no later than **March 31, 2025.**

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding this information request. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Enclosures:
District Letter dated August 5, 2024
HCCTS Response dated August 28, 2024
District Reply dated October 3, 2024
HCCTS Response dated December 2, 2024

cc: Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

Board of Trustees

Basim Elkarra
President

Stacey Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 26, 2025

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

RE: Request for Information re Exclusion of 11th Grade and Credit Distribution
TRUSD Reply to HCCTS Further Response dated 2/27/2025

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with the approved HCCS and CICA Charters, the Memorandum of Understanding between the District and HCCTS regarding each Charter School's operations and oversight, and compliance with laws applicable to charter schools.

By correspondence dated June 3, 2024, the District sent a Request for Information to HCCTS regarding the absence of 11th grade in the High School programs for both California Innovative Career Academy ("CICA") and Highlands Community Charter School ("HCCS"). By correspondence dated August 28, 2024, HCCTS provided the enclosed response to the District's request for information. On October 3, 2024, the District sent a summary of findings based on the review of HCCTS August 28 reply.

On September 30, 2024, TRUSD Project Manager Sharilyn Warta, sent an email to HCCTS Director of Assessment and Accountability, Melissa Roberson requesting evidence to support the statement included in the August 28, 2024, letter in which HCCTS asserted that they received approval by "District Staff on October 29, 2020, to add grade 9 and 10 through a non-material revision process." By correspondence dated December 2, 2024 (enclosed), Ms. Roberson replied to Ms. Warta's email request.

On February 3, 2024 the District replied to HCCTS' December 2 correspondence. Subsequently, on February 27, 2025 HCCTS representatives met with the District for a charter oversight check-in meeting.

During the February 27 meeting, you stated that HCCTS will not be submitting a request for material revision of the HCCS and CICA charters to add 11th grade at this time. Additionally, you stated that it is HCCTS' understanding that the District does not have oversight authority to require this change since 11th grade is not included in the current approved charter.

On March 17, 2025 HCCTS sent the enclosed letter stating that HCCTS is working on a "possible material revision to the HCCS and CICA charters" regarding 11th grade. Outlined below is the District's response to your communications.

District Findings:

- The District acknowledges that 11th grade is not included in the current approved HCCS and CICA charters. The District further finds that the current model, which includes 9th and 10th grades, have not been approved by the District as evidenced by the aforementioned communications.

- The District strongly urges HCCTS to submit requests to the District for material revision of the HCCS and CICA charters to add 9th, 10th, and 11th grades since both HCCS' and CICA's programs are currently inconsistent with the approved charters.

Action Required

- Within ten (**10) calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to take appropriate actions to address the concerns outlined in this communication.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding this information request. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Enclosures:
District Letter Dated August 5, 2024
HCCTS Response Dated August 28, 2024
District Reply Dated October 3, 2024
HCCTS Response Dated December 2, 2204
District Response Dated February 3, 2025
HCCTS Response Dated March 17, 2025

cc: Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 11, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Information re Exclusion of 11th Grade and Credit Distribution
TRUSD Reply to HCCTS Further Response dated 2/27/2025

Dear Ms. Carreon,

On March 26, 2025, HCCTS received a follow-up letter regarding 11th grade. YM&C, our legal counsel, has reviewed and updated the charter petitions for HCCS and CICA with requirements based on the Education Code. YM&C is working on a material revision to the charter to add grade 11.

HCCTS is reviewing the updated charters received on March 11, 2025, and will provide updates to TRUSD on the progress of this matter.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

HCCTS Grades
Below is a table showing the current grades HCCTS is serving, the grades included in the charter petitions for HCCS and CICA, and the changes we need to make in the MOU:

Charter Petition	Date	Grades Served (According to the Charter)	Grades we are serving	Changes we need to make in the MOU
CICA	June 25, 2019	9-12	9, 10, 12	Clarify grades: 9-12
HCCS (Charter Petition Renewal)	January 14, 2019	1, 2, 12	9, 10, 12	Remove grades: 1, 2 Add grades 9, 10, and 11.

Exhibit C

Violation of the Charter: Adding Locations without Material Revision Request

MEMORANDUM OF UNDERSTANDING
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
(California Innovative Career Academy Charter School)

AMENDMENT NO. 3

This AMENDMENT NO. 3 ("AMENDMENT NO. 3") to the Memorandum of Understanding ("MOU") entered into by and between the Twin Rivers Unified School District (hereinafter, "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools (hereinafter "Corporation"), a nonprofit public benefit corporation duly organized under the laws of the State of California, operating the California Innovative Career Academy (hereinafter "CICA"), a public charter school organized and existing under the laws of the State of California (hereinafter Corporation and CICA collectively referred to as "Charter School"). (District and Charter School are collectively referred to herein as, the "Parties".)

WHEREAS, the Charter petition for the establishment of the Charter School ("Charter") was first authorized by the District in 2019 for a term running through June 30, 2024;

WHEREAS, the Charter School's current Charter term runs through June 30, 2027;

WHEREAS, the Parties previously entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding the Charter School's program, operation, structure, and obligations. A copy of the MOU is attached hereto as "Exhibit A," and incorporated herein by reference; and

WHEREAS, pursuant to a prior amendment to the MOU entered into by and between the Parties, the term of the MOU runs through June 30, 2027, and

WHEREAS, the Parties desire to amend the MOU according to the terms of this AMENDMENT NO. 3.

The MOU is hereby amended as follows:

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

2. Facilities.

a. *Facilities Locations.* In addition to its main campus located at 1333 Grand Avenue, Sacramento, CA 95838, the Charter School is authorized by the District to operate at the locations identified in the Facilities Site List at Exhibit "B" to this AMENDMENT NO. 3.
If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

If the District determines that the proposed change(s) does not constitute a material revision, the Charter School may establish operations at the proposed location(s) after receiving prior written approval by the District.

If the District determines that the proposed change(s) does constitute a material revision, then the changes(s) must be approved by the District Board of Trustees before the Charter School may commence operations at the proposed location(s). Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter.

Prior to commencing operations at any new facility location, the Charter School shall obtain appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, as may be required to ensure the facilities are safe for staff and students. Charter School shall provide the District with documentation demonstrating compliance with all appropriate permits and approvals needed for occupancy and invite the District to visit the Charter School site/facility for an inspection and review prior to the time the Charter School is scheduled to establish operations at the location.

b. *Facility Safety.* Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or with the California Building Standards Code. All facilities utilized by the Charter School shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities by a certified third party to ensure that they are maintained in an operable condition at all times. The Charter School shall keep written records of these inspections on file for at least one (1) year after the date of the inspection and provide such records to the District upon request.

c. *Documentation.* The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances, as applicable, for each facility location. Such documentation shall be provided to the District upon request.

3. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1 %) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Revenue of the Charter School" for purposes of this calculation means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03. Charter School and District agree that the "supervisorial oversight" as used in Education Code section 47613 shall include the following:

   (a) Review and revision of the MOU and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Charter School and the District.

   (b) All activities related to the charter renewal and material revision, and revocation processes, including any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

   (c) Activities related to monitoring the performance and compliance of Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.

   (d) Review of the Charter School's annual independent fiscal and programmatic audit reports and related processes related to the Charter School's annual audit.

   (e) Completion of the following duties under Education Code section 47604.32:

      (1) Visiting Charter School at least annually.
      (2) Ensuring that Charter School complies with all reports required of charter schools by law.
      (3) Monitoring the fiscal condition of Charter School, including review of annual fiscal audit of the Charter School.
      (4) Providing timely notification to the California Department of Education if any of the following circumstances occur: Renewal of the Charter is granted or denied; the Charter is revoked; or, Charter School ceases operation for any reason.
      (5) Any review of teacher credentials pursuant to Education Code section 47605(l).
      (6) All costs incurred by the District for performance of the requirements specified in Education Code section 47607.3.
      (7) Participation in the dispute resolution process described in the Charter.

4. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this AMENDMENT NO. 3 subject to approval/ ratification by the Parties respective governing boards.

5. Subject to Ratification. This Agreement is subject to the approval/ratification of both the District's Board and the Charter School Board of Directors.

6. Counterparts. This AMENDMENT NO. 3 may be executed in counterparts and be as valid and binding as if all Parties signed the same copy. Signature of copies of this AMENDMENT NO. 3 transmitted by facsimile or electronic mail, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this AMENDMENT NO. 3 as of the dates shown below.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

Dated: 1/23/24

Steve Martinez, Ed.D.
Superintendent

CHARTER SCHOOL

Dated: 1/11/2024

Ernie Daniels
Corporate President, Board of Directors
Highlands Community Charter and Technical Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 16th day of January, 2020, by and between the Twin Rivers Unified School District (hereinafter "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the California Innovative Career Academy ("CICA"), a California public charter school (hereinafter Corporation and CICA collectively referred to as "the Charter School").

WHEREAS, the District' s Board of Trustees ("Board") granted the Corporation a Charter to operate CICA at a public meeting on June 25, 2019, for a term of five (5) school years commencing on July 1, 2019 and ending on June 30, 2024, pursuant to Resolution No. 777 adopted by the Board, attached hereto as "Exhibit A;" and

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding CICA's funding and programs, the District's statutorily prescribed supervisory oversight of the Charter School; and

WHEREAS, the Charter School's program, operation, structure, and obligations in operating the school are set forth in the Charter, attached hereto as "Exhibit B," and incorporated herein by reference; and

WHEREAS, the Charter School and District further desire to address any remaining uncorrected language in the Charter, as conditionally approved and required to be corrected by Resolution No. 777, as referenced in Paragraph 3 below; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agrees as follows:

1. Term. This MOU shall commence on July 1, 2019 and end on June 30, 2024, as specified in Paragraph 2, below. This MOU is subject to termination for cause, as specified in Paragraph 28, below, including revocation of the Charter as specified in Paragraph 27, below.

2. Renewal. This MOU shall be automatically renewed for an additional fiscal year commencing July 1, 2020, and on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the Board pursuant to Education Code section 47607.

3. Designation of Charter School and Non-Material Revisions to Charter. The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The

EXHIBIT "A"

CICA MOU

Non-Student Sites

	Site	Physical Address	HCCS	CICA
1.	**American River**	3600 American River Drive #280, Sacramento, CA 95864 (Administrative)	X	
2.	**Arden**	901 Arden Way, Sacramento, CA 95815 (Warehouse)	X	
3.	**Capitol Mall**	555 Capitol Mall, #1275, Sacramento, CA 95814 (Administrative)	X	
4.	**Capitol Mall**	555 Capitol Mall, #725, Sacramento, CA 95814 (Administrative)	X	
5.	**Capitol Mall**	555 Capitol Mall, #550, Sacramento, CA 95814 (Administrative)	X	
6.	**El Camino**	4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608 (Administrative)	X	
7.	**Fair Oaks 2**	6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608 (Administrative)	X	
8.	**Howe Avenue**	1111 Howe Avenue, #115, Sacramento, CA 95825 (Administrative)	X	
9.	**Howe Avenue**	1111 Howe Avenue, #630, Sacramento, CA 95825 (Administrative)		X
10.	**Raley Blvd**	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse)	X	
11.	**San Diego**	406 9th Avenue, Suite 310, San Diego, CA 92101 (Administrative)	X	

26.	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X	
27.	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	X
28.	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X	
29.	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	X
30.	Industrial	8180 Industrial Pkwy, Sacramento, CA 95824	X	X
31.	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X
32.	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X
33.	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X
34.	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X	
35.	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X	
36.	Maple	3301 37th Avenue, Sacramento, CA 95824	X	
37.	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X
38.	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X
39.	Marysville	715 C Street, Marysville, CA 95901	X	X
40.	Marysville 2	1431 C St, Marysville, CA 95901	X	
41.	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X	
42.	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X	
43.	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X	
44.	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	X
45.	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X	
46.	O Street	1326 O Street, Sacramento, CA 95814	X	X
47.	Oak Park	2520 33rd St, Sacramento, CA 95817	X	
48.	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X	
49.	Oxnard	328 West Third Street, Oxnard, CA 93030	X	
50.	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X	
51.	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	X	X
52.	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X	
53.	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	X	
54.	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X	
55.	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X	
56.	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X
57.	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X	

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Student Occupied Sites

	Site	Physical Address	HCCS	CICA
1.	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X	
2.	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	X
3.	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X	
4.	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	X	
5.	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X	
6.	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X	
7.	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	
8.	Auburn	4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841	X	X
9.	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X
10.	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	X	X
11.	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X	
12.	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X	
13.	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X	
14.	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X
15.	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	X	
16.	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X	
17.	Fair Oaks	2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center/Salon)	X	
18.	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	X	X
19.	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X	
20.	Folsom 2	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	X	
21.	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	
22.	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X	
23.	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X
24.	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X	
25.	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X	

EXHIBIT "B"

CICA FACILITIES SITE LIST

By: _____
Bill McGuire
Deputy Superintendent, Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____
Ernie Daniels
Corporate President, Board of Directors

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section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics in the operation of the Charter School.

36. Assignment. Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

37. No Waiver. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

38. Survival. All representations, warranties and indemnities made herein shall survive termination of this MOU.

39. Notices. All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or on the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

To the Charter School:

Board President
Highlands Community Charter School
1333 Grand Avenue #B
P.O. Box 38924
Sacramento, CA 95838
Facsimile: (916) 471-0552

To the District:

Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, CA 95652
Facsimile: (916) 566-3586

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

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intent to terminate services. Any failure by the Charter School to pay an amount due under this MOU, or other material violation of the terms of this MOU by the Charter School, may constitute grounds for revocation of the Charter in accordance with the provisions of the Charter and the Charter Schools Act, and any such termination or revocation shall be consistent with such provisions, including with respect to notice and an opportunity to cure. In the event of revocation of the Charter, this MOU shall be deemed null and void.

29. Annual Review and Notice To District Of Change In Status. The Charter School shall participate in an annual review conducted by the District, if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties shall act reasonably and in good faith in both the review and the response to the review.

The Charter School shall provide the District no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of the Charter School, and which falls within the District's oversight responsibilities.

The Charter School shall provide all services not expressly indicated herein to be provided by the District. Nothing herein shall preclude the parties from negotiating or amending this MOU to include additional services not contemplated by this MOU.

30. Independent Contractor Status. The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

31. Construction and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of California.

32. Entire MOU. This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

33. Amendments. This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative with a specific reference to the Charter, and to this MOU which it alters, amends or modifies.

34. Invalidity of Provisions of This MOU. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

35. Nondiscrimination. The Charter School covenants and agrees that they shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220, including, but not limited to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in

Charter School. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors, involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement.

In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall act in good faith to settle the dispute, claim, question, or disagreement in accordance with the dispute resolution process prescribed above.

27. Revocation and Closure Protocol. The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 26, above, shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its belief and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the "Entity" identified in the Charter responsible for implementing the Charter's closure protocol shall be experienced in dissolution and closure of public educational programs, and the Entity shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Charter School's Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining assets.

Notwithstanding any rule, regulation, Charter provision, Corporation Bylaw or document to the contrary, on closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, and all ADA apportionments and other revenues generated by students attending the Charter School, after payment of all debts and liabilities and refunds to applicable agencies, shall revert to the Charter School. Any assets acquired from the District or District property will be promptly returned upon the Charter School's closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or State and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

28. Termination for Cause. The District may terminate any services provided pursuant to this MOU upon failure of the Charter School to pay any amount due under this MOU within sixty (60) days after receipt by Charter School of a District demand for payment and notice of

Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School will provide the District with documentation of the teacher/student ratio for the Charter School.

23. Assessments and State Testing. The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop and maintain a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and District curricular competencies required by law.

The Charter School shall annually notify the District in writing at least thirty (30) calendar days in advance of the date and location of State testing, and the total number of State tests to be administered to Charter School pupils. The Charter School shall provide the District with individual pupil and school-wide State test results. The Charter School shall institute measures to ensure the security of all testing materials.

24. Financial Statements and Records. Upon request, the Charter School shall promptly respond to all District requests for documentation, including any financial records, pursuant to Education Code section 47604.3.

25. Compliance With Other External Source Funding Requirements. The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

26. Dispute Resolution Procedure. In the event of any dispute between the Charter School and the District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement which will be simultaneously submitted to the District Superintendent or designee and the Charter School's Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally shared between the District and the

annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU. The Charter School shall utilize the services of an auditor who will have, at a minimum, a CPA and experience with school and educational institution accounting requirements and practices, and shall be approved by the State Controller on its published list as an educational audit provider.

For reports (a), (c), (d), and (e), above, the Charter School shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

The Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District, in accordance with Education Code section 47604.3. The Charter School agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

21. District Reports. The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

22. Attendance Reporting, School Calendar, and Other Data. The Charter School shall provide the District with a copy of the Charter School's annual attendance calendar no later than July 1, 2019, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to District approval, the Charter School will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School will timely report ADA figures to the District as necessary to enable the school to receive funding. The Charter School will provide the District with a monthly enrollment report no later than the 15th calendar day of the following attendance month. The Charter School will provide all data and reports required by the District in hard copy and electronic data files. The Charter School will submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California

Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

17. Mandated Costs. The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU. The District shall not charge the Charter School for any cost for which the District may claim a mandated cost.

18. Additional Funding Sources. The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. The Charter School shall hold harmless the District for any repayment of any grants and/or additional funding.

19. Grants. The Charter School and the District will cooperate to identify and apply for grants that meet the mutual goals of the District and the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District. The District and the Charter School shall be free to engage in other financial transactions such as loans of money and or property back and forth between the two parties, subject to approval by the District Superintendent.

20. Charter School Budget, Report, and Audits. The Charter School shall prepare and submit to the District the following financial information regarding the Charter School:

a. On or before July 1 of each year, a preliminary budget.

b. On or before July 1 of each year, an annual update (LCAP) required pursuant to Education Code Section 47606.5.

c. On or before December 15 of each year, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.

d. On or before March 15 of each year, a second interim financial report for the current fiscal year reflecting changes through January 31.

e. On or before September 15 of each year, a final unaudited report for the full prior year. The report submitted to the Charter School shall include an

12. Insurance Coverage. The Charter School shall be responsible for obtaining and maintaining all insurance coverage as stated in the Charter. The District will be named an additional insured on the general liability insurance of the Charter School.

13. Special Education Services. The Charter School shall be solely responsible for serving the Charter School's special needs students as stated in the Charter.

14. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed five percent (5%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School.

15. Direct Funding. The Charter School elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the " California Innovative Career Academy" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code section 47635. The School recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the " California Innovative Career Academy," and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed upon by the parties.

16. Payment Schedule. The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the

mark and identify, and maintain a written inventory of all such District and Charter School equipment and materials prior to commencing operations in the 2019-20 school year. The written inventory shall be updated and provided to the District annually. The Charter School shall account for all assets obtained in its financial reports.

8. Administrative Services. The Charter School shall conduct or procure all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

9. Pupil Records. The Charter School shall at all times maintain Charter School pupil records in accordance with any pupil record system utilized by the District, or as agreed upon by the District (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within the District. Notwithstanding Education Code section 47610, the Charter School shall voluntarily agree to comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its Charter, and this MOU.

10. Fingerprint and Criminal Record Summary Services. The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees prior to employment. The Charter School shall comply with the applicable State and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School in accordance with Education Code sections 35021 *et seq.* and 45125.1. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by the law, pursuant to Education Code Sections 44830.1 and 45122.1. The Charter School shall notify the District in writing of its compliance with this paragraph. The Charter School shall make Charter School employee and volunteer fingerprint verification information available to the District upon request.

11. Indemnity. Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School' s operations, failure to comply with District child find policies or have its staff trained in such child find policies to identify special needs students, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: "California Innovative Career Academy." The Charter School and District further agree that upon execution of this MOU, the uncorrected language in the Charter as listed in "Exhibit C," attached hereto and incorporated herein by reference, is deemed corrected as stated therein as a non-material revision to the Charter.

4. Charter School Authority. The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with the District or any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease , or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Charter School Governance. The Charter School will be governed by the Corporation's Board of Directors pursuant to the Charter and its Bylaws. The Charter School's Executive Director shall meet with the District's Superintendent or designee on a quarterly basis during the school year at a time to be scheduled by the District. The meeting may include, but shall not be limited to, a review of the Charter School's financial standing, enrollment trends, educational programs, API, use of District facilities, etc.

Notwithstanding any rule, regulation, Charter provision, or Corporation Bylaw to the contrary, the Corporation, its Board of Directors, and the Charter School shall at all times and in all respects, comply with the Ralph M. Brown Act, the Public Records Act, and all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 *et seq.* and the Political Reform Act (Gov. Code § 81000 *et seq.).*

6. Facility. The Charter School may use space at a District facility located at 1333 Grand Avenue, Sacramento, CA 95838 (hereinafter the "Facility" or "Site") pursuant to terms and conditions set forth in a Facility Use Agreement. The Charter School shall comply with all State and federal laws regarding the use of the Site as school facilities.

7. Equipment and Materials. The Charter School may use District equipment and materials currently located at the Site pursuant to terms and conditions set forth in the Facility Use Agreement. The Charter School shall be solely responsible for purchasing any other equipment and materials necessary to operate its educational programs. The Charter School shall be solely responsible for maintaining all such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall

Board of Trustees

Michelle Rivas
President

Michael Baker
Vice President

Christine Jefferson
Clerk

Stacey E. Bastian
Member

Basim Elkarra
Member

Linda Fowler, J.D.
Member

Rebecca Sandoval
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day.

June 13, 2024

Via Email
Highlands Community Charter School
Attn: Mayra Valdivia, Acting Executive Director
1333 Grand Ave.
Sacramento, CA 95838
mayra.valdivia@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Notice of Concern - Facility/Location Changes and MOU Compliance

Dear. Ms. Valdivia and Board Members:

As the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA"), operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCS and CICA in compliance with its approved Charter, the Memorandum of Understanding ("MOU") regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

On June 4, 2024 Natasha Lutsik, Director of Executive Services, HCCTS called and spoke with Sharilyn Warta, Project Manager, TRUSD regarding the lease expiration of both HCCS McClellan sites located at 3144 Palm St, Building 826, McClellan Park, CA 95652 and 5411 Luce Ave., Unit 242, McClellan Park, CA 95652. Ms. Warta followed-up with Ms. Valdivia and Ms. Lutsik on June 5, 2024 via email and requested an update on the plans and mentioned the likelihood of the need for a Material Revision approval regarding establishment of the new facility.

Ms. Valdivia replied to Ms. Warta's email and confirmed HCCTS' closure of both McClellan sites that have been serving HCCS students and the planned addition of a new facility at 3237 Peacekeeper Way, McClellan Park, CA 95652, commencing with the 2024-25 school year. In Ms. Valdivia's email, she also included a list of three additional HCCS sites that will close on June 30, 2024, as well as two sites that already closed on April 30, 2024, without any notice to the District (see below):

Closing June 30, 2024:
- 701 12th Street, Suite 203, Sacramento, CA 95814
- 6270 Elder Creek Road, Sacramento, CA 95824
- 5750 Sunrise Blvd., Suite 100, Citrus Heights, CA 95610

Closed on April 30, 2024:
- 2325 E. 12th Street, Oakland, CA 94601
- 8480 Edes Avenue, Oakland, CA 94621

Additionally, on June 11, 2024 TRUSD discovered multiple discrepancies between the current HCCS MOU Amendment No. 3 site list and the HCCTS site and resource centers listed on the HCCTS June 6, 2024 Board agenda (see enclosed). The HCCTS School Sites and Resource Centers list from the HCCTS Board agenda did not include the following sites:

- American River (Administrative), 3600 American River Drive, #280, Sacramento, CA 95864
- Arden (Warehouse), 901 Arden Way, Sacramento, CA 95815
- Marysville 2, 5961 Franklin Blvd, Sacramento, CA 95901
- Rosemont (Saint John's), 8401 Jackson Road, Sacramento CA 94806
- South Lake Tahoe, 1041 Lyons Avenue, South Lake Tahoe, CA 96150

The School Sites and Resource Centers list from the Board agenda also had two additional locations/suites of which the District is unaware:

- Hillsdale, 5655 Hillsdale Blvd, Suite 16, Sacramento, CA 95842 ("Hillsdale")
- Howe Avenue, 1111 Howe Avenue, Suite 630, Sacramento CA 95842 ("Howe Avenue")

Regarding the opening of new sites, the District refers you to the parties' enclosed MOU Amendment No. 3, which outline HCCTS' responsibility applicable to both HCCS and CICA regarding the establishment of operations at additional sites or moving existing locations. Specifically, each MOU Amendment No. 3 provides:

"*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval*."

Upon receipt of a written request, "*the District shall determine whether the proposed change(s) constitutes a material revision requiring District Board approval*." We note and highlight for your attention that the MOU Amendments expressly state, "*Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter*."

To date we have not received a request to establish a new location at 3237 Peacekeeper Way, McClellan Park in accordance with the MOU Amendment requirements referenced above. Should a request be submitted and it be determined that the establishment of this proposed new location requires a material revision of the HCCS Charter, the District is prepared to collaborate with HCCTS in an effort to get the material revision before the TRUSD Board of Trustees for action as soon as practical.

There is also concern HCCTS has established operations at the Hillsdale and Howe Avenue locations referenced above without complying with the terms of the MOU Amendment.

Action Needed:

- Comply with the terms of the MOU Amendment No. 3 (both HCCS and CICA) regarding establishment of operations at any new locations or moving existing locations, including the proposed new location at 3237 Peacekeeper Way.

- Respond to the District's concern regarding the establishment of operations at the Hillsdale and Howe Avenue locations without complying with the terms of the MOU Amendment No. 3.

The District requests that HCCTS respond to the above concerns by no later than **5:00 PM on July 11, 2024**. Your responses should be directed to the District for my attention.

<u>Location Closures.</u>

To effectively conduct the oversight duties as outlined in the Education Code, and to establish clear expectations for HCCTS, the District will be preparing an addendum to the current MOU Amendment No. 3 for HCCS and CICA to include the District's expectations regarding notification of site closures. Both addenda will outline the following expectations:

- HCCTS should notify TRUSD when it intends to close a location at the end of a school/fiscal year or otherwise. This should be done sufficiently in advance of the intended closure and before closure action is taken. (The District requests at least 30 calendar days prior notice)

- As part of this communication to the District, HCCTS should indicate why it is closing the location and describe where (what other HCCS location) students enrolled at the site to be closed will now be housed/enrolled, and include information about how students will be accommodated at that existing site(s).

- Provide Board agenda/minutes indicating the closure(s) were approved by the HCCTS Board.

While we understand that HCCTS does not necessarily need to obtain the District's approval when closing a location, advanced notification is an expectation. Receipt of the above-mentioned information is important for the District's oversight function to monitor each charter school's ability to continue to successfully implement its educational programs and whether each charter school is implementing the educational program and meeting student needs as described in their respective charters.

Until we are able to get an MOU Addendum in place, the District requests that HCCTS begin notifying the District immediately of any anticipated facility closures in the manner outlined above.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures: HCCS MOU Amendment No. 3
CICA MOU Amendment No. 3
June 6, 2024 HCCTS Board Agenda

cc: Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net, Steve Martinez, Superintendent, TRUSD steve.martinez@trusd.net, Susan Park, Director, California Department of Education, s.park@cde.ca.gov, David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net, Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org
Twin Rivers Unified Board of Trustees:
Michelle Rivas, President, Michelle.Rivas@trusd.net; Michael Baker, Vice President, Michael.Baker@trusd.net; Christine Jefferson, Clerk, Christine.Jefferson@trusd.net; Stacey Bastian, Member, Stacey.Bastian@trusd.net; Basim Elkarra, Member, Basim.Elkarra@trusd.net; Rebecca Sandoval, Member, Rebecca.Sandoval@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

June 28, 2024

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Dr. Steven Martinez, TRUSD Superintendent:

Subject: Notice of Concern: Opening and Closing Sites

We have prepared the following report in response to the notice of concern regarding the Highlands facilities and sites that were recently opened and closed. It also addresses questions and concerns about our MOUs between TRUSD with Highlands and CICA.

If you have any additional questions or concerns, please do not hesitate to contact me at 916-969-7537 or via email at mayra.valdivia@hccts.org.

Thank you,

Mayra Valdivia
Acting Executive Director
Highlands Community Charter and Technical Schools

Peacekeeper Way

As per the new MOU between TRUSD and Highlands, on June 4, 2024, Natasha Lutsik contacted Shari Warta to notify TRUSD regarding opening a new site. Shari Warta emailed on June 5, 2024, and requested that Highlands notify TRUSD of the potential new site (located at 3237 Peacekeeper Way) in writing via email. Please see the email correspondence below:

From: "Sharilyn.Warta" <Sharilyn.Warta@trusd.net>
Date: June 5, 2024 at 13:45:35 PDT
To: Mayra Valdivia <mayra.valdivia@hccts.org>
Cc: Natasha Lutsik <natasha.lutsik@hccts.org>, "Ryan.DiGiulio" <Ryan.DiGiulio@trusd.net>
Subject: Follow-Up to Phone Conversation

Good Afternoon,

I hope you are doing well and able to stay cool in this hot weather. This email is a follow-up to a conversation I had with Natasha yesterday afternoon. During the phone conversation Natasha informed me that HCCTS will be closing the current "McClellan facility" and securing a new building on the same street. We appreciate this prior notice. I had requested the notification in writing via email, but I figured I'd follow up since we do understand that this is an extremely busy season.

Please email the details of the facility closing and the new building address. Also, please note that new facilities do require a Material Revision. A new address, even with a close location to current facilities does constitute a new facility. We are happy to work with you to identify feasible timelines and construct a plan for the Material Revision.

Natasha also mentioned that there are plans to close other facilities. Please include those details in the email as well.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652

From: Mayra Valdivia <mayra.valdivia@hccts.org>
Date: June 5, 2024 at 19:39:14 PDT
To: "Sharilyn.Warta" <Sharilyn.Warta@trusd.net>
Cc: Natasha Lutsik <natasha.lutsik@hccts.org>, "Ryan.DiGiulio" <Ryan.DiGiulio@trusd.net>
Subject: Re: Follow-Up to Phone Conversation

Hi Shari,

Thank you so much for following up. Please see below for details:

- Our leases for **3144 Palm Street, Building 826, McClellan Park, CA 95652** and **5411 Luce Avenue, Unit 242, McClellan Park, CA 95652** expire on June 30, 2024 and there is no option for extension. After careful consideration and an extensive search, we have found a suitable new location nearby at **3237 Peacekeeper Way, McClellan Park, CA 95652** to relocate our classrooms.

The purpose of the phone call from Highlands to TRUSD on June 4, 2024 and email on June 5, 2024 was to ensure clear communication in accordance with

our updated MOU and ensure the appropriate steps were taken. At that time we hoped to receive any feedback necessary from TRUSD to properly address any additional steps needed to comply with the MOU.

Site Discrepancies

According to the TRUSD Notice of Concern dated June 13, 2024, TRUSD discovered multiple discrepancies between the current HCCS MOU Amendment No. 3 site list and the HCCTS site and resource centers listed on the HCCTS June 6, 2024 Board agenda (see enclosed). Listing resource centers on the Board agenda is so the public can join a live Zoom session to participate in our public board meetings. Each of our school sites and resource centers is also technically a teleconference location as provided by the following language in Education Code 47604.1(c)(3) and (4):

(3) (A) For a governing body of an entity managing one or more charter schools located within the same county, the governing body of the entity managing a charter school shall meet within the physical boundaries of the county in which that charter school or schools are located.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(4) (A) For a governing body of an entity that manages two or more charter schools that are not located in the same county, the governing body of the entity managing the charter schools shall meet within the physical boundaries of the county in which the greatest number of pupils enrolled in those charter schools managed by that entity reside.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(C) The governing body of the entity managing the charter schools shall audio record, video record, or both, all the governing board meetings and post the recordings on each charter school's internet website.

The HCCTS School Sites and Resource Centers listed from the HCCTS Board agenda did not include the following sites:

Site #	Name & Address
1	American River (Administrative) 3600 American River Drive, #280, Sacramento, CA 95864
2	Arden (Warehouse) 901 Arden Way, Sacramento, CA 95815
3	Marysville 2 (Baseball Field) - CTE Not yet open to students 5961 Franklin Blvd, Sacramento, CA 95901
4	Rosemont (Saint John's Women's Shelter) 8401 Jackson Road, Sacramento, CA 94806
5	South Lake Tahoe - Not yet open to students 1041 Lyons Avenue, South Lake Tahoe, CA 96150

The five sites listed above are *not* included in the board packet as resource centers because these sites are *not* open or currently not open to the public. The above locations are as follows:

1. Administrative offices for Highlands employees only
2. Warehouse space for Highlands employees only
3. A baseball field for a CTE program for Field Maintenance opening in 24-25
4. St. John's is a women's shelter that provides refuge for our students who are victims of domestic violence
5. This location has not yet opened (as indicated in the site tracker)

According to the notice of concern sent to Highlands Community Charter School on June 13, 2024, Hillsdale and Howe Avenue locations were not established within the parameters of our MOU. According to our records, these sites were included in the Highlands site Tracker provided to TRUSD on December 29, 2023. Please see the table below, which has been captured from the Highlands Site Tracking document. Both Hillsdale and Howe added an additional room or suite at well-established sites within Highlands, which does not constitute a material revision to the charter.

Agency	Charter School	Site	Grades	Physical Address	Site Contact Person	Site Contact #	Hours of Operation
HCCTS	HCCS	Hillsdale	9, 10, 12	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	Iryna Yanytska	916-908-9997	8:30 AM - 3:43 PM 8:30 AM - 2:05 PM (Thurs.)
HCCTS	HCCS CICA	Hillsdale	9, 10, 12	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	Bri Larson	916-365-3258	8:30 AM - 4:30 PM
HCCTS	HCCS	Howe Avenue	n/a	1111 Howe Avenue, #115, Sacramento, CA 95825	Katie Rotaru	916-599-3973	8:00 AM - 4:30 PM
HCCTS	HCCS	Howe Avenue	9, 10, 12	1111 Howe Avenue, #655, Sacramento, CA 95825	Khrystsina Talstyka	916-598-3694	8:30 AM-3:43 PM 3:00 PM- 8:00 PM
HCCTS	CICA	Howe Avenue	n/a	1111 Howe Avenue, #630, Sacramento, CA 95825	Bri Larson	916-365-3258	8:30 AM - 4:30 PM

You will also find the TRUSD board minutes and an attachment showing the TRUSD board approval for both Hillsdale and Howe Avenue locations attached.

2024-2025 School Year

Highlands Community Charter School will continue to comply with the MOU and provide TRUSD with a 30-day written notice regarding potential new sites and site closures, explaining why the site is closing and where the students will be redirected.

Regular and Virtual School Board Meeting
01/23/2024 - 05:30 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

MEETING MINUTES

SCAN ME

Scan the above QR code with your phone to view this meeting agenda on your phone.

Virtual/Livestream Participation:

Our school board meetings will be livestreamed on the Twin Rivers YouTube channel the day of the board meeting. The video will be launched live five minutes prior to the meeting. The public will be able to provide live comments in a virtual format. Please see Instructions for Leaving Public Comment for directions to pre-register to make a live stream comment. Comments must be submitted by 4:30 P.M. Your comments will be considered at the appropriate time on the agenda.

In-Person Participation:

Members of the public may attend in-person and provide public comment by submitting a green public comment card by 6:30 P.M.

Please Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 566-1745 at least 24 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]

The board meeting agenda and supporting documents are available for review on the Twin Rivers Unified School District GAMUT Meetings website. An audio recording of board meetings may be made. Noted on the agenda are approximate times. The Board may adjust the time or sequence of agenda items during the meeting. Regular board meetings shall be adjourned by 10:30 P.M. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date (Board Bylaw 9323). Presentations will not be accepted from members of the public at board meetings without prior approval by the Superintendent or Board of Trustees.

Interpreter Services are available in Spanish and Hmong at Board meetings upon request.

Attendees

Voting Members
Michelle Rivas, Board President
Michael Baker, Vice President
Christine Jefferson, Clerk
Stacey Bastian, Board Member
Basim Elkarra, Board Member

Linda Fowler J.D., Board Member
Rebecca Sandoval, Board Member

Administration Present: Steve Martinez, Ed.D., Superintendent; Gina Carreon, J.D., Chief Business Official; Ryan DiGiulio, Chief Business Official; Lori Grace, Ed.D., Associate Superintendent, School Leadership

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A. 5:30 P.M. CALL TO ORDER by the President

President Michelle Rivas called the regular and virtual meeting to order at 5:30 p.m., in the Board Room/Zoom.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Board Clerk Christine Jefferson announced closed session items listed on the agenda as follows:

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] Multiple Cases – Possible Action

a. APPROVE Resolution No. 1297 - Resolution of Intent to Dismiss and Immediate Unpaid Suspension

b. APPROVE Resolution No. 1298 - Resolution of Intent to Dismiss and Immediate Unpaid Suspension

3. Conference with Legal Counsel – Anticipated Litigation – Initiation of litigation pursuant to Gov. Code section 54956.9(d)(2): two cases

4. Conference with Real Property Negotiators APN# 201-0320-018 and 019 (Government Code Section 54956.8)

5. Student Expulsion Case #A16-24, #A17-24, #A18-24, #A19-24, #A20-24, #A21-24, #A22-24, #A23-24; Student Expulsion Readmission Cases #A26-22, #A31-23, #A56-23, #A65-23, #A66-23. (Education Code Sections 35146 & 48918).

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

President Rivas provided an opportunity for speakers to address the Board under this agenda item prior to the Closed Session, and Trustee Jefferson announced that no public comments were submitted to address the Board.

D. CLOSED SESSION

President Rivas recessed the open session at 5:30 p.m., at which time the Board convened in the Closed Session.

E. 6:30 P.M. RECONVENE

President Rivas reconvened the Open Session at 6:36 p.m.

1. Introduction of Interpreters

The following interpreters introduced themselves: Laura Orozco, Spanish Interpreter; Annie Tch-Thao, Hmong Interpreter.

2. Report Action Taken During Closed Session

Trustee Christine Jefferson reported on the following actions under Closed Session B.2.a and B.2.b:

Action 1 - B.2.a.: Tonight in Closed Session the Board approved Resolution 1297 Intent to Dismiss and Immediate Unpaid Suspension. The vote in this matter was as follows: Ayes - 7, Noes - 0, Absent - 0, Abstain - 0.

Action 2 - B.2.b.: Tonight in Closed Session the Board approved Resolution 1298 Intent to Dismiss and Immediate Unpaid Suspension. The vote in this matter was as follows: Ayes - 6, Noes - 0, Absent - 0, Abstain - 1.

3. Board Action by Separate Vote – Student Expulsion Cases #A16-24, #A17-24, #A18-24, #A19-24, #A20-24, #A21-24, #A22-24, #A23-24; Student Expulsion Readmission Cases #A26-22, #A31-23, #A56-23, #A65-23, #A66-23.

A motion was made to approve Student Expulsion Case #A16-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Abstain
Rebecca Sandoval - Yes

Motion passed my majority vote: 6 - Yes, 0 - No, 1 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A17-24

Motion made by: Michael Baker
Motion seconded by: Michelle Rivas
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A18-24

Motion made by: Michael Baker

Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A19-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A20-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A21-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A22-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A23-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A26-22

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A31-23

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes

Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A56-23

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A65-23

Motion made by: Michael Baker
Motion seconded by: Basim Elkarra
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A66-23

Motion made by: Basim Elkarra
Motion seconded by: Michael Baker
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

4. Pledge of Allegiance Led by Trustee Michael Baker

Vice President Michael Baker led the Pledge of Allegiance

F. REPORTS

Board of Trustees

Basim Elkarra
President

Stacey Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

August 5, 2024

Via Email

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

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Notice of Concern – Facility/Location Changes and MOU Compliance
TRUSD Requests regarding HCCTS' Response Dated June 28, 2024

Dear Mr. McGuire and Board Members:

By correspondence dated June 13, 2024, the Twin Rivers Unified School District (District or TRUSD) sent the above-referenced Notice of Concern to Highlands Community Charter and Technical Schools (HCCTS), identifying several concerns related to the operations of HCCTS, which included advanced notification before closing or opening sites and an discrepancy between the current list of sites as outlined in the MOU Amendment No. 3 for both Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA).

The District specifically requested the following actions be taken:

- Comply with the terms of the MOU Amendment No. 3 (both HCCS and CICA) regarding establishment of operations at any new locations or moving existing locations, including the proposed new location at 3237 Peacekeeper Way.
- Respond to the District's concern regarding the establishment of operations at the Hillsdale and Howe Avenue locations without complying with the terms of the MOU Amendment No. 3.

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

The District's communication also outlined a concern regarding discrepancies between the MOU Amendment No. 3 site list and those listed on the HCCTS June 6, 2024, Board agenda. Additionally, the District communicated that an addendum to the current MOU Amendment No. 3 would be drafted to include the following expectations and requested that HCCTS begin notifying the District of any anticipated facility closures in the manner outlined below:

- HCCTS should notify TRUSD when it intends to close a location at the end of a school/fiscal year or otherwise. This should be done sufficiently in advance of the intended closure and before closure action is taken. (The District requests at least 30 calendar days prior notice.)
- As part of this communication to the District, HCCTS should indicate why it is closing the location and describe where (what other HCCS location) students enrolled at the site to be closed will now be housed/enrolled, and include information about how students will be accommodated at that existing site(s).
- Provide Board agenda/minutes indicating the closure(s) were approved by the HCCTS Board.

By correspondence dated June 28, 2024, HCCTS responded to our above-referenced Notice of Concern with the attached correspondence and information enclosed. Based on our review of the response and information provided, we request the following additional information/explanation be provided:

1. **Compliance with terms of the MOU**

   TRUSD Findings/Information Requests – Action Needed:

   - Although HCCTS' response indicated that the purpose of the communications on June 4, 2024, and June 5, 2024, was to comply with the terms of the current MOU, to date the District has not received a request to establish a new location at 3237 Peacekeeper Way, McClellan Park as required by the MOU Amendment No. 3 for CICA and HCCS.
   - As per the MOU Amendments for both HCCS and CICA, HCCTS needs to provide written request which includes relevant background information including lease agreements, budgetary documentation and a description of the operations to be established at the location.

2. **Hillsdale and Howe Avenue Locations**

   TRUSD Findings/Information Requests – Action Needed:

   - HCCTS indicated that they believe the addition of a suite at an approved location does not constitute a material revision to the charter. While the addition of a suite at a currently approved location may not constitute a material revision, the District reiterates the need for HCCTS to comply with the current MOU Amendment No. 3 and notify TRUSD, in writing of any proposed changes so the District is able to determine whether the proposed changes constitute a material revision. This advanced communication is absolutely necessary for the District to effetely conduct the oversight duties as outlined in the Education Code.

3. **Site List Discrepancies**

   TRUSD Findings:

   - HCCTS' reply sufficiently answers the District's concern regarding the discrepancies on the site lists. No further action on this item is requested at this time.

4. **Advanced Notification Before Site Closures**

   TRUSD Findings

   - HCCTS indicated that they will provide a 30-day written notice regarding "potential new sites and site closures". The District appreciates HCCTS willingness to implement this process which we anticipate memorializing in a further amendment to the HCCS and CICA MOUs. However, the District notes that HCCTS did not provide advanced notification before closing the sites listed below:
     - 2325 E. 12th Street, Oakland, CA 94601
     - 8484 Edes Avenue, Oakland, CA 94621

The District requests that HCCTS respond to the items listed above by no later than 5:00 PM on **September 3, 2024**. Your response should be directed to the District for my attention.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District

Enclosure: HCCTS Response dated June 28, 2024

cc: Susan Park, Director, California Department of Education, spark@cde.ca.gov, David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net, Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org

Twin Rivers Unified Board of Trustees:
Basim Elkarra, President, Basim.Elkarra@trusd.net; Stacey Bastian, Vice President, Stacey.Bastian@trusd.net; Christine Jefferson, Clerk, Christine.Jefferson@trusd.net; Michael Baker, Member, Michael.Baker@trusd.net; Sharon Reichelt, Member, Sharon.Reichelt@trusd.net; Rebecca Sandoval, Member, Rebecca.Sandoval@trusd.net; Sascha Vogt, Member, Sascha.Vogt@trusd.net

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

1. Student Board Members

Leah Nelson provided updates regarding Grant Union High School. She reported on the various celebrations that took place before the winter recess. Firstly, the school's Hmong Club hosted a celebration of Hmong New Year which included performances and cultural dances. During the Week of Thanks, students presented Thank You-Grams to teachers and other school staff. The Si Se Puede Club hosted the Posada Celebration. Miss Nelson shared that she enjoyed all the celebrations and the new experiences they brought. In addition to these celebrations, students at Grant also celebrated Winter Spirit Week, which Miss Nelson also enjoyed. In January, Grant hosted the MLK celebration, which began with a march in honor of Dr. Martin Luther King Jr. where the Del Paso Heights community and other community members participated. Miss Nelson mentioned that Grant is preparing for middle school student visits, during which they will showcase the Pacer core values, school spirit, and the campus overall. She also announced the upcoming Valentine's-Grams for February to show appreciation to staff and other students. In terms of upcoming events, Miss Nelson mentioned the basketball celebrations that will take place as the playoff season begins. Grant will also host an assembly to recognize student achievement during the first semester. Miss Nelson also mentioned the financial literacy project she has been a part of and announced that Golden Once Credit Union will be presenting a check to the ASB team to help promote attendance, academic success, and student activities on campus. She extended an invitation to the Board and Superintendent to attend the presentation.

2. Board President

No report.

3. Superintendent

Superintendent Dr. Steve Martinez thanked Miss Nelson for her excellent report and welcomed everyone to the meeting. He shared that over the past weekend, Kindergarten Roundups had been conducted at three schools to help parents of incoming kindergartners with enrollment and provide information regarding the TK and Kindergarten programs and that similar events will continue throughout the spring. Dr. Martinez also expressed his gratitude to the Twin Rivers Police Department for their support during the MLK parade that started at Grant HS and announced that the MLK Committee presented a plaque to Twin Rivers USD for the work being done in the Del Paso Heights community. Trustee Jefferson accepted the award during the MLK celebration in January. The committee recognized the District for the work being done in the community at schools and with students during school and beyond the school day, including co-curricular activities such as sports, arts, and other activities. Dr. Martinez announced that the graduation rate for Twin Rivers was officially at 91.4% and stated that Grant HS's graduation rate was above 90%, he congratulated everyone for their great work. Dr. Martinez highlighted the Dual Enrollment program and the two students from Grant HS who graduated with both a high school diploma and an AA degree last school year. He mentioned the District's goal of having at least 100 students graduate with an AA degree on top of their high school diploma in three years. He shared that over 300 students are currently enrolled in the Dual Enrollment program, which will commence in the springtime, and thanked the counseling team and School Leadership for leading the efforts in enrolling students in the program.

G. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

A motion was made to approve the Personnel Recommendations

Motion made by: Michael Baker

Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

H. RECOGNITION

1. PRESENT AND ADOPT Resolution No. 1293 National African American History Month - February 2024

A motion was made to approve Resolution No, 1293 National African American History Month - February 2024.

Motion made by: Christine Jefferson
Motion seconded by: Basim Elkarra
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

Trustee Christine Jefferson read Resolution No. 1293 National African American History Month - February 2024.

2. PRESENT AND ADOPT Resolution No. 1294 National School Counseling Week - February 5-9, 2024

A motion was made to approve Resolution No. 1294 National School Counseling Week - February 5-9, 2024

Motion made by: Rebecca Sandoval
Motion seconded by: Linda Fowler J.D.
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

Trustee Rebecca Sandoval read Resolution No. 1294 National School Counseling Week - February 5-

9, 2024.

I. CONSENT AGENDA

A motion was made to approve the consent agenda except for items; I.4, I.12, I.24, I.25 and I.26 to be voted separately.

Trustee Fowler and President Rivas requested to pull items I.4, I.12, I.24, I.25 and I.26 to be voted separately and provided the following statement "I am employed by the Highlands Community Charter and Technical Schools as a Site Administrator at Highlands Community Charter School. Since the Board will be considering approval of an action that would impact the Charter School, I am recusing myself from all participation on the items, as I alwasy do, including any discussion, deliberation, and vote regarding the items. This disclosure and my abstention will be recorded in the minutes of this meeting. "

Motion made by: Michael Baker
Motion seconded by: Basim Elkarra
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Recuse
Rebecca Sandoval - Yes

Motion passed by majority vote: 6 - yes, 0- No, 0 - Abstain, 1 - Absent

A motion was made to approve the following items together: I.12, I.24, I.25 and I.26

Motion made by: Michael Baker
Motion seconded by: Michelle Rivas
Voting:
Michelle Rivas: Yes
Michael Baker: Yes
Christine Jefferson: Yes
Stacey Bastian: Yes
Basim Elkarra: Yes
Linda Fowler: Recuse
Rebecca Sandoval: Yes

Motion passed by majority vote: 6- Yes, 0 - No, 0 - Abstain, 1 - Absent

1. APPROVE December 12, 2023, Regular and Virtual School Board Meeting Minutes

2. APPROVE December 12, 2023, Special and Virtual School Board Meeting Minutes

3. RATIFY Routine Administrative Contracts Below $35,000

4. APPROVE Routine Administrative Contracts $35,000 and Above

A motion was made to approve the Routine Administrative Contracts $35,000 and Above

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Recuse
Rebecca Sandoval - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

5. APPROVE Routine Construction Contracts $35,000 and Above

6. RATIFY Payment of Salaries and Bills for December 2023

7. APPROVE Out-of-State Travel and Overnight School Sponsored Trips

8. AWARD Contract for Hazardous Waste Disposal & Consulting Services

9. AWARD Contract for the Hagginwood Elementary School Fire Alarm Replacement Project

10. AWARD Contract for the Smythe 7/8 School Clock/Bell/PA Project

11. ADOPT Resolution No. 1289 Authorizing the Purchase of Cafeteria Furniture Solutions

12. APPROVE 2024-2025 Staffing Handbook

Trustee Fowler requested clarification regarding the funding of specific allocations stated in the Staffing Handbook, such as library services and intervention services.

Gina Carreon stated that elementary library media services are provided for schools with an enrollment of 0-500 for 1-3 hours per day.

Dr. Lori Grace stated that the district funds Intervention and MTSS Specialists. A higher intervention ratio is observed at the elementary level.

Trustee Elkarra inquired about intervention allocations, specifically Academic Intervention Specialists. He expressed hope that the specialists would be funded to help schools use their site funds for academic support.

Dr. Grace clarified that Academic Intervention Specialists are funded through Title 1 and site Title 1, rather than the site's general funds.

Trustee Sandoval has requested a separate discussion specifically focused on student interventions.

President Rivas expressed that student interventions would be brought up for a vote to have it as an agenda item.

Trustee Baker expressed that he would approve the handbook but that in the future, he would like to see more funding allocations for elementary school libraries. He suggested that such allocations

would enable the libraries to provide services beyond regular school hours, such as before and after school and during lunchtime.

Dario Gonzalez, Academic Intervention Specialist, spoke about the Staffing Handbook. He praised the incredible programs, interventions, and overall work being done at our school sites to educate and support students. Mr. Gonzalez emphasized that students can benefit from the services proposed in the Staffing Handbook only when they are present at school. He also pointed out that the district does not provide funding for positions whose primary role is to address truancy and chronic absenteeism. Additionally, Mr. Gonzalez specifically addressed Las Palmas and the staffing allocation in the handbook.

13. APPROVE Student Calendars for the 2024-2025, 2025-2026 and 2026-2027 School Years

14. RATIFY Purchase Order Board Report

15. AWARD Contract for the Smythe Academy P-6 Kitchen Remodel Project

16. AWARD Contract for the Hazel Strauch Elementary School Clock/Bell/PA Project

17. AWARD Contract for the Westside Elementary School Kitchen Remodel Project

18. AWARD Contract for the Woodlake Elementary School Clock/Bell/PA Project

19. APPROVE Revised Educator Effectiveness Block Grant

20. ADOPT Resolution 1290 Authorizing the Purchase of Classroom Furniture Under Piggybackable Los Rios Community College District Agreement

21. ADOPT Resolution No. 1291 Authorize the Substitution of Vendors and the Purchase of Vehicles via Department of General Services Contract

22. ADOPT Resolution No. 1292 Authorize the Purchase of Office Furniture via California Multiple Award Schedules (CMAS) Agreement

23. ADOPT Resolution No. 1285 Authorizing the Procurement of Pre-Fabricated Buildings via California Multiple Award Schedules Contract for the Universal Transitional Kindergarten Program at Madison Elementary

24. APPROVE California Innovative Career Academy Facilities Use Agreement

25. ADOPT Amendment No. 3 to the California Innovative Career Academy Memorandum of Understanding

26. ADOPT Amendment No. 3 to the Highlands Community Charter School Memorandum of Understanding

Maria Elena, representative of Padres Organized Community, expressed concern of the Padres Organized Community in regard to the extension of the Highlands Community Charter Schools MOU. She also voiced her concerns for the community.

27. ADOPT Resolution No. 1295 Authorizing the Procurement of Replacement Turf via California Multiple Award Schedule Contract for the Rio Linda High School and Highlands High School Baseball-Softball Complexes

28. APPROVE Auction/Disposal/Donation of Surplus Personal Property

29. APPROVE Purchase and Sale Agreement with Sacramento Area Flood Control Agency

30. ADOPT Resolution No. 1299 Declaring Its Intention to Convey an Easement to Sacramento Area Flood Control Agency

31. APPROVE Twin Rivers 2024-2025 High School Course Catalog

Maria Elena, representative of Padres Organized Community, acknowledged the district's efforts to improve the curriculum. However, she expressed concern for students who are monolingual or learning English as a second language. She noted that the California Dashboard lacks information on English Language Learners. Elena emphasized the need for students to have adequate tools to succeed and advance to higher learning.

J. ORAL COMMUNICATIONS - ORGANIZATIONS

1. Employee Organizations

Rebecca LeDoux, TRUE President, cited the legacy of Dr. Martin Luther King, Jr. regarding education and expressed her hopefulness that educators across the District are advocating for educational justice. She expressed her concerns regarding the recent report about a local charter school and the allegations made during the report. She invited the public to visit information at Facebook.com TRUE Association.

K. ORAL COMMUNICATIONS - HEARING OF PUBLIC

Jacob Walker, community member, announced that he was one of the founders of the Highlands Community Charters. He expressed gratitude to the Board and Superintendent for their support during the formation of the charter and specifically thanked the late Bob Bastian for his support of the technical school and expressed that he was glad to see Trustee Stacey Bastian on the Board. However, Mr. Walker alleged that there were violations that occurred after the charter's establishment. He stated that he would be submitting evidence to support his allegations and hoped that the Board would take notice.

Brittoni Ward, TRUE member, expressed her concerns about a recent report on a local charter school, and she spoke about concerns that district educators and the community have voiced to her that we need to prioritize the student's needs.

Jeff Yazel, teacher at Hagginwood Elementary, shared his experience of working in the District. He expressed his concerns about the process for addressing concerns. Additionally, Mr. Yazel shared concerns regarding training.

Maria Elena, representative of Padres Organized Community, mentioned that she is a former member of the District’s Parent Advisory Committee for Native students. She expressed her desire to see Native students complete the A-G requirements, which will prepare them for a four-year university. She stated that even though she doesn't have any students in the District, members of the Padres Organized

Community have shared their concerns with her regarding their students' education. She also voiced her concerns about the report on the local charter school.

Daniel Perez, teacher at Highlands Community Charter Schools, spoke regarding the rate of graduation for his students. He mentioned that he is a lead member of several charter committees and has initiated several new sites for the charter but had concerns regarding the recent report about the charter and the allegations made in the report, and expressed his observations for the need for oversight.

Amanda Aguirre, former Highlands Community Charter Schools (HCCS) teacher, described her assignment at the charter as a teacher and mentor. She described her observation regarding the HCCS administration pertaining to reports submitted regarding attendance and expressed her thoughts on the need for oversight of the charter.

Araceli Perez, community stakeholder, who advocated for the approval of Highlands Community Charter Schools said she did this to support efforts for alternative funding for adult education. Ms. Perez also discussed the funding practices alleged to be followed by the charter and the hiring practices for teachers.

Tara Jacobs, community member, spoke of the allegations made in a recent report about a local charter; she spoke of oversight and concerns of student site council violations.

Anna Aguilar, TRUE member, expressed her concerns about the alleged findings of the recent report on a local charter. She described allegations made in the report and her accounts on charter practices also described in the report.

L. HEARING OF PUBLIC (If Needed)

1. PUBLIC HEARING and ADOPTION of Resolution No. 1296 Authorizing District Staff to Request a Waiver Renewal of a Portion of the Surplus Disposition Process for the Village 13 Property

President Rivas called the Public Hearing at 7:38 p.m. for comments regarding Resolution No. 1296 Authorizing District Staff to Request a Waiver Renewal oa a Portion of the Surplus Disposition Process for the Village 13 Property.

There were no comments.

President Rivas closed the Public Hearing at 7:38 p.m.

A motion was made to adopt Resolution No. 1296 Authorizing District Staff to Request a Waiver Renewal of a Portion of the Surplus Disposition Process for the Village 13 Property.

Motion made by: Michael Baker
Motion seconded by: Linda Fowler J.D.
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

M. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. PRESENT and ACCEPT the 2022-23 Independent Financial Audit Report

Kate Ingersoll, Executive Director of Fiscal Services, introduced Aspen Cloud Hall, CPA, Senior Manager at Gilbert Associates, Inc. Ms. Hall provided a review of the Twin Rivers Unified School District 2022-2023 Independent Financial Audit Report. There are no internal control or Federal compliance findings. There is one State compliance finding, but there is no financial impact to the District. Ms. Hall commended the Fiscal Services team for the assistance and support provided to the auditors during the internal audit.

A motion was made to accept the 2022-23 Independent Financial Audit Report

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Abstain
Rebecca Sandoval - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 1 - Abstain, 0 - Absent

Ms. Hall thanked Kate and the team for their hard work and support throughout the years. She expressed that the district should be proud of Kate and the team's dedication to serving students.

President Rivas thanked Ms. Hall for her kind words and expressed her recognition for the exceptional team the district has. She also acknowledged the yearly recognition received as a result of financial stability and transparency in the budget process. Finally, she thanked Ms. Hall for her auditing services.

2. PRESENT Budget Update on 2024-25 Governor's Budget Proposal

Ryan DiGiulio, Chief Business Official, and Kate Ingersoll, Executive Director of Fiscal Services, provided an update and presentation on the District's current budget and planning for the 2024-2025 budget process. The presentation included reports regarding the Governor's 2024-2025 Budget Proposal–January 2024; the impact to Twin Rivers USD's budget; the next steps and key takeaways; reference for developing the budget; reference for planning, goal setting, and financial policies; reference for understanding California school finance; multiyear projections (MYPs); and reference for monitoring the district's budget. It was reported that the next steps in budget development for 2024-2025 include the completion of staffing meetings with sites and departments, updating the multiyear projections (2023-24 Second Interim Report) to include the key items from The Governor's January Budget Proposal; obtaining sites' and departments' detailed budgets; incorporation of the LCAP; updates from the Governor's May Revise Budget; and the 2024-25 TRUSD Adopted Budget in June.

N. BOARD/SUPERINTENDENT COMMUNICATION

Vice President Baker requested an update on the Citizens Board Oversight Committee's work thus far.

Superintendent Martinez expressed that the District will provide an update with the Board Communication, and Mr. DiGiulio added that the annual report will be presented to the Board during the April Board meeting.

Trustee Rebecca Sandoval has requested that recommendations for approval by the Board for management positions be placed on the agenda as a separate item, in addition to the Board review of management applications with recommendation materials. She also requested a report regarding student discipline.

O. BOARD COMMENTS

Trustee Rebecca Sandoval provided an update on the construction of Joshua House, which is a hospice located near Garden Valley Elementary. She has been actively advocating for the community and the district by requesting updates during City Hall meetings and voicing her concerns about safety measures despite facing opposition. Trustee Sandoval expressed her satisfaction that Dr. Martinez is sending another letter to the City Council to request updates and provide safety plans for students, staff, and the neighborhood.

Trustee Stacey Bastian congratulated the Rio Linda High School wrestling team and expressed that it is great to see our students participating in sports. She also expressed her enjoyment in visiting schools and thanked the teachers, staff, and administrators for their amazing work.

Vice President Baker mentioned that he had the honor of graduating from Foothill High School back in 1997. He also mentioned being the first to jump in the newly-built pool. He expressed his appreciation for everyone's hard work in making the Aquatic Center at Foothill High School a beautiful place. As a parent of a graduating senior and an incoming freshman, he conveyed his gratitude towards the efforts put into it. Moreover, he stated that the neighborhood is thrilled about the upcoming baseball/softball field and eagerly awaits its completion.

Trustee Christine Jefferson expressed her gratitude towards Leah Nelson, a Student Board member representing Grant High School, for her report on Grant and for inviting her to the Golden One presentation. Ms. Jefferson also expressed her pride for Ms. Nelson's accomplishments and commended her for being an "A" student. Furthermore, she thanked the District for the newly opened TK building at Castori, which will serve a lot of students and is an additional bright light in the community. Trustee Jefferson congratulated the cheerleading team for winning a championship and mentioned the award she accepted on behalf of Twin Rivers for all the work the District has accomplished in the community. Finally, she expressed her gratitude towards Grant High School and the Dr. Martin Luther King Committee for the honor.

Trustee Linda Fowler mentioned Dr. Martinez's announcement of a 91.4% graduation rate and expressed her belief that the district should aim for 100%. She congratulated the teachers and administrators for enrolling 304 freshmen in the Dual Enrollment program with American River College, who will contribute to achieving this goal and also have the opportunity to earn college credits. She emphasized that this achievement is something to be proud of, especially for the staff, who are the backbone of providing such opportunities for the students, and stated that the District is on its way to 100%.

President Michelle Rivas commended everyone for the impressive graduation rate achieved. She expressed her appreciation for the collective effort and hard work that led to this success. Furthermore,

she thanked the parents for their unwavering support and acknowledged the Board for their significant contribution. She also highlighted that although the Board may not always agree on everything, their diverse perspectives have a positive impact. President Rivas also expressed her pride in the Board and their accomplishments, professionalism, and for always keeping their focus on the students they were elected to represent.

P. BOARD MEET IN SECOND CLOSED SESSION (If Needed)

A second session was not needed.

Q. CLOSED SESSION

A second session was not needed.

R. RECONVENE IN PUBLIC SESSION

1. Report on Any Action Taken in Closed Session [Government Code Section 54957.1]

A second session was not needed.

2. Announcement of Next Meeting

The Board of Trustees is scheduled to meet again, unless otherwise announced and approved by the Board of Trustees, on Tuesday, February 27, 2024, for a Regular In-Person/Virtual School Board Meeting at 6:00 p.m. (closed session) and 6:30 p.m. (public session) to be held in person at 5115 Dudley Boulevard, Bay A, McClellan Park, CA 95652 and live stream on the Twin Rivers YouTube channel.

S. ADJOURN

There being no other business, President Michelle Rivas adjourned the meeting at 8:29 p.m.

T. January 23, 2024, MULTILINGUAL AGENDA

Note: Agendas for the January 23, 2024, regular and virtual school board meeting were posted and made available in English and Spanish to the public.

Clerk of the Board

MEMORANDUM OF UNDERSTANDING
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
(California Innovative Career Academy Charter School)

AMENDMENT NO. 3

This AMENDMENT NO. 3 ("AMENDMENT NO. 3") to the Memorandum of Understanding ("MOU") entered into by and between the Twin Rivers Unified School District (hereinafter, "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools (hereinafter "Corporation"), a nonprofit public benefit corporation duly organized under the laws of the State of California, operating the California Innovative Career Academy (hereinafter "CICA"), a public charter school organized and existing under the laws of the State of California (hereinafter Corporation and CICA collectively referred to as "Charter School"). (District and Charter School are collectively referred to herein as, the "Parties".)

WHEREAS, the Charter petition for the establishment of the Charter School ("Charter") was first authorized by the District in 2019 for a term running through June 30, 2024;

WHEREAS, the Charter School's current Charter term runs through June 30, 2027;

WHEREAS, the Parties previously entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding the Charter School's program, operation, structure, and obligations. A copy of the MOU is attached hereto as "Exhibit A," and incorporated herein by reference; and

WHEREAS, pursuant to a prior amendment to the MOU entered into by and between the Parties, the term of the MOU runs through June 30, 2027, and

WHEREAS, the Parties desire to amend the MOU according to the terms of this AMENDMENT NO. 3.

The MOU is hereby amended as follows:

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

2. Facilities.

a. *Facilities Locations.* In addition to its main campus located at 1333 Grand Avenue, Sacramento, CA 95838, the Charter School is authorized by the District to operate at the locations identified in the Facilities Site List at Exhibit "B" to this AMENDMENT NO. 3.
If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

If the District determines that the proposed change(s) does not constitute a material revision, the Charter School may establish operations at the proposed location(s) after receiving prior written approval by the District.

If the District determines that the proposed change(s) does constitute a material revision, then the changes(s) must be approved by the District Board of Trustees before the Charter School may commence operations at the proposed location(s). Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter.

Prior to commencing operations at any new facility location, the Charter School shall obtain appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, as may be required to ensure the facilities are safe for staff and students. Charter School shall provide the District with documentation demonstrating compliance with all appropriate permits and approvals needed for occupancy and invite the District to visit the Charter School site/facility for an inspection and review prior to the time the Charter School is scheduled to establish operations at the location.

b. *Facility Safety.* Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or with the California Building Standards Code. All facilities utilized by the Charter School shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities by a certified third party to ensure that they are maintained in an operable condition at all times. The Charter School shall keep written records of these inspections on file for at least one (1) year after the date of the inspection and provide such records to the District upon request.

c. *Documentation.* The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances, as applicable, for each facility location. Such documentation shall be provided to the District upon request.

3. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1 %) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Revenue of the Charter School" for purposes of this calculation means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03. Charter School and District agree that the "supervisorial oversight" as used in Education Code section 47613 shall include the following:

   (a) Review and revision of the MOU and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Charter School and the District.

   (b) All activities related to the charter renewal and material revision, and revocation processes, including any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

   (c) Activities related to monitoring the performance and compliance of Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.

   (d) Review of the Charter School's annual independent fiscal and programmatic audit reports and related processes related to the Charter School's annual audit.

   (e) Completion of the following duties under Education Code section 47604.32:

      (1) Visiting Charter School at least annually.
      (2) Ensuring that Charter School complies with all reports required of charter schools by law.
      (3) Monitoring the fiscal condition of Charter School, including review of annual fiscal audit of the Charter School.
      (4) Providing timely notification to the California Department of Education if any of the following circumstances occur: Renewal of the Charter is granted or denied; the Charter is revoked; or, Charter School ceases operation for any reason.
      (5) Any review of teacher credentials pursuant to Education Code section 47605(l).
      (6) All costs incurred by the District for performance of the requirements specified in Education Code section 47607.3.
      (7) Participation in the dispute resolution process described in the Charter.

4. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this AMENDMENT NO. 3 subject to approval/ ratification by the Parties respective governing boards.

5. Subject to Ratification. This Agreement is subject to the approval/ratification of both the District's Board and the Charter School Board of Directors.

6. Counterparts. This AMENDMENT NO. 3 may be executed in counterparts and be as valid and binding as if all Parties signed the same copy. Signature of copies of this AMENDMENT NO. 3 transmitted by facsimile or electronic mail, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this AMENDMENT NO. 3 as of the dates shown below.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

Dated: 1/23/24

Steve Martinez, Ed.D.
Superintendent

CHARTER SCHOOL

Dated: 1/11/2024

Ernie Daniels
Corporate President, Board of Directors
Highlands Community Charter and Technical Schools

EXHIBIT "A"

CICA MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 16th day of January, 2020, by and between the Twin Rivers Unified School District (hereinafter "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the California Innovative Career Academy ("CICA"), a California public charter school (hereinafter Corporation and CICA collectively referred to as "the Charter School").

WHEREAS, the District' s Board of Trustees ("Board") granted the Corporation a Charter to operate CICA at a public meeting on June 25, 2019, for a term of five (5) school years commencing on July 1, 2019 and ending on June 30, 2024, pursuant to Resolution No. 777 adopted by the Board, attached hereto as "Exhibit A;" and

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding CICA's funding and programs, the District's statutorily prescribed supervisory oversight of the Charter School; and

WHEREAS, the Charter School's program, operation, structure, and obligations in operating the school are set forth in the Charter, attached hereto as "Exhibit B," and incorporated herein by reference; and

WHEREAS, the Charter School and District further desire to address any remaining uncorrected language in the Charter, as conditionally approved and required to be corrected by Resolution No. 777, as referenced in Paragraph 3 below; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agrees as follows:

1. Term. This MOU shall commence on July 1, 2019 and end on June 30, 2024, as specified in Paragraph 2, below. This MOU is subject to termination for cause, as specified in Paragraph 28, below, including revocation of the Charter as specified in Paragraph 27, below.

2. Renewal. This MOU shall be automatically renewed for an additional fiscal year commencing July 1, 2020, and on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the Board pursuant to Education Code section 47607.

3. Designation of Charter School and Non-Material Revisions to Charter. The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The

Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: "California Innovative Career Academy." The Charter School and District further agree that upon execution of this MOU, the uncorrected language in the Charter as listed in "Exhibit C," attached hereto and incorporated herein by reference, is deemed corrected as stated therein as a non-material revision to the Charter.

4. Charter School Authority. The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with the District or any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease , or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Charter School Governance. The Charter School will be governed by the Corporation's Board of Directors pursuant to the Charter and its Bylaws. The Charter School's Executive Director shall meet with the District's Superintendent or designee on a quarterly basis during the school year at a time to be scheduled by the District. The meeting may include, but shall not be limited to, a review of the Charter School's financial standing, enrollment trends, educational programs, API, use of District facilities, etc.

Notwithstanding any rule, regulation, Charter provision, or Corporation Bylaw to the contrary, the Corporation, its Board of Directors, and the Charter School shall at all times and in all respects, comply with the Ralph M. Brown Act, the Public Records Act, and all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 *et seq.* and the Political Reform Act (Gov. Code § 81000 *et seq.).*

6. Facility. The Charter School may use space at a District facility located at 1333 Grand Avenue, Sacramento, CA 95838 (hereinafter the "Facility" or "Site") pursuant to terms and conditions set forth in a Facility Use Agreement. The Charter School shall comply with all State and federal laws regarding the use of the Site as school facilities.

7. Equipment and Materials. The Charter School may use District equipment and materials currently located at the Site pursuant to terms and conditions set forth in the Facility Use Agreement. The Charter School shall be solely responsible for purchasing any other equipment and materials necessary to operate its educational programs. The Charter School shall be solely responsible for maintaining all such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall

mark and identify, and maintain a written inventory of all such District and Charter School equipment and materials prior to commencing operations in the 2019-20 school year. The written inventory shall be updated and provided to the District annually. The Charter School shall account for all assets obtained in its financial reports.

8. Administrative Services. The Charter School shall conduct or procure all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

9. Pupil Records. The Charter School shall at all times maintain Charter School pupil records in accordance with any pupil record system utilized by the District, or as agreed upon by the District (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within the District. Notwithstanding Education Code section 47610, the Charter School shall voluntarily agree to comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its Charter, and this MOU.

10. Fingerprint and Criminal Record Summary Services. The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees prior to employment. The Charter School shall comply with the applicable State and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School in accordance with Education Code sections 35021 *et seq.* and 45125.1. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by the law, pursuant to Education Code Sections 44830.1 and 45122.1. The Charter School shall notify the District in writing of its compliance with this paragraph. The Charter School shall make Charter School employee and volunteer fingerprint verification information available to the District upon request.

11. Indemnity. Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School' s operations, failure to comply with District child find policies or have its staff trained in such child find policies to identify special needs students, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

12. Insurance Coverage. The Charter School shall be responsible for obtaining and maintaining all insurance coverage as stated in the Charter. The District will be named an additional insured on the general liability insurance of the Charter School.

13. Special Education Services. The Charter School shall be solely responsible for serving the Charter School's special needs students as stated in the Charter.

14. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed five percent (5%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School.

15. Direct Funding. The Charter School elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the " California Innovative Career Academy" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code section 47635. The School recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the " California Innovative Career Academy," and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed upon by the parties.

16. Payment Schedule. The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the

Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

17. Mandated Costs. The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU. The District shall not charge the Charter School for any cost for which the District may claim a mandated cost.

18. Additional Funding Sources. The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. The Charter School shall hold harmless the District for any repayment of any grants and/or additional funding.

19. Grants. The Charter School and the District will cooperate to identify and apply for grants that meet the mutual goals of the District and the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District. The District and the Charter School shall be free to engage in other financial transactions such as loans of money and or property back and forth between the two parties, subject to approval by the District Superintendent.

20. Charter School Budget, Report, and Audits. The Charter School shall prepare and submit to the District the following financial information regarding the Charter School:

a. On or before July 1 of each year, a preliminary budget.

b. On or before July 1 of each year, an annual update (LCAP) required pursuant to Education Code Section 47606.5.

c. On or before December 15 of each year, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.

d. On or before March 15 of each year, a second interim financial report for the current fiscal year reflecting changes through January 31.

e. On or before September 15 of each year, a final unaudited report for the full prior year. The report submitted to the Charter School shall include an

annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU. The Charter School shall utilize the services of an auditor who will have, at a minimum, a CPA and experience with school and educational institution accounting requirements and practices, and shall be approved by the State Controller on its published list as an educational audit provider.

For reports (a), (c), (d), and (e), above, the Charter School shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

The Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District, in accordance with Education Code section 47604.3. The Charter School agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

21. District Reports. The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

22. Attendance Reporting, School Calendar, and Other Data. The Charter School shall provide the District with a copy of the Charter School's annual attendance calendar no later than July 1, 2019, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to District approval, the Charter School will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School will timely report ADA figures to the District as necessary to enable the school to receive funding. The Charter School will provide the District with a monthly enrollment report no later than the 15th calendar day of the following attendance month. The Charter School will provide all data and reports required by the District in hard copy and electronic data files. The Charter School will submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California

Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School will provide the District with documentation of the teacher/student ratio for the Charter School.

23. Assessments and State Testing. The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop and maintain a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and District curricular competencies required by law.

The Charter School shall annually notify the District in writing at least thirty (30) calendar days in advance of the date and location of State testing, and the total number of State tests to be administered to Charter School pupils. The Charter School shall provide the District with individual pupil and school-wide State test results. The Charter School shall institute measures to ensure the security of all testing materials.

24. Financial Statements and Records. Upon request, the Charter School shall promptly respond to all District requests for documentation, including any financial records, pursuant to Education Code section 47604.3.

25. Compliance With Other External Source Funding Requirements. The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

26. Dispute Resolution Procedure. In the event of any dispute between the Charter School and the District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement which will be simultaneously submitted to the District Superintendent or designee and the Charter School's Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally shared between the District and the

Charter School. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors, involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement.

In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall act in good faith to settle the dispute, claim, question, or disagreement in accordance with the dispute resolution process prescribed above.

27. Revocation and Closure Protocol. The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 26, above, shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its belief and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the "Entity" identified in the Charter responsible for implementing the Charter's closure protocol shall be experienced in dissolution and closure of public educational programs, and the Entity shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Charter School's Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining assets.

Notwithstanding any rule, regulation, Charter provision, Corporation Bylaw or document to the contrary, on closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, and all ADA apportionments and other revenues generated by students attending the Charter School, after payment of all debts and liabilities and refunds to applicable agencies, shall revert to the Charter School. Any assets acquired from the District or District property will be promptly returned upon the Charter School's closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or State and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

28. Termination for Cause. The District may terminate any services provided pursuant to this MOU upon failure of the Charter School to pay any amount due under this MOU within sixty (60) days after receipt by Charter School of a District demand for payment and notice of

intent to terminate services. Any failure by the Charter School to pay an amount due under this MOU, or other material violation of the terms of this MOU by the Charter School, may constitute grounds for revocation of the Charter in accordance with the provisions of the Charter and the Charter Schools Act, and any such termination or revocation shall be consistent with such provisions, including with respect to notice and an opportunity to cure. In the event of revocation of the Charter, this MOU shall be deemed null and void.

29. Annual Review and Notice To District Of Change In Status. The Charter School shall participate in an annual review conducted by the District, if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties shall act reasonably and in good faith in both the review and the response to the review.

The Charter School shall provide the District no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of the Charter School, and which falls within the District's oversight responsibilities.

The Charter School shall provide all services not expressly indicated herein to be provided by the District. Nothing herein shall preclude the parties from negotiating or amending this MOU to include additional services not contemplated by this MOU.

30. Independent Contractor Status. The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

31. Construction and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of California.

32. Entire MOU. This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

33. Amendments. This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative with a specific reference to the Charter, and to this MOU which it alters, amends or modifies.

34. Invalidity of Provisions of This MOU. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

35. Nondiscrimination. The Charter School covenants and agrees that they shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220, including, but not limited to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in

section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics in the operation of the Charter School.

36. Assignment. Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

37. No Waiver. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

38. Survival. All representations, warranties and indemnities made herein shall survive termination of this MOU.

39. Notices. All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or on the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

To the Charter School:

Board President
Highlands Community Charter School
1333 Grand Avenue #B
P.O. Box 38924
Sacramento, CA 95838
Facsimile: (916) 471-0552

To the District:

Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, CA 95652
Facsimile: (916) 566-3586

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

005858.0006625
109020.1

By: _____
Bill McGuire
Deputy Superintendent, Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____
Ernie Daniels
Corporate President, Board of Directors

005858.0006625
109020.1

EXHIBIT "B"

CICA FACILITIES SITE LIST

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Student Occupied Sites

	Site	Physical Address	HCCS	CICA
1.	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X	
2.	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	X
3.	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X	
4.	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	X	
5.	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X	
6.	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X	
7.	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	
8.	Auburn	4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841	X	X
9.	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X
10.	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	X	X
11.	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X	
12.	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X	
13.	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X	
14.	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X
15.	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	X	
16.	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X	
17.	Fair Oaks	2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center/Salon)	X	
18.	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	X	X
19.	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X	
20.	Folsom 2	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	X	
21.	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	
22.	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X	
23.	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X
24.	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X	
25.	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X	

26.	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X	
27.	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	X
28.	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X	
29.	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	X
30.	Industrial	8180 Industrial Pkwy, Sacramento, CA 95824	X	X
31.	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X
32.	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X
33.	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X
34.	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X	
35.	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X	
36.	Maple	3301 37th Avenue, Sacramento, CA 95824	X	
37.	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X
38.	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X
39.	Marysville	715 C Street, Marysville, CA 95901	X	X
40.	Marysville 2	1431 C St, Marysville, CA 95901	X	
41.	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X	
42.	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X	
43.	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X	
44.	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	X
45.	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X	
46.	O Street	1326 O Street, Sacramento, CA 95814	X	X
47.	Oak Park	2520 33rd St, Sacramento, CA 95817	X	
48.	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X	
49.	Oxnard	328 West Third Street, Oxnard, CA 93030	X	
50.	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X	
51.	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	X	X
52.	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X	
53.	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	X	
54.	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X	
55.	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X	
56.	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X
57.	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X	

Non-Student Sites

	Site	Physical Address	HCCS	CICA
1.	**American River**	3600 American River Drive #280, Sacramento, CA 95864 (Administrative)	X	
2.	**Arden**	901 Arden Way, Sacramento, CA 95815 (Warehouse)	X	
3.	**Capitol Mall**	555 Capitol Mall, #1275, Sacramento, CA 95814 (Administrative)	X	
4.	**Capitol Mall**	555 Capitol Mall, #725, Sacramento, CA 95814 (Administrative)	X	
5.	**Capitol Mall**	555 Capitol Mall, #550, Sacramento, CA 95814 (Administrative)	X	
6.	**El Camino**	4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608 (Administrative)	X	
7.	**Fair Oaks 2**	6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608 (Administrative)	X	
8.	**Howe Avenue**	1111 Howe Avenue, #115, Sacramento, CA 95825 (Administrative)	X	
9.	**Howe Avenue**	1111 Howe Avenue, #630, Sacramento, CA 95825 (Administrative)		X
10.	**Raley Blvd**	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse)	X	
11.	**San Diego**	406 9th Avenue, Suite 310, San Diego, CA 92101 (Administrative)	X	

MEMORANDUM OF UNDERSTANDING
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
(Highlands Community Charter School)

AMENDMENT NO. 3

This AMENDMENT NO. 3 ("AMENDMENT NO. 3") to the Memorandum of Understanding ("MOU") entered into by and between the Twin Rivers Unified School District (hereinafter, "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools (hereinafter "Corporation"), a nonprofit public benefit corporation duly organized under the laws of the State of California, operating the Highlands Community Charter School (hereinafter "HCCS"), a public charter school organized and existing under the laws of the State of California (hereinafter Corporation and HCCS collectively referred to as "Charter School"). (District and Charter School are collectively referred to herein as, the "Parties".)

WHEREAS, the Charter petition for the establishment of the Charter School ("Charter") was first authorized by the District in 2014 for a term running through June 30, 2019;

WHEREAS, the Charter School's current Charter term runs through June 30, 2027;

WHEREAS, the Parties previously entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding the Charter School's program, operation, structure, and obligations. A copy of the MOU is attached hereto as "Exhibit A," and incorporated herein by reference; and

WHEREAS, pursuant to a prior amendment to the MOU entered into by and between the Parties, the term of the MOU runs through June 30, 2027, and

WHEREAS, the Parties desire to amend the MOU according to the terms of this AMENDMENT NO. 3.

The MOU is hereby amended as follows:

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

2. Facilities.

a. *Facilities Locations*. In addition to its main campus located at 1333 Grand Avenue, Sacramento, CA 95838, the Charter School is authorized by the District to operate at the locations identified in the Facilities Site List at Exhibit "B" to this AMENDMENT NO. 3.

If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

If the District determines that the proposed change(s) does not constitute a material revision, the Charter School may establish operations at the proposed location(s) after receiving prior written approval by the District.

If the District determines that the proposed change(s) does constitute a material revision, then the changes(s) must be approved by the District Board of Trustees before the Charter School may commence operations at the proposed location(s). Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter.

Prior to commencing operations at any new facility location, the Charter School shall obtain appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, as may be required to ensure the facilities are safe for staff and students. Charter School shall provide the District with documentation demonstrating compliance with all appropriate permits and approvals needed for occupancy and invite the District to visit the Charter School site/facility for an inspection and review prior to the time the Charter School is scheduled to establish operations at the location.

b. *Facility Safety*. Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or with the California Building Standards Code. All facilities utilized by the Charter School shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities by a certified third party to ensure that they are maintained in an operable condition at all times. The Charter School shall keep written records of these inspections on file for at least one (1) year after the date of the inspection and provide such records to the District upon request.

c. *Documentation*. The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances, as applicable, for each facility location. Such documentation shall be provided to the District upon request.

3. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1 %) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Revenue of the Charter School" for purposes of this calculation means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03.

   Charter School and District agree that the "supervisorial oversight" as used in Education Code section 47613 shall include the following:

   (a) Review and revision of the MOU and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Charter School and the District.

   (b) All activities related to the charter renewal and material revision, and revocation processes, including any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

   (c) Activities related to monitoring the performance and compliance of Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.

   (d) Review of the Charter School's annual independent fiscal and programmatic audit reports and related processes related to the Charter School's annual audit.

   (e) Completion of the following duties under Education Code section 47604.32:

      (1) Visiting Charter School at least annually.
      (2) Ensuring that Charter School complies with all reports required of charter schools by law.
      (3) Monitoring the fiscal condition of Charter School, including review of annual fiscal audit of the Charter School.
      (4) Providing timely notification to the California Department of Education if any of the following circumstances occur: Renewal of the Charter is granted or denied; the Charter is revoked; or, Charter School ceases operation for any reason.
      (5) Any review of teacher credentials pursuant to Education Code section 47605(l).
      (6) All costs incurred by the District for performance of the requirements specified in Education Code section 47607.3.
      (7) Participation in the dispute resolution process described in the Charter

4. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this AMENDMENT NO. 3 subject to approval/ratification by the Parties respective governing boards.

5. Subject to Ratification. This Agreement is subject to the approval/ratification of both the District's Board and the Charter School Board of Directors.

6. Counterparts. This AMENDMENT NO. 3 may be executed in counterparts and be as valid and binding as if all Parties signed the same copy. Signature of copies of this AMENDMENT NO. 3 transmitted by facsimile or electronic mail, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this AMENDMENT NO. 3 as of the dates shown below.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

Dated: 1/23/24

Steve Martinez, Ed.D.
Superintendent

CHARTER SCHOOL

Dated: 1/11/2024

Ernie Daniels
Corporate President, Board of Directors
Highlands Community Charter and Technical Schools

EXHIBIT "A"

HCCS MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 17st day of June, 2014, by and between the Twin Rivers Unified School District (hereinafter "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the Highlands Community Charter School ("HCCS"), a California public charter school (hereinafter Corporation and HCCS collectively referred to as "the Charter School").

WHEREAS, the District's Board of Trustees ("Board") granted the Corporation a Charter to operate HCCS at a public meeting on March 4, 2014, for a term of five (5) school years commencing on July 1, 2014 and ending on June 30, 2019, pursuant to Resolution No. 444 adopted by the Board, attached hereto as "Exhibit A;" and

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding HCCS' funding and programs, the District's statutorily prescribed supervisory oversight of the Charter School; and

WHEREAS, the Charter School's program, operation, structure, and obligations in operating the school are set forth in the Charter, attached hereto as "Exhibit B," and incorporated herein by reference; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agrees as follows:

1. Term. This MOU shall commence on July 1, 2014 and end on June 30, 2015. This MOU is subject to termination for cause, as specified in Paragraph 28, below, including revocation of the Charter as specified in Paragraph 27, below.

2. Renewal. This MOU shall be automatically renewed for an additional fiscal year commencing July 1, 2015, and on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the Board pursuant to Education Code section 47607.

3. Designation of Charter School. The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: "Highlands Community Charter School."

4. Charter School Authority. The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with

federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with the District or any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease, or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Charter School Governance. The Charter School will be governed by the Corporation's Board of Directors pursuant to the Charter and its bylaws. The Charter School's Executive Director shall meet with the District's Superintendent or designee on a quarterly basis during the school year at a time to be scheduled by the District. The meeting may include, but shall not be limited to, a review of the Charter School's financial standing, enrollment trends, educational programs, API, use of District facilities, etc.

Notwithstanding any rule, regulation, Charter provision, or Corporation Bylaw to the contrary, the Corporation, its Board of Directors, and the Charter School shall at all times and in all respects, comply with the Ralph M. Brown Act, the Public Records Act, and all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 *et seq.* and the Political Reform Act (Gov. Code § 81000 *et seq.*).

6. Facility. The Charter School may use space at a District facility located at 1333 Grand Avenue, Sacramento, CA 95838 (hereinafter the "Facility" or "Site") pursuant to terms and conditions set forth in a Facility Use Agreement. The Charter School shall comply with all State and federal laws regarding the use of the Site as school facilities.

7. Equipment and Materials. The Charter School may use District equipment and materials currently located at the Site pursuant to terms and conditions set forth in the Facility Use Agreement. The Charter School shall be solely responsible for purchasing any other equipment and materials necessary to operate its educational programs. The Charter School shall be solely responsible for maintaining all such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall mark and identify, and maintain a written inventory of all such District and Charter School equipment and materials prior to commencing operations in the 2014-15 school year. The written inventory shall be updated and provided to the District annually. The Charter School shall account for all assets obtained in its financial reports.

8. Administrative Services. The Charter School shall be solely responsible for the direct cost of the limited administrative services provided by the District to the Charter School. The Charter School shall contract with a qualified third-party vendor for all other administrative services.

9. Pupil Records. The Charter School shall at all times maintain Charter School pupil records in accordance with any pupil record system utilized by the District, or as agreed upon by the District (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within the District. Notwithstanding Education Code section 47610, the Charter School shall voluntarily agree to comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its Charter, and this MOU.

10. Fingerprint and Criminal Record Summary Services. The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees in positions requiring contact with minor children in accordance with the requirements of Education Code section 44237. The Charter School shall require all its subcontractors and vendors whose duties require contact with Charter School students to submit fingerprints in accordance with Education Code section 45125.1. The Charter School shall require all parent volunteers, who will supervise children outside of the presence of a credentialed employee, to undergo fingerprinting/background checks pursuant to Education Code sections 35021 *et seq.* The Charter School shall notify the District in writing of its compliance with this paragraph. The Charter School shall make Charter School employee and volunteer fingerprint verification information available to the District upon request.

11. Indemnity. Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School's operations, failure to comply with District child find policies or have its staff trained in such child find policies to identify special needs students, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

12. Insurance Coverage. The Charter School shall be responsible for obtaining and maintaining all insurance coverage as stated in the Charter.

13. Special Education Services. The Charter School shall be solely responsible for serving the Charter School's special needs students as stated in the Charter.

14. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%)

of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a) through (e), only. "Revenue" for purposes of this calculation shall include the general-purpose entitlement calculated pursuant to Education Code section 47633 and the categorical block grant calculated pursuant to Education Code section 47634, and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its programs. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, or any other private source of income developed by the Charter School.

15. Direct Funding. The Charter School elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code section 47635. The School recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the "Highlands Community Charter School," and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever.

16. Payment Schedule. The Charter School shall pay the administrative services fees (¶ 8), supervisorial oversight fees (¶ 14), and all other fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School, and the District may also elect to offset and deduct any such fees or payments from in-lieu-of property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted prior to any such offset.

17. Mandated Costs. The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU. The District shall not charge the Charter School for any cost for which the District may claim a mandated cost.

18. Additional Funding Sources. The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. The Charter School shall hold harmless the District for any repayment of any grants and/or additional funding.

19. Grants. The Charter School and the District will cooperate to identify and apply for grants that meet the mutual goals of the District and the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District. The District and the Charter School shall be free to engage in other financial transactions such as loans of money and or property back and forth between the two parties, subject to approval by the District Superintendent.

20. Charter School Budget, Reports, and Audits. The Charter School shall prepare and submit to the District the following financial information regarding the Charter School:

A. On or before July 1 of each year, a preliminary budget.

B. On or before December 15, an interim financial report that reflects changes through October 31.

C. On or before March 15, a second interim financial report that reflects changes through January 31.

D. On or before September 15, a final unaudited report for the full prior year.

E. The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU.

F. The Charter School shall utilize the services of an accounting/auditing firm experienced with school and educational accounting requirements and practices.

For the reports listed under Section 23 A through C above, the Charter School shall also provide with each financial report supporting and/or back up information including but not limited to: MYP for current and two subsequent years; Assumptions used for two subsequent years; Explanation for major variances by category between reporting periods; Enrollment projection; ADA P2 projection by grade level; COLA & Deficit percentage; Calculation used for determining general purpose funding; List of statutory benefit rates; List of

H&W rates and number of participants; and Number of FTEs for certificated and classified employees for each year.

21. District Reports. The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

22. Attendance Reporting, School Calendar, and Other Data. The Charter School shall provide the District with a copy of the Charter School's annual attendance calendar no later than July 1, 2014, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to District approval, the Charter School shall establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School will timely report ADA figures to the District as necessary to enable the school to receive the funding specified in this MOU. The Charter School shall provide the District with a monthly enrollment report no later than the 15th calendar day of the following attendance month. The Charter School shall provide all data and reports required by the District in hard copy and electronic data files. The Charter School shall submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School shall provide the District with documentation of the teacher/student ratio for the Charter School.

23. Assessments and State Testing. The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and District curricular competencies required by law.

The Charter School shall annually notify the District in writing at least thirty (30) calendar days in advance of the date and location of State testing, and the total number of State tests to be administered to Charter School pupils. The Charter School shall provide the District with individual pupil and school-wide State test results. The Charter School shall institute measures to ensure the security of all testing materials.

24. Financial Statements and Records. Upon request, the Charter School shall promptly respond to all District requests for documentation, including any financial records, pursuant to Education Code section 47604.3.

25. Compliance With Other External Source Funding Requirements. The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

26. Dispute Resolution Procedure. In the event of any dispute between the Charter School and the District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent or designee, and the Charter School's Executive Director. The Executive Director and the Superintendent or designee, shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable mediator, for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law. The cost of the mediator shall be equally split between the parties.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors, involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement.

27. Revocation and Closure Protocol. The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 26, above, shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its belief and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the "Entity" identified in the Charter responsible for implementing the Charter's closure protocol shall be experienced in dissolution and closure of public educational programs and the Entity

31. Independent Contractor Status. The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

32. Construction and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of California.

33. Entire MOU. This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

34. Amendments. This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative with a specific reference to the Charter, and to this MOU which it alters, amends or modifies.

35. Invalidity of Provisions of this MOU. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

36. Nondiscrimination. The Charter School covenants and agrees that they shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220 including but not limited to race, color, religion, gender, ancestry, physical and/or mental disability, marital status or national origin, nationality or ethnicity, sexual orientation, perceived sexual orientation, and/or association with individuals with one or more of the above characteristics in the operation of the Charter School.

37. Assignment. Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

38. No Waiver. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

39. Survival. All representations, warranties and indemnities made herein shall survive termination of this MOU.

40. Notices. All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on

the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

To the Charter School:

Board President
Highlands Community Charter School
1333 Grand Avenue, #B
P.O. Box 38924
Sacramento, CA 95838
Facsimile: (916) 471-0552

To the District:

Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652
Facsimile: (916) 566-3586

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: _____
Bill McGuire,
Deputy Superintendent Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____
Ward Allen,
Vice-President of the Board of Trustees

EXHIBIT "B"

HCCS FACILITIES SITE LIST

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Student Occupied Sites

	Site	Physical Address	HCCS	CICA
1.	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X	
2.	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	X
3.	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X	
4.	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	X	
5.	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X	
6.	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X	
7.	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	
8.	Auburn	4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841	X	X
9.	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X
10.	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	X	X
11.	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X	
12.	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X	
13.	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X	
14.	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X
15.	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	X	
16.	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X	
17.	Fair Oaks	2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center/Salon)	X	
18.	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	X	X
19.	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X	
20.	Folsom 2	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	X	
21.	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	
22.	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X	
23.	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X
24.	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X	
25.	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X	

26.	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X	
27.	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	X
28.	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X	
29.	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	X
30.	Industrial	8180 Industrial Pkwy, Sacramento, CA 95824	X	X
31.	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X
32.	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X
33.	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X
34.	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X	
35.	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X	
36.	Maple	3301 37th Avenue, Sacramento, CA 95824	X	
37.	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X
38.	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X
39.	Marysville	715 C Street, Marysville, CA 95901	X	X
40.	Marysville 2	1431 C St, Marysville, CA 95901	X	
41.	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X	
42.	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X	
43.	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X	
44.	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	X
45.	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X	
46.	O Street	1326 O Street, Sacramento, CA 95814	X	X
47.	Oak Park	2520 33rd St, Sacramento, CA 95817	X	
48.	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X	
49.	Oxnard	328 West Third Street, Oxnard, CA 93030	X	
50.	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X	
51.	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	X	X
52.	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X	
53.	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	X	
54.	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X	
55.	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X	
56.	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X
57.	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X	

Non-Student Sites

	Site	Physical Address	HCCS	CICA
1.	**American River**	3600 American River Drive #280, Sacramento, CA 95864 (Administrative)	X	
2.	**Arden**	901 Arden Way, Sacramento, CA 95815 (Warehouse)	X	
3.	**Capitol Mall**	555 Capitol Mall, #1275, Sacramento, CA 95814 (Administrative)	X	
4.	**Capitol Mall**	555 Capitol Mall, #725, Sacramento, CA 95814 (Administrative)	X	
5.	**Capitol Mall**	555 Capitol Mall, #550, Sacramento, CA 95814 (Administrative)	X	
6.	**El Camino**	4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608 (Administrative)	X	
7.	**Fair Oaks 2**	6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608 (Administrative)	X	
8.	**Howe Avenue**	1111 Howe Avenue, #115, Sacramento, CA 95825 (Administrative)	X	
9.	**Howe Avenue**	1111 Howe Avenue, #630, Sacramento, CA 95825 (Administrative)		X
10.	**Raley Blvd**	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse)	X	
11.	**San Diego**	406 9th Avenue, Suite 310, San Diego, CA 92101 (Administrative)	X	

From: Sharilyn.Warta
To: "Melissa Roberson"
Subject: RE: Enrollment Reports July to Sept 2024
Date: Tuesday, September 17, 2024 3:59:00 PM
Attachments: [redacted]

Good Afternoon,

I had a nice weekend. I hope you got some time off to enjoy the lovely weather.

Thank you for sending the Enrollment Reports. We are having difficulty identifying some of the sites because names on the enrollment reports are different than the names provided to us in the MOU and updated site list.

I saved the monthly reports you sent and the 24-25 site list in a single document and attached it. Each tab has a column titled TRUSD notes, which require further clarification. For example:

- The CICA tabs list "Asher" as one of the sites with enrollments, but according to the MOU and the most recent site list CICA does not have any programs at the Asher site.
- On multiple tabs, "Federico" is listed, but we do not have any record of a site by that name.
- On multiple tabs enrollment is listed as "Mixed", but we need to know which sites.
- On the Master Site list tab there are several sites without any students enrolled, but we had information that classes had started.

Requested Action:

- If possible, please provide the enrollment reports from the attendance tracking application instead of excel format. The reports should include the site's name instead.

Required Action:

- Provide us with clarification for each of the TRUSD notes included in the attached workbook.
- Be sure to use the names of each site as they were provided to us in the MOU and Site List. This should clear up any confusion in the future.
- Finally, please provide us with the address to the "Federico" site so we can cross reference it with our current list of sites.

Please do not hesitate to contact me if you have any questions. We are requesting a timely response on or before **October 25, 2024.**

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652

Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Sunday, September 15, 2024 10:15 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Bill McGuire <bill.mcguire@hccts.org>; Natasha Lutsik <natasha.lutsik@hccts.org>
Subject: Enrollment Reports July to Sept 2024

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.
Report Suspicious

Hi Shari,

I hope you had a great weekend. Attached are the enrollment reports for July to September 2024.

Thank you,
Melissa

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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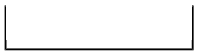

From: Melissa Roberson
To: Sharilyn.Warta
Subject: Re: Enrollment Reports July to Sept 2024
Date: Thursday, September 19, 2024 2:47:41 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png

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Report Suspicious

Hi Shari,

We will work on this and get back to you as soon as possible.

Thank you,
Melissa

On Tue, Sep 17, 2024, 4:00 PM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Afternoon,
>
> I had a nice weekend. I hope you got some time off to enjoy the lovely weather.
>
> Thank you for sending the Enrollment Reports. We are having difficulty identifying some of the sites because names on the enrollment reports are different than the names provided to us in the MOU and updated site list.
>
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Please do not hesitate to contact me if you have any questions. We are requesting a timely response on or before **October 25, 2024.**

Thank you.

Shari Warta

Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590



From: Melissa Roberson <melissa.roberson@hccts.org>

Sent: Sunday, September 15, 2024 10:15 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Bill McGuire <bill.mcguire@hccts.org>; Natasha Lutsik <natasha.lutsik@hccts.org>
Subject: Enrollment Reports July to Sept 2024

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I hope you had a great weekend. Attached are the enrollment reports for July to September 2024.

Thank you,

Melissa

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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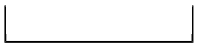

TRUSD received this letter on 9/25/24 via email.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

August 15, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Facility/Location Changes and MOU Compliance

Dear Ryan DiGiulio, Chief Business Official

We have prepared the following response to the notice of concern dated August 5, 2024 regarding facility and location changes and MOU compliance.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Peacekeeper Way
On June 5, 2024 HCCTS emailed TRUSD regarding Peacekeeper Way. Peacekeeper Way was also discussed in two phone calls with subsequent written communication via email. In the email it was expressed that HCCTS' previous leases at 3144 Palm Street, Building 826, McClellan Park, CA 95652 and 5411 Luce Avenue, Unite 242, McClellan Park, CA 95652 were set to expire on June 30, 2024 without the option to renew, therefore a search was undertaken for the purpose of relocating classrooms, and 3237 Peacekeeper Way, McClellan Park, CA 95652 was selected.

Hillsdale
HCCTS first secured a lease agreement with the Hillsdale site on August 2, 2022 Hillsdale has been serving students for the past two years and continues to provide classes to students during the 2023-2024 school year. On August 1, 2023, HCCTS expanded the Hillsdale site to meet the growing need for additional office space to accommodate a dedicated marketing office, the Brain Team, CICA office, and a Student Wellness Center.

Howe Avenue
On June 30, 2017, HCCTS secured a lease agreement with the site located at 1111 Howe Avenue. Since then, our students have been attending classes there for 7 years. In 2019, 2021 and 2024, we added additional suites to expand our offices, as new space was needed for our increased number of employees and departments. *All the new suites were opened at an approved location.*

Below are the office spaces that were added:

Suite	Date	Purpose
#115	8/1/2017	Admin space
#445	04/01/2024	Student Services
#455	04/01/2024	Student Services
#505	04/01/2024	HCCS Academics
#550	04/01/2024	HCCS Classroom
#555	04/01/2024	CTE & EI Principals and

		CTE Project Coordinators
#575	04/01/2024	Student Onboarding and Records Department
#595	04/01/2024	Community Schools
#610	04/01/2024	CICA
#630	08/01/2021	CICA Admin space
#645	04/01/2024	Accountability and Assessment Department
#655	11/1/2019	HCCS Classes

HCCTS agrees to provide written notification to the District 30 days in advance of any proposed facility changes so that the District may evaluate whether any proposed actions may constitute a material revision to the charter.

Oakland Site Closures
On April 1, 2024, HCCTS provided a 30-day notice to Kathy Chao Rothberg regarding the termination of the MOUs for the locations at 2325 E. 12th Street, Oakland, CA 94601, and 8484 Edes Avenue, Oakland, CA 94621. The last effective day of this agreement was Tuesday, April 30, 2024.

HCCTS was unable to supply 30-day advance notice of the closures of the locations at 2325 E. 12th Street, Oakland, CA 94601 and 8484 Edes Avenue, Oakland, CA 94621 to TRUSD. These locations were leased on a monthly basis in partnership with Lao Family to provide services to ELD students. In the process of renegotiating the lease, Lao Family asked for a substantial increase in the lease amount. These locations had historically drawn low attendance. Consequently, it became fiscally irresponsible to continue leasing these locations.

Moving Forward 2024-2025
Highlands Community Charter School will continue to improve in the area of communication as it relates to opening and closing sites in seeking TRUSD approval. Attached you will find MOUs for Hillsdale, Howe, and sites in Oakland.

From: Melissa Roberson
To: Sharilyn.Warta
Cc: Ryan.DiGiulio
Subject: Re: Notice of Concern Facilities
Date: Friday, September 27, 2024 2:35:39 PM
Attachments: image001.png
image002.png
image003.png
image004.png

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Report Suspicious

Hi Shari,

We are still working to secure a contract. We have a drafted MOU that has not yet been signed. Bill will be reviewing it next week. We have not moved in and we are not operating or serving students at Peacekeeper Way.

Thank you,
Melissa

Melissa Roberson
melissa.roberson@hccts.org
503-360-6872

On Fri, Sep 27, 2024, 11:54 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> I have a clarifying question regarding the site at 3237 Peacekeeper Way. In the response, HCCTS stated that *"...a search was undertaken for the purpose of relocation classrooms, and 3237 Peacekeeper Way, McClellan Park, CA 95652 was selected.*"
>
> Does this mean HCCTS has secured the location and is currently operating there?
>
> Thank you.
>
> *Shari Warta*

Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590



From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Wednesday, September 25, 2024 4:05 PM
To: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Cc: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: Notice of Concern Facilities

Hello Shari and Ryan,

Attached you will find our response to the notice of concern regarding facilities at Peacekeeper, Hillsdale, Howe, and Oakland.

Thank you,

Melissa

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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From: Melissa Roberson
To: Sharilyn.Warta
Cc: Ryan.DiGiulio
Subject: Re: Notice of Concern Facilities
Date: Monday, September 30, 2024 6:45:49 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png

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Report Suspicious

Hi Shari,

Of course. I will follow up with you soon.

Best wishes,
Melissa

Melissa Roberson
melissa.roberson@hccts.org
503-360-6872

On Mon, Sep 30, 2024, 9:00 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> I hope you had a nice weekend and were able to get some rest. The Districts wants to be sure that HCCTS understands the addition at the 3237 Peacekeeper Way will require a Material Revision. This is outlined in Ed. Code, the current MOU and previous communications from the District to HCCTS.
>
> Thank you.
>
> *Shari Warta*
>
> Project Manager
>
> Twin Rivers Unified School District
>
> 5115 Dudley Boulevard
>
> McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590



From: Sharilyn.Warta
Sent: Friday, September 27, 2024 2:37 PM
To: Melissa Roberson <melissa.roberson@hccts.org>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: Notice of Concern Facilities

Thank you for clarifying.

Shari Warta

Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590



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Sent: Friday, September 27, 2024 2:35 PM

To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: Re: Notice of Concern Facilities

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Project Manager

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Melissa



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a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members
Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary;
Sonja Cameron, Corporate Treasurer; Rickey Jones,
Mellonie Yang, Mary DeChance, Mike Reid
Executive Director
Bill McGuire

Board Meeting Agenda

Call-in Number: +1 669 900 6833
Meeting ID: 820 0260 9095

DATE & TIME: **Thursday, October 3, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

A. CALL TO ORDER AND ROLL CALL

B. ADOPTION OF THE AGENDA

C. FLAG SALUTE

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

Anyone may address the Board regarding any item within the Board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the Board regarding any item not listed on the agenda. These presentations are limited to 3 minutes, and the allotted time will not exceed (30) thirty minutes.

E. ACTION ITEMS

1. Contract Approval
   Request the Board to approve contracts over $100,000. The Executive

Director recommends approval.

2. 2024-25 HCCTS Employee Handbook
Request the Board to approve the 2024-25 Employee Handbook. The Executive Director recommends approval.

3. 2024-25 HCCTS Locations Approval
Request the Board to approve the 2024-25 HCCTS Locations. The Executive Director recommends approval.

Supporting documentation was added on October 1, 2024.

F. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

Supporting documentation will be added before the board meeting.

1. Adoption of Minutes
Copies of the minutes of each regular or special meeting of the Board of Directors shall be distributed to Board members with the agenda for the next regular meeting, or as soon as reasonably possible.

Regular Board Meeting Minutes - September 19, 2024

Board Retreat Minutes - August 24, 2024 - Added on October 1, 2024.

2. Adoption of Job Descriptions
The Executive Director has reviewed and recommended the following job descriptions for approval.

Chief Business Official

Alumni External Relations Specialist - Added on October 1, 2024

3. Approval of 2024-25 Leases
Approve the leases for FY 2024-25 over the amount of $250,000.

3237 Peacekeeper Way, McClellan, California 95652

4. Approval of LCAP Changes

Approve the changes as recommended by SCOE and TRUSD.

Supporting documentation was added on October 1, 2024.

5. Adoption of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

5144.1 BP Suspension and Expulsion

5125 BP Student Records

6158 BP Independent Study

6. Removal of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

5111.1 BP Attendance Jurisdiction

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

The first reading of new and revised board policies is a discussion item only. These policies will be brought back at a later meeting for Board action.

3516 BP School Safety - Emergency Preparedness

6000 BP Instruction: Aims, Concepts, and Roles

4112.9 BP Employee Notifications

4119.23 BP Unauthorized Release of Confidential/ Privileged Information

9270 BP Conflict of Interest Code - Added on October 2, 2024

Bylaws revision as it pertains to the Conflict of Interest Code - Added on October 2, 2024

H. INFORMATION FOR DISCUSSION

1. Employee Benefits Renewal
Adam Miller and Katie Call with HUB will present the 2025 Employee Benefits Renewal package to the Board.

2. Workforce Solutions Update
Director of Workforce Solutions Lars Jorgensen will provide the Board with an update on workforce solutions.

Supporting documentation was added on October 2, 2024.

3. School Safety Plan for Grand Avenue

Safety Generalists Andrew Correa and Tony Torres will present the School Safety Plan for Grand Avenue.

I. BOARD COMMENTS

J. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

Anyone may address the Board regarding any item on the agenda prior to the Closed Session. Interested persons must submit a request, which is available in card form, before the commencement of the Board Meeting. These presentations are limited to 3 minutes.

K. CLOSED SESSION

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])
2. Public Employee Performance Evaluation (Gov. Code Section 54957(b)(1).)(Executive Director)

L. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

M. NEXT MEETING : October 17, 2024 at 2:00 pm

N. ADJOURNMENT

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283. If you need a copy of the agenda or any attachments, please contact Natasha Lutsik at (916) 844-2283 or via email at natasha.lutsik@hccts.org.


"IT'S NEVER TOO LATE..."
2024 - 2025
HCCTS Locations Approval
HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Identify Stakeholders for New Site

- A current partner
- Property Managers
- DHA or SETA
- Community Leaders
- Student or staff voice

How Does a Site Qualify for Expansion?

- Use Academic team and enrollment numbers to determine additional space needed
- Classroom sizes are near capacity
- Increase in overall site enrollment
- School ancillary programs are needed
- Use data to establish enrollment growth quarterly
- Track enrollment and attendance trends during the year
- Look for areas of growth with refugee settlement
- Use our partners for settlement information

Where To Open a New Site

- Contact current partners for input
- Student and staff input
- Overcrowding at current site
- Contact Community Leaders
- Partner with new community programs
- Use splatter maps to determine where our students reside

Site Opening Process

- Determine: square footage needed, academic needs (expected # of students and staffing), site safety, parking, ancillary programs, classrooms, office space, site condition including HVAC, electrical, plumbing, flooring and tenant improvements if needed.
- Legal qualifications assessed for a new school site (Fire, Occupancy, Zoning, Permitting, Ca. Ed Code, etc.)
- Approved by HCCTS Board of Directors then notify TRUSD of intent
- Facilities team tour to determine site needs
- Facilities team to introduce timeline for estimated opening date after receiving HCCTS Board of Directors approval and TRUSD approval
    a. Week 1 - assessment, scope of work identified, contract negotiation
    b. Week 2 - tenant improvements start, all departments begin prep, ordering of all equipment, furniture, signs etc.
    c. Week 3,4 - confirmation of tenant improvements completed, all departments completion of work, furnish site
    d. Week 4,5 - Open site

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Site Opening Process

- Contract negotiation
- Contract start date (taking into consideration for Tenant Improvements)
- Secure: supplies, furniture, IT equipment, marketing, custodial needs, custodial service, security
- Estimate site budget including lease costs, staffing, utilities ,custodial and security
- If a site needs minimal tenant improvements (paint, floor etc.) it can be available for class in 2-5 weeks. With extensive tenant improvements it may take several months to open

Adding Additional Space at a Current Site

- Facilities team to meet and discuss needs for adding space including all legal qualifications
- Approved by HCCTS Board Of Directors then notify TRUSD of intent
- Identify tenant improvements if needed
- Contract negotiation
- Facilities Team introduced to needs
- Create a timeline for estimated opening date
- Ordering: supplies, furniture, IT equipment, marketing, custodial needs, custodial service, security
- Estimated budget for monthly and yearly costs: including lease, staffing, utilities , custodial, security, etc.
- With space being in an existing site, we anticipate opening within 2-5 weeks.

Determine Reason for Site Closing

- HCCTS, current partner or site owner failure to renew lease
- Current Partner or HCCTS uses 30 day out
- Structure is in disrepair
- Facility condition
- Consolidation of sites
- Fiscal constraints
- Enrollment/ADA in decline
- Cost is not consistent with appraisal comps
- Lease increase

Site Closing Process

- Contact all stakeholders of intentions
- Approved by HCCTS Board Of Directors then notify TRUSD of intent
- Leadership will confer with Facilities Director for closure date
- Notice of closure sent to property owner
- Facilities Team Director coordinates closing with all departments including, IT, maintenance, marketing, safety, academics, finance, SORS, custodial and warehousing
- Facilities walkthrough when vacated

Charter Wide Sites

Charter Educational Sites:

HCCS Sites 29

CICA Sites 8

HCCS and CICA Shared Sites 11

CTE 5

Total Charter Educational Sites: 53

Non-Educational Sites:

Administration 10

Other 7

Total Non-Educational Sites: 17

HCCS

	Site Name	Site Address	Administration	Students	Staff	ADA Jul-2024	Enrollment Jul-2024	ADA Aug-2024	Enrollment Aug-2024	Lease	Estimated Cost	Lease End Date	Notes
1	24th Street	7720 24th Street, Sacramento, CA 95832	☐	☑	1	31	116	55	143	Click Here	$387,380.00 - Contract Life	6/3028	
2	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	☐	☑	5	114	216	123	215	Click Here	$221,200.00 - Contract Life	8/31/25	
3	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	☐	☑						In Process	$37,824.00 - Contract Life		Inactive
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	☑	☑	3					Click Here	Included in Admin section	7/31/25	
5	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	☐	☑	3	124	226	150	263	Click Here	$125,280.00 - Contract Life	08/31/2025	
6	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	☐	☑	22	731	1,544	804	1,453	Click Here	$512,004.00 - Contract Life	06/30/2025	
7	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	☐	☑	18	535	1,051	593	1,085	In Process	$164,130.80 - Contract Life		
8	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	☐	☑	8	210	788	206	695	Click Here	$526,241.50 - Contract Life	M-M	
9	Folsom 2	9555 Folsom Blvd, Suite E, F, G, I, & J Sacramento, CA 95827	☐	☑	6	160		179		In Process	$370,291.44 - Contract Life		
10	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	☐	☑	1	15	216	17	226	Click Here	$186,000.00 - Contract Life	6-30-24	In process
11	Garden Grove 2	14361 Euclid Street, Suite 3C & 3D, Garden Grove, CA 92843	☐	☑	2	69		67		Click Here	$93,500.00 - Contract Life	2/28/25	
12	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	☐	☑	2		188	67	223	Click Here	$67,250.00 - Contract Life	08/31/2025	
13	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	☐	☑	1	28		39		Click Here	$15,552.00 - Contract Life	9/30/25	
14	Hillsdale	5655 Hillsdale Blvd, Suite 1, 9, &, 16 Sacramento, CA 95842	☐	☑	17	358	684	359	612	Click Here	$1,750,522.08 - Contract Life	11/30/27	
15	Howe Avenue	1111 Howe Avenue, #550 & #645, Sacramento, CA 95825	☐	☑	20	245	645	296	605	Click Here	$2,877,3628.00 - Contract Lif	8/30-26	
16	Hurley	3205 Hurley Way, Sacramento, CA 95864	☐	☑	12	184	325	221	372	In Process	$1,096,687.40 - Contract Life		
17	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	☐	☑			132	184	116	193	Click Here	$120,000.00 - Contract Life	08/30/2025
18	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	☐	☑	3						$149,499.00 - Contract Life	6/30/26	
19	Maple	3301 37th Avenue, Sacramento, CA 95824	☐	☑	4	86	888	124	893		$105,600.00/ YR	M-M	
20	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	☐	☑	5	128	450	162	395	In Process	$223,840.00 - Contract Life		
21	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	☐	☑	5	85		77		In Process	$92,295.00 - Contract Life		
22	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	☐	☑	2	60	364	73	304	Click Here	$287,755.68 - Contract Life	1/31/26	
23	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	☐	☑	2	107		92			$136,525.08 - Contract Life	1/31/26	
24	Oxnard	328 West Third Street, Oxnard, CA 93030	☐	☑	2	40	86	56	90	Click Here	$169,101.00 - Contract Life	11/30/25	
25	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	☐	☑	2					Click Here	$200,067.72 - Contract Life	12/31/26	
26	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	☐	☑	2	32	46	36	47	In Process	$141,164.88 - Contract Life		
27	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	☐	☑	2	31	73	41	83		$445,208.00 - Contract Life	6/30/28	
28	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	☐	☑	2	8	40	25	83	Click Here	$126,708.80 - Contract Life	9/30/26	
29	Peacekeeper	3237 Peacekeeper way, Building 200 Suite 202 McClellan, CA 95652	☐	☑						Click Here			New site

CICA

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Notes
1	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	☐	☑	2			Click Here	$96,000.00 - Contract Life	08/31/2025	
2	Fair Oaks 2	6110 Fair Oaks Blvd, #B Carmichael, CA 95698	☑	☐	1			Click Here	Included in A and C Contract	12/31/26	
3	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	☐	☑	3				$1,220,582.00 - Contract Life	3/31/28	
4	Howe Avenue	1111 Howe Avenue Suites #610 and #630 Sacramento, CA 95825	☑	☑	25				Included in HCCTS Contract	3/31/27	
5	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827	☐	☑	1			Click Here	In Kind	06/30/2025	
6	O Street	1326 O Street, Sacramento, CA 95814	☐	☑	1			Click Here	$120,000.00 - Contract Life	8/15/33	
7	Rosemont (Saint John's)		☐	☑	1			In Process	$50,000.00 - Contract Life		
8	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	☐	☑	1				In Kind		

TwinRivers
UNIFIED SCHOOL DISTRICT

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To inspire each student to extraordinary achievement every day

October 16, 2024

Via Email

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

RE: Notice of Concern/Request for Information
10/3/24 HCCTS Board Presentation - Site Location Discrepancies

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS" or "Charter School") and California Innovative Career Academy (CICA) operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS' compliance with its approved Charter, the Memorandum of Understanding between the District and HCCS regarding the Charter School's operations and oversight, and laws applicable to the Charter School's operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

During the October 3, 2024, HCCTS Board meeting a presentation entitled "2024-25 HCCTS Locations Approval" was given. The PowerPoint presentation (see enclosure) included multiple site/location discrepancies from the approved sites listed in MOU Amendment No. 3 for CICA and HCCS.

Specifically, on slides 11 and 12 of the PowerPoint, HCCTS included a total of six (6) locations which CICA is currently operating without District approval. According to the MOU Amendment No. 3, these six locations were designated for HCCS only. Through enrollment reports, HCCTS has indicated that all six of these sites have had enrolled students since as far back as July 2024.

Additionally, on slide 13 of the aforementioned presentation, HCCTS included three (3) CTE locations that are not included in the current MOU Amendment No. 3. The District was not aware of these CTE locations.

At the beginning of the presentation, you stated that this item was "…an attempt to re-approve and ensure that we're disclosing every location that we are at…". The District is alarmed at this statement, as it alludes to the potential that HCCTS is operating at sites that have not been disclosed and/or approved by the District.

When discussing Slide 11, entitled "CICA", the presenter stated, "This slide represents our current charter-wide sites that we currently hold." Of the sites listed on this slide, three (3) have been approved for HCCS in the MOU Amendment No. 3, not CICA. A cross-reference of these three sites with HCCTS enrollment reports reveals that CICA has enrolled students at all three of these HCCS locations:

1. Del Paso 2, 3730 Marysville Blvd, Sacramento, CA 95838
    a. Enrollment reports reflect 16 CICA students enrolled in July 2024, and 15 CICA students enrolled in August and September 2024.
2. Fair Oaks 2, 6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608
    a. Enrollment reports reflect 1 CICA student enrolled in July 2024, and 15 CICA students enrolled in August and September 2024.
3. SHRA – Marina Vista, 30 Seavey Circle, Sacramento, CA 95818
    a. Enrollment reports reflect 19 CICA students enrolled in August 2024 and 22 CICA students enrolled in September 2024.

Slide 12 of the presentation, entitled "HCCS & CICA Shared Sites" included an additional three locations, which were approved for HCCS in the MOU Amendment No. 3, not CICA. A cross-reference of these three sites with HCCTS enrollment reports reveals that CICA has enrolled students at all three of these HCCS locations:

1. Auburn 2, 7817 Old Auburn Road, Citrus Heights, CA 95610
    a. As a note, the site at this address is titled "Old Auburn" in the MOU Amendment No. 3.
    b. Enrollment reports reflect 16 CICA students enrolled in July 2024, 30 CICA students enrolled in August 2024, and 34 CICA students enrolled in September 2024.
2. Norwood, 431 Hayes Avenue, Sacramento, CA 95838
    a. Enrollment reports reflect 25 CICA student enrolled in July 2024, 29 CICA students enrolled in August 2024, and 28 CICA students enrolled in September 2024.
3. Oak Park, 2520 33rd St, Sacramento, CA 95817
    a. Enrollment reports reflect 113 CICA students enrolled in July 2024, 202 CICA students enrolled in August 2024, and 218 CICA students enrolled in September 2024.

Slide 13 of the presentation, entitled "CTE Programs" included an additional three locations that are not listed in the MOU Amendment No. 3 and for which the District has no knowledge. A cross-reference of these three sites with HCCTS enrollment reports also revealed that HCCTS has enrolled students at two of the three locations.

1. Mixed Institute, 5950 Florin Rd., Unit 103, Sacramento, CA 95823
    a. Enrollment reports reflect 6 CICA student enrolled in July, August and September 2024. The reports also indicate that there were 2 HCCS students enrolled in July

2024, 5 HCCS student in August 2024, and 4 HCCS students enrolled in September 2024.

2. Federico, 1515 Sports Drive, Sacramento, CA 95834
    a. Enrollment reports reflect 4 CICA student enrolled in July 2024, and 2 CICA students enrolled in August and September 2024. The reports also indicate that there were 9 HCCS students enrolled in July 2024, and 12 HCCS student in August and September 2024.
3. Unitek, 4330 Watt Ave, Sacramento CA
    a. No student enrollments reported.

Additionally, on September 17, 2024 and again on October 1, 2024, Sharilyn Warta from the District emailed Melissa Roberson at HCCTS requesting clarification regarding discrepancies between the 2023-24 and 2024-25 enrollment reports and the sites that were listed in the reports. While Ms. Roberson has indicated that she will follow-up with us about this, the District is including that request as part of this Notice of Concern/Request for information.

1. **CICA Sites from 10/3/24 Board Presentation (Slides #11 & 12)**

Action Needed:

- Explain the discrepancies between the CICA sites listed in the MOU Amendment No 3 and the six (6) locations that HCCTS stated are currently being used for CICA. Include in your explanation the reason(s) that HCCTS enrolled CICA students at these locations without a material revision request or advanced notification to the District of this material change to the charter.

2. **CTE Programs from 10/3/24 Board Presentation (Slide #13)**

Action Needed:

- Explain the discrepancies between the sites listed in the MOU Amendment No 3 and the three (3) locations that HCCTS stated are currently being used for CTE. Include in your explanation the reason(s) that HCCTS is operating at locations that are not listed in the MOU Amendment No. 3 and for which the District has no knowledge.

3. **Enrollment Reports**

Action Needed:

- Explain the discrepancies between the sites listed in the 2023-24 and 2024-25 enrollment reports and the approved sites listed in the MOU Amendment No 3.
- Provide a list of addresses for each site listed in the enrollment reports.
- Submit an updated enrollment report for CICA for the 2023-24 school year and include a breakdown by site.

The District requests that HCCTS respond to the items listed above by no later than 5:00 PM on November 14, 2024. Your response should be directed to the District for my attention.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:

2024-25 HCCTS Locations Approval PPT, dated October 3, 2024
2024-25 HCCS Enrollment Reports
2024-25 CICA Enrollment Reports
2023-24 CICA and HCCS Enrollment Reports

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HCCS & CICA SHARED SITES

	Site Name	Site Address	Administration	Students	CICA	Staff	ADA Jul-2024	Enrollment Jul-2024	ADA Aug-2024	Enrollment Aug-2024	Lease	Estimated Cost	Lease End Date	Notes
1	Auburn	4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841	☐	☑	☑	10	91	490	107	561	Click Here	$338,564.88 - Contract Life	4/30/26	
2	Auburn 2	7817 Old Auburn Road, Citrus Heights, CA 95610	☐	☑	☑	11	52		141		Click Here	$522,432.00 - Contract Life	12/31/28	
3	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	☐	☑	☑	6	95	171	112	198	In Process	$538,596.00 - Contract Life		
4	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	☑	☑	☑	65	340	1,020	468	1,242		District's Site		
5	Industrial	8180 Industrial Parkway, Sacramento, CA 95824	☑	☑	☑	7					Click Here	$1,620,492.00 - Contract Life	9/30/28	
6	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	☐	☑	☑	15	298	888	327	893	Click Here	$1,200,216.00 - Contract Life	6/30/28	
7	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	☐	☑	☑	20	480	1,091	631	1,066	Click Here	$825,676.68 - Contract Life	4/30/28	
8	Marysville	715 C Street, Marysville, CA 95901	☐	☑	☑	5	33	70	39	51	Click Here	$523,968.00 - Contract Life	6/30/28	
9	Norwood	431 Hayes Avenue, Sacramento, CA 95838	☐	☑	☑	2	2	28	7	21	Click Here	$54,000.00 - Contract Life	8/31/25	
10	Oak Park	2520 33rd St, Sacramento, CA 95817	☑	☑	☑	15	42	139	20	84	Click Here	$1,396,368.00 - Contract Life	6/30/28	
11	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	☐	☑	☑	12	179	413	200	409	Click Here	$1,154,082.00 - Contract Life	6/30/28	

CTE PROGRAMS

No	Site Name	Site Address	Students
1	Mixed Institute of Barber & Cosmetology	5950 Florin Rd Unit 103 Sacramento, CA 95823 United States	☑
2	Federico	1515 Sports Drive, Sacramento, CA 95834	☑
3	Unitek (Medical Assistant)	4330 Watt Ave, Sacramento CA	☑
4	Asher College (Career Training)	1215 Howe Ave, Sacramento CA	☑
5	Advance Beauty College	10121 Westminster Ave, Garden Grove CA	☑

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ADMINISTRATION

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Note
1	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse/ Receiving)	☑	☐	15			Click Here		02/29/2028	
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (23X Studio)	☑	☐	4			Click Here		02/29/2028	
3	Capitol Mall	555 Capitol Mall, #550, #725, #735, Sacramento, CA 95814	☑	☐	25			Click Here	$1,696,324.07 - Contract Life	9-30/27	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	☑	☑	6			Click Here		9/30/27	
5	Fair Oaks 2	6110 Fair Oaks Blvd, #A, # C Carmichael, CA 9560i	☑	☐	7			Click Here	$265,665.00 - Contract Life	12/31/26	
6	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	☑	☑	55				District Site		
7	Hillsdale	5655 Hillsdale Blvd, Suite 11 &, 16 Sacramento, CA 95842	☐	☑	30			Click Here	Included in 1, 9 & 11	11/30/27	
8	Howe Avenue	1111 Howe Avenue, #115, #445, #455, #505, #555, #575, #595, #610, #630, & #655, Sacramento, CA 95825	☑	☑	135			Click Here	Included in HCCTS	3/31/27	
9	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse/ Receiving)	☑	☐	TBD			Click Here	$651,420.00 - Contract Life		Opening 10-1-24
10	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101	☑	☐	1			Click Here	$185,454.00 - Contract Life		2/28/26

OTHER LOCATIONS

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Notes
1	Arden	901 Arden Way, Sacramento, CA 95815 **(Warehouse/ Receiving)**	☑	☐	15			Click Here	$1,151,947.26 - Contract Life	02/29/2028	
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 **(23X Studio)**	☑	☐	4			Click Here		02/29/2028	
3	Fair Oaks	2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825 **(CTE Salon)**	☐	☐	3			Click Here	$208,205.80 - Contract Life	09/31/2025	
4	Fair Oaks	2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825 **(23X Studio)**	☐	☐	3			Click Here		08/31/2025	
5	Fair Oaks	2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825 **(Highlands Wellness Center)**	☐	☐	8			Click Here	$508,239.24 - Contract Life	08/31/2026	
6	Hillsdale	5655 Hillsdale Blvd, Suite 18 Sacramento, CA 95842 **(Highlands Wellness Center)**	☐	☐	2			Click Here	Included in 1, 9, & 11		
7	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 **(Warehouse/ Receiving)**	☑	☐	TBD			Click Here	Included in Administration	11/14/28	Opening 10-1-24

Master Sites List for Board Approval

No	Site Name	Site Address	Dublicate Site
		HCCS	
1	24th Street	7720 24th Street, Sacramento, CA 95832	
2	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	
3	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	x
5	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	
6	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	
7	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	
8	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	
9	Folsom 2	9555 Folsom Blvd, Suite E, F, G, I & J, Sacramento, CA 95827	
10	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	
11	Garden Grove 2	14361 Euclid Street, Suite 3C & 3D, Garden Grove, CA 92843	
12	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	
13	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	
14	Hillsdale	5655 Hillsdale Blvd, Suite 1, 9, &, 16 Sacramento, CA 95842	
15	Howe Avenue	1111 Howe Avenue, #550 & #645, Sacramento, CA 95825	
16	Hurley	3205 Hurley Way, Sacramento, CA 95864	
17	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	
18	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	
19	Maple	3301 37th Avenue, Sacramento, CA 95824	
20	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	
21	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	
22	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	
23	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	
24	Oxnard	328 West Third Street, Oxnard, CA 93030	
25	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	
26	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	
27	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	
28	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	
29	Peacekeeper	3237 Peacekeeper way, Building 200 Suite 202 McClellan, CA 95652	

No	Site Name	Site Address	Dublicate Site
		CICA	
1	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	
2	Fair Oaks 2	6110 Fair Oaks Blvd, #B Carmichael, CA 95698	
3	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	
4	Howe Avenue	1111 Howe Avenue Suites #610 and #630 Sacramento, CA 95825	
5	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827	
6	O Street	1326 O Street, Sacramento, CA 95814	
7	Rosemont (Saint John's)		
8	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	
		HCCS & CICA	
1	Auburn	4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841	
2	Auburn 2	7817 Old Auburn Road, Citrus Heights, CA 95610	
3	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	
4	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	
5	Industrial	8180 Industrial Parkway, Sacramento, CA 95824	
6	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	
7	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	
8	Marysville	715 C Street, Marysville, CA 95901	
9	Norwood	431 Hayes Avenue, Sacramento, CA 95838	
10	Oak Park	2520 33rd St, Sacramento, CA 95817	
11	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	

Master Sites List for Board Approval

No	Site Name	Site Address	Dublicate Site
		CTE Programs	
1	Mixed Institute of Barber & Cos	5950 Florin Rd Unit 103 Sacramento, CA 95823 United States	
2	Federico	1515 Sports Drive, Sacramento, CA 95834	
3	Unitek (Medical Assistant)	4330 Watt Ave, Sacramento CA	
4	Asher College (Career Training	1215 Howe Ave, Sacramento CA	
5	Advance Beauty College	10121 Westminster Ave, Garden Grove CA	
		Administration	
1	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse/ Receiving)	x
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (23X Studio)	x
3	Capitol Mall	555 Capitol Mall, #550, #725, #735, Sacramento, CA 95814	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	x
5	Fair Oaks 2	6110 Fair Oaks Blvd, #A, # C Carmichael, CA 9560i	
6	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	
7	Hillsdale	5655 Hillsdale Blvd, Suite 11 &, 16 Sacramento, CA 95842	
8	Howe Avenue	1111 Howe Avenue, #115, #445, #455, #505, #555, #575, #595, #610, #630, & #655, Sacramento, CA 95825	
9	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse/ Receiving)	
10	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101	
		Other	
1	Arden	901 Arden Way, Sacramento, CA 95815 **(Warehouse/ Receiving)**	x
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 **(23X Studio)**	x
3	Fair Oaks	2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825 **(CTE Salon)**	
4	Fair Oaks	2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825 **(23X Studio)**	
5	Fair Oaks	2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825 **(Highlands Wellness Center)**	
6	Hillsdale	5655 Hillsdale Blvd, Suite 18 Sacramento, CA 95842 **(Highlands Wellness Center)**	
7	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 **(Warehouse/ Receiving)**	

Closing Site List for Board Approval

No	Site Name	Site Address	Notes
1	American River	3600 American River Drive #280, Sacramento, CA 95864	Vacant/ Seeking Sublease
2	El Camino	4813 El Camino Avenue, Suite A & C Carmichael, CA 95608	Underutilized
3	Marysville 2	1431 C St, Marysville, CA 95901 (It's Never Too Late Stadium)	Inactive
4	South Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	Inactive

Contributors:

Disa Cameron

Von Allen

Matthew Lemos

Isabel Amezcua

Lee Farrand

Waisuddin Akhondzada

Rich Henning

Data Resource:

Powerschool

Finance

Facilities

Student Onboarding and Records

HCCTS CTE programs

California Building Code (CBC)

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members

Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary; Sonja Cameron, Corporate Treasurer; Rickey Jones, Mellonie Yang, Mary DeChance, Mike Reid, Sondra Betancourt, LEA

Executive Director

Bill McGuire

Board Meeting Minutes

DATE & TIME: **Thursday, October 17, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

Page

A. CALL TO ORDER AND ROLL CALL

Corporate President Ernie Daniels called the meeting to order at 2:00 pm.

Present: Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, Mike Reid

Absent: Sonja Cameron, Rickey Jones

B. ADOPTION OF THE AGENDA

A motion was made to adopt the agenda and to move the second consent agenda item to action item #4.

Moved by: Mike Reid
Seconded by: Mary DeChance

Aye Ernie Daniels, Sharon Rocco, Matt Powers,

Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

C. FLAG SALUTE

Led by Mary DeChance.

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

There were no comments addressed to the Board.

E. ACTION ITEMS

1. **Contract Approval** 6

A motion was made to approve the RPC and Create Neptune contracts. 6

Moved by: Mike Reid
Seconded by: Sharon Rocco

Aye	Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

2. **2024-25 Salary Schedule** 7 - 10

No motion was made. 7 - 10

Aye	Ernie Daniels, Sharon Rocco, Mellonie Yang, Mary DeChance, and Mike Reid
Abstain	Matt Powers

Void 5-0

3. **Revision of Bylaws** 11

A motion was made to approve the revision of Bylaws as it pertains to the Conflict of Interest Code. 11

Moved by: Mike Reid

Seconded by: Mellonie Yang

Aye Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

4. Adoption of Job Descriptions 12 - 13

DASS Coordinator

A motion was made to adopt the job description. 12 - 13

Moved by: Mike Reid
Seconded by: Mary DeChance

Aye Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

F. CONSENT AGENDA ITEMS

The Board approved the consent agenda items.

A motion was made to approve the consent agenda.

Moved by: Matt Powers
Seconded by: Ernie Daniels

Aye Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

1. Adoption of Minutes 14 - 18

Regular Board Meeting - Oct 03 2024 - Minutes - Html -
Added on October 16, 2024.

2. Adoption of Board Policies 19 - 29

3516 BP School Safety - Emergency Preparedness

4112.9 BP Employee Notifications

4119.23 BP Unauthorized Release of Confidential/Privileged Information

6000 BP Instruction: Aims, Concepts, and Roles

9270 BP Conflict of Interest Code

3. Approval of 2024-25 HCCTS Locations — 30 - 31
Approve the site list for SY 2024-25

4. Approval of Collaborative Circles Initiative Code of Conduct and Facilitator Agreement — 32 - 35
Collaborative Circles Initiative Code of Conduct

Facilitator Agreement

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

4119.11 BP Policy Against Sexual Harassment and Discrimination (Remove)

4119.12 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

5145.71 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

H. INFORMATION FOR DISCUSSION

1. **Enrollment Update** — 71 - 77
Chief Business Official (CBO) Matthew Lemos provided the Board with an update on the Census Day Enrollment Report.

2. **HR Update** — 78 - 90
Director of HR Jasmine Gibbs presented an HR update to the Board.

3. **WASC Update** — 91 - 99
Director of Accountability & Assessment Melissa Roberson updated the Board with a WASC update.

4. **CTE Update** — 100 - 131
Director of CTE Lee Farrand provided the Board with a CTE

report.

5. 2025 Board Meeting Calendar

   The Board discussed the changes they would like to propose for the 2025 Board Meeting Calendar.

6. **Organizational Chart Update** 132 - 138

   Deputy Directors and CBO provided the Board with an update on the organizational chart.

I. BOARD COMMENTS

The Board concluded by expressing appreciation for all the presentations. Board President Ernie Daniels highlighted Mellanie Yang for her hard work and dedication.

J. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

No public comments were made regarding the closed session.

K. CLOSED SESSION

Corporate President Ernie Daniels recessed the open session at 3:47 PM.

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])

L. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

Corporate President Ernie Daniels announced at 4:30 PM that no action was taken during the closed session.

M. NEXT MEETING: November 7, 2024 at 2:00 pm

N. ADJOURNMENT

The Board meeting was adjourned at 4:30 pm.

Ernie Daniels

Board Chair

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St.** | 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave.** | 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St.** | 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd.** | 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy.** | 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave.** | 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr.** | 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave.** | 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St.** | 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms** | 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave.** | 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St.** | 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way** | 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln.** | 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave.** | 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St.** | 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way** | 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd.** | 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St.** | 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St.** | 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave.** | 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St.** | 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd.** | 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd.** | 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd.** | 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*
4. **O St.** | 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont** | *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle** | 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd.** | 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St.** | 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd.** | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd.** | 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*

6. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave.** | 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave.** | 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy.** | 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave.** | 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd.** | 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave.** | 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy.** | 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
   **CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College** | 10121 Westminster Ave., Garden Grove, CA
2. **Asher** | 1215 Howe Ave., Sacramento, CA 95834
3. **Federico** | 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed** | 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek** | 4330 Watt Ave., Sacramento, CA
   **CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave.** | 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr.** | 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
3. **Arden Way** | 901 Arden Way, Sacramento, CA 95815 *(Warehouse/Receiving) (Previously Arden)*
4. **Boxwood St.** | 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd.** | 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **El Camino** | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
2. **Fair Oaks 2** | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
3. **Folsom 2** | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
4. **Marysville 2** | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
5. **S. Lake Tahoe** | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

August 15, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Facility/Location Changes and MOU Compliance

Dear Ryan DiGiulio, Chief Business Official

We have prepared the following response to the notice of concern dated August 5, 2024 regarding facility and location changes and MOU compliance.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

MOU Compliance: Peacekeeper Way
On June 5, 2024 HCCTS emailed TRUSD regarding Peacekeeper Way. Peacekeeper Way was also discussed in two phone calls with subsequent written communication via email. In the email it was expressed that HCCTS' previous leases at 3144 Palm Street, Building 826, McClellan Park, CA 95652 and 5411 Luce Avenue, Unite 242, McClellan Park, CA 95652 were set to expire on June 30, 2024 without the option to renew, therefore a search was undertaken for the purpose of relocating classrooms, and 3237 Peacekeeper Way, McClellan Park, CA 95652 was selected.

Hillsdale
HCCTS first secured a lease agreement with the Hillsdale site on August 2, 2022 Hillsdale has been serving students for the past two years and continues to provide classes to students during the 2023-2024 school year. On August 1, 2023, HCCTS expanded the Hillsdale site to meet the growing need for additional office space to accommodate a dedicated marketing office, the Brain Team, CICA office, and a Student Wellness Center.

Howe Avenue
On June 30, 2017, HCCTS secured a lease agreement with the site located at 1111 Howe Avenue. Since then, our students have been attending classes there for 7 years. In 2019, 2021 and 2024, we added additional suites to expand our offices, as new space was needed for our increased number of employees and departments. *All the new suites were opened at an approved location.*

Below are the office spaces that were added:

Suite	Date	Purpose
#115	8/1/2017	Admin space
#445	04/01/2024	Student Services
#455	04/01/2024	Student Services
#505	04/01/2024	HCCS Academics
#550	04/01/2024	HCCS Classroom
#555	04/01/2024	CTE & EI Principals and

		CTE Project Coordinators
#575	04/01/2024	Student Onboarding and Records Department
#595	04/01/2024	Community Schools
#610	04/01/2024	CICA
#630	08/01/2021	CICA Admin space
#645	04/01/2024	Accountability and Assessment Department
#655	11/1/2019	HCCS Classes

HCCTS agrees to provide written notification to the District 30 days in advance of any proposed facility changes so that the District may evaluate whether any proposed actions may constitute a material revision to the charter.

Oakland Site Closures
On April 1, 2024, HCCTS provided a 30-day notice to Kathy Chao Rothberg regarding the termination of the MOUs for the locations at 2325 E. 12th Street, Oakland, CA 94601, and 8484 Edes Avenue, Oakland, CA 94621. The last effective day of this agreement was Tuesday, April 30, 2024.

HCCTS was unable to supply 30-day advance notice of the closures of the locations at 2325 E. 12th Street, Oakland, CA 94601 and 8484 Edes Avenue, Oakland, CA 94621 to TRUSD. These locations were leased on a monthly basis in partnership with Lao Family to provide services to ELD students. In the process of renegotiating the lease, Lao Family asked for a substantial increase in the lease amount. These locations had historically drawn low attendance. Consequently, it became fiscally irresponsible to continue leasing these locations.

Moving Forward 2024-2025
Highlands Community Charter School will continue to improve in the area of communication as it relates to opening and closing sites in seeking TRUSD approval. Attached you will find MOUs for Hillsdale, Howe, and sites in Oakland.

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SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is effective as of 8/1/2023, 2023 and is entered into by and between Olivewood Group, a California general partnership ("Landlord") and Highlands Community Charter and Technical Schools ("Tenant").

Recitals

A. Tenant and Landlord have previously entered into that certain Lease dated as of August 2, 2022, as amended by First Amendment to Lease dated as of November 7, 2022, (collectively the "Lease") pursuant to which Tenant leased from Landlord those certain premises known as 5655 Hillsdale Boulevard, Suites 1 and 9, Sacramento, CA 95842, as more specifically set forth in the Lease (collectively the "Premises"). Suite 1 contains 7,000 square feet of gross leasable area and Suite 9 containing approximately 1,716 square feet of gross leasable area. Prior to this Second Amendment, the Premises are deemed to contain 8,716 square feet of gross leasable area

B. Landlord and Tenant have agreed to expand the Premises.

C. The Term of the Lease will expire on September 30, 2025 and the parties wish to extend the Term.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Premises. In addition to Suites 1 and 9, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suites11 and 18, collectively containing approximately 6,883 square feet of gross leasable area ("Expansion Premise"). Commencing on the earlier of (i) ninety (90) days following the date the Expansion Premise is delivered to Tenant or (ii) the day Tenant opens for business in Suites 11 and 18 ("Expansion Commencement Date"), the Premises will be deemed to contain 15,599 square feet of gross leasable area. Exhibit A "Premises" to the Lease is hereby deleted and replaced with the Exhibit A "Premises" attached hereto and by this reference incorporated herein.

3. Landlord's Work. Landlord shall deliver the Expansion Premise in their "as is" condition except that prior to delivery of the Expansion Premise to Tenant, Landlord shall confirm that the HVAC, electrical and plumbing for the Expansion Premise are in good working order. Subject to reimbursement as set forth herein, Tenant shall, in accordance with the provisions of Section 12.2, perform all work necessary to make the Expansion Premises ready for Tenant's Permitted Use ("Tenant's Expansion Work"). Landlord shall provide Tenant with a tenant improvement allowance of up to One Hundred Seventeen Thousand Eleven and No/100 Dollars ($117,011.00) for the Tenant's Expansion Work only, which shall be paid to Tenant within sixty (60) days of Tenant's opening for business at the Expansion Premises, subject to the following conditions precedent: (A) no default shall have occurred hereunder, (B) Landlord's receipt of a written certification from Tenant's architect to Landlord that Tenant's Work is complete, (C) Landlord's receipt of final and unconditional lien waivers from the general

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contractor, any subcontractors, materialmen and suppliers for work completed showing that they have been paid in full and that no liens are claimed, (D) Landlord's receipt of a certificate of occupancy or copy thereof for the Expansion Premises, and (E) Tenant shall provide Landlord with copies of paid invoices for such work and signed off permits for Tenant's Expansion Work. Landlord shall be permitted to inspect the Expansion Premises at any time during normal business hours during the performance of Tenant's Work with reasonable advance notice to Tenant. Tenant is hereby notified, pursuant to the provisions of Civil Code Section 1938, that neither the Expansion Premises nor the building of which the Expansion Premises are a part have undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the Expansion Premises and determine whether the Expansion Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Expansion Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection. Tenant shall pay the cost of making any repairs necessary to correct the violations of construction-related accessibility standards within the Expansion Premises. The Expansion Premises shall be delivered to Tenant upon full execution of this Lease and Landlord shall not be required to provide written notice to Tenant. Tenant shall deliver copies of policies of insurance or certificates thereof for the Expansion Premises (as required under Section 15.1) to Landlord before delivery of the Expansion Premises. Landlord shall not be obligated to deliver possession of the Expansion Premises to Tenant until such items are delivered, but the delivery date shall not be affected or delayed by Landlord's decision not to deliver possession of the Expansion Premises as a result of such failure. Tenant releases Landlord from any claim whatsoever for damages for any delay in delivery of the Expansion Premises to Tenant and this Lease shall not be rendered void or voidable by any such delay.

4. Term. Commencing on the Expansion Commencement Date, the Term of the Lease is shall be extended by forty-eight (48) months ("Expanded Term"). The parties will execute a letter agreement setting forth the new expiration date within ten (10) business days following the Expansion Commencement Date.

5. Minimum Rent. Until the Expansion Commencement Date, Tenant will pay Minimum Rent on Suites 1 and 9 as set forth in the Lease. Commencing on the Expansion Commencement Date, monthly Minimum Rent for the Premises, through the first full twelve (12) months of the Expanded Term shall be Twenty Thousand Two Hundred Seventy-Eight and 70/100 Dollars ($1.30psf) per month, pro-rated for the initial partial month if applicable. Commencing with the thirteenth (13th), twentieth fifth (25th) and thirty-seventh (37th) months of Expanded Term, monthly Minimum Rent for the Premises shall increase to one hundred three percent (103%) of the monthly Minimum Rent for the prior twelve (12) months. Tenant shall pay, Landlord contemporaneously with Tenant's execution of this Second Amendment, monthly Minimum Rent and Landlord's estimate of Tenant's pro rata share of Common Area Expenses, Real Estate Taxes and Landlord's insurance costs in the amount of Eleven Thousand Seven Hundred Sixth-Nine and 93/100 Dollars ($11,769.93) for the Expansion Premise which will be applied to the first month full month of the Expanded Term.

6. Security Deposit. Landlord is currently holding a Security Deposit in the amount of Fourteen Thousand Six Hundred Thirty-Six and 08/100 Dollars ($14,636.08). Tenant shall increase the Security Deposit by paying Landlord, contemporaneously with Tenant's execution

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of this Second Amendment, Eleven Thousand Seven Hundred Sixth-Nine and 93/100 Dollars ($11,769.93) for a total Security Deposit of Twenty-Six Thousand Four Hundred Six and 01/100 Dollars ($26,406.01).

7. Tenant's Pro Rata Share. Notwithstanding anything to the contrary set forth in the Lease, commencing on the Expansion Commencement Date, Tenant's pro rata share of Common Area Expenses, Tenant's pro rata share of Real Property Taxes and Tenant's pro rata share of insurance maintained by Landlord shall be 29.63%.

8. Permitted Use. In addition to the Permitted Use set forth in the Lease, Tenant shall be permitted to use Suite 18 to operate a student only fitness center.

9. Signs. Tenant shall be permitted, at Tenant's sole cost and expense, to install signage on the Expansion Premise as permitted in the Lease.

10. Representations and Warranties of Tenant. As a material inducement to Landlord to enter into this Second Amendment, Tenant represents and warrants to Landlord that as of the date of this Second Amendment:

(a) No Default. To Tenant's knowledge, here are no defaults by Landlord or Tenant under the Lease and no circumstance has occurred which, but for the expiration of an applicable grace period, would constitute a default by Landlord or Tenant under the Lease. Tenant has no defense or right of offset under the Lease.

(b) Authority. Tenant has full right, power and authority to enter into this Second Amendment. This Second Amendment and the Lease are binding obligations of Tenant, enforceable in accordance with their terms.

(c) No Assignment. Tenant is the sole lawful tenant under the Lease and Tenant has not sublet, assigned or otherwise transferred any of the right, title or interest of Tenant under the Lease or arising from its use or occupancy of the Premises, and no other person, partnership, corporation or other entity has any right, title or interest in the Lease or the Premises or the right to occupy or use all or any part of the Premises.

11. Amendment to Lease. This Second Amendment represents the entire agreement between Landlord and Tenant regarding the subject matter contained in this Second Amendment and there are no other terms, obligations, covenants, representations, statements or conditions oral or otherwise of any kind whatsoever between the parties regarding the subject matter contained in this Second Amendment except as set forth in this Second Amendment. No amendment or modification to this Second Amendment shall be effective unless it is in writing and executed by both Landlord and Tenant. All references to the term "Lease" in this Second Amendment and the Lease shall mean the Lease as amended by this Second Amendment. Except as expressly modified by the terms of this Second Amendment, the Lease remains unchanged and in full force and effect.

12 Counterparts. This Second Amendment may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Tenant and Landlord have executed this Second Amendment as of the date first written above.

LANDLORD: Olivewood Group, a California general partnership

By: VINCENT MAESTRI
D08B7BD36ACC450...
Vincent Maestri

TENANT:

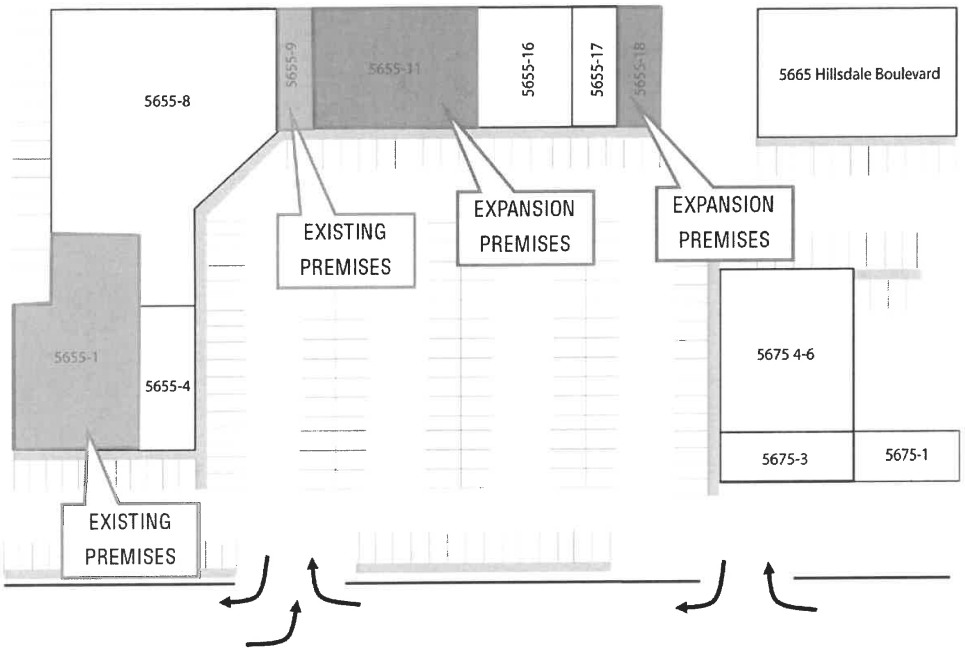
Highlands Community Charter and Technical Schools

DocuSigned by:
Murdock Smith
By: 6AA7C3E2A596498...
Name: Murdock Smith
Its: Executive Director

DocuSign Envelope ID: A8248D37-B645-43EC-BF93-F0E8D43FFC0E

EXHIBIT A

PREMISES



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GALLELLI REAL ESTATE

Matt N. Goldstein
Vice President
Retail
L #01886233
mgoldstein@GallelliRE.com

Gallelli Real Estate
3005 Douglas
Blvd.,#200
Roseville, CA 95661

P 916 772-1700
F 916 784 2098
www.GallelliRE.com

January 30, 2024

Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838

RE: THIRD AMENDMENT TO LEASE - HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
OLIVEWOOD CENTER – SACRAMENTO, CA

On behalf of Matt Goldstein, enclosed via Docusign is the Third Amendment Highlands Community Charter and Technical School at Olivewood Center for execution. Once executed, please send or drop off a check totaling $12,127.00, which is for pre-paid rent and NNN's ($6,063.50) and the additional security deposit ($6,063.50). Please make the check payable to **Olivewood Group.** Location to send or drop off check is:

Gallelli Real Estate
3005 Douglas Blvd., Suite 200
Roseville, CA 95661
ATTN: Brenda Pierce

If you have any questions, please do not hesitate to contact us at the office

Sincerely,

GALLELLI REAL ESTATE

Brenda Pierce

DocuSign Envelope ID: CF60D8D5-386A-498D-9E62-8C3A017C2C9C

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Third Amendment") is effective as of 1/31/2024 and is entered into by and between Olivewood Group, a California general partnership ("Landlord") and Highlands Community Charter and Technical Schools ("Tenant").

Recitals

A. Tenant and Landlord have previously entered into that certain Lease dated as of August 2, 2022, as amended by First Amendment to Lease dated as of November 7, 2022 and Second Amendment to Lease dated as of August 1, 2023 (collectively the "Lease") pursuant to which Tenant leased from Landlord those certain premises known as 5655 Hillsdale Boulevard, Suites 1, 9, 11, and 18, Sacramento, CA 95842 (collectively the "Premises"), as more specifically set forth in the Lease. The Premises currently contains a total of 15,599 square feet of gross leasable area.

B. Landlord and Tenant have agreed to expand the Premises.

C. The current Term of the Lease for Suites 1, 9, 11, and 18 will expire on November 30, 2027 and the parties have agreed to extend the Term of the Lease only for the Additional Expansion Premise, as more specifically set forth below.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals. The recitals set forth above form a material part of this Third Amendment and are incorporated herein by this reference.

2. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

3. Premises. In addition to Suites 1, 9, 11 and 18, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite 16, containing approximately 3,350 square feet of gross leasable area ("Additional Expansion Premises"). Commencing on the earlier of (i) ninety (90) days following the date the Additional Expansion Premises is delivered to Tenant or (ii) the day Tenant opens for business in Suite 16 ("Additional Expansion Premises Commencement Date"), Tenant shall pay Landlord Minimum Rent and Tenant's pro rata share of Common Area Expenses, Real Estate Taxes and Landlord's insurance costs as set forth below. Exhibit A-1 "Additional Expansion Premises" attached hereto and is by this reference incorporated herein.

4. Landlord's Work. Landlord shall deliver the Additional Expansion Premises in its "as is" condition with all utilities in good working order. Subject to reimbursement as set forth below, Tenant shall, in accordance with the provisions of Section 12.2 of the Lease, perform all work necessary to make the Additional Expansion Premises ready for Tenant's Permitted Use ("Tenant's Additional Expansion Premises Work"). Landlord shall provide Tenant with a tenant improvement allowance of up to Fifty-Six Thousand Nine Hundred Fifty and No/100 Dollars ($56,950.00) for the actual cost of Tenant's Additional Expansion Premises Work only, which shall be paid to Tenant within sixty (60) days of Tenant's opening for business

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at the Additional Expansion Premises, subject to the following conditions precedent: (A) no default shall have occurred hereunder, (B) Landlord's receipt of a written certification from Tenant's architect to Landlord that Tenant's Work is complete, (C) Landlord's receipt of final and unconditional lien waivers from the general contractor, any subcontractors, materialmen and suppliers for Tenant's Additional Expansion Premises Work completed showing that they have been paid in full and that no liens are claimed, (D) Landlord's receipt of a certificate of occupancy or copy thereof for the Additional Expansion Premises, and (E) Tenant shall provide Landlord with copies of paid invoices for such Tenant's Additional Expansion Premises Work and signed off permits for Tenant's Additional Expansion Premises Work. Landlord shall be permitted to inspect the Additional Expansion Premises at any time during normal business hours during the performance of Tenant's Additional Expansion Premises Work with reasonable advance notice to Tenant. Tenant is hereby notified, pursuant to the provisions of Civil Code Section 1938, that neither the Additional Expansion Premises nor the building of which the Additional Expansion Premises are a part have undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the Additional Expansion Premises and determine whether the Additional Expansion Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Additional Expansion Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection and the payment of the fee for the CASp inspection. Tenant shall pay the cost of making any repairs necessary to correct any violations of construction-related accessibility standards within the Additional Expansion Premises. The Additional Expansion Premises shall be delivered to Tenant upon full execution of this Third Amendment and Landlord shall not be required to provide written notice to Tenant. Tenant shall deliver to Landlord copies of policies of insurance or certificates thereof for the Additional Expansion Premises (as required under Section 15.1 of the Lease) before delivery to Tenant. Landlord shall not be obligated to deliver possession of the Additional Expansion Premises to Tenant until such items are delivered, but the delivery date shall not be affected or delayed by Landlord's decision not to deliver possession of the Additional Expansion Premises as a result of such failure. Tenant releases Landlord from any claim whatsoever for damages for any delay in delivery of the Additional Expansion Premises to Tenant and the Lease shall not be rendered void or voidable by any such delay.

5. Term. The Term of the Lease for Suites1, 9, 11, and 18 shall expire on November 30, 2027. Notwithstanding the fact that the Lease has terminated for Suites1, 9, 11, and 18, the Term of the Lease for the Additional Expansion Premises only shall commence on the earlier of (i) the date Tenant opens for business in the Additional Expansion Premises or (ii) ninety (90) days after the Additional Expansion Premises is delivered to Tenant ("Additional Expansion Premises Commencement Date") and shall continue for thirty-six (36) full calendar months thereafter ("Additional Expansion Premises Term"). .

6. Minimum Rent. Until the Additional Expansion Premises Commencement Date, Tenant will pay Minimum Rent as set forth in the Second Amendment to Lease for the Premises only. Commencing on the Additional Expansion Premises Commencement Date, monthly Minimum Rent for the Additional Expansion Premises through the first full twelve (12) full calendar months of the Additional Expansion Premises Term, shall be Four Thousand Three Hundred Fifty-Five and 0/100 Dollars ($4,355.00) ($1.30 psf) per month, pro-rated for the initial partial month if applicable. Commencing with the thirteenth (13th) and twenty fifth (25th) full

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calendar months of the Additional Expansion Premises Term, Minimum Rent for the Additional Expansion Premises shall increase to one hundred three percent (103%) of the monthly Minimum Rent for the prior twelve (12) months. Tenant shall pay, Landlord contemporaneously with Tenant's execution of this Third Amendment, monthly Minimum Rent and Landlord's estimate of Tenant's pro rata share of Common Area Expenses, Real Estate Taxes and Landlord's insurance costs in the amount of Six Thousand Sixty-Three and 50/100 Dollars ($6,063.50) which will be applied to the first full month's rent for the Additional Expansion Premises.

7. Security Deposit. Landlord is currently holding a Security Deposit in the amount of Twenty-Six Thousand Four Hundred Six and 01/100 Dollars ($26,406.01)). Tenant shall increase the Security Deposit by paying Landlord, contemporaneously with Tenant's execution of this Third Amendment, Six Thousand Sixty-Three and 50/100 Dollars ($6,063.50) for a total Security Deposit of Thirty-Two Thousand Four Hundred Sixty-Nine and 51/100 Dollars ($32,469.51).

7. Tenant's Pro Rata Share. Notwithstanding anything to the contrary set forth in the Lease, commencing on the Additional Expansion Premises Commencement Date and continuing through the Additional Expansion Premises Term, in addition to Tenant's pro rata share of Common Area Expenses for the Premises, Tenant shall pay Landlord Tenant's Additional Expansion Premises pro rata share of Real Property Taxes and Tenant's pro rata share of insurance maintained by Landlord in the amount of is 6.36%.

8. Signs. Tenant shall be permitted, at Tenant's sole cost and expense, to install signage on the Additional Expansion Premise as permitted in the Lease.

9. Representations and Warranties of Tenant. As a material inducement to Landlord to enter into this Third Amendment, Tenant represents and warrants to Landlord that as of the date of this Third Amendment:

(a) No Default. To Tenant's knowledge, here are no defaults by Landlord or Tenant under the Lease and no circumstance has occurred which, but for the expiration of an applicable grace period, would constitute a default by Landlord or Tenant under the Lease. Tenant has no defense or right of offset under the Lease.

(b) Authority. Tenant has full right, power and authority to enter into this Third Amendment. This Third Amendment and the Lease are binding obligations of Tenant, enforceable in accordance with their terms.

(c) No Assignment. Tenant is the sole lawful tenant under the Lease and Tenant has not sublet, assigned or otherwise transferred any of the right, title or interest of Tenant under the Lease or arising from its use or occupancy of the Premises, and no other person, partnership, corporation or other entity has any right, title or interest in the Lease or the Premises or the right to occupy or use all or any part of the Premises.

10. Amendment to Lease. This Third Amendment represents the entire agreement between Landlord and Tenant regarding the subject matter contained in this Third Amendment and there are no other terms, obligations, covenants, representations, statements or conditions oral or otherwise of any kind whatsoever between the parties regarding the subject matter

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contained in this Third Amendment except as set forth in this Third Amendment. No amendment or modification to this Third Amendment shall be effective unless it is in writing and executed by both Landlord and Tenant. All references to the term "Lease" in this Third Amendment and the Lease shall mean the Lease as amended by this Third Amendment. Except as expressly modified by the terms of this Third Amendment, the Lease remains unchanged and in full force and effect.

12 Counterparts. This Third Amendment may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Tenant and Landlord have executed this Third Amendment as of the date first written above.

LANDLORD: Olivewood Group, a California general partnership

Docusigned by:
VINCENT MAESTRI
By: D08B7BD36ACC450...
Vincent Maestri

TENANT: Highlands Community Charter and Technical Schools

Docusigned by:
Murdock Smith
By: 6AA7C3E2A596498...

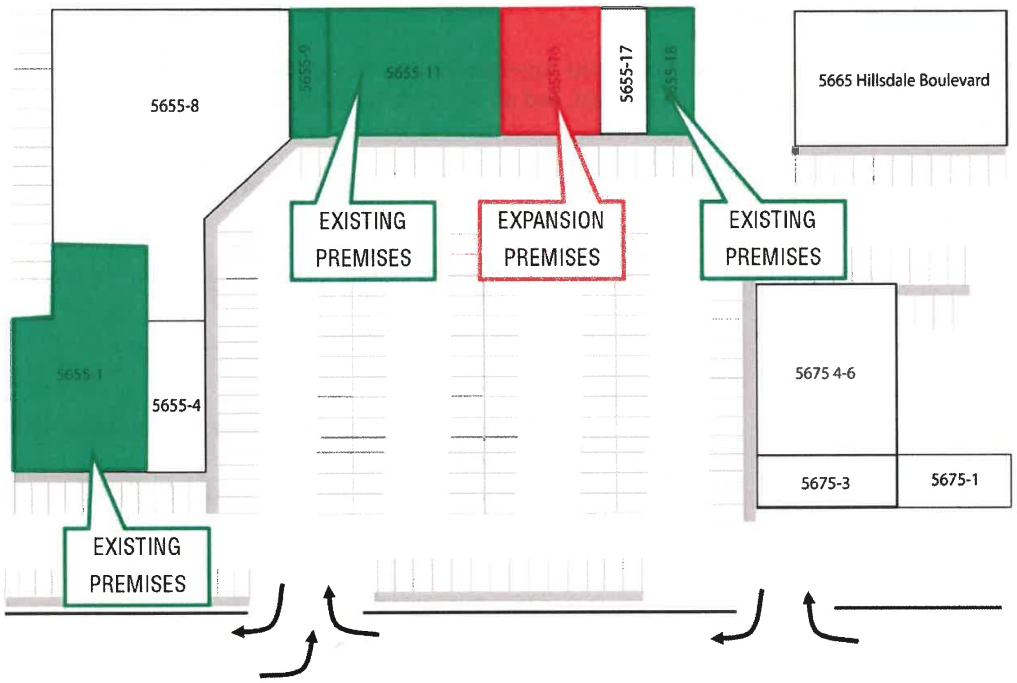
Name: Murdock Smith

Its: Executive Director

DocuSign Envelope ID: CF60D8D5-386A-498D-9E62-8C3A017C2C9C

EXHIBIT A-1

ADDITIONAL EXPANSION PREMISES



FOURTH AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017,
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Fourth Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **PREMISES:**

The Premises currently consists of Suites 115 and 655, containing approx. 8,384 rsf ("Current Premises"). Effective as of August 1, 2021, the Current Premises shall be expanded to include Suite 630, consisting of approx. 3,774 rsf ("Expansion Premises"), as further described on Exhibit A attached hereto. Collectively, the Current Premises and the Expansion Premises shall contain approx. 12,158 rsf and shall hereinafter be referred to as the "Premises".

2. **LEASE TERM AND LEASE EXPIRATION DATE:**

The Term of the Lease shall be extended for three (3) years, and therefore the Lease Expiration Date shall be modified to be August 31, 2026. The Commencement Date for the Expansion Premises ("Expansion Premises Commencement Date") shall be defined as August 1, 2021.

3. **MONTHLY BASE RENT SCHEDULE:**

Monthly Base Rent Schedule	Current Premises	Expansion Premises	Total Monthly Base Rent
August 1, 2021 – August 30, 2021:	$13,254.00	$0.00	$13,254.00
September 1, 2021 – September 30, 2021:	$13,651.00	$0.00	$13,651.00
October 1, 2021 – August 30, 2022:	$13,651.00	$6,145.00	$19,796.00
September 1, 2022 – August 30, 2023:	$14,061.00	$6,329.00	$20,390.00
September 1, 2023 – August 30, 2024:	$14,483.00	$6,519.00	$21,002.00
September 1, 2024 – August 30, 2025:	$14,917.00	$6,715.00	$21,632.00
September 1, 2025 – August 30, 2026:	$15,365.00	$6,916.00	$22,281.00

4. **TENANT IMPROVEMENTS:**

Lessor, at Lessor's cost, shall substantially complete the following improvements, as further described on Exhibit A, prior to August 1, 2021:

A. Remove approx. 30' lineal feet of full height interior partition and repair any ceiling and flooring as a result of such removal. The location of the wall is depicted on Exhibit A.

B. Construct two (2) equal size offices with doors, hardware and 12" glass sidelights to match existing.

C. Install two (2) new telephone and data outlets in each office on new walls.

5. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted from 8.02% to 11.4% effective August 1, 2021.

6. **PARKING:**

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted utilize up to forty-eight (48) parking spaces (4:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

Initials

7. **BUILDING SIGNAGE:**

Lessee shall have the right, at Lessee's sole cost, to install Building Top illuminated signage at the location depicted on Exhibit B attached hereto. The estimated size of the sign afforded to Lessee shall be no more than 3'H x 20'L or no more than 60 sq. ft. total size.

Such signage shall be consistent with Lessor's overall signage program and formal written approval from Lessor and the City of Sacramento. Lessee shall be responsible for the installation, repair and maintenance of such signage during the term of the Lease and shall remove such signage at the expiration of the Lease term and restore any affected areas of the Building at Lessee's sole cost.

Lessee shall obtain a Signage Permit for such signage and provide Lessor with detained plans prior to any Permit submittal or installation for Lessor's prior written approval.

AGREED AND ACCEPTED:

LESSOR: **Ethan Conrad**

By: _____
Ethan Conrad

Date: 7/23/21

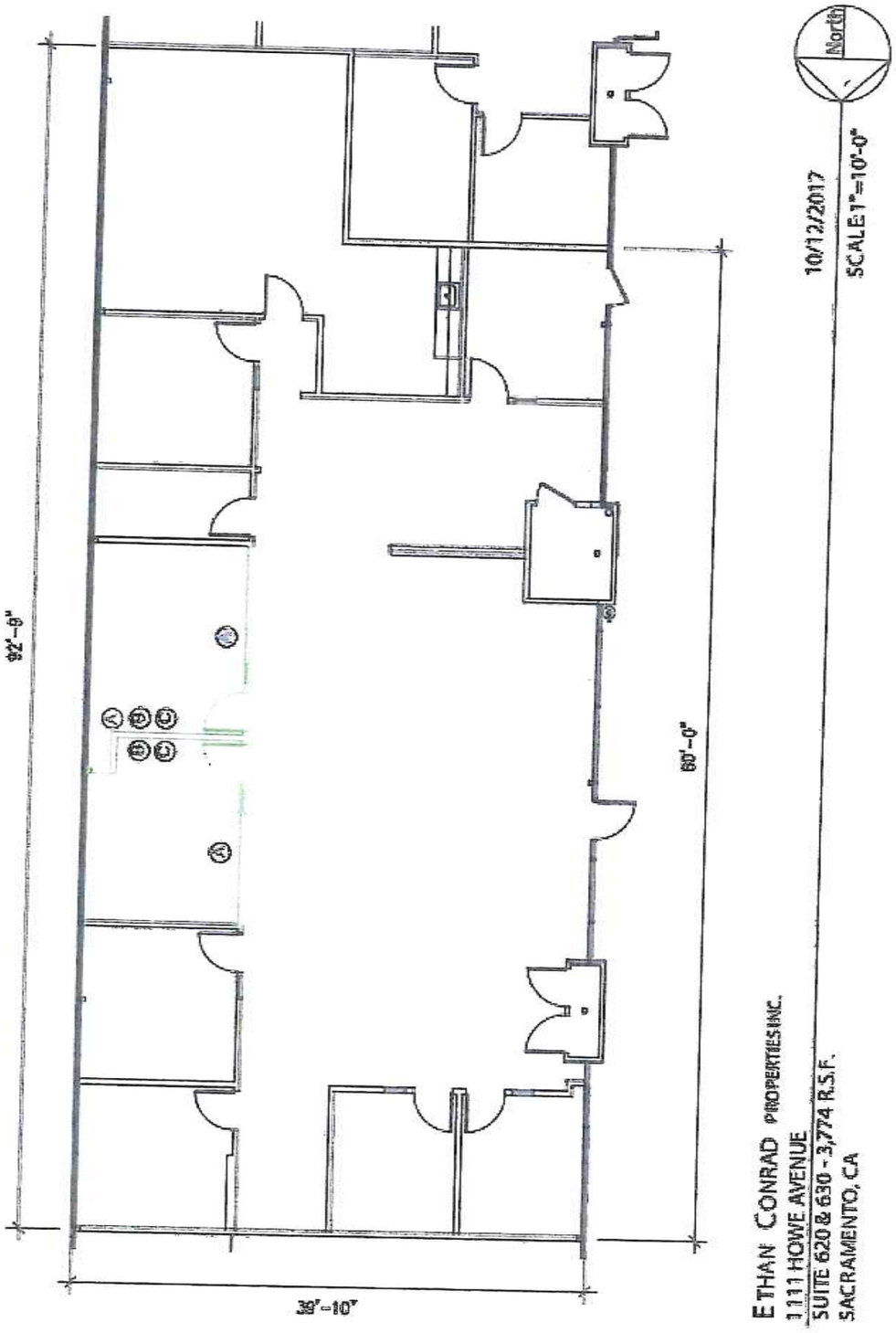
AGREED AND ACCEPTED:

LESSEE: **Highlands Community Charter and Technical School a non-profit organization**

By: _____
Murdock Smith, Executive Director

Date: 7/22/2021

Exhibit A
Expansion Premises



Initials

EXHIBIT B
BUILDING SIGNAGE



Initials

THIRD AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Third Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **PREMISES:**

The Premises currently consists of approx. 2,479 rsf, defined as Suite 115 ("Current Premises"). Effective as of the Expansion Premises Commencement Date, as defined below, the Current Premises shall be expanded to include Suite 655, consisting of approx. 5,905 rsf ("Expansion Premises"), as further described on Exhibit A attached hereto. Collectively, the Current Premises and the Expansion Premises shall contain approx. 8,384 rsf and shall hereinafter be referred to as the "Premises".

2. **LEASE TERM AND LEASE EXPIRATION DATE:**

The Term of the Lease shall be extended for one (1) year, commencing on September 1, 2022 and therefore the Lease Expiration Date shall be modified to be August 31, 2023. The Commencement Date for the Expansion Premises ("Expansion Premises Commencement Date") shall be defined as November 1, 2019.

3. **BASE MONTHLY RENT SCHEDULE:**

Rent Schedule	Suite 115	Suite 655	Total
November 1, 2019 – December 31, 2019:	$3,892.00	None	$3,892.00
January 1, 2020 – August 31, 2020:	$3,892.00	$8,976.00	$12,868.00
September 1, 2020 – August 31, 2021:	$4,009.00	$9,245.00	$13,254.00
September 1, 2021 – August 31, 2022:	$4,129.00	$9,522.00	$13,651.00
September 1, 2022 – August 31, 2023:	$4,253.00	$9,808.00	$14,061.00

4. **TENANT IMPROVEMENTS:**

Providing that Lessee signs this Lease Amendment and provides it to Lessor by no later than Friday, October 11, 2019 (and if is later than this October 11, 2019 date, then there will be a one day extension for every day delayed for Lessor to complete the below tenant improvements), Lessor, at Lessor's cost, shall substantially complete the following improvements, as further described on Exhibit A, prior to November 1, 2019:

A. Construct approx. 160' lineal feet of full height interior partition

B. Install five (5) building standard interior doors w/ timely frame and hardware.

C. Install twenty three (23) new 110v duplex outlets at 18" AFF and two (2) new 110v duplex outlet at 84" AFF where indicated on Exhibit A.

D. Redistribute the existing HVAC supply and return ducting and install up to four (4) new 2' x 4' standard lighting fixtures to the three (3) new conference rooms as noted on Exhibit A.

E. Install new 220v dedicated duplex outlet to be located in the copy/storage room at 18" AFF.

F. Repaint all new wall surfaces to match existing white wall color and match existing rubber base.

G. Install cutout of approx. 42" "wide x 36" AFF at rear half height wall in the Reception Area. Match existing wood trim.

The above items correlate with those depicted on Exhibit A.

5. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted from 2.39% to 8.02% effective November 1, 2019.

INITIALS

6. **BASE YEAR:**

Pursuant to Paragraph 1.9 of the Lease, the Base Year shall be adjusted to Calendar Year 2020 effective November 1, 2019.

7. **SECURITY DEPOSIT:**

The Security Deposit shall be increased from $3,347.00 to $12,868.00 effective November 1, 2019. The additional Security Deposit amount of $9,521.00 shall be paid upon the full execution of this Third Amendment to Lease.

8. **PARKING:**

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted utilize up to thirty four (34) parking spaces (4:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

9. **TERMINATION RIGHT:**

Lessee shall have the one time right to terminate the Lease solely in connection with Suite 115 effective August 31, 2022 (Suite 115 Termination Date) provided Lessor receives written notice no later than June 1, 2022. In the event that Tenant terminates the Lease in connection with Suite 115, Lessee shall pay a termination fee to Landlord concurrent with Lessee's notice an amount equal to $4,129.00.

Upon the completion of the above described items and payment of any applicable restoration charges, Lessee shall be released from any and all liability related to this Lease in connection with Suite 115 as of the Suite 115 Termination Date.

If Lessee fails to complete the above described items, then the Lease termination right shall be void and this Lease shall remain in full force and effect through the Lease Expiration Date.

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**

By:_____
Ethan Conrad

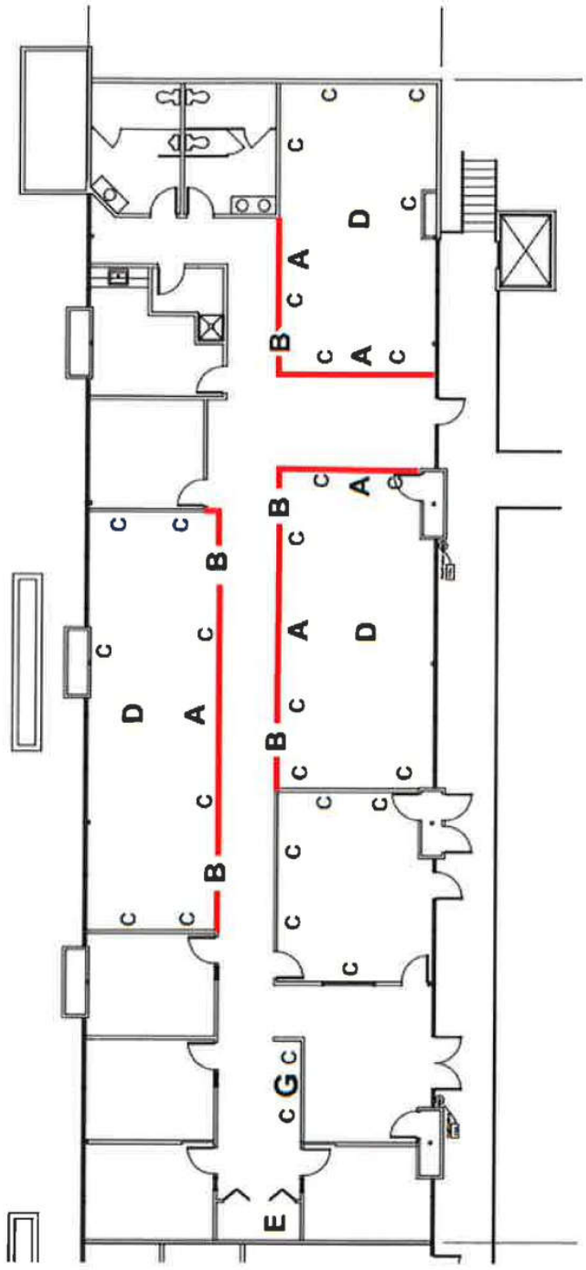
Date: 10/11/19

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a non-profit organization**

By:_____
Murdock Smith, Executive Director

Date: 10/11/19

Exhibit A
Expansion Premises



INITIALS

SECOND AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Second Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **LEASE TERM AND LEASE EXPIRATION DATE:**

   The Lease shall be extended for three (3) years commencing on September 1, 2019 and therefore the Lease Expiration Date shall be modified to be August 31, 2022.

2. **BASE MONTHLY RENT SCHEDULE:**

September 1, 2019 – August 31, 2020:	$3,892.00
September 1, 2020 – August 31, 2021:	$4,009.00
September 1, 2021 – August 31, 2022:	$4,129.00

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**

By:_____
Ethan Conrad

Date: 6/28/19

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a non-profit organization**

By:_____
Murdock Smith, Executive Director

Date: 6/28/19

AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **LEASE TERM AND LEASE EXPIRATION DATE:**

   The Lease shall be extended for one (1) year and six (6) months commencing on March 1, 2018 and therefore the Lease Expiration Date shall be modified to be August 31, 2019.

2. **BASE MONTHLY RENT SCHEDULE:**

March 1, 2018 – February 28, 2019:	$3,446.00
March 1, 2019 – August 31, 2019:	$3,549.00

3. **BASE YEAR:**

   The Base Year for this Lease shall be modified to be 2018.

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**

By:_____
Ethan Conrad

Date: 2/26/18

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a non-profit organization**

By:_____
Murdock Smith, Executive Director

Date: 2/21/18

STANDARD MULTI-TENANT OFFICE LEASE - GROSS
AIR COMMERCIAL REAL ESTATE ASSOCIATION

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("**Lease**"), dated for reference purposes only June 30, 2017, is made by and between Ethan Conrad, an individual ("**Lessor**") and Highlands Community Charter and Technical School, a non-profit organization ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain portion of the Project (as defined below), known as Suite Numbers(s) 115, second (2nd) floor(s), consisting of approximately 2,479 rentable square feet and approximately 2,214 useable square feet("**Premises**"). The Premises are located at: 1111 Howe Avenue, in the City of Sacramento, County of Sacramento, State of California, with zip code 95825. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." The Project consists of approximately 103,737 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** twelve (12) unreserved and N/A reserved vehicle parking spaces at a monthly cost of $N/A per unreserved space and $N/A per reserved space. (See Paragraph 2.6)

1.3 **Term:** N/A years and month-to-month ~~months~~ ("**Original Term**") commencing August 1, 2017 ("**Commencement Date**") and ending month-to-month ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon full execution of the Lease ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $3,347.00 per month ("**Base Rent**)", payable on the first (1st) day of each month commencing August 1, 2017. (See also Paragraph 4)

☐ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph N/A

1.6 **Lessee's Share of Operating Expense Increase:** two and thirty nine hundredths percent (2.39%) ("**Lessee's Share**"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $3,347.00 for the period August 1, 2017 - August 31, 2017.

(b) **Security Deposit:** $3,347.00 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Parking:** $N/A for the period N/A.

(d) **Other:** $N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $6,694.00.

1.8 **Agreed Use:** education and classroom training. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2017. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers:** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "**Brokers**") and brokerage relationships exist in this transaction (check applicable boxes):

☑ Lucas Lugo, Newmark Cornish & Carey represents Lessor exclusively ("**Lessor's Broker**");

☑ Grant Keeney, Ethan Conrad Properties, Inc. represents Lessee exclusively ("**Lessee's Broker**"); or

☐ _____ represents both Lessor and Lessee ("**Dual Agency**").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of N/A or N/A % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease shall be guaranteed by N/A ("**Guarantor**"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 7:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and N/A a.m. to N/A p.m. on Saturdays (except Building Holidays). "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and N/A.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☐ Janitorial services

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☐ Electricity
☐ Other (specify): _____

1.14 **Attachments**. Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 51;
☑ a plot plan depicting the Premises;
☑ a current set of the Rules and Regulations;
☐ a Work Letter;
☐ a janitorial schedule;
☐ other (specify): _____

2. **Premises.**

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs (**"Start Date"**), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems (**"HVAC"**), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes applicable laws, covenants or restrictions of record, regulations, and ordinances (**"Applicable Requirements"**) that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises (**"Capital Expenditure"**), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to nonvoluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the nonexclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any

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unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1. **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the **"Operating Expense Increase"**, in accordance with the following provisions:

(a) **"Base Year"** is as specified in Paragraph 1.9.

(b) **"Comparison Year"** is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as **"Operating Expenses"** :

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder.

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The amount of such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

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(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations**.

7.1 **Lessee's Obligations**. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term **"Utility Installations"** refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **" Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed $2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with asbuilt plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor ~~not earlier than 90 and not later than 30 days~~ prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

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(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirments. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

8.1 **Insurance Premiums**. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance.**

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days **("Rental Value insurance")**. Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said

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injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. **"Real Property Taxes"** shall also include any tax, fee, levy, assessment or charge, or any increase therein: **(i)** imposed by reason of events occurring during

the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee.** Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the

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collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A **"Breach"** is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and

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accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation**. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees**.

~~15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.~~

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates**.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIRCommercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor**. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability**. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days**. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability**. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer**. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility

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of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lesser or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advise is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on a monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend

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the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees**. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs**. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions**. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs**. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger**. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents**. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor**.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options**. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. **"Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures**. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. **Reservations**.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

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(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable nonmonetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☑ Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

_____ INITIALS

INITIALS

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The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:	Executed at:
On: 7/12/17	On: 7/13/17
By LESSOR:	**By LESSEE:**
Ethan Conrad, an individual	Highlands Community Charter and Technical School, a non-profit organization
By:	By:
Name Printed: Ethan Conrad	Name Printed: Murdock Smith
Title: CEO	Title: Executive Director
By:	By:
Name Printed:	Name Printed:
Title:	Title:
Address: 1300 National Drive, Suite 100 Sacramento, CA 95834	Address:
Telephone:(916) 779-1000	Telephone:(___)
Facsimile:(916) 779-1200	Facsimile:(___)
Email: ethan@ethanconradprop.com	Email:
Email:	Email:
Federal ID No.	Federal ID No.
LESSOR'S BROKER:	**LESSEE'S BROKER:**
Ethan Conrad Properties, Inc.	Newmark Cornish & Carey
Attn: Grant Keeney	Attn: Lucas Lugo
Address: 1300 National Drive, Suite 100 Sacramento, CA 95834	Address: 980 9th Street, Suite 2500 Sacramento, CA 95814
Telephone:(916) 779-1000	Telephone:(916) 569-2322
Facsimile:(916) 779-1200	Facsimile:(916) 920-0854
Email: grant@ethanconradprop.com	Email: llugo@newmarkccarey.com
Broker/Agent BRE License #: 08891996	Broker/Agent BRE License #: 01916673

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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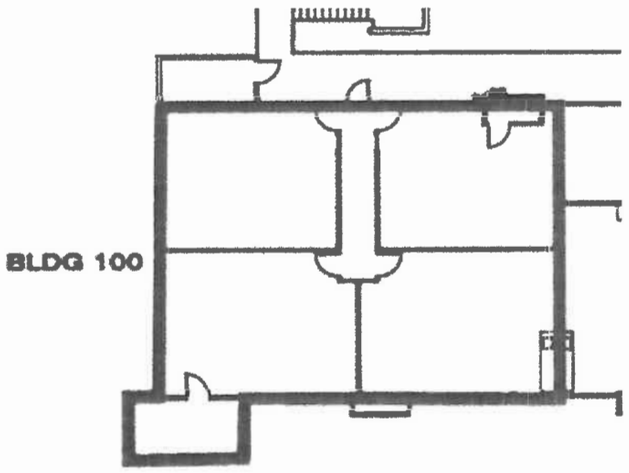
EXHIBIT A



ETHAN CONRAD PROPERTIES INC.
1111 HOWE AVENUE
2ND FLOOR
SACRAMENTO, CA

Initials:

RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Dated: June 30, 2017

By and Between

Ethan Conrad, an individual and Highlands Community Charter and Technical School, a non-profit organization.

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.
24. Lessee shall at all times have "chair mats" on all carpeted surfaces for which there are chairs with rolling wheels located, to protect such carpeted areas so they are not damaged by such rolling wheels.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

In the event that Lessee violates any of the herein described General Rules and/or Parking Rules, including the provisions of Paragraph 1.2 (b) or Paragraph 2.6 of the Lease, then Lessor shall give one written "warning" of such violation to Lessee. In the event that Lessee further violated any of said provisions, Lessor shall have the right to fine Lessee the sum of $250.00 per violation, which shall be immediately due and fines shall be considered "Rent" as defined in this Lease.

INITIALS

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ADDENDUM TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 155, City of Sacramento, County of Sacramento, State of California

This Addendum shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

For clarity, the Premises has not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

50. TENANT IMPROVEMENTS:

Lessor shall deliver the Premises to Lessee in good operational order. In addition, Lessor shall repaint the Premises with a neutral white color.

51. LESSEE'S USE:

Lessee shall not permit any of its employee's, guests, students and/or other invitees to loiter or smoke in the common areas or exterior hallways of the Building at any time. Lessee agrees that any violation of this paragraph or the Rules and Regulations attached hereto shall be considered as a material default of the Lease and Lessor shall have the right to terminate this Lease on thirty (30) days' notice. Lessee shall make all reasonable efforts to ensure that Lessee's employees, guests, students and other invitees behave in accordance with the typical conduct in a professional office park.

AGREED AND ACCEPTED:
Lessor: **Ethan Conrad**

By: _____
Ethan Conrad

Date: 7/07/17

AGREED AND ACCEPTED:
Lessee: Highlands Community Charter and Technical School, a non-profit organization

By: _____

Date: 7/13/17

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FIFTH AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017,
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Fifth Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **PREMISES:**

The Premises currently consists of Suites 115, 630 and 655, containing approx. 12,158 rsf ("Current Premises"). Effective as of April 1, 2024, the Current Premises shall be expanded to include the following Suites in the Building ("Expansion Premises"), as further described on Exhibit A attached:

Suite #	RSF
Suite 445	2,860
Suite 455	1,535
Suite 505	3,457
Suite 550	949
Suite 555	1,192
Suite 575	832
Suite 595	1,363
Suite 610	3,872
Suite 645	1,133
Total Expansion Premises	**17,193 RSF**

Collectively, the Current Premises and the Expansion Premises shall contain approx. 25,479 Rentable Square Feet and shall hereinafter be referred to collectively as the "Premises".

2. **LEASE TERM AND LEASE EXPIRATION DATE:**

The Term of the Lease shall be extended for Seven (7) Months, and therefore the Lease Expiration Date shall be modified from August 31, 2026 to March 31, 2027.

The Commencement Date for the Expansion Premises ("Expansion Premises Commencement Date") shall be defined as April 1, 2024.

3. **MONTHLY BASE RENT SCHEDULE:**

Monthly Base Rent Schedule:	Current Premises:	Expansion Premises:	Total Monthly Base Rent:
April 1, 2024 – August 31, 2024:	$21,002.00	$27,165.00	$48,167.00
September 1, 2024 – March 31, 2025:	$21,632.00	$27,165.00	$48,797.00
April 1, 2025 – August 31, 2025:	$21,632.00	$27,980.00	$49,612.00
September 1, 2025 – March 31, 2026:	$22,281.00	$27,980.00	$50,261.00
April 1, 2026 – August 1, 2026:	$22,281.00	$28,819.00	$51,100.00
September 1, 2026 – March 31, 2027:	$22,949.00	$28,819.00	$51,768.00

4. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted from 11.4% to 23.9% effective April 1, 2024.

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5. **PARKING:**

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted to utilize up to one hundred-fifteen parking spaces (115 based on a 4.5:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

6. **TENANT IMPROVEMENTS:**

Lessor shall deliver the Expansion Premises in good working order and repair, including all ceiling tiles, light fixtures, window blinds and door entrance hardware.

Lessor, at Lessor's sole cost, shall substantially complete the following Lessor Work to certain Suites contained in the Expansion Premises, as further described on Exhibits B-1 and B-2, within Fifteen (15) Days from the full execution of this Fifth Lease Amendment:

Lessor Work

Suite 445	1. Construct new 4'0"w x 7'0"h wrapped opening to connect #455. See Exhibit B-1.
Suite 455	2. Install new Building Standard carpet to substantially match #445. See Exhibit B-1.
Suite 505	1. Relocate interior Door as shown on Exhibit A. 2. Fill wall area to match. Patch and paint affected wall areas. See Exhibit B-1
Suite 550	1. Demo 2 interior offices. Patch and paint to match affected areas. 2. Demo wall cabinets. Patch and paint to match affected areas. 3. Install new Building Standard Carpet and Rubber Base. See Exhibit B-2
Suite 610	1. Demo interior wall partitions to create two (2) large offices. 2. Remove two (2) interior office doors and fill wall area. 3. Demo interior wall partition to create Conference Room. 4. Construct new interior partition wall. 5. Relocate door from item a. above. 6. Patch carpet and patch and paint to match affected wall areas above. See Exhibit B-2

AGREED AND ACCEPTED:

LESSOR: **Ethan Conrad**
an individual

DocuSigned by:
By: Ethan Conrad
A5A6A4EFFA9B4D3...
Ethan Conrad
Date: 03/27/2024

AGREED AND ACCEPTED:

LESSEE: **Highlands Community Charter and Technical School**
a non-profit organization

By:
Murdock Smith, Executive Director
Date: 3-25-24

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Exhibit A - Expansion Premises

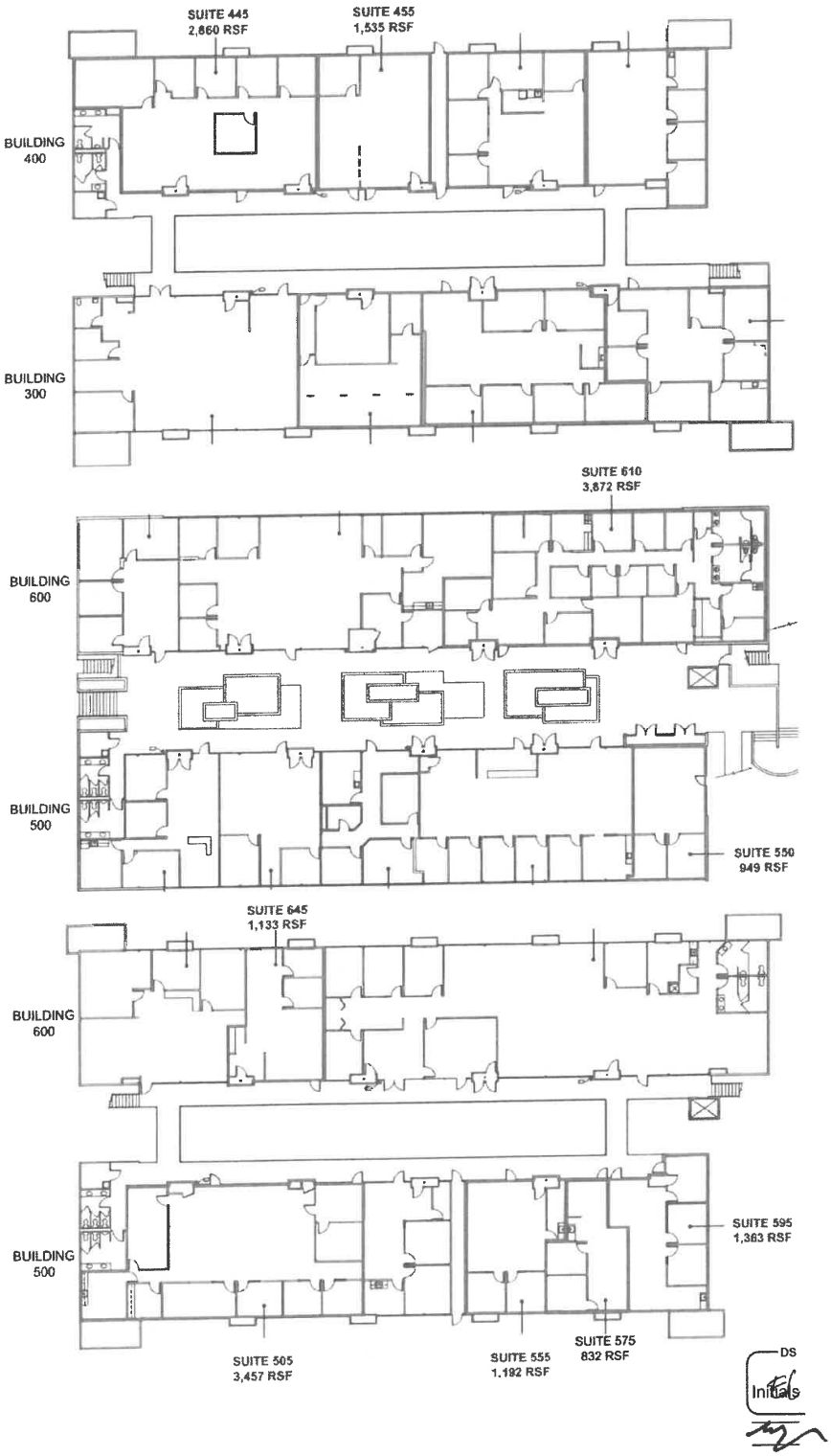

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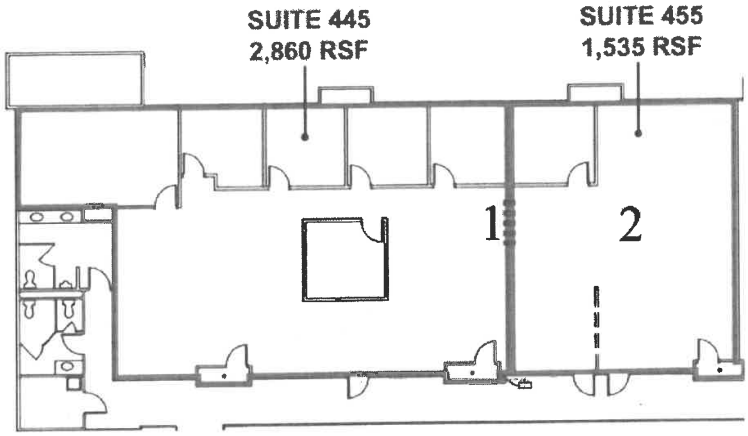
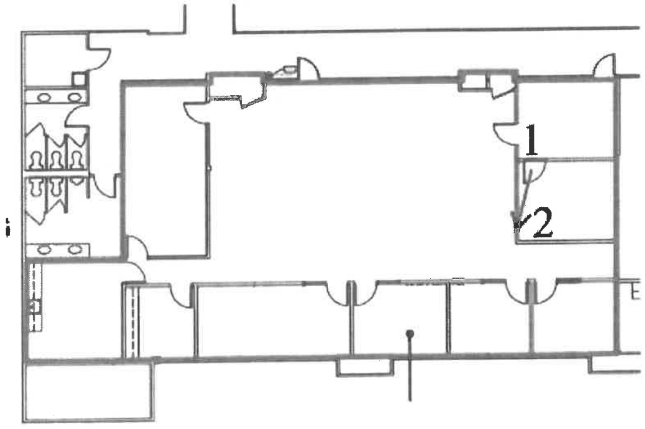
EXHIBIT B-1
LESSOR WORK

Suite 445 **1. Create 4'0"w x 7'0"h wrapped opening to connect #455.**

Suite 455 **2. Install new standard carpet and base to substantially match #445.**



Suite 505 **1. Relocate interior Door.**
2. Fill wall area to match. Patch and paint affected wall areas.



SUITE 505
3,457 RSF

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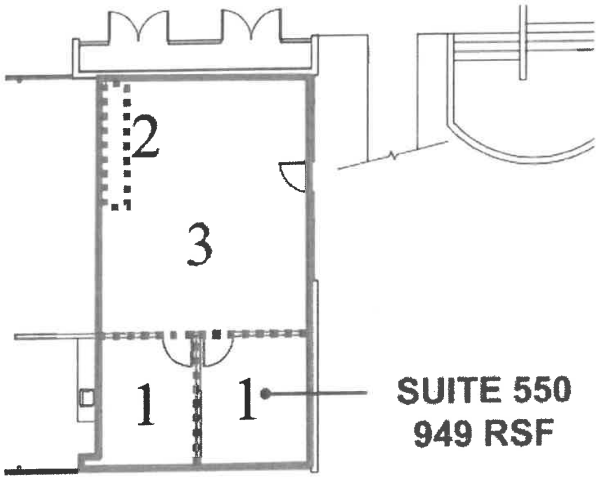
EXHIBIT B-2
LESSOR WORK

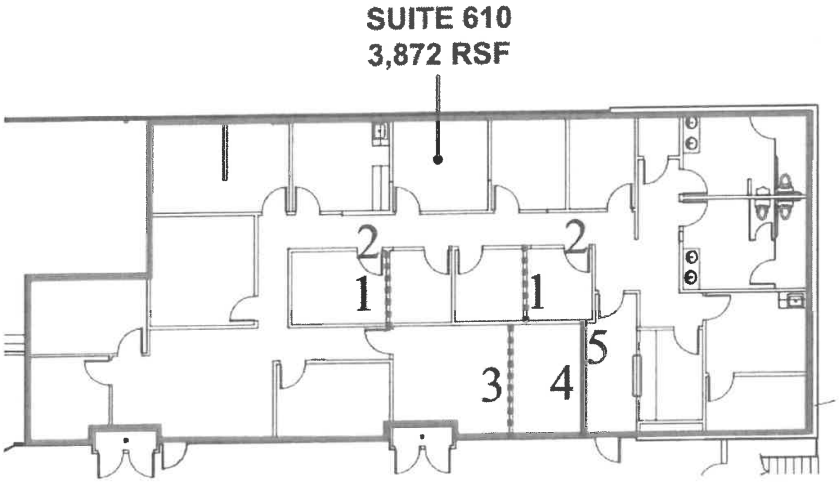
Suite 550

1. Demo 2 interior offices. Patch and paint to match affected areas.
2. Demo wall cabinets. Patch and paint to match affected areas.
3. Install new Building Standard Carpet and Rubber Base.



Suite 610

1. Demo interior wall partitions to create two (2) large offices.
2. Remove two (2) interior office doors and fill wall area.
3. Demo interior wall partition to create Conference Room.
4. Construct new interior partition wall.
5. Relocate door from item #1 above.
6. Patch carpet and patch and paint to match affected wall areas above.



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TENANT SUB-LEASE AGREEMENT

(Highlands Community Charter School Sub-Lease)

This Tenant Sub-Lease Agreement (this "Lease") is made and entered into as of August 1, 2019, (the "Effective Date"), by and between Lao Family Community Development, a California nonprofit public benefit corporation ("Landlord"), and Highlands Community Charter School, a California public charter school, incorporated in California ("Tenant").

RECITALS

WHEREAS, the Landlord is the master tenant of that 30,000 square foot commercial building (the "Facility") located at 2325 East 12th Street, in the City of Oakland, County of Alameda, California (the "Property");

WHEREAS, the Landlord holds the Property pursuant to that certain Master Lease Agreement with Property owner San Antonio Neighborhood Resource Center LLC, a California limited liability company;

WHEREAS, the construction of the Facility was financed with loans through the federal new markets tax credit financing program (the "Loans") from CSCDC 9 LLC, a California limited liability company (the "Lender");

WHEREAS, the Facility rehabilitation was completed, and the Landlord received a Final Permit from the City of Oakland on 12-07-18 allowing re-occupation of the Facility and to operate the Facility as a community hub with primarily nonprofit program and office space, small business office space, a cultural center, classrooms, training rooms, workshop rooms, education, recreation, café, commercial kitchen, retail, and other ancillary uses;

WHEREAS, both the Landlord and Tenant intend to endeavor to operate the Property in a manner that qualifies pursuant to the new markets tax credits program (the "New Markets Tax Credits") under Section 45D of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), as a qualified active low-income community business; and

WHEREAS, after the rehabilitation of the Facility, the Landlord desires to sub-lease the Premises (as defined in Section 1a) to the Tenant, and the Tenant desires to sub-lease the Premises from the Landlord to operate classrooms during its 2019-2022 school years, and to permit the Tenant to operate at the Facility in compliance with the New Markets Tax Credits financing.

WHEREAS, TENANT agree not to discriminate in the selection or acceptance of any student pursuant to this LEASE because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of California Government Code, ancestry, or Marital status, or citizenship, within the limits imposed by law or corporation policy. And LANDLORD agrees not to discriminate from same said in referring students to the TENANT's program.

WHEREAS, TENANT will be operating academic credit and/or English Language Development courses and each student will be subject to policies, rules, and regulations of the TENANT's program.

NOW THEREFORE, in consideration of the foregoing, of mutual understanding of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Fundamental Lease Provisions.

a. Premises:

The space in the Facility, commonly known as:
1st Floor –
Suite #106 which is 1,704 square feet

Total of 1 room at 1,704 square feet

b. Premises Size:

Within the Facility, approximately 1,704 square feet of the Premise is for the use of the Tenant.

On the second floor there are common space share areas which include:

i) Second floor conference room #203,
ii) Second floor kitchenette room #202.

The aforementioned 2nd floor (upstairs) common area is on a first come first serve basis, with booking day of and may be used by first and second floor tenants.

c. Facility Common Area:

Other Facility Common Area space include:

1) Upstairs and downstairs lobby and hallways,
2) Main information reception desk first floor,
3) Property management office,
4) ADA elevator,
5) Mail room,
6) Art gallery walk ways,
7) Public bathrooms on floor 1 and 2,
8) 3 stair wells for ingress and egress,
9) Outdoor parking area for visitors, tenants, bike parking area, drive aisles, two automatic entrance and exit vehicle gates, ADA ramp and entrances, walk ways, loading areas, call box at the main entrance, emergency exit pedestrian gate, outdoor landscape and garden areas including basketball court area, community gardens and patios, sidewalks in the front and back cul de sac of the Property,
10) Common trash enclosure,

11) Drinking water fountain as required by health code,
12) Secured mechanical, HVAC, electrical, fire riser rooms, janitorial and maintenance repair closets,
13) Secured server room and 2 IDF locations for the internet, security cameras, key less entrance systems, building telephone and alarm system rooms,
14) Roof, skylights, mechanical equipment on the roof
15) Perimeter fencing and lighting, building directory and other internal directory signage and outdoor directory signage.

c.	Tenant's Proportionate Share:	Tenant's proportionate share of Landlord's real property taxes, liability insurance, and the operating cost of the Common Area expenses (except as otherwise set forth in Section 3.C.i and/or Section 3.C.iii) is 5.7% (the "Proportionate Share") Tenant's Premise 1,704 sf/ 30,000 sf. Facility Premise.
d.	Initial Term:	Three years ending from Commencement Date, unless earlier terminated in accordance with the provisions of this Lease. (See Section 2.A)
e.	Initial Estimated Proportionate Share of Common Area Operating and Modified Full Service Expenses (3/1/2019):	$1.92 per square feet or put the dollar amount Excess Service (ie. additional trash pickup, compost, or recycling) beyond the proforma expenses date March 1, 2019 to be paid by Tenant.
f.	Commencement:	August 1, 2019 or such date agreed to by the Parties
g.	Option to Extend:	__X__(yes) __(no) If yes, _One (_) option(s) for Three (__) years each
h.	Expiration Date	The end of the completion of the third full year following the Commencement Date, subject to any Extension Option.
i.	Base Rent & CAM plus Modified Full Service Total:	$2.50 per sf base per month for Month 1 to Month 36, subject to adjustments during the Option Period. The CAM and Modified Full Service is estimated at $1.92 per sf. Total: Base Rent, CAM, and Adjusted Modified Full Service is ($2.50+$1.92=$4.40 X 1,704= $7,497.60 per month for month 1 to 12.
j.	Additional Rent:	Proportionate Share of Landlord's real property taxes and Common Area expense (except as otherwise set forth in Section 3.C.i and/or Section 3.C.iii). **Not Applicable. This section is covered under the Expense Proforma 03/01/19.**

k.	Rent Increase Limits	Maximum: __X__(yes) _____(no) If yes, the maximum is _3%, at the beginning of each year during the Term and the maximum is 3 % increase each year during the Option Period (see Section 3.B). Applicable if there is an Option Period.
l.	Rent Increase Date(s):	Once each year, at the beginning of each year during the Term and at the beginning of each year during each Option Period.
m.	Security Deposit:	One month of Rent based on year 1, which is $7,497.60
n.	Permitted Use:	Use of the site for the sole purpose of operating a K-12 English Language Development/High School Diploma/Independent Studies and Career Technical Education programs. Primary Clients 22 year old+ learners. Tenant is responsible for securing and complying with practices applicable and maintaining all its licenses and/or permits necessary, if any, for conducting a California public charter school. Tenant further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities. Tenant is responsible for securing and paying for any Oakland business license, and any permits/special permits as applicable for its permitted use. If Tenant desires to have a special event where catering is needed, Tenant understands that the Town Kitchen is the preferred onsite caterer at the facility. If Tenant desires to bring their own commercial vendors or provide their own food bought elsewhere (permissible with approval not unduly delayed from Landlord).
o.	Tenant's Liability Insurance:	$2,000,000 annual aggregate
p.	Interest on Late Payments:	Ten percent (10%) interest per annum (or the maximum rate permitted by law, if less) ("Overdue Rate") on outstanding balance due.
q.	Trash Pickup:	One (1) time per week on Wednesdays from the common trash dumpster. See Item Section 15 of the Lease.
r.	Address of Landlord:	Lao Family Community Development 2325 East 12th Street, Suite 226 Oakland, CA 94601, Attention: CEO (510) 533-8850 Office or (510) 694-0075 Property Mgt.

s. Address of Tenant: Any notice required or permitted under this Lease shall be deemed sufficiently given 72 hours after if sent by United States certified mail, return receipt requested, or if served in person or 24 hours if delivered via overnight Federal Express/UPS/Delivery Carrier addressed as follows:

Before Occupancy of the Premises by Tenant:
Highlands Community Charter School
1333 Grand Avenue, Sacramento, CA 95838
Attention: Murdock Smith, Executive Director/CEO

After Occupancy of the Premises by Tenant:
Highlands Community Charter School
1333 Grand Avenue, Sacramento, CA 95838
Attention: Murdock Smith, Executive Director/CEO

In each case with a
copy to:

_____
_____
_____
Attention: _____

Landlord and Tenant shall each have the right from time to time to change their respective notice address set forth in this Section 1 by written notice thereof to the other party.

2. Term.

A. Initial Term. Landlord hereby leases the Premises (as defined in Section 1.a) to Tenant, and Tenant hereby leases the same from Landlord, for the Initial Term (as defined in Section 1.d) beginning on (i) August 1, 2019, or (ii) such time as is mutually agreed to by the Landlord and Tenant , whichever is earlier (the "Commencement Date") and ending on July 31, 2022) following the Commencement Date. Landlord shall prepare, and Landlord and Tenant shall each sign and deliver to the other party hereto a signed counterpart of the Commencement Date Memorandum in substantially the form attached hereto as Exhibit C, which shall set forth the actual Commencement Date for all purposes of this Lease. The Initial Term, as extended by any and all exercised Option Period, as described below in Section 2.B, shall be defined herein as the "Term" of this Lease. Landlord shall use its best efforts to give Tenant possession as early as possible after the Effective Date. In this case, Landlord gave possession as of August 1, 2019.

B. Options to Extend. Prior to the expiration of the Term of the Lease, but no later than January 1, 2022, the Tenant may request to the Landlord an Option to Extend the Term of the Lease.

The base lease rates and terms will be negotiated at the time. The provisions of this Lease shall govern and be applicable to the Option Period, except as to the rate of Base Rent, which shall be adjusted during the Option Period pursuant to Section 3.B.ii-vi, as applicable, and

any other provision of this Lease that is expressly applicable only to the Option Period. Within ninety (90) days of Tenant and Landlord agreeing on the Option, Landlord shall compute the Base Rent for the Option Term in question and shall give written notice of the Base Rent amount for such Option Term to Tenant together with a copy of the calculation of such Base Rent amount. Tenant shall pay to Landlord as Base Rent during each Option Period, in lawful money of the United States, commencing at the commencement date of such Option Period, in the amount set forth in the notice Landlord provided pursuant to this Section 2.B. for such Option Period.

3. Rent.

A. Payment of Rent. Landlord and Tenant agree that Tenant's obligation to pay Base Rent/CAM/Modified Full Service and Additional Rent (as defined below) shall start on the Commencement Date. Base Rent and Additional Rent shall collectively be referred to herein as "Rent."

i. After the Commencement Date, Tenant shall pay Base Rent on the first day of each calendar month during the Term, in advance, in the manner described below. If the Commencement Date occurs, or if the Term ends, on a day other than the first (or last) day of a calendar month, the Base Rent for any such partial month shall be prorated based on a thirty (30) day month. Notwithstanding the foregoing, Tenant shall pay Landlord the first month's Base Rent concurrently with execution and delivery of this Lease.

ii. After the Commencement Date, Tenant shall pay Landlord the first installment of Additional Rent on the first day of each calendar month during the Term, in advance based on the Initial Estimated Operating Expenses, in the manner described below. If the Commencement Date occurs, or if the Term ends, on a day other than the first (or last) day of a calendar month, the Base Rent for any such partial month shall be prorated based on a thirty (30) day month. Notwithstanding the foregoing, Tenant shall pay Landlord the first month's Additional Rent concurrently with execution and delivery of this Lease.

iii. All Rent shall be due and payable at the address of Landlord (see Section 1.r) or at such other place designated by written notice from Landlord to Tenant. Rent payments not paid within thirty (30) days from the date when due shall bear interest from the date due until paid at the annual rate of ten percent (10%) per annum, or the maximum rate permitted by law.

B. Base Rent.

i. Initial Term. The Base Rent shall be $2.50 per square foot per month for month 1 to month 12. Base Rent shall be adjusted to a maximum of 3% increase annually for month 13 to month 24 and a maximum of additional 3% increase annually per month for months 25 to 36.

After the Initial Term, this Base Rent will be adjusted if the Tenant negotiates a new lease term with the Landlord on terms mutually agreed to by both parties in writing.

Option Period: Base Rent shall be adjusted once at the beginning of each year of the Option Period, this Base Rent increase during the Option period is based on CPI increase, if any, as compared to CPI for the preceding year (i.e., year 5).

C. Additional Rent.

i. Except as otherwise set forth in Section 3.C.iii., the Proportionate Share of Landlord's real property taxes, liability insurance and Common area Expenses of the Premises (collectively, the "Operating Expenses") shall comprise the Additional Rent to be paid by Tenant to the Landlord. The estimated monthly amount of Initial Estimated Operating Expenses for the first calendar year in which the Rent Commencement Date occurs is set forth in Section 1.e, which amount is subject to adjustment as set forth in this Lease. The Initial Estimated Operating Expenses for the first year is an estimate and subject to being updated with the actual Operating Expenses as described in Section 3.C. ii.

Additional Rent (CAM and Modified Full Service) Per the Proforma Expense dated March 1, 2019

ii. Subject to Section 3.C.i and Section 3.C.iii, Tenant shall pay to Landlord as the Additional Rent, Tenant's Proportionate Share of the Operating Expenses described in this Section, in the following manner:

1. Tenant shall pay monthly for Tenant's Pro Rata Share of Operating Expenses as reasonably estimated by Landlord. Any monies paid in advance to Landlord by Tenant shall not accrue interest thereon.

   Sixty (60) days after the end of each quarter, Landlord shall deliver a statement to Tenant setting forth the difference between Tenant's actual Pro Rata Share of Operating Expenses (subject to Section 3.C.iii) and the total amount of the monthly payment paid by Tenant to Landlord.

   Tenant shall thereafter pay to Landlord the full amount of any difference between Tenant's actual obligation over the total amount of Tenant's estimated payments within thirty (30) days after receipt of said statement; conversely, in the event Tenant's estimated payments exceeded Tenant's actual obligation, Landlord shall either refund the overpayment to Tenant or credit said overpayment against Tenant's Additional Rent obligation in the forthcoming year.

   In the event this Lease expires on a date other than the end of a billing period, Tenant's obligation with respect to any amounts owed

to Landlord shall survive the expiration of the Lease Term, and shall be invoiced to Tenant when the same have been accurately determined or, at Landlord's option, such amounts shall be reasonably estimated by Landlord to reflect the period of time the Lease was in effect during such billing period.

2. Any delay or failure of Landlord in (i) delivering any estimate or statement described in Section 3.C.ii.1., or (ii) computing or billing of Tenant's Pro Rata Share of Operating Expenses shall not constitute a waiver of its right to require an increase in Additional Rent, or in any way impair the continuing obligations of Tenant under this Section 3.C.

   In the event of any dispute as to any Additional Rent due under this Section 3.C, Tenant and its employees, accountants, advisors, attorneys and consultants shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office.

   If, after such inspection, Tenant still disputes such Additional Rent, upon Tenant's written request therefor, a certification as to the proper amount of all Operating Expense charges and the amount due to or payable by Tenant shall be made by an independent certified public accountant mutually agreed to by Landlord and Tenant. If Landlord and Tenant cannot mutually agree to an independent certified public accountant, then the parties agree that Landlord shall choose an independent certified public accountant to conduct the certification as to the proper amount of

   all of Tenant's Pro Rata Share of Operating Expense charges due by Tenant for the period in question; provided, however, such certified public accountant shall not be the accountant who conducted Landlord's initial calculation of all Operating Expense charges to which Tenant is now objecting. Such certification shall be final and conclusive as to all parties. If the certification reflects that Tenant has overpaid Tenant's Pro Rata Share of Operating Expense charges for the period in question, then Landlord shall credit such excess to Tenant's next payment of such charges and conversely, if Tenant has underpaid Tenant's Pro Rata Share of Operating Expense charges, Tenant shall promptly pay such additional charges to Landlord.

   Tenant and Landlord shall equally share the cost of such certification and the investigation with respect thereto unless it is determined that Landlord's original statement was in error in Landlord's favor by more than ten percent (10%), in which event Landlord shall be liable for all such costs.

Tenant waives the right to dispute any matter relating to the calculation of Tenant's Pro Rata Share of Operating Expense charges or Additional Rent under this Section 3.C if any claim or dispute is not asserted in writing to Landlord within ninety (90) days after delivery to Tenant of the original billing statement with respect thereto.

Notwithstanding the foregoing, Tenant shall maintain strict confidentiality of all of Landlord's accounting records and shall not disclose the same to any other person or entity except for Tenant's professional advisory representatives (such as Tenant's employees, accountants, advisors, attorneys and consultants) with a need to know such accounting information, who agree to similarly maintain the confidentiality of such financial information

iii. The parties acknowledge and agree that Tenant is a Public Charter School. The Landlord has received a property tax welfare from property taxes based on Landlord's charitable purposes (however the sublease portion of the Premise to the Tenant maybe subject to and or be exempt from some level of property tax as the Tenant is a Public Charter School) if applicable. Tenant is responsible to file annual property tax welfare exemptions on the county's deadline and notify the Landlord and show proof of filing. Landlord will work with the county to obtain any adjustments to the property tax before any credit can be given.

The Landlord will work with the owner of the Premise to obtain/ maintain the Landlord's tax exemption for the overall Premises.

Tenant shall be responsible for its Pro Rata Share of the unsecured property taxes assessed on the sublease portion of the Facility, and the parties shall work together to calculate the resulting amount of Tenant's sublease portion in the Pro Rata Share of Operating Expenses.

For the avoidance of doubt, the amount of unsecured property taxes that would be assessed on the Premises if it does not receive a tax welfare exemption shall be considered for purposes of calculating the maximum amount of Tenant's Pro-Rata Share of Operating Agreements, but Tenant shall not have any obligation to pay such amount of taxes as long as the welfare exemption is maintained. The parties further acknowledge and agree that Tenant shall not be liable for any increase in real property taxes resulting solely from (a) improvements made by Landlord or other tenants of other parts of the Facility after the Commencement Date, or (b) the sale or transfer of the Facility by Landlord or Master Landlord.

4. Common Areas.

A. Common Areas. "Common Areas" as used in this Lease means the existing and future improvements to the Facility, including, without the second floor conference room #203, the kitchenette room #202, the outdoor recreational area by the basketball court

(unless occupied by other tenants for a private event), parking areas, walkways, sidewalks, hallways, restrooms, loading areas, stairways, elevators and other generally understood public or common areas in the Facility. Tenant and Tenant's agents, employees and invitees shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants, invitees and residents of the Facility to use of the Common Areas. Landlord shall have the sole right to regulate the use of the Common Areas; provided that nothing shall restrict access to the Premises by Tenant and its agents, employees, contractors, invitees and guests.

B.

Common Area Expenses shall not include (and Tenant shall not be charged for) (1) the costs to repair or replace the Common Areas necessitated to comply with the Americans with Disabilities Act as such laws are in effect as of the Commencement Date and/or any and all structural aspects of the Facility, such as the roof and exterior walls. (2) The following is included in the calculation of experiences related to operating the Facility per Proforma March 1, 2019 which includes wages, salaries and fees of auditing and accounting personnel in connection with the Facility, whether fulltime or part-time; (3) payroll charges for personnel, such as unemployment and social security taxes, workers' compensation, health, accident and group insurance, and other so-called reasonable fringe benefits; (4) rental charges for office space specifically chargeable to the operation and management of the Facility; and (5) the cost of any labor saving devices that may, from time to time, be placed in operation as a part of Landlord's maintenance program. However, in the event there are revisions to the Americans with Disabilities Act following the Commencement Date and such revisions dictate that repairs or replacements be made to the Common Areas, Landlord shall perform such work and include the costs thereof in Common Area Expenses; provided, however, that any capital expenditure shall be amortized (including interest at market rates on the unamortized cost) over its reasonable useful life.

5. Security Deposit.

At the time of the Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum shown as Security Deposit in Section 1.m. The Security Deposit is to be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. In the event the Lease gets terminated prior to the Commencement Date, Landlord shall return any and all amounts deposited by Tenant within three (3) business days of the date the Lease was terminated.

If Tenant is in Default, Landlord can use the Security Deposit, or any portion of it, to cure the Default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's Default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the Security Deposit expended or applied by Landlord as provided in this Section 5 so as to maintain the Security Deposit in the sum initially deposited with Landlord. If Tenant is not in Default at the expiration or termination of this Lease, Landlord shall return the Security Deposit to Tenant within thirty (30) days of expiration or termination of this Lease. Landlord's obligations with respect to the Security Deposit are those of a debtor and not a trustee. Landlord will maintain the Security Deposit separate and apart from Landlord's general funds. Landlord shall not be required to pay Tenant interest on the Security Deposit.

6. Use.

A. General Use Requirements. Notwithstanding anything in this Lease to the contrary, Tenant shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Should any regulation now or hereafter be imposed on Tenant by any governmental body relating to the use or occupancy of the Premises or the Common Areas by Tenant or any guest or invitee of Tenant or concerning occupational, health or safety standards for employers, employees, or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such regulations if such regulations relate to anything within the Premises or if compliance with such regulations is within the control of Tenant and applies to an area outside of the Premises.

B. Legal Use Compliance Requirements. Tenant shall use and occupy the Premises or any portion thereof, for uses in compliance with all applicable federal, state or local laws, statutes, ordinances, orders, rules, regulations and requirements.

C. New Markets Tax Credit Program Use Requirements. Tenant acknowledges that the Landlord utilized New Markets Tax Credit financing pursuant to Section 45D of the Internal Revenue Code of 1986, as amended (the "New Markets Tax Credit Program") to construct the Facility containing the Premises and consequently Tenant must abide by the following covenants described in this Section 6. Tenant shall use and occupy the Premises in compliance with the requirements of New Markets Tax Credit Program, all of which are incorporated herein by this reference. Tenant specifically acknowledges and agrees that it may not use or occupy the Premises or allow the use or occupancy of the Premises, or any portion thereof, by or for any of the following excluded businesses: (a) any trade or business consisting of the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises; (b) any trade or business the principal activity of which is "farming" (within the meaning of Section 2032A(e)(5)(A) or (B) of the Code; (c) any trade or business consisting predominantly of the development or holding of intangibles for sale or license; and (d) the ownership or rental to others of "residential rental property", as such term is defined under Section 168(e)(2) of the Code.

D. New Markets Tax Credit Community Impact & Fed. Dept. Health and Human Service First Source Hiring Office of Community Service Requirements. For so long as the Loans remain outstanding, and relating to certain reporting requirements imposed on Landlord by the Lender in connection therewith, Tenant agrees to endeavor to achieve the following:

(i) Provide job training and career opportunities to individuals whose households income is below eighty percent (80%) of the area median income ("Low Income Persons")

(ii) Work to provide internships and apprenticeships at the Premises for Low Income Persons;

(iii) Hire at least twenty percent (20%) Low Income Persons, minorities, or local businesses to serve the workforce needs of the Tenant at the Premises;

(iv) Provide and improve access to important goods and services to Low Income Persons and within the low income community including but not limited to:

(v.) Strengthening and stabilizing low income communities throughout California as a result of the mission driven initiatives of the Tenant; and

(vi.) Educational and job training opportunities.

(vii.) First Source Hiring (LFCD OCS Funding requirement. Send job openings and opportunities to LFCD. LFCD will identify qualified candidates to refer to Tenant to review, consider for interview for opportunities and hire if qualified as determined by Tenant.)

Tenant agrees that Tenant shall reasonably cooperate with Landlord to document compliance with this Section by giving Landlord reasonable access to records maintained by Tenant regarding Tenant's operations, provided, however, that (i) Tenant will not be required to disclose any confidential or private information regarding its employees, operations or clients, and Tenant shall have reasonably determine of whether particular information is private or confidential ; (ii) Tenant will not be required to maintain or create records Tenant does not already collect in the ordinary course of business; and (iii) any requirement that Landlord has to file reports or complete paperwork regarding the New Markets Tax Credit Program shall be solely Landlord's obligation and at Landlord's expense.

E. Access to the Premises. Tenant and Tenant's agents, employees and invitees shall have access to the Premises, seven (7) days a week, twenty-four (24) hours per day. Landlord and Tenant to work out the process per the Landlord's Operating Procedures Rules.

7. Sublease and Assignment.

Tenant shall not sublease all or any part of the Premises, or assign this Lease in whole or in part without Landlord's written consent, which consent shall not be unreasonably conditioned, withheld or delayed. Tenant acknowledges and agrees that, for so long as the Loans are outstanding, (a) Landlord may be required to obtain the written consent of Lender pursuant to the loan documents evidencing the Loans (collectively, the "Loan Documents") in connection with a request for consent submitted by Tenant and (b) it shall not be unreasonable for Landlord to reject Tenant's request for consent if Lender rejects Landlord's request with respect to same.

8. Repairs.

A. Except as otherwise provided in Section 8.B, during the Term of this Lease, Tenant shall make, at Tenant's sole expense, all necessary repairs to the non-structural parts of the Premises, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Tenant shall be responsible for repairing (i) all interior lighting, (ii) interior electrical wiring systems, electrical fixtures, and electrical equipment exclusively serving

the Premises, (iii) interior doors, locks and door closers of the Premises, (iv) all signage on the Premises, (v) security systems serving exclusively the Premises, (vi) all partitions, fixtures, equipment, interior painting, interior walls, and floor coverings of the Premises, (viii) all interior walls and interior doors of the Premises, and (viii) all glass, windows, window frames, window casements on or about the Premises. All repairs and work to be performed by Tenant shall be completed with materials and workmanship of the same character, kind and quality as the original thereof, and to the reasonable satisfaction of Landlord.

B. Landlord shall be responsible for repairing, maintaining and preserving, in good condition, the Property and the Facility, including, its structural portions, including the roof, all exterior walls, floors (as opposed to floor coverings), skylights, and the foundation of the Facility, its major mechanical systems, electrical, heating, ventilation, air condition system, plumbing and sewer systems, including those portions of such systems which are outside the Premises, gutters and downspouts on the Facility, the Common Area, and elevator service. All repairs and work to be performed by Landlord under this Lease shall be performed in a good and workmanlike manner, using new materials equivalent in quality to those used in the construction of the initial improvements to the Facility. All work shall be diligently prosecuted to completion. Upon completion by Landlord of such repairs and work, Tenant shall inspect or cause to be inspected the Premises and the repairs made thereon to ensure compliance with the standards set forth herein in connection with such repairs. In the event that Tenant determines that any repair was performed in a substandard condition or requires further repair or attention, Tenant shall notify Landlord in writing of the need to perform additional repairs and Landlord shall perform or cause to be performed such work as is reasonably necessary to address Tenant's concerns regarding said repair work and shall complete the same within ten (10) business days of written notice from Tenant regarding such additional repairs. Landlord shall ensure that all work is performed to current construction codes. Landlord shall cause each contractor and subcontractor to maintain all workers' compensation insurance required by law and liability insurance (including property damage) in amounts reasonable for the work to be performed or as may be reasonably required by Tenant.

9. <u>Alterations and Tenant Improvements</u>.

A. Tenant, at Tenant's sole expense, shall have the right following Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials and do not compromise the Facility in Landlord's sole determination. Notwithstanding the foregoing, Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the Term provided that all

damage to the Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Second floor material changes may only be to change the existing carpet.

B. Tenant shall be solely responsible for the payment of the following items:

Total Costs for any tenant improvements referenced in this Section 9B will be paid in advance to the Landlord, if the Tenant wishes for the Landlord oversee the work. Landlord can oversee the work completion and bid estimates; which the Tenant will approve in writing.

10. Property Taxes.

To the extent applicable, Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments pertaining to the Property coming due during the Term, and all personal property taxes with respect to Landlord's personal property, if any, on the Property. Tenant shall be responsible for paying all personal business equipment property taxes with respect to Tenant's personal business property at the Premises. Tenant shall also be responsible for paying all applicable taxes associated with the Tenant's leasehold interest in the Premises (ie including Tenant's personal business equipment leases).

11. Insurance.

A. Landlord shall maintain fire and extended coverage insurance on the Facility and the Premises in such amounts as Landlord shall deem appropriate or that Lender shall require.

B. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Facility with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord, San Antonio Neighborhood Resource Center, LLC, CARE Community Inc. a member of San Antonio Neighborhood Resource Center LLC, and Master Leaseholder Lao Family Community Development, and the Lenders shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Section 11.B. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Premises or the Facility.

C. Landlord and Tenant agree to cause the insurance companies issuing their respective insurances to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively, as long as the insurance is not invalidated by such waiver. If the waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant waive any right that either may have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

12. Services and Utilities.

A. Landlord agrees to supply water, gas, light, heat, power, electricity, telephone and sewer connections to the Premises, including fiber optic cables to the main server room of the Facility. If separately metered or provided, Tenant shall be responsible for paying all water, gas, light, heat, power, electricity, telephone, sewer charges, and all other services supplied to or consumed on the Premises, and all taxes and surcharges thereon. If any other utility or service is not separately metered or provided, Tenant shall pay Tenant's proportionate share of charges for the utility or service as part of the Additional Rent. Tenant shall pay to Landlord Tenant's Proportionate Share of the cost of all utilities and services supplied to the Common Areas as part of the Additional Rent.

There shall be equitable adjustments made for those tenants in the Facility that are high utility users, such as the tenant operating a restaurant, the tenant(s) operating a restaurant training facility or tenants with showers and clothes washing machines.

B. Landlord shall provide heating, ventilation, air conditioning system, elevator service, and garbage removal for the Facility, including the Premises.

C. Landlord agrees to provide, during business hours and, upon notice from Tenant, outside of business hours, heating, ventilation and air conditioning in sufficient quantities and temperature to provide Tenant comfortable occupancy of the Premises and comfortable use of the Common Areas. The Facility shall be adequately lit at all times during the Term.

D. Landlord will provide (1) dedicated clicker for the parking lot gate, (2) dedicated parking spaces based on 1,704 sf lease premise, 1 basic set of building and suite keys, a main reception/info personnel during regular business hours, basic commercial janitorial for all bathrooms, lobby floor and CAM area floors, basic carpet vacuuming, sweeping and mopping janitorial in the Tenants office space, CAM and office garbage receptacle removal, lighting, main fire alarm monitoring, annual pest, fire extinguishers including annual examination and filling, elevator permit and maintenance, maintenance of common public areas, Landlord's portion of general liability and property insurance, annual exterior window cleaning, ground upkeep and repairs, maintenance and repair of bathrooms, a common mail room and common trash enclosure area outside.

E. Tenant to pay for its own server and internet data service if beyond the amount Landlord can give allowance for, alarm system in their units, telephone/fax in their units, copy/scanner machines if relevant, office supplies, any special locksmith, window treatments, painting and decorations, etc.

F. Tenant to obtain their own business license. Tenant to obtain their own general, liability, property and business equipment and other insurance relevant to their business. Tenant responsible to file their annual welfare tax exemption with the county for their property tax. Tenant is also responsible for paying their own employees.

13. Signs.

Tenant's name and business identification shall be placed in the directory of the Facility in the lobby. Appropriate suite entrance signage will be installed by the Tenant at tenant's cost. If Tenant wants the Landlord can oversee installation and the cost will be passed on to the Tenant. Landlord will provide a style guide for Tenant. Tenant to provide logo and other information to the Landlord.

14. Entry.

Landlord shall have the right to enter upon the Premises at reasonable times, during normal business hours and after reasonable written notice (except in the event of a required emergency repair), to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Premises.

15. Janitorial.

Commercial janitorial of common spaces throughout the Facility and basic janitorial in the Tenant's Premises will be provided by the Landlord or Landlord's vendor. Interior cleaning of office spaces is at basic level. Landlord estimate it is 2-3 times a week and some items service is daily.

16. Facility Rules.

Tenant will comply with the rules of the Facility adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

17. Damage and Destruction.

A. If the Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects so as to render the same tenantable for Tenant's purposes, and if the damages cannot be repaired as reasonably determined by Landlord within two hundred seventy (270) days from the date of said casualty, this Lease shall terminate as of the date of such casualty. If the damages can be repaired within said two hundred seventy (270) days, and Landlord does not elect within ninety (90) days after the date of such casualty to repair same, then Tenant shall have the right to terminate this Lease as of the date of such damage by giving written termination notice to Landlord. In the event of any such termination, the parties shall have no further obligations to each other, except for those obligations accrued through the effective date of such termination; and, upon such termination, Tenant shall immediately surrender possession of the Premises to Landlord. Should Landlord elect to make such repairs, this Lease shall remain in full force and effect (except as otherwise provided in this Section 16), and Landlord shall proceed with all due diligence to repair and restore the Premises to a condition substantially similar to that condition which existed prior to such casualty (excluding Tenant's alterations, trade fixtures, equipment and personal property, which Tenant shall be required to restore). In the event the repair and restoration of the Premises extends beyond two hundred seventy (270) days after the date of such casualty due

to causes beyond the control of Landlord, this Lease shall remain in full force and effect (except as otherwise provided in this Section 16), and Landlord shall not be liable therefor; but Landlord shall continue to complete such repairs and restoration with all due diligence. In the event of minor damage to any part of the Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this Section 16, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.

B. Tenant shall be relieved from paying Rent and other charges during any portion of the Term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant.

C. The provisions of this Section 16 extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

18. Default.

If default shall at any time be made by Tenant in the payment of Rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the Term ended and terminated and terminate Tenant's right to possession of the Premises by giving Tenant written notice of termination, and if possession of the Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use commercially reasonable efforts to mitigate its damages.

19. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the Term.

20. Condemnation.

A. If any legally, constituted authority condemns the entire Facility or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession (a "Taking"), and all Rent paid or payable hereunder

shall be apportioned between Landlord and Tenant as of the date of such Taking. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation.

B. If any material portion, but less than all, of the Property, Facility or Premises becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to any Lender, then Tenant may terminate this Lease by delivering written notice thereof to Landlord within thirty (30) days after such Taking. All Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If this Lease is not so terminated, then Rent thereafter payable hereunder shall be abated for the duration of the Taking in proportion to that portion of the Premises rendered tenantable by such Taking for as long as, and to the extent that, such portion of the Premises is rendered tenantable.

C. Neither party shall have any rights in or to any award made to the other by the condemning authority.

21. <u>Subordination, Nondisturbance, and Attornment</u>.

A. Tenant's rights under this Lease shall subordinate to the interest of any lien of any deed of trust in force or later placed against the Property (including, without limitation, by Lender or any other lender of Landlord), upon any Facility placed later upon the Property and to all advances made upon the security thereof. With the exception of Lender and any Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing, executed by the Master Landlord for the benefit of the Lenders, no mortgagee or beneficiary named in a deed of trust shall disturb Tenant's peaceable possession of the Premises if Tenant is not in default under this Lease. Any mortgagee or beneficiary of Landlord may, at its option, subordinate its mortgage or deed of trust to this Lease.

This Section 20A. is self-operative, and no further documentation of Tenant's subordination and attornment is required; however, Tenant shall execute any customary subordination agreement requested by Landlord, or any mortgagor or beneficiary of Landlord upon written request (including without limitation Lender). Tenant shall accept performance of any of Landlord's obligations hereunder by any mortgagee or beneficiary of Landlord.

B. If any proceedings are brought for foreclosure, or if the power of sale under any deed of trust or deed to secure debt made by Landlord covering the Premises is exercised, Tenant shall attorn to the purchaser upon the foreclosure or sale and recognize the purchaser as the Landlord under this Lease.

C. Tenant agrees to make such reasonable modifications to this Lease as may be reasonably required in connection with the obtaining of financing or refinancing of the Facility or any portion thereof or interest therein, so long as such modifications do not change the economic terms hereof or materially affect Tenant's rights, increase Tenant's obligations, or reduce Landlord's obligations hereunder.

D. Landlord agrees to provide a non-disturbance agreement, in form and substance reasonably satisfactory to Tenant, from all holders of superior positions to Tenant's interest under the Lease.

22. Indemnification.

A. Except to the extent caused by the gross negligence or willful misconduct of any Landlord Indemnified Party (as defined below) or a breach of this Lease or any applicable law, ordinance, rule, or regulation by a Landlord Indemnified Party, Tenant shall at all times relieve, defend, indemnify, protect, and hold harmless Landlord, officers, agents, consultants, counsel, employees and volunteers (each, a "Landlord Indemnified Party") from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Tenant (the "Landlord Claims"), for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of Landlord, its officers, agents, employees or volunteers, to the extent that such Landlord Claims arise from or are caused by (a) the operation, maintenance, use, or occupation of the Property by Tenant or its agents, officers, employees, licensees, concessionaires, permittees or any sub lessees, (b) the acts, omissions, misconduct or negligence of Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, or (c) the failure of Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees to observe and abide by any of the terms or conditions of this Lease or any applicable law, ordinance, rule, or regulation.

The obligation of Tenant to so relieve, indemnify, protect, and save harmless Landlord, officers, agents, consultants, counsel, employees and volunteers, shall continue during any periods of occupancy or of holding over by Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, beyond the expiration of the Term

B. Except to the extent caused by the gross negligence or willful misconduct of any Tenant Indemnified Party (as defined below) or a breach of this Lease or any applicable law, ordinance, rule, or regulation by a Tenant Indemnified Party, Landlord shall at all times relieve, defend, indemnify, protect, and hold harmless Tenant and its officers, agents, consultants, counsel, employees, volunteers, invitees, guests, licensees, permittees and sub lessees (each, a "Tenant Indemnified Party") from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Landlord (the "Tenant Claims"), for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of Tenant, its officers, agents, employees or volunteers, to the extent that such Tenant Claims arise from or are caused by the willful misconduct or gross negligence of Landlord, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees (other than Tenant). The obligation of Landlord to so relieve, indemnify, protect, and save harmless Tenant and its officers, agents, consultants, counsel, employees, volunteers, invitees, guests, licensees, permittees and sub lessees shall continue during any periods of occupancy or of holding over by Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, beyond the expiration of the Term.

C.

23. Surrender of Property.

At the termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises, or any portion thereof, so terminated. Upon such termination the Premises, or any portion thereof, so terminated shall become the sole property of Landlord at no cost to the Landlord and shall be free of all liens and encumbrances and in "as-is, where-is" condition.

24. CASp Inspection.

In accordance with California Civil Code Section 1938, the Landlord hereby discloses to the Tenant that the Premises has not undergone an inspection by a "Certified Access Specialist" (CASp). The following provision is required to be included in this Lease pursuant to California Civil Code Section 1938:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject p remises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

In the event Tenant desires to cause a CASp inspection, then such inspection shall occur after the Lease Commencement Date, and, as between the Landlord and the Tenant, the Tenant shall be solely responsible for the costs of such inspections and the cost of making any repairs identified by such inspection; provided, however, any repair work is subject to all applicable requirements of this Lease.

25. Parking.

Tenant and Tenant's employees shall have access to (2) dedicated parking space identified as parking space #18 and #19 at the Facility and (1) Clicker. Replacement of a lost clicker is at a cost of $200 per clicker.

An additional eleven (11) public parking spaces at the Facility will be on a first come first serve basis. Beyond the Tenant's one (2) dedicated parking spaces, the Tenant has the option to enter into negotiations with the Landlord for the rental of additional designated parking spaces ($80 per space per month for additional parking. Limited availability).
Tenant may negotiate with the Landlord for additional clickers at ($200 per additional clicker. Limited availability). The Landlord will provide parking lot usage rules to all of the tenants closer to the time of Commencement Date.

26. Brokers. – Check One

__X__ Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for a real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

_____ Tenant was shown the property by_____ who is a licensed real estate agent in the State of California from_____ Agency. Landlord and Tenant agree to abide by the signing party's listing agreement and to pay the commission amount specified.

27. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

28. Notice to Lender.

So long as the Lenders shall hold a lien on the Property, Tenant and Landlord each agree that, simultaneously with the giving of each other notice pursuant to this Lease, they shall also give a duplicate copy thereof to such Lenders, or their designated assigns.

29. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

30. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors, transferees and assigns.

31. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's written consent is required or desirable under this Lease. Tenant acknowledges and agrees that, for so long as the Loans remain outstanding, (a) Landlord may be required to obtain the written consent of Lender pursuant to the Loan Documents in connection with a request for consent by Tenant and (b) it shall not be unreasonable for Landlord to reject Tenant's request if Lender rejects Landlord's request with respect to the same.

32. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at the Overdue Rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

33. Compliance with Law.

Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Property and/or Landlord, as the fee owner of the Property.

34. Final Agreement.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein, and terminates and supersedes all prior understandings or agreements on such subject matter. This Agreement may be modified only by a further writing that is duly executed by both parties.

35. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

36. Attorneys' Fees; Jurisdiction; Venue.

If any such action or proceeding shall be in Oakland, California. If any action, proceeding or arbitration is brought to enforce this Agreement or interpret any of its terms, the prevailing party in such action shall be entitled to recover from the non-prevailing party in addition to its costs and expenses (including, without limitation, its reasonable attorneys', accountants', experts', and consultants' costs, expenses and fees, court costs and investigative expenses prior to trial, at trial and on appeal). Each party to this Agreement consents to the jurisdiction of the courts of the State of California and the United States courts in the State of California and agrees that venue in any such action or proceeding shall be in Oakland, California.

37. Force Majeure.

Each party shall be excused from performing an obligation or undertaking provided for in this Lease for so long as such performance is prevented, delayed, retarded or hindered by an Act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strike, lockout, action of labor unions, requisitions, laws, or orders of government or civil or military authorities.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

LAO FAMILY COMMUNITY DEVELOPMENT, a California nonprofit public benefit corporation

By: _____

Name: KATHY GIAO ROTHBERG

Its: CEO

TENANT:

Highlands Community Charter School, a Public Charter School, a California nonprofit corporation

By: _____

Name: MURDOCK SMITH

Its: EXECUTIVE DIRECTOR

EXHIBITA

SITE PLAN

(SEE ATTACHED SITE PLAN)

EXHIBIT B

LANDLORD'S WORK

The following work shall be completed by Landlord, at cost and expense, before the Commencement Date, using Facility standard materials and be prorated share to be reimbursed by the Tenant to the Landlord:

(i) Construct grind & seal floors at proportionate share for the 1,704 sf Tenant space.

Tenant's Total Cost: $4,123.68 ($2.42 sf x 1,704 sf.) for Highlands Community School Share Cost. The total area of work was 10,000 sf at $24,200.00

**SCHEDULE 1 TO
LANDLORD'S
WORK**

**Completed by Decking Around &
Norcal**

EXHIBIT C

COMMENCEMENT DATE

MEMORANDUM

This Commencement Date Memorandum is made as August 1, 2019, by and between Lao Family Community Development Inc., as Landlord, and the Highlands Community School, as Tenant, with reference to that certain Tenant Sub-Lease Agreement (the "Lease"), dated as of August 1, 2019 by and between Landlord and Tenant for the leasing of certain premises (the "Premises") located at 2325 E. 12th Street in Oakland, CA 94601, as more particularly described in the Lease. Capitalized terms used but not defined herein shall have the meanings set forth for such terms in the Lease.

Suite #106 which is 1,704 square feet,
Total of 1 room at 1,704 sf

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Tenant hereby agree as follows:

1. The Commencement Date shall be August 1, 2019.

2. The Expiration Date of the Initial Term of the Lease shall be JULY 31, 2022.

3. Landlord and Tenant hereby further agree that the Lease is in full force and effect, and that the terms and provisions of the Lease shall remain unchanged.

4. In the event of any conflict or inconsistency between the terms and provisions of this Commencement Date Memorandum, the terms and provisions of this Commencement Date Memorandum shall prevail.

[SIGNATURES ON FOLLOWING PAGE]

LANDLORD:

By: _____

Name Printed: Kathy Chao-Rothberg

Title: Chief Executive Director

Date: 8/22/19

TENANT:

By: _____

Name Printed: Maureen Swift

Title: EXECUTIVE DIRECTOR

Date: 8/23/19

LAO FAMILY
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Chief Executive Officer

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LOCATIONS

Lao Family Headquarters at CARE Community Center
2325 East 12th Street, Ste 226
Oakland, CA 94601
TEL 510 533 8850
FAX 510 533 1516

Career Employment Center and Oakland Office
7200 Bancroft Avenue
Suites 135 & 140
Oakland, CA 94605
TEL 510 838 1077

San Pablo Office
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San Pablo, CA 94806
TEL 510 215 1220

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TEL 916 393 7501
FAX 916 393 7574

MEMORANDUM OF UNDERSTANDING BETWEEN HIGHLANDS COMMUNITY CHARTER & TECHNICAL SCHOOLS AND LAO FAMILY COMMUNITY DEVELOPMENT, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2022 (the "Effective Date"), by and between Highlands Community Charter & Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and the Lao Family Community Development Inc., a non-profit community based entity organized and existing under the laws of the State of California (hereinafter "LFCD").

WHEREAS, LFCD is the owner of a certain real property and its main facilities are located at 8480 Edes Avenue in Oakland, CA 94621. Classroom and office facilities to be utilized under the terms of this agreement are located at the Multi-purpose training annex building near 85th Avenue known as Highlands Facility.

WHEREAS, HIGHLANDS and LFCD desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of LFCD's sites during the 2022-2027 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LFCD hereby agrees as follows:

1. General Information
   a) Both HIGHLANDS and LFCD agree not to discriminate in the selection or acceptance of any adult student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   b) Each adult student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/ or English Language Development.
   c) Each adult student will be subject to policies, rules, and regulations of HIGHLANDS.

2. Use of the Site
   LFCD hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the sites for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs for adult students. HIGHLANDS' use of the sites shall comply with all LFCD policies and regulations and/ or practices applicable and maintaining all licenses and/ or permits necessary,

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if any, for conducting a California public charter school for adults. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

- 1 Large Classroom (approximately 1,000 SF)
- Secure storage for textbooks and supplies
- 1 Unisex ADA restroom (260 SF)
- Adequate parking for students and staff (approximately 30 spaces)
- Office space/Teacher's Space

a) Term. HIGHLANDS' use of the site shall be for the 2022-2027 school years commencing on July 1, 2022 and terminating on June 30, 2027. Rent is waived for 07/01-08/30/22. The rent start date is 09/01/2022. Within 90 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

b) Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with LFCD's shared use of the site, if any. LFCD's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

c) Reversion to LFCD. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and LFCD's equipment and building thereon, shall revert to LFCD.

d) Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LFCD with reasonable advance notice of the time and nature of the drill.

e) Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than the buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school for adults. In the alternative, HIGHLANDS may use furnishings and equipment from LFCD, if available. Upon completion of equipment conducted by LFCD, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

f) Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and LFCD agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LFCD shall do whatever is necessary to make the space or facility safe or compliant at its sole

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expense and discretion or on terms that HCCTS and LFCD mutually agree to.

3. Facilities Use
   a) LFCD agrees to provide space to HIGHLANDS as described in section 2 at a charge of $5,000.00 (all utilities and janitorial are included and tenant improvement cost --approximately $3.97 sf X 1,260 SF) for the duration of this agreement until either party shall terminate this MOU by giving a written notice of intention to terminate at least (90) days prior to the date of termination or until June 30, 2027. There is a COLA adjustment of the CPI for the SF Bay Area of 3% annual minimum and 5% annual maximum.

4. Instruction
   All curricula for classes taught for HIGHLANDS' adult students must be approved and by appropriate HIGHLANDS' staff.

   Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all its staff.

5. Maintenance and Operations
   The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of LFCD; LFCD will provide janitorial service and/or janitorial staff to clean the classroom and restroom space at 5X a week.

   In the event that HIGHLANDS requires LFCD to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LFCD directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LFCD property. LFCD reserves the right to implement a process for submission of maintenance /repair requests.

6. Installation of Improvements by HIGHLANDS
   HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LFCD' prior written consent. LFCD approval of any improvements, including the work schedule, work hours, and modifications, shall be at reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LFCD's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in

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compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and appropriate wage laws. LFCD or its agent· shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LFCD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LFCD requires the cessation of work, LFCD and HIGHLANDS will immediately meet to address LFCD concerns. No construction or installation will resume until LFCD's concerns are adequately addressed.

7. Provision of Facilities

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2022.

8. Security System/Keys

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/ or site visits/monitoring by a private security patrol.

9. Condition of Property

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to business license, health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct.

LFCD shall remain responsible for compliance with ADA, FEHA California, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the

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Chairman

Framta Saechao
Secretary

Rita Xavier
Treasurer

Koy Saephan Jay
Director

LOCATIONS

Lao Family Headquarters at CARE Community Center
2325 East 12th Street, Ste 226
Oakland, CA 94601
TEL 510 533 8850
FAX 510 533 1516

Career Employment Center and Oakland Office
7200 Bancroft Avenue
Suites 135 & 140
Oakland, CA 94605
TEL 510 838 1077

San Pablo Office
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San Pablo, CA 94806
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satisfaction of LFCD and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LFCD reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property

The Parties acknowledge that title to the site and all improvements are held by LFCD, and shall remain in procession of LFCD at all times.

11. Surrender of Premises

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LFCD in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omission, minus normal wear and tear, after vacating the site.

12. Insurance

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. LFCD shall maintain fire and extended coverage insurance on the facility and property as Landlord deems as appropriate or its lender shall require. LFCD and HIGHLANDS shall each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to its respective activities of each in the facility with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by LFCD and such insurance affords a minimum protection of not less than $2,000,000 combined single limit coverage of bodily injury, property damage, or combination hereof.

LFCD as Landlord, CARE Campus LLC and Lender shall be listed as an additional insured on HIGHLAND's policy or policies of general liability insurance and HIGHLANDS shall provide LFCD with evidence of current Certificate of Insurance as required by section 12 of this agreement. HIGHLANDS to notify LFCD of its policy change prior to 60 days before the expiration. HIGHLANDS shall procure and maintain insurance for their business personal property and vehicles. LFCD and HIGHLANDS agree to cause the insurance companies issuing their respective insurances to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively as long as the insurance is not invalidated by such waiver. If the waiver or subrogation are contained in their respective policies, Landlord and Tenant waive any right that either may

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have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

13. Indemnification

With the exception of any liability, claims or damages caused by the gross negligence or willful misconduct of Landlord, or breach of this lease or any applicable law, ordinance, rule or regulation by a Landlord Indemnified Party, HIGHLANDS shall at all times relieve, defend, indemnify, protect and hold harmless, and defend Landlord, its officers, employees, agents, volunteers (Landlord Indemnified Parties) against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, and costs, including reasonable legal costs, reasonable attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, of HIGHLANDS use, or in connection with, the LFCD's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by LFCD, in or about the site;

With the exception of any liability, claims or damages caused by the gross negligence or willful misconduct of HIGHLANDS, or breach of this lease or any applicable law, ordinance, rule or regulation by a HIGHLANDs Indemnified Party, LFCD shall at all times relieve, defend, indemnify, protect and hold harmless, and defend HIGHLANDS, its officers, employees, agents, volunteers (HIGHLANDS Indemnified Parties) against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, and costs, including reasonable legal costs, reasonable attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgement rendered against LFCD, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, of LFCD use or in connection with, the HIGHLANDS use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site;

14. Placement of Signs

HIGHLANDS may display banners and/ or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/ or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises. HIGHLANDS to comply with local signage ordinance.

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15. Marketing

HIGHLANDS and LFCD will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and LFCD.

16. Access to Inspection

HIGHLANDS shall permit LFCD, its agents, representatives or employees, to use the classroom during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LFCD to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LFCD' oversight obligations. LFCD shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination

The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (90) days in advance of that intention.

18. Taxes

LFCD shall be solely liable for any and all taxes which may be levied or assessed upon the business personal property, furnishings or fixtures of LFCD located at the site or used by HIGHLANDS. HIGHLANDS shall be responsible for any taxes on portable Business Personal Properties of its own.

19. Notice

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

Murdock Smith
Highlands Community Charter & Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Kathy Chao Rothberg
Lao Family Community Development, Inc.
2325 E. 12th Street, Suite 226
Oakland, CA 94601
Attention: Chief Executive Office

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Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Captions

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as

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evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution

In the event of any dispute between HIGHLANDS and LFCD regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LFCD' and HIGHLANDS' Executive Directors-CEOs. The Executive Directors-CEOs shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors-CEOs within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of LFCD shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 4/26/22
Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 7/1/22
Kathy Chao Rothberg, CEO
Lao Family Community Development, Inc.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St.** | 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave.** | 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St.** | 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd.** | 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy.** | 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave.** | 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr.** | 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave.** | 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St.** | 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms** | 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave.** | 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St.** | 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way** | 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln.** | 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave.** | 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St.** | 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way** | 3237 Peacekeeper Way, McClellan, CA 95652 *(Combining Luce Ave. & Palm St.)*
20. **Rumrill Blvd.** | 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St.** | 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St.** | 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave.** | 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St.** | 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd.** | 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd.** | 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd.** | 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*
4. **O St.** | 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont** | *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle** | 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd.** | 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St.** | 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd.** | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(Combining Folsom 1 & 2)*
5. **Franklin Blvd.** | 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*

6. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave.** | 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave.** | 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy.** | 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave.** | 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd.** | 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave.** | 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy.** | 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
   **CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College** | 10121 Westminster Ave., Garden Grove, CA
2. **Asher** | 1215 Howe Ave., Sacramento, CA 95834
3. **Federico** | 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed** | 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek** | 4330 Watt Ave., Sacramento, CA
   **CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave.** | 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr.** | 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
3. **Arden Way** | 901 Arden Way, Sacramento, CA 95815 *(Warehouse/Receiving) (Previously Arden)*
4. **Boxwood St.** | 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd.** | 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **Bowling** | 7171 Bowling Drive, Sacramento, CA 95823 *(CICA)*
2. **El Camino** | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
3. **Fair Oaks 2** | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
4. **Folsom 2** | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
5. **Marysville 2** | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
6. **S. Lake Tahoe** | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members
Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary; Sonja Cameron, Corporate Treasurer; Rickey Jones, Mellonie Yang, Mary DeChance, Mike Reid
Executive Director
Bill McGuire

Board Meeting Agenda

Call-in Number: +1 669 900 6833
Meeting ID: 865 7344 7851

DATE & TIME: **Thursday, November 7, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

A. CALL TO ORDER AND ROLL CALL

B. ADOPTION OF THE AGENDA

C. FLAG SALUTE

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

Anyone may address the Board regarding any item within the Board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the Board regarding any item not listed on the agenda. These presentations are limited to 3 minutes, and the allotted time will not exceed (30) thirty minutes.

E. ACTION ITEMS

1. Contract Approval
   Request the Board to approve contracts over $100,000. The Executive

Director recommends approval. Updated on November 6, 2024.

2. 2024-25 Salary Schedule
Request the Board to approve the 2024-25 Salary Schedule. The Executive Director recommends approval.

F. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

1. Adoption of Minutes
Copies of the minutes of each regular or special meeting of the Board of Directors shall be distributed to Board members with the agenda for the next regular meeting, or as soon as reasonably possible.

Regular Board Meeting - Oct 17 2024 - Minutes - Html

2. Adoption/Elimination of Job Descriptions
The Executive Director has reviewed and recommended the following job descriptions for approval.

Chief of Staff - Remove

Compliance Officer - Remove

Senior Director of Alumni Relations - Remove

3. Adoption of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

4119.12 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

5145.71 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

4. Removal of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

4119.11 BP Policy Against Sexual Harassment and Discrimination

5. Approval of 2024-25 Leases

Approve the leases for FY 2024-25 over the amount of $250,000.

10013 Folsom Boulevard - Added on November 5, 2024

6. Approval of 2024-25 HCCTS Locations

Approve the site list for SY 2024-25 .

HCCS Locations - 24

CICA Locations - 6

HCCS & CICA Locations - 13

Total Resource Centers - 43

External CTE Locations - 5

Total Instructional Sites - 48

7. CBO Purchasing Approval Level

Add Chief Business Official to the Purchasing Approval Level of Deputy Directors ($50,000-100,000).

8. Conference Approval

Approve attendance at the Charter Schools Development Center's November 18-20, 2024 Conference in Sacramento for 20+ attendees.

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

The first reading of new and revised board policies is a discussion item only. These policies will be brought back at a later meeting for Board action.

0000 Mission Statement

0050 Vision Statement

0100 BP HCCTS Blanket Policy

0250 Student Learning Outcomes (SLOs)

1325 BP Advertising and Sponsorship Policy - added on November 6, 2024

3310 BP Purchasing and Vendor Selection - updated on November 6, 2024

4212.8 BP Anti-Nepotism and Employment of Relatives

7150.5 BP School Site Opening and Closure Policy - added on Nov. 5, 2024

9005 BP Organizational System and Governance Structure

9250 BP HCCTS Board and Officers Reimbursement Policy

9270.1 BP Policy Regarding Board Members Involvement With Other Education Providers

9320 BP Meetings and Notices

9322 BP Setting Board Agenda Items

H. FIRST READING OF REVISED BYLAWS

The Revised Bylaws' first reading is a discussion item only. The Revised Bylaws will be brought back at a later meeting for Board action.

Revised Bylaws - added on November 5, 2024

I. INFORMATION FOR DISCUSSION

1. Fiscal Update
   Director of Fiscal Services Matthew Lemos will provide the Board with a fiscal update. Supporting documents were updated on November 5, 2024.

2. HR Update & HR Academy Update
   Director of HR Jasmine Gibbs will provide the Board with an HR update. Supporting documents were added on November 6, 2024.

3. DASS Update
   Director of Accountability and Assessment Melissa Roberson will provide the Board with a DASS Update.

4. LCAP Expenditure Planning
   Director of Accountability and Assessment Melissa Roberson will update the Board on the LCAP Expenditure Planning.

5. Highlandia Update
   Director of Student Engagement Mike Roessler and Director of Curriculum Carol Zheng will provide the Board with a Highlandia Update.

6. Equity Initiatives Update
   Director of Equity Initiatives Von Allen will provide the Board with an Equity Initiatives Update.

7. Prom Update
   Director of Student Engagement Mike Roessler will provide the Board with a Prom Update. Supporting documents were updated on November 5, 2024.

8. 2024-25 Board Meeting Calendar
   The Board will discuss the 2024-25 Board meeting calendar.

9. Board Member Selection Process
The Board will discuss the Board Member selection process.
Supporting documents were added on November 5, 2024.

10. Board Member Terms
The Board will discuss the proposed Board Member terms.
Supporting documents were updated on November 5, 2024.

J. BOARD COMMENTS

K. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

Anyone may address the Board regarding any item on the agenda prior to the Closed Session. Interested persons must submit a request, which is available in card form, before the commencement of the Board Meeting. These presentations are limited to 3 minutes.

L. CLOSED SESSION

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])

M. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

N. NEXT MEETING : December 5, 2024 at 2:00 pm

O. ADJOURNMENT

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283. If you need a copy of the agenda or any attachments, please contact Natasha Lutsik at (916) 844-2283 or via email at natasha.lutsik@hccts.org.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 14, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Information - Enrollment Reports Response from September 19, 2024

Dear Ms. Warta,

We have prepared the following response to the request for information regarding the enrollment reports dated September 19, 2024. It also includes clarifications about the TRUSD notes.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Clarification for TRUSD notes

On July 1, 2024, we expanded our contract with Charter Impact. HCCTS is working with Charter Impact to improve our enrollment, attendance, and data tracking system. As part of this process, several site names have been changed to include the name of the street on which the sites are located.

On October 18, 2024, HCCTS provided TRUSD with the updated site list for 2024-2025 year. On the list is a section named "External CTE Site List" which includes all of our partnerships with external programs.

The following external CTE programs are partner sites only: Asher, Mixed, and Federico. Both Highlands and CICA students have access to these partner programs.

Site Name/ Address	Notes
Asher 1215 Howe Ave., Sacramento, CA 95834	External CTE site serves both HCCS and CICA
Auburn Blv. 4441 Auburn Blvd, Sacramento, CA 95841	Previously Auburn
Old Auburn 7817 Old Auburn Road, Citrus Heights, CA 95610	Previously Auburn 2
CapMall 555 Capitol Mall, Sacramento, CA 95814	Capitol Mall serves both HCCS and CICA as part of the Equity Initiative program
Las Palmas Ave. 1100 Las Palmas Avenue, Sacramento, CA 95815	Previously Del Paso (Calvary Christian), serves both HCCS and CICA
Marysville Blvd. 3730 Marysville Blvd., Sacramento, CA 95838	Previously Del Paso 2 This is a CICA site
Fair Oaks 2 6110 Fair Oaks Blvd, Carmichael, CA 95608	Closing location This location served HCCS and CICA
Federico	External CTE Partner Site. This site

1515 Sports Drive, Sacramento, CA 95834	serves both HCCS and CICA
Florin Rd. 3801 Florin Road, Sacramento, CA 95823	Previously Florin
Folsom 2 9555 Folsom Blvd, Sacramento, CA 95827	Relocating Location This site served both HCCS and CICA
Howe Ave 1111 Howe Avenue, Sacramento, CA 95825	Previously Howe Avenue
Industrial Pkwy 8180 Industrial Pkwy, Sacramento, CA 95824	Previously Industrial
Jackson Rd. 9880 Jackson Road, Sacramento, CA 95827	Previously Jackson (Bethany)
Grand Ave. 1333 Grand Avenue, Sacramento, CA 95838	Previously Main Campus
Marconi Ave. 3727 Marconi Ave, Sacramento, CA 95821	This site is closed. We no longer have students enrolled at this site
C St. 715 C Street, Marysville, CA 95901	Previously Marysville
MIXED CTE 5950 Florin Rd., Sacramento, CA 95823	External CTE Partner Site. This site serves both HCCS and CICA
Hayes Ave. 431 Hayes Avenue, Sacramento, CA 95838	Previously Norwood This site serves both HCCS and CICA
33rd St. 2520 33rd St, Sacramento, CA 95817	Previously Oak Park This site serves both HCCS and CICA

Rosemont (Women's Shelter, address withheld)	No Change
College Oak Dr. 4541 College Oak Drive, Sacramento, CA 95841	(Previously SALAM) College Oak Dr. is no longer a CICA site
SHRA 30 Seavey Circle, Sacramento, CA 95818	Seavey Circle (Previously SHRA – Marina Vista) External CTE site. This site serves both HCCS and CICA
Todhunter Ave. 800 Todhunter Avenue, West Sacramento, CA 95605	Previously West Sac

HCCTS Board of Directors received a new Board Policy on Opening and Closing sites as a 1st reading on November 7, 2024. This Policy is set for final approval on December 5, 2024, and is attached.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

7150.5 BP School Site Opening and Closure Policy

Board Policy

Highlands Community Charter and Technical Schools (HCCTS) establishes this policy to guide the opening and closure of school sites, ensuring that these decisions are made responsibly, transparently, and in compliance with applicable laws. This policy provides criteria and procedures for both opening and closing school sites.

Purpose

To outline the standards and steps for evaluating and implementing the opening and closure of HCCTS school sites, prioritizing the educational needs of students, staff well-being, community impact, and operational stability.

Scope

This policy applies to all school sites operated by HCCTS and authorized by the Twin Rivers Unified School District (TRUSD).

Criteria for Site Opening

HCCTS may consider opening a new school site under the following conditions:

- **Community Demand**: The identified need within the community for adult education services, supported by demographic data or community requests.
- **Strategic Alignment**: The new site aligns with HCCTS' mission and goals to expand access to high-quality education for adult learners.
- **Financial Feasibility**: Sufficient funding and resources are available to establish and operate the site sustainably.
- **Facility Suitability**: The potential site meets the safety, accessibility, and compliance standards required for educational facilities.
- **Workforce Readiness**: Availability of qualified staff to support educational and operational needs at the new site.

Criteria for Site Closure

HCCTS may consider closing a school site under one or more of the following conditions:

- **Enrollment Decline**: Persistent decline of at least 20% in enrollment over three consecutive years.
- **Fiscal Constraints**: Inability to meet financial obligations associated with the site.

- **Facility Condition**: Structural issues or safety hazards that impair the ability to operate safely.
- **Educational Adequacy**: Limitations in space or resources that prevent maintaining educational standards.
- **Community Needs**: Demographic changes leading to low site utilization.
- **Property Agreement**: Expiration of lease or property agreements that cannot be renewed.

Facilities Locations

If Charter School seeks to establish operations at one or more additional location(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

Compliance

This policy will adhere to relevant legal requirements, including:

- California Education Code: Adherence to state guidelines for school site operations.
- TRUSD and HCCTS Policies: Alignment with district and school standards for site management.
- Charter School Law: Compliance with charter-specific regulations, including required notifications and transition processes.
- HCCTS will provide TRUSD with a Notice of New, Closed, or Combined Site within 10 working days after HCCTS Board approval.
- Combining or replacing sites would not constitute a material revision to the charter petition.

Approved:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 14, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

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HIGHLANDS
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Approved:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 14, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/Request for Information - HCCTS Board Presentation held on October 3, 2024 - Site Location Discrepancies

Dear Mr. DiGiulio,

On October 16, 2024, HCCTS received a notice of concern and request for information regarding the site locations presented to the HCCTS Board of Directors held on October 3, 2024. We have prepared the following letter in response to the notice of concern.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

HCCTS Board Meeting
On October 3, 2024, HCCTS Associate Deputy Director Christina Martinez presented to the HCCTS Board of Directors an HCCTS Locations Approval presentation, which included sites and locations for Highlands and CICA. Within the presentation there were errors. In response to the errors, the sites were presented to the HCCTS board of directors on October 17, 2024, for approval once again.

HCCTS Locations
Attached is an updated site list for HCCS & CICA. We acknowledge that sites, naming conventions, openings, and closings have been the source of confusion and we are working to improve the communication with TRUSD regarding all sites in the future.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave. |** 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St. |** 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy. |** 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave. |** 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr. |** 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave. |** 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St. |** 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms |** 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave. |** 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St. |** 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln. |** 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St. |** 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave. |** 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St. |** 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd. |** 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd. |** 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd. |** 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

4. **O St. |** 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont |** *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle |** 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*
6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

**CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834

CICA July 2024
ENROLLMENT

Site Name	COUNT
Asher	12
Auburn	216
Auburn 2	36
Del Paso	21
Del Paso 2	16
FairOaks2	1
Federico	4
Florin	29
Howe	564
Industrial	79
Jackson	36
MainCampus	5
Maple2	1
Marconi	234
Marysville	15
MIXED CTE	6
Norwood	25
OakPark	113
Rosemont	17
SALAM	23
West Sac	64
Grand Total	**1517**

CICA August 2024
ENROLLMENT

Site Name	COUNT
Asher	12
Auburn	354
Auburn 2	30
CapMall	1
Del Paso	35
Del Paso 2	15
FairOaks2	15
Federico	2
Florin	44
Folsom 2	11
Howe	509
Industrial	114
Jackson	36
MainCampus	6
Maple2	2
Marconi	320
Marysville	54
MIXED CTE	6
Norwood	29
OakPark	202
Rosemont	20
SALAM	25
SHRA	19
West Sac	75
Grand Total	**1936**

CICA September 2024
ENROLLMENT

Site Name	COUNT
Asher	15
Auburn	371
Auburn 2	34
CapMall	1
Del Paso	33
Del Paso 2	15
FairOaks2	15
Federico	2
Florin	41
Folsom 2	11
Howe	464
Industrial	119
Jackson	25
MainCampus	13
Marconi	312
Marysville	47
MIXED CTE	6
Norwood	28
OakPark	218
Rosemont	21
SALAM	25
SHRA	22
West Sac	73
Grand Total	**1911**

CICA October 2024 Enrollment

Site	Student Count	Notes
33rd St.	200	
Asher	20	
Auburn Blvd.	343	
C St.	53	
Capitol Mall	2	CTE - Crossing the Bridge Equity Iniatives
College Oak Dr.	25	Temporary assignment
Fair Oaks 2	4	
Federico	5	
Florin Rd.	52	
Folsom 2	15	
Franklin Blvd.	2	
Grand Ave.	7	
Hayes Ave.	21	
Howe Ave.	426	
Industrial Pkwy.	107	
Jackson Rd.	23	
Las Palmas Ave.	38	
Marconi Ave.	282	
Marysville Blvd.	18	
O St.	14	
Old Auburn Rd.	48	
Rosemont	20	
Seavey Circle	21	
Todhunter Ave.	59	
Grand Total	1805	

November 2024		
CICA		
Site	Student Count	Notes
33rd St.	176	
Asher	17	
Auburn Blvd.	338	
C St.	49	
College Oak Dr.	23	Temporary assignment
Fair Oaks Blvd.	2	New - CTE
Federico	3	
Florin Rd.	44	
Grand Ave.	8	
Hayes Ave.	17	
Howe Ave.	411	
Industrial Pkwy.	107	
Jackson Rd.	23	
Las Palmas Ave.	40	
Marconi Ave.	272	
Marysville Blvd.	16	
Mixed	4	New - CTE
O St.	14	
Old Auburn Rd.	47	
Rosemont	20	
Seavey Circle	26	
Todhunter Ave.	59	
Unitek	10	New - CTE
Grand Total	1726	

CICA December 2024 Enrollment

Site	Student Count
33rd St.	173
Asher	15
Auburn Blvd.	390
C St.	69
College Oak Dr.	22
Fair Oaks Blvd.	3
Federico	3
Florin Rd.	50
Grand Ave.	4
Hayes Ave.	24
Howe Ave.	482
Industrial Pkwy.	106
Jackson Rd.	23
Las Palmas Ave.	56
Marconi Ave.	330
Marysville Blvd.	18
Mixed	5
O St.	19
Old Auburn Rd.	48
Rosemont	23
Seavey Circle	25
Todhunter Ave.	85
Unitek	15
Grand Total	1988

January 2025
CICA

Site	Student Count
33rd St.	182
Asher	14
Auburn Blvd.	410
C St.	63
College Oak Dr.	23
Fair Oaks Blvd.	4
Federico	2
Florin Rd.	46
Franklin	1
Grand Ave.	1
Hayes Ave.	21
Howe Ave.	420
Industrial Pkwy.	110
Jackson Rd.	23
Las Palmas Ave.	56
Marconi Ave.	335
Marysville Blvd.	16
Mixed	5
O St.	18
Old Auburn Rd.	46
Rosemont	19
Seavey Circle	23
Todhunter Ave.	89
Unitek	14
Grand Total	1941

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

CICA Enrollment Report February 2025

Site	Student Count
33rd St.	137
Asher	12
AuburnBlvd	307
C St.	64
Florin Rd.	52
Franklin	1
Grand Ave.	5
Hayes Ave.	29
Howe Ave.	432
Industrial	104
Jackson Rd	23
Las Palmas	58
Marconi Av	267
Marysville	21
MIXED	3
O St.	18
Old Auburn	39
Rosemont	16
Seavey Cir	32
Todhunter	69
Unitek	15
Grand Total	1728

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

CICA Enrollment Report March 2025

Site	Student Count
33rd St.	163
Asher	8
AuburnBlvd	391
C St.	65
Folsom Blvd.	0
Florin Rd.	48
Franklin	1
Grand Ave.	2
Hayes Ave.	27
Howe Ave.	426
Industrial Pkwy.	105
Jackson Rd.	23
Las Palmas Ave.	44
Marconi Ave.	355
Marysville Blvd.	31
Mixed	4
O St.	19
Old Auburn Rd.	44
Rosemont	12
Seavey Circle	28
Todhunter Ave.	77
Unitek	20
Total	1893

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

CICA Enrollment Report April 2025

Site	Student Count
33rd St.	175
Asher	6
AuburnBlvd	391
C St.	77
Folsom Blvd.	0
Florin Rd.	46
Franklin	1
Grand Ave.	2
Hayes Ave.	44
Howe Ave.	464
Industrial Pkwy.	106
Jackson Rd.	23
Las Palmas Ave.	62
Marconi Ave.	349
Marysville Blvd.	39
Mixed	4
O St.	21
Old Auburn Rd.	36
Rosemont	13
Seavey Circle	32
Todhunter Ave.	70
Unitek	18
Total	1986

TwinRivers
UNIFIED SCHOOL DISTRICT

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Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

January 22, 2025

Via Email

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

RE: Notice of Concern/Request for Information 10/3/24 Board Presentation - Site Location Discrepancies, TRUSD Reply to HCCTS Response dated 11/14/24

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS" or "Charter School") and California Innovative Career Academy (CICA) operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS' compliance with its approved Charter, the Memorandum of Understanding between the District and HCCS regarding the Charter School's operations and oversight, and laws applicable to the Charter School's operation.

On October 3, 2024 the District sent a Notice of Concern/Request for Information regarding the October 3, 2024, HCCTS Board meeting a presentation entitled "2024-25 HCCTS Locations Approval". HCCTS responded to the District Notice on November 14, 2024

The District requests additional information in order to make a determination on the site list discrepancies outlined in the above-mentioned Notice.

In the November 14 letter HCCTS classified five CTE sites for HCCS and CICA as "Internal" CTE Sites and five as "External" CTE sites. The District is seeking information and a response regarding the new classification of "internal" and "external". Additionally, the District requires a response from HCCTS regarding these changes being made without complying with the current terms of the MOU Amendment No. 3, which states "*If the Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the*

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

proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval."

1. **New Classification of "Internal" and "External" Sites**

   Action Needed:

   - Provide additional information about each "internal" and "external" location including:
     - The name of the partner
     - The number of students served
     - What part of the program occurs at each location
     - The first date that students were served (by program and location)
     - Copies of all agreements between HCCTS and the "partner".

2. **Violation of MOU Terms**

   Action Needed:

   - A response regarding the implementation of location changes without complying to the current terms of the MOU Amendment No. 3.

Within 10 calendar days from the date of this letter, please outline a timeline for when HCCTS expects to provide the information and records responsive tot his request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:
TRUSD Notice of Concern/Request for Information dated October 16, 2024
HCCTS Response dated November 14, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

February 27, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: NOC/RFI - 10/3/24 Board Presentation - Site Location Discrepancies, TRUSD Reply to HCCTS Response dated 11/14/24

Dear Mr. DiGiulio,

On January 22, 2025, HCCTS received a follow-up request for information regarding CTE internal and external programs. In response, we prepared the following letter.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

HCCTS has two types of CTE sites:

- Internal CTE sites (without a partner)
- External CTE sites (with a partner)

All internal and external CTE programs are available to HCCS and CICA students.

Internal CTE
Internal CTE programs are developed and managed directly by HCCTS and our employees to meet the specific needs and goals of our students.

Internal CTE	**The first date the students were served**	***Number of HCCTS students served**
Digital Navigator 1333 Grand Avenue, Sacramento, CA 95838	09/01/2020	6369
Early Childhood Education 1333 Grand Avenue, Sacramento, CA 95838	02/20/2016	218
Group Fitness Instructor 1333 Grand Avenue, Sacramento, CA 95838	01/01/2018	168
Personal Finance 1333 Grand Avenue, Sacramento, CA 95838	09/19/2022	486

Sports Officiating 1100 Las Palmas Avenue, Sacramento, CA 95815	09/19/2022	38
Truck Driving 8180 Industrial Pkwy, Sacramento, CA 95824	08/16/2014	573
Welding 1333 Grand Avenue, Sacramento, CA 95838	07/17/2023	38
Culinary 2520 33rd St, Sacramento, CA 95817	03/04/2024	29
MC3 (Construction) 1333 Grand Avenue, Sacramento, CA 95838	09/16/2021	68

*This figure includes all students at HCCS and CICA students who have been served since the program started.

External CTE
External CTE programs are developed by outside entities with a curriculum they already created, and was designed for their own students. HCCTS partners with these organizations to provide our students with additional opportunities for success. The external programs are outlined below.

External CTE And Address	Partner Name	The first date the students were served	*Number of HCCTS students served
Unitek 4330 Watt Ave., Sacramento, CA 95660	Unitek College, LLC	07/28/2023	98
Mixed 5950 Florin Rd., Sacramento, CA 95823	Mixed Institute of Cosmetology & Barber	08/16/2021	68
Federico 1515 Sports Drive, Sacramento 95834	Federico Beauty Institute	01/13/2023	58
Asher 1215 Howe Ave., Sacramento, CA 95834	Asher College	01/01/2020	625
**Advance Beauty College 10121 Westminster Ave., Garden Grove, CA 92843	Advance Beauty College, Inc.	02/23/2023	46

*This figure includes all students at HCCS and CICA who have been served since the CTE program started.

**Located in Southern California and is accessible to students in person in the LA region

On October 21, 2024, I sent TRUSD the 2024-2025 updated site list. This was a comprehensive list of all HCCTS sites including internal and external CTE sites.

HCCTS is in the process of reviewing the HCCS & CICA charter petitions and is continuing to work on the process of drafting the material revision for the HCCTS locations. HCCTS is committed to adhering to the TRUSD/ HCCTS MOU Amendment No. 3 executed on January 11, 2024.

Attached are copies of the agreements between HCCTS and the CTE partners and the 2024-2025 updated site list.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 18, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Material Revision

Dear Ryan DiGiulio,

On October 17, 2024, the HCCTS Board of Directors approved the revised SY 2024-2025 site list. The approved locations have been renamed and reorganized to better demonstrate their location by using the street, avenue, etc. name if possible.

This letter serves as a notice of material revision for both HCCS and CICA for adding the following locations:

Folsom Blvd. | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
Peacekeeper Way | 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*

And closing the locations listed below:

El Camino | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
Fair Oaks 2 | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
Folsom 2 | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
Marysville 2 | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
S. Lake Tahoe | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

The current location count is as follows:

HCCS Locations- 24
CICA Locations – 6

HCCS & CICA Locations – 13
Total Resource Centers – 43

External CTE Locations – 5
Total Instructional Locations – 48

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



BILL MCGUIRE
Executive Director
Highlands Community Charter and Technical Schools

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave. |** 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St. |** 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy. |** 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave. |** 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr. |** 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave. |** 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St. |** 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms |** 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave. |** 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St. |** 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln. |** 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St. |** 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave. |** 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St. |** 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd. |** 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd. |** 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd. |** 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*

4. **O St. |** 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont |** *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle |** 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*
6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

**CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834
3. **Federico |** 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed |** 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek |** 4330 Watt Ave., Sacramento, CA

**CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave. |** 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr. |** 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
3. **Arden Way |** 901 Arden Way, Sacramento, CA 95815 *(Warehouse/Receiving) (Previously Arden)*
4. **Boxwood St. |** 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd. |** 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **El Camino |** 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
2. **Fair Oaks 2 |** 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
3. **Folsom 2 |** 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
4. **Marysville 2 |** 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
5. **S. Lake Tahoe |** 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of September, 2022 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College, Inc., a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "Landlord").

I. RECITALS

WHEREAS, Landlord is the owner of a certain real property and its main facilities are located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site").

WHEREAS, HIGHLANDS and Landlord desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Landlord Site during the 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Landlord hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and Landlord agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS while attending classes at the Site.

2. Use of the Site.

Landlord hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Landlord policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

A. Term. HIGHLANDS' use of the Site shall be for the 2022-23 school years commencing on September 1, 2022 and terminating on June 30, 2023. No later than 30 days prior to the expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Landlord shared use of the Site, if any. Landlord shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Landlord. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Landlord equipment thereon, shall revert to Landlord.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall request approval from the Landlord with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Landlord, if available. The use of furnishings is subject to Landlord's prior approval which may require a reimbursement. Upon completion of equipment conducted by Landlord, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Landlord agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations.

3. Facilities Use.

Landlord agrees to provide space to the Tenant as described in section 2 at a charge of $7,500 per month for 2,500 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination.

4. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Landlord. Landlord will provide custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Landlord to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Landlord directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Landlord property. Landlord reserves the right to implement a process for submission of maintenance /repair requests.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Landlord prior written consent. Landlord approval of any improvements, including the work schedule, work hours, and modifications, shall be at Landlord's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Landlord construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Landlord or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the

construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Landlord requires the cessation of work, Landlord and HIGHLANDS will immediately meet to address Landlord concerns. No construction or installation will resume until Landlord concerns are adequately addressed.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than September 30, 2022.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Landlord shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of (1) they are required by HIGHLANDS' use of the Site or (2) any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all

the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Landlord and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Landlord reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Landlord, and shall remain in procession of Landlord at all times.

10. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Landlord in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Landlord insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Landlord shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions,

causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Landlord use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Landlord, in or about the site; Landlord obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Landlord, HIGHLANDS, shall indemnify, hold harmless, and defend Landlord, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Landlord, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Landlord from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Landlord and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Access to Inspection.

HIGHLANDS shall permit Landlord, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Landlord to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Landlord oversight obligations. Landlord shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

15. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

16. Taxes.

Landlord shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Landlord located at the site.

17. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director
Murdock.smith@hccts.org

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue

Garden Grove, CA 92843
tam@advancebeautycollege.com

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

18. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

19. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

20. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

21. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

22. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

23. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

24. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

25. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

26. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

27. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Landlord regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Landlords CEO and HIGHLANDS' Executive Director. The CEO and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the CEO and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 9/21/22

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 9/21/22

Tam Nguyen
Advance Beauty College, Inc.

TRAINING AGREEMENT BETWEEN ASHER COLLEGE AND HIGHLANDS COMMUNITY CHARTER SCHOOL

THIS AGREEMENT ("Agreement") is made this 22nd day ofAugust, 2016 (the "Effective Date"), by and between ASHER College, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter referred to as "ASHER") and Highlands Community Charter School, a California non-profit public charter school (hereinafter referred to as the "Charter School").

I. RECITALS

WHEREAS, ASHER is the owner of certain real property and its main facilities are located at 1215 Howe Ave Sacramento CA 95825;

WHEREAS, ASHER and the Charter School desire to enter into this Agreement to document the arrangement between the parties regarding the Charter School's use of the ASHER Site during the 2016-17 school year ("Applicable Year"), pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

Section 1. Use of the Site. ASHER hereby grants to the Charter School, on the terms and conditions set forth herein, use of the Site for the sole purpose of participating in the programs described in Section 2.. The Charter School's use of the Site shall comply with all ASHER policies and regulations and/or practices applicable to the ASHER facilities. ASHER shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California Private Post-Secondary School. The Charter School further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site and conducting charter school activities.

A. Term. The Charter School's use of the Site shall be for the 2016-17 school year commencing on August 22nd, 2016 and terminating upon the successful completion of all students enrolled before July 1st, 2017 . This Agreement will automatically renew for an additional School year terms unless either party terminates the Agreement per Section 7 of this Agreement.

B. Joint-Use. The Charter School acknowledges that its right to use the Site shall not interfere with ASHER's shared use of the Site. ASHER's shared use of the Site shall not unreasonably interfere with the Charter School's use of the Site.

C. Reversion to ASHER. Upon the expiration of this Agreement by its terms, the right to use and to occupy the Site and its facilities, and ASHER equipment thereon, shall revert to ASHER.

D. Acknowledgement of Suitability, Compliance and Waiver. By executing this Agreement, the Charter School and ASHER ·agree to conduct an inspection of the Site to determine that. The Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock

keys, fire extinguishers, legal postings at entry, etc.) ASHER shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

Section 2. Financial/Recordkeeping Obligations

A. Asher Agrees to Provide Attendance Records utilizing Asher's electronic Attendance record keeping systems.

B. Monthly Asher will Invoice Charter School for each properly registered student who attended classes at Asher for any portion of the previous month. Invoices are due upon receipt and will be paid within 30 days.

C. Programs:

Program	Estimated time to complete	Monthly Charge	Total Max Charge	Non Refundable	Books & Vouchers	
PC Technician	5 Months / 150 days	$1,000	$ 5,000	$0	Included	
Medical Office Administration	4 Months / 120 days	$1,000	$ 4,000	$0	Included	
Office Administration	4.25 Months	$1,000.0	$ 4,250	$0	Included	
Typing - **Added** to above programs	.25 Month - 7 days	one time charge of $200	$200	0	Included	

D. Refunds: Refunds for Students who do not complete the Programs will be prorated based on calendar time attended/ Estimated Time to Complete.

Refund Example: Student X enrolled in the PC Technician Program and Typing. The first day of attendance at ASHER was August 22nd and the last date of attendance was October 31st. Total calendar days attended is 71. Therefore the Max earned by ASHER would be 71/157 x ($5000+$200) = $2351.59. If Charter School had paid more than $2351.59 then a refund would be due. Otherwise the final invoice would be adjusted to reflect the Max charge earned by ASHER

Section 3. Maintenance and Operations. The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of ASHER; ASHER will provide its own janitorial service and/or janitorial staff.

Section 4. Title to Property. The Parties acknowledge that title to the Site and all improvements are held by ASHER, and shall remain in possession of ASHER at all times.

Section 5. Insurance. The Charter School will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise for Charter School Students and employees of no less than

$1,000,000 per occurrence and $3, 000,000 in the aggregate. The Charter School's insurance shall be primary unless the claim, injury, or loss is at the active negligence of ASHER. ASHER shall be named as additional insured.

ASHER will procure and maintain property coverage for the premise and building at full replacement cost. ASHER's insurance shall be primary. The Charter School shall procure and maintain insurance for their personal property.

Section 6. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of ASHER, the Charter School shall indemnify, hold harmless, and defend ASHER, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against ASHER, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the Charter School's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site; the Charter School's obligation to defend ASHER and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the Charter School, ASHER shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, ASHER's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the ASHER in or about the Site; ASHER's obligation to defend the Charter School and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Section 7. Termination. This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By the Charter School for any reason, or for no reason, by giving thirty (30) days' notice of its intention to terminate to ASHER.

B. By the Charter School, upon mutual agreement between ASHER and the Charter School, if the Site is so damaged, destroyed or otherwise impaired as to hinder the ASHER's effective use of the premises at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the ASHER effective use of the premises, ASHER will make a good faith effort to provide other facilities, if available, but shall have no obligation to provide substitute facilities.

C. By ASHER for a material failure by the Charter School to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of thirty (30) days after notice thereof from ASHER to the Charter School; provided, however, that if the nature of the Charter School's default is such that more than thirty (30) days are reasonably required for its cure, then the Charter School shall not be deemed to be in default if the Charter School commences such cure within said thirty (30) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

D. By ASHER in the event the Charter School files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations. "Ceasing operations" shall be defined as voluntary surrender or revocation of the Charter.

Section 8. Taxes. ASHER shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of ASHER located at the Site or used by the Charter School.

Section 9. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

To Charter School:

Murdock Smith, Executive Director/CEO
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838
Fax: (916) 471-0552

To ASHER:

David Vice, CEO
Asher College
1215 Howe Ave
Sacramento, Ca 95825

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 10. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 11. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 12. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions; negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 13. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

Section 14. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 16. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 17. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 18. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 19. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 20. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

Section 21. Dispute Resolution. In the event of any dispute between the Charter School and the ASHER regarding this Agreement, including alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the ASHER Executive Director and the Charter School's Principal. The Executive Director and the Principal shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Director and Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of the ASHER shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

ASHER COLLEGE

BY: _____ **Date** 8/22/16

David Vice, CEO

Highlands Community Charter School

BY: _____ **Date** 8/24/16

Murdock Smith, Executive Director/CEO

MEMORANDUM OF UNDERSTANDING BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND FEDERICO BEAUTY INTSTITUTE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 13th day of January, 2023 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and Federico Beauty Institute, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "FEDERICO").

RECITALS

WHEREAS, HIGHLANDS and FEDERICO desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by FEDERICO during the 2023 school year (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and FEDERICO hereby agrees as follows:

AGREEMENT

1. General Information.

   A. Both HIGHLANDS and FEDERICO agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit.

   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and FEDERICO while attending classes at FEDERICO.

2. Student Qualifications.

Students must meet the following conditions for enrollment with HIGHLANDS:

   A. They must not possess a U.S. High School Diploma

B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act).

3. Term. The term of this MOU shall be for five months commencing on January 15th, 2023 and ending on June 15th, 2023. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations. FEDERICO will invoice HIGLANDS at the end of each month for all charges incurred that month. The first month of a class start's bill will include the application fee, student insurance, STRF, and technology fee in addition to monthly tuition and any/all kit costs incurred. Months 2 until completion billing will include monthly tuition and all kit costs incurred that month. FEDERICO will provide an attendance report for each student at the end of each month and include with the invoice. The invoice shall be compared to attendance records submitted by FEDERICO and paid within 30 days of receipt and approval of invoice. In the event a student is dis-enrolled from FEDERICO, FEDERICO shall provide a refund to HIGHLANDS utilizing the refund policy calculation (see Exhibit A) applicable to all FEDERICO students.

Course	Tuition	Application	Insurance	STRF	Supplies	Textbook	Technology	Uniforms	Total
Cosmetology	$15,250.00	$75.00	$10.00	$45.00	$2,065.69	$550.00	$100.00	$26.94	$18,122.63
Barber	$15,250.00	$75.00	$10.00	$45.50	$2,242.62	$575.00	$100.00	$26.94	$18,325.06
Esthetics	$9,000.00	$75.00	$10.00	$26.00	$1,404.06	$400.00	$50.00	$26.94	$10,992.00
Barber Transfer	$3050.00	$75.00	$10.00	$10.00	$713.08 - $1653.74*	$375.00	$25.00	$26.94	$4285.02 - $5,225.68

*Barber Transfer supplies to be purchased dependent upon supplies needed by student. Kit price will be determined at enrollment based upon supplies already owned by the student.

5. Marketing. HIGHLANDS and FEDERICO will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and FEDERICO.

6. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, FEDERICO, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the FEDERICO' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by FEDERICO, in or about the site; FEDERICO' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of FEDERICO, HIGHLANDS, shall indemnify, hold harmless, and defend FEDERICO, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against FEDERICO, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, FEDERICO from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend FEDERICO and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

7. Termination. The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

8. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

FEDERICO:
Jeremy Federico
Federico Beauty Institute
1515 Sports Drive
Sacramento, CA 95834
Attention: President

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

9. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

10. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. Entire Agreement of Parties. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

12. California Law. This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

13. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

14. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

15. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

16. Captions. The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

17. Severability. Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

18. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

19. Email Signatures. This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

20. Dispute Resolution. In the event of any dispute between HIGHLANDS and FEDERICO regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the FEDERICO' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools

Date:_____

FEDERICO BEAUTY INSTITUTE

By: _____

Jeremy Federico, President
Federico Beauty Institute

Date: 3.28.23

MEMORANDUM OF UNDERSTANDING BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND MIXED INSTITUTE OF COSMETOLOGY & BARBER

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of June 22nd, 2022 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and MIXED Institute of Cosmetology & Barber, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "MIXED Institute").

RECITALS

WHEREAS, HIGHLANDS and MIXED Institute desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by MIXED Institute during the 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and MIXED Institute hereby agrees as follows:

AGREEMENT

1. General Information.

   A. Both HIGHLANDS and MIXED Institute agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and MIXED Institute while attending classes at MIXED Institute.

2. Student Qualifications.

Students must meet the following conditions for enrollment with HIGHLANDS:

   A. They must not possess a U.S. High School Diploma

B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act)

3. Term. The term of this MOU shall be for one year, commencing on June 22, 2022 and ending on June 30, 2023. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations. Within the first two weeks of each class start, HIGHLANDS will purchase classroom book sets and tool kits at a combined cost of $1,993 per each properly enrolled student in the cosmetology program, $1,988 per each properly enrolled student in the Barbering program, and $916.50 per each properly enrolled student in the manicuring program. If the student prefers, they may purchase their own set of books and tool kits directly from MIXED Institute. MIXED Institute will notify HIGHLANDS and submit an invoice for all books and supplies required by HIGHLANDS's students upon enrollment into the program. MIXED Institute agrees to maintain attendance records and report on a weekly basis to HIGHLANDS. In the event that a student misses an excess of 16 hours in a week, MIXED Institute shall notify HIGHLANDS in writing to develop a plan for the student to succeed. MIXED Institute shall prepare a monthly invoice in the amount of $1973 per each student properly enrolled and attending the **cosmetology** program, $1973 per each student properly enrolled and attending the **Barbering** program, and $495 per each student properly enrolled and attending the manicuring program, for the educational services provided. This invoice shall be compared to submitted attendance records submitted by MIXED Institute and paid within 30 days of receipt and approval of invoice. In the event a student is dis-enrolled from MIXED Institute, MIXED Institute shall provide a refund to HIGHLANDS utilizing the refund policy calculation (see Exhibit A) applicable to all MIXED Institute students.

Program	Duration	Monthly Charge	Tuition	Start-up Fees*	Total Max Charge	List Price
Cosmetology	1000 Clocked Hours	$1,973	$13,811	$1,993	$15,803	$16,803
Barbering	1000 Clocked Hours	$1,973	$13,811	$1,988	$15,799	$16,798
Manicuring	400 Clocked Hours	$495	$1,980	$916.50	$2,904.50	$3,116.50

*Start-up Fees include Books, kit and registration fee.

5. Instruction. All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff. Any and all staff teaching HIGHLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Marketing. HIGHLANDS and MIXED Institute will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and MIXED Institute.

7. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, MIXED Institute, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the MIXED Institute' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by MIXED Institute, in or about the site; MIXED Institute' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of MIXED Institute, HIGHLANDS, shall indemnify, hold harmless, and defend MIXED Institute, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against MIXED Institute, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, MIXED Institute from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend MIXED Institute and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims,

demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

8. Termination. The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

9. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

MIXED Institute:
MIXED INSTITUTE of COSMETOLOGY & BARBER
5950 Florin Road Ste. #103
Sacramento Ca. 95823
916-421-5950
Attention: Robert Brown/CEO

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

11. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. Entire Agreement of Parties. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

13. California Law. This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

14. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

16. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. Captions. The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

18. Severability. Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

19. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

20. Email Signatures. This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

21. Dispute Resolution. In the event of any dispute between HIGHLANDS and MIXED regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the MIXED Institute' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director

Highlands Community Charter and Technical Schools

Date: 6/28/22

MIXED INSTITUTE of COSMETOLOGY & BARBER

By: _____

Robert Brown, CEO

Mixed Institute of Cosmetology & Barber

Date: 6/24/2022

MEMORANDUM OF UNDERSTANDING BETWEEN
UNITEK LEARNING AND HIGHLANDS COMMUNITY CHARTER SCHOOLS

This Agreement is entered into by and between Unitek College, LLC (College) and Highlands Community Charter Schools (Highlands), hereinafter collectively the Parties, and shall become effective as of the date of the last signature (Effective Date). Parties enter this Agreement to provide educational opportunities for qualified Highlands students (Participants).

ACADEMIC TERMS AND CONDITIONS

1. **College Degree or Certificate Programs**
    a. Highlands Participants shall have the opportunity to apply for admission to College's academic programs offered under this Agreement. Programs available, academic requirements, tuition and fees, and minimum enrollment requirements are in the attached **Program Information Addendums.**

2. **Responsibilities of the Parties**
    a. **Collaboration**: Parties agree to collaborate in good faith all aspects of this Agreement. Each Party shall identify and designate primary contacts with the appropriate authority to execute actions under this Agreement. All primary contacts are listed in the attached **Primary Contact Addendum.**

    b. **Educational Programs Content and Faculty**: Throughout the entirety of this Agreement, College shall have full programmatic control as required by its accreditors. By signing the agreement Highlands attests that its Credentialing Specialist has reviewed College program content and faculty qualifications to ensure alignment between Highlands' requirements and College program including Participant receipt of a high school diploma prior to any externship placement required for successful completion of Medical Assisting program.

    c. **Program Promotion and Marketing**: Parties agree to collaborate in good faith and promote the program subject to the limitations identified in the **Marketing** section of this Agreement. Highlands will assist College in facilitating promotional events including, but not limited to, information sessions, workshops, seminars/speakers, webinars, lunch-and-learns. Parties also agree to collaborate on the creation of print and digital marketing materials.

    d. **Participant Eligibility**: Highlands shall identify and refer only prospective Participants that meet all College's minimum requirements for each program and must agree to:
        i. Ensure Participants sign attestations stating that eligibility for this program is conditional on the non-acceptance Title IV Federal Financial aid during their

enrollment; any application for such aid will immediately make a Participant ineligible for enrollment in College.

ii. Sign a FERPA release authorizing the release of confidential student information as described in section j. of this agreement.

iii. Provide to College a copy of each Participants high school diploma prior to any externship placement required for successful completion of Program.

e. **Admissions**: Parties agree not to discriminate in the selection or acceptance of any Participant pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or applicable legal residence requirements, within the limits imposed by law or corporation policy. College shall review the applications of prospective Participants and have sole authority to make admissions decisions in accordance with its standard admissions policies.

f. **General Participant Requirements**: Upon admission, Participants become College's students and are subject to all academic and conduct policies in the College catalog and student handbooks. Participants must adhere to attendance requirements and must remain in good academic standing to continue in their respective programs.

g. **Student Services**: College shall provide equitable student services including academic support, technical support, and career services to help maximize the opportunity for Participant success.

h. **Reasonable Accommodations**: Participants with disabilities may, with appropriate medical documentation, apply for reasonable accommodations with the College even if they already have accommodations or an Individualized Education Program (IEP) with Highlands. Each request shall be considered on a case by case as well as a class by class or clinical/externship location basis in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.

i. **Vaccination Requirements (External Clinical Sites if Applicable)**: Parties understand that Participants may need to attend externships or clinical rotations at healthcare facilities with specific vaccination requirements. Participants who do not meet all vaccination requirements may not be able to be placed at a clinical site and may be unable to complete program requirements. Clinical sites maintain the discretion to determine if they can reasonably accommodate Participants who request medical or religious accommodations against specific vaccinations and may deny requests to student guests that may be granted to their employees.

j. **Background Check Requirements**: College may conduct a criminal background check on Participants prior to clinical placement. Parties understand that ANY criminal background may result in a denial of placement by a clinical partner and may make a

Participant ineligible for licensure or for specific jobs at the discretion of the prospective employer even if such criminal records have been expunged, suspended, or resolved via other methods of deferred adjudication.

k. **Participant Privacy & Release Requirements**: Parties understand that College may only share limited information (e.g., name, address, telephone number) on its students under the Family Educational Rights and Privacy Act (FERPA) unless student authorizes College to share confidential academic data via a signed release. For this Agreement to function as intended and to freely share information on Participant progress, Highlands agrees that as a condition of eligibility and in exchange for the opportunity to participate in the programmatic offerings of this Agreement, Participants must authorize the release of their confidential student information to Highlands using a release that will be provided as part of the application process.

l. **Participant Progress Data**: To facilitate the management and operation of this Agreement College will share relevant student information with Highlands, including, but not limited to:
    i. Upon enrollment College will share Participant's:
        1. College ID number
        2. College e-mail address
    ii. College will share the following as needed:
        1. Disciplinary or code of conduct issues
        2. Academic progress
        3. Voluntary or involuntary withdrawals

m. **Externship and Clinical Placements**: College shall make all decisions regarding Participant assignments to externship and clinical sites or telehealth rotations.

n. **Orientation and Training of Participants and College Staff**: Parties will collaborate to develop an orientation, tracking and verification process for onboarding staff and Participants regarding externship safety and administrative policies.

o. **Payment of Tuition and Fees**: College shall send Highlands a roster of fully enrolled Participants at the start of each term with payment schedule identified in the **Program Information Addendum** below. The failure to pay according to the payment schedule may result in the withdrawal of active Participants, delay or cancellation of future Participant enrollment, and the termination of this Agreement.

p. **Participant Withdrawals:** If a Participant withdraws voluntarily or is withdrawn involuntarily based on College policy, Highlands will not be responsible for future monthly payments per the payment schedule in the **Program Information Addendum**.

q. **Proprietary Rights:** College shall retain all rights, title, and interest (including all copyright, patent, and other proprietary rights) in and to its academic materials.

College is the intellectual property holder and there is no license granted to Highlands for any academic content.

MARKETING AND PROMOTION

3. **Program Publicity:** Parties recognize that recruiting students for higher education programs is subject to significant regulatory and accreditation marketing restrictions whether made verbally or in writing. College will be responsible for direct student marketing and will provide dedicated expertise for the promotional strategy while working in collaboration with Highlands in good faith to execute the program's marketing strategy. Additionally, Parties agree to the following:

   a. **Guarantees:** No prospective Participant shall be guaranteed enrollment, ability to achieve licensure upon completion of a program, a specific salary or salary range, or specific employment in connection with the promotion of any academic offering.

   b. **Truthfulness and Accuracy:** All representations regarding the available programs, academic offerings, eligibility for licensure, salary potential, and future job prospects must be truthful and represent the experience of the typical student.

   c. **Collaboration on Marketing Collateral:** Parties agree that all promotional materials require the prior written approval of College prior to use including, but not limited to:
      i. Websites
      ii. Web pages
      iii. Digital ads (banners, pop-ups, flyers, etc.)
      iv. Social media posts
      v. Videos
      vi. Promotional e-mails
      vii. Newsletters
      viii. Blogs
      ix. Press releases
      x. Content marketing (Quora, Medium, etc.)
      xi. Flyers
      xii. Signage
      xiii. Direct mail
      xiv. Digital information boards
      xv. Events
      xvi. White Papers
      xvii. Grant Proposals
      xviii. Public Relations

   d. **Intellectual Property:** Neither Party shall use the other Party's trademarks or logos without the prior written consent of the other Party as to each such use. Any use of

the other Party's trademarks or logos shall be subject to the other party's written guidelines and instructions.

STANDARD TERMS AND CONDITIONS

4. **Term:** This Agreement has an initial term of two (2) years from the Effective Date and automatically renews for subsequent two (2) year terms unless terminated by either Party upon written notice of at least ninety (90) days.

5. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, and such breach remains uncured for a period of thirty (30) following receipt of written notice of such breach. For the purposes of this clause, a material breach shall include, but not be limited to, any breach of the confidentiality provisions of this Agreement, failure to make any payment when due, or failure to perform any material obligation under this Agreement. Upon termination of this Agreement for cause, the non-breaching party shall be entitled to any remedies available at law or in equity, including but not limited to damages for any losses incurred as a result of the breach. Termination of this Agreement for cause shall not relieve the breaching party of any liability or obligation incurred prior to the effective date of termination.

   In the event this Agreement is terminated early, Parties agree to collaborate with each other and any relevant regulatory or accreditation body on a teach-out to minimize the impact of enrolled Participants. Teach-out may include completion of the term on campus, a nearby location, the online modality, or a hybrid model. Students that have not yet started the program will be considered canceled and no payment or teaching shall occur.

6. **Regulatory or Accreditation Termination:** The Agreement may be terminated upon written notice by College with no penalty or cost for any of the following:
   a. If an accreditor or a regulatory body determines that the program should cease operation.
   b. Agreement is prohibited by law or regulation.

   If terminated for any of the above reasons, Parties will collaborate and work with the appropriate accreditation or regulatory bodies to determine if teach-out options or term completion options exist for Participants to minimize impact on educational progression.

7. **Obligations Upon Termination**: Upon termination of this Agreement, either Party shall, at the request of the other Party, return any document, material, database, equipment, or software containing confidential information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the confidential information belonging to the other party and delete such confidential information from any memory devices. Unless required by law, neither Party shall

be permitted to continue using the confidential information in any way after the termination of this Agreement.

8. **Force Majeure:** In the event Parties are unable to support or continue the programs listed in this Agreement due to causes beyond their control, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond either Party's reasonable control, the Parties agree to work together to create a reasonable alternative or pause the program until conditions permit resumption.

9. **Relationship of Parties:** The relationship established under this Agreement shall be that of contractors and neither party shall be, nor hold itself out to the public as being, an employee, or agent of the other. Neither party shall have authority to contract for or bind the other in any manner.

10. **Mutual Indemnity:** The Parties agree to indemnify and hold each other harmless from any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with the performance of this Agreement, except for claims arising out of the gross negligence or willful misconduct of the indemnified Party. Each Party shall promptly notify the other Party of any claim or demand that it becomes aware of that may give rise to indemnification hereunder. The Parties agree to cooperate with each other in the defense of any such claim or demand. This mutual indemnification obligation shall survive the termination or expiration of this Agreement.

11. **Assignment:** Neither Party shall assign its rights or delegate its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided that either Party may assign this Agreement in the event that any third-Party merges with such Party or acquires all or substantially all of such Party's assets used in connection with this Agreement.

12. **Waiver:** The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion will not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and agreed upon by both Parties.

13. **Severability:** If any part of this Agreement is found invalid or unenforceable, that part will be amended by the Parties to achieve as nearly as possible the same effect as the original provision and the remainder of this Agreement will remain in full force and effect.

14. **Modification of Agreement**: No addition or modification of this Agreement will be effective or binding on either Party unless reduced to writing and executed by the authorized representatives of each of the Parties.

15. **Notice**: Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email to the Legal Contacts listed in **Addendum 1: Primary Contacts**.

16. **Governing Law**: This Agreement shall be governed and construed by the laws of the State of California without regard to any choice of law provisions.

17. **Dispute Resolution**: Any dispute, controversy, or claim arising out of or relating to this Agreement or its breach, including any question regarding its existence, validity, or termination, shall be finally resolved by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted before one (1) arbitrator, who shall be selected by mutual agreement of the Parties or, failing such agreement, by JAMS in accordance with its rules. The place of arbitration shall be Orange County, California. Each Party shall be responsible for its own costs and expenses, including legal fees, incurred in connection with the arbitration. The arbitrator shall have no authority to award punitive or exemplary damages. The Parties agree to keep the arbitration proceedings and award confidential, except as may be necessary to enforce the award or as required by law. This arbitration clause shall survive the termination or expiration of this Agreement.

18. **Prior Agreements and Complete Agreement**: This Agreement contains the final, complete, and exclusive statement of the agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations, and discussions between the parties, whether oral or written. All Addendums referred to in this Agreement and attached hereto shall be deemed and construed as part of this Agreement and for all purposes all such Addendums are hereby specifically incorporated herein by reference.

19. **Proper Authority**: Each party expressly acknowledges that it is authorized to enter into this agreement, and to bind such party, and such party's permitted successors and assigns, in the terms of this agreement. Each party expressly acknowledges that all corporate or other business enterprise formalities and consents have been obtained. Each party further acknowledges that this agreement does not conflict with or constitute a violation of any other agreement whether oral or written.

20. **Execution**: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature or other electronic means, and such signatures or means shall be deemed original signatures for all purposes. The Parties agree that the electronic signatures or means used to execute this Agreement shall have the same legal force and effect as handwritten signatures or original

documents. The Parties acknowledge and agree that the use of electronic signatures or means is a convenient means of executing this Agreement and that it does not diminish the legal validity or enforceability of this Agreement.

By their signature below, each of the following parties represent that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

For Highlands		For College	
Signature	[signature]	Signature	
Name	Murdock Smith	Name	
Title	Ex Dir	Title	
Date	7/24/23	Date	

Addendum 1: Primary Contacts

Executive Sponsor			
College		**Highlands**	
Name	Caitlin Masterson	**Name**	
Title	VP of Workforce Development	**Title**	
Address	1401 Dove Street, #340	**Address**	
City, State	Newport Beach	**City, State**	
Phone	(949)259-2234	**Phone**	
e-mail	cmasterson@gmail.com	**e-mail**	

Relationship Manager			
College		**Highlands**	
Name	Dawn Knapp	**Name**	
Title	Sr. Partnership Success Mgr	**Title**	
Address	1401 Dove Street, #340	**Address**	
City, State	Newport Beach	**City, State**	
Phone	(949)269-2628	**Phone**	
e-mail	dknapp@unitek.com	**e-mail**	

Billing Contact			
College		**Highlands**	
Name	Sonia Manzo	**Name**	
Title	Director of Fiscal Operations	**Title**	
Address	1401 Dove Street, #340	**Address**	
City, State	Newport Beach	**City, State**	
Phone	(949)236-4149	**Phone**	
e-mail	smanzo@unitek.com	**e-mail**	

Legal Contact			
College		**Highlands**	
Name	Phillip Quintana	**Name**	
Title	General Counsel	**Title**	
Address	1401 Dove Street, #340	**Address**	
City, State	Newport Beach	**City, State**	
Phone	(480)678-1605	**Phone**	
e-mail	pquintana@unitek.com	**e-mail**	

ADDENDUM 2: PROGRAM INFORMATION

Program	Duration	Highlands Tuition	Fees/Books/Equipment	Total per Participant
Medical Assisting	9-10 months	$12,298	$1,036	$13,344.50

I. MEDICAL ASSISTING PROGRAM

1. Delivery Model: Hybrid, Blended Learning Model
2. Locations: Campus, remote, and externship sites
3. Projected Annual enrollment: 60
4. Program includes 600 hours of classroom education and 160 externship hours for successful completion. College must receive a verified copy of each Participants high school diploma prior to any externship placement as required by the Accrediting Commission of Careers Schools and Colleges (ACCSC).
5. Applicable Student Catalog: https://www.unitekcollege.edu/catalog/california-catalog/

II. Tuition and Fees (books, equipment, etc.)

1. At least seven (7) days prior to the start of each term, Highlands will purchase all required textbooks and equipment required by the program for each enrolled Participant. College will not sell books or equipment directly to any Participant.
2. College shall bill Highlands on the last day of each month based on the number of Participants enrolled at any time in the prior month with payment due within seven (7) days of receipt. Payments shall be allocated as follows:

Date	Payment Schedule
Month 1	12% of Highlands tuition
Month 2	11% of Highlands tuition
Month 3	11% of Highlands tuition
Month 4	11% of Highlands tuition
Month 5	11% of Highlands tuition
Month 6	11% of Highlands tuition
Month 7	11% of Highlands tuition
Month 8	11% of Highlands tuition
Month 9	11% of Highlands tuition

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

February 28, 2025

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Site Discrepancies

Dear Ms. Warta,

On January 22, 2025, HCCTS received a letter of concern from TRUSD regarding site discrepancies.

On February 27, 2025, I presented the site list comparison document at the quarterly meeting with you and Ryan DiGiulio at TRUSD. This document includes student-occupied sites, physical addresses of HCCTS locations, the specific programs available at each site, lease agreement dates, and other relevant details.

We acknowledge the site errors in our previous MOUs and we have addressed all of them in the attached correspondence below.

If you have any additional concerns, please do not hesitate to contact me.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

#	MOU - Jan. 23, 2024				Nov. 7, 2024				ENROLLMENT - 1/23/24	
	STUDENT OCCUPIED SITES	PHYSICAL ADDRESS	HCCS	CICA	CURRENT	SITE NAME	NOTES	LEASE, MOU or AGREEEMENT DATES	HCCS	CICA
1	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X		CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	03.01.23 - 06.28.24		
2	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	**X**	HCCS ONLY	24th Ave.		11.13.18 - 06.30.28		**NONE**
3	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X		HCCS ONLY	65th St.		6.01.19 - 06.30.25		
4	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	**X**		ADMIN	Boxwood St.		12.01.22 - 02.29.28	**NONE**	
5	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X		CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.23 - 06.28.24		
6	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X		CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.23 - 06.28.24		
7	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	X	EXTERNAL CTE HCCTS	Asher		08.22.2016 - Present		
8	Auburn	4441 Auburn Blvd, Suite H & M Sacramento, CA 95841	X	X	HCCTS	Auburn Blvd.	COMBINED INTO ONE ADDRESS	03.01.23 - 04.30.26		
9	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X	HCCTS	Auburn Blvd.				
10	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	**X**	**X**	**CLOSED**	N/A	HCCTS Board approved closure of site on November 7, 2024.	07.01.23 - 06.30.24	**NONE**	**NONE**
11	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X		HCCS	Capitol Mall	COMBINED INTO ONE ADDRESS	01.01.21 - 09.30.27		
12	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X		HCCS ONLY	Center Pkwy.		7.01.23 - 06.30.25		
13	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X		HCCS ONLY	College Oak Dr.	CORRECT ADDRESS: **4541** COLLEGE OAK - MATCHES LEASE	7.01.23 - 06.30.25		
14	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X	HCCTS	Las Palmas Ave.		07.01.22 - 06.30.23; Currently month-to-month		
15	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	**X**		CICA ONLY	Marysville Blvd.		7.01.23 - 06.30.25	**NONE**	**13**
16	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X		HCCS ONLY	Edison Ave.		07.01.21 - 08.30.24; Currently month-to-month		
17	Fair Oaks	2300 Fair Oaks Blvd., Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center)	X	X	INTERNAL CTE HCCTS	Fair Oaks Blvd.	COMBINED INTO ONE ADDRESS	09.01.20 - 08.31.26		
18	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	**X**	X	CICA ONLY	Florin Rd.		03.01.22 - 02.28.24; Currently month-to-month	**NONE**	
19	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X		HCCTS	Folsom Blvd.	COMBINED INTO ONE ADDRESS (10013 & 10017)	07.01.19 - 08.30.23, Currently month-to-month for 10017 Folsom; 01.01.25 - 6.30.2031 for 10013 Folsom		
20	Folsom 2	9555 Folsom Blvd, Suites E, F, H Sacramento, CA 95827	X		CLOSED	N/A	On November 14, 2024, HCCTS sent a letter to TRUSD regarding the sites transfer.	07.01.22 - 11.30.24		
21	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	X	EXTERNAL CTE HCCTS	Westminster Ave.	ALSO ADVANCED BEAUTY COLLEGE	09.01.22 - 06.30.2024; Currently month-to-month		
22	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X		HCCS ONLY	Euclid St.		10.09.23 - 02.28.25		
23	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X	HCCTS	Grand Ave.	CTE SITE	07.01.23 - 06.30.27		
24	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X		HCCS ONLY	Hemlock St.		7.01.23 - 06.30.25		
25	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X		HCCS ONLY	Foothill Farm		10.01.23 - 09.30.25		
26	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X		HCCS ONLY	Hillsdale Blvd.	COMBINED INTO ONE ADDRESS.	08.03.22 - 09.30.27		
27	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	**X**	HCCS ONLY	Hillsdale Blvd.		08.03.22 - 09.30.27		**NONE**
28	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X		HCCS & CICA	Howe Ave.		08.01.17 - 03.31.27		**715**
29	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	**X**	HCCS ONLY	Hurley Way		07.16.21 - 07.15.24; Currently month-to-month		**NONE**
30	Industrial Pkwy.	8180 Industrial Pkwy, Sacramento, CA 95824	X	X	INTERNAL CTE HCCTS	Industrial Pkwy.	CTE SITE	07.01.18 - 09.30.28		
31	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X	CICA ONLY	Jackson Rd.		07.01.19 - Ongoing In effect unless terminated		
32	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X	CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.22 - 04.30.24		
33	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X	CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.22 - 04.30.24		
34	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X		HCCS ONLY	Larkspur Ln.		02.01.20 - 02.28.22; Currently month-to-month		
35	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X		HCCS ONLY	Fulton Ave.	COMBINED INTO ONE ADDRESS	07.01.23 - 06.30.26		
36	Maple	3301 37th Avenue, Sacramento, CA 95824	X		HCCS ONLY	37th Ave.		Month-to-month		
37	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X	HCCTS	Franklin Blvd.		08.15.16 - 06.30.28		
38	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X	HCCTS	Marconi Ave.		05.01.23 - 04.30.28		
39	Marysville	715 C Street, Marysville, CA 95901	X	X	HCCTS	C St.		07.01.19 - 06.30.28		
40	Marysville 2	1431 C St, Marysville, CA 95901	X		CLOSED	N/A	Email sent to TRUSD on January 14, 2025 regarding the closure of this site.	05.01.23 - 11.30.24		
41	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X		HCCS ONLY	Palm St.		04.01.18 - 06.30.24; Currently month-to-month		
42	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X		HCCS ONLY	Luce Ave.		11.01.21 - 06.30.24; Currently month-to-month		
43	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X		HCCS ONLY	Bruceville Rd.	COMBINED INTO ONE ADDRESS	01.01.22 - 09.30.25		
44	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	**X**	HCCS ONLY	Bruceville Rd.		09.01.22 - 12.31.25		**NONE**
45	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X		HCCS & CICA	Hayes Ave.	Scott Leaman visited the site as part of the TRUSD oversight for CICA.	7.01.23 - 06.30.25		**9**
46	O Street	1326 O Street, Sacramento, CA 95814	**X**	X	CICA ONLY	O St.		08.15.23 - 08.15.33	**NONE**	
47	Oak Park	2520 33rd St, Sacramento, CA 95817	X		HCCTS	33rd St.	CTE SITE	07.01.21 - 06.30.28		**267**
48	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X		HCCTS	Old Auburn Road	While the lease started in January 2024, instruction began in April 2024	01.01.24 - 12.31.28		**48**
49	Oxnard	328 West Third Street, Oxnard, CA 93030	X		HCCS ONLY	West Third St.		12.01.22 - 11.30.25		
50	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X		HCCS ONLY	South A St.		01.01.24 - 12.31.26		
51	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	**X**	X	CICA ONLY	Rosemont	WOMEN'S SHELTER	07.01.23 - 06.30.24; Currently month-to-month	**NONE**	
52	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X		HCCS ONLY	Rumrill Blvd.		07.01.22 - 06.30.27		
53	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	**X**		CICA ONLY	Seavey Circle	Scott Leaman visited the site as part of the TRUSD oversight for CICA.	10.24.17 - Present	**NONE**	**89**
54	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X		CLOSED	N/A	On June 17, 2024, TRUSD sent HCCTS a letter of concern regarding the South Lake Tahoe lease because HCCTS had a lease agreement but no teacher and no students enrolled. HCCTS sent TRUSD a letter on July 23, 2024, related to the South Lake Tahoe location.	12.01.23 - 11.30.24		
55	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X		HCCS ONLY	S St.		07.01.17 - 06.30.28		
56	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X	HCCTS	Todhunter Ave.		07.01.17 - 06.30.28		
57	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X		HCCS ONLY	Clark Ave.		09.01.21 - 09.30.24		
	Peacekeeper Way	3237 Peacekeeper Way, McClellan, CA 95652	X		HCCS ONLY	Peacekeeper Way	On June 5, 2024 an email was sent to Sharilyn Warta regarding Peacekeeper	11.22.24 - 2.22.28		
	Federico	1515 Sports Drive., Sacramento, CA 95834	X	X	EXTERNAL CTE HCCTS	Federico	NOT LISTED	01.13.23 - 06.30.25		
	Mixed	5950 Florin Rd., Sacramento, CA 95823	X	X	EXTERNAL CTE HCCTS	Mixed	NOT LISTED	06.22.22 - Present		
	Unitek	4330 Watt Ave., Sacramento, CA	X	X	EXTERNAL CTE HCCTS	Unitek	NOT LISTED	7.24.23 - Present		

Yellow means incorrect info submitted by HCCTS

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 21, 2025

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Peacekeeper Site Updates

Dear Ms. Warta,

On February 27, 2025, I met with you and the following attendees during the TRUSD/ HCCTS quarterly meeting:

- Sharilyn Warta, Project Manager
- Ryan DiGiulio, Chief Business Official
- Mayra Valdivia, Deputy Director
- Melissa Roberson, Director of Accountability

During this meeting, we discussed the situation at HCCS regarding our locations at McClellan Park and our move to Peacekeeper. I explained that the relocation from the McClellan 1 and McClellan 2 locations was necessary due to the expiration of our lease agreements, as Cal Fire was set to take over the previous space. MP Holdings LLC, the lessor, informed HCCTS of another available facility at 3237 Peacekeeper Way, Suite 202 McClellan Park, CA 95652, that we could utilize to accommodate our staff and students.

HCCTS requests TRUSD to approve the following:

- The temporary relocation of students from McClellan 1 & 2 to a new location located at 3237 Peacekeeper Way, Suite 204a McClellan Park, CA 95652
- The permanent relocation of students from McClellan 1 & 2 to 3237 Peacekeeper Way, Suite 202 McClellan Park, CA 95652

HCCTS requests TRUSD to determine if these relocations constitute a material revision to the charter. If so, HCCTS will work in collaboration with YM&C to draft the material revisions and send them to you for your consideration.

Attached below are the 30-day notices regarding McClellan 1 and McClellan 2 and the floor plan of the temporary space at the Peacekeeper site.

If you have any additional concerns, please do not hesitate to contact me.

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

NOTICE OF TERMINATION OF TENANCY

TO: Rich Henning
133 Grand Ave.
Sacramento, CA 95838

AND ALL OTHER PERSONS OR ENTITIES IN POSSESSION

NOTICE IS HEREBY GIVEN that your tenancy on the premises located at 3202 Palm Ave. Bldg. 826, Sacramento, California 95652is terminated at the end of the thirty (30) day period following service of this Notice on you, or April 18, 2025, (date at least 30 days after notice is served), whichever is later. You must vacate the premises on or before that date or you will be guilty of unlawful detention of the premises.

This Notice is given pursuant to the provisions of section 1946 of the California Civil Code.

If you fail to deliver up possession of the premises within the 30-day period, legal proceedings will commence against you to recover possession and to recover a judgment for treble damages for each day you hold possession beyond the 30-day period.

Rent in the amount of $1,824.00 is due and payable for the period April 1, 2025, through April 18, 2025.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Dated: March 17, 2025

Wanda Thompson

Vice President of Property Management

By: Wanda Thompson
Wanda Thompson

3140 Peacekeeper
McClellan, California 95652
(916) 965-7100

cc: FEDERAL EXPRESS OVERNIGHT DELIVERY AND FIRST CLASS MAIL

McCLELLAN
PARK

March 17, 2025

Highlands Community Charter School
Attn.: Rich Henning, Director of School Services
1333 Grand Ave.
Sacramento CA 95838

Delivered Via Certified Mail and Email: rich.henning@hccts.org

RE: 30 Day Termination Notice
Building 242, 5411 Luce Ave., McClellan CA

Dear Mr. Henning:

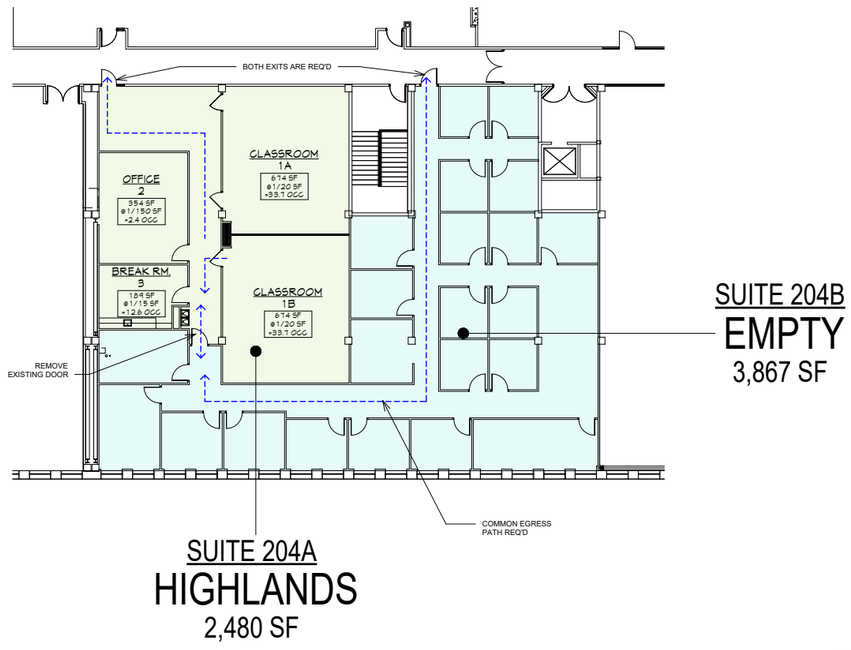
In accordance with the lease agreement for the above referenced location, please accept this letter as Landlords 30 Day Notice to Terminate per Section 25. Please ensure the building area is fully vacated by April 16, 2025.

You are a valued tenant in the Park and we look forward to future discussions.

Best,

Jennifer Lewis
Vice President Leasing & Property Management

3140 Peacekeeper Way | McClellan, California 95652
Main: (916) 965.7100 Cell: (916) 873.3005
jlewis@mcclellanpark.com
www.McClellanPark.com



BUILDING 200 - SECOND FLOOR, SUITE 204

NORTH

SCALE: 1/16" = 1'-0" AT 11 x17

FEBRUARY 14, 2025

C H & D
calpo hom & dong
ARCHITECTS
2120 20TH STREET, SUITE ONE
SACRAMENTO, CALIFORNIA 95818
TELE. 916.446.7741 FAX 916.446.0457

NOTE: AREAS ARE BASED ON ARCHITECT'S GRAPHICAL ESTIMATE. SPACES HAVE NOT BEEN FIELD VERIFIED.

TwinRivers
UNIFIED SCHOOL DISTRICT

Board of Trustees

Basim Elkarra
President

Stacey Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
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Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

April 23, 2025

Via Email

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

RE: Notice of Concern/Request for Information - Site Location Discrepancies
TRUSD Reply to HCCTS' 02/27/25 Response

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS' compliance with the approved HCCS and CICA Charters, the Memorandum of Understanding between the District and HCCTS regarding each Charter School's operations and oversight, and laws applicable to charter schools.

On October 3, 2024 the District sent a Notice of Concern/Request for Information regarding the October 3, 2024, HCCTS Board meeting a presentation entitled "2024-25 HCCTS Locations Approval". HCCTS responded to the District Notice on November 14, 2024. On January 22, 2025 the District replied to HCCTS' November 14 response.

HCCTS responded to the District's Reply during a meeting with the District on February 27, 2025, followed by email communication on that same date. Outlined below are the District's findings and additional actions required based on our analysis of HCCTS' past communications regarding this matter.

MOU Amendment No. 3 Discrepancies (Students Not Present Sites)

- HCCTS states that MOU Amendment No. 3 executed on January 11, 2024 ("MOU Amendment No. 3"), has incorrect information due to inadvertent data entry errors made by HCCTS staff at the time the amendment was drafted. Specifically, HCCTS represents that the following sites are non-student sites and that MOU Amendment No. 3 does not accurately reflect which charter schools operate at each site.

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

Address	HCCTS Response
24th St. (Previously 24th (St. Anne's)), 7720 24th Street, Sacramento, CA 95832	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*
Hurley Way (Previously Hurley), 3205 Hurley Way, Sacramento, CA 95864	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*
Rosemont (Saint John's), 8401 Jackson Road, Sacramento, CA 95826	*HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.*
Florin Rd, 3801 Florin Road, Suite 107, Sacramento, CA 95823	*HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.*
Hillsdale Blvd. (Previously Hillsdale), 5655 Hillsdale Blvd, Sacramento, CA 95842	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*
O Street, 1326 O Street, Sacramento CA 95814	*HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.*
Bruceville Rd. (Previously North Laguna 2), 8211 Bruceville Rd, #115 and #125 Sacramento, CA 95823	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*

District Findings:

- The District does not dispute the possibility that mistakes were been made by HCCTS when submitting the site/location lists for CICA and HCCS.
- The District finds that HCCTS neglected to communicate the errors that were made until these discrepancies were identified by the District through multiple communications.
- Since the errors made regarding the seven (7) above-listed sites pertain to locations where students are not present, the District has determined that it is not necessary for HCCTS to submit a Material Revision request to address these changes. However, the District has determined that an amendment to MOU Amendment No. 3 will be needed to address these discrepancies.

Action Required:

- HCCTS needs to cooperate with the District in the amendment process and ensure that all sites/locations are accurate.

Address Correction

- HCCTS communicated that the College Oak (SALAM) street number of 4545 College Oak Drive is incorrect in the MOU Amendment NO 3 and explained that the lease lists 4541 College Oak Drive.

District Findings:

- The District does not dispute the possibility that mistakes were been made by HCCTS when submitting the site/location lists for CICA and HCCS.
- The District finds that HCCTS neglected to communicate the errors that were made until these discrepancies were identified by the District through multiple communications.
- The District has determined that an amendment to MOU Amendment No. 3 will be needed to address this error.

Action Required:

- HCCTS needs to cooperate with the District in the amendment process and ensure that all sites/locations and addresses are accurate.

Closed Locations

- HCCTS has communicated that the following either (8) locations have been closed:

1. 12th Street, 701 12th Street, Suite 203, Sacramento CA 95814
2. ARI Elder Creek (ARI South) 6270 Elder Creek Road, Sacramento, CA 95824
3. ARI Sunrise (ARI North), 5750 Sunrise Blvd., #100 Citrus Heights, CA 95610
4. Bowling ,7171 Bowling Dr., #1120, Sacramento CA 95823
5. Lao Family – Oakland 2, 8480 Edes Ave., Oakland, CA 94621
6. Lao Family – Oakland, 2325 East 12th St., Oakland, CA 94601
7. Marysville 2, 1431 C St., Marysville, CA 95901
8. S. Lake Tahoe, 1041 Lyon Ave, South Lake Tahoe, CA 96150

District Findings:

- The above-listed locations were included in MOU Amendment No. 3 for CICA and/or HCCS and have been closed as outlined in past correspondence from HCCTS.

- No further action is required for the above-mentioned eight (8) locations.

MOU Amendment No. 3 Discrepancies (Students Present Sites)

- HCCTS states that MOU Amendment No. 3 has incorrect information due to inadvertent data entry errors made by HCCTS staff at the time the amendment was drafted. Specifically, HCCTS represents that the following sites are student sites, but the MOU Amendment No. 3 does not accurately reflect which charter schools operate at each site.

Address	HCCTS Response

33rd St. (Previously Oak Park), 2520 33rd St, Sacramento, CA 95817	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Hayes Ave. (Previously Norwood), 431 Hayes Avenue, Sacramento, CA 95838	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Howe Ave., 1111 Howe Avenue, Sacramento, CA 95825	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Old Auburn Rd. (Previously Old Auburn), 7817 Old Auburn Road, Citrus Heights, CA 95610	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Fair Oaks Blvd. (23X Studio and Wellness Center) (Previously Fair Oaks), 2310 Fair Oaks Blvd, Sacramento, CA 95825	This address is listed as an "Internal CTE Site", which HCCTS has indicated may be used by both CICA and HCCS students. This location is approved for HCCS students only.
Folsom Blvd., 10017 Folsom Blvd, Sacramento, CA 95827	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Marysville Blvd., (Previously Del Paso 2), 3730 Marysville Blvd., Sacramento CA 95838	HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.
SHRA – Marina Vista, 30 Seavey Circle, Sacramento, CA 95818	HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.

District Findings:

- The District does not dispute the possibility that mistakes were been made by HCCTS when submitting the site/location lists for CICA and HCCS.
- The District finds that HCCTS neglected to communicate the errors that were made until these discrepancies were identified by the District through multiple communications.
- Since the errors made regarding the eight (8) above-listed sites pertain to locations where students are present, the District requires evidence that the facilities were secured for the programs prior to January 2024.

Action Required:

- For the CICA sites excluded from MOU Amendment No. 3 where HCCTS represents students are present, provide fully executed copies of the lease agreement which lists CICA or HCCTS as the lessee. The District will review the documentation to see if the lease pre-dates the January 2024 MOU Amendment No. 3. Please note that lease agreements listing HCCS as the lessee for CICA sites will not be acceptable as that excludes CICA.

Non-Student Sites/Location Discrepancies

- HCCTS represents that the following sites are non-student sites and are utilized for both HCCS and CICA.
    - **9th Ave.** (Previously San Diego) 406 9th Avenue, Suite 310, San Diego, CA 92101
    - **American River Dr.** (Previously American River) 3600 American River Dr., # 280, Sacramento, CA 95864
    - **Arden Way** (Warehouse/Receiving) (Previously Arden) 901 Arden Way, Sacramento, CA 95815
    - **Boxwood St. (23X Studio) (Previously Arden 2)** 2260 Boxwood Street, Sacramento, CA 95815
    - **Capitol Mall,** 555 Capitol Mall, # 1275,725, 735, 550 Sacramento, CA 95814
    - **Edison Ave.,** 2300 Edison Ave., Sacramento CA 95821

District Findings:

- The District finds that the six (6) above- listed locations were not included in the MOU Amendment No. 3 for both CICA and HCCS.
- While the addition of a non-student site does not necessarily require a Material Revision of the HCCS or CICS Charter(s), MOU Amendment No. 3 clearly states "*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s)...*" This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"
- The District finds that HCCTS did not comply with this MOU Amendment No. 3 requirement.

Action Required:

- To prevent further corrective actions, the District requires that HCCTS submit a written request for approval of the above-listed non-student site changes, including relevant background information regarding the changes, lease agreements, budgetary documentation, and a description of the operations established at the locations. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.

External CTE Programs: No Facility Use

- HCCTS represents that the following locations are "External CTE sites" where HCCTS partners with outside organizations at the partner's locations to provide CTE programs for HCCS and CICA students. These External CTE locations/partners include:
    - **Federico Beauty Institute** - 1515 Sports Drive, Sacramento 95834
    - **Mixed Institute of Cosmetology & Barber** - 5950 Florin Rd., Sacramento, CA 95823
    - **Unitek College** - 4330 Watt Ave., Sacramento, CA 95660

District Findings:

- **Federico Beauty Institute**
  - The MOU is between HCCTS and the Federico Beauty Institute.
  - The MOU has no mention of any facility use. It states that the purpose of the MOU is to document the arrangement and agreement between parties regarding ***educational services*** provided to HIGHLANDS' students by FEDERIC…
  - The MOU is missing the date of Murdock Smith's signature.

- **Mixed Institute of Cosmetology & Barber**
  - The MOU is between HCCTS and the MIXED Institute.
  - The MOU has no mention of any facility use. It states that the parties desire to enter into the MOU to document the arrangement between the parties regarding "educational services provided to Highlands' students…"

- **Unitek College**
  - The MOU is between HCCS and Unitek, which excludes CICA.
  - The MOU says it is effective as of the dates of the last signature, but HCCTS did not provide the District with a fully executive copy of the MOU as it is missing one of the dates for a signatory.
  - The MOU does not mention any facility use which the District takes this to mean it is an arrangement for educational services only.

Action Required:

- **Federico Beauty Institute**
  - HCCTS should remove this as a site and transfer the enrollment of students from this location to the appropriate, approved location corresponding with each student's teacher of record.
  - HCCTS should provide the District with a response outlining which location(s) student enrollments were transferred to and evidence that this transfer corresponds with each student's teacher of record.
  - HCCTS should provide a copy of the fully executed MOU, which includes the date with Mr. Smith's signature.

- **Mixed Institute of Cosmetology & Barber**
  - HCCTS should remove this as a site and transfer the enrollment of students from this location to the appropriate, approved location corresponding with each student's teacher of record.
  - HCCTS should provide the District with a response outlining which location(s) student enrollments were transferred to and evidence that this transfer corresponds with each student's teacher of record.

- **Unitek College**
  - HCCTS should remove this as a site and transfer the enrollment of students from this location to the appropriate, approved location corresponding with each student's teacher of record.

- HCCTS should provide the District with a response outlining which location(s) student enrollments were transferred to and evidence that this transfer corresponds with each student's teacher of record.
- The MOU should be updated to include CICA students as the current agreement is with HCCS, excluding CICA.
- Provide the District with a fully executive copy of the MOU.

External CTE Programs: Facility Use Agreement

- HCCTS represents that the following locations are "External CTE sites" where HCCTS partners with outside organizations at the partner's locations to provide CTE programs for HCCS and CICA students. These External CTE locations/partners include:
  - **Asher College** - 1215 Howe Ave., # 101, Sacramento, CA 95834
  - **Advance Beauty College** - 10121 Westminster Ave., Garden Grove, CA 92843

District Findings:

- **Asher College**
  - The MOU is between Highlands Community Charter School and the Landlord. This excludes operations for CICA at the location.
  - The District has reviewed the Enrollment Reports for CICA for the 2024-25 school year and found evidence that CICA students are enrolled at the 1215 Howe Avenue location.
  - MOU Amendment No. 3 clearly states "*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s)...*" This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"
  - The District finds that HCCTS did not comply with the terms of MOU Amendment No. 3.

- **Advance Beauty College**
  - The MOU is between Highlands Community Charter School and the Landlord. This excludes operations for CICA at the location.
  - The District has reviewed the Enrollment Reports for CICA for the 2024-25 school year and noted that there are currently no CICA students enrolled at the "Westminster" location. Therefore, CICA has not violated the terms of the MOU Amendment No. 3 for this location.
  - The District finds that this location does not fit the description provided by HCCTS for "External CTE" programs. The MOU states that use of the property is for *"...sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs"*. The District interprets this to mean that HCCTS is providing instruction at the location and that it is therefore not an "External" program.

Action Required:

- **Asher College**
  - To prevent further corrective actions, the District requires that HCCTS submit a written request, including relevant background information regarding the changes, lease agreements, budgetary documentation, and a description of the operations established at the locations. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.
  - HCCTS should remove this location as a "External CTE" program for two reasons:
    - HCCTS states that External CTE programs are available to both CICA and HCCS students. This location is not approved for CICA.
    - The MOU states that the Charter school has agreed to a "joint-use" agreement which indicates that HCCTS is providing instruction at the location and therefore excludes the location as an "External" program.

- **Advance Beauty College**
  - If HCCTS desires to add this as a location for CICA, HCCTS must follow the terms of the MOU and submit *a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s)...*" This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"
  - HCCTS should remove this location as a "External CTE" program for two reasons:
    - HCCTS states that External CTE programs are available to both CICA and HCCS students. This location is not approved for CICA.
    - HCCTS is providing instruction at the location and therefore excludes the location as an "External" program.

Combined Folsom Locations

- HCCTS represents that they added a location at 10013 Folsom Blvd, Sacramento CA and "combined" this new facility with the existing facility at 10017 Folsom Blvd., Sacramento CA when the Folsom 2 location at 9555 Folsom Blvd, Sacramento, CA 95827 was closed.
- HCCTS enrollment reports show that students are present at this site used for both HCCS' and CICA's education program operations.

District Findings:

- The District finds that this change in location was no approved prior to establishment of operations.
- While the expansion to a building on the same lot as an existing, approved site does not necessarily require a Material Revision, MOU Amendment No. 3 clearly states: "*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information*

regarding the proposed change(s)..." This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"

- The District finds that HCCTS did not comply with the terms of MOU Amendment No. 3.

Action Required:

- To prevent further corrective actions, the District requires that HCCTS submit a written request for approval of the above-listed change, including relevant background information regarding the change, lease agreements, budgetary documentation, and a description of the operations established at the location(s). Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.

Combined Locations at Same Address

- HCCTS indicated that they are combining the two Auburn locations at 4441 Auburn Blvd., Sacramento CA into a single location.
- HCCTS indicated that they are combining the locations at 555 Capitol Mall, Sacramento, CA into a single location.
- HCCTS indicated that they are combining the locations at 8211 Bruceville Road, Sacramento, CA into a single location.
- HCCTS indicated that they are combining the locations at 5655 Hillsdale, Blvd., Sacramento CA into a single location.

District Findings:

- The District will allow the above-listed changes since it is our understanding that these are not new sites, but combining multiple suites and/or building numbers at the same physical address.
- This change will need to be reflected/clarified as part of the future Amendment to the MOU.
- No immediate further action required at this time.

Combined Fulton Ave. Locations

- HCCTS represents that they wish to combine the location at 1100 Fulton Ave., Sacramento CA with the location at 1050 Fulton Ave., Sacramento CA into a single site.

District Findings:

- While these two sites are located very close to each other, they are not on the same property or in the same building.

Action Required:

- HCCTS needs to submit a written request for approval of this change, including relevant background information regarding the changes, lease agreements, budgetary

documentation, and a description of the operations established at the combined site. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.

Combined Edison Avenue with Fair Oaks Blvd.

- HCCTS indicates they wish to combine the Edison (St. Matthew's) location at 2300 Edison Ave., Sacramento, CA with the Fair Oaks location at 2310 Fair Oaks Blvd., Sacramento, CA 95821.

District Findings:

- According to an online map search, these two addresses are approximately 4 miles apart.
- The District does not agree with this change and will keep the addresses separate.

Action Required:

- HCCTS should not combine the two sites in any documentation or communications.
- HCCTS should update this change with the HCCTS Board of Trustees to ensure the Board has up-to-date and accurate information regarding the sites that HCCTS oversees.

"Replacement" Sites – McClellan and McClellan 2 Sites

- HCCS has ceased operations at 3144 Palm St., McClellan Park, CA 95652 and has relocated to 3237 Peacekeeper Way, McClellan Park, CA 95652.
- HCCTS has stated that they do not consider this a "new" location as the lessor, McClellan Park would not renew the lease.
- HCCTS represents that the change does not require the organization to follow the process outlined in MOU Amendment No. 3 to add a facility as they consider this a "replacement" facility.
- Similarly, HCCTS has stated that the McClellan Park lessors are not renewing the lease at 5411 Luce Ave., McClellan Park, CA 95652 and that the organization is planning to relocate this site to another location (not yet determined/identified). HCCTS represents that they will also consider this change a "replacement" facility.

District Findings:

- The MOU Amendment No. 3 includes both of the following HCCS sites:
  - **McClellan** - 3144 Palm Street, Building 826, McClellan Park, CA 95652
  - **McClellan 2** - 5411 Luce Ave, Unit 242, McClellan, CA 95652
- The District finds that the change to the 3237 Peacekeeper Way, McClellan Park, CA 95652. location was not approved prior to establishment of operations.
- The term "replacement" facility is not used in Education Code or the MOU Amendment No. 3.
- The situation described by HCCTS is addressed in the MOU Amendment No. 3 by the following statement: "If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary

documentation, and a description of the operations to be established at the location(s)." This is necessary for the District to determine "whether the proposed change(s) constitutes a material revision requiring District Board approval."
The MOU Amendment No. 3 obligations referenced above, expressly applies to a situation where HCCTS is moving any of its existing location(s).

- The District finds that HCCTS did not comply with this the terms of MOU Amendment No. 3 requirements when establishing operations at the 3237 Peacekeeper Way site.

Action Required:

- To prevent further corrective actions, the District requires that HCCTS submit a written request for approval of the 3237 Peacekeeper Way, McClellan Park location, including relevant background information regarding the changes, lease agreements, budgetary documentation, and a description of the operations established at the location. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve this change.
- Comply with the terms of the MOU Amendment No. 3 regarding moving the current McClellan 2/Luce Ave. site to any new location, including the referenced new Peacekeeper location.

Proposed for Closing

HCCTS has indicated that the following locations are "proposed" for closing.

1. El Camino, 4813 El Camino Ave., Suites A and B, Carmichael, CA 95608
2. Fair Oaks 2, 6110 Fair Oaks Blvd., Unit A, Carmichael CA 95608

Action Required:

- Please inform the District at least 30-days before the final date of operations.
- As part of this communication to the District, HCCTS should indicate why it is closing the location and describe where (what other HCCS location) students enrolled at the sites to be closed will now be housed/enrolled and include information about how students will be accommodated at that existing site(s).
- Provide Board agenda/minutes indicating the closure were approved by the HCCTS Board.

Please provide the information and records responsive to this request by **5:00 PM on Friday, May 23, 2025**. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:

TRUSD Notice of Concern/Request for Information dated October 16, 2024
HCCTS Response dated November 14, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

May 30, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/Request for Information - Site Location Discrepancies

Dear Mr. DiGiulio,

On April 23, 2025, HCCTS received a letter from TRUSD regarding site location discrepancies.

HCCTS is currently in the process of updating sites for the 2025-2026 school year. HCCTS continues to assess the number of credentialed teachers who will work for HCCS and CICA in the upcoming school year, expected student enrollment, ADA, budgets, and site needs for the new school year. As you know, HCCTS has recently laid off 638 employees and as a result will reduce the number of students we are able to serve to an estimated 3,300. Therefore, HCCTS will also reduce the number of sites for both HCCS and CICA.

At this time, HCCTS can confirm the following information:

These HCCS Sites will remain open:

#	Name	Address
1	Hillsdale Blvd	5655 Hillsdale Blvd., Sacramento, CA 95842
2	College Oak	4541 College Oak Drive, Sacramento, CA 95841
3	Edison Ave.	2300 Edison Avenue, Sacramento, CA 95821
4	Hurley Way	3205 Hurley Way, Sacramento, CA 95864

5	Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
6	37th Ave.	3301 37th Avenue, Sacramento, CA 95824
7	65th St.	6853 65th Street, Sacramento, CA 95828
8	Fulton Ave	1050 Fulton Avenue, Sacramento, CA 95825
9	S. St	730 S Street, Sacramento, CA 95811
10	24th St.	7720 24th Street, Sacramento, CA 95832
11	Larkspur Ln.	1100 Fulton Avenue, Sacramento, CA 95825

These CICA Sites will remain open:

#	Name	Address
1	Florin Rd.	3801 Florin Road, Sacramento, CA 95823
2	Jackson Rd.	9880 Jackson Road, Sacramento, CA 95827
3	*Rosemont	Not available

*Address withheld for the privacy and safety of our students

These HCCS + CICA Sites will remain open:

#	Name	Address
1	Grand Ave	1333 Grand Avenue, Sacramento, CA 95838
2	Marconi Ave	3727 Marconi Ave, Sacramento, CA 95821
3	Folsom Blvd.	10017 and 10013 Folsom Blvd, Sacramento, CA 95827
4	Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
5	Todhunter Ave	800 Todhunter Avenue, West Sacramento, CA 95605
6	Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA

		95610
7	Las Palmas Ave	1100 Las Palmas Avenue, Sacramento, CA 95815
8	Auburn Blvd	4441 Auburn Blvd, Sacramento, CA 95841
9	33rd St.	2520 33rd St, Sacramento, CA 95817
10	C St	715 C Street, Marysville, CA 95901
11	Hayes Ave	431 Hayes Avenue, Sacramento, CA 95838
12	Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
13	Industrial Pkwy	8180 Industrial Pkwy, Sacramento, CA 95824

As of May 28, 2025, HCCTS can confirm that the following sites will be recommended to the HCCTS Board of Directors for permanent closure.

These HCCS Sites will close:

#	**Name**	**Address**
1	South A St.	560 South A Street, Oxnard, CA 93030
2	Bruceville Rd.	8211 Bruceville Rd, Sacramento, CA 95823
3	Clark Ave	229 Clark Avenue, Yuba City, CA 95991
4	Palm St.	3144 Palm Street, McClellan Park, CA 95652
5	Euclid St	14361 Euclid Street, Garden Grove, CA 92843
6	Luce Ave	5411 Luce Ave, McClellan, CA 95652
7	Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841
8	Foothill Farms	5527 Hemlock Street, Sacramento, CA 95841
9	West Third St.	328 West Third Street, Oxnard, CA 93030
10	Rumrill Blvd.	1964 Rumrill Blvd, San Pablo, CA 94806
11	Westminister Ave	10121 Westminster Avenue, Garden Grove,

		CA 92843
12	Peacekeeper Way	3237 Peacekeeper Way, McClellan, CA 95652

These CICA Sites will close:

#	**Site Name:**	**Site Address:**
1	Marysville Blvd.	3730 Marysville Blvd., Sacramento, CA 95838
2	O St.	1326 O Street, Sacramento, CA 95814
3	Seavey Circle	30 Seavey Circle, Sacramento, CA 95818

Site planning will ultimately be determined based on the number of credentialed teachers available, student enrollment needs, and the status of our lease agreements. As part of this process, we will carefully review all lease agreements to determine which sites can remain operational and which may need to close.

Laying off teachers and closing sites is an incredibly difficult decision made in response to current circumstances, and we are committed to supporting those affected during this transition.

HCCTS will notify you once these location changes have been approved by the HCCTS Board of Directors and will work on addressing the comprehensive list of questions and concerns presented in your previous letter. Please note that HCCTS is currently working on a material revision to the HCCS and CICA charters that will reflect these changes in order to stay in compliance with the current MOU Amendment No. 3 for both schools. Our goal is to present the material revisions to the HCCTS board of directors on June 26, 2025. Once the material revisions have been board approved, they will be submitted to TRUSD.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Exhibit D

Violation of Law: 2023-24 Annual Audit Report

From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:32:19 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Friday, November 22, 2024 5:08 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.

Have a great weekend.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652

Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, November 22, 2024 3:59 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.
Report Suspicious

Hello Kate,

The State Controller's Office does not grant extensions for charter school audits. The extension must be obtained through the chartering entity (sponsoring school district).

Is Twin Rivers Unified School District approving the extension request for Highlands Community Charter and Technical Schools?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
tholmes@cde.ca.gov
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, November 22, 2024 2:11 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: [EXTERNAL] FW: HCCTS Audit Extension Request

CAUTION! This email originated from outside the California Department of Education. Be careful of links and attachments.

Hello CDE and SCO,

Please see attached the notification for the 2023-24 Audit Report extension to January 15, 2025 for Highlands Community Charter and Technical Schools.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Thursday, November 21, 2024 2:29 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>
Subject: HCCTS Audit Extension Request

Kate,

I hope you are well. I have attached a letter requesting an extension of our 23-24 independent audit report deadline.

I appreciate your time.

--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

11/20/24

Subject: HCCTS Audit Extension Request

Dear Kate Ingersoll,

Due to the number of active audit engagements and requests being fielded by our office we would like for formally request a 30-day extension to our December 15th deadline for the submission of our 2023-2024 audit report. We will continue to work with our Independent audit firm, Edie Bailly, to ensure the timeliness of this report.

Thank you for your consideration.

Sincerely,

Matthew Lemos, Chief Business Official

From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:35:02 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Wednesday, February 12, 2025 11:30 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

I was just thinking about HCCTS's audit report. Thank you for the update. Are the auditors estimating not more than an additional week?

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Wednesday, February 12, 2025 11:27 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

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Kate,

I spoke with our independent auditors last night, and they confirmed the final report was under review by their national office, but they would not commit to delivery by Friday. I reiterated the urgent need to complete this process and will keep you up to date on any information received.

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> >
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> >
> > *Kate Ingersoll*
> > Executive Director Fiscal Services

Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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My goal is to have this completed by 1/31/25 and will keep pushing on the team to reach this goal.

I appreciate the consideration.

On Mon, Nov 25, 2024 at 8:22 AM LEAAudits <LEAAudits@cde.ca.gov> wrote:

> Hello Kate,
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> Thank you! I will make a note in our database.
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> Tonya Holmes, Analyst
> Categorical Allocations and Audit Resolution Office
> School Fiscal Services Division
> California Department of Education
> 1430 N Street, Suite 3800

Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
tholmes@cde.ca.gov
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

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Sent: Friday, November 22, 2024 5:08 PM
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Hello,

Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.

Have a great weekend.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
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Hello Kate,

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Is Twin Rivers Unified School District approving the extension request for Highlands Community Charter and Technical Schools?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
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https://www.cde.ca.gov/fg/au/ag/

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Subject: [EXTERNAL] FW: HCCTS Audit Extension Request

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Hello CDE and SCO,

Please see attached the notification for the 2023-24 Audit Report extension to January 15, 2025 for Highlands Community Charter and Technical Schools.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
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Subject: HCCTS Audit Extension Request

Kate,

I hope you are well. I have attached a letter requesting an extension of our 23-24 independent audit report deadline.

I appreciate your time.

--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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Matthew Lemos
Chief Business Official

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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:58:38 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
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Kate,

I spoke with the senior auditor on the engagement last night; he informed me that due to unforeseen turnover at their national office, it had been delayed until next week. I have been and will continue to check in with them daily for any updates, but the promise given to me was next Friday at the latest.

On Fri, Feb 21, 2025 at 9:15 AM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

Good morning,

I am checking in on the ETA for HCCTS's 23-24 Independent Audit report. Thank you.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
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Hello,

I was just thinking about HCCTS's audit report. Thank you for the update. Are the auditors estimating not more than an additional week?

Thank you,

Kate Ingersoll
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Twin Rivers Unified School District

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> Sacramento, CA 95814
> Phone: 916-323-6028
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Twin Rivers Unified School District

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I appreciate your time.

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Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: HCCTS 23-24 Audit
Date: Monday, June 2, 2025 8:58:59 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Thursday, February 27, 2025 1:52 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Jonathan Clement <Jclement@eidebailly.com>
Subject: HCCTS 23-24 Audit

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Kate,

We received an update from the audit team that our draft is expected to be ready tomorrow.

I have included Jonathan Clement, Senior Manager, in our engagement in this thread to provide direct updates.
--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838



C: 916-937-1719
W: hccts.org



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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: HCCTS 23-24 Audit
Date: Monday, June 2, 2025 8:59:31 AM
Attachments: [redacted]

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
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From: Jonathan Clement <jclement@eidebailly.com>
Sent: Friday, February 28, 2025 8:43 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>
Subject: Re: HCCTS 23-24 Audit

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Hello,

@Matthew Lemos thank you for adding me to the update.

As previously mentioned by Matthew, our target was to have a draft by today (2/28), and unfortunately, we will not meet that deadline. The Highlands team has provided us with all of our final requests; however it has taken more time that anticipated to finalize everything on our end. For a realistic timeline, we can expect to have a draft Tuesday or Wednesday next week and final issuance shortly after that.

I appreciate all of your patience and consideration as we work to finalize the report. If anything is

needed please do not hesitate to reach out.

Best,

Jonathan Clement, CPA

(he/him/his)

Senior Manager

Eide Bailly LLP

10681 Foothill Blvd., Ste. 300

Rancho Cucamonga, CA 91730-3831

T 909.755.2756

C 818.425.2386

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Connect with me on LinkedIn

www.linkedin.com/in/jonathanclementcpa



What inspires you, inspires us.

eidebailly.com

Independent member of HLB – the global advisory and accounting network.

From: Bill McGuire <bill.mcguire@hccts.org>
Sent: Thursday, February 27, 2025 4:06 PM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Jonathan Clement <jclement@eidebailly.com>
Subject: Re: HCCTS 23-24 Audit

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I talked to Jerry Simmons from YMC this afternoon, and they have not gotten their letter to the auditors yet, as it is still being reviewed.

Thanks
Bill

On Thu, Feb 27, 2025 at 1:52 PM Matthew Lemos <matthew.lemos@hccts.org> wrote:

> Kate,
>
> We received an update from the audit team that our draft is expected to be ready tomorrow.
>
> I have included Jonathan Clement, Senior Manager, in our engagement in this thread to provide direct updates.
> --
>
> **Matthew Lemos**
>
> *Chief Business Official*
>
> **A:** 1333 Grand Ave. Sacramento, CA 95838
>
> **C:** 916-937-1719
>
> **W:** hccts.org

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--

Bill McGuire

Executive Director

A: 555 Capitol Mall, Suite 550, Sacramento, CA 95814

P: 916.844.2283

W: hccts.org

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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: HCCTS 23-24 Audit
Date: Monday, June 2, 2025 9:00:31 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Jonathan Clement <jclement@eidebailly.com>
Sent: Friday, March 14, 2025 9:07 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Scott Gustafsson <sgustafsson@eidebailly.com>
Subject: Re: HCCTS 23-24 Audit

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Kate,

I hope this finds you well!

In wanting to keep you updated regarding the 23-24 audit status, the process has taken longer than expected, which is on our end, and Highland has been doing everything they can to assists us during this process. With all the additional external reviews that are still on-going for HCCTS, we are required to consider the impact these reviews have and consult with our National Office and we are working to navigate that process as efficiently as possible. Thank you for your patience with the delay on the audit and we expect to have this completed before the end of the month.

If there are any questions or if anything is needed, please do not hesitate to reach out.

Best,

Jonathan Clement, CPA

(he/him/his)

Senior Manager

Eide Bailly LLP

10681 Foothill Blvd., Ste. 300

Rancho Cucamonga, CA 91730-3831

T 909.755.2756

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www.linkedin.com/in/jonathanclementcpa



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From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, February 28, 2025 8:56 AM
To: Jonathan Clement <jclement@eidebailly.com>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>
Subject: RE: HCCTS 23-24 Audit

You don't often get email from kate.ingersoll@trusd.net. Learn why this is important

Thank you for the update.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

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From: Jonathan Clement <jclement@eidebailly.com>
Sent: Friday, February 28, 2025 8:43 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>
Subject: Re: HCCTS 23-24 Audit

Hello,

@Matthew Lemos thank you for adding me to the update.

As previously mentioned by Matthew, our target was to have a draft by today (2/28), and unfortunately, we will not meet that deadline. The Highlands team has provided us with all of our final requests; however it has taken more time that anticipated to finalize everything on our end. For a realistic timeline, we can expect to have a draft Tuesday or Wednesday next week and final issuance shortly after that.

I appreciate all of your patience and consideration as we work to finalize the report. If anything is needed please do not hesitate to reach out.

Best,

Jonathan Clement, CPA

(he/him/his)

Senior Manager

Eide Bailly LLP

10681 Foothill Blvd., Ste. 300

Rancho Cucamonga, CA 91730-3831

T 909.755.2756

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Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Jonathan Clement <jclement@eidebailly.com>
Subject: Re: HCCTS 23-24 Audit

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Thanks
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> Kate,
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> --
>
> **Matthew Lemos**



Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838

C: 916-937-1719

W: hccts.org



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--



Bill McGuire

Executive Director

A: 555 Capitol Mall, Suite 550, Sacramento, CA 95814

P: 916.844.2283

W: hccts.org



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Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 19, 2025

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

RE: Request for Information – Independent Financial Audit Report

Dear Mr. McGuire:

The Twin Rivers Unified School District ("District") is the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"). As the authorizing entity the District is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

California Education Code 47605 (m) states a charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (c), to its chartering authority, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering authority, and the department by December 15 of each year.

HCCTS requested an extension to the above-mentioned December 15 deadline, which was granted with an updated deadline of January 15, 2025. HCCTS failed to meet the January 15 deadline and requested multiple extensions with the most recent request for an extension to the "end of the month", which the District interprets this to mean March 31, 2025. The District notes the extenuating circumstances, involving multiple audits, which are undoubtably impacting this report and therefore grants this extension request.

Please note any further extensions will not be granted as the report will be more than three (3) months overdue.

Action Required

- HCCTS must submit their annual independent financial audit report for June 30, 2024 by no later than March 31, 2025 to Twin Rivers Unified School District, the State Controller, and the Sacramento County Office of Education.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

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Sharon Reichelt
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Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

April 7, 2025

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

RE: Notice of Concern– 2023-24 Independent Financial Audit Report

Dear. Mr. McGuire:

The Twin Rivers Unified School District ("District") is the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"). As the authorizing entity the District is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On March 19, 2025 the District sent a request for information regarding the 2023-24 independent financial audit report. California Education Code 47605 (m) states a charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (c), to its chartering authority, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering authority, and the department by December 15 of each year.

HCCTS requested an extension to the above-mentioned December 15 deadline, which was granted with an updated deadline of January 15, 2025. HCCTS failed to meet the January 15 deadline and requested multiple extensions with the most recent request for an extension to March 31, 2025. In the District's March 19 letter, HCCTS was notified that any additional extensions would not be granted.

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

As of the date of this letter, the District has not received the 2023-24 independent financial report. HCCTS must comply with the action outlined below to prevent further, corrective actions.

Action Required

- HCCTS must submit their annual independent financial audit report for June 30, 2024 by no later than April 18, 2025 to Twin Rivers Unified School District, the State Controller, and the Sacramento County Office of Education.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosure:
District Letter dated March 19, 2025

cc:
Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent, School Leadership, marci.bernard@trusd.net

From: Kate.Ingersoll
To: Matthew Lemos
Cc: Ryan.DiGiulio; Terrie.Rhodes; Bill McGuire; Mark Lutgen; Vireak Chheng; Kat Michiels; Sharilyn.Warta; Melissa Roberson; Diana Gonsalves
Subject: RE: HCCTS - ADA Corrections 22-23
Date: Thursday, April 17, 2025 11:15:44 AM
Attachments: image001.png

Hello Matthew,

TRUSD has CICA & HCC's 22-23 P-2 Corrections for AN R3 to certify and move forward to SCOE and then CDE.

I have agreed the CDE PADC to the Attendance Summary reports. Additionally for CICA, I have confirmed the ADA reduction for the Independent Study ratio excess. All items agree to supporting reports. TRUSD will move both CICA & HCC's 22-23 P-2 Corrections for AN R3 forward to SCOE.

I know CDE does not require a P1 ADA revision but what about PAnnual for 22-23?

When should we except the 23-24 ADA revisions and also 24-25's P2 ADA. Thank you.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Monday, April 14, 2025 8:39 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Terrie.Rhodes <Terrie.Rhodes@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Mark Lutgen <mark.lutgen@hccts.org>; Vireak Chheng <vchheng@charterimpact.com>; Kat Michiels <kmichiels@charterimpact.com>; Sharilyn.Warta <Sharilyn.Warta@trusd.net>; Melissa Roberson <melissa.roberson@hccts.org>; Diana Gonsalves

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 21, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: NOC - 2023-24 Independent Financial Audit Report

Dear Mr. DiGiulio,

On April 7, 2025, HCCTS received a notice of concern regarding the independent financial audit report for the 2023-24 school year.
HCCTS is fully committed to completing and submitting the audit report as quickly as possible.

In March 2025, the State Controller's Office began a review of Eide Bailly's 2022-23 HCCTS Audit, and for this reason, HCCTS's independent financial audit report was paused.

In April 2025, Eide Bailly resumed the final review of workpapers and the final drafting of the report following the recommendations of the State Controller's Office and the State Auditor's Office.

Based on Eide Bailly's timeline, a final draft will be available by the end of next week, with final review and approvals completed during the week of April 28th. Upon receipt of the final draft, we will submit it to TRUSD no later than May 5, 2025.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

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Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

April 24, 2025

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

RE: Notice of Concern– 2023-24 Independent Financial Audit Report, May Extension

Dear. Mr. McGuire:

The Twin Rivers Unified School District ("District") is the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"). As the authorizing entity the District is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On March 19, 2025 the District sent a request for information regarding the 2023-24 independent financial audit report. California Education Code 47605 (m) states a charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (c), to its chartering authority, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering authority, and the department by December 15 of each year.

HCCTS requested an extension to the above-mentioned December 15 deadline, which was granted with an updated deadline of January 15, 2025. HCCTS failed to meet the January 15 deadline and requested multiple extensions with the most recent request for an extension to March 31, 2025.

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

When HCCTS missed the March 31 deadline, the District sent a follow-up Notice of Concern dated April 7, 2025, which outlined a deadline of April 18, 2025. On April 21, 2025 HCCTS sent the enclosed letter which provided an update on the progress made towards finalizing the 2023-24 audit report. In the April 21 letter, HCCTS explained that in March the State Controller's Office began a review of Eide Bailly's 2022-23 HCCTS Audit, which resulted in a pause of progress. HCCTS explained that Eide Bailly resumed the review in April and informed the District that the final draft would be submitted to the District no later than May 5, 2025.

The District appreciates the update and the summary of actions taken by Eide Bailly and the State Controller's Office. Considering that the HCCS is waiting on an auditor the District agrees to further extend the deadline to May 5, 2025.

Action Required

- HCCTS must submit their annual independent financial audit report for June 30, 2024 by no later than May 5, 2025 to Twin Rivers Unified School District, the State Controller, and the Sacramento County Office of Education.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosure:
District Letter dated March 19, 2025
District Letter dated April 7, 2025
HCCTS Letter dated April 21, 2025

cc:
Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent, School Leadership, marci.bernard@trusd.net

From: Matthew Lemos
To: Jonathan Clement
Cc: Kate.Ingersoll; Melissa Roberson; Bill McGuire; Sharilyn.Warta
Subject: Re: HCCTS Audit Update
Date: Thursday, May 22, 2025 9:45:52 AM

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Thank you for the update, Jonathan.

On Thu, May 22, 2025 at 9:31 AM Jonathan Clement <jclement@eidebailly.com> wrote:

> Matthew,
>
> I hope this finds you well!
>
> I wanted to give an update as the date unfortunately keeps moving. Currently the report is under review with our national office, and we expect that to be back to us this week. Once we hear back from our National office, it will take a day to wrap everything up, although it could change, I am anticipating an issue date by the end of next week (May 30).
>
> Thank you for your patience as we work to get this report wrapped up and issued.
>
> Best,
>
> **Jonathan Clement, CPA**
> Senior Manager
> Eide Bailly LLP
> 10681 Foothill Blvd., Ste. 300
> Rancho Cucamonga, CA 91730-3831
>
> C 818.425.2386 | T 909.755.2756Z
>
> What inspires you, inspires us.
> eidebailly.com
>
> *Independent member of HLB – the global advisory and accounting network.*
>
> ---
>
> **From:** Matthew Lemos <matthew.lemos@hccts.org>
> **Sent:** Friday, May 9, 2025 9:31 AM

To: Jonathan Clement <jclement@eidebailly.com>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Melissa Roberson <melissa.roberson@hccts.org>; Bill McGuire <bill.mcguire@hccts.org>; Sharilyn.Warta <sharilyn.warta@trusd.net>
Subject: HCCTS Audit Update

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Jonathan,

We have not received our 23-24 audit yet. Can you please provide an updated timeline for our authorizers at TRUSD who are included in this email?

Thank you sir.

--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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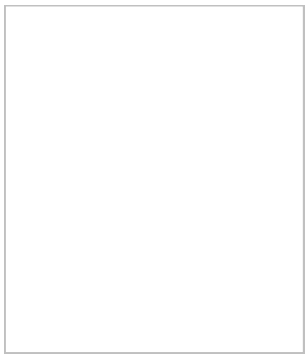
--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719



W: hccts.org

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From: Kate.Ingersoll
To: Sharilyn.Warta
Cc: Ryan.DiGiulio
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:17:44 AM

Good morning Shari,

FYI update since you are not on the emails below.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Friday, May 30, 2025 3:41 PM
To: Keith Smith <KSmith@cde.ca.gov>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; LEAAudits <leaaudits@cde.ca.gov>; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Jonathan Clement <Jclement@eidebailly.com>; Melissa Roberson <melissa.roberson@hccts.org>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

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Adding in Jonathan Clement at Eide Bailly who is competing in our independent audit.

Jonathan, can you please provide an update here?

Matthew Lemos
Chief Business Official



A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org



CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

On Fri, May 30, 2025 at 12:33 PM Keith Smith <KSmith@cde.ca.gov> wrote:

> Hello Kate,
>
> We are expecting the HCCTS K-12 Audit Report sometime today. Please confirm when it will be submitted.
>
> Thanks,
> Keith
>
> ---
>
> **From:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Sent:** Thursday, May 22, 2025 10:42 AM
> **To:** Keith Smith <KSmith@cde.ca.gov>; LEAAudits <LEAAudits@cde.ca.gov>
> **Cc:** Matthew Lemos <matthew.lemos@hccts.org>; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
> **Subject:** RE: [EXTERNAL] FW: HCCTS Audit Extension Request
>
> Hello CDE,
>
> Per email attached from HCCTS's auditors, the 6-30-24 Independent Audit report should be issued by the end of the month.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District
>
> *Physical address:*
> 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> *Mailing address:*
> 3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Thursday, May 15, 2025 5:25 PM
To: Keith Smith <KSmith@cde.ca.gov>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

Unfortunately not. Please see email received today from their auditors (attached). TRUSD will respond with a formal letter to HCCTS. I'll keep you posted.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Keith Smith <KSmith@cde.ca.gov>
Sent: Thursday, May 15, 2025 3:30 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

Thanks for the voice message and the email update. Are we still on track for delivery of the audit report by tomorrow.

Thanks for your assistance.
Keith

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Monday, May 12, 2025 10:03 AM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Keith Smith <KSmith@cde.ca.gov>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Good morning,

HCCTS and TRUSD received the draft on Friday. HCCTS's auditors say (via email) that the final report will be issued by May 15th. The auditors should have the report to all of the required entities by the end of the week.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, May 9, 2025 3:23 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Keith Smith <KSmith@cde.ca.gov>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Katie,

Just checking to see if there is a new status update on HCCTS FY 2023-24 audit report. The extension was granted until Monday, May 5th, 2025, and we (CDE) have not received it.

Please let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, April 25, 2025 9:36 AM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello CDE,

The following letter was emailed to HCCTS from TRUSD on 4-24-25 at 1:17 PM.

Please let us know if you have any other questions.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary

achievement every day.

From: Kate.Ingersoll
Sent: Monday, April 7, 2025 2:32 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello CDE,

The following letter was emailed to HCCTS from TRUSD on 4-7-25 at 12:17 PM.

Please let us know if you have any other questions.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Wednesday, March 19, 2025 1:48 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

The following letter was emailed to HCCTS from TRUSD on 3-19-25 at 11:28 AM.

Please let us know if you have any other questions.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Tuesday, March 18, 2025 1:07 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Cc: leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

Thank you for your quick response! Another question, do you know if the reason for the delay is due to the auditor and/or HCCTS? In an email from Matthew Lemos on February 21, he states there was unforeseen turnover at the national office and the audit was delayed for a week. Just wanted to find out if that is still the same reason their audit report is delayed.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800

Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Tuesday, March 18, 2025 10:24 AM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Cc: leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Tonya,

There is not one yet. Another extension has been requested by HCCTS. TRUSD is currently reviewing to respond to the extension request. Thank you.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Tuesday, March 18, 2025 10:21 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>

Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Good morning everyone,

My name is Tonya Holmes, and I work in the Categorical Allocations and Audit Resolution Office at the California Department of Education. Do we have an update on the FY 2023-24 audit report for Highlands Community Charter and Technical Schools? Do we have a date as to when it's expected to be completed?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, February 21, 2025 10:18 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Thank you for the update.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Friday, February 21, 2025 10:08 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I spoke with the senior auditor on the engagement last night; he informed me that due to unforeseen turnover at their national office, it had been delayed until next week. I have been and will continue to check in with them daily for any updates, but the promise given to me was next Friday at the latest.

On Fri, Feb 21, 2025 at 9:15 AM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

> Good morning,
>
> I am checking in on the ETA for HCCTS's 23-24 Independent Audit report. Thank you.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District
>
> *Physical address:*
> 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> *Mailing address:*
> 3222 Winona Way, North Highlands, CA 95660
>
> KATE.INGERSOLL@TRUSD.NET
> (916) 566-1600 ext. 31112
>
> *Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.*

From: Kate.Ingersoll
Sent: Wednesday, February 12, 2025 11:30 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

I was just thinking about HCCTS's audit report. Thank you for the update. Are the auditors estimating not more than an additional week?

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Wednesday, February 12, 2025 11:27 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I spoke with our independent auditors last night, and they confirmed the final report was under review by their national office, but they would not commit to delivery by Friday. I reiterated the urgent need to complete this process and will keep you up to date on any information received.

On Tue, Jan 14, 2025 at 8:36 AM Matthew Lemos <matthew.lemos@hccts.org> wrote:

> Thank you, Kate.
>
> As I receive updates from our auditors, I will be sure to notify you as well.
>
> On Mon, Jan 13, 2025 at 7:34 PM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:
>
> > Hi Matthew,
> >
> > The extension request for an additional 30 days (through 2-15-25) is approved. Thank you.
> >
> > *Kate Ingersoll*
> > Executive Director Fiscal Services
> > Twin Rivers Unified School District
> >
> > *Physical address:*
> > 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> > *Mailing address:*
> > 3222 Winona Way, North Highlands, CA 95660
> >
> > *KATE.INGERSOLL@TRUSD.NET*
> > (916) 566-1600 ext. 31112
> >
> > *Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.*
> >
> > ---
> >
> > **From:** Matthew Lemos <matthew.lemos@hccts.org>
> > **Sent:** Monday, January 13, 2025 7:20 PM
> > **To:** LEAAudits <LEAAudits@cde.ca.gov>
> > **Cc:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
> > **Subject:** Re: [EXTERNAL] FW: HCCTS Audit Extension Request
> >
> > Kate,
> >
> > I met with our audit team at Edie Bailly, and they informed me they are done re-

reviewing our FY23 data and are still about 2 weeks out from having our FY24 report ready. I would like to request an extension until February 15th to ensure they have the bandwidth to complete the report properly. I can also write an additional letter if needed.

My goal is to have this completed by 1/31/25 and will keep pushing on the team to reach this goal.

I appreciate the consideration.

On Mon, Nov 25, 2024 at 8:22 AM LEAAudits <LEAAudits@cde.ca.gov> wrote:

> Hello Kate,
>
> Thank you! I will make a note in our database.
>
> Tonya Holmes, Analyst
> Categorical Allocations and Audit Resolution Office
> School Fiscal Services Division
> California Department of Education
> 1430 N Street, Suite 3800
> Sacramento, CA 95814
> Phone: 916-323-6028
> Fax: 916-327-6157
> tholmes@cde.ca.gov
> https://www.cde.ca.gov/
> https://www.cde.ca.gov/fg/au/ag/
>
> ---
>
> **From:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Sent:** Friday, November 22, 2024 5:08 PM
> **To:** LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
> **Cc:** Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
> **Subject:** RE: [EXTERNAL] FW: HCCTS Audit Extension Request
>
> Hello,
>
> Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.
>
> Have a great weekend.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, November 22, 2024 3:59 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

The State Controller's Office does not grant extensions for charter school audits. The extension must be obtained through the chartering entity (sponsoring school district).

Is Twin Rivers Unified School District approving the extension request for Highlands Community Charter and Technical Schools?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157

Exhibit E

Violation of Law: Instructional Minutes

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/26/25 07:43 PM**

07/10/2023 to 03/29/2024 =169 days

Track A 169 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	1877	955	922	317213	0	106298	0	307.00	210608.00	1246.20	99.85 %
10	0	510	189	321	86190	0	21715	0	34.00	64441.00	381.31	99.95 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	902	451	451	152438	0	47328	0	385.00	104725.00	619.67	99.63 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**3289**	**1595**	**1694**	**555841**	**0**	**175341**	**0**	**726.00**	**379774.00**	**2247.18**	**99.81 %**
Grand Total	**0**	**3289**	**1595**	**1694**	**555841**	**0**	**175341**	**0**	**726.00**	**379774.00**	**2247.18**	**99.81 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

From: Melissa Roberson
To: Sharilyn.Warta
Cc: Bill McGuire; Natasha Lutsik
Subject: TRUSD Reports Due 9/2/2024
Date: Friday, August 30, 2024 2:14:34 PM
Attachments: 2026-2027 HCCS Tech [redacted] BOARD (2_1_24).pdf
2024-2025 HCCS Tech [redacted] BOARD (2_1_24).pdf
2025-2026 HCCS Tech [redacted] BOARD (2_1_24).pdf

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.

Report Suspicious

Hi Shari,

We have updates on two items from the Accountability Requests Form we received from TRUSD for the 2024-2025 school year. Both items are listed as due on 9/02/2024.

HCCS
Safety Plan
HCCTS met with the District on 8/29 and provided the following items:

- HCCTS Emergency Operations Guide
- HCCTS Student Handbook
- HCCS TRUSD report detailing Health and Safety Policies such as:
  - CPR Training
  - Active Shooter Training
  - FIT Inspections

We continue to develop a comprehensive safety plan for HCCS which we will send to you on or before 10/1/24.

Instructional Minutes
Instructional minutes for HCCS for the years 2024-2025, 2025-2026, and 2026-2027 are attached which were approved by our HCCTS board of directors.

CICA
Safety Plan
HCCTS met with the District on 8/29 and provided the following items:

- HCCTS Emergency Operations Guide
- HCCTS Student Handbook
- CICA TRUSD report detailing Health and Safety Policies such as:
  - CPR Training
  - Active Shooter Training
  - FIT Inspections

We continue to develop a comprehensive safety plan for CICA which we will send to you on or before 10/1/24.

Instructional Minutes
Due to the nature of independent study, CICA does not currently have an instructional minutes report. However, we offer

synchronous instruction and office hours to all students each week. Student progress is tracked through work assigned and work completed. Each student's individual progress is captured through synchronous logs, learning reports, and engagement logs.

Please let us know if you have any questions or additional requests.

Thank you,
Melissa

Logo

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

From: Sharilyn.Warta
To: Melissa Roberson; coateskr@gmail.com
Subject: Updated Accountability Report Form & CICA"s Instructional Minutes
Date: Wednesday, October 30, 2024 3:11:00 PM
Attachments: [redacted]

Good Afternoon,

Thank you for taking the time to meet with me this afternoon regarding the Accountability Report Form. The feedback you provided was very helpful. I have outlined the major changes we made below and included the attached, updated report forms. Let me know if there are any further questions, thoughts or concerns.

Report Form Changes

1. Deadline for the report form will be 12/15/24 since dashboard data is released on or before December 1, 2024.
2. Instead of requesting information on changes in leadership and leadership structure, the report now includes a request on the first tab for "Current, Board Approved Organizational Chart".
3. The data request for the tab titled "Enrollment" will only be for the 2023-24 year.
4. SPED counts for HCCTS were removed because HCCTS does not serve SPED students.
5. DASS page indicates that no metrics are required for the 2023-24 year since we did not have agreed upon metrics.
6. Site Info page now only requests "Background" data.

Additionally, in our past emails, Melissa sent the following message regarding CICA's instructional minutes:

- *"Due to the nature of independent study, CICA does not currently have an instructional minutes report. However, we offer synchronous instruction and office hours to all students each week. Student progress is tracked through work assigned and work completed. Each student's individual progress is captured through synchronous logs, learning reports, and engagement logs."*

I've reviewed this with our team and I was informed that we do need a student calendar **and** specifics related to the instructional minutes for the independent study program. Ed. Code requires a minimum number of instructional minutes and the CICA petition supports this requirements by stating "*CICA will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.*" We need the documentation that CICA uses to ensure the minimum number of instructional days and minutes is being met.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590



HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 26, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: CICA Calendar and Instructional Minutes

Dear Ms. Warta,

On October 30, 2024, HCCTS received an email requesting documentation regarding CICA instructional minutes and the CICA calendar. We have prepared the following response to address those requests.

If you have any additional concerns, please do not hesitate to contact me.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Instructional Minutes for CICA

At the beginning of this school year, our Director of Independent Study together with the Director of Curriculum, developed new pacing guides for High School to ensure compliance with the minimum number of instructional minutes for independent study. We are diving into our pacing guides, including synchronous and asynchronous instruction, to ensure we are meeting the annual instructional time requirements.

On November 7, 2024, we submitted our pacing guides to our legal counsel, Lisa A. Corr, from Young Minney & Corr, to evaluate the extent of the time value of pupil work products or the combination of the time value of the work product and participation in synchronous instruction, as applicable by grade level, as outlined in EC Section 51747.5; 51749.6.

Once we receive feedback from legal, we will make any necessary adjustments and then present the pacing guides to the HCCTS Board of Directors for approval for the current school year. As soon as approved, we will provide them to TRUSD as well.

Attached you will find the academic calendar for the 2024-2025 school year.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2024-2025 Academic School Calendar

July 2024

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

August 2024

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

September 2024

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

October 2024

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

November 2024

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

December 2024

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

January 2025

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

February 2025

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

March 2025

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

April 2025

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

May 2025

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

June 2025

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

First/Last Day of School | **Teacher Work Day/No School** | **Holiday/No School** | **No School** | **End of Term**

Important Dates and School Holidays

July 1 - 5	Summer Break
Aug 7 - 9	Staff Development Days
Sept 2	Labor Day
Nov 11	Veterans Day
Nov 25 - 29	Thanksgiving Break
Dec 23 - Jan 3	Winter Break
Jan 20	Martin Luther King Jr. Day
Feb 17	Presidents' Day
Mar 31	César Chávez Day
Apr 14 - 18	Spring Break
May 5 - 6	Staff Development Days
May 26	Memorial Day
June 19	Juneteenth

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS— STUDENT ATTENDANCE REVIEW

JANUARY 2025

Commissioned by Twin Rivers Unified SD

Dennis Snelling, Consultant

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INTRODUCTION

This study, "Highlands Community Charter and Technical Schools Student Attendance Review," was commissioned by Twin Rivers Unified School District, the Local Education Agency with oversight responsibility for the charter and its schools. The review was conducted between May and November, 2024.

This report is divided into four sections.

The "Purpose and Scope of Study" begins on page 2.

The "Background" section, including the history of Highlands Community Charter and Technical Schools and its two schools, Highlands Community Charter School and California Innovative Career Academy, begins on page 4. This section includes the background of the organization, its organizational structure and programs, previous and current concerns about the organization, and its procedures for recording and reporting student attendance.

The "Overview of Observations and Findings" section begins on page 24, and reviews practices versus procedures in student attendance, and issues raised through this review. It includes some suggestions that do not raise to the level of a finding.

The "Findings and Recommendations" section begins on page 48.

Dennis Snelling, CFE, Consultant, Retired Associate Superintendent-Business Services
Rocklin, California

PURPOSE AND SCOPE OF STUDY

Twin Rivers Unified School District (TRUSD) is the Local Educational Agency (LEA) authorized to provide oversight of two charter schools, Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA). Both HCCS and CICA are charter schools operated by Highlands Community Charter and Technical Schools (HCCTS), a non-profit public benefit corporation. TRUSD became aware of attendance and enrollment-related complaints and concerns directed at HCCTS in public meetings and reported in media outlets. Because TRUSD has oversight responsibility over HCCTS, the charter school was notified on February 23, 2024 that a review of enrollment and attendance practices would be conducted by a consultant.

Twin Rivers Unified School District contracted with Dennis Snelling (Consultant) on April 16, 2024 to conduct a study encompassing both HCCS and CICA.

Twin Rivers Unified School District retained the Consultant as an independent contractor to provide professional services on behalf of the district at HCCTS, HCCS and CICA as follows:

Evaluate attendance practices for charter schools Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA) and review substantiation for attendance apportionment claimed by the charters from the state of California. Evaluate enrollment and attendance practices for the charter schools (HCCS/CICA) to determine if enrollment/attendance demonstrates that students who drop, dis-enroll, or are absent agree to the enrollment and attendance records.

Evaluate instructional day school calendars offered for the charter schools (HCCS/CICA).

Evaluate instructional minutes offered by the charter schools (HCCS/CICA).

Evaluate pupil-to-teacher ratios for the charter schools (HCCS/CICA).

Evaluate Independent Study student work product for the charter schools (HCCS/CICA) and confirm that student work product samples represent attendance claimed and that student engagement records are maintained.

Review and evaluate internal controls for the taking and reporting of student attendance for the charter schools (HCCS/CICA).

Meet with appropriate current and former district/charter school staff, as needed, to assess attendance practices and related concerns.

Review and consider any studies, reports, evaluations, or audits related to charter school (HCCS/CICA) attendance as necessary.

Communicate findings and recommendations regarding attendance practices, policies and procedures for the charter schools (HCCS/CICA), including a report listing any findings and/or recommendations.

Resources For This Study

Sources utilized or referenced for this study included:

Interviews with TRUSD Admin
Interviews with HCCTS Admin
Interviews with HCCS and CICA Teachers, Principals and Para-Educators
Interviews with Former HCCTS Employees
HCCS Principal Assignments Organizational Chart
HCCS/CICA School Accountability Report Cards
Visits of HCCS Classrooms
Charter school petitions and Memorandums of Understanding (MOU) between TRUSD and HCCTS
Annual Audits of HCCTS for June 30, 2022 and June 30, 2023 (Note: the audit of HCCS and CICA are part of the HCCTS audit)
Enrollment and Attendance Information for HCCS and CICA
HCCTS Attendance Policies
HCCTS Student Handbook
HCCTS Attendance Procedures for Teachers
HCCTS Board Agendas and Minutes
Complaints Filed With TRUSD
HCCTS Response to TRUSD and CDE Regarding Complaints Filed
HCCTS Multi-Year Funding Determination
Extraordinary Audit of the Highlands Community Charter School (FCMAT, May 31, 2018)
HCCS and CICA Funding Exhibits
Copy of CICA Master Agreement
CICA Tiered Student Re-engagement process
Individual Student ADA Generated by Track for CICA and HCCS
California State School Audit Guide
California Education Code
California Code of Regulations Title 5
Charter School Oversight Checklist (FCMAT)
California School Accounting and Best Practices Manual 2022-23 (FCMAT)
California Commission on Teacher Credentialing
California Consortium for Independent Study
Maximizing ADA & Maintaining Compliance With Independent Study 2019-20 (CASBO)
PowerSchool Attendance Reports and Queries
Brain App Reports
School Calendars and Bell Schedules 2022-23 and 2023-24
Independent Study Master Agreements and Student Work Samples
Media Reports
Manual Student Sign-in Sheets
Student Attendance Reports

BACKGROUND

History of Highlands Community Charter and Technical Schools (HCCTS)

Highlands Community Charter and Technical Schools is a California non-profit public benefit corporation incorporated on February 6, 2013 and registered with the California Secretary of State as a domestic nonprofit corporation on May 21, 2013. HCCTS first opened Highlands Community Charter School for the 2014-15 school year, and later opened California Innovative Career Academy for the 2019-20 school year. HCCTS is responsible for all aspects of both charter schools' management.

HCCTS and its two schools operate at more than fifty locations in California, renting classroom and office space mostly in or around Sacramento. There are also a handful of locations in the East Bay and Southern California. Some sites provide direct educational services to students while others house administrative functions only. Some locations serve partnerships with outside vendors that provide Career and Technical Education (CTE) programs. Both HCCS and CICA operate under HCCTS' tax identification number and have reported significant enrollment gains every year of operation, gains that accelerated markedly beginning in 2022-23.

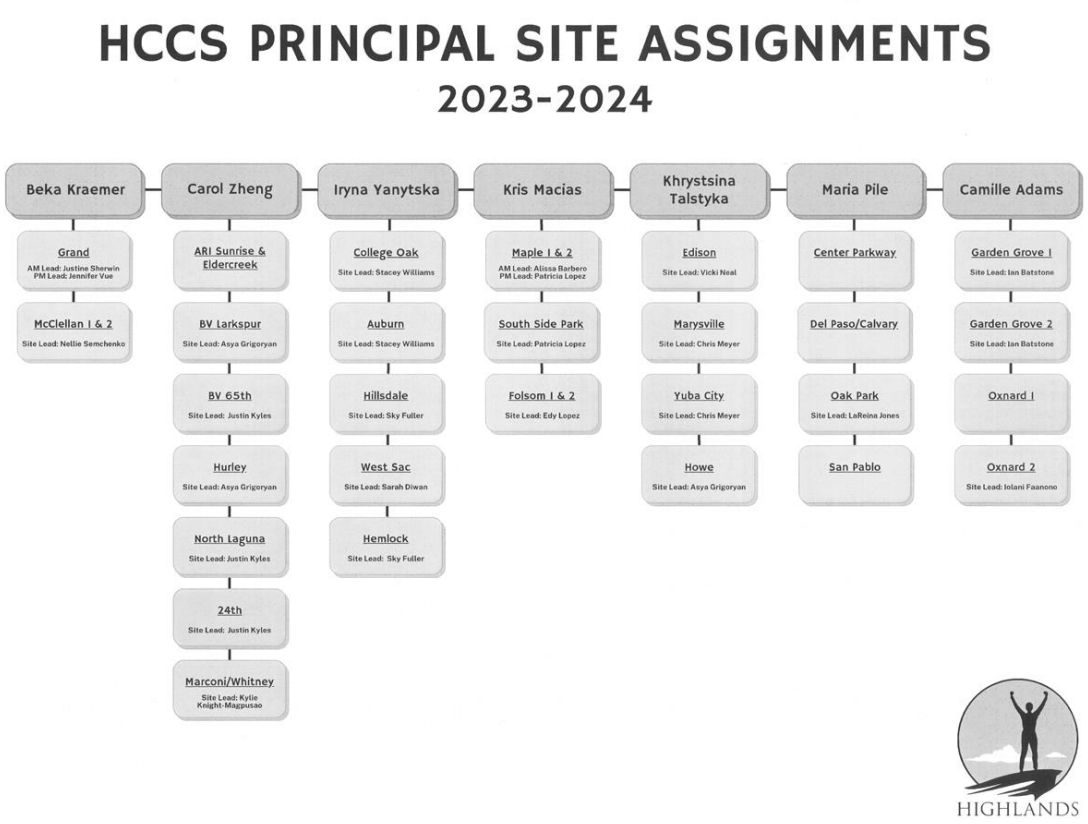
The purpose of HCCTS is to serve the unserved by providing education leading to a high school diploma for adult students age 22 or older, along with elective courses leading to a Certificate of Completion in one of the organization's CTE tracks, providing students the necessary tools to obtain a livable wage job and a future for themselves and their family. HCCTS states that it also offers students additional courses and time beyond the required schedules listed in its Schedule of Instructional Time. Its Motto is "It's Never Too Late!"

HCCTS is overseen by a Board of Directors. At the beginning of the 2024-25 school year, the board members included:

Corporate President: Ernie Daniels
Vice President: Sharon Rocco
Corporate Secretary: Matt Powers
Corporate Treasurer: Sonja Cameron
Board Member: Mary DeChance
Board Member: Rick Jones
Board Member: Mike Reid
Board Member: Mellonie Yang

Administrative Leadership of HCCTS was headed for nine years by Executive Director Murdock Smith. Smith took a leave of absence in May 2024, prior to this study, and Mayra Valdivia was appointed Interim Executive Director. Murdock Smith retired in July 2024 and Bill McGuire, retired Deputy Superintendent of Administrative Services at Twin Rivers Unified, was hired at the HCCTS Board meeting of July 11, 2024 to serve as Executive Director for the period July 24, 2024 to December 31, 2024, with an option to extend an additional six months. Natasha Lutsik serves as Assistant to the Board of Directors.

The table below provides an overview of HCCS Principal Assignments:



California Education Code Sections 47600-47664, also known as the Charter Schools Act of 1992, granted significant guidance for charter schools but did not fully describe the existence of adult-serving charter schools. The legislature later clarified its desire for charter schools to serve adults, provided they do so in a specified form of partnership per California Education Code 47612.1. Based on the terms of the partnership agreements between Highlands Community Charter and Technical Schools and vendors providing Workforce Investment Act services (now known as the Workforce Innovation and Opportunities Act), all students enrolled in HCCS must be ineligible to qualify for youth services, must be 22 years of age or older, and must be served by HCCTS exclusively through one of those partnership agreements. HCCTS enrolls students in its two schools in grades 9, 10, and 12, which are not subject to standardized testing. No students are assigned to Grade 11, which is subject to testing.

HCCTS exclusively enrolls students 22 years of age and older who have not earned a U.S. high school diploma. The program HCCTS operates exhibits many of the characteristics of an Adult Education program—including use of Comprehensive Adult Student Assessment Systems (CASAS) testing. Nevertheless it serves its students by applying aspects of the traditional K-12 educational system, such as utilizing the Local Control Funding Formula (LCFF), the Local Control Accountability Plan (LCAP), and Independent Study.

Audits

An independent audit of HCCTS is conducted annually, as required by California Education Code 41020, and encompasses both HCCS and CICA. Audits for 2021-22 and 2022-23 were reviewed as part of this study. The 2023-24 audit was not finalized at the time this study concluded.

The 2021-22 audit, conducted by Baker Tilly, reported no findings, recommendations or questioned costs.

The 2022-23 audit, conducted by Eide Bailly, noted a missed reporting of right-of-use lease assets and lease liabilities that resulted in the auditor adjusting the financial statements. The auditor recommended that HCCTS evaluate its internal control structure and make changes that would prevent—or detect and correct—misstatements on a timely basis.

That audit also reported an error in the determination of the number of unduplicated students, with HCCS over claiming 20 students and CICA over claiming one student. The audit report findings identified the organization's failure to update the "1.18—FRPM/English Learner/Foster Youth—Student List" CALPADS Report. The finding stated: *the Organization has a policy that allows a ten day grace period before the student's new status is put in effect, and when the "1.18 – FRPM/English Learner/Foster Youth – Student List" was amended the Organization only updated pupils who changed to free and reduced, which did not take into consideration the pupils who changed their status to paid*. The recommendation was that HCCTS ensure that the classification of Free and Reduced students is updated throughout the year.

Since the 2023-24 audit was not yet available at the conclusion of this study, it is unknown whether the prior year audit findings were corrected and the recommendations adopted.

Neither the 2021-22 nor 2022-23 audits reported attendance-related findings or recommendations.

Twin Rivers Unified School District (TRUSD) Oversight

The Charter Schools Act of 1992 was enacted "to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure." Charter schools are part of the public school system but differ from traditional public schools because they are exempt from many state laws relating to specific educational programs. Specific goals and operating procedures are detailed in an agreement, or charter petition, between the authorizing agency and the charter school organizers. Charter schools may elect to operate as corporations organized under the Nonprofit Public Benefit Corporation Law of the Internal Revenue Code [26 U.S.C. Section 501(c)(3)].

Although charter schools may offer a more flexible school governance model, accountability for student achievement and fiscal management is similar to that of traditional public schools. The charter authorizing agency is responsible for adequate and appropriate oversight of the

charter. The authorizer may be a school district, county office of education, or the California State Board of Education. Education Code sections 47604.32 and 47604.33 set forth the chartering authority's duties and the charter's financial reporting obligations.

Charters may be revoked by the charter authorizer, in this case TRUSD, for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law.

The TRUSD provides statutory oversight of HCCS and CICA, and receives one percent of the charter's LCFF revenue for that purpose. The following table presents oversight fees collected by TRUSD from 2020-21 through 2023-24:

	2020-21	**2021-22**	**2022-23**	**2023-24**
CICA	$ 30,130	$ 157,712	$ 443,043	$ 502,791
HCCS	335,873	380,503	727,169	1,012,539
Total	$ 366,003	$ 538,215	$ 1,170,212	$ 1,515,330

In addition Twin Rivers charges the charter schools two percent for facilities use, which in 2023-24 totaled $2,025,078 for HCCS, and $1,005,582 for CICA.

California Education Code 47604.32 documents an authorizer's oversight responsibilities to include providing a district contact person, visiting each charter school at least annually, ensuring that each charter school under its authority complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Section 47606.5, monitoring the fiscal condition of each charter school under its authority, and providing timely notification to the department if any of the following circumstances occur or will occur with regard to a charter school for which it is the chartering authority:

(A) A renewal of the charter is granted or denied.

(B) The charter is revoked.

(C) The charter school will cease operation for any reason.

HCCTS' charter school petition includes provisions for an annual performance report to the district, which is to include data on its staff, policies, admissions practices, disputes and complaints, and student outcomes using test data. The petition also allows TRUSD to conduct an annual review of all HCCS programs offered and their effectiveness in improving student achievement.

History of Highlands Community Charter School (HCCS)

HCCTS submitted a petition to TRUSD on September 19, 2013 to establish the Highlands Community Charter School (HCCS). The charter school petition was approved by the TRUSD governing board on March 4, 2014 for the term of July 1, 2014 to June 30, 2019. HCCS was subsequently issued Charter Number 1674 by the California Department of Education (CDE). HCCTS and TRUSD entered into an MOU on June 17, 2014, defining oversight duties and obligations of and between the parties. This MOU was updated twice, the last time in January 2024. (MOU Amendment No. 3).

A charter renewal petition was submitted to TRUSD on January 14, 2019, covering the term of July 1, 2019 to June 30, 2024, which was approved by TRUSD on March 5, 2019.

On September 21, 2021, HCCTS and TRUSD entered into a Memorandum of Understanding, amending the renewal petition by extending the length of the agreement to June 30, 2026, as required by the California Legislature. (HCCS Charter Amendment No. 1).

On October 17, 2023, HCCTS and TRUSD entered into a Memorandum of Understanding, again amending the renewal petition by extending the length of the agreement to June 30, 2027, as required by the California Legislature. (HCCS Charter Amendment No. 2).

The school offers one of three placement options: International High School (IHS), Bridge, and Traditional High School (HS). Students who have emigrated from around the world transition to high school completion programs, attending alongside native English speakers. All programs are tuition free and offered exclusively to students aged 22 years and older who do not yet possess a U.S. High School Diploma. Students must also sign up for free Workforce Innovation and Opportunity Act (WIOA) services from CalJOBS.

Originally, HCCS students learning English were enrolled in Adult Elementary Education as Grades 1 or 2, with a focus on English Language Development (ELD). According to the school's Student Accountability Report Card (SARC), this practice changed beginning in 2020-21, when English language learners were enrolled in the IHS program in Grades 9 or 10, with funding rates and annual instructional minutes adjusted to reflect the new designation.

Differences in Elementary vs. High School apportionment per Average Daily Attendance (ADA) and annual required instructional minutes in 2020-21:

	Grades 1-2	Grades 9-12
LCFF Grade Span	$ 7,702	$ 9,329
LCFF Grade Span Adj	801	243
Adjusted Base Grants	$ 8,503	$ 9,572
Mandate Block Grant	$ 16.86	$ 46.87
Required Instructional Minutes	50,400	64,800

HCCS operates a classroom-based program for its adult students lacking a U.S. high school diploma, and/or seeking the opportunity to obtain certifications through various CTE courses offered by the charter school.

As a classroom-based instruction charter school, HCCS is required to ensure students are under the immediate supervision and control of an employee of the charter school who possesses a valid teaching certification in accordance with Education Code 47605.4.

HCCS is required to offer at least 80 percent of its instructional time at the school site (Title 5, California Code of Regulations 11963(b)).

The charter school must require its pupils to be in attendance at the charter school site at least 80 percent of the minimum instructional time required, pursuant to Education Code 47612.5(a)(1).

Education Code 47612(d) requires that charter schools operate no more than five tracks, operate each track for a minimum of 175 days, and each track must offer no less than fifty-five percent of its schooldays each year before April 15. No pupil may generate more than one unit of ADA per day. HCCS operates three tracks, A, B & C, with different starting dates but the same ending date, at the end of June.

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

HCCS served 12,112 students in 2022-23, defined as any student attending at least one day from the beginning of the school year to P-2, generating 4,455 ADA as reported to the State. HCCS served 18,106 students in 2023-24, generating 5,923 ADA as reported to the State. Serving 5,994 more students in 2023-24 generated 1,468 additional ADA for HCCS compared to 2022-23.

Below are tables of historical enrollment, based on the HCCS School Accountability Report Card (SARC), and P-2 ADA from State Funding Exhibits:

	2018-19	2019-20	2020-21	2021-22	2022-23
Grade 1	1,608	2,264	N/A	N/A	N/A
Grade 2	88	58	N/A	N/A	N/A
Grade 9	N/A	N/A	2,719	3,103	6,251
Grade 10	N/A	N/A	70	43	27
Grade 12	338	321	436	605	469
Total	2,034	2,643	3,225	3,751	6,749

P-2 ADA (State Funding Exhibits)

2019-20	2020-21	2021-22	2022-23	2023-24
2,001.33	2,549.52	2,647.10	4,455.40	5,923.20

According to the school's 2020-21 SARC, 86% of students were designated as either Grades 9 or 10. By 2022-23, students in grades 9 and 10 had risen to 93% of total enrollment and overall student enrollment had more than doubled. The number of students designated as Grade 12 increased from 436 in 2020-21 to 469 in 2022-23. During the same time period, students designated as either Grade 9 or 10 increased from 2,789 to 6,278.

Equity Initiatives Program

All HCCS students are eligible for participation in the HCCTS Equity Initiatives Program. This program's mission is to increase High School graduation rates of African American Males, Latin X Males, and Women of Color who are 22 years of age and older through use of mentors, skill-building, networking events, and individual-specific career pathways to fulfill the goal of qualifying students for meaningful employment.

Western Association of Schools and Colleges (WASC) Accreditation

The school earned its most recent Western Association of Schools and Colleges (WASC) accreditation on May 8, 2023, which reaffirmed the June 17, 2022 mid-cycle evaluation of its Six-Year Accreditation Status, originally awarded through June 30, 2025. Another visit to determine the next accreditation cycle was conducted in October 2024.

In the accreditation letter dated May 3, 2019, the WASC mid-cycle visit was to determine that the school had:

- Addressed the critical areas for follow-up through the school-wide action plan
- Made appropriate progress on the implementation of the schoolwide action plan
- Improved student achievement relative to the schoolwide learner outcomes and the academic standards.

History of California Innovative Career Academy (CICA)

HCCTS submitted a charter school petition on April 9, 2019 to TRUSD to establish California Innovative Career Academy (CICA) as a separate charter school for the term July 1, 2019 to June 30, 2024. The petition was approved by the TRUSD governing board on June 25, 2019. CICA was subsequently issued Charter Number 2072 by the CDE, and opened on August 12, 2019.

On September 21, 2021, HCCTS and TRUSD entered into a Memorandum of Understanding, amending the petition by extending the length of the agreement with CICA to June 30, 2026, as required by the California Legislature. (CICA Charter Amendment No. 1).

On October 17, 2023, HCCTS and TRUSD entered into a Memorandum of Understanding, again amending the petition by extending the length of the agreement to June 30, 2027, as required by the California Legislature. (CICA Charter Amendment No. 2).

HCCTS and TRUSD entered into a Memorandum of Understanding, defining oversight duties and obligations of and between the parties, which was amended in January 2024. (CICA Charter Amendment No. 3)

CICA operates as a non-classroom based charter school, with instruction delivered via Independent Study (IS). As with HCCS, students are enrolled in Grades 9, 10 or 12 and designated as either in IHS (International High School), Bridge, or High School and, as with HCCS, are assigned to one of three attendance tracks depending on the student's date of enrollment, with all of the tracks sharing the same end date.

Student assignments, and progress, are dictated through an IS Master Agreement, which is to be signed digitally by both the teacher and student prior to the student's first day of enrollment. Students are also assessed for digital literacy in order to ensure the student understands the use of technology required to participate effectively in the Independent Study program. Much of the instruction is provided through on-line curriculum vendors such as Burlington English and Edmentum. At the IHS level, the school offers students the opportunity twice per week to meet in a classroom setting, either in-person or via teleconferencing. Students may also meet with their instructor during weekly office hours. Bridge and High School students generally are assigned one unit of study at a time, with a new IS Master Agreement generated for each unit, which usually lasts four to five weeks. Bridge and High School students generally meet with their supervising teacher on a weekly basis.

Teachers collect and grade coursework, and upload two work samples for students at the end of each learning period. These are stored along with the IS Master Agreement in an app developed in-house in 2022 called "The Brain."

CICA served 5,128 students in 2022-23, defined as any student attending at least one day from the beginning of the school year to P-2, generating 2,737 ADA as reported to the State. CICA served 4,364 students in 2023-24, generating 2,867 ADA as reported to the State. Serving 764 fewer students in 2023-24, CICA reported 130 additional ADA compared to 2022-23.

Shown below is a table of historical enrollment, based on the CICA School Accountability Report Card (SARC), and P-2 ADA from State Funding Exhibits; Note—CICA reports Grades 9 and 10 combined:

	2019-20	2020-21	2021-22	2022-23
Grade 1	28	N/A	N/A	N/A
Grade 2	1	N/A	N/A	N/A
Grade 9 & 10	N/A	5	284	1,542
Grade 12	140	358	499	660
Total	169	363	780	2,202

P-2 ADA (State Funding Exhibits)

2019-20	2020-21	2021-22	2022-23	2023-24
234.29	234.29	1,102.39	2,727.20	2,867.30

CICA's Mission statement:

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

California Innovative Career Academy students will:

1. Demonstrate measurable achievements each term through assessment.

2. Make progress toward their career goals.

3. Use technology to communicate for personal and academic use.

CICA is proud of our Vision "to eradicate educational inequality."'

Western Association of Schools and Colleges (WASC) Accreditation

The school received its accreditation from the Western Association of Schools and Colleges (WASC) on February 8, 2021, awarded through June 30, 2024. On February 7, 2024, CICA was granted a Six-Year Accreditation through June 30, 2030, with a mid-cycle visit to occur during the 2026-27 school year.

Previous Concerns Brought Forward About HCCTS

In 2018, concerns regarding HCCTS operations were brought to the attention of the Sacramento County Office of Education (SCOE) because of the following:

• The unique nature of Highlands Community Charter School

• The significant increases in student enrollment

• Reports of efforts to eliminate services to specific grades and students with special needs

• Reports of misreporting of average daily attendance (ADA)

• Reports of mischaracterization of attendance and instructional minutes

• Reports of HCCS charging fees

• Concerns regarding operation of locations outside of the district's boundaries

As a result, the Sacramento County Office of Education requested that the Fiscal Crisis and Management Assistance Team (FCMAT) provide for the assignment of professionals to conduct an AB 139 extraordinary audit to examine specific aspects of alleged fraud, misappropriation of funds or other illegal fiscal practices that may have occurred. The FCMAT report did not include CICA since it did not exist at that time.

Although the FCMAT audit did not uncover any intentional fraud or misappropriation of funds by HCCS, there were several "potentially unlawful" practices noted in the report that required correction, and potentially merited sanctions. Material weaknesses were noted, as were

deficiencies in the charter's internal controls and "a control environment that increased the probability of fraud and abuse." (Letter from Sacramento County Office of Education Superintendent of Schools David W. Gordon to HCCTS Board President Ernie Daniels, dated June 7, 2018.)

Upon completion of the study, FCMAT's attendance-related findings included:

- Serving students under age 22 or already possessing a high school diploma in violation of the charter petition, the partnership agreement, and gift of public fund laws
- Serving and collecting apportionment for certain students over age 19 when HCCS may not have qualified for the WIOA statutory exemption
- The Manicure and Cosmetology Program failed to meet the minimum day instructional minutes requirement
- Concerns regarding operation of locations outside of the district's boundaries

The FCMAT report also reviewed potential areas of concern including personnel issues, course offerings, student assessment, improper awarding of credits toward high school graduation, conflicts of interest, unauthorized gifts to students to generate attendance, possible gifts of public funds, and Brown Act violations.

Status of FCMAT Study Attendance Findings at Time of Current Study

- Because the charter schools operate state-wide, there are no issues related to boundaries that limit student enrollment to a particular county or one that is adjoining. The only limitation would be to out of state or out of country residents.
- There was no evidence found that students under age 22 are being served by either HCCS or CICA.
- All HCCTS programs and locations have been corrected to fall under the same published calendar and bell schedule, which comply with requirements for minimum day, length of school day, and annual minutes, although there are not separate calendars published for each track.

Two of the issues in the letter from the Sacramento County Office of Education, "Reports of misreporting of average daily attendance" and "Reports of mischaracterization of attendance and instructional minutes," are addressed later in this report, as is Internal Controls.

Media Coverage

During 2023 and 2024, a Sacramento television station aired a series of reports detailing complaints from current and former HCCTS employees who alleged improper practices related to student enrollment and attendance, lack of appropriate credentials on the part of teachers, excessive class sizes, employee intimidation and retaliation, lack of controls and accountability, conflict of interest, and issues related to the quality of education being offered, among other complaints.

State Audit

On May 14, 2024, the California Legislature directed the California State Auditor to conduct an audit of TRUSD and HCCTS programs and oversight. According to the State, the audit, 2024-106, will provide independently developed and verified information related to Twin Rivers Unified School District (TRUSD), Highlands Community Charter and Technical Schools, and the oversight provided for their various educational programs. A report is scheduled for release in Summer 2025.

According to the California State Auditor, the audit's scope will include, but not be limited to, the following activities:

1) Review and evaluate the laws, rules, and regulations significant to the audit objectives.

2) Review whether Highlands Community Charter School's (HCCS) and California Innovative Career Academy's (CICA) policies and procedures related to calculating enrollment and average daily attendance (ADA) are adequate and align with state law. Perform the following:

- ***Verify the accuracy of HCCS's and CICA's documentation for the past three years related to ADA and enrollment, including for students enrolled in independent study, English Language Development courses, or in courses not leading to a high school diploma. Verify the accuracy of documentation of independent study policies, including the calculation of the time value of student work products and synchronous instruction. Identify the number of students who received a high school diploma or an industry certification.***
- ***To the extent that HCCS's and CICA's reported ADA and student enrollment numbers are inaccurate, determine the reasons for these inaccuracies and calculate the cost of any disallowed funding related to their ADAs.***

3) Review and evaluate HCCS's and CICA's policies and procedures for ensuring that all instructors are appropriately credentialed for their assignments. Perform the following:

- ***Determine the number of credentialed instructors by type of credential.***
- ***For a judgmentally selected number of instructors, including instructors on a local assignment option and those holding a Career Technical Education or adult education credential, verify whether each instructor had appropriate credentials and complied with other applicable requirements.***
- ***Based on the results of the review in Objective 3(b), identify whether instructors who lacked appropriate credentials taught students and calculate the cost of any disallowed funding related to their ADAs.***
- ***Determine whether HCCS and CICA accurately reported to the State any instances of teacher misassignment data.***

4) Evaluate HCCS's and CICA's processes for ensuring that student-to-teacher ratios for both classroom-based and independent study courses comply with state

requirements and their processes for ensuring students' access to adequate instructional materials and technology. Perform the following:

- ***For a judgmentally selected number of courses, determine whether the associated student-to-teacher ratios meet state requirements and were accurately reported to applicable parties, and whether students in these courses had access to adequate instructional materials and technology.***
- ***To the extent that ratios at CICA or in any other course do not meet state requirements, calculate any changes to their funding determination.***

5) To the extent possible, evaluate HCCS's and CICA's employment policies and determine whether they adequately promote fair hiring practices, including protecting against nepotism and conflicts of interest, ensuring employees' qualifications, and guarding against whistleblower retaliation. For a judgmentally selected number of employees and consultants from the past three years, including executives, review qualifications and determine whether the schools hired any employees or consultants because of nepotism or for any other reason resulting in an unqualified employee's hire and whether the selected employees', executives', and consultants' compensation aligns with compensation for such employees in similar districts.

6) Review financial information from HCCS and CICA and determine whether their budgeting and expenditures—including expenditures for housing, employee travel, marketing and recruitment, and political contributions—are appropriate and align with applicable requirements, similar institutions, and best practices.

7) Review the charter governing HCCS and CICA and determine whether the schools failed to comply with or violated their charter or applicable state law by serving students not covered by the charter.

8) Assess TRUSD's processes for ensuring that charter schools, including HCCS and CICA, meet the requirements of the Education Code. Determine the extent of TRUSD's oversight efforts of HCCS and CICA since 2018 and the cost of this oversight, and review whether TRUSD has responded appropriately to information regarding alleged violations at HCCS and CICA.

9) Survey current and former students and employees to gain perspective on the quality of the learning experience at HCCS and CICA, the frequency of student attendance, student work products and course workload, the schools' marketing strategies, any action taken toward whistleblowers, and other areas pertaining to HCCS's and CICA's responsibilities for achieving educational outcomes in compliance with state law.

10) Review and assess any other issues that are significant to the audit.

HCCTS Organization and School Structure

The Consultant met with HCCTS administrators in May 2024 and scheduled one-to-one meetings with HCCS and CICA teachers and para-educators, in order to understand practices related to attendance, as well as the organizational structure and operation of the schools. The Consultant also met with TRUSD administrators and reviewed attendance-related complaints registered with TRUSD about HCCTS.

In all, seventy-three teachers and sixteen para-educators, representing six locations chosen by the Consultant for size and program offerings, were interviewed, along with six charter school principals. These interviews took place between June 7 and June 25, 2024, and between August 19 and August 23, 2024. Additional meetings with HCCTS Administrators and TRUSD Administrative staff were held in August, September, and October 2024.

HCCS operates as a single charter school spread across multiple locations, with principals given responsibility for multiple sites. Each site also has a "lead" teacher. After an initial evaluation, students are assigned to one of three grade designations. Levels "zero" through "three" are classified as ninth grade, with the literacy level of students ranging from those who are illiterate in their own language and have never before attended school, to those with previous education and some proficiency in English. Level "zero" also includes a level "0.5" at some locations, as an intermediate step for students between levels zero and one. Collectively, this is labeled "International High School" or IHS. Most IHS teachers are assigned to a single level, although most classrooms ultimately include students who move through multiple levels during the school year, resulting in what might be best described as a "combination class" as found in a traditional elementary school. The main purpose of IHS is for students to become proficient in reading and writing English. Those that do so move on to the next levels.

The next designation is "Bridge," where specific high school level courses are taught while students' English language skills continue to strengthen. It is classified as tenth grade, serving levels 4 through 6, with one teacher providing instruction to all three levels in one class.

The High School program, or twelfth grade, provides instruction intended to result in students earning a diploma. There may be students assigned to multiple teachers based on courses, somewhat similar to a traditional high school schedule and setting. There is no limit to the number of years a student is allowed to move through various levels to graduation. HCCS contracts with trade schools for some Career Technical Education (CTE) offerings, including Cosmo Beauty Academy for cosmetology training, and Asher College, which offers certifications in A+ Information Technology, Medical Office Administration, and Office Administration. HCCS also offers some in-house CTE programs.

Students at all levels are enrolled in one of three tracks, "A," "B," or "C," which are essentially tied to their enrollment date. Because there is continuous enrollment and all tracks operate until the end of June, ending on the same date, they operate for a significantly different number of days and it is unclear why they do so outside of maximizing ADA, with nearly all classrooms including students enrolled in each of the three tracks.

Attendance Calendars and Classroom Schedules

From the California Department of Education Web Site:

School Calendar

For the purpose of attendance accounting, the attendance school calendar begins either the week of July 1, or the first week that students are scheduled to attend. It is common for charter schools to operate a five-day school week, however charter schools have the option to operate up to a six or seven-day school week (Sunday-Saturday). If the charter school offers classes on the weekend, it is counted as another instructional day and would be included in their divisor when calculating their ADA. Each school month consists of four full school weeks. Winter break may be included or excluded when configuring the school months for ADA reporting. A school month for the purpose of attendance accounting differs from a normal calendar month.

Reporting Deadlines

Attendance is reported based on full school months as of the cutoff date for each reporting period.

- *The First Principal attendance period, designated P-1, is the attendance count for all full school months during the period from July 1 through the last school month that ends on or before December 31 of the FY, and is used by the California Department of Education (CDE) to compute the P-1 Apportionment on or before February 20.*

- *The Second Principal attendance period, designated P-2, is the attendance count for all full school months during the period from July 1 through the last school month that ends on or before April 15 of the FY, and is used by the CDE to compute the P-2 Apportionment on or before June 25.*

- *The annual attendance period, designated Annual, is the attendance count for all full school months during the period from July 1 through June 30 of the FY, and is used by the CDE in combination with P-2 ADA to compute the Annual Apportionment processed at the P-1 Apportionment in the subsequent FY.*

Average Daily Attendance (ADA) is calculated three times per year, with the average attendance for each of the three tracks offered by HCCS summed separately. For 2022-23 and 2023-24, the Date Range and Days of Instruction reported at P-2 for both HCCS and CICA, and the published bell schedule, as provided by HCCTS, are shown on the next page:

FINAL REPORT-HCCTS STUDENT ATTENDANCE REVIEW

Year	Track	P-2 Date Range	Days at P2	Days Annual
2022-2023	A	8/15/22-4/13/23	155	201
2022-2023	B	8/29/22-4/13/23	145	191
2022-2023	C	9/12/22-4/13/23	136	182

Year	Track	P-2 Date Range	Days at P2	Days Annual
2023-2024	A	7/10/23-3/22/24	164	224
2023-2024	B	8/14/23-3/29/24	146	201
2023-2024	C	9/11/23-4/12/24	137	182

AM - M,Tu,W,F		
Period 1	8:30 a.m. - 10:43 a.m.	133
Period 2	10:47 a.m. - 1:00 p.m.	133
Lunch	1:00 p.m. - 1:30 p.m.	0
Period 3	1:30 p.m. - 3:43 p.m.	133
	Total minutes:	399

PM SCHEDULE A - M,Tu,W,F (USE PM SCHED. B FOR Ths)		
Period 5	3:00 p.m. - 5:25 p.m.	145
Break	5:25 p.m. - 5:35 p.m.	10
Period 6	5:35 p.m. - 8:00 p.m.	145
	Total minutes:	290

AM - Th		
Period 1	8:30 a.m. - 10:10 a.m.	100
Period 2	10:15 a.m. - 11:55 a.m.	100
Lunch	11:55 a.m. - 12:25 p.m.	0
Period 3	12:25 p.m. - 2:05 p.m.	100
	Total minutes:	300

PM SCHEDULE B - M,Tu,W,Th,F		
Period 5	4:30 p.m. - 6:25 p.m.	145
Break	6:25 p.m. - 6:35 p.m.	10
Period 6	6:35 p.m. - 9:30 p.m.	145
	Total minutes:	290

AFT - M,T,W,F (USE AM Th SCHED. OR PM SCHED. B FOR Ths)		
Period 3	12:00 p.m. - 2:13 p.m.	133
Period 4	2:17 p.m. - 4:30 p.m.	133
Lunch	4:30 p.m. - 5 p.m.	0
Period 5	5:00 p.m. - 7:13 p.m.	133
	Total minutes:	399

PM SCHEDULE C - M,Tu,W,Th,F		
Period 5	5:00 p.m. - 6:55 p.m.	145
Break	6:55 p.m. - 7:05 p.m.	10
Period 6	7:05 p.m. - 10:00 p.m.	145
	Total minutes:	290

(The PM Schedule B and C individual calculations for Periods 5 and 6 are incorrect, although the total minutes for both schedules is accurate.)

Students attending school in July 2022 were not claimed for ADA or instructional minutes. Beginning in July 2023, those students attending what had previously been considered a "Summer School" session, were counted for both.

Based on information provided by HCCTS, one day per week has a shorter instructional day to allow for staff meetings and professional development. Those days are shown under the heading "Short Days." The annual minutes calculation for Tracks A, B, & C for 2022-23 and 2023-24 are the same for all grades:

2022-23	Full Days	Minutes	Short Days	Minutes	Total Days	Total Minutes	Excess Days	Excess Minutes	Meets Requirements
Track A	159	399	42	300	201	76,041	26	11,241	Yes
Track A (PM)	201	290	N/A	N/A	201	58,290	26	(6,510)	No
Track B	151	399	40	300	191	72,249	16	7,449	Yes
Track C	144	399	38	300	182	68,856	7	4,056	Yes

2023-24	Full Days	Minutes	Short Days	Minutes	Total Days	Total Minutes	Excess Days	Excess Minutes	Meets Requirements
Track A	178	399	46	300	224	84,822	49	20,022	Yes
Track A (PM)	224	290	N/A	N/A	224	64,960	49	160	Yes
Track B	159	399	42	300	201	76,041	26	11,241	Yes
Track C	144	399	38	300	182	68,856	7	4,056	Yes

The minimum required annual instructional minutes for Grades 9-12 is 64,800. Therefore all tracks met the requirement for both the AM and PM schedules in 2023-24. According to HCCTS, all students on the PM Schedule are enrolled in Track A (PM). As shown in the table above, the Track A (PM) calculation for 2022-23 is short of the required minutes by 6,510. The minimum number of required instructional days is 175, which is met by all tracks in both years.

State Apportionment for school districts and charters is primarily based on attendance calculated at P-2. The third period, which is usually called P-Annual, but also sometimes referred to as P-3, reflects student attendance for the full year. Given that HCCS and CICA do not fall under compulsory attendance laws as all students are at least 22 years of age, and many of those adult students have children that end their school year in late spring, HCCS and CICA typically see a dip in attendance towards the end of the year since their school calendars run to the end of June, resulting in the Annual ADA for the school year decreasing from P-2.

Enrollment in 2022-23 was roughly two-thirds minority and two-thirds female. There are additional services provided to students at some locations, including a food bank, clothes closet, child care, and laundry. HCCS charter school principals are not assigned to a single site, but rather serve several locations and rotate their visitations. (The reporting structure as provided by HCCTS is included on the page five of this report.) For CICA, charter school principals are assigned a grade level and manage all locations for that grade level.

Reported Procedures for Classroom Attendance-HCCS

According to Section 22 of MOU Amendment No. 3 with TRUSD, "*Subject to District approval, the Charter School will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960*."

Highlands has utilized PowerSchool as its Student Information System (SIS) since 2016-17. Student attendance for HCCS is to be entered daily by the teacher.

Attendance is documented in two ways, electronically and manually. The electronic method is accomplished through a dedicated software application or "app," developed specifically for HCCTS by an employee of the charter school. This app is called "The Brain." The manual method of documenting attendance is recorded concurrently with manual sign-in registers created and maintained by the teacher.

The Brain was initially introduced for sharing school events and pushing announcements to students through the app. Among other services, the Brain app provides access to Bus Passes, translated support chat, Class chat, learning layers to identify speech, a student and staff directory, contact with a dedicated support team, a support ticketing system, housing, employment, classroom management, events and announcements, and push notifications in student's language. It can be targeted to specific students.

The following represents an implementation timeline provided by HCCTS concerning the roll-out of major updates to the Brain app relating to student attendance:

- Student attendance check-in was added for HCCS in March 2022, utilizing a QR code scanned by the student through the Brain app uploaded on their cell phone.
- In June 2022, teachers interested in using the app for attendance purposes were provided training.
- In September 2022, Attendance check-in stations were mounted on classroom walls.
- In October 2022, CICA was added to the process, with the Learning Report activated in the app for beta testing.
- In January 2023, the app was rolled out for all teachers' use in administering attendance.
- In May 2023, the app was updated.
- Adjustments to attendance logs were implemented in July 2023.
- A mobile phone version was rolled out in August 2023. At that point, Near Field Communication (NFC) functionality was developed, and mandatory training held for teachers. Classroom teachers retained the option to use either the QR code or the NFC.
- In February 2024, NFC station trainings were initiated. By April, Tap Attendance stations were rolled out to classrooms. Teachers had the option of creating additional NFC stations within their classroom, although nearly all maintained the single station

mounted on the classroom wall. The tap stations were intended to increase the speed and efficiency of the app for attendance check-ins. However, several small issues were encountered such as those described below.

- In July 2024, several issues were addressed in an update, including alphabetizing the student roster for teachers when they accessed the app for attendance, and linking student name and ID number. Section filters were added to help teachers organize class rosters, and a pop-up prompting teachers to submit absences was introduced. An "outbox" was also added, showing teachers what had been submitted and their position in the queue in PowerSchool, which helps teachers know the status of their submission if it did not upload immediately, as opposed to waiting for hours without knowing whether the submission had failed or was waiting to be processed.

It is possible for tracking to be utilized to require students to sign out of class, but that feature is not currently activated, since students are only required to sign in, not out of class. There is also a geo-tracking feature, although according to interviews of teachers and administrators it is not used for attendance.

There is a planned implementation incorporating Artificial Intelligence, which will be called "Brain AI" and include a knowledge base—i.e. student handbook, evacuation manuals, etc. The plan is that students will be able to ask the app a question and AI will provide the answer in the appropriate document in their language.

The Brain app has become a major source of recording and accounting for student attendance, in addition to resources which it connects to students.

Reported Classroom Attendance Check-In Procedure and Upload to PowerSchool

Using the Brain app, students check into class by tapping their phone against an NFC tag posted on the classroom wall. Per HCCS Attendance Procedures, students are required to do the following:

1. Students open the Brain app on their school-issued cell phone or personal device.

2. Students are provided a unique code connected to their student ID account.

3. Classrooms are equipped with an NFC chip that allows students to scan or tap their phone to record attendance into the Brain app. (For students without a phone, teachers can scan them in using a QR code)

4. Both students and teachers receive a confirmation that students have checked in to their class.

5. In the Brain app, teachers review an inbox of daily attendance logs to review, which shows all students who checked into classes.

6. Teachers select logs to submit to PowerSchool and can confirm attendance with a single click.

7. Teachers may remove logs if any record is inaccurate.

8. The teacher receives a confirmation that PowerSchool accepted the attendance.

The Brain app digitally records the following attendance information:

- Student Name and ID #
- Date & Time (when the attendance log was created)
- Course & Section #
- Attendance Code (absent, present)
- Attendance Method (student scan or manual)
- Teacher Name (who verifies and submits the attendance)
- Date and Time (the attendance log was submitted to PowerSchool)

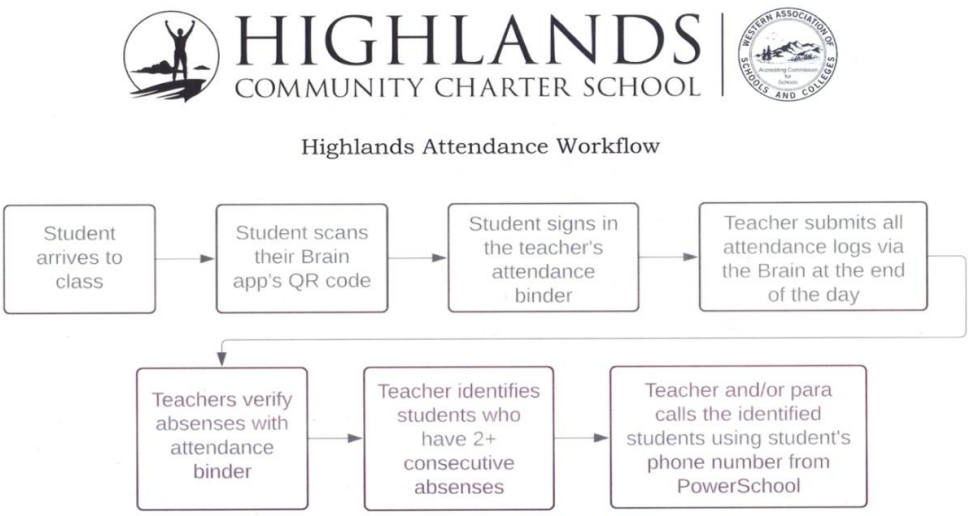
To prevent students from scanning in other students, the codes for each student expire and regenerate every two minutes. This is designed to discourage a student from using screenshots of their friends' or relatives' codes and scanning them for attendance. According to the HCCTS Coordinator of Innovative Learning, who developed the app in-house, implementation of additional security features, such as face recognition, is in process.

Teachers also maintain manual attendance binders, primarily as a back-up system. In addition to tapping the NFC tag, student attendance is recorded by pen and paper on a student roster located in the classroom and signed by each student. Teachers are to reconcile this manual record with the Brain app before sending attendance for that day to PowerSchool. These binders are maintained for the entire school year, but according to interviews, prior to 2023-24 were discarded at end of year.

According to HCCTS Administrators, during 2022-23 and 2023-24 the Brain app was not used for attendance purposes at contracted CTE sites, such as Asher. In those settings, the Brain app was used for non-attendance purposes and all attendance was input directly into PowerSchool.

The stated attendance goal for HCCS in its last petition (2019) was 67%. (Pg. 52, Charter Renewal Petition for Highland Community Charter School). According to information provided by HCCTS, the daily attendance rate (number of students attending any portion of a scheduled school day) was 55.24% as of P-2 in 2022-23, and 47.95% as of P-2 in 2023-24.

The attendance flowchart provided by HCCTS is shown on the next page:



According to attendance procedures furnished to the Consultant, HCCS attendance includes the following expectations of teachers and para-educators:

Student Absences

Students at Highlands are 22 years of age or older, meaning that their attendance in class is non-compulsory. Despite this, our teachers and paraeducators are expected to follow up with their students when they have been absent for more than two consecutive days. Teachers and paraeducators are able to access students' provided phone numbers via our Student Information System, PowerSchool.

During the study, it was not evident that there is consistent contact of students after two consecutive absences, as stated in the Attendance Procedure. One explanation for this procedure not being followed may be the large class sizes discussed later in this report.

In-Person/Zoom Meetings

The Consultant completed a series of interviews with HCCTS administrative staff as well as teachers, para-educators and principals in order to review policies, procedures, practices, controls, addressing of complaints, and compliance with regulations related to student attendance reporting. Administrative meetings were held that included Interim Executive Director (Mayra Valdivia), new Executive Director (Bill McGuire), Director of Executive Services (Natasha Lutsik), Chief Fiscal Officer (Matthew Lemos), Deputy Director (Brian Hamilton), Director of Instruction and Professional Development (Andrew Michaud), Director of Independent Study (Christina Martinez), Special Projects Coordinator (Sascha Hayes), Data Reporting and Analysis Manager (Mark Lutgen), Coordinator of Innovative Learning Products (Dr. Bobby Valentine), Director of Student Engagement (Mike Roessler), Chief Technology Officer (Vireak Chheng), and members of the Eide Bailly LLP independent audit firm that conducted the required annual audits of charter operations in 2022-23 and 2023-24.

Between June 7 and June 25, 2024, the Consultant conducted one-to-one in-person interviews with seventy-three HCCS/CICA teachers and six principals, and visited numerous classrooms at six locations. Between August 19 and August 23, Consultant conducted further one-to-one in-person interviews of sixteen para-educators at three sites.

The Consultant also met with an independent contractor hired by TRUSD to visit all sites and classrooms between Spring and Fall of 2024, in fulfillment of TRUSD oversight responsibilities.

OVERVIEW OF OBSERVATIONS AND FINDINGS

Observation of HCCS Attendance Procedures

Students arrive at class and sign in using two methods. One, they sign a manual register, often a printed out roster. Secondly, if students have access to the Brain app on either their phone or one issued by Highlands, they tap their phone to a contactless NFC reader mounted onto the classroom wall, which electronically records their attendance.



(Photo of TAP station in classroom)

In classes with larger enrollment, and especially those consisting of students with rudimentary English-language skills, para-professionals often assist students to ensure they properly check in through both methods.

At the end of each day, teachers review the Brain app in their phone, checking student attendance recorded against the manual register. Once teachers have confirmed attendance in the app, it is uploaded by the teacher to PowerSchool via the teacher's unique identifier code. In some cases, para-educators assist teachers in reconciling the two attendance records—without entering any data into PowerSchool—but ultimately teachers perform the final reconciliation of attendance.

Attendance is directly entered by the teacher for any student failing to tap their phone and appearing only on the sign-in sheet—some teachers do so in the Brain app and some into PowerSchool using an attendance code "P" for present. Some students who are not as familiar with technology, or those who have not yet downloaded the app or received a Highlands-issued phone, might only be recorded on the manual register. There is a "digital boot camp" for new students, training them in use of the technology, but some students are not literate even in their own language when they first enroll.

Some teachers utilize pre-printed class rosters for student sign-in sheets, while others use sign-in sheets of their own design. Some also maintain additional attendance registers electronically, in addition to using the Brain app and sign-in sheets. In larger classes (in March 2024, fourteen class rosters exceeded 200 students, and more than fifty percent of classes had 100 or more students enrolled), teachers indicated that if they did not personally recall seeing the student, they check with the para-professional to ensure that the student was physically in the classroom at some point before marking them present.

Students who were not present are marked "A" in PowerSchool by the teacher to signify an absence.

According to HCCTS administrators, teachers can make corrections in the Brain app before uploading. Once a student's attendance is uploaded into PowerSchool, it cannot be changed without obtaining approval from the technology department, as PowerSchool requires an Administrative clearance.

If a student is marked neither present nor absent, the student's attendance that day remains "null," which if not corrected will calculate as a day of attendance in PowerSchool. Such "nulls" are reviewed by Administrative staff at the Grand Avenue location, which then notifies any teacher who should review and correct attendance for that student. Nulls are most common with new students, who may start attending a class before appearing on the roster. The teacher reviews and records the appropriate missing attendance in PowerSchool for those students once they appear on the roll. Although nulls are counted as present in PowerSchool, they are removed in a PowerSchool query when reporting ADA. However, this renders attendance summary reports generated by PowerSchool inaccurate, and they are not reviewed or utilized by HCCTS staff.

Internal Controls

According to the Association of Certified Fraud Examiners (ACFE), The Committee of Sponsoring Organizations of the Treadway Commission (COSO) defines an internal control as, *"a process, effected by an entity's board of directors, management, and other personnel, designed to provide reasonable assurance regarding the achievement of objectives relating to operations, reporting, and compliance."*

Internal control is referred to as a process because it permeates an organization's operating activities and is an integral part of basic management activities. Internal control provides reasonable—not absolute— assurance because the possibilities of human failure, collusion, and management override of controls make this process imperfect. An internal control can comprise multiple processes. These processes might be in the form of documented policies or procedures or a written communication from management. Processes might also come in the form of actual activities, such as planning or checking. When internal controls are embedded in multiple processes, they are likely to be much more effective

Even though an internal control system is ultimately the responsibility of management, everyone within the organization can play a part in helping ensure that a control is working effectively. This can be achieved if people are familiar with the organization's objectives and have aligned their specific objectives accordingly. One individual's objectives might vary from another's due to their differing roles and responsibilities. Even though their specific objectives are not the same, they should still align with the organization's objectives. Management sets the tone for the organization and should ensure that all employees are aware of the importance of internal controls and have a clear understanding of management's expectations regarding standards of conduct.

State of Records at HCCTS

The Consultant found the charter's recordkeeping process sometimes confusing, lacking centralized responsibility or internal controls regarding enrollment and attendance accounting. As a result, requests for information sometimes resulted in delayed or confused responses. This did not seem to be the result of malfeasance or resistance, but more a lack of systems, a lack of defined responsibilities within the organization, and a lacking of understanding the purpose of requests.

Based on the findings and experience of the Consultant as described in this report, there are underlying internal control issues that contribute significantly to the attendance accounting issues noted in this report. While there are written procedures and expectations, they are often divorced from actual practice and do not seem to be consistently reviewed for compliance.

According to Administrative staff, teachers are able to change attendance in the Brain app, but interviews revealed that teachers vary in understanding their ability and/or authority to make corrections of student attendance. Some teachers by-pass the Brain app and enter attendance directly into PowerSchool. While principals are nominally tasked with instructing new

teachers in attendance rules and procedures, and videos are provided, based on the results of this study such training is not detailed and consistent.

There has also been a constant shift in internal attendance rules and requirements, most commonly over the past two years as a result of nearly monthly updates to the Brain app, which was developed in-house and instituted for a variety of purposes, including the taking of attendance.

This has also resulted in wide variations in attendance recording practices by teachers. While as of the date of this report the app seems to be functioning as intended, the complicated aspect of student attendance and lack of centralized training and oversight has resulted in teachers sometimes using the two systems distinctly from each other, with little consistency in implementation. While this inconsistency does not appear to be the cause of incorrect attendance reporting, such a result remains a possibility that contributes to diminishing confidence that ADA is being recorded correctly.

With a lack of centralized responsibility, many functions such as training teachers and para-educators, and evaluating the effectiveness of changes in attendance process and procedures, are less effective than they could be. Again this is not a matter of lack of responsiveness on the part of the charter school, rather it seems to be the result of a lack of coherent and consistent systems and clear command structure, analogous to the proverbial "building the plane while flying it," a scenario voiced by several of those interviewed and that seemed, in part, to become more evident as a result of the organization's rapid post-COVID growth.

Attendance Concerns

Although the Brain app is not formally regarded as the final record of attendance, its use in gathering attendance data and its interface with PowerSchool suggests that communication and interaction with the charter authorizer regarding its implementation and use prior to deployment represents a best practice. For instance, an upcoming update may contain some Artificial Intelligence (A.I.) features. On July 9, 2024, TRUSD and HCCTS staff met and agreed that HCCTS would create a binder containing standardized operating procedures in using the Brain app for attendance, which was to be completed by August 19, 2024. Then HCCTS was to contact their auditors and have them review and make recommendations. After that, the attendance system documentation would be sent to TRUSD for consideration. (Letter from HCCTS Executive Director Bill McGuire to TRUSD, July 16, 2024). As of the finalizing of this report, this new procedure is being developed.

In addition to students utilizing the Brain app to check into class, all HCCS students are required to sign in on a manual register, which is then verified against the electronic sign-in sheet to ensure attendance is accurate. There are students who lack a phone or the app and can only sign in manually until they qualify for a HCCTS issued phone, or successfully download the app to their own cell phone. As a result, the manual registers are an integral part of attendance documentation and those documents should be maintained for three years after the

end of the school year to which they apply. However, based on interviews, records for 2022-23 were disposed of at the end of that school year. The Consultant recommended that HCCTS implement a policy specific to the retention of manual attendance sign-in sheets beginning with 2023-24, in accordance with California Code of Regulations, Title 5, sections 16020-16030.

During interviews, most HCCS teachers reported regular instances of students either scanning in or signing into class and then immediately leaving. Some reported one to two students doing this per day, others reported several or more exhibiting the same behavior. Those teachers with large rosters, primarily in the Level 0-3 classrooms, reported the most difficulty preventing this, or indicated they were under the impression they were powerless to do anything about it. According to teachers interviewed, those students are counted as present in most cases. Some teachers indicated they did not allow students to simply sign in and leave, responding by changing attendance in the system to absent. Other teachers required students to stay for a minimum period of time in order for them to be marked present. Some provided homework packets and gave them attendance credit when work was turned in, pointing to the difficulty many students have with work schedules and parental responsibilities. Some teachers, noting they are "at will" employees, expressed helplessness in addressing the issue, explaining they have been instructed in the past that if a student appears even for one minute, they are considered present and are to be marked as such.

Of the forty-one HCCS teachers interviewed, 60% indicated that they see students regularly sign in and leave immediately, or leave after being given a homework packet. The remainder require that students attend, generally for a half-hour to an hour, in order to receive attendance credit. Since the students are adults and do not fall under compulsory attendance laws, there is no matter of, or recordkeeping for, truancy. Even if marking students present who have no intention of attending class is technically an allowable practice, it raises the issue of quality of education and whether some students are treating HCCS as if it is an Independent Study program. Student attendance also directly correlates to student expectations and academic success, so not tracking this seems a lost opportunity to evaluate program effectiveness and integrity.

It is not clear that teachers have been effectively trained to understand the differences and implications of a student being marked present versus having an excused absence, in which case work can be assigned and returned later for academic credit. Students also gain or maintain public benefits or meet legal requirements for programs when marked present. There is definite inconsistency in understanding attendance policies and what can and cannot be done in the software system. The practice of allowing students to "drive-by" is a matter of concern for teachers. It also seems to be in conflict with state guidance to auditors and the charter's published expectations for students.

Teachers receive notification in the Brain app of the student sign-in and the location where it occurred. Several reported that students sometimes sign in at other sites, as the Brain app does not prohibit it. HCCTS administrators indicated that this was allowed in the software because of events or orientations being held at an alternate location that qualified for student

attendance. However, several teachers indicated their suspicion that some students are taking advantage and signing in for themselves or for others at another location without attending class. Others reported instances of students bringing an absent spouse's phone to class and tapping their attendance. The current security in the Brain app, including a limited time to complete the sign-in process, does not prevent this. If caught, according to those interviewed, attendance was changed in most cases.

Several teachers reported that with the June 2024 update of the Brain app, they could no longer see where a student signed in if they did so at another site, while others said the information was there but they had to dig for it. Some teachers indicated that because of this they do not upload attendance from the Brain app, but instead input attendance manually into PowerSchool.

(During interviews conducted in August 2024, the consensus of those interviewed was that for the 2024-25 school year, students caught scanning in or signing in for others were at risk of being expelled. Students were also required to physically attend for at least a minimum amount of time, although not for the entire class schedule. It is not clear that at that stage all teachers were applying this new rule across the board, and staff indicated inconsistent messaging from administrators in this regard.)

During on-site in-person interviews, teachers stated they do not mark any student present they or their para-educator have not seen, and none reported pressure to fabricate attendance, or inappropriate pressure to improve it.

ADA records were reviewed for each student, provided by HCCTS from PowerSchool via query and used to document ADA for state reporting. Each student who attended prior to P-2 was listed by track, Student ID# and #ADA generated. There were no instances found of students enrolled and earning ADA on multiple tracks, or earning more than one ADA in one year at HCCS or CICA for 2022-23 or 2023-24. The ADA reported for each track matched the P-2 ADA reported to the State.

Enrollment and Class Sizes

During site visits, it was observed that some HCCS classrooms were almost entirely full, with some students standing along the walls of the classroom, and students constantly arrive and depart during the class period. By the afternoon, the classrooms were almost completely empty.

Further inquiry revealed some class rosters nearing four hundred students. Many of these classes see new students enroll nearly every day. Since new students are not enrolling from another school, and a student arriving in May is placed in class the same as a student who began in August, issues arise for teachers attempting to create a coherent and continuous course of instruction throughout the year. Much work ultimately is provided through online software, such as Burlington English, with students progressing at varying rates.

In addition, while sites have lead teachers, principals are responsible for multiple locations and there often is no administrator on site.

HCCS Principals provided class level enrollment information for a sampling of school sites selected by the Consultant at the end of May/early June 2024. One site had four classes with rosters of more than 200 students, with the highest at 334. Five of six classes had more than 90 students attending at some point during the day, with two classes hosting 192 and 210 students on average for the last two weeks of May.

Another site with eight classes had seven with rosters exceeding 200 students, five of those having more than 100 students attending on average at some point during the day.

A third site with four classrooms had three classes with rosters ranging between 180 and 221 students, and daily attendance averaging between 91 and 121 for those three classes.

Of the forty-one HCCS teachers interviewed, thirty reported rosters of 100 or more students. Ten had rosters of 200 or more. Smaller class sizes were observed at the high school level, while large rosters were the norm at Levels zero through three.

As a result, it was decided to review class sizes for all of HCCS during 2022-23 and 2023-24.

The information received from HCCTS for HCCS enrollment in response to that request revealed seventeen classes in March 2023 with rosters of 150 or more students, including one class with 481 students, and ten exceeding 200 students. In March 2024, twenty-four class rosters exceeded 150 students, including one with 420 students. Enrollment in fourteen classes exceeded 200.

Most teachers assigned to Levels 0-3 reported rarely seeing more than half of their students on a given day, who they indicated often treat HCCS almost as if it were CICA, without having to report for a Zoom or in-person session with a teacher once or twice per week as required by that school. A review of 74 classrooms during March 2023 revealed 45 in which teachers saw less than half of their students on average. Of the 8,352 students on rosters that month, an average of 4,307, or 51.57%, attended on any given day.

Of the 98 classes surveyed in March 2024, 77 recorded attendance that on average represented less than half of the number of students on the roster. Of the 12,239 students on rosters, an average of 5,626, or 45.97%, attended on any given day that month.

These large class sizes have clearly been common for the past two years. As previously described, one teacher had a roster of nearly 500 students at one point before the class was split. Classes of these sizes call into question the ability of teachers to accurately take roll—an issue that the Brain app attempts to address—as well as the ability to provide adequate instruction. It is unclear that the class-sizes listed in the SARC reflect actual class sizes. In interviewing 36 HCCS teachers with classes at Levels 0-3 or Bridge, the average size of the roster in June 2024 was 169 students, with the average number attending at some point during the day at 68. Enrollment and class sizes in the SARC should also be reviewed in light of the number of students attending during the year and P-2 ADA generated in relationship to the

number reported each year on the October census date. Below is the table of class sizes for March 2023 and March 2024 based on information provided by HCCTS:

Table of Class Sizes—HCCS

	March 2023	March 2024
# Classes	74	98
Classes 0-49	10	13
Classes 50-99	35	30
Classes 100-149	12	31
Classes 150-199	7	10
Classes 200 +	10	14
Enrollment	8,352	12,239
ADA	4,307	5,626
Avg Class Enrollment	112.86	124.89
Avg Class Attendance	58.20	57.41
Attendance Rate	51.57%	45.97%

Observations of classrooms during this study indicate that the larger classes lack physical capacity for that many students at one time. Para-educators, teachers and principals were asked about procedures when more students show up than can be accommodated in the physical space. The answers varied by site. In some cases, students are told to wait until a spot opens up. In other instances, students arriving when class is full are given homework packets and sent home to work online in Edmentum, Burlington English, or Google Classroom. Sometimes classes are split and a para-educator assists students working online, with the teacher floating between the classroom and the overflow.

In all instances it was reported that students do not attend the entire day, most often attending for two to three hours at most.

Despite the student handbook declaring, “Students are expected to be in school daily and stay for the entire time of your program of study,” in practice there is no expectation of students doing so and in most instances none do. Students tend to arrive and leave in “shifts.” It is unlikely to find a single student attending an entire scheduled day. Teachers repeatedly spoke about students having work schedules or family commitments that made such full-day attendance impossible, so they did not press the issue. With just under 48% of students recorded as present on an average day for the 2023-24 school year, and students often attending in “shifts,” actual attendance in a classroom at any one time, based on observations of classrooms during this study, is almost certainly less than 48%.

Because is it impossible for students in most Level 0-3 classes to attend a full instructional day should they all arrive, it is not possible to affirm that HCCS offers the required instructional minutes in a manner that meets state requirements to qualify for ADA.

The inability for many students to attend full days in person also calls into question whether HCCS meets the audit guide standard of offering at least 80 percent of instructional time at the

school site, as required in Section BB, sub-sections 1b and 1d of the 2023-24 Audit Guide, and of requiring them to physically attend for that 80% minimum of instructional time. The splitting of classrooms when too many students are present also raises the question of whether in those instances a para-educator is effectively supervising the class, instead of the certificated instructor.

Among those interviewed, teacher experience at HCCS ranges from a few months to several years. Approximately half of the teachers interviewed had three or more years of experience at HCCS, while approximately sixty percent possessed overall teaching experience, including at other educational institutions, of three or more years. Roughly twenty-five percent had one year or less of teaching experience at HCCS, and about fifteen percent had one year or less of overall experience, inclusive of time spent at other educational institutions.

Calendar and P-2 Reporting

HCCTS provided the Consultant a work paper outlining its methodology for reporting P-2 and Annual ADA to the State after implementing the attendance function of the Brain app. In this paper, it is stated that:

"HCCTS opted to utilize direct PowerSchool SQL queries for extracting attendance data instead of relying on standard PowerSchool reports due to a limitation caused by how PowerSchool captures attendance data and how attendance is synced with the Brain. Specifically, PowerSchool interprets any attendance records not explicitly entered by a teacher as 'Present.'

"This default behavior creates a risk of overreporting ADA, as students with unknown attendance statuses may incorrectly appear as present. To ensure that ADA is calculated based only on verify (sic) *attendance records, HCCTS requires that all data used in reporting must reflect attendance status actively entered by the teacher. By directly querying the database, we eliminate the risk of including unverified or inferred attendance data. This approach aligns with our commitment to accuracy and compliance, as it prevents our school from claiming ADA for students whose attendance status is uncertain due to this limitation.*

"This method has been consistently validated through external audits and considered to be a reliable mechanism for producing ADA reports."

While a list of all ADA by student, pulled from the PowerSchool query, is supplied to TRUSD by HCCTS, it is unclear that this change to utilizing a query in the attendance reporting procedure was communicated to TRUSD for review and approval.

Additionally, as noted earlier in this report, CDE requirements for calendars are that they begin with the first week of instruction and consist of four full school weeks—they are not the same as calendar months. In discussion with HCCTS staff, it appears that instead of using an attendance school calendar as required by the State Department of Education, the charter school used incorrect calendars for purposes of reporting ADA. While this does not impact the

calculation of annual ADA, it did result in erroneous divisors being used to calculate P-2 ADA for both HCCS and CICA in 2022-23 and 2023-24.

The divisors as reported by HCCTS for HCCS and CICA in 2022-23 were 155 days for Track A, 145 days for Track B, and 136 days for Track C, with the final full school month before P-2 ending on April 13 for all tracks.

However, based on the start days for each track, the number of days at P-2 (excluding Winter Break, as was done in 2023-24) should have been 151 for Track A, 131 for Track B and 132 for Track C, with the final school months before P-2 ending on April 7 for Tracks A and C, and on March 24 for Track B. (Note: If Winter Break is included, the days should have been 141 for Track A, 131 for Track B and 122 for Track C, with P-2 ending on March 24 for Tracks A & C, and on April 7 for Track B.)

Random sampling of twenty CICA students in 2022-23 (see page 45) resulted in an over reporting of 0.14 ADA to the State (10.74 ADA vs 10.88 ADA). Including Winter Break resulted in a sampling error of 10.46 vs. 10.88 ADA.

The divisors as reported by HCCTS (with Winter Break excluded) for CICA in 2023-24 were 174 days for Track A, 156 days for Track B, and 137 days for Track C, with the final full school month before P-2 ending on April 5 for Track A, and April 12 for Tracks B and C. It is noted that the provided calendar also excludes Thanksgiving Break, which is not allowed.

However, based on the start days for each track, (with Winter Break excluded and Thanksgiving Break included) as the number of days at P-2 should have been 169 for Track A, 151 for Track B and 132 for Track C, with the final school months before P-2 ending on March 29 for Track A, and on April 5 for Tracks B and C.

During sampling it became clear that a divisor of 179 was used in reporting Track A P-2 for CICA to the State, a divisor of 156 was used for Track B, and of 137 for Track C. As a result, it is possible the end dates for P-2, as was the case in 2022-23, were not adjusted, with April 12 as the last student attendance day before P-2 being used for all tracks. Using this methodology matches all tracks to the number of days used as the P-2 divisor for 2023-24.

Random sampling of twenty CICA students in 2023-24 (see pages 46-47) resulted in an under reporting of 0.24 ADA to the State for these twenty students (14.37 ADA vs 14.13 ADA). Since the same issues regarding the exclusion of Thanksgiving Break and its impact on the attendance calendar apply to HCCS, and all ADA for individual students was inaccurate, support for P-2 ADA reported to the State could not be validated for either HCCS or CICA in 2022-23 or 2023-24. Attendance Calendars need to be corrected for both years and P-2 ADA re-run for both schools.

Following is a comparison of the calendars used for CICA to calculate P-2 divisors versus the calendars that should have been used. For 2022-23, the left column represents the Academic Calendar as used, with common end dates for each track, and for 2023-24 the CICA Attendance calendar with both Thanksgiving Break and Winter Break excluded. The right column for both charts displays the calendar (excluding Winter Break) that should have been

used per CDE guidelines. The same attendance calendar was apparently used in 2022-23 for both CICA and HCCS.

HCCTS SCHOOL CALENDAR COMPARISONS 2022-23- Excluding Winter Break

Academic School Calendar			Attendance Calendar per CDE	
TRACK A			TRACK A	
Month 1	Aug 15-Aug 31	13	Aug 15- Sep 9	19
Month 2	Sept 1 - Sept 30	21	Sept 12 - Oct 7	20
Month 3	Oct 1 - Oct 31	21	Oct 10 - Nov 4	20
Month 4	Nov 1- Nov 30	16	Nov 7 - Dec 2	14
Month 5	Dec 1 - Dec 31	17	Dec 5 - Jan 13	20
Month 6	Jan 1 - Jan 31	16	Jan 16 - Feb 10	19
Month 7	Feb 1 - Feb 28	19	Feb 13 - Mar 10	19
Month 8	Mar 1 - Mar 31	23	Mar 13-Apr 7	20
Month 9	Apr 1 -Apr 13	9		
TOTAL AT P-2		155	TOTAL AT P-2	151
TRACK B			TRACK B	
Month 1	Aug 29-Aug 31	3	Aug 29- Sep 23	19
Month 2	Sept 1 - Sept 30	21	Sept 26 - Oct 21	20
Month 3	Oct 1 - Oct 31	21	Oct 24 - Nov 18	19
Month 4	Nov 1- Nov 30	16	Nov 21 - Dec 16	15
Month 5	Dec 1 - Dec 31	17	Dec 19 - Jan 27	19
Month 6	Jan 1 - Jan 31	16	Jan 30 -Feb 24	19
Month 7	Feb 1 - Feb 28	19	Feb 27 - Mar 24	20
Month 8	Mar 1 - Mar 31	23		
Month 9	Apr 1 -Apr 13	9		
TOTAL AT P-2		145	TOTAL AT P-2	131
TRACK C			TRACK C	
Month 1	Sept 12 - Sept 30	15	Sept 12 - Oct 7	20
Month 2	Oct 1 - Oct 31	21	Oct 10 - Nov 4	20
Month 3	Nov 1- Nov 30	16	Nov 7 - Dec 2	14
Month 4	Dec 1 - Dec 31	17	Dec 5 - Jan 13	20
Month 5	Jan 1 - Jan 31	16	Jan 16 - Feb 10	19
Month 6	Feb 1 - Feb 28	19	Feb 13 - Mar 10	19
Month 7	Mar 1 - Mar 31	23	Mar 13-Apr 7	20
Month 8	Apr 1 -Apr 13	9		
TOTAL AT P-2		136	TOTAL AT P-2	132

For 2023-24, if the date for P-2 is extended to April 12 for Track A, the divisors of 179, 156 and 137 match the divisors actually used by CICA as noted on page 33:

CICA SCHOOL CALENDAR COMPARISONS 2023-24--Winter Break Excluded

CICA Attendance Calendar			Attendance Calendar per CDE	
TRACK A			TRACK A	
Month 1	Jul 10- Aug 4	20	Jul 10- Aug 4	20
Month 2	Aug 7-Sept 1	18	Aug 7-Sept 1	18
Month 3	Sept 4-Sept 29	19	Sept 4-Sept 29	19
Month 4	Oct 2 - Oct 27	20	Oct 2 - Oct 27	20
Month 5	Oct. 30 - Dec 1	19	Oct. 30 - Nov 24	14
Month 6	Dec 4- Jan 12	20	Nov 27- Dec 22	20
Month 7	Jan 15- Feb 9	19	Jan 8- Feb 2	19
Month 8	Feb 12-Mar 8	19	Feb 5-Mar 1	19
Month 9	Mar 11-Apr 5	20	Mar 4-Mar 29	20
TOTAL AT P-2		174	TOTAL AT P-2	169
TRACK B			TRACK B	
Month 1	Aug 14-Sept 8	19	Aug 14- Sep 8	19
Month 2	Sept 11 - Oct 6	20	Sep 11 - Oct 6	20
Month 3	Oct 9 -Nov 3	20	Oct 9 - Nov 3	20
Month 4	Nov 6- Dec 8	19	Nov 6 - Dec 1	14
Month 5	Dec 11 - Jan 19	19	Dec 4 - Jan 12	20
Month 6	Jan 22-Feb 16	20	Jan 15- Feb 9	19
Month 7	Feb 19 - Mar 15	19	Feb 12 - Mar 8	19
Month 8	Mar 18-Apr 12	20	Mar 11-Apr 5	20
TOTAL AT P-2		156	TOTAL AT P-2	151
TRACK C			TRACK C	
Month 1	Sept 11 - Oct 6	20	Sep 11 - Oct 6	20
Month 2	Oct 9 -Nov 3	20	Oct 9 - Nov 3	20
Month 3	Nov 6- Dec 8	19	Nov 6 - Dec 1	14
Month 4	Dec 11 - Jan 19	19	Dec 4 - Jan 12	20
Month 5	Jan 22-Feb 16	20	Jan 15- Feb 9	19
Month 6	Feb 19 - Mar 15	19	Feb 12 - Mar 8	19
Month 7	Mar 18-Apr 12	20	Mar 11-Apr 5	20
TOTAL AT P-2		137	TOTAL AT P-2	132

Note--CICA Calendar incorrectly excludes Thanksgiving Week

The HCCS attendance calendar for 2023-24 included Winter Break, but also incorrectly excluded Thanksgiving Break. The following is a summarized difference between the P-2 divisors for HCCS per the calendar provided, and the divisors per a calendar created per CDE instructions, also including Winter Break, and properly including Thanksgiving Break:

	HCCS Calendar	CDE Calendar
Track A	164	179
Track B	146	141
Track C	137	122

HCCS Questioned ADA—College Oak Holiday Closure

On August 9, 2023 and March 27, 2024, the College Oak location, which is a local mosque, was closed—on August 9 due to staff development and on March 27 due to Muslim holidays. Some teachers taught those days at another location and some students opted to attend at the alternative location. However, a number of students were provided with Short-term Independent Study assignments. Although it may be possible that an alternative classroom setting was available for students on those days, making the short-term IS assignment voluntary as is required, for the 2023-24 school year Short-term Independent Study had to be offered for a minimum of three days. Since it was offered only for one day, it appears that those days of attendance are not eligible for claiming apportionment funding.

In addition, on August 9, 2023, based on information provided by HCCTS, only 21 students appeared in person at another location, while 523 opted for short-term Independent Study, making it difficult to claim that another location was available for students if they did not want to participate in Short-Term IS.

On March 27, 2024, 737 Track A students, 103 Track B students and 842 Track C students opted to attend in person at another location.

For August 9, 2023, the questioned number of days of apportionment, representing days claimed for Short-term IS, for Track A is 523—Tracks B and C had not yet begun their year.

For March 27, 2024, the questioned number of days of apportionment for Track A is 218, for Track B, 40 and for Track C, 246.

The questioned P-2 ADA for Track A for both days results in a decrease of 4.26 ADA, a decrease of 0.26 ADA for Track B and a decrease of 1.79 ADA for Track C, resulting in a total ADA decrease of 6.31 ADA.

At a 2023-24 funding rate of $12,015 per ADA for Grades 9-12 plus a grade span adjustment of $312 per ADA, for a total of $12,327 per ADA, the total questioned costs amount to $77,783.

CICA School Structure

Similar to HCCS, CICA operates as a single school, spread across multiple locations. But unlike HCCS, Principals are assigned to administer specific levels (IHS, Bridge, HS). They are responsible for all locations for the level they are assigned.

As with HCCS, the school is divided into three "grade-level" designations. Levels zero through three represent ninth grade and students range in education from those who are illiterate in their own language and may have never attended school, to students with some education background and some proficiency in the English language.

The next level is "Bridge," in which specific courses are taught, representing tenth grade, and serving as a qualifier to the High School program, or twelfth grade, from which students can earn their diploma.

Students at the "Bridge" level or at the High School level may also be attending CTE courses. CTE instructors are to provide attendance to the Independent Study teacher in order to mark attendance for the students in those courses, in addition to their regular Independent Study work.

As with HCCS, beginning in 2020-21, students who were English Learners were transferred from an Adult Elementary Education program to an International High School (IHS) program, with a resulting change in grade designation and funding from Grades 1 and 2 to Grades 9 and 10. According to CICA's Student Accountability Report Card, students enrolled in IHS in 2020-21 represented just above one percent of students enrolled as of the census date. By 2022-23, 70 percent of the students enrolled in the Independent Study School were IHS or Bridge students, designated as either Grade 9 or 10. This coincided with major expansion in CICA's total enrollment, from 363 to 2,202.

According to CICA's SARC report, in fiscal year 2019-20, 29 of 169 students as of the census date were either Grades 1 or 2. In 2020-21, students enrolled as either Grade 9 or 10 (the previous Grade 1 and 2 designation) had dropped to 5 of 363 students. By 2021-22, the number of Grade 9 and 10 students had risen to 284 of 780. By 2022-23, 1,542 of 2,202 students enrolled were Grades 9 and 10.

Classroom Attendance Procedures-CICA

The Consultant conducted in-person one-to-one interviews with 31 CICA teachers representing three locations between June 7 and June 13, 2024.

According to those interviewed, enrolling students attend a centralized orientation during which they are trained in the use of technology employed by CICA—called Digital Literacy Training—and are provided an Independent Study Master Agreement, which they sign digitally. Once this process is completed, the teacher is notified and receives a copy of the IS Master Agreement in English through the Brain app. At that point the teacher digitally signs and the student is enrolled.

There is a Compliance Team that reviews CICA paperwork. The following is an explanation provided by CICA administration of the team's role, process and procedures:

"Not really involved in the enrollment process. We are responsible for the monthly checks on teacher rosters as part of the IS check in process to see if the teachers roster or students courses has been updated and we track that accordingly. The teacher is informed by a counselor when they have a new student and when the student is going through the orientation process they sign the Master Agreement in the Brain as part of the onboarding process. The compliance team is responsible for verifying that the Master Agreement has been signed and accurate, the Learning Report and work samples have been submitted and accurate, and that attendance has been submitted for the student. Attendance is audited by [the Academic Services Generalist], *who acts as an attendance clerk for one of his responsibilities. He runs attendance audits in PowerSchool to make sure the attendance being captured in the Brain is synching up with PowerSchool based on the information submitted through the Brain by the teacher."*

New IS Master Agreements for continuing students are digitally signed by each student prior to commencement of the next unit of study, or the school year, as appropriate.

IHS Students (Levels 0 to 3) and Bridge students are expected to attend, either via Zoom or in person, synchronous instruction through two-hour classroom sessions twice per week—this was changed in Spring 2024 from four sessions per week. In addition, they are assigned homework which must be submitted according to deadlines set by the teacher. Some teachers assign work daily, most online through Google Classroom or Edmentum. Burlington English is utilized for students learning English.

At the HS level, students work through individual units of study at their own pace, although they must be completed in a specific period of time, (i.e. five weeks). Students must demonstrate a minimum amount of progress each week in order to earn apportionment credit. New IS Master Agreements are completed for each individual unit of study.

Many teachers also provide office hours or schedule periodic meetings with each student.

Students are marked present or absent for the sessions offered twice per week, with apportionment credit for the remaining days dependent on work being turned in by the student.

High school level students generally meet with their teacher once per week for an hour, since they are more able to work independently.

Students who have not submitted their assignments are first contacted by the teacher. If this does not result in contact, the teacher may request contact through the Intervention team, which will assign a para-educator with knowledge of the language and culture of the student in question to make contact. If that contact is unsuccessful in achieving re-engagement, the student is sent a letter warning them that they will be dis-enrolled within a certain period of

time—this is referred to as a "Leave of Absence" or "LOA." Most teachers interviewed reported multiple instances of students being placed on LOA during the year.

According to the CICA Tiered Re-Engagement Strategy, teachers are instructed to review their rosters at the end of each learning period (twenty-day school month) to determine if any students need to be referred for LOA. The majority of teachers during interviews indicated having at least one student currently being evaluated for potential LOA.

At the high school level, it is expected that a student missing more than three assignments will also meet with a counselor, rather than having a para-educator reach out to them. High School teachers are expected to make contact with each student at least once per week.

Teachers maintain student engagement logs in various ways. Generally, contact is documented through the twice-weekly classroom sessions. Other significant contacts are recorded in PowerSchool. Some teachers maintain a log of their own making, documenting other types of student contact.

At the end of each twenty-day school month—or learning period—the teacher submits apportionment credit as well as two work samples for each student via the Brain app to the Compliance Team.

According to the IS Master Agreement, the following is to take place when a student misses assignments:

Board Policies: We understand for students in all grade levels and programs, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be 20 school days. After 2 missed assignments or when a student's educational progress falls below satisfactory levels, an evaluation will be made, to determine whether it is in the best interests of the student to remain in independent study. A student's progress falls below satisfactory levels as determined by the Highlands Community Charter and Technical Schools' Multi-tiered Systems of Support ("MTSS") procedures which considers ALL of the following indicators:

- *i. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).*
- *ii. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.*
- *iii. Learning required concepts, as determined by the supervising teacher.*
- *iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher*

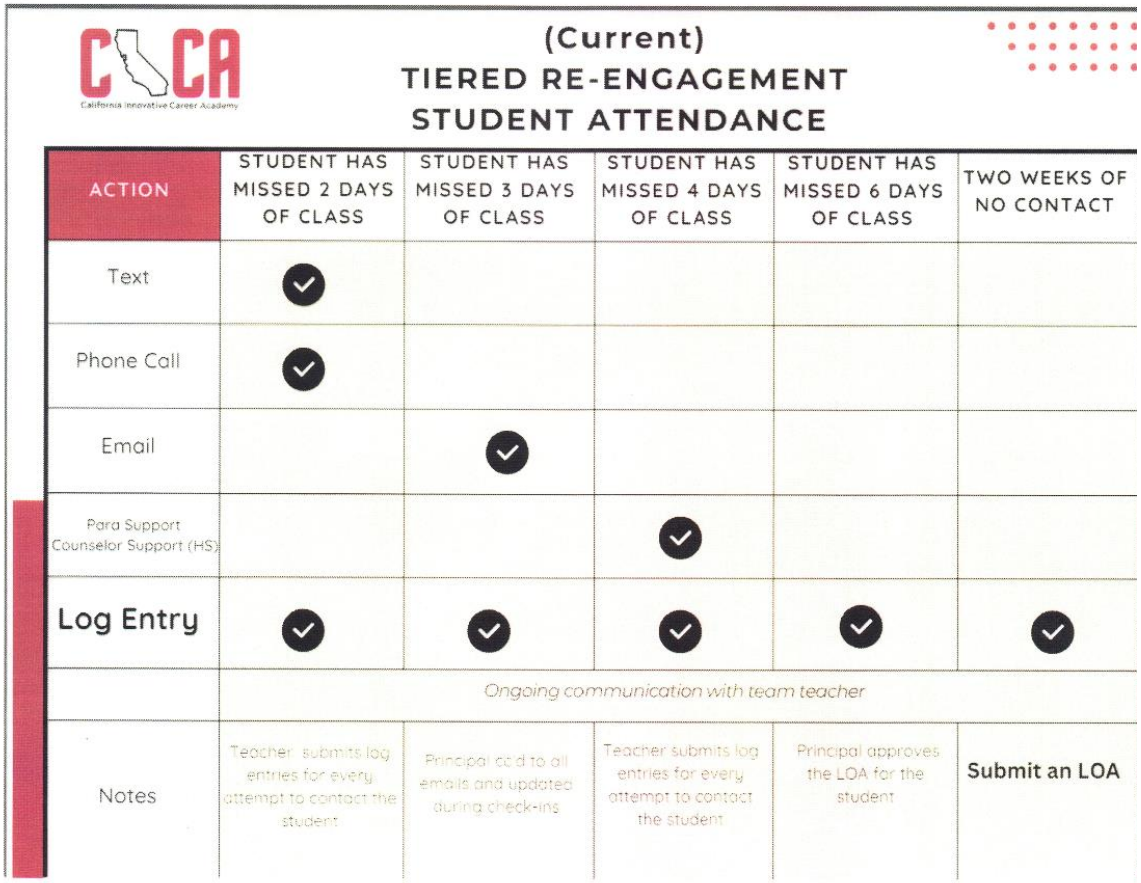
It is unclear whether the LOA process, which is not mentioned in the IS Master Agreement, complies with Board Policy and the IS Master Agreement.

Shown below is a CICA student re-engagement schedule:

CICA Tiered/Student Re-engagement 23-24

Below are the Principals' expectations for teachers. Expectations are shared wi
teachers during teacher onboarding and again during their one-on-one check-in
Teachers and Principals review how to complete log entries in PowerSchool to docume
student interactions and concerns and needed student support and outreach.

International High School (IHS) and Bridge:



High school:

Teacher Communication
You should be communicating with your students on a weekly basis. (Via Phone call, text, email.) If you have a student who needs a resource, you will need to communicate that with your counselor. 24-48 hour response time via email. No need to *reply all* to emails sent to all staff.

Log Entries/Leave of Absence
At the end of each week please input log entries for your students for the following reasons: • Missed their student/teacher meeting • Not making adequate progress • Not communicating If a student continuously does not make meetings, does not communicate with you, and does not make academic progress they will need to be placed on a leave of absence. Before placing a student on a leave of absence you will need to communicate that with them. At the end of each learning period you will take a deep dive into your roster and determine if any student needs to be placed on a leave of absence. We can not continue to hold students who are not making progress. If you place a student on an LOA please make sure credits earned are up to date in PS.

The same IS Master Agreement is used for IHS, Bridge and HS levels, despite the fact that student contact is handled differently in each setting. For example, at the High School level, students meet with the teacher once-per-week. Generally there appears to be no consistent, daily contact as required in the IS Master Agreement, which states:

Reporting: We understand that students are required to report to their teacher(s) as scheduled to submit assignments and for reporting his or her progress as follows: Manner: through online messages, email, phone or in-person; Frequency: at least once per school day, M-F; Time: 8:00 a.m.-5:00 p.m.; Place: virtually or in-person.

During interviews it could not be determined that this process is being consistently followed by teachers, and there does not appear to be a centralized format for an "engagement log" of student contacts. Some teachers keep personal logs of contact, while others post "important" contacts into PowerSchool. Some teachers indicated they contact students per the IS Master Agreement, some do not, emphasizing the twice-per-week classroom sessions. Some teachers indicated they post student contacts into PowerSchool, and others do not. Many teachers were unfamiliar with the term "engagement log," thinking it had to do with synchronous instruction.

CICA Attendance Concerns

The Consultant was unable to determine who records student apportionment credit for assigned work. Samples are submitted to a Compliance Team, but some teachers interviewed appeared to be defining student attendance credit as confirmed by the uploaded work samples, and others seemed to be referring to the daily, weekly or monthly assignments.

It also could not be determined how non-apportionment for students is recorded, since during 2023-24 apportionment credit was pre-populated in the attendance system. Attendance statistics provided by HCCTS for CICA showed all sites at virtually 100 percent, and student sampling likewise showed evidence of all students earning full apportionment credit. The Director of Independent Study indicated that students who attend only once or twice are removed from the system, and any days they attended are not claimed as ADA by the charter school. The high attendance rate was attributed to the intervention process.

Due to a lack of training, there appears to be a lack of consistency on the part of many teachers regarding how attendance is earned by a student in Independent Study. In some instances, teachers mark only the synchronous attendance credit, the implication being that they understand the Compliance Team makes the determination of other attendance credit based on student work. Other teachers interviewed admitted not understanding how to mark attendance for Independent Study students beyond the synchronized learning sessions. Again, the pre-populating of apportionment credit creates the possibility of over-reporting ADA.

It is unclear that all teachers understand that work must be assigned for each school day, with the teacher determining how much work that represents for each individual student.

In addition, based on the interviews and lack of supportive documentation of adequate training, the available information presented is characteristic of there being no consistent procedures for CTE teachers to provide attendance to the Independent Study teacher for applicable students.

No interviewees indicated they were forced to change attendance or banked work to improve attendance.

ADA records for all students for which ADA was claimed at P-2, provided by HCCTS from PowerSchool and used to document ADA for state reporting, were reviewed. Each student was listed by Student ID# and #ADA generated. There were no instances of students enrolled and earning ADA on multiple tracks, or earning more than one ADA in one year at CICA for either 2022-23 or 2023-24.

Other Concerns

During this study, based on interviews, available documentation, and the absence of clear and reinforced policies and procedures, the evidence indicates that reviewing the IS Master Agreement with the student lies mostly with the Compliance Team rather than the teacher. This may be to ease the burden on teaching staff and streamline the enrollment process, but

seems at odds with Education Code 51747(2), which includes the provisions regarding satisfactory student progress as judged by the supervising teacher, which it would seem needs to be explained to the student by that teacher:

> *(2) Satisfactory educational progress shall be determined based on all of the following indicators:*
>
> > *(A) The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.*
> >
> > *(B) The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.*
> >
> > *(C) Learning required concepts, as determined by the supervising teacher.*
> >
> > *(D) Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.*

During discussions with HCCTS administrators, it was discovered that IS Master Agreements are not presented to the student in their native language, but that communication about the IS Master Agreement is accomplished through Google Translate.

It cannot be confirmed that interventions as delineated in the IS Master Agreement are truly in place, especially when it comes to students who may intermittently miss assignments or are not attending synchronized learning regularly.

The IS Master Agreement and Board Policy were not in alignment regarding the number of assignments that could be missed. Board Policy states that evaluation of student appropriateness for remaining in Independent Study is triggered in part by the student failing to complete three assignments (HCCTS Board Policy 6158, 2a—Update July 2023), while the IS Master Agreement states that the evaluation will be undertaken after two missed assignments (IS Master Agreement-7/10/2023-7/1/2024). This discrepancy should be corrected.

Enrollment and Class Sizes

Enrollment is continuous, as evidenced by the annual October census counts in the SARC versus the number of students attending at least one day and the P-2 ADA generated. Among CICA teachers interviewed, class sizes varied between fifteen and forty students, with the majority landing somewhere in the twenties. Of the thirty-one teachers interviewed, eight had a class roster of twenty or fewer students, four had between twenty-one and twenty-five students, nine had between twenty-six and thirty, nine had between thirty-one and thirty-nine, and one had forty students. The average was twenty-three.

Among those interviewed, teaching experience at CICA ranged from seven instructors who had been teaching for three months or less, another nine who had been at CICA for less than a year, eleven who had taught at CICA for one to two years, and four who had been teaching

there for three to five years. Since CICA was completing its fifth year in existence in June 2024, no teachers had spent five plus years at the charter school.

Overall teaching experience included slightly more than twenty percent (seven of thirty-one), with less than one year total experience. Nearly half, fifteen of thirty-one, had between one and two years of experience. Five teachers had three to five years and four had more than five years of experience.

Since all students are age twenty-two or older, class-size ratios for Non-Classroom Based programs do not apply to CICA.

CICA Attendance Testing

Sample testing and examination of results are intended to provide reasonable but not absolute assurance regarding whether enrollment and attendance reported by CICA meets standards of legality and accuracy. The purpose of sampling attendance is to provide insight into attendance and enrollment reporting. Selections made were analyzed and compared to board policies, state requirements and best practices.

Attendance testing was first conducted for CICA. Twenty students from 2022-23 and twenty students from 2023-24 were randomly selected by the Consultant, for a total of forty students. Attendance was reviewed and reconciled against what was reported by CICA to the State.

Students were selected from a total population of all students, provided by HCCTS and identified only by ID number that included the ADA calculated for those students as part of the P-2 ADA reported.

The twenty students selected at random for testing from 2022-23 attendance records were represented by fifty-eight different IS Master Agreements and nineteen different teachers.

The twenty students selected at random for testing from 2023-24 attendance records were represented by forty-eight different IS Master Agreements and twenty-six different teachers.

The first column of the tables on the next pages represents ADA reported by CICA to the State at P-2 based on that student's attendance. The second ADA column represents the attendance calendar submitted by CICA. For 2022-23, that calendar was the same as the Academic calendar, with all tracks having the same ending date at P-2. For 2023-24 that calendar excluded Thanksgiving Break and Winter Break, as previously discussed. For Track A, the attendance did not match the ADA reported at P-2 because of the incorrect divisor of 179 being used. The third column represents the ADA that should have been reported at P-2 based on the attendance calendar per CDE guidelines. The "Att Beg" and "Contract" indicate the first day of attendance and the date the IS Master Agreement was signed by both the teacher and student. The "samples" column indicates whether that student's work samples were retained, with "X" indicating they were.

Adherence to proper Attendance Reporting was measured against the following criteria:

1) Student Residence Within California
2) Student Aged 22 or Older
3) Master Agreement for Each Student
4) Sample Work on File for Each Student
5) Attendance Reported Only On or After Date of Teacher and Student Having Signed Master Agreement
6) Student's P-2 ADA Matches Report to State
7) Student Taught by Certificated Teacher
8) Verification That All Attendance Was Reported on one of the Charter's Schooldays
9) That No Student Generated More Than One Day of Attendance For Each Day
10) Whether Students Appear to be Engaged in Instruction Exclusively to Learn English

Results of 2022-23 Testing:

CICA Student Sampling 22-23
Winter Break Excluded

	Track	ADA P2	CICA Calendar	CDE Calendar	Grade	Att Beg	Contract	Samples
Student 1	C	0.389706	0.389706	0.439394	12	20230130	20230130	X
Student 2	A	1.000000	1.000000	1.000000	9	20220711	20220711	X
Student 3	C	0.889706	0.889706	0.886364	9	20221003	20221003	X
Student 4	A	0.780645	0.780645	0.801325	12	20220808	20220808	X
Student 5	C	0.610294	0.610294	0.598485	12	20221202	20221202	X
Student 6	A	1.000000	1.000000	1.000000	9	20220711	20220711	X
Student 7	A	0.780645	0.780645	0.801325	9	20220711	20220711	X
Student 8	C	0.080882	0.080882	0.083333	10	20230310	20230310	X
Student 9	C	0.220588	0.220588	0.227273	9	20221007	20221007	X
Student 10	C	0.316176	0.316176	0.212121	10	20230214	20230214	X
Student 11	A	1.000000	0.987097	0.986755	12	20220711	20220711	X
Student 12	C	0.102941	0.102941	0.075758	12	20230327	20230327	X
Student 13	C	0.286765	0.286765	0.265152	10	20230217	20220711	X
Student 14	C	0.389706	0.389706	0.371212	9	20230130	20230130	X
Student 15	A	0.567742	0.567742	0.582781	12	20220711	20220711	X
Student 16	C	0.492647	0.492647	0.477273	9	20230109	20230109	X
Student 17	C	0.330882	0.330882	0.310606	12	20230209	20230209	X
Student 18	C	0.441176	0.441176	0.424242	9	20230119	20230119	X
Student 19	C	0.977941	0.977941	0.977273	9	20220915	20220915	X
Student 20	A	0.219355	0.219355	0.225166	12	20220711	20220711	X
		10.8778	10.8649	10.74584				

- 20 of 20 students met Criteria 1, Student Residence Within California
- 20 of 20 students met Criteria 2, Student Aged 22 or Older
- 20 of 20 students met Criteria 3, Master Agreement for Each Student
- 20 of 20 students met Criteria 4, Sample Work on File for Each Student
- 20 of 20 students met Criteria 5, Attendance Reported Only on or After Date of Teacher and Student Having Signed Master Agreement
- Only 2 of 20 students met Criteria 6, Student's P-2 ADA Matches Report to State (matches only those with 100 percent apportionment credit)
- Only 18 of 20 students met Criteria 7, Student Taught By Properly Credentialed Teacher
- 20 of 20 students met Criteria 8, All Attendance Was Reported on One of the Charter's Schooldays
- 20 of 20 students met Criteria 9, No Student Generated More Than One Day of Attendance for each Calendar Day.
- 8 of 20 students according to Criteria 10 appear to be engaged in instruction almost exclusively devoted to learning English. This is based on the class offering listed in the Master Contract and a review of sample work.

One student, Student 11, was credited with 1.0 ADA in the PowerSchool query. However, there were two days of absence prior to P-2 not reflected in the query calculation provided to the Consultant. Accordingly, that student's ADA was over reported by two days.

Results of 2023-24 Testing:

CICA Student Sampling 23-24
Winter Break Excluded

	Track	ADA P2	CICA Calendar	CDE Calendar	Grade	Att Beg	Contract	Samples
Student 1	A	0.162011	0.166667	0.171598	9	20230919	20230710	X
Student 2	B	0.961538	0.961538	0.960265	9	20230822	20230822	X
Student 3	B	0.775641	0.775641	0.768212	10	20230905	20230905	X
Student 4	A	0.290503	0.298851	0.307692	9	20230717	20230717	X
Student 5	C	0.737226	0.737226	0.727273	12	20231031	20231031	X
Student 6	A	0.888268	0.913793	0.940828	9	20220710	20230710	X
Student 7	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 8	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 9	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 10	A	0.318436	0.327586	0.337278	9	20230710	20230710	X
Student 11	A	0.558659	0.574713	0.591716	9	20230807	20230807	X
Student 12	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 13	A	0.458101	0.471264	0.485207	9	20230905	20230904	X
Student 14	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 15	A	0.620112	0.637931	0.656805	9	20230710	20230710	X
Student 16	A	0.324022	0.333333	0.343195	9	20230710	20230710	X
Student 17	A	0.575419	0.591954	0.609467	9	20230720	20230720	X

Student 18	B	0.467949	0.467949	0.483444	12	20230905	20230905	X
Student 19	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 20	C	0.992701	0.992701	0.992424	9	20230912	20230912	X
		14.13059	14.25115	14.3754				

- 20 of 20 students met Criteria 1, Student Residence Within California
- 20 of 20 students met Criteria 2, Student Aged 22 or Older
- 20 of 20 students met Criteria 3, Master Agreement for Each Student
- 20 of 20 students met Criteria 4, Sample Work on File for Each Student
- 20 of 20 students met Criteria 5, Attendance Reported Only on or After Date of Teacher and Student Having Signed Master Agreement
- Only 5 of 20 students met Criteria 6, Student's P-2 ADA Matches Report to State (matches only those with 100 percent apportionment credit)
- Only 19 of 20 students met Criteria 7, Student Taught By Properly Credentialed Teacher
- 20 of 20 students met Criteria 8, All Attendance Was Reported on one of the Charter's Schooldays
- 20 of 20 students met Criteria 9, No Student Generated More Than One Day of Attendance for Each Calendar Day
- 17 of 20 students according to Criteria 10 appear to be engaged in instruction primarily devoted to learning English. This is based on the class offering listed on the IS Master Agreement and a review of sample work.

Because of the deficiencies discussed earlier regarding class sizes and instructional minutes, and the same attendance calendar issues that caused inaccurate ADA for CICA, in consultation with TRUSD it was determined that no individual student testing of attendance would be conducted for HCCS, since the same inaccuracies would result. The deficiencies in HCCS' instructional minutes offered should be reviewed in light of the charter, and ADA re-run for 2022-23 and 2023-24 with the correct calendar, as noted in the Findings and Recommendations section of this report. Once this is complete, it is recommended that testing of HCCS attendance be undertaken.

A list of findings and recommendations begins on the next page.

FINDINGS AND RECOMMENDATIONS

Finding 1: Attendance Calendar (HCCS and CICA)

Both HCCS and CICA used a calendar for purposes of reporting ADA to the State that resulted in incorrect P-2 divisors for both schools in 2022-23 and 2023-24. The ADA reported to the State for both years could not be verified.

Recommendation: HCCTS should use twenty-day calendar months as required of charter schools by the California Department of Education in order to utilize the correct divisors in calculating P-2. HCCTS should recalculate P-2 with the correct divisors for both 2022-23 and 2023-24 and revise their P-2 reports for HCCS and CICA to both TRUSD and the State.

Finding 2: Class Sizes (HCCS)

In reviewing class-sizes for HCCS, seventeen classes had rosters of 150 or more students in March 2023 and twenty-four classes had rosters of 150 or more in March 2024. Classroom spaces cannot physically accommodate that number of students at one time, and interviews and observation point to students being provided work packets and sent home, or encouraged to attend only part of the day as space permits. This means it is possible HCCS is not offering the scheduled instructional minutes, or meeting the obligation of offering at least 80 percent of instructional time at the school site, or requiring students to physically attend for 80 percent of the time.

Recommendation: HCCS should review class sizes and ensure students are being offered appropriate class time in order to claim ADA. It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.

Finding 3: Student Attendance (HCCS)

During interviews with teachers and personal observations of classrooms, it was noted that students arrive and depart continuously during classes. Interviews indicated that a significant number of students simply check in and leave class without intending to attend, or are given packets and leave to work independently at home.

Recommendation: HCCS should review this practice, which is in conflict with its student handbook and the charter petition. It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.

Finding 4: Student Attendance (HCCS)

On August 9, 2023 and March 27, 2024, the College Oak site, located within a local mosque, was closed for staff development and Muslim holidays. Some students were provided one-day Independent Study packets. On June 29, 2024, SB 153 was signed into law and ended the

requirement for a minimum of three days for short-term Independent Study. On August 2, 2024, the California Department of Education released a letter confirming this change and indicated it was effective beginning with the 2024-25 school year. Since the three day minimum was in effect during the 2023-24 school year, ADA earned for these students is not allowable.

Recommendation: Short-term Independent study policies should be reviewed and revised as necessary. Revised 2023-24 P-2 and P-Annual reports should be prepared for HCCS, removing the days inappropriately claimed for each track.

Finding 5: Annual Instructional Minutes (HCCS)

The number of annual instructional minutes required at the high school level is 64,800. In 2022-23, while the "A" Track for students attending the PM schedule met the required days of instruction, the annual instructional minutes calculation was only 58,290, which is 6,510 minutes short of the number of minutes required.

Recommendation: HCCTS needs to review this finding with its auditor and TRUSD to determine whether an adjustment to ADA for 2022-23 should be filed and whether it would apply only to PM Track A or all grade levels served by HCCS. If an adjustment to all grade levels is required, that may represent an ADA reduction of 10.05% (58,290 divided by 64,800 equals 89.95%).

Finding 6: Retention of Records (HCCS)

Records documenting student attendance are required to be retained for three years after the end of the applicable school year per CCR Title 5, Sections 16020-16030. In addition to electronically scanning their attendance, students sign a manual register in the classroom. According to interviews, prior to 2023-24, these records were discarded at the end of the school year.

Recommendation: Manual sign-in student attendance registers should be maintained for three years after the end of the applicable school year.

Finding 7: Teacher of Record – Credentials (CICA)

According to "Maximizing ADA & Maintaining Compliance With Independent Study," published in 2020 by the California Association of School Business Officials (CASBO), one of the requirements for receiving apportionment for Independent Study is, "*A credentialed teacher assigned overall responsibility of the pupil's independent study (i.e. supervising teacher).*"

In addition, the IS Agreement must include, *"Dated signature of the pupil, parent/guardian, supervising teacher, and other persons responsible. (5 CCR Section 11702)"*

CASBO further states on Page 2.5:

The supervising teacher:

• *Must be certificated teacher employed by school district or county office claiming apportionment attendance (Education Code Section 51747.5 (a).*

During sampling of 2022-23 CICA ADA, two students were under IS Master Agreements signed by teachers who, according to the California Commission on Teacher Credentialing (CTC) website possessed only Certificates of Clearance. One student had 14 days of attendance claimed at P-2, while the other had 101 days claimed at P-2 under the IS Master Agreement in question. The teacher in the second instance received a certification on June 6, 2023; therefore, days reported between that date and the end of the school year may be claimed for Annual ADA.

During 2023-24, one student was under an IS Master Agreement in 2023-24 signed by a teacher who according to the CTC website possessed only a 30-day Substitute Teaching Permit. It is not clear whether this permit was valid at the time of the IS Master Agreement being signed. This potentially means some days were claimed for apportionment that should not have been.

Recommendation: HCCTS should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reports should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS to determine whether this represents a violation of the charter petition or MOU.

Finding 8: Student Attendance Records (CICA)

During 2022-23 and 2023-24, students were pre-marked for attendance apportionment for Independent Study, with the teacher tasked with changing the mark to non-apportionment if work was not turned in on time. Interviews with teachers indicated a lack of understanding on the part of many regarding responsibilities for determining student attendance in Long-Term Independent Study. It is not clear that all teachers understand the relationship between work product assigned and turned in and attendance, or the use of teacher judgement in determining the time value of assignments. From the teachers' perspective, there seemed to be a reliance on the Compliance Team checking for work samples as validation for attendance. This creates the possibility of over-claiming ADA.

Recommendation: While administration indicated that the practice of pre-populating attendance has been changed for 2024-25, this has not been tested and verified. TRUSD should verify with HCCTS that this practice has changed. Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.

Finding 9: Independent Study Master Agreements (CICA)

IS Master Agreements are reviewed with students during intake, with few teachers reviewing the IS Master Agreement and course expectations with the student prior to their signing it. Further, IS Master Agreements are provided to students in English only, even to those with little or no English skills, with Google Translate being used to facilitate the process.

Recommendation: IS Master Agreements should be made available to English learners in their own language, as well as in English. Teachers should be expected to review the IS Master Agreement with the student to ensure they understand expectations and are capable of performing in Independent Study before both sign the IS Master Agreement. Students should be

required to demonstrate appropriate English proficiency prior to entering into the IS Master Agreement.

Finding 10: Independent Study Master Agreements (CICA)

The IS Master Agreement indicates that students are required to report to their teacher through online messages, email, phone or in-person at least once per school day. The results of this study indicate this is not happening.

Recommendation: Student engagement as defined by the IS Master Agreement should be followed and enforced.

Finding 11: Independent Study Master Agreements (CICA)

Board Policy states that evaluation of student appropriateness for remaining in Independent Study is triggered in part by the student failing to complete three assignments. (BP 6158, 2a—Update July 2023) However, the Master Agreement states that the evaluation will be undertaken after two missed assignments. (Master Agreement-7/10/2023-7/1/2024, Board Policies section.)

Recommendation: Master Agreements should be revised to agree with Board Policy.

Finding 12: Independent Study Master Agreements (CICA)

During the sampling of attendance for the 2022-23 school year of twenty students, fifteen had Master Agreements with durations of July 11, 2022 to July 1, 2023. For the 2023-24 school year, all twenty sampled students signed agreements with durations of July 10, 2023 to July 1, 2024. Each school year ends on June 30. Master Agreements cannot have a duration longer than one school year.

Recommendation: Independent Study Master Agreements should be revised going forward to ensure that none have a duration longer than one school year.

Finding 13: Student Engagement Logs (CICA)

Student engagement logs are not being maintained by teachers in accordance with the Master Agreement and the State Audit Guide.

Recommendation: Student engagement logs should be maintained centrally and reflect contact with students as required by the State Audit Guide.

Finding 14: Change in Attendance Procedures (HCCTS)

Unlike Traditional K-12 school districts, Student Attendance processes and procedures are approved by the authorizing LEA rather than the California Department of Education. During 2022-23 and 2023-24, HCCS made numerous material changes to their procedures for collecting attendance and reporting ADA, particularly involving the “Brain” app, but did not inform TRUSD.

Recommendation: There is evidence of communication that HCCTS intends to inform TRUSD of changes in attendance policies and procedures moving forward and that there will be an agreed-upon process for doing so. In the future, any change in attendance software, process or procedure should be approved by TRUSD prior to implementation.

Finding 15: Internal Controls (HCCTS)

The reporting structure and internal controls around attendance were inadequate during the timeframe of the study. This resulted in multiple errors in attendance accounting, lack of training of teachers and staff, and inconsistency in documenting and verifying attendance reporting.

Recommendation: HCCTS should assign an employee to be responsible charter-wide for ensuring and enforcing attendance rules and procedures, and provide them with resources to ensure accurate reporting and coordination of training teachers and principals.

Finding 16: Attendance Calendar (HCCTS)

Students are enrolled in one of three tracks depending on start dates in July, August or September. However, these tracks are not exclusive to certain classrooms, and it appears that the reason for this is to maximize ADA for students who start in later tracks. There is no separate class or curriculum for these students, who are integrated into existing classrooms.

Recommendation: All students should be enrolled in one track, unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B and HS in Track C.

Finding 17: Student Attendance (HCCTS)

Teachers in the CTE program are to report student attendance to the supervising teachers in the CICA program, who then are to include that attendance in the student's record in PowerSchool. During interviews it was disclosed that this is often not happening, unless prompted by the CICA teacher.

Recommendation: It is recommended that HCCTS review expectations with CTE teachers and ensure that student attendance is being reported properly and promptly to the appropriate CICA teacher.

Finding 18: Board Policies (HCCTS)

At the time of the beginning of this study, nearly all board policies had not been updated since 2017. Administration began the process of reviewing and updating policies after this was suggested at the initial entrance meeting.

Recommendation: Review existing board policies and update as needed. Board policies should include a date of Board approval.

Finding 19: School Accountability Report Card (HCCTS)

There appear to be inconsistencies in enrollment and class sizes posted in the 2022-23 School Accountability Report Card (SARC), especially for HCCS.

Recommendation: The SARC should be reviewed for accuracy and compared to class rosters and reported attendance.

Finding 20: Charter School and Charter Authorizer Oversight Responsibilities (HCCTS and TRUSD)

Considering the unique nature of the programs and complexity of reporting requirements for HCCTS, additional oversight measures should be considered above the minimum Education Code requirements and those in the current MOU.

Recommendation: It is recommended that TRUSD thoroughly review the annual audit, the annual SARC, all ADA reporting documentation, student attendance calendars and class schedules, class sizes, IS Master Agreement templates, teacher credentials, and any and all procedural and internal control changes made by HCCTS as it relates to HCCS and CICA student attendance.

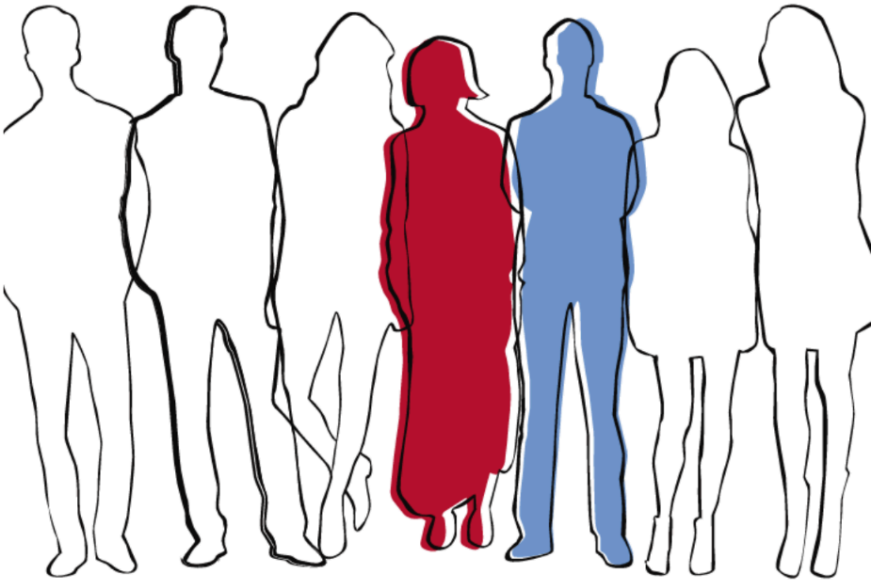
APPENDIX A

Highlands Community Charter and Technical Schools

Attendance Audit Response "*Attendance Review & Action Plan 2024-2026*"

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Attendance Review & Action Plan
2024-2026



1333 Grand Avenue, Sacramento, CA 95838
Authorized by: Twin Rivers Unified School District

Revised date: 02.27.2025

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Executive Summary

Attendance Integrity

TRUSD's findings confirmed there was no evidence of fraudulent attendance reporting at HCCTS as outlined on page 29: "*During on-site in-person interviews, teachers stated they do not mark any student present they or their para-educator have not seen, and none reported pressure to fabricate attendance, or inappropriate pressure to improve it"*. Interviews conducted by Dennis Snelling with teachers, paraeducators, and staff revealed no reports of pressure to fabricate or manipulate attendance records. Furthermore, there was no evidence that any student received more than one ADA (Average Daily Attendance) per year at HCCS or CICA.

Significant Findings

The report identified several areas where HCCTS needs improvement. Staff require training on attendance-taking and accountability procedures, and the organization lacks strong, centralized attendance policies. There are inconsistencies in independent study procedures and Master Agreements, along with errors in instructional minutes calculations, which resulted in one track at HCCS failing to meet the minimum required instructional minutes. Additionally, the use of improper attendance month calendars led to inaccurate ADA calculations.

Next Steps

HCCTS is fully committed to addressing all the findings and recommendations in the TRUSD Forensic Attendance Audit. New systems and procedures have been established to ensure compliance with all California Education Code, Title 5 regulations, and TRUSD oversight recommendations for attendance accounting for students enrolled in HCCS and CICA. An Attendance team has been established to facilitate accurate attendance accounting and accountability with HCCTS. HCCTS will complete the required steps for approval of our new attendance Standard Operating Procedures (SOP) by the end of this fiscal year as required by TRUSD.

HCCTS issues with some assertions in the TRUSD Attendance Audit

Despite providing evidence to the contrary, HCCTS found that several assertions in the final report remained unchanged. Notably, HCCTS had previously informed TRUSD about using "the Brain App" as an attendance tool.

Documentation providing this was presented in a 2022-2023 report drafted by TRUSD and sent to HCCTS. However, the TRUSD Attendance Audit lacks acknowledgment that this information was provided. For additional clarification, “the Brain App” as an attendance tool was discontinued on December 2, 2024.

You may find the comprehensive Student Attendance Review here.

Highlands Community Charter and Technical Schools Findings

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
1	HCCTS should use the twenty-day calendar months as required of charter schools by the ED Code in order to utilize the correct divisors in calculating P-2. HCCTS should recalculate P-2 with the correct divisors for both 22-23 and 23-24 and revise their P-2 reviews for HCCTS to both TRUSD and the State.	In the 2024-2025 school year HCCTS contracted with Charter Impact to assist in getting 20-day calendars set up correctly in PowerSchool to ensure correct divisors in calculating ADA for P-2. Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward. HCCTS will correct the divisors based on a 20-day calendar for 22-23 and will resubmit reviews to both TRUSD and CDE by March 15, 2025.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.
9	IS Master Agreements should be made available to English learners in their own language, as well as in	None.	In the 24-25 school year HCCTS will create translated Master	HCCTS will implement the translated Master Agreements in the 25-26

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	English. Teachers should be expected to review the IS Master Agreement with the student to ensure they understand expectations and are capable of performing in Independent Study before both sign the IS Master Agreement. Students should be required to demonstrate appropriate English proficiency prior to entering into the IS Master Agreement.		agreements available in the 5 most spoken languages: Spanish Dari/ Farsi Russian Ukrainian Pashto HCCTS will implement the translated Master Agreements in the 25-26 school year and identify if adding more languages is necessary.	school year and identify if adding more languages is necessary.
11	Master Agreements should be revised to agree with Board Policy.	HCCTS is reviewing the Independent Study Master Agreements with legal counsel.	HCCTS Leadership will revise Board Policy 6158 to agree with the Master Agreement.	Master Agreements will be implemented in the 2025-2026 school year.
14	There is evidence of communication that HCCTS intends to inform TRUSD of changes in attendance policies and procedures moving forward and that there will be an agreed-upon process for doing so. In the future, any change in attendance software, process or procedure should be approved by TRUSD prior to implementation.	Unlike traditional K-12 school districts, Student Attendance processes and procedures are approved by the authorizing LEA rather than the California Department of Education. During the 2022-23 and 2023-24, HCCS made numerous changes to the	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		procedures for collecting attendance reviewing and has informed TRUSD of these changes. Within the 2022-2023 TRUSD annual oversight review for HCCS, there is the following paragraph: *"This year HCCTS plans to increase the use of games in their homework assignments, especially for English Learners so they have fun ways to learn. They will also be expanding the use of the "Brain" application beyond collecting attendance and meeting compliance requirements to support the academic programs."*		
15	HCCTS should assign an employee to be responsible charter-wide for ensuring and enforcing attendance rules and procedures, and provide them with resources to ensure accurate reviewing and coordination of training teachers and Principals.	HCCTS has a board-approved job description for the Director of Attendance and Admissions position. HCCTS has filled this position. HCCTS is	1. The Director of Attendance will monitor the storage of the teacher's attendance for 3 years. 2. The Director of Attendance will ensure	HCCTS will have the Director of Attendance continue monitoring teacher attendance storage for three years, conduct regular audits to ensure no blanks in

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		currently interviewing for Attendance technicians and specialists.	there are regular audits of the attendance to make sure there are no blanks in PS. 3. The Director of Attendance will present new policies regarding attendance to teachers or those affected. The CBO will bring forth any new attendance policy changes and notify TRUSD if adopted.	PowerSchool, and present new attendance policies to teachers, with any adopted changes being communicated to TRUSD by the CBO.
18	Review existing board policies and update as needed. Board policies should include a date of Board approval.	1. HCCTS utilizes board management Diligent Community software to enhance public transparency and engagement and ensure that staff have access to final drafts with approval dates from the board. 2. Leadership has reviewed all board agendas and minutes. To date, HCCTS has revised 38 policies and removed 4 policies. The remaining 41 will be revised by June	1. Ongoing Review: Continue reviewing and updating existing board policies 2. Completion Timeline: Complete the review and update of all existing board policies by June 30, 2025. 3. Communication Plan: Once updated, communicate the revised policies to relevant staff and educational partners, emphasizing any major changes.	

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		30, 2025, to ensure comprehensive and accurate collection and tracking of all board policies. 3. HCCTS continues to identify needs for additional policy development. 4. All board policies have been reviewed to ensure that all approval dates are included.		
20	**It is recommended that TRUSD thoroughly review the annual audit, the annual SARC, all ADA reviewing documentation, student attendance calendars and class schedules, class sizes, IS Master Agreement templates, teacher credentials, and any and all procedural and internal control changes made by HCCTS as it relates to HCCTS student attendance.*	Leadership at HCCTS is in regular communication with TRUSD to ensure all oversight concerns are received and responded to. HCCTS' Chief Business Official meets regularly with TRUSD Executive Director of Fiscal Services of TRUSD regarding budgets, fiscal reviewing, and oversight fees. The Director of Accountability and Assessment	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, ADA reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, ADA reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		communicates with TRUSD regarding annual audits, LCAPs, updated policies, and enrollment reviews, and provides additional documentation needed for TRUSD oversight.		

**These findings are intended for TRUSD.*

Highlands Community Charter School Findings

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
2	HCCS should review class sizes and ensure students are being offered appropriate class time in order to claim ADA. **It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.*	HCCTS has contracted with a vendor to measure the classrooms and determine classroom capacities. HCCTS has drafted a classroom capacity policy. Building/Room Capacity is ready to be stored within PS once HCCS has that information.	HCCTS provides appropriate instructional minutes in order to claim ADA. Legal will review and provide feedback on the classroom capacity policy draft. The policy will be piloted and implemented by the end of the 2025-2026 school year. It will be adopted by June 30, 2025.	HCCS will implement the class size policy that was approved by the Board in 2024-2025.
3	A significant number of students simply check and leave without intending to attend. HCCS should address that. It is in conflict with its student handbook and the charter petition. **It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.*	HCCS has drafted a new bell schedule that is proposed for the 2025-2026 school year with only one track. HCCS is currently drafting a new attendance standard operating procedure that outlines student attendance.	HCCS will create an updated bell schedule with five periods. Teachers will take attendance for every period to better track when students are present and when students are absent. Associate Deputy Directors will present the new bell schedule to the HCCTS board for discussion in February 2025. HCCS will draft an attendance standard operating procedure where students must attend a	HCCS will ensure students attend a minimum percentage of offered minutes.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			minimum percentage of offered minutes to generate ADA. HCCTS will update the Student Handbook HCCTS will update all the attendance policies.	
4	Short-term IS policies should be reviewed and revised as necessary. Revised 2023-24 P-2 and P-Annual reviews should be prepared for HCCS, removing the days inappropriately claimed for each track.	The three-day minimum requirement for Independent Study does not apply to charter schools as they are exempt through Edc. code 47610. HCCS is exempt from Ed Code AB 130 section 53. Therefore there is no reason to revise it.	HCCS is currently reviewing short-term Independent Study policies with legal counsel.	HCCS is not offering Independent Study for classroom-based instruction.
5	The annual instructional minutes calculation was 4,500 minutes short of the number of minutes required. HCCS needs to review this finding with its auditor and TRUSD to determine whether an adjustment to ADA for 22-23 should be filed and whether it would apply only	None.	HCCS will review the Track A PM average daily attendance and refile it for an adjustment if calculations confirm that Track A PM was short on instructional minutes. HCCS will then resubmit ADA reviews to TRUSD and CDE by the beginning of the 2025–2026 school year. 4,500 is the correct deficit. The	None.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	to PM Track A or all grade levels served by HCCS. If an adjustment to all grade levels is required, that may represent an ADA.		document incorrectly suggests 6,510 minutes. HCCS will be able to factor this into the P2 adjustments above. HCCS will apply the reduction to ONLY night-time track A students unless otherwise directed.	
6	Manual sign-in student attendance registers should be maintained for three years after the end of the applicable school year.	On 11/21/24 the Associate Deputy Director overseeing Academics shared with teachers and paraeducators the paper attendance storage expectations: 1. Paper attendance rosters/ sign-in sheets will be used for every period and stored in the classroom. 2. Teachers will not destroy or dispose of any student attendance records. 3. Every year HCCS will collect all attendance records and store them for three years.	1. Training and Expectations: HCCS will provide clear training for all teachers and relevant staff on proper storage and retention of attendance registers for three years, emphasizing compliance with policy and timelines. Additionally, teachers will be given a written guide or checklist detailing acceptable storage practices (e.g., secure, dry, and accessible spaces). 2. Audits: The Attendance Director will conduct twice-a-year audits of classrooms to verify that attendance records are stored correctly and securely. 3. Alternative Storage	HCCS will implement a comprehensive plan to ensure proper storage and retention of attendance records. This includes training teachers and staff on storage practices, conducting bi-annual audits by the Attendance Director, providing alternative storage options for teachers with limited space, and onboarding new teachers on record-keeping procedures. Additionally, all training will require staff confirmation through signed acknowledgment.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			Options: Teachers lacking adequate storage space will coordinate with the Attendance Director to transfer their attendance registers to a centralized storage location maintained by the Attendance Department. 4. All new teachers will be onboarded on the process of maintaining their attendance records and where to store them for their class. 5. All training sessions will be accompanied by a confirmation of training for each staff member which must be signed.	
7	HCCS should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS	HCCS is not currently doing short-term independent study and will not do it for the 2024-2025 school year. It will only be implemented in the future if TRUSD approves the plan. Legal counsel is reviewing all independent study materials	Review the HCCS P2 short-term Independent Study average daily attendance and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher.	HCCS is not implementing short-term Independent Study in the seat-based school for the 2025-2026 school year.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	to determine whether this represents a violation of the charter petition or MOU.	and policies.	Resubmit adjusted reviews to CDE and TRUSD. Review the Charter Petition and Memorandum of Understanding with leadership and TRUSD to determine if this represents a violation of the Charter Petition or Memorandum of Understanding.	
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	The Associate Deputy Director overseeing Academics sent an email with the video training for teachers on how to print rosters. 2024-2025 Bell Schedule Video: How teachers can print roster reviews for each period	1. The Director of Instruction and Professional Learning will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Instruction and Professional Learning will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Instruction and Professional Learning will coordinate with the Director of Attendance to flag any teachers who are not taking attendance correctly repeatedly and provide more	HCCS will ensure all teachers are continuing to receive training on proper attendance procedures.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	HCCTS is reviewing the Independent Study Master Agreements with legal counsel.	HCCS will not offer Independent Study in the remainder of the 2024-2025 school year.	HCCS will not offer Independent Study in the 2025-2026 school year.
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	None.	For the 2024-2025 school year, no action will be taken.	HCCS will implement a single attendance track beginning in the 2025-2026 school year. This track will begin on 8/11 to align with the start of the Twin Rivers school year. All tracks will meet the minimum number of instructional minutes as outlined in Education Code 47612.5.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
17	It is recommended that HCCS review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly to the appropriate HCCS teacher.	All internal CTE teachers have been trained on entering daily attendance.	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are regularly updated. 4. The attendance specialists	HCCS will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			and the attendance technician leads are trained.	
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	The HCCS SARC was approved by the Board on January 23, 2024. The HCCS SARC contains all required school data as well as additional information regarding class sizes and graduation rates.	None.	The 2025-26 HCCS SARC will contain all required information, it will be both accurate and complete.

**These findings are intended for TRUSD.*

California Innovative Career Academy Findings

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
7	CICA should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS to determine whether this represents a violation of the charter petition or MOU.	CICA has given credentialing access to the Special Projects Coordinator as part of the CICA Independent Study compliance	Review the CICA P2 short-term Independent Study ADA and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher. Resubmit adjusted reviews to CDE and TRUSD. Review Charter Petition and MOU with leadership and TRUSD to determine if this represents a violation of the charter petition or MOU.	CICA will continue to review and verify that all Independent Study Master Agreements are signed by a properly credentialed supervising teacher. The Director of Accountability and Assessment will collaborate with TRUSD to ensure the alignment with the charter petition and MOU.
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	CICA has implemented pacing guides in compliance with AB 130, creating a document that records students' work products along with the time taken to complete them A training for teachers regarding attendance was	1. The Director of Independent Study under the direction of the Associate Deputy Director will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Independent Study under	1. The training recorded for current teachers regarding attendance will be available in Google Classroom anytime for all teachers. 2. The Director of CICA will continue to ensure that all new teachers have been trained on how to take attendance during their

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		held in August 2024, followed by another training for them that was completed in December 2024. Furthermore, any redesignation of a teacher or new teacher must complete a training with the compliance team.	the direction of the Associate Deputy Director will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Independent Study under the direction of the Associate Deputy Director will coordinate with the Director of Attendance to flag any teachers that are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	onboarding process. 3. The Director of CICA, will coordinate with the Director of Attendance to flag any teachers who are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	HCCTS is reviewing the Independent Study Master Agreements with legal counsel. A training for teachers by the compliance team was held in August 2024, followed by another training for them that was completed in December 2024.	1. An HCCTS Associate Deputy Director will contact Procopio regarding potential updates to CICA's master agreement to see if the language regarding daily student communication can be removed. 2. Under the Direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained on Independent Study master agreements and the student requirements during mandatory Professional Development days in May and August of each year. All training sessions will be accompanied by a confirmation of training for each staff member. 3. Principals will monitor the teachers to ensure that teachers are reviewing their Independent Study	The Director of CICA will ensure that teachers continue to be trained on Independent Study Master Agreements and the student requirements during the Professional Development days by the Compliance Team. Principals will continue to monitor the teachers to ensure that they are reviewing their Independent Study documents correctly including making sure that the students are turning in the correct documents, flagging any teachers who have issues or questions, and any students who did not turn in the correct documents and make respective updates. Communication with the student is essential as well.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			documents correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well.	
12	Independent Study Master Agreements should be revised going forward to ensure that none have a duration longer than one school year.	None.	1. CICA's Special Projects Coordinator for independent study compliance will ensure the Independent Study Master Agreement is revised so that every new student beginning February 17, 2025 has a duration of no more than one school year in the 2024-2025 school year. 2. Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.	Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
13	Student engagement logs should be maintained centrally and reflect contact with students as required by the State Audit Guide.	The compliance team has held trainings for CICA teachers and retrained all teachers in August of the 24-25 school year.	1. Under the direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained on student engagement logs and the student requirements during the Professional Development days in May. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the	1. The Director of CICA, along with the Special Projects Coordinator for compliance will continue to ensure that teachers are trained on student engagement logs and the student requirements during the Professional Development days in May and August. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well. 3. Students who do not

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			student is essential as well. 3. Students who do not comply with Independent Study Master Agreements will be evaluated for their participation in the program, and if found ineligible, will be disenrolled.	comply with Independent Study Master Agreements will be evaluated for participation in the program, and if found ineligible, will be disenrolled.
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	For the 2024-2025 school year, no action will be taken.	CICA will define the summer track dates.	CICA will move to a single track for attendance in the 2025-2026 school year.
17	It is recommended that HCCS review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly to the appropriate HCCS teacher.	The Director of CTE has begun reviewing all attendance practices and policies to better understand where each program needs to improve. The Deputy Director is looking into how other schools with CTE programs track and monitor attendance for CTE programs and how to	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily	CICA will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		incorporate attendance practices into MOUs moving forward.	attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are regularly updated. 4. The attendance specialists and the attendance technician leads are trained.	
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	The CICA SARC has been reviewed. The SARC for 2023-2024 includes additional information that is not required by CDE as it pertains to class size data.	None.	The 2024-2025 CICA SARC will contain all required information, it will be both accurate and complete.

All Findings - HCCTS - HCCS - CICA

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
1	HCCTS should use the twenty-day calendar months as required of charter schools by the ED Code in order to utilize the correct divisors in calculating P-2. HCCS should recalculate P-2 with the correct divisors for both 22-23 and 23-24 and revise their P-2 reviews for HCCS to both TRUSD and the State.	**HCCTS**	In the 2024-2025 school year HCCTS contracted with Charter Impact to assist in getting 20-day calendars set up correctly in PowerSchool to ensure correct divisors in calculating ADA for P-2. Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward. HCCTS will correct the divisors based on a 20-day calendar for 22-23 and will resubmit reviews to both TRSUD and CDE by March 15, 2025. HCCTS will correct the divisors based on a 20-day calendar for 23-24 and will resubmit reviews to both TRSUD and CDE by March 15, 2025.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
2	HCCS should review class sizes and ensure students are being offered appropriate class time in order to claim ADA. **It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.*	**HCCS**	HCCTS has contracted with a vendor to measure the classrooms and determine classroom capacities. HCCTS has drafted a classroom capacity policy. Building/Room Capacity is ready to be stored within PS once HCCTS has that information.	HCCTS provides appropriate instructional minutes in order to claim ADA. Legal will review and provide feedback on the classroom capacity policy draft. The policy will be piloted and implemented by the end of the 2025-2026 school year. It will be adopted by June 30, 2025.	HCCS will implement the class size policy that was approved by the Board in 2024-2025.
3	A significant number of students simply check and leave without intending to attend. HCCS should address that. It is in conflict with its student handbook and the charter petition. **It is further recommended that TRUSD review this discrepancy with HCCTS*	**HCCS**	HCCS has drafted a new bell schedule that is proposed for the 2025-2026 school year with only one track. HCCS is currently drafting a new attendance SOP that outlines student attendance.	HCCS will create an updated bell schedule with five periods. Teachers will take attendance for every period to better track when students are present and when students are absent.	HCCS will ensure students attend a minimum percentage of offered minutes.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	to determine whether this represents a violation of the charter petition or MOU.			ADDs will present the new bell schedule to the HCCTS board for discussion in February 2025 HCCS will draft an attendance SOP where students must attend a minimum percentage of offered minutes to generate ADA. HCCTS will update the Student Handbook HCCTS will update all the attendance policies	
4	Short-term IS policies should be reviewed and revised as necessary. Revised 2023-24 P-2 and P-Annual reviews should be prepared for HCCS, removing the days inappropriately claimed for each track.	**HCCS**	The three-day minimum requirement for Independent Study does not apply to charter schools as they are exempt through Edc. code 47610. HCCS is exempt from Ed Code AB 130 section 53.	HCCS is currently reviewing our HCCS short-term independent Study policies with legal counsel.	HCCS is not offering Independent Study for classroom-based instruction.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			Therefore there is no reason to revise it.		
5	The annual instructional minutes calculation was 4,500 minutes short of the number of minutes required. HCCS needs to review this finding with its auditor and TRUSD to determine whether an adjustment to ADA for 22-23 should be filed and whether it would apply only to PM Track A or all grade levels served by HCCS. If an adjustment to all grade levels is required, that may represent an ADA.	**HCCS**	None.	HCCS will review the Track A PM ADA and refile it for an adjustment if calculations confirm that Track A PM was short on instructional minutes. HCCS will then resubmit ADA reviews to TRUSD and CDE by the beginning of the 2025–2026 school year. 4,500 is the correct deficit. The document incorrectly suggests 6,510 minutes. HCCS will be able to factor this into the P2 adjustments above and will apply the reduction to ONLY night-time track A students unless otherwise directed.	None.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
6	Manual sign-in student attendance registers should be maintained for three years after the end of the applicable school year.	**HCCS**	On November 21, 2024, the Associate Deputy Director overseeing Academics shared with teachers and paraeducators the paper attendance storage expectations: 1. Paper attendance rosters/ sign-in sheets will be used for every period and stored in the classroom. 2. Teachers will not destroy or dispose of any student attendance records. 3. Every year HCCS will collect all attendance records and store them for three years.	1. Training and Expectations: HCCS will provide clear training for all teachers and relevant staff on proper storage and retention of attendance registers for three years, emphasizing compliance with policy and timelines. Additionally, teachers will be given a written guide or checklist detailing acceptable storage practices (e.g., secure, dry, and accessible spaces). 2. Audits: The Attendance Director will conduct twice-a-year audits of classrooms to verify that attendance records are stored correctly and securely.3. Alternative Storage Options: Teachers lacking adequate storage space will coordinate with the Attendance Director to transfer their attendance	HCCS will implement a comprehensive plan to ensure proper storage and retention of attendance records. This includes training teachers and staff on storage practices, conducting bi-annual audits by the Attendance Director, providing alternative storage options for teachers with limited space, and onboarding new teachers on record-keeping procedures. Additionally, all training will require staff confirmation through signed acknowledgment.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				registers to a centralized storage location maintained by the Attendance Department. 4. All new teachers will be onboarded on the process of maintaining their attendance records and where to store them for their class. 5. All training sessions will be accompanied by a confirmation of training for each staff member which must be signed.	
7	HCCS should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. **It is further recommended that TRUSD review this issue with HCCTS to determine whether this*	**HCCS**	HCCS is not currently doing short-term independent study and will not do it for the 2024-2025 school year. It will only be implemented in the future if TRUSD approves the plan. Legal counsel is reviewing all independent study materials and policies.	Review the HCCS P2 short-term Independent Study ADA and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher. Resubmit adjusted reviews to CDE and TRUSD. Review Charter Petition	HCCS is not implementing short-term Independent Study in the seat-based school for the 2025-2026 school year.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	represents a violation of the charter petition or MOU.			and MOU with leadership and TRUSD to determine if this represents a violation of the charter petition or MOU.	
7	CICA should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS to determine whether this represents a violation of the charter petition or MOU.	**CICA**	CICA has given credentialing access to the Special Projects Coordinator as part of the CICA Independent Study compliance.	Review the CICA P2 short-term Independent Study ADA and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher. Resubmit adjusted reviews to CDE and TRUSD. Review Charter Petition and MOU with leadership and TRUSD to determine if this represents a violation of the charter petition or MOU.	1. The training recorded for current teachers regarding attendance will be available in Google Classroom anytime for all teachers. 2. The Director of CICA will continue to ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of CICA will coordinate with the Director of Attendance to flag any teachers that are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	**HCCS**	The Associate Deputy Director overseeing Academics sent an email with the video training for teachers on how to print rosters. 2024-2025 Bell Schedule Video: How teachers can print roster reviews for each period.	1. The Director of Instruction and Professional Learning will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Instruction and Professional Learning will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Instruction and Professional Learning will coordinate with the Director of Attendance to flag any teachers who are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training	HCCS will ensure all teachers are continuing to receive training on proper attendance procedures.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	**CICA**	CICA has implemented pacing guides in compliance with AB 130, creating a document that records students' work products along with the time taken to complete them A training for teachers regarding attendance was held in August 2024, followed by another training for them that was completed in December 2024. Furthermore, any redesignation of a teacher or new teacher must complete a training with the compliance team.	1. The Director of Independent Study under the direction of the Associate Deputy Director will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Independent Study under the direction of the Associate Deputy Director will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Independent Study under the direction of the Associate Deputy Director will coordinate with the Director of Attendance to flag any teachers that are	1. The training recorded for current teachers regarding attendance will be available in Google Classroom anytime for all teachers. 2. The Director of CICA will continue to ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of CICA will coordinate with the Director of Attendance to flag any teachers that are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	
9	IS Master Agreements should be made available to English learners in their own language, as well as in English. Teachers should be expected to review the IS Master Agreement with the student to ensure they understand expectations and are capable of performing in Independent Study before both sign the IS Master Agreement. Students	**HCCTS**	None.	In the 24-25 school year HCCTS will create translated Master agreements available in the 5 most spoken languages: Spanish Dari/ Farsi Russian Ukrainian Pashto HCCTS will implement the translated Master	HCCTS will implement the translated Master Agreements in the 25-26 school year and identify if adding more languages is necessary.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	should be required to demonstrate appropriate English proficiency prior to entering into the IS Master Agreement.			Agreements in the 25-26 school year and identify if adding more languages is necessary.	
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	**HCCS**	HCCTS is reviewing the Independent Study Master Agreements with legal counsel.	HCCS will not offer Independent Study for the remainder of the 2024-2025 school year.	HCCS will not offer Independent Study in the 2025-2026 school year.
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	**CICA**	HCCTS is reviewing the IS Master Agreements with legal counsel. A training for teachers by the compliance team was held in August 2024, followed by another training for them that was completed in December 2024.	1. An HCCTS Associate Deputy Director will contact Procopio regarding potential updates to CICA's master agreement to see if the language regarding daily student communication can be removed. 2. Under the Direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained	The Director of CICA will ensure that teachers continue to be trained on IS master agreements and the student requirements during the Professional Development days by the Compliance Team. Principals will continue to monitor the teachers to ensure that they are reviewing their IS documents correctly including making sure that the

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				on IS master agreements and the student requirements during mandatory Professional Development days in May and August of each year. All training sessions will be accompanied by a confirmation of training for each staff member. 3. Principals will monitor the teachers to ensure that teachers are reviewing their IS documents correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well.	students are turning in the correct documents, flagging any teachers who have issues or questions, and any students who did not turn in the correct documents and make respective updates. Communication with the student is essential as well.
11	Master Agreements should be revised to agree with	**HCCTS**	HCCTS is reviewing the IS Master Agreements with	HCCTS Leadership will revise Board Policy 6158	Master Agreements will be implemented in the

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	Board Policy.		legal counsel.	to agree with the Master Agreement.	2025-2026 school year.
12	Independent Study Master Agreements should be revised going forward to ensure that none have a duration longer than one school year.	**CICA**	None.	1. CICA's Special Projects Coordinator for independent study compliance will ensure the Independent Study Master Agreement is revised so that every new student beginning February 17, 2025 has a duration of no more than one school year in the 2024-2025 school year. 2. Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.	CICA Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.
13	Student engagement logs should be maintained centrally and reflect contact with students as required by the State Audit Guide.	**CICA**	The compliance team has held trainings for CICA teachers and retrained all teachers in August of the 24-25 school year.	1. Under the direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained	1. The Director of CICA along with the Special Projects Coordinator for compliance will continue to ensure that teachers are trained on student engagement logs and the student requirements

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				on student engagement logs and the student requirements during the Professional Development days in May. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well. 3. Students who do not comply with IS Master Agreements will be	during the Professional Development days in May and August. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well. 3. Students who do not comply with IS Master Agreements will be evaluated for participation in the program, and if found ineligible, will be

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				evaluated for their participation in the program, and if found ineligible, will be disenrolled.	disenrolled.
14	There is evidence of communication that HCCTS intends to inform TRUSD of changes in attendance policies and procedures moving forward and that there will be an agreed-upon process for doing so. In the future, any change in attendance software, process or procedure should be approved by TRUSD prior to implementation.	**HCCTS**	Unlike traditional K-12 school districts, Student Attendance processes and procedures are approved by the authorizing LEA rather than the California Department of Education. During 2022-23 and 2023-24, HCCS made numerous changes to procedures for collecting attendance reviewing and has informed TRUSD of these changes. Within the 2022-2023 TRUSD annual oversight review for HCCS, there is the following paragraph: *"This year HCCTS plans to increase the use of games in their homework assignments, especially for English Learners so they*	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			have fun ways to learn. They will also be expanding the use of the "Brain" application beyond collecting attendance and meeting compliance requirements to support the academic programs."		
15	HCCTS should assign an employee to be responsible charter-wide for ensuring and enforcing attendance rules and procedures, and providing them with resources to ensure accurate reviewing and coordination of training teachers and Principals.	**HCCTS**	HCCTS has a board-approved job description for the Director of Attendance and Admissions position. HCCTS has filled this position. HCCTS is currently interviewing for Attendance technicians and specialists.	1. The Director of Attendance will monitor the storage of the teacher's attendance for 3 years. 2. The Director of Attendance will ensure there are regular audits of the attendance to make sure there are no blanks in PS. 3. The Director of Attendance will present new policies regarding attendance to teachers or those affected. The CBO will bring forth any new attendance policy changes and notify TRUSD if adopted.	HCCTS will have the Director of Attendance continue monitoring teacher attendance storage for three years, conduct regular audits to ensure no blanks in PowerSchool, and present new attendance policies to teachers, with any adopted changes being communicated to TRUSD by the CBO.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	**HCCS**	None.	For the 2024-2025 school year, no action will be taken.	HCCS will implement a single attendance track beginning in the 2025-2026 school year. This track will begin on 8/11 to align with the start of the Twin Rivers school year. All tracks will meet the minimum number of instructional minutes as outlined in Education Code 47612.5.
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	**CICA**	For the 2024-2025 school year, no action will be taken.	CICA will define summer track dates.	CICA will move to a single track for attendance in the 2025-2026 school year.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
17	It is recommended that CICA review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly by the appropriate CICA teacher.	**CICA**	The Director of CTE has begun reviewing all attendance practices and policies to better understand where each program needs to improve. The Deputy Director is looking into how other schools with CTE programs track and monitor attendance for CTE programs and how to incorporate attendance practices into MOUs moving forward.	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are	CICA will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				regularly updated. 4. The attendance specialists and the attendance technician leads are trained.	
17	It is recommended that HCCS review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly to the appropriate HCCS teacher.	**HCCS**	All internal CTE teachers have been trained on entering daily attendance.	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly	HCCS will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are regularly updated. 4. The attendance specialists and the attendance technician leads are trained.	
18	Review existing board policies and update as needed. Board policies should include a date of Board approval.	**HCCTS**	1. HCCTS utilizes board management Diligent Community Software to enhance public transparency and engagement and ensure that staff have access to final drafts with approval dates from the board. 2. Leadership has reviewed all board agendas and minutes. To date, HCCTS revised 38 policies and removed 4 policies. The remaining 41 will be revised by June	1. Ongoing Review: Continue reviewing and updating existing board policies 2. Completion Timeline: Complete the review and update of all existing board policies by June 30, 2025. 3. Communication Plan: Once updated, communicate the revised policies to relevant staff and educational partners, emphasizing any major changes.	HCCTS will continue to review and update all existing board policies when needed. If updated, HCCTS will communicate the revised policies to relevant staff and educational partners.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			30, 2025, to ensure comprehensive and accurate collection and tracking of all board policies. 3. HCCTS continues to identify needs for additional policy development. 4. All board policies have been reviewed to ensure that all approval dates are included.		
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	**HCCS**	The HCCS SARC was approved by the Board on January 23, 2024. The HCCS SARC contains all required school data as well as additional information regarding class sizes and graduation rates.	None.	The 2025-26 HCCS SARC will contain all required information, it will be both accurate and complete.
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	**CICA**	The CICA SARC has been reviewed. The SARC for 2023-2024 includes additional information that is not required by CDE as it	None.	The 2024-2025 CICA SARC will contain all required information, it will be both accurate and complete.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			pertains to class size data.		
20	**It is recommended that TRUSD thoroughly review the annual audit, the annual SARC, all ADA reviewing documentation, student attendance calendars and class schedules, class sizes, IS Master Agreement templates, teacher credentials, and any and all procedural and internal control changes made by HCCTS as it relates to HCCS and CICA student attendance.*	**HCCTS**	Leadership at HCCTS is in regular communication with TRUSD to ensure all oversight concerns are received and responded to. HCCTS' CBO meets regularly with the TRUSD Executive Director of Fiscal Services of TRUSD regarding budgets, fiscal reviewing, and oversight fees. The Director of Accountability and Assessment communicates with TRUSD regarding annual audits, LCAPs, updated policies, and enrollment reviews, and provide additional documentation needed for TRUSD oversight.	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, ADA reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, average daily attendance reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.

**These findings are intended for TRUSD.*

HCCTS Attendance Standard Operating Procedures (SOP)s

Between August 2024 and January 2025, HCCTS has drafted new attendance policies and procedures. These procedures have been aligned with state requirements and all recommendations have been built into the new attendance processes. The drafts of the attendance SOPS for HCCS and CICA will be sent to Dennis Snelling, HCCTS external Auditors, and legal counsel. Once approved by HCCTS' external auditor and corrections have been made, HCCTS will submit them to the HCCTS Board of Directors for approval. Once approved by the HCCTS board, they will be sent to TRUSD. During the remainder of the 2024-2025 school year, entering daily attendance and following the new attendance protocols will be the primary areas of focus.

School Accountability Report Cards (SARCs)

2023-2024 HCCS SARC
2023-2024 CICA SARC

Glossary of Terms

ADA	Average Daily Attendance
CBO	Chief Business Official
CDE	California Department of Education
CICA	California Innovative Career Academy, independent study program
CTE	Career Technical Education- Classes, programs, and pathways that lead students to the workforce. Includes programs such as medical assisting, truck driving, Certified Nursing Assistant, and early childhood education.

Diligent Community (formerly known as Board Docs)	A software system that organizes policies and board agendas
Eide Bailey	External Auditors contracted by HCCTS to perform annual audits
HCCS	Highlands Community Charter School, seat-based adult-serving high school program
HCCTS	Highlands Community Charter and Technical Schools. A non-profit administering both HCCS and CICA
IS	Independent Study
LCAP	Local Control Accountability Plan
MOU	Memorandum of Understanding
PowerSchool (PS)	Comprehensive Student Information System used by HCCTS to enter attendance, grades, credits, and other student information
SARC	School Accountability Report Card
SOP	Standard Operating Procedure
TRUSD	Twin Rivers Unified School District

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Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

February 19, 2025

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

RE: Request for Information – CICA Instructional Minutes
TRUSD Replay to HCCTS Response Dated 11/26/2024

Dear Mr. McGuire:

As the authorizing entity for the California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On October 30, 2024 Sharilyn Warta, District Project Manager, sent an email to Melissa Roberson, HCCTS Director of Accountability and Assessment, regarding the instructional minutes for CICA. By correspondence, HCCTS replied to Ms. Warta on November 26, 2024.

Action Required

- In the enclosed November 26 letter, you state that HCCTS submitted updated pacing guides to its legal counsel on November 7, 2024 "to evaluate the extent of the time combination of the time value of pupil work products or the value of the work product and participation in synchronous instruction, as applicable by grade level, as outlined in EC Section 51747.5; 51749.6." The District requests an update regarding the status of this review.

Physical Address: 5115 Dudley Blvd. • McClellan, CA 95652
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- Please include with your update documentation that demonstrates the minimum number of instructional days and minutes are being met as required by California Education Code and/or applicable California Code of Regulations for each grade level served.

Within **10 calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information and records responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Your response should be directed to the District for my attention. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:
HCCTS Response dated November 26, 2024

cc.
Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreón, Chief Human Resources Official, TRUSD, C, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 24, 2025

Via Email

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652
Ryan.digiulio@trusd.net

Re: Response to TRUSD's February 19, 2025 Request for Information Regarding CICA Instructional Minutes

Dear Mr. DiGiulio:

In accordance with Education Code section 47604.3, we strive to promptly respond to all reasonable inquiries from Twin Rivers Unified School District ("District") as our charter authorizer. On February 19, 2025, HCCTS received a written request from the District for information and records regarding CICA instructional minutes, instructing HCCTS to provide within 10 calendar days a timeline for when HCCTS would expect to provide the requested information and records. On February 20, 2025, which was within 10 calendar days, HCCTS staff informed the District that we would provide responsive information and records by April 25, 2025. On February 21, 2025, the District requested that we respond by March 24, 2025, and we agreed to the revised timeline. Accordingly, HCCTS now responds to the District's February 19, 2025 requests.

1. Status Update on Legal Counsel Review

The District requested the following: *"In the enclosed November 26 letter, you state that HCCTS submitted updated pacing guides to its legal counsel on November 7, 2024 "to evaluate the extent of the time combination of the time value of pupil work products or the value of the work product and participation in synchronous instruction, as applicable by grade level, as*

outlined in EC Section 51747.5; 51749.6." The District requests an update regarding the status of this review."

HCCTS has continued to work on its pacing guides and consult with legal counsel as needed. Please see our discussion under item 2 below for additional context about the pacing guides.

2. Documentation Reflecting Compliance with Instructional Time Requirements

The District requested the following: *"Please include with your updated documentation that demonstrates the minimum number of instructional days and minutes are being met as required by California Education Code and/or applicable California Code of Regulations for each grade level served."*

Charter schools are required to provide at least 175 days of instruction per year. (5 C.C.R. § 11960(b).) The enclosed school calendar reflects that CICA is scheduled to provide more than 175 instructional days in the 2024-25 school year at 204 days.

Charter schools must also offer a minimum number of minutes of instruction per year in accordance with the grade levels they serve. Charter schools are required to offer at least 64,800 annual instructional minutes to pupils in grades 9-12. (Ed. Code, § 47612.5.) Unlike school districts, charter schools are not subject to minimum daily instructional minute requirements.

Pursuant to CICA's charter petition, a student's grade level is determined based on their past transcripts, CASAS assessment performance, and age at the time of admission. Students at CICA are placed at the high school grades 9, 10, and 12. As further context, all courses at CICA are standards-based. Students are expected to meet the applicable grade level standards before being promoted to the next grade level. When a student completes a course at CICA—i.e., satisfactorily completes sufficient pupil work products or both satisfactorily completes sufficient pupil work products and participates in synchronous instruction in accordance with Education Code section 51747.5, the student has met the same course standards that a student in an equivalent site-based program would be required to meet. Thus, a full course load at CICA has an equivalent time value and, therefore, constitutes the same minimum instructional minutes as in a site-based program under Education Code section 47612.5.

Enclosed are the school's internal pacing guides for core curriculum courses offered by CICA, which are each one semester long. A full course load at CICA consists of five courses per semester. As evidenced by the enclosed pacing guides, the average time value assigned for successful completion of each course is approximately 125 hours (i.e., tutorial completion hours combined with guided notes completion hours). Accordingly, where a student enrolls in and

successfully completes a full course load for two consecutive semesters, CICA would have offered, and such student would have completed approximately 75,000 instructional minutes per year, which is above the 64,800 annual instructional minute requirement.

We look forward to sharing our plans for the 2025-26 school year in the near future. Please let me know if the District requests other forms of documentation demonstrating compliance, do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org for any follow-up questions.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Enclosure: CICA 2024-25 School Calendar
Pacing Guides for Core Curriculum Courses

cc: Steve Martinez, Superintendent, steve.martinez@trusd.net
Gina Carreón, Chief Human Resources Official, gina.carreon@trusd.net
Marci Bernard, Interim Associate Superintendent, marci.bernard@trusd.net

Algebra 1A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Variables and Expressions (1 credit)							
Week 1	Exponential Expressions	7.25	1.75	20	0:00	14	5
Week 1	Using Variables	7.25	1.75	17	0:00	14	5
Week 1	Properties of Operation	7.25	1.75	18	1:47	15	5
Unit 2: Expressions and Equations (1 Credit)							
Week 2	Problems with Equations	7.25	1.75	14	0:00	8	5
Week 2	Problems with Inequalities	7.25	1.75	16	1:31	13	5
Week 2	Real-World Expressions	7.25	1.75	16	0:00	15	5
Unit 3: Utilizing Expressions and Equations (1 credit)							
Week 3	Equations in the Real World	7.25	1.75	19	0:00	14	5
Week 3	Inequalities as Constraints	7.25	1.75	26	3:13	19	5
Week 3	Quantitative Relationships	7.25	1.75	22	2:59	11	5
Unit 4: Exponents (1 Credit)							
Week 4	Properties of Exponents	11	1.5	21	0:17	6	5
Week 4	Introduction to the Pythagoreum Theorum	11	1.5	21	4:38	20	5
Unit 5: Polynomials (1 Credit)							
Week 5	Adding and Subtracting Polynomials	5.5	0.75	32	5:56	8	5
Week 5	Multiplying Polynomials	5.5	0.75	28	3:47	7	5
Week 5	Factoring Polynomials Part:1	5.5	0.75	30	5:38	10	5
Week 5	Factoring Polynomials Part:2	5.5	0.75	27	2:57	10	5

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Final Credit(s):
End Date:

Algebra 1B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Ratios and Rates (1 credit)							
Week 1	Introduction to Ratios	5.5	0.75	22	2:13	10	5
Week 1	Rates	5.5	0.75	17	0:00	12	5
Week 1	Tables of Ratios	5.5	0.75	20	0:00	14	5
Week 1	Applications of Rates	5.5	0.75	15	1:07	11	5
Unit 2: Proportions and Statistics (1 Credit)							
Week 2	Ratios and Rates as Percentages	7.25	1.75	18	0:00	10	5
Week 2	Measurement Units and Ratio Conversions	7.25	1.75	16	1:32	10	5
Week 2	Visual Representations of Data	7.25	1.75	35	13:49	25	5
Unit 3: Graphing Review (1 credit)							
Week 3	The Coordinate Plane	5.5	0.75	25	2:09	14	5
Week 3	The Coordinate Plane in the Real World	5.5	0.75	15	0:00	17	5
Week 3	Slope	5.5	0.75	19	5:28	20	5
Week 3	Equations of a Line	5.5	0.75	20	2:01	23	5
Unit 4: Solving Systems of Equations (1 Credit)							
Week 4	Solving Systems of Linear Equations Graphically	7.25	1.75	18	1:11	19	5
Week 4	Solving Systems of Linear Equations Algebraically	7.25	1.75	23	4:13	18	5
Week 4	Solving Problems with Systems of Linear Equations	7.25	1.75	19	2:13	21	5
Unit 5: Complex Systems (1 Credit)							
Week 5	Solutions to Linear Equations	11	1.5	19	6:49	19	5
Week 5	Systems of Inequalities	11	1.5	22	0:17	9	5

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Final Credit(s):
End Date:

Earth Science A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Introduction to Science (1 credit)							
Week 1	What is Science	11	1.5	34	8:09	11	5
Week 1	Matter and Energy	11	1.5	40	7:02	18	5
Unit 2: Earth and Space Systems (1 Credit)							
Week 2	Earth and Space Systems	11	1.5	36	8:51	15	5
Week 2	Gravity's Role in the Universe	11	1.5	39	5:33	18	5
Unit 3: Planets and Moons (1 credit)							
Week 3	The Sun-Earth-Moon System	11	1.5	54	3:46	18	5
Week 3	The Planets	11	1.5	43	7:44	17	5
Unit 4: Earth's Cycles (1 Credit)							
Week 4	Weathering and Erosion	11	1.5	44	11:06	16	5
Week 4	The Rock Cycle	11	1.5	33	3:35	11	5
Unit 5: A Changing Planet (1 Credit)							
Week 5	Plate Tectonics	11	1.5	44	11:01	17	5
Week 5	Earth's Changing Surface	11	1.5	41	11:42	13	5

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Final Credit(s):
End Date:

Earth Science B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Earth Systems (1 credit)							
Week 1	The Cycles of Earth	11	1.5	46	9:30	13	5
Week 1	Natural Resources	11	1.5	45	6:51	15	5
Unit 2: Weather and Climate (1 Credit)							
Week 2	The Uneven Heating of Earth	11	1.5	44	5:54	10	5
Week 2	The Mechanics of Weather	11	1.5	46	7:47	19	5
Unit 3: Earth's Changing Climate (1 credit)							
Week 3	Earth's Structures and Climate	11	1.5	40	7:46	15	5
Week 3	The Mechanics of Climate Change	11	1.5	51	6:40	18	5
Unit 4: Natural DIsasters (1 Credit)							
Week 4	Technology and the Changing Earth	11	1.5	48	2:56	22	5
Week 4	Natural Hazards	11	1.5	47	6:10	19	5
Unit 5: Human impact and Solutions (1 Credit)							
Week 5	The Human Population	11	1.5	42	7:02	19	5
Week 5	Taking Care of Our Planet	11	1.5	42	8:08	20	5

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Final Credit(s):
End Date:

Economics

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Personal Finance (1 credit)							
Week 1	Financial Planning	5.5	0.75	28	1:17	8	5
Week 1	Managing Income and Expenses	5.5	0.75	38	5:45	6	5
Week 1	Banking	5.5	0.75	31	4:06	10	5
Week 1	Using Credit	5.5	0.75	35	3:35	11	5
Unit 2: Introduction to Economics (1 Credit)							
Week 2	Scarcity and Opportunity	11	1.5	34	9:15	23	5
Week 2	Economic Systems	11	1.5	51	5:20	32	5
Unit 3: Free Market and Businesses (1 credit)							
Week 3	Supply and Demand	7.25	1.75	56	4:39	32	5
Week 3	Business Structures	7.24	1.75	46	2:50	24	5
Week 3	Labor	7.25	1.75	52	4:50	23	5
Unit 4: Government (1 Credit)							
Week 4	The Role of Government	11	1.5	45	4:32	38	5
Week 4	Costs and Benefits of Government	11	1.5	46	5:56	19	5
Unit 5: Regulations (1 Credit)							
Week 5	Market Structures	11	1.5	59	7:54	19	5
Week 5	Taxation	11	1.5	51	5:34	29	5

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Final Credit(s):
End Date:

English A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	total number of application questions	total number of mastery test questions
Unit 1: Language Structure and Function - Nouns (1 credit)								
Week 1	What is a Noun	5	0	22	0:00	10	5	5
Week 1	Identifying Subjects	5	0	23	0:00	13	5	5
Week 1	Types of Nouns	5	0	44	0:00	18	5	15
Week 1	How Nouns are Used	5	0	62	0:00	31	5	5
Unit 2: Language Structure and Function - Nouns and Verbs(1 Credit)								
Week 2	What is a Verb	4	0	25	0:00	11	5	5
Week 2	Parts of Verbs	4	0	46	0:00	23	5	10
Week 2	Recognizing Verbs	4	0	50	0:00	26	5	5
Week 2	Subject and Verb Agreement	4	0	85	0:00	50	5	5
Week 2	Nouns and Verbs and Number	4	0	39	0:00	22	5	5
Unit 3: Language Structure and Function - Pronouns (1 credit)								
Week 3	What is a Pronoun	3.6	0	32	0:00	16	5	5
Week 3	The Pronoun: Replacement for a Noun	3.6	0	53	0:00	16	5	15
Week 3	Personal Pronouns	3.6	0	32	0:00	20	5	5
Week 3	Nouns, Pronouns and Gender	3.6	0	31	0:00	21	5	5
Week 3	Making Nouns and Pronouns Agree in Sentences	3.6	0	35	0:00	21	5	5
Week 3	How Pronouns are Used	3.6	0	53	0:00	33	5	5
Week 3	Pronoun and Antecedant Agreement	3.6	0	67	0:00	29	5	5
Unit 4: Language Structure and Function - Adjectives and Adverbs (1 Credit)								
Week 4	Recognizing Adjectives	4	0	35	0:00	16	5	5
Week 4	More about Adjectives	4	0	42	0:00	22	5	10
Week 4	Identifying Adverbs	4	0	37	0:00	18	5	5
Week 4	More about Adverbs	4	0	38	0:00	21	5	10
Week 4	Learning About Prepostions	4	0	25	0:00	15	5	5
Unit 5 :Language Structure and Function - Punctuation (1 Credit)								
Week 5	The Basics of Punctuation	3.6	0	30	0:00	9	5	5
Week 5	Capital Letters	3.6	0	43	0:00	22	5	5
Week 5	Proper Nouns and Capitals	3.6	0	36	0:00	24	5	5
Week 5	Commas 1	3.6	0	30	0:00	10	5	5
Week 5	Colons and Semicolons	3.6	0	36	0:00	15	5	5
Week 5	Quotation Marks	3.6	0	30	0:00	15	5	5
Week 5	Sentence Fragments	3.6	0	27	0:00	13	5	5

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Final Credit(s):
End Date:

English B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of application questions	Total number of mastery test questions
Unit 1: Reading Skills: Main Idea and Supporting Details (1 credit)								
Week 1	Identifying the Main Idea 1	6.25	0	27	0:00	9	5	5
Week 1	Identifying the Main Idea 2	6.25	0	33	0:00	10	5	5
Week 1	Locating Supporting Details	6.25	0	23	0:00	6	5	5
Week 1	Details that Support the Main Idea	6.25	0	33	0:00	19	5	5
Unit 2: Reading Skills: Context, Structure, and Logic (1 Credit)								
Week 2	Chronological and Logical Order	6.25	0	27	0:00	15	5	5
Week 2	Cause and Effect Relationships	6.25	0	31	0:00	15	5	5
Week 2	Vocabulary: Meaning from Context	6.25	0	43	0:00	24	5	5
Week 2	Reading Strategies	5.5	0.75	25	0:19	6	0	5
Unit 3: Narratives (1 credit)								
Week 3	Understanding Plot	6.25	0	25	0:00	11	5	5
Week 3	Setting	6.25	0	23	0:00	12	5	5
Week 3	Characterization	5.5	0.75	35	3:35	11	0	5
Week 3	Writing a Narrative	5.5	0.75	30	0:19	13	0	5
Unit 4: Persuasion, Rhetoric, and Writing an Argumentative Text (1 Credit)								
Week 4	Identifying Elements of Persuasion	5.5	0.75	48	2:18	18	0	5
Week 4	Analyzing Rhetoric	5.5	0.75	28	0:19	27	0	5
Week 4	Defend or Challenge Claims	5.5	0.75	28	0:19	10	0	5
Week 4	Composing Argumentative Texts	5.5	0.75	32	0:19	13	0	5
Unit 5 : Business English (1 Credit)								
Week 5	What is Business Writing?	5.5	0.75	40	0:19	11	0	5
Week 5	Writing a Positive Message	5.5	0.75	36	1:02	10	0	5
Week 5	Writing a Negative Message	5.5	0.75	29	0:44	7	0	5
Week 5	Writing a Persuasive Message	5.5	0.75	31	1:19	11	0	5

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Final Credit(s):
End Date:

English C

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of questions	Total number of application questions	Total number of mastery test questions
Unit 1: Writing Style and Structure (1 credit)								
Week 1	Effective Writing	3.56	0	57	0:00	25	5	5
Week 1	The Topic Sentence	3.56	0	41	0:00	22	5	5
Week 1	Order of Sentences in Paragraphs	3.56	0	47	0:00	20	5	5
Week 1	Improving Structure in Paragraphs	3.56	0	49	0:00	29	5	5
Week 1	Paragraph Development and Organization	3.56	0	34	0:00	13	5	5
Week 1	The Writing Process	3.56	0	41	0:00	11	0	0
Week 1	From Ideas to Sentences	3.56	0	54	0:00	7	0	0
Unit 2: Researching Part 1 (1 Credit)								
Week 2	Crafting a Research Question and Developing a Plan	11	1.5	32	0:19	16	0	5
Week 2	Gathering Information Using Keywords and Phrases	11	1.5	33	0:19	14	0	5
Unit 3: Researching Part 2 (1 credit)								
Week 3	Evaluating Sources to Determine Usefulness and Connections to the Research Topic	11	1.5	41	0:19	20	0	5
Week 3	Evaluating Sources for Credibility and Reliability	11	1.5	54	0:19	33	0	5
Unit 4: Research Writing Part 1 (1 Credit)								
Week 4	Analyzing Structural Elements of an Expository Text to Develop an Outline	11	1.5	41	0:19	21	0	5
Week 4	Synthesizing and Citing Sources to Develop a Paper	11	1.5	46	0:19	17	0	5
Unit 5 : Research Writing Part 2 (1 Credit)								
Week 5	Strengthening Writing through Editing, Revision, and Feedback	11	1.5	42	0:19	18	0	5
Week 5	Creating a Multimedia Presentation	11	1.5	36	2:45	19	0	5
		[redacted]						

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Final Credit(s):
End Date:

Life Science A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	total number of questions	Total number of mastery test questions
Unit 1: Introduction to Cells (1 credit)							
Week 1	Methods of Science	11	1.5	35	6:24	18	5
Week 1	Cells: The Basic Units of Life	11	1.5	37	2:58	15	5
Unit 2: Body Systems (1 Credit)							
Week 2	Tissues, Organs, and Systems	11	1.5	41	2:30	19	5
Week 2	Sensory Receptors	11	1.5	41	2:52	17	5
Unit 3: Organism Development and Reproduction (1 credit)							
Week 3	The Growth and Development of Organisms	11	1.5	36	7:50	16	5
Week 3	Types of Reproduction	11	1.5	37	3:01	17	5
Unit 4: Introduction to Genetics(1 Credit)							
Week 4	Introduction to Genes	11	1.5	38	6:30	17	5
Week 4	Genetic Mutations	11	1.5	37	2:31	18	5
Unit 5 : Genetic Selection and Diversity (1 Credit)							
Week 5	Natural Selection	11	1.5	37	5:37	15	5
Week 5	Genetic Diversity	11	1.5	42	2:53	15	5

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Final Credit(s):

End Date:

Pre-Algebra A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of practice questions	Total number of mastery test questions
Unit 1: Fundamental Math Skills (1 credit)								
Week 1	Understanding Whole Numbers: 0 through 10	3.14	0.43	25	0:00	10	10	5
Week 1	Greater Than, Less Than, Equal To	3.14	0.43	28	0:00	8	10	5
Week 1	Understanding Place Value: Thousands	3.14	0.43	25	0:00	3	10	5
Week 1	Proper Fractions and Improper Fractions	3.14	0.43	27	0:00	5	10	5
Week 1	Adding Two 2-Digit Numbers: Sums Greater Than 99	3.14	0.43	37	0:00	10	10	5
Week 1	Subtracting a 1-Digit Number from a 2-Digit Number	3.14	0.43	27	0:00	3	10	5
Week 1	Multiplying a 2-Digit Number by a 1-Digit Number	3.14	0.43	33	0:00	7	10	5
Week 1	Division Basic Facts	3.14	0.43	27	0:00	4	10	5
Unit 2: Fraction Concepts (1 Credit)								
Week 2	Renaming Improper Fractions as Whole or Mixed Numbers	5.5	0.75	32	0:00	7	10	5
Week 2	Renaming Mixed Numbers as Improper Fractions	5.5	0.75	33	0:00	10	10	5
Week 2	Simplifying Fractions	5.5	0.75	41	0:00	12	10	5
Week 2	Working with Common Denominators and the Least Common Denominator	5.5	0.75	38	0:00	11	10	5
Unit 3: Adding and Subtracting Fractions (1 credit)								
Week 3	Adding and Subtracting Fractions: Like Denominators	5.5	0.75	31	0:00	6	10	5
Week 3	Adding and Subtracting Fractions: Unlike Denominators	5.5	0.75	39	0:00	9	10	5
Week 3	Adding Mixed Numbers	5.5	0.75	36	0:00	11	10	5
Week 3	Subtracting Mixed Numbers: Like Denominators	5.5	0.75	30	0:00	9	10	5
Unit 4: Multiplying and Dividing Fractions, Intro to Decimals (1 Credit)								
Week 4	Multiplying Two Fractions	4.4	0.6	35	0:00	7	10	5
Week 4	Multiplying Whole Numbers and Mixed Numbers	4.4	0.6	33	0:00	9	10	5
Week 4	Understanding Decimal Place Value: Tenths and Hundredths	4.4	0.6	37	0:00	8	10	5
Week 4	Relating Decimals, Fractions, and Mixed Numbers	4.4	0.6	32	0:00	6	10	5
Week 4	Comparing and Ordering Decimals	4.4	0.6	41	0:00	3	10	5
Unit 5 : Operations with Decimals (1 Credit)								
Week 5	Rounding Decimals	4.4	0.6	27	0:00	4	10	5
Week 5	Adding and Subtracting Decimals	4.4	0.6	34	0:00	4	10	5
Week 5	Multiplying Decimals	4.4	0.6	31	0:00	6	10	5
Week 5	Multiplying Decimals by 10 or 100	4.4	0.6	35	0:00	11	10	5
Week 5	Dividing a 2-Digit Number by 10 or 100	4.4	0.6	28	0:00	6	10	5

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Final Credit(s):
End Date:

Pre-Algebra B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of practice questions	Total number of mastery test questions
Unit 1: Working with Percents(1 credit)								
Week 1	Understanding Percent	5.5	0.75	27	0:00	6	10	5
Week 1	Relating Fractions, Decimals, and Percents	5.5	0.75	35	0:00	7	10	5
Week 1	Finding a Percent of a Whole Number	5.5	0.75	23	0:00	3	10	5
Week 1	Finding a Percent of a Decimal Number	5.5	0.75	25	0:00	2	10	5
Unit 2: Measurement (1 Credit)								
Week 2	Measuring Length: Metric Units	5.5	0.75	30	0:00	6	10	5
Week 2	Measuring Length: Customary Units	5.5	0.75	30	0:00	6	10	5
Week 2	Telling Time to the Minute	5.5	0.75	43	0:00	8	10	5
Week 2	Measuring Temperature: Fahrenheit	5.5	0.75	31	0:00	6	10	5
Unit 3: Visualizing Numbers (1 credit)								
Week 3	The Number Line	4.4	0.6	17	0:00	13	0	5
Week 3	Absolute Values	4.4	0.6	14	0:00	14	0	5
Week 3	Ordering Values in the Real World	4.4	0.6	18	0:00	16	0	5
Week 3	Inequalitites on the Number Line	4.4	0.6	18	1:42	14	0	5
Week 3	Positive and Negative Rational Numbers	4.4	0.6	15	0:00	14	0	5
Unit 4: Ratios, Proportions, and Probability (1 Credit)								
Week 4	Understanding Ratio	4.4	0.6	26	0:00	6	10	5
Week 4	Equivalent Ratios	4.4	0.6	23	0:00	2	10	5
Week 4	Solving Proportions	4.4	0.6	32	0:00	8	10	5
Week 4	Understanding Proportion	4.4	0.6	28	0:00	6	10	5
Week 4	Introduction to Probability	4.4	0.6	19	6:09	10	0	5
Unit 5 : Geometry Basics (1 Credit)								
Week 5	Lines, Parts of Lines, and Angles	4.4	0.6	26	0:00	5	10	5
Week 5	Area: Counting Square Units	4.4	0.6	26	0:00	3	10	5
Week 5	Calculating the Area of Rectangles and Squares	4.4	0.6	31	0:00	1	10	5
Week 5	Calculating the Area of Triangles	4.4	0.6	27	0:00	4	10	5
Week 5	Calculating the Volume of a Rectangular Prism	4.4	0.6	26	0:00	2	10	5

\

Final Credit(s):

End Date:

U.S. Government

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Foundations of US Democracy (1 credit)							
Week 1	Comparing Government Systems	11	1.5	35	1:17	6	5
Week 1	The Development of US Democracy	11	1.5	28	10:11	10	5
Unit 2: Founding Documents of Democracy (1 Credit)							
Week 2	The Declaration of Independence and the Articles of Confederation	11	1.5	23	7:33	10	5
Week 2	The Constitution and the Bill of Rights	11	1.5	39	6:41	12	5
Unit 3: Branches and Levels of Government (1 credit)							
Week 3	The Legislative Brach	7.25	1.75	36	10:14	15	5
Week 3	The Executive Branch	7.24	1.75	42	15:14	10	5
Week 3	The Judicial Branch	7.25	1.75	46	15:47	18	5
Unit 4: Citizenship and Civic Participation (1 Credit)							
Week 4	Local, State, and National Government	7.25	1.75	41	9:36	10	5
Week 4	Political Parties, Elections, and Elected Officials	7.24	1.75	42	7:17	13	5
Week 4	Citizenship and Civic Participation	7.25	8:27	30	827	8	5
Unit 5 : Foreign and Domestic Policy (1 Credit)							
Week 5	Foreign Policy	11	1.5	28	9:59	10	5
Week 5	Dometic Policy	11	1.5	24	15:24	10	5

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Final Credit(s):

End Date:

U.S. History A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Foundations of a Nation (1775-1877) (1 credit)							
Week 1	Clarifying Big Ideas: Continuity and Change	7.25	0	23	0:00	3	N/A
Week 1	The Founding of the United States	7.25	1.5	42	1:13	12	5
Week 1	The Nation Goes to War	7.25	1.5	55	0:14	20	5
Unit 2: Industrializing the Nation (1877-1914) (1 Credit)							
Week 2	Clarifying Big Ideas: Primary and Secondary Sources	7.25	0	32	0:00	7	N/A
Week 2	Industrialization and Innovation	7.24	1.5	47	0:14	15	5
Week 2	Westward Expansion	7.25	1.5	52	0:14	15	5
Unit 3: A Nation Reforms (1877-1914) (1 credit)							
Week 3	Clarifying Big Ideas: Understanding Point of View, Bias, and Frame of Reference	7.25	0	23	0:00	4	N/A
Week 3	Politics and Government in the Gilded Age	7.24	1.5	55	0:00	11	5
Week 3	The Progressive Era	7.25	1.5	37	2:14	13	5
Unit 4: A Nation Goes to War (1 Credit)							
Week 4	Clarifying Big Ideas: Analyzing a Historical Argument	7.25	0	23	0:00	4	N/A
Week 4	The US in World War I	7.24	1.5	57	4:14	23	5
Week 4	The Roaring 20's	7.25	1.5	54	2:06	16	5
Unit 5 : A Tumultuous Nation (1929-1945) (1 Credit)							
Week 5	Clarifying Big Ideas: Making a Historical Argument	7.25	0	27	0:00	5	N/A
Week 5	FDR, the United States, and the Second New Deal	7.24	1.5	51	0:14	18	5
Week 5	The United States and World War II	7.25	1.5	53	5:23	14	5

\
Final Credit(s):
End Date:

U.S. History B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: A Nation Emerges (1945-1960) (1 credit)							
Week 1	Clarifying Big Ideas: Analyzing Quantitative Data	7.25	0	30	0:00	7	N/A
Week 1	Postwar US and the Cold War at Home	7.24	1.5	43	9:42	15	5
Week 1	Conflicts of the 1950s	7.25	1.5	55	1:29	24	5
Unit 2: A More Equal Nation (1960-1968) (1 Credit)							
Week 2	Clarifying Big Ideas: Understanding Causality	7.25	0	28	0:00	4	N/A
Week 2	Civil Rights Movements of the 1960s	7.24	1.5	61	0:14	17	5
Week 2	The Cold War Heats Up	7.25	1.5	50	0:14	17	5
Unit 3: A Nation in Turmoil (1968-1980) (1 credit)							
Week 3	Clarifying Big Ideas: Conducting Historical Research	7.25	0	23	0:00	4	N/A
Week 3	The Continued Fight for Civil Rights	7.24	1.5	65	0:14	13	5
Week 3	Vietnam: A Quagmire of a War	7.25	1.5	53	0:14	13	5
Unit 4: A Nation Takes the Lead (1980-1992) (1 Credit)							
Week 4	Clarifying Big Ideas: Making Historical Comparisons	7.25	0	20	0:00	3	N/A
Week 4	The End of the Cold War	7.24	1.5	45	0:14	16	5
Week 4	The Bush Administration	7.25	1.5	41	0:14	11	5
Unit 5 : The Modern Nation (1992-2021) (1 Credit)							
Week 5	Clarifying Big Ideas: Communicating Ideas	7.25	0	24	0:00	3	N/A
Week 5	The Bush Administration and the War on Terror	7.24	1.5	48	0:14	19	5
Week 5	The Obama Administration	7.25	1.5	70	1:47	19	5

\
Final Credit(s):
End Date:

World History A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: The Age of Revolutions (1 credit)							
Week 1	The English Civil War and the Glorious Revolution	11	1.5	47	4:59	11	5
Week 1	The Enlightenment	11	1.5	41	8:05	8	5
Unit 2: The Rise of Industry (1 Credit)							
Week 2	The Agricultural Revolution	11	1.5	31	7:02	11	5
Week 2	The Industrial Revolution	11	1.5	41	8:06	12	5
Unit 3: The Rise of Nationalism and Imperialism (1 credit)							
Week 3	The Rise of Nationalism	11	1.5	39	11:10	10	5
Week 3	Imperialism in Africa, India, and the Middle East	11	1.5	46	2:25	9	5
Unit 4: World War I (1 Credit)							
Week 4	The Great War	11	1.5	51	7:39	8	5
Week 4	World War I Ends	11	1.5	34	5:30	6	5
Unit 5 : World War II (1 Credit)							
Week 5	Between the Wars	11	1.5	54	5:17	11	5
Week 5	War Breaks Out	11	1.5	52	6:32	7	5

\
Final Credit(s):
End Date:

World History B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: The US Enters the War (1 credit)							
Week 1	The War in Europe and the Pacific	11	1.5	53	6:58	11	5
Week 1	The Holocaust and Other Atrocities	11	1.5	50	6:11	9	5
Unit 2: The End of World War II (1 Credit)							
Week 2	The Allies Win	11	1.5	55	7:58	13	5
Week 2	The Rise of Communist Governments	11	1.5	36	4:31	10	5
Unit 3: The Cold War (1 credit)							
Week 3	The Cold War Spreads	11	1.5	49	4:36	10	5
Week 3	The Cold War Ends	11	1.5	43	9:45	9	5
Unit 4: Postcolonialism (1 Credit)							
Week 4	The End of Empires in Asia	11	1.5	49	8:48	13	5
Week 4	Decolonization in Africa	11	1.5	51	7:17	12	5
Unit 5 : A Changing Globe (1 Credit)							
Week 5	Revolution and Reaction in the Americas	11	1.5	49	9:34	6	5
Week 5	Nationalism in the Middle East	11	1.5	48	6:37	10	5

\
Final Credit(s):
End Date:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2024-2025 Academic School Calendar

July 2024

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

August 2024

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

September 2024

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

October 2024

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

November 2024

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

December 2024

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

January 2025

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

February 2025

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

March 2025

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

April 2025

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

May 2025

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

June 2025

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

First/Last Day of School | **Teacher Work Day/No School** | **Holiday/No School** | **No School** | **End of Term**

Important Dates and School Holidays

July 1 - 5	Summer Break
Aug 7 - 9	Staff Development Days
Sept 2	Labor Day
Nov 11	Veterans Day
Nov 25 - 29	Thanksgiving Break
Dec 23 - Jan 3	Winter Break
Jan 20	Martin Luther King Jr. Day
Feb 17	Presidents' Day
Mar 31	César Chávez Day
Apr 14 - 18	Spring Break
May 5 - 6	Staff Development Days
May 26	Memorial Day
June 19	Juneteenth

From: Dennis Snelling
To: Sharilyn.Warta
Subject: Re: Links
Date: Saturday, May 10, 2025 7:03:50 AM
Attachments: image002.png
image003.png
image001.png
image004.png

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.

Report Suspicious

Shari, after our conversation I thought more about the 2022-23 minutes issue in the Final Report. I guess they could argue that the reason for the 10 minute break is that they had 290 continuous minutes of instruction. We could still argue about it, but at this point I am fine with granting them that HCCS was 4000 minutes short rather than 6000. But they were still short for their PM schedule. So, on my differentiated oversight spreadsheet, you can drop the requirement for a revised 2022-23 bell schedule (if applicable), and just leave it as a revised P-2 ADA. They need to show that their P-2 revision includes that shortfall in minutes. Let me know if you have any questions.

On Fri, May 9, 2025, 1:09 PM Dennis Snelling <dwsnelling@gmail.com> wrote:

> Shari--so in reviewing Highlands' March 24 response to TRUSD regarding CICA, I noted the following:
>
> - Is Highlands using Course-Based Independent Study delivery (CBIS)?
> - If so, is there documentation of board action that has been taken in compliance with E.C. 51749.5?
> - I also note that the hours listed for each course are not totaled at the bottom of each course sheet
> - There is no explanation in the letter for assignments during weeks that might have less than five school days and how that would work--overall there is an inadequate explanation in reading these "pacing guides."
> - Are all students required to carry a full workload? It appears that if all students take five courses each semester they would meet instructional minutes, but there is no actual calculation provided, requiring assumptions to be made.
> - There appear to be typos for some of the courses--some show 7.24 for versus 7.25 for some of the assignments. English A has no time valuation for guided notes--don't know if this is correct or a typo, no explanation why this course would total 103.2 hours. English C shows Tutorial Completion for Week 1 of 3.56 hours per assignment? Pre-Algebra A shows 3.14 hours per assignment for 8 assignments and 0.43 for Guided hours? Total hours is 128.56...seems to need an explanation.
> - Assuming this is CBIS, I don't know if these course pacing guides contain all of the information that would need to be certified by the board. (Again the letter does not

address if this is CBIS.)

- Cannot verify 204 days based on the calendar attached to the response. The start date on the calendar is July 8, that would be more than 204 days. Are there still multiple tracks in 2024-25? If so, wouldn't there need to be separate calendars?
- If they have moved to a CBIS delivery, does this require a material revision of the charter?

In short, I see more questions raised than answered.

Hope this answers your question--although it kind of adds to the list of questions overall.

On Fri, May 9, 2025 at 10:52 AM Dennis Snelling <dwsnelling@gmail.com> wrote:

209-918-5775

On Fri, May 9, 2025 at 10:51 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

Can you resend me your cell number?

Shari Warta

Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590

From: Dennis Snelling <dwsnelling@gmail.com>
Sent: Friday, May 9, 2025 10:51 AM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: Links

Passing Periods/Breaks and Instructional Minutes (page 15):

https://www.cde.ca.gov/fg/it/documents/ma8606.pdf

2024-25 Guidance from CDE (slide 16):

https://www.cde.ca.gov/fg/it/documents/aaitwebinar24.pdf

Differences between IS and CBIS:

https://www.cde.ca.gov/sp/eo/is/ismodalitiescht.asp

Audit Guide March 1, 2025:

https://eaap.ca.gov/wp-content/uploads/sites/281/2025/02/Audit-Guide-March-1-2025.pdf

Ed Code 51749,5 and 51749.6:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=4.&chapter=5.&part=28.&lawCode=EDC&title=2.&article=5.5.

Bell Schedule 2025-26:

https://hccts.diligent.community/document/a638ab25-e055-41b0-b8ca-a1feb564b145/

2023 -24

SCHOOL ACCOUNTABILITY REPORT CARD

California Innovative Career Academy



Reported Using Data from
the 2023–24 School Year
California Department of Education

916.844.2283

CICA.HCCTS.ORG



School Accountability Report Card

Reported Using Data from the 2023–24 School Year
California Department of Education

For California Innovative Career Academy (CICA)
Address: 1333 Grand Ave Sacramento, CA 95838
Principal: Bill McGuire
Phone: 916-844-2283
Grade Span: 9-12

Executive Director's Message

This year's School Accountability Report Card (SARC) comes at a pivotal moment for Highlands Community Charter and Technical Schools (HCCTS). Oversight agencies have identified areas for improvement in reporting practices and data transparency, and we welcome this opportunity to refine our systems and deepen accountability. We see these challenges not as setbacks but as opportunities to demonstrate our growth and reaffirm our commitment to integrity, without compromising the student-centered mission that defines our schools.

The SARC has been required for LEAs since 1988. In all my years in public education, I have not encountered a formal review of a SARC by the California Department of Education (CDE). Despite this unprecedented review, we have approached this year's SARC as an opportunity to set a new standard. The 2023–24 SARC reflects what I believe to be a fully compliant document, demonstrating enhanced data reporting, clearer narratives, and transparent explanations for areas we are improving. This effort represents a cross-departmental commitment to align our processes with expectations while preserving the integrity of our unique program model.

HCCTS serves adults aged 22 and older who do not yet possess a U.S. high school diploma. To meet the diverse needs of our community, HCCTS operates two schools, CICA and Highlands Community Charter School (HCCS) through a number of resource centers across the region. These sites reflect our commitment to accessibility and equity. The site list on the following pages is current for the 2024–2025 academic year. While many of the mandated charts and tables required by CDE are not applicable to our schools, as they were designed for traditional K–12 programs, we remain committed to compliance where possible. However, compliance alone is not the measure of our success. Our focus remains on student outcomes, represented by the high standards, rigorous programs, and holistic support services highlighted in this report.

CICA is more than a school—it is a testament to resilience, opportunity, and transformation. Our students, many of whom have faced barriers to education, embody what is possible when schools meet learners where they are and support them relentlessly as they pursue their educational goals.

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

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Site List

CICA SITE LIST 2024-25

1. **Florin Rd. |** 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd. |** 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany))*
3. **Marysville Blvd. |** 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*
4. **O St. |** 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont |** *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle |** 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST 2024-25

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(Combining Folsom 1 & 2)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*
6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST 2024-25

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

EXTERNAL CTE SITE LIST 2024-25

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834
3. **Federico |** 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed |** 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek |** 4330 Watt Ave., Sacramento, CA

CLOSED SITES 2024-25

1. **Bowling |** 7171 Bowling Drive, Sacramento, CA 95823 (CICA)
2. **Fair Oaks 2 |** 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
3. **Folsom 2 |** 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
4. **Marysville 2 |** 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
5. **S. Lake Tahoe |** 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

CLOSED SITES 2023-24

1. **Lao Family - Oakland |** 2325 East 12th St, Oakland, CA 94601
2. **Lao Family - Oakland 2 |** 8480 Edes Avenue, Oakland, CA 94621 ***(No Students Enrolled)***

CICA SITES UNTIL...

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))* (06-30-23)
2. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)* (03-21-2024)
3. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)* (06-30-24)
4. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 (06-30-23)

About This School

Table 1: District Contact Information (School Year 2024–25)

*Entire table - data provided by the CDE **(DPC)***

Entity	Contact Information
District Name	Twin Rivers Unified
Phone Number	916-566-1600
Superintendent	Dr. Steven Martinez
Email Address	steve.martinez@trusd.net
Website	www.trusd.net

Table 2: School Contact Information (School Year 2024–25)

*Entire table - data provided by the CDE **(DPC)***

Entity	Contact Information
School Name	California Innovative Career Academy
Street	1333 Grand Ave.
City, State, Zip	Sacramento, CA, 95838
Phone Number	916-844-2283
Principal	Bill McGuire
Email Address	bill.mcguire@hccts.org
Website	www.hccts.org
Grade Span	9-12
County-District-School (CDS) Code	34-76505-0139584

Table 3: School Description and Mission Statement (School Year 2024–25)

*Narrative provided by the LEA **(DPL)***

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

Student Learning Outcomes:
At California Innovative Career Academy, students will: 1. Demonstrate measurable achievements each term through assessment. 2. Make progress toward their career goals. 3. Use technology to communicate for personal and academic use.

Table 4: Student Enrollment by Grade Level (School Year 2023–24)
*Entire table - data provided by the CDE **(DPC)***

Grade Level	Number of Students
Kindergarten	-
Grade 1	-
Grade 2	-
Grade 3	-
Grade 4	-
Grade 5	-
Grade 6	-
Grade 7	-
Grade 8	-
Grade 9	1,802
Grade 10	391
Grade 11	-
Grade 12	987
Total Enrollment	3,180

Meeting the Needs of English Learners Through Equitable Access
Prior to November 2020, HCCTS classified English Learner Development (ELD) students as 1st and 2nd graders to align instruction with language acquisition needs.

However, this classification unintentionally limited access to core graduation requirements and Career Technical Education (CTE) programs, creating inequities between native speakers and non-native speakers.

To address these barriers and promote equity, HCCTS submitted a growth application in November 2020 to reclassify all students as 9th–12th graders. This change ensures that:

- IHS students earn high school credits aligned with graduation requirements.
- Students have access to CTE programs, career pathways, and postsecondary preparation opportunities. IHS students have appropriate access to some programs based on language acquisition.
- All students are treated as high school learners, reflecting HCCTS' commitment to equity and educational access.

HCCTS remains dedicated to serving English Learners through targeted academic support, personalized instruction, and comprehensive services that honor the diverse needs of its adult learner population.

Table 5: Student Enrollment by Student Group (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Student Group	Percent of Total Enrollment
Female	72.60%
Male	27.20%
Non-Binary	0.20%
American Indian or Alaska Native	0.20%
Asian	11.50%
Black or African American	9.50%
Filipino	0.20%
Hispanic or Latino	17.20%
Native Hawaiian or Pacific Islander	0.40%
Two or More Races	6.60%
Unknown/Other	0.40%
White	54.00%
English Learners	0.00%***/75.70%****
Foster Youth	0.00%*****
Homeless	14.30%
Migrant	0.00%*****
Socioeconomically Disadvantaged	94.20%
Students with Disabilities	0.00%*****

**ADEL not counted by CDE here.*
***ADEL per "EL Funding Eligible" on CalPADS 1.17 report.*

CICA serves adult learners aged 22 years and older through its WASC-accredited, K–12 charter school program, offering high school diplomas and a standards-aligned curriculum. While our internal data indicates that 75.7% of our students are English Learners, the California Department of Education (CDE) reports this figure as 0.0% due to classification rules used in state-level accountability measures.

Specifically, California's Longitudinal Pupil Achievement Data System (CALPADS) excludes students aged 22 and older from the English Learner (EL) count used for certain reporting purposes. Instead, they are classified as Adult English Learners (ADEL). This exclusion reflects a technical classification, not the actual language acquisition needs of our students or the services we provide.

To ensure compliance and transparency, CICA follows all CDE reporting requirements while also maintaining internal data systems to monitor and support the language development needs of our students. Our commitment to serving English Learners is demonstrated through targeted instructional programs, workforce development partnerships, and personalized support services.

We encourage educational partners to view both sets of data—state-reported and internally tracked—as complementary, reflecting CICA's unique mission and our unwavering dedication to equity, access, and opportunity for all students.

Table 5A: CICA 3-Year Demographic Highlights

*Entire table - data provided by the LEA **(DPL)***

By Census Day:

2021-22	2022-23	2023-24
1. United States (394)	1. Afghanistan (551)	1. United States (786)
2. Afghanistan (153)	2. United States (532)	2. Afghanistan (739)
3. Mexico (74)	3. Ukraine (442)	3. Ukraine (610)
4. Russia (40)	4. Russia (265)	4. Russia (506)
5. Ukraine (14)	5. Mexico (144)	5. Mexico (192)
6. Vietnam (8)	6. Moldova (29)	6. Moldova (37)
7. Guatemala (7)	7. Kazakhstan (22)	7. Kazakhstan (29)
7. US Islands (7)	8. El Salvador (19)	8. Uzbekistan (25)
9. El Salvador (6)	9. Uzbekistan (15)	9. Belarus (22)
10.Kazakhstan/China (5)	10. Guatemala (12)	10. El Salvador (21)
Other (67)	Other (171)	Other (213)

Bridging Inequality through Access and Opportunity

CICA stands as a safe haven for learners from across the globe, reflecting a mission to eradicate educational inequality by providing personalized pathways to success for both domestic students and newly resettled immigrants and refugees.

The data above highlights the top 10 birth countries of our students on Census Day for the 2023–24 school year, when students from 63 different countries were enrolled. Over the course of the year, CICA proudly served students from 68 countries. This table reflects more than just numbers—it tells a story of resilience, migration, and transformation.

The shifts in demographics mirror global events, including refugee resettlements, humanitarian crises, and economic migration, positioning CICA as a critical resource for immigrant and refugee populations. Many of these students have faced displacement, systemic barriers, and linguistic challenges, yet they find a path forward through our innovative programs, targeted support systems, and commitment to equity.

This data underscores CICA's role as a lifeline for underserved communities, demonstrating our ability to adapt to evolving needs while staying grounded in our mission to eradicate educational inequality and equip students with tools for long-term success.

Table 5B: Enrollment by Site
*Entire table - data provided by the LEA **(DPL)***

Site	9	10	11	12	Grand Total
Asher	-	-	-	13	13
Auburn Blvd.	344	51	-	29	424
Old Auburn Rd.	63	-	-	-	63
C St.	-	20	-	63	83
Las Palmas Ave.	-	1	-	62	63
Federico	-	-	-	3	3
Florin Rd.	-	2	-	55	57
Hillsdale Blvd.***	-	-	-	3	3
Howe Ave.	866	41	-	176	1,083
Industrial Pkwy.	97	-	-	8	105
Jackson Rd.	41	-	-	-	41
Grand Ave.	-	1	-	4	5
Franklin Blvd.	-	1	-	4	5
Marconi*	37	67	-	114	218
Mixed	-	-	-	4	4
Not Enrolled on Census Day**	175	68	-	114	357
Hayes Ave.	-	-	-	9	9
O St.	-	-	-	35	35
Oakland1*	-	1	-	-	1
33rd St.	98	70	-	137	305
Rosemont	-	-	-	27	27
Seavey Circle	-	5	-	127	132
Todhunter Ave.	81	63	-	-	144
Grand Total	**1,802**	**391**	**0**	**987**	**3,180**

**Site now closed. Not represented on the current site list.*
***Numbers in this table are a snapshot taken on Census day. At the time of this snapshot, some students were registered but not yet enrolled in a course.*

Flexible Pathways and Graduation Readiness
CICA is committed to expanding access to flexible, independent learning pathways designed to meet the unique needs of students balancing work, family, and personal responsibilities. The table above provides a snapshot of 2023–24 site-level enrollment, based on reporting methods aligned with our authorizing district (TRUSD).

Note on Methodology:
Enrollment counts reflect monthly reporting practices and assign students with multiple site enrollments to one site at random for data consistency. This approach

captures site-level trends while accounting for student mobility within CICA's flexible, independent study model.

Key sites, such as Howe Ave. (1,083) and Auburn Blvd. (424), highlight areas of high demand, while smaller site enrollments reflect the customized nature of CICA's independent study programs and targeted services.

Enrollment patterns, including 987 students in 12th grade, emphasize CICA's focus on graduation readiness, credit recovery, and academic remediation for students pursuing high school diplomas through flexible scheduling options.

CICA's student-centered approach ensures that personalized academic support, career readiness programs, and wraparound services address barriers to success while promoting educational access and equity.

As enrollment continues to grow, CICA remains committed to scaling services, enhancing flexibility, and adapting programs to meet the changing needs of its diverse student population.

Table 5C: Average Daily Attendance by Year and Period

*Entire table - data provided by the LEA **(DPL)***

Total	P1 July-January	P2 July-April	P3 Annual
2022-2023	2,204.5	2,737.2	2,790.5
2023-2024	2,963.7	2,869.9	2,722.9

Expanding Access, Embracing Flexibility

CICA is committed to expanding access to education for underserved learners who face barriers to academic and economic mobility. Our Average Daily Attendance (ADA) reflects the growing demand for flexible learning pathways designed to support students balancing work, family responsibilities, and life circumstances.

While traditional attendance metrics often measure daily participation, CICA recognizes that persistence and progress are equally important indicators of student success. Research suggests that students balancing work and family responsibilities often follow nontraditional attendance patterns, a trend observed in community colleges and adult-serving programs nationwide.

Our program is intentionally designed to accommodate nontraditional schedules to serve nontraditional students in the true spirit of charter schools, ensuring students remain engaged and supported even when life circumstances require intermittent attendance patterns.

To address the unique needs of our students, CICA provides:

- **Academic Support Services**, including a Career Success Center, ELD Navigators, and CTE programs.
- **Student Support Services**, such as homeless services, a clothing closet, a food pantry, and Civics 101: Rights and Responsibilities classes.

CICA is proud of its commitment to access and equity, continually enhancing programs and services to support engagement and success. As we grow, we remain

focused on our vision to eradicate educational inequality and create lasting opportunities for those we serve.

Table 5D: Percentage of Enrolled Students Actively Parenting or Pregnant (School Year 2023–24)

*Entire table - data provided by the LEA **(DPL)***

Pregnant and/or Actively Parenting*	Previously Parenting*/ Not a Parent	% of Census Day Parenting/Pregnant
2,503	677	78.70%

**Actively Parenting refers to students whose child/children are minors and/or are still dependent on parents. Previously Parenting refers to students whose children are all adults and not dependents.*

Supporting Learners and Families Beyond Traditional Barriers
CICA serves a diverse student population, including a significant percentage of actively parenting or pregnant students. This demographic underscores the importance of CICA's innovative programs and flexible learning models, designed to address the challenges faced by adult learners.

State-Level Reporting Limitations
To report students who are actively parenting and/or pregnant to the CDE via CalPADS, students must be enrolled in Cal-Learn. Cal-Learn is a statewide program for pregnant and parenting teens in the California Work and Responsibility to Kids (CalWORKs) program. However, Cal-Learn requires participants to be under the age of 19. As an adult-serving charter school, no HCCTS students are eligible for this program, which prevents this critical data point from being reflected in statewide reporting.

Commitment to Equity and Access
CICA's student-centered approach addresses the unique barriers faced by parenting students, including access to resources, flexible schedules, and comprehensive support services. These efforts align with the principles of the Dashboard Alternative School Status (DASS) model, which CICA operated under during the 2023–24 school year, highlighting its mission to empower underserved communities.

The inclusion of this table demonstrates transparency and provides a more accurate depiction of the students served by CICA. By fostering resilience and opportunity, the school equips students with the tools they need to balance their educational aspirations with their family responsibilities.

A. Conditions of Learning

Table 6: Teacher Preparation and Placement (School Year 2020–21)

*Entire table - data provided by the CDE **(DPC)***

Authorization/ Assignment	School Number	School Percent	TRUSD Number	TRUSD Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	4.2	20.4	1,191.7	82.68	228,366.1	83.12
Intern Credential Holders Properly Assigned	0	0	16	1.11	4,205.9	1.53
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.3	11.48	54.7	3.8	11,216.7	4.08
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	9.5	45.85	103.5	7.18	12,115.8	4.41
Unknown/Incomplete/NA	4.6	22.23	75.3	5.22	18,854.3	6.86
Total Teaching Positions	20.7	100	1,441.5	100	274,759.1	100

Table 7: Teacher Preparation and Placement (School Year 2021–22)

*Entire table - data provided by the CDE **(DPC)***

Authorization/ Assignment	School Number	School Percent	TRUSD Number	TRUSD Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	3.3	9.0	115.6	80.01	234,405.2	84.0
Intern Credential Holders Properly Assigned	0	0	17.1	1.19	4,853.0	1.74
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.1	5.08	36.8	2.55	12,001.5	4.30
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	8.7	24.68	94.0	6.51	11,953.1	4.28
Unknown/Incomplete/NA	21.4	60.79	140.5	9.73	15,831.9	5.67
Total Teaching Positions	35.20	100	1,444.2	100	279,044.8	100

Table 8: Teacher Preparation and Placement (School Year 2022–23)
*Entire table - data provided by the CDE **(DPC)***

Authorization/ Assignment	School Number	School Percent	TRUSD Number	TRUSD Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	7.1	13.26	1,131.80	75.05	231,142.4	100(?)
Intern Credential Holders Properly Assigned	0	0	30.7	2.04	5,566.4	2.00
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	18.8	34.77	122	8.09	14,938.3	5.38
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	12.6	23.32	110.30	7.32	11,746.9	4.23
Unknown/Incomplete/NA	15.5	28.61	113.00	7.5	14,303.8	5.15
Total Teaching Positions	54.20	100	1,508.1	100	27,7698	100

Tables 6-8: Supporting Student Success with Qualified and Flexible Staffing
CICA is dedicated to providing personalized learning pathways supported by a qualified teaching staff. Over the past three years, CICA has worked to balance the unique needs of its independent study model with evolving credentialing requirements, demonstrating growth while addressing reporting challenges stemming from nontraditional program models.

Methodology
The data in Tables 6–8 is based on Full-Time Equivalent (FTE) status, where 1 FTE equals one full-time staff member, or the combined time of part-time staff equivalent to a full-time position.

- An assignment is defined as the position held by an educator based on setting, subject, and grade level.
- An authorization is defined as the services an educator is certified to provide.

Commitment to Compliance and Transparency
Since 2015–16, HCCTS has partnered with the San Diego County Office of Education (SDCOE) to support teachers in earning adult education teaching credentials, often reimbursing costs upon successful program completion.

HCCTS has implemented:

- Regular audits and credential reviews to verify compliance.
- Detailed reporting to explain assignments flagged by CALSAAS, despite limitations in the system's ability to capture nontraditional assignments.
- Collaborations with regulatory bodies to develop better frameworks for alternative program models and flexible staffing structures.

CICA recognizes that its independent study format requires a unique approach to staffing and credentialing, and it will continue to work closely with state agencies to ensure alignment with evolving requirements while maintaining a focus on educational access and equity.

Table 9: Teachers Without Credentials and Misassignments
(considered "ineffective" under ESSA)
*Entire table - data provided by the CDE **(DPC)***

Authorization/Assignment	2020–21 Number	2021–22 Number	2022–23 Number
Permits and Waivers	0.0	0.0	0.0
Misassignments	2.3	1.7	18.8
Vacant Positions	0.0	0.0	0.0
Total Teachers Without Credentials and Misassignments	2.3	1.7	18.8

Table 10: Credentialed Teachers Assigned Out-of-Field
(considered "out-of-field" under ESSA)
*Entire table - data provided by the CDE **(DPC)***

Indicator	2020–21 Number	2021–22 Number	2022–23 Number
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0
Local Assignment Options	9.5	8.7	12.6
Total Out-of-Field Teachers	9.5	8.7	12.6

Table 11: Class Assignments
*Entire table - data provided by the CDE **(DPC)***

Indicator	2020–21 Percent	2021–22 Percent	2022–23 Percent
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	0	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	12.3	13.9	22.1

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

Tables 9–11: Prioritizing Credentialing Compliance in Independent Study Models
CICA is committed to providing flexible, high-quality instruction tailored to the unique needs of students engaged in independent study programs. As part of HCCTS, CICA benefits from centralized policies and resources while operating with flexible staffing structures designed to meet the needs of its nontraditional learners.

Methodology
The data in Tables 9–11 is based on Full-Time Equivalent (FTE) status, where 1 FTE equals one full-time staff member, or the combined time of part-time staff equivalent to a full-time position.

- FTE counts do not reflect individual headcounts but instead capture teaching assignments, including multiple subjects or split roles required in independent study models.

- An assignment is defined as the position held by an educator based on setting, subject, and grade level.
- An authorization is defined as the services an educator is certified to provide.

Credentialing and Assignment Trends
CICA continues to demonstrate growth in staffing while addressing compliance challenges tied to CALSAAS reporting limitations.

- *Misassignments and Out-of-Field Classifications:*
  The reported percentages flagged as misassigned or out-of-field reflect reporting system constraints, not deficiencies in credential alignment. CICA uses flexible scheduling models and multi-subject assignments, which are often mislabeled due to the limitations of existing reporting systems.
- *Permits and Waivers:*
  CICA reports zero teachers using permits or waivers, underscoring its commitment to permanent credential solutions rather than temporary allowances.
- *Growth and Staffing Trends:*
  CICA's FTE totals reflect the flexible staffing models required to support students in personalized learning pathways, accommodating multiple roles for educators rather than traditional single-subject placements.

Commitment to Compliance and Transparency
CICA benefits from HCCTS' centralized partnership with the San Diego County Office of Education (SDCOE) to support teachers in earning adult education teaching credentials, often reimbursing costs upon successful program completion.

CICA has implemented:

- Credential audits to verify compliance with California standards.
- Detailed reporting to clarify nontraditional assignments flagged in systems like CALSAAS.
- Collaboration with oversight agencies to advocate for accurate reporting methods that better reflect independent study models and flexible instructional structures.

Looking Ahead
CICA views this process as an opportunity for growth and is committed to refining its credentialing systems, supporting teacher development, and aligning with evolving reporting requirements while continuing to provide equitable access to education through innovative learning pathways.

Table 12: Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2024–25)

Entire table - data provided by the LEA ***(DPL)***

Textbooks and Instructional Materials Year and month in which data were collected: December 2024			
Core Curriculum Area	**Textbooks and Instructional Materials/ Year of Adoption**		
Reading/Language Arts The textbooks listed are from most recent adoption: Yes	**International High School:**		
	Book/Resource	**Publisher**	**Adoption**

Percent of students lacking their own assigned textbook: 0%	ABC English Phonics Levels 1-4 | abc English | 2021 Reading Skills Stories | abc English | 2021 Reading with Relevance | Moving Forward Institute | 2021 Burlington English | The Burlington Group | 2023 **High School:** **Book/Resource | Publisher | Adoption** Reading with Relevance | Moving Forward Institute | 2021 Edmentum | Edmentum, Inc. | 2020
Mathematics The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0%	**Book/Resource | Publisher | Adoption** Edmentum | Edmentum, Inc. | 2020
Science The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0%	**Book/Resource | Publisher | Adoption** Edmentum | Edmentum, Inc. | 2020
History-Social Science The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0%	**Book/Resource | Publisher | Adoption** Edmentum | Edmentum, Inc. | 2020

Ensuring Flexible, High-Quality, and Accessible Instructional Materials
CICA is committed to providing current, standards-aligned instructional materials that support academic achievement, language development, and career readiness. As part of HCCTS, CICA leverages digital platforms and flexible resources to meet the needs of its independent study model and nontraditional student body.

CICA also prioritizes digital access to support its personalized and flexible learning environment. Students have access to technology-integrated platforms, including Edmentum, ensuring they can engage with materials anytime and anywhere to balance academic goals with work and family responsibilities.

The most recent review of instructional materials, conducted in December 2024, confirmed that all students have access to appropriate and sufficient resources that promote academic progress and college and career readiness.

Table 13: School Facility Conditions and Planned Improvements
Narrative provided by the LEA ***(DPL)***

CICA is committed to ensuring that facilities remain safe, clean, and functional through daily cleaning protocols and preventive maintenance programs.

Facilities are inspected annually using the Facility Inspection Tool (FIT), with evaluations conducted by third-party inspectors to maintain objectivity.

Planned Improvements
CICA implements targeted repairs and capital improvement plans based on the FIT evaluations to resolve deficiencies and upgrade facilities as needed.

Looking Ahead
CICA will continue to prioritize site improvements and monitor progress through regular evaluations and strategic investments in safe and equitable learning environments.

Table 14: School Facility Good Repair Status

*Entire table – data provided by the LEA **(DPL)***

33rd St. (Previously Oak Park) 3/21/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS /DOORS/ GATES/FENCES
	Number of "OK"s:	42	42	42	39	42	42	28	5	7	28	41	39	41	42	39
	Number of "D"s:	0	0	0	3	0	0	14	1	0	14	1	3	1	0	3
42	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	36	35	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	92.86%	100.00%	100.00%	66.67%	83.33%	100.00%	66.67%	97.62%	92.86%	97.62 %	100.00%	92.86%
Total Percent per Category (average of above)*		100.00%			92.86%	100.00%		66.67%	91.67%		82.15%		95.24%		96.43%	
Rank (Circle one) GOOD= 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		FAIR		GOOD		GOOD	

Auburn Blvd. (Previously Auburn) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
	Number of "OK"s:	27	27	27	25	27	27	27	5	9	24	27	27	27	27	27
	Number of "D"s:	0	0	0	2	0	0	0	1	1	3	0	0	0	0	0
27	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	21	17	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	92.59%	100.00%	100.00%	100.00%	83.33%	90.00%	88.89%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			92.59%	100.00%		100.00%	86.67%		94.45%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	FAIR		GOOD		GOOD		GOOD	

C St. (Previously Marysville) 3/13/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
9	Number of "OK"s:	9	9	9	7	9	9	5	2	5	9	7	8	9	9	8
	Number of "D"s:	0	0	0	2	0	0	4	1	0	0	2	1	0	0	1
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	4	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	77.78%	100.00%	100.00%	55.56%	66.67%	100.00%	100.00%	77.78%	88.89%	100.00%	100.00%	88.89%
Total Percent per Category (average of above)*		100.00%			77.78%	100.00%		55.56%	83.34%		88.89%		94.45%		94.45%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Fair Oaks Blvd. Suite C (Previously Fair Oaks) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
5	Number of "OK"s:	5	5	5	4	5	5	5	1	3	4	5	5	5	5	5
	Number of "D"s:	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	80.00%	100.00%	100.00%	100.00%	100.00%	100.00%	80.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			80.00%	100.00%		100.00%	100.00%		90.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Fair Oaks Blvd. Suite C-2 (Previously Fair Oaks) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
7	Number of "OK"s:	7	7	7	6	7	7	7	1	1	7	7	7	7	7	7
	Number of "D"s:	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	85.71%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			85.71%	100.00%		100.00%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Fair Oaks Blvd. Suite D (Previously Fair Oaks) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
9	Number of "OK"s:	9	9	9	8	9	9	9	2	3	8	9	9	9	9	9
	Number of "D"s:	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	7	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	88.89%	100.00%	100.00%	100.00%	100.00%	100.00%	88.89%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			88.89%	100.00%		100.00%	100.00%		94.45%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Florin Rd. (Previously Florin Rd) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
26	Number of "OK"s:	26	26	26	22	26	26	25	0	0	25	26	26	26	26	26
	Number of "D"s:	0	0	0	4	0	0	1	0	0	1	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	26	26	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	84.62%	100.00%	100.00%	96.15%	N/A	N/A	96.15%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			84.62%	100.00%		96.15%	N/A		98.08%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Folsom Blvd. (Folsom 1) 3/19/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
13	Number of "OK"s:	13	12	13	11	13	13	9	3	3	10	13	13	13	13	13
	Number of "D"s:	0	1	0	2	0	0	4	0	1	3	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	10	9	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	92.31%	100.00%	84.62%	100.00%	100.00%	69.23%	100.00%	75.00%	76.92%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		97.44%			84.62%	100.00%		69.23%	87.50%		88.46%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Folsom Blvd. (Folsom 2) 3/19/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	15	14	15	13	15	15	14	3	2	9	15	15	15	15	15
	Number of "D"s:	0	1	0	2	0	0	1	0	1	6	0	0	0	0	0
15	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	12	12	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	93.33%	100.00%	86.67%	100.00%	100.00%	93.33%	100.00%	66.67%	60.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		97.78%			86.67%	100.00%		93.33%	83.34%		80.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	FAIR		FAIR		GOOD		GOOD	

Franklin Blvd. (Previously Maple 2 (St. Rose)) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	24	24	24	12	24	24	14	6	6	19	21	23	24	22	23
	Number of "D"s:	0	0	0	12	0	0	10	0	2	5	3	1	0	2	1
24	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	18	16	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	50.00%	100.00%	100.00%	58.33%	100.00%	75.00%	79.17%	87.50%	95.83%	100.00%	91.67%	95.83%
Total Percent per Category (average of above)*		100.00%			50.00%	100.00%		58.33%	87.50%		83.34%		97.92%		93.75%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Grand Ave. (Previously Grand Avenue) 3/27/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	151	148	151	107	145	151	99	18	20	115	144	141	150	148	144
	Number of "D"s:	0	3	0	44	6	0	52	0	10	36	7	10	1	3	7
151	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	133	121	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	98.01%	100.00%	70.86%	96.03%	100.00%	65.56%	100.00%	66.67%	76.16%	95.36%	93.38%	99.34%	98.01%	95.36%
Total Percent per Category (average of above)*		99.34%			70.86%	98.02%		65.56%	83.34%		85.76%		96.36%		96.69%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Hayes Ave. (Previously Norwood) 3/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	4	4	4	3	1	1	3	3	4	4	4	4
	Number of "D"s:	0	0	0	0	0	0	1	0	0	1	1	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	3	3	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	75.00%	100.00%	100.00%	75.00%	75.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		75.00%	100.00%		75.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		FAIR	GOOD		FAIR		GOOD		GOOD	

Hillsdale Blvd. 2 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	4	4	4	3	1	1	1	4	4	4	4	4
	Number of "D"s:	0	0	0	0	0	0	1	0	1	3	0	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	3	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	75.00%	100.00%	50.00%	25.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		75.00%	75.00%		62.50%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		FAIR	FAIR		POOR		GOOD		GOOD	

Howe Ave. Suite #115 (Previously Howe Avenue) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	1	4	4	3	0	1	3	4	4	4	4	4
	Number of "D"s:	0	0	0	3	0	0	1	0	0	1	0	0	0	0	0
4	**Number of "X"s:**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	3	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	25.00%	100.00%	100.00%	75.00%	N/A	100.00%	75.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			25.00%	100.00%		75.00%	100.00%		87.50%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		FAIR	GOOD		FAIR		GOOD		GOOD	

Howe Ave. Suite #630 (Previously Howe Avenue) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	14	14	14	12	14	14	13	0	1	4	14	14	14	14	14
	Number of "D"s:	0	0	0	2	0	0	1	0	0	10	0	0	0	0	0
14	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	14	13	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	85.71%	100.00%	100.00%	92.86%	N/A	100.00%	28.57%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			85.71%	100.00%		92.86%	100.00%		64.29%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		POOR		GOOD		GOOD	

Howe Ave. Suite #655 (Previously Howe Avenue) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	14	14	14	13	14	14	8	2	4	8	14	14	14	14	14
	Number of "D"s:	0	0	0	1	0	0	6	0	0	6	0	0	0	0	0
14	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	12	10	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	92.86%	100.00%	100.00%	57.14%	100.00%	100.00%	57.14%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			92.86%	100.00%		57.14%	100.00%		78.57%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		FAIR		GOOD		GOOD	

Industrial Pkwy. (Previously Industrial) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
18	Number of "OK"s:	18	18	18	15	18	18	16	3	4	14	18	18	18	18	17
	Number of "D"s:	0	0	0	3	0	0	2	0	1	4	0	0	0	0	1
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	15	13	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	83.33%	100.00%	100.00%	88.89%	100.00%	80.00%	77.78%	100.00%	100.00%	100.00%	100.00%	94.44%
Total Percent per Category (average of above)*		100.00%			83.33%	100.00%		88.89%	90.00%		88.89%		100.00%		97.22%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	GOOD		FAIR		GOOD		GOOD	

Jackson Rd. (Previously Jackson (Bethany) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
18	Number of "OK"s:	18	18	18	15	18	18	16	3	4	14	18	18	18	18	17
	Number of "D"s:	0	0	0	3	0	0	2	0	1	4	0	0	0	0	1
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	15	13	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	83.33%	100.00%	100.00%	88.89%	100.00%	80.00%	77.78%	100.00%	100.00%	100.00%	100.00%	94.44%
Total Percent per Category (average of above)*		100.00%			83.33%	100.00%		88.89%	90.00%		88.89%		100.00%		97.22%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	GOOD		FAIR		GOOD		GOOD	

Las Palmas Ave. (Previously Del Paso (Calvary Christian)) 3/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	10	10	10	9	10	10	6	2	4	9	10	10	10	10	9
	Number of "D"s:	0	0	0	1	0	0	4	0	0	1	0	0	0	0	1
10	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	8	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	90.00%	100.00%	100.00%	60.00%	100.00%	100.00%	90.00%	100.00%	100.00%	100.00%	100.00%	90.00%
Total Percent per Category (average of above)*		100.00%			90.00%	100.00%		60.00%	100.00%		95.00%		100.00%		95.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

Marconi Ave. (Previously Marconi 2) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	24	24	24	13	24	24	23	2	4	20	24	24	24	24	24
	Number of "D"s:	0	0	0	11	0	0	1	0	0	4	0	0	0	0	0
24	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	22	20	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	54.17%	100.00%	100.00%	95.83%	100.00%	100.00%	83.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			54.17%	100.00%		95.83%	100.00%		91.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Marysville Blvd. (Previously Del Paso 2) 3/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
7	Number of "OK"s:	7	6	7	6	7	7	5	1	3	4	7	7	7	7	7
	Number of "D"s:	0	1	0	1	0	0	2	1	0	3	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	5	4	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	85.71%	100.00%	85.71%	100.00%	100.00%	71.43%	50.00%	100.00%	57.14%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		95.24%			85.71%	100.00%		71.43%	75.00%		78.57%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

O St. (Previously O Street) 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
2	Number of "OK"s:	2	2	2	2	2	2	2	1	1	1	2	2	2	2	2
	Number of "D"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	X	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		100.00%	100.00%		0.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		POOR		GOOD		GOOD	

Old Auburn Rd. (Previously Auburn 2)
Old Auburn Rd. does not yet have a FIT report for the 2023–24 school year because the site was furnished in mid-April, with classes commencing on April 22, 2024. Since all other FIT inspections were completed in March, this site was not included in the scheduled evaluations for the year.

Seavey Circle (Previously SHRA – Marina Vista) 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
6	Number of "OK"s:	6	6	6	6	6	6	5	1	2	4	6	6	6	6	5
	Number of "D"s:	0	0	0	0	0	0	1	1	1	2	0	0	0	0	1
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	3	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	83.33%	50.00%	66.67%	66.67%	100.00%	100.00%	100.00%	100.00%	83.33%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		83.33%	58.34%		83.34%		100.00%		91.67%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		FAIR	POOR		FAIR		GOOD		GOOD	

Todhunter Ave. (Previously West Sac (Holy Cross)) 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
22	Number of "OK"s:	22	20	22	14	22	22	15	5	7	14	17	20	20	21	22
	Number of "D"s:	0	0	0	6	0	0	5	2	2	6	5	0	0	1	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	2	0	2	0	0	2	15	13	2	0	2	2	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	70.00%	100.00%	100.00%	75.00%	71.43%	77.78%	70.00%	77.27%	100.00%	100.00%	95.45%	100.00%
Total Percent per Category (average of above)*		100.00%			70.00%	100.00%		75.00%	74.61%		73.64%		100.00%		97.73%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		FAIR	POOR		POOR		GOOD		GOOD	

CLOSED SITES 2024-25

Fair Oaks 2 3/21/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	11	11	11	10	11	11	11	2	2	5	11	11	11	11	11
	Number of "D"s:	0	0	0	1	0	0	0	0	0	6	0	0	0	0	0
11	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	9	9	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	90.91%	100.00%	100.00%	100.00%	100.00%	100.00%	45.45%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			90.91%	100.00%		100.00%	100.00%		72.73%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		POOR		GOOD		GOOD	

Folsom 2 3/19/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	15	14	15	13	15	15	14	3	2	9	15	15	15	15	15
	Number of "D"s:	0	1	0	2	0	0	1	0	1	6	0	0	0	0	0
15	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	12	12	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	93.33%	100.00%	86.67%	100.00%	100.00%	93.33%	100.00%	66.67%	60.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		97.78%			86.67%	100.00%		93.33%	83.34%		80.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	FAIR		FAIR		GOOD		GOOD	

S. Lake Tahoe 3/19/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	1	1	1	1	1	1	0	0	0	0	1	1	1	1	1
	Number of "D"s:	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0
1	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	N/A	N/A	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		0.00%	N/A		50.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		POOR		GOOD		GOOD	

CLOSED SITES 2023-24

12th St. 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	3	3	3	1	2	3	3	2	0	1	3	3	3	3	3
	Number of "D"s:	0	0	0	2	1	0	0	0	2	2	0	0	0	0	0
3	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	33.33%	66.67%	100.00%	100.00%	100.00%	0.00%	33.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			33.33%	83.34%		100.00%	50.00%		66.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	FAIR		GOOD	POOR		POOR		GOOD		GOOD	

Table 15: Overall Rating
Entire table – data provided by the LEA ***(DPL)***

SITE	2024 SCORE	2024 Rating
Asher	95.19%	GOOD
Auburn Blvd.	96.71%	GOOD
Old Auburn Rd.*	-	-
C St.	86.81%	FAIR
Las Palmas Ave.	92.50%	GOOD
Florin Rd.	96.98%	GOOD
Hillsdale 2**	89.06%	FAIR
Howe Ave. #115	85.94%	FAIR
Howe Ave. #630	92.86%	GOOD
Howe Ave. #655	91.07%	GOOD
Industrial Pkwy.	93.54%	GOOD
Jackson Rd.	95.00%	GOOD
Grand Ave.	86.99%	FAIR
Franklin Blvd.	83.86%	FAIR
Hayes Ave.	93.75%	GOOD
O St.	87.50%	FAIR
Oakland1	99.11%	EXEMPLARY
33rd St.	90.63%	GOOD
Rosemont	71.43%	POOR
Seavey Circle	89.59%	FAIR
Todhunter Ave.	86.37%	FAIR

**Site opened after FIT rereviews in March 2024 for 2023-24.*
***Site supported CICA students for 2023-2024, but is now for HCCS students only and is not represented on the site current site list.*

Facility Evaluations and Results
CICA is committed to providing safe, clean, and functional environments that support its independent study model and personalized learning programs. While many students access digital platforms and remote learning tools, CICA maintains physical sites to serve as hubs for academic support, technology access, and student services.
Facility evaluations for the 2023–24 school year—conducted using the Facility Inspection Tool (FIT)—focused on student-serving sites and reflected the following results:

- 64% of sites rated Good, demonstrating safe and functional conditions that meet or exceed standards.
- 1 site rated Exemplary, highlighting a highly functional environment aligned with CICA's flexible learning model.
- 27% of sites rated Fair, indicating minor deficiencies that are being addressed through improvement plans focused on repairs and upgrades.
- 1 site rated Poor, which requires targeted improvements to resolve non-structural issues and ensure compliance with state standards.

Site Selection for Evaluations
The facilities evaluated reflect active student-serving sites as of the 2023–24 school year. Facilities used for administrative purposes or non-instructional operations were excluded in alignment with CICA's independent study model and accountability standards.

Addressing Challenges
CICA's hybrid structure prioritizes flexibility and accessibility, allowing students to balance learning with work and family responsibilities. Many physical sites serve as support hubs located within economically diverse communities, which sometimes present additional infrastructure challenges.

To address these needs, CICA has implemented:

- Preventive maintenance plans to proactively address minor issues.
- Targeted upgrades for sites rated Fair and Poor, ensuring repairs align with student needs and program requirements.
- Capital improvement strategies to sustain safe and modern facilities long-term.

Looking Ahead
CICA remains focused on modernizing physical spaces while continuing to expand digital resources that meet the needs of its independent study model. Through accountability measures, data-driven evaluations, and ongoing improvements, CICA is committed to maintaining safe, supportive, and flexible learning environments.

B. Pupil Outcomes

State Priority: Pupil Achievement (Priority 1)

Table 16: CAASPP Test Results in ELA and Mathematics for All Students taking and completing state-administered assessments

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Three through Eight and Grade Eleven
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2022–23	School 2023–24	TRUSD 2022–23	TRUSD 2023–24	State 2022–23	State 2023–24
English Language Arts/Literacy (grades 3-8 and 11)	n/a	n/a	31.00%	33.00%	46.00%	47.00%
Mathematics (grades 3-8 and 11)	n/a	n/a	22.00%	23.00%	34.00%	35.00%

Tables 16A: CASAS Test Results In Lieu Of CAASPP

Entire table – data provided by the LEA ***(DPL)***

CICA	Students Tested	Number of Tests	Average Gain*
Listening	1,862	5,351	7.2
Math	928	1,102	2.3
Reading	3,733	10,664	9.9

**Average Gain calculated by using the highest score within the 2023-24 school year and subtracting the first instance the student took the test, in accordance with CASAS documentation.*

Assessment Practices Aligned with CICA's Mission and Model

CICA is committed to providing meaningful assessments that accurately measure student progress and support college and career readiness. As a charter school serving students aged 22 and older, CICA recognizes the importance of using assessments designed to reflect the academic and workforce preparation needs of its unique student population.

Meeting the Needs of Adult Learners

Traditional K–12 assessments, such as the California Assessment of Student Performance and Progress (CAASPP), were developed for younger student populations and are not aligned with the educational goals of CICA students, many of whom are pursuing high school diplomas while balancing work and family responsibilities.

Under its Dashboard Alternative School Status (DASS) during the 2023-2024 academic year and in compliance with its WIOA partnership, CICA administers the Comprehensive Adult Student Assessment System (CASAS). This assessment system is:

- State-approved and widely used by WIOA-aligned programs and adult-serving charter schools.
- Focused on literacy, mathematics, and career readiness, ensuring alignment with CICA's mission to prepare students for employment and economic mobility.
- Designed to measure growth over time, providing actionable data that informs instructional support and program improvements.

Maintaining Accountability and Transparency
CICA values accountability and transparency in its assessment practices. CASAS data is collected, reported, and used to:

- Track student progress and academic growth.
- Support workforce readiness and postsecondary transitions.
- Demonstrate compliance with state and federal reporting requirements.

Looking Ahead
CICA remains committed to:

- Providing assessments that reflect the realities and needs of its student population.
- Meeting compliance standards of our WIOA partnerships.
- Using CASAS data to improve programs and outcomes for its students.

Table 17: CAASPP Test Results in ELA by Student Group for students taking and completing a state-administered assessment
Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Three through Eight and Grade Eleven (School Year 2023–24)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	-	-	-	-	-
Female	-	-	-	-	-
Male	-	-	-	-	-
American Indian or Alaska Native	-	-	-	-	-
Asian	-	-	-	-	-
Black or African American	-	-	-	-	-
Filipino	-	-	-	-	-
Hispanic or Latino	-	-	-	-	-
Native Hawaiian or Pacific Islander	-	-	-	-	-
Two or More Races	-	-	-	-	-
White	-	-	-	-	-
English Learners	-	-	-	-	-
Foster Youth	-	-	-	-	-
Homeless	-	-	-	-	-
Military	-	-	-	-	-
Socioeconomically Disadvantaged	-	-	-	-	-

Students Receiving Migrant Education Services	-	-	-	-	-
Students with Disabilities	-	-	-	-	-

Table 18: CAASPP Test Results in Mathematics by Student Group for students taking and completing a state-administered assessment
Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Three through Eight and Grade Eleven (School Year 2023–24)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	-	-	-	-	-
Female	-	-	-	-	-
Male	-	-	-	-	-
American Indian or Alaska Native	-	-	-	-	-
Asian	-	-	-	-	-
Black or African American	-	-	-	-	-
Filipino	-	-	-	-	-
Hispanic or Latino	-	-	-	-	-
Native Hawaiian or Pacific Islander	-	-	-	-	-
Two or More Races	-	-	-	-	-
White	-	-	-	-	-
English Learners	-	-	-	-	-
Foster Youth	-	-	-	-	-
Homeless	-	-	-	-	-
Military	-	-	-	-	-
Socioeconomically Disadvantaged	-	-	-	-	-
Students Receiving Migrant Education Services	-	-	-	-	-
Students with Disabilities	-	-	-	-	-

Table 19: CAASPP Test Results in Science for All Students
Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Five, Eight, and High School
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2022–23	School 2023–24	TRUSD 2022–23	TRUSD 2023–24	State 2022–23	State 2023–24
Science (grades 5, 8 and high school)	-	-	14.86	14.63	30.29	30.73

Table 20: CAASPP Test Results in Science by Student Group

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Five, Eight, and High School (School Year 2023–24)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	-	-	-	-	-
Female	-	-	-	-	-
Male	-	-	-	-	-
American Indian or Alaska Native	-	-	-	-	-
Asian	-	-	-	-	-
Black or African American	-	-	-	-	-
Filipino	-	-	-	-	-
Hispanic or Latino	-	-	-	-	-
Native Hawaiian or Pacific Islander	-	-	-	-	-
Two or More Races	-	-	-	-	-
White	-	-	-	-	-
English Learners	-	-	-	-	-
Foster Youth	-	-	-	-	-
Homeless	-	-	-	-	-
Military	-	-	-	-	-
Socioeconomically Disadvantaged	-	-	-	-	-
Students Receiving Migrant Education Services	-	-	-	-	-
Students with Disabilities	-	-	-	-	-

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Table 21: Career Technical Education (CTE) Programs
Entire table provided by the LEA ***(DPL)***

Program	Status	Provider	Job Outlook	License or Certification
Truck Driving	Active CTE Pathway	HCCTS	Livable Wage High Demand	Class A Driver's License
Early Childhood Education	Active CTE Pathway	HCCTS	High Demand	CDA Certification
Cosmetology	Active CTE Pathway	Federico/ MIXED Institute /Advance Beauty College	High Skill High Demand	Cosmetology License
Microsoft Office Certification	Active CTE Pathway	Asher College	Livable Wage High Skill High Demand	Microsoft Office Certifications
A+ PC Technician	Active CTE Program	Asher College	High Skill High Wage High Demand	A+ Certification
Medical Office Administration	Active CTE Program	Asher College	High Skill	Certificate
Office Administrati on	Active CTE Program	Asher College	High Demand	Certificate
Medical Assistant	Active CTE Sequence	Unitek	High Skill High Demand	CCMA Certification
Group Fitness	Active	HCCTS	High Skill High Demand	ASFA Group Fitness Certification ACE Personal Training Certification
Esthetics	Active CTE Sequence	Federico/ MIXED Institute/ Advance Beauty College	High Skill	Esthetics License
Construction	Active CTE Program	HCCTS	High Skill High Wage High Demand	MC3 Certification/ OSHA Certification
Barbering	Active CTE Pathway	Federico/ MIXED Institute/ Advance Beauty College	High Skill High Demand	Cosmetology License

Culinary	Active CTE Program	HCCTS	High Demand	Food Handler Management Certification
Sports Officiating	Active CTE Program	HCCTS	High Demand	Certificate
Digital Navigator	Active CTE Program	HCCTS	High Demand	Certificate
Certified Nurse Assistant	Active CTE Program	HCCTS	High Demand, High Skill	CNA License
Welding	Active CTE Pathway	HCCTS	High Skill High Demand High Wage	American Welding Society Certification

Strengthening Career Pathways for Workforce Readiness
CICA is committed to preparing students for career success through Career Technical Education (CTE) programs that align with industry standards and address regional workforce needs.

Commitment to Program Quality
While CICA recognizes the value of expanding career opportunities, its current priority is to strengthen the quality and structure of existing programs. Moving forward, CICA is focused on:

- Developing internships, capstone courses, and certification options in every pathway.
- Ensuring all programs meet the expectations for high-quality CTE pathways that lead to sustainable employment.
- Improving program design, student engagement, and completion rates through data-driven decisions and industry partnerships.

Looking Ahead
CICA is committed to:

- Enhancing program quality before pursuing future expansion.
- Creating accountability systems to monitor program effectiveness and student success.
- Aligning programs with workforce needs and certification standards to build clear pathways to employment and career growth.

Table 22: Career Technical Education (CTE) Participation (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Measure	CTE Program Participation
Number of Pupils Participating in CTE	2,259
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	52.60%
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	-

Clarifying CTE Participation Data
CICA is committed to providing career-focused pathways that prepare students for employment, certifications, and postsecondary opportunities. However, CICA recognizes the limitations in its current CTE reporting processes, which impact the accuracy of participation data.

Historical Coding Practices
CICA previously classified all elective courses as CTE electives in CALPADS after shifting its elective offerings to focus exclusively on workforce development. While this approach aligned with the school's mission to promote career readiness, it also resulted in inflated participation numbers that do not accurately reflect formal CTE pathway enrollment or certification completion rates.

Methodology
The data for Table 22 is provided by the California Department of Education (CDE) and reflects CTE participation as reported through CALPADS. These figures are calculated based on course codes associated with CTE programs and may include all courses classified as CTE, including elective classes.

The formula for calculating the percent of pupils that completed a CTE program and graduated is:

(The unduplicated count of pupils that completed one or more CTE programs and graduated)
÷
(The total number of pupils that are CTE participants that graduated)

This methodology provides a broad measure of CTE engagement but may not fully align with program-specific data due to classification and reporting practices.

Moving Forward with Accountability
CICA is committed to improving data integrity and reporting accuracy by:
- Reviewing course coding practices to distinguish CTE electives from formal pathway participation.
- Strengthening internal data management systems to track program enrollment, progress, and outcomes more effectively.
- Collaborating with the data team and CTE leadership to ensure alignment between CALPADS coding and actual program participation.

Looking Ahead
CICA acknowledges the need for greater transparency and accountability in its CTE reporting. The school is taking proactive steps to:
- Establish clearer metrics for measuring participation, completion rates, and certification outcomes.
- Ensure data accuracy through systematic tracking and validation processes.
- Maintain compliance with state reporting standards while reflecting the true scope and impact of its CTE programs.

Table 23: Course Enrollment/Completion of University of California (UC) and/or California State University (CSU) Admission Requirements
Entire table - data provided by the CDE ***(DPC)***

UC/CSU Course Measure	Percent
2023–24 Pupils Enrolled in Courses Required for UC/CSU Admission	0.66
2022–23 Graduates Who Completed All Courses Required for UC/CSU Admission	0.0

Providing Multiple Pathways to Postsecondary Success
CICA is committed to offering diverse pathways to postsecondary success, including opportunities for career certification, college readiness, and workforce preparation.

Focus on Career and Workforce Development
CICA primarily focuses on career and technical education programs that align with workforce demands, offering certifications and skill-based training that support immediate employment and economic mobility. While these pathways meet the needs of CICA' adult learner population, they may not fully align with A–G coursework requirements established for UC/CSU admission.

Addressing Data Limitations and Program Design
CICA recognizes that the state-reported data reflects low participation rates in UC/CSU-aligned coursework. Factors contributing to these numbers include:

- A historical emphasis on workforce preparation over traditional academic pathways.
- Course coding inconsistencies in CALPADS, which may exclude some eligible courses from state counts.
- The unique needs of CICA' adult learners, who often pursue career certifications or technical programs rather than 4-year college pathways.

Commitment to Equity and Improvement
CICA is committed to:

- Evaluating course offerings to identify opportunities for expanding A–G alignment where appropriate.
- Ensuring accurate data reporting through improved CALPADS coding practices.
- Providing guidance and counseling to support students in exploring college pathways while maintaining strong career-focused options.

Looking Ahead
CICA will continue to prioritize access and equity, ensuring all students - whether pursuing college or career pathways - have access to high-quality programs that support long-term success.

State Priority: Other Pupil Outcomes (Priority 8)

Table 24: California Physical Fitness Test Results (School Year 2023–24)

Entire table – data provided by the LEA ***(DPL) – No students from HCCS tested in 2023-24***

Percentage of Students Participating in each of the five Fitness Components

Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	-	-	-	-	-
7	-	-	-	-	-
9	-	-	-	-	-

Program Relevance and Alignment

CICA offers a flexible, career-focused curriculum tailored to meet the unique needs of its adult learner population. While physical education is an integral part of traditional K–12 programs, it is not included as a graduation requirement at CICA due to the school's focus on workforce development, academic completion, and career technical education pathways.

As such, CICA does not administer the California Physical Fitness Test and has excluded Table 24 from this report to maintain alignment with its program structure and educational priorities.

C. Engagement

State Priority: Parental Involvement (Priority 3)

Table 25: Opportunities for Parental Involvement (School Year 2024–25)

Narrative provided by the LEA ***(DPL)***

CICA recognizes the importance of building strong connections with students and the broader community to create sustainable pathways to education, employment, and personal growth. As an adult-serving school focused on equity and inclusion, we extend opportunities for involvement beyond traditional models of parental engagement.

Through our Equity Initiatives, we intentionally address systemic inequities impacting African American and LatinX men and women, who face disproportionate barriers in education, employment, and incarceration. Our triad model—a teacher, counselor, and mentor—ensures students receive comprehensive support to overcome challenges and achieve success.

With over 70% of our students actively parenting or expecting, CICA prioritizes generational change by breaking cycles of poverty and incarceration. We focus on providing access to education, workforce development, and social-emotional resources that empower students to create brighter futures for themselves, their families, and their communities.

CICA actively partners with WIOA, local employers, and community organizations to expand career pathways and support services. We welcome mentorship, advisory roles, and collaborative programs that help students meet their personal and professional goals.

Committed to transforming lives and strengthening communities, CICA equips students with the tools to overcome barriers and build long-term success.

State Priority: Pupil Engagement (Priority 5)

Table 26: Graduation Rate and Dropout Rate (Four-Year Cohort Rates)

Entire table - data provided by the CDE ***(DPC)***

Indicator	School 2021–22	School 2022–23	School 2023–24	TRUSD 2021–22	TRUSD 2022–23	TRUSD 2023–24	State 2021–22	State 2022–23	State 2023–24
Graduation Rate	14	15.4	14.4	67.6	71.8	29.8	87	86.2	86.4
Dropout Rate	86	84.6	85.6	27.8	23.8	68.2	7.8	8.2	8.9

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Reflecting Progress and Challenges

California Innovative Career Academy (CICA) serves a diverse population of students who seek flexible, workforce-oriented education pathways. The Four-Year Cohort Rate,

as required by the California Department of Education (CDE), measures the percentage of first-time grade 9 students who graduate with a regular high school diploma within four years, adjusted for transfers and other factors.

While this rate provides a snapshot of student outcomes, it does not fully capture the complexities of CICA's nontraditional student population. Many students arrive with significant credit deficiencies or unique life circumstances that extend the time needed to complete their education. CICA remains committed to meeting students where they are and providing the resources necessary for their success.

Focused Strategies for Improvement

To support student progress and increase graduation rates, CICA is implementing:

- **Tailored Interventions**: Providing individualized academic support, including credit recovery programs and career-focused counseling.
- **Flexible Learning Models**: Offering online, hybrid, and in-person classes to accommodate diverse student needs.
- **Data Accuracy and Accountability**: Strengthening systems for tracking and reporting to ensure alignment with CDE requirements.

Through these efforts, CICA aims to improve outcomes while maintaining transparency and integrity.

Table 27: Graduation Rate by Student Group (Four-Year Cohort Rate) (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	1131	163	14.4
Female	831	113	13.6
Male	299	49	16.4
Non-Binary	--	--	--
American Indian or Alaska Native	--	--	--
Asian	181	9	5.0
Black or African American	179	22	12.3
Filipino	--	--	--
Hispanic or Latino	297	61	20.5
Native Hawaiian or Pacific Islander	--	--	--
Two or More Races	88	17	19.3
White	364	50	13.7
English Learners	--	--	--
Foster Youth	--	--	--
Homeless	158	24	15.2
Socioeconomically Disadvantaged	1,037	149	14.4
Students Receiving Migrant Education Services	--	--	--
Students with Disabilities	--	--	--

For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at https://www.cde.ca.gov/ds/ad/acgrinfo.asp.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Table 27A: 2023–24 One-Year Long-Term Graduation Rates

Entire table – data provided by the LEA ***(DPL)***

Group	Graduating Class of 2023-24
	HCCTS
All Students	68.20%
Black or African American	53.10%
American Indian or Alaska Native	--
Asian	81.60%
Filipino	--
Hispanic or Latino	59.80%
Native Hawaiian/Pacific Islander	71.40%
White	79.50%
Two or More Races	75.00%
Socioeconomically Disadvantaged	67.50%
English Learners	79.50%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Commitment to Equity and Inclusivity

CICA is proud to serve a diverse and resilient student body, many of whom face barriers that traditional educational models do not address. The Graduation Rate by Student Group highlights the school's commitment to equity and inclusivity while also identifying areas for growth and improvement.

Students in some demographic groups encounter systemic challenges, such as language barriers, socio-economic hardships, or interrupted education, which may impact graduation rates. CICA is actively addressing these disparities by expanding access to culturally responsive resources and support systems.

<u>Driving Equitable Outcomes</u>

To ensure all students have the opportunity to succeed, CICA is focusing on:

- **Culturally Relevant Programming**: Expanding resources for English Learners, including bilingual staff and targeted instructional strategies.
- **Community Engagement**: Building partnerships to support students and their families with holistic services.
- **Professional Development for Educators**: Equipping staff with tools to support the unique needs of CICA's diverse student population.

CICA is committed to fostering a learning environment that promotes equity, accessibility, and achievement for all.

Table 28: Chronic Absenteeism by Student Group (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment[1]	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	4,711	4,088	0	0
Female	3,354	2,968	0	0
Male	1,345	1,109	0	0
Non-Binary	--	--	--	--
American Indian or Alaska Native	13	12	0	0
Asian	548	479	0	0
Black or African American	462	390	0	0
Filipino	--	--	--	--
Hispanic or Latino	844	725	0	0
Native Hawaiian or Pacific Islander	26	19	0	0
Two or More Races	328	277	0	0
White	2,463	2,164	0	0
English Learners*	22	17	0	0
Foster Youth	-	-	-	-
Homeless	592	560	0	0
Socioeconomically Disadvantaged	4,462	3,894	0	0
Students Receiving Migrant Education Services	--	--	--	--
Students with Disabilities	--	--	--	--

**English Learner data is inclusive only of students with an EL status prior to their time with HCCTS and does not represent HCCTS EL status.*

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: This count is based on the Cumulative Enrollment, excluding students expected to attend fewer than 31 instructional days or those enrolled but never attended. Only students meeting these criteria are considered eligible for chronic absenteeism calculations.

Understanding Chronic Absenteeism Data

Chronic absenteeism is a critical measure of student engagement and attendance patterns. CICA is committed to monitoring attendance trends and implementing support strategies to address barriers that impact consistent participation.

Clarifying English Learner (EL) Data

While the CDE-reported data provides a general overview, the English Learner (EL) percentages are underreported due to CALPADS classification rules, which exclude Adult English Learners (ADEL) from state-reported counts. English Learner data is

inclusive only of students with an EL status prior to their time with CICA and does not represent CICA EL status.

Next Steps
CICA is actively working to provide updated internal EL data (75.7% of all students) to present a more accurate picture of absenteeism among multilingual learners and guide targeted interventions to support attendance. The EL data above is inclusive of students with EL status prior to CICA.

State Priority: School Climate (Priority 6)

Table 29: Suspensions and Expulsions

Entire table - data provided by the CDE ***(DPC)***

Rate	School 2021–22	School 2022–23	School 2023–24	TRUSD 2021–22	TRUSD 2022–23	TRUSD 2023–24	State 2021–22	State 2022–23	State 2023–24
Suspensions	--	--	--	5.3	5.32	3.87	3.17	3.6	3.28
Expulsions	--	--	--	0.01	0.18	0.12	0.07	0.08	0.07

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

CICA is committed to removing barriers to education and creating an inclusive, supportive environment where students can thrive. Rather than relying on suspensions or expulsions, CICA prioritizes intervention strategies, counseling services, and personalized support plans to address challenges and promote positive behavior. This approach reflects CICA' dedication to equity, second chances, and empowering students to achieve their academic and personal goals without fear of exclusion.

Table 30: Suspensions and Expulsions by Student Group (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Student Group	Suspensions Rate	Expulsions Rate
All Students	--	--
Female	--	--
Male	--	--
Non-Binary	--	--
American Indian or Alaska Native	--	--
Asian	--	--
Black or African American	--	--
Filipino	--	--
Hispanic or Latino	--	--
Native Hawaiian or Pacific Islander	--	--
Two or More Races	--	--
White	--	--
English Learners	--	--
Foster Youth	--	--
Homeless	--	--

Socioeconomically Disadvantaged	--	--
Students Receiving Migrant Education Services	--	--
Students with Disabilities	--	--

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Table 31: School Safety Plan (School Year 2024–25)

*Narrative provided by the LEA **(DPL)***

Following a California Department of Education (CDE) review, CICA was informed of a finding recommending the creation of individual Comprehensive School Safety Plans (CSSPs) for each site. After a thorough legal review, CICA has determined that state regulations require only one CSSP per school, which includes all associated resource centers. The CICA CSSP has been developed to ensure safety and emergency preparedness across all locations, reflecting the centralized and comprehensive approach appropriate to our independent study model.

California Innovative Career Academy (CICA) maintains a Comprehensive School Safety Plan (CSSP) focused on ensuring the safety of students and staff in emergencies such as bomb threats, evacuation drills, and campus lockdowns.

CICA prioritizes proactive preparedness through annual safety training for all staff, covering Active Shooter Response, Workplace Violence Prevention, Sexual Harassment Awareness, and Fire Drills.

In the 2023–24 school year, CICA adopted the Brain emergency management application to deliver real-time alerts via phone, text, and email. Staff members were trained on its use and provided a quick-reference guide to support timely responses in emergencies.

CICA is committed to continual improvement of its safety measures and ensuring that staff and students are equipped with the tools and training needed to respond effectively to emergencies.

D. Other SARC Information

Table 32: Average Class Size and Class Size Distribution (Elementary) (School Year 2021–22)

*Entire table - data provided by the CDE **(DPC)***

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	-	-	-	-
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
Other**	-	-	-	-

**Number of classes indicates how many classes fall into each size category (a range of total students per class).*
*** "Other" category is for multi-grade level classes.*

Table 33: Average Class Size and Class Size Distribution (Elementary) (School Year 2022–23)

*Entire table - data provided by the CDE **(DPC)***

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	-	-	-	-
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
Other**	-	-	-	-

**Number of classes indicates how many classes fall into each size category (a range of total students per class).*
*** "Other" category is for multi-grade level classes.*

Table 34: Average Class Size and Class Size Distribution (Elementary) (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	-	-	-	-
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
Other**	-	-	-	-

**Number of classes indicates how many classes fall into each size category (a range of total students per class).*
*** "Other" category is for multi-grade level classes.*

Tables 32–34: Average Class Size and Class Size Distribution (Elementary)
CICA serves adult learners in grades 9-12 and does not enroll elementary-level students. As such, data for Tables 32–34 has been excluded to reflect CICA' program structure and educational focus.

CICA remains committed to transparency and accountability in reporting data that accurately represents its student population and educational model.

Table 35: Average Class Size and Class Size Distribution (Secondary) (School Year 2021–22)

*Entire table - data provided by the CDE **(DPC)***

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	5	56	0	1
Mathematics	3	38	0	0
Science	2	33	0	0
Social Science	2	77	0	0

**Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.*

Table 35A: Average Class Size and Class Size Distribution (Secondary) (School Year 20721–22)

*Entire table - data provided by the LEA **(DPL)***

Some of the data presented in Tables 35A, 36A, and 37A reflects corrections to errors identified in CALPADS reporting. While the data in Tables 35, 36, and 37 from the California Department of Education (CDE) may not fully align, year-over-year improvements demonstrate significant progress in our reporting processes. These

refinements highlight HCCTS' commitment to accuracy and transparency as we continue to enhance our data systems.

Subject	1 to 22	23 to 32	33 to 59	Average of Census 2021-2022
HS English	56	-	1	4.5
IHS English	3	1	5	28.7
Math	39	-	-	3.2
Science	31	-	-	1.7
Social Science	71	-	-	2.5

Table 36: Average Class Size and Class Size Distribution (Secondary) (School Year 2022–23)

Entire table - data provided by the CDE ***(DPC)***

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	13	68	2	10
Mathematics	6	32	0	0
Science	5	28	0	0
Social Science	7	82	0	0

**Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.*

Table 36A: Average Class Size and Class Size Distribution by Location (School Year 2022–23)

Entire table - data provided by the LEA ***(DPL)***

Subject Site	1 to 22	23 to 32	33 to 59	Average
HS English	**74**	**2**	**1**	**5.9**
24th St.	5	-	-	6.4
Auburn Blvd.	3	-	-	4.3
Bowling*	6	-	-	4.3
C St.	5	-	-	4.4
Clay*	6		-	3.3
Howe Ave.	16	1	-	7.5
Hurley Way	6	-	-	4.5
Industrial Pkwy.	3	-	-	5.0
Bruceville Rd.	3	-	-	4.7
33rd St.	4	-	1	8.0
Rosemont	3	-	-	3.3
Seavey Circle	3	-	-	1.3
Todhunter Ave.	11	1	-	8.8
IHS English	**27**	**13**	**6**	**20.6**
24th St.	-	1	-	28.0

Auburn Blvd.	1	1	-	23.5
Bowling*	-	1	-	31.0
C St.	-	-	2	33.5
Clay*	-	1	-	25.0
Florin Rd.	-	-	1	43.0
Howe Ave.	25	5	2	16.8
Hurley Way	1	1	-	26.0
Jackson Rd.	-	2	-	27.0
Watt Ave*	-	-	1	33.0
Todhunter Ave.	-	1	-	29.0
Math	**34**	-	-	**2.2**
24th St.	2	-	-	2.0
Auburn Blvd.	2	-	-	3.0
Bowling*	4	-	-	2.5
C St.	4	-	-	2.0
Clay*	3	-	-	2.3
Howe Ave.	5	-	-	3.6
Hurley Way	3	-	-	2.0
Industrial Pkwy.	1	-	-	3.0
Bruceville Rd.	2	-	-	1.0
33rd St.	2	-	-	1.5
Rosemont	2	-	-	1.5
Seavey Circle	2	-	-	1.0
Todhunter Ave.	2	-	-	2.0
Science	**34**	-	-	**2.1**
24th St.	2	-	-	5.0
Auburn Blvd.	2	-	-	1.5
Bowling*	3	-	-	3.0
C St.	3	-	-	3.3
Clay*	2	-	-	2.0
Howe Ave.	9	-	-	1.8
Hurley Way	4	-	-	1.3
Industrial Pkwy.	2	-	-	1.5
Bruceville Rd.	1	-	-	3.0
33rd St.	2	-	-	1.0
Rosemont	2	-	-	1.5
Seavey Circle	1	-	-	1.0
Todhunter Ave.	1	-	-	3.0
Social Science	**74**	-	-	**2.9**
24th St.	4	-	-	2.3
Auburn Blvd.	3	-	-	2.7
Bowling*	7	-	-	3.7
C St.	7	-	-	2.4
Clay*	6	-	-	2.5
Howe Ave.	15	-	-	4.1
Hurley Way	7	-	-	2.4

Industrial Pkwy.	4	-	-	2.5
Bruceville Rd.	4	-	-	5.0
33rd St.	2	-	-	1.5
Rosemont	4	-	-	2.8
Seavey Circle	4	-	-	1.5
Todhunter Ave.	7	-	-	1.9

** Site now closed. Not represented on the current site list.*

Table 37: Average Class Size and Class Size Distribution (Secondary) (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	5	106	2	0
Mathematics	3	44	0	0
Science	2	57	0	0
Social Science	3	100	0	0

**Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.*

Table 37A: Average Class Size and Class Size Distribution by Location (School Year 2023–24)

Entire table - data provided by the LEA ***(DPL)***

Subject Site	1 to 22	23 to 32	33 to 59	60 to 99	Average
HS English	**103**	**4**	**1**	-	**5.2**
Auburn Blvd.	8	1	-	-	7.4
C St.	9	-	-	-	5.7
Las Palmas Ave.	9	-	-	-	2.8
Florin Rd.	4	-	-	-	4.0
Howe Ave.	21	-	1	-	3.8
Marconi	12	2	-	-	6.2
Hayes Ave.	2	-	-	-	1.0
O St.	3	-	-	-	8.3
33rd St.	21	-	-	-	5.7
Rosemont	3	-	-	-	2.7
Seavey Circle	6	-	-	-	3.0
Todhunter Ave.	5	1	-	-	12.0
IHS English	**13**	**9**	**29**	**1**	**33.3**
Auburn Blvd.	1	2	6	-	36.2
Old Auburn Rd.	-	1	1	-	34.0
Howe Ave.	7	5	15	1	34.8
Industrial Pkwy.	-	-	2	-	40.0
Jackson Rd.	4	-	-	-	11.8

Marconi	-	-	1	-	37.0
33rd St.	1	1	2	-	27.5
Todhunter Ave.	-	-	2	-	45.0
Math	**46**	-	-	-	**3.0**
Auburn Blvd.	2	-	-	-	3.0
C St.	4	-	-	-	5.0
Las Palmas Ave.	6	-	-	-	1.7
Florin Rd.	3	-	-	-	2.3
Howe Ave.	6	-	-	-	3.8
Marconi	6	-	-	-	5.0
Hayes Ave.	1	-	-	-	1.0
O St.	1	-	-	-	1.0
33rd St.	11	-	-	-	1.9
Rosemont	1	-	-	-	3.0
Seavey Circle	5	-	-	-	7.0
Science	**47**	-	-	-	**2.5**
Auburn Blvd.	2	-	-	-	3.5
C St.	4	-	-	-	2.3
Las Palmas Ave.	5	-	-	-	1.6
Florin Rd.	2	-	-	-	3.0
Howe Ave.	9	-	-	-	2.3
Marconi*	7	-	-	-	3.1
Hayes Ave.	1	-	-	-	1.0
33rd St.	10	-	-	-	2.5
Rosemont	2	-	-	-	1.0
Seavey Circle	5	-	-	-	6.3
Social Science	**98**	-	-	-	**2.7**
Auburn Blvd.	4	-	-	-	4.0
C St.	10	-	-	-	2.8
Las Palmas Ave.	9	-	-	-	2.4
Florin Rd.	7	-	-	-	3.0
Howe Ave.	17	-	-	-	3.5
Marconi*	11	-	-	-	1.9
Hayes Ave.	2	-	-	-	2.0
O St.	4	-	-	-	2.5
33rd St.	20	-	-	-	2.2
Rosemont	3	-	-	-	2.3
Seavey Circle	11	-	-	-	5.0

Tables 35–37: Providing Accurate Data on Class Sizes
CICA's hybrid learning model—combining independent study and site-based support hubs—requires flexibility in class scheduling and resource distribution. While CDE-reported class size data provides a general overview, it does not fully capture the variability caused by part-time enrollment, remote learning, and in-person support services.

To ensure clarity and transparency, CICA has:

- Replaced Tables 35–37 in the main SARC report with site-specific class size data that reflects enrollment patterns and attendance trends more accurately.
- Moved CDE's calculated data to the appendices for reference and compliance with reporting standards.

Methodology for Class Size Data

Class sizes reported by CICA were determined based on the number of students enrolled in classes categorized under relevant groupings on Census Day, with attendance recorded at least once within 30 calendar days of the Census Day for each respective reporting year. Additional groupings were included to ensure greater accuracy and granularity in site-level reporting. Please refer to the following list for information on class groupings:

H.S. English
English – Level A, B, C

I.H.S. English
English for Work and Life - Levels 0/1, 2/3.
Advanced English for Work and Life.

Math
Algebra
Pre-Algebra

Science
Life Science
Physical Science
Earth Science

Social Science
Economics
U.S. Government and Civics
U.S. History and Geography
World History, Culture, and Geography

Addressing Class Size Challenges

CICA's model emphasizes flexibility to meet the needs of nontraditional learners balancing work, family, and personal responsibilities. This approach inherently leads to fluctuating attendance patterns, as students access digital platforms and in-person services on variable schedules.

CICA recognizes that class sizes at some sites are larger than ideal and is actively addressing these challenges by:

- Enhancing attendance monitoring systems to better track engagement.
- Rebalancing resources and staffing allocations to distribute workloads more evenly across sites.
- Developing new policies for enrollment and attendance tracking to ensure optimal learning environments.
- Growth and Planning Efforts – CICA has taken proactive steps to address class size challenges, including:
    - Pausing enrollment in impacted areas.
    - Implementing new attendance and disenrollment policies to balance class sizes.
    - Developing an Attendance Standard Operating Procedure (SOP) to track engagement and distribute resources more effectively.
    - Utilizing the lottery procedure outlined in our charter.

Commitment to Improvement

CICA remains dedicated to:

- Aligning resources to support small group instruction and personalized learning plans.
- Investing in infrastructure to improve student access to digital tools and in-person services.

- Reporting data transparently while prioritizing program quality and student outcomes.

Access to CDE Data
CDE-reported data for Tables 35–37 has been relocated to the appendices for reference, ensuring compliance while prioritizing relevance and accuracy in the main report.

Table 38: Ratio of Pupils to Academic Counselor (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Title	Ratio
Pupils to Academic Counselor*	3,180

**One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.*

Table 38A: Ratio of Pupils to Academic Counselor (School Year 2023–24)

Entire table - data provided by the LEA ***(DPL)***

Title	Ratio
Pupils to Academic Counselor*	177

**One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.*

Clarifying Counselor Assignments
While the California Department of Education's (CDE) data reflects the total number of students enrolled, CICA assigns academic counselors exclusively to high school students, ensuring targeted support for their academic and career planning. International High School (IHS) students receive dedicated support from ELD Navigators, who provide guidance tailored to their unique needs. To present an accurate picture of counseling resources, CICA has calculated its own ratios based on high school student assignments, specifically including only 10th and 12th-grade students, as all 9th graders are supported by navigators rather than counselors.

Table 39: Student Support Services Staff (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	-
Library Media Services Staff (Paraprofessional)	-
Psychologist	-
Social Worker	-
Nurse	-
Speech/Language/Hearing Specialist	-
Resource Specialist (non-teaching)	-
Other**	-

**One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.*
*** "Other" category is for all other student support services staff positions not listed.*

Table 39A: Student Support Services Staff (School Year 2023–24)

Entire table – data provided by the LEA ***(DPL)***

Due to an error in CALPADS reporting, the CDE-provided data for student support services staff does not accurately reflect the staffing levels at HCCS/CICA. To ensure transparency and accuracy, the following table presents corrected census day data for the 2023–24 school year. This updated information underscores HCCTS' commitment to improving data reporting processes and providing an accurate picture of the resources available to support our students.

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	8.60
Library Media Teacher (Librarian)	-
Library Media Services Staff (Paraprofessional)	35.20
Psychologist	-
Social Worker	-
Nurse	-
Speech/Language/Hearing Specialist	-
Resource Specialist (non-teaching)	-
Other**	39.00
ELD/IHS Navigator	3.00
Career and/or Social/Behavioral Counseling	-

Table 40: Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2022–23)

Partial table - data provided by the CDE ***(DPC)***

- *TRUSD Average Teacher Salary data,*
- *State Average Teacher Salary data, and*
- *State Expenditures Per Pupil (Unrestricted) data.*

Partial table – data provided by the LEA ***(DPL), as follows***

- *The remaining data is to be provided by the LEA.*

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	8,698.95	228.65	8,470.31	73,417
TRUSD	N/A	N/A	15,340.26	90,713
Percent Difference – School Site and TRUSD	N/A	N/A	58%	21.00%
State	N/A	N/A	10,770.62	94,625
Percent Difference – School Site and State	N/A	N/A	24%	25.00%

Note: Cells with N/A values do not require data.

Table 41: Types of Services Funded (Fiscal Year 2023–24)

*Narrative provided by the LEA **(DPL)***

Innovative Support for Student Success
CICA is dedicated to providing resources and opportunities that empower its independent study students to thrive academically and personally. Recognizing that 77.2% of CICA students are actively parenting, the school has implemented innovative solutions to ensure accessibility and equity in education.

Technology for Flexibility and Connectivity
Since August 2020, HCCTS has distributed over 14,286 smartphones to students across its network, including those at CICA, ensuring uninterrupted access to learning resources. In 2023, HCCTS adopted the Google Pixel Fold as a next-generation solution to replace traditional smartphones, Chromebooks, and hotspots. This advanced device combines a large folding screen for versatile application use, a built-in cellular connection for reliable access, and a hotspot to connect additional devices. Since December 2023, 2,415 Pixel Folds have been distributed to CICA students, supporting their independent study model by enabling learning on the go.

Holistic Student and Family Support
CICA's comprehensive support services address the diverse challenges its students face, including free play care, homeless services, access to food pantries and clothing closets, and Civics 101 classes. These resources ensure that students can balance their educational pursuits with family and personal responsibilities.

Language Services and Testing Access
CICA is committed to breaking down language barriers for its growing population of English Learners. Proctors fluent in key languages spoken by students—including Spanish, Farsi, Urdu, Pashto, and Russian—facilitate inclusive testing processes, enabling students to demonstrate their capabilities accurately and confidently.

Driving Innovation Through Feedback and Partnerships
CICA actively seeks feedback from its students and staff to refine services and ensure alignment with their needs. Partnerships with community organizations enhance the school's ability to provide innovative solutions and resources that remove barriers to success.

Measuring Impact
By integrating technology, expanding language services, and providing holistic support, CICA has strengthened its ability to meet the unique needs of its students. These initiatives reflect CICA's ongoing commitment to eradicating educational inequality and fostering long-term success for its independent study population.

Table 42: Teacher and Administrative Salaries (Fiscal Year 2022–23)

Entire table - data provided by the CDE ***(DPC)***

Category	TRUSD Amount	State Average For Districts In Same Category
Beginning Teacher Salary	59,128	56,572.74
Mid-Range Teacher Salary	83,628	87,185.69
Highest Teacher Salary	115,265	119,664.66
Average Principal Salary (Elementary)	136,222	148,486.09
Average Principal Salary (Middle)	143,552	154,835.19
Average Principal Salary (High)	151,948	170,007.96
Superintendent Salary	339,379	338,699.13
Percent of Budget for Teacher Salaries	23%	31.41%
Percent of Budget for Administrative Salaries	5%	4.86%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at https://www.cde.ca.gov/ds/fd/cs/.

Table 42A: Teacher and Administrative Salaries (Fiscal Year 2022–23)

Entire table - data provided by the LEA ***(DPL)***

Category	HCCTS Amount
Beginning Teacher Salary	66,347
Mid-Range Teacher Salary	89,167
Highest Teacher Salary	103,221
Average Principal Salary (Elementary)	–
Average Principal Salary (Middle)	–
Average Principal Salary (High)	122,935
Superintendent Salary	250,212
Percent of Budget for Teacher Salaries	19.93%
Percent of Budget for Administrative Salaries	4.72%

Table 43: Advanced Placement (AP) Courses (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Percent of Students in AP Courses*:*

Subject	Number of AP Courses Offered*
Computer Science	-
English	-
Fine and Performing Arts	-
Foreign Language	-
Mathematics	-
Science	-
Social Science	-
Total AP Courses Offered*	-

**Where there are student course enrollments of at least one student.*

CICA does not offer Advanced Placement (AP) courses due to its focus on serving adult learners who require flexible, career-focused, and skills-based pathways to high school completion and workforce readiness.

Instead, CICA prioritizes Career Technical Education (CTE) programs and industry-recognized certifications that align with students' career goals and provide practical skills for employment and advancement.

This approach reflects CICA's commitment to meeting the unique needs of its diverse student population through accessible, relevant, and outcomes-driven education.

Table 44: Professional Development

*Entire table - data provided by the LEA **(DPL)***

Measure	2022–23	2023–24	2024–25
Number of school days dedicated to Staff Development and Continuous Improvement	5	5	5

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

- During five Teacher Work Days/Non-Student Days, CICA provides a full day of school-wide staff professional development, offering sessions addressing such topics as identifying and metabolizing collective trauma, CPR training, sexual harassment training, Safeschools Trainings, K12 Swift Alert Solutions training, etc.
- CICA offers monthly professional development days that are hosted by our instructional and curriculum teams that feature topics such as standards alignment and curriculum, use of instructional approaches, materials, and assessments, application of technology in the classroom, cultural awareness, leadership, literacy/pre-literacy, etc.

- In addition, CICA is committed to providing full-time certificated teachers with funding designated to support his/her participation in the pursuit of additional training, advanced degrees or designations, continuing coursework at the college or university level, or attendance at educational workshops and/or conferences, contingent upon the annual budget allocations. Our teachers have attended EdConnective 12 week mentoring, Reaching At Promise Students Association (RAPSA) Conference, EdTech, CASAS Institute, and Workforce Investment Opportunity Act conferences. CICA offers monthly instructional professional development days that feature break-out sessions and workshops led by our Principals and curriculum teams.

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
CICA	MARYSVILLE - 715 C Street, Marysville, CA 95901	3/4/2024	Scott Leaman	2	0	48		2 teachers share a classroom on site. This is an independent student program using the Edmentum High School software, so students would not be present. Low bar to stay enrolled?
CTE	Oak Park - "2520 33rd St, Sacramento, CA 95817"	10/31/2024	Scott Leaman	1	0	0		Based on interview with teacher, program has not stared yet for this school year.
HCCS	Del Paso - "1100 Las Palmas Avenue, Sacramento, CA 95815"	3/26/2024	Scott Leaman	1	N/A			Class had not started yet but the teacher was meeting with students
HCCS	10017 Folsom Blvd, Sacramento, CA 95827	8/6/2024	Scott Leaman	3	68	635	2	Classes have enrollment assigned to classroom that would be beyond capacity if the students attended
HCCS	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	8/6/2024	Scott Leaman	2	23	223	2	Classes have enrollment assigned to classroom that would be beyond capacity if the students attended
HCCS	HILLSDALE - 5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	3/14/2024	Scott Leaman	3	135	950		Classrooms are croweded but they are expanding in to new spaces (Hillsdale #2)
CICA	Marconi 2 - "3727 Marconi Ave, Sacramento, CA 95821"	8/13/2024	Scott Leaman	3	65 - online	175	1	Concerns about curriculum and dropouts. Report that other teachers just pass on students
CTE	1333 Grand Avenue, Sacramento, CA 95838	9/18/2024	Scott Leaman	5	d in the afternoon			CTE programs have very small enrollment per class

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS (No CICA at this site)	North Laguna - 8211 Bruceville Rd, #115, Sacramento, CA 95823	8/12/2024	Scott Leaman	2	58	321		Based on interview with teacher, program has not rdared yet for this school year.
HCCS	Center Parkway "7839 Center Parkway, Sacramento, CA 95823"	8/12/2024	Scott Leaman	2	77	232		Based on interview with teacher, program has not parkwayared yet for this school year.
HCCS	Maple - 3301 37th Avenue, Sacramento, CA 95824	4/11/2024	Scott Leaman	5	47	854		It was shared that the visits happened during Eid which could affect attendance. The school was also doing assessment testing.
CICA	Oak Park - "2520 33rd St, Sacramento, CA 95817"	10/31/2024	Scott Leaman	0	0 (online program)	86		Not in class on this day, but is an online program
CICA	1326 O Street, Sacramento, CA 95814	8/7/2024	Scott Leaman	0	0	0		Not staff at site due to shortage
HCCS	OXNARD 328 West Third Street, Oxnard, CA 93030	2/29/24 - 3/1/24	Scott Leaman	2	42	119		Observed a night and morning class. Enrolled
HCCS	South Lake Tahoe - 1041 Lyons Avenue, South Lake Tahoe, CA 96150	4/10/2024	Scott Leaman	N/A	N/A	N/A		Prinicipal said this is a future site
HCCS	12th Street - " 701 12th Street, Suite 203, Sacramento, CA 95814"	N/A	Scott Leaman	Site Closed	N/A	N/A		Site closed per Lee Farrand
CICA	9880 Jackson Road, Sacramento, CA 95827	9/25/2024	Scott Leaman	1	5	24		

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
CICA	Del Paso 2 - "3730 Marysville Blvd, Sacramento, CA 95838"	3/26/2024	Scott Leaman	1	0			This is a CICA online program so students are in distance learning
HCCS	HILLSDALE #2 - 5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	3/14/2024	Scott Leaman	0	0	0		This is an expansion site for Hillsdale #1. There is also a student center and an enrollment center on sit.
HCCS	OXNARD 2 560 South A Street, Suite B, Oxnard, CA 93030	3/1/2024	Scott Leaman	0	0	0		This is an expansion site that has not held a class yet. They reported they need the site due to an increase in enrollment. The site is clean and a quality large classroom. No students have attended this site yet. Students from Oxnard will attend this site also.
HCCS	HEMLOCK - 5537 Hemlock Street, Sacramento, CA 95841	3/14/2024	Scott Leaman	1	34	80		This is the Russian Library opened for students in the evening
HCCS	MARYSVILLE 2- 1431 C St, Marysville, CA 95901	3/4/2024	Scott Leaman	0	0	0	1	This site is a professonal baseball field. When I intervied the contact he stated no students are present and they had only 2 events there. There is/was hope that it would be a site for landscaping, culinary programs.
CICA	San Pablo - 1964 Rumrill Blvd, San Pablo, CA 94806	11/6/2024	Scott Leaman	1	online progr	5	1	This site is not listed as a CICA site. Von Allen stated the teacher was moved from the Oakland site when it closed.
HCCS	Marconi 2 - "3727 Marconi Ave, Sacramento, CA 95821"	8/13/2024	Scott Leaman	3	46	1054	1	two classes at this site have 228 and 286 students respectively

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS	1333 Grand Avenue, Sacramento, CA 95838	9/18/2024	Scott Leaman	2	65	1,222		Visited in the afternoon and there were few students present. 2 teachers were in meetings and 3 classrooms had long term substitutes
HCCS	Old Auburn - 7817 Old Auburn, Citrus Hights	4/19/2024	Scott Leaman	N/A	N/A	N/A		Workers present and preparing at least 4 classrooms. Spreadsheet says classes have not
HCCS	MARYSVILLE - 715 C Street, Marysville, CA 95901	3/4/2024	Scott Leaman	2	17	130		2 teachers share a classroom on site. This is an independent student program using the Edmentum High School software, so students would not be present. Low bar to stay enrolled?
HCCS	HEMLOCK #2 - 5527 Hemlock Street, Suite B, Sacramento, CA 95841	3/14/2024	Scott Leaman	1	24	60		
HCCS	McClellan 3144 Palm Street, Building 826, McClellan Park, CA 95652	3/15/2024	Scott Leaman	2	87	253		
HCCS	McClellan #2 5411 Luce Ave, Unit 242, McClellan, CA 95652	3/15/2024	Scott Leaman	2	55	180		Based on interview with teacher, program has not unit 242ared yet for this school year.
CICA	Del Paso - "1100 Las Palmas Avenue, Sacramento, CA 95815"	3/26/2024	Scott Leaman	2	11			
HCCS/**CICA**	Auburn - 4441 Auburn Blvd, Suite H & M Sacramento, CA 95841	3/27/2024	Scott Leaman	2	N/A Online Program			Cblvds had not started yet but the teacher was meeting with stuaunts
HCCS/**CICA**	Auburn - 4441 Auburn Blvd, Suite J, Sacramento, CA 95841	3/27/2024	Scott Leaman	1	24	0 = 197, 12=65		

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS	College Oak - 4545 College Oak Drive, Sacramento, CA 95841	4/3/2024	Scott Leaman	3	102	1800		
HCCS	Maple 2 - 5961 Franklin Blvd, Sacramento, CA 95824	4/11/2024	Scott Leaman	2	43	176		
CICA	Florin - "3801 Florin Road, Suite 107, Sacramento, CA 95823"	4/24/2024	Scott Leaman	1	Online	40		Based on interview with teacher, program has not suite 107ared yet for this school year.
CICA	Bowling - "7171 Bowling Drive, #1120, Sacramento, CA 95823"	4/24/2024	Scott Leaman	1	Online	16		
HCCS	"Larkspur #2 - Larkspur #2 - 1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	4/26/2024	Scott Leaman	1	30	190		Classrooms are croweded but they are expanding in Sacramento new spaces (Larkspur #2)
HCCS	Larkspur #1 - "1100 Fulton Avenue, #F, Sacramento, CA 95825"	4/26/2024	Scott Leaman	N/A	N/A	N/A		Based on interview with teacher, program has not fared yet for this school year.
HCCS	Hurley - "3205 Hurley Way, Sacramento, CA 95864"	4/26/2024	Scott Leaman	3	70	350		It was shared Hurleyat Hurleye visits happened during Eid which could affect attendance. The school was also doing assessment testing.
CICA	"SHRA Marina - 30 Seavey Circle, Sacramento, CA 95818"	4/29/2024	Scott Leaman					Based on interview with teacher, program has not circleared yet for this school year.

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
CICA	431 Hayes Avenue, Sacramento, CA 95838	5/9/2024	Scott Leaman	3	20	88		
HCCS	1111 Howe Avenue, #655, Sacramento, CA 95825	5/13/24	Scott Leaman	3	73	401		It was shared Avendeat Avendee visits happened during Eid which could affect attendance. The school was also doing assessment testing.
HCCS	Fair Oaks - "2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825"	5/22/2024	Scott Leaman	pport Site C	2	0		Classrooms are croweded but they are expanding in to new spaces (Oaks #2)
HCCS	West Sac - "800 Todhunter Avenue, West Sacramento, CA 95605"	5/29/2024	Scott Leaman	3	34	510		
HCCS	Capitol Mall - "555 Capitol Mall, #735, Sacramento, CA 95814"	5/29/2024	Scott Leaman	2	10 inperson, 15 online	30		Based on interview with teacher, program has not mallared yet for this school year.
HCCS	Edison - "2300 Edison Avenue, Sacramento, CA 95821"	8/13/2024	Scott Leaman	5	149	1065		It was shared Edisonat Edisone visits happened during Eid which could affect attendance. The school was also doing assessment testing.
HCCS (No CICA at this site)	24th Street 7720 24th Street, Sacramento, CA 95832	8/13/2024	Scott Leaman	1	32	117		Based on interview with teacher, program has not streetared yet for this school year.
HCCS	South Side Park 730 S Street, Sacramento, CA 95811	8/13/2024	Scott Leaman	2	23	76		
CICA	Rosemont - "8401 Jackson Rd, Sacramento, CA 95826"	8/14/2024	Scott Leaman	1	24 (online and at women's center)	24		It was shared Jacksonat Jacksone visits happened during Eid which could affect attendance. The school was also doing assessment testing.

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS	Industrial - 8180 Industrial Pkwy, Sacramento, CA 95824	8/14/2024	Scott Leaman	1	7	32		It was shared Industrialat Industriale visits happened during Eid which could affect attendance. The school was also doing assessment testing.
CICA	Industrial - 8180 Industrial Pkwy,	8/14/2024	Scott Leaman	1	25 (online)	25		It was shared Industrialat Industriale visits happened during Eid which could affect
HCCS	65th Back Viet South6853 65th Street, Suite C,	8/14/2024	Scott Leaman	2	92	218		Classrooms are croweded but they are expanding in A 95828 new spaces (Back #2)
HCCS	Yuba City - 229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	9/19/2024	Scott Leaman	1	36	80		Classrooms are croweded but they are expanding in 1 new spaces (City #2)
HCCS	Asher - 1215 Howe Avenue, #101, Sacramento, CA 95825	9/26/2024	Scott Leaman	3	5	32		
HCCS/CTE	Garden Grove - 10121 Westminster Avenue, Garden Grove, CA 92843	10/23/2024	Scott Leaman	1	0	38		
HCCS	Garden Grove 2 - 14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	10/23/2024	Scott Leaman	1	32	296		Classrooms are croweded but they are expanding in Grove new spaces (Grove #2)
HCCS	Oak Park - "2520 33rd St, Sacramento, CA 95817"	10/31/2024	Scott Leaman	4	70	268		Based on interview with teacher, program has not stared yet for this school year.
HCCS	San Pablo - 1964 Rumrill Blvd, San Pablo, CA 94806	11/6/2024	Scott Leaman	1	8	48		

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/26/25 07:54 PM**

08/29/2022 to 04/07/2023 =141 days

Track B 141 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	7	0	0	7	987	0	45	0	0.00	942.00	6.68	100.00 %
10	6	0	0	6	846	0	126	0	0.00	720.00	5.11	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	27	2	0	29	4089	0	288	0	25.00	3776.00	26.78	99.34 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**40**	**2**	**0**	**42**	**5922**	**0**	**459**	**0**	**25.00**	**5438.00**	**38.57**	**99.54 %**
Grand Total	**40**	**2**	**0**	**42**	**5922**	**0**	**459**	**0**	**25.00**	**5438.00**	**38.57**	**99.54 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/26/25 07:55 PM**

09/12/2022 to 04/07/2023 =132 days

Track C 132 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	158	1939	660	1437	276804	0	167815	0	822.00	108167.00	819.45	99.25 %
10	17	271	74	214	38016	0	23681	0	35.00	14300.00	108.33	99.76 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	37	700	202	535	97284	0	59698	0	721.00	36865.00	279.28	98.08 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**212**	**2910**	**936**	**2186**	**412104**	**0**	**251194**	**0**	**1578.00**	**159332.00**	**1207.06**	**99.02 %**
Grand Total	**212**	**2910**	**936**	**2186**	**412104**	**0**	**251194**	**0**	**1578.00**	**159332.00**	**1207.06**	**99.02 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/26/25 07:53 PM**

08/15/2022 to 03/24/2023 =141 days

Track A 141 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	1057	392	665	149037	0	35244	0	304.00	113489.00	804.89	99.73 %
10	0	243	75	168	34263	0	7023	0	7.00	27233.00	193.14	99.97 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	682	289	393	96162	0	26438	0	604.00	69120.00	490.21	99.13 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**1982**	**756**	**1226**	**279462**	**0**	**68705**	**0**	**915.00**	**209842.00**	**1488.24**	**99.57 %**
Grand Total	**0**	**1982**	**756**	**1226**	**279462**	**0**	**68705**	**0**	**915.00**	**209842.00**	**1488.24**	**99.57 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:18 PM**

08/15/2022 to 09/09/2022 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	1005	84	921	19095	0	700	0	15.00	18380.00	967.37	99.92 %
10	0	234	8	226	4446	0	264	0	0.00	4182.00	220.11	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	651	41	610	12369	0	474	0	68.00	11827.00	622.47	99.43 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**1890**	**133**	**1757**	**35910**	**0**	**1438**	**0**	**83.00**	**34389.00**	**1809.95**	**99.76 %**
Grand Total	**0**	**1890**	**133**	**1757**	**35910**	**0**	**1438**	**0**	**83.00**	**34389.00**	**1809.95**	**99.76 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:19 PM**

09/12/2022 to 10/07/2022 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	921	10	62	869	18620	0	472	0	8.00	18140.00	907.00	99.96 %
10	226	3	27	202	4580	0	151	0	0.00	4429.00	221.45	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	610	1	59	552	12220	0	300	0	110.00	11810.00	590.50	99.08 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1757**	**14**	**148**	**1623**	**35420**	**0**	**923**	**0**	**118.00**	**34379.00**	**1718.95**	**99.66 %**
Grand Total	**1757**	**14**	**148**	**1623**	**35420**	**0**	**923**	**0**	**118.00**	**34379.00**	**1718.95**	**99.66 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:20 PM**

10/10/2022 to 11/04/2022 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	869	17	64	822	17720	0	487	0	47.00	17186.00	859.30	99.73 %
10	202	0	14	188	4040	0	70	0	0.00	3970.00	198.50	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	552	7	46	513	11180	0	286	0	169.00	10725.00	536.25	98.45 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1623**	**24**	**124**	**1523**	**32940**	**0**	**843**	**0**	**216.00**	**31881.00**	**1594.05**	**99.33 %**
Grand Total	**1623**	**24**	**124**	**1523**	**32940**	**0**	**843**	**0**	**216.00**	**31881.00**	**1594.05**	**99.33 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:21 PM**

11/07/2022 to 12/02/2022 =14 days

Track A 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	822	15	62	775	11718	0	395	0	45.00	11278.00	805.57	99.60 %
10	188	3	6	185	2674	0	56	0	6.00	2612.00	186.57	99.77 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	513	3	53	463	7224	0	292	0	113.00	6819.00	487.07	98.37 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1523**	**21**	**121**	**1423**	**21616**	**0**	**743**	**0**	**164.00**	**20709.00**	**1479.21**	**99.21 %**
Grand Total	**1523**	**21**	**121**	**1423**	**21616**	**0**	**743**	**0**	**164.00**	**20709.00**	**1479.21**	**99.21 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:21 PM**

12/05/2022 to 12/30/2022 =15 days

Track A 15 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	775	5	0	780	11700	0	2	0	33.00	11665.00	777.67	99.72 %
10	185	2	0	187	2805	0	3	0	0.00	2802.00	186.80	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	463	4	2	465	7005	0	13	0	0.00	6992.00	466.13	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1423**	**11**	**2**	**1432**	**21510**	**0**	**18**	**0**	**33.00**	**21459.00**	**1430.60**	**99.85 %**
Grand Total	**1423**	**11**	**2**	**1432**	**21510**	**0**	**18**	**0**	**33.00**	**21459.00**	**1430.60**	**99.85 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:22 PM**

01/02/2023 to 01/27/2023 =14 days

Track A 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	780	18	51	747	11172	0	792	0	26.00	10354.00	739.57	99.75 %
10	187	3	8	182	2660	0	120	0	0.00	2540.00	181.43	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	465	10	74	401	6650	0	1057	0	40.00	5553.00	396.64	99.28 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1432**	**31**	**133**	**1330**	**20482**	**0**	**1969**	**0**	**66.00**	**18447.00**	**1317.64**	**99.64 %**
Grand Total	**1432**	**31**	**133**	**1330**	**20482**	**0**	**1969**	**0**	**66.00**	**18447.00**	**1317.64**	**99.64 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:23 PM**

01/30/2023 to 02/24/2023 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	747	15	48	714	14478	0	1029	0	89.00	13360.00	703.16	99.34 %
10	182	3	8	177	3515	0	170	0	1.00	3344.00	176.00	99.97 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	401	41	35	407	8398	0	682	0	53.00	7663.00	403.32	99.31 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1330**	**59**	**91**	**1298**	**26391**	**0**	**1881**	**0**	**143.00**	**24367.00**	**1282.47**	**99.42 %**
Grand Total	**1330**	**59**	**91**	**1298**	**26391**	**0**	**1881**	**0**	**143.00**	**24367.00**	**1282.47**	**99.42 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:24 PM**

02/27/2023 to 03/24/2023 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	714	16	65	665	14600	0	1433	0	41.00	13126.00	656.30	99.69 %
10	177	5	14	168	3640	0	286	0	0.00	3354.00	167.70	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	407	13	27	393	8400	0	618	0	51.00	7731.00	386.55	99.34 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1298**	**34**	**106**	**1226**	**26640**	**0**	**2337**	**0**	**92.00**	**24211.00**	**1210.55**	**99.62 %**
Grand Total	**1298**	**34**	**106**	**1226**	**26640**	**0**	**2337**	**0**	**92.00**	**24211.00**	**1210.55**	**99.62 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:34 PM**

08/29/2022 to 09/23/2022 =19 days

Track B 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	7	0	0	7	133	0	0	0	0.00	133.00	7.00	100.00 %
10	6	0	1	5	114	0	14	0	0.00	100.00	5.26	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	27	2	0	29	551	0	10	0	0.00	541.00	28.47	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**40**	**2**	**1**	**41**	**798**	**0**	**24**	**0**	**0.00**	**774.00**	**40.74**	**100.00 %**
Grand Total	**40**	**2**	**1**	**41**	**798**	**0**	**24**	**0**	**0.00**	**774.00**	**40.74**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:35 PM**

09/26/2022 to 10/21/2022 =20 days

Track B 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	7	0	0	7	140	0	0	0	0.00	140.00	7.00	100.00 %
10	5	0	0	5	100	0	0	0	0.00	100.00	5.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	29	0	3	26	580	0	45	0	15.00	520.00	26.00	97.20 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**41**	**0**	**3**	**38**	**820**	**0**	**45**	**0**	**15.00**	**760.00**	**38.00**	**98.06 %**
Grand Total	**41**	**0**	**3**	**38**	**820**	**0**	**45**	**0**	**15.00**	**760.00**	**38.00**	**98.06 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:36 PM**

10/24/2022 to 11/18/2022 =19 days

Track B 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	7	0	0	7	133	0	0	0	0.00	133.00	7.00	100.00 %
10	5	0	0	5	95	0	0	0	0.00	95.00	5.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	26	0	0	26	494	0	0	0	5.00	489.00	25.74	98.99 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**38**	**0**	**0**	**38**	**722**	**0**	**0**	**0**	**5.00**	**717.00**	**37.74**	**99.31 %**
Grand Total	**38**	**0**	**0**	**38**	**722**	**0**	**0**	**0**	**5.00**	**717.00**	**37.74**	**99.31 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:37 PM**

11/21/2022 to 12/16/2022 =15 days

Track B 15 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	7	0	0	7	105	0	0	0	0.00	105.00	7.00	100.00 %
10	5	0	0	5	75	0	0	0	0.00	75.00	5.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	26	0	1	25	390	0	15	0	5.00	370.00	24.67	98.67 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**38**	**0**	**1**	**37**	**570**	**0**	**15**	**0**	**5.00**	**550.00**	**36.67**	**99.10 %**
Grand Total	**38**	**0**	**1**	**37**	**570**	**0**	**15**	**0**	**5.00**	**550.00**	**36.67**	**99.10 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:38 PM**

12/19/2022 to 01/13/2023 =10 days

Track B 10 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	7	0	1	6	70	0	5	0	0.00	65.00	6.50	100.00 %
10	5	0	0	5	50	0	0	0	0.00	50.00	5.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	25	2	1	26	270	0	15	0	0.00	255.00	25.50	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**37**	**2**	**2**	**37**	**390**	**0**	**20**	**0**	**0.00**	**370.00**	**37.00**	**100.00 %**
Grand Total	**37**	**2**	**2**	**37**	**390**	**0**	**20**	**0**	**0.00**	**370.00**	**37.00**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:39 PM**

01/16/2023 to 02/10/2023 =19 days

Track B 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	6	0	0	6	114	0	0	0	0.00	114.00	6.00	100.00 %
10	5	0	0	5	95	0	0	0	0.00	95.00	5.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	26	0	0	26	494	0	0	0	0.00	494.00	26.00	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**37**	**0**	**0**	**37**	**703**	**0**	**0**	**0**	**0.00**	**703.00**	**37.00**	**100.00 %**
Grand Total	**37**	**0**	**0**	**37**	**703**	**0**	**0**	**0**	**0.00**	**703.00**	**37.00**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:39 PM**

02/13/2023 to 03/10/2023 =19 days

Track B 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	6	0	0	6	114	0	0	0	0.00	114.00	6.00	100.00 %
10	5	0	0	5	95	0	0	0	0.00	95.00	5.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	26	3	0	29	551	0	24	0	0.00	527.00	27.74	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**37**	**3**	**0**	**40**	**760**	**0**	**24**	**0**	**0.00**	**736.00**	**38.74**	**100.00 %**
Grand Total	**37**	**3**	**0**	**40**	**760**	**0**	**24**	**0**	**0.00**	**736.00**	**38.74**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:40 PM**

03/13/2023 to 04/07/2023 =20 days

Track B 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	6	1	0	7	140	0	2	0	0.00	138.00	6.90	100.00 %
10	5	1	0	6	120	0	10	0	0.00	110.00	5.50	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	29	0	0	29	580	0	0	0	0.00	580.00	29.00	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**40**	**2**	**0**	**42**	**840**	**0**	**12**	**0**	**0.00**	**828.00**	**41.40**	**100.00 %**
Grand Total	**40**	**2**	**0**	**42**	**840**	**0**	**12**	**0**	**0.00**	**828.00**	**41.40**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:57 PM**

09/12/2022 to 10/07/2022 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	158	155	1	312	6260	0	2233	0	84.00	3943.00	197.15	97.91 %
10	17	44	5	56	1220	0	554	0	0.00	666.00	33.30	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	37	84	23	98	2420	0	874	0	77.00	1469.00	73.45	95.02 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**212**	**283**	**29**	**466**	**9900**	**0**	**3661**	**0**	**161.00**	**6078.00**	**303.90**	**97.42 %**
Grand Total	**212**	**283**	**29**	**466**	**9900**	**0**	**3661**	**0**	**161.00**	**6078.00**	**303.90**	**97.42 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:58 PM**

10/10/2022 to 11/04/2022 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	312	245	17	540	11140	0	2455	0	72.00	8613.00	430.65	99.17 %
10	56	26	4	78	1640	0	249	0	5.00	1386.00	69.30	99.64 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	98	67	9	156	3300	0	569	0	104.00	2627.00	131.35	96.19 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**466**	**338**	**30**	**774**	**16080**	**0**	**3273**	**0**	**181.00**	**12626.00**	**631.30**	**98.59 %**
Grand Total	**466**	**338**	**30**	**774**	**16080**	**0**	**3273**	**0**	**181.00**	**12626.00**	**631.30**	**98.59 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:59 PM**

11/07/2022 to 12/02/2022 =14 days

Track C 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	540	219	32	727	10626	0	1630	0	96.00	8900.00	635.71	98.93 %
10	78	29	6	101	1498	0	283	0	9.00	1206.00	86.14	99.26 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	156	76	12	220	3248	0	563	0	48.00	2637.00	188.36	98.21 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**774**	**324**	**50**	**1048**	**15372**	**0**	**2476**	**0**	**153.00**	**12743.00**	**910.21**	**98.81 %**
Grand Total	**774**	**324**	**50**	**1048**	**15372**	**0**	**2476**	**0**	**153.00**	**12743.00**	**910.21**	**98.81 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:00 PM**

12/05/2022 to 01/13/2023 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	727	339	141	925	21320	0	4932	0	135.00	16253.00	812.65	99.18 %
10	101	30	36	95	2620	0	513	0	0.00	2107.00	105.35	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	220	71	28	263	5820	0	947	0	51.00	4822.00	241.10	98.95 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1048**	**440**	**205**	**1283**	**29760**	**0**	**6392**	**0**	**186.00**	**23182.00**	**1159.10**	**99.20 %**
Grand Total	**1048**	**440**	**205**	**1283**	**29760**	**0**	**6392**	**0**	**186.00**	**23182.00**	**1159.10**	**99.20 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:00 PM**

01/16/2023 to 02/10/2023 =19 days

Track C 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	925	359	124	1160	24396	0	4369	0	86.00	19941.00	1049.53	99.57 %
10	95	38	5	128	2527	0	455	0	0.00	2072.00	109.05	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	263	220	42	441	9177	0	2664	0	139.00	6374.00	335.47	97.87 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1283**	**617**	**171**	**1729**	**36100**	**0**	**7488**	**0**	**225.00**	**28387.00**	**1494.05**	**99.21 %**
Grand Total	**1283**	**617**	**171**	**1729**	**36100**	**0**	**7488**	**0**	**225.00**	**28387.00**	**1494.05**	**99.21 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:01 PM**

02/13/2023 to 03/10/2023 =19 days

Track C 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1160	339	185	1314	28481	0	5077	0	122.00	23282.00	1225.37	99.48 %
10	128	60	10	178	3572	0	676	0	1.00	2895.00	152.37	99.97 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	441	115	53	503	10564	0	1724	0	181.00	8659.00	455.74	97.95 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1729**	**514**	**248**	**1995**	**42617**	**0**	**7477**	**0**	**304.00**	**34836.00**	**1833.47**	**99.13 %**
Grand Total	**1729**	**514**	**248**	**1995**	**42617**	**0**	**7477**	**0**	**304.00**	**34836.00**	**1833.47**	**99.13 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:02 PM**

03/13/2023 to 04/07/2023 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1314	331	208	1437	32900	0	5438	0	227.00	27235.00	1361.75	99.17 %
10	178	49	13	214	4540	0	552	0	20.00	3968.00	198.40	99.50 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	503	88	56	535	11820	0	1422	0	121.00	10277.00	513.85	98.84 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1995**	**468**	**277**	**2186**	**49260**	**0**	**7412**	**0**	**368.00**	**41480.00**	**2074.00**	**99.12 %**
Grand Total	**1995**	**468**	**277**	**2186**	**49260**	**0**	**7412**	**0**	**368.00**	**41480.00**	**2074.00**	**99.12 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/26/25 07:43 PM**

07/10/2023 to 03/29/2024 =169 days

Track A 169 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	1877	955	922	317213	0	106298	0	307.00	210608.00	1246.20	99.85 %
10	0	510	189	321	86190	0	21715	0	34.00	64441.00	381.31	99.95 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	902	451	451	152438	0	47328	0	385.00	104725.00	619.67	99.63 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**3289**	**1595**	**1694**	**555841**	**0**	**175341**	**0**	**726.00**	**379774.00**	**2247.18**	**99.81 %**
Grand Total	**0**	**3289**	**1595**	**1694**	**555841**	**0**	**175341**	**0**	**726.00**	**379774.00**	**2247.18**	**99.81 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/26/25 07:44 PM**

08/14/2023 to 03/22/2024 =141 days

Track B 141 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	301	158	143	42441	0	16256	0	9.00	26176.00	185.65	99.97 %
10	0	87	39	48	12267	0	3999	0	0.00	8268.00	58.64	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	2	139	73	68	19881	0	7441	0	52.00	12388.00	87.86	99.58 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2**	**527**	**270**	**259**	**74589**	**0**	**27696**	**0**	**61.00**	**46832.00**	**332.14**	**99.87 %**
Grand Total	**2**	**527**	**270**	**259**	**74589**	**0**	**27696**	**0**	**61.00**	**46832.00**	**332.14**	**99.87 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/26/25 07:46 PM**

09/11/2023 to 03/29/2024 =127 days

Track C 127 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	2	237	114	125	30353	0	12413	0	346.00	17594.00	138.54	98.07 %
10	0	121	37	84	15367	0	6059	0	5.00	9303.00	73.25	99.95 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	207	94	113	26289	0	12141	0	8.00	14140.00	111.34	99.94 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2**	**565**	**245**	**322**	**72009**	**0**	**30613**	**0**	**359.00**	**41037.00**	**323.13**	**99.13 %**
Grand Total	**2**	**565**	**245**	**322**	**72009**	**0**	**30613**	**0**	**359.00**	**41037.00**	**323.13**	**99.13 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:10 PM**

07/10/2023 to 08/04/2023 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	1415	0	1415	28300	0	591	0	37.00	27672.00	1383.60	99.87 %
10	0	368	0	368	7360	0	169	0	0.00	7191.00	359.55	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	623	3	620	12460	0	246	0	67.00	12147.00	607.35	99.45 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**2406**	**3**	**2403**	**48120**	**0**	**1006**	**0**	**104.00**	**47010.00**	**2350.50**	**99.78 %**
Grand Total	**0**	**2406**	**3**	**2403**	**48120**	**0**	**1006**	**0**	**104.00**	**47010.00**	**2350.50**	**99.78 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:11 PM**

08/07/2023 to 09/01/2023 =18 days

Track A 18 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1415	327	179	1563	31356	0	3254	0	42.00	28060.00	1558.89	99.85 %
10	368	96	21	443	8352	0	380	0	0.00	7972.00	442.89	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	620	268	41	847	15984	0	737	0	5.00	15242.00	846.78	99.97 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2403**	**691**	**241**	**2853**	**55692**	**0**	**4371**	**0**	**47.00**	**51274.00**	**2848.56**	**99.91 %**
Grand Total	**2403**	**691**	**241**	**2853**	**55692**	**0**	**4371**	**0**	**47.00**	**51274.00**	**2848.56**	**99.91 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:12 PM**

09/04/2023 to 09/29/2023 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1563	110	224	1449	31787	0	4473	0	60.00	27254.00	1434.42	99.78 %
10	443	29	37	435	8968	0	733	0	19.00	8216.00	432.42	99.77 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	847	9	73	783	16264	0	1404	0	50.00	14810.00	779.47	99.66 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2853**	**148**	**334**	**2667**	**57019**	**0**	**6610**	**0**	**129.00**	**50280.00**	**2646.32**	**99.74 %**
Grand Total	**2853**	**148**	**334**	**2667**	**57019**	**0**	**6610**	**0**	**129.00**	**50280.00**	**2646.32**	**99.74 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:13 PM**

10/02/2023 to 10/27/2023 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1449	108	167	1390	31140	0	3613	0	30.00	27497.00	1374.85	99.89 %
10	435	20	50	405	9100	0	1060	0	5.00	8035.00	401.75	99.94 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	783	10	84	709	15860	0	1713	0	4.00	14143.00	707.15	99.97 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2667**	**138**	**301**	**2504**	**56100**	**0**	**6386**	**0**	**39.00**	**49675.00**	**2483.75**	**99.92 %**
Grand Total	**2667**	**138**	**301**	**2504**	**56100**	**0**	**6386**	**0**	**39.00**	**49675.00**	**2483.75**	**99.92 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:13 PM**

10/30/2023 to 11/24/2023 =14 days

Track A 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1390	11	95	1306	19614	0	1330	0	28.00	18256.00	1304.00	99.85 %
10	405	12	21	396	5838	0	295	0	0.00	5543.00	395.93	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	709	8	61	656	10038	0	864	0	42.00	9132.00	652.29	99.54 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2504**	**31**	**177**	**2358**	**35490**	**0**	**2489**	**0**	**70.00**	**32931.00**	**2352.21**	**99.79 %**
Grand Total	**2504**	**31**	**177**	**2358**	**35490**	**0**	**2489**	**0**	**70.00**	**32931.00**	**2352.21**	**99.79 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:14 PM**

11/27/2023 to 12/22/2023 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1306	0	99	1207	26120	0	1978	0	22.00	24120.00	1206.00	99.91 %
10	396	1	15	382	7940	0	300	0	0.00	7640.00	382.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	656	10	71	595	13320	0	1411	0	77.00	11832.00	591.60	99.35 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2358**	**11**	**185**	**2184**	**47380**	**0**	**3689**	**0**	**99.00**	**43592.00**	**2179.60**	**99.77 %**
Grand Total	**2358**	**11**	**185**	**2184**	**47380**	**0**	**3689**	**0**	**99.00**	**43592.00**	**2179.60**	**99.77 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:15 PM**

01/08/2024 to 02/02/2024 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1207	2	210	999	22971	0	2749	0	19.00	20203.00	1063.32	99.91 %
10	382	1	32	351	7277	0	482	0	0.00	6795.00	357.63	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	595	8	123	480	11457	0	2102	0	50.00	9305.00	489.74	99.47 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2184**	**11**	**365**	**1830**	**41705**	**0**	**5333**	**0**	**69.00**	**36303.00**	**1910.68**	**99.81 %**
Grand Total	**2184**	**11**	**365**	**1830**	**41705**	**0**	**5333**	**0**	**69.00**	**36303.00**	**1910.68**	**99.81 %**

To the best of my knowledge,
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Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:15 PM**

02/05/2024 to 03/01/2024 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	999	0	30	969	18981	0	275	0	28.00	18678.00	983.05	99.85 %
10	351	1	18	334	6688	0	179	0	0.00	6509.00	342.58	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	480	6	17	469	9234	0	228	0	40.00	8966.00	471.89	99.56 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1830**	**7**	**65**	**1772**	**34903**	**0**	**682**	**0**	**68.00**	**34153.00**	**1797.53**	**99.80 %**
Grand Total	**1830**	**7**	**65**	**1772**	**34903**	**0**	**682**	**0**	**68.00**	**34153.00**	**1797.53**	**99.80 %**

To the best of my knowledge,
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Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:16 PM**

03/04/2024 to 03/29/2024 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	969	4	51	922	19460	0	551	0	41.00	18868.00	943.40	99.78 %
10	334	1	14	321	6700	0	150	0	10.00	6540.00	327.00	99.85 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	469	7	25	451	9520	0	322	0	50.00	9148.00	457.40	99.46 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1772**	**12**	**90**	**1694**	**35680**	**0**	**1023**	**0**	**101.00**	**34556.00**	**1727.80**	**99.71 %**
Grand Total	**1772**	**12**	**90**	**1694**	**35680**	**0**	**1023**	**0**	**101.00**	**34556.00**	**1727.80**	**99.71 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:24 PM**

08/14/2023 to 09/08/2023 =19 days

Track B 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	230	5	225	4370	0	2809	0	9.00	1552.00	81.68	99.42 %
10	0	76	0	76	1444	0	1046	0	0.00	398.00	20.95	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	2	135	2	135	2603	0	1693	0	45.00	865.00	45.53	95.05 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2**	**441**	**7**	**436**	**8417**	**0**	**5548**	**0**	**54.00**	**2815.00**	**148.16**	**98.12 %**
Grand Total	**2**	**441**	**7**	**436**	**8417**	**0**	**5548**	**0**	**54.00**	**2815.00**	**148.16**	**98.12 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:27 PM**

09/11/2023 to 10/06/2023 =20 days

Track B 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	225	68	29	264	5860	0	1096	0	0.00	4764.00	238.20	100.00 %
10	76	9	14	71	1700	0	175	0	0.00	1525.00	76.25	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	135	0	28	107	2700	0	140	0	1.00	2559.00	127.95	99.96 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**436**	**77**	**71**	**442**	**10260**	**0**	**1411**	**0**	**1.00**	**8848.00**	**442.40**	**99.99 %**
Grand Total	**436**	**77**	**71**	**442**	**10260**	**0**	**1411**	**0**	**1.00**	**8848.00**	**442.40**	**99.99 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:28 PM**

10/09/2023 to 11/03/2023 =20 days

Track B 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	264	4	31	237	5360	0	178	0	0.00	5182.00	259.10	100.00 %
10	71	5	6	70	1520	0	70	0	0.00	1450.00	72.50	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	107	8	11	104	2300	0	140	0	0.00	2160.00	108.00	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**442**	**17**	**48**	**411**	**9180**	**0**	**388**	**0**	**0.00**	**8792.00**	**439.60**	**100.00 %**
Grand Total	**442**	**17**	**48**	**411**	**9180**	**0**	**388**	**0**	**0.00**	**8792.00**	**439.60**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:30 PM**

11/06/2023 to 12/01/2023 =14 days

Track B 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	237	0	35	202	3318	0	175	0	0.00	3143.00	224.50	100.00 %
10	70	0	5	65	980	0	25	0	0.00	955.00	68.21	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	104	2	14	92	1484	0	82	0	0.00	1402.00	100.14	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**411**	**2**	**54**	**359**	**5782**	**0**	**282**	**0**	**0.00**	**5500.00**	**392.86**	**100.00 %**
Grand Total	**411**	**2**	**54**	**359**	**5782**	**0**	**282**	**0**	**0.00**	**5500.00**	**392.86**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:30 PM**

12/04/2023 to 12/29/2023 =15 days

Track B 15 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	202	0	0	202	3030	0	0	0	0.00	3030.00	202.00	100.00 %
10	65	0	0	65	975	0	0	0	0.00	975.00	65.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	92	0	1	91	1380	0	5	0	1.00	1374.00	91.60	99.93 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**359**	**0**	**1**	**358**	**5385**	**0**	**5**	**0**	**1.00**	**5379.00**	**358.60**	**99.98 %**
Grand Total	**359**	**0**	**1**	**358**	**5385**	**0**	**5**	**0**	**1.00**	**5379.00**	**358.60**	**99.98 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:31 PM**

01/01/2024 to 01/26/2024 =14 days

Track B 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	202	0	41	161	2828	0	322	0	0.00	2506.00	179.00	100.00 %
10	65	0	8	57	910	0	85	0	0.00	825.00	58.93	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	91	0	14	77	1274	0	142	0	0.00	1132.00	80.86	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**358**	**0**	**63**	**295**	**5012**	**0**	**549**	**0**	**0.00**	**4463.00**	**318.79**	**100.00 %**
Grand Total	**358**	**0**	**63**	**295**	**5012**	**0**	**549**	**0**	**0.00**	**4463.00**	**318.79**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:32 PM**

01/29/2024 to 02/23/2024 =19 days

Track B 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	161	0	10	151	3059	0	40	0	0.00	3019.00	158.89	100.00 %
10	57	0	2	55	1083	0	8	0	0.00	1075.00	56.58	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	77	1	4	74	1482	0	31	0	0.00	1451.00	76.37	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**295**	**1**	**16**	**280**	**5624**	**0**	**79**	**0**	**0.00**	**5545.00**	**291.84**	**100.00 %**
Grand Total	**295**	**1**	**16**	**280**	**5624**	**0**	**79**	**0**	**0.00**	**5545.00**	**291.84**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:33 PM**

02/26/2024 to 03/22/2024 =20 days

Track B 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	151	0	8	143	3020	0	40	0	0.00	2980.00	149.00	100.00 %
10	55	0	7	48	1100	0	35	0	0.00	1065.00	53.25	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	74	1	7	68	1500	0	50	0	5.00	1445.00	72.25	99.66 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**280**	**1**	**22**	**259**	**5620**	**0**	**125**	**0**	**5.00**	**5490.00**	**274.50**	**99.91 %**
Grand Total	**280**	**1**	**22**	**259**	**5620**	**0**	**125**	**0**	**5.00**	**5490.00**	**274.50**	**99.91 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:38 PM**

09/11/2023 to 10/06/2023 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	2	137	6	133	2780	0	1625	0	14.00	1141.00	57.05	98.79 %
10	0	65	2	63	1300	0	803	0	0.00	497.00	24.85	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	90	4	86	1800	0	1002	0	0.00	798.00	39.90	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2**	**292**	**12**	**282**	**5880**	**0**	**3430**	**0**	**14.00**	**2436.00**	**121.80**	**99.43 %**
Grand Total	**2**	**292**	**12**	**282**	**5880**	**0**	**3430**	**0**	**14.00**	**2436.00**	**121.80**	**99.43 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:39 PM**

10/09/2023 to 11/03/2023 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	133	95	25	203	4560	0	932	0	10.00	3618.00	180.90	99.72 %
10	63	35	2	96	1960	0	365	0	0.00	1595.00	79.75	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	86	87	11	162	3460	0	1132	0	7.00	2321.00	116.05	99.70 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**282**	**217**	**38**	**461**	**9980**	**0**	**2429**	**0**	**17.00**	**7534.00**	**376.70**	**99.77 %**
Grand Total	**282**	**217**	**38**	**461**	**9980**	**0**	**2429**	**0**	**17.00**	**7534.00**	**376.70**	**99.77 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:39 PM**

11/06/2023 to 12/01/2023 =14 days

Track C 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	203	1	32	172	2856	0	166	0	36.00	2654.00	189.57	98.66 %
10	96	0	7	89	1344	0	35	0	0.00	1309.00	93.50	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	162	7	27	142	2366	0	197	0	1.00	2168.00	154.86	99.95 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**461**	**8**	**66**	**403**	**6566**	**0**	**398**	**0**	**37.00**	**6131.00**	**437.93**	**99.40 %**
Grand Total	**461**	**8**	**66**	**403**	**6566**	**0**	**398**	**0**	**37.00**	**6131.00**	**437.93**	**99.40 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:40 PM**

12/04/2023 to 12/29/2023 =15 days

Track C 15 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	172	1	1	172	2595	0	11	0	49.00	2535.00	169.00	98.10 %
10	89	0	0	89	1335	0	0	0	0.00	1335.00	89.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	142	6	1	147	2220	0	29	0	0.00	2191.00	146.07	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**403**	**7**	**2**	**408**	**6150**	**0**	**40**	**0**	**49.00**	**6061.00**	**404.07**	**99.20 %**
Grand Total	**403**	**7**	**2**	**408**	**6150**	**0**	**40**	**0**	**49.00**	**6061.00**	**404.07**	**99.20 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:41 PM**

01/08/2024 to 02/02/2024 =19 days

Track C 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	172	2	39	135	3306	0	493	0	81.00	2732.00	143.79	97.12 %
10	89	6	15	80	1805	0	297	0	0.00	1508.00	79.37	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	147	6	40	113	2907	0	670	0	0.00	2237.00	117.74	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**408**	**14**	**94**	**328**	**8018**	**0**	**1460**	**0**	**81.00**	**6477.00**	**340.89**	**98.76 %**
Grand Total	**408**	**14**	**94**	**328**	**8018**	**0**	**1460**	**0**	**81.00**	**6477.00**	**340.89**	**98.76 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:41 PM**

02/05/2024 to 03/01/2024 =19 days

Track C 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	135	0	5	130	2565	0	45	0	76.00	2444.00	128.63	96.98 %
10	80	6	9	77	1634	0	164	0	0.00	1470.00	77.37	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	113	8	7	114	2299	0	149	0	0.00	2150.00	113.16	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**328**	**14**	**21**	**321**	**6498**	**0**	**358**	**0**	**76.00**	**6064.00**	**319.16**	**98.76 %**
Grand Total	**328**	**14**	**21**	**321**	**6498**	**0**	**358**	**0**	**76.00**	**6064.00**	**319.16**	**98.76 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:42 PM**

03/04/2024 to 03/29/2024 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	130	1	6	125	2620	0	70	0	80.00	2470.00	123.50	96.86 %
10	77	9	2	84	1720	0	126	0	5.00	1589.00	79.45	99.69 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	114	7	8	113	2420	0	145	0	0.00	2275.00	113.75	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**321**	**17**	**16**	**322**	**6760**	**0**	**341**	**0**	**85.00**	**6334.00**	**316.70**	**98.68 %**
Grand Total	**321**	**17**	**16**	**322**	**6760**	**0**	**341**	**0**	**85.00**	**6334.00**	**316.70**	**98.68 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 02:57 PM**

07/08/2024 to 03/21/2025 =163 days

Track A 163 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	1048	362	686	170824	0	45774	0	18105.00	106945.00	656.10	85.52 %
10	0	455	221	234	74165	0	28219	0	8710.00	37236.00	228.44	81.04 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	748	332	416	121924	0	45899	0	14164.00	61861.00	379.52	81.37 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**2251**	**915**	**1336**	**366913**	**0**	**119892**	**0**	**40979.00**	**206042.00**	**1264.06**	**83.41 %**
Grand Total	**0**	**2251**	**915**	**1336**	**366913**	**0**	**119892**	**0**	**40979.00**	**206042.00**	**1264.06**	**83.41 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:00 PM**

07/08/2024 to 08/02/2024 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	775	3	772	15500	0	594	0	35.00	14871.00	743.55	99.77 %
10	0	245	0	245	4900	0	522	0	27.00	4351.00	217.55	99.38 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	510	4	506	10200	0	374	0	22.00	9804.00	490.20	99.78 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**1530**	**7**	**1523**	**30600**	**0**	**1490**	**0**	**84.00**	**29026.00**	**1451.30**	**99.71 %**
Grand Total	**0**	**1530**	**7**	**1523**	**30600**	**0**	**1490**	**0**	**84.00**	**29026.00**	**1451.30**	**99.71 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:00 PM**

08/05/2024 to 08/30/2024 =17 days

Track A 17 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	772	155	57	870	15759	0	716	0	2597.00	12446.00	732.12	82.74 %
10	245	88	22	311	5661	0	255	0	1123.00	4283.00	251.94	79.23 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	506	104	33	577	10370	0	501	0	2087.00	7782.00	457.76	78.85 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1523**	**347**	**112**	**1758**	**31790**	**0**	**1472**	**0**	**5807.00**	**24511.00**	**1441.82**	**80.85 %**
Grand Total	**1523**	**347**	**112**	**1758**	**31790**	**0**	**1472**	**0**	**5807.00**	**24511.00**	**1441.82**	**80.85 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:01 PM**

09/02/2024 to 09/27/2024 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	870	15	40	845	16815	0	560	0	2080.00	14175.00	746.05	87.20 %
10	311	1	23	289	5928	0	417	0	1033.00	4478.00	235.68	81.26 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	577	2	43	536	11001	0	657	0	2123.00	8221.00	432.68	79.48 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1758**	**18**	**106**	**1670**	**33744**	**0**	**1634**	**0**	**5236.00**	**26874.00**	**1414.42**	**83.69 %**
Grand Total	**1758**	**18**	**106**	**1670**	**33744**	**0**	**1634**	**0**	**5236.00**	**26874.00**	**1414.42**	**83.69 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:01 PM**

09/30/2024 to 10/25/2024 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	845	1	57	789	16920	0	793	0	2475.00	13652.00	682.60	84.65 %
10	289	12	17	284	6020	0	275	0	1078.00	4667.00	233.35	81.24 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	536	6	44	498	10840	0	732	0	1984.00	8124.00	406.20	80.37 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1670**	**19**	**118**	**1571**	**33780**	**0**	**1800**	**0**	**5537.00**	**26443.00**	**1322.15**	**82.69 %**
Grand Total	**1670**	**19**	**118**	**1571**	**33780**	**0**	**1800**	**0**	**5537.00**	**26443.00**	**1322.15**	**82.69 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:02 PM**

10/28/2024 to 11/22/2024 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	789	10	65	734	15181	0	986	0	2196.00	11999.00	631.53	84.53 %
10	284	34	11	307	6042	0	150	0	1328.00	4564.00	240.21	77.46 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	498	6	36	468	9576	0	569	0	1860.00	7147.00	376.16	79.35 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1571**	**50**	**112**	**1509**	**30799**	**0**	**1705**	**0**	**5384.00**	**23710.00**	**1247.89**	**81.49 %**
Grand Total	**1571**	**50**	**112**	**1509**	**30799**	**0**	**1705**	**0**	**5384.00**	**23710.00**	**1247.89**	**81.49 %**

To the best of my knowledge,
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Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:03 PM**

12/30/2024 to 01/24/2025 =14 days

Track A 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	756	21	75	702	10878	0	750	0	1711.00	8417.00	601.21	83.11 %
10	304	24	27	301	4592	0	353	0	925.00	3314.00	236.71	78.18 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	440	17	92	365	6398	0	1206	0	1137.00	4055.00	289.64	78.10 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**
Grand Total	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**

To the best of my knowledge,
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Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:03 PM**

12/30/2024 to 01/24/2025 =14 days

Track A 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	756	21	75	702	10878	0	750	0	1711.00	8417.00	601.21	83.11 %
10	304	24	27	301	4592	0	353	0	925.00	3314.00	236.71	78.18 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	440	17	92	365	6398	0	1206	0	1137.00	4055.00	289.64	78.10 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**
Grand Total	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**

To the best of my knowledge,
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Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:04 PM**

01/27/2025 to 02/21/2025 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	702	27	34	695	13851	0	661	0	2486.00	10704.00	563.37	81.15 %
10	301	24	52	273	6175	0	634	0	1277.00	4264.00	224.42	76.95 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	365	44	40	369	7771	0	944	0	1510.00	5317.00	279.84	77.88 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1368**	**95**	**126**	**1337**	**27797**	**0**	**2239**	**0**	**5273.00**	**20285.00**	**1067.63**	**79.37 %**
Grand Total	**1368**	**95**	**126**	**1337**	**27797**	**0**	**2239**	**0**	**5273.00**	**20285.00**	**1067.63**	**79.37 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:04 PM**

02/24/2025 to 03/21/2025 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	695	24	33	686	14380	0	561	0	2559.00	11260.00	563.00	81.48 %
10	273	26	65	234	5980	0	1343	0	1011.00	3626.00	181.30	78.20 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	369	74	27	416	8860	0	707	0	1883.00	6270.00	313.50	76.90 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1337**	**124**	**125**	**1336**	**29220**	**0**	**2611**	**0**	**5453.00**	**21156.00**	**1057.80**	**79.51 %**
Grand Total	**1337**	**124**	**125**	**1336**	**29220**	**0**	**2611**	**0**	**5453.00**	**21156.00**	**1057.80**	**79.51 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/16/25 12:52 PM**

10/07/2024 to 11/01/2024 =20 days

Track B 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	33	1	5	29	680	0	65	0	187.00	428.00	21.40	69.59 %
10	29	2	5	26	620	0	65	0	143.00	412.00	20.60	74.23 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	41	4	4	41	900	0	96	0	249.00	555.00	27.75	69.03 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**103**	**7**	**14**	**96**	**2200**	**0**	**226**	**0**	**579.00**	**1395.00**	**69.75**	**70.67 %**
Grand Total	**103**	**7**	**14**	**96**	**2200**	**0**	**226**	**0**	**579.00**	**1395.00**	**69.75**	**70.67 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/16/25 12:35 PM**

10/07/2024 to 11/01/2024 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	3	27	1	29	600	0	410	0	98.00	92.00	4.60	48.42 %
10	2	35	0	37	740	0	516	0	90.00	134.00	6.70	59.82 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	13	25	2	36	760	0	385	0	68.00	307.00	15.35	81.87 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**18**	**87**	**3**	**102**	**2100**	**0**	**1311**	**0**	**256.00**	**533.00**	**26.65**	**67.55 %**
Grand Total	**18**	**87**	**3**	**102**	**2100**	**0**	**1311**	**0**	**256.00**	**533.00**	**26.65**	**67.55 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 02:57 PM**

07/08/2024 to 03/21/2025 =163 days

Track A 163 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	1048	362	686	170824	0	45774	0	18105.00	106945.00	656.10	85.52 %
10	0	455	221	234	74165	0	28219	0	8710.00	37236.00	228.44	81.04 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	748	332	416	121924	0	45899	0	14164.00	61861.00	379.52	81.37 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**2251**	**915**	**1336**	**366913**	**0**	**119892**	**0**	**40979.00**	**206042.00**	**1264.06**	**83.41 %**
Grand Total	**0**	**2251**	**915**	**1336**	**366913**	**0**	**119892**	**0**	**40979.00**	**206042.00**	**1264.06**	**83.41 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:00 PM**

07/08/2024 to 08/02/2024 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	775	3	772	15500	0	594	0	35.00	14871.00	743.55	99.77 %
10	0	245	0	245	4900	0	522	0	27.00	4351.00	217.55	99.38 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	510	4	506	10200	0	374	0	22.00	9804.00	490.20	99.78 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**1530**	**7**	**1523**	**30600**	**0**	**1490**	**0**	**84.00**	**29026.00**	**1451.30**	**99.71 %**
Grand Total	**0**	**1530**	**7**	**1523**	**30600**	**0**	**1490**	**0**	**84.00**	**29026.00**	**1451.30**	**99.71 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:00 PM**

08/05/2024 to 08/30/2024 =17 days

Track A 17 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	772	155	57	870	15759	0	716	0	2597.00	12446.00	732.12	82.74 %
10	245	88	22	311	5661	0	255	0	1123.00	4283.00	251.94	79.23 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	506	104	33	577	10370	0	501	0	2087.00	7782.00	457.76	78.85 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1523**	**347**	**112**	**1758**	**31790**	**0**	**1472**	**0**	**5807.00**	**24511.00**	**1441.82**	**80.85 %**
Grand Total	**1523**	**347**	**112**	**1758**	**31790**	**0**	**1472**	**0**	**5807.00**	**24511.00**	**1441.82**	**80.85 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:01 PM**

09/02/2024 to 09/27/2024 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	870	15	40	845	16815	0	560	0	2080.00	14175.00	746.05	87.20 %
10	311	1	23	289	5928	0	417	0	1033.00	4478.00	235.68	81.26 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	577	2	43	536	11001	0	657	0	2123.00	8221.00	432.68	79.48 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1758**	**18**	**106**	**1670**	**33744**	**0**	**1634**	**0**	**5236.00**	**26874.00**	**1414.42**	**83.69 %**
Grand Total	**1758**	**18**	**106**	**1670**	**33744**	**0**	**1634**	**0**	**5236.00**	**26874.00**	**1414.42**	**83.69 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:01 PM**

09/30/2024 to 10/25/2024 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	845	1	57	789	16920	0	793	0	2475.00	13652.00	682.60	84.65 %
10	289	12	17	284	6020	0	275	0	1078.00	4667.00	233.35	81.24 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	536	6	44	498	10840	0	732	0	1984.00	8124.00	406.20	80.37 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1670**	**19**	**118**	**1571**	**33780**	**0**	**1800**	**0**	**5537.00**	**26443.00**	**1322.15**	**82.69 %**
Grand Total	**1670**	**19**	**118**	**1571**	**33780**	**0**	**1800**	**0**	**5537.00**	**26443.00**	**1322.15**	**82.69 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:02 PM**

10/28/2024 to 11/22/2024 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	789	10	65	734	15181	0	986	0	2196.00	11999.00	631.53	84.53 %
10	284	34	11	307	6042	0	150	0	1328.00	4564.00	240.21	77.46 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	498	6	36	468	9576	0	569	0	1860.00	7147.00	376.16	79.35 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1571**	**50**	**112**	**1509**	**30799**	**0**	**1705**	**0**	**5384.00**	**23710.00**	**1247.89**	**81.49 %**
Grand Total	**1571**	**50**	**112**	**1509**	**30799**	**0**	**1705**	**0**	**5384.00**	**23710.00**	**1247.89**	**81.49 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:03 PM**

12/30/2024 to 01/24/2025 =14 days

Track A 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	756	21	75	702	10878	0	750	0	1711.00	8417.00	601.21	83.11 %
10	304	24	27	301	4592	0	353	0	925.00	3314.00	236.71	78.18 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	440	17	92	365	6398	0	1206	0	1137.00	4055.00	289.64	78.10 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**
Grand Total	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**

To the best of my knowledge,
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Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:03 PM**

12/30/2024 to 01/24/2025 =14 days

Track A 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	756	21	75	702	10878	0	750	0	1711.00	8417.00	601.21	83.11 %
10	304	24	27	301	4592	0	353	0	925.00	3314.00	236.71	78.18 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	440	17	92	365	6398	0	1206	0	1137.00	4055.00	289.64	78.10 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**
Grand Total	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:04 PM**

01/27/2025 to 02/21/2025 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	702	27	34	695	13851	0	661	0	2486.00	10704.00	563.37	81.15 %
10	301	24	52	273	6175	0	634	0	1277.00	4264.00	224.42	76.95 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	365	44	40	369	7771	0	944	0	1510.00	5317.00	279.84	77.88 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1368**	**95**	**126**	**1337**	**27797**	**0**	**2239**	**0**	**5273.00**	**20285.00**	**1067.63**	**79.37 %**
Grand Total	**1368**	**95**	**126**	**1337**	**27797**	**0**	**2239**	**0**	**5273.00**	**20285.00**	**1067.63**	**79.37 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:04 PM**

02/24/2025 to 03/21/2025 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	695	24	33	686	14380	0	561	0	2559.00	11260.00	563.00	81.48 %
10	273	26	65	234	5980	0	1343	0	1011.00	3626.00	181.30	78.20 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	369	74	27	416	8860	0	707	0	1883.00	6270.00	313.50	76.90 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1337**	**124**	**125**	**1336**	**29220**	**0**	**2611**	**0**	**5453.00**	**21156.00**	**1057.80**	**79.51 %**
Grand Total	**1337**	**124**	**125**	**1336**	**29220**	**0**	**2611**	**0**	**5453.00**	**21156.00**	**1057.80**	**79.51 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/16/25 12:52 PM**

10/07/2024 to 11/01/2024 =20 days

Track B 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	33	1	5	29	680	0	65	0	187.00	428.00	21.40	69.59 %
10	29	2	5	26	620	0	65	0	143.00	412.00	20.60	74.23 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	41	4	4	41	900	0	96	0	249.00	555.00	27.75	69.03 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**103**	**7**	**14**	**96**	**2200**	**0**	**226**	**0**	**579.00**	**1395.00**	**69.75**	**70.67 %**
Grand Total	**103**	**7**	**14**	**96**	**2200**	**0**	**226**	**0**	**579.00**	**1395.00**	**69.75**	**70.67 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/16/25 12:35 PM**

10/07/2024 to 11/01/2024 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	3	27	1	29	600	0	410	0	98.00	92.00	4.60	48.42 %
10	2	35	0	37	740	0	516	0	90.00	134.00	6.70	59.82 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	13	25	2	36	760	0	385	0	68.00	307.00	15.35	81.87 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**18**	**87**	**3**	**102**	**2100**	**0**	**1311**	**0**	**256.00**	**533.00**	**26.65**	**67.55 %**
Grand Total	**18**	**87**	**3**	**102**	**2100**	**0**	**1311**	**0**	**256.00**	**533.00**	**26.65**	**67.55 %**

To the best of my knowledge,
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Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

California Innovative Career Academy
Chronic Absenteeism Rate
https://data1.cde.ca.gov/dataquest/DQCensus/AttChrAbsRate.aspx?agglevel=School&cds=34765050139584&year=2023-24&ro=y

2023-2024

Report Selection

Report: Chronic Absenteeism Rate
County: 34 - Sacramento
District: 3476505 - Twin Rivers Unified
School: 34765050139584 - California Innovative Career Academy
Year: 2023-24

Data Type Options

View Row Data As: (•) Race / Ethnicity ( ) Student Group ( ) Academic Year (Multi-Year)

Report Filters

Report Filters

Gender: (•) All Students ( ) Male ( ) Female ( ) Non-Binary ( ) Missing
English Learners: (•) All Students ( ) Yes ( ) No
Students with Disabilities: (•) All Students ( ) Yes ( ) No
Grade Span: (•) All Grades ( ) TK/KN ( ) 1-3 ( ) 4-6 ( ) 7-8 ( ) TK/KN-8 ( ) 9-12
Student Group: - No Subgroup Filters

Race / Ethnicity	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
African American	390	0	0.0%
American Indian or Alaska Native	12	0	0.0%
Asian	479	0	0.0%
Filipino	*	*	*
Hispanic or Latino	725	0	0.0%
Pacific Islander	19	0	0.0%
White	2,164	0	0.0%
Two or More Races	277	0	0.0%
Not Reported	17	0	0.0%

2023-24 Absenteeism by Reason

California Innovative Career Academy Report
Disaggregated by School (34-76505-0139584)

+ Report Description

+ Report Glossary

− Report Options and Filters

Report Selection

Report: Absenteeism by Reason (with School data)

County: 34 - Sacramento

District: 3476505 - Twin Rivers Unified

School: 34765050139584 - California Innovative Career Academy

Year: 2023-24

Report Filters

Student Type: (•) All Students ( ) Chronically Absent ( ) Non-Chronically Absent

Gender: (•) All Students ( ) Male ( ) Female ( ) Non-Binary ( ) Missing

English Learners: (•) All Students ( ) Yes ( ) No

Students with Disabilities: (•) All Students ( ) Yes ( ) No

Grade Span: (•) All Grades ( ) TK/KN ( ) 1-3 ( ) 4-6 ( ) 7-8 ( ) TK/KN-8 ( ) 9-12

Race / Ethnicity: All

Name	Eligible Cumulative Enrollment	Count of Students with One or More Absences	Average Days Absent	Excused Absences	Unexcused Absences	Out-of-School Suspension Absences	Incomplete Independent Study Absences
California Innovative Career Academy	4,086	1	10.0	0.0%	100.0%	0.0%	0.0%

Report Totals

Name	Eligible Cumulative Enrollment	Count of Students with One or More Absences	Average Days Absent	Excused Absences	Unexcused Absences	Out-of-School Suspension Absences	Incomplete Independent Study Absences
California Innovative Career Academy	4,086	1	10.0	0.0%	100.0%	0.0%	0.0%
Twin Rivers Unified	51,275	45,220	31.4	11.5%	86.6%	0.6%	1.3%
Sacramento	270,059	246,242	16.6	36.6%	57.8%	1.1%	4.4%
Statewide	5,958,444	5,481,732	13.1	52.3%	41.4%	0.9%	5.4%

2023-24 Absenteeism by Reason

California Innovative Career Academy Report (34-76505-0139584)
Disaggregated by Ethnicity

+ Report Description

+ Report Glossary

− Report Options and Filters

Report Selection

Report: Absenteeism by Reason

County: 34 - Sacramento

District: 3476505 - Twin Rivers Unified

School: 34765050139584 - California Innovative Career Academy

Year: 2023-24

Data Type Options

View Row Data As: (●) Race / Ethnicity ( ) Student Group ( ) Grade Level ( ) Academic Year (Multi-Year)

Report Filters

Race / Ethnicity	Eligible Cumulative Enrollment	Count of Students with One or More Absences	Average Days Absent	Excused Absences	Unexcused Absences	Out-of-School Suspension Absences	Incomplete Independent Study Absences
African American	390	0	0.0	0.0%	0.0%	0.0%	0.0%
American Indian or Alaska Native	12	0	0.0	0.0%	0.0%	0.0%	0.0%
Asian	479	0	0.0	0.0%	0.0%	0.0%	0.0%
Filipino	*	*	*	*	*	*	*
Hispanic or Latino	725	1	10.0	0.0%	100.0%	0.0%	0.0%
Pacific Islander	19	0	0.0	0.0%	0.0%	0.0%	0.0%
White	2,164	0	0.0	0.0%	0.0%	0.0%	0.0%
Two or More Races	277	0	0.0	0.0%	0.0%	0.0%	0.0%
Not Reported	*	*	*	*	*	*	*

Report Totals

Name	Eligible Cumulative Enrollment	Count of Students with One or More Absences	Average Days Absent	Excused Absences	Unexcused Absences	Out-of-School Suspension Absences	Incomplete Independent Study Absences
California Innovative Career Academy	4,088	1	10.0	0.0%	100.0%	0.0%	0.0%
Twin Rivers Unified	51,275	45,220	31.4	11.5%	86.6%	0.6%	1.3%
Sacramento	270,059	246,242	16.6	36.6%	57.8%	1.1%	4.4%
Statewide	5,958,444	5,481,732	13.1	52.3%	41.4%	0.9%	5.4%

2022-2023

2022-23 Absenteeism by Reason

California Innovative Career Academy Report (34-76505-0139584)
Disaggregated by Ethnicity

+ **Report Description**

+ **Report Glossary**

− **Report Options and Filters**

Report Selection

Report: Absenteeism by Reason

County: 34 - Sacramento

District: 3476505 - Twin Rivers Unified

School: 34765050139584 - California Innovative Career Academy

Year: 2022-23

Data Type Options

View Row Data As: ◉ Race / Ethnicity ○ Student Group ○ Grade Level ○ Academic Year (Multi-Year)

Report Filters

Student Type: ◉ All Students ○ Chronically Absent ○ Non-Chronically Absent

Gender: ◉ All Students ○ Male ○ Female ○ Non-Binary ○ Missing

English Learners: ◉ All Students ○ Yes ○ No

Students with Disabilities: ◉ All Students ○ Yes ○ No

Grade Span: ◉ All Grades ○ TK/KN ○ 1-3 ○ 4-6 ○ 7-8 ○ TK/KN-8 ○ 9-12

Student Groups: - No Subgroup Filters

Race / Ethnicity	Eligible Cumulative Enrollment	Count of Students with One or More Absences	Average Days Absent	Excused Absences	Unexcused Absences	Out-of-School Suspension Absences	Incomplete Independent Study Absences
African American	188	0	0.0	0.0%	0.0%	0.0%	0.0%
American Indian or Alaska Native	*	*	*	*	*	*	*
Asian	287	0	0.0	0.0%	0.0%	0.0%	0.0%
Filipino	*	*	*	*	*	*	*
Hispanic or Latino	388	0	0.0	0.0%	0.0%	0.0%	0.0%
Pacific Islander	22	0	0.0	0.0%	0.0%	0.0%	0.0%
White	1,073	0	0.0	0.0%	0.0%	0.0%	0.0%
Two or More Races	122	0	0.0	0.0%	0.0%	0.0%	0.0%
Not Reported	12	0	0.0	0.0%	0.0%	0.0%	0.0%

Report Totals

Name	Eligible Cumulative Enrollment	Count of Students with One or More Absences	Average Days Absent	Excused Absences	Unexcused Absences	Out-of-School Suspension Absences	Incomplete Independent Study Absences
California Innovative Career Academy	2,082	0	0.0	0.0%	0.0%	0.0%	0.0%
Twin Rivers Unified	41,429	36,659	24.5	21.3%	74.9%	1.0%	2.7%
Sacramento	257,339	236,808	16.1	45.1%	48.4%	1.2%	5.3%
Statewide	5,958,889	5,536,799	14.6	54.7%	39.2%	0.9%	5.3%

2022-23 Chronic Absenteeism Rate

California Innovative Career Academy Report (34-76505-0139584)
Disaggregated by Ethnicity

+ **Report Description**

+ **Report Glossary**

− **Report Options and Filters**

Report Selection

Report: Chronic Absenteeism Rate

County: 34 - Sacramento

District: 3476505 - Twin Rivers Unified

School: 34765050139584 - California Innovative Career Academy

Year: 2022-23

Data Type Options

View Row Data As: ◉ Race / Ethnicity ○ Student Group ○ Academic Year (Multi-Year)

Report Filters

Gender: ◉ All Students ○ Male ○ Female ○ Non-Binary ○ Missing

English Learners: ◉ All Students ○ Yes ○ No

Students with Disabilities: ◉ All Students ○ Yes ○ No

Grade Span: ◉ All Grades ○ TK/KN ○ 1-3 ○ 4-6 ○ 7-8 ○ TK/KN-8 ○ 9-12

Student Group - No Subgroup Filters

English Learners: (•) All Students ( ) Yes ( ) No

Students with Disabilities: (•) All Students ( ) Yes ( ) No

Grade Span: (•) All Grades ( ) TK/KN ( ) 1-3 ( ) 4-6 ( ) 7-8 ( ) TK/KN-8 ( ) 9-12

Student Group: - No Subgroup Filters

Race / Ethnicity	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
African American	188	0	0.0%
American Indian or Alaska Native	*	*	*
Asian	267	0	0.0%
Filipino	*	*	*
Hispanic or Latino	388	0	0.0%
Pacific Islander	22	0	0.0%
White	1,073	0	0.0%
Two or More Races	122	0	0.0%
Not Reported	12	0	0.0%

2022-23 Calendar Calculation

CICA

Track A	Beg Date	End Date	Days	ADA-Days	ADA-Month	
Month 1	8/15/2022	9/9/2022	19	34389	1,809.95	
Month 2	9/12/2022	10/7/2022	20	34379	1,718.95	
Month 3	10/10/2022	11/4/2022	20	31881	1,594.05	
Month 4	11/7/2022	12/2/2022	14	20709	1,479.21	
Month 5	12/5/2022	12/30/2022	15	21459	1,430.60	
Month 6	1/2/2023	1/27/2023	14	18447	1,317.64	
Month 7	1/30/2023	2/24/2023	19	24367	1,282.47	
Month 8	2/27/2023	3/24/2023	20	24211	1,210.55	
TOTAL			141	209842	1,488.24	OK

Note: Track A is including Winter Break

HCCS

Track A	Beg Date	End Date	Days	ADA-Days	ADA-Month
Month 1	8/15/2022	9/9/2022	19	59461	3,129.53
Month 2	9/12/2022	10/7/2022	20	60317	3,015.85
Month 3	10/10/2022	11/4/2022	20	55867	2,793.35
Month 4	11/7/2022	12/2/2022	14	38108	2,722.00
Month 5	12/5/2022	12/30/2022	15	41043	2,736.20
Month 6	1/2/2023	1/27/2023	14	31512	2,250.86
Month 7	1/30/2023	2/24/2023	19	38469	2,024.68
Month 8	2/27/2023	3/24/2023	20	40119	2,005.95
TOTAL			141	364896	2,587.91

Note: Track A is including Winter Break

Track B	Beg Date	End Date	Days	ADA-Days	ADA-Month	
Month 1	8/29/2022	9/23/2022	19	774	40.74	
Month 2	9/26/2022	10/21/2022	20	760	38.00	
Month 3	10/24/2022	11/18/2022	19	717	37.74	
Month 4	11/21/2022	12/16/2022	15	550	36.67	
Month 5	12/19/2022	1/13/2023	10	370	37.00	
Month 6	1/16/2023	2/10/2023	19	703	37.00	
Month 7	2/13/2023	3/10/2023	19	736	38.74	
Month 8	3/13/2023	4/7/2023	20	828	41.40	
TOTAL			141	5438	38.57	OK

Note: Track B is including Winter Break

Track B	Beg Date	End Date	Days	ADA-Days	ADA-Month
Month 1	8/29/2022	9/23/2022	19	5113	269.11
Month 2	9/26/2022	10/21/2022	20	4830	241.50
Month 3	10/24/2022	11/18/2022	19	4518	237.79
Month 4	11/21/2022	12/16/2022	15	3507	233.80
Month 5	12/19/2022	1/13/2023	10	2125	212.50
Month 6	1/16/2023	2/10/2023	19	4214	221.79
Month 7	2/13/2023	3/10/2023	19	4184	220.21
Month 8	3/13/2023	4/7/2023	20	4654	232.70
TOTAL			141	33145	235.07

Note: Track B is including Winter Break

Track C	Beg Date	End Date	Days	ADA-Days	ADA-Month

Track C	Beg Date	End Date	Days	ADA-Days	ADA-Month

Month 1	9/12/2022	10/7/2022	20	6078	303.90		Month 1	9/12/2022	10/7/2022	20	15223	761.15
Month 2	10/10/2022	11/4/2022	20	12626	631.30		Month 2	10/10/2022	11/4/2022	20	25500	1,275.00
Month 3	11/7/2022	12/2/2022	14	12743	910.21		Month 3	11/7/2022	12/2/2022	14	21982	1,570.14
Month 4	12/5/2022	1/13/2023	20	23182	1,159.10		Month 4	12/5/2022	1/13/2023	20	35718	1,785.90
Month 5	1/16/2023	2/10/2023	19	28387	1,494.05		Month 5	1/16/2023	2/10/2023	19	37890	1,994.21
Month 6	2/13/2023	3/10/2023	19	34836	1,833.47		Month 6	2/13/2023	3/10/2023	19	39228	2,064.63
Month 7	3/13/2023	4/7/2023	20	41480	2,074.00		Month 7	3/13/2023	4/7/2023	20	43824	2,191.20
TOTAL			132	159332	1,207.06	OK	TOTAL			132	219365	1,661.86
Note: Track C is excluding Winter Break							Note: Track C is excluding Winter Break					

2023-24 Calendar Calculation

CICA

Track A	Beg Date	End Date	Days	ADA-Days	ADA-Month	
Month 1	7/10/2023	8/4/2023	20	47010	2,350.50	
Month 2	8/7/2023	9/1/2023	18	51274	2,848.56	
Month 3	9/4/2023	9/29/2023	19	50280	2,646.32	
Month 4	10/2/2023	10/27/2023	20	49675	2,483.75	
Month 5	10/30/2023	11/24/2023	14	32931	2,352.21	
Month 6	11/27/2023	12/22/2023	20	43592	2,179.60	
Month 7	1/8/2024	2/2/2024	19	36303	1,910.68	
Month 8	2/5/2024	3/1/2024	19	34153	1,797.53	
Month 9	3/4/2024	3/29/2024	20	34556	1,727.80	
TOTAL			169	379774	2,247.18	OK

Note: Track A is excluding Winter Break

HCCS

Track A	Beg Date	End Date	Days	ADA-Days	ADA-Month
Month 1	7/10/2023	8/4/2023	20	81475	4,073.75
Month 2	8/7/2023	9/1/2023	18	77000	4,277.78
Month 3	9/4/2023	9/29/2023	19	78035	4,107.11
Month 4	10/2/2023	10/27/2023	20	78515	3,925.75
Month 5	10/30/2023	11/24/2023	14	56655	4,046.79
Month 6	11/27/2023	12/22/2023	20	76664	3,833.20
Month 7	1/8/2024	2/2/2024	19	72486	3,815.05
Month 8	2/5/2024	3/1/2024	19	71917	3,785.11
Month 9	3/4/2024	3/29/2024	20	75769	3,788.45
TOTAL			169	668516	3,955.72

Note: Track A is excluding Winter Break

Track B	Beg Date	End Date	Days	ADA-Days	ADA-Month	
Month 1	8/14/2023	9/8/2023	19	2815	148.16	
Month 2	9/11/2023	10/6/2023	20	8848	442.40	
Month 3	10/9/2023	11/3/2023	20	8792	439.60	
Month 4	11/6/2023	12/1/2023	14	5500	392.86	
Month 5	12/4/2023	12/29/2023	15	5379	358.60	
Month 6	1/1/2024	1/26/2024	14	4463	318.79	
Month 7	1/29/2024	2/23/2024	19	5545	291.84	
Month 8	2/26/2024	3/22/2024	20	5490	274.50	
TOTAL			141	46832	332.14	OK

Note: Track B is including Winter Break

Track B	Beg Date	End Date	Days	ADA-Days	ADA-Month
Month 1	8/14/2023	9/8/2023	19	8738	459.89
Month 2	9/11/2023	10/6/2023	20	11581	579.05
Month 3	10/9/2023	11/3/2023	20	9904	495.20
Month 4	11/6/2023	12/1/2023	14	6830	487.86
Month 5	12/4/2023	12/29/2023	15	6580	438.67
Month 6	1/1/2024	1/26/2024	14	6091	435.07
Month 7	1/29/2024	2/23/2024	19	7862	413.79
Month 8	2/26/2024	3/22/2024	20	8209	410.45
TOTAL			141	65795	466.63

Note: Track B is including Winter Break

Track C	Beg Date	End Date	Days	ADA-Days	ADA-Month

Track C	Beg Date	End Date	Days	ADA-Days	ADA-Month

Month 1	9/11/2023	10/6/2023	20	2436	121.80		Month 1	9/11/2023	10/6/2023	20	5507	275.35
Month 2	10/9/2023	11/3/2023	20	7534	376.70		Month 2	10/9/2023	11/3/2023	20	12400	620.00
Month 3	11/6/2023	12/1/2023	14	6131	437.93		Month 3	11/6/2023	12/1/2023	14	13294	949.57
Month 4	12/4/2023	12/29/2023	15	6061	404.07		Month 4	12/4/2023	12/29/2023	15	18327	1,221.80
Month 5	1/8/2024	2/2/2024	19	6477	340.89		Month 5	1/8/2024	2/2/2024	19	30369	1,598.37
Month 6	2/5/2024	3/1/2024	19	6064	319.16		Month 6	2/5/2024	3/1/2024	19	36457	1,918.79
Month 7	3/4/2024	3/29/2024	20	6334	316.70		Month 7	3/4/2024	3/29/2024	20	44949	2,247.45
TOTAL			127	41037	323.13	OK	TOTAL			127	161303	1,270.10

Note: Track C is excluding one week of Winter Break

Note: Track C is excluding one week of Winter Break

HCCS & CICA Calendars

2022-23

TRACK A

Month 1	August 15, 2022 to September 9, 2022	19 Days
Month 2	September 12, 2022 to October 7, 2022	20 Days
Month 3	October 10, 2022 to November 4, 2022	20 Days
Month 4	November 7, 2022 to December 2, 2022	14 Days
Month 5	December 5, 2022 to December 30, 2022	15 Days
Month 6	January 2, 2023 to January 27, 2023	14 Days
Month 7	January 30, 2023 to February 24, 2023	19 Days
Month 8	February 27, 2023 to March 24, 2023	20 Days
TOTAL	(Includes Winter Break)	141 Days

TRACK B

Month 1	August 29, 2022 to September 23, 2022	19 Days
Month 2	September 26, 2022 to October 21, 2022	20 Days
Month 3	October 24, 2022 to November 18, 2022	19 Days
Month 4	November 21, 2022 to December 16, 2022	15 Days
Month 5	December 19, 2022 to January 13, 2023	10 Days
Month 6	January 16, 2023 to February 10, 2023	19 Days
Month 7	February 13, 2023 to March 10, 2023	19 Days
Month 8	March 13, 2023 to April 7, 2023	20 Days
TOTAL	(Includes Winter Break)	141 Days

TRACK C

Month 1	September 12, 2022 to October 7, 2022	20 Days
Month 2	October 10, 2022 to November 4, 2022	20 Days
Month 3	November 7, 2022 to December 2, 2022	14 Days
Month 4	December 5, 2022 to January 13, 2023	20 Days
Month 5	January 16, 2023 to February 10, 2023	19 Days
Month 6	February 13, 2023 to March 10, 2023	19 Days
Month 7	March 13, 2023 to April 7, 2023	20 Days
TOTAL	(Excludes Winter Break)	132 Days

HCCS & CICA Calendars

2023-24

TRACK A

Month 1	July 10, 2023 to August 4, 2023	20 Days
Month 2	August 7, 2023 to September 1, 2023	18 Days
Month 3	September 4, 2023 to September 29, 2023	19 Days
Month 4	October 2, 2023 to October 27, 2023	20 Days
Month 5	October 30, 2023 to November 24, 2023	14 Days
Month 6	November 27, 2023 to December 22, 2023	20 Days
Month 7	January 8, 2024 to February 2, 2024	19 Days
Month 8	February 5, 2024 to March 1, 2024	19 Days
Month 9	March 4, 2024 to March 29, 2024	20 Days
TOTAL	(Excludes Winter Break)	169 Days

TRACK B

Month 1	August 14, 2023 to September 8, 2023	19 Days
Month 2	September 11, 2023 to October 6, 2023	20 Days
Month 3	October 9, 2023 to November 3, 2023	20 Days
Month 4	November 6, 2023 to December 1, 2023	14 Days
Month 5	December 4, 2023 to December 29, 2023	15 Days
Month 6	January 1, 2024 to January 26, 2024	14 Days
Month 7	January 29, 2024 to February 23, 2024	19 Days
Month 8	February 26, 2024 to March 22, 2024	20 Days
TOTAL	(Includes Winter Break)	141 Days

TRACK C

Month 1	September 11, 2023 to October 6, 2023	20 Days
Month 2	October 9, 2023 to November 3, 2023	20 Days
Month 3	November 6, 2023 to December 1, 2023	14 Days
Month 4	December 4, 2023 to December 29, 2023	15 Days
Month 5	January 8, 2024 to February 2, 2024	19 Days
Month 6	February 5, 2024 to March 1, 2024	19 Days
Month 7	March 4, 2024 to March 29, 2024	20 Days
TOTAL	(Excludes 1 Week of Winter Break)	127 Days

TRUSD NOTES TO HCCTS ADA ADJUSTMENT:

Calendars for 2022-23 and 2023-24 are valid, the ADA in the Power School reports balances to the number said to be the adjusted ADA number being reported.

Both schools (CICA and HCCS) are using the same calendar. In 2022-23, Tracks A and B include Winter Break, while Track C excludes Winter Break. In 2023-24, Track A excludes Winter Break, Track B includes Winter Break, and Track C excludes one week of Winter Break.

This addresses Finding 1.

Other notes: The apportionment (attendance) rates for CICA still seem very high, especially in light of anecdotal evidence of the number of students in danger of LOA during my teacher interviews. Suspect the issue might be that a student's drop date is back-dated to the last work they turn in? Or it reflects the practice of pre-slugging ADA as "apportionment earned," which almost certainly results in over-claiming ADA. Also noted major acceleration of student enrollment in HCCS during 2023-24 in Track C during months 5, 6 and 7 and Track A in months 7, 8 and 9.

No other ADA related findings seem to be addressed, specifically the following:

Finding 2: HCCS class size impacting student ability to access instruction, calling into question the school meeting annual instructional minutes and the requirement for it to offer at least 80 percent of instructional time at the school site, or requiring students to physically attend for 80 percent of the time. Nothing here seems to address that issue.

Finding 4: A pair of one-day short-term independent study assignments at the College Oak site in 2023-24—although CDE has provided guidance that one-day IS assignments are allowable for charter schools in 2023-24, the school did not report any IS ADA. Further it is unknown whether the school had students sign Master Agreements for those short-term assignments, which would also be a condition of apportionment. This still needs to be addressed.

Finding 5: Annual instructional minutes short in 2022-23. While there is dispute about the calculation, with HCCTS claiming that the "break" time in the PM Track A bell schedule should count toward annual instructional minutes, both calculations leave the school short of the required minutes. This still needs to be addressed.

Finding 7: During sample testing, several CICA teachers signing Master Agreements were lacking proper credentials, which also is a condition of apportionment. There would need to be a review of all teaching credentials and determine how many Master Agreements are in question in order to calculate invalid ADA claimed. That is not addressed here.

NOTE TO INDEPENDENT STUDY RATIO CALCULATIONS:

Not sure of the source of the per ADA dollar amounts that calculate the amount to be returned to the State by CICA per the formula. According to the School Services of California Dartboard, the per ADA amount for the 2022-23 Enacted State budget for High Schools is $11,391. The HCCTS calculation appears to be using $16,252 per ADA. For 2023-24, the per ADA amount in the State Enacted Budget was $12,327, but CICA is using $17,571.

Exhibit F

Fiscal Mismanagement: San Diego Administrative Site

From: Natasha Lutsik
To: Sharilyn.Marshall
Subject: Updated HCCTS Site List
Date: Wednesday, March 1, 2023 6:25:10 PM
Attachments: HCCTS Master [redacted] List (6).docx

Hi Shari,

Attached please find the most up to date HCCTS site list. Locations highlighted in yellow are the ones that have opened up since August 2022 (the last time we provided you with a site update).

Please let me know if you have any questions.

Thank you,

--

Natasha Lutsik | Director of Executive Services
a: 1333 Grand Ave. Sacramento, CA 95838
p: 916.844.2283 | **c:** 916.213.5814
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCTS SITE LIST

01. **24th (St. Anne's) |** 7720 24th Street, Sacramento, CA 95832
02. **65th St (Bach Viet South) |** 6853 65th Street, Suite C, Sacramento, CA 95828
03. **Arden |** 901 Arden Way, Sacramento, CA 95815
04. **Arden 2 |** 2260 Boxwood Street, Sacramento, CA 95815
05. **ARI Elder Creek (ARI South) |** 6270 Elder Creek Road, Sacramento, CA 95824
06. **ARI Sunrise (ARI North) |** 5750 Sunrise Blvd, #100, Citrus Heights, CA 95610
07. **Asher |** 1215 Howe Avenue, #101, Sacramento, CA 95825
08. **Auburn |** 4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841
09. **Bowling |** 7171 Bowling Drive, #1120, Sacramento, CA 95823
10. **Capitol Mall |** 555 Capitol Mall, #725, Sacramento, California, 95814
11. **Capitol Mall |** 555 Capitol Mall, #735, Sacramento, California, 95814
12. **Capitol Mall |** 555 Capitol Mall, #1275, Sacramento, California, 95814
13. **Clay Street |** 3805 Clay Street, Sacramento, CA 95838
14. **College Oak (SALAM) |** 4545 College Oak Drive, Sacramento, CA 95841
15. **Del Paso (Calvary Christian) |** 1100 Las Palmas Avenue, Sacramento, CA 95815
16. **Edison (St. Matthew's) |** 2300 Edison Avenue, Sacramento, CA 95821
17. **El Camino |** 4813 El Camino Avenue, Suite A & B, Carmichael, CA 95608
18. **Fair Oaks (Pavilions South) |** 2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825
19. **Fair Oaks |** 2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825
20. **Fair Oaks |** 2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825
21. **Florin Rd |** 3801 Florin Road, Suite 107, Sacramento, CA 95823
22. **Folsom Blvd |** 10017 Folsom Blvd, Sacramento, CA 95827
23. **Folsom 2 |** 9555 Folsom Blvd, Suite E & F, Sacramento, CA 95827
24. **Garden Grove |** 10121 Westminster Avenue, Garden Grove, CA 92843
25. **Grand Avenue |** 1333 Grand Avenue, Sacramento, CA 95838
26. **Gurnick |** 8810 Cal Central Drive, 3rd Floor, Sacramento, CA 95826
27. **Hemlock - TRLCC |** 5537 Hemlock Street, Sacramento, CA 95841
28. **Hillsdale |** 5655 Hillsdale Boulevard, Suite 1, Sacramento, CA 95842

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

29. **Hillsdale 2 |** 5655 Hillsdale Boulevard, Suite 9, Sacramento, CA 95842
30. **Howe Avenue |** 1111 Howe Avenue, #115, Sacramento, CA 95825
31. **Howe Avenue |** 1111 Howe Avenue, #630, Sacramento, CA 95825
32. **Howe Avenue |** 1111 Howe Avenue, #655, Sacramento, CA 95825
33. **Hurley |** 3205 Hurley Way, Sacramento, CA 95864
34. **Industrial |** 8180 Industrial Pkwy, Sacramento, CA 95824
35. **Jackson (Bethany) |** 9880 Jackson Road, Sacramento, CA 95827
36. **Lao Family - Oakland |** 2325 East 12th St, Oakland, CA 94601
37. **Lao Family - Oakland 2 |** 8480 Edes Avenue, Oakland, CA 94621
38. **Larkspur 1 (Bach Viet Larkspur) |** 1100 Fulton Avenue, #F, Sacramento, CA 95825
39. **Larkspur 2 (Bach Viet North) |** 1050 Fulton Avenue, #110, Sacramento, CA 95825
40. **Maple |** 3301 37th Avenue, Sacramento, CA 95824
41. **Maple 2 (St. Rose) |** 5961 Franklin Blvd, Sacramento, CA 95824
42. **Marconi 2 |** 3727 Marconi Ave, Sacramento, CA 95821
43. **Marysville |** 715 C Street, Marysville, CA 95901
44. **McClellan |** 3144 Palm Street, Building 826, McClellan Park, CA 95652
45. **McClellan 2 |** 5411 Luce Ave, Unit 242, McClellan, CA 95652
46. **North Laguna |** 8211 Bruceville Rd, #115, Sacramento, CA 95823
47. **North Laguna 2 |** 8211 Bruceville Rd, #125, Sacramento, CA 95823
48. **Norwood |** 431 Hayes Avenue, Sacramento, CA 95838
49. **Oak Park |** 2520 33rd St, Sacramento, CA 95817
50. **Oxnard |** 328 West Third Street, Oxnard, CA 93030
51. **Rosemont (Saint John's)**
52. **San Diego |** 406 9th Avenue, Suite 310, San Diego, CA 92101
53. **San Pablo |** 1964 Rumrill Blvd, San Pablo, CA 94806
54. **SHRA - Marina Vista |** 30 Seavey Circle, Sacramento, CA 95818
55. **South Side Park (OLOG) |** 711 T Street, Sacramento, CA 95811
56. **West Sac (Holy Cross) |** 800 Todhunter Avenue, West Sacramento, CA 95605
57. **Whitney (Faith Legacy) |** 3532 Whitney Avenue, Sacramento, CA 95821
58. **Whitney 2 |** 3319 Watt Avenue, Sacramento, CA 95821

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

59. **Yuba City |** 229 Clark Avenue, Suite Q, Yuba City, CA 95991
60. **Yuba City |** 229 Clark Avenue, Suite V, Yuba City, CA 95991

CICA SITE LIST

01. **24th (St. Anne's) |** 7720 24th Street, Sacramento, CA 95832
02. **Auburn Blvd |** 4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841
03. **Bowling |** 7171 Bowling Drive, #1120, Sacramento, CA 95823 *(CICA-only)*
04. **Clay Street |** 3805 Clay Street, Sacramento, CA 95838 *(CICA-only)*
05. **Del Paso (Calvary Christian) |** 1100 Las Palmas Avenue, Sacramento, CA 95815
06. **Florin Rd |** 3801 Florin Road, Suite 107, Sacramento, CA 95823 *(CICA-only)*
07. **Folsom Blvd |** 10017 Folsom Blvd, Sacramento, CA 95827
08. **Grand Avenue |** 1333 Grand Avenue, Sacramento, CA 95838
09. **Hillsdale 2 |** 5655 Hillsdale Boulevard, Suite 9, Sacramento, CA 95842 *(CICA-only)*
10. **Howe Avenue |** 1111 Howe Avenue, #630, Sacramento, CA 95825 *(CICA-only)*
11. **Hurley |** 3205 Hurley Way, Sacramento, CA 95864
12. **Industrial |** 8180 Industrial Pkwy, Sacramento, CA 95824
13. **Jackson (Bethany) |** 9880 Jackson Road, Sacramento, CA 95827 *(CICA-only)*
14. **Lao Family - Oakland |** 2325 East 12th St, Oakland, CA 94601
15. **Maple 2 (St. Rose) |** 5961 Franklin Blvd, Sacramento, CA 95824
16. **Marysville |** Notre Dame: 715 C Street, Marysville, CA 95901
17. **McClellan |** 3144 Palm Street, Building 826, McClellan Park, CA 95652
18. **North Laguna 2 |** 8211 Bruceville Rd, #125, Sacramento, CA 95823
19. **Rosemont (Saint John's)**
20. **SHRA - Marina Vista |** 30 Seavey Circle, Sacramento, CA 95818 *(CICA-only)*
21. **West Sac (Holy Cross) |** 800 Todhunter Avenue, West Sacramento, CA 95605

UPDATED | 2.23.23

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

July 23, 2024

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Dr. Steven Martinez, TRUSD Superintendent:

Subject: Notice of Concern/ Request for Information - Marysville 2 Location Response from April 5, 2024

We have prepared the following report in response to the notice of concern/request for information regarding the Marysville 2 location. It also addresses questions and concerns about the HCCTS CTE program at Marysville 2, the lease, and the health and safety of our students.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Timeline Marysville 2

On May 1, 2023 the original lease with Marysville and Highlands was written and was fully executed at $2,000 per month.

CTE Programs at Marysville 2

At Highlands we currently have two CTE programs that will utilize the Marysville 2 baseball field.

1. Landscaping
2. Sports Officiating

Landscaping

Highlands Community Charter School is still in the process of creating the landscaping CTE program.

Progress has been made in the following ways:

- An Edjoin post was made on April 9, 2024 to hire a Landscaping instructor, for which only one applicant applied and was unqualified for the role
- The landscaping course description written and approved by the HCCTS board of directors in June 2024
- Through our research into the landscaping business, we have learned that landscaping jobs over $500 require students to hold a contractor's license, so our Director of CTE is looking into options for students to also obtain their contractor's license

Sports Officiating

Sports Officiating started at Highlands in 2022 under the direction of Russel Patty, who has 20 years of experience in this field. This program has historically been offered to students at our Del Paso location located at 1100 Las Palmas Avenue, Sacramento, CA 95815 which contains indoor and outdoor facilities. Students learn how to officiate the following sports: volleyball, softball, baseball, and football. Currently, 8 students enrolled in this program will finish their cohort on July 17, 2024. In August of 2024, Highlands will expand the sports officiating CTE program at the Marysville 2 location in order to attract new students and increase enrollment and CTE completion. Through this program, students are able to earn their General Sports Officiating Certificate in the sports they study at Highlands. Additionally, they are eligible to receive a certificate from the National Federation of High School Sports which includes training in different subjects such as:

- Concessions
- Sportsmanship

- Bullying
- Social Media
- Heat Illness

The program lasts ten weeks and is scheduled from Monday through Thursday. Highlands maintains excellent relationships with professional organizations connected to sports officiating. Once students complete the program, they are recruited to work for high schools, private businesses, and parks and recreation.

The Lease

The original lease agreement between Highlands Community Charter School and the City of Marysville was dated May 1, 2023. In the original deal drafted, the contracted monthly payment was listed at $5,000. However, this lease agreement was not fully executed and was renegotiated to $2,000 per month for three years with a 3% yearly increase and the option for renewal.

Typically Highlands Community Charter School will establish a lease agreement or MOU with a facility approximately three months prior to occupying a student-serving space or office space. For the health and safety of our students and staff, the HCCTS facilities and maintenance team, safety team, and IT team check the facility during the previous months before the opening to ensure that everything is set up and ready to be utilized. This is considered a common practice at HCCTS. It is not a typical business practice to lease a space more than three to six months before the opening unless the site or facility requires extensive renovation or repairs.

Student Health & Safety

Student health and wellness is a top priority at HCCTS. We ensure that all students have access to a safe learning environment, including protection from extreme weather conditions such as extreme heat, rain, or snow. While the Marysville 2 baseball field is part of the CTE program, students also have access to our Highlands classrooms located at our Marysville 1 site at 715 C Street Marysville, CA 95901.

The 2024-2025 School Year

Moving forward in the new school year, HCCTS will inform TRUSD regarding the start dates of new CTE programs and the number of students who are currently enrolled or expected to enroll in the CTE programs.

Next Steps

- Human Resouces will post the position on Indeed in an effort to attract more landscaping professionals

- Advertise the landscaping CTE program in Marysville and Yuba City
- Highlands will meet with the City of Marysville to review this contract

Attachments

Attached you will find the following:

- The fully executed lease agreement which shows $2,000 per month
- A list of payments from Highlands to the City of Marysville which shows the $2,000 payments
- The CTE Course Outline for Landscaping
- The CTE Course Outline for Sports Officiating

Item #08

Date: June 20, 2023

To: Mayor and City Council

From: Dan Flores, Community Development Director
Jim Schaad, City Manager

Subject: Lease Agreement for Bryant Field

Recommendation:

Pass a Motion to approve a Lease Agreement for Bryant Field, between the City of Marysville and Highlands Community Charter School.

Background:

Highlands Community Charter School is a Public Adult Community Charter School with a strong presence in the Sacramento and San Diego Region as well as a branch located in the City of Marysville. An important component of the mission of Highlands is building legacies leading to self-sufficiency and generational change through strong community partnerships. Highlands has expressed a desire to lease Bryant Field as a training and event facility, further enhancing its partnership commitment with the City of Marysville.

Discussion and Analysis:

Highlands Community Charter School is an Adult Charter School with over 13,000 students and 30 locations throughout the State of California. Highlands has demonstrated a strong commitment and substantially invested in improving and maintaining Bryant Field. Highlands' commitment and investment have made it possible for the Marysville Drakes Baseball Team to safely play baseball on the field. The Drakes are part of a larger independent professional baseball league called the "Pecos League" with 16 teams throughout the United States including 8 teams in California. The improvements have also created a more attractive environment for other potential events at the ballpark.

Highlands recognized the benefit of training students at Bryant Field and utilizing the stadium for large events related to their school. The City created a mutually beneficial lease agreement. The lease agreement is to be effective May 1, 2023, as Highlands did some maintenance and improvements beginning on that date.

Some key terms of the lease agreement include 1) The lease is for 3 years with the option for renewal. 2) The lease rate is $2,000 per month with a 3% increase each year. 3) The Lessee (Highlands) will be solely responsible for all maintenance and City-approved improvements to the ballpark or field. 4) The Lessee is responsible for all utility expenses (water, sewer, electricity, gas) during the term of the lease. 5) The City will maintain the right to continue holding community and other reserved events at the ballpark under the terms indicated in the lease agreement. 6) All billboards, banners, and other forms of advertising including electronic billboards must be pre-approved by the City. 7) Lessee will have naming rights

LEASE

This Lease ("Agreement") is made effective May 1, 2023 and is by and between the City of Marysville, a Municipal Corporation ("City") and Highlands Community Charter School ("Lessee").

RECITALS

The City owns a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001.

Lessee desires to lease from the City, on a shared-use basis Bryant Field pursuant to this Agreement.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1
Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1. Rent - means the Rent as specified in Section 4 of this Agreement as well as other monetary obligations of the Lessee pursuant to this Agreement.

2. City - means City of Marysville.

3. Lessee - means Highlands Community Charter School.

4. Baseball Games - means all baseball games played at Bryant Field involving the Marysville League Drakes as a participant, including without limitation, all pre-season games, exhibition games, regular season games, post-season "playoff" games, and "all-star" games involving the Marysville Drakes as well as practice days reserved by the Marysville Drakes.

5. The Marysville Drakes - means the Baseball Club known by such name and sponsored by the Pecos League of Professional Baseball Clubs LLC.

6. Community Events - means any and all events promoted, sponsored and/or staged by City or on behalf of City.

7. Other Reserved Events - means an organized activity on a designated date(s), whether open to the public or reserved for private gatherings, other than baseball home games, or community events, which is booked, promoted, sponsored or staged by Lessee, including without limitation, concerts or other live and film performances or presentations festivals, fairs, tournaments, rallies and exhibitions as approved in advance by the City. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Bryant Field and at the Property and adjacent area during all Other Reserved Events. Lessee shall obtain an approved safety plan from the City's Chief of Police and adhere to the same for Other Reserved Events (which safety plan may differ from event to event depending on the nature thereof). Lessee shall not hold Other Reserved Events of a political nature.

SECTION 3
Terms of Shared Use Lease

The City leases to Lessee on the terms and conditions set forth in this Agreement to conduct other reserved events subject to the provisions stated herein.

Lessee shall conduct all activities at the Property in compliance with all laws.

Lessee shall have the right to use and occupy the Property for Other Reserved Events in compliance with the provisions of this Section.

The City anticipates that the Marysville Drakes will reserve baseball games in the Spring and Summer of each year in addition to the baseball home games presently scheduled to be played at Bryant Field at the Property. In addition to baseball home games, the City intends to promote, sponsor and/or stage community events. With the exception of baseball home games and community events, Lessee shall have the right to book, promote, sponsor and/or stage Other Reserved Events on condition that Lessee provide City a minimum of 60 days advance notice of Lessee's proposed Other Reserved Event and obtains the City's consent to same, which consent will not be unreasonably withheld.

SECTION 4
Rent and Other Consideration

1. Rent. Lessee shall pay to City monthly Rent of $2,000.00 per month payable in advance on the 1st day of each month. Rents shall commence on the 1st of the month following execution of this Agreement (the "Rent Commencement Date"). Rent shall increase 3% per year on the anniversary of the Rent Commencement Date such that the monthly Rent shall increase by 3% above the Rent in effect for the previous year. Should Lessee exercise the option to extend the term of this Agreement, the 3% annual increases shall continue through the Extended Term.

2. Ticket Sales and Pricing. In its sole discretion, Lessee shall set ticket prices and admission fees for Other Reserved Events.

3. General Public Parking. City agrees to make available on-street and off-street parking, at City's discretion, for Other Reserved Events within a ten (10) minute walk of the Property. Lessee is solely responsible for providing adequate parking attendants at all off-street private property locations where event parking is sanctioned. Lessee shall not close, block or restrict access to any City streets absent a separate written agreement with City concerning the closure or any other restricted access or use of City streets. Except that Lessee may cause C Street to be closed between 14th Street and 16th Street for its other reserved events provided it is in compliance with the other terms and provisions of this Agreement.

4. Media Rights. Lessee has the exclusive right to all radio and television broadcast, telecast, webcast, cablecast, video on demand and all other forms of media and distribution rights for Other Reserved Events and to retain all revenues generated thereby.

5. Utilities. The cost of utility services, namely the water, sewer, gas, electric, as well as trash and recycled product removal and any other services or utilities shall be the responsibility of Lessee to the extent the same are incurred with respect to Lessee's use of the Property. The City will invoice Lessee monthly for all utilities and Lessee shall pay an invoice for the same within fifteen (15) days of receipt of such invoice.

SECTION 5
Capital Improvements, Maintenance, Repairs and Operations

1. Security/Usher Services and Traffic Control. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Property and vehicle parking attendants during Other Reserved Events.

2. Set-up and Clean-up for Other Reserved Events. Lessee shall have the exclusive right and obligation to manage and operate the Property during Other Reserved Events and shall, at its sole expense, clean the Property and all improvements therein and keep it in orderly condition. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including without limitation, ADA and access laws, waste management, recycling, county health and alcoholic beverage sales/license laws.

3. Lessee is Responsible for all Aspects of Maintenance and Repair. During the term of this Agreement in addition to its obligations under paragraph 2 (Setup and Cleanup for Other Reserved Events), Lessee is responsible at its sole expense to fully and completely maintain the Property and all City-owned facilities therein. These maintenance obligations are ongoing. Lessee shall be responsible for all aspects of maintenance and repairs to include without limitation any capital repairs and major maintenance of the Property and all City-owned capital facilities therein. In addition to major maintenance of the Property and all City-owned capital facilities, Lessee shall be responsible for regular maintenance as well. These obligations include clean-up of seating and concession areas and maintenance of

seats, public laboratories and restroom facilities, regular and routine maintenance of the HVAC, plumbing, electrical, water, sewage and onsite drainage systems.

As described above, Lessee is further responsible to maintain the facilities which are the subject of this Agreement in a fully operational condition such that the structures and facilities at the Property and all City-owned capital facilities therein shall be in at least as good or better condition at the end of this Agreement than the condition of such facilities on the effective date of this Agreement. Lessee's obligations of maintenance, replacement and repair shall not take into consideration "reasonable wear and tear". To the contrary, Lessee's obligations require Lessee to maintain and repair the Property and all City-owned capital facilities at all times so as to negate the effects of "ordinary wear and tear". Without limiting the generality of the foregoing, Lessee is responsible for capital replacement and repairs of the structure, structural members, foundations, footings, roof, balconies, floors, columns, steps, ramps, doors, windows, walls, fixed stadium seats and seating areas, fixed concession areas, water and plumbing systems, electrical systems and electrical lights (including light standards and field lighting/ballasts), pipes and mains, sidewalks, fencing, parking surfaces, the scoreboard and all integral components of the foregoing and all fences and fencing. Such major maintenance and repair responsibilities Lessee apply whether the major maintenance or repair is ordinary or extraordinary, foreseen or unforeseen, necessitated by wear and tear, obsolescence, or any other cause.

4. Discretionary Improvements. Lessee has the right, at its own expense, to make alterations and improvements to the Property as are reasonably necessary or appropriate for Lessee's conduct of its business, subject to prior written approval by City and, once approved, such alterations or improvements are performed in a good and workmanlike manner by qualified personnel. Any necessary operations, maintenance and/or repairs relating to such alterations or improvements are the sole responsibility of Lessee, unless City first agrees in writing to accept responsibility. At the end of the term of this Agreement, any improvement installed by Lessee shall remain at the Property and shall be property of City. Lessee shall obtain all required City permits prior to making any improvements. Lessee shall comply with applicable general plan, zoning and other requirements of the City regarding improvements they install.

SECTION 6
Term, Termination, Default, Remedies

1. Term and Option to Extend. The Term of this Agreement shall be 3 years commencing with the Rent Commencement Date on the 1st of the month provided Lessee is not in default under the Terms of this Agreement, Lessee shall have the option to extend this Agreement for an additional 3 years by providing written notice to the City no earlier than 6 months nor later than 2 months prior to the expiration of the Original Term.

2. By Destruction. In accordance with Section 7 of this Agreement, City may terminate this Agreement.

3. Default by Lessee. It shall be a default under this Agreement if any of the following occurs:

A. Lessee fails to pay the Rent, and any other costs, surcharges or other monetary obligations as required by this Agreement; or

B. Lessee fails to observe and comply with any other term, condition, covenant or agreement to be observed and complied with by Lessee under this Agreement.

4. Remedies. As to any monetary defaults or obligation of Lessee to pay any monies to City, such default shall continue uncured for a period of three (3) days after Lessee receives notice from City, City shall be entitled to terminate this Agreement. As to any default of Lessee of a non-monetary nature, if such default continues uncured for a period of three (3) days after Lessee receives notice from City specifying the nature of the default in reasonable detail (or such period if such default cannot be reasonably cured within such 3-day period, provided Lessee commences such cure within such 3-day period and thereafter diligently pursues such to completion), City shall have the right, in addition to any other remedy available hereunder, or at law, or in equity, to terminate this Agreement. Termination of this Agreement shall not relieve Lessee of its obligation to make any monetary payment required of it pursuant to this Agreement (including the full payment of all license fees) nor shall Lessee's obligations of indemnity, insurance and other obligations which would naturally survive termination be excused. All such obligations shall continue to be binding upon Lessee until such obligations have been performed and satisfied in full.

5. Lessee's Right to Terminate for Loss of Funding Source. Lessee may, upon 90 days' notice to City, terminate this Agreement in the event they lose their funding source for their operations.

SECTION 7
Damage or Destruction

1. In the event the Property is substantially or totally damaged or destroyed so as to be unfit for occupancy or use by Lessee as contemplated, City in its sole and absolute discretion may terminate this Agreement. In the event City elects to terminate this Agreement, it may give Notice of Termination which shall be effective immediately. Whether City elects to terminate this Agreement pursuant to this section, City shall have no liability to Lessee with respect to any losses or damage occasioned by Lessee due to such termination or due to any delays occasioned by the time of repair, construction/reconstruction of the Property facilities. Lessee shall obtain business interruption insurance or take such other financial precautions as it deems necessary for any losses which might arise from the destruction or substantial destruction of the Property.

2. Restoration of the Property. For termination of this Agreement other than for damage or destruction as described in paragraph 1 above (to include expiration of this Agreement according to its terms or termination occasioned by default), Lessee will return the Property to its original or subsequently improved condition, and shall return to City all equipment and tangible personal property owned by City, if any, in good working condition, or reimburse City for reasonable cost of repairing such damage and/or replacing such personal property.

SECTION 8
Indemnity; Insurance

1. Indemnity by Lessee. Lessee shall indemnify and hold City, and its representatives officers, directors, employees and agents free and harmless from any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind (including reasonable attorneys' fees, expert witnesses and costs of investigation with regard to any claim, demand or action) to the extent they arise out of or are in any way connected with the performance of this Agreement by City, its agents, directors or employees or by Lessee, its agents, directors or employees whether such claims, liens, demands, losses or expenses are based upon a contract or upon a claim for personal injury, death, or property damage or upon any other legal or equitable theory whatsoever. Lessee agrees at its own expense and upon written request by City, to defend any claim, suit, action or demand brought against City on any injury, loss, or liability, actual or alleged covered herein. Notwithstanding this defense obligation, Lessee shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of City, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. Lessee shall provide City with a defense until such determination has been made (*i.e.*, until a court of competent jurisdiction has finally determined that the loss or liability arises from the sole negligence or willful misconduct of City, Lessee shall provide a defense as to such loss or liability). Lessee's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. The defense indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employment benefit acts. The Lessee shall pay all costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Lessee's indemnity obligations survive this Agreement.

Lessee's duties to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the City may be liable without fault of be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the City has been determined. The duty to defend applies immediately regardless of whether the City has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. Notwithstanding the foregoing, the City on behalf of itself reserves the right to assume the

defense of any action, arbitration or proceeding against which Lessee may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without effecting Lessee's obligation to indemnify for the cost of such defense.

Lessee shall be liable to the City for any loss or damage to City property arising from or in connection with Lessee's performance hereunder.

2. Insurance Requirements.

A. Commercial General Liability. During the term of this Agreement, Lessee shall at all times maintain in full force and effect commercial general liability insurance in an amount determined as reasonably necessary from time to time by Northern California Cities Self-Insurance Fund (NCCSIF), a California joint powers agency, or City's subsequent insurance carrier. At the commencement of this Agreement, the commercial general liability insurance shall be $2,000,000 minimum combined single limit and a general aggregate limit of at least $4,000,000. The policy shall cover bodily injury, property damage, personal injury and other covered loss however occurring during the policy term. The coverage shall be primary and any insurance maintained by City shall be excess insurance only. Such insurance shall contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; (d) providing for coverage of employer's automobile non-ownership liability.

The commercial general liability insurance policy shall provide coverage on an "occurrence" basis, including products and complete operations, property damage, bodily injury and personal and advertising injury. If a general aggregate limit applies, the general aggregate limit shall apply separately to this Agreement and the Property.

B. Automobile Liability. Lessee shall, during the term of this Agreement maintain coverage for automobile liability using ISO Form CA 00 01 covering any auto (Code 1), hired (Code 8) and non-owned automobiles (Code 9), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

C. Property Insurance. During the term of this Agreement Lessee shall at all times during this Agreement maintain in full force and effect property insurance, special extended coverage or all-risk coverage insurance (including, but not limited to coverage for vandalism and malicious mischief) in the amount of 100% of the full replacement value of all improvements at the Property. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Lessee may maintain the required coverage by means of coverage obtained by City through City's insurance carrier, which may change from time to time, for which Lessee shall reimburse City for coverage required during the Baseball Season.

D. Workers' Compensation. During the term of this Agreement Lessee shall at all times maintain in full force and effect workers' compensation insurance as required by the laws of the State of California. Lessee may be permissibly self-insured in accordance with applicable law.

E. Forms of Policies: Deductibles. All insurance policies required by this section shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or void coverage to the other named or additional insureds, shall not reduce or void coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this section shall be (a) written by companies rated A-VII or better in *Best's Insurance Guide* and authorized to do business in California, and (b) name City, its officers, officials, employees and volunteers as additional insureds. Any deductible amounts in excess of $5,000 under any insurance policies required to be carried by Lessee by this section shall be subject to City's prior written approval. Lessee shall be responsible for any such deductible amount, so that so far as City is concerned, it will be as if the insurance had no deductible.

Each insurance policy required above shall provide that coverage shall not be cancelled, except with no less than thirty (30) days prior notice to City.

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

City, its officers, officials, employees and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers,

officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute to it.

F. Insurance Endorsements: Failure to Deliver. Lessee shall furnish City upon execution of this Agreement, and thereafter within 30 days prior to the expiration of each such policy, amendatory endorsements issued by the insurer carrier of each policy of insurance carried hereunder and such policy endorsement to verify the additional insured status of City. The endorsements shall expressly provide that the policy shall not be cancellable or subject to reduction of coverage or otherwise be subject to modification except after 30 days' prior written notice to City. If Lessee shall fail to procure such insurance or deliver such endorsements, City may, at its option, and in addition to City's other remedies in the event of default by Lessee under this Agreement procure the same for the account of Lessee, and the cost thereof shall be paid to City as an additional license fee. Failure to obtain and maintain the required endorsements prior to the commencement of the Baseball Season in 2023 shall not waive Lessee's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 9
Sublicense or Assignment of Agreement

1. No Assignment or Sublicense. The license granted to Lessee is personal to Lessee and may not be assigned or sublicensed in whole or in part to any third party without the prior written consent of City, which City may withhold in its sole discretion.

2. No Release. Regardless of City's consent, no sublicensing or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the Rent and all monetary obligations under this Agreement and to perform all other obligations to be performed by Lessee hereunder, to include the indemnity and insurance obligations. Consent to one assignment or sublicensing shall not be deemed consent to any subsequent assignment or sublicensing. In the event of any default an assignee of Lessee, or any successor of Lessee in the performance of any of the terms hereof, City may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor. City may consent to subsequent sublicensing or assignment of this Agreement or amendments or modifications of this Agreement with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of liability under this Agreement.

SECTION 10
Additional Agreements

1. Hazardous Materials. For purposes of this paragraph "Hazardous Materials" shall mean any substances or materials classified as hazardous materials, hazardous substances, hazardous waste or toxic waste under any federal, state or local statute, regulation or ordinance, including by not limited to any petroleum products and agricultural chemicals

used as pesticides or herbicides. Lessee shall not, and shall not permit any third party to, transport onto, store on or use on the Property any Hazardous Materials. Lessee shall not release or allow any third party to release any Hazardous Materials on any portion of Property. Lessee, at Lessee's sold expense, shall conduct any and all investigation, clean-up and/or eliminate any and all Hazardous Materials released in violation of this paragraph 2.

2. Security. Lessee shall provide reasonable security personnel for Other Reserved Events and related operations conducted at the Property, and any other activities permitted by this Agreement.

3. Community Events. From time to time, as stated herein, City has the right to schedule City sponsored community events.

4. Additional Obligations of Lessee.

   A. Lessee shall keep and maintain a valid business license issued by City during the term of this Agreement. Lessee must secure such permits, variances and licenses as may be necessary or desirable to operate its business as contemplated in this Agreement at its sole expense and obligation.

   B. Lessee shall pay any possessory interest tax levied against the Property by the Assessor of Yuba County. Any taxes owing as a result of the private or commercial use of the Property are the sole expense of Lessee, including any subsequent taxes, levies or increases to existing taxes to which Lessee or its affiliates would be subject.

   C. Lessee shall abide by all local ordinances, rules and regulations, and all State laws, pertaining to the operation of a baseball facility open to members of the public, including, but not limited to all such ordinances, rules, regulations and laws pertaining to health, fire, safety, the sale of food and beverages, and alcohol sales and consumption.

   D. Cooperation to Protect Surrounding Neighborhood. Lessee agrees to cooperate with City to insure that Property is used in such a manner as not to produce undue annoyance to persons living in the neighborhood surrounding the Property. Measures to be taken may include, but are not limited to, noise restrictions, hours during which the Property may not be used, crowd controls, parking restrictions, and related matters.

   E. Access by City. Authorized personnel from City shall have reasonable access to the Property at all times during the term of this Agreement to ensure compliance with all the provisions of this Agreement. Such access does not provide the right to interfere with the on-going business operations of Lessee.

SECTION 11
NAMING RIGHTS

1. For the Term of this Agreement, Lessee shall have the right to name the stadium at the Property to include signage associated with such naming rights as approved in writing in advance by the City.

   The name selected by Lessee shall be subject to the City's approval, which approval shall not be unreasonably withheld, provided however, that "Bryant Field" must remain as part of the name selected by Lessee.

2. Future Departure of Marysville Drakes. In the event the Marysville Drakes cease to utilize the property to conduct baseball games in the future, Lessee shall have a first right to negotiate for a substitute baseball team. In the even the Drakes decline to enter into a license agreement to hold baseball games at Bryant Field, the City shall provide written notice to Lessee. Lessee shall, within fifteen (15) days of the date of such notice, advise the City in writing if it intends to negotiate to have a substitute baseball team hold baseball games at the Property. Should Lessee fail to request negotiation with the City within fifteen (15) days of the date the City notifies Lessee of its intention to negotiate to have a substitute baseball team or should the parties fail to reach an agreement within sixty (60) days of such notification, the City shall be free to negotiate with others concerning a substitute baseball team to hold baseball games at the Property. The City must approve the name of any successor team within its absolute discretion. Should Lessee advise the City of such intention, the parties agree to negotiate in good faith to reach an agreement for a substitute team to hold baseball games at the Property.

SECTION 12
MISCELLANEOUS

1. Rent Payable in United States Money. Rent and all other sums payable under this Agreement must be paid in lawful money of the United States of America,

2. No Partnership or Other Legal Entity Formed. By virtue of this Agreement no partnership, joint venture, or other legal entity is formed between the parties and neither becomes the guarantor or obligator of any debt, liability or obligation of the other.

3. Lessee's Employees No employee, agent, contractor, or other person to the employ of one party shall be deemed to be in the employ of the other party.

4. No Independent Contractor. Neither City, nor Lessee, shall be independent contractors of one another pursuant to the terms of this Agreement.

5. No Liens or Encumbrances.

   A. Lessee shall not permit to be enforced against the Property or any part of them, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. Lessee shall defend and indemnify City against all liability and loss of any type arising out of work performed at the Property by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by city in negotiation, settling defending or otherwise protecting against such claims in the event of the breach by Lessee of the duty to defend or indemnify City.

   B. If Lessee does not protect the Property from a lien or liens as provided in paragraph A, and a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure for a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Lessee shall reimburse City for all sums paid by City under this paragraph, together with all City's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

6. Integrated Agreement; Amendments. This Agreement covers all matters concerning the use and occupancy of the Property by Lessee. All prior understandings, whether written or oral, shall be of no further force or effect. All amendments hereto shall be in writing, signed by both parties.

7. Notices. Notices to either party, and correspondence between them, shall be made by personal delivery, fax, overnight delivery (Federal Express or equivalent), or registered U.S. Mail.

   To the extent a time limit is prescribed for the giving of any notice, such notice shall be deemed given:

   A. Upon personal delivery.

   B. Upon the sending of fax; provided another copy is provided by another method described above on the same day as the fax is sent.

   C. At the time shown as the time received by the overnight delivery service or the U.S. Postal Service.

   The addresses, phone numbers and fax numbers of the parties are as follows. A party will promptly notify the other in writing of any changes.

City: Jim Schaad
City Manager
City of Marysville
526 C Street, P.O. Box 150
Marysville, California 95901
(530) 749-3901
(530) 749-3992 facsimile

With a copy to:

Rich, Fuidge, Bordsen & Galyean, Inc.
Attn: Brant J. Bordsen
City Attorney
1129 D Street
Marysville, California 95901
(530) 742-7371
(530) 742-5982 facsimile

Lessee:Highlands Community Charter School
Attn: Murdock Smith
Executive Director
1333 Grand Avenue
Sacramento, California 95838
(916) 844-2283
murdock.smith@hccts.org

8. Authority. Each party represents that the person signing this Agreement on its behalf has been duly authorized to do so in accordance with all applicable laws pertaining thereto and that the signature of such person is to be construed as legally binding the party to the terms and conditions of this Agreement.

9. Binding on Heirs, Successors, and Assigns. This Agreement, and each term and condition of it, shall be binding on the heirs, successors, and assigns of the parties. Nothing in this subparagraph permits Lessee to assign or sublet all or any rights under this Agreement.

10. Modification: Waiver. Changes or modifications to this Agreement may be made by mutual written agreement of the parties. No change or modification shall be effective unless in a writing executed by the parties. No waiver shall be deemed given unless in writing, and one waiver shall not constitute a subsequent waiver.

11. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

12. Nuisance. Lessee shall not commit or permit the maintenance or commission of any nuisance within the Property.

13. Captions. The captions of the various sections or paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part of this Agreement.

14. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

15. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

16. Exclusive Representative. The parties agree that they shall each designate exclusive representatives for purposes of ongoing communications concerning this Agreement. Each party agrees that it shall not communicate with other persons concerning the subject matter of this Agreement except with the designated representatives of each party. In that regard the designated representative(s) for Lessee shall be Mike Reid, the designated representative for City shall be Dan Flores, Community Development Director. Either party may change its designated representative(s) by giving notice to the other party pursuant to Section 13 subdivision 7 of this Agreement.

17. Governing Law and Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California. If this Agreement gives rise to a dispute, lawsuit or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover its court costs and reasonable attorneys', expert fees in addition to any other relief to which such party may be entitled.

18. Authority. Each individual executing this Agreement on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Lessee.

19. Time is of the Essence. Time is of the essence in performance of this Agreement.

20. No Third-Party Beneficiaries. Except as specifically provided in this Agreement, nothing in this Agreement is intended to create any third-party benefit.

21. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application of it will remain in full force and will not be affected, impaired or invalidated.

22. Identification of Lessee's Owners. Concomitantly with execution of this Agreement, Lessee shall provide City with a list setting forth the identity of every person, firm or other entity holding an ownership interest in Lessee.

23. Signage. The use of digital or electronic billboard signage is not currently permitted at the Property. The City reserves the right (assuming it acquires the rights to do so) to locate a digital/electronic billboard on the back of the scoreboard (or other appropriate location outside of Bryant Field on the Property).

Lessee shall not erect any billboards or signage on the outside of the stadium at Bryant Field absent the City's advance written consent to do so.

24. Recorded Memorandum. Following execution of this Lease, the City shall cause a memorandum thereof in the form shown on attached Exhibit A to be recorded with the official records of the County of Yuba.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together, when signed by all the parties hereto, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date set forth below.

Date: _____

CITY:

CITY OF MARYSVILLE, a municipal corporation

By: _____
_____, its City Manager

Attest:

_____
City Clerk

LESSEE:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Date: 6/16/23

By: _____
Murdock Smith, its Executive Director/CEO

Recording Requested By and
When Recorded Return To:

Nicole Moe, City Clerk
City of Marysville
526 C Street
Marysville, CA 95901

(space above line for recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____ is entered into between the City of Marysville ("City") and Highlands Community Charter School ("Lessee")

RECITALS

A. On or about May 1, 2023, City and Lessee entered into that certain Lease, pursuant to which City leased to Tenant and Tenant leased from Landlord, on a shared possession basis, real property, more particularly described as 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001 ("Premises").

B. City and Lessee desire to execute this Memorandum to provide constructed notice of Tenant's rights under the Lease to all third parties.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. City leases to Lessee for a term of three (3) years, with a three (3) year option to extend.

2. Lease Terms. The Lease of the Premises to Lessee is pursuant to the Lease which is incorporated in this Memorandum by reference.

3. Assignment. Lessee's rights and obligations under the Lease shall not be assigned without City's prior written consent, and any assignment without this consent shall be void.

4. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

EXHIBIT A

5. Governing Law. This Memorandum and the Lease are governed by California law.

DATE: 6/16/23

HIGHLANDS COMMUNITY CHARTER SCHOOL,
Lessee

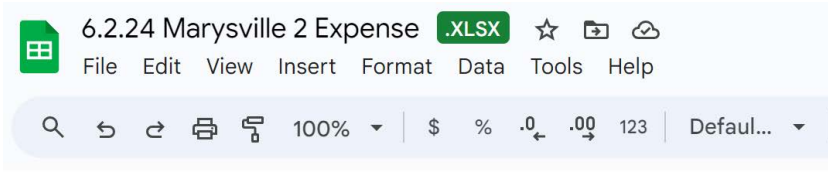
By: _____
its Executive Director/CEO

DATE: 06/25/2023

CITY OF MARYSVILLE

By: _____
its City Manager

ATTEST: _____
City Clerk



A1

	A	B	C	D	E	F	G
1		Terms					
2		Start	5/1/2023				
3		End	5/1/2026		Paid		
4		Amount	2,000				
5		Increase	3%	Annually			
6							
7		Year 1	Year 2	Year 3			
8	1	2,000.00	2,060.00	2,121.80	May		
9	2	2,000.00	2,060.00	2,121.80	June		
10	3	2,000.00	2,060.00	2,121.80	July		
11	4	2,000.00	2,060.00	2,121.80	August		
12	5	2,000.00	2,060.00	2,121.80	September		
13	6	2,000.00	2,060.00	2,121.80	October		
14	7	2,000.00	2,060.00	2,121.80	November		
15	8	2,000.00	2,060.00	2,121.80	December		
16	9	2,000.00	2,060.00	2,121.80	January		
17	10	2,000.00	2,060.00	2,121.80	February		
18	11	2,000.00	2,060.00	2,121.80	March		
19	12	2,000.00	2,060.00	2,121.80	April		
20	**Total**	**24,000.00**	**24,720.00**	**25,461.60**	**74,181.60**		
21							
22			**Total Paid YTD**		**28,120.00**		
23							
24			**Owed**		**46,061.60**		
25							
26							
27							
28							
29							
30							
31							

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Sports Officiating

Summary

Grade Level: High School

Subject Area: Hospitality, Tourism, and Recreation

Prerequisites:

- Bridge English
- 10 academic credits toward a high school diploma completed
- 220 CASAS score

Course Hours: 120 hours

Course Credits: 10

Course Code: 8300

Grading: A - F

HCCS Course Number:

Details

Course Description

This Sports Officiating course is designed to provide a comprehensive overview of fundamental principles and practices of officiating various sports. Through direct instruction, hands-on learning, and scenario-based instruction, participants will gain a solid understanding of how to administer and enforce the rules of different sports to ensure the proper conduct of all fans, players, coaches, and bystanders in a safe environment. Topics covered include the rules of common sporting activities, referee mechanics such as hand gestures, game awareness, game safety and management, judgment required to officiate effectively and fairly, and professionalism. In addition to the hard skills required to be a successful sports officiant, students will also develop soft skills such as confidence, accountability, honesty, effective communication, teamwork, and understanding their scope of authority in the context of a sporting event.

General Goals/Purpose

The purpose of this Sports Officiating course is to prepare students for employment as a sports official in the real world. Through hands-on activities and simulated game scenarios, students will have the opportunity to apply officiating principles in practical settings. They will receive constructive feedback from instructors and peers to enhance their officiating skills and decision-making abilities. Through scenario-based instruction, students will learn strategies for maintaining composure, managing conflicts, and promoting sportsmanship. By the end of the course, students will have a solid foundation in sports officiating, enabling them to officiate

games confidently and competently from the adolescent to high school level. This course prepares students for four nationally recognized certification exams including a concussion certification, sportsmanship certification, bullying certification, and social media certification by providing comprehensive coverage of exam-relevant topics and offering weekly quizzes for practice. Whether students aspire to pursue officiating as a career or simply wish to enhance their understanding of sportsmanship and fair play, this course will provide valuable knowledge and practical experience for students interested in sports officiating.

Schoolwide Learner Outcomes Addressed

- Students will demonstrate measurable achievements each term through assessment.
  - Learners apply preferred learning style to coursework in classroom and homework settings to maximum learning potential, while implementing strategies for memory and test-taking.
- Students will make progress toward their career goals.
  - Learners will apply problem-solving skills to provide ideas that would help improve their respective organizations.
- Students will use technology to communicate for personal and academic use.
  - Learners will utilize apps and other technologies to apply time management and organization techniques to create effective schedules.

Certifications/Licenses

National Federation of State High School Associations (NFHS):

- Concussion Certification
- Sportsmanship Certification
- Bullying Certification
- Social Media Certification
- Heat Illness Prevention Certification

Pathway Standards

(Aligned to the California Career Technical Education Model Curriculum Standards: Hospitality, Tourism, and Recreation Pathway)

C3.0 Apply the knowledge and skills essential for effective guest services in the hospitality, tourism, and recreation industry sector.

C3.1 Analyze the importance of guest services to the success of the industry.
C3.2 Demonstrate the concept of exceptional guest service.
C3.5 Understand the roles of management and employees in effectively meeting the needs of culturally and generationally diverse guests and special needs customers.
C3.6 Interact with guests in a positive, responsive, and professional manner.

C5.0 Demonstrate an understanding of the basics of systems operations and the importance of maintaining facilities, equipment, tools, and supplies.

C5.1 Apply the procedures for cleaning, maintaining, and repairing facilities and equipment and the importance of preventive maintenance.
C5.4 Understand the relationship between facilities management and profit and loss, including the costs of resource consumption, breakage, theft, supplies use, and decisions for repairs or replacement.

C12.0 Demonstrate an understanding of the value of recreation and the fundamentals of recreational facilities and services.

C12.5 Explore the departments, functions, and restrictions of public and private parks and recreational facilities and the outdoor recreational programs they offer.

Board Approved June 20, 2024

Instructional Strategies

- Direct Instruction
- Guided Practice & Modeling
- Role Play, Simulations, and Dramatization
- Videos for self-reflection
- Scenario-based Videos
- Reading and Writing
- Differentiated Instruction
- Formative and Summative Assessments
- Targeted Feedback
- Field Trips
- Homework and Review

Evaluation

- Teacher prepared assignments
- In-class evaluation of student work samples and informal assessment
- Participation
- Skills demonstration
- Module assessments
- Final summative assessment

Repetition

Credit is granted on work completed and demonstrated mastery of 80% or more during a set cohort basis. Partial credits can be awarded, but the class cannot be repeated for additional credit. Once the student has mastered all objectives, they shall earn a total of 10 credits.

Course Materials

- Instructor developed and printed materials
- Online resources
- Skills practice videos
- Instructor developed quizzes
- Internet sites (NFHS)
- Handbooks:
    - Basketball Rules Book by by National Federation of State High School Associations
    - Basketball Case Book by National Federation of State High School Associations
    - Basketball Officials Manual by National Federation of State High School Associations
    - Basketball Handbook by National Federation of State High School Associations

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Introduction to Landscaping

Summary

Grade Level: High School

Subject Area: Agriculture and Natural Resources

Prerequisites:

- English A and B
- 20 academic credits toward a high school diploma completed
- 225 CASAS score

Course Hours: 120 hours

Course Credits: 10

Course Code: 7170

Grading: A - F

HCCS Course Number:

Details

Course Description

This introductory course exposes students to foundational concepts in the field of landscaping with an emphasis on pursuing career pathways relating to landscape design, maintenance, general rehabilitation, and functional beautification. Students will gain familiarity with industry standard tools ranging from basic hand tools to a general overview of motorized and automated systems and equipment. A heavy focus is placed on the proper handling, application, and disposal of state and federally regulated substances essential to the trade such as chemical fertilizers, pesticides, and herbicides. Students will also learn about modern trends as they pertain to low environmental impact and safety-minded, sustainable practices. Design elements such as implementing minimal water usage foliage and drought conscious irrigation practices will be covered in the curriculum. Installation and maintenance of such systems will comprise the core of the hands-on lab portions of the course. Student learning will be assessed with performance and knowledge evaluations with the goal of obtaining certifications recognised by industry in mind.

General Goals/Purpose

The purpose of this introductory course is to equip participants with the foundational knowledge and practical skills necessary to embark on a successful career in the landscaping industry. This course introduces foundational concepts that prepare students for the concentrator course, where students will take their license exam to obtain a Qualified Applicator License (QAL). This exam includes information on seed treatment, soil fumigation, landscape maintenance, and pest control. Students will be prepared for the QAL exam by providing comprehensive coverage of exam-relevant topics and offering unit exams for practice.

This course will promote student interest and passion in a developing field in the state of California, and prepares students by covering the major concepts and exposing students to the potential career paths in landscaping and agriculture.

Schoolwide Learner Outcomes Addressed

- Students will demonstrate measurable achievements each term through assessment.
  - Learners apply preferred learning style to coursework in classroom and homework settings to maximum learning potential, while implementing strategies for memory and test-taking.
- Students will make progress toward their career goals.
  - Learners will apply problem-solving skills to provide ideas that would help improve their respective organizations.
- Students will use technology to communicate for personal and academic use.
  - Learners will utilize apps and other technologies to apply time management and organization techniques to create effective schedules.

Certifications/Licenses

Qualified Applicator License (QAL)

Pathway Standards

(Aligned to the California Career Technical Education Model Curriculum Standards: Agriculture and Natural Resources)

F1.0 Compare and contrast the hierarchical classification of plants.

F1.1 Practice how to classify and identify plants by order, family, genus, and species.
F1.3 Illustrate how common plant parts are used to classify the plants.
F1.4 Distinguish how to classify and identify plants by using botanical growth habits, landscape uses, and cultural requirements.
F1.5 Identify and select plants for local landscape applications.

F2.0 Summarize plant physiology and growth principles.

F2.1 Understand plant systems, nutrient transportation, structure, and energy storage.
F2.2 Diagram the seed's essential parts and explain the functions of each.
F2.3 Explain how primary, secondary, and trace elements are used in plant growth.
F2.4 Experiment with the factors that influence plant growth, including water, nutrients, light, soil, air, and climate.
F2.6 Explore the factors that affect plant growth.

F3.0 Demonstrate plant propagation techniques.

F3.2 Demonstrate the various techniques for successful plant propagation (e.g., budding, grafting, cuttings, seeds).
F3.3 Utilize and monitor plant reproduction for the development of a saleable product.

F4.0 Develop and implement a plan for basic integrated pest management.

F4.1 Read and interpret pesticide labels and understand safe pesticide management practices.
F4.2 Research how pesticide regulations and government agencies affect agriculture.
F4.3 Identify common horticultural pests and diseases and methods of controlling them.
F4.4 Design an integrated approach to solving plant problems.

F5.0 Summarize water and soil (media) management practices.

F5.1 Explain how basic soil science and water principles affect plant growth.
F5.2 Illustrate basic irrigation design and installation methods.
F5.3 Prepare and amend soils, implement soil conservation methods, and compare results.
F5.4 Research major issues related to water sources and water quality.
F5.5 Explain the components of soilless media and test the use of those media in various types of containers.

F6.0 Apply ornamental plant nutrition practices.

F6.1 Analyze how primary and secondary nutrients and trace elements affect ornamental plants.
F6.2 Use basic nutrient testing procedures on soil and plant tissue.
F6.3 Analyze organic and inorganic fertilizers to understand their appropriate uses.
F6.4 Read and interpret labels to properly apply fertilizers.

F7.0 Develop a plan for the selection, installation, and maintenance of turf.

F7.1 Explain the selection and management of landscape and sports field turf.
F7.2 Demonstrate how to select, install, and maintain a designated turf grass area.
F7.3 Distinguish how the use of turf benefits the environment.

F8.0 Employ nursery production principles.

F8.1 Demonstrate the proper use of production facilities and common nursery equipment.
F8.2 Use common nursery production practices.
F8.3 Demonstrate how to propagate and maintain a horticultural crop to the point of sale.

F9.0 Demonstrate the proper use of containers and horticultural tools, equipment, and facilities.

F9.1 Use different types of containers and demonstrate how to maintain growing containers in controlled environments.
F9.2 Operate and maintain selected hand and power equipment safely and appropriately.
F9.3 Select proper tools for specific horticultural jobs.
F9.4 Install landscape components and electrical, land, and water features.

F10.0 Understand basic landscape planning, design, construction, and maintenance.

F10.1 Utilize terms associated with landscape and design in appropriate context.
F10.2 Produce a residential design, including how to render design to scale using design technology and principles.
F10.3 Use proper landscape planting and maintenance practices.
F10.4 Prune ornamental shrubs, trees, and fruit trees.
F10.5 Produce clear and concise landscape business contracts.

F11.0 Understand basic floral design principles.

F11.1 Demonstrate the use of plant materials and tools.
F11.2 Apply basic design principles to products and designs.

Instructional Strategies

- Direct Instruction
- Guided Practice & Modeling
- Class Discussion
- Guided Reading
- Field Trips
- Project Based Learning
- Research Projects
- Student Presentations
- Differentiated Instruction
- Class Discussion
- Practical Skills Practice
- Homework and Review

Evaluation

- Teacher prepared assignments
- Publisher created assignments
- In-class evaluation of student work samples and informal assessment
- Participation
- Skills demonstration
- Module assessments
- Final summative assessment

Repetition

Credit is granted on work completed and demonstrated mastery of 80% or more during a set cohort basis. Partial credits can be awarded, but the class cannot be repeated for additional credit. Once the student has mastered all objectives, they shall earn a total of 10 credits.

Course Materials

- Instructor developed and printed materials
- Online resources
- Skills practice videos
- Computer based quizzes
- Internet sites
- Textbook: Sustainable Landscape Management: Design, Construction, and Maintenance 1st Edition by Ann Marie VanDerZanden (Author), Thomas W. Cook (Author)

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members
Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary;
Sonja Cameron, Corporate Treasurer; Rickey Jones,
Mellonie Yang, Mary DeChance, Mike Reid
Executive Director
Bill McGuire

Board Meeting Agenda

Call-in Number: +1 669 900 6833
Meeting ID: 820 0260 9095

DATE & TIME: **Thursday, October 3, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

A. CALL TO ORDER AND ROLL CALL

B. ADOPTION OF THE AGENDA

C. FLAG SALUTE

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

Anyone may address the Board regarding any item within the Board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the Board regarding any item not listed on the agenda. These presentations are limited to 3 minutes, and the allotted time will not exceed (30) thirty minutes.

E. ACTION ITEMS

1. Contract Approval
   Request the Board to approve contracts over $100,000. The Executive

Director recommends approval.

2. 2024-25 HCCTS Employee Handbook
Request the Board to approve the 2024-25 Employee Handbook. The Executive Director recommends approval.

3. 2024-25 HCCTS Locations Approval
Request the Board to approve the 2024-25 HCCTS Locations. The Executive Director recommends approval.

Supporting documentation was added on October 1, 2024.

F. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

Supporting documentation will be added before the board meeting.

1. Adoption of Minutes
Copies of the minutes of each regular or special meeting of the Board of Directors shall be distributed to Board members with the agenda for the next regular meeting, or as soon as reasonably possible.

Regular Board Meeting Minutes - September 19, 2024

Board Retreat Minutes - August 24, 2024 - Added on October 1, 2024.

2. Adoption of Job Descriptions
The Executive Director has reviewed and recommended the following job descriptions for approval.

Chief Business Official

Alumni External Relations Specialist - Added on October 1, 2024

3. Approval of 2024-25 Leases
Approve the leases for FY 2024-25 over the amount of $250,000.

3237 Peacekeeper Way, McClellan, California 95652

4. Approval of LCAP Changes

Approve the changes as recommended by SCOE and TRUSD.

Supporting documentation was added on October 1, 2024.

5. Adoption of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

5144.1 BP Suspension and Expulsion

5125 BP Student Records

6158 BP Independent Study

6. Removal of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

5111.1 BP Attendance Jurisdiction

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

The first reading of new and revised board policies is a discussion item only. These policies will be brought back at a later meeting for Board action.

3516 BP School Safety - Emergency Preparedness

6000 BP Instruction: Aims, Concepts, and Roles

4112.9 BP Employee Notifications

4119.23 BP Unauthorized Release of Confidential/ Privileged Information

9270 BP Conflict of Interest Code - Added on October 2, 2024

Bylaws revision as it pertains to the Conflict of Interest Code - Added on October 2, 2024

H. INFORMATION FOR DISCUSSION

1. Employee Benefits Renewal
Adam Miller and Katie Call with HUB will present the 2025 Employee Benefits Renewal package to the Board.

2. Workforce Solutions Update
Director of Workforce Solutions Lars Jorgensen will provide the Board with an update on workforce solutions.

Supporting documentation was added on October 2, 2024.

3. School Safety Plan for Grand Avenue

Safety Generalists Andrew Correa and Tony Torres will present the School Safety Plan for Grand Avenue.

I. BOARD COMMENTS

J. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

Anyone may address the Board regarding any item on the agenda prior to the Closed Session. Interested persons must submit a request, which is available in card form, before the commencement of the Board Meeting. These presentations are limited to 3 minutes.

K. CLOSED SESSION

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])
2. Public Employee Performance Evaluation (Gov. Code Section 54957(b)(1).)(Executive Director)

L. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

M. NEXT MEETING : October 17, 2024 at 2:00 pm

N. ADJOURNMENT

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283. If you need a copy of the agenda or any attachments, please contact Natasha Lutsik at (916) 844-2283 or via email at natasha.lutsik@hccts.org.


"IT'S NEVER TOO LATE..."
2024 - 2025
HCCTS Locations Approval
HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Identify Stakeholders for New Site

- A current partner
- Property Managers
- DHA or SETA
- Community Leaders
- Student or staff voice

How Does a Site Qualify for Expansion?

- Use Academic team and enrollment numbers to determine additional space needed
- Classroom sizes are near capacity
- Increase in overall site enrollment
- School ancillary programs are needed
- Use data to establish enrollment growth quarterly
- Track enrollment and attendance trends during the year
- Look for areas of growth with refugee settlement
- Use our partners for settlement information

Where To Open a New Site

- Contact current partners for input
- Student and staff input
- Overcrowding at current site
- Contact Community Leaders
- Partner with new community programs
- Use splatter maps to determine where our students reside

Site Opening Process

- Determine: square footage needed, academic needs (expected # of students and staffing), site safety, parking, ancillary programs, classrooms, office space, site condition including HVAC, electrical, plumbing, flooring and tenant improvements if needed.
- Legal qualifications assessed for a new school site (Fire, Occupancy, Zoning, Permitting, Ca. Ed Code, etc.)
- Approved by HCCTS Board of Directors then notify TRUSD of intent
- Facilities team tour to determine site needs
- Facilities team to introduce timeline for estimated opening date after receiving HCCTS Board of Directors approval and TRUSD approval
    a. Week 1 - assessment, scope of work identified, contract negotiation
    b. Week 2 - tenant improvements start, all departments begin prep, ordering of all equipment, furniture, signs etc.
    c. Week 3,4 - confirmation of tenant improvements completed, all departments completion of work, furnish site
    d. Week 4,5 - Open site

5

Site Opening Process

- Contract negotiation
- Contract start date (taking into consideration for Tenant Improvements)
- Secure: supplies, furniture, IT equipment, marketing, custodial needs, custodial service, security
- Estimate site budget including lease costs, staffing, utilities ,custodial and security
- If a site needs minimal tenant improvements (paint, floor etc.) it can be available for class in 2-5 weeks. With extensive tenant improvements it may take several months to open

Adding Additional Space at a Current Site

- Facilities team to meet and discuss needs for adding space including all legal qualifications
- Approved by HCCTS Board Of Directors then notify TRUSD of intent
- Identify tenant improvements if needed
- Contract negotiation
- Facilities Team introduced to needs
- Create a timeline for estimated opening date
- Ordering: supplies, furniture, IT equipment, marketing, custodial needs, custodial service, security
- Estimated budget for monthly and yearly costs: including lease, staffing, utilities , custodial, security, etc.
- With space being in an existing site, we anticipate opening within 2-5 weeks.

Determine Reason for Site Closing

- HCCTS, current partner or site owner failure to renew lease
- Current Partner or HCCTS uses 30 day out
- Structure is in disrepair
- Facility condition
- Consolidation of sites
- Fiscal constraints
- Enrollment/ADA in decline
- Cost is not consistent with appraisal comps
- Lease increase

Site Closing Process

- Contact all stakeholders of intentions
- Approved by HCCTS Board Of Directors then notify TRUSD of intent
- Leadership will confer with Facilities Director for closure date
- Notice of closure sent to property owner
- Facilities Team Director coordinates closing with all departments including, IT, maintenance, marketing, safety, academics, finance, SORS, custodial and warehousing
- Facilities walkthrough when vacated

Charter Wide Sites

Charter Educational Sites:

HCCS Sites 29

CICA Sites 8

HCCS and CICA Shared Sites 11

CTE 5

Total Charter Educational Sites: 53

Non-Educational Sites:

Administration 10

Other 7

Total Non-Educational Sites: 17

HCCS

	Site Name	Site Address	Administration	Students	Staff	ADA Jul-2024	Enrollment Jul-2024	ADA Aug-2024	Enrollment Aug-2024	Lease	Estimated Cost	Lease End Date	Notes
1	24th Street	7720 24th Street, Sacramento, CA 95832	☐	☑	1	31	116	55	143	Click Here	$387,380.00 - Contract Life	6/3028	
2	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	☐	☑	5	114	216	123	215	Click Here	$221,200.00 - Contract Life	8/31/25	
3	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	☐	☑						In Process	$37,824.00 - Contract Life		Inactive
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	☑	☑	3					Click Here	Included in Admin section	7/31/25	
5	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	☐	☑	3	124	226	150	263	Click Here	$125,280.00 - Contract Life	08/31/2025	
6	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	☐	☑	22	731	1,544	804	1,453	Click Here	$512,004.00 - Contract Life	06/30/2025	
7	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	☐	☑	18	535	1,051	593	1,085	In Process	$164,130.80 - Contract Life		
8	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	☐	☑	8	210	788	206	695	Click Here	$526,241.50 - Contract Life	M-M	
9	Folsom 2	9555 Folsom Blvd, Suite E, F, G, I, & J Sacramento, CA 95827	☐	☑	6	160		179		In Process	$370,291.44 - Contract Life		
10	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	☐	☑	1	15	216	17	226	Click Here	$186,000.00 - Contract Life	6-30-24	In process
11	Garden Grove 2	14361 Euclid Street, Suite 3C & 3D, Garden Grove, CA 92843	☐	☑	2	69		67		Click Here	$93,500.00 - Contract Life	2/28/25	
12	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	☐	☑	2		188	67	223	Click Here	$67,250.00 - Contract Life	08/31/2025	
13	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	☐	☑	1	28		39		Click Here	$15,552.00 - Contract Life	9/30/25	
14	Hillsdale	5655 Hillsdale Blvd, Suite 1, 9, &, 16 Sacramento, CA 95842	☐	☑	17	358	684	359	612	Click Here	$1,750,522.08 - Contract Life	11/30/27	
15	Howe Avenue	1111 Howe Avenue, #550 & #645, Sacramento, CA 95825	☐	☑	20	245	645	296	605	Click Here	$2,877,3628.00 - Contract Lif	8/30-26	
16	Hurley	3205 Hurley Way, Sacramento, CA 95864	☐	☑	12	184	325	221	372	In Process	$1,096,687.40 - Contract Life		
17	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	☐	☑			132	184	116	193	Click Here	$120,000.00 - Contract Life	08/30/2025
18	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	☐	☑	3						$149,499.00 - Contract Life	6/30/26	
19	Maple	3301 37th Avenue, Sacramento, CA 95824	☐	☑	4	86	888	124	893		$105,600.00/ YR	M-M	
20	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	☐	☑	5	128	450	162	395	In Process	$223,840.00 - Contract Life		
21	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	☐	☑	5	85		77		In Process	$92,295.00 - Contract Life		
22	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	☐	☑	2	60	364	73	304	Click Here	$287,755.68 - Contract Life	1/31/26	
23	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	☐	☑	2	107		92			$136,525.08 - Contract Life	1/31/26	
24	Oxnard	328 West Third Street, Oxnard, CA 93030	☐	☑	2	40	86	56	90	Click Here	$169,101.00 - Contract Life	11/30/25	
25	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	☐	☑	2					Click Here	$200,067.72 - Contract Life	12/31/26	
26	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	☐	☑	2	32	46	36	47	In Process	$141,164.88 - Contract Life		
27	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	☐	☑	2	31	73	41	83		$445,208.00 - Contract Life	6/30/28	
28	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	☐	☑	2	8	40	25	83	Click Here	$126,708.80 - Contract Life	9/30/26	
29	Peacekeeper	3237 Peacekeeper way, Building 200 Suite 202 McClellan, CA 95652	☐	☑						Click Here			New site

CICA

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Notes
1	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	☐	☑	2			Click Here	$96,000.00 - Contract Life	08/31/2025	
2	Fair Oaks 2	6110 Fair Oaks Blvd, #B Carmichael, CA 95698	☑	☐	1			Click Here	Included in A and C Contract	12/31/26	
3	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	☐	☑	3				$1,220,582.00 - Contract Life	3/31/28	
4	Howe Avenue	1111 Howe Avenue Suites #610 and #630 Sacramento, CA 95825	☑	☑	25				Included in HCCTS Contract	3/31/27	
5	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827	☐	☑	1			Click Here	In Kind	06/30/2025	
6	O Street	1326 O Street, Sacramento, CA 95814	☐	☑	1			Click Here	$120,000.00 - Contract Life	8/15/33	
7	Rosemont (Saint John's)		☐	☑	1			In Process	$50,000.00 - Contract Life		
8	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	☐	☑	1				In Kind		

HCCS & CICA SHARED SITES

	Site Name	Site Address	Administration	Students	CICA	Staff	ADA Jul-2024	Enrollment Jul-2024	ADA Aug-2024	Enrollment Aug-2024	Lease	Estimated Cost	Lease End Date	Notes
1	Auburn	4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841	☐	☑	☑	10	91	490	107	561	Click Here	$338,564.88 - Contract Life	4/30/26	
2	Auburn 2	7817 Old Auburn Road, Citrus Heights, CA 95610	☐	☑	☑	11	52		141		Click Here	$522,432.00 - Contract Life	12/31/28	
3	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	☐	☑	☑	6	95	171	112	198	In Process	$538,596.00 - Contract Life		
4	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	☑	☑	☑	65	340	1,020	468	1,242		District's Site		
5	Industrial	8180 Industrial Parkway, Sacramento, CA 95824	☑	☑	☑	7					Click Here	$1,620,492.00 - Contract Life	9/30/28	
6	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	☐	☑	☑	15	298	888	327	893	Click Here	$1,200,216.00 - Contract Life	6/30/28	
7	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	☐	☑	☑	20	480	1,091	631	1,066	Click Here	$825,676.68 - Contract Life	4/30/28	
8	Marysville	715 C Street, Marysville, CA 95901	☐	☑	☑	5	33	70	39	51	Click Here	$523,968.00 - Contract Life	6/30/28	
9	Norwood	431 Hayes Avenue, Sacramento, CA 95838	☐	☑	☑	2	2	28	7	21	Click Here	$54,000.00 - Contract Life	8/31/25	
10	Oak Park	2520 33rd St, Sacramento, CA 95817	☑	☑	☑	15	42	139	20	84	Click Here	$1,396,368.00 - Contract Life	6/30/28	
11	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	☐	☑	☑	12	179	413	200	409	Click Here	$1,154,082.00 - Contract Life	6/30/28	

CTE PROGRAMS

No	Site Name	Site Address	Students
1	Mixed Institute of Barber & Cosmetology	5950 Florin Rd Unit 103 Sacramento, CA 95823 United States	☑
2	Federico	1515 Sports Drive, Sacramento, CA 95834	☑
3	Unitek (Medical Assistant)	4330 Watt Ave, Sacramento CA	☑
4	Asher College (Career Training)	1215 Howe Ave, Sacramento CA	☑
5	Advance Beauty College	10121 Westminster Ave, Garden Grove CA	☑

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ADMINISTRATION

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Note
1	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse/ Receiving)	☑	☐	15			Click Here		02/29/2028	
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (23X Studio)	☑	☐	4			Click Here		02/29/2028	
3	Capitol Mall	555 Capitol Mall, #550, #725, #735, Sacramento, CA 95814	☑	☐	25			Click Here	$1,696,324.07 - Contract Life	9-30/27	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	☑	☑	6			Click Here		9/30/27	
5	Fair Oaks 2	6110 Fair Oaks Blvd, #A, # C Carmichael, CA 9560i	☑	☐	7			Click Here	$265,665.00 - Contract Life	12/31/26	
6	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	☑	☑	55				District Site		
7	Hillsdale	5655 Hillsdale Blvd, Suite 11 &, 16 Sacramento, CA 95842	☐	☑	30			Click Here	Included in 1, 9 & 11	11/30/27	
8	Howe Avenue	1111 Howe Avenue, #115, #445, #455, #505, #555, #575, #595, #610, #630, & #655, Sacramento, CA 95825	☑	☑	135			Click Here	Included in HCCTS	3/31/27	
9	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse/ Receiving)	☑	☐	TBD			Click Here	$651,420.00 - Contract Life		Opening 10-1-24
10	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101	☑	☐	1			Click Here	$185,454.00 - Contract Life		2/28/26

OTHER LOCATIONS

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Notes
1	Arden	901 Arden Way, Sacramento, CA 95815 **(Warehouse/ Receiving)**	☑	☐	15			Click Here	$1,151,947.26 - Contract Life	02/29/2028	
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 **(23X Studio)**	☑	☐	4			Click Here		02/29/2028	
3	Fair Oaks	2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825 **(CTE Salon)**	☐	☐	3			Click Here	$208,205.80 - Contract Life	09/31/2025	
4	Fair Oaks	2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825 **(23X Studio)**	☐	☐	3			Click Here		08/31/2025	
5	Fair Oaks	2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825 **(Highlands Wellness Center)**	☐	☐	8			Click Here	$508,239.24 - Contract Life	08/31/2026	
6	Hillsdale	5655 Hillsdale Blvd, Suite 18 Sacramento, CA 95842 **(Highlands Wellness Center)**	☐	☐	2			Click Here	Included in 1, 9, & 11		
7	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 **(Warehouse/ Receiving)**	☑	☐	TBD			Click Here	Included in Administration	11/14/28	Opening 10-1-24

Master Sites List for Board Approval

No	Site Name	Site Address	Dublicate Site
		HCCS	
1	24th Street	7720 24th Street, Sacramento, CA 95832	
2	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	
3	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	x
5	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	
6	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	
7	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	
8	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	
9	Folsom 2	9555 Folsom Blvd, Suite E, F, G, I & J, Sacramento, CA 95827	
10	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	
11	Garden Grove 2	14361 Euclid Street, Suite 3C & 3D, Garden Grove, CA 92843	
12	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	
13	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	
14	Hillsdale	5655 Hillsdale Blvd, Suite 1, 9, &, 16 Sacramento, CA 95842	
15	Howe Avenue	1111 Howe Avenue, #550 & #645, Sacramento, CA 95825	
16	Hurley	3205 Hurley Way, Sacramento, CA 95864	
17	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	
18	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	
19	Maple	3301 37th Avenue, Sacramento, CA 95824	
20	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	
21	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	
22	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	
23	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	
24	Oxnard	328 West Third Street, Oxnard, CA 93030	
25	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	
26	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	
27	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	
28	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	
29	Peacekeeper	3237 Peacekeeper way, Building 200 Suite 202 McClellan, CA 95652	

No	Site Name	Site Address	Dublicate Site
		CICA	
1	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	
2	Fair Oaks 2	6110 Fair Oaks Blvd, #B Carmichael, CA 95698	
3	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	
4	Howe Avenue	1111 Howe Avenue Suites #610 and #630 Sacramento, CA 95825	
5	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827	
6	O Street	1326 O Street, Sacramento, CA 95814	
7	Rosemont (Saint John's)		
8	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	
		HCCS & CICA	
1	Auburn	4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841	
2	Auburn 2	7817 Old Auburn Road, Citrus Heights, CA 95610	
3	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	
4	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	
5	Industrial	8180 Industrial Parkway, Sacramento, CA 95824	
6	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	
7	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	
8	Marysville	715 C Street, Marysville, CA 95901	
9	Norwood	431 Hayes Avenue, Sacramento, CA 95838	
10	Oak Park	2520 33rd St, Sacramento, CA 95817	
11	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	

Master Sites List for Board Approval

No	Site Name	Site Address	Dublicate Site
		CTE Programs	
1	Mixed Institute of Barber & Cos	5950 Florin Rd Unit 103 Sacramento, CA 95823 United States	
2	Federico	1515 Sports Drive, Sacramento, CA 95834	
3	Unitek (Medical Assistant)	4330 Watt Ave, Sacramento CA	
4	Asher College (Career Training	1215 Howe Ave, Sacramento CA	
5	Advance Beauty College	10121 Westminster Ave, Garden Grove CA	
		Administration	
1	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse/ Receiving)	x
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (23X Studio)	x
3	Capitol Mall	555 Capitol Mall, #550, #725, #735, Sacramento, CA 95814	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	x
5	Fair Oaks 2	6110 Fair Oaks Blvd, #A, # C Carmichael, CA 9560l	
6	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	
7	Hillsdale	5655 Hillsdale Blvd, Suite 11 &, 16 Sacramento, CA 95842	
8	Howe Avenue	1111 Howe Avenue, #115, #445, #455, #505, #555, #575, #595, #610, #630, & #655, Sacramento, CA 95825	
9	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse/ Receiving)	
10	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101	
		Other	
1	Arden	901 Arden Way, Sacramento, CA 95815 **(Warehouse/ Receiving)**	x
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 **(23X Studio)**	x
3	Fair Oaks	2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825 **(CTE Salon)**	
4	Fair Oaks	2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825 **(23X Studio)**	
5	Fair Oaks	2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825 **(Highlands Wellness Center)**	
6	Hillsdale	5655 Hillsdale Blvd, Suite 18 Sacramento, CA 95842 **(Highlands Wellness Center)**	
7	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 **(Warehouse/ Receiving)**	

Closing Site List for Board Approval

No	Site Name	Site Address	Notes
1	American River	3600 American River Drive #280, Sacramento, CA 95864	Vacant/ Seeking Sublease
2	El Camino	4813 El Camino Avenue, Suite A & C Carmichael, CA 95608	Underutilized
3	Marysville 2	1431 C St, Marysville, CA 95901 (It's Never Too Late Stadium)	Inactive
4	South Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	Inactive

Contributors:

Disa Cameron

Von Allen

Matthew Lemos

Isabel Amezcua

Lee Farrand

Waisuddin Akhondzada

Rich Henning

Data Resource:

Powerschool

Finance

Facilities

Student Onboarding and Records

HCCTS CTE programs

California Building Code (CBC)

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 18, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Material Revision

Dear Ryan DiGiulio,

On October 17, 2024, the HCCTS Board of Directors approved the revised SY 2024-2025 site list. The approved locations have been renamed and reorganized to better demonstrate their location by using the street, avenue, etc. name if possible.

This letter serves as a notice of material revision for both HCCS and CICA for adding the following locations:

Folsom Blvd. | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
Peacekeeper Way | 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*

And closing the locations listed below:

El Camino | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
Fair Oaks 2 | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
Folsom 2 | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
Marysville 2 | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
S. Lake Tahoe | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

The current location count is as follows:

HCCS Locations- 24
CICA Locations – 6

HCCS & CICA Locations – 13
Total Resource Centers – 43

External CTE Locations – 5
Total Instructional Locations – 48

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



BILL MCGUIRE
Executive Director
Highlands Community Charter and Technical Schools

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave. |** 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St. |** 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy. |** 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave. |** 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr. |** 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave. |** 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St. |** 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms |** 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave. |** 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St. |** 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln. |** 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St. |** 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave. |** 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St. |** 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd. |** 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd. |** 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd. |** 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*

4. **O St. |** 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont |** *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle |** 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*
6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

**CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834
3. **Federico |** 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed |** 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek |** 4330 Watt Ave., Sacramento, CA

**CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave. |** 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr. |** 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
3. **Arden Way |** 901 Arden Way, Sacramento, CA 95815 *(Warehouse/Receiving) (Previously Arden)*
4. **Boxwood St. |** 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd. |** 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **El Camino |** 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
2. **Fair Oaks 2 |** 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
3. **Folsom 2 |** 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
4. **Marysville 2 |** 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
5. **S. Lake Tahoe |** 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
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17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(Combining Luce Ave. & Palm St.)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
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3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(Combining Folsom 1 & 2)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*

6. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave.** | 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
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13. **Todhunter Ave.** | 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy.** | 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
   **CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

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2. **Asher** | 1215 Howe Ave., Sacramento, CA 95834
3. **Federico** | 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed** | 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek** | 4330 Watt Ave., Sacramento, CA
   **CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave.** | 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr.** | 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
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5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd.** | 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **Bowling** | 7171 Bowling Drive, Sacramento, CA 95823 *(CICA)*
2. **El Camino** | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
3. **Fair Oaks 2** | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
4. **Folsom 2** | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
5. **Marysville 2** | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
6. **S. Lake Tahoe** | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members
Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary; Sonja Cameron, Corporate Treasurer; Rickey Jones, Mellonie Yang, Mary DeChance, Mike Reid
Executive Director
Bill McGuire

Board Meeting Agenda

Call-in Number: +1 669 900 6833
Meeting ID: 865 7344 7851

DATE & TIME: **Thursday, November 7, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

A. CALL TO ORDER AND ROLL CALL

B. ADOPTION OF THE AGENDA

C. FLAG SALUTE

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

Anyone may address the Board regarding any item within the Board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the Board regarding any item not listed on the agenda. These presentations are limited to 3 minutes, and the allotted time will not exceed (30) thirty minutes.

E. ACTION ITEMS

1. Contract Approval
Request the Board to approve contracts over $100,000. The Executive

Director recommends approval. Updated on November 6, 2024.

2. 2024-25 Salary Schedule
Request the Board to approve the 2024-25 Salary Schedule. The Executive Director recommends approval.

F. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

1. Adoption of Minutes
Copies of the minutes of each regular or special meeting of the Board of Directors shall be distributed to Board members with the agenda for the next regular meeting, or as soon as reasonably possible.

Regular Board Meeting - Oct 17 2024 - Minutes - Html

2. Adoption/Elimination of Job Descriptions
The Executive Director has reviewed and recommended the following job descriptions for approval.

Chief of Staff - Remove

Compliance Officer - Remove

Senior Director of Alumni Relations - Remove

3. Adoption of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

4119.12 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

5145.71 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

4. Removal of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

4119.11 BP Policy Against Sexual Harassment and Discrimination

5. Approval of 2024-25 Leases

Approve the leases for FY 2024-25 over the amount of $250,000.

10013 Folsom Boulevard - Added on November 5, 2024

6. Approval of 2024-25 HCCTS Locations

Approve the site list for SY 2024-25 .

HCCS Locations - 24

CICA Locations - 6

HCCS & CICA Locations - 13

Total Resource Centers - 43

External CTE Locations - 5

Total Instructional Sites - 48

7. CBO Purchasing Approval Level

Add Chief Business Official to the Purchasing Approval Level of Deputy Directors ($50,000-100,000).

8. Conference Approval

Approve attendance at the Charter Schools Development Center's November 18-20, 2024 Conference in Sacramento for 20+ attendees.

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

The first reading of new and revised board policies is a discussion item only. These policies will be brought back at a later meeting for Board action.

0000 Mission Statement

0050 Vision Statement

0100 BP HCCTS Blanket Policy

0250 Student Learning Outcomes (SLOs)

1325 BP Advertising and Sponsorship Policy - added on November 6, 2024

3310 BP Purchasing and Vendor Selection - updated on November 6, 2024

4212.8 BP Anti-Nepotism and Employment of Relatives

7150.5 BP School Site Opening and Closure Policy - added on Nov. 5, 2024

9005 BP Organizational System and Governance Structure

9250 BP HCCTS Board and Officers Reimbursement Policy

9270.1 BP Policy Regarding Board Members Involvement With Other Education Providers

9320 BP Meetings and Notices

9322 BP Setting Board Agenda Items

H. FIRST READING OF REVISED BYLAWS

The Revised Bylaws' first reading is a discussion item only. The Revised Bylaws will be brought back at a later meeting for Board action.

Revised Bylaws - added on November 5, 2024

I. INFORMATION FOR DISCUSSION

1. Fiscal Update
   Director of Fiscal Services Matthew Lemos will provide the Board with a fiscal update. Supporting documents were updated on November 5, 2024.

2. HR Update & HR Academy Update
   Director of HR Jasmine Gibbs will provide the Board with an HR update. Supporting documents were added on November 6, 2024.

3. DASS Update
   Director of Accountability and Assessment Melissa Roberson will provide the Board with a DASS Update.

4. LCAP Expenditure Planning
   Director of Accountability and Assessment Melissa Roberson will update the Board on the LCAP Expenditure Planning.

5. Highlandia Update
   Director of Student Engagement Mike Roessler and Director of Curriculum Carol Zheng will provide the Board with a Highlandia Update.

6. Equity Initiatives Update
   Director of Equity Initiatives Von Allen will provide the Board with an Equity Initiatives Update.

7. Prom Update
   Director of Student Engagement Mike Roessler will provide the Board with a Prom Update. Supporting documents were updated on November 5, 2024.

8. 2024-25 Board Meeting Calendar
   The Board will discuss the 2024-25 Board meeting calendar.

9. Board Member Selection Process
The Board will discuss the Board Member selection process.
Supporting documents were added on November 5, 2024.

10. Board Member Terms
The Board will discuss the proposed Board Member terms.
Supporting documents were updated on November 5, 2024.

J. BOARD COMMENTS

K. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

Anyone may address the Board regarding any item on the agenda prior to the Closed Session. Interested persons must submit a request, which is available in card form, before the commencement of the Board Meeting. These presentations are limited to 3 minutes.

L. CLOSED SESSION

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])

M. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

N. NEXT MEETING : December 5, 2024 at 2:00 pm

O. ADJOURNMENT

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283. If you need a copy of the agenda or any attachments, please contact Natasha Lutsik at (916) 844-2283 or via email at natasha.lutsik@hccts.org.

TR OFFICE BUILDING | BALLPARK DISTRICT OFFICE CONDOMINIUMS FOR SALE

406 9th Ave, Suites 211, 304, 310 | San Diego, CA 92101



Jordan Williams | Lic. No. 01717714
Jordan@stromcommercial.com
(619) 243-1244

Atticus Hickok | Lic. No. 01994259
Atticus@stromcommercial.com
(619) 243-1244

STROM | COMMERCIAL

TR OFFICE BUILDING | BALLPARK DISTRICT OFFICE CONDOMINIUMS FOR SALE

SUITES 211, 304 & 310 OVERVIEW

WATCH A GAME FROM YOUR BALCONY

Suites 310 includes a dedicated balcony with unparalleled views of Petco Park



712 - 1,165 SF OF OFFICE SPACE

Suite 211: ± 1,165 sf

Suite 310: ± 1,068 sf

Suite 304: ± 712 sf


Common Areas - Hallway

Prices

Suite 211: $705,000

Suite 310: $725,000

Suite 304: $395,000

PRIVATE RESTROOMS

Jordan Williams | Lic. No. 01717714
Jordan@stromcommercial.com
(619) 243-1244

Atticus Hickok | Lic. No. 01994259
Atticus@stromcommercial.com
(619) 243-1244

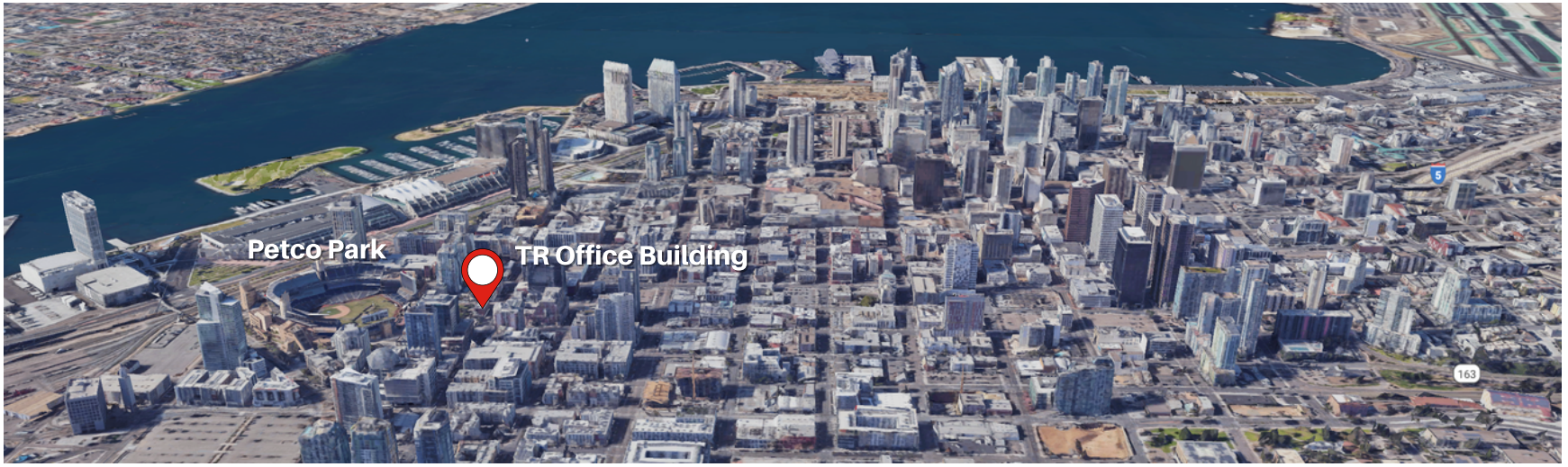
STROM | COMMERCIAL

CICA AR 001058

TR OFFICE BUILDING | BALLPARK DISTRICT OFFICE CONDOMINIUMS FOR SALE







Jordan Williams | Lic. No. 01717714
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(619) 243-1244

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(619) 243-1244

STROM | COMMERCIAL

Exhibit G

Violation of law: Credential Misassignments

From: COEassignment <COEassignment@ctc.ca.gov>
Sent: Monday, December 23, 2024 1:55 PM
To: Layle.Bojanski <Layle.Bojanski@trusd.net>; Steve.Martinez <Steve.Martinez@trusd.net>
Cc: bill.mcguire@hccts.org <bill.mcguire@hccts.org>
Subject: CalSAAS Assignment Monitoring Data for Twin Rivers Unified

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Report Suspicious

Good Afternoon Dr. Steven Martinez and Layle Bojanski,

You are being contacted as you are either the CalSAAS Designee or District Superintendent for Twin Rivers Unified School District. Assignment monitoring in the California Statewide Assignment Accountability System (CalSAAS) uses educator assignment data reported to the California Department of Education (CDE) in CALPADS, and checks for the appropriate credential required to teach the content in a K-12 setting. It is expected that a local educational agency (LEA) and its monitoring authority take necessary steps to ensure educator assignments are reported accurately in CALPADS, and any reporting errors are addressed. The number of exceptions associated to Twin Rivers Unified in CalSAAS determined to be CALPADS reporting errors has increased significantly from the 2022-23 monitoring cycle and the 2023-24 monitoring cycle. *CALPADS Errors* for Twin Rivers Unified in 2022-23: 465, and in 2023-24: 528.

A large number of these *CALPADS Errors* are from one school: Highlands Community Charter. Pursuant to Education Code §44258.9, the entity responsible for monitoring certificated educator assignments for a charter school is the school's chartering authority. As such, Twin Rivers Unified is the monitoring authority for Highlands Community Charter. In reviewing the monitoring outcomes resulting from the 2023-24 school year, it was identified that the number of assignments at Highlands Community Charter determined as CALPADS reporting errors also increased significantly from the prior monitoring cycle. *CALPADS Errors* for Highlands Community Charter in 2022-23: 199, and in 2023-24: 252. CalSAAS users for the school have indicated in the comments of the exceptions that Highlands Community Charter is an adult school, however the California Department of Education has confirmed that the school is on record as a K-12 school. Almost 90% of the exceptions determined as *CALPADS Errors* in 2023-24 had an educator in the assignment that held only an Adult Education Teaching credential, and no other teaching credential that authorizes serving as the Teacher of Record in a K-12 public school. Additionally, most of the educators with assignments determined as *CALPADS Errors* this monitoring cycle were identified with either a *CALPADS Error* or *Misassignment* in the prior cycle. Based on the information provided in the system by CalSAAS users for Highlands Community Charter and Twin Rivers Unified, it appears the reporting errors were identified in past monitoring cycles, yet assignments continued to be reported inaccurately in CALPADS the following year.

While the monitoring authority of an LEA is responsible for identifying misassignments during the monitoring cycle in CalSAAS, pursuant to Education Code §44258.9(e)(5), the Commission on Teacher Credentialing has the authority to make final determinations on monitoring outcomes. Therefore, this email serves as notice that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as *Misassigned* in the final data reported to CDE. The changes are now reflected in the reports available in the system to CalSAAS users.

Please reach out to CDE with questions related to reporting requirements for this school, and ensure accuracy in CALPADS reporting for the 2024-25 Fall 2 census data.

Assignment Monitoring Program
Commission on Teacher Credentialing

Supporting educators and stakeholders in serving California's students by upholding high standards for certification and providing excellent, timely, and accurate customer service.

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****The Commission on Teacher Credentialing (CTC) HAS MOVED!!****

All mail or in-person correspondence shall be sent to the location below:

May Lee State Office Complex
Commission on Teacher Credentialing
651 Bannon Street, Suite 600
Sacramento, CA 95811

The Commission does not accept electronic service. The Commission accepts service by mail or in person. Service must be directed to the address above, by mail or in-person.

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Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

January 17, 2025

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

Re: Highlands Community Charter and Technical Schools CALPADS Reporting Errors 2023-24

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this letter is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

By email correspondence from the Commission on Teacher Credentialing ("CTC") Assignment Monitoring Program dated December 23, 2024, the District was notified that all HCCTS' exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as *Misassigned* in the final data reported to the California Department of Education ("CDE").

The CDE confirmed that HCCTS is on record as a K-12 school, not an adult school as indicated in the comments of the exceptions. Almost 90% of the exceptions determined as *CALPADS Errors* in 2023-24 had an educator in the assignment that held only an Adult Education Teaching credential, and no other teaching credential that authorizes serving as the Teacher of Record in a K-12 public school. The CTC also notes that most of the educators with assignments determined as *CALPADS Errors* this monitoring cycle were identified as either *CALPADS Errors* or *Misassigned* in the prior cycle. This indicates that assignments continue to be reported inaccurately in CALPADS.

As a result, we believe HCCTS should no longer continue staffing courses listed in CALPADS as traditional K-12 with adult education credential holders, and as the Monitoring Authority, the District presents the following options for your consideration to address CALPADS reporting errors and ensure educator assignments are reported correctly in CALPADS:

Option #1: Change the school type to Adult Education and adopt a traditional Adult Education Center program. This recommendation will allow HCCTS to retain many of its adult education teachers as long as they are assigned to courses their credential authorizes them to teach. The Charter would also not be subject to the same monitoring process through CalSAAS.

Option #2: Keep the K-12 Traditional school type and ensure staff are appropriately credentialed for the courses assigned. This recommendation will require HCCTS to staff with fully credentialed teachers as very few of its teachers hold teaching credentials that authorize K-12 public school instruction.

Information Request – Action Needed

Please provide a response indicating which of the above options, or other course of action HCCTS intends to implement and the plan outlining actionable steps and implementation timelines.

Within ten **(10) calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District.

Enclosed:
Email from CTC dated 12/23/24

cc: Twin Rivers Unified District Executive Cabinet
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

February 27, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: HCCTS CALPADS Reporting Errors 2023-24

Dear Ms. Carreon,

On January 17, 2024, HCCTS received a letter from TRUSD regarding CALPADS errors for the 2023-2024 school year, along with two proposed options for our consideration: to change the school type to Adult Education and adopt a traditional Adult Education Center program or keep the K-12 Traditional school type.

HCCTS is categorically unique. While most schools fall under one category of traditional K-12 or Adult Education, HCCTS is definitively both. HCCTS is a K-12 school that serves adult students 22 years old and older. HCCTS will continue serving adult students as outlined in the HCCS and CICA charter petitions which were approved by TRUSD.

As it pertains to teacher credentialing, HCCTS has followed the recommendations of the San Diego County Office of Education (SDCOE) and the California Commission of Teaching Credentialing (CTC).

On October 20, 2023, Nancy Mora at SDCOE sent an email to the former Executive Director of HCCTS, Murdock Smith stating that:

- Single-subject and multiple-subject credentials do not authorize teaching in an adult setting
- Adult education credentials authorize the holder to teach the subjects named on the credential in courses primarily for adults (not authorized to teach K-12)

Ms. Mora provided HCCTS with the California Commission on Teacher Credentialing requirements including the CL-697B which contains an overview of AB 1374 regarding requirements for Adult Education Teaching Credentials. As a result of this communication, HCCTS took the following actions:

- All new HCCTS teachers were required to obtain an Adult Education Teaching Credential
- All current HCCTS teachers with a sigle or multi-subject credential were required to obtain an adult education teaching credential
- HCCTS stopped reimbursing teachers for single-subject teaching credentials

HCCTS is and continues to be in compliance with AB 1374. Currently, the request by TRUSD is in direct contrast with SDCOE and CTC's requirements. If the CTC requirements for teacher credentialing change, HCCTS will comply with any new legislation that we might receive.

Attached you will find the email correspondence and the CL-697B leaflet.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Good afternoon Doc,

It was a pleasure speaking with you today about your adult education credential educators. To clarify authorizations here is a summary:

- single subject and multiple subject credentials: do not authorize teaching in an adult setting
- adult education credentials: authorize the holder to teach the subjects named on the credential in courses primarily for adults (not authorized to teach K-12)

One of the academic subjects that can be verified and listed on an adult education credential, and that most of the HCCTS candidates have, is Elementary and Secondary Basic Skills (ESBS). That subject authorizes the candidate to teach basic K-8 education, arithmetic, reading, GED, citizenship to adults.

Based on the conversation held with your reviewer and educator, it is possible that a confusion/breakdown in language or terminology caused the concern. Mr. Cooc holds a preliminary AE:ESBS (along with Social Science and English) credential so he is authorized to teach math in an adult setting.

I've attached the CTC's CL-697B leaflet, which outlines the requirements and authorizations for an adult education credential, for your reference.

Please do not hesitate to contact me if you have additional questions.

Happy Friday!

Nancy Mora
Harmony Responsibility * Consistency * Discipline * Intellection*
Credentials Technician, Teacher Effectiveness & Preparation - Human Resource Services
San Diego County Office of Education
6401 Linda Vista Road, Room 103
San Diego, CA 92111
Phone: 858.295.8791

State of California
Commission on Teacher Credentialing
1900 Capitol Avenue
Sacramento, CA 95811-4213
Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DESIGNATED SUBJECTS ADULT EDUCATION TEACHING CREDENTIALS

Introduction:

Based on AB 1374, effective January 1, 2011, Designated Subjects Adult Education Teaching Credentials may be issued to individuals who meet the requirements for either the preliminary or clear credential as outlined below. All applications must be submitted for processing through a Commission-approved program sponsor accredited under the adult education program standards approved in November 2010. The option of submitting applications through an employing school district will no longer be available for adult education credential applications with a requested issue date of January 1, 2011 or later. See the Commission website for a list of Commission-approved program sponsors.

Authorization:

The Preliminary or Clear Designated Subjects Adult Education Teaching Credential authorizes the holder to teach the subjects named on the credential in courses organized primarily for adults. In addition, the holder may serve as a substitute in courses organized primarily for adults for not more than 30 days for any one teacher during the school year. Designated Subjects Adult Education Teaching Credentials are issued to individuals who meet the requirements listed below and are recommended by a Commission-approved program sponsor.

Requirements for the Preliminary Credential:

1. Three years of experience and/or education directly related to each subject to be named on the credential. (see Terms and Definitions for information regarding the experience requirement for general subjects or the Appendix section ACADEMIC SUBJECTS THAT MAY BE LISTED ON A CREDENTIAL for information regarding the education requirement for academic subjects)
2. High school diploma requirement by one of the following methods:
   a. High school diploma
   b. Diploma based on passage of the GED Test
   c. Foreign equivalent of a high school diploma
3. Satisfy the basic skills requirement. See Commission program leaflet CL-667, entitled Basic Skills Requirement for additional information. Applicants for the Adult Credential in general subjects (see Appendix) are exempt from the basic skills requirement.
4. Verification, signed by the Commission-approved program sponsor, that the applicant has been apprised of the requirements for both the preliminary and clear credentials, including the requirements of the program of personalized preparation
5. Completed application (form 41-4)

6. Completed Live Scan receipt (41-LS), verifying fingerprints have been taken and fees have been paid, unless fingerprint clearance is already on file at the Commission
7. Application processing fee
8. Recommendation by a Commission-approved program sponsor

Requirements for the Clear Credential:

Individuals must satisfy all of the following requirements:

1. Possess a valid California Preliminary Designated Subjects Adult Education Teaching Credential (three-year or five-year)
2. Commission-approved program of personalized preparation
3. Two years of successful teaching on the basis of the Preliminary Designated Subjects Adult Education Teaching Credential in the subject(s) listed on the credential. This is defined as teaching of a minimum of one course in each of four terms within the three-year period of validity of the preliminary adult education teaching credential
4. U.S. Constitution requirement by one of the following methods:

a. Complete a course (at least two semester units or three quarter units) in the provisions and principles of the U.S. Constitution. Submit a photocopy of the course description for evaluation purposes.

b. Pass an examination in the provisions and principles of the U.S. Constitution given by a regionally-accredited college or university

5. Health education, including, but not limited to, the study of nutrition; the physiological and sociological effects of abuse of alcohol, narcotics, and drugs, and the use of tobacco. This requirement must also include training in cardiopulmonary resuscitation (CPR) that covers infant, child, and adult CPR skills.
6. Computer-based technology, including the uses of technology in educational settings
7. Completed application (form 41-4)
8. Application processing fee
9. Recommendation by a Commission-approved program sponsor

Terms and Definitions

Experience: Per Title 5, Section 80034(n), "experience" as it applies to Designated Subjects Adult Education Teaching Credentials means full-time or part-time experience directly related to the subject to be named on the credential.

Experience may be paid or not paid. No more than one year of experience shall apply toward meeting designated subjects credential requirements during any twelve calendar month period. 1000 clock hours shall be the minimum required for each year of experience. Part-time experience may be cumulated to equate to the required 1000 clock hours of experience.

Verification of experience means written confirmation of the applicant's qualifying experience, signed by the applicant's past or present employer(s) on company letterhead that attests to and/or includes all of the following:

1. Employer's name, address, and telephone number
2. The working relationship of the person signing the verification to the applicant
3. Beginning and ending dates of employment
4. Complete description of duties
5. A statement as to whether or not the employment was full-time (If employment was less than full-time, an accounting of the number of hours the applicant was employed is required.)

If the applicant was self-employed or if the applicant's experience was avocational, verification shall include a statement, signed by the applicant under penalty of perjury, detailing the information described in 1–5 above, and must be further substantiated, in writing, by other person(s) having first-hand knowledge of the applicant's self-employment or avocation, such as the applicant's accountant, major supplier of goods, or major user of goods or services.

Applicants for the Three-Year Preliminary Adult Education Teaching Credential in a general subjects area must have at least one year of actual work experience directly related to the subject to be named on the credential. At least one year of the required work experience must be within the last five years, or two years within the last ten years, immediately preceding the issuance of the preliminary credential.

One year of teaching experience earned while holding a general education teaching credential may be accepted toward the three years of experience required to qualify for the Three-Year Preliminary Adult Education Teaching Credential in a general subjects area. Also, an advanced industry certificate may be accepted for one year of the three years of experience required to qualify for the Three-Year Preliminary Adult Education Teaching Credential in a general subjects area, as determined by a Commission-approved program sponsor.

Completion of forty-eight (48) semester units of postsecondary vocational training related to the industry sector(s) named on the credential may be substituted for a maximum of two of the three years of required work experience. The course work must be verified by official transcript and may be made on a pro rata basis up to the two-year maximum.

Transition from Full-Time/Part-Time Credentials

Holders of Life or Clear Designated Subjects Adult Education Teaching Credentials issued under previous regulations may choose to either maintain their documents or transition to adult education credentials issued under the provisions of AB 1374. Due to significant changes to the program standards and structure, the holder of a Life or Clear Designated Subjects Adult Education Teaching Credential issued under previous regulations may not qualify initially for the Clear Adult Education Teaching Credential under the new program standards and may be required to first obtain the Three-Year Preliminary Adult Education Teaching Credential.

Holders of Five-Year Preliminary (Full-Time or Part-Time) Adult Education Teaching Credentials seeking to reactivate their credential must qualify for an adult education credential issued under the provisions of AB 1374 and should contact a Commission-approved program sponsor for assistance.

Reference:

Title 5, California Code of Regulations, Sections 80034, 80034.5, 80036, 80036.1, 80036.2, 80036.3, 80036.5, 80040.2, 80040.2.5, 80040.2.7, and 80567

Appendix

GENERAL SUBJECTS (NON-ACADEMIC) THAT MAY BE LISTED ON A CREDENTIAL

The program sponsor may only recommend for Designated Subjects Adult Education Teaching Credentials in subjects that fall within the categories below. Requested subjects that do not appear below will be placed within an existing subject area, where appropriate. Additional subjects may be added in time to accommodate new or emerging subjects.

Personal Development: General Subject To Be Named On The Credential

Art – includes the subject areas: Adaptive Art and Crafts (Adults with Disabilities), Arts and Crafts, Creative Arts (Older Adults), Decorative Arts, Interior Design, Performing Arts (Older Adults)

Health and Safety– includes the subject areas: Adaptive Physical Education (Adults with Disabilities), Cardiopulmonary Resuscitation, First Aid, Environmental Safety, Health Education, Health (Older Adults), Health (Adults with Disabilities), Physical Fitness (Older Adults), Nutrition, Physical Fitness/Conditioning, Safety (Older Adults), Safety Education

Family Education– includes the subject areas: Adaptive Computer Technology (Adults with Disabilities), Childbirth Education, Communication Skills, Clothing Construction, Dietetics/Food Management, Food Preparation, Family Management, Home Management, Human Development, Interior Design, Nutrition, Parent Education, Public Affairs, Self-Maintenance (Older Adults), Self-Maintenance (Adults with Disabilities)

Financial Literacy– includes the subject areas: Consumer Education Retirement Planning

Career Technical Education: General Subject To Be Named On The Credential

Agriculture and Natural Resources– includes the subject areas: Agriculture

Arts, Media, and Entertainment– includes the subject areas: Commercial Photography

Building and Construction Trades

Business and Finance– includes the subject areas: Bookkeeping and Accounting, Business Management, Financial Services, Information Processing/Keyboarding, Office Occupations, Small Business Ownership/Management

Education, Child Development, and Family Services– includes the subject areas: American Sign Language, Career Development, Language Interpreter

Energy, Environment, and Utilities

Engineering and Architecture

Fashion and Interior Design

Health Science and Medical Technology– includes the subject areas: Health Occupations, Nursing

Hospitality, Tourism, and Recreation

Information and Communication Technologies– includes the subject areas: Computer Applications, Computer Programming, Computer Systems Operations, Computer Technology

Manufacturing and Product Development– includes the subject areas: Electronics Technology, Industrial Technology, Marine Technology

Marketing, Sales, and Service– includes the subject areas: Marketing, Small Business, Ownership/Management

Public Service– includes the subject areas: Cosmetology, Court Reporting, Law Enforcement Occupations

Transportation- includes the subject areas: Aeronautics

ACADEMIC SUBJECTS THAT MAY BE LISTED ON A CREDENTIAL

The program sponsor may only recommend for Designated Subjects Adult Education Teaching Credentials in the academic subject areas below:

English as a Second Language*

* Credential holder must possess a bachelor's degree or higher completed at a regionally-accredited college or university to include a degree major, certificate, or completion of 20 semester units or 10 upper division semester units in one or any combination of the following:

Teaching English as a Second Language (TESL)

Teaching English to Speakers of Other Languages (TESOL)

Second Language Acquisition

Language other than English

Linguistics

Bilingual/Bicultural studies

Elementary and Secondary Basic Skills-(includes basic education in grades 1–8)†: Arithmetic, Reading, Individualized high school learning lab/G.E.D./contract class settings, Citizenship

† Credential holder must possess a bachelor's degree or higher completed at a regionally-accredited college or university and completion of 20 semester units with at least 3 units in four of the following six areas:

English

Mathematics

Science

Social Sciences

Fine Arts

Language other than English

Languages Other than English (specify)**

English**

Fine Arts**

Life Science, including General Science**

Mathematics**

Physical Science, incl. General Science**

Social Sciences**

** Credential holder in these areas must possess have a bachelor's or higher degree completed at a regionally-accredited college or university and completion of 20 semester units or 10 upper division semester units in the subject to be taught.

From: Gina.Carreon
To: COEassignment@ctc.ca.gov
Cc: Sharilyn.Warta; Layle.Bojanski
Subject: CalSAAS Assignment Monitoring Data for Twin Rivers Unified
Date: Thursday, March 6, 2025 8:17:50 AM
Attachments: 2025.02.27 HCCTS [redacted] Response Letter.pdf
image001.png
image002.png
image003.png
image004.png
image005.png

Good morning,

On December 23, 2024 the District received an email from COEassignment@ctc.ca.gov regarding "CalSAAS Assignment Monitoring Data for Twin Rivers Unified" specifically relating to Highlands Community Charter and Technical Schools (HCCTS). This email essentially notified us that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as Misassigned in the final data reported to the California Department of Education.

To follow-up with the CTC's December 23 email, we contacted HCCTS informing them that we are requiring them to address these errors. HCCTS is disputing the information provided in the your December 23 email. In their response, HCCTS sent us the enclosed letter and supporting documentation. It includes an email which HCCTS says was from Nancy Mora, Credentials Technician from San Diego County Office of Education. Ms. Mora provided guidance and included the CL-697B which contains an overview of AB 1374 regarding requirements for Adult Education Teaching Credentials.

Given the conflicting information provided to the District from HCCTS and Ms. Mora's interpretation of AB 1374, we are emailing to see if the CTC has any different guidance than originally provided on December 2023. We defer to the CTC as the authority to make the final determination on monitoring outcomes. This email is simply to confirm that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will still be reflected as misassignments.

Sincerely,

Gina Carreón
Gina Carreón, J.D.
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Phone: (916) 566-1600 ext.32114
Direct: (916) 566-1631
gina.carreon@trusd.net

TwinRivers
UNIFIED SCHOOL DISTRICT

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From: COEassignment
To: Gina.Carreon
Cc: Sharilyn.Warta; Layle.Bojanski
Subject: RE: CalSAAS Assignment Monitoring Data for Twin Rivers Unified
Date: Tuesday, March 11, 2025 8:01:14 AM
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image005.png
image006.png

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Good Morning Gina Carreón,

The credential required for a certificated educator assignment is dependent on the setting, subject area, and student population. Credentials issued by the Commission are designed for specific settings, for example general education, career technical education or vocational, special education, child development, adult education, etc.

- A currently issued **Single Subject** teaching credential authorizes the holder to teach the subject listed on their document in departmentalized classes in grades 12 and below, including preschool, and in classes organized primarily for adults.
- A currently issued **Multiple Subject** teaching credential authorizes the holder to teach all subjects in a self-contained class in grades 12 and below, including preschool, and in classes organized primarily for adults.
- A currently issued **Designated Subjects Adult Education** teaching credential authorizes the holder to teach the subject area listed on the document in classes organized for adults. This credential does not authorize the holder to teach general education K-12 classes.

The email from San Diego County Office of Education states that "single subject and multiple subject credentials: do not authorize teaching in an adult setting". However, that is not accurate. While the credential was not designed *only* for providing instruction in an adult setting like the Designated Subjects Adult Education teaching credential, both the Multiple Subject and Single Subject teaching credentials authorize teaching in classes for adults in the respective classroom settings as provided above. This is clarified on the Adult Education webpage on the Commission's public website.

Additionally, the email provides that the holder of a preliminary Adult Education teaching credential with Elementary and Secondary Basic Skills (ESBS) authorization is authorized to teach Math in an adult setting. However, this document authorizes the holder to teach elementary/remedial level arithmetic and reading (content designed for grades 1-8), individual high school learning lab/GED/contract class settings, and citizenship, in an adult class. It does not authorize teaching specific subject area courses, such as a higher level math class. This information can be found on the Adult Education FAQs webpage on the Commission's public website.

Both Highlands Community Charter and California Innovative Career Academy have been reporting to the California Department of Education (CDE) that the schools are traditional, K-12 schools, serving students in grades K-12. Therefore, the monitoring of certificated educator assignments reported in CALPADS for these two schools have been assessed in accordance with the requirements for all other K-12 public schools. An Adult Education teaching credential does not authorize the holder to be the teacher of record in a general education K-12 assignment, as was reported in CALPADS. The finalized assignment data submitted to CDE reflects that all assignments reported by the LEA and Twin Rivers Unified as "CALPADS Error" are instead reflected as misassignments in the final data.

Thank you,

Assignment Monitoring Program
Commission on Teacher Credentialing

Supporting educators and stakeholders in serving California's students by upholding high standards for certification and providing excellent, timely, and accurate customer service.

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From: Gina.Carreon <Gina.Carreon@trusd.net>
Sent: Thursday, March 6, 2025 8:18 AM
To: COEassignment <COEassignment@ctc.ca.gov>
Cc: Sharilyn.Warta <Sharilyn.Warta@trusd.net>; Layle.Bojanski <Layle.Bojanski@trusd.net>
Subject: CalSAAS Assignment Monitoring Data for Twin Rivers Unified

You don't often get email from gina.carreon@trusd.net. Learn why this is important

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Sincerely,

Gina Carreón
Gina Carreón, J.D.
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Phone: (916) 566-1600 ext.32114
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gina.carreon@trusd.net

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 17, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/ Request for Information - Teacher Credentialing, Misassignments, Budget Reporting, and Academic Concerns TRUSD Requests regarding HCCTS' Response Dated October 24, 2024

Dear Ms. Carreon,

On February 28, 2025, HCCTS sent a letter to TRUSD to reaffirm our unique role as a K-12-funded and adult-serving institution. In our response, we provided supporting evidence that HCCTS continues to follow the teacher credentialing guidelines established by the San Diego County Office of Education (SDCOE) and the California Commission on Teacher Credentialing (CTC).

In the correspondence from Ms. Nancy Mora at SDCOE, it was clarified that HCCTS teachers must have adult education credentials. Single-subject credentials do not authorize teachers at HCCTS to teach adult students in a K-12 school. HCCTS requires all teachers to obtain the appropriate adult education teaching credentials as recommended by SDCOE and CTC.

HCCTS complies with AB 1374, and any future changes in the law-related credentialing will be met with full collaboration.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Board of Trustees

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Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 24, 2025

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

Re: CALPADS Reporting Errors 2023-24
TRUSD Reply to February 27, 2025 Response

As the authorizing entity for the Highlands Community Charter School ("HCCS") and the California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with the approved Charters, the Memorandum of Understanding between the District and HCCTS regarding each Charter School's operations and oversight, and compliance with laws applicable to charter schools.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this letter is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

By email correspondence from the Commission on Teacher Credentialing ("CTC") Assignment Monitoring Program dated December 23, 2024, the District was notified that all HCCTS' exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle would be reflected as *Misassigned* in the final data reported to the California Department of Education ("CDE"). On January 17, 2025 the District sent a notice to HCCTS outlining two options for your consideration to address CALPADS reporting errors and ensure educator assignments are reported correctly in CALPADS.

During a meeting between HCCTS and the District on February 27, 2025, HCCTS provided an 8-page response to the District's January 17 letter. Included in HCCTS' February 27 response was an email from Nancy Mora, Credential Technician, San Diego County Office of Education ("SDCOE") in which Ms. Mora stated that "single subject and multiple subject credentials: do not authorize teaching in an adult setting". The District has followed-up with the CTC and requested clarification surrounding HCCTS' credential reporting and the guidance HCCTS received from the SDCOE. Enclosed with this letter is CTC's response dated March 11, 2025, which specifically states that Ms. Mora's statement was not accurate.

While the District respects Ms. Mora's interpretation as a representative of the SDCOE, we defer to the CTC as the authority to make the final determination on credential monitoring outcomes.

On March 17, 2025 the District received a similar communication from HCCTS restating the information which was previously communicated regarding Ms. Mora from SDCOE.

As outlined in CTC's communication, HCCTS is out of compliance for both HCCS and CICA because the schools are on record with the California Department of Education ("CDE") as a traditional, K-12 school, which does not authorize an adult education teaching credential to be the teacher of record in a general education K-12 assignment. If a plan to address the compliance errors is not put into place, it may negatively impact HCCS' and CICA's standing with the District, potentially resulting in the need to take more elevated actions by the District which may include issuance of a Notice of Violation. Based on guidance we have received from the CTC, the District reiterates that we believe HCCTS should no longer continue staffing courses listed in CALPADS as traditional K-12 with adult education credential holders. As the Monitoring Authority, we request that you consider one of the options outlined below to address the CALPADS reporting errors and ensure educator assignments are reported correctly in CALPADS:

Option #1: Change the school type to Adult Education and adopt a traditional Adult Education Center program. This recommendation will allow HCCTS to retain many of its adult education teachers as long as they are assigned to courses their credential authorizes them to teach. The Charter School would also not be subject to the same monitoring process through CalSAAS.

Option #2: Keep the K-12 Traditional school type and ensure teaching staff are appropriately credentialed for the courses assigned. Options to correct a misassignment include: removing the educator from the assignment and replacing with an individual who is legally authorized, or have the educator apply for a document that authorizes the assignment, or legally authorize them via a Local Assignment Option, if applicable. This recommendation will require HCCTS to staff with fully credentialed teachers as very few of its teachers hold teaching credentials that authorize K-12 public school instruction.

Alternatively, HCCTS needs to provide the District with legal verification from CTC confirming that HCCTS' may continue staffing courses listed in CALPADS as traditional K-12 with adult education credential holders.

Information Request – Action Needed

- Provide a response indicating which of the above options, or other course of action HCCTS intends to implement and HCCTS' plan outlining actionable steps and implementation timelines.

Within ten (**10) calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above.

Sincerely,



Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District.

Enclosed:

Email from the CTC dated December 23, 2024
District Letter Dated January 17, 2025
HCCTS Reply Dated February 27, 2025
Email from the CTC dated March 11, 2025

cc: Twin Rivers Unified District Executive Cabinet
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 24, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: CALPADS Reporting Errors 2023-24 TRUSD Reply to February 27, 2025 Response

Dear Ms. Carreon,

On March 24, 2025, HCCTS received a follow-up letter from TRUSD regarding CALPADS reporting errors and the two proposed options for our school type to be selected: change the school type to Adult Education, keep the adult education credentials, and receive adult education funding or keep the traditional K-12 school type, change the credential type to single subject or multi-subject teaching credentials for all teachers, and continue to receive K-12 funding.

HCCTS is a K-12 adult-serving charter school. HCCTS leadership is actively working on the process for our teachers to obtain single-subject or multiple-subject credentials. We are also hiring new teachers who currently hold the appropriate credentials required for K-12 adult-serving schools.

On April 3, 2025, HCCTS presented to the Board of Directors the academic calendar for the 2025-2026 school year. In the proposed calendar, the school will not be in session in July, allowing HCCTS teachers to initiate this process as soon as possible before the start of the 2025-2026 academic year.

HCCTS teachers are currently submitting their official transcripts to the credentialing team at HCCTS for review and evaluation. All teachers are required to submit transcripts by April 11, 2025. HCCTS will utilize the May professional development days on May 5-6, 2025, to make progress on teacher credentialing requirements for a K-12 Adult-serving charter school.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Commission on Teacher Credentialing

651 Bannon St., Suite 601 Sacramento, CA 95811 www.ctc.ca.gov
Certification Division

DATE: March 10, 2025

TO: Dr. Steven Martinez
Superintendent, Twin Rivers Unified School District

SUBJECT: Certificated Educator Assignment Expectations

Employers have a legal obligation to appropriately assign educators in certificated positions. Pursuant to Education Code §44830, "*The governing board of a school district shall employ for positions requiring certification qualifications, only persons who possess the qualifications for those positions prescribed by law.*" Education Code §47605 provides that teachers in charter schools must hold the Commission-issued document required for the teacher's certificated assignment, and the documents must be maintained on file at the charter school as they are subject to periodic inspection by the school's chartering authority. Education Code §44258.9 provides that assignments at a charter school are monitored by the school's chartering authority. Therefore, Twin Rivers Unified School District is the entity responsible for monitoring certificated educator assignments at Highlands Community Charter, California Innovative Career Academy, and nine other charter schools. Twin Rivers Unified School District's statutory responsibilities related to certificated educator assignments, include:

- Annually monitor educator assignments in the California Statewide Assignment Accountability System (CalSAAS)
- Year-round assignment review to assure any misassignments are corrected within 30 calendar days of identification
- Provide assistance and training to charter schools to ensure employees have appropriate credentials for their certificated positions
- Address complaints related to certificated educator misassignments

The California Department of Education (CDE) website confirms that Highlands Community Charter and California Innovative Career Academy are on record as K-12 public schools. A general education course in a K-12 school requires the educator to hold a Single Subject teaching credential, or comparable document, with an authorization that aligns with the content area. A K-12 assignment in which the educator teaches all or most subjects to the same group of students requires a Multiple Subject teaching credential. A Designated Subjects Adult Education teaching credential issued by the Commission does *not* authorize providing instruction in a K-12 setting, rather it authorizes the holder to provide instruction in the subject area on the credential in courses limited to adult education programs.

Data resulting from assignment monitoring within CalSAAS for the 2023-24 school year have identified misassigned educators at charter schools under Twin Rivers' authority, who do not hold a teaching credential legally authorizing them to provide instruction in the program in

which they were reported. Twin Rivers Unified School District must address these identified misassignments by ensuring that the educator is not serving in the same assignment for the 2024-25 school year. Options to correct a misassignment include: removing the educator from the assignment and replacing with an individual who is legally authorized, or have the educator apply for a document that authorizes the assignment, or legally authorize them via a Local Assignment Option, if applicable. Twin Rivers may contact the credential analyst at Sacramento County Office of Education for guidance related to appropriately assigning educators.

Erin Skubal, Director
Certification Division

TRUSD Letter 03102025

Final Audit Report 2025-03-11

Created:	2025-03-11
By:	Ann Harris (AHarris@ctc.ca.gov)
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Transaction ID:	CBJCHBCAABAAq4fcCgNE3A7I-agixpyErvZQW3Lg9GXf

"TRUSD Letter 03102025" History

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Document e-signed by Erin Skubal (eskubal@ctc.ca.gov)
Signature Date: 2025-03-11 - 4:00:12 PM GMT - Time Source: server

Agreement completed.
2025-03-11 - 4:00:12 PM GMT

Adobe Acrobat Sign

Exhibit H

Violation of Law: WIOA Exclusive Partnership Agreement

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 28, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: NOC/RFI - CTE Truck Driving Program
TRUSD Additional Requests for Information re HCCTS' 12/20/24 Response

Dear Ms. Carreon,

On February 3, 2025, HCCTS received a notice of concern/request for information from TRUSD regarding the CTE Truck Driving Program.

On December 16, 2024, the HCCTS HR Department, in collaboration with Pat Keller, a private investigator contracted by HCCTS, began investigating the HCCTS Truck Driving Program. As part of this investigation, Jasmine Gibbs, the Director of HR, together with Mr. Keller conducted interviews with HCCTS truck driving employees, former HCCTS students, employees from Local 185 Union, the Sacramento Police Department, and others.

On March 27, 2025, HCCTS completed the investigation and prepared the following letter in response.

If you would like to discuss the report in greater detail or have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

1. **CTE Truck Driving for Non-Students**

Work Calendars
Attached you will find Mr. Ivaniuk's employment contracts, which show time and days worked for the 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 school years.

Class Schedules
Attached you will find the HCCTS bell schedules for the 2018-2019, 2019-20, 2020-21, 2021-22, and 2022-23 school years. The bell schedules utilized in the 2014-17 school years were the same ones utilized for the following two years, 2017-18 and 2018-19.

Non-Student Schedules
During the first two meetings with Sergey Ivanyuk, Truck Driving Program Coordinator, he stated that the non-students would attend class on weekends and they would stop by during the week to take tests. After further investigation, it was discovered that non-students attended the truck driving classes any time during the day. In the interview with Sergeant Nicholas Fox of the Sacramento Police Department held on February 5, 2025, he stated that: "At some point, they were told they could only come in the mornings between 6:00 AM and 8:00 AM". Mr. Fox was unaware of any officers attending the HCCTS Truck Driving Program on the weekends. Due to the number of inconsistencies in interviews and documentation, we are unable to verify the schedules of non-students.

Sergey Ivanyuk is the person responsible for managing the program and creating and keeping all of the administrative records. During the investigation, he provided many documents that were inaccurate, including data discrepancies that cannot be verified.

In response to the following requests:

> A summary of the instances where non-students "stopped by throughout the week" for tests. As part of this summary, include information about whether non-students ever scheduled the visits in advance, how they knew when Mr. Ivaniuk would be available, whether HCCTS students were ever present during these visits, and whether the visits ever took place within Mr. Ivaniuk's HCCTS work hours. **HCCTS does not have this information.**
>
> *Outline the support Mr. Ivaniuk provided to non-students to assist them in*

acquiring their license (i.e., 15 hours of "behind-the-wheel" training, study materials for road and/or written tests, instruction to prepare for the road and written tests, etc). **HCCTS does not have this information.**

Outline the process Mr. Ivaniuk followed when administering tests and include the approximate duration for these assessments. This outline should include information about assessments for pre-trip, general knowledge, drive/road, brake, and skills tests as described in the comments section of the student lesson documents provided by HCCTS. **HCCTS does not have this information.**

2. Data Discrepancies Between Students and Non-Students

On January 14, 2025, HCCTS Leadership submitted a written directive to Sergey Ivanyuk, the Truck Driving Program Coordinator, to stop serving non-students in the Truck Driving Program. While HCCTS reported the discontinuation of serving non-students effective January 6, 2025, it wasn't until January 14, 2025, that HCCTS stopped the participation of all non-students in all its programs and is only serving enrolled HCCTS students, to the best of my knowledge.

3. Partnerships and Scholarships

HCCTS alumni enrolled in the truck driving program through the Doc Smith Legacy Foundation Scholarship Program (DSLF). To start the process, alumni would submit an application to the foundation, and it would be reviewed by Mike Reid (former HCCTS Chief Operations Officer), current President of the Doc Smith Legacy Foundation and HCCTS Board member, as well as Murdock Smith (former HCCTS Executive Director). If the scholarship application was approved by Mike Reid and Doc Smith, then the DSLF agreed to cover the tuition expenses for the student. Two HCCTS alumni students were granted scholarships to attend the Truck Driving program. According to a statement by Mike Reid via email on March 13, 2025, a transfer of $3800 was made from DSLF to HCCTS for these alumni students. During an interview with Lee Farrand, Director of CTE, she stated: "To my knowledge, no money has ever been exchanged for those students."

According to our financial records and Matthew Lemos, HCCTS Chief Business Official, one fiscal exchange occurred between the DSLF and HCCTS, and it was not related to scholarships.

Partnerships and Local Union 185

On February 25, 2025, in a phone interview with Doyle Radford Jr, the Business Manager at Local 185 Union, the following work was provided to

HCCTS by Local 185 in the 2019-2020 school year:

- Pre-apprentice work, including parking lot slurry and stripping
- The Northern California Construction Training (NCCT) provided demolition work
- Over the last few years, Local 185 purchased some delineators and about $800 in tools that they donated to the HCCTS Truck Driving Program

The union then stopped providing labor to HCCTS over liability concerns in the event someone may be injured.

Please note the distinction between Doyle Radford Senior and Doyle Radford Junior. Doyle Radford Sr was a former HCCTS board member from May 8, 2014 to July 13, 2023. Doyle Radford Jr is a business manager at Local 185 and Doyle Radford Senior's son.

Partnerships and Sacramento Police Department and Sacramento County Sheriff's Office

During the investigation process, Sergey Ivanuyk, the Truck Driving Program Coordinator, stated that no fiscal exchanges occurred between HCCTS and the Police Department or the Sacramento Sheriff's Office. On February 5, 2025, in the phone interview with Sergeant Nicholas Fox from the Sacramento Police Department (SPD), Mr. Fox confirmed that nobody from the SPD paid any money to HCCTS or any HCCTS employees for the driving instructions. The following Sacramento Police Officers attended the training:

- Nicholas Fox
- Andrew Ryan
- Brock O'Shaunessy
- Tyler Curtis
- Fredrick Osmond
- Steve Colombo (Discontinued on January 10, 2025)
- Amber Hickey
- Alexis Grove: He was attending the program when the directive to stop was given

Following the review of canceled DMV checks, the investigator was able to locate a $98.00 check that had been used by Amber Hickey, a Sacramento Police Department officer, in April 2024 for her Commercial Licence Permit. A review of the DOT medical payment records showed that in July 2022, HCCTS paid for a Sacramento Sheriff's deputy's DOT medical and urine test (in the amount of $167. Sergey Ivaniuk, Truck Driving Program Coordinator, admitted he would have been the one that issued the DMV check to her and then stated: " I don't know what happened, but we never covered them."

Ivanyuk continued to say he never gave checks to law enforcement and then said, “I don’t recall why I did it. But yes. That’s me. I did it.”

The investigation into the truck driving program will conclude with disciplinary action. HCCTS has had a new MOU to be provided to the sheriff’s office and police department as other government agencies to provide services in which liability and compensation issues are resolved.

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2014.2015	Track A - Schedule A - EL Full Day	PR1	255	08:10:00	12:25:00
2014.2015	Track A - Schedule A - EL Full Day	PR3	255	12:45:00	17:00:00
2014.2015	Track A - Schedule B - EL Morning	PR1	255	08:10:00	12:25:00
2014.2015	Track A - Schedule C - EL Afternoon	PR3	255	12:45:00	17:00:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR1	120	08:10:00	10:10:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR2	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR3	120	13:00:00	15:00:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR4	120	15:00:00	17:00:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	120	13:00:00	15:00:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	120	08:10:00	10:10:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR2	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR3	120	13:00:00	15:00:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR4	120	15:00:00	17:00:00
2014.2015	Track C - Schedule D - High Level Stride	PR4	120	15:00:00	17:00:00
2014.2015	Track C - Schedule D - High Level Stride	PR5	240	17:00:00	21:00:00
2014.2015	Track D & E - Bilingual Secondary	PR1	120	08:10:00	10:10:00
2014.2015	Track D & E - Bilingual Secondary	PR1	120	13:00:00	15:00:00
2014.2015	Track D & E - Bilingual Secondary	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule A	PR1	125	08:10:00	10:15:00
2015.2016	Track A, B, C, D & E - Schedule A	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule A	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule B	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule B	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule B	PR4	125	15:05:00	17:10:00
2015.2016	Track A, B, C, D & E - Schedule C	PR1	260	08:10:00	12:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2015.2016	Track A, B, C, D & E - Schedule C	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule D	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule D	PR3	250	13:00:00	17:10:00
2015.2016	Track A, B, C, D & E - Schedule E	PR1	260	08:10:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule E	PR3	180	13:00:00	16:00:00
2015.2016	Track A, B, C, D & E - Schedule F	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule F	PR3	100	13:00:00	14:40:00
2015.2016	Track A, B, C, D & E - Schedule F	PR4	180	15:00:00	18:00:00
2015.2016	Track A, B, C, D & E - Schedule G	PR1	220	08:10:00	11:50:00
2015.2016	Track A, B, C, D & E - Schedule G	PR3	180	13:00:00	16:00:00
2015.2016	Track A, B, C, D & E - Schedule H	PR1	245	08:25:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule H	PR3	130	13:00:00	15:10:00
2015.2016	Track A, B, C, D & E - Schedule I	PR1	240	08:00:00	12:00:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2015.2016	Track A, B, C, D & E - Schedule I	PR3	140	12:15:00	14:35:00
2015.2016	Track E - Schedule J	PR1	245	08:25:00	12:30:00
2015.2016	Track E - Schedule K	PR3	245	13:00:00	17:05:00
2015.2016	Track E - Schedule L	PR5	225	17:15:00	21:00:00
2015.2016	Track E - Schedule M	PR1	240	08:00:00	12:00:00
2015.2016	Track E - Schedule N	PR5	225	17:00:00	20:45:00
2015.2016	Track E - Schedule O	PR3	225	16:00:00	19:45:00
2015.2016	Track E - Schedule P	PR1	235	08:20:00	12:15:00
2015.2016	Track E - Schedule Q	PR3	250	12:50:00	17:00:00
2015.2016	Track E - Schedule R	PR3	225	13:00:00	16:45:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR1	125	08:10:00	10:15:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR2	130	10:20:00	12:30:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR2	130	10:20:00	12:30:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR4	125	15:05:00	17:10:00
2016.2017	Schedule C - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule C - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule D - Track A, B, C, D, & E	PR1	260	08:10:00	12:30:00
2016.2017	Schedule D - Track A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule E - Track A, B, C, D, & E	PR1	210	08:30:00	12:00:00
2016.2017	Schedule E - Track A, B, C, D, & E	PR3	165	12:45:00	15:30:00
2016.2017	Schedule F - Track A, B, C, D, & E	PR1	180	09:00:00	12:00:00
2016.2017	Schedule F - Track A, B, C, D, & E	PR3	195	12:30:00	15:45:00
2016.2017	Schedule G - Track A, B, C, D, & E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule G - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00
2016.2017	Schedule H - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule H - Track A, B, C, D, & E	PR3	150	12:30:00	15:00:00
2016.2017	Schedule I - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule I - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00
2016.2017	Schedule J - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule J - Track A, B, C, D, & E	PR5	150	17:00:00	19:30:00
2016.2017	Schedule K - Track A, B, C, & E (T-F)	PR1	300	09:30:00	14:30:00
2016.2017	Schedule K - Track A, B, C, & E (T-F)	PR4	120	14:30:00	16:30:00
2016.2017	Schedule L - Track A & E (Blended Learning)	PR4	60	16:10:00	17:10:00
2016.2017	Schedule L - Track A & E (Blended Learning)	PR5	240	17:10:00	21:10:00
2016.2017	Schedule M - Track E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule N - Track E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule N - Track E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule O - Track E	PR1	240	08:00:00	12:00:00
2016.2017	Schedule P - Track E	PR5	225	17:30:00	21:15:00
2016.2017	Schedule Q - Track E	PR1	225	08:15:00	12:00:00
2016.2017	Schedule R - Track E	PR5	225	16:00:00	19:45:00
2016.2017	Schedule S - Track E	PR5	225	17:00:00	20:45:00
2016.2017	Schedule T - Track E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule U - Track E	PR3	225	13:00:00	16:45:00
2016.2017	Schedule V - Track E	PR3	225	12:45:00	16:30:00
2016.2017	Schedule W - Track E	PR3	240	12:30:00	16:30:00
2016.2017	Schedule X - Track E	PR3	245	13:00:00	17:05:00
2016.2017	Schedule Y - Track E	PR1	225	07:45:00	11:30:00
2016.2017	Schedule Z - Track E	PR3	225	12:00:00	15:45:00
2016.2017	Schedule AA - Track E	PR1	240	09:00:00	13:00:00
2016.2017	Schedule AB - Track E	PR5	240	16:30:00	20:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule AC - Track E	PR1	225	07:30:00	11:15:00
2016.2017	Schedule AD - Track E	PR3	240	11:45:00	15:45:00
2016.2017	Schedule AE - Track E	PR5	225	17:15:00	21:00:00

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

High School Completion (AM):

Regular Day Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 p.m.
Lunch	11:55 p.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.
Period 5	2:00 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:00 a.m.
Period 2	9:05 a.m. - 10:05 a.m.
Period 3	10:10 a.m. - 11:10 p.m.
Lunch	11:10 p.m. - 11:55 p.m.
Period 4	11:55 p.m. - 12:55 p.m.
Period 5	1:00 p.m. - 2:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

English Language Development:

Regular Day Schedule

AM Classes	8:25 a.m. - 12:25 p.m.
Lunch	12:25 p.m. - 1:00 p.m.
AFT Classes	1:00 p.m. - 5:00 p.m.
PM Classes	5:00 p.m. - 9:00 p.m.

Thursday Early Dismissal Schedule

AM Classes	8:25 a.m. - 11:40 a.m.
Lunch	11:40 a.m. -12:15 p.m.
AFT Classes	12:15 p.m. - 3:40 p.m.
PM Classes	5:35 p.m. - 9:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

High School Completion (PM):

Regular Day Schedule

Period 1	5:00 p.m. - 6:10 p.m.
Period 2	6:15 p.m. - 7:25 p.m.
Break	7:25 p.m. - 7:35 p.m.
Period 3	7:35 p.m. - 8:45 p.m.
Period 4	8:50 p.m. - 10:00 p.m.

Thursday Early Dismissal Schedule

Period 1	5:35 p.m. - 6:35 p.m.
Period 2	6:40 p.m. - 7:40 p.m.
Break	7:40 p.m. - 7:50 p.m.
Period 3	7:50 p.m. - 8:50 p.m.
Period 4	8:55 p.m. - 10:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2020-2021

High School Completion (AM):

Regular Day Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 p.m.
Lunch	11:55 p.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.
Period 5	2:00 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:00 a.m.
Period 2	9:05 a.m. - 10:05 a.m.
Period 3	10:10 a.m. - 11:10 p.m.
Lunch	11:10 p.m. - 11:55 p.m.
Period 4	11:55 p.m. - 12:55 p.m.
Period 5	1:00 p.m. - 2:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2020-21

English Language Development:

Regular Day Schedule

AM Classes	8:25 a.m. - 12:25 p.m.
Lunch	12:25 p.m. - 1:00 p.m.
AFT Classes	1:00 p.m. - 5:00 p.m.
PM Classes	5:00 p.m. - 9:00 p.m.

Thursday Early Dismissal Schedule

AM Classes	8:25 a.m. - 11:40 a.m.
Lunch	11:40 a.m. -12:15 p.m.
AFT Classes	12:15 p.m. - 3:40 p.m.
PM Classes	5:35 p.m. - 9:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2021-22

AM Regular Day Schedule

Period 1	8:00 a.m. - 9:35 a.m.
Period 2	9:40 a.m. - 11:15 a.m.
Period 3	11:20 a.m. - 12:55 p.m.
Lunch	12:55 p.m. - 1:40 p.m.
Period 4	1:40 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 a.m.
Lunch	11:55 a.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.

PM Schedule

Period 1	4:30 p.m. - 6:15 p.m.
Period 2	6:15 p.m. - 8:00 p.m.
Break	8:00 p.m. - 8:10 p.m.
Period 3	8:10 p.m. - 10:05 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Alternate Schedules

Period 1	3:00 p.m. - 4:45 p.m.
Period 2	4:45 p.m. - 6:30 p.m.
Break	6:30 p.m. - 6:40 p.m.
Period 3	6:40 p.m. - 8:35 p.m.

Period 1	3:30 p.m. - 5:15 p.m.
Period 2	5:15 p.m. - 7:00 p.m.
Break	7:00 p.m. - 7:10 p.m.
Period 3	7:10 p.m. - 9:05 p.m.

Period 1	4:00 p.m. - 5:45 p.m.
Period 2	5:45 p.m. - 5:30 p.m.
Break	5:30 p.m. - 7:40 p.m.
Period 3	7:40 p.m. - 9:35 p.m.

HIGHLANDS COMMUNITY CHARTER SCHOOL

Bell Schedule: 2022-23

AM Regular Day Schedule

Period 1	8:30 a.m. - 10:43 a.m.
Period 2	10:47 a.m. - 1:00 p.m.
Lunch	1:00 p.m. - 1:30 p.m.
Period 3	1:30 p.m. - 3:43 p.m.

Thursday AM Early Dismissal Schedule

Period 1	8:30 a.m. - 10:10 a.m.
Period 2	10:15 a.m. - 11:55 a.m.
Lunch	11:55 a.m. - 12:25 p.m.
Period 3	12:25 p.m. - 2:05 p.m.

AFT Regular Day Schedule

Period 3	12:00 p.m. - 2:13 p.m.
Period 4	2:17 p.m. - 4:30 p.m.
Lunch	4:30 p.m. - 5:00 p.m.
Period 5	5:00 p.m. - 7:13 p.m.

(**AFT Schedule Follows Either AM Early Dismissal or PM Schedule B on Thursdays)

HIGHLANDS COMMUNITY CHARTER SCHOOL

PM Schedule A

Period 5	3:00 p.m. - 5:25 p.m.
Break	5:25 p.m. - 5:35 p.m.
Period 6	5:35 p.m. - 8:00 p.m.

(**PM Schedule A Follows PM Schedule B on Thursdays)

PM Schedule B

Period 5	4:30 p.m. - 6:55 p.m.
Break	6:55 p.m. - 7:05 p.m.
Period 6	7:05 p.m. - 9:30 p.m.

PM Schedule C

Period 5	5:00 p.m. - 7:25 p.m.
Break	7:25 p.m. - 7:35 p.m.
Period 6	7:35 p.m. - 10:00 p.m.

Highlands Community Charter School

2018-2019 School Calendar

July 2018						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Color Code: **First/Last Day of School** **Teacher Work Day/Non Student Day** **Holidays/No School** **No School**

Important Dates and School Holidays

July 9th	First Day of School (Track A and D)	Dec 24th-Jan 4th	Winter Break
Aug 9th – 10th	Teacher Work Day/No School	Feb 15th & 19th	Teacher Days
Aug 13th	First Day of Track B	Feb 18th	President's Day
Sept 3rd	Labor Day	Apr 15th-19th	Spring Break
Sept 10th	First Day of Track C	May 6th – 8th	Teacher Work Days
Nov 12th	Veteran's Day	May 27th	Memorial Day
Nov19-23	Thanksgiving Break	June 28th	Last Day of School
Dec 14th	Teacher Work Day		

Grading Periods

July 9th – Sept 7th / Sept 10th – Nov 16th / Nov 26th – Feb 8th / Feb 11th – Apr 12th

Highlands Community Charter School

2019-2020 School Calendar

July 2019						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2019						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

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

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

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

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

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

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

Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School**

Important Dates and School Holidays

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

Grading Periods

July 8th - Sept 7th / Sept 10th - Nov 15th / Nov 18th - Feb 7th / Feb 10th - Apr 17th / Apr 20th - June 30th

Revised 11-21-18

Highlands Community Charter School

2020-2021 Academic School Calendar

July 2020

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

August 2020

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

September 2020

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

October 2020

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

November 2020

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

December 2020

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

January 2021

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

February 2021

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

March 2021

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

April 2021

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

May 2021

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

June 2021

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

Color Code: First/Last Day of School | Teacher Work Day/No School | Holidays/No School | No School | End of Term

Important Dates and School Holidays

July 1st – July 3rd	Summer Break	Jan 18th	MLK Day
July 6th	First Day of School	Feb 15th	Presidents' Day
Aug 5th-7th	Staff Development Days	Feb 16th	Staff Development Day
Sept 7th	Labor Day	Mar 29th-Apr 2nd	Spring Break
Nov 11th	Veterans' Day	May 3rd-5th	Staff Development Days
Nov 23rd-27th	Thanksgiving Break	May 31st	Memorial Day
Dec 18th	Staff Development Day	June 25th	Last Day of School
Dec 21st - Jan 1st	Winter Break		

Grading Periods

July 6th – October 23rd / October 26th – February 26th / March 1st – June 18th

Revised 11-20-19

Highlands Community Charter & Technical Schools

2021-2022 Academic School Calendar

210 Work Calendar

July 2021

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

August 2021

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

September 2021

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

October 2021

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

November 2021

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

December 2021

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

January 2022

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

February 2022

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

March 2022

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

April 2022

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

May 2022

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

June 2022

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

Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School** **End of Term**

Important Dates and School Holidays

July 1st – 9th	Summer Break	Dec 20th – Dec 31st	Winter Break
Aug 12th – 13th	Staff Development Days	Jan 17th	MLK Day
Sept 6th	Labor Day	Feb 21st	Presidents Day
Nov 11th	Veterans Day	Apr 11th – 15th	Spring Break
Nov 22nd – 26th	Thanksgiving Break	May 9th – 11th	Staff Development Days
Dec 17th	Staff Development Day	May 30th	Memorial Day

Grading Periods

July 12th – October 22nd / October 25th – February 25th / February 28th – June 17th

Highlands Community Charter & Technical Schools

2022-2023 Academic School Calendar

209 Work Calendar

July 2022						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
Su	M	Tu	W	Th	F	S
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September 2022						
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October 2022						
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November 2022						
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December 2022						
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January 2023						
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February 2023						
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March 2023						
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April 2023						
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May 2023						
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June 2023						
Su	M	Tu	W	Th	F	S
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Color Code: First/Last Day of School | Teacher Work Day/No School | Holidays/No School | No School

Important Dates and School Holidays

July 4th - 8th	Summer Break
Aug 11th - 12th	Staff Development Days
Sept 5th	Labor Day
Nov 11th	Veterans Day
Nov 21st - 25th	Thanksgiving Break
Dec 26th - Jan 6th	Winter Break
Jan 16th	Martin Luther King Jr. Day
Feb 20th	Presidents Day
Apr 17th - 21st	Spring Break
May 8th - 10th	Staff Development Days
May 29th	Memorial Day
June 19th	Juneteenth

Certificated Paid 198 Work Days
Classified Paid 198 Work Days and 11 Holidays

Highland Community Charter School **Adopted:**

Job Description: CTE TEACHER - HEAVY-DUTY TRUCK, BUS, OSHA FORKLIFT

BASIC FUNCTION

Under direction of the Principal and Coordinator of Career and Technical Education, the Teacher will instruct and provide related services to adult students attending the HCCS Heavy-Duty Truck Driving, Bus and OSHA Forklift program.

MAJOR DUTIES AND RESPONSIBILITIES (may include, but not limited to the following)

- Provides learning experiences in the correct operation of heavy-duty trucks, buses, and forklifts utilizing the course of study adopted by the Board of Directors.
- In keeping with HCCS and State of California guidelines, conducts hands-on training with large and small groups and individual adult learners.
- Adapts training methods to the needs of adult learners with diverse cultural backgrounds and varying intellectual abilities and attitudes.
- Develops and uses a variety of instructional materials suitable for verbal, visual, and hands-on instruction of adult learners with a wide range of mental, physical, and emotional maturities.
- Establishes and maintains standards of student behavior needed to achieve effective participation in all activities.
- Evaluates achievement of students and keeps appropriate records.
- Identifies students' needs and cooperates with other professional staff members in assessing and helping students solve health, attitude and learning problems.
- Maintains professional competence through participation in in-service education activities provided by the district and/or self-selected professional growth activities.
- Prepares materials for classroom use.
- May select and requisition books, instructional materials and supplies.
- Enters attendance in a timely manner and maintains other accounting records and business services as required.
- Attends staff meetings and participates in faculty committees as needed.
- Participates in curriculum and other development of CTE programs within the school and or outside sources.
- Performs other related duties as required.

QUALIFICATIONS

Ability to:

(Consideration will be given to reasonable accommodation for the following physical requirements):

- Sufficient vision to read printed materials.
- Sufficient hearing to conduct in person and telephone conversations.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone, and when addressing large and small groups.
- Skill in working with adult learners.
- Sufficient mobility to move about the school from one site to another.
- Ability to maintain open communication and encourage questions and problem solving.
- Ability to establish and maintain cooperative working relationships.

Highland Community Charter School

Adopted:

EXPERIENCE & EDUCATION

Current Class “A” and Class B driver’s license
Three years of driving experience as a Class “A” Driver

CREDENTIAL

Teachers must have an appropriate California teaching credential to teach primarily adults the designated trade, technical, or vocational subject assigned to them, which may include, but is not limited to, an appropriate Career Technical Education credential, Adult Career Technical Education credential, Vocational credential, or Adult Vocational credential. Per California Education Code Section 47605(l), as a noncore, non-college preparatory instructor, flexibility may be given regarding credentialing.

WORKING CONDITIONS

Environment:

The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. This position will include office and school environments.

Physical Abilities:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee must be able to;

- Ability to perform the various physical tasks included in the instructional program;
- Hearing and vision, with correction, within normal range;
- Sufficient stamina to remain active and energetic throughout the training day;
- Ability to lift/carry/move equipment and furniture up to 50 lbs. in weight;
- Freedom from any disability that would limit or impair performance of the teaching duties and responsibilities required of this position.

Hazards:

None identified.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES
Accrediting Commission for Schools

MEMORANDUM

TO: **Sergey Ivanyuk** **Via: Mail, hand delivery**

CTE Teacher

FROM: **Murdock Smith**
Executive Director

DATE: **May 8, 2019**

SUBJECT: Notification of Reasonable Assurance – Certificated Employee

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in the next school year 2019-20 after the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

Karen Hall – Human Resources Analyst

HIGHLANDS
COMMUNITY CHARTER SCHOOL
MAY 20 2019
HUMAN RESOURCES
RECEIVED

Employee Signature Acknowledging Receipt

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & Sergey Ivanyuk

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("District"). The Board desires to hire employees who will assist HCCS in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of HCCS, and the employee signing below expressly recognizes that he/she is being employed by HCCS and not the District.

3. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. HCCS shall be deemed the exclusive public school employer of the employees at HCCS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of CTE CTC Teacher at Highlands. The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**: 2018 - 19 School Year

The minimum on-site obligations for this position shall generally be Monday through Friday, 8 hours a day 230 calendar, row D. Step 11. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The annual compensation for this position shall be $78,052, to be paid twice monthly, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by HCCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by HCCS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with HCCS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and HCCS's Employee Handbook, which HCCS may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6.14.18

HCCS Approval:

Date: 6/28/2018 P.P. Veronica Young, Murdock Smith

Murdock Smith, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

TO: **Sergey Ivanyuk**
CTE Teacher

Via: Hand delivery

FROM: **Murdock Smith**
Executive Director

DATE: **May 7, 2018**

SUBJECT: **Notification of Reasonable Assurance -- Certificated Employee**

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in 2018-19 the next school year. After the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

School Representative Signature

Employee Signature Acknowledging Receipt

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [CTE Teacher]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of [$55,682.0] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

update 1/26/2017

Employee Signature: _____ Date: 12.6.16

Address: 8102 Prairie Mills ct, Antelope, CA, 95843

Telephone: 916 996-4210

HCCS Approval:

Dated: 12-7-16

[MURDOCK SMITH, EXECUTIVE DIRECTOR]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & Sergey Ivanyuk

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("District"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter, as well as assisting HCCS in implementing its purposes, policies, and procedures. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. .

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of HCCS, and the employee signing below expressly recognizes that he/she is being employed by HCCS and not the District.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [CTE Teacher]. The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. The Employee understands that in light of the HCCS's size and limitations on availability of funds and personnel, HCCS must be flexible and administration may at times make assignments that are in addition to those

expressly described in this Agreement and the job specification. Accordingly, the Employee's duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The work schedule for 2017-2018, this positon shall be full-time Monday- Friday 8:00 am to 4:30 pm, 230 works schedule step 1 row B starting on July 10, 2017 and ending June 29, 2018. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The Employee will receive a gross base salary of $55,684.00 per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Performance Evaulation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and

modified by HCCS. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she presents no risk factors for tuberculosis, or if risk factors were identified, the Employee was found to be free from active tuberculosis. Both clearances must be in place prior to the first day of service.

10. **Confidentiality**

The Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. The Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

11. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall

not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

12. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

Nothing in any manual of handbook (including the HCCS Employee Handbook), HCCS policy, whether written or oral, or practice of HCCS, shall provide Employee with any right or benefit which in any way limits, HCCS rights and authority as set out in this section. To the extent that a conflict is claimed to exist, this section controls.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of

the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6/22/17

Address: 8102 Prairie Hills ct, Antelope, CA, 95843

Telephone: 916-996-4210

HCCS Approval:

Dated: 7/7/17

_____
Murdock Smith, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

To: Sergey Ivanyuk — Via: Hand Delivery

From: Murdock Smith, Executive Director
Highlands Community Charter School

Please Sign and Return By
May 26,2017
To Veronica King.

Date: May 15, 2017

Subject: **Notice of Reasonable Assurance**

Highlands Community Charter School (Highlands) hereby notifies you that you have reasonable assurance of returning to work in the 2017-2018 school year as a CTE Instructor. Your return date will depend on your teaching calendar. During the regular recess periods for your position, there will be no need for your services, unless you are notified in writing.

As a reminder, all positions are employed on an at-will basis with Highlands unless otherwise expressly stated by agreement. As such, employment may be terminated at any time, with or without cause or advance notice by the employee or Highlands. As you are employed in an at-will position, receipt of this notice shall not alter or impair in any way the at-will nature of your employment with Highlands.

Nevertheless, Highlands is required by the Unemployment Insurance Code to inform you that you may file an unemployment insurance claim. If you choose to file a claim, your entitlement to benefits will be determined by the Employment Development Department and not by Highlands.

If you are not offered an opportunity to perform services in the next academic term, you may be entitled to unemployment insurance benefits, retroactive to the date you filed an initial claim, subject to the following conditions: 1) you are otherwise eligible for benefits; 2) you filed a claim for each week benefits are claimed; and 3) if a claim for retroactive benefits is made within thirty (30) days after the start of the next academic year.

Please feel free to contact me should you have any questions.

Murdock Smith, Executive Director
Highlands Community Charter School

Employee Signature

This form needs to be returned to this office by June 1, 2017 or we will assume you are not planning to return to Highlands for the 2017 – 18 school year.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [Para Educator]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of [$55,682.0] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 12.6.16

Address: 8102 Prairie Mills ct, Antelope, CA, 95843

Telephone: 916 996-4210

HCCS Approval:

Dated: 12-7-16

[MURDOCK SMITH, EXECUTIVE DIRECTOR]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [TEACHER]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of $[55,682.00] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Sujey I Date: 8/23/2016

Address: 8102 Prairie Hills ct, Antelope,CA,95843

Telephone: 916-996-4210

Dated: 8/11/16

[NAME, TITLE]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

SCANNED
JUN 04 2016

HIGHLANDS COMMUNITY CHARTER SCHOOL
1333 GRAND AVENUE, BUILDING B
PO BOX 38924
SACRAMENTO, CA 95838
(916) 844-2283

MEMORANDUM

TO: **Sergey Ivanyuk**
Classified Staff

Via: Hand Delivery or Certified Mail

FROM: **Murdock Smith**
Executive Director

DATE: **May 13, 2016**

SUBJECT: Notification of Reasonable Assurance

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in the next school year, which begins on July 01, 2016, after the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

We are required by the Unemployment Insurance (UI) Code to inform you that you may file a UI claim. If you choose to file a claim, your entitlement to benefits will be determined by the Employment Development Department (EDD) and not by the school or its unemployment claims administrator. If after the summer recess period, you are not offered an opportunity to perform services in the next academic year/term, you may be entitled to UI benefits retroactive to the date you filed an initial claim, if you file a claim for retroactive benefits within 30 days after the start of the next academic year/term, if you filed a claim for each week benefits are claimed, and if you are otherwise eligible.

Murdock Smith, Executive Director
Highlands Community Charter School

Employee Signature

CLASSIFIED FIXED TERM EMPLOYMENT AGREEMENT

Between

HIGHLANDS COMMUNITY CHARTER SCHOOL

And

Sergey Ivanyuk

Hire Date: August 4, 2014

Status: Regular

This EMPLOYMENT AGREEMENT is entered into this 10th day of June 2015, by and between the Board of Directors of Highlands Community Charter School (hereinafter referred to as the "HCCTS"), and Sergey Ivanyuk (hereinafter referred to as the "EMPLOYEE"). HCCTS and EMPLOYEE are collectively referred to as the "parties."

HCCTS desires to employ EMPLOYEE as an Instructional Para – CTE (Truck Driving) at HCCTS under the following terms and conditions:

1. **RECITALS:**

   a. HCCTS has been established and operates pursuant to The Charter Schools Act of 1992, Education Code section 47600, et seq. HCCTS was approved by the Governing Board of the Paradise Unified School District in July 2005. A copy of HCCTS's charter is available for review.

   b. HCCTS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCTS and not TRUSD. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Directors of HCCTS.

   c. Pursuant to Education Code section 47610, HCCTS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCTS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

   d. HCCTS desires to hire EMPLOYEE to assist HCCTS in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2015 and shall end on June 30, 2016.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Instructional Para – CTE (Truck Driving)

A copy of the job specification for the position of Instructional Para – CTE (Truck Driving) is available from the School Secretary. These duties may be amended from time to time in the sole discretion of HCCTS.

b. (X) Full-time – 200 Days – Monday through Friday, 8:20 a.m. until 4:50 p.m./As assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of HCCTS's size and limitations on availability of funds and personnel, HCCTS must be flexible and HCCTS may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification.

4. **COMPENSATION AND BENEFITS:**

a. **Wages:** Compensation shall be $23.68 per hour less statutory and other authorized deductions.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of HCCTS in the same classification, workday, and work year. Benefit levels may change without notice during the contract term as determined by the Board of Directors of HCCTS.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of HCCTS and the Board of Directors of HCCTS. Said laws, rules and regulations may change from time to time without notice to the EMPLOYEE and are hereby made a part of the terms and conditions of this contract as though herein set forth.

6. **EVALUATION:**

The Principal or designee of HCCTS shall evaluate and assess in writing the

performance of the EMPLOYEE as specified in HCCTS personnel policies. A failure to evaluate the EMPLOYEE shall not prevent HCCTS from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for cause, of the HCCTS Board of Directors and the EMPLOYEE upon written AGREEMENT.

b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Directors of HCCTS, at any time for cause. "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification. HCCTS shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of HCCTS to review the recommendation for discipline or termination. The conference with the Board of Directors of HCCTS shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. **Early Termination Without Cause:** The Board of Directors of HCCTS may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination and the remainder of his/her salary for the term of this AGREEMENT or the equivalent in salary representative of a period of one (1) calendar month(s) following the effective date of termination, whichever is less.

d. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of HCCTS, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, HCCTS may terminate this AGREEMENT.

8. **NONRENEWAL OF CONTRACT:**

The Board of Directors of HCCTS may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of HCCTS Principal, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCTS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;

b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or

c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.

c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Directors of HCCTS and the employee.

d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.

e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with HCCTS on the terms specified herein.

2. All information I have provided to HCCTS related to my employment is true and accurate.

3. A copy of the job specification and the school charter are available from the School Secretary.

4. This is the entire AGREEMENT between HCCTS and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: _____ Date: 6.1.15

Address: 5102 Prairie Hills ct, Antelope, CA, 95843

Telephone: (916) 996-4216 Social Security Number: 618-28-9814

CHARTER SCHOOL APPROVAL:

Dated: 6/18/15

_____
Kirk Williams, Principal

_____
Mike Brunelle, Board President

This Employment AGREEMENT is subject to ratification and approval by the Board of Directors of HCCTS.

CLASSIFIED FIXED TERM EMPLOYMENT AGREEMENT

Between

HIGHLANDS COMMUNITY CHARTER SCHOOL

And

Sergey Ivanyuk

Hire Date: August 11, 2014 Status: Probationary

This EMPLOYMENT AGREEMENT is entered into this eleventh day of August 2014, by and between the Board of Directors of Highlands Community Charter School (hereinafter referred to as the "HCCS"), and Sergey Ivanyuk (hereinafter referred to as the "EMPLOYEE"). HCCS and EMPLOYEE are collectively referred to as the "parties."

HCCS desires to employ EMPLOYEE as an Instructional Paraeducator at HCCS under the following terms and conditions:

1. **RECITALS:**

a. HCCS has been established and operates pursuant to Charter Schools Act of 1992, Education Code section 47600, et seq. HCCS was approved by the Governing Board of the Paradise Unified School District in July 2005. A copy of HCCS's charter is available for review.

b. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Directors of HCCS.

c. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

d. HCCS desires to hire EMPLOYEE to assist HCCS in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on August 11, 2014 and shall end on June 1, 2015.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Instructional Paraeducator – CTE (Truck Driving)

A copy of the job specification for the position of Instructional Paraeducator is available from the School Secretary. These duties may be amended from time to time in the sole discretion of HCCS.

b. (X) Full-time – 200 Day

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of HCCS's size and limitations on availability of funds and personnel, HCCS must be flexible and HCCS may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification.

4. **COMPENSATION AND BENEFITS:**

a. **Wages:** Compensation shall be $23.68 hour less statutory and other authorized deductions.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year. Benefit levels may change without notice during the contract term as determined by the Board of Directors of HCCS.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of HCCS and the Board of Directors of HCCS. Said laws, rules and regulations may change from time to time without notice to the EMPLOYEE and are hereby made a part of the terms and conditions of this contract as though herein set forth.

6. **EVALUATION:**

The Principal or designee of HCCS shall evaluate and assess in writing the performance of the EMPLOYEE as specified in HCCS personnel policies. A failure to evaluate the EMPLOYEE shall not prevent HCCS from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for cause, of the HCCS Board of Directors and the EMPLOYEE upon written AGREEMENT.

b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Directors of HCCS, at any time for cause. "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification. HCCS shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of HCCS to review the recommendation for discipline or termination. The conference with the Board of Directors of HCCS shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. **Early Termination Without Cause:** The Board of Directors of HCCS may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination and the remainder of his/her salary for the term of this AGREEMENT or the equivalent in salary representative of a period of one (1) calendar month(s) following the effective date of termination, whichever is less.

d. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of HCCS, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, HCCS may terminate this AGREEMENT.

e. **Probationary Period:** Highlands Community Charter School and the employee agree to a 1-year probationary period beginning on the first date of hire.

1. As a new employee, you shall be on probation for a period of 1 year commencing on your first day of work. Your conversion to "permanent status" shall be primarily conditioned and dependent upon your satisfactory service and performance of the work assigned to you and is within the exclusive discretion of the Board of Directors and its designees to determine whether or not such service is satisfactorily performed and on your having passed probation.
2. HCCS likewise reserves the rights to terminate your probationary employment even prior to the expiration of your probation period, for any of the just and authorized causes provided by existing law or for having failed to satisfactorily meet and comply with the standards associated with dependability, trustworthiness, efficiency, initiative, attitude towards work/the public/the company, its officers and co-employees, cooperation, student/vendor response, judgment, punctuality, quality/quantity of work, educability, articulateness or professionalism.
3. The employee is required to comply with all the existing rules, regulations and policies of HCCS as well as those which may hereafter be issued, including but not limited to those governing order and discipline, honesty, safety and security, work assignments, and standard operating procedures, use of HCCS properties and access to matters of confidentiality, and such other rules deemed necessary in the conduct of business.
4. The employee will be provided with a written evaluation of job performance upon completion of the probationary period.

8. NONRENEWAL OF CONTRACT:

The Board of Directors of HCCS may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of HCCS Principal, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;

b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or

c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.

c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Directors of HCCS and the employee.

d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.

e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job specification and the school charter are available from the School Secretary.

4. This is the entire AGREEMENT between HCCS and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: _____ Date: 9.4.14

Address: 8102 Prairie Hills Ct

Telephone: 916-996-4210 Social Security Number: 618-28-9814

CHARTER SCHOOL APPROVAL:

Dated: 9/4/14

_____
Kirk Williams, Principal

_____
Mike Brunelle, Board President

This Employment AGREEMENT is subject to ratification and approval by the Board of Directors of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between Highlands Community Charter School (HCCS) and **Sergey Ivanyuk**

PURPOSE: The purpose of this M.O.U. is to enable HCCS and **Sergey Ivanyuk** to provide instructional leadership and serve as a support for teachers and paraeducators, in order that they may assist in the building of positive, productive school environments, under the guidance of the Director of Instruction and Professional Learning and the Director of Curriculum and Program Development. Lead teachers are professionals who have demonstrated excellent teaching and leadership skills. They draw upon their teaching experience to serve as expert resources, mentors, or counselors for teachers and paraeducators and provide input and assistance in the forming of a student-centered learning environment that meets and exceeds the State Core Curriculum Content Standards, following the approved curricula and directives of the school.

AUTHORITY: This M.O.U. is entered into by and between the parties in exercise of the authority set forth in the **Lead Teacher Job Classification and Description.**

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for the full period of the **2021-2022 academic year.**

NON-DISCRIMINATION:

As applicable, both **Sergey Ivanyuk** and HCCS agree not to discriminate in the selection, acceptance, or treatment of any student or representative of either party pursuant to this M.O.U. because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or other requirements of this M.O.U.

SCOPE OF SERVICES:

A. HCCS shall **pay a $2500 stipend bi-annually as an additional duty extension to a teacher's basic job description, provided in their original Employment Agreement. This compensation is in addition to the teacher's basic salary as outlined in their Employment Agreement**.

B. The **Lead Teacher, Sergey Ivanyuk,** shall provide the following services to Highlands Community Charter School:

1. Promote high standards and expectations for all students and staff for academic performance and responsibility for behavior. Assist with various academic projects, measurable outcomes, and compliance reporting for the purposes of promoting the overall objectives of the school.
2. Assist in the development and implementation of standards based curriculum by:
    a. Assist in the curriculum norming of new teachers as directed by the Academic Program Coordinators.
    b. Assist the Academic Program Coordinators with content and departmentally aligned planning and development of standards-based teaching materials to deliver curriculum both virtually and in the classroom.
    c. Develop and lead curriculum development activities and teams.
    d. Collaborate with other Lead Teachers to develop relevant cross-curricular materials.
3. Assist in the development and implementation of staff professional development by:
    a. Assist in the orientation of new teachers as directed by the Academic Program Coordinators.
    b. Assist the Academic Program Coordinators with content and departmentally aligned planning and development of standards-based instruction, plans and strategies to deliver instruction both virtually and in the classroom.
    c. Develop and lead professional development activities and teams.
    d. Collaborate with other Lead Teachers to develop relevant cross-curricular professional development.
    e. Organize and coordinate opportunities for peer observations.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

FINANCIAL OBLIGATIONS:

Under the terms of this agreement, HCCS agrees to pay Sergey Ivanyuk a $2500 bi-annual stipend, totaling $5000 for the entire academic year, to be paid in December and in July:

ENTIRE AGREEMENT:

This M.O.U. represents the entire and integrated agreement between HCCS and **Sergey Ivanyuk,** and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter of this M.O.U. This M.O.U. may not be modified, changed, supplemented or terminated, nor may any obligations under this M.O.U. be waived or amended, except by written instrument signed by the duly authorized representatives of HCCS.

SEVERABILITY:

Should any term or provision of this M.O.U. be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this M.O.U. shall be valid and enforced as written to the full extent permitted by law.

CALIFORNIA LAW:

This M.O.U. shall be constructed in accordance with and governed by the laws and decisions of the County of Sacramento and the State of California.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, HCCS and **Sergey Ivanyuk** have executed this M.O.U. as of the date first above written.

HIGHLANDS COMMUNITY CHARTER SCHOOL

Executive Director

Murdock Smith
Printed Name

Executive Director
Title

06/03/21
Date

Lead Teacher

Sergey Ivanyuk
Printed Name

CTE Teacher
Title

6.9.21
Date

Director of Curriculum and Program Development

Niccole Scroggins
Printed Name

Director of Curriculum & Prog. Dev.
Title

06/03/21
Date

Director of Instruction and Professional Learning

Katrina Tupper
Printed Name

Director of Inst. + Pro. Learn.
Title

06/03/21
Date

HIGHLANDS
COMMUNITY CHARTER SCHOOL

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("TRUSD"). The Board desires to hire employees who will assist HCCS in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and which has been duly approved by TRUSD, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from TRUSD, which granted the charter. TRUSD shall not be liable for any debts and obligations of HCCS and the employee signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD.

3. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

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4. HCCS shall be deemed the exclusive public school employer of the employees at HCCS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of **CTE Teacher.** The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time at the sole discretion of HCCS.

2. **Work Schedule**

The minimum on-site obligations for the 2019-2020 school year shall be **1 FTE, on a 210 Calendar, Full Time, Monday through Friday, 8:00 a.m. to 5:00 p.m.** Additionally, the employee shall work a Summer Session, with an **additional 20 days of service, Full Time, Monday through Friday, 8:00 a.m. to 5:00 p.m.** While the Employee shall be available on-site during this time period, the duties of this **exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The annual compensation for this position shall be **$71,265** on a **210 teacher salary schedule, Column D, Step 11,** to be paid twice monthly, subject to all regular withholdings. During Summer Session, the Employee shall be paid at a daily rate of **$339.36**. Total annual compensation, including Summer Session shall be **$78,052,** subject to all regular withholdings.

The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs

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and plans established by HCCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by HCCS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with HCCS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Professional Development**

The Employee shall attend all mandatory professional development meetings and staff meetings unless an emergency situation prevents attendance. Failure to do so may result in disciplinary action up to and including termination.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and HCCS's Employee Handbook, which HCCS may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim

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of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than

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the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

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2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6/21/19

HCCS Approval:

Date: 06/21/19

Karen Hall, Human Resources Analyst

This Employment Agreement is subject to ratification and approval by the Governing Board of Highlands Community Charter School

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Job Classification:	Certificated
Position Title:	CTE Teacher
Work Calendar:	209 Days
Exempt/Non-Exempt Designation:	Exempt or Non-Exempt
Funding Source:	General Fund
Pay Type:	Salary or Hourly
Pay Schedule:	$70,429 - $103,221 (7 Steps)
Pay Method:	Semi-Monthly

Summary of the Position:
Under direction of the Director of Workforce Solutions, or their appointed designee, the CTE Teacher will instruct in one or more core academic or work based subject areas and provide related services to students. Candidates must have a strong desire to work with students to help them achieve their academic, personal, and professional goals. Position requires standards-based lesson plans and curriculum planning with a team; participation in site, and professional development meetings; developing and implementing lessons; keeping accurate records and grades; and, attendance at some after-school meetings/events.

Essential Duties and Responsibilities:

- Compile, administer, and grade examinations, or assign this work to others
- Evaluate and grade students' class work, assignments, and papers
- Maintain timely student attendance records, grades, and other required records
- Initiate, facilitate, and moderate classroom discussions
- Plan, evaluate, and revise curricula, course content, and course materials and methods of instruction
- Prepare course materials such as syllabi, homework assignments, and handouts
- Keep abreast of developments in the career field by reading current literature, talking with colleagues, and participating in professional development and conferences.
- Perform community outreach to gain stakeholder feedback and promote the teacher's class and school, ensuring that the teacher to student ratio remains at industry standard
- Advise and assist students
- Participate in campus and community events
- Collaborate with colleagues to address teaching and research issues
- Advise students on academic progress
- Serve on academic or administrative committees that deal with institutional policies, departmental matters, and academic issues
- Act as advisers to student organizations
- Participate in and attend regular professional development
- Participate in student recruitment, registration, and placement activities
- Adapt training methods to the needs of learners with diverse cultural backgrounds

and varying intellectual abilities and attitudes

- Develop and use a variety of instructional materials suitable for verbal, visual, and hands-on instruction of all learners
- Establish and maintain standards of student behavior needed to achieve effective participation in all activities
- Identifies students' needs and cooperates with other professional staff members in assessing and helping students solve health, attitude and learning problems
- Perform community outreach to gain stakeholder feedback and promote the teacher's class and school, ensuring that the teacher to student ratio remains at industry standard
- Maintains professional competence through participation in in-service education activities provided HCCS and/or self-selected professional growth activities
- Perform additional job duties as it relates to student success and the overall objectives of the program as assigned

Education and Training:

- Any combination of education and/or experience working in Adult Education related activities or an education setting is preferred; previous industry experience is desirable.

Experience/Minimum Qualifications:

- High school diploma
- three years of work experience directly related to the industry sector, defined as 1,000 hours
- Possess or qualify for a Career Technical Education (CTE) teaching credential, or Adult Education Elementary and Secondary Basic Skills teaching credential, or a Multiple Subject credential, or any Single Subject credential
- The ability to communicate with a diverse group of people on a daily basis
- Possession of a valid California driver's license

Physical Requirements:

- Mobility: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk; occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to twenty (25) pounds
- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision
- Dexterity: frequent repetitive motion; frequent writing and typing; frequent grasping, holding and reaching; frequent operation of office equipment, computers and clerical supplies
- Hearing/Talking: frequent hearing and talking in person and on the phone
- Emotional/Psychological: frequent public and/or coworker contact; ability to remain calm in emergency situations; occasionally works alone
- Driving: ability to use fine and gross motor coordination for driving

Typical Working Conditions:

- Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather
- Potential exposure to noise, moisture, dust, vibrations, heat and cold
- Designated positions may require travel to and from off-site locations throughout the school

All job descriptions are meant as a guideline. Actual job duties can be revised with or without written notification and are subject to change.

Please attach appropriate salary schedule and work calendar to this job description. All three documents should be given to employee at the time of notice of employment with a copy of training schedule and the current adopted Employee Handbook.

Board Approved Date:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Job Classification:	Certificated
Position Title:	Truck Driving Coordinator
Work Calendar:	250 Days
Exempt/Non-Exempt Designation:	Exempt
Pay Type:	Salary
Pay Schedule:	$103,712 - $138,984 (7 Steps)
Pay Method:	Semi-Monthly

Summary of the Position:

The Highlands Community Charter and Technical Schools Truck Driving Coordinator provides instruction, training, and resources to staff and students participating in the Truck Driving Career Technical Education program. Reports directly to the Director of Workforce Solutions.

Essential Duties and Responsibilities:

- Oversight over all Truck Driving Programs in the school at various sites including training of career technical education candidates seeking their Class A licensing
- Plan and develop new Truck Driving programs as needed
- Participate in compliance reviews and the development of standards, goals, and objectives for Truck Driving
- Make recommendations for changes and improvements; implement approved changes and monitor work activities to ensure compliance within established guidelines
- Teaches demonstration lessons with teachers taking over class instruction after the demonstration. Acts as an effective model/leader of the ongoing program.
- Provides training to teachers in up to date compliance and record keeping to meet curriculum goals.
- Maintains current knowledge of certification and instructional practices that relate to truck driving.
- Coordinate major repairs as needed, keep track of maintenance completed
- Lead and participate in student outreach for designated career technical education programs
- Performs additional duties as assigned as it relates to the overall objectives of the position.

Education and Training:

- Hold a valid California teaching credential in industrial arts and three years of classroom teaching experience required
- Experience above the minimum three years may be substituted for education.
- 2 years prior leadership or supervisory experience is preferred.

Experience/Minimum Qualifications:

- Ability to communicate with and lead a diverse community
- Ability to coordinate curriculum in accordance with school-wide articulation that engages teachers, administrators, and partners to articulate students to post-secondary and workforce opportunities
- The position requires knowledge of planning, organization, and coordination of articulated curriculum and programs or related experience
- Possession of a valid California Class A driver's license Require
- Bilingual Preferred

Physical Requirements:

- Mobility: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk; occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to twenty (25) pounds
- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision
- Dexterity: frequent repetitive motion; frequent writing and typing; frequent grasping, holding and reaching; frequent operation of office equipment, computers and clerical supplies
- Hearing/Talking: frequent hearing and talking in person and on the phone
- Emotional/Psychological: frequent public and/or coworker contact; ability to remain calm in emergency situations; occasionally works alone
- Driving: ability to use fine and gross motor coordination for driving

Typical Working Conditions:

- Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather
- Potential exposure to noise, moisture, dust, vibrations, heat and cold
- Designated positions may require travel to and from off-site locations throughout the school

All job descriptions are meant as a guideline. Actual job duties can be revised with or without written notification and are subject to change.

Please attach appropriate salary schedule and work calendar to this job description. All three documents should be given to employee at the time of notice of employment with a copy of training schedule and the current adopted Employee Handbook.

Board Approved Date:

Board of Trustees

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Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

February 3, 2025

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

RE: Notice of Complaint/Request for Information - CTE Truck Driving Program
TRUSD Additional Requests for Information re HCCTS' 12/20/24 Response

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On September 6, 2024, the District received a complaint alleging that HCCTS allows non-students to participate in the CTE Truck Driving certification courses. In our Notice of Complaint/Request for Information dated October 3, 2024, the District requested a response to multiple items by no later than 5:00 p.m. on November 1, 2024. HCCTS responded on November 1, 2024 at 3:34 p.m.

On December 2, 2024, the District sent a follow-up response to HCCTS' November 1 letter and received a further response from HCCTS with correspondence dated December 20, 2024. Outlined below are additional requests for information based on our review of HCCTS' December 20 response.

1. **CTE Truck Driving for Non-Students**

Information Request – Action Needed

- Provide a copy of Mr. Ivaniuk's work calendar with schedule of hours for the 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 school years.

- Provide documentation outlining the CTE Truck Driving class schedules (dates/times) for the 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 school years.

- While the District acknowledges HCCTS' statement that poor record keeping prevents an accurate count of non-student participation, the District requires more details regarding Mr. Ivaniuk's instruction and assessment of non-students. Please provide a more detailed response that includes the following:

    - A summary of the instances where non-students "stopped by throughout the week" for tests. As part of this summary, include information about whether non-students ever scheduled the visits in advance, how they knew when Mr. Ivaniuk would be available, whether HCCTS students were ever present during these visits, and whether the visits ever took place within Mr. Ivaniuk's HCCTS work hours.

    - Outline the support Mr. Ivaniuk provided to non-students to assist them in acquiring their license (i.e., 15 hours of "behind-the-wheel" training, study materials for road and/or written tests, instruction to prepare for the road and written tests, etc.)

    - Outline the process Mr. Ivaniuk followed when administering tests and include the approximate duration for these assessments. This outline should include information about assessments for pre-trip, general knowledge, drive/road, brake, and skills tests as described in the comments section of the student lesson documents provided by HCCTS.

2. **Data Discrepancy Between Students and Non-Students**

Information Request - Action Needed:

- HCCTS reported that the November 1 response inaccurately stated a total of 49 non-students had been served over the past 10 years. However, HCCTS acknowledges that it is unable to provide the total number of non-students served due to poor record keeping. HCCTS stated that corrective measures to improve record keeping have been put in place and that non-students will no longer be served in the CTE Truck Driving program. Please confirm that HCCTS has suspended the practice of serving non-students in all programs and courses effective January 6, 2025.

- HCCTS was able to recognize the 12 students listed on the additional documentation provided by the District in our December 2 letter, and confirmed that 10 were non-students.

3. Partnerships

Information Request - Action Needed:

- In the December 20 response, HCCTS states that the term "scholarship" referred to former students who graduated and returned to finish the Truck Driving Program. Please provide a more detailed explanation of this "scholarship" term and outline how the costs for the instruction, training, assessments, and materials for these former students were covered.

- HCCTS' November 1 response stated that the agreement from the Local 185 was to provide "in-kind improvements through facility repairs". The December 20 response states that HCCTS did not receive any improvements for the 2023-24 school year from the Local 185. Please provide documentation regarding the improvements and/or repairs that HCCTS received as part of the agreement with Local 185 for "free training" for the years such improvements/repairs were provided.

- HCCTS stated that there have been "no fiscal exchanges from Local 185, VOA, or the sheriff's office", but neglected to mention the fiscal exchange between HCCTS and the Sacramento Police Department. Please provide a response clarifying whether there have been any fiscal exchanges between HCCTS and the Sacramento Police Department, including all records/documentation for any such fiscal exchanges.

Within **10 calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information and records responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Your response should be directed to the District for my attention. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Enclosures:
District Request Notice of Complaint/Request for Information dated October 3, 2024
HCCTS Response dated November 1, 2024
District Reply/Request for Information dated December 2, 2024
HCCTS Response dated December 20, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 20, 2024

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Complaint/Request for Information for CTE Truck Driving Program - TRUSD Requests regarding HCCTS' 11/1/24 Response

Dear Ms. Carreon,

On December 2, 2024, HCCTS received a follow-up response from TRUSD regarding the CTE Truck Driving program. We have prepared the following letter in response.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Volunteer Teacher
Since 2014, there has been only one truck driving teacher at the HCCTS truck driving program, Sergey Ivaniuk who confirmed that he volunteered his time to provide instruction to the non-students.

Non-Student Instructional Days
According to the information provided by Sergey Ivaniuk, Truck Driving Coordinator, in the meeting held on October 18, 2024, with the Director of Accountability and Assessment, Melissa Roberson, the direct instruction and classes for non-students were only held on the first and third Saturday of the month seasonally since 2014. Upon further investigation during the December 4, 2024 meeting between the Director of Accountability and Assessment, Melissa Roberson, Sergey Ivanyuk revealed that while the direct instruction was held on the weekends, students stopped by during the week to take tests. He also stated that he could not turn the students away. According to Sergey, there is no additional documentation regarding the non-student participation in the Truck Driving program.

Non-Student Data Discrepancy
HCCTS informed TRUSD that 49 non-students had utilized the truck driving program since 2014 because that was the information provided by Sergey Ivanyuk on October 18, 2024. As identified by TRUSD, 49 was an error since one student's name occurred on the list twice, so HCCTS should have reported 48.

Following the most recent request from TRUSD which contained an additional list of students and non-students, Sergey revealed that due to poor record keeping, he was unable to verify the total number of non-student participants who had utilized the truck driving program. He did however confirm that of the 12 names on the “Unofficial Class A Awards” document sent by TRUSD to HCCTS, 10 of them were non-students, one was a student at CICA, and one was a student at Highlands. Please see below.

Name	Program Type	Status at the Time of Participation
[redacted]	Law Enforcement	Non-Student
	Law Enforcement	Non-Student
	Highlands Student	Student

[redacted]	Scholarship	HCCS Alumni/ Graduate
	Law Enforcement	Non-Student
	Law Enforcement	Non-Student
	Law Enforcement	Non-Student
	Local 185	Non-Student
	Local 185	Non-Student
	Local 185	Non-Student
	Law Enforcement	Non-Student
	CICA Student	Student

As stated above, there is no additional documentation available. As a result of identifying this gap, HCCTS has taken corrective measures to improve record keeping.

Partnerships

	Agreement	**Documentation**	**Notes**
Volunteers of America (VOA)	Verbal	None	Ward Allen reached a verbal agreement, where VOA promised rent and facilities in exchange for the truck driving training of individuals from VOA who didn't have a high school diploma. As a result, our program moved to 10620 Shirra Avenue, Sacramento, CA 95655. However, a few months later, VOA demanded $110,000 for the space. We had no intention of making any payments, and since they also stopped sending us students, we decided to move.
Local 185	Verbal	Non-Executed Draft	An explanation was provided in the previous letter.
Sacramento Police Department	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

Sheriff's Office	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

HCCTS had no fiscal exchanges from Labor 185, VOA, or the sheriff's office. As of today, there have not been improvements for the 23-24 school year from Labor #185, and starting January 6, 202,5 HCCTS will no longer serve non-students in the CTE Truck Driving Program.

Scholarship

All the individuals that fall under this category are former students who graduated from Highlands and returned to finish the Truck Driving Program.

The information above was provided by Sergey Ivaniuk, the Truck Driving Program Coordinator, and the Truck Driving program.

Board of Trustees

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Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

December 2, 2024

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

RE: Notice of Complaint/Request for Information for CTE Truck Driving Program - TRUSD Requests regarding HCCTS' 11/1/24 Response

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On September 6, 2024, the District received a complaint alleging that HCCTS allows non-students to participate in the CTE Truck Driving certification courses. In its Notice of Complaint/Request for Information dated October 3, 2024, the District requested a response to multiple items by no later than 5:00 p.m. on November 1, 2024. HCCTS responded on November 1, 2024 at 3:34 p.m.

Outlined below is a summary of the District's findings and additional actions required based on our review of HCCTS' response.

1. CTE Truck Driving for Non-Students

TRUSD Findings

- HCCTS stated "The teacher of the truck driving program volunteered to teach them on the first and third Saturdays of the month seasonally each year." However, in the RFI CTE Truck Driving Program forms provided by HCCTS the District found only three "Lessons" that occurred on a Saturday and of those three, only one fell on the first or third Saturday.

While these forms may include notes for dates in which students did not attend class, many of the notes do indicate in-person training, specifically as seen in the comments and rating columns.

Information Request – Action Needed

- Confirm that the teacher who volunteered back in 2014 has remained with the program through 2023-24 and/or confirm that all teachers of the CTE Truck driving program that provided instruction to non-students also volunteered their time.

- Explain the discrepancies between HCCTS' assertion that trainings were conducted on the 1st and 3rd Saturday and the documentation which shows trainings mainly taking place Monday – Friday.

2. Data Discrepancy Between Students and Non-Students

TRUSD Findings

- HCCTS stated that 49 non-students in the last 10 years have utilized the truck driving facilities. However, in the 49-page response, HCCTS provided proof of 48 students, with one student listed on two pages (Celest McPeak).

- The District had been made aware of 12 additional students who participated in the CTE Truck Driving course during the 2023-24 school year, which were not included in HCCTS' response.

Information Request – Action Needed

- Please provide documentation for the additional 49th student that was missing in the November 1 response and confirm whether each of the individuals listed in the table below were students or non-students. Include in your response documentation for teacher instruction/in-person training days for the students listed below.

Unofficial Class A Awards				
SID#	**Name**	**School**	**Start Date**	**Grad Date**
	[redacted]	Law Enforcement	8/8/22	6/12/23
		Law Enforcement		7/28/23
		HCCS		8/16/23
		Scholarship	7/3/14	8/18/23
		Law Enforcement		1/17/24
		Law Enforcement		1/18/24
		Law Enforcement		1/19/24
		Local 185		1/24/24
		Local 185		2/29/24
		Local 186		3/28/24
		Law Enforcement		4/25/24
		CICA		6/25/24

2. Partnerships

TRUSD Findings

- The District noted multiple categories for each non-student including "labor union", "VOA", and "Scholarship". In the November 1 response, HCCTS provided an explanation for the Local #185.

- HCCTS stated that Board Member Doyle Radford tapped the Local #185 union in early days (2014), but this union is referenced as recently as 2021.

Information Request - Action Needed

- Please provide an explanation for the labor unions identified other than Local #185. Include any documentation which reflects agreements and/or partnerships.

- Describe what each designation means, specifically what is "VOA" and what is meant by "scholarship". Include in your response, records/documentation of all moneys collected for the CTE Truck Driving program for non-student participation.

- Since Mr. Radford is no longer on the Board, please clarify your current connection to the Local #185 and outline the agreement regarding free training in return for in-kind improvements/facility repairs for the 2023-24 school year. Include in your response documentation for the improvements and/or repairs that HCCTS received during the 2023-24 school year.

Within **10 calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information and records responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Your response should be directed to the District for my attention. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 1, 2024

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Complaint/Request for Information for CTE Truck Driving Program

Dear Ms. Carreon,

On October 3, 2024, HCCTS received a notice of complaint and request for information regarding the CTE Truck Driving Program. We have prepared the following response to the complaint.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Truck Driving Overview
At HCCTS 100% of current students are enrolled in PowerSchool and participate in both a high school diploma program and in truck driving. Their progress is tracked through credits earned which is also documented in PowerSchool.

CTE Truck Driving Program
Below is a table that shows the number of students who completed the truck driving program per year for the last three school years at HCCS and CICA.

	HCCS	**CICA**
2021-2022	80	33
2022-2023	133	40
2023-2024	96	31

Truck Driving and Certificates
The goal of every HCCTS student enrolled in the truck driving program is to obtain a Class A driver's license issued by the California DMV. The class A is the primary metric used to determine student success.

As a secondary measurement, HCCTS began issuing HCCTS Truck Driving Certificates for all students who completed the truck driving program. The truck driving program started in 2014, however providing HCCTS branded truck driving certificates began at the end of the 2023-2024 school year and therefore the number of certificates issued to students does not reflect the number of graduates.

Students & Non-Students
In the last 10 years, 49 non-students have utilized the truck driving facilities.

Non-Student Participants
In 2014 when Highlands had just started, the truck driving program was new and was facing significant financial hardship. A board member at the time, Doyle Radford had a contact with a Labor Union, Local 185. He observed that members of the labor union were not working in the winter months when the weather was bad and requested that these workers utilize the truck driving facilities on weekends. The teacher of the truck driving program volunteered to teach them on the first and third Saturdays of the month seasonally each year. In exchange for this, members of the Local 185 provided in-kind improvements through facility repairs. The Sacramento Police and Sacramento County Sheriff's Office have also utilized the truck driving facilities on weekends over the last 10 years. In total, 49 non-students have used the facilities during

non-school hours since 2014. In the 2024-2025 school year no non-students have been served.

Attachments
Attached you will find PowerSchool rosters of all individuals enrolled in the program for 21-22, 22-23, and 23-24, a comprehensive list of all non-student participants.

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	28-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	28-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	28-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	28-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	28-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	15-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	15-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	15-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	15-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	15-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	31-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	31-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	26-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	31-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	31-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	19-Nov-21	12-Mar-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	12-Mar-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	12-Mar-22	HCCS	21-22
		Truck Driving Attendance	19-Nov-21	12-Mar-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	12-Mar-22	HCCS	21-22
		Basic Control Skills	24-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	24-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	24-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	24-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	13-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	13-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	13-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	10-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	10-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	10-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	10-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	10-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	24-Feb-22	4-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	24-Feb-22	4-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-Feb-22	4-Jun-22	HCCS	21-22
		Truck Driving Attendance	24-Feb-22	4-Jun-22	HCCS	21-22
		Vehicle Inspection	24-Feb-22	4-Jun-22	HCCS	21-22
		Basic Control Skills	14-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	14-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	14-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	14-Dec-21	2-Jul-22	HCCS	21-22
		Vehicle Inspection	14-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	29-Nov-21	21-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	29-Nov-21	21-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	29-Nov-21	21-Jun-22	HCCS	21-22

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	29-Nov-21	21-Jun-22	HCCS	21-22
		Vehicle Inspection	29-Nov-21	21-Jun-22	HCCS	21-22
		Basic Control Skills	3-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	3-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	3-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	27-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	27-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	27-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	18-Oct-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	18-Oct-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	18-Oct-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	18-Oct-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	18-Oct-21	HCCS	21-22
		Basic Control Skills	27-Jan-22	25-Mar-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jan-22	25-Mar-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	25-Mar-22	HCCS	21-22
		Truck Driving Attendance	27-Jan-22	25-Mar-22	HCCS	21-22
		Vehicle Inspection	27-Jan-22	25-Mar-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	28-Oct-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	28-Oct-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	28-Oct-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	28-Oct-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	28-Oct-21	HCCS	21-22
		Basic Control Skills	12-Jul-21	20-Jul-21	HCCS	21-22
		Basic Control Skills	24-Sep-21	30-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	20-Jul-21	HCCS	21-22
		Basic Road Skills/Class A Award	24-Sep-21	30-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-Sep-21	30-Jun-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	20-Jul-21	HCCS	21-22
		Truck Driving Attendance	23-Sep-21	30-Jun-22	HCCS	21-22
		Vehicle Inspection	12-Jul-21	20-Jul-21	HCCS	21-22
		Vehicle Inspection	24-Sep-21	30-Jun-22	HCCS	21-22
		Basic Control Skills	7-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	27-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	27-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	27-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	21-Jul-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	21-Jul-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	21-Jul-21	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	12-Jul-21	21-Jul-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	21-Jul-21	HCCS	21-22
		Basic Control Skills	15-Nov-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-Nov-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-Nov-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	15-Nov-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	16-Nov-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	24-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	24-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	24-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	24-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	13-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	13-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	13-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	16-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	16-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	16-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	31-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	31-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	31-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	31-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	31-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	17-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	17-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	17-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	17-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	20-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	20-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	20-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	20-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	20-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	10-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	10-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	10-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	10-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	10-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	1-Jun-22	2-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	1-Jun-22	2-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	1-Jun-22	2-Jun-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	1-Jun-22	2-Jun-22	HCCS	21-22
		Vehicle Inspection	1-Jun-22	2-Jun-22	HCCS	21-22
		Basic Control Skills	25-Apr-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	25-Apr-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	25-Apr-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	25-Apr-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	25-Apr-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	30-Nov-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	30-Nov-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	30-Nov-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	30-Nov-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	30-Nov-21	HCCS	21-22
		Basic Control Skills	12-Jul-21	12-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	12-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	12-Sep-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	12-Sep-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	12-Sep-21	HCCS	21-22
		Basic Control Skills	13-Sep-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	13-Sep-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	8-Sep-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	13-Sep-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	13-Sep-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	12-Jul-21	12-Mar-22	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	12-Mar-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	12-Mar-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	12-Mar-22	HCCS	21-22
		Vehicle Inspection	12-Jul-21	12-Mar-22	HCCS	21-22
		Basic Control Skills	28-Mar-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	28-Mar-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	28-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	28-Mar-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	1-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	1-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	1-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	1-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	1-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	9-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	9-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	9-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	9-Dec-21	2-Jul-22	HCCS	21-22
		Vehicle Inspection	9-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	1-Jul-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	1-Jul-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	1-Jul-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	1-Jul-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	1-Jul-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	5-Apr-22	9-Apr-22	HCCS	21-22
		Truck Driving Attendance	11-Apr-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	8-Jun-22	2-Jul-22	HCCS	21-22

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	8-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	8-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	8-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	19-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	25-Oct-21	20-Apr-22	HCCS	21-22
		Basic Road Skills/Class A Award	25-Oct-21	20-Apr-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	25-Oct-21	20-Apr-22	HCCS	21-22
		Truck Driving Attendance	25-Oct-21	20-Apr-22	HCCS	21-22
		Vehicle Inspection	25-Oct-21	20-Apr-22	HCCS	21-22
		Basic Control Skills	16-Nov-21	19-May-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-Nov-21	19-May-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-Nov-21	19-May-22	HCCS	21-22
		Truck Driving Attendance	16-Nov-21	19-May-22	HCCS	21-22
		Vehicle Inspection	16-Nov-21	19-May-22	HCCS	21-22
		Basic Control Skills	22-Mar-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	22-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	22-Mar-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	22-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	23-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Nov-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	18-Nov-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	13-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	13-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	13-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Nov-21	6-May-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	6-May-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	6-May-22	HCCS	21-22
		Truck Driving Attendance	19-Nov-21	6-May-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	6-May-22	HCCS	21-22
		Basic Control Skills	11-Aug-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	11-Aug-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	11-Aug-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	11-Aug-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	11-Aug-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	16-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	16-Dec-21	2-Jul-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	16-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	7-Apr-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Apr-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Apr-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Apr-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Apr-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	5-Apr-22	9-Apr-22	HCCS	21-22
		Truck Driving Attendance	11-Apr-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	3-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	3-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	3-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	8-Nov-21	16-Apr-22	HCCS	21-22
		Basic Road Skills/Class A Award	8-Nov-21	16-Apr-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	8-Nov-21	16-Apr-22	HCCS	21-22
		Truck Driving Attendance	8-Nov-21	16-Apr-22	HCCS	21-22
		Vehicle Inspection	8-Nov-21	16-Apr-22	HCCS	21-22
		Basic Control Skills	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	19-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	17-Dec-21	8-Feb-22	HCCS	21-22
		Basic Road Skills/Class A Award	17-Dec-21	8-Feb-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	17-Dec-21	8-Feb-22	HCCS	21-22
		Truck Driving Attendance	16-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	17-Dec-21	8-Feb-22	HCCS	21-22
		Vehicle Inspection	17-Dec-21	8-Feb-22	HCCS	21-22
		Basic Control Skills	27-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	27-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	27-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Apr-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	3-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	3-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	3-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	17-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	17-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	17-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	17-Dec-21	2-Jul-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	17-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	7-Jan-22	14-Jan-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Jan-22	14-Jan-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Jan-22	14-Jan-22	HCCS	21-22
		Truck Driving Attendance	7-Jan-22	14-Jan-22	HCCS	21-22
		Vehicle Inspection	7-Jan-22	14-Jan-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	7-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	14-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Nov-21	5-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	14-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	5-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	14-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	5-Jun-22	HCCS	21-22
		Truck Driving Attendance	14-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	19-Nov-21	5-Jun-22	HCCS	21-22
		Vehicle Inspection	14-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	5-Jun-22	HCCS	21-22
		Truck Driving Attendance	23-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	27-Jan-22	23-Apr-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jan-22	23-Apr-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	23-Apr-22	HCCS	21-22
		Truck Driving Attendance	27-Jan-22	23-Apr-22	HCCS	21-22
		Vehicle Inspection	27-Jan-22	23-Apr-22	HCCS	21-22
		Truck Driving Attendance	11-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Jul-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	19-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Jul-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	19-Jul-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	19-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	31-Aug-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	31-Aug-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	25-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	3-Sep-21	13-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	3-Sep-21	13-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-Sep-21	13-Sep-21	HCCS	21-22
		Truck Driving Attendance	3-Sep-21	13-Sep-21	HCCS	21-22
		Vehicle Inspection	3-Sep-21	13-Sep-21	HCCS	21-22
		Basic Control Skills	19-Nov-21	5-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	5-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	5-Jun-22	HCCS	21-22

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	19-Nov-21	5-Jun-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	5-Jun-22	HCCS	21-22
		Truck Driving Attendance	6-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	7-Mar-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Mar-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Mar-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Mar-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	28-Oct-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	28-Oct-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	28-Oct-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	28-Oct-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	28-Oct-21	HCCS	21-22
		Basic Control Skills	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	26-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	26-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	26-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	26-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	26-Jan-22	2-Jul-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	1-Nov-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	1-Nov-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	1-Nov-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	1-Nov-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	1-Nov-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	15-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	19-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	20-Aug-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	20-Aug-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	20-Aug-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	20-Aug-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	20-Aug-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	21-Feb-23	16-Mar-23	HCCS	22-23
		Truck Driving Attendance	21-Feb-23	17-Mar-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	25-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	25-Oct-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	6-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	22-Jul-22	7-Sep-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	22-Jul-22	7-Sep-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	22-Jul-22	7-Sep-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	22-Jul-22	7-Sep-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	22-Jul-22	7-Sep-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	16-Dec-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Control Skills	7-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	16-Dec-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	7-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	27-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	7-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	16-Dec-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	27-Jul-22	HCCS	22-23
		Truck Driving Attendance	16-Dec-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	7-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	27-Jul-22	HCCS	22-23
		Vehicle Inspection	7-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	16-Dec-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	22-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	22-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	23-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	22-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	16-Jun-23	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	12-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	12-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	12-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	12-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	12-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	5-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	5-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	30-Sep-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	30-Sep-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	30-Sep-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	30-Sep-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	30-Sep-22	HCCS	22-23
		Basic Control Skills	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	17-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	17-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	6-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Apr-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	4-Nov-22	16-Dec-22	HCCS	22-23
		Truck Driving Attendance	7-Nov-22	23-Dec-22	HCCS	22-23
		Basic Control Skills	23-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	23-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	23-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	15-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	15-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	15-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	30-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Jun-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Jun-23	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Control Skills	6-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Jun-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Jun-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	6-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	29-Aug-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	29-Aug-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Aug-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Aug-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	29-Aug-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	27-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	27-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	27-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	19-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	19-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	19-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	20-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	19-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	31-Oct-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	2-May-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	2-May-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	2-May-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	2-May-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	2-May-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Control Skills	11-Jul-22	20-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	20-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	20-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	21-Oct-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	20-Oct-22	HCCS	22-23
		Basic Control Skills	9-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	9-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	9-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	20-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	20-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	20-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	20-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	16-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	24-Oct-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	24-Oct-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	24-Oct-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	24-Oct-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	24-Oct-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	19-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	8-Nov-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	8-Nov-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	8-Nov-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	8-Nov-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	8-Nov-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	6-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jan-23	HCCS	22-23
		Basic Control Skills	10-Oct-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	10-Oct-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	10-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	10-Oct-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	10-Oct-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	15-Jul-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Fundamentals of Truck Driving Plus	11-Jul-22	15-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	22-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	22-Oct-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Control Skills	1-Dec-22	10-Apr-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Jan-23	10-Apr-23	HCCS	22-23
		Truck Driving Attendance	1-Dec-22	10-Apr-23	HCCS	22-23
		Basic Control Skills	14-Nov-22	23-May-23	HCCS	22-23
		Basic Road Skills/Class A Award	14-Nov-22	23-May-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	14-Nov-22	23-May-23	HCCS	22-23
		Truck Driving Attendance	14-Nov-22	6-Jun-23	HCCS	22-23
		Vehicle Inspection	14-Nov-22	23-May-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	23-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	27-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	10-Oct-22	5-Dec-22	HCCS	22-23
		Basic Road Skills/Class A Award	10-Oct-22	5-Dec-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	10-Oct-22	5-Dec-22	HCCS	22-23
		Truck Driving Attendance	10-Oct-22	5-Dec-22	HCCS	22-23
		Vehicle Inspection	10-Oct-22	5-Dec-22	HCCS	22-23
		Basic Control Skills	25-Oct-22	24-Dec-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	25-Oct-22	24-Dec-22	HCCS	22-23
		Truck Driving Attendance	25-Oct-22	24-Dec-22	HCCS	22-23
		Truck Driving Attendance	31-Jan-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	25-Oct-22	24-Dec-22	HCCS	22-23
		Basic Control Skills	29-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	29-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	29-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	10-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	10-Apr-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	28-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	28-Jun-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	28-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	28-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	30-Sep-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	15-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	17-Apr-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	25-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	25-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	25-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	25-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	25-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	22-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	22-Oct-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Control Skills	26-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	26-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	26-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Jan-23	30-Jun-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Fundamentals of Truck Driving Plus	9-Dec-22	20-Jan-23	HCCS	22-23
		Truck Driving Attendance	27-Jan-23	30-Jun-23	HCCS	22-23
		Truck Driving Attendance	9-Dec-22	20-Jan-23	HCCS	22-23
		Vehicle Inspection	27-Jan-23	30-Jun-23	HCCS	22-23
		Basic Control Skills	1-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	1-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	1-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	1-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	1-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	23-Jan-23	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	23-Jan-23	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	23-Jan-23	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	23-Jan-23	28-Jan-23	HCCS	22-23
		Vehicle Inspection	23-Jan-23	28-Jan-23	HCCS	22-23
		Basic Control Skills	29-Sep-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	3-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	29-Sep-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	3-Feb-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Sep-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	3-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Sep-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	3-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	29-Sep-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	3-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	19-Sep-22	9-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	9-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	9-Nov-22	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	10-Nov-22	HCCS	22-23
		Vehicle Inspection	19-Sep-22	9-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	27-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	26-Sep-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	26-Sep-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Sep-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	26-Sep-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	26-Sep-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	18-Jul-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	11-Jul-22	18-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	18-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	18-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	18-Jul-22	HCCS	22-23
		Basic Control Skills	18-Jan-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	18-Jan-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	18-Jan-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	22-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	22-Oct-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Control Skills	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	27-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Sep-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	18-Aug-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	18-Aug-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	18-Aug-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Truck Driving Attendance	18-Aug-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	18-Aug-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	22-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	22-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	7-Nov-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	7-Nov-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	31-Jan-23	27-Mar-23	HCCS	22-23
		Basic Control Skills	3-Apr-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	31-Jan-23	27-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	3-Apr-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-Jan-23	27-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	3-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	31-Jan-23	27-Mar-23	HCCS	22-23
		Truck Driving Attendance	3-Apr-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	3-Apr-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	31-Jan-23	27-Mar-23	HCCS	22-23
		Basic Control Skills	17-Aug-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Aug-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	15-Aug-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	17-Aug-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	6-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	6-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	6-Oct-22	HCCS	22-23
		Truck Driving Attendance	16-Aug-22	6-Oct-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Vehicle Inspection	30-Sep-22	6-Oct-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	28-Sep-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	28-Sep-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	28-Sep-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	28-Sep-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	28-Sep-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	1-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	1-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	1-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Oct-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	1-Oct-22	HCCS	22-23
		Basic Control Skills	25-Oct-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	25-Oct-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	25-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	25-Oct-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	25-Oct-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	22-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-Feb-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	22-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	21-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	21-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	28-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	28-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	28-Feb-23	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Fundamentals of Truck Driving Plus	1-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	1-May-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	16-Aug-22	12-Apr-23	HCCS	22-23
		Basic Control Skills	12-Apr-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	12-Apr-23	HCCS	22-23
		Basic Road Skills/Class A Award	12-Apr-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	16-Aug-22	12-Apr-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	12-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	12-Apr-23	HCCS	22-23
		Truck Driving Attendance	12-Apr-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	16-Aug-22	12-Apr-23	HCCS	22-23
		Vehicle Inspection	12-Apr-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	20-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	20-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	17-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	17-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	31-Oct-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	13-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	13-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	22-May-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-May-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	22-May-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	22-May-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	27-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	27-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	27-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Control Skills	30-Sep-22	24-Dec-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	24-Dec-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	24-Dec-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	24-Dec-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	24-Dec-22	HCCS	22-23
		Basic Control Skills	19-Sep-22	25-Feb-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	25-Feb-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	25-Feb-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Truck Driving Attendance	19-Sep-22	25-Feb-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	25-Feb-23	HCCS	22-23
		Basic Control Skills	12-Sep-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	12-Sep-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	12-Sep-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	12-Sep-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	12-Sep-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	31-May-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	31-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	31-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	15-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	15-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	15-May-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	13-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	13-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	13-Jan-23	HCCS	22-23
		Truck Driving Attendance	19-Sep-22	14-Jan-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	13-Jan-23	HCCS	22-23
		Basic Control Skills	26-Sep-22	17-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	26-Sep-22	17-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Sep-22	17-Jan-23	HCCS	22-23
		Truck Driving Attendance	26-Sep-22	17-Jan-23	HCCS	22-23
		Vehicle Inspection	26-Sep-22	17-Jan-23	HCCS	22-23
		Basic Control Skills	18-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	14-Mar-23	16-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	18-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	14-Mar-23	16-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	18-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	14-Mar-23	16-Mar-23	HCCS	22-23
		Truck Driving Attendance	18-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	14-Mar-23	17-Mar-23	HCCS	22-23
		Vehicle Inspection	18-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	14-Mar-23	16-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	9-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	9-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	26-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	18-Oct-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	10-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	24-Oct-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	10-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	24-Oct-22	4-Mar-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	10-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	18-Oct-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	10-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	24-Oct-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	10-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	7-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	7-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	7-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	31-May-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	31-May-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-May-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	31-May-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	16-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	16-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	16-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	16-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	18-Jan-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	18-Jan-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	18-Jan-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	18-Jan-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	24-Oct-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	30-Jan-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	24-Oct-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Jan-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	24-Oct-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	24-Oct-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	30-Jan-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	24-Oct-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	30-Jan-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	9-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	9-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	10-Jul-23	13-Nov-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Nov-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Nov-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Nov-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	13-Nov-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	14-Jun-24	HCCS	23-24
		Basic Control Skills	14-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	14-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	14-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	14-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	14-Jun-24	HCCS	23-24
		Truck Driving Attendance	14-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	14-Jun-24	HCCS	23-24
		Vehicle Inspection	14-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	24-Oct-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	24-Oct-23	HCCS	23-24
		Basic Control Skills	30-Apr-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	30-Apr-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	30-Apr-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	30-Apr-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	30-Apr-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	29-Aug-23	1-Oct-23	HCCS	23-24
		Basic Control Skills	16-Oct-23	29-Nov-23	HCCS	23-24
		Basic Road Skills/Class A Award	29-Aug-23	1-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	16-Oct-23	29-Nov-23	HCCS	23-24
		Fundamentals of Truck Driving P	29-Aug-23	1-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	16-Oct-23	29-Nov-23	HCCS	23-24
		Vehicle Inspection	16-Oct-23	29-Nov-23	HCCS	23-24
		Vehicle Inspection	29-Aug-23	1-Oct-23	HCCS	23-24
		Basic Control Skills	19-Jan-24	13-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	19-Jan-24	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	19-Jan-24	13-Feb-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Feb-24	HCCS	23-24
		Vehicle Inspection	19-Jan-24	13-Feb-24	HCCS	23-24
		Basic Control Skills	10-Oct-23	26-Dec-23	HCCS	23-24
		Basic Control Skills	27-Dec-23	13-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Oct-23	26-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	27-Dec-23	24-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Oct-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	13-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Oct-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	27-Dec-23	24-Jun-24	HCCS	23-24
		Vehicle Inspection	10-Oct-23	26-Dec-23	HCCS	23-24
		Vehicle Inspection	27-Dec-23	13-Mar-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	24-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	24-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	24-Oct-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	24-Oct-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	24-Oct-23	HCCS	23-24
		Basic Control Skills	17-Jul-23	15-Oct-23	HCCS	23-24
		Basic Control Skills	12-Jan-24	28-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	17-Jul-23	15-Oct-23	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Road Skills/Class A Award	12-Jan-24	28-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	17-Jul-23	15-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	12-Jan-24	28-Jun-24	HCCS	23-24
		Truck Driving Attendance	17-Jul-23	15-Oct-23	HCCS	23-24
		Truck Driving Attendance	12-Jan-24	28-Jun-24	HCCS	23-24
		Vehicle Inspection	17-Jul-23	15-Oct-23	HCCS	23-24
		Vehicle Inspection	12-Jan-24	28-Jun-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	20-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	20-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	13-Jun-24	20-Jun-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	20-Jun-24	HCCS	23-24
		Vehicle Inspection	13-Jun-24	20-Jun-24	HCCS	23-24
		Basic Control Skills	11-Jun-24	24-Jun-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	11-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	11-Jun-24	24-Jun-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	11-Jun-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	11-Jun-24	HCCS	23-24
		Basic Control Skills	11-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	11-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	11-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	11-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	11-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	11-Jun-24	HCCS	23-24
		Truck Driving Attendance	11-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	11-Jun-24	HCCS	23-24
		Vehicle Inspection	11-Jun-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	13-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Mar-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	13-Mar-24	HCCS	23-24
		Basic Control Skills	12-Jul-23	22-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	12-Jul-23	22-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	12-Jul-23	22-May-24	HCCS	23-24
		Truck Driving Attendance	12-Jul-23	23-May-24	HCCS	23-24
		Vehicle Inspection	12-Jul-23	22-May-24	HCCS	23-24
		Basic Control Skills	3-Oct-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	3-Oct-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	3-Oct-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	3-Oct-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	5-Sep-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	5-Sep-23	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Fundamentals of Truck Driving P	10-Jul-23	5-Sep-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	5-Sep-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	5-Sep-23	HCCS	23-24
		Basic Control Skills	28-May-24	29-May-24	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	28-May-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	28-May-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	28-May-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	28-May-24	29-May-24	HCCS	23-24
		Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	14-Sep-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Sep-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	14-Sep-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	14-Sep-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	30-Oct-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	30-Oct-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-Aug-23	12-Sep-23	HCCS	23-24
		Truck Driving Attendance	29-Aug-23	12-Sep-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	13-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Feb-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Feb-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	13-Feb-24	HCCS	23-24
		Basic Control Skills	6-Sep-23	31-Oct-23	HCCS	23-24
		Truck Driving Attendance	6-Sep-23	31-Oct-23	HCCS	23-24
		Basic Control Skills	30-Oct-23	6-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	30-Oct-23	6-May-24	HCCS	23-24
		Truck Driving Attendance	30-Oct-23	6-May-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	1-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Control Skills	28-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	28-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	28-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	28-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	28-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	4-Dec-23	14-Jun-24	HCCS	23-24
		Basic Control Skills	14-Jun-24	17-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	4-Dec-23	14-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Jun-24	17-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	4-Dec-23	14-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	14-Jun-24	17-Jun-24	HCCS	23-24
		Truck Driving Attendance	4-Dec-23	14-Jun-24	HCCS	23-24
		Truck Driving Attendance	14-Jun-24	17-Jun-24	HCCS	23-24
		Vehicle Inspection	4-Dec-23	14-Jun-24	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	14-Jun-24	17-Jun-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	15-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	15-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	15-Oct-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	15-Oct-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	15-Oct-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Control Skills	6-Nov-23	27-Dec-23	HCCS	23-24
		Basic Control Skills	14-Aug-23	17-Oct-23	HCCS	23-24
		Basic Control Skills	27-Dec-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	6-Nov-23	27-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	27-Dec-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Aug-23	17-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	14-Aug-23	17-Oct-23	HCCS	23-24
		Truck Driving Attendance	6-Nov-23	27-Dec-23	HCCS	23-24
		Truck Driving Attendance	14-Aug-23	17-Oct-23	HCCS	23-24
		Truck Driving Attendance	27-Dec-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	6-Nov-23	27-Dec-23	HCCS	23-24
		Vehicle Inspection	27-Dec-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	14-Aug-23	17-Oct-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	14-Jun-24	HCCS	23-24
		Basic Control Skills	14-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	14-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	14-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	14-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	14-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	14-Jun-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	14-Jun-24	HCCS	23-24
		Vehicle Inspection	14-Jun-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	8-Sep-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	8-Sep-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	8-Sep-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	8-Sep-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	8-Sep-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	2-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	2-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	2-Mar-24	HCCS	23-24
		Vehicle Inspection	2-Aug-23	2-Mar-24	HCCS	23-24
		Basic Control Skills	27-Dec-23	23-Feb-24	HCCS	23-24
		Basic Control Skills	26-Sep-23	26-Dec-23	HCCS	23-24
		Basic Control Skills	2-Apr-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	18-Sep-23	26-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	2-Apr-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	27-Dec-23	23-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Sep-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	26-Sep-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	23-Feb-24	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	27-Dec-23	23-Feb-24	HCCS	23-24
		Truck Driving Attendance	26-Sep-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	26-Sep-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Sep-23	26-Dec-23	HCCS	23-24
		Vehicle Inspection	2-Apr-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	27-Dec-23	23-Feb-24	HCCS	23-24
		Basic Control Skills	13-Sep-23	20-Sep-23	HCCS	23-24
		Basic Road Skills/Class A Award	13-Sep-23	20-Sep-23	HCCS	23-24
		Fundamentals of Truck Driving P	7-Aug-23	20-Sep-23	HCCS	23-24
		Truck Driving Attendance	7-Aug-23	20-Sep-23	HCCS	23-24
		Vehicle Inspection	13-Sep-23	20-Sep-23	HCCS	23-24
		Basic Control Skills	2-Aug-23	7-Nov-23	HCCS	23-24
		Truck Driving Attendance	2-Aug-23	7-Nov-23	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	29-May-24	HCCS	23-24
		Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	11-Sep-23	2-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	11-Sep-23	2-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
		Basic Control Skills	15-Dec-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	15-Dec-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	24-Jul-23	15-Dec-23	HCCS	23-24
		Truck Driving Attendance	24-Jul-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	15-Dec-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	20-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	20-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	20-Dec-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	20-Dec-23	HCCS	23-24
		Basic Control Skills	25-Mar-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	26-Dec-23	25-Jun-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	26-Dec-23	25-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	20-Sep-23	17-Jun-24	HCCS	23-24
		Truck Driving Attendance	20-Sep-23	17-Jun-24	HCCS	23-24
		Basic Control Skills	23-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	23-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	23-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	23-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	15-Dec-23	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	asic Road Skills/Class A Award	10-Jul-23	15-Dec-23	HCCS	23-24
		undamentals of Truck Driving P	10-Jul-23	15-Dec-23	HCCS	23-24
		ruck Driving Attendance	10-Jul-23	15-Dec-23	HCCS	23-24
		ehicle Inspection	10-Jul-23	15-Dec-23	HCCS	23-24
		asic Control Skills	16-Jan-24	14-Feb-24	HCCS	23-24
		ruck Driving Attendance	16-Jan-24	14-Feb-24	HCCS	23-24
		asic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		asic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		undamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		ruck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		ehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		asic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		asic Control Skills	25-Mar-24	29-May-24	HCCS	23-24
		asic Control Skills	13-Mar-24	27-Mar-24	HCCS	23-24
		asic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		asic Road Skills/Class A Award	25-Mar-24	29-May-24	HCCS	23-24
		asic Road Skills/Class A Award	13-Mar-24	27-Mar-24	HCCS	23-24
		undamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		undamentals of Truck Driving P	25-Mar-24	29-May-24	HCCS	23-24
		undamentals of Truck Driving P	13-Mar-24	27-Mar-24	HCCS	23-24
		ruck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		ruck Driving Attendance	25-Mar-24	29-May-24	HCCS	23-24
		ruck Driving Attendance	13-Mar-24	27-Mar-24	HCCS	23-24
		ehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		ehicle Inspection	25-Mar-24	29-May-24	HCCS	23-24
		ehicle Inspection	13-Mar-24	27-Mar-24	HCCS	23-24
		undamentals of Truck Driving P	6-Nov-23	7-Nov-23	HCCS	23-24
		ruck Driving Attendance	6-Nov-23	7-Nov-23	HCCS	23-24
		asic Control Skills	6-Nov-23	23-Feb-24	HCCS	23-24
		asic Control Skills	6-Nov-23	31-Mar-24	HCCS	23-24
		asic Road Skills/Class A Award	6-Nov-23	23-Feb-24	HCCS	23-24
		asic Road Skills/Class A Award	6-Nov-23	31-Mar-24	HCCS	23-24
		undamentals of Truck Driving P	6-Nov-23	23-Feb-24	HCCS	23-24
		undamentals of Truck Driving P	6-Nov-23	31-Mar-24	HCCS	23-24
		ruck Driving Attendance	6-Nov-23	23-Feb-24	HCCS	23-24
		ruck Driving Attendance	23-Feb-24	31-Mar-24	HCCS	23-24
		ehicle Inspection	6-Nov-23	23-Feb-24	HCCS	23-24
		ehicle Inspection	6-Nov-23	31-Mar-24	HCCS	23-24
		asic Control Skills	10-Jul-23	31-Mar-24	HCCS	23-24
		asic Road Skills/Class A Award	10-Jul-23	31-Mar-24	HCCS	23-24
		ruck Driving Attendance	10-Jul-23	31-Mar-24	HCCS	23-24
		asic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		asic Road Skills/Class A Award	10-Jul-23	1-Jul-24	HCCS	23-24
		undamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
		ruck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		ehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		asic Control Skills	22-Aug-23	1-Oct-23	HCCS	23-24
		asic Road Skills/Class A Award	22-Aug-23	1-Oct-23	HCCS	23-24
		undamentals of Truck Driving P	22-Aug-23	1-Oct-23	HCCS	23-24
		ruck Driving Attendance	22-Aug-23	1-Oct-23	HCCS	23-24
		ehicle Inspection	22-Aug-23	1-Oct-23	HCCS	23-24
		asic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		asic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	25-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Jun-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	12-Jan-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	12-Jan-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	12-Jan-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	12-Jan-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	12-Jan-24	HCCS	23-24
		Basic Control Skills	28-Aug-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	28-Aug-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	28-Aug-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	28-Aug-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	28-Aug-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	28-Aug-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	28-Aug-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	27-Jul-23	13-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	27-Jul-23	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	27-Jul-23	13-Feb-24	HCCS	23-24
		Vehicle Inspection	27-Jul-23	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
		Fundamentals of Truck Driving P	14-Aug-23	21-Aug-23	HCCS	23-24
		Truck Driving Attendance	15-Aug-23	21-Aug-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	12-Jun-24	HCCS	23-24
		Basic Control Skills	12-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	12-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	12-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	12-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	12-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	12-Jun-24	HCCS	23-24
		Truck Driving Attendance	12-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	12-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	12-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	30-Oct-23	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	30-Oct-23	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	15-Aug-23	29-May-24	HCCS	23-24
		Basic Control Skills	29-May-24	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	15-Aug-23	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	15-Aug-23	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	15-Aug-23	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	1-Jul-24	HCCS	23-24
		Vehicle Inspection	15-Aug-23	29-May-24	HCCS	23-24
		Vehicle Inspection	29-May-24	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	1-May-24	2-Jul-24	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	1-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	3-Aug-23	23-Feb-24	HCCS	23-24
		Basic Control Skills	23-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	3-Aug-23	23-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	23-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	3-Aug-23	23-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	23-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	3-Aug-23	23-Feb-24	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	3-Aug-23	23-Feb-24	HCCS	23-24
		Vehicle Inspection	23-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	26-Jul-23	13-May-24	HCCS	23-24
		Truck Driving Attendance	26-Jul-23	13-May-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	23-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	23-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	23-Oct-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	24-Oct-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	23-Oct-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	15-Dec-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	15-Dec-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	15-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	31-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	31-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Nov-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Nov-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	12-Jan-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	12-Jan-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	12-Jan-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	12-Jan-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	12-Jan-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	22-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	22-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	22-Dec-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	23-Dec-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	22-Dec-23	HCCS	23-24
		Basic Control Skills	18-Dec-23	10-Apr-24	HCCS	23-24
		Basic Road Skills/Class A Award	18-Dec-23	10-Apr-24	HCCS	23-24
		Fundamentals of Truck Driving P	18-Dec-23	10-Apr-24	HCCS	23-24
		Truck Driving Attendance	18-Dec-23	10-Apr-24	HCCS	23-24
		Vehicle Inspection	18-Dec-23	10-Apr-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Feb-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Feb-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	1-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Oct-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Oct-23	HCCS	23-24
		Basic Control Skills	23-Feb-24	28-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	23-Feb-24	28-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	23-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Jul-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	28-Jun-24	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	27-Dec-23	23-Feb-24	HCCS	23-24
		Truck Driving Attendance	26-Jul-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	28-Jun-24	HCCS	23-24
		Vehicle Inspection	27-Dec-23	23-Feb-24	HCCS	23-24
		Vehicle Inspection	26-Jul-23	26-Dec-23	HCCS	23-24
		Vehicle Inspection	27-Dec-23	28-Jun-24	HCCS	23-24
		Basic Control Skills	29-Mar-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	1-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Control Skills	31-Jan-24	31-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	31-Jan-24	31-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	7-Dec-23	31-Mar-24	HCCS	23-24
		Truck Driving Attendance	7-Dec-23	31-Mar-24	HCCS	23-24
		Vehicle Inspection	31-Jan-24	31-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	6-Nov-23	8-Nov-23	HCCS	23-24
		Truck Driving Attendance	6-Nov-23	8-Nov-23	HCCS	23-24
		Fundamentals of Truck Driving P	14-Aug-23	15-Oct-23	HCCS	23-24
		Truck Driving Attendance	14-Aug-23	15-Oct-23	HCCS	23-24
		Basic Control Skills	25-Jun-24	28-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Jun-24	28-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	28-Jun-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	28-Jun-24	HCCS	23-24
		Vehicle Inspection	25-Jun-24	28-Jun-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	10-May-24	HCCS	23-24
		Basic Control Skills	1-Feb-24	13-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	10-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	1-Feb-24	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	22-Sep-23	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	22-Sep-23	13-Feb-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	10-May-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	10-May-24	HCCS	23-24
		Vehicle Inspection	1-Feb-24	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	19-Jul-23	22-Dec-23	HCCS	23-24
		Truck Driving Attendance	19-Jul-23	22-Dec-23	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	29-Apr-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-Apr-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Fundamentals of Truck Driving P	29-Apr-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	29-Apr-24	29-May-24	HCCS	23-24
		Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	29-Apr-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	9-Oct-23	27-Oct-23	HCCS	23-24
		Truck Driving Attendance	9-Oct-23	27-Oct-23	HCCS	23-24
		Vehicle Inspection	9-Oct-23	27-Oct-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	23-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	27-Dec-23	20-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	20-May-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	27-Dec-23	20-May-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	26-Dec-23	HCCS	23-24
		Vehicle Inspection	27-Dec-23	20-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	13-Dec-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	13-Dec-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	16-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	16-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	16-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	10-Jan-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	10-Jan-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	10-Jan-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	10-Jan-22	2-Jul-22	CICA	21-22
		Basic Control Skills	19-Oct-21	1-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	19-Oct-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	19-Oct-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	19-Oct-21	1-Jul-22	CICA	21-22
		Basic Control Skills	7-Sep-21	12-Feb-22	CICA	21-22
		Basic Road Skills/Class A Award	7-Sep-21	12-Feb-22	CICA	21-22
		Fundamentals of Truck Driving Plus	7-Sep-21	12-Feb-22	CICA	21-22
		Vehicle Inspection	7-Sep-21	12-Feb-22	CICA	21-22
		Basic Control Skills	12-Jul-21	6-Nov-21	CICA	21-22
		Basic Control Skills	17-Mar-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	6-Nov-21	CICA	21-22
		Basic Road Skills/Class A Award	17-Mar-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	17-Mar-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	17-Mar-22	2-Jul-22	CICA	21-22
		Basic Control Skills	28-Mar-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	28-Mar-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	28-Mar-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	28-Mar-22	2-Jul-22	CICA	21-22
		Basic Control Skills	14-Feb-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	14-Feb-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	14-Feb-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	14-Feb-22	2-Jul-22	CICA	21-22
		Basic Control Skills	28-Mar-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	28-Mar-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	28-Mar-22	2-Jul-22	CICA	21-22
		Truck Driving Attendance	28-Mar-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	28-Mar-22	2-Jul-22	CICA	21-22
		Basic Control Skills	14-Feb-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	14-Feb-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	14-Feb-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	14-Feb-22	2-Jul-22	CICA	21-22
		Basic Control Skills	27-Jan-22	12-Feb-22	CICA	21-22
		Basic Road Skills/Class A Award	27-Jan-22	12-Feb-22	CICA	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	12-Feb-22	CICA	21-22
		Vehicle Inspection	27-Jan-22	12-Feb-22	CICA	21-22
		Basic Control Skills	13-Dec-21	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	13-Dec-21	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	13-Dec-21	2-Jul-22	CICA	21-22
		Truck Driving Attendance	13-Dec-21	2-Jul-22	CICA	21-22
		Vehicle Inspection	13-Dec-21	2-Jul-22	CICA	21-22
		Basic Control Skills	6-Apr-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	6-Apr-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	6-Apr-22	2-Jul-22	CICA	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	6-Apr-22	2-Jul-22	CICA	21-22
		Basic Control Skills	6-Jun-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	6-Jun-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	6-Jun-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	6-Jun-22	2-Jul-22	CICA	21-22
		Basic Control Skills	8-Dec-21	16-Apr-22	CICA	21-22
		Basic Road Skills/Class A Award	8-Dec-21	16-Apr-22	CICA	21-22
		Fundamentals of Truck Driving Plus	8-Dec-21	16-Apr-22	CICA	21-22
		Truck Driving Attendance	8-Dec-21	16-Apr-22	CICA	21-22
		Vehicle Inspection	8-Dec-21	16-Apr-22	CICA	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	16-Aug-21	25-Sep-21	CICA	21-22
		Basic Control Skills	12-Jul-21	25-Sep-21	CICA	21-22
		Basic Control Skills	6-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	25-Sep-21	CICA	21-22
		Basic Road Skills/Class A Award	1-Mar-22	16-Apr-22	CICA	21-22
		Basic Road Skills/Class A Award	6-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	25-Sep-21	CICA	21-22
		Fundamentals of Truck Driving Plus	6-May-22	2-Jul-22	CICA	21-22
		Truck Driving Attendance	6-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	25-Sep-21	CICA	21-22
		Vehicle Inspection	6-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	16-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	16-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	16-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	12-Jul-21	6-Nov-21	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	6-Nov-21	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	6-Nov-21	CICA	21-22
		Vehicle Inspection	12-Jul-21	6-Nov-21	CICA	21-22
		Basic Control Skills	12-Jul-21	12-Feb-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	12-Feb-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	12-Feb-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	12-Feb-22	CICA	21-22
		Basic Control Skills	23-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	23-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	23-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	23-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	30-Nov-21	18-Dec-21	CICA	21-22
		Basic Road Skills/Class A Award	30-Nov-21	18-Dec-21	CICA	21-22
		Fundamentals of Truck Driving Plus	30-Nov-21	18-Dec-21	CICA	21-22
		Truck Driving Attendance	30-Nov-21	18-Dec-21	CICA	21-22
		Vehicle Inspection	30-Nov-21	18-Dec-21	CICA	21-22
		Basic Control Skills	8-Sep-21	12-Feb-22	CICA	21-22
		Basic Road Skills/Class A Award	8-Sep-21	12-Feb-22	CICA	21-22
		Fundamentals of Truck Driving Plus	8-Sep-21	12-Feb-22	CICA	21-22
		Vehicle Inspection	8-Sep-21	12-Feb-22	CICA	21-22
		Basic Control Skills	26-Oct-21	1-Jul-22	CICA	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	26-Oct-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	26-Oct-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	26-Oct-21	1-Jul-22	CICA	21-22
		Basic Control Skills	12-Jul-21	18-Dec-21	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	18-Dec-21	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	18-Dec-21	CICA	21-22
		Vehicle Inspection	12-Jul-21	18-Dec-21	CICA	21-22
		Basic Control Skills	12-Jul-21	14-Aug-21	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	14-Aug-21	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	14-Aug-21	CICA	21-22
		Vehicle Inspection	12-Jul-21	14-Aug-21	CICA	21-22
		Fundamentals of Truck Driving Plus	27-Sep-21	18-Dec-21	CICA	21-22
		Truck Driving Attendance	27-Sep-21	18-Dec-21	CICA	21-22
		Basic Control Skills	27-Sep-21	6-Nov-21	CICA	21-22
		Basic Road Skills/Class A Award	27-Sep-21	6-Nov-21	CICA	21-22
		Fundamentals of Truck Driving Plus	27-Sep-21	6-Nov-21	CICA	21-22
		Fundamentals of Truck Driving Plus	27-Sep-21	6-Nov-21	CICA	21-22
		Truck Driving Attendance	13-Sep-21	6-Nov-21	CICA	21-22
		Vehicle Inspection	27-Sep-21	6-Nov-21	CICA	21-22
		Basic Control Skills	12-Jul-21	4-Sep-21	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	4-Sep-21	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	4-Sep-21	CICA	21-22
		Vehicle Inspection	12-Jul-21	4-Sep-21	CICA	21-22
		Basic Control Skills	3-Jan-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	3-Jan-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	3-Jan-22	2-Jul-22	CICA	21-22
		Truck Driving Attendance	3-Jan-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	3-Jan-22	2-Jul-22	CICA	21-22
		Basic Control Skills	8-Nov-21	1-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	8-Nov-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	8-Nov-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	8-Nov-21	1-Jul-22	CICA	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	CICA	21-22
		Basic Control Skills	16-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	16-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	16-May-22	2-Jul-22	CICA	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Control Skills	13-Feb-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	24-Apr-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	13-Feb-23	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	24-Apr-23	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	3-Sep-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	3-Sep-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	3-Sep-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	3-Sep-22	CICA	22-23
		Basic Control Skills	3-Oct-22	25-Feb-23	CICA	22-23
		Basic Road Skills/Class A Award	3-Oct-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	3-Oct-22	25-Feb-23	CICA	22-23
		Vehicle Inspection	3-Oct-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	22-May-23	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	1-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Oct-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Control Skills	8-Aug-22	3-Sep-22	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	3-Sep-22	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	3-Sep-22	CICA	22-23
		Vehicle Inspection	8-Aug-22	3-Sep-22	CICA	22-23
		Basic Control Skills	1-Nov-22	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	1-Oct-22	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	1-Nov-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	1-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	1-Nov-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	1-Oct-22	CICA	22-23
		Vehicle Inspection	1-Nov-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	1-Oct-22	CICA	22-23
		Basic Control Skills	30-Jan-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	30-Jan-23	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Oct-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Control Skills	11-Jul-22	6-Aug-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	6-Aug-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	6-Aug-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	6-Aug-22	CICA	22-23
		Basic Control Skills	11-Jul-22	29-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	29-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	29-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	29-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	27-Mar-23	2-Jul-23	CICA	22-23
		Basic Control Skills	30-Jan-23	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	30-Jan-23	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	28-Jan-23	CICA	22-23
		Vehicle Inspection	30-Jan-23	1-Jul-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	1-Dec-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	1-Dec-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	1-Dec-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	1-Dec-22	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	20-May-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Control Skills	8-Aug-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	25-Feb-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	25-Feb-23	CICA	22-23
		Basic Control Skills	14-Nov-22	26-Nov-22	CICA	22-23
		Basic Control Skills	27-Feb-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	3-Oct-22	1-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Control Skills	22-May-23	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Road Skills/Class A Award	22-May-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	22-May-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	26-Nov-22	CICA	22-23
		Vehicle Inspection	22-May-23	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	26-Nov-22	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	26-Nov-22	CICA	22-23
		Vehicle Inspection	8-Aug-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	24-Apr-23	2-Jul-23	CICA	22-23
		Basic Control Skills	30-Jan-23	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	30-Jan-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	30-Jan-23	2-Jul-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Control Skills	19-Sep-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	19-Sep-22	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	25-Feb-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	25-Feb-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	25-Feb-23	CICA	22-23
		Basic Control Skills	11-Jul-22	24-Dec-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	24-Dec-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	24-Dec-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	24-Dec-22	CICA	22-23
		Basic Control Skills	20-Jun-23	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	20-Jun-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	20-Jun-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	20-Jun-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	6-Sep-22	25-Feb-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	6-Aug-22	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	28-Jan-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	28-Jan-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	28-Jan-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	28-Jan-23	CICA	22-23
		Basic Control Skills	11-Jul-22	22-Apr-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Apr-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Fundamentals of Truck Driving Plus	11-Jul-22	22-Apr-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	22-Apr-23	CICA	22-23
		Basic Control Skills	28-Nov-22	22-Apr-23	CICA	22-23
		Basic Road Skills/Class A Award	28-Nov-22	22-Apr-23	CICA	22-23
		Fundamentals of Truck Driving Plus	28-Nov-22	22-Apr-23	CICA	22-23
		Vehicle Inspection	28-Nov-22	22-Apr-23	CICA	22-23
		Fundamentals of Truck Driving Plus	24-Apr-23	2-Jul-23	CICA	22-23
		Basic Control Skills	4-Oct-22	20-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	4-Oct-22	20-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	4-Oct-22	20-Oct-22	CICA	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	CICA	22-23

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	7-Aug-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	7-Aug-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	2-Jul-24	CICA	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Control Skills	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	11-Sep-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	11-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	11-Sep-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	11-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	2-Oct-23	25-Nov-23	CICA	23-24
		Vehicle Inspection	2-Oct-23	25-Nov-23	CICA	23-24
		Basic Control Skills	13-Sep-23	16-Mar-24	CICA	23-24
		Basic Road Skills/Class A Award	13-Sep-23	16-Mar-24	CICA	23-24
		Fundamentals of Truck Driving Plus	13-Sep-23	16-Mar-24	CICA	23-24
		Vehicle Inspection	13-Sep-23	16-Mar-24	CICA	23-24
		Basic Control Skills	26-Feb-24	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	13-Apr-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	13-Apr-24	CICA	23-24
		Basic Control Skills	7-Aug-23	30-Sep-23	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	30-Sep-23	CICA	23-24
		Vehicle Inspection	7-Aug-23	30-Sep-23	CICA	23-24
		Basic Control Skills	22-Aug-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	22-Aug-23	2-Jul-24	CICA	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Vehicle Inspection	22-Aug-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	27-Nov-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	27-Nov-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Control Skills	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	25-Mar-24	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Mar-24	13-Apr-24	CICA	23-24
		Vehicle Inspection	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Control Skills	10-Jun-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jun-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jun-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jun-24	2-Jul-24	CICA	23-24
		Basic Control Skills	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	27-Nov-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	27-Nov-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Control Skills	22-Jan-24	17-Feb-24	CICA	23-24
		Basic Road Skills/Class A Award	22-Jan-24	17-Feb-24	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	17-Feb-24	CICA	23-24
		Vehicle Inspection	22-Jan-24	17-Feb-24	CICA	23-24
		Basic Control Skills	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	30-Oct-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	30-Oct-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	30-Oct-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	30-Oct-23	2-Jul-24	CICA	23-24
		Basic Control Skills	10-Jul-23	5-Aug-23	CICA	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Road Skills/Class A Award	10-Jul-23	5-Aug-23	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	5-Aug-23	CICA	23-24
		Vehicle Inspection	10-Jul-23	5-Aug-23	CICA	23-24
		Basic Control Skills	25-Mar-24	11-May-24	CICA	23-24
		Basic Road Skills/Class A Award	25-Mar-24	11-May-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Mar-24	11-May-24	CICA	23-24
		Vehicle Inspection	25-Mar-24	11-May-24	CICA	23-24
		Fundamentals of Truck Driving Plus	8-Nov-23	2-Jul-24	CICA	23-24
		Basic Control Skills	10-Jul-23	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	13-Apr-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Dec-23	16-Mar-24	CICA	23-24
		Basic Control Skills	26-Feb-24	8-Jun-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	8-Jun-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	8-Jun-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	8-Jun-24	CICA	23-24
		Basic Control Skills	10-Jul-23	23-Dec-23	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	23-Dec-23	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	23-Dec-23	CICA	23-24
		Vehicle Inspection	10-Jul-23	23-Dec-23	CICA	23-24
		Basic Control Skills	5-Sep-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	5-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	15-Apr-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	15-Apr-24	2-Jul-24	CICA	23-24
		Basic Control Skills	18-Mar-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	18-Mar-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	5-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	2-Sep-23	CICA	23-24
		Vehicle Inspection	18-Mar-24	2-Jul-24	CICA	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	CICA	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	26-Feb-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Control Skills	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	25-Mar-24	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Mar-24	13-Apr-24	CICA	23-24
		Vehicle Inspection	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Control Skills	30-Oct-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	30-Oct-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	30-Oct-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	30-Oct-23	2-Jul-24	CICA	23-24

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 73 CICA #_____

Student ID #_[redacted]___ [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/7/21	10:15		Fail	
11/02/21	12:45		pass	

Date:	Lesson:	Rating:	Comments:
2/18/21			Student ready for DMV permit
9/20/21			working on skills
10/7/21			Student failed DMV brake test
10/13/21			~~Student failed skills test~~
10/28/21			Student pass DMV

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 185 CICA #_____

START DATE : 07/16/2021 / 10/18/21

Student ID #_[redacted]

[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/18/21				

Date:	Lesson:	Rating:	Comments:
7-16-21			Student is ready to take his pre-trip
9/30/21			Student is still working on pre-trip / skills
10/18/21			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union #1 CICA #_____

START DATE: ~~05/17/2021~~ 07-13-21

Student ID #_____

[redacted]

[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
11/09/21	8:30		Cancel	216413756
10/04/21				216443753

Date:	Lesson:	Rating:	Comments:
7-13-21			Start date General Knowledge
9/10/21			Student working on pre-trip
9/24/21			canceld apt for an earlier next apt 10/6/21

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 185 CICA #_____

START DATE : 08/26/21 End Date : ~~08/26/21~~

Student ID #[redacted]

[redacted]

9/7/21 12:45 = pass

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
				2154947533

Date:	Lesson:	Rating:	Comments:
9/10/21			Student Failed Parking Test
9/23/21			Pass w/ Pattie

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
6-14-19	8:30	W Sac	Pass	124815744

Date:	Lesson:	Rating:	Comments:
5/6 - 5/7	Pre trip 3 Skills	4	Student is working on skills and brake test
5/22	Post trip		Awaiting
5/22	Brake test	4	Student is good still needs to work on
5/22	Skills	3 1/2	Student still does encroachment
5/22	Road	0	Student is working on his road test.
5/24	Road	2	Brake test Good Driving needs work - focus less on shifting and more on road

HIGHLANDS
COMMUNITY CHARTER SCHOOL

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES
Accrediting Commission for Schools

2019

High School_____ Labor Union # 185

[redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
7/19/19	8:30	W San	Fail	130602857
7/23/19				
7/23/19	10:15	W San	Pass	

Date:	Lesson:	Rating:	Comments:
3/27/19			working on skills / need lots of time on the road
4/25/19			Student membership has expired with 185. ok'd by Linda
4/25/19	Skills		See sheet - student park out of cones. Failed to look
6/28/19			Student cleared 185
07/10-17/19	Prive test	3	Student is having a hard time remembering not to ride the clutch continues to get in the wrong lane when making left turns
			Brake test is good; pretrip is good skills is good.
7/19/19			Student failed pre-trip at the dmv - missed entire wheel and brakes
7/23/19			Pass DMV w/ [redacted]

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 1130

[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
9/16/19	8:30	Tiffany	Fail	143858119
9/17/19	12:45	Dave	Pass	143443588

Date:	Lesson:	Rating:	Comments:
8/28/19			Student completed his pre trip and skills needs drive time
9/16/19			Student failed DMV test did failed direction of examiner
9/17/19			Student passed with flying colors

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 73

Name: [redacted]

DL# [redacted]

[redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
8/1/18	8:30	W Sac	fail	132502118
9/4	8:30	W Sac		140356584

Date:	Lesson:	Rating:	Comments:
6/-10-19			Student showed up for one day haven't been back since
3/19/19			Student is working on pre-trip
4.1./19			student is works on skills
4/22	skills		Student is still working on skills test.
4/26/19			
7/8/19			Student completed pre-trip skills and road ready for DMV testing
8/1/19			Student Brake skill test passenger parallel — Tiffany

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

PH# : [redacted]

10/29/19 8:30 am

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
~~10/9/19~~	~~11:00~~		fail	155382666
10/30	10:15		pass	160652256

Date:	Lesson:	Rating:	Comments:
9/17/19			Student is working on his pre-trip
10/9/19			DMV appointment Scheduled
10/21/19			Student is practicing new pre trip
10/29/19			student failed test did not pop both air brakes
10/30/19			student passed his class A

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185 CICA #_____

Student ID # No check / No medical

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
12/18/19	8:30			Canceled

Date:	Lesson:	Rating:	Comments:
12/11/19			Student ~~test~~ needs Drive more
12/11/19	Drive		Drive is good needs to look around more, Scheduled appointment for next week
12/18/19			missed appointment my fault

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
8:30	1-30-20			pass

Date:	Lesson:	Rating:	Comments:
5/24/19			Student got ins permit
8/20/19			No show
1/21/20			
1/30/20			pass / class A award

HIGHLANDS COMMUNITY CHARTER SCHOOL

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES — Accrediting Commission for Schools

2019

High School_____ Labor Union # 324 Martinez CICA #_____

Student ID # [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
2/11/20	8:30		Fail	
2/25/20	8:30	~~8:30~~ Aristien	Pass	189334390

Date:	Lesson:	Rating:	Comments:
12/10/19			Student is ready to take his permit test
2/6/20	Prive test		Not speeding up/got in the wrong lane not the slow moving lane. unsafe lane change to close to front car
			Not shifting waiting to long to down shift, keeps chatting and, missed a sign, merged into lane without turning signal
			Crossed a solid white line from ftlwy, shifts during turns
			Turn turn signal off too early
2-10-20			Student went two red lights and almost stopped on rail trucks
2-11-20	DMV Testing		Fail on skills test. could not back the truck straight
2/25/20	DMV test	Pass	Student completed his class got his class A

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 1130 CICA #_____

Student ID #_____

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #

Date:	Lesson:	Rating:	Comments:
3/9/20			Student ready for permit testing
10/19/20			Student ready to take the test

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

Student ID # [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/23/19	8:30			203702212

Date:	Lesson:	Rating:	Comments:
11/14/19	DMV		Student ready for permit testing

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 185 CICA #_____

Student ID #_[redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
3/9/20	8:30			194 774 208
9/1/20	8:30		Pass	20135210

Date:	Lesson:	Rating:	Comments:
3/6/20	Drive		Student is ready to take DMV test

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 165 CICA #_____

Student ID #[redacted]

[redacted]

PH# :[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
4-7-21	8:30		PASS	205887163

Date:	Lesson:	Rating:	Comments:
02/02/21			Student review for permit test
3/3/21	Drive	3	Student did good Still needs to get more training
3/25/21			Ready to
4/7/21			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 73 CICA #_____

Student ID #[redacted]

[redacted]

PH# [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
4/8/21	8:30	Christ.	Pass	

Date:	Lesson:	Rating:	Comments:
4/8/21	Driv	Pass	all

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 185 CICA #_____

START DATE : 08/02/21

Student ID #

[redacted]

01/07/22 @8:30

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
12/01/21	8:30	Paty	Fail	217907626
~~12/0~~				
12/29/21	10:15	Reschedule		21815078
12/17/21	10:15	pass		218373681

PH# : [redacted]

Date:	Lesson:	Rating:	Comments:
8/2/21			Student starts
8/30/21			Student has not been attending
11/02/13	Drive		Student is ready to take his DMV testing
11/16/21			Test drive was good. Student will used the rest of day to practice pre-trip and skills
12/01/21			Student failed not pumping full tank of air prior to restarting test
~~12/08/21~~			called and left a message
12/08/21			Kent test for getting in wrong lane.
12/17/21			1/07/22 pass

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 185 CICA #_____

START DATE : 08/02/21 End 11/30/21

Student ID #_____

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
11/30/21	8:30		Pass	217507835

Date:	Lesson:	Rating:	Comments:
8/2/21			Student is studying
9/10/11			Student is working on detrip / Skills
11/02/21			Student ready to take DMV test
11/6/21			Drive test is good. Student is more cautioses.

Highschool VOA Scholarship Local 185

Enrollment Type

Name [redacted]	
DL # [redacted]	PH #
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Tiger Lilies $1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
3.29.	8:30	Wsac	pass

Date:	Lesson :	Rating:	Comments:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Local 185

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : June 1 ~~8-16-16~~	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Vitek 50 a mile $1,300 - 1,700 a week	

[redacted]

DMV Appointments

Date:	Time:	City:	Results:
~~8~~			
8-8-17			pass

Date:	Lesson :	Rating:	Comments:
8-16-16	Apply Breath test	1	Student need to study
8-16-16	Driving	2	student needs to learn the gears
8-16-16	Skills	OL	

HIGHLANDS COMMUNITY CHARTER SCHOOL

High School Labor Union # ✓

Last Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
10/19/18	8:30	WSac	pass	online

Date:	Lesson:	Rating:	Comments:
9/12/18	skills	3 1/2	needs more practice
9/13/18	Road	1	does not know where the gears are shifts to fast
9/14/18	Skill	2	[redacted] approached 2 cars and started to harrass her about why and who she is
9/17/18	Skills / Parking & Brake test	1	Brake test missed to push the whole test / skill test is good
9/17	Skills / Brake test		
10/15/18	Parking Skills Brake test		Student does not pay attention to Sign on road. Does not look when turning
10/16/18	Skills	4	Student needs to learn to use mirrors when backing.
10/19/18	DMV exam		pass class "A"

Highschool VOA Scholarship

Enrollment Type

Local 185

Name [redacted] 02/21/65	
DL # [redacted]	PH # [redacted]
Start Date : 5/4/18	Permit Date : May 17 - 2018
Finish Date: 8/7/18	
CM & Ph #	
Employment Info : Local 185 $28 hour	

DMV Appointments

Date:	Time:	City:	Results:
~~8/7/18~~	~~12:45~~	~~wSac~~	~~Pass~~
8/7/18	12:45	wSac	Pass

Date:	Lesson :	Rating:	Comments:
7/10/18	Driving test	4	
7/10/18	pre trip & Skills	4	
	Schedule an DMV appointment		
7/16/18	Road test	4	Braking / Hwy Signs
7/17/18	Road test	4	[redacted] Student to get lighter shoes/Brake's hand
7/19/18	Road test	4	Though student drive good easy parties/need more practice
8/7/18	DMV testing	5	PASS

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship

Enrollment Type

Name [redacted]	Local 185
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date : 3.6.18
Finish Date:	
CM & Ph #	
Employment Info : local 185 $28+	

DMV Appointments

Date:	Time:	City:	Results:
8/31	8:30	W Sac	Pass

Date:	Lesson :	Rating:	Comments:
6/18/18	Pre trip	4	Needs to work on air brake
7/16/18	Skills / pretrip	4	needs to slow down on skills
7/17/18	Road test	3	Does not pay attention to signs / brakes harsh
7/18/18	Road test	3	some mistakes as yesterday
7/19/18	Road test	3	Student has had him paying to the surroundings more
8/31/18	Dmv test	5	Pass
8/1/18	start 8 speed training		

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship

Enrollment Type Local 185

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : [redacted] 2.12.18	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : local 185 $28+	

DMV Appointments

Date:	Time:	City:	Results:
4/11/18	12:45	WSA	pass

Date:	Lesson :	Rating:	Comments:
2.1.18	Start date		
4.11.18	~~Start~~ End date		~~DMV exemination~~ ~~Exeminor was David~~
			Exeminor was David pass first time

HIGHLANDS COMMUNITY CHARTER SCHOOL

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 1565

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
2/7/19	8:30	WSAC	P955	101751706

Date:	Lesson:	Rating:	Comments:
1-10-19			Student attends orinatation has not been back since
~~1-14-19~~			Student is working on pre-trip inspection
1-21-19			Student is working on skills
1-24-19			Student is working on drive test
1-25-19 ~~-125~~			Drive test
1/24/19	Drive	4	Student still needs practice shifting, Gets into a wrong gear
2/7/19			DMV Test & Class A award

Highschool VOA Scholarship

Enrollment Type

Name [redacted]

DL # [redacted]

PH # ~~(916)~~ 510-697-2989

Start Date :

Permit Date :

Finish Date:

CM & Ph # [redacted]

Employment Info :

DMV Appointments

Date:	Time:	City:	Results:
9/6/18	8:30	Usa	Fail
9/13/18	10:15	WSac	fail
9/27/18	8:30	W Sac	fail
10/5/19	8:30	W Sac	Fail

Date:	Lesson :	Rating:	Comments:
8/6/18	Student is working on pretrip	3	
8/10/18	pretrip is going well need to work on brake test	3	
8/13/18	student is working on skills	3	needs to work on pretrip
8/16/18	Skills	4	need to work on brake test
8/20/18	Skills / Pretrip	3½	Still has improved need brake test
8/23/18	Skills / Pretrip	4	need to work on brake test
8/25/18	Skills	5	Pass
8/28/18	Brake test	3	Fail on apply brake and pop out test
9/13/18	Student forgot what lane to be in when making a right turn. fail the test		
1-10-19		5	waiting on DMV drive test appointment
21-29	Drive/skills and pretrip	4½	all went Rancho Cordova waiting for DMV test

2019

HIGHLANDS COMMUNITY CHARTER SCHOOL

2/5/19 DMV pretrip Fail Student forgot all pretrip

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 185

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
3/6/19	8:30	wSac	Fail	108296305
3/20	8:30	wSac	Fail	112200454
3/29	8:30	wSac	Pass	114559191

Date:	Lesson:	Rating:	Comments:
2/6/19	Practice test		Student will demastract permit test. Given Air/combo
2/21/19	Road		Student is given a check good to go
2/22/19	Brake test Road	1	Student is a good drive needs to work on brake test (fail) 2X
3/6/19	Braked Drive		Student passed all tests ready to go to dmv testing
3/8/19	DMV Testing		Student failed his pretrip inspection. with Tiffany
3/21/19			Fail- student made unsafe turn.-
3/28/19			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 185

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
3/19	12:45	W Sac	Pass	11 319 872
3/12	8:30	W Sac	Pass	

Date:	Lesson:	Rating:	Comments:
3/6/19	Skills		Student needs to learn how to brake correctly.
3/5/19	Drive		Student has a hard time stopping correctly needs to work on braking Student practiced w. Jon Tiffany
3/19/19			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

High School

Labor Union # 185
5001181

Last Name [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
3/19	9:30		Pass	11138839

Date:	Lesson:	Rating:	Comments:
11/27	Pre-trip		Student starts his first day
1-10-19			Student has not been showing up to class
3/1/19			Student passed his pre-trip and skills test.
3/6/19	DMV Road test		Student is working on his road skills
3/19/19	DMV final test		Pass Student completed w/certificate class A requirements

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
4/5/19	12:45	DSA	Pass	

Date:	Lesson:	Rating:	Comments:
3/15/19	Pre trip		Pass
4/5/19			Pass / A-Class A

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

Page 2

High School_____

Labor Union # 185

[redacted]

PH# :_____

DMV Appointments

Date:	Time:	Location:	Result:	Conf #

Date:	Lesson:	Rating:	Comments:
4.12.19	skills	5	Student has completed skills test
4.15 to 4.25	Road		Student has a hard time shifting Student needs to look more in the mirrors and has a hard time naming road signs.
4/29/19	Dmv exam		Student failed to push trucker and trailer brake test
5/7/19	dmv testing		Pass Student completed full course

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 185

Swift
$1200 week

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

4-29-19 DMV Appointments

Date:	Time:	Location:	Result:	Conf #
~~4/8/19~~	1:15	Usac	Fail	11 7880628
5/7/19	8:30	Usac	Pass	120877651

Date:	Lesson:	Rating:	Comments:
3/4/19			Student has completed all book work ready to permit testing
3/4/19	Dmv permit testing	4	→ student passed all test except air brake test
			student will continue training until passes full all tests
3/19/19			Student working on pre-trip
3/21/19	Pre-trip	4	need more work
3/27/19	R		working on Brake test
3/29/19	Pre-trip test		need to start working on truck
		2	→ Failed & missed the entire 5 wheel, skipped trailer air system failed on tires.
4-10-19	Drive test		Student needs to work on down shifting
4-11-19	Drive test		Student is doing better than yesturday

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 95

[redacted]

PH# [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
5/3/19	8:30	W Sac		Pass

Date:	Lesson:	Rating:	Comments:
5/13/19			Student is working on skills lost
5/31/19			Pass / ~~Fail~~ Got his class A

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 183 CICA #_____

Student ID #_[redacted]

[redacted]

PH# :[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
7-20-21	12:45		Fail	214123665
~~8/23/21~~	~~8:30~~			~~2146045 71~~
8/10/21	10:15		pass	21462993 7

Date:	Lesson:	Rating:	Comments:
4/29/21			Student ready to take test
7-13-21			Student ready to take test
7/28/21			Student stopped on a green light turn signal
8/10/21			Pass

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 189 CICA #_____

Student ID #_[redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
3/26/21	8:30			207551981
3/17/21				

Date:	Lesson:	Rating:	Comments:
02/24/21			pre-trip
3/3/21			Prior test needs
3/26/21			Fail pre-trip test
3/17/21			April 2 pre-trip

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union #✓ CICA #_____

Student ID #_[redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/13/20		Andy	pass	

Date:	Lesson:	Rating:	Comments:
10/12/20			Skills are excellent
10/13/20			Student pass all requirement

HIGHLANDS COMMUNITY CHARTER SCHOOL

High School_____ Labor Union #✓ CICA #_____

START DATE : 3-13-23 Grad Date : _____

Student ID #_____

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #

Date:	Lesson:	Rating:	Concerns
7/6/23			Student completed his behind the wheel training
Graduated			

~~[redacted]~~ HS

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : 4.6.16	Permit Date : 4.6.16
Finish Date:	
CM & Ph #	
Employment Info : Sac disposal $24	

DMV Appointments

Date:	Time:	City:	Results:
9			pass

Date:	Lesson :	Rating:	Comments:
8.3.4	Driving	—	Beginner
6.2.16	Driving	4	Student has improved ~~[illegible]~~
2.1.16	Skills / Driv test	3	Student needs to be more aware of surroundings

HCCS – TD, HS, LU 185, Sch

Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Comments/Employment info: ?	

DMV Appointments

Date:	Time:	City:	Results:
10-4-16	7:30	Sac	Fail
			pass

Date:	Lesson :	Rating:	Comments:
9.6.16	Air brake test	4	needs practice on backing
10.4.16	DMV Stand by		student failed pretrip. forget all lights functions

HCCS – TD, HS, LU 185, Sch

Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : May 3 2016	Permit Date : July 1 2016
Finish Date:	
CM & Ph #	
Comments/Employment info: ?	

DMV Appointments

Date:	Time:	City:	Results:
10.14.16	8:30	Vissalia	Pass

Date:	Lesson :	Rating:	Comments:
8.16.16	Showing Break leak test	0	[redacted] beginner
9.6.16	Applying leak test		

NOA

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : 4.1.16	Permit Date : 4.26.16
Finish Date:	
CM & Ph #	
Employment Info : ~~Uber~~ transport SHR $1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
8.25.16	8:30	WSac	pass

Date:	Lesson :	Rating:	Comments:

VOA

Enrollment

Name [redacted]

DL # [redacted] PH # [redacted]

Start Date : 11.2.15 Permit Date : 12.18.15

Finish Date: 5.1.16 with class A

CM & Ph #

Employment Info : Les Schwab tires

Attending Arc mechanics class MCCS

DMV Appointments

Date:	Time:	City:	Results:
5.16.16	8:30	WSac	Pass

Date:	Lesson :	Rating:	Comments:
11.10.15	Drive		Student is constantly complaining about how good he is.
12.8.15	DMV test - Failed		Student didn't want to pass. Said he like our program to much
1.3.16	DMV test - Failed		Student blamed everyone except the cute DMV women.
1.5.16	Skills test		Student does not know where his trailer is Said he thought he left it around the block

Scholarship

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date: 7-27-16 w/class A	
CM & Ph #	
Employment Info : Shr transport $1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
7-27	8:30	Yuba	Pass

Date:	Lesson :	Rating:	Comments:

Local 185

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : Jun 1 2016	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Night Transport $1,500 a week	

DMV Appointments

Date:	Time:	City:	Results:
9.8.16	Stad	Sac	PASS

Date:	Lesson :	Rating:	Comments:
8.15.16	Driving / morning	3	
8.15.16	Driving / evening	4	Student is doing alot better
8.16.16	Apply leakage test	3	Student needs to study the numbers
8.16.16	Driving test	4	Student ~~is~~ still needs practice on turns

Highschool VOA Scholarship

Enrollment Type

pg 2

Name [redacted]	
DL # [redacted]	PH #
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Transport ID $1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
2/27/18	12:30	WSac	Pass

Date:	Lesson :	Rating:	Comments:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship Local 185

Enrollment Type

Name [redacted]	
DL #	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Local 185 $28	

DMV Appointments

Date:	Time:	City:	Results:
12/18	8:30	wSac	pass

Date:	Lesson :	Rating:	Comments:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship
Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info :	

Failed his pretrip or his test brake student was going to fast

DMV Appointments

Date:	Time:	City:	Results:
6.21.17	8:30	wSa	fail
7.21.17	8:30	wSac	fail
8.17.	8:30	wSac	fail
10.17	8:30	wSac	fail
10.24	10:19	wGa	fail

Date:	Lesson :	Rating:	Comments:
6.21.17	Student fail pretrip missed a lot of parts		
6.24.17	~~Student~~ Reviewed all at pretrip and drive test		
	~~St~~ Needs to pay more attention to signs		
7.21.17	Student fail to name		
	all truck part fail DMV test		
8.17.17	Student failed missed		
	s wheel ~~and~~ on truck		
9.1.17	Student is retaking		
	permit test		
10.16.17	student completed his ~~requirements~~ pretrip / skills and road / schedule DMV test		
	student is having a hard time paying attention to signs / ride clutch		
10.18.17	when downshifting Road test / DMV test	3/2	Student rides clutch ~~St~~ got in wrong lane fail test
10.19.17	Road test		

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship

Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Vitek 48 $ a mile $1,100 - 1,700 a week	

DMV Appointments

Date:	Time:	City:	Results:
7-20-17	8:30	W Sac	pass

Date:	Lesson :	Rating:	Comments:
10/18/19	V.tek 54 $ per mile		

HIGHLANDS COMMUNITY CHARTER SCHOOL

Board of Trustees

Basim Elkarra
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Michael Baker
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Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

October 3, 2024

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

RE: Notice of Complaint/Request for Information for CTE Truck Driving Program

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On September 6, 2024, the District received a complaint alleging that HCCS allows non-students to participate in the CTE Truck Driving certification courses. The complaint alleges that the non-student participants are "friends of a former board member named Doyle Radford."

Actions Needed:

- Please respond to the allegation regarding non-students' enrollment in the CTE truck driving program.

- Provide the District with a copy of all CTE Truck Driving Certificates of course completion issued by HCCTS for the 2021-22, 2022-23, and 2023-24 years.

- Provide the District with any spreadsheets or historical documentation which delineates students verses non-students receiving CTE Truck Driving Certificates of course completions for the 2021-22, 2022-23, and 2023-24 years.

- Provide the District with rosters of all individuals enrolled in the CTE Truck Driving program for the 2021-22, 2022-23, and 2023-24 years.

The District requests that HCCTS respond to this follow-up request for information by no later than **5:00 PM on November 1, 2024.** Thank you for your attention to this correspondence and your anticipated cooperation.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

From: Sharilyn.Warta
To: Lindsay Curtis
Subject: RE: HCCTS Truck Driving Program
Date: Tuesday, September 24, 2024 8:24:00 AM
Attachments: image002.png
image003.png
image001.png
image004.png

Good Morning,

Thank you for sending the document and for encouraging the individual to reach out.

Have a wonderful day.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Lindsay Curtis <lindsay.curtis55@gmail.com>
Sent: Monday, September 23, 2024 9:49 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: Re: HCCTS Truck Driving Program

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

Attached is a pdf version of the roster. I hope it helps with any investigation you are able to enact. I will try and encourage the source to come forward to you directly.

Many thanks,
Lindsay

On Mon, Sep 23, 2024 at 9:51 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,

Thank you for following up. Documentation of the CTE Truck Driving participants is welcomed. Please feel free to send anything that would pertain.

While we respect the desire and rights of individuals to remain anonymous, we do encourage people with information to talk to us so that a complete and thorough investigation can be conducted. But, as I stated, we understand the desire to remain anonymous.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Lindsay Curtis <lindsay.curtis55@gmail.com>
Sent: Sunday, September 22, 2024 10:12 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: HCCTS Truck Driving Program

Good day, Shari.

In regards to our conversation last week about the CTE Truck Driving program at Highlands Community Charter and Technical Schools, I was wondering if a list of names would help, along with their affiliation: Highlands student, law enforcement, or union member. Unfortunately, Only Highlands students have last names listed, along with student ID numbers. For the latter two categories, those spaces are blank.

I recently got in touch with someone who wishes to remain anonymous and they sent me the current list, titled "Unofficial Class A Awards," with a list of names, categorization/affiliation, and when the person "graduated" from the program. It is an updated list of the list I told you I saw. From this list of 31 people, it does not appear that they are all Highlands students.

Is this something that will help you in your investigation? My concern is only that Highlands will be able to manipulate the data in some way, which we have known them to do.

Thank you again for your concern to this matter.

Sincerely,
Lindsay Curtis

From: Sharilyn.Warta
To: Lindsay Curtis
Subject: RE: HCCTS Truck Driving Program
Date: Monday, September 23, 2024 8:51:00 AM
Attachments: image001.png
image002.png
image003.png
image004.png

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Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
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Is this something that will help you in your investigation? My concern is only that Highlands will be able to manipulate the data in some way, which we have known them to do.

Thank you again for your concern to this matter.

Sincerely,
Lindsay Curtis

Unofficial Class A Awards				
SID#	**Name**	**School**	**Start Date**	**Grad Date**
[redacted]		HCCS	11/14/22	5/12/23
		Law Enforcement	8/8/22	6/12/23
		CICA		**6/13/23**
		CICA	9/19/22	6/21/23
		HCCS	12/1/22	6/22/23
		CICA	7/11/22	6/26/23
		Local 185	2/21/23	7/12/23
		Law Enforcement		7/28/23
		HCCS		8/16/23
		Scholarship	7/3/14	8/18/23
		HCCS	2/27/23	8/23/23
		HCCS	12/1/22	9/13/23
		HCCS	12/7/22	9/22/23
		Law Enforcement		9/29/23
		HCCS	3/17/23	11/30/23
		Law Enforcement		1/17/24
		Law Enforcement		1/18/24
		Law Enforcement		1/19/24
		Local 185		1/24/24
		HCCS	1/18/23	2/26/24
		Local 185		2/29/24
		Local 186		3/28/24

[redacted]		HCCS	9/18/23	4/10/24
		HCCS	10/3/23	4/12/24
		HCCS	1/12/24	4/24/24
		Law Enforcement		4/25/24
		HCCS	5/29/24	4/29/24
		HCCS	12/27/23	5/1/24
		HCCS	7/26/23	5/20/24
		HCCS	12/5/22	6/14/24
		CICA		6/25/24
		CICA	1/23/23	7/17/24
				Total=32

HIGHLANDS
COMMUNITY CHARTER SCHOOL

June 22, 2018

Delivery by Email: steve.martinez@twinriversusd.org
Bill.McGuire@twinriversusd.org

Steve Martinez, Ed. D., Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan, CA 95652

Re: Highlands Community Charter School Response to Fiscal Crisis & Management Assistance Team Report

Superintendent Martinez:

The purpose of this letter is to respond to the Fiscal Crisis & Management Assistance Team's (FCMAT) report issued on June 7, 2018 to the Highlands Community Charter School Board by Sacramento County Office of Education Superintendent Gordon.

The Highlands Community Charter School Board of Directors and its Executive Director would like to express our ongoing commitment to work in close partnership with the Twin Rivers Unified School District (TRUSD) in an open and transparent way. This will benefit each and every student and immediately address any concerns the District may have. As with every response provided to FCMAT initially, Highlands Community Charter School (Highlands) takes FCMAT's report very seriously and will continue to have a strong commitment to address these concerns to the complete satisfaction of the District.

As anticipated, FCMAT found no evidence to demonstrate that fraud or misappropriation has occurred in any area of Highlands' operations, including student enrollment, support of students with disabilities, ADA, instructional minutes and days, avoidance of standardized tests, conferrals of diplomas, charging fees, or operating multiple sites. However, FCMAT identified areas in internal policies, procedures, and practices that may need enhancements to ensure full compliance.

Highlands has prepared this formal response addressing FCMAT's recommendations and findings which will include our corrective actions taken to date and future proposed remedies.

Highlands Community Charter School's responses, adjustments or corrections to FCMAT's audit summary report recommendations found on (pg. 49) are delineated in order as presented.

- **Violation of HCCTS' charter by serving students outside the parameters listed in the charter**

  The Audit Report states that for the three school years at issue in this audit, FCMAT identified a total of 51 students over who had been admitted to the school at the age of 21, and 29 students who had been admitted holding a U.S. high school diploma, meaning that 80 students who were served by Highlands were outside the parameters listed in the Highlands charter. (Audit Report, pg. 13.) Across those same three years, Highlands' cumulative enrollment was nearly 5,663 students, meaning that those students served by Highlands that were outside the parameters of the charter represented approximately 1.4% of Highlands' cumulative enrollment over this period. Moreover, although the charter indicated that "Highlands Community Charter School shall admit all students it is legally allowed to serve, who meet the exclusive WIA agreement requirement of being age 22 or older, and who submit a timely application," (Highlands Charter, pg. 24), the charter also provides that "HCCS expects to serve a combination of youth and adult students, with the 20 to 45 year old age group making up the greatest percentage of learners." (*Id.*, pg. 47). Therefore, it is inaccurate to assert that by admitting 51 students to the charter school at age 21, HCSS was truly "serving students outside the parameters listed in the charter." If these 51 students are removed from the calculation, the number of students served by Highlands that were outside the parameters of the charter would represent approximately 0.5% of Highlands' cumulative enrollment over this period. Highlands submits that such low percentages do not constitute a "material" violation of a condition or standard of Highlands' charter.

  Even more fundamentally, the revocation provisions of Education Code section 47607 are strictly *forward*-looking, in that they specifically provide for a process by which a charter authorizer must give notice of the alleged violation of its charter, and the charter school must be given an opportunity to remedy the violation. (Ed. Code section 47607, subd. (c)-(e).) In short, under California law a charter cannot be revoked, *ex post facto*, for a violation of the charter petition that has already been

remedied at the time of proposed revocation. Therefore, even if Twin Rivers were to conclude that the provision of services to these 80 (or 29) students constituted a "material" violation of Highlands' charter, such a conclusion would only *begin* the revocation process. Since Highlands had already-- *prior* to the issuance of the Audit Report—ended its practice of serving any pupil under 22 and/or in possession of a high school diploma, Highlands' charter cannot be revoked for the historical practice, noted in the Audit Report, of admitting a small number of students under 22 years of age or in possession of a high school diploma.

- **Whether the partnership agreement was entered into with the correct entity and whether serving students outside of the terms of the petition and partnership violates the requirement for an exclusive partnership and whether that also causes violations of its petition in light of the ruling in the *Grossmont* case**

FCMAT's Assertion that Highlands Did Not Provide Instruction "Exclusively in Partnership" with WIOA

Both Education Code section 47612.1, subdivision (a) (relied upon by Highlands as an exception to the requirement of Education Code section 47612 that apportionment funding may be drawn for a pupil over 19 years of age only if that pupil is continuously enrolled in public school and makes satisfactory progress toward the award of a high school diploma) and Education Code section 47605.1, subdivision (g) (relied upon by Highlands as an exception to the geographic restrictions of Education Code section 47605, subdivision (a) restricting a charter school's choice of facilities locations to the boundaries of its authorizing district) require that any charter requiring on the exceptions in question must "provide[ ] instruction exclusively in partnership with" (among others) "[t]he federal Workforce Innovation and Opportunity Act (29 U.S.C. Sec. 3101 et seq.)" ("WIOA"). In the Audit Report, FCMAT concludes that Highlands may not have provided instruction "exclusively in partnership" with WIOA due to the fact that the partnership agreement entered into between Highlands and Greater Sacramento Urban League ("GSUL") (a WIOA provider) specified that "[s]tudents must meet following conditions for enrollment with HCCTS charter schools…[t]hey must not possess a U.S. High School Diploma [and] [t]hey must be age 22 or older." (Audit Report, pg. 15.) Specifically, the Audit Report provides that:

"FCMAT believes that HCCTS is not operating exclusively in partnership with GSUL, because it has enrolled and served

students outside the terms of the partnership agreement and is therefore not entitled to exemption from the provisions of EC 47612.1 [sic] regarding continuous enrollment and satisfactory." (Audit Report, pg. 17; see also pg. 22, incorporating by reference this analysis to the Education Code section 47605.1, subdivision (g) inquiry).

As an initial matter, Highlands notes that the inquiry under both section 47612.1, subdivision (a) and section 47605.1, subdivision is not (as FCMAT states) whether a charter school is "*operating* exclusively in partnership with" WIOA but rather whether the school "*provides instruction* exclusively in partnership with" WIOA. The difference in language, though subtle, is critical; the actual language of these statutes root the analysis in the manner of instruction provided as part of the partnership, not in any other aspect of the partnership between a charter school and a WIOA provider partner- for example, the age and diploma status of the pupils served by the charter school.

In this connection, it is worth considering that the *Grossmont Union High School District v. Julian Union School District, et al.* (San Diego Cty, 37-2015-000333720-CU-WM-CTL) ("*Grossmont*") decision (cited in the Audit Report on page 13) held that with respect to the question of whether instruction is provided in "exclusively in partnership" with WIOA "[w]hat is deemed critical in section 47605.1, subdivision (g) is the type of instruction provided, not the status of the students. Although the *Grossmont* decision is binding only on the defendants in that specific case (and not on other litigants in California generally or even San Diego County specifically, as mistakenly suggested in the Audit Report), insofar as FCMAT relied on the *Grossmont* decision to guide its analysis of whether Highlands has provided instruction "exclusively in partnership" with WIOA, it should be noted that the *Grossmont* decision actually **supports** Highlands' claim that it was providing instruction "exclusively in partnership" with WIOA. Specifically, the Audit Report does *not* find that the type of instruction provided to 21-year old students and those already possessing a high school diploma differed in any way from the instruction provided to other students at Highlands, and does not find that in providing educational services to these 80 students Highlands violated or otherwise operated outside those provisions of the Highlands-GSUL partnership agreement relating to the provision of instruction. In emphasizing the status of students (specifically their age and their possession of a high school diploma) in order to resolve the question of whether Highlands provided instruction "exclusively in partnership" with

WIOA, FCMAT has applied an interpretation of Ed. Code section 47605.1, subdivision (g) that runs directly counter to the *Grossmont* decision.

Moreover, for FCMAT's theory that a violation of any term of the charter school-WIOA provider partnership agreement means that any performance under the agreement that fails to meet any term of the agreement is not provided "in partnership" (thus compromising the "exclusive" partnership), one would have to accept a theory of contracts at variance with generally accepted contractual principles under law. For one, it is black letter law that a breach of contract, no matter how serious, does not by itself terminate, cancel or otherwise void a contract. Rather, a material breach empowers the non-breaching party to *choose* among a number of remedies, one of which is to simply ignore the breach and continue to treat the contract as binding. This makes practical sense; there are a great many "breaches" of an agreement that, although technically "in violation" of the language originally included by the parties nevertheless do not harm the non-breaching party and may even be seen as desirable by the non-breaching party. The law defers to the wishes of the non-breaching party and does not impose upon that party a remedy (for example, termination) that the party has not chosen for itself. If the non-breaching party does indeed ignore the "breach" and continue to treat the contract as binding in all respects, any subsequent contract performance, by either party, remains performance conducted pursuant to and under the terms of that contract. In a partnership agreement, that would mean all subsequent performance remains performance conducted "in partnership" unless and until the non-breaching partner seeks some other remedy.

Further, the facts are that Highlands **does** provide all of its students with instruction in partnership with WIOA. Highlands is the recipient of a WIOA Title II grant[1], which funds educational services in one or more of three core workforce areas: 1. Basic education; 2. Career technical education; and/or 3. English language development. Since the inception of Highlands, every student, **without exception,** has received educational services in one or more of those areas. SETA, for its part, is mandated by the provisions of WIOA to work with Highlands as a Title II grant recipient, in regard to such services. Highlands has also engaged with other WIOA agencies, such as Lao Family, Asian Resources and La Familia, to provide access to such educational services, in the same manner as with GSUL.

[1] It should also be noted that as a Title II grant recipient, HIGHLANDS itself is a WIOA provider.

In sum, all students at Highlands do receive educational services in partnership with a WIOA provider. To the extent that Highlands enrolled a small number of students who did not meet the specific parameters set forth in the partnership agreement between Highlands and GSUL, that does not change the nature of the services provided. GSUL could have sought an appropriate remedy by, for example, refusing to serve those pupils or seeking a termination of the agreement. GSUL did not do so, and continued to operate under the terms of the agreement (even with respect to those pupils), thereby continuing to provide instruction "exclusively in partnership" with Highlands.

FCMAT's Assertion that Highlands Did Not Enter into a Partnership with the Correct Entity

FCMAT suggests that perhaps Highlands did not enter into a partnership with the correct entity, yet also acknowledges that even the one archived CDE "Suggestions for Successful Partnerships" (the title of which clearly indicates that it is an advisory document, not a mandatory rule) it was able to find on this point does not address adult charter schools. Additionally, FCMAT notes that although the California Workforce Investment Board ("CWIB") instructed Highlands to seek an agreement with Sacramento Employment and Training Agency ("SETA"), SETA in turn directed Highlands to seek a partnership with GSUL. In short, FCMAT suggests that Highlands should have attempted to force upon SETA a partnership that SETA did not want and refuse a partnership with an entity that *did* indeed wish to enter such a partnership—a partnership that was, moreover, encouraged by SETA itself. Highlands respectfully suggests that in this regard FCMAT presents an unrealistic understanding of how lasting, successful, and universally beneficial partnerships are formed.

Moreover, it remains unclear why FCMAT believes Highlands would be required to follow the directive of SWIB that Highlands partner with SETA, yet not expected to follow (and, indeed, was expected to *ignore*) the directive of SETA that Highlands partner with a one-stop career center or American job center like GSUL.

FCMAT's Assertion that Highlands Violated its Petition by Not Specifically Stating that it Would be Operating at Particular Locations Pursuant to the Exception of Ed. Code section 47605.1, subdivision (g)

FCMAT states that Highlands may have violated its charter by failing to identify in its charter the out-of-district locations at which it was to operate, and to clearly specify that it would so operate pursuant to Education Code section 47605.1, subdivision (g). However, no provision of law requires that Highlands do so.

FCMAT cites to the *Grossmont* decision for this supposed requirement, but both the *Grossmont* decision and *Anderson Union High School District v. Shasta Secondary Home School* (2016) 4 Cal.App.5th 262 (the appellate decision on which the *Grossmont* decision was based-- see Audit Report pg. 22) concerned only the geographic restrictions on charter school *operations* and did not concern the question of what information must be included in a charter school petition. (*Anderson*, supra 4 Cal.App.5th at 283, fn. 7 ["AUHSD contends the Cottonwood Resource Center is barred because SSHS may not establish a location that is not identified in its charter. Because we have resolved the issue presented by the parties under the Charter Schools Act, we need not address this alternative contention."].)

- **Irregularities in instructional days**

  FCMAT correctly pointed out that all schedules and tracks met the instructional minutes and instructional day requirement. However, FCMAT discovered the instructional course offering Cosmetology program did not meet the instructional day requirement (Schedule K). One student failed to meet the instructional day requirement. FCMAT reported this to the Highlands' Executive Director who immediately implemented changes to correct the condition which was an administrative oversight.

  FCMAT referenced the potential error for all prior school years up to and including 2016-17 in the Cosmetology program. However, the Cosmetology program did not start until school year 2016-17.

  To ensure full compliance with all attendance accounting requirements, Highlands will work in collaboration with our independent audit firm to thoroughly review our compliance with minimum instructional minute/day requirements for the current and prior fiscal years, and we will prepare and submit any revised attendance forms required by our auditor.

- **Questionable acceptance for participation in ASAM**

FCMAT called into question whether the 70 percent threshold for Alternative Schools Accountability Model (ASAM) eligibility had been reached.

Highlands' board approved the ASAM Alternative Application on March 4, 2015 and was signed by the board president. On March 10, 2015, TRUSD Superintendent signed the application and forwarded to the California Department of Education (CDE). It was received on March 17, 2015 and approved on March 24, 2015. Subsequently, the CDE approved Highlands' new Dashboard Alternative School Status (DASS) commencing in the fall 2017 through the fall of 2019. DASS replaced ASAM effective school year 2017-18. In both application processes, Highlands, TRUSD and CDE have complied with the application data and procedural processes.

- **Inconsistent use of CASAS testing, which was the system identified as HIGHLANDS' alternative testing system in the ASAM program**

  The use of CASAS testing is a standard practice for most schools serving adults in California. Also, WIOA mandates the use of CASAS for reporting skill attainment for adult participants. FCMAT correctly reported Highlands has had inconsistent application of the test. Highlands has made a significant organizational commitment to correcting this issue. Each school year Highlands has shown substantial growth in tests administered. Over the last two school years, Highlands has hired three additional proctors and a lead proctor. Additionally, all site clerical administrative staff have been CASAS certified. These commitments will ensure compliance with DASS requirements. We welcome any input from TRUSD and will work collaboratively with TRUSD to incorporate any additional necessary changes.

- **Course outlines not approved by the HCCTS board yet used by the charter as credit toward the award of diplomas**

  Highlands' staff and administrators did report the outlines were being updated and would be presented for Board approval. Highlands is updating the course outlines as part of the process of adopting new curriculum and also updating our school wide learner outcomes as part of our Western Association of Schools and Colleges (WASC) self-study. Several outlines have been updated and were ready to go to the board for adoption in December of 2017, however, a decision was made to hold off on the adoption until needed updates pursuant to our WASC self-study were approved, which would also require further updates be completed. At the writing of this response, the expected date of our completion of the

self-study is December 2018. Our expectation is that academic outlines will be brought to the board for adoption early in the fall of 2018.

Although Highlands' course outlines have not been approved by its Board of Directors, at this time, they have been reviewed and approved by the Administration and Academic Leadership. Also, as an adult serving charter, we presently do not offer college prep A-G courses.

- **Lack of verification or data to support attainment of student skills and knowledge, and permitting subjective decisions, potentially subject to personal biases, about skills and knowledge attained**

FCMAT stated that evaluation is based upon a "variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolio." While it is true that course completion does not include an end of course evaluation such as a standardized test for each course, this does not necessarily mean the decisions made regarding skills, knowledge, or course completion are necessarily subjective. As was explained to FCMAT, the academic courses do have formative assessments that have been aligned to the state standards for the various units of study for the academic courses. For example, the U.S. History course has several standard aligned units of study, each of which has a school wide, formative assessment tool that is used as part of the completion process. As our students are a very mobile group, the staff decided to be sure we were using a more formative assessment as part of the assessment process throughout smaller units as a basis for some of the skills assessment. In this manner, we have one form of assessment that we can use to indicate proficiency for smaller units in a course. FCMAT did not ask to see any of these assessments.

In addition, these formative assessments are only one measure of assessment. As was quoted in the course outlines, evaluation measures include a variety of measures such as projects, teacher evaluations, work samples, etc. The practice of using multiple assessment measures in a classroom is a generally accepted teaching practice. In fact, a teacher who relies solely upon a standardized test does not provide a platform for evaluating a number of common core standards such as presentation skills in the listening and speaking standards, integration of technology or demonstration of research skills. An evaluation of such skills has long been the professional purview of a course's teacher. In fact, one of the primary roles of providing instruction is to evaluate the student's proficiency and skills acquisition.

Further, the completion of a course by a standardized test is not a requirement for any school for the issuance of the course's credits. If it were, each high school and adult school across the state would be required to have every student pass a standardized course completion exam before the teacher issues credits for the course and that is clearly not the case. In fact, a survey of various local districts' course outlines will show these districts all include multiple measures in their course outlines as part of their course evaluations.

- **HIGHLANDS' use of CASAS testing results alone to determine whether a student qualified to graduate or to move to the next level of course work**

  FCMAT erroneously states that HIGHLANDS uses "HIGHLANDS test results alone to determine if a student qualified to graduate or move to the next level of course work." CASAS scores are one measurement of a student's proficiency and skills attainment; however, they are not the only measure. Using CASAS scores alone would be akin to a high school solely relying upon their results from the students' California Assessment of Student Performance and Progress (CAASP) tests to award course completion credits, a practice that is not done in any school that we are aware of. The use of CASAS scores to identify strengths, challenges and areas of need as an accountability measure is in alignment with how CAASP scores are used along with the State's accountability indicators.

  Highlands utilizes various methodologies to determine students' levels of academic success and ultimately their ability to graduate. These evaluations are based upon variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework and formative and summative test and criteria.
  The practice of using multiple assessment measures in a classroom is a generally accepted teaching practice. In fact, a teacher who relies solely upon a standardized test does not provide a platform for evaluating a number of common core standards such as presentation skills in the listening and speaking standards, integration of technology or demonstration of research skills. An evaluation of such skills has long been the professional purview of a course's teacher. In fact, one of the primary roles of the teacher besides providing instruction, is to evaluate the student's proficiency and skills acquisition. Further, the completion of a course by a standardized test is not a requirement for any school for the issuance of the course's credits.

  While we feel that our assessment methodology is in full compliance with current guidance, we welcome any input from TRUSD and will work collaboratively with TRUSD to incorporate any necessary changes.

- **Problematic interpretation of CCR Title 5, and related granting of high school credits for GED testing to students outside the population identified in that law**

  FCMAT appears to be basing their reasoning on a statement on the California Department of Education ("CDE") website and language in the GED Program Policy Manual. The CDE statement lacks any legal authority and the GED Manual language is not relevant to the current circumstances.

  Highlands' practice of awarding specific academic class credit for students who have passed certain sections of the GED test is appropriate and not prohibited by state law. Despite FCMAT's claim that on CDE's website giving such credit is prohibited, there is no statutory authority to support this contention. Furthermore, the GED Program Policy Manual language does not specifically apply to test results and a representative of the company stated the Charter School has the discretion to award such credit. Additionally, even if giving such equivalency credit was expressly prohibited in Education Code section 51225.3, the Charter School would be exempt for the prohibition because of the Charter School waiver in section 47610.

- **Allowing a test taken in Spanish to substitute for a pre requisite in English**

  Students are awarded credits after passing either the English or Spanish version of the HiSET test with the exception of English language arts, if the test is taken in Spanish. FCMAT questioned the practice of awarding physical science course credits due to the pre-requisite of a ninth grade proficiency in English. All HiSET students are enrolled in high school. Transcripts are evaluated by Highlands' counselors and registrar. Credits are awarded from the HiSET on a case by case basis and are categorized as academic or elective as needed.

- **Conducting board votes via email in violation of the Brown Act**

  The report of voting by e-mail raises a Brown Act violation. However, the issue addressed was the "acceptance" of Linda Fowler as the LEA representative to the Board. The process of adding an authorizing district representative to the charter school's board differs from the method of electing board members in general, as an authorizer representative is appointed as per Ed Code and not elected or accepted by the charter's board. As TRUSD has the authority to appoint the

representative, Education Code Section 47604(b), any "acceptance" by the Highlands Board was not required.

Highlands has subsequently retained General Counsel, who ensures Brown Act compliance for all Highlands' board activities. Board members have also been provided with Brown Act reference materials, and may participate in yearly meetings held by CCSA and/or CSDC which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

- **Conflict of interest issues involving an HCCTS board member who was also a board member of its charter authorizer. When a contract with that board member's firm came before the board, that board member failed to remove herself from the room and offered comment and information about the contract from the dais.**

When this occurred, Highlands did not have General Counsel to advise on conflict of interest issues, which it now does. Highlands view is that if any ethics violation occurred, it was as a result of Board members not fully understanding the requirements in regard to participation by Board members regarding matters in which there is an actual or potential conflict of interest. It should be noted, that there is no indication that any Board member who was in such a position, actually voted or attempted to influence Board action, and in fact, the record shows that any such member abstained from voting. The FCMAT report also notes that the Board took prompt action to void the contract from which the potential conflict arose.

With retention of General Counsel to advise on conflict matters, along with training available to Board members as discussed above, Highlands has, and will continue to be proactive to prevent any actual or potential conflicts of interest.

FCMAT also raised the issue of whether appointment of a TRUSD Board member to the Highlands Board created a conflict under Government Code section 1090, which codifies the common law doctrine of incompatible offices held by a public official, and section 1126(a), which addresses incompatible activities on part of a "local agency officer or employee". As appointment of the LEA representative lies with TRUSD, and not Highlands, these are issues which should be addressed by TRUSD. That said, if such an issue were to again arise, Highlands would make any concerns known to TRUSD. Further, it is not clear that either

code section applies to the Highlands' Board, as Highlands is a non-profit corporation.

Within the conflict of interest findings, FCMAT made reference to "undescribed litigation", as a complicating factor. The reference is incorrect, as no litigation was filed. Angelica Tellechea, doing business as LAED Consulting, claimed that following the revocation of the Highlands/LAED contract in November, 2014, she, at the request of former corporate President Mike Brunelle, continued to act on Highlands' behalf in seeking to obtain grant funding from CDE, and demanded payment for services rendered. General Counsel confirmed that written authorization, signed by Mr. Brunelle, confirming her authority to act on Highlands' behalf, was sent to CDE. Also, a second letter signed by then Vice President, Ward Allen, confirmed Tellechea's authority.

With confirmation of the authority granted to Tellechea, and after receiving the demand from Tellechea, General Counsel was authorized to negotiate a settlement, within Board set limits, with her. That settlement was reached and a release was signed by Tellechea on 9/4/15.

Going forward, Highlands will not enter into any consulting contracts or agreements that are deemed to be a real or potential violation of conflict of interest laws, and our General Counsel will ensure that all Board activities are conducted to prevent such conflicts of interest from arising.

- **Conflict of interest and payroll issues related to approval of consultant contracts to individuals who are also employees of HIGHLANDS**

  Following appointment of General Counsel, and on advice received, Highlands determined that the contracts in question were void, and did not make any payments then due under the contracts.

- **Possible violations of the Penal Code by allowing raffles to be held at the charter**

  Highlands has never sold raffle tickets. On two occasions, Highlands issued numbered tickets to students to be eligible to win attendance based prizes.

- **Questionable fiscal practices such as:**

  - **Payment of personal attorney fees for a board member from charter funds without board approval**

A demand was made for indemnity and defense of the Fair Political Practices Commission (FPPC) investigation (which is ongoing) and which included allegations of acts/omissions on board member's part as a Highlands Board member. Corporations Code § 5238 allows for indemnification of a board member. Under subdivision (f), expenses incurred may be advanced by the corporation, if the indemnitee enters into an undertaking that any expenses so advanced will be re-paid, if it is ultimately determined that the indemnitee did not qualify for indemnity under the statute.

Under subdivision (d), if the indemnitee is successful in defense of a proceeding, or part thereof, indemnity is mandatory.

Following Board authorization to make payments as allowed by subdivision (f), the board member entered into such an agreement on May 5, 2016. The agreement limits any advance payments to expenses incurred in the FPPC investigation only, and requires that board member provide copies of billings from her attorneys. Those bills were reviewed by General Counsel, and of the approximately $30,000.00 billed to board member, $14,979.03 was paid.

- **Payment of an employees' personal car repairs from charter funds and without board approval**

Highlands' board approval was not necessary due to the nature of the reimbursement; therefore, the Executive Director's approval was appropriate. The employee was receiving mileage reimbursement for normal wear and tear on her vehicle while performing her duties as a custodian servicing multiple sites. Unfortunately, the employee was using her vehicle in an extraordinary way. She was transporting tables, chairs, janitorial supplies and chemicals, and other items as deemed necessary to complete her job. Highlands was unable to provide a company vehicle. The employee's vehicle sustained significant wear and tear which was inconsistent with normal operator use. It was deemed appropriate by the Executive Director to authorize the needed repairs to ensure the school had transportation for the employee to complete her duties and operational needs.

The decision to pay for the vehicle repairs was based on prior experience authorizing expenditures as a State supervisor and training received consistent with the State Contracting Manual.

Additionally, the California Supreme Court has ruled consistently in this arena.

The California Supreme Court has held that an employer can reimburse for vehicle expenses via a lump-sum payment. Employers should be warned however that if they utilize the IRS mileage rate or a lump-sum payment, and the employee can show that the chosen method does not cover all actual expenses incurred, the employer will be liable for the difference.

- **Providing gifts to students in violation of the charter's board policy**

  Board policy 140106-VII-D states the charter may award students who have demonstrated excellence with equipment that does not exceed two hundred dollars. Examples of excellence may include perfect attendance for a set period of time, high grades, passing an industry recognized exam, etcetera. There were approximately five laptops awarded that exceeded the two hundred dollar threshold by approximately twenty dollars with tax and recycling fee included. On February 23, 2018, a letter from Highlands Executive Director to Executive Staff at TRUSD reported the incidents and no further incidents have occurred. The Executive Director informed Highlands Board of Directors of the issue and corrective actions.

  FCMAT also asserted that after their field work was competed they received information from a confidential informant that Highlands provided $500 gift cards, big screen plasma televisions and Target gift cards to students to generate attendance. This information is false and these awards never took place. Rather than expand the investigation to confirm the validity of this claim, FCMAT simply repeated the unfounded allegation as a finding in their report.

- **Implementing hiring practices in violation of the law, which allowed convicted felons to have access not only to HIGHLANDS students and staff but also to the minor children in its child development program**

  On January 23, 2018, Executive Staff at TRUSD contacted the Executive Director of Highlands regarding the background clearance process of two employees. Highlands' petition mandates compliance with Ed Code Section 45125.1 and 44237. The two identified employees were immediately placed on paid administrative leave pending investigation.

On January 30, 2018, Executive Staff from TRUSD and the Executive Director of Highlands met to discuss potential remedies to the issue. Both employees were former students and graduates of Highlands. One employee was a known felon to the Executive Director and the other was not, due to her offense occurring in another state approximately seventeen years prior. Neither employee was a Penal Code Section 290 sex offender.

After completing the investigation, both employees were terminated. Highlands established additional control measures to ensure compliance with the Ed Code. Classified staff now submits to a California and multi state live scan prior to employment. The multi-state search should ensure all convictions are reported.

FCMAT made two serious and erroneous statements within the hiring practices heading on (pg. 47). FCMAT reported through a confidential informant that a Highlands Administrator was aware of the felony conviction of the employee and was his Parole Agent. This assertion is impossible. Although, a Highlands Administrator was a Parole Agent, he retired five years prior to him becoming a parolee and had no previous relationship.

Additionally, FCMAT reported that an employee working in the Early Childhood Education program was a gang member and a convicted felon. This allegation is erroneous. The employee in question is a graduate of Highlands and is presently employed. Prior to her employment, she submitted a California and multi-state live scan on March 1, 2017 and it was forwarded to the California Teaching Commission. Her live scan reflected a misdemeanor offense and she is not a gang member.

- **Allegations of sexual harassment by HIGHLANDS administrators**

Highlands Board of Directors originally approved the sexual harassment policy on June 1, 2013. The policy was revised and re-approved on April 1, 2016. Highlands is committed to providing an unlawful harassment and sexual harassment free workplace. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of Highlands' sexual harassment policy, additional site based sexual harassment training to all staff, and annual training facilitated through "Safe Schools" online program.

In April 2018, Executive Staff at TRUSD contacted the Executive Director at Highlands with information that a confidential informant stated an administrator was grooming the Human Resource Generalist for a sexual

relationship. On April 6, 2018, the Generalist was interviewed pertaining to the allegation. She denied ever experiencing sexual harassment or feeling groomed/manipulated by the Administrator for a sexual relationship.

Any complaint of unlawful harassment, discrimination or sexual harassment, has been actively investigated by Highlands, to include, where appropriate, retention of outside investigators. As the result of one such investigation the offending employee was terminated.

- **Use of "Confidential Informants"**

Highlands notes that on several issues, FCMAT made findings based on information received from "confidential informants." Not only are such findings troubling in the absence of any indicia of the informant's reliability, but some of these allegations had already been raised to Highlands and responded to directly with TRUSD. For example, the section on "Hiring Practices" does not reflect that Highlands worked closely with TRUSD to address the issue of employees having felony convictions, and contrary to the FCMAT report, in agreement with TRUSD's position, Highlands terminated the employees. Similarly, the reference to expensive gifts being given to students to encourage attendance, which is not true, had been addressed with TRUSD by the Executive Director.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Highlands appreciates the opportunity to respond the FCMAT audit. The successful partnership between Highlands and the Twin Rivers Unified School District in providing outstanding educational services to the community is essential. With that responsibility, I will endeavor to provide these services with great respect to that responsibility.

Should you have any questions or concerns, please do not hesitate to contact me at erniedaniels7@gmail.com.

Ernie Daniels

ERNIE DANIELS
Corporate President
Highlands Community Charter School

Exhibit I

Annual Oversight Reports

Highlands Community Charter and Technical Schools
CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)
Annual Oversight Report 2021-22

April 3, 2023

CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)

Prepared by: Shari Marshall

This report summarizes the California Innovative Career Academy for the 2021-22 school year activities and includes and update on the 2022-23 school year.

Key Data Points	2020-2021	2021-2022	2022-2023
October Enrollment	363	780	2202
Socioeconomically Disadvantaged	93.11%	93.97%	94.88%
English Learners	12.40%	46.28%	35.42%

The report will be divided into seven areas and are aligned with TRUSD board policy on charter oversight.

Part 1	Compliance with Legal Requirements (Board Policy)
Part 2	Student Outcomes and LCAP (Board Policy)
Part 3	Fiscal Condition (Board Policy)
Part 4	Key Elements Data
Part 5	Site Visit Observations
Part 6	Summary
Part 7	Appendix

TWIN RIVERS UNIFIED BOARD POLICY: MONITORING CHARTER SCHOOL PERFORMANCE

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving, both school wide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32*, *47604.33*, *47606.5*)

Highlands Community Charter and Technical Schools
CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)
Annual Oversight Report 2021-22

PART I: COMPLIANCE WITH LEGAL REQUIREMENTS (BOARD POLICY)

Board Policy:
The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

CICA reports they filed all required reports with their office, and there are no known violations of law. TRUSD reports that all required reports have been filed, and there are no known items to report.

PART 2: STUDENT OUTCOMES AND LCAP (BOARD POLICY)

Board Policy:
The Board shall monitor each charter school to determine whether it is achieving, both school wide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

There are limited ways to measure student outcomes for alternative programs as students do not take the Smarter Balanced Assessments taken in traditional K-12 schools. Data points from the most recent LCAP are included in this report.

Dashboard Alternative School Status (DASS)
CICA is a DASS participating school.

The 2022 California School Dashboard (Dashboard) and Graduation Rate Additional Report now include the DASS one-year graduation rates for schools identified as DASS. DASS schools are alternative schools that mainly serve "at-promise" students and have met the DASS eligibility requirements. The DASS one-year graduation rate measures the percentage of students who were enrolled in grade twelve (including early grade eleven graduates) during the 2021–22 school year and earned a standard high school diploma, special education certificate of completion, California High School Proficiency Examination (CHSPE), or an adult education diploma. These students count as graduates for the purposes of the DASS one-year graduation rate.

Please note that due to the denial of California's waiver by the U.S. Department of Education in 2022, the DASS one-year graduation rate will not be used for accountability purposes. Instead, it is provided for informational purposes only at the school-level for DASS schools. In addition, DASS one-year graduates will not be used for calculating the outcomes of the College/Career Indicator for DASS schools in future Dashboards.

Highlands Community Charter and Technical Schools
CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)
Annual Oversight Report 2021-22

PART 3: FISCAL CONDITION (BOARD POLICY)

Fiscal Condition

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

CICA's audit report reflects unrestricted net assets of $5.8M at the close of 2021-22. The $6M net assets are significantly higher than from the 2020-21 year (negative $126K).

2021-22 End of Year Financial Position

Statement of Financial Position Audited Financial Statement						
		2019-2020		2020-2021		2021-2022
ASSETS						
Cash	$	27,772	$	44,010	$	1,988,073
Accounts Receivable	$	1,382,538	$	961,017	$	5,198,890
Prepaid	$	1,316	$	12,773		
Intercompany Receivable (payable)			$	(950,000)		
Fixed Assets			$	-		
Deposits			$	-		
Total Assets	$	1,411,626	$	67,800	$	7,186,963
Accounts Payable	$	238,947	$	33,139	$	112,710
Accrued Expense	$	462,636	$	161,139	$	998,554
Revenue Anticipated Notes	$	439,081				
PPP Loan Payable						
Factoring Agreement			$	-		
Total Current Liabilities	$	1,140,664	$	194,278	$	1,111,264
Restricted	$	270,962			$	221,876
Unrestricted	$	270,962	$	(126,478)	$	5,853,823
Total Net Assets	$	270,962	$	(126,478)	$	6,075,699
Total Net Assets & Liabilities	**$**	**1,411,626**	**$**	**67,800**	**$**	**7,186,963**

Highlands Community Charter and Technical Schools
CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)
Annual Oversight Report 2021-22

2022-23 Second Interim Multi-Year Projection (MYP) Summary

Based on data submitted in March 2023 (Second Interim Budget), CICA projects to be fiscally solvent in 2022-23, 2023-24 and 2024-25 with a 2022-23 projected ending balance of $16.4 M (52.9% of expenditures).

Statement of Financial Position				
	2021-22 Unaudited Actuals	CICA 2ND INTERIM MYP		
		2022-23	2023-24	2024-25
ADA/Projected ADA	1102.39	2500.00	3000.00	3600.00
Income	$ 17,198,766	$ 41,402,252	$ 53,439,612	$ 66,357,423
Expenditures	$ 11,183,839	$ 31,044,092	$ 46,461,347	$ 60,589,289
Income Less Expenditures	$ 6,014,927	$ 10,358,159	$ 6,978,265	$ 5,768,134
Beginning Balance	$ (126,478)	$ 6,075,699	$ 16,433,858	$ 23,412,123
Ending Balance	$ 5,888,449	$ 16,433,858	$ 23,412,123	$ 29,180,257
Ending Balance as % of Expenses	53%	52.94%	50.39%	48.16%

*Unaudited Actuals HCCS & 2021-22 Multi-Year Projection Summary (CICA)

PART 4: KEY ELEMENTS DATA

Year	Total Students	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2022-23	2202	190	7	279	3	411	22	1148	128	14
2021-22	780	177	9	121	1	234	9	191	29	9
2020-21	363	124	3	14	2	144	7	50	16	3

*https://dq.cde.ca.gov/dataquest/dqcensus/EnrEthYears.aspx?cds=34765050139584&agglevel=School&year=2021-22&ro=y

Highlands Community Charter and Technical Schools
CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)
Annual Oversight Report 2021-22

Other Key Data Elements

	2021-22 CICA Age Range			2022-23 CICA Age Range			
Age Group	Grade 9	Grade 12	Total Enrollment	Grade 9	Grade 10	Grade 12	Total Enrollment
22	1	6	7	14	2	9	25
23-29	67	135	202	339	50	171	560
30-39	117	222	339	575	108	281	964
40-49	41	91	132	238	44	133	415
50+	55	45	100	139	33	66	238
Total	281	499	780	1305	237	660	2202

*https://data1.cde.ca.gov/dataquest/dqcensus/EnrAgeGrd.aspx?cds=34765050139584&agglevel=school&year=2022-23

CALPADS data from the LCFF Unduplicated Pupil Counts reports CICA's EL population to be at 46.28%.

English Learners							
2021-22 English Learner	English Only	Initial Fluent English Proficient	English Learner	Reclassified Fluent English Proficient	TBD	Total	EL as % of Total
CICA	404	3	361	12	0	780	46.28%
TRUSD	16,072	627	8,182	3,868	36	32,514	50.91%
Sacramento Co.	159,492	8,079	42,410	28,592	693	243,002	26.59%
State	3,509,857	270,040	1,127,648	963,056	15,481	589,240	32.13%

** LCFF Unduplicated Pupil Counts, CALPADS C/A 1.17 (Data provided by Chris Arnold)*

Highlands Community Charter and Technical Schools
CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)
Annual Oversight Report 2021-22

Unduplicated Pupil Percentage (UPP)

CICA UPP decreased by 1.51% from the 2021-22 year to the 2022-23 school year.

Unduplicated Pupil % Counts	2020-21	2021-22	2022-23
Total Enrollment	363	780	2,202
Free & Reduced Meal Program	338	703	1,826
Homeless	48	130	325
Unduplicated FRPM Eligible Count	338	709	1,881
English Learner (EL)	45	361	0
CALPADS Unduplicated Pupil Count (UPC)*	341	750	2,084
UPP %**	93.94%	96.15%	94.64%

*Students are counted once to arrive at this total
*Funded UPP based on three year rolling average and may be capped at % of authorizing LEA

*https://www.cde.ca.gov/ds/ad/filescupc.asp

2021-22 Expenditures

90.92% of expenditures were identified as educational program services. Approximately 71% of the budget is spent on salary and benefits of employees.

CICA 2021-22 Expenditures*	Educational Programs	General & Administrative	Total	Prior Year
Certificated Salaries	$ 3,411,929		$ 3,411,929	
Classified Salaries	$ 2,153,106	$ 209,740	$ 2,362,846	
Employee Benefits	$ 1,949,911	$ 84,816	$ 2,034,727	
Books & Supplies	$ 251,502	$ 32,289	$ 283,791	
Professional/Consulting/Operating Expenditures	$ 2,232,033	$ 671,269	$ 2,903,302	
Interest Expense			$ -	
Depreciation			$ -	
Total	$ 9,998,481	$ 998,114	$ 10,996,595	
% by Program/Support	90.92%	9.08%	100.00%	
Total Employee Costs/Benefits			$ 7,809,502	$ 2,921,888
Total Employee Costs/Benefits as % of Total Expenditures			71.02%	79.82%

*Highlands Community Charter and Technical Schools audit report pg 24.

PART 5: SITE VISIT OBSERVATIONS

Site Visits

On Thursday, January 19, 2023, Twin Rivers visited 5 sites for HCCS and CICA. The visits were led by Von Allen, Director of Equity Initiatives, Brian Hamilton, Assistant Deputy Director, and Mayra Valdivia, Assistant Deputy Director. Executive Director, Murdock Smith met up with the team at the Oak Park site. Principals from most of the sites lead the tour at their locations.

Physical Plant

The physical plants varied from business office spaces to a converted car dealership, churches, and a historical parish downtown. The Historic Oak Park site had recently received updates with renovations and fresh paint. The Florin site provided a very open floor plan while still allowing space for private meetings. The Calvary site provided plenty of space for the class, but could use some improvements to widen the narrow hallway to be more handicapped accessible. CICA and HCCS use shared spaces in many of the physical locations.

Challenges

Enrollment continues at a steady increase as CICA is enrolling approximately 200 students per week with a long-term retention rate of an estimated 70%. While this is also a success, CICA and HCCS find it challenging to meet all the needs of the new students, especially with a large homeless population included in the enrollments. Ensuring students have basic technology training and basic needs met continues to be a priority. This growth creates other challenges as well such as inadequate parking spaces at sites. To combat this, leadership continues to look towards expanding by opening new sites as needed.

Successes

The Mentorship program is one of the successes that assists the school in building relationships and keeping students connected and motivated. Another major success is the many stories of job placements for former students, both in the community and within the organization itself. Several employees shared their stories of graduating and wanting to stay with the organization to give back to the program. By hiring former students, current students have someone to connect with and feel more understood. The digital boot camp is a huge success as it ensures that all studence receive basic technology training.

Highlands Community Charter and Technical Schools
CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)
Annual Oversight Report 2021-2022

PART 6 SUMMARY

Twin Rivers conducted the annual leadership meeting on November 3, 2022. Members from Highlands Community Charter School and California Innovative Career Academy were present:

- Murdoc Smith, Executive Director
- Matthew Lemos, Acting Director of Finance
- Christina Martinez, Director, CICA
- Lars Jorgensen, Chief of Staff
- Kevin Taylor, Deputy Director
- Melissa Roberson, Special Projects
- Brian Hamilton, Assistant Deputy Director
- Andrew Michaud, Principal
- Mayra Valdivia, Assistant Deputy Director

The Leadership team shared a brief overview of how the programs began in 2014-15 and how it has evolved to where it is today. The team is especially proud to be providing independent learning opportunities to a population that would otherwise be excluded because they do not have the supports they need at home.

HCCS supports academic success in a variety ways, which includes, but is not limited to high dosage tutoring (flexible hours between 6 am and 10 pm), robust cultural proficiency training for tutors, close alignment of tutors with teachers to ensure proper academic supports, and digital boot camps for students to ensure they have adequate knowledge of technology to be successful in Independent Study programs.

Other supports for students include a significant investment in a mentorship program to increase touchpoints with students and provide them with additional SEL supports. Technology assistance is provided through Chromebook and Cell Phone distribution to students as well as hands on training with "Digital Navigators" to teach students how to utilize the resources.

Leadership changes that were made in the recent past include the hiring of Matthew Lemos as Acting Director of Finance and Lars Jorgenson Chief of Staff. HCCS expects to continue expanding its sites, which aligns with their approach to ensure equity in access by providing educational opportunities in the neighborhoods they serve.

Twin Rivers continues to encourage HCCS to communicate about the plans to expand or close sites before the changes are made.



Murdock Smith
Executive Director

PART 7: APPENDIX

Appendix A: CICA Mission (extracted from CICA's website)

Motto | Mission | Vision

MOTTO: IT'S NEVER TOO LATE!

VISION: TO ERADICATE EDUCATIONAL INEQUALITY.

MISSION:

WE ARE A DIVERSE COMMUNITY FOR SOCIAL JUSTICE, SERVING THE UNSERVED, PROVIDING ACCESS TO EDUCATION, TECHNOLOGY, COMMUNICATION, AND EMPLOYMENT FOR 21ST CENTURY ACHIEVERS. THROUGH COMMUNITY PARTNERSHIPS, WE WILL BUILD NEW LEGACIES LEADING TO SELF-SUFFICIENCY AND GENERATIONAL CHANGE.

Appendix B: Main Campuses

CICA operates resource centers at the following sites (as provided by HCCS). The primary site is on Grand Avenue, with other sites co-located with Highlands Community Charter.

2022-23 Sites (Updated 3-29-23)

***Auburn**
4441 Auburn Blvd, (H/J/M)
Sacramento CA 95841

CICA Main Campus
1333 Grand Avenue
Sacramento CA 95838

***Florin Rd**
3801 Florin Rd. Suite 107
Sacramento CA 95827

Holy Cross
800 Todhunter AVe
West Sacramento CA 95838

Industrial
8180 Industrial Pkwy
Sacramento, CA 95824

***Maple 2 (St. Rose)**
5961 Franklin Blvd
Sacramento CA 95824

***O Street**
1326 O Street
Sacramento, CA 95814

St. Anne's
7720 24th St
Sacramento, CA 95832

Bethany
9880 Jackson Road
Sacramento CA 95827

Clay Street
3805 Clay Street
Sacramento CA 95838

Folsom Blvd
10017 Folsom Blvd.
Sacramento CA 95827

Howe Ave
1111 Howe Ave #630
Sacramento, CA 95825

***Lao Family**
2325 East 12th
Oakland, CA 94601

McClellan
3144 Palm St. #826
McClellan Park, CA 95652

***Rosemont**
Sacramento CA

***Bowling**
717 Bowling Drive, #1120
Sacramento CA 95823

***Del Paso (Calvary)**
1100 Las Palmas Ave
Sacramento, CA 95815

Hillsdale 2
5655 Hillsdale Blvd. Suite 9
Sacramento, CA 95842

Hurley
3205 Hurley Way
Sacramento CA 95864

Marysville
715 C Street
Marysville CA 95901

***North Laguna 2**
8211 Bruceville Rd, #125
Sacramento CA 95823

SHRA-Marina Vista
30 Seavey Circle
Sacramento, CA 95818

**Indicates sites added sinces 2021-22. (9 total)*

Appendix B: Main Campuses Continued

2021-22 Sites

CICA Main Campus
1333 Grand Avenue
Sacramento CA 95838

Bethany
9880 Jackson Road
Sacramento CA 95827

Clay Street
3805 Clay Street
Sacramento CA 95838

Folsom Blvd
10017 Folsom Blvd.
Sacramento CA 95827

Grand Avenue
1333 Grand Ave.
Sacramento CA 95838

Holy Cross
800 Todhunter AVe
West Sacramento CA

Howe Ave
1111 Howe Ave #630
Sacramento, CA 95825

Hurley
3205 Hurley Way
Sacramento CA 95864

Industrial
8180 Industrial Pkwy
Sacramento, CA 95824

Marysville
715 C Street
Marysville CA 95901

McClellan
3144 Palm St. #826
McClellan Park, CA 95652

SALAM
4545 College Oak Dr.
Sacramento CA 95841

SHRA-Marina Vista
30 Seavey Circle
Sacramento, CA 95818

St. Anne's
7720 24th St
Sacramento, CA 95832

EL Camino
4813 El Camino Ave

Hillsdale
5655 Hillsdale Blvd
Sacramento CA 95842

Whitney
3532 Whitney Ave
Sacramento, CA 95821

Aspire
2520 33rd At.
Sacramento CA 95817

Appendix C: LCAP Summary

Successes

At California Innovative Career Academy, our goal is to provide increased services and resources that will set the foundation for the highest level of student achievement and accurately measuring performance is a large part of that goal. Due to the COVID-19 pandemic, there has been a suspension of data in the Dashboard. Instead, CICA uses local measures to indicate performance in each of the three goal areas.

Academic Performance

- 3,950 total number of CASAS math and reading assessments in 2021-2022.
- 54% of students with a pre- and post- CASAS test achieved a level gain.
- 29% increase in graduation number since last year. 118 graduates have walked the stage with their high school diploma in the 21-22 school year compared to 88 graduates in 2020-2021.
- 1,115 English Learners (ELs) now have access to supplemental literacy and advanced curriculum to provide English skill-specific content through ABC English and Burlington English.
- 1132 Chromebooks and 598 hotspots were distributed to students for equitable access to online learning.

Workforce Readiness

- 70 students are currently enrolled in career technical education and more students are learning about CTE opportunities through in class presentations, appointments with counselors, and through exposure to workforce chats.
- 26 students are enrolled in the workforce readiness class to help them gather the knowledge, skills, and training to be successful in the workplace. Three new CTE offerings were added including Multi-Craft Core Construction (MC3), Paraeducator pathway, and the introduction of internships.

Student Services

- 15 students received eyeglasses through our partnerships
- 50 students visited our mobile Clothing Closet and received free and much needed clothing items which includes winter wear, interview attire, formal wear, and children's and infant's clothes.
- 48 students received other services such as food, housing, delivery of technology, and more.

Identified Need

Through the use of the Comprehensive Adult School Assessment System (CASAS) we expect that we will see literacy, math and speaking skills improve by both individual students and all school reporting. Identified areas of need continue to be in the area of mathematics course completion. To accommodate this we are focusing on additional support in the form of tutors and extended access to direct support.

Steps to Address Learning Loss and Supporting Students

- High-dosage tutoring services were provided to all students online for academic support in any subject.
- Offering more instructional minutes during the day for IHS students from 60 minutes per week to 180 minutes or more.
- Increased number of paraeducators in classrooms.
- Former paraeducators were promoted to teachers offering better representation and even bilingual support in the classroom.
- Small group instruction on various subjects based on need.
- English Learner students at intermediate level now have earlier access to CTE programs

Appendix D: Board of Directors

From 2021-22 Audit Report

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
ORGANIZATION
June 30, 2022

Highlands Community Charter School [Charter #1674], is a Kindergarten through Grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on May 1, 2019 expiring June 30, 2026, pursuant to the terms of the Charter School Act of 1992, as amended.

California Innovative Career Academy [Charter #2072], is a Kindergarten through Grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on June 26, 2019 expiring June 30, 2026, pursuant to the terms of the Charter School Act of 1992, as amended.

The Board of Directors for the fiscal year ended June 30, 2022 was comprised of the following members:

Name	Office	Term	Term Expiration
Ernie Daniels	Corporate President	3 Years	July 9, 2023
Doyle Radford	Vice President	3 Years	February 4, 2024
Matt Powers	Corporate Secretary	3 Years	February 4, 2024
Sonja Cameron	Corporate Treasurer	3 Years	January 5, 2025
Sharon Rocco	Director	3 Years	May 6, 2024
Rick Jones	Director	3 Years	May 6, 2024
Mellonie Yang	Director	3 Years	January 5, 2025
Mary DeChance	Director	3 Years	December 3, 2023
Sondra Betancourt	Director	TBD *	N/A

*Sondra Betancourt was appointed by Twin Rivers Unified School District with no fixed term expiration

Administration

Name	Position
Murdock Smith	Executive Director/CEO
Matthew Lemos	Director of Fiscal Services

**2021-22 Highlands Community Charter and Technical Schools Audit report, page 16.*

Highlands Community Charter and Technical Schools
CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)
Annual Oversight Report 2021-22

Appendix E: Highlands Community Charter and Technical Schools (All) Statement of Financial Position

The 2021-22 year ended with total net assets of 21M. CICA had a cash positive $10.6 M and a liability-to-asset ratio of 19%. Anything less than a 40% ratio is a strong indicator of fiscal solvency.

Highlands Community Charter Institute (All)

Statement of Financial Position Audited Financial Statement	
	2021-2022
ASSETS	
Cash	10,600,751
Accounts Receivable	12,123,663
Prepaid	810,421
Investments	
Fixed Assets	2,396,554
Deposits	97,321
Total Assets	**26,028,710**
LIABILITIES	
Accounts Payable	1,372,946
Accrued Expense	2,926,410
Deferred Revenue	641,138
Total Liabilities	**4,940,494**
ASSETS & LIABILITIES	
Unrestricted-Board Designated	
Undesignated	18,296,772
Temporarily Restricted	2,791,444
Total Net Assets	21,088,216
Total Net Assets & Liabilities	26,028,710
Liability/Asset Ratio	**0.19**

*Highlands Community Charter and Technical Schools Audit Report Year Ended June 30, 2022

TRUSD OVERSIGHT REPORT

CALIFORNIA INNOVATIVE CAREER ACADEMY

California Innovative Career Academy

TwinRivers UNIFIED SCHOOL DISTRICT

2022-2023

This report summarizes data on activities from the 2022-23 school year for the California Innovative Career Academy Charter School and includes an update on the 2023-24 school year.

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Part 2: Student Outcomes and LCAP..... 04

Part 3: Fiscal Condition..... 06

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Highlands Community Charter and Technical Schools
California Innovative Career Academy

Prepared by: Sharilyn Warta
Date: June 1, 2024

Key Data Points	2021-2022	2022-2023	2023-2024
October Enrollment	780	2202	3180
Socioeconomically Disadvantaged	93.97%	94.88%	94.21%
English Learners*	46.28%	35.42%	75.66%

*CICA's English Learner enrollment is not captured in DataQuest, the District's verifiable data source. 23-24 EL data is populated from UPP counts. (https://dq.cde.ca.gov/dataquest/DQCensus/EnrELASLevels.aspx?cds=3476505&agglevel=District&year=2023-24)

Overview

The report will be divided into seven areas and are aligned with TRUSD board policy on charter oversight.

1. Compliance with Legal Requirements (Board Policy)
2. Student Outcomes and LCAP (Board Policy)
3. Fiscal Condition (Board Policy)
4. Key Elements Data
5. Site Visit Observations
6. Leadership Visits Meeting Summary
7. Appendix

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes outlined in the charter, both school-wide and for all groups of students served by the school. This determination shall be based on the measures specified in the approved charter and the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

Highlands Community Charter and Technical Schools
California Innovative Career Academy

PART I: COMPLIANCE WITH LEGAL REQUIREMENTS (BOARD POLICY)

Board Policy:

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

CICA reports they filed all required reports with their office, and there are no known violations of law. TRUSD reports that all required reports have been filed, and there are no known items to report.

PART 2: STUDENT OUTCOMES AND LCAP (BOARD POLICY)

Board Policy:

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both school-wide and for all groups of students served by the school. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

There are limited ways to measure student outcomes for CICA as students do not take the Smarter Balanced Summative Assessments like traditional K-12 schools. Data points from the most recent LCAP are included in this report.

California Workforce Innovation and Opportunity Act (WIOA)

CICA falls under the Workforce Innovation and Opportunity Act (WIOA). The California Workforce Innovation and Opportunity Act intersects with Title 3 (Postsecondary Education), Division 7 (Community Colleges), and Part 54.5 (Strong Workforce Program) of the California education code by promoting collaboration between educational institutions, workforce development agencies, and employers to provide individuals with the skills and training needed to succeed in the labor market.

While AB 1507 outlined restrictions to the geographic locations of charter schools, it did not change the geographic location exemption for charter schools operating in partnership with the Federal Workforce Innovation and Opportunity Act. This means WIOA schools may operate sites outside of the District's boundaries.

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Dashboard Alternative School Status (DASS)

CICA is one of the TRUSD independent charters that is DASS-designated.

DASS schools serve a specific population of students who may require additional educational approaches or support services. The DASS designation is intended to provide context for understanding the performance of these schools within the broader landscape of education in California. It acknowledges that these schools may have different performance metrics or expectations than traditional schools, due to the unique needs of the students they serve.

The DASS designation does not imply that the school's performance is inferior or deficient; rather, it recognizes the importance of considering the specific challenges and circumstances faced by the student population served. Using different measures, metrics, and targets, authorizers should evaluate DASS schools on outcomes under the same general categories. The measurements for each DASS school should be based on the population they serve.

The 2022 California School Dashboard (Dashboard) and Graduation Rate Additional Report now include the DASS one-year graduation rates for schools identified as DASS. DASS schools are alternative schools that mainly serve "at-promise" students and have met the DASS eligibility requirements. The DASS one-year graduation rate measures the percentage of students who were enrolled in grade twelve (including early grade eleven graduates) during the 2021–22 school year and earned a standard high school diploma, special education certificate of completion, California High School Proficiency Examination (CHSPE), or an adult education diploma. These students count as graduates for the purposes of the DASS one-year graduation rate.

Please note that due to the denial of California's waiver by the U.S. Department of Education in 2022, the DASS one-year graduation rate will not be used for accountability. Instead, it is provided for informational purposes only at the school level for DASS schools. In addition, DASS one-year graduates will not be used to calculate the outcomes of the College/Career Indicator for DASS schools in future Dashboards.

Highlands Community Charter and Technical Schools
California Innovative Career Academy

PART 3: FISCAL CONDITION (BOARD POLICY)

Board Policy

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

The TRUSD Executive Director of Fiscal Services conducts a detailed review of the budget, interim reports, and audit. TRUSD's Executive Director, Fiscal Services, and Director, Special Projects do a detailed review of the LCAP. CICA has a liability-to-asset ratio of 7.6%. Anything less than a 40% ratio is a strong indicator of fiscal solvency. CICA ended the 2022-23 year fiscally solvent with net unrestricted assets of $28.3M. CICA is fiscally solvent in the current and future years and has sufficient cash.

2022-23 End of Year Financial Position

Statement of Financial Position Audited Financial Statement						
		2020-2021		2021-2022		2022-2023
Cash	$	44,010	$	1,988,073	$	18,170,610
Accounts Receivable	$	961,017	$	5,198,890	$	15,439,315
Prepaid	$	12,773			$	148,649
Intercompany Receivable (pay	$	(950,000)				
Total Assets	$	67,800	$	7,186,963	$	33,758,574
Accounts Payable	$	33,139	$	112,710	$	2,533,524
Accrued Expense	$	161,139	$	998,554	$	44,588
Total Current Liabilities	$	194,278	$	1,111,264	$	2,578,112
Restricted			$	221,876	$	2,885,437
Unrestricted	$	(126,478)	$	5,853,823	$	28,295,025
Total Net Assets	$	(126,478)	$	6,075,699	$	31,180,462
Total Liabilities & Net Assets	$	67,800	$	7,186,963	$	33,758,574

*Independent Audit Report.

Highlands Community Charter and Technical Schools
California Innovative Career Academy

2022-2023 Expenditures

Approximately 63% of the expenditures are spent on salaries and benefits of employees.

CICA 2022-23 Expenditures*	Total	Prior Year
Certificated Salaries	$ 6,338,650	$ 3,411,929
Classified Salaries	$ 4,704,472	$ 2,362,846
Employee Benefits	$ 3,926,215	$ 2,018,489
Books & Supplies	$ 1,920,287	$ 283,791
Professional/Consulting/Operating Expenditures	$ 6,921,149	$ 3,106,784
Total	**$ 23,810,773**	**$ 11,183,839**
Total Employee Costs/Benefits	$ 14,969,337	$ 7,793,264
Total Employee Costs/Benefits as % of Total Expenditures	62.87%	69.68%

**Unaudited Actuals*

2023-24 First Interim Multi-Year Projection (MYP) Summary

Based on data submitted in December 2023 (First Interim Budget), CICA projects are to be fiscally solvent in 2023-24, 2024-25, and 2025-26 with a projected ending balance of $35M in 2023-24.

Statement of Financial Position				
	2022-23 Unaudited Actuals	CICA 1ST INTERIM MYP		
		2023-24	2024-25	2025-26
ADA/Projected ADA	2,737	3,200	3,840	4,609
Income	$ 48,936,454	$ 58,913,283	$ 73,053,990	$ 90,044,844
Expenditures	$ 23,810,774	$ 55,030,026	$ 62,470,109	$ 70,760,319
Income Less Expenditures	$ 25,125,680	$ 3,883,257	$ 10,583,881	$ 19,284,525
Beginning Balance	$ 6,054,781	$ 31,180,461	$ 35,063,718	$ 45,647,599
Ending Balance	$ 31,180,461	$ 35,063,718	$ 45,647,599	$ 64,932,124
Ending Balance as % of Expenses	131%	63.72%	73.07%	91.76%

Highlands Community Charter and Technical Schools
California Innovative Career Academy

PART 4: KEY ELEMENTS AND DATA

Enrollment by Ethnicity

Year	Total Students	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2023-24	3180	302	6	367	5	548	13	1716	210	13
2022-23	2202	190	7	279	3	411	22	1148	128	14
2021-22	780	177	9	121	1	234	9	191	29	9

**https://dq.cde.ca.gov/dataquest/dqcensus/EnrEthYears.aspx?cds=34765050139584&agglevel=School&year=2021-22&ro=y*

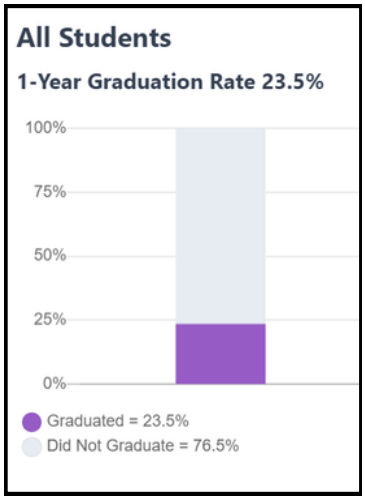
Other Key Data Elements

	2022-23 CICA Age Range				2023-24 CICA Age Range			
Age Group	Grade 9	Grade 10	Grade 12	Total Enrollment	Grade 9	Grade 10	Grade 12	Total Enrollment
22	14	2	9	25	18	2	11	31
23-29	339	50	171	560	384	72	218	674
30-39	575	108	281	964	837	210	438	1485
40-49	238	44	133	415	382	70	213	665
50+	139	33	66	238	181	37	107	325
Total	1305	237	660	2202	1802	391	987	3180

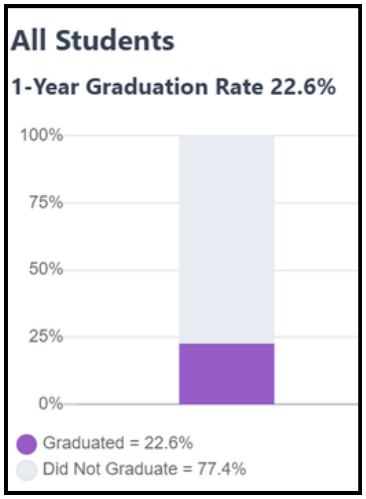
**https://data1.cde.ca.gov/dataquest/dqcensus/EnrAgeGrd.aspx?cds=34765050139584&agglevel=school&year=2023-24*

Graduation Data

2021-22



2022-23



The DASS 1-Year graduation rate data are displayed below for informational purposes only for local educational agencies and schools that support at-promise students in alternative school settings. The bar charts reflect the percentage of grade twelve students who received a high school diploma or an adult education diploma, completed a high school equivalency test, or earned the California High School Proficiency Examination (CHSPE) or Special Education Certificate of Completion during the academic year.

**https://www.caschooldashboard.org/reports/34765050139584/2023/academic-engagement#graduation-rate*

Highlands Community Charter and Technical Schools
California Innovative Career Academy

While much of CICA's student population are learning English, adult English learners are not considered English Learners for purposes of federal Title III funding or state-level accountability.

English Learners							
2022-23 English Learner	English Only	Initial Fluent English Proficien	English Learner	Reclassified Fluent English Proficient	TBD	Total	EL as % of Total
CICA	504	1	0	13	0	2,202	0.00%
TRUSD	16,237	650	9,254	3,401	55	37,651	56.99%
Sacramento Co.	158,835	8,283	44,193	27,560	715	247,646	27.82%
State	3,516,391	270,053	1,112,535	927,723	14,887	5,852,544	31.64%

*** LCFF Unduplicated Pupil Counts, CALPADS C/A 1.17*

Unduplicated Pupil Percentage (UPP)

CICA UPP increased by 0.74% from the 2022-23 year to the 2023-24 school year.

Unduplicated Pupil % Counts	2021-22	2022-23	2023-24
Total Enrollment	780	2,202	3,180
Free & Reduced Meal Program	703	1,826	2,920
Homeless	130	325	454
Unduplicated FRPM Eligible Count	709	1,881	2,935
English Learner (EL)	361	0	2,406
CALPADS Unduplicated Pupil Count (UPC)*	750	2,084	3,033
UPP %**	96.15%	94.64%	95.38%

**Students are counted once to arrive at this total*
***Funded UPP based on three year rolling average and may be capped at % of authorizing LEA*

Highlands Community Charter and Technical Schools
California Innovative Career Academy

PART 5: SITE VISITS

Background

As of June 5, 2024, MOU Amendment No. 3 between Highlands Community Charter and Technical Schools and TRUSD lists 20 student sites and 1 administrative site for CICA. (See Appendix B for a list of sites).

TRUSD requires the HCCTS administration to provide prior notification before closing or opening any sites. The District will determine if the addition of a new site constitutes a material revision.

During the 2023-24 school year, TRUSD contracted services with Ryland, Strategic Business Consulting to conduct the annual oversight visits. Scott Leaman, Financial Program Consultant, Ryland, Strategic Business Consulting completed 10 site visits for CICA facilities. The remaining facilities will be visited during the 2024-25 school year.

Sites Visited: 2023-24 School Year

1. Auburn: 4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841
2. Auburn: 4441 Auburn Blvd, Suite J, Sacramento, CA 95841
3. Del Paso (Calvary): 1100 Las Palmas Avenue, Sacramento, CA 95815
4. Florin Road: 3801 Florin Road, Suite 107, Sacramento, CA 95823
5. Maple: 3301 37th Avenue, Sacramento, CA 95824
6. Maple 2 (St. Rose): 5961 Franklin Blvd, Sacramento, CA 95824
7. Marysville: 715 C Street, Marysville, CA 95901
8. Norwood: 431 Hayes Avenue, Sacramento, CA 95838
9. SHRA - Marina Vista: 30 Seavey Circle, Sacramento, CA 95818
10. West Sacramento (Holy Cross): 800 Todhunter Avenue, West Sacramento, CA 95605

Summary of Visits

The onsite visits involve conversations with staff leadership, a walk of the facilities, and observations of the students and staff in their educational environment. Visitations only provide a snapshot of daily activities, and all efforts are made not to disrupt any learning. Overall, meetings with staff have been pleasant, informative, and welcoming.

Site Personnel:

- Staff at the sites appear dedicated. Based on the description of activities and observation, they are focused on students succeeding.
- All staff were welcoming and open about their program. They were excited to share their efforts and site activities.
- While some teachers hold traditional K-12 credentials, many teachers reported holding the Adult Education credential, but not a K-12 teaching credential.
- Site administrators hold a variety of degrees and credentials.

The "Summary of Visits" include details for both HCCS and CICA and were taken from Ryland Strategic Business Consulting end of year memorandum to TRUSD.

Highlands Community Charter and Technical Schools
California Innovative Career Academy

Program

- Overall, based on observation, programs consist of an English Learner Program, a High School diploma program, and Career Technical Education (CTE). There are other smaller or local programs and initiatives such as an Equity Program.
- The English Learner Program and High School Programs are taught in person under HCCS, and the I.S. online programs are under CICA. Both use a similar curriculum but are delivered in different formats.
- Many teachers and administrators cited strong curricular support through the Edmentum online high school program and "Theme Packets" that are authored by HCCTS staff. Staff also supplement their program with other resources.
- Many staff cited multiple staff development options offered by the school.
- Students in the English Learner Program are assessed throughout the year and placed in "levels" based on their proficiency. Levels 0-3 are in Independent High School (IHS), followed by a "Bridge" program, then high school.
- Grade level assignment is based on credits: ninth grade on the attainment of 50 credits, tenth is 51-149 credits and twelfth is 150-200 credits. There is no eleventh-grade offered.

Technology/Classrooms

- Almost all classrooms had a projector, strong internet service, student laptops (sometimes served by a central laptop cart), and school-issued phones.
- Classrooms were equipped similarly with tables, chairs, and wall colors, no matter where they were located.

Students

- The Student Intervention Team was cited often by staff as a referral for students in need. This team was described as guiding students to available resources.
- Although not visited, the staff stated that a laundromat is available to students in Sacramento.
- Daily student attendance for in-person programs (HCCS) is logged by a "Brain" scanning program or through paper. Online programs (CICA) have an Evidence of Progress standard in order to continue attending.
- Students appeared engaged and on task during their studies.
- The school serves only adult learners.

Overarching

- In-person program ADA (HCCS) was reportedly 50%. These programs appear to have a 15-day non-attendance notification process followed by a 20-day drop process. TRUSD with support and collaboration from HCCTS is performing a detailed review of the attendance practices via an outside auditor.
- Independent Study Program ADA (CICA) is reportedly at or near 90%. These programs appear to have an "Evidence of Progress" requirement before dropping a student, or placing them on a Leave of Absence, as described by the school.

The "Summary of Visits" include details for both HCCS and CICA and were taken from Ryland Strategic Business Consulting end of year memorandum to TRUSD.

Highlands Community Charter and Technical Schools
California Innovative Career Academy

- There is no eleventh-grade offered. Programmatically, state academic assessment through the California Assessment of Student Performance and Progress (CAASPP) is administered at this grade level. This assessment it the sole general statewide assessment of academic achievement administered at the high school level, however, it is not administered at HCCTS because they do not offer eleventh grade.

HCCTS staff and students appear focused on adult student success. None of the overarching comments should take away from the efforts observed of teachers, administrators and students supporting their educational success.

***"Summary of Visits" taken from Ryland Strategic Business Consulting end of year memorandum to TRUSD.*

Highlands Community Charter and Technical Schools

California Innovative Career Academy

PART 6: LEADERSHIP MEETING SUMMARY

Leadership

TRUSD met with Highlands Community Charter and Technical School's leadership team on Tuesday, November 14, 2023, via zoom. Present for HCCS were the following individuals:

- Murdock Smith, Executive Director
- Mayra Valdivia, Assistant Deputy Director
- Brian Hamilton, Assistant Deputy Director
- Isa Cacho, Director of Student Services
- Lee Farrand, Director of Workforce Solutions
- Christina Martinez, Director of Independent Study
- Melissa Roberson, Academic Programs Coordinator

Enrollment

Enrollment has continued to increase at a rapid rate for HCCTS . There are over 14,000 students enrolled in HCCTS throughout the state. Part of the growth is attributed to the Workforce Innovation and Opportunity Act which allows them to expand beyond the boundaries of their local governance agency.

Goals

HCCTS has a Career Technical Education goal of enrolling 85% of the students in a CTE program. To reach this goal the organization makes it a priority to communicate with each student about their needs and areas of interest. As of the date of this leadership meeting, HCCTS has surpassed this goal with 86% of students currently enrolled in a Workforce Readiness, CTE course program or pathway.

Academic achievement is another one of the organization's goals. The adult student population has a variety of barriers that prevent them from succeeding academically so HCCTS works hard to remove the obstacles. Some of the actions HCCTS has taken to remove barriers include adopting a culturally relevant curriculum, providing an easy transition from in-person to independent study, high dosage tutoring available throughout the day and evening, and hiring a Community School Coordinator.

Changes in Leadership

Currently, HCCTS is in the middle of a reorganization with an anticipated new organizational chart that better represents the roles. Updates are expected to take place during January 2024. In addition to this major change, HCCTS promoted Christina Martinez to the Director of Independent Study for CICA.

Student Recruitment

HCCTS does conduct some of the typical recruitment activities by partnering with local agencies, but most of the students come by referral and/or word-of-mouth.

Highlands Community Charter and Technical Schools
California Innovative Career Academy

Academics

To help students recover from the pandemic and mitigate learning loss, leadership focuses on professional development. Specifically, as it pertains to learning loss and chronic absenteeism. May and August PD was entirely focused on learning loss. A holistic approach was taken to address this issue with a focus surrounding empathy, and the ability to communicate and understand the diverse population of learners.

Other academic supports include high-dosage tutoring from 6:00 a.m. to 10:00 p.m., the Burlington English program for English Learners that helps to bring alignment across all content areas. The digital literacy boot camp continues to be a major support in the areas of academics as it removes technology barriers. The culturally relevant curriculum has also supported academic success for students.

This year HCCTS plans to increase the use of games in their homework assignments, especially for English Learners so they have fun ways to learn. They will also be expanding the use of the “Brain” application beyond collecting attendance and meeting compliance requirements to support the academic programs.

CTE Courses

This year HCCTS began to investigate a Personal Finance CTE course. While this is not officially a CTE course, it may be added shortly as they had 95 students enrolled. The highest interest appears to be in the Truck Driving CTE course which leads students to high-paying jobs and the Digital Navigator CTE courses which allow students to earn certificates from Google.

Facilities

Small upgrades such as painting, waxing floors, new carpet, and restroom upgrades have been made at various sites. As new sites are explored the organization looks for sufficient space for laundromats, exercise rooms, and spaces for student centers. We recommend that HCCTS follow the steps outlined in MOU Amendment No. 3 for opening new facilities.

Challenges and Successes Last Year

Murdock Smith cites the organization's greatest success from last year to be the strong team of leaders that have emerged over the past few years. They have made personal growth and taken ownership. The increased of diversity for principals, especially at CICA is another huge success. HCCTS desires to have staff demographics mirroring their student population. While the staff has continued to grow personally, staffing continues to be a challenge. The quick growth had made it difficult to keep up with the ever-growing needs.

Highlands Community Charter and Technical Schools

California Innovative Career Academy

PART 7: APPENDIX

Appendix A: Highlands Mission/Vision

Motto | Mission | Vision

MOTTO: IT'S NEVER TOO LATE!

VISION: TO ERADICATE EDUCATIONAL INEQUALITY.

MISSION:

WE ARE A DIVERSE COMMUNITY FOR SOCIAL JUSTICE, SERVING THE UNSERVED, PROVIDING ACCESS TO EDUCATION, TECHNOLOGY, COMMUNICATION, AND EMPLOYMENT FOR 21ST CENTURY ACHIEVERS. THROUGH COMMUNITY PARTNERSHIPS, WE WILL BUILD NEW LEGACIES LEADING TO SELF-SUFFICIENCY AND GENERATIONAL CHANGE.

**https://www.cicacademy.org/apps/pages/mvm (CICA Website)*

CDS Code: 34 76505 0139584

Highlands Community Charter and Technical Schools
California Innovative Career Academy

Appendix B: Locations/Sites

California Innovative Career Academy
1333 Grand Avenue
Sacramento, CA 95838
Phone: 916-844-2283

24th (St. Anne's)
7720 24th St
Sacramento, CA 95832

Auburn
4441 Auburn Blvd, Suites H/J/M
Sacramento, CA 95841

Bowling
7171 Bowling Drive, #1120
Sacramento, CA 95823

Calvary Christian
1100 Las Palmas Ave
Sacramento, CA 95815

Florin Rd
3801 Florin Rd. Suite 107
Sacramento, CA 95823

Hillsdale 2
5655 Hillsdale Blvd. Suite 9
Sacramento, CA 95842

Hurley
3205 Hurley Way,
Sacramento, CA 95864

Industrial Park
8180 Industrial Pkwy.
Sacramento, CA 95824

Jackson (Bethany)
9880 Jackson Rd
Sacramento, CA 95827

Lao Family – Oakland
2325 East 12th St.
Oakland, CA 94601

Lao Family – Oakland 2
8480 Edes Avenue
Oakland, CA 94621

Maple 2 (St. Rose)
5961 Franklin Blvd.
Sacramento, CA 95824

Marconi 2
3727 Marconi Ave
Sacramento, CA 95821

Marysville
715 C Street
Marysville, CA 95901

North Laguna 2
8211 Bruceville Rd, #125
Sacramento, CA 95823

O Street
1326 O Street
Sacramento, CA 95814

**Site/locations from HCCTS MOU Amendment No. 3, January 2024*

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix B: Locations/Sites

Rosemont (Saint John's)
8401 Jackson Rd.
Sacramento, CA 95826

West Sac (Holy Cross)
800 Todhunter Avenue
West Sacramento, CA 95605

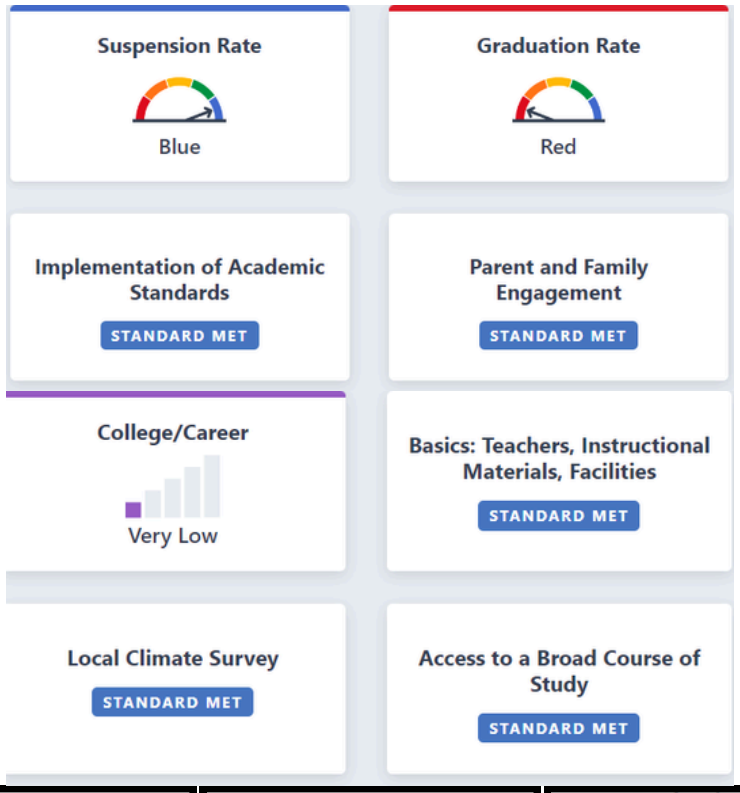
California Innovative Career Academy
(Non-Student Sites)
Howe Ave
1111 Howe Ave #630
Sacramento, CA 95825
Phone: 916-335-1771

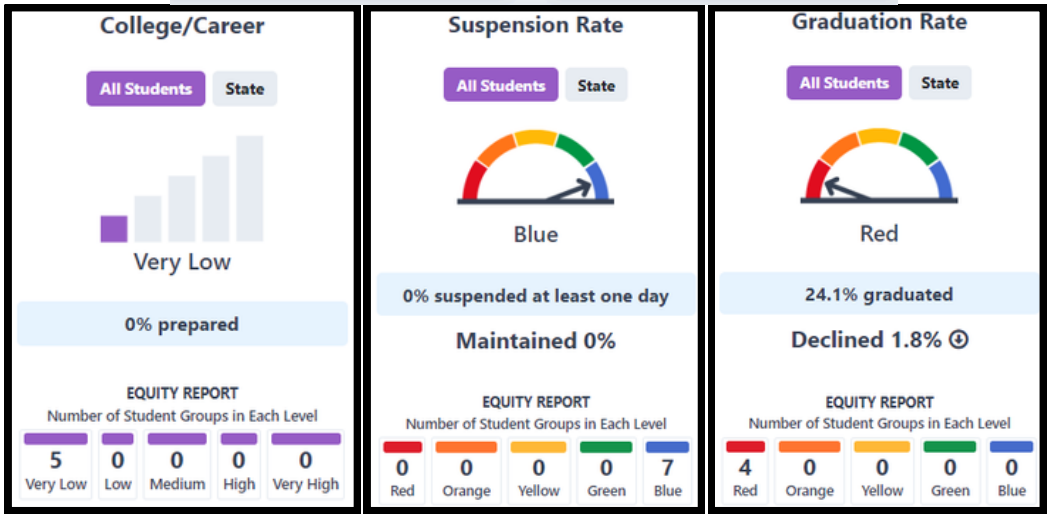
**Site/locations from HCCTS MOU Amendment No. 3, January 2024*

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix C: 2022-2023 California Schools Dashboard





RENEWAL IS PRESUMPTIVE

CDE
Performance Category
No performance category for DASS participating schools.

**https://www.caschooldashboard.org/reports/34765050139584/2023*

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix D: Highlands Community Charter and Technical Schools Board of Directors

Highlands Community Charter and Technical Schools
Local Education Agency Organization Structure
June 30, 2023

ORGANIZATION

The Organization operates two schools in California. Each school is operated on the same tax identification number as the Organization. Charters were granted for each school for up to five years, with an opportunity for renewal. Charters may be revoked by the charter authorizer for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2023, the schools operated by the Organization were as follows:

Charter School Name	Charter Number	Sponsoring District	Charter Expiration	Grades Served	Students Served
Highlands Community Charter School	1674	Twin Rivers Unified School District	June 30, 2027	9-12	6,749
California Innovative Career Academy	2072	Twin Rivers Unified School District	June 30, 2027	9-12	2,202

GOVERNING BOARD

MEMBER	OFFICE	TERM EXPIRES
Ernie Danies	Corporate President	July 9, 2023
Doyle Radford	Vice President	February 4, 2024
Matt Powers	Corporate Secretary	February 4, 2024
Sonja Cameron	Corporate Treasurer	January 5, 2025
Sharon Rocco	Member	May 6, 2024
Rick Jones	Member	May 6, 2024
Sondra Betancourt	Member	December 31, 2023
Mellonie Yang	Member	January 5, 2025

ADMINISTRATION

Murdock Smith	Executive Officer
Matthew Lemos	Director of Fiscal Services

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix E: Leadership Discussion Questions

I. **Introductions**
II. **Overview**
    a. Outline any changes in Leadership
    b. Enrollment
    c. Organization's Goals
III. **Staff**
    a. Professional Development Plan
    b. Process to recruit and retain staff
IV. **Academics**
    a. Outline most utilized and successful **academic** supports
    b. Describe any **academic** supports that will be increased or added this year
V. **College & Career Readiness**
    a. Graduation
    b. CTE Courses
VI. **Other**
    a. Chronic Absenteeism
        i. Actionable Steps to Reduce Chronic Absenteeism Rates
    b. Suspension Rates
        i. Discuss suspension rates
        ii. Describe actions to reduce disciplinary disproportionalities
    c. Other Student Supports
        i. Outline programs/actions that were most successful in supporting **other** student needs (nutrition, school supplies, SEL, technology training, etc.)
        ii. Describe any programs or actions that were recently added to support **other** student needs (nutrition, school supplies, SEL, technology training, etc.)
    d. Facilities
        i. Describe any major facility updates or plans to update facilities.
VII. **Summary**
    a. Describe the organizational greatest successes last year
    b. Describe the organizations greatest challenges last year

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix F: Current Concerns

FINANCE

Enrollment

- Attendance reporting appears to be close to 100%.

Attendance

- Concerns surrounding attendance-taking procedures, accurate tracking of attendance, and proper reporting. The District has secured an outside attendance auditor to investigate these items further.

Budget

- None

Grade Levels

- Lack of clarity regarding goals for program completion. (i.e., the length of time students are enrolled in programs.)
- The majority of students are not enrolled in a High School Diploma program, but rather in an English Learner program. However, all students are reported in grades 9, 10, and 12.

Student Code

- Enrollment and dis-enrollment data concerns for 2022-23 and 2023-24 years.

McKinney-Vento

- None

ACADEMICS

Grade Placement & Transition

- Absence of 11th grade in the High School program
- Unclear transition tracking or path from grade to grade
- Enrollment in English Learner Program, but reported in grades 9, 10, and 12.
- 9th Grade enrollment percentages have steadily increased for the last 3 years (2021-22 =82%, 2022-23 = 92% and 2023-24 = 95%) while 12th-grade enrollment has steadily decreased over the past 3 years (2021-22 = 16%, 2022-23=6%, and 2023-24=2%). It is concerning that students are not progressing to the next grade levels.

Graduation Rates

- How is progress being measured?
- Low graduation rates as reported to the California Schools Dashboard.

LCAP

- 2023-24 Year: Average Credits earned toward graduation decreased by over 50%
- 2023-24 Year: The required items and descriptions are not completed. These need to be completed for each contributing action to justify the implementation to address the needs of unduplicated students.

***Current Concerns**: a summary of current concerns identified through ongoing oversight activities or complaints reported to the District.*

Highlands Community Charter and Technical Schools
California Innovative Career Academy

- 2023-24 Year: Goal 3 Metrics: Since the goal has a statement regarding chronic absenteeism, there must be a metric associated with chronic absenteeism. This is a state dashboard metric so that would be the recommended metric.

Measurable Pupil Outcomes

- The current petition states that CICA will "compile and provide to Twin Rivers Unified School District an annual performance report", however, the District has not received any data from CICA. Specifically, the District requires performance data from the Comprehensive Adult Student Assessment System (CASAS). This makes it difficult for the District to track academic progress.
    - The district is committed to working with CICA to identify specific DASS metrics as outlined in Ed. Code, but requests that CICA immediately begin submitting an annual performance report as outlined in the current petition.

GOVERNANCE AND OPERATIONS

Employee Complaints

- How are employees notified of the complaint process?
- Is there a consistent and acceptable system to investigate all complaints?
- The District is concerned about complaints being missed due automatic misfiling of emails into the HR spam folders. As of the date of this report, the District is aware of one such incident.

Facilities

- HCCTS does not provide prior notification before sites are closed.
- HCCTS does not provide appropriate prior notification before sites are opened as required by the current MOU.
- Multiple sites are located in religious buildings. While this is not prohibited by law, it raises constitutional religious entanglement and/or endorsement issues.

Job Descriptions

- None

Salary Schedules

- None

Hiring Process

- None

Student Expulsions

- None

Attendance Area

- None

Credentialing

- The District will continue to monitor the credentialing process and teacher mis-assignments to ensure HCCTS' plan to correct errors is successful.

***Current Concerns**: a summary of current concerns identified through ongoing oversight activities or complaints reported to the District.*





OVERSIGHT REPORT 2022-2023



Published June, 2024

TRUSD Oversight Report

California Innovative Career Academy Charter School

2023-2024

This report summarizes data on activities from the 2023-24 school year for the California Innovative Career Academy and includes an update on the 2024-25 school year.

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Part 2: Fiscal Condition 04

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Part 7: Appendix 24

- Appendix A: Motto, Mission and Vision
- Appendix B: TRUSD Authorized Sites/Locations
- Appendix C: 2023-2024 California Schools Dashboard
- Appendix D: DASS Agreed-Upon Metrics
- Appendix E: 2024-2025 Board of Directors
- Appendix F: Annual Leadership Meeting Agenda
- Appendix G: Site Visit Schedule
- Appendix H: Credential Monitoring Findings – Comparative Analysis
- Appendix I: LCAP Feedback
- Appendix J: Oversight Executive Summary
- Appendix K: Highlands Community Charter and Technical Schools Executive Summary

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Publish Date: *PENDING SUBMISSION OF 2023-24 AUDIT REPORT*

Prepared by:

- Kate Ingersoll, Executive Director, Fiscal Services, TRUSD
- Travis Burke, Executive Director Special Projects & Equity, TRUSD
- Layle Bojanski, Manager, TRUSD
- Sharilyn Warta, (Charter Oversight Contact Person), Project Manager, TRUSD

Support from:

- Ryland Strategic Business Consulting

Report Metrics and Categories

This report summarizes the results of oversight activities using the following metrics:

- **Renewal Track**: The status summarizes the charter schools standing in one of three areas (Academic, Governance and Operations, and Fiscal). There are three rankings for this criterion:
    1. **On Track**: The charter school is on track for renewal.
    2. **Progressing:** The charter school has areas that need to be addressed. If not addressed, the petition may not be renewed.
    3. **Off Track:** The charter school has significant areas of concern and may be considered for petition denial or revocation.

- **Executive Summary Categories**: These categories outline areas of strength, suggestions for improvement, recommended actions, and required actions in one of three areas (Academic, Governance and Operations, and Fiscal).
    - **Strengths:** Commendations and/or strengths noted during the oversight activities.
    - **Areas of Improvement:** Areas to consider improving or addressing. If not addressed, these may eventually move into the "Required Actions" or "Concern" categories.
    - **Required Actions**: Actions the charter is required to complete. If not addressed, these may move into the "Concern" category.
    - **Concern:** Items of concern identified during annual oversight activities. If not addressed, these items may result in a negative status change.

DRAFT

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Overview

The report will be divided into seven areas and are aligned with TRUSD board policy on oversight.

1. Compliance with Legal Requirements (Education Code)
2. Fiscal Condition (Education Code)
3. Student Outcomes (Education Code)
4. Key Elements and Data
5. Site Visit Executive Summary
6. Leadership Meeting Summary
7. Appendix A-K

Part 1: Compliance with Legal Requirements (Education Code)

The Superintendent or designee shall identify at least one staff member to serve as a contact person. ***(Education Code 47604.32(a)(1)):*** Sharilyn Warta, Project Manager is the TRUSD charter contact person.

Visit each charter school at least annually. ***(Education Code 47604.32(a)(2))*****:** See appendix G for the site visit schedule.

Part 2: Fiscal Condition (Education Code)

Ensure that each charter school under its authority complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Section 47606.5. ***(Education Code 47604.32(a)(3))***

- A Preliminary Budget (on or before July 1): **June 29, 2023**
- The Local Control and Accountability Plan (LCAP) and an annual update to the LCAP (on or before July 1): **June 29, 2023**
- Final Un-audited Report (On or Before September 15): **September 15, 2023**
- An Interim Financial Report (on or before December 15): **December 12, 2023**
- A Second Interim Financial Report (on or before March 15): **March 15, 2023**

**HCCTS reported the above submission dates to TRUSD.*

Highlands Community Charter and Technical Schools

California Innovative Career Academy

The chartering authority shall use any financial or other information it obtains from the charter school, including, but not limited to, the reports required by this section, to perform the duties described in subdivision (a) of Section 47604.32, including monitoring the fiscal condition of the charter school. ***(Education Code 47604.33(b)***

HCCTS reports they filed all required reports for their office, and there are no known violations of law for the 2023-24 school year. TRUSD reports that HCCTS failed to review and update the Comprehensive School Safety Plan (CSSP) by March 1st as required by Education Code Section 47605(c)(5)(F). This has been communicated to HCCTS through a Notice of Concern. Additional items of concern are recorded in the enclosed appendix J of this report. TRUSD also reports that HCCTS' 2023-24 Audit Report was still pending as of February 2025. (An extension was filed for by HCCTS for this report).

DRAFT

Highlands Community Charter and Technical Schools

California Innovative Career Academy

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

PENDING 23-24 AUDIT REPORT

Statement of Financial Position Audited Financial Statement			
	2021-2022	2022-2023	2023-2024
ASSETS			
Cash Accounts Receivable Prepaid Note Receivable Fixed Assets **Total Assets**			
LIABILITIES			
Accounts Payable & Unearned Revenue **Total Current Liabilities**			
NET ASSETS			
Unrestricted Restricted **Total Net Assets**			
Total Liabilities & Net Assets			
LIABILITY/ASSET RATIO			

**Independent Audit Report*

DRAFT

Highlands Community Charter and Technical Schools

California Innovative Career Academy

2023-2024 Expenditures

PENDING 23-24 AUDIT REPORT

2023-24 Expenditures*	Total	Prior Year
Certificated Salaries		
Classified Salaries		
Employee Benefits		
Books & Supplies		
Services and Other Operating Expenditures		
Capital Outlay		
Other Outgo		
Operating Transfer Out		
Total		

**Independent Auditor's Report*

2024-2025 First Interim Multi-Year Projection (MYP) Summary

PENDING 23-24 AUDIT REPORT

2023-24 Expenditures	Unaudited Actuals 2023-24	1st Interim Mid-Year Projections (MYP) 2024-2025	2025-2026	2026-2027
ADA/Projected ADA				
Income				
Expenditures				
Income Less Expenditures				
Beginning Balance				
Ending Balance				
Ending Balance as % of Expenses				

**Unaudited Actuals*

DRAFT

Unduplicated Pupil Percentage (UPP)

The Unduplicated Pupil Percentage Count (UPP) is used to calculate LCFF funding. This metric determines the percentage of students who fall into one or more of the following categories:

- **Low-Income (LI):** Students eligible for free or reduced-price meals under the National School Lunch Program (NSLP).
- **English Learners (EL):** Students who are not proficient in English and are designated as English learners.
- **Foster Youth (FY):** Students who are under the care of the state foster system.

The UPP term means that each student is only counted once, even if they fall into multiple categories. CICA's UPP increased by 0.74% from the 2022-23 year to the 2023-24 school year.

Unduplicated Pupil % Counts	2021-22	2022-23	2023-24
Total Enrollment	780	2,202	3,180
Free & Reduced Meal Program	703	1,826	2,920
Foster	0	0	0
Homeless	130	325	454
Direct Certification	3	13	21
Unduplicated Eligible Free/Reduced Meal Counts	709	1,881	2,935
English Learner Funding Eligible	361	1,684	2,406
Total Unduplicated FRPM/EL Eligible Count*	750	2,084	3,033
UPP %**	**96.15%**	**94.64%**	**95.38%**

Students are counted once to arrive at this total **Funded UPP based on three year rolling average and may be capped at % of authorizing LEA * https://www.cde.ca.gov/ds/ad/filescupc.asp*

DRAFT

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Part 3: Student Outcomes (Education Code)

California Workforce Innovation and Opportunity Act (WIOA)

CICA falls under the Workforce Innovation and Opportunity Act (WIOA). The California Workforce Innovation and Opportunity Act intersects with Title 3 (Postsecondary Education), Division 7 (Community Colleges), and Part 54.5 (Strong Workforce Program) of the California education code by promoting collaboration between educational institutions, workforce development agencies, and employers to provide individuals with the skills and training needed to succeed in the labor market.

While AB 1507 outlined restrictions to the geographic locations of charter schools, it did not change the geographic location exemption for charter schools operating in partnership with the Federal Workforce Innovation and Opportunity Act. This means WIOA schools may operate sites outside of the District's boundaries.

Dashboard Alternative School Status (DASS)

Until December 11, 2024, CICA had been a DASS designated school. DASS schools serve a specific population of students who may require additional educational approaches or support services. The DASS designation is intended to provide context for understanding the performance of these schools within the broader landscape of education in California. It acknowledges that these schools may have different performance metrics or expectations than traditional schools, due to the unique needs of the students they serve.

Due to the DASS designation, there are limited ways to measure student outcomes for CICA as students do not take the Smarter Balanced Summative Assessments like traditional K-12 schools. On November 8, 2024 TRUSD and CICA established agreed upon alternative metrics by which to measure student progress (Education Code 47604.33(c))7)). A list of these metrics is provided in the attached appendices.

On December 11, 2024 the California Department of Education notified CICA that the school is no longer eligible for the DASS status. This change does not affect the 2023-24 school year. Therefore, the agreed-upon DASS metrics will be included in this report.

DRAFT

Highlands Community Charter and Technical Schools

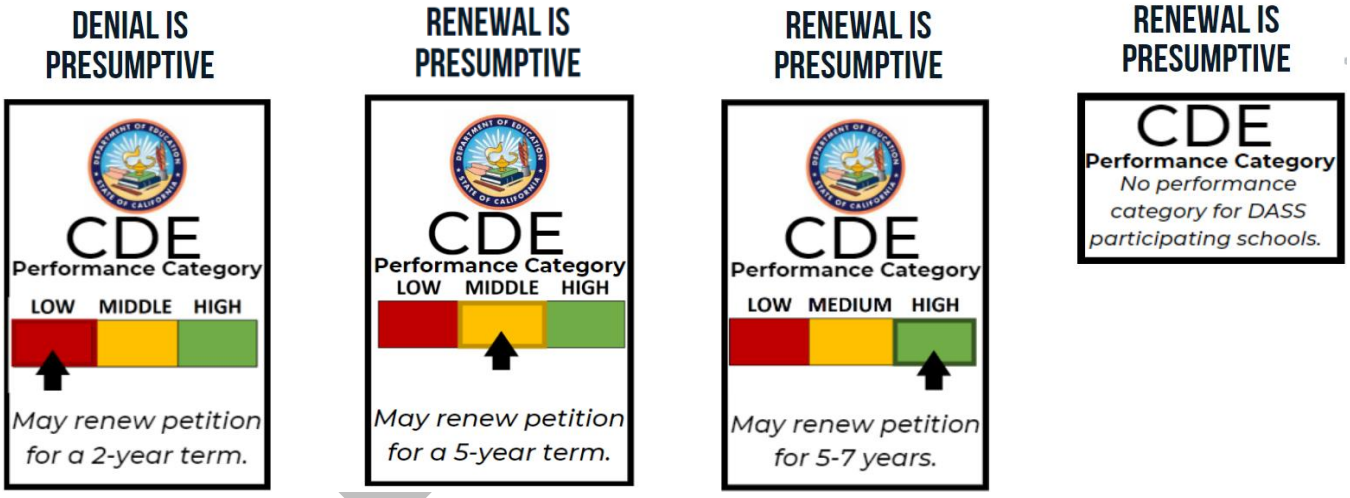
California Innovative Career Academy

California Schools Dashboard Performance Categories (New in 2024)

In March 2024, the California Department of Education announced the release of the "Charter School Performance Category". This is an additional criterion for determining whether to approve a charter renewal. The District must consider a charter school's placement under the performance categories based on the school's performance on the California School Dashboard.

Under this criterion, non-DASS schools are placed into one of three performance categories:

- High: A charter school in this category is eligible for a five-, six-, or seven-year renewal term. It is assumed that the petition will be renewed for these schools, although they may be denied in rare cases.
- Middle: A charter school in this category may be renewed for a five-year term. t is assumed that the petition will be renewed for these schools, although they may be denied in rare cases.
- Low: A charter school in this category may be renewed for two years only if it meets the conditions under *Education Code* Section 47607.2(a)(4). It is assumed that the petition for these schools will be denied. (Only 10.4% of schools in California fell into this category for those whose renewals are due in 2024-25.) Low-track schools may only be renewed if:
    - The school creates an improvement plan that is approved by the Board of Trustees.
    - The school provides verifiable data with compelling evidence that the school is on an upward trajectory and students are making progress.



* https://www.cde.ca.gov/sp/ch/performcategorydf.asp

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Enrollment

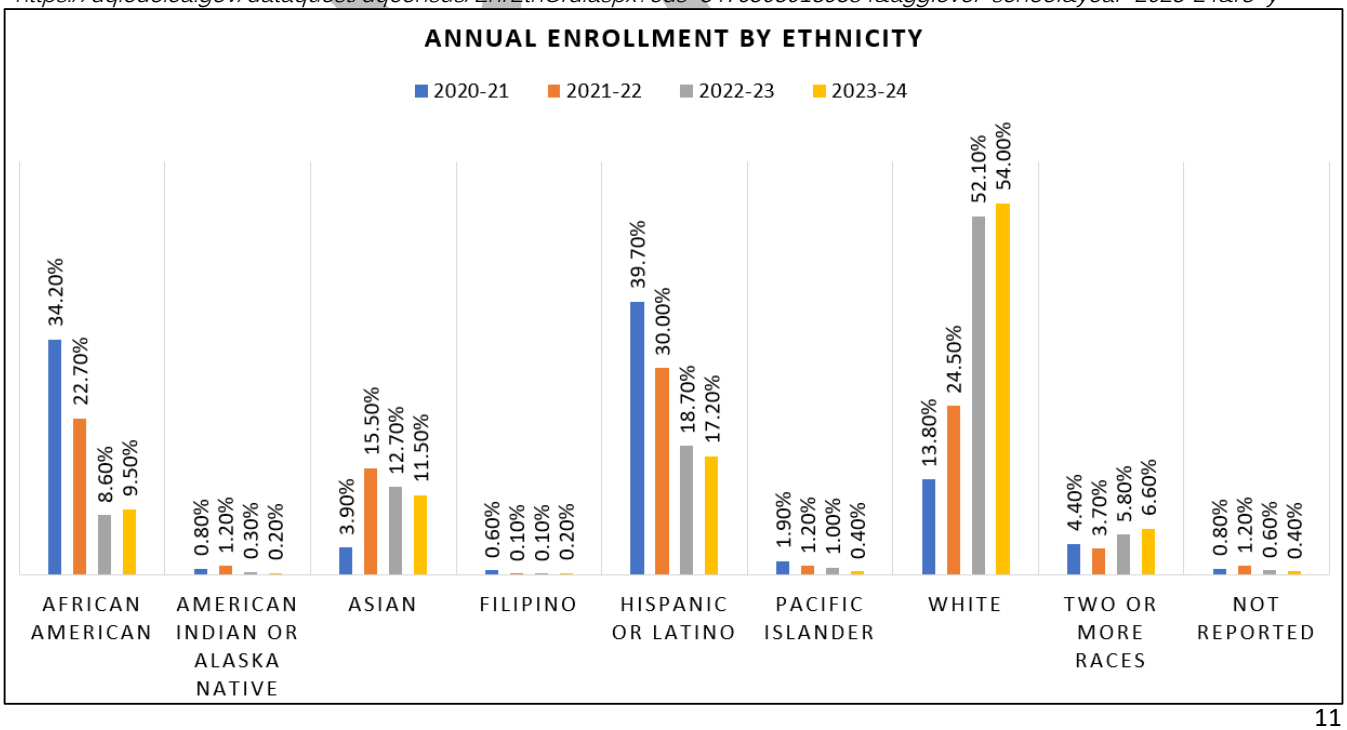
Key Data Points	2020-2021	2021-2022	2022-2023	2023-2024
October Enrollment	363	780	2,202	3,180
Socioeconomically Disadvantaged	93.1%	93.97%	94.9%	94.2%
English Learners	12.4%	46.3%	95.2%	75.7%

https://dq.cde.ca.gov/dataquest/dqcensus/EnrCharterSub.aspx?cds=34765050139584&agglevel=school&year=2023-24

**The California Department of Education's DataQuest website reports CICA's English Learner enrollment as zero. However, the CALPADS Unduplicated Pupil Count shows a total of 2,406 for LCFF English Learner Funding Eligible students. The above percentage for English Learners reflects the number reported in CALPADS.*

Academic Year	Total	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2023-24	3,180	9.50%	0.20%	11.50%	0.20%	17.20%	0.40%	54.00%	6.60%	0.40%
2022-23	2,202	8.60%	0.30%	12.70%	0.10%	18.70%	1.00%	52.10%	5.80%	0.60%
2021-22	780	22.70%	1.20%	15.50%	0.10%	30.00%	1.20%	24.50%	3.70%	1.20%
2020-21	363	34.20%	0.80%	3.90%	0.60%	39.70%	1.90%	13.80%	4.40%	0.80%

**https://dq.cde.ca.gov/dataquest/dqcensus/EnrEthGrd.aspx?cds=34765050139584&agglevel=school&year=2023-24&ro=y*

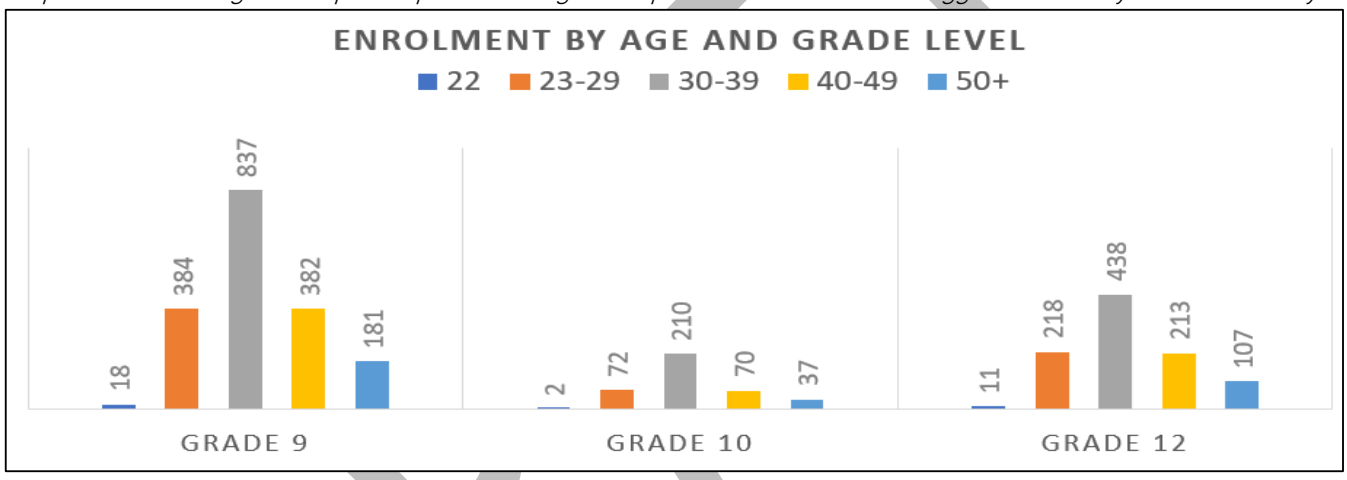


Highlands Community Charter and Technical Schools

California Innovative Career Academy

	2022-2023 School Year				2023-2024 School Year			
Age Group	Grade 9	Grade 10	Grade 12	Total	Grade 9	Grade 10	Grade 12	Total
22	14	2	9	25	18	2	11	31
23-29	339	50	171	560	384	72	218	674
30-39	575	108	281	964	837	210	438	1,485
40-49	238	44	133	415	382	70	213	665
50+	139	33	66	238	181	37	107	325
Total	1,305	237	660	2,202	1,802	391	987	3,180

**https://data1.cde.ca.gov/dataquest/dqcensus/EnrAgeGrd.aspx?cds=34765050139584&agglevel=school&year=2023-24&ro=y*



2023-24 DASS MEASURABLE PUPIL OUTCOMES

Academic Achievement – English Learners		Not Met	X	Met/Exceeded
Academic Achievement: High School & Bridge Program	X	Not Met		Met/Exceeded
Academic Improvement: English Learners		Not Met	X	Met/Exceeded
Academic Improvement: High School		Not Met	X	Met/Exceeded
Academic Improvement: Bridge Program		Not Met	X	Met/Exceeded
Academic Improvement: Math Gains		Not Met	X	Met/Exceeded
Academic Improvement: DASS 1-Year Graduation Rate		Not Met		Met/Exceeded
Engagement: English Learners		Not Met	X	Met/Exceeded
Engagement: CTE and Workforce Readiness		Not Met	X	Met/Exceeded
Engagement: Graduates Completing CTE Program		Not Met	X	Met/Exceeded

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Academic Achievement (DASS Metric)

International High School (IHS), English Language Learners (Levels 0-3)

The percentage of CICA English Language learners with a pre and post-test achieving a Measurable Skills Gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

		2021-22	2022-23	2023-24
Level 1	Actual	0.00%	76.47%	78.90%
	Target	61.00%	30.50%	34.00%
DIFFERENCE		-61.00%	45.97%	44.90%
Level 2	Actual	0.00%	64.58%	84.55%
	Target	62.00%	30.50%	40.00%
DIFFERENCE		-62.00%	34.08%	44.55%
Level 3	Actual	33.33%	71.43%	77.53%
	Target	60.00%	34.50%	37.00%
DIFFERENCE		-26.67%	36.93%	40.53%

Did Not Meet Goal

Met

During the 2023-24 year, CICA exceeded California state targets by more than 40% for EL Learners with a pre and post-test measurable skills gains in levels 0, 1, 2, and 3.

Level 0 is combined with the level 1 data.

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

The percentage of CICA high school learners with a pre and pos-test, achieving a measurable skills gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

		2021-22	2022-23	2023-24
Level 4	Actual	67.16%	64.35%	64.41%
	Target	40.00%	40.50%	43.00%
DIFFERENCE		27.16%	23.85%	21.41%
Level 5	Actual	36.84%	43.64%	54.19%
	Target	42.00%	35.50%	42.00%
DIFFERENCE		-5.16%	8.14%	12.19%
Level 6	Actual	0.00%	0.00%	0.00%
	Target	40.00%	36.50%	43.50%
DIFFERENCE		-40.00%	-36.50%	-43.50%

Did Not Meet Goal

Met

During the 2023-24 year, CICA exceeded California state targets for EL Learners with a pre and post-test measurable skills gains in levels 4 and 5. Level 6 has not met California state targets for the past 3 years.

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Academic Improvement (DASS Metric)

International High School (IHS) with English Language Learners (Levels 0-3)

The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at CICA enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.

	2021-22	2022-23	2023-24
Actual	N/A	8.4	5.8
Target	N/A	2.0	2.0
Difference		**6.4**	**3.8**
Did Not Meet Goal			
Met			

During the 2023-24 year, CICA's average CASAS reading gain for ELL enrolled in International High School exceeded the target of 2 points by 3.8 points.

The percentage of CICA English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.

	2021-22	2022-23	2023-24
Actual	N/A	6.56%	52.19%
Target	N/A	5.00%	5.00%
Difference		**1.56%**	**47.19%**
Did Not Meet Goal			
Met			

During the 2023-24 year, the percentage ELLs in IHS level 3 moving to high school exceeded the target of 5% by 47.19%.

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

The average CASAS Reading Gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.

	2021-22	2022-23	2023-24
Actual	5.7	6.3	4.9
Target	2.0	2.0	2.0
Difference	**3.7**	**4.3**	**2.9**
Did Not Meet Goal			
Met			

During the 2023-24 year, CICA's average CASAS reading gain for ELLs enrolled in High School exceeded the target of 2 points by 2.9 points.

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The average CASAS math gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.

	2021-22	2022-23	2023-24
Actual	2.5	2.6	3.9
Target	2.0	2.0	2.0
Difference	**0.5**	**0.6**	**1.9**
Did Not Meet Goal			
Met			

During the 2023-24 year, CICA's average CASAS math gain for ELLs enrolled in high school exceeded the target of 2 points by 1.9 points.

The DASS 1-year Graduation Rate for CICA learners will meet or exceed 20% as reported in California School Dashboard.

	2021-22	2022-23	2023-24
Actual	23.50%	22.60%	
Target	20.00%	20.00%	
Difference	**3.50%**	**2.60%**	
Did Not Meet Goal			
Met			

**The California School Dashboard has not published the 1-year DASS rates as of February 2025. TRUSD will update this report with the metric once it is released. Release timeline is anticipated to be "early spring 2025".*

Student Engagement (DASS Metric)

International High School (HIS) with English Language Support (Levels 0-3)

The percentage of CICA students with a CASAS pre and post-test will meet or exceed 55% as, measured by NRS Data Integrity in TOPSpro Enterprise.

	2021-22	2022-23	2023-24
Actual	50.75%	45.55%	65.57%
Target	55.00%	55.00%	55.00%
Difference	**-4.25%**	**-9.45%**	**10.57%**
Did Not Meet Goal			
Met			

During the 2023-24 year, the percent of CICA students with a CASAS pre and post-test exceeded the 55% target by 10.57%

CTE & Workforce (DASS Metric)

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

The percentage of 12th grade CICA high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.

Highlands Community Charter and Technical Schools

California Innovative Career Academy

	2021-22	2022-23	2023-24
Actual	19.00%	16.00%	19.00%
Target	10.00%	10.00%	10.00%
Difference	**9.00%**	**6.00%**	**9.00%**
Did Not Meet Goal			
Met			

During the 2023-24 year, the percent of CICA's 12th grade students enrolled in a CTE program exceeded the 10% target by 9%.

High School Graduates Completing CTE Program

The percentage of CICA high school graduates who complete a CTE program will meet or exceed 2% as measured by Graduate CTE Completers in PowerSchool.

	2021-22	2022-23	2023-24
Actual	11.00%	7.00%	2.00%
Target	2.00%	2.00%	2.00%
Difference	**9.00%**	**5.00%**	**0.00%**
Did Not Meet Goal			
Met			

During the 2023-24 year, the percent of CICA's high school graduates who completed a CTE program met the target of 2.00%

The TOPSpro Enterprise is a software used for data submission to the National Reporting System (NRS). This software integrates with the Comprehensive Adult Student Assessment Systems (CASAS), which is approved by the California Department of Education (CDE) as the primary assessment tool for measuring literacy gains in adult basic education.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Part 5: Site Visit Summary

Introduction

This section of the Charter School Oversight report has been created in collaboration between Ryland Strategic Business Consulting (Ryland SBC) and the Twin Rivers Unified School District (District). Ryland SBC has been contracted by the District to conduct charter oversight site visits, record observations, and create an Executive Summary for each Direct Funded ("Independent") Charter School under the District's authority.

Background

The purpose of this section of the report is to summarize the observations, notes, and recommendations from the 2024-25 leadership meeting and site visits conducted for the California Innovative Career Academy (CICA). CICA is managed by Highlands Community Charter and Technical Schools (HCCTS). The information provided in this section is designed to support the District's oversight responsibilities in monitoring academic performance and governance practices and measure the charter school's performance toward goals.

Methodology

Site visits were arranged with site coordinators or district office staff. Visits took place throughout California from 3/4/2024 through 11/6/2024. Each visit was comprised of three elements: A meeting with the site leadership team, classroom visits, and a tour of the campus. Information was collected using interviews, observation, document analysis, inquiry, and research.

Leadership Meetings

The site principal or director attended every leadership meeting, demonstrating strong commitment to the CICA program. Staff members at the sites were dedicated, welcoming, and eager to share their efforts and activities.

Over fifteen on-site leadership meetings were conducted, serving as the foundation for site visits. These meetings covered key topics, including site enrollment, Average Daily Attendance (ADA), student enrollment duration, disenrollment procedures, grade levels served, and specific supports for homeless students and English Learners (EL). Discussions also addressed challenges and successes.

Administration is assigned by grade level rather than by site, which made collecting some information difficult. Additionally, students are assigned by grade level rather than geographical area, making it challenging for them to visit their teachers in person when needed.

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Physical Plants Summary (see Appendix for complete list)

The school sites were located in a variety of settings, including strip malls, churches, mosques, repurposed church schools, office buildings, repurposed traditional school sites, community centers, a college, and even a baseball field. Some active religious sites rented by CICA contained religious objects in classrooms and other areas.

Most sites consisted of two to five classrooms, with Grand Avenue (1333 Grand Ave.) being the only comprehensive site. Grand Ave housed administration, support personnel, a laundry facility for student use, a daycare, and Career Technical Education (CTE) programs.

During the visitation period, the site list underwent several changes. Some locations were listed as open but were not (e.g., 24th Street, North Laguna), while others were open but not listed (e.g., San Pablo). Additionally, a baseball field in Marysville was listed as a site, but workers on-site reported that no classes were held there. HCCTS has since notified the District that this location has been closed.

Classroom Summary

CICA classrooms and teaching spaces varied, as the program is taught online. In some locations, teachers had full classrooms, while in others, they worked from a single desk.

In dedicated CICA spaces, posters explaining HCCTS programs or other materials were displayed.

Instructional Practices

CICA serves students aged 22 and older who have not earned a high school diploma. Its foundational programs include the Independent High School (IHS) English Learner program, a high school diploma completion program, and the Bridge Program, which connects the two. Additionally, Career Technical Education (CTE) programs and equity initiatives are available.

Students in the English Learner program are assessed throughout the year and placed into proficiency levels (0–3) within IHS before progressing to the Bridge program and, eventually, the high school diploma program. Grade-level placement is determined by credits earned: ninth grade includes up to 50 credits, tenth grade ranges from 51–149 credits, and twelfth grade spans 150–200 credits. Notably, there is no eleventh-grade classification. To earn a high school diploma, students must complete 200 credits across 11 subject areas, including English, math, science, history, government, economics, workforce readiness, and CTE or electives.

CICA requires students to attend classes online, though many teachers encourage them to visit their classroom or workstation. IHS students must attend at least one session per week, though two sessions are recommended. Students in the Bridge and high school completion programs follow a more flexible structure, aiming to complete one credit per week and meeting with their teacher online at designated

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times. If students do not meet attendance expectations, classroom teachers and site administrators attempt to contact them through various methods.

IHS CICA classes observed mirrored traditional classroom environments, incorporating a variety of instructional practices in an online group setting. In contrast, the Bridge and high school completion programs followed a more individualized approach, with teachers working one-on-one with each student.

CTE classrooms were designed to replicate real-world work environments, with some students also receiving instruction at business locations. Unlike IHS and high school diploma classes, CTE courses typically had much smaller enrollments.

While some teachers hold traditional K-12 credentials, many reported holding an Adult Education credential instead. Despite this, they are responsible for assigning credit for high school courses. Site administrators hold a variety of degrees and credentials.

Curriculum and Content

Teachers and administrators emphasized strong curricular support from the Edmentum online high school program and custom theme packets developed by HCCTS staff, supplemented with additional teacher-selected resources. ABC Curriculum and Burlington Math were also available to teachers. Staff had access to a wide range of professional development opportunities.

Students in IHS were assessed at least three times a year to determine their proficiency level (0–3). This process continued until they reached level 4, or Bridge. As long as they maintained enrollment, they could continue in the program. In the Bridge and high school completion programs, progress was measured by credit completion, though no specific credit attainment rate was shared.

CTE classes were available in over 30 fields, including culinary arts, early childhood education, fitness, construction, finance, truck driving, welding, barbering, beauty, and more.

School Culture

All sites were welcoming, and students remained focused on learning English, earning credits, or completing high school. The school's motto, *"It's Never Too Late,"* was reflected in the dedication of the adult learners observed. Students were supported by caring teachers and administrators who were enthusiastic about their programs. Both students and staff demonstrated flexibility in adapting to various classroom configurations and locations.

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Support Services

In the Bridge and high school completion programs, each student was assigned a teacher who monitored their credit acquisition and attendance. Those with social needs were referred to the School Intervention Team (SIT), which connected them with social services.

Many school sites had small food pantries and free clothing distribution. Some locations also featured student centers that provided additional support. Language Navigators (LN) assisted non-native English speakers with interpretation, while Digital Navigators (DN) helped students with technology issues. The Grand Ave site offered a laundromat, and childcare was available at select locations. A fitness center was accessible to students who could travel to Sacramento. Additionally, all students received free phones with internet and cellular service.

CICA students were also eligible to participate in the HCCTS Equity Initiatives Program, which aimed to increase high school graduation rates among African American males, Latinx males, and women of color aged 22 and older. This program provided mentorship, skill-building, networking events, and individualized career pathways to help students secure meaningful employment.

Challenges & Successes

Many principals cited the need for additional classroom and teaching spaces due to increased enrollment. Administrators noted that social challenges often impacted students' ability to attend class, though a Leave of Absence (LOA) option was available for breaks in enrollment. Teaching new English Learners in an online environment was also a challenge, and some students struggled with transitioning from a guided online environment to Edmentum for Bridge and high school completion.

Despite these challenges, several successes were highlighted, including increased enrollment, student enthusiasm, staff dedication, program expansion, and strong support for students pursuing a high school diploma. The school also played a vital role in serving the immigrant community. Additionally, the online format provided students with the flexibility to complete their studies remotely.

Findings

<u>Commendations</u>

- CICA has one of the most unique charter school missions in California.
- Students enroll with clear goals—learning English, completing high school, or acquiring job skills.
- Staff members are dedicated, caring, and committed to meeting student needs.
- CICA has experienced significant enrollment growth in recent years.
- The curriculum team develops specialized instructional materials for teachers, and ongoing professional development opportunities are provided.
- Staff seemed happy to be a part of the school and its mission.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Observations

- Enrollment growth has strained CICA systems, a challenge further compounded by its large geographic footprint across California.
- Despite being categorized as a high school, CICA does not offer an 11th grade
- The graduation rate was 16.9% in 2023-24.
- Some classrooms and meeting spaces contained religious symbols.
- Classroom/teaching space was often cited as ongoing issues.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Part 6: Leadership Meeting Summary

Leadership Present

Twin Rivers Unified School District (TRUSD) and its representatives meet with the Highlands Community Charter and Technical School's (HCCTS) leadership team on Monday, September 16, 2024. Representing CICA were Bill McGuire, Executive Director, Maya Valdivia, Deputy Director, Brian Hamilton, Deputy Director, Brian Davis, Associate Deputy Director, Andrew Michaud, Associate Deputy Director, Isaura Cacho, Associate Deputy Director, Christina Martinez, Associate Deputy Director, Melissa Roberson, Director of Accountability, and Shaina Miranda, Executive Assistant.

Changes in Leadership

The board approved a new leadership structure which includes an Executive Director, two Deputy Directors, four Associate Deputy Directors, one Director of Finance and one Director of Human Resources. All individuals in these positions are new since the last annual meeting with TRUSD.

Strategic Planning and Initiatives

A board retreat was recently completed to gather input on strategic planning. They have identified workforce and CTE as high priorities. No new initiatives will be started this year. HCCTS reported that facilities are being analyzed to insure they are appropriate. All enrollment was paused the prior month, and the school is evaluating their absence policy. A lottery process with be used for new enrollments. An inquiry was made concerning expulsions, and it was shared the school has a policy, but no one has been expelled.

Staff

All staff participate in professional development two times a year in the fall and spring. The content this year focused on Independent High School and level assessments along with updating pupil placement assessments. To recruit staff, the school attends multiple job fairs and other events. The school shared they pay high salaries to retain staff. All principals have been trained in restorative practices and town halls are held to co-create solutions. Collaborative circles are in place to assist with communication and practices.

Academics

Staff have been trained on level assessments and high school students are administered assessments in math and reading. The school is analyzing the Dashboard Alternative School Status (DASS) metrics as it relates to graduation rates and other achievement. The school is examining achievement in many areas including reading, EL classification, and other areas. Students with 60 credits left to graduate will become a new focus with supports to help them graduate. 5,500 students have passed the civics

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assessment, which is aligned to the Comprehensive Adult Student Assessment System (CASAS). The collaboration with American River College is ongoing and 40 students are enrolled. They are examining English Learner supports stated that they would like to begin using ELPAC as soon as possible. Although, the District notes that the California Department of Education declined this request as the ELPC is not designed for students over 21 years of age. The school is using an MTSS approach to support students.

Operations

The school encountered accelerated growth and wants to improve their attendance rate. HCCTS stated they are working to hire additional staff and the viability of current positions is being examined. An updated planning process for the safety plan has been attained. The school is seeking feedback from students and staff.

Successes

HCCTS shared serving students and the community is seen as a success. The school has an emphasis on students' stories. Staff stated that they heard many positive stories last year.

Challenges

Murdock Smith leaving was seen as a challenge. A new organizational structure is being implemented. Audits and notifications from many entities are taking time.

School/District Relationship

The need for more structure and systems was discussed. There will be changes causing the district to evaluate how the school and district relationship operates in the oversite role.

Oversight

The District will be increasing oversight activities in the upcoming year and will communicate changes in the process as it is updated.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Part 7: Appendix

Appendix A: Motto Mission and Vision

Motto

It's Never Too Late…

Vision

To eradicate educational inequality and promote workforce success.

Mission

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

** https://hccts.org/motto-vision-mission/ (HCCS Website)*

CDE Code: 34 76505 0139584

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix B: TRUSD Authorized Locations/Sites

On October 17, 2024 the HCCTS Board of Trustees approved an updated site list that included 18 CICA addresses which are not part of the approved MOU Amendment No. 3. In doing so, HCCTS' Board did not follow the agreed upon terms as outlined in the above-mentioned Amendment (Item 2. A "Facilities"). See appendix J "CICA Oversight Executive Summary" for additional information.

Site Name	Address	HCCTS Board Approved	Approved (MOU Amendment No. 3)
33rd St. (Previously Oak Park)	2520 33rd St, Sacramento, CA 95817	Yes	No
24th Street,	7720 24th Street., Sacramento, CA 95832	No	Yes
*9th Ave. (Previously San Diego)	406 9th Avenue, San Diego, CA 92101	Yes	No
Advance Beauty College – Provided copy of MOU effective 9/22 for HCCS, not HCCTS	10121 Westminster Ave., Garden Grove, CA	Yes	No
*American River Dr. (Previously American River)	3600 American River Dr., Sacramento, CA	Yes	No
Auburn Blvd. (Previously Auburn)	4441 Auburn Blvd, Sacramento, CA 95841	Yes	Yes
*Arden Way *(Warehouse/Receiving) (Previously Arden)*	901 Arden Way, Sacramento, CA 95815	Yes	No
Asher – "Training Agreement" between **HCCS** and Asher College dated 8/22/2016 (Not HCCTS. This pre-dates CICA)	1215 Howe Ave., Sacramento, CA 95834	Yes	No
* Boxwood St. (23X Studio) (Previously Arden 2)	2260 Boxwood Street, Sacramento, CA 95815	Yes	No
C St. (Previously Marysville)	715 C Street, Marysville, CA 95901	Yes	Yes
*Capitol Mall (Previously Capitol Mall)	555 Capitol Mall, Sacramento, CA 95814	Yes	No

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California Innovative Career Academy

Site Name	Address	HCCTS Board Approved	Approved (MOU Amendment No. 3)
* Fair Oaks Blvd. (23X Studio and Wellness Center) (Previously Fair Oaks)	2310 Fair Oaks Blvd, Sacramento, CA 95825	Yes	No
Federico MOU dated January 13, 2023 between HCCTS and Federico Beauty Institute. Both signatures present but date missing from HCCTS.	1515 Sports Drive, Sacramento, CA 95834	Yes	No
Florin Rd.	3801 Florin Road, Sacramento, CA 95823	Yes	Yes
Folsom Blvd. 10017	10017 Folsom Blvd, Sacramento, CA 95827	Yes	No
Folsom Blvd. 10013 (new additional building)	10013 Folsom Blvd, Sacramento, CA 95827	Yes	No
Franklin Blvd. (Previously Maple 2 (St. Rose))	5961 Franklin Blvd, Sacramento, CA 95824	Yes	Yes
Grand Ave.	1333 Grand Avenue, Sacramento, CA 95838	Yes	Yes
Hayes Ave. (Previously Norwood)	431 Hayes Avenue, Sacramento, CA 95838	Yes	No
*Hillsdale Blvd. (Wellness Center) (Previously Hillsdale)	5655 Hillsdale Blvd, Sacramento, CA 95842	Yes	Yes
*Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825	Yes	Yes
Industrial Pkwy. (Previously Industrial)	8180 Industrial Pkwy, Sacramento, CA 95824	Yes	Yes
Jackson Rd. *(Previously Jackson (Bethany)*	9880 Jackson Road, Sacramento, CA 95827	Yes	Yes
Las Palmas Ave. (Previously Del Paso (Calvary Christian))	1100 Las Palmas Avenue, Sacramento, CA 95815	Yes	Yes
Marysville Blvd. *(Previously Del Paso 2)*	3730 Marysville Blvd., Sacramento, CA 95838	Yes	No

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Site Name	Address	HCCTS Board Approved	Approved (MOU Amendment No. 3)
Marconi Ave. (Previously Marconi 2)	3727 Marconi Ave, Sacramento, CA 95821	Yes	Yes
Mixed – MOU DATED June 22, 2022 between HCCTS and Mixed Institute. This MOU is signed and dated by both parties.	5950 Florin Rd., Sacramento, CA 95823	Yes	No
Bruceville, (Previously North Laguna 2)	8211 Bruceville Rd, #125, Sacramento CA 95823	No	Yes
O St. *(Previously O Street)*	1326 O Street, Sacramento, CA 95814	Yes	Yes
Old Auburn Rd. (Previously Old Auburn)	7817 Old Auburn Road, Citrus Heights, CA 95610	Yes	No
*Raley Blvd. (Warehouse/Receiving) (Previously Raley Blvd)	4350 Raley Blvd, Sacramento, CA 95838	Yes	Yes
Rosemont *(Previously Rosemont (St. John's))*	8401 Jackson Rd., Sacramento, CA 95826	Yes	Yes
Seavey Circle *(Previously SHRA – Marina Vista)*	30 Seavey Circle, Sacramento, CA 95818	Yes	No
Todhunter Ave. (Previously West Sac (Holy Cross))	800 Todhunter Avenue, West Sacramento, CA 95605	Yes	Yes
Unitek MOU states that it is effective as of the date of the "last signature". Not signed by the college. Only signed and dated by Murdock Smith.	4330 Watt Ave., Sacramento, CA	Yes	No

**Indicates administration sites per MOU Amendment No. 3.*

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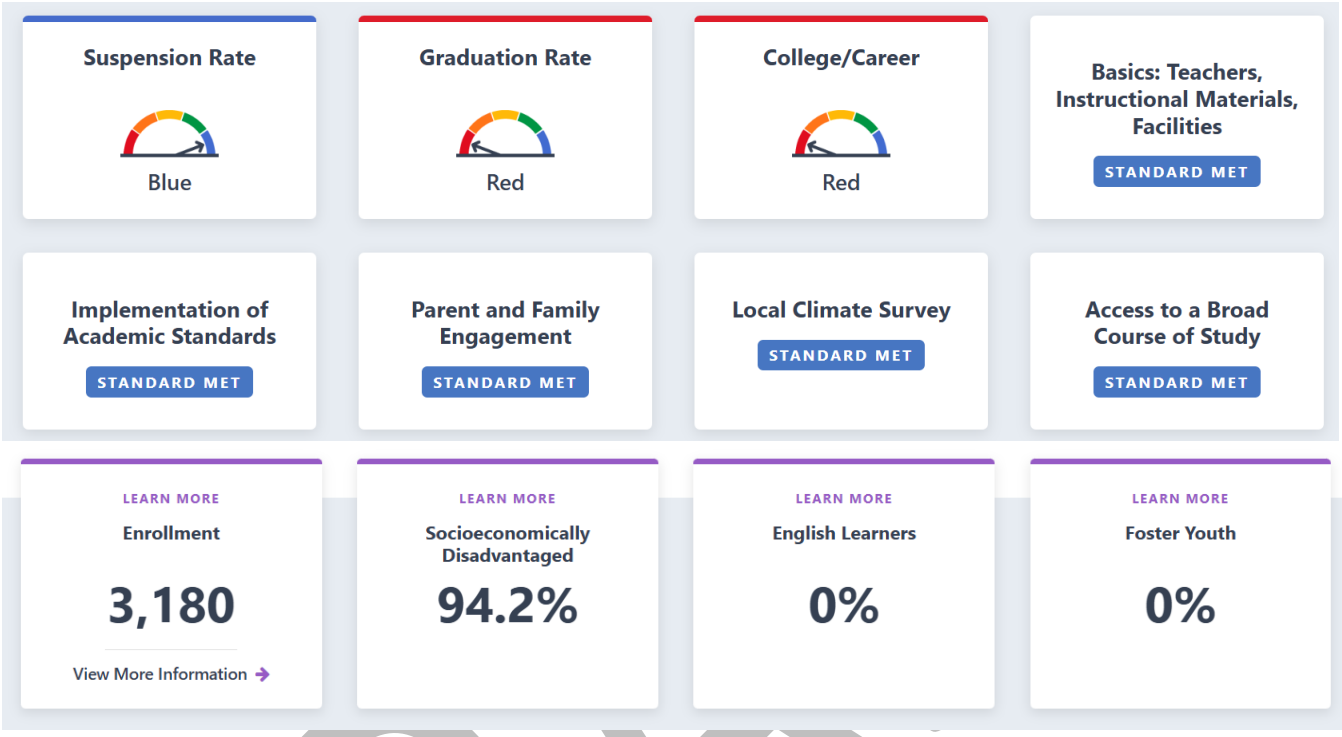
Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix C: 2023-2024 California Schools Dashboard



** https://www.caschooldashboard.org/reports/34765050139584/2024*

RENEWAL IS PRESUMPTIVE

CDE
Performance Category
No performance category for DASS participating schools.

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Appendix D: DASS Agreed-Upon Metrics

Established by Mutual Agreement: November 14, 2024

During the 2024-25 school year, leadership from Highlands Community Charter and Technical Schools (HCCTS) and Twin Rivers Unified School District (TRUSD) discussed and mutually agreed upon the Dashboard Alterative School Status (DASSS) metrics outlined in this document.

Participants (Individuals who participated in at least one of the DASS metrics meetings.)

- Bill McGuire, Executive Director, HCCTS
- Melissa Roberson, Director of Accountability & Assessment, HCCTS
- Mayra Valdivia, Deputy Director, HCCTS
- Marci Bernard, Interim Associate Superintendent, School Leadership, TRUSD
- Travis Burke, Executive Director Special Projects and Equity, TRUSD
- Sharilyn Warta, Project Manager, TRUSD

ACADEMIC ACHIEVEMENT

International High School (IHS), English Language Learners (Levels 0-3)

1. The percentage of HCCS English Language Learners with a pre and post-test, achieving a Measurable Skills Gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

1. The percentage of HCCS high school learners with a pre and pos-test, achieving a measurable skills gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

ACADEMIC IMPROVEMENT

International High School (IHS), English Language Learners (Levels 0-3)

1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at HCCS enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
1. The percentage of HCCS English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.

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High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

1. The average CASAS Reading Gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The DASS 1-year Graduation Rate for HCCS learners will meet or exceed 20% as reported in California School Dashboard.

STUDENT ENGAGEMENT

1. The percentage of HCCS students with a CASAS pre and post-test will meet or exceed 55% as, measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

1. The percentage of 12th grade HCCS high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of HCCS high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

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The TOPSpro Enterprise is a software used for data submission to the National Reporting System (NRS). This software integrates with the Comprehensive Adult Student Assessment Systems (CASAS), which is approved by the California Department of Education (CDE) as the primary assessment tool for measuring literacy gains in adult basic education.

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Appendix E: HCCTS Board of Directors

Ernie Daniels, Chair (Term Expires June 14, 2026)
Sharon Rocco, Vice Chair (Term Expires April 3, 2027)
Matt Powers, Secretary (Term Expires March 6, 2027)
Sonja Cameron, Treasurer (Term Expires January 5, 2027)
Rick Jones, Director (Term Expires April 3, 2027)
Mellonie Yang, Director (Term Expires January 5, 2025)
Mary DeChance, Director (Term Expires December 6, 2026)
Mike Reid, Director (Term Expires August 2, 2026)

**Board of Directors information collected from HCCTS Executed Board Handbook 2024*
https://hccts.org/wp-content/uploads/2024/11/Executed-Board-Handbook-6.06.2024-compressed.pdf

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Appendix F: Annual Leadership Meeting Agenda

Highlands Community Charter and Technical Schools & Twin Rivers Unified School District

Annual Charter Leadership Meeting

September 16, 2024

Agenda

The items in this agenda apply to Highlands Community Charter and Technical Schools, California Innovative Career Academy, and Highlands Community Charter School.

Meeting Attendees:

Ryan DiGiulio, Chief Business Official, TRUSD
Sharilyn Warta, Project Manager, TRUSD
Terri Ryland, President Ryland SBC, Contractor, TRUSD
Scott Leaman, Ryland SBC, Contractor, TRUSD
Bill McGuire, Executive Director, HCCTS
Maya Valdivia, Deputy Director, HCCCTS
Brian Hamilton, Deputy Director, HCCTS
Brian Davis, Associate Deputy Director, HCCTS
Andrew Michaud, Associate Deputy Director, HCCTS
Isaura Cacho, Associate Deputy Director, HCCTS
Christina Martinez, Associate Deputy Director, HCCTS
Melissa Roberson, Director of Accountability, HCCTS
Shaina Miranda, Executive Assistant, HCCTS

01. Welcome and Introductions

02. Annual Oversight Changes & Updates

- Site Visit Contractor (Ryland Consulting)
- Document and Data Collection Updates
- TRUSD Charter Oversight Policy & Procedures Manual (upcoming resource)

03. Leadership Structure

- Discuss recent changes or plans for changes in the leadership structure.
- **Document Request:** Provide a copy of the most recent leadership contact list with notes regarding changes during the past year to present.

04. Strategic Planning and Initiatives

- Discuss academic and organizational priorities and goals.
- Discuss new initiatives or plans for program expansions.
- **Document Request:** Provide a copy of an updated site, program, and admin facilities list. *(Done – Sent by Natasha on 8/16/24)*

05. Staff

- Discuss 2023-24 PD opportunities and participation rates (CICA & HCCS)
- Discuss the 2024-25 PD plan
- Outline the process to recruit and retain staff
- **Document Request:** Provide the 2023-24 misassignments list. (CICA & HCCS)

06. Academics

For the 2023-24 year, discuss areas of achievement and progress made in the following areas

- Graduation Rates, College/Career Readiness, EL Track (Math and Reading), High School Diploma Track (Math and Reading), & English Learner Reclassification to High School Track

Discuss any plans for academic interventions or supports in the current year.

07. Operations

- Discuss 2023-24 enrollment & attendance trends, staffing trends and safety issues or updates (CICA & HCCS)

08. Audit Updates and Ongoing Concerns/Complaints

- Updates and discussion regarding audits and open complaints/concerns

09. Summary

- Discuss 2023-24 greatest successes & challenges for HCCTS
- What could TRUSD do to better support HCCTS?

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Appendix G: Site Visit Schedule

HCCTS oversight visits were conducted by Scott Leaman, Retired Superintendent, Ryland Strategic Consulting Contractor. TRUSD does not commit to visiting locations that were not approved by the District in the current MOU Amendment No. 3. See appendix J "Concerns and Complaints" for additional information.

Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
33rd St. (Previously Oak Park) 2520 33rd St, Sacramento, CA 95817	10/31/2024 **Not Approved for CICA**	1	5	24	Located inside a church. Students attended class in person even though HCCTS indicated site was for CICA.
Advance Beauty College, 10121 Westminster Ave., Garden Grove, CA	**Not Approved**				
Auburn Blvd. (Previously Auburn), 4441 Auburn Blvd, Suites H & M Sacramento, CA 95841	3/27/2024	2	Online	Multiple grade levels and Admin	Site with a combination of HCCS and CICA teachers.
Asher, 1215 Howe Ave., Sacramento, CA 95834	**Not Approved**				
Bowling, 7171 Bowling Drive, #1120, Sacramento, CA 95823	4/24/2024	1	Online	16	Site in partnership with Lao Family Community Development.
C St. (Previously Marysville), 715 C Street, Marysville, CA 95901	3/4/2024	2	Online	48	2 teachers share a classroom on site. Located at a church school.
*Capitol Mall (Previously Capitol Mall), 555 Capitol Mall, Sacramento, CA 95814	**Not Approved for CICA**				
24th Street, 7720 24th Street., Sacramento, CA 95832	8/13/2024	N/A	N/A	N/A	Principal reported no CICA at this site.
Fair Oaks Blvd. (Previously Fair Oaks), 2310 Fair Oaks Blvd, Sacramento, CA 95825	**Not Approved for CICA**				
Federico, 1515 Sports Drive, Sacramento, CA 95834	**Not Approved**				

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Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
Florin Rd., 3801 Florin Road, Suite 107 Sacramento, CA 95823	4/24/2024	1	Online	40	High school completion program. Location behind a car dealership.
Folsom Blvd. 10017 Folsom Blvd, Sacramento, CA 95827	**Not Approved for CICA**				
Folsom Blvd. (new additional building), 10013 Folsom Blvd, Sacramento, CA 95827	**Not Approved**				
Franklin Blvd. (Previously Maple 2 (St. Rose)), 5961 Franklin Blvd, Sacramento, CA 95824	8/29/2024	N/A	N/A	N/A	Site visit only
Grand Ave., 1333 Grand Avenue, Sacramento, CA 95838	8/18/2024	N/A	N/A	N/A	Site visit only
Hayes Ave. (Previously Norwood), 431 Hayes Avenue, Sacramento, CA 95838	05/09/2024 **Not Approved for CICA**	3	20	88	Portables on a repurposed school site.
Industrial Pkwy. (Previously Industrial), 8180 Industrial Pkwy, Sacramento, CA 95824	8/14/2024	1	Online	25	Co-located at the CTE truck driving training center.
Jackson Rd. *(Previously Jackson (Bethany),* 9880 Jackson Road, Sacramento, CA 95827	9/25/2024	1	5	24	Located inside a church. Students attended class in-person even though HCCTS indicated site was for CICA.
Las Palmas Ave. (Previously Del Paso), 1100 Las Palmas Ave, Sacramento, CA 95815	3/26/2024	2	11	53	35 graduates reported from this site.
Marysville Blvd. *(Previously Del Paso 2),* 3730 Marysville Blvd., Sacramento, CA 95838	3/26/2024	1	Online	15	New site with 5 graduates. Brother to Brother collaboration. Class in a storefront.
Marconi Ave. (Previously Marconi 2), 3727 Marconi Ave, Sacramento, CA 95821	8/13/2024	3	Online	175	Large CICA site in an office building.
Mixed, 5950 Florin Rd., Sacramento, CA 95823	**Not Approved**				

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Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
North Laguna 2, 8211 Bruceville Rd, #125, Sacramento CA 95823	8/12/2024	N/A	N/A	N/A	Principal reported no CICA at this site.
O St. *(Previously O Street),* 1326 O Street, Sacramento, CA 95814	8/7/2024	N/A	N/A	N/A	No staff at site due to staffing shortage.
Old Auburn Rd. (Previously Old Auburn), 7817 Old Auburn Road, Citrus Heights, CA 95610	**Not Approved for CICA**				
Rosemont *(Previously Rosemont St. John's),* 8401 Jackson Rd., Sacramento, CA 95826	8/14/2024	1	8	24	Program located in a women's shelter.
Seavey Circle *(Previously SHRA – Marina Vista),* 30 Seavey Circle, Sacramento, CA 95818	4/29/2024 **Not Approved for CICA**	1	Online	35	Site in a residential housing development.
Todhunter Ave. (Previously West Sac - Holy Cross), 800 Todhunter Ave., West Sacramento, CA 95605	5/29/2024	N/A	N/A	N/A	Site visit only
Unitek, 4330 Watt Ave., Sacramento CA	**Not Approved**				

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Appendix H: Credential Monitoring Findings – Comparative Analysis

2023-2024
TRUSD Credential Monitoring Findings Summary

10/16/2024	Highlands Community Charter and Technical Schools
Date Published	Charter Organization
Layle Bojanski	Byanca Alcazar and Nikki Madison
Report Created By	Charter Organization Contact Person

Item	2022-2023	2023-2024	Change	Notes
Vacancies	149	27	**-122**	While the improvement is commendable, some subject areas (notably in Exploratory CTE and Self-contained classrooms) continue to indicate shortages. Though the overall reduction is extremely positive, vacancies still require additional focus. When selecting this determination, we recommend noting the vacancy and making a recruitment plan to assure it does not reoccur in the following year.
CALPADS Errors	301	465	**164**	There was a notable increase in CALPADS errors this year, increasing by more than 54%. However, a few recurring data submission issues were still present, primarily around assignment coding and course alignment. While the Charter has a better understanding of how courses are assigned in CALPADS, these errors can still impact assignment monitoring. When selecting this determination, we recommend noting the nature of the error in greater detail; include the information that should have been reported, which may include the CALPADS course code and title, etc.
Local Assignment Options (LAOs)	150	39	**-111**	We noticed a decrease in the use of Local Assignment Option 44865 this year. When comparing the staff from one year to the next, one can conclude that a reason for this decrease is due to staff turnover and there are not as many Single or Multiple Subject credentialed employees working for the Charter.
Misassignments	210	273	**63**	The slight uptick in misassignments is mainly attributed to assigning teachers without non-academic (CTE) authorizations to CTE courses and assigning teachers with 30 Day Emergency Substitute Permits to vacancies. When selecting this determination, we recommend noting the misassignment and making a plan to assure it does not reoccur in the following school year.

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Recommendations	
Item	**Recommendation**
Vacancies	Consider implementing a system to track vacant or open positions from the beginning of the school year and throughout. This tool can be used during assignment monitoring to identify the history of the position and enable you to provide better detail when you explain the Determination. For example, include information on whether the position became filled with a full-time teacher, if it was closed, and/or what recruitment efforts were made to fill the position for the subsequent year. As we've discussed, Vacancies will always be considered as a Misassignment.
CALPADS Errors	Providing targeted CALPADS training for your staff responsible for data input and verification would be beneficial. Implementing periodic internal audits throughout the year to catch errors before submission would also help improve overall accuracy. Specifically, use of course code 1000 should only be used in self-contained settings. Finding a more suitable course code for courses where no curriculum, instruction, assignments, exams or credit, will improve data for subsequent years. In addition, begin to transition Charter employees who are teaching non-academic (CTE) courses to apply for a CTE credential in the specific industry sector instead of having the authorization added to their Adult Education credential. Having this additional credential will not only benefit them but will also legally authorize them to instruct the Exploratory CTE course (7000) and English Learners, if applicable.
Local Assignment Options (LAO's)	For the coming year, prioritize developing pathways for current staff to obtain proper credentials. This could include professional development, credentialing assistance programs, or collaborating with local universities to create pipeline programs. The Adult Education Charter can extend credentialing flexibility under EC 44865 to holders of Single or Multiple Subjects credential so another recommendation would be to focus on recruiting and hiring these individuals. As a reminder, assignments under EC 44865 require employee consent. Please implement a practice to get employee consent for these assignments prior to the assignment start date.
Mis-assignments	Conduct regular credential audits to ensure teachers are appropriately assigned and avoid using 30-day permit holders to fill full time positions. It may also be beneficial to appoint a dedicated credentialing coordinator to monitor assignments throughout the year. Ensuring that your HR team is familiar with assignment regulations and works closely with CALPADS staff can further reduce misassignments.

Recommendations for Improvement
Early Recruitment and Staffing: Require site administrators/hiring managers to be specific with their program needs and Identify staffing needs early. Being focused and aware of staffing needs allows you to begin recruiting as soon as possible and ensures you will recruit candidates with the appropriate credentials or authorizations. Partnering with local program sponsors, teacher residency programs, and even offering incentives such as signing bonuses could help fill vacancies.
Ongoing Data Management Training: Attend refresher courses and workshops on CALPADS data entry and reporting to minimize errors. Reviews of CALPADS data, specifically reports 4.3 and 4.5, in December through February, would also help detect errors in advance.
Professional Development and Credential Support: If applicable, consider providing professional development funding or tuition assistance to current teachers interested in obtaining additional credentials. Establish clear professional growth pathways for paraeducators and substitutes to become fully credentialed teachers.
Regular Internal Monitoring: Using the CALPADS reports 4.3 and 4.5, perform mid-year credentialing audits and assignment reviews. This can ensure compliance throughout the year, allow you to correct misassignments, and prevent end-of-year surprises. Additionally, creating a tracking and communication system for misassignments can provide valuable insights for future planning.

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Appendix I: LCAP Feedback

LEA Name:	Highlands Community Charter & Technical Schools: CICA
LCAP Version:	1-Adopted Template
Reviewer(s):	Travis Burke
Review Date(s):	01/17/2024

The following notes are specifically related to the LCAP Academics.

2024-25 ANNUAL UPDATE REVIEW CRITERIA	
Instructions to reviewer: Mark the Yes box next to each criterion to indicate whether the criteria are met based on the review of the LCAP Annual Update. If criteria are not met and follow-up is required, use the space provided after each section. The Page Reference box may be used to help track where the criteria are met (or not met) in the document. Note: Unless otherwise indicated, all criteria fall under COE Approval Criteria EC 52070(d)(1) – Adherence to the template adopted by the state board.	
(1) Use of Template	
Yes	**Approval Criteria**
Yes	(1a) The LCAP 2024-25 Annual Update adheres to the template adopted by SBE and includes instructions.
(2) LEA Information	
Yes	**Approval Criteria**
Yes	(2a) LEA name, contact name, title, email address, and phone number are provided.
Comments/Follow Up Required:	

(3) Goals and Actions	
Yes	**Approval Criteria**
Yes	(3a) Goal #: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(3b) Goal Description: Copy and paste verbatim from the 2023-24 LCAP.
Comments/Follow Up Required:	
Goal 4 left blank—should be deleted	

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(4) Measuring and Reporting Results	
Yes	**Approval Criteria**
Yes	(4a) Metric: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4b) Baseline: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4c) Year 1 Outcome: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4d) Year 2 Outcome: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4e) Year 3 Outcome: LEA enters the most recent data available and indicates the school year to which the data applies.
Yes	(4f) Desired Outcome for 2023-24: Copy and paste verbatim from the 2023-24 LCAP.
Comments/Follow Up Required:	

(5) Goal Analysis	
Yes	**Approval Criteria**
Yes	(5a) LEA describes the overall implementation of the actions to achieve the articulated goal, including relevant **challenges** and **successes** experienced with the implementation process.
Yes	(5a.1) LEA describes any instance where it did not implement a planned action or implemented a planned action that differs substantively from how it was described in the adopted LCAP.
Yes	(5b) An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures, as applicable.
Yes	(5c) LEA describes the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle.
Yes	(5d) LEA describes any changes made to the goal, expected outcomes, metrics, desired outcomes, or actions as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
Yes	(5d.1) For actions that have been identified as ineffective, LEA identifies the ineffective action and includes a description of the reason(s) for the ineffectiveness and how changes to the action will result in a new or strengthened approach.
Comments/Follow Up Required:	

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2025-26 LOCAL CONTROL AND ACCOUNTABILITY PLAN REVIEW CRITERIA	
Instructions to reviewer: *Mark the Yes box next to each criterion to indicate whether the criteria are met based on the review of the 2025-26 LCAP. If criteria are not met and follow-up is required, use the space provided after each section. The Page Reference box may be used to help track where the criteria is met (or not met) in the document.*	
(1) Use of Template	
Yes	**Approval Criteria**
Yes	(a) The LCAP adheres to the template adopted by SBE and includes instructions.
Comments/Follow Up Required:	

(2) Plan Summary	
Yes	**Approval Criteria**
Yes	(2a) LEA name, contact name, title, email address, and phone number are provided.
Yes	(2b) LCAP Year: Correct year (2024-25) is listed.
Yes	(2c) **General Information:** Includes brief description of the LEA, its schools, and its students in grades TK-12, as applicable to the LEA.
N/A	(2d) The LEA identifies all schools receiving Equity Multiplier funding.
Yes	(2e) **Reflections: Annual Performance:** A reflection on annual performance based on a review of the California School Dashboard and local data.
	(2e.1) An LEA must identify the following, which will remain unchanged for the three-year LCAP cycle: - Any school with lowest performance level on one or more indicator on the 2023 Dashboard - Any student group with the lowest performance level on one or more indicator on the 2023 Dashboard - Any student group within a school with the lowest performance level on one or more indicator on the 2023 Dashboard
Yes	(2e.2) LEA may include a reflection on successes and challenges identified by the LEA
	(2e.3) LEA is encouraged to highlight how they are addressing identified needs of student groups, and/or schools as part of this response.
Yes	(2f) **Reflections: Technical Assistance:** A summary of the work underway as part of technical assistance.

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Yes	(2f.1) LEA annually identifies the reason(s) the LEA is eligible for technical assistance.
Yes	(2f.2) LEA provides a summary of the work underway as part of receiving technical assistance. - If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as "Not Applicable."
Comments/Follow Up Required:	

(3) Comprehensive Support and Improvement	
Yes	**Approval Criteria**
Yes	(3a) **Comprehensive Support and Improvement:** Identifies schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act (ESSA) and describes LEA plans to address needs of school sites.
Yes	(3a.1) Schools Identified: LEA has identified schools identified for CSI.
Yes	(3a.2) Support for Identified Schools: Describes how the LEA supported identified schools in developing CSI plans that included a school-level needs assessment, selection of evidence-based interventions, and identification of any resource inequities to be addressed.
Yes	(3a.3) Monitoring and Evaluating Effectiveness: Describes how the LEA will monitor and evaluate the implementation and effectiveness of CSI plans.
Comments/Follow Up Required:	

(4) Engaging Educational Partners	
Yes	**Approval Criteria**
Yes	(4a) Complete the table – Educational Partners: LEA identifies applicable educational partner(s) or group(s) engaged in developing the LCAP. Partners 4a.7, 4a.8, and 4a.9 are encouraged but not required for Charters.
Yes	(4a.1) Parents
Yes	(4a.2) Students
Yes	(4a.3) Teachers

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Yes	(4a.4) Principals and Administrators
Yes	(4a.5) Other School Personnel
N/A	(4a.6) Local Collective Bargaining Units, as applicable (not required for Charters)
N/A	(4a.7) Parent Advisory Committee, as applicable (not required for Charters)
N/A	(4a.8) English Language Parent Advisory Committee, as applicable (not required for Charters)
N/A	(4a.9) Special Education Local Plan Area Administrator, as applicable (not required for Charters)
Yes	(4b) Complete the table – **Process for Engagement:** The LEA describes the engagement process used to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.
Yes	(4b.1) A sufficient response will provide clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
Yes	(4c) A description of how the adopted LCAP was influenced by the feedback provided by educational partners. The LEA describes any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to educational partner feedback.
N/A	(4c.1) An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the LCAP.
Comments/Follow Up Required:	

(5) Goals and Actions – Goal Types and Requirements	
Yes	**Approval Criteria**
Yes	(5a) Goals are numbered and all required fields have been completed.
Yes	(5a.1) State Priorities have been identified for each goal.
N/A	(5b) **Focus Goal:** (5b.1) Focus Goal Description: The description for a Focus goal must be specific, measurable, and time bound. The Focus Goal can explicitly reference the

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	metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.
N/A	(5b.2) Focus Goal Explanation: Explain why the LEA has chosen to prioritize this goal. Explanation must - Be based on Dashboard data or other locally collected data. - Describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
N/A	**(5b.3) Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding Description**: In addition to addressing the focus goal requirements described above (line 5b.1), LEAs must address the following: - All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and - Any underlying issues in the credentialing, subject matter preparation, and retention of the school - Identify specific metrics for each identified student group, as applicable
N/A	**(5b.4) Equity Multiplier Focus Goal Explanation:** LEA explains why it has chosen to prioritize this goal. In addition to addressing 5b.2 above, identify the school or schools to which the goal applies
Yes	(5c) **Broad Goal:**
Yes	(5c.1) Broad Goal Description: Each Broad Goal includes a description of what the LEA plans to achieve through the actions included in the goals. The description - Must be clearly aligned with the expected measurable outcomes included for the goal. - Organizes the actions and expected outcomes in a cohesive and consistent manner. - Is specific enough to be measurable in either quantitative or qualitative terms. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.
Yes	(5c.2) Broad Goal Explanation: For each Broad Goal, the LEA explains why the LEA developed the goal and how the actions and metrics grouped together will help achieve the goal.
N/A	(5d) **Maintenance of Progress Goal:**
N/A	(5d.1) Maintenance of Progress Goal Description: Each Maintenance Goal includes a description of how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. The LEA describes how the actions will sustain the progress exemplified by the related metrics.

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Comments/Follow Up Required:

(6) Goals and Actions – Measuring and Reporting Results	
Yes	**Approval Criteria**
Yes	(6a) LEA has completed the Measuring and Reporting Results section under each Goal in the LCAP.
Yes	(6b) **Metric #: LEA** identifies the metric number.
Yes	(6c) **Metric:** LEA identifies the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.
Yes	(6d) **Baseline:** LEA provides baseline data for 2024-25.
Yes	(6e) **Year 1 Outcome:** LEA provides the most recent data available for each metric and indicates the school year to which the data applies.
Yes	(6f) **Year 2 Outcome:** Should be left blank. To be completed for the 2026-27 LCAP.
* **Yes**	(6g) **Target for Year 3 Outcome:** LEA enters the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
N/A	(6h) **Current Difference from Baseline:** To be completed for the 2025-26 LCAP. Enter the difference between the date in year 1 outcome and target for year 3 outcome boxes.
Comments/Follow Up Required:	
6G: Metrics ~~1.4 The baseline is 69.9 and the target outcome is 34.3. While the goal is stated as exceeding the state average, you should write the maintenance target as closer to the baseline with a 'exceed state average' as a level not to drop below.~~ Corrected in revisions	

(7) Goal Analysis	
Yes	**Approval Criteria**
N/A	*(a) LEA has completed the Goal Analysis section for each Goal being carried over from the prior LCAP*
N/A	*(b) Implementation: LEA describes the overall implementation of actions within the goal.*
N/A	*(b.1) LEA discusses relevant challenges and successes experienced in implementing the actions.*
N/A	*(b.2) LEA addresses any actions that were not implemented or implemented an action in a manner that differs substantially from what was described in LCAP.*

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N/A	*(c) Material Differences: LEA explains material differences between Budgeted Expenditures and Estimated Actual Expenditures for actions and between Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.*
N/A	*(c.1) For qualitative improvements: LEA describes the methodology used to calculate the percentage of improvements in services in the current LCAP year as shown in the Contributing Actions Annual Update table.*
N/A	*(d) Effectiveness: LEA describes the effectiveness of specific actions to achieve the articulated goal as measured by the LEA using metrics outlined in the Measuring and Reporting section for the goal.*
N/A	*(e) Changes: LEA describes any changes made to the goal, expected outcomes, metrics, or actions to achieve the goal as a result of this analysis.*
Comments/Follow Up Required:	

(8) Goals and Actions – Actions	
Yes	**Approval Criteria**
Yes	(8a.1&2) **Action # and Title:** LEA provides an action number and provides a short title for each action.
Yes	(8a.3) **Description:** LEA provides a brief description for each action.
Yes	(8a.4) **Total Funds:** LEA provides the total amount of expenditures associated with each action.
Yes	(8a.5) **Contributing:** LEA indicates whether each action contributes toward meeting the increased or improved services requirement as described in the Increased or Improved Services section (Y or N).
Yes	(8b) Actions for Foster Youth: ENCOURAGED for LEAs whose Foster Youth are numerically significant.
	(8c) **Required Actions**
Yes	(8c.1) For LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
Yes	(8c.2) For LEAs that have both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners. (strong actions for EL - LTEL included in the LTEL course and data points (Actions 1.1, 7.1, 7.2, 1.9)

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Yes		(8c.2a) For LEAs that have 30 or more Students with Disabilities the LEA must include specific actions and consult with their SELPA.
N/A		(8c.3) LEAs eligible for technical assistance must include specific actions related to the implementation of the work underway as part of technical assistance.
Yes		(8c.4) LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions.
Comments/Follow Up Required:		
~~Action 1.1 recommendation Expanding the Curriculum team is mentioned. How may staff are planned to be funded? # of FTE~~ ~~Action 1.2 recommendation: Please list the FTE to be funded under this goal. The positions are listed without FTE attached. This helps monitor the implementation level of the action through the annual update.~~ Corrected in revisions		

(9) Goals and Actions – State Priorities and Required Metrics		
Yes	**Approval Criteria**	**State Priority Areas**
Yes	Teachers are appropriately assigned and fully credentialed in the subject areas and for the pupils they are teaching.	**1: Basic Services**
Yes	Every pupil has sufficient access to standards-aligned instructional materials.	
Yes	School facilities are maintained in good repair.	
	Implementation of the academic content and performance standards adopted by the state board.	**2: Implementation of State Standards**
Yes	How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.	
Yes	Efforts the LEA makes to seek parent input in making decisions for the LEA and each individual school site.	**3: Parent Involvement and Family Engagement**
Yes	How the LEA will promote parental participation in programs for unduplicated pupils.	
Yes	How the LEA will promote parental participation in programs for individuals with exceptional needs.	
Yes	Performance on Statewide assessments (ELA, Math, Science)	**4: Pupil Achievement**

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No	Percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the UC or CSU.	
Yes	Percent of pupils who have successfully completed courses that satisfy requirements for CTE sequences or programs of study that align with state board approved CTE standards and frameworks.	
No	Percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the UC or CSU and career technical education sequences or programs of study.	
Yes	Percentage of English learner pupils who make progress toward English proficiency; or any subsequent assessment of English proficiency, as certified by the state board.	
Yes	English learner reclassification rate.	
No	Percentage of pupils who have passed an advanced placement examination with a score of 3 or higher.	
No	Percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.	
Yes	School attendance rates	5: Pupil Engagement
Yes	Chronic absenteeism rates	
No	Middle school dropout rates	
No	High school dropout rates	
Yes	High school graduation rates	
Yes	Pupil suspension rates	6: School Climate
Yes	Pupil expulsion rates	
Yes	Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
N/A	Extent to which pupils have access to and are enrolled in a broad course of study that includes all of the subject areas described in Section 51210 and Section 51220(a) to (i), as applicable.	7: Course Access

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Yes	Programs and services developed and provided to unduplicated pupils	
	Programs and services developed and provided to individuals with exceptional needs	
N/A	Pupil outcomes, if available, in the subject areas described in Section 51210 and subdivisions (a) to (i), inclusive of Section 51220, as applicable.	**8: Other Pupil Outcomes**
Comments/Follow Up Required:		

(11) Increased or Improved Services for FY, EL, and LI Students – Required Descriptions	
Yes	**Approval Criteria**
Yes	(11a) **LEA-wide and Schoolwide Contributing Actions**: For each action identified as contributing to the increased or improved services requirement the LEA provides an explanation. - If the LEA has provided this required description in the Action Descriptions, state as such within the table. If stated, review the components in the Action Descriptions.
Yes	(11a.1) **Goals and Action #(s):** LEA identifies the goal and action number of each LEA-wide and schoolwide contributing action.
Yes	(11a.2) **Identified Need(s): LEA** provides an explanation of the unique identified need(s)of the LEA's unduplicated student group(s) for whom the action is principally directed. The LEA explains the need(s), condition(s), or circumstance(s) of its unduplicated student group(s) identified through a needs assessment.
Yes	(11a.3) **How the Actions(s) are Designed to address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis:** LEA provides an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis
Yes	(11a.4) **Metric(s) to Monitor Effectiveness:** LEA identifies the metric(s) being used to measure the progress and effectiveness of the action(s).
N/A	(11b) **Limited Actions:** For each action being solely provided to one or more unduplicated student group(s), the LEA provides an explanation. - If the LEA has provided the required descriptions in the Action Descriptions, state as such. If stated, review the components in the Action Descriptions.

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N/A	(11b.1) **Goal and Action #:** LEA identifies the goal and action number of each limited action.
N/A	(11b.2) **Identified Need(s)**: LEA explains the unique identified need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment.
N/A	(11b.3) **How the Actions(s) are Designed to address Need(s):** LEA provides an explanation of how the action as designed will address the unique identified need(s) of the unduplicated student group(s) being served.
N/A	(11b.4) **Metric(s) to Monitor Effectiveness:** LEA identifies the metric(s) being used to measure the progress and effectiveness of the action(s).
Yes	(11c) **Planned Percentage of Improved Services:** For any limited action associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, the LEA describes the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.
	(11c.1) **Goal and Action #:** LEA identifies the goal and action number and describes the methodology that was used.
Yes	(11d) **Additional Concentration Grant Funding:** Did the LEA demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55% as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55%?
N/A	(11d.1) An LEA that does not receive the concentration grant add-on funding must indicate that a response to this prompt is not applicable.
	(11d.2) The LEA identifies goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff providing direct services to students at schools with an enrollment of unduplicated students that is greater than 55%.
	(11d.3) An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55%, must describe how it is using the funds to increase the number or credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
	(11d.4) In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school

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	with an enrollment of unduplicated students that is greater than 55%, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55%.
Yes	(11e) **Staff to Student Ratios by Type of School and Concentration of Unduplicated Students** - LEAs that do not have comparison schools should indicate **N/A**. Complete the table as follows:
Yes	(11e.1) Staff-to-Student Ratio – **Classified:** LEA provides staff-to-student ratio of classified staff providing services to students with a concentration of unduplicated students that is 55% or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55%, as applicable to the LEA.
Yes	(11e.2) Staff-to-Student Ratio – **Certificated:** LEA provides staff-to-student ratio of certificated staff providing services to students with a concentration of unduplicated students that is 55% or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55%, as applicable to the LEA.
Comments/Follow Up Required:	

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Appendix J: CICA Oversight Executive Summary

ACADEMICS

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS
Off Track	2	0

The charter is "off track" in the area of academics because at least one area of concern involves potential material violations.

TYPE	DESCRIPTION
STRENGTH	During the 2023-24 year, CICA exceeded California state targets by more than 40% for EL Learners with a pre and post-test measurable skills gains in levels 0, 1, 2, and 3.
STRENGTH	During the 2023-24 year, the percentage ELLs in IHS level 3 moving to high school exceeded the target of 5% by 47.19%.
STRENGTH	CICA met or exceeded all DASS agreed upon metrics for the 2023-24 school year except the High School Bridge English Language Learner Level 6 target. (The California School Dashboard has not been updated with the 1-year DASS graduation rates as of March 2024. The District will review and update this report, once the data is published.)
AREAS FOR IMPROVEMENT	On December 11, 2024 the District received notification from the CDE stating that the Dashboard Alternative School Status for CICA was being revoked. Beginning the 2024-25 school year, the District will follow the CDE's guidance by using the California School Dashboard and the performance category/level (when available) to monitor and evaluate each school's academic performance.
AREAS FOR IMPROVEMENT	On 08/09/23 and 3/27/24, the College Oak site was closed for staff development and Muslim holidays. Some students were provided one-day Independent Study packets, which may be a violation of SB 153, requiring at least 3 days for Short Term Independent Study. HCCS has stated that they are exempt from SB 153 and communicated that they will not be offering Short Term Independent Study through the next 2025-26 school year.
CONCERN	The current grade levels are not aligned with the approved petition. Contradicting the petition, the program is now described as a high school program, but omits 11th grade. To-date CICA has not submitted a Material Revision request as required by Education Code.
CONCERN	CICA has not participated in the mandatory CAST Science test as required by law.

GOVERNANCE AND OPERATIONS

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS
Off Track	2	5

The charter is "off track" in the area of governance and operations because HCCTS has at least one area of concern involves potential material violations. (See appendix K for more details.)

TYPE	DESCRIPTION
AREAS FOR IMPROVEMENT	Student engagement logs should be maintained centrally and reflect contact with students as required by State Audit Guides. The District will include review of documentation and logs in the annual oversight activities.

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AREAS FOR IMPROVEMENT	SARC reports were identified as an area of concern earlier in the year due to inaccurate and missing data. CICA has corrected the reports, but should make improvements in this area to ensure accuracy of reporting. The District will include oversight activities on this item during the 2025-26 school year.
REQUIRED ACTION	Student engagement as defined by the Independent Study Master Agreement should be followed, monitored, and enforced. CICA should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	Board Policy 6158 is not aligned with the Master Agreements regarding the evaluation of student appropriateness for remaining in Independent Study. Provide the District with the updated BP and Master Agreements showing that they are aligned. CICA should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	Independent Study Master Agreements must not have a duration longer than one school year. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure compliance. CICA should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	Independent Master Study agreements were not consistently reviewed by teachers with students during intake and they are only provided to students in English. The District acknowledges HCCTS' response that they will submit copies of update Master Agreements to the District in the English, Spanish, Dari/Farsi, Russian, Ukrainian, and Pashto. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure continued compliance.
REQUIRED ACTION	Contrary to what the District authorized Attendance Report stated, CICA is subject to EC Section 51745.6(d), which states "All charter school pupils, regardless of age, shall be included in the applicable average-daily-attendance-to-certificated employee ratio calculations." CICA must comply with the student-to-teacher ratios as outlined by Ed. Code. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure continued compliance.
CONCERN	For multiple past years, CICA had not adopted the Comprehensive School Safety Plan (CSSP) annually by March 1st as outlined by Education Code. CICA must update the CSSP, annually by March 1st. The updated plan must include all required elements as listed in EC Section 32282(a)(2)(A-L). The District will include follow-up activities on this item during the oversight activities for the 2025-26 year.
CONCERN	During the 2022-23 and 2023-24 school years, students were pre-marked as present for attendance apportionment. Communication with CICA staff regarding the attendance taking process revealed that the procedures and expectation were unclear. This practice will almost always overestimate the apportionment. While HCCTS had indicated that the practice of pre-populating student's as present has changed for the current year, this has not been verified by the District. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure continued compliance.

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FINANCIAL HEALTH

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS

TYPE	DESCRIPTION
Pending	*HCCTS requested and was granted an extension to file the 23-24 audit reports. Data will be entered here once the District has those reports.*

Appendix K: HCCTS Oversight Executive Summary

ACADEMICS

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS
Off Track	0	0

HCCTS is "off track" in the area of academics because both charter schools (HCCS and CICA) have areas of concern involving potential material violations.

TYPE	DESCRIPTION
STRENGTH	HCCTS offers a variety of social services such as food pantries, free clothing distribution, laundromat, childcare, and fitness center.
STRENGTH	Staff members are dedicated, caring, and committed to students.

GOVERNANCE AND OPERATIONS

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS
Off Track	5	5

HCCTS is "off track" in the area of governance and operations because at least one area of concern involve potential material violations.

TYPE	DESCRIPTION
STRENGTH	HCCTS offer a variety of social services such as food pantries, free clothing distribution, laundromat, childcare, and fitness center.
STRENGTH	Staff members are dedicated, caring, and committed to meeting student needs.
AREAS FOR IMPROVEMENT	Enrollment growth has strained HCCS' and CICA's systems. This is a challenge further compounded by its large geographic footprint across California.
AREAS FOR IMPROVEMENT	The District commends HCCTS for revising at least half of the outdated Board Policies and their work to ensure all BPs are updated by June 30, 2025. HCCTS' commitment to continue

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	reviewing and updating BPs as needed and their plan to communicate updates is noteworthy. However, the BP revision process needs to be strictly followed. Concerns related to the revision of BP 3310 have been identified. The District will include oversight activities on this item during the 2025-26 school year.
AREAS FOR IMPROVEMENT	Several sites are located in religious buildings that display religious symbols in HCCTS classrooms. Most of the concerns have been addressed, but there are still facilities in which this issue is not resolved.
REQUIRED ACTION	The CTE Truck Driving program has allowed non-students to participate. HCCTS has stated that they have ceased this practice. HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	During the 2022-23 and 2023-24 school years, HCCTS used an incorrect calendar for reporting ADA that resulted in incorrect P-2 divisors. HCCTS has stated that this has been addressed during the 2024-25 school year. HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	The reporting structure and internal controls for attendance were identified as "inadequate" during the 2024-25 District authorized Attendance Study. This resulted in multiple errors in attendance accounting, lack of training for staff, and inconsistency in documenting and verifying attendance reporting. HCCTS has communicated that they are updating the attendance taking procedures and that they will seek approval from the District before making any changes to the attendance polices. HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	Provide the District with an update regarding the plan to implement a single attendance track with all minimum number of instructional minutes met before beginning implementation for the 2025-26 school year (8/11/2025). HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	During the current 2024-25 school year, HCCTS began withholding suite and building numbers when providing lists of sites/locations. The District acknowledges the current MOU Amendment No. 3 as the accurate list of approved sites minus the locations which have been closed. The District requires suite and building numbers in order to conduct proper oversight.
CONCERN	On October 3, 2024 and October 17, 2024, the HCCTS' Board of Trustees approved multiple locations for operations that were not approved by the District as outlined in the current MOU Amendment No. 3 for CICA and HCCS. This action was done without complying to the terms outlined in the agreements. The District is reviewing and will follow-up appropriately.
CONCERN	HCCTS made numerous material changes to their procedures for collecting attendance and reporting ADA, but did not obtain approval prior to implementation. The District acknowledges that HCCTS informed the District of the utilization of the "Brain" app for

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	attendance after the implementation and that the District was notified after they ceased to use the "Brain" app. However, prior approval was never sought. This requirement is outlined in CICA's and HCCS' petitions. While HCCTS has communicated that they will seek approval from the District before making any changes to the attendance polices, the actions outlined above constitute unapproved material changes. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure compliance.
CONCERN	HCCTS continues to have CALPADS Errors or misassignments as outlined by the Commission on Teacher Credentialing (CTC). The CDE confirmed that HCCTS is on record as a K-12 school and not an adult school. The K-12 school type and adult education teacher credentialing remains an unresolved issue despite the District's Notice of Concern. To prevent corrective actions by the District, HCCTS must comply with the CTC's guidelines to appropriately address the misassignments and begin making immediate changes. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure continued compliance.
CONCERN	Before closing, the Marysville 2 location was identified as a baseball field, not a facility. The District is reviewing additional concerns discovered through the investigation process.
CONCERN	Although there are no students in or around the area, HCCTS has secured an administrative site in San Diego, CA. Additionally, a public records search showed that this location has been advertised as office condominiums where "*you can watch a game from your balcony*", specifically referencing HCCTS' administrative suite 310 as having a "*dedicated balcony with unparalleled view of Petco Park*." The purpose for this administrative facility in San Diego is unclear.

FIANANCIAL HEALTH

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS

TYPE	DESCRIPTION
Pending	*HCCTS requested and was granted an extension to file the 23-24 audit reports. Data will be entered here once the District has those reports.*

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OVERSIGHT REPORT 2023-24

Highlands Community Charter and Technical Schools

California Innovative Career Academy

TwinRivers
UNIFIED SCHOOL DISTRICT

April 2025

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NOTICE OF INTENT TO REVOKE
California Innovative Career Academy

This Notice of Intent to Revoke will be issued upon approval by the Twin Rivers Unified School District Board of Trustees

November 4, 2025

I. BACKGROUND

The Twin Rivers Unified School District ("District") Board of Trustees ("Board") initially approved the petition for the establishment of California Innovative Career Academy ("CICA" or "Charter School") in 2019. On or about June 25, 2019, the Board conditionally approved the petition for a five-year term from July 1, 2019, through June 30, 2024 ("Charter"). Pursuant to Education Code section 47607.4, CICA's Charter was automatically extended through June 30, 2027, by operation of law.

On or about January 16, 2020, the District and CICA entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding CICA's program, operation, structure, and obligations. Subsequent amendments to the MOU approved by the Board extended its term through June 30, 2027. On or about January 23, 2024, the District and CICA agreed to Amendment No. 3 of the MOU ("MOU Amendment No. 3") among other things, confirming the District's authorization of specified locations CICA had established for charter school operations and makes other clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight.

MOU Amendment No. 3 provides in part:

> "The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation." [1](Emphasis added.)

CICA is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS"), a California nonprofit public benefit corporation, and its Board of Directors.

Following multiple and varying requests for information and notices of concern over a twelve-month period, the District determined that HCCTS either failed to remedy multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District or makes promises of

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

future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS. As a result and since the District viewed CICA's material violations of the conditions, standards, or procedures of its Charter and MOU, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law as grounds for revocation, the District determined that the point has been reached where it was necessary to initiate the first step in the formal revocation process contained in the Education Code, which is the issuance of a Notice of Violation per Education Code section 47607(g) and Title 5, Cal. Code of Regulations, section 11968.5.2, and at its meeting on June 17, 2025, recommended to the Board that it issue a Notice of Violation to CICA.

On June 17, 2025, the Board approved issuance of the recommended Notice of Violation ("NOV") to CICA pursuant to Education Code section 47607. In the NOV, the District identified CICAs violations and including all evidence relied upon by the District as Exhibits. The NOV also provided CICA with a reasonable opportunity to respond to and/or remedy the violations by September 26, 2025. The NOV documented specific factual findings and provided evidence to support each of the legal grounds for revocation. *(See NOV and its Exhibits A-H.)*

On September 26, 2025, HCCTS timely submitted its response ("CICA Response") to the NOV. However, the supporting evidence was not provided to the District until September 29, 2025. *(See CICA Response dated 9/26/26 and Exhibits A-BB.)*

II. NOTICE OF INTENT TO REVOKE

District staff have evaluated the CICA Response and all documentation produced by CICA. After conducting a thorough, objective, and data-driven review, District staff determined that CICA has sufficiently addressed one of the violations, but has failed to refute to the District's satisfaction, or remedy all of the violations identified in the NOV, and significant violations continue to exist, including material violations of the conditions, standards, or procedures of its charter, and violations of law. Consequently, District staff recommends that the Board issue this Notice of Intent to Revoke and notice of facts in support of revocation to CICA ("NIR") pursuant to Education Code section 47607 and Title 5, section 11968.5.2 of the California Code of Regulations ("Section 11968.5.2").

Upon the Board's determination that CICA failed to refute, take remedial action, or propose remedial action specific to each of the alleged violations of the Charter and law identified in the NOV, it will adopt and issue this NIR to CICA via the HCCTS Board of Directors based on the grounds for revocation set forth below:

1. CICA committed a material violation of the conditions, standards, or procedures set forth in the charter.
2. CICA violated any law.
3. Failed to meet generally accepted accounting principles, and/or engaged in fiscal mismanagement.

The findings below and substantial evidence in support of issuing the NIR to CICA conform to the standards and procedures of Education Code section 47607 and Section 11968.5.2. This report provides the District Board with a summary of the violations identified in the NOV, CICA's Response, and the District staff's analysis of CICA Response, and findings.

III. LEGAL AUTHORITY

Per Education Code section 47607(f):

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

A chartering authority commences the revocation process with the issuance of a Notice of Violation that includes a reasonable opportunity to remedy the identified violations. (Ed. Code § 47607(g).) Section 11968.5.2(c) outlines the obligations of a charter school governing body once a Notice of Violation is received:

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

Per Section 11968.5.2(d), after conclusion of the reasonable opportunity to remedy period specified in the NOV, the chartering authority:

> [S]shall evaluate the response of the charter school's governing body as described in the school's charter response to the Notice of Violation and any supporting evidence, if submitted, and shall take one of the following actions:
>
> (1) If the chartering authority has substantial evidence that the charter school has failed to refute to the chartering authority's satisfaction, or remedy a violation identified in the Notice of Violation, continue revocation of the school's charter by issuing a Notice of Intent to Revoke to the charter school's governing body as described in the school's charter; or

(2) Discontinue revocation of the school's charter and provide timely written notice of such action to the charter school's governing body as described in the school's charter.[2]

On a date no later than 30 days after providing the NIR, the chartering authority shall hold a public hearing in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, the chartering authority shall issue a final decision to revoke or decline to revoke the charter, unless the chartering authority and the charter school agree to extend the issuance of the decision by an additional 30 days. (Ed. Code, § 47607(h); Section 11968.5.2(f).)

IV. NOTICE OF FACTS AND FINDINGS IN SUPPORT OF REVOCATION

The factual bases for issuance of this NIR are set forth below. The District incorporates all of the substantial evidence, including supporting documentation included in the NOV.

A. VIOLATIONS OF CHARTER

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

Violation of Charter – Grade Level Changes

1. District NOV Findings

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

CICA's Charter only authorizes the Charter School to provide instruction to students in grades 1, 2, and 12. However, CICA enrolled students in grades 9 and 10 without submitting a material revision request, in violation of its Charter and Education Code section 47605(a)(4).

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

[2] If the chartering authority does not act, as specified in Section 11968.5.2(d), within 60 calendar days of the conclusion of the remedy period specified in the NOV, the revocation process is terminated and the NOV is void.

2. CICA Response to NOV

In the HCCS Response, HCCTS acknowledges that Education Code section 47605(a)(4) makes clear that a charter school seeking to expand operations to additional sites or grade levels must submit a material revision to its charter and notify its authorizer, and that HCCTS did not submit a material revision when grade levels were changed beginning in the 2020–21 school year. HCCTS expresses regrets that this process was not followed in the past, and assures the District that under new leadership, HCCTS is committed to full compliance, clear communication, and a constructive working relationship with the District to ensure that changes moving forward are properly authorized and transparent.

To address this violation, HCCTS has submitted a material revision request to the District. HCCTS indicates that the proposed material revision is intended to fully align CICA's charter with current practice, CDE guidance, and District oversight, and this issue will be fully resolved once the District Board approves the submitted material revision. HCCTS indicates that if the Board does not approve the material revision, HCCTS will comply by returning to the grade levels specified in CICA's existing approved Charter.

3. District Analysis of CICA Response and Findings

Staff Finding(s): Remedial Action Insufficiently Addresses this Violation

The remedial plan provided by CICA is the material revision request submitted to the District on October 10, 2025. The late submission of the material revision, after the conclusion of the remedy period has significantly delayed the District's ability to conduct a comprehensive review before a recommendation must be made regarding this violation. As a result of the late submission, the District cannot make a determination regarding the material revision until the District Board meeting in January 2026.

While HCCTS asserts that it will align grades with what is reflected in the CICA Charter, the Charter School is currently serving students in grades 9th, 10th, and 12th. The CICA Response failed to provide any evidence or information as to how the Charter School will transition to approved grades in order to ensure compliance with the current Charter or to add 11th grade (should the material revision be approved). The CICA Response failed to provide any plans, timelines, or actions that will be taken in order to transition from the current structure to the approved grade levels.

Assertions by HCCTS without sufficient evidence that changes will be made to ensure compliance do not demonstrate that corrective actions have been implemented or that compliance will be achieved. Accordingly, the District has determined that CICA failed to refute or remedy this violation to the satisfaction of the District.

Violation of Charter – Location Changes

1. District NOV Findings

On or about January 23, 2024, the District and HCCTS agreed to the MOU Amendment No. 3 which included a list of approved locations for CICA's charter school operations. The MOU Amendment No. 3 includes the express requirement for CICA to submit a written request if the "Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s),

including satellite facilities or resource centers…" CICA's enrollment reports submitted beginning with July 2024 through March 2025 reflect students enrolled at locations that are not approved in MOU Amendment No. 3.

In addition, on October 3, 2024, October 17, 2024, and November 7, 2024 the HCCTS Board of Directors approved multiple locations for CICA operations which are not included in the list of approved locations identified MOU Amendment No. 3. The District has sent multiple communications regarding HCCTS' addition of locations without submitting a material revision request. In a Notice of Concern dated April 23, 2025, the District outlined specific steps that must be taken to address discrepancies and comply with MOU Amendment No. 3. To-date, no material revision request has been submitted for these locations and CICA continues to operate at these locations in violation of the MOU Amendment No. 3 and Education Code section 47605(a)(4). *(See NOV Exhibits A, C, and I.)*

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

2. CICA Response to NOV

HCCTS acknowledges that the MOU Amendment No. 3 governs the approval and operation of CICA facilities and makes clear that any new locations require District authorization through a material revision. HCCTS also acknowledges that in the past, locations were opened or relocated without first completing the formal material revision process required by the MOU, and that this was a failure of compliance, that HCCTS accepts responsibility for non-compliance.

In the CICA Response HCCTS assures the District that it has since taken corrective steps, and that moving forward, HCCTS will strictly comply with the requirement to submit a material revision for any facility location change, ensuring that the District is fully informed and that all operations are authorized.

To address this violation, HCCTS has submitted a material revision request to the District. HCCTS indicates this issue will be fully resolved once the District Board approves the submitted material revision. If the Board does not approve certain sites, HCCTS indicates that it will immediately limit operations to District-approved locations.

3. District Analysis of CICA Response and Findings

Staff Finding(s): Remedial Action Insufficiently Addresses this Violation

The remedial plan provided by CICA is the submission of the material revision request on October 10, 2025. The late submission of the material revision, after the conclusion of the remedy period has significantly delayed the District's ability to conduct a comprehensive review before a recommendation must be made regarding the violation related to locations. As a result of the late submission, the District cannot make a determination regarding the material revision until the District Board meeting in January 2026.

While CICA asserts that its actions were not intentional, the District's review of the record demonstrates that CICA knowingly and willfully disregarded multiple Notices of Concern and District communications by repeatedly voting to approve and subsequently occupying new locations despite its receipt of directives and warnings from the District to the contrary.

Despite the assertion that CICA will align its locations with the Charter, the Charter School is currently operating at locations that have not been approved by the District. In the CICA Response, the Charter School has failed to provide any details regarding how the leases will be terminated for the locations no longer used by CICA or the corrective actions that will be taken to ensure continued compliance.

The CICA Response primarily consists of statements asserting that changes will be made after the District Board of Trustees makes a determination regarding the material revision. However, such assertions, without substantive evidence demonstrating actional plans for implementation or corrective action at the operational level, are insufficient to establish compliance or remedy the identified violations. Therefore, the District has determined that CICA failed to refute or remedy this violation to the satisfaction of the District.

B. VIOLATIONS OF LAW

CICA has committed the following violations of law:

Violation of Law – Failure to Submit Annual Independent Audit Report

1. District NOV Findings

Education Code section 47064.33(a) requires that all charter schools file certain periodic financial reports, including annual audits. Likewise, section 47064.33(b) recognizes the importance for the charting authority to rely on these and any other financial reports in carrying out its oversight duties and "monitoring the fiscal condition of [a] charter school." (Ed. Code, § 47064.33(b).) Additionally, Education Code § 47605(m) requires charter schools to, "...transmit a copy of its annual, independent financial audit report for the preceding fiscal year...to its chartering authority...by December 15 of each year."

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

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

2. CICA Response to NOV

HCCTS acknowledges that Education Code sections 47604.33 and 47605, as well as the HCCTS charter, require timely completion and submission of an annual independent audit report, and that the 2023–24 audit has not yet been submitted to the District and that multiple deadlines were missed. However, HCCTS asserts that the delay regarding the final audit report is outside its control and it has consistently provided documentation requested by the auditor Eide Bailly and followed up on promised delivery timelines as demonstrated in Exhibit J of its Response which details an extensive list of document requests fulfilled by HCCTS staff; and even though HCCTS and its legal counsel has formally demanded its completion and continue to press for immediate resolution, the final audit has not been received from Eide Bailly. HCCTS assures that it will provide the District with the completed audit report immediately upon its release by Eide Bailly.

HCCTS further assures that moving forward, it will ensure timely completion of audits by: "Holding vendors accountable through stricter contracts and oversight" and "Engaging with TRUSD earlier in the process to provide status updates and transparency."

3. District Analysis of CICA Response and Findings

Staff Finding(s): Remedial Action Insufficiently Addresses this Violation

While HCCTS asserts that its independent auditor Eide Bailly has not indicated any significant findings in the draft report for 2023-24, the District has identified additional violations of law that will need to be reviewed upon completion of the final audit report and will be addressed with HCCTS through the oversight process.

Exhibit H of the CICA Response is a letter from HCCTS' legal counsel to the audit firm of Eide Bailly, LLP. In this letter, HCCTS' legal counsel acknowledges that "Highlands cannot cure the District's Notice of Violation without the audit report".

The District does not concur with CICA's position that the audit report delay is due solely to factors outside the Charter School's control. Although CICA attributes the delay, in part to technical errors and testing requirements arising from the California State Auditor's review, the State Auditor's report revealed multiple findings directly attributable to CICA's own governance and management practices. The District finds that the delay is a direct and foreseeable consequence of internal failures in governance, fiscal oversight, and academic accountability. The District agrees with the statement made by HCCTS' legal counsel from Exhibit H of the CICA Response which noted that this violation cannot be cured without the final audit report. Therefore, the District has determined that CICA failed to refute or remedy this violation to the satisfaction of the District.

Violation of Law – Failure to Track Minimum Instructional Minutes

1. District NOV Findings

California Education Code 47612.5 mandates that charter schools provide a minimum number of annual instructional minutes equivalent to those required of traditional public schools. Before March 2025, CICA did not have a process or documentation to ensure compliance with minimum instructional minutes. On September 9, 2024, Melissa Roberson, Director of Accountability and Assessment, HCCTS stated "Due to the nature of independent study, CICA does not currently have an instructional minutes report."

By correspondence dated October 30, 2025, the District notified HCCTS that the requirement to meet minimum instructional minutes was outlined in Education Code 47612.5 and CICA's Charter, which states "CICA will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served." In the October 30 correspondence, the District requested the documentation that CICA uses to ensure the minimum number of instructional days and minutes are being met.

HCCTS responded on November 26, 2024, and stated that while pacing guides had been created at the beginning of the 2023-24 year to ensure compliance with minimum instructional minutes, HCCTS had only recently submitted the pacing guides to their legal counsel to evaluate the documentation. HCCTS stated that they would "make any necessary adjustments" and provide the District with the information after they were presented to the HCCTS Board of Directors.

By correspondence dated February 19, 2025, the District requested an update regarding the original request regarding how CICA ensures that the minimum number of instructional days and minutes are being met. On March 24, 2025 HCCTS provided a 20-page response. The March 2025 response from HCCTS failed to adequately address the request and caused additional concerns as outlined below:

- Potential material changes to the instruction model to a Course-Based Independent Study delivery. This would require the HCCTS Board approval as outlined in Education Code 51749.5. If CICA has moved to a Course-Based Independent Study model the District does not believe the pacing guides contain all of the required information that the HCCTS Board of Directors would need to certify the minutes.

- The hours listed for each course are not totaled and, in some cases, do not meet minimum instructional minute requirements as outlined in Education Code 51747.5. Failure to include the total hours fails to provide the District with the originally requested information to outline how CICA ensures the minimum instructional minutes are being met.

- The documentation provided by CICA omitted any explanation for assignments during weeks that might have less than five school days and how the requirements are met for those weeks, which reflects an overall inadequate explanation with their pacing guides.

- HCCTS failed to explain if all students are required to carry a full workload, which is required information in order to determine whether the minimum instructional minutes are being met.

- The April 2025 documentation appears to have errors as some of the assignments show 7.24 hours while others show 7.25 hours. These errors include an issue with the English A course in which there are no time valuations for the "Guided Notes Completion" column. While this may be correct, there is no explanation regarding how this course would total 103.2 hours as represented by HCCTS.

- The District notes additional concerns with the English C and Pre-Algebra A for which total hours and an explanation for discrepancies would be required to fully show the minimum instructional minutes are being met.

- Upon review of the calendar which was attached to HCCTS March 2025 response, the District was unable to verify 204 days. The start date on the calendar is July 8, 2025, which would be

more than 204 days, however, the HCCTS May 15, 2025 Board meeting had a completely different calendar which indicates the first day of school as August 6, 2025.

The above demonstrates CICA's fiscal mismanagement and violation of the law. *(See NOV Exhibit E.)*

2. CICA Response to NOV

In the CICA Response HCCTS states that the Charter School meets instructional time requirements through documentation of student engagement, evaluation of work product, and offering both synchronous and asynchronous learning opportunities. The CICA Response also points to the pacing guides as the tool that offers teachers guidance to assign work and assess time-value for the work completed. CICA also notes that the non-classroom-based program with the independent study model allows room for teacher judgment on individual work product and the time-value that a teacher may deem appropriate. The Charter School also stated that the assignment work record supports with recording daily engagement an documentation of the time-value. The CICA Response indicated that the pacing guides constitute the general recommendations for time-value assignment and demonstrates that any student who is fully engages has ample opportunity to participate in the required instructional minutes. The CICA response also included a student calendar.

3. District Analysis of HCCS Response and Findings

Staff Finding(s): Remedial Action Plan Insufficiently Addresses this Violation

The District's review of the evidence provided revealed multiple deficiencies in the pacing guides and related documentation. Specifically, the pacing guides lack clarity regarding instructional sequence and expectations, and there is insufficient information describing how time values are determined for assignments or instructional activities. Additionally, the methods used to evaluate and score student work are not clearly defined, making it impossible to verify whether students are meeting stated learning objectives.

In Exhibit X of the CICA Response, CICA included a student calendar for the 2025-26 school year. Many of the teacher work days and student minimum days were missing from the calendar. On October 8, 2025 the District sought clarification regarding the discrepancies. HCCTS apologized for the confusion and provided a second calendar, stating that the updated version was correct. A subsequent communication from HCCTS on October 13, 2025 provided a third calendar. HCCTS indicated that they had made another error and they were intending to bring the most recent (October 13) calendar to the HCCTS Board the following week. To-date, HCCTS has not provided the District with the final, HCCTS Board approved student calendar.

The District also identified ongoing concerns with student agreements, including the absence of versions provided in the student's primary language and a general lack of clarity in the content of the agreements. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

Violation of Law – Credential Misassignments

1. District NOV Findings

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

HCCTS has provided instruction to its students using teachers who do not hold the appropriate credential as required by the Education Code. In correspondence dated March 17, 2025, HCCTS represented that Nancy Mora, Credentials Technician from San Diego County Office of Education ("SDCOE"), provided them with a recommendation that the Adult Education Credentials would be the appropriate credential for HCCTS teachers of record in a general education K-12 assignment. The District inquired with the California Commission on Teacher Credentialing ("CTC") and in correspondence dated March 11, 2025, received clarification confirming that the SDCOE's interpretation was incorrect: "While the credential was not designed only for providing instruction in an adult setting like the Designated Subjects Adult Education teaching credential, both the Multiple Subject and Single Subject teaching credentials authorize teaching in classes for adults in the respective classroom settings…" HCCTS failed to seek guidance from the CTC regarding credential requirements, but instead relied on faulty information from the Ms. Mora resulting in disallowed ADA. (*See NOV Exhibit G.*)

2. CICA Response to NOV

In the CICA Response HCCTS acknowledges that all CICA teachers must hold valid teaching credentials and that paraeducators should not serve as classroom teachers without them. HCCTS also acknowledges that, under prior practice, HCCTS relied on adult education credentials based on guidance previously received from outside agencies, but since that does not meet current expectations from CDE and CTC, they will take responsibility for correcting it.
The remedial measures outlined in the CICA Response include the following actions beginning with the 2024–25 school year:

- HCCTS laid off teachers who did not hold the required credentials and re-staffed classes with appropriately credentialed teachers.
- *Credentialing Review*: Examined over 300 staff profiles and held 269 individual consultations with certificated staff to create personalized compliance pathways.
- *Support Systems*: Established a credentialing support team of staff and consultants; built a centralized credentialing database; and partnered with UMass Global to provide flexible, remote intern credential pathways, and are hiring mentor teachers.
- *Financial and Professional Support*: Adopted Board Policy 4112.3 to reimburse staff for exam fees and coursework; approved a K–12 Teacher Retention Incentive, and aligned hiring timelines with CTC testing windows and permit options.
- *Hiring Reforms*: Suspended instruction in July 2025 to allow time to re-staff with fully credentialed teachers before the school year, implemented structured hiring and rehire processes tied to credential readiness; and issued updated teacher agreements.
- *Governance Safeguards*: Adopted new board policies requiring all certificated staff to hold valid credentials at hire and renewal, mandating use of Frontline to track compliance, and prohibiting nepotism in hiring through Board Policy 4212.8.

HCCTS asserts that through these actions, it has corrected past practices and put in place systems that ensure all teachers moving forward will hold valid K–12 credentials, and committed to ongoing monitoring and support to keep CICA fully compliant.

3. District Analysis of CICA Response and Findings

Staff Finding(s): Remedial Actions Taken Sufficiently Addressed this Violation

HCCTS acknowledges responsibility for the past errors related to certificated teacher credential misassignments. HCCTS took action to correct the violation with significant staffing layoffs during the 2024-25 school year. The CICA Response states that the Charter School agrees that all teachers must hold a valid teaching credential. The response included a list of steps that have already been taken.

The District's review of HCCTS' response, the evidence provided, and information collected through the annual oversight activities reflect clear and convincing evidence that HCCTS has changed staffing practices and reformed to comply with the law. The District staff have seen evidence that the HCCTS staff have become more knowledgeable about credentialing options to ensure compliance. HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing. Therefore, the District has been determined that CICA remedied this violation to the satisfaction of the District.

Violation of Law – Violation of WIOA Exclusive Partnership Agreement

1. District NOV Findings

During its 2024–25 oversight review, the District discovered that HCCTS had allowed individuals who were not enrolled students to participate in its Career Technical Education ("CTE") Truck Driving program. This practice violates the legal requirement that instruction be provided exclusively in partnership with Workforce Innovation and Opportunity Act ("WIOA") programs.

According to HCCTS, this practice began in 2014 at the direction of a Board member, was supported by the Executive Director, and continued with Board approval through the 2024–25 school year. The issue was previously raised during the 2018 FCMAT audit of HCCS. In a letter dated June 22, 2018, HCCTS asserted that Education Code sections 47612.1(a) and 47605.1 requires a charter school "provide instruction exclusively in partnership with WIOA," but does not require the charter school to "operate exclusively in partnership with" WIOA. While the District agrees with the interpretation of law as outlined by HCCTS in its letter dated June 22, 2024, the practice of providing instruction to non-students as part of HCCTS' partnership with the Volunteers of America, Local 185 Union, Sacramento County Sheriff's Office, and the Sacramento Police Department, violates this agreement. *(See NOV Exhibit H.)*

2. CICA Response to NOV

In the CICA Response HCCTS acknowledges that past practices in the Truck Driving program violated the requirements of its WIOA partnership agreement, which stipulates that instruction must be provided exclusively in partnership with WIOA programs. Specifically, HCCTS acknowledges that beginning in 2014, and with the support of prior leadership, non-students were allowed to participate in the program through informal arrangements with outside organizations. HCCTS assures that under current leadership, this practice has been ended and the following corrective steps have been taken to ensure compliance including and fully cure the issue:

- A formal investigation was completed by the Director of HR in 2024–25.
- Disciplinary action was taken against an employee.

- A stop notice was issued in December 2024 prohibiting non-student participation.
- Between December 2024 and January 2025, Highlands discontinued informal partnerships with Local 185, the Sacramento Police Department, and the Sacramento County Sheriff's Office.
- On January 6, 2025, Highlands officially ended all non-student participation across programs.
- The Truck Driving program was suspended and will remain paused until Highlands can ensure full compliance with WIOA requirements, its charter, and the MOU.

3. District Analysis of CICA Response and Findings

Staff Finding(s): Remedial Actions Taken Insufficiently Addressed this Violation

The CICA Response acknowledges that prior practices violated the requirements of the WIOA, which mandates that instruction be provided exclusively in partnership with WIOA programs. In the CICA Response, HCCTS restated actions taken prior to the issuance of the NOV and asserted a commitment to correcting past errors and ensuring future compliance. However, the three (3) exhibits submitted were identical to those previously provided to the District and did not offer any new or substantive evidence to refute or remedy the violation.

Due to the absence of additional supporting documentation, the District finds that this violation remains unremedied. Furthermore, the District notes material inconsistencies between statements provided by the CTE Instructor and representations made in the CICA Response. Accordingly, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

C. FISCAL MISMANAGEMENT

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

CICA Engaged in Fiscal Mismanagement – San Diego Administrative Location

1. District NOV Findings

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

MOU Amendment No. 3 does not include the San Diego location as an administrative site for CICA. However, on October 3, 2024 and November 17, 2024 HCCTS' Board of Directors adopted the location as an Admin Facility for both HCCS and CICA.

This costly expenditure of a public funds on an administrative condominium located nowhere near CICA student locations constitutes fiscal mismanagement of public funds. *(See NOV Exhibits F and I.)*

2. CICA Response to NOV

In the Response HCCTS acknowledges that the decision to lease a condominium office in San Diego was a misstep that does not align with our mission or our responsibility to ensure all expenditures directly benefit students, recognizes that this was poor judgment under prior leadership, and understands the District's concern that this constituted fiscal mismanagement.

HCCTS represents that it has since vacated the property and taken corrective steps to minimize the financial impact, including, engaged Newmark Realty on March 27, 2025, to sublease the space, revised the listing in June 2025, and remains prepared to accept any commercially reasonable offer. HCCTS expressed its committed to recouping as much value as possible and bringing this matter to resolution.

HCCTS also assures that moving forward, it has implemented stronger financial controls and multi-level approval processes to prevent similar errors and ensure that all facility and spending decisions are directly tied to student learning and educational service, reinforcing its commitment to fiscal responsibility, transparency, and compliance.

3. District Analysis of CICA Response and Findings

Staff Finding(s): Remedial Actions Taken Insufficiently Addressed this Violation

The CICA Response provides no evidence to support the assertion that the San Diego Site condominium has been vacated. While HCCTS has taken steps to minimize the financial impact, the lease remains active, and associated expenses continue. The District notes that considerable public funds were expended on a facility that has not been used to serve HCCTS students, and no evidence has been provided to demonstrate that these expenditures have been appropriately addressed, mitigated, or remedied. Although the District recognizes the actions taken to reduce ongoing costs, this violation remains unresolved. Therefore, the District has determined that CICA failed to refute or remedy this violation to the satisfaction of the District.

V. CONCLUSION

The District Board has determined based on substantial evidence that CICA has failed to refute to the District's satisfaction or remedy all the violations set forth in the NOV. Accordingly, the District Board hereby issues this **Notice of Intent to Revoke** to HCCTS as the governing body of CICA.

PLEASE TAKE NOTICE that a public hearing regarding revocation of CICA Charter will be held as follows:

Date:	**December 2, 2025**
Time:	**5:30 p.m.**
Location:	**Twin Rivers Unified School District** **5115 Dudley Blvd.** **McClellan Park, California**

The District Superintendent or designee shall send the Notice of Intent to Revoke to:

Highlands Community Charter and Technical Schools
Board of Directors

1333 Grand Ave.
Sacramento, CA 95838-3654

NOTICE OF INTENT TO REVOKE
California Innovative Career Academy

This Notice of Intent to Revoke will be issued upon approval by the Twin Rivers Unified School District Board of Trustees

November 4, 2025

I. BACKGROUND

The Twin Rivers Unified School District ("District") Board of Trustees ("Board") initially approved the petition for the establishment of California Innovative Career Academy ("CICA" or "Charter School") in 2019. On or about June 25, 2019, the Board conditionally approved the petition for a five-year term from July 1, 2019, through June 30, 2024 ("Charter"). Pursuant to Education Code section 47607.4, CICA's Charter was automatically extended through June 30, 2027, by operation of law.

On or about January 16, 2020, the District and CICA entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding CICA's program, operation, structure, and obligations. Subsequent amendments to the MOU approved by the Board extended its term through June 30, 2027. On or about January 23, 2024, the District and CICA agreed to Amendment No. 3 of the MOU ("MOU Amendment No. 3") among other things, confirming the District's authorization of specified locations CICA had established for charter school operations and makes other clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight.

MOU Amendment No. 3 provides in part:

> "The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation." [1](Emphasis added.)

CICA is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS"), a California nonprofit public benefit corporation, and its Board of Directors.

Following multiple and varying requests for information and notices of concern over a twelve-month period, the District determined that HCCTS either failed to remedy multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District or makes promises of

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

future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS. As a result and since the District viewed CICA's material violations of the conditions, standards, or procedures of its Charter and MOU, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law as grounds for revocation, the District determined that the point has been reached where it was necessary to initiate the first step in the formal revocation process contained in the Education Code, which is the issuance of a Notice of Violation per Education Code section 47607(g) and Title 5, Cal. Code of Regulations, section 11968.5.2, and at its meeting on June 17, 2025, recommended to the Board that it issue a Notice of Violation to CICA.

On June 17, 2025, the Board approved issuance of the recommended Notice of Violation ("NOV") to CICA pursuant to Education Code section 47607. In the NOV, the District identified CICAs violations and including all evidence relied upon by the District as Exhibits. The NOV also provided CICA with a reasonable opportunity to respond to and/or remedy the violations by September 26, 2025. The NOV documented specific factual findings and provided evidence to support each of the legal grounds for revocation. *(See NOV and its Exhibits A-H.)*

On September 26, 2025, HCCTS timely submitted its response ("CICA Response") to the NOV. However, the supporting evidence was not provided to the District until September 29, 2025. *(See CICA Response dated 9/26/26 and Exhibits A-BB.)*

II. NOTICE OF INTENT TO REVOKE

District staff have evaluated the CICA Response and all documentation produced by CICA. After conducting a thorough, objective, and data-driven review, District staff determined that CICA has sufficiently addressed one of the violations, but has failed to refute to the District's satisfaction, or remedy all of the violations identified in the NOV, and significant violations continue to exist, including material violations of the conditions, standards, or procedures of its charter, and violations of law. Consequently, District staff recommends that the Board issue this Notice of Intent to Revoke and notice of facts in support of revocation to CICA ("NIR") pursuant to Education Code section 47607 and Title 5, section 11968.5.2 of the California Code of Regulations ("Section 11968.5.2").

Upon the Board's determination that CICA failed to refute, take remedial action, or propose remedial action specific to each of the alleged violations of the Charter and law identified in the NOV, it will adopt and issue this NIR to CICA via the HCCTS Board of Directors based on the grounds for revocation set forth below:

1. CICA committed a material violation of the conditions, standards, or procedures set forth in the charter.
2. CICA violated any law.
3. Failed to meet generally accepted accounting principles, and/or engaged in fiscal mismanagement.

The findings below and substantial evidence in support of issuing the NIR to CICA conform to the standards and procedures of Education Code section 47607 and Section 11968.5.2. This report provides the District Board with a summary of the violations identified in the NOV, CICA's Response, and the District staff's analysis of CICA Response, and findings.

III. LEGAL AUTHORITY

Per Education Code section 47607(f):

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

A chartering authority commences the revocation process with the issuance of a Notice of Violation that includes a reasonable opportunity to remedy the identified violations. (Ed. Code § 47607(g).) Section 11968.5.2(c) outlines the obligations of a charter school governing body once a Notice of Violation is received:

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

Per Section 11968.5.2(d), after conclusion of the reasonable opportunity to remedy period specified in the NOV, the chartering authority:

> [S]shall evaluate the response of the charter school's governing body as described in the school's charter response to the Notice of Violation and any supporting evidence, if submitted, and shall take one of the following actions:
>
> (1) If the chartering authority has substantial evidence that the charter school has failed to refute to the chartering authority's satisfaction, or remedy a violation identified in the Notice of Violation, continue revocation of the school's charter by issuing a Notice of Intent to Revoke to the charter school's governing body as described in the school's charter; or

(2) Discontinue revocation of the school's charter and provide timely written notice of such action to the charter school's governing body as described in the school's charter.[2]

On a date no later than 30 days after providing the NIR, the chartering authority shall hold a public hearing in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, the chartering authority shall issue a final decision to revoke or decline to revoke the charter, unless the chartering authority and the charter school agree to extend the issuance of the decision by an additional 30 days. (Ed. Code, § 47607(h); Section 11968.5.2(f).)

IV. NOTICE OF FACTS AND FINDINGS IN SUPPORT OF REVOCATION

The factual bases for issuance of this NIR are set forth below. The District incorporates all of the substantial evidence, including supporting documentation included in the NOV.

A. VIOLATIONS OF CHARTER

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

Violation of Charter – Grade Level Changes

1. District NOV Findings

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

CICA's Charter only authorizes the Charter School to provide instruction to students in grades 1, 2, and 12. However, CICA enrolled students in grades 9 and 10 without submitting a material revision request, in violation of its Charter and Education Code section 47605(a)(4).

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

[2] If the chartering authority does not act, as specified in Section 11968.5.2(d), within 60 calendar days of the conclusion of the remedy period specified in the NOV, the revocation process is terminated and the NOV is void.

2. CICA Response to NOV

In the HCCS Response, HCCTS acknowledges that Education Code section 47605(a)(4) makes clear that a charter school seeking to expand operations to additional sites or grade levels must submit a material revision to its charter and notify its authorizer, and that HCCTS did not submit a material revision when grade levels were changed beginning in the 2020–21 school year. HCCTS expresses regrets that this process was not followed in the past, and assures the District that under new leadership, HCCTS is committed to full compliance, clear communication, and a constructive working relationship with the District to ensure that changes moving forward are properly authorized and transparent.

To address this violation, HCCTS has submitted a material revision request to the District. HCCTS indicates that the proposed material revision is intended to fully align CICA's charter with current practice, CDE guidance, and District oversight, and this issue will be fully resolved once the District Board approves the submitted material revision. HCCTS indicates that if the Board does not approve the material revision, HCCTS will comply by returning to the grade levels specified in CICA's existing approved Charter.

3. District Analysis of CICA Response and Findings

Staff Finding(s): Remedial Action Insufficiently Addresses this Violation

The remedial plan provided by CICA is the material revision request submitted to the District on October 10, 2025. The late submission of the material revision, after the conclusion of the remedy period has significantly delayed the District's ability to conduct a comprehensive review before a recommendation must be made regarding this violation. As a result of the late submission, the District cannot make a determination regarding the material revision until the District Board meeting in January 2026.

While HCCTS asserts that it will align grades with what is reflected in the CICA Charter, the Charter School is currently serving students in grades 9th, 10th, and 12th. The CICA Response failed to provide any evidence or information as to how the Charter School will transition to approved grades in order to ensure compliance with the current Charter or to add 11th grade (should the material revision be approved). The CICA Response failed to provide any plans, timelines, or actions that will be taken in order to transition from the current structure to the approved grade levels.

Assertions by HCCTS without sufficient evidence that changes will be made to ensure compliance do not demonstrate that corrective actions have been implemented or that compliance will be achieved. Accordingly, the District has determined that CICA failed to refute or remedy this violation to the satisfaction of the District.

Violation of Charter – Location Changes

1. District NOV Findings

On or about January 23, 2024, the District and HCCTS agreed to the MOU Amendment No. 3 which included a list of approved locations for CICA's charter school operations. The MOU Amendment No. 3 includes the express requirement for CICA to submit a written request if the "Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s),

including satellite facilities or resource centers…" CICA's enrollment reports submitted beginning with July 2024 through March 2025 reflect students enrolled at locations that are not approved in MOU Amendment No. 3.

In addition, on October 3, 2024, October 17, 2024, and November 7, 2024 the HCCTS Board of Directors approved multiple locations for CICA operations which are not included in the list of approved locations identified MOU Amendment No. 3. The District has sent multiple communications regarding HCCTS' addition of locations without submitting a material revision request. In a Notice of Concern dated April 23, 2025, the District outlined specific steps that must be taken to address discrepancies and comply with MOU Amendment No. 3. To-date, no material revision request has been submitted for these locations and CICA continues to operate at these locations in violation of the MOU Amendment No. 3 and Education Code section 47605(a)(4). *(See NOV Exhibits A, C, and I.)*

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

2. CICA Response to NOV

HCCTS acknowledges that the MOU Amendment No. 3 governs the approval and operation of CICA facilities and makes clear that any new locations require District authorization through a material revision. HCCTS also acknowledges that in the past, locations were opened or relocated without first completing the formal material revision process required by the MOU, and that this was a failure of compliance, that HCCTS accepts responsibility for non-compliance.

In the CICA Response HCCTS assures the District that it has since taken corrective steps, and that moving forward, HCCTS will strictly comply with the requirement to submit a material revision for any facility location change, ensuring that the District is fully informed and that all operations are authorized.

To address this violation, HCCTS has submitted a material revision request to the District. HCCTS indicates this issue will be fully resolved once the District Board approves the submitted material revision. If the Board does not approve certain sites, HCCTS indicates that it will immediately limit operations to District-approved locations.

3. District Analysis of CICA Response and Findings

Staff Finding(s): Remedial Action Insufficiently Addresses this Violation

The remedial plan provided by CICA is the submission of the material revision request on October 10, 2025. The late submission of the material revision, after the conclusion of the remedy period has significantly delayed the District's ability to conduct a comprehensive review before a recommendation must be made regarding the violation related to locations. As a result of the late submission, the District cannot make a determination regarding the material revision until the District Board meeting in January 2026.

While CICA asserts that its actions were not intentional, the District's review of the record demonstrates that CICA knowingly and willfully disregarded multiple Notices of Concern and District communications by repeatedly voting to approve and subsequently occupying new locations despite its receipt of directives and warnings from the District to the contrary.

Despite the assertion that CICA will align its locations with the Charter, the Charter School is currently operating at locations that have not been approved by the District. In the CICA Response, the Charter School has failed to provide any details regarding how the leases will be terminated for the locations no longer used by CICA or the corrective actions that will be taken to ensure continued compliance.

The CICA Response primarily consists of statements asserting that changes will be made after the District Board of Trustees makes a determination regarding the material revision. However, such assertions, without substantive evidence demonstrating actional plans for implementation or corrective action at the operational level, are insufficient to establish compliance or remedy the identified violations. Therefore, the District has determined that CICA failed to refute or remedy this violation to the satisfaction of the District.

B. VIOLATIONS OF LAW

CICA has committed the following violations of law:

Violation of Law – Failure to Submit Annual Independent Audit Report

1. District NOV Findings

Education Code section 47064.33(a) requires that all charter schools file certain periodic financial reports, including annual audits. Likewise, section 47064.33(b) recognizes the importance for the charting authority to rely on these and any other financial reports in carrying out its oversight duties and "monitoring the fiscal condition of [a] charter school." (Ed. Code, § 47064.33(b).) Additionally, Education Code § 47605(m) requires charter schools to, "...transmit a copy of its annual, independent financial audit report for the preceding fiscal year...to its chartering authority...by December 15 of each year."

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

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

2. CICA Response to NOV

HCCTS acknowledges that Education Code sections 47604.33 and 47605, as well as the HCCTS charter, require timely completion and submission of an annual independent audit report, and that the 2023–24 audit has not yet been submitted to the District and that multiple deadlines were missed. However, HCCTS asserts that the delay regarding the final audit report is outside its control and it has consistently provided documentation requested by the auditor Eide Bailly and followed up on promised delivery timelines as demonstrated in Exhibit J of its Response which details an extensive list of document requests fulfilled by HCCTS staff; and even though HCCTS and its legal counsel has formally demanded its completion and continue to press for immediate resolution, the final audit has not been received from Eide Bailly. HCCTS assures that it will provide the District with the completed audit report immediately upon its release by Eide Bailly.

HCCTS further assures that moving forward, it will ensure timely completion of audits by: "Holding vendors accountable through stricter contracts and oversight" and "Engaging with TRUSD earlier in the process to provide status updates and transparency."

3. District Analysis of CICA Response and Findings

Staff Finding(s): Remedial Action Insufficiently Addresses this Violation

While HCCTS asserts that its independent auditor Eide Bailly has not indicated any significant findings in the draft report for 2023-24, the District has identified additional violations of law that will need to be reviewed upon completion of the final audit report and will be addressed with HCCTS through the oversight process.

Exhibit H of the CICA Response is a letter from HCCTS' legal counsel to the audit firm of Eide Bailly, LLP. In this letter, HCCTS' legal counsel acknowledges that "Highlands cannot cure the District's Notice of Violation without the audit report".

The District does not concur with CICA's position that the audit report delay is due solely to factors outside the Charter School's control. Although CICA attributes the delay, in part to technical errors and testing requirements arising from the California State Auditor's review, the State Auditor's report revealed multiple findings directly attributable to CICA's own governance and management practices. The District finds that the delay is a direct and foreseeable consequence of internal failures in governance, fiscal oversight, and academic accountability. The District agrees with the statement made by HCCTS' legal counsel from Exhibit H of the CICA Response which noted that this violation cannot be cured without the final audit report. Therefore, the District has determined that CICA failed to refute or remedy this violation to the satisfaction of the District.

Violation of Law – Failure to Track Minimum Instructional Minutes

1. District NOV Findings

California Education Code 47612.5 mandates that charter schools provide a minimum number of annual instructional minutes equivalent to those required of traditional public schools. Before March 2025, CICA did not have a process or documentation to ensure compliance with minimum instructional minutes. On September 9, 2024, Melissa Roberson, Director of Accountability and Assessment, HCCTS stated "Due to the nature of independent study, CICA does not currently have an instructional minutes report."

By correspondence dated October 30, 2025, the District notified HCCTS that the requirement to meet minimum instructional minutes was outlined in Education Code 47612.5 and CICA's Charter, which states "CICA will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served." In the October 30 correspondence, the District requested the documentation that CICA uses to ensure the minimum number of instructional days and minutes are being met.

HCCTS responded on November 26, 2024, and stated that while pacing guides had been created at the beginning of the 2023-24 year to ensure compliance with minimum instructional minutes, HCCTS had only recently submitted the pacing guides to their legal counsel to evaluate the documentation. HCCTS stated that they would "make any necessary adjustments" and provide the District with the information after they were presented to the HCCTS Board of Directors.

By correspondence dated February 19, 2025, the District requested an update regarding the original request regarding how CICA ensures that the minimum number of instructional days and minutes are being met. On March 24, 2025 HCCTS provided a 20-page response. The March 2025 response from HCCTS failed to adequately address the request and caused additional concerns as outlined below:

- Potential material changes to the instruction model to a Course-Based Independent Study delivery. This would require the HCCTS Board approval as outlined in Education Code 51749.5. If CICA has moved to a Course-Based Independent Study model the District does not believe the pacing guides contain all of the required information that the HCCTS Board of Directors would need to certify the minutes.

- The hours listed for each course are not totaled and, in some cases, do not meet minimum instructional minute requirements as outlined in Education Code 51747.5. Failure to include the total hours fails to provide the District with the originally requested information to outline how CICA ensures the minimum instructional minutes are being met.

- The documentation provided by CICA omitted any explanation for assignments during weeks that might have less than five school days and how the requirements are met for those weeks, which reflects an overall inadequate explanation with their pacing guides.

- HCCTS failed to explain if all students are required to carry a full workload, which is required information in order to determine whether the minimum instructional minutes are being met.

- The April 2025 documentation appears to have errors as some of the assignments show 7.24 hours while others show 7.25 hours. These errors include an issue with the English A course in which there are no time valuations for the "Guided Notes Completion" column. While this may be correct, there is no explanation regarding how this course would total 103.2 hours as represented by HCCTS.

- The District notes additional concerns with the English C and Pre-Algebra A for which total hours and an explanation for discrepancies would be required to fully show the minimum instructional minutes are being met.

- Upon review of the calendar which was attached to HCCTS March 2025 response, the District was unable to verify 204 days. The start date on the calendar is July 8, 2025, which would be

more than 204 days, however, the HCCTS May 15, 2025 Board meeting had a completely different calendar which indicates the first day of school as August 6, 2025.

The above demonstrates CICA's fiscal mismanagement and violation of the law. *(See NOV Exhibit E.)*

2. CICA Response to NOV

In the CICA Response HCCTS states that the Charter School meets instructional time requirements through documentation of student engagement, evaluation of work product, and offering both synchronous and asynchronous learning opportunities. The CICA Response also points to the pacing guides as the tool that offers teachers guidance to assign work and assess time-value for the work completed. CICA also notes that the non-classroom-based program with the independent study model allows room for teacher judgment on individual work product and the time-value that a teacher may deem appropriate. The Charter School also stated that the assignment work record supports with recording daily engagement an documentation of the time-value. The CICA Response indicated that the pacing guides constitute the general recommendations for time-value assignment and demonstrates that any student who is fully engages has ample opportunity to participate in the required instructional minutes. The CICA response also included a student calendar.

3. District Analysis of HCCS Response and Findings

Staff Finding(s): Remedial Action Plan Insufficiently Addresses this Violation

The District's review of the evidence provided revealed multiple deficiencies in the pacing guides and related documentation. Specifically, the pacing guides lack clarity regarding instructional sequence and expectations, and there is insufficient information describing how time values are determined for assignments or instructional activities. Additionally, the methods used to evaluate and score student work are not clearly defined, making it impossible to verify whether students are meeting stated learning objectives.

In Exhibit X of the CICA Response, CICA included a student calendar for the 2025-26 school year. Many of the teacher work days and student minimum days were missing from the calendar. On October 8, 2025 the District sought clarification regarding the discrepancies. HCCTS apologized for the confusion and provided a second calendar, stating that the updated version was correct. A subsequent communication from HCCTS on October 13, 2025 provided a third calendar. HCCTS indicated that they had made another error and they were intending to bring the most recent (October 13) calendar to the HCCTS Board the following week. To-date, HCCTS has not provided the District with the final, HCCTS Board approved student calendar.

The District also identified ongoing concerns with student agreements, including the absence of versions provided in the student's primary language and a general lack of clarity in the content of the agreements. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

Violation of Law – Credential Misassignments

1. District NOV Findings

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

HCCTS has provided instruction to its students using teachers who do not hold the appropriate credential as required by the Education Code. In correspondence dated March 17, 2025, HCCTS represented that Nancy Mora, Credentials Technician from San Diego County Office of Education ("SDCOE"), provided them with a recommendation that the Adult Education Credentials would be the appropriate credential for HCCTS teachers of record in a general education K-12 assignment. The District inquired with the California Commission on Teacher Credentialing ("CTC") and in correspondence dated March 11, 2025, received clarification confirming that the SDCOE's interpretation was incorrect: "While the credential was not designed only for providing instruction in an adult setting like the Designated Subjects Adult Education teaching credential, both the Multiple Subject and Single Subject teaching credentials authorize teaching in classes for adults in the respective classroom settings…" HCCTS failed to seek guidance from the CTC regarding credential requirements, but instead relied on faulty information from the Ms. Mora resulting in disallowed ADA. (*See NOV Exhibit G.*)

2. CICA Response to NOV

In the CICA Response HCCTS acknowledges that all CICA teachers must hold valid teaching credentials and that paraeducators should not serve as classroom teachers without them. HCCTS also acknowledges that, under prior practice, HCCTS relied on adult education credentials based on guidance previously received from outside agencies, but since that does not meet current expectations from CDE and CTC, they will take responsibility for correcting it.
The remedial measures outlined in the CICA Response include the following actions beginning with the 2024–25 school year:

- HCCTS laid off teachers who did not hold the required credentials and re-staffed classes with appropriately credentialed teachers.
- *Credentialing Review*: Examined over 300 staff profiles and held 269 individual consultations with certificated staff to create personalized compliance pathways.
- *Support Systems*: Established a credentialing support team of staff and consultants; built a centralized credentialing database; and partnered with UMass Global to provide flexible, remote intern credential pathways, and are hiring mentor teachers.
- *Financial and Professional Support*: Adopted Board Policy 4112.3 to reimburse staff for exam fees and coursework; approved a K–12 Teacher Retention Incentive, and aligned hiring timelines with CTC testing windows and permit options.
- *Hiring Reforms*: Suspended instruction in July 2025 to allow time to re-staff with fully credentialed teachers before the school year, implemented structured hiring and rehire processes tied to credential readiness; and issued updated teacher agreements.
- *Governance Safeguards*: Adopted new board policies requiring all certificated staff to hold valid credentials at hire and renewal, mandating use of Frontline to track compliance, and prohibiting nepotism in hiring through Board Policy 4212.8.

HCCTS asserts that through these actions, it has corrected past practices and put in place systems that ensure all teachers moving forward will hold valid K–12 credentials, and committed to ongoing monitoring and support to keep CICA fully compliant.

3. District Analysis of CICA Response and Findings

Staff Finding(s): Remedial Actions Taken Sufficiently Addressed this Violation

HCCTS acknowledges responsibility for the past errors related to certificated teacher credential misassignments. HCCTS took action to correct the violation with significant staffing layoffs during the 2024-25 school year. The CICA Response states that the Charter School agrees that all teachers must hold a valid teaching credential. The response included a list of steps that have already been taken.

The District's review of HCCTS' response, the evidence provided, and information collected through the annual oversight activities reflect clear and convincing evidence that HCCTS has changed staffing practices and reformed to comply with the law. The District staff have seen evidence that the HCCTS staff have become more knowledgeable about credentialing options to ensure compliance. HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing. Therefore, the District has been determined that CICA remedied this violation to the satisfaction of the District.

Violation of Law – Violation of WIOA Exclusive Partnership Agreement

1. District NOV Findings

During its 2024–25 oversight review, the District discovered that HCCTS had allowed individuals who were not enrolled students to participate in its Career Technical Education ("CTE") Truck Driving program. This practice violates the legal requirement that instruction be provided exclusively in partnership with Workforce Innovation and Opportunity Act ("WIOA") programs.

According to HCCTS, this practice began in 2014 at the direction of a Board member, was supported by the Executive Director, and continued with Board approval through the 2024–25 school year. The issue was previously raised during the 2018 FCMAT audit of HCCS. In a letter dated June 22, 2018, HCCTS asserted that Education Code sections 47612.1(a) and 47605.1 requires a charter school "provide instruction exclusively in partnership with WIOA," but does not require the charter school to "operate exclusively in partnership with" WIOA. While the District agrees with the interpretation of law as outlined by HCCTS in its letter dated June 22, 2024, the practice of providing instruction to non-students as part of HCCTS' partnership with the Volunteers of America, Local 185 Union, Sacramento County Sheriff's Office, and the Sacramento Police Department, violates this agreement. *(See NOV Exhibit H.)*

2. CICA Response to NOV

In the CICA Response HCCTS acknowledges that past practices in the Truck Driving program violated the requirements of its WIOA partnership agreement, which stipulates that instruction must be provided exclusively in partnership with WIOA programs. Specifically, HCCTS acknowledges that beginning in 2014, and with the support of prior leadership, non-students were allowed to participate in the program through informal arrangements with outside organizations. HCCTS assures that under current leadership, this practice has been ended and the following corrective steps have been taken to ensure compliance including and fully cure the issue:

- A formal investigation was completed by the Director of HR in 2024–25.
- Disciplinary action was taken against an employee.

- A stop notice was issued in December 2024 prohibiting non-student participation.
- Between December 2024 and January 2025, Highlands discontinued informal partnerships with Local 185, the Sacramento Police Department, and the Sacramento County Sheriff's Office.
- On January 6, 2025, Highlands officially ended all non-student participation across programs.
- The Truck Driving program was suspended and will remain paused until Highlands can ensure full compliance with WIOA requirements, its charter, and the MOU.

3. District Analysis of CICA Response and Findings

Staff Finding(s): Remedial Actions Taken Insufficiently Addressed this Violation

The CICA Response acknowledges that prior practices violated the requirements of the WIOA, which mandates that instruction be provided exclusively in partnership with WIOA programs. In the CICA Response, HCCTS restated actions taken prior to the issuance of the NOV and asserted a commitment to correcting past errors and ensuring future compliance. However, the three (3) exhibits submitted were identical to those previously provided to the District and did not offer any new or substantive evidence to refute or remedy the violation.

Due to the absence of additional supporting documentation, the District finds that this violation remains unremedied. Furthermore, the District notes material inconsistencies between statements provided by the CTE Instructor and representations made in the CICA Response. Accordingly, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

C. FISCAL MISMANAGEMENT

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

CICA Engaged in Fiscal Mismanagement – San Diego Administrative Location

1. District NOV Findings

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

MOU Amendment No. 3 does not include the San Diego location as an administrative site for CICA. However, on October 3, 2024 and November 17, 2024 HCCTS' Board of Directors adopted the location as an Admin Facility for both HCCS and CICA.

This costly expenditure of a public funds on an administrative condominium located nowhere near CICA student locations constitutes fiscal mismanagement of public funds. *(See NOV Exhibits F and I.)*

2. CICA Response to NOV

In the Response HCCTS acknowledges that the decision to lease a condominium office in San Diego was a misstep that does not align with our mission or our responsibility to ensure all expenditures directly benefit students, recognizes that this was poor judgment under prior leadership, and understands the District's concern that this constituted fiscal mismanagement.

HCCTS represents that it has since vacated the property and taken corrective steps to minimize the financial impact, including, engaged Newmark Realty on March 27, 2025, to sublease the space, revised the listing in June 2025, and remains prepared to accept any commercially reasonable offer. HCCTS expressed its committed to recouping as much value as possible and bringing this matter to resolution.

HCCTS also assures that moving forward, it has implemented stronger financial controls and multi-level approval processes to prevent similar errors and ensure that all facility and spending decisions are directly tied to student learning and educational service, reinforcing its commitment to fiscal responsibility, transparency, and compliance.

3. District Analysis of CICA Response and Findings

Staff Finding(s): Remedial Actions Taken Insufficiently Addressed this Violation

The CICA Response provides no evidence to support the assertion that the San Diego Site condominium has been vacated. While HCCTS has taken steps to minimize the financial impact, the lease remains active, and associated expenses continue. The District notes that considerable public funds were expended on a facility that has not been used to serve HCCTS students, and no evidence has been provided to demonstrate that these expenditures have been appropriately addressed, mitigated, or remedied. Although the District recognizes the actions taken to reduce ongoing costs, this violation remains unresolved. Therefore, the District has determined that CICA failed to refute or remedy this violation to the satisfaction of the District.

V. CONCLUSION

The District Board has determined based on substantial evidence that CICA has failed to refute to the District's satisfaction or remedy all the violations set forth in the NOV. Accordingly, the District Board hereby issues this **Notice of Intent to Revoke** to HCCTS as the governing body of CICA.

PLEASE TAKE NOTICE that a public hearing regarding revocation of CICA Charter will be held as follows:

Date:	**December 2, 2025**
Time:	**5:30 p.m.**
Location:	**Twin Rivers Unified School District** **5115 Dudley Blvd.** **McClellan Park, California**

The District Superintendent or designee shall send the Notice of Intent to Revoke to:

Highlands Community Charter and Technical Schools
Board of Directors

1333 Grand Ave.
Sacramento, CA 95838-3654

TwinRivers
UNIFIED SCHOOL DISTRICT

Board of Trustees

Christine Jefferson
President

Rebecca Sandoval
Vice President

Sascha Vogt
Clerk

Michael Baker
Member

Stacey E. Bastian
Member

Basim Elkarra
Member

Sharon Reichelt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

January 30, 2026

Via Email and First-Class Mail

Board of Directors
Highlands Community Charter and Technical Schools (HCCTS)
c/o Jonathan Raymond, Executive Director
1333 Grand Ave.
Sacramento, CA 95838
jonathan.raymond@hccts.org

RE: Final Decision to Revoke - California Innovative Career Academy

Dear HCCTS Board of Directors and Mr. Raymond:

The Twin Rivers Unified School District ("District") Board of Trustees ("Board") approved issuance of a Final Decision to Revoke the Charter of **California Innovative Career Academy** at its special meeting on January 30, 2026. A copy of the Board Resolution approving issuance of the Final Decision is enclosed.

Sincerely,

Steve Martinez, Ed. D
Superintendent
Twin Rivers Unified School District

Enclosure: Resolution No. 1612

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

McClellan Park, California

RESOLUTION NO. 1612

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
Approving Issuance of a Final Decision to Revoke the Charter of
California Innovative Career Academy**

WHEREAS, the Twin Rivers Unified School District ("District") initially approved the petition for the establishment of California Innovative Career Academy ("CICA") charter school on June 25, 2019, for a five-year term running through June 30, 2024, and per Education Code section 47607.4, CICA's Charter was automatically extended by operation of law through June 30, 2027. CICA is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS") and its Board of Directors;

WHEREAS, the District and CICA entered into a Memorandum of Understanding ("MOU") on or about February 25, 2020, to document the arrangement and agreement between the parties regarding CICA's program, operation, structure, and obligations. Subsequent amendments to the MOU extended its term through June 30, 2027, and made clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight;

WHEREAS, as the charter authorizer of CICA, the District is responsible for overseeing CICA under Education Code 47604.32. This oversight responsibility includes monitoring whether CICA is operating in compliance with the conditions, standards, or procedures set forth in its Charter and MOU, meeting or pursuing the pupil outcomes identified in its Charter, failing to meet generally accepted accounting principles, or engaging in fiscal mismanagement, and complying with the law (Education Code section 47607(f));

WHEREAS, as a result of CICA's failure to remedy several areas of concern despite its receipt of multiple information requests and notices of concern from the District, and/or its failure to implement viable remedial plans to address these concerns, and since the District concluded that grounds for revocation existed, including material violations of the conditions, standards, or procedures of its Charter and MOU, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law, the District determined that the point has been reached where it was necessary to initiate the first step in the formal revocation process with the issuance of a Notice of Violation per Education Code section 47607 and Title 5, Cal. Code of Regulations, section 11968.5.2 ("Section 11968.5.2");

WHEREAS, on June 17, 2025, the Board unanimously approved issuance of a Notice of Violation ("NOV") to CICA pursuant to Education Code section 47607 based on findings that CICA materially violated the conditions, standards, and procedures of its Charter, failed to meet generally accepted accounting principles or engaged in fiscal mismanagement, and violated the law;

WHEREAS, the NOV also provided CICA with a reasonable opportunity to respond to and/or remedy the violations by September 26, 2025, and placed CICA on notice that if the violations were not addressed, the District may pursue further steps towards revocation of the Charter;

WHEREAS, at the conclusion of the remedy period, on September 26, 2025, CICA provided its response to the NOV, however, the supporting evidence was not provided to the District until September 29, 2025;

WHEREAS, District staff evaluated the response from CICA and all documentation produced with the response, and after conducting a thorough, objective, and data-driven review, District Staff determined that CICA failed to refute to the District's satisfaction, or remedy all of the violations identified in the NOV, and that significant violations continue to exist, including material violations of the conditions, standards, or procedures of its charter, fiscal mismanagement, and violations of law;

WHEREAS, based upon the substantial evidence demonstrating CICA's failure to refute and/or remedy multiple violations identified in the NOV, District staff recommended that the Board approve issuance of the a Notice of Intent to Revoke and notice of facts in support of revocation ("Notice of Intent to Revoke") to CICA pursuant to Education Code section 47607 and Section 11968.5.2, and the Board approved issuance of a Notice of Intent to Revoke at its meeting on November 4, 2025, supported by substantial evidence presented therewith, and further scheduled a public hearing on the issue of whether substantial evidence existed to revoke the Charter;

WHEREAS, on December 2, 2025, the Board of Trustees held a public hearing in compliance with Education Code section 47607, and took testimony from CICA representatives and the public on the issue of whether substantial evidence existed to revoke CICA's Charter based on the facts and conclusions in the Notice of Intent to Revoke;

WHEREAS, during a special Board meeting on January 27, 2026, District Staff presented their analysis of the measures taken by HCCTS to refute and/or remedy the violations identified in the Notice of Revocation. While the Board thoughtfully considered Staff's analysis and recommendation regarding revocation, it ultimately did not accept Staff's recommendation and no action was effectively taken regarding CICA's revocation; and

WHEREAS, the Board has convened on January 30, 2026, to consider whether to approve the issuance of a Final Decision to Revoke the Charter of CICA.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.

2. In support of its Final Decision to Revoke CICA's Charter, the Board adopts the facts and findings contained in the Notice of Intent to Revoke and its exhibits, as initially set forth in the NOV, and as stated herein, as its written factual findings, supported by substantial evidence

specific to CICA, and incorporates such findings into this Resolution as though set forth fully herein; and in support of its decision to issue a Final Decision to Revoke CICA's Charter, the Board further finds that:

(A) Substantial evidence demonstrates that the violations initially identified in the NOV, and demonstrated in the Notice of Intent to Revoke and exhibits thereto, and as further stated herein, have in fact occurred;

(B) CICA failed to refute, remedy, or propose remedial action sufficient to remedy all of the violations identified in the NOV;

(C) The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by CICA, and attempts at further corrective actions taken by CICA, although considered by the Board, failed to sufficiently remedy the violations identified in the NOV and substantiated in the Notice of Intent to Revoke, and/or promised unsubstantiated and unreliable future performance and resulting uncertainty regarding future compliance.

3. The Board hereby approves issuance of a Final Decision to Revoke the Charter of California Innovative Career Academy revoking CICA's Charter effectively immediately. The Superintendent or designee is hereby authorized and directed to notify the Sacramento County Board of Education and California Department of Education regarding the revocation approval and to take any such other actions needed to effectuate the purpose of this Resolution.

PASSED and ADOPTED by the Board of Trustees of the Twin Rivers Unified School District on the 30th day of January 2026 by the following vote.

AYES: 7
NOES: 0
ABSTAIN: 0
ABSENT: 0

ATTEST:

Christine Jefferson, President
Twin Rivers Board of Trustees

Sascha Vogt, Clerk
Twin Rivers Board of Trustees

Regular and Virtual School Board Meeting
06/17/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

M. 2. PRESENT and APPROVE the Issuance of Notice of Violation to California Innovative Career Academy Charter School

Quick Summary / Abstract

The Twin Rivers Unified School District (District) initially conditionally approved the petition for the establishment of California Innovative Career Academy (CICA) Charter School on June 25, 2019, for a five-year term running through June 30, 2024. Under Education Code section 47607.4, CICA's Charter was automatically extended through June 30, 2027, by operation of law. CICA is operated and governed independently by Highlands Community Charter and Technical Schools (HCCTS) and its Board of Directors. The District and CICAl entered into a Memorandum of Understanding (MOU) on or about February 25, 2020, to document the arrangement and agreement between the parties regarding CICA's program, operation, structure, and obligations. Subsequent amendments to the MOU extended its term through June 30, 2027, and made clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight.

As the charter authorizer of CICA, the District is responsible for overseeing CICA under Education Code 47604.32. This oversight responsibility includes monitoring whether CICA is operating in compliance with the conditions, standards, or procedures set forth in its Charter and MOU, meeting or pursuing the pupil outcomes identified in its charter, failing to meet generally accepted accounting principles, or engaging in fiscal mismanagement, and complying with the law (Education Code 47607(f).)

While the District acknowledges HCCTS' responsiveness to various requests for information and notices of concern in other areas regarding CICA over the past twelve months, HCCTS has either not remedied multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District, or has not yet implemented viable plans to address these issues.

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

The Notice of Violation calls for remediation of the matters identified in the Notice of Violation by no later than September 26, 2025. If these violations are not addressed, the District may pursue further steps towards revocation of the Charter.

The Superintendent recommends approval of the Issuance of Notice of Violation to California Innovative Career Academy Charter School. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916) 566-1600 ext. 31203.

Rationale

The Twin Rivers Unified School District (District) initially conditionally approved the petition for the establishment of California Innovative Career Academy (CICA) Charter School on June 25, 2019, for a five-year term running through June 30, 2024. Under Education Code section 47607.4, CICA's Charter was automatically extended through June 30, 2027, by operation of law. CICA is operated and governed independently by Highlands Community Charter and Technical Schools (HCCTS) and its Board of Directors. The District and CICAl entered into a Memorandum of Understanding (MOU) on or about February 25, 2020, to document the arrangement and agreement between the parties regarding CICA's program, operation, structure, and obligations. Subsequent amendments to the MOU extended its term through June 30, 2027, and made clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight.

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The Superintendent recommends approval of the Issuance of Notice of Violation to California Innovative Career Academy Charter School. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916) 566-1600 ext. 31203.

Supporting Documents

2025.06.12.Ltr.CICA Notice of Violation

Regular and Virtual School Board Meeting
06/17/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

2025.06.17.CICA. Notice of Violation Staff Report

CICA Exhibits A-I

Created on 6/10/2025 at 9:37 AM PT by Sharilyn Warta
Last Modified on 6/12/2025 at 1:49 PM PT by Lala Perez



Notice of Violation
California Innovative Career Academy

Presented by:

Ryan DiGiulio, Chief Business Official
William Schuetz, Attorney at Law, Dannis Woliver Kelley

TwinRivers UNIFIED SCHOOL DISTRICT

June 17, 2025

CICA Background

- **Initial Petition Approved:** 2019
- **Petition was Automatically Extended:** Three (3) Additional Years by Operation of Law
- **Petition Expiration Date:** June 30, 2027

CICA is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS"), a California nonprofit public benefit corporation, and its Board of Directors.

Charter School Revocation Process

A charter may be revoked by the chartering authority if the chartering authority finds, through a showing of substantial evidence, that the charter school did any of the following:

Violations of the Charter	Pupil Outcomes	Accounting Principles or Fiscal Mismanagement	Violation of Law
Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.	Failed to meet or pursue any of the pupil outcomes identified in the charter.	Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.	Violated of any law.

Ed Code, § 47607(f)

Notice of Violation Starts Revocation Process

- Must be delivered to the charter school 72 hours before the board meeting at which a chartering authority will consider issuing a Notice of Violation.
- If the authorizer's governing board approves issuance of Notice of Violation, it shall be delivered to the charter school governing board.
- Must specifically identify the violations serving as grounds for Notice of Violation and provide the charter school with all evidence relied upon to find charter in violation.
- Must identify a reasonable period of time for charter school to remedy or refute the identified violations.

CICA Notice of Violation Grounds

Violations of the Charter	Accounting Principles or Fiscal Mismanagement	Violation of Law
Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.	Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.	Violated law.

Ed Code, § 47607(f)

Violations of the Charter

- **Grade Level Changes:** CICA's charter authorizes instruction to students in grades 1, 2, and 12. CICA failed to notify the District before changing grade levels.

- **Location Changes:** CICA is operating at locations that were not included in MOU Amendment No. 3. To date, no material revision request has been submitted.

Violations of Law

- **2023-24 Independent Audit Report:** CICA failed to submit the audit report by December 15, 2024 as required by law. HCCS has missed multiple subsequent deadlines.

- **Credential Misassignments:** CICA teachers have provided instruction without holding the appropriate credential as required by the Education Code.

Violations of Law Continued

- **Failure to Track and Meet Minimum Instructional Minutes**
  - During the 2024-25 school year, CICA informed the District that they do not have instructional minutes to report "*due to the nature of independent study*". This violates CICA's petition and California Education Code 47612.5 which outlines minimum instructional minutes for non-classroom based schools.
  - CICA's petition states that it "will maintain no less than the minimum number of instructional days and minutes required by Education Code and/or the California Code of Regulations for each grade level served."
  - CICA has made efforts to construct a system to track and meet the minimum instructional minutes. However, evidence shows a continued failure to meet the requirements.
- **Violation Exclusive Partnership Agreement**
  - CICA allowed non-students to participate in the Career Technical Education Truck Driving Program, violating the exclusive partnership agreement with Workforce Innovative Opportunity Active (WIOA)

Fiscal Mismanagement

- **San Diego Administrative Location**
  - HCCTS secured an administrative suite at 406 9th Avenue, San Diego, CA 92101 despite having no students in or near the area.
  - Public records show the location is marketed as luxury office condominiums, with HCCTS' suite advertised as having a "dedicated balcony with unparalleled views of Petco Park".
  - The highest priced suite among the listed units for this address at the amount of $725,000.

Remedy Period

Remedy Period

- The District provides HCCTS with a remedy period of up to and including **September 26, 2025**, to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation.
  - Shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation.

Board Action

It is recommended that the Board approve the issuance of the Notice of Violation to California Innovative Career Academy.



Thank You

Exhibit A

CICA Charter Petition

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Petition for the California Innovative Career Academy

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

G

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

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Preface

Highlands Community Charter and Technical Schools (HCCTS), a California Public Benefit Corporation, is submitting this Charter Petition to start California Innovative Career Academy (CICA). This petition represents an opportunity for Twin Rivers Unified School District to have a greater number of its parents and other adult community members served, such that they can receive the opportunity to earn a high school diploma, and thus also help the children of the district. Since there is a limited amount of consortium dollars that are available to fund Twin Rivers Adult School, California Innovative Career Academy will further extend Twin Rivers' capability to serve these adult students without taking away resources from its own schools, just as California Innovative Career Academy has already extended Twin Rivers' ability to serve parents and other adults without losing resources.

The reason HCCTS wishes to start California Innovative Career Academy separate from its existing California Innovative Career Academy is simple: the current charter school is classroom-based, which means that all students must have at least 80% of their days of attendance within a classroom. However, most adults need to work, and even with a part-time job, they often cannot make the state mandated number of hours of classroom attendance. Thus, by having the Independent Study School, we would be able to help more of our community members, including many Twin Rivers Unified School District parents, succeed.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I, Murdock Smith, hereby certify that the information submitted in this application for California Innovative Career Academy, located within the boundaries and authority limits of the Twin Rivers Unified School District, is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school. California Innovative Career Academy (also referred to herein as "CICA" and "Charter School") shall:

- California Innovative Career Academy will commence services prior to September 30, 2019. The target date for the beginning of instruction is July 8, 2019: which will ensure compliance with Education Code Section 47652(c).

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations.

- Not charge tuition.

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

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

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

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

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

- Meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary.

- Ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers.

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

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

- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.

- On a regular basis, consult with its students, parents and teachers regarding CICA education programs. (Ed. Code § 47605(c).)

- Comply with any jurisdictional limitations to locations of its facilities.

- Comply with all laws establishing the minimum and maximum age for public school enrollment.

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

- Comply with the Public Records Act.

- Comply with the Family Educational Rights and Privacy Act.

- Comply with the Ralph M. Brown Act.

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

_____ _____

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

April 8, 2019

Element 1: The Educational Program

Governing Law*: *A description of the educational program of the School, designed, among other things, to identify those whom the School is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.

-- California Education Code Section 47605 (b) (5) (A) (i)

In accordance with California Education Code Sections 47605.1(g) and 47612.1, all instruction with CICA will be provided exclusively in partnership with the Greater Sacramento Urban League, a WIOA-funded organization, or other legally allowed exclusive partnership. Adult students who meet the terms of the partnership agreement and statutory requirements may be served by CICA.

California Innovative Career Academy will have a sound educational program that primarily serves unserved and underserved adults. We believe that the biggest challenge of the 21st century has been, and will continue to be, how to have the skills and knowledge to be able to have a livable-wage job, which includes students learning to become self-motivated, competent in specific "hard" and "soft" skills, and recognize that they need to be lifelong learners to keep up with a changing landscape of technology and legal requirements. While our school is a cohesive "whole," with all courses complementing each other, these courses can be configured in different permutations to build customized programs for different target populations.

1.1 Overview

Location	1333 Grand Avenue Sacramento, CA 95838
Educational Focus	CICA will provided an educational opportunity that offers California standards-aligned curriculum, instruction designed to maximize the growth of all students, and a goal-oriented program of helping every student realize his or her potential.
Grades Served	Serving adults 22 years of age and older, who do not have a U.S. high school diploma.
Flexible Instruction	All students will be provided curriculum that meets the California standards for their grade level with high-interest delivery and regular and purposeful assessment.
Mission of School	We are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.
Schools Like Highlands Community Charter School	California Innovative Career Academy offers a valuable alternative for students seeking independent study opportunities; the school supports their learning through one-on-one and online curriculum led by qualified teachers.
For more information	Web site: www.CICA.org Email: Murdock.smith@CICA.org Phone: (916) 844-2283

Our Beliefs about Education

Our school is being founded on the idea that giving opportunities for appropriate education to students who have been previously unserved benefits not only these individuals but benefits society as a whole. We believe that California needs more "tax makers" not "tax takers," and that well-designed schools, particularly for adults, will make this a reality such that the overall tax burden of California will go down, and the overall well-being of all residents of California will go up.

We believe that education needs to target the ultimate needs of students, such that they gain relevant skills and knowledge to be successful in their lives. We believe different students have different needs, so following a Theory of Constraints model, it is critical to have education that targets those specific needs, otherwise success will not occur. We recognize that all 21st century careers require technical skills and the ability to apply theory and academics to support those skills.

We believe that we must strive for greater efficiency and productivity in the learning process to help students to succeed, but that efficiency and effectiveness are only gained when students can retain and apply what they learn, and any "accelerated" program in which students can not apply the skills and knowledge they learned is actually decelerated learning, or worse.

We believe in making data-driven decisions in line with the scientific method, such that strategies are clearly planned for the long-term, but that logistics are only detailed for the short-term, with the understanding that the future is unknown, partly unknowable, and schools must have the ability to be flexible and adapt to an ever changing environment.

We believe in accountability to accurate principles. We believe there are mutually exclusive philosophies of either falsely believing we already know all the answers, or truly knowing that we can determine the answers as we gain more knowledge. We recognize that all forms of evaluation, whether of student learning, faculty teaching, accuracy and relevancy of content, or effectiveness of methodology will always have error, and that it is our job to reduce the error, and determine which direction is best for the system as a whole. We believe in sharing what we have learned and developed with others, such that we support open content, open source software, and open access to information.

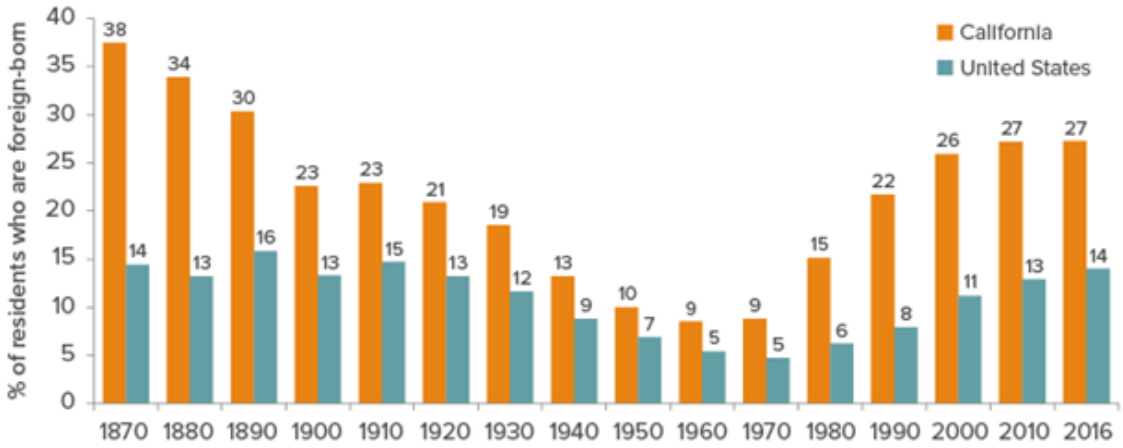
It is on this strong foundation of principles that our petition for a multi-campus adult-serving charter school is being Submitted, and from which we believe success will result.

1.2 Community Characteristics and Need

California

Immigrants in California (A Community of Immigrants)

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



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

Sacramento's Demographic Information

In 2002, the Civil Rights Project at Harvard University labeled Sacramento the most diverse city in the United States. According to the US Census Bureau as of July 2017, the population of Sacramento is 45% white, 23% Hispanic, 16% Asian, 11% black, and 6% are two or more races. Demographers expect the minority population to continue to grow in Sacramento and it is estimated that by 2050 Sacramento will grow by 54%. It is estimated that in Sacramento 62% of the population speaks English as a first language while 38% are English learners. In Sacramento, our minority populations are more likely to experience poverty than the white population. In Sacramento only 14% of the white population is socioeconomically disadvantaged, compared to 28% of the black population, 27% of the Hispanic population, 26% of the Native population, and 23% of people who identified as two or more races.

Sacramento's Workforce

Approximately 62% of people living in Sacramento are participating in the workforce with employment at 56% and unemployment at 10.5%. Minority groups have higher rates of unemployment with 17% unemployment for our black population, 15% for people who identified as two or more races, and 14% for Native Americans. Level of education is directly related to employment with a positive linear relationship. As of 2017, the median income in Sacramento was $60,239 with just over 14% of people in Sacramento living in poverty.

Sacramento's Education

For people living in Sacramento without a high school education, only 56% of them are employed compared to 70% of high school graduates, 78% with some college, and 87% for those with a bachelor's degree or higher. Within the Twin Rivers Unified School District, 31.7% of students drop out between ninth and twelfth grade with nearly 500 more students who stay enrolled through twelfth grade but do not graduate. According to the 2010 Census, up to 20% of adults living in the Twin Rivers Unified School District do not have a high school diploma or equivalent (Public Policy Institute of California, 2012). According to the US Census data in 2017, approximately 30% of people living in Sacramento have a bachelor's degree, while the remaining 70% do not.

The Need for California Innovative Career Academy

The area covered by the Twin Rivers Unified School District has tremendous educational needs. While some of these needs were met in the past by the adult education program of Twin Rivers Unified School District, with budget cuts, most of these opportunities have gone away for those who do not have a U.S. high school diploma. This has greatly impacted student access to dropout recovery, as well as programs serving ex-offenders and immigrants. All of these groups not only have a direct need for services, but by helping them, we also help the state of California by reducing welfare services, reducing recidivism, increasing the tax base, and increasing the cohesiveness of our society.

The Need for Dropout Recovery

Research has demonstrated that within a school year a student drops out of high school every 9 seconds in the United States (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). Further, according to the California State Legislature, "Research suggests that fewer than 70 percent of 9th grade pupils in California, and in some school districts, fewer than 50 percent, graduate from high school" (Carter, 2011).

The Need to Educate Ex-Offenders

High school dropouts are much more likely to become incarcerated, and many families in the Twin Rivers district are affected by having a family member who is an ex-offender. California Innovative Career Academy will be able to help rehabilitate these ex-offenders and provide them real job skills. By being able to provide for their family in a legitimate manner, the children of the ex-offenders will have better role models and be more likely to break the cycle of crime. Without serving this unserved population, the problem will just continue to grow in the Twin Rivers district.

Beyond the family, the community benefits when ex-offenders gain the skills needed to get a livable-wage job. For example, in our Truck Driving program, Linda Fowler (Site Administrator) has had as low as a 7% recidivism rate (California Performance Review Panel, 2004). This lowers the tax-burden to the community and California by these "tax-takers becoming tax-makers," to quote County Supervisor Phil Serna.

The Need to Educate and Acclimate Immigrants

Sacramento has been labeled "America's Most Diverse City" (Stodghill & Bower, 2002), with many first generation immigrants. It is critical that new immigrants are able to learn the most common language and cultural norms of the United States to integrate and identify with being part of our nation. Without having this opportunity, immigrants tend to stay in their own ethnic communities, which then makes our nation becomes less of a United States of America. CICA will provide educational opportunities for immigrants to learn English, obtain U.S. Citizenship, and get a U.S. high school diploma.

Benefits and Potential Impact on Twin Rivers Unified School District

CICA will have a positive benefit to the Twin Rivers Unified School District. Given that CICA will serve adults, no students will come from existing Twin Rivers traditional K-12 schools. Further, by educating the parents of students in the Twin Rivers traditional K-12 schools, these younger students will likely have greater academic success. By being an independent charter school, Twin Rivers Unified School District will not take on any risk and insurance costs of the charter school. The general benefits of having an adult-serving charter school can be found in "Reasons and Methods for California School Districts to Transfer Adult Education Services to Adult-Serving Charter Schools" (Walker, 2013a).

Aims and Vision of Our School

Our mission is simple: *To Serve the Unserved*.

This petition contains an ambitious proposal that is quite achievable to build a charter school that targets key unserved groups of adult students and can provide the appropriate primary and secondary career technical education to help students from these groups to succeed.

CICA will serve those who don't have a U.S. high school diploma and within this set we'll focus on general high school dropouts, parents, immigrants, and ex-offenders.

Content of Curriculum

It is clear that in the 21st century, being an "educated person" means more than learning traditional academics. Statistics usually slice the population into categories based solely on level of academic attainment, showing that college graduates tend to do better in the job market than those with only a diploma, who in turn tend to do better than high school dropouts.

But these statistics can be misleading, because surveys of employers show that they want skills and experience in their employees. This is why graduates with career focused degrees, such as engineering, law, or health care degrees, do better in the job market than those who have English or philosophy degrees. Further, it is why "blue collar" workers who are highly skilled generally do just as well, if not better than, college graduates. We believe that the elitism of believing that the only path to success is through a college degree needs to end. This is why CICA will be a career technical education (CTE) focused school, which will work to ensure that all graduates have the knowledge and skills in a specific career pathway, such that they are sufficiently competent to gain employment upon graduation, and also to be prepared to enter a community college or postsecondary vocational school, if they so choose.

This is clearly in line with the eight (8) state priorities, as the mission statement for the Common Core State Standards states: "The standards are designed to be robust and relevant to the real world, reflecting the knowledge and skills that our young people need for success in college and careers." CICA believes that there is no better way to teach to the standards and accomplish this goal of preparing students for success in their real-world careers than through teaching the standards in line with career technical education (CTE).

We believe that it is critical to link academic topics to experiences that are relevant to students. This can clearly be seen in a study of high school dropouts which showed that 81 percent of dropouts said there should be more opportunities for real-world learning. This study also gave evidence that many dropouts want more experiential learning and want to see a connection between school and getting a good job (Bridgeland, DiIulio, Jr., & Morison, 2006).

As an example of how we will accomplish this, one of the industry sectors that our school will focus on is that of transportation, initially including truck and bus driving, and later having both a Diesel Mechanic and Auto Body Repair program. In these career pathways, we plan to offer a course in the Algebra and Physics of Transportation, in which students will learn to apply the Common Core High School Algebra Standards through learning the Physics of how Vehicles work, aligned with the California Science Standards. Similar integrated academic courses will exist with English Language Arts, where Common Core emphasizes reading and writing technical documents.

Other industry sectors that CICA plans to provide career pathways within include transportation (Truck & Bus Driving, Diesel Mechanic, Auto Body Repair), building and construction trades (HVAC/R, Metal Fabrication, and other construction trades), education (Vocational Parent Education Program), information and communication technologies (Office Technician), and marketing, sales, and services (Entrepreneurship).

In addition to integrated academics that are career focused, we plan on using curriculum developed by Five Keys Adult Charter School that helps relate academic topics to the lives of our students. For example, in our U.S. History course we will have a component of "Forced and Voluntary Migration in the U.S.," in which students can understand the history of African American migration to and through the United States. Another example includes English and Civics curriculum which focuses on Restorative Justice, to help ex-offenders and family members of ex-offenders understand the importance of attempting to make up to society for the deeds that have been done.

For some of our students who are immigrants, they may already have gained sufficient job skills and experience previous to immigrating to the United States, but lack the necessary level of English to obtain employment. Many of these students will have completed part of their education from their homeland, and CICA will use well-established methods to translate and evaluate their prior learning to grant credit.

CICA will offer some traditional academic content where it is appropriate. For this content, we will often utilize open resources like Khan Academy, which is aligned to Common Core and other standards. Their freely available videos and practice problems have been praised by Bill Gates and others, and allow students to learn at their own pace, with both classroom work, and homework.

Delivery of Content

There are several factors that CICA instructors will take into account for learning to best occur with their students. First and foremost, the method of instruction must correspond with the content that must be learned. For example, psychomotor skills such as truck driving or typing cannot be learned by only reading a book and taking tests. Learning these skills will require practice, making small mistakes, and learning from mistakes. Doing this continual practice requires motivation, but the desire for a job to support their families, is a strong motivator for many adults.

For cognitive learning, motivation is equally important. There are multiple methods of motivating students, and CICA instructors will strive to make the material interesting to students. Further, studies show that without sufficient prior knowledge, students have gaps in their learning that prevent them from gaining new knowledge. CICA will use the CASAS assessment along with other assessment tools for new students, to determine which areas the student needs the most help with. Students often need to be able to review a topic and tackle it from different angles in order to comprehend an idea. Further, just as with psychomotor skills, practice makes permanent.

For affective learning, such as acting in an ethical manner or having a good work ethic, different students can be reached in different ways. For instance, most students can have a sense of empathy for others, and by role playing situations, they can start to understand the feelings of others and gain these values in an innate manner. However, psychologists have demonstrated that there are students who will be on the autism spectrum or have another psychological disorder and they may not have a natural sense of empathy. For these types of students, emphasizing human rights and the logic of ethics may be more effective.

After the specific type of learning is considered, instructors with CICA will assist students in learning best through considering individual differences between students. By having courses set in a more flexible and differentiated manner, students will be able to generally focus on the areas they have the most challenges in, and instructors will use multiple strategies to assist students in understanding a topic, with additional practice assignments for students to help them retain their knowledge. This also allows for the teachers to build a solid relationship with the students.

Since careers, by definition, require students to apply what they have learned, much of the education of CICA will exist at the higher levels of Bloom's Taxonomy, including analysis, synthesis, and evaluation of options. Project-based learning, simulations, and workplace learning will all be used for students to gain the skills necessary to succeed on the job and learn to apply the academic knowledge gained. For example, since some of the very large trucking companies have high turnover, and do not compensate newer drivers at a high wage, we have concluded that as part of Truck Driving, students will create a business plan to be an "owner-operator" of their own truck, including determining the cost of purchasing a truck (and interest for the loan), determining the fuel cost for hauling loads, and determining the regulations, taxes and fees they would be required to pay, in order to determine what their profit level and thereby their equivalent hourly wage would be.

CICA course structures will generally either be more set-paced or more self-paced in nature. Instructors with CICA recognize that there is a need for all students to be able to learn at an appropriate pace, such that they have sufficient time and differentiation of instruction to truly learn something before going on to a new topic, but that there is also value in students being pushed towards accomplishment and having sufficiently high expectations for students to achieve. Instructors are also cognizant of workplace expectations and ensuring students can work at a pace that would be acceptable in the workplace.

The school will offer instruction for at least 175 days a year using independent study contracts referred to as a Master Agreement, attached hereto as Appendix A, and follow all applicable independent study laws (Education Code Section 51745-51749.6, and implementing regulations).

Individualized Learning Labs

It is CICA's preference to have courses structured as self-paced individualized learning labs, such that students may work mostly at their own pace, within certain time guidelines, set cooperatively by the instructor and student.

This course structure will commonly be used for core subjects; Individualized High School Learning Labs will be taught by ESEA highly qualified teachers who hold an appropriate California Teaching Credentials, such as an Adult Education Credential in Elementary and Secondary Basic Skills. In these Individualized Learning Labs, students will be in a classroom setting, and work individually on coursework, from a textbook or Internet resource, such as the Khan Academy. The classes will follow a "flipped" model, and the teacher will act more "in a flip" model as the "guide by the side," helping to answer questions, give guidance on particular topics, and evaluate student work. Some CTE courses and applied academic courses will also be structured in a similar fashion.

Set-Paced Courses

In some cases, there are benefits of the entire class following the same basic curriculum at the same time. This is often the case in CTE programs where group work may be common and where it may not be practical for an instructor to supervise multiple activities simultaneously (especially if there are safety hazards such as soldering, etc. that require close supervision).

Mixed-Paced Courses

Many of the applied academic courses and some CTE courses may take a mixed approach where students partly work in an individualized manner at their own pace, and also attend lectures by the instructor and participate in other set-paced projects.

Workplace Learning

According to a 2012 nationwide study of employers, conducted in part by The Chronicle of Higher Education, "An internship is the single most important credential for recent college graduates to have on their resume in their job search among all industry segments" (Reid, 2012). As such, California Innovative Career Academy will work to include Workplace Learning (Internship) opportunities in every career technical program that it conducts.

All Workplace Learning activities will be evaluated for their safety, qualified supervision, and learning opportunities. To comply with the Federal Fair Labor Standards Act, all Workplace Learning courses and activities for "for profit" businesses will meet the following six criteria:

- The workplace learning, even though it includes actual operation of the facilities of the employer, will be similar to training which could be simulated in a classroom-based course.
- The workplace learning experience is for the benefit of the student, and will enable the student to accomplish meaningful learning objectives. [Title 5 § 10072]
- The student will not displace regular employees, but works under close supervision of existing staff.
- The cost/benefit ratio to the employer will be neutral. This means that the cost of providing educational opportunity to students and the opportunity cost of the lower performance that a student has compared to an experienced employee will be equal or slightly greater than the economic benefit of the student help. Thus, the employer that provides the training derives no immediate advantage from the activities of the student; and on occasion its operations may actually be impeded.
- The student is not necessarily entitled to a job at the conclusion of the workplace learning.
- The employer and the student understand that the student is not entitled to wages for the time spent in the workplace learning

Unpaid Workplace Learning in the public sector and for non-profit charitable organizations, where the student volunteers without expectation of compensation, is generally permissible without needing to meet all six of the above criteria.

During the course of the pupil's enrollment in a Workplace Learning course, the student will receive a minimum of one hour per week of classroom instruction or counseling by the Coordinating Instructor, which may be offered in sessions scheduled intermittently throughout the course [EDC § 51760.3].

All Workplace Learning courses will have a formal training agreement with each employer involved. The written agreement shall identify the responsibilities of the student, employer, and parent and CICA shall outline the objectives that the student is to accomplish at the training site.

The Training Agreement will either include the purchase liability insurance for pupils enrolled in programs of study involving work experience, which may include work-based learning, or vocational education at locations off school grounds approved by the governing board, or require pupils to purchase insurance and to pass on the costs to CICA [EDC § 51760].

Each Workplace Learning activity will have a written instructional plan for students specifying the particular objectives, experiences, competencies, and evaluations that are required [COE 2-C-14].

This instructional plan will designate the on-site employer representative responsible for guiding and overseeing the students' learning experiences and participating in the students' written evaluations
[COE 2-C-15].

A Student's Instructional Plan will include [EDC § 51760.1]:

- Emphasis on learning in the workplace.
- Appropriate sequencing of experiences based upon the student's needs.
- Explicit aim to supplement, or systematically reinforce, classroom instruction in technical courses, academic courses, or both.
- Systematic attention to the development of 21st century skills, such as communication, problem solving, teamwork, project planning, and critical thinking.
- Built-in regular assessment and feedback.
- Appropriate involvement of students in choosing and structuring the experience.
- Clear and measurable learning outcomes.

Evaluation of Student Learning

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

1. To assist student learning as a diagnostics tool by determining which specific content areas a student has not mastered so they can improve their learning in that specific area.
2. To use aggregated measurements of student learning as part of the measurement of how the school as a whole is performing. (See 2.3 Measuring Pupil Outcomes) pg. #19
3. To determine if a student has met or exceeded the necessary level of competency such that they should gain formal recognition, such as a diploma, licensure, certification, etc.

Student learning will be individually evaluated through both professional judgment (grading) and standardized assessment. Students will be primarily graded based upon assessments related to their desired outcome. For courses that contain traditional academic curriculum, exams will be used. CTE courses will generally use authentic assessment methods, utilizing rubrics to determine the student's competence compared to the needs of industry.

Student learning will also be evaluated through standardized assessments, including regular CASAS testing that will help determine the students' gains in learning. CICA will apply for the The Dashboard Alternative School Status (DASS) which, if accepted, would allow CICA to solely use the CASAS to assess student learning. If CICA is not accepted for DASS, it will conduct appropriate California standardized testing (STAR Testing or upcoming Common Core based assessment).

Feedback to Students and Growth in Student Learning

CICA will have a philosophy of Mastery Learning, such that in courses that are more self-paced, students will receive qualitative feedback and will have the opportunity to improve based upon this feedback so that their learning can grow. In courses that are more set-paced, students will have the opportunity to redo specific assignments that the teacher allows and will have the opportunity to retake the course if they are not satisfied with their level of achievement.

Students Transferring to Another School or College

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

-- California Education Code Section 47605 (b) (5) (A) (ii)

Any information given to students will include information about WASC accreditation (when obtained). As CICA is not a college prep charter school, it will inform students that as a graduate they may enroll in a community college, or other college that does not require "A to G."

Within three weeks of the Charter School approval, CICA will be contacting the Western Association of Schools and Colleges (WASC) to schedule their initial visit.

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

Informing Students about the Transferability of Courses

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

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

1.3 Plans for Specific Populations

Plan for Students Who Are Academically Low Achieving

It is recognized that most of CICA students will not have succeeded in high school. This does not necessarily mean that they are academically low achieving, but statistically many will likely fit into this category. By having individualized learning labs, students can complete required work in more of a self-paced fashion, allowing them additional time to master a subject before proceeding. Further, courses that are more set-paced will be designed to incorporate multiple modalities of learning to assist all students to success, including those who may be academically low achieving in a traditional school setting. The use of content specific formative and summative assessments will be given to students to assess content mastery.

Plan for Students Who Are Academically High Achieving

Individualized learning labs will allow students who are academically high achieving to learn in an accelerated through summative assessment manner, so that they can complete their diploma quicker. The option to challenge course content will be developed to allow students who are academically higher achieving, the opportunity to challenge themselves to a higher level

Plan for English Learners

CICA will offer courses in English as a Second Language (ESL) at various levels, to serve English Learners (EL). Further, as many of these students will be immigrants, CICA plans to offer an integrated citizenship program, which will give civics and U.S. history credit.

In the ELD program, reading scores (as well as other test scores) will be used to place students into the appropriate class level. The CASAS Reading assessments will allow us to identify pre-literacy, non-literacy, and literacy ELD students who need additional support. They will also help us to identify the higher level ELD students who are good candidates for the high school/CTE program. At CICA we want to ensure that we will be providing our ELD students with all of the tools they need to achieve their goals. One way we will do this is by transitioning our ELD students from our English Language Development program into our high school program and re-designating them as high school students.

Differentiated Instruction

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

At CICA we will have multi-level adult credentialed teacher with students of varying abilities in our ELD, high school, CTE, and citizenship programs. Our students will speak different languages and will come from different countries. Some of our students will come to us with advanced degrees from other countries where they were doctors and engineers, and others have had no prior education. In our high school program, some of our students will come to us with almost enough

credits to graduate, and other students will come to our program without any. Every student that will come to CICA will be at a different level. Each student will have their own learning style, interests, and abilities. We recognize that there will be differences in our diverse student population and will utilize differentiated instruction to ensure we meet the needs of all our students.

Content-Based Instruction (CBI)

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

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

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

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

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

1. Extended input, meaningful output, and feedback on language and grasp of content
2. Information gathering, processing, and reporting
3. Integrated skills
4. Task-based activities and project work, enhanced by cooperative learning principles
5. Strategy training
6. Visual support
7. Contextualized grammar instruction
8. Culminating synthesis activities

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

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

Approaches we will use for building curricular coherence

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

CICA recognizes the importance of a robust Career Technical Education program, especially for students who have been traditionally unserved. Programs will be created with our students in mind. We hope that our programs will lead to livable wage careers. We will seek to expand our programs based on student needs and interests. For example, if students are interested in entering the medical field, CICA will attempted to create a program that would allow students to gain knowledge and experience in that field. In addition to student needs and interests, CICA will also look at local workforce and regional plans allowing for more grow for future programs.

Plan for Special Education

CICA will make all necessary arrangements to serve students with disabilities, including providing appropriate accommodations, having appropriately credentialed instructors (such as those who hold a credential for adults with disabilities), including an appropriately credentialed Special Education teacher and follow all other applicable federal, state, and school district mandate serving students with disabilities, including but not limited to Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). For those students in which an Individualized Education Plan is legally mandated, CICA will follow the plan, providing services as necessary. Given the flexibility of curriculum and instruction, most IEP goals and objectives are met within the general education course of study. All special education students enrolled in CICA will receive a personalized learning plan that directs their academic course to achieve their goals for the year.

1.4 Personalized Learning Plan

Personalized learning plans (PLPs) can be powerful tools for nurturing students' growth and empowering them to take an active role in their learning and development.

We at CICA are passionate about our students' growth and success.

- DEFINE YOUR STARTING POINT -We will administer an assessment and then analyze the results to define the starting point for each student
- SET GOALS- Setting goals will help the students work towards specific goals and help the student develop strategies to overcome challenges along the way
- MAP LEARNING MODALITIES -Allowing us to uncover how students learn best helping them understand their personal learning needs
- APPEAL TO STUDENT INTERESTS- Incorporating students' interests, passions, and hobbies into the teachers instruction. Connect learning to the real world.
- TEACH STUDENTS HOW TO TRACK.- Allow students to take ownership of their performance and internalize success by incorporating tracking tools into classroom activities. Track objective mastery percentages, unit test scores, or reading level growth
- REFINE AREAS OF FOCUS- Partner with your students to identify specific learning gaps. Ensure students can communicate specific steps toward success.
- ASSESS FOR LEARNING -Use formative assessments and recurring check-ins to plot student progress. Chart growth metrics while also celebrating milestones to keep spirits high.
- CONFERENCE WITH STUDENTS- Use one-on-one sessions to provide feedback and offer encouragement. Help students self-reflect by posing questions like "why do you think you were able to show so much growth?"
- COMPILE A STUDENT PROFILE -Help students take an active role in the process by encouraging them to select which pieces to include to showcase their proudest achievements.

- SHARE AND REPEAT PLPs are powerful tools when used regularly to keep students involved and communicate progress. Revisit and revise plans as goals and learning abilities change.

1.5 Students with Disabilities

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

California Innovative Career Academy will be categorized as an independent LEA, serving adults 22 years of age and older and is not required to join a SELPA pursuant to Education Code 47641(a) either on its own or with a grouping of charter school LEA's as a consortium. As such, CICA does not receive state and federal revenues in accordance with the SELPA's allocation plan. However, if a student, who previously had an IEP, enrolls at CICA, a copy of the previous IEP is reviewed to identify specific learning disabilities from the SST to determine if the student is then 504 referable. If CICA can meet the accommodation requirements from the previous IEP, then these accommodations will be incorporated into an SST as strategies. Implementation of Special Education service begins with a Response to Intervention and pre-referral remediation and monitoring of low achievers by Student Success Team members. The team identifies problem areas for low achievers and plans interventions that are monitored and reviewed at subsequent meetings. When students do not make satisfactory progress after implementation of remedial programs and strategies, they may be referred for evaluation under Section 504 of the IDEIA.

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

The 5 Stages of School

In order for students to succeed in any school, there are five fairly distinct stages that a student goes through. First, they must become aware of the school, which the A to Z Model refers to as "Inviting Students to Join the School." They next must join, including going through registration and any assessments for placement. Next the student must be persistent with completing their studies, which the A to Z Model refers to as "Keeping Students." At the end, the students will leave the school, preferably through graduation. Last, the students will use what they have learned after graduation, and the school is responsible for measuring the pupil outcomes.

Elements 2 & 3: Measuring Pupil Outcomes

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

-- California Education Code Section 47605 (b) (5) (A) (ii)

***Governing Law*: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall**

align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.

-- California Education Code Section 47605 (b) (5) (B)

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

-- California Education Code Section 47605 (b) (5) (c)

2.1 Determining Academic Standing (Grade Level)

Upon admission to CICA, a student's grade level will be determined based upon transcripts of their past coursework, their assessment from the CASAS test, and their age. Students who are at a high school level (9th through 12th grade) based upon credits and assessment will be assigned to their grade level based upon age. Students who are at a primary school level (8th grade or below) based upon a lack of credits or low assessment scores, will be assigned to a grade level based primarily upon assessment.

2.2 Assessments

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

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

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

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

CICA will develop a Local Control Accountability Plan (LCAP) in accordance with the template adopted by the state board. Previous to adoption of a state board template, CICA will follow the basic methods used for the school accountability report card. The Local Control Accountability Plan will include pupil outcomes based upon state priorities, which apply to the nature of the program we will operate, as defined in California Education Code Section 52060(d), as well as local priorities defined by the school itself.

2.3 Measurable Pupil Outcomes and Method by which Pupil Progress Toward Outcomes will be Measured

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

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

Charter School shall meet all statewide content and performance standards and targets. (Ed, Code §§4 47605©(1), 60605.)

Charter School shall comply with all applicable laws and regulations related to AB 97 (2013) (Local Control Funding Formula) and AB 484 (2013), as they may be amended from time to time, including all requirements pertaining to pupil outcomes.

2.4 Standardized Testing

Charter School agrees to comply with state requirements for participation and administration of all state-mandated tests, including computer-based assessments. Charter School shall submit and maintain complete, accurate, and up-to-date California Code of Regulations, title 5, section 861. Charter School here by grants authority to the State of California to provide a copy of all test results directly to the District as well as Charter School. Upon request, Charter School shall submit, in the requested format (e.g., CD), a copy of the results of all state-mandated tests to the District.

Given the learning curve of any startup organization, the initial annual goals in this petition, attached hereto as Appendix B aim to meet the current standards set by authorizing District. Thus the initial annual goals were derived from the baseline of current rates of Twin Rivers Unified School District's K-12 schools, and Twin Rivers Adult School (TRAS), as appropriate (Walker, 2013b). CICA will measure each applicable goal for each California recognized subgroup, including: ethnic subgroups, socioeconomically disadvantaged pupils, English learners, students with disabilities, and foster youth. We have also defined the ultimate goal we wish to reach, which we will strive to have all subgroups reach equally. As we meet the annual goals, we will raise our standards toward these ultimate goals.

Element 4: Organizational System and Governance Structures

Governing Law: The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.

-- California Education Code Section 47605 (b) (5) (D)

4.1 Highlands Community Charter and Technical Schools Nonprofit Corporation

California Innovative Career Academy (CICA) will be operated under the Highlands Community Charter and Technical School (HCCTS) public benefit corporation. The Charter School shall maintain its nonprofit public benefit corporation status in "good standing" throughout the term of the Charter. CICA will operate autonomously 501(c)(3), although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between CICA and Twin Rivers Unified School District. Pursuant to California Education Code Section 47604(ed), Twin Rivers Unified School District shall not be liable for the debts and obligations of CICA, which is operated by a California public benefit corporation, or for claims arising from the performance of acts,

errors, or omissions by CICA as long as Twin Rivers Unified School District has complied with all oversight responsibilities required by law. The CICA board will comply with the Brown Act and all other necessary laws.

4.2 Board of Directors

CICA will be governed by a corporate Board of Directors ("Board" or "Board of Directors") in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. The Board consists of at least 5 directors, with a maximum of 11 directors. All directors are designated by the existing Board of Directors. Board members serve a term of 3 years. CICA has adopted a conflicts code which complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school specific conflicts of interest regulations (see Appendix D – Board Bylaws and Board Policy 9270 – Conflict of Interest. As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, the CICA Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code Section 1090 and the Political Reform Act.

The Board meets on a regular basis (e.g., monthly during the school year and as appropriate at other times). The responsibilities of the CICA Board as further outlined in the bylaws include but are not limited to:

- Uphold the Vision of the School.
- Oversee the implementation of the School's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the School and staff
- Ensure compliance with applicable laws such as the Public Records Act and policies such as Conflict of Interest. Compliance with 1090
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review monthly financial reports and the yearly financial audit.
- Work with chief administrator to set goals.
- Enact policies to support the successful operation of CICA.

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Corporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the School any of those duties. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

In accordance with Education Code Section 47604(c), Twin Rivers Unified School District may appoint a representative to sit on the Board of Directors. If Twin Rivers Unified School District chooses to do so, CICA may appoint an additional member to ensure that the Board is maintained with an odd number of Directors.

Element 5: Qualifications of Employment

Employees

CICA recognizes that to have an excellent school, that you must have excellent employees. CICA will draw upon the pool of excellent adult education teachers who were previously laid off from Twin Rivers Adult Education. Proposed salaries and benefits for administrators, certificated faculty, and classified staff have all been modeled after the Twin Rivers' salary scales and employee contracts.

5.1 Employee Qualifications

Governing Law: The qualifications to be met by individuals to be employed by the school.

-- California Education Code Section 47605 (b) (5) (E)

Employee Overview

All employees of CICA will be committed to developing the social, civic, character, and academic potential of each student. All staff members will possess experience and expertise appropriate for their position according to the CICA adopted personnel policies, and federal and state statutes applicable to charter schools. Selection and appointment of employees at CICA will be the exclusive prerogative of CICA.

CICA will not discriminate against any applicant on the basis of his/her race, creed, color, national origin, religion age, gender, gender expression, gender identity, sexual orientation, disability, or any other basis prohibited by Education Code Section 220. CICA shall comply with all applicable laws regarding criminal background checks, including Education Code Section 45125.1 and 44237.

Executive Team

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

Executive Director

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

Director of Independent Study

The *Director of Independent Study* is responsible for overseeing the Independent Study instructional model, including program compliance regarding attendance, CALPADS reporting, instructional assignment and assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs and services for CICA and for the performance appraisal of the Independent Study staff. It is the responsibility of our Independent Study Director to oversee selection and employment of CICA personnel, evaluation, promotion, termination or discipline of CICA personnel, and the preparation and submittal of reports as directed by the Executive Director to include regular goals and forecasts as directed. The CICA Independent Study Director manages the day-to-day operations of CICA by preparing and submitting required budgets and reports as required by a charter school. The Director of Independent Study develops partnerships for providing educational services by CICA, works closely with the Executive Director, interacts with CICA accountants and attorneys, and performs other duties lawfully assigned by the Executive Director. Background knowledge of Independent Study and its components related to state and local measures for accountability are essential. The Director of Independent Study must have a thorough knowledge of schools SIS (Student Identification Systems, e.g. PowerSchool) and its use for guiding Independent Studies as well as the ability to function independently and effectively. The CICA Independent Study Director must minimally possess a bachelor's degree and program administration and planning experience, preferably with experience in management as an executive officer.

Independent Study Coordinator

The CICA *Independent Study Coordinator* is responsible for overseeing the Independent Study program and compliance including attendance. The IS Coordinator has the ability to coordinate the Independent Study (IS) Program. This is a classified administrative position. The CICA Independent Study Coordinator should possess a BS or BA degree from a recognized college institution, or a degree of a similar nature that is in alignment to the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability are essential. The Independent Studies Coordinator must have thorough knowledge of school SIS (Student Identification Systems, e.g. PowerSchool) and its use for guiding Independent Studies as well as the ability to function independently and effectively. In this position it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regards to communication, record keeping and staff presentations associated with Independent Studies. The CICA Coordinator can communicate effectively and clearly both orally and in writing with a diverse staff and student population.

Office Assistant (Independent Study)

CICA will employ an Office Assistant who plans and organizes the activities of assigned sections within the established office as directed. The Office Assistant is responsible for the maintenance of records, reports, and student filing procedures and analyzes assigned projects. At a minimum, the Office Assistant must possess prior experience, training, and education with prior experience. Experience working in a school setting is preferred, as is being bilingual, preferably in one or more of the following languages: Spanish, Farsi, or Slavic dialects.

Academic Coordinator (Independent Study)

A main duty of an Academic Coordinator is to help in the development and implementation of instructional materials and curriculum programs that will meet educational standards. The Academic Coordinator will have the proper credentials and/or any California teaching certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold pursuant to Education Code Section 47605(l). CICA teachers shall meet or exceed all State certification and licensure requirements as applicable to charter schools. The Academic Coordinator will have a California State Administrative Credential.

Counselor (Independent Study)

CICA *Counselor* will provide counseling and guidance services to students. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. CICA Counselors refer students to other community resources, support groups and social service agencies as appropriate. At a minimum, CICA Counselors possess a Bachelor's Degree of Education or School Counseling with a 7-12th grade level certification, two (2) years of experience as a high school counselor, and a valid Pupil Personnel Services Credential with an academic school counseling emphasis.

ELD (English Language Development) Counselor

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

Site Lead

CICA will comply with all applicable laws in regards to employee qualifications. Principal shall have a Master's Degree in education administration. This position will require a bachelor's degree and Graduate Record Exam (GRE) scores, along with a valid teaching license. They will lead the teachers and set goals and ensure students meet their learning objectives. They will oversee school's day-to-day teaching operations and be in charge of hiring teachers and evaluating teachers' progress.

Teachers (Independent Study)

CICA will comply with all applicable laws in regards to employee qualifications. Teachers for core, college preparatory classes must hold a California teaching certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold pursuant to Education Code Section 47605(l). CICA teachers shall meet or exceed all State certification and licensure requirements as applicable to charter schools. These documents shall be maintained on file at CICA headquarters and shall be subject to periodic inspection by Twin Rivers Unified School District. Teachers shall be hired by the Board of Directors upon recommendation by the Principal.

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

CICA will employ 17 teachers in its first year of operation.
At CICA we know that teachers are the direct line for ensuring that our students are able to achieve the goals set forth in our mission and school wide learner outcomes. Therefore, we screen and hire only highly qualified teachers. Teachers are responsible for facilitating a learning environment supportive of California state educational standards and CICA philosophy. Teachers hold a minimum of a bachelor's degree from a degree granting institution and a valid authorization to serve as a California credentialed teacher from the California Commission on Teacher Credentialing (CCTC). Additionally, all teaching staff meets the highly qualified requirements of the Elementary and Secondary Education Act (ESEA), also known as the Every Student Succeeds Act (ESSA), formerly known as the No Child Left Behind Act (NCLB). Accordingly, CICA teachers of core academic subjects have:

- A bachelor's degree from a degree granting college or university,
- A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or an appropriate Adult Education or other Designated Subjects credentials, and
- Demonstrated core academic subject matter competence. Demonstrated core academic subject competence for elementary grades is done through a California Commission on Teacher Credentialing (CCTC) approved subject matter examination or by completing the California High Objective Uniform State Standard of Evaluation (HOUSSE) certification process. Alternatively, as our classes are organized primarily for adults and constitute alternative curricula in Education Code Section 44865, CICA teachers may fulfill their highly qualified status via California's Verification Process for Special Settings (VPSS). High school teachers teaching in multiple subjects environments are subject to the same requirements. High School teachers working in specific subject matter areas are held to the middle/high school requirements of the ESEA/ESSA as follows:
    - Successful completion of the applicable CCTC approved subject matter examination
    - Completion of a coursework option such as:
        1. a CCTC approved subject matter program;
        2. a major coinciding with the assigned area of instruction;
        3. a major equivalent (32 semester units); or
        4. possession of a graduate degree in the core academic subject area to be taught
    - Normal Board certification in the core academic subject to be taught

2. Completion of the HOUSSE certification process.

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

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

ELD Navigators:

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

Reclassification Specialist:

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

Reading Specialist:

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

Intervention Coordinator

The Intervention Coordinator is a position accountable for the coordination, development, and monitoring of Student Service functions as assigned by the Director of Curriculum and Instruction and is responsible for the facilitation of all intervention

programs of California Innovative Career Academy. The Intervention Coordinator will train and support site-based student service providers and teachers, as well as site-based teams. This position shall be responsible for facilitating the collection of data and reporting the progress of student retention implementation across all CICA. The Intervention Coordinator will develop and revise, as needed, the school wide system framework for intervention practices. The Intervention Coordinator will work directly with the Director Curriculum and Instruction to meet student retention, intervention, and graduation goals.

Transition Specialist:

Under supervision of the Career Technical Education and Services Specialist, the Transition Specialist shall provide transition and employment services to students and qualified California State and Sacramento County ex-offenders; assist participants with enrollment, making appointments, telephone calls, writing letters and filing forms; provide individual job development, placement assistance, job coaching, follow-along and follow-up services. Associates degree or higher from an accredited college or university is required One (1) year of experience in career advising and/or job development or closely related field is required. Experience working with students and/or adults with special needs is preferred. Evidence of the ability to type 30 net wpm.

Student Engagement Liaison:

Under the direct supervision of the Career Services Supervisor or appointed designee, the Student Engagement Liaison works with students to promote and enhance attendance. The purpose of this position is to determine cause of student absences and to provide assistance to students in order to promote retention and graduation rates. Associate's Degree, or equivalent combination of experience, training, and education with prior experience working in a school setting. Bilingual in a language - preferably in one or more of the following: include Spanish, Farsi, Slavic dialects. Possession of a valid state issued driver license required. Reliable transportation and ability to occasionally work hours outside the traditional school day.

Information Technology/Data Technician

CICA IT technicians will support the technology needs for our staff and students, The IT technician will diagnose computer problems, monitor computer processing systems, install software and perform tests on computer equipment and programs. The technician may also set up computer equipment, schedule maintenance and teach staff and students to use different types of programs.

Element 6: Health and Safety Procedures

"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237." **(Ed. Code § 47605(b)(5)(F).)**

6.1 Health, Safety, and Emergency Preparedness Plan

Charter School shall comply with all applicable federal, state, and local requirements related to school and student health, safety, and emergency preparedness.

If Charter School occupies and/or operates in a District facility, Charter School shall comply with all District health, safety, and emergency procedures and requirements applicable to District facilities and related operations, and shall be subject to inspection by the District's Facilities Services Division, Office of Environmental Health and Safety, and other District offices in the same manner as other Twin Rivers Unified School District campuses.

Charter School shall adopt, implement, and maintain at all times a current, comprehensive, and site-specific Health, Safety, and Emergency Preparedness Plan ("Plan"), which must include but is not limited to provisions for building and site

emergency evacuation as well as the acquisition and maintenance of adequate onsite emergency supplies. The Plan must include Charter School's requirements and procedures for protecting student health and safety during off-campus school-sponsored activities, including but not limited to field trips and transportation. Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on blood borne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) and assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(H) and procedures for conducting tactical responses to criminal incidents.

Charter School shall provide all employees and other persons working on behalf of Charter School who are mandated reporters with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).

Charter School shall adhere to Education Code Section 49423 regarding administration of medication in school. Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

Charter School shall comply with the requirements of Education Code section 49475, with respect to any athletic program (as defined in Education Code § 49475) offered by or on behalf of Charter School.

Charter School shall periodically review, update and/or modify as necessary, its Health, Safety, and Emergency Preparedness Plan, and keep it readily available for on-site use. Charter School shall provide a copy of the Health, Safety, and Emergency Preparedness Plan for review upon CSD request.

Family Educational Rights and Privacy Act (FERPA)

Charter School, including its employees, officers, and representatives, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.

Criminal Background Clearances and Fingerprinting

Charter School shall comply with all requirements of Education Code sections 44237 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of school site services and/or any contact with students, and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records. Charter School, including its administrators and officers, shall comply with the requirements of Education Code section 44030.5

Health Screening Requirements
Charter School shall comply with all federal and state legal requirements, including but not limited to the requirements of SB 277 (2015), related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

Safe Place to Learn Act
Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.

Suicide Prevention Policy
If Charter School serves students in grades 7-12, Charter School shall comply with the requirements of AB 2246 (2016), codified in Education Code section 215, including but not limited to the requirement that the school's pupil suicide prevention policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

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

Custodian of Records
CICA designates the Executive Director to serve as the school's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

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

Health, Wellness, and Nutrition
CICA Health curriculum reflects California State Standards and teaches students about a fit and healthy lifestyle. With the diversity of cultural backgrounds we serve in each of our classrooms, it is essential that we put great effort into Health education in our classrooms. Many of our students need help navigating and utilizing community resources available to them to access basic health knowledge for developing a healthy lifestyle. Our teachers proudly emphasize health education for our students while our Student Support Services staff continually evaluate and address the needs of our students.

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

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

Community Partners, Resources, and Referrals

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

Background Checks

CICA certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to employment. The multi-state search should ensure all convictions are reported. Furthermore, CICA shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The CICA Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the charter school network, except with respect to reports relative to her or himself, in which case a confirmed member of the Governing Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting

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

Tuberculosis (TB) Testing

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/services, or otherwise meet the requirements of Education Code Section 49406. Charter School shall maintain TB clearance records and certification on file. California Innovative Career Academy certifies that applicable health record information will be obtained for all relevant employees and volunteers prior to initial employment.

Immunizations

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

CPR/First Aid Training

All designated employees are CPR and First Aid trained.

Emergency Preparedness

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

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

Bloodborne Pathogens

California Innovative Career Academy will adhere to state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. CICA will establish a written infection control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV). This plan includes the training of staff and will be included in the Charter School's comprehensive safety plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment

CICA maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure

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

Discrimination and Harassment Policies and Procedures

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

School Facility Safety

California Innovative Career Academy complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. CICA adheres to laws specific to charter schools on the local and state level regarding facilities. CICA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. If CICA is not operating under the safety plan of the facility where it is housed, it will implement its own school safety and disaster preparedness plan. CICA adheres to facilities related laws in compliance with the Americans with Disabilities Act (ADA) access requirements.

Title IX

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

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

The rights of the pupil and the public and the responsibilities of the Charter School, which includes, but is not limited to, internet web links to information about those rights and responsibilities located on the website of the Office for Equal

Opportunity and the U.S. Department of Education Office of Civil Rights (OCR), and the list of rights specific in Education Code Section 221.8.

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

(a) An explanation of the statute of limitations within which a complaint must be files after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
(b) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.
(c) A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element 7: Means to Achieve Racial and Ethnic Balance

Governing Law: ***The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.***

--California Ed. Code § 47605(b)(5)(G)

7.1 Racial and Ethnic Balance

California Innovative Career Academy strives, through recruitment and admissions practices, to achieve a racial and ethnic balance among its students that is reflective of the general population residing within the territorial jurisdiction that it serves. CICA will include an open enrollment policy. Students are considered for admission to the school regardless of ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics.

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

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

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

7.2 Student Population:

Sacramento and the Twin Rivers Unified School District

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

California Innovative Career Academy's Students

At CICA we understand the community we serve, and we provide them educational tools and opportunities. In California, we have a growing immigrant and refugee population. In order for immigrants and English learners to successfully enter the workforce, they need to improve their English. We have an astounding percentage of adults in our community who have been unable to complete a high school diploma or equivalency. At CICA we love our community, and we believe that by educating adults, we will see economic growth, civic engagement, a reduction in crime, and a reduced number of our community members relying on government assistance. We foresee that we will continue to grow throughout Sacramento and California in order to meet the growing needs of adults in our state and in our community.

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

CICA will actively recruit adult students from Sacramento County, serving a 82 square mile radius covering areas within Arden Fair, Del Paso Heights, Dos Rios, Elverta, Foothill Farms, Gardenland, McClellan Park, Natomas, Northgate, North Highlands, North Sacramento, Roblas, Rio Linda and Woodlake, that reflect a diverse student population not only with regard to racial and ethnic diversity, but also with regard to socio-economic diversity and English Language Learners. CICA will implement a student recruitment strategy that includes, but is not necessarily limited to, the following elements to ensure a racial and ethnic balance of students that is reflective of the county:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.

- The development of promotional and informational materials that appeal to all of the various racial and ethnic groups represented in the county.
- Distribution of informational materials to community organizations, community religious institutions, and other organizations that serve various racial and ethnic populations, such as the libraries, recreation centers, local businesses, and faith-based organizations.
- The appropriate development of promotional and informational materials in languages other than English to appeal to limited English proficient populations, including but not limited to Farsi, Spanish, Russian, and Arabic.
- The use of various advertising mediums such as posters, flyers, local school visits, community-based organization visits, presentations at various multi-cultural events, public business tabling (sitting outside markets and other businesses that allow us to pass out flyers to the public) and various advertising, including in local English, Spanish, Farsi, and Russian publications and radio stations, that allow individuals whose first language is something other than English to obtain information relevant to programs at the school.
- Announcing enrollment and recruiting information in local newspapers, online news sources, and social media. CICA will continue to add sources to stay current with the latest technologies and trends.
- Presentations at various multicultural events, including community fairs and events.

Element 8: Admissions Requirements

***Governing Law*: Admission requirements, if applicable.**

-- California Education code Section 47605 (b) (5) (H)

California Innovative Career Academy (CICA) shall admit all students it is legally allowed to serve that do not possess a high school diploma who meet the exclusive WIOA agreement requirement of being age 22 or older, and who submit a timely application; unless CICA receives a greater number of applications than there are spaces for students, in which case attendance shall be determined by a public random drawing, with any preference given being consistent with state and federal laws.

All admissions shall be done in a non-sectarian manner. CICA will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics [Ref. Education Code § 47605(d)(1)]. CICA will comply with all laws establishing minimum and maximum age for public school attendance in charter schools.

No test or assessment shall be administered to students prior to acceptance and enrollment into the school, although assessments may be used in conjunction with other factors to appropriately determine which grade level a student will be enrolled in.

The purpose of independent study is to provide an alternative education program and setting for students. Independent study programs are voluntary and use alternative instructional strategies that respond to individual student needs and learning styles. Volunteering at CICA is not mandatory and is not a condition of admission or continued enrollment at CICA.

8.1: Admission and Enrollment Requirements

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

CICA will admit all students who:

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

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

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

8.2 Student Population and Recruitment:

Recruiting Students with Low Academic Performance, Socioeconomic Disadvantages and Disabilities

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

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

8.3 Lottery Preferences and Procedures

Applicants will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to be determined whether any grade level has received more applications that availability. If CICA receives a number of applications that exceeds the number of available spaces, a single public random drawing/lottery will be used to select admitted students, with the exception of existing students, who are guaranteed admission in the following school year. The following enrollment preferences and affirmative action preferences in the case of a public random drawing shall be as follows:

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

At the option to put their name on a waitlist according to their draw in the lottery. This waitlist will allow students the option of enrollment if an opening occurs during the current school year at their grade level. New students will be added to the waiting list on a first come, first serve basis. If the waiting list is exhausted, then the school may hold additional random drawings. In no circumstance will the waitlist carry over to the following school year.

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

CICA and Twin Rivers Unified School District mutually agree that the preference in the public random drawing as listed above are consistent with Education Code Section 47605(d)(2) and applicable federal law and non-regulatory guidance; however, should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program (PCSGP), such modifications may be made without any need to materially revise the charter as long as such modifications are consistent with the law and are approved by the Twin Rivers Unified School District at a public hearing.

Communicating to All Interested Parties

Applications are available digitally online on the California Innovative Career Academy website and hard copies are available at all CICA sites. Our school advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and fliers.

Ensuring Fair Execution of Lottery Procedures

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

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

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

Lottery Time and Location

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

Waiting List Priorities

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

Notifying Students of a Seat Offering

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

Documenting the Fair Execution of Lottery and Waitlist Procedures

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

Education Exclusively in Partnership with WIOA

Per Education Code §§ 47612.1 and 47605.1 (g), CICA shall provide instruction exclusively in partnership with the Workforce Innovation and Opportunity Act of 2014 through its partnership agreement with the Greater Sacramento Urban League (GSUL) or other WIOA organization. As such it may only legally serve students who are receiving WIOA funded services, and do so under the terms of a Partnership Agreement. CICA will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

The (GSUL) or other WIOA service provider will provide CICA students with the services specifically outlined in and attached hereto as Appendix C. CICA will provide the District with documentation that confirms GSUL or other WIOA service provider is qualified and authorized to provide such services contemplated in the Partnership Agreement.

Not Possessing a U.S. High School Diploma

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

Admission Process

The CICA admission process is comprised of completion of a student registration form. Enrollment packets for students who are admitted will also gather the following:

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

Element 9: Financial Audit, Quality Assurance and Improvement

Accreditation

CICA will apply for WASC ACS accreditation, produce a self-study report, and host a visiting committee as soon as it is possible to do so.

9.1 Annual Audits & Other Reporting

Governing Law: ***The manner in which an annual, independent, financial audit shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.***

-- California Education Code Section 47605 (b) (5) (I)

Financial Audit

An annual independent financial audit of the books and records of CICA will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of CICA will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit will verify the accuracy of the School's financial statements, attendance and enrollment accounting practices, and review the School's internal controls. The audit will be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

The CICA Board of Directors will form an audit committee each fiscal year to oversee selection of an independent auditor and the completion of an annual audit of the School's financial affairs. The auditor will have, at a minimum, a CPA license and experience with school and educational accounting requirements and practices, and be on the State Controller's published list as an approved educational audit provider. CICA shall be solely responsible for all costs associated with auditing services.

It is anticipated that the annual audit will be completed within six months of the close of the fiscal year. The annual audit will be completed and forwarded to the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Board of Directors will receive and review the audit each year. The CICA audit committee will review any audit exceptions or deficiencies and report to the School's Board of Directors with recommendations on how to resolve them. The Board of Directors will submit a report to Twin Rivers Unified School District regarding how the exceptions and deficiencies have been, or will be, resolved to the satisfaction of Twin Rivers Unified School District along with an anticipated timeline for the same. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter agreement.

Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of CICA is public record to be provided to the public upon request.

Program Audit

CICA will compile and provide to Twin Rivers Unified School District an annual performance report. This report will, at a minimum, include the following data:

- A summary showing student progress toward the pupil outcomes using data from the assessment instruments.
- A summary of major decisions and policies established by the School's Board of Directors during the year.
- Data on the level of student involvement in the School and summary data from an annual student satisfaction survey.

- Data regarding the number of staff working at the School and their qualifications.
- A copy of the School's health and safety policies and/or a summary of any major changes to those policies during the year.
- An overview of the School's admissions practices during the year and data regarding the number of students enrolled, the number on waiting lists, and the number of students expelled and/or suspended.
- Analyses of the effectiveness of the School's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

9.2 Budgets and Financial Reporting

***Governing Law*: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation.**

--California Education Code Section 47605(g).

Attached, as *Appendix D*, please find the following documents:

- Financial projections for the first five years of operation

These documents are based upon the best data available to the petitioners at this time. CICA shall provide reports to Twin Rivers Unified School District as follows as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by Twin Rivers Unified School District:

1 By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(g) will satisfy this requirement.

2 By July 1, and annual update (LCAP) required pursuant to Education Code Section 47606.5

3 By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of CICA's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education and County Superintendent of Schools.

2. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.

3. By September 15, a final unaudited report for the full prior year. The report submitted to CICA shall include an annual statement of all CICA's receipts and expenditures for the preceding fiscal year.

For reports 1, 3, and 4 above, CICA shall also provide with each financial report supporting and/or back up information including but not limited to: Multi-Year Projections for current and two subsequent years; Assumptions used for two subsequent years; Explanation for major variances by category between reporting periods; Enrollment projection; ADA P2 projection by grade level; COLA & Deficit percentage; Calculation used for determining general purpose funding; List of statutory benefit rates; List of H&W rates and number of participants; and Number of FTEs for certificated and classified employees for each year.

Pursuant to Education Code Section 47604.3, CICA shall promptly respond to all reasonable inquires including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections for the District. CICA agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

District Reports

Twin Rivers Unified School District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other state or federal agency by a local educational agency on behalf of CICA and/or Twin Rivers Unified School District. CICA shall promptly provide Twin Rivers Unified School District with any information, data, or documentation necessary for Twin Rivers Unified School District to timely file such reports in accordance with law. CICA shall be solely responsible for the accuracy of all data submitted to Twin Rivers Unified School District. CICA shall be responsible for filing all other reports as may be required by law.

Attendance Reporting, School Calendar, and Other Data

CICA will provide Twin Rivers Unified School District with a copy of the CICA annual attendance calendar no later than July 1 of each year. CICA will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to TRUSD approval, CICA will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code Regulations section 11960. CICA will timely report ADA figures to TRUSD as necessary to enable the school to receive funding. The Charter School will provide TRUSD with a monthly enrollment report no later than the 15th calendar day of the following attendance month. CICA will provide all data and reports required by TRUSD in hard copy and electronic data files. CICA will submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, CICA will provide TRUSD with documentation of the teacher/student ratio for the Charter School.

Operations

CICA will have efficient and effective operations that ensure that students are served well and that taxpayer money is spent wisely.

Annual Operational Agreement

CICA and *Twin Rivers Unified School District* will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of CICA's Charter.

Operational Powers and Liabilities

CICA shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.

CICA shall have no authority to enter into a contract that would bind Twin Rivers Unified School District, or to extend the credit of Twin Rivers Unified School District to any third person or party without the express written consent of Twin Rivers Unified School District.

CICA shall clearly indicate to all vendors and other entities and individuals outside Twin Rivers Unified School District with which or with whom CICA enters into an agreement or contract for goods or services that the obligations of CICA under such an agreement or contract are solely the responsibility of CICA and are not the responsibility of Twin Rivers Unified School District.

To the extent not covered by insurance or otherwise barred by the California Tort Claims Act, CICA agrees to indemnify and hold Twin Rivers Unified School District and its officers, agents and employees harmless from all liability, claims or demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with the School's operations, or which arise from the provisions of this Charter itself, with the exception of the acts of Twin Rivers Unified School District, its officers, agents and employees in relation to any services

provided by Twin Rivers Unified School District to CICA pursuant to this charter or any subsequent operational agreement. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided by the California Tort Claims Act.

Administrative Services

***Governing Law*: The manner in which administrative services of the school are to be provided.**

--California Education Code Section 47605(g).

It is anticipated that CICA will provide or procure most of its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. All contracts will be vetted for conflict of interest as adopted by the Charter School's Board of Directors. CICA is interested in discussing the possibility of purchasing administrative services from Twin Rivers Unified School District. If Twin Rivers Unified School District is interested, the specific terms and cost for these services will be the subject of an annual memorandum of understanding between CICA and Twin Rivers Unified School District and subject to District availability and willingness to provide such services.

Pursuant to California law, the Twin Rivers Unified School District will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. Requirements in addition to completing a career technical education program or equivalent can receive a certificate of primary education.

Element 10: Suspension and Expulsion Procedures

***Governing Law:* The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed for any reason.**

--California Education Code § 47605(b)(5)(J).

General Provisions

Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students, of the grounds for all suspension and expulsion recommendations and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, in order to conform to changes in state law.

Charter School shall comply with the terms of the Twin Rivers Unified School District Board Policy/Administrative Regulation ("BP/AR"_ 5144.1- Suspension and Expulsion /Due Process and the District's Discipline Guide.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures for suspension, before the effective date of the action. If the student initiates the procedures for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed' includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described in the District's BP/AR 5144.1

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of Charter School's student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g., truancy or excessive tardiness.

Element 11: Employee Benefits and Retirement

Governing Law: ***The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.***

-- California Education code Section 47605 (b) (5) (K).

Certificated, Classified, and Other Staff Members

All full time certificated employees at California Innovative Career Academy participate in a qualified retirement plan including, but not limited to, California State Teachers Retirement System (Cal-STRS) or the federal social security system based on their eligibility to participate. Non-certificated/classified staff participate in a 401B defined contribution plan.

Employees may have access to other school-sponsored retirement plans and other benefit plans according to policies developed by the Board of Directors and adopted as CICA employee policies. In the event that the Internal Revenue Service adopts regulations barring non-profit entities from participating in the public-funded retirement plan (STRS), employees will be covered by federal social security and/or an employer-sponsored retirement plan as approved by the CICA Board of Directors. CICA will inform all applicants for positions within CICA of the retirement system options for employees of CICA and notify all applicants that accepting employment at CICA may exclude the employee from further coverage in their current retirement system. The Executive Director shall be responsible for ensuring that appropriate arrangements for retirement coverage are made. CICA will develop a mix of salaries and benefits commensurate with location and experience necessary to attract and retain well-trained teachers and staff.

Element 12: Public School Attendance Alternatives

Governing Law: ***The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.***

--California Education Code Section 47605(b)(5)(L).

Pupils of Charter School do not have or gain any right to admission in a particular school of any school district, or program of any school district, as a consequence of applying to or enrolling in Charter School, except to the extent that such a right is extended by the school district.

No student may be required to attend CICA. A pupil who chooses not to attend Charter School may attend a public school within the pupil's school district of residence in accordance with applicable law and that school district's policies and procedures. The pupil alternatively may seek to enroll in another charter school in accordance with applicable law and the terms of the school's charter. If Twin Rivers Unified School District is the pupil's school district of residence, an eligible pupil may pursue an inter-district transfer, if available, in accordance with the admission, enrollment, and transfer policies and procedures of the District, as they may change from time to time.

Element 13: Return Rights of Employees

Governing Law: ***A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school.***

--California Education Code Section 47605 (b) (5) (M).

No public school district employee shall be required to work at CICA. Persons employed by CICA are not considered employees of Twin Rivers Unified School District or other school district for any purpose whatsoever. Employees of Twin

Rivers Unified School District or other school district who resign from employment to work at CICA and who later wish to return to Twin Rivers Unified School District or their previous district have no automatic rights of return and shall be treated the same as any other former employee seeking reemployment in accordance with agency policy, applicable law, and applicable bargaining agreements. CICA shall not have any authority to confer any rights to return on Twin Rivers Unified School District or other school district employees.

13.1 Employee Representation

***Governing Law*: A declaration whether or not the Charter School shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act.**

--California Education Code Section 47605 (b) (6)

CICA shall be deemed the exclusive public school employer of the employees of CICA for the purposes of the Education Employment Relations Act ("EERA"). CICA shall comply with the EERA.

CICA is independent from Twin Rivers Unified School District and any District employees who choose to work at CICA shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof.

CICA will develop and maintain an Employee Handbook detailing the rights and responsibilities of all CICA employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, CICA shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. CICA shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. CICA shall be solely responsible for the hiring and compensation of CICA employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any CICA teacher or employee.

***Governing Law*: Except for the requirement that a pupil be a California resident, subdivision (b) of Section 47612 shall not apply to a charter school program that provides instruction exclusively in partnership with any of the following:**

(a) The federal Workforce Investment Act of 1998 (Pub. L. No. 105-220; 29 U.S.C. Sec. 2801, et seq.).

(b) Federally affiliated Youth Build programs.

(c) Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.

(d) The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14406 or 14507.5 of the Public Resources Code.

-- California Education Code Section 47612.1.

***Governing Law*: Notwithstanding any other provision of law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:**

(1) The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 2801 et seq.).

(2) Federally affiliated Youth Build programs.

(3) Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.

(4) The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.

(5) Instruction provided to juvenile court school pupils pursuant to subdivision (c) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.

-- California Education Code Section 47605.1 (g).

CICA will provide all instruction exclusively in partnership with the Greater Sacramento Urban League (GSUL). Per Education Code, all education provided by CICA to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in CICA. The Partnership Agreement between CICA and GSUL will detail the terms required for clients of GSUL to join CICA. CICA will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

Element 14: Dispute Resolution Procedures

***Governing Law*: The procedures to be followed by CICA and the entity granting the charter to resolve disputes relating to provisions of the charter.**

-- California Education Code Section 47605 (b) (5) (N).

14.1 Disputes Arising from within CICA

It is the intent of Twin Rivers Unified School District and CICA that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of CICA which do not involve Twin Rivers Unified School District liability or issues of student health or safety will be forwarded to CICA for processing according to procedures adopted by CICA, prior to being addressed by Twin Rivers Unified School District. CICA procedures shall include reasonably expeditious time lines and a full opportunity for any students directly affected to express their concerns. Twin Rivers Unified School District will not address the dispute if CICA is able to fully resolve the problem unless CICA requests Twin Rivers Unified School District involvement.

The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law.

14.2 Disputes between CICA and Twin Rivers Unified School District

CICA recognizes that it cannot bind *Twin Rivers Unified School District* to a dispute resolution procedure to which Twin Rivers Unified School District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. CICA is willing to consider changes to the process outline below as suggested by Twin Rivers Unified School District. CICA and Twin Rivers Unified School District will be encouraged to attempt to resolve any disputes with CICA amicably and reasonably without resorting to formal procedures.

In the event of any dispute between CICA and Twin Rivers Unified School District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to Twin Rivers Unified School District's Superintendent or designee, and the CICA Principal. The Principal and the Superintendent or designee shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator, for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute

statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law. The cost of the mediator shall be equally split between the parties.

Unless direct otherwise, all written dispute notifications between the District and Charter School shall be addressed as follows:

Bill McGuire
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652

Murdock Smith
Highlands Community Charter School
1333 Grand Ave.,
Sacramento, California 95838

In the event that the TRUSD Board of Trustees believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, this will be noted in the written dispute statement. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede the TRUSD's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

CICA shall timely notify Twin Rivers Unified School District of any and all complaints filed against CICA by its employees, students, parents, and vendors, involving violations of the Charter, the MOU, state or federal law, or alleged financial mismanagement.

14.3 Revocation Protocol

CICA and Twin Rivers Unified School District agree that the dispute resolution procedure set forth above shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, Twin Rivers Unified School District shall provide CICA with written notice of its belief and an opportunity to meet with and respond to Twin Rivers Unified School District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless Twin Rivers Unified School District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if Twin Rivers Unified School District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

14.4 Potential Civil Liability Effects

***Governing Law*: Potential civil liability effects, if any, upon CICA and upon Twin Rivers Unified School District.**

-- California Education Code Section 47605(g).

CICA shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of CICA or for claims arising from the performance of acts, errors or omissions by CICA if the authority has complied with all oversight responsibilities required by law. CICA shall work diligently to assist Twin Rivers Unified School District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of CICA.

Further, CICA and Twin Rivers Unified School District shall enter into a memorandum of understanding, wherein CICA shall indemnify Twin Rivers Unified School District for the actions of CICA under this charter.

The corporate bylaws of CICA shall provide for indemnification of the Twin Rivers Unified School District's Board, officers, agents, and employees, and CICA will purchase and maintain general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks during the term of the Charter.

CICA secures and maintains, during the term of the Charter, commercially reasonable general liability, property, errors and omissions, worker's compensation, and other necessary insurance coverage in the amounts specified by the Annual Memorandum of Understanding to protect CICA and the District from claims that may arise from its operations. Each policy shall include language stating particular who is insured, extent of insurance, locations and operations to which insurance applies, expiration date, to whom cancellation or reduction notice will be sent; and (3) a statement that the District and its offers, employees and agents are named as additional insured.

As stated above, insurance amounts will be determined by recommendation of Twin Rivers Unified School District and the Twin Rivers Unified School District insurance company for schools of similar size, location, and student population. Twin Rivers Unified School District shall be named an additional insured on the general liability insurance of CICA. The Charter School will provide copies of certificates of insurance, as provided herein, to the District upon request.

The CICA Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Element 15: Procedures for Closing

***Governing Law*: The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of CICA, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.**

-- California Education Code Section 47605 (b) (5) (O)..

The following procedures shall apply in the event CICA closes. The following procedures apply regardless of the reason for closure. Closure of CICA shall be documented by official action of the Board of Directors of CICA. The action shall identify the reason for closure. The CICA Board shall promptly notify Twin Rivers Unified School District, within 10 business days, of the closure and the effective date of the closure. The official action shall also identify an entity responsible for closure-related activities. The entity responsible for implementing the closure procedures shall be experienced in dissolution and closure of public educational programs and shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records and payment of debts and liabilities and distribution of remaining assets. The CICA Board of Directors shall also promptly notify students of CICIA the County Office of Education, the Schools' SELPA, the retirement systems in which the School's employees participate (i.e., Public Employees Retirement System, State Teachers Retirement System, and federal social security), and the California Department of Education of the closure, as well as the effective date of the closure. This notice will also include the name(s) of and the contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which students may obtain copies of their records, including specific information on completed courses and credits that meet graduation requirements.

The CICA Board of Directors shall also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board shall provide to the entity responsible for closure-related activities. CICA Board of Directors shall ensure timely notification to the students of the Charter School of the closure and provide information to assist students in locating suitable alternative programs. This notice shall be provided promptly, within ten (10) business days following CICA's decision to close the Charter School.

As applicable, CICA will provide students and Twin Rivers Unified School District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. CICA will ask Twin Rivers Unified School District to store original records of CICA students. If the District will not or cannot store the records, CICA will work with

the County Office of Education to determine a suitable alternative location for storage. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

All state assessment results, special education records, and personnel records shall be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, CICA shall prepare final financial records. CICA shall also have an independent audit completed as soon as is reasonably practical, which period shall be no more than six months after closure. CICA shall pay for the final audit. The audit shall be prepared by a qualified Certified Public Accountant selected by CICA and shall be provided to Twin Rivers Unified School District promptly upon completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to CICA.

CICA will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of CICA, all assets of CICA, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending CICA, after all payment of debts and liabilities and refunds to applicable agencies, shall be distributed to another charter school operating within Twin Rivers Unified School District or shall revert to Twin Rivers Unified School District. Any assets acquired from the District will be promptly returned upon CICA closure to Twin Rivers Unified School District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, CICA shall remain solely responsible for all liabilities arising from the operation of CICA.

As CICA is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of CICA, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in the Appendix, CICA will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

15.1 Occupational & Community Advisory Committees

CICA will have an occupational advisory committee composed primarily of potential employers of graduates, which will aid the school in curriculum and other relevant decision making. CICA will also have a general Community Advisory Committee to allow other community stakeholders to actively participate in the school.

15.2 Nine Facets of the School

Following the A to Z Model of Formal Education, CICA recognizes nine primary categories of components that are important for an educational institution to have to succeed, including:

- Organizational System and Structures
- Participants (Students, Teachers, Staff, other Stakeholders)
- Methods of Quality Assurance and Improvement
- Regulations, Laws, and Contracts the School Must Abide by
- Setting and Context of the School (This was included at the start of the petition)
- Technology Utilized by the School for Administrative and Educational Purposes

- Understanding and Research to Guide the School
- Physical Assets including Venues (Facilities), Vehicles, and Supplies
- Wealth in the form of Revenue and Finances
- We will utilize all these components in ways that will help optimize our ability for students to learn, and to be able to serve the most number of students who are in need

Appendix A

The Five Year Plan

	2019-2020	**2020-2021 Initial Year**	**2021-2022 Accreditation**	**2022-2023 Improve**	**2023-2024 Data Driven**
Academic Subjects		Start Learning Lab & Applied Academic Courses	WASC Accreditation	All programs will improve internal procedures and educational methods so that Student Learning Outcomes are improved school-wide	Recognizing a need for data driven decisions and an inherent inability to fully predict timelines, this year will be used to "catch up" with what was not fully completed previously
Industrial Arts & Construction Programs		Start Truck & Bus Driving, and HVAC/RCOE Candidate	WASC & COE Accreditation Start new programs		
ESL	Apply for WIOA Title 2 ESL Grant	Start small ESL program	Grow ESL programs WASC & COE		
Business & ICT		Start Entrepreneurship Program	Start Office Tech. WASC & COE		
Careers in Education	Apply for WIOA Title 2 Family Literacy Grant		Start Vocational Parent Education Program	Plan CCTC or partnership	Start new programs
Other New Programs (Medical, etc.)				Determine programs	Start new programs

16.1 Amendment of Charter

Any amendments to this charter shall be made by the mutual agreement of the governing boards of Twin Rivers Unified School District and CICA. CICA may present a material revision of the charter at any time, and Twin Rivers Unified School District agrees to review such material revisions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

Cooperation

Twin Rivers Unified School District agrees to cooperate with CICA in all matters related to the implementation of this charter and interactions with the California State Board of Education.

Severability

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Twin Rivers Unified School District's Board of Trustees and CICA Board of Directors.

Annual Calendar

The school will offer instruction for at least 175 days a year using independent study contracts referred to as a Master Agreement, and follow all applicable independent study laws (Education Code Section 51745-51749.6 and implementing regulations). The calendar will be similar to California Innovative Career Academy with a five track attendance calendar reflecting 175 instructional days broken into the 5 tracks.

Exclusive Partnerships

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

Workforce Innovation and Opportunity Act (WIOA)

In 2014, the US Department of Labor signed the Workforce Innovation and Opportunity Act (WIOA), formerly known as the Workforce Investment Act (WIA), into law. It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs. California Innovative Career Academy will apply for a WIOA grant for the 2019-20 school year. Our plan is to use portions of the grant to fund positions such as the Reading Specialist and test proctors to assist our students in literacy and testing. The extra grant funding will allow us to fund in areas such as technology. It will provide us the opportunity to purchase laptops, laptop carts, and computers.

Responsibilities of all EmployeesAll employees have a responsibility to:

- take reasonable care for the health and safety of themselves and of any person who might be affected by their acts or omissions at work;
- co-operate with Administration and others in meeting statutory requirements;
- not interfere with or misuse anything provided in the interests of health, safety and welfare;
- make themselves aware of all safety rules, procedures and safe working practices applicable to their posts; where in doubt they must seek immediate clarification from Administration;
- ensure that tools and equipment are in good condition and report any defects to Administration;
- use protective clothing and safety equipment and ensure that these are kept in good condition;
- ensure that offices, general accommodation and vehicles are kept tidy;
- ensure that any accidents, whether or not an injury occurs, and potential hazards are reported to Administration.

WHENEVER AN EMPLOYEE IS AWARE OF ANY POSSIBLE DEFICIENCIES IN HEALTH AND SAFETY ARRANGEMENTS SHE/HE MUST BRING THESE TO THE ATTENTION OF ADMINISTRATION.

Please note the following:

It must be realized that newly appointed employees could be particularly vulnerable to any risk and it must be ensured that all relevant health and safety matters are brought to their attention at an early stage. Whilst it is an administrative responsibility to instruct all employees in safe working procedures in relation to their posts and workplaces, employees may from time to time find themselves in unfamiliar environments. In such cases, the employee concerned should be particularly alert for hazards and, whenever possible, ensure they are accompanied by a person familiar with the environment or that they are advised of specific hazards.

All volunteer helpers will be expected, as far as reasonably possible, to meet the same standards require of employees.

Role of Staff as Mandated Student Abuse Reporters

All non-certificated and certificated staff will be mandated reporters and will follow all applicable reporting laws, using the same policies and procedures used by CICA.

Responsibilities of Students

All students are expected, within their expertise and ability, to:

- exercise personal responsibility for the safety of themselves and their fellow students;
- observe standards of dress consistent with safety, hygiene and programmatic dress codes this would preclude unsuitable clothing and items considered dangerous;
- observe all the safety rules of the school and in particular the instructions of the teaching staff in the event of an emergency;
- use and not willfully misuse, neglect or interfere with items provided for safety purposes.

Visitors

Regular visitors and other users of the premises (e.g., contractors and delivery people) are expected, as far as reasonably possible, to observe the safety rules of the school.

Procedures for Background Checks

CICA, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees in positions requiring contact with minor students in accordance with the requirements of Education Code section 44237.

CICA shall require all its subcontractors and vendors whose duties require contact with minor Charter School students to submit fingerprints in accordance with Education Code section 45125.1. CICA shall require all parent volunteers who will supervise minor students outside of the presence of a credentialed employee to undergo fingerprinting/background checks pursuant to Education Code sections 35021 *et seq.*

TB Testing

Faculty and staff will be tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

Immunizations

All enrolled students and staff will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075.

Medication in School

CICA will adhere to Education Code Section 49423 regarding administration of medication in school. Students will be screened for vision, hearing and scoliosis. CICA will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by CICA.

Emergency Preparedness

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

Bloodborne Pathogens

CICA shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infection control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV"). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug Free/Alcohol Free/Smoke Free Environment

CICA shall function as a drug, alcohol and tobacco free workplace.

Facility Safety

CICA shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. CICA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. CICA shall conduct fire drills as required under Education Code Section 32001 and in conjunction with CICA.

Comprehensive Sexual Harassment Policies and Procedures

CICA is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. CICA shall develop a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at CICA (including employee to employee, employee to student, and student to employee misconduct), including procedures and timelines for handling and/or responding to such complaints, and how staff and students will be notified of these policies and procedures. On or before the first day of operation, and by July 1 of each subsequent year, CICA shall provide CICA with two (2) copies of all such policies and procedures. Misconduct of this nature is very serious and will be addressed in accordance with CICA's sexual harassment policy.

Pupil Records

CICA shall at all times maintain pupil records in accordance with any pupil record system utilized by CICA, or as agreed upon by CICA (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site within CICA. Notwithstanding Education Code section 47610, CICA shall voluntarily agree to comply with Education Code sections 49060 through 49079. Given that these sections do not apply to a charter school, should CICA seek an exception to these sections, it shall seek the same from CICA, and such agreement shall not be unreasonably withheld. Charter School pupil records maintained by CICA shall be made available for inspection by CICA at any time for purposes of verifying that CICA is in compliance with all state and federal laws, its Charter, and MOU, as applicable.

Safe Environment

The Administration must ensure that: the means of access and egress are safe for the use of employees, and that all material and equipment made available to and used by the employees are safe. If Administration knows of any hazard associated with the above, she/he should take action to make employees aware of it; fire escape routes and exits are clearly marked for the benefit of unfamiliar users of the building, particularly during the hours of darkness; employees of the building are briefed about the location of the telephone, fire escape routes, fire alarms and fire-fighting equipment. Notices regarding emergency procedures will be prominently displayed; employees using any equipment or facility provided by the school are familiar with its safe use and, if necessary, briefed accordingly; arrangements are made for checking the security and condition of the premises and equipment used after vacation by the employee or his/her staff.

Fire and Emergency Evacuation Procedures

The school's procedures for fire and emergency evacuation are posted in the school entrance hall. These procedures will be updated as appropriate. A log book for the recording and evaluation of practice and evacuation drills is available.

Impact Statement

Governing Law: Potential civil liability effects, if any, upon the school and upon the district. Education Code Section 47605(g).

Fire Prevention Equipment

Arrangements are made to regularly monitor the condition of all fire prevention equipment. This would include the regular visual inspection of fire extinguishers and the fire alarm system.

First Aid and Accident Reporting Procedures

First aid kits are available in school offices and additional first aid boxes located in all CTE classrooms. The person responsible for administering the accident reporting procedure and the notification of serious accidents causing death or major injury and dangerous occurrences is the chief administrator. The report forms and the arrangements to be followed if the person injured is unable to complete an accident report form or who is not an employee are to be found with the school secretary. It is the responsibility of supervising staff/faculty to contact Emergency Medical Systems (EMS) by dialing 911 in the unlikely event of an accident, fire, or other emergency.

Appendix B: Master Agreement

California Innovative Career Academy

Master Agreement
2019-2020

Student Name (Last, First):	**Student ID #:**	**Grade Level:**
Address:	**Apt.#:**	**Birthdate:**
City/State:	**Zip Code:**	**Cell Phone Number:**
Duration Of Agreement: **07/01/2019 - 06/30/2020**	**Program:** **Independent Study**	**California Innovative Career Academy**

Objectives, Methods of Study, Methods of Evaluation, and Resources: We understand that the student is to complete the subjects/courses listed below, and that subject/course objectives reflect the curriculum adopted by the charter school's governing board and are consistent with charter school standards, as outlined in the charter school's subject/course descriptions. The specific objectives, methods of study, methods of evaluation, and resources for each assignment covered by this agreement are described in detail, when the students are logged in to PowerSchool and TOPS Pro Enterprise dashboards, which are part of this agreement, and any subsidiary agreements are also part of this agreement.

Subjects/Courses Enrolled:

Course Title	Credit Type	Course Title	Credit Type

Additional Classes: If the student satisfactorily completes all of the above subjects/courses before the ending date of the agreement, one or more courses/subjects may be added to the agreement if the agreement is re-signed and re-dated by the teacher and the student.

Reporting: We understand that students are required to report to their teacher(s) as scheduled. Manner of reporting: Through On-Line Messages, Email, Phone, or In-Person Frequency: At least once a Week Day: M-F, Time: 8:00-5:00**,** Place: Virtually or In-Person

Assignments: We understand that according to the charter school policy for grades K through 12th Grade, the maximum length of time allowed between the assignment and the date the assignment is due is 20 days**.** After 2 missed assignments, an evaluation will be made to determine whether independent study is an appropriate strategy for this student.

Voluntary Statement: We understand that independent study is an optional educational alternative that students voluntarily select, including students covered under California *Education Code* sections 48915 and

48917. All students who choose independent study must be offered the alternative of classroom instruction, and they must have the continuing option of returning to the classroom.
Quality and Quantity; Rights and Privileges; Resources and Services: The independent study option is to be substantially equivalent in quality and quantity to classroom instruction. Students who choose to engage in independent study are to have equality of rights and privileges with the same access to existing services and resources as students in the regular school program.
Methods of Study: Specific methods of study will be designated on the Assignment and Work (AWR) Record and are incorporated herein. Examples of methods of study for the student will include but are not limited to: Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Computerized Curriculum, Web/Internet Research, Library Research, Field Trips, and Learning Center Courses
Specific Resources: The school will provide appropriate instructional materials and personnel necessary to enable the student to complete the assigned work. Resources must include those reasonably necessary to the achievement of the objectives and must include resources that are normally available to all students on the same terms on which they are available to all.
Methods of Evaluation: Academic evaluations will be designated on the Assignment and Work Record (AWR) and are incorporated herein. Examples of acceptable methods of evaluation include, but are not limited to: Teacher Made Tests, Student Conferences, Progress/Report Cards, Chapter/Unit Test, Work Samples, Observations, State Standards Testing, Quizzes, Labs, and Finals.

Notwithstanding any other law, and commencing with the 2019–20 school year, a school district, charter school, or county office of education may, for pupils enrolled in kindergarten and grades 1 to 12, inclusive, provide independent study courses pursuant to the following conditions pursuant to Education Code Section 51749.(5)(6), 51749.6(a)(1)

Signatures and Dates: We have read and understand the terms of this agreement and agree to all the provisions.

Student: _____ **Date:** _____

Supervising Teacher: _____**Date:** _____

**MEMORANDUM OF
UNDERSTANDING BETWEEN
SACRAMENTO EMPLOYMENT AND TRAINING
AGENCY
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS**

This Memorandum of Understanding ("MOU") is entered into as of July 1, 2018 by and between the **Sacramento Employment and Training Agency** ("SETA") a joint powers agency of the City of Sacramento and the County of Sacramento, and Highlands Community Charter and Technical Schools, a California non-profit public benefit corporation, ("HCCTS"). SETA and HCCTS are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, SETA is the Grant Recipient and Administrator for the Sacramento Workforce Development Area under the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. § 3101 *et seq.)* ("WIOA") and provides WIOA services to WIOA participants that are registered through CalJOBS ("WIOA Registrants"); and

WHEREAS, HCCTS is a public charter school, chartered by the Twin Rivers Unified School District, which on March 4, 2014, granted the HCCTS's Charter for a term of five (5) years, beginning on July 1, 2014; and ending on June 30, 2019; and which on March 5, 2019, granted the renewal of HCCTS's Charter for a term of five (5) years, beginning on July 1, 2019; and ending on June 30, 2024; and

WHEREAS, the District and HCCTS have executed an Operational Memorandum of Understanding ("District Agreement") governing their respective fiscal and administrative responsibilities, their legal relationship, and which incorporates the HCCTS Charter Petition; and

WHEREAS, the District Agreement through the HCCTS Charter Petition contains certain limitations on HCCTS's instruction and programs, to include:

1. Highlands Community Charter School (HCCS) shall admit all students it is legally allowed to serve, who meet the exclusive WIOA agreement requirement of being age 22 or older, and who submit a timely application; and,

2. Per Education Code §§ 47612.1, HCCS shall provide instruction exclusively in partnership with WIOA through a partnership agreement with a WIOA provider. As such it may only serve students who are receiving WIOA funded services, and do so under the terms of a Partnership Agreement.

WHEREAS, Education Code § 47612.1(a)(l), and California Code of Regulations Title 5, § 11960(c)(2)(A), exempt HCCTS from the age restrictions contained in the Education Code and regulations if the school has an exclusive partnership agreement with one or more WIOA programs and serves no other pupils.

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, SETA and HCCTS agrees as follows:

C. This MOU shall be governed by, and construed in accordance with, the laws of the federal government and the State of California.

D. This MOU in no way restricts any of the parties from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.

4. Independent Contractor Status

The parties hereto agree that the relationship established by this MOU is that of independent contractors. It is expressly understood and agreed that this MOU is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between parties. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers' compensation coverage and other benefits of any kind, as required by law, for its own employees.

5. Confidentiality

Each Party shall comply with the provisions of WIOA as well as the applicable sections of the California Welfare and Institutions Code, the California Education Code, the Federal Rehabilitation Act, and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose, use, or permit, cause to be published, disclosed, or used, any confidential information pertaining to AJCCS applicants, participants, or customers, unless a specific release is voluntarily signed by the participant or customer.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by these confidentiality policies.

6. Termination

Either party may terminate this MOU, with or without cause and in its sole discretion, by providing thirty (30) days advance written notice to the other party of such termination. The parties may mutually terminate this MOU with or without notice at any time.

7. Notices

Any notice to be given to either party shall be given by deposit in the United States mail, certified, return receipt requested with postage fully prepaid, addressed to the applicable party at the address set forth below the signature of each party to this MOU or by personal service. Notices shall be deemed served when received.

8. Insurance

Consistent with the District Agreement, Charter School shall maintain in effect occurrence-based liability indemnity protection, having a combined limit of liability of no less than five million dollars ($5,000,000) per claim and in the aggregate, and a per occurrence deductible of not greater than five thousand dollars ($5,000), either in the form of a single policy or multiple policies, including excess or umbrellas policies that extend coverage for, at a minimum, educator's legal liability, property damage coverage, employment practices liability, automobile (owned, non-owned and hired) liability, personal injury and advertising injury liability, directors and officers, errors and omissions liability and workers' compensation insurance. To the fullest extent allowed by law, SETA and its directors, officers, employees and agents shall be included as "additional insureds" or "additional covered parties" under all liability policies, evidenced by delivery to SETA, prior to the provision of any services, of duly issued endorsements under each policy.

9. Hold Harmless/Indemnification

HCCTS shall indemnify, defend and hold harmless SETA from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by HCCTS pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

10. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of California.

11. Sole Agreement

This MOU is the only agreement between the parties relating to the subject hereof and represents the totality of their agreement. Each party represents that there are no other MOUs or agreements relating to the subject matter of this MOU. Amendments to this MOU must be in writing and signed by both parties to this MOU.

12. Section Titles

Section titles are for convenience only and are of no legal effect on this MOU or its parties.

13. Counterparts

This MOU may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of the MOU with all signatures appended together shall be deemed a fully executed agreement. Faxed signatures or signatures provided in electronic, portable document format (pdf) are binding and may be treated as original signatures for all purposes. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document.

IN WITNESS WHEREOF, the duly authorized representative of each party does hereby sign and date this MOU as set forth below.

Sacramento Employment and Training Agency

Kathy Kossick, Executive
Director
925 Del Paso Boulevard
Sacramento, CA 95815

Dated: 5/8/19

Highlands Community Charter and Technical Schools

Doc Smith, Executive Director/CEO
1333 Grand Avenue
Sacramento, CA 95838

Dated: 5/8/19

Highlands Independent Study
2019-20 July Budget
MULTI-YEAR PROJECTION DETAIL

Description	July Budget	2020-21 (Year 2)	2021-22 (Year 3)	Notes/Comments
General Inflation Assumption	-	2.5%	2.5%	
Healthcare Inflation	-	3.0%	3.0%	
STRS Rate	18.13%	18.60%	18.10%	
Step Increase	-	3.0%	3.0%	
COLA	-	2.0%	2.0%	
Enrollment	500	737	947	
P-2 ADA	475.00	700.00	900.00	
REVENUES				
General Purpose Entitlement				
8011 - LCFF/General Purpose	4,913,749	7,517,660	10,003,477	
8012 - Education Protection Account	95,000	140,000	180,000	
8096 - Funding in Lieu of Property Taxes	641,250	945,000	1,215,000	
TTL General Purpose Entitlement	**5,649,999**	**8,602,660**	**11,398,477**	
Federal Revenue				
TTL Federal Revenue	-	-	-	
Other State Revenue				
8550 - Mandate Block Grant	-	11,431	14,697	
8560 - State Lottery Revenue	103,342	152,293	195,805	
8590 - Add'l State Revenues	-	-	-	
TTL Other State Revenue	**103,342**	**163,724**	**210,502**	
-				
Other Local Revenue				
TTL Other Local Revenue	-	-	-	
TTL REVENUES	**5,753,341**	**8,766,384**	**11,608,979**	
EXPENDITURES				
1000 - Certificated Salaries				
1100 - Teachers' Salaries	1,496,000	2,328,043	3,151,206	Budget Year x Step x COLA x Increase in ADA
1200 - Certificated Support	110,000	115,500	121,275	
1300 - Certificated Supervisory/Admin	205,000	215,250	226,013	
TTL Certificated Salaries	**1,811,000**	**2,658,793**	**3,498,494**	
2000 - Non-Certificated Salaries				
2100 - Instructional Aide Salaries	248,000	389,715	529,896	
2200 - Classified Support Salaries	12,000	12,600	13,230	
2300 - Classified Supervisory/Admin	200,000	309,474	417,789	
2400 - Clerical/Tech/Office Staff	165,000	255,316	344,676	
TTL Non-Certificated Salaries	**625,000**	**967,105**	**1,305,592**	
3000 - Employee Benefits				
3101 - STRS Certificated	181,100	296,093	399,705	
3202 - 401a/403b	112,888	200,191	305,508	
3301 - Soc. Sec/Medicare Certificated	26,260	38,553	50,728	
3302 - Soc. Sec/Medicare Classified	47,813	70,195	92,364	
3401 - Health Insurance Benefits - Cert	290,400	424,017	551,094	
3402 - Health Insurance Benefits - Class	156,000	227,778	296,042	
3501 - State Unemployment Ins - Cert	906	1,348	1,786	
3502 - State Unemployment Ins - Class	313	465	616	
3601 - Workmen's Comp Certificated	24,249	36,094	47,823	
3602 - Workmen's Comp Classified	8,369	12,457	16,504	
TTL Employee Benefits	**848,296**	**1,307,189**	**1,762,171**	

Highlands Independent Study
2019-20 July Budget
MULTI-YEAR PROJECTION DETAIL

Description	July Budget	2020-21 (Year 2)	2021-22 (Year 3)	Notes/Comments
General Inflation Assumption	-	2.5%	2.5%	
Healthcare Inflation	-	3.0%	3.0%	
STRS Rate	18.13%	18.60%	18.10%	
Step Increase	-	3.0%	3.0%	
COLA	-	2.0%	2.0%	
Enrollment	**500**	**737**	**947**	
4000 - Books/Supplies/Materials				
4100 - Textbooks & Reference Material	50,000	77,400	104,500	
4200 - Other Instructional Material	10,000	15,500	20,900	
4310 - Student Instructional Materials	700,000	1,083,200	1,462,300	
4315 - Janitorial Supplies	5,000	7,700	10,400	
4320 - Office Supplies	10,000	15,500	20,900	
4330 - Student Incentives / Events	10,000	15,500	20,900	
4350 - Other Supplies	10,000	15,500	20,900	
4400 - Noncapitalized Equipment	350,000	541,600	731,200	
TTL Books/Supplies/Materials	**1,145,000**	**1,771,900**	**2,392,000**	
5000 - Services & Operations				
5200 - Travel and Conferences	50,000	77,400	104,500	
5210 - Mileage	10,000	15,500	20,900	
5300 - Dues and Memberships	5,000	5,125	5,253	
5400 - Liability Insurance	20,000	30,900	41,700	
5510 - Utilities (General)	22,500	34,800	47,000	
5520 - Janitorial	15,000	23,200	31,300	
5610 - Facility Rental	30,000	46,400	62,600	
5620 - Equipment Leases	60,000	92,800	125,300	
5630 - Maintenance & Repair	15,000	23,200	31,300	
5800 - Professional/Consulting Services	60,000	92,800	125,300	
5810 - Legal	100,000	154,700	208,800	
5820 - Audit/CPA Costs	15,000	23,200	31,300	
5825 - DMS Business Services	132,775	179,711	237,984	
5840 - Advertisement	67,400	69,085	70,812	
5850 - Authorizer Oversight Fee	56,500	86,027	113,985	
5855 - Interest on Short-Term Debt (<1 yr)	25,000	25,625	26,266	
5860 - Bank Fees	10,000	10,250	10,506	
5910 - Telephone	10,000	15,500	20,900	
5920 - Telecom/Internet	12,500	19,300	26,100	
5930 - Postage	2,500	3,900	5,300	
TTL Services & Operations	**719,175**	**1,029,422**	**1,347,106**	
6000 - Capital Outlay				
6900 - Depreciation	25,000	25,000	25,000	
TTL Capital Outlay	**25,000**	**25,000**	**25,000**	
TTL EXPENDITURES	**5,173,471**	**7,759,410**	**10,330,363**	
Revenues less Expenditures	**579,870**	**1,006,974**	**1,278,617**	
Beginning Fund Balance	-	**579,870**	**1,586,844**	
Net Revenues	**579,870**	**1,006,974**	**1,278,617**	
ENDING BALANCE	**579,870**	**1,586,844**	**2,865,461**	
ENDING BALANCE AS % OF OUTGO	**11.21%**	**20.45%**	**27.74%**	

Highlands Independent Study
2019-20 July Budget
MULTI-YEAR PROJECTION DETAIL - NON-SUPPLEMENTAL AND CONCENTRATION

Description	July Budget	2020-21 (Year 2)	2021-22 (Year 3)	Notes/Comments
General Inflation Assumption	-	2.5%	2.5%	
Healthcare Inflation	-	3.0%	3.0%	
STRS Rate	18.13%	18.60%	18.10%	
Step Increase	-	3.0%	3.0%	
COLA	-	2.0%	2.0%	
Enrollment	500	737	947	
P-2 ADA	475.00	700.00	900.00	
REVENUES				
General Purpose Entitlement				
8011 - LCFF/General Purpose	3,475,949	5,398,797	7,279,224	
8012 - Education Protection Account	95,000	140,000	180,000	
8096 - Funding in Lieu of Property Taxes	641,250	945,000	1,215,000	
TTL General Purpose Entitlement	**4,212,199**	**6,483,797**	**8,674,224**	
Federal Revenue				
TTL Federal Revenue	-	-	-	
Other State Revenue				
8550 - Mandate Block Grant	-	11,431	14,697	
8560 - State Lottery Revenue	103,342	152,293	195,805	
8980 - Revenue Transfer	-	(105,943)	(279,236)	
TTL Other State Revenue	**103,342**	**57,781**	**(68,734)**	
-				
Other Local Revenue				
TTL Other Local Revenue	-	-	-	
TTL REVENUES	**4,315,541**	**6,541,578**	**8,605,491**	
EXPENDITURES				
1000 - Certificated Salaries				
1100 - Teachers' Salaries	1,488,200	2,159,303	2,824,182	Budget Year x Step x COLA x Increase in ADA
1200 - Certificated Support	-	-	-	
1300 - Certificated Supervisory/Admin	-	-	-	
TTL Certificated Salaries	**1,488,200**	**2,159,303**	**2,824,182**	
2000 - Non-Certificated Salaries				
2100 - Instructional Aide Salaries	50,000	77,368	104,447	
2200 - Classified Support Salaries	-	-	-	
2300 - Classified Supervisory/Admin	-	-	-	
2400 - Clerical/Tech/Office Staff	-	-	-	
TTL Non-Certificated Salaries	**50,000**	**113,179**	**142,048**	
3000 - Employee Benefits				
3101 - STRS Certificated	181,100	296,093	399,705	
3202 - 401a/403b	112,888	200,191	305,508	
3301 - Soc. Sec/Medicare Certificated	26,260	38,553	50,728	
3302 - Soc. Sec/Medicare Classified	47,813	70,195	92,364	
3401 - Health Insurance Benefits - Cert	215,400	307,964	394,423	
3402 - Health Insurance Benefits - Class	86,000	119,462	149,816	
3501 - State Unemployment Ins - Cert	906	1,348	1,786	
3502 - State Unemployment Ins - Class	313	465	616	
3601 - Workmen's Comp Certificated	24,249	36,094	47,823	
3602 - Workmen's Comp Classified	8,369	12,457	16,504	
TTL Employee Benefits	**703,296**	**1,082,821**	**1,459,274**	

Highlands Independent Study
2019-20 July Budget
MULTI-YEAR PROJECTION DETAIL - NON-SUPPLEMENTAL AND CONCENTRATION

Description	July Budget	2020-21 (Year 2)	2021-22 (Year 3)	Notes/Comments
General Inflation Assumption	-	2.5%	2.5%	
Healthcare Inflation	-	3.0%	3.0%	
STRS Rate	18.13%	18.60%	18.10%	
Step Increase	-	3.0%	3.0%	
COLA	-	2.0%	2.0%	
Enrollment	**500**	**737**	**947**	
4000 - Books/Supplies/Materials				
4100 - Textbooks & Reference Material	50,000	77,400	104,500	
4200 - Other Instructional Material	10,000	15,500	20,900	
4310 - Student Instructional Materials	320,000	495,200	668,500	
4315 - Janitorial Supplies	5,000	7,700	10,400	
4320 - Office Supplies	10,000	15,500	20,900	
4330 - Student Incentives / Events	10,000	15,500	20,900	
4350 - Other Supplies	10,000	15,500	20,900	
4400 - Noncapitalized Equipment	350,000	541,600	731,200	
TTL Books/Supplies/Materials	**765,000**	**1,183,900**	**1,598,200**	
5000 - Services & Operations				
5200 - Travel and Conferences	45,000	69,663	94,055	
5210 - Mileage	10,000	15,500	20,900	
5300 - Dues and Memberships	5,000	5,125	5,253	
5400 - Liability Insurance	20,000	30,900	41,700	
5510 - Utilities (General)	22,500	34,800	47,000	
5520 - Janitorial	15,000	23,200	31,300	
5610 - Facility Rental	30,000	46,400	62,600	
5620 - Equipment Leases	60,000	92,800	125,300	
5630 - Maintenance & Repair	15,000	23,200	31,300	
5800 - Professional/Consulting Services	50,000	77,326	104,411	
5810 - Legal	100,000	154,700	208,800	
5820 - Audit/CPA Costs	15,000	23,200	31,300	
5825 - DMS Business Services	132,775	179,711	237,984	
5840 - Advertisement	67,400	69,085	70,812	
5850 - Authorizer Oversight Fee	56,500	86,027	113,985	
5855 - Interest on Short-Term Debt (<1 yr)	25,000	25,625	26,266	
5860 - Bank Fees	10,000	10,250	10,506	
5910 - Telephone	10,000	15,500	20,900	
5920 - Telecom/Internet	12,500	19,300	26,100	
5930 - Postage	2,500	3,900	5,300	
TTL Services & Operations	**704,175**	**1,006,212**	**1,315,772**	
6000 - Capital Outlay				
6900 - Depreciation	25,000	25,000	25,000	
TTL Capital Outlay	**25,000**	**25,000**	**25,000**	
TTL EXPENDITURES	**3,735,671**	**5,570,414**	**7,364,475**	
Revenues less Expenditures	**579,870**	**971,164**	**1,241,016**	
Beginning Fund Balance	-	**579,870**	**1,551,034**	
Net Revenues	**579,870**	**971,164**	**1,241,016**	
ENDING BALANCE	**579,870**	**1,551,034**	**2,792,049**	
ENDING BALANCE AS % OF OUTGO	**15.52%**	**27.84%**	**37.91%**	

Highlands Independent Study
2019-20 July Budget
MULTI-YEAR PROJECTION DETAIL - SUPPLEMENTAL AND CONCENTRATION

Description	July Budget	2020-21 (Year 2)	2021-22 (Year 3)	Notes/Comments
General Inflation Assumption	-	2.5%	2.5%	
Healthcare Inflation	-	3.0%	3.0%	
STRS Rate	18.13%	18.60%	18.10%	
Step Increase	-	3.0%	3.0%	
COLA	-	2.0%	2.0%	
Enrollment	500	737	947	
P-2 ADA	475.00	700.00	900.00	
REVENUES				
General Purpose Entitlement				
8011 - LCFF/General Purpose	1,437,800	2,118,863	2,724,253	
8012 - Education Protection Account	-	-	-	
8096 - Funding in Lieu of Property Taxes	-	-	-	
TTL General Purpose Entitlement	**1,437,800**	**2,118,863**	**2,724,253**	
Federal Revenue				
TTL Federal Revenue	**-**	**-**	**-**	
Other State Revenue				
8550 - Mandate Block Grant	-	-	-	
8560 - State Lottery Revenue	-	-	-	
8980 - Revenue Transfer	-	105,943	279,236	
TTL Other State Revenue	**-**	**105,943**	**279,236**	
-				
Other Local Revenue				
TTL Other Local Revenue	**-**	**-**	**-**	
TTL REVENUES	**1,437,800**	**2,224,806**	**3,003,489**	
EXPENDITURES				
1000 - Certificated Salaries				
1100 - Teachers' Salaries	7,800	12,069	16,294	Budget Year x Step x COLA x Increase in ADA
1200 - Certificated Support	110,000	170,211	229,784	
1300 - Certificated Supervisory/Admin	205,000	317,211	428,234	
TTL Certificated Salaries	**322,800**	**499,491**	**674,312**	
2000 - Non-Certificated Salaries				
2100 - Instructional Aide Salaries	198,000	306,379	413,612	
2200 - Classified Support Salaries	12,000	18,568	25,067	
2300 - Classified Supervisory/Admin	200,000	309,474	417,789	
2400 - Clerical/Tech/Office Staff	165,000	255,316	344,676	
TTL Non-Certificated Salaries	**575,000**	**889,737**	**1,201,145**	
3000 - Employee Benefits				
3101 - STRS Certificated	-	-	-	
3202 - 401a/403b	-	-	-	
3301 - Soc. Sec/Medicare Certificated	-	-	-	
3302 - Soc. Sec/Medicare Classified	-	-	-	
3401 - Health Insurance Benefits - Cert	75,000	116,053	156,671	
3402 - Health Insurance Benefits - Class	70,000	108,316	146,226	
3501 - State Unemployment Ins - Cert	-	-	-	
3502 - State Unemployment Ins - Class	-	-	-	
3601 - Workmen's Comp Certificated	-	-	-	
3602 - Workmen's Comp Classified	-	-	-	
TTL Employee Benefits	**145,000**	**224,368**	**302,897**	

Highlands Independent Study
2019-20 July Budget
MULTI-YEAR PROJECTION DETAIL - SUPPLEMENTAL AND CONCENTRATION

Description	July Budget	2020-21 (Year 2)	2021-22 (Year 3)	Notes/Comments
General Inflation Assumption	-	2.5%	2.5%	
Healthcare Inflation	-	3.0%	3.0%	
STRS Rate	18.13%	18.60%	18.10%	
Step Increase	-	3.0%	3.0%	
COLA	-	2.0%	2.0%	
Enrollment	500	737	947	
4000 - Books/Supplies/Materials				
4100 - Textbooks & Reference Material	-	-	-	
4200 - Other Instructional Material	-	-	-	
4310 - Student Instructional Materials	380,000	588,000	793,800	
4315 - Janitorial Supplies	-	-	-	
4320 - Office Supplies	-	-	-	
4330 - Student Incentives / Events	-	-	-	
4390 - Other Supplies	-	-	-	
4400 - Noncapitalized Equipment	-	-	-	
TTL Books/Supplies/Materials	**380,000**	**588,000**	**793,800**	
5000 - Services & Operations				
5200 - Travel and Conferences	5,000	7,737	10,445	
5210 - Mileage	-	-	-	
5300 - Dues and Memberships	-	-	-	
5400 - Liability Insurance	-	-	-	
5510 - Utilities (General)	-	-	-	
5520 - Janitorial	-	-	-	
5610 - Facility Rental	-	-	-	
5620 - Equipment Leases	-	-	-	
5630 - Maintenance & Repair	-	-	-	
5800 - Professional/Consulting Services	10,000	15,474	20,889	
5810 - Legal	-	-	-	
5820 - Audit/CPA Costs	-	-	-	
5825 - DMS Business Services	-	-	-	
5840 - Advertisement	-	-	-	
5850 - Authorizer Oversight Fee	-	-	-	
5855 - Interest on Short-Term Debt (<1 yr)	-	-	-	
5860 - Bank Fees	-	-	-	
5910 - Telephone	-	-	-	
5920 - Telecom/Internet	-	-	-	
5930 - Postage	-	-	-	
TTL Services & Operations	**15,000**	**23,211**	**31,334**	
6000 - Capital Outlay				
6900 - Depreciation	-	-	-	
TTL Capital Outlay	**-**	**-**	**-**	
TTL EXPENDITURES	**1,437,800**	**2,224,806**	**3,003,489**	
Revenues less Expenditures	**-**	**0.00**	**(0.00)**	
Beginning Fund Balance	**-**	**-**	**0**	
Net Revenues	**-**	**0**	**(0.00)**	
ENDING BALANCE	**-**	**0**	**(0)**	
ENDING BALANCE AS % OF OUTGO	**0.00%**	**0.00%**	**0.00%**	

Highlands Community Charter and Technical Schools

Special Board Meeting Minutes

1333 Grand Ave. , Sacramento, CA 95821
July 28, 2015
Wednesday, 3:00 P.M.

Board Policy Regarding Board Minutes:

The minutes of open session meetings of the Board record all motions, show the names of Board members making and seconding motions and state the vote upon the motion. The open session minutes also record all resolutions, the recommendations of the administration and the substance of the Board's discussion or the substance of statements pertinent to Board's business made by members of the staff or public. The minutes follow a generally accepted pattern in form.

The original copy of the open session minutes are signed by the Secretary of the Board and approved by the Board. Original minutes are bound in chronological order, volumed by fiscal year and paged consecutively. The following documents are bound with the official minutes and referred to in the text of the minutes to which they apply:

- Original copies of all resolutions unless required by other agencies, in which case photocopies of the originals may be substituted
- Original copy of all budget transfers
- Copies of any document determined by the Board of Trustees to be attached to the official minutes
- Other documents which, in the opinion of the Secretary, are necessary to fully substantiate or record Board of Trustee action.

In addition to the official minutes, an additional copy of all minutes and attached documents are maintained in the office of the Secretary of the Board. This set of minutes is bound, indexed by those categories detailed above and by subject. The bound minutes and accompanying documents are open to public scrutiny within the boundaries of the law.

Pledge of Accuracy

As the Secretary of Highlands Community Charter School, the following minutes are to the best of my knowledge accurate and sufficiently complete to represent what occurred at the board meeting.

Signature _____ Date 10/16/15

Highlands Community Charter and Technical Schools

Special Board Minutes

1333 Grand Avenue, Sacramento, CA 95838

Tuesday, July 28, 2015
Open Session: 3:00 p.m.
Meeting in Building A-2
Agenda Publicly Posted on July 27, 2015 by Connie Swink

Instructions for Presentations to the Board by Parents, Students and Public

Highlands Community Charter School (HCCS) welcomes your participation at the schools Board Meetings. The purpose of a public meeting of the Board is to conduct the affairs of HCCS in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in our school. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. Agendas are available to audience members at the door to the meeting
2. Blue "Request to Speak" cards are available to all audience members who wish to speak on any agenda item or under the general category of "Public Comment".
3. "Public Comment" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to 2 minutes and total time allotted to non-agenda items will not exceed (20) twenty minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
4. With regard to items that are on the agenda, you must specify that agenda item on your blue request card and you will be given an opportunity to speak for up to (5) five minutes when the Board discusses that item.
5. When addressing the Board, speakers are requested to state their names and address from the podium and adhere to the time limits set forth.
6. Citizens may request that a topic related to school business be placed on a future agenda in accordance with guidelines in the Board Policies. Once such an item is properly on the agenda and publically noticed, the Board can discuss, respond and possibly act on that item.
7. In compliance with the Americans with Disabilities Act (ADA) and upon 72 hour request, the school may furnish auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternatives modification of the agenda in order to participate in Board Meetings are invited to contact the Principal's office.

I. PRELIMINARY

A. Call to Order 3:00 p.m. — President

B. Roll Call — President

Director	Present	Absent
Mr. Ward Allen, President	☒	☐
Mr. Matt Powers, Secretary	☒	☐
Ms. Linda Fowler, LEA Representative	☒	☐
Mr. Murdock Smith, Treasurer/CFO	☒	☐
Mr. Doyle Radford, Director	☒	☐
Ms. Josie Washington, Director	☐	☒
Quorum Required:	4 Of 6	

II. AGENDA REVIEW

An opportunity for the Board to adjust, the order of, or remove agenda items.

III. NON-SCHEDULED ITEMS REQUIRING IMMEDIATE ACTION

Items not placed on the agenda may be considered by the board only in exceptional circumstances, such as emergency situations (requiring a majority vote to consider) or when an issue came to the attention of the school subsequent to the agenda being posted (requiring a two-thirds vote to consider).

Minutes

None

IV. CLOSED SESSION 3:04 p.m.

In general, the purpose of a closed session is to avoid revealing confidential information that may, in specified circumstances, prejudice the legal or negotiating position of the agency or compromise the privacy interests of employees or students.

1. A. Anticipated Litigation– Legal Counsel (Gov't. Code § 54956.9 (b)

2. B. Report on and discussion of computer security matters. (Govt. Code sec. 54957(a)

V. OPEN SESSION

A. Call to Order of Open Session — President

B. Flag Salute — Treasurer

C. Reporting of Actions Taken in Closed Session — President

Report on closed session items

1. Anticipated Litigation– Legal Counsel

Minutes

Angela Tellegia - Off the table by Attorney,Tom Cregger

2. Report on and discussion of computer security matters. (Govt. Code sec. 54957(a))

Minutes

Request to follow up with Mechanic bank regarding the check issue.

D. Public Comment

Minutes

None – Special Meeting

E. Principal's Report — Principal

This is a presentation of information which has occurred since the last Board Meeting.

Minutes

Taken off the table

VI. ITEMS SCHEDULED FOR INFORMATION & DISCUSSION

This portion of the meeting is reserved for general discussions within the board in which the board may give direction to the principal or other designee. Formal motions and resolutions may also be voted on during this portion of the meeting.

Minutes

None

ITEMS SCHEDULED FOR ACTION

A. Nomination/Election of new Board Members (2) Secretary

Ms. Sharon Rocco, and Mr. Ricky Jones

Minutes

The Board nominates and votes to elect Ms Sharon Rocco and Mr. Ricky Jones as new Board members. Motion carries.

Director	Order	Aye	Noe	Abstain	Absent
Ward Allen		☒	☐	☐	☐
Matt Powers		☒	☐	☐	☐
Linda Fowler		☒	☐	☐	☐
Murdock Smith	Motioned	☒	☐	☐	☐
Doyle Radford	Seconded	☒	☐	☐	☐
Josie Washington		☐	☐	☐	☒
Total		**5**	**0**	**0**	**1**

B. Resignation of Board Member(s) Treasurer

Minutes

Murdock Smith resigns from the Treasurer/CFO position and from from the HCCTS School Board.

This move does not require a vote.

C. ByLaw Amendments Legal Counsel

Minutes

Article VII, Section , the following wording is to be added to the paragraph.

"If a member of the Board of Directors is absent without the knowledge of permission of the President or the Secretary for more than two successive Board meetings, the Board member's office shall be declared vacant, **(subject to Review by the Board)**, and will be filled pursuant to Article VII, Section 6 of these ByLaws."

The item remaining will remain under review.

There were no Public Comments.

D. Consideration and Approval of By-Law Amendments

Minutes

Article VIII, Section 11. Treasurer/CFO This is a new description as president. It is legal and should reconstitute with the new Board members.

Director	Order	Aye	Noe	Abstain	Absent
Ward Allen		☒	☐	☐	☐
Matt Powers		☒	☐	☐	☐
Linda Fowler		☒	☐	☐	☐
Murdock Smith	Motioned	☒	☐	☐	☐
Doyle Radford	Seconded	☒	☐	☐	☐
Josie Washington		☐	☐	☐	☒
Total		**5**	**0**	**0**	**1**

E. Appointment of General Manager/Delegation of General Manager Duties — President

Minutes

President, Ward Allen, will turn over the General Manager duties to Murdock Smith.

As of August 31, 2015 Ward will resign from President of the School Board but remain the President of the Corporation.

F. Use of Educator Effectiveness Grant — Jacob Walker

$71.00 per ADA must be approved and monitored.

Minutes

Jacob presented a handout explaining the Educator Effectiveness Grant. The motion passed.

Director	Order	Aye	Noe	Abstain	Absent
Ward Allen		☒	☐	☐	☐
Matt Powers	Motion	☒	☐	☐	☐
Linda Fowler		☒	☐	☐	☐
Murdock Smith		☒	☐	☐	☐
Doyle Radford	Seconded	☒	☐	☐	☐
Josie Washington		☐	☐	☐	☒
Total		**5**	**0**	**0**	**1**

VII. ITEMS TO BE ADDED FOR NEXT MEETING

This portion of the meeting is reserved for the addition of agenda items for a following board meeting by any board member. Items may also be added to the agenda by any Board Member, the Principal, or a Coordinator, at any time prior to the public posting of the agenda. The next Board Meeting will take place August 6, 2015 at 5:00 in Building A-2.

A. Review Board Oversight Calendar

B. Board Member Comments/Requests of Staff

Minutes

Doyle- extended congratulations to the Sharon Rocco and Ricky Jones ,

Ricky – said Thanks for the opportunity and would like to have some Charter School literature.

Linda – expressed congratulations to both Sharon and Ricky

Sharon – said she is thrilled be be here. Thank you and she is honored.

Matt – offered his welcome and invited Sharon and Ricky to come to HCCTS and meet the students and see the school.

Doc – said he will put together the Board packet for the new Board members.

VIII. ADJOURNMENT by Ward at 3:50 p.m.

Highlands Community Charter and Technical Schools

Board Meeting Minutes

1333 Grand Ave. , Sacramento, CA 95821

November 3, 2016

Board Policy Regarding Board Minutes:

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Pledge of Accuracy

As the Secretary of Highlands Community Charter School, the following minutes are to the best of my knowledge accurate and sufficiently complete to represent what occurred at the board meeting.

Signature _____ Date 12/20/16

HIGHLANDS COMMUNITY CHARTER SCHOOL

Board of Directors
Sharon Rocco, Matt Powers, Doyle Radford, Ricky Jones, Sonja Cameron
Corporate Staff/Legal Counsel
Ward Allen, Murdock Smith, Tom Cregger

Minutes

DATE & TIME: **Thursday, November 3, 2016 @ 3:00 p.m.**
LOCATION: 1333 Grand Ave., Sacramento, CA 95838, Board Room A-2
916-844-2283

A. Call to Order & Roll Call: Chairperson Sharon Rocco called the meeting to order at 3:10 p.m.
Trustees Present: Sharon Rocco, Matt Powers, Ricky Jones, Doyle Radford, Sonja Cameron

B. Adoption of Agenda:
Approved as Presented
Motion: Sonja Cameron
Second: Doyle Radford
Vote: Unanimous

C. Flag Salute Lead by: Matt Powers, Doyle Radford and Rick Jones

D. Hearing of Parties Desiring to Address the Board and/or Present Petition
Anyone may address the board regarding any item that is within the board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the board regarding any item(s) not listed on the agenda. The board, by law, may not take action on an item introduced during this portion of the agenda. These presentations are limited to 2 minutes, and total time allotted to non-agenda items will not exceed (20) twenty minutes.

1. Questions were taken from the audience regarding the topic of when community members may speak. Chairperson Rocco explained the public testimony at regular meetings section 54954.3: The public may comment on agenda items before or during consideration by the legislative body on any item.

E. Closed Session

1. Personnel Matter Govt. Code § 54957(b)(1) - Public Employee Discipline/Dismissal/Release

2. Anticipated Litigation Gov't. Code § 54956.9(b)(1)(3)(A)

Reporting of Action(s) Taken in Closed Session

Chairperson Rocco

Open Session reconvened at 4:03 P.M.

1. Report on closed session items:
   Information was received from Legal Counsel and direction was given on both items.
   No action was taken

F. Business, Action Items:

1. College Readiness Block Grant — Jacob Walker

Recommendation to Ratify the College Readiness Block Grant

A motion was made to bring this back to the next meeting with additional information.

Approved:

Motion: Sonja Cameron
Second: Doyle Radford
Vote: Motion carries

2. Early College High School Program — Jacob Walker

Recommendation to approve this program

A motion was made to carry this item over to next month

Approved:

Motion: Sonja Cameron
Second: Doyle Radford
Opposed: Rick Jones
Ayes: Sharon Rocco, Matt Powers,
Vote: Motion carries

3. Amendment of bylaws regarding designation of corporate officers — Tom Cregger

Proposed amendmentof the bylaws designating the corporate officers.

Approved as Presented:

Motion: Sonja Cameron
Second: Doyle Radford
Vote: Motion carries

4. Development of proposed amendment of charter to allow for limited admission of high school graduates into CTE program

Vote to develop a proposed charter amendment to allow for limited admission of high school graduates into CTE program.

Motion: Sonja Cameron
Second: Doyle Radford
Vote: Motion carries

Tom Cregger/Jacob Walker

5. Approval of proposed policy regarding board members' involvement with other education providers.

The recommendation to approve the proposed policy on board members accepting or acting in positions of responsibility for other education providers. Tom Cregger

Approved: A motion was made to remove this item from action items and change it to a discussion item:

Motion: Sonja Cameron
Second: Doyle Radford
Vote: Motion carries

G. Adoption of Minutes

1. October 6, 2016 Sharon Rocco

Approved to adopt with the discussed amendments

Motion: Matt Powers
Second: Doyle Radford
Ayes: Sharon Rocco and Rick Jones
Abstain: Sonja Cameron – was not present for the October meeting.
Vote: Motion carries

H. Unfinished Business, Information, and Discussion

This portion of the meeting is reserved for general discussions within the board in which the board may give direction to staff. Formal motions, action and resolutions may also be voted on during this portion of the meeting.

1. Discussion of Board and Staff Communication/Relationship Clarification of Staff Understanding of the Board role. Sharon Rocco

Direction was given by Ms. Rocco that communication needs to be improved.

Announcements:

a. HCCTS has begun advertising with Consent Content and CAIR academy.
b. Mexican consulate has donated 400 books.
c. Sharif Jewelers donated $1,000.
d. Salam Mosque has begun advertising to their students.

I. Reports/Communications

1. General Report by Executive Director Murdock Smith

Announcements:

a. HCCTS will be changing from Buckmaster to Ray Morgan Company.
b. Alhambra bottled water will be placed at every site
c. A new Employee Handbook will be presented at the next board meeting.
d. Average Daily Attendance as of October 27, 2016 was 957.
e. The play care center at the Grand Ave. site will move from D-1 to Building K.

f. HCCTS now consists of 22 sites: Grand Ave, Mather, Maple, Asian Resources-North, Asian Resources - South, Asian Resources - Alhambra, St. Matthews, McClellan, Lao Family -Dom Way, St. John's, Food Bank, Urban League, St. Peter's, Shores of Hope, West Capitol Courtyard, Collins Teen Center, St. Rose, Grove Ave. Sacramento Housing Redevelopment Agency, Faith Legacy, Our Lady of Guadalupe and Bach Viet.
g. Five hubs are Grand Ave., Mather, St. Rose, Our Lady of Guadalupe, and West Sacramento, (Collins Teen Center, Shores of Hope and the West Capitol Courtyard).

J. Board Comment

There were no Board comments — Sharon Rocco

K. Next Meeting: Regular Board Meeting scheduled for December 1, 2016

L. Adjournment

Sharon Rocco adjourned the meeting at 5:58 P.M.

ARTICLE VIII - OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a ~~President, a Vice-President~~Chair of the Board, a Secretary, ~~and a Treasurer~~a Treasurer ~~who shall also serve as Chief Financial Officer~~, and an Executive Director. The corporation, at the board's direction, may ~~also have a chairman of the board,~~ one or more Vice-Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed under Article VIII, Section 4 of these bylaws.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that the Secretary, Treasurer or~~/~~Chief Financial Officer may not serve concurrently as ~~either~~ the ~~President or the chairman of the board.~~Chair of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation, except any appointed under Article VIII Section 4 of these bylaws, shall be chosen annually by the Board of Directors and shall serve at the pleasure of the board, subject to the rights of any officer under any employment contract.

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

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

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

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. ~~PRESIDENT~~CHAIR OF THE BOARD. Subject to ~~such~~ the supervisory powers and control of the board,~~as the Board of Directors may give to the chairman of the board, if any, and subject to the control of the board,~~ the ~~President~~ Chair shall preside at all board meetings and shall be considered the chief officer of the corporation, and in the absence of an Executive Director, shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The ~~President~~ Chair shall have such other powers and duties as the Board of Directors or the bylaws may require.

~~Section 9. VICE-PRESIDENT. If the President is absent or disabled, the Vice-President shall perform all duties of the President. When so acting, the Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-President shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require. If there is no Vice-President or the Vice-President elects not to replace the President, then the Secretary or Treasurer in that order shall replace the President.~~

Section ~~10~~9. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the board, and of committees of the board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; and the names of persons present at Board of Directors and committee meetings.

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

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

Section ~~11~~10. TREASURER~~/CHIEF FINANCIAL OFFICER~~. The ~~Chief Financial Officer~~Treasurer, or designee, shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the members and directors such financial statements and reports as are required to be given by law, by these bylaws, or by the board. The books of account shall be open to inspection by any director at all reasonable times.

The ~~Chief Financial Officer~~Treasurer, or designee, shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (ii) disburse the corporation's funds as the Board of Directors may order; (iii) render to the President, chairman of the board, if any, and the board, when requested, an account of all transactions as ~~Chief Financial Officer~~Treasurer and of the financial condition of the corporation; and (iv) have such other powers and perform such other duties as the board, contract, job specification, or the bylaws may require.

If required by the board, the ~~Chief Financial Officer~~Treasurer shall give the corporation a bond (paid for by the Corporation) in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the ~~Chief Financial Officer~~Treasurer on his or her death, resignation, retirement, or removal from office. The ~~Chief Financial Officer~~Treasurer, or designee, shall also be in charge of all student financial matters

including Pell Grant complaints/disputes/resolution and shall represent the Corporation at any and all audits of its affairs.

SECTION 11. EXECUTIVE DIRECTOR. Subject to the control and supervisory powers of the board, the Executive Director shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification.

The Executive Director shall act as the designee of the Treasurer, and be responsible for all functions of that officer as set out in Section 10, and in that regard shall act as the Chief Financial Officer of the corporation. The Executive Director shall report to the Treasurer and the board with respect to those duties.

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

Highlands Community Charter and Technical Schools

Board Meeting Minutes

1333 Grand Ave. , Sacramento, CA 95838
August 10, 2017

Board Policy Regarding Board Minutes:

The minutes of open session meetings of the Board record all motions, show the names of Board members making and seconding motions and state the vote upon the motion. The open session minutes also record all resolutions, the recommendations of the administration and the substance of the Board's discussion or the substance of statements pertinent to Board's business made by members of the staff or the public. The minutes follow a generally accepted pattern in form.

The original copy of the open session minutes is signed by the Secretary of the Board and approved by the Board. Original minutes are bound in chronological order, volumed by fiscal year and paged consecutively. The following documents are bound with the official minutes and referred to in the text of the minutes to which they apply:

- Original copies of all resolutions unless required by other agencies, in which case, photocopies of the originals may be substituted
- Original copy of all budget transfers
- Copies of any document determined by the Board of Trustees to be attached to the official minutes
- Other documents which, in the opinion of the Secretary, are necessary to fully substantiate or record Board of Trustee action.

In addition to the official minutes, an additional copy of all minutes and attached documents are maintained in the office of the Secretary of the Board. This set of minutes is bound, indexed by those categories detailed above and by subject. The bound minutes and accompanying documents are open to public scrutiny within the boundaries of the law.

Pledge of Accuracy

As the Secretary of Highlands Community Charter School, the following minutes are to the best of my knowledge accurate and sufficiently complete to represent what occurred at the board meeting.

Signature

Date 9/20/17

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Board Members
Sharon Rocco, Chairperson, Doyle Radford, Vice-President, Matt Powers, Secretary,
Ricky Jones, Sonja Cameron, Ernie Daniels, Kevin Ferreira, Lauren Mistretta,
Sondra Betancourt, LEA
Executive Director/Legal Counsel
Murdock Smith, Tom Cregger

BOARD MEETING
MINUTES

DATE & TIME: **Thursday, August 10, 2017 @ 3:00 PM**
LOCATION: 1333 Grand Ave., Sacramento, CA 95838, Conference Room in Building B
916-844-2283

A. Call to Order:
Board Chair Sharon Rocco called the regular board meeting to order at 3:00 p.m.

Directors Present: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Directors Absent: Sonja Cameron

B. Adoption of Agenda
This is an opportunity for the Board to adjust the order of, or remove agenda items.

C. Flag Salute:
Led by Doyle Radford

D. Hearing of Parties Desiring to Address the Board and/or Present Petition
Anyone may address the board regarding any item that is within the board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the board regarding any item not listed on the agenda. Interested persons must submit a request, which is available in card form. These presentations are limited to 2 minutes, and total time allotted will not exceed (20) twenty minutes.

Linda Fowler commented on Action Item 8. She suggested the acronyms be spelled out on the Director of Instruction job description.

E. Reports

1. Executive Director's Report

Executive Director Doc Smith talked about reports that go out to the Board on a weekly basis. He also mentioned that September 10th and 11th are staff professional development days meaning they're non-student, non-apportioned days. Department of Homeland Security will hold a workshop on September 11th at 9:00 a.m. educating staff on countering violent extremism. Executive Director and Site Administrator plan on visiting Twin Rivers Unified School District's Adult Education Program.

F. Action Items
Anyone may address the board regarding any item that is on the agenda. Interested persons must submit a request, which is available in card form prior to commencement of the Board Meeting. These presentations are limited to 2 minutes.

1. Amendment of Article VII, Section 6 of the Bylaws

To resolve any ambiguity in the Bylaws as to when the Board may vote to elect directors where the number of elected directors is fewer than the number authorized in Article VII, section 3 of the Bylaws (currently 11).

Section 6. VACANCIES. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death or resignation of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a serious felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Non-Profit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; ~~or~~ (d) the failure of the nominator to nominate the number of directors required to be elected at such time as a vacancy occurs~~.~~; or (e) where the number of directors is fewer than that authorized by these Bylaws.

Vacancies on the Board of Directors ~~shall~~ may be filled by a simple majority of the Board of Directors at any meeting of the Board, or, if the number of directors then in office is less than a quorum, by (1) the unanimous consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code section 5211, or (3) a sole remaining director.

Motion Passed: A motion is made to approve the amendment of Article VII, Section 6 of the Bylaws.
Motion: Matt Powers
Second: Rick Jones
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt
Absent: Sonja Cameron

2. Nomination of and Election of Directors

Article VII, section 3 of the Bylaws requires that the Board have an odd number of directors. Currently, there are 6. At least one new director should be elected to comply with the Bylaws requirements.

A. Ernie Daniels

Motion Passed: A motion was made to nominate and elect Ernie Daniels as a Board member.
Motion: Rick Jones
Second: Sondra Betancourt
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt
Absent: Sonja Cameron

B. Kevin Ferreira

Motion Passed: A motion was made to nominate and elect Kevin Ferreira as a Board member.
Motion: Doyle Radford
Second: Matt Powers
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt
Absent: Sonja Cameron

C. Lauren E. Mistretta

Motion Passed: A motion was made to nominate and elect Lauren E. Mistretta as a Board member.
Motion: Sondra Betancourt
Second: Matt Powers
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt
Absent: Sonja Cameron

All nominations were approved. New board members will be sworn in at the next board meeting.

3. Approval of Allowing Board Members to Participate in HCCTS Health Insurance Program

This proposal is to allow Board members to participate in HCCTS sponsored health insurance plans as allowed by law and the plan provisions. Further, to the extent that plan provisions may need to be modified to allow for the same, the Executive Director and General Counsel are authorized to obtain such modifications from the plan providers/administrators.

Motion Passed: This action item was tabled for the next regular scheduled board meeting since not all of the board members were present.
Motion: Sondra Betancourt
Second: Doyle Radford
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Absent: Sonja Cameron

4. Revised Independent Study Policy
The Board approved revised Independent Study Policy.

Motion Passed: A motion to approve revised Independent Study Policy is made.
Motion: Matt Powers
Second: Doyle Radford
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Absent: Sonja Cameron

5. Revised English Language Development Policy
The Board approved revised English Language Development Policy.

Motion Passed: This action item was tabled for the next regular scheduled board meeting per request of Mari Lowes.
Motion: Matt Powers
Second: Doyle Radford
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Absent: Sonja Cameron

6. Board Meeting Calendar 2017/2018
The Board approved Board meeting calendar.

Motion Passed: A motion is made to approve the Board meeting calendar.
Motion: Doyle Radford
Second: Rick Jones
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Absent: Sonja Cameron

7. Employee Handbook
The Board approved annually updated Employee Handbook. The Board requested the Legal Counsel to look into bone marrow donation.

Motion Passed: A motion is made to approve the Employee Handbook.
Motion: Doyle Radford
Second: Rick Jones
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Absent: Sonja Cameron

8. Director of Instruction Job Description
Motion Passed: A motion was made to revise the proposed job description and bring back to the Board for approval.
Motion: Sondra Betancourt
Second: Rick Jones
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Absent: Sonja Cameron

9. Classified Salary Schedule
The Board approved the classified salary schedule.

Motion Passed: A motion was made to adopt the classified salary schedule and request all related job descriptions be presented at the next regular scheduled Board meeting.
Motion: Matt Powers
Second: Rick Jones

Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt and Ernie Daniels
Absent: Sonja Cameron

G. Consent Agenda Items

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

Adoption of Minutes

1. Regular Board Meeting June 22, 2017
2. Special Board Meeting June 29, 2017
3. Regular Board Meeting July 06, 2017
4. Special Board Meeting July 27, 2017

Motion Passed: Motion to accept the minutes as presented.
Motion: Doyle Radford
Second: Rick Jones
Yes votes: Sharon Rocco, Doyle Radford, Matt Powers, Ricky Jones, Sondra Betancourt
Abstained: Ernie Daniels
Absent: Sonja Cameron

H. Information and Discussion

First Reading of new board policies will be brought back at a later meeting for Board action

1. Academic Standards Policy
2. Education with 504 Plans Policy
3. Employee Professional Expectations Policy
4. Evaluation of Student Achievement Policy
5. Instruction and Curriculum Policy
6. Student Conduct Policy
7. Student Discipline Policy
8. Student Privacy Rights Policy
9. Student Records Policy
10. Student Success Teams Policy
11. Unauthorized Release of Confidential/Privileged Information Policy
12. Work Experience Policy

Information for discussion

13. Work Inforcement and Opportunity Act

I. Board Comments

Doyle Radford, Rick Jones and Sondra Betancourt welcomed new board members. New board member, Ernie Daniels thanked everyone for receiving him. The Board Chair Sharon Rocco commented on an incident at Mather Campus.

J. Next Meeting: September 7, 2017

K. Adjournment: Meeting was adjourned at 4:57 P.M.

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director, at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283.

If you need a copy of the agenda or any attachments please contact Natasha Lutsik at (916) 844-2283.

ARTS-PB | **Articles of Incorporation of a Nonprofit Public Benefit Corporation**

To form a **nonprofit public benefit corporation** in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A **$30** filing fee.
- A separate, non-refundable **$15** service fee also must be included, if you drop off the completed form or document.

Important! Nonprofit corporations in California **are not** automatically exempt from paying California franchise tax or income tax each year. For information about tax requirements and/or applying for tax-exempt status in California, go to https://www.ftb.ca.gov/businesses/exempt_organizations or call the California Franchise Tax Board at (916) 845-4171.

Note: *Before submitting this form*, you should consult with a private attorney for advice about your specific business needs.

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FILED
Secretary of State
State of California
MAY 21 2013
IPC

This Space For Office Use Only

For questions about this form, go to *www.sos.ca.gov/business/be/filing-tips.htm*

Corporate Name (List the proposed corporate name. Go to www.sos.ca.gov/business/be/name-availability.htm for general corporate name requirements and restrictions.)

① The name of the corporation is HIGHLANDS COMMUNITY CHARTER SCHOOL

Corporate Purpose (Item 2a: Check one or both boxes. Item 2b: The specific purpose of the corporation must be listed if you are organizing for "public" purposes, or if you intend to apply for tax-exempt status in California.)

② a. This corporation is a nonprofit **Public Benefit Corporation** and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for: ☑ **public** ☐ **charitable** purposes.

b. The specific purpose of this corporation is to OPERATE AND CONTROL A PUBLIC, COMMUNITY BASED ACADEMIC AND VOCATIONAL CHARTER SCHOOL.

Service of Process (List a California resident or an active 1505 corporation in California that agrees to be your initial agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may **not** list your own corporation as the agent. **Do not** list an address if the agent is a 1505 corporation).

③ a. WARD ALLEN
Agent's Name

b. 3501 MESA VERDES DRIVE | EL DORADO HILLS | CA | 95762
Agent's Street Address (if agent is not a corporation) | *City (no abbreviations)* | *State* | *Zip*

Corporate Addresses

④ a. 3501 MESA VERDES DRIVE | EL DORADO HILLS | CA | 95762
Initial Street Address of Corporation | *City (no abbreviations)* | *State* | *Zip*

b. _____ | _____ | _____ | _____
Initial Mailing Address of Corporation, if different from 4a | *City (no abbreviations)* | *State* | *Zip*

Additional Statements (The following statements are for tax-exempt status in California.)

⑤ a. This corporation is organized and operated exclusively for the purposes set forth in **Article 2a** hereof within the meaning of Internal Revenue Code section 501(c)(3).

b. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

c. The property of this corporation is irrevocably dedicated to the purposes in **Article 2a** hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

d. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for **charitable, educational and/or religious** purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

This form must be signed by each incorporator. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of incorporation.

▶ _____ WARD ALLEN
Incorporator - Sign here | *Print your name here*

Make check/money order payable to: **Secretary of State**	***By Mail***	***Drop-Off***
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a $5 certification fee.	Secretary of State Business Entities, P.O. Box 944260 Sacramento, CA 94244-2600	Secretary of State 1500 11th Street, 3rd Floor Sacramento, CA 95814

Articles of Incorporation of

Highlands Community Charter School

A California Nonprofit Public Benefit Corporation

Article 1

The name of this corporation is **Highlands Community Charter School**

Article 2

This corporation is a nonprofit **Public Benefit Corporation** and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

Article 3

The specific purposes of the corporation are to; (1) control and operate a community based adult academic and vocational charter school in Sacramento, California, thereby addressing a critical and necessary need; (2) encourage the participation of community residents in the charter school; (3) to assist adult charter school students in obtaining livable wage employment; (4) persuade other public and private agencies in the Sacramento region to help us achieve our goals; (5) provide resources for sharing information about training and jobs.

Article 4

The name and address of the corporation's initial agent for service of process is Ward C. Allen; Physical address, 3501 Mesa Verdes Drive, El Dorado Hills, CA 95762.

Article 5

This corporation is organized and operated exclusively for educational, public and charitable purposes within the meaning of Internal Revenue Code section 501(c)(3).

Article 6

All corporate property is irrevocably dedicated to public and charitable purposes and no part of the net earnings of this corporation shall inure to the benefit of any director, officer, or member thereof, or to the benefit of any private person.

Article 7

On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to such organization (or organizations) organized and operated exclusively for educational purposes which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Article 8

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

Ward C. Allen, Incorporator

5-21-13
Signature & Date

Bylaws

of

Highlands Community Charter and Technical Schools (HCCTS)

(A California Non-Profit Public Benefit Corporation)

ARTICLE I - NAME

Section 1. NAME. The name of this corporation is the Highlands Community Charter and Technical Schools (HCCTS)

ARTICLE II - PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is located at 3501 Mesa Verdes Drive, El Dorado Hills in El Dorado County, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

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

ARTICLE III - GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote one or more California public adult charter schools, direct and promote one or more postsecondary schools, and engage in other educational activities. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

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

ARTICLE IV - CONSTRUCTION AND DEFINITIONS

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

ARTICLE V - DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a non-profit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3) and that operates under the laws of the State of California.

ARTICLE VI - CORPORATIONS WITHOUT MEMBERS

Section 1. Corporations Without Members. This corporation shall have no voting members within the meaning of the Non-Profit Corporation Law. The corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. GENERAL POWERS Subject to the provisions and limitations of the California Non-Profit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (also known as the "Board of Directors"). The Board may delegate or contract for the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

1. Appoint and remove, at the pleasure of the Board of Directors, subject to any contractual restrictions, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

2. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in or outside California for holding any meeting of members.

3. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

4. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

5. Seek out and actively pursue outside resources and funding for the purposes of improving, maintaining, or expanding the services provided by the corporation.

Section 3. NOMINATED DIRECTORS AND TERMS. The corporation shall have a minimum of three (3) and maximum of eleven (11) directors. All initial directors shall be designated by the existing Board of Directors. The board shall always maintain an odd-number of directors, to avoid potential tie-votes. In accordance with California Education Code, any school district or county office of education that HCCS has an approved charter school with, may appoint a representative to sit on the Board of Directors. If such a case would cause an even number of directors to exist on the board, an additional board member would be designated by the board. These additional appointed and designated board members may expand the board past the general limit of eleven directors. The initial board members and initial board terms shall be: Mike Brunelle (2018), Jacob J. Walker (2018), Ward Allen (2017) Tom Burruss (2017), Frances Hesselbein (2016), Margot Daniels Tyler (2016), and Kirk Williams (2015).

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation.

Section 5. DIRECTORS TERM. Except for the initial Board of Directors which have their initial terms fixed, each director shall hold office for three (3) years and until a successor director has been designated and qualified. Any expansion of the Board of Directors shall be chosen at the annual meeting of the Board of Directors.

Section 6. VACANCIES. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death or resignation of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a serious felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Non-Profit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the failure of the nominator to nominate the number of directors required to be elected at such time as a vacancy occurs.

Vacancies on the Board of Directors shall be filled by a simple majority of the Board of Directors or, if the number of directors then in office is less than a quorum, by (1) the unanimous consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code section 5211, or (3) a sole remaining director.

Section 7. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President or the Secretary of the board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 8. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 9. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any director(s) being removed before his or her term of office expires.

Section 10. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the corporation. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 11. MEETINGS BY TELEPHONE OR OTHER TELECOMMUNICATIONS EQUIPMENT. Any Board of Directors meeting may be held by conference telephone, video screen communication, electronic mail or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if all of the following apply:

(a) Each member participating in the meeting can communicate concurrently with all other members.

(b) Each member is provided the means of participating in all matters before the board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.

(c) The Board of Directors has adopted and implemented a means of verifying both of the following:

1) A person communicating by telephone, video screen, electronic mail or other communications equipment is a director entitled to participate in the Board of Directors meeting.

2) All statements, questions, actions or votes were made by that director and not by another person not permitted to participate as a director.

(d) The meeting is held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 12. ANNUAL AND REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held on the first Saturday of each month at 2:00 p.m. Pacific Time, at a location to be announced, and include teleconferencing capabilities for board members and members of the public who do not have the capability of physically attending, to still participate in the proceedings.

The Board of Directors shall hold an annual meeting, regular, special, and emergency meetings for purposes of organization, election of officers, and transaction of other business. Agendas must be posted seventy-two (72) hours previous to any regularly

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

Section 13. AUTHORITY TO CALL SPECIAL MEETINGS. Special and emergency meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board, if any, the President, Vice-President, the Secretary, or any two Directors but may only be conducted if one-half of the Board of Directors vote that a situation warranting a special or emergency meeting exists.

Section 14. NOTICE OF SPECIAL OR EMERGENCY MEETINGS. Notice of the time and place of special meetings shall be given to each director by (a) personal delivery of written notice; (b) first-class mail, postage prepaid; (c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; (d) telegram; (e) facsimile; (f) electronic mail; or (g) other electronic means. All such notices shall be given or sent to the director's address or telephone number as shown on the corporation's records and shall be sent with at least such notice as is required in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation which are applicable to the type of meeting called. Voting on any item may be done by; (a) in-person appearance; (b) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; (d) telegram; (e) facsimile; (f) electronic mail; or (g) other electronic means. All such votes shall be conducted by the President.

The notice shall state the time of the meeting and the place, if the place is other than the corporation's principal office and the business to be transacted at the meeting.

All notice requirements will comply with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. QUORUM. A majority of the actual number of directors shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be an act of the board, subject to the more stringent provisions of the California Non-Profit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (b) approval of certain

transactions between corporations having common directorships, (c) creation of and appointments to committees of the board, and (d) indemnification of directors.

Section 16. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 17. COMPENSATION AND REIMBURSEMENT. Directors may receive such compensation, if any, for their services as directors or officers, and such reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

Section 18. CREATION OF POWERS OF COMMITTEES. The board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors or by the President. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the board, to the extent provided in the Board of Directors resolution, except that no committee may:

a) Take any final action on any matter that, under the California Non-Profit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;

b) Fill vacancies on the Board of Directors or any committee of the board;

c) Fix compensation of the directors for serving on the Board of Directors or on any committee;

d) Amend or repeal bylaws or adopt new bylaws;

e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;

f) Create any other committees of the Board of Directors or appoint the members of committees of the board;

g) Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or

(h) Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Corporations Code section 5233(d)(3).

Section 22. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings and other Board of Directors actions, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 23. NON-LIABILITY OF DIRECTORS. No Director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

ARTICLE VIII - OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a President, a Vice-President, a Secretary, and a Treasurer who shall also serve as Chief Financial Officer. The corporation, at the board's direction, may also have a chairman of the board, one or more Vice-Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed under Article VIII, Section 4 of these bylaws.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that the Secretary/Chief Financial Officer may not serve concurrently as either the President or the chairman of the board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation, except any appointed under Article VIII Section 4 of these bylaws, shall be chosen annually by the Board of Directors and shall serve at the pleasure of the board, subject to the rights of any officer under any employment contract.

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

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

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

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the chairman of the board, if any, and subject to the control of the board, the President shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 9. VICE-PRESIDENT. If the President is absent or disabled, the Vice-President shall perform all duties of the President. When so acting, the Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-President shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require. If there is no Vice-President or the Vice-President elects not to replace the President, then the Secretary or Treasurer in that order shall replace the President.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the board, and of committees of the board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; and the names of persons present at Board of Directors and committee meetings.

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

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

Section 11. TREASURER/CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to the members and directors such financial statements and reports as are required to be given by law, by these bylaws, or by the board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (ii) disburse the corporation's funds as the Board of Directors may order; (iii) render to the President, chairman of the board, if any, and the board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation; and (iv) have such other powers and perform such other duties as the board, contract, job specification, or the bylaws may require.

If required by the board, the Chief Financial Officer shall give the corporation a bond (paid for by the Corporation) in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office. The Chief Financial Officer shall also be in charge of all student financial matters including Pell Grant complaints/disputes/resolution and shall represent the Corporation at any and all audits of its affairs.

ARTICLE IX - CONTRACTS WITH DIRECTORS AND OFFICERS

Section 1. CONTRACTS WITH DIRECTORS AND OFFICERS. No director of this corporation nor any other corporation, firm, association, or other entity in which one or more of this corporation's directors are directors and have a material financial interest, shall be interested, directly or indirectly, in the contract or transaction, unless (a) the material facts regarding that director's financial interest in such contract or transaction or regarding such common directorship, officer-ship, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the Board of Directors prior to the board's consideration of such contract or transaction; (b) such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose without counting the votes of the interested directors; (c) before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (d) the corporation for its own benefit enters into the

transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

Section 2. CONFLICT OF INTEREST, WITH DEFINITIONS

The purpose of the Conflict of Interest Policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Definitions:

Interested Person. Any director, principal officer, or member of a committee with board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person. If a person is an interested person with respect to any entity of which the Corporation is a part, he or she is an interested person with respect to all entities.

Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family: an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not substantial in nature. A financial interest is not necessarily a conflict of interest. Under Article III, Section two (2), a person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts to the board, and after any discussion with the interested person, he/she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

Procedures for Addressing the Conflict of Interest

An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether it is fair and reasonable to the Corporation and shall make its decision as the whether to enter into the transaction or arrangement in conformity with such determination.

Violations of the Conflicts of Interest Policy

If the board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Record of Proceedings

The minutes of the board and all committee with board-delegated powers shall contain: the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed; and the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Compensation

A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

Annual Statements

Each director, principal officer and member of a committee with board delegated powers shall annually sign a statement which affirms that such person: has received a copy of the conflicts of interest policy, has read and understands the policy, has agreed to comply with the policy, and understands the Corporation is charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Periodic Reviews

To ensure the Corporation operates in a manner consistent with charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects: Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arms-length bargaining. Whether partnerships, joint ventures arrangements, and arrangements with management service organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes and do not result in inurement, or impermissible private benefit.

ARTICLE X - LOANS TO DIRECTORS AND OFFICERS

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

ARTICLE XI - INDEMNIFICATION

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

fact that the person is or was a person described in that section. Expenses, as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code section 5238 (b) or section 5238 (c) the Board of Directors shall promptly decide under Corporations Code section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code section 5238 (b) or section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XII - INSURANCE

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such. The corporation shall provide State Teacher Retirement System (STRS) benefits for a certificated employees and Public Employees Retirement System (PERS) for all classified employees.

ARTICLE XIII - MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

a) Adequate and correct books and records of account;

b) Written minutes of the proceedings of its members, board, and committees of the board; and

c) Such reports and records as required by law.

ARTICLE XIV - INSPECTION RIGHTS

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

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the members, the Board of

Directors, and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the member's interest as a member. Any such inspection and copying may be made in person or by the member's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

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

ARTICLE XV - REQUIRED REPORTS

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

a) The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;

b) The principal changes in assets and liabilities, including trust funds;

c) The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

d) The corporation's expenses or disbursement for both general and restricted purposes;

e) Any information required under these bylaws; and

f) An independent accountants' report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all Board members, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each member and furnish to each director a statement of any transaction or indemnification of the following kind:

a) Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than $50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than $50,000. For this purpose, an "interested person" is either:

1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE XVI - BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the charters that created the charter schools or make any provisions of these Bylaws inconsistent with any of those charters, the corporation's Articles of Incorporation, or any laws.

ARTICLE XVII - FISCAL YEAR

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

ARTICLE XVIII – NON DISCRIMINATION

Highlands Community Charter and Technical Schools does not or will not discriminate against students, members of the public, staff or any other person or entity, based on criminal history, age, race, sex, national origin, sexual orientation or any other reason (except where prohibited by law) for any purpose whatever including but not limited to; use of facilities, school admission or eligibility for financial aid. Highlands Community Charter and Technical Schools is an "equal opportunity employer." The employer will not discriminate, and will take "affirmative action" measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, creed, color, national origin, or sex.

Highlands community Charter and Technical Schools is committed in all areas to providing a work and school environment that is free from harassment. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All employees, including supervisors and other management personnel, are expected and required to abide by this policy. No person will be adversely affected in employment with the employer as a result of bringing complaints of unlawful harassment.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Highlands Community Charter and Technical Schools, a California non-profit public benefit corporation; that these bylaws, consisting of 17 pages, are the bylaws of this corporation as amended by the Board of Directors on July 6, 2013.

Executed at Sacramento, California.

Date: Friday, July 6, 2013 Name: Jacob J. Walker /s/_____

California Innovative Learning Academy

2019-2020 School Calendar

July 2019

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

August 2019

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September 2019

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30						

October 2019

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November 2019

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December 2019

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January 2020

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February 2020

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March 2020

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29	30	31				

April 2020

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26	27	28	29	30		

May 2020

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24	25	26	27	28	29	30
31						

June 2020

Su	M	Tu	W	Th	F	S
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28	29	30				

Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School**

Every 20 Days for Independent Study

Important Dates and School Holidays

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

Revised 11-21-18

CICA - 1597

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M. Smith		3/22/19
Name (Print)	**Signature**	**Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
1.	[redacted]	[redacted]	1.10.19	[redacted]		1
2.			1.10.19			1
3.			1.11.19			1
4.			1.11.19			1
5.			1,14,19			

CICA - 1598

Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
6. [redacted]		Jan, 14		[redacted]	

CICA - 1599

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M. Smith | [signature] | 3/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
7.	[redacted]	[redacted]	1-8-19	[redacted]		Staff
8.			1-8-19			536
9.			1-8-19			07
10.			1-8-19			
11.			1-8-19			
	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students

CICA - 1600

	Print Name	Signature	Date	Address	Phone Number	Number of Students
12.	[redacted]		1-8-19	[redacted]		
13.			1-8-19			
14.			1-8-19			
15.			1-8-19			30
16.			1-8-19			91
17.			1-8-19			
18.			1-8-19			
19.			1-8-19			
20.			1-8-19			
21.			1-8-19			

CICA - 1601

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M. Smith _____ _____ 3/22/19

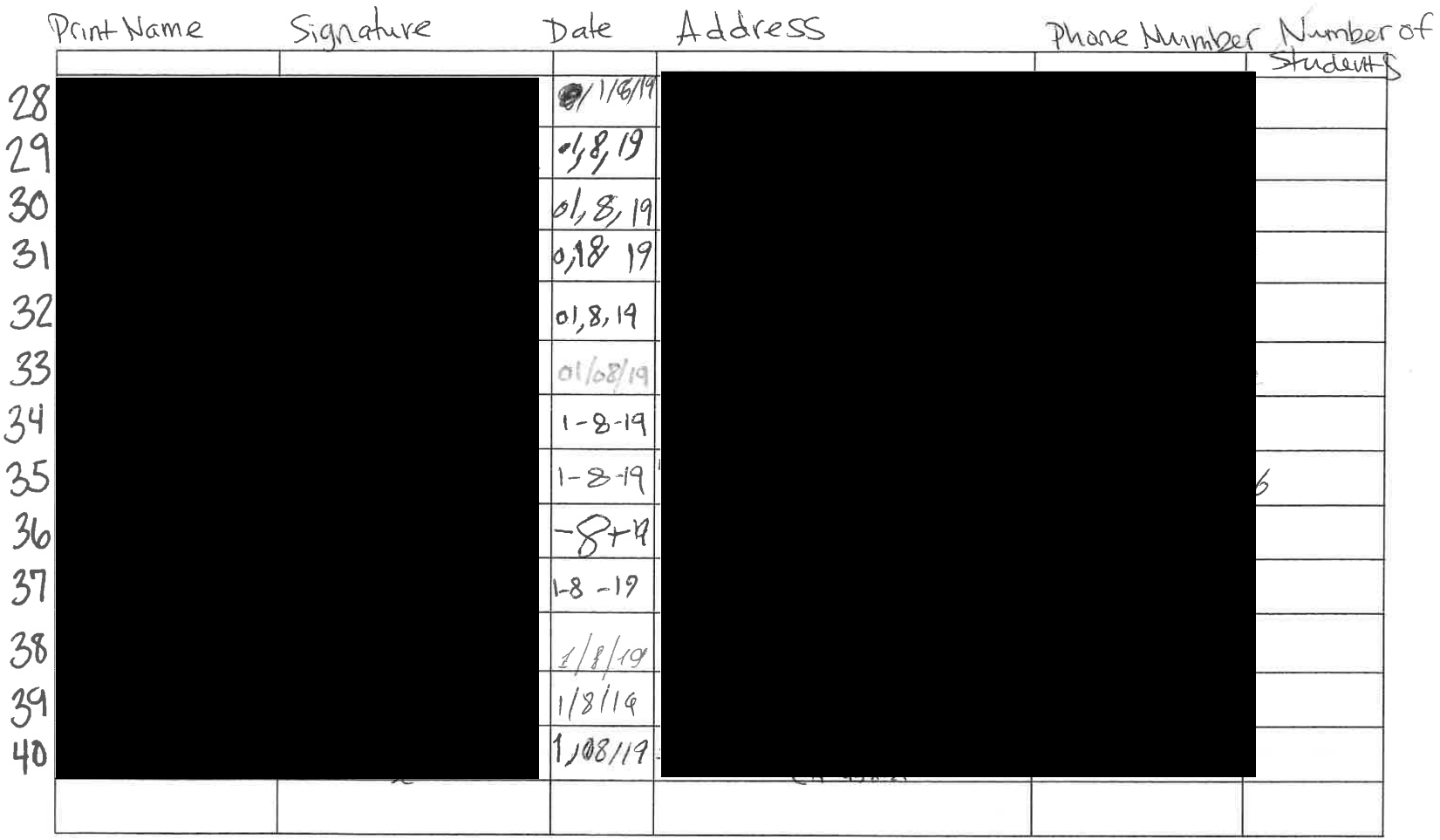
Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
22.	[redacted]	[redacted]	1-8-19	[redacted]	[redacted]	
23.			1-8 19			
24			1-8-19			
25			1,8,19			
26			1·819			21
			Date:			Number of Students
27			1/8/19			

CICA - 1602



	Print Name	Signature	Date	Address	Phone Number	Number of Students
28	[redacted]		1/6/19	[redacted]		
29			1/8/19			
30			01/8/19			
31			01/8/19			
32			01/8/19			
33			01/08/19			
34			1-8-19			
35			1-8-19			6
36			1-8-19			
37			1-8-19			
38			1/8/19			
39			1/8/19			
40			1/08/19			

CICA - 1603

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the tems of the Chater School Act and the provisoins of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

	M. Smith	3/22/19
Name (Print)	**Signature**	**Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendements to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

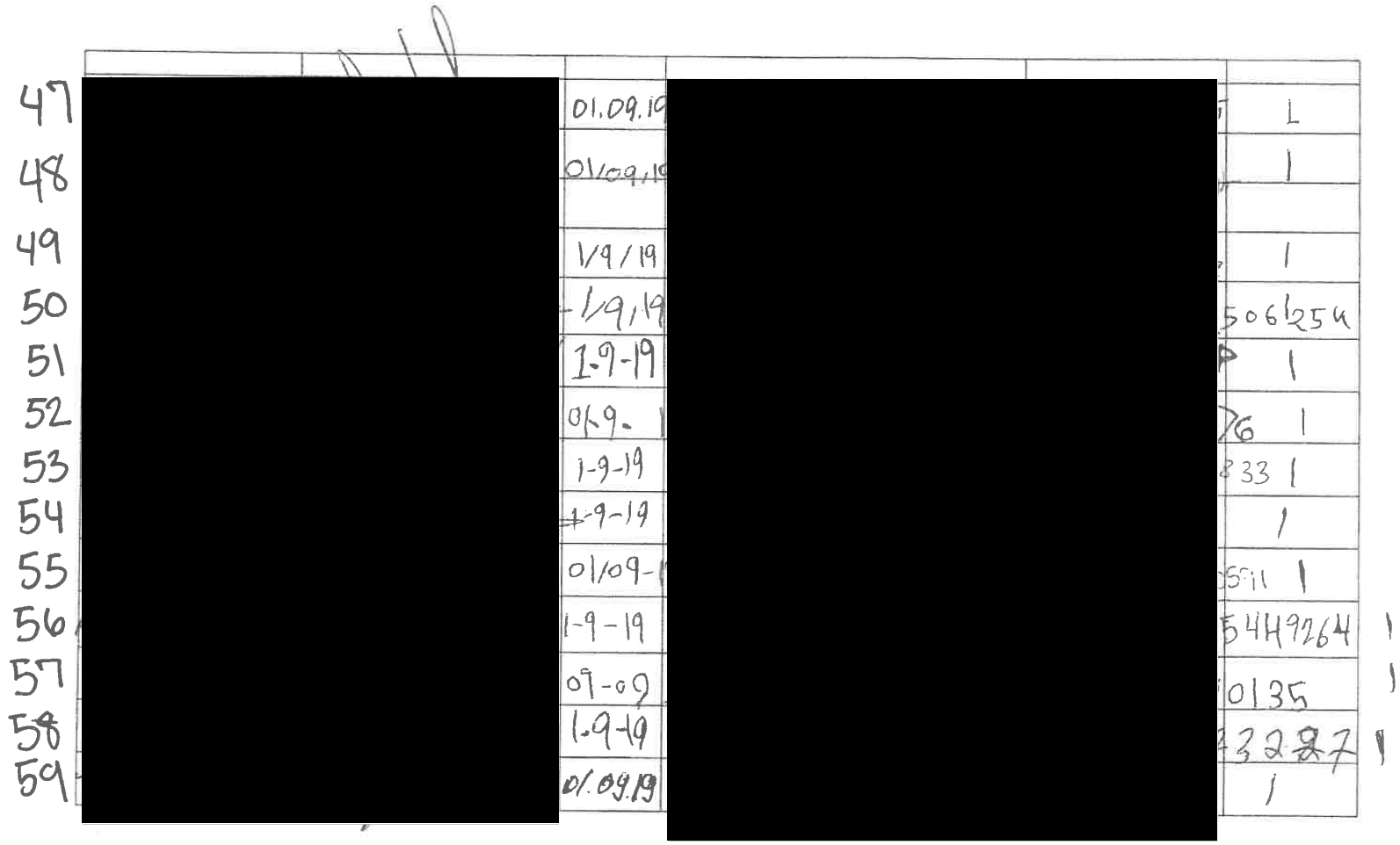
	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
41	[redacted]	[redacted]	1.09.19	[redacted]	[redacted]	
42			1.09.19			1
43			1.09.19			1
44			1.09.19			1
45			1.09.19			1
46			1.09.19			1
	Print Name	**Signature:**	**Date:**	**Address:**	**Phone Number:**	**Number of Students**

CICA - 1604

Administrative Record, as submitted by
Twin Rivers Unified School District

CICA - 1605

47	[redacted]	01.09.19	[redacted]		1
48		01/09/19			1
49		1/9/19			1
50		1/9/19			5061254
51		1-9-19			1
52		01-9-			76 1
53		1-9-19			833 1
54		1-9-19			1
55		01/09-			591 1
56		1-9-19			54H9264 1
57		09-09			0135 1
58		1-9-19			3227 1
59		01.09.19			1



CICA - 1606

CICA - 1607

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M. Smith | [signature] | 3/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
[redacted]		3/22/19	[redacted]		
		[illegible]			

CICA - 1608

CICA - 1609

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M. Smith _____ _____ 1/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
61	[redacted]		1/7/19	[redacted]		Staff
62			1/7/19			Staff
63			1/7/19			Staff
64			1/14/19			Staff
	Print Name	**Signature:**	**Date:**	**Address:**	**Phone Number:**	**Number of Students**

CICA - 1610

CICA - 1611

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M. Smith _____ _____ 3/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
65	[redacted]		01/8/19	[redacted]		
66			01/8/19			
67			01/8/			
68			01/8/19			
69			01-8-19			
	Print Name	**Signature:**	**Date:**	**Address:**	**Phone Number:**	**Number of Students**

CICA - 1612

	Print Name	Signature	Date	Address	Phone Number	Number of Students
70	[redacted]		01/8/19	[redacted]		
71			01/8/19			
72			01/8/19			
73			01/08/19			
74			1/8/19			
75			01,08,19			
76			01,08,19			

CICA - 1613

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the tems of the Chater School Act and the provisoins of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M. Smith | [signature] | 3/22/19

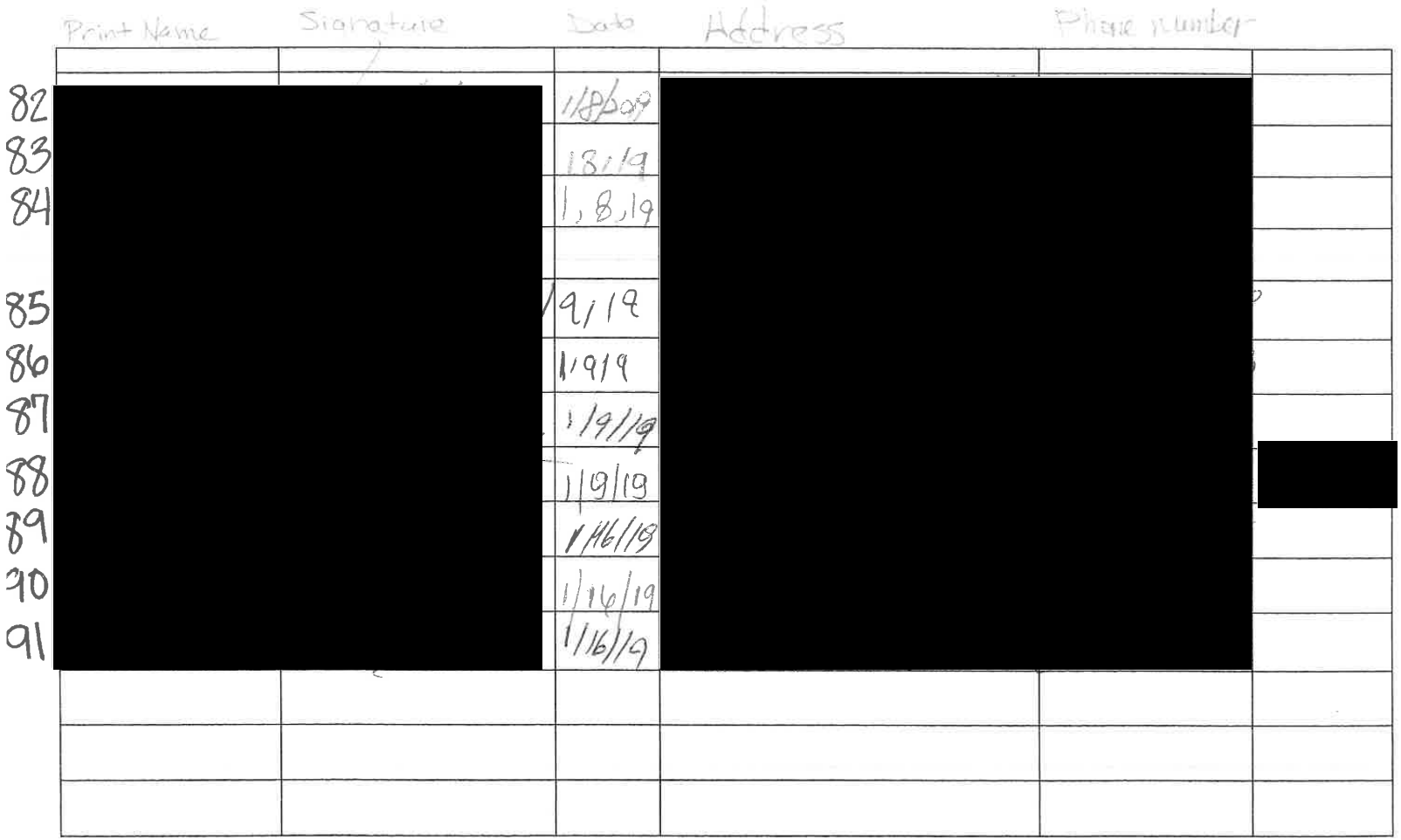
Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendements to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
77	[redacted]		01/08/19	[redacted]		
78			01/08/19			
79			01/08/19			
80			01/08/19			
81			01/08/19			
	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students

CICA - 1614



	Print Name	Signature	Date	Address	Phone number
82	[redacted]		1/8/19	[redacted]	
83			1/8/19		
84			1,8,19		
85			1/9/19		
86			1/9/19		
87			1/9/19		
88			1/9/19		[redacted]
89			1/16/19		
90			1/16/19		
91			1/16/19		

CICA - 1615

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the tems of the Chater School Act and the provisoins of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M. Smith — **Name (Print)**

[signature] — **Signature**

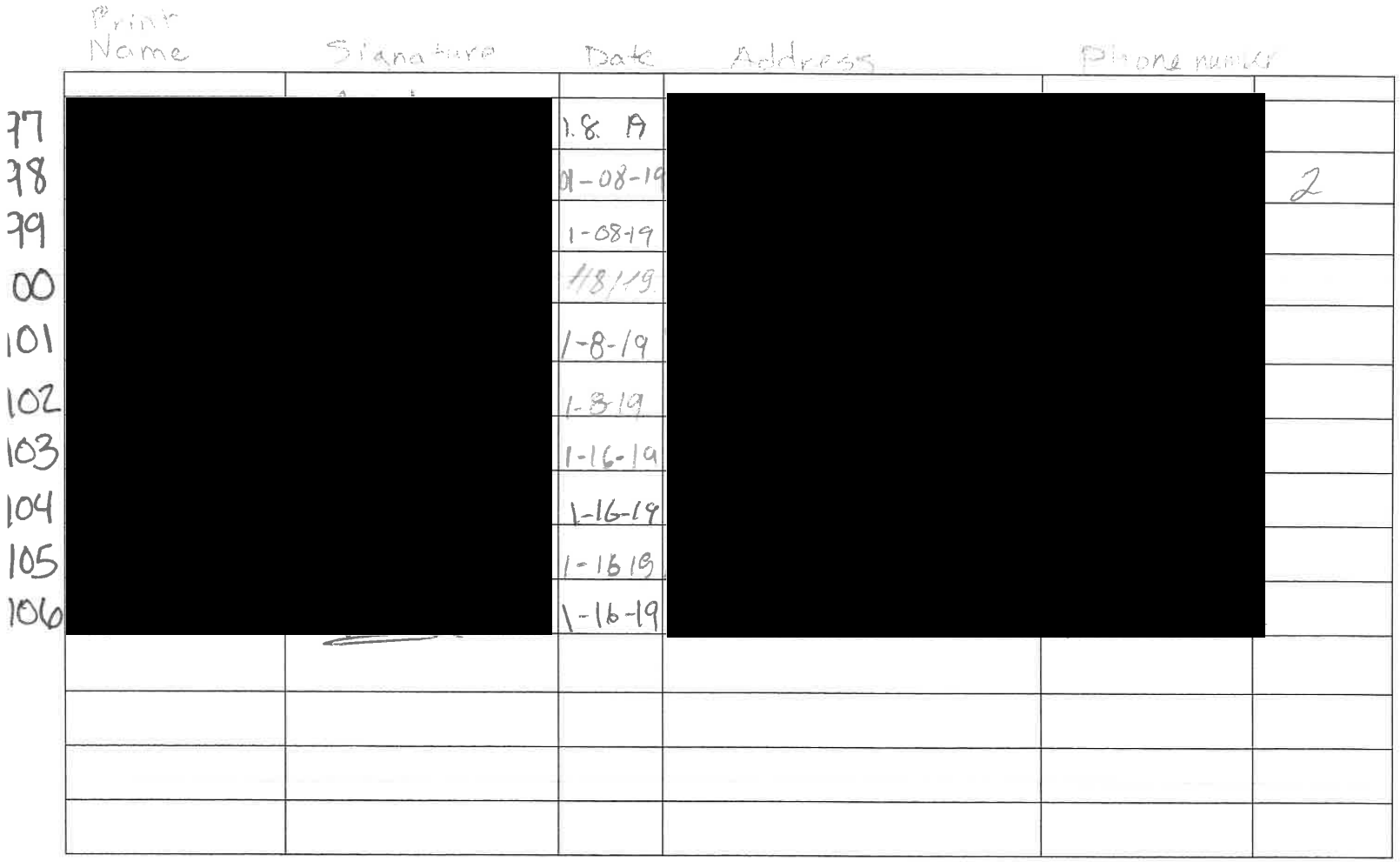
3/22/19 — **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendements to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
92	[redacted]		1/8/19	[redacted]		
93			1/8/19			
94			1/8/19			
95			1/8/19			
96			01/08/19			
	Print Name	**Signature:**	**Date:**	**Address:**	**Phone Number:**	**Number of Students**

CICA - 1616



	Print Name	Signature	Date	Address	Phone number	
77	[redacted]		1.8.19	[redacted]		
78			01-08-19			2
79			1-08-19			
00			1/8/19			
101			1-8-19			
102			1-8-19			
103			1-16-19			
104			1-16-19			
105			1-16-19			
106			1-16-19			

CICA - 1617

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M Smith | [signature] | 3/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
107 [redacted]		1-15-19	[redacted]		Staff
108 [redacted]		1-15-19	[redacted]		Staff

CICA - 1618

Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students

CICA - 1619

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M. Smith _____ _____ 3/27/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
109	[redacted]	[redacted]	1/8/2019	[redacted]	[redacted]	1
110						1
111			1-8-19			1
112			1/8/19			1
113			1-8/19			
114			Date: 1-14-19			Number of Students 1

	Print Name	Signature	Address	Date	Phone Number	
115	[redacted]			1/15/19	[redacted]	
116				1/15/19		
117				1/17/19		

CICA - 1621

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

M. Smith | [signature] | 3/22/19

Name (Print) **Signature** **Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
118	[redacted]	[redacted]	01-09-19	[redacted]	[redacted]	1
119	[redacted]	[redacted]	01-09-19	[redacted]	[redacted]	1
120	[redacted]	[redacted]	01/08/19	[redacted]	[redacted]	1
121	[redacted]	[redacted]	01/10/19	[redacted]	[redacted]	1
122	[redacted]	[redacted]	01/09/19	[redacted]	[redacted]	1

CICA - 1622

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
123	[redacted]	[redacted]	09/09/19	[redacted]	[redacted]	1
124			09/09/19			1
125			01/09/19			1
126			01/09/19			1
127			2501			-2682 1
128			1/9/2019			33
129			1/10/19			1
130			1/10/19			
131			1/10/19			1
132			1/10/19			1
133			1/10/19			1
134			1/10/19			2

CICA - 1623

Signature Page for Students ----Highlands Independent Study Charter School

We the undersigned believe that the attached Charter for the creation of the Highlands Independent Study Charter School, merits consideration and hereby petition the governing board of Twin Rivers Unified School District to grant approval of the Charter pursuant to Education Code 47605 to enable the creation of the Charter School. The petitioners for the Charter School agree to operate the the Charter School pursuant to the terms of the Charter School Act and the provisions of the Charter School's Charter. **The petitioners listed below certify that they are students who are interested in attending the Independent Study Charter School**

By the Lead Petitioner:

Murdock Smith	[signature]	3/22/19
Name (Print)	**Signature**	**Date**

The petitioners recognize Murdock Smith as the Lead Petitioner and hereby authorize the Lead Petitioner to negotiate any amendments to the attached charter necessary to secure approval by Twin Rivers Unified School District governing board.

By the Petitioners:

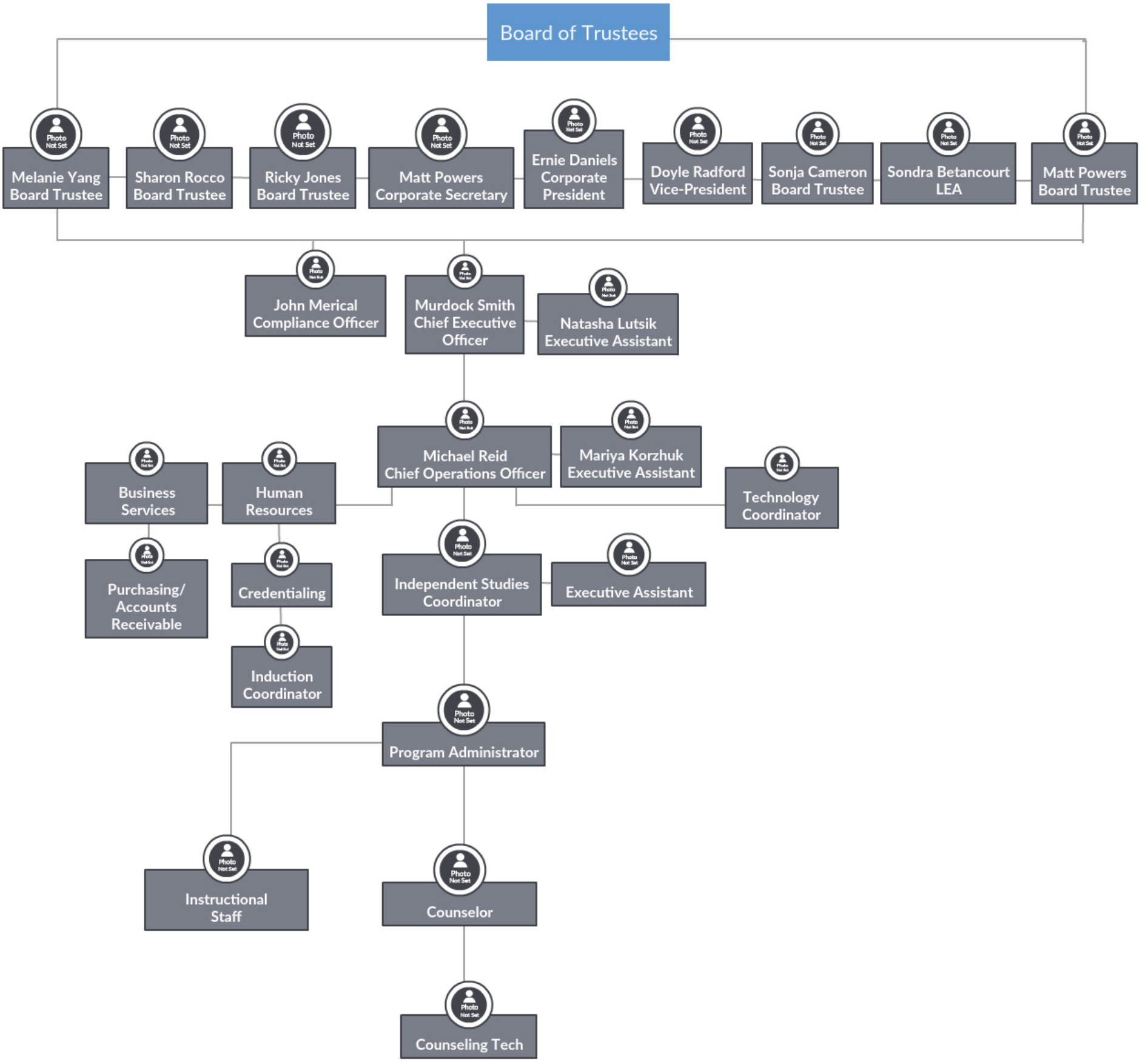
	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
135	[redacted]		01/08/19	[redacted]		
136			01108119			1
137			01/08/19			1
138			01/8/19			1
139			01/08/19			2
140			01/08/19			1

CICA - 1624

CICA - 1625

	Print Name	Signature:	Date:	Address:	Phone Number:	Number of Students
141	[redacted]	[redacted]	1/8/19	[redacted]	[redacted]	1
142			1,8,19			1
143			1.8.19			2
144			1-8-19			2
145			1-8-19			1
146			1.8.19			1
147			1.8.19			2
148			1.8.19			1
149			1.8.19			1
150			01.8.19			1
151			01.8.19			2
152			01/8/19			
153			01/08/19			
154			1/08/19			1
155			1/8/19			2
150			1/8/19			1

California Innovative Career Academy
Organizational Chart



HIGHLANDS
COMMUNITY CHARTER SCHOOL

9270.1 Conflict of Interest Code

Board Policy
Approval Date: 9/13/2013

The public benefit corporation's conflict of interest code shall be comprised of the terms of 2CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a public benefit corporation attachment specifying designated positions and the specific types of disclosure statements required for each position.

When reviewing and preparing conflict of interest codes, the public benefit corporation shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

Statements of economic interests submitted to the public benefit corporation by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)

HIGHLANDS
COMMUNITY CHARTER SCHOOL

9270 Conflict of Interest Policy

Board Policy
Approval Date: 9/13/2013

Incompatible Activities

Members of Highlands Community Charter School's Board of Directors shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the public benefit corporation. [Government Code 1126]

Charter School Governance

Pursuant to the current operating Memorandum of Understanding (MOU) between the Charter School and TRUSD, notwithstanding any rule, regulation, Charter provision, or Corporation Bylaw to the contrary, the Corporation, its Board of Directors, and the Charter School shall at all time and in all respects, comply with the Ralph M. Brown Act, the Public Records Act, and all conflict of interest laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 *et seq.* and the Political Reform Act (Government Code 81000 *et seq.*).

Financial Interest

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty

2. That of a recipient of public services generally provided by the public body or Board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the Board

3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public public benefit corporation of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as

Revised:

landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091

4. That of a spouse of an officer or employee of the public benefit corporation if his/her spouse's employment or officeholding has existed for at least one year prior to his/her election or appointment

5. That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records

6. That of a noncompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit Board or to which the school Board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records

7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records

8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined

by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Disqualification for Board Members Who Manage Public Investments

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

1. Publicly identify the financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required. (Government Code 87105)

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. This Board member shall not be counted toward achieving a quorum while the item is discussed. (Government Code 87105; 2 CCR 18702.5)

3. Leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters. (Government Code 87105)

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during the consent calendar. (2 CCR 18702.5)

The Board member may speak on the issue during the time that the general public speaks on the issue. The Board member shall recuse himself/herself from voting on the matter and leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public. (Government Code 87105; 2 CCR 18702.5)

If the Board's decision is made during closed session, the public identification may be made orally during the open session before the Board goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the Board's decision. (2 CCR 18702.5)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the public benefit corporation for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the public benefit corporation for donation into the general fund without being claimed as a deduction from income for tax purposes

Designated Positions/Disclosure Categories

1. Persons occupying the following positions are designated employees in Category 1:

- Board Members
- Executive Director
- Director of Curriculum and Instruction
- Business Services Supervisor or other Executive Director designee

Designated persons in this category must report:

a. Interests in real property located entirely or partly within public benefit corporation boundaries, or within two miles of public benefit corporation boundaries or of any land owned or used by the public benefit corporation. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

b. Investments or business positions in or income from sources which:

(1) Are engaged in the acquisition or disposal of real property within the public benefit corporation

(2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the public benefit corporation or

(3) Manufacture or sell supplies, books, machinery or equipment of the type used by the public benefit corporation

2. Persons occupying the following positions are designated employees in Category 2:

- Director
- Site Administrators
- General Services Supervisor
- Professional Learning Coordinator
- Independent Study Administrator
- Supervisors
- Consultant
- Specialists
- Administrative Assistants Supervisor
- Lead Counselor

Designated persons in this category must report investments or business positions in or income from sources which:

a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or

b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the public benefit corporation, makes a governmental decision whether to: (2 CCR 18701)

a. Approve a rate, rule or regulation

b. Adopt or enforce a law

c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement

d. Authorize the public benefit corporation to enter into, modify or renew a contract that requires public benefit corporation approval

e. Grant public benefit corporation approval to a contract or contract specifications which require public benefit corporation approval and in which the public benefit corporation is a party

f. Grant public benefit corporation approval to a plan, design, report, study or similar item

g. Adopt or grant public benefit corporation approval of public benefit corporation policies, standards or guidelines

A consultant is also an individual who, pursuant to a contract with the public benefit corporation, serves in a staff capacity with the public benefit corporation and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the public benefit corporation that would otherwise be performed by an individual holding a position specified in the public benefit corporation's Conflict of Interest Code. (2 CCR 18701)

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Master Agreement

2018-2019

Student Name (Last, First): (Print Clearly)	Student ID # :	Grade Level :
[redacted]	[redacted]	1
Address: [redacted]	**Apt.#** [redacted]	**Birthdate:** [redacted]
City/State: Sacramento	**Zip Code:** [redacted]	**Cell Phone Number:** [redacted]
Duration of Agreement: 07/01/2018-06/30/2019	**Program:** Independent Study	**Highlands Community Charter**

Objectives, Methods of Study, Methods of Evaluation, and Resources: We understand that the student is to complete the subjects/courses listed below, and that subject/course objectives reflect the curriculum adopted by the charter school's governing board and are consistent with charter school standards, as outlined in the charter school's subject/course descriptions. The specific objectives, methods of study, methods of evaluation, and resources for each assignment covered by this agreement are described in detail, when the students are logged in to PowerSchool and TOPS Pro Enterprise dashboards, which are part of this agreement, and any subsidiary agreements are also part of this agreement.

Subjects/Courses Enrolled:

Course Title	Credit Types
Elementary Extra Study Time	
Low Beginning ELD & Elementary Subjects	

Additional Classes: If the student satisfactorily completes all of the above subjects/courses before the ending date of the agreement, one or more courses/subjects may be added to the agreement if the agreement is re-signed and re-dated by the teacher and the student.
Reporting: We understand that students are required to report to their teacher(s) as scheduled. Manner of reporting: Through On-Line Messages, EMail, Phone, or In-Person Frequency: At Least 1X a Week Day: M-F, Time: 8:00-5:00 , Place: Virtually or In-Person
Assignments: We understand that according to the charter school policy for grades K through 12th Grade, the maximum length of time allowed between the assignment and the date the assignment is due is 20 days. After 2 missed assignments, an evaluation will be made to determine whether independent study is an appropriate strategy for this student.
Voluntary Statement: We understand that independent study is an optional educational alternative that students voluntarily select, including students covered under California *Education Code* sections 48915 and 48917. All students who choose independent study must be offered the alternative of classroom instruction, and they must have the continuing option of returning to the classroom.
Quality and Quantity; Rights and Privileges; Resources and Services: The independent study option is to be substantially equivalent in quality and quantity to classroom instruction. Students who choose to engage in independent study are to have equality of rights and privileges with the same access to existing services and resources as students in the regular school program.
Methods of Study: Specific methods of study will be designated on the Assignment and Work (AWR) Record and are incorporated herein. Examples of methods of study for the student will include but are not limited to: Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Computerized Curriculum, Web/Internet Research, Library Research, Field Trips, Learning Center Courses
Specific Resources: The school will provide appropriate instructional materials and personnel necessary to enable the student to complete the assigned work. Resources must include those reasonably necessary to the achievement of the objectives and must include resources that are normally available to all students on the same terms on which they are available to all.
Methods of Evaluation: Academic evaluations will be designated on the Assignment and Work Record (AWR) and are incorporated herein. Examples of acceptable methods of evaluation include, but are not limited to: Teacher Made Tests, Student Conferences, Progress/Report Cards, Chapter/Unit Test, Work Samples, Observations, State Standards Testing, Quizzes, Labs, Finals.

Signatures and Dates: We have read and understand the terms of this agreement and agree to all the provisions.

Student: _____ **Date:** _____

Supervising Teacher: _____ **Date:** _____

No ADA may be claimed from independent study until the written agreement is completed (EC sections 46300.7, 51747[c][8])

LCAP Year (select from 2017-18, 2018-19, 2019-20)

2019-20

Local Control Accountability Plan and Annual Update (LCAP) Template

Addendum: General instructions & regulatory requirements.

Appendix A: Priorities 5 and 6 Rate Calculations

Appendix B: Guiding Questions: Use as prompts (not limits)

LEA Name	Contact Name and Title	Email and Phone
California Innovative Career Academy	Murdock Smith Executive Director	Murdock.smith@hccs.org (916) 844-2283

2017-20 Plan Summary

The Story

Describe the students and community and how the LEA serves them.

Our mission is to serve the un-served members of the community that can best be served in an Independent Study School mode. California Innovative Career Academy is being founded as a sister school to Highlands Community Charter School located in the Del Paso Heights area of Sacramento California. As a charter school we will be authorized under the Twin Rivers Unified School District. This District covers approximately 82 sq. miles in Sacramento County. The school serves students that are 22 years or older that have not completed a high school diploma, or need assistance with English Language Development with a recognized Speaker of English Certification. Our expected average daily attendance for the first year is 475, with an enrollment number of approximately 500 adult students. Once approved we plan on focusing on our journey towards our accreditation with the Western Association of Schools and Colleges (WASC).

The school will fall under the qualification of a Dashboard Alternative Schools Status and will develop its goals with chronic absenteeism, cohort graduation rate and career college readiness as being paramount to supporting the schools measurements for effectiveness and student outcomes.

We plan to partner with many community-based organizations. As part of these partnerships, we will strive to meet the needs of our adult students by providing outstanding educational and workforce development related services in:

Elementary Education, with a focus on Advanced English Language Development (ELD)

High School, with a focus on Career Technical Education (CTE)

Our high school diploma program is comprised of students who previously failed to earn their high school diploma and ELD students who have promoted.

California Innovative Career Academy students will be 22 of age or older and do not have a U.S. high school diploma. Our model is to offer educational services to in the high needs/high poverty neighborhoods where students live to better serve those with limited access transportation. The majority of our students will be economically disadvantaged (an expectation of 90% or more),English Learners (expected 85%) Homeless students (Expected 5%). As adult learners there are numerous impediments to completing their high school diploma. The staff at California Innovative Career Academy understand these barriers and will listen to our students and offer programs to help them overcome these obstacles. For example, we will offer:

- playcare for students of pre-school age
- bus passes
- food distribution in partnership with Natomas Unified School District
- a clothing closet
- a mobile clothing closet with library
- free vision checkups and glasses in partnership with local businesses
- mental health first aid courses for students and their families
- a collaboration with the Sacramento County District Attorney's Office and local law enforcement agencies providing immigrant/refugee services called 'Civics 101: Understanding Your Rights
- financial literacy courses provided by local banking institutions
- technology to assist learning and careers.

At California Innovative Career Academy, we will be committed to serve the needs of the most under-served members of our community. Our model not only teaches academics, but it also teaches life skills to a high needs adult population. Our students will have the skills and knowledge to empower themselves to participate in their children's educations. We live by our motto: "It's never too late."

LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

The key factors, California Innovative Career Academy, will identify and focus on will be to support 4 measurable outcomes that lead to success for students 22 years or older that are seeking a high school diploma, English Learner supports and career preparedness.

Goal 1: Increase academic achievement for all students.

Goal 2: Develop and utilize recognized pathways for Career and College Readiness

Goal 3: Decrease Chronic Absenteeism and increase cohort graduation rate

Goal 4: Provide quality English Learner instruction to increase the ability for identified English Learning students to become fluent English speakers.

Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the California School Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

Greatest Progress

At California Innovative Career Academy, our goal is to provide increased services and resources that will set the foundation for the highest level of student achievement. The 2019-20 will be the first year in operation for the school and we will immediately begin monitoring student progress based on the use of the Comprehensive Adult Student Assessment System (CASAS) to ensure grade placement and class placements for students that will be attending the school.

Referring to the California School Dashboard, identify any state indicator or local performance indicator for which overall performance was in the “Red” or “Orange” performance category or where the LEA received a “Not Met” or “Not Met for Two or More Years” rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

Greatest Needs

As a new school using an independent model we cannot point to specific progress until the school becomes operational. However, it our belief that through the use of consistent use of the Comprehensive Adult School Assessment System (CASAS) we expect that we will see literacy, math and speaking skills to improve by both individual student and all school reporting. This will also include students designated as English Learners to show literacy level growth in Reading, Writing and Speaking.
Other areas of measurement we expect to see growth in will be the number of our students that will successfully complete a defined career pathway that will generate either internal or external certifications meeting industry standard job readiness.
Of the multiple data we will be measuring, perhaps the most critical will be that of decreased chronic absenteeism. Our belief is that if students can remain engaged through the flexibility of an independent study model, it will place less demand on students whose only other option was that of a daily classroom model. We believe that by having a 'hybrid model' of both site based instruction offering as well as flexible scheduling cohort graduation rate will increase and absenteeism will decrease. Finally, providing both online access as well as site based options for Career Technical Education will have a desired outcome of students graduating as 'job ready' for post-graduation success.

Referring to the California School Dashboard, identify any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these performance gaps?

Performance Gaps

As a new school using an independent model we cannot point to specific progress until the school becomes operational. However, it's our belief that through the consistent use of the 1:1 Instruction and a 'Hybrid' option for direct classroom support our measurement of learning progress with the Comprehensive Adult School Assessment System (CASAS) we will see literacy, math and speaking

skills to improve by both individual student and all school reporting. This will also include students designated as English Learners will show literacy level growth in Reading, Writing and Speaking. Other areas of measurement we expect to see growth in will be the number of our students that will successfully complete a defined career pathway that will generate either internal or external certifications meeting industry standards for job readiness.
Of the multiple data we will be measuring, perhaps the most critical will be that of decreased chronic absenteeism. Our belief is that if students can remain engaged through the flexibility of an independent study model, it will place less demand on students whose only other option was that of a daily classroom model. We believe that by having a 'hybrid model' of both site based instruction offering as well as flexible scheduling cohort graduation rate will increase and absenteeism will decrease. Finally, providing both online access as well as site based options for Career Technical Education will have a desired outcome of students graduating as 'job ready' for post-graduation success.

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts.

Schools Identified

Identify the schools within the LEA that have been identified for CSI.

At this time California Innovations Career Academy is not identified for Comprehensive School Support and improvement. However, given that it will be determined to be a Dashboard Alternative School System, the probability that it will be identified is greatly increased.

Support for Identified Schools

Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

In order to begin an early intervention support plan for CICA, the use of the Comprehensive Adult School Student Assessment System is instrumental in determining an early entry set of data points that are anticipated to show the need for 'hybrid support' for English Learners as well as identified high school students. Therefore our belief is that we should plan accordingly.

Monitoring and Evaluating Effectiveness

Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Monitoring for effectiveness begins with defined process and mutual understanding with school leadership and instructional support. Having internal monitors that are globally accepted with each. We will utilize student assessment data aligned to 3x/year CASAS testing. Through this we have we have developed cut-point monitoring for EL progression for the 7 levels of learners. (see visual). This includes the readiness to transition to high school level classes, We also have a ready defined SST process with embedded student supports and consistent data review. We utilize a petition to graduate process that provides progress markers indicating not only credit success, but job and career readiness indicators that ensure that each graduate has completed a series of path markers that indicate that the student can sustain a career path after graduation. This is why the use of both jump start coordinators or navigators, coupled to Academic and Career Counseling are instrumental as services offered to our students. Finally, we must use the indicator tools associated to the DAAS

dashboard are critically important to consistent program supports to be determined as the school progresses.

Stakeholder Engagement

LCAP Year: **2019-20**

Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

Through the use of students attending our sister school at Highlands Community Charter School, we surveyed students (Fall of 2018) that had asked or been assigned to small increments of independent study to seek input on services that would be aligned to the 8 State Priorities. Given the number of student petitions as well as seeking input from the Highlands Community Charter School Board of Trustees, the need to offer and independent study model school that was consistent with the mission to support under served students that are age 22 or older in pursuit of a high school diploma and career provided a baseline stakeholder group that clearly supported and advocated for the school as well as determining student supports that were consistent with the population of students the school would serve. As a DAAS school we sought particular feedback on support models that would reduce absenteeism, actively assist positive graduation outcomes, assist second language learners and increase the threshold for school to career-college outcomes. This information will be used to refine and guide our services found under each critical goal area. The 3 goals of concentration will be the following:

- Develop an implement support services that assist second language learners with the acquisition of English
- Develop and implement grade level supports that assist students with achieving a state recognized and accredited California State High School diploma.
- Develop and implement Career Technical Education programs that provide the opportunity for students to achieve school to career outcomes.

Impact on LCAP and Annual Update

How did these consultations impact the LCAP for the upcoming year?

They assisted the school in refining the scope of services that would be formed into our goals.

They kept focus on the 8 State Priorities that support students and stakeholders in the educative process.

They ensured that all voices were heard in developing the supports that would be placed into the LCAP.

The ensured effective budgeting practices aligned to clear spending outcomes that could be measured for effectiveness.

They allow for measurable outcomes that can show success, or the potential for additional support as needed.

They supported the need for an Independent Study model school for our student demographic.

They indicated the continued desire to have CTE opportunities for our students.

They showed a specific need to support through a hybrid model EL instruction both individually and with collegiality of peers.

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 1

Increase academic achievement for all students.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

California Innovative Career Academy is and opportunity to fill in educational gaps and gain the needed skills to gain a high school diploma as well as prepare for the work place or transition to post graduation education. Through Common Core and State Content Standards aligned programs implemented through high quality instruction of highly qualified teachers aligning instruction to English Language and Math, overall learner skill levels will improve.
In order for students to demonstrate proficiency or mastery of the state standard and course outcomes, ongoing professional development is needed for certificated and classified staff.
Targeted programs are needed to increse the proficiency or mastery for all students.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
% of our long-term English learners who make 'significant progress' on CASAS Reading Assessment	52%			58% of EL students will show increase on CASAS Reading Test.
EL Reclassification Rate of long-term grade 2 or 12th grade students as measured by the schools reclassification process.	9%			10%
50% or more of High School students show a significant increase in CASAS scores in Math and/or ELA	50%			50%
Increase % of below grade level students who improve grade level in Math or ELA by more that one grade level as measured by CASAS Scores	23%			23%

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

All [Add Students to be Served selection here]	All Schools Specific Grade Spans: 1st-2nd grades (Students 22 years or older) [Add Location(s) selection here]

OR

[Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		Ensure all School led PD models reflect instruction aligned to the 4Cs, which are collaboration, communication, critical thinking and creativity. *Include 21st century fluencies in all District professional development. • All teachers will have access and guidance on Best EL Instructional practices and instructional strategies provided by CICA2x Monthly, under the direction of the school Academic Coordinator and Lead EL Teacher. • Supplemental Curriculum to assist with EL instruction. • Additional Tutors for academic support (3.0 PTE) • Professional Growth Support via the annual CABE Conf. or CATESOL

Budgeted Expenditures

Amount			$135,000.00
Source			Supplemental and Concentration
Budget Reference			1000-1999: Certificated Personnel Salaries EL Lead Teacher Stipend
Amount			$95,000.00
Source			Supplemental and Concentration
Budget Reference			4000-4999: Books And Supplies Support Materials
Amount			$5,000.00
Source			Supplemental and Concentration
Budget Reference			5000-5999: Services And Other Operating Expenditures Professional Conference
Amount			$18,000.00
Source			Supplemental and Concentration
Budget Reference			2000-2999: Classified Personnel Salaries 3-PTE Tutors for Student Support
Amount			$18,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			3000-3999: Employee Benefits $7,000.00

Action 2

All [Add Students to be Served selection here]	All Schools [Add Location(s) selection here]

OR

[Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		Ensure a base model of 10 Highly Qualified Teachers to support CICA with Independent Study Model

Budgeted Expenditures

Amount			$1,522,500.00
Source			LCFF Base
Budget Reference			1000-1999: Certificated Personnel Salaries Certificated Teacher Salaries
Amount			$524,915.00
Source			LCFF Base
Budget Reference			3000-3999: Employee Benefits Certificated Benefits including STRS Contribution

Action 3

All [Add Students to be Served selection here]	All Schools [Add Location(s) selection here]

OR

[Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action

		Use 5 para-educators to support Hybrid at site Instruction

Budgeted Expenditures

Amount			$250,000.00
Source			LCFF Base
Budget Reference			2000-2999: Classified Personnel Salaries Para-Educator Support
Amount			$325,383.00
Source			LCFF Base
Budget Reference			3000-3999: Employee Benefits Classified benefits and statutories

Action 4

All [Add Students to be Served selection here]	All Schools [Add Location(s) selection here]

OR

[Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		Support CICA oversight with 2 FTE Administrative positions

Budgeted Expenditures

Amount			$198,500.00
Source			LCFF Base
Budget Reference			1000-1999: Certificated Personnel Salaries Academic Specialist and Programs Coordinator
Amount			$62,260.00
Source			LCFF Base
Budget Reference			3000-3999: Employee Benefits Administrator Benefits, H&W and STRS Contriubition

Action 5

All [Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Foster Youth Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		Appropriate and Equitable Educational Materials (Curriculum)

Budgeted Expenditures

Amount			$760,000.00
Source			LCFF Base
Budget Reference			4000-4999: Books And Supplies Equitable Learning Materials for all students.

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 2

Develop and utilize recognized pathways for Career and College Preparedness

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

It is projected that the average CICA student will enroll both credit deficient and academically behind by an average of two to four grade levels in math and reading. An overwhelming majority of CICA students will be 12th graders. CICA needs to help students build fundamental math and literacy skills required to be college and career ready.

In order to improve and support student learning to close achievement gaps and ensure all students graduate college and career ready, there is a need to:

- Provide access to standards aligned curriculum
- Ensure a high level of literacy skills for all students by implementing early academic intervention and prevention services
- Provide access to technology for all students
- Provide guidance for all students with an emphasis on graduation success,
- Develop, Implement and Ensure that all CICA students are guided into a CTE course.
- Provide access to technology that ensures access to 21st century learning

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
• CTE articulated course completion (local indicator) project (local indicator)	• Goal of 25 students per year completing articulated CTE course			• Goal of 25% students per year completing articulated CTE course
-Outcome measures as defined by the California State Dashboard for DAAS Schools	- 35% of students show College & Career Preparedness			- 35% of eligible students show College & Career Preparedness
-Progress on CASAS Semester Assessment (local indicator	- CASAS Growth consistent to progress toward high school average status.			- CASAS Growth consistent to progress toward high school average status.
• 2x Counseling reviews/semester • Successful 1 year graduation success.	-Graduation rate outcome with target at 65% completion rate.			-Graduation rate outcome with target at 65% completion rate.
-All eligible graduates complete a 'Career Readiness' class with a Digital Literacy Teacher	-All Eligible Graduates Complete a Career Readiness Course 85%			-All Eligible Graduates Complete a Career Readiness Course 85%

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

[Add Students to be Served selection here]	Specific Grade Spans: 9-12th grade [Add Location(s) selection here]	

OR

English Learners Foster Youth Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools Specific Grade Spans: 9-12th [Add Location(s) selection here]

Actions/Services

		New Action
		• Implement the use of iCEV curriculum to support recognized CTE pathways leading to either recognized internal or external certifications • Support funding for licensing or certifications for CTE completed courses.

Budgeted Expenditures

Amount			$35,000.00
Source			Supplemental and Concentration
Budget Reference			4000-4999: Books And Supplies Online Supplemental CTE Curriculum

Amount			$50,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			4000-4999: Books And Supplies

Action 2

All [Add Students to be Served selection here]	All Schools [Add Location(s) selection here]

OR

[Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		Provide technology (1:1 Laptops/Chromebooks) to support student learning with online curriculum.

Budgeted Expenditures

Amount			$250,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			4000-4999: Books And Supplies

Action 3

[Add Students to be Served selection here]	All Schools [Add Location(s) selection here]

OR

English Learners [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		Provide 'Navigators' to assist transition students from EL to High School Level Course work and career electives

Budgeted Expenditures

Amount			$45,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			2000-2999: Classified Personnel Salaries 1.0 FTE Course Navigator Salary
Amount			$12,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			3000-3999: Employee Benefits Health/Welfare Statutory

Action 4

All [Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		3.0 FTE Math/ELA Tutors

Budgeted Expenditures

Amount			$135,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			2000-2999: Classified Personnel Salaries 3.0 FTE Tutors Salaries
Amount			$36,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			3000-3999: Employee Benefits Tutors Health and Statutory

Action 5

All [Add Students to be Served selection here]	All Schools [Add Location(s) selection here]

OR

English Learners Low Income [Add Students to be Served selection here]	[Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		1.0 FTE Computer Tech

Budgeted Expenditures

Amount			$85,000.00
Source			LCFF Base
Budget Reference			2000-2999: Classified Personnel Salaries 1.0 FTE Computer Tech
Amount			$12,000.00
Source			LCFF Base
Budget Reference			3000-3999: Employee Benefits 1.0 FTE Computer Tech Health and Statutes

Action 6

[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Foster Youth Low Income	LEA-wide	All Schools

Actions/Services

		New Action
		1.0 Digital Literacy Career Tech Teacher (CTE)

Budgeted Expenditures

Amount			$80,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			1000-1999: Certificated Personnel Salaries 1.0 FTE Digital Literacy Career Tech Teacher (CTE)
Amount			$12,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			3000-3999: Employee Benefits Digital Literacy Career Tech Teacher Health and Statutes

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 3

Decrease 'Chronic Absenteeism' and increase cohort graduation rate of eligible students.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

As a DAAS school we want to be on the cutting edge of ensuring that we are seeking to set and maintain the highest cohort graduation rate possible as well as reducing the level of absenteeism among our students. These are critical areas as measured by the California State 'DAAS' Dashboard.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
• First year graduation rate above 55% of eligible students as identified by the State of	• 55% of all eligible 12 graders will graduate within their cohort status in the			• 55% of all eligible 12 graders will graduate within their cohort status in the

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
California for DAAS Schools	first year of operation.			first year of operation. • CICA will have less that a 35% identified chronic absentee rate in the first year of operation.
-Because absenteeism plays a critical role in completing the educative process as well as potentially affecting graduation status we want to reduce chronic absenteeism to its lowest rate possible. A measurable goal would be less than 35%.	- CICA will have less that a 35% identified chronic absentee rate in the first year of operation.			- CICA will have less that a 35% identified chronic absentee rate in the first year of operation.

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools
Specific Grade Spans: 9-12th
[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	**Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	**Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
[Add Students to be Served selection here]	[Add Scope of Services selection here]	Specific Grade Spans: 9-12th [Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
		New Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
		• Staff a 1.0 Academic and Career Counselor to oversee and assist with grade level progress and course progressions leading to graduation.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			110,000.00
Source			LCFF Base
Budget Reference			1000-1999: Certificated Personnel Salaries 1.0 FTE Academic and Career Counselor

Amount			$15,000.00
Source			LCFF Base
Budget Reference			3000-3999: Employee Benefits Academic and Career Counselor Health/Statutes and STRS

Action 2

[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Foster Youth	LEA-wide	All Schools

Actions/Services

		New Action
		.5 FTE Counseling Tech

Budgeted Expenditures

Amount			$35,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			2000-2999: Classified Personnel Salaries .5 FTE Counseling Tech

Action 3

[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Foster Youth Low Income	LEA-wide	All Schools

Actions/Services

		New Action
		.5 FTE Certificated Teacher Induction and Recruitment Lead

Budgeted Expenditures

Amount			$35,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			1000-1999: Certificated Personnel Salaries .5 FTE Teacher Induction and Recruitment Lead

Action 4

[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Foster Youth Low Income	LEA-wide	All Schools

Actions/Services

		New Action
		Bus Passes to assist students with transportation to class or teacher meeting sites

Budgeted Expenditures

Amount			$35,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			5000-5999: Services And Other Operating Expenditures Bus Passes

Action 5

[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Foster Youth Low Income	LEA-wide	All Schools

Actions/Services

		New Action
		1.0 Outreach Coordinator to assist with intervention for Chronic Absenteeism

Budgeted Expenditures

Amount			$70.000.00
Source			LCFF Supplemental and Concentration
Budget Reference			1000-1999: Certificated Personnel Salaries 1.0 FTE Outreach Coordinator

Amount			$15,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			3000-3999: Employee Benefits Outreach Coordinator Health/Statutes/STRS

Action 6

[Add Students to be Served selection here]	[Add Location(s) selection here]

OR

English Learners Foster Youth Low Income	LEA-wide	All Schools

Actions/Services

		New Action
		Family Resource Center for need food-bank or clothing assistance (FRC)

Budgeted Expenditures

Amount			$100,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			5000-5999: Services And Other Operating Expenditures FRC

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 4

Goal 4: Provide quality English Learner instruction to increase the ability for identified English Learning students to become fluent English speakers.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 6: School Climate (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

More than 85% of the students that attend CICA will be designated at English Language Learners. Closing the GAP for these students is paramount to them being able to matriculate from a grade designee of 1st or 2nd grade based on CASAS testing to that of a student ready to access curriculum and grade level rigor associated to high school.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
% of our long-term English learners who make 'significant progress' on CASAS Reading Assessment	52% of students designated EL make a significant gain (+ >4 points) on CASAS			52%

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
EL Reclassification rate of identified 'Long-Term' grad 2 or 12th grade students	9% of identified EL students meet reclassification guidelines moving them toward English Proficiency			9%
% if Level 1-2 Identified EL Students that gain at least on readiness levels as measured by the CICA Re-Designation form.	10% of identified EL Students that are placed in L1 or L2 will make a level gain within the school year.			10%

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

Specific Student Groups: English Learners, Low Income [Add Students to be Served selection here]	Specific Grade Spans: 1st-2nd grade [Add Location(s) selection here]

OR

English Learners Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]

Actions/Services

		New Action
		• Offer supplemental EL conversation classes at a minimum of 2 sites to assist L1-5 students. (Hybrid model)

		• Offer virtual online language lab for L1-7 students to continue language, reading and writing support • Utilize Fast 4Word and Lexia to supplement Reading and Language Instruction

Budgeted Expenditures

Amount			$45,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			1000-1999: Certificated Personnel Salaries Teacher stipends for increased Instructional Support
Amount			$20,000.00
Source			LCFF Supplemental and Concentration
Budget Reference			4000-4999: Books And Supplies Lexia, FAST 4WORD

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2019-20**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$1,389,138.00	24%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

The anticipation for enrolled students at CICA is estimated at 92% of our students will be either designated EL Learners, Socio-Economic Disadvantaged or Homeless. CICA will provide increased or improved services for LI, FY, and EL students through the LCAP. The increased services are at least equal to the 12% (minimum proportionality percentage) of the total LCFF budget. This proportionality percentage is met by analyzing the difference between the LCFF base funding with the total LCFF budget which includes supplemental and concentration allocations. Qualitative analysis of the increase and improvement of services will be reviewed every year as evidenced by improved student outcomes on achievement assessments, the State DAAS Dashboard and Local Satisfaction Surveys 1) Employ an Academic Coordinator separate of other school administration ensuring that students and teachers are provided and utilizing content aligned curriculum that is aligned to State Standards, This service ensures that teachers have support with the implementation of state board adopted standards and provide rigorous learning experiences for all students, including English Learners. Employ and make available a minimum of 2 academic tutors to assist LI, EL, FY and LI students with academic and task support, (Goal 2) Ensure students have access to CTE courses that can be accessed online and are California Pathway aligned leading to recognized industry or state certifications for work-career readiness. This service allows unduplicated students to a readiness path that may not require site based instruction. (Goal 3) Employ an Academic Counselor that will assist in specific course selection and outcomes that lead to successful graduation status. Employ a student 'Navigators' that act as an on-boarding agent assisting students to understanding and achieving readiness for an Independent Study instructional model. Employ 2 'Academic Hotline' after hours academic tutors that can provide 'after school' day assistance with content support. Employ a FTE Outreach Coordinator that will specifically provide direct contact support to assist FY-H and EL students with community assistance with transportation, health or other barriers that would prevent students from achieving their academic potential. (Goal 4) Increase the learning opportunity for students identified as EL Learners with 'hybrid' site support conversational classes and online support curriculum that allows for offsite guided learning. Curriculum supports that have been identified all contain quantifiable data that allows monitoring progress.

CICA has identified 4 base goals that have measurable outcomes associated to them. Goals 1-3 are harmonious and reflective of the current DAAS Accountability Dashboard that primarily is measuring (A) Cohort Graduation Rate, (B) Chronic Absenteeism, (C) College to Career Preparedness.

Increase Services in Goal Area 1 which supports increased academic learning are supported by the following:

- Ensuring that the CASAS test is administered consistently throughout the school year with the use of proctor as well as teacher assistance.
- Purchasing and implementing EL Instructional Materials that are state recognized with EL supports embedded in the curriculum.
- Designating an EL Support Lead teacher to assist other teachers with appropriate Lesson Planning and instructional design.
- Before and after Classroom Tutors to support academic content and independent learning
- Teacher professional development with assistance to attend State recognized conferences (CABE, CATESOL)

Under Goal Area 2, Increased Services for Learners working toward career preparedness is defined as the following:

- The availability of online CTE Pathways Certifications recognized by industry standard(s)
- 1:1 Technology support (Chromebook or Laptop) to assist with independent learning model as well as at site content support
- The use of 'Navigators' to support EL Students transitioning to High School with additional course support as well as career choices
- A computer technician available for systems and hardware supports that keep distance learning viable
- A digital literacy (Career Pathways) instructor allowing students to be prepared for workplace needed skill sets as it pertains to current career needs.

In Goal Area 3 the need to ensure decreased 'Chronic Absenteeism' and increase 'Cohort Graduation' status, additional student supports are designated by the following:

- Having a full-time Academic and Career Counselor available that guides diploma and career pathway outcomes.
- A teacher induction coordinator that can assist teachers seeking full credential recognition a guide and mentor to help them achieve Highly Qualified Status.
- The availability of bus passes to assist and increase the likelihood of class attendance for those students that may not have access to transportation.
- An Outreach Coordinator that provides additional wrap around services to sustain students from not 'dropping out' of the educational program they are enrolled in.
- The use of a Family Resource Center that can supply basic goods to assist with clothing, simple foods or other support services, providing equity among those students that may be economically challenged thereby creating a barrier to classes.

Finally, under Goal 4, the following supplemental services are being provided:

- Additional site based 'EL Conversational Classes' allowing students to engage in controlled language exchange that is being guided by a EL teacher.
- Virtual lab classes to assist and guide students with literacy supports for writing, reading and language supports.

LCAP Year: **2018-19**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$n/a	n/a%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

LCAP Year: **2017-18**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$n/a	n/a%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

Addendum

The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. The LCAP is a three-year plan, which is reviewed and updated annually, as required. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.

For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in Education Code (EC) sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the EC. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

Plan Summary

Annual Update

Stakeholder Engagement

Goals, Actions, and Services

Planned Actions/Services

Demonstration of Increased or Improved Services for Unduplicated Students

For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: lcff@cde.ca.gov.

Plan Summary

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year.

When developing the LCAP, enter the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.

In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the California School Dashboard data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.

An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.

The reference to California School Dashboard means the California School Dashboard adopted by the State Board of Education under EC Section 52064.5.

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified**: Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's* approved LCAP; in addition, list the state and/or local priorities addressed by the planned goals. Minor typographical errors may be corrected.

* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the actual actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

Analysis

Using actual annual measurable outcome data, including data from the California School Dashboard, analyze whether the planned actions/services were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions/services to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided in the California School Dashboard, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. EC identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. EC requires

charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, EC Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian.

The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet specific goals.

Instructions: The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, enter the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

School districts and county offices of education: Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Charter schools: Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

Goals, Actions, and Services

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

School districts and county offices of education: The LCAP is a three-year plan, which is reviewed and updated annually, as required.

Charter schools: The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

New, Modified, Unchanged

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

Goal

State the goal. LEAs may number the goals using the "Goal #" box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

Related State and/or Local Priorities

List the state and/or local priorities addressed by the goal. The LCAP must include goals that address each of the state priorities, as applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. (Link to State Priorities)

Identified Need

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the California School Dashboard, as applicable.

Expected Annual Measurable Outcomes

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the LCAP Template Appendix, sections (a) through (d).

Planned Actions/Services

For each action/service, the LEA must complete either the section "For Actions/Services not included as contributing to meeting Increased or Improved Services Requirement" or the section "For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement." The LEA shall not complete both sections for a single action.

For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement

Students to be Served

The "Students to be Served" box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by entering "All", "Students with Disabilities", or "Specific Student Group(s)". If "Specific Student Group(s)" is entered, identify the specific student group(s) as appropriate.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must identify “All Schools”. If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering “Specific Schools” and identifying the site(s) where the actions/services will be provided. For charter schools operating only one site, “All Schools” and “Specific Schools” may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:

Students to be Served

For any action/service contributing to the LEA’s overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see Demonstration of Increased or Improved Services for Unduplicated Students section, below), the LEA must identify the unduplicated student group(s) being served.

Scope of Service

For each action/service contributing to meeting the increased or improved services requirement, identify the scope of service by indicating “LEA-wide”, “Schoolwide”, or “Limited to Unduplicated Student Group(s)”. The LEA must identify one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, enter "LEA-wide."
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, enter “schoolwide”.
- If the action/service being funded and provided is limited to the unduplicated students identified in “Students to be Served”, enter “Limited to Unduplicated Student Group(s)”.

For charter schools and single-school school districts, “LEA-wide” and “Schoolwide” may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use “LEA-wide” to refer to all schools under the charter and use “Schoolwide” to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use “LEA-wide” or “Schoolwide” provided these terms are used in a consistent manner through the LCAP.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate “All Schools”. If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering "Specific Schools" and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

Actions/Services

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may be grouped together. LEAs may number the action/service using the "Action #" box for ease of reference.

New/Modified/Unchanged:

- Enter "New Action" if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Enter "Modified Action" if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Enter "Unchanged Action" if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
    - If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may enter "Unchanged Action" and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

Note: The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

Charter schools may complete the LCAP to align with the term of the charter school's budget that is submitted to the school's authorizer. Accordingly, a charter school submitting a one-year budget to its authorizer may choose not to complete the year 2 and year 3 portions of the "Goals, Actions, and Services" section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

Budgeted Expenditures

For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA's budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by EC sections 52061, 52067, and 47606.5.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

Demonstration of Increased or Improved Services for Unduplicated Students

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the "Demonstration of Increased or Improved Services for Unduplicated Students" table and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the current year LCAP. Retain all prior year sections for each of the three years within the LCAP.

Estimated Supplemental and Concentration Grant Funds

Identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to California Code of Regulations, Title 5 (5 CCR) Section 15496(a)(5).

Percentage to Increase or Improve Services

Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.

For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities**.** Also describe how the services are **the most effective use of the funds to** meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience or educational theory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to** and **effective in** meeting its goals for its unduplicated pupils in the state and any local priorities.
- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these services are **principally directed to** and how the services are **the most effective use of the funds to** meet its goals for English learners, low income students and foster youth, in the state and any local priorities.

State Priorities

Priority 1: Basic Services addresses the degree to which:

A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
C. School facilities are maintained in good repair.

Priority 2: Implementation of State Standards addresses:

A. The implementation of state board adopted academic content and performance standards for all students, which are:
    a. English Language Arts – Common Core State Standards (CCSS) for English Language Arts
    b. Mathematics – CCSS for Mathematics
    c. English Language Development (ELD)
    d. Career Technical Education
    e. Health Education Content Standards
    f. History-Social Science
    g. Model School Library Standards
    h. Physical Education Model Content Standards
    i. Next Generation Science Standards
    j. Visual and Performing Arts
    k. World Language; and
B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

Priority 3: Parental Involvement addresses:

A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site;
B. How the school district will promote parental participation in programs for unduplicated pupils; and
C. How the school district will promote parental participation in programs for individuals with exceptional needs.

Priority 4: Pupil Achievement as measured by all of the following, as applicable:

A. Statewide assessments;
B. The Academic Performance Index;
C. The percentage of pupils who have successfully completed courses that satisfy University of California (UC) or California State University (CSU) entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
D. The percentage of English learner pupils who make progress toward English proficiency as measured by the California English Language Development Test (CELDT);
E. The English learner reclassification rate;
F. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
G. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

Priority 5: Pupil Engagement as measured by all of the following, as applicable:

A. School attendance rates;
B. Chronic absenteeism rates;
C. Middle school dropout rates;
D. High school dropout rates; and
E. High school graduation rates;

Priority 6: School Climate as measured by all of the following, as applicable:

A. Pupil suspension rates;
B. Pupil expulsion rates; and
C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

Priority 7: Course Access addresses the extent to which pupils have access to and are enrolled in:

A. S broad course of study including courses described under *EC* sections 51210 and 51220(a)-(i), as applicable;
B. Programs and services developed and provided to unduplicated pupils; and
C. Programs and services developed and provided to individuals with exceptional needs.

Priority 8: Pupil Outcomes addresses pupil outcomes, if available, for courses described under *EC* sections 51210 and 51220(a)-(i), as applicable.

Priority 9: Coordination of Instruction of Expelled Pupils (COE Only) addresses how the county superintendent of schools will coordinate instruction of expelled pupils.

Priority 10. Coordination of Services for Foster Youth (COE Only) addresses how the county superintendent of schools will coordinate services for foster children, including:

A. Working with the county child welfare agency to minimize changes in school placement
B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

Local Priorities address:

A. Local priority goals; and
B. Methods for measuring progress toward local goals.

APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *EC* sections 52060 and 52066, as applicable to type of LEA, the following shall apply:

(a) "Chronic absenteeism rate" shall be calculated as follows:
  (1) The number of K-8 students who were absent 10 percent or more of the school days excluding students who were:
    (A) enrolled less than 31 days
    (B) enrolled at least 31 days but did not attend at least one day
    (C) flagged as exempt in the district attendance submission. K-8 students are considered to be exempt if they:
      (i) are enrolled in a Non-Public School
      (ii) receive instruction through a home or hospital instructional setting
      (iii) are attending a community college full-time.
  (2) The number of students who meet the enrollment requirements.
  (3) Divide (1) by (2).

(b) "High school dropout rate" shall be calculated as follows:
  (1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
  (2) The total number of cohort members.
  (3) Divide (1) by (2).

(c) "High school graduation rate" shall be calculated as follows:
  (1) For a 4-Year Cohort Graduation Rate:
    (A) The number of students in the cohort who earned a regular high school diploma by the end of year 4 in the cohort.
    (B) The total number of students in the cohort.
    (C) Divide (1) by (2).
  (2) For a Dashboard Alternative Schools Status (DASS) Graduation Rate:
    (A) The number of students who either graduated as grade 11 students or who earned any of the following:
      (i) a regular high school diploma
      (ii) a High School Equivalency Certificate
      (iii) an adult education diploma
      (iv) a Certificate of Completion and was eligible for the California Alternative Assessment if under the age of 20.
    (B) The number of students in the DASS graduation cohort.
    (C) Divide (1) by (2).

(d) "Suspension rate" shall be calculated as follows:
  (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
  (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  (3) Divide (1) by (2).

(e) "Expulsion rate" shall be calculated as follows:
  (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
  (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).

(3) Divide (1) by (2).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001,; 20 U.S.C. Sections 6312 and 6314.

APPENDIX B: GUIDING QUESTIONS

Guiding Questions: Annual Review and Analysis

1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to EC Section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Guiding Questions: Stakeholder Engagement

1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in *EC* Section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to *EC* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *EC* Section 42238.01?
6) What specific actions were taken to consult with pupils to meet the requirements 5 *CCR* Section 15495(a)?

7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Guiding Questions: Goals, Actions, and Services

1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 – COE Only), and Coordination of Services for Foster Youth (Priority 10 – COE Only)?
3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
4) What are the LEA's goal(s) to address any locally-identified priorities?
5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
6) What are the unique goals for unduplicated pupils as defined in *EC* Section 42238.01 and groups as defined in *EC* Section 52052 that are different from the LEA's goals for all pupils?
7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
9) What information was considered/reviewed for individual school sites?
10) What information was considered/reviewed for subgroups identified in *EC* Section 52052?
11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *EC* Section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
12) How do these actions/services link to identified goals and expected measurable outcomes?
13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

Prepared by the California Department of Education, January 2019

LCAP Expenditure Summary

Total Expenditures by Funding Source						
Funding Source	**2018-19 Annual Update Budgeted**	**2018-19 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
All Funding Sources	0.00	0.00	0.00	0.00	5,076,558.00	5,076,558.00
LCFF Base	0.00	0.00	0.00	0.00	3,865,558.00	3,865,558.00
LCFF Supplemental and Concentration	0.00	0.00	0.00	0.00	923,000.00	923,000.00
Supplemental and Concentration	0.00	0.00	0.00	0.00	288,000.00	288,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type						
Object Type	**2018-19 Annual Update Budgeted**	**2018-19 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
All Expenditure Types	0.00	0.00	0.00	0.00	5,076,558.00	5,076,558.00
1000-1999: Certificated Personnel Salaries	0.00	0.00	0.00	0.00	2,126,000.00	2,126,000.00
2000-2999: Classified Personnel Salaries	0.00	0.00	0.00	0.00	568,000.00	568,000.00
3000-3999: Employee Benefits	0.00	0.00	0.00	0.00	1,032,558.00	1,032,558.00
4000-4999: Books And Supplies	0.00	0.00	0.00	0.00	1,210,000.00	1,210,000.00
5000-5999: Services And Other Operating Expenditures	0.00	0.00	0.00	0.00	140,000.00	140,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type and Funding Source							
Object Type	**Funding Source**	**2018-19 Annual Update Budgeted**	**2018-19 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
All Expenditure Types	All Funding Sources	0.00	0.00	0.00	0.00	5,076,558.00	5,076,558.00
1000-1999: Certificated Personnel Salaries	LCFF Base	0.00	0.00	0.00	0.00	1,831,000.00	1,831,000.00
1000-1999: Certificated Personnel Salaries	LCFF Supplemental and Concentration	0.00	0.00	0.00	0.00	160,000.00	160,000.00
1000-1999: Certificated Personnel Salaries	Supplemental and Concentration	0.00	0.00	0.00	0.00	135,000.00	135,000.00
2000-2999: Classified Personnel Salaries	LCFF Base	0.00	0.00	0.00	0.00	335,000.00	335,000.00
2000-2999: Classified Personnel Salaries	LCFF Supplemental and Concentration	0.00	0.00	0.00	0.00	215,000.00	215,000.00
2000-2999: Classified Personnel Salaries	Supplemental and Concentration	0.00	0.00	0.00	0.00	18,000.00	18,000.00
3000-3999: Employee Benefits	LCFF Base	0.00	0.00	0.00	0.00	939,558.00	939,558.00
3000-3999: Employee Benefits	LCFF Supplemental and Concentration	0.00	0.00	0.00	0.00	93,000.00	93,000.00
4000-4999: Books And Supplies	LCFF Base	0.00	0.00	0.00	0.00	760,000.00	760,000.00
4000-4999: Books And Supplies	LCFF Supplemental and Concentration	0.00	0.00	0.00	0.00	320,000.00	320,000.00
4000-4999: Books And Supplies	Supplemental and Concentration	0.00	0.00	0.00	0.00	130,000.00	130,000.00
5000-5999: Services And Other Operating Expenditures	LCFF Supplemental and Concentration	0.00	0.00	0.00	0.00	135,000.00	135,000.00
5000-5999: Services And Other Operating Expenditures	Supplemental and Concentration	0.00	0.00	0.00	0.00	5,000.00	5,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Goal						
Goal	**2018-19 Annual Update Budgeted**	**2018-19 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
Goal 1	0.00	0.00	0.00	0.00	3,914,558.00	3,914,558.00
Goal 2	0.00	0.00	0.00	0.00	752,000.00	752,000.00
Goal 3	0.00	0.00	0.00	0.00	345,000.00	345,000.00
Goal 4	0.00	0.00	0.00	0.00	65,000.00	65,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Expenditures Contributing to Increased/Improved Requirement by Funding Source					
Funding Source	**2018-19 Annual Update Budgeted**	**2018-19 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**
All Funding Sources					

Expenditures NOT Contributing to Increased/Improved Requirement by Funding Source					
Funding Source	**2018-19 Annual Update Budgeted**	**2018-19 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**
All Funding Sources					

LCAP Year (select from 2017-18, 2018-19, 2019-20)

2018-19

Local Control Accountability Plan and Annual Update (LCAP) Template

Addendum: General instructions & regulatory requirements.

Appendix A: Priorities 5 and 6 Rate Calculations

Appendix B: Guiding Questions: Use as prompts (not limits)

LEA Name	Contact Name and Title	Email and Phone
Highlands Independent Study Charter School	Murdoch Smith Executive Director	Murdoch.smith@hccs.org (916) 844-2283

2017-20 Plan Summary

The Story

Describe the students and community and how the LEA serves them.

Our mission is to serve the unserved members of the community, Highlands Independent Study Charter School is being founded in Del Paso Heights and will be a sister school to Highlands Community Charter School. The expected average daily attendance for the first year is 475, with an enrollment number of approximately 500 adult students. Once approved we plan on focusing on our journey towards our accreditation with the Western Association of Schools and Colleges (WASC).

We plan to partner with many community-based organizations. As part of these partnerships, we will strive to meet the needs of our adult students by providing outstanding educational and workforce development related services in:

Elementary Education, with a focus on Advanced English Language Development (ELD)

High School, with a focus on Career Technical Education (CTE)

Our high school diploma program is comprised of students who previously failed to earn their high school diploma and ELD students who have promoted.

Highlands Independent Study Charter School students will be 22 of age or older and do not have a U.S. high school diploma. Our model is to offer educational services to in the high needs/high poverty neighborhoods where students live to better serve those with limited access transportation. The majority of our students will be economically disadvantaged, and approximately 5% of our students will be homeless or lack permanent housing. As adult learners there are numerous impediments to completing their high school diploma. The staff at Highlands Independent Study Charter School understand these barriers and will listen to our students and offer programs to help them overcome these obstacles. For example, we will offer:

- playcare

- bus passes
- food distribution in partnership with Natomas Unified School District
- a clothing closet
- a mobile clothing closet with library
- free vision checkups and glasses in partnership with local businesses
- mental health first aid courses for students and their families
- a collaboration with the Sacramento County District Attorney's Office and local law enforcement agencies providing immigrant/refugee services called 'Civics 101: Understanding Your Rights
- financial literacy courses provided by local banking institutions

At Highlands Independent Study Charter School, we will be committed to serve the needs of the most underserved members of our community. Our model not only teaches academics, but it also teaches life skills to a high needs adult population. Our students will have the skills and knowledge to empower themselves to participate in their children's educations. We live by our motto: "It's never too late."

LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

The key factors, Highlands Independent Study Charter School, will identify and focus on are to meet or exceed ten measurable outcomes.

Goal 1: Support each student in reaching their educational goals.
Our Outcome: Highlands Independent Study Charter School will support every student, by investing in the resources necessary to enhance the educational support needed to achieve their goals. Curriculum and instruction materials that support the Independent Study student

Goal 2: Support the economy of the community and California by assisting low income students to obtain livable wage careers.
Our Outcome: Student success is what we are committed to. By providing a top notch educational experience we will be providing our students the opportunity to obtain a livable wage career. We will offer class in parent education and child psychology. The CTE courses that will be available consist of Microsoft Suite, Certification A+ Information Technology, Medical Office Training, and even Truck Driving Class A License.

Goal 3: Provide a great educational experience for our students; including addressing barriers to education such as ability to attend.
Our Outcome: Independent study offers instruction outside of a traditional classroom-based context. It offers 'non-classroom-based' instruction. The independent study model allows our students an alternative instructional strategy. Each student will work independently with the support of their teacher. Attendance is based on "work completed' not students in seats.

Goal 4: Staffing excellent teachers
Our Outcome: One key factor in student success is the relationship between teacher and student. Highlands Independent Study School will be very detailed in hiring highly skilled credentialed teachers. We will recruit from the UC and CSU systems. We will expect our teachers to come to us with a Master's Degree and solid teaching foundation. It is possible that our teachers may still need to their Designated Subject Credential.

Reflection for Services: Given our 4 areas of focus, we've reflected these goals in our services model by incorporating goals to student support. Promoting instructional excellence, state standard curriculum implementation and content specific support to our students. An emphasis on ensuring the pathway to a recognized California State high school diploma, English language instruction to assist non-English speakers and the opportunity to access recognized career pathways after school completion.

Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the LCFF Evaluation Rubrics, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

Greatest Progress

At Highland Independent Study Charter School, our goal is to provide increased services and resources that will set the foundation for the highest level of student achievement.

Referring to the LCFF Evaluation Rubrics, identify any state indicator or local performance indicator for which overall performance was in the “Red” or “Orange” performance category or where the LEA received a “Not Met” or “Not Met for Two or More Years” rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

Greatest Needs

In the beginning, in order for us to provide the best service of education to our students, we will need to assess our students. Assessing our students allows us the opportunity to provide proper resources and guidance in order to achieve the best level of support. We plan on using the CASAS testing which is norm criterion referenced test recognized nationally as a tool for determining a students grade level readiness. We believe the data will indicate that the majority of our students will show themselves to be early literacy learners as well as below 12th grade in state and local standards. This will mean planning assistance for intervention services in EL and Grade level content support based on assessment outcomes.

Referring to the LCFF Evaluation Rubrics, identify any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these performance gaps?

Performance Gaps

Given the model of our school, there are sure to be some performance gaps; however, at this time we will not know what those are until we have completed our first year. In a preliminary format we believe we will be addressing EL Support services, core content materials, student engagement

strategies as well as Site support services for transportation, child care, Career Technical Education, Counseling services and staff professional development.

If not previously addressed, identify the two to three most significant ways that the LEA will increase or improve services for low-income students, English learners, and foster youth.

Increased or Improved services

The school will actively seek staffing that is able to provide low level language learners academic strategies that allow them to access curriculum. We will find ways to build support services that may include transportation, child care, career and technical education, health, socio-emotional support, school to career transition, technology, academic support, teacher supports, appropriate curriculum and re-engagement supports. Highlands Independent Study Charter believes that it will have an overall budget of $6,050,363.00 with targeted services for students and staff supports for 3 goal areas totally just under $1,000,000.00.

Budget Summary

Complete the table below. LEAs may include additional information or more detail, including graphics.

DESCRIPTION	AMOUNT
Total General Fund Budget Expenditures For LCAP Year	$4,640,686.00
Total Funds Budgeted for Planned Actions/Services to Meet The Goals in the LCAP for LCAP Year	$705,000.00

The LCAP is intended to be a comprehensive planning tool but may not describe all General Fund Budget Expenditures. Briefly describe any of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP.

Additional budgeted expenses not found in the support services funding are the following:

- certificated salaries $1,947,000.00 (1xxx)
- non-certificated salaries $529,000.00 (2xxx)
- employee benefits $900,249 (3xxx)
- Books Supplies and Materials $495,000 (4xxx)
- Services and Operations $743,937 (5xxx)
- Capital Outlay $25,000 (6xxx)

A detailed budget review for each of the specific coded areas may be found as an addendum to this LCAP Proposal.

DESCRIPTION	AMOUNT
Total Projected LCFF Revenues for LCAP Year	$6,050,363

Annual Update

LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 1

As a new school no data toward progress can be reported.

State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

Annual Measurable Outcomes

Expected | Actual

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Annual Update

LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 2

As a new school there is no reportable progress.

State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

Annual Measurable Outcomes

Expected | Actual

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Annual Update

LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 3

As a new school there is no reportable progress at this time.

State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

Annual Measurable Outcomes

Expected | Actual

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

LCAP Year: **2018-19**

Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

The LEA will hold multiple stakeholder meetings that include staff, students, and community partners to seek input on services that would be aligned to the 8 State Priorities. As a DAAS school we sought particular feedback on support models that would reduce absenteeism, actively assist positive graduation outcomes, assist second language learners and increase the threshold for school to career-college outcomes. This information will be used to refine and guide our services found under each critical goal area. The 3 goals of concentration will be the following:

- Develop an implement support services that assist second language learners with the acquisition of English
- Develop and implement grade level supports that assist students with achieving a state recognized and accredited California State High School diploma.
- Develop and implement Career Technical Education programs that provide the opportunity for students to achieve school to career outcomes.

Impact on LCAP and Annual Update

How did these consultations impact the LCAP for the upcoming year?

They assisted the school in refining the scope of services that would be formed into our goals.

They kept focus on the 8 State Priorities that support students and stakeholders in the educative process.

They ensured that all voices were heard in developing the school Local Control Accountability Plan.

The ensured effective budgeting practices aligned to clear spending outcomes that could be measured for effectiveness.

They allow for measurable outcomes that can show success, or the potential for additional support as needed.

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 1

The District will ensure students engage in relevant, personalized learning experiences that integrate critical thinking, collaboration, communication, creativity, and the use of technology, ensuring that all students are using 21st century fluencies, and experiencing a balanced educational program that encompasses multiple curricular areas , ELA/ELD, Mathematics, History/Social Science, Science, PE/Health, and Technology.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)

Local Priorities:

Identified Need:

Based on pre-enrollment screening we anticipate a minimum of 85% or more of our student group to be second language speakers. This will require us to ensure services that will assist them with the necessary academic supports needed for achieving acquisition of English speaking skills. This will be revealed within language status survey upon enrollment.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
85% of our student population is identified as and English Language Learner. This will be indicated on by home language surveys and CASAS testing.	85% of our students are designated as EL Learners. 0% are denoted at Re-Designated Fluent English Proficient (RFEP)	At the completion of 7 months of enrollment 6% of our designated EL students will be eligible for re-designation.	8% of identified EL Students will be identified as eligible for re-designation of their language status.	10% of identified EL students will be eligible for re-designation of their language status.

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
Specific Student Groups: English Language Learners
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools
Specific Grade Spans: 1st-2nd grades (Students 22 years or older)
[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income
[Add Students to be Served selection here]

Scope of Services:
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide
[Add Scope of Services selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools
Specific Grade Spans: 1st-2nd grade
[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Unchanged Action	Modified Action
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Ensure all District-led PD models reflect instruction aligned to the 4Cs, which are collaboration, communication, critical thinking and creativity.	Ensure all District-led PD models reflect instruction aligned to the 4Cs, which are collaboration, communication, critical thinking and creativity.	Ensure all District-led PD models reflect instruction aligned to the 4Cs, which are collaboration, communication, critical thinking and creativity.

*Include 21st century fluencies in all District professional development. • All teachers will have access and guidance on Best EL Instructional practices and instructional strategies provided by HCCIS 2x Monthly, under the direction of the school Academic Coordinator. • Appropriate Curriculum will be used for EL instruction. • Additional Tutors for academic support (2.0 PTE) • Professional Growth Support via the annual CABE Conf. or CATESOL	*Include 21st century fluencies in all District professional development. • All teachers will have access and guidance on Best EL Instructional practices and instructional strategies provided by HCCIS 2x Monthly, under the direction of the school Academic Coordinator. • Appropriate Curriculum will be used for EL instruction. • Additional Tutors for academic support (2.0 PTE) • Professional Growth Support via the annual CABE Conf. or CATESOL	*Include 21st century fluencies in all District professional development. • All teachers will have access and guidance on Best EL Instructional practices and instructional strategies provided by HCCIS 2x Monthly, under the direction of the school Academic Coordinator. • Appropriate Curriculum will be used for EL instruction. • Additional Tutors for academic support (3.0 PTE) • Professional Growth Support via the annual CABE Conf. or CATESOL

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$135,000.00	$135,000.00	$135,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries School Academic Coordinator	1000-1999: Certificated Personnel Salaries EL Lead Teacher Stipend	1000-1999: Certificated Personnel Salaries EL Lead Teacher Stipend
Amount	$95,000.00	$95,000.00	$95,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	4000-4999: Books And Supplies Support Materials	4000-4999: Books And Supplies Support Materials	4000-4999: Books And Supplies Support Materials

Amount	$5,000.00	$5,000.00	$5,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	5000-5999: Services And Other Operating Expenditures Professional Conference	5000-5999: Services And Other Operating Expenditures Professional Conference	5000-5999: Services And Other Operating Expenditures Professional Conference
Amount	$8,000.00	$8,000.00	$8,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	2000-2999: Classified Personnel Salaries 2-PTE Tutors for Student Support	2000-2999: Classified Personnel Salaries 2-PTE Tutors for Student Support	2000-2999: Classified Personnel Salaries 3-PTE Tutors for Student Support
Amount	$12,000.00	$12,000.00	$18,000.00
Source	LCFF	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits $5,000.00	3000-3999: Employee Benefits $5,000.00	3000-3999: Employee Benefits $7,000.00

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 2

Improve and support student learning to close achievement gaps and ensure all students graduate college and career ready.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

It is projected that the average HCCIS student will enroll both credit deficient and academically behind by an average of two to four grade levels in math and reading. An overwhelming majority of HCCIS students will be 12th graders. HCCIS needs to help students build fundamental math and literacy skills required to be college and career ready.

In order to improve and support student learning to close achievement gaps and ensure all students graduate college and career ready, there is a need to:

- Provide access to standards aligned curriculum
- Ensure a high level of literacy skills for all students by implementing early academic intervention and prevention services
- Provide access to technology for all students
- Provide guidance for all students with an emphasis on graduation success,
- Develop, Implement and Ensure that all HCCIS students are guided into a CTE course.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
• CTE articulated course completion (local indicator) • Successful course completion per semester • Completion of a real world math project (local indicator) • Progress on CASAS Semester Assessment (local indicator • 2x Counseling reviews/semester • Successful 1 year graduation success.	• Goal of 25 students per year completing articulated CTE course • All students complete a real world math project prior to graduation • CASAS Growth consistent to progress toward high school average status. • Graduation rate outcome with target at 65% completion rate.	• Goal of 25 students per year completing articulated CTE course • All students complete a real world math project prior to graduation • CASAS Growth consistent to progress toward high school average status. • Graduation rate outcome with target at 55% completion rate.	• Goal of 35% students per year completing articulated CTE course • All students complete a real world math project prior to graduation • CASAS Growth consistent to progress toward high school average status. • Graduation rate outcome with target at 60% completion rate.	• Goal of 40% students per year completing articulated CTE course • All students complete a real world math project prior to graduation • CASAS Growth consistent to progress toward high school average status. • Graduation rate outcome with target at 65% completion rate.

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
All [Add Students to be Served selection here]	All Schools Specific Grade Spans: 9-12th grade [Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners Foster Youth Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools Specific Grade Spans: 9-12th [Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Unchanged Action	Unchanged Action
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
• Implement the use of CTE Online, Career Cruising, iCEV CTE Curriculum's to support learner success. • Ensure 1:1 device for student use with technology • 'Jump Start' Coordinator to assist students with on-boarding into Independent Study program	• Implement the use of CTE Online, Career Cruising, iCEV CTE Curriculum's to support learner success. • Ensure 1:1 device for student use with technology • 'Jump Start' Coordinator to assist students with on-boarding into Independent Study program.	• Implement the use of CTE Online, Career Cruising, iCEV CTE Curriculum's to support learner success. • Ensure 1:1 device for student use with technology • 'Jump Start' Coordinator to assist students with on-boarding into Independent Study program.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	$35,000.00	$35,000.00	$35,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	4000-4999: Books And Supplies Online Supplemental CTE Curriculum	4000-4999: Books And Supplies Online Supplemental CTE Curriculum	4000-4999: Books And Supplies Online Supplemental CTE Curriculum
Amount	$100,000.00	$100,000.00	$100,000.00
Source	LCFF	LCFF	LCFF
Budget Reference	4000-4999: Books And Supplies Provide Laptop or Chromebook	4000-4999: Books And Supplies Provided Laptop or Chromebook	4000-4999: Books And Supplies Provided Laptop or Chromebook
Amount	$50,000.00	$50,000.00	$50,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	2000-2999: Classified Personnel Salaries Jump Start Coordinator	2000-2999: Classified Personnel Salaries Jump Start Coordinator	2000-2999: Classified Personnel Salaries Jump Start Coordinator
Amount	$45,000.00	$45,000.00	$45,000.00
Source	LCFF	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits $1500.00	3000-3999: Employee Benefits $1500.00	3000-3999: Employee Benefits $1500.00

Goals, Actions, & Services

Strategic Planning Details and Accountability
Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

Goal 3

All HCCIS Students will graduate within their cohort, while lowering the schools absenteeism rate.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

As a DAAS school we want to be on the cutting edge of ensuring that we are seeking to set and maintain the highest cohort graduation rate possible as well as reducing the level of absenteeism among our students.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
• First year graduation rate above 55% of eligible students as identified by the State of California for DAAS Schools	• 55% of all eligible 12 graders will graduate within their cohort status in the first year of operation.	• 55% of all eligible 12 graders will graduate within their cohort status in the first year of operation.	• 60% of all eligible 12 graders will graduate within their cohort status in the first year of operation.	• 65% of all eligible 12 graders will graduate within their cohort status in the first year of operation.

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
• Because absenteeism plays a critical role in completing the educative process as well as potentially affecting graduation status we want to reduce chronic absenteeism to its lowest rate possible. A measurable goal would be less than 35%.	• HCCIS will have less that a 35% identified chronic absentee rate in the first year of operation.	• HCCIS will have less that a 35% identified chronic absentee rate in the first year of operation.	• HCCIS will have less that a 30% identified chronic absentee rate in the first year of operation.	• HCCIS will have less that a 25% identified chronic absentee rate in the first year of operation.

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:
(Select from All, Students with Disabilities, or Specific Student Groups)

All
[Add Students to be Served selection here]

Location(s):
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools
Specific Grade Spans: 9-12th
[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)	Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))	Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)
English Learners Foster Youth Low Income [Add Students to be Served selection here]	LEA-wide [Add Scope of Services selection here]	All Schools Specific Grade Spans: 9-12th [Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
New Action	Unchanged Action	Unchanged Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
• Staff a 1.0 Academic Counselor to oversee and assist with grade level progress and course progressions leading to graduation. • Support Teacher Retention and recruitment with .5 FTE Teacher Induction Coordinator • Support student transportation with public transportation options if required for student-teacher academic meetings • Support 'Academic Hotline' tutors (2-Classified PTE) • Support a .5 FTE Student Services Outreach Coordinator	• Staff a 1.0 Academic Counselor to oversee and assist with grade level progress and course progressions leading to graduation. • Support Teacher Retention and recruitment with .5 FTE Teacher Induction Coordinator • Support student transportation with public transportation options if required for student-teacher academic meetings • Support 'Academic Hotline' tutors (2-Classified PTE) • Support a .5 FTE Student Services Outreach Coordinator	• Staff a 1.0 Academic Counselor to oversee and assist with grade level progress and course progressions leading to graduation. • Support Teacher Retention and recruitment with .5 FTE Teacher Induction Coordinator • Support student transportation with public transportation options if required for student-teacher academic meetings • Support 'Academic Hotline' tutors (2-Classified PTE) • Support a .5 FTE Student Services Outreach Coordinator

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	110,000.00	110,000.00	110,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries 1.0 FTE Academic Counselor	1000-1999: Certificated Personnel Salaries 1.0 FTE Academic Counselor	1000-1999: Certificated Personnel Salaries 1.0 FTE Academic Counselor
Amount	$35,000.00	$35,000.00	$35,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries .5 FTE Certificated Teacher Induction and Recruitment Coordinator	1000-1999: Certificated Personnel Salaries .5 FTE Certificated Teacher Induction and Recruitment Coordinator	1000-1999: Certificated Personnel Salaries .5 FTE Certificated Teacher Induction and Recruitment Coordinator
Amount	$10,000.00	$10,000.00	$10,000.00
Source	Supplemental	Supplemental	Supplemental
Budget Reference	0000: Unrestricted Bus Passes, Light Rail Pass	0000: Unrestricted Bus Passes, Light Rail Pass	0000: Unrestricted Bus Passes, Light Rail Pass
Amount	$35,000.00	$35,000.00	$35,000.00
Source	Supplemental and Concentration	Supplemental and Concentration	Supplemental and Concentration
Budget Reference	1000-1999: Certificated Personnel Salaries .5 FTE Outreach Coordinator	1000-1999: Certificated Personnel Salaries .5 FTE Outreach Coordinator	1000-1999: Certificated Personnel Salaries .5 FTE Outreach Coordinator
Amount	$30,000.00	$30,000.00	$30,000.00
Source	LCFF	LCFF	LCFF
Budget Reference	3000-3999: Employee Benefits $5,000.00	3000-3999: Employee Benefits $5,000.00	3000-3999: Employee Benefits $5,000.00

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2018-19**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$$1,389,138.00	12%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

HCICS will provide increased or improved services for LI, FY, and EL students through the LCAP. The increased services are at least equal to the 12% (minimum proportionality percentage) of the total LCFF budget. This proportionality percentage is met by analyzing the difference between the LCFF base funding with the total LCFF budget which includes supplemental and concentration allocations. Qualitative analysis of the increase and improvement of services will be reviewed every year as evidenced by improved student outcomes on achievement assessments, the State DAAS Dashboard and Local Satisfaction Surveys 1) Employ an Academic Coordinator separate of other school administration ensuring that students and teachers are provided and utilizing content aligned curriculum that is aligned to State Standards, This service ensures that teachers have support with the implementation of state board adopted standards and provide rigorous learning experiences for all students, including English Learners. Employ and make available a minimum of 2 academic tutors to assist LI, EL, FY and LI students with academic and task support, (Goal 2) Ensure students have access to CTE courses that can be accessed online and are California Pathway aligned leading to recognized industry or state certifications for work-career readiness. This service allows unduplicated students to a readiness path that may not require site based instruction. (Goal 3) Employ an Academic Counselor that will assist in specific course selection and outcomes that lead to successful graduation status. Employ a 'Jump Start' Coordinator that acts as an on-boarding agent assisting students to understanding and achieving readiness for an Independent Study instructional model. Employ 2 'Academic Hotline' after hours academic tutors that can provide 'after school' day assistance with content support. Employ a PTE Outreach Coordinator that will specifically provide direct contact support to assist FY-H and EL students with community assistance with transportation, health or other barriers that would prevent students from achieving their academic potential.

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2017-18**

Estimated Supplemental and Concentration Grant Funds	Percentage to Increase or Improve Services
$n/a	n/a%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

Addendum

The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. The LCAP is a three-year plan, which is reviewed and updated annually, as required. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.

For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in Education Code (EC) sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the EC. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

Plan Summary
Annual Update
Stakeholder Engagement
Goals, Actions, and Services
Planned Actions/Services
Demonstration of Increased or Improved Services for Unduplicated Students

For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: lcff@cde.ca.gov.

Plan Summary

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year.
When developing the LCAP, enter the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.
In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the LCFF Evaluation Rubrics data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.
An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.
The reference to LCFF Evaluation Rubrics means the evaluation rubrics adopted by the State Board of Education under *EC* Section 52064.5.

Budget Summary

The LEA must complete the LCAP Budget Summary table as follows:

- **Total LEA General Fund Budget Expenditures for the LCAP Year**: This amount is the LEA's total budgeted General Fund expenditures for the LCAP year. The LCAP year means the fiscal year for which an LCAP is adopted or updated by July 1. The General Fund is the main operating fund of the LEA and accounts for all activities not accounted for in another fund. All activities are reported in the General Fund unless there is a compelling reason to account for an activity in another fund. For further information please refer to the *California School Accounting Manual (*http://www.cde.ca.gov/fg/ac/sa/*)*. (Note: For some charter schools that follow governmental fund accounting, this amount is the total budgeted expenditures in the Charter Schools Special Revenue Fund. For charter schools that follow the not-for-profit accounting model, this amount is total budgeted expenses, such as those budgeted in the Charter Schools Enterprise Fund.)
- **Total Funds Budgeted for Planned Actions/Services to Meet the Goals in the LCAP for the LCAP Year:** This amount is the total of the budgeted expenditures associated with

the actions/services included for the LCAP year from all sources of funds, as reflected in the LCAP. To the extent actions/services and/or expenditures are listed in the LCAP under more than one goal, the expenditures should be counted only once.

- **Description of any use(s) of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP:** Briefly describe expenditures included in total General Fund Expenditures that are not included in the total funds budgeted for planned actions/services for the LCAP year. (Note: The total funds budgeted for planned actions/services may include funds other than general fund expenditures.)
- **Total Projected LCFF Revenues for LCAP Year:** This amount is the total amount of LCFF funding the LEA estimates it will receive pursuant to *EC* sections 42238.02 (for school districts and charter schools) and 2574 (for county offices of education), as implemented by *EC* sections 42238.03 and 2575 for the LCAP year respectively.

Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's* approved LCAP; in addition, list the state and/or local priorities addressed by the planned goals. Minor typographical errors may be corrected.

* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the **actual** actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

Analysis

Using actual annual measurable outcome data, including data from the LCFF Evaluation Rubrics, analyze whether the planned actions/services were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions/services to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided

in the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. *EC* identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. *EC* requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, *EC* Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian.

The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet specific goals.

Instructions: The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, enter the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

School districts and county offices of education: Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Charter schools: Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

Goals, Actions, and Services

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

School districts and county offices of education: The LCAP is a three-year plan, which is reviewed and updated annually, as required.

Charter schools: The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

New, Modified, Unchanged

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

Goal

State the goal. LEAs may number the goals using the "Goal #" box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

Related State and/or Local Priorities

List the state and/or local priorities addressed by the goal. The LCAP must include goals that address each of the state priorities, as applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. (Link to State Priorities)

Identified Need

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the LCFF Evaluation Rubrics, as applicable.

Expected Annual Measurable Outcomes

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the LCAP Template Appendix, sections (a) through (d).

Planned Actions/Services

For each action/service, the LEA must complete either the section "For Actions/Services not included as contributing to meeting Increased or Improved Services Requirement" or the section "For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement." The LEA shall not complete both sections for a single action.

For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement

Students to be Served

The "Students to be Served" box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by entering "All", "Students with Disabilities", or "Specific Student

Group(s)". If "Specific Student Group(s)" is entered, identify the specific student group(s) as appropriate.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must identify "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering "Specific Schools" and identifying the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:

Students to be Served

For any action/service contributing to the LEA's overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see Demonstration of Increased or Improved Services for Unduplicated Students section, below), the LEA must identify the unduplicated student group(s) being served.

Scope of Service

For each action/service contributing to meeting the increased or improved services requirement, identify the scope of service by indicating "LEA-wide", "Schoolwide", or "Limited to Unduplicated Student Group(s)". The LEA must identify one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, enter "LEA-wide."
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, enter "schoolwide".
- If the action/service being funded and provided is limited to the unduplicated students identified in "Students to be Served", enter "Limited to Unduplicated Student Group(s)".

For charter schools and single-school school districts, "LEA-wide" and "Schoolwide" may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use "LEA-wide" to refer to all schools under the charter and use "Schoolwide" to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use "LEA-wide" or "Schoolwide" provided these terms are used in a consistent manner through the LCAP.

Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

Charter schools operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering "Specific Schools" and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

Actions/Services

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may be grouped together. LEAs may number the action/service using the "Action #" box for ease of reference.

New/Modified/Unchanged:

- Enter "New Action" if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Enter "Modified Action" if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Enter "Unchanged Action" if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
    - If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may enter "Unchanged Action" and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

Note: The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

Charter schools may complete the LCAP to align with the term of the charter school's budget that is submitted to the school's authorizer. Accordingly, a charter school submitting a one-year budget to its authorizer may choose not to complete the year 2 and year 3 portions of the "Goals, Actions, and Services" section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

Budgeted Expenditures

For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA's budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by *EC* sections 52061, 52067, and 47606.5.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

Demonstration of Increased or Improved Services for Unduplicated Students

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the "Demonstration of Increased or Improved Services for Unduplicated Students" table and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the current year LCAP. Retain all prior year sections for each of the three years within the LCAP.

Estimated Supplemental and Concentration Grant Funds

Identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to *California Code of Regulations*, Title 5 (5 *CCR*) Section 15496(a)(5).

Percentage to Increase or Improve Services

Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Consistent with the requirements of 5 *CCR* Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.
For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities**.** Also describe how the services are **the most effective use of the funds to** meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience or educational theory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to** and **effective in** meeting its goals for its unduplicated pupils in the state and any local priorities.

- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these services are **principally directed to** and how the services are **the most effective use of the funds to** meet its goals for English learners, low income students and foster youth, in the state and any local priorities.

State Priorities

Priority 1: Basic Services addresses the degree to which:

A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
C. School facilities are maintained in good repair.

Priority 2: Implementation of State Standards addresses:

A. The implementation of state board adopted academic content and performance standards for all students, which are:
    a. English Language Arts – Common Core State Standards (CCSS) for English Language Arts
    b. Mathematics – CCSS for Mathematics
    c. English Language Development (ELD)
    d. Career Technical Education
    e. Health Education Content Standards
    f. History-Social Science
    g. Model School Library Standards
    h. Physical Education Model Content Standards
    i. Next Generation Science Standards
    j. Visual and Performing Arts
    k. World Language; and
B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

Priority 3: Parental Involvement addresses:

A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site;
B. How the school district will promote parental participation in programs for unduplicated pupils; and
C. How the school district will promote parental participation in programs for individuals with exceptional needs.

Priority 4: Pupil Achievement as measured by all of the following, as applicable:

A. Statewide assessments;
B. The Academic Performance Index;
C. The percentage of pupils who have successfully completed courses that satisfy University of California (UC) or California State University (CSU) entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
D. The percentage of English learner pupils who make progress toward English proficiency as measured by the California English Language Development Test (CELDT);
E. The English learner reclassification rate;
F. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
G. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

Priority 5: Pupil Engagement as measured by all of the following, as applicable:

A. School attendance rates;
B. Chronic absenteeism rates;
C. Middle school dropout rates;
D. High school dropout rates; and
E. High school graduation rates;

Priority 6: School Climate as measured by all of the following, as applicable:

A. Pupil suspension rates;
B. Pupil expulsion rates; and
C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

Priority 7: Course Access addresses the extent to which pupils have access to and are enrolled in:

A. S broad course of study including courses described under *EC* sections 51210 and 51220(a)-(i), as applicable;
B. Programs and services developed and provided to unduplicated pupils; and
C. Programs and services developed and provided to individuals with exceptional needs.

Priority 8: Pupil Outcomes addresses pupil outcomes, if available, for courses described under *EC* sections 51210 and 51220(a)-(i), as applicable.

Priority 9: Coordination of Instruction of Expelled Pupils (COE Only) addresses how the county superintendent of schools will coordinate instruction of expelled pupils.

Priority 10. Coordination of Services for Foster Youth (COE Only) addresses how the county superintendent of schools will coordinate services for foster children, including:

A. Working with the county child welfare agency to minimize changes in school placement
B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

Local Priorities address:

A. Local priority goals; and
B. Methods for measuring progress toward local goals.

APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *EC* sections 52060 and 52066, as applicable to type of LEA, the following shall apply:

(a) "Chronic absenteeism rate" shall be calculated as follows:
  (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where "chronic absentee" means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
  (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  (3) Divide (1) by (2).

(b) "Middle School dropout rate" shall be calculated as set forth in 5 *CCR* Section 1039.1.

(c) "High school dropout rate" shall be calculated as follows:
  (1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
  (2) The total number of cohort members.
  (3) Divide (1) by (2).

(d) "High school graduation rate" shall be calculated as follows:
  (1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
  (2) The total number of cohort members.
  (3) Divide (1) by (2).

(e) "Suspension rate" shall be calculated as follows:
  (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
  (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  (3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:
  (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
  (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  (3) Divide (1) by (2).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001,; 20 U.S.C. Sections 6312 and 6314.

APPENDIX B: GUIDING QUESTIONS

Guiding Questions: Annual Review and Analysis

1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to *EC* Section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Guiding Questions: Stakeholder Engagement

1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in *EC* Section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to *EC* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *EC* Section 42238.01?
6) What specific actions were taken to consult with pupils to meet the requirements 5 *CCR* Section 15495(a)?

7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Guiding Questions: Goals, Actions, and Services

1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 – COE Only), and Coordination of Services for Foster Youth (Priority 10 – COE Only)?
3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
4) What are the LEA's goal(s) to address any locally-identified priorities?
5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
6) What are the unique goals for unduplicated pupils as defined in *EC* Section 42238.01 and groups as defined in *EC* Section 52052 that are different from the LEA's goals for all pupils?
7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
9) What information was considered/reviewed for individual school sites?
10) What information was considered/reviewed for subgroups identified in *EC* Section 52052?
11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *EC* Section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
12) How do these actions/services link to identified goals and expected measurable outcomes?
13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

Prepared by the California Department of Education, October 2016

LCAP Expenditure Summary

Total Expenditures by Funding Source						
Funding Source	2017-18 Annual Update Budgeted	2017-18 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Funding Sources	0.00	0.00	0.00	705,000.00	711,000.00	1,416,000.00
LCFF	0.00	0.00	0.00	187,000.00	193,000.00	380,000.00
Supplemental	0.00	0.00	0.00	10,000.00	120,000.00	130,000.00
Supplemental and Concentration	0.00	0.00	0.00	508,000.00	398,000.00	906,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type						
Object Type	**2017-18 Annual Update Budgeted**	**2017-18 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
All Expenditure Types	0.00	0.00	0.00	705,000.00	711,000.00	1,416,000.00
0000: Unrestricted	0.00	0.00	0.00	10,000.00	10,000.00	20,000.00
1000-1999: Certificated Personnel Salaries	0.00	0.00	0.00	315,000.00	315,000.00	630,000.00
2000-2999: Classified Personnel Salaries	0.00	0.00	0.00	58,000.00	58,000.00	116,000.00
3000-3999: Employee Benefits	0.00	0.00	0.00	87,000.00	93,000.00	180,000.00
4000-4999: Books And Supplies	0.00	0.00	0.00	230,000.00	230,000.00	460,000.00
5000-5999: Services And Other Operating Expenditures	0.00	0.00	0.00	5,000.00	5,000.00	10,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type and Funding Source							
Object Type	**Funding Source**	**2017-18 Annual Update Budgeted**	**2017-18 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
All Expenditure Types	All Funding Sources	0.00	0.00	0.00	705,000.00	711,000.00	1,416,000.00
0000: Unrestricted	Supplemental	0.00	0.00	0.00	10,000.00	10,000.00	20,000.00
1000-1999: Certificated Personnel Salaries	Supplemental	0.00	0.00	0.00	0.00	110,000.00	110,000.00
1000-1999: Certificated Personnel Salaries	Supplemental and Concentration	0.00	0.00	0.00	315,000.00	205,000.00	520,000.00
2000-2999: Classified Personnel Salaries	Supplemental and Concentration	0.00	0.00	0.00	58,000.00	58,000.00	116,000.00
3000-3999: Employee Benefits	LCFF	0.00	0.00	0.00	87,000.00	93,000.00	180,000.00
4000-4999: Books And Supplies	LCFF	0.00	0.00	0.00	100,000.00	100,000.00	200,000.00
4000-4999: Books And Supplies	Supplemental and Concentration	0.00	0.00	0.00	130,000.00	130,000.00	260,000.00
5000-5999: Services And Other Operating Expenditures	Supplemental and Concentration	0.00	0.00	0.00	5,000.00	5,000.00	10,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Goal						
Goal	**2017-18 Annual Update Budgeted**	**2017-18 Annual Update Actual**	**2017-18**	**2018-19**	**2019-20**	**2017-18 through 2019-20 Total**
Goal 1	0.00	0.00	0.00	255,000.00	261,000.00	516,000.00
Goal 2	0.00	0.00	0.00	230,000.00	230,000.00	460,000.00
Goal 3	0.00	0.00	0.00	220,000.00	220,000.00	440,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Signatures of Teachers for California Innovative Career Academy (CICA)

DEMONSTRATION OF TEACHER SUPPORT

California Education Code, Section 47605 states as follows: *"The petition is signed by a number of teachers that is equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the school during its first year of operation."* All signors to this document hereto, also acknowledge that they have received and reviewed a copy of the charter petition that will be submitted to Twin Rivers Unified School District (TRUSD), and that this document will be attached and made a part of said charter petition.

The following teachers meaningfully desire to teach at CICA, an adult serving charter school proposed at a site within the Twin Rivers Unified School District:

PRINTED NAME	PHONE	SIGNATURE	DATE SIGNED	TEACHER EDUCATION/QUALIFICATIONS
Kevin Taylor	[redacted]		4/8/19	English Cred Admin Cred
Katrina Tupper			04/08/19	Adult Ed. Cred.
MELISSA ROBERSON			4/8/19	ADULT ED CRED.
Christina Martinez			4/8/19	Multiple Subjects Cred.
Nicole Scrogin			4/8/19	Adult Ed Cred.
Chris Timpson			4/8/19	Clear Cred.
Sonya Stinson			4/8/19	Clear Cred
Happy Cooc			4/8/19	Clear multiple subj

CICA - 1737

Signatures of Teachers for California Innovative Career Academy (CICA)

DEMONSTRATION OF TEACHER SUPPORT

California Education Code, Section 47605 states as follows: *"The petition is signed by a number of teachers that is equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the school during its first year of operation."* All signors to this document hereto, also acknowledge that they have received and reviewed a copy of the charter petition that will be submitted to Twin Rivers Unified School District (TRUSD), and that this document will be attached and made a part of said charter petition.

The following teachers meaningfully desire to teach at CICA, an adult serving charter school proposed at a site within the Twin Rivers Unified School District:

PRINTED NAME	PHONE	SIGNATURE	DATE SIGNED	TEACHER EDUCATION/QUALIFICATIONS
Ellen Hayes	[redacted]	Ellen Hayes	4/8/19	BA / cred (intern)
Lisa Batturaro	[redacted]	Lisa Batturaro	4/8/19	B.A / 2 M.A's, K-12 cred. Bil. cred
Amy Bianchini	[redacted]	Amy Bianchini	4/8/19	B.A. / MA. Education / Supp. English cred Multi-cred.
Carrie Casillas	[redacted]	C. Casillas	4/8/19	M.Ed Curriculum and Instruction M.A. ECE K-8 Teaching Credential
Diane Spence	[redacted]	Diane Spence	4/8/19	B.A. Social Science (Women's Studies)
Oksana Reznik	[redacted]	[illegible]	4/8/19	M.A. in English

CICA - 1738

Exhibit B

Violation of Charter: Grades Not Aligned with Petition

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

August 28, 2024

SENT VIA: EMAIL DELIVERY:
gina.carreon@trusd.net

Gina Carron
Chief Human Resources Official
3222 Winona Way
North Highlands, CA 95660

RE: Request for Response Dated August 5, 2024 Relating to 11th Grade

Dear Ms. Carreon:

This is in response to your August 5, 2024 correspondence to Highlands Community Charter and Technical Schools ("HCCTS"). We understand that the Twin Rivers Unified School District ("District"), as the chartering authority for both Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA"), has requested that HCCTS take the following actions:

- The District requests that HCCTS investigate the necessary steps and support needed to add 11th grade to the High School program.

- The District further requests that HCCTS implement the necessary steps to add 11th grade as soon as practical.

HCCS and CICA have been operated by HCCTS since 2014 and 2019, respectively. Both schools serve adults 22 years of age and older in compliance with the Workforce Innovation and Opportunity Act of 2014 (Pub. L. 113–128, title II, §201.) Both charter documents currently provide for a unique grade level configuration of 1st, 2nd, and 12th grades. Additionally, HCCS and CICA have added grades 9 and 10 to their grade level offerings through a non-material revision to the charter petitions based upon approval of the addition of these grades previously by District staff on October 29, 2020. Upon enrollment, the HCCS charter provides that:

> "Students who are at a high school level (9th through 12th grade) based upon credits and assessment will be assigned to their grade level based upon age. Students who are at a primary school level (8th grade or below) based upon a lack of credits or low assessment

> scores, will be assigned to a grade level based primarily upon assessment."

CICA's charter contains identical language pertaining to grade level assignment after enrollment. Neither charter, therefore, currently requires 11th grade. Additionally, the high school curriculum offered by Highlands Community Charter and Technical School and CICA complies with the California Education Code requirements for graduation (Ed. Code §51225.3.)

The educational program of a California public charter school is defined by its charter petition. (Ed. Code §47605.) The educational programs of HCCS and CICA, as defined in the charters, were developed to meet the needs of the unique student population enrolled in both schools. The educational programs, including a grade configuration that does not include 11th grade, was approved by the District and by virtue of this approval found to be a sound educational program. Furthermore, these educational programs comply with the requirements for graduation. (Ed. Code §51225.3.). As such, HCCTS is not legally required to add an 11th grade to the educational programs of either HCCS or CICA.

Although HCCTS does not have a legal obligation so do so, in an ongoing effort to assuage the District's concerns and demonstrate HCCTS' commitment to proper reporting and progress tracking of students and bolstering the educational program of HCCS and CICA to best serve the needs of every student, HCCTS will add an 11th grade as soon as practical to its educational program subject to approval of both the HCCTS Board and the District. In order to plan and implement an 11th grade to the high school program, HCCTS will need to review and analyze both HCCS and CICA's current educational programs, investigate staffing needs and assessment schedules, and train its team on implementation of these changes. As the District is aware, HCCTS is currently responding to a state audit and two separate audits being conducted by representatives of the District, while continuing to operate its two schools and attempting to implement numerous operational changes to satisfy the District and other stakeholders. Therefore, HCCTS does not have the adequate time or staff capacity to plan and implement a new grade within this academic year.

HCCTS takes the advice of the District staff to add an 11th grade seriously and is committed to adding an 11th grade as soon as practical to its educational program. Assuming the District will confirm that the addition of 11th grade is approved as a non-material revision to the charters for both schools with an implementation date of July 1, 2025 or as part of the charter renewal process before our charters expire on June 30, 2027. HCCTS proposes spending the current academic year planning for the 11th grade configuration change and implementing the change to take effect when possible. This would provide HCCTS with adequate time to properly investigate, plan, and implement the addition of the 11th grade to the high school program. Furthermore, this would ensure that there is not a chaotic disruption to the educational program for students in the middle of an academic year and ensure a successful implementation of a new change. HCCTS appreciates the District's willingness to work with us on DASS metrics that will better capture the progress of students enrolling at Highlands given its high levels of immigrant students who often know little English even though they are classified as high school students. Having these metrics in place before adding the 11th grade will also assist stakeholders by ensuring there is reliable data upon which to evaluate student progress.

We hope that this letter fully addresses the District's requests on this matter and we look forward to hearing from you about our proposed implementation timeline and whether the non-material revision is approved by the District. Should you have any further questions in the meantime, please do not hesitate to contact me.

Sincerely,



Bill McGuire
Executive Director

4894-6322-4286, v. 1

From: Sharilyn.Warta
To: Melissa Roberson
Cc: Gina.Carreon; Ryan.DiGiulio
Subject: RE: HCCTS Request for Action: Adding Grade 11
Date: Monday, September 30, 2024 3:36:00 PM
Attachments: image001.png
image002.png
image003.png
image004.png

Good Afternoon,

On page one of the HCCTS response regarding the addition of 11th grade, there was mention that HCCS had approval by *"District Staff on October 29, 2020"* to add grades 9 and 10 through a non-material revision process. Please provide evidence to support this statement.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, August 30, 2024 2:05 PM
To: Gina.Carreon <Gina.Carreon@trusd.net>
Cc: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: HCCTS Request for Action: Adding Grade 11

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.
Report Suspicious

Hello Gina,

I hope you are doing well. Please see the attached letter regarding the

TRUSD request for action from Highlands Community Charter School and California and Innovative Career Academy.

Thank you,
Melissa

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 2, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Evidence

Dear Ms. Warta,

We have prepared the following response to the TRUSD request for evidence regarding the statement of HCCS approval of adding grades 9 and 10 through a non-material revision process.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Grades 9 and 10
Before adding grades 9 and 10, HCCS enrolled students in grades 1, 2, and 12. In the 2018-2019 school year, there was political pressure from the capitol to enroll all students in high school following a misunderstanding that HCCS had 40-year-old students enrolled in first and second grades with children. HCCTS serves adult students aged 22 and older. However, our students were never in classes learning with children. To address this, in the 2020-2021 school year, HCCTS added high school grades 9 and 10.

HCCTS communicated with TRUSD via email and phone about these changes on several occasions. TRUSD Administration strongly encouraged the change to a 9-12 grade span to more accurately reflect the students we serve and would not require a material revision to the charter. While HCCTS does not possess email evidence of this exchange on October 29, 2020, these communications are reflected in the 2019-2020 Annual Oversight Report from TRUSD drafted on July 7, 2020. The report, which was drafted by Francie Heim of School Business Solutions, clearly states: "It should be noted that Highlands serves ages 22 and older. Before 2020-21, Highlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student.)"

Please see an excerpt from the report below. Attached is the complete report by School Business Solutions, TRUSD Oversight consultant, which was provided to HCCTS in July 2020.

It should be noted that Highlands serves age 22 and older. Before 2020-21, HIghlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student).

Highlands LCFF Funded ADA			
	K-3 ADA	9-12 ADA	Total
2020-21		2,550.00	2,550.00
2019-20	1,750.28	251.05	2,001.33
2018-19	1,178.80	267.09	1,445.89
2017-18	1,003.65	245.26	1,248.91
2016-17	612.79	310.75	923.54
2015-16	216.05	189.06	405.11
2014-15	65.79	170.87	236.66

Please reach out if you have any additional questions.

HIGHLANDS COMMUNITY CHARTER SCHOOL
ANNUAL OVERSIGHT REPORT 2019-20

June 7, 2021

HIGHLANDS COMMUNITY CHARTER SCHOOL OVERSIGHT REPORT

Prepared by Francie Heim, School Business Solutions LLC

This report summarizes the Highlands Community Charter School (Highlands) for 2019-20 school year activities and includes an update on the 2020-21 school year.

Key Data Points	2017-18	2018-19	2019-20
October Enrollment	1,856	1,980	3,336
Socioeconomically Disadvantaged	89.06%	94.70%	92.24%
English Learners	85.88%	87.10%	90.32%

The report will be divided into seven parts and are aligned with TRUSD board policy on charter oversight.

Part 1 Compliance with Legal Requirements (Board Policy)
Part 2 Student Outcomes and LCAP (Board Policy)
Part 3 Fiscal Condition (Board Policy)
Part 4 Key Demographic Data
Part 5 Site Visit Observations
Part 6 Summary
Part 7 Appendix

TWIN RIVERS UNIFIED BOARD POLICY
MONITORING CHARTER SCHOOL PERFORMANCE

The Superintendent or designee shall monitor the charter school to determine whether it **complies with all legal requirements** applicable to charter schools, including making all reports required of charter schools in accordance with Education Code *47604.32*. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the **measurable student outcomes** set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its **local control and accountability plan (LCAP).**

The Board shall **monitor the fiscal condition** of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32, 47604.33, 47606.5*)

PART I

Board Policy:
The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

Highland states they filed all required reports with their office, and there are no known violations of law. TRUSD states that all required reports have been filed, and there are no known items to report.

The annual independent audit for 2019-20 is an unmodified opinion. The audit report did restate the ending fund balance, with a $78K accounts receivable overstatement adjustment for Highlands and $15 K for CA Innovative Career Academy.

PART 2

Board Policy:
The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

There are limited ways to measure student outcomes for alternative programs as students do not take the Smarter Balanced Assessments taken in traditional K-12 schools. In March 2019-20, the pandemic resulted in limited data collection and suspended the traditional LCAP process.

Highlands does continue to test students regularly with the CASAS test, which is required as part of the workforce investment grant.

The most recent LCAP (2018-19/2019-20) noted the following:

Goal 1: Improve Academic Performance School-wide.

Outcome: We expect our English Learners (EL) students to make significant progress in the Comprehensive Adult Student Assessment System (CASAS) Reading Assessment, our EL reclassification rate to Re-Designated English Proficient (RFEP) to increase, and 50% of our identified high school students to show increase in their CASAS scores in either ELA or Math. We exceeded our metrics in elementary English language development: 58% of our ELD learners have made significant learning gains on the Comprehensive Adult Student Assessment System (CASAS) reading assessment exceeding our goal of 52%. Shifting significant resources to additional para-educators

has been highly effective. Highlands exceeded our goal on teacher credentialing because we recruit highly skilled teachers from the UC and CSU systems. They come to Highlands with Master's Degrees and a wealth of teaching experience but need their Designated Subjects Credential. The use of our 'Navigators' to assist transition from EL classes to defined high school level courses.

Goal 2: Improve College and Career Preparedness through increased research based practices and strategies with increased career-technical educational (CTE) opportunities for all students.

Outcome: 65% of our eligible students complete a defined College or Career Pathway. This includes expanding our CTE Pathways, thereby, increasing the number of options available to students. Highlands is committed to students' success and providing opportunities to obtain a livable wage lifestyle. Highlands provides classes in child psychology and parent education. The CTE courses available consist of Truck Driving Class A License, Early Childhood Education careers, Microsoft Suite Certification, A+ Information Technology, Medical Office Training, Medical Assisting, Cosmetology, Manicuring, Entrepreneurship and Culinary Arts.

Goal 3: Increase Student Engagement and Enhance School Climate.

Outcome: Highlands has supported student and alumni achievement by investing in additional para-educators in classrooms and enhanced technology resources. These investments along with other proven investments have allowed our students to exceed our school wide GPA goal of 2.77 to 3.44. Highlands is on course to meet our high school graduation goal of 41%. We exceeded our goal of 60% of non-exempt alumni gaining and maintaining employment with 62%. 19% of our alumni are enrolled in college or post-secondary education which exceeds our goal of 10%. Highlands provides many activities for students to supplement their education by participating in leadership groups on campus. These include: Student Leadership Committee, Budget Committee, Event Planning Committee, English Language Advisory Committee, and the Community Advisory Council.

Goal 4: Increase instructional technology use to improve student achievement and career readiness.

Outcome: The number of our students that now have access or use a computer in their daily life is 87%. We increased our overall number of available student computers to 1:4 ratio. The overall goal is to attain a 1:1 level.

Goal 5: Increase stakeholder and community engagement in the students' education and school and community life.

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

LCAP

Education Code 47604.32 requires the charter authorizer to review the LCAP as a part of authorizer oversight duties. The TRUSD team has done a review and provided recommendations to Highlands on changes that should be reflected in a revised LCAP (Appendix D). A summary of the LCAP highlights is shown in Appendix C.

Dashboard Alternative School Status (DASS)

In 2013, California's accountability system significantly changed with the adoption of the Local Control Funding Formula (LCFF). This new accountability system, the California School Dashboard (Dashboard), contains state indicators and standards to help identify a school's strengths, weaknesses, and areas in need of improvement. Because these state indicators and standards were developed for traditional (non-alternative) schools, a different measurement tool was needed for Alternative Schools. The Dashboard Alternative School Status (DASS) program replaces the previously administered Alternative Schools Accountability Model (ASAM) and holds alternative schools and alternative schools of choice accountable for modified methods of measurement for accountability indicators, when appropriate.

Highlands DASS 2018-19

Basics: Teachers, Instructional Materials, Facilities	Met
Implementation of Academic Standards	Met
Parent Engagement	Met
Local Climate Survey	Met
Access to a Broad Course of Study	Met
Chronic Absenteeism	88.6% (increase over the PY* 1%)
Suspension Rate	-0-
Graduation Rate	15.3% (decline over the PY 3.5%)
College/Career	-0- Prepared, 1.6% approaching prepared (PY -0- prepared, 13.8% approaching prepared)

*Prior Year (PY)

Highlands notes that the decline in graduation rate is due in part to students transferring to the CA Innovative Career Academy charter in order to complete remaining credits under an independent study setting.

PART 3

Board Policy

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32, 47604.33, 47606.5*)

Highlands was financially solvent at the close of 2019-20. The audit report reflects unrestricted net assets of $1.28 M at the close of 2019-20. The level of borrowing is concerning, with $2.6 M in revenue anticipation notes (RANs) outstanding at the close of 2019-20 and a $3 M PPP (Paycheck Protection Program) loan payable. An additional $ 6.6 M in RANs were issued in 2020-21.

1	Highlands Community Charter School				
2	Statement of Financial Position Audited Financial Statement				
3		2016-17	2017-18	2018-19	2019-20
4	Cash		1,204,755	1,142,841	2,804,724
5	Accounts Receivable	3,018,358	2,277,556	3,496,529	4,600,306
6	Prepaid	85,435	29,622	30,650	136,177
7	Fixed Assets	215,472	253,034	1,451,059	1,378,849
8	Deposits	8,613	20,263	21,763	21,763
9	Total Assets	3,327,878	3,785,230	6,142,842	8,941,819
10					
11	Cash Overdraft	93,622			9,970
12	Accounts Payable	797,019	559,518	777,520	1,386,511
13	Accrued Expense	359,705	585,816	879,998	653,515
14	Notes Payable	935,000	572,000		
15	Revenue Anticipation Notes				2,634,489
16	PPP loan payable				2,973,000
17	Factoring Agreement		750,000	3,703,942	
18	Total Current Liabilities	2,185,346	2,467,334	5,361,460	7,657,485
19	Restricted	91,132			
20	Unrestricted	1,051,400	1,317,896	781,382	1,284,334
21	Total Net Assets	1,142,532	1,317,896	781,382	1,284,334
22	Total Net Assets & Liabilities	3,327,878	3,785,230	6,142,842	8,941,819

The TRUSD business team, with leadership provided by Kate Ingersoll, does a detailed review of Highlands budget, interim reports, audit, and LCAP.

Cash and Borrowing Notes:

- Highlands ended 2016-17 with a zero cash balance.
- In August 2017, Highlands issued Revenue Anticipation Notes, Series A (RANs) for $2,900,000 at 5% interest, maturing on September 15, 2018.
- In 2017-18, Highlands used a factoring agreement ($750 K) for cash flow, at the cost of $22K.
- In 2018-19, Highlands used a factoring agreement ($8.55M) for cash flow at the cost of $424 K.
- In 2019-20, Highlands paid off the factoring agreement.
- In 2019-20, Highlands/CA Innovative Career Academy issued RANs for $7M with net proceeds of $5,065 M. $1.9 M was to pay off a previous factoring agreement. The total cost of issuance is significant, along with 4% interest.
- In 2019-20, Highlands received a $3 M PPP loan at 1% interest and may be eligible to apply for loan forgiveness.
- **In 2020-21 (August 2020), Highlands/CA Innovative Career Academy issued RANs for $6.6 M with net proceeds of $6.25 M and 4% annual interest.**
- **Highlands provided follow-up information indicating the RAN was paid in full in March 2021. Highlands established a $9 M line of credit to utilize for cash flow.**

2020-21 SECOND INTERIM MULTI-YEAR PROJECTION SUMMARY

Based on data submitted in March 2021 (Second Interim Budget), Highlands projects to be fiscally solvent in 2020-21, 2021-22,2022-23 with a projected ending balance of $10.6 M in 2020-21 (line 7) at approximately 33% of expenditures. A 33% reserve is a greatly improved ending balance over the 2019-20 5% reserve.

	Highlands 2nd Interim MYP	2018-19 Actual	2019-20 Actual	2020-21 2nd Interim	2021-22 MYP	2021-22 MYP
1	**Actual/Projected ADA**	1,446	2,001	2,550	2,550	2,550
2	Income	18,505,584	25,966,222	41,018,789	37,244,976	38,303,794
3	Expenditures	19,042,098	25,385,167	31,707,548	33,108,958	34,476,666
4	Income Less Expenditures	(536,514)	581,055	9,311,241	4,136,018	3,827,128
5	Beginning Balance	1,317,896	781,382	1,284,334	10,595,575	14,731,593
6			(78,103)			
7	Ending Balance	781,382	1,284,334	10,595,575	14,731,593	18,558,721
* 2020-21 Beginning balance adjusted for audit fund balance $78,103 overstatement of accounts receivable						
8	**Ending Balance as % of Expense**	**4%**	**5%**	**33%**	**44%**	**54%**

PART 4

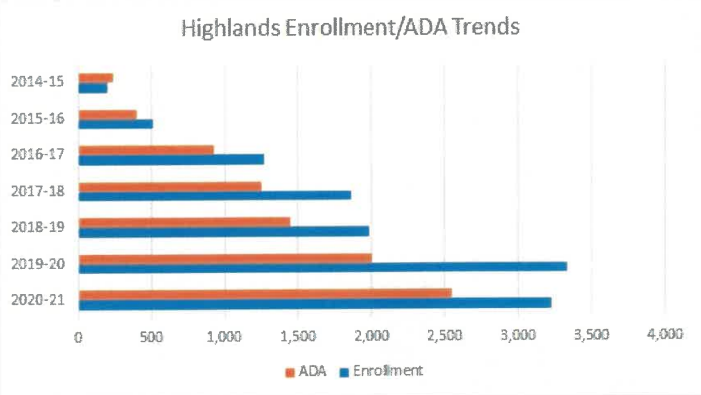
Other Key Data Elements

ADA (AVERAGE DAILY ATTENDANCE)/ENROLLMENT GROWTH OVER TIME

Highlands has grown from 207 students (October 2014 count) to 3,225 students (October 2020 count). Charters are funded based on current year P-2 ADA, a cumulative count of student attendance as of the last full school month ending on or before April 15. ADA is significantly less than ADA.

Due to the pandemic, 2020-21 ADA was frozen at the 2019-20 level with the ability to apply for growth ADA, which is why Highlands increased from 2,001 ADA to 2,550.

Highlands Enrollment ADA Trend			
Academic Year	Enrollment	ADA	ADA as % of Enrollment
2020-21	3,225	2,550	79%
2019-20	3,336	2,001	60%
2018-19	1,980	1,446	73%
2017-18	1,856	1,249	67%
2016-17	1,268	924	73%
2015-16	518	405	78%
2014-15	207	237	114%



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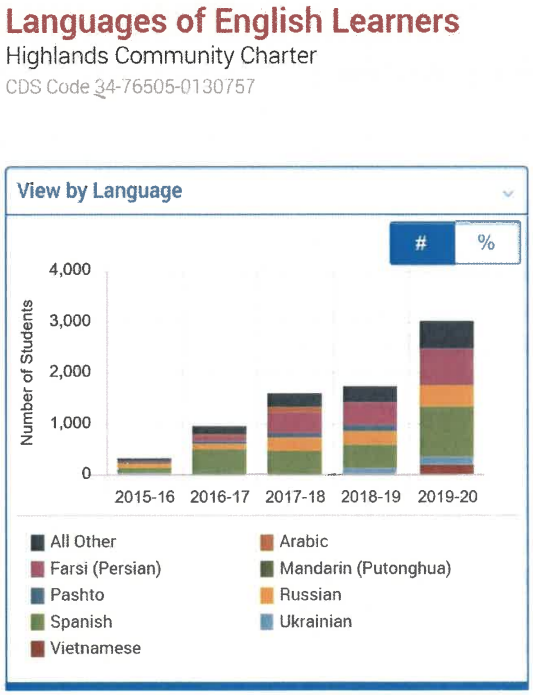
2016-17	612.79	310.75	923.54
2015-16	216.05	189.06	405.11
2014-15	65.79	170.87	236.66

ENGLISH LEARNERS

Highlands has 90% of the population identified as English Learners. A 90% identification rate is higher than TRUSD (33%), Sacramento County (17%), and the State (19%). As noted in the chart below, a significant number of languages are represented in the student population.

2019-20 English Learner	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)	TBD	Total	EL as % of Total
Highlands	303	-	3,013	20	-	3,336	90.3%
Twin Rivers Unified	16,549	480	10,834	5,082	63	33,008	32.8%
Sacramento County	164,358	7,485	43,406	34,062	229	249,540	17.4%
State	3,600,001	273,950	1,148,024	1,133,977	7,049	6,163,001	18.6%



UNDUPLICATED PUPIL PERCENTAGE (UPP)

Highlands UPP was 98% in 2019-20. For funding purposes, the UPP calculation used in the LCFF formula is based on a three-year average and is capped at the UPP% of TRUSD.

1	Highlands UPP Count	2015-16	2016-17	2017-18	2018-19	2019-20
2	Total Enrollment	518	1,268	1,856	1,980	3,336
3	Free & Reduced Meal Program	335	810	1,646	1,828	3,077
4	Homeless	-	49	16	7	51
5	Direct Certification	8	21	45	19	8
6	Unduplicated FRPM Eligible Count	336	829	1,653	1,831	3,086
7	English Learner (EL)	311	946	1,594	1,725	3,013
8	CALPADS Unduplicated Pupil Count (UPC)*	455	1,099	1,778	1,961	3,273
9	UPP %**	87.84%	86.67%	95.80%	99.04%	98.11%

** Students are counted once to arrive at this total*

** Funded UPP based on three year rolling average and may be capped at % of authorizing LEA*

2019-20 EXPENDITURES

73% of expenditures were identified as program services. Approximately 62% of the budget is spent on salary and benefits of employees.

1	Highland 2019-20 Expenditures*	Program Services Education	Support Services, Mgmt, & General	2019-20 Total	PY Total
2	Certificated Salaries	5,358,756	23,868	5,382,624	
3	Classified Salaries	5,226,231	706,944	5,933,175	
4	Employee Benefits	3,984,485	333,213	4,317,698	
5	Books & Supplies	893,189	301,038	1,194,227	
6	Professional/Consulting/Operating Expenditures	3,131,381	4,918,037	8,049,418	
7	Depreciation		217,641	217,641	
8	Interest Expense		290,384	290,384	
9	Total	18,594,042	6,791,125	25,385,167	
10	% by Program/Support	73.25%	26.75%	100%	
11	Total Expenditures (less depreciation)			25,167,526	18,944,374
12	Total Employee Costs/Benefits			15,633,497	12,498,430
13	Total Employee Costs/Benefits as % of Total Expenditures			62.12%	65.97%

** per 2019-20 audit report*

PART 5

Site Visit Observations

Murdock Smith is the CEO/Director of Highlands and brings a passion and vision to the charter. Mike Reid is the Chief Operations Officer. Mike will be retiring in June 2021, and a leadership reorganization is underway.

Diana Gonsalves is a new addition to the team, serving as the Director of Fiscal Services. The charter continues to contract with Delta Management Solutions for back-office business support. Highlands is reviewing the possibility of bringing all business functions in-house. As requested in our last oversight report, the charter has added a "fiscal transparency" section to the website, providing budget and interim report updates.

Highlands received an outside consultant report (Terry Bradley, SBC) in May 2020. The report's scope was to review the organizational structure with an emphasis on the business services department. The report also requested a follow-up review of the FCMAT extraordinary audit (May 2018). There were many findings and recommendations, and a summary is provided below:

a) Recognition of the increase in student enrollment and a "healthy" general fund reserve.
b) Recognition of the leadership of Murdock (Doc) Smith and his high visibility in the organization
c) Recognition of the Board of Directors in their trust of the leadership team and holding the team accountable.
d) Improved communication among divisions in the organization was recognized. It was also noted that this is an area of continued focus to improve.
e) The utilization of technology should be a priority throughout the charter organization.
f) Based on interviews of HCCS staff, all 19 internal practices identified in the FCMAT extraordinary audit have been addressed. Staff feels the charter is a better organization due to the FCMAT study and will continue to improve as more systems are developed and implemented.
g) Internal controls need to be in place to ensure that only students 22 years of age or older without high school diplomas can register at HCCS. It should be noted that the October 2019 and October 2020 student counts show no student under the age of 22 enrolled.

The report recommended that further areas of focus/study should be:

Development of a succession plan for HCCS leadership positions.
Review of the existing organizational structure.
Completion of a cost/benefit analysis of establishing a "total" business office operation within the structure of HCCS.

No sites were visited this year due to COVID, but several zoom sessions were conducted with the Charter leadership team, and several classes were visited via zoom. The first meeting with Murdock Smith (CEO/Director), Michael Reid, and Charles Patillo was to establish the protocol and plan for zoom visits. After the class zoom visits, a meeting was held with Murdock Smith, Mike Reid, Katrina Tupper (Director of Instruction and Professional Learning), Niccole Scrogins (Director of Curriculum and Program).

The questions guiding the team discussion are shown in Appendix G. A summary of a year in review with challenges and successes is provided below as noted by the leadership team.

At the start of the pandemic, a distance learning specialist group was brought in to train staff and set the stage for remote learning. For some of the clients, a zoom environment improved attendance. Chromebooks, hot spots, Gmail accounts, were provided to students. "Digital navigators" assisted students and staff with technology. If a student was not in contact for five days, there was outreach to ensure students were OK. Food and clothing closets were provided to assist with other needs.

ADA was determined by google classroom, mobile app, zoom attendance, work submitted, and reading program log-ins. Highlands is considered a school of the district for special education purposes, and special education services are provided by TRUSD.

There were many challenges for teachers in adapting to a Zoom environment, but the success was seeing the great work at the end. The silver lining is the push over the finish line for staff and teachers (and students) on digital literacy (Nicole).

Challenges were the personal hardships, and success was the relationships and connections that were made. The silver lining was creating a system and structures for collaboration, with staff reaching out for more professional development opportunities (Katrina).

Challenge was never taking the foot off the accelerator and pivoting, and the success was creating more pathways for students (Mike).

Success was graduation with 138 graduates in January. Challenges were not receiving COVID funding like traditional school districts. The silver lining was the development of a learning management platform in-house. (Doc).

There were some very specific kudos to the TRUSD team:
Kate Ingersoll for working so closely with Diane Gonsalves and the business office team
Lori Grace for ongoing, consistent communication on COVID to the Highlands team that made them feel very supported by the district.
Kristen Coates for reaching out to ensure good communications with the team.
TRUSD police support, specifically noting an incident with an at-risk student, and the collaboration of the Highland team and TRUSD police department that prevented a potential suicide.

I attended the following Zoom classes:

English Learners	10:00 to 11:00	Tuesday16-Mar	7 students attending
English, History,Govnt	11:00 to 12:00	Tuesday16-March	1 student attending
Math	1:30 to 2:30	Tuesday16-Mar	4 students attending
English	6:00 to 7:00	Wednesday17-Mar	16 students attending
CDL Truck Driving	10:00 to 11:00	Thursday18-Mar	11 students attending
Beg English	11:00 to 12:00	Thursday18-Mar	15 students attending
Algebra (CICA)	5:15 to 6:15	Thursday18-Mar	1 student attending

General Impressions:
Teachers used technology appropriately, with some teachers excelling in providing engaging activities. Students were generally adept at using Zoom and had good connectivity. The English Learner classes were particularly engaging. Many of the students were women with small children, and it was a joy to watch their level of engagement in learning English. As noted previously in the report, attendance has improved since transportation, and child care barriers are no longer issues in a Zoom environment.

PART 6

SUMMARY

The Highlands team is passionate about its mission and vision and is committed to its students' success. They serve a diverse group of adults, primarily English Learners, under the Workforce Investment Act. The challenges are many. Chronic absenteeism is high at 88.6%, graduation rates are low at 15.3%, and college/career readiness indicators are -0- prepared and 1.6% approaching prepared (2018-19 data).

Our commendations to Highlands for bringing in an outside consultant to review operations and provide recommendations. The report (May 2020) was reviewed as part of this oversight report. The charter has implanted many of the recommendations.

Highlands should be commended for the quick response to align services to students in a virtual environment back in March 2020. As of this report (May 2021), Highlands is still providing services in a virtual environment.

In 2019-20, adequate controls were in place to ensure all students enrolled were age 22 or more.

Highlands has implemented a prior year recommendation that provides for fiscal transparency, with the website posting budgets and interim reports.

Highlands has been creative in partnering with the community on facilities near where the students and community needs are located. Appendix B provides the most current listing of 35 sites.

A stated concern in the past was a lack of cash flow and budget discipline necessary for a growing organization. Highlands has improved its fund balance. They have discontinued expensive factoring agreements used for cash flow. Highlands indicated that in March 2021, they repaid the RANs and acquired a $9M line of credit to utilize for cash flow purposes. They continue to contract with a charter "back office" for financial support but have added staffing in-house to improve financial/budgeting systems. They are projected to be fiscally solvent in 2019-20 and future years.

There continue to be legislative discussions to limit the ability of Charters to serve adults over the age of 22 and receiving LCFF funding. Highlands has been actively working to ensure legislators and others are aware of the impact of their work in the community.

The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) Commissioners have determined Highlands Community Charter School (AD - AD) meets the ACS WASC criteria for accreditation and granted a Six-Year Accreditation Status with a Mid-cycle Two-day Visit through June 30, 2025.

PART 7

APPENDIX A HIGHLANDS MISSION/VISION (FROM WEBSITE)

Motto | Vision | Mission

MOTTO: IT'S NEVER TOO LATE!

VISION: TO ERADICATE EDUCATIONAL INEQUALITY.

MISSION:

WE ARE A DIVERSE COMMUNITY FOR SOCIAL JUSTICE, SERVING THE UNSERVED, PROVIDING ACCESS TO EDUCATION, TECHNOLOGY, COMMUNICATION, AND EMPLOYMENT FOR 21ST CENTURY ACHIEVERS. THROUGH COMMUNITY PARTNERSHIPS, WE WILL BUILD NEW LEGACIES LEADING TO SELF-SUFFICIENCY AND GENERATIONAL CHANGE.

SCHOOLWIDE LEARNER OUTCOMES (SLOS):

1. STUDENTS WILL DEMONSTRATE MEASURABLE ACHIEVEMENTS EACH TERM THROUGH ASSESSMENT.

2. STUDENTS WILL MAKE PROGRESS TOWARD THEIR CAREER GOALS.

3. STUDENTS WILL USE TECHNOLOGY TO COMMUNICATE FOR PERSONAL AND ACADEMIC USE.

APPENDIX B

Highlands Community Charter School's main campus is located at 1333 Grand Ave., Sacramento, CA 95838. HCCS students are currently served at 35 locations around the greater Sacramento region.

These sites listed may include jointly utilized California Innovative Career Academy sites.

Per the Charter Petition - All HCCS site are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition, HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the district.

	2018-19 Oversight Report Listing (March 2020)
1	41st Street | 3821 41st Ave Suite 1, Sacramento, CA 95824
2	ARI - Alhambra | 2411 Alhambra Blvd # 100 Sacramento, CA 95817
3	ARI - CB Wire | 5100 El Paraiso Ave, Sacramento, CA
4	ARI - North | 5750 Sunrise Blvd #100 Citrus Heights, CA 95610
5	Asher | 1215 Howe Ave. #101, Sacramento, CA 95825
6	Bach Viet - North | 1050 Fulton Ave. #110 Sacramento, CA 95825
7	Bach Viet | 1120 Fulton Ave. #F Sacramento, CA 95825
8	Bach Viet - South | 6853 65th St. STE C, Sacramento, CA 95828
9	Bethany | 9880 Jackson Rd. Sacramento, CA 95827
10	Bowling - Lao Family | 7171 Bowling Dr. Sacramento, CA 95823
11	Clay Street | 3805 Clay Street, Sacramento, CA 95838
12	Cosmo | 3500 Fulton Ave, Sacramento, CA 95821
13	Crossroads | 7011 Sylvan Rd. Suite A, Citrus Heights, CA 95826
14	Faith Legacy | 2532 Whitney Ave. Sacramento, CA 95821
15	Grand | 1333 Grand Avenue Sacramento, CA 95838
16	Folsom Blvd | 10017 Folsom Blvd. Sacramento, CA 95827
17	GSUL | 3725 Marysville Blvd. Sacramento, CA 95838
18	Gurnick | 8810 Cal Central Drive, 3rd Floor Sacramento, CA 95826
19	Holy Cross | 800 Todhunter Ave. West Sacramento, CA 95605
20	Industrial | 8180 Industrial Pkwy. Sacramento, CA 95824
21	Maple | 3301 37th Ave. Sacramento, CA 95824
22	Marconi | 2435 Marconi Ave. Sacramento, CA 95821
23	Marysville | Notre Dame: 715 C St. Marysville, CA 95901
24	McClellan | 3144 Palm St. Building 826 McClellan Park, CA 95652
25	OLOG - Guadalupe | 711 T St. Sacramento, CA 95811
26	Opening Doors | 1111 Howe Ave. #115 Sacramento, CA 95825
27	Opening Doors | 1111 Howe Ave. #655 Sacramento, CA 95825
28	SALAM | 4545 College Oak Dr. Sacramento, CA 95841
29	SHRA - Marina Vista | 30 Seavey Circle Sacramento, CA 95818
30	St. Anne's | 7720 24th St. Sacramento, CA 95832
31	Elder Creek | 8401 Jackson Rd, Sacramento, CA 95826
32	St. Matthews | 2300 Edison Ave. Sacramento, CA 95821
33	St. Rose | 5945 Franklin Blvd. Sacramento, CA 95824

	Updated Listing (May 2021)
1	41st Avenue | 3821 41st Avenue, Suite #1, Sacramento, CA 95824
2	ARI - North | 5750 Sunrise Blvd, #100, Citrus Heights, CA 95610
3	Asher | 1215 Howe Avenue, #101, Sacramento, CA 95825
4	Bach Viet - North | 1050 Fulton Avenue, #110, Sacramento, CA 95825
5	Bach Viet - Larkspur | 1100 Fulton Avenue, #F, Sacramento, CA 95825
6	Bach Viet - South | 6853 65th Street, STE C, Sacramento, CA 95828
7	Bethany | 9880 Jackson Road, Sacramento, CA 95827
8	Bowling | 7171 Bowling Drive, #1120, Sacramento, CA 95823
9	Clay Street | 3805 Clay Street, Sacramento, CA 95838
10	Cosmo | 3500 Fulton Avenue, Sacramento, CA 95821
11	Faith Legacy | 3532 Whitney Avenue, Sacramento, CA 95821
12	Grand Avenue | 1333 Grand Avenue, Sacramento, CA 95838
13	Folsom Blvd | 10017 Folsom Blvd, Sacramento, CA 95827
14	GSUL | 3725 Marysville Blvd, Sacramento, CA 95838
15	Gurnick | 8810 Cal Central Drive, 3rd Floor, Sacramento, CA 95826
16	Holy Cross | 800 Todhunter Avenue, West Sacramento, CA 95605
17	Industrial | 8180 Industrial Pkwy, Sacramento, CA 95824
18	Maple | 3301 37th Avenue, Sacramento, CA 95824
19	Marconi | 2500 Marconi Avenue, #120, #150, Sacramento, CA 95821
20	Marysville | Notre Dame: 715 C Street, Marysville, CA 95901
21	McClellan | 3144 Palm Street, Building 826, McClellan Park, CA 95652
22	OLOG - Guadalupe | 711 T Street, Sacramento, CA 95811
23	Howe Avenue | 1111 Howe Avenue, #115, Sacramento, CA 95825
24	Howe Avenue | 1111 Howe Avenue, #655, Sacramento, CA 95825
25	SALAM | 4545 College Oak Drive, Sacramento, CA 95841
26	SHRA - Marina Vista | 30 Seavey Circle, Sacramento, CA 95818
27	St Anne's | 7720 24th Street, Sacramento, CA 95832
28	St Matthews | 2300 Edison Avenue, Sacramento, CA 95821
29	St Rose | 5961 Franklin Blvd, Sacramento, CA 95824
30	Alhambra | 2331 Alhambra Blvd, Sacramento, CA 95817
31	ARI - South | 6270 Elder Creek Road, Sacramento, CA 95824
32	Lao Family Oakland | 2325 East 12th St, Oakland, CA 94601
33	Pavilions South | 2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825
34	Pavilions South | 2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825
35	Saint John's | 8401 Jackson Rd, Sacramento, CA 95826

APPENDIX C

Greatest Progress

At Highlands, we are proud of increasing services to our unduplicated students by leveraging a variety of funding sources. One of our most creative and innovative services continues to be the deployment of a mobile clothes closet and library which was financed through base funding. Many Highlands students live in poverty and for two years now a free clothes closet was established at our main campus to provide clothes to needy students and their families. Due to the overwhelming success of this project and the high demand for these clothes, and to provide access for students at other sites, Highlands purchased an RV which can now take the clothes to students at all 24 auxillary sites. Additionally, as our students have often indicated their desire for books to read at home, the mobile clothes closet is also a mobile lending library. Students can check-out one book, then exchange it for another at a future date, the books are never overdue. This program was initiated with base funds and is popular with all students. In the next school year, we will continue to expand on this resource to offer free clothes and books to our students.

Another very successful Highlands initiative this year was providing free eye exams and free glasses to 72 of our highest needs students. Highlands applied for a grant through Vision Service Plan called "Eyes of Hope" for those who are in need but can't afford the services. Certificates for a free eye exam and a pair of eyeglasses at any doctor in the VSP network are issued to students identified by their teachers to be in need or "desperate" need of glasses. The results were immediate, these students are empowered to fully participate in class because they now see the Board and read without squinting in their classes.

In response to high-needs students requests for increased access to computers, Highlands secured funds from our Workforce Investment Opportunity Act (WIOA) grant, supplemental and concentration funds to purchase 250 additional student computers. Bringing a 2 year total purchase of 535 student laptops/desktops. These are all pre-loaded with support software or programs for student use. Including Google Chrome, Microsoft Office Suite, Ethernet capability and WiFi available access. This has increased significantly our drive to become a 1:1 student to computer available school.

Last year, we had an identified need to improve the English Language Learner reclassification rates. This year we planned to invest $1,100,000.00 dollars of supplemental and concentration funds to provide para-educators for our students with highest needs . This is an additional $770,000.00 dollars toward classroom assistance. When our local indicators, CASAS scores, and student feedback demonstrated the effectiveness of this strategy, administration allocated an additional $490,000.00 to para-educator salary and benefits. As a result, our actual expenditures outpaced our budgeted expenditures and moreover, our student gains and reclassification rates surpassed our original growth goals. With a particular emphasis on 'literacy rates' improving we are striving for providing intensive in-class assistance. This has proven to be an effective strategy for increasing student success. Investment in para-educators for of our English Language Learners and Socioeconomically Dis-advantaged students has contributed to significant gains throughout our student population. Next year we will continue to provide para-educators as supplemental support for our un-duplicated students.

Last year, we identified a need to improve our 7% CTE participation rate from the 2016-17 school year. This year,we doubled the rate and achieved a 14% participation rate. In addition, we were able to more than double the CTE completion rate of long term students. For the 2016-17 school year, the completion rate was 31%. In the 2017-18 school year the CTE completion rate was 64%, exceeding our goal of 45% completion rate. In the 2018-19 school year, we continued to improve our CTE program as our un-duplicated students rely on this program to prepare them for living wage jobs. At the completion of the 2018-19 school year we reached 48% of our students taking and completing a CTE Pathway.

With regard to other outcomes that were significant to our school's success, we were approved by the Twin Rivers Unified School District's Board of Trustees for a full 5 year re-authorization to continue our work as a charter school. In addition, we went through a full review for accreditation with the Western Association of Schools and Colleges and have been granted a 6 year accreditation (the highest accreditation possible) with a 2 day mid-cycle visit. Additionally, we are still a grantee for the Work Force Investment and Opportunity Act (WIOA for $350,000 annually).

Finally, we have grown from 22 learning sites from the 2018-19 school year to almost 30 available learning sites or partnership locations, thus expanding the opportunity for additional students to access the school either locally or regionally.

Greatest Need

There are 5 areas Highlands will focus attention next year to improve our overall results:
1. Improving CTE participation rate: As a non-college prep-school, we meet Ed. Code § 52060(d)(4)(C) through the number of students who participate in and complete career technical education sequences or programs of study that align with state board-approved career technical education standards and frameworks".
While our school offers a range of CTE programs, we believe we must continue to increase the participation rate.
2. Improving career attainment: By having more students complete our CTE programs through improved instruction and follow up, our graduates should be more equipped to obtain livable wage lifestyle.
3. Improving curriculum and instructional materials: We will continue the process of rolling out a new and improved comprehensive curriculum to promote student learning as well as support teachers through coaching, modeling and professional development. We will also continue to provide supplementary resources to support instruction in response to student requests; moreover, research demonstrates that the quality and availability of the instructional materials is important to how well students learn.
4. Expansion of remedial instruction and intervention: We will expand the use of intervention specialists to target students who need additional academic support. We will offer remedial classes and open a tutoring center to help close the achievement gap by building up basic skills in reading, writing, and math.
5. Increasing our identified 'Cohort Graduation Rate' while decreasing the number of students that would be designated as 'Chronically Absent'.

Performance Gaps

Given the nature of our school, there are fewer internal performance gaps than there are performance gaps between our students and the general population. Most of our students enter the Highlands high school program with academic skills that are significantly below grade level in reading, writing and math. We continue to make remedial instructional opportunities available and plan to stay the course to monitor outcomes associated to academic and career-technical advancement. We have seen a greater number of our identified English Learning students make advancement in leveled instruction as well as 'bridging' into high school.
We are continuing to improve our services for all student groups that have additional needs. Those needs include English learners, low income students, disabled students, former foster youth, ex-offenders and homeless to promote their general academic skills. These services unequivocally close the income gap which nearly all our students face. However, with regard to the 2018-19 State Accountability Dashboard, we still have identified an 87% chronic absenteeism rate, an overall cohort graduation rate of 19% and 0% of our students being

APPENDIX D

District LCAP TRUSD Review of the LCAP

The charter expressed appreciation to the district for their suggestions and will use the input to improve future LCAPs but did not update the 2019-20 LCAP with the suggested changes below.

Goals, Actions & Services 2019-20

Page 47 - Goal/Action 1.1 has both boxes marked above and below the OR for if the action is Not including or Including to meet increased or improved services for unduplicated students; determine which one it s and eliminate the verbiage in the other section.

Page 50 – is the increased budget from $250,000 to $1,500,000 for 1.3 realistic?

Goal 2 – 2.1, 2.2, 2.3 & 2.4 all say the action is Not including to meet increased or improved services for unduplicated students. If that is the case, then S/C funds should not be used.

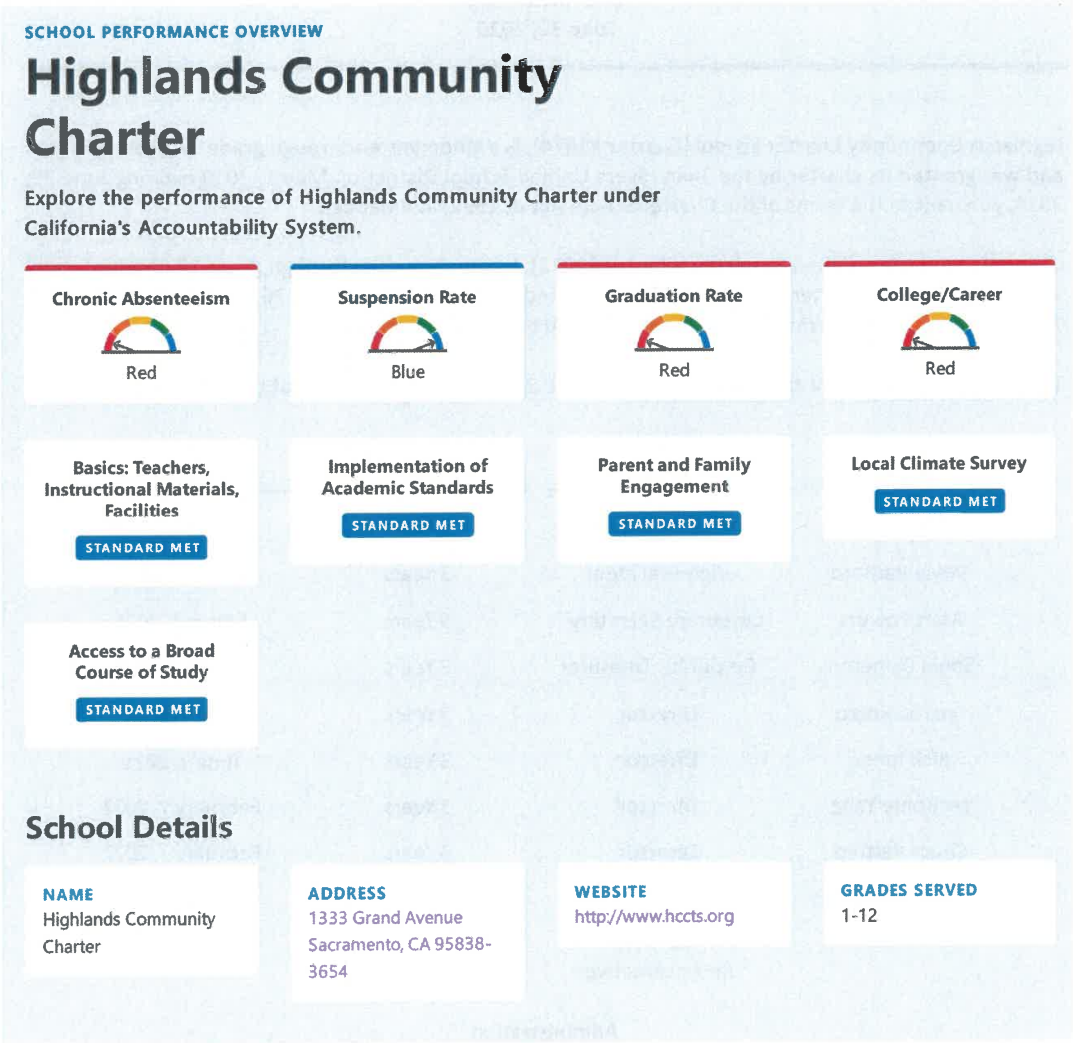
Page 78 - is the increased budget from $60,000 to $600,000 correct? If not then an additional $540,000 needs to be added to the LCAP. If it is, is it realistic? And is it above and beyond the base program since S/C funds are being used?

Demonstration of Increased or Improved Services for Unduplicated Pupils

Page 88 - The S/C Grant funds are about $1 million short from the LCFF calculation and what is in the Adopted Budget. The amount should be $5,570,738 and 35.50%.

APPENDIX E 2018-19 CALIFORNIA DASHBOARD

The complete Dashboard report is included as a component of this report. No dashboards were produced for 2019-20 due to the pandemic.



SCHOOL PERFORMANCE OVERVIEW

Highlands Community Charter

Explore the performance of Highlands Community Charter under California's Accountability System.

Chronic Absenteeism	Suspension Rate	Graduation Rate	College/Career
Red	Blue	Red	Red

Basics: Teachers, Instructional Materials, Facilities	Implementation of Academic Standards	Parent and Family Engagement	Local Climate Survey
STANDARD MET	STANDARD MET	STANDARD MET	STANDARD MET

Access to a Broad Course of Study
STANDARD MET

School Details

NAME	ADDRESS	WEBSITE	GRADES SERVED
Highlands Community Charter	1333 Grand Avenue Sacramento, CA 95838-3654	http://www.hccts.org	1-12

APPENDIX F BOARD OF DIRECTORS
FROM 2019-20 AUDIT REPORT

HIGHLANDS COMMUNITY CHARTER SCHOOL
AND CALIFORNIA INNOVATIVE CAREER ACADEMY
ORGANIZATION
June 30, 2020

Highlands Community Charter School [Charter #1674], is a kindergarten through grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on May 1, 2019 expiring June 30, 2024, pursuant to the terms of the Charter School Act of 1992, as amended.

California Innovative Career Academy [Charter #2072], is a kindergarten through grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on June 26, 2019 expiring June 30, 2024, pursuant to the terms of the Charter School Act of 1992, as amended.

The Board of Directors for the fiscal year ended June 30, 2020 was comprised of the following members:

Name	Office	Term	Term Expiration
Ernie Daniels	Corporate President	3 Years	August 10, 2020
Doyle Radford	Vice-President	3 Years	March 1, 2021
Matt Powers	Corporate Secretary	3 Years	March 1, 2021
Sonja Cameron	Corporate Treasurer	3 Years	March 7, 2022
Sharon Rocco	Director	3 Years	June 7, 2021
Rick Jones	Director	3 Years	June 7, 2021
Mellonie Yang	Director	3 Years	February 7, 2022
Chuck Pattillo	Director	3 Years	February 7, 2022
Sondra Betancourt	Local Education Agency Representative	N/A	N/A

Administration

Name	Position
Murdock Smith	Executive Director/CEO

APPENDIX G

A list of questions was used with the Charter Leadership teams to guide the Zoom meetings as we discussed 2019-20 and 2020-21 operations.

We last met in January/February 2020, and the world has turned upside down since then. We would appreciate the opportunity to hear from you how this past year has impacted you and your site team.

The following questions will help guide the conversation today and are a suggested guideline for discussion:

Describe how you have delivered services to students this past year?

How have you met other student needs – e.g., breakfast and lunches, social/emotional health, internet resources/support, technology?

Describe how you are returning students to the classroom delivery in the coming months – March through June?

What has been your greatest challenge this past year?

What has been your greatest success?

What has been the greatest challenge for your student population? Teachers' most significant challenge?

How have you measured student success?

What has student "Attendance" looked like this past year?

How have students with special needs (IEP) been addressed?

How do you plan to offer remedial support to students who have not had academic success this past year?

What are you most proud of this past year that you and your team have accomplished?

What are lessons learned? What silver lining has come from the pandemic? Are there learnings from this challenge that will change how you deliver instruction in the future?

APPENDIX G

SUMMARY OF RESOURCES

The following documents were used to compile this report:

2019-20 Audit
2019-20 End of Year Financials
2020-21 Second Interim report
2019-20 LCAP
2018-19 CA School Dashboard for Charter
2018-19 CA School Dashboard for TRUSD
2018-19 CA School Dashboard for State
CBEDS/CALPADS data
Additional data elements from CDE website
LCAP review notes from Kate Ingersoll/TRUSD
Highlands Community Charter School Report May 2020, School Business Consulting Inc.
Charter website
School Accountability Report Card
WASC letter
COVID Safety Plan

Board of Trustees

Basim Elkarra
President

Stacey Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

February 3, 2025

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

RE: TRUSD 6/3/24 Request for Information re Exclusion of 11th Grade and Credit Distribution
TRUSD Reply to HCCTS Further Response dated 12/2/24

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' (HCCTS), the Twin Rivers Unified School District (District) is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

By correspondence dated June 3, 2024, the District sent a Request for Information to HCCTS regarding the absence of 11th grade in the High School programs for both CICA and HCCTS. The letter also requested information regarding the reason for an uneven distribution of credits between 9th, 10th and 12th grades. By correspondence dated August 28, 2024, HCCTS provided the enclosed response to the District's request for information and requested actions. On October 3, 2024, the District sent a summary of findings based on the review of HCCTS' August 28 reply.

On September 30, 2024, TRUSD Project Manager Sharilyn Warta, sent an email to HCCTS Director of Assessment and Accountability, Melissa Roberson requesting evidence to support the statement included in the August 28, 2024 letter in which HCCTS asserted that they had received approval by "District Staff on October 29, 2020, to add grade 9 and 10 through a non-material revision process".

By correspondence dated December 2, 2024 (enclosed), Ms. Roberson replied to Ms. Warta's email request. The District has reviewed the response and has made the following findings:

1. **Evidence of Prior District Approval for Addition of 9th and 10th Grade**

   TRUSD Findings:

   - HCCTS asserts that District Administration "strongly encouraged the change to a 9-12 grade span" via email and phone but acknowledges that they do not possess any email evidence of the exchange on October 29, 2020.

   - Although HCCTS stated that the 2019-20 Annual Oversight report for HCCTS provides evidence of the District's prior knowledge and approval, the report was compiled during the 2020-21 school year. District annual charter school oversight reports are drafted the following school year to ensure a complete review of the previous year's activities. The report provides further evidence of this compilation timeline by the published date of June 7, 2021, as seen on the top of page one. The District finds that the report provides no evidence that it had prior knowledge of the change in grade span before it was implemented.

   - The District further finds the lack of evidence regarding the District's prior knowledge of the addition of 9th and 10th grades has no impact on the determination that the addition of 11th grade requires a material revision as clearly specified in Education Code 47605(a)(4).

Action Required

As stated in the District's correspondence dated October 3, 2024, please provide the District with updates on the progress made toward adding an 11th grade as steps are taken, with a follow-up communication no later than **March 31, 2025.**

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding this information request. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Enclosures:
District Letter dated August 5, 2024
HCCTS Response dated August 28, 2024
District Reply dated October 3, 2024
HCCTS Response dated December 2, 2024

cc: Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

Board of Trustees

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Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 26, 2025

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

RE: Request for Information re Exclusion of 11th Grade and Credit Distribution
TRUSD Reply to HCCTS Further Response dated 2/27/2025

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with the approved HCCS and CICA Charters, the Memorandum of Understanding between the District and HCCTS regarding each Charter School's operations and oversight, and compliance with laws applicable to charter schools.

By correspondence dated June 3, 2024, the District sent a Request for Information to HCCTS regarding the absence of 11th grade in the High School programs for both California Innovative Career Academy ("CICA") and Highlands Community Charter School ("HCCS"). By correspondence dated August 28, 2024, HCCTS provided the enclosed response to the District's request for information. On October 3, 2024, the District sent a summary of findings based on the review of HCCTS August 28 reply.

On September 30, 2024, TRUSD Project Manager Sharilyn Warta, sent an email to HCCTS Director of Assessment and Accountability, Melissa Roberson requesting evidence to support the statement included in the August 28, 2024, letter in which HCCTS asserted that they received approval by "District Staff on October 29, 2020, to add grade 9 and 10 through a non-material revision process." By correspondence dated December 2, 2024 (enclosed), Ms. Roberson replied to Ms. Warta's email request.

On February 3, 2024 the District replied to HCCTS' December 2 correspondence. Subsequently, on February 27, 2025 HCCTS representatives met with the District for a charter oversight check-in meeting.

During the February 27 meeting, you stated that HCCTS will not be submitting a request for material revision of the HCCS and CICA charters to add 11th grade at this time. Additionally, you stated that it is HCCTS' understanding that the District does not have oversight authority to require this change since 11th grade is not included in the current approved charter.

On March 17, 2025 HCCTS sent the enclosed letter stating that HCCTS is working on a "possible material revision to the HCCS and CICA charters" regarding 11th grade. Outlined below is the District's response to your communications.

District Findings:

- The District acknowledges that 11th grade is not included in the current approved HCCS and CICA charters. The District further finds that the current model, which includes 9th and 10th grades, have not been approved by the District as evidenced by the aforementioned communications.

- The District strongly urges HCCTS to submit requests to the District for material revision of the HCCS and CICA charters to add 9th, 10th, and 11th grades since both HCCS' and CICA's programs are currently inconsistent with the approved charters.

Action Required

- Within ten (**10) calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to take appropriate actions to address the concerns outlined in this communication.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding this information request. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Enclosures:
District Letter Dated August 5, 2024
HCCTS Response Dated August 28, 2024
District Reply Dated October 3, 2024
HCCTS Response Dated December 2, 2204
District Response Dated February 3, 2025
HCCTS Response Dated March 17, 2025

cc: Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 11, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Information re Exclusion of 11th Grade and Credit Distribution
TRUSD Reply to HCCTS Further Response dated 2/27/2025

Dear Ms. Carreon,

On March 26, 2025, HCCTS received a follow-up letter regarding 11th grade. YM&C, our legal counsel, has reviewed and updated the charter petitions for HCCS and CICA with requirements based on the Education Code. YM&C is working on a material revision to the charter to add grade 11.

HCCTS is reviewing the updated charters received on March 11, 2025, and will provide updates to TRUSD on the progress of this matter.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

HCCTS Grades

Below is a table showing the current grades HCCTS is serving, the grades included in the charter petitions for HCCS and CICA, and the changes we need to make in the MOU:

Charter Petition	Date	Grades Served (According to the Charter)	Grades we are serving	Changes we need to make in the MOU
CICA	June 25, 2019	9-12	9, 10, 12	Clarify grades: 9-12
HCCS (Charter Petition Renewal)	January 14, 2019	1, 2, 12	9, 10, 12	Remove grades: 1, 2 Add grades 9, 10, and 11.

Exhibit C

Violation of the Charter: Adding Locations without Material Revision Request

MEMORANDUM OF UNDERSTANDING
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
(California Innovative Career Academy Charter School)

AMENDMENT NO. 3

This AMENDMENT NO. 3 ("AMENDMENT NO. 3") to the Memorandum of Understanding ("MOU") entered into by and between the Twin Rivers Unified School District (hereinafter, "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools (hereinafter "Corporation"), a nonprofit public benefit corporation duly organized under the laws of the State of California, operating the California Innovative Career Academy (hereinafter "CICA"), a public charter school organized and existing under the laws of the State of California (hereinafter Corporation and CICA collectively referred to as "Charter School"). (District and Charter School are collectively referred to herein as, the "Parties".)

WHEREAS, the Charter petition for the establishment of the Charter School ("Charter") was first authorized by the District in 2019 for a term running through June 30, 2024;

WHEREAS, the Charter School's current Charter term runs through June 30, 2027;

WHEREAS, the Parties previously entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding the Charter School's program, operation, structure, and obligations. A copy of the MOU is attached hereto as "Exhibit A," and incorporated herein by reference; and

WHEREAS, pursuant to a prior amendment to the MOU entered into by and between the Parties, the term of the MOU runs through June 30, 2027, and

WHEREAS, the Parties desire to amend the MOU according to the terms of this AMENDMENT NO. 3.

The MOU is hereby amended as follows:

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

2. Facilities.

a. *Facilities Locations.* In addition to its main campus located at 1333 Grand Avenue, Sacramento, CA 95838, the Charter School is authorized by the District to operate at the locations identified in the Facilities Site List at Exhibit "B" to this AMENDMENT NO. 3.
If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

If the District determines that the proposed change(s) does not constitute a material revision, the Charter School may establish operations at the proposed location(s) after receiving prior written approval by the District.

If the District determines that the proposed change(s) does constitute a material revision, then the changes(s) must be approved by the District Board of Trustees before the Charter School may commence operations at the proposed location(s). Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter.

Prior to commencing operations at any new facility location, the Charter School shall obtain appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, as may be required to ensure the facilities are safe for staff and students. Charter School shall provide the District with documentation demonstrating compliance with all appropriate permits and approvals needed for occupancy and invite the District to visit the Charter School site/facility for an inspection and review prior to the time the Charter School is scheduled to establish operations at the location.

b. *Facility Safety.* Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or with the California Building Standards Code. All facilities utilized by the Charter School shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities by a certified third party to ensure that they are maintained in an operable condition at all times. The Charter School shall keep written records of these inspections on file for at least one (1) year after the date of the inspection and provide such records to the District upon request.

c. *Documentation.* The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances, as applicable, for each facility location. Such documentation shall be provided to the District upon request.

3. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1 %) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Revenue of the Charter School" for purposes of this calculation means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03. Charter School and District agree that the "supervisorial oversight" as used in Education Code section 47613 shall include the following:

   (a) Review and revision of the MOU and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Charter School and the District.

   (b) All activities related to the charter renewal and material revision, and revocation processes, including any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

   (c) Activities related to monitoring the performance and compliance of Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.

   (d) Review of the Charter School's annual independent fiscal and programmatic audit reports and related processes related to the Charter School's annual audit.

   (e) Completion of the following duties under Education Code section 47604.32:

      (1) Visiting Charter School at least annually.
      (2) Ensuring that Charter School complies with all reports required of charter schools by law.
      (3) Monitoring the fiscal condition of Charter School, including review of annual fiscal audit of the Charter School.
      (4) Providing timely notification to the California Department of Education if any of the following circumstances occur: Renewal of the Charter is granted or denied; the Charter is revoked; or, Charter School ceases operation for any reason.
      (5) Any review of teacher credentials pursuant to Education Code section 47605(l).
      (6) All costs incurred by the District for performance of the requirements specified in Education Code section 47607.3.
      (7) Participation in the dispute resolution process described in the Charter.

4. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this AMENDMENT NO. 3 subject to approval/ ratification by the Parties respective governing boards.

5. Subject to Ratification. This Agreement is subject to the approval/ratification of both the District's Board and the Charter School Board of Directors.

6. Counterparts. This AMENDMENT NO. 3 may be executed in counterparts and be as valid and binding as if all Parties signed the same copy. Signature of copies of this AMENDMENT NO. 3 transmitted by facsimile or electronic mail, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this AMENDMENT NO. 3 as of the dates shown below.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

Dated: 1/23/24

Steve Martinez, Ed.D.
Superintendent

CHARTER SCHOOL

Dated: 1/11/2024

Ernie Daniels
Corporate President, Board of Directors
Highlands Community Charter and Technical Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 16th day of January, 2020, by and between the Twin Rivers Unified School District (hereinafter "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the California Innovative Career Academy ("CICA"), a California public charter school (hereinafter Corporation and CICA collectively referred to as "the Charter School").

WHEREAS, the District' s Board of Trustees ("Board") granted the Corporation a Charter to operate CICA at a public meeting on June 25, 2019, for a term of five (5) school years commencing on July 1, 2019 and ending on June 30, 2024, pursuant to Resolution No. 777 adopted by the Board, attached hereto as "Exhibit A;" and

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding CICA's funding and programs, the District's statutorily prescribed supervisory oversight of the Charter School; and

WHEREAS, the Charter School's program, operation, structure, and obligations in operating the school are set forth in the Charter, attached hereto as "Exhibit B," and incorporated herein by reference; and

WHEREAS, the Charter School and District further desire to address any remaining uncorrected language in the Charter, as conditionally approved and required to be corrected by Resolution No. 777, as referenced in Paragraph 3 below; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agrees as follows:

1. Term. This MOU shall commence on July 1, 2019 and end on June 30, 2024, as specified in Paragraph 2, below. This MOU is subject to termination for cause, as specified in Paragraph 28, below, including revocation of the Charter as specified in Paragraph 27, below.

2. Renewal. This MOU shall be automatically renewed for an additional fiscal year commencing July 1, 2020, and on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the Board pursuant to Education Code section 47607.

3. Designation of Charter School and Non-Material Revisions to Charter. The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The

EXHIBIT "A"

CICA MOU

Non-Student Sites

	Site	Physical Address	HCCS	CICA
1.	**American River**	3600 American River Drive #280, Sacramento, CA 95864 (Administrative)	X	
2.	**Arden**	901 Arden Way, Sacramento, CA 95815 (Warehouse)	X	
3.	**Capitol Mall**	555 Capitol Mall, #1275, Sacramento, CA 95814 (Administrative)	X	
4.	**Capitol Mall**	555 Capitol Mall, #725, Sacramento, CA 95814 (Administrative)	X	
5.	**Capitol Mall**	555 Capitol Mall, #550, Sacramento, CA 95814 (Administrative)	X	
6.	**El Camino**	4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608 (Administrative)	X	
7.	**Fair Oaks 2**	6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608 (Administrative)	X	
8.	**Howe Avenue**	1111 Howe Avenue, #115, Sacramento, CA 95825 (Administrative)	X	
9.	**Howe Avenue**	1111 Howe Avenue, #630, Sacramento, CA 95825 (Administrative)		X
10.	**Raley Blvd**	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse)	X	
11.	**San Diego**	406 9th Avenue, Suite 310, San Diego, CA 92101 (Administrative)	X	

26.	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X	
27.	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	X
28.	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X	
29.	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	X
30.	Industrial	8180 Industrial Pkwy, Sacramento, CA 95824	X	X
31.	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X
32.	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X
33.	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X
34.	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X	
35.	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X	
36.	Maple	3301 37th Avenue, Sacramento, CA 95824	X	
37.	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X
38.	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X
39.	Marysville	715 C Street, Marysville, CA 95901	X	X
40.	Marysville 2	1431 C St, Marysville, CA 95901	X	
41.	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X	
42.	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X	
43.	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X	
44.	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	X
45.	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X	
46.	O Street	1326 O Street, Sacramento, CA 95814	X	X
47.	Oak Park	2520 33rd St, Sacramento, CA 95817	X	
48.	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X	
49.	Oxnard	328 West Third Street, Oxnard, CA 93030	X	
50.	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X	
51.	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	X	X
52.	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X	
53.	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	X	
54.	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X	
55.	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X	
56.	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X
57.	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X	

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Student Occupied Sites

	Site	Physical Address	HCCS	CICA
1.	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X	
2.	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	X
3.	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X	
4.	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	X	
5.	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X	
6.	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X	
7.	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	
8.	Auburn	4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841	X	X
9.	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X
10.	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	X	X
11.	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X	
12.	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X	
13.	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X	
14.	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X
15.	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	X	
16.	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X	
17.	Fair Oaks	2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center/Salon)	X	
18.	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	X	X
19.	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X	
20.	Folsom 2	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	X	
21.	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	
22.	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X	
23.	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X
24.	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X	
25.	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X	

EXHIBIT "B"

CICA FACILITIES SITE LIST

By: _____
Bill McGuire
Deputy Superintendent, Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____
Ernie Daniels
Corporate President, Board of Directors

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section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics in the operation of the Charter School.

36. Assignment. Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

37. No Waiver. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

38. Survival. All representations, warranties and indemnities made herein shall survive termination of this MOU.

39. Notices. All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or on the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

To the Charter School:

Board President
Highlands Community Charter School
1333 Grand Avenue #B
P.O. Box 38924
Sacramento, CA 95838
Facsimile: (916) 471-0552

To the District:

Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, CA 95652
Facsimile: (916) 566-3586

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

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intent to terminate services. Any failure by the Charter School to pay an amount due under this MOU, or other material violation of the terms of this MOU by the Charter School, may constitute grounds for revocation of the Charter in accordance with the provisions of the Charter and the Charter Schools Act, and any such termination or revocation shall be consistent with such provisions, including with respect to notice and an opportunity to cure. In the event of revocation of the Charter, this MOU shall be deemed null and void.

29. Annual Review and Notice To District Of Change In Status. The Charter School shall participate in an annual review conducted by the District, if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties shall act reasonably and in good faith in both the review and the response to the review.

The Charter School shall provide the District no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of the Charter School, and which falls within the District's oversight responsibilities.

The Charter School shall provide all services not expressly indicated herein to be provided by the District. Nothing herein shall preclude the parties from negotiating or amending this MOU to include additional services not contemplated by this MOU.

30. Independent Contractor Status. The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

31. Construction and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of California.

32. Entire MOU. This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

33. Amendments. This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative with a specific reference to the Charter, and to this MOU which it alters, amends or modifies.

34. Invalidity of Provisions of This MOU. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

35. Nondiscrimination. The Charter School covenants and agrees that they shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220, including, but not limited to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in

Charter School. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors, involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement.

In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall act in good faith to settle the dispute, claim, question, or disagreement in accordance with the dispute resolution process prescribed above.

27. Revocation and Closure Protocol. The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 26, above, shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its belief and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the "Entity" identified in the Charter responsible for implementing the Charter's closure protocol shall be experienced in dissolution and closure of public educational programs, and the Entity shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Charter School's Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining assets.

Notwithstanding any rule, regulation, Charter provision, Corporation Bylaw or document to the contrary, on closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, and all ADA apportionments and other revenues generated by students attending the Charter School, after payment of all debts and liabilities and refunds to applicable agencies, shall revert to the Charter School. Any assets acquired from the District or District property will be promptly returned upon the Charter School's closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or State and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

28. Termination for Cause. The District may terminate any services provided pursuant to this MOU upon failure of the Charter School to pay any amount due under this MOU within sixty (60) days after receipt by Charter School of a District demand for payment and notice of

Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School will provide the District with documentation of the teacher/student ratio for the Charter School.

23. Assessments and State Testing. The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop and maintain a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and District curricular competencies required by law.

The Charter School shall annually notify the District in writing at least thirty (30) calendar days in advance of the date and location of State testing, and the total number of State tests to be administered to Charter School pupils. The Charter School shall provide the District with individual pupil and school-wide State test results. The Charter School shall institute measures to ensure the security of all testing materials.

24. Financial Statements and Records. Upon request, the Charter School shall promptly respond to all District requests for documentation, including any financial records, pursuant to Education Code section 47604.3.

25. Compliance With Other External Source Funding Requirements. The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

26. Dispute Resolution Procedure. In the event of any dispute between the Charter School and the District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement which will be simultaneously submitted to the District Superintendent or designee and the Charter School's Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally shared between the District and the

annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU. The Charter School shall utilize the services of an auditor who will have, at a minimum, a CPA and experience with school and educational institution accounting requirements and practices, and shall be approved by the State Controller on its published list as an educational audit provider.

For reports (a), (c), (d), and (e), above, the Charter School shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

The Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District, in accordance with Education Code section 47604.3. The Charter School agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

21. District Reports. The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

22. Attendance Reporting, School Calendar, and Other Data. The Charter School shall provide the District with a copy of the Charter School's annual attendance calendar no later than July 1, 2019, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to District approval, the Charter School will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School will timely report ADA figures to the District as necessary to enable the school to receive funding. The Charter School will provide the District with a monthly enrollment report no later than the 15th calendar day of the following attendance month. The Charter School will provide all data and reports required by the District in hard copy and electronic data files. The Charter School will submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California

Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

17. Mandated Costs. The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU. The District shall not charge the Charter School for any cost for which the District may claim a mandated cost.

18. Additional Funding Sources. The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. The Charter School shall hold harmless the District for any repayment of any grants and/or additional funding.

19. Grants. The Charter School and the District will cooperate to identify and apply for grants that meet the mutual goals of the District and the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District. The District and the Charter School shall be free to engage in other financial transactions such as loans of money and or property back and forth between the two parties, subject to approval by the District Superintendent.

20. Charter School Budget, Report, and Audits. The Charter School shall prepare and submit to the District the following financial information regarding the Charter School:

a. On or before July 1 of each year, a preliminary budget.

b. On or before July 1 of each year, an annual update (LCAP) required pursuant to Education Code Section 47606.5.

c. On or before December 15 of each year, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.

d. On or before March 15 of each year, a second interim financial report for the current fiscal year reflecting changes through January 31.

e. On or before September 15 of each year, a final unaudited report for the full prior year. The report submitted to the Charter School shall include an

12. Insurance Coverage. The Charter School shall be responsible for obtaining and maintaining all insurance coverage as stated in the Charter. The District will be named an additional insured on the general liability insurance of the Charter School.

13. Special Education Services. The Charter School shall be solely responsible for serving the Charter School's special needs students as stated in the Charter.

14. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed five percent (5%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School.

15. Direct Funding. The Charter School elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the " California Innovative Career Academy" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code section 47635. The School recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the " California Innovative Career Academy," and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed upon by the parties.

16. Payment Schedule. The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the

mark and identify, and maintain a written inventory of all such District and Charter School equipment and materials prior to commencing operations in the 2019-20 school year. The written inventory shall be updated and provided to the District annually. The Charter School shall account for all assets obtained in its financial reports.

8. Administrative Services. The Charter School shall conduct or procure all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

9. Pupil Records. The Charter School shall at all times maintain Charter School pupil records in accordance with any pupil record system utilized by the District, or as agreed upon by the District (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within the District. Notwithstanding Education Code section 47610, the Charter School shall voluntarily agree to comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its Charter, and this MOU.

10. Fingerprint and Criminal Record Summary Services. The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees prior to employment. The Charter School shall comply with the applicable State and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School in accordance with Education Code sections 35021 *et seq.* and 45125.1. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by the law, pursuant to Education Code Sections 44830.1 and 45122.1. The Charter School shall notify the District in writing of its compliance with this paragraph. The Charter School shall make Charter School employee and volunteer fingerprint verification information available to the District upon request.

11. Indemnity. Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School' s operations, failure to comply with District child find policies or have its staff trained in such child find policies to identify special needs students, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: "California Innovative Career Academy." The Charter School and District further agree that upon execution of this MOU, the uncorrected language in the Charter as listed in "Exhibit C," attached hereto and incorporated herein by reference, is deemed corrected as stated therein as a non-material revision to the Charter.

4. Charter School Authority. The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with the District or any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease , or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Charter School Governance. The Charter School will be governed by the Corporation's Board of Directors pursuant to the Charter and its Bylaws. The Charter School's Executive Director shall meet with the District's Superintendent or designee on a quarterly basis during the school year at a time to be scheduled by the District. The meeting may include, but shall not be limited to, a review of the Charter School's financial standing, enrollment trends, educational programs, API, use of District facilities, etc.

Notwithstanding any rule, regulation, Charter provision, or Corporation Bylaw to the contrary, the Corporation, its Board of Directors, and the Charter School shall at all times and in all respects, comply with the Ralph M. Brown Act, the Public Records Act, and all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 *et seq.* and the Political Reform Act (Gov. Code § 81000 *et seq.).*

6. Facility. The Charter School may use space at a District facility located at 1333 Grand Avenue, Sacramento, CA 95838 (hereinafter the "Facility" or "Site") pursuant to terms and conditions set forth in a Facility Use Agreement. The Charter School shall comply with all State and federal laws regarding the use of the Site as school facilities.

7. Equipment and Materials. The Charter School may use District equipment and materials currently located at the Site pursuant to terms and conditions set forth in the Facility Use Agreement. The Charter School shall be solely responsible for purchasing any other equipment and materials necessary to operate its educational programs. The Charter School shall be solely responsible for maintaining all such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall

Board of Trustees

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Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day.

June 13, 2024

Via Email
Highlands Community Charter School
Attn: Mayra Valdivia, Acting Executive Director
1333 Grand Ave.
Sacramento, CA 95838
mayra.valdivia@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Notice of Concern - Facility/Location Changes and MOU Compliance

Dear. Ms. Valdivia and Board Members:

As the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA"), operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCS and CICA in compliance with its approved Charter, the Memorandum of Understanding ("MOU") regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

On June 4, 2024 Natasha Lutsik, Director of Executive Services, HCCTS called and spoke with Sharilyn Warta, Project Manager, TRUSD regarding the lease expiration of both HCCS McClellan sites located at 3144 Palm St, Building 826, McClellan Park, CA 95652 and 5411 Luce Ave., Unit 242, McClellan Park, CA 95652. Ms. Warta followed-up with Ms. Valdivia and Ms. Lutsik on June 5, 2024 via email and requested an update on the plans and mentioned the likelihood of the need for a Material Revision approval regarding establishment of the new facility.

Ms. Valdivia replied to Ms. Warta's email and confirmed HCCTS' closure of both McClellan sites that have been serving HCCS students and the planned addition of a new facility at 3237 Peacekeeper Way, McClellan Park, CA 95652, commencing with the 2024-25 school year. In Ms. Valdivia's email, she also included a list of three additional HCCS sites that will close on June 30, 2024, as well as two sites that already closed on April 30, 2024, without any notice to the District (see below):

Closing June 30, 2024:

- 701 12th Street, Suite 203, Sacramento, CA 95814
- 6270 Elder Creek Road, Sacramento, CA 95824
- 5750 Sunrise Blvd., Suite 100, Citrus Heights, CA 95610

Closed on April 30, 2024:

- 2325 E. 12th Street, Oakland, CA 94601
- 8480 Edes Avenue, Oakland, CA 94621

Additionally, on June 11, 2024 TRUSD discovered multiple discrepancies between the current HCCS MOU Amendment No. 3 site list and the HCCTS site and resource centers listed on the HCCTS June 6, 2024 Board agenda (see enclosed). The HCCTS School Sites and Resource Centers list from the HCCTS Board agenda did not include the following sites:

- American River (Administrative), 3600 American River Drive, #280, Sacramento, CA 95864
- Arden (Warehouse), 901 Arden Way, Sacramento, CA 95815
- Marysville 2, 5961 Franklin Blvd, Sacramento, CA 95901
- Rosemont (Saint John's), 8401 Jackson Road, Sacramento CA 94806
- South Lake Tahoe, 1041 Lyons Avenue, South Lake Tahoe, CA 96150

The School Sites and Resource Centers list from the Board agenda also had two additional locations/suites of which the District is unaware:

- Hillsdale, 5655 Hillsdale Blvd, Suite 16, Sacramento, CA 95842 ("Hillsdale")
- Howe Avenue, 1111 Howe Avenue, Suite 630, Sacramento CA 95842 ("Howe Avenue")

Regarding the opening of new sites, the District refers you to the parties' enclosed MOU Amendment No. 3, which outline HCCTS' responsibility applicable to both HCCS and CICA regarding the establishment of operations at additional sites or moving existing locations. Specifically, each MOU Amendment No. 3 provides:

"*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval*."

Upon receipt of a written request, "*the District shall determine whether the proposed change(s) constitutes a material revision requiring District Board approval*." We note and highlight for your attention that the MOU Amendments expressly state, "*Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter*."

To date we have not received a request to establish a new location at 3237 Peacekeeper Way, McClellan Park in accordance with the MOU Amendment requirements referenced above. Should a request be submitted and it be determined that the establishment of this proposed new location requires a material revision of the HCCS Charter, the District is prepared to collaborate with HCCTS in an effort to get the material revision before the TRUSD Board of Trustees for action as soon as practical.

There is also concern HCCTS has established operations at the Hillsdale and Howe Avenue locations referenced above without complying with the terms of the MOU Amendment.

Action Needed:

- Comply with the terms of the MOU Amendment No. 3 (both HCCS and CICA) regarding establishment of operations at any new locations or moving existing locations, including the proposed new location at 3237 Peacekeeper Way.

- Respond to the District's concern regarding the establishment of operations at the Hillsdale and Howe Avenue locations without complying with the terms of the MOU Amendment No. 3.

The District requests that HCCTS respond to the above concerns by no later than **5:00 PM on July 11, 2024**. Your responses should be directed to the District for my attention.

<u>Location Closures.</u>

To effectively conduct the oversight duties as outlined in the Education Code, and to establish clear expectations for HCCTS, the District will be preparing an addendum to the current MOU Amendment No. 3 for HCCS and CICA to include the District's expectations regarding notification of site closures. Both addenda will outline the following expectations:

- HCCTS should notify TRUSD when it intends to close a location at the end of a school/fiscal year or otherwise. This should be done sufficiently in advance of the intended closure and before closure action is taken. (The District requests at least 30 calendar days prior notice)

- As part of this communication to the District, HCCTS should indicate why it is closing the location and describe where (what other HCCS location) students enrolled at the site to be closed will now be housed/enrolled, and include information about how students will be accommodated at that existing site(s).

- Provide Board agenda/minutes indicating the closure(s) were approved by the HCCTS Board.

While we understand that HCCTS does not necessarily need to obtain the District's approval when closing a location, advanced notification is an expectation. Receipt of the above-mentioned information is important for the District's oversight function to monitor each charter school's ability to continue to successfully implement its educational programs and whether each charter school is implementing the educational program and meeting student needs as described in their respective charters.

Until we are able to get an MOU Addendum in place, the District requests that HCCTS begin notifying the District immediately of any anticipated facility closures in the manner outlined above.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures: HCCS MOU Amendment No. 3
CICA MOU Amendment No. 3
June 6, 2024 HCCTS Board Agenda

cc: Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net, Steve Martinez, Superintendent, TRUSD steve.martinez@trusd.net, Susan Park, Director, California Department of Education, s.park@cde.ca.gov, David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net, Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org
Twin Rivers Unified Board of Trustees:
Michelle Rivas, President, Michelle.Rivas@trusd.net; Michael Baker, Vice President, Michael.Baker@trusd.net; Christine Jefferson, Clerk, Christine.Jefferson@trusd.net; Stacey Bastian, Member, Stacey.Bastian@trusd.net; Basim Elkarra, Member, Basim.Elkarra@trusd.net; Rebecca Sandoval, Member, Rebecca.Sandoval@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

June 28, 2024

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Dr. Steven Martinez, TRUSD Superintendent:

Subject: Notice of Concern: Opening and Closing Sites

We have prepared the following report in response to the notice of concern regarding the Highlands facilities and sites that were recently opened and closed. It also addresses questions and concerns about our MOUs between TRUSD with Highlands and CICA.

If you have any additional questions or concerns, please do not hesitate to contact me at 916-969-7537 or via email at mayra.valdivia@hccts.org.

Thank you,

Mayra Valdivia
Acting Executive Director
Highlands Community Charter and Technical Schools

Peacekeeper Way

As per the new MOU between TRUSD and Highlands, on June 4, 2024, Natasha Lutsik contacted Shari Warta to notify TRUSD regarding opening a new site. Shari Warta emailed on June 5, 2024, and requested that Highlands notify TRUSD of the potential new site (located at 3237 Peacekeeper Way) in writing via email. Please see the email correspondence below:

From: "Sharilyn.Warta" <Sharilyn.Warta@trusd.net>
Date: June 5, 2024 at 13:45:35 PDT
To: Mayra Valdivia <mayra.valdivia@hccts.org>
Cc: Natasha Lutsik <natasha.lutsik@hccts.org>, "Ryan.DiGiulio" <Ryan.DiGiulio@trusd.net>
Subject: Follow-Up to Phone Conversation

Good Afternoon,

I hope you are doing well and able to stay cool in this hot weather. This email is a follow-up to a conversation I had with Natasha yesterday afternoon. During the phone conversation Natasha informed me that HCCTS will be closing the current "McClellan facility" and securing a new building on the same street. We appreciate this prior notice. I had requested the notification in writing via email, but I figured I'd follow up since we do understand that this is an extremely busy season.

Please email the details of the facility closing and the new building address. Also, please note that new facilities do require a Material Revision. A new address, even with a close location to current facilities does constitute a new facility. We are happy to work with you to identify feasible timelines and construct a plan for the Material Revision.

Natasha also mentioned that there are plans to close other facilities. Please include those details in the email as well.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652

From: Mayra Valdivia <mayra.valdivia@hccts.org>
Date: June 5, 2024 at 19:39:14 PDT
To: "Sharilyn.Warta" <Sharilyn.Warta@trusd.net>
Cc: Natasha Lutsik <natasha.lutsik@hccts.org>, "Ryan.DiGiulio" <Ryan.DiGiulio@trusd.net>
Subject: Re: Follow-Up to Phone Conversation

Hi Shari,

Thank you so much for following up. Please see below for details:

- Our leases for **3144 Palm Street, Building 826, McClellan Park, CA 95652** and **5411 Luce Avenue, Unit 242, McClellan Park, CA 95652** expire on June 30, 2024 and there is no option for extension. After careful consideration and an extensive search, we have found a suitable new location nearby at **3237 Peacekeeper Way, McClellan Park, CA 95652** to relocate our classrooms.

The purpose of the phone call from Highlands to TRUSD on June 4, 2024 and email on June 5, 2024 was to ensure clear communication in accordance with

our updated MOU and ensure the appropriate steps were taken. At that time we hoped to receive any feedback necessary from TRUSD to properly address any additional steps needed to comply with the MOU.

Site Discrepancies

According to the TRUSD Notice of Concern dated June 13, 2024, TRUSD discovered multiple discrepancies between the current HCCS MOU Amendment No. 3 site list and the HCCTS site and resource centers listed on the HCCTS June 6, 2024 Board agenda (see enclosed). Listing resource centers on the Board agenda is so the public can join a live Zoom session to participate in our public board meetings. Each of our school sites and resource centers is also technically a teleconference location as provided by the following language in Education Code 47604.1(c)(3) and (4):

(3) (A) For a governing body of an entity managing one or more charter schools located within the same county, the governing body of the entity managing a charter school shall meet within the physical boundaries of the county in which that charter school or schools are located.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(4) (A) For a governing body of an entity that manages two or more charter schools that are not located in the same county, the governing body of the entity managing the charter schools shall meet within the physical boundaries of the county in which the greatest number of pupils enrolled in those charter schools managed by that entity reside.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center.

(C) The governing body of the entity managing the charter schools shall audio record, video record, or both, all the governing board meetings and post the recordings on each charter school's internet website.

The HCCTS School Sites and Resource Centers listed from the HCCTS Board agenda did not include the following sites:

Site #	Name & Address
1	American River (Administrative) 3600 American River Drive, #280, Sacramento, CA 95864
2	Arden (Warehouse) 901 Arden Way, Sacramento, CA 95815
3	Marysville 2 (Baseball Field) - CTE Not yet open to students 5961 Franklin Blvd, Sacramento, CA 95901
4	Rosemont (Saint John's Women's Shelter) 8401 Jackson Road, Sacramento, CA 94806
5	South Lake Tahoe - Not yet open to students 1041 Lyons Avenue, South Lake Tahoe, CA 96150

The five sites listed above are *not* included in the board packet as resource centers because these sites are *not* open or currently not open to the public. The above locations are as follows:

1. Administrative offices for Highlands employees only
2. Warehouse space for Highlands employees only
3. A baseball field for a CTE program for Field Maintenance opening in 24-25
4. St. John's is a women's shelter that provides refuge for our students who are victims of domestic violence
5. This location has not yet opened (as indicated in the site tracker)

According to the notice of concern sent to Highlands Community Charter School on June 13, 2024, Hillsdale and Howe Avenue locations were not established within the parameters of our MOU. According to our records, these sites were included in the Highlands site Tracker provided to TRUSD on December 29, 2023. Please see the table below, which has been captured from the Highlands Site Tracking document. Both Hillsdale and Howe added an additional room or suite at well-established sites within Highlands, which does not constitute a material revision to the charter.

Agency	Charter School	Site	Grades	Physical Address	Site Contact Person	Site Contact #	Hours of Operation
HCCTS	HCCS	Hillsdale	9, 10, 12	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	Iryna Yanytska	916-908-9997	8:30 AM - 3:43 PM 8:30 AM - 2:05 PM (Thurs.)
HCCTS	HCCS CICA	Hillsdale	9, 10, 12	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	Bri Larson	916-365-3258	8:30 AM - 4:30 PM
HCCTS	HCCS	Howe Avenue	n/a	1111 Howe Avenue, #115, Sacramento, CA 95825	Katie Rotaru	916-599-3973	8:00 AM - 4:30 PM
HCCTS	HCCS	Howe Avenue	9, 10, 12	1111 Howe Avenue, #655, Sacramento, CA 95825	Khrystsina Talstyka	916-598-3694	8:30 AM-3:43 PM 3:00 PM- 8:00 PM
HCCTS	CICA	Howe Avenue	n/a	1111 Howe Avenue, #630, Sacramento, CA 95825	Bri Larson	916-365-3258	8:30 AM - 4:30 PM

You will also find the TRUSD board minutes and an attachment showing the TRUSD board approval for both Hillsdale and Howe Avenue locations attached.

2024-2025 School Year

Highlands Community Charter School will continue to comply with the MOU and provide TRUSD with a 30-day written notice regarding potential new sites and site closures, explaining why the site is closing and where the students will be redirected.

Regular and Virtual School Board Meeting
01/23/2024 - 05:30 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

MEETING MINUTES

SCAN ME

Scan the above QR code with your phone to view this meeting agenda on your phone.

Virtual/Livestream Participation:

Our school board meetings will be livestreamed on the Twin Rivers YouTube channel the day of the board meeting. The video will be launched live five minutes prior to the meeting. The public will be able to provide live comments in a virtual format. Please see Instructions for Leaving Public Comment for directions to pre-register to make a live stream comment. Comments must be submitted by 4:30 P.M. Your comments will be considered at the appropriate time on the agenda.

In-Person Participation:

Members of the public may attend in-person and provide public comment by submitting a green public comment card by 6:30 P.M.

Please Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 566-1745 at least 24 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]

The board meeting agenda and supporting documents are available for review on the Twin Rivers Unified School District GAMUT Meetings website. An audio recording of board meetings may be made. Noted on the agenda are approximate times. The Board may adjust the time or sequence of agenda items during the meeting. Regular board meetings shall be adjourned by 10:30 P.M. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date (Board Bylaw 9323). Presentations will not be accepted from members of the public at board meetings without prior approval by the Superintendent or Board of Trustees.

Interpreter Services are available in Spanish and Hmong at Board meetings upon request.

Attendees

Voting Members
Michelle Rivas, Board President
Michael Baker, Vice President
Christine Jefferson, Clerk
Stacey Bastian, Board Member
Basim Elkarra, Board Member

Linda Fowler J.D., Board Member
Rebecca Sandoval, Board Member

Administration Present: Steve Martinez, Ed.D., Superintendent; Gina Carreon, J.D., Chief Business Official; Ryan DiGiulio, Chief Business Official; Lori Grace, Ed.D., Associate Superintendent, School Leadership

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A. 5:30 P.M. CALL TO ORDER by the President

President Michelle Rivas called the regular and virtual meeting to order at 5:30 p.m., in the Board Room/Zoom.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Board Clerk Christine Jefferson announced closed session items listed on the agenda as follows:

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] Multiple Cases – Possible Action

a. APPROVE Resolution No. 1297 - Resolution of Intent to Dismiss and Immediate Unpaid Suspension

b. APPROVE Resolution No. 1298 - Resolution of Intent to Dismiss and Immediate Unpaid Suspension

3. Conference with Legal Counsel – Anticipated Litigation – Initiation of litigation pursuant to Gov. Code section 54956.9(d)(2): two cases

4. Conference with Real Property Negotiators APN# 201-0320-018 and 019 (Government Code Section 54956.8)

5. Student Expulsion Case #A16-24, #A17-24, #A18-24, #A19-24, #A20-24, #A21-24, #A22-24, #A23-24; Student Expulsion Readmission Cases #A26-22, #A31-23, #A56-23, #A65-23, #A66-23. (Education Code Sections 35146 & 48918).

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

President Rivas provided an opportunity for speakers to address the Board under this agenda item prior to the Closed Session, and Trustee Jefferson announced that no public comments were submitted to address the Board.

D. CLOSED SESSION

President Rivas recessed the open session at 5:30 p.m., at which time the Board convened in the Closed Session.

E. 6:30 P.M. RECONVENE

President Rivas reconvened the Open Session at 6:36 p.m.

1. Introduction of Interpreters

The following interpreters introduced themselves: Laura Orozco, Spanish Interpreter; Annie Tch-Thao, Hmong Interpreter.

2. Report Action Taken During Closed Session

Trustee Christine Jefferson reported on the following actions under Closed Session B.2.a and B.2.b:

Action 1 - B.2.a.: Tonight in Closed Session the Board approved Resolution 1297 Intent to Dismiss and Immediate Unpaid Suspension. The vote in this matter was as follows: Ayes - 7, Noes - 0, Absent - 0, Abstain - 0.

Action 2 - B.2.b.: Tonight in Closed Session the Board approved Resolution 1298 Intent to Dismiss and Immediate Unpaid Suspension. The vote in this matter was as follows: Ayes - 6, Noes - 0, Absent - 0, Abstain - 1.

3. Board Action by Separate Vote – Student Expulsion Cases #A16-24, #A17-24, #A18-24, #A19-24, #A20-24, #A21-24, #A22-24, #A23-24; Student Expulsion Readmission Cases #A26-22, #A31-23, #A56-23, #A65-23, #A66-23.

A motion was made to approve Student Expulsion Case #A16-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Abstain
Rebecca Sandoval - Yes

Motion passed my majority vote: 6 - Yes, 0 - No, 1 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A17-24

Motion made by: Michael Baker
Motion seconded by: Michelle Rivas
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A18-24

Motion made by: Michael Baker

Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A19-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A20-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A21-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A22-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A23-24

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A26-22

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A31-23

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes

Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A56-23

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A65-23

Motion made by: Michael Baker
Motion seconded by: Basim Elkarra
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Readmission Case #A66-23

Motion made by: Basim Elkarra
Motion seconded by: Michael Baker
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

4. Pledge of Allegiance Led by Trustee Michael Baker

Vice President Michael Baker led the Pledge of Allegiance

F. REPORTS

Board of Trustees

Basim Elkarra
President

Stacey Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

August 5, 2024

Via Email

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

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Notice of Concern – Facility/Location Changes and MOU Compliance
TRUSD Requests regarding HCCTS' Response Dated June 28, 2024

Dear Mr. McGuire and Board Members:

By correspondence dated June 13, 2024, the Twin Rivers Unified School District (District or TRUSD) sent the above-referenced Notice of Concern to Highlands Community Charter and Technical Schools (HCCTS), identifying several concerns related to the operations of HCCTS, which included advanced notification before closing or opening sites and an discrepancy between the current list of sites as outlined in the MOU Amendment No. 3 for both Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA).

The District specifically requested the following actions be taken:

- Comply with the terms of the MOU Amendment No. 3 (both HCCS and CICA) regarding establishment of operations at any new locations or moving existing locations, including the proposed new location at 3237 Peacekeeper Way.
- Respond to the District's concern regarding the establishment of operations at the Hillsdale and Howe Avenue locations without complying with the terms of the MOU Amendment No. 3.

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

The District's communication also outlined a concern regarding discrepancies between the MOU Amendment No. 3 site list and those listed on the HCCTS June 6, 2024, Board agenda. Additionally, the District communicated that an addendum to the current MOU Amendment No. 3 would be drafted to include the following expectations and requested that HCCTS begin notifying the District of any anticipated facility closures in the manner outlined below:

- HCCTS should notify TRUSD when it intends to close a location at the end of a school/fiscal year or otherwise. This should be done sufficiently in advance of the intended closure and before closure action is taken. (The District requests at least 30 calendar days prior notice.)
- As part of this communication to the District, HCCTS should indicate why it is closing the location and describe where (what other HCCS location) students enrolled at the site to be closed will now be housed/enrolled, and include information about how students will be accommodated at that existing site(s).
- Provide Board agenda/minutes indicating the closure(s) were approved by the HCCTS Board.

By correspondence dated June 28, 2024, HCCTS responded to our above-referenced Notice of Concern with the attached correspondence and information enclosed. Based on our review of the response and information provided, we request the following additional information/explanation be provided:

1. **Compliance with terms of the MOU**

   TRUSD Findings/Information Requests – Action Needed:

   - Although HCCTS' response indicated that the purpose of the communications on June 4, 2024, and June 5, 2024, was to comply with the terms of the current MOU, to date the District has not received a request to establish a new location at 3237 Peacekeeper Way, McClellan Park as required by the MOU Amendment No. 3 for CICA and HCCS.
   - As per the MOU Amendments for both HCCS and CICA, HCCTS needs to provide written request which includes relevant background information including lease agreements, budgetary documentation and a description of the operations to be established at the location.

2. **Hillsdale and Howe Avenue Locations**

   TRUSD Findings/Information Requests – Action Needed:

   - HCCTS indicated that they believe the addition of a suite at an approved location does not constitute a material revision to the charter. While the addition of a suite at a currently approved location may not constitute a material revision, the District reiterates the need for HCCTS to comply with the current MOU Amendment No. 3 and notify TRUSD, in writing of any proposed changes so the District is able to determine whether the proposed changes constitute a material revision. This advanced communication is absolutely necessary for the District to effetely conduct the oversight duties as outlined in the Education Code.

3. **Site List Discrepancies**

   TRUSD Findings:

   - HCCTS' reply sufficiently answers the District's concern regarding the discrepancies on the site lists. No further action on this item is requested at this time.

4. **Advanced Notification Before Site Closures**

   TRUSD Findings

   - HCCTS indicated that they will provide a 30-day written notice regarding "potential new sites and site closures". The District appreciates HCCTS willingness to implement this process which we anticipate memorializing in a further amendment to the HCCS and CICA MOUs. However, the District notes that HCCTS did not provide advanced notification before closing the sites listed below:
     - 2325 E. 12th Street, Oakland, CA 94601
     - 8484 Edes Avenue, Oakland, CA 94621

The District requests that HCCTS respond to the items listed above by no later than 5:00 PM on **September 3, 2024**. Your response should be directed to the District for my attention.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District

Enclosure: HCCTS Response dated June 28, 2024

cc: Susan Park, Director, California Department of Education, spark@cde.ca.gov, David Gordon, Sacramento County Superintendent of Schools, dgordon@scoe.net, Mike Fine, Chief Executive Officer FCMAT, mfine@fcmat.org

Twin Rivers Unified Board of Trustees:
Basim Elkarra, President, Basim.Elkarra@trusd.net; Stacey Bastian, Vice President, Stacey.Bastian@trusd.net; Christine Jefferson, Clerk, Christine.Jefferson@trusd.net; Michael Baker, Member, Michael.Baker@trusd.net; Sharon Reichelt, Member, Sharon.Reichelt@trusd.net; Rebecca Sandoval, Member, Rebecca.Sandoval@trusd.net; Sascha Vogt, Member, Sascha.Vogt@trusd.net

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

1. Student Board Members

Leah Nelson provided updates regarding Grant Union High School. She reported on the various celebrations that took place before the winter recess. Firstly, the school's Hmong Club hosted a celebration of Hmong New Year which included performances and cultural dances. During the Week of Thanks, students presented Thank You-Grams to teachers and other school staff. The Si Se Puede Club hosted the Posada Celebration. Miss Nelson shared that she enjoyed all the celebrations and the new experiences they brought. In addition to these celebrations, students at Grant also celebrated Winter Spirit Week, which Miss Nelson also enjoyed. In January, Grant hosted the MLK celebration, which began with a march in honor of Dr. Martin Luther King Jr. where the Del Paso Heights community and other community members participated. Miss Nelson mentioned that Grant is preparing for middle school student visits, during which they will showcase the Pacer core values, school spirit, and the campus overall. She also announced the upcoming Valentine's-Grams for February to show appreciation to staff and other students. In terms of upcoming events, Miss Nelson mentioned the basketball celebrations that will take place as the playoff season begins. Grant will also host an assembly to recognize student achievement during the first semester. Miss Nelson also mentioned the financial literacy project she has been a part of and announced that Golden Once Credit Union will be presenting a check to the ASB team to help promote attendance, academic success, and student activities on campus. She extended an invitation to the Board and Superintendent to attend the presentation.

2. Board President

No report.

3. Superintendent

Superintendent Dr. Steve Martinez thanked Miss Nelson for her excellent report and welcomed everyone to the meeting. He shared that over the past weekend, Kindergarten Roundups had been conducted at three schools to help parents of incoming kindergartners with enrollment and provide information regarding the TK and Kindergarten programs and that similar events will continue throughout the spring. Dr. Martinez also expressed his gratitude to the Twin Rivers Police Department for their support during the MLK parade that started at Grant HS and announced that the MLK Committee presented a plaque to Twin Rivers USD for the work being done in the Del Paso Heights community. Trustee Jefferson accepted the award during the MLK celebration in January. The committee recognized the District for the work being done in the community at schools and with students during school and beyond the school day, including co-curricular activities such as sports, arts, and other activities. Dr. Martinez announced that the graduation rate for Twin Rivers was officially at 91.4% and stated that Grant HS's graduation rate was above 90%, he congratulated everyone for their great work. Dr. Martinez highlighted the Dual Enrollment program and the two students from Grant HS who graduated with both a high school diploma and an AA degree last school year. He mentioned the District's goal of having at least 100 students graduate with an AA degree on top of their high school diploma in three years. He shared that over 300 students are currently enrolled in the Dual Enrollment program, which will commence in the springtime, and thanked the counseling team and School Leadership for leading the efforts in enrolling students in the program.

G. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

A motion was made to approve the Personnel Recommendations

Motion made by: Michael Baker

Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

H. RECOGNITION

1. PRESENT AND ADOPT Resolution No. 1293 National African American History Month - February 2024

A motion was made to approve Resolution No, 1293 National African American History Month - February 2024.

Motion made by: Christine Jefferson
Motion seconded by: Basim Elkarra
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

Trustee Christine Jefferson read Resolution No. 1293 National African American History Month - February 2024.

2. PRESENT AND ADOPT Resolution No. 1294 National School Counseling Week - February 5-9, 2024

A motion was made to approve Resolution No. 1294 National School Counseling Week - February 5-9, 2024

Motion made by: Rebecca Sandoval
Motion seconded by: Linda Fowler J.D.
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

Trustee Rebecca Sandoval read Resolution No. 1294 National School Counseling Week - February 5-

9, 2024.

I. CONSENT AGENDA

A motion was made to approve the consent agenda except for items; I.4, I.12, I.24, I.25 and I.26 to be voted separately.

Trustee Fowler and President Rivas requested to pull items I.4, I.12, I.24, I.25 and I.26 to be voted separately and provided the following statement "I am employed by the Highlands Community Charter and Technical Schools as a Site Administrator at Highlands Community Charter School. Since the Board will be considering approval of an action that would impact the Charter School, I am recusing myself from all participation on the items, as I alwasy do, including any discussion, deliberation, and vote regarding the items. This disclosure and my abstention will be recorded in the minutes of this meeting. "

Motion made by: Michael Baker
Motion seconded by: Basim Elkarra
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Recuse
Rebecca Sandoval - Yes

Motion passed by majority vote: 6 - yes, 0- No, 0 - Abstain, 1 - Absent

A motion was made to approve the following items together: I.12, I.24, I.25 and I.26

Motion made by: Michael Baker
Motion seconded by: Michelle Rivas
Voting:
Michelle Rivas: Yes
Michael Baker: Yes
Christine Jefferson: Yes
Stacey Bastian: Yes
Basim Elkarra: Yes
Linda Fowler: Recuse
Rebecca Sandoval: Yes

Motion passed by majority vote: 6- Yes, 0 - No, 0 - Abstain, 1 - Absent

1. APPROVE December 12, 2023, Regular and Virtual School Board Meeting Minutes

2. APPROVE December 12, 2023, Special and Virtual School Board Meeting Minutes

3. RATIFY Routine Administrative Contracts Below $35,000

4. APPROVE Routine Administrative Contracts $35,000 and Above

A motion was made to approve the Routine Administrative Contracts $35,000 and Above

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Recuse
Rebecca Sandoval - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

5. APPROVE Routine Construction Contracts $35,000 and Above

6. RATIFY Payment of Salaries and Bills for December 2023

7. APPROVE Out-of-State Travel and Overnight School Sponsored Trips

8. AWARD Contract for Hazardous Waste Disposal & Consulting Services

9. AWARD Contract for the Hagginwood Elementary School Fire Alarm Replacement Project

10. AWARD Contract for the Smythe 7/8 School Clock/Bell/PA Project

11. ADOPT Resolution No. 1289 Authorizing the Purchase of Cafeteria Furniture Solutions

12. APPROVE 2024-2025 Staffing Handbook

Trustee Fowler requested clarification regarding the funding of specific allocations stated in the Staffing Handbook, such as library services and intervention services.

Gina Carreon stated that elementary library media services are provided for schools with an enrollment of 0-500 for 1-3 hours per day.

Dr. Lori Grace stated that the district funds Intervention and MTSS Specialists. A higher intervention ratio is observed at the elementary level.

Trustee Elkarra inquired about intervention allocations, specifically Academic Intervention Specialists. He expressed hope that the specialists would be funded to help schools use their site funds for academic support.

Dr. Grace clarified that Academic Intervention Specialists are funded through Title 1 and site Title 1, rather than the site's general funds.

Trustee Sandoval has requested a separate discussion specifically focused on student interventions.

President Rivas expressed that student interventions would be brought up for a vote to have it as an agenda item.

Trustee Baker expressed that he would approve the handbook but that in the future, he would like to see more funding allocations for elementary school libraries. He suggested that such allocations

would enable the libraries to provide services beyond regular school hours, such as before and after school and during lunchtime.

Dario Gonzalez, Academic Intervention Specialist, spoke about the Staffing Handbook. He praised the incredible programs, interventions, and overall work being done at our school sites to educate and support students. Mr. Gonzalez emphasized that students can benefit from the services proposed in the Staffing Handbook only when they are present at school. He also pointed out that the district does not provide funding for positions whose primary role is to address truancy and chronic absenteeism. Additionally, Mr. Gonzalez specifically addressed Las Palmas and the staffing allocation in the handbook.

13. APPROVE Student Calendars for the 2024-2025, 2025-2026 and 2026-2027 School Years

14. RATIFY Purchase Order Board Report

15. AWARD Contract for the Smythe Academy P-6 Kitchen Remodel Project

16. AWARD Contract for the Hazel Strauch Elementary School Clock/Bell/PA Project

17. AWARD Contract for the Westside Elementary School Kitchen Remodel Project

18. AWARD Contract for the Woodlake Elementary School Clock/Bell/PA Project

19. APPROVE Revised Educator Effectiveness Block Grant

20. ADOPT Resolution 1290 Authorizing the Purchase of Classroom Furniture Under Piggybackable Los Rios Community College District Agreement

21. ADOPT Resolution No. 1291 Authorize the Substitution of Vendors and the Purchase of Vehicles via Department of General Services Contract

22. ADOPT Resolution No. 1292 Authorize the Purchase of Office Furniture via California Multiple Award Schedules (CMAS) Agreement

23. ADOPT Resolution No. 1285 Authorizing the Procurement of Pre-Fabricated Buildings via California Multiple Award Schedules Contract for the Universal Transitional Kindergarten Program at Madison Elementary

24. APPROVE California Innovative Career Academy Facilities Use Agreement

25. ADOPT Amendment No. 3 to the California Innovative Career Academy Memorandum of Understanding

26. ADOPT Amendment No. 3 to the Highlands Community Charter School Memorandum of Understanding

Maria Elena, representative of Padres Organized Community, expressed concern of the Padres Organized Community in regard to the extension of the Highlands Community Charter Schools MOU. She also voiced her concerns for the community.

27. ADOPT Resolution No. 1295 Authorizing the Procurement of Replacement Turf via California Multiple Award Schedule Contract for the Rio Linda High School and Highlands High School Baseball-Softball Complexes

28. APPROVE Auction/Disposal/Donation of Surplus Personal Property

29. APPROVE Purchase and Sale Agreement with Sacramento Area Flood Control Agency

30. ADOPT Resolution No. 1299 Declaring Its Intention to Convey an Easement to Sacramento Area Flood Control Agency

31. APPROVE Twin Rivers 2024-2025 High School Course Catalog

Maria Elena, representative of Padres Organized Community, acknowledged the district's efforts to improve the curriculum. However, she expressed concern for students who are monolingual or learning English as a second language. She noted that the California Dashboard lacks information on English Language Learners. Elena emphasized the need for students to have adequate tools to succeed and advance to higher learning.

J. ORAL COMMUNICATIONS - ORGANIZATIONS

1. Employee Organizations

Rebecca LeDoux, TRUE President, cited the legacy of Dr. Martin Luther King, Jr. regarding education and expressed her hopefulness that educators across the District are advocating for educational justice. She expressed her concerns regarding the recent report about a local charter school and the allegations made during the report. She invited the public to visit information at Facebook.com TRUE Association.

K. ORAL COMMUNICATIONS - HEARING OF PUBLIC

Jacob Walker, community member, announced that he was one of the founders of the Highlands Community Charters. He expressed gratitude to the Board and Superintendent for their support during the formation of the charter and specifically thanked the late Bob Bastian for his support of the technical school and expressed that he was glad to see Trustee Stacey Bastian on the Board. However, Mr. Walker alleged that there were violations that occurred after the charter's establishment. He stated that he would be submitting evidence to support his allegations and hoped that the Board would take notice.

Brittoni Ward, TRUE member, expressed her concerns about a recent report on a local charter school, and she spoke about concerns that district educators and the community have voiced to her that we need to prioritize the student's needs.

Jeff Yazel, teacher at Hagginwood Elementary, shared his experience of working in the District. He expressed his concerns about the process for addressing concerns. Additionally, Mr. Yazel shared concerns regarding training.

Maria Elena, representative of Padres Organized Community, mentioned that she is a former member of the District’s Parent Advisory Committee for Native students. She expressed her desire to see Native students complete the A-G requirements, which will prepare them for a four-year university. She stated that even though she doesn't have any students in the District, members of the Padres Organized

Community have shared their concerns with her regarding their students' education. She also voiced her concerns about the report on the local charter school.

Daniel Perez, teacher at Highlands Community Charter Schools, spoke regarding the rate of graduation for his students. He mentioned that he is a lead member of several charter committees and has initiated several new sites for the charter but had concerns regarding the recent report about the charter and the allegations made in the report, and expressed his observations for the need for oversight.

Amanda Aguirre, former Highlands Community Charter Schools (HCCS) teacher, described her assignment at the charter as a teacher and mentor. She described her observation regarding the HCCS administration pertaining to reports submitted regarding attendance and expressed her thoughts on the need for oversight of the charter.

Araceli Perez, community stakeholder, who advocated for the approval of Highlands Community Charter Schools said she did this to support efforts for alternative funding for adult education. Ms. Perez also discussed the funding practices alleged to be followed by the charter and the hiring practices for teachers.

Tara Jacobs, community member, spoke of the allegations made in a recent report about a local charter; she spoke of oversight and concerns of student site council violations.

Anna Aguilar, TRUE member, expressed her concerns about the alleged findings of the recent report on a local charter. She described allegations made in the report and her accounts on charter practices also described in the report.

L. HEARING OF PUBLIC (If Needed)

1. PUBLIC HEARING and ADOPTION of Resolution No. 1296 Authorizing District Staff to Request a Waiver Renewal of a Portion of the Surplus Disposition Process for the Village 13 Property

President Rivas called the Public Hearing at 7:38 p.m. for comments regarding Resolution No. 1296 Authorizing District Staff to Request a Waiver Renewal oa a Portion of the Surplus Disposition Process for the Village 13 Property.

There were no comments.

President Rivas closed the Public Hearing at 7:38 p.m.

A motion was made to adopt Resolution No. 1296 Authorizing District Staff to Request a Waiver Renewal of a Portion of the Surplus Disposition Process for the Village 13 Property.

Motion made by: Michael Baker
Motion seconded by: Linda Fowler J.D.
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Yes
Rebecca Sandoval - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

M. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. PRESENT and ACCEPT the 2022-23 Independent Financial Audit Report

Kate Ingersoll, Executive Director of Fiscal Services, introduced Aspen Cloud Hall, CPA, Senior Manager at Gilbert Associates, Inc. Ms. Hall provided a review of the Twin Rivers Unified School District 2022-2023 Independent Financial Audit Report. There are no internal control or Federal compliance findings. There is one State compliance finding, but there is no financial impact to the District. Ms. Hall commended the Fiscal Services team for the assistance and support provided to the auditors during the internal audit.

A motion was made to accept the 2022-23 Independent Financial Audit Report

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Michelle Rivas - Yes
Michael Baker - Yes
Christine Jefferson - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Linda Fowler J.D. - Abstain
Rebecca Sandoval - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 1 - Abstain, 0 - Absent

Ms. Hall thanked Kate and the team for their hard work and support throughout the years. She expressed that the district should be proud of Kate and the team's dedication to serving students.

President Rivas thanked Ms. Hall for her kind words and expressed her recognition for the exceptional team the district has. She also acknowledged the yearly recognition received as a result of financial stability and transparency in the budget process. Finally, she thanked Ms. Hall for her auditing services.

2. PRESENT Budget Update on 2024-25 Governor's Budget Proposal

Ryan DiGiulio, Chief Business Official, and Kate Ingersoll, Executive Director of Fiscal Services, provided an update and presentation on the District's current budget and planning for the 2024-2025 budget process. The presentation included reports regarding the Governor's 2024-2025 Budget Proposal–January 2024; the impact to Twin Rivers USD's budget; the next steps and key takeaways; reference for developing the budget; reference for planning, goal setting, and financial policies; reference for understanding California school finance; multiyear projections (MYPs); and reference for monitoring the district's budget. It was reported that the next steps in budget development for 2024-2025 include the completion of staffing meetings with sites and departments, updating the multiyear projections (2023-24 Second Interim Report) to include the key items from The Governor's January Budget Proposal; obtaining sites' and departments' detailed budgets; incorporation of the LCAP; updates from the Governor's May Revise Budget; and the 2024-25 TRUSD Adopted Budget in June.

N. BOARD/SUPERINTENDENT COMMUNICATION

Vice President Baker requested an update on the Citizens Board Oversight Committee's work thus far.

Superintendent Martinez expressed that the District will provide an update with the Board Communication, and Mr. DiGiulio added that the annual report will be presented to the Board during the April Board meeting.

Trustee Rebecca Sandoval has requested that recommendations for approval by the Board for management positions be placed on the agenda as a separate item, in addition to the Board review of management applications with recommendation materials. She also requested a report regarding student discipline.

O. BOARD COMMENTS

Trustee Rebecca Sandoval provided an update on the construction of Joshua House, which is a hospice located near Garden Valley Elementary. She has been actively advocating for the community and the district by requesting updates during City Hall meetings and voicing her concerns about safety measures despite facing opposition. Trustee Sandoval expressed her satisfaction that Dr. Martinez is sending another letter to the City Council to request updates and provide safety plans for students, staff, and the neighborhood.

Trustee Stacey Bastian congratulated the Rio Linda High School wrestling team and expressed that it is great to see our students participating in sports. She also expressed her enjoyment in visiting schools and thanked the teachers, staff, and administrators for their amazing work.

Vice President Baker mentioned that he had the honor of graduating from Foothill High School back in 1997. He also mentioned being the first to jump in the newly-built pool. He expressed his appreciation for everyone's hard work in making the Aquatic Center at Foothill High School a beautiful place. As a parent of a graduating senior and an incoming freshman, he conveyed his gratitude towards the efforts put into it. Moreover, he stated that the neighborhood is thrilled about the upcoming baseball/softball field and eagerly awaits its completion.

Trustee Christine Jefferson expressed her gratitude towards Leah Nelson, a Student Board member representing Grant High School, for her report on Grant and for inviting her to the Golden One presentation. Ms. Jefferson also expressed her pride for Ms. Nelson's accomplishments and commended her for being an "A" student. Furthermore, she thanked the District for the newly opened TK building at Castori, which will serve a lot of students and is an additional bright light in the community. Trustee Jefferson congratulated the cheerleading team for winning a championship and mentioned the award she accepted on behalf of Twin Rivers for all the work the District has accomplished in the community. Finally, she expressed her gratitude towards Grant High School and the Dr. Martin Luther King Committee for the honor.

Trustee Linda Fowler mentioned Dr. Martinez's announcement of a 91.4% graduation rate and expressed her belief that the district should aim for 100%. She congratulated the teachers and administrators for enrolling 304 freshmen in the Dual Enrollment program with American River College, who will contribute to achieving this goal and also have the opportunity to earn college credits. She emphasized that this achievement is something to be proud of, especially for the staff, who are the backbone of providing such opportunities for the students, and stated that the District is on its way to 100%.

President Michelle Rivas commended everyone for the impressive graduation rate achieved. She expressed her appreciation for the collective effort and hard work that led to this success. Furthermore,

she thanked the parents for their unwavering support and acknowledged the Board for their significant contribution. She also highlighted that although the Board may not always agree on everything, their diverse perspectives have a positive impact. President Rivas also expressed her pride in the Board and their accomplishments, professionalism, and for always keeping their focus on the students they were elected to represent.

P. BOARD MEET IN SECOND CLOSED SESSION (If Needed)

A second session was not needed.

Q. CLOSED SESSION

A second session was not needed.

R. RECONVENE IN PUBLIC SESSION

1. Report on Any Action Taken in Closed Session [Government Code Section 54957.1]

A second session was not needed.

2. Announcement of Next Meeting

The Board of Trustees is scheduled to meet again, unless otherwise announced and approved by the Board of Trustees, on Tuesday, February 27, 2024, for a Regular In-Person/Virtual School Board Meeting at 6:00 p.m. (closed session) and 6:30 p.m. (public session) to be held in person at 5115 Dudley Boulevard, Bay A, McClellan Park, CA 95652 and live stream on the Twin Rivers YouTube channel.

S. ADJOURN

There being no other business, President Michelle Rivas adjourned the meeting at 8:29 p.m.

T. January 23, 2024, MULTILINGUAL AGENDA

Note: Agendas for the January 23, 2024, regular and virtual school board meeting were posted and made available in English and Spanish to the public.

Clerk of the Board

MEMORANDUM OF UNDERSTANDING
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
(California Innovative Career Academy Charter School)

AMENDMENT NO. 3

This AMENDMENT NO. 3 ("AMENDMENT NO. 3") to the Memorandum of Understanding ("MOU") entered into by and between the Twin Rivers Unified School District (hereinafter, "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools (hereinafter "Corporation"), a nonprofit public benefit corporation duly organized under the laws of the State of California, operating the California Innovative Career Academy (hereinafter "CICA"), a public charter school organized and existing under the laws of the State of California (hereinafter Corporation and CICA collectively referred to as "Charter School"). (District and Charter School are collectively referred to herein as, the "Parties".)

WHEREAS, the Charter petition for the establishment of the Charter School ("Charter") was first authorized by the District in 2019 for a term running through June 30, 2024;

WHEREAS, the Charter School's current Charter term runs through June 30, 2027;

WHEREAS, the Parties previously entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding the Charter School's program, operation, structure, and obligations. A copy of the MOU is attached hereto as "Exhibit A," and incorporated herein by reference; and

WHEREAS, pursuant to a prior amendment to the MOU entered into by and between the Parties, the term of the MOU runs through June 30, 2027, and

WHEREAS, the Parties desire to amend the MOU according to the terms of this AMENDMENT NO. 3.

The MOU is hereby amended as follows:

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

2. Facilities.

a. *Facilities Locations.* In addition to its main campus located at 1333 Grand Avenue, Sacramento, CA 95838, the Charter School is authorized by the District to operate at the locations identified in the Facilities Site List at Exhibit "B" to this AMENDMENT NO. 3.
If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

If the District determines that the proposed change(s) does not constitute a material revision, the Charter School may establish operations at the proposed location(s) after receiving prior written approval by the District.

If the District determines that the proposed change(s) does constitute a material revision, then the changes(s) must be approved by the District Board of Trustees before the Charter School may commence operations at the proposed location(s). Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter.

Prior to commencing operations at any new facility location, the Charter School shall obtain appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, as may be required to ensure the facilities are safe for staff and students. Charter School shall provide the District with documentation demonstrating compliance with all appropriate permits and approvals needed for occupancy and invite the District to visit the Charter School site/facility for an inspection and review prior to the time the Charter School is scheduled to establish operations at the location.

b. *Facility Safety.* Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or with the California Building Standards Code. All facilities utilized by the Charter School shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities by a certified third party to ensure that they are maintained in an operable condition at all times. The Charter School shall keep written records of these inspections on file for at least one (1) year after the date of the inspection and provide such records to the District upon request.

c. *Documentation.* The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances, as applicable, for each facility location. Such documentation shall be provided to the District upon request.

3. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1 %) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Revenue of the Charter School" for purposes of this calculation means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03. Charter School and District agree that the "supervisorial oversight" as used in Education Code section 47613 shall include the following:

   (a) Review and revision of the MOU and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Charter School and the District.

   (b) All activities related to the charter renewal and material revision, and revocation processes, including any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

   (c) Activities related to monitoring the performance and compliance of Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.

   (d) Review of the Charter School's annual independent fiscal and programmatic audit reports and related processes related to the Charter School's annual audit.

   (e) Completion of the following duties under Education Code section 47604.32:

      (1) Visiting Charter School at least annually.
      (2) Ensuring that Charter School complies with all reports required of charter schools by law.
      (3) Monitoring the fiscal condition of Charter School, including review of annual fiscal audit of the Charter School.
      (4) Providing timely notification to the California Department of Education if any of the following circumstances occur: Renewal of the Charter is granted or denied; the Charter is revoked; or, Charter School ceases operation for any reason.
      (5) Any review of teacher credentials pursuant to Education Code section 47605(l).
      (6) All costs incurred by the District for performance of the requirements specified in Education Code section 47607.3.
      (7) Participation in the dispute resolution process described in the Charter.

4. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this AMENDMENT NO. 3 subject to approval/ ratification by the Parties respective governing boards.

5. Subject to Ratification. This Agreement is subject to the approval/ratification of both the District's Board and the Charter School Board of Directors.

6. Counterparts. This AMENDMENT NO. 3 may be executed in counterparts and be as valid and binding as if all Parties signed the same copy. Signature of copies of this AMENDMENT NO. 3 transmitted by facsimile or electronic mail, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this AMENDMENT NO. 3 as of the dates shown below.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

Dated: 1/23/24

Steve Martinez, Ed.D.
Superintendent

CHARTER SCHOOL

Dated: 1/11/2024

Ernie Daniels
Corporate President, Board of Directors
Highlands Community Charter and Technical Schools

EXHIBIT "A"

CICA MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 16th day of January, 2020, by and between the Twin Rivers Unified School District (hereinafter "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the California Innovative Career Academy ("CICA"), a California public charter school (hereinafter Corporation and CICA collectively referred to as "the Charter School").

WHEREAS, the District' s Board of Trustees ("Board") granted the Corporation a Charter to operate CICA at a public meeting on June 25, 2019, for a term of five (5) school years commencing on July 1, 2019 and ending on June 30, 2024, pursuant to Resolution No. 777 adopted by the Board, attached hereto as "Exhibit A;" and

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding CICA's funding and programs, the District's statutorily prescribed supervisory oversight of the Charter School; and

WHEREAS, the Charter School's program, operation, structure, and obligations in operating the school are set forth in the Charter, attached hereto as "Exhibit B," and incorporated herein by reference; and

WHEREAS, the Charter School and District further desire to address any remaining uncorrected language in the Charter, as conditionally approved and required to be corrected by Resolution No. 777, as referenced in Paragraph 3 below; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agrees as follows:

1. Term. This MOU shall commence on July 1, 2019 and end on June 30, 2024, as specified in Paragraph 2, below. This MOU is subject to termination for cause, as specified in Paragraph 28, below, including revocation of the Charter as specified in Paragraph 27, below.

2. Renewal. This MOU shall be automatically renewed for an additional fiscal year commencing July 1, 2020, and on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the Board pursuant to Education Code section 47607.

3. Designation of Charter School and Non-Material Revisions to Charter. The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The

Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: "California Innovative Career Academy." The Charter School and District further agree that upon execution of this MOU, the uncorrected language in the Charter as listed in "Exhibit C," attached hereto and incorporated herein by reference, is deemed corrected as stated therein as a non-material revision to the Charter.

4. Charter School Authority. The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with the District or any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease , or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Charter School Governance. The Charter School will be governed by the Corporation's Board of Directors pursuant to the Charter and its Bylaws. The Charter School's Executive Director shall meet with the District's Superintendent or designee on a quarterly basis during the school year at a time to be scheduled by the District. The meeting may include, but shall not be limited to, a review of the Charter School's financial standing, enrollment trends, educational programs, API, use of District facilities, etc.

Notwithstanding any rule, regulation, Charter provision, or Corporation Bylaw to the contrary, the Corporation, its Board of Directors, and the Charter School shall at all times and in all respects, comply with the Ralph M. Brown Act, the Public Records Act, and all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 *et seq.* and the Political Reform Act (Gov. Code § 81000 *et seq.).*

6. Facility. The Charter School may use space at a District facility located at 1333 Grand Avenue, Sacramento, CA 95838 (hereinafter the "Facility" or "Site") pursuant to terms and conditions set forth in a Facility Use Agreement. The Charter School shall comply with all State and federal laws regarding the use of the Site as school facilities.

7. Equipment and Materials. The Charter School may use District equipment and materials currently located at the Site pursuant to terms and conditions set forth in the Facility Use Agreement. The Charter School shall be solely responsible for purchasing any other equipment and materials necessary to operate its educational programs. The Charter School shall be solely responsible for maintaining all such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall

mark and identify, and maintain a written inventory of all such District and Charter School equipment and materials prior to commencing operations in the 2019-20 school year. The written inventory shall be updated and provided to the District annually. The Charter School shall account for all assets obtained in its financial reports.

8. Administrative Services. The Charter School shall conduct or procure all of its own administrative and business services including, but not limited to, academic, special education, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

9. Pupil Records. The Charter School shall at all times maintain Charter School pupil records in accordance with any pupil record system utilized by the District, or as agreed upon by the District (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within the District. Notwithstanding Education Code section 47610, the Charter School shall voluntarily agree to comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its Charter, and this MOU.

10. Fingerprint and Criminal Record Summary Services. The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees prior to employment. The Charter School shall comply with the applicable State and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School in accordance with Education Code sections 35021 *et seq.* and 45125.1. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by the law, pursuant to Education Code Sections 44830.1 and 45122.1. The Charter School shall notify the District in writing of its compliance with this paragraph. The Charter School shall make Charter School employee and volunteer fingerprint verification information available to the District upon request.

11. Indemnity. Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School' s operations, failure to comply with District child find policies or have its staff trained in such child find policies to identify special needs students, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

12. Insurance Coverage. The Charter School shall be responsible for obtaining and maintaining all insurance coverage as stated in the Charter. The District will be named an additional insured on the general liability insurance of the Charter School.

13. Special Education Services. The Charter School shall be solely responsible for serving the Charter School's special needs students as stated in the Charter.

14. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed five percent (5%) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a)(1) through (5), only. "Revenue" for purposes of this calculation is defined pursuant to Education Code section 47613(f) in the current fiscal year from the local control funding formula calculated pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School.

15. Direct Funding. The Charter School elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the " California Innovative Career Academy" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code section 47635. The School recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the " California Innovative Career Academy," and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever, unless mutually agreed upon by the parties.

16. Payment Schedule. The Charter School shall pay the supervisorial oversight fee and any other fees in quarterly installments for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the

Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School. The District may elect to offset and deduct any such fees from the District in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount of any such offset.

17. Mandated Costs. The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU. The District shall not charge the Charter School for any cost for which the District may claim a mandated cost.

18. Additional Funding Sources. The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. The Charter School shall hold harmless the District for any repayment of any grants and/or additional funding.

19. Grants. The Charter School and the District will cooperate to identify and apply for grants that meet the mutual goals of the District and the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District. The District and the Charter School shall be free to engage in other financial transactions such as loans of money and or property back and forth between the two parties, subject to approval by the District Superintendent.

20. Charter School Budget, Report, and Audits. The Charter School shall prepare and submit to the District the following financial information regarding the Charter School:

a. On or before July 1 of each year, a preliminary budget.

b. On or before July 1 of each year, an annual update (LCAP) required pursuant to Education Code Section 47606.5.

c. On or before December 15 of each year, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.

d. On or before March 15 of each year, a second interim financial report for the current fiscal year reflecting changes through January 31.

e. On or before September 15 of each year, a final unaudited report for the full prior year. The report submitted to the Charter School shall include an

annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU. The Charter School shall utilize the services of an auditor who will have, at a minimum, a CPA and experience with school and educational institution accounting requirements and practices, and shall be approved by the State Controller on its published list as an educational audit provider.

For reports (a), (c), (d), and (e), above, the Charter School shall also provide with each financial report supporting and/or back up information, including but not limited to multi-year projections for current and two subsequent years, assumptions used for two subsequent years, explanation for major variances by category between reporting periods, enrollment projection, ADA P2 projection by grade level, COLA & Deficit percentage, calculation used for determining general purpose funding, list of statutory benefit rates, list of H&W rates and number of participants, and number of FTEs for certificated and classified employees for each year.

The Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records, cash flow and budget, and ADA P2 projections from the District, in accordance with Education Code section 47604.3. The Charter School agrees to and submits to the right of the District to monitor the Charter School's ADA projections and cash flow shortages in order to carry out the District's statutorily required oversight.

21. District Reports. The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

22. Attendance Reporting, School Calendar, and Other Data. The Charter School shall provide the District with a copy of the Charter School's annual attendance calendar no later than July 1, 2019, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to District approval, the Charter School will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School will timely report ADA figures to the District as necessary to enable the school to receive funding. The Charter School will provide the District with a monthly enrollment report no later than the 15th calendar day of the following attendance month. The Charter School will provide all data and reports required by the District in hard copy and electronic data files. The Charter School will submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California

Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School will provide the District with documentation of the teacher/student ratio for the Charter School.

23. Assessments and State Testing. The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop and maintain a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and District curricular competencies required by law.

The Charter School shall annually notify the District in writing at least thirty (30) calendar days in advance of the date and location of State testing, and the total number of State tests to be administered to Charter School pupils. The Charter School shall provide the District with individual pupil and school-wide State test results. The Charter School shall institute measures to ensure the security of all testing materials.

24. Financial Statements and Records. Upon request, the Charter School shall promptly respond to all District requests for documentation, including any financial records, pursuant to Education Code section 47604.3.

25. Compliance With Other External Source Funding Requirements. The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

26. Dispute Resolution Procedure. In the event of any dispute between the Charter School and the District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party will prepare a written dispute statement which will be simultaneously submitted to the District Superintendent or designee and the Charter School's Executive Director. The Executive Director and the Superintendent or designee will meet and confer within five (5) business days from the date of receipt of the written dispute statement and attempt to resolve the dispute. In the event that this conference fails to resolve the dispute, each party will identify two members of their respective governing boards who shall meet with the Superintendent or designee and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, either party will, within five (5) business days following the meeting, submit the matter to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and will indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable, neutral third-party mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator will be held within forty-five (45) business days of receipt of the initial dispute statement. The cost of the mediator will be equally shared between the District and the

Charter School. If the parties are unable to resolve the matter before a mutually agreeable mediator, either party may pursue any other remedy available under the law.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors, involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement.

In the event of any dispute, claim, question, or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall act in good faith to settle the dispute, claim, question, or disagreement in accordance with the dispute resolution process prescribed above.

27. Revocation and Closure Protocol. The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 26, above, shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its belief and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the "Entity" identified in the Charter responsible for implementing the Charter's closure protocol shall be experienced in dissolution and closure of public educational programs, and the Entity shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Charter School's Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, and payment of debts and liabilities and distribution of remaining assets.

Notwithstanding any rule, regulation, Charter provision, Corporation Bylaw or document to the contrary, on closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, and all ADA apportionments and other revenues generated by students attending the Charter School, after payment of all debts and liabilities and refunds to applicable agencies, shall revert to the Charter School. Any assets acquired from the District or District property will be promptly returned upon the Charter School's closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or State and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

28. Termination for Cause. The District may terminate any services provided pursuant to this MOU upon failure of the Charter School to pay any amount due under this MOU within sixty (60) days after receipt by Charter School of a District demand for payment and notice of

intent to terminate services. Any failure by the Charter School to pay an amount due under this MOU, or other material violation of the terms of this MOU by the Charter School, may constitute grounds for revocation of the Charter in accordance with the provisions of the Charter and the Charter Schools Act, and any such termination or revocation shall be consistent with such provisions, including with respect to notice and an opportunity to cure. In the event of revocation of the Charter, this MOU shall be deemed null and void.

29. Annual Review and Notice To District Of Change In Status. The Charter School shall participate in an annual review conducted by the District, if any, of all programs offered at the Charter School, including their effectiveness and student achievement. Both parties shall act reasonably and in good faith in both the review and the response to the review.

The Charter School shall provide the District no less than thirty (30) days prior written notice of any actions taken by the Charter School that may and/or will affect and/or change the status of the Charter School, and which falls within the District's oversight responsibilities.

The Charter School shall provide all services not expressly indicated herein to be provided by the District. Nothing herein shall preclude the parties from negotiating or amending this MOU to include additional services not contemplated by this MOU.

30. Independent Contractor Status. The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

31. Construction and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of California.

32. Entire MOU. This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

33. Amendments. This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative with a specific reference to the Charter, and to this MOU which it alters, amends or modifies.

34. Invalidity of Provisions of This MOU. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

35. Nondiscrimination. The Charter School covenants and agrees that they shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220, including, but not limited to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in

section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics in the operation of the Charter School.

36. Assignment. Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

37. No Waiver. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

38. Survival. All representations, warranties and indemnities made herein shall survive termination of this MOU.

39. Notices. All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or on the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

To the Charter School:

Board President
Highlands Community Charter School
1333 Grand Avenue #B
P.O. Box 38924
Sacramento, CA 95838
Facsimile: (916) 471-0552

To the District:

Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, CA 95652
Facsimile: (916) 566-3586

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

005858.0006625
109020.1

By: _____
Bill McGuire
Deputy Superintendent, Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____
Ernie Daniels
Corporate President, Board of Directors

005858.0006625
109020.1

EXHIBIT "B"

CICA FACILITIES SITE LIST

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Student Occupied Sites

	Site	Physical Address	HCCS	CICA
1.	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X	
2.	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	X
3.	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X	
4.	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	X	
5.	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X	
6.	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X	
7.	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	
8.	Auburn	4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841	X	X
9.	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X
10.	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	X	X
11.	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X	
12.	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X	
13.	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X	
14.	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X
15.	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	X	
16.	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X	
17.	Fair Oaks	2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center/Salon)	X	
18.	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	X	X
19.	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X	
20.	Folsom 2	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	X	
21.	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	
22.	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X	
23.	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X
24.	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X	
25.	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X	

26.	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X	
27.	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	X
28.	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X	
29.	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	X
30.	Industrial	8180 Industrial Pkwy, Sacramento, CA 95824	X	X
31.	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X
32.	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X
33.	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X
34.	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X	
35.	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X	
36.	Maple	3301 37th Avenue, Sacramento, CA 95824	X	
37.	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X
38.	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X
39.	Marysville	715 C Street, Marysville, CA 95901	X	X
40.	Marysville 2	1431 C St, Marysville, CA 95901	X	
41.	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X	
42.	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X	
43.	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X	
44.	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	X
45.	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X	
46.	O Street	1326 O Street, Sacramento, CA 95814	X	X
47.	Oak Park	2520 33rd St, Sacramento, CA 95817	X	
48.	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X	
49.	Oxnard	328 West Third Street, Oxnard, CA 93030	X	
50.	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X	
51.	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	X	X
52.	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X	
53.	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	X	
54.	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X	
55.	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X	
56.	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X
57.	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X	

Non-Student Sites

	Site	Physical Address	HCCS	CICA
1.	**American River**	3600 American River Drive #280, Sacramento, CA 95864 (Administrative)	X	
2.	**Arden**	901 Arden Way, Sacramento, CA 95815 (Warehouse)	X	
3.	**Capitol Mall**	555 Capitol Mall, #1275, Sacramento, CA 95814 (Administrative)	X	
4.	**Capitol Mall**	555 Capitol Mall, #725, Sacramento, CA 95814 (Administrative)	X	
5.	**Capitol Mall**	555 Capitol Mall, #550, Sacramento, CA 95814 (Administrative)	X	
6.	**El Camino**	4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608 (Administrative)	X	
7.	**Fair Oaks 2**	6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608 (Administrative)	X	
8.	**Howe Avenue**	1111 Howe Avenue, #115, Sacramento, CA 95825 (Administrative)	X	
9.	**Howe Avenue**	1111 Howe Avenue, #630, Sacramento, CA 95825 (Administrative)		X
10.	**Raley Blvd**	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse)	X	
11.	**San Diego**	406 9th Avenue, Suite 310, San Diego, CA 92101 (Administrative)	X	

MEMORANDUM OF UNDERSTANDING
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
(Highlands Community Charter School)

AMENDMENT NO. 3

This AMENDMENT NO. 3 ("AMENDMENT NO. 3") to the Memorandum of Understanding ("MOU") entered into by and between the Twin Rivers Unified School District (hereinafter, "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools (hereinafter "Corporation"), a nonprofit public benefit corporation duly organized under the laws of the State of California, operating the Highlands Community Charter School (hereinafter "HCCS"), a public charter school organized and existing under the laws of the State of California (hereinafter Corporation and HCCS collectively referred to as "Charter School"). (District and Charter School are collectively referred to herein as, the "Parties".)

WHEREAS, the Charter petition for the establishment of the Charter School ("Charter") was first authorized by the District in 2014 for a term running through June 30, 2019;

WHEREAS, the Charter School's current Charter term runs through June 30, 2027;

WHEREAS, the Parties previously entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding the Charter School's program, operation, structure, and obligations. A copy of the MOU is attached hereto as "Exhibit A," and incorporated herein by reference; and

WHEREAS, pursuant to a prior amendment to the MOU entered into by and between the Parties, the term of the MOU runs through June 30, 2027, and

WHEREAS, the Parties desire to amend the MOU according to the terms of this AMENDMENT NO. 3.

The MOU is hereby amended as follows:

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

2. Facilities.

a. *Facilities Locations*. In addition to its main campus located at 1333 Grand Avenue, Sacramento, CA 95838, the Charter School is authorized by the District to operate at the locations identified in the Facilities Site List at Exhibit "B" to this AMENDMENT NO. 3.

If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

If the District determines that the proposed change(s) does not constitute a material revision, the Charter School may establish operations at the proposed location(s) after receiving prior written approval by the District.

If the District determines that the proposed change(s) does constitute a material revision, then the changes(s) must be approved by the District Board of Trustees before the Charter School may commence operations at the proposed location(s). Implementation of a material revision without the prior approval of the District Board is a material violation of the Charter.

Prior to commencing operations at any new facility location, the Charter School shall obtain appropriate permits from the local public entity with jurisdiction over the issuance of such permits, including building permits, occupancy permits, fire/life safety inspections and conditional use permits, as may be required to ensure the facilities are safe for staff and students. Charter School shall provide the District with documentation demonstrating compliance with all appropriate permits and approvals needed for occupancy and invite the District to visit the Charter School site/facility for an inspection and review prior to the time the Charter School is scheduled to establish operations at the location.

b. *Facility Safety*. Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or with the California Building Standards Code. All facilities utilized by the Charter School shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities by a certified third party to ensure that they are maintained in an operable condition at all times. The Charter School shall keep written records of these inspections on file for at least one (1) year after the date of the inspection and provide such records to the District upon request.

c. *Documentation*. The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances, as applicable, for each facility location. Such documentation shall be provided to the District upon request.

3. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1 %) of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Revenue of the Charter School" for purposes of this calculation means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by Section 42238.03.

   Charter School and District agree that the "supervisorial oversight" as used in Education Code section 47613 shall include the following:

   (a) Review and revision of the MOU and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between Charter School and the District.

   (b) All activities related to the charter renewal and material revision, and revocation processes, including any process conducted in compliance with Education Code section 47607 related to the issuance of a Notice of Violation or other corrective notice related to Charter School's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

   (c) Activities related to monitoring the performance and compliance of Charter School with respect to the terms of its Charter, related agreements, and all applicable laws.

   (d) Review of the Charter School's annual independent fiscal and programmatic audit reports and related processes related to the Charter School's annual audit.

   (e) Completion of the following duties under Education Code section 47604.32:

      (1) Visiting Charter School at least annually.
      (2) Ensuring that Charter School complies with all reports required of charter schools by law.
      (3) Monitoring the fiscal condition of Charter School, including review of annual fiscal audit of the Charter School.
      (4) Providing timely notification to the California Department of Education if any of the following circumstances occur: Renewal of the Charter is granted or denied; the Charter is revoked; or, Charter School ceases operation for any reason.
      (5) Any review of teacher credentials pursuant to Education Code section 47605(l).
      (6) All costs incurred by the District for performance of the requirements specified in Education Code section 47607.3.
      (7) Participation in the dispute resolution process described in the Charter

4. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this AMENDMENT NO. 3 subject to approval/ratification by the Parties respective governing boards.

5. Subject to Ratification. This Agreement is subject to the approval/ratification of both the District's Board and the Charter School Board of Directors.

6. Counterparts. This AMENDMENT NO. 3 may be executed in counterparts and be as valid and binding as if all Parties signed the same copy. Signature of copies of this AMENDMENT NO. 3 transmitted by facsimile or electronic mail, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this AMENDMENT NO. 3 as of the dates shown below.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

Dated: 1/23/24

Steve Martinez, Ed.D.
Superintendent

CHARTER SCHOOL

Dated: 1/11/2024

Ernie Daniels
Corporate President, Board of Directors
Highlands Community Charter and Technical Schools

EXHIBIT "A"

HCCS MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 17st day of June, 2014, by and between the Twin Rivers Unified School District (hereinafter "District"), a school district organized and existing under the laws of the State of California, and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the Highlands Community Charter School ("HCCS"), a California public charter school (hereinafter Corporation and HCCS collectively referred to as "the Charter School").

WHEREAS, the District's Board of Trustees ("Board") granted the Corporation a Charter to operate HCCS at a public meeting on March 4, 2014, for a term of five (5) school years commencing on July 1, 2014 and ending on June 30, 2019, pursuant to Resolution No. 444 adopted by the Board, attached hereto as "Exhibit A;" and

WHEREAS, the District and the Charter School desire to enter into this MOU to document the arrangement and agreement between the parties regarding HCCS' funding and programs, the District's statutorily prescribed supervisory oversight of the Charter School; and

WHEREAS, the Charter School's program, operation, structure, and obligations in operating the school are set forth in the Charter, attached hereto as "Exhibit B," and incorporated herein by reference; and

NOW THEREFORE, in consideration of the promises, covenants and agreements herein set forth, the District and Charter School hereby agrees as follows:

1. Term. This MOU shall commence on July 1, 2014 and end on June 30, 2015. This MOU is subject to termination for cause, as specified in Paragraph 28, below, including revocation of the Charter as specified in Paragraph 27, below.

2. Renewal. This MOU shall be automatically renewed for an additional fiscal year commencing July 1, 2015, and on July 1 thereafter, unless written notice of intent to terminate or renegotiate is given by either party prior to May 1 in that year, preceding. In no event shall any renewal term extend beyond the maximum term of the Charter granted to the Charter School as determined by action of the Board pursuant to Education Code section 47607.

3. Designation of Charter School. The Charter School shall be responsible for all functions that relate to the educational services, management, and operation of the Charter School, subject to the terms and conditions set forth in this MOU, the Charter, the Charter Schools Act of 1992, and any other applicable federal and/or State laws. The Charter School agrees that all publications of every kind by or for the Charter School shall prominently identify the name of the Charter School as follows: "Highlands Community Charter School."

4. Charter School Authority. The Charter School, in performing its duties and obligations under this MOU and Charter, shall have the power and authority, consistent with

federal and State law and subject to other terms and conditions of this MOU to: (1) contract for goods and services with the District and/or any qualified third party; (2) prepare a budget; (3) perform personnel services not otherwise provided by the District pursuant to this MOU; (4) procure insurance; (5) lease or otherwise contract with the District or any qualified third party for the use of facilities for school purposes and the operation and maintenance thereof; (6) purchase, lease, or rent furniture, equipment and supplies; (7) accept gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and are not contrary to any of the terms of this MOU; (8) perform the business administration of the school; (9) establish and conduct an educational program and curriculum for the Charter School as provided in the Charter; (10) conduct extra and co-curricular activities and programs; (11) conduct professional development for all personnel; (12) select and acquire instructional materials, equipment and supplies; (13) exercise such other powers as are provided for elsewhere in this MOU to the extent consistent with this MOU; and (14) generally, take such other actions as may be necessary and desirable to operate the Charter School.

5. Charter School Governance. The Charter School will be governed by the Corporation's Board of Directors pursuant to the Charter and its bylaws. The Charter School's Executive Director shall meet with the District's Superintendent or designee on a quarterly basis during the school year at a time to be scheduled by the District. The meeting may include, but shall not be limited to, a review of the Charter School's financial standing, enrollment trends, educational programs, API, use of District facilities, etc.

Notwithstanding any rule, regulation, Charter provision, or Corporation Bylaw to the contrary, the Corporation, its Board of Directors, and the Charter School shall at all times and in all respects, comply with the Ralph M. Brown Act, the Public Records Act, and all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to, Government Code section 1090 *et seq.* and the Political Reform Act (Gov. Code § 81000 *et seq.*).

6. Facility. The Charter School may use space at a District facility located at 1333 Grand Avenue, Sacramento, CA 95838 (hereinafter the "Facility" or "Site") pursuant to terms and conditions set forth in a Facility Use Agreement. The Charter School shall comply with all State and federal laws regarding the use of the Site as school facilities.

7. Equipment and Materials. The Charter School may use District equipment and materials currently located at the Site pursuant to terms and conditions set forth in the Facility Use Agreement. The Charter School shall be solely responsible for purchasing any other equipment and materials necessary to operate its educational programs. The Charter School shall be solely responsible for maintaining all such equipment and/or materials in good working order and may not use such equipment and/or materials for any personal or private use. The Charter School shall mark and identify, and maintain a written inventory of all such District and Charter School equipment and materials prior to commencing operations in the 2014-15 school year. The written inventory shall be updated and provided to the District annually. The Charter School shall account for all assets obtained in its financial reports.

8. Administrative Services. The Charter School shall be solely responsible for the direct cost of the limited administrative services provided by the District to the Charter School. The Charter School shall contract with a qualified third-party vendor for all other administrative services.

9. Pupil Records. The Charter School shall at all times maintain Charter School pupil records in accordance with any pupil record system utilized by the District, or as agreed upon by the District (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site located within the District. Notwithstanding Education Code section 47610, the Charter School shall voluntarily agree to comply with Education Code sections 49060 through 49079. Charter School pupil records maintained by the Charter School shall be made available for inspection by the District at any time for purposes of verifying that the Charter School is in compliance with all State and federal laws, its Charter, and this MOU.

10. Fingerprint and Criminal Record Summary Services. The Charter School, at its sole cost and expense, shall obtain fingerprint, criminal record summaries and subsequent arrest information for all Charter School employees in positions requiring contact with minor children in accordance with the requirements of Education Code section 44237. The Charter School shall require all its subcontractors and vendors whose duties require contact with Charter School students to submit fingerprints in accordance with Education Code section 45125.1. The Charter School shall require all parent volunteers, who will supervise children outside of the presence of a credentialed employee, to undergo fingerprinting/background checks pursuant to Education Code sections 35021 *et seq.* The Charter School shall notify the District in writing of its compliance with this paragraph. The Charter School shall make Charter School employee and volunteer fingerprint verification information available to the District upon request.

11. Indemnity. Except for claims arising from the District's sole or separate negligence, recklessness or willful misconduct, the Charter School will defend and indemnify the District and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise in any manner from the Charter School's operations, failure to comply with District child find policies or have its staff trained in such child find policies to identify special needs students, or use and occupancy of the Site. The District, in turn, will defend and indemnify the Charter School and its respective directors, officers, employees, agents, and volunteers, from and against any and all actions, suits, claims, demands, losses, costs, or liabilities that actually or allegedly arise from the District's contractual or legal obligations under this MOU or its sole and separate negligence. The indemnity provisions of this MOU shall survive the expiration or termination of this MOU.

12. Insurance Coverage. The Charter School shall be responsible for obtaining and maintaining all insurance coverage as stated in the Charter.

13. Special Education Services. The Charter School shall be solely responsible for serving the Charter School's special needs students as stated in the Charter.

14. Supervisorial Oversight Fee. In consideration for the actual costs of supervisorial oversight by the District, the Charter School shall pay an amount not to exceed one percent (1%)

of the revenue of the Charter School (hereinafter, the "Oversight Fee") pursuant to Education Code section 47613. "Supervisorial oversight" for purposes of this section shall be limited to those duties listed in Education Code section 47604.32(a) through (e), only. "Revenue" for purposes of this calculation shall include the general-purpose entitlement calculated pursuant to Education Code section 47633 and the categorical block grant calculated pursuant to Education Code section 47634, and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its programs. "Revenue" for purposes of this calculation shall not include Charter School fund-raising activities, private donations, or any other private source of income developed by the Charter School.

15. Direct Funding. The Charter School elects to receive the state aid portion of charter school general-purpose entitlement and categorical block grant funds and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its "Adult Education" programs, directly in accordance with Education Code section 47651(a)(1). Funds for the Charter School shall be deposited directly into an account for the "Highlands Community Charter School" with the Sacramento County Office of Education ("SCOE"). The SCOE will then remit the funds to the Charter School. The District shall transfer to the Charter School funding in-lieu-of property taxes in accordance with Education Code section 47635. The School recognizes that the District shall have no responsibilities for funding the Charter School beyond that required by law.

The Charter School agrees that all funding received for the Charter School, from any and all sources, including but not limited to all funding sources set forth in the Charter or this MOU, or other agreement with the District, shall be used exclusively to operate the "Highlands Community Charter School," and shall not be used, either directly or indirectly, or by loan or gift, to fund, assist, pay for the debts of, or towards the operation of, any other school or establishment managed, controlled, or operated by the Corporation or Charter School, or operated by its members, officers, agents, servants, and employers, or for any other purpose whatsoever.

16. Payment Schedule. The Charter School shall pay the administrative services fees (¶ 8), supervisorial oversight fees (¶ 14), and all other fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the SCOE and/or District for the Charter School, and the District may also elect to offset and deduct any such fees or payments from in-lieu-of property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted prior to any such offset.

17. Mandated Costs. The Charter School shall obtain its claiming number from the State Controller's Office and shall complete and file its own mandated cost reimbursement claims. Monies received from mandated cost reimbursements shall not be included in the definition of "revenue" for purposes of calculating any fee in this MOU. The District shall not charge the Charter School for any cost for which the District may claim a mandated cost.

18. Additional Funding Sources. The Charter School may also receive funding from new or "one-time" funding sources made available to schools or school districts by the State of California to the extent that the Charter School and/or its pupils establish entitlement to any such funds. In the event that such additional funds are misdirected to the District, the District agrees to pass through all such funds to the Charter School within thirty (30) days of receipt, provided that the Charter School has complied with all requirements, restrictions, and/or conditions attached to those funds by the funding source or agency, if any. The Charter School shall hold harmless the District for any repayment of any grants and/or additional funding.

19. Grants. The Charter School and the District will cooperate to identify and apply for grants that meet the mutual goals of the District and the Charter School for development of the Charter School. This provision shall not be construed to limit or otherwise prohibit the exercise of discretion by the District. The District and the Charter School shall be free to engage in other financial transactions such as loans of money and or property back and forth between the two parties, subject to approval by the District Superintendent.

20. Charter School Budget, Reports, and Audits. The Charter School shall prepare and submit to the District the following financial information regarding the Charter School:

A. On or before July 1 of each year, a preliminary budget.

B. On or before December 15, an interim financial report that reflects changes through October 31.

C. On or before March 15, a second interim financial report that reflects changes through January 31.

D. On or before September 15, a final unaudited report for the full prior year.

E. The Charter School shall be solely responsible for all costs associated with auditing and accounting services in addition to those services not provided by the District to the Charter School as set forth in this MOU.

F. The Charter School shall utilize the services of an accounting/auditing firm experienced with school and educational accounting requirements and practices.

For the reports listed under Section 23 A through C above, the Charter School shall also provide with each financial report supporting and/or back up information including but not limited to: MYP for current and two subsequent years; Assumptions used for two subsequent years; Explanation for major variances by category between reporting periods; Enrollment projection; ADA P2 projection by grade level; COLA & Deficit percentage; Calculation used for determining general purpose funding; List of statutory benefit rates; List of

H&W rates and number of participants; and Number of FTEs for certificated and classified employees for each year.

21. District Reports. The District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other State or federal agency by a local educational agency on behalf of the District and/or Charter School. The Charter School shall promptly provide the District with any information, data, or documentation necessary for the District to timely file such reports in accordance with law. The Charter School shall be solely responsible for the accuracy of all data submitted to the District. The Charter School shall be responsible for filing all other reports as may be required by law.

22. Attendance Reporting, School Calendar, and Other Data. The Charter School shall provide the District with a copy of the Charter School's annual attendance calendar no later than July 1, 2014, and by July 1 of each subsequent year shall submit its annual calendar for the upcoming school year for which it is in existence. The Charter School shall maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.

Subject to District approval, the Charter School shall establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960. The Charter School will timely report ADA figures to the District as necessary to enable the school to receive the funding specified in this MOU. The Charter School shall provide the District with a monthly enrollment report no later than the 15th calendar day of the following attendance month. The Charter School shall provide all data and reports required by the District in hard copy and electronic data files. The Charter School shall submit enrollment and demographic information to the California Education Data System (CBEDS), or its successor, the California Student Information System (CSIS), to the extent and in the manner specifically required by law or regulations applicable to charter schools. Upon request, the Charter School shall provide the District with documentation of the teacher/student ratio for the Charter School.

23. Assessments and State Testing. The Charter School shall establish guidelines and expectations for all student achievement at each grade level and implement assessments that promote successful transition to a traditional school program, or to continue in the Charter School's program. The Charter School shall develop a system of assessment procedures and measurement tools that provide objective, comparable written assessments in order to determine student comprehension of State and District curricular competencies required by law.

The Charter School shall annually notify the District in writing at least thirty (30) calendar days in advance of the date and location of State testing, and the total number of State tests to be administered to Charter School pupils. The Charter School shall provide the District with individual pupil and school-wide State test results. The Charter School shall institute measures to ensure the security of all testing materials.

24. Financial Statements and Records. Upon request, the Charter School shall promptly respond to all District requests for documentation, including any financial records, pursuant to Education Code section 47604.3.

25. Compliance With Other External Source Funding Requirements. The District and Charter School shall comply with all terms and conditions of any other external source funding requirements applicable to funding received by the District on behalf of the Charter School, if any. Upon reasonable advance written request by the District, the Charter School shall provide evidence to the District that the Charter School is in compliance with all such requirements, and shall provide the District, with all reports, data, and information reasonably necessary for the District to meet any reporting, certification, or other requirements for such funding.

26. Dispute Resolution Procedure. In the event of any dispute between the Charter School and the District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent or designee, and the Charter School's Executive Director. The Executive Director and the Superintendent or designee, shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Executive Director within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable mediator, for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law. The cost of the mediator shall be equally split between the parties.

The Charter School shall timely notify the District of any and all complaints filed against the Charter School by its employees, students, parents, and vendors, involving violations of the Charter, this MOU, State or federal law, or alleged financial mismanagement.

27. Revocation and Closure Protocol. The District and the Charter School agree that the dispute resolution procedure set forth in Paragraph 26, above, shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, the District shall provide the Charter School with written notice of its belief and an opportunity to meet with and respond to the District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless the District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(d) and its implementing regulations. Thereafter, if the District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

In the event of revocation or school closure, the Charter School shall ensure that the "Entity" identified in the Charter responsible for implementing the Charter's closure protocol shall be experienced in dissolution and closure of public educational programs and the Entity

31. Independent Contractor Status. The parties to this MOU intend that the relationship between them created by this MOU is that of an independent contractor, and not an employer/employee. The District shall deem no agent, employee, or servant of the Charter School to be an employee, agent or servant of the District, except as expressly acknowledged in writing. No agent, employee, or servant of the District shall be deemed to be an employee, agent or servant of the Charter School, except as expressly acknowledged in writing by the Charter School.

32. Construction and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of California.

33. Entire MOU. This MOU and any attachments hereto shall constitute the full and complete agreement between the parties hereto. All prior representations and understandings regarding the Charter and Charter School are merged herein and are superseded by this MOU.

34. Amendments. This MOU may be altered, amended, changed, or modified only by agreement in writing executed by the Charter School and the District's duly authorized representative with a specific reference to the Charter, and to this MOU which it alters, amends or modifies.

35. Invalidity of Provisions of this MOU. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

36. Nondiscrimination. The Charter School covenants and agrees that they shall not discriminate against any person or group thereof upon the basis of the characteristics, whether actual or perceived, as listed in Education Code section 220 including but not limited to race, color, religion, gender, ancestry, physical and/or mental disability, marital status or national origin, nationality or ethnicity, sexual orientation, perceived sexual orientation, and/or association with individuals with one or more of the above characteristics in the operation of the Charter School.

37. Assignment. Neither this MOU nor the establishment or operation of the Charter School shall be assigned by the Charter School to any other person or entity without the prior written notice to and consent of the District.

38. No Waiver. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

39. Survival. All representations, warranties and indemnities made herein shall survive termination of this MOU.

40. Notices. All notices, consents, demands, or other communications for one party or the other required or permitted in this MOU shall be in writing and shall be either personally delivered or sent by a nationally recognized overnight courier, telecopier or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may, from time to time, give notice changing the address for this purpose). A notice shall be effective on

the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a telecopier or a facsimile, or upon the earlier of the dates set forth on the receipt of registered or certified mail, or on the fifth (5th) day after mailing.

To the Charter School:

Board President
Highlands Community Charter School
1333 Grand Avenue, #B
P.O. Box 38924
Sacramento, CA 95838
Facsimile: (916) 471-0552

To the District:

Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652
Facsimile: (916) 566-3586

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date and year first above written.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: _____
Bill McGuire,
Deputy Superintendent Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____
Ward Allen,
Vice-President of the Board of Trustees

EXHIBIT "B"

HCCS FACILITIES SITE LIST

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Student Occupied Sites

	Site	Physical Address	HCCS	CICA
1.	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X	
2.	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	X
3.	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X	
4.	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	X	
5.	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X	
6.	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X	
7.	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	
8.	Auburn	4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841	X	X
9.	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X
10.	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	X	X
11.	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X	
12.	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X	
13.	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X	
14.	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X
15.	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	X	
16.	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X	
17.	Fair Oaks	2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center/Salon)	X	
18.	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	X	X
19.	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X	
20.	Folsom 2	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	X	
21.	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	
22.	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X	
23.	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X
24.	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X	
25.	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X	

26.	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X	
27.	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	X
28.	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X	
29.	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	X
30.	Industrial	8180 Industrial Pkwy, Sacramento, CA 95824	X	X
31.	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X
32.	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X
33.	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X
34.	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X	
35.	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X	
36.	Maple	3301 37th Avenue, Sacramento, CA 95824	X	
37.	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X
38.	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X
39.	Marysville	715 C Street, Marysville, CA 95901	X	X
40.	Marysville 2	1431 C St, Marysville, CA 95901	X	
41.	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X	
42.	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X	
43.	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X	
44.	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	X
45.	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X	
46.	O Street	1326 O Street, Sacramento, CA 95814	X	X
47.	Oak Park	2520 33rd St, Sacramento, CA 95817	X	
48.	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X	
49.	Oxnard	328 West Third Street, Oxnard, CA 93030	X	
50.	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X	
51.	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	X	X
52.	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X	
53.	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	X	
54.	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X	
55.	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X	
56.	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X
57.	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X	

Non-Student Sites

	Site	Physical Address	HCCS	CICA
1.	**American River**	3600 American River Drive #280, Sacramento, CA 95864 (Administrative)	X	
2.	**Arden**	901 Arden Way, Sacramento, CA 95815 (Warehouse)	X	
3.	**Capitol Mall**	555 Capitol Mall, #1275, Sacramento, CA 95814 (Administrative)	X	
4.	**Capitol Mall**	555 Capitol Mall, #725, Sacramento, CA 95814 (Administrative)	X	
5.	**Capitol Mall**	555 Capitol Mall, #550, Sacramento, CA 95814 (Administrative)	X	
6.	**El Camino**	4813 El Camino Avenue, Suites A & B, Carmichael, CA 95608 (Administrative)	X	
7.	**Fair Oaks 2**	6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608 (Administrative)	X	
8.	**Howe Avenue**	1111 Howe Avenue, #115, Sacramento, CA 95825 (Administrative)	X	
9.	**Howe Avenue**	1111 Howe Avenue, #630, Sacramento, CA 95825 (Administrative)		X
10.	**Raley Blvd**	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse)	X	
11.	**San Diego**	406 9th Avenue, Suite 310, San Diego, CA 92101 (Administrative)	X	

From: Sharilyn.Warta
To: "Melissa Roberson"
Subject: RE: Enrollment Reports July to Sept 2024
Date: Tuesday, September 17, 2024 3:59:00 PM
Attachments: [redacted]
[redacted] NOTES.xlsx

Good Afternoon,

I had a nice weekend. I hope you got some time off to enjoy the lovely weather.

Thank you for sending the Enrollment Reports. We are having difficulty identifying some of the sites because names on the enrollment reports are different than the names provided to us in the MOU and updated site list.

I saved the monthly reports you sent and the 24-25 site list in a single document and attached it. Each tab has a column titled TRUSD notes, which require further clarification. For example:

- The CICA tabs list "Asher" as one of the sites with enrollments, but according to the MOU and the most recent site list CICA does not have any programs at the Asher site.
- On multiple tabs, "Federico" is listed, but we do not have any record of a site by that name.
- On multiple tabs enrollment is listed as "Mixed", but we need to know which sites.
- On the Master Site list tab there are several sites without any students enrolled, but we had information that classes had started.

Requested Action:

- If possible, please provide the enrollment reports from the attendance tracking application instead of excel format. The reports should include the site's name instead.

Required Action:

- Provide us with clarification for each of the TRUSD notes included in the attached workbook.
- Be sure to use the names of each site as they were provided to us in the MOU and Site List. This should clear up any confusion in the future.
- Finally, please provide us with the address to the "Federico" site so we can cross reference it with our current list of sites.

Please do not hesitate to contact me if you have any questions. We are requesting a timely response on or before **October 25, 2024.**

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652

Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Sunday, September 15, 2024 10:15 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Bill McGuire <bill.mcguire@hccts.org>; Natasha Lutsik <natasha.lutsik@hccts.org>
Subject: Enrollment Reports July to Sept 2024

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.
Report Suspicious

Hi Shari,

I hope you had a great weekend. Attached are the enrollment reports for July to September 2024.

Thank you,
Melissa

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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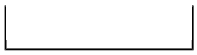

From: Melissa Roberson
To: Sharilyn.Warta
Subject: Re: Enrollment Reports July to Sept 2024
Date: Thursday, September 19, 2024 2:47:41 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png

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Report Suspicious

Hi Shari,

We will work on this and get back to you as soon as possible.

Thank you,
Melissa

On Tue, Sep 17, 2024, 4:00 PM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Afternoon,
>
> I had a nice weekend. I hope you got some time off to enjoy the lovely weather.
>
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Thank you.

Shari Warta

Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590

From: Melissa Roberson <melissa.roberson@hccts.org>

Sent: Sunday, September 15, 2024 10:15 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Bill McGuire <bill.mcguire@hccts.org>; Natasha Lutsik <natasha.lutsik@hccts.org>
Subject: Enrollment Reports July to Sept 2024

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Thank you,

Melissa

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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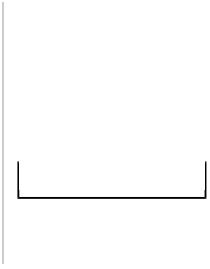

TRUSD received this letter on 9/25/24 via email.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

August 15, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Facility/Location Changes and MOU Compliance

Dear Ryan DiGiulio, Chief Business Official

We have prepared the following response to the notice of concern dated August 5, 2024 regarding facility and location changes and MOU compliance.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Peacekeeper Way
On June 5, 2024 HCCTS emailed TRUSD regarding Peacekeeper Way. Peacekeeper Way was also discussed in two phone calls with subsequent written communication via email. In the email it was expressed that HCCTS' previous leases at 3144 Palm Street, Building 826, McClellan Park, CA 95652 and 5411 Luce Avenue, Unite 242, McClellan Park, CA 95652 were set to expire on June 30, 2024 without the option to renew, therefore a search was undertaken for the purpose of relocating classrooms, and 3237 Peacekeeper Way, McClellan Park, CA 95652 was selected.

Hillsdale
HCCTS first secured a lease agreement with the Hillsdale site on August 2, 2022 Hillsdale has been serving students for the past two years and continues to provide classes to students during the 2023-2024 school year. On August 1, 2023, HCCTS expanded the Hillsdale site to meet the growing need for additional office space to accommodate a dedicated marketing office, the Brain Team, CICA office, and a Student Wellness Center.

Howe Avenue
On June 30, 2017, HCCTS secured a lease agreement with the site located at 1111 Howe Avenue. Since then, our students have been attending classes there for 7 years. In 2019, 2021 and 2024, we added additional suites to expand our offices, as new space was needed for our increased number of employees and departments. *All the new suites were opened at an approved location.*

Below are the office spaces that were added:

Suite	Date	Purpose
#115	8/1/2017	Admin space
#445	04/01/2024	Student Services
#455	04/01/2024	Student Services
#505	04/01/2024	HCCS Academics
#550	04/01/2024	HCCS Classroom
#555	04/01/2024	CTE & EI Principals and

		CTE Project Coordinators
#575	04/01/2024	Student Onboarding and Records Department
#595	04/01/2024	Community Schools
#610	04/01/2024	CICA
#630	08/01/2021	CICA Admin space
#645	04/01/2024	Accountability and Assessment Department
#655	11/1/2019	HCCS Classes

HCCTS agrees to provide written notification to the District 30 days in advance of any proposed facility changes so that the District may evaluate whether any proposed actions may constitute a material revision to the charter.

Oakland Site Closures
On April 1, 2024, HCCTS provided a 30-day notice to Kathy Chao Rothberg regarding the termination of the MOUs for the locations at 2325 E. 12th Street, Oakland, CA 94601, and 8484 Edes Avenue, Oakland, CA 94621. The last effective day of this agreement was Tuesday, April 30, 2024.

HCCTS was unable to supply 30-day advance notice of the closures of the locations at 2325 E. 12th Street, Oakland, CA 94601 and 8484 Edes Avenue, Oakland, CA 94621 to TRUSD. These locations were leased on a monthly basis in partnership with Lao Family to provide services to ELD students. In the process of renegotiating the lease, Lao Family asked for a substantial increase in the lease amount. These locations had historically drawn low attendance. Consequently, it became fiscally irresponsible to continue leasing these locations.

Moving Forward 2024-2025
Highlands Community Charter School will continue to improve in the area of communication as it relates to opening and closing sites in seeking TRUSD approval. Attached you will find MOUs for Hillsdale, Howe, and sites in Oakland.

From: Melissa Roberson
To: Sharilyn.Warta
Cc: Ryan.DiGiulio
Subject: Re: Notice of Concern Facilities
Date: Friday, September 27, 2024 2:35:39 PM
Attachments: image001.png
image002.png
image003.png
image004.png

Caution: This Message Is From an External Sender
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Report Suspicious

Hi Shari,

We are still working to secure a contract. We have a drafted MOU that has not yet been signed. Bill will be reviewing it next week. We have not moved in and we are not operating or serving students at Peacekeeper Way.

Thank you,
Melissa

Melissa Roberson
melissa.roberson@hccts.org
503-360-6872

On Fri, Sep 27, 2024, 11:54 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> I have a clarifying question regarding the site at 3237 Peacekeeper Way. In the response, HCCTS stated that *"...a search was undertaken for the purpose of relocation classrooms, and 3237 Peacekeeper Way, McClellan Park, CA 95652 was selected.*"
>
> Does this mean HCCTS has secured the location and is currently operating there?
>
> Thank you.
>
> *Shari Warta*

Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590



From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Wednesday, September 25, 2024 4:05 PM
To: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Cc: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: Notice of Concern Facilities

Hello Shari and Ryan,

Attached you will find our response to the notice of concern regarding facilities at Peacekeeper, Hillsdale, Howe, and Oakland.

Thank you,

Melissa

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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From: Melissa Roberson
To: Sharilyn.Warta
Cc: Ryan.DiGiulio
Subject: Re: Notice of Concern Facilities
Date: Monday, September 30, 2024 6:45:49 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png

Caution: This Message Is From an External Sender
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Report Suspicious

Hi Shari,

Of course. I will follow up with you soon.

Best wishes,
Melissa

Melissa Roberson
melissa.roberson@hccts.org
503-360-6872

On Mon, Sep 30, 2024, 9:00 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> I hope you had a nice weekend and were able to get some rest. The Districts wants to be sure that HCCTS understands the addition at the 3237 Peacekeeper Way will require a Material Revision. This is outlined in Ed. Code, the current MOU and previous communications from the District to HCCTS.
>
> Thank you.
>
> *Shari Warta*
>
> Project Manager
>
> Twin Rivers Unified School District
>
> 5115 Dudley Boulevard
>
> McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590

From: Sharilyn.Warta
Sent: Friday, September 27, 2024 2:37 PM
To: Melissa Roberson <melissa.roberson@hccts.org>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: Notice of Concern Facilities

Thank you for clarifying.

Shari Warta

Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590

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To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: Re: Notice of Concern Facilities

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Melissa



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a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members
Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary;
Sonja Cameron, Corporate Treasurer; Rickey Jones,
Mellonie Yang, Mary DeChance, Mike Reid
Executive Director
Bill McGuire

Board Meeting Agenda

Call-in Number: +1 669 900 6833
Meeting ID: 820 0260 9095

DATE & TIME: **Thursday, October 3, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

A. CALL TO ORDER AND ROLL CALL

B. ADOPTION OF THE AGENDA

C. FLAG SALUTE

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

Anyone may address the Board regarding any item within the Board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the Board regarding any item not listed on the agenda. These presentations are limited to 3 minutes, and the allotted time will not exceed (30) thirty minutes.

E. ACTION ITEMS

1. Contract Approval
   Request the Board to approve contracts over $100,000. The Executive

Director recommends approval.

2. 2024-25 HCCTS Employee Handbook
Request the Board to approve the 2024-25 Employee Handbook. The Executive Director recommends approval.

3. 2024-25 HCCTS Locations Approval
Request the Board to approve the 2024-25 HCCTS Locations. The Executive Director recommends approval.

Supporting documentation was added on October 1, 2024.

F. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

Supporting documentation will be added before the board meeting.

1. Adoption of Minutes
Copies of the minutes of each regular or special meeting of the Board of Directors shall be distributed to Board members with the agenda for the next regular meeting, or as soon as reasonably possible.

Regular Board Meeting Minutes - September 19, 2024

Board Retreat Minutes - August 24, 2024 - Added on October 1, 2024.

2. Adoption of Job Descriptions
The Executive Director has reviewed and recommended the following job descriptions for approval.

Chief Business Official

Alumni External Relations Specialist - Added on October 1, 2024

3. Approval of 2024-25 Leases
Approve the leases for FY 2024-25 over the amount of $250,000.

3237 Peacekeeper Way, McClellan, California 95652

4. Approval of LCAP Changes

Approve the changes as recommended by SCOE and TRUSD.

Supporting documentation was added on October 1, 2024.

5. Adoption of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

5144.1 BP Suspension and Expulsion

5125 BP Student Records

6158 BP Independent Study

6. Removal of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

5111.1 BP Attendance Jurisdiction

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

The first reading of new and revised board policies is a discussion item only. These policies will be brought back at a later meeting for Board action.

3516 BP School Safety - Emergency Preparedness

6000 BP Instruction: Aims, Concepts, and Roles

4112.9 BP Employee Notifications

4119.23 BP Unauthorized Release of Confidential/ Privileged Information

9270 BP Conflict of Interest Code - Added on October 2, 2024

Bylaws revision as it pertains to the Conflict of Interest Code - Added on October 2, 2024

H. INFORMATION FOR DISCUSSION

1. Employee Benefits Renewal
Adam Miller and Katie Call with HUB will present the 2025 Employee Benefits Renewal package to the Board.

2. Workforce Solutions Update
Director of Workforce Solutions Lars Jorgensen will provide the Board with an update on workforce solutions.

Supporting documentation was added on October 2, 2024.

3. School Safety Plan for Grand Avenue

Safety Generalists Andrew Correa and Tony Torres will present the School Safety Plan for Grand Avenue.

I. BOARD COMMENTS

J. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

Anyone may address the Board regarding any item on the agenda prior to the Closed Session. Interested persons must submit a request, which is available in card form, before the commencement of the Board Meeting. These presentations are limited to 3 minutes.

K. CLOSED SESSION

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])
2. Public Employee Performance Evaluation (Gov. Code Section 54957(b)(1).)(Executive Director)

L. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

M. NEXT MEETING : October 17, 2024 at 2:00 pm

N. ADJOURNMENT

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283. If you need a copy of the agenda or any attachments, please contact Natasha Lutsik at (916) 844-2283 or via email at natasha.lutsik@hccts.org.


"IT'S NEVER TOO LATE..."
2024 - 2025
HCCTS Locations Approval
HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Identify Stakeholders for New Site

- A current partner
- Property Managers
- DHA or SETA
- Community Leaders
- Student or staff voice

How Does a Site Qualify for Expansion?

- Use Academic team and enrollment numbers to determine additional space needed
- Classroom sizes are near capacity
- Increase in overall site enrollment
- School ancillary programs are needed
- Use data to establish enrollment growth quarterly
- Track enrollment and attendance trends during the year
- Look for areas of growth with refugee settlement
- Use our partners for settlement information

Where To Open a New Site

- Contact current partners for input
- Student and staff input
- Overcrowding at current site
- Contact Community Leaders
- Partner with new community programs
- Use splatter maps to determine where our students reside

Site Opening Process

- Determine: square footage needed, academic needs (expected # of students and staffing), site safety, parking, ancillary programs, classrooms, office space, site condition including HVAC, electrical, plumbing, flooring and tenant improvements if needed.
- Legal qualifications assessed for a new school site (Fire, Occupancy, Zoning, Permitting, Ca. Ed Code, etc.)
- Approved by HCCTS Board of Directors then notify TRUSD of intent
- Facilities team tour to determine site needs
- Facilities team to introduce timeline for estimated opening date after receiving HCCTS Board of Directors approval and TRUSD approval
    a. Week 1 - assessment, scope of work identified, contract negotiation
    b. Week 2 - tenant improvements start, all departments begin prep, ordering of all equipment, furniture, signs etc.
    c. Week 3,4 - confirmation of tenant improvements completed, all departments completion of work, furnish site
    d. Week 4,5 - Open site

Site Opening Process

- Contract negotiation
- Contract start date (taking into consideration for Tenant Improvements)
- Secure: supplies, furniture, IT equipment, marketing, custodial needs, custodial service, security
- Estimate site budget including lease costs, staffing, utilities ,custodial and security
- If a site needs minimal tenant improvements (paint, floor etc.) it can be available for class in 2-5 weeks. With extensive tenant improvements it may take several months to open

Adding Additional Space at a Current Site

- Facilities team to meet and discuss needs for adding space including all legal qualifications
- Approved by HCCTS Board Of Directors then notify TRUSD of intent
- Identify tenant improvements if needed
- Contract negotiation
- Facilities Team introduced to needs
- Create a timeline for estimated opening date
- Ordering: supplies, furniture, IT equipment, marketing, custodial needs, custodial service, security
- Estimated budget for monthly and yearly costs: including lease, staffing, utilities , custodial, security, etc.
- With space being in an existing site, we anticipate opening within 2-5 weeks.

Determine Reason for Site Closing

- HCCTS, current partner or site owner failure to renew lease
- Current Partner or HCCTS uses 30 day out
- Structure is in disrepair
- Facility condition
- Consolidation of sites
- Fiscal constraints
- Enrollment/ADA in decline
- Cost is not consistent with appraisal comps
- Lease increase

Site Closing Process

- Contact all stakeholders of intentions
- Approved by HCCTS Board Of Directors then notify TRUSD of intent
- Leadership will confer with Facilities Director for closure date
- Notice of closure sent to property owner
- Facilities Team Director coordinates closing with all departments including, IT, maintenance, marketing, safety, academics, finance, SORS, custodial and warehousing
- Facilities walkthrough when vacated

Charter Wide Sites

Charter Educational Sites:

HCCS Sites 29

CICA Sites 8

HCCS and CICA Shared Sites 11

CTE 5

Total Charter Educational Sites: 53

Non-Educational Sites:

Administration 10

Other 7

Total Non-Educational Sites: 17

HCCS

	Site Name	Site Address	Administration	Students	Staff	ADA Jul-2024	Enrollment Jul-2024	ADA Aug-2024	Enrollment Aug-2024	Lease	Estimated Cost	Lease End Date	Notes
1	24th Street	7720 24th Street, Sacramento, CA 95832	☐	☑	1	31	116	55	143	Click Here	$387,380.00 - Contract Life	6/3028	
2	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	☐	☑	5	114	216	123	215	Click Here	$221,200.00 - Contract Life	8/31/25	
3	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	☐	☑						In Process	$37,824.00 - Contract Life		Inactive
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	☑	☑	3					Click Here	Included in Admin section	7/31/25	
5	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	☐	☑	3	124	226	150	263	Click Here	$125,280.00 - Contract Life	08/31/2025	
6	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	☐	☑	22	731	1,544	804	1,453	Click Here	$512,004.00 - Contract Life	06/30/2025	
7	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	☐	☑	18	535	1,051	593	1,085	In Process	$164,130.80 - Contract Life		
8	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	☐	☑	8	210	788	206	695	Click Here	$526,241.50 - Contract Life	M-M	
9	Folsom 2	9555 Folsom Blvd, Suite E, F, G, I, & J Sacramento, CA 95827	☐	☑	6	160		179		In Process	$370,291.44 - Contract Life		
10	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	☐	☑	1	15	216	17	226	Click Here	$186,000.00 - Contract Life	6-30-24	In process
11	Garden Grove 2	14361 Euclid Street, Suite 3C & 3D, Garden Grove, CA 92843	☐	☑	2	69		67		Click Here	$93,500.00 - Contract Life	2/28/25	
12	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	☐	☑	2		188	67	223	Click Here	$67,250.00 - Contract Life	08/31/2025	
13	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	☐	☑	1	28		39		Click Here	$15,552.00 - Contract Life	9/30/25	
14	Hillsdale	5655 Hillsdale Blvd, Suite 1, 9, &, 16 Sacramento, CA 95842	☐	☑	17	358	684	359	612	Click Here	$1,750,522.08 - Contract Life	11/30/27	
15	Howe Avenue	1111 Howe Avenue, #550 & #645, Sacramento, CA 95825	☐	☑	20	245	645	296	605	Click Here	$2,877,3628.00 - Contract Lif	8/30-26	
16	Hurley	3205 Hurley Way, Sacramento, CA 95864	☐	☑	12	184	325	221	372	In Process	$1,096,687.40 - Contract Life		
17	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	☐	☑			132	184	116	193	Click Here	$120,000.00 - Contract Life	08/30/2025
18	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	☐	☑	3						$149,499.00 - Contract Life	6/30/26	
19	Maple	3301 37th Avenue, Sacramento, CA 95824	☐	☑	4	86	888	124	893		$105,600.00/ YR	M-M	
20	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	☐	☑	5	128	450	162	395	In Process	$223,840.00 - Contract Life		
21	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	☐	☑	5	85		77		In Process	$92,295.00 - Contract Life		
22	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	☐	☑	2	60	364	73	304	Click Here	$287,755.68 - Contract Life	1/31/26	
23	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	☐	☑	2	107		92			$136,525.08 - Contract Life	1/31/26	
24	Oxnard	328 West Third Street, Oxnard, CA 93030	☐	☑	2	40	86	56	90	Click Here	$169,101.00 - Contract Life	11/30/25	
25	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	☐	☑	2					Click Here	$200,067.72 - Contract Life	12/31/26	
26	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	☐	☑	2	32	46	36	47	In Process	$141,164.88 - Contract Life		
27	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	☐	☑	2	31	73	41	83		$445,208.00 - Contract Life	6/30/28	
28	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	☐	☑	2	8	40	25	83	Click Here	$126,708.80 - Contract Life	9/30/26	
29	Peacekeeper	3237 Peacekeeper way, Building 200 Suite 202 McClellan, CA 95652	☐	☑						Click Here			New site

CICA

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Notes
1	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	☐	☑	2			Click Here	$96,000.00 - Contract Life	08/31/2025	
2	Fair Oaks 2	6110 Fair Oaks Blvd, #B Carmichael, CA 95698	☑	☐	1			Click Here	Included in A and C Contract	12/31/26	
3	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	☐	☑	3				$1,220,582.00 - Contract Life	3/31/28	
4	Howe Avenue	1111 Howe Avenue Suites #610 and #630 Sacramento, CA 95825	☑	☑	25				Included in HCCTS Contract	3/31/27	
5	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827	☐	☑	1			Click Here	In Kind	06/30/2025	
6	O Street	1326 O Street, Sacramento, CA 95814	☐	☑	1			Click Here	$120,000.00 - Contract Life	8/15/33	
7	Rosemont (Saint John's)		☐	☑	1			In Process	$50,000.00 - Contract Life		
8	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	☐	☑	1				In Kind		

11

Board of Trustees

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President

Stacey Bastian
Vice President

Christine Jefferson
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Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

October 16, 2024

Via Email

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

RE: Notice of Concern/Request for Information
10/3/24 HCCTS Board Presentation - Site Location Discrepancies

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS" or "Charter School") and California Innovative Career Academy (CICA) operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS' compliance with its approved Charter, the Memorandum of Understanding between the District and HCCS regarding the Charter School's operations and oversight, and laws applicable to the Charter School's operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

During the October 3, 2024, HCCTS Board meeting a presentation entitled "2024-25 HCCTS Locations Approval" was given. The PowerPoint presentation (see enclosure) included multiple site/location discrepancies from the approved sites listed in MOU Amendment No. 3 for CICA and HCCS.

Specifically, on slides 11 and 12 of the PowerPoint, HCCTS included a total of six (6) locations which CICA is currently operating without District approval. According to the MOU Amendment No. 3, these six locations were designated for HCCS only. Through enrollment reports, HCCTS has indicated that all six of these sites have had enrolled students since as far back as July 2024.

Additionally, on slide 13 of the aforementioned presentation, HCCTS included three (3) CTE locations that are not included in the current MOU Amendment No. 3. The District was not aware of these CTE locations.

At the beginning of the presentation, you stated that this item was "…an attempt to re-approve and ensure that we're disclosing every location that we are at…". The District is alarmed at this statement, as it alludes to the potential that HCCTS is operating at sites that have not been disclosed and/or approved by the District.

When discussing Slide 11, entitled "CICA", the presenter stated, "This slide represents our current charter-wide sites that we currently hold." Of the sites listed on this slide, three (3) have been approved for HCCS in the MOU Amendment No. 3, not CICA. A cross-reference of these three sites with HCCTS enrollment reports reveals that CICA has enrolled students at all three of these HCCS locations:

1. Del Paso 2, 3730 Marysville Blvd, Sacramento, CA 95838
    a. Enrollment reports reflect 16 CICA students enrolled in July 2024, and 15 CICA students enrolled in August and September 2024.
2. Fair Oaks 2, 6110 Fair Oaks Blvd, Unit A, Carmichael, CA 95608
    a. Enrollment reports reflect 1 CICA student enrolled in July 2024, and 15 CICA students enrolled in August and September 2024.
3. SHRA – Marina Vista, 30 Seavey Circle, Sacramento, CA 95818
    a. Enrollment reports reflect 19 CICA students enrolled in August 2024 and 22 CICA students enrolled in September 2024.

Slide 12 of the presentation, entitled "HCCS & CICA Shared Sites" included an additional three locations, which were approved for HCCS in the MOU Amendment No. 3, not CICA. A cross-reference of these three sites with HCCTS enrollment reports reveals that CICA has enrolled students at all three of these HCCS locations:

1. Auburn 2, 7817 Old Auburn Road, Citrus Heights, CA 95610
    a. As a note, the site at this address is titled "Old Auburn" in the MOU Amendment No. 3.
    b. Enrollment reports reflect 16 CICA students enrolled in July 2024, 30 CICA students enrolled in August 2024, and 34 CICA students enrolled in September 2024.
2. Norwood, 431 Hayes Avenue, Sacramento, CA 95838
    a. Enrollment reports reflect 25 CICA student enrolled in July 2024, 29 CICA students enrolled in August 2024, and 28 CICA students enrolled in September 2024.
3. Oak Park, 2520 33rd St, Sacramento, CA 95817
    a. Enrollment reports reflect 113 CICA students enrolled in July 2024, 202 CICA students enrolled in August 2024, and 218 CICA students enrolled in September 2024.

Slide 13 of the presentation, entitled "CTE Programs" included an additional three locations that are not listed in the MOU Amendment No. 3 and for which the District has no knowledge. A cross-reference of these three sites with HCCTS enrollment reports also revealed that HCCTS has enrolled students at two of the three locations.

1. Mixed Institute, 5950 Florin Rd., Unit 103, Sacramento, CA 95823
    a. Enrollment reports reflect 6 CICA student enrolled in July, August and September 2024. The reports also indicate that there were 2 HCCS students enrolled in July

2024, 5 HCCS student in August 2024, and 4 HCCS students enrolled in September 2024.

2. Federico, 1515 Sports Drive, Sacramento, CA 95834
    a. Enrollment reports reflect 4 CICA student enrolled in July 2024, and 2 CICA students enrolled in August and September 2024. The reports also indicate that there were 9 HCCS students enrolled in July 2024, and 12 HCCS student in August and September 2024.
3. Unitek, 4330 Watt Ave, Sacramento CA
    a. No student enrollments reported.

Additionally, on September 17, 2024 and again on October 1, 2024, Sharilyn Warta from the District emailed Melissa Roberson at HCCTS requesting clarification regarding discrepancies between the 2023-24 and 2024-25 enrollment reports and the sites that were listed in the reports. While Ms. Roberson has indicated that she will follow-up with us about this, the District is including that request as part of this Notice of Concern/Request for information.

1. **CICA Sites from 10/3/24 Board Presentation (Slides #11 & 12)**

Action Needed:

- Explain the discrepancies between the CICA sites listed in the MOU Amendment No 3 and the six (6) locations that HCCTS stated are currently being used for CICA. Include in your explanation the reason(s) that HCCTS enrolled CICA students at these locations without a material revision request or advanced notification to the District of this material change to the charter.

2. **CTE Programs from 10/3/24 Board Presentation (Slide #13)**

Action Needed:

- Explain the discrepancies between the sites listed in the MOU Amendment No 3 and the three (3) locations that HCCTS stated are currently being used for CTE. Include in your explanation the reason(s) that HCCTS is operating at locations that are not listed in the MOU Amendment No. 3 and for which the District has no knowledge.

3. **Enrollment Reports**

Action Needed:

- Explain the discrepancies between the sites listed in the 2023-24 and 2024-25 enrollment reports and the approved sites listed in the MOU Amendment No 3.
- Provide a list of addresses for each site listed in the enrollment reports.
- Submit an updated enrollment report for CICA for the 2023-24 school year and include a breakdown by site.

The District requests that HCCTS respond to the items listed above by no later than 5:00 PM on November 14, 2024. Your response should be directed to the District for my attention.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:

2024-25 HCCTS Locations Approval PPT, dated October 3, 2024
2024-25 HCCS Enrollment Reports
2024-25 CICA Enrollment Reports
2023-24 CICA and HCCS Enrollment Reports

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HCCS & CICA SHARED SITES

	Site Name	Site Address	Administration	Students	CICA	Staff	ADA Jul-2024	Enrollment Jul-2024	ADA Aug-2024	Enrollment Aug-2024	Lease	Estimated Cost	Lease End Date	Notes
1	Auburn	4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841	☐	☑	☑	10	91	490	107	561	Click Here	$338,564.88 - Contract Life	4/30/26	
2	Auburn 2	7817 Old Auburn Road, Citrus Heights, CA 95610	☐	☑	☑	11	52		141		Click Here	$522,432.00 - Contract Life	12/31/28	
3	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	☐	☑	☑	6	95	171	112	198	In Process	$538,596.00 - Contract Life		
4	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	☑	☑	☑	65	340	1,020	468	1,242		District's Site		
5	Industrial	8180 Industrial Parkway, Sacramento, CA 95824	☑	☑	☑	7					Click Here	$1,620,492.00 - Contract Life	9/30/28	
6	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	☐	☑	☑	15	298	888	327	893	Click Here	$1,200,216.00 - Contract Life	6/30/28	
7	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	☐	☑	☑	20	480	1,091	631	1,066	Click Here	$825,676.68 - Contract Life	4/30/28	
8	Marysville	715 C Street, Marysville, CA 95901	☐	☑	☑	5	33	70	39	51	Click Here	$523,968.00 - Contract Life	6/30/28	
9	Norwood	431 Hayes Avenue, Sacramento, CA 95838	☐	☑	☑	2	2	28	7	21	Click Here	$54,000.00 - Contract Life	8/31/25	
10	Oak Park	2520 33rd St, Sacramento, CA 95817	☑	☑	☑	15	42	139	20	84	Click Here	$1,396,368.00 - Contract Life	6/30/28	
11	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	☐	☑	☑	12	179	413	200	409	Click Here	$1,154,082.00 - Contract Life	6/30/28	

CTE PROGRAMS

No	Site Name	Site Address	Students
1	Mixed Institute of Barber & Cosmetology	5950 Florin Rd Unit 103 Sacramento, CA 95823 United States	☑
2	Federico	1515 Sports Drive, Sacramento, CA 95834	☑
3	Unitek (Medical Assistant)	4330 Watt Ave, Sacramento CA	☑
4	Asher College (Career Training)	1215 Howe Ave, Sacramento CA	☑
5	Advance Beauty College	10121 Westminster Ave, Garden Grove CA	☑

13

ADMINISTRATION

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Note
1	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse/ Receiving)	☑	☐	15			Click Here		02/29/2028	
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (23X Studio)	☑	☐	4			Click Here		02/29/2028	
3	Capitol Mall	555 Capitol Mall, #550, #725, #735, Sacramento, CA 95814	☑	☐	25			Click Here	$1,696,324.07 - Contract Life	9-30/27	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	☑	☑	6			Click Here		9/30/27	
5	Fair Oaks 2	6110 Fair Oaks Blvd, #A, # C Carmichael, CA 9560i	☑	☐	7			Click Here	$265,665.00 - Contract Life	12/31/26	
6	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	☑	☑	55				District Site		
7	Hillsdale	5655 Hillsdale Blvd, Suite 11 &, 16 Sacramento, CA 95842	☐	☑	30			Click Here	Included in 1, 9 & 11	11/30/27	
8	Howe Avenue	1111 Howe Avenue, #115, #445, #455, #505, #555, #575, #595, #610, #630, & #655, Sacramento, CA 95825	☑	☑	135			Click Here	Included in HCCTS	3/31/27	
9	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse/ Receiving)	☑	☐	TBD			Click Here	$651,420.00 - Contract Life		Opening 10-1-24
10	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101	☑	☐	1			Click Here	$185,454.00 - Contract Life		2/28/26

OTHER LOCATIONS

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Notes
1	Arden	901 Arden Way, Sacramento, CA 95815 **(Warehouse/ Receiving)**	☑	☐	15			Click Here	$1,151,947.26 - Contract Life	02/29/2028	
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 **(23X Studio)**	☑	☐	4			Click Here		02/29/2028	
3	Fair Oaks	2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825 **(CTE Salon)**	☐	☐	3			Click Here	$208,205.80 - Contract Life	09/31/2025	
4	Fair Oaks	2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825 **(23X Studio)**	☐	☐	3			Click Here		08/31/2025	
5	Fair Oaks	2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825 **(Highlands Wellness Center)**	☐	☐	8			Click Here	$508,239.24 - Contract Life	08/31/2026	
6	Hillsdale	5655 Hillsdale Blvd, Suite 18 Sacramento, CA 95842 **(Highlands Wellness Center)**	☐	☐	2			Click Here	Included in 1, 9, & 11		
7	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 **(Warehouse/ Receiving)**	☑	☐	TBD			Click Here	Included in Administration	11/14/28	Opening 10-1-24

Master Sites List for Board Approval

No	Site Name	Site Address	Dublicate Site
		HCCS	
1	24th Street	7720 24th Street, Sacramento, CA 95832	
2	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	
3	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	x
5	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	
6	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	
7	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	
8	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	
9	Folsom 2	9555 Folsom Blvd, Suite E, F, G, I & J, Sacramento, CA 95827	
10	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	
11	Garden Grove 2	14361 Euclid Street, Suite 3C & 3D, Garden Grove, CA 92843	
12	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	
13	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	
14	Hillsdale	5655 Hillsdale Blvd, Suite 1, 9, &, 16 Sacramento, CA 95842	
15	Howe Avenue	1111 Howe Avenue, #550 & #645, Sacramento, CA 95825	
16	Hurley	3205 Hurley Way, Sacramento, CA 95864	
17	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	
18	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	
19	Maple	3301 37th Avenue, Sacramento, CA 95824	
20	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	
21	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	
22	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	
23	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	
24	Oxnard	328 West Third Street, Oxnard, CA 93030	
25	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	
26	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	
27	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	
28	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	
29	Peacekeeper	3237 Peacekeeper way, Building 200 Suite 202 McClellan, CA 95652	

No	Site Name	Site Address	Dublicate Site
		CICA	
1	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	
2	Fair Oaks 2	6110 Fair Oaks Blvd, #B Carmichael, CA 95698	
3	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	
4	Howe Avenue	1111 Howe Avenue Suites #610 and #630 Sacramento, CA 95825	
5	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827	
6	O Street	1326 O Street, Sacramento, CA 95814	
7	Rosemont (Saint John's)		
8	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	
		HCCS & CICA	
1	Auburn	4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841	
2	Auburn 2	7817 Old Auburn Road, Citrus Heights, CA 95610	
3	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	
4	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	
5	Industrial	8180 Industrial Parkway, Sacramento, CA 95824	
6	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	
7	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	
8	Marysville	715 C Street, Marysville, CA 95901	
9	Norwood	431 Hayes Avenue, Sacramento, CA 95838	
10	Oak Park	2520 33rd St, Sacramento, CA 95817	
11	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	

Master Sites List for Board Approval

No	Site Name	Site Address	Dublicate Site
		CTE Programs	
1	Mixed Institute of Barber & Cos	5950 Florin Rd Unit 103 Sacramento, CA 95823 United States	
2	Federico	1515 Sports Drive, Sacramento, CA 95834	
3	Unitek (Medical Assistant)	4330 Watt Ave, Sacramento CA	
4	Asher College (Career Training	1215 Howe Ave, Sacramento CA	
5	Advance Beauty College	10121 Westminster Ave, Garden Grove CA	
		Administration	
1	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse/ Receiving)	x
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (23X Studio)	x
3	Capitol Mall	555 Capitol Mall, #550, #725, #735, Sacramento, CA 95814	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	x
5	Fair Oaks 2	6110 Fair Oaks Blvd, #A, # C Carmichael, CA 9560i	
6	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	
7	Hillsdale	5655 Hillsdale Blvd, Suite 11 &, 16 Sacramento, CA 95842	
8	Howe Avenue	1111 Howe Avenue, #115, #445, #455, #505, #555, #575, #595, #610, #630, & #655, Sacramento, CA 95825	
9	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse/ Receiving)	
10	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101	
		Other	
1	Arden	901 Arden Way, Sacramento, CA 95815 **(Warehouse/ Receiving)**	x
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 **(23X Studio)**	x
3	Fair Oaks	2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825 **(CTE Salon)**	
4	Fair Oaks	2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825 **(23X Studio)**	
5	Fair Oaks	2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825 **(Highlands Wellness Center)**	
6	Hillsdale	5655 Hillsdale Blvd, Suite 18 Sacramento, CA 95842 **(Highlands Wellness Center)**	
7	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 **(Warehouse/ Receiving)**	

Closing Site List for Board Approval

No	Site Name	Site Address	Notes
1	American River	3600 American River Drive #280, Sacramento, CA 95864	Vacant/ Seeking Sublease
2	El Camino	4813 El Camino Avenue, Suite A & C Carmichael, CA 95608	Underutilized
3	Marysville 2	1431 C St, Marysville, CA 95901 (It's Never Too Late Stadium)	Inactive
4	South Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	Inactive

Contributors:

Disa Cameron

Von Allen

Matthew Lemos

Isabel Amezcua

Lee Farrand

Waisuddin Akhondzada

Rich Henning

Data Resource:

Powerschool

Finance

Facilities

Student Onboarding and Records

HCCTS CTE programs

California Building Code (CBC)

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members

Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary; Sonja Cameron, Corporate Treasurer; Rickey Jones, Mellonie Yang, Mary DeChance, Mike Reid, Sondra Betancourt, LEA

Executive Director

Bill McGuire

Board Meeting Minutes

DATE & TIME: **Thursday, October 17, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

Page

A. CALL TO ORDER AND ROLL CALL

Corporate President Ernie Daniels called the meeting to order at 2:00 pm.

Present: Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, Mike Reid

Absent: Sonja Cameron, Rickey Jones

B. ADOPTION OF THE AGENDA

A motion was made to adopt the agenda and to move the second consent agenda item to action item #4.

Moved by: Mike Reid
Seconded by: Mary DeChance

Aye Ernie Daniels, Sharon Rocco, Matt Powers,

Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

C. FLAG SALUTE

Led by Mary DeChance.

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

There were no comments addressed to the Board.

E. ACTION ITEMS

1. **Contract Approval** 6

A motion was made to approve the RPC and Create Neptune contracts. 6

Moved by: Mike Reid
Seconded by: Sharon Rocco

Aye	Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

2. **2024-25 Salary Schedule** 7 - 10

No motion was made. 7 - 10

Aye	Ernie Daniels, Sharon Rocco, Mellonie Yang, Mary DeChance, and Mike Reid
Abstain	Matt Powers

Void 5-0

3. **Revision of Bylaws** 11

A motion was made to approve the revision of Bylaws as it pertains to the Conflict of Interest Code. 11

Moved by: Mike Reid

Seconded by: Mellonie Yang

Aye Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

4. Adoption of Job Descriptions 12 - 13

DASS Coordinator

A motion was made to adopt the job description. 12 - 13

Moved by: Mike Reid
Seconded by: Mary DeChance

Aye Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

F. CONSENT AGENDA ITEMS

The Board approved the consent agenda items.

A motion was made to approve the consent agenda.

Moved by: Matt Powers
Seconded by: Ernie Daniels

Aye Ernie Daniels, Sharon Rocco, Matt Powers, Mellonie Yang, Mary DeChance, and Mike Reid

Carried 6-0

1. Adoption of Minutes 14 - 18

Regular Board Meeting - Oct 03 2024 - Minutes - Html -
Added on October 16, 2024.

2. Adoption of Board Policies 19 - 29

3516 BP School Safety - Emergency Preparedness

4112.9 BP Employee Notifications

4119.23 BP Unauthorized Release of Confidential/Privileged Information

6000 BP Instruction: Aims, Concepts, and Roles

9270 BP Conflict of Interest Code

3. Approval of 2024-25 HCCTS Locations 30 - 31
Approve the site list for SY 2024-25

4. Approval of Collaborative Circles Initiative Code of Conduct and Facilitator Agreement 32 - 35
Collaborative Circles Initiative Code of Conduct

Facilitator Agreement

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

4119.11 BP Policy Against Sexual Harassment and Discrimination (Remove)

4119.12 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

5145.71 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

H. INFORMATION FOR DISCUSSION

1. **Enrollment Update** 71 - 77
Chief Business Official (CBO) Matthew Lemos provided the Board with an update on the Census Day Enrollment Report.

2. **HR Update** 78 - 90
Director of HR Jasmine Gibbs presented an HR update to the Board.

3. **WASC Update** 91 - 99
Director of Accountability & Assessment Melissa Roberson updated the Board with a WASC update.

4. **CTE Update** 100 - 131
Director of CTE Lee Farrand provided the Board with a CTE

report.

5. 2025 Board Meeting Calendar

   The Board discussed the changes they would like to propose for the 2025 Board Meeting Calendar.

6. **Organizational Chart Update** 132 - 138

   Deputy Directors and CBO provided the Board with an update on the organizational chart.

I. BOARD COMMENTS

The Board concluded by expressing appreciation for all the presentations. Board President Ernie Daniels highlighted Mellanie Yang for her hard work and dedication.

J. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

No public comments were made regarding the closed session.

K. CLOSED SESSION

Corporate President Ernie Daniels recessed the open session at 3:47 PM.

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])

L. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

Corporate President Ernie Daniels announced at 4:30 PM that no action was taken during the closed session.

M. NEXT MEETING: November 7, 2024 at 2:00 pm

N. ADJOURNMENT

The Board meeting was adjourned at 4:30 pm.

Ernie Daniels

Board Chair

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St.** | 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave.** | 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St.** | 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd.** | 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy.** | 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave.** | 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr.** | 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave.** | 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St.** | 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms** | 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave.** | 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St.** | 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way** | 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln.** | 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave.** | 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St.** | 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way** | 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd.** | 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St.** | 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St.** | 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave.** | 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St.** | 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd.** | 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd.** | 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd.** | 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*
4. **O St.** | 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont** | *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle** | 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd.** | 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St.** | 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd.** | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd.** | 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*

6. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave.** | 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave.** | 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy.** | 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave.** | 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd.** | 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave.** | 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy.** | 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
   **CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College** | 10121 Westminster Ave., Garden Grove, CA
2. **Asher** | 1215 Howe Ave., Sacramento, CA 95834
3. **Federico** | 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed** | 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek** | 4330 Watt Ave., Sacramento, CA
   **CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave.** | 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr.** | 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
3. **Arden Way** | 901 Arden Way, Sacramento, CA 95815 *(Warehouse/Receiving) (Previously Arden)*
4. **Boxwood St.** | 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd.** | 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **El Camino** | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
2. **Fair Oaks 2** | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
3. **Folsom 2** | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
4. **Marysville 2** | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
5. **S. Lake Tahoe** | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

August 15, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Facility/Location Changes and MOU Compliance

Dear Ryan DiGiulio, Chief Business Official

We have prepared the following response to the notice of concern dated August 5, 2024 regarding facility and location changes and MOU compliance.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

MOU Compliance: Peacekeeper Way
On June 5, 2024 HCCTS emailed TRUSD regarding Peacekeeper Way. Peacekeeper Way was also discussed in two phone calls with subsequent written communication via email. In the email it was expressed that HCCTS' previous leases at 3144 Palm Street, Building 826, McClellan Park, CA 95652 and 5411 Luce Avenue, Unite 242, McClellan Park, CA 95652 were set to expire on June 30, 2024 without the option to renew, therefore a search was undertaken for the purpose of relocating classrooms, and 3237 Peacekeeper Way, McClellan Park, CA 95652 was selected.

Hillsdale
HCCTS first secured a lease agreement with the Hillsdale site on August 2, 2022 Hillsdale has been serving students for the past two years and continues to provide classes to students during the 2023-2024 school year. On August 1, 2023, HCCTS expanded the Hillsdale site to meet the growing need for additional office space to accommodate a dedicated marketing office, the Brain Team, CICA office, and a Student Wellness Center.

Howe Avenue
On June 30, 2017, HCCTS secured a lease agreement with the site located at 1111 Howe Avenue. Since then, our students have been attending classes there for 7 years. In 2019, 2021 and 2024, we added additional suites to expand our offices, as new space was needed for our increased number of employees and departments. *All the new suites were opened at an approved location.*

Below are the office spaces that were added:

Suite	Date	Purpose
#115	8/1/2017	Admin space
#445	04/01/2024	Student Services
#455	04/01/2024	Student Services
#505	04/01/2024	HCCS Academics
#550	04/01/2024	HCCS Classroom
#555	04/01/2024	CTE & EI Principals and

		CTE Project Coordinators
#575	04/01/2024	Student Onboarding and Records Department
#595	04/01/2024	Community Schools
#610	04/01/2024	CICA
#630	08/01/2021	CICA Admin space
#645	04/01/2024	Accountability and Assessment Department
#655	11/1/2019	HCCS Classes

HCCTS agrees to provide written notification to the District 30 days in advance of any proposed facility changes so that the District may evaluate whether any proposed actions may constitute a material revision to the charter.

Oakland Site Closures
On April 1, 2024, HCCTS provided a 30-day notice to Kathy Chao Rothberg regarding the termination of the MOUs for the locations at 2325 E. 12th Street, Oakland, CA 94601, and 8484 Edes Avenue, Oakland, CA 94621. The last effective day of this agreement was Tuesday, April 30, 2024.

HCCTS was unable to supply 30-day advance notice of the closures of the locations at 2325 E. 12th Street, Oakland, CA 94601 and 8484 Edes Avenue, Oakland, CA 94621 to TRUSD. These locations were leased on a monthly basis in partnership with Lao Family to provide services to ELD students. In the process of renegotiating the lease, Lao Family asked for a substantial increase in the lease amount. These locations had historically drawn low attendance. Consequently, it became fiscally irresponsible to continue leasing these locations.

Moving Forward 2024-2025
Highlands Community Charter School will continue to improve in the area of communication as it relates to opening and closing sites in seeking TRUSD approval. Attached you will find MOUs for Hillsdale, Howe, and sites in Oakland.

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SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is effective as of 8/1/2023, 2023 and is entered into by and between Olivewood Group, a California general partnership ("Landlord") and Highlands Community Charter and Technical Schools ("Tenant").

Recitals

A. Tenant and Landlord have previously entered into that certain Lease dated as of August 2, 2022, as amended by First Amendment to Lease dated as of November 7, 2022, (collectively the "Lease") pursuant to which Tenant leased from Landlord those certain premises known as 5655 Hillsdale Boulevard, Suites 1 and 9, Sacramento, CA 95842, as more specifically set forth in the Lease (collectively the "Premises"). Suite 1 contains 7,000 square feet of gross leasable area and Suite 9 containing approximately 1,716 square feet of gross leasable area. Prior to this Second Amendment, the Premises are deemed to contain 8,716 square feet of gross leasable area

B. Landlord and Tenant have agreed to expand the Premises.

C. The Term of the Lease will expire on September 30, 2025 and the parties wish to extend the Term.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Premises. In addition to Suites 1 and 9, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suites11 and 18, collectively containing approximately 6,883 square feet of gross leasable area ("Expansion Premise"). Commencing on the earlier of (i) ninety (90) days following the date the Expansion Premise is delivered to Tenant or (ii) the day Tenant opens for business in Suites 11 and 18 ("Expansion Commencement Date"), the Premises will be deemed to contain 15,599 square feet of gross leasable area. Exhibit A "Premises" to the Lease is hereby deleted and replaced with the Exhibit A "Premises" attached hereto and by this reference incorporated herein.

3. Landlord's Work. Landlord shall deliver the Expansion Premise in their "as is" condition except that prior to delivery of the Expansion Premise to Tenant, Landlord shall confirm that the HVAC, electrical and plumbing for the Expansion Premise are in good working order. Subject to reimbursement as set forth herein, Tenant shall, in accordance with the provisions of Section 12.2, perform all work necessary to make the Expansion Premises ready for Tenant's Permitted Use ("Tenant's Expansion Work"). Landlord shall provide Tenant with a tenant improvement allowance of up to One Hundred Seventeen Thousand Eleven and No/100 Dollars ($117,011.00) for the Tenant's Expansion Work only, which shall be paid to Tenant within sixty (60) days of Tenant's opening for business at the Expansion Premises, subject to the following conditions precedent: (A) no default shall have occurred hereunder, (B) Landlord's receipt of a written certification from Tenant's architect to Landlord that Tenant's Work is complete, (C) Landlord's receipt of final and unconditional lien waivers from the general

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contractor, any subcontractors, materialmen and suppliers for work completed showing that they have been paid in full and that no liens are claimed, (D) Landlord's receipt of a certificate of occupancy or copy thereof for the Expansion Premises, and (E) Tenant shall provide Landlord with copies of paid invoices for such work and signed off permits for Tenant's Expansion Work. Landlord shall be permitted to inspect the Expansion Premises at any time during normal business hours during the performance of Tenant's Work with reasonable advance notice to Tenant. Tenant is hereby notified, pursuant to the provisions of Civil Code Section 1938, that neither the Expansion Premises nor the building of which the Expansion Premises are a part have undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the Expansion Premises and determine whether the Expansion Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Expansion Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection. Tenant shall pay the cost of making any repairs necessary to correct the violations of construction-related accessibility standards within the Expansion Premises. The Expansion Premises shall be delivered to Tenant upon full execution of this Lease and Landlord shall not be required to provide written notice to Tenant. Tenant shall deliver copies of policies of insurance or certificates thereof for the Expansion Premises (as required under Section 15.1) to Landlord before delivery of the Expansion Premises. Landlord shall not be obligated to deliver possession of the Expansion Premises to Tenant until such items are delivered, but the delivery date shall not be affected or delayed by Landlord's decision not to deliver possession of the Expansion Premises as a result of such failure. Tenant releases Landlord from any claim whatsoever for damages for any delay in delivery of the Expansion Premises to Tenant and this Lease shall not be rendered void or voidable by any such delay.

4. Term. Commencing on the Expansion Commencement Date, the Term of the Lease is shall be extended by forty-eight (48) months ("Expanded Term"). The parties will execute a letter agreement setting forth the new expiration date within ten (10) business days following the Expansion Commencement Date.

5. Minimum Rent. Until the Expansion Commencement Date, Tenant will pay Minimum Rent on Suites 1 and 9 as set forth in the Lease. Commencing on the Expansion Commencement Date, monthly Minimum Rent for the Premises, through the first full twelve (12) months of the Expanded Term shall be Twenty Thousand Two Hundred Seventy-Eight and 70/100 Dollars ($1.30psf) per month, pro-rated for the initial partial month if applicable. Commencing with the thirteenth (13th), twentieth fifth (25th) and thirty-seventh (37th) months of Expanded Term, monthly Minimum Rent for the Premises shall increase to one hundred three percent (103%) of the monthly Minimum Rent for the prior twelve (12) months. Tenant shall pay, Landlord contemporaneously with Tenant's execution of this Second Amendment, monthly Minimum Rent and Landlord's estimate of Tenant's pro rata share of Common Area Expenses, Real Estate Taxes and Landlord's insurance costs in the amount of Eleven Thousand Seven Hundred Sixth-Nine and 93/100 Dollars ($11,769.93) for the Expansion Premise which will be applied to the first month full month of the Expanded Term.

6. Security Deposit. Landlord is currently holding a Security Deposit in the amount of Fourteen Thousand Six Hundred Thirty-Six and 08/100 Dollars ($14,636.08). Tenant shall increase the Security Deposit by paying Landlord, contemporaneously with Tenant's execution

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of this Second Amendment, Eleven Thousand Seven Hundred Sixth-Nine and 93/100 Dollars ($11,769.93) for a total Security Deposit of Twenty-Six Thousand Four Hundred Six and 01/100 Dollars ($26,406.01).

7. Tenant's Pro Rata Share. Notwithstanding anything to the contrary set forth in the Lease, commencing on the Expansion Commencement Date, Tenant's pro rata share of Common Area Expenses, Tenant's pro rata share of Real Property Taxes and Tenant's pro rata share of insurance maintained by Landlord shall be 29.63%.

8. Permitted Use. In addition to the Permitted Use set forth in the Lease, Tenant shall be permitted to use Suite 18 to operate a student only fitness center.

9. Signs. Tenant shall be permitted, at Tenant's sole cost and expense, to install signage on the Expansion Premise as permitted in the Lease.

10. Representations and Warranties of Tenant. As a material inducement to Landlord to enter into this Second Amendment, Tenant represents and warrants to Landlord that as of the date of this Second Amendment:

(a) No Default. To Tenant's knowledge, here are no defaults by Landlord or Tenant under the Lease and no circumstance has occurred which, but for the expiration of an applicable grace period, would constitute a default by Landlord or Tenant under the Lease. Tenant has no defense or right of offset under the Lease.

(b) Authority. Tenant has full right, power and authority to enter into this Second Amendment. This Second Amendment and the Lease are binding obligations of Tenant, enforceable in accordance with their terms.

(c) No Assignment. Tenant is the sole lawful tenant under the Lease and Tenant has not sublet, assigned or otherwise transferred any of the right, title or interest of Tenant under the Lease or arising from its use or occupancy of the Premises, and no other person, partnership, corporation or other entity has any right, title or interest in the Lease or the Premises or the right to occupy or use all or any part of the Premises.

11. Amendment to Lease. This Second Amendment represents the entire agreement between Landlord and Tenant regarding the subject matter contained in this Second Amendment and there are no other terms, obligations, covenants, representations, statements or conditions oral or otherwise of any kind whatsoever between the parties regarding the subject matter contained in this Second Amendment except as set forth in this Second Amendment. No amendment or modification to this Second Amendment shall be effective unless it is in writing and executed by both Landlord and Tenant. All references to the term "Lease" in this Second Amendment and the Lease shall mean the Lease as amended by this Second Amendment. Except as expressly modified by the terms of this Second Amendment, the Lease remains unchanged and in full force and effect.

12 Counterparts. This Second Amendment may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Tenant and Landlord have executed this Second Amendment as of the date first written above.

LANDLORD: Olivewood Group, a California general partnership

DocuSigned by:
VINCENT MAESTRI
By: D08B7BD36ACC450...
Vincent Maestri

TENANT: Highlands Community Charter and Technical Schools

DocuSigned by:
Murdock Smith
By: 6AA7C3E2A596498...
Name: Murdock Smith
Its: Executive Director

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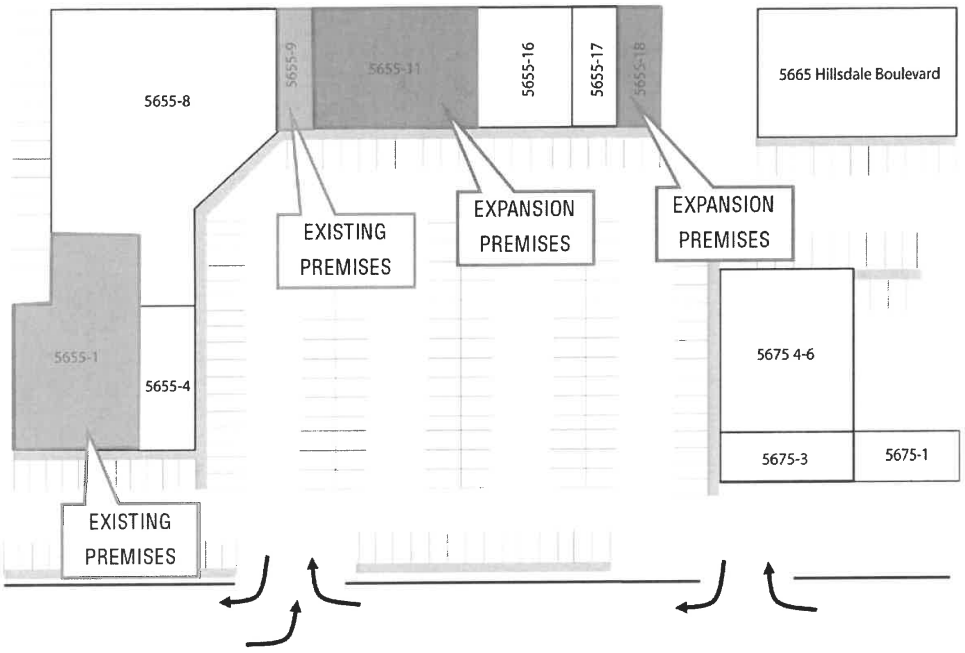
EXHIBIT A

PREMISES



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GALLELLI
REAL ESTATE

Matt N. Goldstein
Vice President
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Gallelli Real Estate
3005 Douglas
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Roseville, CA 95661

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F 916 784 2098
www.GallelliRE.com

January 30, 2024

Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838

RE: THIRD AMENDMENT TO LEASE - HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
OLIVEWOOD CENTER – SACRAMENTO, CA

On behalf of Matt Goldstein, enclosed via Docusign is the Third Amendment Highlands Community Charter and Technical School at Olivewood Center for execution. Once executed, please send or drop off a check totaling $12,127.00, which is for pre-paid rent and NNN's ($6,063.50) and the additional security deposit ($6,063.50). Please make the check payable to **Olivewood Group.** Location to send or drop off check is:

Gallelli Real Estate
3005 Douglas Blvd., Suite 200
Roseville, CA 95661
ATTN: Brenda Pierce

If you have any questions, please do not hesitate to contact us at the office

Sincerely,

GALLELLI REAL ESTATE

Brenda Pierce

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THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Third Amendment") is effective as of 1/31/2024 and is entered into by and between Olivewood Group, a California general partnership ("Landlord") and Highlands Community Charter and Technical Schools ("Tenant").

Recitals

A. Tenant and Landlord have previously entered into that certain Lease dated as of August 2, 2022, as amended by First Amendment to Lease dated as of November 7, 2022 and Second Amendment to Lease dated as of August 1, 2023 (collectively the "Lease") pursuant to which Tenant leased from Landlord those certain premises known as 5655 Hillsdale Boulevard, Suites 1, 9, 11, and 18, Sacramento, CA 95842 (collectively the "Premises"), as more specifically set forth in the Lease. The Premises currently contains a total of 15,599 square feet of gross leasable area.

B. Landlord and Tenant have agreed to expand the Premises.

C. The current Term of the Lease for Suites 1, 9, 11, and 18 will expire on November 30, 2027 and the parties have agreed to extend the Term of the Lease only for the Additional Expansion Premise, as more specifically set forth below.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals. The recitals set forth above form a material part of this Third Amendment and are incorporated herein by this reference.

2. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

3. Premises. In addition to Suites 1, 9, 11 and 18, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite 16, containing approximately 3,350 square feet of gross leasable area ("Additional Expansion Premises"). Commencing on the earlier of (i) ninety (90) days following the date the Additional Expansion Premises is delivered to Tenant or (ii) the day Tenant opens for business in Suite 16 ("Additional Expansion Premises Commencement Date"), Tenant shall pay Landlord Minimum Rent and Tenant's pro rata share of Common Area Expenses, Real Estate Taxes and Landlord's insurance costs as set forth below. Exhibit A-1 "Additional Expansion Premises" attached hereto and is by this reference incorporated herein.

4. Landlord's Work. Landlord shall deliver the Additional Expansion Premises in its "as is" condition with all utilities in good working order. Subject to reimbursement as set forth below, Tenant shall, in accordance with the provisions of Section 12.2 of the Lease, perform all work necessary to make the Additional Expansion Premises ready for Tenant's Permitted Use ("Tenant's Additional Expansion Premises Work"). Landlord shall provide Tenant with a tenant improvement allowance of up to Fifty-Six Thousand Nine Hundred Fifty and No/100 Dollars ($56,950.00) for the actual cost of Tenant's Additional Expansion Premises Work only, which shall be paid to Tenant within sixty (60) days of Tenant's opening for business

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at the Additional Expansion Premises, subject to the following conditions precedent: (A) no default shall have occurred hereunder, (B) Landlord's receipt of a written certification from Tenant's architect to Landlord that Tenant's Work is complete, (C) Landlord's receipt of final and unconditional lien waivers from the general contractor, any subcontractors, materialmen and suppliers for Tenant's Additional Expansion Premises Work completed showing that they have been paid in full and that no liens are claimed, (D) Landlord's receipt of a certificate of occupancy or copy thereof for the Additional Expansion Premises, and (E) Tenant shall provide Landlord with copies of paid invoices for such Tenant's Additional Expansion Premises Work and signed off permits for Tenant's Additional Expansion Premises Work. Landlord shall be permitted to inspect the Additional Expansion Premises at any time during normal business hours during the performance of Tenant's Additional Expansion Premises Work with reasonable advance notice to Tenant. Tenant is hereby notified, pursuant to the provisions of Civil Code Section 1938, that neither the Additional Expansion Premises nor the building of which the Additional Expansion Premises are a part have undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the Additional Expansion Premises and determine whether the Additional Expansion Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Additional Expansion Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection and the payment of the fee for the CASp inspection. Tenant shall pay the cost of making any repairs necessary to correct any violations of construction-related accessibility standards within the Additional Expansion Premises. The Additional Expansion Premises shall be delivered to Tenant upon full execution of this Third Amendment and Landlord shall not be required to provide written notice to Tenant. Tenant shall deliver to Landlord copies of policies of insurance or certificates thereof for the Additional Expansion Premises (as required under Section 15.1 of the Lease) before delivery to Tenant. Landlord shall not be obligated to deliver possession of the Additional Expansion Premises to Tenant until such items are delivered, but the delivery date shall not be affected or delayed by Landlord's decision not to deliver possession of the Additional Expansion Premises as a result of such failure. Tenant releases Landlord from any claim whatsoever for damages for any delay in delivery of the Additional Expansion Premises to Tenant and the Lease shall not be rendered void or voidable by any such delay.

5. Term. The Term of the Lease for Suites1, 9, 11, and 18 shall expire on November 30, 2027. Notwithstanding the fact that the Lease has terminated for Suites1, 9, 11, and 18, the Term of the Lease for the Additional Expansion Premises only shall commence on the earlier of (i) the date Tenant opens for business in the Additional Expansion Premises or (ii) ninety (90) days after the Additional Expansion Premises is delivered to Tenant ("Additional Expansion Premises Commencement Date") and shall continue for thirty-six (36) full calendar months thereafter ("Additional Expansion Premises Term"). .

6. Minimum Rent. Until the Additional Expansion Premises Commencement Date, Tenant will pay Minimum Rent as set forth in the Second Amendment to Lease for the Premises only. Commencing on the Additional Expansion Premises Commencement Date, monthly Minimum Rent for the Additional Expansion Premises through the first full twelve (12) full calendar months of the Additional Expansion Premises Term, shall be Four Thousand Three Hundred Fifty-Five and 0/100 Dollars ($4,355.00) ($1.30 psf) per month, pro-rated for the initial partial month if applicable. Commencing with the thirteenth (13th) and twenty fifth (25th) full

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calendar months of the Additional Expansion Premises Term, Minimum Rent for the Additional Expansion Premises shall increase to one hundred three percent (103%) of the monthly Minimum Rent for the prior twelve (12) months. Tenant shall pay, Landlord contemporaneously with Tenant's execution of this Third Amendment, monthly Minimum Rent and Landlord's estimate of Tenant's pro rata share of Common Area Expenses, Real Estate Taxes and Landlord's insurance costs in the amount of Six Thousand Sixty-Three and 50/100 Dollars ($6,063.50) which will be applied to the first full month's rent for the Additional Expansion Premises.

7. Security Deposit. Landlord is currently holding a Security Deposit in the amount of Twenty-Six Thousand Four Hundred Six and 01/100 Dollars ($26,406.01)). Tenant shall increase the Security Deposit by paying Landlord, contemporaneously with Tenant's execution of this Third Amendment, Six Thousand Sixty-Three and 50/100 Dollars ($6,063.50) for a total Security Deposit of Thirty-Two Thousand Four Hundred Sixty-Nine and 51/100 Dollars ($32,469.51).

7. Tenant's Pro Rata Share. Notwithstanding anything to the contrary set forth in the Lease, commencing on the Additional Expansion Premises Commencement Date and continuing through the Additional Expansion Premises Term, in addition to Tenant's pro rata share of Common Area Expenses for the Premises, Tenant shall pay Landlord Tenant's Additional Expansion Premises pro rata share of Real Property Taxes and Tenant's pro rata share of insurance maintained by Landlord in the amount of is 6.36%.

8. Signs. Tenant shall be permitted, at Tenant's sole cost and expense, to install signage on the Additional Expansion Premise as permitted in the Lease.

9. Representations and Warranties of Tenant. As a material inducement to Landlord to enter into this Third Amendment, Tenant represents and warrants to Landlord that as of the date of this Third Amendment:

(a) No Default. To Tenant's knowledge, here are no defaults by Landlord or Tenant under the Lease and no circumstance has occurred which, but for the expiration of an applicable grace period, would constitute a default by Landlord or Tenant under the Lease. Tenant has no defense or right of offset under the Lease.

(b) Authority. Tenant has full right, power and authority to enter into this Third Amendment. This Third Amendment and the Lease are binding obligations of Tenant, enforceable in accordance with their terms.

(c) No Assignment. Tenant is the sole lawful tenant under the Lease and Tenant has not sublet, assigned or otherwise transferred any of the right, title or interest of Tenant under the Lease or arising from its use or occupancy of the Premises, and no other person, partnership, corporation or other entity has any right, title or interest in the Lease or the Premises or the right to occupy or use all or any part of the Premises.

10. Amendment to Lease. This Third Amendment represents the entire agreement between Landlord and Tenant regarding the subject matter contained in this Third Amendment and there are no other terms, obligations, covenants, representations, statements or conditions oral or otherwise of any kind whatsoever between the parties regarding the subject matter

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contained in this Third Amendment except as set forth in this Third Amendment. No amendment or modification to this Third Amendment shall be effective unless it is in writing and executed by both Landlord and Tenant. All references to the term "Lease" in this Third Amendment and the Lease shall mean the Lease as amended by this Third Amendment. Except as expressly modified by the terms of this Third Amendment, the Lease remains unchanged and in full force and effect.

12 Counterparts. This Third Amendment may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Tenant and Landlord have executed this Third Amendment as of the date first written above.

LANDLORD: Olivewood Group, a California general partnership

Docusigned by:
VINCENT MAESTRI
By: D08B7BD36ACC450...
Vincent Maestri

TENANT: Highlands Community Charter and Technical Schools

Docusigned by:
Murdock Smith
By: 6AA7C3E2A596498...

Name: Murdock Smith

Its: Executive Director

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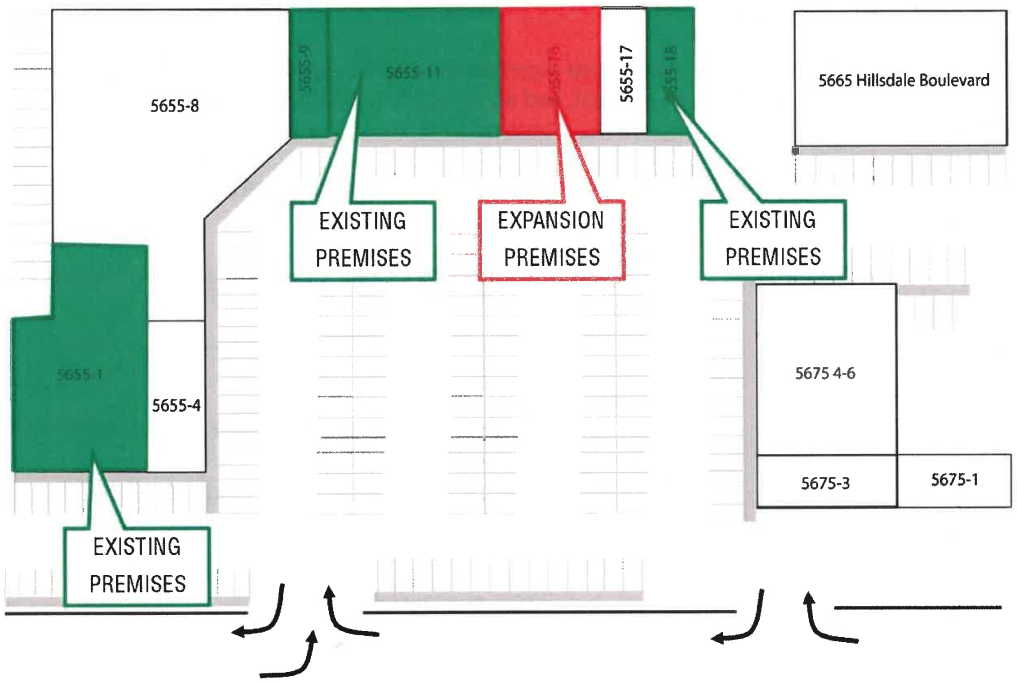
EXHIBIT A-1

ADDITIONAL EXPANSION PREMISES



FOURTH AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017,
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Fourth Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **PREMISES:**

The Premises currently consists of Suites 115 and 655, containing approx. 8,384 rsf ("Current Premises"). Effective as of August 1, 2021, the Current Premises shall be expanded to include Suite 630, consisting of approx. 3,774 rsf ("Expansion Premises"), as further described on Exhibit A attached hereto. Collectively, the Current Premises and the Expansion Premises shall contain approx. 12,158 rsf and shall hereinafter be referred to as the "Premises".

2. **LEASE TERM AND LEASE EXPIRATION DATE:**

The Term of the Lease shall be extended for three (3) years, and therefore the Lease Expiration Date shall be modified to be August 31, 2026. The Commencement Date for the Expansion Premises ("Expansion Premises Commencement Date") shall be defined as August 1, 2021.

3. **MONTHLY BASE RENT SCHEDULE:**

Monthly Base Rent Schedule	Current Premises	Expansion Premises	Total Monthly Base Rent
August 1, 2021 – August 30, 2021:	$13,254.00	$0.00	$13,254.00
September 1, 2021 – September 30, 2021:	$13,651.00	$0.00	$13,651.00
October 1, 2021 – August 30, 2022:	$13,651.00	$6,145.00	$19,796.00
September 1, 2022 – August 30, 2023:	$14,061.00	$6,329.00	$20,390.00
September 1, 2023 – August 30, 2024:	$14,483.00	$6,519.00	$21,002.00
September 1, 2024 – August 30, 2025:	$14,917.00	$6,715.00	$21,632.00
September 1, 2025 – August 30, 2026:	$15,365.00	$6,916.00	$22,281.00

4. **TENANT IMPROVEMENTS:**

Lessor, at Lessor's cost, shall substantially complete the following improvements, as further described on Exhibit A, prior to August 1, 2021:

A. Remove approx. 30' lineal feet of full height interior partition and repair any ceiling and flooring as a result of such removal. The location of the wall is depicted on Exhibit A.

B. Construct two (2) equal size offices with doors, hardware and 12" glass sidelights to match existing.

C. Install two (2) new telephone and data outlets in each office on new walls.

5. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted from 8.02% to 11.4% effective August 1, 2021.

6. **PARKING:**

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted utilize up to forty-eight (48) parking spaces (4:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

Initials

7. **BUILDING SIGNAGE:**

Lessee shall have the right, at Lessee's sole cost, to install Building Top illuminated signage at the location depicted on Exhibit B attached hereto. The estimated size of the sign afforded to Lessee shall be no more than 3'H x 20'L or no more than 60 sq. ft. total size.

Such signage shall be consistent with Lessor's overall signage program and formal written approval from Lessor and the City of Sacramento. Lessee shall be responsible for the installation, repair and maintenance of such signage during the term of the Lease and shall remove such signage at the expiration of the Lease term and restore any affected areas of the Building at Lessee's sole cost.

Lessee shall obtain a Signage Permit for such signage and provide Lessor with detained plans prior to any Permit submittal or installation for Lessor's prior written approval.

AGREED AND ACCEPTED:

LESSOR: **Ethan Conrad**

By: _____
Ethan Conrad

Date: 7/23/21

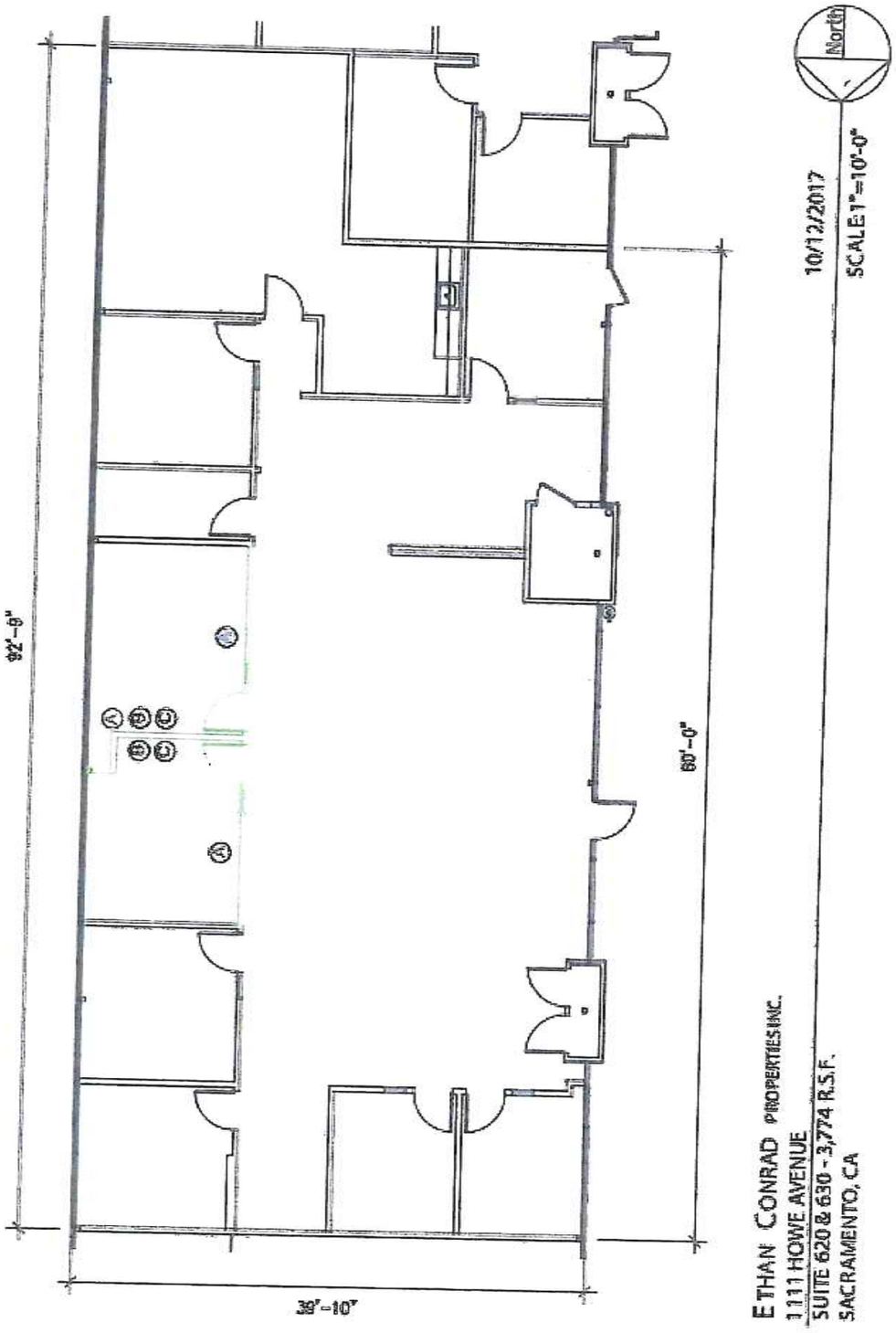
AGREED AND ACCEPTED:

LESSEE: **Highlands Community Charter and Technical School a non-profit organization**

By: _____
Murdock Smith, Executive Director

Date: 7/22/2021

Exhibit A
Expansion Premises



Initials

EXHIBIT B
BUILDING SIGNAGE



Initials

THIRD AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Third Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **PREMISES:**

The Premises currently consists of approx. 2,479 rsf, defined as Suite 115 ("Current Premises"). Effective as of the Expansion Premises Commencement Date, as defined below, the Current Premises shall be expanded to include Suite 655, consisting of approx. 5,905 rsf ("Expansion Premises"), as further described on Exhibit A attached hereto. Collectively, the Current Premises and the Expansion Premises shall contain approx. 8,384 rsf and shall hereinafter be referred to as the "Premises".

2. **LEASE TERM AND LEASE EXPIRATION DATE:**

The Term of the Lease shall be extended for one (1) year, commencing on September 1, 2022 and therefore the Lease Expiration Date shall be modified to be August 31, 2023. The Commencement Date for the Expansion Premises ("Expansion Premises Commencement Date") shall be defined as November 1, 2019.

3. **BASE MONTHLY RENT SCHEDULE:**

Rent Schedule	Suite 115	Suite 655	Total
November 1, 2019 – December 31, 2019:	$3,892.00	None	$3,892.00
January 1, 2020 – August 31, 2020:	$3,892.00	$8,976.00	$12,868.00
September 1, 2020 – August 31, 2021:	$4,009.00	$9,245.00	$13,254.00
September 1, 2021 – August 31, 2022:	$4,129.00	$9,522.00	$13,651.00
September 1, 2022 – August 31, 2023:	$4,253.00	$9,808.00	$14,061.00

4. **TENANT IMPROVEMENTS:**

Providing that Lessee signs this Lease Amendment and provides it to Lessor by no later than Friday, October 11, 2019 (and if is later than this October 11, 2019 date, then there will be a one day extension for every day delayed for Lessor to complete the below tenant improvements), Lessor, at Lessor's cost, shall substantially complete the following improvements, as further described on Exhibit A, prior to November 1, 2019:

A. Construct approx. 160' lineal feet of full height interior partition

B. Install five (5) building standard interior doors w/ timely frame and hardware.

C. Install twenty three (23) new 110v duplex outlets at 18" AFF and two (2) new 110v duplex outlet at 84" AFF where indicated on Exhibit A.

D. Redistribute the existing HVAC supply and return ducting and install up to four (4) new 2' x 4' standard lighting fixtures to the three (3) new conference rooms as noted on Exhibit A.

E. Install new 220v dedicated duplex outlet to be located in the copy/storage room at 18" AFF.

F. Repaint all new wall surfaces to match existing white wall color and match existing rubber base.

G. Install cutout of approx. 42" "wide x 36" AFF at rear half height wall in the Reception Area. Match existing wood trim.

The above items correlate with those depicted on Exhibit A.

5. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted from 2.39% to 8.02% effective November 1, 2019.

INITIALS

6. **BASE YEAR:**

Pursuant to Paragraph 1.9 of the Lease, the Base Year shall be adjusted to Calendar Year 2020 effective November 1, 2019.

7. **SECURITY DEPOSIT:**

The Security Deposit shall be increased from $3,347.00 to $12,868.00 effective November 1, 2019. The additional Security Deposit amount of $9,521.00 shall be paid upon the full execution of this Third Amendment to Lease.

8. **PARKING:**

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted utilize up to thirty four (34) parking spaces (4:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

9. **TERMINATION RIGHT:**

Lessee shall have the one time right to terminate the Lease solely in connection with Suite 115 effective August 31, 2022 (Suite 115 Termination Date) provided Lessor receives written notice no later than June 1, 2022. In the event that Tenant terminates the Lease in connection with Suite 115, Lessee shall pay a termination fee to Landlord concurrent with Lessee's notice an amount equal to $4,129.00.

Upon the completion of the above described items and payment of any applicable restoration charges, Lessee shall be released from any and all liability related to this Lease in connection with Suite 115 as of the Suite 115 Termination Date.

If Lessee fails to complete the above described items, then the Lease termination right shall be void and this Lease shall remain in full force and effect through the Lease Expiration Date.

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**

By:_____
Ethan Conrad

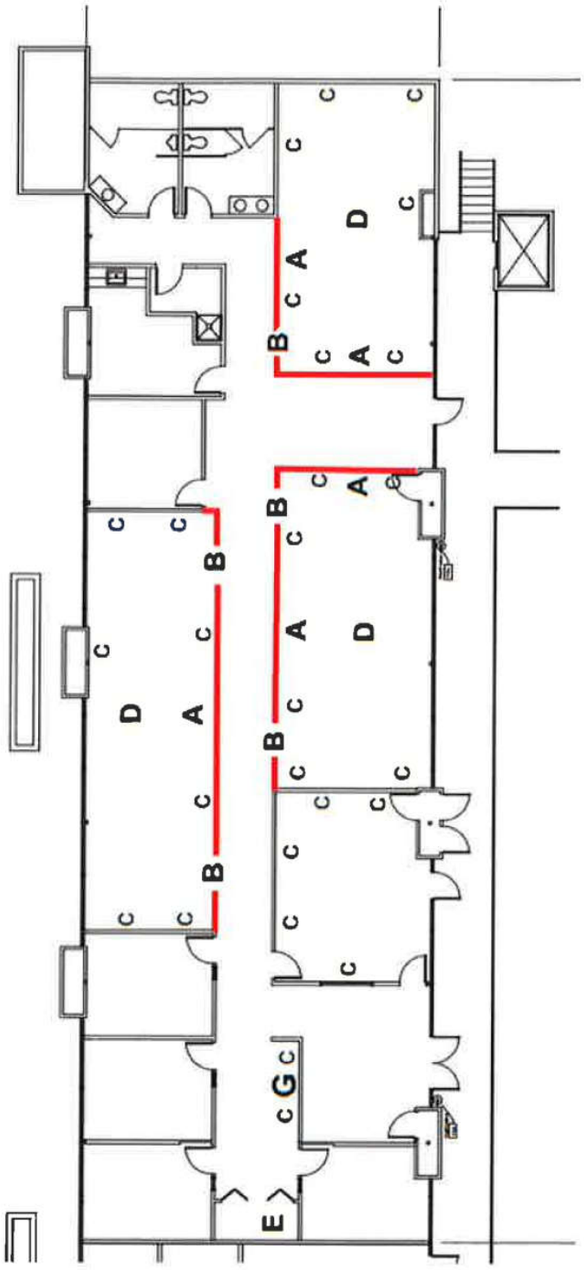
Date: 10/11/19

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a non-profit organization**

By:_____
Murdock Smith, Executive Director

Date: 10/11/19

Exhibit A
Expansion Premises



INITIALS

SECOND AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Second Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **LEASE TERM AND LEASE EXPIRATION DATE:**

   The Lease shall be extended for three (3) years commencing on September 1, 2019 and therefore the Lease Expiration Date shall be modified to be August 31, 2022.

2. **BASE MONTHLY RENT SCHEDULE:**

September 1, 2019 – August 31, 2020:	$3,892.00
September 1, 2020 – August 31, 2021:	$4,009.00
September 1, 2021 – August 31, 2022:	$4,129.00

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**

By:_____
Ethan Conrad

Date: 6/28/19

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a non-profit organization**

By:_____
Murdock Smith, Executive Director

Date: 6/28/19

AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **LEASE TERM AND LEASE EXPIRATION DATE:**

   The Lease shall be extended for one (1) year and six (6) months commencing on March 1, 2018 and therefore the Lease Expiration Date shall be modified to be August 31, 2019.

2. **BASE MONTHLY RENT SCHEDULE:**

March 1, 2018 – February 28, 2019:	$3,446.00
March 1, 2019 – August 31, 2019:	$3,549.00

3. **BASE YEAR:**

   The Base Year for this Lease shall be modified to be 2018.

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**

By:_____
Ethan Conrad

Date: 2/26/18

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a non-profit organization**

By:_____
Murdock Smith, Executive Director

Date: 2/21/18

STANDARD MULTI-TENANT OFFICE LEASE - GROSS
AIR COMMERCIAL REAL ESTATE ASSOCIATION

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("**Lease**"), dated for reference purposes only June 30, 2017, is made by and between Ethan Conrad, an individual ("**Lessor**") and Highlands Community Charter and Technical School, a non-profit organization ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain portion of the Project (as defined below), known as Suite Numbers(s) 115, second (2nd) floor(s), consisting of approximately 2,479 rentable square feet and approximately 2,214 useable square feet("**Premises**"). The Premises are located at: 1111 Howe Avenue, in the City of Sacramento, County of Sacramento, State of California, with zip code 95825. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." The Project consists of approximately 103,737 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** twelve (12) unreserved and N/A reserved vehicle parking spaces at a monthly cost of $N/A per unreserved space and $N/A per reserved space. (See Paragraph 2.6)

1.3 **Term:** N/A years and month-to-month ~~months~~ ("**Original Term**") commencing August 1, 2017 ("**Commencement Date**") and ending month-to-month ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon full execution of the Lease ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $3,347.00 per month ("**Base Rent**)", payable on the first (1st) day of each month commencing August 1, 2017. (See also Paragraph 4)

☐ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph N/A

1.6 **Lessee's Share of Operating Expense Increase:** two and thirty nine hundredths percent (2.39%) ("**Lessee's Share**"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $3,347.00 for the period August 1, 2017 - August 31, 2017.

(b) **Security Deposit:** $3,347.00 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Parking:** $N/A for the period N/A.

(d) **Other:** $N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $6,694.00.

1.8 **Agreed Use:** education and classroom training. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2017. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers:** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "**Brokers**") and brokerage relationships exist in this transaction (check applicable boxes):

☑ Lucas Lugo, Newmark Cornish & Carey represents Lessor exclusively ("**Lessor's Broker**");

☑ Grant Keeney, Ethan Conrad Properties, Inc. represents Lessee exclusively ("**Lessee's Broker**"); or

☐ _____ represents both Lessor and Lessee ("**Dual Agency**").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of N/A or N/A % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease shall be guaranteed by N/A ("**Guarantor**"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 7:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and N/A a.m. to N/A p.m. on Saturdays (except Building Holidays). "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and N/A.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☐ Janitorial services

INITIALS _____ INITIALS

©1999 - AIR COMMERCIAL REAL ESTATE ASSOCIATION

☐ Electricity
☐ Other (specify): _____

1.14 **Attachments**. Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 51;
☑ a plot plan depicting the Premises;
☑ a current set of the Rules and Regulations;
☐ a Work Letter;
☐ a janitorial schedule;
☐ other (specify): _____

2. **Premises.**

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs (**"Start Date"**), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems (**"HVAC"**), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes applicable laws, covenants or restrictions of record, regulations, and ordinances (**"Applicable Requirements"**) that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises (**"Capital Expenditure"**), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to nonvoluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the nonexclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any

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unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1. **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the **"Operating Expense Increase"**, in accordance with the following provisions:

(a) **"Base Year"** is as specified in Paragraph 1.9.

(b) **"Comparison Year"** is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as **"Operating Expenses"** :

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder.

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The amount of such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

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(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations**.

7.1 **Lessee's Obligations**. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term **"Utility Installations"** refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **" Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed $2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with asbuilt plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor ~~not earlier than 90 and not later than 30 days~~ prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

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(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirments. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

8.1 **Insurance Premiums**. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance.**

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days **("Rental Value insurance")**. Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said

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injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. **"Real Property Taxes"** shall also include any tax, fee, levy, assessment or charge, or any increase therein: **(i)** imposed by reason of events occurring during

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the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee.** Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the

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collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A **"Breach"** is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and

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accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation**. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees**.

~~15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.~~

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates**.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIRCommercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor**. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability**. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days**. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability**. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer**. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility

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of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lesser or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advise is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on a monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend

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the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees**. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs**. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions**. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs**. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger**. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents**. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor**.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options**. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. **"Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures**. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. **Reservations**.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

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(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable nonmonetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☑ Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

_____ INITIALS

_____ INITIALS

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The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:	Executed at:
On: 7/12/17	On: 7/13/17
By LESSOR:	**By LESSEE:**
Ethan Conrad, an individual	Highlands Community Charter and Technical School, a non-profit organization
By:	By:
Name Printed: Ethan Conrad	Name Printed: Murdock Smith
Title: CEO	Title: Executive Director
By:	By:
Name Printed:	Name Printed:
Title:	Title:
Address: 1300 National Drive, Suite 100 Sacramento, CA 95834	Address:
Telephone:(916) 779-1000	Telephone:(___)
Facsimile:(916) 779-1200	Facsimile:(___)
Email: ethan@ethanconradprop.com	Email:
Email:	Email:
Federal ID No.	Federal ID No.
LESSOR'S BROKER:	**LESSEE'S BROKER:**
Ethan Conrad Properties, Inc.	Newmark Cornish & Carey
Attn: Grant Keeney	Attn: Lucas Lugo
Address: 1300 National Drive, Suite 100 Sacramento, CA 95834	Address: 980 9th Street, Suite 2500 Sacramento, CA 95814
Telephone:(916) 779-1000	Telephone:(916) 569-2322
Facsimile:(916) 779-1200	Facsimile:(916) 920-0854
Email: grant@ethanconradprop.com	Email: llugo@newmarkccarey.com
Broker/Agent BRE License #: 08891996	Broker/Agent BRE License #: 01916673

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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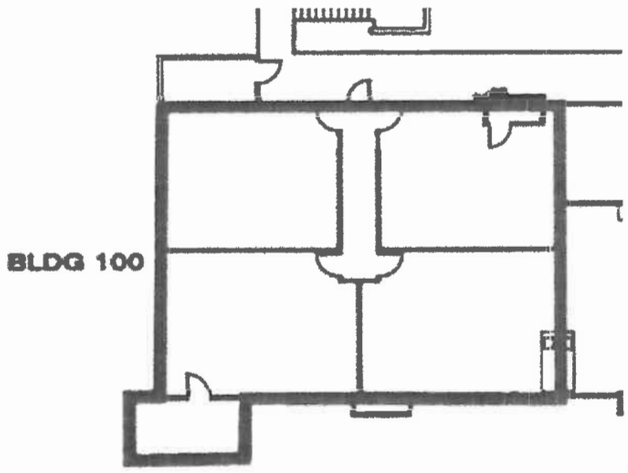
EXHIBIT A



ETHAN CONRAD PROPERTIES INC.
1111 HOWE AVENUE
2ND FLOOR
SACRAMENTO, CA

Initials:

RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Dated: June 30, 2017

By and Between

Ethan Conrad, an individual and Highlands Community Charter and Technical School, a non-profit organization.

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.
24. Lessee shall at all times have "chair mats" on all carpeted surfaces for which there are chairs with rolling wheels located, to protect such carpeted areas so they are not damaged by such rolling wheels.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

In the event that Lessee violates any of the herein described General Rules and/or Parking Rules, including the provisions of Paragraph 1.2 (b) or Paragraph 2.6 of the Lease, then Lessor shall give one written "warning" of such violation to Lessee. In the event that Lessee further violated any of said provisions, Lessor shall have the right to fine Lessee the sum of $250.00 per violation, which shall be immediately due and fines shall be considered "Rent" as defined in this Lease.

INITIALS

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ADDENDUM TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 155, City of Sacramento, County of Sacramento, State of California

This Addendum shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

For clarity, the Premises has not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

50. TENANT IMPROVEMENTS:

Lessor shall deliver the Premises to Lessee in good operational order. In addition, Lessor shall repaint the Premises with a neutral white color.

51. LESSEE'S USE:

Lessee shall not permit any of its employee's, guests, students and/or other invitees to loiter or smoke in the common areas or exterior hallways of the Building at any time. Lessee agrees that any violation of this paragraph or the Rules and Regulations attached hereto shall be considered as a material default of the Lease and Lessor shall have the right to terminate this Lease on thirty (30) days' notice. Lessee shall make all reasonable efforts to ensure that Lessee's employees, guests, students and other invitees behave in accordance with the typical conduct in a professional office park.

AGREED AND ACCEPTED:
Lessor: **Ethan Conrad**

By: _____
Ethan Conrad

Date: 7/07/17

AGREED AND ACCEPTED:
Lessee: Highlands Community Charter and Technical School, a non-profit organization

By: _____

Date: 7/13/17

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FIFTH AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017,
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Fifth Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **PREMISES:**

The Premises currently consists of Suites 115, 630 and 655, containing approx. 12,158 rsf ("Current Premises"). Effective as of April 1, 2024, the Current Premises shall be expanded to include the following Suites in the Building ("Expansion Premises"), as further described on Exhibit A attached:

Suite #	RSF
Suite 445	2,860
Suite 455	1,535
Suite 505	3,457
Suite 550	949
Suite 555	1,192
Suite 575	832
Suite 595	1,363
Suite 610	3,872
Suite 645	1,133
Total Expansion Premises	**17,193 RSF**

Collectively, the Current Premises and the Expansion Premises shall contain approx. 25,479 Rentable Square Feet and shall hereinafter be referred to collectively as the "Premises".

2. **LEASE TERM AND LEASE EXPIRATION DATE:**

The Term of the Lease shall be extended for Seven (7) Months, and therefore the Lease Expiration Date shall be modified from August 31, 2026 to March 31, 2027.

The Commencement Date for the Expansion Premises ("Expansion Premises Commencement Date") shall be defined as April 1, 2024.

3. **MONTHLY BASE RENT SCHEDULE:**

Monthly Base Rent Schedule:	Current Premises:	Expansion Premises:	Total Monthly Base Rent:
April 1, 2024 – August 31, 2024:	$21,002.00	$27,165.00	$48,167.00
September 1, 2024 – March 31, 2025:	$21,632.00	$27,165.00	$48,797.00
April 1, 2025 – August 31, 2025:	$21,632.00	$27,980.00	$49,612.00
September 1, 2025 – March 31, 2026:	$22,281.00	$27,980.00	$50,261.00
April 1, 2026 – August 1, 2026:	$22,281.00	$28,819.00	$51,100.00
September 1, 2026 – March 31, 2027:	$22,949.00	$28,819.00	$51,768.00

4. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted from 11.4% to 23.9% effective April 1, 2024.

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5. PARKING:

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted to utilize up to one hundred-fifteen parking spaces (115 based on a 4.5:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

6. TENANT IMPROVEMENTS:

Lessor shall deliver the Expansion Premises in good working order and repair, including all ceiling tiles, light fixtures, window blinds and door entrance hardware.

Lessor, at Lessor's sole cost, shall substantially complete the following Lessor Work to certain Suites contained in the Expansion Premises, as further described on Exhibits B-1 and B-2, within Fifteen (15) Days from the full execution of this Fifth Lease Amendment:

Lessor Work

Suite 445	1. Construct new 4'0"w x 7'0"h wrapped opening to connect #455. See Exhibit B-1.
Suite 455	2. Install new Building Standard carpet to substantially match #445. See Exhibit B-1.
Suite 505	1. Relocate interior Door as shown on Exhibit A. 2. Fill wall area to match. Patch and paint affected wall areas. See Exhibit B-1
Suite 550	1. Demo 2 interior offices. Patch and paint to match affected areas. 2. Demo wall cabinets. Patch and paint to match affected areas. 3. Install new Building Standard Carpet and Rubber Base. See Exhibit B-2
Suite 610	1. Demo interior wall partitions to create two (2) large offices. 2. Remove two (2) interior office doors and fill wall area. 3. Demo interior wall partition to create Conference Room. 4. Construct new interior partition wall. 5. Relocate door from item a. above. 6. Patch carpet and patch and paint to match affected wall areas above. See Exhibit B-2

AGREED AND ACCEPTED:

LESSOR: **Ethan Conrad**
an individual

DocuSigned by:
By: Ethan Conrad
A5A6A4EFFA9B4D3...
Ethan Conrad
Date: 03/27/2024

AGREED AND ACCEPTED:

LESSEE: **Highlands Community Charter and Technical School**
a non-profit organization

By:
Murdock Smith, Executive Director
Date: 3-25-24

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Exhibit A - Expansion Premises

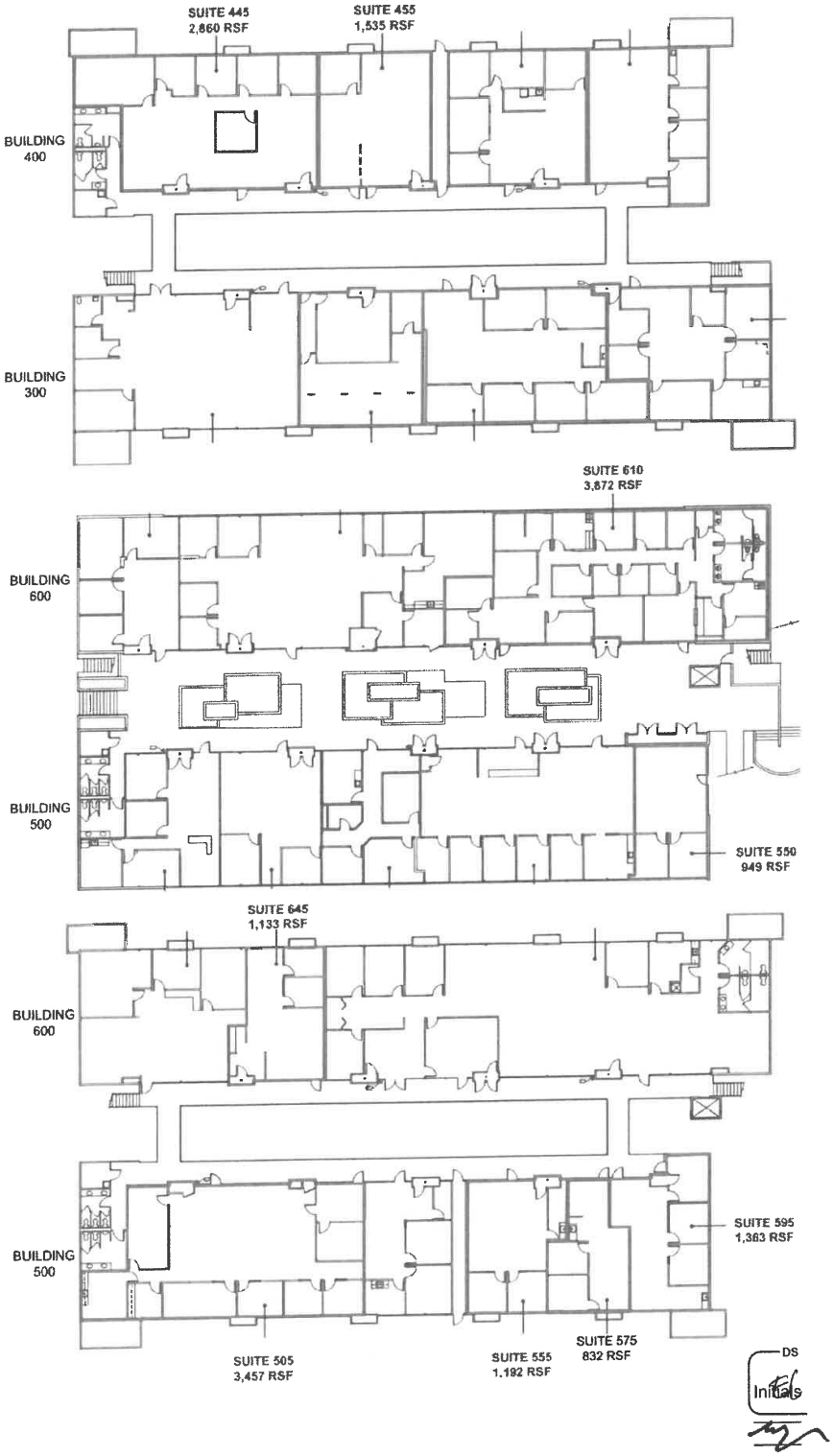

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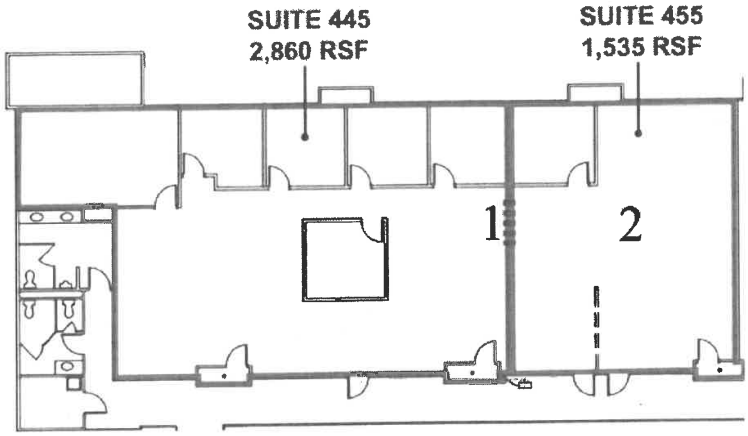
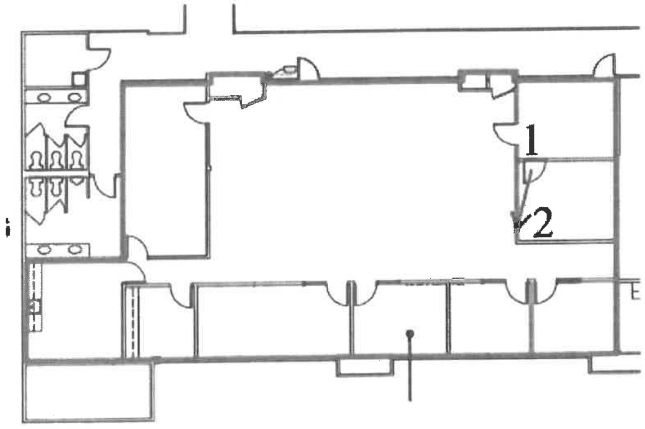
EXHIBIT B-1
LESSOR WORK

Suite 445 **1. Create 4'0"w x 7'0"h wrapped opening to connect #455.**

Suite 455 **2. Install new standard carpet and base to substantially match #445.**



Suite 505 **1. Relocate interior Door.**
2. Fill wall area to match. Patch and paint affected wall areas.



SUITE 505
3,457 RSF

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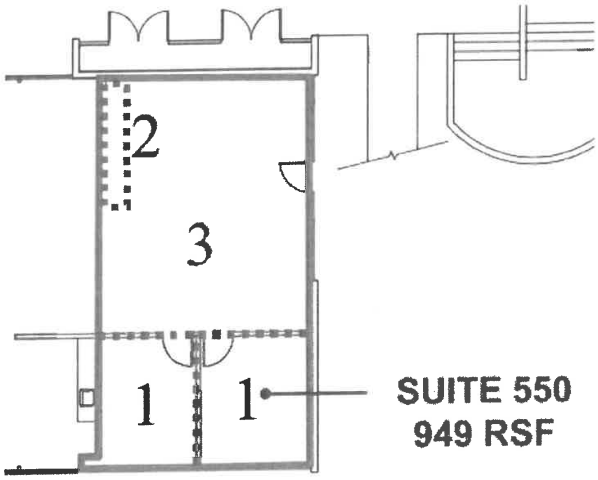
EXHIBIT B-2
LESSOR WORK

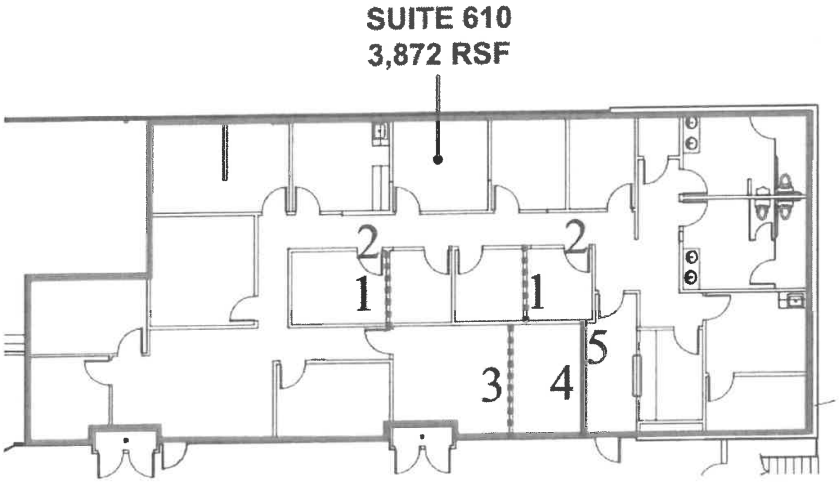
Suite 550

1. Demo 2 interior offices. Patch and paint to match affected areas.
2. Demo wall cabinets. Patch and paint to match affected areas.
3. Install new Building Standard Carpet and Rubber Base.



Suite 610

1. Demo interior wall partitions to create two (2) large offices.
2. Remove two (2) interior office doors and fill wall area.
3. Demo interior wall partition to create Conference Room.
4. Construct new interior partition wall.
5. Relocate door from item #1 above.
6. Patch carpet and patch and paint to match affected wall areas above.



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TENANT SUB-LEASE AGREEMENT

(Highlands Community Charter School Sub-Lease)

This Tenant Sub-Lease Agreement (this "Lease") is made and entered into as of August 1, 2019, (the "Effective Date"), by and between Lao Family Community Development, a California nonprofit public benefit corporation ("Landlord"), and Highlands Community Charter School, a California public charter school, incorporated in California ("Tenant").

RECITALS

WHEREAS, the Landlord is the master tenant of that 30,000 square foot commercial building (the "Facility") located at 2325 East 12th Street, in the City of Oakland, County of Alameda, California (the "Property");

WHEREAS, the Landlord holds the Property pursuant to that certain Master Lease Agreement with Property owner San Antonio Neighborhood Resource Center LLC, a California limited liability company;

WHEREAS, the construction of the Facility was financed with loans through the federal new markets tax credit financing program (the "Loans") from CSCDC 9 LLC, a California limited liability company (the "Lender");

WHEREAS, the Facility rehabilitation was completed, and the Landlord received a Final Permit from the City of Oakland on 12-07-18 allowing re-occupation of the Facility and to operate the Facility as a community hub with primarily nonprofit program and office space, small business office space, a cultural center, classrooms, training rooms, workshop rooms, education, recreation, café, commercial kitchen, retail, and other ancillary uses;

WHEREAS, both the Landlord and Tenant intend to endeavor to operate the Property in a manner that qualifies pursuant to the new markets tax credits program (the "New Markets Tax Credits") under Section 45D of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), as a qualified active low-income community business; and

WHEREAS, after the rehabilitation of the Facility, the Landlord desires to sub-lease the Premises (as defined in Section 1a) to the Tenant, and the Tenant desires to sub-lease the Premises from the Landlord to operate classrooms during its 2019-2022 school years, and to permit the Tenant to operate at the Facility in compliance with the New Markets Tax Credits financing.

WHEREAS, TENANT agree not to discriminate in the selection or acceptance of any student pursuant to this LEASE because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of California Government Code, ancestry, or Marital status, or citizenship, within the limits imposed by law or corporation policy. And LANDLORD agrees not to discriminate from same said in referring students to the TENANT's program.

WHEREAS, TENANT will be operating academic credit and/or English Language Development courses and each student will be subject to policies, rules, and regulations of the TENANT's program.

NOW THEREFORE, in consideration of the foregoing, of mutual understanding of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Fundamental Lease Provisions.

a. Premises:	The space in the Facility, commonly known as: **1st Floor –** Suite #106 which is 1,704 square feet **Total of 1 room at 1,704 square feet**
b. Premises Size:	**Within the Facility, approximately 1,704 square feet of the Premise is for the use of the Tenant.** On the second floor there are common space share areas which include: i) Second floor conference room #203, ii) Second floor kitchenette room #202. The aforementioned 2nd floor (upstairs) common area is on a first come first serve basis, with booking day of and may be used by first and second floor tenants.
c. Facility Common Area:	Other Facility Common Area space include: 1) Upstairs and downstairs lobby and hallways, 2) Main information reception desk first floor, 3) Property management office, 4) ADA elevator, 5) Mail room, 6) Art gallery walk ways, 7) Public bathrooms on floor 1 and 2, 8) 3 stair wells for ingress and egress, 9) Outdoor parking area for visitors, tenants, bike parking area, drive aisles, two automatic entrance and exit vehicle gates, ADA ramp and entrances, walk ways, loading areas, call box at the main entrance, emergency exit pedestrian gate, outdoor landscape and garden areas including basketball court area, community gardens and patios, sidewalks in the front and back cul de sac of the Property, 10) Common trash enclosure,

11) Drinking water fountain as required by health code,
12) Secured mechanical, HVAC, electrical, fire riser rooms, janitorial and maintenance repair closets,
13) Secured server room and 2 IDF locations for the internet, security cameras, key less entrance systems, building telephone and alarm system rooms,
14) Roof, skylights, mechanical equipment on the roof
15) Perimeter fencing and lighting, building directory and other internal directory signage and outdoor directory signage.

c. Tenant's Proportionate Share:	Tenant's proportionate share of Landlord's real property taxes, liability insurance, and the operating cost of the Common Area expenses (except as otherwise set forth in Section 3.C.i and/or Section 3.C.iii) is 5.7% (the "Proportionate Share") Tenant's Premise 1,704 sf/ 30,000 sf. Facility Premise.
d. Initial Term:	Three years ending from Commencement Date, unless earlier terminated in accordance with the provisions of this Lease. (See Section 2.A)
e. Initial Estimated Proportionate Share of Common Area Operating and Modified Full Service Expenses (3/1/2019):	$1.92 per square feet or put the dollar amount Excess Service (ie. additional trash pickup, compost, or recycling) beyond the proforma expenses date March 1, 2019 to be paid by Tenant.
f. Commencement:	August 1, 2019 or such date agreed to by the Parties
g. Option to Extend:	__X__(yes) __(no) If yes, _One (_) option(s) for Three (__) years each
h. Expiration Date	The end of the completion of the third full year following the Commencement Date, subject to any Extension Option.
i. Base Rent & CAM plus Modified Full Service Total:	$2.50 per sf base per month for Month 1 to Month 36, subject to adjustments during the Option Period. The CAM and Modified Full Service is estimated at $1.92 per sf. Total: Base Rent, CAM, and Adjusted Modified Full Service is ($2.50+$1.92=$4.40 X 1,704= $7,497.60 per month for month 1 to 12.
j. Additional Rent:	Proportionate Share of Landlord's real property taxes and Common Area expense (except as otherwise set forth in Section 3.C.i and/or Section 3.C.iii). **Not Applicable. This section is covered under the Expense Proforma 03/01/19.**

k.	Rent Increase Limits	Maximum: __X__(yes) _____(no) If yes, the maximum is _3%, at the beginning of each year during the Term and the maximum is 3 % increase each year during the Option Period (see Section 3.B). Applicable if there is an Option Period.
l.	Rent Increase Date(s):	Once each year, at the beginning of each year during the Term and at the beginning of each year during each Option Period.
m.	Security Deposit:	One month of Rent based on year 1, which is $7,497.60
n.	Permitted Use:	Use of the site for the sole purpose of operating a K-12 English Language Development/High School Diploma/Independent Studies and Career Technical Education programs. Primary Clients 22 year old+ learners. Tenant is responsible for securing and complying with practices applicable and maintaining all its licenses and/or permits necessary, if any, for conducting a California public charter school. Tenant further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities. Tenant is responsible for securing and paying for any Oakland business license, and any permits/special permits as applicable for its permitted use. If Tenant desires to have a special event where catering is needed, Tenant understands that the Town Kitchen is the preferred onsite caterer at the facility. If Tenant desires to bring their own commercial vendors or provide their own food bought elsewhere (permissible with approval not unduly delayed from Landlord).
o.	Tenant's Liability Insurance:	$2,000,000 annual aggregate
p.	Interest on Late Payments:	Ten percent (10%) interest per annum (or the maximum rate permitted by law, if less) ("Overdue Rate") on outstanding balance due.
q.	Trash Pickup:	One (1) time per week on Wednesdays from the common trash dumpster. See Item Section 15 of the Lease.
r.	Address of Landlord:	Lao Family Community Development 2325 East 12th Street, Suite 226 Oakland, CA 94601, Attention: CEO (510) 533-8850 Office or (510) 694-0075 Property Mgt.

s. Address of Tenant: Any notice required or permitted under this Lease shall be deemed sufficiently given 72 hours after if sent by United States certified mail, return receipt requested, or if served in person or 24 hours if delivered via overnight Federal Express/UPS/Delivery Carrier addressed as follows:

Before Occupancy of the Premises by Tenant:
Highlands Community Charter School
1333 Grand Avenue, Sacramento, CA 95838
Attention: Murdock Smith, Executive Director/CEO

After Occupancy of the Premises by Tenant:
Highlands Community Charter School
1333 Grand Avenue, Sacramento, CA 95838
Attention: Murdock Smith, Executive Director/CEO

In each case with a
copy to:

_____
_____
_____
Attention: _____

Landlord and Tenant shall each have the right from time to time to change their respective notice address set forth in this Section 1 by written notice thereof to the other party.

2. Term.

A. Initial Term. Landlord hereby leases the Premises (as defined in Section 1.a) to Tenant, and Tenant hereby leases the same from Landlord, for the Initial Term (as defined in Section 1.d) beginning on (i) August 1, 2019, or (ii) such time as is mutually agreed to by the Landlord and Tenant , whichever is earlier (the "Commencement Date") and ending on July 31, 2022) following the Commencement Date. Landlord shall prepare, and Landlord and Tenant shall each sign and deliver to the other party hereto a signed counterpart of the Commencement Date Memorandum in substantially the form attached hereto as Exhibit C, which shall set forth the actual Commencement Date for all purposes of this Lease. The Initial Term, as extended by any and all exercised Option Period, as described below in Section 2.B, shall be defined herein as the "Term" of this Lease. Landlord shall use its best efforts to give Tenant possession as early as possible after the Effective Date. In this case, Landlord gave possession as of August 1, 2019.

B. Options to Extend. Prior to the expiration of the Term of the Lease, but no later than January 1, 2022, the Tenant may request to the Landlord an Option to Extend the Term of the Lease.

The base lease rates and terms will be negotiated at the time. The provisions of this Lease shall govern and be applicable to the Option Period, except as to the rate of Base Rent, which shall be adjusted during the Option Period pursuant to Section 3.B.ii-vi, as applicable, and

any other provision of this Lease that is expressly applicable only to the Option Period. Within ninety (90) days of Tenant and Landlord agreeing on the Option, Landlord shall compute the Base Rent for the Option Term in question and shall give written notice of the Base Rent amount for such Option Term to Tenant together with a copy of the calculation of such Base Rent amount. Tenant shall pay to Landlord as Base Rent during each Option Period, in lawful money of the United States, commencing at the commencement date of such Option Period, in the amount set forth in the notice Landlord provided pursuant to this Section 2.B. for such Option Period.

3. Rent.

A. Payment of Rent. Landlord and Tenant agree that Tenant's obligation to pay Base Rent/CAM/Modified Full Service and Additional Rent (as defined below) shall start on the Commencement Date. Base Rent and Additional Rent shall collectively be referred to herein as "Rent."

i. After the Commencement Date, Tenant shall pay Base Rent on the first day of each calendar month during the Term, in advance, in the manner described below. If the Commencement Date occurs, or if the Term ends, on a day other than the first (or last) day of a calendar month, the Base Rent for any such partial month shall be prorated based on a thirty (30) day month. Notwithstanding the foregoing, Tenant shall pay Landlord the first month's Base Rent concurrently with execution and delivery of this Lease.

ii. After the Commencement Date, Tenant shall pay Landlord the first installment of Additional Rent on the first day of each calendar month during the Term, in advance based on the Initial Estimated Operating Expenses, in the manner described below. If the Commencement Date occurs, or if the Term ends, on a day other than the first (or last) day of a calendar month, the Base Rent for any such partial month shall be prorated based on a thirty (30) day month. Notwithstanding the foregoing, Tenant shall pay Landlord the first month's Additional Rent concurrently with execution and delivery of this Lease.

iii. All Rent shall be due and payable at the address of Landlord (see Section 1.r) or at such other place designated by written notice from Landlord to Tenant. Rent payments not paid within thirty (30) days from the date when due shall bear interest from the date due until paid at the annual rate of ten percent (10%) per annum, or the maximum rate permitted by law.

B. Base Rent.

i. Initial Term. The Base Rent shall be $2.50 per square foot per month for month 1 to month 12. Base Rent shall be adjusted to a maximum of 3% increase annually for month 13 to month 24 and a maximum of additional 3% increase annually per month for months 25 to 36.

After the Initial Term, this Base Rent will be adjusted if the Tenant negotiates a new lease term with the Landlord on terms mutually agreed to by both parties in writing.

Option Period: Base Rent shall be adjusted once at the beginning of each year of the Option Period, this Base Rent increase during the Option period is based on CPI increase, if any, as compared to CPI for the preceding year (i.e., year 5).

C. Additional Rent.

i. Except as otherwise set forth in Section 3.C.iii., the Proportionate Share of Landlord's real property taxes, liability insurance and Common area Expenses of the Premises (collectively, the "Operating Expenses") shall comprise the Additional Rent to be paid by Tenant to the Landlord. The estimated monthly amount of Initial Estimated Operating Expenses for the first calendar year in which the Rent Commencement Date occurs is set forth in Section 1.e, which amount is subject to adjustment as set forth in this Lease. The Initial Estimated Operating Expenses for the first year is an estimate and subject to being updated with the actual Operating Expenses as described in Section 3.C. ii.

Additional Rent (CAM and Modified Full Service) Per the Proforma Expense dated March 1, 2019

ii. Subject to Section 3.C.i and Section 3.C.iii, Tenant shall pay to Landlord as the Additional Rent, Tenant's Proportionate Share of the Operating Expenses described in this Section, in the following manner:

1. Tenant shall pay monthly for Tenant's Pro Rata Share of Operating Expenses as reasonably estimated by Landlord. Any monies paid in advance to Landlord by Tenant shall not accrue interest thereon.

   Sixty (60) days after the end of each quarter, Landlord shall deliver a statement to Tenant setting forth the difference between Tenant's actual Pro Rata Share of Operating Expenses (subject to Section 3.C.iii) and the total amount of the monthly payment paid by Tenant to Landlord.

   Tenant shall thereafter pay to Landlord the full amount of any difference between Tenant's actual obligation over the total amount of Tenant's estimated payments within thirty (30) days after receipt of said statement; conversely, in the event Tenant's estimated payments exceeded Tenant's actual obligation, Landlord shall either refund the overpayment to Tenant or credit said overpayment against Tenant's Additional Rent obligation in the forthcoming year.

   In the event this Lease expires on a date other than the end of a billing period, Tenant's obligation with respect to any amounts owed

to Landlord shall survive the expiration of the Lease Term, and shall be invoiced to Tenant when the same have been accurately determined or, at Landlord's option, such amounts shall be reasonably estimated by Landlord to reflect the period of time the Lease was in effect during such billing period.

2. Any delay or failure of Landlord in (i) delivering any estimate or statement described in Section 3.C.ii.1., or (ii) computing or billing of Tenant's Pro Rata Share of Operating Expenses shall not constitute a waiver of its right to require an increase in Additional Rent, or in any way impair the continuing obligations of Tenant under this Section 3.C.

   In the event of any dispute as to any Additional Rent due under this Section 3.C, Tenant and its employees, accountants, advisors, attorneys and consultants shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office.

   If, after such inspection, Tenant still disputes such Additional Rent, upon Tenant's written request therefor, a certification as to the proper amount of all Operating Expense charges and the amount due to or payable by Tenant shall be made by an independent certified public accountant mutually agreed to by Landlord and Tenant. If Landlord and Tenant cannot mutually agree to an independent certified public accountant, then the parties agree that Landlord shall choose an independent certified public accountant to conduct the certification as to the proper amount of

   all of Tenant's Pro Rata Share of Operating Expense charges due by Tenant for the period in question; provided, however, such certified public accountant shall not be the accountant who conducted Landlord's initial calculation of all Operating Expense charges to which Tenant is now objecting. Such certification shall be final and conclusive as to all parties. If the certification reflects that Tenant has overpaid Tenant's Pro Rata Share of Operating Expense charges for the period in question, then Landlord shall credit such excess to Tenant's next payment of such charges and conversely, if Tenant has underpaid Tenant's Pro Rata Share of Operating Expense charges, Tenant shall promptly pay such additional charges to Landlord.

   Tenant and Landlord shall equally share the cost of such certification and the investigation with respect thereto unless it is determined that Landlord's original statement was in error in Landlord's favor by more than ten percent (10%), in which event Landlord shall be liable for all such costs.

Tenant waives the right to dispute any matter relating to the calculation of Tenant's Pro Rata Share of Operating Expense charges or Additional Rent under this Section 3.C if any claim or dispute is not asserted in writing to Landlord within ninety (90) days after delivery to Tenant of the original billing statement with respect thereto.

Notwithstanding the foregoing, Tenant shall maintain strict confidentiality of all of Landlord's accounting records and shall not disclose the same to any other person or entity except for Tenant's professional advisory representatives (such as Tenant's employees, accountants, advisors, attorneys and consultants) with a need to know such accounting information, who agree to similarly maintain the confidentiality of such financial information

iii. The parties acknowledge and agree that Tenant is a Public Charter School. The Landlord has received a property tax welfare from property taxes based on Landlord's charitable purposes (however the sublease portion of the Premise to the Tenant maybe subject to and or be exempt from some level of property tax as the Tenant is a Public Charter School) if applicable. Tenant is responsible to file annual property tax welfare exemptions on the county's deadline and notify the Landlord and show proof of filing. Landlord will work with the county to obtain any adjustments to the property tax before any credit can be given.

The Landlord will work with the owner of the Premise to obtain/ maintain the Landlord's tax exemption for the overall Premises.

Tenant shall be responsible for its Pro Rata Share of the unsecured property taxes assessed on the sublease portion of the Facility, and the parties shall work together to calculate the resulting amount of Tenant's sublease portion in the Pro Rata Share of Operating Expenses.

For the avoidance of doubt, the amount of unsecured property taxes that would be assessed on the Premises if it does not receive a tax welfare exemption shall be considered for purposes of calculating the maximum amount of Tenant's Pro-Rata Share of Operating Agreements, but Tenant shall not have any obligation to pay such amount of taxes as long as the welfare exemption is maintained. The parties further acknowledge and agree that Tenant shall not be liable for any increase in real property taxes resulting solely from (a) improvements made by Landlord or other tenants of other parts of the Facility after the Commencement Date, or (b) the sale or transfer of the Facility by Landlord or Master Landlord.

4. Common Areas.

A. Common Areas. "Common Areas" as used in this Lease means the existing and future improvements to the Facility, including, without the second floor conference room #203, the kitchenette room #202, the outdoor recreational area by the basketball court

(unless occupied by other tenants for a private event), parking areas, walkways, sidewalks, hallways, restrooms, loading areas, stairways, elevators and other generally understood public or common areas in the Facility. Tenant and Tenant's agents, employees and invitees shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants, invitees and residents of the Facility to use of the Common Areas. Landlord shall have the sole right to regulate the use of the Common Areas; provided that nothing shall restrict access to the Premises by Tenant and its agents, employees, contractors, invitees and guests.

B.

Common Area Expenses shall not include (and Tenant shall not be charged for) (1) the costs to repair or replace the Common Areas necessitated to comply with the Americans with Disabilities Act as such laws are in effect as of the Commencement Date and/or any and all structural aspects of the Facility, such as the roof and exterior walls. (2) The following is included in the calculation of experiences related to operating the Facility per Proforma March 1, 2019 which includes wages, salaries and fees of auditing and accounting personnel in connection with the Facility, whether fulltime or part-time; (3) payroll charges for personnel, such as unemployment and social security taxes, workers' compensation, health, accident and group insurance, and other so-called reasonable fringe benefits; (4) rental charges for office space specifically chargeable to the operation and management of the Facility; and (5) the cost of any labor saving devices that may, from time to time, be placed in operation as a part of Landlord's maintenance program. However, in the event there are revisions to the Americans with Disabilities Act following the Commencement Date and such revisions dictate that repairs or replacements be made to the Common Areas, Landlord shall perform such work and include the costs thereof in Common Area Expenses; provided, however, that any capital expenditure shall be amortized (including interest at market rates on the unamortized cost) over its reasonable useful life.

5. Security Deposit.

At the time of the Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum shown as Security Deposit in Section 1.m. The Security Deposit is to be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. In the event the Lease gets terminated prior to the Commencement Date, Landlord shall return any and all amounts deposited by Tenant within three (3) business days of the date the Lease was terminated.

If Tenant is in Default, Landlord can use the Security Deposit, or any portion of it, to cure the Default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's Default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the Security Deposit expended or applied by Landlord as provided in this Section 5 so as to maintain the Security Deposit in the sum initially deposited with Landlord. If Tenant is not in Default at the expiration or termination of this Lease, Landlord shall return the Security Deposit to Tenant within thirty (30) days of expiration or termination of this Lease. Landlord's obligations with respect to the Security Deposit are those of a debtor and not a trustee. Landlord will maintain the Security Deposit separate and apart from Landlord's general funds. Landlord shall not be required to pay Tenant interest on the Security Deposit.

6. Use.

A. General Use Requirements. Notwithstanding anything in this Lease to the contrary, Tenant shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Should any regulation now or hereafter be imposed on Tenant by any governmental body relating to the use or occupancy of the Premises or the Common Areas by Tenant or any guest or invitee of Tenant or concerning occupational, health or safety standards for employers, employees, or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such regulations if such regulations relate to anything within the Premises or if compliance with such regulations is within the control of Tenant and applies to an area outside of the Premises.

B. Legal Use Compliance Requirements. Tenant shall use and occupy the Premises or any portion thereof, for uses in compliance with all applicable federal, state or local laws, statutes, ordinances, orders, rules, regulations and requirements.

C. New Markets Tax Credit Program Use Requirements. Tenant acknowledges that the Landlord utilized New Markets Tax Credit financing pursuant to Section 45D of the Internal Revenue Code of 1986, as amended (the "New Markets Tax Credit Program") to construct the Facility containing the Premises and consequently Tenant must abide by the following covenants described in this Section 6. Tenant shall use and occupy the Premises in compliance with the requirements of New Markets Tax Credit Program, all of which are incorporated herein by this reference. Tenant specifically acknowledges and agrees that it may not use or occupy the Premises or allow the use or occupancy of the Premises, or any portion thereof, by or for any of the following excluded businesses: (a) any trade or business consisting of the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises; (b) any trade or business the principal activity of which is "farming" (within the meaning of Section 2032A(e)(5)(A) or (B) of the Code; (c) any trade or business consisting predominantly of the development or holding of intangibles for sale or license; and (d) the ownership or rental to others of "residential rental property", as such term is defined under Section 168(e)(2) of the Code.

D. New Markets Tax Credit Community Impact & Fed. Dept. Health and Human Service First Source Hiring Office of Community Service Requirements. For so long as the Loans remain outstanding, and relating to certain reporting requirements imposed on Landlord by the Lender in connection therewith, Tenant agrees to endeavor to achieve the following:

(i) Provide job training and career opportunities to individuals whose households income is below eighty percent (80%) of the area median income ("Low Income Persons")

(ii) Work to provide internships and apprenticeships at the Premises for Low Income Persons;

(iii) Hire at least twenty percent (20%) Low Income Persons, minorities, or local businesses to serve the workforce needs of the Tenant at the Premises;

(iv) Provide and improve access to important goods and services to Low Income Persons and within the low income community including but not limited to:

(v.) Strengthening and stabilizing low income communities throughout California as a result of the mission driven initiatives of the Tenant; and

(vi.) Educational and job training opportunities.

(vii.) First Source Hiring (LFCD OCS Funding requirement. Send job openings and opportunities to LFCD. LFCD will identify qualified candidates to refer to Tenant to review, consider for interview for opportunities and hire if qualified as determined by Tenant.)

Tenant agrees that Tenant shall reasonably cooperate with Landlord to document compliance with this Section by giving Landlord reasonable access to records maintained by Tenant regarding Tenant's operations, provided, however, that (i) Tenant will not be required to disclose any confidential or private information regarding its employees, operations or clients, and Tenant shall have reasonably determine of whether particular information is private or confidential ; (ii) Tenant will not be required to maintain or create records Tenant does not already collect in the ordinary course of business; and (iii) any requirement that Landlord has to file reports or complete paperwork regarding the New Markets Tax Credit Program shall be solely Landlord's obligation and at Landlord's expense.

E. Access to the Premises. Tenant and Tenant's agents, employees and invitees shall have access to the Premises, seven (7) days a week, twenty-four (24) hours per day. Landlord and Tenant to work out the process per the Landlord's Operating Procedures Rules.

7. Sublease and Assignment.

Tenant shall not sublease all or any part of the Premises, or assign this Lease in whole or in part without Landlord's written consent, which consent shall not be unreasonably conditioned, withheld or delayed. Tenant acknowledges and agrees that, for so long as the Loans are outstanding, (a) Landlord may be required to obtain the written consent of Lender pursuant to the loan documents evidencing the Loans (collectively, the "Loan Documents") in connection with a request for consent submitted by Tenant and (b) it shall not be unreasonable for Landlord to reject Tenant's request for consent if Lender rejects Landlord's request with respect to same.

8. Repairs.

A. Except as otherwise provided in Section 8.B, during the Term of this Lease, Tenant shall make, at Tenant's sole expense, all necessary repairs to the non-structural parts of the Premises, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Tenant shall be responsible for repairing (i) all interior lighting, (ii) interior electrical wiring systems, electrical fixtures, and electrical equipment exclusively serving

the Premises, (iii) interior doors, locks and door closers of the Premises, (iv) all signage on the Premises, (v) security systems serving exclusively the Premises, (vi) all partitions, fixtures, equipment, interior painting, interior walls, and floor coverings of the Premises, (viii) all interior walls and interior doors of the Premises, and (viii) all glass, windows, window frames, window casements on or about the Premises. All repairs and work to be performed by Tenant shall be completed with materials and workmanship of the same character, kind and quality as the original thereof, and to the reasonable satisfaction of Landlord.

B. Landlord shall be responsible for repairing, maintaining and preserving, in good condition, the Property and the Facility, including, its structural portions, including the roof, all exterior walls, floors (as opposed to floor coverings), skylights, and the foundation of the Facility, its major mechanical systems, electrical, heating, ventilation, air condition system, plumbing and sewer systems, including those portions of such systems which are outside the Premises, gutters and downspouts on the Facility, the Common Area, and elevator service. All repairs and work to be performed by Landlord under this Lease shall be performed in a good and workmanlike manner, using new materials equivalent in quality to those used in the construction of the initial improvements to the Facility. All work shall be diligently prosecuted to completion. Upon completion by Landlord of such repairs and work, Tenant shall inspect or cause to be inspected the Premises and the repairs made thereon to ensure compliance with the standards set forth herein in connection with such repairs. In the event that Tenant determines that any repair was performed in a substandard condition or requires further repair or attention, Tenant shall notify Landlord in writing of the need to perform additional repairs and Landlord shall perform or cause to be performed such work as is reasonably necessary to address Tenant's concerns regarding said repair work and shall complete the same within ten (10) business days of written notice from Tenant regarding such additional repairs. Landlord shall ensure that all work is performed to current construction codes. Landlord shall cause each contractor and subcontractor to maintain all workers' compensation insurance required by law and liability insurance (including property damage) in amounts reasonable for the work to be performed or as may be reasonably required by Tenant.

9. <u>Alterations and Tenant Improvements</u>.

A. Tenant, at Tenant's sole expense, shall have the right following Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials and do not compromise the Facility in Landlord's sole determination. Notwithstanding the foregoing, Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the Term provided that all

damage to the Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Second floor material changes may only be to change the existing carpet.

B. Tenant shall be solely responsible for the payment of the following items:

Total Costs for any tenant improvements referenced in this Section 9B will be paid in advance to the Landlord, if the Tenant wishes for the Landlord oversee the work. Landlord can oversee the work completion and bid estimates; which the Tenant will approve in writing.

10. Property Taxes.

To the extent applicable, Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments pertaining to the Property coming due during the Term, and all personal property taxes with respect to Landlord's personal property, if any, on the Property. Tenant shall be responsible for paying all personal business equipment property taxes with respect to Tenant's personal business property at the Premises. Tenant shall also be responsible for paying all applicable taxes associated with the Tenant's leasehold interest in the Premises (ie including Tenant's personal business equipment leases).

11. Insurance.

A. Landlord shall maintain fire and extended coverage insurance on the Facility and the Premises in such amounts as Landlord shall deem appropriate or that Lender shall require.

B. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Facility with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord, San Antonio Neighborhood Resource Center, LLC, CARE Community Inc. a member of San Antonio Neighborhood Resource Center LLC, and Master Leaseholder Lao Family Community Development, and the Lenders shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Section 11.B. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Premises or the Facility.

C. Landlord and Tenant agree to cause the insurance companies issuing their respective insurances to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively, as long as the insurance is not invalidated by such waiver. If the waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant waive any right that either may have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

12. Services and Utilities.

A. Landlord agrees to supply water, gas, light, heat, power, electricity, telephone and sewer connections to the Premises, including fiber optic cables to the main server room of the Facility. If separately metered or provided, Tenant shall be responsible for paying all water, gas, light, heat, power, electricity, telephone, sewer charges, and all other services supplied to or consumed on the Premises, and all taxes and surcharges thereon. If any other utility or service is not separately metered or provided, Tenant shall pay Tenant's proportionate share of charges for the utility or service as part of the Additional Rent. Tenant shall pay to Landlord Tenant's Proportionate Share of the cost of all utilities and services supplied to the Common Areas as part of the Additional Rent.

There shall be equitable adjustments made for those tenants in the Facility that are high utility users, such as the tenant operating a restaurant, the tenant(s) operating a restaurant training facility or tenants with showers and clothes washing machines.

B. Landlord shall provide heating, ventilation, air conditioning system, elevator service, and garbage removal for the Facility, including the Premises.

C. Landlord agrees to provide, during business hours and, upon notice from Tenant, outside of business hours, heating, ventilation and air conditioning in sufficient quantities and temperature to provide Tenant comfortable occupancy of the Premises and comfortable use of the Common Areas. The Facility shall be adequately lit at all times during the Term.

D. Landlord will provide (1) dedicated clicker for the parking lot gate, (2) dedicated parking spaces based on 1,704 sf lease premise, 1 basic set of building and suite keys, a main reception/info personnel during regular business hours, basic commercial janitorial for all bathrooms, lobby floor and CAM area floors, basic carpet vacuuming, sweeping and mopping janitorial in the Tenants office space, CAM and office garbage receptacle removal, lighting, main fire alarm monitoring, annual pest, fire extinguishers including annual examination and filling, elevator permit and maintenance, maintenance of common public areas, Landlord's portion of general liability and property insurance, annual exterior window cleaning, ground upkeep and repairs, maintenance and repair of bathrooms, a common mail room and common trash enclosure area outside.

E. Tenant to pay for its own server and internet data service if beyond the amount Landlord can give allowance for, alarm system in their units, telephone/fax in their units, copy/scanner machines if relevant, office supplies, any special locksmith, window treatments, painting and decorations, etc.

F. Tenant to obtain their own business license. Tenant to obtain their own general, liability, property and business equipment and other insurance relevant to their business. Tenant responsible to file their annual welfare tax exemption with the county for their property tax. Tenant is also responsible for paying their own employees.

13. Signs.

Tenant's name and business identification shall be placed in the directory of the Facility in the lobby. Appropriate suite entrance signage will be installed by the Tenant at tenant's cost. If Tenant wants the Landlord can oversee installation and the cost will be passed on to the Tenant. Landlord will provide a style guide for Tenant. Tenant to provide logo and other information to the Landlord.

14. Entry.

Landlord shall have the right to enter upon the Premises at reasonable times, during normal business hours and after reasonable written notice (except in the event of a required emergency repair), to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Premises.

15. Janitorial.

Commercial janitorial of common spaces throughout the Facility and basic janitorial in the Tenant's Premises will be provided by the Landlord or Landlord's vendor. Interior cleaning of office spaces is at basic level. Landlord estimate it is 2-3 times a week and some items service is daily.

16. Facility Rules.

Tenant will comply with the rules of the Facility adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

17. Damage and Destruction.

A. If the Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects so as to render the same tenantable for Tenant's purposes, and if the damages cannot be repaired as reasonably determined by Landlord within two hundred seventy (270) days from the date of said casualty, this Lease shall terminate as of the date of such casualty. If the damages can be repaired within said two hundred seventy (270) days, and Landlord does not elect within ninety (90) days after the date of such casualty to repair same, then Tenant shall have the right to terminate this Lease as of the date of such damage by giving written termination notice to Landlord. In the event of any such termination, the parties shall have no further obligations to each other, except for those obligations accrued through the effective date of such termination; and, upon such termination, Tenant shall immediately surrender possession of the Premises to Landlord. Should Landlord elect to make such repairs, this Lease shall remain in full force and effect (except as otherwise provided in this Section 16), and Landlord shall proceed with all due diligence to repair and restore the Premises to a condition substantially similar to that condition which existed prior to such casualty (excluding Tenant's alterations, trade fixtures, equipment and personal property, which Tenant shall be required to restore). In the event the repair and restoration of the Premises extends beyond two hundred seventy (270) days after the date of such casualty due

to causes beyond the control of Landlord, this Lease shall remain in full force and effect (except as otherwise provided in this Section 16), and Landlord shall not be liable therefor; but Landlord shall continue to complete such repairs and restoration with all due diligence. In the event of minor damage to any part of the Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this Section 16, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.

B. Tenant shall be relieved from paying Rent and other charges during any portion of the Term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant.

C. The provisions of this Section 16 extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

18. Default.

If default shall at any time be made by Tenant in the payment of Rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the Term ended and terminated and terminate Tenant's right to possession of the Premises by giving Tenant written notice of termination, and if possession of the Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use commercially reasonable efforts to mitigate its damages.

19. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the Term.

20. Condemnation.

A. If any legally, constituted authority condemns the entire Facility or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession (a "Taking"), and all Rent paid or payable hereunder

shall be apportioned between Landlord and Tenant as of the date of such Taking. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation.

B. If any material portion, but less than all, of the Property, Facility or Premises becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to any Lender, then Tenant may terminate this Lease by delivering written notice thereof to Landlord within thirty (30) days after such Taking. All Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If this Lease is not so terminated, then Rent thereafter payable hereunder shall be abated for the duration of the Taking in proportion to that portion of the Premises rendered tenantable by such Taking for as long as, and to the extent that, such portion of the Premises is rendered tenantable.

C. Neither party shall have any rights in or to any award made to the other by the condemning authority.

21. <u>Subordination, Nondisturbance, and Attornment</u>.

A. Tenant's rights under this Lease shall subordinate to the interest of any lien of any deed of trust in force or later placed against the Property (including, without limitation, by Lender or any other lender of Landlord), upon any Facility placed later upon the Property and to all advances made upon the security thereof. With the exception of Lender and any Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing, executed by the Master Landlord for the benefit of the Lenders, no mortgagee or beneficiary named in a deed of trust shall disturb Tenant's peaceable possession of the Premises if Tenant is not in default under this Lease. Any mortgagee or beneficiary of Landlord may, at its option, subordinate its mortgage or deed of trust to this Lease.

This Section 20A. is self-operative, and no further documentation of Tenant's subordination and attornment is required; however, Tenant shall execute any customary subordination agreement requested by Landlord, or any mortgagor or beneficiary of Landlord upon written request (including without limitation Lender). Tenant shall accept performance of any of Landlord's obligations hereunder by any mortgagee or beneficiary of Landlord.

B. If any proceedings are brought for foreclosure, or if the power of sale under any deed of trust or deed to secure debt made by Landlord covering the Premises is exercised, Tenant shall attorn to the purchaser upon the foreclosure or sale and recognize the purchaser as the Landlord under this Lease.

C. Tenant agrees to make such reasonable modifications to this Lease as may be reasonably required in connection with the obtaining of financing or refinancing of the Facility or any portion thereof or interest therein, so long as such modifications do not change the economic terms hereof or materially affect Tenant's rights, increase Tenant's obligations, or reduce Landlord's obligations hereunder.

D. Landlord agrees to provide a non-disturbance agreement, in form and substance reasonably satisfactory to Tenant, from all holders of superior positions to Tenant's interest under the Lease.

22. Indemnification.

A. Except to the extent caused by the gross negligence or willful misconduct of any Landlord Indemnified Party (as defined below) or a breach of this Lease or any applicable law, ordinance, rule, or regulation by a Landlord Indemnified Party, Tenant shall at all times relieve, defend, indemnify, protect, and hold harmless Landlord, officers, agents, consultants, counsel, employees and volunteers (each, a "Landlord Indemnified Party") from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Tenant (the "Landlord Claims"), for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of Landlord, its officers, agents, employees or volunteers, to the extent that such Landlord Claims arise from or are caused by (a) the operation, maintenance, use, or occupation of the Property by Tenant or its agents, officers, employees, licensees, concessionaires, permittees or any sub lessees, (b) the acts, omissions, misconduct or negligence of Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, or (c) the failure of Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees to observe and abide by any of the terms or conditions of this Lease or any applicable law, ordinance, rule, or regulation.

The obligation of Tenant to so relieve, indemnify, protect, and save harmless Landlord, officers, agents, consultants, counsel, employees and volunteers, shall continue during any periods of occupancy or of holding over by Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, beyond the expiration of the Term

B. Except to the extent caused by the gross negligence or willful misconduct of any Tenant Indemnified Party (as defined below) or a breach of this Lease or any applicable law, ordinance, rule, or regulation by a Tenant Indemnified Party, Landlord shall at all times relieve, defend, indemnify, protect, and hold harmless Tenant and its officers, agents, consultants, counsel, employees, volunteers, invitees, guests, licensees, permittees and sub lessees (each, a "Tenant Indemnified Party") from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Landlord (the "Tenant Claims"), for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of Tenant, its officers, agents, employees or volunteers, to the extent that such Tenant Claims arise from or are caused by the willful misconduct or gross negligence of Landlord, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees (other than Tenant). The obligation of Landlord to so relieve, indemnify, protect, and save harmless Tenant and its officers, agents, consultants, counsel, employees, volunteers, invitees, guests, licensees, permittees and sub lessees shall continue during any periods of occupancy or of holding over by Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, beyond the expiration of the Term.

C.

23. Surrender of Property.

At the termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises, or any portion thereof, so terminated. Upon such termination the Premises, or any portion thereof, so terminated shall become the sole property of Landlord at no cost to the Landlord and shall be free of all liens and encumbrances and in "as-is, where-is" condition.

24. CASp Inspection.

In accordance with California Civil Code Section 1938, the Landlord hereby discloses to the Tenant that the Premises has not undergone an inspection by a "Certified Access Specialist" (CASp). The following provision is required to be included in this Lease pursuant to California Civil Code Section 1938:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject p remises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

In the event Tenant desires to cause a CASp inspection, then such inspection shall occur after the Lease Commencement Date, and, as between the Landlord and the Tenant, the Tenant shall be solely responsible for the costs of such inspections and the cost of making any repairs identified by such inspection; provided, however, any repair work is subject to all applicable requirements of this Lease.

25. Parking.

Tenant and Tenant's employees shall have access to (2) dedicated parking space identified as parking space #18 and #19 at the Facility and (1) Clicker. Replacement of a lost clicker is at a cost of $200 per clicker.

An additional eleven (11) public parking spaces at the Facility will be on a first come first serve basis. Beyond the Tenant's one (2) dedicated parking spaces, the Tenant has the option to enter into negotiations with the Landlord for the rental of additional designated parking spaces ($80 per space per month for additional parking. Limited availability).
Tenant may negotiate with the Landlord for additional clickers at ($200 per additional clicker. Limited availability). The Landlord will provide parking lot usage rules to all of the tenants closer to the time of Commencement Date.

26. Brokers. – Check One

__X__ Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for a real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

_____ Tenant was shown the property by_____ who is a licensed real estate agent in the State of California from_____ Agency. Landlord and Tenant agree to abide by the signing party's listing agreement and to pay the commission amount specified.

27. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

28. Notice to Lender.

So long as the Lenders shall hold a lien on the Property, Tenant and Landlord each agree that, simultaneously with the giving of each other notice pursuant to this Lease, they shall also give a duplicate copy thereof to such Lenders, or their designated assigns.

29. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

30. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors, transferees and assigns.

31. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's written consent is required or desirable under this Lease. Tenant acknowledges and agrees that, for so long as the Loans remain outstanding, (a) Landlord may be required to obtain the written consent of Lender pursuant to the Loan Documents in connection with a request for consent by Tenant and (b) it shall not be unreasonable for Landlord to reject Tenant's request if Lender rejects Landlord's request with respect to the same.

32. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at the Overdue Rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

33. Compliance with Law.

Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Property and/or Landlord, as the fee owner of the Property.

34. Final Agreement.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein, and terminates and supersedes all prior understandings or agreements on such subject matter. This Agreement may be modified only by a further writing that is duly executed by both parties.

35. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

36. Attorneys' Fees; Jurisdiction; Venue.

If any such action or proceeding shall be in Oakland, California. If any action, proceeding or arbitration is brought to enforce this Agreement or interpret any of its terms, the prevailing party in such action shall be entitled to recover from the non-prevailing party in addition to its costs and expenses (including, without limitation, its reasonable attorneys', accountants', experts', and consultants' costs, expenses and fees, court costs and investigative expenses prior to trial, at trial and on appeal). Each party to this Agreement consents to the jurisdiction of the courts of the State of California and the United States courts in the State of California and agrees that venue in any such action or proceeding shall be in Oakland, California.

37. Force Majeure.

Each party shall be excused from performing an obligation or undertaking provided for in this Lease for so long as such performance is prevented, delayed, retarded or hindered by an Act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strike, lockout, action of labor unions, requisitions, laws, or orders of government or civil or military authorities.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

LAO FAMILY COMMUNITY DEVELOPMENT, a California nonprofit public benefit corporation

By: _____

Name: KATHY GIAO ROTHBERG

Its: CEO

TENANT:

Highlands Community Charter School, a Public Charter School, a California nonprofit corporation

By: _____

Name: MURDOCK SMITH

Its: EXECUTIVE DIRECTOR

877\06\2504303.1

EXHIBITA

SITE PLAN

(SEE ATTACHED SITE PLAN)

EXHIBIT B

LANDLORD'S WORK

The following work shall be completed by Landlord, at cost and expense, before the Commencement Date, using Facility standard materials and be prorated share to be reimbursed by the Tenant to the Landlord:

(i) Construct grind & seal floors at proportionate share for the 1,704 sf Tenant space.

Tenant's Total Cost: $4,123.68 ($2.42 sf x 1,704 sf.) for Highlands Community School Share Cost. The total area of work was 10,000 sf at $24,200.00

**SCHEDULE 1 TO
LANDLORD'S
WORK**

**Completed by Decking Around &
Norcal**

EXHIBIT C

COMMENCEMENT DATE

MEMORANDUM

This Commencement Date Memorandum is made as August 1, 2019, by and between Lao Family Community Development Inc., as Landlord, and the Highlands Community School, as Tenant, with reference to that certain Tenant Sub-Lease Agreement (the "Lease"), dated as of August 1, 2019 by and between Landlord and Tenant for the leasing of certain premises (the "Premises") located at 2325 E. 12th Street in Oakland, CA 94601, as more particularly described in the Lease. Capitalized terms used but not defined herein shall have the meanings set forth for such terms in the Lease.

Suite #106 which is 1,704 square feet,
Total of 1 room at 1,704 sf

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Tenant hereby agree as follows:

1. The Commencement Date shall be August 1, 2019.

2. The Expiration Date of the Initial Term of the Lease shall be JULY 31, 2022.

3. Landlord and Tenant hereby further agree that the Lease is in full force and effect, and that the terms and provisions of the Lease shall remain unchanged.

4. In the event of any conflict or inconsistency between the terms and provisions of this Commencement Date Memorandum, the terms and provisions of this Commencement Date Memorandum shall prevail.

[SIGNATURES ON FOLLOWING PAGE]

LANDLORD:

By: _____

Name Printed: Kathy Chao-Rothberg

Title: Chief Executive Director

Date: 8/22/19

TENANT:

By: _____

Name Printed: Mubashir Sumra

Title: EXECUTIVE DIRECTOR

Date: 8/23/19

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MEMORANDUM OF UNDERSTANDING BETWEEN HIGHLANDS COMMUNITY CHARTER & TECHNICAL SCHOOLS AND LAO FAMILY COMMUNITY DEVELOPMENT, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2022 (the "Effective Date"), by and between Highlands Community Charter & Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and the Lao Family Community Development Inc., a non-profit community based entity organized and existing under the laws of the State of California (hereinafter "LFCD").

WHEREAS, LFCD is the owner of a certain real property and its main facilities are located at 8480 Edes Avenue in Oakland, CA 94621. Classroom and office facilities to be utilized under the terms of this agreement are located at the Multi-purpose training annex building near 85th Avenue known as Highlands Facility.

WHEREAS, HIGHLANDS and LFCD desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of LFCD's sites during the 2022-2027 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LFCD hereby agrees as follows:

1. General Information
   a) Both HIGHLANDS and LFCD agree not to discriminate in the selection or acceptance of any adult student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   b) Each adult student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/ or English Language Development.
   c) Each adult student will be subject to policies, rules, and regulations of HIGHLANDS.

2. Use of the Site
   LFCD hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the sites for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs for adult students. HIGHLANDS' use of the sites shall comply with all LFCD policies and regulations and/ or practices applicable and maintaining all licenses and/ or permits necessary,

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if any, for conducting a California public charter school for adults. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

- 1 Large Classroom (approximately 1,000 SF)
- Secure storage for textbooks and supplies
- 1 Unisex ADA restroom (260 SF)
- Adequate parking for students and staff (approximately 30 spaces)
- Office space/Teacher's Space

a) Term. HIGHLANDS' use of the site shall be for the 2022-2027 school years commencing on July 1, 2022 and terminating on June 30, 2027. Rent is waived for 07/01-08/30/22. The rent start date is 09/01/2022. Within 90 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

b) Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with LFCD's shared use of the site, if any. LFCD's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

c) Reversion to LFCD. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and LFCD's equipment and building thereon, shall revert to LFCD.

d) Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LFCD with reasonable advance notice of the time and nature of the drill.

e) Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than the buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school for adults. In the alternative, HIGHLANDS may use furnishings and equipment from LFCD, if available. Upon completion of equipment conducted by LFCD, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

f) Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and LFCD agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LFCD shall do whatever is necessary to make the space or facility safe or compliant at its sole

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expense and discretion or on terms that HCCTS and LFCD mutually agree to.

3. Facilities Use
   a) LFCD agrees to provide space to HIGHLANDS as described in section 2 at a charge of $5,000.00 (all utilities and janitorial are included and tenant improvement cost --approximately $3.97 sf X 1,260 SF) for the duration of this agreement until either party shall terminate this MOU by giving a written notice of intention to terminate at least (90) days prior to the date of termination or until June 30, 2027. There is a COLA adjustment of the CPI for the SF Bay Area of 3% annual minimum and 5% annual maximum.

4. Instruction
   All curricula for classes taught for HIGHLANDS' adult students must be approved and by appropriate HIGHLANDS' staff.

   Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all its staff.

5. Maintenance and Operations
   The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of LFCD; LFCD will provide janitorial service and/or janitorial staff to clean the classroom and restroom space at 5X a week.

   In the event that HIGHLANDS requires LFCD to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LFCD directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LFCD property. LFCD reserves the right to implement a process for submission of maintenance /repair requests.

6. Installation of Improvements by HIGHLANDS
   HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LFCD' prior written consent. LFCD approval of any improvements, including the work schedule, work hours, and modifications, shall be at reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LFCD's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in

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compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and appropriate wage laws. LFCD or its agent· shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LFCD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LFCD requires the cessation of work, LFCD and HIGHLANDS will immediately meet to address LFCD concerns. No construction or installation will resume until LFCD's concerns are adequately addressed.

7. Provision of Facilities

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2022.

8. Security System/Keys

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/ or site visits/monitoring by a private security patrol.

9. Condition of Property

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to business license, health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct.

LFCD shall remain responsible for compliance with ADA, FEHA California, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the

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satisfaction of LFCD and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LFCD reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property

The Parties acknowledge that title to the site and all improvements are held by LFCD, and shall remain in procession of LFCD at all times.

11. Surrender of Premises

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LFCD in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omission, minus normal wear and tear, after vacating the site.

12. Insurance

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. LFCD shall maintain fire and extended coverage insurance on the facility and property as Landlord deems as appropriate or its lender shall require. LFCD and HIGHLANDS shall each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to its respective activities of each in the facility with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by LFCD and such insurance affords a minimum protection of not less than $2,000,000 combined single limit coverage of bodily injury, property damage, or combination hereof.

LFCD as Landlord, CARE Campus LLC and Lender shall be listed as an additional insured on HIGHLAND's policy or policies of general liability insurance and HIGHLANDS shall provide LFCD with evidence of current Certificate of Insurance as required by section 12 of this agreement. HIGHLANDS to notify LFCD of its policy change prior to 60 days before the expiration. HIGHLANDS shall procure and maintain insurance for their business personal property and vehicles. LFCD and HIGHLANDS agree to cause the insurance companies issuing their respective insurances to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively as long as the insurance is not invalidated by such waiver. If the waiver or subrogation are contained in their respective policies, Landlord and Tenant waive any right that either may

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have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

13. Indemnification

With the exception of any liability, claims or damages caused by the gross negligence or willful misconduct of Landlord, or breach of this lease or any applicable law, ordinance, rule or regulation by a Landlord Indemnified Party, HIGHLANDS shall at all times relieve, defend, indemnify, protect and hold harmless, and defend Landlord, its officers, employees, agents, volunteers (Landlord Indemnified Parties) against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, and costs, including reasonable legal costs, reasonable attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, of HIGHLANDS use, or in connection with, the LFCD's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by LFCD, in or about the site;

With the exception of any liability, claims or damages caused by the gross negligence or willful misconduct of HIGHLANDS, or breach of this lease or any applicable law, ordinance, rule or regulation by a HIGHLANDs Indemnified Party, LFCD shall at all times relieve, defend, indemnify, protect and hold harmless, and defend HIGHLANDS, its officers, employees, agents, volunteers (HIGHLANDS Indemnified Parties) against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, and costs, including reasonable legal costs, reasonable attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgement rendered against LFCD, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, of LFCD use or in connection with, the HIGHLANDS use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site;

14. Placement of Signs

HIGHLANDS may display banners and/ or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/ or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises. HIGHLANDS to comply with local signage ordinance.

LAO FAMILY
COMMUNITY
DEVELOPMENT

To Advance the Wellbeing of Diverse Communities Through Culturally-informed Employment, Housing, and Education Services

LFCD.ORG

EXECUTIVE STAFF

Kathy Chao Rothberg
Chief Executive Officer

BOARD OF DIRECTORS

Brian Libow
Chairman

Framta Saechao
Secretary

Rita Xavier
Treasurer

Koy Saephan Jay
Director

LOCATIONS

Lao Family Headquarters at CARE Community Center
2325 East 12th Street, Ste 226
Oakland, CA 94601
TEL 510 533 8850
FAX 510 533 1516

Career Employment Center and Oakland Office
7200 Bancroft Avenue
Suites 135 & 140
Oakland, CA 94605
TEL 510 838 1077

San Pablo Office
1865 Rumrill Blvd., Ste. B
San Pablo, CA 94806
TEL 510 215 1220

Sacramento North Office
3400 Watt Ave., Ste. 204
Sacramento, CA 95821
TEL 916 359 2788
FAX 916 640 8899

Sacramento South Office
7171 Bowling Dr., Ste. 1120
Sacramento, CA 95823
TEL 916 393 7501
FAX 916 393 7574

15. Marketing

HIGHLANDS and LFCD will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and LFCD.

16. Access to Inspection

HIGHLANDS shall permit LFCD, its agents, representatives or employees, to use the classroom during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LFCD to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LFCD' oversight obligations. LFCD shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination

The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (90) days in advance of that intention.

18. Taxes

LFCD shall be solely liable for any and all taxes which may be levied or assessed upon the business personal property, furnishings or fixtures of LFCD located at the site or used by HIGHLANDS. HIGHLANDS shall be responsible for any taxes on portable Business Personal Properties of its own.

19. Notice

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

Murdock Smith
Highlands Community Charter & Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Kathy Chao Rothberg
Lao Family Community Development, Inc.
2325 E. 12th Street, Suite 226
Oakland, CA 94601
Attention: Chief Executive Office

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Sacramento, CA 95823
TEL 916 393 7501
FAX 916 393 7574

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Captions

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as

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evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution

In the event of any dispute between HIGHLANDS and LFCD regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LFCD' and HIGHLANDS' Executive Directors-CEOs. The Executive Directors-CEOs shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors-CEOs within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of LFCD shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 4/8/22
Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 7/1/22
Kathy Chao Rothberg, CEO
Lao Family Community Development, Inc.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St.** | 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave.** | 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St.** | 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd.** | 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy.** | 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave.** | 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr.** | 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave.** | 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St.** | 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms** | 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave.** | 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St.** | 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way** | 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln.** | 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave.** | 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St.** | 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way** | 3237 Peacekeeper Way, McClellan, CA 95652 *(Combining Luce Ave. & Palm St.)*
20. **Rumrill Blvd.** | 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St.** | 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St.** | 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave.** | 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St.** | 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd.** | 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd.** | 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd.** | 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*
4. **O St.** | 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont** | *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle** | 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd.** | 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St.** | 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd.** | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(Combining Folsom 1 & 2)*
5. **Franklin Blvd.** | 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*

6. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave.** | 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave.** | 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy.** | 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave.** | 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd.** | 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave.** | 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy.** | 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
   **CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College** | 10121 Westminster Ave., Garden Grove, CA
2. **Asher** | 1215 Howe Ave., Sacramento, CA 95834
3. **Federico** | 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed** | 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek** | 4330 Watt Ave., Sacramento, CA
   **CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave.** | 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr.** | 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
3. **Arden Way** | 901 Arden Way, Sacramento, CA 95815 *(Warehouse/Receiving) (Previously Arden)*
4. **Boxwood St.** | 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd.** | 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **Bowling** | 7171 Bowling Drive, Sacramento, CA 95823 *(CICA)*
2. **El Camino** | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
3. **Fair Oaks 2** | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
4. **Folsom 2** | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
5. **Marysville 2** | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
6. **S. Lake Tahoe** | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members
Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary; Sonja Cameron, Corporate Treasurer; Rickey Jones, Mellonie Yang, Mary DeChance, Mike Reid
Executive Director
Bill McGuire

Board Meeting Agenda

Call-in Number: +1 669 900 6833
Meeting ID: 865 7344 7851

DATE & TIME: **Thursday, November 7, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

A. CALL TO ORDER AND ROLL CALL

B. ADOPTION OF THE AGENDA

C. FLAG SALUTE

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

Anyone may address the Board regarding any item within the Board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the Board regarding any item not listed on the agenda. These presentations are limited to 3 minutes, and the allotted time will not exceed (30) thirty minutes.

E. ACTION ITEMS

1. Contract Approval
Request the Board to approve contracts over $100,000. The Executive

Director recommends approval. Updated on November 6, 2024.

2. 2024-25 Salary Schedule
Request the Board to approve the 2024-25 Salary Schedule. The Executive Director recommends approval.

F. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

1. Adoption of Minutes
Copies of the minutes of each regular or special meeting of the Board of Directors shall be distributed to Board members with the agenda for the next regular meeting, or as soon as reasonably possible.

Regular Board Meeting - Oct 17 2024 - Minutes - Html

2. Adoption/Elimination of Job Descriptions
The Executive Director has reviewed and recommended the following job descriptions for approval.

Chief of Staff - Remove

Compliance Officer - Remove

Senior Director of Alumni Relations - Remove

3. Adoption of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

4119.12 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

5145.71 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

4. Removal of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

4119.11 BP Policy Against Sexual Harassment and Discrimination

5. Approval of 2024-25 Leases

Approve the leases for FY 2024-25 over the amount of $250,000.

10013 Folsom Boulevard - Added on November 5, 2024

6. Approval of 2024-25 HCCTS Locations

Approve the site list for SY 2024-25 .

HCCS Locations - 24

CICA Locations - 6

HCCS & CICA Locations - 13

Total Resource Centers - 43

External CTE Locations - 5

Total Instructional Sites - 48

7. CBO Purchasing Approval Level

Add Chief Business Official to the Purchasing Approval Level of Deputy Directors ($50,000-100,000).

8. Conference Approval

Approve attendance at the Charter Schools Development Center's November 18-20, 2024 Conference in Sacramento for 20+ attendees.

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

The first reading of new and revised board policies is a discussion item only. These policies will be brought back at a later meeting for Board action.

0000 Mission Statement

0050 Vision Statement

0100 BP HCCTS Blanket Policy

0250 Student Learning Outcomes (SLOs)

1325 BP Advertising and Sponsorship Policy - added on November 6, 2024

3310 BP Purchasing and Vendor Selection - updated on November 6, 2024

4212.8 BP Anti-Nepotism and Employment of Relatives

7150.5 BP School Site Opening and Closure Policy - added on Nov. 5, 2024

9005 BP Organizational System and Governance Structure

9250 BP HCCTS Board and Officers Reimbursement Policy

9270.1 BP Policy Regarding Board Members Involvement With Other Education Providers

9320 BP Meetings and Notices

9322 BP Setting Board Agenda Items

H. FIRST READING OF REVISED BYLAWS

The Revised Bylaws' first reading is a discussion item only. The Revised Bylaws will be brought back at a later meeting for Board action.

Revised Bylaws - added on November 5, 2024

I. INFORMATION FOR DISCUSSION

1. Fiscal Update
   Director of Fiscal Services Matthew Lemos will provide the Board with a fiscal update. Supporting documents were updated on November 5, 2024.

2. HR Update & HR Academy Update
   Director of HR Jasmine Gibbs will provide the Board with an HR update. Supporting documents were added on November 6, 2024.

3. DASS Update
   Director of Accountability and Assessment Melissa Roberson will provide the Board with a DASS Update.

4. LCAP Expenditure Planning
   Director of Accountability and Assessment Melissa Roberson will update the Board on the LCAP Expenditure Planning.

5. Highlandia Update
   Director of Student Engagement Mike Roessler and Director of Curriculum Carol Zheng will provide the Board with a Highlandia Update.

6. Equity Initiatives Update
   Director of Equity Initiatives Von Allen will provide the Board with an Equity Initiatives Update.

7. Prom Update
   Director of Student Engagement Mike Roessler will provide the Board with a Prom Update. Supporting documents were updated on November 5, 2024.

8. 2024-25 Board Meeting Calendar
   The Board will discuss the 2024-25 Board meeting calendar.

9. Board Member Selection Process
The Board will discuss the Board Member selection process.
Supporting documents were added on November 5, 2024.

10. Board Member Terms
The Board will discuss the proposed Board Member terms.
Supporting documents were updated on November 5, 2024.

J. BOARD COMMENTS

K. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

Anyone may address the Board regarding any item on the agenda prior to the Closed Session. Interested persons must submit a request, which is available in card form, before the commencement of the Board Meeting. These presentations are limited to 3 minutes.

L. CLOSED SESSION

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])

M. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

N. NEXT MEETING : December 5, 2024 at 2:00 pm

O. ADJOURNMENT

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283. If you need a copy of the agenda or any attachments, please contact Natasha Lutsik at (916) 844-2283 or via email at natasha.lutsik@hccts.org.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 14, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Information - Enrollment Reports Response from September 19, 2024

Dear Ms. Warta,

We have prepared the following response to the request for information regarding the enrollment reports dated September 19, 2024. It also includes clarifications about the TRUSD notes.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Clarification for TRUSD notes

On July 1, 2024, we expanded our contract with Charter Impact. HCCTS is working with Charter Impact to improve our enrollment, attendance, and data tracking system. As part of this process, several site names have been changed to include the name of the street on which the sites are located.

On October 18, 2024, HCCTS provided TRUSD with the updated site list for 2024-2025 year. On the list is a section named "External CTE Site List" which includes all of our partnerships with external programs.

The following external CTE programs are partner sites only: Asher, Mixed, and Federico. Both Highlands and CICA students have access to these partner programs.

Site Name/ Address	Notes
Asher 1215 Howe Ave., Sacramento, CA 95834	External CTE site serves both HCCS and CICA
Auburn Blv. 4441 Auburn Blvd, Sacramento, CA 95841	Previously Auburn
Old Auburn 7817 Old Auburn Road, Citrus Heights, CA 95610	Previously Auburn 2
CapMall 555 Capitol Mall, Sacramento, CA 95814	Capitol Mall serves both HCCS and CICA as part of the Equity Initiative program
Las Palmas Ave. 1100 Las Palmas Avenue, Sacramento, CA 95815	Previously Del Paso (Calvary Christian), serves both HCCS and CICA
Marysville Blvd. 3730 Marysville Blvd., Sacramento, CA 95838	Previously Del Paso 2 This is a CICA site
Fair Oaks 2 6110 Fair Oaks Blvd, Carmichael, CA 95608	Closing location This location served HCCS and CICA
Federico	External CTE Partner Site. This site

1515 Sports Drive, Sacramento, CA 95834	serves both HCCS and CICA
Florin Rd. 3801 Florin Road, Sacramento, CA 95823	Previously Florin
Folsom 2 9555 Folsom Blvd, Sacramento, CA 95827	Relocating Location This site served both HCCS and CICA
Howe Ave 1111 Howe Avenue, Sacramento, CA 95825	Previously Howe Avenue
Industrial Pkwy 8180 Industrial Pkwy, Sacramento, CA 95824	Previously Industrial
Jackson Rd. 9880 Jackson Road, Sacramento, CA 95827	Previously Jackson (Bethany)
Grand Ave. 1333 Grand Avenue, Sacramento, CA 95838	Previously Main Campus
Marconi Ave. 3727 Marconi Ave, Sacramento, CA 95821	This site is closed. We no longer have students enrolled at this site
C St. 715 C Street, Marysville, CA 95901	Previously Marysville
MIXED CTE 5950 Florin Rd., Sacramento, CA 95823	External CTE Partner Site. This site serves both HCCS and CICA
Hayes Ave. 431 Hayes Avenue, Sacramento, CA 95838	Previously Norwood This site serves both HCCS and CICA
33rd St. 2520 33rd St, Sacramento, CA 95817	Previously Oak Park This site serves both HCCS and CICA

Rosemont (Women's Shelter, address withheld)	No Change
College Oak Dr. 4541 College Oak Drive, Sacramento, CA 95841	(Previously SALAM) College Oak Dr. is no longer a CICA site
SHRA 30 Seavey Circle, Sacramento, CA 95818	Seavey Circle (Previously SHRA – Marina Vista) External CTE site. This site serves both HCCS and CICA
Todhunter Ave. 800 Todhunter Avenue, West Sacramento, CA 95605	Previously West Sac

HCCTS Board of Directors received a new Board Policy on Opening and Closing sites as a 1st reading on November 7, 2024. This Policy is set for final approval on December 5, 2024, and is attached.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

7150.5 BP School Site Opening and Closure Policy

Board Policy

Highlands Community Charter and Technical Schools (HCCTS) establishes this policy to guide the opening and closure of school sites, ensuring that these decisions are made responsibly, transparently, and in compliance with applicable laws. This policy provides criteria and procedures for both opening and closing school sites.

Purpose

To outline the standards and steps for evaluating and implementing the opening and closure of HCCTS school sites, prioritizing the educational needs of students, staff well-being, community impact, and operational stability.

Scope

This policy applies to all school sites operated by HCCTS and authorized by the Twin Rivers Unified School District (TRUSD).

Criteria for Site Opening

HCCTS may consider opening a new school site under the following conditions:

- **Community Demand**: The identified need within the community for adult education services, supported by demographic data or community requests.
- **Strategic Alignment**: The new site aligns with HCCTS' mission and goals to expand access to high-quality education for adult learners.
- **Financial Feasibility**: Sufficient funding and resources are available to establish and operate the site sustainably.
- **Facility Suitability**: The potential site meets the safety, accessibility, and compliance standards required for educational facilities.
- **Workforce Readiness**: Availability of qualified staff to support educational and operational needs at the new site.

Criteria for Site Closure

HCCTS may consider closing a school site under one or more of the following conditions:

- **Enrollment Decline**: Persistent decline of at least 20% in enrollment over three consecutive years.
- **Fiscal Constraints**: Inability to meet financial obligations associated with the site.

- **Facility Condition**: Structural issues or safety hazards that impair the ability to operate safely.
- **Educational Adequacy**: Limitations in space or resources that prevent maintaining educational standards.
- **Community Needs**: Demographic changes leading to low site utilization.
- **Property Agreement**: Expiration of lease or property agreements that cannot be renewed.

Facilities Locations

If Charter School seeks to establish operations at one or more additional location(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

Compliance

This policy will adhere to relevant legal requirements, including:

- California Education Code: Adherence to state guidelines for school site operations.
- TRUSD and HCCTS Policies: Alignment with district and school standards for site management.
- Charter School Law: Compliance with charter-specific regulations, including required notifications and transition processes.
- HCCTS will provide TRUSD with a Notice of New, Closed, or Combined Site within 10 working days after HCCTS Board approval.
- Combining or replacing sites would not constitute a material revision to the charter petition.

Approved:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 14, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Information - Enrollment Reports Response from September 19, 2024

Dear Ms. Warta,

We have prepared the following response to the request for information regarding the enrollment reports dated September 19, 2024. It also includes clarifications about the TRUSD notes.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Clarification for TRUSD notes

On July 1, 2024, we expanded our contract with Charter Impact. HCCTS is working with Charter Impact to improve our enrollment, attendance, and data tracking system. As part of this process, several site names have been changed to include the name of the street on which the sites are located.

On October 18, 2024, HCCTS provided TRUSD with the updated site list for 2024-2025 year. On the list is a section named "External CTE Site List" which includes all of our partnerships with external programs.

The following external CTE programs are partner sites only: Asher, Mixed, and Federico. Both Highlands and CICA students have access to these partner programs.

Site Name/ Address	Notes
Asher 1215 Howe Ave., Sacramento, CA 95834	External CTE site serves both HCCS and CICA
Auburn Blv. 4441 Auburn Blvd, Sacramento, CA 95841	Previously Auburn
Old Auburn 7817 Old Auburn Road, Citrus Heights, CA 95610	Previously Auburn 2
CapMall 555 Capitol Mall, Sacramento, CA 95814	Capitol Mall serves both HCCS and CICA as part of the Equity Initiative program
Las Palmas Ave. 1100 Las Palmas Avenue, Sacramento, CA 95815	Previously Del Paso (Calvary Christian), serves both HCCS and CICA
Marysville Blvd. 3730 Marysville Blvd., Sacramento, CA 95838	Previously Del Paso 2 This is a CICA site
Fair Oaks 2 6110 Fair Oaks Blvd, Carmichael, CA 95608	Closing location This location served HCCS and CICA
Federico	External CTE Partner Site. This site

1515 Sports Drive, Sacramento, CA 95834	serves both HCCS and CICA
Florin Rd. 3801 Florin Road, Sacramento, CA 95823	Previously Florin
Folsom 2 9555 Folsom Blvd, Sacramento, CA 95827	Relocating Location This site served both HCCS and CICA
Howe Ave 1111 Howe Avenue, Sacramento, CA 95825	Previously Howe Avenue
Industrial Pkwy 8180 Industrial Pkwy, Sacramento, CA 95824	Previously Industrial
Jackson Rd. 9880 Jackson Road, Sacramento, CA 95827	Previously Jackson (Bethany)
Grand Ave. 1333 Grand Avenue, Sacramento, CA 95838	Previously Main Campus
Marconi Ave. 3727 Marconi Ave, Sacramento, CA 95821	This site is closed. We no longer have students enrolled at this site
C St. 715 C Street, Marysville, CA 95901	Previously Marysville
MIXED CTE 5950 Florin Rd., Sacramento, CA 95823	External CTE Partner Site. This site serves both HCCS and CICA
Hayes Ave. 431 Hayes Avenue, Sacramento, CA 95838	Previously Norwood This site serves both HCCS and CICA
33rd St. 2520 33rd St, Sacramento, CA 95817	Previously Oak Park This site serves both HCCS and CICA

Rosemont (Women's Shelter, address withheld)	No Change
College Oak Dr. 4541 College Oak Drive, Sacramento, CA 95841	(Previously SALAM) College Oak Dr. is no longer a CICA site
SHRA 30 Seavey Circle, Sacramento, CA 95818	Seavey Circle (Previously SHRA – Marina Vista) External CTE site. This site serves both HCCS and CICA
Todhunter Ave. 800 Todhunter Avenue, West Sacramento, CA 95605	Previously West Sac

HCCTS Board of Directors received a new Board Policy on Opening and Closing sites as a 1st reading on November 7, 2024. This Policy is set for final approval on December 5, 2024, and is attached.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

7150.5 BP School Site Opening and Closure Policy

Board Policy

Highlands Community Charter and Technical Schools (HCCTS) establishes this policy to guide the opening and closure of school sites, ensuring that these decisions are made responsibly, transparently, and in compliance with applicable laws. This policy provides criteria and procedures for both opening and closing school sites.

Purpose

To outline the standards and steps for evaluating and implementing the opening and closure of HCCTS school sites, prioritizing the educational needs of students, staff well-being, community impact, and operational stability.

Scope

This policy applies to all school sites operated by HCCTS and authorized by the Twin Rivers Unified School District (TRUSD).

Criteria for Site Opening

HCCTS may consider opening a new school site under the following conditions:

- **Community Demand**: The identified need within the community for adult education services, supported by demographic data or community requests.
- **Strategic Alignment**: The new site aligns with HCCTS' mission and goals to expand access to high-quality education for adult learners.
- **Financial Feasibility**: Sufficient funding and resources are available to establish and operate the site sustainably.
- **Facility Suitability**: The potential site meets the safety, accessibility, and compliance standards required for educational facilities.
- **Workforce Readiness**: Availability of qualified staff to support educational and operational needs at the new site.

Criteria for Site Closure

HCCTS may consider closing a school site under one or more of the following conditions:

- **Enrollment Decline**: Persistent decline of at least 20% in enrollment over three consecutive years.
- **Fiscal Constraints**: Inability to meet financial obligations associated with the site.

- **Facility Condition**: Structural issues or safety hazards that impair the ability to operate safely.
- **Educational Adequacy**: Limitations in space or resources that prevent maintaining educational standards.
- **Community Needs**: Demographic changes leading to low site utilization.
- **Property Agreement**: Expiration of lease or property agreements that cannot be renewed.

Facilities Locations

If Charter School seeks to establish operations at one or more additional location(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval.

Compliance

This policy will adhere to relevant legal requirements, including:

- California Education Code: Adherence to state guidelines for school site operations.
- TRUSD and HCCTS Policies: Alignment with district and school standards for site management.
- Charter School Law: Compliance with charter-specific regulations, including required notifications and transition processes.
- HCCTS will provide TRUSD with a Notice of New, Closed, or Combined Site within 10 working days after HCCTS Board approval.
- Combining or replacing sites would not constitute a material revision to the charter petition.

Approved:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 14, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/Request for Information - HCCTS Board Presentation held on October 3, 2024 - Site Location Discrepancies

Dear Mr. DiGiulio,

On October 16, 2024, HCCTS received a notice of concern and request for information regarding the site locations presented to the HCCTS Board of Directors held on October 3, 2024. We have prepared the following letter in response to the notice of concern.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

HCCTS Board Meeting
On October 3, 2024, HCCTS Associate Deputy Director Christina Martinez presented to the HCCTS Board of Directors an HCCTS Locations Approval presentation, which included sites and locations for Highlands and CICA. Within the presentation there were errors. In response to the errors, the sites were presented to the HCCTS board of directors on October 17, 2024, for approval once again.

HCCTS Locations
Attached is an updated site list for HCCS & CICA. We acknowledge that sites, naming conventions, openings, and closings have been the source of confusion and we are working to improve the communication with TRUSD regarding all sites in the future.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave. |** 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St. |** 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy. |** 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave. |** 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr. |** 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave. |** 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St. |** 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms |** 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave. |** 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St. |** 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln. |** 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St. |** 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave. |** 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St. |** 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd. |** 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd. |** 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd. |** 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

4. **O St. |** 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont |** *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle |** 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*
6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

**CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834

CICA July 2024
ENROLLMENT

Site Name	COUNT
Asher	12
Auburn	216
Auburn 2	36
Del Paso	21
Del Paso 2	16
FairOaks2	1
Federico	4
Florin	29
Howe	564
Industrial	79
Jackson	36
MainCampus	5
Maple2	1
Marconi	234
Marysville	15
MIXED CTE	6
Norwood	25
OakPark	113
Rosemont	17
SALAM	23
West Sac	64
Grand Total	**1517**

CICA August 2024
ENROLLMENT

Site Name	COUNT
Asher	12
Auburn	354
Auburn 2	30
CapMall	1
Del Paso	35
Del Paso 2	15
FairOaks2	15
Federico	2
Florin	44
Folsom 2	11
Howe	509
Industrial	114
Jackson	36
MainCampus	6
Maple2	2
Marconi	320
Marysville	54
MIXED CTE	6
Norwood	29
OakPark	202
Rosemont	20
SALAM	25
SHRA	19
West Sac	75
Grand Total	**1936**

CICA September 2024
ENROLLMENT

Site Name	COUNT
Asher	15
Auburn	371
Auburn 2	34
CapMall	1
Del Paso	33
Del Paso 2	15
FairOaks2	15
Federico	2
Florin	41
Folsom 2	11
Howe	464
Industrial	119
Jackson	25
MainCampus	13
Marconi	312
Marysville	47
MIXED CTE	6
Norwood	28
OakPark	218
Rosemont	21
SALAM	25
SHRA	22
West Sac	73
Grand Total	**1911**

CICA October 2024 Enrollment

Site	Student Count	Notes
33rd St.	200	
Asher	20	
Auburn Blvd.	343	
C St.	53	
Capitol Mall	2	CTE - Crossing the Bridge Equity Iniatives
College Oak Dr.	25	Temporary assignment
Fair Oaks 2	4	
Federico	5	
Florin Rd.	52	
Folsom 2	15	
Franklin Blvd.	2	
Grand Ave.	7	
Hayes Ave.	21	
Howe Ave.	426	
Industrial Pkwy.	107	
Jackson Rd.	23	
Las Palmas Ave.	38	
Marconi Ave.	282	
Marysville Blvd.	18	
O St.	14	
Old Auburn Rd.	48	
Rosemont	20	
Seavey Circle	21	
Todhunter Ave.	59	
Grand Total	1805	

November 2024		
CICA		
Site	Student Count	Notes
33rd St.	176	
Asher	17	
Auburn Blvd.	338	
C St.	49	
College Oak Dr.	23	Temporary assignment
Fair Oaks Blvd.	2	New - CTE
Federico	3	
Florin Rd.	44	
Grand Ave.	8	
Hayes Ave.	17	
Howe Ave.	411	
Industrial Pkwy.	107	
Jackson Rd.	23	
Las Palmas Ave.	40	
Marconi Ave.	272	
Marysville Blvd.	16	
Mixed	4	New - CTE
O St.	14	
Old Auburn Rd.	47	
Rosemont	20	
Seavey Circle	26	
Todhunter Ave.	59	
Unitek	10	New - CTE
Grand Total	1726	

CICA December 2024 Enrollment

Site	Student Count
33rd St.	173
Asher	15
Auburn Blvd.	390
C St.	69
College Oak Dr.	22
Fair Oaks Blvd.	3
Federico	3
Florin Rd.	50
Grand Ave.	4
Hayes Ave.	24
Howe Ave.	482
Industrial Pkwy.	106
Jackson Rd.	23
Las Palmas Ave.	56
Marconi Ave.	330
Marysville Blvd.	18
Mixed	5
O St.	19
Old Auburn Rd.	48
Rosemont	23
Seavey Circle	25
Todhunter Ave.	85
Unitek	15
Grand Total	1988

January 2025
CICA

Site	Student Count
33rd St.	182
Asher	14
Auburn Blvd.	410
C St.	63
College Oak Dr.	23
Fair Oaks Blvd.	4
Federico	2
Florin Rd.	46
Franklin	1
Grand Ave.	1
Hayes Ave.	21
Howe Ave.	420
Industrial Pkwy.	110
Jackson Rd.	23
Las Palmas Ave.	56
Marconi Ave.	335
Marysville Blvd.	16
Mixed	5
O St.	18
Old Auburn Rd.	46
Rosemont	19
Seavey Circle	23
Todhunter Ave.	89
Unitek	14
Grand Total	1941

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

CICA Enrollment Report February 2025

Site	Student Count
33rd St.	137
Asher	12
AuburnBlvd	307
C St.	64
Florin Rd.	52
Franklin	1
Grand Ave.	5
Hayes Ave.	29
Howe Ave.	432
Industrial	104
Jackson Rd	23
Las Palmas	58
Marconi Av	267
Marysville	21
MIXED	3
O St.	18
Old Auburn	39
Rosemont	16
Seavey Cir	32
Todhunter	69
Unitek	15
Grand Total	1728

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

CICA Enrollment Report March 2025

Site	Student Count
33rd St.	163
Asher	8
AuburnBlvd	391
C St.	65
Folsom Blvd.	0
Florin Rd.	48
Franklin	1
Grand Ave.	2
Hayes Ave.	27
Howe Ave.	426
Industrial Pkwy.	105
Jackson Rd.	23
Las Palmas Ave.	44
Marconi Ave.	355
Marysville Blvd.	31
Mixed	4
O St.	19
Old Auburn Rd.	44
Rosemont	12
Seavey Circle	28
Todhunter Ave.	77
Unitek	20
Total	1893

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

CICA Enrollment Report April 2025

Site	Student Count
33rd St.	175
Asher	6
AuburnBlvd	391
C St.	77
Folsom Blvd.	0
Florin Rd.	46
Franklin	1
Grand Ave.	2
Hayes Ave.	44
Howe Ave.	464
Industrial Pkwy.	106
Jackson Rd.	23
Las Palmas Ave.	62
Marconi Ave.	349
Marysville Blvd.	39
Mixed	4
O St.	21
Old Auburn Rd.	36
Rosemont	13
Seavey Circle	32
Todhunter Ave.	70
Unitek	18
Total	1986

TwinRivers
UNIFIED SCHOOL DISTRICT

Board of Trustees

Basim Elkarra
President

Stacey Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

January 22, 2025

Via Email

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

RE: Notice of Concern/Request for Information 10/3/24 Board Presentation - Site Location Discrepancies, TRUSD Reply to HCCTS Response dated 11/14/24

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS" or "Charter School") and California Innovative Career Academy (CICA) operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS' compliance with its approved Charter, the Memorandum of Understanding between the District and HCCS regarding the Charter School's operations and oversight, and laws applicable to the Charter School's operation.

On October 3, 2024 the District sent a Notice of Concern/Request for Information regarding the October 3, 2024, HCCTS Board meeting a presentation entitled "2024-25 HCCTS Locations Approval". HCCTS responded to the District Notice on November 14, 2024

The District requests additional information in order to make a determination on the site list discrepancies outlined in the above-mentioned Notice.

In the November 14 letter HCCTS classified five CTE sites for HCCS and CICA as "Internal" CTE Sites and five as "External" CTE sites. The District is seeking information and a response regarding the new classification of "internal" and "external". Additionally, the District requires a response from HCCTS regarding these changes being made without complying with the current terms of the MOU Amendment No. 3, which states "*If the Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the*

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

proposed change(s), including, lease agreements, budgetary documentation, and a description of the operations to be established at the location(s), in order for the District to determine whether the proposed change(s) constitutes a material revision requiring District Board approval."

1. **New Classification of "Internal" and "External" Sites**

   Action Needed:

   - Provide additional information about each "internal" and "external" location including:
     - The name of the partner
     - The number of students served
     - What part of the program occurs at each location
     - The first date that students were served (by program and location)
     - Copies of all agreements between HCCTS and the "partner".

2. **Violation of MOU Terms**

   Action Needed:

   - A response regarding the implementation of location changes without complying to the current terms of the MOU Amendment No. 3.

Within 10 calendar days from the date of this letter, please outline a timeline for when HCCTS expects to provide the information and records responsive tot his request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:
TRUSD Notice of Concern/Request for Information dated October 16, 2024
HCCTS Response dated November 14, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

February 27, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: NOC/RFI - 10/3/24 Board Presentation - Site Location Discrepancies, TRUSD Reply to HCCTS Response dated 11/14/24

Dear Mr. DiGiulio,

On January 22, 2025, HCCTS received a follow-up request for information regarding CTE internal and external programs. In response, we prepared the following letter.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

HCCTS has two types of CTE sites:

- Internal CTE sites (without a partner)
- External CTE sites (with a partner)

All internal and external CTE programs are available to HCCS and CICA students.

Internal CTE
Internal CTE programs are developed and managed directly by HCCTS and our employees to meet the specific needs and goals of our students.

Internal CTE	**The first date the students were served**	***Number of HCCTS students served**
Digital Navigator 1333 Grand Avenue, Sacramento, CA 95838	09/01/2020	6369
Early Childhood Education 1333 Grand Avenue, Sacramento, CA 95838	02/20/2016	218
Group Fitness Instructor 1333 Grand Avenue, Sacramento, CA 95838	01/01/2018	168
Personal Finance 1333 Grand Avenue, Sacramento, CA 95838	09/19/2022	486

Sports Officiating 1100 Las Palmas Avenue, Sacramento, CA 95815	09/19/2022	38
Truck Driving 8180 Industrial Pkwy, Sacramento, CA 95824	08/16/2014	573
Welding 1333 Grand Avenue, Sacramento, CA 95838	07/17/2023	38
Culinary 2520 33rd St, Sacramento, CA 95817	03/04/2024	29
MC3 (Construction) 1333 Grand Avenue, Sacramento, CA 95838	09/16/2021	68

*This figure includes all students at HCCS and CICA students who have been served since the program started.

External CTE
External CTE programs are developed by outside entities with a curriculum they already created, and was designed for their own students. HCCTS partners with these organizations to provide our students with additional opportunities for success. The external programs are outlined below.

External CTE And Address	Partner Name	The first date the students were served	*Number of HCCTS students served
Unitek 4330 Watt Ave., Sacramento, CA 95660	Unitek College, LLC	07/28/2023	98
Mixed 5950 Florin Rd., Sacramento, CA 95823	Mixed Institute of Cosmetology & Barber	08/16/2021	68
Federico 1515 Sports Drive, Sacramento 95834	Federico Beauty Institute	01/13/2023	58
Asher 1215 Howe Ave., Sacramento, CA 95834	Asher College	01/01/2020	625
**Advance Beauty College 10121 Westminster Ave., Garden Grove, CA 92843	Advance Beauty College, Inc.	02/23/2023	46

*This figure includes all students at HCCS and CICA who have been served since the CTE program started.

**Located in Southern California and is accessible to students in person in the LA region

On October 21, 2024, I sent TRUSD the 2024-2025 updated site list. This was a comprehensive list of all HCCTS sites including internal and external CTE sites.

HCCTS is in the process of reviewing the HCCS & CICA charter petitions and is continuing to work on the process of drafting the material revision for the HCCTS locations. HCCTS is committed to adhering to the TRUSD/ HCCTS MOU Amendment No. 3 executed on January 11, 2024.

Attached are copies of the agreements between HCCTS and the CTE partners and the 2024-2025 updated site list.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 18, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Material Revision

Dear Ryan DiGiulio,

On October 17, 2024, the HCCTS Board of Directors approved the revised SY 2024-2025 site list. The approved locations have been renamed and reorganized to better demonstrate their location by using the street, avenue, etc. name if possible.

This letter serves as a notice of material revision for both HCCS and CICA for adding the following locations:

Folsom Blvd. | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
Peacekeeper Way | 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*

And closing the locations listed below:

El Camino | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
Fair Oaks 2 | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
Folsom 2 | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
Marysville 2 | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
S. Lake Tahoe | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

The current location count is as follows:

HCCS Locations- 24
CICA Locations – 6

HCCS & CICA Locations – 13
Total Resource Centers – 43

External CTE Locations – 5
Total Instructional Locations – 48

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



BILL MCGUIRE
Executive Director
Highlands Community Charter and Technical Schools

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave. |** 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St. |** 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy. |** 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave. |** 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr. |** 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave. |** 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St. |** 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms |** 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave. |** 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St. |** 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln. |** 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St. |** 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave. |** 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St. |** 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd. |** 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd. |** 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd. |** 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*

4. **O St. |** 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont |** *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle |** 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*
6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

**CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834
3. **Federico |** 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed |** 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek |** 4330 Watt Ave., Sacramento, CA

**CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave. |** 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr. |** 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
3. **Arden Way |** 901 Arden Way, Sacramento, CA 95815 *(Warehouse/Receiving) (Previously Arden)*
4. **Boxwood St. |** 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd. |** 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **El Camino |** 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
2. **Fair Oaks 2 |** 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
3. **Folsom 2 |** 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
4. **Marysville 2 |** 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
5. **S. Lake Tahoe |** 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of September, 2022 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College, Inc., a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "Landlord").

I. RECITALS

WHEREAS, Landlord is the owner of a certain real property and its main facilities are located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site").

WHEREAS, HIGHLANDS and Landlord desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Landlord Site during the 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Landlord hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and Landlord agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS while attending classes at the Site.

2. Use of the Site.

Landlord hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Landlord policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

A. Term. HIGHLANDS' use of the Site shall be for the 2022-23 school years commencing on September 1, 2022 and terminating on June 30, 2023. No later than 30 days prior to the expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Landlord shared use of the Site, if any. Landlord shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Landlord. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Landlord equipment thereon, shall revert to Landlord.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall request approval from the Landlord with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Landlord, if available. The use of furnishings is subject to Landlord's prior approval which may require a reimbursement. Upon completion of equipment conducted by Landlord, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Landlord agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations.

3. Facilities Use.

Landlord agrees to provide space to the Tenant as described in section 2 at a charge of $7,500 per month for 2,500 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination.

4. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Landlord. Landlord will provide custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Landlord to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Landlord directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Landlord property. Landlord reserves the right to implement a process for submission of maintenance /repair requests.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Landlord prior written consent. Landlord approval of any improvements, including the work schedule, work hours, and modifications, shall be at Landlord's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Landlord construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Landlord or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the

construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Landlord requires the cessation of work, Landlord and HIGHLANDS will immediately meet to address Landlord concerns. No construction or installation will resume until Landlord concerns are adequately addressed.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than September 30, 2022.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Landlord shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of (1) they are required by HIGHLANDS' use of the Site or (2) any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all

the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Landlord and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Landlord reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Landlord, and shall remain in procession of Landlord at all times.

10. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Landlord in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Landlord insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Landlord shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions,

causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Landlord use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Landlord, in or about the site; Landlord obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Landlord, HIGHLANDS, shall indemnify, hold harmless, and defend Landlord, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Landlord, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Landlord from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Landlord and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Access to Inspection.

HIGHLANDS shall permit Landlord, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Landlord to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Landlord oversight obligations. Landlord shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

15. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

16. Taxes.

Landlord shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Landlord located at the site.

17. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director
Murdock.smith@hccts.org

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue

Garden Grove, CA 92843
tam@advancebeautycollege.com

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

18. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

19. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

20. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

21. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

22. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

23. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

24. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

25. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

26. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

27. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Landlord regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Landlords CEO and HIGHLANDS' Executive Director. The CEO and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the CEO and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 9/21/22

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 9/21/22

Tam Nguyen
Advance Beauty College, Inc.

TRAINING AGREEMENT BETWEEN ASHER COLLEGE AND HIGHLANDS COMMUNITY CHARTER SCHOOL

THIS AGREEMENT ("Agreement") is made this 22nd day ofAugust, 2016 (the "Effective Date"), by and between ASHER College, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter referred to as "ASHER") and Highlands Community Charter School, a California non-profit public charter school (hereinafter referred to as the "Charter School").

I. RECITALS

WHEREAS, ASHER is the owner of certain real property and its main facilities are located at 1215 Howe Ave Sacramento CA 95825;

WHEREAS, ASHER and the Charter School desire to enter into this Agreement to document the arrangement between the parties regarding the Charter School's use of the ASHER Site during the 2016-17 school year ("Applicable Year"), pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

Section 1. Use of the Site. ASHER hereby grants to the Charter School, on the terms and conditions set forth herein, use of the Site for the sole purpose of participating in the programs described in Section 2.. The Charter School's use of the Site shall comply with all ASHER policies and regulations and/or practices applicable to the ASHER facilities. ASHER shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California Private Post-Secondary School. The Charter School further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site and conducting charter school activities.

A. Term. The Charter School's use of the Site shall be for the 2016-17 school year commencing on August 22nd, 2016 and terminating upon the successful completion of all students enrolled before July 1st, 2017 . This Agreement will automatically renew for an additional School year terms unless either party terminates the Agreement per Section 7 of this Agreement.

B. Joint-Use. The Charter School acknowledges that its right to use the Site shall not interfere with ASHER's shared use of the Site. ASHER's shared use of the Site shall not unreasonably interfere with the Charter School's use of the Site.

C. Reversion to ASHER. Upon the expiration of this Agreement by its terms, the right to use and to occupy the Site and its facilities, and ASHER equipment thereon, shall revert to ASHER.

D. Acknowledgement of Suitability, Compliance and Waiver. By executing this Agreement, the Charter School and ASHER ·agree to conduct an inspection of the Site to determine that. The Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock

keys, fire extinguishers, legal postings at entry, etc.) ASHER shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

Section 2. Financial/Recordkeeping Obligations

A. Asher Agrees to Provide Attendance Records utilizing Asher's electronic Attendance record keeping systems.

B. Monthly Asher will Invoice Charter School for each properly registered student who attended classes at Asher for any portion of the previous month. Invoices are due upon receipt and will be paid within 30 days.

C. Programs:

Program	Estimated time to complete	Monthly Charge	Total Max Charge	Non Refundable	Books & Vouchers	
PC Technician	5 Months / 150 days	$1,000	$ 5,000	$0	Included	
Medical Office Administration	4 Months / 120 days	$1,000	$ 4,000	$0	Included	
Office Administration	4.25 Months	$1,000.0	$ 4,250	$0	Included	
Typing - **Added** to above programs	.25 Month - 7 days	one time charge of $200	$200	0	Included	

D. Refunds: Refunds for Students who do not complete the Programs will be prorated based on calendar time attended/ Estimated Time to Complete.

Refund Example: Student X enrolled in the PC Technician Program and Typing. The first day of attendance at ASHER was August 22nd and the last date of attendance was October 31st. Total calendar days attended is 71. Therefore the Max earned by ASHER would be 71/157 x ($5000+$200) = $2351.59. If Charter School had paid more than $2351.59 then a refund would be due. Otherwise the final invoice would be adjusted to reflect the Max charge earned by ASHER

Section 3. Maintenance and Operations. The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of ASHER; ASHER will provide its own janitorial service and/or janitorial staff.

Section 4. Title to Property. The Parties acknowledge that title to the Site and all improvements are held by ASHER, and shall remain in possession of ASHER at all times.

Section 5. Insurance. The Charter School will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise for Charter School Students and employees of no less than

$1,000,000 per occurrence and $3, 000,000 in the aggregate. The Charter School's insurance shall be primary unless the claim, injury, or loss is at the active negligence of ASHER. ASHER shall be named as additional insured.

ASHER will procure and maintain property coverage for the premise and building at full replacement cost. ASHER's insurance shall be primary. The Charter School shall procure and maintain insurance for their personal property.

Section 6. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of ASHER, the Charter School shall indemnify, hold harmless, and defend ASHER, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against ASHER, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the Charter School's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site; the Charter School's obligation to defend ASHER and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the Charter School, ASHER shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, ASHER's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the ASHER in or about the Site; ASHER's obligation to defend the Charter School and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Section 7. Termination. This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By the Charter School for any reason, or for no reason, by giving thirty (30) days' notice of its intention to terminate to ASHER.

B. By the Charter School, upon mutual agreement between ASHER and the Charter School, if the Site is so damaged, destroyed or otherwise impaired as to hinder the ASHER's effective use of the premises at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the ASHER effective use of the premises, ASHER will make a good faith effort to provide other facilities, if available, but shall have no obligation to provide substitute facilities.

C. By ASHER for a material failure by the Charter School to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of thirty (30) days after notice thereof from ASHER to the Charter School; provided, however, that if the nature of the Charter School's default is such that more than thirty (30) days are reasonably required for its cure, then the Charter School shall not be deemed to be in default if the Charter School commences such cure within said thirty (30) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

D. By ASHER in the event the Charter School files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations. "Ceasing operations" shall be defined as voluntary surrender or revocation of the Charter.

Section 8. Taxes. ASHER shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of ASHER located at the Site or used by the Charter School.

Section 9. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

To Charter School:

Murdock Smith, Executive Director/CEO
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838
Fax: (916) 471-0552

To ASHER:

David Vice, CEO
Asher College
1215 Howe Ave
Sacramento, Ca 95825

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 10. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 11. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 12. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions; negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 13. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

Section 14. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 16. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 17. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 18. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 19. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 20. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

Section 21. Dispute Resolution. In the event of any dispute between the Charter School and the ASHER regarding this Agreement, including alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the ASHER Executive Director and the Charter School's Principal. The Executive Director and the Principal shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Director and Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of the ASHER shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

ASHER COLLEGE

BY: _____ **Date** 8/22/16

David Vice, CEO

Highlands Community Charter School

BY: _____ **Date** 8/24/16

Murdock Smith, Executive Director/CEO

MEMORANDUM OF UNDERSTANDING BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND FEDERICO BEAUTY INTSTITUTE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 13th day of January, 2023 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and Federico Beauty Institute, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "FEDERICO").

RECITALS

WHEREAS, HIGHLANDS and FEDERICO desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by FEDERICO during the 2023 school year (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and FEDERICO hereby agrees as follows:

AGREEMENT

1. General Information.

   A. Both HIGHLANDS and FEDERICO agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit.

   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and FEDERICO while attending classes at FEDERICO.

2. Student Qualifications.

Students must meet the following conditions for enrollment with HIGHLANDS:

   A. They must not possess a U.S. High School Diploma

B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act).

3. Term. The term of this MOU shall be for five months commencing on January 15th, 2023 and ending on June 15th, 2023. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations. FEDERICO will invoice HIGLANDS at the end of each month for all charges incurred that month. The first month of a class start's bill will include the application fee, student insurance, STRF, and technology fee in addition to monthly tuition and any/all kit costs incurred. Months 2 until completion billing will include monthly tuition and all kit costs incurred that month. FEDERICO will provide an attendance report for each student at the end of each month and include with the invoice. The invoice shall be compared to attendance records submitted by FEDERICO and paid within 30 days of receipt and approval of invoice. In the event a student is dis-enrolled from FEDERICO, FEDERICO shall provide a refund to HIGHLANDS utilizing the refund policy calculation (see Exhibit A) applicable to all FEDERICO students.

Course	Tuition	Application	Insurance	STRF	Supplies	Textbook	Technology	Uniforms	Total
Cosmetology	$15,250.00	$75.00	$10.00	$45.00	$2,065.69	$550.00	$100.00	$26.94	$18,122.63
Barber	$15,250.00	$75.00	$10.00	$45.50	$2,242.62	$575.00	$100.00	$26.94	$18,325.06
Esthetics	$9,000.00	$75.00	$10.00	$26.00	$1,404.06	$400.00	$50.00	$26.94	$10,992.00
Barber Transfer	$3050.00	$75.00	$10.00	$10.00	$713.08 - $1653.74*	$375.00	$25.00	$26.94	$4285.02 - $5,225.68

*Barber Transfer supplies to be purchased dependent upon supplies needed by student. Kit price will be determined at enrollment based upon supplies already owned by the student.

5. Marketing. HIGHLANDS and FEDERICO will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and FEDERICO.

6. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, FEDERICO, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the FEDERICO' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by FEDERICO, in or about the site; FEDERICO' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of FEDERICO, HIGHLANDS, shall indemnify, hold harmless, and defend FEDERICO, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against FEDERICO, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, FEDERICO from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend FEDERICO and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

7. Termination. The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

8. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

FEDERICO:
Jeremy Federico
Federico Beauty Institute
1515 Sports Drive
Sacramento, CA 95834
Attention: President

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

9. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

10. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. Entire Agreement of Parties. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

12. California Law. This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

13. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

14. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

15. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

16. Captions. The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

17. Severability. Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

18. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

19. Email Signatures. This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

20. Dispute Resolution. In the event of any dispute between HIGHLANDS and FEDERICO regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the FEDERICO' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools

Date: _____

FEDERICO BEAUTY INSTITUTE

By: _____

Jeremy Federico, President
Federico Beauty Institute

Date: 3.28.23

MEMORANDUM OF UNDERSTANDING BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND MIXED INSTITUTE OF COSMETOLOGY & BARBER

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of June 22nd, 2022 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and MIXED Institute of Cosmetology & Barber, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "MIXED Institute").

RECITALS

WHEREAS, HIGHLANDS and MIXED Institute desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by MIXED Institute during the 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and MIXED Institute hereby agrees as follows:

AGREEMENT

1. General Information.

   A. Both HIGHLANDS and MIXED Institute agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and MIXED Institute while attending classes at MIXED Institute.

2. Student Qualifications.

Students must meet the following conditions for enrollment with HIGHLANDS:

   A. They must not possess a U.S. High School Diploma

B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act)

3. Term. The term of this MOU shall be for one year, commencing on June 22, 2022 and ending on June 30, 2023. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations. Within the first two weeks of each class start, HIGHLANDS will purchase classroom book sets and tool kits at a combined cost of $1,993 per each properly enrolled student in the cosmetology program, $1,988 per each properly enrolled student in the Barbering program, and $916.50 per each properly enrolled student in the manicuring program. If the student prefers, they may purchase their own set of books and tool kits directly from MIXED Institute. MIXED Institute will notify HIGHLANDS and submit an invoice for all books and supplies required by HIGHLANDS's students upon enrollment into the program. MIXED Institute agrees to maintain attendance records and report on a weekly basis to HIGHLANDS. In the event that a student misses an excess of 16 hours in a week, MIXED Institute shall notify HIGHLANDS in writing to develop a plan for the student to succeed. MIXED Institute shall prepare a monthly invoice in the amount of $1973 per each student properly enrolled and attending the **cosmetology** program, $1973 per each student properly enrolled and attending the **Barbering** program, and $495 per each student properly enrolled and attending the manicuring program, for the educational services provided. This invoice shall be compared to submitted attendance records submitted by MIXED Institute and paid within 30 days of receipt and approval of invoice. In the event a student is dis-enrolled from MIXED Institute, MIXED Institute shall provide a refund to HIGHLANDS utilizing the refund policy calculation (see Exhibit A) applicable to all MIXED Institute students.

Program	Duration	Monthly Charge	Tuition	Start-up Fees*	Total Max Charge	List Price
Cosmetology	1000 Clocked Hours	$1,973	$13,811	$1,993	$15,803	$16,803
Barbering	1000 Clocked Hours	$1,973	$13,811	$1,988	$15,799	$16,798
Manicuring	400 Clocked Hours	$495	$1,980	$916.50	$2,904.50	$3,116.50

*Start-up Fees include Books, kit and registration fee.

5. Instruction. All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff. Any and all staff teaching HIGHLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Marketing. HIGHLANDS and MIXED Institute will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and MIXED Institute.

7. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, MIXED Institute, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the MIXED Institute' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by MIXED Institute, in or about the site; MIXED Institute' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of MIXED Institute, HIGHLANDS, shall indemnify, hold harmless, and defend MIXED Institute, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against MIXED Institute, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, MIXED Institute from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend MIXED Institute and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims,

demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

8. Termination. The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

9. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

MIXED Institute:
MIXED INSTITUTE of COSMETOLOGY & BARBER
5950 Florin Road Ste. #103
Sacramento Ca. 95823
916-421-5950
Attention: Robert Brown/CEO

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

11. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. Entire Agreement of Parties. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

13. California Law. This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

14. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

16. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. Captions. The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

18. Severability. Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

19. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

20. Email Signatures. This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

21. Dispute Resolution. In the event of any dispute between HIGHLANDS and MIXED regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the MIXED Institute' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director

Highlands Community Charter and Technical Schools

Date: 6/28/22

MIXED INSTITUTE of COSMETOLOGY & BARBER

By: _____

Robert Brown, CEO

Mixed Institute of Cosmetology & Barber

Date: 6/24/2022

MEMORANDUM OF UNDERSTANDING BETWEEN
UNITEK LEARNING AND HIGHLANDS COMMUNITY CHARTER SCHOOLS

This Agreement is entered into by and between Unitek College, LLC (College) and Highlands Community Charter Schools (Highlands), hereinafter collectively the Parties, and shall become effective as of the date of the last signature (Effective Date). Parties enter this Agreement to provide educational opportunities for qualified Highlands students (Participants).

ACADEMIC TERMS AND CONDITIONS

1. **College Degree or Certificate Programs**
    a. Highlands Participants shall have the opportunity to apply for admission to College's academic programs offered under this Agreement. Programs available, academic requirements, tuition and fees, and minimum enrollment requirements are in the attached **Program Information Addendums.**

2. **Responsibilities of the Parties**
    a. **Collaboration**: Parties agree to collaborate in good faith all aspects of this Agreement. Each Party shall identify and designate primary contacts with the appropriate authority to execute actions under this Agreement. All primary contacts are listed in the attached **Primary Contact Addendum.**

    b. **Educational Programs Content and Faculty**: Throughout the entirety of this Agreement, College shall have full programmatic control as required by its accreditors. By signing the agreement Highlands attests that its Credentialing Specialist has reviewed College program content and faculty qualifications to ensure alignment between Highlands' requirements and College program including Participant receipt of a high school diploma prior to any externship placement required for successful completion of Medical Assisting program.

    c. **Program Promotion and Marketing**: Parties agree to collaborate in good faith and promote the program subject to the limitations identified in the **Marketing** section of this Agreement. Highlands will assist College in facilitating promotional events including, but not limited to, information sessions, workshops, seminars/speakers, webinars, lunch-and-learns. Parties also agree to collaborate on the creation of print and digital marketing materials.

    d. **Participant Eligibility**: Highlands shall identify and refer only prospective Participants that meet all College's minimum requirements for each program and must agree to:
        i. Ensure Participants sign attestations stating that eligibility for this program is conditional on the non-acceptance Title IV Federal Financial aid during their

enrollment; any application for such aid will immediately make a Participant ineligible for enrollment in College.

ii. Sign a FERPA release authorizing the release of confidential student information as described in section j. of this agreement.

iii. Provide to College a copy of each Participants high school diploma prior to any externship placement required for successful completion of Program.

e. **Admissions**: Parties agree not to discriminate in the selection or acceptance of any Participant pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or applicable legal residence requirements, within the limits imposed by law or corporation policy. College shall review the applications of prospective Participants and have sole authority to make admissions decisions in accordance with its standard admissions policies.

f. **General Participant Requirements**: Upon admission, Participants become College's students and are subject to all academic and conduct policies in the College catalog and student handbooks. Participants must adhere to attendance requirements and must remain in good academic standing to continue in their respective programs.

g. **Student Services**: College shall provide equitable student services including academic support, technical support, and career services to help maximize the opportunity for Participant success.

h. **Reasonable Accommodations**: Participants with disabilities may, with appropriate medical documentation, apply for reasonable accommodations with the College even if they already have accommodations or an Individualized Education Program (IEP) with Highlands. Each request shall be considered on a case by case as well as a class by class or clinical/externship location basis in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.

i. **Vaccination Requirements (External Clinical Sites if Applicable)**: Parties understand that Participants may need to attend externships or clinical rotations at healthcare facilities with specific vaccination requirements. Participants who do not meet all vaccination requirements may not be able to be placed at a clinical site and may be unable to complete program requirements. Clinical sites maintain the discretion to determine if they can reasonably accommodate Participants who request medical or religious accommodations against specific vaccinations and may deny requests to student guests that may be granted to their employees.

j. **Background Check Requirements**: College may conduct a criminal background check on Participants prior to clinical placement. Parties understand that ANY criminal background may result in a denial of placement by a clinical partner and may make a

Participant ineligible for licensure or for specific jobs at the discretion of the prospective employer even if such criminal records have been expunged, suspended, or resolved via other methods of deferred adjudication.

k. **Participant Privacy & Release Requirements**: Parties understand that College may only share limited information (e.g., name, address, telephone number) on its students under the Family Educational Rights and Privacy Act (FERPA) unless student authorizes College to share confidential academic data via a signed release. For this Agreement to function as intended and to freely share information on Participant progress, Highlands agrees that as a condition of eligibility and in exchange for the opportunity to participate in the programmatic offerings of this Agreement, Participants must authorize the release of their confidential student information to Highlands using a release that will be provided as part of the application process.

l. **Participant Progress Data**: To facilitate the management and operation of this Agreement College will share relevant student information with Highlands, including, but not limited to:
    i. Upon enrollment College will share Participant's:
        1. College ID number
        2. College e-mail address
    ii. College will share the following as needed:
        1. Disciplinary or code of conduct issues
        2. Academic progress
        3. Voluntary or involuntary withdrawals

m. **Externship and Clinical Placements**: College shall make all decisions regarding Participant assignments to externship and clinical sites or telehealth rotations.

n. **Orientation and Training of Participants and College Staff**: Parties will collaborate to develop an orientation, tracking and verification process for onboarding staff and Participants regarding externship safety and administrative policies.

o. **Payment of Tuition and Fees**: College shall send Highlands a roster of fully enrolled Participants at the start of each term with payment schedule identified in the **Program Information Addendum** below. The failure to pay according to the payment schedule may result in the withdrawal of active Participants, delay or cancellation of future Participant enrollment, and the termination of this Agreement.

p. **Participant Withdrawals:** If a Participant withdraws voluntarily or is withdrawn involuntarily based on College policy, Highlands will not be responsible for future monthly payments per the payment schedule in the **Program Information Addendum**.

q. **Proprietary Rights:** College shall retain all rights, title, and interest (including all copyright, patent, and other proprietary rights) in and to its academic materials.

College is the intellectual property holder and there is no license granted to Highlands for any academic content.

MARKETING AND PROMOTION

3. **Program Publicity:** Parties recognize that recruiting students for higher education programs is subject to significant regulatory and accreditation marketing restrictions whether made verbally or in writing. College will be responsible for direct student marketing and will provide dedicated expertise for the promotional strategy while working in collaboration with Highlands in good faith to execute the program's marketing strategy. Additionally, Parties agree to the following:

   a. **Guarantees:** No prospective Participant shall be guaranteed enrollment, ability to achieve licensure upon completion of a program, a specific salary or salary range, or specific employment in connection with the promotion of any academic offering.

   b. **Truthfulness and Accuracy:** All representations regarding the available programs, academic offerings, eligibility for licensure, salary potential, and future job prospects must be truthful and represent the experience of the typical student.

   c. **Collaboration on Marketing Collateral:** Parties agree that all promotional materials require the prior written approval of College prior to use including, but not limited to:
      i. Websites
      ii. Web pages
      iii. Digital ads (banners, pop-ups, flyers, etc.)
      iv. Social media posts
      v. Videos
      vi. Promotional e-mails
      vii. Newsletters
      viii. Blogs
      ix. Press releases
      x. Content marketing (Quora, Medium, etc.)
      xi. Flyers
      xii. Signage
      xiii. Direct mail
      xiv. Digital information boards
      xv. Events
      xvi. White Papers
      xvii. Grant Proposals
      xviii. Public Relations

   d. **Intellectual Property:** Neither Party shall use the other Party's trademarks or logos without the prior written consent of the other Party as to each such use. Any use of

the other Party's trademarks or logos shall be subject to the other party's written guidelines and instructions.

STANDARD TERMS AND CONDITIONS

4. **Term:** This Agreement has an initial term of two (2) years from the Effective Date and automatically renews for subsequent two (2) year terms unless terminated by either Party upon written notice of at least ninety (90) days.

5. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, and such breach remains uncured for a period of thirty (30) following receipt of written notice of such breach. For the purposes of this clause, a material breach shall include, but not be limited to, any breach of the confidentiality provisions of this Agreement, failure to make any payment when due, or failure to perform any material obligation under this Agreement. Upon termination of this Agreement for cause, the non-breaching party shall be entitled to any remedies available at law or in equity, including but not limited to damages for any losses incurred as a result of the breach. Termination of this Agreement for cause shall not relieve the breaching party of any liability or obligation incurred prior to the effective date of termination.

   In the event this Agreement is terminated early, Parties agree to collaborate with each other and any relevant regulatory or accreditation body on a teach-out to minimize the impact of enrolled Participants. Teach-out may include completion of the term on campus, a nearby location, the online modality, or a hybrid model. Students that have not yet started the program will be considered canceled and no payment or teaching shall occur.

6. **Regulatory or Accreditation Termination:** The Agreement may be terminated upon written notice by College with no penalty or cost for any of the following:
   a. If an accreditor or a regulatory body determines that the program should cease operation.
   b. Agreement is prohibited by law or regulation.

   If terminated for any of the above reasons, Parties will collaborate and work with the appropriate accreditation or regulatory bodies to determine if teach-out options or term completion options exist for Participants to minimize impact on educational progression.

7. **Obligations Upon Termination**: Upon termination of this Agreement, either Party shall, at the request of the other Party, return any document, material, database, equipment, or software containing confidential information to the other party. If, for any reason, such document, material, database, equipment, or software cannot be returned, either party shall destroy all the confidential information belonging to the other party and delete such confidential information from any memory devices. Unless required by law, neither Party shall

be permitted to continue using the confidential information in any way after the termination of this Agreement.

8. **Force Majeure:** In the event Parties are unable to support or continue the programs listed in this Agreement due to causes beyond their control, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond either Party's reasonable control, the Parties agree to work together to create a reasonable alternative or pause the program until conditions permit resumption.

9. **Relationship of Parties:** The relationship established under this Agreement shall be that of contractors and neither party shall be, nor hold itself out to the public as being, an employee, or agent of the other. Neither party shall have authority to contract for or bind the other in any manner.

10. **Mutual Indemnity:** The Parties agree to indemnify and hold each other harmless from any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with the performance of this Agreement, except for claims arising out of the gross negligence or willful misconduct of the indemnified Party. Each Party shall promptly notify the other Party of any claim or demand that it becomes aware of that may give rise to indemnification hereunder. The Parties agree to cooperate with each other in the defense of any such claim or demand. This mutual indemnification obligation shall survive the termination or expiration of this Agreement.

11. **Assignment:** Neither Party shall assign its rights or delegate its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided that either Party may assign this Agreement in the event that any third-Party merges with such Party or acquires all or substantially all of such Party's assets used in connection with this Agreement.

12. **Waiver:** The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion will not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and agreed upon by both Parties.

13. **Severability:** If any part of this Agreement is found invalid or unenforceable, that part will be amended by the Parties to achieve as nearly as possible the same effect as the original provision and the remainder of this Agreement will remain in full force and effect.

14. **Modification of Agreement**: No addition or modification of this Agreement will be effective or binding on either Party unless reduced to writing and executed by the authorized representatives of each of the Parties.

15. **Notice**: Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email to the Legal Contacts listed in **Addendum 1: Primary Contacts**.

16. **Governing Law**: This Agreement shall be governed and construed by the laws of the State of California without regard to any choice of law provisions.

17. **Dispute Resolution**: Any dispute, controversy, or claim arising out of or relating to this Agreement or its breach, including any question regarding its existence, validity, or termination, shall be finally resolved by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted before one (1) arbitrator, who shall be selected by mutual agreement of the Parties or, failing such agreement, by JAMS in accordance with its rules. The place of arbitration shall be Orange County, California. Each Party shall be responsible for its own costs and expenses, including legal fees, incurred in connection with the arbitration. The arbitrator shall have no authority to award punitive or exemplary damages. The Parties agree to keep the arbitration proceedings and award confidential, except as may be necessary to enforce the award or as required by law. This arbitration clause shall survive the termination or expiration of this Agreement.

18. **Prior Agreements and Complete Agreement**: This Agreement contains the final, complete, and exclusive statement of the agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations, and discussions between the parties, whether oral or written. All Addendums referred to in this Agreement and attached hereto shall be deemed and construed as part of this Agreement and for all purposes all such Addendums are hereby specifically incorporated herein by reference.

19. **Proper Authority**: Each party expressly acknowledges that it is authorized to enter into this agreement, and to bind such party, and such party's permitted successors and assigns, in the terms of this agreement. Each party expressly acknowledges that all corporate or other business enterprise formalities and consents have been obtained. Each party further acknowledges that this agreement does not conflict with or constitute a violation of any other agreement whether oral or written.

20. **Execution**: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature or other electronic means, and such signatures or means shall be deemed original signatures for all purposes. The Parties agree that the electronic signatures or means used to execute this Agreement shall have the same legal force and effect as handwritten signatures or original

documents. The Parties acknowledge and agree that the use of electronic signatures or means is a convenient means of executing this Agreement and that it does not diminish the legal validity or enforceability of this Agreement.

By their signature below, each of the following parties represent that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

For Highlands		For College	
Signature	[signature]	Signature	
Name	Murdock Smith	Name	
Title	Ex Dir	Title	
Date	7/24/23	Date	

Addendum 1: Primary Contacts

Executive Sponsor			
College		Highlands	
Name	Caitlin Masterson	Name	
Title	VP of Workforce Development	Title	
Address	1401 Dove Street, #340	Address	
City, State	Newport Beach	City, State	
Phone	(949)259-2234	Phone	
e-mail	cmasterson@gmail.com	e-mail	

Relationship Manager			
College		Highlands	
Name	Dawn Knapp	Name	
Title	Sr. Partnership Success Mgr	Title	
Address	1401 Dove Street, #340	Address	
City, State	Newport Beach	City, State	
Phone	(949)269-2628	Phone	
e-mail	dknapp@unitek.com	e-mail	

Billing Contact			
College		Highlands	
Name	Sonia Manzo	Name	
Title	Director of Fiscal Operations	Title	
Address	1401 Dove Street, #340	Address	
City, State	Newport Beach	City, State	
Phone	(949)236-4149	Phone	
e-mail	smanzo@unitek.com	e-mail	

Legal Contact			
College		Highlands	
Name	Phillip Quintana	Name	
Title	General Counsel	Title	
Address	1401 Dove Street, #340	Address	
City, State	Newport Beach	City, State	
Phone	(480)678-1605	Phone	
e-mail	pquintana@unitek.com	e-mail	

ADDENDUM 2: PROGRAM INFORMATION

Program	Duration	Highlands Tuition	Fees/Books/Equipment	Total per Participant
Medical Assisting	9-10 months	$12,298	$1,036	$13,344.50

I. MEDICAL ASSISTING PROGRAM

1. Delivery Model: Hybrid, Blended Learning Model
2. Locations: Campus, remote, and externship sites
3. Projected Annual enrollment: 60
4. Program includes 600 hours of classroom education and 160 externship hours for successful completion. College must receive a verified copy of each Participants high school diploma prior to any externship placement as required by the Accrediting Commission of Careers Schools and Colleges (ACCSC).
5. Applicable Student Catalog: https://www.unitekcollege.edu/catalog/california-catalog/

II. Tuition and Fees (books, equipment, etc.)

1. At least seven (7) days prior to the start of each term, Highlands will purchase all required textbooks and equipment required by the program for each enrolled Participant. College will not sell books or equipment directly to any Participant.
2. College shall bill Highlands on the last day of each month based on the number of Participants enrolled at any time in the prior month with payment due within seven (7) days of receipt. Payments shall be allocated as follows:

Date	Payment Schedule
Month 1	12% of Highlands tuition
Month 2	11% of Highlands tuition
Month 3	11% of Highlands tuition
Month 4	11% of Highlands tuition
Month 5	11% of Highlands tuition
Month 6	11% of Highlands tuition
Month 7	11% of Highlands tuition
Month 8	11% of Highlands tuition
Month 9	11% of Highlands tuition

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

February 28, 2025

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Site Discrepancies

Dear Ms. Warta,

On January 22, 2025, HCCTS received a letter of concern from TRUSD regarding site discrepancies.

On February 27, 2025, I presented the site list comparison document at the quarterly meeting with you and Ryan DiGiulio at TRUSD. This document includes student-occupied sites, physical addresses of HCCTS locations, the specific programs available at each site, lease agreement dates, and other relevant details.

We acknowledge the site errors in our previous MOUs and we have addressed all of them in the attached correspondence below.

If you have any additional concerns, please do not hesitate to contact me.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

#	MOU - Jan. 23, 2024				Nov. 7, 2024				ENROLLMENT - 1/23/24	
	STUDENT OCCUPIED SITES	PHYSICAL ADDRESS	HCCS	CICA	CURRENT	SITE NAME	NOTES	LEASE, MOU or AGREEEMENT DATES	HCCS	CICA
1	12th Street	701 12th Street, Suite 203, Sacramento, CA 95814	X		CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	03.01.23 - 06.28.24		
2	24th (St. Anne's)	7720 24th Street, Sacramento, CA 95832	X	**X**	HCCS ONLY	24th Ave.		11.13.18 - 06.30.28		**NONE**
3	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	X		HCCS ONLY	65th St.		6.01.19 - 06.30.25		
4	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (Warehouse & Video Production)	**X**		ADMIN	Boxwood St.		12.01.22 - 02.29.28	**NONE**	
5	ARI Elder Creek (ARI South)	6270 Elder Creek Road, Sacramento, CA 95824	X		CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.23 - 06.28.24		
6	ARI Sunrise (ARI North)	5750 Sunrise Blvd, #100, Citrus Heights, CA 95610	X		CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.23 - 06.28.24		
7	Asher	1215 Howe Avenue, #101, Sacramento, CA 95825	X	X	EXTERNAL CTE HCCTS	Asher		08.22.2016 - Present		
8	Auburn	4441 Auburn Blvd, Suite H & M Sacramento, CA 95841	X	X	HCCTS	Auburn Blvd.	COMBINED INTO ONE ADDRESS	03.01.23 - 04.30.26		
9	Auburn	4441 Auburn Blvd, Suite J, Sacramento, CA 95841	X	X	HCCTS	Auburn Blvd.				
10	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	**X**	**X**	**CLOSED**	N/A	HCCTS Board approved closure of site on November 7, 2024.	07.01.23 - 06.30.24	**NONE**	**NONE**
11	Capitol Mall	555 Capitol Mall, #735, Sacramento, CA 95814 (Classroom & Administrative Space)	X		HCCS	Capitol Mall	COMBINED INTO ONE ADDRESS	01.01.21 - 09.30.27		
12	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	X		HCCS ONLY	Center Pkwy.		7.01.23 - 06.30.25		
13	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	X		HCCS ONLY	College Oak Dr.	CORRECT ADDRESS: **4541** COLLEGE OAK - MATCHES LEASE	7.01.23 - 06.30.25		
14	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	X	X	HCCTS	Las Palmas Ave.		07.01.22 - 06.30.23; Currently month-to-month		
15	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	**X**		CICA ONLY	Marysville Blvd.		7.01.23 - 06.30.25	**NONE**	**13**
16	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	X		HCCS ONLY	Edison Ave.		07.01.21 - 08.30.24; Currently month-to-month		
17	Fair Oaks	2300 Fair Oaks Blvd., Suites C, C-2, D, Sacramento, CA 95825 (Wellness Center)	X	X	INTERNAL CTE HCCTS	Fair Oaks Blvd.	COMBINED INTO ONE ADDRESS	09.01.20 - 08.31.26		
18	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	**X**	X	CICA ONLY	Florin Rd.		03.01.22 - 02.28.24; Currently month-to-month	**NONE**	
19	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	X		HCCTS	Folsom Blvd.	COMBINED INTO ONE ADDRESS (10013 & 10017)	07.01.19 - 08.30.23, Currently month-to-month for 10017 Folsom; 01.01.25 - 6.30.2031 for 10013 Folsom		
20	Folsom 2	9555 Folsom Blvd, Suites E, F, H Sacramento, CA 95827	X		CLOSED	N/A	On November 14, 2024, HCCTS sent a letter to TRUSD regarding the sites transfer.	07.01.22 - 11.30.24		
21	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	X	X	EXTERNAL CTE HCCTS	Westminster Ave.	ALSO ADVANCED BEAUTY COLLEGE	09.01.22 - 06.30.2024; Currently month-to-month		
22	Garden Grove 2	14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	X		HCCS ONLY	Euclid St.		10.09.23 - 02.28.25		
23	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	X	X	HCCTS	Grand Ave.	CTE SITE	07.01.23 - 06.30.27		
24	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	X		HCCS ONLY	Hemlock St.		7.01.23 - 06.30.25		
25	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	X		HCCS ONLY	Foothill Farm		10.01.23 - 09.30.25		
26	Hillsdale	5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	X		HCCS ONLY	Hillsdale Blvd.	COMBINED INTO ONE ADDRESS.	08.03.22 - 09.30.27		
27	Hillsdale	5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	X	**X**	HCCS ONLY	Hillsdale Blvd.		08.03.22 - 09.30.27		**NONE**
28	Howe Avenue	1111 Howe Avenue, #655, Sacramento, CA 95825	X		HCCS & CICA	Howe Ave.		08.01.17 - 03.31.27		**715**
29	Hurley	3205 Hurley Way, Sacramento, CA 95864	X	**X**	HCCS ONLY	Hurley Way		07.16.21 - 07.15.24; Currently month-to-month		**NONE**
30	Industrial Pkwy.	8180 Industrial Pkwy, Sacramento, CA 95824	X	X	INTERNAL CTE HCCTS	Industrial Pkwy.	CTE SITE	07.01.18 - 09.30.28		
31	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827		X	CICA ONLY	Jackson Rd.		07.01.19 - Ongoing In effect unless terminated		
32	Lao Family - Oakland	2325 East 12th St, Oakland, CA 94601	X	X	CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.22 - 04.30.24		
33	Lao Family - Oakland 2	8480 Edes Avenue, Oakland, CA 94621		X	CLOSED	N/A	Email sent to TRUSD on June 5, 2024 regarding the closure of this site.	07.01.22 - 04.30.24		
34	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	X		HCCS ONLY	Larkspur Ln.		02.01.20 - 02.28.22; Currently month-to-month		
35	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	X		HCCS ONLY	Fulton Ave.	COMBINED INTO ONE ADDRESS	07.01.23 - 06.30.26		
36	Maple	3301 37th Avenue, Sacramento, CA 95824	X		HCCS ONLY	37th Ave.		Month-to-month		
37	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	X	X	HCCTS	Franklin Blvd.		08.15.16 - 06.30.28		
38	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	X	X	HCCTS	Marconi Ave.		05.01.23 - 04.30.28		
39	Marysville	715 C Street, Marysville, CA 95901	X	X	HCCTS	C St.		07.01.19 - 06.30.28		
40	Marysville 2	1431 C St, Marysville, CA 95901	X		CLOSED	N/A	Email sent to TRUSD on January 14, 2025 regarding the closure of this site.	05.01.23 - 11.30.24		
41	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	X		HCCS ONLY	Palm St.		04.01.18 - 06.30.24; Currently month-to-month		
42	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	X		HCCS ONLY	Luce Ave.		11.01.21 - 06.30.24; Currently month-to-month		
43	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	X		HCCS ONLY	Bruceville Rd.	COMBINED INTO ONE ADDRESS	01.01.22 - 09.30.25		
44	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	X	**X**	HCCS ONLY	Bruceville Rd.		09.01.22 - 12.31.25		**NONE**
45	Norwood	431 Hayes Avenue, Sacramento, CA 95838	X		HCCS & CICA	Hayes Ave.	Scott Leaman visited the site as part of the TRUSD oversight for CICA.	7.01.23 - 06.30.25		**9**
46	O Street	1326 O Street, Sacramento, CA 95814	**X**	X	CICA ONLY	O St.		08.15.23 - 08.15.33	**NONE**	
47	Oak Park	2520 33rd St, Sacramento, CA 95817	X		HCCTS	33rd St.	CTE SITE	07.01.21 - 06.30.28		**267**
48	Old Auburn	7817 Old Auburn Road, Citrus Heights, CA 95610	X		HCCTS	Old Auburn Road	While the lease started in January 2024, instruction began in April 2024	01.01.24 - 12.31.28		**48**
49	Oxnard	328 West Third Street, Oxnard, CA 93030	X		HCCS ONLY	West Third St.		12.01.22 - 11.30.25		
50	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	X		HCCS ONLY	South A St.		01.01.24 - 12.31.26		
51	Rosemont (Saint John's)	8401 Jackson Rd, Sacramento, CA 95826	**X**	X	CICA ONLY	Rosemont	WOMEN'S SHELTER	07.01.23 - 06.30.24; Currently month-to-month	**NONE**	
52	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	X		HCCS ONLY	Rumrill Blvd.		07.01.22 - 06.30.27		
53	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	**X**		CICA ONLY	Seavey Circle	Scott Leaman visited the site as part of the TRUSD oversight for CICA.	10.24.17 - Present	**NONE**	**89**
54	S. Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	X		CLOSED	N/A	On June 17, 2024, TRUSD sent HCCTS a letter of concern regarding the South Lake Tahoe lease because HCCTS had a lease agreement but no teacher and no students enrolled. HCCTS sent TRUSD a letter on July 23, 2024, related to the South Lake Tahoe location.	12.01.23 - 11.30.24		
55	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	X		HCCS ONLY	S St.		07.01.17 - 06.30.28		
56	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	X	X	HCCTS	Todhunter Ave.		07.01.17 - 06.30.28		
57	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	X		HCCS ONLY	Clark Ave.		09.01.21 - 09.30.24		
	Peacekeeper Way	3237 Peacekeeper Way, McClellan, CA 95652	X		HCCS ONLY	Peacekeeper Way	On June 5, 2024 an email was sent to Sharilyn Warta regarding Peacekeeper	11.22.24 - 2.22.28		
	Federico	1515 Sports Drive., Sacramento, CA 95834	X	X	EXTERNAL CTE HCCTS	Federico	NOT LISTED	01.13.23 - 06.30.25		
	Mixed	5950 Florin Rd., Sacramento, CA 95823	X	X	EXTERNAL CTE HCCTS	Mixed	NOT LISTED	06.22.22 - Present		
	Unitek	4330 Watt Ave., Sacramento, CA	X	X	EXTERNAL CTE HCCTS	Unitek	NOT LISTED	7.24.23 - Present		

Yellow means incorrect info submitted by HCCTS

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 21, 2025

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Peacekeeper Site Updates

Dear Ms. Warta,

On February 27, 2025, I met with you and the following attendees during the TRUSD/ HCCTS quarterly meeting:

- Sharilyn Warta, Project Manager
- Ryan DiGiulio, Chief Business Official
- Mayra Valdivia, Deputy Director
- Melissa Roberson, Director of Accountability

During this meeting, we discussed the situation at HCCS regarding our locations at McClellan Park and our move to Peacekeeper. I explained that the relocation from the McClellan 1 and McClellan 2 locations was necessary due to the expiration of our lease agreements, as Cal Fire was set to take over the previous space. MP Holdings LLC, the lessor, informed HCCTS of another available facility at 3237 Peacekeeper Way, Suite 202 McClellan Park, CA 95652, that we could utilize to accommodate our staff and students.

HCCTS requests TRUSD to approve the following:

- The temporary relocation of students from McClellan 1 & 2 to a new location located at 3237 Peacekeeper Way, Suite 204a McClellan Park, CA 95652
- The permanent relocation of students from McClellan 1 & 2 to 3237 Peacekeeper Way, Suite 202 McClellan Park, CA 95652

HCCTS requests TRUSD to determine if these relocations constitute a material revision to the charter. If so, HCCTS will work in collaboration with YM&C to draft the material revisions and send them to you for your consideration.

Attached below are the 30-day notices regarding McClellan 1 and McClellan 2 and the floor plan of the temporary space at the Peacekeeper site.

If you have any additional concerns, please do not hesitate to contact me.

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

NOTICE OF TERMINATION OF TENANCY

TO: Rich Henning
133 Grand Ave.
Sacramento, CA 95838

AND ALL OTHER PERSONS OR ENTITIES IN POSSESSION

NOTICE IS HEREBY GIVEN that your tenancy on the premises located at 3202 Palm Ave. Bldg. 826, Sacramento, California 95652is terminated at the end of the thirty (30) day period following service of this Notice on you, or April 18, 2025, (date at least 30 days after notice is served), whichever is later. You must vacate the premises on or before that date or you will be guilty of unlawful detention of the premises.

This Notice is given pursuant to the provisions of section 1946 of the California Civil Code.

If you fail to deliver up possession of the premises within the 30-day period, legal proceedings will commence against you to recover possession and to recover a judgment for treble damages for each day you hold possession beyond the 30-day period.

Rent in the amount of $1,824.00 is due and payable for the period April 1, 2025, through April 18, 2025.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Dated: March 17, 2025

Wanda Thompson

Vice President of Property Management

By: Wanda Thompson
Wanda Thompson

3140 Peacekeeper
McClellan, California 95652
(916) 965-7100

cc: FEDERAL EXPRESS OVERNIGHT DELIVERY AND FIRST CLASS MAIL

McCLELLAN
PARK

March 17, 2025

Highlands Community Charter School
Attn.: Rich Henning, Director of School Services
1333 Grand Ave.
Sacramento CA 95838

Delivered Via Certified Mail and Email: rich.henning@hccts.org

RE: 30 Day Termination Notice
Building 242, 5411 Luce Ave., McClellan CA

Dear Mr. Henning:

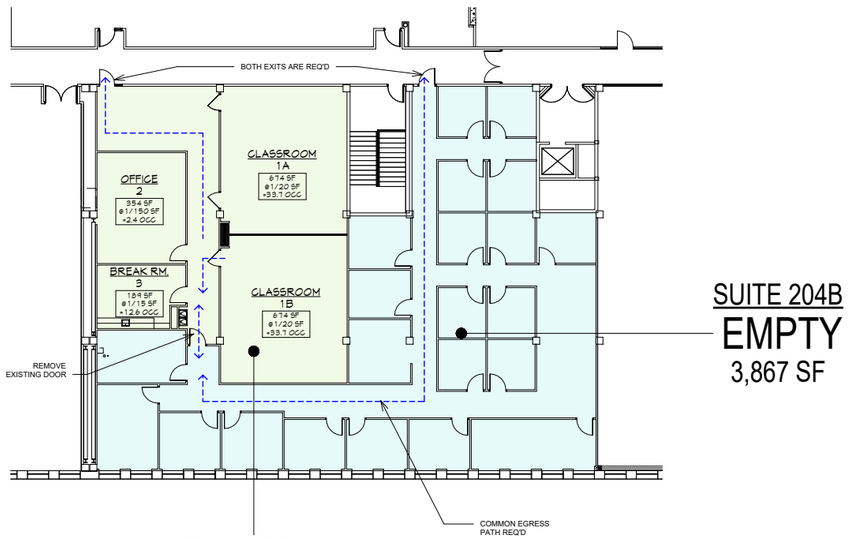
In accordance with the lease agreement for the above referenced location, please accept this letter as Landlords 30 Day Notice to Terminate per Section 25. Please ensure the building area is fully vacated by April 16, 2025.

You are a valued tenant in the Park and we look forward to future discussions.

Best,

Jennifer Lewis
Vice President Leasing & Property Management

3140 Peacekeeper Way | McClellan, California 95652
Main: (916) 965.7100 Cell: (916) 873.3005
jlewis@mcclellanpark.com
www.McClellanPark.com



BUILDING 200 - SECOND FLOOR, SUITE 204

NORTH

SCALE: 1/16" = 1'-0" AT 11 x17

FEBRUARY 14, 2025

calpo hom & dong
ARCHITECTS
2120 20TH STREET, SUITE ONE
SACRAMENTO, CALIFORNIA 95818
TELE. 916.446.7741 FAX 916.446.0457

NOTE: AREAS ARE BASED ON ARCHITECT'S GRAPHICAL ESTIMATE. SPACES HAVE NOT BEEN FIELD VERIFIED.

TwinRivers
UNIFIED SCHOOL DISTRICT

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Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

April 23, 2025

Via Email

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

RE: Notice of Concern/Request for Information - Site Location Discrepancies
TRUSD Reply to HCCTS' 02/27/25 Response

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS' compliance with the approved HCCS and CICA Charters, the Memorandum of Understanding between the District and HCCTS regarding each Charter School's operations and oversight, and laws applicable to charter schools.

On October 3, 2024 the District sent a Notice of Concern/Request for Information regarding the October 3, 2024, HCCTS Board meeting a presentation entitled "2024-25 HCCTS Locations Approval". HCCTS responded to the District Notice on November 14, 2024. On January 22, 2025 the District replied to HCCTS' November 14 response.

HCCTS responded to the District's Reply during a meeting with the District on February 27, 2025, followed by email communication on that same date. Outlined below are the District's findings and additional actions required based on our analysis of HCCTS' past communications regarding this matter.

MOU Amendment No. 3 Discrepancies (Students Not Present Sites)

- HCCTS states that MOU Amendment No. 3 executed on January 11, 2024 ("MOU Amendment No. 3"), has incorrect information due to inadvertent data entry errors made by HCCTS staff at the time the amendment was drafted. Specifically, HCCTS represents that the following sites are non-student sites and that MOU Amendment No. 3 does not accurately reflect which charter schools operate at each site.

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

Address	HCCTS Response
24th St. (Previously 24th (St. Anne's)), 7720 24th Street, Sacramento, CA 95832	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*
Hurley Way (Previously Hurley), 3205 Hurley Way, Sacramento, CA 95864	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*
Rosemont (Saint John's), 8401 Jackson Road, Sacramento, CA 95826	*HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.*
Florin Rd, 3801 Florin Road, Suite 107, Sacramento, CA 95823	*HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.*
Hillsdale Blvd. (Previously Hillsdale), 5655 Hillsdale Blvd, Sacramento, CA 95842	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*
O Street, 1326 O Street, Sacramento CA 95814	*HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.*
Bruceville Rd. (Previously North Laguna 2), 8211 Bruceville Rd, #115 and #125 Sacramento, CA 95823	*HCCTS represents that they made a data entry error and that location should have been identified as a HCCS only site since no CICA students utilize this site.*

District Findings:

- The District does not dispute the possibility that mistakes were been made by HCCTS when submitting the site/location lists for CICA and HCCS.
- The District finds that HCCTS neglected to communicate the errors that were made until these discrepancies were identified by the District through multiple communications.
- Since the errors made regarding the seven (7) above-listed sites pertain to locations where students are not present, the District has determined that it is not necessary for HCCTS to submit a Material Revision request to address these changes. However, the District has determined that an amendment to MOU Amendment No. 3 will be needed to address these discrepancies.

Action Required:

- HCCTS needs to cooperate with the District in the amendment process and ensure that all sites/locations are accurate.

Address Correction

- HCCTS communicated that the College Oak (SALAM) street number of 4545 College Oak Drive is incorrect in the MOU Amendment NO 3 and explained that the lease lists 4541 College Oak Drive.

District Findings:

- The District does not dispute the possibility that mistakes were been made by HCCTS when submitting the site/location lists for CICA and HCCS.
- The District finds that HCCTS neglected to communicate the errors that were made until these discrepancies were identified by the District through multiple communications.
- The District has determined that an amendment to MOU Amendment No. 3 will be needed to address this error.

Action Required:

- HCCTS needs to cooperate with the District in the amendment process and ensure that all sites/locations and addresses are accurate.

Closed Locations

- HCCTS has communicated that the following either (8) locations have been closed:

1. 12th Street, 701 12th Street, Suite 203, Sacramento CA 95814
2. ARI Elder Creek (ARI South) 6270 Elder Creek Road, Sacramento, CA 95824
3. ARI Sunrise (ARI North), 5750 Sunrise Blvd., #100 Citrus Heights, CA 95610
4. Bowling ,7171 Bowling Dr., #1120, Sacramento CA 95823
5. Lao Family – Oakland 2, 8480 Edes Ave., Oakland, CA 94621
6. Lao Family – Oakland, 2325 East 12th St., Oakland, CA 94601
7. Marysville 2, 1431 C St., Marysville, CA 95901
8. S. Lake Tahoe, 1041 Lyon Ave, South Lake Tahoe, CA 96150

District Findings:

- The above-listed locations were included in MOU Amendment No. 3 for CICA and/or HCCS and have been closed as outlined in past correspondence from HCCTS.

- No further action is required for the above-mentioned eight (8) locations.

MOU Amendment No. 3 Discrepancies (Students Present Sites)

- HCCTS states that MOU Amendment No. 3 has incorrect information due to inadvertent data entry errors made by HCCTS staff at the time the amendment was drafted. Specifically, HCCTS represents that the following sites are student sites, but the MOU Amendment No. 3 does not accurately reflect which charter schools operate at each site.

Address	HCCTS Response

33rd St. (Previously Oak Park), 2520 33rd St, Sacramento, CA 95817	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Hayes Ave. (Previously Norwood), 431 Hayes Avenue, Sacramento, CA 95838	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Howe Ave., 1111 Howe Avenue, Sacramento, CA 95825	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Old Auburn Rd. (Previously Old Auburn), 7817 Old Auburn Road, Citrus Heights, CA 95610	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Fair Oaks Blvd. (23X Studio and Wellness Center) (Previously Fair Oaks), 2310 Fair Oaks Blvd, Sacramento, CA 95825	This address is listed as an "Internal CTE Site", which HCCTS has indicated may be used by both CICA and HCCS students. This location is approved for HCCS students only.
Folsom Blvd., 10017 Folsom Blvd, Sacramento, CA 95827	HCCTS represents that they made a data entry error and that this location should also reflect students present for CICA, not just HCCS.
Marysville Blvd., (Previously Del Paso 2), 3730 Marysville Blvd., Sacramento CA 95838	HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.
SHRA – Marina Vista, 30 Seavey Circle, Sacramento, CA 95818	HCCTS represents that they made a data entry error and that location should have been identified as a CICA only site since no HCCS students utilize this site.

District Findings:

- The District does not dispute the possibility that mistakes were been made by HCCTS when submitting the site/location lists for CICA and HCCS.
- The District finds that HCCTS neglected to communicate the errors that were made until these discrepancies were identified by the District through multiple communications.
- Since the errors made regarding the eight (8) above-listed sites pertain to locations where students are present, the District requires evidence that the facilities were secured for the programs prior to January 2024.

Action Required:

- For the CICA sites excluded from MOU Amendment No. 3 where HCCTS represents students are present, provide fully executed copies of the lease agreement which lists CICA or HCCTS as the lessee. The District will review the documentation to see if the lease pre-dates the January 2024 MOU Amendment No. 3. Please note that lease agreements listing HCCS as the lessee for CICA sites will not be acceptable as that excludes CICA.

Non-Student Sites/Location Discrepancies

- HCCTS represents that the following sites are non-student sites and are utilized for both HCCS and CICA.
    - **9th Ave.** (Previously San Diego) 406 9th Avenue, Suite 310, San Diego, CA 92101
    - **American River Dr.** (Previously American River) 3600 American River Dr., # 280, Sacramento, CA 95864
    - **Arden Way** (Warehouse/Receiving) (Previously Arden) 901 Arden Way, Sacramento, CA 95815
    - **Boxwood St. (23X Studio) (Previously Arden 2)** 2260 Boxwood Street, Sacramento, CA 95815
    - **Capitol Mall,** 555 Capitol Mall, # 1275,725, 735, 550 Sacramento, CA 95814
    - **Edison Ave.,** 2300 Edison Ave., Sacramento CA 95821

District Findings:

- The District finds that the six (6) above- listed locations were not included in the MOU Amendment No. 3 for both CICA and HCCS.
- While the addition of a non-student site does not necessarily require a Material Revision of the HCCS or CICS Charter(s), MOU Amendment No. 3 clearly states "*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s)...*" This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"
- The District finds that HCCTS did not comply with this MOU Amendment No. 3 requirement.

Action Required:

- To prevent further corrective actions, the District requires that HCCTS submit a written request for approval of the above-listed non-student site changes, including relevant background information regarding the changes, lease agreements, budgetary documentation, and a description of the operations established at the locations. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.

External CTE Programs: No Facility Use

- HCCTS represents that the following locations are "External CTE sites" where HCCTS partners with outside organizations at the partner's locations to provide CTE programs for HCCS and CICA students. These External CTE locations/partners include:
    - **Federico Beauty Institute** - 1515 Sports Drive, Sacramento 95834
    - **Mixed Institute of Cosmetology & Barber** - 5950 Florin Rd., Sacramento, CA 95823
    - **Unitek College** - 4330 Watt Ave., Sacramento, CA 95660

District Findings:

- **Federico Beauty Institute**
  - The MOU is between HCCTS and the Federico Beauty Institute.
  - The MOU has no mention of any facility use. It states that the purpose of the MOU is to document the arrangement and agreement between parties regarding ***educational services*** provided to HIGHLANDS' students by FEDERIC…
  - The MOU is missing the date of Murdock Smith's signature.

- **Mixed Institute of Cosmetology & Barber**
  - The MOU is between HCCTS and the MIXED Institute.
  - The MOU has no mention of any facility use. It states that the parties desire to enter into the MOU to document the arrangement between the parties regarding "educational services provided to Highlands' students…"

- **Unitek College**
  - The MOU is between HCCS and Unitek, which excludes CICA.
  - The MOU says it is effective as of the dates of the last signature, but HCCTS did not provide the District with a fully executive copy of the MOU as it is missing one of the dates for a signatory.
  - The MOU does not mention any facility use which the District takes this to mean it is an arrangement for educational services only.

Action Required:

- **Federico Beauty Institute**
  - HCCTS should remove this as a site and transfer the enrollment of students from this location to the appropriate, approved location corresponding with each student's teacher of record.
  - HCCTS should provide the District with a response outlining which location(s) student enrollments were transferred to and evidence that this transfer corresponds with each student's teacher of record.
  - HCCTS should provide a copy of the fully executed MOU, which includes the date with Mr. Smith's signature.

- **Mixed Institute of Cosmetology & Barber**
  - HCCTS should remove this as a site and transfer the enrollment of students from this location to the appropriate, approved location corresponding with each student's teacher of record.
  - HCCTS should provide the District with a response outlining which location(s) student enrollments were transferred to and evidence that this transfer corresponds with each student's teacher of record.

- **Unitek College**
  - HCCTS should remove this as a site and transfer the enrollment of students from this location to the appropriate, approved location corresponding with each student's teacher of record.

- HCCTS should provide the District with a response outlining which location(s) student enrollments were transferred to and evidence that this transfer corresponds with each student's teacher of record.
- The MOU should be updated to include CICA students as the current agreement is with HCCS, excluding CICA.
- Provide the District with a fully executive copy of the MOU.

External CTE Programs: Facility Use Agreement

- HCCTS represents that the following locations are "External CTE sites" where HCCTS partners with outside organizations at the partner's locations to provide CTE programs for HCCS and CICA students. These External CTE locations/partners include:
  - **Asher College** - 1215 Howe Ave., # 101, Sacramento, CA 95834
  - **Advance Beauty College** - 10121 Westminster Ave., Garden Grove, CA 92843

District Findings:

- **Asher College**
  - The MOU is between Highlands Community Charter School and the Landlord. This excludes operations for CICA at the location.
  - The District has reviewed the Enrollment Reports for CICA for the 2024-25 school year and found evidence that CICA students are enrolled at the 1215 Howe Avenue location.
  - MOU Amendment No. 3 clearly states "*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s)...*" This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"
  - The District finds that HCCTS did not comply with the terms of MOU Amendment No. 3.

- **Advance Beauty College**
  - The MOU is between Highlands Community Charter School and the Landlord. This excludes operations for CICA at the location.
  - The District has reviewed the Enrollment Reports for CICA for the 2024-25 school year and noted that there are currently no CICA students enrolled at the "Westminster" location. Therefore, CICA has not violated the terms of the MOU Amendment No. 3 for this location.
  - The District finds that this location does not fit the description provided by HCCTS for "External CTE" programs. The MOU states that use of the property is for *"...sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs"*. The District interprets this to mean that HCCTS is providing instruction at the location and that it is therefore not an "External" program.

Action Required:

- **Asher College**
  - To prevent further corrective actions, the District requires that HCCTS submit a written request, including relevant background information regarding the changes, lease agreements, budgetary documentation, and a description of the operations established at the locations. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.
  - HCCTS should remove this location as a "External CTE" program for two reasons:
    - HCCTS states that External CTE programs are available to both CICA and HCCS students. This location is not approved for CICA.
    - The MOU states that the Charter school has agreed to a "joint-use" agreement which indicates that HCCTS is providing instruction at the location and therefore excludes the location as an "External" program.

- **Advance Beauty College**
  - If HCCTS desires to add this as a location for CICA, HCCTS must follow the terms of the MOU and submit *a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s)...*" This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"
  - HCCTS should remove this location as a "External CTE" program for two reasons:
    - HCCTS states that External CTE programs are available to both CICA and HCCS students. This location is not approved for CICA.
    - HCCTS is providing instruction at the location and therefore excludes the location as an "External" program.

Combined Folsom Locations

- HCCTS represents that they added a location at 10013 Folsom Blvd, Sacramento CA and "combined" this new facility with the existing facility at 10017 Folsom Blvd., Sacramento CA when the Folsom 2 location at 9555 Folsom Blvd, Sacramento, CA 95827 was closed.
- HCCTS enrollment reports show that students are present at this site used for both HCCS' and CICA's education program operations.

District Findings:

- The District finds that this change in location was no approved prior to establishment of operations.
- While the expansion to a building on the same lot as an existing, approved site does not necessarily require a Material Revision, MOU Amendment No. 3 clearly states: "*If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information*

regarding the proposed change(s)..." This is necessary for the District to determine "*whether the proposed change(s) constitutes a material revision requiring District Board approval.*"

- The District finds that HCCTS did not comply with the terms of MOU Amendment No. 3.

Action Required:

- To prevent further corrective actions, the District requires that HCCTS submit a written request for approval of the above-listed change, including relevant background information regarding the change, lease agreements, budgetary documentation, and a description of the operations established at the location(s). Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.

Combined Locations at Same Address

- HCCTS indicated that they are combining the two Auburn locations at 4441 Auburn Blvd., Sacramento CA into a single location.
- HCCTS indicated that they are combining the locations at 555 Capitol Mall, Sacramento, CA into a single location.
- HCCTS indicated that they are combining the locations at 8211 Bruceville Road, Sacramento, CA into a single location.
- HCCTS indicated that they are combining the locations at 5655 Hillsdale, Blvd., Sacramento CA into a single location.

District Findings:

- The District will allow the above-listed changes since it is our understanding that these are not new sites, but combining multiple suites and/or building numbers at the same physical address.
- This change will need to be reflected/clarified as part of the future Amendment to the MOU.
- No immediate further action required at this time.

Combined Fulton Ave. Locations

- HCCTS represents that they wish to combine the location at 1100 Fulton Ave., Sacramento CA with the location at 1050 Fulton Ave., Sacramento CA into a single site.

District Findings:

- While these two sites are located very close to each other, they are not on the same property or in the same building.

Action Required:

- HCCTS needs to submit a written request for approval of this change, including relevant background information regarding the changes, lease agreements, budgetary

documentation, and a description of the operations established at the combined site. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve these changes.

Combined Edison Avenue with Fair Oaks Blvd.

- HCCTS indicates they wish to combine the Edison (St. Matthew's) location at 2300 Edison Ave., Sacramento, CA with the Fair Oaks location at 2310 Fair Oaks Blvd., Sacramento, CA 95821.

District Findings:

- According to an online map search, these two addresses are approximately 4 miles apart.
- The District does not agree with this change and will keep the addresses separate.

Action Required:

- HCCTS should not combine the two sites in any documentation or communications.
- HCCTS should update this change with the HCCTS Board of Trustees to ensure the Board has up-to-date and accurate information regarding the sites that HCCTS oversees.

"Replacement" Sites – McClellan and McClellan 2 Sites

- HCCS has ceased operations at 3144 Palm St., McClellan Park, CA 95652 and has relocated to 3237 Peacekeeper Way, McClellan Park, CA 95652.
- HCCTS has stated that they do not consider this a "new" location as the lessor, McClellan Park would not renew the lease.
- HCCTS represents that the change does not require the organization to follow the process outlined in MOU Amendment No. 3 to add a facility as they consider this a "replacement" facility.
- Similarly, HCCTS has stated that the McClellan Park lessors are not renewing the lease at 5411 Luce Ave., McClellan Park, CA 95652 and that the organization is planning to relocate this site to another location (not yet determined/identified). HCCTS represents that they will also consider this change a "replacement" facility.

District Findings:

- The MOU Amendment No. 3 includes both of the following HCCS sites:
  - **McClellan** - 3144 Palm Street, Building 826, McClellan Park, CA 95652
  - **McClellan 2** - 5411 Luce Ave, Unit 242, McClellan, CA 95652
- The District finds that the change to the 3237 Peacekeeper Way, McClellan Park, CA 95652. location was not approved prior to establishment of operations.
- The term "replacement" facility is not used in Education Code or the MOU Amendment No. 3.
- The situation described by HCCTS is addressed in the MOU Amendment No. 3 by the following statement: "If Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers, the Charter School must first submit a written request to the District for approval of the change(s). The written request should include relevant background information regarding the proposed change(s), including, lease agreements, budgetary

documentation, and a description of the operations to be established at the location(s)." This is necessary for the District to determine "whether the proposed change(s) constitutes a material revision requiring District Board approval."
The MOU Amendment No. 3 obligations referenced above, expressly applies to a situation where HCCTS is moving any of its existing location(s).

- The District finds that HCCTS did not comply with this the terms of MOU Amendment No. 3 requirements when establishing operations at the 3237 Peacekeeper Way site.

Action Required:

- To prevent further corrective actions, the District requires that HCCTS submit a written request for approval of the 3237 Peacekeeper Way, McClellan Park location, including relevant background information regarding the changes, lease agreements, budgetary documentation, and a description of the operations established at the location. Consistent with MOU Amendment No. 3, the District will review the documentation to determine whether a Material Revision is required in order to approve this change.
- Comply with the terms of the MOU Amendment No. 3 regarding moving the current McClellan 2/Luce Ave. site to any new location, including the referenced new Peacekeeper location.

Proposed for Closing

HCCTS has indicated that the following locations are "proposed" for closing.

1. El Camino, 4813 El Camino Ave., Suites A and B, Carmichael, CA 95608
2. Fair Oaks 2, 6110 Fair Oaks Blvd., Unit A, Carmichael CA 95608

Action Required:

- Please inform the District at least 30-days before the final date of operations.
- As part of this communication to the District, HCCTS should indicate why it is closing the location and describe where (what other HCCS location) students enrolled at the sites to be closed will now be housed/enrolled and include information about how students will be accommodated at that existing site(s).
- Provide Board agenda/minutes indicating the closure were approved by the HCCTS Board.

Please provide the information and records responsive to this request by **5:00 PM on Friday, May 23, 2025**. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:

TRUSD Notice of Concern/Request for Information dated October 16, 2024
HCCTS Response dated November 14, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD, gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

May 30, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/Request for Information - Site Location Discrepancies

Dear Mr. DiGiulio,

On April 23, 2025, HCCTS received a letter from TRUSD regarding site location discrepancies.

HCCTS is currently in the process of updating sites for the 2025-2026 school year. HCCTS continues to assess the number of credentialed teachers who will work for HCCS and CICA in the upcoming school year, expected student enrollment, ADA, budgets, and site needs for the new school year. As you know, HCCTS has recently laid off 638 employees and as a result will reduce the number of students we are able to serve to an estimated 3,300. Therefore, HCCTS will also reduce the number of sites for both HCCS and CICA.

At this time, HCCTS can confirm the following information:

These HCCS Sites will remain open:

#	Name	Address
1	Hillsdale Blvd	5655 Hillsdale Blvd., Sacramento, CA 95842
2	College Oak	4541 College Oak Drive, Sacramento, CA 95841
3	Edison Ave.	2300 Edison Avenue, Sacramento, CA 95821
4	Hurley Way	3205 Hurley Way, Sacramento, CA 95864

5	Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
6	37th Ave.	3301 37th Avenue, Sacramento, CA 95824
7	65th St.	6853 65th Street, Sacramento, CA 95828
8	Fulton Ave	1050 Fulton Avenue, Sacramento, CA 95825
9	S. St	730 S Street, Sacramento, CA 95811
10	24th St.	7720 24th Street, Sacramento, CA 95832
11	Larkspur Ln.	1100 Fulton Avenue, Sacramento, CA 95825

These CICA Sites will remain open:

#	Name	Address
1	Florin Rd.	3801 Florin Road, Sacramento, CA 95823
2	Jackson Rd.	9880 Jackson Road, Sacramento, CA 95827
3	*Rosemont	Not available

*Address withheld for the privacy and safety of our students

These HCCS + CICA Sites will remain open:

#	Name	Address
1	Grand Ave	1333 Grand Avenue, Sacramento, CA 95838
2	Marconi Ave	3727 Marconi Ave, Sacramento, CA 95821
3	Folsom Blvd.	10017 and 10013 Folsom Blvd, Sacramento, CA 95827
4	Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
5	Todhunter Ave	800 Todhunter Avenue, West Sacramento, CA 95605
6	Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA

		95610
7	Las Palmas Ave	1100 Las Palmas Avenue, Sacramento, CA 95815
8	Auburn Blvd	4441 Auburn Blvd, Sacramento, CA 95841
9	33rd St.	2520 33rd St, Sacramento, CA 95817
10	C St	715 C Street, Marysville, CA 95901
11	Hayes Ave	431 Hayes Avenue, Sacramento, CA 95838
12	Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
13	Industrial Pkwy	8180 Industrial Pkwy, Sacramento, CA 95824

As of May 28, 2025, HCCTS can confirm that the following sites will be recommended to the HCCTS Board of Directors for permanent closure.

These HCCS Sites will close:

#	**Name**	**Address**
1	South A St.	560 South A Street, Oxnard, CA 93030
2	Bruceville Rd.	8211 Bruceville Rd, Sacramento, CA 95823
3	Clark Ave	229 Clark Avenue, Yuba City, CA 95991
4	Palm St.	3144 Palm Street, McClellan Park, CA 95652
5	Euclid St	14361 Euclid Street, Garden Grove, CA 92843
6	Luce Ave	5411 Luce Ave, McClellan, CA 95652
7	Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841
8	Foothill Farms	5527 Hemlock Street, Sacramento, CA 95841
9	West Third St.	328 West Third Street, Oxnard, CA 93030
10	Rumrill Blvd.	1964 Rumrill Blvd, San Pablo, CA 94806
11	Westminister Ave	10121 Westminster Avenue, Garden Grove,

		CA 92843
12	Peacekeeper Way	3237 Peacekeeper Way, McClellan, CA 95652

These CICA Sites will close:

#	**Site Name:**	**Site Address:**
1	Marysville Blvd.	3730 Marysville Blvd., Sacramento, CA 95838
2	O St.	1326 O Street, Sacramento, CA 95814
3	Seavey Circle	30 Seavey Circle, Sacramento, CA 95818

Site planning will ultimately be determined based on the number of credentialed teachers available, student enrollment needs, and the status of our lease agreements. As part of this process, we will carefully review all lease agreements to determine which sites can remain operational and which may need to close.

Laying off teachers and closing sites is an incredibly difficult decision made in response to current circumstances, and we are committed to supporting those affected during this transition.

HCCTS will notify you once these location changes have been approved by the HCCTS Board of Directors and will work on addressing the comprehensive list of questions and concerns presented in your previous letter. Please note that HCCTS is currently working on a material revision to the HCCS and CICA charters that will reflect these changes in order to stay in compliance with the current MOU Amendment No. 3 for both schools. Our goal is to present the material revisions to the HCCTS board of directors on June 26, 2025. Once the material revisions have been board approved, they will be submitted to TRUSD.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Exhibit D

Violation of Law: 2023-24 Annual Audit Report

From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:32:19 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Friday, November 22, 2024 5:08 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.

Have a great weekend.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652

Mailing address:
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From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, November 22, 2024 3:59 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

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Report Suspicious

Hello Kate,

The State Controller's Office does not grant extensions for charter school audits. The extension must be obtained through the chartering entity (sponsoring school district).

Is Twin Rivers Unified School District approving the extension request for Highlands Community Charter and Technical Schools?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
tholmes@cde.ca.gov
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, November 22, 2024 2:11 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: [EXTERNAL] FW: HCCTS Audit Extension Request

CAUTION! This email originated from outside the California Department of Education. Be careful of links and attachments.

Hello CDE and SCO,

Please see attached the notification for the 2023-24 Audit Report extension to January 15, 2025 for Highlands Community Charter and Technical Schools.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Thursday, November 21, 2024 2:29 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>
Subject: HCCTS Audit Extension Request

Kate,

I hope you are well. I have attached a letter requesting an extension of our 23-24 independent audit report deadline.

I appreciate your time.

--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

11/20/24

Subject: HCCTS Audit Extension Request

Dear Kate Ingersoll,

Due to the number of active audit engagements and requests being fielded by our office we would like for formally request a 30-day extension to our December 15th deadline for the submission of our 2023-2024 audit report. We will continue to work with our Independent audit firm, Edie Bailly, to ensure the timeliness of this report.

Thank you for your consideration.

Sincerely,

Matthew Lemos, Chief Business Official

From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:35:02 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Wednesday, February 12, 2025 11:30 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

I was just thinking about HCCTS's audit report. Thank you for the update. Are the auditors estimating not more than an additional week?

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Wednesday, February 12, 2025 11:27 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

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Report Suspicious

Kate,

I spoke with our independent auditors last night, and they confirmed the final report was under review by their national office, but they would not commit to delivery by Friday. I reiterated the urgent need to complete this process and will keep you up to date on any information received.

On Tue, Jan 14, 2025 at 8:36 AM Matthew Lemos <matthew.lemos@hccts.org> wrote:

> Thank you, Kate.
>
> As I receive updates from our auditors, I will be sure to notify you as well.
>
> On Mon, Jan 13, 2025 at 7:34 PM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:
>
> > Hi Matthew,
> >
> > The extension request for an additional 30 days (through 2-15-25) is approved. Thank you.
> >
> > *Kate Ingersoll*
> > Executive Director Fiscal Services

Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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Sent: Monday, January 13, 2025 7:20 PM
To: LEAAudits <LEAAudits@cde.ca.gov>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I met with our audit team at Edie Bailly, and they informed me they are done re-reviewing our FY23 data and are still about 2 weeks out from having our FY24 report ready. I would like to request an extension until February 15th to ensure they have the bandwidth to complete the report properly. I can also write an additional letter if needed.

My goal is to have this completed by 1/31/25 and will keep pushing on the team to reach this goal.

I appreciate the consideration.

On Mon, Nov 25, 2024 at 8:22 AM LEAAudits <LEAAudits@cde.ca.gov> wrote:

> Hello Kate,
>
> Thank you! I will make a note in our database.
>
> Tonya Holmes, Analyst
> Categorical Allocations and Audit Resolution Office
> School Fiscal Services Division
> California Department of Education
> 1430 N Street, Suite 3800

Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
tholmes@cde.ca.gov
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

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Sent: Friday, November 22, 2024 5:08 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.

Have a great weekend.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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Sent: Friday, November 22, 2024 3:59 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov
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Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

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Is Twin Rivers Unified School District approving the extension request for Highlands Community Charter and Technical Schools?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
tholmes@cde.ca.gov
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, November 22, 2024 2:11 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: [EXTERNAL] FW: HCCTS Audit Extension Request

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Hello CDE and SCO,

Please see attached the notification for the 2023-24 Audit Report extension to January 15, 2025 for Highlands Community Charter and Technical Schools.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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Sent: Thursday, November 21, 2024 2:29 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>
Subject: HCCTS Audit Extension Request

Kate,

I hope you are well. I have attached a letter requesting an extension of our 23-24 independent audit report deadline.

I appreciate your time.

--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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--



Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
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W: hccts.org



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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:58:38 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Friday, February 21, 2025 10:08 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

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Report Suspicious

Kate,

I spoke with the senior auditor on the engagement last night; he informed me that due to unforeseen turnover at their national office, it had been delayed until next week. I have been and will continue to check in with them daily for any updates, but the promise given to me was next Friday at the latest.

On Fri, Feb 21, 2025 at 9:15 AM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

Good morning,

I am checking in on the ETA for HCCTS's 23-24 Independent Audit report. Thank you.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Wednesday, February 12, 2025 11:30 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

I was just thinking about HCCTS's audit report. Thank you for the update. Are the auditors estimating not more than an additional week?

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:

3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Wednesday, February 12, 2025 11:27 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I spoke with our independent auditors last night, and they confirmed the final report was under review by their national office, but they would not commit to delivery by Friday. I reiterated the urgent need to complete this process and will keep you up to date on any information received.

On Tue, Jan 14, 2025 at 8:36 AM Matthew Lemos <matthew.lemos@hccts.org> wrote:

> Thank you, Kate.
>
> As I receive updates from our auditors, I will be sure to notify you as well.
>
> On Mon, Jan 13, 2025 at 7:34 PM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:
>
> > Hi Matthew,
> >
> > The extension request for an additional 30 days (through 2-15-25) is approved. Thank you.
> >
> > *Kate Ingersoll*
> > Executive Director Fiscal Services
> > Twin Rivers Unified School District
> >
> > *Physical address:*
> > 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> > *Mailing address:*
> > 3222 Winona Way, North Highlands, CA 95660
> >
> > KATE.INGERSOLL@TRUSD.NET

(916) 566-1600 ext. 31112

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Monday, January 13, 2025 7:20 PM
To: LEAAudits <LEAAudits@cde.ca.gov>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I met with our audit team at Edie Bailly, and they informed me they are done re-reviewing our FY23 data and are still about 2 weeks out from having our FY24 report ready. I would like to request an extension until February 15th to ensure they have the bandwidth to complete the report properly. I can also write an additional letter if needed.

My goal is to have this completed by 1/31/25 and will keep pushing on the team to reach this goal.

I appreciate the consideration.

On Mon, Nov 25, 2024 at 8:22 AM LEAAudits <LEAAudits@cde.ca.gov> wrote:

> Hello Kate,
>
> Thank you! I will make a note in our database.
>
> Tonya Holmes, Analyst
> Categorical Allocations and Audit Resolution Office
> School Fiscal Services Division
> California Department of Education
> 1430 N Street, Suite 3800
> Sacramento, CA 95814
> Phone: 916-323-6028
> Fax: 916-327-6157
> tholmes@cde.ca.gov
> https://www.cde.ca.gov/
> https://www.cde.ca.gov/fg/au/ag/
>
> ---
>
> **From:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Sent:** Friday, November 22, 2024 5:08 PM

To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.

Have a great weekend.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

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From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, November 22, 2024 3:59 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

The State Controller's Office does not grant extensions for charter school audits. The extension must be obtained through the chartering entity (sponsoring school district).

Is Twin Rivers Unified School District approving the extension request for Highlands Community Charter and Technical Schools?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
tholmes@cde.ca.gov
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, November 22, 2024 2:11 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: [EXTERNAL] FW: HCCTS Audit Extension Request

CAUTION! This email originated from outside the California Department of Education. Be careful of links and attachments.

Hello CDE and SCO,

Please see attached the notification for the 2023-24 Audit Report extension to January 15, 2025 for Highlands Community Charter and Technical Schools.

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652

Mailing address:
3222 Winona Way, North Highlands, CA 95660

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Thursday, November 21, 2024 2:29 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>
Subject: HCCTS Audit Extension Request

Kate,

I hope you are well. I have attached a letter requesting an extension of our 23-24 independent audit report deadline.

I appreciate your time.

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Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: HCCTS 23-24 Audit
Date: Monday, June 2, 2025 8:58:59 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

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From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Thursday, February 27, 2025 1:52 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Jonathan Clement <Jclement@eidebailly.com>
Subject: HCCTS 23-24 Audit

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Kate,

We received an update from the audit team that our draft is expected to be ready tomorrow.

I have included Jonathan Clement, Senior Manager, in our engagement in this thread to provide direct updates.
--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838



C: 916-937-1719
W: hccts.org



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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: HCCTS 23-24 Audit
Date: Monday, June 2, 2025 8:59:31 AM
Attachments: [redacted]

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Jonathan Clement <jclement@eidebailly.com>
Sent: Friday, February 28, 2025 8:43 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>
Subject: Re: HCCTS 23-24 Audit

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Hello,

@Matthew Lemos thank you for adding me to the update.

As previously mentioned by Matthew, our target was to have a draft by today (2/28), and unfortunately, we will not meet that deadline. The Highlands team has provided us with all of our final requests; however it has taken more time that anticipated to finalize everything on our end. For a realistic timeline, we can expect to have a draft Tuesday or Wednesday next week and final issuance shortly after that.

I appreciate all of your patience and consideration as we work to finalize the report. If anything is

needed please do not hesitate to reach out.

Best,

Jonathan Clement, CPA

(he/him/his)

Senior Manager

Eide Bailly LLP

10681 Foothill Blvd., Ste. 300

Rancho Cucamonga, CA 91730-3831

T 909.755.2756

C 818.425.2386

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Connect with me on LinkedIn

www.linkedin.com/in/jonathanclementcpa



What inspires you, inspires us.

eidebailly.com

Independent member of HLB – the global advisory and accounting network.

From: Bill McGuire <bill.mcguire@hccts.org>
Sent: Thursday, February 27, 2025 4:06 PM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Jonathan Clement <jclement@eidebailly.com>
Subject: Re: HCCTS 23-24 Audit

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I talked to Jerry Simmons from YMC this afternoon, and they have not gotten their letter to the auditors yet, as it is still being reviewed.

Thanks
Bill

On Thu, Feb 27, 2025 at 1:52 PM Matthew Lemos <matthew.lemos@hccts.org> wrote:

> Kate,
>
> We received an update from the audit team that our draft is expected to be ready tomorrow.
>
> I have included Jonathan Clement, Senior Manager, in our engagement in this thread to provide direct updates.
> --
>
> **Matthew Lemos**
>
> *Chief Business Official*
>
> **A:** 1333 Grand Ave. Sacramento, CA 95838
>
> **C:** 916-937-1719
>
> **W:** hccts.org

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--

Bill McGuire

Executive Director

A: 555 Capitol Mall, Suite 550, Sacramento, CA 95814

P: 916.844.2283

W: hccts.org

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From: Kate.Ingersoll
To: Sharilyn.Warta
Subject: FW: HCCTS 23-24 Audit
Date: Monday, June 2, 2025 9:00:31 AM

Backup for violations letter to HCCTS.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

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From: Jonathan Clement <jclement@eidebailly.com>
Sent: Friday, March 14, 2025 9:07 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Scott Gustafsson <sgustafsson@eidebailly.com>
Subject: Re: HCCTS 23-24 Audit

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Report Suspicious

Kate,

I hope this finds you well!

In wanting to keep you updated regarding the 23-24 audit status, the process has taken longer than expected, which is on our end, and Highland has been doing everything they can to assists us during this process. With all the additional external reviews that are still on-going for HCCTS, we are required to consider the impact these reviews have and consult with our National Office and we are working to navigate that process as efficiently as possible. Thank you for your patience with the delay on the audit and we expect to have this completed before the end of the month.

If there are any questions or if anything is needed, please do not hesitate to reach out.

Best,

Jonathan Clement, CPA

(he/him/his)

Senior Manager

Eide Bailly LLP

10681 Foothill Blvd., Ste. 300

Rancho Cucamonga, CA 91730-3831

T 909.755.2756

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Connect with me on LinkedIn

www.linkedin.com/in/jonathanclementcpa



What inspires you, inspires us.

eidebailly.com

Independent member of HLB – the global advisory and accounting network.

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, February 28, 2025 8:56 AM
To: Jonathan Clement <jclement@eidebailly.com>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>
Subject: RE: HCCTS 23-24 Audit

You don't often get email from kate.ingersoll@trusd.net. Learn why this is important

Thank you for the update.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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I appreciate all of your patience and consideration as we work to finalize the report. If anything is needed please do not hesitate to reach out.

Best,

Jonathan Clement, CPA

(he/him/his)

Senior Manager

Eide Bailly LLP

10681 Foothill Blvd., Ste. 300

Rancho Cucamonga, CA 91730-3831

T 909.755.2756

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Access your files and connect with us on Suralink

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To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Jonathan Clement <jclement@eidebailly.com>
Subject: Re: HCCTS 23-24 Audit

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> We received an update from the audit team that our draft is expected to be ready tomorrow.
>
> I have included Jonathan Clement, Senior Manager, in our engagement in this thread to provide direct updates.
> --
>
> **Matthew Lemos**



Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838

C: 916-937-1719

W: hccts.org



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--



Bill McGuire

Executive Director

A: 555 Capitol Mall, Suite 550, Sacramento, CA 95814

P: 916.844.2283

W: hccts.org



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Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 19, 2025

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

RE: Request for Information – Independent Financial Audit Report

Dear Mr. McGuire:

The Twin Rivers Unified School District ("District") is the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"). As the authorizing entity the District is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

California Education Code 47605 (m) states a charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (c), to its chartering authority, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering authority, and the department by December 15 of each year.

HCCTS requested an extension to the above-mentioned December 15 deadline, which was granted with an updated deadline of January 15, 2025. HCCTS failed to meet the January 15 deadline and requested multiple extensions with the most recent request for an extension to the "end of the month", which the District interprets this to mean March 31, 2025. The District notes the extenuating circumstances, involving multiple audits, which are undoubtably impacting this report and therefore grants this extension request.

Please note any further extensions will not be granted as the report will be more than three (3) months overdue.

Action Required

- HCCTS must submit their annual independent financial audit report for June 30, 2024 by no later than March 31, 2025 to Twin Rivers Unified School District, the State Controller, and the Sacramento County Office of Education.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

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Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

April 7, 2025

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

RE: Notice of Concern– 2023-24 Independent Financial Audit Report

Dear. Mr. McGuire:

The Twin Rivers Unified School District ("District") is the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"). As the authorizing entity the District is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On March 19, 2025 the District sent a request for information regarding the 2023-24 independent financial audit report. California Education Code 47605 (m) states a charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (c), to its chartering authority, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering authority, and the department by December 15 of each year.

HCCTS requested an extension to the above-mentioned December 15 deadline, which was granted with an updated deadline of January 15, 2025. HCCTS failed to meet the January 15 deadline and requested multiple extensions with the most recent request for an extension to March 31, 2025. In the District's March 19 letter, HCCTS was notified that any additional extensions would not be granted.

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

As of the date of this letter, the District has not received the 2023-24 independent financial report. HCCTS must comply with the action outlined below to prevent further, corrective actions.

Action Required

- HCCTS must submit their annual independent financial audit report for June 30, 2024 by no later than April 18, 2025 to Twin Rivers Unified School District, the State Controller, and the Sacramento County Office of Education.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosure:
District Letter dated March 19, 2025

cc:
Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent, School Leadership, marci.bernard@trusd.net

From: Kate.Ingersoll
To: Matthew Lemos
Cc: Ryan.DiGiulio; Terrie.Rhodes; Bill McGuire; Mark Lutgen; Vireak Chheng; Kat Michiels; Sharilyn.Warta; Melissa Roberson; Diana Gonsalves
Subject: RE: HCCTS - ADA Corrections 22-23
Date: Thursday, April 17, 2025 11:15:44 AM
Attachments: image001.png

Hello Matthew,

TRUSD has CICA & HCC's 22-23 P-2 Corrections for AN R3 to certify and move forward to SCOE and then CDE.

I have agreed the CDE PADC to the Attendance Summary reports. Additionally for CICA, I have confirmed the ADA reduction for the Independent Study ratio excess. All items agree to supporting reports. TRUSD will move both CICA & HCC's 22-23 P-2 Corrections for AN R3 forward to SCOE.

I know CDE does not require a P1 ADA revision but what about PAnnual for 22-23?

When should we except the 23-24 ADA revisions and also 24-25's P2 ADA. Thank you.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Monday, April 14, 2025 8:39 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Terrie.Rhodes <Terrie.Rhodes@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Mark Lutgen <mark.lutgen@hccts.org>; Vireak Chheng <vchheng@charterimpact.com>; Kat Michiels <kmichiels@charterimpact.com>; Sharilyn.Warta <Sharilyn.Warta@trusd.net>; Melissa Roberson <melissa.roberson@hccts.org>; Diana Gonsalves

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 21, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: NOC - 2023-24 Independent Financial Audit Report

Dear Mr. DiGiulio,

On April 7, 2025, HCCTS received a notice of concern regarding the independent financial audit report for the 2023-24 school year.
HCCTS is fully committed to completing and submitting the audit report as quickly as possible.

In March 2025, the State Controller's Office began a review of Eide Bailly's 2022-23 HCCTS Audit, and for this reason, HCCTS's independent financial audit report was paused.

In April 2025, Eide Bailly resumed the final review of workpapers and the final drafting of the report following the recommendations of the State Controller's Office and the State Auditor's Office.

Based on Eide Bailly's timeline, a final draft will be available by the end of next week, with final review and approvals completed during the week of April 28th. Upon receipt of the final draft, we will submit it to TRUSD no later than May 5, 2025.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

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Sharon Reichelt
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Rebecca Sandoval
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Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

April 24, 2025

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

RE: Notice of Concern– 2023-24 Independent Financial Audit Report, May Extension

Dear. Mr. McGuire:

The Twin Rivers Unified School District ("District") is the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools ("HCCTS"). As the authorizing entity the District is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On March 19, 2025 the District sent a request for information regarding the 2023-24 independent financial audit report. California Education Code 47605 (m) states a charter school shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, as described in subparagraph (I) of paragraph (5) of subdivision (c), to its chartering authority, the Controller, the county superintendent of schools of the county in which the charter school is sited, unless the county board of education of the county in which the charter school is sited is the chartering authority, and the department by December 15 of each year.

HCCTS requested an extension to the above-mentioned December 15 deadline, which was granted with an updated deadline of January 15, 2025. HCCTS failed to meet the January 15 deadline and requested multiple extensions with the most recent request for an extension to March 31, 2025.

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

When HCCTS missed the March 31 deadline, the District sent a follow-up Notice of Concern dated April 7, 2025, which outlined a deadline of April 18, 2025. On April 21, 2025 HCCTS sent the enclosed letter which provided an update on the progress made towards finalizing the 2023-24 audit report. In the April 21 letter, HCCTS explained that in March the State Controller's Office began a review of Eide Bailly's 2022-23 HCCTS Audit, which resulted in a pause of progress. HCCTS explained that Eide Bailly resumed the review in April and informed the District that the final draft would be submitted to the District no later than May 5, 2025.

The District appreciates the update and the summary of actions taken by Eide Bailly and the State Controller's Office. Considering that the HCCS is waiting on an auditor the District agrees to further extend the deadline to May 5, 2025.

Action Required

- HCCTS must submit their annual independent financial audit report for June 30, 2024 by no later than May 5, 2025 to Twin Rivers Unified School District, the State Controller, and the Sacramento County Office of Education.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosure:
District Letter dated March 19, 2025
District Letter dated April 7, 2025
HCCTS Letter dated April 21, 2025

cc:
Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreon, Chief Human Resources Official, TRUSD gina.carreon@trusd.net, Marci Bernard, Interim Associate Superintendent, School Leadership, marci.bernard@trusd.net

From: Matthew Lemos
To: Jonathan Clement
Cc: Kate.Ingersoll; Melissa Roberson; Bill McGuire; Sharilyn.Warta
Subject: Re: HCCTS Audit Update
Date: Thursday, May 22, 2025 9:45:52 AM

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Report Suspicious

Thank you for the update, Jonathan.

On Thu, May 22, 2025 at 9:31 AM Jonathan Clement <jclement@eidebailly.com> wrote:

> Matthew,
>
> I hope this finds you well!
>
> I wanted to give an update as the date unfortunately keeps moving. Currently the report is under review with our national office, and we expect that to be back to us this week. Once we hear back from our National office, it will take a day to wrap everything up, although it could change, I am anticipating an issue date by the end of next week (May 30).
>
> Thank you for your patience as we work to get this report wrapped up and issued.
>
> Best,
>
> **Jonathan Clement, CPA**
> Senior Manager
> Eide Bailly LLP
> 10681 Foothill Blvd., Ste. 300
> Rancho Cucamonga, CA 91730-3831
>
> C 818.425.2386 | T 909.755.2756Z
>
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>
> ---
>
> **From:** Matthew Lemos <matthew.lemos@hccts.org>
> **Sent:** Friday, May 9, 2025 9:31 AM

To: Jonathan Clement <jclement@eidebailly.com>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Melissa Roberson <melissa.roberson@hccts.org>; Bill McGuire <bill.mcguire@hccts.org>; Sharilyn.Warta <sharilyn.warta@trusd.net>
Subject: HCCTS Audit Update

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Jonathan,

We have not received our 23-24 audit yet. Can you please provide an updated timeline for our authorizers at TRUSD who are included in this email?

Thank you sir.

--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org

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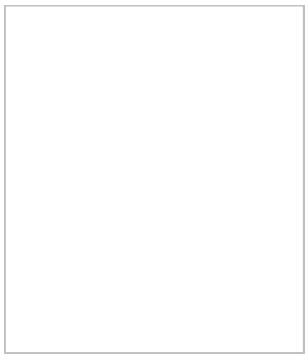
--

Matthew Lemos
Chief Business Official

A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719



W: hccts.org



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From: Kate.Ingersoll
To: Sharilyn.Warta
Cc: Ryan.DiGiulio
Subject: FW: [EXTERNAL] FW: HCCTS Audit Extension Request
Date: Monday, June 2, 2025 8:17:44 AM

Good morning Shari,

FYI update since you are not on the emails below.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Friday, May 30, 2025 3:41 PM
To: Keith Smith <KSmith@cde.ca.gov>
Cc: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; LEAAudits <leaaudits@cde.ca.gov>; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Jonathan Clement <Jclement@eidebailly.com>; Melissa Roberson <melissa.roberson@hccts.org>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

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Adding in Jonathan Clement at Eide Bailly who is competing in our independent audit.

Jonathan, can you please provide an update here?

Matthew Lemos
Chief Business Official



A: 1333 Grand Ave. Sacramento, CA 95838
C: 916-937-1719
W: hccts.org



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On Fri, May 30, 2025 at 12:33 PM Keith Smith <KSmith@cde.ca.gov> wrote:

> Hello Kate,
>
> We are expecting the HCCTS K-12 Audit Report sometime today. Please confirm when it will be submitted.
>
> Thanks,
> Keith
>
> ---
>
> **From:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Sent:** Thursday, May 22, 2025 10:42 AM
> **To:** Keith Smith <KSmith@cde.ca.gov>; LEAAudits <LEAAudits@cde.ca.gov>
> **Cc:** Matthew Lemos <matthew.lemos@hccts.org>; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
> **Subject:** RE: [EXTERNAL] FW: HCCTS Audit Extension Request
>
> Hello CDE,
>
> Per email attached from HCCTS's auditors, the 6-30-24 Independent Audit report should be issued by the end of the month.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District
>
> *Physical address:*
> 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> *Mailing address:*
> 3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Thursday, May 15, 2025 5:25 PM
To: Keith Smith <KSmith@cde.ca.gov>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

Unfortunately not. Please see email received today from their auditors (attached). TRUSD will respond with a formal letter to HCCTS. I'll keep you posted.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Keith Smith <KSmith@cde.ca.gov>
Sent: Thursday, May 15, 2025 3:30 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

Thanks for the voice message and the email update. Are we still on track for delivery of the audit report by tomorrow.

Thanks for your assistance.
Keith

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Monday, May 12, 2025 10:03 AM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Keith Smith <KSmith@cde.ca.gov>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Good morning,

HCCTS and TRUSD received the draft on Friday. HCCTS's auditors say (via email) that the final report will be issued by May 15th. The auditors should have the report to all of the required entities by the end of the week.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, May 9, 2025 3:23 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Keith Smith <KSmith@cde.ca.gov>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Katie,

Just checking to see if there is a new status update on HCCTS FY 2023-24 audit report. The extension was granted until Monday, May 5th, 2025, and we (CDE) have not received it.

Please let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, April 25, 2025 9:36 AM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello CDE,

The following letter was emailed to HCCTS from TRUSD on 4-24-25 at 1:17 PM.

Please let us know if you have any other questions.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary

achievement every day.

From: Kate.Ingersoll
Sent: Monday, April 7, 2025 2:32 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello CDE,

The following letter was emailed to HCCTS from TRUSD on 4-7-25 at 12:17 PM.

Please let us know if you have any other questions.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Kate.Ingersoll
Sent: Wednesday, March 19, 2025 1:48 PM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: leaaudits@sco.ca.gov; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

The following letter was emailed to HCCTS from TRUSD on 3-19-25 at 11:28 AM.

Please let us know if you have any other questions.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Tuesday, March 18, 2025 1:07 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Cc: leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

Thank you for your quick response! Another question, do you know if the reason for the delay is due to the auditor and/or HCCTS? In an email from Matthew Lemos on February 21, he states there was unforeseen turnover at the national office and the audit was delayed for a week. Just wanted to find out if that is still the same reason their audit report is delayed.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800

Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Tuesday, March 18, 2025 10:24 AM
To: LEAAudits <LEAAudits@cde.ca.gov>; Matthew Lemos <matthew.lemos@hccts.org>; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>
Cc: leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Tonya,

There is not one yet. Another extension has been requested by HCCTS. TRUSD is currently reviewing to respond to the extension request. Thank you.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

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(916) 566-1600 ext. 31112

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From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Tuesday, March 18, 2025 10:21 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>

Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Good morning everyone,

My name is Tonya Holmes, and I work in the Categorical Allocations and Audit Resolution Office at the California Department of Education. Do we have an update on the FY 2023-24 audit report for Highlands Community Charter and Technical Schools? Do we have a date as to when it's expected to be completed?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157
https://www.cde.ca.gov/
https://www.cde.ca.gov/fg/au/ag/

From: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Sent: Friday, February 21, 2025 10:18 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Thank you for the update.

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Friday, February 21, 2025 10:08 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I spoke with the senior auditor on the engagement last night; he informed me that due to unforeseen turnover at their national office, it had been delayed until next week. I have been and will continue to check in with them daily for any updates, but the promise given to me was next Friday at the latest.

On Fri, Feb 21, 2025 at 9:15 AM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:

> Good morning,
>
> I am checking in on the ETA for HCCTS's 23-24 Independent Audit report. Thank you.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District
>
> *Physical address:*
> 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> *Mailing address:*
> 3222 Winona Way, North Highlands, CA 95660
>
> KATE.INGERSOLL@TRUSD.NET
> (916) 566-1600 ext. 31112
>
> *Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.*

From: Kate.Ingersoll
Sent: Wednesday, February 12, 2025 11:30 AM
To: Matthew Lemos <matthew.lemos@hccts.org>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello,

I was just thinking about HCCTS's audit report. Thank you for the update. Are the auditors estimating not more than an additional week?

Thank you,

Kate Ingersoll
Executive Director Fiscal Services
Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Wednesday, February 12, 2025 11:27 AM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>
Cc: LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: Re: [EXTERNAL] FW: HCCTS Audit Extension Request

Kate,

I spoke with our independent auditors last night, and they confirmed the final report was under review by their national office, but they would not commit to delivery by Friday. I reiterated the urgent need to complete this process and will keep you up to date on any information received.

On Tue, Jan 14, 2025 at 8:36 AM Matthew Lemos <matthew.lemos@hccts.org> wrote:

> Thank you, Kate.
>
> As I receive updates from our auditors, I will be sure to notify you as well.
>
> On Mon, Jan 13, 2025 at 7:34 PM Kate.Ingersoll <Kate.Ingersoll@trusd.net> wrote:
>
> > Hi Matthew,
> >
> > The extension request for an additional 30 days (through 2-15-25) is approved. Thank you.
> >
> > *Kate Ingersoll*
> > Executive Director Fiscal Services
> > Twin Rivers Unified School District
> >
> > *Physical address:*
> > 5115 Dudley Blvd. – Bay A, McClellan, CA 95652
> > *Mailing address:*
> > 3222 Winona Way, North Highlands, CA 95660
> >
> > *KATE.INGERSOLL@TRUSD.NET*
> > (916) 566-1600 ext. 31112
> >
> > *Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.*
> >
> > ---
> >
> > **From:** Matthew Lemos <matthew.lemos@hccts.org>
> > **Sent:** Monday, January 13, 2025 7:20 PM
> > **To:** LEAAudits <LEAAudits@cde.ca.gov>
> > **Cc:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov; Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
> > **Subject:** Re: [EXTERNAL] FW: HCCTS Audit Extension Request
> >
> > Kate,
> >
> > I met with our audit team at Edie Bailly, and they informed me they are done re-

reviewing our FY23 data and are still about 2 weeks out from having our FY24 report ready. I would like to request an extension until February 15th to ensure they have the bandwidth to complete the report properly. I can also write an additional letter if needed.

My goal is to have this completed by 1/31/25 and will keep pushing on the team to reach this goal.

I appreciate the consideration.

On Mon, Nov 25, 2024 at 8:22 AM LEAAudits <LEAAudits@cde.ca.gov> wrote:

> Hello Kate,
>
> Thank you! I will make a note in our database.
>
> Tonya Holmes, Analyst
> Categorical Allocations and Audit Resolution Office
> School Fiscal Services Division
> California Department of Education
> 1430 N Street, Suite 3800
> Sacramento, CA 95814
> Phone: 916-323-6028
> Fax: 916-327-6157
> tholmes@cde.ca.gov
> https://www.cde.ca.gov/
> https://www.cde.ca.gov/fg/au/ag/
>
> ---
>
> **From:** Kate.Ingersoll <Kate.Ingersoll@trusd.net>
> **Sent:** Friday, November 22, 2024 5:08 PM
> **To:** LEAAudits <LEAAudits@cde.ca.gov>; leaaudits@sco.ca.gov
> **Cc:** Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
> **Subject:** RE: [EXTERNAL] FW: HCCTS Audit Extension Request
>
> Hello,
>
> Yes TRUSD (the authorizing agency) is approving the extension and we are letting you know.
>
> Have a great weekend.
>
> *Kate Ingersoll*
> Executive Director Fiscal Services
> Twin Rivers Unified School District

Physical address:
5115 Dudley Blvd. – Bay A, McClellan, CA 95652
Mailing address:
3222 Winona Way, North Highlands, CA 95660

KATE.INGERSOLL@TRUSD.NET
(916) 566-1600 ext. 31112

Fiscal Services team is committed to delivering exceptional customer service, maintaining the fiscal integrity of the district and providing each employee with the resources to inspire extraordinary achievement every day.

From: LEAAudits <LEAAudits@cde.ca.gov>
Sent: Friday, November 22, 2024 3:59 PM
To: Kate.Ingersoll <Kate.Ingersoll@trusd.net>; leaaudits@sco.ca.gov
Cc: Ryan.DiGiulio <Ryan.DiGiulio@trusd.net>; Bill McGuire <bill.mcguire@hccts.org>; Diana Gonsalves <diana.gonsalves@hccts.org>; Gracyn Ortiz <gracyn.ortiz@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Sharmila Laporte <slaporte@scoe.net>; Steve.Martinez <Steve.Martinez@trusd.net>; Mark Bachiller <mbachiller@scoe.net>
Subject: RE: [EXTERNAL] FW: HCCTS Audit Extension Request

Hello Kate,

The State Controller's Office does not grant extensions for charter school audits. The extension must be obtained through the chartering entity (sponsoring school district).

Is Twin Rivers Unified School District approving the extension request for Highlands Community Charter and Technical Schools?

Let us know if you have any questions.

Thank you,

Tonya Holmes, Analyst
Categorical Allocations and Audit Resolution Office
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814
Phone: 916-323-6028
Fax: 916-327-6157

Exhibit E

Violation of Law: Instructional Minutes

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/26/25 07:43 PM**

07/10/2023 to 03/29/2024 =169 days

Track A 169 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	1877	955	922	317213	0	106298	0	307.00	210608.00	1246.20	99.85 %
10	0	510	189	321	86190	0	21715	0	34.00	64441.00	381.31	99.95 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	902	451	451	152438	0	47328	0	385.00	104725.00	619.67	99.63 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**3289**	**1595**	**1694**	**555841**	**0**	**175341**	**0**	**726.00**	**379774.00**	**2247.18**	**99.81 %**
Grand Total	**0**	**3289**	**1595**	**1694**	**555841**	**0**	**175341**	**0**	**726.00**	**379774.00**	**2247.18**	**99.81 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

From: Melissa Roberson
To: Sharilyn.Warta
Cc: Bill McGuire; Natasha Lutsik
Subject: TRUSD Reports Due 9/2/2024
Date: Friday, August 30, 2024 2:14:34 PM
Attachments: 2026-2027 HCCS Tech [redacted] BOARD (2_1_24).pdf
2024-2025 HCCS Tech [redacted] BOARD (2_1_24).pdf
2025-2026 HCCS Tech [redacted] BOARD (2_1_24).pdf

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.

Report Suspicious

Hi Shari,

We have updates on two items from the Accountability Requests Form we received from TRUSD for the 2024-2025 school year. Both items are listed as due on 9/02/2024.

HCCS
Safety Plan
HCCTS met with the District on 8/29 and provided the following items:

- HCCTS Emergency Operations Guide
- HCCTS Student Handbook
- HCCS TRUSD report detailing Health and Safety Policies such as:
  - CPR Training
  - Active Shooter Training
  - FIT Inspections

We continue to develop a comprehensive safety plan for HCCS which we will send to you on or before 10/1/24.

Instructional Minutes
Instructional minutes for HCCS for the years 2024-2025, 2025-2026, and 2026-2027 are attached which were approved by our HCCTS board of directors.

CICA
Safety Plan
HCCTS met with the District on 8/29 and provided the following items:

- HCCTS Emergency Operations Guide
- HCCTS Student Handbook
- CICA TRUSD report detailing Health and Safety Policies such as:
  - CPR Training
  - Active Shooter Training
  - FIT Inspections

We continue to develop a comprehensive safety plan for CICA which we will send to you on or before 10/1/24.

Instructional Minutes
Due to the nature of independent study, CICA does not currently have an instructional minutes report. However, we offer

synchronous instruction and office hours to all students each week. Student progress is tracked through work assigned and work completed. Each student's individual progress is captured through synchronous logs, learning reports, and engagement logs.

Please let us know if you have any questions or additional requests.

Thank you,
Melissa

Logo

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

From: Sharilyn.Warta
To: Melissa Roberson; coateskr@gmail.com
Subject: Updated Accountability Report Form & CICA"s Instructional Minutes
Date: Wednesday, October 30, 2024 3:11:00 PM
Attachments: [redacted]

Good Afternoon,

Thank you for taking the time to meet with me this afternoon regarding the Accountability Report Form. The feedback you provided was very helpful. I have outlined the major changes we made below and included the attached, updated report forms. Let me know if there are any further questions, thoughts or concerns.

Report Form Changes

1. Deadline for the report form will be 12/15/24 since dashboard data is released on or before December 1, 2024.
2. Instead of requesting information on changes in leadership and leadership structure, the report now includes a request on the first tab for "Current, Board Approved Organizational Chart".
3. The data request for the tab titled "Enrollment" will only be for the 2023-24 year.
4. SPED counts for HCCTS were removed because HCCTS does not serve SPED students.
5. DASS page indicates that no metrics are required for the 2023-24 year since we did not have agreed upon metrics.
6. Site Info page now only requests "Background" data.

Additionally, in our past emails, Melissa sent the following message regarding CICA's instructional minutes:

- *"Due to the nature of independent study, CICA does not currently have an instructional minutes report. However, we offer synchronous instruction and office hours to all students each week. Student progress is tracked through work assigned and work completed. Each student's individual progress is captured through synchronous logs, learning reports, and engagement logs."*

I've reviewed this with our team and I was informed that we do need a student calendar **and** specifics related to the instructional minutes for the independent study program. Ed. Code requires a minimum number of instructional minutes and the CICA petition supports this requirements by stating "*CICA will maintain no less than the minimum number of instructional days and minutes required by the Education Code and/or the California Code of Regulations for each grade level served.*" We need the documentation that CICA uses to ensure the minimum number of instructional days and minutes is being met.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590



HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 26, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: CICA Calendar and Instructional Minutes

Dear Ms. Warta,

On October 30, 2024, HCCTS received an email requesting documentation regarding CICA instructional minutes and the CICA calendar. We have prepared the following response to address those requests.

If you have any additional concerns, please do not hesitate to contact me.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Instructional Minutes for CICA

At the beginning of this school year, our Director of Independent Study together with the Director of Curriculum, developed new pacing guides for High School to ensure compliance with the minimum number of instructional minutes for independent study. We are diving into our pacing guides, including synchronous and asynchronous instruction, to ensure we are meeting the annual instructional time requirements.

On November 7, 2024, we submitted our pacing guides to our legal counsel, Lisa A. Corr, from Young Minney & Corr, to evaluate the extent of the time value of pupil work products or the combination of the time value of the work product and participation in synchronous instruction, as applicable by grade level, as outlined in EC Section 51747.5; 51749.6.

Once we receive feedback from legal, we will make any necessary adjustments and then present the pacing guides to the HCCTS Board of Directors for approval for the current school year. As soon as approved, we will provide them to TRUSD as well.

Attached you will find the academic calendar for the 2024-2025 school year.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2024-2025 Academic School Calendar

July 2024						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

September 2024						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

First/Last Day of School | **Teacher Work Day/No School** | **Holiday/No School** | **No School** | **End of Term**

Important Dates and School Holidays

July 1 - 5	Summer Break
Aug 7 - 9	Staff Development Days
Sept 2	Labor Day
Nov 11	Veterans Day
Nov 25 - 29	Thanksgiving Break
Dec 23 - Jan 3	Winter Break
Jan 20	Martin Luther King Jr. Day
Feb 17	Presidents' Day
Mar 31	César Chávez Day
Apr 14 - 18	Spring Break
May 5 - 6	Staff Development Days
May 26	Memorial Day
June 19	Juneteenth

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS— STUDENT ATTENDANCE REVIEW

JANUARY 2025

Commissioned by Twin Rivers Unified SD

Dennis Snelling, Consultant

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INTRODUCTION

This study, "Highlands Community Charter and Technical Schools Student Attendance Review," was commissioned by Twin Rivers Unified School District, the Local Education Agency with oversight responsibility for the charter and its schools. The review was conducted between May and November, 2024.

This report is divided into four sections.

The "Purpose and Scope of Study" begins on page 2.

The "Background" section, including the history of Highlands Community Charter and Technical Schools and its two schools, Highlands Community Charter School and California Innovative Career Academy, begins on page 4. This section includes the background of the organization, its organizational structure and programs, previous and current concerns about the organization, and its procedures for recording and reporting student attendance.

The "Overview of Observations and Findings" section begins on page 24, and reviews practices versus procedures in student attendance, and issues raised through this review. It includes some suggestions that do not raise to the level of a finding.

The "Findings and Recommendations" section begins on page 48.

Dennis Snelling, CFE, Consultant, Retired Associate Superintendent-Business Services
Rocklin, California

PURPOSE AND SCOPE OF STUDY

Twin Rivers Unified School District (TRUSD) is the Local Educational Agency (LEA) authorized to provide oversight of two charter schools, Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA). Both HCCS and CICA are charter schools operated by Highlands Community Charter and Technical Schools (HCCTS), a non-profit public benefit corporation. TRUSD became aware of attendance and enrollment-related complaints and concerns directed at HCCTS in public meetings and reported in media outlets. Because TRUSD has oversight responsibility over HCCTS, the charter school was notified on February 23, 2024 that a review of enrollment and attendance practices would be conducted by a consultant.

Twin Rivers Unified School District contracted with Dennis Snelling (Consultant) on April 16, 2024 to conduct a study encompassing both HCCS and CICA.

Twin Rivers Unified School District retained the Consultant as an independent contractor to provide professional services on behalf of the district at HCCTS, HCCS and CICA as follows:

Evaluate attendance practices for charter schools Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA) and review substantiation for attendance apportionment claimed by the charters from the state of California. Evaluate enrollment and attendance practices for the charter schools (HCCS/CICA) to determine if enrollment/attendance demonstrates that students who drop, dis-enroll, or are absent agree to the enrollment and attendance records.

Evaluate instructional day school calendars offered for the charter schools (HCCS/CICA).

Evaluate instructional minutes offered by the charter schools (HCCS/CICA).

Evaluate pupil-to-teacher ratios for the charter schools (HCCS/CICA).

Evaluate Independent Study student work product for the charter schools (HCCS/CICA) and confirm that student work product samples represent attendance claimed and that student engagement records are maintained.

Review and evaluate internal controls for the taking and reporting of student attendance for the charter schools (HCCS/CICA).

Meet with appropriate current and former district/charter school staff, as needed, to assess attendance practices and related concerns.

Review and consider any studies, reports, evaluations, or audits related to charter school (HCCS/CICA) attendance as necessary.

Communicate findings and recommendations regarding attendance practices, policies and procedures for the charter schools (HCCS/CICA), including a report listing any findings and/or recommendations.

Resources For This Study

Sources utilized or referenced for this study included:

Interviews with TRUSD Admin
Interviews with HCCTS Admin
Interviews with HCCS and CICA Teachers, Principals and Para-Educators
Interviews with Former HCCTS Employees
HCCS Principal Assignments Organizational Chart
HCCS/CICA School Accountability Report Cards
Visits of HCCS Classrooms
Charter school petitions and Memorandums of Understanding (MOU) between TRUSD and HCCTS
Annual Audits of HCCTS for June 30, 2022 and June 30, 2023 (Note: the audit of HCCS and CICA are part of the HCCTS audit)
Enrollment and Attendance Information for HCCS and CICA
HCCTS Attendance Policies
HCCTS Student Handbook
HCCTS Attendance Procedures for Teachers
HCCTS Board Agendas and Minutes
Complaints Filed With TRUSD
HCCTS Response to TRUSD and CDE Regarding Complaints Filed
HCCTS Multi-Year Funding Determination
Extraordinary Audit of the Highlands Community Charter School (FCMAT, May 31, 2018)
HCCS and CICA Funding Exhibits
Copy of CICA Master Agreement
CICA Tiered Student Re-engagement process
Individual Student ADA Generated by Track for CICA and HCCS
California State School Audit Guide
California Education Code
California Code of Regulations Title 5
Charter School Oversight Checklist (FCMAT)
California School Accounting and Best Practices Manual 2022-23 (FCMAT)
California Commission on Teacher Credentialing
California Consortium for Independent Study
Maximizing ADA & Maintaining Compliance With Independent Study 2019-20 (CASBO)
PowerSchool Attendance Reports and Queries
Brain App Reports
School Calendars and Bell Schedules 2022-23 and 2023-24
Independent Study Master Agreements and Student Work Samples
Media Reports
Manual Student Sign-in Sheets
Student Attendance Reports

BACKGROUND

History of Highlands Community Charter and Technical Schools (HCCTS)

Highlands Community Charter and Technical Schools is a California non-profit public benefit corporation incorporated on February 6, 2013 and registered with the California Secretary of State as a domestic nonprofit corporation on May 21, 2013. HCCTS first opened Highlands Community Charter School for the 2014-15 school year, and later opened California Innovative Career Academy for the 2019-20 school year. HCCTS is responsible for all aspects of both charter schools' management.

HCCTS and its two schools operate at more than fifty locations in California, renting classroom and office space mostly in or around Sacramento. There are also a handful of locations in the East Bay and Southern California. Some sites provide direct educational services to students while others house administrative functions only. Some locations serve partnerships with outside vendors that provide Career and Technical Education (CTE) programs. Both HCCS and CICA operate under HCCTS' tax identification number and have reported significant enrollment gains every year of operation, gains that accelerated markedly beginning in 2022-23.

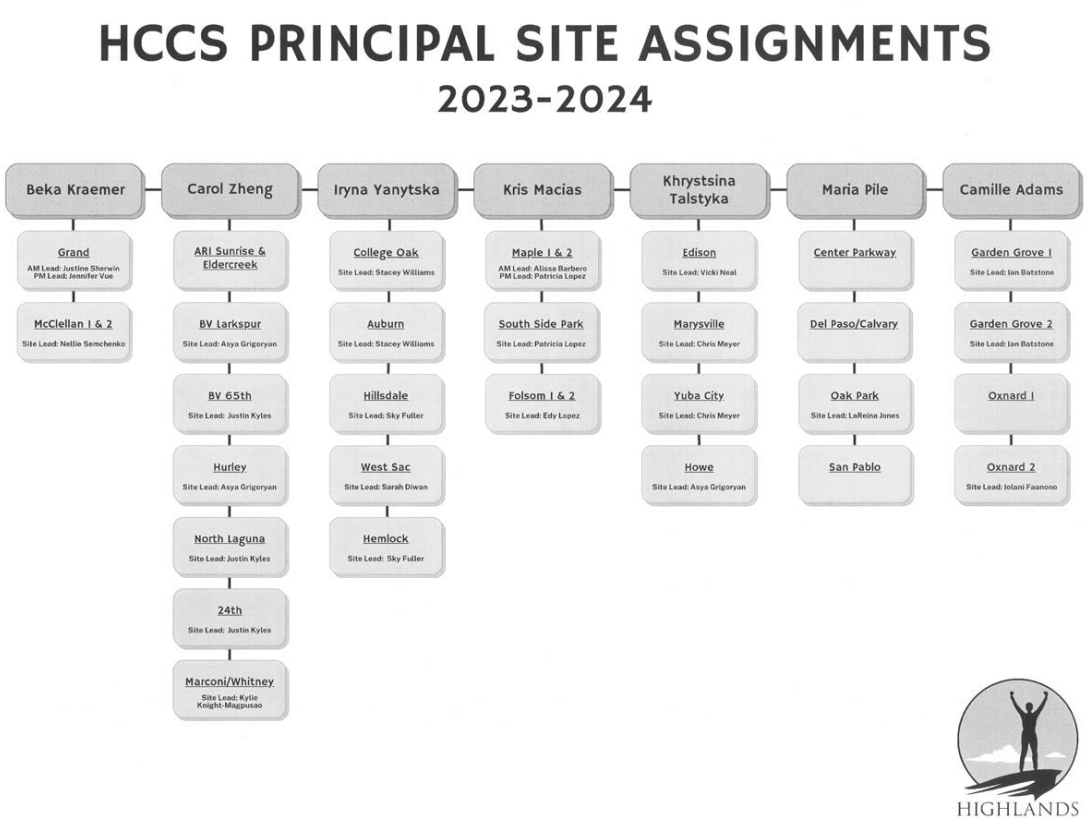
The purpose of HCCTS is to serve the unserved by providing education leading to a high school diploma for adult students age 22 or older, along with elective courses leading to a Certificate of Completion in one of the organization's CTE tracks, providing students the necessary tools to obtain a livable wage job and a future for themselves and their family. HCCTS states that it also offers students additional courses and time beyond the required schedules listed in its Schedule of Instructional Time. Its Motto is "It's Never Too Late!"

HCCTS is overseen by a Board of Directors. At the beginning of the 2024-25 school year, the board members included:

Corporate President: Ernie Daniels
Vice President: Sharon Rocco
Corporate Secretary: Matt Powers
Corporate Treasurer: Sonja Cameron
Board Member: Mary DeChance
Board Member: Rick Jones
Board Member: Mike Reid
Board Member: Mellonie Yang

Administrative Leadership of HCCTS was headed for nine years by Executive Director Murdock Smith. Smith took a leave of absence in May 2024, prior to this study, and Mayra Valdivia was appointed Interim Executive Director. Murdock Smith retired in July 2024 and Bill McGuire, retired Deputy Superintendent of Administrative Services at Twin Rivers Unified, was hired at the HCCTS Board meeting of July 11, 2024 to serve as Executive Director for the period July 24, 2024 to December 31, 2024, with an option to extend an additional six months. Natasha Lutsik serves as Assistant to the Board of Directors.

The table below provides an overview of HCCS Principal Assignments:



California Education Code Sections 47600-47664, also known as the Charter Schools Act of 1992, granted significant guidance for charter schools but did not fully describe the existence of adult-serving charter schools. The legislature later clarified its desire for charter schools to serve adults, provided they do so in a specified form of partnership per California Education Code 47612.1. Based on the terms of the partnership agreements between Highlands Community Charter and Technical Schools and vendors providing Workforce Investment Act services (now known as the Workforce Innovation and Opportunities Act), all students enrolled in HCCS must be ineligible to qualify for youth services, must be 22 years of age or older, and must be served by HCCTS exclusively through one of those partnership agreements. HCCTS enrolls students in its two schools in grades 9, 10, and 12, which are not subject to standardized testing. No students are assigned to Grade 11, which is subject to testing.

HCCTS exclusively enrolls students 22 years of age and older who have not earned a U.S. high school diploma. The program HCCTS operates exhibits many of the characteristics of an Adult Education program—including use of Comprehensive Adult Student Assessment Systems (CASAS) testing. Nevertheless it serves its students by applying aspects of the traditional K-12 educational system, such as utilizing the Local Control Funding Formula (LCFF), the Local Control Accountability Plan (LCAP), and Independent Study.

Audits

An independent audit of HCCTS is conducted annually, as required by California Education Code 41020, and encompasses both HCCS and CICA. Audits for 2021-22 and 2022-23 were reviewed as part of this study. The 2023-24 audit was not finalized at the time this study concluded.

The 2021-22 audit, conducted by Baker Tilly, reported no findings, recommendations or questioned costs.

The 2022-23 audit, conducted by Eide Bailly, noted a missed reporting of right-of-use lease assets and lease liabilities that resulted in the auditor adjusting the financial statements. The auditor recommended that HCCTS evaluate its internal control structure and make changes that would prevent—or detect and correct—misstatements on a timely basis.

That audit also reported an error in the determination of the number of unduplicated students, with HCCS over claiming 20 students and CICA over claiming one student. The audit report findings identified the organization's failure to update the "1.18—FRPM/English Learner/Foster Youth—Student List" CALPADS Report. The finding stated: *the Organization has a policy that allows a ten day grace period before the student's new status is put in effect, and when the "1.18 – FRPM/English Learner/Foster Youth – Student List" was amended the Organization only updated pupils who changed to free and reduced, which did not take into consideration the pupils who changed their status to paid*. The recommendation was that HCCTS ensure that the classification of Free and Reduced students is updated throughout the year.

Since the 2023-24 audit was not yet available at the conclusion of this study, it is unknown whether the prior year audit findings were corrected and the recommendations adopted.

Neither the 2021-22 nor 2022-23 audits reported attendance-related findings or recommendations.

Twin Rivers Unified School District (TRUSD) Oversight

The Charter Schools Act of 1992 was enacted "to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure." Charter schools are part of the public school system but differ from traditional public schools because they are exempt from many state laws relating to specific educational programs. Specific goals and operating procedures are detailed in an agreement, or charter petition, between the authorizing agency and the charter school organizers. Charter schools may elect to operate as corporations organized under the Nonprofit Public Benefit Corporation Law of the Internal Revenue Code [26 U.S.C. Section 501(c)(3)].

Although charter schools may offer a more flexible school governance model, accountability for student achievement and fiscal management is similar to that of traditional public schools. The charter authorizing agency is responsible for adequate and appropriate oversight of the

charter. The authorizer may be a school district, county office of education, or the California State Board of Education. Education Code sections 47604.32 and 47604.33 set forth the chartering authority's duties and the charter's financial reporting obligations.

Charters may be revoked by the charter authorizer, in this case TRUSD, for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law.

The TRUSD provides statutory oversight of HCCS and CICA, and receives one percent of the charter's LCFF revenue for that purpose. The following table presents oversight fees collected by TRUSD from 2020-21 through 2023-24:

	2020-21	**2021-22**	**2022-23**	**2023-24**
CICA	$ 30,130	$ 157,712	$ 443,043	$ 502,791
HCCS	335,873	380,503	727,169	1,012,539
Total	$ 366,003	$ 538,215	$ 1,170,212	$ 1,515,330

In addition Twin Rivers charges the charter schools two percent for facilities use, which in 2023-24 totaled $2,025,078 for HCCS, and $1,005,582 for CICA.

California Education Code 47604.32 documents an authorizer's oversight responsibilities to include providing a district contact person, visiting each charter school at least annually, ensuring that each charter school under its authority complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Section 47606.5, monitoring the fiscal condition of each charter school under its authority, and providing timely notification to the department if any of the following circumstances occur or will occur with regard to a charter school for which it is the chartering authority:

(A) A renewal of the charter is granted or denied.

(B) The charter is revoked.

(C) The charter school will cease operation for any reason.

HCCTS' charter school petition includes provisions for an annual performance report to the district, which is to include data on its staff, policies, admissions practices, disputes and complaints, and student outcomes using test data. The petition also allows TRUSD to conduct an annual review of all HCCS programs offered and their effectiveness in improving student achievement.

History of Highlands Community Charter School (HCCS)

HCCTS submitted a petition to TRUSD on September 19, 2013 to establish the Highlands Community Charter School (HCCS). The charter school petition was approved by the TRUSD governing board on March 4, 2014 for the term of July 1, 2014 to June 30, 2019. HCCS was subsequently issued Charter Number 1674 by the California Department of Education (CDE). HCCTS and TRUSD entered into an MOU on June 17, 2014, defining oversight duties and obligations of and between the parties. This MOU was updated twice, the last time in January 2024. (MOU Amendment No. 3).

A charter renewal petition was submitted to TRUSD on January 14, 2019, covering the term of July 1, 2019 to June 30, 2024, which was approved by TRUSD on March 5, 2019.

On September 21, 2021, HCCTS and TRUSD entered into a Memorandum of Understanding, amending the renewal petition by extending the length of the agreement to June 30, 2026, as required by the California Legislature. (HCCS Charter Amendment No. 1).

On October 17, 2023, HCCTS and TRUSD entered into a Memorandum of Understanding, again amending the renewal petition by extending the length of the agreement to June 30, 2027, as required by the California Legislature. (HCCS Charter Amendment No. 2).

The school offers one of three placement options: International High School (IHS), Bridge, and Traditional High School (HS). Students who have emigrated from around the world transition to high school completion programs, attending alongside native English speakers. All programs are tuition free and offered exclusively to students aged 22 years and older who do not yet possess a U.S. High School Diploma. Students must also sign up for free Workforce Innovation and Opportunity Act (WIOA) services from CalJOBS.

Originally, HCCS students learning English were enrolled in Adult Elementary Education as Grades 1 or 2, with a focus on English Language Development (ELD). According to the school's Student Accountability Report Card (SARC), this practice changed beginning in 2020-21, when English language learners were enrolled in the IHS program in Grades 9 or 10, with funding rates and annual instructional minutes adjusted to reflect the new designation.

Differences in Elementary vs. High School apportionment per Average Daily Attendance (ADA) and annual required instructional minutes in 2020-21:

	Grades 1-2	Grades 9-12
LCFF Grade Span	$ 7,702	$ 9,329
LCFF Grade Span Adj	801	243
Adjusted Base Grants	$ 8,503	$ 9,572
Mandate Block Grant	$ 16.86	$ 46.87
Required Instructional Minutes	50,400	64,800

HCCS operates a classroom-based program for its adult students lacking a U.S. high school diploma, and/or seeking the opportunity to obtain certifications through various CTE courses offered by the charter school.

As a classroom-based instruction charter school, HCCS is required to ensure students are under the immediate supervision and control of an employee of the charter school who possesses a valid teaching certification in accordance with Education Code 47605.4.

HCCS is required to offer at least 80 percent of its instructional time at the school site (Title 5, California Code of Regulations 11963(b)).

The charter school must require its pupils to be in attendance at the charter school site at least 80 percent of the minimum instructional time required, pursuant to Education Code 47612.5(a)(1).

Education Code 47612(d) requires that charter schools operate no more than five tracks, operate each track for a minimum of 175 days, and each track must offer no less than fifty-five percent of its schooldays each year before April 15. No pupil may generate more than one unit of ADA per day. HCCS operates three tracks, A, B & C, with different starting dates but the same ending date, at the end of June.

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

HCCS served 12,112 students in 2022-23, defined as any student attending at least one day from the beginning of the school year to P-2, generating 4,455 ADA as reported to the State. HCCS served 18,106 students in 2023-24, generating 5,923 ADA as reported to the State. Serving 5,994 more students in 2023-24 generated 1,468 additional ADA for HCCS compared to 2022-23.

Below are tables of historical enrollment, based on the HCCS School Accountability Report Card (SARC), and P-2 ADA from State Funding Exhibits:

	2018-19	2019-20	2020-21	2021-22	2022-23
Grade 1	1,608	2,264	N/A	N/A	N/A
Grade 2	88	58	N/A	N/A	N/A
Grade 9	N/A	N/A	2,719	3,103	6,251
Grade 10	N/A	N/A	70	43	27
Grade 12	338	321	436	605	469
Total	2,034	2,643	3,225	3,751	6,749

P-2 ADA (State Funding Exhibits)

2019-20	2020-21	2021-22	2022-23	2023-24
2,001.33	2,549.52	2,647.10	4,455.40	5,923.20

According to the school's 2020-21 SARC, 86% of students were designated as either Grades 9 or 10. By 2022-23, students in grades 9 and 10 had risen to 93% of total enrollment and overall student enrollment had more than doubled. The number of students designated as Grade 12 increased from 436 in 2020-21 to 469 in 2022-23. During the same time period, students designated as either Grade 9 or 10 increased from 2,789 to 6,278.

Equity Initiatives Program

All HCCS students are eligible for participation in the HCCTS Equity Initiatives Program. This program's mission is to increase High School graduation rates of African American Males, Latin X Males, and Women of Color who are 22 years of age and older through use of mentors, skill-building, networking events, and individual-specific career pathways to fulfill the goal of qualifying students for meaningful employment.

Western Association of Schools and Colleges (WASC) Accreditation

The school earned its most recent Western Association of Schools and Colleges (WASC) accreditation on May 8, 2023, which reaffirmed the June 17, 2022 mid-cycle evaluation of its Six-Year Accreditation Status, originally awarded through June 30, 2025. Another visit to determine the next accreditation cycle was conducted in October 2024.

In the accreditation letter dated May 3, 2019, the WASC mid-cycle visit was to determine that the school had:

- Addressed the critical areas for follow-up through the school-wide action plan
- Made appropriate progress on the implementation of the schoolwide action plan
- Improved student achievement relative to the schoolwide learner outcomes and the academic standards.

History of California Innovative Career Academy (CICA)

HCCTS submitted a charter school petition on April 9, 2019 to TRUSD to establish California Innovative Career Academy (CICA) as a separate charter school for the term July 1, 2019 to June 30, 2024. The petition was approved by the TRUSD governing board on June 25, 2019. CICA was subsequently issued Charter Number 2072 by the CDE, and opened on August 12, 2019.

On September 21, 2021, HCCTS and TRUSD entered into a Memorandum of Understanding, amending the petition by extending the length of the agreement with CICA to June 30, 2026, as required by the California Legislature. (CICA Charter Amendment No. 1).

On October 17, 2023, HCCTS and TRUSD entered into a Memorandum of Understanding, again amending the petition by extending the length of the agreement to June 30, 2027, as required by the California Legislature. (CICA Charter Amendment No. 2).

HCCTS and TRUSD entered into a Memorandum of Understanding, defining oversight duties and obligations of and between the parties, which was amended in January 2024. (CICA Charter Amendment No. 3)

CICA operates as a non-classroom based charter school, with instruction delivered via Independent Study (IS). As with HCCS, students are enrolled in Grades 9, 10 or 12 and designated as either in IHS (International High School), Bridge, or High School and, as with HCCS, are assigned to one of three attendance tracks depending on the student's date of enrollment, with all of the tracks sharing the same end date.

Student assignments, and progress, are dictated through an IS Master Agreement, which is to be signed digitally by both the teacher and student prior to the student's first day of enrollment. Students are also assessed for digital literacy in order to ensure the student understands the use of technology required to participate effectively in the Independent Study program. Much of the instruction is provided through on-line curriculum vendors such as Burlington English and Edmentum. At the IHS level, the school offers students the opportunity twice per week to meet in a classroom setting, either in-person or via teleconferencing. Students may also meet with their instructor during weekly office hours. Bridge and High School students generally are assigned one unit of study at a time, with a new IS Master Agreement generated for each unit, which usually lasts four to five weeks. Bridge and High School students generally meet with their supervising teacher on a weekly basis.

Teachers collect and grade coursework, and upload two work samples for students at the end of each learning period. These are stored along with the IS Master Agreement in an app developed in-house in 2022 called "The Brain."

CICA served 5,128 students in 2022-23, defined as any student attending at least one day from the beginning of the school year to P-2, generating 2,737 ADA as reported to the State. CICA served 4,364 students in 2023-24, generating 2,867 ADA as reported to the State. Serving 764 fewer students in 2023-24, CICA reported 130 additional ADA compared to 2022-23.

Shown below is a table of historical enrollment, based on the CICA School Accountability Report Card (SARC), and P-2 ADA from State Funding Exhibits; Note—CICA reports Grades 9 and 10 combined:

	2019-20	2020-21	2021-22	2022-23
Grade 1	28	N/A	N/A	N/A
Grade 2	1	N/A	N/A	N/A
Grade 9 & 10	N/A	5	284	1,542
Grade 12	140	358	499	660
Total	169	363	780	2,202

P-2 ADA (State Funding Exhibits)

2019-20	2020-21	2021-22	2022-23	2023-24
234.29	234.29	1,102.39	2,727.20	2,867.30

CICA's Mission statement:

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

California Innovative Career Academy students will:

1. Demonstrate measurable achievements each term through assessment.

2. Make progress toward their career goals.

3. Use technology to communicate for personal and academic use.

CICA is proud of our Vision "to eradicate educational inequality."'

Western Association of Schools and Colleges (WASC) Accreditation

The school received its accreditation from the Western Association of Schools and Colleges (WASC) on February 8, 2021, awarded through June 30, 2024. On February 7, 2024, CICA was granted a Six-Year Accreditation through June 30, 2030, with a mid-cycle visit to occur during the 2026-27 school year.

Previous Concerns Brought Forward About HCCTS

In 2018, concerns regarding HCCTS operations were brought to the attention of the Sacramento County Office of Education (SCOE) because of the following:

• The unique nature of Highlands Community Charter School

• The significant increases in student enrollment

• Reports of efforts to eliminate services to specific grades and students with special needs

• Reports of misreporting of average daily attendance (ADA)

• Reports of mischaracterization of attendance and instructional minutes

• Reports of HCCS charging fees

• Concerns regarding operation of locations outside of the district's boundaries

As a result, the Sacramento County Office of Education requested that the Fiscal Crisis and Management Assistance Team (FCMAT) provide for the assignment of professionals to conduct an AB 139 extraordinary audit to examine specific aspects of alleged fraud, misappropriation of funds or other illegal fiscal practices that may have occurred. The FCMAT report did not include CICA since it did not exist at that time.

Although the FCMAT audit did not uncover any intentional fraud or misappropriation of funds by HCCS, there were several "potentially unlawful" practices noted in the report that required correction, and potentially merited sanctions. Material weaknesses were noted, as were

deficiencies in the charter's internal controls and "a control environment that increased the probability of fraud and abuse." (Letter from Sacramento County Office of Education Superintendent of Schools David W. Gordon to HCCTS Board President Ernie Daniels, dated June 7, 2018.)

Upon completion of the study, FCMAT's attendance-related findings included:

- Serving students under age 22 or already possessing a high school diploma in violation of the charter petition, the partnership agreement, and gift of public fund laws
- Serving and collecting apportionment for certain students over age 19 when HCCS may not have qualified for the WIOA statutory exemption
- The Manicure and Cosmetology Program failed to meet the minimum day instructional minutes requirement
- Concerns regarding operation of locations outside of the district's boundaries

The FCMAT report also reviewed potential areas of concern including personnel issues, course offerings, student assessment, improper awarding of credits toward high school graduation, conflicts of interest, unauthorized gifts to students to generate attendance, possible gifts of public funds, and Brown Act violations.

Status of FCMAT Study Attendance Findings at Time of Current Study

- Because the charter schools operate state-wide, there are no issues related to boundaries that limit student enrollment to a particular county or one that is adjoining. The only limitation would be to out of state or out of country residents.
- There was no evidence found that students under age 22 are being served by either HCCS or CICA.
- All HCCTS programs and locations have been corrected to fall under the same published calendar and bell schedule, which comply with requirements for minimum day, length of school day, and annual minutes, although there are not separate calendars published for each track.

Two of the issues in the letter from the Sacramento County Office of Education, "Reports of misreporting of average daily attendance" and "Reports of mischaracterization of attendance and instructional minutes," are addressed later in this report, as is Internal Controls.

Media Coverage

During 2023 and 2024, a Sacramento television station aired a series of reports detailing complaints from current and former HCCTS employees who alleged improper practices related to student enrollment and attendance, lack of appropriate credentials on the part of teachers, excessive class sizes, employee intimidation and retaliation, lack of controls and accountability, conflict of interest, and issues related to the quality of education being offered, among other complaints.

State Audit

On May 14, 2024, the California Legislature directed the California State Auditor to conduct an audit of TRUSD and HCCTS programs and oversight. According to the State, the audit, 2024-106, will provide independently developed and verified information related to Twin Rivers Unified School District (TRUSD), Highlands Community Charter and Technical Schools, and the oversight provided for their various educational programs. A report is scheduled for release in Summer 2025.

According to the California State Auditor, the audit's scope will include, but not be limited to, the following activities:

1) Review and evaluate the laws, rules, and regulations significant to the audit objectives.

2) Review whether Highlands Community Charter School's (HCCS) and California Innovative Career Academy's (CICA) policies and procedures related to calculating enrollment and average daily attendance (ADA) are adequate and align with state law. Perform the following:

- ***Verify the accuracy of HCCS's and CICA's documentation for the past three years related to ADA and enrollment, including for students enrolled in independent study, English Language Development courses, or in courses not leading to a high school diploma. Verify the accuracy of documentation of independent study policies, including the calculation of the time value of student work products and synchronous instruction. Identify the number of students who received a high school diploma or an industry certification.***
- ***To the extent that HCCS's and CICA's reported ADA and student enrollment numbers are inaccurate, determine the reasons for these inaccuracies and calculate the cost of any disallowed funding related to their ADAs.***

3) Review and evaluate HCCS's and CICA's policies and procedures for ensuring that all instructors are appropriately credentialed for their assignments. Perform the following:

- ***Determine the number of credentialed instructors by type of credential.***
- ***For a judgmentally selected number of instructors, including instructors on a local assignment option and those holding a Career Technical Education or adult education credential, verify whether each instructor had appropriate credentials and complied with other applicable requirements.***
- ***Based on the results of the review in Objective 3(b), identify whether instructors who lacked appropriate credentials taught students and calculate the cost of any disallowed funding related to their ADAs.***
- ***Determine whether HCCS and CICA accurately reported to the State any instances of teacher misassignment data.***

4) Evaluate HCCS's and CICA's processes for ensuring that student-to-teacher ratios for both classroom-based and independent study courses comply with state

requirements and their processes for ensuring students' access to adequate instructional materials and technology. Perform the following:

- ***For a judgmentally selected number of courses, determine whether the associated student-to-teacher ratios meet state requirements and were accurately reported to applicable parties, and whether students in these courses had access to adequate instructional materials and technology.***
- ***To the extent that ratios at CICA or in any other course do not meet state requirements, calculate any changes to their funding determination.***

5) To the extent possible, evaluate HCCS's and CICA's employment policies and determine whether they adequately promote fair hiring practices, including protecting against nepotism and conflicts of interest, ensuring employees' qualifications, and guarding against whistleblower retaliation. For a judgmentally selected number of employees and consultants from the past three years, including executives, review qualifications and determine whether the schools hired any employees or consultants because of nepotism or for any other reason resulting in an unqualified employee's hire and whether the selected employees', executives', and consultants' compensation aligns with compensation for such employees in similar districts.

6) Review financial information from HCCS and CICA and determine whether their budgeting and expenditures—including expenditures for housing, employee travel, marketing and recruitment, and political contributions—are appropriate and align with applicable requirements, similar institutions, and best practices.

7) Review the charter governing HCCS and CICA and determine whether the schools failed to comply with or violated their charter or applicable state law by serving students not covered by the charter.

8) Assess TRUSD's processes for ensuring that charter schools, including HCCS and CICA, meet the requirements of the Education Code. Determine the extent of TRUSD's oversight efforts of HCCS and CICA since 2018 and the cost of this oversight, and review whether TRUSD has responded appropriately to information regarding alleged violations at HCCS and CICA.

9) Survey current and former students and employees to gain perspective on the quality of the learning experience at HCCS and CICA, the frequency of student attendance, student work products and course workload, the schools' marketing strategies, any action taken toward whistleblowers, and other areas pertaining to HCCS's and CICA's responsibilities for achieving educational outcomes in compliance with state law.

10) Review and assess any other issues that are significant to the audit.

HCCTS Organization and School Structure

The Consultant met with HCCTS administrators in May 2024 and scheduled one-to-one meetings with HCCS and CICA teachers and para-educators, in order to understand practices related to attendance, as well as the organizational structure and operation of the schools. The Consultant also met with TRUSD administrators and reviewed attendance-related complaints registered with TRUSD about HCCTS.

In all, seventy-three teachers and sixteen para-educators, representing six locations chosen by the Consultant for size and program offerings, were interviewed, along with six charter school principals. These interviews took place between June 7 and June 25, 2024, and between August 19 and August 23, 2024. Additional meetings with HCCTS Administrators and TRUSD Administrative staff were held in August, September, and October 2024.

HCCS operates as a single charter school spread across multiple locations, with principals given responsibility for multiple sites. Each site also has a "lead" teacher. After an initial evaluation, students are assigned to one of three grade designations. Levels "zero" through "three" are classified as ninth grade, with the literacy level of students ranging from those who are illiterate in their own language and have never before attended school, to those with previous education and some proficiency in English. Level "zero" also includes a level "0.5" at some locations, as an intermediate step for students between levels zero and one. Collectively, this is labeled "International High School" or IHS. Most IHS teachers are assigned to a single level, although most classrooms ultimately include students who move through multiple levels during the school year, resulting in what might be best described as a "combination class" as found in a traditional elementary school. The main purpose of IHS is for students to become proficient in reading and writing English. Those that do so move on to the next levels.

The next designation is "Bridge," where specific high school level courses are taught while students' English language skills continue to strengthen. It is classified as tenth grade, serving levels 4 through 6, with one teacher providing instruction to all three levels in one class.

The High School program, or twelfth grade, provides instruction intended to result in students earning a diploma. There may be students assigned to multiple teachers based on courses, somewhat similar to a traditional high school schedule and setting. There is no limit to the number of years a student is allowed to move through various levels to graduation. HCCS contracts with trade schools for some Career Technical Education (CTE) offerings, including Cosmo Beauty Academy for cosmetology training, and Asher College, which offers certifications in A+ Information Technology, Medical Office Administration, and Office Administration. HCCS also offers some in-house CTE programs.

Students at all levels are enrolled in one of three tracks, "A," "B," or "C," which are essentially tied to their enrollment date. Because there is continuous enrollment and all tracks operate until the end of June, ending on the same date, they operate for a significantly different number of days and it is unclear why they do so outside of maximizing ADA, with nearly all classrooms including students enrolled in each of the three tracks.

Attendance Calendars and Classroom Schedules

From the California Department of Education Web Site:

School Calendar

For the purpose of attendance accounting, the attendance school calendar begins either the week of July 1, or the first week that students are scheduled to attend. It is common for charter schools to operate a five-day school week, however charter schools have the option to operate up to a six or seven-day school week (Sunday-Saturday). If the charter school offers classes on the weekend, it is counted as another instructional day and would be included in their divisor when calculating their ADA. Each school month consists of four full school weeks. Winter break may be included or excluded when configuring the school months for ADA reporting. A school month for the purpose of attendance accounting differs from a normal calendar month.

Reporting Deadlines

Attendance is reported based on full school months as of the cutoff date for each reporting period.

- *The First Principal attendance period, designated P-1, is the attendance count for all full school months during the period from July 1 through the last school month that ends on or before December 31 of the FY, and is used by the California Department of Education (CDE) to compute the P-1 Apportionment on or before February 20.*

- *The Second Principal attendance period, designated P-2, is the attendance count for all full school months during the period from July 1 through the last school month that ends on or before April 15 of the FY, and is used by the CDE to compute the P-2 Apportionment on or before June 25.*

- *The annual attendance period, designated Annual, is the attendance count for all full school months during the period from July 1 through June 30 of the FY, and is used by the CDE in combination with P-2 ADA to compute the Annual Apportionment processed at the P-1 Apportionment in the subsequent FY.*

Average Daily Attendance (ADA) is calculated three times per year, with the average attendance for each of the three tracks offered by HCCS summed separately. For 2022-23 and 2023-24, the Date Range and Days of Instruction reported at P-2 for both HCCS and CICA, and the published bell schedule, as provided by HCCTS, are shown on the next page:

FINAL REPORT-HCCTS STUDENT ATTENDANCE REVIEW

Year	Track	P-2 Date Range	Days at P2	Days Annual
2022-2023	A	8/15/22-4/13/23	155	201
2022-2023	B	8/29/22-4/13/23	145	191
2022-2023	C	9/12/22-4/13/23	136	182
Year	Track	P-2 Date Range	Days at P2	Days Annual
2023-2024	A	7/10/23-3/22/24	164	224
2023-2024	B	8/14/23-3/29/24	146	201
2023-2024	C	9/11/23-4/12/24	137	182

AM - M,Tu,W,F		
Period 1	8:30 a.m. - 10:43 a.m.	133
Period 2	10:47 a.m. - 1:00 p.m.	133
Lunch	1:00 p.m. - 1:30 p.m.	0
Period 3	1:30 p.m. - 3:43 p.m.	133
	Total minutes:	399

PM SCHEDULE A - M,Tu,W,F (USE PM SCHED. B FOR Ths)		
Period 5	3:00 p.m. - 5:25 p.m.	145
Break	5:25 p.m. - 5:35 p.m.	10
Period 6	5:35 p.m. - 8:00 p.m.	145
	Total minutes:	290

AM - Th		
Period 1	8:30 a.m. - 10:10 a.m.	100
Period 2	10:15 a.m. - 11:55 a.m.	100
Lunch	11:55 a.m. - 12:25 p.m.	0
Period 3	12:25 p.m. - 2:05 p.m.	100
	Total minutes:	300

PM SCHEDULE B - M,Tu,W,Th,F		
Period 5	4:30 p.m. - 6:25 p.m.	145
Break	6:25 p.m. - 6:35 p.m.	10
Period 6	6:35 p.m. - 9:30 p.m.	145
	Total minutes:	290

AFT - M,T,W,F (USE AM Th SCHED. OR PM SCHED. B FOR Ths)		
Period 3	12:00 p.m. - 2:13 p.m.	133
Period 4	2:17 p.m. - 4:30 p.m.	133
Lunch	4:30 p.m. - 5 p.m.	0
Period 5	5:00 p.m. - 7:13 p.m.	133
	Total minutes:	399

PM SCHEDULE C - M,Tu,W,Th,F		
Period 5	5:00 p.m. - 6:55 p.m.	145
Break	6:55 p.m. - 7:05 p.m.	10
Period 6	7:05 p.m. - 10:00 p.m.	145
	Total minutes:	290

(The PM Schedule B and C individual calculations for Periods 5 and 6 are incorrect, although the total minutes for both schedules is accurate.)

Students attending school in July 2022 were not claimed for ADA or instructional minutes. Beginning in July 2023, those students attending what had previously been considered a "Summer School" session, were counted for both.

Based on information provided by HCCTS, one day per week has a shorter instructional day to allow for staff meetings and professional development. Those days are shown under the heading "Short Days." The annual minutes calculation for Tracks A, B, & C for 2022-23 and 2023-24 are the same for all grades:

2022-23	Full Days	Minutes	Short Days	Minutes	Total Days	Total Minutes	Excess Days	Excess Minutes	Meets Requirements
Track A	159	399	42	300	201	76,041	26	11,241	Yes
Track A (PM)	201	290	N/A	N/A	201	58,290	26	(6,510)	No
Track B	151	399	40	300	191	72,249	16	7,449	Yes
Track C	144	399	38	300	182	68,856	7	4,056	Yes

2023-24	Full Days	Minutes	Short Days	Minutes	Total Days	Total Minutes	Excess Days	Excess Minutes	Meets Requirements
Track A	178	399	46	300	224	84,822	49	20,022	Yes
Track A (PM)	224	290	N/A	N/A	224	64,960	49	160	Yes
Track B	159	399	42	300	201	76,041	26	11,241	Yes
Track C	144	399	38	300	182	68,856	7	4,056	Yes

The minimum required annual instructional minutes for Grades 9-12 is 64,800. Therefore all tracks met the requirement for both the AM and PM schedules in 2023-24. According to HCCTS, all students on the PM Schedule are enrolled in Track A (PM). As shown in the table above, the Track A (PM) calculation for 2022-23 is short of the required minutes by 6,510. The minimum number of required instructional days is 175, which is met by all tracks in both years.

State Apportionment for school districts and charters is primarily based on attendance calculated at P-2. The third period, which is usually called P-Annual, but also sometimes referred to as P-3, reflects student attendance for the full year. Given that HCCS and CICA do not fall under compulsory attendance laws as all students are at least 22 years of age, and many of those adult students have children that end their school year in late spring, HCCS and CICA typically see a dip in attendance towards the end of the year since their school calendars run to the end of June, resulting in the Annual ADA for the school year decreasing from P-2.

Enrollment in 2022-23 was roughly two-thirds minority and two-thirds female. There are additional services provided to students at some locations, including a food bank, clothes closet, child care, and laundry. HCCS charter school principals are not assigned to a single site, but rather serve several locations and rotate their visitations. (The reporting structure as provided by HCCTS is included on the page five of this report.) For CICA, charter school principals are assigned a grade level and manage all locations for that grade level.

Reported Procedures for Classroom Attendance-HCCS

According to Section 22 of MOU Amendment No. 3 with TRUSD, "*Subject to District approval, the Charter School will establish and maintain an attendance reporting system to record and account for the Charter School's ADA, as defined in Title V California Code of Regulations section 11960*."

Highlands has utilized PowerSchool as its Student Information System (SIS) since 2016-17. Student attendance for HCCS is to be entered daily by the teacher.

Attendance is documented in two ways, electronically and manually. The electronic method is accomplished through a dedicated software application or "app," developed specifically for HCCTS by an employee of the charter school. This app is called "The Brain." The manual method of documenting attendance is recorded concurrently with manual sign-in registers created and maintained by the teacher.

The Brain was initially introduced for sharing school events and pushing announcements to students through the app. Among other services, the Brain app provides access to Bus Passes, translated support chat, Class chat, learning layers to identify speech, a student and staff directory, contact with a dedicated support team, a support ticketing system, housing, employment, classroom management, events and announcements, and push notifications in student's language. It can be targeted to specific students.

The following represents an implementation timeline provided by HCCTS concerning the roll-out of major updates to the Brain app relating to student attendance:

- Student attendance check-in was added for HCCS in March 2022, utilizing a QR code scanned by the student through the Brain app uploaded on their cell phone.
- In June 2022, teachers interested in using the app for attendance purposes were provided training.
- In September 2022, Attendance check-in stations were mounted on classroom walls.
- In October 2022, CICA was added to the process, with the Learning Report activated in the app for beta testing.
- In January 2023, the app was rolled out for all teachers' use in administering attendance.
- In May 2023, the app was updated.
- Adjustments to attendance logs were implemented in July 2023.
- A mobile phone version was rolled out in August 2023. At that point, Near Field Communication (NFC) functionality was developed, and mandatory training held for teachers. Classroom teachers retained the option to use either the QR code or the NFC.
- In February 2024, NFC station trainings were initiated. By April, Tap Attendance stations were rolled out to classrooms. Teachers had the option of creating additional NFC stations within their classroom, although nearly all maintained the single station

mounted on the classroom wall. The tap stations were intended to increase the speed and efficiency of the app for attendance check-ins. However, several small issues were encountered such as those described below.

- In July 2024, several issues were addressed in an update, including alphabetizing the student roster for teachers when they accessed the app for attendance, and linking student name and ID number. Section filters were added to help teachers organize class rosters, and a pop-up prompting teachers to submit absences was introduced. An "outbox" was also added, showing teachers what had been submitted and their position in the queue in PowerSchool, which helps teachers know the status of their submission if it did not upload immediately, as opposed to waiting for hours without knowing whether the submission had failed or was waiting to be processed.

It is possible for tracking to be utilized to require students to sign out of class, but that feature is not currently activated, since students are only required to sign in, not out of class. There is also a geo-tracking feature, although according to interviews of teachers and administrators it is not used for attendance.

There is a planned implementation incorporating Artificial Intelligence, which will be called "Brain AI" and include a knowledge base—i.e. student handbook, evacuation manuals, etc. The plan is that students will be able to ask the app a question and AI will provide the answer in the appropriate document in their language.

The Brain app has become a major source of recording and accounting for student attendance, in addition to resources which it connects to students.

Reported Classroom Attendance Check-In Procedure and Upload to PowerSchool

Using the Brain app, students check into class by tapping their phone against an NFC tag posted on the classroom wall. Per HCCS Attendance Procedures, students are required to do the following:

1. Students open the Brain app on their school-issued cell phone or personal device.

2. Students are provided a unique code connected to their student ID account.

3. Classrooms are equipped with an NFC chip that allows students to scan or tap their phone to record attendance into the Brain app. (For students without a phone, teachers can scan them in using a QR code)

4. Both students and teachers receive a confirmation that students have checked in to their class.

5. In the Brain app, teachers review an inbox of daily attendance logs to review, which shows all students who checked into classes.

6. Teachers select logs to submit to PowerSchool and can confirm attendance with a single click.

7. Teachers may remove logs if any record is inaccurate.

8. The teacher receives a confirmation that PowerSchool accepted the attendance.

The Brain app digitally records the following attendance information:

- Student Name and ID #
- Date & Time (when the attendance log was created)
- Course & Section #
- Attendance Code (absent, present)
- Attendance Method (student scan or manual)
- Teacher Name (who verifies and submits the attendance)
- Date and Time (the attendance log was submitted to PowerSchool)

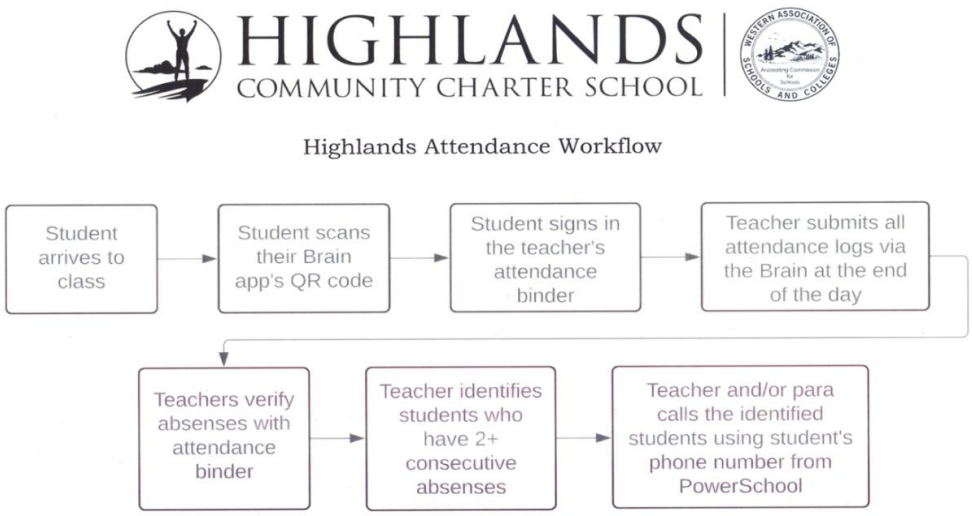
To prevent students from scanning in other students, the codes for each student expire and regenerate every two minutes. This is designed to discourage a student from using screenshots of their friends' or relatives' codes and scanning them for attendance. According to the HCCTS Coordinator of Innovative Learning, who developed the app in-house, implementation of additional security features, such as face recognition, is in process.

Teachers also maintain manual attendance binders, primarily as a back-up system. In addition to tapping the NFC tag, student attendance is recorded by pen and paper on a student roster located in the classroom and signed by each student. Teachers are to reconcile this manual record with the Brain app before sending attendance for that day to PowerSchool. These binders are maintained for the entire school year, but according to interviews, prior to 2023-24 were discarded at end of year.

According to HCCTS Administrators, during 2022-23 and 2023-24 the Brain app was not used for attendance purposes at contracted CTE sites, such as Asher. In those settings, the Brain app was used for non-attendance purposes and all attendance was input directly into PowerSchool.

The stated attendance goal for HCCS in its last petition (2019) was 67%. (Pg. 52, Charter Renewal Petition for Highland Community Charter School). According to information provided by HCCTS, the daily attendance rate (number of students attending any portion of a scheduled school day) was 55.24% as of P-2 in 2022-23, and 47.95% as of P-2 in 2023-24.

The attendance flowchart provided by HCCTS is shown on the next page:



According to attendance procedures furnished to the Consultant, HCCS attendance includes the following expectations of teachers and para-educators:

Student Absences

Students at Highlands are 22 years of age or older, meaning that their attendance in class is non-compulsory. Despite this, our teachers and paraeducators are expected to follow up with their students when they have been absent for more than two consecutive days. Teachers and paraeducators are able to access students' provided phone numbers via our Student Information System, PowerSchool.

During the study, it was not evident that there is consistent contact of students after two consecutive absences, as stated in the Attendance Procedure. One explanation for this procedure not being followed may be the large class sizes discussed later in this report.

In-Person/Zoom Meetings

The Consultant completed a series of interviews with HCCTS administrative staff as well as teachers, para-educators and principals in order to review policies, procedures, practices, controls, addressing of complaints, and compliance with regulations related to student attendance reporting. Administrative meetings were held that included Interim Executive Director (Mayra Valdivia), new Executive Director (Bill McGuire), Director of Executive Services (Natasha Lutsik), Chief Fiscal Officer (Matthew Lemos), Deputy Director (Brian Hamilton), Director of Instruction and Professional Development (Andrew Michaud), Director of Independent Study (Christina Martinez), Special Projects Coordinator (Sascha Hayes), Data Reporting and Analysis Manager (Mark Lutgen), Coordinator of Innovative Learning Products (Dr. Bobby Valentine), Director of Student Engagement (Mike Roessler), Chief Technology Officer (Vireak Chheng), and members of the Eide Bailly LLP independent audit firm that conducted the required annual audits of charter operations in 2022-23 and 2023-24.

Between June 7 and June 25, 2024, the Consultant conducted one-to-one in-person interviews with seventy-three HCCS/CICA teachers and six principals, and visited numerous classrooms at six locations. Between August 19 and August 23, Consultant conducted further one-to-one in-person interviews of sixteen para-educators at three sites.

The Consultant also met with an independent contractor hired by TRUSD to visit all sites and classrooms between Spring and Fall of 2024, in fulfillment of TRUSD oversight responsibilities.

OVERVIEW OF OBSERVATIONS AND FINDINGS

Observation of HCCS Attendance Procedures

Students arrive at class and sign in using two methods. One, they sign a manual register, often a printed out roster. Secondly, if students have access to the Brain app on either their phone or one issued by Highlands, they tap their phone to a contactless NFC reader mounted onto the classroom wall, which electronically records their attendance.



(Photo of TAP station in classroom)

In classes with larger enrollment, and especially those consisting of students with rudimentary English-language skills, para-professionals often assist students to ensure they properly check in through both methods.

At the end of each day, teachers review the Brain app in their phone, checking student attendance recorded against the manual register. Once teachers have confirmed attendance in the app, it is uploaded by the teacher to PowerSchool via the teacher's unique identifier code. In some cases, para-educators assist teachers in reconciling the two attendance records—without entering any data into PowerSchool—but ultimately teachers perform the final reconciliation of attendance.

Attendance is directly entered by the teacher for any student failing to tap their phone and appearing only on the sign-in sheet—some teachers do so in the Brain app and some into PowerSchool using an attendance code "P" for present. Some students who are not as familiar with technology, or those who have not yet downloaded the app or received a Highlands-issued phone, might only be recorded on the manual register. There is a "digital boot camp" for new students, training them in use of the technology, but some students are not literate even in their own language when they first enroll.

Some teachers utilize pre-printed class rosters for student sign-in sheets, while others use sign-in sheets of their own design. Some also maintain additional attendance registers electronically, in addition to using the Brain app and sign-in sheets. In larger classes (in March 2024, fourteen class rosters exceeded 200 students, and more than fifty percent of classes had 100 or more students enrolled), teachers indicated that if they did not personally recall seeing the student, they check with the para-professional to ensure that the student was physically in the classroom at some point before marking them present.

Students who were not present are marked "A" in PowerSchool by the teacher to signify an absence.

According to HCCTS administrators, teachers can make corrections in the Brain app before uploading. Once a student's attendance is uploaded into PowerSchool, it cannot be changed without obtaining approval from the technology department, as PowerSchool requires an Administrative clearance.

If a student is marked neither present nor absent, the student's attendance that day remains "null," which if not corrected will calculate as a day of attendance in PowerSchool. Such "nulls" are reviewed by Administrative staff at the Grand Avenue location, which then notifies any teacher who should review and correct attendance for that student. Nulls are most common with new students, who may start attending a class before appearing on the roster. The teacher reviews and records the appropriate missing attendance in PowerSchool for those students once they appear on the roll. Although nulls are counted as present in PowerSchool, they are removed in a PowerSchool query when reporting ADA. However, this renders attendance summary reports generated by PowerSchool inaccurate, and they are not reviewed or utilized by HCCTS staff.

Internal Controls

According to the Association of Certified Fraud Examiners (ACFE), The Committee of Sponsoring Organizations of the Treadway Commission (COSO) defines an internal control as, *"a process, effected by an entity's board of directors, management, and other personnel, designed to provide reasonable assurance regarding the achievement of objectives relating to operations, reporting, and compliance."*

Internal control is referred to as a process because it permeates an organization's operating activities and is an integral part of basic management activities. Internal control provides reasonable—not absolute— assurance because the possibilities of human failure, collusion, and management override of controls make this process imperfect. An internal control can comprise multiple processes. These processes might be in the form of documented policies or procedures or a written communication from management. Processes might also come in the form of actual activities, such as planning or checking. When internal controls are embedded in multiple processes, they are likely to be much more effective

Even though an internal control system is ultimately the responsibility of management, everyone within the organization can play a part in helping ensure that a control is working effectively. This can be achieved if people are familiar with the organization's objectives and have aligned their specific objectives accordingly. One individual's objectives might vary from another's due to their differing roles and responsibilities. Even though their specific objectives are not the same, they should still align with the organization's objectives. Management sets the tone for the organization and should ensure that all employees are aware of the importance of internal controls and have a clear understanding of management's expectations regarding standards of conduct.

State of Records at HCCTS

The Consultant found the charter's recordkeeping process sometimes confusing, lacking centralized responsibility or internal controls regarding enrollment and attendance accounting. As a result, requests for information sometimes resulted in delayed or confused responses. This did not seem to be the result of malfeasance or resistance, but more a lack of systems, a lack of defined responsibilities within the organization, and a lacking of understanding the purpose of requests.

Based on the findings and experience of the Consultant as described in this report, there are underlying internal control issues that contribute significantly to the attendance accounting issues noted in this report. While there are written procedures and expectations, they are often divorced from actual practice and do not seem to be consistently reviewed for compliance.

According to Administrative staff, teachers are able to change attendance in the Brain app, but interviews revealed that teachers vary in understanding their ability and/or authority to make corrections of student attendance. Some teachers by-pass the Brain app and enter attendance directly into PowerSchool. While principals are nominally tasked with instructing new

teachers in attendance rules and procedures, and videos are provided, based on the results of this study such training is not detailed and consistent.

There has also been a constant shift in internal attendance rules and requirements, most commonly over the past two years as a result of nearly monthly updates to the Brain app, which was developed in-house and instituted for a variety of purposes, including the taking of attendance.

This has also resulted in wide variations in attendance recording practices by teachers. While as of the date of this report the app seems to be functioning as intended, the complicated aspect of student attendance and lack of centralized training and oversight has resulted in teachers sometimes using the two systems distinctly from each other, with little consistency in implementation. While this inconsistency does not appear to be the cause of incorrect attendance reporting, such a result remains a possibility that contributes to diminishing confidence that ADA is being recorded correctly.

With a lack of centralized responsibility, many functions such as training teachers and para-educators, and evaluating the effectiveness of changes in attendance process and procedures, are less effective than they could be. Again this is not a matter of lack of responsiveness on the part of the charter school, rather it seems to be the result of a lack of coherent and consistent systems and clear command structure, analogous to the proverbial "building the plane while flying it," a scenario voiced by several of those interviewed and that seemed, in part, to become more evident as a result of the organization's rapid post-COVID growth.

Attendance Concerns

Although the Brain app is not formally regarded as the final record of attendance, its use in gathering attendance data and its interface with PowerSchool suggests that communication and interaction with the charter authorizer regarding its implementation and use prior to deployment represents a best practice. For instance, an upcoming update may contain some Artificial Intelligence (A.I.) features. On July 9, 2024, TRUSD and HCCTS staff met and agreed that HCCTS would create a binder containing standardized operating procedures in using the Brain app for attendance, which was to be completed by August 19, 2024. Then HCCTS was to contact their auditors and have them review and make recommendations. After that, the attendance system documentation would be sent to TRUSD for consideration. (Letter from HCCTS Executive Director Bill McGuire to TRUSD, July 16, 2024). As of the finalizing of this report, this new procedure is being developed.

In addition to students utilizing the Brain app to check into class, all HCCS students are required to sign in on a manual register, which is then verified against the electronic sign-in sheet to ensure attendance is accurate. There are students who lack a phone or the app and can only sign in manually until they qualify for a HCCTS issued phone, or successfully download the app to their own cell phone. As a result, the manual registers are an integral part of attendance documentation and those documents should be maintained for three years after the

end of the school year to which they apply. However, based on interviews, records for 2022-23 were disposed of at the end of that school year. The Consultant recommended that HCCTS implement a policy specific to the retention of manual attendance sign-in sheets beginning with 2023-24, in accordance with California Code of Regulations, Title 5, sections 16020-16030.

During interviews, most HCCS teachers reported regular instances of students either scanning in or signing into class and then immediately leaving. Some reported one to two students doing this per day, others reported several or more exhibiting the same behavior. Those teachers with large rosters, primarily in the Level 0-3 classrooms, reported the most difficulty preventing this, or indicated they were under the impression they were powerless to do anything about it. According to teachers interviewed, those students are counted as present in most cases. Some teachers indicated they did not allow students to simply sign in and leave, responding by changing attendance in the system to absent. Other teachers required students to stay for a minimum period of time in order for them to be marked present. Some provided homework packets and gave them attendance credit when work was turned in, pointing to the difficulty many students have with work schedules and parental responsibilities. Some teachers, noting they are "at will" employees, expressed helplessness in addressing the issue, explaining they have been instructed in the past that if a student appears even for one minute, they are considered present and are to be marked as such.

Of the forty-one HCCS teachers interviewed, 60% indicated that they see students regularly sign in and leave immediately, or leave after being given a homework packet. The remainder require that students attend, generally for a half-hour to an hour, in order to receive attendance credit. Since the students are adults and do not fall under compulsory attendance laws, there is no matter of, or recordkeeping for, truancy. Even if marking students present who have no intention of attending class is technically an allowable practice, it raises the issue of quality of education and whether some students are treating HCCS as if it is an Independent Study program. Student attendance also directly correlates to student expectations and academic success, so not tracking this seems a lost opportunity to evaluate program effectiveness and integrity.

It is not clear that teachers have been effectively trained to understand the differences and implications of a student being marked present versus having an excused absence, in which case work can be assigned and returned later for academic credit. Students also gain or maintain public benefits or meet legal requirements for programs when marked present. There is definite inconsistency in understanding attendance policies and what can and cannot be done in the software system. The practice of allowing students to "drive-by" is a matter of concern for teachers. It also seems to be in conflict with state guidance to auditors and the charter's published expectations for students.

Teachers receive notification in the Brain app of the student sign-in and the location where it occurred. Several reported that students sometimes sign in at other sites, as the Brain app does not prohibit it. HCCTS administrators indicated that this was allowed in the software because of events or orientations being held at an alternate location that qualified for student

attendance. However, several teachers indicated their suspicion that some students are taking advantage and signing in for themselves or for others at another location without attending class. Others reported instances of students bringing an absent spouse's phone to class and tapping their attendance. The current security in the Brain app, including a limited time to complete the sign-in process, does not prevent this. If caught, according to those interviewed, attendance was changed in most cases.

Several teachers reported that with the June 2024 update of the Brain app, they could no longer see where a student signed in if they did so at another site, while others said the information was there but they had to dig for it. Some teachers indicated that because of this they do not upload attendance from the Brain app, but instead input attendance manually into PowerSchool.

(During interviews conducted in August 2024, the consensus of those interviewed was that for the 2024-25 school year, students caught scanning in or signing in for others were at risk of being expelled. Students were also required to physically attend for at least a minimum amount of time, although not for the entire class schedule. It is not clear that at that stage all teachers were applying this new rule across the board, and staff indicated inconsistent messaging from administrators in this regard.)

During on-site in-person interviews, teachers stated they do not mark any student present they or their para-educator have not seen, and none reported pressure to fabricate attendance, or inappropriate pressure to improve it.

ADA records were reviewed for each student, provided by HCCTS from PowerSchool via query and used to document ADA for state reporting. Each student who attended prior to P-2 was listed by track, Student ID# and #ADA generated. There were no instances found of students enrolled and earning ADA on multiple tracks, or earning more than one ADA in one year at HCCS or CICA for 2022-23 or 2023-24. The ADA reported for each track matched the P-2 ADA reported to the State.

Enrollment and Class Sizes

During site visits, it was observed that some HCCS classrooms were almost entirely full, with some students standing along the walls of the classroom, and students constantly arrive and depart during the class period. By the afternoon, the classrooms were almost completely empty.

Further inquiry revealed some class rosters nearing four hundred students. Many of these classes see new students enroll nearly every day. Since new students are not enrolling from another school, and a student arriving in May is placed in class the same as a student who began in August, issues arise for teachers attempting to create a coherent and continuous course of instruction throughout the year. Much work ultimately is provided through online software, such as Burlington English, with students progressing at varying rates.

In addition, while sites have lead teachers, principals are responsible for multiple locations and there often is no administrator on site.

HCCS Principals provided class level enrollment information for a sampling of school sites selected by the Consultant at the end of May/early June 2024. One site had four classes with rosters of more than 200 students, with the highest at 334. Five of six classes had more than 90 students attending at some point during the day, with two classes hosting 192 and 210 students on average for the last two weeks of May.

Another site with eight classes had seven with rosters exceeding 200 students, five of those having more than 100 students attending on average at some point during the day.

A third site with four classrooms had three classes with rosters ranging between 180 and 221 students, and daily attendance averaging between 91 and 121 for those three classes.

Of the forty-one HCCS teachers interviewed, thirty reported rosters of 100 or more students. Ten had rosters of 200 or more. Smaller class sizes were observed at the high school level, while large rosters were the norm at Levels zero through three.

As a result, it was decided to review class sizes for all of HCCS during 2022-23 and 2023-24.

The information received from HCCTS for HCCS enrollment in response to that request revealed seventeen classes in March 2023 with rosters of 150 or more students, including one class with 481 students, and ten exceeding 200 students. In March 2024, twenty-four class rosters exceeded 150 students, including one with 420 students. Enrollment in fourteen classes exceeded 200.

Most teachers assigned to Levels 0-3 reported rarely seeing more than half of their students on a given day, who they indicated often treat HCCS almost as if it were CICA, without having to report for a Zoom or in-person session with a teacher once or twice per week as required by that school. A review of 74 classrooms during March 2023 revealed 45 in which teachers saw less than half of their students on average. Of the 8,352 students on rosters that month, an average of 4,307, or 51.57%, attended on any given day.

Of the 98 classes surveyed in March 2024, 77 recorded attendance that on average represented less than half of the number of students on the roster. Of the 12,239 students on rosters, an average of 5,626, or 45.97%, attended on any given day that month.

These large class sizes have clearly been common for the past two years. As previously described, one teacher had a roster of nearly 500 students at one point before the class was split. Classes of these sizes call into question the ability of teachers to accurately take roll—an issue that the Brain app attempts to address—as well as the ability to provide adequate instruction. It is unclear that the class-sizes listed in the SARC reflect actual class sizes. In interviewing 36 HCCS teachers with classes at Levels 0-3 or Bridge, the average size of the roster in June 2024 was 169 students, with the average number attending at some point during the day at 68. Enrollment and class sizes in the SARC should also be reviewed in light of the number of students attending during the year and P-2 ADA generated in relationship to the

number reported each year on the October census date. Below is the table of class sizes for March 2023 and March 2024 based on information provided by HCCTS:

Table of Class Sizes—HCCS

	March 2023	March 2024
# Classes	74	98
Classes 0-49	10	13
Classes 50-99	35	30
Classes 100-149	12	31
Classes 150-199	7	10
Classes 200 +	10	14
Enrollment	8,352	12,239
ADA	4,307	5,626
Avg Class Enrollment	112.86	124.89
Avg Class Attendance	58.20	57.41
Attendance Rate	51.57%	45.97%

Observations of classrooms during this study indicate that the larger classes lack physical capacity for that many students at one time. Para-educators, teachers and principals were asked about procedures when more students show up than can be accommodated in the physical space. The answers varied by site. In some cases, students are told to wait until a spot opens up. In other instances, students arriving when class is full are given homework packets and sent home to work online in Edmentum, Burlington English, or Google Classroom. Sometimes classes are split and a para-educator assists students working online, with the teacher floating between the classroom and the overflow.

In all instances it was reported that students do not attend the entire day, most often attending for two to three hours at most.

Despite the student handbook declaring, “Students are expected to be in school daily and stay for the entire time of your program of study,” in practice there is no expectation of students doing so and in most instances none do. Students tend to arrive and leave in “shifts.” It is unlikely to find a single student attending an entire scheduled day. Teachers repeatedly spoke about students having work schedules or family commitments that made such full-day attendance impossible, so they did not press the issue. With just under 48% of students recorded as present on an average day for the 2023-24 school year, and students often attending in “shifts,” actual attendance in a classroom at any one time, based on observations of classrooms during this study, is almost certainly less than 48%.

Because is it impossible for students in most Level 0-3 classes to attend a full instructional day should they all arrive, it is not possible to affirm that HCCS offers the required instructional minutes in a manner that meets state requirements to qualify for ADA.

The inability for many students to attend full days in person also calls into question whether HCCS meets the audit guide standard of offering at least 80 percent of instructional time at the

school site, as required in Section BB, sub-sections 1b and 1d of the 2023-24 Audit Guide, and of requiring them to physically attend for that 80% minimum of instructional time. The splitting of classrooms when too many students are present also raises the question of whether in those instances a para-educator is effectively supervising the class, instead of the certificated instructor.

Among those interviewed, teacher experience at HCCS ranges from a few months to several years. Approximately half of the teachers interviewed had three or more years of experience at HCCS, while approximately sixty percent possessed overall teaching experience, including at other educational institutions, of three or more years. Roughly twenty-five percent had one year or less of teaching experience at HCCS, and about fifteen percent had one year or less of overall experience, inclusive of time spent at other educational institutions.

Calendar and P-2 Reporting

HCCTS provided the Consultant a work paper outlining its methodology for reporting P-2 and Annual ADA to the State after implementing the attendance function of the Brain app. In this paper, it is stated that:

"HCCTS opted to utilize direct PowerSchool SQL queries for extracting attendance data instead of relying on standard PowerSchool reports due to a limitation caused by how PowerSchool captures attendance data and how attendance is synced with the Brain. Specifically, PowerSchool interprets any attendance records not explicitly entered by a teacher as 'Present.'

"This default behavior creates a risk of overreporting ADA, as students with unknown attendance statuses may incorrectly appear as present. To ensure that ADA is calculated based only on verify (sic) *attendance records, HCCTS requires that all data used in reporting must reflect attendance status actively entered by the teacher. By directly querying the database, we eliminate the risk of including unverified or inferred attendance data. This approach aligns with our commitment to accuracy and compliance, as it prevents our school from claiming ADA for students whose attendance status is uncertain due to this limitation.*

"This method has been consistently validated through external audits and considered to be a reliable mechanism for producing ADA reports."

While a list of all ADA by student, pulled from the PowerSchool query, is supplied to TRUSD by HCCTS, it is unclear that this change to utilizing a query in the attendance reporting procedure was communicated to TRUSD for review and approval.

Additionally, as noted earlier in this report, CDE requirements for calendars are that they begin with the first week of instruction and consist of four full school weeks—they are not the same as calendar months. In discussion with HCCTS staff, it appears that instead of using an attendance school calendar as required by the State Department of Education, the charter school used incorrect calendars for purposes of reporting ADA. While this does not impact the

calculation of annual ADA, it did result in erroneous divisors being used to calculate P-2 ADA for both HCCS and CICA in 2022-23 and 2023-24.

The divisors as reported by HCCTS for HCCS and CICA in 2022-23 were 155 days for Track A, 145 days for Track B, and 136 days for Track C, with the final full school month before P-2 ending on April 13 for all tracks.

However, based on the start days for each track, the number of days at P-2 (excluding Winter Break, as was done in 2023-24) should have been 151 for Track A, 131 for Track B and 132 for Track C, with the final school months before P-2 ending on April 7 for Tracks A and C, and on March 24 for Track B. (Note: If Winter Break is included, the days should have been 141 for Track A, 131 for Track B and 122 for Track C, with P-2 ending on March 24 for Tracks A & C, and on April 7 for Track B.)

Random sampling of twenty CICA students in 2022-23 (see page 45) resulted in an over reporting of 0.14 ADA to the State (10.74 ADA vs 10.88 ADA). Including Winter Break resulted in a sampling error of 10.46 vs. 10.88 ADA.

The divisors as reported by HCCTS (with Winter Break excluded) for CICA in 2023-24 were 174 days for Track A, 156 days for Track B, and 137 days for Track C, with the final full school month before P-2 ending on April 5 for Track A, and April 12 for Tracks B and C. It is noted that the provided calendar also excludes Thanksgiving Break, which is not allowed.

However, based on the start days for each track, (with Winter Break excluded and Thanksgiving Break included) as the number of days at P-2 should have been 169 for Track A, 151 for Track B and 132 for Track C, with the final school months before P-2 ending on March 29 for Track A, and on April 5 for Tracks B and C.

During sampling it became clear that a divisor of 179 was used in reporting Track A P-2 for CICA to the State, a divisor of 156 was used for Track B, and of 137 for Track C. As a result, it is possible the end dates for P-2, as was the case in 2022-23, were not adjusted, with April 12 as the last student attendance day before P-2 being used for all tracks. Using this methodology matches all tracks to the number of days used as the P-2 divisor for 2023-24.

Random sampling of twenty CICA students in 2023-24 (see pages 46-47) resulted in an under reporting of 0.24 ADA to the State for these twenty students (14.37 ADA vs 14.13 ADA). Since the same issues regarding the exclusion of Thanksgiving Break and its impact on the attendance calendar apply to HCCS, and all ADA for individual students was inaccurate, support for P-2 ADA reported to the State could not be validated for either HCCS or CICA in 2022-23 or 2023-24. Attendance Calendars need to be corrected for both years and P-2 ADA re-run for both schools.

Following is a comparison of the calendars used for CICA to calculate P-2 divisors versus the calendars that should have been used. For 2022-23, the left column represents the Academic Calendar as used, with common end dates for each track, and for 2023-24 the CICA Attendance calendar with both Thanksgiving Break and Winter Break excluded. The right column for both charts displays the calendar (excluding Winter Break) that should have been

used per CDE guidelines. The same attendance calendar was apparently used in 2022-23 for both CICA and HCCS.

HCCTS SCHOOL CALENDAR COMPARISONS 2022-23- Excluding Winter Break

Academic School Calendar			Attendance Calendar per CDE	
TRACK A			TRACK A	
Month 1	Aug 15-Aug 31	13	Aug 15- Sep 9	19
Month 2	Sept 1 - Sept 30	21	Sept 12 - Oct 7	20
Month 3	Oct 1 - Oct 31	21	Oct 10 - Nov 4	20
Month 4	Nov 1- Nov 30	16	Nov 7 - Dec 2	14
Month 5	Dec 1 - Dec 31	17	Dec 5 - Jan 13	20
Month 6	Jan 1 - Jan 31	16	Jan 16 - Feb 10	19
Month 7	Feb 1 - Feb 28	19	Feb 13 - Mar 10	19
Month 8	Mar 1 - Mar 31	23	Mar 13-Apr 7	20
Month 9	Apr 1 -Apr 13	9		
TOTAL AT P-2		155	TOTAL AT P-2	151
TRACK B			TRACK B	
Month 1	Aug 29-Aug 31	3	Aug 29- Sep 23	19
Month 2	Sept 1 - Sept 30	21	Sept 26 - Oct 21	20
Month 3	Oct 1 - Oct 31	21	Oct 24 - Nov 18	19
Month 4	Nov 1- Nov 30	16	Nov 21 - Dec 16	15
Month 5	Dec 1 - Dec 31	17	Dec 19 - Jan 27	19
Month 6	Jan 1 - Jan 31	16	Jan 30 -Feb 24	19
Month 7	Feb 1 - Feb 28	19	Feb 27 - Mar 24	20
Month 8	Mar 1 - Mar 31	23		
Month 9	Apr 1 -Apr 13	9		
TOTAL AT P-2		145	TOTAL AT P-2	131
TRACK C			TRACK C	
Month 1	Sept 12 - Sept 30	15	Sept 12 - Oct 7	20
Month 2	Oct 1 - Oct 31	21	Oct 10 - Nov 4	20
Month 3	Nov 1- Nov 30	16	Nov 7 - Dec 2	14
Month 4	Dec 1 - Dec 31	17	Dec 5 - Jan 13	20
Month 5	Jan 1 - Jan 31	16	Jan 16 - Feb 10	19
Month 6	Feb 1 - Feb 28	19	Feb 13 - Mar 10	19
Month 7	Mar 1 - Mar 31	23	Mar 13-Apr 7	20
Month 8	Apr 1 -Apr 13	9		
TOTAL AT P-2		136	TOTAL AT P-2	132

For 2023-24, if the date for P-2 is extended to April 12 for Track A, the divisors of 179, 156 and 137 match the divisors actually used by CICA as noted on page 33:

CICA SCHOOL CALENDAR COMPARISONS 2023-24--Winter Break Excluded

CICA Attendance Calendar			Attendance Calendar per CDE	
TRACK A			TRACK A	
Month 1	Jul 10- Aug 4	20	Jul 10- Aug 4	20
Month 2	Aug 7-Sept 1	18	Aug 7-Sept 1	18
Month 3	Sept 4-Sept 29	19	Sept 4-Sept 29	19
Month 4	Oct 2 - Oct 27	20	Oct 2 - Oct 27	20
Month 5	Oct. 30 - Dec 1	19	Oct. 30 - Nov 24	14
Month 6	Dec 4- Jan 12	20	Nov 27- Dec 22	20
Month 7	Jan 15- Feb 9	19	Jan 8- Feb 2	19
Month 8	Feb 12-Mar 8	19	Feb 5-Mar 1	19
Month 9	Mar 11-Apr 5	20	Mar 4-Mar 29	20
TOTAL AT P-2		174	TOTAL AT P-2	169
TRACK B			TRACK B	
Month 1	Aug 14-Sept 8	19	Aug 14- Sep 8	19
Month 2	Sept 11 - Oct 6	20	Sep 11 - Oct 6	20
Month 3	Oct 9 -Nov 3	20	Oct 9 - Nov 3	20
Month 4	Nov 6- Dec 8	19	Nov 6 - Dec 1	14
Month 5	Dec 11 - Jan 19	19	Dec 4 - Jan 12	20
Month 6	Jan 22-Feb 16	20	Jan 15- Feb 9	19
Month 7	Feb 19 - Mar 15	19	Feb 12 - Mar 8	19
Month 8	Mar 18-Apr 12	20	Mar 11-Apr 5	20
TOTAL AT P-2		156	TOTAL AT P-2	151
TRACK C			TRACK C	
Month 1	Sept 11 - Oct 6	20	Sep 11 - Oct 6	20
Month 2	Oct 9 -Nov 3	20	Oct 9 - Nov 3	20
Month 3	Nov 6- Dec 8	19	Nov 6 - Dec 1	14
Month 4	Dec 11 - Jan 19	19	Dec 4 - Jan 12	20
Month 5	Jan 22-Feb 16	20	Jan 15- Feb 9	19
Month 6	Feb 19 - Mar 15	19	Feb 12 - Mar 8	19
Month 7	Mar 18-Apr 12	20	Mar 11-Apr 5	20
TOTAL AT P-2		137	TOTAL AT P-2	132

Note--CICA Calendar incorrectly excludes Thanksgiving Week

The HCCS attendance calendar for 2023-24 included Winter Break, but also incorrectly excluded Thanksgiving Break. The following is a summarized difference between the P-2 divisors for HCCS per the calendar provided, and the divisors per a calendar created per CDE instructions, also including Winter Break, and properly including Thanksgiving Break:

	HCCS Calendar	CDE Calendar
Track A	164	179
Track B	146	141
Track C	137	122

HCCS Questioned ADA—College Oak Holiday Closure

On August 9, 2023 and March 27, 2024, the College Oak location, which is a local mosque, was closed—on August 9 due to staff development and on March 27 due to Muslim holidays. Some teachers taught those days at another location and some students opted to attend at the alternative location. However, a number of students were provided with Short-term Independent Study assignments. Although it may be possible that an alternative classroom setting was available for students on those days, making the short-term IS assignment voluntary as is required, for the 2023-24 school year Short-term Independent Study had to be offered for a minimum of three days. Since it was offered only for one day, it appears that those days of attendance are not eligible for claiming apportionment funding.

In addition, on August 9, 2023, based on information provided by HCCTS, only 21 students appeared in person at another location, while 523 opted for short-term Independent Study, making it difficult to claim that another location was available for students if they did not want to participate in Short-Term IS.

On March 27, 2024, 737 Track A students, 103 Track B students and 842 Track C students opted to attend in person at another location.

For August 9, 2023, the questioned number of days of apportionment, representing days claimed for Short-term IS, for Track A is 523—Tracks B and C had not yet begun their year.

For March 27, 2024, the questioned number of days of apportionment for Track A is 218, for Track B, 40 and for Track C, 246.

The questioned P-2 ADA for Track A for both days results in a decrease of 4.26 ADA, a decrease of 0.26 ADA for Track B and a decrease of 1.79 ADA for Track C, resulting in a total ADA decrease of 6.31 ADA.

At a 2023-24 funding rate of $12,015 per ADA for Grades 9-12 plus a grade span adjustment of $312 per ADA, for a total of $12,327 per ADA, the total questioned costs amount to $77,783.

CICA School Structure

Similar to HCCS, CICA operates as a single school, spread across multiple locations. But unlike HCCS, Principals are assigned to administer specific levels (IHS, Bridge, HS). They are responsible for all locations for the level they are assigned.

As with HCCS, the school is divided into three "grade-level" designations. Levels zero through three represent ninth grade and students range in education from those who are illiterate in their own language and may have never attended school, to students with some education background and some proficiency in the English language.

The next level is "Bridge," in which specific courses are taught, representing tenth grade, and serving as a qualifier to the High School program, or twelfth grade, from which students can earn their diploma.

Students at the "Bridge" level or at the High School level may also be attending CTE courses. CTE instructors are to provide attendance to the Independent Study teacher in order to mark attendance for the students in those courses, in addition to their regular Independent Study work.

As with HCCS, beginning in 2020-21, students who were English Learners were transferred from an Adult Elementary Education program to an International High School (IHS) program, with a resulting change in grade designation and funding from Grades 1 and 2 to Grades 9 and 10. According to CICA's Student Accountability Report Card, students enrolled in IHS in 2020-21 represented just above one percent of students enrolled as of the census date. By 2022-23, 70 percent of the students enrolled in the Independent Study School were IHS or Bridge students, designated as either Grade 9 or 10. This coincided with major expansion in CICA's total enrollment, from 363 to 2,202.

According to CICA's SARC report, in fiscal year 2019-20, 29 of 169 students as of the census date were either Grades 1 or 2. In 2020-21, students enrolled as either Grade 9 or 10 (the previous Grade 1 and 2 designation) had dropped to 5 of 363 students. By 2021-22, the number of Grade 9 and 10 students had risen to 284 of 780. By 2022-23, 1,542 of 2,202 students enrolled were Grades 9 and 10.

Classroom Attendance Procedures-CICA

The Consultant conducted in-person one-to-one interviews with 31 CICA teachers representing three locations between June 7 and June 13, 2024.

According to those interviewed, enrolling students attend a centralized orientation during which they are trained in the use of technology employed by CICA—called Digital Literacy Training—and are provided an Independent Study Master Agreement, which they sign digitally. Once this process is completed, the teacher is notified and receives a copy of the IS Master Agreement in English through the Brain app. At that point the teacher digitally signs and the student is enrolled.

There is a Compliance Team that reviews CICA paperwork. The following is an explanation provided by CICA administration of the team's role, process and procedures:

"Not really involved in the enrollment process. We are responsible for the monthly checks on teacher rosters as part of the IS check in process to see if the teachers roster or students courses has been updated and we track that accordingly. The teacher is informed by a counselor when they have a new student and when the student is going through the orientation process they sign the Master Agreement in the Brain as part of the onboarding process. The compliance team is responsible for verifying that the Master Agreement has been signed and accurate, the Learning Report and work samples have been submitted and accurate, and that attendance has been submitted for the student. Attendance is audited by [the Academic Services Generalist], *who acts as an attendance clerk for one of his responsibilities. He runs attendance audits in PowerSchool to make sure the attendance being captured in the Brain is synching up with PowerSchool based on the information submitted through the Brain by the teacher."*

New IS Master Agreements for continuing students are digitally signed by each student prior to commencement of the next unit of study, or the school year, as appropriate.

IHS Students (Levels 0 to 3) and Bridge students are expected to attend, either via Zoom or in person, synchronous instruction through two-hour classroom sessions twice per week—this was changed in Spring 2024 from four sessions per week. In addition, they are assigned homework which must be submitted according to deadlines set by the teacher. Some teachers assign work daily, most online through Google Classroom or Edmentum. Burlington English is utilized for students learning English.

At the HS level, students work through individual units of study at their own pace, although they must be completed in a specific period of time, (i.e. five weeks). Students must demonstrate a minimum amount of progress each week in order to earn apportionment credit. New IS Master Agreements are completed for each individual unit of study.

Many teachers also provide office hours or schedule periodic meetings with each student.

Students are marked present or absent for the sessions offered twice per week, with apportionment credit for the remaining days dependent on work being turned in by the student.

High school level students generally meet with their teacher once per week for an hour, since they are more able to work independently.

Students who have not submitted their assignments are first contacted by the teacher. If this does not result in contact, the teacher may request contact through the Intervention team, which will assign a para-educator with knowledge of the language and culture of the student in question to make contact. If that contact is unsuccessful in achieving re-engagement, the student is sent a letter warning them that they will be dis-enrolled within a certain period of

time—this is referred to as a "Leave of Absence" or "LOA." Most teachers interviewed reported multiple instances of students being placed on LOA during the year.

According to the CICA Tiered Re-Engagement Strategy, teachers are instructed to review their rosters at the end of each learning period (twenty-day school month) to determine if any students need to be referred for LOA. The majority of teachers during interviews indicated having at least one student currently being evaluated for potential LOA.

At the high school level, it is expected that a student missing more than three assignments will also meet with a counselor, rather than having a para-educator reach out to them. High School teachers are expected to make contact with each student at least once per week.

Teachers maintain student engagement logs in various ways. Generally, contact is documented through the twice-weekly classroom sessions. Other significant contacts are recorded in PowerSchool. Some teachers maintain a log of their own making, documenting other types of student contact.

At the end of each twenty-day school month—or learning period—the teacher submits apportionment credit as well as two work samples for each student via the Brain app to the Compliance Team.

According to the IS Master Agreement, the following is to take place when a student misses assignments:

Board Policies: We understand for students in all grade levels and programs, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be 20 school days. After 2 missed assignments or when a student's educational progress falls below satisfactory levels, an evaluation will be made, to determine whether it is in the best interests of the student to remain in independent study. A student's progress falls below satisfactory levels as determined by the Highlands Community Charter and Technical Schools' Multi-tiered Systems of Support ("MTSS") procedures which considers ALL of the following indicators:

- *i. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).*
- *ii. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.*
- *iii. Learning required concepts, as determined by the supervising teacher.*
- *iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher*

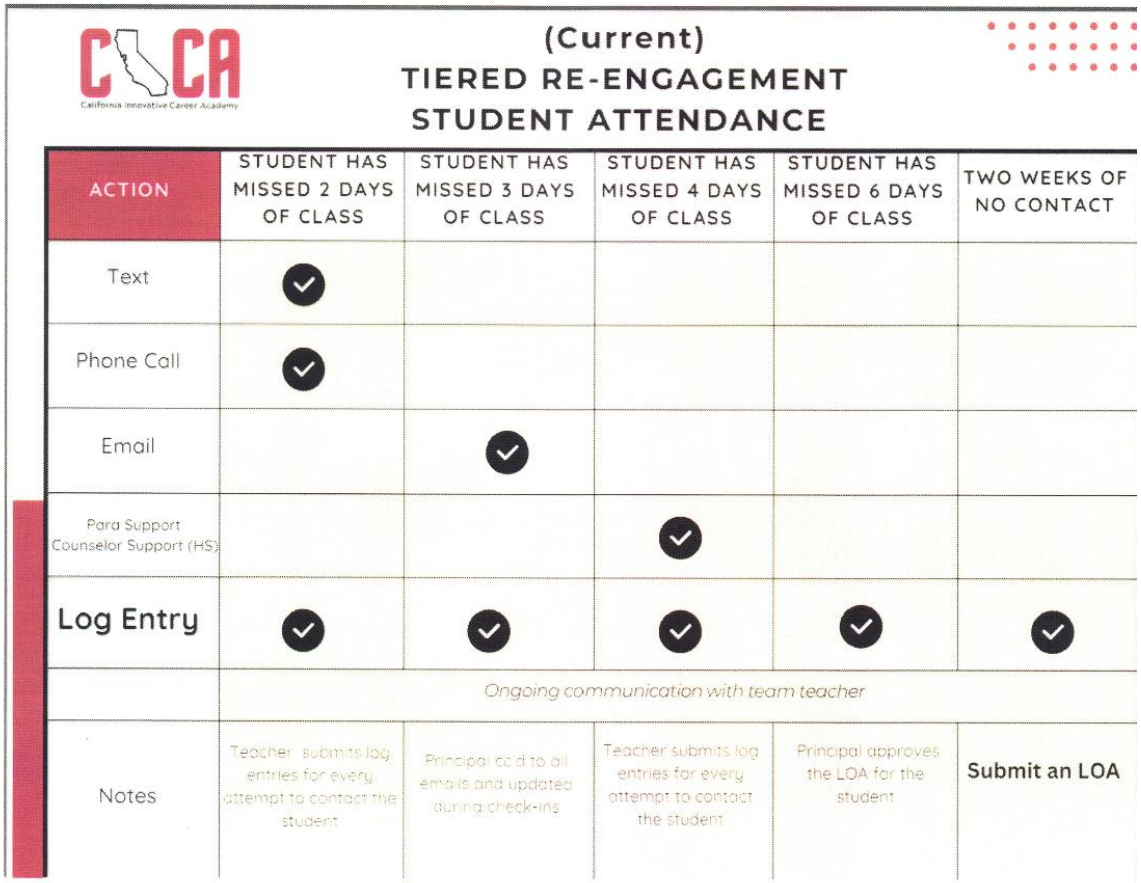
It is unclear whether the LOA process, which is not mentioned in the IS Master Agreement, complies with Board Policy and the IS Master Agreement.

Shown below is a CICA student re-engagement schedule:

CICA Tiered/Student Re-engagement 23-24

Below are the Principals' expectations for teachers. Expectations are shared wi
teachers during teacher onboarding and again during their one-on-one check-in
Teachers and Principals review how to complete log entries in PowerSchool to docume
student interactions and concerns and needed student support and outreach.

International High School (IHS) and Bridge:



(Current)
TIERED RE-ENGAGEMENT
STUDENT ATTENDANCE

ACTION	STUDENT HAS MISSED 2 DAYS OF CLASS	STUDENT HAS MISSED 3 DAYS OF CLASS	STUDENT HAS MISSED 4 DAYS OF CLASS	STUDENT HAS MISSED 6 DAYS OF CLASS	TWO WEEKS OF NO CONTACT
Text	✓				
Phone Call	✓				
Email		✓			
Para Support Counselor Support (HS)			✓		
Log Entry	✓	✓	✓	✓	✓
	Ongoing communication with team teacher				
Notes	Teacher submits log entries for every attempt to contact the student	Principal cc'd to all emails and updated during check-ins	Teacher submits log entries for every attempt to contact the student	Principal approves the LOA for the student	Submit an LOA

High school:

Teacher Communication
You should be communicating with your students on a weekly basis. (Via Phone call, text, email.) If you have a student who needs a resource, you will need to communicate that with your counselor. 24-48 hour response time via email. No need to *reply all* to emails sent to all staff.

Log Entries/Leave of Absence
At the end of each week please input log entries for your students for the following reasons: • Missed their student/teacher meeting • Not making adequate progress • Not communicating If a student continuously does not make meetings, does not communicate with you, and does not make academic progress they will need to be placed on a leave of absence. Before placing a student on a leave of absence you will need to communicate that with them. At the end of each learning period you will take a deep dive into your roster and determine if any student needs to be placed on a leave of absence. We can not continue to hold students who are not making progress. If you place a student on an LOA please make sure credits earned are up to date in PS.

The same IS Master Agreement is used for IHS, Bridge and HS levels, despite the fact that student contact is handled differently in each setting. For example, at the High School level, students meet with the teacher once-per-week. Generally there appears to be no consistent, daily contact as required in the IS Master Agreement, which states:

Reporting: We understand that students are required to report to their teacher(s) as scheduled to submit assignments and for reporting his or her progress as follows: Manner: through online messages, email, phone or in-person; Frequency: at least once per school day, M-F; Time: 8:00 a.m.-5:00 p.m.; Place: virtually or in-person.

During interviews it could not be determined that this process is being consistently followed by teachers, and there does not appear to be a centralized format for an "engagement log" of student contacts. Some teachers keep personal logs of contact, while others post "important" contacts into PowerSchool. Some teachers indicated they contact students per the IS Master Agreement, some do not, emphasizing the twice-per-week classroom sessions. Some teachers indicated they post student contacts into PowerSchool, and others do not. Many teachers were unfamiliar with the term "engagement log," thinking it had to do with synchronous instruction.

CICA Attendance Concerns

The Consultant was unable to determine who records student apportionment credit for assigned work. Samples are submitted to a Compliance Team, but some teachers interviewed appeared to be defining student attendance credit as confirmed by the uploaded work samples, and others seemed to be referring to the daily, weekly or monthly assignments.

It also could not be determined how non-apportionment for students is recorded, since during 2023-24 apportionment credit was pre-populated in the attendance system. Attendance statistics provided by HCCTS for CICA showed all sites at virtually 100 percent, and student sampling likewise showed evidence of all students earning full apportionment credit. The Director of Independent Study indicated that students who attend only once or twice are removed from the system, and any days they attended are not claimed as ADA by the charter school. The high attendance rate was attributed to the intervention process.

Due to a lack of training, there appears to be a lack of consistency on the part of many teachers regarding how attendance is earned by a student in Independent Study. In some instances, teachers mark only the synchronous attendance credit, the implication being that they understand the Compliance Team makes the determination of other attendance credit based on student work. Other teachers interviewed admitted not understanding how to mark attendance for Independent Study students beyond the synchronized learning sessions. Again, the pre-populating of apportionment credit creates the possibility of over-reporting ADA.

It is unclear that all teachers understand that work must be assigned for each school day, with the teacher determining how much work that represents for each individual student.

In addition, based on the interviews and lack of supportive documentation of adequate training, the available information presented is characteristic of there being no consistent procedures for CTE teachers to provide attendance to the Independent Study teacher for applicable students.

No interviewees indicated they were forced to change attendance or banked work to improve attendance.

ADA records for all students for which ADA was claimed at P-2, provided by HCCTS from PowerSchool and used to document ADA for state reporting, were reviewed. Each student was listed by Student ID# and #ADA generated. There were no instances of students enrolled and earning ADA on multiple tracks, or earning more than one ADA in one year at CICA for either 2022-23 or 2023-24.

Other Concerns

During this study, based on interviews, available documentation, and the absence of clear and reinforced policies and procedures, the evidence indicates that reviewing the IS Master Agreement with the student lies mostly with the Compliance Team rather than the teacher. This may be to ease the burden on teaching staff and streamline the enrollment process, but

seems at odds with Education Code 51747(2), which includes the provisions regarding satisfactory student progress as judged by the supervising teacher, which it would seem needs to be explained to the student by that teacher:

> *(2) Satisfactory educational progress shall be determined based on all of the following indicators:*
>
> > *(A) The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in paragraphs (4) and (5) of subdivision (d) of Section 52060.*
> >
> > *(B) The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.*
> >
> > *(C) Learning required concepts, as determined by the supervising teacher.*
> >
> > *(D) Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.*

During discussions with HCCTS administrators, it was discovered that IS Master Agreements are not presented to the student in their native language, but that communication about the IS Master Agreement is accomplished through Google Translate.

It cannot be confirmed that interventions as delineated in the IS Master Agreement are truly in place, especially when it comes to students who may intermittently miss assignments or are not attending synchronized learning regularly.

The IS Master Agreement and Board Policy were not in alignment regarding the number of assignments that could be missed. Board Policy states that evaluation of student appropriateness for remaining in Independent Study is triggered in part by the student failing to complete three assignments (HCCTS Board Policy 6158, 2a—Update July 2023), while the IS Master Agreement states that the evaluation will be undertaken after two missed assignments (IS Master Agreement-7/10/2023-7/1/2024). This discrepancy should be corrected.

Enrollment and Class Sizes

Enrollment is continuous, as evidenced by the annual October census counts in the SARC versus the number of students attending at least one day and the P-2 ADA generated. Among CICA teachers interviewed, class sizes varied between fifteen and forty students, with the majority landing somewhere in the twenties. Of the thirty-one teachers interviewed, eight had a class roster of twenty or fewer students, four had between twenty-one and twenty-five students, nine had between twenty-six and thirty, nine had between thirty-one and thirty-nine, and one had forty students. The average was twenty-three.

Among those interviewed, teaching experience at CICA ranged from seven instructors who had been teaching for three months or less, another nine who had been at CICA for less than a year, eleven who had taught at CICA for one to two years, and four who had been teaching

there for three to five years. Since CICA was completing its fifth year in existence in June 2024, no teachers had spent five plus years at the charter school.

Overall teaching experience included slightly more than twenty percent (seven of thirty-one), with less than one year total experience. Nearly half, fifteen of thirty-one, had between one and two years of experience. Five teachers had three to five years and four had more than five years of experience.

Since all students are age twenty-two or older, class-size ratios for Non-Classroom Based programs do not apply to CICA.

CICA Attendance Testing

Sample testing and examination of results are intended to provide reasonable but not absolute assurance regarding whether enrollment and attendance reported by CICA meets standards of legality and accuracy. The purpose of sampling attendance is to provide insight into attendance and enrollment reporting. Selections made were analyzed and compared to board policies, state requirements and best practices.

Attendance testing was first conducted for CICA. Twenty students from 2022-23 and twenty students from 2023-24 were randomly selected by the Consultant, for a total of forty students. Attendance was reviewed and reconciled against what was reported by CICA to the State.

Students were selected from a total population of all students, provided by HCCTS and identified only by ID number that included the ADA calculated for those students as part of the P-2 ADA reported.

The twenty students selected at random for testing from 2022-23 attendance records were represented by fifty-eight different IS Master Agreements and nineteen different teachers.

The twenty students selected at random for testing from 2023-24 attendance records were represented by forty-eight different IS Master Agreements and twenty-six different teachers.

The first column of the tables on the next pages represents ADA reported by CICA to the State at P-2 based on that student's attendance. The second ADA column represents the attendance calendar submitted by CICA. For 2022-23, that calendar was the same as the Academic calendar, with all tracks having the same ending date at P-2. For 2023-24 that calendar excluded Thanksgiving Break and Winter Break, as previously discussed. For Track A, the attendance did not match the ADA reported at P-2 because of the incorrect divisor of 179 being used. The third column represents the ADA that should have been reported at P-2 based on the attendance calendar per CDE guidelines. The "Att Beg" and "Contract" indicate the first day of attendance and the date the IS Master Agreement was signed by both the teacher and student. The "samples" column indicates whether that student's work samples were retained, with "X" indicating they were.

Adherence to proper Attendance Reporting was measured against the following criteria:

1) Student Residence Within California
2) Student Aged 22 or Older
3) Master Agreement for Each Student
4) Sample Work on File for Each Student
5) Attendance Reported Only On or After Date of Teacher and Student Having Signed Master Agreement
6) Student's P-2 ADA Matches Report to State
7) Student Taught by Certificated Teacher
8) Verification That All Attendance Was Reported on one of the Charter's Schooldays
9) That No Student Generated More Than One Day of Attendance For Each Day
10) Whether Students Appear to be Engaged in Instruction Exclusively to Learn English

Results of 2022-23 Testing:

CICA Student Sampling 22-23
Winter Break Excluded

	Track	ADA P2	CICA Calendar	CDE Calendar	Grade	Att Beg	Contract	Samples
Student 1	C	0.389706	0.389706	0.439394	12	20230130	20230130	X
Student 2	A	1.000000	1.000000	1.000000	9	20220711	20220711	X
Student 3	C	0.889706	0.889706	0.886364	9	20221003	20221003	X
Student 4	A	0.780645	0.780645	0.801325	12	20220808	20220808	X
Student 5	C	0.610294	0.610294	0.598485	12	20221202	20221202	X
Student 6	A	1.000000	1.000000	1.000000	9	20220711	20220711	X
Student 7	A	0.780645	0.780645	0.801325	9	20220711	20220711	X
Student 8	C	0.080882	0.080882	0.083333	10	20230310	20230310	X
Student 9	C	0.220588	0.220588	0.227273	9	20221007	20221007	X
Student 10	C	0.316176	0.316176	0.212121	10	20230214	20230214	X
Student 11	A	1.000000	0.987097	0.986755	12	20220711	20220711	X
Student 12	C	0.102941	0.102941	0.075758	12	20230327	20230327	X
Student 13	C	0.286765	0.286765	0.265152	10	20230217	20220711	X
Student 14	C	0.389706	0.389706	0.371212	9	20230130	20230130	X
Student 15	A	0.567742	0.567742	0.582781	12	20220711	20220711	X
Student 16	C	0.492647	0.492647	0.477273	9	20230109	20230109	X
Student 17	C	0.330882	0.330882	0.310606	12	20230209	20230209	X
Student 18	C	0.441176	0.441176	0.424242	9	20230119	20230119	X
Student 19	C	0.977941	0.977941	0.977273	9	20220915	20220915	X
Student 20	A	0.219355	0.219355	0.225166	12	20220711	20220711	X
		10.8778	10.8649	10.74584				

- 20 of 20 students met Criteria 1, Student Residence Within California
- 20 of 20 students met Criteria 2, Student Aged 22 or Older
- 20 of 20 students met Criteria 3, Master Agreement for Each Student
- 20 of 20 students met Criteria 4, Sample Work on File for Each Student
- 20 of 20 students met Criteria 5, Attendance Reported Only on or After Date of Teacher and Student Having Signed Master Agreement
- Only 2 of 20 students met Criteria 6, Student's P-2 ADA Matches Report to State (matches only those with 100 percent apportionment credit)
- Only 18 of 20 students met Criteria 7, Student Taught By Properly Credentialed Teacher
- 20 of 20 students met Criteria 8, All Attendance Was Reported on One of the Charter's Schooldays
- 20 of 20 students met Criteria 9, No Student Generated More Than One Day of Attendance for each Calendar Day.
- 8 of 20 students according to Criteria 10 appear to be engaged in instruction almost exclusively devoted to learning English. This is based on the class offering listed in the Master Contract and a review of sample work.

One student, Student 11, was credited with 1.0 ADA in the PowerSchool query. However, there were two days of absence prior to P-2 not reflected in the query calculation provided to the Consultant. Accordingly, that student's ADA was over reported by two days.

Results of 2023-24 Testing:

CICA Student Sampling 23-24
Winter Break Excluded

	Track	ADA P2	CICA Calendar	CDE Calendar	Grade	Att Beg	Contract	Samples
Student 1	A	0.162011	0.166667	0.171598	9	20230919	20230710	X
Student 2	B	0.961538	0.961538	0.960265	9	20230822	20230822	X
Student 3	B	0.775641	0.775641	0.768212	10	20230905	20230905	X
Student 4	A	0.290503	0.298851	0.307692	9	20230717	20230717	X
Student 5	C	0.737226	0.737226	0.727273	12	20231031	20231031	X
Student 6	A	0.888268	0.913793	0.940828	9	20220710	20230710	X
Student 7	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 8	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 9	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 10	A	0.318436	0.327586	0.337278	9	20230710	20230710	X
Student 11	A	0.558659	0.574713	0.591716	9	20230807	20230807	X
Student 12	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 13	A	0.458101	0.471264	0.485207	9	20230905	20230904	X
Student 14	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 15	A	0.620112	0.637931	0.656805	9	20230710	20230710	X
Student 16	A	0.324022	0.333333	0.343195	9	20230710	20230710	X
Student 17	A	0.575419	0.591954	0.609467	9	20230720	20230720	X

Student 18	B	0.467949	0.467949	0.483444	12	20230905	20230905	X
Student 19	A	1.000000	1.000000	1.000000	9	20230710	20230710	X
Student 20	C	0.992701	0.992701	0.992424	9	20230912	20230912	X
		14.13059	14.25115	14.3754				

- 20 of 20 students met Criteria 1, Student Residence Within California
- 20 of 20 students met Criteria 2, Student Aged 22 or Older
- 20 of 20 students met Criteria 3, Master Agreement for Each Student
- 20 of 20 students met Criteria 4, Sample Work on File for Each Student
- 20 of 20 students met Criteria 5, Attendance Reported Only on or After Date of Teacher and Student Having Signed Master Agreement
- Only 5 of 20 students met Criteria 6, Student's P-2 ADA Matches Report to State (matches only those with 100 percent apportionment credit)
- Only 19 of 20 students met Criteria 7, Student Taught By Properly Credentialed Teacher
- 20 of 20 students met Criteria 8, All Attendance Was Reported on one of the Charter's Schooldays
- 20 of 20 students met Criteria 9, No Student Generated More Than One Day of Attendance for Each Calendar Day
- 17 of 20 students according to Criteria 10 appear to be engaged in instruction primarily devoted to learning English. This is based on the class offering listed on the IS Master Agreement and a review of sample work.

Because of the deficiencies discussed earlier regarding class sizes and instructional minutes, and the same attendance calendar issues that caused inaccurate ADA for CICA, in consultation with TRUSD it was determined that no individual student testing of attendance would be conducted for HCCS, since the same inaccuracies would result. The deficiencies in HCCS' instructional minutes offered should be reviewed in light of the charter, and ADA re-run for 2022-23 and 2023-24 with the correct calendar, as noted in the Findings and Recommendations section of this report. Once this is complete, it is recommended that testing of HCCS attendance be undertaken.

A list of findings and recommendations begins on the next page.

FINDINGS AND RECOMMENDATIONS

Finding 1: Attendance Calendar (HCCS and CICA)

Both HCCS and CICA used a calendar for purposes of reporting ADA to the State that resulted in incorrect P-2 divisors for both schools in 2022-23 and 2023-24. The ADA reported to the State for both years could not be verified.

Recommendation: HCCTS should use twenty-day calendar months as required of charter schools by the California Department of Education in order to utilize the correct divisors in calculating P-2. HCCTS should recalculate P-2 with the correct divisors for both 2022-23 and 2023-24 and revise their P-2 reports for HCCS and CICA to both TRUSD and the State.

Finding 2: Class Sizes (HCCS)

In reviewing class-sizes for HCCS, seventeen classes had rosters of 150 or more students in March 2023 and twenty-four classes had rosters of 150 or more in March 2024. Classroom spaces cannot physically accommodate that number of students at one time, and interviews and observation point to students being provided work packets and sent home, or encouraged to attend only part of the day as space permits. This means it is possible HCCS is not offering the scheduled instructional minutes, or meeting the obligation of offering at least 80 percent of instructional time at the school site, or requiring students to physically attend for 80 percent of the time.

Recommendation: HCCS should review class sizes and ensure students are being offered appropriate class time in order to claim ADA. It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.

Finding 3: Student Attendance (HCCS)

During interviews with teachers and personal observations of classrooms, it was noted that students arrive and depart continuously during classes. Interviews indicated that a significant number of students simply check in and leave class without intending to attend, or are given packets and leave to work independently at home.

Recommendation: HCCS should review this practice, which is in conflict with its student handbook and the charter petition. It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.

Finding 4: Student Attendance (HCCS)

On August 9, 2023 and March 27, 2024, the College Oak site, located within a local mosque, was closed for staff development and Muslim holidays. Some students were provided one-day Independent Study packets. On June 29, 2024, SB 153 was signed into law and ended the

requirement for a minimum of three days for short-term Independent Study. On August 2, 2024, the California Department of Education released a letter confirming this change and indicated it was effective beginning with the 2024-25 school year. Since the three day minimum was in effect during the 2023-24 school year, ADA earned for these students is not allowable.

Recommendation: Short-term Independent study policies should be reviewed and revised as necessary. Revised 2023-24 P-2 and P-Annual reports should be prepared for HCCS, removing the days inappropriately claimed for each track.

Finding 5: Annual Instructional Minutes (HCCS)

The number of annual instructional minutes required at the high school level is 64,800. In 2022-23, while the "A" Track for students attending the PM schedule met the required days of instruction, the annual instructional minutes calculation was only 58,290, which is 6,510 minutes short of the number of minutes required.

Recommendation: HCCTS needs to review this finding with its auditor and TRUSD to determine whether an adjustment to ADA for 2022-23 should be filed and whether it would apply only to PM Track A or all grade levels served by HCCS. If an adjustment to all grade levels is required, that may represent an ADA reduction of 10.05% (58,290 divided by 64,800 equals 89.95%).

Finding 6: Retention of Records (HCCS)

Records documenting student attendance are required to be retained for three years after the end of the applicable school year per CCR Title 5, Sections 16020-16030. In addition to electronically scanning their attendance, students sign a manual register in the classroom. According to interviews, prior to 2023-24, these records were discarded at the end of the school year.

Recommendation: Manual sign-in student attendance registers should be maintained for three years after the end of the applicable school year.

Finding 7: Teacher of Record – Credentials (CICA)

According to "Maximizing ADA & Maintaining Compliance With Independent Study," published in 2020 by the California Association of School Business Officials (CASBO), one of the requirements for receiving apportionment for Independent Study is, "*A credentialed teacher assigned overall responsibility of the pupil's independent study (i.e. supervising teacher).*"

In addition, the IS Agreement must include, *"Dated signature of the pupil, parent/guardian, supervising teacher, and other persons responsible. (5 CCR Section 11702)"*

CASBO further states on Page 2.5:

The supervising teacher:

• *Must be certificated teacher employed by school district or county office claiming apportionment attendance (Education Code Section 51747.5 (a).*

During sampling of 2022-23 CICA ADA, two students were under IS Master Agreements signed by teachers who, according to the California Commission on Teacher Credentialing (CTC) website possessed only Certificates of Clearance. One student had 14 days of attendance claimed at P-2, while the other had 101 days claimed at P-2 under the IS Master Agreement in question. The teacher in the second instance received a certification on June 6, 2023; therefore, days reported between that date and the end of the school year may be claimed for Annual ADA.

During 2023-24, one student was under an IS Master Agreement in 2023-24 signed by a teacher who according to the CTC website possessed only a 30-day Substitute Teaching Permit. It is not clear whether this permit was valid at the time of the IS Master Agreement being signed. This potentially means some days were claimed for apportionment that should not have been.

Recommendation: HCCTS should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reports should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS to determine whether this represents a violation of the charter petition or MOU.

Finding 8: Student Attendance Records (CICA)

During 2022-23 and 2023-24, students were pre-marked for attendance apportionment for Independent Study, with the teacher tasked with changing the mark to non-apportionment if work was not turned in on time. Interviews with teachers indicated a lack of understanding on the part of many regarding responsibilities for determining student attendance in Long-Term Independent Study. It is not clear that all teachers understand the relationship between work product assigned and turned in and attendance, or the use of teacher judgement in determining the time value of assignments. From the teachers' perspective, there seemed to be a reliance on the Compliance Team checking for work samples as validation for attendance. This creates the possibility of over-claiming ADA.

Recommendation: While administration indicated that the practice of pre-populating attendance has been changed for 2024-25, this has not been tested and verified. TRUSD should verify with HCCTS that this practice has changed. Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.

Finding 9: Independent Study Master Agreements (CICA)

IS Master Agreements are reviewed with students during intake, with few teachers reviewing the IS Master Agreement and course expectations with the student prior to their signing it. Further, IS Master Agreements are provided to students in English only, even to those with little or no English skills, with Google Translate being used to facilitate the process.

Recommendation: IS Master Agreements should be made available to English learners in their own language, as well as in English. Teachers should be expected to review the IS Master Agreement with the student to ensure they understand expectations and are capable of performing in Independent Study before both sign the IS Master Agreement. Students should be

required to demonstrate appropriate English proficiency prior to entering into the IS Master Agreement.

Finding 10: Independent Study Master Agreements (CICA)

The IS Master Agreement indicates that students are required to report to their teacher through online messages, email, phone or in-person at least once per school day. The results of this study indicate this is not happening.

Recommendation: Student engagement as defined by the IS Master Agreement should be followed and enforced.

Finding 11: Independent Study Master Agreements (CICA)

Board Policy states that evaluation of student appropriateness for remaining in Independent Study is triggered in part by the student failing to complete three assignments. (BP 6158, 2a—Update July 2023) However, the Master Agreement states that the evaluation will be undertaken after two missed assignments. (Master Agreement-7/10/2023-7/1/2024, Board Policies section.)

Recommendation: Master Agreements should be revised to agree with Board Policy.

Finding 12: Independent Study Master Agreements (CICA)

During the sampling of attendance for the 2022-23 school year of twenty students, fifteen had Master Agreements with durations of July 11, 2022 to July 1, 2023. For the 2023-24 school year, all twenty sampled students signed agreements with durations of July 10, 2023 to July 1, 2024. Each school year ends on June 30. Master Agreements cannot have a duration longer than one school year.

Recommendation: Independent Study Master Agreements should be revised going forward to ensure that none have a duration longer than one school year.

Finding 13: Student Engagement Logs (CICA)

Student engagement logs are not being maintained by teachers in accordance with the Master Agreement and the State Audit Guide.

Recommendation: Student engagement logs should be maintained centrally and reflect contact with students as required by the State Audit Guide.

Finding 14: Change in Attendance Procedures (HCCTS)

Unlike Traditional K-12 school districts, Student Attendance processes and procedures are approved by the authorizing LEA rather than the California Department of Education. During 2022-23 and 2023-24, HCCS made numerous material changes to their procedures for collecting attendance and reporting ADA, particularly involving the “Brain” app, but did not inform TRUSD.

Recommendation: There is evidence of communication that HCCTS intends to inform TRUSD of changes in attendance policies and procedures moving forward and that there will be an agreed-upon process for doing so. In the future, any change in attendance software, process or procedure should be approved by TRUSD prior to implementation.

Finding 15: Internal Controls (HCCTS)

The reporting structure and internal controls around attendance were inadequate during the timeframe of the study. This resulted in multiple errors in attendance accounting, lack of training of teachers and staff, and inconsistency in documenting and verifying attendance reporting.

Recommendation: HCCTS should assign an employee to be responsible charter-wide for ensuring and enforcing attendance rules and procedures, and provide them with resources to ensure accurate reporting and coordination of training teachers and principals.

Finding 16: Attendance Calendar (HCCTS)

Students are enrolled in one of three tracks depending on start dates in July, August or September. However, these tracks are not exclusive to certain classrooms, and it appears that the reason for this is to maximize ADA for students who start in later tracks. There is no separate class or curriculum for these students, who are integrated into existing classrooms.

Recommendation: All students should be enrolled in one track, unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B and HS in Track C.

Finding 17: Student Attendance (HCCTS)

Teachers in the CTE program are to report student attendance to the supervising teachers in the CICA program, who then are to include that attendance in the student's record in PowerSchool. During interviews it was disclosed that this is often not happening, unless prompted by the CICA teacher.

Recommendation: It is recommended that HCCTS review expectations with CTE teachers and ensure that student attendance is being reported properly and promptly to the appropriate CICA teacher.

Finding 18: Board Policies (HCCTS)

At the time of the beginning of this study, nearly all board policies had not been updated since 2017. Administration began the process of reviewing and updating policies after this was suggested at the initial entrance meeting.

Recommendation: Review existing board policies and update as needed. Board policies should include a date of Board approval.

Finding 19: School Accountability Report Card (HCCTS)

There appear to be inconsistencies in enrollment and class sizes posted in the 2022-23 School Accountability Report Card (SARC), especially for HCCS.

Recommendation: The SARC should be reviewed for accuracy and compared to class rosters and reported attendance.

Finding 20: Charter School and Charter Authorizer Oversight Responsibilities (HCCTS and TRUSD)

Considering the unique nature of the programs and complexity of reporting requirements for HCCTS, additional oversight measures should be considered above the minimum Education Code requirements and those in the current MOU.

Recommendation: It is recommended that TRUSD thoroughly review the annual audit, the annual SARC, all ADA reporting documentation, student attendance calendars and class schedules, class sizes, IS Master Agreement templates, teacher credentials, and any and all procedural and internal control changes made by HCCTS as it relates to HCCS and CICA student attendance.

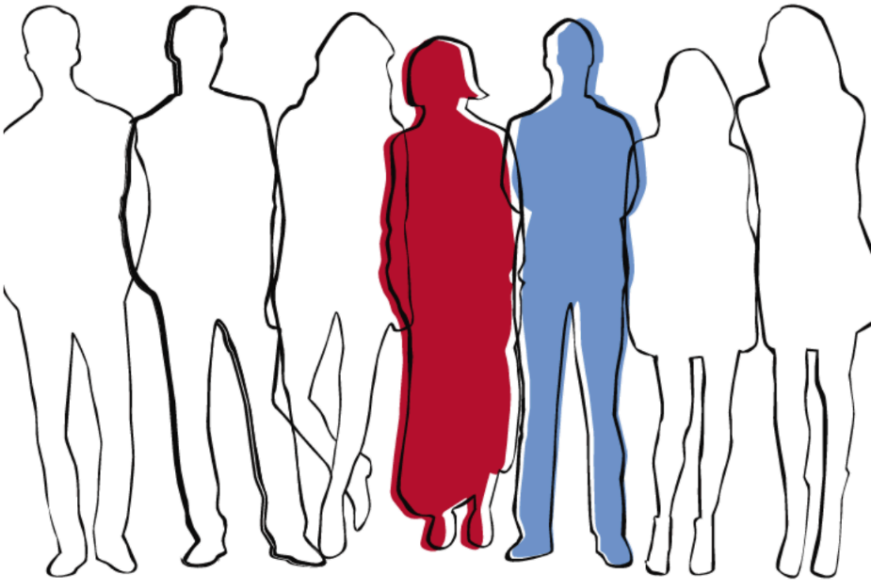
APPENDIX A

Highlands Community Charter and Technical Schools

Attendance Audit Response "*Attendance Review & Action Plan 2024-2026*"

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Attendance Review & Action Plan
2024-2026



1333 Grand Avenue, Sacramento, CA 95838
Authorized by: Twin Rivers Unified School District

Revised date: 02.27.2025

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Executive Summary

Attendance Integrity

TRUSD's findings confirmed there was no evidence of fraudulent attendance reporting at HCCTS as outlined on page 29: "*During on-site in-person interviews, teachers stated they do not mark any student present they or their para-educator have not seen, and none reported pressure to fabricate attendance, or inappropriate pressure to improve it"*. Interviews conducted by Dennis Snelling with teachers, paraeducators, and staff revealed no reports of pressure to fabricate or manipulate attendance records. Furthermore, there was no evidence that any student received more than one ADA (Average Daily Attendance) per year at HCCS or CICA.

Significant Findings

The report identified several areas where HCCTS needs improvement. Staff require training on attendance-taking and accountability procedures, and the organization lacks strong, centralized attendance policies. There are inconsistencies in independent study procedures and Master Agreements, along with errors in instructional minutes calculations, which resulted in one track at HCCS failing to meet the minimum required instructional minutes. Additionally, the use of improper attendance month calendars led to inaccurate ADA calculations.

Next Steps

HCCTS is fully committed to addressing all the findings and recommendations in the TRUSD Forensic Attendance Audit. New systems and procedures have been established to ensure compliance with all California Education Code, Title 5 regulations, and TRUSD oversight recommendations for attendance accounting for students enrolled in HCCS and CICA. An Attendance team has been established to facilitate accurate attendance accounting and accountability with HCCTS. HCCTS will complete the required steps for approval of our new attendance Standard Operating Procedures (SOP) by the end of this fiscal year as required by TRUSD.

HCCTS issues with some assertions in the TRUSD Attendance Audit

Despite providing evidence to the contrary, HCCTS found that several assertions in the final report remained unchanged. Notably, HCCTS had previously informed TRUSD about using "the Brain App" as an attendance tool.

Documentation providing this was presented in a 2022-2023 report drafted by TRUSD and sent to HCCTS. However, the TRUSD Attendance Audit lacks acknowledgment that this information was provided. For additional clarification, “the Brain App” as an attendance tool was discontinued on December 2, 2024.

You may find the comprehensive Student Attendance Review here.

Highlands Community Charter and Technical Schools Findings

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
1	HCCTS should use the twenty-day calendar months as required of charter schools by the ED Code in order to utilize the correct divisors in calculating P-2. HCCTS should recalculate P-2 with the correct divisors for both 22-23 and 23-24 and revise their P-2 reviews for HCCTS to both TRUSD and the State.	In the 2024-2025 school year HCCTS contracted with Charter Impact to assist in getting 20-day calendars set up correctly in PowerSchool to ensure correct divisors in calculating ADA for P-2. Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward. HCCTS will correct the divisors based on a 20-day calendar for 22-23 and will resubmit reviews to both TRUSD and CDE by March 15, 2025.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.
9	IS Master Agreements should be made available to English learners in their own language, as well as in	None.	In the 24-25 school year HCCTS will create translated Master	HCCTS will implement the translated Master Agreements in the 25-26

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	English. Teachers should be expected to review the IS Master Agreement with the student to ensure they understand expectations and are capable of performing in Independent Study before both sign the IS Master Agreement. Students should be required to demonstrate appropriate English proficiency prior to entering into the IS Master Agreement.		agreements available in the 5 most spoken languages: Spanish Dari/ Farsi Russian Ukrainian Pashto HCCTS will implement the translated Master Agreements in the 25-26 school year and identify if adding more languages is necessary.	school year and identify if adding more languages is necessary.
11	Master Agreements should be revised to agree with Board Policy.	HCCTS is reviewing the Independent Study Master Agreements with legal counsel.	HCCTS Leadership will revise Board Policy 6158 to agree with the Master Agreement.	Master Agreements will be implemented in the 2025-2026 school year.
14	There is evidence of communication that HCCTS intends to inform TRUSD of changes in attendance policies and procedures moving forward and that there will be an agreed-upon process for doing so. In the future, any change in attendance software, process or procedure should be approved by TRUSD prior to implementation.	Unlike traditional K-12 school districts, Student Attendance processes and procedures are approved by the authorizing LEA rather than the California Department of Education. During the 2022-23 and 2023-24, HCCS made numerous changes to the	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		procedures for collecting attendance reviewing and has informed TRUSD of these changes. Within the 2022-2023 TRUSD annual oversight review for HCCS, there is the following paragraph: *"This year HCCTS plans to increase the use of games in their homework assignments, especially for English Learners so they have fun ways to learn. They will also be expanding the use of the "Brain" application beyond collecting attendance and meeting compliance requirements to support the academic programs."*		
15	HCCTS should assign an employee to be responsible charter-wide for ensuring and enforcing attendance rules and procedures, and provide them with resources to ensure accurate reviewing and coordination of training teachers and Principals.	HCCTS has a board-approved job description for the Director of Attendance and Admissions position. HCCTS has filled this position. HCCTS is	1. The Director of Attendance will monitor the storage of the teacher's attendance for 3 years. 2. The Director of Attendance will ensure	HCCTS will have the Director of Attendance continue monitoring teacher attendance storage for three years, conduct regular audits to ensure no blanks in

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		currently interviewing for Attendance technicians and specialists.	there are regular audits of the attendance to make sure there are no blanks in PS. 3. The Director of Attendance will present new policies regarding attendance to teachers or those affected. The CBO will bring forth any new attendance policy changes and notify TRUSD if adopted.	PowerSchool, and present new attendance policies to teachers, with any adopted changes being communicated to TRUSD by the CBO.
18	Review existing board policies and update as needed. Board policies should include a date of Board approval.	1. HCCTS utilizes board management Diligent Community software to enhance public transparency and engagement and ensure that staff have access to final drafts with approval dates from the board. 2. Leadership has reviewed all board agendas and minutes. To date, HCCTS has revised 38 policies and removed 4 policies. The remaining 41 will be revised by June	1. Ongoing Review: Continue reviewing and updating existing board policies 2. Completion Timeline: Complete the review and update of all existing board policies by June 30, 2025. 3. Communication Plan: Once updated, communicate the revised policies to relevant staff and educational partners, emphasizing any major changes.	

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		30, 2025, to ensure comprehensive and accurate collection and tracking of all board policies. 3. HCCTS continues to identify needs for additional policy development. 4. All board policies have been reviewed to ensure that all approval dates are included.		
20	**It is recommended that TRUSD thoroughly review the annual audit, the annual SARC, all ADA reviewing documentation, student attendance calendars and class schedules, class sizes, IS Master Agreement templates, teacher credentials, and any and all procedural and internal control changes made by HCCTS as it relates to HCCTS student attendance.*	Leadership at HCCTS is in regular communication with TRUSD to ensure all oversight concerns are received and responded to. HCCTS' Chief Business Official meets regularly with TRUSD Executive Director of Fiscal Services of TRUSD regarding budgets, fiscal reviewing, and oversight fees. The Director of Accountability and Assessment	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, ADA reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, ADA reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		communicates with TRUSD regarding annual audits, LCAPs, updated policies, and enrollment reviews, and provides additional documentation needed for TRUSD oversight.		

**These findings are intended for TRUSD.*

Highlands Community Charter School Findings

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
2	HCCS should review class sizes and ensure students are being offered appropriate class time in order to claim ADA. **It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.*	HCCTS has contracted with a vendor to measure the classrooms and determine classroom capacities. HCCTS has drafted a classroom capacity policy. Building/Room Capacity is ready to be stored within PS once HCCS has that information.	HCCTS provides appropriate instructional minutes in order to claim ADA. Legal will review and provide feedback on the classroom capacity policy draft. The policy will be piloted and implemented by the end of the 2025-2026 school year. It will be adopted by June 30, 2025.	HCCS will implement the class size policy that was approved by the Board in 2024-2025.
3	A significant number of students simply check and leave without intending to attend. HCCS should address that. It is in conflict with its student handbook and the charter petition. **It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.*	HCCS has drafted a new bell schedule that is proposed for the 2025-2026 school year with only one track. HCCS is currently drafting a new attendance standard operating procedure that outlines student attendance.	HCCS will create an updated bell schedule with five periods. Teachers will take attendance for every period to better track when students are present and when students are absent. Associate Deputy Directors will present the new bell schedule to the HCCTS board for discussion in February 2025. HCCS will draft an attendance standard operating procedure where students must attend a	HCCS will ensure students attend a minimum percentage of offered minutes.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			minimum percentage of offered minutes to generate ADA. HCCTS will update the Student Handbook HCCTS will update all the attendance policies.	
4	Short-term IS policies should be reviewed and revised as necessary. Revised 2023-24 P-2 and P-Annual reviews should be prepared for HCCS, removing the days inappropriately claimed for each track.	The three-day minimum requirement for Independent Study does not apply to charter schools as they are exempt through Edc. code 47610. HCCS is exempt from Ed Code AB 130 section 53. Therefore there is no reason to revise it.	HCCS is currently reviewing short-term Independent Study policies with legal counsel.	HCCS is not offering Independent Study for classroom-based instruction.
5	The annual instructional minutes calculation was 4,500 minutes short of the number of minutes required. HCCS needs to review this finding with its auditor and TRUSD to determine whether an adjustment to ADA for 22-23 should be filed and whether it would apply only	None.	HCCS will review the Track A PM average daily attendance and refile it for an adjustment if calculations confirm that Track A PM was short on instructional minutes. HCCS will then resubmit ADA reviews to TRUSD and CDE by the beginning of the 2025–2026 school year. 4,500 is the correct deficit. The	None.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	to PM Track A or all grade levels served by HCCS. If an adjustment to all grade levels is required, that may represent an ADA.		document incorrectly suggests 6,510 minutes. HCCS will be able to factor this into the P2 adjustments above. HCCS will apply the reduction to ONLY night-time track A students unless otherwise directed.	
6	Manual sign-in student attendance registers should be maintained for three years after the end of the applicable school year.	On 11/21/24 the Associate Deputy Director overseeing Academics shared with teachers and paraeducators the paper attendance storage expectations: 1. Paper attendance rosters/ sign-in sheets will be used for every period and stored in the classroom. 2. Teachers will not destroy or dispose of any student attendance records. 3. Every year HCCS will collect all attendance records and store them for three years.	1. Training and Expectations: HCCS will provide clear training for all teachers and relevant staff on proper storage and retention of attendance registers for three years, emphasizing compliance with policy and timelines. Additionally, teachers will be given a written guide or checklist detailing acceptable storage practices (e.g., secure, dry, and accessible spaces). 2. Audits: The Attendance Director will conduct twice-a-year audits of classrooms to verify that attendance records are stored correctly and securely. 3. Alternative Storage	HCCS will implement a comprehensive plan to ensure proper storage and retention of attendance records. This includes training teachers and staff on storage practices, conducting bi-annual audits by the Attendance Director, providing alternative storage options for teachers with limited space, and onboarding new teachers on record-keeping procedures. Additionally, all training will require staff confirmation through signed acknowledgment.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			Options: Teachers lacking adequate storage space will coordinate with the Attendance Director to transfer their attendance registers to a centralized storage location maintained by the Attendance Department. 4. All new teachers will be onboarded on the process of maintaining their attendance records and where to store them for their class. 5. All training sessions will be accompanied by a confirmation of training for each staff member which must be signed.	
7	HCCS should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS	HCCS is not currently doing short-term independent study and will not do it for the 2024-2025 school year. It will only be implemented in the future if TRUSD approves the plan. Legal counsel is reviewing all independent study materials	Review the HCCS P2 short-term Independent Study average daily attendance and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher.	HCCS is not implementing short-term Independent Study in the seat-based school for the 2025-2026 school year.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	to determine whether this represents a violation of the charter petition or MOU.	and policies.	Resubmit adjusted reviews to CDE and TRUSD. Review the Charter Petition and Memorandum of Understanding with leadership and TRUSD to determine if this represents a violation of the Charter Petition or Memorandum of Understanding.	
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	The Associate Deputy Director overseeing Academics sent an email with the video training for teachers on how to print rosters. 2024-2025 Bell Schedule Video: How teachers can print roster reviews for each period	1. The Director of Instruction and Professional Learning will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Instruction and Professional Learning will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Instruction and Professional Learning will coordinate with the Director of Attendance to flag any teachers who are not taking attendance correctly repeatedly and provide more	HCCS will ensure all teachers are continuing to receive training on proper attendance procedures.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	HCCTS is reviewing the Independent Study Master Agreements with legal counsel.	HCCS will not offer Independent Study in the remainder of the 2024-2025 school year.	HCCS will not offer Independent Study in the 2025-2026 school year.
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	None.	For the 2024-2025 school year, no action will be taken.	HCCS will implement a single attendance track beginning in the 2025-2026 school year. This track will begin on 8/11 to align with the start of the Twin Rivers school year. All tracks will meet the minimum number of instructional minutes as outlined in Education Code 47612.5.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
17	It is recommended that HCCS review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly to the appropriate HCCS teacher.	All internal CTE teachers have been trained on entering daily attendance.	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are regularly updated. 4. The attendance specialists	HCCS will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			and the attendance technician leads are trained.	
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	The HCCS SARC was approved by the Board on January 23, 2024. The HCCS SARC contains all required school data as well as additional information regarding class sizes and graduation rates.	None.	The 2025-26 HCCS SARC will contain all required information, it will be both accurate and complete.

**These findings are intended for TRUSD.*

California Innovative Career Academy Findings

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
7	CICA should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS to determine whether this represents a violation of the charter petition or MOU.	CICA has given credentialing access to the Special Projects Coordinator as part of the CICA Independent Study compliance	Review the CICA P2 short-term Independent Study ADA and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher. Resubmit adjusted reviews to CDE and TRUSD. Review Charter Petition and MOU with leadership and TRUSD to determine if this represents a violation of the charter petition or MOU.	CICA will continue to review and verify that all Independent Study Master Agreements are signed by a properly credentialed supervising teacher. The Director of Accountability and Assessment will collaborate with TRUSD to ensure the alignment with the charter petition and MOU.
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	CICA has implemented pacing guides in compliance with AB 130, creating a document that records students' work products along with the time taken to complete them A training for teachers regarding attendance was	1. The Director of Independent Study under the direction of the Associate Deputy Director will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Independent Study under	1. The training recorded for current teachers regarding attendance will be available in Google Classroom anytime for all teachers. 2. The Director of CICA will continue to ensure that all new teachers have been trained on how to take attendance during their

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		held in August 2024, followed by another training for them that was completed in December 2024. Furthermore, any redesignation of a teacher or new teacher must complete a training with the compliance team.	the direction of the Associate Deputy Director will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Independent Study under the direction of the Associate Deputy Director will coordinate with the Director of Attendance to flag any teachers that are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	onboarding process. 3. The Director of CICA, will coordinate with the Director of Attendance to flag any teachers who are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	HCCTS is reviewing the Independent Study Master Agreements with legal counsel. A training for teachers by the compliance team was held in August 2024, followed by another training for them that was completed in December 2024.	1. An HCCTS Associate Deputy Director will contact Procopio regarding potential updates to CICA's master agreement to see if the language regarding daily student communication can be removed. 2. Under the Direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained on Independent Study master agreements and the student requirements during mandatory Professional Development days in May and August of each year. All training sessions will be accompanied by a confirmation of training for each staff member. 3. Principals will monitor the teachers to ensure that teachers are reviewing their Independent Study	The Director of CICA will ensure that teachers continue to be trained on Independent Study Master Agreements and the student requirements during the Professional Development days by the Compliance Team. Principals will continue to monitor the teachers to ensure that they are reviewing their Independent Study documents correctly including making sure that the students are turning in the correct documents, flagging any teachers who have issues or questions, and any students who did not turn in the correct documents and make respective updates. Communication with the student is essential as well.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			documents correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well.	
12	Independent Study Master Agreements should be revised going forward to ensure that none have a duration longer than one school year.	None.	1. CICA's Special Projects Coordinator for independent study compliance will ensure the Independent Study Master Agreement is revised so that every new student beginning February 17, 2025 has a duration of no more than one school year in the 2024-2025 school year. 2. Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.	Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
13	Student engagement logs should be maintained centrally and reflect contact with students as required by the State Audit Guide.	The compliance team has held trainings for CICA teachers and retrained all teachers in August of the 24-25 school year.	1. Under the direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained on student engagement logs and the student requirements during the Professional Development days in May. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the	1. The Director of CICA, along with the Special Projects Coordinator for compliance will continue to ensure that teachers are trained on student engagement logs and the student requirements during the Professional Development days in May and August. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well. 3. Students who do not

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			student is essential as well. 3. Students who do not comply with Independent Study Master Agreements will be evaluated for their participation in the program, and if found ineligible, will be disenrolled.	comply with Independent Study Master Agreements will be evaluated for participation in the program, and if found ineligible, will be disenrolled.
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	For the 2024-2025 school year, no action will be taken.	CICA will define the summer track dates.	CICA will move to a single track for attendance in the 2025-2026 school year.
17	It is recommended that HCCS review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly to the appropriate HCCS teacher.	The Director of CTE has begun reviewing all attendance practices and policies to better understand where each program needs to improve. The Deputy Director is looking into how other schools with CTE programs track and monitor attendance for CTE programs and how to	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily	CICA will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
		incorporate attendance practices into MOUs moving forward.	attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are regularly updated. 4. The attendance specialists and the attendance technician leads are trained.	
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	The CICA SARC has been reviewed. The SARC for 2023-2024 includes additional information that is not required by CDE as it pertains to class size data.	None.	The 2024-2025 CICA SARC will contain all required information, it will be both accurate and complete.

All Findings - HCCTS - HCCS - CICA

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
1	HCCTS should use the twenty-day calendar months as required of charter schools by the ED Code in order to utilize the correct divisors in calculating P-2. HCCS should recalculate P-2 with the correct divisors for both 22-23 and 23-24 and revise their P-2 reviews for HCCS to both TRUSD and the State.	**HCCTS**	In the 2024-2025 school year HCCTS contracted with Charter Impact to assist in getting 20-day calendars set up correctly in PowerSchool to ensure correct divisors in calculating ADA for P-2. Effective October 2024 HCCTS began using a 20-day calendar as required by Ed Code. This has been corrected for the 24-25 school year and will be accurate for all school years moving forward. HCCTS will correct the divisors based on a 20-day calendar for 22-23 and will resubmit reviews to both TRSUD and CDE by March 15, 2025. HCCTS will correct the divisors based on a 20-day calendar for 23-24 and will resubmit reviews to both TRSUD and CDE by March 15, 2025.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.	HCCTS will continue to use the 20-day calendar months as required for charter schools by Ed Code in order to calculate accurate ADA.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
2	HCCS should review class sizes and ensure students are being offered appropriate class time in order to claim ADA. **It is further recommended that TRUSD review this discrepancy with HCCTS to determine whether this represents a violation of the charter petition or MOU.*	**HCCS**	HCCTS has contracted with a vendor to measure the classrooms and determine classroom capacities. HCCTS has drafted a classroom capacity policy. Building/Room Capacity is ready to be stored within PS once HCCTS has that information.	HCCTS provides appropriate instructional minutes in order to claim ADA. Legal will review and provide feedback on the classroom capacity policy draft. The policy will be piloted and implemented by the end of the 2025-2026 school year. It will be adopted by June 30, 2025.	HCCS will implement the class size policy that was approved by the Board in 2024-2025.
3	A significant number of students simply check and leave without intending to attend. HCCS should address that. It is in conflict with its student handbook and the charter petition. **It is further recommended that TRUSD review this discrepancy with HCCTS*	**HCCS**	HCCS has drafted a new bell schedule that is proposed for the 2025-2026 school year with only one track. HCCS is currently drafting a new attendance SOP that outlines student attendance.	HCCS will create an updated bell schedule with five periods. Teachers will take attendance for every period to better track when students are present and when students are absent.	HCCS will ensure students attend a minimum percentage of offered minutes.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	to determine whether this represents a violation of the charter petition or MOU.			ADDs will present the new bell schedule to the HCCTS board for discussion in February 2025 HCCS will draft an attendance SOP where students must attend a minimum percentage of offered minutes to generate ADA. HCCTS will update the Student Handbook HCCTS will update all the attendance policies	
4	Short-term IS policies should be reviewed and revised as necessary. Revised 2023-24 P-2 and P-Annual reviews should be prepared for HCCS, removing the days inappropriately claimed for each track.	**HCCS**	The three-day minimum requirement for Independent Study does not apply to charter schools as they are exempt through Edc. code 47610. HCCS is exempt from Ed Code AB 130 section 53.	HCCS is currently reviewing our HCCS short-term independent Study policies with legal counsel.	HCCS is not offering Independent Study for classroom-based instruction.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			Therefore there is no reason to revise it.		
5	The annual instructional minutes calculation was 4,500 minutes short of the number of minutes required. HCCS needs to review this finding with its auditor and TRUSD to determine whether an adjustment to ADA for 22-23 should be filed and whether it would apply only to PM Track A or all grade levels served by HCCS. If an adjustment to all grade levels is required, that may represent an ADA.	**HCCS**	None.	HCCS will review the Track A PM ADA and refile it for an adjustment if calculations confirm that Track A PM was short on instructional minutes. HCCS will then resubmit ADA reviews to TRUSD and CDE by the beginning of the 2025–2026 school year. 4,500 is the correct deficit. The document incorrectly suggests 6,510 minutes. HCCS will be able to factor this into the P2 adjustments above and will apply the reduction to ONLY night-time track A students unless otherwise directed.	None.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
6	Manual sign-in student attendance registers should be maintained for three years after the end of the applicable school year.	**HCCS**	On November 21, 2024, the Associate Deputy Director overseeing Academics shared with teachers and paraeducators the paper attendance storage expectations: 1. Paper attendance rosters/ sign-in sheets will be used for every period and stored in the classroom. 2. Teachers will not destroy or dispose of any student attendance records. 3. Every year HCCS will collect all attendance records and store them for three years.	1. Training and Expectations: HCCS will provide clear training for all teachers and relevant staff on proper storage and retention of attendance registers for three years, emphasizing compliance with policy and timelines. Additionally, teachers will be given a written guide or checklist detailing acceptable storage practices (e.g., secure, dry, and accessible spaces). 2. Audits: The Attendance Director will conduct twice-a-year audits of classrooms to verify that attendance records are stored correctly and securely.3. Alternative Storage Options: Teachers lacking adequate storage space will coordinate with the Attendance Director to transfer their attendance	HCCS will implement a comprehensive plan to ensure proper storage and retention of attendance records. This includes training teachers and staff on storage practices, conducting bi-annual audits by the Attendance Director, providing alternative storage options for teachers with limited space, and onboarding new teachers on record-keeping procedures. Additionally, all training will require staff confirmation through signed acknowledgment.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				registers to a centralized storage location maintained by the Attendance Department. 4. All new teachers will be onboarded on the process of maintaining their attendance records and where to store them for their class. 5. All training sessions will be accompanied by a confirmation of training for each staff member which must be signed.	
7	HCCS should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. **It is further recommended that TRUSD review this issue with HCCTS to determine whether this*	**HCCS**	HCCS is not currently doing short-term independent study and will not do it for the 2024-2025 school year. It will only be implemented in the future if TRUSD approves the plan. Legal counsel is reviewing all independent study materials and policies.	Review the HCCS P2 short-term Independent Study ADA and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher. Resubmit adjusted reviews to CDE and TRUSD. Review Charter Petition	HCCS is not implementing short-term Independent Study in the seat-based school for the 2025-2026 school year.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	represents a violation of the charter petition or MOU.			and MOU with leadership and TRUSD to determine if this represents a violation of the charter petition or MOU.	
7	CICA should ensure that all IS Master Agreements are signed by a properly credentialed supervising teacher. The P-2 and Annual reviews should be revised to delete any ineligible days of apportionment. It is further recommended that TRUSD review this issue with HCCTS to determine whether this represents a violation of the charter petition or MOU.	**CICA**	CICA has given credentialing access to the Special Projects Coordinator as part of the CICA Independent Study compliance.	Review the CICA P2 short-term Independent Study ADA and make adjustments for days of apportionment that are ineligible due to an improperly credentialed supervising teacher. Resubmit adjusted reviews to CDE and TRUSD. Review Charter Petition and MOU with leadership and TRUSD to determine if this represents a violation of the charter petition or MOU.	1. The training recorded for current teachers regarding attendance will be available in Google Classroom anytime for all teachers. 2. The Director of CICA will continue to ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of CICA will coordinate with the Director of Attendance to flag any teachers that are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	**HCCS**	The Associate Deputy Director overseeing Academics sent an email with the video training for teachers on how to print rosters. 2024-2025 Bell Schedule Video: How teachers can print roster reviews for each period.	1. The Director of Instruction and Professional Learning will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Instruction and Professional Learning will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Instruction and Professional Learning will coordinate with the Director of Attendance to flag any teachers who are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training	HCCS will ensure all teachers are continuing to receive training on proper attendance procedures.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	
8	Teachers should be trained in taking attendance, and instructions for determining time and attendance value of work product created and enforced.	**CICA**	CICA has implemented pacing guides in compliance with AB 130, creating a document that records students' work products along with the time taken to complete them A training for teachers regarding attendance was held in August 2024, followed by another training for them that was completed in December 2024. Furthermore, any redesignation of a teacher or new teacher must complete a training with the compliance team.	1. The Director of Independent Study under the direction of the Associate Deputy Director will schedule a training that will be recorded for current teachers regarding attendance 2. The Director of Independent Study under the direction of the Associate Deputy Director will ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of Independent Study under the direction of the Associate Deputy Director will coordinate with the Director of Attendance to flag any teachers that are	1. The training recorded for current teachers regarding attendance will be available in Google Classroom anytime for all teachers. 2. The Director of CICA will continue to ensure that all new teachers have been trained on how to take attendance during their onboarding process. 3. The Director of CICA will coordinate with the Director of Attendance to flag any teachers that are not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				not taking attendance correctly repeatedly and provide more training for those teachers and additional support as needed. 4. All training sessions will be accompanied by a confirmation of training for each staff member. 5. Additional training will be provided/facilitated by the teacher's supervising Principal.	
9	IS Master Agreements should be made available to English learners in their own language, as well as in English. Teachers should be expected to review the IS Master Agreement with the student to ensure they understand expectations and are capable of performing in Independent Study before both sign the IS Master Agreement. Students	**HCCTS**	None.	In the 24-25 school year HCCTS will create translated Master agreements available in the 5 most spoken languages: Spanish Dari/ Farsi Russian Ukrainian Pashto HCCTS will implement the translated Master	HCCTS will implement the translated Master Agreements in the 25-26 school year and identify if adding more languages is necessary.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	should be required to demonstrate appropriate English proficiency prior to entering into the IS Master Agreement.			Agreements in the 25-26 school year and identify if adding more languages is necessary.	
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	**HCCS**	HCCTS is reviewing the Independent Study Master Agreements with legal counsel.	HCCS will not offer Independent Study for the remainder of the 2024-2025 school year.	HCCS will not offer Independent Study in the 2025-2026 school year.
10	Student engagement as defined by the IS Master Agreement should be followed and enforced.	**CICA**	HCCTS is reviewing the IS Master Agreements with legal counsel. A training for teachers by the compliance team was held in August 2024, followed by another training for them that was completed in December 2024.	1. An HCCTS Associate Deputy Director will contact Procopio regarding potential updates to CICA's master agreement to see if the language regarding daily student communication can be removed. 2. Under the Direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained	The Director of CICA will ensure that teachers continue to be trained on IS master agreements and the student requirements during the Professional Development days by the Compliance Team. Principals will continue to monitor the teachers to ensure that they are reviewing their IS documents correctly including making sure that the

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				on IS master agreements and the student requirements during mandatory Professional Development days in May and August of each year. All training sessions will be accompanied by a confirmation of training for each staff member. 3. Principals will monitor the teachers to ensure that teachers are reviewing their IS documents correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well.	students are turning in the correct documents, flagging any teachers who have issues or questions, and any students who did not turn in the correct documents and make respective updates. Communication with the student is essential as well.
11	Master Agreements should be revised to agree with	**HCCTS**	HCCTS is reviewing the IS Master Agreements with	HCCTS Leadership will revise Board Policy 6158	Master Agreements will be implemented in the

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
	Board Policy.		legal counsel.	to agree with the Master Agreement.	2025-2026 school year.
12	Independent Study Master Agreements should be revised going forward to ensure that none have a duration longer than one school year.	**CICA**	None.	1. CICA's Special Projects Coordinator for independent study compliance will ensure the Independent Study Master Agreement is revised so that every new student beginning February 17, 2025 has a duration of no more than one school year in the 2024-2025 school year. 2. Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.	CICA Beginning in the 2025-2026 school year, Independent Study Master agreements will end on the last day of the school year.
13	Student engagement logs should be maintained centrally and reflect contact with students as required by the State Audit Guide.	**CICA**	The compliance team has held trainings for CICA teachers and retrained all teachers in August of the 24-25 school year.	1. Under the direction of CICA's Associate Deputy Director and the Director of Independent Study, CICA's Special Projects Coordinator for compliance will ensure that teachers are trained	1. The Director of CICA along with the Special Projects Coordinator for compliance will continue to ensure that teachers are trained on student engagement logs and the student requirements

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				on student engagement logs and the student requirements during the Professional Development days in May. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well. 3. Students who do not comply with IS Master Agreements will be	during the Professional Development days in May and August. Following the Professional Development trainings in May all new teachers will be trained during onboarding. 2. Principals will monitor the teachers to ensure that teachers are maintaining student engagement logs correctly including making sure that the students are turning in the correct documents, flagging any students who did not turn in the correct documents, and updating the attendance for those students to be absent. Communication with the student is essential as well. 3. Students who do not comply with IS Master Agreements will be evaluated for participation in the program, and if found ineligible, will be

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				evaluated for their participation in the program, and if found ineligible, will be disenrolled.	disenrolled.
14	There is evidence of communication that HCCTS intends to inform TRUSD of changes in attendance policies and procedures moving forward and that there will be an agreed-upon process for doing so. In the future, any change in attendance software, process or procedure should be approved by TRUSD prior to implementation.	**HCCTS**	Unlike traditional K-12 school districts, Student Attendance processes and procedures are approved by the authorizing LEA rather than the California Department of Education. During 2022-23 and 2023-24, HCCS made numerous changes to procedures for collecting attendance reviewing and has informed TRUSD of these changes. Within the 2022-2023 TRUSD annual oversight review for HCCS, there is the following paragraph: *"This year HCCTS plans to increase the use of games in their homework assignments, especially for English Learners so they*	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.	HCCTS will seek approval from TRUSD before making any changes to the attendance policies.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			have fun ways to learn. They will also be expanding the use of the "Brain" application beyond collecting attendance and meeting compliance requirements to support the academic programs."		
15	HCCTS should assign an employee to be responsible charter-wide for ensuring and enforcing attendance rules and procedures, and providing them with resources to ensure accurate reviewing and coordination of training teachers and Principals.	**HCCTS**	HCCTS has a board-approved job description for the Director of Attendance and Admissions position. HCCTS has filled this position. HCCTS is currently interviewing for Attendance technicians and specialists.	1. The Director of Attendance will monitor the storage of the teacher's attendance for 3 years. 2. The Director of Attendance will ensure there are regular audits of the attendance to make sure there are no blanks in PS. 3. The Director of Attendance will present new policies regarding attendance to teachers or those affected. The CBO will bring forth any new attendance policy changes and notify TRUSD if adopted.	HCCTS will have the Director of Attendance continue monitoring teacher attendance storage for three years, conduct regular audits to ensure no blanks in PowerSchool, and present new attendance policies to teachers, with any adopted changes being communicated to TRUSD by the CBO.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	**HCCS**	None.	For the 2024-2025 school year, no action will be taken.	HCCS will implement a single attendance track beginning in the 2025-2026 school year. This track will begin on 8/11 to align with the start of the Twin Rivers school year. All tracks will meet the minimum number of instructional minutes as outlined in Education Code 47612.5.
16	All students should be enrolled in one track unless there are separate classrooms for tracks, and separate calendars are created. One option would be to place IHS in the longer year of Track A, Bridge in Track B, and HS in Track C.	**CICA**	For the 2024-2025 school year, no action will be taken.	CICA will define summer track dates.	CICA will move to a single track for attendance in the 2025-2026 school year.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
17	It is recommended that CICA review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly by the appropriate CICA teacher.	**CICA**	The Director of CTE has begun reviewing all attendance practices and policies to better understand where each program needs to improve. The Deputy Director is looking into how other schools with CTE programs track and monitor attendance for CTE programs and how to incorporate attendance practices into MOUs moving forward.	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are	CICA will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				regularly updated. 4. The attendance specialists and the attendance technician leads are trained.	
17	It is recommended that HCCS review expectations with CTE teachers and ensure that student attendance is being reviewed properly and promptly to the appropriate HCCS teacher.	**HCCS**	All internal CTE teachers have been trained on entering daily attendance.	The Associate Deputy Director will ensure that: 1. All external CTE teachers will be trained on entering daily attendance. 2. Teachers will complete a summative assessment to show understanding after training. 3. All CTE teachers will be held accountable for daily attendance. 4. CTE teachers not entering daily attendance will be subject to corrective action. The Director of Attendance and Admissions will ensure that: 1. All daily, weekly, monthly, and quarterly	HCCS will implement the process of training CTE teachers on daily attendance procedures, attendance reviewing, and audits.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
				attendance reviews are overseen. 2. Weekly attendance audits across sites for all teachers are coordinated. 3. Attendance policies are regularly updated. 4. The attendance specialists and the attendance technician leads are trained.	
18	Review existing board policies and update as needed. Board policies should include a date of Board approval.	**HCCTS**	1. HCCTS utilizes board management Diligent Community Software to enhance public transparency and engagement and ensure that staff have access to final drafts with approval dates from the board. 2. Leadership has reviewed all board agendas and minutes. To date, HCCTS revised 38 policies and removed 4 policies. The remaining 41 will be revised by June	1. Ongoing Review: Continue reviewing and updating existing board policies 2. Completion Timeline: Complete the review and update of all existing board policies by June 30, 2025. 3. Communication Plan: Once updated, communicate the revised policies to relevant staff and educational partners, emphasizing any major changes.	HCCTS will continue to review and update all existing board policies when needed. If updated, HCCTS will communicate the revised policies to relevant staff and educational partners.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			30, 2025, to ensure comprehensive and accurate collection and tracking of all board policies. 3. HCCTS continues to identify needs for additional policy development. 4. All board policies have been reviewed to ensure that all approval dates are included.		
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	**HCCS**	The HCCS SARC was approved by the Board on January 23, 2024. The HCCS SARC contains all required school data as well as additional information regarding class sizes and graduation rates.	None.	The 2025-26 HCCS SARC will contain all required information, it will be both accurate and complete.
19	The SARC should be reviewed for accuracy and compared to class rosters and reviewed attendance.	**CICA**	The CICA SARC has been reviewed. The SARC for 2023-2024 includes additional information that is not required by CDE as it	None.	The 2024-2025 CICA SARC will contain all required information, it will be both accurate and complete.

Finding Number	TRUSD Recommendation	School	Actions Taken	Action plan 2024-2025	Action plan 2025-2026
			pertains to class size data.		
20	**It is recommended that TRUSD thoroughly review the annual audit, the annual SARC, all ADA reviewing documentation, student attendance calendars and class schedules, class sizes, IS Master Agreement templates, teacher credentials, and any and all procedural and internal control changes made by HCCTS as it relates to HCCS and CICA student attendance.*	**HCCTS**	Leadership at HCCTS is in regular communication with TRUSD to ensure all oversight concerns are received and responded to. HCCTS' CBO meets regularly with the TRUSD Executive Director of Fiscal Services of TRUSD regarding budgets, fiscal reviewing, and oversight fees. The Director of Accountability and Assessment communicates with TRUSD regarding annual audits, LCAPs, updated policies, and enrollment reviews, and provide additional documentation needed for TRUSD oversight.	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, ADA reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.	HCCTS will continue to communicate with TRUSD and provide all the information requested and needed regarding SARCs, attendance calendars, class sizes, average daily attendance reviewing, Independent Study compliance, teacher credentialing, and attendance SOPs.

**These findings are intended for TRUSD.*

HCCTS Attendance Standard Operating Procedures (SOP)s

Between August 2024 and January 2025, HCCTS has drafted new attendance policies and procedures. These procedures have been aligned with state requirements and all recommendations have been built into the new attendance processes. The drafts of the attendance SOPS for HCCS and CICA will be sent to Dennis Snelling, HCCTS external Auditors, and legal counsel. Once approved by HCCTS' external auditor and corrections have been made, HCCTS will submit them to the HCCTS Board of Directors for approval. Once approved by the HCCTS board, they will be sent to TRUSD. During the remainder of the 2024-2025 school year, entering daily attendance and following the new attendance protocols will be the primary areas of focus.

School Accountability Report Cards (SARCs)

2023-2024 HCCS SARC
2023-2024 CICA SARC

Glossary of Terms

ADA	Average Daily Attendance
CBO	Chief Business Official
CDE	California Department of Education
CICA	California Innovative Career Academy, independent study program
CTE	Career Technical Education- Classes, programs, and pathways that lead students to the workforce. Includes programs such as medical assisting, truck driving, Certified Nursing Assistant, and early childhood education.

Diligent Community (formerly known as Board Docs)	A software system that organizes policies and board agendas
Eide Bailey	External Auditors contracted by HCCTS to perform annual audits
HCCS	Highlands Community Charter School, seat-based adult-serving high school program
HCCTS	Highlands Community Charter and Technical Schools. A non-profit administering both HCCS and CICA
IS	Independent Study
LCAP	Local Control Accountability Plan
MOU	Memorandum of Understanding
PowerSchool (PS)	Comprehensive Student Information System used by HCCTS to enter attendance, grades, credits, and other student information
SARC	School Accountability Report Card
SOP	Standard Operating Procedure
TRUSD	Twin Rivers Unified School District

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Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

February 19, 2025

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

RE: Request for Information – CICA Instructional Minutes
TRUSD Replay to HCCTS Response Dated 11/26/2024

Dear Mr. McGuire:

As the authorizing entity for the California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On October 30, 2024 Sharilyn Warta, District Project Manager, sent an email to Melissa Roberson, HCCTS Director of Accountability and Assessment, regarding the instructional minutes for CICA. By correspondence, HCCTS replied to Ms. Warta on November 26, 2024.

Action Required

- In the enclosed November 26 letter, you state that HCCTS submitted updated pacing guides to its legal counsel on November 7, 2024 "to evaluate the extent of the time combination of the time value of pupil work products or the value of the work product and participation in synchronous instruction, as applicable by grade level, as outlined in EC Section 51747.5; 51749.6." The District requests an update regarding the status of this review.

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

- Please include with your update documentation that demonstrates the minimum number of instructional days and minutes are being met as required by California Education Code and/or applicable California Code of Regulations for each grade level served.

Within **10 calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information and records responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Your response should be directed to the District for my attention. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Ryan DiGiulio
Chief Business Official, Twin Rivers Unified School District

Enclosures:
HCCTS Response dated November 26, 2024

cc.
Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Gina Carreón, Chief Human Resources Official, TRUSD, C, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 24, 2025

Via Email

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652
Ryan.digiulio@trusd.net

Re: Response to TRUSD's February 19, 2025 Request for Information Regarding CICA Instructional Minutes

Dear Mr. DiGiulio:

In accordance with Education Code section 47604.3, we strive to promptly respond to all reasonable inquiries from Twin Rivers Unified School District ("District") as our charter authorizer. On February 19, 2025, HCCTS received a written request from the District for information and records regarding CICA instructional minutes, instructing HCCTS to provide within 10 calendar days a timeline for when HCCTS would expect to provide the requested information and records. On February 20, 2025, which was within 10 calendar days, HCCTS staff informed the District that we would provide responsive information and records by April 25, 2025. On February 21, 2025, the District requested that we respond by March 24, 2025, and we agreed to the revised timeline. Accordingly, HCCTS now responds to the District's February 19, 2025 requests.

1. Status Update on Legal Counsel Review

The District requested the following: *"In the enclosed November 26 letter, you state that HCCTS submitted updated pacing guides to its legal counsel on November 7, 2024 "to evaluate the extent of the time combination of the time value of pupil work products or the value of the work product and participation in synchronous instruction, as applicable by grade level, as*

outlined in EC Section 51747.5; 51749.6." The District requests an update regarding the status of this review."

HCCTS has continued to work on its pacing guides and consult with legal counsel as needed. Please see our discussion under item 2 below for additional context about the pacing guides.

2. Documentation Reflecting Compliance with Instructional Time Requirements

The District requested the following: *"Please include with your updated documentation that demonstrates the minimum number of instructional days and minutes are being met as required by California Education Code and/or applicable California Code of Regulations for each grade level served."*

Charter schools are required to provide at least 175 days of instruction per year. (5 C.C.R. § 11960(b).) The enclosed school calendar reflects that CICA is scheduled to provide more than 175 instructional days in the 2024-25 school year at 204 days.

Charter schools must also offer a minimum number of minutes of instruction per year in accordance with the grade levels they serve. Charter schools are required to offer at least 64,800 annual instructional minutes to pupils in grades 9-12. (Ed. Code, § 47612.5.) Unlike school districts, charter schools are not subject to minimum daily instructional minute requirements.

Pursuant to CICA's charter petition, a student's grade level is determined based on their past transcripts, CASAS assessment performance, and age at the time of admission. Students at CICA are placed at the high school grades 9, 10, and 12. As further context, all courses at CICA are standards-based. Students are expected to meet the applicable grade level standards before being promoted to the next grade level. When a student completes a course at CICA—i.e., satisfactorily completes sufficient pupil work products or both satisfactorily completes sufficient pupil work products and participates in synchronous instruction in accordance with Education Code section 51747.5, the student has met the same course standards that a student in an equivalent site-based program would be required to meet. Thus, a full course load at CICA has an equivalent time value and, therefore, constitutes the same minimum instructional minutes as in a site-based program under Education Code section 47612.5.

Enclosed are the school's internal pacing guides for core curriculum courses offered by CICA, which are each one semester long. A full course load at CICA consists of five courses per semester. As evidenced by the enclosed pacing guides, the average time value assigned for successful completion of each course is approximately 125 hours (i.e., tutorial completion hours combined with guided notes completion hours). Accordingly, where a student enrolls in and

successfully completes a full course load for two consecutive semesters, CICA would have offered, and such student would have completed approximately 75,000 instructional minutes per year, which is above the 64,800 annual instructional minute requirement.

We look forward to sharing our plans for the 2025-26 school year in the near future. Please let me know if the District requests other forms of documentation demonstrating compliance, do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org for any follow-up questions.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Enclosure: CICA 2024-25 School Calendar
Pacing Guides for Core Curriculum Courses

cc: Steve Martinez, Superintendent, steve.martinez@trusd.net
Gina Carreón, Chief Human Resources Official, gina.carreon@trusd.net
Marci Bernard, Interim Associate Superintendent, marci.bernard@trusd.net

Algebra 1A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Variables and Expressions (1 credit)							
Week 1	Exponential Expressions	7.25	1.75	20	0:00	14	5
Week 1	Using Variables	7.25	1.75	17	0:00	14	5
Week 1	Properties of Operation	7.25	1.75	18	1:47	15	5
Unit 2: Expressions and Equations (1 Credit)							
Week 2	Problems with Equations	7.25	1.75	14	0:00	8	5
Week 2	Problems with Inequalities	7.25	1.75	16	1:31	13	5
Week 2	Real-World Expressions	7.25	1.75	16	0:00	15	5
Unit 3: Utilizing Expressions and Equations (1 credit)							
Week 3	Equations in the Real World	7.25	1.75	19	0:00	14	5
Week 3	Inequalities as Constraints	7.25	1.75	26	3:13	19	5
Week 3	Quantitative Relationships	7.25	1.75	22	2:59	11	5
Unit 4: Exponents (1 Credit)							
Week 4	Properties of Exponents	11	1.5	21	0:17	6	5
Week 4	Introduction to the Pythagoreum Theorum	11	1.5	21	4:38	20	5
Unit 5: Polynomials (1 Credit)							
Week 5	Adding and Subtracting Polynomials	5.5	0.75	32	5:56	8	5
Week 5	Multiplying Polynomials	5.5	0.75	28	3:47	7	5
Week 5	Factoring Polynomials Part:1	5.5	0.75	30	5:38	10	5
Week 5	Factoring Polynomials Part:2	5.5	0.75	27	2:57	10	5

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Final Credit(s):
End Date:

Algebra 1B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Ratios and Rates (1 credit)							
Week 1	Introduction to Ratios	5.5	0.75	22	2:13	10	5
Week 1	Rates	5.5	0.75	17	0:00	12	5
Week 1	Tables of Ratios	5.5	0.75	20	0:00	14	5
Week 1	Applications of Rates	5.5	0.75	15	1:07	11	5
Unit 2: Proportions and Statistics (1 Credit)							
Week 2	Ratios and Rates as Percentages	7.25	1.75	18	0:00	10	5
Week 2	Measurement Units and Ratio Conversions	7.25	1.75	16	1:32	10	5
Week 2	Visual Representations of Data	7.25	1.75	35	13:49	25	5
Unit 3: Graphing Review (1 credit)							
Week 3	The Coordinate Plane	5.5	0.75	25	2:09	14	5
Week 3	The Coordinate Plane in the Real World	5.5	0.75	15	0:00	17	5
Week 3	Slope	5.5	0.75	19	5:28	20	5
Week 3	Equations of a Line	5.5	0.75	20	2:01	23	5
Unit 4: Solving Systems of Equations (1 Credit)							
Week 4	Solving Systems of Linear Equations Graphically	7.25	1.75	18	1:11	19	5
Week 4	Solving Systems of Linear Equations Algebraically	7.25	1.75	23	4:13	18	5
Week 4	Solving Problems with Systems of Linear Equations	7.25	1.75	19	2:13	21	5
Unit 5: Complex Systems (1 Credit)							
Week 5	Solutions to Linear Equations	11	1.5	19	6:49	19	5
Week 5	Systems of Inequalities	11	1.5	22	0:17	9	5

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Final Credit(s):
End Date:

Earth Science A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Introduction to Science (1 credit)							
Week 1	What is Science	11	1.5	34	8:09	11	5
Week 1	Matter and Energy	11	1.5	40	7:02	18	5
Unit 2: Earth and Space Systems (1 Credit)							
Week 2	Earth and Space Systems	11	1.5	36	8:51	15	5
Week 2	Gravity's Role in the Universe	11	1.5	39	5:33	18	5
Unit 3: Planets and Moons (1 credit)							
Week 3	The Sun-Earth-Moon System	11	1.5	54	3:46	18	5
Week 3	The Planets	11	1.5	43	7:44	17	5
Unit 4: Earth's Cycles (1 Credit)							
Week 4	Weathering and Erosion	11	1.5	44	11:06	16	5
Week 4	The Rock Cycle	11	1.5	33	3:35	11	5
Unit 5: A Changing Planet (1 Credit)							
Week 5	Plate Tectonics	11	1.5	44	11:01	17	5
Week 5	Earth's Changing Surface	11	1.5	41	11:42	13	5

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Final Credit(s):
End Date:

Earth Science B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Earth Systems (1 credit)							
Week 1	The Cycles of Earth	11	1.5	46	9:30	13	5
Week 1	Natural Resources	11	1.5	45	6:51	15	5
Unit 2: Weather and Climate (1 Credit)							
Week 2	The Uneven Heating of Earth	11	1.5	44	5:54	10	5
Week 2	The Mechanics of Weather	11	1.5	46	7:47	19	5
Unit 3: Earth's Changing Climate (1 credit)							
Week 3	Earth's Structures and Climate	11	1.5	40	7:46	15	5
Week 3	The Mechanics of Climate Change	11	1.5	51	6:40	18	5
Unit 4: Natural DIsasters (1 Credit)							
Week 4	Technology and the Changing Earth	11	1.5	48	2:56	22	5
Week 4	Natural Hazards	11	1.5	47	6:10	19	5
Unit 5: Human impact and Solutions (1 Credit)							
Week 5	The Human Population	11	1.5	42	7:02	19	5
Week 5	Taking Care of Our Planet	11	1.5	42	8:08	20	5

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Final Credit(s):
End Date:

Economics

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Personal Finance (1 credit)							
Week 1	Financial Planning	5.5	0.75	28	1:17	8	5
Week 1	Managing Income and Expenses	5.5	0.75	38	5:45	6	5
Week 1	Banking	5.5	0.75	31	4:06	10	5
Week 1	Using Credit	5.5	0.75	35	3:35	11	5
Unit 2: Introduction to Economics (1 Credit)							
Week 2	Scarcity and Opportunity	11	1.5	34	9:15	23	5
Week 2	Economic Systems	11	1.5	51	5:20	32	5
Unit 3: Free Market and Businesses (1 credit)							
Week 3	Supply and Demand	7.25	1.75	56	4:39	32	5
Week 3	Business Structures	7.24	1.75	46	2:50	24	5
Week 3	Labor	7.25	1.75	52	4:50	23	5
Unit 4: Government (1 Credit)							
Week 4	The Role of Government	11	1.5	45	4:32	38	5
Week 4	Costs and Benefits of Government	11	1.5	46	5:56	19	5
Unit 5: Regulations (1 Credit)							
Week 5	Market Structures	11	1.5	59	7:54	19	5
Week 5	Taxation	11	1.5	51	5:34	29	5

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Final Credit(s):
End Date:

English A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	total number of application questions	total number of mastery test questions
Unit 1: Language Structure and Function - Nouns (1 credit)								
Week 1	What is a Noun	5	0	22	0:00	10	5	5
Week 1	Identifying Subjects	5	0	23	0:00	13	5	5
Week 1	Types of Nouns	5	0	44	0:00	18	5	15
Week 1	How Nouns are Used	5	0	62	0:00	31	5	5
Unit 2: Language Structure and Function - Nouns and Verbs(1 Credit)								
Week 2	What is a Verb	4	0	25	0:00	11	5	5
Week 2	Parts of Verbs	4	0	46	0:00	23	5	10
Week 2	Recognizing Verbs	4	0	50	0:00	26	5	5
Week 2	Subject and Verb Agreement	4	0	85	0:00	50	5	5
Week 2	Nouns and Verbs and Number	4	0	39	0:00	22	5	5
Unit 3: Language Structure and Function - Pronouns (1 credit)								
Week 3	What is a Pronoun	3.6	0	32	0:00	16	5	5
Week 3	The Pronoun: Replacement for a Noun	3.6	0	53	0:00	16	5	15
Week 3	Personal Pronouns	3.6	0	32	0:00	20	5	5
Week 3	Nouns, Pronouns and Gender	3.6	0	31	0:00	21	5	5
Week 3	Making Nouns and Pronouns Agree in Sentences	3.6	0	35	0:00	21	5	5
Week 3	How Pronouns are Used	3.6	0	53	0:00	33	5	5
Week 3	Pronoun and Antecedant Agreement	3.6	0	67	0:00	29	5	5
Unit 4: Language Structure and Function - Adjectives and Adverbs (1 Credit)								
Week 4	Recognizing Adjectives	4	0	35	0:00	16	5	5
Week 4	More about Adjectives	4	0	42	0:00	22	5	10
Week 4	Identifying Adverbs	4	0	37	0:00	18	5	5
Week 4	More about Adverbs	4	0	38	0:00	21	5	10
Week 4	Learning About Prepostions	4	0	25	0:00	15	5	5
Unit 5 :Language Structure and Function - Punctuation (1 Credit)								
Week 5	The Basics of Punctuation	3.6	0	30	0:00	9	5	5
Week 5	Capital Letters	3.6	0	43	0:00	22	5	5
Week 5	Proper Nouns and Capitals	3.6	0	36	0:00	24	5	5
Week 5	Commas 1	3.6	0	30	0:00	10	5	5
Week 5	Colons and Semicolons	3.6	0	36	0:00	15	5	5
Week 5	Quotation Marks	3.6	0	30	0:00	15	5	5
Week 5	Sentence Fragments	3.6	0	27	0:00	13	5	5

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Final Credit(s):
End Date:

English B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of application questions	Total number of mastery test questions
Unit 1: Reading Skills: Main Idea and Supporting Details (1 credit)								
Week 1	Identifying the Main Idea 1	6.25	0	27	0:00	9	5	5
Week 1	Identifying the Main Idea 2	6.25	0	33	0:00	10	5	5
Week 1	Locating Supporting Details	6.25	0	23	0:00	6	5	5
Week 1	Details that Support the Main Idea	6.25	0	33	0:00	19	5	5
Unit 2: Reading Skills: Context, Structure, and Logic (1 Credit)								
Week 2	Chronological and Logical Order	6.25	0	27	0:00	15	5	5
Week 2	Cause and Effect Relationships	6.25	0	31	0:00	15	5	5
Week 2	Vocabulary: Meaning from Context	6.25	0	43	0:00	24	5	5
Week 2	Reading Strategies	5.5	0.75	25	0:19	6	0	5
Unit 3: Narratives (1 credit)								
Week 3	Understanding Plot	6.25	0	25	0:00	11	5	5
Week 3	Setting	6.25	0	23	0:00	12	5	5
Week 3	Characterization	5.5	0.75	35	3:35	11	0	5
Week 3	Writing a Narrative	5.5	0.75	30	0:19	13	0	5
Unit 4: Persuasion, Rhetoric, and Writing an Argumentative Text (1 Credit)								
Week 4	Identifying Elements of Persuasion	5.5	0.75	48	2:18	18	0	5
Week 4	Analyzing Rhetoric	5.5	0.75	28	0:19	27	0	5
Week 4	Defend or Challenge Claims	5.5	0.75	28	0:19	10	0	5
Week 4	Composing Argumentative Texts	5.5	0.75	32	0:19	13	0	5
Unit 5 : Business English (1 Credit)								
Week 5	What is Business Writing?	5.5	0.75	40	0:19	11	0	5
Week 5	Writing a Positive Message	5.5	0.75	36	1:02	10	0	5
Week 5	Writing a Negative Message	5.5	0.75	29	0:44	7	0	5
Week 5	Writing a Persuasive Message	5.5	0.75	31	1:19	11	0	5

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Final Credit(s):
End Date:

English C

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of questions	Total number of application questions	Total number of mastery test questions
Unit 1: Writing Style and Structure (1 credit)								
Week 1	Effective Writing	3.56	0	57	0:00	25	5	5
Week 1	The Topic Sentence	3.56	0	41	0:00	22	5	5
Week 1	Order of Sentences in Paragraphs	3.56	0	47	0:00	20	5	5
Week 1	Improving Structure in Paragraphs	3.56	0	49	0:00	29	5	5
Week 1	Paragraph Development and Organization	3.56	0	34	0:00	13	5	5
Week 1	The Writing Process	3.56	0	41	0:00	11	0	0
Week 1	From Ideas to Sentences	3.56	0	54	0:00	7	0	0
Unit 2: Researching Part 1 (1 Credit)								
Week 2	Crafting a Research Question and Developing a Plan	11	1.5	32	0:19	16	0	5
Week 2	Gathering Information Using Keywords and Phrases	11	1.5	33	0:19	14	0	5
Unit 3: Researching Part 2 (1 credit)								
Week 3	Evaluating Sources to Determine Usefulness and Connections to the Research Topic	11	1.5	41	0:19	20	0	5
Week 3	Evaluating Sources for Credibility and Reliability	11	1.5	54	0:19	33	0	5
Unit 4: Research Writing Part 1 (1 Credit)								
Week 4	Analyzing Structural Elements of an Expository Text to Develop an Outline	11	1.5	41	0:19	21	0	5
Week 4	Synthesizing and Citing Sources to Develop a Paper	11	1.5	46	0:19	17	0	5
Unit 5 : Research Writing Part 2 (1 Credit)								
Week 5	Strengthening Writing through Editing, Revision, and Feedback	11	1.5	42	0:19	18	0	5
Week 5	Creating a Multimedia Presentation	11	1.5	36	2:45	19	0	5
		[redacted]						

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Final Credit(s):
End Date:

Life Science A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	total number of questions	Total number of mastery test questions
Unit 1: Introduction to Cells (1 credit)							
Week 1	Methods of Science	11	1.5	35	6:24	18	5
Week 1	Cells: The Basic Units of Life	11	1.5	37	2:58	15	5
Unit 2: Body Systems (1 Credit)							
Week 2	Tissues, Organs, and Systems	11	1.5	41	2:30	19	5
Week 2	Sensory Receptors	11	1.5	41	2:52	17	5
Unit 3: Organism Development and Reproduction (1 credit)							
Week 3	The Growth and Development of Organisms	11	1.5	36	7:50	16	5
Week 3	Types of Reproduction	11	1.5	37	3:01	17	5
Unit 4: Introduction to Genetics(1 Credit)							
Week 4	Introduction to Genes	11	1.5	38	6:30	17	5
Week 4	Genetic Mutations	11	1.5	37	2:31	18	5
Unit 5 : Genetic Selection and Diversity (1 Credit)							
Week 5	Natural Selection	11	1.5	37	5:37	15	5
Week 5	Genetic Diversity	11	1.5	42	2:53	15	5

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Final Credit(s):

End Date:

Pre-Algebra A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of practice questions	Total number of mastery test questions
Unit 1: Fundamental Math Skills (1 credit)								
Week 1	Understanding Whole Numbers: 0 through 10	3.14	0.43	25	0:00	10	10	5
Week 1	Greater Than, Less Than, Equal To	3.14	0.43	28	0:00	8	10	5
Week 1	Understanding Place Value: Thousands	3.14	0.43	25	0:00	3	10	5
Week 1	Proper Fractions and Improper Fractions	3.14	0.43	27	0:00	5	10	5
Week 1	Adding Two 2-Digit Numbers: Sums Greater Than 99	3.14	0.43	37	0:00	10	10	5
Week 1	Subtracting a 1-Digit Number from a 2-Digit Number	3.14	0.43	27	0:00	3	10	5
Week 1	Multiplying a 2-Digit Number by a 1-Digit Number	3.14	0.43	33	0:00	7	10	5
Week 1	Division Basic Facts	3.14	0.43	27	0:00	4	10	5
Unit 2: Fraction Concepts (1 Credit)								
Week 2	Renaming Improper Fractions as Whole or Mixed Numbers	5.5	0.75	32	0:00	7	10	5
Week 2	Renaming Mixed Numbers as Improper Fractions	5.5	0.75	33	0:00	10	10	5
Week 2	Simplifying Fractions	5.5	0.75	41	0:00	12	10	5
Week 2	Working with Common Denominators and the Least Common Denominator	5.5	0.75	38	0:00	11	10	5
Unit 3: Adding and Subtracting Fractions (1 credit)								
Week 3	Adding and Subtracting Fractions: Like Denominators	5.5	0.75	31	0:00	6	10	5
Week 3	Adding and Subtracting Fractions: Unlike Denominators	5.5	0.75	39	0:00	9	10	5
Week 3	Adding Mixed Numbers	5.5	0.75	36	0:00	11	10	5
Week 3	Subtracting Mixed Numbers: Like Denominators	5.5	0.75	30	0:00	9	10	5
Unit 4: Multiplying and Dividing Fractions, Intro to Decimals (1 Credit)								
Week 4	Multiplying Two Fractions	4.4	0.6	35	0:00	7	10	5
Week 4	Multiplying Whole Numbers and Mixed Numbers	4.4	0.6	33	0:00	9	10	5
Week 4	Understanding Decimal Place Value: Tenths and Hundredths	4.4	0.6	37	0:00	8	10	5
Week 4	Relating Decimals, Fractions, and Mixed Numbers	4.4	0.6	32	0:00	6	10	5
Week 4	Comparing and Ordering Decimals	4.4	0.6	41	0:00	3	10	5
Unit 5 : Operations with Decimals (1 Credit)								
Week 5	Rounding Decimals	4.4	0.6	27	0:00	4	10	5
Week 5	Adding and Subtracting Decimals	4.4	0.6	34	0:00	4	10	5
Week 5	Multiplying Decimals	4.4	0.6	31	0:00	6	10	5
Week 5	Multiplying Decimals by 10 or 100	4.4	0.6	35	0:00	11	10	5
Week 5	Dividing a 2-Digit Number by 10 or 100	4.4	0.6	28	0:00	6	10	5

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Final Credit(s):
End Date:

Pre-Algebra B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of practice questions	Total number of mastery test questions
Unit 1: Working with Percents(1 credit)								
Week 1	Understanding Percent	5.5	0.75	27	0:00	6	10	5
Week 1	Relating Fractions, Decimals, and Percents	5.5	0.75	35	0:00	7	10	5
Week 1	Finding a Percent of a Whole Number	5.5	0.75	23	0:00	3	10	5
Week 1	Finding a Percent of a Decimal Number	5.5	0.75	25	0:00	2	10	5
Unit 2: Measurement (1 Credit)								
Week 2	Measuring Length: Metric Units	5.5	0.75	30	0:00	6	10	5
Week 2	Measuring Length: Customary Units	5.5	0.75	30	0:00	6	10	5
Week 2	Telling Time to the Minute	5.5	0.75	43	0:00	8	10	5
Week 2	Measuring Temperature: Fahrenheit	5.5	0.75	31	0:00	6	10	5
Unit 3: Visualizing Numbers (1 credit)								
Week 3	The Number Line	4.4	0.6	17	0:00	13	0	5
Week 3	Absolute Values	4.4	0.6	14	0:00	14	0	5
Week 3	Ordering Values in the Real World	4.4	0.6	18	0:00	16	0	5
Week 3	Inequalitites on the Number Line	4.4	0.6	18	1:42	14	0	5
Week 3	Positive and Negative Rational Numbers	4.4	0.6	15	0:00	14	0	5
Unit 4: Ratios, Proportions, and Probability (1 Credit)								
Week 4	Understanding Ratio	4.4	0.6	26	0:00	6	10	5
Week 4	Equivalent Ratios	4.4	0.6	23	0:00	2	10	5
Week 4	Solving Proportions	4.4	0.6	32	0:00	8	10	5
Week 4	Understanding Proportion	4.4	0.6	28	0:00	6	10	5
Week 4	Introduction to Probability	4.4	0.6	19	6:09	10	0	5
Unit 5 : Geometry Basics (1 Credit)								
Week 5	Lines, Parts of Lines, and Angles	4.4	0.6	26	0:00	5	10	5
Week 5	Area: Counting Square Units	4.4	0.6	26	0:00	3	10	5
Week 5	Calculating the Area of Rectangles and Squares	4.4	0.6	31	0:00	1	10	5
Week 5	Calculating the Area of Triangles	4.4	0.6	27	0:00	4	10	5
Week 5	Calculating the Volume of a Rectangular Prism	4.4	0.6	26	0:00	2	10	5

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Final Credit(s):

End Date:

U.S. Government

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Foundations of US Democracy (1 credit)							
Week 1	Comparing Government Systems	11	1.5	35	1:17	6	5
Week 1	The Development of US Democracy	11	1.5	28	10:11	10	5
Unit 2: Founding Documents of Democracy (1 Credit)							
Week 2	The Declaration of Independence and the Articles of Confederation	11	1.5	23	7:33	10	5
Week 2	The Constitution and the Bill of Rights	11	1.5	39	6:41	12	5
Unit 3: Branches and Levels of Government (1 credit)							
Week 3	The Legislative Brach	7.25	1.75	36	10:14	15	5
Week 3	The Executive Branch	7.24	1.75	42	15:14	10	5
Week 3	The Judicial Branch	7.25	1.75	46	15:47	18	5
Unit 4: Citizenship and Civic Participation (1 Credit)							
Week 4	Local, State, and National Government	7.25	1.75	41	9:36	10	5
Week 4	Political Parties, Elections, and Elected Officials	7.24	1.75	42	7:17	13	5
Week 4	Citizenship and Civic Participation	7.25	8:27	30	827	8	5
Unit 5 : Foreign and Domestic Policy (1 Credit)							
Week 5	Foreign Policy	11	1.5	28	9:59	10	5
Week 5	Dometic Policy	11	1.5	24	15:24	10	5

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Final Credit(s):

End Date:

U.S. History A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Foundations of a Nation (1775-1877) (1 credit)							
Week 1	Clarifying Big Ideas: Continuity and Change	7.25	0	23	0:00	3	N/A
Week 1	The Founding of the United States	7.25	1.5	42	1:13	12	5
Week 1	The Nation Goes to War	7.25	1.5	55	0:14	20	5
Unit 2: Industrializing the Nation (1877-1914) (1 Credit)							
Week 2	Clarifying Big Ideas: Primary and Secondary Sources	7.25	0	32	0:00	7	N/A
Week 2	Industrialization and Innovation	7.24	1.5	47	0:14	15	5
Week 2	Westward Expansion	7.25	1.5	52	0:14	15	5
Unit 3: A Nation Reforms (1877-1914) (1 credit)							
Week 3	Clarifying Big Ideas: Understanding Point of View, Bias, and Frame of Reference	7.25	0	23	0:00	4	N/A
Week 3	Politics and Government in the Gilded Age	7.24	1.5	55	0:00	11	5
Week 3	The Progressive Era	7.25	1.5	37	2:14	13	5
Unit 4: A Nation Goes to War (1 Credit)							
Week 4	Clarifying Big Ideas: Analyzing a Historical Argument	7.25	0	23	0:00	4	N/A
Week 4	The US in World War I	7.24	1.5	57	4:14	23	5
Week 4	The Roaring 20's	7.25	1.5	54	2:06	16	5
Unit 5 : A Tumultuous Nation (1929-1945) (1 Credit)							
Week 5	Clarifying Big Ideas: Making a Historical Argument	7.25	0	27	0:00	5	N/A
Week 5	FDR, the United States, and the Second New Deal	7.24	1.5	51	0:14	18	5
Week 5	The United States and World War II	7.25	1.5	53	5:23	14	5

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Final Credit(s):
End Date:

U.S. History B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: A Nation Emerges (1945-1960) (1 credit)							
Week 1	Clarifying Big Ideas: Analyzing Quantitative Data	7.25	0	30	0:00	7	N/A
Week 1	Postwar US and the Cold War at Home	7.24	1.5	43	9:42	15	5
Week 1	Conflicts of the 1950s	7.25	1.5	55	1:29	24	5
Unit 2: A More Equal Nation (1960-1968) (1 Credit)							
Week 2	Clarifying Big Ideas: Understanding Causality	7.25	0	28	0:00	4	N/A
Week 2	Civil Rights Movements of the 1960s	7.24	1.5	61	0:14	17	5
Week 2	The Cold War Heats Up	7.25	1.5	50	0:14	17	5
Unit 3: A Nation in Turmoil (1968-1980) (1 credit)							
Week 3	Clarifying Big Ideas: Conducting Historical Research	7.25	0	23	0:00	4	N/A
Week 3	The Continued Fight for Civil Rights	7.24	1.5	65	0:14	13	5
Week 3	Vietnam: A Quagmire of a War	7.25	1.5	53	0:14	13	5
Unit 4: A Nation Takes the Lead (1980-1992) (1 Credit)							
Week 4	Clarifying Big Ideas: Making Historical Comparisons	7.25	0	20	0:00	3	N/A
Week 4	The End of the Cold War	7.24	1.5	45	0:14	16	5
Week 4	The Bush Administration	7.25	1.5	41	0:14	11	5
Unit 5 : The Modern Nation (1992-2021) (1 Credit)							
Week 5	Clarifying Big Ideas: Communicating Ideas	7.25	0	24	0:00	3	N/A
Week 5	The Bush Administration and the War on Terror	7.24	1.5	48	0:14	19	5
Week 5	The Obama Administration	7.25	1.5	70	1:47	19	5

\
Final Credit(s):
End Date:

World History A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: The Age of Revolutions (1 credit)							
Week 1	The English Civil War and the Glorious Revolution	11	1.5	47	4:59	11	5
Week 1	The Enlightenment	11	1.5	41	8:05	8	5
Unit 2: The Rise of Industry (1 Credit)							
Week 2	The Agricultural Revolution	11	1.5	31	7:02	11	5
Week 2	The Industrial Revolution	11	1.5	41	8:06	12	5
Unit 3: The Rise of Nationalism and Imperialism (1 credit)							
Week 3	The Rise of Nationalism	11	1.5	39	11:10	10	5
Week 3	Imperialism in Africa, India, and the Middle East	11	1.5	46	2:25	9	5
Unit 4: World War I (1 Credit)							
Week 4	The Great War	11	1.5	51	7:39	8	5
Week 4	World War I Ends	11	1.5	34	5:30	6	5
Unit 5 : World War II (1 Credit)							
Week 5	Between the Wars	11	1.5	54	5:17	11	5
Week 5	War Breaks Out	11	1.5	52	6:32	7	5

\
Final Credit(s):
End Date:

World History B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: The US Enters the War (1 credit)							
Week 1	The War in Europe and the Pacific	11	1.5	53	6:58	11	5
Week 1	The Holocaust and Other Atrocities	11	1.5	50	6:11	9	5
Unit 2: The End of World War II (1 Credit)							
Week 2	The Allies Win	11	1.5	55	7:58	13	5
Week 2	The Rise of Communist Governments	11	1.5	36	4:31	10	5
Unit 3: The Cold War (1 credit)							
Week 3	The Cold War Spreads	11	1.5	49	4:36	10	5
Week 3	The Cold War Ends	11	1.5	43	9:45	9	5
Unit 4: Postcolonialism (1 Credit)							
Week 4	The End of Empires in Asia	11	1.5	49	8:48	13	5
Week 4	Decolonization in Africa	11	1.5	51	7:17	12	5
Unit 5 : A Changing Globe (1 Credit)							
Week 5	Revolution and Reaction in the Americas	11	1.5	49	9:34	6	5
Week 5	Nationalism in the Middle East	11	1.5	48	6:37	10	5

\
Final Credit(s):
End Date:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2024-2025 Academic School Calendar

July 2024

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

August 2024

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

September 2024

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

October 2024

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

November 2024

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

December 2024

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

January 2025

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

February 2025

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

March 2025

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

April 2025

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

May 2025

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

June 2025

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

First/Last Day of School | **Teacher Work Day/No School** | **Holiday/No School** | **No School** | **End of Term**

Important Dates and School Holidays

July 1 - 5	Summer Break
Aug 7 - 9	Staff Development Days
Sept 2	Labor Day
Nov 11	Veterans Day
Nov 25 - 29	Thanksgiving Break
Dec 23 - Jan 3	Winter Break
Jan 20	Martin Luther King Jr. Day
Feb 17	Presidents' Day
Mar 31	César Chávez Day
Apr 14 - 18	Spring Break
May 5 - 6	Staff Development Days
May 26	Memorial Day
June 19	Juneteenth

From: Dennis Snelling
To: Sharilyn.Warta
Subject: Re: Links
Date: Saturday, May 10, 2025 7:03:50 AM
Attachments: image002.png
image003.png
image004.png
image005.png

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.

Report Suspicious

Shari, after our conversation I thought more about the 2022-23 minutes issue in the Final Report. I guess they could argue that the reason for the 10 minute break is that they had 290 continuous minutes of instruction. We could still argue about it, but at this point I am fine with granting them that HCCS was 4000 minutes short rather than 6000. But they were still short for their PM schedule. So, on my differentiated oversight spreadsheet, you can drop the requirement for a revised 2022-23 bell schedule (if applicable), and just leave it as a revised P-2 ADA. They need to show that their P-2 revision includes that shortfall in minutes. Let me know if you have any questions.

On Fri, May 9, 2025, 1:09 PM Dennis Snelling <dwsnelling@gmail.com> wrote:

> Shari--so in reviewing Highlands' March 24 response to TRUSD regarding CICA, I noted the following:
>
> - Is Highlands using Course-Based Independent Study delivery (CBIS)?
> - If so, is there documentation of board action that has been taken in compliance with E.C. 51749.5?
> - I also note that the hours listed for each course are not totaled at the bottom of each course sheet
> - There is no explanation in the letter for assignments during weeks that might have less than five school days and how that would work--overall there is an inadequate explanation in reading these "pacing guides."
> - Are all students required to carry a full workload? It appears that if all students take five courses each semester they would meet instructional minutes, but there is no actual calculation provided, requiring assumptions to be made.
> - There appear to be typos for some of the courses--some show 7.24 for versus 7.25 for some of the assignments. English A has no time valuation for guided notes--don't know if this is correct or a typo, no explanation why this course would total 103.2 hours. English C shows Tutorial Completion for Week 1 of 3.56 hours per assignment? Pre-Algebra A shows 3.14 hours per assignment for 8 assignments and 0.43 for Guided hours? Total hours is 128.56...seems to need an explanation.
> - Assuming this is CBIS, I don't know if these course pacing guides contain all of the information that would need to be certified by the board. (Again the letter does not

address if this is CBIS.)

- Cannot verify 204 days based on the calendar attached to the response. The start date on the calendar is July 8, that would be more than 204 days. Are there still multiple tracks in 2024-25? If so, wouldn't there need to be separate calendars?
- If they have moved to a CBIS delivery, does this require a material revision of the charter?

In short, I see more questions raised than answered.

Hope this answers your question--although it kind of adds to the list of questions overall.

On Fri, May 9, 2025 at 10:52 AM Dennis Snelling <dwsnelling@gmail.com> wrote:

209-918-5775

On Fri, May 9, 2025 at 10:51 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

Can you resend me your cell number?

Shari Warta

Project Manager

Twin Rivers Unified School District

5115 Dudley Boulevard

McClellan, CA 95652

Tel 916-566-1600 ext. 31252

Fax 916-566-3590

From: Dennis Snelling <dwsnelling@gmail.com>
Sent: Friday, May 9, 2025 10:51 AM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: Links

Passing Periods/Breaks and Instructional Minutes (page 15):

https://www.cde.ca.gov/fg/it/documents/ma8606.pdf

2024-25 Guidance from CDE (slide 16):

https://www.cde.ca.gov/fg/it/documents/aaitwebinar24.pdf

Differences between IS and CBIS:

https://www.cde.ca.gov/sp/eo/is/ismodalitiescht.asp

Audit Guide March 1, 2025:

https://eaap.ca.gov/wp-content/uploads/sites/281/2025/02/Audit-Guide-March-1-2025.pdf

Ed Code 51749,5 and 51749.6:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=4.&chapter=5.&part=28.&lawCode=EDC&title=2.&article=5.5.

Bell Schedule 2025-26:

https://hccts.diligent.community/document/a638ab25-e055-41b0-b8ca-a1feb564b145/

2023 -24

SCHOOL ACCOUNTABILITY REPORT CARD

California Innovative Career Academy



Reported Using Data from
the 2023–24 School Year
California Department of Education

916.844.2283

CICA.HCCTS.ORG

California Innovative Career Academy

School Accountability Report Card

Reported Using Data from the 2023–24 School Year
California Department of Education

For California Innovative Career Academy (CICA)
Address: 1333 Grand Ave Sacramento, CA 95838
Phone: 916-844-2283
Principal: Bill McGuire
Grade Span: 9-12

Executive Director's Message

This year's School Accountability Report Card (SARC) comes at a pivotal moment for Highlands Community Charter and Technical Schools (HCCTS). Oversight agencies have identified areas for improvement in reporting practices and data transparency, and we welcome this opportunity to refine our systems and deepen accountability. We see these challenges not as setbacks but as opportunities to demonstrate our growth and reaffirm our commitment to integrity, without compromising the student-centered mission that defines our schools.

The SARC has been required for LEAs since 1988. In all my years in public education, I have not encountered a formal review of a SARC by the California Department of Education (CDE). Despite this unprecedented review, we have approached this year's SARC as an opportunity to set a new standard. The 2023–24 SARC reflects what I believe to be a fully compliant document, demonstrating enhanced data reporting, clearer narratives, and transparent explanations for areas we are improving. This effort represents a cross-departmental commitment to align our processes with expectations while preserving the integrity of our unique program model.

HCCTS serves adults aged 22 and older who do not yet possess a U.S. high school diploma. To meet the diverse needs of our community, HCCTS operates two schools, CICA and Highlands Community Charter School (HCCS) through a number of resource centers across the region. These sites reflect our commitment to accessibility and equity. The site list on the following pages is current for the 2024–2025 academic year. While many of the mandated charts and tables required by CDE are not applicable to our schools, as they were designed for traditional K–12 programs, we remain committed to compliance where possible. However, compliance alone is not the measure of our success. Our focus remains on student outcomes, represented by the high standards, rigorous programs, and holistic support services highlighted in this report.

CICA is more than a school—it is a testament to resilience, opportunity, and transformation. Our students, many of whom have faced barriers to education, embody what is possible when schools meet learners where they are and support them relentlessly as they pursue their educational goals.

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

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Site List

CICA SITE LIST 2024-25

1. **Florin Rd. |** 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd. |** 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany))*
3. **Marysville Blvd. |** 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*
4. **O St. |** 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont |** *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle |** 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST 2024-25

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(Combining Folsom 1 & 2)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*
6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST 2024-25

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

EXTERNAL CTE SITE LIST 2024-25

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834
3. **Federico |** 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed |** 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek |** 4330 Watt Ave., Sacramento, CA

CLOSED SITES 2024-25

1. **Bowling |** 7171 Bowling Drive, Sacramento, CA 95823 (CICA)
2. **Fair Oaks 2 |** 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
3. **Folsom 2 |** 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
4. **Marysville 2 |** 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
5. **S. Lake Tahoe |** 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

CLOSED SITES 2023-24

1. **Lao Family - Oakland |** 2325 East 12th St, Oakland, CA 94601
2. **Lao Family - Oakland 2 |** 8480 Edes Avenue, Oakland, CA 94621 ***(No Students Enrolled)***

CICA SITES UNTIL...

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))* (06-30-23)
2. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)* (03-21-2024)
3. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)* (06-30-24)
4. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 (06-30-23)

About This School

Table 1: District Contact Information (School Year 2024–25)

*Entire table - data provided by the CDE **(DPC)***

Entity	Contact Information
District Name	Twin Rivers Unified
Phone Number	916-566-1600
Superintendent	Dr. Steven Martinez
Email Address	steve.martinez@trusd.net
Website	www.trusd.net

Table 2: School Contact Information (School Year 2024–25)

*Entire table - data provided by the CDE **(DPC)***

Entity	Contact Information
School Name	California Innovative Career Academy
Street	1333 Grand Ave.
City, State, Zip	Sacramento, CA, 95838
Phone Number	916-844-2283
Principal	Bill McGuire
Email Address	bill.mcguire@hccts.org
Website	www.hccts.org
Grade Span	9-12
County-District-School (CDS) Code	34-76505-0139584

Table 3: School Description and Mission Statement (School Year 2024–25)

*Narrative provided by the LEA **(DPL)***

CICA's Mission:

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

Student Learning Outcomes:

At California Innovative Career Academy, students will: 1. Demonstrate measurable achievements each term through assessment. 2. Make progress toward their career goals. 3. Use technology to communicate for personal and academic use.

Table 4: Student Enrollment by Grade Level (School Year 2023–24)
*Entire table - data provided by the CDE **(DPC)***

Grade Level	Number of Students
Kindergarten	-
Grade 1	-
Grade 2	-
Grade 3	-
Grade 4	-
Grade 5	-
Grade 6	-
Grade 7	-
Grade 8	-
Grade 9	1,802
Grade 10	391
Grade 11	-
Grade 12	987
Total Enrollment	3,180

Meeting the Needs of English Learners Through Equitable Access
Prior to November 2020, HCCTS classified English Learner Development (ELD) students as 1st and 2nd graders to align instruction with language acquisition needs.

However, this classification unintentionally limited access to core graduation requirements and Career Technical Education (CTE) programs, creating inequities between native speakers and non-native speakers.

To address these barriers and promote equity, HCCTS submitted a growth application in November 2020 to reclassify all students as 9th–12th graders. This change ensures that:

- IHS students earn high school credits aligned with graduation requirements.
- Students have access to CTE programs, career pathways, and postsecondary preparation opportunities. IHS students have appropriate access to some programs based on language acquisition.
- All students are treated as high school learners, reflecting HCCTS' commitment to equity and educational access.

HCCTS remains dedicated to serving English Learners through targeted academic support, personalized instruction, and comprehensive services that honor the diverse needs of its adult learner population.

Table 5: Student Enrollment by Student Group (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Student Group	Percent of Total Enrollment
Female	72.60%
Male	27.20%
Non-Binary	0.20%
American Indian or Alaska Native	0.20%
Asian	11.50%
Black or African American	9.50%
Filipino	0.20%
Hispanic or Latino	17.20%
Native Hawaiian or Pacific Islander	0.40%
Two or More Races	6.60%
Unknown/Other	0.40%
White	54.00%
English Learners	0.00%***/75.70%****
Foster Youth	0.00%*****
Homeless	14.30%
Migrant	0.00%*****
Socioeconomically Disadvantaged	94.20%
Students with Disabilities	0.00%*****

**ADEL not counted by CDE here.*
***ADEL per "EL Funding Eligible" on CalPADS 1.17 report.*

CICA serves adult learners aged 22 years and older through its WASC-accredited, K–12 charter school program, offering high school diplomas and a standards-aligned curriculum. While our internal data indicates that 75.7% of our students are English Learners, the California Department of Education (CDE) reports this figure as 0.0% due to classification rules used in state-level accountability measures.

Specifically, California's Longitudinal Pupil Achievement Data System (CALPADS) excludes students aged 22 and older from the English Learner (EL) count used for certain reporting purposes. Instead, they are classified as Adult English Learners (ADEL). This exclusion reflects a technical classification, not the actual language acquisition needs of our students or the services we provide.

To ensure compliance and transparency, CICA follows all CDE reporting requirements while also maintaining internal data systems to monitor and support the language development needs of our students. Our commitment to serving English Learners is demonstrated through targeted instructional programs, workforce development partnerships, and personalized support services.

We encourage educational partners to view both sets of data—state-reported and internally tracked—as complementary, reflecting CICA's unique mission and our unwavering dedication to equity, access, and opportunity for all students.

Table 5A: CICA 3-Year Demographic Highlights

*Entire table - data provided by the LEA **(DPL)***

By Census Day:

2021-22	2022-23	2023-24
1. United States (394)	1. Afghanistan (551)	1. United States (786)
2. Afghanistan (153)	2. United States (532)	2. Afghanistan (739)
3. Mexico (74)	3. Ukraine (442)	3. Ukraine (610)
4. Russia (40)	4. Russia (265)	4. Russia (506)
5. Ukraine (14)	5. Mexico (144)	5. Mexico (192)
6. Vietnam (8)	6. Moldova (29)	6. Moldova (37)
7. Guatemala (7)	7. Kazakhstan (22)	7. Kazakhstan (29)
7. US Islands (7)	8. El Salvador (19)	8. Uzbekistan (25)
9. El Salvador (6)	9. Uzbekistan (15)	9. Belarus (22)
10.Kazakhstan/China (5)	10. Guatemala (12)	10. El Salvador (21)
Other (67)	Other (171)	Other (213)

Bridging Inequality through Access and Opportunity

CICA stands as a safe haven for learners from across the globe, reflecting a mission to eradicate educational inequality by providing personalized pathways to success for both domestic students and newly resettled immigrants and refugees.

The data above highlights the top 10 birth countries of our students on Census Day for the 2023–24 school year, when students from 63 different countries were enrolled. Over the course of the year, CICA proudly served students from 68 countries. This table reflects more than just numbers—it tells a story of resilience, migration, and transformation.

The shifts in demographics mirror global events, including refugee resettlements, humanitarian crises, and economic migration, positioning CICA as a critical resource for immigrant and refugee populations. Many of these students have faced displacement, systemic barriers, and linguistic challenges, yet they find a path forward through our innovative programs, targeted support systems, and commitment to equity.

This data underscores CICA's role as a lifeline for underserved communities, demonstrating our ability to adapt to evolving needs while staying grounded in our mission to eradicate educational inequality and equip students with tools for long-term success.

Table 5B: Enrollment by Site
*Entire table - data provided by the LEA **(DPL)***

Site	9	10	11	12	Grand Total
Asher	-	-	-	13	13
Auburn Blvd.	344	51	-	29	424
Old Auburn Rd.	63	-	-	-	63
C St.	-	20	-	63	83
Las Palmas Ave.	-	1	-	62	63
Federico	-	-	-	3	3
Florin Rd.	-	2	-	55	57
Hillsdale Blvd.***	-	-	-	3	3
Howe Ave.	866	41	-	176	1,083
Industrial Pkwy.	97	-	-	8	105
Jackson Rd.	41	-	-	-	41
Grand Ave.	-	1	-	4	5
Franklin Blvd.	-	1	-	4	5
Marconi*	37	67	-	114	218
Mixed	-	-	-	4	4
Not Enrolled on Census Day**	175	68	-	114	357
Hayes Ave.	-	-	-	9	9
O St.	-	-	-	35	35
Oakland1*	-	1	-	-	1
33rd St.	98	70	-	137	305
Rosemont	-	-	-	27	27
Seavey Circle	-	5	-	127	132
Todhunter Ave.	81	63	-	-	144
Grand Total	**1,802**	**391**	**0**	**987**	**3,180**

**Site now closed. Not represented on the current site list.*
***Numbers in this table are a snapshot taken on Census day. At the time of this snapshot, some students were registered but not yet enrolled in a course.*

Flexible Pathways and Graduation Readiness
CICA is committed to expanding access to flexible, independent learning pathways designed to meet the unique needs of students balancing work, family, and personal responsibilities. The table above provides a snapshot of 2023–24 site-level enrollment, based on reporting methods aligned with our authorizing district (TRUSD).

Note on Methodology:
Enrollment counts reflect monthly reporting practices and assign students with multiple site enrollments to one site at random for data consistency. This approach

captures site-level trends while accounting for student mobility within CICA's flexible, independent study model.

Key sites, such as Howe Ave. (1,083) and Auburn Blvd. (424), highlight areas of high demand, while smaller site enrollments reflect the customized nature of CICA's independent study programs and targeted services.

Enrollment patterns, including 987 students in 12th grade, emphasize CICA's focus on graduation readiness, credit recovery, and academic remediation for students pursuing high school diplomas through flexible scheduling options.

CICA's student-centered approach ensures that personalized academic support, career readiness programs, and wraparound services address barriers to success while promoting educational access and equity.

As enrollment continues to grow, CICA remains committed to scaling services, enhancing flexibility, and adapting programs to meet the changing needs of its diverse student population.

Table 5C: Average Daily Attendance by Year and Period

*Entire table - data provided by the LEA **(DPL)***

Total	P1 July-January	P2 July-April	P3 Annual
2022-2023	2,204.5	2,737.2	2,790.5
2023-2024	2,963.7	2,869.9	2,722.9

Expanding Access, Embracing Flexibility

CICA is committed to expanding access to education for underserved learners who face barriers to academic and economic mobility. Our Average Daily Attendance (ADA) reflects the growing demand for flexible learning pathways designed to support students balancing work, family responsibilities, and life circumstances.

While traditional attendance metrics often measure daily participation, CICA recognizes that persistence and progress are equally important indicators of student success. Research suggests that students balancing work and family responsibilities often follow nontraditional attendance patterns, a trend observed in community colleges and adult-serving programs nationwide.

Our program is intentionally designed to accommodate nontraditional schedules to serve nontraditional students in the true spirit of charter schools, ensuring students remain engaged and supported even when life circumstances require intermittent attendance patterns.

To address the unique needs of our students, CICA provides:

- **Academic Support Services**, including a Career Success Center, ELD Navigators, and CTE programs.
- **Student Support Services**, such as homeless services, a clothing closet, a food pantry, and Civics 101: Rights and Responsibilities classes.

CICA is proud of its commitment to access and equity, continually enhancing programs and services to support engagement and success. As we grow, we remain

focused on our vision to eradicate educational inequality and create lasting opportunities for those we serve.

Table 5D: Percentage of Enrolled Students Actively Parenting or Pregnant (School Year 2023–24)

*Entire table - data provided by the LEA **(DPL)***

Pregnant and/or Actively Parenting*	Previously Parenting*/ Not a Parent	% of Census Day Parenting/Pregnant
2,503	677	78.70%

**Actively Parenting refers to students whose child/children are minors and/or are still dependent on parents. Previously Parenting refers to students whose children are all adults and not dependents.*

Supporting Learners and Families Beyond Traditional Barriers
CICA serves a diverse student population, including a significant percentage of actively parenting or pregnant students. This demographic underscores the importance of CICA's innovative programs and flexible learning models, designed to address the challenges faced by adult learners.

State-Level Reporting Limitations
To report students who are actively parenting and/or pregnant to the CDE via CalPADS, students must be enrolled in Cal-Learn. Cal-Learn is a statewide program for pregnant and parenting teens in the California Work and Responsibility to Kids (CalWORKs) program. However, Cal-Learn requires participants to be under the age of 19. As an adult-serving charter school, no HCCTS students are eligible for this program, which prevents this critical data point from being reflected in statewide reporting.

Commitment to Equity and Access
CICA's student-centered approach addresses the unique barriers faced by parenting students, including access to resources, flexible schedules, and comprehensive support services. These efforts align with the principles of the Dashboard Alternative School Status (DASS) model, which CICA operated under during the 2023–24 school year, highlighting its mission to empower underserved communities.

The inclusion of this table demonstrates transparency and provides a more accurate depiction of the students served by CICA. By fostering resilience and opportunity, the school equips students with the tools they need to balance their educational aspirations with their family responsibilities.

A. Conditions of Learning

Table 6: Teacher Preparation and Placement (School Year 2020–21)

Entire table - data provided by the CDE ***(DPC)***

Authorization/ Assignment	School Number	School Percent	TRUSD Number	TRUSD Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	4.2	20.4	1,191.7	82.68	228,366.1	83.12
Intern Credential Holders Properly Assigned	0	0	16	1.11	4,205.9	1.53
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.3	11.48	54.7	3.8	11,216.7	4.08
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	9.5	45.85	103.5	7.18	12,115.8	4.41
Unknown/Incomplete/NA	4.6	22.23	75.3	5.22	18,854.3	6.86
Total Teaching Positions	20.7	100	1,441.5	100	274,759.1	100

Table 7: Teacher Preparation and Placement (School Year 2021–22)

Entire table - data provided by the CDE ***(DPC)***

Authorization/ Assignment	School Number	School Percent	TRUSD Number	TRUSD Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	3.3	9.0	115.6	80.01	234,405.2	84.0
Intern Credential Holders Properly Assigned	0	0	17.1	1.19	4,853.0	1.74
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.1	5.08	36.8	2.55	12,001.5	4.30
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	8.7	24.68	94.0	6.51	11,953.1	4.28
Unknown/Incomplete/NA	21.4	60.79	140.5	9.73	15,831.9	5.67
Total Teaching Positions	35.20	100	1,444.2	100	279,044.8	100

Table 8: Teacher Preparation and Placement (School Year 2022–23)
*Entire table - data provided by the CDE **(DPC)***

Authorization/ Assignment	School Number	School Percent	TRUSD Number	TRUSD Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	7.1	13.26	1,131.80	75.05	231,142.4	100(?)
Intern Credential Holders Properly Assigned	0	0	30.7	2.04	5,566.4	2.00
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	18.8	34.77	122	8.09	14,938.3	5.38
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	12.6	23.32	110.30	7.32	11,746.9	4.23
Unknown/Incomplete/NA	15.5	28.61	113.00	7.5	14,303.8	5.15
Total Teaching Positions	54.20	100	1,508.1	100	27,7698	100

Tables 6-8: Supporting Student Success with Qualified and Flexible Staffing
CICA is dedicated to providing personalized learning pathways supported by a qualified teaching staff. Over the past three years, CICA has worked to balance the unique needs of its independent study model with evolving credentialing requirements, demonstrating growth while addressing reporting challenges stemming from nontraditional program models.

Methodology
The data in Tables 6–8 is based on Full-Time Equivalent (FTE) status, where 1 FTE equals one full-time staff member, or the combined time of part-time staff equivalent to a full-time position.

- An assignment is defined as the position held by an educator based on setting, subject, and grade level.
- An authorization is defined as the services an educator is certified to provide.

Commitment to Compliance and Transparency
Since 2015–16, HCCTS has partnered with the San Diego County Office of Education (SDCOE) to support teachers in earning adult education teaching credentials, often reimbursing costs upon successful program completion.

HCCTS has implemented:

- Regular audits and credential reviews to verify compliance.
- Detailed reporting to explain assignments flagged by CALSAAS, despite limitations in the system's ability to capture nontraditional assignments.
- Collaborations with regulatory bodies to develop better frameworks for alternative program models and flexible staffing structures.

CICA recognizes that its independent study format requires a unique approach to staffing and credentialing, and it will continue to work closely with state agencies to ensure alignment with evolving requirements while maintaining a focus on educational access and equity.

Table 9: Teachers Without Credentials and Misassignments
(considered "ineffective" under ESSA)
*Entire table - data provided by the CDE **(DPC)***

Authorization/Assignment	2020–21 Number	2021–22 Number	2022–23 Number
Permits and Waivers	0.0	0.0	0.0
Misassignments	2.3	1.7	18.8
Vacant Positions	0.0	0.0	0.0
Total Teachers Without Credentials and Misassignments	2.3	1.7	18.8

Table 10: Credentialed Teachers Assigned Out-of-Field
(considered "out-of-field" under ESSA)
*Entire table - data provided by the CDE **(DPC)***

Indicator	2020–21 Number	2021–22 Number	2022–23 Number
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0
Local Assignment Options	9.5	8.7	12.6
Total Out-of-Field Teachers	9.5	8.7	12.6

Table 11: Class Assignments
*Entire table - data provided by the CDE **(DPC)***

Indicator	2020–21 Percent	2021–22 Percent	2022–23 Percent
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	0	0
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	12.3	13.9	22.1

Note: For more information refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

Tables 9–11: Prioritizing Credentialing Compliance in Independent Study Models
CICA is committed to providing flexible, high-quality instruction tailored to the unique needs of students engaged in independent study programs. As part of HCCTS, CICA benefits from centralized policies and resources while operating with flexible staffing structures designed to meet the needs of its nontraditional learners.

Methodology
The data in Tables 9–11 is based on Full-Time Equivalent (FTE) status, where 1 FTE equals one full-time staff member, or the combined time of part-time staff equivalent to a full-time position.

- FTE counts do not reflect individual headcounts but instead capture teaching assignments, including multiple subjects or split roles required in independent study models.

- An assignment is defined as the position held by an educator based on setting, subject, and grade level.
- An authorization is defined as the services an educator is certified to provide.

Credentialing and Assignment Trends
CICA continues to demonstrate growth in staffing while addressing compliance challenges tied to CALSAAS reporting limitations.

- *Misassignments and Out-of-Field Classifications:*
  The reported percentages flagged as misassigned or out-of-field reflect reporting system constraints, not deficiencies in credential alignment. CICA uses flexible scheduling models and multi-subject assignments, which are often mislabeled due to the limitations of existing reporting systems.
- *Permits and Waivers:*
  CICA reports zero teachers using permits or waivers, underscoring its commitment to permanent credential solutions rather than temporary allowances.
- *Growth and Staffing Trends:*
  CICA's FTE totals reflect the flexible staffing models required to support students in personalized learning pathways, accommodating multiple roles for educators rather than traditional single-subject placements.

Commitment to Compliance and Transparency
CICA benefits from HCCTS' centralized partnership with the San Diego County Office of Education (SDCOE) to support teachers in earning adult education teaching credentials, often reimbursing costs upon successful program completion.

CICA has implemented:

- Credential audits to verify compliance with California standards.
- Detailed reporting to clarify nontraditional assignments flagged in systems like CALSAAS.
- Collaboration with oversight agencies to advocate for accurate reporting methods that better reflect independent study models and flexible instructional structures.

Looking Ahead
CICA views this process as an opportunity for growth and is committed to refining its credentialing systems, supporting teacher development, and aligning with evolving reporting requirements while continuing to provide equitable access to education through innovative learning pathways.

Table 12: Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2024–25)

Entire table - data provided by the LEA ***(DPL)***

Textbooks and Instructional Materials Year and month in which data were collected: December 2024			
Core Curriculum Area	**Textbooks and Instructional Materials/ Year of Adoption**		
Reading/Language Arts The textbooks listed are from most recent adoption: Yes	**International High School:**		
	Book/Resource	**Publisher**	**Adoption**

Percent of students lacking their own assigned textbook: 0%	ABC English Phonics Levels 1-4 | abc English | 2021 Reading Skills Stories | abc English | 2021 Reading with Relevance | Moving Forward Institute | 2021 Burlington English | The Burlington Group | 2023 **High School:** **Book/Resource | Publisher | Adoption** Reading with Relevance | Moving Forward Institute | 2021 Edmentum | Edmentum, Inc. | 2020
Mathematics The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0%	**Book/Resource | Publisher | Adoption** Edmentum | Edmentum, Inc. | 2020
Science The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0%	**Book/Resource | Publisher | Adoption** Edmentum | Edmentum, Inc. | 2020
History-Social Science The textbooks listed are from most recent adoption: Yes Percent of students lacking their own assigned textbook: 0%	**Book/Resource | Publisher | Adoption** Edmentum | Edmentum, Inc. | 2020

Ensuring Flexible, High-Quality, and Accessible Instructional Materials
CICA is committed to providing current, standards-aligned instructional materials that support academic achievement, language development, and career readiness. As part of HCCTS, CICA leverages digital platforms and flexible resources to meet the needs of its independent study model and nontraditional student body.

CICA also prioritizes digital access to support its personalized and flexible learning environment. Students have access to technology-integrated platforms, including Edmentum, ensuring they can engage with materials anytime and anywhere to balance academic goals with work and family responsibilities.

The most recent review of instructional materials, conducted in December 2024, confirmed that all students have access to appropriate and sufficient resources that promote academic progress and college and career readiness.

Table 13: School Facility Conditions and Planned Improvements
Narrative provided by the LEA ***(DPL)***

CICA is committed to ensuring that facilities remain safe, clean, and functional through daily cleaning protocols and preventive maintenance programs.

Facilities are inspected annually using the Facility Inspection Tool (FIT), with evaluations conducted by third-party inspectors to maintain objectivity.

Planned Improvements
CICA implements targeted repairs and capital improvement plans based on the FIT evaluations to resolve deficiencies and upgrade facilities as needed.

Looking Ahead
CICA will continue to prioritize site improvements and monitor progress through regular evaluations and strategic investments in safe and equitable learning environments.

Table 14: School Facility Good Repair Status

*Entire table – data provided by the LEA **(DPL)***

33rd St. (Previously Oak Park) 3/21/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS /DOORS/ GATES/FENCES
	Number of "OK"s:	42	42	42	39	42	42	28	5	7	28	41	39	41	42	39
	Number of "D"s:	0	0	0	3	0	0	14	1	0	14	1	3	1	0	3
42	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	36	35	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	92.86%	100.00%	100.00%	66.67%	83.33%	100.00%	66.67%	97.62%	92.86%	97.62 %	100.00%	92.86%
Total Percent per Category (average of above)*		100.00%			92.86%	100.00%		66.67%	91.67%		82.15%		95.24%		96.43%	
Rank (Circle one) GOOD= 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		FAIR		GOOD		GOOD	

Auburn Blvd. (Previously Auburn) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
	Number of "OK"s:	27	27	27	25	27	27	27	5	9	24	27	27	27	27	27
	Number of "D"s:	0	0	0	2	0	0	0	1	1	3	0	0	0	0	0
27	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	21	17	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	92.59%	100.00%	100.00%	100.00%	83.33%	90.00%	88.89%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			92.59%	100.00%		100.00%	86.67%		94.45%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	FAIR		GOOD		GOOD		GOOD	

C St. (Previously Marysville) 3/13/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
9	Number of "OK"s:	9	9	9	7	9	9	5	2	5	9	7	8	9	9	8
	Number of "D"s:	0	0	0	2	0	0	4	1	0	0	2	1	0	0	1
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	4	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	77.78%	100.00%	100.00%	55.56%	66.67%	100.00%	100.00%	77.78%	88.89%	100.00%	100.00%	88.89%
Total Percent per Category (average of above)*		100.00%			77.78%	100.00%		55.56%	83.34%		88.89%		94.45%		94.45%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Fair Oaks Blvd. Suite C (Previously Fair Oaks) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
5	Number of "OK"s:	5	5	5	4	5	5	5	1	3	4	5	5	5	5	5
	Number of "D"s:	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	80.00%	100.00%	100.00%	100.00%	100.00%	100.00%	80.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			80.00%	100.00%		100.00%	100.00%		90.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Fair Oaks Blvd. Suite C-2 (Previously Fair Oaks) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
7	Number of "OK"s:	7	7	7	6	7	7	7	1	1	7	7	7	7	7	7
	Number of "D"s:	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	6	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	85.71%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			85.71%	100.00%		100.00%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Fair Oaks Blvd. Suite D (Previously Fair Oaks) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
9	Number of "OK"s:	9	9	9	8	9	9	9	2	3	8	9	9	9	9	9
	Number of "D"s:	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	7	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	88.89%	100.00%	100.00%	100.00%	100.00%	100.00%	88.89%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			88.89%	100.00%		100.00%	100.00%		94.45%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Florin Rd. (Previously Florin Rd) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
26	Number of "OK"s:	26	26	26	22	26	26	25	0	0	25	26	26	26	26	26
	Number of "D"s:	0	0	0	4	0	0	1	0	0	1	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	26	26	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	84.62%	100.00%	100.00%	96.15%	N/A	N/A	96.15%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			84.62%	100.00%		96.15%	N/A		98.08%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Folsom Blvd. (Folsom 1) 3/19/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
13	Number of "OK"s:	13	12	13	11	13	13	9	3	3	10	13	13	13	13	13
	Number of "D"s:	0	1	0	2	0	0	4	0	1	3	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	10	9	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	92.31%	100.00%	84.62%	100.00%	100.00%	69.23%	100.00%	75.00%	76.92%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		97.44%			84.62%	100.00%		69.23%	87.50%		88.46%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Folsom Blvd. (Folsom 2) 3/19/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	15	14	15	13	15	15	14	3	2	9	15	15	15	15	15
	Number of "D"s:	0	1	0	2	0	0	1	0	1	6	0	0	0	0	0
15	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	12	12	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	93.33%	100.00%	86.67%	100.00%	100.00%	93.33%	100.00%	66.67%	60.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		97.78%			86.67%	100.00%		93.33%	83.34%		80.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	FAIR		FAIR		GOOD		GOOD	

Franklin Blvd. (Previously Maple 2 (St. Rose)) 3/22/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	24	24	24	12	24	24	14	6	6	19	21	23	24	22	23
	Number of "D"s:	0	0	0	12	0	0	10	0	2	5	3	1	0	2	1
24	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	18	16	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	50.00%	100.00%	100.00%	58.33%	100.00%	75.00%	79.17%	87.50%	95.83%	100.00%	91.67%	95.83%
Total Percent per Category (average of above)*		100.00%			50.00%	100.00%		58.33%	87.50%		83.34%		97.92%		93.75%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Grand Ave. (Previously Grand Avenue) 3/27/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	151	148	151	107	145	151	99	18	20	115	144	141	150	148	144
	Number of "D"s:	0	3	0	44	6	0	52	0	10	36	7	10	1	3	7
151	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	133	121	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	98.01%	100.00%	70.86%	96.03%	100.00%	65.56%	100.00%	66.67%	76.16%	95.36%	93.38%	99.34%	98.01%	95.36%
Total Percent per Category (average of above)*		99.34%			70.86%	98.02%		65.56%	83.34%		85.76%		96.36%		96.69%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

Hayes Ave. (Previously Norwood) 3/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	4	4	4	3	1	1	3	3	4	4	4	4
	Number of "D"s:	0	0	0	0	0	0	1	0	0	1	1	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	3	3	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	75.00%	100.00%	100.00%	75.00%	75.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		75.00%	100.00%		75.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		FAIR	GOOD		FAIR		GOOD		GOOD	

Hillsdale Blvd. 2 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	4	4	4	3	1	1	1	4	4	4	4	4
	Number of "D"s:	0	0	0	0	0	0	1	0	1	3	0	0	0	0	0
4	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	3	2	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	75.00%	100.00%	50.00%	25.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		75.00%	75.00%		62.50%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		FAIR	FAIR		POOR		GOOD		GOOD	

Howe Ave. Suite #115 (Previously Howe Avenue) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	4	4	4	1	4	4	3	0	1	3	4	4	4	4	4
	Number of "D"s:	0	0	0	3	0	0	1	0	0	1	0	0	0	0	0
4	**Number of "X"s:**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	3	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	25.00%	100.00%	100.00%	75.00%	N/A	100.00%	75.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			25.00%	100.00%		75.00%	100.00%		87.50%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		FAIR	GOOD		FAIR		GOOD		GOOD	

Howe Ave. Suite #630 (Previously Howe Avenue) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
14	Number of "OK"s:	14	14	14	12	14	14	13	0	1	4	14	14	14	14	14
	Number of "D"s:	0	0	0	2	0	0	1	0	0	10	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	14	13	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	85.71%	100.00%	100.00%	92.86%	N/A	100.00%	28.57%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			85.71%	100.00%		92.86%	100.00%		64.29%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	GOOD		POOR		GOOD		GOOD	

Howe Ave. Suite #655 (Previously Howe Avenue) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
14	Number of "OK"s:	14	14	14	13	14	14	8	2	4	8	14	14	14	14	14
	Number of "D"s:	0	0	0	1	0	0	6	0	0	6	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	12	10	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	92.86%	100.00%	100.00%	57.14%	100.00%	100.00%	57.14%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			92.86%	100.00%		57.14%	100.00%		78.57%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		FAIR		GOOD		GOOD	

Industrial Pkwy. (Previously Industrial) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	18	18	18	15	18	18	16	3	4	14	18	18	18	18	17
	Number of "D"s:	0	0	0	3	0	0	2	0	1	4	0	0	0	0	1
18	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	15	13	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	83.33%	100.00%	100.00%	88.89%	100.00%	80.00%	77.78%	100.00%	100.00%	100.00%	100.00%	94.44%
Total Percent per Category (average of above)*		100.00%			83.33%	100.00%		88.89%	90.00%		88.89%		100.00%		97.22%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	GOOD		FAIR		GOOD		GOOD	

Jackson Rd. (Previously Jackson (Bethany) 3/20/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	18	18	18	15	18	18	16	3	4	14	18	18	18	18	17
	Number of "D"s:	0	0	0	3	0	0	2	0	1	4	0	0	0	0	1
18	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	15	13	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	83.33%	100.00%	100.00%	88.89%	100.00%	80.00%	77.78%	100.00%	100.00%	100.00%	100.00%	94.44%
Total Percent per Category (average of above)*		100.00%			83.33%	100.00%		88.89%	90.00%		88.89%		100.00%		97.22%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	GOOD		FAIR		GOOD		GOOD	

Las Palmas Ave. (Previously Del Paso (Calvary Christian)) 3/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
10	Number of "OK"s:	10	10	10	9	10	10	6	2	4	9	10	10	10	10	9
	Number of "D"s:	0	0	0	1	0	0	4	0	0	1	0	0	0	0	1
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	8	6	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	90.00%	100.00%	100.00%	60.00%	100.00%	100.00%	90.00%	100.00%	100.00%	100.00%	100.00%	90.00%
Total Percent per Category (average of above)*		100.00%			90.00%	100.00%		60.00%	100.00%		95.00%		100.00%		95.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		GOOD		GOOD		GOOD	

Marconi Ave. (Previously Marconi 2) 3/18/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
24	Number of "OK"s:	24	24	24	13	24	24	23	2	4	20	24	24	24	24	24
	Number of "D"s:	0	0	0	11	0	0	1	0	0	4	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	22	20	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	54.17%	100.00%	100.00%	95.83%	100.00%	100.00%	83.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			54.17%	100.00%		95.83%	100.00%		91.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		GOOD	GOOD		GOOD		GOOD		GOOD	

Marysville Blvd. (Previously Del Paso 2) 3/26/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	7	6	7	6	7	7	5	1	3	4	7	7	7	7	7
	Number of "D"s:	0	1	0	1	0	0	2	1	0	3	0	0	0	0	0
7	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	5	4	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	85.71%	100.00%	85.71%	100.00%	100.00%	71.43%	50.00%	100.00%	57.14%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		95.24%			85.71%	100.00%		71.43%	75.00%		78.57%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		POOR	FAIR		FAIR		GOOD		GOOD	

O St. (Previously O Street) 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	2	2	2	2	2	2	2	1	1	1	2	2	2	2	2
	Number of "D"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	Number of "X"s:	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	X	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		100.00%	100.00%		0.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		POOR		GOOD		GOOD	

Old Auburn Rd. (Previously Auburn 2)

Old Auburn Rd. does not yet have a FIT report for the 2023–24 school year because the site was furnished in mid-April, with classes commencing on April 22, 2024. Since all other FIT inspections were completed in March, this site was not included in the scheduled evaluations for the year.

Seavey Circle (Previously SHRA – Marina Vista) 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	6	6	6	6	6	6	5	1	2	4	6	6	6	6	5
	Number of "D"s:	0	0	0	0	0	0	1	1	1	2	0	0	0	0	1
6	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	4	3	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	83.33%	50.00%	66.67%	66.67%	100.00%	100.00%	100.00%	100.00%	83.33%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		83.33%	58.34%		83.34%		100.00%		91.67%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		FAIR	POOR		FAIR		GOOD		GOOD	

Todhunter Ave. (Previously West Sac (Holy Cross)) 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	22	20	22	14	22	22	15	5	7	14	17	20	20	21	22
	Number of "D"s:	0	0	0	6	0	0	5	2	2	6	5	0	0	1	0
22	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	2	0	2	0	0	2	15	13	2	0	2	2	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	70.00%	100.00%	100.00%	75.00%	71.43%	77.78%	70.00%	77.27%	100.00%	100.00%	95.45%	100.00%
Total Percent per Category (average of above)*		100.00%			70.00%	100.00%		75.00%	74.61%		73.64%		100.00%		97.73%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	GOOD		FAIR	POOR		POOR		GOOD		GOOD	

CLOSED SITES 2024-25

Fair Oaks 2 3/21/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
11	Number of "OK"s:	11	11	11	10	11	11	11	2	2	5	11	11	11	11	11
	Number of "D"s:	0	0	0	1	0	0	0	0	0	6	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	9	9	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	90.91%	100.00%	100.00%	100.00%	100.00%	100.00%	45.45%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			90.91%	100.00%		100.00%	100.00%		72.73%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		GOOD	GOOD		POOR		GOOD		GOOD	

Folsom 2 3/19/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
15	Number of "OK"s:	15	14	15	13	15	15	14	3	2	9	15	15	15	15	15
	Number of "D"s:	0	1	0	2	0	0	1	0	1	6	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	12	12	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	93.33%	100.00%	86.67%	100.00%	100.00%	93.33%	100.00%	66.67%	60.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		97.78%			86.67%	100.00%		93.33%	83.34%		80.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		GOOD	FAIR		FAIR		GOOD		GOOD	

S. Lake Tahoe 3/19/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	1	1	1	1	1	1	0	0	0	0	1	1	1	1	1
	Number of "D"s:	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0
1	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	N/A	N/A	0.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		0.00%	N/A		50.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			GOOD	GOOD		POOR	GOOD		POOR		GOOD		GOOD	

CLOSED SITES 2023-24

12th St. 3/25/24

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/DOORS/GATES/FENCES
	Number of "OK"s:	3	3	3	1	2	3	3	2	0	1	3	3	3	3	3
	Number of "D"s:	0	0	0	2	1	0	0	0	2	2	0	0	0	0	0
3	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	33.33%	66.67%	100.00%	100.00%	100.00%	0.00%	33.33%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			33.33%	83.34%		100.00%	50.00%		66.67%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			POOR	FAIR		GOOD	POOR		POOR		GOOD		GOOD	

Table 15: Overall Rating
Entire table – data provided by the LEA ***(DPL)***

SITE	2024 SCORE	2024 Rating
Asher	95.19%	GOOD
Auburn Blvd.	96.71%	GOOD
Old Auburn Rd.*	-	-
C St.	86.81%	FAIR
Las Palmas Ave.	92.50%	GOOD
Florin Rd.	96.98%	GOOD
Hillsdale 2**	89.06%	FAIR
Howe Ave. #115	85.94%	FAIR
Howe Ave. #630	92.86%	GOOD
Howe Ave. #655	91.07%	GOOD
Industrial Pkwy.	93.54%	GOOD
Jackson Rd.	95.00%	GOOD
Grand Ave.	86.99%	FAIR
Franklin Blvd.	83.86%	FAIR
Hayes Ave.	93.75%	GOOD
O St.	87.50%	FAIR
Oakland1	99.11%	EXEMPLARY
33rd St.	90.63%	GOOD
Rosemont	71.43%	POOR
Seavey Circle	89.59%	FAIR
Todhunter Ave.	86.37%	FAIR

**Site opened after FIT rereviews in March 2024 for 2023-24.*
***Site supported CICA students for 2023-2024, but is now for HCCS students only and is not represented on the site current site list.*

Facility Evaluations and Results
CICA is committed to providing safe, clean, and functional environments that support its independent study model and personalized learning programs. While many students access digital platforms and remote learning tools, CICA maintains physical sites to serve as hubs for academic support, technology access, and student services.
Facility evaluations for the 2023–24 school year—conducted using the Facility Inspection Tool (FIT)—focused on student-serving sites and reflected the following results:

- 64% of sites rated Good, demonstrating safe and functional conditions that meet or exceed standards.
- 1 site rated Exemplary, highlighting a highly functional environment aligned with CICA's flexible learning model.
- 27% of sites rated Fair, indicating minor deficiencies that are being addressed through improvement plans focused on repairs and upgrades.
- 1 site rated Poor, which requires targeted improvements to resolve non-structural issues and ensure compliance with state standards.

Site Selection for Evaluations
The facilities evaluated reflect active student-serving sites as of the 2023–24 school year. Facilities used for administrative purposes or non-instructional operations were excluded in alignment with CICA's independent study model and accountability standards.

Addressing Challenges
CICA's hybrid structure prioritizes flexibility and accessibility, allowing students to balance learning with work and family responsibilities. Many physical sites serve as support hubs located within economically diverse communities, which sometimes present additional infrastructure challenges.

To address these needs, CICA has implemented:

- Preventive maintenance plans to proactively address minor issues.
- Targeted upgrades for sites rated Fair and Poor, ensuring repairs align with student needs and program requirements.
- Capital improvement strategies to sustain safe and modern facilities long-term.

Looking Ahead
CICA remains focused on modernizing physical spaces while continuing to expand digital resources that meet the needs of its independent study model. Through accountability measures, data-driven evaluations, and ongoing improvements, CICA is committed to maintaining safe, supportive, and flexible learning environments.

B. Pupil Outcomes

State Priority: Pupil Achievement (Priority 1)

Table 16: CAASPP Test Results in ELA and Mathematics for All Students taking and completing state-administered assessments

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Three through Eight and Grade Eleven
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2022–23	School 2023–24	TRUSD 2022–23	TRUSD 2023–24	State 2022–23	State 2023–24
English Language Arts/Literacy (grades 3-8 and 11)	n/a	n/a	31.00%	33.00%	46.00%	47.00%
Mathematics (grades 3-8 and 11)	n/a	n/a	22.00%	23.00%	34.00%	35.00%

Tables 16A: CASAS Test Results In Lieu Of CAASPP

Entire table – data provided by the LEA ***(DPL)***

CICA	Students Tested	Number of Tests	Average Gain*
Listening	1,862	5,351	7.2
Math	928	1,102	2.3
Reading	3,733	10,664	9.9

**Average Gain calculated by using the highest score within the 2023-24 school year and subtracting the first instance the student took the test, in accordance with CASAS documentation.*

Assessment Practices Aligned with CICA's Mission and Model

CICA is committed to providing meaningful assessments that accurately measure student progress and support college and career readiness. As a charter school serving students aged 22 and older, CICA recognizes the importance of using assessments designed to reflect the academic and workforce preparation needs of its unique student population.

Meeting the Needs of Adult Learners

Traditional K–12 assessments, such as the California Assessment of Student Performance and Progress (CAASPP), were developed for younger student populations and are not aligned with the educational goals of CICA students, many of whom are pursuing high school diplomas while balancing work and family responsibilities.

Under its Dashboard Alternative School Status (DASS) during the 2023-2024 academic year and in compliance with its WIOA partnership, CICA administers the Comprehensive Adult Student Assessment System (CASAS). This assessment system is:

- State-approved and widely used by WIOA-aligned programs and adult-serving charter schools.
- Focused on literacy, mathematics, and career readiness, ensuring alignment with CICA's mission to prepare students for employment and economic mobility.
- Designed to measure growth over time, providing actionable data that informs instructional support and program improvements.

Maintaining Accountability and Transparency

CICA values accountability and transparency in its assessment practices. CASAS data is collected, reported, and used to:

- Track student progress and academic growth.
- Support workforce readiness and postsecondary transitions.
- Demonstrate compliance with state and federal reporting requirements.

Looking Ahead

CICA remains committed to:

- Providing assessments that reflect the realities and needs of its student population.
- Meeting compliance standards of our WIOA partnerships.
- Using CASAS data to improve programs and outcomes for its students.

Table 17: CAASPP Test Results in ELA by Student Group for students taking and completing a state-administered assessment

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Three through Eight and Grade Eleven (School Year 2023–24)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	-	-	-	-	-
Female	-	-	-	-	-
Male	-	-	-	-	-
American Indian or Alaska Native	-	-	-	-	-
Asian	-	-	-	-	-
Black or African American	-	-	-	-	-
Filipino	-	-	-	-	-
Hispanic or Latino	-	-	-	-	-
Native Hawaiian or Pacific Islander	-	-	-	-	-
Two or More Races	-	-	-	-	-
White	-	-	-	-	-
English Learners	-	-	-	-	-
Foster Youth	-	-	-	-	-
Homeless	-	-	-	-	-
Military	-	-	-	-	-
Socioeconomically Disadvantaged	-	-	-	-	-

Students Receiving Migrant Education Services	-	-	-	-	-
Students with Disabilities	-	-	-	-	-

Table 18: CAASPP Test Results in Mathematics by Student Group for students taking and completing a state-administered assessment
Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Three through Eight and Grade Eleven (School Year 2023–24)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	-	-	-	-	-
Female	-	-	-	-	-
Male	-	-	-	-	-
American Indian or Alaska Native	-	-	-	-	-
Asian	-	-	-	-	-
Black or African American	-	-	-	-	-
Filipino	-	-	-	-	-
Hispanic or Latino	-	-	-	-	-
Native Hawaiian or Pacific Islander	-	-	-	-	-
Two or More Races	-	-	-	-	-
White	-	-	-	-	-
English Learners	-	-	-	-	-
Foster Youth	-	-	-	-	-
Homeless	-	-	-	-	-
Military	-	-	-	-	-
Socioeconomically Disadvantaged	-	-	-	-	-
Students Receiving Migrant Education Services	-	-	-	-	-
Students with Disabilities	-	-	-	-	-

Table 19: CAASPP Test Results in Science for All Students
Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Five, Eight, and High School
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2022–23	School 2023–24	TRUSD 2022–23	TRUSD 2023–24	State 2022–23	State 2023–24
Science (grades 5, 8 and high school)	-	-	14.86	14.63	30.29	30.73

Table 20: CAASPP Test Results in Science by Student Group

Entire table - data provided by the CDE ***(DPC) – No students from HCCS tested in 2023-24***

Grades Five, Eight, and High School (School Year 2023–24)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	-	-	-	-	-
Female	-	-	-	-	-
Male	-	-	-	-	-
American Indian or Alaska Native	-	-	-	-	-
Asian	-	-	-	-	-
Black or African American	-	-	-	-	-
Filipino	-	-	-	-	-
Hispanic or Latino	-	-	-	-	-
Native Hawaiian or Pacific Islander	-	-	-	-	-
Two or More Races	-	-	-	-	-
White	-	-	-	-	-
English Learners	-	-	-	-	-
Foster Youth	-	-	-	-	-
Homeless	-	-	-	-	-
Military	-	-	-	-	-
Socioeconomically Disadvantaged	-	-	-	-	-
Students Receiving Migrant Education Services	-	-	-	-	-
Students with Disabilities	-	-	-	-	-

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Table 21: Career Technical Education (CTE) Programs
*Entire table provided by the LEA **(DPL)***

Program	Status	Provider	Job Outlook	License or Certification
Truck Driving	Active CTE Pathway	HCCTS	Livable Wage High Demand	Class A Driver's License
Early Childhood Education	Active CTE Pathway	HCCTS	High Demand	CDA Certification
Cosmetology	Active CTE Pathway	Federico/ MIXED Institute /Advance Beauty College	High Skill High Demand	Cosmetology License
Microsoft Office Certification	Active CTE Pathway	Asher College	Livable Wage High Skill High Demand	Microsoft Office Certifications
A+ PC Technician	Active CTE Program	Asher College	High Skill High Wage High Demand	A+ Certification
Medical Office Administration	Active CTE Program	Asher College	High Skill	Certificate
Office Administrati on	Active CTE Program	Asher College	High Demand	Certificate
Medical Assistant	Active CTE Sequence	Unitek	High Skill High Demand	CCMA Certification
Group Fitness	Active	HCCTS	High Skill High Demand	ASFA Group Fitness Certification ACE Personal Training Certification
Esthetics	Active CTE Sequence	Federico/ MIXED Institute/ Advance Beauty College	High Skill	Esthetics License
Construction	Active CTE Program	HCCTS	High Skill High Wage High Demand	MC3 Certification/ OSHA Certification
Barbering	Active CTE Pathway	Federico/ MIXED Institute/ Advance Beauty College	High Skill High Demand	Cosmetology License

Culinary	Active CTE Program	HCCTS	High Demand	Food Handler Management Certification
Sports Officiating	Active CTE Program	HCCTS	High Demand	Certificate
Digital Navigator	Active CTE Program	HCCTS	High Demand	Certificate
Certified Nurse Assistant	Active CTE Program	HCCTS	High Demand, High Skill	CNA License
Welding	Active CTE Pathway	HCCTS	High Skill High Demand High Wage	American Welding Society Certification

Strengthening Career Pathways for Workforce Readiness
CICA is committed to preparing students for career success through Career Technical Education (CTE) programs that align with industry standards and address regional workforce needs.

Commitment to Program Quality
While CICA recognizes the value of expanding career opportunities, its current priority is to strengthen the quality and structure of existing programs. Moving forward, CICA is focused on:

- Developing internships, capstone courses, and certification options in every pathway.
- Ensuring all programs meet the expectations for high-quality CTE pathways that lead to sustainable employment.
- Improving program design, student engagement, and completion rates through data-driven decisions and industry partnerships.

Looking Ahead
CICA is committed to:

- Enhancing program quality before pursuing future expansion.
- Creating accountability systems to monitor program effectiveness and student success.
- Aligning programs with workforce needs and certification standards to build clear pathways to employment and career growth.

Table 22: Career Technical Education (CTE) Participation (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Measure	CTE Program Participation
Number of Pupils Participating in CTE	2,259
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	52.60%
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	-

Clarifying CTE Participation Data
CICA is committed to providing career-focused pathways that prepare students for employment, certifications, and postsecondary opportunities. However, CICA recognizes the limitations in its current CTE reporting processes, which impact the accuracy of participation data.

Historical Coding Practices
CICA previously classified all elective courses as CTE electives in CALPADS after shifting its elective offerings to focus exclusively on workforce development. While this approach aligned with the school's mission to promote career readiness, it also resulted in inflated participation numbers that do not accurately reflect formal CTE pathway enrollment or certification completion rates.

Methodology
The data for Table 22 is provided by the California Department of Education (CDE) and reflects CTE participation as reported through CALPADS. These figures are calculated based on course codes associated with CTE programs and may include all courses classified as CTE, including elective classes.

The formula for calculating the percent of pupils that completed a CTE program and graduated is:

(The unduplicated count of pupils that completed one or more CTE programs and graduated)
÷
(The total number of pupils that are CTE participants that graduated)

This methodology provides a broad measure of CTE engagement but may not fully align with program-specific data due to classification and reporting practices.

Moving Forward with Accountability
CICA is committed to improving data integrity and reporting accuracy by:

- Reviewing course coding practices to distinguish CTE electives from formal pathway participation.
- Strengthening internal data management systems to track program enrollment, progress, and outcomes more effectively.
- Collaborating with the data team and CTE leadership to ensure alignment between CALPADS coding and actual program participation.

Looking Ahead
CICA acknowledges the need for greater transparency and accountability in its CTE reporting. The school is taking proactive steps to:

- Establish clearer metrics for measuring participation, completion rates, and certification outcomes.
- Ensure data accuracy through systematic tracking and validation processes.
- Maintain compliance with state reporting standards while reflecting the true scope and impact of its CTE programs.

Table 23: Course Enrollment/Completion of University of California (UC) and/or California State University (CSU) Admission Requirements
Entire table - data provided by the CDE ***(DPC)***

UC/CSU Course Measure	Percent
2023–24 Pupils Enrolled in Courses Required for UC/CSU Admission	0.66
2022–23 Graduates Who Completed All Courses Required for UC/CSU Admission	0.0

Providing Multiple Pathways to Postsecondary Success
CICA is committed to offering diverse pathways to postsecondary success, including opportunities for career certification, college readiness, and workforce preparation.

Focus on Career and Workforce Development
CICA primarily focuses on career and technical education programs that align with workforce demands, offering certifications and skill-based training that support immediate employment and economic mobility. While these pathways meet the needs of CICA' adult learner population, they may not fully align with A–G coursework requirements established for UC/CSU admission.

Addressing Data Limitations and Program Design
CICA recognizes that the state-reported data reflects low participation rates in UC/CSU-aligned coursework. Factors contributing to these numbers include:

- A historical emphasis on workforce preparation over traditional academic pathways.
- Course coding inconsistencies in CALPADS, which may exclude some eligible courses from state counts.
- The unique needs of CICA' adult learners, who often pursue career certifications or technical programs rather than 4-year college pathways.

Commitment to Equity and Improvement
CICA is committed to:

- Evaluating course offerings to identify opportunities for expanding A–G alignment where appropriate.
- Ensuring accurate data reporting through improved CALPADS coding practices.
- Providing guidance and counseling to support students in exploring college pathways while maintaining strong career-focused options.

Looking Ahead
CICA will continue to prioritize access and equity, ensuring all students - whether pursuing college or career pathways - have access to high-quality programs that support long-term success.

State Priority: Other Pupil Outcomes (Priority 8)

Table 24: California Physical Fitness Test Results (School Year 2023–24)

Entire table – data provided by the LEA ***(DPL) – No students from HCCS tested in 2023-24***

Percentage of Students Participating in each of the five Fitness Components

Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
5	-	-	-	-	-
7	-	-	-	-	-
9	-	-	-	-	-

Program Relevance and Alignment

CICA offers a flexible, career-focused curriculum tailored to meet the unique needs of its adult learner population. While physical education is an integral part of traditional K–12 programs, it is not included as a graduation requirement at CICA due to the school's focus on workforce development, academic completion, and career technical education pathways.

As such, CICA does not administer the California Physical Fitness Test and has excluded Table 24 from this report to maintain alignment with its program structure and educational priorities.

C. Engagement

State Priority: Parental Involvement (Priority 3)

Table 25: Opportunities for Parental Involvement (School Year 2024–25)

Narrative provided by the LEA ***(DPL)***

CICA recognizes the importance of building strong connections with students and the broader community to create sustainable pathways to education, employment, and personal growth. As an adult-serving school focused on equity and inclusion, we extend opportunities for involvement beyond traditional models of parental engagement.

Through our Equity Initiatives, we intentionally address systemic inequities impacting African American and LatinX men and women, who face disproportionate barriers in education, employment, and incarceration. Our triad model—a teacher, counselor, and mentor—ensures students receive comprehensive support to overcome challenges and achieve success.

With over 70% of our students actively parenting or expecting, CICA prioritizes generational change by breaking cycles of poverty and incarceration. We focus on providing access to education, workforce development, and social-emotional resources that empower students to create brighter futures for themselves, their families, and their communities.

CICA actively partners with WIOA, local employers, and community organizations to expand career pathways and support services. We welcome mentorship, advisory roles, and collaborative programs that help students meet their personal and professional goals.

Committed to transforming lives and strengthening communities, CICA equips students with the tools to overcome barriers and build long-term success.

State Priority: Pupil Engagement (Priority 5)

Table 26: Graduation Rate and Dropout Rate (Four-Year Cohort Rates)

Entire table - data provided by the CDE ***(DPC)***

Indicator	School 2021–22	School 2022–23	School 2023–24	TRUSD 2021–22	TRUSD 2022–23	TRUSD 2023–24	State 2021–22	State 2022–23	State 2023–24
Graduation Rate	14	15.4	14.4	67.6	71.8	29.8	87	86.2	86.4
Dropout Rate	86	84.6	85.6	27.8	23.8	68.2	7.8	8.2	8.9

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Reflecting Progress and Challenges

California Innovative Career Academy (CICA) serves a diverse population of students who seek flexible, workforce-oriented education pathways. The Four-Year Cohort Rate,

as required by the California Department of Education (CDE), measures the percentage of first-time grade 9 students who graduate with a regular high school diploma within four years, adjusted for transfers and other factors.

While this rate provides a snapshot of student outcomes, it does not fully capture the complexities of CICA's nontraditional student population. Many students arrive with significant credit deficiencies or unique life circumstances that extend the time needed to complete their education. CICA remains committed to meeting students where they are and providing the resources necessary for their success.

Focused Strategies for Improvement

To support student progress and increase graduation rates, CICA is implementing:

- **Tailored Interventions**: Providing individualized academic support, including credit recovery programs and career-focused counseling.
- **Flexible Learning Models**: Offering online, hybrid, and in-person classes to accommodate diverse student needs.
- **Data Accuracy and Accountability**: Strengthening systems for tracking and reporting to ensure alignment with CDE requirements.

Through these efforts, CICA aims to improve outcomes while maintaining transparency and integrity.

Table 27: Graduation Rate by Student Group (Four-Year Cohort Rate) (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	1131	163	14.4
Female	831	113	13.6
Male	299	49	16.4
Non-Binary	--	--	--
American Indian or Alaska Native	--	--	--
Asian	181	9	5.0
Black or African American	179	22	12.3
Filipino	--	--	--
Hispanic or Latino	297	61	20.5
Native Hawaiian or Pacific Islander	--	--	--
Two or More Races	88	17	19.3
White	364	50	13.7
English Learners	--	--	--
Foster Youth	--	--	--
Homeless	158	24	15.2
Socioeconomically Disadvantaged	1,037	149	14.4
Students Receiving Migrant Education Services	--	--	--
Students with Disabilities	--	--	--

For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at https://www.cde.ca.gov/ds/ad/acgrinfo.asp.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Table 27A: 2023–24 One-Year Long-Term Graduation Rates

*Entire table – data provided by the LEA **(DPL)***

Group	Graduating Class of 2023-24
	HCCTS
All Students	68.20%
Black or African American	53.10%
American Indian or Alaska Native	--
Asian	81.60%
Filipino	--
Hispanic or Latino	59.80%
Native Hawaiian/Pacific Islander	71.40%
White	79.50%
Two or More Races	75.00%
Socioeconomically Disadvantaged	67.50%
English Learners	79.50%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Commitment to Equity and Inclusivity

CICA is proud to serve a diverse and resilient student body, many of whom face barriers that traditional educational models do not address. The Graduation Rate by Student Group highlights the school's commitment to equity and inclusivity while also identifying areas for growth and improvement.

Students in some demographic groups encounter systemic challenges, such as language barriers, socio-economic hardships, or interrupted education, which may impact graduation rates. CICA is actively addressing these disparities by expanding access to culturally responsive resources and support systems.

<u>Driving Equitable Outcomes</u>

To ensure all students have the opportunity to succeed, CICA is focusing on:

- **Culturally Relevant Programming**: Expanding resources for English Learners, including bilingual staff and targeted instructional strategies.
- **Community Engagement**: Building partnerships to support students and their families with holistic services.
- **Professional Development for Educators**: Equipping staff with tools to support the unique needs of CICA's diverse student population.

CICA is committed to fostering a learning environment that promotes equity, accessibility, and achievement for all.

Table 28: Chronic Absenteeism by Student Group (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment[1]	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	4,711	4,088	0	0
Female	3,354	2,968	0	0
Male	1,345	1,109	0	0
Non-Binary	--	--	--	--
American Indian or Alaska Native	13	12	0	0
Asian	548	479	0	0
Black or African American	462	390	0	0
Filipino	--	--	--	--
Hispanic or Latino	844	725	0	0
Native Hawaiian or Pacific Islander	26	19	0	0
Two or More Races	328	277	0	0
White	2,463	2,164	0	0
English Learners*	22	17	0	0
Foster Youth	-	-	-	-
Homeless	592	560	0	0
Socioeconomically Disadvantaged	4,462	3,894	0	0
Students Receiving Migrant Education Services	--	--	--	--
Students with Disabilities	--	--	--	--

**English Learner data is inclusive only of students with an EL status prior to their time with HCCTS and does not represent HCCTS EL status.*

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Note: This count is based on the Cumulative Enrollment, excluding students expected to attend fewer than 31 instructional days or those enrolled but never attended. Only students meeting these criteria are considered eligible for chronic absenteeism calculations.

Understanding Chronic Absenteeism Data

Chronic absenteeism is a critical measure of student engagement and attendance patterns. CICA is committed to monitoring attendance trends and implementing support strategies to address barriers that impact consistent participation.

Clarifying English Learner (EL) Data

While the CDE-reported data provides a general overview, the English Learner (EL) percentages are underreported due to CALPADS classification rules, which exclude Adult English Learners (ADEL) from state-reported counts. English Learner data is

inclusive only of students with an EL status prior to their time with CICA and does not represent CICA EL status.

Next Steps
CICA is actively working to provide updated internal EL data (75.7% of all students) to present a more accurate picture of absenteeism among multilingual learners and guide targeted interventions to support attendance. The EL data above is inclusive of students with EL status prior to CICA.

State Priority: School Climate (Priority 6)

Table 29: Suspensions and Expulsions

Entire table - data provided by the CDE ***(DPC)***

Rate	School 2021–22	School 2022–23	School 2023–24	TRUSD 2021–22	TRUSD 2022–23	TRUSD 2023–24	State 2021–22	State 2022–23	State 2023–24
Suspensions	--	--	--	5.3	5.32	3.87	3.17	3.6	3.28
Expulsions	--	--	--	0.01	0.18	0.12	0.07	0.08	0.07

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

CICA is committed to removing barriers to education and creating an inclusive, supportive environment where students can thrive. Rather than relying on suspensions or expulsions, CICA prioritizes intervention strategies, counseling services, and personalized support plans to address challenges and promote positive behavior. This approach reflects CICA' dedication to equity, second chances, and empowering students to achieve their academic and personal goals without fear of exclusion.

Table 30: Suspensions and Expulsions by Student Group (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Student Group	Suspensions Rate	Expulsions Rate
All Students	--	--
Female	--	--
Male	--	--
Non-Binary	--	--
American Indian or Alaska Native	--	--
Asian	--	--
Black or African American	--	--
Filipino	--	--
Hispanic or Latino	--	--
Native Hawaiian or Pacific Islander	--	--
Two or More Races	--	--
White	--	--
English Learners	--	--
Foster Youth	--	--
Homeless	--	--

Socioeconomically Disadvantaged	--	--
Students Receiving Migrant Education Services	--	--
Students with Disabilities	--	--

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Table 31: School Safety Plan (School Year 2024–25)

Narrative provided by the LEA ***(DPL)***

Following a California Department of Education (CDE) review, CICA was informed of a finding recommending the creation of individual Comprehensive School Safety Plans (CSSPs) for each site. After a thorough legal review, CICA has determined that state regulations require only one CSSP per school, which includes all associated resource centers. The CICA CSSP has been developed to ensure safety and emergency preparedness across all locations, reflecting the centralized and comprehensive approach appropriate to our independent study model.

California Innovative Career Academy (CICA) maintains a Comprehensive School Safety Plan (CSSP) focused on ensuring the safety of students and staff in emergencies such as bomb threats, evacuation drills, and campus lockdowns.

CICA prioritizes proactive preparedness through annual safety training for all staff, covering Active Shooter Response, Workplace Violence Prevention, Sexual Harassment Awareness, and Fire Drills.

In the 2023–24 school year, CICA adopted the Brain emergency management application to deliver real-time alerts via phone, text, and email. Staff members were trained on its use and provided a quick-reference guide to support timely responses in emergencies.

CICA is committed to continual improvement of its safety measures and ensuring that staff and students are equipped with the tools and training needed to respond effectively to emergencies.

D. Other SARC Information

Table 32: Average Class Size and Class Size Distribution (Elementary) (School Year 2021–22)

*Entire table - data provided by the CDE **(DPC)***

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	-	-	-	-
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
Other**	-	-	-	-

**Number of classes indicates how many classes fall into each size category (a range of total students per class).*
*** "Other" category is for multi-grade level classes.*

Table 33: Average Class Size and Class Size Distribution (Elementary) (School Year 2022–23)

*Entire table - data provided by the CDE **(DPC)***

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	-	-	-	-
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
Other**	-	-	-	-

**Number of classes indicates how many classes fall into each size category (a range of total students per class).*
*** "Other" category is for multi-grade level classes.*

Table 34: Average Class Size and Class Size Distribution (Elementary) (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Grade Level	Average Class Size	Number of Classes* 1-20	Number of Classes* 21-32	Number of Classes* 33+
K	-	-	-	-
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	-	-	-	-
6	-	-	-	-
Other**	-	-	-	-

**Number of classes indicates how many classes fall into each size category (a range of total students per class).*
*** "Other" category is for multi-grade level classes.*

Tables 32–34: Average Class Size and Class Size Distribution (Elementary)
CICA serves adult learners in grades 9-12 and does not enroll elementary-level students. As such, data for Tables 32–34 has been excluded to reflect CICA' program structure and educational focus.

CICA remains committed to transparency and accountability in reporting data that accurately represents its student population and educational model.

Table 35: Average Class Size and Class Size Distribution (Secondary) (School Year 2021–22)

*Entire table - data provided by the CDE **(DPC)***

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	5	56	0	1
Mathematics	3	38	0	0
Science	2	33	0	0
Social Science	2	77	0	0

**Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.*

Table 35A: Average Class Size and Class Size Distribution (Secondary) (School Year 20721–22)

*Entire table - data provided by the LEA **(DPL)***

Some of the data presented in Tables 35A, 36A, and 37A reflects corrections to errors identified in CALPADS reporting. While the data in Tables 35, 36, and 37 from the California Department of Education (CDE) may not fully align, year-over-year improvements demonstrate significant progress in our reporting processes. These

refinements highlight HCCTS' commitment to accuracy and transparency as we continue to enhance our data systems.

Subject	1 to 22	23 to 32	33 to 59	Average of Census 2021-2022
HS English	56	-	1	4.5
IHS English	3	1	5	28.7
Math	39	-	-	3.2
Science	31	-	-	1.7
Social Science	71	-	-	2.5

Table 36: Average Class Size and Class Size Distribution (Secondary) (School Year 2022–23)

Entire table - data provided by the CDE ***(DPC)***

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	13	68	2	10
Mathematics	6	32	0	0
Science	5	28	0	0
Social Science	7	82	0	0

**Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.*

Table 36A: Average Class Size and Class Size Distribution by Location (School Year 2022–23)

Entire table - data provided by the LEA ***(DPL)***

Subject Site	1 to 22	23 to 32	33 to 59	Average
HS English	**74**	**2**	**1**	**5.9**
24th St.	5	-	-	6.4
Auburn Blvd.	3	-	-	4.3
Bowling*****	6	-	-	4.3
C St.	5	-	-	4.4
Clay*****	6		-	3.3
Howe Ave.	16	1	-	7.5
Hurley Way	6	-	-	4.5
Industrial Pkwy.	3	-	-	5.0
Bruceville Rd.	3	-	-	4.7
33rd St.	4	-	1	8.0
Rosemont	3	-	-	3.3
Seavey Circle	3	-	-	1.3
Todhunter Ave.	11	1	-	8.8
IHS English	**27**	**13**	**6**	**20.6**
24th St.	-	1	-	28.0

Auburn Blvd.	1	1	-	23.5
Bowling*	-	1	-	31.0
C St.	-	-	2	33.5
Clay*	-	1	-	25.0
Florin Rd.	-	-	1	43.0
Howe Ave.	25	5	2	16.8
Hurley Way	1	1	-	26.0
Jackson Rd.	-	2	-	27.0
Watt Ave*	-	-	1	33.0
Todhunter Ave.	-	1	-	29.0
Math	**34**	-	-	**2.2**
24th St.	2	-	-	2.0
Auburn Blvd.	2	-	-	3.0
Bowling*	4	-	-	2.5
C St.	4	-	-	2.0
Clay*	3	-	-	2.3
Howe Ave.	5	-	-	3.6
Hurley Way	3	-	-	2.0
Industrial Pkwy.	1	-	-	3.0
Bruceville Rd.	2	-	-	1.0
33rd St.	2	-	-	1.5
Rosemont	2	-	-	1.5
Seavey Circle	2	-	-	1.0
Todhunter Ave.	2	-	-	2.0
Science	**34**	-	-	**2.1**
24th St.	2	-	-	5.0
Auburn Blvd.	2	-	-	1.5
Bowling*	3	-	-	3.0
C St.	3	-	-	3.3
Clay*	2	-	-	2.0
Howe Ave.	9	-	-	1.8
Hurley Way	4	-	-	1.3
Industrial Pkwy.	2	-	-	1.5
Bruceville Rd.	1	-	-	3.0
33rd St.	2	-	-	1.0
Rosemont	2	-	-	1.5
Seavey Circle	1	-	-	1.0
Todhunter Ave.	1	-	-	3.0
Social Science	**74**	-	-	**2.9**
24th St.	4	-	-	2.3
Auburn Blvd.	3	-	-	2.7
Bowling*	7	-	-	3.7
C St.	7	-	-	2.4
Clay*	6	-	-	2.5
Howe Ave.	15	-	-	4.1
Hurley Way	7	-	-	2.4

Industrial Pkwy.	4	-	-	2.5
Bruceville Rd.	4	-	-	5.0
33rd St.	2	-	-	1.5
Rosemont	4	-	-	2.8
Seavey Circle	4	-	-	1.5
Todhunter Ave.	7	-	-	1.9

** Site now closed. Not represented on the current site list.*

Table 37: Average Class Size and Class Size Distribution (Secondary) (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Subject	Average Class Size	Number of Classes* 1-22	Number of Classes* 23-32	Number of Classes* 33+
English Language Arts	5	106	2	0
Mathematics	3	44	0	0
Science	2	57	0	0
Social Science	3	100	0	0

**Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.*

Table 37A: Average Class Size and Class Size Distribution by Location (School Year 2023–24)

Entire table - data provided by the LEA ***(DPL)***

Subject Site	1 to 22	23 to 32	33 to 59	60 to 99	Average
HS English	**103**	**4**	**1**	-	**5.2**
Auburn Blvd.	8	1	-	-	7.4
C St.	9	-	-	-	5.7
Las Palmas Ave.	9	-	-	-	2.8
Florin Rd.	4	-	-	-	4.0
Howe Ave.	21	-	1	-	3.8
Marconi	12	2	-	-	6.2
Hayes Ave.	2	-	-	-	1.0
O St.	3	-	-	-	8.3
33rd St.	21	-	-	-	5.7
Rosemont	3	-	-	-	2.7
Seavey Circle	6	-	-	-	3.0
Todhunter Ave.	5	1	-	-	12.0
IHS English	**13**	**9**	**29**	**1**	**33.3**
Auburn Blvd.	1	2	6	-	36.2
Old Auburn Rd.	-	1	1	-	34.0
Howe Ave.	7	5	15	1	34.8
Industrial Pkwy.	-	-	2	-	40.0
Jackson Rd.	4	-	-	-	11.8

Marconi	-	-	1	-	37.0
33rd St.	1	1	2	-	27.5
Todhunter Ave.	-	-	2	-	45.0
Math	**46**	-	-	-	**3.0**
Auburn Blvd.	2	-	-	-	3.0
C St.	4	-	-	-	5.0
Las Palmas Ave.	6	-	-	-	1.7
Florin Rd.	3	-	-	-	2.3
Howe Ave.	6	-	-	-	3.8
Marconi	6	-	-	-	5.0
Hayes Ave.	1	-	-	-	1.0
O St.	1	-	-	-	1.0
33rd St.	11	-	-	-	1.9
Rosemont	1	-	-	-	3.0
Seavey Circle	5	-	-	-	7.0
Science	**47**	-	-	-	**2.5**
Auburn Blvd.	2	-	-	-	3.5
C St.	4	-	-	-	2.3
Las Palmas Ave.	5	-	-	-	1.6
Florin Rd.	2	-	-	-	3.0
Howe Ave.	9	-	-	-	2.3
Marconi*	7	-	-	-	3.1
Hayes Ave.	1	-	-	-	1.0
33rd St.	10	-	-	-	2.5
Rosemont	2	-	-	-	1.0
Seavey Circle	5	-	-	-	6.3
Social Science	**98**	-	-	-	**2.7**
Auburn Blvd.	4	-	-	-	4.0
C St.	10	-	-	-	2.8
Las Palmas Ave.	9	-	-	-	2.4
Florin Rd.	7	-	-	-	3.0
Howe Ave.	17	-	-	-	3.5
Marconi*	11	-	-	-	1.9
Hayes Ave.	2	-	-	-	2.0
O St.	4	-	-	-	2.5
33rd St.	20	-	-	-	2.2
Rosemont	3	-	-	-	2.3
Seavey Circle	11	-	-	-	5.0

Tables 35–37: Providing Accurate Data on Class Sizes
CICA's hybrid learning model—combining independent study and site-based support hubs—requires flexibility in class scheduling and resource distribution. While CDE-reported class size data provides a general overview, it does not fully capture the variability caused by part-time enrollment, remote learning, and in-person support services.

To ensure clarity and transparency, CICA has:

- Replaced Tables 35–37 in the main SARC report with site-specific class size data that reflects enrollment patterns and attendance trends more accurately.
- Moved CDE's calculated data to the appendices for reference and compliance with reporting standards.

Methodology for Class Size Data

Class sizes reported by CICA were determined based on the number of students enrolled in classes categorized under relevant groupings on Census Day, with attendance recorded at least once within 30 calendar days of the Census Day for each respective reporting year. Additional groupings were included to ensure greater accuracy and granularity in site-level reporting. Please refer to the following list for information on class groupings:

H.S. English
English – Level A, B, C

I.H.S. English
English for Work and Life - Levels 0/1, 2/3.
Advanced English for Work and Life.

Math
Algebra
Pre-Algebra

Science
Life Science
Physical Science
Earth Science

Social Science
Economics
U.S. Government and Civics
U.S. History and Geography
World History, Culture, and Geography

Addressing Class Size Challenges

CICA's model emphasizes flexibility to meet the needs of nontraditional learners balancing work, family, and personal responsibilities. This approach inherently leads to fluctuating attendance patterns, as students access digital platforms and in-person services on variable schedules.

CICA recognizes that class sizes at some sites are larger than ideal and is actively addressing these challenges by:

- Enhancing attendance monitoring systems to better track engagement.
- Rebalancing resources and staffing allocations to distribute workloads more evenly across sites.
- Developing new policies for enrollment and attendance tracking to ensure optimal learning environments.
- Growth and Planning Efforts – CICA has taken proactive steps to address class size challenges, including:
    - Pausing enrollment in impacted areas.
    - Implementing new attendance and disenrollment policies to balance class sizes.
    - Developing an Attendance Standard Operating Procedure (SOP) to track engagement and distribute resources more effectively.
    - Utilizing the lottery procedure outlined in our charter.

Commitment to Improvement

CICA remains dedicated to:

- Aligning resources to support small group instruction and personalized learning plans.
- Investing in infrastructure to improve student access to digital tools and in-person services.

- Reporting data transparently while prioritizing program quality and student outcomes.

Access to CDE Data
CDE-reported data for Tables 35–37 has been relocated to the appendices for reference, ensuring compliance while prioritizing relevance and accuracy in the main report.

Table 38: Ratio of Pupils to Academic Counselor (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Title	Ratio
Pupils to Academic Counselor*	3,180

**One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.*

Table 38A: Ratio of Pupils to Academic Counselor (School Year 2023–24)

Entire table - data provided by the LEA ***(DPL)***

Title	Ratio
Pupils to Academic Counselor*	177

**One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.*

Clarifying Counselor Assignments
While the California Department of Education's (CDE) data reflects the total number of students enrolled, CICA assigns academic counselors exclusively to high school students, ensuring targeted support for their academic and career planning. International High School (IHS) students receive dedicated support from ELD Navigators, who provide guidance tailored to their unique needs. To present an accurate picture of counseling resources, CICA has calculated its own ratios based on high school student assignments, specifically including only 10th and 12th-grade students, as all 9th graders are supported by navigators rather than counselors.

Table 39: Student Support Services Staff (School Year 2023–24)

Entire table - data provided by the CDE ***(DPC)***

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	-
Library Media Services Staff (Paraprofessional)	-
Psychologist	-
Social Worker	-
Nurse	-
Speech/Language/Hearing Specialist	-
Resource Specialist (non-teaching)	-
Other**	-

**One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.*
*** "Other" category is for all other student support services staff positions not listed.*

Table 39A: Student Support Services Staff (School Year 2023–24)

Entire table – data provided by the LEA ***(DPL)***

Due to an error in CALPADS reporting, the CDE-provided data for student support services staff does not accurately reflect the staffing levels at HCCS/CICA. To ensure transparency and accuracy, the following table presents corrected census day data for the 2023–24 school year. This updated information underscores HCCTS' commitment to improving data reporting processes and providing an accurate picture of the resources available to support our students.

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	8.60
Library Media Teacher (Librarian)	-
Library Media Services Staff (Paraprofessional)	35.20
Psychologist	-
Social Worker	-
Nurse	-
Speech/Language/Hearing Specialist	-
Resource Specialist (non-teaching)	-
Other**	39.00
ELD/IHS Navigator	3.00
Career and/or Social/Behavioral Counseling	-

Table 40: Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2022–23)

Partial table - data provided by the CDE ***(DPC)***

- *TRUSD Average Teacher Salary data,*
- *State Average Teacher Salary data, and*
- *State Expenditures Per Pupil (Unrestricted) data.*

Partial table – data provided by the LEA ***(DPL), as follows***

- *The remaining data is to be provided by the LEA.*

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	8,698.95	228.65	8,470.31	73,417
TRUSD	N/A	N/A	15,340.26	90,713
Percent Difference – School Site and TRUSD	N/A	N/A	58%	21.00%
State	N/A	N/A	10,770.62	94,625
Percent Difference – School Site and State	N/A	N/A	24%	25.00%

Note: Cells with N/A values do not require data.

Table 41: Types of Services Funded (Fiscal Year 2023–24)

*Narrative provided by the LEA **(DPL)***

Innovative Support for Student Success
CICA is dedicated to providing resources and opportunities that empower its independent study students to thrive academically and personally. Recognizing that 77.2% of CICA students are actively parenting, the school has implemented innovative solutions to ensure accessibility and equity in education.

Technology for Flexibility and Connectivity
Since August 2020, HCCTS has distributed over 14,286 smartphones to students across its network, including those at CICA, ensuring uninterrupted access to learning resources. In 2023, HCCTS adopted the Google Pixel Fold as a next-generation solution to replace traditional smartphones, Chromebooks, and hotspots. This advanced device combines a large folding screen for versatile application use, a built-in cellular connection for reliable access, and a hotspot to connect additional devices. Since December 2023, 2,415 Pixel Folds have been distributed to CICA students, supporting their independent study model by enabling learning on the go.

Holistic Student and Family Support
CICA's comprehensive support services address the diverse challenges its students face, including free play care, homeless services, access to food pantries and clothing closets, and Civics 101 classes. These resources ensure that students can balance their educational pursuits with family and personal responsibilities.

Language Services and Testing Access
CICA is committed to breaking down language barriers for its growing population of English Learners. Proctors fluent in key languages spoken by students—including Spanish, Farsi, Urdu, Pashto, and Russian—facilitate inclusive testing processes, enabling students to demonstrate their capabilities accurately and confidently.

Driving Innovation Through Feedback and Partnerships
CICA actively seeks feedback from its students and staff to refine services and ensure alignment with their needs. Partnerships with community organizations enhance the school's ability to provide innovative solutions and resources that remove barriers to success.

Measuring Impact
By integrating technology, expanding language services, and providing holistic support, CICA has strengthened its ability to meet the unique needs of its students. These initiatives reflect CICA's ongoing commitment to eradicating educational inequality and fostering long-term success for its independent study population.

Table 42: Teacher and Administrative Salaries (Fiscal Year 2022–23)

Entire table - data provided by the CDE ***(DPC)***

Category	TRUSD Amount	State Average For Districts In Same Category
Beginning Teacher Salary	59,128	56,572.74
Mid-Range Teacher Salary	83,628	87,185.69
Highest Teacher Salary	115,265	119,664.66
Average Principal Salary (Elementary)	136,222	148,486.09
Average Principal Salary (Middle)	143,552	154,835.19
Average Principal Salary (High)	151,948	170,007.96
Superintendent Salary	339,379	338,699.13
Percent of Budget for Teacher Salaries	23%	31.41%
Percent of Budget for Administrative Salaries	5%	4.86%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at https://www.cde.ca.gov/ds/fd/cs/.

Table 42A: Teacher and Administrative Salaries (Fiscal Year 2022–23)

Entire table - data provided by the LEA ***(DPL)***

Category	HCCTS Amount
Beginning Teacher Salary	66,347
Mid-Range Teacher Salary	89,167
Highest Teacher Salary	103,221
Average Principal Salary (Elementary)	–
Average Principal Salary (Middle)	–
Average Principal Salary (High)	122,935
Superintendent Salary	250,212
Percent of Budget for Teacher Salaries	19.93%
Percent of Budget for Administrative Salaries	4.72%

Table 43: Advanced Placement (AP) Courses (School Year 2023–24)

*Entire table - data provided by the CDE **(DPC)***

Percent of Students in AP Courses*:*

Subject	Number of AP Courses Offered*
Computer Science	-
English	-
Fine and Performing Arts	-
Foreign Language	-
Mathematics	-
Science	-
Social Science	-
Total AP Courses Offered*	-

**Where there are student course enrollments of at least one student.*

CICA does not offer Advanced Placement (AP) courses due to its focus on serving adult learners who require flexible, career-focused, and skills-based pathways to high school completion and workforce readiness.

Instead, CICA prioritizes Career Technical Education (CTE) programs and industry-recognized certifications that align with students' career goals and provide practical skills for employment and advancement.

This approach reflects CICA's commitment to meeting the unique needs of its diverse student population through accessible, relevant, and outcomes-driven education.

Table 44: Professional Development

*Entire table - data provided by the LEA **(DPL)***

Measure	2022–23	2023–24	2024–25
Number of school days dedicated to Staff Development and Continuous Improvement	5	5	5

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

- During five Teacher Work Days/Non-Student Days, CICA provides a full day of school-wide staff professional development, offering sessions addressing such topics as identifying and metabolizing collective trauma, CPR training, sexual harassment training, Safeschools Trainings, K12 Swift Alert Solutions training, etc.
- CICA offers monthly professional development days that are hosted by our instructional and curriculum teams that feature topics such as standards alignment and curriculum, use of instructional approaches, materials, and assessments, application of technology in the classroom, cultural awareness, leadership, literacy/pre-literacy, etc.

- In addition, CICA is committed to providing full-time certificated teachers with funding designated to support his/her participation in the pursuit of additional training, advanced degrees or designations, continuing coursework at the college or university level, or attendance at educational workshops and/or conferences, contingent upon the annual budget allocations. Our teachers have attended EdConnective 12 week mentoring, Reaching At Promise Students Association (RAPSA) Conference, EdTech, CASAS Institute, and Workforce Investment Opportunity Act conferences. CICA offers monthly instructional professional development days that feature break-out sessions and workshops led by our Principals and curriculum teams.

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
CICA	MARYSVILLE - 715 C Street, Marysville, CA 95901	3/4/2024	Scott Leaman	2	0	48		2 teachers share a classroom on site. This is an independent student program using the Edmentum High School software, so students would not be present. Low bar to stay enrolled?
CTE	Oak Park - "2520 33rd St, Sacramento, CA 95817"	10/31/2024	Scott Leaman	1	0	0		Based on interview with teacher, program has not stared yet for this school year.
HCCS	Del Paso - "1100 Las Palmas Avenue, Sacramento, CA 95815"	3/26/2024	Scott Leaman	1	N/A			Class had not started yet but the teacher was meeting with students
HCCS	10017 Folsom Blvd, Sacramento, CA 95827	8/6/2024	Scott Leaman	3	68	635	2	Classes have enrollment assigned to classroom that would be beyond capacity if the students attended
HCCS	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	8/6/2024	Scott Leaman	2	23	223	2	Classes have enrollment assigned to classroom that would be beyond capacity if the students attended
HCCS	HILLSDALE - 5655 Hillsdale Blvd, Suites 1, 11 & 18, Sacramento, CA 95842	3/14/2024	Scott Leaman	3	135	950		Classrooms are croweded but they are expanding in to new spaces (Hillsdale #2)
CICA	Marconi 2 - "3727 Marconi Ave, Sacramento, CA 95821"	8/13/2024	Scott Leaman	3	65 - online	175	1	Concerns about curriculum and dropouts. Report that other teachers just pass on students
CTE	1333 Grand Avenue, Sacramento, CA 95838	9/18/2024	Scott Leaman	5	d in the afternoon			CTE programs have very small enrollment per class

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS (No CICA at this site)	North Laguna - 8211 Bruceville Rd, #115, Sacramento, CA 95823	8/12/2024	Scott Leaman	2	58	321		Based on interview with teacher, program has not rdared yet for this school year.
HCCS	Center Parkway "7839 Center Parkway, Sacramento, CA 95823"	8/12/2024	Scott Leaman	2	77	232		Based on interview with teacher, program has not parkwayared yet for this school year.
HCCS	Maple - 3301 37th Avenue, Sacramento, CA 95824	4/11/2024	Scott Leaman	5	47	854		It was shared that the visits happened during Eid which could affect attendance. The school was also doing assessment testing.
CICA	Oak Park - "2520 33rd St, Sacramento, CA 95817"	10/31/2024	Scott Leaman	0	0 (online program)	86		Not in class on this day, but is an online program
CICA	1326 O Street, Sacramento, CA 95814	8/7/2024	Scott Leaman	0	0	0		Not staff at site due to shortage
HCCS	OXNARD 328 West Third Street, Oxnard, CA 93030	2/29/24 - 3/1/24	Scott Leaman	2	42	119		Observed a night and morning class. Enrolled
HCCS	South Lake Tahoe - 1041 Lyons Avenue, South Lake Tahoe, CA 96150	4/10/2024	Scott Leaman	N/A	N/A	N/A		Prinicipal said this is a future site
HCCS	12th Street - " 701 12th Street, Suite 203, Sacramento, CA 95814"	N/A	Scott Leaman	Site Closed	N/A	N/A		Site closed per Lee Farrand
CICA	9880 Jackson Road, Sacramento, CA 95827	9/25/2024	Scott Leaman	1	5	24		

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
CICA	Del Paso 2 - "3730 Marysville Blvd, Sacramento, CA 95838"	3/26/2024	Scott Leaman	1	0			This is a CICA online program so students are in distance learning
HCCS	HILLSDALE #2 - 5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842	3/14/2024	Scott Leaman	0	0	0		This is an expansion site for Hillsdale #1. There is also a student center and an enrollment center on sit.
HCCS	OXNARD 2 560 South A Street, Suite B, Oxnard, CA 93030	3/1/2024	Scott Leaman	0	0	0		This is an expansion site that has not held a class yet. They reported they need the site due to an increase in enrollment. The site is clean and a quality large classroom. No students have attended this site yet. Students from Oxnard will attend this site also.
HCCS	HEMLOCK - 5537 Hemlock Street, Sacramento, CA 95841	3/14/2024	Scott Leaman	1	34	80		This is the Russian Library opened for students in the evening
HCCS	MARYSVILLE 2- 1431 C St, Marysville, CA 95901	3/4/2024	Scott Leaman	0	0	0	1	This site is a professonal baseball field. When I intervied the contact he stated no students are present and they had only 2 events there. There is/was hope that it would be a site for landscaping, culinary programs.
CICA	San Pablo - 1964 Rumrill Blvd, San Pablo, CA 94806	11/6/2024	Scott Leaman	1	online progr	5	1	This site is not listed as a CICA site. Von Allen stated the teacher was moved from the Oakland site when it closed.
HCCS	Marconi 2 - "3727 Marconi Ave, Sacramento, CA 95821"	8/13/2024	Scott Leaman	3	46	1054	1	two classes at this site have 228 and 286 students respectively

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS	1333 Grand Avenue, Sacramento, CA 95838	9/18/2024	Scott Leaman	2	65	1,222		Visited in the afternoon and there were few students present. 2 teachers were in meetings and 3 classrooms had long term substitutes
HCCS	Old Auburn - 7817 Old Auburn, Citrus Hights	4/19/2024	Scott Leaman	N/A	N/A	N/A		Workers present and preparing at least 4 classrooms. Spreadsheet says classes have not
HCCS	MARYSVILLE - 715 C Street, Marysville, CA 95901	3/4/2024	Scott Leaman	2	17	130		2 teachers share a classroom on site. This is an independent student program using the Edmentum High School software, so students would not be present. Low bar to stay enrolled?
HCCS	HEMLOCK #2 - 5527 Hemlock Street, Suite B, Sacramento, CA 95841	3/14/2024	Scott Leaman	1	24	60		
HCCS	McClellan 3144 Palm Street, Building 826, McClellan Park, CA 95652	3/15/2024	Scott Leaman	2	87	253		
HCCS	McClellan #2 5411 Luce Ave, Unit 242, McClellan, CA 95652	3/15/2024	Scott Leaman	2	55	180		Based on interview with teacher, program has not unit 242ared yet for this school year.
CICA	Del Paso - "1100 Las Palmas Avenue, Sacramento, CA 95815"	3/26/2024	Scott Leaman	2	11			
HCCS/**CICA**	Auburn - 4441 Auburn Blvd, Suite H & M Sacramento, CA 95841	3/27/2024	Scott Leaman	2	N/A Online Program			Cblvds had not started yet but the teacher was meeting with stuaunts
HCCS/**CICA**	Auburn - 4441 Auburn Blvd, Suite J, Sacramento, CA 95841	3/27/2024	Scott Leaman	1	24	0 = 197, 12=65		

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS	College Oak - 4545 College Oak Drive, Sacramento, CA 95841	4/3/2024	Scott Leaman	3	102	1800		
HCCS	Maple 2 - 5961 Franklin Blvd, Sacramento, CA 95824	4/11/2024	Scott Leaman	2	43	176		
CICA	Florin - "3801 Florin Road, Suite 107, Sacramento, CA 95823"	4/24/2024	Scott Leaman	1	Online	40		Based on interview with teacher, program has not suite 107ared yet for this school year.
CICA	Bowling - "7171 Bowling Drive, #1120, Sacramento, CA 95823"	4/24/2024	Scott Leaman	1	Online	16		
HCCS	"Larkspur #2 - Larkspur #2 - 1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	4/26/2024	Scott Leaman	1	30	190		Classrooms are croweded but they are expanding in Sacramento new spaces (Larkspur #2)
HCCS	Larkspur #1 - "1100 Fulton Avenue, #F, Sacramento, CA 95825"	4/26/2024	Scott Leaman	N/A	N/A	N/A		Based on interview with teacher, program has not fared yet for this school year.
HCCS	Hurley - "3205 Hurley Way, Sacramento, CA 95864"	4/26/2024	Scott Leaman	3	70	350		It was shared Hurleyat Hurleye visits happened during Eid which could affect attendance. The school was also doing assessment testing.
CICA	"SHRA Marina - 30 Seavey Circle, Sacramento, CA 95818"	4/29/2024	Scott Leaman					Based on interview with teacher, program has not circleared yet for this school year.

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
CICA	431 Hayes Avenue, Sacramento, CA 95838	5/9/2024	Scott Leaman	3	20	88		
HCCS	1111 Howe Avenue, #655, Sacramento, CA 95825	5/13/24	Scott Leaman	3	73	401		It was shared Avendeat Avendee visits happened during Eid which could affect attendance. The school was also doing assessment testing.
HCCS	Fair Oaks - "2310 Fair Oaks Blvd, Suites C, C-2, D, Sacramento, CA 95825"	5/22/2024	Scott Leaman	pport Site C	2	0		Classrooms are croweded but they are expanding in to new spaces (Oaks #2)
HCCS	West Sac - "800 Todhunter Avenue, West Sacramento, CA 95605"	5/29/2024	Scott Leaman	3	34	510		
HCCS	Capitol Mall - "555 Capitol Mall, #735, Sacramento, CA 95814"	5/29/2024	Scott Leaman	2	10 inperson, 15 online	30		Based on interview with teacher, program has not mallared yet for this school year.
HCCS	Edison - "2300 Edison Avenue, Sacramento, CA 95821"	8/13/2024	Scott Leaman	5	149	1065		It was shared Edisonat Edisone visits happened during Eid which could affect attendance. The school was also doing assessment testing.
HCCS (No CICA at this site)	24th Street 7720 24th Street, Sacramento, CA 95832	8/13/2024	Scott Leaman	1	32	117		Based on interview with teacher, program has not streetared yet for this school year.
HCCS	South Side Park 730 S Street, Sacramento, CA 95811	8/13/2024	Scott Leaman	2	23	76		
CICA	Rosemont - "8401 Jackson Rd, Sacramento, CA 95826"	8/14/2024	Scott Leaman	1	24 (online and at women's center)	24		It was shared Jacksonat Jacksone visits happened during Eid which could affect attendance. The school was also doing assessment testing.

HCCTS Site Visit Summary								
Charter School	Site Name & Address	Date of Visit	Name of Observer	Classes Visited	Student Present	Students Enrolled	# of Concerns	Observer's Notes
HCCS	Industrial - 8180 Industrial Pkwy, Sacramento, CA 95824	8/14/2024	Scott Leaman	1	7	32		It was shared Industrialat Industriale visits happened during Eid which could affect attendance. The school was also doing assessment testing.
CICA	Industrial - 8180 Industrial Pkwy,	8/14/2024	Scott Leaman	1	25 (online)	25		It was shared Industrialat Industriale visits happened during Eid which could affect
HCCS	65th Back Viet South6853 65th Street, Suite C,	8/14/2024	Scott Leaman	2	92	218		Classrooms are croweded but they are expanding in A 95828 new spaces (Back #2)
HCCS	Yuba City - 229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	9/19/2024	Scott Leaman	1	36	80		Classrooms are croweded but they are expanding in 1 new spaces (City #2)
HCCS	Asher - 1215 Howe Avenue, #101, Sacramento, CA 95825	9/26/2024	Scott Leaman	3	5	32		
HCCS/CTE	Garden Grove - 10121 Westminster Avenue, Garden Grove, CA 92843	10/23/2024	Scott Leaman	1	0	38		
HCCS	Garden Grove 2 - 14361 Euclid Street, Suites 3C & 3D, Garden Grove, CA 92843	10/23/2024	Scott Leaman	1	32	296		Classrooms are croweded but they are expanding in Grove new spaces (Grove #2)
HCCS	Oak Park - "2520 33rd St, Sacramento, CA 95817"	10/31/2024	Scott Leaman	4	70	268		Based on interview with teacher, program has not stared yet for this school year.
HCCS	San Pablo - 1964 Rumrill Blvd, San Pablo, CA 94806	11/6/2024	Scott Leaman	1	8	48		

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/26/25 07:54 PM**

08/29/2022 to 04/07/2023 =141 days

Track B 141 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	7	0	0	7	987	0	45	0	0.00	942.00	6.68	100.00 %
10	6	0	0	6	846	0	126	0	0.00	720.00	5.11	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	27	2	0	29	4089	0	288	0	25.00	3776.00	26.78	99.34 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**40**	**2**	**0**	**42**	**5922**	**0**	**459**	**0**	**25.00**	**5438.00**	**38.57**	**99.54 %**
Grand Total	**40**	**2**	**0**	**42**	**5922**	**0**	**459**	**0**	**25.00**	**5438.00**	**38.57**	**99.54 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/26/25 07:55 PM**

09/12/2022 to 04/07/2023 =132 days

Track C 132 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	158	1939	660	1437	276804	0	167815	0	822.00	108167.00	819.45	99.25 %
10	17	271	74	214	38016	0	23681	0	35.00	14300.00	108.33	99.76 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	37	700	202	535	97284	0	59698	0	721.00	36865.00	279.28	98.08 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**212**	**2910**	**936**	**2186**	**412104**	**0**	**251194**	**0**	**1578.00**	**159332.00**	**1207.06**	**99.02 %**
Grand Total	**212**	**2910**	**936**	**2186**	**412104**	**0**	**251194**	**0**	**1578.00**	**159332.00**	**1207.06**	**99.02 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/26/25 07:53 PM**

08/15/2022 to 03/24/2023 =141 days

Track A 141 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	1057	392	665	149037	0	35244	0	304.00	113489.00	804.89	99.73 %
10	0	243	75	168	34263	0	7023	0	7.00	27233.00	193.14	99.97 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	682	289	393	96162	0	26438	0	604.00	69120.00	490.21	99.13 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**1982**	**756**	**1226**	**279462**	**0**	**68705**	**0**	**915.00**	**209842.00**	**1488.24**	**99.57 %**
Grand Total	**0**	**1982**	**756**	**1226**	**279462**	**0**	**68705**	**0**	**915.00**	**209842.00**	**1488.24**	**99.57 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:18 PM**

08/15/2022 to 09/09/2022 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	1005	84	921	19095	0	700	0	15.00	18380.00	967.37	99.92 %
10	0	234	8	226	4446	0	264	0	0.00	4182.00	220.11	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	651	41	610	12369	0	474	0	68.00	11827.00	622.47	99.43 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**1890**	**133**	**1757**	**35910**	**0**	**1438**	**0**	**83.00**	**34389.00**	**1809.95**	**99.76 %**
Grand Total	**0**	**1890**	**133**	**1757**	**35910**	**0**	**1438**	**0**	**83.00**	**34389.00**	**1809.95**	**99.76 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:19 PM**

09/12/2022 to 10/07/2022 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	921	10	62	869	18620	0	472	0	8.00	18140.00	907.00	99.96 %
10	226	3	27	202	4580	0	151	0	0.00	4429.00	221.45	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	610	1	59	552	12220	0	300	0	110.00	11810.00	590.50	99.08 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1757**	**14**	**148**	**1623**	**35420**	**0**	**923**	**0**	**118.00**	**34379.00**	**1718.95**	**99.66 %**
Grand Total	**1757**	**14**	**148**	**1623**	**35420**	**0**	**923**	**0**	**118.00**	**34379.00**	**1718.95**	**99.66 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:20 PM**

10/10/2022 to 11/04/2022 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	869	17	64	822	17720	0	487	0	47.00	17186.00	859.30	99.73 %
10	202	0	14	188	4040	0	70	0	0.00	3970.00	198.50	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	552	7	46	513	11180	0	286	0	169.00	10725.00	536.25	98.45 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1623**	**24**	**124**	**1523**	**32940**	**0**	**843**	**0**	**216.00**	**31881.00**	**1594.05**	**99.33 %**
Grand Total	**1623**	**24**	**124**	**1523**	**32940**	**0**	**843**	**0**	**216.00**	**31881.00**	**1594.05**	**99.33 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:21 PM**

11/07/2022 to 12/02/2022 =14 days

Track A 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	822	15	62	775	11718	0	395	0	45.00	11278.00	805.57	99.60 %
10	188	3	6	185	2674	0	56	0	6.00	2612.00	186.57	99.77 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	513	3	53	463	7224	0	292	0	113.00	6819.00	487.07	98.37 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1523**	**21**	**121**	**1423**	**21616**	**0**	**743**	**0**	**164.00**	**20709.00**	**1479.21**	**99.21 %**
Grand Total	**1523**	**21**	**121**	**1423**	**21616**	**0**	**743**	**0**	**164.00**	**20709.00**	**1479.21**	**99.21 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:21 PM**

12/05/2022 to 12/30/2022 =15 days

Track A 15 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	775	5	0	780	11700	0	2	0	33.00	11665.00	777.67	99.72 %
10	185	2	0	187	2805	0	3	0	0.00	2802.00	186.80	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	463	4	2	465	7005	0	13	0	0.00	6992.00	466.13	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1423**	**11**	**2**	**1432**	**21510**	**0**	**18**	**0**	**33.00**	**21459.00**	**1430.60**	**99.85 %**
Grand Total	**1423**	**11**	**2**	**1432**	**21510**	**0**	**18**	**0**	**33.00**	**21459.00**	**1430.60**	**99.85 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:22 PM**

01/02/2023 to 01/27/2023 =14 days

Track A 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	780	18	51	747	11172	0	792	0	26.00	10354.00	739.57	99.75 %
10	187	3	8	182	2660	0	120	0	0.00	2540.00	181.43	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	465	10	74	401	6650	0	1057	0	40.00	5553.00	396.64	99.28 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1432**	**31**	**133**	**1330**	**20482**	**0**	**1969**	**0**	**66.00**	**18447.00**	**1317.64**	**99.64 %**
Grand Total	**1432**	**31**	**133**	**1330**	**20482**	**0**	**1969**	**0**	**66.00**	**18447.00**	**1317.64**	**99.64 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:23 PM**

01/30/2023 to 02/24/2023 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	747	15	48	714	14478	0	1029	0	89.00	13360.00	703.16	99.34 %
10	182	3	8	177	3515	0	170	0	1.00	3344.00	176.00	99.97 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	401	41	35	407	8398	0	682	0	53.00	7663.00	403.32	99.31 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1330**	**59**	**91**	**1298**	**26391**	**0**	**1881**	**0**	**143.00**	**24367.00**	**1282.47**	**99.42 %**
Grand Total	**1330**	**59**	**91**	**1298**	**26391**	**0**	**1881**	**0**	**143.00**	**24367.00**	**1282.47**	**99.42 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:24 PM**

02/27/2023 to 03/24/2023 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	714	16	65	665	14600	0	1433	0	41.00	13126.00	656.30	99.69 %
10	177	5	14	168	3640	0	286	0	0.00	3354.00	167.70	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	407	13	27	393	8400	0	618	0	51.00	7731.00	386.55	99.34 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1298**	**34**	**106**	**1226**	**26640**	**0**	**2337**	**0**	**92.00**	**24211.00**	**1210.55**	**99.62 %**
Grand Total	**1298**	**34**	**106**	**1226**	**26640**	**0**	**2337**	**0**	**92.00**	**24211.00**	**1210.55**	**99.62 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:34 PM**

08/29/2022 to 09/23/2022 =19 days

Track B 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	7	0	0	7	133	0	0	0	0.00	133.00	7.00	100.00 %
10	6	0	1	5	114	0	14	0	0.00	100.00	5.26	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	27	2	0	29	551	0	10	0	0.00	541.00	28.47	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**40**	**2**	**1**	**41**	**798**	**0**	**24**	**0**	**0.00**	**774.00**	**40.74**	**100.00 %**
Grand Total	**40**	**2**	**1**	**41**	**798**	**0**	**24**	**0**	**0.00**	**774.00**	**40.74**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:35 PM**

09/26/2022 to 10/21/2022 =20 days

Track B 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	7	0	0	7	140	0	0	0	0.00	140.00	7.00	100.00 %
10	5	0	0	5	100	0	0	0	0.00	100.00	5.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	29	0	3	26	580	0	45	0	15.00	520.00	26.00	97.20 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**41**	**0**	**3**	**38**	**820**	**0**	**45**	**0**	**15.00**	**760.00**	**38.00**	**98.06 %**
Grand Total	**41**	**0**	**3**	**38**	**820**	**0**	**45**	**0**	**15.00**	**760.00**	**38.00**	**98.06 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:36 PM**

10/24/2022 to 11/18/2022 =19 days

Track B 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	7	0	0	7	133	0	0	0	0.00	133.00	7.00	100.00 %
10	5	0	0	5	95	0	0	0	0.00	95.00	5.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	26	0	0	26	494	0	0	0	5.00	489.00	25.74	98.99 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**38**	**0**	**0**	**38**	**722**	**0**	**0**	**0**	**5.00**	**717.00**	**37.74**	**99.31 %**
Grand Total	**38**	**0**	**0**	**38**	**722**	**0**	**0**	**0**	**5.00**	**717.00**	**37.74**	**99.31 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:37 PM**

11/21/2022 to 12/16/2022 =15 days

Track B 15 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	7	0	0	7	105	0	0	0	0.00	105.00	7.00	100.00 %
10	5	0	0	5	75	0	0	0	0.00	75.00	5.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	26	0	1	25	390	0	15	0	5.00	370.00	24.67	98.67 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**38**	**0**	**1**	**37**	**570**	**0**	**15**	**0**	**5.00**	**550.00**	**36.67**	**99.10 %**
Grand Total	**38**	**0**	**1**	**37**	**570**	**0**	**15**	**0**	**5.00**	**550.00**	**36.67**	**99.10 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:38 PM**

12/19/2022 to 01/13/2023 =10 days

Track B 10 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	7	0	1	6	70	0	5	0	0.00	65.00	6.50	100.00 %
10	5	0	0	5	50	0	0	0	0.00	50.00	5.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	25	2	1	26	270	0	15	0	0.00	255.00	25.50	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**37**	**2**	**2**	**37**	**390**	**0**	**20**	**0**	**0.00**	**370.00**	**37.00**	**100.00 %**
Grand Total	**37**	**2**	**2**	**37**	**390**	**0**	**20**	**0**	**0.00**	**370.00**	**37.00**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:39 PM**

01/16/2023 to 02/10/2023 =19 days

Track B 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	6	0	0	6	114	0	0	0	0.00	114.00	6.00	100.00 %
10	5	0	0	5	95	0	0	0	0.00	95.00	5.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	26	0	0	26	494	0	0	0	0.00	494.00	26.00	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**37**	**0**	**0**	**37**	**703**	**0**	**0**	**0**	**0.00**	**703.00**	**37.00**	**100.00 %**
Grand Total	**37**	**0**	**0**	**37**	**703**	**0**	**0**	**0**	**0.00**	**703.00**	**37.00**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:39 PM**

02/13/2023 to 03/10/2023 =19 days

Track B 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	6	0	0	6	114	0	0	0	0.00	114.00	6.00	100.00 %
10	5	0	0	5	95	0	0	0	0.00	95.00	5.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	26	3	0	29	551	0	24	0	0.00	527.00	27.74	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**37**	**3**	**0**	**40**	**760**	**0**	**24**	**0**	**0.00**	**736.00**	**38.74**	**100.00 %**
Grand Total	**37**	**3**	**0**	**40**	**760**	**0**	**24**	**0**	**0.00**	**736.00**	**38.74**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:40 PM**

03/13/2023 to 04/07/2023 =20 days

Track B 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	6	1	0	7	140	0	2	0	0.00	138.00	6.90	100.00 %
10	5	1	0	6	120	0	10	0	0.00	110.00	5.50	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	29	0	0	29	580	0	0	0	0.00	580.00	29.00	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**40**	**2**	**0**	**42**	**840**	**0**	**12**	**0**	**0.00**	**828.00**	**41.40**	**100.00 %**
Grand Total	**40**	**2**	**0**	**42**	**840**	**0**	**12**	**0**	**0.00**	**828.00**	**41.40**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:57 PM**

09/12/2022 to 10/07/2022 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	158	155	1	312	6260	0	2233	0	84.00	3943.00	197.15	97.91 %
10	17	44	5	56	1220	0	554	0	0.00	666.00	33.30	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	37	84	23	98	2420	0	874	0	77.00	1469.00	73.45	95.02 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**212**	**283**	**29**	**466**	**9900**	**0**	**3661**	**0**	**161.00**	**6078.00**	**303.90**	**97.42 %**
Grand Total	**212**	**283**	**29**	**466**	**9900**	**0**	**3661**	**0**	**161.00**	**6078.00**	**303.90**	**97.42 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:58 PM**

10/10/2022 to 11/04/2022 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	312	245	17	540	11140	0	2455	0	72.00	8613.00	430.65	99.17 %
10	56	26	4	78	1640	0	249	0	5.00	1386.00	69.30	99.64 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	98	67	9	156	3300	0	569	0	104.00	2627.00	131.35	96.19 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**466**	**338**	**30**	**774**	**16080**	**0**	**3273**	**0**	**181.00**	**12626.00**	**631.30**	**98.59 %**
Grand Total	**466**	**338**	**30**	**774**	**16080**	**0**	**3273**	**0**	**181.00**	**12626.00**	**631.30**	**98.59 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 12:59 PM**

11/07/2022 to 12/02/2022 =14 days

Track C 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	540	219	32	727	10626	0	1630	0	96.00	8900.00	635.71	98.93 %
10	78	29	6	101	1498	0	283	0	9.00	1206.00	86.14	99.26 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	156	76	12	220	3248	0	563	0	48.00	2637.00	188.36	98.21 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**774**	**324**	**50**	**1048**	**15372**	**0**	**2476**	**0**	**153.00**	**12743.00**	**910.21**	**98.81 %**
Grand Total	**774**	**324**	**50**	**1048**	**15372**	**0**	**2476**	**0**	**153.00**	**12743.00**	**910.21**	**98.81 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:00 PM**

12/05/2022 to 01/13/2023 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	727	339	141	925	21320	0	4932	0	135.00	16253.00	812.65	99.18 %
10	101	30	36	95	2620	0	513	0	0.00	2107.00	105.35	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	220	71	28	263	5820	0	947	0	51.00	4822.00	241.10	98.95 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1048**	**440**	**205**	**1283**	**29760**	**0**	**6392**	**0**	**186.00**	**23182.00**	**1159.10**	**99.20 %**
Grand Total	**1048**	**440**	**205**	**1283**	**29760**	**0**	**6392**	**0**	**186.00**	**23182.00**	**1159.10**	**99.20 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:00 PM**

01/16/2023 to 02/10/2023 =19 days

Track C 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	925	359	124	1160	24396	0	4369	0	86.00	19941.00	1049.53	99.57 %
10	95	38	5	128	2527	0	455	0	0.00	2072.00	109.05	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	263	220	42	441	9177	0	2664	0	139.00	6374.00	335.47	97.87 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1283**	**617**	**171**	**1729**	**36100**	**0**	**7488**	**0**	**225.00**	**28387.00**	**1494.05**	**99.21 %**
Grand Total	**1283**	**617**	**171**	**1729**	**36100**	**0**	**7488**	**0**	**225.00**	**28387.00**	**1494.05**	**99.21 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:01 PM**

02/13/2023 to 03/10/2023 =19 days

Track C 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1160	339	185	1314	28481	0	5077	0	122.00	23282.00	1225.37	99.48 %
10	128	60	10	178	3572	0	676	0	1.00	2895.00	152.37	99.97 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	441	115	53	503	10564	0	1724	0	181.00	8659.00	455.74	97.95 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1729**	**514**	**248**	**1995**	**42617**	**0**	**7477**	**0**	**304.00**	**34836.00**	**1833.47**	**99.13 %**
Grand Total	**1729**	**514**	**248**	**1995**	**42617**	**0**	**7477**	**0**	**304.00**	**34836.00**	**1833.47**	**99.13 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:02 PM**

03/13/2023 to 04/07/2023 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1314	331	208	1437	32900	0	5438	0	227.00	27235.00	1361.75	99.17 %
10	178	49	13	214	4540	0	552	0	20.00	3968.00	198.40	99.50 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	503	88	56	535	11820	0	1422	0	121.00	10277.00	513.85	98.84 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1995**	**468**	**277**	**2186**	**49260**	**0**	**7412**	**0**	**368.00**	**41480.00**	**2074.00**	**99.12 %**
Grand Total	**1995**	**468**	**277**	**2186**	**49260**	**0**	**7412**	**0**	**368.00**	**41480.00**	**2074.00**	**99.12 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/26/25 07:43 PM**

07/10/2023 to 03/29/2024 =169 days

Track A 169 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	1877	955	922	317213	0	106298	0	307.00	210608.00	1246.20	99.85 %
10	0	510	189	321	86190	0	21715	0	34.00	64441.00	381.31	99.95 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	902	451	451	152438	0	47328	0	385.00	104725.00	619.67	99.63 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**3289**	**1595**	**1694**	**555841**	**0**	**175341**	**0**	**726.00**	**379774.00**	**2247.18**	**99.81 %**
Grand Total	**0**	**3289**	**1595**	**1694**	**555841**	**0**	**175341**	**0**	**726.00**	**379774.00**	**2247.18**	**99.81 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/26/25 07:44 PM**

08/14/2023 to 03/22/2024 =141 days

Track B 141 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	301	158	143	42441	0	16256	0	9.00	26176.00	185.65	99.97 %
10	0	87	39	48	12267	0	3999	0	0.00	8268.00	58.64	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	2	139	73	68	19881	0	7441	0	52.00	12388.00	87.86	99.58 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2**	**527**	**270**	**259**	**74589**	**0**	**27696**	**0**	**61.00**	**46832.00**	**332.14**	**99.87 %**
Grand Total	**2**	**527**	**270**	**259**	**74589**	**0**	**27696**	**0**	**61.00**	**46832.00**	**332.14**	**99.87 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/26/25 07:46 PM**

09/11/2023 to 03/29/2024 =127 days

Track C 127 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	2	237	114	125	30353	0	12413	0	346.00	17594.00	138.54	98.07 %
10	0	121	37	84	15367	0	6059	0	5.00	9303.00	73.25	99.95 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	207	94	113	26289	0	12141	0	8.00	14140.00	111.34	99.94 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2**	**565**	**245**	**322**	**72009**	**0**	**30613**	**0**	**359.00**	**41037.00**	**323.13**	**99.13 %**
Grand Total	**2**	**565**	**245**	**322**	**72009**	**0**	**30613**	**0**	**359.00**	**41037.00**	**323.13**	**99.13 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:10 PM**

07/10/2023 to 08/04/2023 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	1415	0	1415	28300	0	591	0	37.00	27672.00	1383.60	99.87 %
10	0	368	0	368	7360	0	169	0	0.00	7191.00	359.55	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	623	3	620	12460	0	246	0	67.00	12147.00	607.35	99.45 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**2406**	**3**	**2403**	**48120**	**0**	**1006**	**0**	**104.00**	**47010.00**	**2350.50**	**99.78 %**
Grand Total	**0**	**2406**	**3**	**2403**	**48120**	**0**	**1006**	**0**	**104.00**	**47010.00**	**2350.50**	**99.78 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:11 PM**

08/07/2023 to 09/01/2023 =18 days

Track A 18 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1415	327	179	1563	31356	0	3254	0	42.00	28060.00	1558.89	99.85 %
10	368	96	21	443	8352	0	380	0	0.00	7972.00	442.89	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	620	268	41	847	15984	0	737	0	5.00	15242.00	846.78	99.97 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2403**	**691**	**241**	**2853**	**55692**	**0**	**4371**	**0**	**47.00**	**51274.00**	**2848.56**	**99.91 %**
Grand Total	**2403**	**691**	**241**	**2853**	**55692**	**0**	**4371**	**0**	**47.00**	**51274.00**	**2848.56**	**99.91 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:12 PM**

09/04/2023 to 09/29/2023 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1563	110	224	1449	31787	0	4473	0	60.00	27254.00	1434.42	99.78 %
10	443	29	37	435	8968	0	733	0	19.00	8216.00	432.42	99.77 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	847	9	73	783	16264	0	1404	0	50.00	14810.00	779.47	99.66 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2853**	**148**	**334**	**2667**	**57019**	**0**	**6610**	**0**	**129.00**	**50280.00**	**2646.32**	**99.74 %**
Grand Total	**2853**	**148**	**334**	**2667**	**57019**	**0**	**6610**	**0**	**129.00**	**50280.00**	**2646.32**	**99.74 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:13 PM**

10/02/2023 to 10/27/2023 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1449	108	167	1390	31140	0	3613	0	30.00	27497.00	1374.85	99.89 %
10	435	20	50	405	9100	0	1060	0	5.00	8035.00	401.75	99.94 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	783	10	84	709	15860	0	1713	0	4.00	14143.00	707.15	99.97 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2667**	**138**	**301**	**2504**	**56100**	**0**	**6386**	**0**	**39.00**	**49675.00**	**2483.75**	**99.92 %**
Grand Total	**2667**	**138**	**301**	**2504**	**56100**	**0**	**6386**	**0**	**39.00**	**49675.00**	**2483.75**	**99.92 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:13 PM**

10/30/2023 to 11/24/2023 =14 days

Track A 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1390	11	95	1306	19614	0	1330	0	28.00	18256.00	1304.00	99.85 %
10	405	12	21	396	5838	0	295	0	0.00	5543.00	395.93	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	709	8	61	656	10038	0	864	0	42.00	9132.00	652.29	99.54 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2504**	**31**	**177**	**2358**	**35490**	**0**	**2489**	**0**	**70.00**	**32931.00**	**2352.21**	**99.79 %**
Grand Total	**2504**	**31**	**177**	**2358**	**35490**	**0**	**2489**	**0**	**70.00**	**32931.00**	**2352.21**	**99.79 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:14 PM**

11/27/2023 to 12/22/2023 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1306	0	99	1207	26120	0	1978	0	22.00	24120.00	1206.00	99.91 %
10	396	1	15	382	7940	0	300	0	0.00	7640.00	382.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	656	10	71	595	13320	0	1411	0	77.00	11832.00	591.60	99.35 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2358**	**11**	**185**	**2184**	**47380**	**0**	**3689**	**0**	**99.00**	**43592.00**	**2179.60**	**99.77 %**
Grand Total	**2358**	**11**	**185**	**2184**	**47380**	**0**	**3689**	**0**	**99.00**	**43592.00**	**2179.60**	**99.77 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:15 PM**

01/08/2024 to 02/02/2024 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	1207	2	210	999	22971	0	2749	0	19.00	20203.00	1063.32	99.91 %
10	382	1	32	351	7277	0	482	0	0.00	6795.00	357.63	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	595	8	123	480	11457	0	2102	0	50.00	9305.00	489.74	99.47 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2184**	**11**	**365**	**1830**	**41705**	**0**	**5333**	**0**	**69.00**	**36303.00**	**1910.68**	**99.81 %**
Grand Total	**2184**	**11**	**365**	**1830**	**41705**	**0**	**5333**	**0**	**69.00**	**36303.00**	**1910.68**	**99.81 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:15 PM**

02/05/2024 to 03/01/2024 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	999	0	30	969	18981	0	275	0	28.00	18678.00	983.05	99.85 %
10	351	1	18	334	6688	0	179	0	0.00	6509.00	342.58	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	480	6	17	469	9234	0	228	0	40.00	8966.00	471.89	99.56 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1830**	**7**	**65**	**1772**	**34903**	**0**	**682**	**0**	**68.00**	**34153.00**	**1797.53**	**99.80 %**
Grand Total	**1830**	**7**	**65**	**1772**	**34903**	**0**	**682**	**0**	**68.00**	**34153.00**	**1797.53**	**99.80 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:16 PM**

03/04/2024 to 03/29/2024 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	969	4	51	922	19460	0	551	0	41.00	18868.00	943.40	99.78 %
10	334	1	14	321	6700	0	150	0	10.00	6540.00	327.00	99.85 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	469	7	25	451	9520	0	322	0	50.00	9148.00	457.40	99.46 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1772**	**12**	**90**	**1694**	**35680**	**0**	**1023**	**0**	**101.00**	**34556.00**	**1727.80**	**99.71 %**
Grand Total	**1772**	**12**	**90**	**1694**	**35680**	**0**	**1023**	**0**	**101.00**	**34556.00**	**1727.80**	**99.71 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:24 PM**

08/14/2023 to 09/08/2023 =19 days

Track B 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	230	5	225	4370	0	2809	0	9.00	1552.00	81.68	99.42 %
10	0	76	0	76	1444	0	1046	0	0.00	398.00	20.95	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	2	135	2	135	2603	0	1693	0	45.00	865.00	45.53	95.05 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2**	**441**	**7**	**436**	**8417**	**0**	**5548**	**0**	**54.00**	**2815.00**	**148.16**	**98.12 %**
Grand Total	**2**	**441**	**7**	**436**	**8417**	**0**	**5548**	**0**	**54.00**	**2815.00**	**148.16**	**98.12 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:27 PM**

09/11/2023 to 10/06/2023 =20 days

Track B 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	225	68	29	264	5860	0	1096	0	0.00	4764.00	238.20	100.00 %
10	76	9	14	71	1700	0	175	0	0.00	1525.00	76.25	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	135	0	28	107	2700	0	140	0	1.00	2559.00	127.95	99.96 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**436**	**77**	**71**	**442**	**10260**	**0**	**1411**	**0**	**1.00**	**8848.00**	**442.40**	**99.99 %**
Grand Total	**436**	**77**	**71**	**442**	**10260**	**0**	**1411**	**0**	**1.00**	**8848.00**	**442.40**	**99.99 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:28 PM**

10/09/2023 to 11/03/2023 =20 days

Track B 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	264	4	31	237	5360	0	178	0	0.00	5182.00	259.10	100.00 %
10	71	5	6	70	1520	0	70	0	0.00	1450.00	72.50	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	107	8	11	104	2300	0	140	0	0.00	2160.00	108.00	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**442**	**17**	**48**	**411**	**9180**	**0**	**388**	**0**	**0.00**	**8792.00**	**439.60**	**100.00 %**
Grand Total	**442**	**17**	**48**	**411**	**9180**	**0**	**388**	**0**	**0.00**	**8792.00**	**439.60**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:30 PM**

11/06/2023 to 12/01/2023 =14 days

Track B 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	237	0	35	202	3318	0	175	0	0.00	3143.00	224.50	100.00 %
10	70	0	5	65	980	0	25	0	0.00	955.00	68.21	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	104	2	14	92	1484	0	82	0	0.00	1402.00	100.14	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**411**	**2**	**54**	**359**	**5782**	**0**	**282**	**0**	**0.00**	**5500.00**	**392.86**	**100.00 %**
Grand Total	**411**	**2**	**54**	**359**	**5782**	**0**	**282**	**0**	**0.00**	**5500.00**	**392.86**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:30 PM**

12/04/2023 to 12/29/2023 =15 days

Track B 15 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	202	0	0	202	3030	0	0	0	0.00	3030.00	202.00	100.00 %
10	65	0	0	65	975	0	0	0	0.00	975.00	65.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	92	0	1	91	1380	0	5	0	1.00	1374.00	91.60	99.93 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**359**	**0**	**1**	**358**	**5385**	**0**	**5**	**0**	**1.00**	**5379.00**	**358.60**	**99.98 %**
Grand Total	**359**	**0**	**1**	**358**	**5385**	**0**	**5**	**0**	**1.00**	**5379.00**	**358.60**	**99.98 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:31 PM**

01/01/2024 to 01/26/2024 =14 days

Track B 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	202	0	41	161	2828	0	322	0	0.00	2506.00	179.00	100.00 %
10	65	0	8	57	910	0	85	0	0.00	825.00	58.93	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	91	0	14	77	1274	0	142	0	0.00	1132.00	80.86	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**358**	**0**	**63**	**295**	**5012**	**0**	**549**	**0**	**0.00**	**4463.00**	**318.79**	**100.00 %**
Grand Total	**358**	**0**	**63**	**295**	**5012**	**0**	**549**	**0**	**0.00**	**4463.00**	**318.79**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:32 PM**

01/29/2024 to 02/23/2024 =19 days

Track B 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	161	0	10	151	3059	0	40	0	0.00	3019.00	158.89	100.00 %
10	57	0	2	55	1083	0	8	0	0.00	1075.00	56.58	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	77	1	4	74	1482	0	31	0	0.00	1451.00	76.37	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**295**	**1**	**16**	**280**	**5624**	**0**	**79**	**0**	**0.00**	**5545.00**	**291.84**	**100.00 %**
Grand Total	**295**	**1**	**16**	**280**	**5624**	**0**	**79**	**0**	**0.00**	**5545.00**	**291.84**	**100.00 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:33 PM**

02/26/2024 to 03/22/2024 =20 days

Track B 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	151	0	8	143	3020	0	40	0	0.00	2980.00	149.00	100.00 %
10	55	0	7	48	1100	0	35	0	0.00	1065.00	53.25	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	74	1	7	68	1500	0	50	0	5.00	1445.00	72.25	99.66 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**280**	**1**	**22**	**259**	**5620**	**0**	**125**	**0**	**5.00**	**5490.00**	**274.50**	**99.91 %**
Grand Total	**280**	**1**	**22**	**259**	**5620**	**0**	**125**	**0**	**5.00**	**5490.00**	**274.50**	**99.91 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:38 PM**

09/11/2023 to 10/06/2023 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	2	137	6	133	2780	0	1625	0	14.00	1141.00	57.05	98.79 %
10	0	65	2	63	1300	0	803	0	0.00	497.00	24.85	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	90	4	86	1800	0	1002	0	0.00	798.00	39.90	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**2**	**292**	**12**	**282**	**5880**	**0**	**3430**	**0**	**14.00**	**2436.00**	**121.80**	**99.43 %**
Grand Total	**2**	**292**	**12**	**282**	**5880**	**0**	**3430**	**0**	**14.00**	**2436.00**	**121.80**	**99.43 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:39 PM**

10/09/2023 to 11/03/2023 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	133	95	25	203	4560	0	932	0	10.00	3618.00	180.90	99.72 %
10	63	35	2	96	1960	0	365	0	0.00	1595.00	79.75	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	86	87	11	162	3460	0	1132	0	7.00	2321.00	116.05	99.70 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**282**	**217**	**38**	**461**	**9980**	**0**	**2429**	**0**	**17.00**	**7534.00**	**376.70**	**99.77 %**
Grand Total	**282**	**217**	**38**	**461**	**9980**	**0**	**2429**	**0**	**17.00**	**7534.00**	**376.70**	**99.77 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:39 PM**

11/06/2023 to 12/01/2023 =14 days

Track C 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	203	1	32	172	2856	0	166	0	36.00	2654.00	189.57	98.66 %
10	96	0	7	89	1344	0	35	0	0.00	1309.00	93.50	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	162	7	27	142	2366	0	197	0	1.00	2168.00	154.86	99.95 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**461**	**8**	**66**	**403**	**6566**	**0**	**398**	**0**	**37.00**	**6131.00**	**437.93**	**99.40 %**
Grand Total	**461**	**8**	**66**	**403**	**6566**	**0**	**398**	**0**	**37.00**	**6131.00**	**437.93**	**99.40 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:40 PM**

12/04/2023 to 12/29/2023 =15 days

Track C 15 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	172	1	1	172	2595	0	11	0	49.00	2535.00	169.00	98.10 %
10	89	0	0	89	1335	0	0	0	0.00	1335.00	89.00	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	142	6	1	147	2220	0	29	0	0.00	2191.00	146.07	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**403**	**7**	**2**	**408**	**6150**	**0**	**40**	**0**	**49.00**	**6061.00**	**404.07**	**99.20 %**
Grand Total	**403**	**7**	**2**	**408**	**6150**	**0**	**40**	**0**	**49.00**	**6061.00**	**404.07**	**99.20 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:41 PM**

01/08/2024 to 02/02/2024 =19 days

Track C 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	172	2	39	135	3306	0	493	0	81.00	2732.00	143.79	97.12 %
10	89	6	15	80	1805	0	297	0	0.00	1508.00	79.37	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	147	6	40	113	2907	0	670	0	0.00	2237.00	117.74	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**408**	**14**	**94**	**328**	**8018**	**0**	**1460**	**0**	**81.00**	**6477.00**	**340.89**	**98.76 %**
Grand Total	**408**	**14**	**94**	**328**	**8018**	**0**	**1460**	**0**	**81.00**	**6477.00**	**340.89**	**98.76 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:41 PM**

02/05/2024 to 03/01/2024 =19 days

Track C 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	135	0	5	130	2565	0	45	0	76.00	2444.00	128.63	96.98 %
10	80	6	9	77	1634	0	164	0	0.00	1470.00	77.37	100.00 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	113	8	7	114	2299	0	149	0	0.00	2150.00	113.16	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**328**	**14**	**21**	**321**	**6498**	**0**	**358**	**0**	**76.00**	**6064.00**	**319.16**	**98.76 %**
Grand Total	**328**	**14**	**21**	**321**	**6498**	**0**	**358**	**0**	**76.00**	**6064.00**	**319.16**	**98.76 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **03/27/25 01:42 PM**

03/04/2024 to 03/29/2024 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	130	1	6	125	2620	0	70	0	80.00	2470.00	123.50	96.86 %
10	77	9	2	84	1720	0	126	0	5.00	1589.00	79.45	99.69 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	114	7	8	113	2420	0	145	0	0.00	2275.00	113.75	100.00 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**321**	**17**	**16**	**322**	**6760**	**0**	**341**	**0**	**85.00**	**6334.00**	**316.70**	**98.68 %**
Grand Total	**321**	**17**	**16**	**322**	**6760**	**0**	**341**	**0**	**85.00**	**6334.00**	**316.70**	**98.68 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 02:57 PM**

07/08/2024 to 03/21/2025 =163 days

Track A 163 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	1048	362	686	170824	0	45774	0	18105.00	106945.00	656.10	85.52 %
10	0	455	221	234	74165	0	28219	0	8710.00	37236.00	228.44	81.04 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	748	332	416	121924	0	45899	0	14164.00	61861.00	379.52	81.37 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**2251**	**915**	**1336**	**366913**	**0**	**119892**	**0**	**40979.00**	**206042.00**	**1264.06**	**83.41 %**
Grand Total	**0**	**2251**	**915**	**1336**	**366913**	**0**	**119892**	**0**	**40979.00**	**206042.00**	**1264.06**	**83.41 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:00 PM**

07/08/2024 to 08/02/2024 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	775	3	772	15500	0	594	0	35.00	14871.00	743.55	99.77 %
10	0	245	0	245	4900	0	522	0	27.00	4351.00	217.55	99.38 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	510	4	506	10200	0	374	0	22.00	9804.00	490.20	99.78 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**1530**	**7**	**1523**	**30600**	**0**	**1490**	**0**	**84.00**	**29026.00**	**1451.30**	**99.71 %**
Grand Total	**0**	**1530**	**7**	**1523**	**30600**	**0**	**1490**	**0**	**84.00**	**29026.00**	**1451.30**	**99.71 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:00 PM**

08/05/2024 to 08/30/2024 =17 days

Track A 17 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	772	155	57	870	15759	0	716	0	2597.00	12446.00	732.12	82.74 %
10	245	88	22	311	5661	0	255	0	1123.00	4283.00	251.94	79.23 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	506	104	33	577	10370	0	501	0	2087.00	7782.00	457.76	78.85 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1523**	**347**	**112**	**1758**	**31790**	**0**	**1472**	**0**	**5807.00**	**24511.00**	**1441.82**	**80.85 %**
Grand Total	**1523**	**347**	**112**	**1758**	**31790**	**0**	**1472**	**0**	**5807.00**	**24511.00**	**1441.82**	**80.85 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:01 PM**

09/02/2024 to 09/27/2024 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	870	15	40	845	16815	0	560	0	2080.00	14175.00	746.05	87.20 %
10	311	1	23	289	5928	0	417	0	1033.00	4478.00	235.68	81.26 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	577	2	43	536	11001	0	657	0	2123.00	8221.00	432.68	79.48 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1758**	**18**	**106**	**1670**	**33744**	**0**	**1634**	**0**	**5236.00**	**26874.00**	**1414.42**	**83.69 %**
Grand Total	**1758**	**18**	**106**	**1670**	**33744**	**0**	**1634**	**0**	**5236.00**	**26874.00**	**1414.42**	**83.69 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:01 PM**

09/30/2024 to 10/25/2024 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	845	1	57	789	16920	0	793	0	2475.00	13652.00	682.60	84.65 %
10	289	12	17	284	6020	0	275	0	1078.00	4667.00	233.35	81.24 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	536	6	44	498	10840	0	732	0	1984.00	8124.00	406.20	80.37 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1670**	**19**	**118**	**1571**	**33780**	**0**	**1800**	**0**	**5537.00**	**26443.00**	**1322.15**	**82.69 %**
Grand Total	**1670**	**19**	**118**	**1571**	**33780**	**0**	**1800**	**0**	**5537.00**	**26443.00**	**1322.15**	**82.69 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:02 PM**

10/28/2024 to 11/22/2024 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	789	10	65	734	15181	0	986	0	2196.00	11999.00	631.53	84.53 %
10	284	34	11	307	6042	0	150	0	1328.00	4564.00	240.21	77.46 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	498	6	36	468	9576	0	569	0	1860.00	7147.00	376.16	79.35 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1571**	**50**	**112**	**1509**	**30799**	**0**	**1705**	**0**	**5384.00**	**23710.00**	**1247.89**	**81.49 %**
Grand Total	**1571**	**50**	**112**	**1509**	**30799**	**0**	**1705**	**0**	**5384.00**	**23710.00**	**1247.89**	**81.49 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:03 PM**

12/30/2024 to 01/24/2025 =14 days

Track A 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	756	21	75	702	10878	0	750	0	1711.00	8417.00	601.21	83.11 %
10	304	24	27	301	4592	0	353	0	925.00	3314.00	236.71	78.18 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	440	17	92	365	6398	0	1206	0	1137.00	4055.00	289.64	78.10 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**
Grand Total	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:03 PM**

12/30/2024 to 01/24/2025 =14 days

Track A 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	756	21	75	702	10878	0	750	0	1711.00	8417.00	601.21	83.11 %
10	304	24	27	301	4592	0	353	0	925.00	3314.00	236.71	78.18 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	440	17	92	365	6398	0	1206	0	1137.00	4055.00	289.64	78.10 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**
Grand Total	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:04 PM**

01/27/2025 to 02/21/2025 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	702	27	34	695	13851	0	661	0	2486.00	10704.00	563.37	81.15 %
10	301	24	52	273	6175	0	634	0	1277.00	4264.00	224.42	76.95 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	365	44	40	369	7771	0	944	0	1510.00	5317.00	279.84	77.88 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1368**	**95**	**126**	**1337**	**27797**	**0**	**2239**	**0**	**5273.00**	**20285.00**	**1067.63**	**79.37 %**
Grand Total	**1368**	**95**	**126**	**1337**	**27797**	**0**	**2239**	**0**	**5273.00**	**20285.00**	**1067.63**	**79.37 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:04 PM**

02/24/2025 to 03/21/2025 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	695	24	33	686	14380	0	561	0	2559.00	11260.00	563.00	81.48 %
10	273	26	65	234	5980	0	1343	0	1011.00	3626.00	181.30	78.20 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	369	74	27	416	8860	0	707	0	1883.00	6270.00	313.50	76.90 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1337**	**124**	**125**	**1336**	**29220**	**0**	**2611**	**0**	**5453.00**	**21156.00**	**1057.80**	**79.51 %**
Grand Total	**1337**	**124**	**125**	**1336**	**29220**	**0**	**2611**	**0**	**5453.00**	**21156.00**	**1057.80**	**79.51 %**

To the best of my knowledge,
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Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/16/25 12:52 PM**

10/07/2024 to 11/01/2024 =20 days

Track B 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	33	1	5	29	680	0	65	0	187.00	428.00	21.40	69.59 %
10	29	2	5	26	620	0	65	0	143.00	412.00	20.60	74.23 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	41	4	4	41	900	0	96	0	249.00	555.00	27.75	69.03 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**103**	**7**	**14**	**96**	**2200**	**0**	**226**	**0**	**579.00**	**1395.00**	**69.75**	**70.67 %**
Grand Total	**103**	**7**	**14**	**96**	**2200**	**0**	**226**	**0**	**579.00**	**1395.00**	**69.75**	**70.67 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/16/25 12:35 PM**

10/07/2024 to 11/01/2024 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	3	27	1	29	600	0	410	0	98.00	92.00	4.60	48.42 %
10	2	35	0	37	740	0	516	0	90.00	134.00	6.70	59.82 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	13	25	2	36	760	0	385	0	68.00	307.00	15.35	81.87 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**18**	**87**	**3**	**102**	**2100**	**0**	**1311**	**0**	**256.00**	**533.00**	**26.65**	**67.55 %**
Grand Total	**18**	**87**	**3**	**102**	**2100**	**0**	**1311**	**0**	**256.00**	**533.00**	**26.65**	**67.55 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 02:57 PM**

07/08/2024 to 03/21/2025 =163 days

Track A 163 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	1048	362	686	170824	0	45774	0	18105.00	106945.00	656.10	85.52 %
10	0	455	221	234	74165	0	28219	0	8710.00	37236.00	228.44	81.04 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	748	332	416	121924	0	45899	0	14164.00	61861.00	379.52	81.37 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**2251**	**915**	**1336**	**366913**	**0**	**119892**	**0**	**40979.00**	**206042.00**	**1264.06**	**83.41 %**
Grand Total	**0**	**2251**	**915**	**1336**	**366913**	**0**	**119892**	**0**	**40979.00**	**206042.00**	**1264.06**	**83.41 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:00 PM**

07/08/2024 to 08/02/2024 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	0	775	3	772	15500	0	594	0	35.00	14871.00	743.55	99.77 %
10	0	245	0	245	4900	0	522	0	27.00	4351.00	217.55	99.38 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	0	510	4	506	10200	0	374	0	22.00	9804.00	490.20	99.78 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**1530**	**7**	**1523**	**30600**	**0**	**1490**	**0**	**84.00**	**29026.00**	**1451.30**	**99.71 %**
Grand Total	**0**	**1530**	**7**	**1523**	**30600**	**0**	**1490**	**0**	**84.00**	**29026.00**	**1451.30**	**99.71 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:00 PM**

08/05/2024 to 08/30/2024 =17 days

Track A 17 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	772	155	57	870	15759	0	716	0	2597.00	12446.00	732.12	82.74 %
10	245	88	22	311	5661	0	255	0	1123.00	4283.00	251.94	79.23 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	506	104	33	577	10370	0	501	0	2087.00	7782.00	457.76	78.85 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1523**	**347**	**112**	**1758**	**31790**	**0**	**1472**	**0**	**5807.00**	**24511.00**	**1441.82**	**80.85 %**
Grand Total	**1523**	**347**	**112**	**1758**	**31790**	**0**	**1472**	**0**	**5807.00**	**24511.00**	**1441.82**	**80.85 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:01 PM**

09/02/2024 to 09/27/2024 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	870	15	40	845	16815	0	560	0	2080.00	14175.00	746.05	87.20 %
10	311	1	23	289	5928	0	417	0	1033.00	4478.00	235.68	81.26 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	577	2	43	536	11001	0	657	0	2123.00	8221.00	432.68	79.48 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1758**	**18**	**106**	**1670**	**33744**	**0**	**1634**	**0**	**5236.00**	**26874.00**	**1414.42**	**83.69 %**
Grand Total	**1758**	**18**	**106**	**1670**	**33744**	**0**	**1634**	**0**	**5236.00**	**26874.00**	**1414.42**	**83.69 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:01 PM**

09/30/2024 to 10/25/2024 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	845	1	57	789	16920	0	793	0	2475.00	13652.00	682.60	84.65 %
10	289	12	17	284	6020	0	275	0	1078.00	4667.00	233.35	81.24 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	536	6	44	498	10840	0	732	0	1984.00	8124.00	406.20	80.37 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1670**	**19**	**118**	**1571**	**33780**	**0**	**1800**	**0**	**5537.00**	**26443.00**	**1322.15**	**82.69 %**
Grand Total	**1670**	**19**	**118**	**1571**	**33780**	**0**	**1800**	**0**	**5537.00**	**26443.00**	**1322.15**	**82.69 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:02 PM**

10/28/2024 to 11/22/2024 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	789	10	65	734	15181	0	986	0	2196.00	11999.00	631.53	84.53 %
10	284	34	11	307	6042	0	150	0	1328.00	4564.00	240.21	77.46 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	498	6	36	468	9576	0	569	0	1860.00	7147.00	376.16	79.35 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1571**	**50**	**112**	**1509**	**30799**	**0**	**1705**	**0**	**5384.00**	**23710.00**	**1247.89**	**81.49 %**
Grand Total	**1571**	**50**	**112**	**1509**	**30799**	**0**	**1705**	**0**	**5384.00**	**23710.00**	**1247.89**	**81.49 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:03 PM**

12/30/2024 to 01/24/2025 =14 days

Track A 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	756	21	75	702	10878	0	750	0	1711.00	8417.00	601.21	83.11 %
10	304	24	27	301	4592	0	353	0	925.00	3314.00	236.71	78.18 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	440	17	92	365	6398	0	1206	0	1137.00	4055.00	289.64	78.10 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**
Grand Total	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:03 PM**

12/30/2024 to 01/24/2025 =14 days

Track A 14 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	756	21	75	702	10878	0	750	0	1711.00	8417.00	601.21	83.11 %
10	304	24	27	301	4592	0	353	0	925.00	3314.00	236.71	78.18 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	440	17	92	365	6398	0	1206	0	1137.00	4055.00	289.64	78.10 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**
Grand Total	**1500**	**62**	**194**	**1368**	**21868**	**0**	**2309**	**0**	**3773.00**	**15786.00**	**1127.57**	**80.71 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:04 PM**

01/27/2025 to 02/21/2025 =19 days

Track A 19 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	702	27	34	695	13851	0	661	0	2486.00	10704.00	563.37	81.15 %
10	301	24	52	273	6175	0	634	0	1277.00	4264.00	224.42	76.95 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	365	44	40	369	7771	0	944	0	1510.00	5317.00	279.84	77.88 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1368**	**95**	**126**	**1337**	**27797**	**0**	**2239**	**0**	**5273.00**	**20285.00**	**1067.63**	**79.37 %**
Grand Total	**1368**	**95**	**126**	**1337**	**27797**	**0**	**2239**	**0**	**5273.00**	**20285.00**	**1067.63**	**79.37 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/21/25 03:04 PM**

02/24/2025 to 03/21/2025 =20 days

Track A 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	695	24	33	686	14380	0	561	0	2559.00	11260.00	563.00	81.48 %
10	273	26	65	234	5980	0	1343	0	1011.00	3626.00	181.30	78.20 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	369	74	27	416	8860	0	707	0	1883.00	6270.00	313.50	76.90 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**1337**	**124**	**125**	**1336**	**29220**	**0**	**2611**	**0**	**5453.00**	**21156.00**	**1057.80**	**79.51 %**
Grand Total	**1337**	**124**	**125**	**1336**	**29220**	**0**	**2611**	**0**	**5453.00**	**21156.00**	**1057.80**	**79.51 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/16/25 12:52 PM**

10/07/2024 to 11/01/2024 =20 days

Track B 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	33	1	5	29	680	0	65	0	187.00	428.00	21.40	69.59 %
10	29	2	5	26	620	0	65	0	143.00	412.00	20.60	74.23 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	41	4	4	41	900	0	96	0	249.00	555.00	27.75	69.03 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**103**	**7**	**14**	**96**	**2200**	**0**	**226**	**0**	**579.00**	**1395.00**	**69.75**	**70.67 %**
Grand Total	**103**	**7**	**14**	**96**	**2200**	**0**	**226**	**0**	**579.00**	**1395.00**	**69.75**	**70.67 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

Attendance Summary By Grade

California Innovative Career Academy 2

Run Date/Time: **04/16/25 12:35 PM**

10/07/2024 to 11/01/2024 =20 days

Track C 20 Days in Session

All Students

Grade Level	Carry Fwd	Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Ineligible	Days Absent	Days Attd	ADA	ADA %
1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
4	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
5	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
6	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
7	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
8	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0.00**	**0.00**	**0.00 %**
9	3	27	1	29	600	0	410	0	98.00	92.00	4.60	48.42 %
10	2	35	0	37	740	0	516	0	90.00	134.00	6.70	59.82 %
11	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
12	13	25	2	36	760	0	385	0	68.00	307.00	15.35	81.87 %
13	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00 %
SubTotal	**18**	**87**	**3**	**102**	**2100**	**0**	**1311**	**0**	**256.00**	**533.00**	**26.65**	**67.55 %**
Grand Total	**18**	**87**	**3**	**102**	**2100**	**0**	**1311**	**0**	**256.00**	**533.00**	**26.65**	**67.55 %**

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date _____

Report Calculations

((Carry Fwd + Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Ineligible + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E - Days Ineligible)] X 100 = ADA%

California Innovative Career Academy
Chronic Absenteeism Rate
https://data1.cde.ca.gov/dataquest/DQCensus/AttChrAbsRate.aspx?agglevel=School&cds=34765050139584&year=2023-24&ro=y

2023-2024

Report Selection

Report: Chronic Absenteeism Rate
County: 34 - Sacramento
District: 3476505 - Twin Rivers Unified
School: 34765050139584 - California Innovative Career Academy
Year: 2023-24

Data Type Options

View Row Data As: (•) Race / Ethnicity ( ) Student Group ( ) Academic Year (Multi-Year)

Report Filters

Report Filters

Gender: (•) All Students ( ) Male ( ) Female ( ) Non-Binary ( ) Missing
English Learners: (•) All Students ( ) Yes ( ) No
Students with Disabilities: (•) All Students ( ) Yes ( ) No
Grade Span: (•) All Grades ( ) TK/KN ( ) 1-3 ( ) 4-6 ( ) 7-8 ( ) TK/KN-8 ( ) 9-12
Student Group: - No Subgroup Filters

Race / Ethnicity	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
African American	390	0	0.0%
American Indian or Alaska Native	12	0	0.0%
Asian	479	0	0.0%
Filipino	*	*	*
Hispanic or Latino	725	0	0.0%
Pacific Islander	19	0	0.0%
White	2,164	0	0.0%
Two or More Races	277	0	0.0%
Not Reported	17	0	0.0%

2023-24 Absenteeism by Reason

California Innovative Career Academy Report
Disaggregated by School (34-76505-0139584)

+ **Report Description**

+ **Report Glossary**

− **Report Options and Filters**

Report Selection

Report: Absenteeism by Reason (with School data)

County: 34 - Sacramento

District: 3476505 - Twin Rivers Unified

School: 34765050139584 - California Innovative Career Academy

Year: 2023-24

Report Filters

Student Type: ◉ All Students ○ Chronically Absent ○ Non-Chronically Absent

Gender: ◉ All Students ○ Male ○ Female ○ Non-Binary ○ Missing

English Learners: ◉ All Students ○ Yes ○ No

Students with Disabilities: ◉ All Students ○ Yes ○ No

Grade Span: ◉ All Grades ○ TK/KN ○ 1-3 ○ 4-6 ○ 7-8 ○ TK/KN-8 ○ 9-12

Race / Ethnicity: All

Name	Eligible Cumulative Enrollment	Count of Students with One or More Absences	Average Days Absent	Excused Absences	Unexcused Absences	Out-of-School Suspension Absences	Incomplete Independent Study Absences
California Innovative Career Academy	4,086	1	10.0	0.0%	100.0%	0.0%	0.0%

Report Totals

Name	Eligible Cumulative Enrollment	Count of Students with One or More Absences	Average Days Absent	Excused Absences	Unexcused Absences	Out-of-School Suspension Absences	Incomplete Independent Study Absences
California Innovative Career Academy	4,086	1	10.0	0.0%	100.0%	0.0%	0.0%
Twin Rivers Unified	51,275	45,220	31.4	11.5%	86.6%	0.6%	1.3%
Sacramento	270,059	246,242	16.6	36.6%	57.8%	1.1%	4.4%
Statewide	5,958,444	5,481,732	13.1	52.3%	41.4%	0.9%	5.4%

2023-24 Absenteeism by Reason

California Innovative Career Academy Report (34-76505-0139584)
Disaggregated by Ethnicity

+ Report Description

+ Report Glossary

− Report Options and Filters

Report Selection

Report: Absenteeism by Reason

County: 34 - Sacramento

District: 3476505 - Twin Rivers Unified

School: 34765050139584 - California Innovative Career Academy

Year: 2023-24

Data Type Options

View Row Data As: (•) Race / Ethnicity ( ) Student Group ( ) Grade Level ( ) Academic Year (Multi-Year)

Report Filters

Race / Ethnicity	Eligible Cumulative Enrollment	Count of Students with One or More Absences	Average Days Absent	Excused Absences	Unexcused Absences	Out-of-School Suspension Absences	Incomplete Independent Study Absences
African American	390	0	0.0	0.0%	0.0%	0.0%	0.0%
American Indian or Alaska Native	12	0	0.0	0.0%	0.0%	0.0%	0.0%
Asian	479	0	0.0	0.0%	0.0%	0.0%	0.0%
Filipino	*	*	*	*	*	*	*
Hispanic or Latino	725	1	10.0	0.0%	100.0%	0.0%	0.0%
Pacific Islander	19	0	0.0	0.0%	0.0%	0.0%	0.0%
White	2,164	0	0.0	0.0%	0.0%	0.0%	0.0%
Two or More Races	277	0	0.0	0.0%	0.0%	0.0%	0.0%
Not Reported	*	*	*	*	*	*	*

Report Totals

Name	Eligible Cumulative Enrollment	Count of Students with One or More Absences	Average Days Absent	Excused Absences	Unexcused Absences	Out-of-School Suspension Absences	Incomplete Independent Study Absences
California Innovative Career Academy	4,088	1	10.0	0.0%	100.0%	0.0%	0.0%
Twin Rivers Unified	51,275	45,220	31.4	11.5%	86.6%	0.6%	1.3%
Sacramento	270,059	246,242	16.6	36.6%	57.8%	1.1%	4.4%
Statewide	5,958,444	5,481,732	13.1	52.3%	41.4%	0.9%	5.4%

2022-2023

2022-23 Absenteeism by Reason

California Innovative Career Academy Report (34-76505-0139584)
Disaggregated by Ethnicity

+ Report Description

+ Report Glossary

− Report Options and Filters

Report Selection

Report: Absenteeism by Reason

County: 34 - Sacramento

District: 3476505 - Twin Rivers Unified

School: 34765050139584 - California Innovative Career Academy

Year: 2022-23

Data Type Options

View Row Data As: ◉ Race / Ethnicity ○ Student Group ○ Grade Level ○ Academic Year (Multi-Year)

Report Filters

Student Type: ◉ All Students ○ Chronically Absent ○ Non-Chronically Absent

Gender: ◉ All Students ○ Male ○ Female ○ Non-Binary ○ Missing

English Learners: ◉ All Students ○ Yes ○ No

Students with Disabilities: ◉ All Students ○ Yes ○ No

Grade Span: ◉ All Grades ○ TK/KN ○ 1-3 ○ 4-6 ○ 7-8 ○ TK/KN-8 ○ 9-12

Student Groups: - No Subgroup Filters

Race / Ethnicity	Eligible Cumulative Enrollment	Count of Students with One or More Absences	Average Days Absent	Excused Absences	Unexcused Absences	Out-of-School Suspension Absences	Incomplete Independent Study Absences
African American	188	0	0.0	0.0%	0.0%	0.0%	0.0%
American Indian or Alaska Native	*	*	*	*	*	*	*
Asian	287	0	0.0	0.0%	0.0%	0.0%	0.0%
Filipino	*	*	*	*	*	*	*
Hispanic or Latino	388	0	0.0	0.0%	0.0%	0.0%	0.0%
Pacific Islander	22	0	0.0	0.0%	0.0%	0.0%	0.0%
White	1,073	0	0.0	0.0%	0.0%	0.0%	0.0%
Two or More Races	122	0	0.0	0.0%	0.0%	0.0%	0.0%
Not Reported	12	0	0.0	0.0%	0.0%	0.0%	0.0%

Report Totals

Name	Eligible Cumulative Enrollment	Count of Students with One or More Absences	Average Days Absent	Excused Absences	Unexcused Absences	Out-of-School Suspension Absences	Incomplete Independent Study Absences
California Innovative Career Academy	2,082	0	0.0	0.0%	0.0%	0.0%	0.0%
Twin Rivers Unified	41,429	36,659	24.5	21.3%	74.9%	1.0%	2.7%
Sacramento	257,339	236,808	16.1	45.1%	48.4%	1.2%	5.3%
Statewide	5,958,889	5,536,799	14.6	54.7%	39.2%	0.9%	5.3%

2022-23 Chronic Absenteeism Rate

California Innovative Career Academy Report (34-76505-0139584)
Disaggregated by Ethnicity

+ **Report Description**

+ **Report Glossary**

− **Report Options and Filters**

Report Selection

Report: Chronic Absenteeism Rate

County: 34 - Sacramento

District: 3476505 - Twin Rivers Unified

School: 34765050139584 - California Innovative Career Academy

Year: 2022-23

Data Type Options

View Row Data As: ◉ Race / Ethnicity ○ Student Group ○ Academic Year (Multi-Year)

Report Filters

Gender: ◉ All Students ○ Male ○ Female ○ Non-Binary ○ Missing

English Learners: ◉ All Students ○ Yes ○ No

Students with Disabilities: ◉ All Students ○ Yes ○ No

Grade Span: ◉ All Grades ○ TK/KN ○ 1-3 ○ 4-6 ○ 7-8 ○ TK/KN-8 ○ 9-12

Student Group - No Subgroup Filters

English Learners: (•) All Students ( ) Yes ( ) No

Students with Disabilities: (•) All Students ( ) Yes ( ) No

Grade Span: (•) All Grades ( ) TK/KN ( ) 1-3 ( ) 4-6 ( ) 7-8 ( ) TK/KN-8 ( ) 9-12

Student Group: - No Subgroup Filters

Race / Ethnicity	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
African American	188	0	0.0%
American Indian or Alaska Native	*	*	*
Asian	267	0	0.0%
Filipino	*	*	*
Hispanic or Latino	388	0	0.0%
Pacific Islander	22	0	0.0%
White	1,073	0	0.0%
Two or More Races	122	0	0.0%
Not Reported	12	0	0.0%

2022-23 Calendar Calculation

CICA

Track A	Beg Date	End Date	Days	ADA-Days	ADA-Month	
Month 1	8/15/2022	9/9/2022	19	34389	1,809.95	
Month 2	9/12/2022	10/7/2022	20	34379	1,718.95	
Month 3	10/10/2022	11/4/2022	20	31881	1,594.05	
Month 4	11/7/2022	12/2/2022	14	20709	1,479.21	
Month 5	12/5/2022	12/30/2022	15	21459	1,430.60	
Month 6	1/2/2023	1/27/2023	14	18447	1,317.64	
Month 7	1/30/2023	2/24/2023	19	24367	1,282.47	
Month 8	2/27/2023	3/24/2023	20	24211	1,210.55	
TOTAL			141	209842	1,488.24	OK

Note: Track A is including Winter Break

HCCS

Track A	Beg Date	End Date	Days	ADA-Days	ADA-Month
Month 1	8/15/2022	9/9/2022	19	59461	3,129.53
Month 2	9/12/2022	10/7/2022	20	60317	3,015.85
Month 3	10/10/2022	11/4/2022	20	55867	2,793.35
Month 4	11/7/2022	12/2/2022	14	38108	2,722.00
Month 5	12/5/2022	12/30/2022	15	41043	2,736.20
Month 6	1/2/2023	1/27/2023	14	31512	2,250.86
Month 7	1/30/2023	2/24/2023	19	38469	2,024.68
Month 8	2/27/2023	3/24/2023	20	40119	2,005.95
TOTAL			141	364896	2,587.91

Note: Track A is including Winter Break

Track B	Beg Date	End Date	Days	ADA-Days	ADA-Month	
Month 1	8/29/2022	9/23/2022	19	774	40.74	
Month 2	9/26/2022	10/21/2022	20	760	38.00	
Month 3	10/24/2022	11/18/2022	19	717	37.74	
Month 4	11/21/2022	12/16/2022	15	550	36.67	
Month 5	12/19/2022	1/13/2023	10	370	37.00	
Month 6	1/16/2023	2/10/2023	19	703	37.00	
Month 7	2/13/2023	3/10/2023	19	736	38.74	
Month 8	3/13/2023	4/7/2023	20	828	41.40	
TOTAL			141	5438	38.57	OK

Note: Track B is including Winter Break

Track B	Beg Date	End Date	Days	ADA-Days	ADA-Month
Month 1	8/29/2022	9/23/2022	19	5113	269.11
Month 2	9/26/2022	10/21/2022	20	4830	241.50
Month 3	10/24/2022	11/18/2022	19	4518	237.79
Month 4	11/21/2022	12/16/2022	15	3507	233.80
Month 5	12/19/2022	1/13/2023	10	2125	212.50
Month 6	1/16/2023	2/10/2023	19	4214	221.79
Month 7	2/13/2023	3/10/2023	19	4184	220.21
Month 8	3/13/2023	4/7/2023	20	4654	232.70
TOTAL			141	33145	235.07

Note: Track B is including Winter Break

Track C	Beg Date	End Date	Days	ADA-Days	ADA-Month

Track C	Beg Date	End Date	Days	ADA-Days	ADA-Month

Month 1	9/12/2022	10/7/2022	20	6078	303.90		Month 1	9/12/2022	10/7/2022	20	15223	761.15
Month 2	10/10/2022	11/4/2022	20	12626	631.30		Month 2	10/10/2022	11/4/2022	20	25500	1,275.00
Month 3	11/7/2022	12/2/2022	14	12743	910.21		Month 3	11/7/2022	12/2/2022	14	21982	1,570.14
Month 4	12/5/2022	1/13/2023	20	23182	1,159.10		Month 4	12/5/2022	1/13/2023	20	35718	1,785.90
Month 5	1/16/2023	2/10/2023	19	28387	1,494.05		Month 5	1/16/2023	2/10/2023	19	37890	1,994.21
Month 6	2/13/2023	3/10/2023	19	34836	1,833.47		Month 6	2/13/2023	3/10/2023	19	39228	2,064.63
Month 7	3/13/2023	4/7/2023	20	41480	2,074.00		Month 7	3/13/2023	4/7/2023	20	43824	2,191.20
TOTAL			132	159332	1,207.06	OK	TOTAL			132	219365	1,661.86
Note: Track C is excluding Winter Break							Note: Track C is excluding Winter Break					

2023-24 Calendar Calculation

CICA

Track A	Beg Date	End Date	Days	ADA-Days	ADA-Month	
Month 1	7/10/2023	8/4/2023	20	47010	2,350.50	
Month 2	8/7/2023	9/1/2023	18	51274	2,848.56	
Month 3	9/4/2023	9/29/2023	19	50280	2,646.32	
Month 4	10/2/2023	10/27/2023	20	49675	2,483.75	
Month 5	10/30/2023	11/24/2023	14	32931	2,352.21	
Month 6	11/27/2023	12/22/2023	20	43592	2,179.60	
Month 7	1/8/2024	2/2/2024	19	36303	1,910.68	
Month 8	2/5/2024	3/1/2024	19	34153	1,797.53	
Month 9	3/4/2024	3/29/2024	20	34556	1,727.80	
TOTAL			169	379774	2,247.18	OK

Note: Track A is excluding Winter Break

HCCS

Track A	Beg Date	End Date	Days	ADA-Days	ADA-Month
Month 1	7/10/2023	8/4/2023	20	81475	4,073.75
Month 2	8/7/2023	9/1/2023	18	77000	4,277.78
Month 3	9/4/2023	9/29/2023	19	78035	4,107.11
Month 4	10/2/2023	10/27/2023	20	78515	3,925.75
Month 5	10/30/2023	11/24/2023	14	56655	4,046.79
Month 6	11/27/2023	12/22/2023	20	76664	3,833.20
Month 7	1/8/2024	2/2/2024	19	72486	3,815.05
Month 8	2/5/2024	3/1/2024	19	71917	3,785.11
Month 9	3/4/2024	3/29/2024	20	75769	3,788.45
TOTAL			169	668516	3,955.72

Note: Track A is excluding Winter Break

Track B	Beg Date	End Date	Days	ADA-Days	ADA-Month	
Month 1	8/14/2023	9/8/2023	19	2815	148.16	
Month 2	9/11/2023	10/6/2023	20	8848	442.40	
Month 3	10/9/2023	11/3/2023	20	8792	439.60	
Month 4	11/6/2023	12/1/2023	14	5500	392.86	
Month 5	12/4/2023	12/29/2023	15	5379	358.60	
Month 6	1/1/2024	1/26/2024	14	4463	318.79	
Month 7	1/29/2024	2/23/2024	19	5545	291.84	
Month 8	2/26/2024	3/22/2024	20	5490	274.50	
TOTAL			141	46832	332.14	OK

Note: Track B is including Winter Break

Track B	Beg Date	End Date	Days	ADA-Days	ADA-Month
Month 1	8/14/2023	9/8/2023	19	8738	459.89
Month 2	9/11/2023	10/6/2023	20	11581	579.05
Month 3	10/9/2023	11/3/2023	20	9904	495.20
Month 4	11/6/2023	12/1/2023	14	6830	487.86
Month 5	12/4/2023	12/29/2023	15	6580	438.67
Month 6	1/1/2024	1/26/2024	14	6091	435.07
Month 7	1/29/2024	2/23/2024	19	7862	413.79
Month 8	2/26/2024	3/22/2024	20	8209	410.45
TOTAL			141	65795	466.63

Note: Track B is including Winter Break

Track C	Beg Date	End Date	Days	ADA-Days	ADA-Month

Track C	Beg Date	End Date	Days	ADA-Days	ADA-Month

Month 1	9/11/2023	10/6/2023	20	2436	121.80		Month 1	9/11/2023	10/6/2023	20	5507	275.35
Month 2	10/9/2023	11/3/2023	20	7534	376.70		Month 2	10/9/2023	11/3/2023	20	12400	620.00
Month 3	11/6/2023	12/1/2023	14	6131	437.93		Month 3	11/6/2023	12/1/2023	14	13294	949.57
Month 4	12/4/2023	12/29/2023	15	6061	404.07		Month 4	12/4/2023	12/29/2023	15	18327	1,221.80
Month 5	1/8/2024	2/2/2024	19	6477	340.89		Month 5	1/8/2024	2/2/2024	19	30369	1,598.37
Month 6	2/5/2024	3/1/2024	19	6064	319.16		Month 6	2/5/2024	3/1/2024	19	36457	1,918.79
Month 7	3/4/2024	3/29/2024	20	6334	316.70		Month 7	3/4/2024	3/29/2024	20	44949	2,247.45
TOTAL			127	41037	323.13	OK	TOTAL			127	161303	1,270.10

Note: Track C is excluding one week of Winter Break

Note: Track C is excluding one week of Winter Break

HCCS & CICA Calendars

2022-23

TRACK A

Month 1	August 15, 2022 to September 9, 2022	19 Days
Month 2	September 12, 2022 to October 7, 2022	20 Days
Month 3	October 10, 2022 to November 4, 2022	20 Days
Month 4	November 7, 2022 to December 2, 2022	14 Days
Month 5	December 5, 2022 to December 30, 2022	15 Days
Month 6	January 2, 2023 to January 27, 2023	14 Days
Month 7	January 30, 2023 to February 24, 2023	19 Days
Month 8	February 27, 2023 to March 24, 2023	20 Days
TOTAL	(Includes Winter Break)	141 Days

TRACK B

Month 1	August 29, 2022 to September 23, 2022	19 Days
Month 2	September 26, 2022 to October 21, 2022	20 Days
Month 3	October 24, 2022 to November 18, 2022	19 Days
Month 4	November 21, 2022 to December 16, 2022	15 Days
Month 5	December 19, 2022 to January 13, 2023	10 Days
Month 6	January 16, 2023 to February 10, 2023	19 Days
Month 7	February 13, 2023 to March 10, 2023	19 Days
Month 8	March 13, 2023 to April 7, 2023	20 Days
TOTAL	(Includes Winter Break)	141 Days

TRACK C

Month 1	September 12, 2022 to October 7, 2022	20 Days
Month 2	October 10, 2022 to November 4, 2022	20 Days
Month 3	November 7, 2022 to December 2, 2022	14 Days
Month 4	December 5, 2022 to January 13, 2023	20 Days
Month 5	January 16, 2023 to February 10, 2023	19 Days
Month 6	February 13, 2023 to March 10, 2023	19 Days
Month 7	March 13, 2023 to April 7, 2023	20 Days
TOTAL	(Excludes Winter Break)	132 Days

HCCS & CICA Calendars

2023-24

TRACK A

Month 1	July 10, 2023 to August 4, 2023	20 Days
Month 2	August 7, 2023 to September 1, 2023	18 Days
Month 3	September 4, 2023 to September 29, 2023	19 Days
Month 4	October 2, 2023 to October 27, 2023	20 Days
Month 5	October 30, 2023 to November 24, 2023	14 Days
Month 6	November 27, 2023 to December 22, 2023	20 Days
Month 7	January 8, 2024 to February 2, 2024	19 Days
Month 8	February 5, 2024 to March 1, 2024	19 Days
Month 9	March 4, 2024 to March 29, 2024	20 Days
TOTAL	(Excludes Winter Break)	169 Days

TRACK B

Month 1	August 14, 2023 to September 8, 2023	19 Days
Month 2	September 11, 2023 to October 6, 2023	20 Days
Month 3	October 9, 2023 to November 3, 2023	20 Days
Month 4	November 6, 2023 to December 1, 2023	14 Days
Month 5	December 4, 2023 to December 29, 2023	15 Days
Month 6	January 1, 2024 to January 26, 2024	14 Days
Month 7	January 29, 2024 to February 23, 2024	19 Days
Month 8	February 26, 2024 to March 22, 2024	20 Days
TOTAL	(Includes Winter Break)	141 Days

TRACK C

Month 1	September 11, 2023 to October 6, 2023	20 Days
Month 2	October 9, 2023 to November 3, 2023	20 Days
Month 3	November 6, 2023 to December 1, 2023	14 Days
Month 4	December 4, 2023 to December 29, 2023	15 Days
Month 5	January 8, 2024 to February 2, 2024	19 Days
Month 6	February 5, 2024 to March 1, 2024	19 Days
Month 7	March 4, 2024 to March 29, 2024	20 Days
TOTAL	(Excludes 1 Week of Winter Break)	127 Days

TRUSD NOTES TO HCCTS ADA ADJUSTMENT:

Calendars for 2022-23 and 2023-24 are valid, the ADA in the Power School reports balances to the number said to be the adjusted ADA number being reported.

Both schools (CICA and HCCS) are using the same calendar. In 2022-23, Tracks A and B include Winter Break, while Track C excludes Winter Break. In 2023-24, Track A excludes Winter Break, Track B includes Winter Break, and Track C excludes one week of Winter Break.

This addresses Finding 1.

Other notes: The apportionment (attendance) rates for CICA still seem very high, especially in light of anecdotal evidence of the number of students in danger of LOA during my teacher interviews. Suspect the issue might be that a student's drop date is back-dated to the last work they turn in? Or it reflects the practice of pre-slugging ADA as "apportionment earned," which almost certainly results in over-claiming ADA. Also noted major acceleration of student enrollment in HCCS during 2023-24 in Track C during months 5, 6 and 7 and Track A in months 7, 8 and 9.

No other ADA related findings seem to be addressed, specifically the following:

Finding 2: HCCS class size impacting student ability to access instruction, calling into question the school meeting annual instructional minutes and the requirement for it to offer at least 80 percent of instructional time at the school site, or requiring students to physically attend for 80 percent of the time. Nothing here seems to address that issue.

Finding 4: A pair of one-day short-term independent study assignments at the College Oak site in 2023-24—although CDE has provided guidance that one-day IS assignments are allowable for charter schools in 2023-24, the school did not report any IS ADA. Further it is unknown whether the school had students sign Master Agreements for those short-term assignments, which would also be a condition of apportionment. This still needs to be addressed.

Finding 5: Annual instructional minutes short in 2022-23. While there is dispute about the calculation, with HCCTS claiming that the "break" time in the PM Track A bell schedule should count toward annual instructional minutes, both calculations leave the school short of the required minutes. This still needs to be addressed.

Finding 7: During sample testing, several CICA teachers signing Master Agreements were lacking proper credentials, which also is a condition of apportionment. There would need to be a review of all teaching credentials and determine how many Master Agreements are in question in order to calculate invalid ADA claimed. That is not addressed here.

NOTE TO INDEPENDENT STUDY RATIO CALCULATIONS:

Not sure of the source of the per ADA dollar amounts that calculate the amount to be returned to the State by CICA per the formula. According to the School Services of California Dartboard, the per ADA amount for the 2022-23 Enacted State budget for High Schools is $11,391. The HCCTS calculation appears to be using $16,252 per ADA. For 2023-24, the per ADA amount in the State Enacted Budget was $12,327, but CICA is using $17,571.

Exhibit F

Fiscal Mismanagement: San Diego Administrative Site

From: Natasha Lutsik
To: Sharilyn.Marshall
Subject: Updated HCCTS Site List
Date: Wednesday, March 1, 2023 6:25:10 PM
Attachments: HCCTS Master [redacted] List (6).docx

Hi Shari,

Attached please find the most up to date HCCTS site list. Locations highlighted in yellow are the ones that have opened up since August 2022 (the last time we provided you with a site update).

Please let me know if you have any questions.

Thank you,

--

Natasha Lutsik | Director of Executive Services
a: 1333 Grand Ave. Sacramento, CA 95838
p: 916.844.2283 | **c:** 916.213.5814
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCTS SITE LIST

01. **24th (St. Anne's) |** 7720 24th Street, Sacramento, CA 95832
02. **65th St (Bach Viet South) |** 6853 65th Street, Suite C, Sacramento, CA 95828
03. **Arden |** 901 Arden Way, Sacramento, CA 95815
04. **Arden 2 |** 2260 Boxwood Street, Sacramento, CA 95815
05. **ARI Elder Creek (ARI South) |** 6270 Elder Creek Road, Sacramento, CA 95824
06. **ARI Sunrise (ARI North) |** 5750 Sunrise Blvd, #100, Citrus Heights, CA 95610
07. **Asher |** 1215 Howe Avenue, #101, Sacramento, CA 95825
08. **Auburn |** 4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841
09. **Bowling |** 7171 Bowling Drive, #1120, Sacramento, CA 95823
10. **Capitol Mall |** 555 Capitol Mall, #725, Sacramento, California, 95814
11. **Capitol Mall |** 555 Capitol Mall, #735, Sacramento, California, 95814
12. **Capitol Mall |** 555 Capitol Mall, #1275, Sacramento, California, 95814
13. **Clay Street |** 3805 Clay Street, Sacramento, CA 95838
14. **College Oak (SALAM) |** 4545 College Oak Drive, Sacramento, CA 95841
15. **Del Paso (Calvary Christian) |** 1100 Las Palmas Avenue, Sacramento, CA 95815
16. **Edison (St. Matthew's) |** 2300 Edison Avenue, Sacramento, CA 95821
17. **El Camino |** 4813 El Camino Avenue, Suite A & B, Carmichael, CA 95608
18. **Fair Oaks (Pavilions South) |** 2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825
19. **Fair Oaks |** 2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825
20. **Fair Oaks |** 2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825
21. **Florin Rd |** 3801 Florin Road, Suite 107, Sacramento, CA 95823
22. **Folsom Blvd |** 10017 Folsom Blvd, Sacramento, CA 95827
23. **Folsom 2 |** 9555 Folsom Blvd, Suite E & F, Sacramento, CA 95827
24. **Garden Grove |** 10121 Westminster Avenue, Garden Grove, CA 92843
25. **Grand Avenue |** 1333 Grand Avenue, Sacramento, CA 95838
26. **Gurnick |** 8810 Cal Central Drive, 3rd Floor, Sacramento, CA 95826
27. **Hemlock - TRLCC |** 5537 Hemlock Street, Sacramento, CA 95841
28. **Hillsdale |** 5655 Hillsdale Boulevard, Suite 1, Sacramento, CA 95842

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

29. **Hillsdale 2 |** 5655 Hillsdale Boulevard, Suite 9, Sacramento, CA 95842
30. **Howe Avenue |** 1111 Howe Avenue, #115, Sacramento, CA 95825
31. **Howe Avenue |** 1111 Howe Avenue, #630, Sacramento, CA 95825
32. **Howe Avenue |** 1111 Howe Avenue, #655, Sacramento, CA 95825
33. **Hurley |** 3205 Hurley Way, Sacramento, CA 95864
34. **Industrial |** 8180 Industrial Pkwy, Sacramento, CA 95824
35. **Jackson (Bethany) |** 9880 Jackson Road, Sacramento, CA 95827
36. **Lao Family - Oakland |** 2325 East 12th St, Oakland, CA 94601
37. **Lao Family - Oakland 2 |** 8480 Edes Avenue, Oakland, CA 94621
38. **Larkspur 1 (Bach Viet Larkspur) |** 1100 Fulton Avenue, #F, Sacramento, CA 95825
39. **Larkspur 2 (Bach Viet North) |** 1050 Fulton Avenue, #110, Sacramento, CA 95825
40. **Maple |** 3301 37th Avenue, Sacramento, CA 95824
41. **Maple 2 (St. Rose) |** 5961 Franklin Blvd, Sacramento, CA 95824
42. **Marconi 2 |** 3727 Marconi Ave, Sacramento, CA 95821
43. **Marysville |** 715 C Street, Marysville, CA 95901
44. **McClellan |** 3144 Palm Street, Building 826, McClellan Park, CA 95652
45. **McClellan 2 |** 5411 Luce Ave, Unit 242, McClellan, CA 95652
46. **North Laguna |** 8211 Bruceville Rd, #115, Sacramento, CA 95823
47. **North Laguna 2 |** 8211 Bruceville Rd, #125, Sacramento, CA 95823
48. **Norwood |** 431 Hayes Avenue, Sacramento, CA 95838
49. **Oak Park |** 2520 33rd St, Sacramento, CA 95817
50. **Oxnard |** 328 West Third Street, Oxnard, CA 93030
51. **Rosemont (Saint John's)**
52. **San Diego |** 406 9th Avenue, Suite 310, San Diego, CA 92101
53. **San Pablo |** 1964 Rumrill Blvd, San Pablo, CA 94806
54. **SHRA - Marina Vista |** 30 Seavey Circle, Sacramento, CA 95818
55. **South Side Park (OLOG) |** 711 T Street, Sacramento, CA 95811
56. **West Sac (Holy Cross) |** 800 Todhunter Avenue, West Sacramento, CA 95605
57. **Whitney (Faith Legacy) |** 3532 Whitney Avenue, Sacramento, CA 95821
58. **Whitney 2 |** 3319 Watt Avenue, Sacramento, CA 95821

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

59. **Yuba City |** 229 Clark Avenue, Suite Q, Yuba City, CA 95991
60. **Yuba City |** 229 Clark Avenue, Suite V, Yuba City, CA 95991

CICA SITE LIST

01. **24th (St. Anne's) |** 7720 24th Street, Sacramento, CA 95832
02. **Auburn Blvd |** 4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841
03. **Bowling |** 7171 Bowling Drive, #1120, Sacramento, CA 95823 *(CICA-only)*
04. **Clay Street |** 3805 Clay Street, Sacramento, CA 95838 *(CICA-only)*
05. **Del Paso (Calvary Christian) |** 1100 Las Palmas Avenue, Sacramento, CA 95815
06. **Florin Rd |** 3801 Florin Road, Suite 107, Sacramento, CA 95823 *(CICA-only)*
07. **Folsom Blvd |** 10017 Folsom Blvd, Sacramento, CA 95827
08. **Grand Avenue |** 1333 Grand Avenue, Sacramento, CA 95838
09. **Hillsdale 2 |** 5655 Hillsdale Boulevard, Suite 9, Sacramento, CA 95842 *(CICA-only)*
10. **Howe Avenue |** 1111 Howe Avenue, #630, Sacramento, CA 95825 *(CICA-only)*
11. **Hurley |** 3205 Hurley Way, Sacramento, CA 95864
12. **Industrial |** 8180 Industrial Pkwy, Sacramento, CA 95824
13. **Jackson (Bethany) |** 9880 Jackson Road, Sacramento, CA 95827 *(CICA-only)*
14. **Lao Family - Oakland |** 2325 East 12th St, Oakland, CA 94601
15. **Maple 2 (St. Rose) |** 5961 Franklin Blvd, Sacramento, CA 95824
16. **Marysville |** Notre Dame: 715 C Street, Marysville, CA 95901
17. **McClellan |** 3144 Palm Street, Building 826, McClellan Park, CA 95652
18. **North Laguna 2 |** 8211 Bruceville Rd, #125, Sacramento, CA 95823
19. **Rosemont (Saint John's)**
20. **SHRA - Marina Vista |** 30 Seavey Circle, Sacramento, CA 95818 *(CICA-only)*
21. **West Sac (Holy Cross) |** 800 Todhunter Avenue, West Sacramento, CA 95605

UPDATED | 2.23.23

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

July 23, 2024

Dr. Steven Martinez, Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Dr. Steven Martinez, TRUSD Superintendent:

Subject: Notice of Concern/ Request for Information - Marysville 2 Location Response from April 5, 2024

We have prepared the following report in response to the notice of concern/request for information regarding the Marysville 2 location. It also addresses questions and concerns about the HCCTS CTE program at Marysville 2, the lease, and the health and safety of our students.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Timeline Marysville 2

On May 1, 2023 the original lease with Marysville and Highlands was written and was fully executed at $2,000 per month.

CTE Programs at Marysville 2

At Highlands we currently have two CTE programs that will utilize the Marysville 2 baseball field.

1. Landscaping
2. Sports Officiating

Landscaping

Highlands Community Charter School is still in the process of creating the landscaping CTE program.

Progress has been made in the following ways:

- An Edjoin post was made on April 9, 2024 to hire a Landscaping instructor, for which only one applicant applied and was unqualified for the role
- The landscaping course description written and approved by the HCCTS board of directors in June 2024
- Through our research into the landscaping business, we have learned that landscaping jobs over $500 require students to hold a contractor's license, so our Director of CTE is looking into options for students to also obtain their contractor's license

Sports Officiating

Sports Officiating started at Highlands in 2022 under the direction of Russel Patty, who has 20 years of experience in this field. This program has historically been offered to students at our Del Paso location located at 1100 Las Palmas Avenue, Sacramento, CA 95815 which contains indoor and outdoor facilities. Students learn how to officiate the following sports: volleyball, softball, baseball, and football. Currently, 8 students enrolled in this program will finish their cohort on July 17, 2024. In August of 2024, Highlands will expand the sports officiating CTE program at the Marysville 2 location in order to attract new students and increase enrollment and CTE completion. Through this program, students are able to earn their General Sports Officiating Certificate in the sports they study at Highlands. Additionally, they are eligible to receive a certificate from the National Federation of High School Sports which includes training in different subjects such as:

- Concessions
- Sportsmanship

- Bullying
- Social Media
- Heat Illness

The program lasts ten weeks and is scheduled from Monday through Thursday. Highlands maintains excellent relationships with professional organizations connected to sports officiating. Once students complete the program, they are recruited to work for high schools, private businesses, and parks and recreation.

The Lease

The original lease agreement between Highlands Community Charter School and the City of Marysville was dated May 1, 2023. In the original deal drafted, the contracted monthly payment was listed at $5,000. However, this lease agreement was not fully executed and was renegotiated to $2,000 per month for three years with a 3% yearly increase and the option for renewal.

Typically Highlands Community Charter School will establish a lease agreement or MOU with a facility approximately three months prior to occupying a student-serving space or office space. For the health and safety of our students and staff, the HCCTS facilities and maintenance team, safety team, and IT team check the facility during the previous months before the opening to ensure that everything is set up and ready to be utilized. This is considered a common practice at HCCTS. It is not a typical business practice to lease a space more than three to six months before the opening unless the site or facility requires extensive renovation or repairs.

Student Health & Safety

Student health and wellness is a top priority at HCCTS. We ensure that all students have access to a safe learning environment, including protection from extreme weather conditions such as extreme heat, rain, or snow. While the Marysville 2 baseball field is part of the CTE program, students also have access to our Highlands classrooms located at our Marysville 1 site at 715 C Street Marysville, CA 95901.

The 2024-2025 School Year

Moving forward in the new school year, HCCTS will inform TRUSD regarding the start dates of new CTE programs and the number of students who are currently enrolled or expected to enroll in the CTE programs.

Next Steps

- Human Resouces will post the position on Indeed in an effort to attract more landscaping professionals

- Advertise the landscaping CTE program in Marysville and Yuba City
- Highlands will meet with the City of Marysville to review this contract

Attachments

Attached you will find the following:

- The fully executed lease agreement which shows $2,000 per month
- A list of payments from Highlands to the City of Marysville which shows the $2,000 payments
- The CTE Course Outline for Landscaping
- The CTE Course Outline for Sports Officiating

Item #08

Date: June 20, 2023

To: Mayor and City Council

From: Dan Flores, Community Development Director
Jim Schaad, City Manager

Subject: Lease Agreement for Bryant Field

Recommendation:

Pass a Motion to approve a Lease Agreement for Bryant Field, between the City of Marysville and Highlands Community Charter School.

Background:

Highlands Community Charter School is a Public Adult Community Charter School with a strong presence in the Sacramento and San Diego Region as well as a branch located in the City of Marysville. An important component of the mission of Highlands is building legacies leading to self-sufficiency and generational change through strong community partnerships. Highlands has expressed a desire to lease Bryant Field as a training and event facility, further enhancing its partnership commitment with the City of Marysville.

Discussion and Analysis:

Highlands Community Charter School is an Adult Charter School with over 13,000 students and 30 locations throughout the State of California. Highlands has demonstrated a strong commitment and substantially invested in improving and maintaining Bryant Field. Highlands' commitment and investment have made it possible for the Marysville Drakes Baseball Team to safely play baseball on the field. The Drakes are part of a larger independent professional baseball league called the "Pecos League" with 16 teams throughout the United States including 8 teams in California. The improvements have also created a more attractive environment for other potential events at the ballpark.

Highlands recognized the benefit of training students at Bryant Field and utilizing the stadium for large events related to their school. The City created a mutually beneficial lease agreement. The lease agreement is to be effective May 1, 2023, as Highlands did some maintenance and improvements beginning on that date.

Some key terms of the lease agreement include 1) The lease is for 3 years with the option for renewal. 2) The lease rate is $2,000 per month with a 3% increase each year. 3) The Lessee (Highlands) will be solely responsible for all maintenance and City-approved improvements to the ballpark or field. 4) The Lessee is responsible for all utility expenses (water, sewer, electricity, gas) during the term of the lease. 5) The City will maintain the right to continue holding community and other reserved events at the ballpark under the terms indicated in the lease agreement. 6) All billboards, banners, and other forms of advertising including electronic billboards must be pre-approved by the City. 7) Lessee will have naming rights

LEASE

This Lease ("Agreement") is made effective May 1, 2023 and is by and between the City of Marysville, a Municipal Corporation ("City") and Highlands Community Charter School ("Lessee").

RECITALS

The City owns a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001.

Lessee desires to lease from the City, on a shared-use basis Bryant Field pursuant to this Agreement.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1
Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1. Rent - means the Rent as specified in Section 4 of this Agreement as well as other monetary obligations of the Lessee pursuant to this Agreement.

2. City - means City of Marysville.

3. Lessee - means Highlands Community Charter School.

4. Baseball Games - means all baseball games played at Bryant Field involving the Marysville League Drakes as a participant, including without limitation, all pre-season games, exhibition games, regular season games, post-season "playoff" games, and "all-star" games involving the Marysville Drakes as well as practice days reserved by the Marysville Drakes.

5. The Marysville Drakes - means the Baseball Club known by such name and sponsored by the Pecos League of Professional Baseball Clubs LLC.

6. Community Events - means any and all events promoted, sponsored and/or staged by City or on behalf of City.

7. Other Reserved Events - means an organized activity on a designated date(s), whether open to the public or reserved for private gatherings, other than baseball home games, or community events, which is booked, promoted, sponsored or staged by Lessee, including without limitation, concerts or other live and film performances or presentations festivals, fairs, tournaments, rallies and exhibitions as approved in advance by the City. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Bryant Field and at the Property and adjacent area during all Other Reserved Events. Lessee shall obtain an approved safety plan from the City's Chief of Police and adhere to the same for Other Reserved Events (which safety plan may differ from event to event depending on the nature thereof). Lessee shall not hold Other Reserved Events of a political nature.

SECTION 3
Terms of Shared Use Lease

The City leases to Lessee on the terms and conditions set forth in this Agreement to conduct other reserved events subject to the provisions stated herein.

Lessee shall conduct all activities at the Property in compliance with all laws.

Lessee shall have the right to use and occupy the Property for Other Reserved Events in compliance with the provisions of this Section.

The City anticipates that the Marysville Drakes will reserve baseball games in the Spring and Summer of each year in addition to the baseball home games presently scheduled to be played at Bryant Field at the Property. In addition to baseball home games, the City intends to promote, sponsor and/or stage community events. With the exception of baseball home games and community events, Lessee shall have the right to book, promote, sponsor and/or stage Other Reserved Events on condition that Lessee provide City a minimum of 60 days advance notice of Lessee's proposed Other Reserved Event and obtains the City's consent to same, which consent will not be unreasonably withheld.

SECTION 4
Rent and Other Consideration

1. Rent. Lessee shall pay to City monthly Rent of $2,000.00 per month payable in advance on the 1st day of each month. Rents shall commence on the 1st of the month following execution of this Agreement (the "Rent Commencement Date"). Rent shall increase 3% per year on the anniversary of the Rent Commencement Date such that the monthly Rent shall increase by 3% above the Rent in effect for the previous year. Should Lessee exercise the option to extend the term of this Agreement, the 3% annual increases shall continue through the Extended Term.

2. Ticket Sales and Pricing. In its sole discretion, Lessee shall set ticket prices and admission fees for Other Reserved Events.

3. General Public Parking. City agrees to make available on-street and off-street parking, at City's discretion, for Other Reserved Events within a ten (10) minute walk of the Property. Lessee is solely responsible for providing adequate parking attendants at all off-street private property locations where event parking is sanctioned. Lessee shall not close, block or restrict access to any City streets absent a separate written agreement with City concerning the closure or any other restricted access or use of City streets. Except that Lessee may cause C Street to be closed between 14th Street and 16th Street for its other reserved events provided it is in compliance with the other terms and provisions of this Agreement.

4. Media Rights. Lessee has the exclusive right to all radio and television broadcast, telecast, webcast, cablecast, video on demand and all other forms of media and distribution rights for Other Reserved Events and to retain all revenues generated thereby.

5. Utilities. The cost of utility services, namely the water, sewer, gas, electric, as well as trash and recycled product removal and any other services or utilities shall be the responsibility of Lessee to the extent the same are incurred with respect to Lessee's use of the Property. The City will invoice Lessee monthly for all utilities and Lessee shall pay an invoice for the same within fifteen (15) days of receipt of such invoice.

SECTION 5
Capital Improvements, Maintenance, Repairs and Operations

1. Security/Usher Services and Traffic Control. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Property and vehicle parking attendants during Other Reserved Events.

2. Set-up and Clean-up for Other Reserved Events. Lessee shall have the exclusive right and obligation to manage and operate the Property during Other Reserved Events and shall, at its sole expense, clean the Property and all improvements therein and keep it in orderly condition. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including without limitation, ADA and access laws, waste management, recycling, county health and alcoholic beverage sales/license laws.

3. Lessee is Responsible for all Aspects of Maintenance and Repair. During the term of this Agreement in addition to its obligations under paragraph 2 (Setup and Cleanup for Other Reserved Events), Lessee is responsible at its sole expense to fully and completely maintain the Property and all City-owned facilities therein. These maintenance obligations are ongoing. Lessee shall be responsible for all aspects of maintenance and repairs to include without limitation any capital repairs and major maintenance of the Property and all City-owned capital facilities therein. In addition to major maintenance of the Property and all City-owned capital facilities, Lessee shall be responsible for regular maintenance as well. These obligations include clean-up of seating and concession areas and maintenance of

seats, public laboratories and restroom facilities, regular and routine maintenance of the HVAC, plumbing, electrical, water, sewage and onsite drainage systems.

As described above, Lessee is further responsible to maintain the facilities which are the subject of this Agreement in a fully operational condition such that the structures and facilities at the Property and all City-owned capital facilities therein shall be in at least as good or better condition at the end of this Agreement than the condition of such facilities on the effective date of this Agreement. Lessee's obligations of maintenance, replacement and repair shall not take into consideration "reasonable wear and tear". To the contrary, Lessee's obligations require Lessee to maintain and repair the Property and all City-owned capital facilities at all times so as to negate the effects of "ordinary wear and tear". Without limiting the generality of the foregoing, Lessee is responsible for capital replacement and repairs of the structure, structural members, foundations, footings, roof, balconies, floors, columns, steps, ramps, doors, windows, walls, fixed stadium seats and seating areas, fixed concession areas, water and plumbing systems, electrical systems and electrical lights (including light standards and field lighting/ballasts), pipes and mains, sidewalks, fencing, parking surfaces, the scoreboard and all integral components of the foregoing and all fences and fencing. Such major maintenance and repair responsibilities Lessee apply whether the major maintenance or repair is ordinary or extraordinary, foreseen or unforeseen, necessitated by wear and tear, obsolescence, or any other cause.

4. Discretionary Improvements. Lessee has the right, at its own expense, to make alterations and improvements to the Property as are reasonably necessary or appropriate for Lessee's conduct of its business, subject to prior written approval by City and, once approved, such alterations or improvements are performed in a good and workmanlike manner by qualified personnel. Any necessary operations, maintenance and/or repairs relating to such alterations or improvements are the sole responsibility of Lessee, unless City first agrees in writing to accept responsibility. At the end of the term of this Agreement, any improvement installed by Lessee shall remain at the Property and shall be property of City. Lessee shall obtain all required City permits prior to making any improvements. Lessee shall comply with applicable general plan, zoning and other requirements of the City regarding improvements they install.

SECTION 6
Term, Termination, Default, Remedies

1. Term and Option to Extend. The Term of this Agreement shall be 3 years commencing with the Rent Commencement Date on the 1st of the month provided Lessee is not in default under the Terms of this Agreement, Lessee shall have the option to extend this Agreement for an additional 3 years by providing written notice to the City no earlier than 6 months nor later than 2 months prior to the expiration of the Original Term.

2. By Destruction. In accordance with Section 7 of this Agreement, City may terminate this Agreement.

3. Default by Lessee. It shall be a default under this Agreement if any of the following occurs:

A. Lessee fails to pay the Rent, and any other costs, surcharges or other monetary obligations as required by this Agreement; or

B. Lessee fails to observe and comply with any other term, condition, covenant or agreement to be observed and complied with by Lessee under this Agreement.

4. Remedies. As to any monetary defaults or obligation of Lessee to pay any monies to City, such default shall continue uncured for a period of three (3) days after Lessee receives notice from City, City shall be entitled to terminate this Agreement. As to any default of Lessee of a non-monetary nature, if such default continues uncured for a period of three (3) days after Lessee receives notice from City specifying the nature of the default in reasonable detail (or such period if such default cannot be reasonably cured within such 3-day period, provided Lessee commences such cure within such 3-day period and thereafter diligently pursues such to completion), City shall have the right, in addition to any other remedy available hereunder, or at law, or in equity, to terminate this Agreement. Termination of this Agreement shall not relieve Lessee of its obligation to make any monetary payment required of it pursuant to this Agreement (including the full payment of all license fees) nor shall Lessee's obligations of indemnity, insurance and other obligations which would naturally survive termination be excused. All such obligations shall continue to be binding upon Lessee until such obligations have been performed and satisfied in full.

5. Lessee's Right to Terminate for Loss of Funding Source. Lessee may, upon 90 days' notice to City, terminate this Agreement in the event they lose their funding source for their operations.

SECTION 7
Damage or Destruction

1. In the event the Property is substantially or totally damaged or destroyed so as to be unfit for occupancy or use by Lessee as contemplated, City in its sole and absolute discretion may terminate this Agreement. In the event City elects to terminate this Agreement, it may give Notice of Termination which shall be effective immediately. Whether City elects to terminate this Agreement pursuant to this section, City shall have no liability to Lessee with respect to any losses or damage occasioned by Lessee due to such termination or due to any delays occasioned by the time of repair, construction/reconstruction of the Property facilities. Lessee shall obtain business interruption insurance or take such other financial precautions as it deems necessary for any losses which might arise from the destruction or substantial destruction of the Property.

2. Restoration of the Property. For termination of this Agreement other than for damage or destruction as described in paragraph 1 above (to include expiration of this Agreement according to its terms or termination occasioned by default), Lessee will return the Property to its original or subsequently improved condition, and shall return to City all equipment and tangible personal property owned by City, if any, in good working condition, or reimburse City for reasonable cost of repairing such damage and/or replacing such personal property.

SECTION 8
Indemnity; Insurance

1. Indemnity by Lessee. Lessee shall indemnify and hold City, and its representatives officers, directors, employees and agents free and harmless from any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind (including reasonable attorneys' fees, expert witnesses and costs of investigation with regard to any claim, demand or action) to the extent they arise out of or are in any way connected with the performance of this Agreement by City, its agents, directors or employees or by Lessee, its agents, directors or employees whether such claims, liens, demands, losses or expenses are based upon a contract or upon a claim for personal injury, death, or property damage or upon any other legal or equitable theory whatsoever. Lessee agrees at its own expense and upon written request by City, to defend any claim, suit, action or demand brought against City on any injury, loss, or liability, actual or alleged covered herein. Notwithstanding this defense obligation, Lessee shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of City, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. Lessee shall provide City with a defense until such determination has been made (*i.e.*, until a court of competent jurisdiction has finally determined that the loss or liability arises from the sole negligence or willful misconduct of City, Lessee shall provide a defense as to such loss or liability). Lessee's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. The defense indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employment benefit acts. The Lessee shall pay all costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Lessee's indemnity obligations survive this Agreement.

Lessee's duties to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the City may be liable without fault of be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the City has been determined. The duty to defend applies immediately regardless of whether the City has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. Notwithstanding the foregoing, the City on behalf of itself reserves the right to assume the

defense of any action, arbitration or proceeding against which Lessee may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without effecting Lessee's obligation to indemnify for the cost of such defense.

Lessee shall be liable to the City for any loss or damage to City property arising from or in connection with Lessee's performance hereunder.

2. Insurance Requirements.

A. Commercial General Liability. During the term of this Agreement, Lessee shall at all times maintain in full force and effect commercial general liability insurance in an amount determined as reasonably necessary from time to time by Northern California Cities Self-Insurance Fund (NCCSIF), a California joint powers agency, or City's subsequent insurance carrier. At the commencement of this Agreement, the commercial general liability insurance shall be $2,000,000 minimum combined single limit and a general aggregate limit of at least $4,000,000. The policy shall cover bodily injury, property damage, personal injury and other covered loss however occurring during the policy term. The coverage shall be primary and any insurance maintained by City shall be excess insurance only. Such insurance shall contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; (d) providing for coverage of employer's automobile non-ownership liability.

The commercial general liability insurance policy shall provide coverage on an "occurrence" basis, including products and complete operations, property damage, bodily injury and personal and advertising injury. If a general aggregate limit applies, the general aggregate limit shall apply separately to this Agreement and the Property.

B. Automobile Liability. Lessee shall, during the term of this Agreement maintain coverage for automobile liability using ISO Form CA 00 01 covering any auto (Code 1), hired (Code 8) and non-owned automobiles (Code 9), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

C. Property Insurance. During the term of this Agreement Lessee shall at all times during this Agreement maintain in full force and effect property insurance, special extended coverage or all-risk coverage insurance (including, but not limited to coverage for vandalism and malicious mischief) in the amount of 100% of the full replacement value of all improvements at the Property. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Lessee may maintain the required coverage by means of coverage obtained by City through City's insurance carrier, which may change from time to time, for which Lessee shall reimburse City for coverage required during the Baseball Season.

D. Workers' Compensation. During the term of this Agreement Lessee shall at all times maintain in full force and effect workers' compensation insurance as required by the laws of the State of California. Lessee may be permissibly self-insured in accordance with applicable law.

E. Forms of Policies: Deductibles. All insurance policies required by this section shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or void coverage to the other named or additional insureds, shall not reduce or void coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this section shall be (a) written by companies rated A-VII or better in *Best's Insurance Guide* and authorized to do business in California, and (b) name City, its officers, officials, employees and volunteers as additional insureds. Any deductible amounts in excess of $5,000 under any insurance policies required to be carried by Lessee by this section shall be subject to City's prior written approval. Lessee shall be responsible for any such deductible amount, so that so far as City is concerned, it will be as if the insurance had no deductible.

Each insurance policy required above shall provide that coverage shall not be cancelled, except with no less than thirty (30) days prior notice to City.

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

City, its officers, officials, employees and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers,

officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute to it.

F. Insurance Endorsements: Failure to Deliver. Lessee shall furnish City upon execution of this Agreement, and thereafter within 30 days prior to the expiration of each such policy, amendatory endorsements issued by the insurer carrier of each policy of insurance carried hereunder and such policy endorsement to verify the additional insured status of City. The endorsements shall expressly provide that the policy shall not be cancellable or subject to reduction of coverage or otherwise be subject to modification except after 30 days' prior written notice to City. If Lessee shall fail to procure such insurance or deliver such endorsements, City may, at its option, and in addition to City's other remedies in the event of default by Lessee under this Agreement procure the same for the account of Lessee, and the cost thereof shall be paid to City as an additional license fee. Failure to obtain and maintain the required endorsements prior to the commencement of the Baseball Season in 2023 shall not waive Lessee's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 9
Sublicense or Assignment of Agreement

1. No Assignment or Sublicense. The license granted to Lessee is personal to Lessee and may not be assigned or sublicensed in whole or in part to any third party without the prior written consent of City, which City may withhold in its sole discretion.

2. No Release. Regardless of City's consent, no sublicensing or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the Rent and all monetary obligations under this Agreement and to perform all other obligations to be performed by Lessee hereunder, to include the indemnity and insurance obligations. Consent to one assignment or sublicensing shall not be deemed consent to any subsequent assignment or sublicensing. In the event of any default an assignee of Lessee, or any successor of Lessee in the performance of any of the terms hereof, City may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor. City may consent to subsequent sublicensing or assignment of this Agreement or amendments or modifications of this Agreement with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of liability under this Agreement.

SECTION 10
Additional Agreements

1. Hazardous Materials. For purposes of this paragraph "Hazardous Materials" shall mean any substances or materials classified as hazardous materials, hazardous substances, hazardous waste or toxic waste under any federal, state or local statute, regulation or ordinance, including by not limited to any petroleum products and agricultural chemicals

used as pesticides or herbicides. Lessee shall not, and shall not permit any third party to, transport onto, store on or use on the Property any Hazardous Materials. Lessee shall not release or allow any third party to release any Hazardous Materials on any portion of Property. Lessee, at Lessee's sold expense, shall conduct any and all investigation, clean-up and/or eliminate any and all Hazardous Materials released in violation of this paragraph 2.

2. Security. Lessee shall provide reasonable security personnel for Other Reserved Events and related operations conducted at the Property, and any other activities permitted by this Agreement.

3. Community Events. From time to time, as stated herein, City has the right to schedule City sponsored community events.

4. Additional Obligations of Lessee.

A. Lessee shall keep and maintain a valid business license issued by City during the term of this Agreement. Lessee must secure such permits, variances and licenses as may be necessary or desirable to operate its business as contemplated in this Agreement at its sole expense and obligation.

B. Lessee shall pay any possessory interest tax levied against the Property by the Assessor of Yuba County. Any taxes owing as a result of the private or commercial use of the Property are the sole expense of Lessee, including any subsequent taxes, levies or increases to existing taxes to which Lessee or its affiliates would be subject.

C. Lessee shall abide by all local ordinances, rules and regulations, and all State laws, pertaining to the operation of a baseball facility open to members of the public, including, but not limited to all such ordinances, rules, regulations and laws pertaining to health, fire, safety, the sale of food and beverages, and alcohol sales and consumption.

D. Cooperation to Protect Surrounding Neighborhood. Lessee agrees to cooperate with City to insure that Property is used in such a manner as not to produce undue annoyance to persons living in the neighborhood surrounding the Property. Measures to be taken may include, but are not limited to, noise restrictions, hours during which the Property may not be used, crowd controls, parking restrictions, and related matters.

E. Access by City. Authorized personnel from City shall have reasonable access to the Property at all times during the term of this Agreement to ensure compliance with all the provisions of this Agreement. Such access does not provide the right to interfere with the on-going business operations of Lessee.

SECTION 11
NAMING RIGHTS

1. For the Term of this Agreement, Lessee shall have the right to name the stadium at the Property to include signage associated with such naming rights as approved in writing in advance by the City.

   The name selected by Lessee shall be subject to the City's approval, which approval shall not be unreasonably withheld, provided however, that "Bryant Field" must remain as part of the name selected by Lessee.

2. Future Departure of Marysville Drakes. In the event the Marysville Drakes cease to utilize the property to conduct baseball games in the future, Lessee shall have a first right to negotiate for a substitute baseball team. In the even the Drakes decline to enter into a license agreement to hold baseball games at Bryant Field, the City shall provide written notice to Lessee. Lessee shall, within fifteen (15) days of the date of such notice, advise the City in writing if it intends to negotiate to have a substitute baseball team hold baseball games at the Property. Should Lessee fail to request negotiation with the City within fifteen (15) days of the date the City notifies Lessee of its intention to negotiate to have a substitute baseball team or should the parties fail to reach an agreement within sixty (60) days of such notification, the City shall be free to negotiate with others concerning a substitute baseball team to hold baseball games at the Property. The City must approve the name of any successor team within its absolute discretion. Should Lessee advise the City of such intention, the parties agree to negotiate in good faith to reach an agreement for a substitute team to hold baseball games at the Property.

SECTION 12
MISCELLANEOUS

1. Rent Payable in United States Money. Rent and all other sums payable under this Agreement must be paid in lawful money of the United States of America,

2. No Partnership or Other Legal Entity Formed. By virtue of this Agreement no partnership, joint venture, or other legal entity is formed between the parties and neither becomes the guarantor or obligator of any debt, liability or obligation of the other.

3. Lessee's Employees No employee, agent, contractor, or other person to the employ of one party shall be deemed to be in the employ of the other party.

4. No Independent Contractor. Neither City, nor Lessee, shall be independent contractors of one another pursuant to the terms of this Agreement.

5. No Liens or Encumbrances.

A. Lessee shall not permit to be enforced against the Property or any part of them, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. Lessee shall defend and indemnify City against all liability and loss of any type arising out of work performed at the Property by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by city in negotiation, settling defending or otherwise protecting against such claims in the event of the breach by Lessee of the duty to defend or indemnify City.

B. If Lessee does not protect the Property from a lien or liens as provided in paragraph A, and a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure for a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Lessee shall reimburse City for all sums paid by City under this paragraph, together with all City's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

6. Integrated Agreement; Amendments. This Agreement covers all matters concerning the use and occupancy of the Property by Lessee. All prior understandings, whether written or oral, shall be of no further force or effect. All amendments hereto shall be in writing, signed by both parties.

7. Notices. Notices to either party, and correspondence between them, shall be made by personal delivery, fax, overnight delivery (Federal Express or equivalent), or registered U.S. Mail.

To the extent a time limit is prescribed for the giving of any notice, such notice shall be deemed given:

A. Upon personal delivery.

B. Upon the sending of fax; provided another copy is provided by another method described above on the same day as the fax is sent.

C. At the time shown as the time received by the overnight delivery service or the U.S. Postal Service.

The addresses, phone numbers and fax numbers of the parties are as follows. A party will promptly notify the other in writing of any changes.

City: Jim Schaad
City Manager
City of Marysville
526 C Street, P.O. Box 150
Marysville, California 95901
(530) 749-3901
(530) 749-3992 facsimile

With a copy to:

Rich, Fuidge, Bordsen & Galyean, Inc.
Attn: Brant J. Bordsen
City Attorney
1129 D Street
Marysville, California 95901
(530) 742-7371
(530) 742-5982 facsimile

Lessee:Highlands Community Charter School
Attn: Murdock Smith
Executive Director
1333 Grand Avenue
Sacramento, California 95838
(916) 844-2283
murdock.smith@hccts.org

8. Authority. Each party represents that the person signing this Agreement on its behalf has been duly authorized to do so in accordance with all applicable laws pertaining thereto and that the signature of such person is to be construed as legally binding the party to the terms and conditions of this Agreement.

9. Binding on Heirs, Successors, and Assigns. This Agreement, and each term and condition of it, shall be binding on the heirs, successors, and assigns of the parties. Nothing in this subparagraph permits Lessee to assign or sublet all or any rights under this Agreement.

10. Modification: Waiver. Changes or modifications to this Agreement may be made by mutual written agreement of the parties. No change or modification shall be effective unless in a writing executed by the parties. No waiver shall be deemed given unless in writing, and one waiver shall not constitute a subsequent waiver.

11. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

12. Nuisance. Lessee shall not commit or permit the maintenance or commission of any nuisance within the Property.

13. Captions. The captions of the various sections or paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part of this Agreement.

14. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

15. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

16. Exclusive Representative. The parties agree that they shall each designate exclusive representatives for purposes of ongoing communications concerning this Agreement. Each party agrees that it shall not communicate with other persons concerning the subject matter of this Agreement except with the designated representatives of each party. In that regard the designated representative(s) for Lessee shall be Mike Reid, the designated representative for City shall be Dan Flores, Community Development Director. Either party may change its designated representative(s) by giving notice to the other party pursuant to Section 13 subdivision 7 of this Agreement.

17. Governing Law and Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California. If this Agreement gives rise to a dispute, lawsuit or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover its court costs and reasonable attorneys', expert fees in addition to any other relief to which such party may be entitled.

18. Authority. Each individual executing this Agreement on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Lessee.

19. Time is of the Essence. Time is of the essence in performance of this Agreement.

20. No Third-Party Beneficiaries. Except as specifically provided in this Agreement, nothing in this Agreement is intended to create any third-party benefit.

21. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application of it will remain in full force and will not be affected, impaired or invalidated.

22. Identification of Lessee's Owners. Concomitantly with execution of this Agreement, Lessee shall provide City with a list setting forth the identity of every person, firm or other entity holding an ownership interest in Lessee.

23. Signage. The use of digital or electronic billboard signage is not currently permitted at the Property. The City reserves the right (assuming it acquires the rights to do so) to locate a digital/electronic billboard on the back of the scoreboard (or other appropriate location outside of Bryant Field on the Property).

Lessee shall not erect any billboards or signage on the outside of the stadium at Bryant Field absent the City's advance written consent to do so.

24. Recorded Memorandum. Following execution of this Lease, the City shall cause a memorandum thereof in the form shown on attached Exhibit A to be recorded with the official records of the County of Yuba.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together, when signed by all the parties hereto, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date set forth below.

Date: _____

CITY:

CITY OF MARYSVILLE, a municipal corporation

By: _____
_____, its City Manager

Attest:

_____
City Clerk

LESSEE:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Date: 6/16/23

By: _____
Murdock Smith, its Executive Director/CEO

Recording Requested By and
When Recorded Return To:

Nicole Moe, City Clerk
City of Marysville
526 C Street
Marysville, CA 95901

(space above line for recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____ is entered into between the City of Marysville ("City") and Highlands Community Charter School ("Lessee")

RECITALS

A. On or about May 1, 2023, City and Lessee entered into that certain Lease, pursuant to which City leased to Tenant and Tenant leased from Landlord, on a shared possession basis, real property, more particularly described as 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001 ("Premises").

B. City and Lessee desire to execute this Memorandum to provide constructed notice of Tenant's rights under the Lease to all third parties.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. City leases to Lessee for a term of three (3) years, with a three (3) year option to extend.

2. Lease Terms. The Lease of the Premises to Lessee is pursuant to the Lease which is incorporated in this Memorandum by reference.

3. Assignment. Lessee's rights and obligations under the Lease shall not be assigned without City's prior written consent, and any assignment without this consent shall be void.

4. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

EXHIBIT A

5. Governing Law. This Memorandum and the Lease are governed by California law.

DATE: 6/16/23

HIGHLANDS COMMUNITY CHARTER SCHOOL,
Lessee

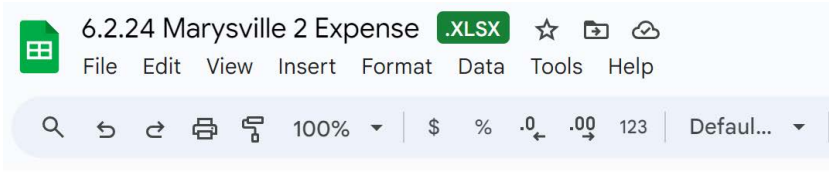
By: _____
its Executive Director/CEO

DATE: 06/25/2023

CITY OF MARYSVILLE

By: _____
its City Manager

ATTEST: _____
City Clerk



A1

	A	B	C	D	E	F	G
1		Terms					
2		Start	5/1/2023				
3		End	5/1/2026		Paid		
4		Amount	2,000				
5		Increase	3%	Annually			
6							
7		Year 1	Year 2	Year 3			
8	1	2,000.00	2,060.00	2,121.80	May		
9	2	2,000.00	2,060.00	2,121.80	June		
10	3	2,000.00	2,060.00	2,121.80	July		
11	4	2,000.00	2,060.00	2,121.80	August		
12	5	2,000.00	2,060.00	2,121.80	September		
13	6	2,000.00	2,060.00	2,121.80	October		
14	7	2,000.00	2,060.00	2,121.80	November		
15	8	2,000.00	2,060.00	2,121.80	December		
16	9	2,000.00	2,060.00	2,121.80	January		
17	10	2,000.00	2,060.00	2,121.80	February		
18	11	2,000.00	2,060.00	2,121.80	March		
19	12	2,000.00	2,060.00	2,121.80	April		
20	**Total**	**24,000.00**	**24,720.00**	**25,461.60**	**74,181.60**		
21							
22			**Total Paid YTD**		**28,120.00**		
23							
24			**Owed**		**46,061.60**		
25							
26							
27							
28							
29							
30							
31							

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Sports Officiating

Summary

Grade Level: High School

Subject Area: Hospitality, Tourism, and Recreation

Prerequisites:

- Bridge English
- 10 academic credits toward a high school diploma completed
- 220 CASAS score

Course Hours: 120 hours

Course Credits: 10

Course Code: 8300

Grading: A - F

HCCS Course Number:

Details

Course Description

This Sports Officiating course is designed to provide a comprehensive overview of fundamental principles and practices of officiating various sports. Through direct instruction, hands-on learning, and scenario-based instruction, participants will gain a solid understanding of how to administer and enforce the rules of different sports to ensure the proper conduct of all fans, players, coaches, and bystanders in a safe environment. Topics covered include the rules of common sporting activities, referee mechanics such as hand gestures, game awareness, game safety and management, judgment required to officiate effectively and fairly, and professionalism. In addition to the hard skills required to be a successful sports officiant, students will also develop soft skills such as confidence, accountability, honesty, effective communication, teamwork, and understanding their scope of authority in the context of a sporting event.

General Goals/Purpose

The purpose of this Sports Officiating course is to prepare students for employment as a sports official in the real world. Through hands-on activities and simulated game scenarios, students will have the opportunity to apply officiating principles in practical settings. They will receive constructive feedback from instructors and peers to enhance their officiating skills and decision-making abilities. Through scenario-based instruction, students will learn strategies for maintaining composure, managing conflicts, and promoting sportsmanship. By the end of the course, students will have a solid foundation in sports officiating, enabling them to officiate

games confidently and competently from the adolescent to high school level. This course prepares students for four nationally recognized certification exams including a concussion certification, sportsmanship certification, bullying certification, and social media certification by providing comprehensive coverage of exam-relevant topics and offering weekly quizzes for practice. Whether students aspire to pursue officiating as a career or simply wish to enhance their understanding of sportsmanship and fair play, this course will provide valuable knowledge and practical experience for students interested in sports officiating.

Schoolwide Learner Outcomes Addressed

- Students will demonstrate measurable achievements each term through assessment.
  - Learners apply preferred learning style to coursework in classroom and homework settings to maximum learning potential, while implementing strategies for memory and test-taking.
- Students will make progress toward their career goals.
  - Learners will apply problem-solving skills to provide ideas that would help improve their respective organizations.
- Students will use technology to communicate for personal and academic use.
  - Learners will utilize apps and other technologies to apply time management and organization techniques to create effective schedules.

Certifications/Licenses

National Federation of State High School Associations (NFHS):

- Concussion Certification
- Sportsmanship Certification
- Bullying Certification
- Social Media Certification
- Heat Illness Prevention Certification

Pathway Standards

(Aligned to the California Career Technical Education Model Curriculum Standards: Hospitality, Tourism, and Recreation Pathway)

C3.0 Apply the knowledge and skills essential for effective guest services in the hospitality, tourism, and recreation industry sector.

C3.1 Analyze the importance of guest services to the success of the industry.
C3.2 Demonstrate the concept of exceptional guest service.
C3.5 Understand the roles of management and employees in effectively meeting the needs of culturally and generationally diverse guests and special needs customers.
C3.6 Interact with guests in a positive, responsive, and professional manner.

C5.0 Demonstrate an understanding of the basics of systems operations and the importance of maintaining facilities, equipment, tools, and supplies.

C5.1 Apply the procedures for cleaning, maintaining, and repairing facilities and equipment and the importance of preventive maintenance.
C5.4 Understand the relationship between facilities management and profit and loss, including the costs of resource consumption, breakage, theft, supplies use, and decisions for repairs or replacement.

C12.0 Demonstrate an understanding of the value of recreation and the fundamentals of recreational facilities and services.

C12.5 Explore the departments, functions, and restrictions of public and private parks and recreational facilities and the outdoor recreational programs they offer.

Board Approved June 20, 2024

Instructional Strategies

- Direct Instruction
- Guided Practice & Modeling
- Role Play, Simulations, and Dramatization
- Videos for self-reflection
- Scenario-based Videos
- Reading and Writing
- Differentiated Instruction
- Formative and Summative Assessments
- Targeted Feedback
- Field Trips
- Homework and Review

Evaluation

- Teacher prepared assignments
- In-class evaluation of student work samples and informal assessment
- Participation
- Skills demonstration
- Module assessments
- Final summative assessment

Repetition

Credit is granted on work completed and demonstrated mastery of 80% or more during a set cohort basis. Partial credits can be awarded, but the class cannot be repeated for additional credit. Once the student has mastered all objectives, they shall earn a total of 10 credits.

Course Materials

- Instructor developed and printed materials
- Online resources
- Skills practice videos
- Instructor developed quizzes
- Internet sites (NFHS)
- Handbooks:
    - Basketball Rules Book by by National Federation of State High School Associations
    - Basketball Case Book by National Federation of State High School Associations
    - Basketball Officials Manual by National Federation of State High School Associations
    - Basketball Handbook by National Federation of State High School Associations

-

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Introduction to Landscaping

Summary

Grade Level: High School

Subject Area: Agriculture and Natural Resources

Prerequisites:

- English A and B
- 20 academic credits toward a high school diploma completed
- 225 CASAS score

Course Hours: 120 hours

Course Credits: 10

Course Code: 7170

Grading: A - F

HCCS Course Number:

Details

Course Description

This introductory course exposes students to foundational concepts in the field of landscaping with an emphasis on pursuing career pathways relating to landscape design, maintenance, general rehabilitation, and functional beautification. Students will gain familiarity with industry standard tools ranging from basic hand tools to a general overview of motorized and automated systems and equipment. A heavy focus is placed on the proper handling, application, and disposal of state and federally regulated substances essential to the trade such as chemical fertilizers, pesticides, and herbicides. Students will also learn about modern trends as they pertain to low environmental impact and safety-minded, sustainable practices. Design elements such as implementing minimal water usage foliage and drought conscious irrigation practices will be covered in the curriculum. Installation and maintenance of such systems will comprise the core of the hands-on lab portions of the course. Student learning will be assessed with performance and knowledge evaluations with the goal of obtaining certifications recognised by industry in mind.

General Goals/Purpose

The purpose of this introductory course is to equip participants with the foundational knowledge and practical skills necessary to embark on a successful career in the landscaping industry. This course introduces foundational concepts that prepare students for the concentrator course, where students will take their license exam to obtain a Qualified Applicator License (QAL). This exam includes information on seed treatment, soil fumigation, landscape maintenance, and pest control. Students will be prepared for the QAL exam by providing comprehensive coverage of exam-relevant topics and offering unit exams for practice.

This course will promote student interest and passion in a developing field in the state of California, and prepares students by covering the major concepts and exposing students to the potential career paths in landscaping and agriculture.

Schoolwide Learner Outcomes Addressed

- Students will demonstrate measurable achievements each term through assessment.
  - Learners apply preferred learning style to coursework in classroom and homework settings to maximum learning potential, while implementing strategies for memory and test-taking.
- Students will make progress toward their career goals.
  - Learners will apply problem-solving skills to provide ideas that would help improve their respective organizations.
- Students will use technology to communicate for personal and academic use.
  - Learners will utilize apps and other technologies to apply time management and organization techniques to create effective schedules.

Certifications/Licenses

Qualified Applicator License (QAL)

Pathway Standards

(Aligned to the California Career Technical Education Model Curriculum Standards: Agriculture and Natural Resources)

F1.0 Compare and contrast the hierarchical classification of plants.

F1.1 Practice how to classify and identify plants by order, family, genus, and species.
F1.3 Illustrate how common plant parts are used to classify the plants.
F1.4 Distinguish how to classify and identify plants by using botanical growth habits, landscape uses, and cultural requirements.
F1.5 Identify and select plants for local landscape applications.

F2.0 Summarize plant physiology and growth principles.

F2.1 Understand plant systems, nutrient transportation, structure, and energy storage.
F2.2 Diagram the seed's essential parts and explain the functions of each.
F2.3 Explain how primary, secondary, and trace elements are used in plant growth.
F2.4 Experiment with the factors that influence plant growth, including water, nutrients, light, soil, air, and climate.
F2.6 Explore the factors that affect plant growth.

F3.0 Demonstrate plant propagation techniques.

F3.2 Demonstrate the various techniques for successful plant propagation (e.g., budding, grafting, cuttings, seeds).
F3.3 Utilize and monitor plant reproduction for the development of a saleable product.

F4.0 Develop and implement a plan for basic integrated pest management.

F4.1 Read and interpret pesticide labels and understand safe pesticide management practices.
F4.2 Research how pesticide regulations and government agencies affect agriculture.
F4.3 Identify common horticultural pests and diseases and methods of controlling them.
F4.4 Design an integrated approach to solving plant problems.

F5.0 Summarize water and soil (media) management practices.

F5.1 Explain how basic soil science and water principles affect plant growth.
F5.2 Illustrate basic irrigation design and installation methods.
F5.3 Prepare and amend soils, implement soil conservation methods, and compare results.
F5.4 Research major issues related to water sources and water quality.
F5.5 Explain the components of soilless media and test the use of those media in various types of containers.

F6.0 Apply ornamental plant nutrition practices.

F6.1 Analyze how primary and secondary nutrients and trace elements affect ornamental plants.
F6.2 Use basic nutrient testing procedures on soil and plant tissue.
F6.3 Analyze organic and inorganic fertilizers to understand their appropriate uses.
F6.4 Read and interpret labels to properly apply fertilizers.

F7.0 Develop a plan for the selection, installation, and maintenance of turf.

F7.1 Explain the selection and management of landscape and sports field turf.
F7.2 Demonstrate how to select, install, and maintain a designated turf grass area.
F7.3 Distinguish how the use of turf benefits the environment.

F8.0 Employ nursery production principles.

F8.1 Demonstrate the proper use of production facilities and common nursery equipment.
F8.2 Use common nursery production practices.
F8.3 Demonstrate how to propagate and maintain a horticultural crop to the point of sale.

F9.0 Demonstrate the proper use of containers and horticultural tools, equipment, and facilities.

F9.1 Use different types of containers and demonstrate how to maintain growing containers in controlled environments.
F9.2 Operate and maintain selected hand and power equipment safely and appropriately.
F9.3 Select proper tools for specific horticultural jobs.
F9.4 Install landscape components and electrical, land, and water features.

F10.0 Understand basic landscape planning, design, construction, and maintenance.

F10.1 Utilize terms associated with landscape and design in appropriate context.
F10.2 Produce a residential design, including how to render design to scale using design technology and principles.
F10.3 Use proper landscape planting and maintenance practices.
F10.4 Prune ornamental shrubs, trees, and fruit trees.
F10.5 Produce clear and concise landscape business contracts.

F11.0 Understand basic floral design principles.

F11.1 Demonstrate the use of plant materials and tools.
F11.2 Apply basic design principles to products and designs.

Instructional Strategies

- Direct Instruction
- Guided Practice & Modeling
- Class Discussion
- Guided Reading
- Field Trips
- Project Based Learning
- Research Projects
- Student Presentations
- Differentiated Instruction
- Class Discussion
- Practical Skills Practice
- Homework and Review

Evaluation

- Teacher prepared assignments
- Publisher created assignments
- In-class evaluation of student work samples and informal assessment
- Participation
- Skills demonstration
- Module assessments
- Final summative assessment

Repetition

Credit is granted on work completed and demonstrated mastery of 80% or more during a set cohort basis. Partial credits can be awarded, but the class cannot be repeated for additional credit. Once the student has mastered all objectives, they shall earn a total of 10 credits.

Course Materials

- Instructor developed and printed materials
- Online resources
- Skills practice videos
- Computer based quizzes
- Internet sites
- Textbook: Sustainable Landscape Management: Design, Construction, and Maintenance 1st Edition by Ann Marie VanDerZanden (Author), Thomas W. Cook (Author)

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members
Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary;
Sonja Cameron, Corporate Treasurer; Rickey Jones,
Mellonie Yang, Mary DeChance, Mike Reid
Executive Director
Bill McGuire

Board Meeting Agenda

Call-in Number: +1 669 900 6833
Meeting ID: 820 0260 9095

DATE & TIME: **Thursday, October 3, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

A. CALL TO ORDER AND ROLL CALL

B. ADOPTION OF THE AGENDA

C. FLAG SALUTE

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

Anyone may address the Board regarding any item within the Board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the Board regarding any item not listed on the agenda. These presentations are limited to 3 minutes, and the allotted time will not exceed (30) thirty minutes.

E. ACTION ITEMS

1. Contract Approval
   Request the Board to approve contracts over $100,000. The Executive

Director recommends approval.

2. 2024-25 HCCTS Employee Handbook
Request the Board to approve the 2024-25 Employee Handbook. The Executive Director recommends approval.

3. 2024-25 HCCTS Locations Approval
Request the Board to approve the 2024-25 HCCTS Locations. The Executive Director recommends approval.

Supporting documentation was added on October 1, 2024.

F. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

Supporting documentation will be added before the board meeting.

1. Adoption of Minutes
Copies of the minutes of each regular or special meeting of the Board of Directors shall be distributed to Board members with the agenda for the next regular meeting, or as soon as reasonably possible.

Regular Board Meeting Minutes - September 19, 2024

Board Retreat Minutes - August 24, 2024 - Added on October 1, 2024.

2. Adoption of Job Descriptions
The Executive Director has reviewed and recommended the following job descriptions for approval.

Chief Business Official

Alumni External Relations Specialist - Added on October 1, 2024

3. Approval of 2024-25 Leases
Approve the leases for FY 2024-25 over the amount of $250,000.

3237 Peacekeeper Way, McClellan, California 95652

4. Approval of LCAP Changes

Approve the changes as recommended by SCOE and TRUSD.

Supporting documentation was added on October 1, 2024.

5. Adoption of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

5144.1 BP Suspension and Expulsion

5125 BP Student Records

6158 BP Independent Study

6. Removal of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

5111.1 BP Attendance Jurisdiction

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

The first reading of new and revised board policies is a discussion item only. These policies will be brought back at a later meeting for Board action.

3516 BP School Safety - Emergency Preparedness

6000 BP Instruction: Aims, Concepts, and Roles

4112.9 BP Employee Notifications

4119.23 BP Unauthorized Release of Confidential/ Privileged Information

9270 BP Conflict of Interest Code - Added on October 2, 2024

Bylaws revision as it pertains to the Conflict of Interest Code - Added on October 2, 2024

H. INFORMATION FOR DISCUSSION

1. Employee Benefits Renewal
Adam Miller and Katie Call with HUB will present the 2025 Employee Benefits Renewal package to the Board.

2. Workforce Solutions Update
Director of Workforce Solutions Lars Jorgensen will provide the Board with an update on workforce solutions.

Supporting documentation was added on October 2, 2024.

3. School Safety Plan for Grand Avenue

Safety Generalists Andrew Correa and Tony Torres will present the School Safety Plan for Grand Avenue.

I. BOARD COMMENTS

J. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

Anyone may address the Board regarding any item on the agenda prior to the Closed Session. Interested persons must submit a request, which is available in card form, before the commencement of the Board Meeting. These presentations are limited to 3 minutes.

K. CLOSED SESSION

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])
2. Public Employee Performance Evaluation (Gov. Code Section 54957(b)(1).)(Executive Director)

L. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

M. NEXT MEETING : October 17, 2024 at 2:00 pm

N. ADJOURNMENT

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283. If you need a copy of the agenda or any attachments, please contact Natasha Lutsik at (916) 844-2283 or via email at natasha.lutsik@hccts.org.


"IT'S NEVER TOO LATE..."
2024 - 2025
HCCTS Locations Approval
HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Identify Stakeholders for New Site

- A current partner
- Property Managers
- DHA or SETA
- Community Leaders
- Student or staff voice

How Does a Site Qualify for Expansion?

- Use Academic team and enrollment numbers to determine additional space needed
- Classroom sizes are near capacity
- Increase in overall site enrollment
- School ancillary programs are needed
- Use data to establish enrollment growth quarterly
- Track enrollment and attendance trends during the year
- Look for areas of growth with refugee settlement
- Use our partners for settlement information

Where To Open a New Site

- Contact current partners for input
- Student and staff input
- Overcrowding at current site
- Contact Community Leaders
- Partner with new community programs
- Use splatter maps to determine where our students reside

Site Opening Process

- Determine: square footage needed, academic needs (expected # of students and staffing), site safety, parking, ancillary programs, classrooms, office space, site condition including HVAC, electrical, plumbing, flooring and tenant improvements if needed.
- Legal qualifications assessed for a new school site (Fire, Occupancy, Zoning, Permitting, Ca. Ed Code, etc.)
- Approved by HCCTS Board of Directors then notify TRUSD of intent
- Facilities team tour to determine site needs
- Facilities team to introduce timeline for estimated opening date after receiving HCCTS Board of Directors approval and TRUSD approval
    a. Week 1 - assessment, scope of work identified, contract negotiation
    b. Week 2 - tenant improvements start, all departments begin prep, ordering of all equipment, furniture, signs etc.
    c. Week 3,4 - confirmation of tenant improvements completed, all departments completion of work, furnish site
    d. Week 4,5 - Open site

Site Opening Process

- Contract negotiation
- Contract start date (taking into consideration for Tenant Improvements)
- Secure: supplies, furniture, IT equipment, marketing, custodial needs, custodial service, security
- Estimate site budget including lease costs, staffing, utilities ,custodial and security
- If a site needs minimal tenant improvements (paint, floor etc.) it can be available for class in 2-5 weeks. With extensive tenant improvements it may take several months to open

Adding Additional Space at a Current Site

- Facilities team to meet and discuss needs for adding space including all legal qualifications
- Approved by HCCTS Board Of Directors then notify TRUSD of intent
- Identify tenant improvements if needed
- Contract negotiation
- Facilities Team introduced to needs
- Create a timeline for estimated opening date
- Ordering: supplies, furniture, IT equipment, marketing, custodial needs, custodial service, security
- Estimated budget for monthly and yearly costs: including lease, staffing, utilities , custodial, security, etc.
- With space being in an existing site, we anticipate opening within 2-5 weeks.

Determine Reason for Site Closing

- HCCTS, current partner or site owner failure to renew lease
- Current Partner or HCCTS uses 30 day out
- Structure is in disrepair
- Facility condition
- Consolidation of sites
- Fiscal constraints
- Enrollment/ADA in decline
- Cost is not consistent with appraisal comps
- Lease increase

Site Closing Process

- Contact all stakeholders of intentions
- Approved by HCCTS Board Of Directors then notify TRUSD of intent
- Leadership will confer with Facilities Director for closure date
- Notice of closure sent to property owner
- Facilities Team Director coordinates closing with all departments including, IT, maintenance, marketing, safety, academics, finance, SORS, custodial and warehousing
- Facilities walkthrough when vacated

Charter Wide Sites

Charter Educational Sites:

HCCS Sites 29

CICA Sites 8

HCCS and CICA Shared Sites 11

CTE 5

Total Charter Educational Sites: 53

Non-Educational Sites:

Administration 10

Other 7

Total Non-Educational Sites: 17

HCCS

	Site Name	Site Address	Administration	Students	Staff	ADA Jul-2024	Enrollment Jul-2024	ADA Aug-2024	Enrollment Aug-2024	Lease	Estimated Cost	Lease End Date	Notes
1	24th Street	7720 24th Street, Sacramento, CA 95832	☐	☑	1	31	116	55	143	Click Here	$387,380.00 - Contract Life	6/3028	
2	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	☐	☑	5	114	216	123	215	Click Here	$221,200.00 - Contract Life	8/31/25	
3	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	☐	☑						In Process	$37,824.00 - Contract Life		Inactive
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	☑	☑	3					Click Here	Included in Admin section	7/31/25	
5	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	☐	☑	3	124	226	150	263	Click Here	$125,280.00 - Contract Life	08/31/2025	
6	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	☐	☑	22	731	1,544	804	1,453	Click Here	$512,004.00 - Contract Life	06/30/2025	
7	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	☐	☑	18	535	1,051	593	1,085	In Process	$164,130.80 - Contract Life		
8	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	☐	☑	8	210	788	206	695	Click Here	$526,241.50 - Contract Life	M-M	
9	Folsom 2	9555 Folsom Blvd, Suite E, F, G, I, & J Sacramento, CA 95827	☐	☑	6	160		179		In Process	$370,291.44 - Contract Life		
10	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	☐	☑	1	15	216	17	226	Click Here	$186,000.00 - Contract Life	6-30-24	In process
11	Garden Grove 2	14361 Euclid Street, Suite 3C & 3D, Garden Grove, CA 92843	☐	☑	2	69		67		Click Here	$93,500.00 - Contract Life	2/28/25	
12	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	☐	☑	2		188	67	223	Click Here	$67,250.00 - Contract Life	08/31/2025	
13	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	☐	☑	1	28		39		Click Here	$15,552.00 - Contract Life	9/30/25	
14	Hillsdale	5655 Hillsdale Blvd, Suite 1, 9, &, 16 Sacramento, CA 95842	☐	☑	17	358	684	359	612	Click Here	$1,750,522.08 - Contract Life	11/30/27	
15	Howe Avenue	1111 Howe Avenue, #550 & #645, Sacramento, CA 95825	☐	☑	20	245	645	296	605	Click Here	$2,877,3628.00 - Contract Lif	8/30-26	
16	Hurley	3205 Hurley Way, Sacramento, CA 95864	☐	☑	12	184	325	221	372	In Process	$1,096,687.40 - Contract Life		
17	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	☐	☑			132	184	116	193	Click Here	$120,000.00 - Contract Life	08/30/2025
18	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	☐	☑	3						$149,499.00 - Contract Life	6/30/26	
19	Maple	3301 37th Avenue, Sacramento, CA 95824	☐	☑	4	86	888	124	893		$105,600.00/ YR	M-M	
20	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	☐	☑	5	128	450	162	395	In Process	$223,840.00 - Contract Life		
21	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	☐	☑	5	85		77		In Process	$92,295.00 - Contract Life		
22	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	☐	☑	2	60	364	73	304	Click Here	$287,755.68 - Contract Life	1/31/26	
23	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	☐	☑	2	107		92			$136,525.08 - Contract Life	1/31/26	
24	Oxnard	328 West Third Street, Oxnard, CA 93030	☐	☑	2	40	86	56	90	Click Here	$169,101.00 - Contract Life	11/30/25	
25	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	☐	☑	2					Click Here	$200,067.72 - Contract Life	12/31/26	
26	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	☐	☑	2	32	46	36	47	In Process	$141,164.88 - Contract Life		
27	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	☐	☑	2	31	73	41	83		$445,208.00 - Contract Life	6/30/28	
28	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	☐	☑	2	8	40	25	83	Click Here	$126,708.80 - Contract Life	9/30/26	
29	Peacekeeper	3237 Peacekeeper way, Building 200 Suite 202 McClellan, CA 95652	☐	☑						Click Here			New site

CICA

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Notes
1	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	☐	☑	2			Click Here	$96,000.00 - Contract Life	08/31/2025	
2	Fair Oaks 2	6110 Fair Oaks Blvd, #B Carmichael, CA 95698	☑	☐	1			Click Here	Included in A and C Contract	12/31/26	
3	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	☐	☑	3				$1,220,582.00 - Contract Life	3/31/28	
4	Howe Avenue	1111 Howe Avenue Suites #610 and #630 Sacramento, CA 95825	☑	☑	25				Included in HCCTS Contract	3/31/27	
5	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827	☐	☑	1			Click Here	In Kind	06/30/2025	
6	O Street	1326 O Street, Sacramento, CA 95814	☐	☑	1			Click Here	$120,000.00 - Contract Life	8/15/33	
7	Rosemont (Saint John's)		☐	☑	1			In Process	$50,000.00 - Contract Life		
8	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	☐	☑	1				In Kind		

HCCS & CICA SHARED SITES

	Site Name	Site Address	Administration	Students	CICA	Staff	ADA Jul-2024	Enrollment Jul-2024	ADA Aug-2024	Enrollment Aug-2024	Lease	Estimated Cost	Lease End Date	Notes
1	Auburn	4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841	☐	☑	☑	10	91	490	107	561	Click Here	$338,564.88 - Contract Life	4/30/26	
2	Auburn 2	7817 Old Auburn Road, Citrus Heights, CA 95610	☐	☑	☑	11	52		141		Click Here	$522,432.00 - Contract Life	12/31/28	
3	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	☐	☑	☑	6	95	171	112	198	In Process	$538,596.00 - Contract Life		
4	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	☑	☑	☑	65	340	1,020	468	1,242		District's Site		
5	Industrial	8180 Industrial Parkway, Sacramento, CA 95824	☑	☑	☑	7					Click Here	$1,620,492.00 - Contract Life	9/30/28	
6	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	☐	☑	☑	15	298	888	327	893	Click Here	$1,200,216.00 - Contract Life	6/30/28	
7	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	☐	☑	☑	20	480	1,091	631	1,066	Click Here	$825,676.68 - Contract Life	4/30/28	
8	Marysville	715 C Street, Marysville, CA 95901	☐	☑	☑	5	33	70	39	51	Click Here	$523,968.00 - Contract Life	6/30/28	
9	Norwood	431 Hayes Avenue, Sacramento, CA 95838	☐	☑	☑	2	2	28	7	21	Click Here	$54,000.00 - Contract Life	8/31/25	
10	Oak Park	2520 33rd St, Sacramento, CA 95817	☑	☑	☑	15	42	139	20	84	Click Here	$1,396,368.00 - Contract Life	6/30/28	
11	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	☐	☑	☑	12	179	413	200	409	Click Here	$1,154,082.00 - Contract Life	6/30/28	

CTE PROGRAMS

No	Site Name	Site Address	Students
1	Mixed Institute of Barber & Cosmetology	5950 Florin Rd Unit 103 Sacramento, CA 95823 United States	☑
2	Federico	1515 Sports Drive, Sacramento, CA 95834	☑
3	Unitek (Medical Assistant)	4330 Watt Ave, Sacramento CA	☑
4	Asher College (Career Training)	1215 Howe Ave, Sacramento CA	☑
5	Advance Beauty College	10121 Westminster Ave, Garden Grove CA	☑

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ADMINISTRATION

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Note
1	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse/ Receiving)	☑	☐	15			Click Here		02/29/2028	
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (23X Studio)	☑	☐	4			Click Here		02/29/2028	
3	Capitol Mall	555 Capitol Mall, #550, #725, #735, Sacramento, CA 95814	☑	☐	25			Click Here	$1,696,324.07 - Contract Life	9-30/27	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	☑	☑	6			Click Here		9/30/27	
5	Fair Oaks 2	6110 Fair Oaks Blvd, #A, # C Carmichael, CA 9560i	☑	☐	7			Click Here	$265,665.00 - Contract Life	12/31/26	
6	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	☑	☑	55				District Site		
7	Hillsdale	5655 Hillsdale Blvd, Suite 11 &, 16 Sacramento, CA 95842	☐	☑	30			Click Here	Included in 1, 9 & 11	11/30/27	
8	Howe Avenue	1111 Howe Avenue, #115, #445, #455, #505, #555, #575, #595, #610, #630, & #655, Sacramento, CA 95825	☑	☑	135			Click Here	Included in HCCTS	3/31/27	
9	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse/ Receiving)	☑	☐	TBD			Click Here	$651,420.00 - Contract Life		Opening 10-1-24
10	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101	☑	☐	1			Click Here	$185,454.00 - Contract Life		2/28/26

OTHER LOCATIONS

No	Site Name	Site Address	Administration	Students	Staff	Student Enrollment	Student ADA	Lease	Estimated Cost	Lease End Date	Notes
1	Arden	901 Arden Way, Sacramento, CA 95815 **(Warehouse/ Receiving)**	☑	☐	15			Click Here	$1,151,947.26 - Contract Life	02/29/2028	
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 **(23X Studio)**	☑	☐	4			Click Here		02/29/2028	
3	Fair Oaks	2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825 **(CTE Salon)**	☐	☐	3			Click Here	$208,205.80 - Contract Life	09/31/2025	
4	Fair Oaks	2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825 **(23X Studio)**	☐	☐	3			Click Here		08/31/2025	
5	Fair Oaks	2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825 **(Highlands Wellness Center)**	☐	☐	8			Click Here	$508,239.24 - Contract Life	08/31/2026	
6	Hillsdale	5655 Hillsdale Blvd, Suite 18 Sacramento, CA 95842 **(Highlands Wellness Center)**	☐	☐	2			Click Here	Included in 1, 9, & 11		
7	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 **(Warehouse/ Receiving)**	☑	☐	TBD			Click Here	Included in Administration	11/14/28	Opening 10-1-24

Master Sites List for Board Approval

No	Site Name	Site Address	Dublicate Site
		HCCS	
1	24th Street	7720 24th Street, Sacramento, CA 95832	
2	65th St (Bach Viet South)	6853 65th Street, Suite C, Sacramento, CA 95828	
3	Bowling	7171 Bowling Drive, #1120, Sacramento, CA 95823	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	x
5	Center Parkway	7839 Center Parkway, Sacramento, CA 95823	
6	College Oak (SALAM)	4545 College Oak Drive, Sacramento, CA 95841	
7	Edison (St. Matthew's)	2300 Edison Avenue, Sacramento, CA 95821	
8	Folsom Blvd	10017 Folsom Blvd, Sacramento, CA 95827	
9	Folsom 2	9555 Folsom Blvd, Suite E, F, G, I & J, Sacramento, CA 95827	
10	Garden Grove	10121 Westminster Avenue, Garden Grove, CA 92843	
11	Garden Grove 2	14361 Euclid Street, Suite 3C & 3D, Garden Grove, CA 92843	
12	Hemlock - TRLCC	5537 Hemlock Street, Sacramento, CA 95841	
13	Hemlock 2	5527 Hemlock Street, Suite B, Sacramento, CA 95841	
14	Hillsdale	5655 Hillsdale Blvd, Suite 1, 9, &, 16 Sacramento, CA 95842	
15	Howe Avenue	1111 Howe Avenue, #550 & #645, Sacramento, CA 95825	
16	Hurley	3205 Hurley Way, Sacramento, CA 95864	
17	Larkspur 1 (BV Larkspur)	1100 Fulton Avenue, #F, Sacramento, CA 95825	
18	Larkspur 2 (BV North)	1050 Fulton Avenue, #110 & #150, Sacramento, CA 95825	
19	Maple	3301 37th Avenue, Sacramento, CA 95824	
20	McClellan	3144 Palm Street, Building 826, McClellan Park, CA 95652	
21	McClellan 2	5411 Luce Ave, Unit 242, McClellan, CA 95652	
22	North Laguna	8211 Bruceville Rd, #115, Sacramento, CA 95823	
23	North Laguna 2	8211 Bruceville Rd, #125, Sacramento, CA 95823	
24	Oxnard	328 West Third Street, Oxnard, CA 93030	
25	Oxnard 2	560 South A Street, Suite B, Oxnard, CA 93030	
26	San Pablo	1964 Rumrill Blvd, San Pablo, CA 94806	
27	South Side Park (OLOG)	730 S Street, Sacramento, CA 95811	
28	Yuba City	229 Clark Avenue, Suite Q & V, Yuba City, CA 95991	
29	Peacekeeper	3237 Peacekeeper way, Building 200 Suite 202 McClellan, CA 95652	

No	Site Name	Site Address	Dublicate Site
		CICA	
1	Del Paso 2	3730 Marysville Blvd, Sacramento, CA 95838	
2	Fair Oaks 2	6110 Fair Oaks Blvd, #B Carmichael, CA 95698	
3	Florin Rd	3801 Florin Road, Suite 107, Sacramento, CA 95823	
4	Howe Avenue	1111 Howe Avenue Suites #610 and #630 Sacramento, CA 95825	
5	Jackson (Bethany)	9880 Jackson Road, Sacramento, CA 95827	
6	O Street	1326 O Street, Sacramento, CA 95814	
7	Rosemont (Saint John's)		
8	SHRA - Marina Vista	30 Seavey Circle, Sacramento, CA 95818	
		HCCS & CICA	
1	Auburn	4441 Auburn Blvd, Suites H / J / M, Sacramento, CA 95841	
2	Auburn 2	7817 Old Auburn Road, Citrus Heights, CA 95610	
3	Del Paso (Calvary)	1100 Las Palmas Avenue, Sacramento, CA 95815	
4	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	
5	Industrial	8180 Industrial Parkway, Sacramento, CA 95824	
6	Maple 2 (St. Rose)	5961 Franklin Blvd, Sacramento, CA 95824	
7	Marconi 2	3727 Marconi Ave, Sacramento, CA 95821	
8	Marysville	715 C Street, Marysville, CA 95901	
9	Norwood	431 Hayes Avenue, Sacramento, CA 95838	
10	Oak Park	2520 33rd St, Sacramento, CA 95817	
11	West Sac (Holy Cross)	800 Todhunter Avenue, West Sacramento, CA 95605	

Master Sites List for Board Approval

No	Site Name	Site Address	Dublicate Site
		CTE Programs	
1	Mixed Institute of Barber & Cos	5950 Florin Rd Unit 103 Sacramento, CA 95823 United States	
2	Federico	1515 Sports Drive, Sacramento, CA 95834	
3	Unitek (Medical Assistant)	4330 Watt Ave, Sacramento CA	
4	Asher College (Career Training	1215 Howe Ave, Sacramento CA	
5	Advance Beauty College	10121 Westminster Ave, Garden Grove CA	
		Administration	
1	Arden	901 Arden Way, Sacramento, CA 95815 (Warehouse/ Receiving)	x
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 (23X Studio)	x
3	Capitol Mall	555 Capitol Mall, #550, #725, #735, Sacramento, CA 95814	
4	Capitol Mall	555 Capitol Mall, #1275, Sacramento, CA 95814	x
5	Fair Oaks 2	6110 Fair Oaks Blvd, #A, # C Carmichael, CA 9560i	
6	Grand Avenue	1333 Grand Avenue, Sacramento, CA 95838	
7	Hillsdale	5655 Hillsdale Blvd, Suite 11 &, 16 Sacramento, CA 95842	
8	Howe Avenue	1111 Howe Avenue, #115, #445, #455, #505, #555, #575, #595, #610, #630, & #655, Sacramento, CA 95825	
9	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 (Warehouse/ Receiving)	
10	San Diego	406 9th Avenue, Suite 310, San Diego, CA 92101	
		Other	
1	Arden	901 Arden Way, Sacramento, CA 95815 **(Warehouse/ Receiving)**	x
2	Arden 2	2260 Boxwood Street, Sacramento, CA 95815 **(23X Studio)**	x
3	Fair Oaks	2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825 **(CTE Salon)**	
4	Fair Oaks	2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825 **(23X Studio)**	
5	Fair Oaks	2310 Fair Oaks Blvd, Suite D, Sacramento, CA 95825 **(Highlands Wellness Center)**	
6	Hillsdale	5655 Hillsdale Blvd, Suite 18 Sacramento, CA 95842 **(Highlands Wellness Center)**	
7	Raley Blvd	4350 Raley Blvd, Suite 300, Sacramento, CA 95838 **(Warehouse/ Receiving)**	

Closing Site List for Board Approval

No	Site Name	Site Address	Notes
1	American River	3600 American River Drive #280, Sacramento, CA 95864	Vacant/ Seeking Sublease
2	El Camino	4813 El Camino Avenue, Suite A & C Carmichael, CA 95608	Underutilized
3	Marysville 2	1431 C St, Marysville, CA 95901 (It's Never Too Late Stadium)	Inactive
4	South Lake Tahoe	1041 Lyons Avenue, South Lake Tahoe, CA 96150	Inactive

Contributors:

Disa Cameron

Von Allen

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Isabel Amezcua

Lee Farrand

Waisuddin Akhondzada

Rich Henning

Data Resource:

Powerschool

Finance

Facilities

Student Onboarding and Records

HCCTS CTE programs

California Building Code (CBC)

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 18, 2024

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Material Revision

Dear Ryan DiGiulio,

On October 17, 2024, the HCCTS Board of Directors approved the revised SY 2024-2025 site list. The approved locations have been renamed and reorganized to better demonstrate their location by using the street, avenue, etc. name if possible.

This letter serves as a notice of material revision for both HCCS and CICA for adding the following locations:

Folsom Blvd. | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
Peacekeeper Way | 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*

And closing the locations listed below:

El Camino | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
Fair Oaks 2 | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
Folsom 2 | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
Marysville 2 | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
S. Lake Tahoe | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

The current location count is as follows:

HCCS Locations- 24
CICA Locations – 6

HCCS & CICA Locations – 13
Total Resource Centers – 43

External CTE Locations – 5
Total Instructional Locations – 48

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



BILL MCGUIRE
Executive Director
Highlands Community Charter and Technical Schools

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St. |** 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave. |** 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St. |** 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd. |** 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy. |** 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave. |** 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr. |** 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave. |** 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St. |** 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms |** 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave. |** 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St. |** 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way |** 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln. |** 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave. |** 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St. |** 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way |** 3237 Peacekeeper Way, McClellan, CA 95652 *(New)*
20. **Rumrill Blvd. |** 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St. |** 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St. |** 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave. |** 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St. |** 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd. |** 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd. |** 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd. |** 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*

4. **O St. |** 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont |** *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle |** 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd. |** 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St. |** 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd. |** 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(new additional building)*
5. **Franklin Blvd. |** 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*
6. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave. |** 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave. |** 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave. |** 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd. |** 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave. |** 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St. |** 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
3. **Grand Ave. |** 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
4. **Industrial Pkwy. |** 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
5. **Las Palmas Ave. |** 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*

**CTE Pathways available to HCCS & CICA Students*

EXTERNAL CTE SITE LIST

1. **Advance Beauty College |** 10121 Westminster Ave., Garden Grove, CA
2. **Asher |** 1215 Howe Ave., Sacramento, CA 95834
3. **Federico |** 1515 Sports Drive, Sacramento, CA 95834
4. **Mixed |** 5950 Florin Rd., Sacramento, CA 95823
5. **Unitek |** 4330 Watt Ave., Sacramento, CA

**CTE Pathways available to HCCS & CICA Students*

ADMINISTRATION SITE LIST

1. **9th Ave. |** 406 9th Avenue, San Diego, CA 92101 *(Admin Office Only) (Previously San Diego)*
2. **American River Dr. |** 3600 American River Dr., Sacramento, CA *(Safety) (Previously American River)*
3. **Arden Way |** 901 Arden Way, Sacramento, CA 95815 *(Warehouse/Receiving) (Previously Arden)*
4. **Boxwood St. |** 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall |** 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
6. **Fair Oaks Blvd. |** 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(23X Studio and Wellness Center) (Previously Fair Oaks)*
7. **Hillsdale Blvd. |** 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd. |** 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **El Camino |** 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
2. **Fair Oaks 2 |** 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
3. **Folsom 2 |** 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
4. **Marysville 2 |** 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
5. **S. Lake Tahoe |** 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

HCCS SITE LIST

1. **24th St.** | 7720 24th Street, Sacramento, CA 95832 *(Previously 24th (St. Anne's))*
2. **37th Ave.** | 3301 37th Avenue, Sacramento, CA 95824 *(Previously Maple)*
3. **65th St.** | 6853 65th Street, Sacramento, CA 95828 *(Previously 65th St (Bach Viet South))*
4. **Bruceville Rd.** | 8211 Bruceville Rd, Sacramento, CA 95823 *(Previously North Laguna & North Laguna 2)*
5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Previously Capitol Mall)*
6. **Center Pkwy.** | 7839 Center Parkway, Sacramento, CA 95823 *(Previously Center Parkway)*
7. **Clark Ave.** | 229 Clark Avenue, Yuba City, CA 95991 *(Previously Yuba City)*
8. **College Oak Dr.** | 4541 College Oak Drive, Sacramento, CA 95841*(Previously College Oak (SALAM))*
9. **Edison Ave.** | 2300 Edison Avenue, Sacramento, CA 95821 *(Previously Edison (St. Matthew's))*
10. **Euclid St.** | 14361 Euclid Street, Garden Grove, CA 92843 *(Previously Garden Grove 2)*
11. **Foothill Farms** | 5527 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock 2)*
12. **Fulton Ave.** | 1050 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 2 (Bach Viet North))*
13. **Hemlock St.** | 5537 Hemlock Street, Sacramento, CA 95841 *(Previously Hemlock- TRLCC)*
14. **Hurley Way** | 3205 Hurley Way, Sacramento, CA 95864 *(Previously Hurley)*
15. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Previously Hillsdale)*
16. **Larkspur Ln.** | 1100 Fulton Avenue, Sacramento, CA 95825 *(Previously Larkspur 1 (Bach Viet Larkspur))*
17. **Luce Ave.** | 5411 Luce Ave, McClellan, CA 95652 *(Previously McClellan 2)*
18. **Palm St.** | 3144 Palm Street, McClellan Park, CA 95652 *(Previously McClellan)*
19. **Peacekeeper Way** | 3237 Peacekeeper Way, McClellan, CA 95652 *(Combining Luce Ave. & Palm St.)*
20. **Rumrill Blvd.** | 1964 Rumrill Blvd, San Pablo, CA 94806 *(Previously San Pablo)*
21. **S St.** | 730 S Street, Sacramento, CA 95811 *(Previously South Side Park (OLOG))*
22. **South A St.** | 560 South A Street, Oxnard, CA 93030 *(Previously Oxnard 2)*
23. **Westminster Ave.** | 10121 Westminster Avenue, Garden Grove, CA 92843 *(Previously Garden Grove)*
24. **West Third St.** | 328 West Third Street, Oxnard, CA 93030 *(Previously Oxnard)*

CICA SITE LIST

1. **Florin Rd.** | 3801 Florin Road, Sacramento, CA 95823 *(Previously Florin Rd)*
2. **Jackson Rd.** | 9880 Jackson Road, Sacramento, CA 95827 *(Previously Jackson (Bethany)*
3. **Marysville Blvd.** | 3730 Marysville Blvd., Sacramento, CA 95838 *(Previously Del Paso 2)*
4. **O St.** | 1326 O Street, Sacramento, CA 95814 *(Previously O Street)*
5. **Rosemont** | *(Women's Shelter, address withheld) (Previously Rosemont (St. John's))*
6. **Seavey Circle** | 30 Seavey Circle, Sacramento, CA 95818 *(Previously SHRA – Marina Vista)*

HCCS & CICA SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Auburn Blvd.** | 4441 Auburn Blvd, Sacramento, CA 95841*(Previously Auburn)*
3. **C St.** | 715 C Street, Marysville, CA 95901 *(Previously Marysville)*
4. **Folsom Blvd.** | 10017 and 10013 Folsom Blvd, Sacramento, CA 95827 *(Combining Folsom 1 & 2)*
5. **Franklin Blvd.** | 5961 Franklin Blvd, Sacramento, CA 95824 *(Previously Maple 2 (St. Rose))*

6. **Grand Ave.** | 1333 Grand Avenue, Sacramento, CA 95838 *(Previously Grand Avenue)*
7. **Hayes Ave.** | 431 Hayes Avenue, Sacramento, CA 95838 *(Previously Norwood)*
8. **Howe Ave.** | 1111 Howe Avenue, Sacramento, CA 95825 *(Previously Howe Avenue)*
9. **Industrial Pkwy.** | 8180 Industrial Pkwy, Sacramento, CA 95824 *(Previously Industrial)*
10. **Las Palmas Ave.** | 1100 Las Palmas Avenue, Sacramento, CA 95815 *(Previously Del Paso (Calvary Christian))*
11. **Marconi Ave.** | 3727 Marconi Ave, Sacramento, CA 95821 *(Previously Marconi 2)*
12. **Old Auburn Rd.** | 7817 Old Auburn Road, Citrus Heights, CA 95610 *(Previously Auburn 2)*
13. **Todhunter Ave.** | 800 Todhunter Avenue, West Sacramento, CA 95605 *(Previously West Sac (Holy Cross))*

INTERNAL CTE SITE LIST

1. **33rd St.** | 2520 33rd St, Sacramento, CA 95817 *(Previously Oak Park)*
2. **Fair Oaks Blvd.** | 2310 Fair Oaks Blvd, Sacramento, CA 95825 *(Previously Fair Oaks)*
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4. **Boxwood St.** | 2260 Boxwood Street, Sacramento, CA 95815 *(23X Studio) (Previously Arden 2)*
5. **Capitol Mall** | 555 Capitol Mall, Sacramento, CA 95814 *(Business Operations and Executive Offices) (Previously Capitol Mall)*
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7. **Hillsdale Blvd.** | 5655 Hillsdale Blvd, Sacramento, CA 95842 *(Wellness Center) (Previously Hillsdale)*
8. **Raley Blvd.** | 4350 Raley Blvd, Sacramento, CA 95838 *(Warehouse/Receiving) (Previously Raley Blvd)*

PROPOSED SITE LIST FOR CLOSING

1. **Bowling** | 7171 Bowling Drive, Sacramento, CA 95823 *(CICA)*
2. **El Camino** | 4813 El Camino Avenue, Carmichael, CA 95608 *(Administrative Office)*
3. **Fair Oaks 2** | 6110 Fair Oaks Blvd, Carmichael, CA 95608 *(HCCS & CICA)*
4. **Folsom 2** | 9555 Folsom Blvd, Sacramento, CA 95827 *(HCCS & CICA)*
5. **Marysville 2** | 1431 C St, Marysville, CA 95901 *(It's Never Too Late Stadium - CTE)*
6. **S. Lake Tahoe** | 1041 Lyons Avenue, South Lake Tahoe, CA 96150 *(HCCS & CICA)*

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members
Ernie Daniels, Corporate President; Sharon Rocco, Vice-President; Matt Powers, Corporate Secretary; Sonja Cameron, Corporate Treasurer; Rickey Jones, Mellonie Yang, Mary DeChance, Mike Reid
Executive Director
Bill McGuire

Board Meeting Agenda

Call-in Number: +1 669 900 6833
Meeting ID: 865 7344 7851

DATE & TIME: **Thursday, November 7, 2024 at 2:00 PM**
LOCATION: 1333 Grand Avenue, Building A2, Sacramento, CA 95838

A. CALL TO ORDER AND ROLL CALL

B. ADOPTION OF THE AGENDA

C. FLAG SALUTE

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

Anyone may address the Board regarding any item within the Board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the Board regarding any item not listed on the agenda. These presentations are limited to 3 minutes, and the allotted time will not exceed (30) thirty minutes.

E. ACTION ITEMS

1. Contract Approval
Request the Board to approve contracts over $100,000. The Executive

Director recommends approval. Updated on November 6, 2024.

2. 2024-25 Salary Schedule
Request the Board to approve the 2024-25 Salary Schedule. The Executive Director recommends approval.

F. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

1. Adoption of Minutes
Copies of the minutes of each regular or special meeting of the Board of Directors shall be distributed to Board members with the agenda for the next regular meeting, or as soon as reasonably possible.

Regular Board Meeting - Oct 17 2024 - Minutes - Html

2. Adoption/Elimination of Job Descriptions
The Executive Director has reviewed and recommended the following job descriptions for approval.

Chief of Staff - Remove

Compliance Officer - Remove

Senior Director of Alumni Relations - Remove

3. Adoption of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

4119.12 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

5145.71 BP Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures

4. Removal of Board Policies
The first reading of these policies was presented to the Board at the previous board meeting.

4119.11 BP Policy Against Sexual Harassment and Discrimination

5. Approval of 2024-25 Leases

Approve the leases for FY 2024-25 over the amount of $250,000.

10013 Folsom Boulevard - Added on November 5, 2024

6. Approval of 2024-25 HCCTS Locations

Approve the site list for SY 2024-25 .

HCCS Locations - 24

CICA Locations - 6

HCCS & CICA Locations - 13

Total Resource Centers - 43

External CTE Locations - 5

Total Instructional Sites - 48

7. CBO Purchasing Approval Level

Add Chief Business Official to the Purchasing Approval Level of Deputy Directors ($50,000-100,000).

8. Conference Approval

Approve attendance at the Charter Schools Development Center's November 18-20, 2024 Conference in Sacramento for 20+ attendees.

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

The first reading of new and revised board policies is a discussion item only. These policies will be brought back at a later meeting for Board action.

0000 Mission Statement

0050 Vision Statement

0100 BP HCCTS Blanket Policy

0250 Student Learning Outcomes (SLOs)

1325 BP Advertising and Sponsorship Policy - added on November 6, 2024

3310 BP Purchasing and Vendor Selection - updated on November 6, 2024

4212.8 BP Anti-Nepotism and Employment of Relatives

7150.5 BP School Site Opening and Closure Policy - added on Nov. 5, 2024

9005 BP Organizational System and Governance Structure

9250 BP HCCTS Board and Officers Reimbursement Policy

9270.1 BP Policy Regarding Board Members Involvement With Other Education Providers

9320 BP Meetings and Notices

9322 BP Setting Board Agenda Items

H. FIRST READING OF REVISED BYLAWS

The Revised Bylaws' first reading is a discussion item only. The Revised Bylaws will be brought back at a later meeting for Board action.

Revised Bylaws - added on November 5, 2024

I. INFORMATION FOR DISCUSSION

1. Fiscal Update
   Director of Fiscal Services Matthew Lemos will provide the Board with a fiscal update. Supporting documents were updated on November 5, 2024.

2. HR Update & HR Academy Update
   Director of HR Jasmine Gibbs will provide the Board with an HR update. Supporting documents were added on November 6, 2024.

3. DASS Update
   Director of Accountability and Assessment Melissa Roberson will provide the Board with a DASS Update.

4. LCAP Expenditure Planning
   Director of Accountability and Assessment Melissa Roberson will update the Board on the LCAP Expenditure Planning.

5. Highlandia Update
   Director of Student Engagement Mike Roessler and Director of Curriculum Carol Zheng will provide the Board with a Highlandia Update.

6. Equity Initiatives Update
   Director of Equity Initiatives Von Allen will provide the Board with an Equity Initiatives Update.

7. Prom Update
   Director of Student Engagement Mike Roessler will provide the Board with a Prom Update. Supporting documents were updated on November 5, 2024.

8. 2024-25 Board Meeting Calendar
   The Board will discuss the 2024-25 Board meeting calendar.

9. Board Member Selection Process
The Board will discuss the Board Member selection process.
Supporting documents were added on November 5, 2024.

10. Board Member Terms
The Board will discuss the proposed Board Member terms.
Supporting documents were updated on November 5, 2024.

J. BOARD COMMENTS

K. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

Anyone may address the Board regarding any item on the agenda prior to the Closed Session. Interested persons must submit a request, which is available in card form, before the commencement of the Board Meeting. These presentations are limited to 3 minutes.

L. CLOSED SESSION

1. Conference With Legal Counsel - Anticipated Litigation (Gov. Code Section 54956.9(d)(2).)([1 matter])

M. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

N. NEXT MEETING : December 5, 2024 at 2:00 pm

O. ADJOURNMENT

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283. If you need a copy of the agenda or any attachments, please contact Natasha Lutsik at (916) 844-2283 or via email at natasha.lutsik@hccts.org.

TR OFFICE BUILDING | BALLPARK DISTRICT OFFICE CONDOMINIUMS FOR SALE

406 9th Ave, Suites 211, 304, 310 | San Diego, CA 92101



Jordan Williams | Lic. No. 01717714
Jordan@stromcommercial.com
(619) 243-1244

Atticus Hickok | Lic. No. 01994259
Atticus@stromcommercial.com
(619) 243-1244

STROM | COMMERCIAL

CICA AR 002500

TR OFFICE BUILDING | BALLPARK DISTRICT OFFICE CONDOMINIUMS FOR SALE

SUITES 211, 304 & 310 OVERVIEW

WATCH A GAME FROM YOUR BALCONY

Suites 310 includes a dedicated balcony with unparalleled views of Petco Park



712 - 1,165 SF OF OFFICE SPACE

Suite 211: ± 1,165 sf

Suite 310: ± 1,068 sf

Suite 304: ± 712 sf



Prices

Suite 211: $705,000

Suite 310: $725,000

Suite 304: $395,000

PRIVATE RESTROOMS

Jordan Williams | Lic. No. 01717714
Jordan@stromcommercial.com
(619) 243-1244

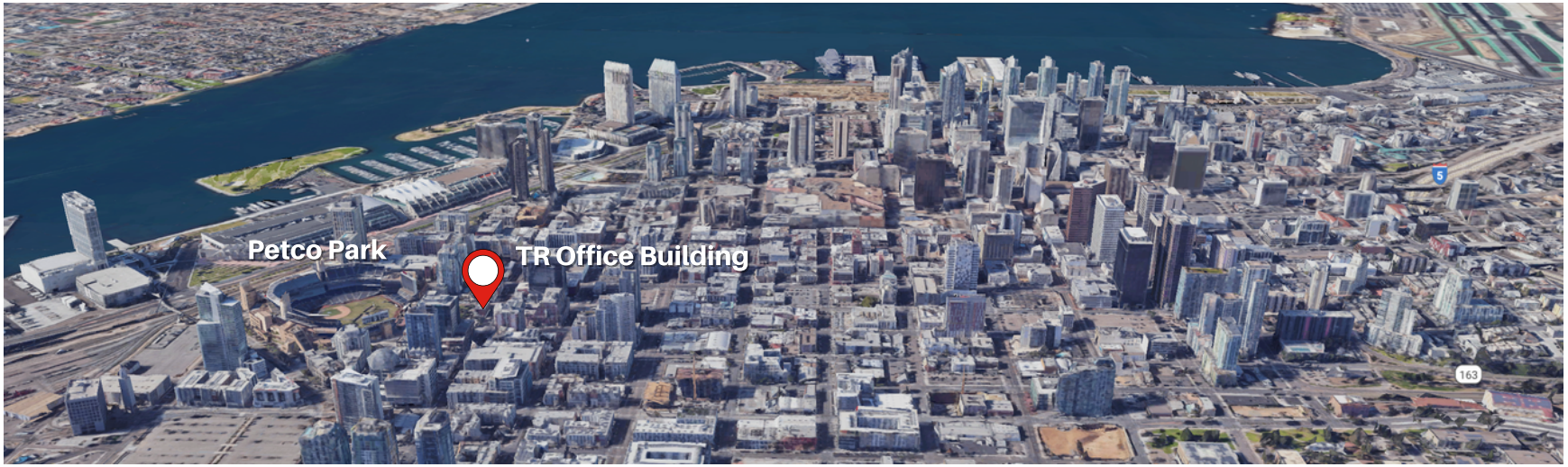
Atticus Hickok | Lic. No. 01994259
Atticus@stromcommercial.com
(619) 243-1244

STROM | COMMERCIAL

TR OFFICE BUILDING | BALLPARK DISTRICT OFFICE CONDOMINIUMS FOR SALE







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STROM | COMMERCIAL

Exhibit G

Violation of law: Credential Misassignments

From: COEassignment <COEassignment@ctc.ca.gov>
Sent: Monday, December 23, 2024 1:55 PM
To: Layle.Bojanski <Layle.Bojanski@trusd.net>; Steve.Martinez <Steve.Martinez@trusd.net>
Cc: bill.mcguire@hccts.org <bill.mcguire@hccts.org>
Subject: CalSAAS Assignment Monitoring Data for Twin Rivers Unified

Caution: This Message Is From an External Sender
Please take care when clicking links or opening attachments.
Report Suspicious

Good Afternoon Dr. Steven Martinez and Layle Bojanski,

You are being contacted as you are either the CalSAAS Designee or District Superintendent for Twin Rivers Unified School District. Assignment monitoring in the California Statewide Assignment Accountability System (CalSAAS) uses educator assignment data reported to the California Department of Education (CDE) in CALPADS, and checks for the appropriate credential required to teach the content in a K-12 setting. It is expected that a local educational agency (LEA) and its monitoring authority take necessary steps to ensure educator assignments are reported accurately in CALPADS, and any reporting errors are addressed. The number of exceptions associated to Twin Rivers Unified in CalSAAS determined to be CALPADS reporting errors has increased significantly from the 2022-23 monitoring cycle and the 2023-24 monitoring cycle. *CALPADS Errors* for Twin Rivers Unified in 2022-23: 465, and in 2023-24: 528.

A large number of these *CALPADS Errors* are from one school: Highlands Community Charter. Pursuant to Education Code §44258.9, the entity responsible for monitoring certificated educator assignments for a charter school is the school's chartering authority. As such, Twin Rivers Unified is the monitoring authority for Highlands Community Charter. In reviewing the monitoring outcomes resulting from the 2023-24 school year, it was identified that the number of assignments at Highlands Community Charter determined as CALPADS reporting errors also increased significantly from the prior monitoring cycle. *CALPADS Errors* for Highlands Community Charter in 2022-23: 199, and in 2023-24: 252. CalSAAS users for the school have indicated in the comments of the exceptions that Highlands Community Charter is an adult school, however the California Department of Education has confirmed that the school is on record as a K-12 school. Almost 90% of the exceptions determined as *CALPADS Errors* in 2023-24 had an educator in the assignment that held only an Adult Education Teaching credential, and no other teaching credential that authorizes serving as the Teacher of Record in a K-12 public school. Additionally, most of the educators with assignments determined as *CALPADS Errors* this monitoring cycle were identified with either a *CALPADS Error* or *Misassignment* in the prior cycle. Based on the information provided in the system by CalSAAS users for Highlands Community Charter and Twin Rivers Unified, it appears the reporting errors were identified in past monitoring cycles, yet assignments continued to be reported inaccurately in CALPADS the following year.

While the monitoring authority of an LEA is responsible for identifying misassignments during the monitoring cycle in CalSAAS, pursuant to Education Code §44258.9(e)(5), the Commission on Teacher Credentialing has the authority to make final determinations on monitoring outcomes. Therefore, this email serves as notice that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as *Misassigned* in the final data reported to CDE. The changes are now reflected in the reports available in the system to CalSAAS users.

Please reach out to CDE with questions related to reporting requirements for this school, and ensure accuracy in CALPADS reporting for the 2024-25 Fall 2 census data.

Assignment Monitoring Program
Commission on Teacher Credentialing

Supporting educators and stakeholders in serving California's students by upholding high standards for certification and providing excellent, timely, and accurate customer service.

The information provided in this message by the CTC is general and current as of the date of transmission. Any reliance by recipients of the information is subject to the accuracy of the initial information and facts provided by the recipient. This message contains information from the CTC that may be confidential or privileged. If you are not the intended recipients, be aware that any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited by law. If you received this message in error, please notify the sender and delete the material from any computer.

****The Commission on Teacher Credentialing (CTC) HAS MOVED!!****

All mail or in-person correspondence shall be sent to the location below:

May Lee State Office Complex
Commission on Teacher Credentialing
651 Bannon Street, Suite 600
Sacramento, CA 95811

The Commission does not accept electronic service. The Commission accepts service by mail or in person. Service must be directed to the address above, by mail or in-person.

Board of Trustees

Basim Elkarra
President

Stacey E. Bastian
Vice President

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Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

January 17, 2025

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

Re: Highlands Community Charter and Technical Schools CALPADS Reporting Errors 2023-24

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this letter is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

By email correspondence from the Commission on Teacher Credentialing ("CTC") Assignment Monitoring Program dated December 23, 2024, the District was notified that all HCCTS' exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as *Misassigned* in the final data reported to the California Department of Education ("CDE").

The CDE confirmed that HCCTS is on record as a K-12 school, not an adult school as indicated in the comments of the exceptions. Almost 90% of the exceptions determined as *CALPADS Errors* in 2023-24 had an educator in the assignment that held only an Adult Education Teaching credential, and no other teaching credential that authorizes serving as the Teacher of Record in a K-12 public school. The CTC also notes that most of the educators with assignments determined as *CALPADS Errors* this monitoring cycle were identified as either *CALPADS Errors* or *Misassigned* in the prior cycle. This indicates that assignments continue to be reported inaccurately in CALPADS.

As a result, we believe HCCTS should no longer continue staffing courses listed in CALPADS as traditional K-12 with adult education credential holders, and as the Monitoring Authority, the District presents the following options for your consideration to address CALPADS reporting errors and ensure educator assignments are reported correctly in CALPADS:

Option #1: Change the school type to Adult Education and adopt a traditional Adult Education Center program. This recommendation will allow HCCTS to retain many of its adult education teachers as long as they are assigned to courses their credential authorizes them to teach. The Charter would also not be subject to the same monitoring process through CalSAAS.

Option #2: Keep the K-12 Traditional school type and ensure staff are appropriately credentialed for the courses assigned. This recommendation will require HCCTS to staff with fully credentialed teachers as very few of its teachers hold teaching credentials that authorize K-12 public school instruction.

Information Request – Action Needed

Please provide a response indicating which of the above options, or other course of action HCCTS intends to implement and the plan outlining actionable steps and implementation timelines.

Within ten (**10) calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District.

Enclosed:
Email from CTC dated 12/23/24

cc: Twin Rivers Unified District Executive Cabinet
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

February 27, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: HCCTS CALPADS Reporting Errors 2023-24

Dear Ms. Carreon,

On January 17, 2024, HCCTS received a letter from TRUSD regarding CALPADS errors for the 2023-2024 school year, along with two proposed options for our consideration: to change the school type to Adult Education and adopt a traditional Adult Education Center program or keep the K-12 Traditional school type.

HCCTS is categorically unique. While most schools fall under one category of traditional K-12 or Adult Education, HCCTS is definitively both. HCCTS is a K-12 school that serves adult students 22 years old and older. HCCTS will continue serving adult students as outlined in the HCCS and CICA charter petitions which were approved by TRUSD.

As it pertains to teacher credentialing, HCCTS has followed the recommendations of the San Diego County Office of Education (SDCOE) and the California Commission of Teaching Credentialing (CTC).

On October 20, 2023, Nancy Mora at SDCOE sent an email to the former Executive Director of HCCTS, Murdock Smith stating that:

- Single-subject and multiple-subject credentials do not authorize teaching in an adult setting
- Adult education credentials authorize the holder to teach the subjects named on the credential in courses primarily for adults (not authorized to teach K-12)

Ms. Mora provided HCCTS with the California Commission on Teacher Credentialing requirements including the CL-697B which contains an overview of AB 1374 regarding requirements for Adult Education Teaching Credentials. As a result of this communication, HCCTS took the following actions:

- All new HCCTS teachers were required to obtain an Adult Education Teaching Credential
- All current HCCTS teachers with a sigle or multi-subject credential were required to obtain an adult education teaching credential
- HCCTS stopped reimbursing teachers for single-subject teaching credentials

HCCTS is and continues to be in compliance with AB 1374. Currently, the request by TRUSD is in direct contrast with SDCOE and CTC's requirements. If the CTC requirements for teacher credentialing change, HCCTS will comply with any new legislation that we might receive.

Attached you will find the email correspondence and the CL-697B leaflet.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Good afternoon Doc,

It was a pleasure speaking with you today about your adult education credential educators. To clarify authorizations here is a summary:

- single subject and multiple subject credentials: do not authorize teaching in an adult setting
- adult education credentials: authorize the holder to teach the subjects named on the credential in courses primarily for adults (not authorized to teach K-12)

One of the academic subjects that can be verified and listed on an adult education credential, and that most of the HCCTS candidates have, is Elementary and Secondary Basic Skills (ESBS). That subject authorizes the candidate to teach basic K-8 education, arithmetic, reading, GED, citizenship to adults.

Based on the conversation held with your reviewer and educator, it is possible that a confusion/breakdown in language or terminology caused the concern. Mr. Cooc holds a preliminary AE:ESBS (along with Social Science and English) credential so he is authorized to teach math in an adult setting.

I've attached the CTC's CL-697B leaflet, which outlines the requirements and authorizations for an adult education credential, for your reference.

Please do not hesitate to contact me if you have additional questions.

Happy Friday!

Nancy Mora
Harmony Responsibility * Consistency * Discipline * Intellection*
Credentials Technician, Teacher Effectiveness & Preparation - Human Resource Services
San Diego County Office of Education
6401 Linda Vista Road, Room 103
San Diego, CA 92111
Phone: 858.295.8791

State of California
Commission on Teacher Credentialing
1900 Capitol Avenue
Sacramento, CA 95811-4213
Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DESIGNATED SUBJECTS ADULT EDUCATION TEACHING CREDENTIALS

Introduction:

Based on AB 1374, effective January 1, 2011, Designated Subjects Adult Education Teaching Credentials may be issued to individuals who meet the requirements for either the preliminary or clear credential as outlined below. All applications must be submitted for processing through a Commission-approved program sponsor accredited under the adult education program standards approved in November 2010. The option of submitting applications through an employing school district will no longer be available for adult education credential applications with a requested issue date of January 1, 2011 or later. See the Commission website for a list of Commission-approved program sponsors.

Authorization:

The Preliminary or Clear Designated Subjects Adult Education Teaching Credential authorizes the holder to teach the subjects named on the credential in courses organized primarily for adults. In addition, the holder may serve as a substitute in courses organized primarily for adults for not more than 30 days for any one teacher during the school year. Designated Subjects Adult Education Teaching Credentials are issued to individuals who meet the requirements listed below and are recommended by a Commission-approved program sponsor.

Requirements for the Preliminary Credential:

1. Three years of experience and/or education directly related to each subject to be named on the credential. (see Terms and Definitions for information regarding the experience requirement for general subjects or the Appendix section ACADEMIC SUBJECTS THAT MAY BE LISTED ON A CREDENTIAL for information regarding the education requirement for academic subjects)
2. High school diploma requirement by one of the following methods:
   a. High school diploma
   b. Diploma based on passage of the GED Test
   c. Foreign equivalent of a high school diploma
3. Satisfy the basic skills requirement. See Commission program leaflet CL-667, entitled Basic Skills Requirement for additional information. Applicants for the Adult Credential in general subjects (see Appendix) are exempt from the basic skills requirement.
4. Verification, signed by the Commission-approved program sponsor, that the applicant has been apprised of the requirements for both the preliminary and clear credentials, including the requirements of the program of personalized preparation
5. Completed application (form 41-4)

6. Completed Live Scan receipt (41-LS), verifying fingerprints have been taken and fees have been paid, unless fingerprint clearance is already on file at the Commission
7. Application processing fee
8. Recommendation by a Commission-approved program sponsor

Requirements for the Clear Credential:

Individuals must satisfy all of the following requirements:

1. Possess a valid California Preliminary Designated Subjects Adult Education Teaching Credential (three-year or five-year)
2. Commission-approved program of personalized preparation
3. Two years of successful teaching on the basis of the Preliminary Designated Subjects Adult Education Teaching Credential in the subject(s) listed on the credential. This is defined as teaching of a minimum of one course in each of four terms within the three-year period of validity of the preliminary adult education teaching credential
4. U.S. Constitution requirement by one of the following methods:

a. Complete a course (at least two semester units or three quarter units) in the provisions and principles of the U.S. Constitution. Submit a photocopy of the course description for evaluation purposes.

b. Pass an examination in the provisions and principles of the U.S. Constitution given by a regionally-accredited college or university

5. Health education, including, but not limited to, the study of nutrition; the physiological and sociological effects of abuse of alcohol, narcotics, and drugs, and the use of tobacco. This requirement must also include training in cardiopulmonary resuscitation (CPR) that covers infant, child, and adult CPR skills.
6. Computer-based technology, including the uses of technology in educational settings
7. Completed application (form 41-4)
8. Application processing fee
9. Recommendation by a Commission-approved program sponsor

Terms and Definitions

Experience: Per Title 5, Section 80034(n), "experience" as it applies to Designated Subjects Adult Education Teaching Credentials means full-time or part-time experience directly related to the subject to be named on the credential.

Experience may be paid or not paid. No more than one year of experience shall apply toward meeting designated subjects credential requirements during any twelve calendar month period. 1000 clock hours shall be the minimum required for each year of experience. Part-time experience may be cumulated to equate to the required 1000 clock hours of experience.

Verification of experience means written confirmation of the applicant's qualifying experience, signed by the applicant's past or present employer(s) on company letterhead that attests to and/or includes all of the following:

1. Employer's name, address, and telephone number
2. The working relationship of the person signing the verification to the applicant
3. Beginning and ending dates of employment
4. Complete description of duties
5. A statement as to whether or not the employment was full-time (If employment was less than full-time, an accounting of the number of hours the applicant was employed is required.)

If the applicant was self-employed or if the applicant's experience was avocational, verification shall include a statement, signed by the applicant under penalty of perjury, detailing the information described in 1–5 above, and must be further substantiated, in writing, by other person(s) having first-hand knowledge of the applicant's self-employment or avocation, such as the applicant's accountant, major supplier of goods, or major user of goods or services.

Applicants for the Three-Year Preliminary Adult Education Teaching Credential in a general subjects area must have at least one year of actual work experience directly related to the subject to be named on the credential. At least one year of the required work experience must be within the last five years, or two years within the last ten years, immediately preceding the issuance of the preliminary credential.

One year of teaching experience earned while holding a general education teaching credential may be accepted toward the three years of experience required to qualify for the Three-Year Preliminary Adult Education Teaching Credential in a general subjects area. Also, an advanced industry certificate may be accepted for one year of the three years of experience required to qualify for the Three-Year Preliminary Adult Education Teaching Credential in a general subjects area, as determined by a Commission-approved program sponsor.

Completion of forty-eight (48) semester units of postsecondary vocational training related to the industry sector(s) named on the credential may be substituted for a maximum of two of the three years of required work experience. The course work must be verified by official transcript and may be made on a pro rata basis up to the two-year maximum.

Transition from Full-Time/Part-Time Credentials

Holders of Life or Clear Designated Subjects Adult Education Teaching Credentials issued under previous regulations may choose to either maintain their documents or transition to adult education credentials issued under the provisions of AB 1374. Due to significant changes to the program standards and structure, the holder of a Life or Clear Designated Subjects Adult Education Teaching Credential issued under previous regulations may not qualify initially for the Clear Adult Education Teaching Credential under the new program standards and may be required to first obtain the Three-Year Preliminary Adult Education Teaching Credential.

Holders of Five-Year Preliminary (Full-Time or Part-Time) Adult Education Teaching Credentials seeking to reactivate their credential must qualify for an adult education credential issued under the provisions of AB 1374 and should contact a Commission-approved program sponsor for assistance.

Reference:

Title 5, California Code of Regulations, Sections 80034, 80034.5, 80036, 80036.1, 80036.2, 80036.3, 80036.5, 80040.2, 80040.2.5, 80040.2.7, and 80567

Appendix

GENERAL SUBJECTS (NON-ACADEMIC) THAT MAY BE LISTED ON A CREDENTIAL

The program sponsor may only recommend for Designated Subjects Adult Education Teaching Credentials in subjects that fall within the categories below. Requested subjects that do not appear below will be placed within an existing subject area, where appropriate. Additional subjects may be added in time to accommodate new or emerging subjects.

Personal Development: General Subject To Be Named On The Credential

Art – includes the subject areas: Adaptive Art and Crafts (Adults with Disabilities), Arts and Crafts, Creative Arts (Older Adults), Decorative Arts, Interior Design, Performing Arts (Older Adults)

Health and Safety– includes the subject areas: Adaptive Physical Education (Adults with Disabilities), Cardiopulmonary Resuscitation, First Aid, Environmental Safety, Health Education, Health (Older Adults), Health (Adults with Disabilities), Physical Fitness (Older Adults), Nutrition, Physical Fitness/Conditioning, Safety (Older Adults), Safety Education

Family Education– includes the subject areas: Adaptive Computer Technology (Adults with Disabilities), Childbirth Education, Communication Skills, Clothing Construction, Dietetics/Food Management, Food Preparation, Family Management, Home Management, Human Development, Interior Design, Nutrition, Parent Education, Public Affairs, Self-Maintenance (Older Adults), Self-Maintenance (Adults with Disabilities)

Financial Literacy– includes the subject areas: Consumer Education Retirement Planning

Career Technical Education: General Subject To Be Named On The Credential

Agriculture and Natural Resources– includes the subject areas: Agriculture

Arts, Media, and Entertainment– includes the subject areas: Commercial Photography

Building and Construction Trades

Business and Finance– includes the subject areas: Bookkeeping and Accounting, Business Management, Financial Services, Information Processing/Keyboarding, Office Occupations, Small Business Ownership/Management

Education, Child Development, and Family Services– includes the subject areas: American Sign Language, Career Development, Language Interpreter

Energy, Environment, and Utilities

Engineering and Architecture

Fashion and Interior Design

Health Science and Medical Technology– includes the subject areas: Health Occupations, Nursing

Hospitality, Tourism, and Recreation

Information and Communication Technologies– includes the subject areas: Computer Applications, Computer Programming, Computer Systems Operations, Computer Technology

Manufacturing and Product Development– includes the subject areas: Electronics Technology, Industrial Technology, Marine Technology

Marketing, Sales, and Service– includes the subject areas: Marketing, Small Business, Ownership/Management

Public Service– includes the subject areas: Cosmetology, Court Reporting, Law Enforcement Occupations

Transportation- includes the subject areas: Aeronautics

ACADEMIC SUBJECTS THAT MAY BE LISTED ON A CREDENTIAL

The program sponsor may only recommend for Designated Subjects Adult Education Teaching Credentials in the academic subject areas below:

English as a Second Language*

* Credential holder must possess a bachelor's degree or higher completed at a regionally-accredited college or university to include a degree major, certificate, or completion of 20 semester units or 10 upper division semester units in one or any combination of the following:

Teaching English as a Second Language (TESL)

Teaching English to Speakers of Other Languages (TESOL)

Second Language Acquisition

Language other than English

Linguistics

Bilingual/Bicultural studies

Elementary and Secondary Basic Skills-(includes basic education in grades 1–8)†: Arithmetic, Reading, Individualized high school learning lab/G.E.D./contract class settings, Citizenship

† Credential holder must possess a bachelor's degree or higher completed at a regionally-accredited college or university and completion of 20 semester units with at least 3 units in four of the following six areas:

English

Mathematics

Science

Social Sciences

Fine Arts

Language other than English

Languages Other than English (specify)**

English**

Fine Arts**

Life Science, including General Science**

Mathematics**

Physical Science, incl. General Science**

Social Sciences**

** Credential holder in these areas must possess have a bachelor's or higher degree completed at a regionally-accredited college or university and completion of 20 semester units or 10 upper division semester units in the subject to be taught.

From: Gina.Carreon
To: COEassignment@ctc.ca.gov
Cc: Sharilyn.Warta; Layle.Bojanski
Subject: CalSAAS Assignment Monitoring Data for Twin Rivers Unified
Date: Thursday, March 6, 2025 8:17:50 AM
Attachments: 2025.02.27 HCCTS [redacted] Response Letter.pdf
image001.png
image002.png
image003.png
image004.png
image005.png

Good morning,

On December 23, 2024 the District received an email from COEassignment@ctc.ca.gov regarding "CalSAAS Assignment Monitoring Data for Twin Rivers Unified" specifically relating to Highlands Community Charter and Technical Schools (HCCTS). This email essentially notified us that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as Misassigned in the final data reported to the California Department of Education.

To follow-up with the CTC's December 23 email, we contacted HCCTS informing them that we are requiring them to address these errors. HCCTS is disputing the information provided in the your December 23 email. In their response, HCCTS sent us the enclosed letter and supporting documentation. It includes an email which HCCTS says was from Nancy Mora, Credentials Technician from San Diego County Office of Education. Ms. Mora provided guidance and included the CL-697B which contains an overview of AB 1374 regarding requirements for Adult Education Teaching Credentials.

Given the conflicting information provided to the District from HCCTS and Ms. Mora's interpretation of AB 1374, we are emailing to see if the CTC has any different guidance than originally provided on December 2023. We defer to the CTC as the authority to make the final determination on monitoring outcomes. This email is simply to confirm that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will still be reflected as misassignments.

Sincerely,

Gina Carreón
Gina Carreón, J.D.
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Phone: (916) 566-1600 ext.32114
Direct: (916) 566-1631
gina.carreon@trusd.net





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From: COEassignment
To: Gina.Carreon
Cc: Sharilyn.Warta; Layle.Bojanski
Subject: RE: CalSAAS Assignment Monitoring Data for Twin Rivers Unified
Date: Tuesday, March 11, 2025 8:01:14 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png

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Please take care when clicking links or opening attachments.

Report Suspicious

Good Morning Gina Carreón,

The credential required for a certificated educator assignment is dependent on the setting, subject area, and student population. Credentials issued by the Commission are designed for specific settings, for example general education, career technical education or vocational, special education, child development, adult education, etc.

- A currently issued **Single Subject** teaching credential authorizes the holder to teach the subject listed on their document in departmentalized classes in grades 12 and below, including preschool, and in classes organized primarily for adults.
- A currently issued **Multiple Subject** teaching credential authorizes the holder to teach all subjects in a self-contained class in grades 12 and below, including preschool, and in classes organized primarily for adults.
- A currently issued **Designated Subjects Adult Education** teaching credential authorizes the holder to teach the subject area listed on the document in classes organized for adults. This credential does not authorize the holder to teach general education K-12 classes.

The email from San Diego County Office of Education states that "single subject and multiple subject credentials: do not authorize teaching in an adult setting". However, that is not accurate. While the credential was not designed *only* for providing instruction in an adult setting like the Designated Subjects Adult Education teaching credential, both the Multiple Subject and Single Subject teaching credentials authorize teaching in classes for adults in the respective classroom settings as provided above. This is clarified on the Adult Education webpage on the Commission's public website.

Additionally, the email provides that the holder of a preliminary Adult Education teaching credential with Elementary and Secondary Basic Skills (ESBS) authorization is authorized to teach Math in an adult setting. However, this document authorizes the holder to teach elementary/remedial level arithmetic and reading (content designed for grades 1-8), individual high school learning lab/GED/contract class settings, and citizenship, in an adult class. It does not authorize teaching specific subject area courses, such as a higher level math class. This information can be found on the Adult Education FAQs webpage on the Commission's public website.

Both Highlands Community Charter and California Innovative Career Academy have been reporting to the California Department of Education (CDE) that the schools are traditional, K-12 schools, serving students in grades K-12. Therefore, the monitoring of certificated educator assignments reported in CALPADS for these two schools have been assessed in accordance with the requirements for all other K-12 public schools. An Adult Education teaching credential does not authorize the holder to be the teacher of record in a general education K-12 assignment, as was reported in CALPADS. The finalized assignment data submitted to CDE reflects that all assignments reported by the LEA and Twin Rivers Unified as "CALPADS Error" are instead reflected as misassignments in the final data.

Thank you,

Assignment Monitoring Program
Commission on Teacher Credentialing

Supporting educators and stakeholders in serving California's students by upholding high standards for certification and providing excellent, timely, and accurate customer service.

The information provided in this message by the CTC is general and current as of the date of transmission. Any reliance by recipients of the information is subject to the accuracy of the initial information and facts provided by the recipient. This message contains information from the CTC that may be confidential or privileged. If you are not the intended recipients, be aware that any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited by law. If you received this message in error, please notify the sender and delete the material from any computer.

From: Gina.Carreon <Gina.Carreon@trusd.net>
Sent: Thursday, March 6, 2025 8:18 AM
To: COEassignment <COEassignment@ctc.ca.gov>
Cc: Sharilyn.Warta <Sharilyn.Warta@trusd.net>; Layle.Bojanski <Layle.Bojanski@trusd.net>
Subject: CalSAAS Assignment Monitoring Data for Twin Rivers Unified

You don't often get email from gina.carreon@trusd.net. Learn why this is important

Good morning,

On December 23, 2024 the District received an email from COEassignment@ctc.ca.gov regarding "CalSAAS Assignment Monitoring Data for Twin Rivers Unified" specifically relating to Highlands Community Charter and Technical Schools (HCCTS). This email essentially notified us that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will be reflected as Misassigned in the final data reported to the California Department of Education.

To follow-up with the CTC's December 23 email, we contacted HCCTS informing them that we are requiring them to address these errors. HCCTS is disputing the information provided in the your December 23 email. In their response, HCCTS sent us the enclosed letter and supporting documentation. It includes an email which HCCTS says was from Nancy Mora, Credentials Technician from San Diego County Office of Education. Ms. Mora provided guidance and included the CL-697B which contains an overview of AB 1374 regarding requirements for Adult Education Teaching Credentials.

Given the conflicting information provided to the District from HCCTS and Ms. Mora's interpretation of AB 1374, we are emailing to see if the CTC has any different guidance than originally provided on December 2023. We defer to the CTC as the authority to make the final determination on monitoring outcomes. This email is simply to confirm that all exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle will still be reflected as misassignments.

Sincerely,

Gina Carreón
Gina Carreón, J.D.
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Phone: (916) 566-1600 ext.32114
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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 17, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/ Request for Information - Teacher Credentialing, Misassignments, Budget Reporting, and Academic Concerns TRUSD Requests regarding HCCTS' Response Dated October 24, 2024

Dear Ms. Carreon,

On February 28, 2025, HCCTS sent a letter to TRUSD to reaffirm our unique role as a K-12-funded and adult-serving institution. In our response, we provided supporting evidence that HCCTS continues to follow the teacher credentialing guidelines established by the San Diego County Office of Education (SDCOE) and the California Commission on Teacher Credentialing (CTC).

In the correspondence from Ms. Nancy Mora at SDCOE, it was clarified that HCCTS teachers must have adult education credentials. Single-subject credentials do not authorize teachers at HCCTS to teach adult students in a K-12 school. HCCTS requires all teachers to obtain the appropriate adult education teaching credentials as recommended by SDCOE and CTC.

HCCTS complies with AB 1374, and any future changes in the law-related credentialing will be met with full collaboration.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Board of Trustees

Basim Elkarra
President

Stacey E. Bastian
Vice President

Christine Jefferson
Clerk

Michael Baker
Member

Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

March 24, 2025

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

Re: CALPADS Reporting Errors 2023-24
TRUSD Reply to February 27, 2025 Response

As the authorizing entity for the Highlands Community Charter School ("HCCS") and the California Innovative Career Academy ("CICA") operated by Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with the approved Charters, the Memorandum of Understanding between the District and HCCTS regarding each Charter School's operations and oversight, and compliance with laws applicable to charter schools.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this letter is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

By email correspondence from the Commission on Teacher Credentialing ("CTC") Assignment Monitoring Program dated December 23, 2024, the District was notified that all HCCTS' exceptions identified as CALPADS reporting errors for the 2023-24 monitoring cycle would be reflected as *Misassigned* in the final data reported to the California Department of Education ("CDE"). On January 17, 2025 the District sent a notice to HCCTS outlining two options for your consideration to address CALPADS reporting errors and ensure educator assignments are reported correctly in CALPADS.

During a meeting between HCCTS and the District on February 27, 2025, HCCTS provided an 8-page response to the District's January 17 letter. Included in HCCTS' February 27 response was an email from Nancy Mora, Credential Technician, San Diego County Office of Education ("SDCOE") in which Ms. Mora stated that "single subject and multiple subject credentials: do not authorize teaching in an adult setting". The District has followed-up with the CTC and requested clarification surrounding HCCTS' credential reporting and the guidance HCCTS received from the SDCOE. Enclosed with this letter is CTC's response dated March 11, 2025, which specifically states that Ms. Mora's statement was not accurate.

While the District respects Ms. Mora's interpretation as a representative of the SDCOE, we defer to the CTC as the authority to make the final determination on credential monitoring outcomes.

On March 17, 2025 the District received a similar communication from HCCTS restating the information which was previously communicated regarding Ms. Mora from SDCOE.

As outlined in CTC's communication, HCCTS is out of compliance for both HCCS and CICA because the schools are on record with the California Department of Education ("CDE") as a traditional, K-12 school, which does not authorize an adult education teaching credential to be the teacher of record in a general education K-12 assignment. If a plan to address the compliance errors is not put into place, it may negatively impact HCCS' and CICA's standing with the District, potentially resulting in the need to take more elevated actions by the District which may include issuance of a Notice of Violation. Based on guidance we have received from the CTC, the District reiterates that we believe HCCTS should no longer continue staffing courses listed in CALPADS as traditional K-12 with adult education credential holders. As the Monitoring Authority, we request that you consider one of the options outlined below to address the CALPADS reporting errors and ensure educator assignments are reported correctly in CALPADS:

Option #1: Change the school type to Adult Education and adopt a traditional Adult Education Center program. This recommendation will allow HCCTS to retain many of its adult education teachers as long as they are assigned to courses their credential authorizes them to teach. The Charter School would also not be subject to the same monitoring process through CalSAAS.

Option #2: Keep the K-12 Traditional school type and ensure teaching staff are appropriately credentialed for the courses assigned. Options to correct a misassignment include: removing the educator from the assignment and replacing with an individual who is legally authorized, or have the educator apply for a document that authorizes the assignment, or legally authorize them via a Local Assignment Option, if applicable. This recommendation will require HCCTS to staff with fully credentialed teachers as very few of its teachers hold teaching credentials that authorize K-12 public school instruction.

Alternatively, HCCTS needs to provide the District with legal verification from CTC confirming that HCCTS' may continue staffing courses listed in CALPADS as traditional K-12 with adult education credential holders.

Information Request – Action Needed

- Provide a response indicating which of the above options, or other course of action HCCTS intends to implement and HCCTS' plan outlining actionable steps and implementation timelines.

Within ten (**10) calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above.

Sincerely,



Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District.

Enclosed:

Email from the CTC dated December 23, 2024
District Letter Dated January 17, 2025
HCCTS Reply Dated February 27, 2025
Email from the CTC dated March 11, 2025

cc: Twin Rivers Unified District Executive Cabinet
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 24, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: CALPADS Reporting Errors 2023-24 TRUSD Reply to February 27, 2025 Response

Dear Ms. Carreon,

On March 24, 2025, HCCTS received a follow-up letter from TRUSD regarding CALPADS reporting errors and the two proposed options for our school type to be selected: change the school type to Adult Education, keep the adult education credentials, and receive adult education funding or keep the traditional K-12 school type, change the credential type to single subject or multi-subject teaching credentials for all teachers, and continue to receive K-12 funding.

HCCTS is a K-12 adult-serving charter school. HCCTS leadership is actively working on the process for our teachers to obtain single-subject or multiple-subject credentials. We are also hiring new teachers who currently hold the appropriate credentials required for K-12 adult-serving schools.

On April 3, 2025, HCCTS presented to the Board of Directors the academic calendar for the 2025-2026 school year. In the proposed calendar, the school will not be in session in July, allowing HCCTS teachers to initiate this process as soon as possible before the start of the 2025-2026 academic year.

HCCTS teachers are currently submitting their official transcripts to the credentialing team at HCCTS for review and evaluation. All teachers are required to submit transcripts by April 11, 2025. HCCTS will utilize the May professional development days on May 5-6, 2025, to make progress on teacher credentialing requirements for a K-12 Adult-serving charter school.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,



Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Commission on Teacher Credentialing

651 Bannon St., Suite 601 Sacramento, CA 95811 www.ctc.ca.gov
Certification Division

DATE: March 10, 2025

TO: Dr. Steven Martinez
Superintendent, Twin Rivers Unified School District

SUBJECT: Certificated Educator Assignment Expectations

Employers have a legal obligation to appropriately assign educators in certificated positions. Pursuant to Education Code §44830, "*The governing board of a school district shall employ for positions requiring certification qualifications, only persons who possess the qualifications for those positions prescribed by law.*" Education Code §47605 provides that teachers in charter schools must hold the Commission-issued document required for the teacher's certificated assignment, and the documents must be maintained on file at the charter school as they are subject to periodic inspection by the school's chartering authority. Education Code §44258.9 provides that assignments at a charter school are monitored by the school's chartering authority. Therefore, Twin Rivers Unified School District is the entity responsible for monitoring certificated educator assignments at Highlands Community Charter, California Innovative Career Academy, and nine other charter schools. Twin Rivers Unified School District's statutory responsibilities related to certificated educator assignments, include:

- Annually monitor educator assignments in the California Statewide Assignment Accountability System (CalSAAS)
- Year-round assignment review to assure any misassignments are corrected within 30 calendar days of identification
- Provide assistance and training to charter schools to ensure employees have appropriate credentials for their certificated positions
- Address complaints related to certificated educator misassignments

The California Department of Education (CDE) website confirms that Highlands Community Charter and California Innovative Career Academy are on record as K-12 public schools. A general education course in a K-12 school requires the educator to hold a Single Subject teaching credential, or comparable document, with an authorization that aligns with the content area. A K-12 assignment in which the educator teaches all or most subjects to the same group of students requires a Multiple Subject teaching credential. A Designated Subjects Adult Education teaching credential issued by the Commission does *not* authorize providing instruction in a K-12 setting, rather it authorizes the holder to provide instruction in the subject area on the credential in courses limited to adult education programs.

Data resulting from assignment monitoring within CalSAAS for the 2023-24 school year have identified misassigned educators at charter schools under Twin Rivers' authority, who do not hold a teaching credential legally authorizing them to provide instruction in the program in

which they were reported. Twin Rivers Unified School District must address these identified misassignments by ensuring that the educator is not serving in the same assignment for the 2024-25 school year. Options to correct a misassignment include: removing the educator from the assignment and replacing with an individual who is legally authorized, or have the educator apply for a document that authorizes the assignment, or legally authorize them via a Local Assignment Option, if applicable. Twin Rivers may contact the credential analyst at Sacramento County Office of Education for guidance related to appropriately assigning educators.

Erin Skubal, Director
Certification Division

TRUSD Letter 03102025

Final Audit Report 2025-03-11

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Exhibit H

Violation of Law: WIOA Exclusive Partnership Agreement

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 28, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: NOC/RFI - CTE Truck Driving Program
TRUSD Additional Requests for Information re HCCTS' 12/20/24 Response

Dear Ms. Carreon,

On February 3, 2025, HCCTS received a notice of concern/request for information from TRUSD regarding the CTE Truck Driving Program.

On December 16, 2024, the HCCTS HR Department, in collaboration with Pat Keller, a private investigator contracted by HCCTS, began investigating the HCCTS Truck Driving Program. As part of this investigation, Jasmine Gibbs, the Director of HR, together with Mr. Keller conducted interviews with HCCTS truck driving employees, former HCCTS students, employees from Local 185 Union, the Sacramento Police Department, and others.

On March 27, 2025, HCCTS completed the investigation and prepared the following letter in response.

If you would like to discuss the report in greater detail or have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

1. **CTE Truck Driving for Non-Students**

Work Calendars
Attached you will find Mr. Ivaniuk's employment contracts, which show time and days worked for the 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 school years.

Class Schedules
Attached you will find the HCCTS bell schedules for the 2018-2019, 2019-20, 2020-21, 2021-22, and 2022-23 school years. The bell schedules utilized in the 2014-17 school years were the same ones utilized for the following two years, 2017-18 and 2018-19.

Non-Student Schedules
During the first two meetings with Sergey Ivanyuk, Truck Driving Program Coordinator, he stated that the non-students would attend class on weekends and they would stop by during the week to take tests. After further investigation, it was discovered that non-students attended the truck driving classes any time during the day. In the interview with Sergeant Nicholas Fox of the Sacramento Police Department held on February 5, 2025, he stated that: "At some point, they were told they could only come in the mornings between 6:00 AM and 8:00 AM". Mr. Fox was unaware of any officers attending the HCCTS Truck Driving Program on the weekends. Due to the number of inconsistencies in interviews and documentation, we are unable to verify the schedules of non-students.

Sergey Ivanyuk is the person responsible for managing the program and creating and keeping all of the administrative records. During the investigation, he provided many documents that were inaccurate, including data discrepancies that cannot be verified.

In response to the following requests:

> A summary of the instances where non-students "stopped by throughout the week" for tests. As part of this summary, include information about whether non-students ever scheduled the visits in advance, how they knew when Mr. Ivaniuk would be available, whether HCCTS students were ever present during these visits, and whether the visits ever took place within Mr. Ivaniuk's HCCTS work hours. **HCCTS does not have this information.**
>
> *Outline the support Mr. Ivaniuk provided to non-students to assist them in*

acquiring their license (i.e., 15 hours of "behind-the-wheel" training, study materials for road and/or written tests, instruction to prepare for the road and written tests, etc). **HCCTS does not have this information.**

Outline the process Mr. Ivaniuk followed when administering tests and include the approximate duration for these assessments. This outline should include information about assessments for pre-trip, general knowledge, drive/road, brake, and skills tests as described in the comments section of the student lesson documents provided by HCCTS. **HCCTS does not have this information.**

2. Data Discrepancies Between Students and Non-Students

On January 14, 2025, HCCTS Leadership submitted a written directive to Sergey Ivanyuk, the Truck Driving Program Coordinator, to stop serving non-students in the Truck Driving Program. While HCCTS reported the discontinuation of serving non-students effective January 6, 2025, it wasn't until January 14, 2025, that HCCTS stopped the participation of all non-students in all its programs and is only serving enrolled HCCTS students, to the best of my knowledge.

3. Partnerships and Scholarships

HCCTS alumni enrolled in the truck driving program through the Doc Smith Legacy Foundation Scholarship Program (DSLF). To start the process, alumni would submit an application to the foundation, and it would be reviewed by Mike Reid (former HCCTS Chief Operations Officer), current President of the Doc Smith Legacy Foundation and HCCTS Board member, as well as Murdock Smith (former HCCTS Executive Director). If the scholarship application was approved by Mike Reid and Doc Smith, then the DSLF agreed to cover the tuition expenses for the student. Two HCCTS alumni students were granted scholarships to attend the Truck Driving program. According to a statement by Mike Reid via email on March 13, 2025, a transfer of $3800 was made from DSLF to HCCTS for these alumni students. During an interview with Lee Farrand, Director of CTE, she stated: "To my knowledge, no money has ever been exchanged for those students."

According to our financial records and Matthew Lemos, HCCTS Chief Business Official, one fiscal exchange occurred between the DSLF and HCCTS, and it was not related to scholarships.

Partnerships and Local Union 185

On February 25, 2025, in a phone interview with Doyle Radford Jr, the Business Manager at Local 185 Union, the following work was provided to

HCCTS by Local 185 in the 2019-2020 school year:

- Pre-apprentice work, including parking lot slurry and stripping
- The Northern California Construction Training (NCCT) provided demolition work
- Over the last few years, Local 185 purchased some delineators and about $800 in tools that they donated to the HCCTS Truck Driving Program

The union then stopped providing labor to HCCTS over liability concerns in the event someone may be injured.

Please note the distinction between Doyle Radford Senior and Doyle Radford Junior. Doyle Radford Sr was a former HCCTS board member from May 8, 2014 to July 13, 2023. Doyle Radford Jr is a business manager at Local 185 and Doyle Radford Senior's son.

Partnerships and Sacramento Police Department and Sacramento County Sheriff's Office

During the investigation process, Sergey Ivanuyk, the Truck Driving Program Coordinator, stated that no fiscal exchanges occurred between HCCTS and the Police Department or the Sacramento Sheriff's Office. On February 5, 2025, in the phone interview with Sergeant Nicholas Fox from the Sacramento Police Department (SPD), Mr. Fox confirmed that nobody from the SPD paid any money to HCCTS or any HCCTS employees for the driving instructions. The following Sacramento Police Officers attended the training:

- Nicholas Fox
- Andrew Ryan
- Brock O'Shaunessy
- Tyler Curtis
- Fredrick Osmond
- Steve Colombo (Discontinued on January 10, 2025)
- Amber Hickey
- Alexis Grove: He was attending the program when the directive to stop was given

Following the review of canceled DMV checks, the investigator was able to locate a $98.00 check that had been used by Amber Hickey, a Sacramento Police Department officer, in April 2024 for her Commercial Licence Permit. A review of the DOT medical payment records showed that in July 2022, HCCTS paid for a Sacramento Sheriff's deputy's DOT medical and urine test (in the amount of $167. Sergey Ivaniuk, Truck Driving Program Coordinator, admitted he would have been the one that issued the DMV check to her and then stated: " I don't know what happened, but we never covered them."

Ivanyuk continued to say he never gave checks to law enforcement and then said, “I don’t recall why I did it. But yes. That’s me. I did it.”

The investigation into the truck driving program will conclude with disciplinary action. HCCTS has had a new MOU to be provided to the sheriff’s office and police department as other government agencies to provide services in which liability and compensation issues are resolved.

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2014.2015	Track A - Schedule A - EL Full Day	PR1	255	08:10:00	12:25:00
2014.2015	Track A - Schedule A - EL Full Day	PR3	255	12:45:00	17:00:00
2014.2015	Track A - Schedule B - EL Morning	PR1	255	08:10:00	12:25:00
2014.2015	Track A - Schedule C - EL Afternoon	PR3	255	12:45:00	17:00:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR1	120	08:10:00	10:10:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR2	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR3	120	13:00:00	15:00:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR4	120	15:00:00	17:00:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	120	13:00:00	15:00:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	120	08:10:00	10:10:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR2	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR3	120	13:00:00	15:00:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR4	120	15:00:00	17:00:00
2014.2015	Track C - Schedule D - High Level Stride	PR4	120	15:00:00	17:00:00
2014.2015	Track C - Schedule D - High Level Stride	PR5	240	17:00:00	21:00:00
2014.2015	Track D & E - Bilingual Secondary	PR1	120	08:10:00	10:10:00
2014.2015	Track D & E - Bilingual Secondary	PR1	120	13:00:00	15:00:00
2014.2015	Track D & E - Bilingual Secondary	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule A	PR1	125	08:10:00	10:15:00
2015.2016	Track A, B, C, D & E - Schedule A	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule A	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule B	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule B	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule B	PR4	125	15:05:00	17:10:00
2015.2016	Track A, B, C, D & E - Schedule C	PR1	260	08:10:00	12:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2015.2016	Track A, B, C, D & E - Schedule C	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule D	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule D	PR3	250	13:00:00	17:10:00
2015.2016	Track A, B, C, D & E - Schedule E	PR1	260	08:10:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule E	PR3	180	13:00:00	16:00:00
2015.2016	Track A, B, C, D & E - Schedule F	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule F	PR3	100	13:00:00	14:40:00
2015.2016	Track A, B, C, D & E - Schedule F	PR4	180	15:00:00	18:00:00
2015.2016	Track A, B, C, D & E - Schedule G	PR1	220	08:10:00	11:50:00
2015.2016	Track A, B, C, D & E - Schedule G	PR3	180	13:00:00	16:00:00
2015.2016	Track A, B, C, D & E - Schedule H	PR1	245	08:25:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule H	PR3	130	13:00:00	15:10:00
2015.2016	Track A, B, C, D & E - Schedule I	PR1	240	08:00:00	12:00:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2015.2016	Track A, B, C, D & E - Schedule I	PR3	140	12:15:00	14:35:00
2015.2016	Track E - Schedule J	PR1	245	08:25:00	12:30:00
2015.2016	Track E - Schedule K	PR3	245	13:00:00	17:05:00
2015.2016	Track E - Schedule L	PR5	225	17:15:00	21:00:00
2015.2016	Track E - Schedule M	PR1	240	08:00:00	12:00:00
2015.2016	Track E - Schedule N	PR5	225	17:00:00	20:45:00
2015.2016	Track E - Schedule O	PR3	225	16:00:00	19:45:00
2015.2016	Track E - Schedule P	PR1	235	08:20:00	12:15:00
2015.2016	Track E - Schedule Q	PR3	250	12:50:00	17:00:00
2015.2016	Track E - Schedule R	PR3	225	13:00:00	16:45:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR1	125	08:10:00	10:15:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR2	130	10:20:00	12:30:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR2	130	10:20:00	12:30:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR4	125	15:05:00	17:10:00
2016.2017	Schedule C - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule C - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule D - Track A, B, C, D, & E	PR1	260	08:10:00	12:30:00
2016.2017	Schedule D - Track A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule E - Track A, B, C, D, & E	PR1	210	08:30:00	12:00:00
2016.2017	Schedule E - Track A, B, C, D, & E	PR3	165	12:45:00	15:30:00
2016.2017	Schedule F - Track A, B, C, D, & E	PR1	180	09:00:00	12:00:00
2016.2017	Schedule F - Track A, B, C, D, & E	PR3	195	12:30:00	15:45:00
2016.2017	Schedule G - Track A, B, C, D, & E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule G - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00
2016.2017	Schedule H - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule H - Track A, B, C, D, & E	PR3	150	12:30:00	15:00:00
2016.2017	Schedule I - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule I - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00
2016.2017	Schedule J - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule J - Track A, B, C, D, & E	PR5	150	17:00:00	19:30:00
2016.2017	Schedule K - Track A, B, C, & E (T-F)	PR1	300	09:30:00	14:30:00
2016.2017	Schedule K - Track A, B, C, & E (T-F)	PR4	120	14:30:00	16:30:00
2016.2017	Schedule L - Track A & E (Blended Learning)	PR4	60	16:10:00	17:10:00
2016.2017	Schedule L - Track A & E (Blended Learning)	PR5	240	17:10:00	21:10:00
2016.2017	Schedule M - Track E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule N - Track E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule N - Track E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule O - Track E	PR1	240	08:00:00	12:00:00
2016.2017	Schedule P - Track E	PR5	225	17:30:00	21:15:00
2016.2017	Schedule Q - Track E	PR1	225	08:15:00	12:00:00
2016.2017	Schedule R - Track E	PR5	225	16:00:00	19:45:00
2016.2017	Schedule S - Track E	PR5	225	17:00:00	20:45:00
2016.2017	Schedule T - Track E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule U - Track E	PR3	225	13:00:00	16:45:00
2016.2017	Schedule V - Track E	PR3	225	12:45:00	16:30:00
2016.2017	Schedule W - Track E	PR3	240	12:30:00	16:30:00
2016.2017	Schedule X - Track E	PR3	245	13:00:00	17:05:00
2016.2017	Schedule Y - Track E	PR1	225	07:45:00	11:30:00
2016.2017	Schedule Z - Track E	PR3	225	12:00:00	15:45:00
2016.2017	Schedule AA - Track E	PR1	240	09:00:00	13:00:00
2016.2017	Schedule AB - Track E	PR5	240	16:30:00	20:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule AC - Track E	PR1	225	07:30:00	11:15:00
2016.2017	Schedule AD - Track E	PR3	240	11:45:00	15:45:00
2016.2017	Schedule AE - Track E	PR5	225	17:15:00	21:00:00

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

High School Completion (AM):

Regular Day Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 p.m.
Lunch	11:55 p.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.
Period 5	2:00 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:00 a.m.
Period 2	9:05 a.m. - 10:05 a.m.
Period 3	10:10 a.m. - 11:10 p.m.
Lunch	11:10 p.m. - 11:55 p.m.
Period 4	11:55 p.m. - 12:55 p.m.
Period 5	1:00 p.m. - 2:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

English Language Development:

Regular Day Schedule

AM Classes	8:25 a.m. - 12:25 p.m.
Lunch	12:25 p.m. - 1:00 p.m.
AFT Classes	1:00 p.m. - 5:00 p.m.
PM Classes	5:00 p.m. - 9:00 p.m.

Thursday Early Dismissal Schedule

AM Classes	8:25 a.m. - 11:40 a.m.
Lunch	11:40 a.m. -12:15 p.m.
AFT Classes	12:15 p.m. - 3:40 p.m.
PM Classes	5:35 p.m. - 9:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

High School Completion (PM):

Regular Day Schedule

Period 1	5:00 p.m. - 6:10 p.m.
Period 2	6:15 p.m. - 7:25 p.m.
Break	7:25 p.m. - 7:35 p.m.
Period 3	7:35 p.m. - 8:45 p.m.
Period 4	8:50 p.m. - 10:00 p.m.

Thursday Early Dismissal Schedule

Period 1	5:35 p.m. - 6:35 p.m.
Period 2	6:40 p.m. - 7:40 p.m.
Break	7:40 p.m. - 7:50 p.m.
Period 3	7:50 p.m. - 8:50 p.m.
Period 4	8:55 p.m. - 10:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2020-2021

High School Completion (AM):

Regular Day Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 p.m.
Lunch	11:55 p.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.
Period 5	2:00 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:00 a.m.
Period 2	9:05 a.m. - 10:05 a.m.
Period 3	10:10 a.m. - 11:10 p.m.
Lunch	11:10 p.m. - 11:55 p.m.
Period 4	11:55 p.m. - 12:55 p.m.
Period 5	1:00 p.m. - 2:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2020-21

English Language Development:

Regular Day Schedule

AM Classes	8:25 a.m. - 12:25 p.m.
Lunch	12:25 p.m. - 1:00 p.m.
AFT Classes	1:00 p.m. - 5:00 p.m.
PM Classes	5:00 p.m. - 9:00 p.m.

Thursday Early Dismissal Schedule

AM Classes	8:25 a.m. - 11:40 a.m.
Lunch	11:40 a.m. -12:15 p.m.
AFT Classes	12:15 p.m. - 3:40 p.m.
PM Classes	5:35 p.m. - 9:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2021-22

AM Regular Day Schedule

Period 1	8:00 a.m. - 9:35 a.m.
Period 2	9:40 a.m. - 11:15 a.m.
Period 3	11:20 a.m. - 12:55 p.m.
Lunch	12:55 p.m. - 1:40 p.m.
Period 4	1:40 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 a.m.
Lunch	11:55 a.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.

PM Schedule

Period 1	4:30 p.m. - 6:15 p.m.
Period 2	6:15 p.m. - 8:00 p.m.
Break	8:00 p.m. - 8:10 p.m.
Period 3	8:10 p.m. - 10:05 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Alternate Schedules

Period 1	3:00 p.m. - 4:45 p.m.
Period 2	4:45 p.m. - 6:30 p.m.
Break	6:30 p.m. - 6:40 p.m.
Period 3	6:40 p.m. - 8:35 p.m.

Period 1	3:30 p.m. - 5:15 p.m.
Period 2	5:15 p.m. - 7:00 p.m.
Break	7:00 p.m. - 7:10 p.m.
Period 3	7:10 p.m. - 9:05 p.m.

Period 1	4:00 p.m. - 5:45 p.m.
Period 2	5:45 p.m. - 5:30 p.m.
Break	5:30 p.m. - 7:40 p.m.
Period 3	7:40 p.m. - 9:35 p.m.

HIGHLANDS COMMUNITY CHARTER SCHOOL

Bell Schedule: 2022-23

AM Regular Day Schedule

Period 1	8:30 a.m. - 10:43 a.m.
Period 2	10:47 a.m. - 1:00 p.m.
Lunch	1:00 p.m. - 1:30 p.m.
Period 3	1:30 p.m. - 3:43 p.m.

Thursday AM Early Dismissal Schedule

Period 1	8:30 a.m. - 10:10 a.m.
Period 2	10:15 a.m. - 11:55 a.m.
Lunch	11:55 a.m. - 12:25 p.m.
Period 3	12:25 p.m. - 2:05 p.m.

AFT Regular Day Schedule

Period 3	12:00 p.m. - 2:13 p.m.
Period 4	2:17 p.m. - 4:30 p.m.
Lunch	4:30 p.m. - 5:00 p.m.
Period 5	5:00 p.m. - 7:13 p.m.

(**AFT Schedule Follows Either AM Early Dismissal or PM Schedule B on Thursdays)

HIGHLANDS COMMUNITY CHARTER SCHOOL

PM Schedule A

Period 5	3:00 p.m. - 5:25 p.m.
Break	5:25 p.m. - 5:35 p.m.
Period 6	5:35 p.m. - 8:00 p.m.

(**PM Schedule A Follows PM Schedule B on Thursdays)

PM Schedule B

Period 5	4:30 p.m. - 6:55 p.m.
Break	6:55 p.m. - 7:05 p.m.
Period 6	7:05 p.m. - 9:30 p.m.

PM Schedule C

Period 5	5:00 p.m. - 7:25 p.m.
Break	7:25 p.m. - 7:35 p.m.
Period 6	7:35 p.m. - 10:00 p.m.

Highlands Community Charter School

2018-2019 School Calendar

July 2018						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
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29	30	31				

August 2018						
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September 2018						
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October 2018						
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November 2018						
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December 2018						
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January 2019						
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27	28	29	30	31		

February 2019						
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March 2019						
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April 2019						
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May 2019						
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June 2019						
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23	24	25	26	27	28	29
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Color Code: **First/Last Day of School** **Teacher Work Day/Non Student Day** **Holidays/No School** **No School**

Important Dates and School Holidays

July 9th	First Day of School (Track A and D)	Dec 24th-Jan 4th	Winter Break
Aug 9th – 10th	Teacher Work Day/No School	Feb 15th & 19th	Teacher Days
Aug 13th	First Day of Track B	Feb 18th	President's Day
Sept 3rd	Labor Day	Apr 15th-19th	Spring Break
Sept 10th	First Day of Track C	May 6th – 8th	Teacher Work Days
Nov 12th	Veteran's Day	May 27th	Memorial Day
Nov19-23	Thanksgiving Break	June 28th	Last Day of School
Dec 14th	Teacher Work Day		

Grading Periods

July 9th – Sept 7th / Sept 10th – Nov 16th / Nov 26th – Feb 8th / Feb 11th – Apr 12th

Highlands Community Charter School

2019-2020 School Calendar

July 2019

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

August 2019

Su	M	Tu	W	Th	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
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September 2019

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October 2019

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27	28	29	30	31		

November 2019

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December 2019

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January 2020

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February 2020

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March 2020

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22	23	24	25	26	27	28
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April 2020

Su	M	Tu	W	Th	F	S
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26	27	28	29	30		

May 2020

Su	M	Tu	W	Th	F	S
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24	25	26	27	28	29	30
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June 2020

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21	22	23	24	25	26	27
28	29	30				

Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School**

Important Dates and School Holidays

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

Grading Periods

July 8th - Sept 7th / Sept 10th - Nov 15th / Nov 18th - Feb 7th / Feb 10th - Apr 17th / Apr 20th - June 30th

Revised 11-21-18

Highlands Community Charter School

2020-2021 Academic School Calendar

July 2020

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

August 2020

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23	24	25	26	27	28	29
30	31					

September 2020

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20	21	22	23	24	25	26
27	28	29	30			

October 2020

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020

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22	23	24	25	26	27	28
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December 2020

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27	28	29	30	31		

January 2021

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24	25	26	27	28	29	30
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February 2021

Su	M	Tu	W	Th	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021

Su	M	Tu	W	Th	F	S
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7	8	9	10	11	12	13
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21	22	23	24	25	26	27
28	29	30	31			

April 2021

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25	26	27	28	29	30	

May 2021

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June 2021

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Color Code: First/Last Day of School | Teacher Work Day/No School | Holidays/No School | No School | End of Term

Important Dates and School Holidays

July 1st – July 3rd	Summer Break	Jan 18th	MLK Day
July 6th	First Day of School	Feb 15th	Presidents' Day
Aug 5th-7th	Staff Development Days	Feb 16th	Staff Development Day
Sept 7th	Labor Day	Mar 29th-Apr 2nd	Spring Break
Nov 11th	Veterans' Day	May 3rd-5th	Staff Development Days
Nov 23rd-27th	Thanksgiving Break	May 31st	Memorial Day
Dec 18th	Staff Development Day	June 25th	Last Day of School
Dec 21st - Jan 1st	Winter Break		

Grading Periods

July 6th – October 23rd / October 26th – February 26th / March 1st – June 18th

Revised 11-20-19

Highlands Community Charter & Technical Schools

2021-2022 Academic School Calendar

210 Work Calendar

July 2021

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

August 2021

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021

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October 2021

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November 2021

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December 2021

Su	M	Tu	W	Th	F	S
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12	13	14	15	16	17	18
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26	27	28	29	30	31	

January 2022

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February 2022

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27	28					

March 2022

Su	M	Tu	W	Th	F	S
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27	28	29	30	31		

April 2022

Su	M	Tu	W	Th	F	S
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May 2022

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June 2022

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26	27	28	29	30		

Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School** **End of Term**

Important Dates and School Holidays

July 1st – 9th	Summer Break	Dec 20th – Dec 31st	Winter Break
Aug 12th – 13th	Staff Development Days	Jan 17th	MLK Day
Sept 6th	Labor Day	Feb 21st	Presidents Day
Nov 11th	Veterans Day	Apr 11th – 15th	Spring Break
Nov 22nd – 26th	Thanksgiving Break	May 9th – 11th	Staff Development Days
Dec 17th	Staff Development Day	May 30th	Memorial Day

Grading Periods

July 12th – October 22nd / October 25th – February 25th / February 28th – June 17th

Highlands Community Charter & Technical Schools

2022-2023 Academic School Calendar

209 Work Calendar

July 2022						
Su	M	Tu	W	Th	F	S
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10	11	12	13	14	15	16
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August 2022						
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September 2022						
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October 2022						
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November 2022						
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December 2022						
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January 2023						
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February 2023						
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March 2023						
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April 2023						
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May 2023						
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June 2023						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School**

Important Dates and School Holidays

July 4th - 8th	Summer Break
Aug 11th - 12th	Staff Development Days
Sept 5th	Labor Day
Nov 11th	Veterans Day
Nov 21st - 25th	Thanksgiving Break
Dec 26th - Jan 6th	Winter Break
Jan 16th	Martin Luther King Jr. Day
Feb 20th	Presidents Day
Apr 17th - 21st	Spring Break
May 8th - 10th	Staff Development Days
May 29th	Memorial Day
June 19th	Juneteenth

Certificated Paid 198 Work Days
Classified Paid 198 Work Days and 11 Holidays

Highland Community Charter School **Adopted:**

Job Description: CTE TEACHER - HEAVY-DUTY TRUCK, BUS, OSHA FORKLIFT

BASIC FUNCTION

Under direction of the Principal and Coordinator of Career and Technical Education, the Teacher will instruct and provide related services to adult students attending the HCCS Heavy-Duty Truck Driving, Bus and OSHA Forklift program.

MAJOR DUTIES AND RESPONSIBILITIES (may include, but not limited to the following)

- Provides learning experiences in the correct operation of heavy-duty trucks, buses, and forklifts utilizing the course of study adopted by the Board of Directors.
- In keeping with HCCS and State of California guidelines, conducts hands-on training with large and small groups and individual adult learners.
- Adapts training methods to the needs of adult learners with diverse cultural backgrounds and varying intellectual abilities and attitudes.
- Develops and uses a variety of instructional materials suitable for verbal, visual, and hands-on instruction of adult learners with a wide range of mental, physical, and emotional maturities.
- Establishes and maintains standards of student behavior needed to achieve effective participation in all activities.
- Evaluates achievement of students and keeps appropriate records.
- Identifies students' needs and cooperates with other professional staff members in assessing and helping students solve health, attitude and learning problems.
- Maintains professional competence through participation in in-service education activities provided by the district and/or self-selected professional growth activities.
- Prepares materials for classroom use.
- May select and requisition books, instructional materials and supplies.
- Enters attendance in a timely manner and maintains other accounting records and business services as required.
- Attends staff meetings and participates in faculty committees as needed.
- Participates in curriculum and other development of CTE programs within the school and or outside sources.
- Performs other related duties as required.

QUALIFICATIONS

Ability to:

(Consideration will be given to reasonable accommodation for the following physical requirements):

- Sufficient vision to read printed materials.
- Sufficient hearing to conduct in person and telephone conversations.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone, and when addressing large and small groups.
- Skill in working with adult learners.
- Sufficient mobility to move about the school from one site to another.
- Ability to maintain open communication and encourage questions and problem solving.
- Ability to establish and maintain cooperative working relationships.

Highland Community Charter School

Adopted:

EXPERIENCE & EDUCATION

Current Class “A” and Class B driver’s license
Three years of driving experience as a Class “A” Driver

CREDENTIAL

Teachers must have an appropriate California teaching credential to teach primarily adults the designated trade, technical, or vocational subject assigned to them, which may include, but is not limited to, an appropriate Career Technical Education credential, Adult Career Technical Education credential, Vocational credential, or Adult Vocational credential. Per California Education Code Section 47605(l), as a noncore, non-college preparatory instructor, flexibility may be given regarding credentialing.

WORKING CONDITIONS

Environment:

The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. This position will include office and school environments.

Physical Abilities:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee must be able to;

- Ability to perform the various physical tasks included in the instructional program;
- Hearing and vision, with correction, within normal range;
- Sufficient stamina to remain active and energetic throughout the training day;
- Ability to lift/carry/move equipment and furniture up to 50 lbs. in weight;
- Freedom from any disability that would limit or impair performance of the teaching duties and responsibilities required of this position.

Hazards:

None identified.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

TO: **Sergey Ivanyuk** **Via: Mail, hand delivery**

CTE Teacher

FROM: **Murdock Smith**
Executive Director

DATE: **May 8, 2019**

SUBJECT: Notification of Reasonable Assurance – Certificated Employee

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in the next school year 2019-20 after the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

Karen Hall – Human Resources Analyst

Employee Signature Acknowledging Receipt

HIGHLANDS
COMMUNITY CHARTER SCHOOL
MAY 20 2019
HUMAN RESOURCES
RECEIVED

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & Sergey Ivanyuk

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("District"). The Board desires to hire employees who will assist HCCS in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of HCCS, and the employee signing below expressly recognizes that he/she is being employed by HCCS and not the District.

3. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. HCCS shall be deemed the exclusive public school employer of the employees at HCCS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of CTE CTC Teacher at Highlands. The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**: 2018 - 19 School Year

The minimum on-site obligations for this position shall generally be Monday through Friday, 8 hours a day 230 calendar, row D. Step 11. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The annual compensation for this position shall be $78,052, to be paid twice monthly, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by HCCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by HCCS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with HCCS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and HCCS's Employee Handbook, which HCCS may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6.14.18

HCCS Approval:

Date: 6/28/2018

P.P. Veronica Irving, Murdock Smith
Murdock Smith, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

TO: **Sergey Ivanyuk**
CTE Teacher

Via: Hand delivery

FROM: **Murdock Smith**
Executive Director

DATE: **May 7, 2018**

SUBJECT: **Notification of Reasonable Assurance -- Certificated Employee**

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in 2018-19 the next school year. After the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

School Representative Signature

Employee Signature Acknowledging Receipt

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [CTE Teacher]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of [$55,682.0] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

update 1/26/2017

Employee Signature: _____ Date: 12.6.16

Address: [redacted]

Telephone: [redacted]

HCCS Approval:

Dated: 12-7-16

[MURDOCK SMITH, EXECUTIVE DIRECTOR]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & Sergey Ivanyuk

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("District"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter, as well as assisting HCCS in implementing its purposes, policies, and procedures. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. .

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of HCCS, and the employee signing below expressly recognizes that he/she is being employed by HCCS and not the District.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [CTE Teacher]. The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. The Employee understands that in light of the HCCS's size and limitations on availability of funds and personnel, HCCS must be flexible and administration may at times make assignments that are in addition to those

expressly described in this Agreement and the job specification. Accordingly, the Employee's duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The work schedule for 2017-2018, this positon shall be full-time Monday- Friday 8:00 am to 4:30 pm, 230 works schedule step 1 row B starting on July 10, 2017 and ending June 29, 2018. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The Employee will receive a gross base salary of $55,684.00 per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Performance Evaulation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and

modified by HCCS. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she presents no risk factors for tuberculosis, or if risk factors were identified, the Employee was found to be free from active tuberculosis. Both clearances must be in place prior to the first day of service.

10. **Confidentiality**

The Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. The Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

11. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall

not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

12. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

Nothing in any manual of handbook (including the HCCS Employee Handbook), HCCS policy, whether written or oral, or practice of HCCS, shall provide Employee with any right or benefit which in any way limits, HCCS rights and authority as set out in this section. To the extent that a conflict is claimed to exist, this section controls.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of

the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6/22/17

Address: [redacted]

Telephone: [redacted]

HCCS Approval:

Dated: 7/7/17

_____
Murdock Smith, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

To: Sergey Ivanyuk — Via: Hand Delivery

From: Murdock Smith, Executive Director
Highlands Community Charter School

Please Sign and Return By
May 26,2017
To Veronica King.

Date: May 15, 2017

Subject: **Notice of Reasonable Assurance**

Highlands Community Charter School (Highlands) hereby notifies you that you have reasonable assurance of returning to work in the 2017-2018 school year as a CTE Instructor. Your return date will depend on your teaching calendar. During the regular recess periods for your position, there will be no need for your services, unless you are notified in writing.

As a reminder, all positions are employed on an at-will basis with Highlands unless otherwise expressly stated by agreement. As such, employment may be terminated at any time, with or without cause or advance notice by the employee or Highlands. As you are employed in an at-will position, receipt of this notice shall not alter or impair in any way the at-will nature of your employment with Highlands.

Nevertheless, Highlands is required by the Unemployment Insurance Code to inform you that you may file an unemployment insurance claim. If you choose to file a claim, your entitlement to benefits will be determined by the Employment Development Department and not by Highlands.

If you are not offered an opportunity to perform services in the next academic term, you may be entitled to unemployment insurance benefits, retroactive to the date you filed an initial claim, subject to the following conditions: 1) you are otherwise eligible for benefits; 2) you filed a claim for each week benefits are claimed; and 3) if a claim for retroactive benefits is made within thirty (30) days after the start of the next academic year.

Please feel free to contact me should you have any questions.

Murdock Smith, Executive Director
Highlands Community Charter School

Employee Signature

This form needs to be returned to this office by June 1, 2017 or we will assume you are not planning to return to Highlands for the 2017 – 18 school year.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [Para Educator]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of [$55,682.0] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 12.6.16

Address: [redacted]

Telephone: [redacted]

HCCS Approval:

Dated: 12-7-16

[MURDOCK SMITH, EXECUTIVE DIRECTOR]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [TEACHER]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of $[55,682.00] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Sujey I Date: 8/23/2016

Address: [redacted]

Telephone: [redacted]

Dated: 8/11/16

[NAME, TITLE]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

SCANNED
JUN 24 2016

HIGHLANDS COMMUNITY CHARTER SCHOOL
1333 GRAND AVENUE, BUILDING B
PO BOX 38924
SACRAMENTO, CA 95838
(916) 844-2283

MEMORANDUM

TO: **Sergey Ivanyuk**
Classified Staff

Via: Hand Delivery or Certified Mail

FROM: **Murdock Smith**
Executive Director

DATE: **May 13, 2016**

SUBJECT: Notification of Reasonable Assurance

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in the next school year, which begins on July 01, 2016, after the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

We are required by the Unemployment Insurance (UI) Code to inform you that you may file a UI claim. If you choose to file a claim, your entitlement to benefits will be determined by the Employment Development Department (EDD) and not by the school or its unemployment claims administrator. If after the summer recess period, you are not offered an opportunity to perform services in the next academic year/term, you may be entitled to UI benefits retroactive to the date you filed an initial claim, if you file a claim for retroactive benefits within 30 days after the start of the next academic year/term, if you filed a claim for each week benefits are claimed, and if you are otherwise eligible.

Murdock Smith, Executive Director
Highlands Community Charter School

Employee Signature

CLASSIFIED FIXED TERM EMPLOYMENT AGREEMENT

Between

HIGHLANDS COMMUNITY CHARTER SCHOOL

And

Sergey Ivanyuk

Hire Date: August 4, 2014

Status: Regular

This EMPLOYMENT AGREEMENT is entered into this 10th day of June 2015, by and between the Board of Directors of Highlands Community Charter School (hereinafter referred to as the "HCCTS"), and Sergey Ivanyuk (hereinafter referred to as the "EMPLOYEE"). HCCTS and EMPLOYEE are collectively referred to as the "parties."

HCCTS desires to employ EMPLOYEE as an Instructional Para – CTE (Truck Driving) at HCCTS under the following terms and conditions:

1. **RECITALS:**

   a. HCCTS has been established and operates pursuant to The Charter Schools Act of 1992, Education Code section 47600, et seq. HCCTS was approved by the Governing Board of the Paradise Unified School District in July 2005. A copy of HCCTS's charter is available for review.

   b. HCCTS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCTS and not TRUSD. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Directors of HCCTS.

   c. Pursuant to Education Code section 47610, HCCTS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCTS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

   d. HCCTS desires to hire EMPLOYEE to assist HCCTS in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on July 1, 2015 and shall end on June 30, 2016.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Instructional Para – CTE (Truck Driving)

A copy of the job specification for the position of Instructional Para – CTE (Truck Driving) is available from the School Secretary. These duties may be amended from time to time in the sole discretion of HCCTS.

b. (X) Full-time – 200 Days – Monday through Friday, 8:20 a.m. until 4:50 p.m./As assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of HCCTS's size and limitations on availability of funds and personnel, HCCTS must be flexible and HCCTS may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification.

4. **COMPENSATION AND BENEFITS:**

a. **Wages:** Compensation shall be $23.68 per hour less statutory and other authorized deductions.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of HCCTS in the same classification, workday, and work year. Benefit levels may change without notice during the contract term as determined by the Board of Directors of HCCTS.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of HCCTS and the Board of Directors of HCCTS. Said laws, rules and regulations may change from time to time without notice to the EMPLOYEE and are hereby made a part of the terms and conditions of this contract as though herein set forth.

6. **EVALUATION:**

The Principal or designee of HCCTS shall evaluate and assess in writing the

performance of the EMPLOYEE as specified in HCCTS personnel policies. A failure to evaluate the EMPLOYEE shall not prevent HCCTS from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for cause, of the HCCTS Board of Directors and the EMPLOYEE upon written AGREEMENT.

b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Directors of HCCTS, at any time for cause. "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification. HCCTS shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of HCCTS to review the recommendation for discipline or termination. The conference with the Board of Directors of HCCTS shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. **Early Termination Without Cause:** The Board of Directors of HCCTS may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination and the remainder of his/her salary for the term of this AGREEMENT or the equivalent in salary representative of a period of one (1) calendar month(s) following the effective date of termination, whichever is less.

d. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of HCCTS, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, HCCTS may terminate this AGREEMENT.

8. **NONRENEWAL OF CONTRACT:**

The Board of Directors of HCCTS may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of HCCTS Principal, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCTS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;

b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or

c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.

c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Directors of HCCTS and the employee.

d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.

e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with HCCTS on the terms specified herein.

2. All information I have provided to HCCTS related to my employment is true and accurate.

3. A copy of the job specification and the school charter are available from the School Secretary.

4. This is the entire AGREEMENT between HCCTS and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: _____ Date: 6·1·15

Address: [redacted]

Telephone: [redacted] Social Security Number: [redacted]

CHARTER SCHOOL APPROVAL:

Dated: 6/18/15

Kirk Williams, Principal

Mike Brunelle, Board President

This Employment AGREEMENT is subject to ratification and approval by the Board of Directors of HCCTS.

CLASSIFIED FIXED TERM EMPLOYMENT AGREEMENT

Between

HIGHLANDS COMMUNITY CHARTER SCHOOL

And

Sergey Ivanyuk

Hire Date: August 11, 2014 Status: Probationary

This EMPLOYMENT AGREEMENT is entered into this eleventh day of August 2014, by and between the Board of Directors of Highlands Community Charter School (hereinafter referred to as the "HCCS"), and Sergey Ivanyuk (hereinafter referred to as the "EMPLOYEE"). HCCS and EMPLOYEE are collectively referred to as the "parties."

HCCS desires to employ EMPLOYEE as an Instructional Paraeducator at HCCS under the following terms and conditions:

1. **RECITALS:**

a. HCCS has been established and operates pursuant to Charter Schools Act of 1992, Education Code section 47600, et seq. HCCS was approved by the Governing Board of the Paradise Unified School District in July 2005. A copy of HCCS's charter is available for review.

b. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Directors of HCCS.

c. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

d. HCCS desires to hire EMPLOYEE to assist HCCS in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on August 11, 2014 and shall end on June 1, 2015.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Instructional Paraeducator – CTE (Truck Driving)

A copy of the job specification for the position of Instructional Paraeducator is available from the School Secretary. These duties may be amended from time to time in the sole discretion of HCCS.

b. (X) Full-time – 200 Day

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of HCCS's size and limitations on availability of funds and personnel, HCCS must be flexible and HCCS may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification.

4. **COMPENSATION AND BENEFITS:**

a. **Wages:** Compensation shall be $23.68 hour less statutory and other authorized deductions.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year. Benefit levels may change without notice during the contract term as determined by the Board of Directors of HCCS.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of HCCS and the Board of Directors of HCCS. Said laws, rules and regulations may change from time to time without notice to the EMPLOYEE and are hereby made a part of the terms and conditions of this contract as though herein set forth.

6. **EVALUATION:**

The Principal or designee of HCCS shall evaluate and assess in writing the performance of the EMPLOYEE as specified in HCCS personnel policies. A failure to evaluate the EMPLOYEE shall not prevent HCCS from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for cause, of the HCCS Board of Directors and the EMPLOYEE upon written AGREEMENT.

b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Directors of HCCS, at any time for cause. "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification. HCCS shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of HCCS to review the recommendation for discipline or termination. The conference with the Board of Directors of HCCS shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. **Early Termination Without Cause:** The Board of Directors of HCCS may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination and the remainder of his/her salary for the term of this AGREEMENT or the equivalent in salary representative of a period of one (1) calendar month(s) following the effective date of termination, whichever is less.

d. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of HCCS, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, HCCS may terminate this AGREEMENT.

e. **Probationary Period:** Highlands Community Charter School and the employee agree to a 1-year probationary period beginning on the first date of hire.

1. As a new employee, you shall be on probation for a period of 1 year commencing on your first day of work. Your conversion to "permanent status" shall be primarily conditioned and dependent upon your satisfactory service and performance of the work assigned to you and is within the exclusive discretion of the Board of Directors and its designees to determine whether or not such service is satisfactorily performed and on your having passed probation.
2. HCCS likewise reserves the rights to terminate your probationary employment even prior to the expiration of your probation period, for any of the just and authorized causes provided by existing law or for having failed to satisfactorily meet and comply with the standards associated with dependability, trustworthiness, efficiency, initiative, attitude towards work/the public/the company, its officers and co-employees, cooperation, student/vendor response, judgment, punctuality, quality/quantity of work, educability, articulateness or professionalism.
3. The employee is required to comply with all the existing rules, regulations and policies of HCCS as well as those which may hereafter be issued, including but not limited to those governing order and discipline, honesty, safety and security, work assignments, and standard operating procedures, use of HCCS properties and access to matters of confidentiality, and such other rules deemed necessary in the conduct of business.
4. The employee will be provided with a written evaluation of job performance upon completion of the probationary period.

8. NONRENEWAL OF CONTRACT:

The Board of Directors of HCCS may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of HCCS Principal, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;

b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or

c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.

c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Directors of HCCS and the employee.

d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.

e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job specification and the school charter are available from the School Secretary.

4. This is the entire AGREEMENT between HCCS and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: _____ Date: 9.4.14

Address: [redacted]

Telephone: [redacted] Social Security Number: [redacted]

CHARTER SCHOOL APPROVAL:

Dated: 9/4/14

_____
Kirk Williams, Principal

_____
Mike Brunelle, Board President

This Employment AGREEMENT is subject to ratification and approval by the Board of Directors of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between Highlands Community Charter School (HCCS) and **Sergey Ivanyuk**

PURPOSE: The purpose of this M.O.U. is to enable HCCS and **Sergey Ivanyuk** to provide instructional leadership and serve as a support for teachers and paraeducators, in order that they may assist in the building of positive, productive school environments, under the guidance of the Director of Instruction and Professional Learning and the Director of Curriculum and Program Development. Lead teachers are professionals who have demonstrated excellent teaching and leadership skills. They draw upon their teaching experience to serve as expert resources, mentors, or counselors for teachers and paraeducators and provide input and assistance in the forming of a student-centered learning environment that meets and exceeds the State Core Curriculum Content Standards, following the approved curricula and directives of the school.

AUTHORITY: This M.O.U. is entered into by and between the parties in exercise of the authority set forth in the **Lead Teacher Job Classification and Description.**

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for the full period of the **2021-2022 academic year.**

NON-DISCRIMINATION:

As applicable, both **Sergey Ivanyuk** and HCCS agree not to discriminate in the selection, acceptance, or treatment of any student or representative of either party pursuant to this M.O.U. because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or other requirements of this M.O.U.

SCOPE OF SERVICES:

A. HCCS shall **pay a $2500 stipend bi-annually as an additional duty extension to a teacher's basic job description, provided in their original Employment Agreement. This compensation is in addition to the teacher's basic salary as outlined in their Employment Agreement**.

B. The **Lead Teacher, Sergey Ivanyuk,** shall provide the following services to Highlands Community Charter School:

1. Promote high standards and expectations for all students and staff for academic performance and responsibility for behavior. Assist with various academic projects, measurable outcomes, and compliance reporting for the purposes of promoting the overall objectives of the school.
2. Assist in the development and implementation of standards based curriculum by:
    a. Assist in the curriculum norming of new teachers as directed by the Academic Program Coordinators.
    b. Assist the Academic Program Coordinators with content and departmentally aligned planning and development of standards-based teaching materials to deliver curriculum both virtually and in the classroom.
    c. Develop and lead curriculum development activities and teams.
    d. Collaborate with other Lead Teachers to develop relevant cross-curricular materials.
3. Assist in the development and implementation of staff professional development by:
    a. Assist in the orientation of new teachers as directed by the Academic Program Coordinators.
    b. Assist the Academic Program Coordinators with content and departmentally aligned planning and development of standards-based instruction, plans and strategies to deliver instruction both virtually and in the classroom.
    c. Develop and lead professional development activities and teams.
    d. Collaborate with other Lead Teachers to develop relevant cross-curricular professional development.
    e. Organize and coordinate opportunities for peer observations.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

FINANCIAL OBLIGATIONS:

Under the terms of this agreement, HCCS agrees to pay Sergey Ivanyuk a $2500 bi-annual stipend, totaling $5000 for the entire academic year, to be paid in December and in July:

ENTIRE AGREEMENT:

This M.O.U. represents the entire and integrated agreement between HCCS and **Sergey Ivanyuk,** and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter of this M.O.U. This M.O.U. may not be modified, changed, supplemented or terminated, nor may any obligations under this M.O.U. be waived or amended, except by written instrument signed by the duly authorized representatives of HCCS.

SEVERABILITY:

Should any term or provision of this M.O.U. be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this M.O.U. shall be valid and enforced as written to the full extent permitted by law.

CALIFORNIA LAW:

This M.O.U. shall be constructed in accordance with and governed by the laws and decisions of the County of Sacramento and the State of California.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, HCCS and **Sergey Ivanyuk** have executed this M.O.U. as of the date first above written.

HIGHLANDS COMMUNITY CHARTER SCHOOL

Executive Director

Murdock Smith
Printed Name

Executive Director
Title

06/03/21
Date

Lead Teacher

Sergey Ivanyuk
Printed Name

CTE Teacher
Title

6.9.21
Date

Director of Curriculum and Program Development

Niccole Scroggins
Printed Name

Director of Curriculum & Prog. Dev.
Title

06/03/21
Date

Director of Instruction and Professional Learning

Katrina Tupper
Printed Name

Director of Inst. + Pro. Learn.
Title

06/03/21
Date

HIGHLANDS
COMMUNITY CHARTER SCHOOL

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("TRUSD"). The Board desires to hire employees who will assist HCCS in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and which has been duly approved by TRUSD, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from TRUSD, which granted the charter. TRUSD shall not be liable for any debts and obligations of HCCS and the employee signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD.

3. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

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4. HCCS shall be deemed the exclusive public school employer of the employees at HCCS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of **CTE Teacher.** The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time at the sole discretion of HCCS.

2. **Work Schedule**

The minimum on-site obligations for the 2019-2020 school year shall be **1 FTE, on a 210 Calendar, Full Time, Monday through Friday, 8:00 a.m. to 5:00 p.m.** Additionally, the employee shall work a Summer Session, with an **additional 20 days of service, Full Time, Monday through Friday, 8:00 a.m. to 5:00 p.m.** While the Employee shall be available on-site during this time period, the duties of this **exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The annual compensation for this position shall be **$71,265** on a **210 teacher salary schedule, Column D, Step 11,** to be paid twice monthly, subject to all regular withholdings. During Summer Session, the Employee shall be paid at a daily rate of **$339.36**. Total annual compensation, including Summer Session shall be **$78,052,** subject to all regular withholdings.

The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs

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and plans established by HCCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by HCCS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with HCCS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Professional Development**

The Employee shall attend all mandatory professional development meetings and staff meetings unless an emergency situation prevents attendance. Failure to do so may result in disciplinary action up to and including termination.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and HCCS's Employee Handbook, which HCCS may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim

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of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. **EMPLOYMENT AT-WILL**

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than

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the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. General Provisions

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

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2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6/21/19

HCCS Approval:

Date: 06/21/19

_____
Karen Hall, Human Resources Analyst

This Employment Agreement is subject to ratification and approval by the Governing Board of Highlands Community Charter School

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Job Classification:	Certificated
Position Title:	CTE Teacher
Work Calendar:	209 Days
Exempt/Non-Exempt Designation:	Exempt or Non-Exempt
Funding Source:	General Fund
Pay Type:	Salary or Hourly
Pay Schedule:	$70,429 - $103,221 (7 Steps)
Pay Method:	Semi-Monthly

Summary of the Position:
Under direction of the Director of Workforce Solutions, or their appointed designee, the CTE Teacher will instruct in one or more core academic or work based subject areas and provide related services to students. Candidates must have a strong desire to work with students to help them achieve their academic, personal, and professional goals. Position requires standards-based lesson plans and curriculum planning with a team; participation in site, and professional development meetings; developing and implementing lessons; keeping accurate records and grades; and, attendance at some after-school meetings/events.

Essential Duties and Responsibilities:

- Compile, administer, and grade examinations, or assign this work to others
- Evaluate and grade students' class work, assignments, and papers
- Maintain timely student attendance records, grades, and other required records
- Initiate, facilitate, and moderate classroom discussions
- Plan, evaluate, and revise curricula, course content, and course materials and methods of instruction
- Prepare course materials such as syllabi, homework assignments, and handouts
- Keep abreast of developments in the career field by reading current literature, talking with colleagues, and participating in professional development and conferences.
- Perform community outreach to gain stakeholder feedback and promote the teacher's class and school, ensuring that the teacher to student ratio remains at industry standard
- Advise and assist students
- Participate in campus and community events
- Collaborate with colleagues to address teaching and research issues
- Advise students on academic progress
- Serve on academic or administrative committees that deal with institutional policies, departmental matters, and academic issues
- Act as advisers to student organizations
- Participate in and attend regular professional development
- Participate in student recruitment, registration, and placement activities
- Adapt training methods to the needs of learners with diverse cultural backgrounds

and varying intellectual abilities and attitudes

- Develop and use a variety of instructional materials suitable for verbal, visual, and hands-on instruction of all learners
- Establish and maintain standards of student behavior needed to achieve effective participation in all activities
- Identifies students' needs and cooperates with other professional staff members in assessing and helping students solve health, attitude and learning problems
- Perform community outreach to gain stakeholder feedback and promote the teacher's class and school, ensuring that the teacher to student ratio remains at industry standard
- Maintains professional competence through participation in in-service education activities provided HCCS and/or self-selected professional growth activities
- Perform additional job duties as it relates to student success and the overall objectives of the program as assigned

Education and Training:

- Any combination of education and/or experience working in Adult Education related activities or an education setting is preferred; previous industry experience is desirable.

Experience/Minimum Qualifications:

- High school diploma
- three years of work experience directly related to the industry sector, defined as 1,000 hours
- Possess or qualify for a Career Technical Education (CTE) teaching credential, or Adult Education Elementary and Secondary Basic Skills teaching credential, or a Multiple Subject credential, or any Single Subject credential
- The ability to communicate with a diverse group of people on a daily basis
- Possession of a valid California driver's license

Physical Requirements:

- Mobility: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk; occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to twenty (25) pounds
- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision
- Dexterity: frequent repetitive motion; frequent writing and typing; frequent grasping, holding and reaching; frequent operation of office equipment, computers and clerical supplies
- Hearing/Talking: frequent hearing and talking in person and on the phone
- Emotional/Psychological: frequent public and/or coworker contact; ability to remain calm in emergency situations; occasionally works alone
- Driving: ability to use fine and gross motor coordination for driving

Typical Working Conditions:

- Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather
- Potential exposure to noise, moisture, dust, vibrations, heat and cold
- Designated positions may require travel to and from off-site locations throughout the school

All job descriptions are meant as a guideline. Actual job duties can be revised with or without written notification and are subject to change.

Please attach appropriate salary schedule and work calendar to this job description. All three documents should be given to employee at the time of notice of employment with a copy of training schedule and the current adopted Employee Handbook.

Board Approved Date:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Job Classification:	Certificated
Position Title:	Truck Driving Coordinator
Work Calendar:	250 Days
Exempt/Non-Exempt Designation:	Exempt
Pay Type:	Salary
Pay Schedule:	$103,712 - $138,984 (7 Steps)
Pay Method:	Semi-Monthly

Summary of the Position:

The Highlands Community Charter and Technical Schools Truck Driving Coordinator provides instruction, training, and resources to staff and students participating in the Truck Driving Career Technical Education program. Reports directly to the Director of Workforce Solutions.

Essential Duties and Responsibilities:

- Oversight over all Truck Driving Programs in the school at various sites including training of career technical education candidates seeking their Class A licensing
- Plan and develop new Truck Driving programs as needed
- Participate in compliance reviews and the development of standards, goals, and objectives for Truck Driving
- Make recommendations for changes and improvements; implement approved changes and monitor work activities to ensure compliance within established guidelines
- Teaches demonstration lessons with teachers taking over class instruction after the demonstration. Acts as an effective model/leader of the ongoing program.
- Provides training to teachers in up to date compliance and record keeping to meet curriculum goals.
- Maintains current knowledge of certification and instructional practices that relate to truck driving.
- Coordinate major repairs as needed, keep track of maintenance completed
- Lead and participate in student outreach for designated career technical education programs
- Performs additional duties as assigned as it relates to the overall objectives of the position.

Education and Training:

- Hold a valid California teaching credential in industrial arts and three years of classroom teaching experience required
- Experience above the minimum three years may be substituted for education.
- 2 years prior leadership or supervisory experience is preferred.

Experience/Minimum Qualifications:

- Ability to communicate with and lead a diverse community
- Ability to coordinate curriculum in accordance with school-wide articulation that engages teachers, administrators, and partners to articulate students to post-secondary and workforce opportunities
- The position requires knowledge of planning, organization, and coordination of articulated curriculum and programs or related experience
- Possession of a valid California Class A driver's license Require
- Bilingual Preferred

Physical Requirements:

- Mobility: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk; occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to twenty (25) pounds
- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision
- Dexterity: frequent repetitive motion; frequent writing and typing; frequent grasping, holding and reaching; frequent operation of office equipment, computers and clerical supplies
- Hearing/Talking: frequent hearing and talking in person and on the phone
- Emotional/Psychological: frequent public and/or coworker contact; ability to remain calm in emergency situations; occasionally works alone
- Driving: ability to use fine and gross motor coordination for driving

Typical Working Conditions:

- Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather
- Potential exposure to noise, moisture, dust, vibrations, heat and cold
- Designated positions may require travel to and from off-site locations throughout the school

All job descriptions are meant as a guideline. Actual job duties can be revised with or without written notification and are subject to change.

Please attach appropriate salary schedule and work calendar to this job description. All three documents should be given to employee at the time of notice of employment with a copy of training schedule and the current adopted Employee Handbook.

Board Approved Date:

Board of Trustees

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Sharon Reichelt
Member

Rebecca Sandoval
Member

Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

February 3, 2025

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

RE: Notice of Complaint/Request for Information - CTE Truck Driving Program
TRUSD Additional Requests for Information re HCCTS' 12/20/24 Response

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On September 6, 2024, the District received a complaint alleging that HCCTS allows non-students to participate in the CTE Truck Driving certification courses. In our Notice of Complaint/Request for Information dated October 3, 2024, the District requested a response to multiple items by no later than 5:00 p.m. on November 1, 2024. HCCTS responded on November 1, 2024 at 3:34 p.m.

On December 2, 2024, the District sent a follow-up response to HCCTS' November 1 letter and received a further response from HCCTS with correspondence dated December 20, 2024. Outlined below are additional requests for information based on our review of HCCTS' December 20 response.

1. **CTE Truck Driving for Non-Students**

Information Request – Action Needed

- Provide a copy of Mr. Ivaniuk's work calendar with schedule of hours for the 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 school years.

- Provide documentation outlining the CTE Truck Driving class schedules (dates/times) for the 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 school years.

- While the District acknowledges HCCTS' statement that poor record keeping prevents an accurate count of non-student participation, the District requires more details regarding Mr. Ivaniuk's instruction and assessment of non-students. Please provide a more detailed response that includes the following:

    - A summary of the instances where non-students "stopped by throughout the week" for tests. As part of this summary, include information about whether non-students ever scheduled the visits in advance, how they knew when Mr. Ivaniuk would be available, whether HCCTS students were ever present during these visits, and whether the visits ever took place within Mr. Ivaniuk's HCCTS work hours.

    - Outline the support Mr. Ivaniuk provided to non-students to assist them in acquiring their license (i.e., 15 hours of "behind-the-wheel" training, study materials for road and/or written tests, instruction to prepare for the road and written tests, etc.)

    - Outline the process Mr. Ivaniuk followed when administering tests and include the approximate duration for these assessments. This outline should include information about assessments for pre-trip, general knowledge, drive/road, brake, and skills tests as described in the comments section of the student lesson documents provided by HCCTS.

2. **Data Discrepancy Between Students and Non-Students**

Information Request - Action Needed:

- HCCTS reported that the November 1 response inaccurately stated a total of 49 non-students had been served over the past 10 years. However, HCCTS acknowledges that it is unable to provide the total number of non-students served due to poor record keeping. HCCTS stated that corrective measures to improve record keeping have been put in place and that non-students will no longer be served in the CTE Truck Driving program. Please confirm that HCCTS has suspended the practice of serving non-students in all programs and courses effective January 6, 2025.

- HCCTS was able to recognize the 12 students listed on the additional documentation provided by the District in our December 2 letter, and confirmed that 10 were non-students.

3. Partnerships

Information Request - Action Needed:

- In the December 20 response, HCCTS states that the term "scholarship" referred to former students who graduated and returned to finish the Truck Driving Program. Please provide a more detailed explanation of this "scholarship" term and outline how the costs for the instruction, training, assessments, and materials for these former students were covered.

- HCCTS' November 1 response stated that the agreement from the Local 185 was to provide "in-kind improvements through facility repairs". The December 20 response states that HCCTS did not receive any improvements for the 2023-24 school year from the Local 185. Please provide documentation regarding the improvements and/or repairs that HCCTS received as part of the agreement with Local 185 for "free training" for the years such improvements/repairs were provided.

- HCCTS stated that there have been "no fiscal exchanges from Local 185, VOA, or the sheriff's office", but neglected to mention the fiscal exchange between HCCTS and the Sacramento Police Department. Please provide a response clarifying whether there have been any fiscal exchanges between HCCTS and the Sacramento Police Department, including all records/documentation for any such fiscal exchanges.

Within **10 calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information and records responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Your response should be directed to the District for my attention. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Enclosures:
District Request Notice of Complaint/Request for Information dated October 3, 2024
HCCTS Response dated November 1, 2024
District Reply/Request for Information dated December 2, 2024
HCCTS Response dated December 20, 2024

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 20, 2024

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Complaint/Request for Information for CTE Truck Driving Program - TRUSD Requests regarding HCCTS' 11/1/24 Response

Dear Ms. Carreon,

On December 2, 2024, HCCTS received a follow-up response from TRUSD regarding the CTE Truck Driving program. We have prepared the following letter in response.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Volunteer Teacher
Since 2014, there has been only one truck driving teacher at the HCCTS truck driving program, Sergey Ivaniuk who confirmed that he volunteered his time to provide instruction to the non-students.

Non-Student Instructional Days
According to the information provided by Sergey Ivaniuk, Truck Driving Coordinator, in the meeting held on October 18, 2024, with the Director of Accountability and Assessment, Melissa Roberson, the direct instruction and classes for non-students were only held on the first and third Saturday of the month seasonally since 2014. Upon further investigation during the December 4, 2024 meeting between the Director of Accountability and Assessment, Melissa Roberson, Sergey Ivanyuk revealed that while the direct instruction was held on the weekends, students stopped by during the week to take tests. He also stated that he could not turn the students away. According to Sergey, there is no additional documentation regarding the non-student participation in the Truck Driving program.

Non-Student Data Discrepancy
HCCTS informed TRUSD that 49 non-students had utilized the truck driving program since 2014 because that was the information provided by Sergey Ivanyuk on October 18, 2024. As identified by TRUSD, 49 was an error since one student's name occurred on the list twice, so HCCTS should have reported 48.

Following the most recent request from TRUSD which contained an additional list of students and non-students, Sergey revealed that due to poor record keeping, he was unable to verify the total number of non-student participants who had utilized the truck driving program. He did however confirm that of the 12 names on the “Unofficial Class A Awards” document sent by TRUSD to HCCTS, 10 of them were non-students, one was a student at CICA, and one was a student at Highlands. Please see below.

Name	Program Type	Status at the Time of Participation
[redacted]	Law Enforcement	Non-Student
	Law Enforcement	Non-Student
	Highlands Student	Student

[redacted]		Scholarship	HCCS Alumni/ Graduate
		Law Enforcement	Non-Student
		Law Enforcement	Non-Student
		Law Enforcement	Non-Student
		Local 185	Non-Student
		Local 185	Non-Student
		Local 185	Non-Student
		Law Enforcement	Non-Student
		CICA Student	Student

As stated above, there is no additional documentation available. As a result of identifying this gap, HCCTS has taken corrective measures to improve record keeping.

Partnerships

	Agreement	**Documentation**	**Notes**
Volunteers of America (VOA)	Verbal	None	Ward Allen reached a verbal agreement, where VOA promised rent and facilities in exchange for the truck driving training of individuals from VOA who didn't have a high school diploma. As a result, our program moved to 10620 Shirra Avenue, Sacramento, CA 95655. However, a few months later, VOA demanded $110,000 for the space. We had no intention of making any payments, and since they also stopped sending us students, we decided to move.
Local 185	Verbal	Non-Executed Draft	An explanation was provided in the previous letter.
Sacramento Police Department	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

Sheriff's Office	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

HCCTS had no fiscal exchanges from Labor 185, VOA, or the sheriff's office. As of today, there have not been improvements for the 23-24 school year from Labor #185, and starting January 6, 202,5 HCCTS will no longer serve non-students in the CTE Truck Driving Program.

Scholarship

All the individuals that fall under this category are former students who graduated from Highlands and returned to finish the Truck Driving Program.

The information above was provided by Sergey Ivaniuk, the Truck Driving Program Coordinator, and the Truck Driving program.

Board of Trustees

Basim Elkarra
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Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

December 2, 2024

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

RE: Notice of Complaint/Request for Information for CTE Truck Driving Program - TRUSD Requests regarding HCCTS' 11/1/24 Response

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On September 6, 2024, the District received a complaint alleging that HCCTS allows non-students to participate in the CTE Truck Driving certification courses. In its Notice of Complaint/Request for Information dated October 3, 2024, the District requested a response to multiple items by no later than 5:00 p.m. on November 1, 2024. HCCTS responded on November 1, 2024 at 3:34 p.m.

Outlined below is a summary of the District's findings and additional actions required based on our review of HCCTS' response.

1. CTE Truck Driving for Non-Students

TRUSD Findings

- HCCTS stated "The teacher of the truck driving program volunteered to teach them on the first and third Saturdays of the month seasonally each year." However, in the RFI CTE Truck Driving Program forms provided by HCCTS the District found only three "Lessons" that occurred on a Saturday and of those three, only one fell on the first or third Saturday.

While these forms may include notes for dates in which students did not attend class, many of the notes do indicate in-person training, specifically as seen in the comments and rating columns.

Information Request – Action Needed

- Confirm that the teacher who volunteered back in 2014 has remained with the program through 2023-24 and/or confirm that all teachers of the CTE Truck driving program that provided instruction to non-students also volunteered their time.

- Explain the discrepancies between HCCTS' assertion that trainings were conducted on the 1st and 3rd Saturday and the documentation which shows trainings mainly taking place Monday – Friday.

2. Data Discrepancy Between Students and Non-Students

TRUSD Findings

- HCCTS stated that 49 non-students in the last 10 years have utilized the truck driving facilities. However, in the 49-page response, HCCTS provided proof of 48 students, with one student listed on two pages (Celest McPeak).

- The District had been made aware of 12 additional students who participated in the CTE Truck Driving course during the 2023-24 school year, which were not included in HCCTS' response.

Information Request – Action Needed

- Please provide documentation for the additional 49th student that was missing in the November 1 response and confirm whether each of the individuals listed in the table below were students or non-students. Include in your response documentation for teacher instruction/in-person training days for the students listed below.

Unofficial Class A Awards				
SID#	**Name**	**School**	**Start Date**	**Grad Date**
	[redacted]	Law Enforcement	8/8/22	6/12/23
		Law Enforcement		7/28/23
		HCCS		8/16/23
		Scholarship	7/3/14	8/18/23
		Law Enforcement		1/17/24
		Law Enforcement		1/18/24
		Law Enforcement		1/19/24
		Local 185		1/24/24
		Local 185		2/29/24
		Local 186		3/28/24
		Law Enforcement		4/25/24
		CICA		6/25/24

2. Partnerships

TRUSD Findings

- The District noted multiple categories for each non-student including "labor union", "VOA", and "Scholarship". In the November 1 response, HCCTS provided an explanation for the Local #185.

- HCCTS stated that Board Member Doyle Radford tapped the Local #185 union in early days (2014), but this union is referenced as recently as 2021.

Information Request - Action Needed

- Please provide an explanation for the labor unions identified other than Local #185. Include any documentation which reflects agreements and/or partnerships.

- Describe what each designation means, specifically what is "VOA" and what is meant by "scholarship". Include in your response, records/documentation of all moneys collected for the CTE Truck Driving program for non-student participation.

- Since Mr. Radford is no longer on the Board, please clarify your current connection to the Local #185 and outline the agreement regarding free training in return for in-kind improvements/facility repairs for the 2023-24 school year. Include in your response documentation for the improvements and/or repairs that HCCTS received during the 2023-24 school year.

Within **10 calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information and records responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Your response should be directed to the District for my attention. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 1, 2024

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Complaint/Request for Information for CTE Truck Driving Program

Dear Ms. Carreon,

On October 3, 2024, HCCTS received a notice of complaint and request for information regarding the CTE Truck Driving Program. We have prepared the following response to the complaint.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Truck Driving Overview
At HCCTS 100% of current students are enrolled in PowerSchool and participate in both a high school diploma program and in truck driving. Their progress is tracked through credits earned which is also documented in PowerSchool.

CTE Truck Driving Program
Below is a table that shows the number of students who completed the truck driving program per year for the last three school years at HCCS and CICA.

	HCCS	**CICA**
2021-2022	80	33
2022-2023	133	40
2023-2024	96	31

Truck Driving and Certificates
The goal of every HCCTS student enrolled in the truck driving program is to obtain a Class A driver's license issued by the California DMV. The class A is the primary metric used to determine student success.

As a secondary measurement, HCCTS began issuing HCCTS Truck Driving Certificates for all students who completed the truck driving program. The truck driving program started in 2014, however providing HCCTS branded truck driving certificates began at the end of the 2023-2024 school year and therefore the number of certificates issued to students does not reflect the number of graduates.

Students & Non-Students
In the last 10 years, 49 non-students have utilized the truck driving facilities.

Non-Student Participants
In 2014 when Highlands had just started, the truck driving program was new and was facing significant financial hardship. A board member at the time, Doyle Radford had a contact with a Labor Union, Local 185. He observed that members of the labor union were not working in the winter months when the weather was bad and requested that these workers utilize the truck driving facilities on weekends. The teacher of the truck driving program volunteered to teach them on the first and third Saturdays of the month seasonally each year. In exchange for this, members of the Local 185 provided in-kind improvements through facility repairs. The Sacramento Police and Sacramento County Sheriff's Office have also utilized the truck driving facilities on weekends over the last 10 years. In total, 49 non-students have used the facilities during

non-school hours since 2014. In the 2024-2025 school year no non-students have been served.

Attachments
Attached you will find PowerSchool rosters of all individuals enrolled in the program for 21-22, 22-23, and 23-24, a comprehensive list of all non-student participants.

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	28-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	28-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	28-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	28-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	28-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	15-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	15-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	15-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	15-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	15-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	31-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	31-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	26-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	31-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	31-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	19-Nov-21	12-Mar-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	12-Mar-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	12-Mar-22	HCCS	21-22
		Truck Driving Attendance	19-Nov-21	12-Mar-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	12-Mar-22	HCCS	21-22
		Basic Control Skills	24-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	24-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	24-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	24-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	13-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	13-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	13-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	10-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	10-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	10-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	10-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	10-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	24-Feb-22	4-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	24-Feb-22	4-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-Feb-22	4-Jun-22	HCCS	21-22
		Truck Driving Attendance	24-Feb-22	4-Jun-22	HCCS	21-22
		Vehicle Inspection	24-Feb-22	4-Jun-22	HCCS	21-22
		Basic Control Skills	14-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	14-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	14-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	14-Dec-21	2-Jul-22	HCCS	21-22
		Vehicle Inspection	14-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	29-Nov-21	21-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	29-Nov-21	21-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	29-Nov-21	21-Jun-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	29-Nov-21	21-Jun-22	HCCS	21-22
		Vehicle Inspection	29-Nov-21	21-Jun-22	HCCS	21-22
		Basic Control Skills	3-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	3-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	3-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	27-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	27-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	27-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	18-Oct-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	18-Oct-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	18-Oct-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	18-Oct-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	18-Oct-21	HCCS	21-22
		Basic Control Skills	27-Jan-22	25-Mar-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jan-22	25-Mar-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	25-Mar-22	HCCS	21-22
		Truck Driving Attendance	27-Jan-22	25-Mar-22	HCCS	21-22
		Vehicle Inspection	27-Jan-22	25-Mar-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	28-Oct-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	28-Oct-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	28-Oct-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	28-Oct-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	28-Oct-21	HCCS	21-22
		Basic Control Skills	12-Jul-21	20-Jul-21	HCCS	21-22
		Basic Control Skills	24-Sep-21	30-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	20-Jul-21	HCCS	21-22
		Basic Road Skills/Class A Award	24-Sep-21	30-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-Sep-21	30-Jun-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	20-Jul-21	HCCS	21-22
		Truck Driving Attendance	23-Sep-21	30-Jun-22	HCCS	21-22
		Vehicle Inspection	12-Jul-21	20-Jul-21	HCCS	21-22
		Vehicle Inspection	24-Sep-21	30-Jun-22	HCCS	21-22
		Basic Control Skills	7-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Feb-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	27-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	27-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	27-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	21-Jul-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	21-Jul-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	21-Jul-21	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	12-Jul-21	21-Jul-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	21-Jul-21	HCCS	21-22
		Basic Control Skills	15-Nov-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-Nov-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-Nov-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	15-Nov-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	16-Nov-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	24-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	24-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	24-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	24-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	24-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	13-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	13-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	13-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	16-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	16-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	16-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	31-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	31-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	31-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	31-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	31-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	17-Feb-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	17-Feb-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	17-Feb-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	17-Feb-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	20-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	20-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	20-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	20-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	20-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	10-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	10-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	10-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	10-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	10-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	1-Jun-22	2-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	1-Jun-22	2-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	1-Jun-22	2-Jun-22	HCCS	21-22

STUDENT	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	Truck Driving Attendance	1-Jun-22	2-Jun-22	HCCS	21-22
	Vehicle Inspection	1-Jun-22	2-Jun-22	HCCS	21-22
	Basic Control Skills	25-Apr-22	2-Jul-22	HCCS	21-22
	Basic Road Skills/Class A Award	25-Apr-22	2-Jul-22	HCCS	21-22
	Fundamentals of Truck Driving Plus	25-Apr-22	2-Jul-22	HCCS	21-22
	Truck Driving Attendance	25-Apr-22	2-Jul-22	HCCS	21-22
	Vehicle Inspection	25-Apr-22	2-Jul-22	HCCS	21-22
	Basic Control Skills	12-Jul-21	30-Nov-21	HCCS	21-22
	Basic Road Skills/Class A Award	12-Jul-21	30-Nov-21	HCCS	21-22
	Fundamentals of Truck Driving Plus	12-Jul-21	30-Nov-21	HCCS	21-22
	Truck Driving Attendance	12-Jul-21	30-Nov-21	HCCS	21-22
	Vehicle Inspection	12-Jul-21	30-Nov-21	HCCS	21-22
	Basic Control Skills	12-Jul-21	12-Sep-21	HCCS	21-22
	Basic Road Skills/Class A Award	12-Jul-21	12-Sep-21	HCCS	21-22
	Fundamentals of Truck Driving Plus	12-Jul-21	12-Sep-21	HCCS	21-22
	Truck Driving Attendance	12-Jul-21	12-Sep-21	HCCS	21-22
	Vehicle Inspection	12-Jul-21	12-Sep-21	HCCS	21-22
	Basic Control Skills	13-Sep-21	27-Sep-21	HCCS	21-22
	Basic Road Skills/Class A Award	13-Sep-21	27-Sep-21	HCCS	21-22
	Fundamentals of Truck Driving Plus	8-Sep-21	27-Sep-21	HCCS	21-22
	Truck Driving Attendance	13-Sep-21	27-Sep-21	HCCS	21-22
	Vehicle Inspection	13-Sep-21	27-Sep-21	HCCS	21-22
	Basic Control Skills	12-Jul-21	12-Mar-22	HCCS	21-22
	Basic Road Skills/Class A Award	12-Jul-21	12-Mar-22	HCCS	21-22
	Fundamentals of Truck Driving Plus	12-Jul-21	12-Mar-22	HCCS	21-22
	Truck Driving Attendance	12-Jul-21	12-Mar-22	HCCS	21-22
	Vehicle Inspection	12-Jul-21	12-Mar-22	HCCS	21-22
	Basic Control Skills	28-Mar-22	2-Jul-22	HCCS	21-22
	Basic Road Skills/Class A Award	28-Mar-22	2-Jul-22	HCCS	21-22
	Fundamentals of Truck Driving Plus	28-Mar-22	2-Jul-22	HCCS	21-22
	Truck Driving Attendance	28-Mar-22	2-Jul-22	HCCS	21-22
	Basic Control Skills	1-Feb-22	2-Jul-22	HCCS	21-22
	Basic Road Skills/Class A Award	1-Feb-22	2-Jul-22	HCCS	21-22
	Fundamentals of Truck Driving Plus	1-Feb-22	2-Jul-22	HCCS	21-22
	Truck Driving Attendance	1-Feb-22	2-Jul-22	HCCS	21-22
	Vehicle Inspection	1-Feb-22	2-Jul-22	HCCS	21-22
	Basic Control Skills	9-Dec-21	2-Jul-22	HCCS	21-22
	Basic Road Skills/Class A Award	9-Dec-21	2-Jul-22	HCCS	21-22
	Fundamentals of Truck Driving Plus	9-Dec-21	2-Jul-22	HCCS	21-22
	Truck Driving Attendance	9-Dec-21	2-Jul-22	HCCS	21-22
	Vehicle Inspection	9-Dec-21	2-Jul-22	HCCS	21-22
	Basic Control Skills	1-Jul-22	2-Jul-22	HCCS	21-22
	Basic Road Skills/Class A Award	1-Jul-22	2-Jul-22	HCCS	21-22
	Fundamentals of Truck Driving Plus	1-Jul-22	2-Jul-22	HCCS	21-22
	Truck Driving Attendance	1-Jul-22	2-Jul-22	HCCS	21-22
	Vehicle Inspection	1-Jul-22	2-Jul-22	HCCS	21-22
	Truck Driving Attendance	5-Apr-22	9-Apr-22	HCCS	21-22
	Truck Driving Attendance	11-Apr-22	2-Jul-22	HCCS	21-22
	Basic Control Skills	8-Jun-22	2-Jul-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	8-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	8-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	8-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	19-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	25-Oct-21	20-Apr-22	HCCS	21-22
		Basic Road Skills/Class A Award	25-Oct-21	20-Apr-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	25-Oct-21	20-Apr-22	HCCS	21-22
		Truck Driving Attendance	25-Oct-21	20-Apr-22	HCCS	21-22
		Vehicle Inspection	25-Oct-21	20-Apr-22	HCCS	21-22
		Basic Control Skills	16-Nov-21	19-May-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-Nov-21	19-May-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-Nov-21	19-May-22	HCCS	21-22
		Truck Driving Attendance	16-Nov-21	19-May-22	HCCS	21-22
		Vehicle Inspection	16-Nov-21	19-May-22	HCCS	21-22
		Basic Control Skills	22-Mar-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	22-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	22-Mar-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	22-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	23-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Nov-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	18-Nov-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	13-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	13-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	13-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	13-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Nov-21	6-May-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	6-May-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	6-May-22	HCCS	21-22
		Truck Driving Attendance	19-Nov-21	6-May-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	6-May-22	HCCS	21-22
		Basic Control Skills	11-Aug-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	11-Aug-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	11-Aug-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	11-Aug-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	11-Aug-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	16-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	16-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	16-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	16-Dec-21	2-Jul-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	16-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	7-Apr-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Apr-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Apr-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Apr-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Apr-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	5-Apr-22	9-Apr-22	HCCS	21-22
		Truck Driving Attendance	11-Apr-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	3-May-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	3-May-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-May-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-May-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	3-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	8-Nov-21	16-Apr-22	HCCS	21-22
		Basic Road Skills/Class A Award	8-Nov-21	16-Apr-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	8-Nov-21	16-Apr-22	HCCS	21-22
		Truck Driving Attendance	8-Nov-21	16-Apr-22	HCCS	21-22
		Vehicle Inspection	8-Nov-21	16-Apr-22	HCCS	21-22
		Basic Control Skills	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	19-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	17-Dec-21	8-Feb-22	HCCS	21-22
		Basic Road Skills/Class A Award	17-Dec-21	8-Feb-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	17-Dec-21	8-Feb-22	HCCS	21-22
		Truck Driving Attendance	16-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	17-Dec-21	8-Feb-22	HCCS	21-22
		Vehicle Inspection	17-Dec-21	8-Feb-22	HCCS	21-22
		Basic Control Skills	27-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	27-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	27-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Apr-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	3-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	3-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	3-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	3-Jan-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	17-Dec-21	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	17-Dec-21	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	17-Dec-21	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	17-Dec-21	2-Jul-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	17-Dec-21	2-Jul-22	HCCS	21-22
		Basic Control Skills	7-Jan-22	14-Jan-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Jan-22	14-Jan-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Jan-22	14-Jan-22	HCCS	21-22
		Truck Driving Attendance	7-Jan-22	14-Jan-22	HCCS	21-22
		Vehicle Inspection	7-Jan-22	14-Jan-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	1-Jul-22	HCCS	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	HCCS	21-22
		Basic Control Skills	7-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	14-Jun-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Nov-21	5-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	14-Jun-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	5-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	14-Jun-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	5-Jun-22	HCCS	21-22
		Truck Driving Attendance	14-Jun-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	19-Nov-21	5-Jun-22	HCCS	21-22
		Vehicle Inspection	14-Jun-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	5-Jun-22	HCCS	21-22
		Truck Driving Attendance	23-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	27-Jan-22	23-Apr-22	HCCS	21-22
		Basic Road Skills/Class A Award	27-Jan-22	23-Apr-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	27-Jan-22	23-Apr-22	HCCS	21-22
		Truck Driving Attendance	27-Jan-22	23-Apr-22	HCCS	21-22
		Vehicle Inspection	27-Jan-22	23-Apr-22	HCCS	21-22
		Truck Driving Attendance	11-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	19-Jul-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	19-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Jul-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	19-Jul-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	19-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	31-Aug-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	31-Aug-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	25-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	3-Sep-21	13-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	3-Sep-21	13-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	3-Sep-21	13-Sep-21	HCCS	21-22
		Truck Driving Attendance	3-Sep-21	13-Sep-21	HCCS	21-22
		Vehicle Inspection	3-Sep-21	13-Sep-21	HCCS	21-22
		Basic Control Skills	19-Nov-21	5-Jun-22	HCCS	21-22
		Basic Road Skills/Class A Award	19-Nov-21	5-Jun-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	19-Nov-21	5-Jun-22	HCCS	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	19-Nov-21	5-Jun-22	HCCS	21-22
		Vehicle Inspection	19-Nov-21	5-Jun-22	HCCS	21-22
		Truck Driving Attendance	6-May-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	7-Mar-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	7-Mar-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	7-Mar-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	7-Mar-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	7-Mar-22	2-Jul-22	HCCS	21-22
		Basic Control Skills	12-Jul-21	28-Oct-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	28-Oct-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	28-Oct-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	28-Oct-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	28-Oct-21	HCCS	21-22
		Basic Control Skills	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Road Skills/Class A Award	12-Jul-21	27-Sep-21	HCCS	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	27-Sep-21	HCCS	21-22
		Truck Driving Attendance	12-Jul-21	27-Sep-21	HCCS	21-22
		Vehicle Inspection	12-Jul-21	27-Sep-21	HCCS	21-22
		Basic Control Skills	26-Jan-22	2-Jul-22	HCCS	21-22
		Basic Road Skills/Class A Award	26-Jan-22	2-Jul-22	HCCS	21-22
		Fundamentals of Truck Driving Plus	26-Jan-22	2-Jul-22	HCCS	21-22
		Truck Driving Attendance	26-Jan-22	2-Jul-22	HCCS	21-22
		Vehicle Inspection	26-Jan-22	2-Jul-22	HCCS	21-22

STUDENT #	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
	Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
	Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
	Basic Control Skills	1-Nov-22	28-Jan-23	HCCS	22-23
	Basic Road Skills/Class A Award	1-Nov-22	28-Jan-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	1-Nov-22	28-Jan-23	HCCS	22-23
	Truck Driving Attendance	1-Nov-22	28-Jan-23	HCCS	22-23
	Vehicle Inspection	1-Nov-22	28-Jan-23	HCCS	22-23
	Basic Control Skills	15-Sep-22	2-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
	Truck Driving Attendance	19-Sep-22	2-Jul-23	HCCS	22-23
	Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23
	Basic Control Skills	11-Jul-22	20-Aug-22	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	20-Aug-22	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	20-Aug-22	HCCS	22-23
	Truck Driving Attendance	11-Jul-22	20-Aug-22	HCCS	22-23
	Vehicle Inspection	11-Jul-22	20-Aug-22	HCCS	22-23
	Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
	Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
	Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
	Basic Control Skills	21-Feb-23	16-Mar-23	HCCS	22-23
	Truck Driving Attendance	21-Feb-23	17-Mar-23	HCCS	22-23
	Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
	Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
	Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	25-Oct-22	2-Jul-23	HCCS	22-23
	Truck Driving Attendance	25-Oct-22	2-Jul-23	HCCS	22-23
	Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
	Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
	Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
	Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	6-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	22-Jul-22	7-Sep-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	22-Jul-22	7-Sep-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	22-Jul-22	7-Sep-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	22-Jul-22	7-Sep-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	22-Jul-22	7-Sep-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	16-Dec-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Control Skills	7-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	16-Dec-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	7-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	27-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	7-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	16-Dec-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	27-Jul-22	HCCS	22-23
		Truck Driving Attendance	16-Dec-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	7-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	27-Jul-22	HCCS	22-23
		Vehicle Inspection	7-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	16-Dec-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	22-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	22-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	23-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	22-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	16-Jun-23	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	12-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	12-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	12-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	12-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	12-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	5-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	5-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	30-Sep-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	30-Sep-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	30-Sep-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	30-Sep-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	30-Sep-22	HCCS	22-23
		Basic Control Skills	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	17-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	17-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	6-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Apr-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	4-Nov-22	16-Dec-22	HCCS	22-23
		Truck Driving Attendance	7-Nov-22	23-Dec-22	HCCS	22-23
		Basic Control Skills	23-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	23-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	23-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	15-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	15-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	15-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	30-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Jun-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Jun-23	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Control Skills	6-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Jun-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Jun-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	6-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	29-Aug-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	29-Aug-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Aug-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Aug-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	29-Aug-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	27-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	27-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	27-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	19-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	19-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	19-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	20-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	19-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	31-Oct-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	2-May-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	2-May-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	2-May-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	2-May-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	2-May-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	11-Jul-22	20-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	20-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	20-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	21-Oct-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	20-Oct-22	HCCS	22-23
		Basic Control Skills	9-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	9-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	9-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	20-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	20-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	20-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	20-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	16-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	24-Oct-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	24-Oct-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	24-Oct-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	24-Oct-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	24-Oct-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	19-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	19-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	8-Nov-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	8-Nov-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	8-Nov-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	8-Nov-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	8-Nov-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	6-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	6-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	6-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	6-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	6-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jan-23	HCCS	22-23
		Basic Control Skills	10-Oct-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	10-Oct-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	10-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	10-Oct-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	10-Oct-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	15-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	15-Jul-22	HCCS	22-23

STUDENT #	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	Fundamentals of Truck Driving Plus	11-Jul-22	15-Jul-22	HCCS	22-23
	Vehicle Inspection	11-Jul-22	15-Jul-22	HCCS	22-23
	Basic Control Skills	11-Jul-22	22-Oct-22	HCCS	22-23
	Basic Road Skills/Class A Award	11-Jul-22	22-Oct-22	HCCS	22-23
	Fundamentals of Truck Driving Plus	11-Jul-22	22-Oct-22	HCCS	22-23
	Truck Driving Attendance	11-Jul-22	22-Oct-22	HCCS	22-23
	Vehicle Inspection	11-Jul-22	22-Oct-22	HCCS	22-23
	Basic Control Skills	1-Dec-22	10-Apr-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	17-Jan-23	10-Apr-23	HCCS	22-23
	Truck Driving Attendance	1-Dec-22	10-Apr-23	HCCS	22-23
	Basic Control Skills	14-Nov-22	23-May-23	HCCS	22-23
	Basic Road Skills/Class A Award	14-Nov-22	23-May-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	14-Nov-22	23-May-23	HCCS	22-23
	Truck Driving Attendance	14-Nov-22	6-Jun-23	HCCS	22-23
	Vehicle Inspection	14-Nov-22	23-May-23	HCCS	22-23
	Basic Control Skills	30-Sep-22	2-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	30-Sep-22	2-Jul-23	HCCS	22-23
	Truck Driving Attendance	23-Sep-22	2-Jul-23	HCCS	22-23
	Vehicle Inspection	30-Sep-22	2-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	27-Feb-23	2-Jul-23	HCCS	22-23
	Truck Driving Attendance	27-Feb-23	2-Jul-23	HCCS	22-23
	Basic Control Skills	10-Oct-22	5-Dec-22	HCCS	22-23
	Basic Road Skills/Class A Award	10-Oct-22	5-Dec-22	HCCS	22-23
	Fundamentals of Truck Driving Plus	10-Oct-22	5-Dec-22	HCCS	22-23
	Truck Driving Attendance	10-Oct-22	5-Dec-22	HCCS	22-23
	Vehicle Inspection	10-Oct-22	5-Dec-22	HCCS	22-23
	Basic Control Skills	25-Oct-22	24-Dec-22	HCCS	22-23
	Fundamentals of Truck Driving Plus	25-Oct-22	24-Dec-22	HCCS	22-23
	Truck Driving Attendance	25-Oct-22	24-Dec-22	HCCS	22-23
	Truck Driving Attendance	31-Jan-23	2-Jul-23	HCCS	22-23
	Vehicle Inspection	25-Oct-22	24-Dec-22	HCCS	22-23
	Basic Control Skills	29-Sep-22	2-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	29-Sep-22	2-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	29-Sep-22	2-Jul-23	HCCS	22-23
	Truck Driving Attendance	29-Sep-22	2-Jul-23	HCCS	22-23
	Vehicle Inspection	29-Sep-22	2-Jul-23	HCCS	22-23
	Basic Control Skills	19-Sep-22	2-Jul-23	HCCS	22-23
	Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	HCCS	22-23
	Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	HCCS	22-23
	Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	19-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	10-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	10-Apr-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	28-Jun-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	28-Jun-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	28-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	28-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	30-Sep-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	15-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	17-Apr-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	25-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	25-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	25-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	25-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	25-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	22-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	22-Oct-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Control Skills	26-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	26-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	26-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Jan-23	30-Jun-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	9-Dec-22	20-Jan-23	HCCS	22-23
		Truck Driving Attendance	27-Jan-23	30-Jun-23	HCCS	22-23
		Truck Driving Attendance	9-Dec-22	20-Jan-23	HCCS	22-23
		Vehicle Inspection	27-Jan-23	30-Jun-23	HCCS	22-23
		Basic Control Skills	1-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	1-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	1-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	1-Dec-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	1-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	23-Jan-23	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	23-Jan-23	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	23-Jan-23	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	23-Jan-23	28-Jan-23	HCCS	22-23
		Vehicle Inspection	23-Jan-23	28-Jan-23	HCCS	22-23
		Basic Control Skills	29-Sep-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	3-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	29-Sep-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	3-Feb-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Sep-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	3-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Sep-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	3-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	29-Sep-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	3-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	19-Sep-22	9-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	9-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	9-Nov-22	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	10-Nov-22	HCCS	22-23
		Vehicle Inspection	19-Sep-22	9-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	27-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	26-Sep-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	26-Sep-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Sep-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	26-Sep-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	26-Sep-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	18-Jul-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Road Skills/Class A Award	11-Jul-22	18-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	18-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	18-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	18-Jul-22	HCCS	22-23
		Basic Control Skills	18-Jan-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	18-Jan-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	18-Jan-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	22-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	22-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	22-Oct-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	22-Oct-22	HCCS	22-23
		i Basic Control Skills	30-Sep-22	2-Jul-23	HCCS	22-23
		i Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		i Fundamentals of Truck Driving Plus	30-Sep-22	2-Jul-23	HCCS	22-23
		i Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		i Vehicle Inspection	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	27-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	27-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	30-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Sep-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	30-Sep-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	18-Aug-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	18-Aug-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	18-Aug-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	18-Aug-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	18-Aug-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	22-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	22-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	17-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	17-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	17-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	17-Jul-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	7-Nov-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	7-Nov-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	31-Jan-23	27-Mar-23	HCCS	22-23
		Basic Control Skills	3-Apr-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	31-Jan-23	27-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	3-Apr-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-Jan-23	27-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	3-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	31-Jan-23	27-Mar-23	HCCS	22-23
		Truck Driving Attendance	3-Apr-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	3-Apr-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	31-Jan-23	27-Mar-23	HCCS	22-23
		Basic Control Skills	17-Aug-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Aug-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	15-Aug-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	17-Aug-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	6-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	6-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	6-Oct-22	HCCS	22-23
		Truck Driving Attendance	16-Aug-22	6-Oct-22	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Vehicle Inspection	30-Sep-22	6-Oct-22	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Control Skills	28-Sep-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	28-Sep-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	28-Sep-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	28-Sep-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	28-Sep-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Jul-23	HCCS	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	1-Oct-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	1-Oct-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	1-Oct-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	1-Oct-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	1-Oct-22	HCCS	22-23
		Basic Control Skills	25-Oct-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	25-Oct-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	25-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	25-Oct-22	2-Jul-23	HCCS	22-23
		Vehicle Inspection	25-Oct-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	19-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	22-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-Feb-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	22-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	21-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	21-Feb-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	28-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	28-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	28-Feb-23	2-Jul-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	1-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	1-May-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	29-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	29-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	16-Aug-22	12-Apr-23	HCCS	22-23
		Basic Control Skills	12-Apr-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	12-Apr-23	HCCS	22-23
		Basic Road Skills/Class A Award	12-Apr-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	16-Aug-22	12-Apr-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	12-Apr-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	12-Apr-23	HCCS	22-23
		Truck Driving Attendance	12-Apr-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	16-Aug-22	12-Apr-23	HCCS	22-23
		Vehicle Inspection	12-Apr-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	20-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	20-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	17-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	17-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	17-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-Oct-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	31-Oct-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	13-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	13-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	22-May-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	22-May-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	22-May-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	22-May-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	27-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	27-Jul-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	27-Jul-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	27-Jul-22	HCCS	22-23
		Basic Control Skills	30-Sep-22	24-Dec-22	HCCS	22-23
		Basic Road Skills/Class A Award	30-Sep-22	24-Dec-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Sep-22	24-Dec-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	24-Dec-22	HCCS	22-23
		Vehicle Inspection	30-Sep-22	24-Dec-22	HCCS	22-23
		Basic Control Skills	19-Sep-22	25-Feb-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	25-Feb-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	25-Feb-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Truck Driving Attendance	19-Sep-22	25-Feb-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	25-Feb-23	HCCS	22-23
		Basic Control Skills	12-Sep-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	12-Sep-22	4-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	12-Sep-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	12-Sep-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	12-Sep-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	31-May-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	31-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	31-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	15-Jul-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	15-May-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	15-May-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	30-Sep-22	13-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	19-Sep-22	13-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	13-Jan-23	HCCS	22-23
		Truck Driving Attendance	19-Sep-22	14-Jan-23	HCCS	22-23
		Vehicle Inspection	19-Sep-22	13-Jan-23	HCCS	22-23
		Basic Control Skills	26-Sep-22	17-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	26-Sep-22	17-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Sep-22	17-Jan-23	HCCS	22-23
		Truck Driving Attendance	26-Sep-22	17-Jan-23	HCCS	22-23
		Vehicle Inspection	26-Sep-22	17-Jan-23	HCCS	22-23
		Basic Control Skills	18-Jul-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	14-Mar-23	16-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	18-Jul-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	14-Mar-23	16-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	18-Jul-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	14-Mar-23	16-Mar-23	HCCS	22-23
		Truck Driving Attendance	18-Jul-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	14-Mar-23	17-Mar-23	HCCS	22-23
		Vehicle Inspection	18-Jul-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	14-Mar-23	16-Mar-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	9-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	9-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	26-Jun-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	26-Jun-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	18-Oct-22	4-Mar-23	HCCS	22-23
		Basic Control Skills	10-Mar-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	24-Oct-22	4-Mar-23	HCCS	22-23
		Basic Road Skills/Class A Award	10-Mar-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	24-Oct-22	4-Mar-23	HCCS	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Fundamentals of Truck Driving Plus	10-Mar-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	18-Oct-22	4-Mar-23	HCCS	22-23
		Truck Driving Attendance	10-Mar-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	24-Oct-22	4-Mar-23	HCCS	22-23
		Vehicle Inspection	10-Mar-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	7-Dec-22	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	7-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	7-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	31-May-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	31-May-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	31-May-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	31-May-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	16-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	16-Feb-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	16-Feb-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	16-Feb-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	18-Jan-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	18-Jan-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	18-Jan-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	18-Jan-23	2-Jul-23	HCCS	22-23
		Basic Control Skills	24-Oct-22	28-Jan-23	HCCS	22-23
		Basic Control Skills	30-Jan-23	2-Jul-23	HCCS	22-23
		Basic Road Skills/Class A Award	24-Oct-22	28-Jan-23	HCCS	22-23
		Basic Road Skills/Class A Award	30-Jan-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	24-Oct-22	28-Jan-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	24-Oct-22	28-Jan-23	HCCS	22-23
		Truck Driving Attendance	30-Jan-23	2-Jul-23	HCCS	22-23
		Vehicle Inspection	24-Oct-22	28-Jan-23	HCCS	22-23
		Vehicle Inspection	30-Jan-23	2-Jul-23	HCCS	22-23
		Fundamentals of Truck Driving Plus	9-Dec-22	2-Jul-23	HCCS	22-23
		Truck Driving Attendance	9-Dec-22	2-Jul-23	HCCS	22-23
		Basic Control Skills	11-Jul-22	13-Nov-22	HCCS	22-23
		Basic Road Skills/Class A Award	11-Jul-22	13-Nov-22	HCCS	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	13-Nov-22	HCCS	22-23
		Truck Driving Attendance	11-Jul-22	13-Nov-22	HCCS	22-23
		Vehicle Inspection	11-Jul-22	13-Nov-22	HCCS	22-23

STUDENT #	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	Basic Control Skills	10-Jul-23	13-Nov-23	HCCS	23-24
	Basic Road Skills/Class A Award	10-Jul-23	13-Nov-23	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	13-Nov-23	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	13-Nov-23	HCCS	23-24
	Vehicle Inspection	10-Jul-23	13-Nov-23	HCCS	23-24
	Basic Control Skills	10-Jul-23	14-Jun-24	HCCS	23-24
	Basic Control Skills	14-Jun-24	2-Jul-24	HCCS	23-24
	Basic Road Skills/Class A Award	10-Jul-23	14-Jun-24	HCCS	23-24
	Basic Road Skills/Class A Award	14-Jun-24	2-Jul-24	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	14-Jun-24	HCCS	23-24
	Fundamentals of Truck Driving P	14-Jun-24	2-Jul-24	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	14-Jun-24	HCCS	23-24
	Truck Driving Attendance	14-Jun-24	2-Jul-24	HCCS	23-24
	Vehicle Inspection	10-Jul-23	14-Jun-24	HCCS	23-24
	Vehicle Inspection	14-Jun-24	2-Jul-24	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	24-Oct-23	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	24-Oct-23	HCCS	23-24
	Basic Control Skills	30-Apr-24	2-Jul-24	HCCS	23-24
	Basic Road Skills/Class A Award	30-Apr-24	2-Jul-24	HCCS	23-24
	Fundamentals of Truck Driving P	30-Apr-24	2-Jul-24	HCCS	23-24
	Truck Driving Attendance	30-Apr-24	2-Jul-24	HCCS	23-24
	Vehicle Inspection	30-Apr-24	2-Jul-24	HCCS	23-24
	Basic Control Skills	29-Aug-23	1-Oct-23	HCCS	23-24
	Basic Control Skills	16-Oct-23	29-Nov-23	HCCS	23-24
	Basic Road Skills/Class A Award	29-Aug-23	1-Oct-23	HCCS	23-24
	Basic Road Skills/Class A Award	16-Oct-23	29-Nov-23	HCCS	23-24
	Fundamentals of Truck Driving P	29-Aug-23	1-Oct-23	HCCS	23-24
	Fundamentals of Truck Driving P	16-Oct-23	29-Nov-23	HCCS	23-24
	Vehicle Inspection	16-Oct-23	29-Nov-23	HCCS	23-24
	Vehicle Inspection	29-Aug-23	1-Oct-23	HCCS	23-24
	Basic Control Skills	19-Jan-24	13-Feb-24	HCCS	23-24
	Basic Road Skills/Class A Award	19-Jan-24	13-Feb-24	HCCS	23-24
	Fundamentals of Truck Driving P	19-Jan-24	13-Feb-24	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	13-Feb-24	HCCS	23-24
	Vehicle Inspection	19-Jan-24	13-Feb-24	HCCS	23-24
	Basic Control Skills	10-Oct-23	26-Dec-23	HCCS	23-24
	Basic Control Skills	27-Dec-23	13-Mar-24	HCCS	23-24
	Basic Road Skills/Class A Award	10-Oct-23	26-Dec-23	HCCS	23-24
	Basic Road Skills/Class A Award	27-Dec-23	24-Jun-24	HCCS	23-24
	Fundamentals of Truck Driving P	10-Oct-23	26-Dec-23	HCCS	23-24
	Fundamentals of Truck Driving P	27-Dec-23	13-Mar-24	HCCS	23-24
	Truck Driving Attendance	10-Oct-23	26-Dec-23	HCCS	23-24
	Truck Driving Attendance	27-Dec-23	24-Jun-24	HCCS	23-24
	Vehicle Inspection	10-Oct-23	26-Dec-23	HCCS	23-24
	Vehicle Inspection	27-Dec-23	13-Mar-24	HCCS	23-24
	Basic Control Skills	10-Jul-23	24-Oct-23	HCCS	23-24
	Basic Road Skills/Class A Award	10-Jul-23	24-Oct-23	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	24-Oct-23	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	24-Oct-23	HCCS	23-24
	Vehicle Inspection	10-Jul-23	24-Oct-23	HCCS	23-24
	Basic Control Skills	17-Jul-23	15-Oct-23	HCCS	23-24
	Basic Control Skills	12-Jan-24	28-Jun-24	HCCS	23-24
	Basic Road Skills/Class A Award	17-Jul-23	15-Oct-23	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	12-Jan-24	28-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	17-Jul-23	15-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	12-Jan-24	28-Jun-24	HCCS	23-24
		Truck Driving Attendance	17-Jul-23	15-Oct-23	HCCS	23-24
		Truck Driving Attendance	12-Jan-24	28-Jun-24	HCCS	23-24
		Vehicle Inspection	17-Jul-23	15-Oct-23	HCCS	23-24
		Vehicle Inspection	12-Jan-24	28-Jun-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	20-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	20-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	13-Jun-24	20-Jun-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	20-Jun-24	HCCS	23-24
		Vehicle Inspection	13-Jun-24	20-Jun-24	HCCS	23-24
		Basic Control Skills	11-Jun-24	24-Jun-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	11-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	11-Jun-24	24-Jun-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	11-Jun-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	11-Jun-24	HCCS	23-24
		Basic Control Skills	11-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	11-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	11-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	11-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	11-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	11-Jun-24	HCCS	23-24
		Truck Driving Attendance	11-Jun-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	11-Jun-24	HCCS	23-24
		Vehicle Inspection	11-Jun-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	13-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Mar-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	13-Mar-24	HCCS	23-24
		Basic Control Skills	12-Jul-23	22-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	12-Jul-23	22-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	12-Jul-23	22-May-24	HCCS	23-24
		Truck Driving Attendance	12-Jul-23	23-May-24	HCCS	23-24
		Vehicle Inspection	12-Jul-23	22-May-24	HCCS	23-24
		Basic Control Skills	3-Oct-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	3-Oct-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	3-Oct-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	3-Oct-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	5-Sep-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	5-Sep-23	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving P	10-Jul-23	5-Sep-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	5-Sep-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	5-Sep-23	HCCS	23-24
		Basic Control Skills	28-May-24	29-May-24	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	28-May-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	28-May-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	28-May-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	28-May-24	29-May-24	HCCS	23-24
		Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	14-Sep-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Sep-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	14-Sep-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	14-Sep-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	30-Oct-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	30-Oct-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-Aug-23	12-Sep-23	HCCS	23-24
		Truck Driving Attendance	29-Aug-23	12-Sep-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	13-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	13-Feb-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	13-Feb-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	13-Feb-24	HCCS	23-24
		Basic Control Skills	6-Sep-23	31-Oct-23	HCCS	23-24
		Truck Driving Attendance	6-Sep-23	31-Oct-23	HCCS	23-24
		Basic Control Skills	30-Oct-23	6-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	30-Oct-23	6-May-24	HCCS	23-24
		Truck Driving Attendance	30-Oct-23	6-May-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	1-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Control Skills	28-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	28-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	28-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	28-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	28-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	4-Dec-23	14-Jun-24	HCCS	23-24
		Basic Control Skills	14-Jun-24	17-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	4-Dec-23	14-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Jun-24	17-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	4-Dec-23	14-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	14-Jun-24	17-Jun-24	HCCS	23-24
		Truck Driving Attendance	4-Dec-23	14-Jun-24	HCCS	23-24
		Truck Driving Attendance	14-Jun-24	17-Jun-24	HCCS	23-24
		Vehicle Inspection	4-Dec-23	14-Jun-24	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	14-Jun-24	17-Jun-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	15-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	15-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	15-Oct-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	15-Oct-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	15-Oct-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Control Skills	6-Nov-23	27-Dec-23	HCCS	23-24
		Basic Control Skills	14-Aug-23	17-Oct-23	HCCS	23-24
		Basic Control Skills	27-Dec-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	6-Nov-23	27-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	27-Dec-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Aug-23	17-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	14-Aug-23	17-Oct-23	HCCS	23-24
		Truck Driving Attendance	6-Nov-23	27-Dec-23	HCCS	23-24
		Truck Driving Attendance	14-Aug-23	17-Oct-23	HCCS	23-24
		Truck Driving Attendance	27-Dec-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	6-Nov-23	27-Dec-23	HCCS	23-24
		Vehicle Inspection	27-Dec-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	14-Aug-23	17-Oct-23	HCCS	23-24
		Basic Control Skills	10-Jul-23	14-Jun-24	HCCS	23-24
		Basic Control Skills	14-Jun-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	14-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	14-Jun-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	14-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	14-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	14-Jun-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	14-Jun-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	14-Jun-24	HCCS	23-24
		Vehicle Inspection	14-Jun-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	8-Sep-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	8-Sep-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	8-Sep-23	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	8-Sep-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	8-Sep-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	2-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	2-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	2-Mar-24	HCCS	23-24
		Vehicle Inspection	2-Aug-23	2-Mar-24	HCCS	23-24
		Basic Control Skills	27-Dec-23	23-Feb-24	HCCS	23-24
		Basic Control Skills	26-Sep-23	26-Dec-23	HCCS	23-24
		Basic Control Skills	2-Apr-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	18-Sep-23	26-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	2-Apr-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	27-Dec-23	23-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Sep-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	26-Sep-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	27-Dec-23	23-Feb-24	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Truck Driving Attendance	27-Dec-23	23-Feb-24	HCCS	23-24
		Truck Driving Attendance	26-Sep-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	26-Sep-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Sep-23	26-Dec-23	HCCS	23-24
		Vehicle Inspection	2-Apr-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	27-Dec-23	23-Feb-24	HCCS	23-24
		Basic Control Skills	13-Sep-23	20-Sep-23	HCCS	23-24
		Basic Road Skills/Class A Award	13-Sep-23	20-Sep-23	HCCS	23-24
		Fundamentals of Truck Driving P	7-Aug-23	20-Sep-23	HCCS	23-24
		Truck Driving Attendance	7-Aug-23	20-Sep-23	HCCS	23-24
		Vehicle Inspection	13-Sep-23	20-Sep-23	HCCS	23-24
		Basic Control Skills	2-Aug-23	7-Nov-23	HCCS	23-24
		Truck Driving Attendance	2-Aug-23	7-Nov-23	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	29-May-24	HCCS	23-24
		Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	11-Sep-23	2-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	11-Sep-23	2-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
		Basic Control Skills	15-Dec-23	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	15-Dec-23	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	24-Jul-23	15-Dec-23	HCCS	23-24
		Truck Driving Attendance	24-Jul-23	2-Jul-24	HCCS	23-24
		Vehicle Inspection	15-Dec-23	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	20-Dec-23	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	20-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	20-Dec-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	20-Dec-23	HCCS	23-24
		Basic Control Skills	25-Mar-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	26-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	26-Dec-23	25-Jun-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	26-Dec-23	25-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	20-Sep-23	17-Jun-24	HCCS	23-24
		Truck Driving Attendance	20-Sep-23	17-Jun-24	HCCS	23-24
		Basic Control Skills	23-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	23-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	23-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	23-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	15-Dec-23	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	10-Jul-23	15-Dec-23	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	15-Dec-23	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	15-Dec-23	HCCS	23-24
		Vehicle Inspection	10-Jul-23	15-Dec-23	HCCS	23-24
		Basic Control Skills	16-Jan-24	14-Feb-24	HCCS	23-24
		Truck Driving Attendance	16-Jan-24	14-Feb-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	29-May-24	HCCS	23-24
		Basic Control Skills	13-Mar-24	27-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	13-Mar-24	27-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	13-Mar-24	27-Mar-24	HCCS	23-24
		Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	29-May-24	HCCS	23-24
		Truck Driving Attendance	13-Mar-24	27-Mar-24	HCCS	23-24
		Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	29-May-24	HCCS	23-24
		Vehicle Inspection	13-Mar-24	27-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	6-Nov-23	7-Nov-23	HCCS	23-24
		Truck Driving Attendance	6-Nov-23	7-Nov-23	HCCS	23-24
		Basic Control Skills	6-Nov-23	23-Feb-24	HCCS	23-24
		Basic Control Skills	6-Nov-23	31-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	6-Nov-23	23-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	6-Nov-23	31-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	6-Nov-23	23-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	6-Nov-23	31-Mar-24	HCCS	23-24
		Truck Driving Attendance	6-Nov-23	23-Feb-24	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	31-Mar-24	HCCS	23-24
		Vehicle Inspection	6-Nov-23	23-Feb-24	HCCS	23-24
		Vehicle Inspection	6-Nov-23	31-Mar-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	31-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	31-Mar-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	31-Mar-24	HCCS	23-24
		Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	10-Jul-23	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
		Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
		Basic Control Skills	22-Aug-23	1-Oct-23	HCCS	23-24
		Basic Road Skills/Class A Award	22-Aug-23	1-Oct-23	HCCS	23-24
		Fundamentals of Truck Driving P	22-Aug-23	1-Oct-23	HCCS	23-24
		Truck Driving Attendance	22-Aug-23	1-Oct-23	HCCS	23-24
		Vehicle Inspection	22-Aug-23	1-Oct-23	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24

STUDENT #	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
	Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
	Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
	Basic Control Skills	25-Jun-24	2-Jul-24	HCCS	23-24
	Basic Road Skills/Class A Award	25-Jun-24	2-Jul-24	HCCS	23-24
	Fundamentals of Truck Driving P	25-Jun-24	2-Jul-24	HCCS	23-24
	Truck Driving Attendance	25-Jun-24	2-Jul-24	HCCS	23-24
	Vehicle Inspection	25-Jun-24	2-Jul-24	HCCS	23-24
	Basic Control Skills	10-Jul-23	12-Jan-24	HCCS	23-24
	Basic Road Skills/Class A Award	10-Jul-23	12-Jan-24	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	12-Jan-24	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	12-Jan-24	HCCS	23-24
	Vehicle Inspection	10-Jul-23	12-Jan-24	HCCS	23-24
	Basic Control Skills	28-Aug-23	2-Jul-24	HCCS	23-24
	Basic Road Skills/Class A Award	28-Aug-23	2-Jul-24	HCCS	23-24
	Fundamentals of Truck Driving P	28-Aug-23	2-Jul-24	HCCS	23-24
	Truck Driving Attendance	28-Aug-23	2-Jul-24	HCCS	23-24
	Vehicle Inspection	28-Aug-23	2-Jul-24	HCCS	23-24
	Fundamentals of Truck Driving P	28-Aug-23	2-Jul-24	HCCS	23-24
	Truck Driving Attendance	28-Aug-23	2-Jul-24	HCCS	23-24
	Basic Control Skills	27-Jul-23	13-Feb-24	HCCS	23-24
	Basic Road Skills/Class A Award	27-Jul-23	13-Feb-24	HCCS	23-24
	Fundamentals of Truck Driving P	27-Jul-23	13-Feb-24	HCCS	23-24
	Vehicle Inspection	27-Jul-23	13-Feb-24	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
	Fundamentals of Truck Driving P	14-Aug-23	21-Aug-23	HCCS	23-24
	Truck Driving Attendance	15-Aug-23	21-Aug-23	HCCS	23-24
	Basic Control Skills	10-Jul-23	12-Jun-24	HCCS	23-24
	Basic Control Skills	12-Jun-24	2-Jul-24	HCCS	23-24
	Basic Road Skills/Class A Award	10-Jul-23	12-Jun-24	HCCS	23-24
	Basic Road Skills/Class A Award	12-Jun-24	2-Jul-24	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	12-Jun-24	HCCS	23-24
	Fundamentals of Truck Driving P	12-Jun-24	2-Jul-24	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	12-Jun-24	HCCS	23-24
	Truck Driving Attendance	12-Jun-24	2-Jul-24	HCCS	23-24
	Vehicle Inspection	12-Jun-24	2-Jul-24	HCCS	23-24
	Vehicle Inspection	10-Jul-23	12-Jun-24	HCCS	23-24
	Fundamentals of Truck Driving P	30-Oct-23	29-May-24	HCCS	23-24
	Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24
	Truck Driving Attendance	30-Oct-23	29-May-24	HCCS	23-24
	Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
	Basic Control Skills	15-Aug-23	29-May-24	HCCS	23-24
	Basic Control Skills	29-May-24	1-Jul-24	HCCS	23-24
	Basic Road Skills/Class A Award	15-Aug-23	29-May-24	HCCS	23-24
	Basic Road Skills/Class A Award	29-May-24	1-Jul-24	HCCS	23-24
	Fundamentals of Truck Driving P	15-Aug-23	29-May-24	HCCS	23-24
	Fundamentals of Truck Driving P	29-May-24	1-Jul-24	HCCS	23-24
	Truck Driving Attendance	15-Aug-23	29-May-24	HCCS	23-24
	Truck Driving Attendance	29-May-24	1-Jul-24	HCCS	23-24
	Vehicle Inspection	15-Aug-23	29-May-24	HCCS	23-24
	Vehicle Inspection	29-May-24	1-Jul-24	HCCS	23-24
	Fundamentals of Truck Driving P	1-May-24	2-Jul-24	HCCS	23-24

STUDENT #	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	Truck Driving Attendance	1-May-24	2-Jul-24	HCCS	23-24
	Basic Control Skills	3-Aug-23	23-Feb-24	HCCS	23-24
	Basic Control Skills	23-Feb-24	2-Jul-24	HCCS	23-24
	Basic Road Skills/Class A Award	3-Aug-23	23-Feb-24	HCCS	23-24
	Basic Road Skills/Class A Award	23-Feb-24	2-Jul-24	HCCS	23-24
	Fundamentals of Truck Driving P	3-Aug-23	23-Feb-24	HCCS	23-24
	Fundamentals of Truck Driving P	23-Feb-24	2-Jul-24	HCCS	23-24
	Truck Driving Attendance	3-Aug-23	23-Feb-24	HCCS	23-24
	Truck Driving Attendance	23-Feb-24	2-Jul-24	HCCS	23-24
	Vehicle Inspection	3-Aug-23	23-Feb-24	HCCS	23-24
	Vehicle Inspection	23-Feb-24	2-Jul-24	HCCS	23-24
	Basic Control Skills	26-Jul-23	13-May-24	HCCS	23-24
	Truck Driving Attendance	26-Jul-23	13-May-24	HCCS	23-24
	Basic Control Skills	10-Jul-23	23-Oct-23	HCCS	23-24
	Basic Road Skills/Class A Award	10-Jul-23	23-Oct-23	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	23-Oct-23	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	24-Oct-23	HCCS	23-24
	Vehicle Inspection	10-Jul-23	23-Oct-23	HCCS	23-24
	Basic Control Skills	10-Jul-23	15-Dec-23	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	15-Dec-23	HCCS	23-24
	Vehicle Inspection	10-Jul-23	15-Dec-23	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	31-Mar-24	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	31-Mar-24	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	13-Nov-23	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	13-Nov-23	HCCS	23-24
	Basic Control Skills	10-Jul-23	12-Jan-24	HCCS	23-24
	Basic Road Skills/Class A Award	10-Jul-23	12-Jan-24	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	12-Jan-24	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	12-Jan-24	HCCS	23-24
	Vehicle Inspection	10-Jul-23	12-Jan-24	HCCS	23-24
	Basic Control Skills	10-Jul-23	22-Dec-23	HCCS	23-24
	Basic Road Skills/Class A Award	10-Jul-23	22-Dec-23	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	22-Dec-23	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	23-Dec-23	HCCS	23-24
	Vehicle Inspection	10-Jul-23	22-Dec-23	HCCS	23-24
	Basic Control Skills	18-Dec-23	10-Apr-24	HCCS	23-24
	Basic Road Skills/Class A Award	18-Dec-23	10-Apr-24	HCCS	23-24
	Fundamentals of Truck Driving P	18-Dec-23	10-Apr-24	HCCS	23-24
	Truck Driving Attendance	18-Dec-23	10-Apr-24	HCCS	23-24
	Vehicle Inspection	18-Dec-23	10-Apr-24	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	13-Feb-24	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	13-Feb-24	HCCS	23-24
	Basic Control Skills	10-Jul-23	1-Oct-23	HCCS	23-24
	Basic Road Skills/Class A Award	10-Jul-23	1-Oct-23	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	1-Oct-23	HCCS	23-24
	Vehicle Inspection	10-Jul-23	1-Oct-23	HCCS	23-24
	Basic Control Skills	23-Feb-24	28-Jun-24	HCCS	23-24
	Basic Road Skills/Class A Award	23-Feb-24	28-Jun-24	HCCS	23-24
	Fundamentals of Truck Driving P	27-Dec-23	23-Feb-24	HCCS	23-24
	Fundamentals of Truck Driving P	26-Jul-23	26-Dec-23	HCCS	23-24
	Fundamentals of Truck Driving P	27-Dec-23	28-Jun-24	HCCS	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Truck Driving Attendance	27-Dec-23	23-Feb-24	HCCS	23-24
		Truck Driving Attendance	26-Jul-23	26-Dec-23	HCCS	23-24
		Truck Driving Attendance	23-Feb-24	28-Jun-24	HCCS	23-24
		Vehicle Inspection	27-Dec-23	23-Feb-24	HCCS	23-24
		Vehicle Inspection	26-Jul-23	26-Dec-23	HCCS	23-24
		Vehicle Inspection	27-Dec-23	28-Jun-24	HCCS	23-24
		Basic Control Skills	29-Mar-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-Mar-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	26-Feb-24	2-Jul-24	HCCS	23-24
		Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	1-Jul-24	HCCS	23-24
		Fundamentals of Truck Driving P	25-Mar-24	1-Jul-24	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	1-Jul-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	1-Jul-24	HCCS	23-24
		Basic Control Skills	31-Jan-24	31-Mar-24	HCCS	23-24
		Basic Road Skills/Class A Award	31-Jan-24	31-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	7-Dec-23	31-Mar-24	HCCS	23-24
		Truck Driving Attendance	7-Dec-23	31-Mar-24	HCCS	23-24
		Vehicle Inspection	31-Jan-24	31-Mar-24	HCCS	23-24
		Fundamentals of Truck Driving P	6-Nov-23	8-Nov-23	HCCS	23-24
		Truck Driving Attendance	6-Nov-23	8-Nov-23	HCCS	23-24
		Fundamentals of Truck Driving P	14-Aug-23	15-Oct-23	HCCS	23-24
		Truck Driving Attendance	14-Aug-23	15-Oct-23	HCCS	23-24
		Basic Control Skills	25-Jun-24	28-Jun-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Jun-24	28-Jun-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	28-Jun-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	28-Jun-24	HCCS	23-24
		Vehicle Inspection	25-Jun-24	28-Jun-24	HCCS	23-24
		Basic Control Skills	25-Mar-24	10-May-24	HCCS	23-24
		Basic Control Skills	1-Feb-24	13-Feb-24	HCCS	23-24
		Basic Road Skills/Class A Award	25-Mar-24	10-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	1-Feb-24	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	22-Sep-23	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	22-Sep-23	13-Feb-24	HCCS	23-24
		Truck Driving Attendance	10-Jul-23	3-Sep-23	HCCS	23-24
		Truck Driving Attendance	25-Mar-24	10-May-24	HCCS	23-24
		Vehicle Inspection	25-Mar-24	10-May-24	HCCS	23-24
		Vehicle Inspection	1-Feb-24	13-Feb-24	HCCS	23-24
		Fundamentals of Truck Driving P	19-Jul-23	22-Dec-23	HCCS	23-24
		Truck Driving Attendance	19-Jul-23	22-Dec-23	HCCS	23-24
		Basic Control Skills	29-May-24	2-Jul-24	HCCS	23-24
		Basic Control Skills	29-Apr-24	29-May-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-May-24	2-Jul-24	HCCS	23-24
		Basic Road Skills/Class A Award	29-Apr-24	29-May-24	HCCS	23-24
		Fundamentals of Truck Driving P	29-May-24	2-Jul-24	HCCS	23-24

STUDENT	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	Fundamentals of Truck Driving P	29-Apr-24	29-May-24	HCCS	23-24
	Truck Driving Attendance	29-May-24	2-Jul-24	HCCS	23-24
	Truck Driving Attendance	29-Apr-24	29-May-24	HCCS	23-24
	Vehicle Inspection	29-May-24	2-Jul-24	HCCS	23-24
	Vehicle Inspection	29-Apr-24	29-May-24	HCCS	23-24
	Basic Road Skills/Class A Award	9-Oct-23	27-Oct-23	HCCS	23-24
	Truck Driving Attendance	9-Oct-23	27-Oct-23	HCCS	23-24
	Vehicle Inspection	9-Oct-23	27-Oct-23	HCCS	23-24
	Basic Control Skills	10-Jul-23	1-Jul-24	HCCS	23-24
	Basic Road Skills/Class A Award	10-Jul-23	1-Jul-24	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24
	Vehicle Inspection	10-Jul-23	1-Jul-24	HCCS	23-24
	Basic Control Skills	26-Feb-24	2-Jul-24	HCCS	23-24
	Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	HCCS	23-24
	Fundamentals of Truck Driving P	23-Feb-24	2-Jul-24	HCCS	23-24
	Truck Driving Attendance	26-Feb-24	2-Jul-24	HCCS	23-24
	Vehicle Inspection	26-Feb-24	2-Jul-24	HCCS	23-24
	Basic Road Skills/Class A Award	27-Dec-23	20-May-24	HCCS	23-24
	Basic Road Skills/Class A Award	10-Jul-23	26-Dec-23	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	26-Dec-23	HCCS	23-24
	Fundamentals of Truck Driving P	27-Dec-23	20-May-24	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	26-Dec-23	HCCS	23-24
	Truck Driving Attendance	27-Dec-23	20-May-24	HCCS	23-24
	Vehicle Inspection	10-Jul-23	26-Dec-23	HCCS	23-24
	Vehicle Inspection	27-Dec-23	20-May-24	HCCS	23-24
	Fundamentals of Truck Driving P	13-Dec-23	2-Jul-24	HCCS	23-24
	Truck Driving Attendance	13-Dec-23	2-Jul-24	HCCS	23-24
	Fundamentals of Truck Driving P	10-Jul-23	1-Jul-24	HCCS	23-24
	Truck Driving Attendance	10-Jul-23	1-Jul-24	HCCS	23-24

STUDENT #	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	Basic Control Skills	16-May-22	2-Jul-22	CICA	21-22
	Basic Road Skills/Class A Award	16-May-22	2-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	CICA	21-22
	Vehicle Inspection	16-May-22	2-Jul-22	CICA	21-22
	Basic Control Skills	10-Jan-22	2-Jul-22	CICA	21-22
	Basic Road Skills/Class A Award	10-Jan-22	2-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	10-Jan-22	2-Jul-22	CICA	21-22
	Vehicle Inspection	10-Jan-22	2-Jul-22	CICA	21-22
	Basic Control Skills	19-Oct-21	1-Jul-22	CICA	21-22
	Basic Road Skills/Class A Award	19-Oct-21	1-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	19-Oct-21	1-Jul-22	CICA	21-22
	Vehicle Inspection	19-Oct-21	1-Jul-22	CICA	21-22
	Basic Control Skills	7-Sep-21	12-Feb-22	CICA	21-22
	Basic Road Skills/Class A Award	7-Sep-21	12-Feb-22	CICA	21-22
	Fundamentals of Truck Driving Plus	7-Sep-21	12-Feb-22	CICA	21-22
	Vehicle Inspection	7-Sep-21	12-Feb-22	CICA	21-22
	Basic Control Skills	12-Jul-21	6-Nov-21	CICA	21-22
	Basic Control Skills	17-Mar-22	2-Jul-22	CICA	21-22
	Basic Road Skills/Class A Award	12-Jul-21	6-Nov-21	CICA	21-22
	Basic Road Skills/Class A Award	17-Mar-22	2-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	17-Mar-22	2-Jul-22	CICA	21-22
	Vehicle Inspection	17-Mar-22	2-Jul-22	CICA	21-22
	Basic Control Skills	28-Mar-22	2-Jul-22	CICA	21-22
	Basic Road Skills/Class A Award	28-Mar-22	2-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	28-Mar-22	2-Jul-22	CICA	21-22
	Vehicle Inspection	28-Mar-22	2-Jul-22	CICA	21-22
	Basic Control Skills	14-Feb-22	2-Jul-22	CICA	21-22
	Basic Road Skills/Class A Award	14-Feb-22	2-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	14-Feb-22	2-Jul-22	CICA	21-22
	Vehicle Inspection	14-Feb-22	2-Jul-22	CICA	21-22
	Basic Control Skills	28-Mar-22	2-Jul-22	CICA	21-22
	Basic Road Skills/Class A Award	28-Mar-22	2-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	28-Mar-22	2-Jul-22	CICA	21-22
	Truck Driving Attendance	28-Mar-22	2-Jul-22	CICA	21-22
	Vehicle Inspection	28-Mar-22	2-Jul-22	CICA	21-22
	Basic Control Skills	14-Feb-22	2-Jul-22	CICA	21-22
	Basic Road Skills/Class A Award	14-Feb-22	2-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	14-Feb-22	2-Jul-22	CICA	21-22
	Vehicle Inspection	14-Feb-22	2-Jul-22	CICA	21-22
	Basic Control Skills	27-Jan-22	12-Feb-22	CICA	21-22
	Basic Road Skills/Class A Award	27-Jan-22	12-Feb-22	CICA	21-22
	Fundamentals of Truck Driving Plus	27-Jan-22	12-Feb-22	CICA	21-22
	Vehicle Inspection	27-Jan-22	12-Feb-22	CICA	21-22
	Basic Control Skills	13-Dec-21	2-Jul-22	CICA	21-22
	Basic Road Skills/Class A Award	13-Dec-21	2-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	13-Dec-21	2-Jul-22	CICA	21-22
	Truck Driving Attendance	13-Dec-21	2-Jul-22	CICA	21-22
	Vehicle Inspection	13-Dec-21	2-Jul-22	CICA	21-22
	Basic Control Skills	6-Apr-22	2-Jul-22	CICA	21-22
	Basic Road Skills/Class A Award	6-Apr-22	2-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	6-Apr-22	2-Jul-22	CICA	21-22

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Vehicle Inspection	6-Apr-22	2-Jul-22	CICA	21-22
		Basic Control Skills	6-Jun-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	6-Jun-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	6-Jun-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	6-Jun-22	2-Jul-22	CICA	21-22
		Basic Control Skills	8-Dec-21	16-Apr-22	CICA	21-22
		Basic Road Skills/Class A Award	8-Dec-21	16-Apr-22	CICA	21-22
		Fundamentals of Truck Driving Plus	8-Dec-21	16-Apr-22	CICA	21-22
		Truck Driving Attendance	8-Dec-21	16-Apr-22	CICA	21-22
		Vehicle Inspection	8-Dec-21	16-Apr-22	CICA	21-22
		Basic Control Skills	12-Jul-21	1-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	1-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	16-Aug-21	25-Sep-21	CICA	21-22
		Basic Control Skills	12-Jul-21	25-Sep-21	CICA	21-22
		Basic Control Skills	6-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	25-Sep-21	CICA	21-22
		Basic Road Skills/Class A Award	1-Mar-22	16-Apr-22	CICA	21-22
		Basic Road Skills/Class A Award	6-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	25-Sep-21	CICA	21-22
		Fundamentals of Truck Driving Plus	6-May-22	2-Jul-22	CICA	21-22
		Truck Driving Attendance	6-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	25-Sep-21	CICA	21-22
		Vehicle Inspection	6-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	16-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	16-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	16-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	12-Jul-21	6-Nov-21	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	6-Nov-21	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	6-Nov-21	CICA	21-22
		Vehicle Inspection	12-Jul-21	6-Nov-21	CICA	21-22
		Basic Control Skills	12-Jul-21	12-Feb-22	CICA	21-22
		Basic Road Skills/Class A Award	12-Jul-21	12-Feb-22	CICA	21-22
		Fundamentals of Truck Driving Plus	12-Jul-21	12-Feb-22	CICA	21-22
		Vehicle Inspection	12-Jul-21	12-Feb-22	CICA	21-22
		Basic Control Skills	23-May-22	2-Jul-22	CICA	21-22
		Basic Road Skills/Class A Award	23-May-22	2-Jul-22	CICA	21-22
		Fundamentals of Truck Driving Plus	23-May-22	2-Jul-22	CICA	21-22
		Vehicle Inspection	23-May-22	2-Jul-22	CICA	21-22
		Basic Control Skills	30-Nov-21	18-Dec-21	CICA	21-22
		Basic Road Skills/Class A Award	30-Nov-21	18-Dec-21	CICA	21-22
		Fundamentals of Truck Driving Plus	30-Nov-21	18-Dec-21	CICA	21-22
		Truck Driving Attendance	30-Nov-21	18-Dec-21	CICA	21-22
		Vehicle Inspection	30-Nov-21	18-Dec-21	CICA	21-22
		Basic Control Skills	8-Sep-21	12-Feb-22	CICA	21-22
		Basic Road Skills/Class A Award	8-Sep-21	12-Feb-22	CICA	21-22
		Fundamentals of Truck Driving Plus	8-Sep-21	12-Feb-22	CICA	21-22
		Vehicle Inspection	8-Sep-21	12-Feb-22	CICA	21-22
		Basic Control Skills	26-Oct-21	1-Jul-22	CICA	21-22

STUDENT	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	Basic Road Skills/Class A Award	26-Oct-21	1-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	26-Oct-21	1-Jul-22	CICA	21-22
	Vehicle Inspection	26-Oct-21	1-Jul-22	CICA	21-22
	Basic Control Skills	12-Jul-21	18-Dec-21	CICA	21-22
	Basic Road Skills/Class A Award	12-Jul-21	18-Dec-21	CICA	21-22
	Fundamentals of Truck Driving Plus	12-Jul-21	18-Dec-21	CICA	21-22
	Vehicle Inspection	12-Jul-21	18-Dec-21	CICA	21-22
	Basic Control Skills	12-Jul-21	14-Aug-21	CICA	21-22
	Basic Road Skills/Class A Award	12-Jul-21	14-Aug-21	CICA	21-22
	Fundamentals of Truck Driving Plus	12-Jul-21	14-Aug-21	CICA	21-22
	Vehicle Inspection	12-Jul-21	14-Aug-21	CICA	21-22
	Fundamentals of Truck Driving Plus	27-Sep-21	18-Dec-21	CICA	21-22
	Truck Driving Attendance	27-Sep-21	18-Dec-21	CICA	21-22
	Basic Control Skills	27-Sep-21	6-Nov-21	CICA	21-22
	Basic Road Skills/Class A Award	27-Sep-21	6-Nov-21	CICA	21-22
	Fundamentals of Truck Driving Plus	27-Sep-21	6-Nov-21	CICA	21-22
	Fundamentals of Truck Driving Plus	27-Sep-21	6-Nov-21	CICA	21-22
	Truck Driving Attendance	13-Sep-21	6-Nov-21	CICA	21-22
	Vehicle Inspection	27-Sep-21	6-Nov-21	CICA	21-22
	Basic Control Skills	12-Jul-21	4-Sep-21	CICA	21-22
	Basic Road Skills/Class A Award	12-Jul-21	4-Sep-21	CICA	21-22
	Fundamentals of Truck Driving Plus	12-Jul-21	4-Sep-21	CICA	21-22
	Vehicle Inspection	12-Jul-21	4-Sep-21	CICA	21-22
	Basic Control Skills	3-Jan-22	2-Jul-22	CICA	21-22
	Basic Road Skills/Class A Award	3-Jan-22	2-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	3-Jan-22	2-Jul-22	CICA	21-22
	Truck Driving Attendance	3-Jan-22	2-Jul-22	CICA	21-22
	Vehicle Inspection	3-Jan-22	2-Jul-22	CICA	21-22
	Basic Control Skills	8-Nov-21	1-Jul-22	CICA	21-22
	Basic Road Skills/Class A Award	8-Nov-21	1-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	8-Nov-21	1-Jul-22	CICA	21-22
	Vehicle Inspection	8-Nov-21	1-Jul-22	CICA	21-22
	Basic Control Skills	12-Jul-21	1-Jul-22	CICA	21-22
	Basic Road Skills/Class A Award	12-Jul-21	1-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	12-Jul-21	1-Jul-22	CICA	21-22
	Vehicle Inspection	12-Jul-21	1-Jul-22	CICA	21-22
	Basic Control Skills	16-May-22	2-Jul-22	CICA	21-22
	Basic Road Skills/Class A Award	16-May-22	2-Jul-22	CICA	21-22
	Fundamentals of Truck Driving Plus	16-May-22	2-Jul-22	CICA	21-22
	Vehicle Inspection	16-May-22	2-Jul-22	CICA	21-22

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	13-Feb-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	24-Apr-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	13-Feb-23	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	24-Apr-23	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	3-Sep-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	3-Sep-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	3-Sep-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	3-Sep-22	CICA	22-23
		Basic Control Skills	3-Oct-22	25-Feb-23	CICA	22-23
		Basic Road Skills/Class A Award	3-Oct-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	3-Oct-22	25-Feb-23	CICA	22-23
		Vehicle Inspection	3-Oct-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	22-May-23	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	1-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Oct-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Control Skills	8-Aug-22	3-Sep-22	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	3-Sep-22	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	3-Sep-22	CICA	22-23
		Vehicle Inspection	8-Aug-22	3-Sep-22	CICA	22-23
		Basic Control Skills	1-Nov-22	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	1-Oct-22	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	1-Nov-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	1-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	1-Nov-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	1-Oct-22	CICA	22-23
		Vehicle Inspection	1-Nov-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	1-Oct-22	CICA	22-23
		Basic Control Skills	30-Jan-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	30-Jan-23	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Oct-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Oct-22	CICA	22-23
		Basic Control Skills	11-Jul-22	6-Aug-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	6-Aug-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	6-Aug-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	6-Aug-22	CICA	22-23
		Basic Control Skills	11-Jul-22	29-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	29-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	29-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	29-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	27-Mar-23	2-Jul-23	CICA	22-23
		Basic Control Skills	30-Jan-23	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	30-Jan-23	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	28-Jan-23	CICA	22-23
		Vehicle Inspection	30-Jan-23	1-Jul-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Control Skills	1-Dec-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	1-Dec-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	1-Dec-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	1-Dec-22	2-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	20-May-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Control Skills	8-Aug-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	25-Feb-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	25-Feb-23	CICA	22-23
		Basic Control Skills	14-Nov-22	26-Nov-22	CICA	22-23
		Basic Control Skills	27-Feb-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	27-Feb-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	3-Oct-22	1-Jul-23	CICA	22-23
		Basic Control Skills	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Control Skills	22-May-23	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	26-Nov-22	CICA	22-23
		Basic Road Skills/Class A Award	22-May-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	22-May-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	26-Nov-22	CICA	22-23
		Vehicle Inspection	22-May-23	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	26-Nov-22	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	26-Nov-22	CICA	22-23
		Vehicle Inspection	8-Aug-22	26-Nov-22	CICA	22-23
		Fundamentals of Truck Driving Plus	24-Apr-23	2-Jul-23	CICA	22-23
		Basic Control Skills	30-Jan-23	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	30-Jan-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	30-Jan-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	30-Jan-23	2-Jul-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Basic Control Skills	19-Sep-22	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	19-Sep-22	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	19-Sep-22	2-Jul-23	CICA	22-23
		Vehicle Inspection	19-Sep-22	2-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	25-Feb-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	25-Feb-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	25-Feb-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	25-Feb-23	CICA	22-23
		Basic Control Skills	11-Jul-22	24-Dec-22	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	24-Dec-22	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	24-Dec-22	CICA	22-23
		Vehicle Inspection	11-Jul-22	24-Dec-22	CICA	22-23
		Basic Control Skills	20-Jun-23	2-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	20-Jun-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	20-Jun-23	2-Jul-23	CICA	22-23
		Vehicle Inspection	20-Jun-23	2-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	6-Sep-22	25-Feb-23	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	6-Aug-22	CICA	22-23
		Basic Control Skills	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	1-Jul-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	1-Jul-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	1-Jul-23	CICA	22-23
		Basic Control Skills	8-Aug-22	28-Jan-23	CICA	22-23
		Basic Road Skills/Class A Award	8-Aug-22	28-Jan-23	CICA	22-23
		Fundamentals of Truck Driving Plus	8-Aug-22	28-Jan-23	CICA	22-23
		Vehicle Inspection	8-Aug-22	28-Jan-23	CICA	22-23
		Basic Control Skills	11-Jul-22	22-Apr-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	22-Apr-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	11-Jul-22	22-Apr-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	22-Apr-23	CICA	22-23
		Basic Control Skills	28-Nov-22	22-Apr-23	CICA	22-23
		Basic Road Skills/Class A Award	28-Nov-22	22-Apr-23	CICA	22-23
		Fundamentals of Truck Driving Plus	28-Nov-22	22-Apr-23	CICA	22-23
		Vehicle Inspection	28-Nov-22	22-Apr-23	CICA	22-23
		Fundamentals of Truck Driving Plus	24-Apr-23	2-Jul-23	CICA	22-23
		Basic Control Skills	4-Oct-22	20-Oct-22	CICA	22-23
		Basic Road Skills/Class A Award	4-Oct-22	20-Oct-22	CICA	22-23
		Fundamentals of Truck Driving Plus	4-Oct-22	20-Oct-22	CICA	22-23
		Basic Control Skills	11-Jul-22	28-Jan-23	CICA	22-23
		Basic Road Skills/Class A Award	11-Jul-22	28-Jan-23	CICA	22-23
		Fundamentals of Truck Driving Plus	11-Jul-22	28-Jan-23	CICA	22-23
		Vehicle Inspection	11-Jul-22	28-Jan-23	CICA	22-23

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Control Skills	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	7-Aug-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	7-Aug-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	2-Jul-24	CICA	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Control Skills	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	11-Sep-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	11-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	11-Sep-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	11-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	2-Oct-23	25-Nov-23	CICA	23-24
		Vehicle Inspection	2-Oct-23	25-Nov-23	CICA	23-24
		Basic Control Skills	13-Sep-23	16-Mar-24	CICA	23-24
		Basic Road Skills/Class A Award	13-Sep-23	16-Mar-24	CICA	23-24
		Fundamentals of Truck Driving Plus	13-Sep-23	16-Mar-24	CICA	23-24
		Vehicle Inspection	13-Sep-23	16-Mar-24	CICA	23-24
		Basic Control Skills	26-Feb-24	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	13-Apr-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	13-Apr-24	CICA	23-24
		Basic Control Skills	7-Aug-23	30-Sep-23	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	30-Sep-23	CICA	23-24
		Vehicle Inspection	7-Aug-23	30-Sep-23	CICA	23-24
		Basic Control Skills	22-Aug-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	22-Aug-23	2-Jul-24	CICA	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]		Vehicle Inspection	22-Aug-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	27-Nov-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	27-Nov-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Control Skills	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	25-Mar-24	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Mar-24	13-Apr-24	CICA	23-24
		Vehicle Inspection	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Control Skills	10-Jun-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jun-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jun-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jun-24	2-Jul-24	CICA	23-24
		Basic Control Skills	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	27-Nov-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	27-Nov-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	27-Nov-23	2-Jul-24	CICA	23-24
		Basic Control Skills	22-Jan-24	17-Feb-24	CICA	23-24
		Basic Road Skills/Class A Award	22-Jan-24	17-Feb-24	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	17-Feb-24	CICA	23-24
		Vehicle Inspection	22-Jan-24	17-Feb-24	CICA	23-24
		Basic Control Skills	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	2-Jul-24	CICA	23-24
		Basic Control Skills	30-Oct-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	30-Oct-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	30-Oct-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	30-Oct-23	2-Jul-24	CICA	23-24
		Basic Control Skills	10-Jul-23	5-Aug-23	CICA	23-24

STUDENT #	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Basic Road Skills/Class A Award	10-Jul-23	5-Aug-23	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	5-Aug-23	CICA	23-24
		Vehicle Inspection	10-Jul-23	5-Aug-23	CICA	23-24
		Basic Control Skills	25-Mar-24	11-May-24	CICA	23-24
		Basic Road Skills/Class A Award	25-Mar-24	11-May-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Mar-24	11-May-24	CICA	23-24
		Vehicle Inspection	25-Mar-24	11-May-24	CICA	23-24
		Fundamentals of Truck Driving Plus	8-Nov-23	2-Jul-24	CICA	23-24
		Basic Control Skills	10-Jul-23	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	13-Apr-24	CICA	23-24
		Vehicle Inspection	10-Jul-23	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Dec-23	16-Mar-24	CICA	23-24
		Basic Control Skills	26-Feb-24	8-Jun-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	8-Jun-24	CICA	23-24
		Fundamentals of Truck Driving Plus	26-Feb-24	8-Jun-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	8-Jun-24	CICA	23-24
		Basic Control Skills	10-Jul-23	23-Dec-23	CICA	23-24
		Basic Road Skills/Class A Award	10-Jul-23	23-Dec-23	CICA	23-24
		Fundamentals of Truck Driving Plus	10-Jul-23	23-Dec-23	CICA	23-24
		Vehicle Inspection	10-Jul-23	23-Dec-23	CICA	23-24
		Basic Control Skills	5-Sep-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	5-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	15-Apr-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	15-Apr-24	2-Jul-24	CICA	23-24
		Basic Control Skills	18-Mar-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	18-Mar-24	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	5-Sep-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	7-Aug-23	2-Sep-23	CICA	23-24
		Vehicle Inspection	18-Mar-24	2-Jul-24	CICA	23-24
		Basic Control Skills	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	26-Feb-24	2-Jul-24	CICA	23-24

STUDENT	LASTFIRST	COURSE_NAME	DATE ENROLLED	DATE LEFT	School	Year
[redacted]	[redacted]	Fundamentals of Truck Driving Plus	26-Feb-24	2-Jul-24	CICA	23-24
		Vehicle Inspection	26-Feb-24	2-Jul-24	CICA	23-24
		Basic Control Skills	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Road Skills/Class A Award	25-Mar-24	13-Apr-24	CICA	23-24
		Fundamentals of Truck Driving Plus	25-Mar-24	13-Apr-24	CICA	23-24
		Vehicle Inspection	25-Mar-24	13-Apr-24	CICA	23-24
		Basic Control Skills	30-Oct-23	2-Jul-24	CICA	23-24
		Basic Road Skills/Class A Award	30-Oct-23	2-Jul-24	CICA	23-24
		Fundamentals of Truck Driving Plus	30-Oct-23	2-Jul-24	CICA	23-24
		Vehicle Inspection	30-Oct-23	2-Jul-24	CICA	23-24

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 73 CICA #_____

Student ID #_[redacted]___ [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/7/21	10:15		Fail	
11/02/21	12:45		pass	

Date:	Lesson:	Rating:	Comments:
2/18/21			Student ready for DMV permit
9/20/21			working on skills
10/7/21			Student failed DMV brake test
10/13/21			~~Student failed skills test~~
10/28/21			Student pass DMV

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 155 CICA #_____

START DATE : 07/16/2021 / 10/18/21

Student ID #_[redacted]_/

[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/18/21				

Date:	Lesson:	Rating:	Comments:
7-16-21			Student is ready to take his pre-test
9/30/21			Student is still working on pre-test / skills
10/18/21			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union #1 CICA #_____

START DATE: ~~05/17/2021~~ 07-13-21

Student ID #_____

[redacted]

[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
11/09/21	8:30		Cancel	216413756
10/04/21				216443753

Date:	Lesson:	Rating:	Comments:
7-13-21			Start data General Knowledge
9/10/21			Student working on pre-trip
9/24/21			canceld apt for an earlier next apt 10/6/21

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 185 CICA #_____

START DATE : 08/26/21 End Date : [redacted]

Student ID # [redacted]

[redacted]

9/7/21 12:45 = Pass

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
				215494753

Date:	Lesson:	Rating:	Comments:
9/10/21			student failed drive test
9/23/21			Pass w/ Pattie

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
6.14.19	8:30	WSac	Pas=	124815744

Date:	Lesson:	Rating:	Comments:
5/6 - 5/7	pretrip & Skills	4	Student is working on skills and brake test
5/22	Pret trip		Amazing
5/22	Brake test	4	Student is good still needs to touch up
5/22	Skills	3 1/2	Student still does encrochment
5/22	Road	0	Student is working on his road test.
5/24	Road	2	Brake test Good Driving needs work - focus less on shifting and more on road

HIGHLANDS
COMMUNITY CHARTER SCHOOL

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES
Accrediting Commission for Schools

2019

High School_____ Labor Union # 185

[redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
7/19/19	8:30	W San	Fail	130602857
7/23/19				
7/23/19	10:15	W San	Pass	

Date:	Lesson:	Rating:	Comments:
3/27/19			working on skills / need lots of time on the road
4/25/19			Student membership has expired with 185. ok'd by Linda
4/25/19	Skills		See sheet - student park out of cones. Failed to look
6/28/19			Student cleared 185
07/10-17/19	Prive test	3	Student is having a hard time remembering not to ride the clutch continues to get in the wrong lane when making left turns
			Brake test is good; pretrip is good skills is good.
7/19/19			Student failed pre-trip at the dmv - missed entire wheel and brakes
7/23/19			Pass DMV w/ Tiffany

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 1130

[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
9/16/19	8:30	Tiffany	Fail	143858119
9/17/19	12:45	Dave	Pass	14344358

Date:	Lesson:	Rating:	Comments:
8/28/19			Student completed his pre trip and skills needs drive time
9/16/19			Student failed DMV test did Callout direction of examiner
9/17/19			Student passed with flying colors

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 73

Name: [redacted]

DL# [redacted]

[redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
8/1/18	8:30	W Sac	fail	132502118
9/4	8:30	W Sac		140356584

Date:	Lesson:	Rating:	Comments:
6/-10-19			Student showed up for one day, hasn't been back since
3/19/19			Student is working on pre-trip
4.1./19			Student is works on skills
4/22	skills		Student is still working on skills test.
4/26/19			
7/8/19			Student completed pre-trip skills and road ready for DMV testing
8/1/19			Student Brile skill test passenger parallel — Tiffany

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

PH# : [redacted]

10/29/19 8:30 am

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
~~10/9/19~~	~~11:00~~		fail	155382666
10/30	10:15		pass	160652256

Date:	Lesson:	Rating:	Comments:
9/17/19			Student is working on his pre-trip
10/9/19			DMV appointment Scheduled
10/21/19			Student is practicing new pre trip
10/29/19			student failed test did not pop both air brakes
10/30/19			student passed his class A

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185 CICA #_____

Student ID # No check / No medical

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
12/18/19	8:30			Canceled

Date:	Lesson:	Rating:	Comments:
12/11/19			Student ~~had~~ needs Drive over
12/11/19	Drive		Drive is good needs to look around more, Scheduled appointment for next week
12/18/19			missed appointment my fault

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
8:30	1-30-20			pass

Date:	Lesson:	Rating:	Comments:
5/24/19			Student got ins permit
8/20/19			No show
1/21/20			
1/30/20			pass / class A award

HIGHLANDS
COMMUNITY CHARTER SCHOOL

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES
Accrediting Commission for Schools

2019

High School_____ Labor Union # 324 Martinez CICA #_____

Student ID # [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
2/11/20	8:30		Fail	
2/25/20	8:30	~~8:30~~ Aristien	Pass	189334390

Date:	Lesson:	Rating:	Comments:
12/10/19			Student is ready to take his permit test
2/6/20	Prive test		Not speeding up/got in the wrong lane not the slow moving lane.
			unsafe lane change to close to front car
			Not shifting waiting to long to down shift, keeps chatting and, missed a sign, merged into lane without turning signal
			Crossed a solid white line from ftwy, shifts during turns
			Turn turn signal off too early
2-10-20			Student went two red lights and almost stopped on rail trucks
2-11-20	DMV Testing		Fail on skills test. could not back the truck straight
2/25/20	DMV test	Pass	Student completed his class got his class A

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 1130 CICA #_____

Student ID #_____

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #

Date:	Lesson:	Rating:	Comments:
3/9/20			Student ready for permit testing
10/19/20			Student ready to take the test

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

Student ID # [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/23/19	9:30			203702212

Date:	Lesson:	Rating:	Comments:
11/14/19	DMV		Student ready for permit testing

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 185 CICA #_____

Student ID #[redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
3/4/20	8:30			194 774 208
9/1/20	8:30		Pass	20135210

Date:	Lesson:	Rating:	Comments:
3/6/20	Drive		Student is ready to take DMV test

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 165 CICA #_____

Student ID # [redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
4-7-21	8:30		PASS	205887163

Date:	Lesson:	Rating:	Comments:
02/02/21			Student review for permit test
3/3/21	Prive	3	Student did good Still needs to get more to train
3/25/21			Ready to
4/7/21			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 73 CICA #_____

Student ID #[redacted]

[redacted]

PH# [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
4/8/21	8:30	Christ.	Pass	

Date:	Lesson:	Rating:	Comments:
4/8/21	Driv	Pass	all

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 185 CICA #_____

START DATE : 08/02/21

Student ID # [redacted]

01/07/22 @8:30

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
12/01/21	8:30	Patj	Fail	217907626
~~12/6~~				
12/29/21	10:15	Rescheduled		218150781
12/17/21	10:15	pass		219373681

Date:	Lesson:	Rating:	Comments:
8/2/21			Student starts
9/30/21			Student was not
11/02/13	Drive		Student is ready to take his DMV testing
11/16/21			Test drive was good.
12/01/21			Student will use the rest of day to practice pre-trip and skills
~~12/6/21~~			Student failed not pumping full tank of air prior to starting test called and left a message
12/08/21			Real test for getting in wrong lane.
12/17/21			1/07/22 pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

2021

High School_____ Labor Union # 145 CICA #_____

START DATE : 08/02/21 End 11/30/21

Student ID #_____

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
11/30/21	8:30		Pass	2175078 39

Date:	Lesson:	Rating:	Comments:
8/3/21			Student [redacted] is studying
9/10/11			Student is working on Pretrip / Skills
11/02/21			Student is ready to take DMV test
11/6/21			Drive test is good. Student is more cautious.

Highschool VOA Scholarship Local 185

Enrollment Type

Name [redacted]	
DL # [redacted]	PH #
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Tiger Lilies $ 1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
3.29.	8:30	Wsac	pass

Date:	Lesson :	Rating:	Comments:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Local 185

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : June 1 ~~8-16-16~~	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Vitek 50 a mile $1,300 - 1,700 a week	

[redacted]

DMV Appointments

Date:	Time:	City:	Results:
~~8~~			
8-8-17			pass

Date:	Lesson :	Rating:	Comments:
8-16-16	Apply Break test	1	Student need to study
8-16-16	Driving	2	student needs to learn the gears
8-16-16	Skills	OL	

HIGHLANDS COMMUNITY CHARTER SCHOOL

High School Labor Union # ✓

Last Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
10/19/18	8:30	WSac	pass	online

Date:	Lesson:	Rating:	Comments:
9/12/18	skills	3 1/2	needs more practice
9/13/18	Road	1	does not know where the gears are shifts to fast
9/14/18	Skill	2	[redacted] approached 2 hand and started to harrass her about why and who she is
9/17/18	Skills / Parking & Brake test	1	Brake test missed to push the whole test / skill test is good
9/17/	Skills / Brake test		
10/15/18	Parking Skills Brake test		Student does not pay attention to Sign on road. Does not look when turning
10/16/18	Skills	4	Student needs to learn to use mirrors when backing.
10/19/18	DMV exam		pass class "A"

Highschool VOA Scholarship

Enrollment Type

Local 18s

Name [redacted] 02/21/65

DL # [redacted]

PH # [redacted]

Start Date : 5/4/18

Permit Date : May 17. 2018

Finish Date: 8/7/18

CM & Ph #

Employment Info : Local 18s

$28 hour

DMV Appointments

Date:	Time:	City:	Results:
~~8/7/18~~	~~12:45~~	~~wSac~~	~~Pass~~
8/7/18	12:45	wSac	Pass

Date:	Lesson :	Rating:	Comments:
7/10/18	Driving test	4	
7/10/18	pre trip & skills	4	
	Schedule an DMV appointment		
7/16/18	Road test	4	Braking / Hwy Signs
7/17/18	Road test	4	Asked Student to get lighter shoes/Brakes hard
7/19/18	Road test	4	Though student drive good easy parts/need more practice
8/7/18	DMV testing	5	Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship

Enrollment Type

Name [redacted]	Local 185
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date : 3.6.18
Finish Date:	
CM & Ph #	
Employment Info : local 185 $28+	

DMV Appointments

Date:	Time:	City:	Results:
8/31	8:30	W Sac	Pass

Date:	Lesson :	Rating:	Comments:
6/18/18	Pre trip	4	Needs to work on air brake
7/16/18	Skills / pretrip	4	needs to slow down on skills
7/17/18	Road test	3	Does not pay attention to signs / brakes harsh
7/18/18	Road test	3	some mistakes as yesterday
7/19/18	Road test	3	Student has had him paying to the surroundings more
8/31/18	Dmv test	5	Pass
8/1/18	start 8 speed training		

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship

Enrollment Type Local 185

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : [redacted] 2.12.18	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : local 185 $28+	

DMV Appointments

Date:	Time:	City:	Results:
4/11/18	12:45	wsa	pass

Date:	Lesson :	Rating:	Comments:
2.1.18	Start date		
4.11.18	~~Start~~ End date		~~DMV exemination~~ ~~Exeminor was David~~
			Exeminor was David pass first time

HIGHLANDS COMMUNITY CHARTER SCHOOL

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 1565

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
2/7/19	8:30	WSAC	P955	101751706

Date:	Lesson:	Rating:	Comments:
1-10-19			Student attends orinatation has not been back since
~~1-14-19~~			Student is working on pre-trip inspection
1-21-19			Student is working on skills
1-24-19			student is working on drive test
1-25-19 ~~-125~~			Drive test
1/24/19	Drive	4	Student still needs practice shifting, Gets into a wrong gear
2/7/19			DMV Test & Class A award

Highschool VOA Scholarship

Enrollment Type

Name [redacted]

DL # [redacted]

PH # ~~(916)~~ 510-697-2989

[redacted]

Start Date :

Permit Date :

Finish Date:

CM & Ph #

Employment Info :

DMV Appointments

Date:	Time:	City:	Results:
9/6/18	8:30	Usa	Fail
9/13/18	10:15	WSac	fail
9/27/18	8:30	W Sac	fail
10/5/19	8:30	W Sac	Fail

Date:	Lesson :	Rating:	Comments:
8/6/18	Student is working on pretrip	3	
8/10/18	pretrip is going well need to work on brake test	3	
8/13/18	student is working on skills	3	needs to work on pretrip
8/16/18	Skills	4	need to work on brake test
8/20/18	Skills / Pretrip	3½	Still has improved need brake test
8/23/18	Skills / Pretrip	4	need to work on brake test
8/25/18	Skills	5	Pass
8/28/18	Brake test	3	Fail on apply brake and pop out test
9/13/18	Student forgot what lane to be in when making a right turn. fail the test		
1-10-19		5	waiting on dmv drive test appointment
21-29	Drive/skills and pretrip	4½	all week Rehearsal waiting for DMV test

2019

HIGHLANDS COMMUNITY CHARTER SCHOOL

2/5/19 DMV pretrip Fail Student forgot all pretrip

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 185

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
3/6/19	8:30	WSac	Fail	108296305
3/20	8:30	WSac	Fail	112200454
3/29	8:30	WSac	Pass	114559191

Date:	Lesson:	Rating:	Comments:
2/6/19	Practice test		Student will demastract permit test. Given Air/Combo
2/21/19	Road [redacted]		Student has given a check good to go
2/22/19	Brake test Road	1	Student is a good drive needs to work on brake test - fail) 2X
3/6/19	Braked Drive		Student passed all tests ready to go to dmv testing
3/8/19	DMV Testing		Student failed his pretrip inspection. with Tiffany
3/21/19			Fail- Student made unsafe turn.-
3/28/19			Pass

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 185

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
3/19	12:45	W Sac	Pass	111 319 872
~~3/12~~	~~8:30~~	~~W Sac~~	~~Pass~~	

Date:	Lesson:	Rating:	Comments:
3/6/19	Skills		Student needs to learn how to brake correctly
3/5/19	Drive		Student has a hard time stoping correctly needs to work on brakeing
			Student passed with tiffany
3/19/19			Pass

HIGHLANDS COMMUNITY CHARTER SCHOOL

High School

Labor Union # 185
5001181

Last Name [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
3/19	9:30		Pass	11138839

Date:	Lesson:	Rating:	Comments:
11/27	Pre-trip		Student starts his first day
1-10-19			Student has not been showing up to class
3/1/19			Student passed his pre-trip and skills test
3/6/19	DMV Road test		Student is working on his road skills
3/19/19	DMV final test		Pass Student completed w/certificate class A requirements

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 185

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
4/5/19	12:45	WSA	Pass	

Date:	Lesson:	Rating:	Comments:
3/15/19	Pre trip		Pass
4/5/19			Pass / A-Class A

A –

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

Page 2

High School_____

Labor Union # 185

[redacted]

PH# :_____

DMV Appointments

Date:	Time:	Location:	Result:	Conf #

Date:	Lesson:	Rating:	Comments:
4.12.19	skills	5	Student has completed skills test
4.15 to 4.25	Road		Student has a hard time shifting Student needs to look more in the mirrors and has a hard time naming road signs.
4/29/19	Dmv exam		Student failed to push trucker and trailer brake test
5/7/19	DMV testing		Pass Student completed full course

HIGHLANDS COMMUNITY CHARTER SCHOOL

2018

High School_____ Labor Union # 185

Swift
$1200 week

Name: [redacted]

DL# : [redacted]

DB# : [redacted]

PH# : [redacted]

4-29-19 DMV Appointments

Date:	Time:	Location:	Result:	Conf #
~~4/8/19~~	1:15	USac	Fail	11 7880628
5/7/19	8:30	USac	Pass	120877651

Date:	Lesson:	Rating:	Comments:
3/4/19			Student has completed all book work ready to permit testing
3/4/19	Dmv permit testing	4	
			→ student passed all test except air brake test
			student will continue training until passes full all tests
3/19/19			Student working on pre-trip
3/21/19	Pre-trip	4	need more work
3/27/19	R		working on Brake test
3/29/19	Pre-trip test		need to start working on truck
		2	→ Failed & missed the entire 5 wheel, skipped trailer air system failed on tires.
4-10-19	Drive test		Student needs to work on downshifting
4-11-19	Drive test		Student is doing better than yesterday

HIGHLANDS COMMUNITY CHARTER SCHOOL

2019

High School_____ Labor Union # 95

[redacted]

PH# [redacted]

DMV Appointments

Date:	Time:	Location:	Result:	Conf #
5/3/19	8:30	W Sac		Pass

Date:	Lesson:	Rating:	Comments:
5/13/19			Student is working on skills lost
5/31/19			Pass / ~~Fail~~ Got his class A

HIGHLANDS COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 183 CICA #_____

Student ID #_[redacted]

[redacted]

PH# :[redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
7-20-21	12:45		Fail	214123665
~~8/23/21~~	~~8:30~~			~~2146045 71~~
8/10/21	10:15		pass	21462993 7

Date:	Lesson:	Rating:	Comments:
4/29/21			Student ready to take test
7-13-21			Student ready to take test
7/28/21			Student stopped on a green light turn signal
8/10/21			Pass

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union # 189 CICA #_____

Student ID #_[redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
3/26/21	8:30			207551981
3/17/21				

Date:	Lesson:	Rating:	Comments:
02/24/21			pre-trip
3/3/21			Prime test needs [illegible]
3/26/21			Fail pre-trip test
3/17/21			April 2 pre-trip

HIGHLANDS
COMMUNITY CHARTER SCHOOL

2020

High School_____ Labor Union #✓ CICA #_____

Student ID #[redacted]

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #
10/13/20		Andy	pass	

Date:	Lesson:	Rating:	Comments:
10/12/20			Skills are excellent
10/13/20			Student pass all requirement

HIGHLANDS COMMUNITY CHARTER SCHOOL

High School_____ Labor Union #✓ CICA #_____

START DATE : 3-13-23 Grad Date : _____

Student ID #_____

[redacted]

PH# : [redacted]

DMV Appointments

Date:	Time:	Examiner	Result:	Conf #

Date:	Lesson:	Rating:	Concerns
7/6/23			Student completed his behind the wheel training
Graduated			

~~[illegible]~~ sch
Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : 4.6.16	Permit Date : 4.6.16
Finish Date:	
CM & Ph #	
Employment Info : Sac disposal $24	

DMV Appointments

Date:	Time:	City:	Results:
9			pass

Date:	Lesson :	Rating:	Comments:
8.3.16	Driving	—	Beginner
6.2.16	Driving	4	Student has improved ~~[illegible]~~
2.1.16	Skills / Drive test	3	Student needs to be more aware of surrounding

HCCS – TD, HS, LU 185, Sch

Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Comments/Employment info: ?	

DMV Appointments

Date:	Time:	City:	Results:
10-4-16	7:30	Sac	Fail
			pass

Date:	Lesson :	Rating:	Comments:
9.6.16	Air brake test	4	needs practice on backing
10.4.16	DMV Stand by		student failed pretrip. forgot all lights functions

HCCS – TD, HS, LU 185, Sch

Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : May 3 2016	Permit Date : July 1 2016
Finish Date:	
CM & Ph #	
Comments/Employment info: ?	

DMV Appointments

Date:	Time:	City:	Results:
10.14.16	8:30	Vissalia	Pass

Date:	Lesson :	Rating:	Comments:
8.16.16	Showing Brake leak test	0	[redacted] beginner
9.6.16	Applying Lock Test		

NOA

Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date : 4.1.16	Permit Date : 4.26.16
Finish Date:	
CM & Ph #	
Employment Info : ~~Uber~~ transport SHR $1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
8.25.16	8:30	WSac	pass

Date:	Lesson :	Rating:	Comments:

VOA

Enrollment

Name [redacted]

DL # [redacted] PH # [redacted]

Start Date : 11.2.15 Permit Date : 12.18.15

Finish Date: 5.1.16 with class A

CM & Ph #

Employment Info : Les Schwab tires

Attending Arc mechanics class MCCS

DMV Appointments

Date:	Time:	City:	Results:
5.16.16	8:30	WSac	Pass

Date:	Lesson :	Rating:	Comments:
11.10.15	Drive		Student is constantly complaining about how good he is.
12.8.15	DMV test - Failed		Student didn't want to pass. Said he like our program to much
1.3.16	DMV test - Failed		Student blamed everyone except the cute DMV woman.
1.5.16	Skills test		Student does not know where his trailer is Said he thought he left it around the block

Scholarship
Enrollment

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date: 7-27-16 w/class A	
CM & Ph #	
Employment Info : 5hr transport $1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
7-27	8:30	Yuba	Pass

Date:	Lesson :	Rating:	Comments:

Local 185

Enrollment

Name [redacted]	
DL # [redacted]	PU # [redacted]
Start Date : Jun 1 2016	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Night Transport $1,500 a week	

DMV Appointments

Date:	Time:	City:	Results:
9.8.16	8am	Sac	P/A 45

Date:	Lesson :	Rating:	Comments:
8.15.16	Driving / morning	3	
8.15.16	Driving / evening	4	Student is doing alot better
8.16.16	Appln / leakage test	3	Student needs to study the numbers
8.16.16	Driving test	4	Student is still needs practice on turns

Highschool VOA Scholarship

Enrollment Type

pg 2

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Transport iO $1,200 a week	

DMV Appointments

Date:	Time:	City:	Results:
2/27/18	12:30	WSac	Pass

Date:	Lesson :	Rating:	Comments:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship Local 185

Enrollment Type

Name [redacted]	
DL #	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Local 185 $28	

DMV Appointments

Date:	Time:	City:	Results:
12/18	8:30	wSac	pass

Date:	Lesson :	Rating:	Comments:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship
Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info :	

Failed his pretrip or his test brake student was going to fast

DMV Appointments

Date:	Time:	City:	Results:
6.21.17	8:30	wSa	fail
7.21.17	8:30	wSac	fail
8.17.	8:30	wSac	fail
10.17	8:30	wSac	fail
10.24	10:19	wGa	fail

Date:	Lesson :	Rating:	Comments:
6.21.17	Student fail pretrip missed a lot of parts		
6.24.17	~~Student~~ Reviewed all at pretrip and drive test		
	~~St~~ Needs to pay more attention to signs		
7.21.17	Student fail to name		
	all truck part fail DMV test		
8.17.17	Student failed missed		
	s wheel ~~and~~ on truck		
9.1.17	Student is retaking		
	permit test		
10.16.17	student completed his ~~requirements~~ pretrip / skills and road / schedule DMV test		
	student is having a hard time paying attention to signs / ride clutch		
10.18.17	when downshifting Road test / DMV test	3/2	Student rides clutch ~~St~~ got in wrong lane fail test
10.19.17	Road test		

HIGHLANDS COMMUNITY CHARTER SCHOOL

Highschool VOA Scholarship

Enrollment Type

Name [redacted]	
DL # [redacted]	PH # [redacted]
Start Date :	Permit Date :
Finish Date:	
CM & Ph #	
Employment Info : Vitek 48 $ a mile $1,100 - 1,700 a week	

DMV Appointments

Date:	Time:	City:	Results:
7-20-17	8:30	W Sac	pass

Date:	Lesson :	Rating:	Comments:
10/18/19	V.tek 54 $ per mile		

HIGHLANDS COMMUNITY CHARTER SCHOOL

Board of Trustees

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Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

October 3, 2024

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

RE: Notice of Complaint/Request for Information for CTE Truck Driving Program

Dear. Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On September 6, 2024, the District received a complaint alleging that HCCS allows non-students to participate in the CTE Truck Driving certification courses. The complaint alleges that the non-student participants are "friends of a former board member named Doyle Radford."

Actions Needed:

- Please respond to the allegation regarding non-students' enrollment in the CTE truck driving program.

- Provide the District with a copy of all CTE Truck Driving Certificates of course completion issued by HCCTS for the 2021-22, 2022-23, and 2023-24 years.

- Provide the District with any spreadsheets or historical documentation which delineates students verses non-students receiving CTE Truck Driving Certificates of course completions for the 2021-22, 2022-23, and 2023-24 years.

- Provide the District with rosters of all individuals enrolled in the CTE Truck Driving program for the 2021-22, 2022-23, and 2023-24 years.

The District requests that HCCTS respond to this follow-up request for information by no later than **5:00 PM on November 1, 2024.** Thank you for your attention to this correspondence and your anticipated cooperation.

Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,



Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

From: Sharilyn.Warta
To: Lindsay Curtis
Subject: RE: HCCTS Truck Driving Program
Date: Tuesday, September 24, 2024 8:24:00 AM
Attachments: image002.png
image003.png
image001.png
image004.png

Good Morning,

Thank you for sending the document and for encouraging the individual to reach out.

Have a wonderful day.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Lindsay Curtis <lindsay.curtis55@gmail.com>
Sent: Monday, September 23, 2024 9:49 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: Re: HCCTS Truck Driving Program

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

Attached is a pdf version of the roster. I hope it helps with any investigation you are able to enact. I will try and encourage the source to come forward to you directly.

Many thanks,
Lindsay

On Mon, Sep 23, 2024 at 9:51 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,

Thank you for following up. Documentation of the CTE Truck Driving participants is welcomed. Please feel free to send anything that would pertain.

While we respect the desire and rights of individuals to remain anonymous, we do encourage people with information to talk to us so that a complete and thorough investigation can be conducted. But, as I stated, we understand the desire to remain anonymous.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Lindsay Curtis <lindsay.curtis55@gmail.com>
Sent: Sunday, September 22, 2024 10:12 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: HCCTS Truck Driving Program

Good day, Shari.

In regards to our conversation last week about the CTE Truck Driving program at Highlands Community Charter and Technical Schools, I was wondering if a list of names would help, along with their affiliation: Highlands student, law enforcement, or union member. Unfortunately, Only Highlands students have last names listed, along with student ID numbers. For the latter two categories, those spaces are blank.

I recently got in touch with someone who wishes to remain anonymous and they sent me the current list, titled "Unofficial Class A Awards," with a list of names, categorization/affiliation, and when the person "graduated" from the program. It is an updated list of the list I told you I saw. From this list of 31 people, it does not appear that they are all Highlands students.

Is this something that will help you in your investigation? My concern is only that Highlands will be able to manipulate the data in some way, which we have known them to do.

Thank you again for your concern to this matter.

Sincerely,
Lindsay Curtis

From: Sharilyn.Warta
To: Lindsay Curtis
Subject: RE: HCCTS Truck Driving Program
Date: Monday, September 23, 2024 8:51:00 AM
Attachments: image001.png
image002.png
image003.png
image004.png

Good Morning,

Thank you for following up. Documentation of the CTE Truck Driving participants is welcomed. Please feel free to send anything that would pertain.

While we respect the desire and rights of individuals to remain anonymous, we do encourage people with information to talk to us so that a complete and thorough investigation can be conducted. But, as I stated, we understand the desire to remain anonymous.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

From: Lindsay Curtis <lindsay.curtis55@gmail.com>
Sent: Sunday, September 22, 2024 10:12 PM
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Subject: HCCTS Truck Driving Program

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.
Report Suspicious

Good day, Shari.

In regards to our conversation last week about the CTE Truck Driving program at Highlands Community Charter and Technical Schools, I was wondering if a list of names would help, along with their affiliation: Highlands student, law enforcement, or union member. Unfortunately, Only

Highlands students have last names listed, along with student ID numbers. For the latter two categories, those spaces are blank.

I recently got in touch with someone who wishes to remain anonymous and they sent me the current list, titled "Unofficial Class A Awards," with a list of names, categorization/affiliation, and when the person "graduated" from the program. It is an updated list of the list I told you I saw. From this list of 31 people, it does not appear that they are all Highlands students.

Is this something that will help you in your investigation? My concern is only that Highlands will be able to manipulate the data in some way, which we have known them to do.

Thank you again for your concern to this matter.

Sincerely,
Lindsay Curtis

Unofficial Class A Awards				
SID#	**Name**	**School**	**Start Date**	**Grad Date**
[redacted]	[redacted]	HCCS	11/14/22	5/12/23
		Law Enforcement	8/8/22	6/12/23
		CICA		**6/13/23**
		CICA	9/19/22	6/21/23
		HCCS	12/1/22	6/22/23
		CICA	7/11/22	6/26/23
		Local 185	2/21/23	7/12/23
		Law Enforcement		7/28/23
		HCCS		8/16/23
		Scholarship	7/3/14	8/18/23
		HCCS	2/27/23	8/23/23
		HCCS	12/1/22	9/13/23
		HCCS	12/7/22	9/22/23
		Law Enforcement		9/29/23
		HCCS	3/17/23	11/30/23
		Law Enforcement		1/17/24
		Law Enforcement		1/18/24
		Law Enforcement		1/19/24
		Local 185		1/24/24
		HCCS	1/18/23	2/26/24
		Local 185		2/29/24
		Local 186		3/28/24

[redacted]	[redacted]	HCCS	9/18/23	4/10/24
		HCCS	10/3/23	4/12/24
		HCCS	1/12/24	4/24/24
		Law Enforcement		4/25/24
		HCCS	5/29/24	4/29/24
		HCCS	12/27/23	5/1/24
		HCCS	7/26/23	5/20/24
		HCCS	12/5/22	6/14/24
		CICA		6/25/24
		CICA	1/23/23	7/17/24
				Total=32

HIGHLANDS
COMMUNITY CHARTER SCHOOL

June 22, 2018

Delivery by Email: steve.martinez@twinriversusd.org
Bill.McGuire@twinriversusd.org

Steve Martinez, Ed. D., Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan, CA 95652

Re: Highlands Community Charter School Response to Fiscal Crisis & Management Assistance Team Report

Superintendent Martinez:

The purpose of this letter is to respond to the Fiscal Crisis & Management Assistance Team's (FCMAT) report issued on June 7, 2018 to the Highlands Community Charter School Board by Sacramento County Office of Education Superintendent Gordon.

The Highlands Community Charter School Board of Directors and its Executive Director would like to express our ongoing commitment to work in close partnership with the Twin Rivers Unified School District (TRUSD) in an open and transparent way. This will benefit each and every student and immediately address any concerns the District may have. As with every response provided to FCMAT initially, Highlands Community Charter School (Highlands) takes FCMAT's report very seriously and will continue to have a strong commitment to address these concerns to the complete satisfaction of the District.

As anticipated, FCMAT found no evidence to demonstrate that fraud or misappropriation has occurred in any area of Highlands' operations, including student enrollment, support of students with disabilities, ADA, instructional minutes and days, avoidance of standardized tests, conferrals of diplomas, charging fees, or operating multiple sites. However, FCMAT identified areas in internal policies, procedures, and practices that may need enhancements to ensure full compliance.

Highlands has prepared this formal response addressing FCMAT's recommendations and findings which will include our corrective actions taken to date and future proposed remedies.

Highlands Community Charter School's responses, adjustments or corrections to FCMAT's audit summary report recommendations found on (pg. 49) are delineated in order as presented.

- **Violation of HCCTS' charter by serving students outside the parameters listed in the charter**

  The Audit Report states that for the three school years at issue in this audit, FCMAT identified a total of 51 students over who had been admitted to the school at the age of 21, and 29 students who had been admitted holding a U.S. high school diploma, meaning that 80 students who were served by Highlands were outside the parameters listed in the Highlands charter. (Audit Report, pg. 13.) Across those same three years, Highlands' cumulative enrollment was nearly 5,663 students, meaning that those students served by Highlands that were outside the parameters of the charter represented approximately 1.4% of Highlands' cumulative enrollment over this period. Moreover, although the charter indicated that "Highlands Community Charter School shall admit all students it is legally allowed to serve, who meet the exclusive WIA agreement requirement of being age 22 or older, and who submit a timely application," (Highlands Charter, pg. 24), the charter also provides that "HCCS expects to serve a combination of youth and adult students, with the 20 to 45 year old age group making up the greatest percentage of learners." (*Id.*, pg. 47). Therefore, it is inaccurate to assert that by admitting 51 students to the charter school at age 21, HCSS was truly "serving students outside the parameters listed in the charter." If these 51 students are removed from the calculation, the number of students served by Highlands that were outside the parameters of the charter would represent approximately 0.5% of Highlands' cumulative enrollment over this period. Highlands submits that such low percentages do not constitute a "material" violation of a condition or standard of Highlands' charter.

  Even more fundamentally, the revocation provisions of Education Code section 47607 are strictly *forward*-looking, in that they specifically provide for a process by which a charter authorizer must give notice of the alleged violation of its charter, and the charter school must be given an opportunity to remedy the violation. (Ed. Code section 47607, subd. (c)-(e).) In short, under California law a charter cannot be revoked, *ex post facto*, for a violation of the charter petition that has already been

remedied at the time of proposed revocation. Therefore, even if Twin Rivers were to conclude that the provision of services to these 80 (or 29) students constituted a "material" violation of Highlands' charter, such a conclusion would only *begin* the revocation process. Since Highlands had already-- *prior* to the issuance of the Audit Report—ended its practice of serving any pupil under 22 and/or in possession of a high school diploma, Highlands' charter cannot be revoked for the historical practice, noted in the Audit Report, of admitting a small number of students under 22 years of age or in possession of a high school diploma.

- **Whether the partnership agreement was entered into with the correct entity and whether serving students outside of the terms of the petition and partnership violates the requirement for an exclusive partnership and whether that also causes violations of its petition in light of the ruling in the *Grossmont* case**

FCMAT's Assertion that Highlands Did Not Provide Instruction "Exclusively in Partnership" with WIOA

Both Education Code section 47612.1, subdivision (a) (relied upon by Highlands as an exception to the requirement of Education Code section 47612 that apportionment funding may be drawn for a pupil over 19 years of age only if that pupil is continuously enrolled in public school and makes satisfactory progress toward the award of a high school diploma) and Education Code section 47605.1, subdivision (g) (relied upon by Highlands as an exception to the geographic restrictions of Education Code section 47605, subdivision (a) restricting a charter school's choice of facilities locations to the boundaries of its authorizing district) require that any charter requiring on the exceptions in question must "provide[ ] instruction exclusively in partnership with" (among others) "[t]he federal Workforce Innovation and Opportunity Act (29 U.S.C. Sec. 3101 et seq.)" ("WIOA"). In the Audit Report, FCMAT concludes that Highlands may not have provided instruction "exclusively in partnership" with WIOA due to the fact that the partnership agreement entered into between Highlands and Greater Sacramento Urban League ("GSUL") (a WIOA provider) specified that "[s]tudents must meet following conditions for enrollment with HCCTS charter schools…[t]hey must not possess a U.S. High School Diploma [and] [t]hey must be age 22 or older." (Audit Report, pg. 15.) Specifically, the Audit Report provides that:

"FCMAT believes that HCCTS is not operating exclusively in partnership with GSUL, because it has enrolled and served

students outside the terms of the partnership agreement and is therefore not entitled to exemption from the provisions of EC 47612.1 [sic] regarding continuous enrollment and satisfactory." (Audit Report, pg. 17; see also pg. 22, incorporating by reference this analysis to the Education Code section 47605.1, subdivision (g) inquiry).

As an initial matter, Highlands notes that the inquiry under both section 47612.1, subdivision (a) and section 47605.1, subdivision is not (as FCMAT states) whether a charter school is "*operating* exclusively in partnership with" WIOA but rather whether the school "*provides instruction* exclusively in partnership with" WIOA. The difference in language, though subtle, is critical; the actual language of these statutes root the analysis in the manner of instruction provided as part of the partnership, not in any other aspect of the partnership between a charter school and a WIOA provider partner- for example, the age and diploma status of the pupils served by the charter school.

In this connection, it is worth considering that the *Grossmont Union High School District v. Julian Union School District, et al.* (San Diego Cty, 37-2015-000333720-CU-WM-CTL) ("*Grossmont*") decision (cited in the Audit Report on page 13) held that with respect to the question of whether instruction is provided in "exclusively in partnership" with WIOA "[w]hat is deemed critical in section 47605.1, subdivision (g) is the type of instruction provided, not the status of the students. Although the *Grossmont* decision is binding only on the defendants in that specific case (and not on other litigants in California generally or even San Diego County specifically, as mistakenly suggested in the Audit Report), insofar as FCMAT relied on the *Grossmont* decision to guide its analysis of whether Highlands has provided instruction "exclusively in partnership" with WIOA, it should be noted that the *Grossmont* decision actually **supports** Highlands' claim that it was providing instruction "exclusively in partnership" with WIOA. Specifically, the Audit Report does *not* find that the type of instruction provided to 21-year old students and those already possessing a high school diploma differed in any way from the instruction provided to other students at Highlands, and does not find that in providing educational services to these 80 students Highlands violated or otherwise operated outside those provisions of the Highlands-GSUL partnership agreement relating to the provision of instruction. In emphasizing the status of students (specifically their age and their possession of a high school diploma) in order to resolve the question of whether Highlands provided instruction "exclusively in partnership" with

WIOA, FCMAT has applied an interpretation of Ed. Code section 47605.1, subdivision (g) that runs directly counter to the *Grossmont* decision.

Moreover, for FCMAT's theory that a violation of any term of the charter school-WIOA provider partnership agreement means that any performance under the agreement that fails to meet any term of the agreement is not provided "in partnership" (thus compromising the "exclusive" partnership), one would have to accept a theory of contracts at variance with generally accepted contractual principles under law. For one, it is black letter law that a breach of contract, no matter how serious, does not by itself terminate, cancel or otherwise void a contract. Rather, a material breach empowers the non-breaching party to *choose* among a number of remedies, one of which is to simply ignore the breach and continue to treat the contract as binding. This makes practical sense; there are a great many "breaches" of an agreement that, although technically "in violation" of the language originally included by the parties nevertheless do not harm the non-breaching party and may even be seen as desirable by the non-breaching party. The law defers to the wishes of the non-breaching party and does not impose upon that party a remedy (for example, termination) that the party has not chosen for itself. If the non-breaching party does indeed ignore the "breach" and continue to treat the contract as binding in all respects, any subsequent contract performance, by either party, remains performance conducted pursuant to and under the terms of that contract. In a partnership agreement, that would mean all subsequent performance remains performance conducted "in partnership" unless and until the non-breaching partner seeks some other remedy.

Further, the facts are that Highlands **does** provide all of its students with instruction in partnership with WIOA. Highlands is the recipient of a WIOA Title II grant[1], which funds educational services in one or more of three core workforce areas: 1. Basic education; 2. Career technical education; and/or 3. English language development. Since the inception of Highlands, every student, **without exception,** has received educational services in one or more of those areas. SETA, for its part, is mandated by the provisions of WIOA to work with Highlands as a Title II grant recipient, in regard to such services. Highlands has also engaged with other WIOA agencies, such as Lao Family, Asian Resources and La Familia, to provide access to such educational services, in the same manner as with GSUL.

[1] It should also be noted that as a Title II grant recipient, HIGHLANDS itself is a WIOA provider.

In sum, all students at Highlands do receive educational services in partnership with a WIOA provider. To the extent that Highlands enrolled a small number of students who did not meet the specific parameters set forth in the partnership agreement between Highlands and GSUL, that does not change the nature of the services provided. GSUL could have sought an appropriate remedy by, for example, refusing to serve those pupils or seeking a termination of the agreement. GSUL did not do so, and continued to operate under the terms of the agreement (even with respect to those pupils), thereby continuing to provide instruction "exclusively in partnership" with Highlands.

FCMAT's Assertion that Highlands Did Not Enter into a Partnership with the Correct Entity

FCMAT suggests that perhaps Highlands did not enter into a partnership with the correct entity, yet also acknowledges that even the one archived CDE "Suggestions for Successful Partnerships" (the title of which clearly indicates that it is an advisory document, not a mandatory rule) it was able to find on this point does not address adult charter schools. Additionally, FCMAT notes that although the California Workforce Investment Board ("CWIB") instructed Highlands to seek an agreement with Sacramento Employment and Training Agency ("SETA"), SETA in turn directed Highlands to seek a partnership with GSUL. In short, FCMAT suggests that Highlands should have attempted to force upon SETA a partnership that SETA did not want and refuse a partnership with an entity that *did* indeed wish to enter such a partnership—a partnership that was, moreover, encouraged by SETA itself. Highlands respectfully suggests that in this regard FCMAT presents an unrealistic understanding of how lasting, successful, and universally beneficial partnerships are formed.

Moreover, it remains unclear why FCMAT believes Highlands would be required to follow the directive of SWIB that Highlands partner with SETA, yet not expected to follow (and, indeed, was expected to *ignore*) the directive of SETA that Highlands partner with a one-stop career center or American job center like GSUL.

FCMAT's Assertion that Highlands Violated its Petition by Not Specifically Stating that it Would be Operating at Particular Locations Pursuant to the Exception of Ed. Code section 47605.1, subdivision (g)

FCMAT states that Highlands may have violated its charter by failing to identify in its charter the out-of-district locations at which it was to operate, and to clearly specify that it would so operate pursuant to Education Code section 47605.1, subdivision (g). However, no provision of law requires that Highlands do so.

FCMAT cites to the *Grossmont* decision for this supposed requirement, but both the *Grossmont* decision and *Anderson Union High School District v. Shasta Secondary Home School* (2016) 4 Cal.App.5th 262 (the appellate decision on which the *Grossmont* decision was based-- see Audit Report pg. 22) concerned only the geographic restrictions on charter school *operations* and did not concern the question of what information must be included in a charter school petition. (*Anderson*, supra 4 Cal.App.5th at 283, fn. 7 ["AUHSD contends the Cottonwood Resource Center is barred because SSHS may not establish a location that is not identified in its charter. Because we have resolved the issue presented by the parties under the Charter Schools Act, we need not address this alternative contention."].)

- **Irregularities in instructional days**

  FCMAT correctly pointed out that all schedules and tracks met the instructional minutes and instructional day requirement. However, FCMAT discovered the instructional course offering Cosmetology program did not meet the instructional day requirement (Schedule K). One student failed to meet the instructional day requirement. FCMAT reported this to the Highlands' Executive Director who immediately implemented changes to correct the condition which was an administrative oversight.

  FCMAT referenced the potential error for all prior school years up to and including 2016-17 in the Cosmetology program. However, the Cosmetology program did not start until school year 2016-17.

  To ensure full compliance with all attendance accounting requirements, Highlands will work in collaboration with our independent audit firm to thoroughly review our compliance with minimum instructional minute/day requirements for the current and prior fiscal years, and we will prepare and submit any revised attendance forms required by our auditor.

- **Questionable acceptance for participation in ASAM**

FCMAT called into question whether the 70 percent threshold for Alternative Schools Accountability Model (ASAM) eligibility had been reached.

Highlands' board approved the ASAM Alternative Application on March 4, 2015 and was signed by the board president. On March 10, 2015, TRUSD Superintendent signed the application and forwarded to the California Department of Education (CDE). It was received on March 17, 2015 and approved on March 24, 2015. Subsequently, the CDE approved Highlands' new Dashboard Alternative School Status (DASS) commencing in the fall 2017 through the fall of 2019. DASS replaced ASAM effective school year 2017-18. In both application processes, Highlands, TRUSD and CDE have complied with the application data and procedural processes.

- **Inconsistent use of CASAS testing, which was the system identified as HIGHLANDS' alternative testing system in the ASAM program**

  The use of CASAS testing is a standard practice for most schools serving adults in California. Also, WIOA mandates the use of CASAS for reporting skill attainment for adult participants. FCMAT correctly reported Highlands has had inconsistent application of the test. Highlands has made a significant organizational commitment to correcting this issue. Each school year Highlands has shown substantial growth in tests administered. Over the last two school years, Highlands has hired three additional proctors and a lead proctor. Additionally, all site clerical administrative staff have been CASAS certified. These commitments will ensure compliance with DASS requirements. We welcome any input from TRUSD and will work collaboratively with TRUSD to incorporate any additional necessary changes.

- **Course outlines not approved by the HCCTS board yet used by the charter as credit toward the award of diplomas**

  Highlands' staff and administrators did report the outlines were being updated and would be presented for Board approval. Highlands is updating the course outlines as part of the process of adopting new curriculum and also updating our school wide learner outcomes as part of our Western Association of Schools and Colleges (WASC) self-study. Several outlines have been updated and were ready to go to the board for adoption in December of 2017, however, a decision was made to hold off on the adoption until needed updates pursuant to our WASC self-study were approved, which would also require further updates be completed. At the writing of this response, the expected date of our completion of the

self-study is December 2018. Our expectation is that academic outlines will be brought to the board for adoption early in the fall of 2018.

Although Highlands' course outlines have not been approved by its Board of Directors, at this time, they have been reviewed and approved by the Administration and Academic Leadership. Also, as an adult serving charter, we presently do not offer college prep A-G courses.

- **Lack of verification or data to support attainment of student skills and knowledge, and permitting subjective decisions, potentially subject to personal biases, about skills and knowledge attained**

FCMAT stated that evaluation is based upon a "variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework or portfolio." While it is true that course completion does not include an end of course evaluation such as a standardized test for each course, this does not necessarily mean the decisions made regarding skills, knowledge, or course completion are necessarily subjective. As was explained to FCMAT, the academic courses do have formative assessments that have been aligned to the state standards for the various units of study for the academic courses. For example, the U.S. History course has several standard aligned units of study, each of which has a school wide, formative assessment tool that is used as part of the completion process. As our students are a very mobile group, the staff decided to be sure we were using a more formative assessment as part of the assessment process throughout smaller units as a basis for some of the skills assessment. In this manner, we have one form of assessment that we can use to indicate proficiency for smaller units in a course. FCMAT did not ask to see any of these assessments.

In addition, these formative assessments are only one measure of assessment. As was quoted in the course outlines, evaluation measures include a variety of measures such as projects, teacher evaluations, work samples, etc. The practice of using multiple assessment measures in a classroom is a generally accepted teaching practice. In fact, a teacher who relies solely upon a standardized test does not provide a platform for evaluating a number of common core standards such as presentation skills in the listening and speaking standards, integration of technology or demonstration of research skills. An evaluation of such skills has long been the professional purview of a course's teacher. In fact, one of the primary roles of providing instruction is to evaluate the student's proficiency and skills acquisition.

Further, the completion of a course by a standardized test is not a requirement for any school for the issuance of the course's credits. If it were, each high school and adult school across the state would be required to have every student pass a standardized course completion exam before the teacher issues credits for the course and that is clearly not the case. In fact, a survey of various local districts' course outlines will show these districts all include multiple measures in their course outlines as part of their course evaluations.

- **HIGHLANDS' use of CASAS testing results alone to determine whether a student qualified to graduate or to move to the next level of course work**

  FCMAT erroneously states that HIGHLANDS uses "HIGHLANDS test results alone to determine if a student qualified to graduate or move to the next level of course work." CASAS scores are one measurement of a student's proficiency and skills attainment; however, they are not the only measure. Using CASAS scores alone would be akin to a high school solely relying upon their results from the students' California Assessment of Student Performance and Progress (CAASP) tests to award course completion credits, a practice that is not done in any school that we are aware of. The use of CASAS scores to identify strengths, challenges and areas of need as an accountability measure is in alignment with how CAASP scores are used along with the State's accountability indicators.

  Highlands utilizes various methodologies to determine students' levels of academic success and ultimately their ability to graduate. These evaluations are based upon variety of evaluation methods to measure whether students meet requirements; these include teacher evaluation, self-assessment, publisher tests, and samples of work such as homework and formative and summative test and criteria.
  The practice of using multiple assessment measures in a classroom is a generally accepted teaching practice. In fact, a teacher who relies solely upon a standardized test does not provide a platform for evaluating a number of common core standards such as presentation skills in the listening and speaking standards, integration of technology or demonstration of research skills. An evaluation of such skills has long been the professional purview of a course's teacher. In fact, one of the primary roles of the teacher besides providing instruction, is to evaluate the student's proficiency and skills acquisition. Further, the completion of a course by a standardized test is not a requirement for any school for the issuance of the course's credits.

  While we feel that our assessment methodology is in full compliance with current guidance, we welcome any input from TRUSD and will work collaboratively with TRUSD to incorporate any necessary changes.

- **Problematic interpretation of CCR Title 5, and related granting of high school credits for GED testing to students outside the population identified in that law**

  FCMAT appears to be basing their reasoning on a statement on the California Department of Education ("CDE") website and language in the GED Program Policy Manual. The CDE statement lacks any legal authority and the GED Manual language is not relevant to the current circumstances.

  Highlands' practice of awarding specific academic class credit for students who have passed certain sections of the GED test is appropriate and not prohibited by state law. Despite FCMAT's claim that on CDE's website giving such credit is prohibited, there is no statutory authority to support this contention. Furthermore, the GED Program Policy Manual language does not specifically apply to test results and a representative of the company stated the Charter School has the discretion to award such credit. Additionally, even if giving such equivalency credit was expressly prohibited in Education Code section 51225.3, the Charter School would be exempt for the prohibition because of the Charter School waiver in section 47610.

- **Allowing a test taken in Spanish to substitute for a pre requisite in English**

  Students are awarded credits after passing either the English or Spanish version of the HiSET test with the exception of English language arts, if the test is taken in Spanish. FCMAT questioned the practice of awarding physical science course credits due to the pre-requisite of a ninth grade proficiency in English. All HiSET students are enrolled in high school. Transcripts are evaluated by Highlands' counselors and registrar. Credits are awarded from the HiSET on a case by case basis and are categorized as academic or elective as needed.

- **Conducting board votes via email in violation of the Brown Act**

  The report of voting by e-mail raises a Brown Act violation. However, the issue addressed was the "acceptance" of Linda Fowler as the LEA representative to the Board. The process of adding an authorizing district representative to the charter school's board differs from the method of electing board members in general, as an authorizer representative is appointed as per Ed Code and not elected or accepted by the charter's board. As TRUSD has the authority to appoint the

representative, Education Code Section 47604(b), any "acceptance" by the Highlands Board was not required.

Highlands has subsequently retained General Counsel, who ensures Brown Act compliance for all Highlands' board activities. Board members have also been provided with Brown Act reference materials, and may participate in yearly meetings held by CCSA and/or CSDC which feature ethics presentations, including Brown Act and conflict of interest reviews. All Board members are encouraged to participate in such presentations.

- **Conflict of interest issues involving an HCCTS board member who was also a board member of its charter authorizer. When a contract with that board member's firm came before the board, that board member failed to remove herself from the room and offered comment and information about the contract from the dais.**

When this occurred, Highlands did not have General Counsel to advise on conflict of interest issues, which it now does. Highlands view is that if any ethics violation occurred, it was as a result of Board members not fully understanding the requirements in regard to participation by Board members regarding matters in which there is an actual or potential conflict of interest. It should be noted, that there is no indication that any Board member who was in such a position, actually voted or attempted to influence Board action, and in fact, the record shows that any such member abstained from voting. The FCMAT report also notes that the Board took prompt action to void the contract from which the potential conflict arose.

With retention of General Counsel to advise on conflict matters, along with training available to Board members as discussed above, Highlands has, and will continue to be proactive to prevent any actual or potential conflicts of interest.

FCMAT also raised the issue of whether appointment of a TRUSD Board member to the Highlands Board created a conflict under Government Code section 1090, which codifies the common law doctrine of incompatible offices held by a public official, and section 1126(a), which addresses incompatible activities on part of a "local agency officer or employee". As appointment of the LEA representative lies with TRUSD, and not Highlands, these are issues which should be addressed by TRUSD. That said, if such an issue were to again arise, Highlands would make any concerns known to TRUSD. Further, it is not clear that either

code section applies to the Highlands' Board, as Highlands is a non-profit corporation.

Within the conflict of interest findings, FCMAT made reference to "undescribed litigation", as a complicating factor. The reference is incorrect, as no litigation was filed. Angelica Tellechea, doing business as LAED Consulting, claimed that following the revocation of the Highlands/LAED contract in November, 2014, she, at the request of former corporate President Mike Brunelle, continued to act on Highlands' behalf in seeking to obtain grant funding from CDE, and demanded payment for services rendered. General Counsel confirmed that written authorization, signed by Mr. Brunelle, confirming her authority to act on Highlands' behalf, was sent to CDE. Also, a second letter signed by then Vice President, Ward Allen, confirmed Tellechea's authority.

With confirmation of the authority granted to Tellechea, and after receiving the demand from Tellechea, General Counsel was authorized to negotiate a settlement, within Board set limits, with her. That settlement was reached and a release was signed by Tellechea on 9/4/15.

Going forward, Highlands will not enter into any consulting contracts or agreements that are deemed to be a real or potential violation of conflict of interest laws, and our General Counsel will ensure that all Board activities are conducted to prevent such conflicts of interest from arising.

- **Conflict of interest and payroll issues related to approval of consultant contracts to individuals who are also employees of HIGHLANDS**

  Following appointment of General Counsel, and on advice received, Highlands determined that the contracts in question were void, and did not make any payments then due under the contracts.

- **Possible violations of the Penal Code by allowing raffles to be held at the charter**

  Highlands has never sold raffle tickets. On two occasions, Highlands issued numbered tickets to students to be eligible to win attendance based prizes.

- **Questionable fiscal practices such as:**

  - **Payment of personal attorney fees for a board member from charter funds without board approval**

A demand was made for indemnity and defense of the Fair Political Practices Commission (FPPC) investigation (which is ongoing) and which included allegations of acts/omissions on board member's part as a Highlands Board member. Corporations Code § 5238 allows for indemnification of a board member. Under subdivision (f), expenses incurred may be advanced by the corporation, if the indemnitee enters into an undertaking that any expenses so advanced will be re-paid, if it is ultimately determined that the indemnitee did not qualify for indemnity under the statute.

Under subdivision (d), if the indemnitee is successful in defense of a proceeding, or part thereof, indemnity is mandatory.

Following Board authorization to make payments as allowed by subdivision (f), the board member entered into such an agreement on May 5, 2016. The agreement limits any advance payments to expenses incurred in the FPPC investigation only, and requires that board member provide copies of billings from her attorneys. Those bills were reviewed by General Counsel, and of the approximately $30,000.00 billed to board member, $14,979.03 was paid.

- **Payment of an employees' personal car repairs from charter funds and without board approval**

Highlands' board approval was not necessary due to the nature of the reimbursement; therefore, the Executive Director's approval was appropriate. The employee was receiving mileage reimbursement for normal wear and tear on her vehicle while performing her duties as a custodian servicing multiple sites. Unfortunately, the employee was using her vehicle in an extraordinary way. She was transporting tables, chairs, janitorial supplies and chemicals, and other items as deemed necessary to complete her job. Highlands was unable to provide a company vehicle. The employee's vehicle sustained significant wear and tear which was inconsistent with normal operator use. It was deemed appropriate by the Executive Director to authorize the needed repairs to ensure the school had transportation for the employee to complete her duties and operational needs.

The decision to pay for the vehicle repairs was based on prior experience authorizing expenditures as a State supervisor and training received consistent with the State Contracting Manual.

Additionally, the California Supreme Court has ruled consistently in this arena.

The California Supreme Court has held that an employer can reimburse for vehicle expenses via a lump-sum payment. Employers should be warned however that if they utilize the IRS mileage rate or a lump-sum payment, and the employee can show that the chosen method does not cover all actual expenses incurred, the employer will be liable for the difference.

- **Providing gifts to students in violation of the charter's board policy**

  Board policy 140106-VII-D states the charter may award students who have demonstrated excellence with equipment that does not exceed two hundred dollars. Examples of excellence may include perfect attendance for a set period of time, high grades, passing an industry recognized exam, etcetera. There were approximately five laptops awarded that exceeded the two hundred dollar threshold by approximately twenty dollars with tax and recycling fee included. On February 23, 2018, a letter from Highlands Executive Director to Executive Staff at TRUSD reported the incidents and no further incidents have occurred. The Executive Director informed Highlands Board of Directors of the issue and corrective actions.

  FCMAT also asserted that after their field work was competed they received information from a confidential informant that Highlands provided $500 gift cards, big screen plasma televisions and Target gift cards to students to generate attendance. This information is false and these awards never took place. Rather than expand the investigation to confirm the validity of this claim, FCMAT simply repeated the unfounded allegation as a finding in their report.

- **Implementing hiring practices in violation of the law, which allowed convicted felons to have access not only to HIGHLANDS students and staff but also to the minor children in its child development program**

  On January 23, 2018, Executive Staff at TRUSD contacted the Executive Director of Highlands regarding the background clearance process of two employees. Highlands' petition mandates compliance with Ed Code Section 45125.1 and 44237. The two identified employees were immediately placed on paid administrative leave pending investigation.

On January 30, 2018, Executive Staff from TRUSD and the Executive Director of Highlands met to discuss potential remedies to the issue. Both employees were former students and graduates of Highlands. One employee was a known felon to the Executive Director and the other was not, due to her offense occurring in another state approximately seventeen years prior. Neither employee was a Penal Code Section 290 sex offender.

After completing the investigation, both employees were terminated. Highlands established additional control measures to ensure compliance with the Ed Code. Classified staff now submits to a California and multi state live scan prior to employment. The multi-state search should ensure all convictions are reported.

FCMAT made two serious and erroneous statements within the hiring practices heading on (pg. 47). FCMAT reported through a confidential informant that a Highlands Administrator was aware of the felony conviction of the employee and was his Parole Agent. This assertion is impossible. Although, a Highlands Administrator was a Parole Agent, he retired five years prior to him becoming a parolee and had no previous relationship.

Additionally, FCMAT reported that an employee working in the Early Childhood Education program was a gang member and a convicted felon. This allegation is erroneous. The employee in question is a graduate of Highlands and is presently employed. Prior to her employment, she submitted a California and multi-state live scan on March 1, 2017 and it was forwarded to the California Teaching Commission. Her live scan reflected a misdemeanor offense and she is not a gang member.

- **Allegations of sexual harassment by HIGHLANDS administrators**

Highlands Board of Directors originally approved the sexual harassment policy on June 1, 2013. The policy was revised and re-approved on April 1, 2016. Highlands is committed to providing an unlawful harassment and sexual harassment free workplace. There are three components to this commitment. All employees receive and sign an employee handbook annually that informs them of Highlands' sexual harassment policy, additional site based sexual harassment training to all staff, and annual training facilitated through "Safe Schools" online program.

In April 2018, Executive Staff at TRUSD contacted the Executive Director at Highlands with information that a confidential informant stated an administrator was grooming the Human Resource Generalist for a sexual

relationship. On April 6, 2018, the Generalist was interviewed pertaining to the allegation. She denied ever experiencing sexual harassment or feeling groomed/manipulated by the Administrator for a sexual relationship.

Any complaint of unlawful harassment, discrimination or sexual harassment, has been actively investigated by Highlands, to include, where appropriate, retention of outside investigators. As the result of one such investigation the offending employee was terminated.

- **Use of "Confidential Informants"**

Highlands notes that on several issues, FCMAT made findings based on information received from "confidential informants." Not only are such findings troubling in the absence of any indicia of the informant's reliability, but some of these allegations had already been raised to Highlands and responded to directly with TRUSD. For example, the section on "Hiring Practices" does not reflect that Highlands worked closely with TRUSD to address the issue of employees having felony convictions, and contrary to the FCMAT report, in agreement with TRUSD's position, Highlands terminated the employees. Similarly, the reference to expensive gifts being given to students to encourage attendance, which is not true, had been addressed with TRUSD by the Executive Director.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Highlands appreciates the opportunity to respond the FCMAT audit. The successful partnership between Highlands and the Twin Rivers Unified School District in providing outstanding educational services to the community is essential. With that responsibility, I will endeavor to provide these services with great respect to that responsibility.

Should you have any questions or concerns, please do not hesitate to contact me at erniedaniels7@gmail.com.

Ernie Daniels

ERNIE DANIELS
Corporate President
Highlands Community Charter School

Exhibit I

Annual Oversight Reports

Highlands Community Charter and Technical Schools
CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)
Annual Oversight Report 2021-22

April 3, 2023

CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)

Prepared by: Shari Marshall

This report summarizes the California Innovative Career Academy for the 2021-22 school year activities and includes and update on the 2022-23 school year.

Key Data Points	2020-2021	2021-2022	2022-2023
October Enrollment	363	780	2202
Socioeconomically Disadvantaged	93.11%	93.97%	94.88%
English Learners	12.40%	46.28%	35.42%

The report will be divided into seven areas and are aligned with TRUSD board policy on charter oversight.

Part 1 Compliance with Legal Requirements (Board Policy)
Part 2 Student Outcomes and LCAP (Board Policy)
Part 3 Fiscal Condition (Board Policy)
Part 4 Key Elements Data
Part 5 Site Visit Observations
Part 6 Summary
Part 7 Appendix

TWIN RIVERS UNIFIED BOARD POLICY: MONITORING CHARTER SCHOOL PERFORMANCE

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving, both school wide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32*, *47604.33*, *47606.5*)

Highlands Community Charter and Technical Schools
CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)
Annual Oversight Report 2021-22

PART I: COMPLIANCE WITH LEGAL REQUIREMENTS (BOARD POLICY)

Board Policy:
The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

CICA reports they filed all required reports with their office, and there are no known violations of law. TRUSD reports that all required reports have been filed, and there are no known items to report.

PART 2: STUDENT OUTCOMES AND LCAP (BOARD POLICY)

Board Policy:
The Board shall monitor each charter school to determine whether it is achieving, both school wide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

There are limited ways to measure student outcomes for alternative programs as students do not take the Smarter Balanced Assessments taken in traditional K-12 schools. Data points from the most recent LCAP are included in this report.

Dashboard Alternative School Status (DASS)
CICA is a DASS participating school.

The 2022 California School Dashboard (Dashboard) and Graduation Rate Additional Report now include the DASS one-year graduation rates for schools identified as DASS. DASS schools are alternative schools that mainly serve "at-promise" students and have met the DASS eligibility requirements. The DASS one-year graduation rate measures the percentage of students who were enrolled in grade twelve (including early grade eleven graduates) during the 2021–22 school year and earned a standard high school diploma, special education certificate of completion, California High School Proficiency Examination (CHSPE), or an adult education diploma. These students count as graduates for the purposes of the DASS one-year graduation rate.

Please note that due to the denial of California's waiver by the U.S. Department of Education in 2022, the DASS one-year graduation rate will not be used for accountability purposes. Instead, it is provided for informational purposes only at the school-level for DASS schools. In addition, DASS one-year graduates will not be used for calculating the outcomes of the College/Career Indicator for DASS schools in future Dashboards.

Highlands Community Charter and Technical Schools
CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)
Annual Oversight Report 2021-22

PART 3: FISCAL CONDITION (BOARD POLICY)

Fiscal Condition

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

CICA's audit report reflects unrestricted net assets of $5.8M at the close of 2021-22. The $6M net assets are significantly higher than from the 2020-21 year (negative $126K).

2021-22 End of Year Financial Position

Statement of Financial Position Audited Financial Statement						
		2019-2020		2020-2021		2021-2022
ASSETS						
Cash	$	27,772	$	44,010	$	1,988,073
Accounts Receivable	$	1,382,538	$	961,017	$	5,198,890
Prepaid	$	1,316	$	12,773		
Intercompany Receivable (payable)			$	(950,000)		
Fixed Assets			$	-		
Deposits			$	-		
Total Assets	$	1,411,626	$	67,800	$	7,186,963
Accounts Payable	$	238,947	$	33,139	$	112,710
Accrued Expense	$	462,636	$	161,139	$	998,554
Revenue Anticipated Notes	$	439,081				
PPP Loan Payable						
Factoring Agreement			$	-		
Total Current Liabilities	$	1,140,664	$	194,278	$	1,111,264
Restricted	$	270,962			$	221,876
Unrestricted	$	270,962	$	(126,478)	$	5,853,823
Total Net Assets	$	270,962	$	(126,478)	$	6,075,699
Total Net Assets & Liabilities	**$**	**1,411,626**	**$**	**67,800**	**$**	**7,186,963**

Highlands Community Charter and Technical Schools
CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)

Annual Oversight Report 2021-22

2022-23 Second Interim Multi-Year Projection (MYP) Summary

Based on data submitted in March 2023 (Second Interim Budget), CICA projects to be fiscally solvent in 2022-23, 2023-24 and 2024-25 with a 2022-23 projected ending balance of $16.4 M (52.9% of expenditures).

Statement of Financial Position				
	2021-22 Unaudited Actuals	CICA 2ND INTERIM MYP		
		2022-23	2023-24	2024-25
ADA/Projected ADA	1102.39	2500.00	3000.00	3600.00
Income	$ 17,198,766	$ 41,402,252	$ 53,439,612	$ 66,357,423
Expenditures	$ 11,183,839	$ 31,044,092	$ 46,461,347	$ 60,589,289
Income Less Expenditures	$ 6,014,927	$ 10,358,159	$ 6,978,265	$ 5,768,134
Beginning Balance	$ (126,478)	$ 6,075,699	$ 16,433,858	$ 23,412,123
Ending Balance	$ 5,888,449	$ 16,433,858	$ 23,412,123	$ 29,180,257
Ending Balance as % of Expenses	53%	52.94%	50.39%	48.16%

*Unaudited Actuals HCCS & 2021-22 Multi-Year Projection Summary (CICA)

PART 4: KEY ELEMENTS DATA

Year	Total Students	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2022-23	2202	190	7	279	3	411	22	1148	128	14
2021-22	780	177	9	121	1	234	9	191	29	9
2020-21	363	124	3	14	2	144	7	50	16	3

*https://dq.cde.ca.gov/dataquest/dqcensus/EnrEthYears.aspx?cds=34765050139584&agglevel=School&year=2021-22&ro=y

Highlands Community Charter and Technical Schools
CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)
Annual Oversight Report 2021-22

Other Key Data Elements

	2021-22 CICA Age Range			2022-23 CICA Age Range			
Age Group	Grade 9	Grade 12	Total Enrollment	Grade 9	Grade 10	Grade 12	Total Enrollment
22	1	6	7	14	2	9	25
23-29	67	135	202	339	50	171	560
30-39	117	222	339	575	108	281	964
40-49	41	91	132	238	44	133	415
50+	55	45	100	139	33	66	238
Total	281	499	780	1305	237	660	2202

*https://data1.cde.ca.gov/dataquest/dqcensus/EnrAgeGrd.aspx?cds=34765050139584&agglevel=school&year=2022-23

CALPADS data from the LCFF Unduplicated Pupil Counts reports CICA's EL population to be at 46.28%.

English Learners							
2021-22 English Learner	English Only	Initial Fluent English Proficient	English Learner	Reclassified Fluent English Proficient	TBD	Total	EL as % of Total
CICA	404	3	361	12	0	780	46.28%
TRUSD	16,072	627	8,182	3,868	36	32,514	50.91%
Sacramento Co.	159,492	8,079	42,410	28,592	693	243,002	26.59%
State	3,509,857	270,040	1,127,648	963,056	15,481	589,240	32.13%

** LCFF Unduplicated Pupil Counts, CALPADS C/A 1.17 (Data provided by Chris Arnold)*

Highlands Community Charter and Technical Schools
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Unduplicated Pupil Percentage (UPP)

CICA UPP decreased by 1.51% from the 2021-22 year to the 2022-23 school year.

Unduplicated Pupil % Counts	2020-21	2021-22	2022-23
Total Enrollment	363	780	2,202
Free & Reduced Meal Program	338	703	1,826
Homeless	48	130	325
Unduplicated FRPM Eligible Count	338	709	1,881
English Learner (EL)	45	361	0
CALPADS Unduplicated Pupil Count (UPC)*	341	750	2,084
UPP %**	93.94%	96.15%	94.64%

*Students are counted once to arrive at this total
*Funded UPP based on three year rolling average and may be capped at % of authorizing LEA

*https://www.cde.ca.gov/ds/ad/filescupc.asp

2021-22 Expenditures

90.92% of expenditures were identified as educational program services. Approximately 71% of the budget is spent on salary and benefits of employees.

CICA 2021-22 Expenditures*	Educational Programs	General & Administrative	Total	Prior Year
Certificated Salaries	$ 3,411,929		$ 3,411,929	
Classified Salaries	$ 2,153,106	$ 209,740	$ 2,362,846	
Employee Benefits	$ 1,949,911	$ 84,816	$ 2,034,727	
Books & Supplies	$ 251,502	$ 32,289	$ 283,791	
Professional/Consulting/Operating Expenditures	$ 2,232,033	$ 671,269	$ 2,903,302	
Interest Expense			$ -	
Depreciation			$ -	
Total	$ 9,998,481	$ 998,114	$ 10,996,595	
% by Program/Support	90.92%	9.08%	100.00%	
Total Employee Costs/Benefits			$ 7,809,502	$ 2,921,888
Total Employee Costs/Benefits as % of Total Expenditures			71.02%	79.82%

*Highlands Community Charter and Technical Schools audit report pg 24.

PART 5: SITE VISIT OBSERVATIONS

Site Visits

On Thursday, January 19, 2023, Twin Rivers visited 5 sites for HCCS and CICA. The visits were led by Von Allen, Director of Equity Initiatives, Brian Hamilton, Assistant Deputy Director, and Mayra Valdivia, Assistant Deputy Director. Executive Director, Murdock Smith met up with the team at the Oak Park site. Principals from most of the sites lead the tour at their locations.

Physical Plant

The physical plants varied from business office spaces to a converted car dealership, churches, and a historical parish downtown. The Historic Oak Park site had recently received updates with renovations and fresh paint. The Florin site provided a very open floor plan while still allowing space for private meetings. The Calvary site provided plenty of space for the class, but could use some improvements to widen the narrow hallway to be more handicapped accessible. CICA and HCCS use shared spaces in many of the physical locations.

Challenges

Enrollment continues at a steady increase as CICA is enrolling approximately 200 students per week with a long-term retention rate of an estimated 70%. While this is also a success, CICA and HCCS find it challenging to meet all the needs of the new students, especially with a large homeless population included in the enrollments. Ensuring students have basic technology training and basic needs met continues to be a priority. This growth creates other challenges as well such as inadequate parking spaces at sites. To combat this, leadership continues to look towards expanding by opening new sites as needed.

Successes

The Mentorship program is one of the successes that assists the school in building relationships and keeping students connected and motivated. Another major success is the many stories of job placements for former students, both in the community and within the organization itself. Several employees shared their stories of graduating and wanting to stay with the organization to give back to the program. By hiring former students, current students have someone to connect with and feel more understood. The digital boot camp is a huge success as it ensures that all studence receive basic technology training.

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CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)
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PART 6 SUMMARY

Twin Rivers conducted the annual leadership meeting on November 3, 2022. Members from Highlands Community Charter School and California Innovative Career Academy were present:

- Murdoc Smith, Executive Director
- Matthew Lemos, Acting Director of Finance
- Christina Martinez, Director, CICA
- Lars Jorgensen, Chief of Staff
- Kevin Taylor, Deputy Director
- Melissa Roberson, Special Projects
- Brian Hamilton, Assistant Deputy Director
- Andrew Michaud, Principal
- Mayra Valdivia, Assistant Deputy Director

The Leadership team shared a brief overview of how the programs began in 2014-15 and how it has evolved to where it is today. The team is especially proud to be providing independent learning opportunities to a population that would otherwise be excluded because they do not have the supports they need at home.

HCCS supports academic success in a variety ways, which includes, but is not limited to high dosage tutoring (flexible hours between 6 am and 10 pm), robust cultural proficiency training for tutors, close alignment of tutors with teachers to ensure proper academic supports, and digital boot camps for students to ensure they have adequate knowledge of technology to be successful in Independent Study programs.

Other supports for students include a significant investment in a mentorship program to increase touchpoints with students and provide them with additional SEL supports. Technology assistance is provided through Chromebook and Cell Phone distribution to students as well as hands on training with "Digital Navigators" to teach students how to utilize the resources.

Leadership changes that were made in the recent past include the hiring of Matthew Lemos as Acting Director of Finance and Lars Jorgenson Chief of Staff. HCCS expects to continue expanding its sites, which aligns with their approach to ensure equity in access by providing educational opportunities in the neighborhoods they serve.

Twin Rivers continues to encourage HCCS to communicate about the plans to expand or close sites before the changes are made.



Murdock Smith
Executive Director

PART 7: APPENDIX

Appendix A: CICA Mission (extracted from CICA's website)

Motto | Mission | Vision

MOTTO: IT'S NEVER TOO LATE!

VISION: TO ERADICATE EDUCATIONAL INEQUALITY.

MISSION:

WE ARE A DIVERSE COMMUNITY FOR SOCIAL JUSTICE, SERVING THE UNSERVED, PROVIDING ACCESS TO EDUCATION, TECHNOLOGY, COMMUNICATION, AND EMPLOYMENT FOR 21ST CENTURY ACHIEVERS. THROUGH COMMUNITY PARTNERSHIPS, WE WILL BUILD NEW LEGACIES LEADING TO SELF-SUFFICIENCY AND GENERATIONAL CHANGE.

Appendix B: Main Campuses

CICA operates resource centers at the following sites (as provided by HCCS). The primary site is on Grand Avenue, with other sites co-located with Highlands Community Charter.

2022-23 Sites (Updated 3-29-23)

***Auburn**
4441 Auburn Blvd, (H/J/M)
Sacramento CA 95841

CICA Main Campus
1333 Grand Avenue
Sacramento CA 95838

***Florin Rd**
3801 Florin Rd. Suite 107
Sacramento CA 95827

Holy Cross
800 Todhunter AVe
West Sacramento CA 95838

Industrial
8180 Industrial Pkwy
Sacramento, CA 95824

***Maple 2 (St. Rose)**
5961 Franklin Blvd
Sacramento CA 95824

***O Street**
1326 O Street
Sacramento, CA 95814

St. Anne's
7720 24th St
Sacramento, CA 95832

Bethany
9880 Jackson Road
Sacramento CA 95827

Clay Street
3805 Clay Street
Sacramento CA 95838

Folsom Blvd
10017 Folsom Blvd.
Sacramento CA 95827

Howe Ave
1111 Howe Ave #630
Sacramento, CA 95825

***Lao Family**
2325 East 12th
Oakland, CA 94601

McClellan
3144 Palm St. #826
McClellan Park, CA 95652

***Rosemont**
Sacramento CA

***Bowling**
717 Bowling Drive, #1120
Sacramento CA 95823

***Del Paso (Calvary)**
1100 Las Palmas Ave
Sacramento, CA 95815

Hillsdale 2
5655 Hillsdale Blvd. Suite 9
Sacramento, CA 95842

Hurley
3205 Hurley Way
Sacramento CA 95864

Marysville
715 C Street
Marysville CA 95901

***North Laguna 2**
8211 Bruceville Rd, #125
Sacramento CA 95823

SHRA-Marina Vista
30 Seavey Circle
Sacramento, CA 95818

**Indicates sites added sinces 2021-22. (9 total)*

Appendix B: Main Campuses Continued

2021-22 Sites

CICA Main Campus
1333 Grand Avenue
Sacramento CA 95838

Bethany
9880 Jackson Road
Sacramento CA 95827

Clay Street
3805 Clay Street
Sacramento CA 95838

Folsom Blvd
10017 Folsom Blvd.
Sacramento CA 95827

Grand Avenue
1333 Grand Ave.
Sacramento CA 95838

Holy Cross
800 Todhunter AVe
West Sacramento CA

Howe Ave
1111 Howe Ave #630
Sacramento, CA 95825

Hurley
3205 Hurley Way
Sacramento CA 95864

Industrial
8180 Industrial Pkwy
Sacramento, CA 95824

Marysville
715 C Street
Marysville CA 95901

McClellan
3144 Palm St. #826
McClellan Park, CA 95652

SALAM
4545 College Oak Dr.
Sacramento CA 95841

SHRA-Marina Vista
30 Seavey Circle
Sacramento, CA 95818

St. Anne's
7720 24th St
Sacramento, CA 95832

EL Camino
4813 El Camino Ave

Hillsdale
5655 Hillsdale Blvd
Sacramento CA 95842

Whitney
3532 Whitney Ave
Sacramento, CA 95821

Aspire
2520 33rd At.
Sacramento CA 95817

Appendix C: LCAP Summary

Successes

At California Innovative Career Academy, our goal is to provide increased services and resources that will set the foundation for the highest level of student achievement and accurately measuring performance is a large part of that goal. Due to the COVID-19 pandemic, there has been a suspension of data in the Dashboard. Instead, CICA uses local measures to indicate performance in each of the three goal areas.

Academic Performance

- 3,950 total number of CASAS math and reading assessments in 2021-2022.
- 54% of students with a pre- and post- CASAS test achieved a level gain.
- 29% increase in graduation number since last year. 118 graduates have walked the stage with their high school diploma in the 21-22 school year compared to 88 graduates in 2020-2021.
- 1,115 English Learners (ELs) now have access to supplemental literacy and advanced curriculum to provide English skill-specific content through ABC English and Burlington English.
- 1132 Chromebooks and 598 hotspots were distributed to students for equitable access to online learning.

Workforce Readiness

- 70 students are currently enrolled in career technical education and more students are learning about CTE opportunities through in class presentations, appointments with counselors, and through exposure to workforce chats.
- 26 students are enrolled in the workforce readiness class to help them gather the knowledge, skills, and training to be successful in the workplace. Three new CTE offerings were added including Multi-Craft Core Construction (MC3), Paraeducator pathway, and the introduction of internships.

Student Services

- 15 students received eyeglasses through our partnerships
- 50 students visited our mobile Clothing Closet and received free and much needed clothing items which includes winter wear, interview attire, formal wear, and children's and infant's clothes.
- 48 students received other services such as food, housing, delivery of technology, and more.

Identified Need

Through the use of the Comprehensive Adult School Assessment System (CASAS) we expect that we will see literacy, math and speaking skills improve by both individual students and all school reporting. Identified areas of need continue to be in the area of mathematics course completion. To accommodate this we are focusing on additional support in the form of tutors and extended access to direct support.

Steps to Address Learning Loss and Supporting Students

- High-dosage tutoring services were provided to all students online for academic support in any subject.
- Offering more instructional minutes during the day for IHS students from 60 minutes per week to 180 minutes or more.
- Increased number of paraeducators in classrooms.
- Former paraeducators were promoted to teachers offering better representation and even bilingual support in the classroom.
- Small group instruction on various subjects based on need.
- English Learner students at intermediate level now have earlier access to CTE programs

Appendix D: Board of Directors

From 2021-22 Audit Report

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
ORGANIZATION
June 30, 2022

Highlands Community Charter School [Charter #1674], is a Kindergarten through Grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on May 1, 2019 expiring June 30, 2026, pursuant to the terms of the Charter School Act of 1992, as amended.

California Innovative Career Academy [Charter #2072], is a Kindergarten through Grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on June 26, 2019 expiring June 30, 2026, pursuant to the terms of the Charter School Act of 1992, as amended.

The Board of Directors for the fiscal year ended June 30, 2022 was comprised of the following members:

Name	Office	Term	Term Expiration
Ernie Daniels	Corporate President	3 Years	July 9, 2023
Doyle Radford	Vice President	3 Years	February 4, 2024
Matt Powers	Corporate Secretary	3 Years	February 4, 2024
Sonja Cameron	Corporate Treasurer	3 Years	January 5, 2025
Sharon Rocco	Director	3 Years	May 6, 2024
Rick Jones	Director	3 Years	May 6, 2024
Mellonie Yang	Director	3 Years	January 5, 2025
Mary DeChance	Director	3 Years	December 3, 2023
Sondra Betancourt	Director	TBD *	N/A

*Sondra Betancourt was appointed by Twin Rivers Unified School District with no fixed term expiration

Administration

Name	Position
Murdock Smith	Executive Director/CEO
Matthew Lemos	Director of Fiscal Services

2021-22 Highlands Community Charter and Technical Schools Audit report, page 16.

Highlands Community Charter and Technical Schools
CALIFORNIA INNOVATIVE CAREER ACADEMY (CICA)
Annual Oversight Report 2021-22

Appendix E: Highlands Community Charter and Technical Schools (All) Statement of Financial Position

The 2021-22 year ended with total net assets of 21M. CICA had a cash positive $10.6 M and a liability-to-asset ratio of 19%. Anything less than a 40% ratio is a strong indicator of fiscal solvency.

Highlands Community Charter Institute (All)

Statement of Financial Position Audited Financial Statement	
	2021-2022
ASSETS	
Cash	10,600,751
Accounts Receivable	12,123,663
Prepaid	810,421
Investments	
Fixed Assets	2,396,554
Deposits	97,321
Total Assets	**26,028,710**
LIABILITIES	
Accounts Payable	1,372,946
Accrued Expense	2,926,410
Deferred Revenue	641,138
Total Liabilities	**4,940,494**
ASSETS & LIABILITIES	
Unrestricted-Board Designated	
Undesignated	18,296,772
Temporarily Restricted	2,791,444
Total Net Assets	21,088,216
Total Net Assets & Liabilities	26,028,710
Liability/Asset Ratio	**0.19**

*Highlands Community Charter and Technical Schools Audit Report Year Ended June 30, 2022

TRUSD OVERSIGHT REPORT

CALIFORNIA INNOVATIVE CAREER ACADEMY

California Innovative Career Academy

TwinRivers UNIFIED SCHOOL DISTRICT

2022-2023

This report summarizes data on activities from the 2022-23 school year for the California Innovative Career Academy Charter School and includes an update on the 2023-24 school year.

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Highlands Community Charter and Technical Schools
California Innovative Career Academy

Prepared by: Sharilyn Warta
Date: June 1, 2024

Key Data Points	2021-2022	2022-2023	2023-2024
October Enrollment	780	2202	3180
Socioeconomically Disadvantaged	93.97%	94.88%	94.21%
English Learners*	46.28%	35.42%	75.66%

*CICA's English Learner enrollment is not captured in DataQuest, the District's verifiable data source. 23-24 EL data is populated from UPP counts. (https://dq.cde.ca.gov/dataquest/DQCensus/EnrELASLevels.aspx?cds=3476505&agglevel=District&year=2023-24)

Overview

The report will be divided into seven areas and are aligned with TRUSD board policy on charter oversight.

1. Compliance with Legal Requirements (Board Policy)
2. Student Outcomes and LCAP (Board Policy)
3. Fiscal Condition (Board Policy)
4. Key Elements Data
5. Site Visit Observations
6. Leadership Visits Meeting Summary
7. Appendix

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes outlined in the charter, both school-wide and for all groups of students served by the school. This determination shall be based on the measures specified in the approved charter and the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

Highlands Community Charter and Technical Schools
California Innovative Career Academy

PART I: COMPLIANCE WITH LEGAL REQUIREMENTS (BOARD POLICY)

Board Policy:

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

CICA reports they filed all required reports with their office, and there are no known violations of law. TRUSD reports that all required reports have been filed, and there are no known items to report.

PART 2: STUDENT OUTCOMES AND LCAP (BOARD POLICY)

Board Policy:

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both school-wide and for all groups of students served by the school. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

There are limited ways to measure student outcomes for CICA as students do not take the Smarter Balanced Summative Assessments like traditional K-12 schools. Data points from the most recent LCAP are included in this report.

California Workforce Innovation and Opportunity Act (WIOA)

CICA falls under the Workforce Innovation and Opportunity Act (WIOA). The California Workforce Innovation and Opportunity Act intersects with Title 3 (Postsecondary Education), Division 7 (Community Colleges), and Part 54.5 (Strong Workforce Program) of the California education code by promoting collaboration between educational institutions, workforce development agencies, and employers to provide individuals with the skills and training needed to succeed in the labor market.

While AB 1507 outlined restrictions to the geographic locations of charter schools, it did not change the geographic location exemption for charter schools operating in partnership with the Federal Workforce Innovation and Opportunity Act. This means WIOA schools may operate sites outside of the District's boundaries.

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Dashboard Alternative School Status (DASS)

CICA is one of the TRUSD independent charters that is DASS-designated.

DASS schools serve a specific population of students who may require additional educational approaches or support services. The DASS designation is intended to provide context for understanding the performance of these schools within the broader landscape of education in California. It acknowledges that these schools may have different performance metrics or expectations than traditional schools, due to the unique needs of the students they serve.

The DASS designation does not imply that the school's performance is inferior or deficient; rather, it recognizes the importance of considering the specific challenges and circumstances faced by the student population served. Using different measures, metrics, and targets, authorizers should evaluate DASS schools on outcomes under the same general categories. The measurements for each DASS school should be based on the population they serve.

The 2022 California School Dashboard (Dashboard) and Graduation Rate Additional Report now include the DASS one-year graduation rates for schools identified as DASS. DASS schools are alternative schools that mainly serve "at-promise" students and have met the DASS eligibility requirements. The DASS one-year graduation rate measures the percentage of students who were enrolled in grade twelve (including early grade eleven graduates) during the 2021–22 school year and earned a standard high school diploma, special education certificate of completion, California High School Proficiency Examination (CHSPE), or an adult education diploma. These students count as graduates for the purposes of the DASS one-year graduation rate.

Please note that due to the denial of California's waiver by the U.S. Department of Education in 2022, the DASS one-year graduation rate will not be used for accountability. Instead, it is provided for informational purposes only at the school level for DASS schools. In addition, DASS one-year graduates will not be used to calculate the outcomes of the College/Career Indicator for DASS schools in future Dashboards.

Highlands Community Charter and Technical Schools
California Innovative Career Academy

PART 3: FISCAL CONDITION (BOARD POLICY)

Board Policy

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

The TRUSD Executive Director of Fiscal Services conducts a detailed review of the budget, interim reports, and audit. TRUSD's Executive Director, Fiscal Services, and Director, Special Projects do a detailed review of the LCAP. CICA has a liability-to-asset ratio of 7.6%. Anything less than a 40% ratio is a strong indicator of fiscal solvency. CICA ended the 2022-23 year fiscally solvent with net unrestricted assets of $28.3M. CICA is fiscally solvent in the current and future years and has sufficient cash.

2022-23 End of Year Financial Position

Statement of Financial Position Audited Financial Statement						
		2020-2021		2021-2022		2022-2023
Cash	$	44,010	$	1,988,073	$	18,170,610
Accounts Receivable	$	961,017	$	5,198,890	$	15,439,315
Prepaid	$	12,773			$	148,649
Intercompany Receivable (pay	$	(950,000)				
Total Assets	$	67,800	$	7,186,963	$	33,758,574
Accounts Payable	$	33,139	$	112,710	$	2,533,524
Accrued Expense	$	161,139	$	998,554	$	44,588
Total Current Liabilities	$	194,278	$	1,111,264	$	2,578,112
Restricted			$	221,876	$	2,885,437
Unrestricted	$	(126,478)	$	5,853,823	$	28,295,025
Total Net Assets	$	(126,478)	$	6,075,699	$	31,180,462
Total Liabilities & Net Assets	$	67,800	$	7,186,963	$	33,758,574

*Independent Audit Report.

Highlands Community Charter and Technical Schools
California Innovative Career Academy

2022-2023 Expenditures

Approximately 63% of the expenditures are spent on salaries and benefits of employees.

CICA 2022-23 Expenditures*	Total	Prior Year
Certificated Salaries	$ 6,338,650	$ 3,411,929
Classified Salaries	$ 4,704,472	$ 2,362,846
Employee Benefits	$ 3,926,215	$ 2,018,489
Books & Supplies	$ 1,920,287	$ 283,791
Professional/Consulting/Operating Expenditures	$ 6,921,149	$ 3,106,784
Total	**$ 23,810,773**	**$ 11,183,839**
Total Employee Costs/Benefits	$ 14,969,337	$ 7,793,264
Total Employee Costs/Benefits as % of Total Expenditures	62.87%	69.68%

**Unaudited Actuals*

2023-24 First Interim Multi-Year Projection (MYP) Summary

Based on data submitted in December 2023 (First Interim Budget), CICA projects are to be fiscally solvent in 2023-24, 2024-25, and 2025-26 with a projected ending balance of $35M in 2023-24.

Statement of Financial Position				
	2022-23 Unaudited Actuals	CICA 1ST INTERIM MYP		
		2023-24	2024-25	2025-26
ADA/Projected ADA	2,737	3,200	3,840	4,609
Income	$ 48,936,454	$ 58,913,283	$ 73,053,990	$ 90,044,844
Expenditures	$ 23,810,774	$ 55,030,026	$ 62,470,109	$ 70,760,319
Income Less Expenditures	$ 25,125,680	$ 3,883,257	$ 10,583,881	$ 19,284,525
Beginning Balance	$ 6,054,781	$ 31,180,461	$ 35,063,718	$ 45,647,599
Ending Balance	$ 31,180,461	$ 35,063,718	$ 45,647,599	$ 64,932,124
Ending Balance as % of Expenses	131%	63.72%	73.07%	91.76%

Highlands Community Charter and Technical Schools

California Innovative Career Academy

PART 4: KEY ELEMENTS AND DATA

Enrollment by Ethnicity

Year	Total Students	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2023-24	3180	302	6	367	5	548	13	1716	210	13
2022-23	2202	190	7	279	3	411	22	1148	128	14
2021-22	780	177	9	121	1	234	9	191	29	9

**https://dq.cde.ca.gov/dataquest/dqcensus/EnrEthYears.aspx?cds=34765050139584&agglevel=School&year=2021-22&ro=y*

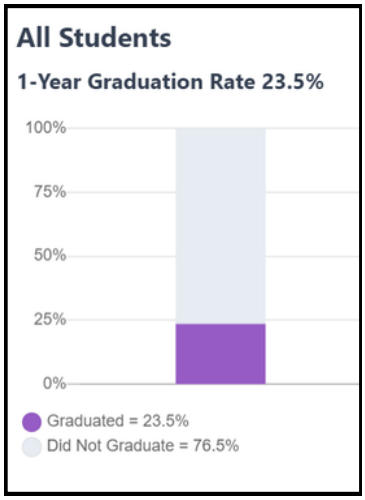
Other Key Data Elements

	2022-23 CICA Age Range				2023-24 CICA Age Range			
Age Group	Grade 9	Grade 10	Grade 12	Total Enrollment	Grade 9	Grade 10	Grade 12	Total Enrollment
22	14	2	9	25	18	2	11	31
23-29	339	50	171	560	384	72	218	674
30-39	575	108	281	964	837	210	438	1485
40-49	238	44	133	415	382	70	213	665
50+	139	33	66	238	181	37	107	325
Total	1305	237	660	2202	1802	391	987	3180

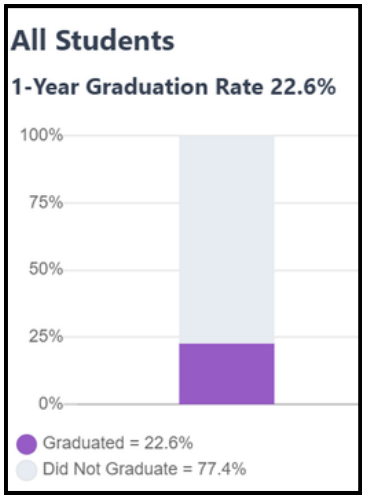
**https://data1.cde.ca.gov/dataquest/dqcensus/EnrAgeGrd.aspx?cds=34765050139584&agglevel=school&year=2023-24*

Graduation Data

2021-22



2022-23



The DASS 1-Year graduation rate data are displayed below for informational purposes only for local educational agencies and schools that support at-promise students in alternative school settings. The bar charts reflect the percentage of grade twelve students who received a high school diploma or an adult education diploma, completed a high school equivalency test, or earned the California High School Proficiency Examination (CHSPE) or Special Education Certificate of Completion during the academic year.

**https://www.caschooldashboard.org/reports/34765050139584/2023/academic-engagement#graduation-rate*

Highlands Community Charter and Technical Schools
California Innovative Career Academy

While much of CICA's student population are learning English, adult English learners are not considered English Learners for purposes of federal Title III funding or state-level accountability.

English Learners							
2022-23 English Learner	English Only	Initial Fluent English Proficien	English Learner	Reclassified Fluent English Proficient	TBD	Total	EL as % of Total
CICA	504	1	0	13	0	2,202	0.00%
TRUSD	16,237	650	9,254	3,401	55	37,651	56.99%
Sacramento Co.	158,835	8,283	44,193	27,560	715	247,646	27.82%
State	3,516,391	270,053	1,112,535	927,723	14,887	5,852,544	31.64%

*** LCFF Unduplicated Pupil Counts, CALPADS C/A 1.17*

Unduplicated Pupil Percentage (UPP)

CICA UPP increased by 0.74% from the 2022-23 year to the 2023-24 school year.

Unduplicated Pupil % Counts	2021-22	2022-23	2023-24
Total Enrollment	780	2,202	3,180
Free & Reduced Meal Program	703	1,826	2,920
Homeless	130	325	454
Unduplicated FRPM Eligible Count	709	1,881	2,935
English Learner (EL)	361	0	2,406
CALPADS Unduplicated Pupil Count (UPC)*	750	2,084	3,033
UPP %**	96.15%	94.64%	95.38%

**Students are counted once to arrive at this total*
**Funded UPP based on three year rolling average and may be capped at % of authorizing LEA*

Highlands Community Charter and Technical Schools
California Innovative Career Academy

PART 5: SITE VISITS

Background

As of June 5, 2024, MOU Amendment No. 3 between Highlands Community Charter and Technical Schools and TRUSD lists 20 student sites and 1 administrative site for CICA. (See Appendix B for a list of sites).

TRUSD requires the HCCTS administration to provide prior notification before closing or opening any sites. The District will determine if the addition of a new site constitutes a material revision.

During the 2023-24 school year, TRUSD contracted services with Ryland, Strategic Business Consulting to conduct the annual oversight visits. Scott Leaman, Financial Program Consultant, Ryland, Strategic Business Consulting completed 10 site visits for CICA facilities. The remaining facilities will be visited during the 2024-25 school year.

Sites Visited: 2023-24 School Year

1. Auburn: 4441 Auburn Blvd, Suite H & M, Sacramento, CA 95841
2. Auburn: 4441 Auburn Blvd, Suite J, Sacramento, CA 95841
3. Del Paso (Calvary): 1100 Las Palmas Avenue, Sacramento, CA 95815
4. Florin Road: 3801 Florin Road, Suite 107, Sacramento, CA 95823
5. Maple: 3301 37th Avenue, Sacramento, CA 95824
6. Maple 2 (St. Rose): 5961 Franklin Blvd, Sacramento, CA 95824
7. Marysville: 715 C Street, Marysville, CA 95901
8. Norwood: 431 Hayes Avenue, Sacramento, CA 95838
9. SHRA - Marina Vista: 30 Seavey Circle, Sacramento, CA 95818
10. West Sacramento (Holy Cross): 800 Todhunter Avenue, West Sacramento, CA 95605

Summary of Visits

The onsite visits involve conversations with staff leadership, a walk of the facilities, and observations of the students and staff in their educational environment. Visitations only provide a snapshot of daily activities, and all efforts are made not to disrupt any learning. Overall, meetings with staff have been pleasant, informative, and welcoming.

Site Personnel:

- Staff at the sites appear dedicated. Based on the description of activities and observation, they are focused on students succeeding.
- All staff were welcoming and open about their program. They were excited to share their efforts and site activities.
- While some teachers hold traditional K-12 credentials, many teachers reported holding the Adult Education credential, but not a K-12 teaching credential.
- Site administrators hold a variety of degrees and credentials.

The "Summary of Visits" include details for both HCCS and CICA and were taken from Ryland Strategic Business Consulting end of year memorandum to TRUSD.

Highlands Community Charter and Technical Schools
California Innovative Career Academy

Program

- Overall, based on observation, programs consist of an English Learner Program, a High School diploma program, and Career Technical Education (CTE). There are other smaller or local programs and initiatives such as an Equity Program.
- The English Learner Program and High School Programs are taught in person under HCCS, and the I.S. online programs are under CICA. Both use a similar curriculum but are delivered in different formats.
- Many teachers and administrators cited strong curricular support through the Edmentum online high school program and "Theme Packets" that are authored by HCCTS staff. Staff also supplement their program with other resources.
- Many staff cited multiple staff development options offered by the school.
- Students in the English Learner Program are assessed throughout the year and placed in "levels" based on their proficiency. Levels 0-3 are in Independent High School (IHS), followed by a "Bridge" program, then high school.
- Grade level assignment is based on credits: ninth grade on the attainment of 50 credits, tenth is 51-149 credits and twelfth is 150-200 credits. There is no eleventh-grade offered.

Technology/Classrooms

- Almost all classrooms had a projector, strong internet service, student laptops (sometimes served by a central laptop cart), and school-issued phones.
- Classrooms were equipped similarly with tables, chairs, and wall colors, no matter where they were located.

Students

- The Student Intervention Team was cited often by staff as a referral for students in need. This team was described as guiding students to available resources.
- Although not visited, the staff stated that a laundromat is available to students in Sacramento.
- Daily student attendance for in-person programs (HCCS) is logged by a "Brain" scanning program or through paper. Online programs (CICA) have an Evidence of Progress standard in order to continue attending.
- Students appeared engaged and on task during their studies.
- The school serves only adult learners.

Overarching

- In-person program ADA (HCCS) was reportedly 50%. These programs appear to have a 15-day non-attendance notification process followed by a 20-day drop process. TRUSD with support and collaboration from HCCTS is performing a detailed review of the attendance practices via an outside auditor.
- Independent Study Program ADA (CICA) is reportedly at or near 90%. These programs appear to have an "Evidence of Progress" requirement before dropping a student, or placing them on a Leave of Absence, as described by the school.

The "Summary of Visits" include details for both HCCS and CICA and were taken from Ryland Strategic Business Consulting end of year memorandum to TRUSD.

Highlands Community Charter and Technical Schools
California Innovative Career Academy

- There is no eleventh-grade offered. Programmatically, state academic assessment through the California Assessment of Student Performance and Progress (CAASPP) is administered at this grade level. This assessment it the sole general statewide assessment of academic achievement administered at the high school level, however, it is not administered at HCCTS because they do not offer eleventh grade.

HCCTS staff and students appear focused on adult student success. None of the overarching comments should take away from the efforts observed of teachers, administrators and students supporting their educational success.

***"Summary of Visits" taken from Ryland Strategic Business Consulting end of year memorandum to TRUSD.*

Highlands Community Charter and Technical Schools

California Innovative Career Academy

PART 6: LEADERSHIP MEETING SUMMARY

Leadership

TRUSD met with Highlands Community Charter and Technical School's leadership team on Tuesday, November 14, 2023, via zoom. Present for HCCS were the following individuals:

- Murdock Smith, Executive Director
- Mayra Valdivia, Assistant Deputy Director
- Brian Hamilton, Assistant Deputy Director
- Isa Cacho, Director of Student Services
- Lee Farrand, Director of Workforce Solutions
- Christina Martinez, Director of Independent Study
- Melissa Roberson, Academic Programs Coordinator

Enrollment

Enrollment has continued to increase at a rapid rate for HCCTS . There are over 14,000 students enrolled in HCCTS throughout the state. Part of the growth is attributed to the Workforce Innovation and Opportunity Act which allows them to expand beyond the boundaries of their local governance agency.

Goals

HCCTS has a Career Technical Education goal of enrolling 85% of the students in a CTE program. To reach this goal the organization makes it a priority to communicate with each student about their needs and areas of interest. As of the date of this leadership meeting, HCCTS has surpassed this goal with 86% of students currently enrolled in a Workforce Readiness, CTE course program or pathway.

Academic achievement is another one of the organization's goals. The adult student population has a variety of barriers that prevent them from succeeding academically so HCCTS works hard to remove the obstacles. Some of the actions HCCTS has taken to remove barriers include adopting a culturally relevant curriculum, providing an easy transition from in-person to independent study, high dosage tutoring available throughout the day and evening, and hiring a Community School Coordinator.

Changes in Leadership

Currently, HCCTS is in the middle of a reorganization with an anticipated new organizational chart that better represents the roles. Updates are expected to take place during January 2024. In addition to this major change, HCCTS promoted Christina Martinez to the Director of Independent Study for CICA.

Student Recruitment

HCCTS does conduct some of the typical recruitment activities by partnering with local agencies, but most of the students come by referral and/or word-of-mouth.

Highlands Community Charter and Technical Schools
California Innovative Career Academy

Academics
To help students recover from the pandemic and mitigate learning loss, leadership focuses on professional development. Specifically, as it pertains to learning loss and chronic absenteeism. May and August PD was entirely focused on learning loss. A holistic approach was taken to address this issue with a focus surrounding empathy, and the ability to communicate and understand the diverse population of learners.

Other academic supports include high-dosage tutoring from 6:00 a.m. to 10:00 p.m., the Burlington English program for English Learners that helps to bring alignment across all content areas. The digital literacy boot camp continues to be a major support in the areas of academics as it removes technology barriers. The culturally relevant curriculum has also supported academic success for students.

This year HCCTS plans to increase the use of games in their homework assignments, especially for English Learners so they have fun ways to learn. They will also be expanding the use of the “Brain” application beyond collecting attendance and meeting compliance requirements to support the academic programs.

CTE Courses
This year HCCTS began to investigate a Personal Finance CTE course. While this is not officially a CTE course, it may be added shortly as they had 95 students enrolled. The highest interest appears to be in the Truck Driving CTE course which leads students to high-paying jobs and the Digital Navigator CTE courses which allow students to earn certificates from Google.

Facilities
Small upgrades such as painting, waxing floors, new carpet, and restroom upgrades have been made at various sites. As new sites are explored the organization looks for sufficient space for laundromats, exercise rooms, and spaces for student centers. We recommend that HCCTS follow the steps outlined in MOU Amendment No. 3 for opening new facilities.

Challenges and Successes Last Year
Murdock Smith cites the organization's greatest success from last year to be the strong team of leaders that have emerged over the past few years. They have made personal growth and taken ownership. The increased of diversity for principals, especially at CICA is another huge success. HCCTS desires to have staff demographics mirroring their student population. While the staff has continued to grow personally, staffing continues to be a challenge. The quick growth had made it difficult to keep up with the ever-growing needs.

Highlands Community Charter and Technical Schools

California Innovative Career Academy

PART 7: APPENDIX

Appendix A: Highlands Mission/Vision

Motto | Mission | Vision

MOTTO: IT'S NEVER TOO LATE!

VISION: TO ERADICATE EDUCATIONAL INEQUALITY.

MISSION:

WE ARE A DIVERSE COMMUNITY FOR SOCIAL JUSTICE, SERVING THE UNSERVED, PROVIDING ACCESS TO EDUCATION, TECHNOLOGY, COMMUNICATION, AND EMPLOYMENT FOR 21ST CENTURY ACHIEVERS. THROUGH COMMUNITY PARTNERSHIPS, WE WILL BUILD NEW LEGACIES LEADING TO SELF-SUFFICIENCY AND GENERATIONAL CHANGE.

**https://www.cicacademy.org/apps/pages/mvm (CICA Website)*

CDS Code: 34 76505 0139584

Highlands Community Charter and Technical Schools
California Innovative Career Academy

Appendix B: Locations/Sites

California Innovative Career Academy
1333 Grand Avenue
Sacramento, CA 95838
Phone: 916-844-2283

24th (St. Anne's)
7720 24th St
Sacramento, CA 95832

Auburn
4441 Auburn Blvd, Suites H/J/M
Sacramento, CA 95841

Bowling
7171 Bowling Drive, #1120
Sacramento, CA 95823

Calvary Christian
1100 Las Palmas Ave
Sacramento, CA 95815

Florin Rd
3801 Florin Rd. Suite 107
Sacramento, CA 95823

Hillsdale 2
5655 Hillsdale Blvd. Suite 9
Sacramento, CA 95842

Hurley
3205 Hurley Way,
Sacramento, CA 95864

Industrial Park
8180 Industrial Pkwy.
Sacramento, CA 95824

Jackson (Bethany)
9880 Jackson Rd
Sacramento, CA 95827

Lao Family – Oakland
2325 East 12th St.
Oakland, CA 94601

Lao Family – Oakland 2
8480 Edes Avenue
Oakland, CA 94621

Maple 2 (St. Rose)
5961 Franklin Blvd.
Sacramento, CA 95824

Marconi 2
3727 Marconi Ave
Sacramento, CA 95821

Marysville
715 C Street
Marysville, CA 95901

North Laguna 2
8211 Bruceville Rd, #125
Sacramento, CA 95823

O Street
1326 O Street
Sacramento, CA 95814

**Site/locations from HCCTS MOU Amendment No. 3, January 2024*

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix B: Locations/Sites

Rosemont (Saint John's)
8401 Jackson Rd.
Sacramento, CA 95826

West Sac (Holy Cross)
800 Todhunter Avenue
West Sacramento, CA 95605

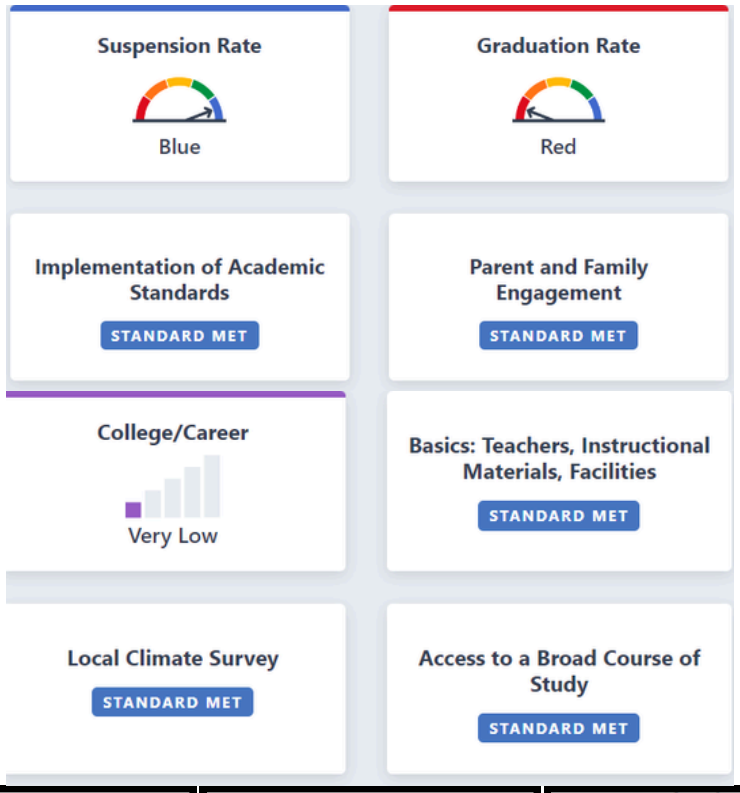
California Innovative Career Academy
(Non-Student Sites)
Howe Ave
1111 Howe Ave #630
Sacramento, CA 95825
Phone: 916-335-1771

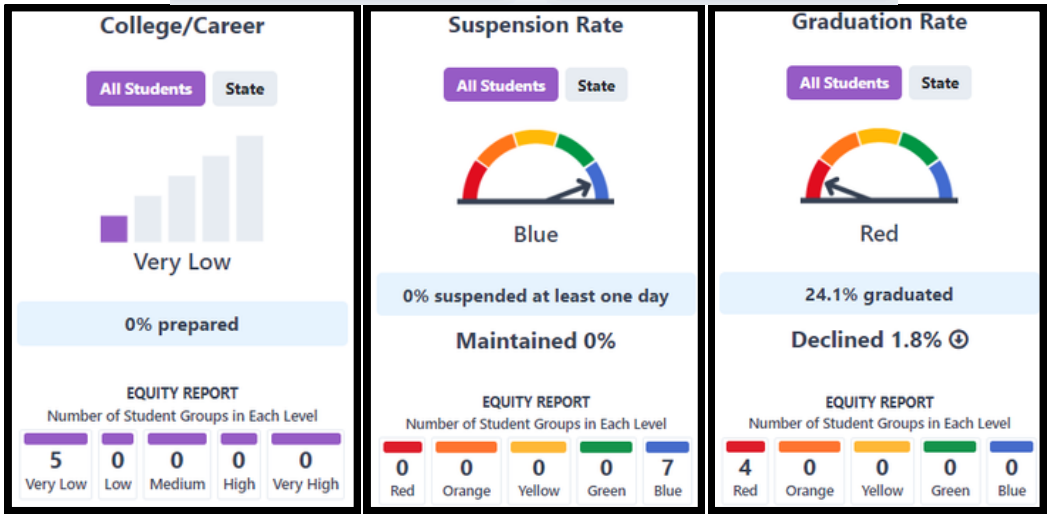
**Site/locations from HCCTS MOU Amendment No. 3, January 2024*

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix C: 2022-2023 California Schools Dashboard





RENEWAL IS PRESUMPTIVE

CDE
Performance Category
No performance category for DASS participating schools.

**https://www.caschooldashboard.org/reports/34765050139584/2023*

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix D: Highlands Community Charter and Technical Schools Board of Directors

Highlands Community Charter and Technical Schools
Local Education Agency Organization Structure
June 30, 2023

ORGANIZATION

The Organization operates two schools in California. Each school is operated on the same tax identification number as the Organization. Charters were granted for each school for up to five years, with an opportunity for renewal. Charters may be revoked by the charter authorizer for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2023, the schools operated by the Organization were as follows:

Charter School Name	Charter Number	Sponsoring District	Charter Expiration	Grades Served	Students Served
Highlands Community Charter School	1674	Twin Rivers Unified School District	June 30, 2027	9-12	6,749
California Innovative Career Academy	2072	Twin Rivers Unified School District	June 30, 2027	9-12	2,202

GOVERNING BOARD

MEMBER	OFFICE	TERM EXPIRES
Ernie Danies	Corporate President	July 9, 2023
Doyle Radford	Vice President	February 4, 2024
Matt Powers	Corporate Secretary	February 4, 2024
Sonja Cameron	Corporate Treasurer	January 5, 2025
Sharon Rocco	Member	May 6, 2024
Rick Jones	Member	May 6, 2024
Sondra Betancourt	Member	December 31, 2023
Mellonie Yang	Member	January 5, 2025

ADMINISTRATION

Murdock Smith	Executive Officer
Matthew Lemos	Director of Fiscal Services

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix E: Leadership Discussion Questions

I. **Introductions**
II. **Overview**
    a. Outline any changes in Leadership
    b. Enrollment
    c. Organization's Goals
III. **Staff**
    a. Professional Development Plan
    b. Process to recruit and retain staff
IV. **Academics**
    a. Outline most utilized and successful **academic** supports
    b. Describe any **academic** supports that will be increased or added this year
V. **College & Career Readiness**
    a. Graduation
    b. CTE Courses
VI. **Other**
    a. Chronic Absenteeism
        i. Actionable Steps to Reduce Chronic Absenteeism Rates
    b. Suspension Rates
        i. Discuss suspension rates
        ii. Describe actions to reduce disciplinary disproportionalities
    c. Other Student Supports
        i. Outline programs/actions that were most successful in supporting **other** student needs (nutrition, school supplies, SEL, technology training, etc.)
        ii. Describe any programs or actions that were recently added to support **other** student needs (nutrition, school supplies, SEL, technology training, etc.)
    d. Facilities
        i. Describe any major facility updates or plans to update facilities.
VII. **Summary**
    a. Describe the organizational greatest successes last year
    b. Describe the organizations greatest challenges last year

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix F: Current Concerns

FINANCE

Enrollment

- Attendance reporting appears to be close to 100%.

Attendance

- Concerns surrounding attendance-taking procedures, accurate tracking of attendance, and proper reporting. The District has secured an outside attendance auditor to investigate these items further.

Budget

- None

Grade Levels

- Lack of clarity regarding goals for program completion. (i.e., the length of time students are enrolled in programs.)
- The majority of students are not enrolled in a High School Diploma program, but rather in an English Learner program. However, all students are reported in grades 9, 10, and 12.

Student Code

- Enrollment and dis-enrollment data concerns for 2022-23 and 2023-24 years.

McKinney-Vento

- None

ACADEMICS

Grade Placement & Transition

- Absence of 11th grade in the High School program
- Unclear transition tracking or path from grade to grade
- Enrollment in English Learner Program, but reported in grades 9, 10, and 12.
- 9th Grade enrollment percentages have steadily increased for the last 3 years (2021-22 =82%, 2022-23 = 92% and 2023-24 = 95%) while 12th-grade enrollment has steadily decreased over the past 3 years (2021-22 = 16%, 2022-23=6%, and 2023-24=2%). It is concerning that students are not progressing to the next grade levels.

Graduation Rates

- How is progress being measured?
- Low graduation rates as reported to the California Schools Dashboard.

LCAP

- 2023-24 Year: Average Credits earned toward graduation decreased by over 50%
- 2023-24 Year: The required items and descriptions are not completed. These need to be completed for each contributing action to justify the implementation to address the needs of unduplicated students.

***Current Concerns**: a summary of current concerns identified through ongoing oversight activities or complaints reported to the District.*

Highlands Community Charter and Technical Schools
California Innovative Career Academy

- 2023-24 Year: Goal 3 Metrics: Since the goal has a statement regarding chronic absenteeism, there must be a metric associated with chronic absenteeism. This is a state dashboard metric so that would be the recommended metric.

Measurable Pupil Outcomes

- The current petition states that CICA will "compile and provide to Twin Rivers Unified School District an annual performance report", however, the District has not received any data from CICA. Specifically, the District requires performance data from the Comprehensive Adult Student Assessment System (CASAS). This makes it difficult for the District to track academic progress.
    - The district is committed to working with CICA to identify specific DASS metrics as outlined in Ed. Code, but requests that CICA immediately begin submitting an annual performance report as outlined in the current petition.

GOVERNANCE AND OPERATIONS

Employee Complaints

- How are employees notified of the complaint process?
- Is there a consistent and acceptable system to investigate all complaints?
- The District is concerned about complaints being missed due automatic misfiling of emails into the HR spam folders. As of the date of this report, the District is aware of one such incident.

Facilities

- HCCTS does not provide prior notification before sites are closed.
- HCCTS does not provide appropriate prior notification before sites are opened as required by the current MOU.
- Multiple sites are located in religious buildings. While this is not prohibited by law, it raises constitutional religious entanglement and/or endorsement issues.

Job Descriptions

- None

Salary Schedules

- None

Hiring Process

- None

Student Expulsions

- None

Attendance Area

- None

Credentialing

- The District will continue to monitor the credentialing process and teacher mis-assignments to ensure HCCTS' plan to correct errors is successful.

***Current Concerns**: a summary of current concerns identified through ongoing oversight activities or complaints reported to the District.*

California Innovative Career Academy

OVERSIGHT REPORT 2022-2023

TwinRivers UNIFIED SCHOOL DISTRICT

Published June, 2024

TRUSD Oversight Report

California Innovative Career Academy Charter School

2023-2024

This report summarizes data on activities from the 2023-24 school year for the California Innovative Career Academy and includes an update on the 2024-25 school year.

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Part 7: Appendix 24

- Appendix A: Motto, Mission and Vision
- Appendix B: TRUSD Authorized Sites/Locations
- Appendix C: 2023-2024 California Schools Dashboard
- Appendix D: DASS Agreed-Upon Metrics
- Appendix E: 2024-2025 Board of Directors
- Appendix F: Annual Leadership Meeting Agenda
- Appendix G: Site Visit Schedule
- Appendix H: Credential Monitoring Findings – Comparative Analysis
- Appendix I: LCAP Feedback
- Appendix J: Oversight Executive Summary
- Appendix K: Highlands Community Charter and Technical Schools Executive Summary

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Publish Date: *PENDING SUBMISSION OF 2023-24 AUDIT REPORT*

Prepared by:

- Kate Ingersoll, Executive Director, Fiscal Services, TRUSD
- Travis Burke, Executive Director Special Projects & Equity, TRUSD
- Layle Bojanski, Manager, TRUSD
- Sharilyn Warta, (Charter Oversight Contact Person), Project Manager, TRUSD

Support from:

- Ryland Strategic Business Consulting

Report Metrics and Categories

This report summarizes the results of oversight activities using the following metrics:

- **Renewal Track**: The status summarizes the charter schools standing in one of three areas (Academic, Governance and Operations, and Fiscal). There are three rankings for this criterion:
    1. **On Track**: The charter school is on track for renewal.
    2. **Progressing:** The charter school has areas that need to be addressed. If not addressed, the petition may not be renewed.
    3. **Off Track:** The charter school has significant areas of concern and may be considered for petition denial or revocation.

- **Executive Summary Categories**: These categories outline areas of strength, suggestions for improvement, recommended actions, and required actions in one of three areas (Academic, Governance and Operations, and Fiscal).
    - **Strengths:** Commendations and/or strengths noted during the oversight activities.
    - **Areas of Improvement:** Areas to consider improving or addressing. If not addressed, these may eventually move into the "Required Actions" or "Concern" categories.
    - **Required Actions**: Actions the charter is required to complete. If not addressed, these may move into the "Concern" category.
    - **Concern:** Items of concern identified during annual oversight activities. If not addressed, these items may result in a negative status change.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Overview

The report will be divided into seven areas and are aligned with TRUSD board policy on oversight.

1. Compliance with Legal Requirements (Education Code)
2. Fiscal Condition (Education Code)
3. Student Outcomes (Education Code)
4. Key Elements and Data
5. Site Visit Executive Summary
6. Leadership Meeting Summary
7. Appendix A-K

Part 1: Compliance with Legal Requirements (Education Code)

The Superintendent or designee shall identify at least one staff member to serve as a contact person. ***(Education Code 47604.32(a)(1)):*** Sharilyn Warta, Project Manager is the TRUSD charter contact person.

Visit each charter school at least annually. ***(Education Code 47604.32(a)(2))*****:** See appendix G for the site visit schedule.

Part 2: Fiscal Condition (Education Code)

Ensure that each charter school under its authority complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Section 47606.5. ***(Education Code 47604.32(a)(3))***

- A Preliminary Budget (on or before July 1): **June 29, 2023**
- The Local Control and Accountability Plan (LCAP) and an annual update to the LCAP (on or before July 1): **June 29, 2023**
- Final Un-audited Report (On or Before September 15): **September 15, 2023**
- An Interim Financial Report (on or before December 15): **December 12, 2023**
- A Second Interim Financial Report (on or before March 15): **March 15, 2023**

**HCCTS reported the above submission dates to TRUSD.*

Highlands Community Charter and Technical Schools

California Innovative Career Academy

The chartering authority shall use any financial or other information it obtains from the charter school, including, but not limited to, the reports required by this section, to perform the duties described in subdivision (a) of Section 47604.32, including monitoring the fiscal condition of the charter school. ***(Education Code 47604.33(b)***

HCCTS reports they filed all required reports for their office, and there are no known violations of law for the 2023-24 school year. TRUSD reports that HCCTS failed to review and update the Comprehensive School Safety Plan (CSSP) by March 1st as required by Education Code Section 47605(c)(5)(F). This has been communicated to HCCTS through a Notice of Concern. Additional items of concern are recorded in the enclosed appendix J of this report. TRUSD also reports that HCCTS' 2023-24 Audit Report was still pending as of February 2025. (An extension was filed for by HCCTS for this report).

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

PENDING 23-24 AUDIT REPORT

Statement of Financial Position Audited Financial Statement			
	2021-2022	2022-2023	2023-2024
ASSETS			
Cash Accounts Receivable Prepaid Note Receivable Fixed Assets **Total Assets**			
LIABILITIES			
Accounts Payable & Unearned Revenue **Total Current Liabilities**			
NET ASSETS			
Unrestricted Restricted **Total Net Assets**			
Total Liabilities & Net Assets			
LIABILITY/ASSET RATIO			

**Independent Audit Report*

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

2023-2024 Expenditures

PENDING 23-24 AUDIT REPORT

2023-24 Expenditures*	Total	Prior Year
Certificated Salaries		
Classified Salaries		
Employee Benefits		
Books & Supplies		
Services and Other Operating Expenditures		
Capital Outlay		
Other Outgo		
Operating Transfer Out		
Total		

**Independent Auditor's Report*

2024-2025 First Interim Multi-Year Projection (MYP) Summary

PENDING 23-24 AUDIT REPORT

2023-24 Expenditures	Unaudited Actuals 2023-24	1st Interim Mid-Year Projections (MYP) 2024-2025	2025-2026	2026-2027
ADA/Projected ADA				
Income				
Expenditures				
Income Less Expenditures				
Beginning Balance				
Ending Balance				
Ending Balance as % of Expenses				

**Unaudited Actuals*

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Unduplicated Pupil Percentage (UPP)

The Unduplicated Pupil Percentage Count (UPP) is used to calculate LCFF funding. This metric determines the percentage of students who fall into one or more of the following categories:

- **Low-Income (LI):** Students eligible for free or reduced-price meals under the National School Lunch Program (NSLP).
- **English Learners (EL):** Students who are not proficient in English and are designated as English learners.
- **Foster Youth (FY):** Students who are under the care of the state foster system.

The UPP term means that each student is only counted once, even if they fall into multiple categories. CICA's UPP increased by 0.74% from the 2022-23 year to the 2023-24 school year.

Unduplicated Pupil % Counts	2021-22	2022-23	2023-24
Total Enrollment	780	2,202	3,180
Free & Reduced Meal Program	703	1,826	2,920
Foster	0	0	0
Homeless	130	325	454
Direct Certification	3	13	21
Unduplicated Eligible Free/Reduced Meal Counts	709	1,881	2,935
English Learner Funding Eligible	361	1,684	2,406
Total Unduplicated FRPM/EL Eligible Count*	750	2,084	3,033
UPP %**	**96.15%**	**94.64%**	**95.38%**

Students are counted once to arrive at this total **Funded UPP based on three year rolling average and may be capped at % of authorizing LEA * https://www.cde.ca.gov/ds/ad/filescupc.asp*

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Part 3: Student Outcomes (Education Code)

California Workforce Innovation and Opportunity Act (WIOA)

CICA falls under the Workforce Innovation and Opportunity Act (WIOA). The California Workforce Innovation and Opportunity Act intersects with Title 3 (Postsecondary Education), Division 7 (Community Colleges), and Part 54.5 (Strong Workforce Program) of the California education code by promoting collaboration between educational institutions, workforce development agencies, and employers to provide individuals with the skills and training needed to succeed in the labor market.

While AB 1507 outlined restrictions to the geographic locations of charter schools, it did not change the geographic location exemption for charter schools operating in partnership with the Federal Workforce Innovation and Opportunity Act. This means WIOA schools may operate sites outside of the District's boundaries.

Dashboard Alternative School Status (DASS)

Until December 11, 2024, CICA had been a DASS designated school. DASS schools serve a specific population of students who may require additional educational approaches or support services. The DASS designation is intended to provide context for understanding the performance of these schools within the broader landscape of education in California. It acknowledges that these schools may have different performance metrics or expectations than traditional schools, due to the unique needs of the students they serve.

Due to the DASS designation, there are limited ways to measure student outcomes for CICA as students do not take the Smarter Balanced Summative Assessments like traditional K-12 schools. On November 8, 2024 TRUSD and CICA established agreed upon alternative metrics by which to measure student progress (Education Code 47604.33(c))7)). A list of these metrics is provided in the attached appendices.

On December 11, 2024 the California Department of Education notified CICA that the school is no longer eligible for the DASS status. This change does not affect the 2023-24 school year. Therefore, the agreed-upon DASS metrics will be included in this report.

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Highlands Community Charter and Technical Schools

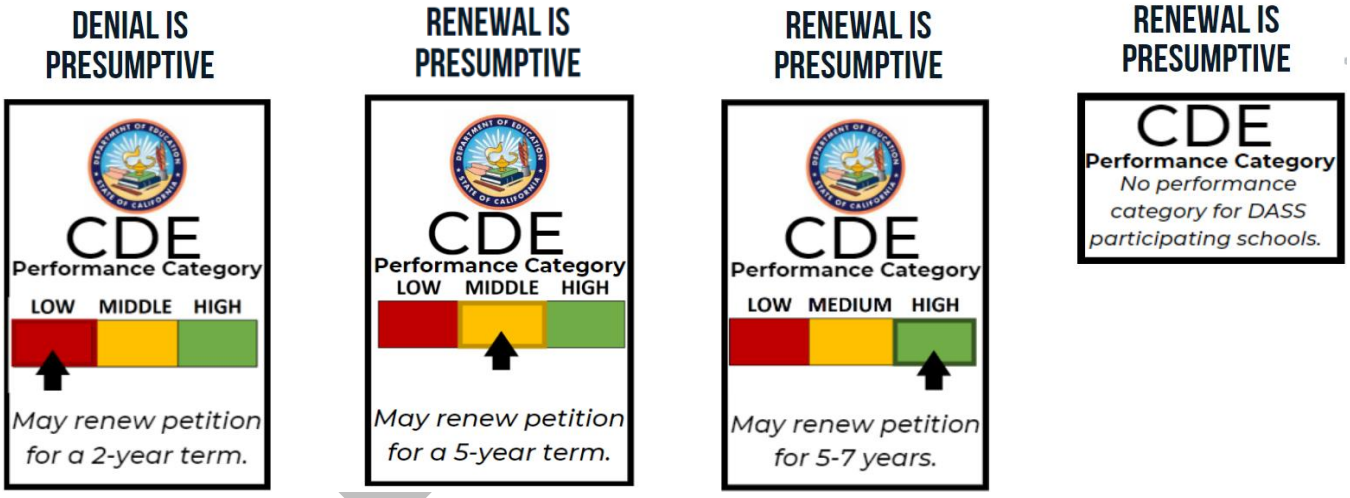
California Innovative Career Academy

California Schools Dashboard Performance Categories (New in 2024)

In March 2024, the California Department of Education announced the release of the "Charter School Performance Category". This is an additional criterion for determining whether to approve a charter renewal. The District must consider a charter school's placement under the performance categories based on the school's performance on the California School Dashboard.

Under this criterion, non-DASS schools are placed into one of three performance categories:

- High: A charter school in this category is eligible for a five-, six-, or seven-year renewal term. It is assumed that the petition will be renewed for these schools, although they may be denied in rare cases.
- Middle: A charter school in this category may be renewed for a five-year term. t is assumed that the petition will be renewed for these schools, although they may be denied in rare cases.
- Low: A charter school in this category may be renewed for two years only if it meets the conditions under *Education Code* Section 47607.2(a)(4). It is assumed that the petition for these schools will be denied. (Only 10.4% of schools in California fell into this category for those whose renewals are due in 2024-25.) Low-track schools may only be renewed if:
    - The school creates an improvement plan that is approved by the Board of Trustees.
    - The school provides verifiable data with compelling evidence that the school is on an upward trajectory and students are making progress.



* https://www.cde.ca.gov/sp/ch/performcategorydf.asp

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Enrollment

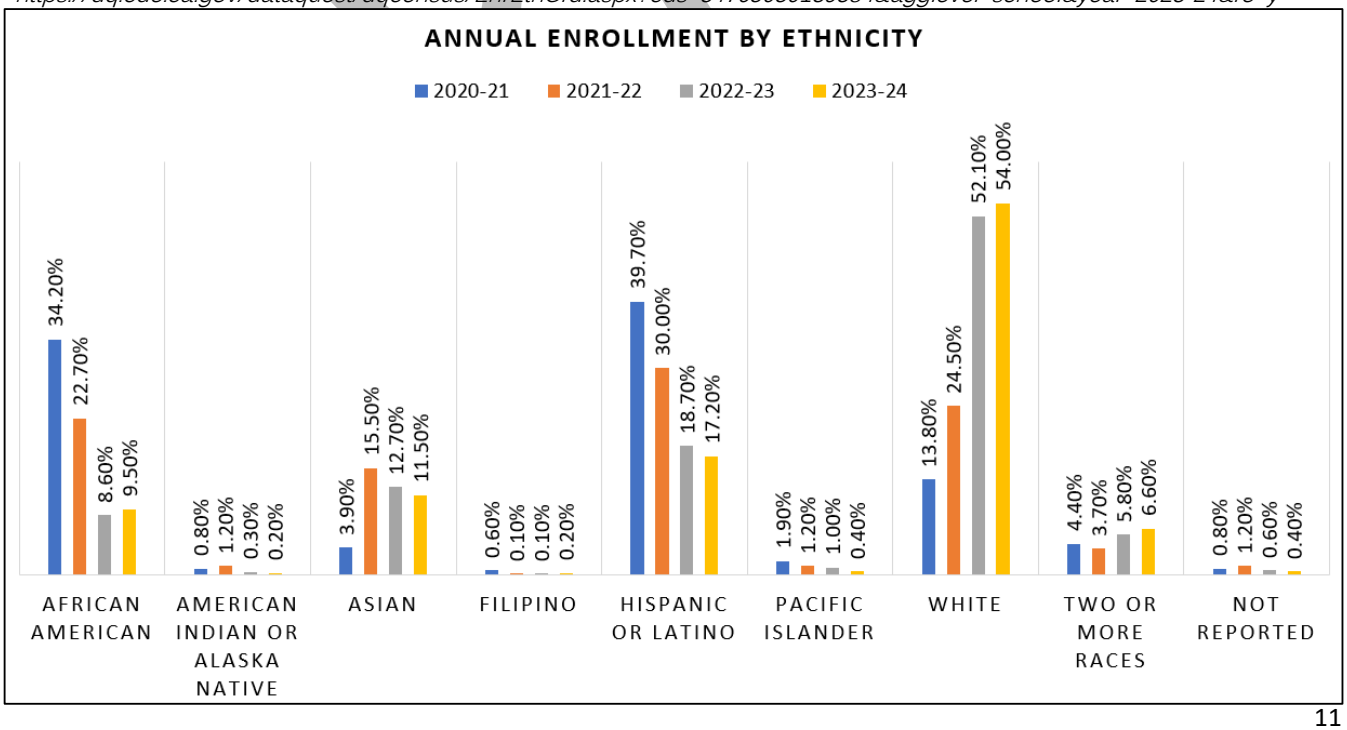
Key Data Points	2020-2021	2021-2022	2022-2023	2023-2024
October Enrollment	363	780	2,202	3,180
Socioeconomically Disadvantaged	93.1%	93.97%	94.9%	94.2%
English Learners	12.4%	46.3%	95.2%	75.7%

https://dq.cde.ca.gov/dataquest/dqcensus/EnrCharterSub.aspx?cds=34765050139584&agglevel=school&year=2023-24

**The California Department of Education's DataQuest website reports CICA's English Learner enrollment as zero. However, the CALPADS Unduplicated Pupil Count shows a total of 2,406 for LCFF English Learner Funding Eligible students. The above percentage for English Learners reflects the number reported in CALPADS.*

Academic Year	Total	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2023-24	3,180	9.50%	0.20%	11.50%	0.20%	17.20%	0.40%	54.00%	6.60%	0.40%
2022-23	2,202	8.60%	0.30%	12.70%	0.10%	18.70%	1.00%	52.10%	5.80%	0.60%
2021-22	780	22.70%	1.20%	15.50%	0.10%	30.00%	1.20%	24.50%	3.70%	1.20%
2020-21	363	34.20%	0.80%	3.90%	0.60%	39.70%	1.90%	13.80%	4.40%	0.80%

**https://dq.cde.ca.gov/dataquest/dqcensus/EnrEthGrd.aspx?cds=34765050139584&agglevel=school&year=2023-24&ro=y*

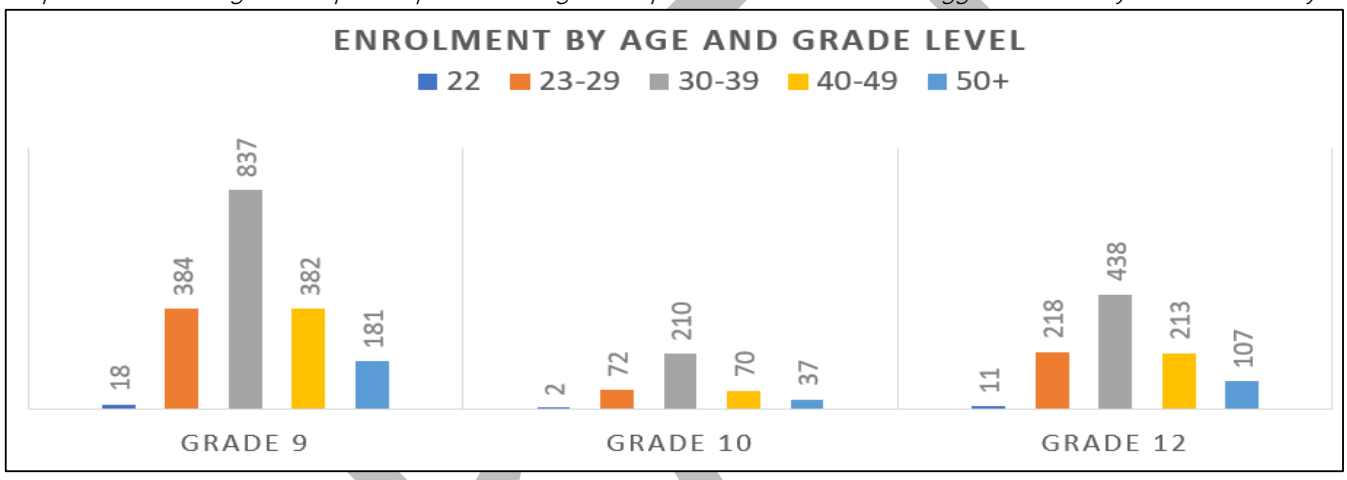


Highlands Community Charter and Technical Schools

California Innovative Career Academy

	2022-2023 School Year				2023-2024 School Year			
Age Group	Grade 9	Grade 10	Grade 12	Total	Grade 9	Grade 10	Grade 12	Total
22	14	2	9	25	18	2	11	31
23-29	339	50	171	560	384	72	218	674
30-39	575	108	281	964	837	210	438	1,485
40-49	238	44	133	415	382	70	213	665
50+	139	33	66	238	181	37	107	325
Total	1,305	237	660	2,202	1,802	391	987	3,180

**https://data1.cde.ca.gov/dataquest/dqcensus/EnrAgeGrd.aspx?cds=34765050139584&agglevel=school&year=2023-24&ro=y*



2023-24 DASS MEASURABLE PUPIL OUTCOMES

Academic Achievement – English Learners		Not Met	X	Met/Exceeded
Academic Achievement: High School & Bridge Program	X	Not Met		Met/Exceeded
Academic Improvement: English Learners		Not Met	X	Met/Exceeded
Academic Improvement: High School		Not Met	X	Met/Exceeded
Academic Improvement: Bridge Program		Not Met	X	Met/Exceeded
Academic Improvement: Math Gains		Not Met	X	Met/Exceeded
Academic Improvement: DASS 1-Year Graduation Rate		Not Met		Met/Exceeded
Engagement: English Learners		Not Met	X	Met/Exceeded
Engagement: CTE and Workforce Readiness		Not Met	X	Met/Exceeded
Engagement: Graduates Completing CTE Program		Not Met	X	Met/Exceeded

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Academic Achievement (DASS Metric)

International High School (IHS), English Language Learners (Levels 0-3)

The percentage of CICA English Language learners with a pre and post-test achieving a Measurable Skills Gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

		2021-22	2022-23	2023-24
Level 1	Actual	0.00%	76.47%	78.90%
	Target	61.00%	30.50%	34.00%
DIFFERENCE		-61.00%	45.97%	44.90%
Level 2	Actual	0.00%	64.58%	84.55%
	Target	62.00%	30.50%	40.00%
DIFFERENCE		-62.00%	34.08%	44.55%
Level 3	Actual	33.33%	71.43%	77.53%
	Target	60.00%	34.50%	37.00%
DIFFERENCE		-26.67%	36.93%	40.53%

Did Not Meet Goal

Met

During the 2023-24 year, CICA exceeded California state targets by more than 40% for EL Learners with a pre and post-test measurable skills gains in levels 0, 1, 2, and 3.

Level 0 is combined with the level 1 data.

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

The percentage of CICA high school learners with a pre and pos-test, achieving a measurable skills gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

		2021-22	2022-23	2023-24
Level 4	Actual	67.16%	64.35%	64.41%
	Target	40.00%	40.50%	43.00%
DIFFERENCE		27.16%	23.85%	21.41%
Level 5	Actual	36.84%	43.64%	54.19%
	Target	42.00%	35.50%	42.00%
DIFFERENCE		-5.16%	8.14%	12.19%
Level 6	Actual	0.00%	0.00%	0.00%
	Target	40.00%	36.50%	43.50%
DIFFERENCE		-40.00%	-36.50%	-43.50%

Did Not Meet Goal

Met

During the 2023-24 year, CICA exceeded California state targets for EL Learners with a pre and post-test measurable skills gains in levels 4 and 5. Level 6 has not met California state targets for the past 3 years.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Academic Improvement (DASS Metric)

International High School (IHS) with English Language Learners (Levels 0-3)

The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at CICA enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.

	2021-22	2022-23	2023-24
Actual	N/A	8.4	5.8
Target	N/A	2.0	2.0
Difference		**6.4**	**3.8**
Did Not Meet Goal			
Met			

During the 2023-24 year, CICA's average CASAS reading gain for ELL enrolled in International High School exceeded the target of 2 points by 3.8 points.

The percentage of CICA English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.

	2021-22	2022-23	2023-24
Actual	N/A	6.56%	52.19%
Target	N/A	5.00%	5.00%
Difference		**1.56%**	**47.19%**
Did Not Meet Goal			
Met			

During the 2023-24 year, the percentage ELLs in IHS level 3 moving to high school exceeded the target of 5% by 47.19%.

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

The average CASAS Reading Gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.

	2021-22	2022-23	2023-24
Actual	5.7	6.3	4.9
Target	2.0	2.0	2.0
Difference	**3.7**	**4.3**	**2.9**
Did Not Meet Goal			
Met			

During the 2023-24 year, CICA's average CASAS reading gain for ELLs enrolled in High School exceeded the target of 2 points by 2.9 points.

Highlands Community Charter and Technical Schools

California Innovative Career Academy

The average CASAS math gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.

	2021-22	2022-23	2023-24
Actual	2.5	2.6	3.9
Target	2.0	2.0	2.0
Difference	**0.5**	**0.6**	**1.9**
Did Not Meet Goal			
Met			

During the 2023-24 year, CICA's average CASAS math gain for ELLs enrolled in high school exceeded the target of 2 points by 1.9 points.

The DASS 1-year Graduation Rate for CICA learners will meet or exceed 20% as reported in California School Dashboard.

	2021-22	2022-23	2023-24
Actual	23.50%	22.60%	
Target	20.00%	20.00%	
Difference	**3.50%**	**2.60%**	
Did Not Meet Goal			
Met			

**The California School Dashboard has not published the 1-year DASS rates as of February 2025. TRUSD will update this report with the metric once it is released. Release timeline is anticipated to be "early spring 2025".*

Student Engagement (DASS Metric)

International High School (HIS) with English Language Support (Levels 0-3)

The percentage of CICA students with a CASAS pre and post-test will meet or exceed 55% as, measured by NRS Data Integrity in TOPSpro Enterprise.

	2021-22	2022-23	2023-24
Actual	50.75%	45.55%	65.57%
Target	55.00%	55.00%	55.00%
Difference	**-4.25%**	**-9.45%**	**10.57%**
Did Not Meet Goal			
Met			

During the 2023-24 year, the percent of CICA students with a CASAS pre and post-test exceeded the 55% target by 10.57%

CTE & Workforce (DASS Metric)

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

The percentage of 12th grade CICA high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.

Highlands Community Charter and Technical Schools

California Innovative Career Academy

	2021-22	2022-23	2023-24
Actual	19.00%	16.00%	19.00%
Target	10.00%	10.00%	10.00%
Difference	**9.00%**	**6.00%**	**9.00%**
Did Not Meet Goal			
Met			

During the 2023-24 year, the percent of CICA's 12th grade students enrolled in a CTE program exceeded the 10% target by 9%.

High School Graduates Completing CTE Program

The percentage of CICA high school graduates who complete a CTE program will meet or exceed 2% as measured by Graduate CTE Completers in PowerSchool.

	2021-22	2022-23	2023-24
Actual	11.00%	7.00%	2.00%
Target	2.00%	2.00%	2.00%
Difference	**9.00%**	**5.00%**	**0.00%**
Did Not Meet Goal			
Met			

During the 2023-24 year, the percent of CICA's high school graduates who completed a CTE program met the target of 2.00%

The TOPSpro Enterprise is a software used for data submission to the National Reporting System (NRS). This software integrates with the Comprehensive Adult Student Assessment Systems (CASAS), which is approved by the California Department of Education (CDE) as the primary assessment tool for measuring literacy gains in adult basic education.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Part 5: Site Visit Summary

Introduction

This section of the Charter School Oversight report has been created in collaboration between Ryland Strategic Business Consulting (Ryland SBC) and the Twin Rivers Unified School District (District). Ryland SBC has been contracted by the District to conduct charter oversight site visits, record observations, and create an Executive Summary for each Direct Funded ("Independent") Charter School under the District's authority.

Background

The purpose of this section of the report is to summarize the observations, notes, and recommendations from the 2024-25 leadership meeting and site visits conducted for the California Innovative Career Academy (CICA). CICA is managed by Highlands Community Charter and Technical Schools (HCCTS). The information provided in this section is designed to support the District's oversight responsibilities in monitoring academic performance and governance practices and measure the charter school's performance toward goals.

Methodology

Site visits were arranged with site coordinators or district office staff. Visits took place throughout California from 3/4/2024 through 11/6/2024. Each visit was comprised of three elements: A meeting with the site leadership team, classroom visits, and a tour of the campus. Information was collected using interviews, observation, document analysis, inquiry, and research.

Leadership Meetings

The site principal or director attended every leadership meeting, demonstrating strong commitment to the CICA program. Staff members at the sites were dedicated, welcoming, and eager to share their efforts and activities.

Over fifteen on-site leadership meetings were conducted, serving as the foundation for site visits. These meetings covered key topics, including site enrollment, Average Daily Attendance (ADA), student enrollment duration, disenrollment procedures, grade levels served, and specific supports for homeless students and English Learners (EL). Discussions also addressed challenges and successes.

Administration is assigned by grade level rather than by site, which made collecting some information difficult. Additionally, students are assigned by grade level rather than geographical area, making it challenging for them to visit their teachers in person when needed.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Physical Plants Summary (see Appendix for complete list)

The school sites were located in a variety of settings, including strip malls, churches, mosques, repurposed church schools, office buildings, repurposed traditional school sites, community centers, a college, and even a baseball field. Some active religious sites rented by CICA contained religious objects in classrooms and other areas.

Most sites consisted of two to five classrooms, with Grand Avenue (1333 Grand Ave.) being the only comprehensive site. Grand Ave housed administration, support personnel, a laundry facility for student use, a daycare, and Career Technical Education (CTE) programs.

During the visitation period, the site list underwent several changes. Some locations were listed as open but were not (e.g., 24th Street, North Laguna), while others were open but not listed (e.g., San Pablo). Additionally, a baseball field in Marysville was listed as a site, but workers on-site reported that no classes were held there. HCCTS has since notified the District that this location has been closed.

Classroom Summary

CICA classrooms and teaching spaces varied, as the program is taught online. In some locations, teachers had full classrooms, while in others, they worked from a single desk.

In dedicated CICA spaces, posters explaining HCCTS programs or other materials were displayed.

Instructional Practices

CICA serves students aged 22 and older who have not earned a high school diploma. Its foundational programs include the Independent High School (IHS) English Learner program, a high school diploma completion program, and the Bridge Program, which connects the two. Additionally, Career Technical Education (CTE) programs and equity initiatives are available.

Students in the English Learner program are assessed throughout the year and placed into proficiency levels (0–3) within IHS before progressing to the Bridge program and, eventually, the high school diploma program. Grade-level placement is determined by credits earned: ninth grade includes up to 50 credits, tenth grade ranges from 51–149 credits, and twelfth grade spans 150–200 credits. Notably, there is no eleventh-grade classification. To earn a high school diploma, students must complete 200 credits across 11 subject areas, including English, math, science, history, government, economics, workforce readiness, and CTE or electives.

CICA requires students to attend classes online, though many teachers encourage them to visit their classroom or workstation. IHS students must attend at least one session per week, though two sessions are recommended. Students in the Bridge and high school completion programs follow a more flexible structure, aiming to complete one credit per week and meeting with their teacher online at designated

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times. If students do not meet attendance expectations, classroom teachers and site administrators attempt to contact them through various methods.

IHS CICA classes observed mirrored traditional classroom environments, incorporating a variety of instructional practices in an online group setting. In contrast, the Bridge and high school completion programs followed a more individualized approach, with teachers working one-on-one with each student.

CTE classrooms were designed to replicate real-world work environments, with some students also receiving instruction at business locations. Unlike IHS and high school diploma classes, CTE courses typically had much smaller enrollments.

While some teachers hold traditional K-12 credentials, many reported holding an Adult Education credential instead. Despite this, they are responsible for assigning credit for high school courses. Site administrators hold a variety of degrees and credentials.

Curriculum and Content

Teachers and administrators emphasized strong curricular support from the Edmentum online high school program and custom theme packets developed by HCCTS staff, supplemented with additional teacher-selected resources. ABC Curriculum and Burlington Math were also available to teachers. Staff had access to a wide range of professional development opportunities.

Students in IHS were assessed at least three times a year to determine their proficiency level (0–3). This process continued until they reached level 4, or Bridge. As long as they maintained enrollment, they could continue in the program. In the Bridge and high school completion programs, progress was measured by credit completion, though no specific credit attainment rate was shared.

CTE classes were available in over 30 fields, including culinary arts, early childhood education, fitness, construction, finance, truck driving, welding, barbering, beauty, and more.

School Culture

All sites were welcoming, and students remained focused on learning English, earning credits, or completing high school. The school's motto, *"It's Never Too Late,"* was reflected in the dedication of the adult learners observed. Students were supported by caring teachers and administrators who were enthusiastic about their programs. Both students and staff demonstrated flexibility in adapting to various classroom configurations and locations.

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Support Services

In the Bridge and high school completion programs, each student was assigned a teacher who monitored their credit acquisition and attendance. Those with social needs were referred to the School Intervention Team (SIT), which connected them with social services.

Many school sites had small food pantries and free clothing distribution. Some locations also featured student centers that provided additional support. Language Navigators (LN) assisted non-native English speakers with interpretation, while Digital Navigators (DN) helped students with technology issues. The Grand Ave site offered a laundromat, and childcare was available at select locations. A fitness center was accessible to students who could travel to Sacramento. Additionally, all students received free phones with internet and cellular service.

CICA students were also eligible to participate in the HCCTS Equity Initiatives Program, which aimed to increase high school graduation rates among African American males, Latinx males, and women of color aged 22 and older. This program provided mentorship, skill-building, networking events, and individualized career pathways to help students secure meaningful employment.

Challenges & Successes

Many principals cited the need for additional classroom and teaching spaces due to increased enrollment. Administrators noted that social challenges often impacted students' ability to attend class, though a Leave of Absence (LOA) option was available for breaks in enrollment. Teaching new English Learners in an online environment was also a challenge, and some students struggled with transitioning from a guided online environment to Edmentum for Bridge and high school completion.

Despite these challenges, several successes were highlighted, including increased enrollment, student enthusiasm, staff dedication, program expansion, and strong support for students pursuing a high school diploma. The school also played a vital role in serving the immigrant community. Additionally, the online format provided students with the flexibility to complete their studies remotely.

Findings

<u>Commendations</u>

- CICA has one of the most unique charter school missions in California.
- Students enroll with clear goals—learning English, completing high school, or acquiring job skills.
- Staff members are dedicated, caring, and committed to meeting student needs.
- CICA has experienced significant enrollment growth in recent years.
- The curriculum team develops specialized instructional materials for teachers, and ongoing professional development opportunities are provided.
- Staff seemed happy to be a part of the school and its mission.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Observations

- Enrollment growth has strained CICA systems, a challenge further compounded by its large geographic footprint across California.
- Despite being categorized as a high school, CICA does not offer an 11th grade
- The graduation rate was 16.9% in 2023-24.
- Some classrooms and meeting spaces contained religious symbols.
- Classroom/teaching space was often cited as ongoing issues.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Part 6: Leadership Meeting Summary

Leadership Present

Twin Rivers Unified School District (TRUSD) and its representatives meet with the Highlands Community Charter and Technical School's (HCCTS) leadership team on Monday, September 16, 2024. Representing CICA were Bill McGuire, Executive Director, Maya Valdivia, Deputy Director, Brian Hamilton, Deputy Director, Brian Davis, Associate Deputy Director, Andrew Michaud, Associate Deputy Director, Isaura Cacho, Associate Deputy Director, Christina Martinez, Associate Deputy Director, Melissa Roberson, Director of Accountability, and Shaina Miranda, Executive Assistant.

Changes in Leadership

The board approved a new leadership structure which includes an Executive Director, two Deputy Directors, four Associate Deputy Directors, one Director of Finance and one Director of Human Resources. All individuals in these positions are new since the last annual meeting with TRUSD.

Strategic Planning and Initiatives

A board retreat was recently completed to gather input on strategic planning. They have identified workforce and CTE as high priorities. No new initiatives will be started this year. HCCTS reported that facilities are being analyzed to insure they are appropriate. All enrollment was paused the prior month, and the school is evaluating their absence policy. A lottery process with be used for new enrollments. An inquiry was made concerning expulsions, and it was shared the school has a policy, but no one has been expelled.

Staff

All staff participate in professional development two times a year in the fall and spring. The content this year focused on Independent High School and level assessments along with updating pupil placement assessments. To recruit staff, the school attends multiple job fairs and other events. The school shared they pay high salaries to retain staff. All principals have been trained in restorative practices and town halls are held to co-create solutions. Collaborative circles are in place to assist with communication and practices.

Academics

Staff have been trained on level assessments and high school students are administered assessments in math and reading. The school is analyzing the Dashboard Alternative School Status (DASS) metrics as it relates to graduation rates and other achievement. The school is examining achievement in many areas including reading, EL classification, and other areas. Students with 60 credits left to graduate will become a new focus with supports to help them graduate. 5,500 students have passed the civics

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assessment, which is aligned to the Comprehensive Adult Student Assessment System (CASAS). The collaboration with American River College is ongoing and 40 students are enrolled. They are examining English Learner supports stated that they would like to begin using ELPAC as soon as possible. Although, the District notes that the California Department of Education declined this request as the ELPC is not designed for students over 21 years of age. The school is using an MTSS approach to support students.

Operations

The school encountered accelerated growth and wants to improve their attendance rate. HCCTS stated they are working to hire additional staff and the viability of current positions is being examined. An updated planning process for the safety plan has been attained. The school is seeking feedback from students and staff.

Successes

HCCTS shared serving students and the community is seen as a success. The school has an emphasis on students' stories. Staff stated that they heard many positive stories last year.

Challenges

Murdock Smith leaving was seen as a challenge. A new organizational structure is being implemented. Audits and notifications from many entities are taking time.

School/District Relationship

The need for more structure and systems was discussed. There will be changes causing the district to evaluate how the school and district relationship operates in the oversite role.

Oversight

The District will be increasing oversight activities in the upcoming year and will communicate changes in the process as it is updated.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Part 7: Appendix

Appendix A: Motto Mission and Vision

Motto

It's Never Too Late...

Vision

To eradicate educational inequality and promote workforce success.

Mission

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

** https://hccts.org/motto-vision-mission/ (HCCS Website)*

CDE Code: 34 76505 0139584

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix B: TRUSD Authorized Locations/Sites

On October 17, 2024 the HCCTS Board of Trustees approved an updated site list that included 18 CICA addresses which are not part of the approved MOU Amendment No. 3. In doing so, HCCTS' Board did not follow the agreed upon terms as outlined in the above-mentioned Amendment (Item 2. A "Facilities"). See appendix J "CICA Oversight Executive Summary" for additional information.

Site Name	Address	HCCTS Board Approved	Approved (MOU Amendment No. 3)
33rd St. (Previously Oak Park)	2520 33rd St, Sacramento, CA 95817	Yes	No
24th Street,	7720 24th Street., Sacramento, CA 95832	No	Yes
*9th Ave. (Previously San Diego)	406 9th Avenue, San Diego, CA 92101	Yes	No
Advance Beauty College – Provided copy of MOU effective 9/22 for HCCS, not HCCTS	10121 Westminster Ave., Garden Grove, CA	Yes	No
*American River Dr. (Previously American River)	3600 American River Dr., Sacramento, CA	Yes	No
Auburn Blvd. (Previously Auburn)	4441 Auburn Blvd, Sacramento, CA 95841	Yes	Yes
*Arden Way *(Warehouse/Receiving) (Previously Arden)*	901 Arden Way, Sacramento, CA 95815	Yes	No
Asher – "Training Agreement" between **HCCS** and Asher College dated 8/22/2016 (Not HCCTS. This pre-dates CICA)	1215 Howe Ave., Sacramento, CA 95834	Yes	No
* Boxwood St. (23X Studio) (Previously Arden 2)	2260 Boxwood Street, Sacramento, CA 95815	Yes	No
C St. (Previously Marysville)	715 C Street, Marysville, CA 95901	Yes	Yes
*Capitol Mall (Previously Capitol Mall)	555 Capitol Mall, Sacramento, CA 95814	Yes	No

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Site Name	Address	HCCTS Board Approved	Approved (MOU Amendment No. 3)
* Fair Oaks Blvd. (23X Studio and Wellness Center) (Previously Fair Oaks)	2310 Fair Oaks Blvd, Sacramento, CA 95825	Yes	No
Federico MOU dated January 13, 2023 between HCCTS and Federico Beauty Institute. Both signatures present but date missing from HCCTS.	1515 Sports Drive, Sacramento, CA 95834	Yes	No
Florin Rd.	3801 Florin Road, Sacramento, CA 95823	Yes	Yes
Folsom Blvd. 10017	10017 Folsom Blvd, Sacramento, CA 95827	Yes	No
Folsom Blvd. 10013 (new additional building)	10013 Folsom Blvd, Sacramento, CA 95827	Yes	No
Franklin Blvd. (Previously Maple 2 (St. Rose))	5961 Franklin Blvd, Sacramento, CA 95824	Yes	Yes
Grand Ave.	1333 Grand Avenue, Sacramento, CA 95838	Yes	Yes
Hayes Ave. (Previously Norwood)	431 Hayes Avenue, Sacramento, CA 95838	Yes	No
*Hillsdale Blvd. (Wellness Center) (Previously Hillsdale)	5655 Hillsdale Blvd, Sacramento, CA 95842	Yes	Yes
*Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825	Yes	Yes
Industrial Pkwy. (Previously Industrial)	8180 Industrial Pkwy, Sacramento, CA 95824	Yes	Yes
Jackson Rd. *(Previously Jackson (Bethany)*	9880 Jackson Road, Sacramento, CA 95827	Yes	Yes
Las Palmas Ave. (Previously Del Paso (Calvary Christian))	1100 Las Palmas Avenue, Sacramento, CA 95815	Yes	Yes
Marysville Blvd. *(Previously Del Paso 2)*	3730 Marysville Blvd., Sacramento, CA 95838	Yes	No

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Site Name	Address	HCCTS Board Approved	Approved (MOU Amendment No. 3)
Marconi Ave. (Previously Marconi 2)	3727 Marconi Ave, Sacramento, CA 95821	Yes	Yes
Mixed – MOU DATED June 22, 2022 between HCCTS and Mixed Institute. This MOU is signed and dated by both parties.	5950 Florin Rd., Sacramento, CA 95823	Yes	No
Bruceville, (Previously North Laguna 2)	8211 Bruceville Rd, #125, Sacramento CA 95823	No	Yes
O St. *(Previously O Street)*	1326 O Street, Sacramento, CA 95814	Yes	Yes
Old Auburn Rd. (Previously Old Auburn)	7817 Old Auburn Road, Citrus Heights, CA 95610	Yes	No
*Raley Blvd. (Warehouse/Receiving) (Previously Raley Blvd)	4350 Raley Blvd, Sacramento, CA 95838	Yes	Yes
Rosemont *(Previously Rosemont (St. John's))*	8401 Jackson Rd., Sacramento, CA 95826	Yes	Yes
Seavey Circle *(Previously SHRA – Marina Vista)*	30 Seavey Circle, Sacramento, CA 95818	Yes	No
Todhunter Ave. (Previously West Sac (Holy Cross))	800 Todhunter Avenue, West Sacramento, CA 95605	Yes	Yes
Unitek MOU states that it is effective as of the date of the "last signature". Not signed by the college. Only signed and dated by Murdock Smith.	4330 Watt Ave., Sacramento, CA	Yes	No

**Indicates administration sites per MOU Amendment No. 3.*

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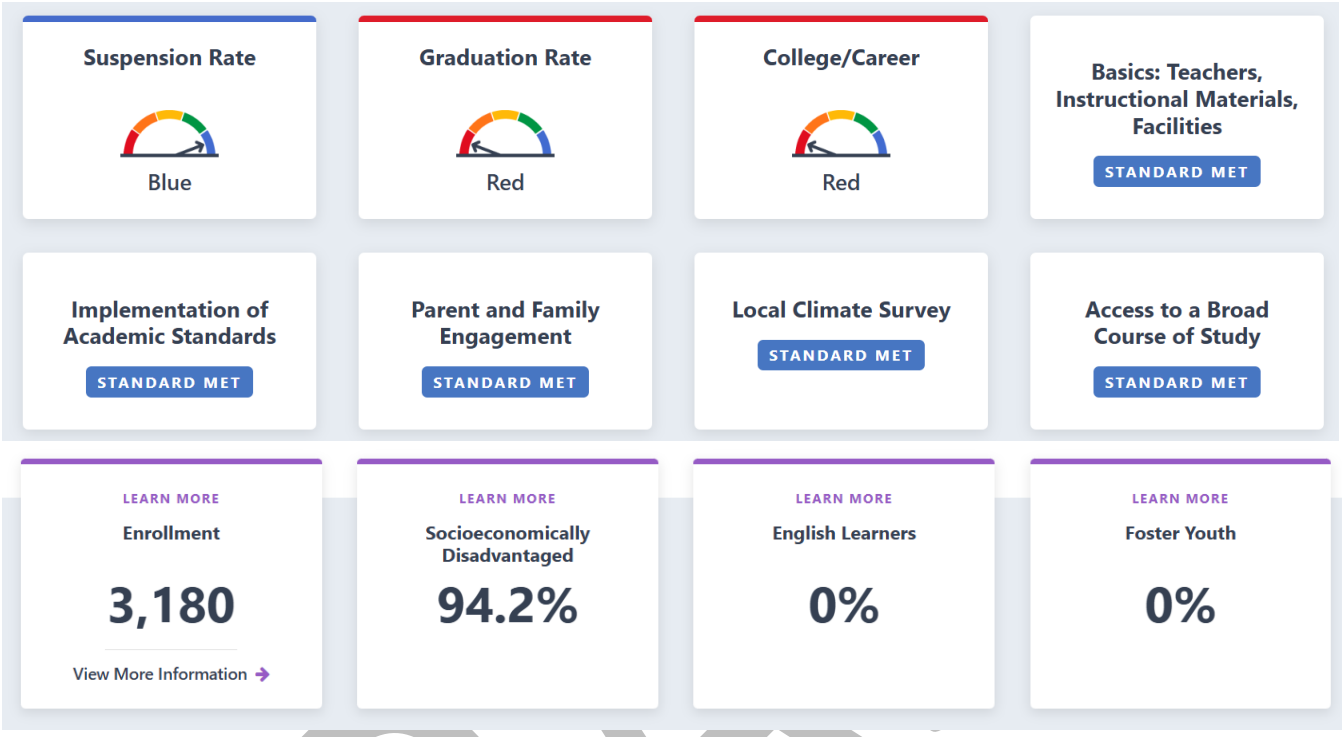
Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix C: 2023-2024 California Schools Dashboard



** https://www.caschooldashboard.org/reports/34765050139584/2024*

RENEWAL IS PRESUMPTIVE

CDE
Performance Category
No performance category for DASS participating schools.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix D: DASS Agreed-Upon Metrics

Established by Mutual Agreement: November 14, 2024

During the 2024-25 school year, leadership from Highlands Community Charter and Technical Schools (HCCTS) and Twin Rivers Unified School District (TRUSD) discussed and mutually agreed upon the Dashboard Alterative School Status (DASSS) metrics outlined in this document.

Participants (Individuals who participated in at least one of the DASS metrics meetings.)

- Bill McGuire, Executive Director, HCCTS
- Melissa Roberson, Director of Accountability & Assessment, HCCTS
- Mayra Valdivia, Deputy Director, HCCTS
- Marci Bernard, Interim Associate Superintendent, School Leadership, TRUSD
- Travis Burke, Executive Director Special Projects and Equity, TRUSD
- Sharilyn Warta, Project Manager, TRUSD

ACADEMIC ACHIEVEMENT

International High School (IHS), English Language Learners (Levels 0-3)

1. The percentage of HCCS English Language Learners with a pre and post-test, achieving a Measurable Skills Gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

1. The percentage of HCCS high school learners with a pre and pos-test, achieving a measurable skills gain will meet or exceed California state targets, as reported by National Reporting System (NRS) Performance in TOPSpro Enterprise (TE).

ACADEMIC IMPROVEMENT

International High School (IHS), English Language Learners (Levels 0-3)

1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at HCCS enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
1. The percentage of HCCS English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

1. The average CASAS Reading Gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at HCCS will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The DASS 1-year Graduation Rate for HCCS learners will meet or exceed 20% as reported in California School Dashboard.

STUDENT ENGAGEMENT

1. The percentage of HCCS students with a CASAS pre and post-test will meet or exceed 55% as, measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE

High School, Bridge (English Language Learners Levels 4-6) & Native English Speakers

1. The percentage of 12th grade HCCS high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of HCCS high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

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The TOPSpro Enterprise is a software used for data submission to the National Reporting System (NRS). This software integrates with the Comprehensive Adult Student Assessment Systems (CASAS), which is approved by the California Department of Education (CDE) as the primary assessment tool for measuring literacy gains in adult basic education.

Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix E: HCCTS Board of Directors

Ernie Daniels, Chair (Term Expires June 14, 2026)
Sharon Rocco, Vice Chair (Term Expires April 3, 2027)
Matt Powers, Secretary (Term Expires March 6, 2027)
Sonja Cameron, Treasurer (Term Expires January 5, 2027)
Rick Jones, Director (Term Expires April 3, 2027)
Mellonie Yang, Director (Term Expires January 5, 2025)
Mary DeChance, Director (Term Expires December 6, 2026)
Mike Reid, Director (Term Expires August 2, 2026)

**Board of Directors information collected from HCCTS Executed Board Handbook 2024*
https://hccts.org/wp-content/uploads/2024/11/Executed-Board-Handbook-6.06.2024-compressed.pdf

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix F: Annual Leadership Meeting Agenda

Highlands Community Charter and Technical Schools & Twin Rivers Unified School District

Annual Charter Leadership Meeting

September 16, 2024

Agenda

The items in this agenda apply to Highlands Community Charter and Technical Schools, California Innovative Career Academy, and Highlands Community Charter School.

Meeting Attendees:

Ryan DiGiulio, Chief Business Official, TRUSD
Sharilyn Warta, Project Manager, TRUSD
Terri Ryland, President Ryland SBC, Contractor, TRUSD
Scott Leaman, Ryland SBC, Contractor, TRUSD
Bill McGuire, Executive Director, HCCTS
Maya Valdivia, Deputy Director, HCCCTS
Brian Hamilton, Deputy Director, HCCTS
Brian Davis, Associate Deputy Director, HCCTS
Andrew Michaud, Associate Deputy Director, HCCTS
Isaura Cacho, Associate Deputy Director, HCCTS
Christina Martinez, Associate Deputy Director, HCCTS
Melissa Roberson, Director of Accountability, HCCTS
Shaina Miranda, Executive Assistant, HCCTS

01. Welcome and Introductions

02. Annual Oversight Changes & Updates

- Site Visit Contractor (Ryland Consulting)
- Document and Data Collection Updates
- TRUSD Charter Oversight Policy & Procedures Manual (upcoming resource)

03. Leadership Structure

- Discuss recent changes or plans for changes in the leadership structure.
- **Document Request:** Provide a copy of the most recent leadership contact list with notes regarding changes during the past year to present.

04. Strategic Planning and Initiatives

- Discuss academic and organizational priorities and goals.
- Discuss new initiatives or plans for program expansions.
- **Document Request:** Provide a copy of an updated site, program, and admin facilities list. *(Done – Sent by Natasha on 8/16/24)*

05. Staff

- Discuss 2023-24 PD opportunities and participation rates (CICA & HCCS)
- Discuss the 2024-25 PD plan
- Outline the process to recruit and retain staff
- **Document Request:** Provide the 2023-24 misassignments list. (CICA & HCCS)

06. Academics

For the 2023-24 year, discuss areas of achievement and progress made in the following areas

- Graduation Rates, College/Career Readiness, EL Track (Math and Reading), High School Diploma Track (Math and Reading), & English Learner Reclassification to High School Track

Discuss any plans for academic interventions or supports in the current year.

07. Operations

- Discuss 2023-24 enrollment & attendance trends, staffing trends and safety issues or updates (CICA & HCCS)

08. Audit Updates and Ongoing Concerns/Complaints

- Updates and discussion regarding audits and open complaints/concerns

09. Summary

- Discuss 2023-24 greatest successes & challenges for HCCTS
- What could TRUSD do to better support HCCTS?

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Appendix G: Site Visit Schedule

HCCTS oversight visits were conducted by Scott Leaman, Retired Superintendent, Ryland Strategic Consulting Contractor. TRUSD does not commit to visiting locations that were not approved by the District in the current MOU Amendment No. 3. See appendix J "Concerns and Complaints" for additional information.

Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
33rd St. (Previously Oak Park) 2520 33rd St, Sacramento, CA 95817	10/31/2024 **Not Approved for CICA**	1	5	24	Located inside a church. Students attended class in person even though HCCTS indicated site was for CICA.
Advance Beauty College, 10121 Westminster Ave., Garden Grove, CA	**Not Approved**				
Auburn Blvd. (Previously Auburn), 4441 Auburn Blvd, Suites H & M Sacramento, CA 95841	3/27/2024	2	Online	Multiple grade levels and Admin	Site with a combination of HCCS and CICA teachers.
Asher, 1215 Howe Ave., Sacramento, CA 95834	**Not Approved**				
Bowling, 7171 Bowling Drive, #1120, Sacramento, CA 95823	4/24/2024	1	Online	16	Site in partnership with Lao Family Community Development.
C St. (Previously Marysville), 715 C Street, Marysville, CA 95901	3/4/2024	2	Online	48	2 teachers share a classroom on site. Located at a church school.
*Capitol Mall (Previously Capitol Mall), 555 Capitol Mall, Sacramento, CA 95814	**Not Approved for CICA**				
24th Street, 7720 24th Street., Sacramento, CA 95832	8/13/2024	N/A	N/A	N/A	Principal reported no CICA at this site.
Fair Oaks Blvd. (Previously Fair Oaks), 2310 Fair Oaks Blvd, Sacramento, CA 95825	**Not Approved for CICA**				
Federico, 1515 Sports Drive, Sacramento, CA 95834	**Not Approved**				

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
Florin Rd., 3801 Florin Road, Suite 107 Sacramento, CA 95823	4/24/2024	1	Online	40	High school completion program. Location behind a car dealership.
Folsom Blvd. 10017 Folsom Blvd, Sacramento, CA 95827	**Not Approved for CICA**				
Folsom Blvd. (new additional building), 10013 Folsom Blvd, Sacramento, CA 95827	**Not Approved**				
Franklin Blvd. (Previously Maple 2 (St. Rose)), 5961 Franklin Blvd, Sacramento, CA 95824	8/29/2024	N/A	N/A	N/A	Site visit only
Grand Ave., 1333 Grand Avenue, Sacramento, CA 95838	8/18/2024	N/A	N/A	N/A	Site visit only
Hayes Ave. (Previously Norwood), 431 Hayes Avenue, Sacramento, CA 95838	05/09/2024 **Not Approved for CICA**	3	20	88	Portables on a repurposed school site.
Industrial Pkwy. (Previously Industrial), 8180 Industrial Pkwy, Sacramento, CA 95824	8/14/2024	1	Online	25	Co-located at the CTE truck driving training center.
Jackson Rd. *(Previously Jackson (Bethany),* 9880 Jackson Road, Sacramento, CA 95827	9/25/2024	1	5	24	Located inside a church. Students attended class in-person even though HCCTS indicated site was for CICA.
Las Palmas Ave. (Previously Del Paso), 1100 Las Palmas Ave, Sacramento, CA 95815	3/26/2024	2	11	53	35 graduates reported from this site.
Marysville Blvd. *(Previously Del Paso 2),* 3730 Marysville Blvd., Sacramento, CA 95838	3/26/2024	1	Online	15	New site with 5 graduates. Brother to Brother collaboration. Class in a storefront.
Marconi Ave. (Previously Marconi 2), 3727 Marconi Ave, Sacramento, CA 95821	8/13/2024	3	Online	175	Large CICA site in an office building.
Mixed, 5950 Florin Rd., Sacramento, CA 95823	**Not Approved**				

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

Site Name	Visit Date(s)	Classes Visited	Student's Present	Site Enrollment	Notes
North Laguna 2, 8211 Bruceville Rd, #125, Sacramento CA 95823	8/12/2024	N/A	N/A	N/A	Principal reported no CICA at this site.
O St. *(Previously O Street),* 1326 O Street, Sacramento, CA 95814	8/7/2024	N/A	N/A	N/A	No staff at site due to staffing shortage.
Old Auburn Rd. (Previously Old Auburn), 7817 Old Auburn Road, Citrus Heights, CA 95610	**Not Approved for CICA**				
Rosemont *(Previously Rosemont St. John's),* 8401 Jackson Rd., Sacramento, CA 95826	8/14/2024	1	8	24	Program located in a women's shelter.
Seavey Circle *(Previously SHRA – Marina Vista),* 30 Seavey Circle, Sacramento, CA 95818	4/29/2024 **Not Approved for CICA**	1	Online	35	Site in a residential housing development.
Todhunter Ave. (Previously West Sac - Holy Cross), 800 Todhunter Ave., West Sacramento, CA 95605	5/29/2024	N/A	N/A	N/A	Site visit only
Unitek, 4330 Watt Ave., Sacramento CA	**Not Approved**				

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Appendix H: Credential Monitoring Findings – Comparative Analysis

2023-2024
TRUSD Credential Monitoring Findings Summary

10/16/2024	Highlands Community Charter and Technical Schools
Date Published	Charter Organization
Layle Bojanski	Byanca Alcazar and Nikki Madison
Report Created By	Charter Organization Contact Person

Item	2022-2023	2023-2024	Change	Notes
Vacancies	149	27	-122	While the improvement is commendable, some subject areas (notably in Exploratory CTE and Self-contained classrooms) continue to indicate shortages. Though the overall reduction is extremely positive, vacancies still require additional focus. When selecting this determination, we recommend noting the vacancy and making a recruitment plan to assure it does not reoccur in the following year.
CALPADS Errors	301	465	164	There was a notable increase in CALPADS errors this year, increasing by more than 54%. However, a few recurring data submission issues were still present, primarily around assignment coding and course alignment. While the Charter has a better understanding of how courses are assigned in CALPADS, these errors can still impact assignment monitoring. When selecting this determination, we recommend noting the nature of the error in greater detail; include the information that should have been reported, which may include the CALPADS course code and title, etc.
Local Assignment Options (LAOs)	150	39	-111	We noticed a decrease in the use of Local Assignment Option 44865 this year. When comparing the staff from one year to the next, one can conclude that a reason for this decrease is due to staff turnover and there are not as many Single or Multiple Subject credentialed employees working for the Charter.
Misassignments	210	273	63	The slight uptick in misassignments is mainly attributed to assigning teachers without non-academic (CTE) authorizations to CTE courses and assigning teachers with 30 Day Emergency Substitute Permits to vacancies. When selecting this determination, we recommend noting the misassignment and making a plan to assure it does not reoccur in the following school year.

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Recommendations	
Item	**Recommendation**
Vacancies	Consider implementing a system to track vacant or open positions from the beginning of the school year and throughout. This tool can be used during assignment monitoring to identify the history of the position and enable you to provide better detail when you explain the Determination. For example, include information on whether the position became filled with a full-time teacher, if it was closed, and/or what recruitment efforts were made to fill the position for the subsequent year. As we've discussed, Vacancies will always be considered as a Misassignment.
CALPADS Errors	Providing targeted CALPADS training for your staff responsible for data input and verification would be beneficial. Implementing periodic internal audits throughout the year to catch errors before submission would also help improve overall accuracy. Specifically, use of course code 1000 should only be used in self-contained settings. Finding a more suitable course code for courses where no curriculum, instruction, assignments, exams or credit, will improve data for subsequent years. In addition, begin to transition Charter employees who are teaching non-academic (CTE) courses to apply for a CTE credential in the specific industry sector instead of having the authorization added to their Adult Education credential. Having this additional credential will not only benefit them but will also legally authorize them to instruct the Exploratory CTE course (7000) and English Learners, if applicable.
Local Assignment Options (LAO's)	For the coming year, prioritize developing pathways for current staff to obtain proper credentials. This could include professional development, credentialing assistance programs, or collaborating with local universities to create pipeline programs. The Adult Education Charter can extend credentialing flexibility under EC 44865 to holders of Single or Multiple Subjects credential so another recommendation would be to focus on recruiting and hiring these individuals. As a reminder, assignments under EC 44865 require employee consent. Please implement a practice to get employee consent for these assignments prior to the assignment start date.
Mis-assignments	Conduct regular credential audits to ensure teachers are appropriately assigned and avoid using 30-day permit holders to fill full time positions. It may also be beneficial to appoint a dedicated credentialing coordinator to monitor assignments throughout the year. Ensuring that your HR team is familiar with assignment regulations and works closely with CALPADS staff can further reduce misassignments.

Recommendations for Improvement
Early Recruitment and Staffing: Require site administrators/hiring managers to be specific with their program needs and Identify staffing needs early. Being focused and aware of staffing needs allows you to begin recruiting as soon as possible and ensures you will recruit candidates with the appropriate credentials or authorizations. Partnering with local program sponsors, teacher residency programs, and even offering incentives such as signing bonuses could help fill vacancies.
Ongoing Data Management Training: Attend refresher courses and workshops on CALPADS data entry and reporting to minimize errors. Reviews of CALPADS data, specifically reports 4.3 and 4.5, in December through February, would also help detect errors in advance.
Professional Development and Credential Support: If applicable, consider providing professional development funding or tuition assistance to current teachers interested in obtaining additional credentials. Establish clear professional growth pathways for paraeducators and substitutes to become fully credentialed teachers.
Regular Internal Monitoring: Using the CALPADS reports 4.3 and 4.5, perform mid-year credentialing audits and assignment reviews. This can ensure compliance throughout the year, allow you to correct misassignments, and prevent end-of-year surprises. Additionally, creating a tracking and communication system for misassignments can provide valuable insights for future planning.

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Appendix I: LCAP Feedback

LEA Name:	Highlands Community Charter & Technical Schools: CICA
LCAP Version:	1-Adopted Template
Reviewer(s):	Travis Burke
Review Date(s):	01/17/2024

The following notes are specifically related to the LCAP Academics.

2024-25 ANNUAL UPDATE REVIEW CRITERIA	
Instructions to reviewer: Mark the Yes box next to each criterion to indicate whether the criteria are met based on the review of the LCAP Annual Update. If criteria are not met and follow-up is required, use the space provided after each section. The Page Reference box may be used to help track where the criteria are met (or not met) in the document. Note: Unless otherwise indicated, all criteria fall under COE Approval Criteria EC 52070(d)(1) – Adherence to the template adopted by the state board.	
(1) Use of Template	
Yes	**Approval Criteria**
Yes	(1a) The LCAP 2024-25 Annual Update adheres to the template adopted by SBE and includes instructions.
(2) LEA Information	
Yes	**Approval Criteria**
Yes	(2a) LEA name, contact name, title, email address, and phone number are provided.
Comments/Follow Up Required:	

(3) Goals and Actions	
Yes	**Approval Criteria**
Yes	(3a) Goal #: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(3b) Goal Description: Copy and paste verbatim from the 2023-24 LCAP.
Comments/Follow Up Required:	
Goal 4 left blank—should be deleted	

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(4) Measuring and Reporting Results	
Yes	**Approval Criteria**
Yes	(4a) Metric: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4b) Baseline: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4c) Year 1 Outcome: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4d) Year 2 Outcome: Copy and paste verbatim from the 2023-24 LCAP.
Yes	(4e) Year 3 Outcome: LEA enters the most recent data available and indicates the school year to which the data applies.
Yes	(4f) Desired Outcome for 2023-24: Copy and paste verbatim from the 2023-24 LCAP.
Comments/Follow Up Required:	

(5) Goal Analysis	
Yes	**Approval Criteria**
Yes	(5a) LEA describes the overall implementation of the actions to achieve the articulated goal, including relevant **challenges** and **successes** experienced with the implementation process.
Yes	(5a.1) LEA describes any instance where it did not implement a planned action or implemented a planned action that differs substantively from how it was described in the adopted LCAP.
Yes	(5b) An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures, as applicable.
Yes	(5c) LEA describes the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle.
Yes	(5d) LEA describes any changes made to the goal, expected outcomes, metrics, desired outcomes, or actions as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
Yes	(5d.1) For actions that have been identified as ineffective, LEA identifies the ineffective action and includes a description of the reason(s) for the ineffectiveness and how changes to the action will result in a new or strengthened approach.
Comments/Follow Up Required:	

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2025-26 LOCAL CONTROL AND ACCOUNTABILITY PLAN REVIEW CRITERIA	
Instructions to reviewer: *Mark the Yes box next to each criterion to indicate whether the criteria are met based on the review of the 2025-26 LCAP. If criteria are not met and follow-up is required, use the space provided after each section. The Page Reference box may be used to help track where the criteria is met (or not met) in the document.*	
(1) Use of Template	
Yes	**Approval Criteria**
Yes	(a) The LCAP adheres to the template adopted by SBE and includes instructions.
Comments/Follow Up Required:	

(2) Plan Summary	
Yes	**Approval Criteria**
Yes	(2a) LEA name, contact name, title, email address, and phone number are provided.
Yes	(2b) LCAP Year: Correct year (2024-25) is listed.
Yes	(2c) **General Information:** Includes brief description of the LEA, its schools, and its students in grades TK-12, as applicable to the LEA.
N/A	(2d) The LEA identifies all schools receiving Equity Multiplier funding.
Yes	(2e) **Reflections: Annual Performance:** A reflection on annual performance based on a review of the California School Dashboard and local data.
	(2e.1) An LEA must identify the following, which will remain unchanged for the three-year LCAP cycle: - Any school with lowest performance level on one or more indicator on the 2023 Dashboard - Any student group with the lowest performance level on one or more indicator on the 2023 Dashboard - Any student group within a school with the lowest performance level on one or more indicator on the 2023 Dashboard
Yes	(2e.2) LEA may include a reflection on successes and challenges identified by the LEA
	(2e.3) LEA is encouraged to highlight how they are addressing identified needs of student groups, and/or schools as part of this response.
Yes	(2f) **Reflections: Technical Assistance:** A summary of the work underway as part of technical assistance.

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Yes	(2f.1) LEA annually identifies the reason(s) the LEA is eligible for technical assistance.
Yes	(2f.2) LEA provides a summary of the work underway as part of receiving technical assistance. - If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as "Not Applicable."
Comments/Follow Up Required:	

(3) Comprehensive Support and Improvement	
Yes	**Approval Criteria**
Yes	(3a) **Comprehensive Support and Improvement:** Identifies schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act (ESSA) and describes LEA plans to address needs of school sites.
Yes	(3a.1) Schools Identified: LEA has identified schools identified for CSI.
Yes	(3a.2) Support for Identified Schools: Describes how the LEA supported identified schools in developing CSI plans that included a school-level needs assessment, selection of evidence-based interventions, and identification of any resource inequities to be addressed.
Yes	(3a.3) Monitoring and Evaluating Effectiveness: Describes how the LEA will monitor and evaluate the implementation and effectiveness of CSI plans.
Comments/Follow Up Required:	

(4) Engaging Educational Partners	
Yes	**Approval Criteria**
Yes	(4a) Complete the table – Educational Partners: LEA identifies applicable educational partner(s) or group(s) engaged in developing the LCAP. Partners 4a.7, 4a.8, and 4a.9 are encouraged but not required for Charters.
Yes	(4a.1) Parents
Yes	(4a.2) Students
Yes	(4a.3) Teachers

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Yes	(4a.4) Principals and Administrators
Yes	(4a.5) Other School Personnel
N/A	(4a.6) Local Collective Bargaining Units, as applicable (not required for Charters)
N/A	(4a.7) Parent Advisory Committee, as applicable (not required for Charters)
N/A	(4a.8) English Language Parent Advisory Committee, as applicable (not required for Charters)
N/A	(4a.9) Special Education Local Plan Area Administrator, as applicable (not required for Charters)
Yes	(4b) Complete the table – **Process for Engagement:** The LEA describes the engagement process used to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.
Yes	(4b.1) A sufficient response will provide clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
Yes	(4c) A description of how the adopted LCAP was influenced by the feedback provided by educational partners. The LEA describes any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to educational partner feedback.
N/A	(4c.1) An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the LCAP.
Comments/Follow Up Required:	

(5) Goals and Actions – Goal Types and Requirements	
Yes	**Approval Criteria**
Yes	(5a) Goals are numbered and all required fields have been completed.
Yes	(5a.1) State Priorities have been identified for each goal.
N/A	(5b) **Focus Goal:** (5b.1) Focus Goal Description: The description for a Focus goal must be specific, measurable, and time bound. The Focus Goal can explicitly reference the

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	metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.
N/A	(5b.2) Focus Goal Explanation: Explain why the LEA has chosen to prioritize this goal. Explanation must - Be based on Dashboard data or other locally collected data. - Describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
N/A	**(5b.3) Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding Description**: In addition to addressing the focus goal requirements described above (line 5b.1), LEAs must address the following: - All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and - Any underlying issues in the credentialing, subject matter preparation, and retention of the school - Identify specific metrics for each identified student group, as applicable
N/A	**(5b.4) Equity Multiplier Focus Goal Explanation:** LEA explains why it has chosen to prioritize this goal. In addition to addressing 5b.2 above, identify the school or schools to which the goal applies
Yes	(5c) **Broad Goal:**
Yes	(5c.1) Broad Goal Description: Each Broad Goal includes a description of what the LEA plans to achieve through the actions included in the goals. The description - Must be clearly aligned with the expected measurable outcomes included for the goal. - Organizes the actions and expected outcomes in a cohesive and consistent manner. - Is specific enough to be measurable in either quantitative or qualitative terms. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.
Yes	(5c.2) Broad Goal Explanation: For each Broad Goal, the LEA explains why the LEA developed the goal and how the actions and metrics grouped together will help achieve the goal.
N/A	(5d) **Maintenance of Progress Goal:**
N/A	(5d.1) Maintenance of Progress Goal Description: Each Maintenance Goal includes a description of how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. The LEA describes how the actions will sustain the progress exemplified by the related metrics.

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Comments/Follow Up Required:

(6) Goals and Actions – Measuring and Reporting Results	
Yes	**Approval Criteria**
Yes	(6a) LEA has completed the Measuring and Reporting Results section under each Goal in the LCAP.
Yes	(6b) **Metric #: LEA** identifies the metric number.
Yes	(6c) **Metric:** LEA identifies the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.
Yes	(6d) **Baseline:** LEA provides baseline data for 2024-25.
Yes	(6e) **Year 1 Outcome:** LEA provides the most recent data available for each metric and indicates the school year to which the data applies.
Yes	(6f) **Year 2 Outcome:** Should be left blank. To be completed for the 2026-27 LCAP.
* **Yes**	(6g) **Target for Year 3 Outcome:** LEA enters the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
N/A	(6h) **Current Difference from Baseline:** To be completed for the 2025-26 LCAP. Enter the difference between the date in year 1 outcome and target for year 3 outcome boxes.
Comments/Follow Up Required:	
6G: Metrics ~~1.4 The baseline is 69.9 and the target outcome is 34.3. While the goal is stated as exceeding the state average, you should write the maintenance target as closer to the baseline with a 'exceed state average' as a level not to drop below.~~ Corrected in revisions	

(7) Goal Analysis	
Yes	**Approval Criteria**
N/A	*(a) LEA has completed the Goal Analysis section for each Goal being carried over from the prior LCAP*
N/A	*(b) Implementation: LEA describes the overall implementation of actions within the goal.*
N/A	*(b.1) LEA discusses relevant challenges and successes experienced in implementing the actions.*
N/A	*(b.2) LEA addresses any actions that were not implemented or implemented an action in a manner that differs substantially from what was described in LCAP.*

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N/A	*(c) Material Differences: LEA explains material differences between Budgeted Expenditures and Estimated Actual Expenditures for actions and between Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.*
N/A	*(c.1) For qualitative improvements: LEA describes the methodology used to calculate the percentage of improvements in services in the current LCAP year as shown in the Contributing Actions Annual Update table.*
N/A	*(d) Effectiveness: LEA describes the effectiveness of specific actions to achieve the articulated goal as measured by the LEA using metrics outlined in the Measuring and Reporting section for the goal.*
N/A	*(e) Changes: LEA describes any changes made to the goal, expected outcomes, metrics, or actions to achieve the goal as a result of this analysis.*
Comments/Follow Up Required:	

(8) Goals and Actions – Actions	
Yes	**Approval Criteria**
Yes	(8a.1&2) **Action # and Title:** LEA provides an action number and provides a short title for each action.
Yes	(8a.3) **Description:** LEA provides a brief description for each action.
Yes	(8a.4) **Total Funds:** LEA provides the total amount of expenditures associated with each action.
Yes	(8a.5) **Contributing:** LEA indicates whether each action contributes toward meeting the increased or improved services requirement as described in the Increased or Improved Services section (Y or N).
Yes	(8b) Actions for Foster Youth: ENCOURAGED for LEAs whose Foster Youth are numerically significant.
	(8c) **Required Actions**
Yes	(8c.1) For LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
Yes	(8c.2) For LEAs that have both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners. (strong actions for EL - LTEL included in the LTEL course and data points (Actions 1.1, 7.1, 7.2, 1.9)

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Yes		(8c.2a) For LEAs that have 30 or more Students with Disabilities the LEA must include specific actions and consult with their SELPA.
N/A		(8c.3) LEAs eligible for technical assistance must include specific actions related to the implementation of the work underway as part of technical assistance.
Yes		(8c.4) LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions.
Comments/Follow Up Required:		
~~Action 1.1 recommendation Expanding the Curriculum team is mentioned. How may staff are planned to be funded? # of FTE~~ ~~Action 1.2 recommendation: Please list the FTE to be funded under this goal. The positions are listed without FTE attached. This helps monitor the implementation level of the action through the annual update.~~ Corrected in revisions		

(9) Goals and Actions – State Priorities and Required Metrics		
Yes	**Approval Criteria**	**State Priority Areas**
Yes	Teachers are appropriately assigned and fully credentialed in the subject areas and for the pupils they are teaching.	**1: Basic Services**
Yes	Every pupil has sufficient access to standards-aligned instructional materials.	
Yes	School facilities are maintained in good repair.	
	Implementation of the academic content and performance standards adopted by the state board.	**2: Implementation of State Standards**
Yes	How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.	
Yes	Efforts the LEA makes to seek parent input in making decisions for the LEA and each individual school site.	**3: Parent Involvement and Family Engagement**
Yes	How the LEA will promote parental participation in programs for unduplicated pupils.	
Yes	How the LEA will promote parental participation in programs for individuals with exceptional needs.	
Yes	Performance on Statewide assessments (ELA, Math, Science)	**4: Pupil Achievement**

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No	Percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the UC or CSU.	
Yes	Percent of pupils who have successfully completed courses that satisfy requirements for CTE sequences or programs of study that align with state board approved CTE standards and frameworks.	
No	Percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the UC or CSU and career technical education sequences or programs of study.	
Yes	Percentage of English learner pupils who make progress toward English proficiency; or any subsequent assessment of English proficiency, as certified by the state board.	
Yes	English learner reclassification rate.	
No	Percentage of pupils who have passed an advanced placement examination with a score of 3 or higher.	
No	Percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.	
Yes	School attendance rates	5: Pupil Engagement
Yes	Chronic absenteeism rates	
No	Middle school dropout rates	
No	High school dropout rates	
Yes	High school graduation rates	
Yes	Pupil suspension rates	6: School Climate
Yes	Pupil expulsion rates	
Yes	Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
N/A	Extent to which pupils have access to and are enrolled in a broad course of study that includes all of the subject areas described in Section 51210 and Section 51220(a) to (i), as applicable.	7: Course Access

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Yes	Programs and services developed and provided to unduplicated pupils	
	Programs and services developed and provided to individuals with exceptional needs	
N/A	Pupil outcomes, if available, in the subject areas described in Section 51210 and subdivisions (a) to (i), inclusive of Section 51220, as applicable.	**8: Other Pupil Outcomes**
Comments/Follow Up Required:		

(11) Increased or Improved Services for FY, EL, and LI Students – Required Descriptions	
Yes	**Approval Criteria**
Yes	(11a) **LEA-wide and Schoolwide Contributing Actions**: For each action identified as contributing to the increased or improved services requirement the LEA provides an explanation. - If the LEA has provided this required description in the Action Descriptions, state as such within the table. If stated, review the components in the Action Descriptions.
Yes	(11a.1) **Goals and Action #(s):** LEA identifies the goal and action number of each LEA-wide and schoolwide contributing action.
Yes	(11a.2) **Identified Need(s): LEA** provides an explanation of the unique identified need(s)of the LEA's unduplicated student group(s) for whom the action is principally directed. The LEA explains the need(s), condition(s), or circumstance(s) of its unduplicated student group(s) identified through a needs assessment.
Yes	(11a.3) **How the Actions(s) are Designed to address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis:** LEA provides an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis
Yes	(11a.4) **Metric(s) to Monitor Effectiveness:** LEA identifies the metric(s) being used to measure the progress and effectiveness of the action(s).
N/A	(11b) **Limited Actions:** For each action being solely provided to one or more unduplicated student group(s), the LEA provides an explanation. - If the LEA has provided the required descriptions in the Action Descriptions, state as such. If stated, review the components in the Action Descriptions.

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N/A	(11b.1) **Goal and Action #:** LEA identifies the goal and action number of each limited action.
N/A	(11b.2) **Identified Need(s)**: LEA explains the unique identified need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment.
N/A	(11b.3) **How the Actions(s) are Designed to address Need(s):** LEA provides an explanation of how the action as designed will address the unique identified need(s) of the unduplicated student group(s) being served.
N/A	(11b.4) **Metric(s) to Monitor Effectiveness:** LEA identifies the metric(s) being used to measure the progress and effectiveness of the action(s).
Yes	(11c) **Planned Percentage of Improved Services:** For any limited action associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, the LEA describes the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.
	(11c.1) **Goal and Action #:** LEA identifies the goal and action number and describes the methodology that was used.
Yes	(11d) **Additional Concentration Grant Funding:** Did the LEA demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55% as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55%?
N/A	(11d.1) An LEA that does not receive the concentration grant add-on funding must indicate that a response to this prompt is not applicable.
	(11d.2) The LEA identifies goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff providing direct services to students at schools with an enrollment of unduplicated students that is greater than 55%.
	(11d.3) An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55%, must describe how it is using the funds to increase the number or credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
	(11d.4) In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school

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	with an enrollment of unduplicated students that is greater than 55%, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55%.
Yes	(11e) **Staff to Student Ratios by Type of School and Concentration of Unduplicated Students** - LEAs that do not have comparison schools should indicate **N/A**. Complete the table as follows:
Yes	(11e.1) Staff-to-Student Ratio – **Classified:** LEA provides staff-to-student ratio of classified staff providing services to students with a concentration of unduplicated students that is 55% or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55%, as applicable to the LEA.
Yes	(11e.2) Staff-to-Student Ratio – **Certificated:** LEA provides staff-to-student ratio of certificated staff providing services to students with a concentration of unduplicated students that is 55% or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55%, as applicable to the LEA.
Comments/Follow Up Required:	

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Appendix J: CICA Oversight Executive Summary

ACADEMICS

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS
Off Track	2	0

The charter is "off track" in the area of academics because at least one area of concern involves potential material violations.

TYPE	DESCRIPTION
STRENGTH	During the 2023-24 year, CICA exceeded California state targets by more than 40% for EL Learners with a pre and post-test measurable skills gains in levels 0, 1, 2, and 3.
STRENGTH	During the 2023-24 year, the percentage ELLs in IHS level 3 moving to high school exceeded the target of 5% by 47.19%.
STRENGTH	CICA met or exceeded all DASS agreed upon metrics for the 2023-24 school year except the High School Bridge English Language Learner Level 6 target. (The California School Dashboard has not been updated with the 1-year DASS graduation rates as of March 2024. The District will review and update this report, once the data is published.)
AREAS FOR IMPROVEMENT	On December 11, 2024 the District received notification from the CDE stating that the Dashboard Alternative School Status for CICA was being revoked. Beginning the 2024-25 school year, the District will follow the CDE's guidance by using the California School Dashboard and the performance category/level (when available) to monitor and evaluate each school's academic performance.
AREAS FOR IMPROVEMENT	On 08/09/23 and 3/27/24, the College Oak site was closed for staff development and Muslim holidays. Some students were provided one-day Independent Study packets, which may be a violation of SB 153, requiring at least 3 days for Short Term Independent Study. HCCS has stated that they are exempt from SB 153 and communicated that they will not be offering Short Term Independent Study through the next 2025-26 school year.
CONCERN	The current grade levels are not aligned with the approved petition. Contradicting the petition, the program is now described as a high school program, but omits 11th grade. To-date CICA has not submitted a Material Revision request as required by Education Code.
CONCERN	CICA has not participated in the mandatory CAST Science test as required by law.

GOVERNANCE AND OPERATIONS

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS
Off Track	2	5

The charter is "off track" in the area of governance and operations because HCCTS has at least one area of concern involves potential material violations. (See appendix K for more details.)

TYPE	DESCRIPTION
AREAS FOR IMPROVEMENT	Student engagement logs should be maintained centrally and reflect contact with students as required by State Audit Guides. The District will include review of documentation and logs in the annual oversight activities.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

AREAS FOR IMPROVEMENT	SARC reports were identified as an area of concern earlier in the year due to inaccurate and missing data. CICA has corrected the reports, but should make improvements in this area to ensure accuracy of reporting. The District will include oversight activities on this item during the 2025-26 school year.
REQUIRED ACTION	Student engagement as defined by the Independent Study Master Agreement should be followed, monitored, and enforced. CICA should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	Board Policy 6158 is not aligned with the Master Agreements regarding the evaluation of student appropriateness for remaining in Independent Study. Provide the District with the updated BP and Master Agreements showing that they are aligned. CICA should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	Independent Study Master Agreements must not have a duration longer than one school year. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure compliance. CICA should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	Independent Master Study agreements were not consistently reviewed by teachers with students during intake and they are only provided to students in English. The District acknowledges HCCTS' response that they will submit copies of update Master Agreements to the District in the English, Spanish, Dari/Farsi, Russian, Ukrainian, and Pashto. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure continued compliance.
REQUIRED ACTION	Contrary to what the District authorized Attendance Report stated, CICA is subject to EC Section 51745.6(d), which states "All charter school pupils, regardless of age, shall be included in the applicable average-daily-attendance-to-certificated employee ratio calculations." CICA must comply with the student-to-teacher ratios as outlined by Ed. Code. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure continued compliance.
CONCERN	For multiple past years, CICA had not adopted the Comprehensive School Safety Plan (CSSP) annually by March 1st as outlined by Education Code. CICA must update the CSSP, annually by March 1st. The updated plan must include all required elements as listed in EC Section 32282(a)(2)(A-L). The District will include follow-up activities on this item during the oversight activities for the 2025-26 year.
CONCERN	During the 2022-23 and 2023-24 school years, students were pre-marked as present for attendance apportionment. Communication with CICA staff regarding the attendance taking process revealed that the procedures and expectation were unclear. This practice will almost always overestimate the apportionment. While HCCTS had indicated that the practice of pre-populating student's as present has changed for the current year, this has not been verified by the District. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure continued compliance.

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

FINANCIAL HEALTH

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS

TYPE	DESCRIPTION
Pending	*HCCTS requested and was granted an extension to file the 23-24 audit reports. Data will be entered here once the District has those reports.*

Appendix K: HCCTS Oversight Executive Summary

ACADEMICS

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS
Off Track	0	0

HCCTS is "off track" in the area of academics because both charter schools (HCCS and CICA) have areas of concern involving potential material violations.

TYPE	DESCRIPTION
STRENGTH	HCCTS offers a variety of social services such as food pantries, free clothing distribution, laundromat, childcare, and fitness center.
STRENGTH	Staff members are dedicated, caring, and committed to students.

GOVERNANCE AND OPERATIONS

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS
Off Track	5	5

HCCTS is "off track" in the area of governance and operations because at least one area of concern involve potential material violations.

TYPE	DESCRIPTION
STRENGTH	HCCTS offer a variety of social services such as food pantries, free clothing distribution, laundromat, childcare, and fitness center.
STRENGTH	Staff members are dedicated, caring, and committed to meeting student needs.
AREAS FOR IMPROVEMENT	Enrollment growth has strained HCCS' and CICA's systems. This is a challenge further compounded by its large geographic footprint across California.
AREAS FOR IMPROVEMENT	The District commends HCCTS for revising at least half of the outdated Board Policies and their work to ensure all BPs are updated by June 30, 2025. HCCTS' commitment to continue

Highlands Community Charter and Technical Schools

California Innovative Career Academy

	reviewing and updating BPs as needed and their plan to communicate updates is noteworthy. However, the BP revision process needs to be strictly followed. Concerns related to the revision of BP 3310 have been identified. The District will include oversight activities on this item during the 2025-26 school year.
AREAS FOR IMPROVEMENT	Several sites are located in religious buildings that display religious symbols in HCCTS classrooms. Most of the concerns have been addressed, but there are still facilities in which this issue is not resolved.
REQUIRED ACTION	The CTE Truck Driving program has allowed non-students to participate. HCCTS has stated that they have ceased this practice. HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	During the 2022-23 and 2023-24 school years, HCCTS used an incorrect calendar for reporting ADA that resulted in incorrect P-2 divisors. HCCTS has stated that this has been addressed during the 2024-25 school year. HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	The reporting structure and internal controls for attendance were identified as "inadequate" during the 2024-25 District authorized Attendance Study. This resulted in multiple errors in attendance accounting, lack of training for staff, and inconsistency in documenting and verifying attendance reporting. HCCTS has communicated that they are updating the attendance taking procedures and that they will seek approval from the District before making any changes to the attendance polices. HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	Provide the District with an update regarding the plan to implement a single attendance track with all minimum number of instructional minutes met before beginning implementation for the 2025-26 school year (8/11/2025). HCCTS should cooperate with the District during the upcoming 2025-26 school-year as additional oversight measures will be implemented.
REQUIRED ACTION	During the current 2024-25 school year, HCCTS began withholding suite and building numbers when providing lists of sites/locations. The District acknowledges the current MOU Amendment No. 3 as the accurate list of approved sites minus the locations which have been closed. The District requires suite and building numbers in order to conduct proper oversight.
CONCERN	On October 3, 2024 and October 17, 2024, the HCCTS' Board of Trustees approved multiple locations for operations that were not approved by the District as outlined in the current MOU Amendment No. 3 for CICA and HCCS. This action was done without complying to the terms outlined in the agreements. The District is reviewing and will follow-up appropriately.
CONCERN	HCCTS made numerous material changes to their procedures for collecting attendance and reporting ADA, but did not obtain approval prior to implementation. The District acknowledges that HCCTS informed the District of the utilization of the "Brain" app for

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Highlands Community Charter and Technical Schools

California Innovative Career Academy

	attendance after the implementation and that the District was notified after they ceased to use the "Brain" app. However, prior approval was never sought. This requirement is outlined in CICA's and HCCS' petitions. While HCCTS has communicated that they will seek approval from the District before making any changes to the attendance polices, the actions outlined above constitute unapproved material changes. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure compliance.
CONCERN	HCCTS continues to have CALPADS Errors or misassignments as outlined by the Commission on Teacher Credentialing (CTC). The CDE confirmed that HCCTS is on record as a K-12 school and not an adult school. The K-12 school type and adult education teacher credentialing remains an unresolved issue despite the District's Notice of Concern. To prevent corrective actions by the District, HCCTS must comply with the CTC's guidelines to appropriately address the misassignments and begin making immediate changes. The District will be implementing additional oversight measures during the upcoming 2025-26 year to ensure continued compliance.
CONCERN	Before closing, the Marysville 2 location was identified as a baseball field, not a facility. The District is reviewing additional concerns discovered through the investigation process.
CONCERN	Although there are no students in or around the area, HCCTS has secured an administrative site in San Diego, CA. Additionally, a public records search showed that this location has been advertised as office condominiums where "*you can watch a game from your balcony*", specifically referencing HCCTS' administrative suite 310 as having a "*dedicated balcony with unparalleled view of Petco Park*." The purpose for this administrative facility in San Diego is unclear.

FIANANCIAL HEALTH

RENEWAL TRACK	CONCERNS	REQUIRED ACTIONS

TYPE	DESCRIPTION
Pending	*HCCTS requested and was granted an extension to file the 23-24 audit reports. Data will be entered here once the District has those reports.*

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Highlands Community Charter and Technical Schools

California Innovative Career Academy



DRAFT

OVERSIGHT REPORT 2023-24

Highlands Community Charter and Technical Schools

California Innovative Career Academy

April 2025

DRAFT

Regular and Virtual School Board Meeting
11/04/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
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L. 4. PRESENT AND APPROVE Issuance of a Notice of Intent to Revoke the Charter of California Innovative Career Academy Charter School of the Highlands Community Charter and Technical Schools

Quick Summary / Abstract

On June 17, 2025, the District's Board of Trustees unanimously voted to issue a Notice of Violation to California Innovative Career Academy Charter School (CICA), operated by Highlands Community Charter and Technical Schools (HCCTS). On June 18, 2025, the District delivered the Notice of Violation to HCCTS specifying a reasonable remedy period of up to September 26, 2025, for CICA to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation. At the conclusion of the remedy period, on September 26, 2025, CICA provided a partial response. The response with exhibits were provided to the District on September 29, 2025. However, as explained in the Notice of Intent to Revoke, substantial evidence exists that the Charter School failed to refute and/or remedy all of the violations set forth in the Notice of Violation to the District's satisfaction.

Based upon the substantial evidence that demonstrates failure to refute and/or remedy multiple violations identified in the Notice of Violation, District staff recommends the Board approve issuance of the Notice of Intent to Revoke to CICA pursuant to Education Code section 47607 and Title 5, section 11968.5.2 of the California Code of Regulations. Staff, with support from legal counsel, will provide a presentation on the findings of fact and recommendation.

If issued, it is anticipated that a public hearing regarding whether there is substantial evidence to revoke CICA's Charter will be held at the December 2, 2025, Board meeting, and the determination of whether to issue a Final Decision to revoke will occur at a Board meeting before December 30, 2025, or January 30, 2026, if extended by mutual agreement with CICA.

The Superintendent recommends that the Board of Trustees approve Issuance of the Notice of Intent to Revoke the Charter of California Innovative Career Academy Charter School. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Rationale

On June 17, 2025, the District's Board of Trustees unanimously voted to issue a Notice of Violation to California Innovative Career Academy Charter School (CICA), operated by Highlands Community Charter and Technical Schools (HCCTS). On June 18, 2025, the District delivered the Notice of Violation to HCCTS specifying a reasonable remedy period of up to September 26, 2025, for CICA to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation. At the conclusion of the remedy period, on September 26, 2025, CICA provided a partial response. The response with exhibits were provided to the District on September 29, 2025. However, as explained in the Notice of Intent to Revoke, substantial evidence exists that the Charter School failed to refute and/or remedy all of the violations set forth in the Notice of Violation to the District's satisfaction.

The Superintendent recommends that the Board of Trustees approve Issuance of the Notice of

Regular and Virtual School Board Meeting
11/04/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
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Intent to Revoke the Charter of California Innovative Career Academy Charter School. Contact person: ryan digiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Supporting Documents

- 2025.11.04.CICA Notice of Violation Staff Report and Recommendations.pptx
- 2025.06.12.LTR.CICA Notice of Violation w-Exhibits
- _9.26.2025 CICA Notice of Violation Response .docx
- 2025.11.04.Notice of Intent to Revoke.CICA

Created on 10/17/2025 at 8:55 AM PT by Sharilyn Warta
Last Modified on 10/31/2025 at 10:04 AM PT by Yasmina Flores



Notice of Violation: Staff Findings and Recommendations California Innovative Career Academy

Presented by:

Ryan DiGiulio, Chief Business Official

William Schuetz, Attorney at Law, Dannis Woliver Kelley

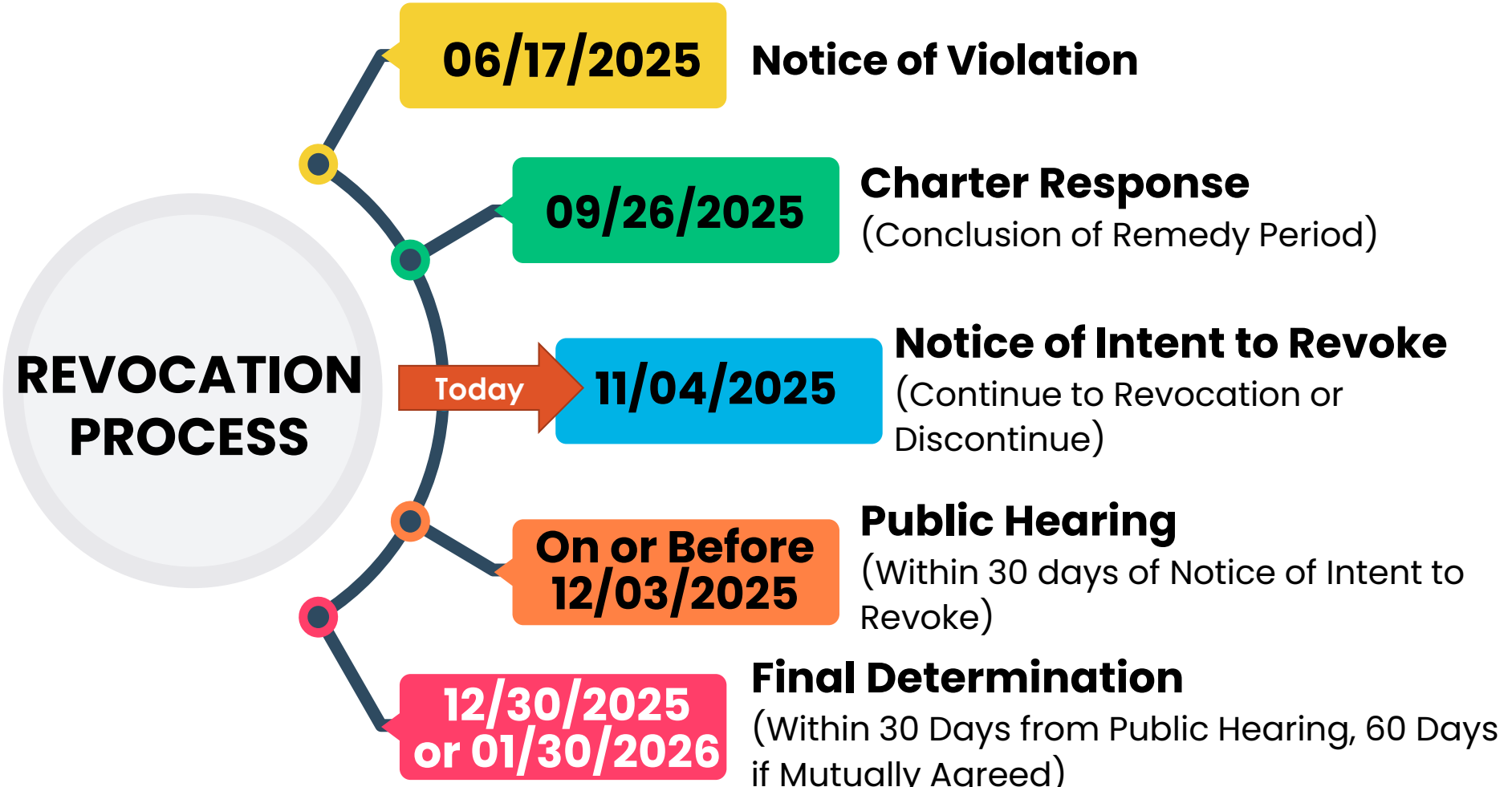
TwinRivers UNIFIED SCHOOL DISTRICT

November 4, 2025

CICA Background

- **Initial Petition Approved:** 2019
- **Petition was Automatically Extended:** Three (3) Additional Years by Operation of Law
- **Petition Expiration Date:** June 30, 2027

CICA is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS"), a California nonprofit public benefit corporation, and its Board of Directors.


REVOCATION PROCESS
06/17/2025
Notice of Violation
09/26/2025
Charter Response
(Conclusion of Remedy Period)
Today
11/04/2025
Notice of Intent to Revoke
(Continue to Revocation or Discontinue)
On or Before 12/03/2025
Public Hearing
(Within 30 days of Notice of Intent to Revoke)
12/30/2025 or 01/30/2026
Final Determination
(Within 30 Days from Public Hearing, 60 Days if Mutually Agreed)

NOTICE OF VIOLATION

REVIEW PROCESS

1. The NOV team was identified. (TRUSD Subject-Area Experts)
2. The NOV review team received training on the investigation process(with support from Legal Counsel).
3. The NOV review team conducted a thorough, objective, and data-driven review.
4. Recommendations were reviewed with Executive Cabinet and TRUSD legal counsel to ensure they were legally grounded.
5. This presentation provides the final staff recommendations based on the investigations.

Charter School's Responsibilities

After Receiving the Notice of Violation, the charter school's governing body, if it chooses to respond, shall take the following actions:

1. Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation; and
2. Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation.

Response Evaluation and Board Action Options

The District shall evaluate the charter school's response to the Notice of Violation and any supporting evidence, if submitted, and the Board shall take one of the following actions:

1. Continue with the revocation process by issuing a Notice of Intent to Revoke to the charter school if the District has substantial evidence that the charter school has failed to refute to the District's satisfaction, or remedy a violation identified in the Notice of Violation; or
2. Discontinue the revocation process and provide timely written notice of such action to the charter school.



Staff Findings

VIOLATIONS OF THE CHARTER

Grade Levels Not Aligned with the Petition

CICA RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• Acknowledges responsibility • Submitted a Material Revision request (10/10) • Committed to aligning grades with petition	• Tardiness in responding to the Material Revision requirement • Unable to assert the item is remedied until the Material Revision is reviewed by TRUSD Board of Trustees • Exhibits were not accessible to District until 09/29/25	Pending Material Revision Review	No

VIOLATIONS OF THE CHARTER

Locations Not Approved by the District

CICA RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• Acknowledges responsibility • Submitted Material Revision request (10/10) • Committed to aligning with TRUSD approved sites	• Tardiness in responding to the Material Revision requirement • Unable to assert the item is remedied until the Material Revision is reviewed by TRUSD Board of Trustees • If the Material Revision is not approved, TRUSD would require further actions.	Ongoing or Systemic Non- Compliance	Unable to Determine at this Time

VIOLATIONS OF LAW

2023-24 Independent Audit Report

CICA RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• Delay due to external factors • Plan to hold vendor accountable • More timely submission in future • Have consistently provided auditor's with timely response to requests	• HCCS provided a draft of the reports on 10/10/25 • Although HCCTS has taken action to resolve the issue, this item remains open until the final audit report is received.	Ongoing or Systemic Non- Compliance	Unable to Determine at this Time

VIOLATIONS OF LAW

Failure to Track and Meet Instructional Minutes

HCCS RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• CICA ensures instructional time requirements are met • Pacing guides offer guidance to teachers with general recommendations rather than prescriptions. • Actual time value-earned depends on the certified teacher's judgement	• Pacing guides are unclear. • Unclear how time values are determined • Unclear as to how the assignments are scored and what method of evaluation was used to show if students are meeting learning objectives. • Multiple concerns with agreements remain. (Not provided in student's language, agreements not clear, etc.)	Ongoing or Systemic Non-Compliance	Unable to Determine at this Time

VIOLATIONS OF LAW
Credential Misassignments

CICA RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• Acknowledges responsibility • Significant Staffing layoffs • Commitment to credential compliance	• The monthly assignment monitoring data provides evidence that HCCTS has changed staffing practices and reformed to comply with the law moving forward. • HCCTS staff have become more knowledgeable about credentialing options to ensure compliance. • HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing.	**No**	**No**

VIOLATIONS OF LAW CONTINUED

Exclusive Partnership Agreement

CICA RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• Acknowledges violation of the WIOA Exclusive Partnership Agreement • Ceased enrollment of non-students • Suspended the CTE Truck Driving Program • Committed to compliance	• Lack of evidence that proves the partnerships with outside entities were terminated. • The CTE Instructor's statements were inconsistent with HCCS's response.	Ongoing or Systemic Non- Compliance	Unable to Determine at this Time

FISCAL MISMANAGEMENT

San Diego Location

CICA RESPONSE	TRUSD REVIEW	STAFF FINDING	NEW VIOLATIONS
• Acknowledges responsibility • Site was used for employee working remotely • Vacated the property • Engaged realtor • Implemented stronger financial controls	• The property has not been sublet. • The lease remains in place with expenses ongoing. • The past moneys spent on the expensive property, which was not directly used for HCCTS students has not been addressed or addressed or remedied.	Ongoing or Systemic Non-Compliance	No

Recommended Board Action

Staff recommends the Board of Trustees approve Issuance of a Notice of Intent to Revoke the Charter of California Innovative Career Academy of the Highlands Community Charter and Technical Schools.

Next Steps

TRUSD Board Vote
11/04/2025

Yes
Issue "Notice of Intent to Revoke"

By 12/02/25
Public Hearing

***By 12/30/25**
TRUSD Board Final Determination Vote

**Or 01/30/26 (if Mutually Agreed Upon)*

No
Do Not Issue "Notice of Intent to Revoke"

Revocation Process Ceases:
TRUSD will monitor all areas of concern through annul oversight activities.



Thank You

Special and Virtual School Board Meeting
12/02/2025 - 05:30 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
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G. 2. PUBLIC HEARING for the Material Revision of the California Innovative Career Academy's Charter of Highlands Community Charter and Technical Schools

Quick Summary / Abstract

The Board of Trustees will hold a Public Hearing regarding the request to materially revise the California Innovative Career Academy (CICA) Charter School's charter. (Material Revision Request) [Ed. Code Section 47605(b)]. On October 10, 2025, Jonathan Raymond, Executive Director, Highlands Community Charter and Technical Schools (HCCTS), submitted a Material Revision Request proposing changes related to site locations, grade levels, academics, programs, financials, and the governance structure. These changes are defined as "material" by the school's Memorandum of Understanding (MOU) and California Education Code 47607.

The Board will take comments from the public regarding CICA's Material Revision Request. Following the Public Hearing, representatives from CICA will provide a presentation on behalf of the Material Revision Request. District staff, with the assistance of legal counsel, are in the process of reviewing and analyzing the Material Revision Request. District staff will bring recommendations to the Board of Trustees at the January 13, 2026, regularly scheduled meeting of the Board. The Superintendent recommends a Public Hearing for the Material Revision of the California Innovative Career Academy's Charter of Highlands Community Charter and Technical Schools. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Rationale

The Board of Trustees will hold a Public Hearing regarding the request to materially revise the California Innovative Career Academy (CICA) Charter School's charter. (Material Revision Request) [Ed. Code Section 47605(b)]. On October 10, 2025, Jonathan Raymond, Executive Director, Highlands Community Charter and Technical Schools (HCCTS), submitted a Material Revision Request proposing changes related to site locations, grade levels, academics, programs, financials, and the governance structure. These changes are defined as "material" by the school's Memorandum of Understanding (MOU) and California Education Code 47607.

The Board will take comments from the public regarding CICA's Material Revision Request. Following the Public Hearing, representatives from CICA will provide a presentation on behalf of the Material Revision Request. District staff, with the assistance of legal counsel, are in the process of reviewing and analyzing the Material Revision Request. District staff will bring recommendations to the Board of Trustees at the January 13, 2026, regularly scheduled meeting of the Board. The Superintendent recommends a Public Hearing for the Material Revision of the California Innovative Career Academy's Charter of Highlands Community Charter and Technical Schools. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Supporting Documents

Special and Virtual School Board Meeting
12/02/2025 - 05:30 PM
Twin Rivers Unified School District
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CICA Material Revision Presentation

CICA Material Revision 2025 Redline Version

Created on 10/1/2025 at 3:11 PM PT by Sharilyn Warta
Last Modified on 12/1/2025 at 11:28 AM PT by Yasmina Flores

Special and Virtual School Board Meeting
12/02/2025 - 05:30 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

G. 4. PUBLIC HEARING - Revocation of the California Innovative Career Academy Charter Operated by Highlands Community Charter and Technical Schools

Quick Summary / Abstract

On June 17, 2025, the District's Board of Trustees unanimously approved the issuance of a Notice of Violation to California Innovative Career Academy Charter School (CICA), operated by Highlands Community Charter and Technical Schools (HCCTS). On June 18, 2025, the District delivered the Notice of Violation to HCCTS specifying a reasonable remedy period of up to and including September 26, 2025, for CICA to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation. At the conclusion of the remedy period, on September 26, 2025, CICA provided a partial response, which excluded the exhibits and the complete Material Revision Request. The response exhibits were provided to the District on September 29, 2025, and the Material Revision Request was submitted on October 10, 2025. However, as outlined in the Notice of Intent to Revoke, District staff determined that the Charter School failed to refute and/or remedy all the violations set forth in the Notice of Violation to the District's satisfaction.

Based on the findings and recommendation of District staff, on November 4, 2025, the District's Board of Trustees unanimously approved the issuance of a Notice of Intent to Revoke CICA's charter, pursuant to Education Code section 47607 and Title 5, section 11968.5.2 of the California Code of Regulations.

In accordance with Education Code 47607(h), a Public Hearing will be held on the issue of whether substantial evidence exists to revoke CICA's Charter. As part of the Public Hearing, CICA will be given the opportunity to present to the Board, and public comments will be heard from anyone who wishes to comment on the matter.

The Board of Trustees will not take action regarding the revocation of CICA's Charter at this meeting. The District Board will make a Final Decision to revoke or decline to revoke CICA's Charter at a special Board meeting on January 27, 2026. The Superintendent recommends that the Board hold a Public Hearing regarding revocation of the California Innovative Career Academy's Charter, operated by Highlands Community Charter and Technical Schools. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net (916)566-1600 ext. 31203.

Rationale

On June 17, 2025, the District's Board of Trustees unanimously approved the issuance of a Notice of Violation to California Innovative Career Academy Charter School (CICA), operated by Highlands Community Charter and Technical Schools (HCCTS). On June 18, 2025, the District delivered the Notice of Violation to HCCTS specifying a reasonable remedy period of up to and including September 26, 2025, for CICA to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation. At the conclusion of the remedy period, on September 26, 2025, CICA provided a partial response, which excluded the exhibits and the complete Material Revision Request. The response exhibits were provided to the District on

September 29, 2025, and the Material Revision Request was submitted on October 10, 2025. However, as outlined in the Notice of Intent to Revoke, District staff determined that the Charter School failed to refute and/or remedy all the violations set forth in the Notice of Violation to the District's satisfaction.

Based on the findings and recommendation of District staff, on November 4, 2025, the District's Board of Trustees unanimously approved the issuance of a Notice of Intent to Revoke CICA's charter, pursuant to Education Code section 47607 and Title 5, section 11968.5.2 of the California Code of Regulations.
In accordance with Education Code 47607(h), a Public Hearing will be held on the issue of whether substantial evidence exists to revoke CICA's Charter. As part of the Public Hearing, CICA will be given the opportunity to present to the Board, and public comments will be heard from anyone who wishes to comment on the matter.
The Board of Trustees will not take action regarding the revocation of CICA's Charter at this meeting. The District Board will make a Final Decision to revoke or decline to revoke CICA's Charter at a special Board meeting on January 27, 2026. The Superintendent recommends that the Board hold a Public Hearing regarding revocation of the California Innovative Career Academy's Charter, operated by Highlands Community Charter and Technical Schools. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net (916)566-1600 ext. 31203.

Supporting Documents

- CICA NOV Intent to Revoke.Presentation
- CICA Notice of Violation Response .docx
- LTR.CICA Notice of Violation
- Ltr.Notice of Intent to Revoke.CICA

Created on 11/18/2025 at 7:52 AM PT by Sharilyn Warta
Last Modified on 11/21/2025 at 2:02 PM PT by Lala Perez

Special and Virtual School Board Meeting
01/27/2026 - 05:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
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I. 1. PRESENT AND APPROVE Issuance of a Final Decision Declining to Revoke the Charter of California Innovative Career Academy of Highlands Community Charter and Technical Schools.

Quick Summary / Abstract

On June 17, 2025, the District's Board of Trustees unanimously voted to issue a Notice of Violation to California Innovative Career Academy Charter School (CICA), operated by Highlands Community Charter and Technical Schools (HCCTS). On June 18, 2025, the District delivered the Notice of Violation to HCCTS specifying a reasonable remedy period of up to September 26, 2025, for CICA to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation. At the conclusion of the remedy period, on September 26, 2025, CICA provided a partial response. The response with exhibits were provided to the District on September 29, 2025.

Based upon the substantial evidence at that time demonstrating CICA's failure to refute and/or remedy multiple violations identified in the Notice of Violation, District staff recommended that the Board approve issuance of the Notice of Intent to Revoke to CICA pursuant to Education Code section 47607 and Title 5, section 11968.5.2 of the California Code of Regulations, and the Board approved issuance of the Notice of Intent to Revoke at its meeting on November 4, 2025.

On December 2, 2025, the Board of Trustees held a public hearing in compliance with Education Code section 47607(h), on the issue of whether substantial evidence exists to revoke CICA's Charter.

A Final Decision whether to revoke or decline to revoke CICA's Charter must be issued within sixty (60) days of holding the public hearing, as that deadline was extended by mutual agreement of the District and Charter School. Therefore, the last day to issue the Final Decision regarding CICA's revocation is January 31, 2026. If the Board does not act to issue a Final Decision by this deadline, the revocation process is terminated and the Notice of Intent to Revoke is void.

The Superintendent recommends to approve the Issuance of a Final Decision Declining to Revoke the Charter of California Innovative Career Academy of Highlands Community Charter and Technical Schools. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Rationale

The Final Decision whether to revoke the Charter of CICA is limited to a determination of whether substantial evidence supports a finding(s) that the Charter School has failed to refute or remedy the violations identified in the Notice of Violation to the District's satisfaction. Consistent with Education Code section 47607, a chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.

Based upon District Staff's analysis of the documented measures taken by HCCTS to refute and/or

remedy the violations identified in the Notice of Revocation, District Staff have determined that all the violations identified in the Notice of Revocation have been refuted or remedied to the District's satisfaction. As a result, District Staff recommends that the Board terminate the revocation process by approving issuance of a Final Decision declining to revoke the CICA Charter, and the District will continue to implement a heightened level of oversight over CICA and closely monitor its progress and compliance.

The Superintendent recommends to approve the Issuance of a Final Decision Declining to Revoke the Charter of California Innovative Career Academy of Highlands Community Charter and Technical Schools. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Supporting Documents

- TRUSD NOV Staff Findings Presentation.CICA
- CICA NOV Presentation by HCCTS
- HCCTS Evidence Submission Tracking.NIR
- Notice of Intent to Revoke_November_5_2025.CICA
- CICA Reply to Notice of Violation_September_26_2025
- Notice of Violation_June_12_2025.CICA

Created on 1/22/2026 at 7:22 AM PT by Sharilyn Warta
Last Modified on 1/27/2026 at 11:32 AM PT by Yasmina Flores



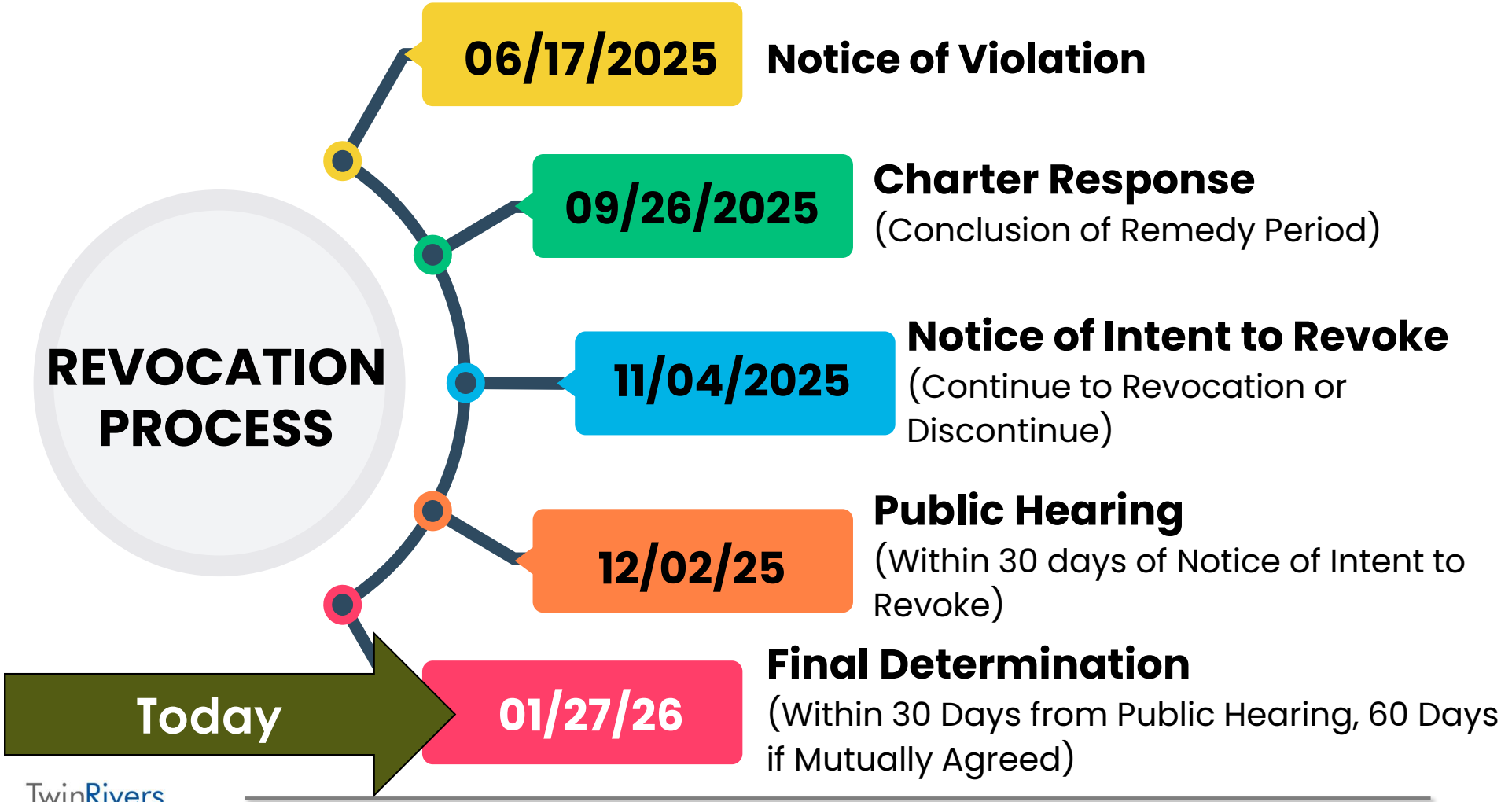
Charter Revocation Staff Findings & Recommendations: California Innovative Career Academy

Presented by:

Ryan DiGiulio, Chief Business Official, Twin Rivers Unified School District
William Schuetz, Attorney at Law, Dannis Woliver Kelley

TwinRivers UNIFIED SCHOOL DISTRICT

January 27, 2026


REVOCATION PROCESS
06/17/2025
Notice of Violation
09/26/2025
Charter Response
(Conclusion of Remedy Period)
11/04/2025
Notice of Intent to Revoke
(Continue to Revocation or Discontinue)
12/02/25
Public Hearing
(Within 30 days of Notice of Intent to Revoke)
Today
01/27/26
Final Determination
(Within 30 Days from Public Hearing, 60 Days if Mutually Agreed)

District Charter Oversight Responsibilities

Per Ed. Code section 47604.32, the District, as the charter school authorizer, has the following charter oversight responsibilities:

- Identify staff member as a contact person;
- Visit each charter school at least annually;
- Ensure that each charter school under its authority complies with all reports required of charter schools by law, including the annual update to the LCAP;
- Monitor fiscal condition of each charter school under its authority;
- Monitor and determine whether any Conditions for Revocation exist

Final Decision Whether to Revoke

No later than 30-days after the Public Hearing

- Unless the District and the Charter School agree to extend the issuance of the decision by an additional 30-days (01/31/26 Deadline).
- If the Board does not act to issue a Final Decision by this deadline the revocations process is terminated and the Notice of Intent to Revoke is void.

Board must make a final decision regarding revocation

- Revoke

or

- Decline to Revoke

Grounds for Revocation

A charter may be revoked by the chartering authority if the chartering authority finds, through a showing of substantial evidence, that the charter school did any of the following:

Violations of the Charter	Pupil Outcomes	Accounting Principles or Fiscal Mismanagement	Violation of Law
Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.	Failed to meet or pursue any of the pupil outcomes identified in the charter.	Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement.	Violation of any law.

Ed Code, § 47607(f)

FINAL REVIEW PROCESS

1. **10/01-01/09:** HCCTS submitted a substantial amount of evidence showing compliance and providing confirmation that the organization has begun to take steps to remedy violations.
2. **01/05 – 01/14:** The TRUSD Revocation review team conducted a thorough, objective, and data-driven review.
3. **01/14-01/20:** The team's recommendations were reviewed by Executive Cabinet and TRUSD legal counsel to ensure they were legally grounded.
4. This presentation provides the final staff recommendations.

Key Evaluation Metrics



Refuted

The charter school has provided persuasive and sufficient evidence showing that the violation did not exist.



Remedied

The charter school has remedied the violation to the District's satisfaction. The District will continue to closely monitor this area for 1- 3 years to ensure continued compliance.



Ongoing or Systemic Non-Compliance

The Charter school has not refuted or remedied the violation and there are indicators of ongoing or systemic non-compliance.



Staff Findings

Staff Findings: Violations of the Charter

Grade Levels Not Approved

CICA's petition differs from HCCS' petition regarding grade levels.

The CICA petition says the school may serve students in grade 9-12 and 8th grade and below.

With this evidence, CICA has refuted the violation

Locations Not Approved

HCCTS Board has been taking action to terminate or buy-out leases.

CICA is moving to locations that are approved by the District and will not add any new locations without prior approval by the District through the Material Revision process.

HCCTS has adopted or revised multiple Board Policies, including BP 7150.5 "*School Site Opening and Closure Policy*"

Staff Findings: Violations of Law

Failure to Submit Audit Report	Credential Misassignment	Failure to Track & Meet Instructional Minutes	Violation of Exclusive Partnership Agreement
On 01/02/2026 HCCTS submitted the 2024 Annual Independent Audit report. HCCTS has committed to submitting future reports in a timely manner. HCCTS is pursuing a different audit firm to ensure this issue is not perpetuated.	TRUSD has verified evidence that HCCTS has changed staffing practices. HCCTS staff have become more knowledgeable about credentialing compliance. HCCTS' subsequent actions show a credible shift towards compliance.	CICA has taken corrective actions to improve attendance policies and procedures as evidenced by the student calendar, staff trainings, student engagement logs, and class rosters. Serious efforts to improve practices related to student attendance enforcement and engagement have been made. Collaborating with Charter Impact to support with attendance monitoring and reporting.	HCCTS submitted evidence that the external partnerships have been terminated. Non-WIOA students were dis-enrolled. HCCTS has terminated the CTE Truck Driving program. Staff who were assigned to the Truck Driving program have been re-assigned or are no longer with the organization.

Staff Findings: Fiscal Mismanagement



San Diego Location

Lease Termination/Buy-Out on 11/18/25

Adopted or Revised Policies to Address Root Issues of Fiscal Mismanagement:

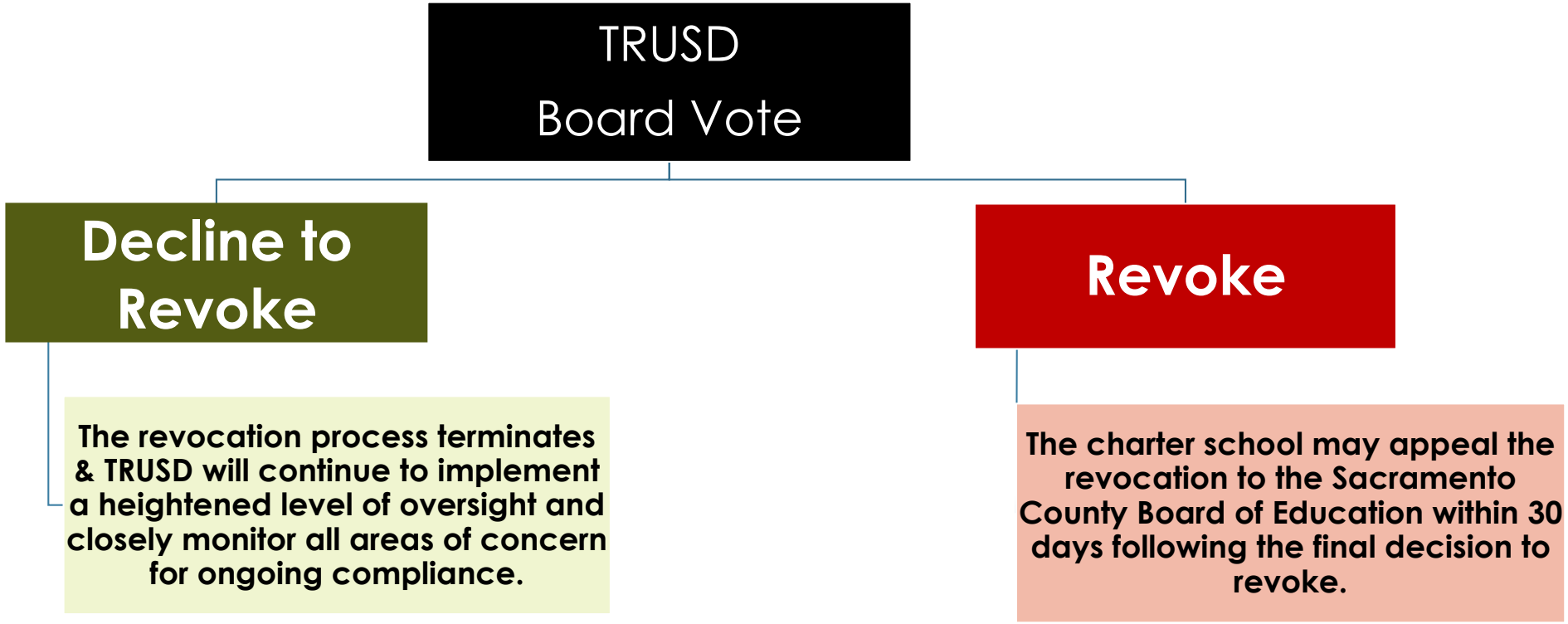
- BP 3410 RE. Allowability of Costs
- BP 3110 RE. Debt Management
- BP 3310: Purchasing and Vendor Selection
- BP 7150.5: School Site Opening and Closure Policy

Updated the Fiscal Policies and Procedures Manual

Staff Determination

District Staff has determined that all the violations identified in the Notice of Revocation have been refuted or remedied to the District's satisfaction.

Next Steps


TRUSD
Board Vote
Decline to Revoke
Revoke
The revocation process terminates & TRUSD will continue to implement a heightened level of oversight and closely monitor all areas of concern for ongoing compliance.
The charter school may appeal the revocation to the Sacramento County Board of Education within 30 days following the final decision to revoke.

Recommended Board Action

- The Final Decision whether to revoke the Charter is limited to a determination of whether substantial evidence supports a finding(s) that the Charter School has failed to refute or remedy the violations identified in the Notice of Violation to the District's satisfaction.
- Since District Staff have determined that all the violations identified in the Notice of Revocation have been refuted or remedied to the District's satisfaction, **Staff recommends that the Board of Trustees approve issuance of a Final Decision declining to revoke the Charter**.



Thank You

Special and Virtual School Board Meeting
01/30/2026 - 12:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

B. 1. ADOPT Resolution No. 1612 Approving Issuance of a Final Decision to Revoke the Charter of California Innovative Career Academy

Quick Summary / Abstract

On June 17, 2025, the District's Board of Trustees unanimously voted to issue a Notice of Violation to California Innovative Career Academy Charter School (CICA), operated by Highlands Community Charter and Technical Schools (HCCTS). On June 18, 2025, the District delivered the Notice of Violation to HCCTS specifying a reasonable remedy period of up to September 26, 2025, for CICA to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation. At the conclusion of the remedy period, on September 26, 2025, CICA provided a partial response. The response with exhibits were provided to the District on September 29, 2025.

Based upon the substantial evidence at that time demonstrating CICA's failure to refute and/or remedy multiple violations identified in the Notice of Violation, District staff recommended that the Board approve issuance of the Notice of Intent to Revoke to CICA pursuant to Education Code section 47607 and Title 5, section 11968.5.2 of the California Code of Regulations, and the Board approved issuance of the Notice of Intent to Revoke at its meeting on November 4, 2025.

On December 2, 2025, the Board of Trustees held a public hearing in compliance with Education Code section 47607(h), on the issue of whether substantial evidence exists to revoke CICA's Charter.

During a special Board meeting on January 27, 2026, District Staff presented their analysis of the measures taken by HCCTS to refute and/or remedy the violations identified in the Notice of Revocation. While the Board thoughtfully considered Staff's analysis and recommendation regarding revocation, it ultimately did not accept Staff's recommendation and no action was effectively taken regarding CICA's revocation.

A Final Decision to revoke CICA's Charter must be issued within sixty (60) days of holding the public hearing, as that deadline was extended by mutual agreement of the District and Charter School. Therefore, the last day to issue the Final Decision regarding CICA's revocation is January 31, 2026. If the Board does not act to issue a Final Decision by this deadline, the revocation process is terminated and the Notice of Intent to Revoke is void.

The Superintendent recommends that the Board adopt Resolution No. 1612 approving a final decision to revoke the Charter of California Innovative Career Academy. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Rationale

The Final Decision whether to revoke the Charter of CICA is limited to a determination of whether substantial evidence supports a finding(s) that the Charter School has failed to refute or remedy the

violations identified in the Notice of Violation to the District's satisfaction. Consistent with Education Code section 47607, a chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.

The Final Decision whether to revoke the Charter of CICA is limited to a determination of whether substantial evidence supports a finding(s) that the Charter School has failed to refute or remedy the violations identified in the Notice of Violation to the District's satisfaction. Consistent with Education Code section 47607, a chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.

The Superintendent recommends that the Board adopt Resolution No. 1612 Approving a final decision to revoke the Charter of California Innovative Career Academy. Contact person: Ryan DiGiulio, Chief Business Official, ryan.digiulio@trusd.net, (916)566-1600 ext. 31203.

Supporting Documents

- Resolution No. 1612_Final Decision to Revoke CICA Charter
- 11.05.2025 CICA Notice of Inent to Revoke
- 9.26.2025 CICA Notice of Violation Response
- 06.12.2025 CICA Notice of Violation

Created on 1/28/2026 at 5:37 PM PT by Yasmina Flores
Last Modified on 1/29/2026 at 9:24 AM PT by Yasmina Flores

June 17, 2025

Twin Rivers Board Meeting Recording

(Flashdrive: "BM CICA")

November 4, 2025

Twin Rivers Board Meeting Recording

(Flashdrive: "BM CICA")

December 2, 2025

Twin Rivers Board Meeting Recording

(Flashdrive: "BM CICA")

January 27, 2026

Twin Rivers Board Meeting Recording

(Flashdrive: "BM CICA")

January 30, 2026

Twin Rivers Board Meeting Recording

(Flashdrive: "BM CICA")

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:10:59 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 033 - 9880 Jackson Rd.pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:03 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:27 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590
>
> TwinRivers UNIFIED SCHOOL DISTRICT

--



Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
Bethany Slavic Missionary Church

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of October, 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Bethany Slavic Missionary Church (hereinafter "Bethany Slavic Missionary Church") (HIGHLANDS and Bethany Slavic Missionary Church being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, Bethany Slavic Missionary Church is the owner of a certain real property located at 9880 Jackson Road, Sacramento, CA 95827 (the "Site" or "Premises");

WHEREAS, Bethany Slavic Missionary Church is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and Bethany Slavic Missionary Church desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of Bethany Slavic Missionary Church'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Bethany Slavic Missionary Church hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 460 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

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A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, if at all, by written notice (**"Option Notice")** delivered by HIGHLANDS to Bethany Slavic Missionary Church not less than three (3) months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Bethany Slavic Missionary Church'S shared use of the Site, if any. Bethany Slavic Missionary Church'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to Bethany Slavic Missionary Church. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and Bethany Slavic Missionary Church equipment thereon, shall revert to Bethany Slavic Missionary Church.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Bethany Slavic Missionary Church with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Bethany Slavic Missionary Church, if available. Bethany Slavic Missionary Church agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with Bethany Slavic Missionary Church further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

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F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and Bethany Slavic Missionary Church agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) Bethany Slavic Missionary Church shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

2. Facilities Use.

Bethany Slavic Missionary Church agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.60 per square foot ($736.00 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 460 square feet.

HIGHLANDS agrees to reimburse the cost of janitorial at $400.00 a month. Janitorial services include but are not limited to vacuuming each classroom daily, cleaning bathrooms daily, taking out trash daily, and other services as needed.

Highlands agrees to reimburse the cost of security at $300.00 a month.

Highlands agrees to pay a security deposit of $1,500.00 (refundable) at the execution of the contract.

3. Maintenance and Operations.

A. Bethany Slavic Missionary Church Obligations. Bethany Slavic Missionary Church shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. Bethany Slavic Missionary Church'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

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B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Bethany Slavic Missionary Church to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Bethany Slavic Missionary Church directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Bethany Slavic Missionary Church'S property. Bethany Slavic Missionary Church reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65);

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and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Bethany Slavic Missionary Church and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Bethany Slavic Missionary Church or HIGHLANDS to any liability therefor. In addition, Bethany Slavic Missionary Church may condition its consent to any Reportable Use upon receiving such additional assurances as Bethany Slavic Missionary Church reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform Bethany Slavic Missionary Church. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to

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by Bethany Slavic Missionary Church, HIGHLANDS shall immediately give written notice of such fact to Bethany Slavic Missionary Church, and provide Bethany Slavic Missionary Church with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold Bethany Slavic Missionary Church and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. Bethany Slavic Missionary Church Indemnification. Bethany Slavic Missionary Church shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of Bethany Slavic Missionary Church. No termination, cancellation or release agreement entered into by Bethany Slavic Missionary

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Church and HIGHLANDS shall release Bethany Slavic Missionary Church from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify Bethany Slavic Missionary Church and Bethany Slavic Missionary Church shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to October 1, 2024, then HIGHLANDS may terminate this Lease upon written notice to Bethany Slavic Missionary Church if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Bethany Slavic Missionary Church'S prior written consent. Bethany Slavic Missionary Church approval of any improvements, including the work schedule, work hours, and modifications, shall be at Bethany Slavic Missionary Church'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Bethany Slavic Missionary Church'S construction requirements. The construction or installation of

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improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Bethany Slavic Missionary Church or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and Bethany Slavic Missionary Church may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Bethany Slavic Missionary Church requires the cessation of work, Bethany Slavic Missionary Church and HIGHLANDS will immediately meet to address Bethany Slavic Missionary Church'S concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. Bethany Slavic Missionary Church shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all

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licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Bethany Slavic Missionary Church and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Bethany Slavic Missionary Church reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Bethany Slavic Missionary Church, and shall remain in procession of Bethany Slavic Missionary Church at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Bethany Slavic Missionary Church in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. Bethany Slavic Missionary Church and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

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B. Waiver of Subrogation. Without affecting any other rights or remedies, Bethany Slavic Missionary Church and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Bethany Slavic Missionary Church or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

Bethany Slavic Missionary Church'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Bethany Slavic Missionary Church shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Bethany Slavic Missionary Church's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Bethany Slavic Missionary Church, in or about the site; Bethany Slavic Missionary Church's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Bethany Slavic Missionary Church, HIGHLANDS, shall indemnify, hold harmless, and defend Bethany Slavic Missionary Church, its trustees, officers, employees and agents against any and all claims, demands,

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actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Bethany Slavic Missionary Church, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Bethany Slavic Missionary Church from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Bethany Slavic Missionary Church and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises. No religious symbols are allowed to be in the classrooms.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of Bethany Slavic Missionary Church. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of Bethany Slavic Missionary Church.

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15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit Bethany Slavic Missionary Church, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Bethany Slavic Missionary Church to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. Bethany Slavic Missionary Church shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and Bethany Slavic Missionary Church shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to Bethany Slavic Missionary Church, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards

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HIGHLAND'S rent payable under this Lease. Bethany Slavic Missionary Church shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Bethany Slavic Missionary Church located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

Bethany Slavic Missionary Church: Bethany Slavic Missionary Church
9880 Jackson Road
Sacramento, CA 95827

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

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22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/25/2024

Bill McGuire, Executive Director
Highlands Community Charter School

By: _____ Date: 10/23/2024

Bethany Church Administration

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EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of Room B2 on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.

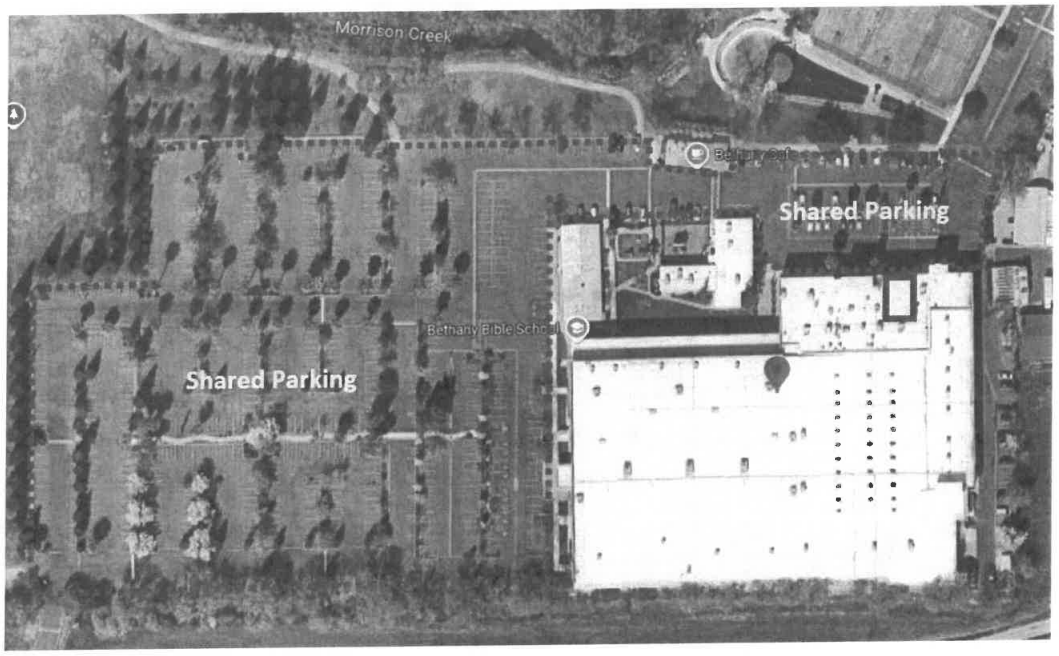

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EXHIBIT B

Parking Diagram; Access Rules; Schedule

Monday through Friday 07:30 AM to 09:00 PM.

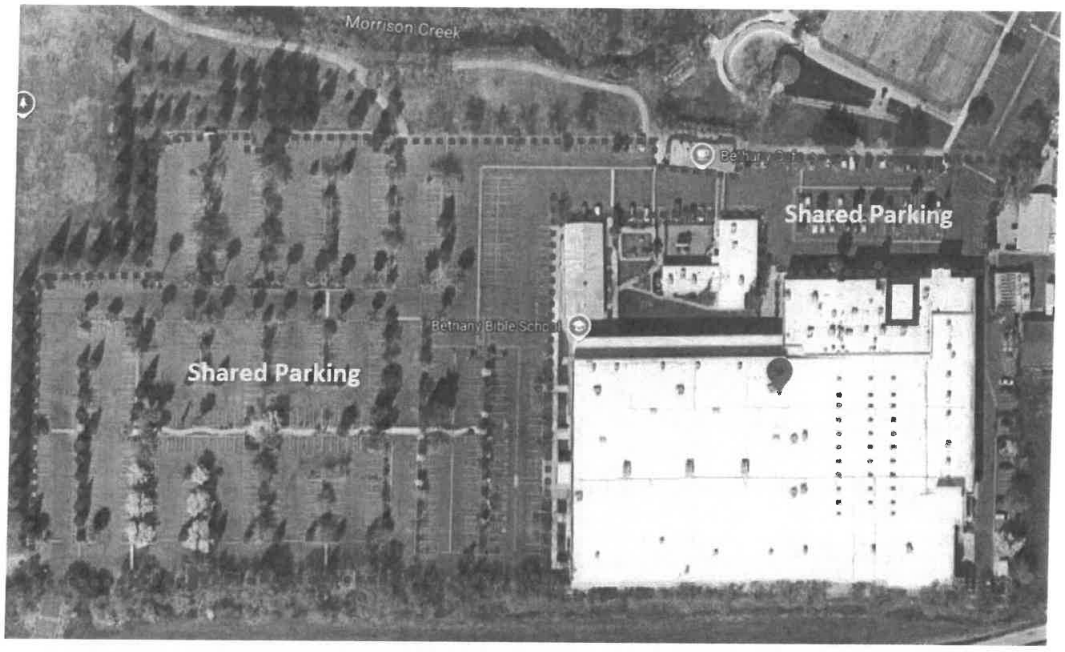

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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Bethany Slavic Missionary Church'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. Bethany Slavic Missionary Church shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and Bethany Slavic Missionary Church shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
BETHANY SLAVIC MISSIONARY CHURCH

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of February, 2018 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Bethany Slavic Missionary Church, a non-profit community based organization organized and existing under the laws of the State of California (hereinafter "BETHANY").

I. RECITALS

WHEREAS, BETHANY is the owner of a certain real property and its main facilities are located at 9880 Jackson Road, Sacramento, CA 95827.

WHEREAS, HIGHLANDS and BETHANY desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of BETHANY's site during the 2017-18 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and BETHANY hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and BETHANY agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS.

2. Use of the Site.

BETHANY hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the site for the sole purpose of operating an English

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Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the site shall comply with all BETHANY policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

Office space

A. Term. HIGHLANDS' use of the site shall be for the 2017-18 school years commencing on February 1, 2018 and terminating on June 30, 2018. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with BETHANY's shared use of the site, if any. BETHANY's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

C. Reversion to BETHANY. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and BETHANY's equipment thereon, shall revert to BETHANY.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide BETHANY with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from BETHANY, if available. Upon completion of equipment conducted by BETHANY, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

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F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and BETHANY agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) BETHANY shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

BETHANY agrees to provide space to HIGHLANDS as described in section 2 at no charge until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2018.

4. Instruction.

All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

5. Maintenance and Operations.

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of BETHANY; BETHANY will provide its own janitorial service and/or janitorial staff to clean classroom and restroom space at 9880 Jackson Road, Sacramento, CA 95827.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires BETHANY to perform emergency or major maintenance and repairs, HIGHLANDS shall notify BETHANY directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to BETHANY property. BETHANY reserves the right to implement a process for submission of maintenance /repair requests.

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6. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without BETHANY' prior written consent. BETHANY approval of any improvements, including the work schedule, work hours, and modifications, shall be at Saint reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with BETHANY's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. BETHANY or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and BETHANY may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event BETHANY requires the cessation of work, BETHANY and HIGHLANDS will immediately meet to address BETHANY concerns. No construction or installation will resume until BETHANY's concerns are adequately addressed.

7. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than February 1, 2017.

8. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

9. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so

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long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. BETHANY shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of BETHANY and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, BETHANY reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by BETHANY, and shall remain in procession of BETHANY at all times.

11. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to BETHANY in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

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12. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. BETHANY's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

13. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, BETHANY, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the BETHANY's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by BETHANY, in or about the site; BETHANY's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of BETHANY, HIGHLANDS, shall indemnify, hold harmless, and defend BETHANY, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against BETHANY, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, BETHANY from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done,

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permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend BETHANY and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

14. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

15. Marketing.

HIGHLANDS and BETHANY will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and BETHANY.

16. Access to Inspection.

HIGHLANDS shall permit BETHANY, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit BETHANY to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting BETHANY' oversight obligations. BETHANY shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

18. Taxes.

BETHANY shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of BETHANY located at the site or used by HIGHLANDS.

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19. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

BETHANY: Adam Bondaruk
Bethany Slavic Missionary Church
9880 Jackson Road
Sacramento, CA 95827.
Attention: Senior Pastor

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written,

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between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

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29. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution.

In the event of any dispute between HIGHLANDS and BETHANY regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the BETHANY' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

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IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 2/27/18

Murdock Smith, Executive Director
Highlands Community Charter School

By: Adam Bondaruk Date: 02.13.18

Adam Bondaruk
Bethany Slavic Missionary Church

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:11:35 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 026 - 730 S Street.pdf 027 - 1120 Fulton Ave #F.pdf 028 - 4545 College Oak Dr.pdf

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Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

CONFIDENTIALITY NOTICE: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender by reply e-mail or telephone at (916) 646-1400 and delete the transmission. Thank you.

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:02 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:24 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590

–

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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–

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
SACRAMENTO AREA LEAGUE OF ASSOCIATED MUSLIMS

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of September, 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and SALAM (hereinafter "SALAM") (HIGHLANDS and SALAM being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, SALAM is the owner of a certain real property located at 4541 College Oak Drive, Sacramento, CA 95841 (the "Site" or "Premises");

WHEREAS, SALAM is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and SALAM desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of SALAM'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and SALAM hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 17,143 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on September 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, if at all, by written notice (**"Option Notice")** delivered by HIGHLANDS to SALAM not less than three (3)

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months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with SALAM'S shared use of the Site, if any. SALAM'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to SALAM. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and SALAM equipment thereon, shall revert to SALAM.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide SALAM with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from SALAM, if available. SALAM agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with SALAM further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and SALAM agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) SALAM shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

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2. Facilities Use.

SALAM agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.44 per square foot ($24,685.92 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 17,143 square feet.

HIGHLANDS agrees to reimburse the cost of janitorial at $7,317.00 a month. Janitorial services include but are not limited to vacuuming each classroom daily, cleaning bathrooms daily, taking out trash daily, and other services as needed.

Highlands agrees to pay $350.00 per month for playground use.

3. Maintenance and Operations.

A. SALAM Obligations. SALAM shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. SALAM'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires SALAM to perform emergency or major maintenance and repairs, HIGHLANDS shall notify SALAM directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to SALAM'S property. SALAM reserves the right to implement a process for submission of maintenance /repair requests.

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4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of SALAM and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the

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installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose SALAM or HIGHLANDS to any liability therefor. In addition, SALAM may condition its consent to any Reportable Use upon receiving such additional assurances as SALAM reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform SALAM. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by SALAM, HIGHLANDS shall immediately give written notice of such fact to SALAM, and provide SALAM with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the

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Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold SALAM and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. SALAM Indemnification. SALAM shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to September 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of SALAM. No termination, cancellation or release agreement entered into by SALAM and HIGHLANDS shall release SALAM from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify SALAM and SALAM shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to September 1, 2024, then HIGHLANDS may terminate this Lease upon written notice to SALAM if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

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b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without SALAM'S prior written consent. SALAM approval of any improvements, including the work schedule, work hours, and modifications, shall be at SALAM'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with SALAM'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. SALAM or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and SALAM may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event SALAM requires the cessation of work, SALAM and HIGHLANDS will immediately meet to address SALAM'S concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than September 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

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8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. SALAM shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of SALAM and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, SALAM reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by SALAM, and shall remain in procession of SALAM at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to SALAM in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to

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the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. SALAM and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, SALAM and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against SALAM or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

SALAM'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, SALAM shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the SALAM's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by SALAM, in or about the site; SALAM's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of

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any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of SALAM, HIGHLANDS, shall indemnify, hold harmless, and defend SALAM, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against SALAM, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, SALAM from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend SALAM and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the

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property of SALAM. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of SALAM.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit SALAM, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit SALAM to enter upon the site for the purpose of inspecting site, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. SALAM shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and SALAM shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an

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annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to SALAM, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. SALAM shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of SALAM located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

SALAM: Omar MoheyEldin, Board Chairperson
Sacramento Area League of Associated Muslims
4545 College Oak Drive
Sacramento, CA 95841

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

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22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/24/2024

Bill McGuire, Executive Director
Highlands Community Charter School

By: _____ Date: 9/27/2024

Omar MoheyEldin, Board Chairperson
Sacramento Area League of Associated Muslims

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EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of Suite A and B on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.



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EXHIBIT B

Parking Diagram; Access Rules; Schedule

Monday through Friday 07:30 AM to 09:00 PM.



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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. SALAM'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. SALAM shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and SALAM shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
SACRAMENTO AREA LEAGUE OF ASSOCIATED MUSLIMS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Sacramento Area League of Associated Muslims, a non-profit community based organization organized and existing under the laws of the State of California (hereinafter "SALAM").

I. RECITALS

WHEREAS, SALAM is the owner of a certain real property and its main facilities are located at 4541 College Oak Drive, Sacramento, CA 95841.

WHEREAS, HIGHLANDS and SALAM desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS use of SALAM Sites during the 2023-24 school year (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and SALAM hereby agrees as follows:

1. General Information.
   A. Both HIGHLANDS and SALAM agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and SALAM while attending classes at SALAM.

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2. Use of the Site.

SALAM hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Sites for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all SALAM policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the Site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS's use of the Site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. This MOU may be renewed by written agreement of the Parties.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with SALAM shared use of the Site, if any. SALAM shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to SALAM. Upon the expiration of this MOU by its terms, the right to use and to occupy the Site and its facilities, and SALAM equipment thereon, shall revert to SALAM.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide SALAM with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from SALAM, if available. Upon completion of equipment conducted by SALAM, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the Site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

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F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and SALAM agree to conduct an inspection of the Site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the sited is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) SALAM shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

SALAM agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.40 per square foot. For the purposes of this provision the Facilities are deemed to constitute 17,143 square feet. Total monthly rent payment based on $1.40 square foot market rate shall be $24,000.

HIGHLANDS agrees to pay $350 a month for playground and $7,317 a month for janitorial services. Janitorial services include but are not limited to vacuuming each classroom daily, cleaning bathrooms daily, taking out trash daily, and other services as needed.

HIGHLANDS will reimburse the cost of a community liaison at $6,000 a month.

4. Financial/Recordkeeping Obligations.

HIGHLANDS agrees to pay the monthly rent for the amounts stated in 3. *Facilities Use* above within ten (10) days from the beginning of each month.

5. Instruction.

All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS' staff 10 school days prior to the 1st day of classes at the Site. Any and all staff teaching HIGLANDS students must meet with HIGHLANDS' Credentialing Specialist prior to classroom instruction to ensure proper credentialing is in place.

6. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of SALAM; SALAM will provide its own janitorial service and/or janitorial staff to clean classroom and restroom space.

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A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires SALAM to perform emergency or major maintenance and repairs, HIGHLANDS shall notify SALAM directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to SALAM property. SALAM reserves the right to implement a process for submission of maintenance /repair requests.

7. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the Site or otherwise alter the Site without SALAM' prior written consent. SALAM approval of any improvements, including the work schedule, work hours, and modifications, shall be at Saint reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with SALAM construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. SALAM or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and SALAM may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the Site at risk of physical danger or compromise. In the event SALAM requires the cessation of work, SALAM and HIGHLANDS will immediately meet to address SALAM concerns. No construction or installation will resume until SALAM' concerns are adequately addressed.

8. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

9. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided

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at the Site. HIGHLANDS recognizes that the Security Systems currently provided at the Site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

10. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the Site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. SALAM shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the Site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Site, to the satisfaction of SALAM and any governmental agencies having jurisdiction over the Site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, SALAM reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

11. Title to Property.

The Parties acknowledge that title to the Site and all improvements are held by SALAM, and shall remain in procession of SALAM at all times.

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12. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the Site and any and all improvements located thereon and deliver up to SALAM in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the Site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the Site.

13. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. SALAM insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

14. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, SALAM, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, HIGHLANDS from, or in connection with, the SALAM' use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by SALAM, in or about the Site; SALAM' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors,

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omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of SALAM, HIGHLANDS, shall indemnify, hold harmless, and defend SALAM, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against SALAM, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, SALAM from, or in connection with, the HIGHLANDS' use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the Site; HIGHLANDS' obligation to defend SALAM and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

15. Placement of Signs.

HIGHLANDS may display banners and/or signs at the Site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

16. Marketing.

HIGHLANDS and SALAM will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and SALAM.

17. Access to Inspection.

HIGHLANDS shall permit SALAM, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit SALAM to enter upon the Site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the Site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting SALAM'

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oversight obligations. SALAM shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

18. Termination.

This MOU may be terminated without further liability by either party upon prior written notice for the following:

A. By HIGHLANDS for any reason, or for no reason, by giving thirty (30) days' notice of its intention to terminate to SALAM.

B. By HIGHLANDS, upon mutual agreement between HIGHLANDS and SALAM, if the Site is so damaged, destroyed or otherwise impaired as to hinder HIGHLANDS' effective use of the premises for a charter school at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the HIGHLANDS' effective use of the premises for a charter school, SALAM will make a good faith effort to provide other SALAM facilities to HIGHLANDS, if available, but shall have no obligations to provide substitute facilities to HIGHLANDS.

C. By SALAM for a material failure by HIGHLANDS to observe or perform any of the provisions of this MOU where such failure shall continue for a period of thirty (30) days after notice thereof from SALAM to HIGHLANDS; provided, however, that if the nature of the HIGHLANDS' default is such that more than thirty (30) days are reasonably required for its cure, then HIGHLANDS shall not be deemed to be in default if HIGHLANDS commences such cure within said thirty (30) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

D. By SALAM in the event HIGHLANDS files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations. "Ceasing operations" shall be defined as voluntary surrender or revocation of HIGHLANDS.

19. Taxes.

SALAM shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of SALAM located at the Site or used by HIGHLANDS.

20. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail,

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registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

SALAM: Dr. Metwalli Amer
Sacramento Area League of Associated Muslims
4545 College Oak Drive
Sacramento, CA 95841

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

21. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

22. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

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24. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

25. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

29. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

30. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

31. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

32. Dispute Resolution.

In the event of any dispute between HIGHLANDS and SALAM regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the SALAM' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 10.12.2023

Murdock Smith, Executive Director
Highlands Community Charter School

By: Metwalli Amer Date: 10/12/2023

Dr. Metwalli Amer
Sacramento Area League of Associated Muslims

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FOURTH AMENDMENT TO LEASE AGREEMENT

THIS Fourth Amendment to Lease Agreement, is made this 30th day of June 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Our Lady of Guadalupe Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Our Lady of Guadalupe Parish property located at 730 S Street, Sacramento, California 95811, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 1, 2018, Landlord and Tenant entered into that certain First Amendment to Lease Agreement; and

WHEREAS, on or about June 1, 2019, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement; and

WHEREAS, on or about October 1, 2020, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement; and

WHEREAS, Tenant has now requested to extend the term of the Lease and Landlord is amenable to such request;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective July 1, 2023, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term, wherein the shall be replaced in its entirety with following:

"The term of this Lease shall be for eleven years, commencing on July 1, 2017 and ending on June 30, 2028. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

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B. Paragraph 3.1 Base Rent, wherein the following shall be added to the end of said paragraph:

"For the period July 1, 2023 through June 30, 2024, Tenant shall pay to Landlord Base Rent of Two-Thousand, One-Hundred Dollars ($2,100.00) per month.

For the period July 1, 2024 through June 30, 2025, Tenant shall pay to Landlord Base Rent of Two -Thousand, Two-Hundred, and Five Dollars ($2,205.00) per month.

For the period July 1, 2025 through June 30, 2026, Tenant shall pay to Landlord Base Rent of Two -Thousand, Three-Hundred, and Fifteen Dollars ($2,315.00) per month.

For the period July 1, 2026 through June 30, 2027, Tenant shall pay to Landlord Base Rent of Two-Thousand, Four-Hundred, and Thirty-One Dollars ($2,431.00) per month.

For the period July 1, 2027 through June 30, 2028, Tenant shall pay to Landlord Base Rent of Two-Thousand, Five-Hundred, and Fifty-Three Dollars ($2,553.00) per month.

C. Paragraph 25 Janitorial, shall be replaced in its entirety with the following:

"Landlord shall be responsible for janitorial services to the Premises and Tenant shall reimburse Landlord for janitorial services in the amount of Six-Hundred and Ninety-Six Dollars ($696) per month."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Fourth Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Our Lady of Guadalupe Parish-Sacramento, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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Pastor of Our Lady of Guadalupe Parish-
Sacramento, a Corporation sole

By: Rev. Juan Francisco Bracamontes,
Pastor/Incumbent

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THIRD AMENDMENT TO LEASE AGREEMENT

THIS Third Amendment to Lease Agreement, is made this 1st day of October 2020, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Our Lady of Guadalupe Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Our Lady of Guadalupe Parish property located at 730 S Street, Sacramento, California 95811, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 1, 2018, Landlord and Tenant entered into that certain First Amendment to Lease Agreement; and

WHEREAS, on or about June 1, 2019, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement; and

WHEREAS, Tenant has now requested to extend the term of the Lease but reduce the number of rooms subject to this Lease, and Landlord is amenable to such changes;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective October 1, 2020, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 1.0 Description of Premises, shall be replaced in its entirety with following:

> "Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises that consist of the two (2) classrooms and one office located on the second floor of the Holy Angels Building; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 730 S Street, Sacramento, California 95811 (herein, the "Premises"). All other facilities at the Our Lady of Guadalupe Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease."

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B. Paragraph 2.0 Term, shall be replaced in its entirety with following:

"The term of this Lease shall be for six years, commencing on July 1, 2017 and ending on June 30, 2023. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

C. Paragraph 3.1 Base Rent, shall be replaced in its entirety with following:

"For the period July 1, 2017 through August 31, 2018, Tenant shall pay to Landlord during the term of this Lease Base Rent of Three Thousand Dollars ($3,000.00) per month.

For the period September 1, 2018 through August 31, 2021, Tenant shall pay to Landlord during the term of this Lease Base Rent of Four Thousand, Seven Hundred and Fifty Dollars ($4,750.00) per month."

For the period September 1, 2021 through June 30, 2023, Tenant shall pay to Landlord during the term of this Lease Base Rent of Two-Thousand Dollars ($2,000.00) per month."

D. Paragraph 25 Janitorial, shall be replaced in its entirety with following:

"Landlord shall be responsible for janitorial services to the Premises and Tenant shall reimburse Landlord for janitorial services in the amount of Six-Hundred Dollars ($600) per month."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Third Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Our Lady of Guadalupe Parish-Sacramento, a corp. sole

Christopher Frazer

By: Rev. Christopher R. Frazer
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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Pastor of Our Lady of Guadalupe Parish-
Sacramento, a Corporation sole

By: Rev. Juan Francisco Bracamontes,
Pastor/Incumbent

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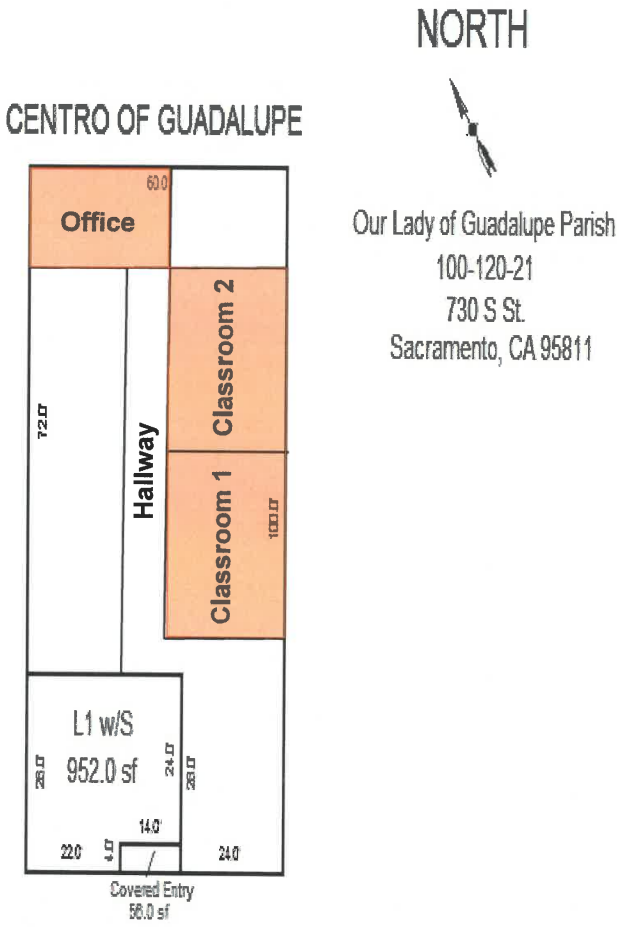
First Amended Exhibit A



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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
OUR LADY OF GUADALUPE PARISH

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2017 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Pastor of Our Lady of Guadalupe Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Date August 1, 2011 (hereinafter "OLOG").

I. RECITALS

WHEREAS, OLOG is the owner of a certain real property and its main facilities are located at 711 T Street, Sacramento, CA 95811.

WHEREAS, HIGHLANDS and OLOG desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of OLOG's site during the 2017-18 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and OLOG hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and OLOG agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS.

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2. Use of the Site.

OLOG hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the site shall comply with all OLOG policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

Office space

A. Term. HIGHLANDS' use of the site shall be for the 2017-18 school years commencing on July 1, 2017 and terminating on June 30, 2018. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with OLOG's shared use of the site, if any. OLOG's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

C. Reversion to OLOG. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and OLOG's equipment thereon, shall revert to OLOG.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide OLOG with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from OLOG, if available. Upon completion of equipment conducted by OLOG, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with

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HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and OLOG agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) OLOG shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

OLOG agrees to provide space to HIGHLANDS as described in section 2 at a charge of $750 per month per classroom until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2018.

4. Financial/Recordkeeping Obligations.

HIGHLANDS will provide the cost of security and janitorial services. Monthly security services are not to exceed $2,280 and monthly janitorial services are not to exceed $2,000.

OLOG shall prepare a monthly invoice for the classroom use, janitorial and security services. This invoice shall be paid within 30 days of receipt and approval of invoice.

5. Instruction.

All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

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6. Maintenance and Operations.

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of OLOG.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires OLOG to perform emergency or major maintenance and repairs, HIGHLANDS shall notify OLOG directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to OLOG property. OLOG reserves the right to implement a process for submission of maintenance /repair requests.

7. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without OLOG' prior written consent. OLOG approval of any improvements, including the work schedule, work hours, and modifications, shall be at reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with OLOG's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. OLOG or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and OLOG may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event OLOG requires the cessation of work, OLOG and HIGHLANDS will immediately meet to address OLOG concerns. No construction or installation will resume until OLOG's concerns are adequately addressed.

8. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2017.

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9. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

10. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. OLOG shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of OLOG and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, OLOG reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

11. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by OLOG, and shall remain in procession of OLOG at all times.

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12. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to OLOG in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

13. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. OLOG's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

14. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, OLOG, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the OLOG's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by OLOG, in or about the site; OLOG's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of OLOG, HIGHLANDS, shall indemnify, hold harmless, and defend OLOG, its trustees, officers, employees and agents against any and all claims, demands, actions, causes

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of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against OLOG, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, OLOG from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend OLOG and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

15. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

16. Marketing.

HIGHLANDS and OLOG will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and OLOG.

17. Access to Inspection.

HIGHLANDS shall permit OLOG, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit OLOG to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting OLOG' oversight obligations. OLOG shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

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18. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

19. Taxes.

OLOG shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of OLOG located at the site or used by HIGHLANDS.

20. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

OLOG: Pastor Francisco Hernandez
Our Lady of Guadalupe Parish
1909 7th Street
Sacramento, CA 95691

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

21. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under

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this MOU (including that of sublease) on any third party, without the written consent of the other Party.

22. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

24. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

25. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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28. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

29. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

30. Recitals and Exhibits.

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31. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

32. Dispute Resolution.

In the event of any dispute between HIGHLANDS and OLOG regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the OLOG' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

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IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 7/1/17

Murdock Smith, Executive Director
Highlands Community Charter School

By: P. Francisco J. Hernández Date: 7/01/17

Pastor Francisco Hernandez
Our Lady of Guadalupe Parish

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kinecta
banking done different

Tenant Estoppel Certificate

To Kinecta Federal Credit Union, a Federal Credit Union, its successors and/or assigns (the "Lender"). The undersigned hereby certifies that as of the date of signature below:

Tenant Name and DBA:	Highland Community Charter School		
Landlord Name:	Azarnia LLC		
Site Address:	1120 Fulton Avenue	**Unit #**	F
City	Sacramento	**State & Zip**	CA 95825
Lease Date:	1-7-20	**Lease Start date:**	2-1-20
Lease Modification Date:	N/A Lease is M/M (no written agreement)	**Lease End Date:**	2-28-22
Security Deposit:	$ 1,860.00	**Unit Square Feet:**	1,200
Current Base Rent:	$ 1,934.40 **Per Month**	**Paid Through:**	March 2025
Property Taxes (if applicable):	$ inc below **Per Month**	**Paid Through:**	
Property Insurance (if applicable):	$ inc below **Per Month**	**Paid Through:**	
Operating, maint, repairs (if applicable):	$ 552.00 **Per Month**	**Paid Through:**	March 2025

Tenant has accepted possession of and is currently open for business. No one other than Landlord, Tenant and Tenant's employees occupies or has any right to occupy any part of the Leased Premises. Tenant's obligation to pay all rents and other payments required under the Lease have been satisfied. Tenant agrees that no such rents or other payments will in the future be paid, more than one (1) month in advance of their due date. Tenant is not entitled to any concession, rebate, allowance or free rent for any period after the date of this Tenant Estoppel Certificate.

The Lease is in full force and effect and is the only agreement between Landlord and Tenant relating in any way to the Leased Premises. The "Lease Ends" date shown above is the earliest date that the Lease expires or may be terminated, subject to any renewal or cancellation rights specified in the Lease. The undersigned does not have any option or right to renew or cancel the Lease and does not have the option to lease additional space except as specified in the Lease. The interest of the undersigned in the Lease has not been assigned or encumbered.

There is no existing default or claimed default by either Landlord or Tenant under the Lease. No event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default by either Landlord or Tenant under the Lease. Tenant has no existing defenses or offsets against Landlord's enforcement of the Lease.

Since the date of the Lease, there has been no material adverse change in the financial condition of Tenant. There are no actions, voluntary or otherwise, pending against Tenant or any of its general partners and/or principals under any bankruptcy, receivership, insolvency or similar laws of the United States or any state thereof.

To the best of Tenant's knowledge, its use, maintenance and operation of the Leased Premises complies with, and will at all times comply with, all applicable federal, state, county or local statutes, laws, rules and regulations of any governmental authorities relating to environmental, health or safety matters. Tenant does not and will not engage in any activity which would involve the use of the Leased Premises for the storage, generation, use, treatment, transportation or disposal of any chemical, material or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the other tenants and occupants of Landlord's property.

The agreements contained herein shall be binding and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of Lender and Tenant. The undersigned Tenant acknowledges that Lender will rely on this Estoppel Certificate in making a loan to Landlord.

Signature: Matthew Lemos Date: 4/8/25

Print Name: Matthew Lemos Title: CBO

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Amendment #1 to Lease

This Amendment to lease, made and entered into this 1st day of April, by and between AZARNIA, LLC, herein called "landlord", Highlands Community Charter School, herein called "tenant" operating a Charter School and other related services at Fulton Faire (1120 Fulton Avenue Suite F Sacramento CA 95825)

Recitals.

The parties hereto are parties to a lease dated, January 7th 2020, covering a certain premises in the City of Sacramento, county of Sacramento, State of California, located at 1120 Fulton Avenue Suite F more particularly described in said lease.

The parties wish to amend certain provisions of said lease as set forth: Now, therefore it is mutually agreed:

Effective Date.

The lease term is hereby extended for a period of three (3) years, commencing April 1st 2025 and expiring on March 31st 2028.

Base Rent. The base rent for the extended term shall be as follows.

April 1st 2025 - March 31st 2026 - $1,934.40 per month + NNN + HVAC Maintenance
April 1st 2026 - March 31st 2027 - $1,992.72 per month + NNN + HVAC Maintenance
April 1st 2027 - March 31st 2028 - $2,052.50 per month + NNN + HVAC Maintenance

*NNN and HVAC Maintenance costs are subject to annual review and may increase.

Entire Agreement. This addendum sets forth entire agreement between the parties with respect to the matters set forth herein. The provisions of this Addendum shall constitute agreements only to those items specifically referenced herein and shall not replace, alter, or void any other terms of the Lease not specifically addressed in this Addendum.

In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall prevail.

Severance. If any provisions of this Addendum or the Lease shall be deemed to be illegal or unenforceable, such determination shall not affect any other provision of the

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Lease or this Addendum, and all such other provisions shall remain in full force and effect.

Successors and Assigns. If at any time Tenant transfers or assigns Tenants rights, title, and/or interest in and to the Lease or the Premises, the Termination right provided for herein shall be null and void.

Personal to Tenant. The terms provided for herein shall be personal to Tenant. Tenant acknowledges and agrees that the terms of this Addendum are special, valuable, and unique to this Addendum, and hereby agrees not to reveal or make available the terms of this Addendum to any individual or entity without the prior written consent of the Landlord.

Ratification. Except as set forth above, all other terms and conditions of the Lease and all Addendum thereto, are ratified, affirmed, and shall remain in full force and effect.

Counterparts. This Addendum may be executed in several counterparts each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument. Except as herein amended, said Lease shall remain in full force and effect.

Signage Changes. Tenant has requested and proposed additional and changed signage. This is tentatively approved by the owner so long as the tenant does not use a banner sign, pays for all expenses regarding the signage, and removes all signage when their tenancy is complete. This approval is contingent on the acceptance of the terms on this amendment. Owner recommends lighting up the signage so it can be seen at night as well.

In witness whereof, the parties hereto have duly executed this agreement on the dates as follows:

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LANDLORD:
AZARNIA, LLC, a California limited Liability company

By: Shahriar Azarfar
Name: Shahriar Azarfar

Date: 4/8/2025 | 2:18 PM PDT

By: Ali Tahamtanzadeh
Name: Ali Tahamtanzadeh

Date: 4/8/2025 | 2:20 PM PDT

TENANT:
Highlands Community Charter

By: Matthew Lemos
Name: Matthew Lemos

Date: 4/7/2025 | 9:25 AM PDT

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GQNorth

10018 Fair Oaks Blvd.
Fair Oaks, CA 95628

PHONE – 916.538.9442
FAX – 916.880.5566

May 13th, 2022

Highlands Community Charter School
1100 Fulton Ave Suite F
Sacramento, CA 95825

Re: Holdover

Dear Highlands Community Charter School,

In accordance with your lease, paragraph 20, your rent for the month of June 2022 shall be at a rate of $1,860.00 * 4% = $1,934.40 plus CAMs $552.00 + HVAC Maintenance $14.55.

Your lease expired February 28th, 2022, and I have reached out multiple times without a response.

Base Rent $1,860.00 x 4% = $1,934.40
+ NNN $552.00
+ HVAC Maintenance $14.55
$2,500.55 Due for June 2022

Please contact me if you have any questions.

Thank You,

Suzette Sneath

SVP - GQNorth Property Management
suzette@gqnorth.com
916-538-9442 x 705

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FUNDAMENTAL LEASE PROVISIONS

Landlord:	Azarnia, LLC
Tenant:	Highlands Community Charter School
Date:	January 7, 2020
Tenant Trade Name:	To Be Determined
Floor Area:	Suite F approximately ±1,200 SF. The square footage of the subject space shall be subject to final measurement. (Article 2)
Lease Term:	Two (2) Years and One (1) Month (Article 5)
Commencement Date:	February 1, 2020
Rental Commencement Date:	March 1, 2020
Minimum Rent:	$1.50 psf/mo, plus Triple Net (NNN)
Rent Schedule:	3% Increases to Base Rent as follows: Month(s) — Rate/Month/NNN 01 — $0.00, rent and NNN's abated 02 – 13 — $1,800.00, per month, NNN 14 – 25 — $1,860.00, per month, NNN
Utilities:	Upon the date of mutual lease execution, Tenant shall be responsible for payment of all separately metered utilities.
Option Term:	One (1) two (2) year option to extend at the then prevailing Fair Market Rental Rate (FMRR).
Condition of Premises:	Landlord shall deliver the space to Tenant with HVAC, electrical, and plumbing in good working order. Landlord shall warrant the HVAC for six (6) months from rent commencement. Landlord to replace carpet throughout the suite, upgrade electrical outlets as needed, and remove the front office (not both).
Tenant Improvements:	Tenant will accept the Premises in an "As-Is" condition. Tenant, at Tenant's sole cost and expense, shall further improve the Premises for use as a "Charter School." Tenant shall engage properly qualified and licensed personnel to complete building improvements, and all improvements shall comply with all laws and building codes.
Landlord TI Allowance:	None
First Month's Rent & NNN:	Due upon lease execution equal to $2,352.00 (NNN's estimated at $0.46/SF)
Security Deposit:	Due upon Lease Execution equal to $1,860.00.
Broker(s):	Landlord's and Tenant's Broker: TRI Commercial Real Estate Services, Inc.
Brokerage Fee:	Landlord shall pay a Brokerage Fee pursuant to the terms of the TRI Commercial Exclusive Authorization Agreement.

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SHOPPING CENTER LEASE

NAME OF CENTER: Fulton Faire Shopping Center (1100 Fulton Avenue, Sacramento, CA)

1. PARTIES.

This Lease, dated this 7th day of January 2020, made by and between Azarnia, LLC, herein called ("Landlord"), and Highlands Community Charter School, herein called ("Tenant").

2. PREMISES.

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space (herein called "Premises"), containing approximately ±1,200 square feet of floor area, known as Suite F. The location and dimensions of said Premises are delineated on Exhibit "A" attached hereto and incorporated by reference herein.

Said Premises are located in the City of Sacramento, County of Sacramento, State of California (95825).

This lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

3. USE.

Tenant shall use the Premises for a Charter School. Tenant shall have the right to use the existing furniture, fixtures, and equipment (FF&E) at their option and at no expense to Tenant during the term of the lease and any extension option thereafter.

4. MINIMUM RENT.

A. Tenant agrees to pay the Minimum Rent during the term for its use and occupancy of the Premises, **as set forth in the attached Fundamental Lease Provisions**. Tenant's obligation to pay minimum rent shall commence on the "Rental Commencement Date:" (see Fundamental Lease Provision) and shall be payable in advance on the first day of each calendar month of the Term without notice, setoff or deduction, in twelve (12) equal monthly installments during each year of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Minimum Rent for the partial month shall be prorated on a daily basis, based on a 30 day month. Tenant shall pay Landlord for the first installment of Minimum Annual Rent when Tenant executes this Lease.

B. **ADJUSTMENT OF MINIMUM MONTHLY RENT. See Minimum Rent Schedule on Page 1**. ~~The amount of Minimum Monthly Rent as set forth in Section 4A above shall be increased by 3% on each anniversary of the first day of the first calendar month of the term of this Lease during the term of this Lease if the United States Department of Labor Statistics Consumer Price Index increases over the base year period Index. The base period Index shall be the Index for the calendar month which is four (4) months prior to the month in which rental commences, thereafter, if the Minimum Monthly Rent is increased, the base period Index shall be the Index of the last Comparison Month resulting in an increase of the Minimum Monthly Rent. The base period Index shall be compared with the Index for the same calendar month for each subsequent year (Comparison Month). If the Index for any Comparison Month is higher than the base period Index, then the Minimum Monthly Rent for the next year shall be increased by the identical percentage commencing with the next rental commencement month. In no event (after the first year) shall the Minimum Monthly Rent be less than in the previous year.~~

~~Should the Bureau discontinue the publication of the Index, or publish the same less frequently, or alter the same in some other manner, then Landlord shall adopt a substitute procedure which reasonably reflects a similar consumer price index.~~

~~Index: The United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, Average, subgroup "All Items" (1982-84=100).~~

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5. TERM:

A. The Term of this Lease shall begin on the Commencement Date and shall continue thereafter for a period of Two (2) Years and One (1) Month following the Commencement Date.

B. ~~Commencement Date:~~

(i) The date Tenant initially opens for business in the Premises;

(ii) Days after substantial completion of Landlord's Work in the Premises (as defined in Exhibit "B" to the Lease), or when Tenant opens for business, whichever occurs first. The date of such substantial completion is the date the Premises are substantially complete to the extent of Landlord's Work, except for such work that Landlord cannot complete until Tenant performs necessary portions of Tenant's Work (as defined in Exhibit "B") or the date Tenant initially opens for business in the Premises. Substantial completion of Landlord's Work shall be evidenced by notice to Tenant from Landlord's architect or designated representative that substantial completion has occurred; or

☒ (iii) Upon delivery of space and completion of Landlord's work.

Tenant shall commence Tenant's Work promptly upon substantial completion of Landlord's Work and shall diligently complete Tenant's Work so that Tenant can promptly open for business in the Premises.

6. SECURITY DEPOSIT.

Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a sum of One Thousand Eight Hundred Sixty and no/100ths ($1,860.00) dollars. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions related to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

7. ADDITIONAL CHARGES

~~A. Percentage Rent.~~

~~1. In addition the Minimum Rent to be paid by Tenant pursuant to Article 4, Tenant shall pay to Landlord at the time and in the manner herein specified, additional rent in an amount equal to percent (%) of the amount of Tenant's gross sales made in, upon or from the Premises during each calendar year of the Lease term, less the aggregate amount of the Minimum Rent previously paid by Tenant for said calendar year.~~

~~2. Within thirty (30) days after the end of each calendar month following commencement of rent, Tenant shall furnish to Landlord a statement in writing, certified by Tenant to be correct, showing the total gross sales made in, upon, or from the Premises during the preceding calendar month, and shall accompany each such statement with a payment to Landlord equal to said hereinabove stated percentage of the total monthly gross sales made in, upon, or from the Premises during each calendar month, less the Minimum Rent for such prior calendar month if previously paid. Said statement and payment shall be made with the succeeding month's regular rental payment. Within thirty (30) days after the end of each calendar year of the term hereof, Tenant shall furnish to Landlord a statement in writing, certified to be correct,~~

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~~showing the total gross sales by month made in, upon, or from the Premises during the preceding calendar year, at which time an adjustment shall be made between Landlord and Tenant to the end that the total percentage rent paid for each such calendar year shall be a sum equal to said hereinabove stated percentage of the total gross sales made in, upon, or from the Premises during each calendar year of the term hereof, less the Minimum Rent pursuant to Article 4 for each such calendar year, if previously paid, so that the percentage rent, although payable monthly shall be computed and adjusted on an annual basis.~~

~~3. The term "gross sales" as used in this Lease shall include the entire gross receipts of every kind and nature from sales and services made in, upon, or from the Premises, whether upon credit or for cash, in every department operating in the Premises, whether operated by the Tenant or by a subtenant or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers and the amount of all sales tax receipts which has to be accounted for by Tenant to any government, or any governmental agency. Sales upon credit shall be deemed cash sales and shall be included in the gross sales for the period which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery.~~

~~4. The Tenant shall keep full, complete and proper books, records and accounts of its daily gross sales, both for cash or credit, of each separate department, subtenant, and concessionaire operated at any time in the Premises. The Landlord and its agents and employees shall have the right at any and all times, during the regular business hours, to examine and inspect all of the books and records of the Tenant, including any sales tax reports pertaining to the business of the Tenant conducted in, upon or from the Premises, for the purpose of investigating and verifying the accuracy of any statement of gross sales. The Landlord may once in any calendar year cause an audit of the business of Tenant to be made by an accountant of Landlord's selection and if the statement of gross sales previously made to Landlord shall be found to be inaccurate, then and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of said percentage rent that should have been paid for the period or periods covered by such inaccurate statement or statements. Tenant shall keep all said records for three (3) years. If said audit shall disclose an inaccuracy in favor of Tenant of greater than a two (2%) percent error with respect to the amount of gross sales reported by Tenant for the period of said report, then the Tenant shall immediately pay to Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by Landlord. If such audit shall disclose any willful or substantial inaccuracies this Lease may thereupon be cancelled and terminated, at the option of the Landlord.~~

B. ADJUSTMENTS

1. In addition to the Minimum Rent provided in Article 4 hereinabove, and commencing at the same time as any rental commences under this Lease, Tenant shall pay to Landlord the following items, herein called Adjustments.

a. All real estate taxes and insurance premiums on the Premises, including land, building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises, including any taxes which may be levied on rents. Said insurance shall include all insurance premiums for fire, extended coverage, liability, and any other insurance that Landlord deems necessary on the Premises. Said taxes and insurance premiums for purpose of this provision shall be reasonably apportioned in accordance with the total floor area of the Premises as it relates to the total floor area of the Shopping Center which is from time to time completed as of the first day of each calendar quarter, (provided, however, that if any tenants in said building or buildings pay taxes directly to any taxing authority or carry their own insurance, as may be provided in their leases, their square footage shall not be deemed a part of the floor area).

b. That percent of the total cost of the following items as Tenant's total floor area bears to the total floor area of the Shopping Center which is from time to time completed as of the first day of each calendar quarter.

c. All real estate taxes including assessments, all insurance costs, and all costs to maintain, repair, and replace common areas, parking lots, sidewalks, driveways, and other areas used in common by the tenants of the Shopping Center.

d. All costs to supervise and administer said common areas, parking lots,

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sidewalks, driveways, and other areas used in common by the tenants or occupants of the Shopping Center. Said costs shall include such fees as may be paid to a third party in connection with same and shall in any event include a fee to Landlord to supervise and administer same in an amount equal to ten (10%) percent of the total costs of (c) above.

e. Any parking charges, utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the premises or the parking facilities serving the premises.

2. Upon commencement of rental Landlord shall submit to Tenant a statement of the anticipated monthly Adjustments for the period between such commencement and the following January and Tenant shall pay these Adjustments on a monthly basis concurrently with the payment of the Rent. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By March 1 of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Shopping Center for the prior calendar year the Tenant's allocable share thereof, prorated from the commencement of rental. In the event the total of the monthly payments which Tenant has made for the prior calendar year be less than the Tenant's actual share of such Adjustments then Tenant shall pay the difference in a lump sum within ten (10) days after receipt of such statement from Landlord and shall concurrently pay the difference in monthly payments made in the then calendar year and the amount of monthly payments which are then calculated as monthly Adjustments based on the prior years' experience. Any over-payment by Tenant shall be credited toward the monthly Adjustments next coming due. The actual Adjustments for the prior year shall be used for purposes of calculating the anticipated monthly Adjustments for the then current year with actual determination of such Adjustments after each calendar year as above provided; excepting that in any year in which resurfacing is contemplated, Landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly Adjustments. Even though the term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of said Adjustments for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Adjustments previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. Failure of Landlord to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay sums as herein provided.

8. USES PROHIBITED.

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

9. COMPLIANCE WITH LAW.

Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgement of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

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10. ALTERATIONS AND ADDITIONS.

Tenant shall not make or allow to be made any alterations, additions or improvement to or of the Premises or any part thereof without first obtaining the written consent of Landlord and any alterations, additions or improvement to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall; forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises cause by such removal.

11. REPAIRS.

A. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring and conduits, heating and air conditioning systems (when there is an air conditioning system). Tenant shall obtain a service contract for repairs and maintenance of said system, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

B. Notwithstanding the provisions of Article 11A, hereinabove, Landlord shall repair and maintain the structural portions of the Buildings, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Article 25 hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. **In the event that such repairs prevent Tenant from operating its business, rent shall be abated for the duration of said repair**. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

12. LIENS.

Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1½) times the estimated cost of any improvements, additions, or alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of work.

13. ASSIGNMENT AND SUBLETTING.

Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld.

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A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees, not to exceed FIVE HUNDRED AND NO/100THS ($500.00) DOLLARS, incurred in connection with the processing of documents necessary to giving of such consent.

14. HOLD HARMLESS.

Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted, or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with light, air, or for any latent defect in the Premises.

15. SUBROGATION.

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

16. TENANT'S INSURANCE OBLIGATIONS.

A. Tenant shall, at Tenant's sole cost and expense, commencing at the date Tenant is given access to the Premises for any purpose and during the entire term hereof, procure, pay for and keep in full force and effect:

1. Tenant's Liability Insurance. Comprehensive General Liability Insurance with respect to the Premises and the operations of, on or on behalf of Tenant in, on or about the Premises, including but not limited to; personal injury, product liability (if applicable), blanket contractual, owner's protective, broad form property damage liability coverage, host liquor liability and owned and non-owned automobile liability in an amount not less than ONE MILLION AND NO/100THS ($1,000,000.00) DOLLARS combined single limit. Such policy shall contain: (a) severability of interest; (b) cross liability; and (c) an endorsement stating "such insurance as is afforded by this policy for the benefit of the Landlord shall be primary pertaining to any liability or claims arising out of the occupancy of the Premises by Tenant, or out of Tenant's operations, and any insurance carried by Landlord shall be excess and noncontributory."

2. Tenant's Workers' Compensation Insurance. Workers' Compensation Coverage is required by law, together with employer liability coverage.

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3. Tenants Fire and Extended Coverage Insurance. Insurance against fire, vandalism, malicious mischief and such other additional perils as now are or are hereafter may be included in a standard "All Risk" coverage, insuring all improvements and betterments made to the Premises, Tenant's trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property in an amount not less than one hundred (100%) percent of replacement value. Such insurance shall contain: (a) no coinsurance or contribution clauses; (b) a replacement cost endorsement; and (c) deductible amounts acceptable to Landlord.

4. Policy Requirements. All policies of insurance required to be carried by Tenant pursuant to these requirements shall be written by responsible insurance companies authorized to do business in the State of California. Any such insurance required by Tenant hereunder may be furnished by Tenant under any blanket policy carried by it or under a separate policy of insurance. A true and exact copy of each paid up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to Landlord prior to the date Tenant is given the right to possession of the Premises and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Landlord may, at any time, and from time to time, inspect and/or copy any and all insurance policies required hereunder. In no event shall the limits of any policy be considered as limiting the liability of Tenant under this Lease.

Each policy evidencing insurance required to be carried by Tenant pursuant to these requirements shall contain, in form and substance satisfactory to Landlord: (a) a provision including Landlord and any other parties in interest designated by Landlord as an additional insured; (b) a waiver by Tenant's insurers of any right to subrogation against Landlord, its agents, employees and representatives which arises or might arise by any reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives; and (c) a provision that the insurer will not cancel or materially change the coverage provided by such policy without first giving Landlord thirty (30) days prior written notice.

5. Landlord's Rights. If Tenant fails to procure, maintain and/or pay for at the time and for the duration specified in this Lease, the insurance required hereunder or fails to carry insurance required by any governmental requirements, Landlord may, (but without any obligation to do so) without notice to Tenant, perform such obligations on behalf of Tenant, and the cost thereof together with interest thereon at the rate of three (3) points over the Bank of America Prime Rate at that time, shall immediately become due and payable as additional rent to Landlord.

17. UTILITIES.

Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service, and all other services and utilities supplied to the Premises, together with any taxes thereon. **If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises.**

18. PERSONAL PROPERTY TAXES.

Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

19. RULES AND REGULATIONS.

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

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20. HOLDING OVER.

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereto with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last Monthly Minimum Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month to month tenancy.

21. ENTRY BY LANDLORD.

Landlord reserves, and ~~shall at any and all times have~~ **upon reasonable notice or in cases of emergency**, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

22. TENANT'S DEFAULT.

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

A. The vacating or abandonment of the Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after the due date.

C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Article 22B, above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

D. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition, or reorganization, or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

23. REMEDIES IN DEFAULT.

In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in his sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

A. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to

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Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent and other charges and Adjustments called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the maximum legal rate; or

B. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Adjustments as may become due hereunder; or

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

24. DEFAULT BY LANDLORD.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

25. RECONSTRUCTION.

In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than ten (10%) percent of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten (10%) percent or more of the full replacement cost then Landlord shall have the option; (a) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as hereinabove in this Article provided; or (b) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to the date of said such termination. Notwithstanding anything to the contrary contained in this Article, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last twenty-four (24) months of the term of this Lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

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26. EMINENT DOMAIN.

If more than twenty-five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at is option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than 25% of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Shopping Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this lease.

27. PARKING AND COMMON AREAS.

Landlord covenants that upon completion of the Shopping Center an area approximately equal to the common and parking areas as shown on the attached "Exhibit A" shall be at all times available for the non- exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas, provided, however, that anything to the contrary notwithstanding contained in this Article, said parking area or areas shall at all times be substantially equal or equivalent to that shown on the attached "Exhibit A".

A. Prior to the date of Tenant's opening for business in the Premises, Landlord shall cause said common and parking area or areas to be graded, surfaced, marked and landscaped at no expense to Tenant.

B. The Landlord shall keep said automobile parking and common areas in a neat, clean and orderly condition and shall repair any damage to the facilities thereof, but all expenses in connection with said automobile parking and common areas shall be charged and prorated in the manner as set forth in Article 7 hereof.

C. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub- tenants, shall have the non-exclusive right in common with Landlord and other present and future owners, tenants and their agents, employees, customers, licensees and sub-tenants, to use said common and parking areas during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

D. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following; (1) The restricting of employee parking to a limited, designated area or areas; and (2) The regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

28. SIGNS.

The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive materials shall have first received the written approval of the Landlord as to type, size, color, location, copy nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with a design to be prepared by Tenant and approved in writing by Landlord.

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29. DISPLAYS.

The Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

30. AUCTIONS.

Tenant shall not conduct or permit to be conducted any sale by auction in, upon, or from the Premises whether said auction is voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other insolvency proceeding.

31. HOURS OF BUSINESS.

Subject to the provisions of Article 25 hereof, Tenant shall continuously, during the entire term hereof, conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises are located to be open for business; provided however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts, or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

In the event of breach by the Tenant of any of the conditions contained in this Article, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Minimum Rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the Minimum Rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided; said additional rent shall be deemed to be in lieu of any percentage rent that might have been earned during such period of the Tenant's failure to conduct its business as herein provided.

Tenant's minimum hours of operation shall be Tuesdays through Fridays 4:00 p.m. to 8:30 p.m. and Saturdays 9:00 a.m. to 5:00 p.m.

32. MERCHANTS' ASSOCIATION.

~~If either Landlord or a majority of tenants in the Shopping Center determine at any time that it is in the best interests of the Shopping Center, Tenant will become a member of, participate fully in, and remain in good standing in a non-profit Merchants' Association (the "Association") formed and organized for tenants occupying premises in the Shopping Center, and Tenant will abide by the bylaws, rules and regulations of such Association. Landlord and each member tenant shall have one (1) vote in the operation of the Association. The articles of incorporation and bylaws of the Association shall be approved by a majority vote of the Association members and shall be subject to amendment as provided in by bylaws. The objectives of the Association shall be to encourage its members to deal fairly and courteously with their customers, to encourage ethical business practices, and to assist the business of the tenants by sales promotion and centerwide advertising. Tenant agrees to pay annual dues to the Association in an amount and at the time determined by a vote of the members of the Association from time to time. Default in payment of such dues shall be deemed a default in payment of Rent hereunder.~~

33. GENERAL PROVISIONS.

A. Plats and Riders. Clauses, plats, riders and addenda, if any, affixed to this Lease are a part hereof.

B. Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder

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by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

C. Joint Obligation. If there be more than one (1) Tenant, the obligations hereunder imposed shall be joint and several.

D. Marginal Headings. The marginal headings and article titles to the articles of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

E. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

F. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

G. Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

H. Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

I. Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. **Accordingly, if any installment of rent or any such due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to the maximum amount permitted by law (and in the absence of any governing law, ten (10%) percent of such overdue amount), plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder.** The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

J. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

K. Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

L. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

M. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

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N. Choice of Law. This Lease shall be governed by the laws of the State in which the Premises are located.

O. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

P. Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

Q. Subordination, Attornment. Upon request of the Landlord, Tenant will, in writing, subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease. The provisions of this Article to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

R. Notices. All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address herein below, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, postage prepaid, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

To Landlord at: c/o Sallie Musso, Management Consulting Group
3080 Fair Oaks Blvd.
Sacramento, CA 95864

To Tenant at Store Address at: 1100 Fulton Ave, Suite F
Sacramento, CA 95825

S. Tenant's Statement. Tenant shall at any time and from time to time, upon not less than three (3) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as to modified, is in full force and effect), and the date to which the rental and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed; and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrances of all or any portion of the real property of which the Premises are a part.

T. Authority of Tenant. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

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34. BROKERS.

Tenant and Landlord represent and warrant to each other that the brokers named in the Fundamental Lease Provisions of this Lease are the only agents, brokers, finders or either parties with whom Tenant and Landlord has dealt who are or may be entitled to any commission or fee with respect to this Lease.

[X] Landlord and Tenant hereby acknowledge that TRI Commercial Real Estate Services, Inc. represents Landlord and Tenant, and Landlord and Tenant consent thereto.

35. EXCLUSIVE USE.

So long as Tenant is not in default of the terms and conditions of the Lease, Landlord agrees not to lease space in the portions of the Project owned by Landlord and during the term of the lease, including extensions thereto, to another Tenant whose primary (in excess of twenty-five (25%) of gross sales) business is as a Full Service Nail Salon.

36. ACCESSIBILITY; AMERICANS WITH DISABILITIES ACT.

(a) The Premises: (check one)

X Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for theCASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

___ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

___ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards. In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be incompliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

SEE YOUR ATTORNEY – THIS LEASE IS TO BE GIVEN TO YOUR ATTORNEY FOR REVIEW AND APPROVAL BEFORE YOU SIGN IT. BECAUSE EACH LEASE TRANSACTION IS UNIQUE, AN THE BUSINESS AND LEGAL CONCERNS OF EACH PARTY ARE UNIQUE, TRI COMMERCIAL REAL ESTATE SERVICES INC. CANNOT AND DOES NOT MAKE ANY REPRESENTATION OR RECOMMENDATION CONCERNING THE LEGAL EFFECT, LEGAL SUFFICIENCY, OR TAX CONSEQUENCES OF THIS LEASE. THESE ARE QUESTIONS FOR YOUR ATTORNEY AND FINANCIAL ADVISORS.

IN ANY REAL ESTATE TRANSACTION IT IS RECOMMENDED THAT YOU CONSULT WITH A PROFESSIONAL, SUCH AS A CIVIL ENGINEER, INDUSTRIAL HYGIENIST OR OTHER PERSON WITH EXPERIENCE IN EVALUATING THE CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF ASBESTOS, HAZARDOUS MATERIALS AND UNDERGROUND STORAGE TANKS.

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LANDLORD AND TENANT have signed this Lease on the dates set forth below.

Date: 1/13/2020

Landlord: Azarnia, LLC

By: DocuSigned by: Shahriar Azarfar
Shahriar Azarfar

By: DocuSigned by: Ali Tehrantanzadeh 1/13/2020
Ali Tehrantanzadeh

Date: 1/13/2020

Tenant: Highlands Community Charter School

By: DocuSigned by: Murdock Smith
Murdock Smith, Executive Director

DocuSign Envelope ID: D4B683BA-AB72-4D87-8C1C-751AA81BBEA1

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SHOPPING CENTER LEASE

LANDLORD: **Azarnia, LLC**
TENANT: **Highlands Community Charter School**

NAME OF CENTER/ADDRESS: **Fulton Faire Shopping Center** (1100 Fulton Ave, Sacramento, CA)

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TRI COMMERCIAL

IMPORTANT DISCLOSURES FOR SALE & LEASE TRANSACTIONS

532 Gibson Drive, Suite 200
Sacramento, CA 95678
DRE #00532032

Tel 916.677-8000
Fax 916.677-8199
www.tricommercial.com

IMPORTANT DISCLOSURES FOR SALE & LEASE TRANSACTIONS

As real estate agents, we strive to provide the highest level of professional service. We can offer valuable advice regarding the marketing of properties for sale or lease and the negotiation of successful transactions. There are, however aspects of a real estate transaction that require expertise not within the scope of our education and training. In order to fully protect your interests, we want you to know these important areas where the input of other professionals may be required.

Property Inspections by Buyers & Tenants. Buyers & tenants should have the Property inspected by experts of their choice to ensure that they are fully aware of the condition of the Property and to confirm that the Property is suitable for their intended use. Real estate agents are not qualified to provide advice on matters such as construction, design, engineering, soils, hazardous materials, energy usage or ADA compliance. Buyers & tenants also should determine, together with their legal counsel and other experts, whether any local laws or regulations (including those regarding zoning, permits, etc.) affect the intended use of the Property, as real estate agents are not qualified to evaluate such issues. Information regarding the Property has been obtained from third party sources believed to be reliable, but has not been independently verified by the real estate agents.

Hazardous Materials. Buyers & tenants should conduct appropriate inspections to determine whether any toxic or hazardous materials (e.g., asbestos, PCB transformers, hydrocarbons, mold or lead-based paint) are present on, underneath or adjacent to the Property. Real estate agents have no expertise in the detection or treatment of such materials. Sellers and landlords must disclose any information they may have regarding the presence of hazardous materials on or about the Property.

Americans with Disabilities Act (ADA). The ADA and similar state and local laws may require modifications to the Property in order to make it accessible to persons with disabilities. The parties should consult their respective attorneys and design professionals for information regarding these matters and how best to protect their interests.

Legal & Tax Consequences. Real estate transactions involve a variety of issues with legal and tax ramifications. Leases and purchase & sale agreements contain numerous provisions having potentially serious legal consequences. The parties are encouraged to consult with their own attorneys and financial professionals regarding such matters. Real estate agents are not qualified to provide legal or tax advice.

Wire Fraud Avoidance. Incidents have been reported where hackers intercept emails between buyers, sellers, escrow officers and/or real estate agents and substitute fraudulent wiring instructions. Never wire funds before calling escrow to confirm instructions. Use only a phone number previously provided in a separate communication, not a number included in the same message as wiring instructions. Confirmation and any questions should be communicated by phone, not reply email.

By: DocuSigned by: Murdock Smith E65F74F20BF3462... Date: 1/13/2020

Name Printed: Murdock Smith

By: DocuSigned by: Shone Azarfar 8E1CD2F9A54D469... DocuSigned by: AE0493E7842C4B3... Date: 1/13/2020 1/13/2020

Name Printed: Shone Azarfar
Ali Tahamtanzadeh

CORFAC International

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CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIPS
(As required by the Civil Code)

Subject Property Address: **1100 Fulton Ave, Sacramento, CA**

The following agency relationship(s) is/are hereby confirmed for this transaction:

LISTING AGENT: **TRI Commercial Real Estate Services, Inc.**
(Print Firm Name)

is the agent of (check one): ☐ the Seller/Landlord exclusively; or

☒ both the Buyer/Tenant and Seller/Landlord

SELLING AGENT: _____
(Print Firm Name)

is the agent of (check one): ☐ the Buyer/Tenant exclusively; or

☐ both the Buyer/Tenant and Seller/Landlord

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONFIRMATION.

DocuSigned by:
Seller/Landlord Shone Azarfar Date 1/13/2020
DocuSigned by:
8E1CD2F9A54D469...
Seller/Landlord _____ Date 1/13/2020
DocuSigned by:
AE0493E7842C4B3...
Buyer /Tenant Murdock Smith Date 1/13/2020
E65F74F20BF3462...
Buyer /Tenant _____ Date _____

Real Estate Broker (Listing Firm) **TRI Commercial Real Estate Services, Inc.**

By _____ Date _____
Brenda Miller, Lic #01159058

Real Estate Broker (Selling Firm) _____

By _____ Date _____

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller. To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer. To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant: DocuSigned by: Murdock Smith DocuSigned by: E65F74F20BF3462... Date 1/13/2020

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant: Shone Azarfar 8E1CD2F9A54D469... DocuSigned by: AE0493E7842C4B3... Date 1/13/2020

Agent TRI Commercial Real Estate Services, Inc. DRE Lic. # 00532032 Date 1/13/2020
Real Estate Broker (Firm)

By _____ DRE Lic. # 01159058 Date _____
Brenda Miller- Salesperson or Broker-Associates

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one form signed by Buyer/Tenant and either that same or a different form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller/Landlord may sign here:

_____ Seller/Landlord Date _____ Seller/Landlord Date

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (As Required by Civil Code)

CIVIL CODE SECTIONS 2079.13-2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. **(b)** "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. **(c)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. **(d)** "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. **(f)** "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. **(n)** "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. **(o)** "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: **(a)** The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). **(c)** Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. **(d)** The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this form.

2079.17 **(a)** As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): ☐ the seller exclusively; ☐ or both the buyer and seller.
(Name of Listing Agent)

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): ☐ the seller exclusively; or ☐ the seller exclusively; ☐ or both the buyer and seller.
(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any DREach of a fiduciary duty or a duty of disclosure.

Seller/Landlord initials: BS DS _____ **(PAGE 2 OF 2)** **Buyer/Tenant initials:** DS MS

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:11:19 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 034 - 8180 Industrial Pkwy.pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:04 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:28 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590
>
> TwinRivers UNIFIED SCHOOL DISTRICT

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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AIR CRE contracts

1st AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of October 11, 2022, by and between AFP Investment Partners, LLC, a Delaware Limited Liability Company ("Lessor") and Highlands Community Charter and Technical School, A California Corporation ("Lessee").

WHEREAS, on or about May 17, 2018 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 8180 Industrial Parkway, Sacramento, CA (the "Premises"), and

WHEREAS, Lessor and Lessee ☐ have ☑ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☑ TERM: The Expiration Date is hereby ☐ advanced ☑ extended to September 30, 2028.

☐ AGREED USE: The Agreed Use is hereby modified to: _____.

☑ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows:
10/1/23-9/30/24: $13,560/mo+NNN
10/1/24-9/30/25: $13,968/mo+NNN
10/1/25-9/30/26: $14,385/mo+NNN
10/1/26-9/30/27: $14,817/mo+NNN
10/1/27-9/30/28: $15,261/mo+NNN.

☑ OTHER: 1.NNN. Tenant is responsible for Insurance. Taxes and estimated CAMS (NNN's). Pursuant to Paragraph 4.2 of the Lease. It is understood and agreed that Lessee will pay in addition to Base Rent, an estimate for "NNN's" of $985 per month.

2. Option to Extend: Tenant shall have one (1) Option to Extend the Lease term for 5 years at Fair Market Value

3. See Attached Rent Adjustments Addendum AKA Paragraph 68.

4. Security Deposit: Upon execution of a Lease the Security Deposit shall be increased to $15,261.00 upon signing of this Amendment. $15,261-$9,650 (original security deposit) = $5,611 shall be paid by Tenant.

5. TI by Lessor: The Lessor shall replace the existing 4 ton (south) roof mounted HVAC unit (R-32) with a new code compliant 3 ton unit prior to May 1, 2023. Lessee to provide spec on replacement unit. Landlord agrees to pay 50% of cost and manage installation. The other 50% of cost shall be amortized over 12 years at 8% per annum and added to base rent.

6. All other Terms and Conditions in the Lease dated 5/17/2018 to remain the same and in full force and effect.

This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

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By Lessor:
AFP Investment Partners, LLC, a Delaware Limited Liability Company

By: DocuSigned by: John Kohut 442CEG1696CD434...
Name Printed: John Kohut
Title: Manager
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

By Lessee:
Highlands Community Charter and Technical School, A California Corporation

By: DocuSigned by: doc smith 1F7EE4F4E7A6445...
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
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Address: _____
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RENT ADJUSTMENT(S)
STANDARD LEASE ADDENDUM

Dated: May 17, 2018

By and Between

Lessor: AFP Investment Partners, LLC, a Delaware Limited Liability Company

Lessee: Highlands Community Charter and Technical School, A California Corporation

Property Address: 8180 Industrial Parkway, Sacramento, CA
(street address, city, state, zip)

Paragraph: 68

A. RENT ADJUSTMENTS

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below: (Check Method(s) to be Used and Fill in Appropriately)

☐ **I. Cost of Living Adjustment(s) (COLA)**

a. On (Fill in COLA Dates): _____ the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area): _____, All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly Base Rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): the ☐ first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"): _____. The sum so calculated shall constitute the new monthly Base Rent hereunder, but in no event, shall any such new monthly Base Rent be less than the Base Rent payable for the month immediately preceding the Base Rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

☑ **II. Market Rental Value Adjustment(s) (MRV)**

a. On (Fill in MRV Adjustment Date(s): _____ the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party ☑ appraiser or ☑ broker ("Consultant" - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e., the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but

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not be limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

3) Notwithstanding the foregoing, the new Base Rent shall not be less than the rent payable for the month immediately preceding the rent adjustment, plus three percent (3%).

b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and

2) the first month of each Market Rental Value term shall become the new 'Base Month' for the purpose of calculating any further Adjustments.

3) Base rent shall be increased on the first anniversary of the commencement of the Extension Term and each anniversary thereafter by the greater of (i) MRV; or (ii) three percent (3%).

☐ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:

B. NOTICE

Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER'S FEE

The Brokers shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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ADDENDUM TO
STANDARD INDUSTRIAL/COMMERCIAL
MULTI-TENANT LEASE - NET

This Addendum to Standard Industrial/Commercial Multi-Tenant Lease - Net (this "**Addendum**") is made and entered into as of May ____, 2018 (the "**Effective Date**"), by and between AFP INVESTMENT PARTNERS, LLC, a Delaware limited liability company ("**Lessor**") and HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS, a California corporation ("**Lessee**"), with reference to that certain Standard Industrial/Commercial Multi-Tenant Lease - Net dated of even date herewith, by and between Lessor and Lessee (the "**Lease**").

The promises, covenants, agreements and declarations made and set forth herein are intended to and shall have the same force and effect as if set forth at length in the body of the Lease. To the extent that the provisions of this Addendum are inconsistent with the terms and conditions of the Lease, the terms of this Addendum shall prevail and control for all purposes.

Unless otherwise defined herein, all terms used in this Addendum and defined in the Lease shall have the same meaning as is ascribed to such terms in the Lease. Notwithstanding anything to the contrary contained herein, and notwithstanding that this Addendum may be referred to separate and apart from the Lease, this Addendum shall be deemed part of the "Lease" for all purposes.

51. Lease Commencement; Rent Abatement.

(a) The Lease will commence upon the current tenant vacating the Premises, which date shall be approximately sixty (60) days after the Effective Date (and the date that same has occurred shall be deemed the "**Commencement Date**"); provided, however, Lessor shall be permitted to postpone the Commencement Date by no more than a total of one hundred twenty (120) days after the Effective Date.

(b) Subject to the terms and conditions of this Paragraph, provided that Lessee is not then in monetary or material non-monetary default under this Lease beyond any applicable notice and cure periods, Lessee shall be credited (the "**Base Rent Credit**") with one hundred percent (100%) of the payment of Monthly Base Rent payable with respect to the Premises for the first three (3) months of the Term following the Commencement Date (the "**Abated Rent Period**"). No such Base Rent Credit shall reduce the amount of Lessee's Share of Common Area Operating Expenses or other amounts which are otherwise payable by Lessee under this Lease. Upon the occurrence of any uncured monetary or material non-monetary default under this Lease at any time prior to the expiration of the Abated Rent Period, Lessee shall no longer be entitled to the Base Rent Credit and Lessee shall pay Base Rent as and when the same would have become due and payable in the absence of such Base Rent Credit, and shall pay to Lessor the amount of the Base Rent Credit previously provided.

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52. Premises. The parties hereby agree that the rentable square footage of the Premises set forth in *Paragraph 1.2(a)* of the Lease shall be conclusive and binding on the parties.

53. Condition. Notwithstanding anything to the contrary set forth in *Paragraph 2.2* of the Lease, Lessor and Lessee hereby agree that Lessor makes no representation or warranty regarding the suitability of the existing utility services and systems for Lessee's proposed use. Without limiting the warranty set forth in *Paragraph 2.2* as to the existing systems in the Premises, Lessee hereby agrees and warrants that it has investigated and inspected the condition of the Premises and Project and the suitability of same for Lessee's purposes, and Lessee does hereby waive and disclaim any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Premises or the Project or the suitability of same for Lessee's purposes. Without limiting the generality of the foregoing, Lessee acknowledges that Lessor has not made any representations or warranties with respect to the suitability of the Premises for Lessee's uses. The taking of possession of the Premises by Lessee shall conclusively establish that the Premises and the Project were at such time in satisfactory condition. Lessee hereby waives Subsection 1 of Section 1932 and Sections 1941 and 1942 of the Civil Code of California or any successor provision of law.

54. Compliance. The first paragraph of *Paragraph 2.3* is deleted and replaced as follows:

"Lessor makes no representation or warranty that the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**"). NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:"

55. Operating Expenses.

(a) *Paragraph 4.2(a)* of the Lease is hereby modified by adding the following as *Paragraphs 4.2(a)(xi) and (xii)*:

> "(xi) the cost of capital expenditures incurred to effect economies of operation of, or stability of services to, the Building and/or Project, capital expenditures required by government regulations, laws, or ordinances, including, but not limited to the Americans with Disabilities Act, and costs incurred (capital or otherwise) on a regular recurring basis every three (3) or more years for certain maintenance projects (e.g., parking lot slurry coat or replacement of lobby and elevator cab carpeting)."

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"(xii) all other costs and expenses incurred by Lessor in connection with the ownership, operation, maintenance, repair and/or management of the Premises, Project, the Common Areas, and/or the Building, including, without limitation, property management fees."

(b) The following paragraph is hereby added as *Paragraph 4.2(g)* of the Lease:

"(g) The parties acknowledge and agree that although 'Common Area Operating Expenses' contains the phrase 'Common Area' in its title, the definition of Common Area Operating Expenses shall not be affected in any manner by the same, and accordingly, notwithstanding anything to the contrary contained in the Lease, the Common Area Operating Expenses shall include costs and expenses associated with parts of the Premises, Building and Project that are not part of the 'Common Area,' as such costs and expenses are set forth in the Lease."

(c) Notwithstanding any other provisions herein, the parties acknowledge and agree that certain Common Area Operating Expenses will be allocated based on the portion of property allocated to Lessee for Lessee's use, and certain of the Common Area Operating Expenses will be allocated based on Lessee's use. Specifically, the Premises (including the designated parking area) is on land measuring approximately 66,000 square feet. Such land is part of a larger parcel measuring approximately 152,896 square feet (the "**Master Parcel**"), making Lessee's share Forty-Three and 17/100 percent (43.17%) ("**Lessee's Land Share**"). Lessee shall be responsible for Lessee's Land Share of Common Area Operating Expenses for the Master Parcel (including the Premises) attributable to (i) landscaping, (ii) general maintenance, and (iii) general property management. With respect to the real property tax bills for the Master Parcel, Lessee shall be responsible for (x) Lessee's Land Share of real property taxes and assessments related to the assessed land value, and (y) one hundred percent (100%) of real property taxes and assessments related to the assessed improvement value. Lessee shall be responsible for one hundred percent (100%) of all costs for Lessor-obtained property and liability insurance (including any additional premiums attributable to Lessee's specific use of the Premises). As of the date hereof, the estimated monthly installment of Common Area Operating Expenses shall initially be $0.17 per rentable square foot, which shall be payable at the same time as each installment of Base Rent. Lessor shall have the right to adjust such estimate as Lessor shall reasonably determine from time to time.

56. Security Deposit. The following is hereby added to the end of *Paragraph 5* of the Lease: "Lessee may not use any portion of the security deposit to satisfy any of Lessee's rental obligations hereunder, including the last month's rental payment. Failure of Lessee to pay any Rent or other charges when due constitutes a material breach of this Lease for which Lessor may re-enter and take possession of the Premises in accordance with law, notwithstanding the fact that Lessor may have possession of a security deposit. Lessee hereby waives the provisions of Section 1950.7 of the California Civil Code and all other provisions of law, now or hereafter in effect, which provide that Lessor may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Lessee or to clean the Premises, it being agreed that Lessor may, in addition, claim those sums

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specified in this Paragraph 5 above and/or those sums reasonably necessary to compensate Lessor for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Lessee or any officer, employee, agent, contractor or invitee of Lessee."

57. Hazardous Substances. The following paragraph is hereby added as *Paragraph 6.2(h)* of the Lease:

"(h) Lessor and Lessee acknowledge that Lessor may become legally liable for the costs of complying with Applicable Requirements relating to Hazardous Substances which are not the responsibility of Lessor or the responsibility of Lessee, including the following: (i) Hazardous Substances present in the soil or ground water on the Building of which Lessor has no knowledge as of the effective date of this Lease; (ii) a change in laws which relate to Hazardous Substances which make that Hazardous Substances which is present at the Building as of the effective date of this Lease, whether known or unknown to Lessor, a violation of such new laws; (iii) Hazardous Substances that migrate, flow, percolate, diffuse, or in any way move on to, or under the Building after the effective date of this Lease; or (iv) Hazardous Substances present on or under the Building as a result of any discharge, dumping or spilling (whether accidental or otherwise) on the Building by other lessees of the Building or their agents, employees, contractors, or invitees, or by others. Accordingly, Lessor and Lessee agree that the cost of complying with laws relating to Hazardous Substances at the Building for which Lessor is legally liable and which are paid or incurred by Lessor shall be a Common Area Operating Expense (and Lessee shall pay Lessee's Share thereof in accordance with *Paragraph 4.2* of the Lease), unless the cost of such compliance as between Lessor and Lessee is made the responsibility of Lessee pursuant to *Paragraph 6.2* of the Lease. To the extent any such Common Area Operating Expense relating to Hazardous Substances is subsequently recovered or reimbursed through insurance or recovery from responsible third parties or other action, Lessee shall be entitled to a proportionate reimbursement to the extent it has paid its share of such Common Area Operating Expenses to which such recovery or reimbursement relates."

58. Alterations. The following paragraph is hereby added to the end of *Paragraph 7.3(b)* of the Lease:

"Notwithstanding anything to the contrary contained herein, Lessor may withhold its consent in Lessor's sole and absolute discretion with respect to any proposed Alterations or Utility Installations that affect any structural or exterior elements of the Premises, the roof or any Building systems."

59. Insurance; Subrogation. *Paragraphs 8.1 through 8.6* of the Lease are hereby deleted in in their entirety and replaced as follows:

"8.1 Lessor's Insurance. Lessor shall maintain insurance covering the Project and Lessor's ownership and operation thereof in such types and amounts as it deems necessary or desirable in its sole discretion, which may include, without limitation, liability, property damage and/or loss of rental income coverage. Such insurance shall be for the sole benefit of Lessor and under its sole control. The premiums (and any deductibles) for any such insurance shall be included in Common Area Operating Expenses.

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8.2 Lessee's Insurance Obligations. Lessee agrees that at all times Lessee shall carry and maintain, at its sole cost and expense, the following types, amounts and forms of insurance:

(a) General Liability Insurance. A broad form comprehensive general liability or commercial general liability policy covering property damage, personal injury, advertising injury and bodily injury, and including blanket contractual liability coverage for obligations under this Lease, covering the Project in an amount of not less than $1,000,000 per occurrence. Such policy shall be in the occurrence form with a per location general aggregate. Each policy shall name Lessor and any management agent from time to time designated by Lessor and any lender of Lessor as additional insureds, and shall provide that any coverage to additional insureds shall be primary; when any policy issued to Lessor provides duplicate coverage or is similar in coverage, Lessor's policy will be excess over Lessee's policies. No deductibles in excess of Five Thousand Dollars ($5,000) per occurrence shall be permitted. Lessee shall pay any deductibles. The amounts of such insurance required hereunder shall be subject to adjustment from time to time as reasonably required by Lessor.

(b) Property Insurance. An all risk policy or policies, including the Boiler and Machinery Perils and the Special Causes of Loss form of coverage ("All Risks"), including vandalism and malicious mischief, theft, sprinkler leakage (including earthquake sprinkler leakage) and water damage coverage in an amount equal to the full replacement value, new without deduction for depreciation, on an agreed amount basis (no co-insurance requirement), of all trade fixtures, furniture and equipment in the Premises, and all alterations, additions and improvements to the Premises installed by or for Lessee or provided to Lessee. Such insurance shall also include business interruption and extra expense coverage for Lessee's operations and debris removal coverage for removal of property of Lessee and Lessee's agents, employees, licensees, invitees, customers and guests which may be damaged within the Premises. Such coverage shall name the Lessor and any management agent from time to time designated by Lessor and any lender of Lessor as additional insureds and/or loss payees as its interest may appear. No deductibles in excess of Five Thousand Dollars ($5,000) shall be permitted. Lessee shall pay any deductibles.

(c) Workers' Compensation Insurance. Workers' compensation insurance, including employers' liability coverage, shall comply with applicable California law. Such insurance shall include a waiver of subrogation in favor of Lessor, if available.

(d) Evidence of Coverage. All of the policies required to be obtained by Lessee pursuant to this *Paragraph 8.2* shall be with companies and in form satisfactory to Lessor. Each insurance company providing coverage shall have a current Best's Rating of "A-/X" or better. Upon notice from Lessor, Lessee shall add Lessor and any management agent from time to time designated by Lessor and any lender of Lessor as an additional insured or loss payee, as applicable. Lessee shall provide Lessor with certificates and copies of endorsements (and upon request, policies) of insurance acceptable to Lessor issued by each of the insurance companies issuing any of the policies required pursuant to the provisions of *Paragraph 8.2*. The insurance required by *Paragraph 8.2* shall provide that such insurance shall not be altered, canceled or non-renewed until after thirty (30) days' written notice to Lessor. "Claims made"

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policies shall not be permitted. Each policy shall permit the waiver in *Paragraph 8.3* below. Evidence of insurance coverage shall be furnished to Lessor concurrently with the execution of the Lease and thereafter not fewer than fifteen (15) days prior to the expiration date of any required policy. Lessee may satisfy its insurance obligations hereunder by carrying such insurance under a so called blanket policy or policies of insurance which are acceptable to Lessor. If Lessee fails to obtain any insurance required hereby or provide evidence thereof to Lessor, Lessor may, but shall not be obligated to, and Lessee hereby appoints Lessor as its agent to, procure such insurance and bill the cost of the insurance plus a twenty percent (20%) handling charge to Lessee. Lessee shall pay such costs to Lessor as additional rent with the next monthly payment of Base Rent.

8.3 Waivers of Subrogation. Lessor waives any and all rights of recovery against Lessee for or arising out of damage to, or destruction of the Building or the Premises to the extent that Lessor's insurance policies then in force insure against such damage or destruction and permit such waiver and only to the extent of insurance proceeds actually received by Lessor for such damage or destruction. Lessee waives any and all rights of recovery against Lessor for or arising out of damage to or destruction of any property of Lessee to the extent that Lessee's insurance policies then in force or the policies required by this Lease, whichever is broader, insure against such damage or destruction."

60. Assignment and Subletting. The following language is added at the end of *Paragraph 12.2(e)* of the Lease:

"Lessor may consider all factors relating to the proposed new lessee and the Premises, including, without limitation, the fact that any new lessee may only use the Premises for the same use as the original Lessee, the financial capacity and economic condition of the proposed new lessee, the lessee mix in the Project, any adverse impact on the business of existing tenants, wear and tear on facilities, comparable type and quality of business, conformity to the use provision in the Lease, hours of operation, business plan and qualified business reputation, credit, rent payment history and experience of the proposed new lessee. In addition, Lessor's consent shall be subject to and conditioned upon compliance with reasonable standards and conditions required by Lessor, including, without limitation:

(1) Lessor's receipt from Lessee, not less than ninety (90) days prior to any proposed transfer, of a written request for Lessor's consent which request shall set forth (i) the name of the proposed assignee or sublessee, (ii) the financial details and other terms of any proposed transfer, (iii) the type and history of the performance of the business of any proposed transferee and (iv) such bank, credit, tax returns, financial and other reasonable information concerning any proposed transferee as Lessor may require.

(2) Use of a form of document approved by Lessor.

(3) Payment to Lessor of one hundred percent (100%) of any amount by which the rent and other consideration paid or to be paid to Lessee as a result of any transfer under *Paragraph 12* exceeds the rent then payable by Lessee under this Lease (or, in the case of a

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sublease or other transfer of a portion of the Premises, in excess of the rent payable by Lessee on a square footage basis under this Lease)."

61. Breach by Lessor. The following is hereby added at the end of *Paragraph 13.6(a)* of the Lease:

"If Lessor shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Lessee's exclusive remedies shall be an action for specific performance or for actual damages. Lessee hereby waives the benefit of any laws granting it the right to perform Lessor's obligation, a lien upon the property of Lessor and/or upon rent due Lessor, or the right to terminate this lease or withhold rent on account of any Lessor default. Notwithstanding any contrary provision herein, Lessor shall not be liable under any circumstances for injury or damage to, or interference with, Lessee's (or any other party's) business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use or any other indirect, consequential or special damages, in each case, however occurring."

62. Estoppel Certificate. The following paragraph replaces *Paragraph 16(a)* of the Lease in its entirety:

"(a) Lessee (as the responding party to a request for an estoppel certificate, the "**Responding Party**") shall, at any time and from time to time, upon not less than ten (10) days' prior written notice from Lessor, execute, acknowledge and deliver to Lessor a statement in writing certifying the following information, (but not limited to the following information in the event further information is requested by Lessor): (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as modified, is in full force and effect); (b) the dates to which the rental and other charges are paid in advance, if any; (c) the amount of Lessee's security deposit, if any; and (d) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, and no events or conditions then in existence which, with the passage of time or notice or both, would constitute a default on the part of Lessor hereunder, or specifying such defaults, events or conditions, if any are claimed. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Premises, Building and/or Project. Lessee's failure to deliver such statement within such time shall constitute (i) an admission by Lessee that all statements contained therein are true and correct, and (ii) a Breach of this Lease. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact and in Lessee's name, place and stead to execute any and all documents described in this *Paragraph 16(a)* if Lessee fails to do so within the specified time period."

63. No Right to Holdover. The following is hereby added to the end of *Paragraph 26* of the Lease:

"If Lessee fails to timely and properly surrender the Premises upon the expiration or earlier termination of this Lease, Lessee agrees to indemnify, defend and hold Lessor harmless from and against all costs, damages, liabilities, losses, expenses and claims suffered or incurred

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by such holdover, including damages and costs related to any successor tenant of the Premises to whom Lessor could not deliver possession of the Premises when promised."

64. Extension Option. The following paragraph replaces *Paragraph 39* of the Lease in its entirety:

"39. Option To Extend.

(a) Option. Lessee shall have one (1) option (the "**Renewal Option**") to extend the Term of this Lease, on all the provisions contained in this Lease, except as to the Base Rent, and there shall be no further options to extend. The Renewal Option shall be for an additional five (5)-year period (the "**Option Term**") following the expiration of the initial Term. If Lessee elects to exercise the Renewal Option, the Renewal Option shall be exercised by Lessee giving written notice of its exercise of the Renewal Option (the "**Option Notice**") to Lessor at least six (6) months, but not more than twelve (12) months, before the expiration of the initial Term. If the Option Notice is not sent currently during such six (6)-month period, the Renewal Option shall be null and void, and in no event shall Lessee have any right to extend the Term.

(b) Option Personal. The Renewal Option is personal to Lessee and may not be exercised or assigned, voluntarily or involuntarily, by, or to, any person or entity other than Lessee. The Renewal Option is not assignable separate and apart from this Lease. In the event that, at the time the Renewal Option is exercisable by Lessee, this Lease has been assigned, or a sublease exists, then such Renewal Option shall be deemed null and void and Lessee, any assignee, or any sublessee, shall not have the right to exercise the Renewal Option.

(c) Effect of Default on Renewal Option. Lessee shall have no right to exercise the Renewal Option, (a) if, at the time permitted for the exercise of the Renewal Option, a Lessee default has occurred under any of the provisions of this Lease, or (b) in the event that Lessor has given to Lessee two (2) or more notices of default under this Lease during the twelve (12)-month period prior to the time that Lessee intends to exercise the Renewal Option.

(d) Base Rent During the Option Term. Lessee shall pay to Lessor, as Base Rent for the Premises during the Option Term, the Fair Market Rental Rate (as hereinafter defined), but in no event less than the Base Rent payable by Lessee for the Premises in the Lease Year before the commencement of the applicable Option Term. "**Fair Market Rental Rate**" shall mean the rate being charged to nonrenewal tenants for comparable space in similar buildings for similar uses in the vicinity of the Property, taking into consideration the size, location, proposed term of the Option Term, and any other relevant terms and conditions but excluding any so-called "tenant concessions." The term "tenant concessions" shall include, without limitation, so-called free rent, tenant improvement allowances, lease takeovers, brokerage commissions, etc. All Rent payable during the Option Term shall be payable in the same manner and under the same terms and conditions as Rent is paid during the initial Term.

(e) Fair Market Rental Rate. Lessor shall determine the Fair Market Rental Rate by using its good faith judgment. Lessor shall use commercially reasonable efforts to provide written notice of such amount within thirty (30) days (but in no event later than sixty

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(60) days) after Lessee sends the Option Notice to Lessor exercising the Renewal Option for the Option Term. Lessee shall have fifteen (15) days ("**Lessee's Review Period**") after receipt of Lessor's notice of the new rental within which to accept such rental or to reasonably object thereto in writing. If Lessee objects, Lessor and Lessee shall attempt to agree upon such Fair Market Rental Rate, using their best good faith efforts. If Lessor and Lessee fail to reach agreement within fifteen (15) days following Lessee's Review Period (the "**Outside Agreement Date**"), then each party shall place in a separate sealed envelope their final proposal as to Fair Market Rental Rate and such determination shall be submitted to arbitration in accordance with subsections (i) through (iv) below. Failure of Lessee to so elect in writing within Lessee's Review Period shall conclusively be deemed its approval of the new rental determined by Lessor. In the event that Lessor fails to timely generate the initial written notice of Lessor's opinion of the Fair Market Rental Rate which triggers the negotiation period of this provision, then Lessee may commence such negotiations by providing the initial notice, in which event Lessor shall have fifteen (15) days ("**Lessor's Review Period**") after receipt of Lessee's notice of the new rental within which to accept such rental. In the event Lessor does not affirmatively in writing consent to Lessee's proposed rental, such proposed rental shall be deemed rejected and Lessor and Lessee shall attempt in good faith to agree upon such Fair Market Rental Rate, using their best good faith efforts. If Lessor and Lessee fail to reach agreement within fifteen (15) days following Lessor's Review Period (which shall be, in such event, the "**Outside Agreement Date**" in lieu of the above definition of such date), then each party shall place in a separate sealed envelope their final proposal as to Fair Market Rental Rate and such determination shall be submitted to arbitration in accordance with subsections (i) through (iv) below.

(i) Lessor and Lessee shall meet with each other within five (5) Business Days of the Outside Agreement Date and exchange the sealed envelopes and then open such envelopes in each other's presence. If Lessor and Lessee do not mutually agree upon the Fair Market Rental Rate within one (1) Business Day of the exchange and opening of envelopes, then, within ten (10) Business Days of the exchange and opening of envelopes Lessor and Lessee shall agree upon and jointly appoint a single arbitrator who shall by profession be a real estate broker who shall have been active over the ten (10) year period ending on the date of such appointment in the leasing of commercial properties in the vicinity of the Property. Neither Lessor nor Lessee shall consult with such broker as to his or her opinion as to Fair Market Rental Rate prior to the appointment. The determination of the arbitrator shall be limited solely to the issue of whether Lessor's or Lessee's submitted Fair Market Rental Rate for the Premises is the closer to the actual Fair Market Rental Rate for the Premises as determined by the arbitrator, taking into account the requirements of this Exhibit regarding same. Such arbitrator may hold such hearings and require such briefs as the arbitrator, in his or her sole discretion, determines is necessary.

(ii) The arbitrator shall, within thirty (30) days of his or her appointment, reach a decision as to whether the parties shall use Lessor's or Lessee's submitted Fair Market Rental Rate, and shall notify Lessor and Lessee thereof. The decision of the arbitrator shall be binding upon Lessor and Lessee, except as provided below.

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(iii) If Lessor and Lessee fail to agree upon and appoint an arbitrator, then the appointment of the arbitrator shall be made by the Presiding Judge of the Sacramento Superior Court, or, if he or she refuses to act, by any judge having jurisdiction over the parties.

(iv) The cost of arbitration shall be paid by Lessor and Lessee equally.

(f) Documentation. Lessor and Lessee shall execute and deliver appropriate documentation to evidence the renewal of the Lease and the terms and conditions of the Lease during the Option Term.

65. Inability to Perform. The following paragraph is hereby added to the Lease as *Paragraph 65*:

"65. Inability to Perform. This Lease and the obligations of Lessee hereunder shall not be affected or impaired because Lessor is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of any prevention, delay, stoppage due to strikes, lockouts, acts of God, or any other cause previously, or at such time, beyond the reasonable control or anticipation of Lessor (collectively, a "**Force Majeure**"), and Lessor's obligation under this Lease shall be forgiven and suspended by any such Force Majeure."

66. Survival of Obligations. The following paragraph is hereby added to the Lease as *Paragraph 66*:

"66. Survival of Obligations. Any obligations of Lessee occurring prior to the expiration or earlier termination of the Lease shall survive such expiration or earlier termination."

67. Rent Increase. The following paragraph is hereby added to the Lease as *Paragraph 67*:

"67. Base Rent Increase. Base Rent shall be increased on the first anniversary of the Commencement Date and on each anniversary during the Term thereafter by three percent (3%) per annum as reflected in the following Base Rent schedule:

Months of Term	Monthly Base Rent Per Square Foot	Monthly Base Rent
1-3	$1.93 (abated)	$9,650.00 (abated)
4-12	$1.93	$9,650.00
13-24	$1.99	$9,950.00
25-36	$2.05	$10,250.00
37-48	$2.11	$10,550.00
49-60	$2.17	$10,850.00"

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68. Confidentiality. The following paragraph is hereby added to the Lease as *Paragraph 68*:

"68. Confidentiality. Lessee acknowledges and agrees that as a material condition of this Lease, the negotiations preceding the execution of this Lease and the terms and conditions herein are confidential and are to remain strictly private to the fullest extent permitted by law. With the exception of Lessee's attorneys, accountants, tax preparers, insurers and/or lenders, and any governmental agency having jurisdiction or authority over Lessee or the Premises, Lessee shall not disclose, consent to the disclosure or otherwise disseminate the foregoing confidential information to any person or third party, including, but not limited to, any existing or prospective lessee or tenant at the Project, any real estate broker or to any other person or entity. The foregoing restriction shall survive the termination of this Lease for a period of five (5) years, and any violation of this provision shall constitute a material breach of this Lease.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

LESSOR:

AFP INVESTMENT PARTNERS, LLC,
a Delaware limited liability company

By: Kohut & Associates, LLC, a California limited liability company, Manager

By: _____
John M. Kohut
Manager

LESSEE:

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,
a California corporation

By: _____
EXECUTIVE DIRECTOR
MURDOCK SMITH

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COMMENCEMENT AGREEMENT

Landlord: AFP Investment Partners

Tenant: Highlands Community Charter and Technical Schools

Premises: 8180 Industrial Parkway, Sacramento, CA

For the Lease dated May 17, 2018 (the "Lease")

This is to certify the following:

1. That the Commencement Date of the Lease is July 1, 2018
2. That the Lease Term will expire on September 30, 2023.
3. First months rent shall be $9,650.00
4. First months CAM shall be $850.00

By Landlord:

AFP Investment Partners, LLC

By: _____
John Kohut - Manager

Date: 6-28-18

By Tenant:

Highlands Community Charter
And Technical Schools

By: _____

Date: 6-28-18

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STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only May 17, 2018, is made by and between AFP Investment Partners, LLC, a Delaware limited liability company ("**Lessor**") and Highlands Community Charter and Technical Schools ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state): 8180 Industrial Parkway ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the Premises and the "Project"): approximately 5,000 square foot ("SF") office building, together with approximately 66,000 SF of paved parking lot. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking:** N/A unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** Five (5) years and Three (3) months ("**Original Term**") commencing See Addendum ("**Commencement Date**") and ending See Addendum ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $9,650 per month ("**Base Rent**"), payable on the First (1st) day of each month commencing See Addendum. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 67.

1.6 **Lessee's Share of Common Area Operating Expenses:** ~~_____ percent (_____%) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.~~ See Addendum.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $9,650 for the period See Addendum.

(b) **Common Area Operating Expenses:** $851.31 for the period See Addendum.

(c) **Security Deposit:** $9,650 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $20,151.31.

1.8 **Agreed Use:** Adult Charter School for Truck Driver Training, Certification and Related Classroom Instruction. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "**Brokers**") and brokerage relationships exist in this transaction (check applicable boxes):

☑ Bill Niethammer (Kidder Mathews) represents Lessor exclusively ("**Lessor's Broker**");

☐ N/A represents Lessee exclusively ("**Lessee's Broker**"); or

☐ N/A represents both Lessor and Lessee ("**Dual Agency**").

(b) **Payment to Brokers.** ~~Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____% of the total Base Rent) for the brokerage services rendered by the Brokers.~~ Lessor shall be solely responsible to pay a commission to Lessor's Broker pursuant to a separate agreement. Lessee warrants and represents to Lessor that Lessee has had no dealings with respect to this transaction with any real estate brokers or agents other than Lessor's Broker. Lessee agrees to indemnify and hold harmless Lessor from and against any claims by third parties as a result of the acts Lessee, for real estate or brokerage commissions in connection with the transaction provided for herein, and all costs and expenses incurred by the indemnitee in connection therewith, including, but not limited to, reasonable attorneys' fees and costs.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 68;

☑ a site plan depicting the Premises;

☑ a site plan depicting the Project;

☐ a current set of the Rules and Regulations for the Project;

☐ a current set of the Rules and Regulations adopted by the owners' association;

☐ a Work Letter;

☐ other (specify): _____.

INITIALS

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2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) ~~6~~ 3 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**;" provided, however, Lessee shall be permitted to park up to three (3) semi trucks in the parking area. Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in

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Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas (other than light truck repair).

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways; provided that Lessor shall not unreasonably frustrate Lessee's uses permitted herein;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1. **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "**Common Area Operating Expenses**" are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition , and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

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(bb) Exterior signs ~~and any tenant directories~~.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $100 ~~-$25~~ in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, ~~or any other legal use which is reasonably comparable thereto,~~ and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. ~~Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.~~

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose

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presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of

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written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of

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the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums**. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance.**

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of

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renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees . If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such

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notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

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(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or

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property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is

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greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in

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confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their

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understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent.

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All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 **Definition**. **"Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one

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and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☑ is ☐ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Los Angeles
On: May 17, 2018

By LESSOR:
AFP Investment Partners, LLC, a Delaware limited liability company

By: _____
Name Printed: John Kohut
Title: Manager of Kohut & Associates, LLC, Manager

_____
INITIALS

Executed at: Sacramento, California
On: May 17, 2018

By LESSEE:
Highlands Community Charter and Technical Schools

By: _____
Name Printed: Murdock Sinclair
Title: EXECUTIVE DIRECTOR
Phone: (916) 844-2283

_____
INITIALS

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Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker/Agent BRE License #: _____

Fax: (916) 436-8656
Email: murdock.smith@hcdcs.org

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker/Agent BRE License #: _____

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ARBITRATION AGREEMENT
STANDARD LEASE ADDENDUM

Dated: May 17, 2018
By and Between
Lessor: AFP Investment Partners, LLC, a Delaware limited liability company
Lessee: Highlands Community Charter and Technical Schools
Property Address: 8180 Industrial Parkway
(street address, city, state, zip)

Paragraph: 50

A. **ARBITRATION OF DISPUTES:**

Except as provided in Paragraph B below, the Parties agree to resolve any and all claims, disputes or disagreements arising under this Lease, including, but not limited to any matter relating to Lessor's failure to approve an assignment, sublease or other transfer of Lessee's interest in the Lease under Paragraph 12 of this Lease, any other defaults by Lessor, or any defaults by Lessee by and through arbitration as provided below and irrevocably waive any and all rights to the contrary. The Parties agree to at all times conduct themselves in strict, full, complete and timely accordance with the terms hereof and that any attempt to circumvent the terms of this Arbitration Agreement shall be absolutely null and void and of no force or effect whatsoever.

B. **DISPUTES EXCLUDED FROM ARBITRATION:**

The following claims, disputes or disagreements under this Lease are expressly excluded from the arbitration procedures set forth herein: 1. Disputes for which a different resolution determination is specifically set forth in this Lease, 2. All claims by either party which (a) seek anything other than enforcement or determination of rights under this Lease, or (b) are primarily founded upon matters of fraud, willful misconduct, bad faith or any other allegations of tortious action, and seek the award of punitive or exemplary damages, 3. Claims relating to (a) Lessor's exercise of any unlawful detainer rights pursuant to applicable law or (b) rights or remedies used by Lessor to gain possession of the Premises or terminate Lessee's right of possession to the Premises, all of which disputes shall be resolved by suit filed in the applicable court of jurisdiction, the decision of which court shall be subject to appeal pursuant to applicable law 4. Any claim or dispute that is within the jurisdiction of the Small Claims Court and 5. All claims arising under Paragraph 39 of this Lease.

C. **APPOINTMENT OF AN ARBITRATOR:**

All disputes subject to this Arbitration Agreement, shall be determined by binding arbitration before: ☐ a retired judge of the applicable court of jurisdiction (e.g., the Superior Court of the State of California) affiliated with Judicial Arbitration & Mediation Services, Inc. ("JAMS"), ☑ the American Arbitration Association ("AAA") under its commercial arbitration rules, ☐ _____, or as may be otherwise mutually agreed by Lessor and Lessee (the "Arbitrator"). In the event that the parties elect to use an arbitrator other than one affiliated with JAMS or AAA then such arbitrator shall be obligated to comply with the Code of Ethics for Arbitrators in Commercial Disputes (see: http://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG_003867). Such arbitration shall be initiated by the Parties, or either of them, within ten (10) days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to the Arbitrator. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. If the Parties have agreed to use JAMS they may agree on a retired judge from the JAMS panel. If they are unable to agree within ten days, JAMS will provide a list of three available judges and each party may strike one. The remaining judge (or if there are two, the one selected by JAMS) will serve as the Arbitrator. If the Parties have elected to utilize AAA or some other organization, the Arbitrator shall be selected in accordance with said organization's rules. In the event the Arbitrator is not selected as provided for above for any reason, the party initiating arbitration shall apply to the appropriate Court for the appointment of a qualified retired judge to act as the Arbitrator.

D. **ARBITRATION PROCEDURE:**

1. **PRE-HEARING ACTIONS**. The Arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations, and narrow the issues. The Parties will submit proposed discovery schedules to the Arbitrator at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the Arbitrator. The Arbitrator shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties and third-party witnesses. This discretion shall be exercised in favor of discovery reasonable under the circumstances. The Arbitrator shall issue subpoenas and subpoenas duces tecum as provided for in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1282.6).

2. **THE DECISION**. The arbitration shall be conducted in the city or county within which the Premises are located at a reasonably convenient site. Any Party may be represented by counsel or other authorized representative. In rendering a decision(s), the Arbitrator shall determine the rights and obligations of the Parties according to the substantive laws and the terms and provisions of this Lease. The Arbitrator's decision shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences therefrom. The Arbitrator may make any determination and/or grant any remedy or relief that is just and equitable. The decision must be based on, and accompanied by, a written statement of decision explaining the factual and legal basis for the decision as to each of the principal controverted issues. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the court of applicable jurisdiction, subject only to challenge on the grounds set forth in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1286.2). The validity and enforceability of the Arbitrator's decision is to be determined exclusively by the court of appropriate jurisdiction pursuant to the provisions of this Lease. The Arbitrator may award costs, including without limitation, Arbitrator's fees and costs, attorneys' fees, and expert and witness costs, to the prevailing party, if any, as

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AIRCRE

GUARANTY OF LEASE

WHEREAS, AFP Investment Partners, LLC, a Delaware limited liability company, hereinafter "Lessor", and Highlands Community Charter and Technical Schools, hereinafter "Lessee", are about to execute a document entitled "Lease" dated May 17, 2018 concerning the premises commonly known as (street address, city, state, zip) 8180 Industrial Parkway wherein Lessor will lease the premises to Lessee, and

WHEREAS, Name hereinafter "Guarantors" have a financial interest in Lessee, and

WHEREAS, Lessor would not execute the Lease if Guarantors did not execute and deliver to Lessor this Guaranty of Lease.

NOW THEREFORE, in consideration of the execution of said Lease by Lessor and as a material inducement to Lessor to execute said Lease, Guarantors hereby jointly, severally, unconditionally and irrevocably guarantee the prompt payment by Lessee of all rents and all other sums payable by Lessee under said Lease and the faithful and prompt performance by Lessee of each and every one of the terms, conditions and covenants of said Lease to be kept and performed by Lessee.

It is specifically agreed by Lessor and Guarantors that: (i) the terms of the foregoing Lease may be modified by agreement between Lessor and Lessee, or by a course of conduct, and (ii) said Lease may be assigned by Lessor or any assignee of Lessor without the consent of or notice to Guarantors and that this Guaranty shall guarantee the performance of said Lease as so modified.

This Guaranty shall not be released, modified or affected by the failure or delay on the part of Lessor to enforce any of the rights or remedies of the Lessor under said Lease.

No notice of default by Lessee under the Lease need be given by Lessor to Guarantors, it being specifically agreed that the guarantee of the undersigned is a continuing guarantee under which Lessor may proceed immediately against Lessee and/or against Guarantors following any breach or default by Lessee or for the enforcement of any rights which Lessor may have as against Lessee under the terms of the Lease or at law or in equity.

Lessor shall have the right to proceed against Guarantors following any breach or default by Lessee under the Lease without first proceeding against Lessee and without previous notice to or demand upon either Lessee or Guarantors.

Guarantors hereby waive (a) notice of acceptance of this Guaranty. (b) demand of payment, presentation and protest, (c) all right to assert or plead any statute of limitations relating to this Guaranty or the Lease, (d) any right to require the Lessor to proceed against the Lessee or any other Guarantor or any other person or entity liable to Lessor, (e) any right to require Lessor to apply to any default any security deposit or other security it may hold under the Lease, (f) any right to require Lessor to proceed under any other remedy Lessor may have before proceeding against Guarantors, (g) any right of subrogation that Guarantors may have against Lessee.

Guarantors do hereby subordinate all existing or future indebtedness of Lessee to Guarantors to the obligations owed to Lessor under the Lease and this Guaranty.

If a Guarantor is married, such Guarantor expressly agrees that recourse may be had against his or her separate property for all of the obligations hereunder.

The obligations of Lessee under the Lease to execute and deliver estoppel statements and financial statements, as therein provided, shall be deemed to also require the Guarantors to provide estoppel statements and financial statements to Lessor. The failure of the Guarantors to provide the same to Lessor shall constitute a default under the Lease.

The term "Lessor" refers to and means the Lessor named in the Lease and also Lessor's successors and assigns. So long as Lessor's interest in the Lease, the leased premises or the rents, issues and profits therefrom, are subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantors of the Lessor's interest shall affect the continuing obligation of Guarantors under this Guaranty which shall nevertheless continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment and their successors and assigns.

The term "Lessee" refers to and means the Lessee named in the Lease and also Lessee's successors and assigns.

Any recovery by Lessor from any other guarantor or insurer shall first be credited to the portion of Lessee's indebtedness to Lessor which exceeds the maximum liability of Guarantors under this Guaranty.

No provision of this Guaranty or right of the Lessor can be waived, nor can the Guarantors be released from their obligations except in writing signed by the Lessor.

Any litigation concerning this Guaranty shall be initiated in a state court of competent jurisdiction in the county in which the leased premises are located and the Guarantors consent to the jurisdiction of such court. This Guaranty shall be governed by the laws of the State in which the leased premises are located and for the purposes of any rules regarding conflicts of law the parties shall be treated as if they were all residents or domiciles of such State.

In the event any action be brought by said Lessor against Guarantors hereunder to enforce the obligation of Guarantors hereunder, the unsuccessful party in such action shall pay to the prevailing party therein a reasonable attorney's fee. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to full reimburse all attorneys' fees reasonably incurred.

If any Guarantor is a corporation, partnership, or limited liability company, each individual executing this Guaranty on said entity's behalf represents and warrants that he or she is duly authorized to execute this Guaranty on behalf of such entity.

If this Form has been filled in, it has been prepared for submission to your attorney for his approval. No representation or recommendation is made BY AIR CRE, the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Form or the transaction relating thereto.

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determined by the Arbitrator in his discretion.

Whenever a matter which has been submitted to arbitration involves a dispute as to whether or not a particular act or omission (other than a failure to pay money) constitutes a Default, the time to commence or cease such action shall be tolled from the date that the Notice of Arbitration is served through and until the date the Arbitrator renders his or her decision. Provided, however, that this provision shall NOT apply in the event that the Arbitrator determines that the Arbitration Notice was prepared in bad faith.

Whenever a dispute arises between the Parties concerning whether or not the failure to make a payment of money constitutes a default, the service of an Arbitration Notice shall NOT toll the time period in which to pay the money. The Party allegedly obligated to pay the money may, however, elect to pay the money "under protest" by accompanying said payment with a written statement setting forth the reasons for such protest. If thereafter, the Arbitrator determines that the Party who received said money was not entitled to such payment, said money shall be promptly returned to the Party who paid such money under protest together with Interest thereon as defined in Paragraph 13.5. If a Party makes a payment "under protest" but no Notice of Arbitration is filed within thirty days, then such protest shall be deemed waived. (See also Paragraph 42 or 43)

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GUARANTORS
Name

By: _____
Name Printed: _____
Title: _____
Address: Name

Executed At: 1333 Grand Ave., Sacramento, CA
On: 5/17/18

By: _____
Name Printed: Michael K Smith
Title: EXECUTIVE DIRECTOR
Address: Name

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From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:10:24 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 029 - 800 Todhunter.pdf 030 - 6270 Elder Creek Road (Inactive 06.28.24).pdf 30 Day Notice - 2325 E 12th Oakland 04.01.24.pdf 031 - 1111 Howe Ave Multiple Suites.pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:03 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:26 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590
>
> TwinRivers UNIFIED SCHOOL DISTRICT

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

May 7, 2024

Via Electronic Mail

Rejie Marie Baloyos
Asian Resources, Inc.
6270 Elder Creek Rd.
Sacramento, CA 95824

Ms. Baloyos,

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Memorandum of Understanding (MOU) that was executed on July 1, 2023 for the site located at 6270 Elder Creek Road, Sacramento, CA 95824. Pursuant to Section 17 of the MOU, we regretfully inform you that we wish to terminate the MOU in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is Friday, June 28, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the MOU.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at mayra.valdivia@hccts.org.

Thank you,

MAYRA VALDIVIA
Acting Executive Director
Highlands Community Charter School

030 - 6270 Elder Creek Road (Inactive 06.28.24).pdf

030

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL AND
ASIAN RESOURCES, INC.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and the Asian Resources Inc., a non-profit community-based organization organized and existing under the laws of the State of California (hereinafter "ARI").

I. RECITALS

WHEREAS, ARI is located at 6270 Elder Creek Road, Sacramento, CA 95824. Classroom and office facilities to be utilized under the terms of this agreement are located at 6270 Elder Creek Road, Sacramento, CA 95824.

WHEREAS, HIGHLANDS and ARI desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of ARI's sites during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and ARI hereby agree as follows:

1. General Information.
   A. Both HIGHLANDS and ARI agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS.

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2. Use of the Site.

ARI hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the sites for the sole purpose of operating an English Language Development and/ or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the sites shall comply with all ARI policies and regulations and/ or practices applicable and maintaining all licenses and/ or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and

Staff Office space

A. Term. HIGHLANDS' use of the site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with ARI's shared use of the site, if any. ARI's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

C. Reversion to ARI. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and ARI's equipment thereon, shall revert to ARI.

D. Drill Notice. In the event that HIGHLANDS' conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide ARI with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from ARI, if available. Upon completion of equipment conducted by ARI, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with

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HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and ARI agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) ARI shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Financial/Record Keeping Obligations.
HIGHLANDS shall pay a monthly payment for student attendance calculated at $7.75 per hour per day for each qualified and properly enrolled student who attends classes at ARI's location. ARI agrees to maintain attendance records utilizing PowerSchool student information system. Further, ARI shall assist and support HIGHLANDS in the administration of the California Student Assessment System (CASAS) and other assessments required, or necessary to monitor student progress.

ARI shall prepare a monthly invoice for the educational services provided. This invoice shall be compared to submitted attendance records submitted by ARI and paid within 30 days of receipt and approval of invoice.

4. Instruction
All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

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5. Maintenance and Operations.

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of ARI; ARI will provide its own janitorial service and/or janitorial staff to clean classroom and restroom space at the location.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires ARI to perform emergency or major maintenance and repairs, HIGHLANDS shall notify ARI directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard or prevent significant damage to ARI property. ARI reserves the right to implement a process for submission of maintenance /repair requests.

6. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without ARI' prior written consent. ARI approval of any improvements, including the work schedule, work hours, and modifications, shall be at a reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with ARI's construction requirements. The construction or installation of improvements shall be performed in a sound and workman like manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. ARI or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and ARI may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event ARI requires the cessation of work, ARI and HIGHLANDS will immediately meet to address ARI concerns. No construction or installation will resume until ARI's concerns are adequately addressed.

7. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

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8. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

9. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. ARI shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of ARI and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, ARI reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by ARI and shall remain in procession of ARI at all times.

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11. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to ARI in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

12. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. ARI's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

13. Indemnification

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, ARI, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the ARI's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by ARI, in or about the site; ARI's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/ or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of ARI, HIGHLANDS, shall indemnify, hold harmless, and defend ARI, its trustees, officers, employees and agents against any and all claims, demands, actions, causes

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of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgment rendered against ARI, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, ARI from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend ARI and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/ or costs.

14. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/ or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

15. Marketing.

HIGHLANDS and ARI will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and ARI.

16. Access to Inspection.

HIGHLANDS shall permit ARI, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit ARI to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting ARI' oversight obligations. ARI shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

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17. Termination.

The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

18. Taxes.

ARI shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of ARI located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

ARI: Rejie Boloyos
Asian Resources, Inc
6270 Elder Creek Road
Sacramento, CA 95824

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under

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this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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27. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution.

In the event of any dispute between HIGHLANDS and ARI regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the ARI' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. if the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY CHARTER SCHOOL
A California Public Charter School

By _____ Date 10/12/23
Murdock Smith, Executive Director
Highlands Community Charter School

ASIAN RESOURCES, INC.
A California Non-Profit Corporation

By _____ Date 10/13/2023
Rejie Baloyos, Interim Executive Director
Asian Resources, Inc.

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 1st, 2024

Via Electronic Mail

Kathy Chao Rothberg
Lao Family Community Development, Inc.
2325 East 12th Street
Oakland, CA 94601

Kathy Chao Rothberg,

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Memorandum of Understanding (MOU) that was executed on July 1, 2022. We regretfully inform you that we wish to terminate the MOU in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is Tuesday, April 30th, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the MOU.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at murdock.smith@hccts.org.

Thank you,

MURDOCK SMITH
Executive Director
Highlands Community Charter & Technical Schools

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TENANT SUB-LEASE AGREEMENT

(Highlands Community Charter School Sub-Lease)

This Tenant Sub-Lease Agreement (this "Lease") is made and entered into as of August 1, 2019, (the "Effective Date"), by and between Lao Family Community Development, a California nonprofit public benefit corporation ("Landlord"), and Highlands Community Charter School, a California public charter school, incorporated in California ("Tenant").

RECITALS

WHEREAS, the Landlord is the master tenant of that 30,000 square foot commercial building (the "Facility") located at 2325 East 12th Street, in the City of Oakland, County of Alameda, California (the "Property");

WHEREAS, the Landlord holds the Property pursuant to that certain Master Lease Agreement with Property owner San Antonio Neighborhood Resource Center LLC, a California limited liability company;

WHEREAS, the construction of the Facility was financed with loans through the federal new markets tax credit financing program (the "Loans") from CSCDC 9 LLC, a California limited liability company (the "Lender");

WHEREAS, the Facility rehabilitation was completed, and the Landlord received a Final Permit from the City of Oakland on 12-07-18 allowing re-occupation of the Facility and to operate the Facility as a community hub with primarily nonprofit program and office space, small business office space, a cultural center, classrooms, training rooms, workshop rooms, education, recreation, café, commercial kitchen, retail, and other ancillary uses;

WHEREAS, both the Landlord and Tenant intend to endeavor to operate the Property in a manner that qualifies pursuant to the new markets tax credits program (the "New Markets Tax Credits") under Section 45D of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), as a qualified active low-income community business; and

WHEREAS, after the rehabilitation of the Facility, the Landlord desires to sub-lease the Premises (as defined in Section 1a) to the Tenant, and the Tenant desires to sub-lease the Premises from the Landlord to operate classrooms during its 2019-2022 school years, and to permit the Tenant to operate at the Facility in compliance with the New Markets Tax Credits financing.

WHEREAS, TENANT agree not to discriminate in the selection or acceptance of any student pursuant to this LEASE because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of California Government Code, ancestry, or Marital status, or citizenship, within the limits imposed by law or corporation policy. And LANDLORD agrees not to discriminate from same said in referring students to the TENANT's program.

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WHEREAS, TENANT will be operating academic credit and/or English Language Development courses and each student will be subject to policies, rules, and regulations of the TENANT's program.

NOW THEREFORE, in consideration of the foregoing, of mutual understanding of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Fundamental Lease Provisions.**

a. Premises:	The space in the Facility, commonly known as: **1st Floor –** Suite #106 which is 1,704 square feet **Total of 1 room at 1,704 square feet**
b. Premises Size:	**Within the Facility, approximately 1,704 square feet of the Premise is for the use of the Tenant.** On the second floor there are common space share areas which include: i) Second floor conference room #203, ii) Second floor kitchenette room #202. The aforementioned 2nd floor (upstairs) common area is on a first come first serve basis, with booking day of and may be used by first and second floor tenants.
c. Facility Common Area:	Other Facility Common Area space include: 1) Upstairs and downstairs lobby and hallways, 2) Main information reception desk first floor, 3) Property management office, 4) ADA elevator, 5) Mail room, 6) Art gallery walk ways, 7) Public bathrooms on floor 1 and 2, 8) 3 stair wells for ingress and egress, 9) Outdoor parking area for visitors, tenants, bike parking area, drive aisles, two automatic entrance and exit vehicle gates, ADA ramp and entrances, walk ways, loading areas, call box at the main entrance, emergency exit pedestrian gate, outdoor landscape and garden areas including basketball court area, community gardens and patios, sidewalks in the front and back cul de sac of the Property, 10) Common trash enclosure,

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11) Drinking water fountain as required by health code,
12) Secured mechanical, HVAC, electrical, fire riser rooms, janitorial and maintenance repair closets,
13) Secured server room and 2 IDF locations for the internet, security cameras, key less entrance systems, building telephone and alarm system rooms,
14) Roof, skylights, mechanical equipment on the roof
15) Perimeter fencing and lighting, building directory and other internal directory signage and outdoor directory signage.

c. Tenant's Proportionate Share:	Tenant's proportionate share of Landlord's real property taxes, liability insurance, and the operating cost of the Common Area expenses (except as otherwise set forth in Section 3.C.i and/or Section 3.C.iii) is 5.7% (the "Proportionate Share") Tenant's Premise 1,704 sf/ 30,000 sf. Facility Premise.
d. Initial Term:	Three years ending from Commencement Date, unless earlier terminated in accordance with the provisions of this Lease. (See Section 2.A)
e. Initial Estimated Proportionate Share of Common Area Operating and Modified Full Service Expenses (3/1/2019):	$1.92 per square feet or put the dollar amount Excess Service (ie. additional trash pickup, compost, or recycling) beyond the proforma expenses date March 1, 2019 to be paid by Tenant.
f. Commencement:	August 1, 2019 or such date agreed to by the Parties
g. Option to Extend:	__X__(yes) __(no) If yes, _One (_) option(s) for Three (__) years each
h. Expiration Date	The end of the completion of the third full year following the Commencement Date, subject to any Extension Option.
i. Base Rent & CAM plus Modified Full Service Total:	$2.50 per sf base per month for Month 1 to Month 36, subject to adjustments during the Option Period. The CAM and Modified Full Service is estimated at $1.92 per sf. Total: Base Rent, CAM, and Adjusted Modified Full Service is ($2.50+$1.92=$4.40 X 1,704= $7,497.60 per month for month 1 to 12.
j. Additional Rent:	Proportionate Share of Landlord's real property taxes and Common Area expense (except as otherwise set forth in Section 3.C.i and/or Section 3.C.iii). **Not Applicable. This section is covered under the Expense Proforma 03/01/19.**

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k.	Rent Increase Limits	Maximum: __X__(yes) _____(no) If yes, the maximum is _3%, at the beginning of each year during the Term and the maximum is 3 % increase each year during the Option Period (see Section 3.B). Applicable if there is an Option Period.
l.	Rent Increase Date(s):	Once each year, at the beginning of each year during the Term and at the beginning of each year during each Option Period.
m.	Security Deposit:	One month of Rent based on year 1, which is $7,497.60
n.	Permitted Use:	Use of the site for the sole purpose of operating a K-12 English Language Development/High School Diploma/Independent Studies and Career Technical Education programs. Primary Clients 22 year old+ learners. Tenant is responsible for securing and complying with practices applicable and maintaining all its licenses and/or permits necessary, if any, for conducting a California public charter school. Tenant further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities. Tenant is responsible for securing and paying for any Oakland business license, and any permits/special permits as applicable for its permitted use. If Tenant desires to have a special event where catering is needed, Tenant understands that the Town Kitchen is the preferred onsite caterer at the facility. If Tenant desires to bring their own commercial vendors or provide their own food bought elsewhere (permissible with approval not unduly delayed from Landlord).
o.	Tenant's Liability Insurance:	$2,000,000 annual aggregate
p.	Interest on Late Payments:	Ten percent (10%) interest per annum (or the maximum rate permitted by law, if less) ("Overdue Rate") on outstanding balance due.
q.	Trash Pickup:	One (1) time per week on Wednesdays from the common trash dumpster. See Item Section 15 of the Lease.
r.	Address of Landlord:	Lao Family Community Development 2325 East 12th Street, Suite 226 Oakland, CA 94601, Attention: CEO (510) 533-8850 Office or (510) 694-0075 Property Mgt.

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s. Address of Tenant:

Any notice required or permitted under this Lease shall be deemed sufficiently given 72 hours after if sent by United States certified mail, return receipt requested, or if served in person or 24 hours if delivered via overnight Federal Express/UPS/Delivery Carrier addressed as follows:

Before Occupancy of the Premises by Tenant:
Highlands Community Charter School
1333 Grand Avenue, Sacramento, CA 95838
Attention: Murdock Smith, Executive Director/CEO

After Occupancy of the Premises by Tenant:
Highlands Community Charter School
1333 Grand Avenue, Sacramento, CA 95838
Attention: Murdock Smith, Executive Director/CEO

In each case with a
copy to:

_____
_____
_____
Attention: _____

Landlord and Tenant shall each have the right from time to time to change their respective notice address set forth in this Section 1 by written notice thereof to the other party.

2. Term.

A. Initial Term. Landlord hereby leases the Premises (as defined in Section 1.a) to Tenant, and Tenant hereby leases the same from Landlord, for the Initial Term (as defined in Section 1.d) beginning on (i) August 1, 2019, or (ii) such time as is mutually agreed to by the Landlord and Tenant , whichever is earlier (the "Commencement Date") and ending on July 31, 2022) following the Commencement Date. Landlord shall prepare, and Landlord and Tenant shall each sign and deliver to the other party hereto a signed counterpart of the Commencement Date Memorandum in substantially the form attached hereto as Exhibit C, which shall set forth the actual Commencement Date for all purposes of this Lease. The Initial Term, as extended by any and all exercised Option Period, as described below in Section 2.B, shall be defined herein as the "Term" of this Lease. Landlord shall use its best efforts to give Tenant possession as early as possible after the Effective Date. In this case, Landlord gave possession as of August 1, 2019.

B. Options to Extend. Prior to the expiration of the Term of the Lease, but no later than January 1, 2022, the Tenant may request to the Landlord an Option to Extend the Term of the Lease.

The base lease rates and terms will be negotiated at the time. The provisions of this Lease shall govern and be applicable to the Option Period, except as to the rate of Base Rent, which shall be adjusted during the Option Period pursuant to Section 3.B.ii-vi, as applicable, and

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any other provision of this Lease that is expressly applicable only to the Option Period. Within ninety (90) days of Tenant and Landlord agreeing on the Option, Landlord shall compute the Base Rent for the Option Term in question and shall give written notice of the Base Rent amount for such Option Term to Tenant together with a copy of the calculation of such Base Rent amount. Tenant shall pay to Landlord as Base Rent during each Option Period, in lawful money of the United States, commencing at the commencement date of such Option Period, in the amount set forth in the notice Landlord provided pursuant to this Section 2.B. for such Option Period.

3. Rent.

A. Payment of Rent. Landlord and Tenant agree that Tenant's obligation to pay Base Rent/CAM/Modified Full Service and Additional Rent (as defined below) shall start on the Commencement Date. Base Rent and Additional Rent shall collectively be referred to herein as "Rent."

i. After the Commencement Date, Tenant shall pay Base Rent on the first day of each calendar month during the Term, in advance, in the manner described below. If the Commencement Date occurs, or if the Term ends, on a day other than the first (or last) day of a calendar month, the Base Rent for any such partial month shall be prorated based on a thirty (30) day month. Notwithstanding the foregoing, Tenant shall pay Landlord the first month's Base Rent concurrently with execution and delivery of this Lease.

ii. After the Commencement Date, Tenant shall pay Landlord the first installment of Additional Rent on the first day of each calendar month during the Term, in advance based on the Initial Estimated Operating Expenses, in the manner described below. If the Commencement Date occurs, or if the Term ends, on a day other than the first (or last) day of a calendar month, the Base Rent for any such partial month shall be prorated based on a thirty (30) day month. Notwithstanding the foregoing, Tenant shall pay Landlord the first month's Additional Rent concurrently with execution and delivery of this Lease.

iii. All Rent shall be due and payable at the address of Landlord (see Section 1.r) or at such other place designated by written notice from Landlord to Tenant. Rent payments not paid within thirty (30) days from the date when due shall bear interest from the date due until paid at the annual rate of ten percent (10%) per annum, or the maximum rate permitted by law.

B. Base Rent.

i. Initial Term. The Base Rent shall be $2.50 per square foot per month for month 1 to month 12. Base Rent shall be adjusted to a maximum of 3% increase annually for month 13 to month 24 and a maximum of additional 3% increase annually per month for months 25 to 36.

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After the Initial Term, this Base Rent will be adjusted if the Tenant negotiates a new lease term with the Landlord on terms mutually agreed to by both parties in writing.

Option Period: Base Rent shall be adjusted once at the beginning of each year of the Option Period, this Base Rent increase during the Option period is based on CPI increase, if any, as compared to CPI for the preceding year (i.e., year 5).

C. Additional Rent.

i. Except as otherwise set forth in Section 3.C.iii., the Proportionate Share of Landlord's real property taxes, liability insurance and Common area Expenses of the Premises (collectively, the "Operating Expenses") shall comprise the Additional Rent to be paid by Tenant to the Landlord. The estimated monthly amount of Initial Estimated Operating Expenses for the first calendar year in which the Rent Commencement Date occurs is set forth in Section 1.e, which amount is subject to adjustment as set forth in this Lease. The Initial Estimated Operating Expenses for the first year is an estimate and subject to being updated with the actual Operating Expenses as described in Section 3.C. ii.

Additional Rent (CAM and Modified Full Service) Per the Proforma Expense dated March 1, 2019

ii. Subject to Section 3.C.i and Section 3.C.iii, Tenant shall pay to Landlord as the Additional Rent, Tenant's Proportionate Share of the Operating Expenses described in this Section, in the following manner:

1. Tenant shall pay monthly for Tenant's Pro Rata Share of Operating Expenses as reasonably estimated by Landlord. Any monies paid in advance to Landlord by Tenant shall not accrue interest thereon.

Sixty (60) days after the end of each quarter, Landlord shall deliver a statement to Tenant setting forth the difference between Tenant's actual Pro Rata Share of Operating Expenses (subject to Section 3.C.iii) and the total amount of the monthly payment paid by Tenant to Landlord.

Tenant shall thereafter pay to Landlord the full amount of any difference between Tenant's actual obligation over the total amount of Tenant's estimated payments within thirty (30) days after receipt of said statement; conversely, in the event Tenant's estimated payments exceeded Tenant's actual obligation, Landlord shall either refund the overpayment to Tenant or credit said overpayment against Tenant's Additional Rent obligation in the forthcoming year.

In the event this Lease expires on a date other than the end of a billing period, Tenant's obligation with respect to any amounts owed

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to Landlord shall survive the expiration of the Lease Term, and shall be invoiced to Tenant when the same have been accurately determined or, at Landlord's option, such amounts shall be reasonably estimated by Landlord to reflect the period of time the Lease was in effect during such billing period.

2. Any delay or failure of Landlord in (i) delivering any estimate or statement described in Section 3.C.ii.1., or (ii) computing or billing of Tenant's Pro Rata Share of Operating Expenses shall not constitute a waiver of its right to require an increase in Additional Rent, or in any way impair the continuing obligations of Tenant under this Section 3.C.

In the event of any dispute as to any Additional Rent due under this Section 3.C, Tenant and its employees, accountants, advisors, attorneys and consultants shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office.

If, after such inspection, Tenant still disputes such Additional Rent, upon Tenant's written request therefor, a certification as to the proper amount of all Operating Expense charges and the amount due to or payable by Tenant shall be made by an independent certified public accountant mutually agreed to by Landlord and Tenant. If Landlord and Tenant cannot mutually agree to an independent certified public accountant, then the parties agree that Landlord shall choose an independent certified public accountant to conduct the certification as to the proper amount of

all of Tenant's Pro Rata Share of Operating Expense charges due by Tenant for the period in question; provided, however, such certified public accountant shall not be the accountant who conducted Landlord's initial calculation of all Operating Expense charges to which Tenant is now objecting. Such certification shall be final and conclusive as to all parties. If the certification reflects that Tenant has overpaid Tenant's Pro Rata Share of Operating Expense charges for the period in question, then Landlord shall credit such excess to Tenant's next payment of such charges and conversely, if Tenant has underpaid Tenant's Pro Rata Share of Operating Expense charges, Tenant shall promptly pay such additional charges to Landlord.

Tenant and Landlord shall equally share the cost of such certification and the investigation with respect thereto unless it is determined that Landlord's original statement was in error in Landlord's favor by more than ten percent (10%), in which event Landlord shall be liable for all such costs.

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Tenant waives the right to dispute any matter relating to the calculation of Tenant's Pro Rata Share of Operating Expense charges or Additional Rent under this Section 3.C if any claim or dispute is not asserted in writing to Landlord within ninety (90) days after delivery to Tenant of the original billing statement with respect thereto.

Notwithstanding the foregoing, Tenant shall maintain strict confidentiality of all of Landlord's accounting records and shall not disclose the same to any other person or entity except for Tenant's professional advisory representatives (such as Tenant's employees, accountants, advisors, attorneys and consultants) with a need to know such accounting information, who agree to similarly maintain the confidentiality of such financial information

iii. The parties acknowledge and agree that Tenant is a Public Charter School. The Landlord has received a property tax welfare from property taxes based on Landlord's charitable purposes (however the sublease portion of the Premise to the Tenant maybe subject to and or be exempt from some level of property tax as the Tenant is a Public Charter School) if applicable. Tenant is responsible to file annual property tax welfare exemptions on the county's deadline and notify the Landlord and show proof of filing. Landlord will work with the county to obtain any adjustments to the property tax before any credit can be given.

The Landlord will work with the owner of the Premise to obtain/ maintain the Landlord's tax exemption for the overall Premises.

Tenant shall be responsible for its Pro Rata Share of the unsecured property taxes assessed on the sublease portion of the Facility, and the parties shall work together to calculate the resulting amount of Tenant's sublease portion in the Pro Rata Share of Operating Expenses.

For the avoidance of doubt, the amount of unsecured property taxes that would be assessed on the Premises if it does not receive a tax welfare exemption shall be considered for purposes of calculating the maximum amount of Tenant's Pro-Rata Share of Operating Agreements, but Tenant shall not have any obligation to pay such amount of taxes as long as the welfare exemption is maintained. The parties further acknowledge and agree that Tenant shall not be liable for any increase in real property taxes resulting solely from (a) improvements made by Landlord or other tenants of other parts of the Facility after the Commencement Date, or (b) the sale or transfer of the Facility by Landlord or Master Landlord.

4. Common Areas.

A. Common Areas. "Common Areas" as used in this Lease means the existing and future improvements to the Facility, including, without the second floor conference room #203, the kitchenette room #202, the outdoor recreational area by the basketball court

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(unless occupied by other tenants for a private event), parking areas, walkways, sidewalks, hallways, restrooms, loading areas, stairways, elevators and other generally understood public or common areas in the Facility. Tenant and Tenant's agents, employees and invitees shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants, invitees and residents of the Facility to use of the Common Areas. Landlord shall have the sole right to regulate the use of the Common Areas; provided that nothing shall restrict access to the Premises by Tenant and its agents, employees, contractors, invitees and guests.

B.

Common Area Expenses shall not include (and Tenant shall not be charged for) (1) the costs to repair or replace the Common Areas necessitated to comply with the Americans with Disabilities Act as such laws are in effect as of the Commencement Date and/or any and all structural aspects of the Facility, such as the roof and exterior walls. (2) The following is included in the calculation of experiences related to operating the Facility per Proforma March 1, 2019 which includes wages, salaries and fees of auditing and accounting personnel in connection with the Facility, whether fulltime or part-time; (3) payroll charges for personnel, such as unemployment and social security taxes, workers' compensation, health, accident and group insurance, and other so-called reasonable fringe benefits; (4) rental charges for office space specifically chargeable to the operation and management of the Facility; and (5) the cost of any labor saving devices that may, from time to time, be placed in operation as a part of Landlord's maintenance program. However, in the event there are revisions to the Americans with Disabilities Act following the Commencement Date and such revisions dictate that repairs or replacements be made to the Common Areas, Landlord shall perform such work and include the costs thereof in Common Area Expenses; provided, however, that any capital expenditure shall be amortized (including interest at market rates on the unamortized cost) over its reasonable useful life.

5. Security Deposit.

At the time of the Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum shown as Security Deposit in Section 1.m. The Security Deposit is to be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. In the event the Lease gets terminated prior to the Commencement Date, Landlord shall return any and all amounts deposited by Tenant within three (3) business days of the date the Lease was terminated.

If Tenant is in Default, Landlord can use the Security Deposit, or any portion of it, to cure the Default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's Default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the Security Deposit expended or applied by Landlord as provided in this Section 5 so as to maintain the Security Deposit in the sum initially deposited with Landlord. If Tenant is not in Default at the expiration or termination of this Lease, Landlord shall return the Security Deposit to Tenant within thirty (30) days of expiration or termination of this Lease. Landlord's obligations with respect to the Security Deposit are those of a debtor and not a trustee. Landlord will maintain the Security Deposit separate and apart from Landlord's general funds. Landlord shall not be required to pay Tenant interest on the Security Deposit.

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6. Use.

A. General Use Requirements. Notwithstanding anything in this Lease to the contrary, Tenant shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Should any regulation now or hereafter be imposed on Tenant by any governmental body relating to the use or occupancy of the Premises or the Common Areas by Tenant or any guest or invitee of Tenant or concerning occupational, health or safety standards for employers, employees, or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such regulations if such regulations relate to anything within the Premises or if compliance with such regulations is within the control of Tenant and applies to an area outside of the Premises.

B. Legal Use Compliance Requirements. Tenant shall use and occupy the Premises or any portion thereof, for uses in compliance with all applicable federal, state or local laws, statutes, ordinances, orders, rules, regulations and requirements.

C. New Markets Tax Credit Program Use Requirements. Tenant acknowledges that the Landlord utilized New Markets Tax Credit financing pursuant to Section 45D of the Internal Revenue Code of 1986, as amended (the "New Markets Tax Credit Program") to construct the Facility containing the Premises and consequently Tenant must abide by the following covenants described in this Section 6. Tenant shall use and occupy the Premises in compliance with the requirements of New Markets Tax Credit Program, all of which are incorporated herein by this reference. Tenant specifically acknowledges and agrees that it may not use or occupy the Premises or allow the use or occupancy of the Premises, or any portion thereof, by or for any of the following excluded businesses: (a) any trade or business consisting of the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises; (b) any trade or business the principal activity of which is "farming" (within the meaning of Section 2032A(e)(5)(A) or (B) of the Code; (c) any trade or business consisting predominantly of the development or holding of intangibles for sale or license; and (d) the ownership or rental to others of "residential rental property", as such term is defined under Section 168(e)(2) of the Code.

D. New Markets Tax Credit Community Impact & Fed. Dept. Health and Human Service First Source Hiring Office of Community Service Requirements. For so long as the Loans remain outstanding, and relating to certain reporting requirements imposed on Landlord by the Lender in connection therewith, Tenant agrees to endeavor to achieve the following:

(i) Provide job training and career opportunities to individuals whose households income is below eighty percent (80%) of the area median income ("Low Income Persons")

(ii) Work to provide internships and apprenticeships at the Premises for Low Income Persons;

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(iii) Hire at least twenty percent (20%) Low Income Persons, minorities, or local businesses to serve the workforce needs of the Tenant at the Premises;

(iv) Provide and improve access to important goods and services to Low Income Persons and within the low income community including but not limited to:

(v.) Strengthening and stabilizing low income communities throughout California as a result of the mission driven initiatives of the Tenant; and

(vi.) Educational and job training opportunities.
(vii.) First Source Hiring (LFCD OCS Funding requirement. Send job openings and opportunities to LFCD. LFCD will identify qualified candidates to refer to Tenant to review, consider for interview for opportunities and hire if qualified as determined by Tenant.)

Tenant agrees that Tenant shall reasonably cooperate with Landlord to document compliance with this Section by giving Landlord reasonable access to records maintained by Tenant regarding Tenant's operations, provided, however, that (i) Tenant will not be required to disclose any confidential or private information regarding its employees, operations or clients, and Tenant shall have reasonably determine of whether particular information is private or confidential ; (ii) Tenant will not be required to maintain or create records Tenant does not already collect in the ordinary course of business; and (iii) any requirement that Landlord has to file reports or complete paperwork regarding the New Markets Tax Credit Program shall be solely Landlord's obligation and at Landlord's expense.

E. Access to the Premises. Tenant and Tenant's agents, employees and invitees shall have access to the Premises, seven (7) days a week, twenty-four (24) hours per day. Landlord and Tenant to work out the process per the Landlord's Operating Procedures Rules.

7. Sublease and Assignment.

Tenant shall not sublease all or any part of the Premises, or assign this Lease in whole or in part without Landlord's written consent, which consent shall not be unreasonably conditioned, withheld or delayed. Tenant acknowledges and agrees that, for so long as the Loans are outstanding, (a) Landlord may be required to obtain the written consent of Lender pursuant to the loan documents evidencing the Loans (collectively, the "Loan Documents") in connection with a request for consent submitted by Tenant and (b) it shall not be unreasonable for Landlord to reject Tenant's request for consent if Lender rejects Landlord's request with respect to same.

8. Repairs.

A. Except as otherwise provided in Section 8.B, during the Term of this Lease, Tenant shall make, at Tenant's sole expense, all necessary repairs to the non-structural parts of the Premises, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Tenant shall be responsible for repairing (i) all interior lighting, (ii) interior electrical wiring systems, electrical fixtures, and electrical equipment exclusively serving

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the Premises, (iii) interior doors, locks and door closers of the Premises, (iv) all signage on the Premises, (v) security systems serving exclusively the Premises, (vi) all partitions, fixtures, equipment, interior painting, interior walls, and floor coverings of the Premises, (viii) all interior walls and interior doors of the Premises, and (viii) all glass, windows, window frames, window casements on or about the Premises. All repairs and work to be performed by Tenant shall be completed with materials and workmanship of the same character, kind and quality as the original thereof, and to the reasonable satisfaction of Landlord.

B. Landlord shall be responsible for repairing, maintaining and preserving, in good condition, the Property and the Facility, including, its structural portions, including the roof, all exterior walls, floors (as opposed to floor coverings), skylights, and the foundation of the Facility, its major mechanical systems, electrical, heating, ventilation, air condition system, plumbing and sewer systems, including those portions of such systems which are outside the Premises, gutters and downspouts on the Facility, the Common Area, and elevator service. All repairs and work to be performed by Landlord under this Lease shall be performed in a good and workmanlike manner, using new materials equivalent in quality to those used in the construction of the initial improvements to the Facility. All work shall be diligently prosecuted to completion. Upon completion by Landlord of such repairs and work, Tenant shall inspect or cause to be inspected the Premises and the repairs made thereon to ensure compliance with the standards set forth herein in connection with such repairs. In the event that Tenant determines that any repair was performed in a substandard condition or requires further repair or attention, Tenant shall notify Landlord in writing of the need to perform additional repairs and Landlord shall perform or cause to be performed such work as is reasonably necessary to address Tenant's concerns regarding said repair work and shall complete the same within ten (10) business days of written notice from Tenant regarding such additional repairs. Landlord shall ensure that all work is performed to current construction codes. Landlord shall cause each contractor and subcontractor to maintain all workers' compensation insurance required by law and liability insurance (including property damage) in amounts reasonable for the work to be performed or as may be reasonably required by Tenant.

9. <u>Alterations and Tenant Improvements</u>.

A. Tenant, at Tenant's sole expense, shall have the right following Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials and do not compromise the Facility in Landlord's sole determination. Notwithstanding the foregoing, Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the Term provided that all

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damage to the Premises caused by such removal shall be repaired by Tenant at Tenant's expense. Second floor material changes may only be to change the existing carpet.

B. Tenant shall be solely responsible for the payment of the following items:

Total Costs for any tenant improvements referenced in this Section 9B will be paid in advance to the Landlord, if the Tenant wishes for the Landlord oversee the work. Landlord can oversee the work completion and bid estimates; which the Tenant will approve in writing.

10. Property Taxes.

To the extent applicable, Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments pertaining to the Property coming due during the Term, and all personal property taxes with respect to Landlord's personal property, if any, on the Property. Tenant shall be responsible for paying all personal business equipment property taxes with respect to Tenant's personal business property at the Premises. Tenant shall also be responsible for paying all applicable taxes associated with the Tenant's leasehold interest in the Premises (ie including Tenant's personal business equipment leases).

11. Insurance.

A. Landlord shall maintain fire and extended coverage insurance on the Facility and the Premises in such amounts as Landlord shall deem appropriate or that Lender shall require.

B. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Facility with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord, San Antonio Neighborhood Resource Center, LLC, CARE Community Inc. a member of San Antonio Neighborhood Resource Center LLC, and Master Leaseholder Lao Family Community Development, and the Lenders shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Section 11.B. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Premises or the Facility.

C. Landlord and Tenant agree to cause the insurance companies issuing their respective insurances to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively, as long as the insurance is not invalidated by such waiver. If the waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant waive any right that either may have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

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12. Services and Utilities.

A. Landlord agrees to supply water, gas, light, heat, power, electricity, telephone and sewer connections to the Premises, including fiber optic cables to the main server room of the Facility. If separately metered or provided, Tenant shall be responsible for paying all water, gas, light, heat, power, electricity, telephone, sewer charges, and all other services supplied to or consumed on the Premises, and all taxes and surcharges thereon. If any other utility or service is not separately metered or provided, Tenant shall pay Tenant's proportionate share of charges for the utility or service as part of the Additional Rent. Tenant shall pay to Landlord Tenant's Proportionate Share of the cost of all utilities and services supplied to the Common Areas as part of the Additional Rent.

There shall be equitable adjustments made for those tenants in the Facility that are high utility users, such as the tenant operating a restaurant, the tenant(s) operating a restaurant training facility or tenants with showers and clothes washing machines.

B. Landlord shall provide heating, ventilation, air conditioning system, elevator service, and garbage removal for the Facility, including the Premises.

C. Landlord agrees to provide, during business hours and, upon notice from Tenant, outside of business hours, heating, ventilation and air conditioning in sufficient quantities and temperature to provide Tenant comfortable occupancy of the Premises and comfortable use of the Common Areas. The Facility shall be adequately lit at all times during the Term.

D. Landlord will provide (1) dedicated clicker for the parking lot gate, (2) dedicated parking spaces based on 1,704 sf lease premise, 1 basic set of building and suite keys, a main reception/info personnel during regular business hours, basic commercial janitorial for all bathrooms, lobby floor and CAM area floors, basic carpet vacuuming, sweeping and mopping janitorial in the Tenants office space, CAM and office garbage receptacle removal, lighting, main fire alarm monitoring, annual pest, fire extinguishers including annual examination and filling, elevator permit and maintenance, maintenance of common public areas, Landlord's portion of general liability and property insurance, annual exterior window cleaning, ground upkeep and repairs, maintenance and repair of bathrooms, a common mail room and common trash enclosure area outside.

E. Tenant to pay for its own server and internet data service if beyond the amount Landlord can give allowance for, alarm system in their units, telephone/fax in their units, copy/scanner machines if relevant, office supplies, any special locksmith, window treatments, painting and decorations, etc.

F. Tenant to obtain their own business license. Tenant to obtain their own general, liability, property and business equipment and other insurance relevant to their business. Tenant responsible to file their annual welfare tax exemption with the county for their property tax. Tenant is also responsible for paying their own employees.

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13. Signs.

Tenant's name and business identification shall be placed in the directory of the Facility in the lobby. Appropriate suite entrance signage will be installed by the Tenant at tenant's cost. If Tenant wants the Landlord can oversee installation and the cost will be passed on to the Tenant. Landlord will provide a style guide for Tenant. Tenant to provide logo and other information to the Landlord.

14. Entry.

Landlord shall have the right to enter upon the Premises at reasonable times, during normal business hours and after reasonable written notice (except in the event of a required emergency repair), to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Premises.

15. Janitorial.

Commercial janitorial of common spaces throughout the Facility and basic janitorial in the Tenant's Premises will be provided by the Landlord or Landlord's vendor. Interior cleaning of office spaces is at basic level. Landlord estimate it is 2-3 times a week and some items service is daily.

16. Facility Rules.

Tenant will comply with the rules of the Facility adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

17. Damage and Destruction.

A. If the Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects so as to render the same tenantable for Tenant's purposes, and if the damages cannot be repaired as reasonably determined by Landlord within two hundred seventy (270) days from the date of said casualty, this Lease shall terminate as of the date of such casualty. If the damages can be repaired within said two hundred seventy (270) days, and Landlord does not elect within ninety (90) days after the date of such casualty to repair same, then Tenant shall have the right to terminate this Lease as of the date of such damage by giving written termination notice to Landlord. In the event of any such termination, the parties shall have no further obligations to each other, except for those obligations accrued through the effective date of such termination; and, upon such termination, Tenant shall immediately surrender possession of the Premises to Landlord. Should Landlord elect to make such repairs, this Lease shall remain in full force and effect (except as otherwise provided in this Section 16), and Landlord shall proceed with all due diligence to repair and restore the Premises to a condition substantially similar to that condition which existed prior to such casualty (excluding Tenant's alterations, trade fixtures, equipment and personal property, which Tenant shall be required to restore). In the event the repair and restoration of the Premises extends beyond two hundred seventy (270) days after the date of such casualty due

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to causes beyond the control of Landlord, this Lease shall remain in full force and effect (except as otherwise provided in this Section 16), and Landlord shall not be liable therefor; but Landlord shall continue to complete such repairs and restoration with all due diligence. In the event of minor damage to any part of the Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this Section 16, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.

B. Tenant shall be relieved from paying Rent and other charges during any portion of the Term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant.

C. The provisions of this Section 16 extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

18. Default.

If default shall at any time be made by Tenant in the payment of Rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the Term ended and terminated and terminate Tenant's right to possession of the Premises by giving Tenant written notice of termination, and if possession of the Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use commercially reasonable efforts to mitigate its damages.

19. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the Term.

20. Condemnation.

A. If any legally, constituted authority condemns the entire Facility or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession (a "Taking"), and all Rent paid or payable hereunder

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shall be apportioned between Landlord and Tenant as of the date of such Taking. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation.

B. If any material portion, but less than all, of the Property, Facility or Premises becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to any Lender, then Tenant may terminate this Lease by delivering written notice thereof to Landlord within thirty (30) days after such Taking. All Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If this Lease is not so terminated, then Rent thereafter payable hereunder shall be abated for the duration of the Taking in proportion to that portion of the Premises rendered tenantable by such Taking for as long as, and to the extent that, such portion of the Premises is rendered tenantable.

C. Neither party shall have any rights in or to any award made to the other by the condemning authority.

21. Subordination, Nondisturbance, and Attornment.

A. Tenant's rights under this Lease shall subordinate to the interest of any lien of any deed of trust in force or later placed against the Property (including, without limitation, by Lender or any other lender of Landlord), upon any Facility placed later upon the Property and to all advances made upon the security thereof. With the exception of Lender and any Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing, executed by the Master Landlord for the benefit of the Lenders, no mortgagee or beneficiary named in a deed of trust shall disturb Tenant's peaceable possession of the Premises if Tenant is not in default under this Lease. Any mortgagee or beneficiary of Landlord may, at its option, subordinate its mortgage or deed of trust to this Lease.

This Section 20A. is self-operative, and no further documentation of Tenant's subordination and attornment is required; however, Tenant shall execute any customary subordination agreement requested by Landlord, or any mortgagor or beneficiary of Landlord upon written request (including without limitation Lender). Tenant shall accept performance of any of Landlord's obligations hereunder by any mortgagee or beneficiary of Landlord.

B. If any proceedings are brought for foreclosure, or if the power of sale under any deed of trust or deed to secure debt made by Landlord covering the Premises is exercised, Tenant shall attorn to the purchaser upon the foreclosure or sale and recognize the purchaser as the Landlord under this Lease.

C. Tenant agrees to make such reasonable modifications to this Lease as may be reasonably required in connection with the obtaining of financing or refinancing of the Facility or any portion thereof or interest therein, so long as such modifications do not change the economic terms hereof or materially affect Tenant's rights, increase Tenant's obligations, or reduce Landlord's obligations hereunder.

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D. Landlord agrees to provide a non-disturbance agreement, in form and substance reasonably satisfactory to Tenant, from all holders of superior positions to Tenant's interest under the Lease.

22. Indemnification.

A. Except to the extent caused by the gross negligence or willful misconduct of any Landlord Indemnified Party (as defined below) or a breach of this Lease or any applicable law, ordinance, rule, or regulation by a Landlord Indemnified Party, Tenant shall at all times relieve, defend, indemnify, protect, and hold harmless Landlord, officers, agents, consultants, counsel, employees and volunteers (each, a "Landlord Indemnified Party") from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Tenant (the "Landlord Claims"), for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of Landlord, its officers, agents, employees or volunteers, to the extent that such Landlord Claims arise from or are caused by (a) the operation, maintenance, use, or occupation of the Property by Tenant or its agents, officers, employees, licensees, concessionaires, permittees or any sub lessees, (b) the acts, omissions, misconduct or negligence of Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, or (c) the failure of Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees to observe and abide by any of the terms or conditions of this Lease or any applicable law, ordinance, rule, or regulation.

The obligation of Tenant to so relieve, indemnify, protect, and save harmless Landlord, officers, agents, consultants, counsel, employees and volunteers, shall continue during any periods of occupancy or of holding over by Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, beyond the expiration of the Term

B. Except to the extent caused by the gross negligence or willful misconduct of any Tenant Indemnified Party (as defined below) or a breach of this Lease or any applicable law, ordinance, rule, or regulation by a Tenant Indemnified Party, Landlord shall at all times relieve, defend, indemnify, protect, and hold harmless Tenant and its officers, agents, consultants, counsel, employees, volunteers, invitees, guests, licensees, permittees and sub lessees (each, a "Tenant Indemnified Party") from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Landlord (the "Tenant Claims"), for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of Tenant, its officers, agents, employees or volunteers, to the extent that such Tenant Claims arise from or are caused by the willful misconduct or gross negligence of Landlord, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees (other than Tenant). The obligation of Landlord to so relieve, indemnify, protect, and save harmless Tenant and its officers, agents, consultants, counsel, employees, volunteers, invitees, guests, licensees, permittees and sub lessees shall continue during any periods of occupancy or of holding over by Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, beyond the expiration of the Term.

C.

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23. Surrender of Property.

At the termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises, or any portion thereof, so terminated. Upon such termination the Premises, or any portion thereof, so terminated shall become the sole property of Landlord at no cost to the Landlord and shall be free of all liens and encumbrances and in "as-is, where-is" condition.

24. CASp Inspection.

In accordance with California Civil Code Section 1938, the Landlord hereby discloses to the Tenant that the Premises has not undergone an inspection by a "Certified Access Specialist" (CASp). The following provision is required to be included in this Lease pursuant to California Civil Code Section 1938:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject p remises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

In the event Tenant desires to cause a CASp inspection, then such inspection shall occur after the Lease Commencement Date, and, as between the Landlord and the Tenant, the Tenant shall be solely responsible for the costs of such inspections and the cost of making any repairs identified by such inspection; provided, however, any repair work is subject to all applicable requirements of this Lease.

25. Parking.

Tenant and Tenant's employees shall have access to (2) dedicated parking space identified as parking space #18 and #19 at the Facility and (1) Clicker. Replacement of a lost clicker is at a cost of $200 per clicker.

An additional eleven (11) public parking spaces at the Facility will be on a first come first serve basis. Beyond the Tenant's one (2) dedicated parking spaces, the Tenant has the option to enter into negotiations with the Landlord for the rental of additional designated parking spaces ($80 per space per month for additional parking. Limited availability).
Tenant may negotiate with the Landlord for additional clickers at ($200 per additional clicker. Limited availability). The Landlord will provide parking lot usage rules to all of the tenants closer to the time of Commencement Date.

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26. Brokers. – Check One

__X__ Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for a real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

_____ Tenant was shown the property by_____ who is a licensed real estate agent in the State of California from_____ Agency. Landlord and Tenant agree to abide by the signing party's listing agreement and to pay the commission amount specified.

27. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

28. Notice to Lender.

So long as the Lenders shall hold a lien on the Property, Tenant and Landlord each agree that, simultaneously with the giving of each other notice pursuant to this Lease, they shall also give a duplicate copy thereof to such Lenders, or their designated assigns.

29. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

30. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors, transferees and assigns.

31. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's written consent is required or desirable under this Lease. Tenant acknowledges and agrees that, for so long as the Loans remain outstanding, (a) Landlord may be required to obtain the written consent of Lender pursuant to the Loan Documents in connection with a request for consent by Tenant and (b) it shall not be unreasonable for Landlord to reject Tenant's request if Lender rejects Landlord's request with respect to the same.

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32. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at the Overdue Rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

33. Compliance with Law.

Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Property and/or Landlord, as the fee owner of the Property.

34. Final Agreement.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein, and terminates and supersedes all prior understandings or agreements on such subject matter. This Agreement may be modified only by a further writing that is duly executed by both parties.

35. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

36. Attorneys' Fees; Jurisdiction; Venue.

If any such action or proceeding shall be in Oakland, California. If any action, proceeding or arbitration is brought to enforce this Agreement or interpret any of its terms, the prevailing party in such action shall be entitled to recover from the non-prevailing party in addition to its costs and expenses (including, without limitation, its reasonable attorneys', accountants', experts', and consultants' costs, expenses and fees, court costs and investigative expenses prior to trial, at trial and on appeal). Each party to this Agreement consents to the jurisdiction of the courts of the State of California and the United States courts in the State of California and agrees that venue in any such action or proceeding shall be in Oakland, California.

37. Force Majeure.

Each party shall be excused from performing an obligation or undertaking provided for in this Lease for so long as such performance is prevented, delayed, retarded or hindered by an Act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strike, lockout, action of labor unions, requisitions, laws, or orders of government or civil or military authorities.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

LAO FAMILY COMMUNITY DEVELOPMENT, a California nonprofit public benefit corporation

By: _____

Name: KATHY GIAO ROTHBERG

Its: CEO

TENANT:

Highlands Community Charter School, a Public Charter School, a California nonprofit corporation

By: _____

Name: MURDOCK SMITH

Its: EXECUTIVE DIRECTOR

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EXHIBIT A

SITE PLAN

(SEE ATTACHED SITE PLAN)

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EXHIBIT B

LANDLORD'S WORK

The following work shall be completed by Landlord, at cost and expense, before the Commencement Date, using Facility standard materials and be prorated share to be reimbursed by the Tenant to the Landlord:

(i) Construct grind & seal floors at proportionate share for the 1,704 sf Tenant space.

Tenant's Total Cost: $4,123.68 ($2.42 sf x 1,704 sf.) for Highlands Community School Share Cost. The total area of work was 10,000 sf at $24,200.00

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SCHEDULE 1 TO LANDLORD'S WORK

Completed by Decking Around & Norcal

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EXHIBIT C

COMMENCEMENT DATE

MEMORANDUM

This Commencement Date Memorandum is made as August 1, 2019, by and between Lao Family Community Development Inc., as Landlord, and the Highlands Community School, as Tenant, with reference to that certain Tenant Sub-Lease Agreement (the "Lease"), dated as of August 1, 2019 by and between Landlord and Tenant for the leasing of certain premises (the "Premises") located at 2325 E. 12th Street in Oakland, CA 94601, as more particularly described in the Lease. Capitalized terms used but not defined herein shall have the meanings set forth for such terms in the Lease.

Suite #106 which is 1,704 square feet,
Total of 1 room at 1,704 sf

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Tenant hereby agree as follows:

1. The Commencement Date shall be August 1, 2019.

2. The Expiration Date of the Initial Term of the Lease shall be JULY 31, 2022.

3. Landlord and Tenant hereby further agree that the Lease is in full force and effect, and that the terms and provisions of the Lease shall remain unchanged.

4. In the event of any conflict or inconsistency between the terms and provisions of this Commencement Date Memorandum, the terms and provisions of this Commencement Date Memorandum shall prevail.

[SIGNATURES ON FOLLOWING PAGE]

LANDLORD:

By: _____

Name Printed: Kathy Chao-Rothberg

Title: Chief Executive Director

Date: 8/22/19

TENANT:

By: _____

Name Printed: Mubashir Sumra

Title: EXECUTIVE DIRECTOR

Date: 8/23/19

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SEVENTH AMENDMENT TO LEASE AGREEMENT

THIS Seventh Amendment to Lease Agreement, is made this 1st day of July 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Holy Cross Parish property located at 1321 Santa Anna Street, West Sacramento, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to expand the Premises and transfer responsibility for landscape maintenance; and

WHEREAS, on or about June 30, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the Lease term through June 30, 2019; and

WHEREAS, on or about June 30, 2019, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement to extend the Lease term through June 30, 2021; and

WHEREAS, on or about October 14, 2019, Landlord and Tenant entered into that certain Fourth Amendment to Lease Agreement to address shared use of and cost sharing for the maintenance of the playfield; and

WHEREAS, on or about October 1, 2020, Landlord and Tenant entered into that certain Fifth Amendment to Lease Agreement to further clarify the parties shared responsibility and funding for the maintenance of the playfield; and

WHEREAS, on or about July 1, 2021, Landlord and Tenant entered into that certain Sixth Amendment to Lease Agreement to extend the Lease Term and expand the Premises to include Classroom 2; and

WHEREAS, Tenant has requested an extension to the lease term and to provide for rents during the extended term, and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

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AGREEMENT

SECTION 1. TERMS

Effective July 1, 2021, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term. shall be replaced in its entirety with following:

"The term of this Lease shall be for eleven years, commencing on July 1, 2017 and ending on June 30, 2028. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1 Base Rent, the following shall be added to the end of paragraph 3.1:

"For the period July 1, 2023 through June 30, 2024 Tenant shall pay to Landlord the sum of Seven Thousand, and Forty-Three Dollars ($7,043.00) per month.

For the period July 1, 2024 through June 30, 2025 Tenant shall pay to Landlord the sum of Seven Thousand, Three Hundred and Forty-Four Dollars ($7,344.00) per month.

For the period July 1, 2025 through June 30, 2026 Tenant shall pay to Landlord the sum of Seven Thousand, Six Hundred and Fifty-Four Dollars ($7,654.00) per month.

For the period July 1, 2026 through June 30, 2027 Tenant shall pay to Landlord the sum of Seven Thousand, Nine Hundred and Seventy-Four Dollars ($7,974.00) per month.

For the period July 1, 2027 through June 30, 2028 Tenant shall pay to Landlord the sum of Eight Thousand, Three Hundred and Three Dollars ($8,303.00) per month."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Seventh Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corp. sole

By: Rev. Christopher R. Frazer

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corporation

By: Murdoch Smith

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Its: Vicar General

Its: Executive Director

Pastor of Holy Cross Parish-West Sacramento,
A Corporation sole

1/18/24

By: Rev. Jhay B. Galeon, Pastor/Incumbent

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SIXTH AMENDMENT TO LEASE AGREEMENT

THIS Sixth Amendment to Lease Agreement, is made this 1st day of July 2021, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Holy Cross Parish property located at 1321 Santa Anna Street, West Sacramento, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to expand the Premises and transfer responsibility for landscape maintenance; and

WHEREAS, on or about June 30, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the Lease term through June 30, 2019; and

WHEREAS, on or about June 30, 2019, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement to extend the Lease term through June 30, 2021; and

WHEREAS, on or about October 14, 2019, Landlord and Tenant entered into that certain Fourth Amendment to Lease Agreement to address shared use of and cost sharing for the maintenance of the playfield; and

WHEREAS, on or about October 1, 2020, Landlord and Tenant entered into that certain Fifth Amendment to Lease Agreement to further clarify the parties shared responsibility and funding for the maintenance of the playfield; and

WHEREAS, Tenant has requested to extend the lease term and expand the Premises to include Classroom 2, and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective July 1, 2021, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 1.0 Description of Premises. shall be replaced in its entirety with following:

"Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: (1) Classrooms 1, 2, 5, 6, 7, and 8; the School Office and (2) the Kinder Room located at the south

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end of the gymnasium building; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 1321 Santa Anna Street, West Sacramento, California 95605 (herein, the "Premises"). All other facilities at the Holy Cross Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

B. Paragraph 2.0 Term. shall be replaced in its entirety with following:

"The term of this Lease shall be for six years, commencing on July 1, 2017 and ending on June 30, 2023. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

C. Paragraph 3.1 Base Rent, shall be replaced in its entirety with following:

"For the period July 1, 2017 through September 30, 2017 Tenant shall pay to Landlord during the term of this Lease Base Rent of Five Thousand, Two Hundred, and Fifty Dollars ($5,250.00) per month.

For the period October 1, 2017 through June 30, 2021 Tenant shall pay to Landlord during the term of this Lease Base Rent of Six Thousand Dollars ($6,000.00) per month.

For the period July 1, 2021 through June 30, 2023 Tenant shall pay to Landlord during the term of this Lease Base Rent of Six Thousand, Seven Hundred, and Fifty Dollars ($6,750.00) per month."

D. Paragraph 4.2.1 shall be replaced in its entirety with following:

"Landlord shall have access to and use of that portion of the Premises which is classrooms 1, 2, 5,6,7,8; the School Offices; and the Kinder Room; Monday through Friday from 8:00 a.m. to 9:00p.m. Notwithstanding this, Classrooms 5 and 6 shall be made available to Landlord for religious education classes on Wednesdays and Fridays for ninety (90) minutes after 5:30 PM on such days; and the start times on such days may vary and shall be coordinated between Landlord and Tenant as necessary."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Fifth Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corp. sole

Christoph Frazer

By: Rev. Christopher R. Frazer
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corporation

By: Murdoch Smith
Its: Executive Director

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Pastor of Holy Cross Parish-West Sacramento,
A Corporation sole

Jacobo A. Caceres

By: Rev. Jacobo Caceres, Pastor/Incumbent

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FIFTH AMENDMENT TO LEASE AGREEMENT

THIS Fifth Amendment to Lease Agreement, is made this 1st day of October 2020, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Holy Cross Parish property located at 1321 Santa Anna Street, West Sacramento, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to expand the Premises and transfer responsibility for landscape maintenance; and

WHEREAS, on or about June 30, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the Lease term through June 30, 2019; and

WHEREAS, on or about June 30, 2019, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement to extend the Lease term through June 30, 2021; and

WHEREAS, on or about October 14, 2019, Landlord and Tenant entered into that certain Fourth Amendment to Lease Agreement to address shared use of and cost sharing for the maintenance of the playfield; and

WHEREAS, Tenant has requested to modify responsibilities for maintenance of landscaped areas and the cost sharing for such, and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective August 1, 2020, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 26.0 Landscape Maintenance. Shall be replaced in its entirety with following:

"Landlord and Tenant shall share in the responsibility for Landscape Areas identified on Exhibit A, including the Playfield, in such proportion as is agreed to from time to time; and in addition Tenant shall contribute Three-Thousand ($3,000.00) dollars per month toward Landlord's landscape maintenance efforts."

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SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Fifth Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Pastor of Holy Cross Parish-West Sacramento,
A Corporation sole

By: Rev. Jacobo Caceres, Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corporation

By: Murdoch Smith
Its: Executive Director

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REVISED EXHIBIT A



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FOURTH AMENDMENT TO LEASE AGREEMENT

THIS Fourth Amendment to Lease Agreement, is made this 14th day of October 2019, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Holy Cross Parish property located at 1321 Santa Anna Street, West Sacramento, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to expand the Premises and transfer responsibility for landscape maintenance; and

WHEREAS, on or about June 30, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the Lease term through June 30, 2019; and

WHEREAS, on or about June 30, 2019, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the Lease term through June 30, 2021; and

WHEREAS, Tenant has requested to improve Landlord's playfield and to have shared use of such playfield, and proposes to share in the cost of its upkeep, and Landlord is amenable to such;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective October 14, 2019, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 4.6 shall be renamed Paragraph 4.7.

B. A new Paragraph 4.6 shall be inserted as follows::

"Tenant shall have use of Landlord's Playfields as such are depicted on the Second Amended Exhibit A which is attached hereto. Tenant's use of the Playfields shall be subject to Landlord's priority use for its guests and invitees as Landlord may require from time to time, and shall not include the hours of Monday through Friday 10:00 am to 2:00 pm. Landlord and Tenant shall agree to a schedule of use monthly and shall cooperate with each other to facilitate each others use of Landlord's Playfields."

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C. Paragraph 6.2 Alterations. Shall be replaced in its entirety with the following:

"Any alterations desired by Tenant shall be at the sole cost and expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord shall cause a termination of this Lease. Notwithstanding the foregoing, Landlord approves of Tenant improving Landlord's playfields by installing a new turf field at Tenant's sole cost and expense."

D. Paragraph 26.0 Landscape Maintenance. Shall be replaced in its entirety with following:

"Landlord shall maintain the Landscape Areas as identified on Exhibit A. Tenant shall contribute Three-Thousand Eight-Hundred and Eighty ($3,880.00) dollars per month toward landscape maintenance performed by Landlord."

E. Exhibit A shall be replaced in its entirety with the attached Second Amended Exhibit A.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Fourth Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corp. sole

By: Rev. Michael D. Vaughan
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corporation

By: Murdoch Smith
Its: Executive Director

Pastor of Holy Cross Parish-West Sacramento,
A Corporation sole

By: Rev. Jacobo Caceres, Pastor/Incumbent

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SECOND AMENDED EXHIBIT A



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THIRD AMENDMENT TO LEASE AGREEMENT

THIS Third Amendment to Lease Agreement, is made this 30th day of June 2019, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Holy Cross Parish property located at 1321 Santa Anna Street, West Sacramento, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to expand the Premises and transfer responsibility for landscape maintenance ; and

WHEREAS, on or about June 30, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the Lease term through June 30, 2019; and

WHEREAS, Tenant has requested to extend the Lease term an additional two years.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective June 30, 2019, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term. shall be replaced in its entirety with following:

> "The term of this Lease shall be for four years, commencing on July 1, 2017 and ending on June 30, 2021. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect

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and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Third Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corp. sole

By: Rev. Michael D. Vaughan
Its: Vicar General

Pastor of Holy Cross Parish-West Sacramento, a Corporation sole

By: Rev. Jacobo Caceres, Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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SECOND AMENDMENT TO LEASE AGREEMENT

THIS Second Amendment to Lease Agreement, is made this 30th day of June 2018, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Holy Cross Parish property located at 1321 Santa Anna Street., West Sacramento, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to expand the Premises and transfer responsibility for landscape maintenance ; and

WHEREAS, Tenant has requested to extend the Lease term an additional one year;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective June 30, 2018, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term. shall be replaced in its entirety with following:

> "The term of this Lease shall be for two years, commencing on July 1, 2017 and ending on June 30, 2019. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Second Amendment shall control.

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LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corp. sole

By: Rev. Michael D. Vaughan
Its: Vicar General

Pastor of Holy Cross Parish-West Sacramento, a Corporation sole

By: Rev. Jacobo Caceres, Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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FIRST AMENDMENT TO LEASE AGREEMENT

THIS First Amendment to Lease Agreement, is made this 30th day of September 2017, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2017, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Holy Cross Parish property located at 1321 Santa Anna Street., West Sacramento, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, Tenant has requested to lease an additional classroom and to shift the task of landscape maintenance to Landlord, and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective October 1, 2017, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 1.0 Description of Premises. shall be replaced in its entirety with following:

"Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: (1) Classrooms 1, 5, 6, 7, and 8; the School Office and (2) the Kinder Room located at the south end of the gymnasium building; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 1321 Santa Anna Street, West Sacramento, California 95605 (herein, the "Premises"). All other facilities at the Holy Cross Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

B. Paragraph 3.1 Base Rent, shall be replaced in its entirety with following:

"Tenant shall pay to Landlord during the term of this Lease Base Rent of Six Thousand Dollars ($6,000.00) per month."

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C. Paragraph 4.2.1 shall be replaced in its entirety with following:

"Landlord shall have access to and use of that portion of the Premises which is classrooms 1,5,6,7,8; the School Offices; and the Kinder Room Monday through Friday from 8:00 a.m. to 9:00 p.m. Notwithstanding this, Classrooms 5 and 6 shall be made available to Landlord for religious education classes on Wednesdays and Fridays for ninety (90) minutes after 5:30 PM on such days; and the start times on such days may vary and shall be coordinated between Landlord and Tenant as necessary.

D. Paragraph 26.0 Landscape Maintenance. shall be replaced in its entirety with following:

"Landlord shall maintain the Landscape Areas as identified on Exhibit A. Tenant shall contribute Eight-Hundred and Eighty ($880.00) dollars per month toward landscape maintenance performed by Landlord."

E. Exhibit A shall be replaced in its entirety with the attached Exhibit A.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this First Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corp. sole

By: Most Rev. Myron J. Cotta
Its: Vicar General

Pastor of Holy Cross Parish-West Sacramento, a Corporation sole

By: Rev. Jacobo Caceres, Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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LEASE AGREEMENT

This Lease Agreement entered into as of July 1, 2017, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Cross Parish, West Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: (1) Classrooms 5, 6, 7, and 8; the School Office and (2) the Kinder Room located at the south end of the gymnasium building; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 1321 Santa Anna Street, West Sacramento, California 95605 (herein, the "Premises"). All other facilities at the Holy Cross Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for one year, commencing on July 1, 2017 and ending on June 30, 2018. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease Base Rent of Five-Thousand, Two-Hundred, and Fifty Dollars ($5,250.00) per month.

3.2 Additional Rent. None.

3.3 Payment of Base Rent. Base Rent shall be payable monthly in advance to Landlord, on or before the first day (1st) of the month at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

3.4 Payment of Additional Rent. None.

3.5 Rent Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Ten Thousand, Five Hundred Dollars (10,500.00) representing the first and last months' Base Rent.

3.6 Application of Rent Deposit. Upon default by Tenant under this Lease, Landlord may apply the last month's rent to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of

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this application from Landlord, Tenant shall pay to Landlord an amount equal to that applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the tenth (10th) day of the month. Late fees may be assessed at five percent (5%) of the past due amount at the sole discretion of Landlord after the tenth (10th) day of the month.

4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate General Equivalency Diploma classes, English Second Language classes for adult students, Citizenship classes, Early Childhood Development Courses, and to provide child care services for children of those adult students while they attend classes; and no part of the Premises and appurtenant grounds shall be used for any different purpose and no part of the Premises (or additional areas that Tenant may have access to under paragraph 4.3, 4.4, and 4.5 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Landlord shall have access to and use of that portion of the Premises which is classrooms 5,6,7,8; the School Offices; and the Kinder Room Monday through Friday from 8:00 a.m. to 9:00 p.m. Notwithstanding this, Classrooms 5 and 6 shall be made available to Landlord for religious education classes on Wednesdays and Fridays for ninety (90) minutes after 5:30 PM on such days; and the start times on such days may vary and shall be coordinated between Landlord and Tenant as necessary.

4.2.2 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

4.3 During its hours of operation as described in paragraph 4.2 above, Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the School Restrooms as depicted on Exhibit A and also the bathrooms located in the Gymnasium Building, also as depicted on Exhibit A.

4.4 Tenant and Tenant's guests shall be allowed to use the parking area as identified on Exhibit A. Tenant and Tenant's guests shall not park vehicles, nor pick-up or drop-off in any other area of the Holy Cross Parish.

4.5 During its hours of operation as described in paragraph 4.2 above, Tenant shall have

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shared use with Landlord and Landlord's employees, guests, and invitees of the Play Structure Area as depicted on Exhibit A.

4.6 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional areas set forth in paragraphs 4.3, 4.4, and 4.5 above, it will restore those additional areas to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students or other invitees at all times while in the classrooms or on the Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the Holy Cross Parish facilities at any time.

5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit B and is included by reference herein.

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6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems (if any), provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that arise out of the direct use by Tenant and/or the acts of Tenant's students, employees, agents, or invitees. All shared common areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord, shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of three million dollars ($3,000,000) and automobile liability insurance with a minimum per accident limit of three million dollars ($3,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under this Lease Agreement. Said general liability insurance shall include coverage for claims arising from sexual abuse of minors. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole, and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be

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excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without 30 days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under paragraph 4.3 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or

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seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

10.3 to continue this Lease in force or to terminate it at any time;

10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such

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consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not place or permit to be placed in, upon, about, or outside the Premises any sign, notice, drapes, shutters, blinds, or display of any kind without the prior written consent of Landlord in its sole discretion. Notwithstanding the foregoing, Tenant shall be allowed to place a sign on the fence in the location identified on Exhibit A, such sign content to be approved by Landlord in its reasonable discretion.

16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term or option extending the Lease Term. Any holding over shall not constitute a renewal or extension.

17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however. have the right to claim and recover, from the condemning authority only, but not from Landlord, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons,

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religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorneys fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease Term or extension, then Tenant shall pay any taxes assessed against the leased Premises and any personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall

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be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

20.1 To Landlord: Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to: Pastor
Holy Cross Parish
1321 Anna Street
Sacramento, CA 95605

20.2 To Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

25.0 Janitorial Services. Tenant shall be responsible for providing janitorial services to the Premises at Tenant's sole cost.

26.0 Landscape Maintenance. Tenant shall maintain the Landscape Areas as identified on Exhibit A at its sole cost.

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27.0 Security Guard Services. Tenant shall provide licensed security guard services at its sole cost during those hours of operation when Landlord's CFF Classes coincide with Tenant's adult classes which are generally in the evenings on Monday, Wednesday, and Friday.

28.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only. Such utilities charges will include sewer, water, gas, electricity, and garbage.

29.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

30.0 Mediation and Arbitration of Disputes.

30.1 Subject to subsection 30.2 below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

30.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or

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non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

31.0 Entire Agreement. This Lease, together with the attached Exhibit A and B, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

32.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

33.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

34.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole

By: Most Rev. Myron J. Cotta

Its: Vicar General

Pastor of Holy Cross Parish, West Sacramento,
a corporation sole

By: Rev. Jacobo Caceres

Its: Pastor/Incumbent

TENANT:

Highlands Charter School, Inc., a California
non-for-profit corporation

By: Murdoch Smith

Its: Executive Director

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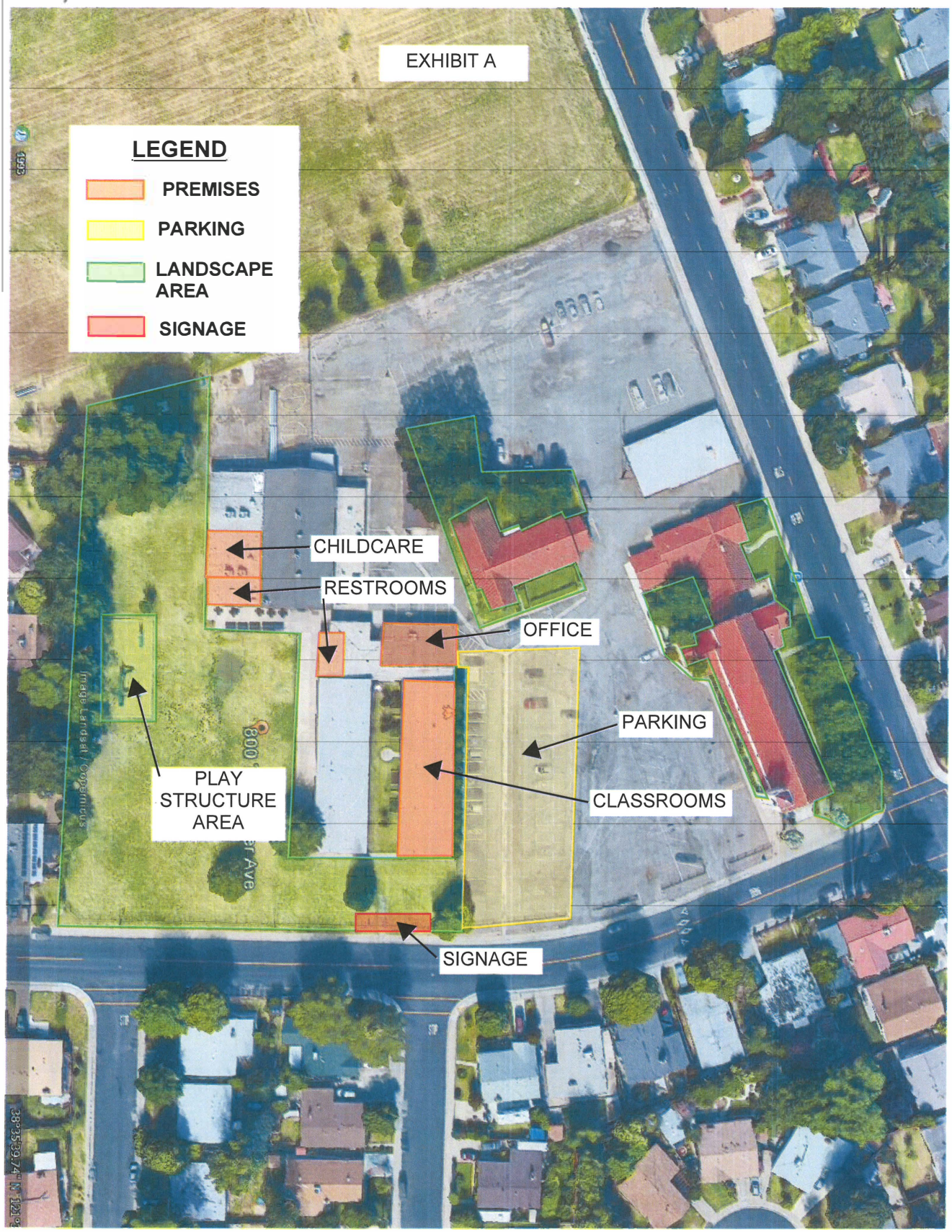

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EXHIBIT B

Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento

1.0 Introduction.

1.1 The churches, schools, halls, buildings, and grounds of the parishes and diocesan facilities in the Diocese of Sacramento represent an important element of the patrimony of the Church. The People of God in the Diocese of Sacramento, over many generations, have lovingly shared their temporal resources with the Church in order to ensure that the ministry of the Church would continue to flourish, that there shall always be adequate means to provide for the pastoral care of souls, and that the Gospel may be proclaimed in full fidelity with the Truth to all people living in the territory of the Diocese. The care and stewardship over these resources is vouchsafed in the Diocesan Bishop and the pastors who collaborate in his ministry throughout the Diocese.

1.2 Church buildings and grounds are more than mere structures. They are visual and tangible symbols of the Church, the Temple of the Holy Spirit. This is particularly true of parish churches and parish facilities, for it is in the parishes that the Catholic faithful gather regularly around the altar of the Lord to celebrate the Paschal mystery of the Eucharist. Thus, mindful of centrality of the altar to the life of our parishes and our Diocese, it is a matter of considerable pastoral importance that our parish churches, halls, schools, buildings, grounds, and diocesan facilities be used at all times in a manner consistent with their sanctified nature, as visible symbols of the Church.

1.3 Therefore, the Bishop of Sacramento, consistent with his pastoral and episcopal obligation to faithfully steward the patrimony of the Church in the Diocese of Sacramento has promulgated this Policy Regarding the Use of Diocesan and Parish Facilities and directs all pastors, parochial administrators, Newman Center directors, and lay employees and volunteers responsible for the use of diocesan and parish facilities to implement and comply with this Policy.

2.0 Use of Diocesan and Parish Facilities.

2.1 Use of diocesan and parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities.

2.2 Any use of diocesan and parish facilities that is incompatible with the religious and liturgical character of diocesan and parish facilities is prohibited.

2.3 Any use of diocesan and parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is prohibited.

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2.4 No event or activity shall be permitted to occur at diocesan or parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church.

2.5 The use of churches, oratories, and chapels must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

2.6 Pastors shall implement and apply this Policy with regard to their respective parish facilities using their best pastoral judgment and shall implement and employ appropriate procedures and measures to ensure that this Policy is uniformly and consistently applied. In the event of any ambiguity, the Bishop of Sacramento shall serve as the final arbiter as to the application of this Policy to particular facts and circumstances.

3.0 Initial Request to Use Parish or Church Facilities and Review of Such Requests.

3.1 Any individual, group, or organization requesting to use or to rent a parish or diocesan facility must, prior to consideration of their request, complete a form questionnaire regarding the nature of the event proposed to be held at the diocesan or parish facility and seeking information regarding the individual, group, or organization. The Diocese shall prepare the form questionnaire and shall provide a copy of the questionnaire in English and Spanish to each parish in a form that can be reproduced for use.

3.2 Parish groups, which have been approved by the parish pastor, and diocesan organizations, which are listed in the *Diocese of Sacramento Directory* published by the Diocese of Sacramento or the *Official Catholic Directory* published by P.J. Kenedy & Sons, shall not be required to complete a form questionnaire prior to requesting to use or rent parish or diocesan facilities.

3.3 The Pastor, in the case of parishes, or the Vicar for Temporalities, in the case of the Diocese, shall review the responses provided by applicants on the questionnaires and determine whether the event proposed would be an appropriate use of parish or diocesan facilities under this Policy and whether the applicant individual, group, or organization would be an appropriate user or renter, under the terms of this Policy, to use such facilities. Copies of these questionnaires shall be retained with the business records of the parish and/or the Diocese.

3.4 If the Pastor or Vicar for Temporalities determines that the request is not appropriate under this Policy, he shall promptly notify the applicant that the requested facilities are not available for use or rent.

3.5 If the Pastor or Vicar for Temporalities determines that the request is appropriate under this Policy, he shall cause a Facilities Use Agreement to be sent to the requesting party for execution. The Diocese shall prepare a form Facilities Use Agreement for this purpose and shall

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provide a copy of the Facilities Use Agreement in English and Spanish to each parish in a form that can be reproduced for use.

4.0 Inappropriate Groups and Organizations.

4.1 Any organization or group which, by word or conduct, teaches, advocates, or otherwise promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings shall not be permitted to use or rent diocesan or parish facilities.

4.2 Organizations or groups that would be unsuitable to use or rent diocesan or parish facilities for events would include, but not be limited to, those that:

4.2.1 Promote, advance, or advocate racial, ethnic, sexual, or religious discrimination.

4.2.2 Promote, advance, or advocate anti-Catholicism, anti-Catholic biases, or are directly or indirectly hostile to the Catholic Church, the Catholic clergy, or Catholic people in general.

4.2.3 Engage in partisan political activity as the principal purpose of the group or organization, including political parties, political candidate committees, partisan political clubs or committees, and the like.

4.2.4 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Culture of Life, including any group or organization that directly or indirectly promotes, advocates, or engages in activities related to abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment.

4.2.5 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Church's teachings and beliefs regarding the sanctity of marriage, the call to sexual abstinence and chastity outside marriage, and the centrality of family life as a cultural cornerstone, including groups or organizations that promote or advocate, directly or indirectly, sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," the adoption and/or placement of children in anything other than a traditional family setting, and the like.

4.2.6 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Magisterium of the Catholic Church, the Deposit of Faith, the teachings of the Second Vatican Council, or authentic Catholic theology, as determined by the pastor and the Bishop of Sacramento, including such groups or organizations that deny, refute, ridicule, or condemn the fundamental Truths of the Catholic faith. This shall exclude the use, with the permission of the Bishop, of parish and diocesan facilities for worship or religious services by other Christian denominations on an ad hoc basis.

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4.2.7 Promote, advance, or advocate secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.

4.2.8 Promote, advance, or advocate the abuse of alcohol or the use of narcotics or other controlled substances.

4.2.9 Promote, advance, or advocate violence or the use of force to resolve social, political, or religious problems.

4.3 With regard to outside organizations and groups, any questions regarding the propriety of permitting such groups to use or rent parish or diocesan facilities under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental.

5.0 Inappropriate Events or Activities.

5.1 Any event or activity that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church shall not be permitted at parish or diocesan facilities.

5.2 Events or activities that would be unsuitable would include, but not be limited to, any event or activity that directly or indirectly relates to the advocacy or promotion of, or cooperation with:

5.2.1 Racial, ethnic, sexual, or religious discrimination.

5.2.2 Anti-Catholicism or anti-Catholic biases.

5.2.3 Partisan political activity of any kind, direct or indirect.

5.2.4 Abortion, euthanasia, assisted suicide, contraception, voluntary sterilization, or capital punishment.

5.2.5 Sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," and the adoption and/or placement of children in non-traditional family settings.

5.2.6 The denial, refutation, ridicule, or condemnation of the fundamental Truths of the Catholic faith.

5.2.7 The paring back of religious freedom rights or the restriction of religious liberty and liberty of conscience.

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5.2.8 The abuse of alcohol and the use narcotics or other controlled substances.

5.2.9 Violence or the use of force to resolve social, political, or religious problems.

5.3 With regard to outside organizations and groups, any questions regarding the propriety of any event or activity under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental of diocesan or parish facilities.

6.0 Conditions of Use.

6.1 The religious character and nature of diocesan and parish property must, at all times, be respected by those individuals, groups, and organizations using diocesan and parish facilities. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

6.2 All individuals, groups, and organizations must comply with the Diocese of Sacramento's safe environment policies and procedures in all activities in which children or young people are present. Adequate supervision and security must be provided for at all times with regard to the presence of children and young people on diocesan and parish property.

6.3 Any individual, group, or organization using or renting diocesan or parish facilities must provide an endorsed policy of general liability insurance applicable to the event, naming the Diocese and the Parish as an additional named insured and providing coverage limits in an amount as prescribed by the Diocesan Finance Department.

6.4 Individuals, groups, or organizations using or renting parish facilities must expressly agree to follow the directives of the parish pastor, or his designees, regarding the use of the facilities and must do so when using or renting the facility.

6.5 Any individual, group, or organization using or renting diocesan or parish facilities must provide appropriate and adequate security, at their own expense, during their activities or events. The pastor shall designate the level of security services required with regard to the use of parish facilities. The Vicar for Temporalities shall designate the level of security services required with regard to the use of diocesan facilities.

Approved and promulgated the 13th day of March in the year 2006 at the Pastoral Center, Sacramento, California.

WILLIAM K. WEIGAND
Bishop of Sacramento

In witness whereof:

Rev. Blaise Berg
Rev. Blaise Berg, S.T.D.
Vice-Chancellor

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031 - 1111 Howe Ave Multiple Suites.pdf

SEVENTH AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017,
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Seventh Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. PREMISES:

Pursuant to the 5th and 6th Amendment to the Lease, Lessee and Lessor agree that Suite 610, containing approx. 3,872 Rentable Square Feet, was not calculated as part of the overall Rentable Square Footage of the defined Premises. Therefore, the 25,479 RSF as stated in the first paragraph of Section 1 of the Sixth Amendment shall hereby be amended to 29,351 RSF. The deletion of Suite 550 containing approx. 949 RSF was thereby deleted, and the resulting Current Premises as defined in the first paragraph of Section 1 of the Sixth Amendment and is hereby amended to be approx. 28,402 RSF.

The Expansion Premises, as defined in the Sixth Amendment, is 11,814 RSF. Therefore, the parties agree that the Premises shall hereby be defined as Suites 115, 445, 450, 455, 460, 505, 510, 540, 555, 575, 595, 610, 630, 645 and 655, as further defined below. Therefore, the Premises is hereby amended from approx. 36,344 RSF to approx. 40,216 RSF in total:

Suite	RSF
115	2,479
450	1,896
445	2,860
455	1,535
460	4,083
505	3,457
510	3,049
540	2,786
555	1,192
575	832
595	1,363
610	3,872
630	3,774
645	1,133
655	5,905
Totals:	40,216

2. MONTHLY BASE RENT SCHEDULE:

The Base Rent Schedule calculations for the Expansion Premises pursuant to the Sixth Amendment to Lease inadvertently did not include the agreed upon real estate commission payable by Lessor for Newmark Commercial Real Estate in the amount of $13,164.03. The Monthly Base Rent Schedule for the Expansion Premises pursuant to the Sixth Amendment should have been calculated based on $1.64 RSF/month to compensate Lessor for the payment of the real estate commission due to Newmark Commercial Real Estate.

Therefore, the parties agree that the Monthly Base Rent Schedule shall be amended as follows:

Monthly Base Rent Schedule:	Current Premises:	Rate RSF/MO	Expansion Premises:	Rate RSF/MO	Total Monthly Base Rent:
May 1, 2025 - August 31, 2025:	$47,833.50	$1.68	$19,374.96	$1.64	$67,208.46
September 1, 2025 - March 31, 2026:	$48,324.10	$1.70	$19,375.00	$1.64	$67,699.10
April 1, 2026 - August 31, 2026:	$49,305.30	$1.74	$19,956.00	$1.69	$69,261.30
September 1, 2026 - March 31, 2027:	$49,795.90	$1.75	$19,956.00	$1.69	$69,751.90

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3. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted to 38.77% effective June 1, 2025.

4. **PARKING:**

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted to utilize up to one hundred-eighty parking spaces (180 based on a 4.5:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

5. **TENANT IMPROVEMENTS:**

Pursuant to the Sixth Amendment to Lease, Lessee has agreed to postpone the Lessor Work required for Suites 510 and 610 to a later date to be determined by Lessee.

Therefore, Lessor, at Lessor's sole cost, shall substantially complete the following Lessor Work to Suites 510 and 610 as described in the Sixth Amendment to Lease within Fifteen (15) Days from Lessor receiving written notice from Lessee to proceed with such Lessor Work.

In no event shall Lessor be required to perform any Lessor Work for Suites 510 and 610 any time after January 1, 2026.

AGREED AND ACCEPTED:

LESSOR: **Ethan Conrad**
an individual

DocuSigned by:
By: Ethan Conrad
A5A6A4EFFA9B4D3...
Ethan Conrad

Date: 07/07/2025

AGREED AND ACCEPTED:

LESSEE: **Highlands Community Charter and Technical School**
a non-profit organization

Signed by:
By: Bill McGuire
8CE05B9[illegible]
William McGuire, Executive Director

Date: 6/30/2025

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REVISED

SIXTH AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017,
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Sixth Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **PREMISES:**

The Premises currently consists of Suites 115, 445, 455, 505, 550, 555, 575, 595, 610, 630, 645 and 655, containing approx. 25,479 Rentable Square Feet Effective May 12, 2025, Suite 550 shall be deleted from the Premises, consisting of 949 Rentable Square Feet, therefore resulting in approx. 24,530 Rentable Square Feet ("Current Premises").

Effective as of May 12, 2025, the Current Premises shall be expanded by approx. 11,814 Rentable Square Feet and shall include the following Suites in the Building ("Expansion Premises"). The Expansion Premises are further described on Exhibit A attached hereto:

Suite #	RSF
Suite 450	1,896
Suite 460	4,083
Suite 510	3,049
Suite 540	2,786
Expansion Premises	**11,814 RSF**

Collectively, the Current Premises and the Expansion Premises shall contain approx. 36,344 Rentable Square Feet consisting of Suites 115, 445, 450, 455, 460, 505, 510, 540, 555, 575, 595 and 610, 630, 645 and 655, and shall hereinafter be referred to collectively as the "Premises".

Lessee shall deliver Suite 550 to Lessor clean and free of any debris or personal property and in accordance with the Lease no later than June 1, 2025. Lessee shall pay a holdover fee of $55.00 per day beyond June 1, 2025 until Suite 550 is delivered to Lessor pursuant to this paragraph.

2. **LEASE TERM AND LEASE EXPIRATION DATE:**

The Commencement Date for the Expansion Premises ("Expansion Premises Commencement Date") shall be May 21, 2025, or upon delivery of the premises, whichever is later.

3. **MONTHLY BASE RENT SCHEDULE:**

Monthly Base Rent Schedule:	Current Premises:	Rate RSF/MO	Expansion Premises:	Rate RSF/MO	Total Monthly Base Rent:
May 1, 2025 - August 31, 2025:	$47,833.50	$1.95	$18,784.26	$1.59	$66,617.76
September 1, 2025 - March 31, 2026:	$48,324.10	$1.97	$18,784.00	$1.59	$67,108.10
April 1, 2026 - August 31, 2026:	$49,305.30	$2.01	$19,348.00	$1.64	$68,653.30
September 1, 2026 - March 31, 2027:	$49,795.90	$2.03	$19,348.00	$1.64	$69,143.90

For "current premises", use 5th amendment schedule

* Base Rent for the Expansion Premises shall be prorated for the period from May 12 – 31, 2025.

4. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted from 23.9% to 35.03% effective May 21, 2025, or upon delivery of the expansion premises, whichever is later.

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5. PARKING:

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted to utilize up to one hundred-sixty-three parking spaces (163 based on a 4.5:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

6. TENANT IMPROVEMENTS:

Lessor shall deliver the Expansion Premises in good working order and repair, including all ceiling tiles, light fixtures, window blinds and door entrance hardware.

Lessor, at Lessor's sole cost, shall substantially complete the following Lessor Work to certain Suites contained in the Expansion Premises, as further described on Exhibits B-1 and B-2, within Fifteen (15) Days from the full execution of this Sixth Lease Amendment:

Lessor Work

Suite 450:	A. Remove interior partition and entrance door. Fill removed door area with partition, patch and paint.
	B. Cover exterior glass widow with ¾" plywood and paint flat black on both sides.
Suite 460:	No Work required.
Suite 510:	A. Remove interior hallway partition and door. Patch and paint affected areas. Patch carpet to substantially match existing carpet.
Suite 540:	No Work required.
Suite 610:	Install approx. 5' lineal feet of new wall partition. Patch and paint to match the existing walls.

7. EARLY POSSESSION:

In reference to section 1.4 of this Lease, upon the full execution and delivery of this Sixth Amendment, Lessee shall enjoy free Early Possession of the Expansion Premises provided that Lessee does not materially interfere with Lessor's work as described above.

8. REAL ESTATE COMMISSIONS:

Lessor shall pay Newmark Knight Frank a real estate commission equal to three percent (3.0%) of the aggregate gross paid rent for the above Expansion Premises within ten (10) business days from the execution of this Lease Amendment.

AGREED AND ACCEPTED:

LESSOR: **Ethan Conrad**
an individual

DocuSigned by:
By: Ethan Conrad
A5A6A4EEEA9B4D3...
Ethan Conrad

Date: 06/06/2025

AGREED AND ACCEPTED:

LESSEE: **Highlands Community Charter and Technical School**
a non-profit organization

Signed by:
By: Bill McGuire
8CE05B926B45451...
Executive Director

Date: 5/27/2025

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Exhibit A
Expansion Premises

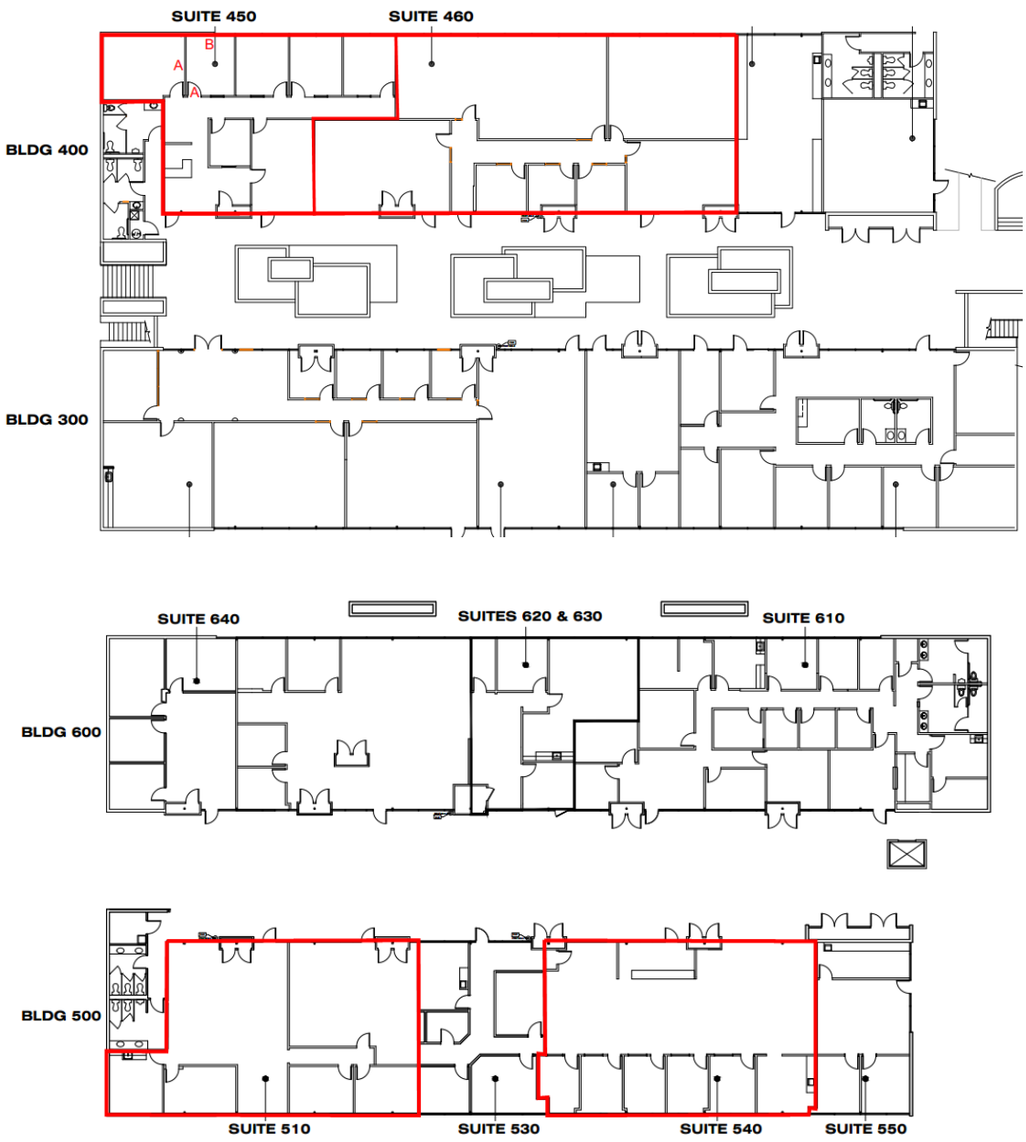

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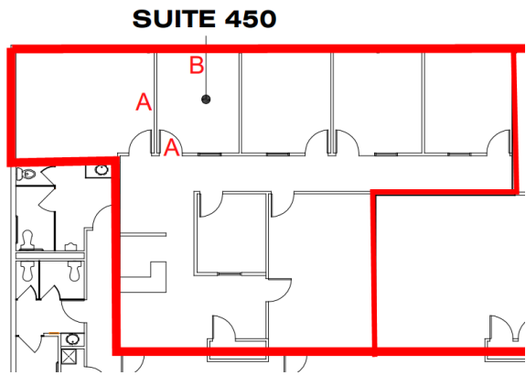
EXHIBIT B - 1
LESSOR WORK

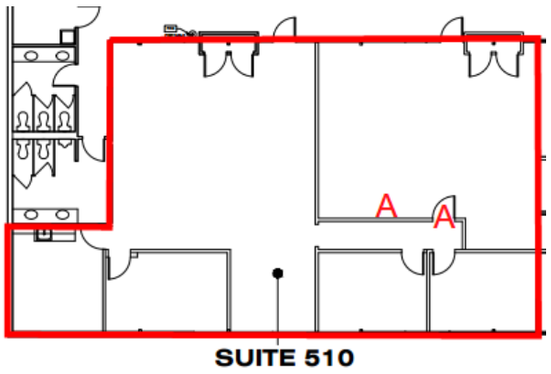
Suite 450: A. Remove interior partition and entrance door. Fill removed door area with partition, patch and paint.

B. Cover exterior glass widow with ¾" plywood and paint flat black on both sides.

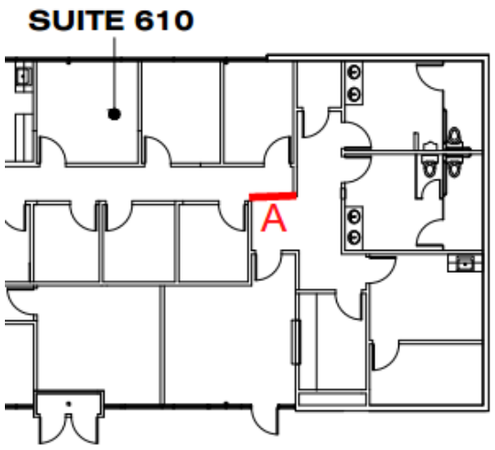


Suite 460: No Work required.

Suite 510: A. Remove interior hallway partition and door. Patch and paint affected areas. Patch carpet to substantially match existing carpet.



Suite 610: A. Install approx. 5' lineal feet of new wall partition. Patch and paint to match the existing walls.



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ETHAN CONRAD
PROPERTIES INC.

March 10, 2025

Enrique Rivera
Highlands Charter School
1333 Grand Ave. Blvd. B
Sacramento, CA 95838

Re: 2024 CAM Expense Reconciliation and 2025 Estimated CAM Expenses

Dear Enrique,

Per your lease agreement at 1111 Howe Avenue, this letter is being sent to inform you that we have reconciled CAM expenses for 2024 and estimated the 2025 CAM expenses for your building.

The summary of your 2024 CAM Reconciliation is shown below**.** Please remit the balance due within 10 days. If you are due a credit, it will be applied within 10 days.

Expense Pool	Annual Expense	Expense Cap	Your Share	Total Billed	Est Adj	Amount Owed
Renewal 115, 630, 655						
Insurance	29,712.70	.00	708.27	539.70	.00	168.57
Maint. & repair (fixed exp.)	290,637.96	.00	6,928.02	5,279.01	.00	1,649.01
Maint. & repair (variable exp.)	209,858.80	.00	5,002.46	3,811.74	.00	1,190.72
Utilities	346,988.78	.00	8,271.27	6,302.55	.00	1,968.72
Total	**$877,198.24**	**$ .00**	**$20,910.02**	**$15,933.00**	$ **.00**	**$4,977.02**
Expansion 445, 455, 505, 550, 555, 575, 595, 610, 645						
Insurance	22,284.52	.00	.00	.00	.00	.00
Maint. & repair (fixed exp.)	217,978.47	.00	.00	.00	.00	.00
Maint. & repair (variable exp.)	157,394.10	.00	.00	.00	.00	.00
Utilities	260,241.58	.00	.00	.00	.00	.00
Total	**$657,898.67**	**$ .00**	**$ .00**	$ **.00**	$ **.00**	$ **.00**
Total			**$20,910.02**	**$15,933.00**	$ **.00**	**$4,977.02**

We work hard to manage our properties well and control our operating expenses. We do this to keep your cost down. Effective April 1, 2025 and until further notice, your estimated monthly CAM charges will be as follows:

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Estimated CAM	1,742.50	Suites 115,630,655
Estimated CAM	2,464.12	Suites - Expansions
TOTAL	**$4,206.62**	

For clarity, this amount is due on the first of every month with the Base Monthly Rent.

Please see the attached documents for the detail of the 2024 CAM reconciliation and the calculation methods. We appreciate having you as a tenant, and we value your input. If you have any questions, please let us know.

Sincerely,

Janice Sirois
Lease Administration Manager

Suite	CAM
115	$ 355.29
630	$ 540.89
655	$ 846.31
	$ 1,742.50

Suite 550 terminated effective 06.01.25

Suite	445	$	629.90
Suite	505	$	495.46
Suite	550	$	136.01
Suite	555	$	170.84
Suite	575	$	119.24
Suite	595	$	195.35
Suite	610	$	554.94
Suite	645	$	162.38
		$	2,464.12

New CAM Total: $2,328.11

1300 National Drive, Suite 100 Sacramento, CA 95834
(916) 779-1000 Fax (916) 779-1200
www.ethanconradprop.com

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CALCULATION METHOD

Actual Expense * gross up % * # of days =Annual Expense (prorated)
(Annual Expense (prorated) - Base year amount) * Prorata % = Your Share

Note: If your lease contains an Operating Expense Cap and the Annual Expenses are greater than your CAP, we would replace the Annual Expense amount in this formula with the CAP amount.

2024 Lease Recovery Detail

Expense Pool	Actual Expenses	Gross Up	Days Occup	Annual Expenses (Prorated)	Base Year Amount (Prorated)	Prorata %	Your Share
Renewal 115, 630, 655							
Insurance	29,712.70	0.00%	366	29,712.70	23,606.13	11.60%	708.27
Maint. & repair (fixed exp.)	290,637.96	0.00%	366	290,637.96	230,905.88	11.60%	6,928.02
Maint. & repair (variable exp.)	147,740.55	95.00%	366	209,858.80	166,728.50	11.60%	5,002.46
Utilities	244,280.02	95.00%	366	346,988.78	275,675.46	11.60%	8,271.27
Total	**$712,371.23**			**$877,198.24**	**$696,915.97**		**$20,910.02**
Expansion 445, 455, 505, 550, 555, 575, 595, 610, 645							
Insurance	29,712.70	0.00%	275	22,284.52	22,284.52	16.40%	.00
Maint. & repair (fixed exp.)	290,637.96	0.00%	275	217,978.47	217,978.47	16.40%	.00
Maint. & repair (variable exp.)	147,740.55	95.00%	275	157,394.10	157,394.10	16.40%	.00
Utilities	244,280.02	95.00%	275	260,241.58	260,241.59	16.40%	.00
Total	**$712,371.23**			**$657,898.67**	**$657,898.68**		**$ .00**
Total							**$20,910.02**

2024 Expense Detail by Pool

Expense Pool	Description	Expense
Insurance		
	Insurance (CAM)	29,712.70
Total Insurance		**29,712.70**
Maint. & repair (fixed exp.)		
	Day Porter - Contract Service (CAM)	31,446.20
	Elevator - Permits/Load Testing (CAM)	3,870.14
	Elevator - Quarterly Monitoring (CAM)	9,083.70
	Fire & Alarm - Fire Lines (CAM)	1,124.76
	Fire & Alarm - Monthly (CAM)	473.30
	HVAC - Quarterly Maint. (CAM)	8,397.17
	HVAC - Service Call (CAM)	2,918.12
	Janitorial - Contract Service (CAM)	137,723.69
	Landscape - Monthly Service (CAM)	16,200.00
	Landscape - Preemergent Services (CAM)	358.00
	Lighting & Electrical - Light Audits (CAM)	144.00
	Maintenance - Pressure Washing (CAM)	2,058.93
	Parking Lot - Sweeping - Monthly (CAM)	2,410.20
	Pest Control - Monthly (CAM)	1,140.00
	Plumbing - Backflow Testing (CAM)	75.00
	Security - Monthly Service (CAM)	69,799.19
	Signage (CAM)	3,415.56
Total Maint. & repair (fixed exp.)		**290,637.96**

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Maint. & repair (variable exp.)		
	Carpet & Flooring - Repair (CAM)	168.21
	Day Porter - Additional Items (CAM)	9,083.36
	Doors - Non-Recurring (CAM)	3,324.87
	Elevator - Non-Recurring (CAM)	6,471.00
	Fire & Alarm - Fire Extinguisher Srvc (CAM)	1,922.02
	Fire & Alarm - Non-Recurring (CAM)	154.04
	HVAC - Non-Recurring (CAM)	2,851.15
	HVAC - Replacement (CAM)	2,737.57
	Janitorial - Additional Cleaning (CAM)	1,075.00
	Janitorial - Supplies (CAM)	737.41
	Landscape - Irrigation Repairs (CAM)	2,734.00
	Landscape - Non-Recurring (CAM)	2,610.00
	Landscape - Seasonal Planting/Bark (CAM)	580.00
	Lighting & Electrical - Non-Recurring (CAM)	2,122.03
	Lighting & Electrical - Regular (CAM)	1,398.95
	Lighting & Electrical - Replace Light Bulbs (CAM)	2,045.41
	Locks & keys (CAM)	6,261.48
	Maintenance (CAM)	655.84
	Management Fees (CAM)	54,867.49
	Painting - Graffiti Removal (CAM)	1,381.31
	Painting - Non-Recurring (CAM)	978.15
	Parking Lot - Non-Recurring (CAM)	8,081.51
	Pest Control - Non-Recurring (CAM)	99.00
	Plumbing - Non-Recurring (CAM)	7,038.39
	Professional Services (CAM)	4,529.95
	Repairs (CAM)	678.79
	Repairs - Non-Recurring (CAM)	362.78
	Roof - Cleaning (CAM)	5,435.01
	Roof - Non-Recurring (CAM)	19,864.07
	Roof - Repair (CAM)	-15,122.89
	Roof - Replace Ceiling Tiles (CAM)	5,776.73
	Windows & Blinds - Cleaning - Exterior (CAM)	1,588.95
	Windows & Blinds - Cleaning - Interior (CAM)	-7,091.59
	Windows & Blinds - Non-Recurring (CAM)	10,850.67
	Windows & Blinds - Repair (CAM)	1,489.89
Total Maint. & repair (variable exp.)		**147,740.55**
Property Taxes		
	Property Tax (CAM)	95,559.94
Total Property Taxes		**95,559.94**
Utilities		
	Electricity (CAM)	181,940.56
	Sewer (CAM)	13,350.10
	Storm Drain - Utility Provider (CAM)	2,733.05
	Trash - Regular (CAM)	8,360.35
	Trash - Special Pickup/Dump Run (CAM)	1,116.74
	Water (CAM)	36,779.22
Total Utilities		**244,280.02**
TOTAL		**807,931.17**

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FIFTH AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017,
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Fifth Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **PREMISES:**

The Premises currently consists of Suites 115, 630 and 655, containing approx. 12,158 rsf ("Current Premises"). Effective as of April 1, 2024, the Current Premises shall be expanded to include the following Suites in the Building ("Expansion Premises"), as further described on Exhibit A attached:

Suite #	RSF
Suite 445	2,860
Suite 455	1,535
Suite 505	3,457
Suite 550	949
Suite 555	1,192
Suite 575	832
Suite 595	1,363
Suite 610	3,872
Suite 645	1,133
Total Expansion Premises	**17,193 RSF**

Collectively, the Current Premises and the Expansion Premises shall contain approx. 25,479 Rentable Square Feet and shall hereinafter be referred to collectively as the "Premises".

2. **LEASE TERM AND LEASE EXPIRATION DATE:**

The Term of the Lease shall be extended for Seven (7) Months, and therefore the Lease Expiration Date shall be modified from August 31, 2026 to March 31, 2027.

The Commencement Date for the Expansion Premises ("Expansion Premises Commencement Date") shall be defined as April 1, 2024.

3. **MONTHLY BASE RENT SCHEDULE:**

Monthly Base Rent Schedule:	Current Premises:	Expansion Premises:	Total Monthly Base Rent:
April 1, 2024 – August 31, 2024:	$21,002.00	$27,165.00	$48,167.00
September 1, 2024 – March 31, 2025:	$21,632.00	$27,165.00	$48,797.00
April 1, 2025 – August 31, 2025:	$21,632.00	$27,980.00	$49,612.00
September 1, 2025 – March 31, 2026:	$22,281.00	[illegible]	$50,261.00
April 1, 2026 – August 1, 2026:	$22,281.00	[illegible]	$51,100.00
September 1, 2026 – March 31, 2027:	$22,949.00	[illegible]	$51,768.00

$26,201.50

$27,040.50

4. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted from 11.4% to 23.9% effective April 1, 2024.

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5. **PARKING:**

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted to utilize up to one hundred-fifteen parking spaces (115 based on a 4.5:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

6. **TENANT IMPROVEMENTS:**

Lessor shall deliver the Expansion Premises in good working order and repair, including all ceiling tiles, light fixtures, window blinds and door entrance hardware.

Lessor, at Lessor's sole cost, shall substantially complete the following Lessor Work to certain Suites contained in the Expansion Premises, as further described on Exhibits B-1 and B-2, within Fifteen (15) Days from the full execution of this Fifth Lease Amendment:

Lessor Work

Suite 445	1. Construct new 4'0"w x 7'0"h wrapped opening to connect #455. See Exhibit B-1.
Suite 455	2. Install new Building Standard carpet to substantially match #445. See Exhibit B-1.
Suite 505	1. Relocate interior Door as shown on Exhibit A. 2. Fill wall area to match. Patch and paint affected wall areas. See Exhibit B-1
Suite 550	1. Demo 2 interior offices. Patch and paint to match affected areas. 2. Demo wall cabinets. Patch and paint to match affected areas. 3. Install new Building Standard Carpet and Rubber Base. See Exhibit B-2
Suite 610	1. Demo interior wall partitions to create two (2) large offices. 2. Remove two (2) interior office doors and fill wall area. 3. Demo interior wall partition to create Conference Room. 4. Construct new interior partition wall. 5. Relocate door from item a. above. 6. Patch carpet and patch and paint to match affected wall areas above. See Exhibit B-2

AGREED AND ACCEPTED:

LESSOR: **Ethan Conrad**
an individual

DocuSigned by:
By: Ethan Conrad
A5A6A4EFFA9B4D3...
Ethan Conrad

Date: 03/27/2024

AGREED AND ACCEPTED:

LESSEE: **Highlands Community Charter and Technical School**
a non-profit organization

By:
Murdock Smith, Executive Director

Date: 3-25-24

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Exhibit A - Expansion Premises

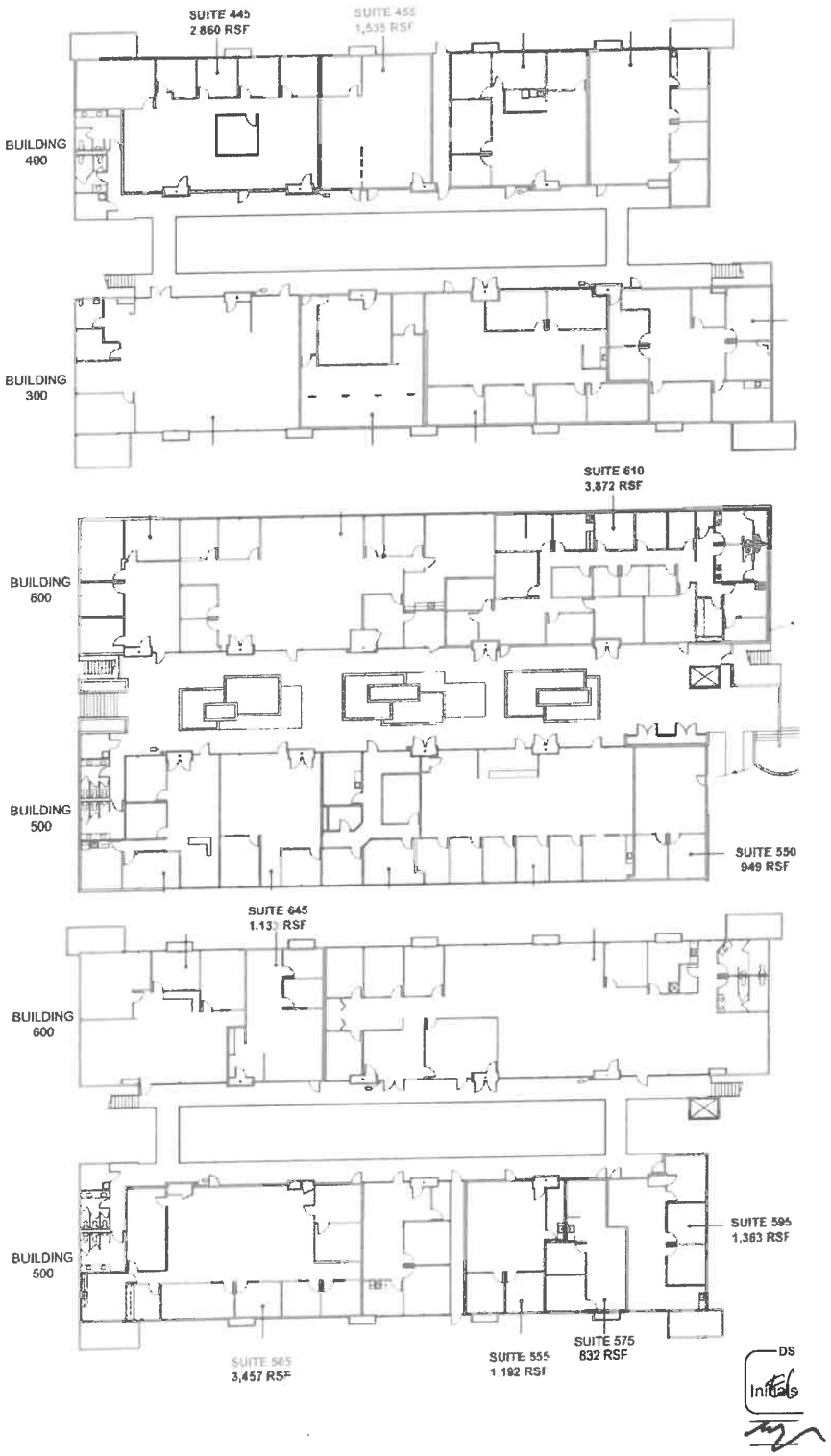

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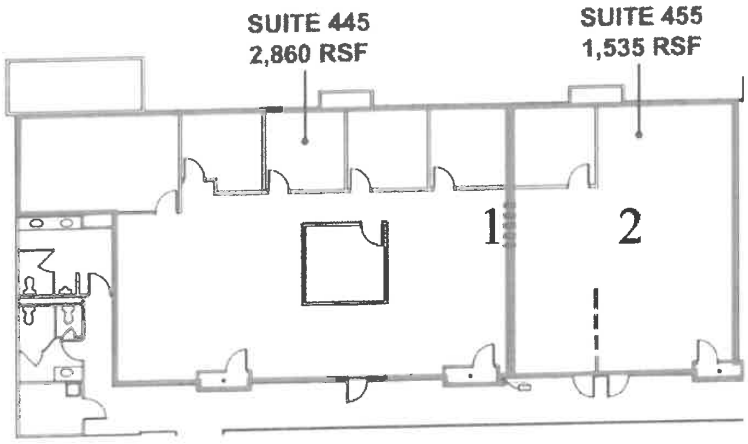
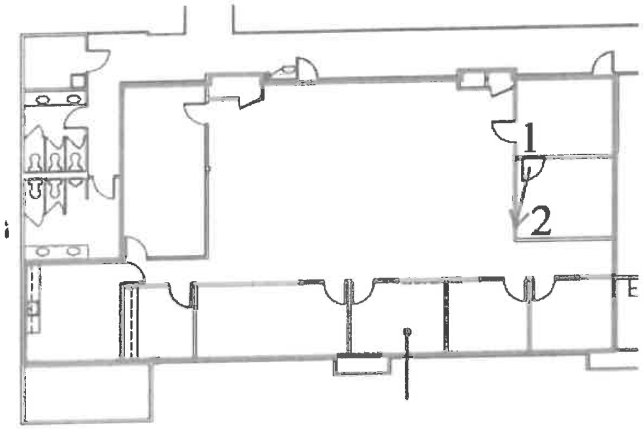
EXHIBIT B-1
LESSOR WORK

Suite 445 **1. Create 4'0"w x 7'0"h wrapped opening to connect #455.**

Suite 455 **2. Install new standard carpet and base to substantially match #445.**



Suite 505 **1. Relocate interior Door.**
2. Fill wall area to match. Patch and paint affected wall areas.



SUITE 505
3,457 RSF

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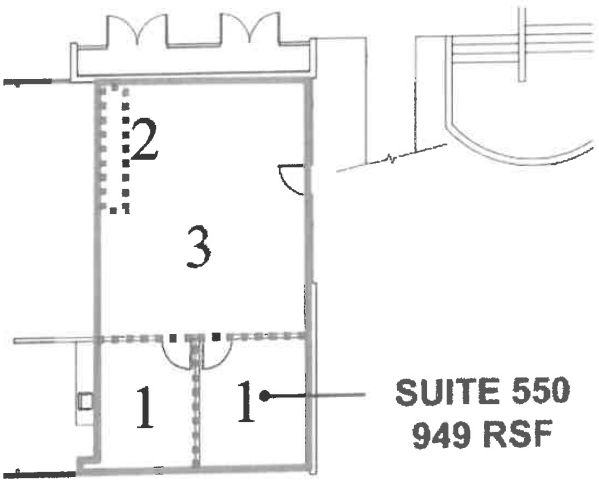
EXHIBIT B-2
LESSOR WORK

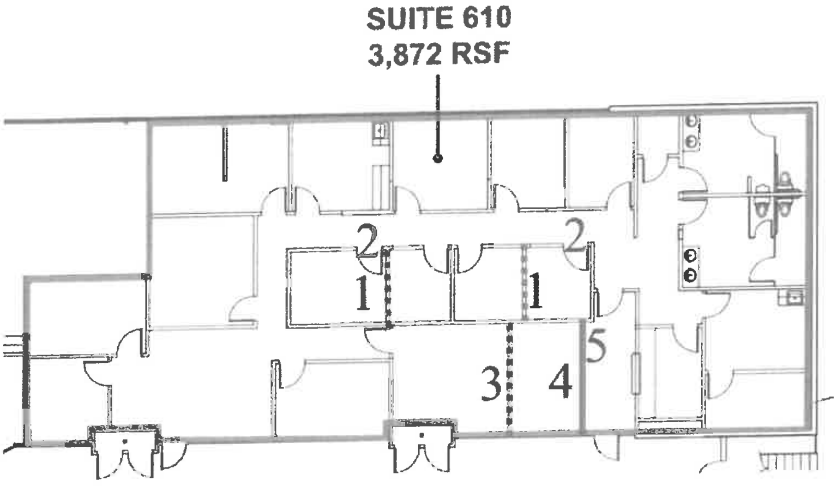
Suite 550

1. Demo 2 interior offices. Patch and paint to match affected areas.
2. Demo wall cabinets. Patch and paint to match affected areas.
3. Install new Building Standard Carpet and Rubber Base.



Suite 610

1. Demo interior wall partitions to create two (2) large offices.
2. Remove two (2) interior office doors and fill wall area.
3. Demo interior wall partition to create Conference Room.
4. Construct new interior partition wall.
5. Relocate door from item #1 above.
6. Patch carpet and patch and paint to match affected wall areas above.



DS Initials

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

1111 Howe Avenue 2023 CAM Reconciliation and 2024 CAM Estimate

Yari Malihan <yari@ethanconradprop.com> Wed, Mar 20, 2024 at 11:33 AM
To: Accounts Payable Accounts Payable <ap@hccts.org>, Janice Sirois <janice@ethanconradprop.com>

Hello,

Those amounts are shown below.

ste 115	$ 272.69
ste 600	$ 415.14
ste 655	$ 670.17

Regards,

Yari Malihan

Lease Analyst

ETHAN CONRAD PROPERTIES INC.

1300 National Drive, Suite 100

Sacramento, CA 95834

O: 916.779.1000

F: 916.779.1200

From: Accounts Payable Accounts Payable <ap@hccts.org>
Sent: Monday, March 18, 2024 1:53 PM
To: Janice Sirois <janice@ethanconradprop.com>

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Cc: Yari Malihan <yari@ethanconradprop.com>
Subject: Re: 1111 Howe Avenue 2023 CAM Reconciliation and 2024 CAM Estimate

EXTERNAL EMAIL

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This email has been scanned for spam and viruses. Click here to report this email as spam.

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March 18, 2024

Enrique Rivera
Highlands Charter School
1333 Grand Ave. Blvd. B
Sacramento, CA 95838

Re: 2023 CAM Expense Reconciliation and 2024 Estimated CAM Expenses

Dear Enrique,

Per your lease agreement at 1111 Howe Avenue, this letter is being sent to inform you that we have reconciled CAM expenses for 2023 and estimated the 2024 CAM expenses for your building.

The summary of your 2023 CAM Reconciliation is shown below**.** Please remit the balance due within 10 days. If you are due a credit, it will be applied within 10 days.

Expense Pool	Annual Expense	Expense Cap	Your Share	Total Billed	Est Adj	Amount Owed	2024 Estimate
Renewal 115, 655							
Insurance	15,670.53	.00	233.12	171.60	.00	61.52	.00
Maint. & repair (fixed exp.)	225,418.61	.00	3,353.44	2,468.77	.00	884.67	.00
Maint. & repair (variable exp.)	153,100.00	.00	2,277.59	1,676.75	.00	600.84	.00
Utilities	176,580.17	.00	2,626.90	1,933.88	.00	693.02	.00
Total	**$570,769.31**	**$.00**	**$8,491.05**	**$6,251.00**	**$.00**	**$2,240.05**	**$.00**
Expansion 630							
Insurance	15,670.53	.00	45.61	29.40	.00	16.21	.00
Maint. & repair (fixed exp.)	225,418.61	.00	656.06	422.55	.00	233.51	.00
Maint. & repair (variable exp.)	153,100.00	.00	445.58	287.00	.00	158.58	.00
Utilities	176,580.17	.00	513.92	331.05	.00	182.87	.00
Total	**$570,769.31**	**$.00**	**$1,661.17**	**$1,070.00**	**$.00**	**$591.17**	**$.00**
Renewal 115, 630, 655							
Insurance	7,835.27	.00	169.03	135.84	.00	33.19	824.74
Maint. & repair (fixed exp.)	112,709.30	.00	2,431.50	1,954.16	.00	477.34	11,889.31
Maint. & repair (variable exp.)	76,550.00	.00	1,651.43	1,327.24	.00	324.19	10,377.31
Utilities	88,290.08	.00	1,904.70	1,530.76	.00	373.94	11,966.06
Total	**$285,384.65**	**$.00**	**$6,156.66**	**$4,948.00**	**$.00**	**$1,208.66**	**$35,057.42**

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Total			**$16,308.88**	**$12,269.00**	**$.00**	**$4,039.88**	**$35,057.42**

We work hard to manage our properties well and control our operating expenses. We do this to keep your cost down. Effective April 1, 2024 and until further notice, your estimated monthly CAM charges will be as follows:

Estimated CAM **$1,358.00**

For clarity, this amount is due on the first of every month with the Base Monthly Rent.

Please see the attached documents for the detail of the 2023 CAM reconciliation and the calculation methods. We appreciate having you as a tenant, and we value your input. If you have any questions, please let us know.

Sincerely,

Janice Sirois
Lease Administration Manager

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CALCULATION METHOD

Actual Expense * gross up % * # of days =Annual Expense (prorated)
(Annual Expense (prorated) - Base year amount) * Prorata % = Your Share

Note: If your lease contains an Operating Expense Cap and the Annual Expenses are greater than your CAP, we would replace the Annual Expense amount in this formula with the CAP amount.

2023 Lease Recovery Detail

Expense Pool	Actual Expenses	Gross Up	Days Occup	Annual Expenses (Prorated)	Base Year Amount (Prorated)	Prorata %	Your Share
Renewal 115, 655							
Insurance	23,505.80	0.00%	243	15,670.53	12,755.94	8.00%	233.12
Maint. & repair (fixed exp.)	312,455.44	0.00%	243	225,418.61	183,492.59	8.00%	3,353.44
Maint. & repair (variable exp.)	233,493.57	95.00%	243	153,100.00	124,624.65	8.00%	2,277.59
Utilities	239,693.56	95.00%	243	176,580.17	143,737.70	8.00%	2,626.90
Total	**$809,148.37**			**$570,769.31**	**$464,610.88**		**$8,491.05**
Expansion 630							
Insurance	23,505.80	0.00%	243	15,670.53	14,403.81	3.60%	45.61
Maint. & repair (fixed exp.)	312,455.44	0.00%	243	225,418.61	207,196.99	3.60%	656.06
Maint. & repair (variable exp.)	233,493.57	95.00%	243	153,100.00	140,724.22	3.60%	445.58
Utilities	239,693.56	95.00%	243	176,580.17	162,306.39	3.60%	513.92
Total	**$809,148.37**			**$570,769.31**	**$524,631.41**		**$1,661.17**
Renewal 115, 630, 655							
Insurance	23,505.80	0.00%	122	7,835.27	6,377.96	11.60%	169.03
Maint. & repair (fixed exp.)	312,455.44	0.00%	122	112,709.30	91,746.15	11.60%	2,431.50
Maint. & repair (variable exp.)	233,493.57	95.00%	122	76,550.00	62,312.23	11.60%	1,651.43
Utilities	239,693.56	95.00%	122	88,290.08	71,868.74	11.60%	1,904.70
Total	**$809,148.37**			**$285,384.65**	**$232,305.08**		**$6,156.66**
Total							**$16,308.88**

2023 Expense Detail by Pool

Expense Pool	Description	Expense
Insurance		
	Passthru Insurance	23,505.80
Total Insurance		**23,505.80**
Maint. & repair (fixed exp.)		
	CAM - Light Audits	144.00
	CAM Monthly Sweeping Srvc	2,410.20
	CAM- Fire Lines	2,272.59
	Day Porter Contract Service	31,252.55
	Elevator - Permits/Load Testing	4,575.00
	Elevator - Quarterly Monitoring	4,554.60
	Elevator - Repairs	869.12
	HVAC - Service Call	38,200.88
	HVAC- Quarterly Maintenance	21,039.06

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	Janitorial Contract Service	141,915.56
	Landscape - Preemergent Services	358.00
	Monthly Landscape Service	16,200.00
	Painting - Recurring	1,153.88
	Parking Lot - Regular Service	471.60
	Passthru Fire/Alarm	2,502.25
	Passthru Pest Control	950.00
	Passthru Plumbing	8,609.25
	Passthru Signage - CAM	3,293.06
	Plumbing - Backflow Repair	224.23
	Plumbing- Backflow Testing	70.00
	Pressure Washing	2,244.92
	Security Monthly Service	29,144.69
Total Maint. & repair (fixed exp.)		**312,455.44**
Maint. & repair (variable exp.)		
	CAM Exterior Window Cleaning	1,471.25
	CAM Interior Window Cleaning	1,471.25
	CAM Replace Ceiling Tiles	8,599.06
	CAM Roof Cleaning	2,260.44
	CAM- Replace Light Bulbs	25.18
	Carpet Cleaning	1,243.48
	Day Porter Additional Items (CAM)	1,704.00
	Fence/Enclosure Repair	1,490.00
	Fire Extinguisher Srvc	1,286.47
	Graffiti Removal	253.06
	HVAC Non-Recurring	72,119.14
	Janitorial Additional Cleaning (CAM)	845.00
	Janitorial Supplies	-8.97
	Landscape - Irrigation Repairs	1,549.00
	Landscape - Seasonal Planting/Bark	8,920.50
	Non-Recurring Passthru Door Repair	9,837.56
	Non-Recurring Passthru Lighting/Electrical	2,417.47
	Non-Recurring Passthru Pkg Lot Repairs/Maint	-3,334.57
	Passthru Carpet/Flooring	6,454.60
	Passthru Door Repair	1,462.82
	Passthru HVAC Replacement	2,564.87
	Passthru Lighting/Electrical	1,388.98
	Passthru Locks & keys	8,788.40
	Passthru Management	57,917.16
	Passthru Professional Svcs	9,690.14
	Passthru Windows & Blinds	-8,867.38
	Passthru Windows & Blinds Non-Recurring	10,357.27
	Pest Control - Non-Recurring - Special Calls	475.00
	Plumbing - Non-Recurring	15,230.95
	Repairs - Non-Recurring	2,293.72
	Repairs - Recurring	2,153.80
	Roof Repair/Service	2,754.77
	Tree Service	7,484.00
	Window Replacement	1,195.15
Total Maint. & repair (variable exp.)		**233,493.57**
Property Taxes		
	Passthru Property Tax	94,481.42
Total Property Taxes		**94,481.42**
Utilities		
	CAM - Storm Drain Service - Utility Provider	2,615.88
	CAM Included - Regular Trash Service	5,810.42
	CAM Included - Special Pickup/Dump Run	555.24
	Passthru Electricity	185,513.05

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	Passthru Sewer	12,789.66
	Passthru Storm Drain	319.06
	Passthru Water	32,090.25
Total Utilities		**239,693.56**
TOTAL		**903,629.79**

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

1111 Howe Avenue 2022 CAM Reconciliation and 2023 CAM Estimate

Yari Malihan <yari@ethanconradprop.com> Wed, Mar 8, 2023 at 2:23 PM
To: Accounts Payable Accounts Payable <ap@hccts.org>, Janice Sirois <janice@ethanconradprop.com>

Hello,

The estimated CAM for Suite 630 is $214/mo and $1,237/mo for 115 & 655.

Suite 115 - $351.25

Suite 655 - $885.75

Please let me know if you have any further questions.

Thank you!

Regards,

Yari Malihan

Lease Analyst

ETHAN CONRAD PROPERTIES INC.

1300 National Drive, Suite 100

Sacramento, CA 95834

O: 916.779.1000

F: 916.779.1200

From: Accounts Payable Accounts Payable <ap@hccts.org>
Sent: Wednesday, March 8, 2023 1:57 PM
To: Janice Sirois <janice@ethanconradprop.com>

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Cc: Yari Malihan <yari@ethanconradprop.com>
Subject: Re: 1111 Howe Avenue 2022 CAM Reconciliation and 2023 CAM Estimate

EXTERNAL EMAIL

[Quoted text hidden]

This email has been scanned for spam and viruses. Click here to report this email as spam.

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FOURTH AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017,
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Fourth Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **PREMISES:**

The Premises currently consists of Suites 115 and 655, containing approx. 8,384 rsf ("Current Premises"). Effective as of August 1, 2021, the Current Premises shall be expanded to include Suite 630, consisting of approx. 3,774 rsf ("Expansion Premises"), as further described on Exhibit A attached hereto. Collectively, the Current Premises and the Expansion Premises shall contain approx. 12,158 rsf and shall hereinafter be referred to as the "Premises".

2. **LEASE TERM AND LEASE EXPIRATION DATE:**

The Term of the Lease shall be extended for three (3) years, and therefore the Lease Expiration Date shall be modified to be August 31, 2026. The Commencement Date for the Expansion Premises ("Expansion Premises Commencement Date") shall be defined as August 1, 2021.

3. **MONTHLY BASE RENT SCHEDULE:**

Monthly Base Rent Schedule	Current Premises	Expansion Premises	Total Monthly Base Rent
August 1, 2021 – August 30, 2021:	$13,254.00	$0.00	$13,254.00
September 1, 2021 – September 30, 2021:	$13,651.00	$0.00	$13,651.00
October 1, 2021 – August 30, 2022:	$13,651.00	$6,145.00	$19,796.00
September 1, 2022 – August 30, 2023:	$14,061.00	$6,329.00	$20,390.00
September 1, 2023 – August 30, 2024:	$14,483.00	$6,519.00	$21,002.00
September 1, 2024 – August 30, 2025:	$14,917.00	$6,715.00	$21,632.00
September 1, 2025 – August 30, 2026:	$15,365.00	$6,916.00	$22,281.00

3% increase in rent each cycle

4. **TENANT IMPROVEMENTS:**

Lessor, at Lessor's cost, shall substantially complete the following improvements, as further described on Exhibit A, prior to August 1, 2021:

A. Remove approx. 30' lineal feet of full height interior partition and repair any ceiling and flooring as a result of such removal. The location of the wall is depicted on Exhibit A.

B. Construct two (2) equal size offices with doors, hardware and 12" glass sidelights to match existing.

C. Install two (2) new telephone and data outlets in each office on new walls.

5. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted from 8.02% to 11.4% effective August 1, 2021.

6. **PARKING:**

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted utilize up to forty-eight (48) parking spaces (4:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

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7. **BUILDING SIGNAGE:**

Lessee shall have the right, at Lessee's sole cost, to install Building Top illuminated signage at the location depicted on Exhibit B attached hereto. The estimated size of the sign afforded to Lessee shall be no more than 3'H x 20'L or no more than 60 sq. ft. total size.

Such signage shall be consistent with Lessor's overall signage program and formal written approval from Lessor and the City of Sacramento. Lessee shall be responsible for the installation, repair and maintenance of such signage during the term of the Lease and shall remove such signage at the expiration of the Lease term and restore any affected areas of the Building at Lessee's sole cost.

Lessee shall obtain a Signage Permit for such signage and provide Lessor with detained plans prior to any Permit submittal or installation for Lessor's prior written approval.

AGREED AND ACCEPTED:

LESSOR: **Ethan Conrad**

By: _____
Ethan Conrad

Date: 7/23/21

AGREED AND ACCEPTED:

LESSEE: **Highlands Community Charter and Technical School a non-profit organization**

By: _____
Murdock Smith, Executive Director

Date: 7/22/2021

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Exhibit A
Expansion Premises

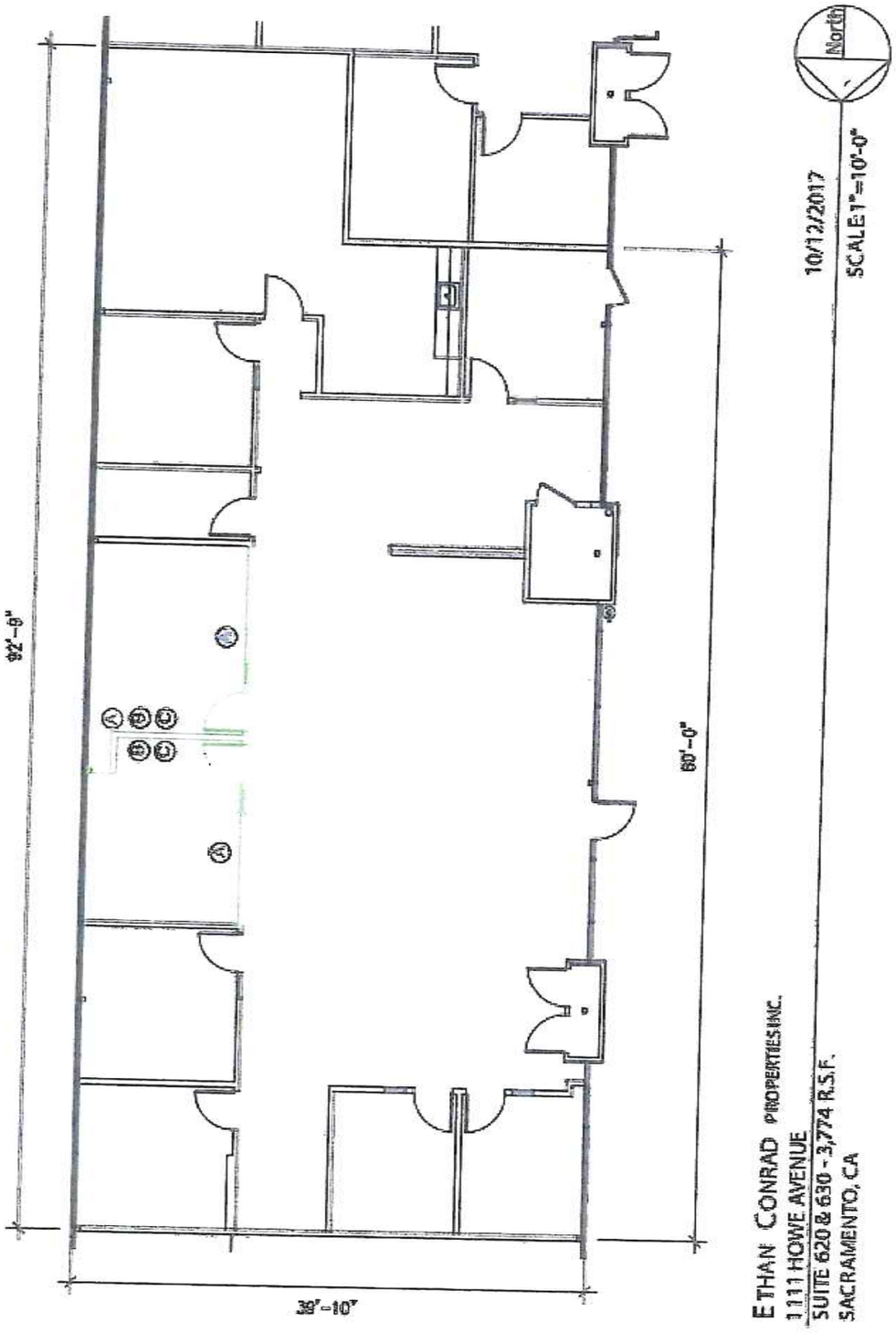

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EXHIBIT B
BUILDING SIGNAGE



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THIRD AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Third Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **PREMISES:**

The Premises currently consists of approx. 2,479 rsf, defined as Suite 115 ("Current Premises"). Effective as of the Expansion Premises Commencement Date, as defined below, the Current Premises shall be expanded to include Suite 655, consisting of approx. 5,905 rsf ("Expansion Premises"), as further described on Exhibit A attached hereto. Collectively, the Current Premises and the Expansion Premises shall contain approx. 8,384 rsf and shall hereinafter be referred to as the "Premises".

2. **LEASE TERM AND LEASE EXPIRATION DATE:**

The Term of the Lease shall be extended for one (1) year, commencing on September 1, 2022 and therefore the Lease Expiration Date shall be modified to be August 31, 2023. The Commencement Date for the Expansion Premises ("Expansion Premises Commencement Date") shall be defined as November 1, 2019.

3. **BASE MONTHLY RENT SCHEDULE:**

Rent Schedule	Suite 115	Suite 655	Total
November 1, 2019 – December 31, 2019:	$3,892.00	None	$3,892.00
January 1, 2020 – August 31, 2020:	$3,892.00	$8,976.00	$12,868.00
September 1, 2020 – August 31, 2021:	$4,009.00	$9,245.00	$13,254.00
September 1, 2021 – August 31, 2022:	$4,129.00	$9,522.00	$13,651.00
September 1, 2022 – August 31, 2023:	$4,253.00	$9,808.00	$14,061.00

4. **TENANT IMPROVEMENTS:**

Providing that Lessee signs this Lease Amendment and provides it to Lessor by no later than Friday, October 11, 2019 (and if is later than this October 11, 2019 date, then there will be a one day extension for every day delayed for Lessor to complete the below tenant improvements), Lessor, at Lessor's cost, shall substantially complete the following improvements, as further described on Exhibit A, prior to November 1, 2019:

A. Construct approx. 160' lineal feet of full height interior partition

B. Install five (5) building standard interior doors w/ timely frame and hardware.

C. Install twenty three (23) new 110v duplex outlets at 18" AFF and two (2) new 110v duplex outlet at 84" AFF where indicated on Exhibit A.

D. Redistribute the existing HVAC supply and return ducting and install up to four (4) new 2' x 4' standard lighting fixtures to the three (3) new conference rooms as noted on Exhibit A.

E. Install new 220v dedicated duplex outlet to be located in the copy/storage room at 18" AFF.

F. Repaint all new wall surfaces to match existing white wall color and match existing rubber base.

G. Install cutout of approx. 42" "wide x 36" AFF at rear half height wall in the Reception Area. Match existing wood trim.

The above items correlate with those depicted on Exhibit A.

5. **LESSEE PERCENTAGE SHARE:**

Pursuant to Paragraph 1.6 of the Lease, Lessee's Percentage Share shall be adjusted from 2.39% to 8.02% effective November 1, 2019.

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6. BASE YEAR:

Pursuant to Paragraph 1.9 of the Lease, the Base Year shall be adjusted to Calendar Year 2020 effective November 1, 2019.

7. SECURITY DEPOSIT:

The Security Deposit shall be increased from $3,347.00 to $12,868.00 effective November 1, 2019. The additional Security Deposit amount of $9,521.00 shall be paid upon the full execution of this Third Amendment to Lease.

8. PARKING:

Pursuant to Paragraph 1.2(b) of the Lease, Lessee shall be permitted utilize up to thirty four (34) parking spaces (4:1,000 rsf ratio) on an unreserved basis during the term of the Lease and any extension thereof, at no monthly cost.

9. TERMINATION RIGHT:

Lessee shall have the one time right to terminate the Lease solely in connection with Suite 115 effective August 31, 2022 (Suite 115 Termination Date) provided Lessor receives written notice no later than June 1, 2022. In the event that Tenant terminates the Lease in connection with Suite 115, Lessee shall pay a termination fee to Landlord concurrent with Lessee's notice an amount equal to $4,129.00.

Upon the completion of the above described items and payment of any applicable restoration charges, Lessee shall be released from any and all liability related to this Lease in connection with Suite 115 as of the Suite 115 Termination Date.

If Lessee fails to complete the above described items, then the Lease termination right shall be void and this Lease shall remain in full force and effect through the Lease Expiration Date.

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**

By:_____
Ethan Conrad

Date: 10/11/19

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a non-profit organization**

By:_____
Murdock Smith, Executive Director

Date: 10/11/19

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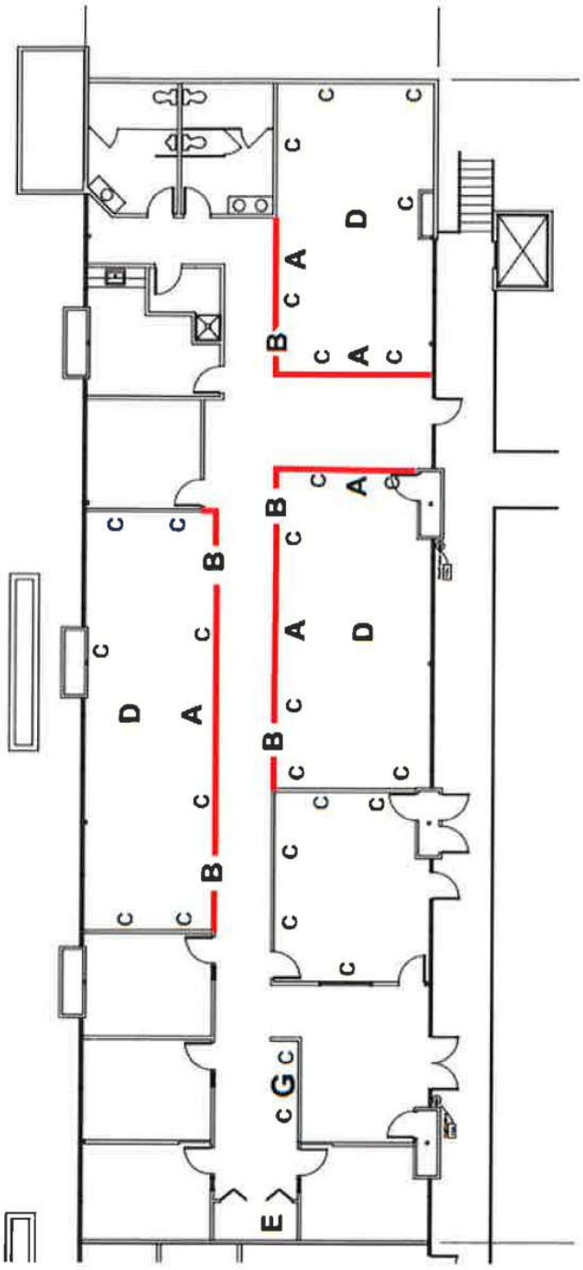
Exhibit A
Expansion Premises



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SECOND AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Second Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **LEASE TERM AND LEASE EXPIRATION DATE:**

   The Lease shall be extended for three (3) years commencing on September 1, 2019 and therefore the Lease Expiration Date shall be modified to be August 31, 2022.

2. **BASE MONTHLY RENT SCHEDULE:**

September 1, 2019 – August 31, 2020:	$3,892.00
September 1, 2020 – August 31, 2021:	$4,009.00
September 1, 2021 – August 31, 2022:	$4,129.00

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**

By:_____
Ethan Conrad

Date: 6/28/19

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a non-profit organization**

By:_____
Murdock Smith, Executive Director

Date: 6/28/19

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AMENDMENT TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS
dated June 30, 2017
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, is referred to as "Lessee"
with reference to the Premises located at 1111 Howe Avenue, Suite 115
City of Sacramento, County of Sacramento, State of California

This Amendment shall, in the event of a conflict, supersede those Terms as set forth in the Lease.

All terms set forth in the Lease and preceding Amendments shall remain unchanged except as described herein. For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

ADDITIONAL PROVISIONS:

1. **LEASE TERM AND LEASE EXPIRATION DATE:**

   The Lease shall be extended for one (1) year and six (6) months commencing on March 1, 2018 and therefore the Lease Expiration Date shall be modified to be August 31, 2019.

2. **BASE MONTHLY RENT SCHEDULE:**

March 1, 2018 – February 28, 2019:	$3,446.00
March 1, 2019 – August 31, 2019:	$3,549.00

3. **BASE YEAR:**

   The Base Year for this Lease shall be modified to be 2018.

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**

By:_____
Ethan Conrad

Date: 2/26/18

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a non-profit organization**

By:_____
Murdock Smith, Executive Director

Date: 2/21/18

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STANDARD MULTI-TENANT OFFICE LEASE - GROSS
AIR COMMERCIAL REAL ESTATE ASSOCIATION

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("**Lease**"), dated for reference purposes only June 30, 2017, is made by and between Ethan Conrad, an individual ("**Lessor**") and Highlands Community Charter and Technical School, a non-profit organization ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain portion of the Project (as defined below), known as Suite Numbers(s) 115, second (2nd) floor(s), consisting of approximately 2,479 rentable square feet and approximately 2,214 useable square feet("**Premises**"). The Premises are located at: 1111 Howe Avenue, in the City of Sacramento, County of Sacramento, State of California, with zip code 95825. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." The Project consists of approximately 103,737 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** twelve (12) unreserved and N/A reserved vehicle parking spaces at a monthly cost of $N/A per unreserved space and $N/A per reserved space. (See Paragraph 2.6)

1.3 **Term:** N/A years and month-to-month ~~months~~ ("**Original Term**") commencing August 1, 2017 ("**Commencement Date**") and ending month-to-month ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon full execution of the Lease ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $3,347.00 per month ("**Base Rent**)", payable on the first (1st) day of each month commencing August 1, 2017. (See also Paragraph 4)

☐ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph N/A

1.6 **Lessee's Share of Operating Expense Increase:** two and thirty nine hundredths percent (2.39%) ("**Lessee's Share**"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $3,347.00 for the period August 1, 2017 - August 31, 2017.

(b) **Security Deposit:** $3,347.00 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Parking:** $N/A for the period N/A.

(d) **Other:** $N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $6,694.00.

1.8 **Agreed Use:** education and classroom training. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2017. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers:** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "**Brokers**") and brokerage relationships exist in this transaction (check applicable boxes):

☑ Lucas Lugo, Newmark Cornish & Carey represents Lessor exclusively ("**Lessor's Broker**");

☑ Grant Keeney, Ethan Conrad Properties, Inc. represents Lessee exclusively ("**Lessee's Broker**"); or

☐ _____ represents both Lessor and Lessee ("**Dual Agency**").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of N/A or N/A % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease shall be guaranteed by N/A ("**Guarantor**"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 7:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and N/A a.m. to N/A p.m. on Saturdays (except Building Holidays). "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and N/A.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☐ Janitorial services

INITIALS _____ INITIALS _____

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☐ Electricity
☐ Other (specify): _____

1.14 **Attachments**. Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 51;
☑ a plot plan depicting the Premises;
☑ a current set of the Rules and Regulations;
☐ a Work Letter;
☐ a janitorial schedule;
☐ other (specify): _____

2. **Premises.**

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs (**"Start Date"**), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems (**"HVAC"**), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes applicable laws, covenants or restrictions of record, regulations, and ordinances (**"Applicable Requirements"**) that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises (**"Capital Expenditure"**), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to nonvoluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the nonexclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any

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unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1. **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the **"Operating Expense Increase"**, in accordance with the following provisions:

(a) **"Base Year"** is as specified in Paragraph 1.9.

(b) **"Comparison Year"** is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as **"Operating Expenses"** :

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder.

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The amount of such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

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(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations**.

7.1 **Lessee's Obligations**. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term **"Utility Installations"** refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **" Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed $2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with asbuilt plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor ~~not earlier than 90 and not later than 30 days~~ prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

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(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirments. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

8.1 **Insurance Premiums.** The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days **("Rental Value insurance").** Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said

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injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. **"Real Property Taxes"** shall also include any tax, fee, levy, assessment or charge, or any increase therein: **(i)** imposed by reason of events occurring during

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the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or **(iii)** levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee.** Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the

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collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A **"Breach"** is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and

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accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation**. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees**.

~~15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.~~

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates**.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIRCommercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor**. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability**. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days**. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability**. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer**. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility

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of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lesser or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advise is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on a monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend

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the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees**. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs**. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions**. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs**. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger**. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents**. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor**.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options**. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. **"Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures**. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. **Reservations**.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

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(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable nonmonetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☑ Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

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The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:	Executed at:
On: 7/12/17	On: 7/13/17
By LESSOR:	**By LESSEE:**
Ethan Conrad, an individual	Highlands Community Charter and Technical School, a non-profit organization
By:	By:
Name Printed: Ethan Conrad	Name Printed: Murdock Smith
Title: CEO	Title: Executive Director
By:	By:
Name Printed:	Name Printed:
Title:	Title:
Address: 1300 National Drive, Suite 100 Sacramento, CA 95834	Address:
Telephone:(916) 779-1000	Telephone:(___)
Facsimile:(916) 779-1200	Facsimile:(___)
Email: ethan@ethanconradprop.com	Email:
Email:	Email:
Federal ID No.	Federal ID No.
LESSOR'S BROKER:	**LESSEE'S BROKER:**
Ethan Conrad Properties, Inc.	Newmark Cornish & Carey
Attn: Grant Keeney	Attn: Lucas Lugo
Address: 1300 National Drive, Suite 100 Sacramento, CA 95834	Address: 980 9th Street, Suite 2500 Sacramento, CA 95814
Telephone:(916) 779-1000	Telephone:(916) 569-2322
Facsimile:(916) 779-1200	Facsimile:(916) 920-0854
Email: grant@ethanconradprop.com	Email: llugo@newmarkccarey.com
Broker/Agent BRE License #: 08891996	Broker/Agent BRE License #: 01916673

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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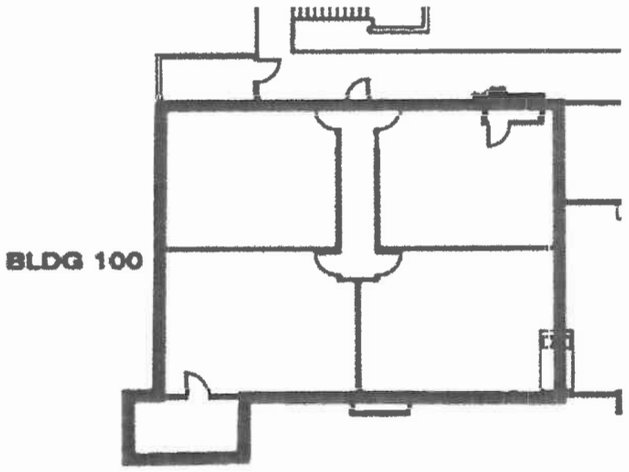
EXHIBIT A



ETHAN CONRAD PROPERTIES INC.
1111 HOWE AVENUE
2ND FLOOR
SACRAMENTO, CA

Initials:

RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Dated: June 30, 2017

By and Between

Ethan Conrad, an individual and Highlands Community Charter and Technical School, a non-profit organization.

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.
24. Lessee shall at all times have "chair mats" on all carpeted surfaces for which there are chairs with rolling wheels located, to protect such carpeted areas so they are not damaged by such rolling wheels.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

In the event that Lessee violates any of the herein described General Rules and/or Parking Rules, including the provisions of Paragraph 1.2 (b) or Paragraph 2.6 of the Lease, then Lessor shall give one written "warning" of such violation to Lessee. In the event that Lessee further violated any of said provisions, Lessor shall have the right to fine Lessee the sum of $250.00 per violation, which shall be immediately due and fines shall be considered "Rent" as defined in this Lease.

INITIALS

INITIALS

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From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:16:07 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 051 - 555 Capitol Mall Suite 1275.pdf 052 - 3205 Hurley Way.pdf 053 - 229 Clark Ave, Suite Q & V.pdf

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Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:12 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:34 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590

–

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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–

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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AMENDMENT 1
TENANT SUB-LEASE AGREEMENT
(Highlands Community Charter & Technical Schools Sub-Lease)

This AMENDMENT 1 is added to the Tenant Sub-Lease Agreement (this "Lease") made and entered into as of July 15, 2021, (the "Effective Date"), by and between Lao Family Community Development, a California nonprofit public benefit corporation ("Landlord"), and Highlands Community Charter & Technical Schools, a California nonprofit public charter school, incorporated in California ("Tenant").

RECITALS

WHEREAS, the Landlord is the master tenant of that 25,484 square foot facility (the "Facility") and land parcel commonly known as 3205 Hurley Way (APN 286-0151-041), in Sacramento, County of Sacramento, California (the "Property") herein referenced as Exhibit A. The Property is zoned RD20 Residential Use. Landlord has that certain Non-Conforming Use Certificate with rights to use it to operate a Rehabilitation Center serving Disabled Adults, adults with other backgrounds, for vocational training, education, group workshops, activity center, counseling, support, resource, community housing and its administrative use purposes;

WHEREAS, the Landlord holds the Property pursuant to that certain Master Lease Agreement with Property owner Care Hurley Way LLC, a California limited liability company, as master landlord;

WHEREAS, the Tenant pursuant to Section 1.a. Facilities and 1c. Tenant's Proportionate Share desires to add 1,694 SF of additional rentable space for its use facilities classrooms/secure storage for textbooks and supplies/laundry/bathrooms/parking space for student transportation van. The additional cost of this space is $5,675.00 per month ($2.05 PSF base rent + $1.30 PSF CAM = $3.35 PSF X 1,694 SF= $5,675.00). This includes tenant improvement. The effective date of this additional space is 05/01/2022. This base rent is effective up to month 36 starting from 07/15/2021.

WHEREAS, all other sections of the Tenant Sub-Lease Agreement remain the same.

By: _____ Date: 4/2/21
Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 5/1/22
Kathy Chao Rothberg, CEO
Lao Family Community Development, Inc.

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TENANT SUB-LEASE AGREEMENT
(Highlands Community Charter & Technical Schools Sub-Lease)

This Tenant Sub-Lease Agreement (this "Lease") is made and entered into as of July 15, 2021, (the "Effective Date"), by and between Lao Family Community Development, a California nonprofit public benefit corporation ("Landlord"), and Highlands Community Charter & Technical Schools, a California nonprofit public charter school, incorporated in California ("Tenant").

RECITALS

WHEREAS, the Landlord is the master tenant of that approximately 25,484 square foot facility (the "Facility") and land parcel commonly known as 3205 Hurley Way (APN 286-0151-041), in Sacramento, County of Sacramento, California (the "Property") as more particularly described at Exhibit A. The Property is zoned RD20 Residential Use. Landlord has that certain Non-Conforming Use Certificate with rights to use it to operate a Rehabilitation Center serving Disabled Adults, adults with other backgrounds, for vocational training, education, group workshops, activity center, counseling, support, resource, community housing and its administrative use purposes;

WHEREAS, the Landlord holds the Property pursuant to that certain Master Lease Agreement (the "Master Lease") with the Property owner, Care Hurley Way LLC, a California limited liability company, as master landlord ("Master Landlord");

WHEREAS, Care Hurley Way LLC has financed the acquisition of the Property, together with the Facility, land and certain amenities thereon, with a loan (the "Loan") from SELF-HELP FEDERAL CREDIT UNION ("Lender") secured by a deed of trust;

WHEREAS, the Property acquisition is expected to be completed on or about July 16, 2021, and the Landlord expects to receive a Business License to operate from the County of Sacramento contemporaneously therewith allowing use and operation of the Facility and Property as contemplated above;

WHEREAS, both the Landlord and Tenant intend to endeavor to operate the Facility in a manner that meets Lender's requirements for funding facilities that include one or more charter schools as tenants, in accordance with the Loan; and

WHEREAS, after the acquisition of the Facility and Property by the Master Landlord, and the Master Landlord entering into the Master Lease with the Landlord, the Landlord desires to sub-lease the Premises (as defined in Section 1a) to the Tenant, and the Tenant desires to sub-lease the Premises from the Landlord to operate an adult education, vocational training, education curriculum, accompanying guidance and counseling, supports and activities to adults with diverse backgrounds including disabilities. The initial lease for the 2021-2024 school years is a 3-year lease with one option for another 3 years lease;

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WHEREAS, Tenant agrees not to discriminate in the selection or acceptance of any student pursuant to this Lease because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of California Government Code, ancestry, or Marital status, or citizenship, within the limits imposed by law or corporation policy. And Landlord agrees not to discriminate from same said in referring students to the Tenant's program; and

WHEREAS, Tenant's charter school will be operating academic credit and/or English Language Development courses aimed at adults including adults with disabilities and each student will be subject to policies, rules, and regulations of the Tenant's programs;

NOW THEREFORE, in consideration of the foregoing, of mutual understanding of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Fundamental Lease Provisions

a. Facility:

The spaces in the Facility, commonly known as:
Building 2 and Building 4 (HCCS Use)
4 Rooms identified as:
Gym/Rehab Classroom which is 1,603 square feet
HTR Classroom 2 which is 1,603 square feet
HTR Classroom 1 which is 1,916 square feet
Skills Center which is 2,476 square feet

Total 4 rooms at 7,598 square feet (sometimes called the "Premises")

b. Facility, Common Area, & Property Size:

Within the Facility, approximately 7,598 square feet of the Facility is for the exclusive use of the Tenant.

There are common areas within the Facility which include:

1,360 square feet of interior and 4,330 deck area for a total of 5,690 sf (common area is 22% of the Facility). There is also 2.5 acres of common area exterior parking lot and grounds on the Property. The property is approximately 5 acres.

The common area, garden activity, Garden of Eats, and grounds will be managed and maintained by LFCD, its maintenance contractors, and program and senior volunteers.

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Other Facility Common Area space include:

1) Main reception lobby, waiting area, and hallway;

2) Main information reception desk and public bathroom;

3) Property management office, electrical, mechanical, HVAC, fire riser rooms, server and maintenance and janitorial area, mail room, water fountains, exterior benches and gathering areas, ingress and egress, walk ways, drive ways;

4) Outdoor parking area for students/visitors, adult trainees, tenant, bike parking area, 1 main entrance-exit vehicle gate, emergency pedestrian exit gate on the back of the property, utilities easement areas, emergency cull de sac and easement gate, loading areas, outdoor landscape and garden areas including, outside activity areas, picnic areas;

5) Common trash enclosure, storage sheds, green house;

6) Drinking water fountain as required by health code, Secured server room and IDF locations for the internet, data room areas, security cameras, building telephone and alarm system rooms, perimeter fencing and lighting, building directory and monument signage area etc.

c. Tenant's Proportionate Share:	Tenant shall pay 30% of Landlord's real property taxes, liability insurance, and the operating cost of the Common Area expenses (except as otherwise set forth in Section 3.C.) (the "Proportionate Share").
d. Initial Term w/Option:	The initial term shall begin and end in accordance with Section 2.A., and the initial term may be extended in accordance with Section 2.B.
e. Excess Service Fee:	To cover the cost of providing an additional two (2) days per week of janitorial services in Tenant's space in buildings 2 and 4, as set forth in Section 15, Tenant shall pay an initial estimated amount of $912 per month (the "Excess Service Fee").
f. Commencement:	July 16, 2021 or such date agreed to by the Parties

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g.	Option to Extend:	X____(yes) __(no) If yes, One (X) option(s) for a Three (3) years lease
h.	Expiration Date	The end of the completion of the third full year following the Commencement Date, subject to any Extension Option.
i.	Base Rent, Additional Rent, and Excess Service Fee:	Base Rent shall be $2.05 per sf per month for Month 1 to Month 36, or as otherwise provided at Section 3B. Initially, Additional Rent shall be $1.30 per square foot per month, and shall be subject to adjustment in accordance with Section 3B. The Option Period rent is negotiable in accordance with Section 3B(ii). Initial monthly rent is calculated as follows: The Base Rent ($2.05 per sf x 7,598 =$ 15,576) Initial Additional Rent ($1.30 per sf X 7,598 = $9,877) Excess Service Fee of $912 for two (2) additional days of janitorial service per week. Estimated Total = $26,365per month for month 1 to 36.
j.	Additional Rent:	Additional Rent is defined at Section 3C and shall include Tenant's Proportionate Share of Landlord's real property taxes, Common Area maintenance expense and utilities.
k.	Annual Rent Increase Limits	Maximum: X (yes) ___(no) Base Rent Shall not increase year-over-year during the initial term. Base Rent may be increased by up to 3% year-over-year during the Option Period.
l.	Rent Increase Date(s):	Once each year, at the beginning of each year during the Term and at the beginning of each year during each Option Period. Not Applicable During the Initial Term.
m.	Security Deposit:	One month of the Base Rent, which is $15, 576
n.	Permitted Use:	Use of the site for the sole purpose of operating an adult English Language Development and/or High School Diploma and Career

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Technical Education programs supporting adults and adults with disabilities.

Tenant is responsible for securing and complying with practices applicable and maintaining all its licenses and/or permits necessary, if any, for conducting an adult education school. Tenant further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting their education activities.

Tenant is responsible for securing and paying for any Sacramento County business license, and any permits/special permits as applicable for its permitted use.

If Tenant desires to have a special event at the Property where catering is needed, Tenant understands that local vendors are preferred.

o. Tenant's Liability Insurance: $2,000,000 annual aggregate

p. Interest on Late Payments: Ten percent (10%) interest per annum (or the maximum rate permitted by law, if less) ("Overdue Rate") on outstanding balance due.

q. Trash Pickup: One (1) time per week from the common trash dumpster.

r. Address of Landlord & Contact for Operational Needs:

Lao Family Community Development
2325 East 12th Street, Suite 226
Oakland, CA 94601, Attention: CEO
(510) 533-8850 Office or (510) 694-0075 Property Site Supervisor
Or Hurley Way Operations Assistance for direct Facility needs at the property level

s. Address of Tenant:

Any notice required or permitted under this Lease shall be deemed sufficiently given 72 hours after if sent by United States certified mail, return receipt requested, or if served in person or 24 hours if delivered via overnight Federal Express/UPS/Delivery Carrier addressed as follows:

Before Occupancy of the Premises by Tenant:

_____

_____

Attention: _____

After Occupancy of the Premises by Tenant:

_____

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Attention: _____

In each case with a copy to:

_____

_____

Attention: _____

Landlord and Tenant shall each have the right from time to time to change their respective notice address set forth in this Section 1 by written notice thereof to the other party.

t. Master Lease: The terms of this Lease shall be subject in all respects to the terms and conditions of the Master Lease.

2. Term.

A. Initial Term. Landlord hereby leases the Premises (as defined in Section 1.a) to Tenant, and Tenant hereby leases the same from Landlord, for the Initial Term. The Term shall begin on the earlier to occur of either: (i) July 16, 2021, or (ii) such time as is mutually agreed to by the Landlord and Tenant (the "Commencement Date"). The Term shall end on the third anniversary of the Commencement Date. Landlord shall prepare, and Landlord and Tenant shall each sign and deliver to the other party hereto a signed counterpart of the Commencement Date Memorandum in substantially the form attached hereto as Exhibit C, which shall set forth the actual Commencement Date for all purposes of this Lease. The Initial Term, as extended by any and all exercised Option Period, as described below in Section 2.B, shall be defined herein as the "Term" of this Lease. Landlord shall use its best efforts to give Tenant possession as early as possible after the Effective Date. In this case, Landlord estimates giving possession on July 16, 2021.

B. Options to Extend. Prior to the expiration of the Term of the Lease, but no later than January 1, 2023, the Tenant may request to the Landlord an Option to Extend the Term of the Lease per Section 1.d. The provisions of this Lease shall govern and be applicable to the Option Period, except as to the rate of Base Rent, which shall be adjusted during the Option Period pursuant to Section 3.B.ii-vi, as applicable, and any other provision of this Lease that is expressly applicable only to the Option Period

3. Rent.

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A. Payment of Rent. Landlord and Tenant agree that Tenant's obligation to pay Base Rent, Additional Rent, and the Excess Service Fee shall start on the Commencement Date. Base Rent and Additional Rent shall collectively be referred to herein as "Rent."

i. After the Commencement Date, Tenant shall pay Base Rent on the first day of each calendar month during the Term, in advance, in the manner described below. If the Commencement Date occurs, or if the Term ends, on a day other than the first (or last) day of a calendar month, the Base Rent for any such partial month shall be prorated based on a thirty (30) day month. Notwithstanding the foregoing, Tenant shall pay Landlord the first month's Base Rent concurrently with execution and delivery of this Lease.

ii. After the Commencement Date, Tenant shall pay Landlord the first installment of Additional Rent on the first day of each calendar month during the Term, in advance based on the Initial Estimated Operating Expenses, in the manner described below. If the Commencement Date occurs, or if the Term ends, on a day other than the first (or last) day of a calendar month, the Base Rent for any such partial month shall be prorated based on a thirty (30) day month. Notwithstanding the foregoing, Tenant shall pay Landlord the first month's Additional Rent concurrently with execution and delivery of this Lease.

iii. All Rent shall be due and payable at the address of Landlord (see Section 1.r) or at such other place designated by written notice from Landlord to Tenant. Rent payments not paid within ten (10) days from the date when due shall bear interest from the date due until paid at the annual rate of ten percent (10%) per annum, or the maximum rate permitted by law.

B. Base Rent.

i. Initial Term. The Base Rent shall be $2.05 per square foot per month for month 1 to month 36. Base Rent Shall not increase year-over-year during the initial term. After the Initial Term, this Base Rent will be adjusted in accordance with Section 3B(ii) below.

ii. Option Period: Base Rent shall be adjusted during the Option Period. The Base Rent will be negotiated at no less than the market rent. The final amount will be negotiated at a mutually agreed upon amount in writing by both parties as follows:

Within ninety (90) days of Tenant and Landlord agreeing to exercise the option to extend the term under Section 2.B., Landlord shall compute the Base Rent for the Option Term in question and shall give written notice of the Base Rent amount for such Option Term to Tenant together with a copy of the calculation of such Base Rent amount. Tenant shall pay to Landlord as Base Rent during each Option

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Period, in lawful money of the United States, commencing at the commencement date of such Option Period, in the amount set forth in the notice Landlord provided pursuant to this Section 2.B. for such Option Period.

Base Rent may be increased by up to 3% year-over-year during the Option Period.

C. Additional Rent.

i. Tenant shall pay to landlord as "Additional Rent" its Proportionate Share of Landlord's real property taxes (except as otherwise set forth in Section 3.C.iii), liability insurance, Common Area maintenance expense, and utilities for the Premises (collectively, the "Operating Expenses").

For the first calendar year after the Commencement Date Tenant shall pay as additional rent $1.30 per square foot per month, which amount may be adjusted pursuant to the terms set forth herein and is an estimate of the actual Operating Expenses.

ii. Subject to Section 3.C.i and Section 3.C.iii, Tenant shall pay to Landlord as the Additional Rent, Tenant's Proportionate Share of the Operating Expenses described in this Section, in the following manner:

1. Tenant shall pay monthly for Tenant's Pro Rata Share of Operating Expenses as reasonably estimated by Landlord. Any monies paid in advance to Landlord by Tenant shall not accrue interest thereon.

Sixty (60) days after the end of each quarter, Landlord shall deliver a statement to Tenant setting forth the difference between Tenant's actual Pro Rata Share of Operating Expenses (subject to Section 3.C.iii) and the total amount of the monthly payment paid by Tenant to Landlord. Tenant shall thereafter pay to Landlord the full amount of any difference between Tenant's actual obligation over the total amount of Tenant's estimated payments within thirty (30) days after receipt of said statement; conversely, in the event Tenant's estimated payments exceeded Tenant's actual obligation, Landlord shall either refund the overpayment to Tenant or credit said overpayment against Tenant's Additional Rent obligation in the forthcoming year. In the event this Lease expires on a date other than the end of a billing period, Tenant's obligation with respect to any amounts owed to Landlord shall survive the expiration of the Lease Term, and shall be invoiced to Tenant when the same have been accurately determined or, at Landlord's option, such amounts shall be reasonably estimated by Landlord to reflect the period of time the Lease was in effect during such billing period.

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2. Any delay or failure of Landlord in (i) delivering any estimate or statement described in Section 3.C.ii.1., or (ii) computing or billing of Tenant's Pro Rata Share of Operating Expenses shall not constitute a waiver of its right to require an increase in Additional Rent, or in any way impair the continuing obligations of Tenant under this Section 3.C. In the event of any dispute as to any Additional Rent due under this Section 3.C, Tenant and its employees, accountants, advisors, attorneys and consultants shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office.

If, after such inspection, Tenant still disputes such Additional Rent, upon Tenant's written request therefor, a certification as to the proper amount of all Operating Expense charges and the amount due to or payable by Tenant shall be made by an independent certified public accountant mutually agreed to by Landlord and Tenant. If Landlord and Tenant cannot mutually agree to an independent certified public accountant, then the parties agree that Landlord shall choose an independent certified public accountant to conduct the certification as to the proper amount of all of Tenant's Pro Rata Share of Operating Expense charges due by Tenant for the period in question; provided, however, such certified public accountant shall not be the accountant who conducted Landlord's initial calculation of all Operating Expense charges to which Tenant is now objecting. Such certification shall be final and conclusive as to all parties. If the certification reflects that Tenant has overpaid Tenant's Pro Rata Share of Operating Expense charges for the period in question, then Landlord shall credit such excess to Tenant's next payment of such charges and conversely, if Tenant has underpaid Tenant's Pro Rata Share of Operating Expense charges, Tenant shall promptly pay such additional charges to Landlord.

Tenant and Landlord shall equally share the cost of such certification and the investigation with respect thereto unless it is determined that Landlord's original statement was in error in Landlord's favor by more than ten percent (10%), in which event Landlord shall be liable for all such costs.

Tenant waives the right to dispute any matter relating to the calculation of Tenant's Pro Rata Share of Operating Expense charges or Additional Rent under this Section 3.C if any claim or dispute is not asserted in writing to Landlord within ninety (90) days after delivery to Tenant of the original billing statement with respect thereto. Notwithstanding the foregoing, Tenant shall maintain strict confidentiality of all of Landlord's accounting records and shall not disclose the same to any other person or entity except for Tenant's professional advisory representatives (such as

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Tenant's employees, accountants, advisors, attorneys and consultants) with a need to know such accounting information, who agree to similarly maintain the confidentiality of such financial information

iii. The parties acknowledge and agree that Tenant is an Adult Charter School. The Landlord expects to receive, a property tax welfare from property taxes based on Landlord's 'charitable purposes (however the sublease portion of the Facility to the Tenant may also be qualified for property tax reduction or waiver. Tenant has the burden to file this welfare exemption) if applicable.

The Landlord will work with the Owner of the Property and Tenant to obtain/maintain the Landlord's tax exemption for the overall Property from the Sacramento County assessor's Office and State BOE. Tenant shall be responsible for its Pro Rata Share of the unsecured property taxes assessed on the sublease portion of the Facility, and the parties shall work together to calculate the resulting amount of Tenant's sublease portion in the Pro Rata Share of Operating Expenses.

For the avoidance of doubt, the amount of unsecured property taxes that would be assessed on the Property if it does not receive a tax welfare exemption shall be considered for purposes of calculating the maximum amount of Tenant's Pro-Rata Share of Operating Agreements, but Tenant shall not have any obligation to pay such amount of taxes as long as the welfare exemption is maintained. The parties further acknowledge and agree that Tenant shall not be liable for any increase in real property taxes resulting solely from (a) improvements made by Landlord or other tenants of other parts of the Facility after the Commencement Date, or (b) the sale or transfer of the Facility by Landlord or Master Landlord.

4. Common Areas.

A. Common Areas. "Common Areas" as used in this Lease means the existing and future improvements to the Facility, including, Section 1: Fundamental Lease Provisions, Section C. Common Areas as described. Tenant and Tenant's agents, employees and invitees shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants, invitees of the Facility to use of the Common Areas. Landlord shall have the sole right to regulate the use of the Common Areas; provided that nothing shall restrict access to the Premises by Tenant and its agents, employees, contractors, invitees and guests.

B. Common Area Expenses shall include such costs necessary to maintain the Facilities (subject to Section 8 hereto), but shall not include (and Tenant shall not be charged for) the costs to repair or replace the Common Areas necessitated to comply with the Americans with Disabilities Act as such laws are in effect as of the Commencement Date and/or any and all structural aspects of the Facility, such as the roof and exterior walls. The following are included in the calculation of expenses related to operating the Facility per Proforma July 9, 2021: (1)

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wages, salaries and fees of auditing and accounting personnel in connection with the Facility, whether fulltime or part-time; (2) payroll charges for personnel, such as unemployment and social security taxes, workers' compensation, health, accident and group insurance, and other so-called reasonable fringe benefits; (3) rental charges for office space specifically chargeable to the operation and management of the Facility; and (4) the cost of any labor saving devices that may, from time to time, be placed in operation as a part of Landlord's maintenance program. However, in the event there are revisions to the Americans with Disabilities Act following the Commencement Date and such revisions dictate those repairs or replacements be made to the Common Areas, Landlord shall perform such work and include the costs thereof in Common Area Expenses; provided, however, that any capital expenditure shall be amortized (including interest at market rates on the unamortized cost) over its reasonable useful life.

5. Security Deposit.

At the time of the Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum shown as Security Deposit in Section 1.m. The Security Deposit is to be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. In the event the Lease gets terminated prior to the Commencement Date, Landlord shall return any and all amounts deposited by Tenant within three (3) business days of the date the Lease was terminated.

If Tenant is in Default, Landlord can use the Security Deposit, or any portion of it, to cure the Default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's Default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the Security Deposit expended or applied by Landlord as provided in this Section 5 so as to maintain the Security Deposit in the sum initially deposited with Landlord. If Tenant is not in Default at the expiration or termination of this Lease, Landlord shall return the Security Deposit to Tenant within thirty (30) days of expiration or termination of this Lease. Landlord's obligations with respect to the Security Deposit are those of a debtor and not a trustee. Landlord will maintain the Security Deposit separate and apart from Landlord's general funds. Landlord shall not be required to pay Tenant interest on the Security Deposit.

6. Use.

A General Use Requirements. Notwithstanding anything in this Lease to the contrary, Tenant shall not use the Facility for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Should any regulation now or hereafter be imposed on Tenant by any governmental body relating to the use or occupancy of the Facility or the Common Areas by Tenant or any guest or invitee of Tenant or concerning occupational, health or safety standards for employers, employees, or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such regulations if such regulations relate to anything within the Facility or if compliance with such regulations is within the control of Tenant and applies to an area outside of the Property.

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B. Legal Use Compliance Requirements. Tenant shall use and occupy the Premises or any portion thereof, for uses in compliance with all applicable federal, state or local laws, statutes, ordinances, orders, rules, regulations and requirements.

C. Self-Help Federal Credit Union Use Requirements. Tenant acknowledges that the Landlord utilized financing ""to acquire the Property containing the Facility and consequently Tenant must abide by the following covenants described in this Section 6. Tenant shall use and occupy the Facility in compliance with the requirements of the Loan.

D. For so long as the Loans remain outstanding, and relating to certain reporting requirements imposed on Landlord by the Lender in connection therewith, Tenant agrees to cooperate with Landlord to document compliance with this Section by giving Landlord reasonable access to records maintained by Tenant regarding Tenant's operations, provided, however, that (i) Tenant will not be required to disclose any confidential or private information regarding its employees, operations or clients, and Tenant shall have reasonably determine of whether particular information is private or confidential; (ii) Tenant will not be required to maintain or create records Tenant does not already collect in the ordinary course of business; and (iii) Tenant shall deliver to Landlord any and all documents and information that Landlord is obligated to deliver to Lender pursuant to the Loan.

E. Access to the Premises. Tenant and Tenant's agents, employees and invitees shall have access to the Facility, seven (7) days a week, twenty-four (24) hours per day. Landlord and Tenant to work out the process per the Landlord's Operating Procedures Rules.

7. Sublease and Assignment.

Tenant shall not sublease all or any part of the Facility, or assign this Lease in whole or in part without Landlord's written consent, which consent shall not be unreasonably conditioned, withheld or delayed. Tenant acknowledges and agrees that, for so long as the Loan is outstanding, (a) Landlord may be required to obtain the written consent of Lender pursuant to the loan documents evidencing the Loans (collectively, the "Loan Documents") in connection with a request for consent submitted by Tenant and (b) it shall not be unreasonable for Landlord to reject Tenant's request for consent if Lender rejects Landlord's request with respect to same.

8. Repairs.

A. Except as otherwise provided in Section 8.B, during the Term of this Lease, Tenant shall make, at Tenant's sole expense, all necessary repairs to the non-structural parts of the Premises, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Tenant shall be responsible for repairing (i) all interior lighting, (ii) interior electrical wiring systems, electrical fixtures, and electrical equipment exclusively serving the Facility, (iii) interior doors, locks and door closers of the Facility, (iv) all signage on the Facility, (v) security systems serving exclusively the Facility, (vi) all partitions, fixtures, equipment, interior painting, interior walls, and floor coverings of the Facility, (viii) all interior walls and interior doors of the Facility,

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and (viii) all glass, windows, window frames, window casements on or about the Facility. All repairs and work to be performed by Tenant shall be completed with materials and workmanship of the same character, kind, and quality as the original thereof, and to the reasonable satisfaction of Landlord.

B. Landlord shall be responsible for repairing, maintaining and preserving, in good condition, the Property and the Facility, including, its structural portions, including the roof, all exterior walls, floors (as opposed to floor coverings), the foundation of the Facility, its major mechanical systems, electrical, heating, ventilation, air condition system, plumbing and sewer systems, including those portions of such systems which are outside the Facility, gutters and downspouts on the Facility, the Common Area, and elevator service. All repairs and work to be performed by Landlord under this Lease shall be performed in a good and workmanlike manner, using new materials equivalent in quality to those used in the construction of the initial improvements to the Facility. All work shall be diligently prosecuted to completion. Upon completion by Landlord of such repairs and work, Tenant shall inspect or cause to be inspected the Facility and the repairs made thereon to ensure compliance with the standards set forth herein in connection with such repairs. In the event that Tenant determines that any repair was performed in a substandard condition or requires further repair or attention, Tenant shall notify Landlord in writing of the need to perform additional repairs and Landlord shall perform or cause to be performed such work as is reasonably necessary to address Tenant's concerns regarding said repair work and shall complete the same within ten (10) business days of written notice from Tenant regarding such additional repairs. Landlord shall ensure that all work is performed to current construction codes. Landlord shall cause each contractor and subcontractor to maintain all workers' compensation insurance required by law and liability insurance (including property damage) in amounts reasonable for the work to be performed or as may be reasonably required by Tenant.

9. Alterations and Tenant Improvements.

A. Tenant shall not make any additions, improvements or replacements of and to all or any part of the Facility without Landlord's written consent. Notwithstanding the foregoing, Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Facility, and fasten the same to the Facility. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Facility by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the Term provided that all damage to the Facility caused by such removal shall be repaired by Tenant at Tenant's expense.

B. Tenant shall be solely responsible for the payment of the following items: Total Costs for any tenant improvements referenced in this Section 9B will be paid in advance to the Landlord, if the Tenant wishes for the Landlord oversee the work. Landlord can oversee the work completion and bid estimates; which the Tenant will approve in writing.

10. Property Taxes.

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To the extent applicable, Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments pertaining to the Property coming due during the Term, and all personal property taxes with respect to Landlord's personal property, if any, on the Property. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Facility. Tenant shall also be responsible for paying all applicable taxes associated with the Tenant's leasehold interest in the Facility.

11. Insurance.

A. Landlord shall maintain fire and extended coverage insurance on the Facility and the Property in such amounts as Landlord shall deem appropriate or that Lender shall require.

B. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Facility with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord, Care Hurley Way, LLC and the Lender shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Section 11.B. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least 60 days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Property or the Facility.

C. Landlord and Tenant agree to cause the insurance companies issuing their respective insurances to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively, as long as the insurance is not invalidated by such waiver. If the waivers of subrogation are contained in their respective insurance policies, Landlord and Tenant waive any right that either may have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

12. Services and Utilities.

A. Landlord agrees to supply water, gas, light, heat, power, electricity, telephone and sewer connections to the Facility, including fiber optic cables (if applicable) to the main server room of the Facility. If separately metered or provided, Tenant shall be responsible for paying all water, gas, light, heat, power, electricity, telephone, sewer charges, and all other services supplied to or consumed on the facility, and all taxes and surcharges thereon. If any other utility or service is not separately metered or provided, Tenant shall pay Tenant's proportionate share of charges for the utility or service as part of the Additional Rent. Tenant

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shall pay to Landlord Tenant's Proportionate Share of the cost of all utilities and services supplied to the Common Areas as part of the Additional Rent.

There shall be equitable adjustments made for those tenants in the Facility that are high utility users, such as a tenant operating a café-restaurant-restaurant training facility or tenants with showers and clothes washing machines.

B. Landlord shall provide heating, ventilation, air conditioning system, and garbage-recycling removal for the Facility, including the Property.

C. Landlord agrees to provide, during business hours and, upon notice from Tenant, outside of business hours, heating, ventilation and air conditioning in sufficient quantities and temperature to provide Tenant comfortable occupancy of the Facility and comfortable use of the Common Areas. The Facility shall be adequately lit at all times during the Term.

D. Landlord will provide twenty-eight (28) dedicated parking spaces based on 7,598 sf of lease facility, and twenty-three (23) parking spaces that are non-dedicated on a first come first serve basis, basic set of building and suite keys, a main reception/info personnel during regular business hours, basic commercial janitorial for all bathrooms, lobby floor and common area floors, basic carpet vacuuming, sweeping and mopping janitorial in the Tenants office space, common area and office garbage receptacle removal, lighting, main fire alarm monitoring, annual pest, fire extinguishers including annual examination and filling, permit and maintenance, maintenance of common public areas, Landlord's portion of general liability and property insurance, annual exterior window cleaning, ground upkeep and repairs, maintenance and repair of bathrooms, a common mail room and common trash enclosure area outside. Landlord may have some overflow parking spaces.

E. Tenant to pay for its own server and internet data service, alarm system in their units, telephone/fax in their units, copy/scanner machines if relevant, office supplies, any special locksmith, window treatments, painting and decorations, etc. Tenant may make arrangements with the Landlord (separate cost calculation).

F. Tenant to obtain their own business license. Tenant to obtain their own general, liability, property and business equipment and other insurance relevant to their business. Tenant responsible to file their annual welfare tax exemption with the county for their property tax. Tenant is also responsible for paying their own employees.

13. Signs.

Tenant's name and business identification shall be placed in the directory of the Facility in the lobby. Appropriate suite entrance signage will be installed by the Tenant at Tenant's cost. If Tenant wants the Landlord can oversee design and installation and the cost will be passed on to the Tenant. Landlord will provide a style guide for Tenant. Tenant to provide logo and other information to the Landlord. Landlord will have a basic Monument sign and will work with Tenant

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on their basic information (any special request outside of the basic sign will be at the Tenant's cost and the approval response time will not be unreasonable.)

14. Entry.

Landlord shall have the right to enter upon the Tenant's Facility at reasonable times, during normal business hours and after reasonable written notice (except in the event of a required emergency repair), to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Facility.

15. Janitorial.

Commercial janitorial of common spaces throughout the Facility and basic janitorial in the Tenant's Facility will be provided by the Landlord or Landlord's vendor. Interior cleaning of office spaces is at a basic good level of 3 times a week. The Tenant has requested for excess janitorial service at 2X additional per week at a cost of $912 (2021-2022) for Tenant's Facility and the Tenant will pay for this as additional rent from the Landlord's vendor.

16. Facility Rules.

Tenant will comply with the rules of the Facility adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

17. Damage and Destruction.

A. If the Facility or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects so as to render the same tenantable for Tenant's purposes, and if the damages cannot be repaired as reasonably determined by Landlord within two hundred seventy (270) days from the date of said casualty, this Lease shall terminate as of the date of such casualty. If the damages can be repaired within said two hundred seventy (270) days, and Landlord does not elect within ninety (90) days after the date of such casualty to repair same, then Tenant shall have the right to terminate this Lease as of the date of such damage by giving written termination notice to Landlord. In the event of any such termination, the parties shall have no further obligations to each other, except for those obligations accrued through the effective date of such termination; and, upon such termination, Tenant shall immediately surrender possession of the Facility to Landlord. Should Landlord elect to make such repairs, this Lease shall remain in full force and effect (except as otherwise provided in this Section 16), and Landlord shall proceed with all due diligence to repair and restore the Premises to a condition substantially similar to that condition which existed prior to such casualty (excluding Tenant's alterations, trade fixtures, equipment and personal property, which Tenant shall be required to restore). In the event the repair and restoration of the Facility extends beyond two hundred seventy (270) days after the date of such casualty due to causes beyond the control of Landlord, this Lease shall remain in full force and effect (except as otherwise provided in this Section 16),

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and Landlord shall not be liable therefor; but Landlord shall continue to complete such repairs and restoration with all due diligence. In the event of minor damage to any part of the Facility, and if such damage does not render the Facility unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this Section 16, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.

B. Tenant shall be relieved from paying Rent and other charges during any portion of the Term that the Facility are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant.

C. The provisions of this Section 16 extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Facility or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

18. Default.

If default shall at any time be made by Tenant in the payment of Rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the Term ended and terminated and terminate Tenant's right to possession of the Facility by giving Tenant written notice of termination, and if possession of the Facility is not surrendered, Landlord may reenter said facility. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use commercially reasonable efforts to mitigate its damages.

19. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Facility during the Term.

20. Condemnation.

A. If any legally, constituted authority condemns the entire Facility or such part thereof which shall make the Facility unsuitable for leasing, this Lease shall cease when the public

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authority takes possession (a "Taking"), and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation.

B. If any material portion, but less than all, of the Property or Facility becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to any Lender, then Tenant may terminate this Lease by delivering written notice thereof to Landlord within thirty (30) days after such Taking. All Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If this Lease is not so terminated, then rent thereafter payable hereunder shall be abated for the duration of the Taking in proportion to that portion of the Facility rendered tenantable by such Taking for as long as, and to the extent that, such portion of the Facility is rendered tenantable.

C. Neither party shall have any rights in or to any award made to the other by the condemning authority.

21. Subordination, Nondisturbance, and Attornment.

A. Tenant's rights under this Lease shall subordinate to the interest of any lien of any deed of trust in force or later placed against the Property (including, without limitation, by Lender or any other lender of Landlord), upon any Facility placed later upon the Property and to all advances made upon the security thereof. With the exception of Lender and any Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing, executed by the Master Landlord for the benefit of the Lenders, no mortgagee or beneficiary named in a deed of trust shall disturb Tenant's peaceable possession of the Facility if Tenant is not in default under this Lease.

This Section 20A. is self-operative, and no further documentation of Tenant's subordination and attornment is required; however, Tenant shall execute any customary subordination agreement requested by Landlord or Master Landlord, or any mortgagor or beneficiary of Master Landlord upon written request (including without limitation Lender). Tenant shall accept performance of any of Landlord's obligations hereunder by any mortgagee or beneficiary of Master Landlord.

B. If any proceedings are brought for foreclosure, or if the power of sale under any deed of trust or deed to secure debt made by Master Landlord or Landlord covering the Facility is exercised, Tenant shall attorn to the purchaser upon the foreclosure or sale and recognize the purchaser as the Landlord under this Lease.

C. Tenant agrees to make such reasonable modifications to this Lease as may be reasonably required in connection with the obtaining of financing or refinancing of the Facility or any portion thereof or interest therein, so long as such modifications do not change the economic terms hereof or materially affect Tenant's rights, increase Tenant's obligations, or reduce Landlord's obligations hereunder.

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D. Landlord agrees to provide a non-disturbance agreement, in form and substance reasonably satisfactory to Tenant, from all holders of superior positions to Tenant's interest under the Lease.

22. Indemnification.

A. Except to the extent caused by the gross negligence or willful misconduct of any Landlord Indemnified Party (as defined below) or a breach of this Lease or any applicable law, ordinance, rule, or regulation by a Landlord Indemnified Party, Tenant shall at all times relieve, defend, indemnify, protect, and hold harmless Landlord, officers, agents, consultants, counsel, employees and volunteers (each, a "Landlord Indemnified Party") from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Tenant (the "Landlord Claims"), for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of Landlord, its officers, agents, employees or volunteers, to the extent that such Landlord Claims arise from or are caused by (a) the operation, maintenance, use, or occupation of the Property by Tenant or its agents, officers, employees, licensees, concessionaires, permittees or any sub lessees, (b) the acts, omissions, misconduct or negligence of Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, or (c) the failure of Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees to observe and abide by any of the terms or conditions of this Lease or any applicable law, ordinance, rule, or regulation. The obligation of Tenant to so relieve, indemnify, protect, and save harmless Landlord, officers, agents, consultants, counsel, employees and volunteers, shall continue during any periods of occupancy or of holding over by Tenant, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees, beyond the expiration of the Term.

B. Except to the extent caused by the gross negligence or willful misconduct of any Tenant Indemnified Party (as defined below) or a breach of this Lease or any applicable law, ordinance, rule, or regulation by a Tenant Indemnified Party, Landlord shall at all times relieve, defend, indemnify, protect, and hold harmless Tenant and its officers, agents, consultants, counsel, employees, volunteers, invitees, guests, licensees, permittees and sub lessees (each, a "Tenant Indemnified Party") from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending against the same by an attorney selected by Landlord (the "Tenant Claims"), for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of Tenant, its officers, agents, employees or volunteers, to the extent that such Tenant Claims arise from or are caused by the willful misconduct or gross negligence of Landlord, its agents, officers, employees, licensees, concessionaires, permittees or sub lessees (other than Tenant). The obligation of Landlord to so relieve, indemnify, protect, and save harmless Tenant and its officers, agents, consultants, counsel, employees, volunteers, invitees, guests, licensees, permittees and sub lessees shall continue during any periods of occupancy or of holding over by Tenant, its agents,

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officers, employees, licensees, concessionaires, permittees or sub lessees, beyond the expiration of the Term.

23. Surrender of Property.

At the termination of this Lease, Tenant shall peaceably leave, quit and surrender the Premises, or any portion thereof, so terminated. Upon such termination the Premises, or any portion thereof, so terminated shall become the sole property of Landlord at no cost to the Landlord and shall be free of all liens and encumbrances and in "as-is, where-is" condition.

24. CASp Inspection.

In accordance with California Civil Code Section 1938, the Landlord hereby discloses to the Tenant that the Premises has not undergone an inspection by a "Certified Access Specialist" (CASp). The following provision is required to be included in this Lease pursuant to California Civil Code Section 1938:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject p remises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

In the event Tenant desires to cause a CASp inspection, then such inspection shall occur after the Lease Commencement Date, and, as between the Landlord and the Tenant, the Tenant shall be solely responsible for the costs of such inspections and the cost of making any repairs identified by such inspection; provided, however, any repair work is subject to all applicable requirements of this Lease.

25. Parking.

Tenant, Tenant's employees and guest shall have access to twenty-eight (28) dedicated parking space.

An additional 23 public parking spaces at the Facility will be on a first come first serve basis. Beyond the Tenant's twenty-eight (28) dedicated parking spaces, the Tenant has the option to enter into negotiations with the Landlord for the rental of additional designated parking spaces ($80 per space per month for additional parking. Limited availability).

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The Landlord will provide parking lot usage rules to all of the tenants closer to the time of Commencement Date.

26. Brokers. – Check One

_X_ Tenant represents that Tenant was not shown the Facility by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for a real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

_Tenant was shown the property by_____who is a licensed real estate agent in the State of California from_____Agency. Landlord and Tenant agree to abide by the signing party's listing agreement and to pay the commission amount specified.

27. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

28. Notice to Lender.

So long as the Lenders shall hold a lien on the Property, Tenant and Landlord each agree that, simultaneously with the giving of each other notice pursuant to this Lease, they shall also give a duplicate copy thereof to such Lenders, or their designated assigns.

29. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

30. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors, transferees and assigns.

31. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's written consent is required or desirable under this Lease. Tenant

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acknowledges and agrees that, for so long as the Loans remain outstanding, (a) Landlord may be required to obtain the written consent of Lender pursuant to the Loan Documents in connection with a request for consent by Tenant and (b) it shall not be unreasonable for Landlord to reject Tenant's request if Lender rejects Landlord's request with respect to the same.

32. Performance.
If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at the Overdue Rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

33. Compliance with Law.
Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Property and/or Landlord, as the Master Tenant of the Property.

34. Final Agreement.
This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein, and terminates and supersedes all prior understandings or agreements on such subject matter. This Agreement may be modified only by a further writing that is duly executed by both parties.

35. Governing Law.
This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California and Sacramento County.

36. Attorneys' Fees; Jurisdiction; Venue.

If any such action or proceeding shall be in Sacramento, California. If any action, proceeding or arbitration is brought to enforce this Agreement or interpret any of its terms, the prevailing party in such action shall be entitled to recover from the non-prevailing party in addition to its costs and expenses (including, without limitation, its reasonable attorneys', accountants', experts', and consultants' costs, expenses and fees, court costs and investigative expenses prior to trial, at trial and on appeal). Each party to this Agreement consents to the jurisdiction of the courts of the State of California and the United States courts in the State of California and agrees that venue in any such action or proceeding shall be in Sacramento , California.

37. Force Majeure.
Each party shall be excused from performing an obligation or undertaking provided for in this Lease for so long as such performance is prevented, delayed, retarded or hindered by an Act

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of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strike, lockout, action of labor unions, requisitions, laws, or orders of government or civil or military authorities.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:
LAO FAMILY COMMUNITY DEVELOPMENT, a California nonprofit public benefit corporation

By: _____

Name: _____

Its: _____

TENANT:
Highlands Community Charter & Technical School, a Public Charter Schools, a California nonprofit corporation

By: _____

Name: _____

Its: _____

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EXHIBIT A

SITE PLAN

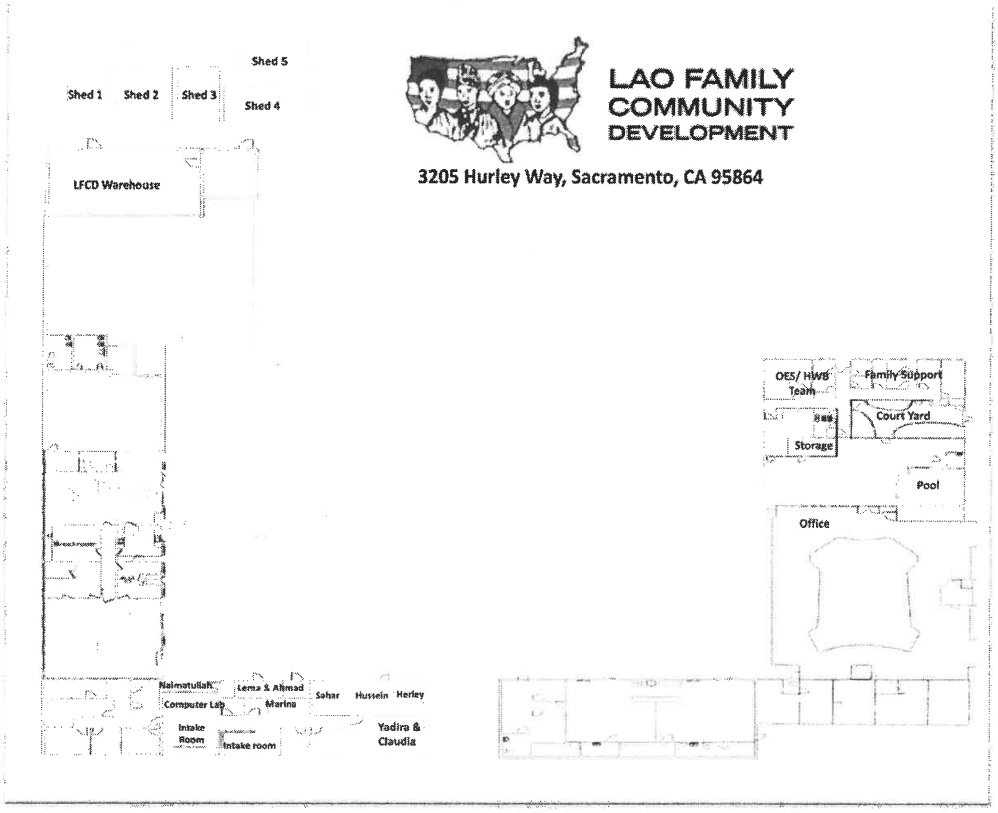

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EXHIBIT B
LANDLORD'S WORK

(None)

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SCHEDULE 1
LANDLORD'S
WORK FOR
TENANT

None

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EXHIBIT C
COMMENCEMENT DATE OF LEASE MEMORANDUM

The Commencement Date of Lease begins on July 16, 2021. Lao Family Community Development Inc. as Landlord and the Highlands Community Charter & Technical Schools, as Tenant, with reference to that certain Tenant Sub-Lease Agreement (the "Lease"), dated as of July 15, 2021 by and between Landlord and Tenant for the leasing of that certain facility (the "Facility") located 3205 Hurley Way Sacramento 95864 as more particularly described in the Lease. Capitalized terms used but not defined herein shall have the meanings set forth for such terms in the Lease.

Total 7,598 SF

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and, in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Tenant hereby agree as follows:

1. **The Lease Commencement Date shall be July 16, 2021.**

2. **The Expiration Date of the Initial Term of the Lease shall be July 16, 2024.**

3. Landlord and Tenant hereby further agree that the Lease is in full force and effect, and that the terms and provisions of the Lease shall remain unchanged.

4. In the event of any conflict or inconsistency between the terms and provisions of this Lease Commencement Date Memorandum, the terms and provisions of this Commencement Date Memorandum shall prevail.

IN WITNESS WHEREOF, the parties have executed this Commencement Date Memorandum as of the day and year first above written.

LANDLORD:
LAO FAMILY COMMUNITY DEVELOPMENT, a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

TENANT:
Highlands Community Charter & Technical School, a Public Charter Schools, a California nonprofit corporation

By: _____
Name: _____
Its: Ex Dir

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is made as of July 16 , 2021, by and among SELF-HELP FEDERAL CREDIT UNION, a credit union chartered under the laws of the United States (the "Lender"), LAO FAMILY COMMUNITY DEVELOPMENT INC., a California nonprofit public benefit corporation (the "Sublandlord"), and HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS, a California nonprofit corporation (the "Subtenant").

WITNESSETH:

WHEREAS, the Lender is holder of a certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") from Care Hurley Way LLC, a California limited liability company ("Landlord") securing one or more notes or obligations of Landlord to Lender under that certain Promissory Note and that certain Loan Agreement, by and between Landlord and the Lender, such documents evidencing a principal indebtedness of $2,565,000. The Deed of Trust has been or will be recorded in the Official Records of the County Recorder of Sacramento County, State of California, and encumbers certain property located in Sacramento County, State of California, such property being more particularly described in the Deed of Trust, which description is by this reference made a part hereof (the "Premises"); and

WHEREAS, Sublandlord is the holder of a leasehold estate under and pursuant to that certain Tenant Sub-lease Agreement dated July 15, 2021 (together with all inserts and riders thereto and all amendments, supplements, replacements and other modifications thereof, the "Master Lease") with Landlord for the Premises as more particularly described therein; and

WHEREAS, Subtenant is the holder of a leasehold estate under and pursuant to that certain Master Lease Agreement dated July 13 , 2021 (together with all inserts and riders thereto and all amendments, supplements, replacements and other modifications thereof, the "Sublease") with Landlord for the Premises as more particularly described therein; and

WHEREAS, the parties hereto desire to set forth their rights in connection with said Sublease and Deed of Trust.

NOW, THEREFORE, in consideration of the covenants hereinafter contained and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Sublease Subordination. The Sublease and all of the terms, covenants and provisions thereof and the entire right, title and interest of Tenant thereunder shall be and hereby are made subject and subordinate in all respects to the Deed of Trust and to the lien thereof and to all the terms, conditions and provisions thereof, and to any renewals, extensions, increases, modifications, consolidations or replacements thereof.

2. Conditional Non-Disturbance. Provided that a Termination Event (hereinafter defined) shall not have occurred, Lender shall not name Subtenant as a party defendant to any action for foreclosure or other enforcement of the Deed of Trust (unless required by law), nor shall the Sublease be terminated by Lender in connection with, or by reason of, foreclosure or other proceedings for the enforcement of the Deed of Trust, or by reason of a transfer of the Sublandlord's interest under the Sublease pursuant to the taking of a deed or assignment in lieu of foreclosure (or similar device). As used

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herein, "Termination Event" means any default by the Subtenant under this Agreement or the Sublease that exists after the end of any applicable notice and cure period.

3. Attornment.

(a) In the event that Lender or any other person or entity shall succeed to the rights of Sublandlord under the Sublease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Sublandlord's rights (hereinafter sometimes called a "successor sublandlord"), Subtenant shall attorn to and recognize such successor sublandlord as its new sublandlord under the Sublease, and Subtenant shall promptly execute and deliver such instruments that such successor sublandlord may reasonably request to evidence such attornment. Subtenant hereby waives the provisions of any statute or rule of law now or hereafter in effect that may give or purport to give it any right or election to terminate or otherwise adversely affect the Sublease or the obligations of Subtenant thereunder by reason of any foreclosure or other action whatsoever in enforcement of the Deed of Trust.

(b) Upon such attornment as provided in subparagraph 3(a) above, provided a Termination Event has not occurred, the Sublease shall continue in full force and effect as, and as if it were, a direct lease between Subtenant and such successor sublandlord upon all of the terms, covenants, conditions and agreements as set forth in the Sublease, and Subtenant shall, from and after the successor sublandlord's succession to the interest of Sublandlord under the Sublease, have the same remedies against such successor sublandlord for the breach of any agreement contained in the Sublease that Subtenant might have had under the Sublease against Sublandlord if the successor sublandlord had not succeeded to the interest of Sublandlord; provided, however, that the successor sublandlord shall not be: (i) liable for any accrued obligation or previous act or omission of any prior landlord under the Sublease (including Sublandlord); (ii) subject to any credits, claims, offsets or defenses which Subtenant might have against any prior landlord (including Sublandlord) or to the payment of rent or other performance under the Sublease; (iii) required to account for any security deposit other than any security deposit actually delivered to the successor sublandlord; (iv) bound by any previous modification of the Sublease or by any previous prepayment of more than one month's rent, unless such modification or prepayment shall have been expressly approved in writing by Lender or such successor sublandlord; or (v) obligated to commence or complete any construction or to make any contribution toward construction or installation of any improvements upon the Premises required under the Sublease or any expansion or rehabilitation of existing improvements thereon.

4. Subtenant's Assurances. Subtenant shall provide Lender with prompt notice of any asserted default against Sublandlord under the Sublease. Subtenant shall not, without obtaining the prior written consent of Lender, (i) enter into any agreement amending, modifying or terminating the Sublease, (ii) prepay any of the rents, additional rents or other sums due under the Sublease for more than one (1) month in advance of the due dates thereof, (iii) voluntarily surrender the premises demised under the Sublease or terminate the Sublease without cause or shorten the term thereof, or (iv) assign the Sublease or sublet the premises demised under the Sublease or any part thereof other than pursuant to the provisions of the Sublease. Any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without Lender's prior consent, shall not be binding upon Lender or any successor sublandlord.

5. Subtenant's Representations. Subtenant hereby represents and warrants to Lender that as of the date hereof (i) Subtenant is the owner and holder of the tenant's interest under the Sublease, (ii) the Sublease has not been modified or amended except for modifications and amendments previously submitted to and approved by Lender, (iii) the Sublease is in full force and effect, (iv) neither Subtenant nor Sublandlord is in default under any of the terms, covenants or provisions of the Sublease, and

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Subtenant knows of no event which but for the passage of time or the giving of notice or both would constitute an event of default by Subtenant or Sublandlord under the Sublease, (v) neither Subtenant nor Sublandlord has commenced any action or given or received any notice for the purpose of terminating the Sublease, (vi) all rents, additional rents and other sums currently due and payable under the Sublease have been paid in full, and (vii) there are no offsets or defenses to the payment of the rents, additional rents, or other sums payable under the Sublease.

6. Payments to Lender of Payments Under the Sublease. Subtenant acknowledges that it has notice that the Sublandlord's interest under the Sublease and the rent and all other sums due thereunder have been assigned to Lender as part of the security for the indebtedness secured by the Deed of Trust. In the event that Lender notifies Subtenant of any event of default under the Deed of Trust and demands that Subtenant pay rent and all other sums due under the Sublease to Lender, Subtenant agrees that it shall pay rent and all other sums due under the Sublease directly to Lender without notice to or the consent of Sublandlord and without any obligation on the part of Subtenant to determine whether or not the Deed of Trust is in fact in default. The non-disturbance covenants of Lender provided in Paragraph 2 are subject to the undertaking by Subtenant to pay rent and all other such sums directly to Lender after Subtenant's receipt of the notice described above.

7. Estoppel Certificates. Whenever reasonably requested by Lender, Sublandlord and Subtenant from time to time shall severally execute and deliver to Lender, and without charge to Lender, an estoppel certificate setting forth such information as Lender may reasonably require to confirm the current status of the Sublease including, without limitation, a confirmation that the Sublease is and remains in full force and effect.

8. Miscellaneous.

(a) This Agreement may not be modified except by an agreement in writing signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

(b) Nothing contained in this Agreement shall in any way impair or affect the lien created by the Deed of Trust except as specifically set forth herein.

(c) Subtenant further agrees that in the event there is any inconsistency between the terms and provisions hereof and the terms and provisions of the Sublease dealing with nondisturbance, the terms and provisions hereof shall be controlling.

(d) All notices, demands or requests made pursuant to, under, or by virtue of this Agreement must be in writing sent by any overnight courier service providing dated evidence of delivery or mailed by certified or registered mail, return receipt requested to the party to whom the notice, demand or request is being made at its address set forth below:

If to Lender: Self-Help Federal Credit Union
301 W. Main Street
Durham, NC 27701
Attn: Commercial Lending

With a copy to: Self-Help Federal Credit Union
301 W. Main Street
Durham, NC 27701
Attn: General Counsel

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If to Sublandlord:	Lao Family Community Development Inc. 2325 East 12th Street, Suite 226 Oakland, CA 94601 Attention: Kathy Chao Rothberg
If to Subtenant:	Highlands Community Charter and Technical Schools 1333 Grand Avenue Sacramento, CA 95838

Any party may change the place that notices and demands are to be sent by written notice delivered in accordance with this Agreement.

(e) The Subtenant agrees that it shall execute a subordination, nondisturbance and attornment agreement in form and substance substantially similar to this Agreement with any lender designated by the Landlord or any successor landlord. Failure of the Subtenant to do so shall constitute a default under this Agreement and under the Sublease. If any of the terms of this Agreement or the application thereof to any person or entity or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of any such terms to any person or entity or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of California, exclusive of choice of law principles.

(g) To the fullest extent permitted by law, the parties hereto each hereby irrevocably and unconditionally:

(i) agree that any action, suit or proceeding by any person or entity arising from or relating to this Agreement or any statement, course of conduct, act, omission or event in connection therewith (collectively, "Related Litigation") shall be brought in any state or federal court of competent jurisdiction sitting in the State of California, submit to the jurisdiction of such courts, and agree not to bring any Related Litigation in any other forum;

(ii) acknowledge that such courts will be the most convenient forum for any Related Litigation, waive any objection to the laying of venue of any Related Litigation brought in any such court, waive any claim that any Related Litigation brought in any such court has been brought in an inconvenient forum, and waive any right to object, with respect to any Related Litigation, that such court does not have jurisdiction over it;

(iii) consent and agree to service of any summons, complaint or other legal process in any Related Litigation by registered or certified U.S. mail, postage prepaid, to it at the address for notices described in this Agreement, and consent and agree that such service shall constitute in every respect valid and effective service (but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law); and

(iv) to the extent permissible under applicable law, waive the right to trial by jury in any Related Litigation.

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(h) This Agreement may be executed in one or more counterparts by some or all of the parties hereto, each of which counterparts shall be an original and all of which together shall constitute a single agreement.

[remainder of page intentionally left blank]

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WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

SUBLANDLORD:

LAO FAMILY COMMUNITY DEVELOPMENT INC.

By:_____
Name: Kathy Chao Rothberg
Title: Chief Executive Officer

ACKNOWLEDGEMENT

State of California)
) ss.
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

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LENDER:

SELF-HELP FEDERAL CREDIT UNION

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

State of _____)
) ss.
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SUBTENANT:

HIGHLANDS COMMUNITY CHARTER AND
TECHNICAL SCHOOLS

By: _____
Name: Murdock Smith
Title: Ex Dir

ACKNOWLEDGEMENT

State of California)
) ss.
County of Sacramento)

On July 15, 2021 before me, J. Boyer, Notary Public, personally appeared Murdock Smith, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. Boyer

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Docusign Envelope ID: 72471D9C-243F-435C-BE18-4567BB1BA293

SECOND AMENDMENT TO STANDARD MULTI-TENANT SHOPPING CENTER LEASE - NET
dated July 16, 2021
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, a California non-profit organization
is referred to as "Lessee"
with reference to the Premises located at 229 Clark Ave, Suite Q & V
Yuba City, County of Sutter, State of California

This Addendum/Amendment shall, in the event of a conflict, supersede any provisions as set forth in the Lease and any prior Addendums/Amendments.

As an item of clarification all terms set forth in the Lease and preceding Addendums/Amendments shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

All capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Lease.

ADDITIONAL PROVISIONS:

1. **LEASE TERM AND LEASE EXPIRATION DATE:**

   The Lease shall be extended for two (2) years commencing on October 1, 2024, and therefore the Lease Expiration Date shall be modified to be September 30, 2026.

2. **BASE MONTHLY RENT SCHEDULE:**

October 1, 2024 – September 30, 2025:	$3,230.00
October 1, 2025 – September 30, 2026:	$3,358.00

   In addition to the above described Base Monthly Rent, Lessee shall continue to pay to Lessor Lessee's Share of Common Area Operating Expenses and Utility reimbursement on a monthly basis on the first of each month throughout the Term of this Lease.

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad, an individual**

By: DocuSigned by: Ethan Conrad
A5A6A4EFA9B4D3...
Ethan Conrad

Date: 09/23/2024

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a California non-profit organization**

By: Signed by: Bill McGuire
80E0E8B6B4545...
Bill McGuire, Executive Director

Date: 09/23/2024

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March 18, 2024

Accounts Payable
Highland Community Charter and Technical School
1333 Grand Avenue
Sacramento, CA 95838

Re: 2023 CAM Expense Reconciliation and 2024 Estimated CAM Expenses

Dear Accounts,

Per your lease agreement at 229 Clark Avenue, this letter is being sent to inform you that we have reconciled CAM expenses for 2023 and estimated the 2024 CAM expenses for your building.

The summary of your 2023 CAM Reconciliation is shown below. Please remit the balance due within 10 days. If you are due a credit, it will be applied within 10 days.

Expense Pool	Annual Expense	Expense Cap	Your Share	Total Billed	Est Adj	Amount Owed	2024 Estimate
Original Lease Q							
Insurance	6,227.03	.00	279.53	193.84	.00	85.69	279.53
Repairs and Maintenance	93,645.56	.00	4,203.69	2,915.04	.00	1,288.65	4,723.91
Utilities	64,865.68	.00	2,911.78	2,019.12	.00	892.66	2,911.78
Total	**$164,738.27**	**$.00**	**$7,395.00**	**$5,128.00**	**$.00**	**$2,267.00**	**$7,915.22**
Expansion V							
Insurance	6,227.03	.00	186.19	202.44	.00	-16.25	186.19
Repairs and Maintenance	93,645.56	.00	2,799.97	3,044.64	.00	-244.67	3,146.47
Utilities	64,865.68	.00	1,939.46	2,108.92	.00	-169.46	1,939.46
Total	**$164,738.27**	**$.00**	**$4,925.62**	**$5,356.00**	**$.00**	**$-430.38**	**$5,272.12**
Total			**$12,320.62**	**$10,484.00**	**$.00**	**$1,836.62**	**$13,187.34**

We work hard to manage our properties well and control our operating expenses. We do this to keep your cost down. Effective April 1, 2024 and until further notice, your estimated monthly CAM charges will be as follows:

Estimated CAM	659.60	Suite Q
Estimated CAM	439.34	Suite V
TOTAL	**$1,098.94**	

1300 National Drive, Suite 100 Sacramento, CA 95834
(916) 779-1000 Fax (916) 779-1200
www.ethanconradprop.com

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For clarity, this amount is due on the first of every month with the Base Monthly Rent.

Please see the attached documents for the detail of the 2023 CAM reconciliation and the calculation methods. We appreciate having you as a tenant, and we value your input. If you have any questions, please let us know.

Sincerely,

Janice Sirois
Lease Administration Manager

1300 National Drive, Suite 100 Sacramento, CA 95834
(916) 779-1000 Fax (916) 779-1200
www.ethanconradprop.com

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CALCULATION METHOD

Actual Expense * gross up % * # of days =Annual Expense (prorated)
(Annual Expense (prorated) - Base year amount) * Prorata % = Your Share

Note: If your lease contains an Operating Expense Cap and the Annual Expenses are greater than your CAP, we would replace the Annual Expense amount in this formula with the CAP amount.

2023 Lease Recovery Detail

Expense Pool	Actual Expenses	Gross Up	Days Occup	Annual Expenses (Prorated)	Base Year Amount (Prorated)	Prorata %	Your Share
Original Lease Q							
Insurance	6,227.03	0.00%	365	6,227.03	.00	4.49%	279.53
Repairs and Maintenance	33,415.90	0.00%	365	93,645.56	.00	4.49%	4,203.69
Utilities	64,865.68	0.00%	365	64,865.68	.00	4.49%	2,911.78
Total	**$104,508.61**			**$164,738.27**	**$.00**		**$7,395.00**
Expansion V							
Insurance	6,227.03	0.00%	365	6,227.03	.00	2.99%	186.19
Repairs and Maintenance	33,415.90	0.00%	365	93,645.56	.00	2.99%	2,799.97
Utilities	64,865.68	0.00%	365	64,865.68	.00	2.99%	1,939.46
Total	**$104,508.61**			**$164,738.27**	**$.00**		**$4,925.62**
Total							**$12,320.62**

2023 Expense Detail by Pool

Expense Pool	Description	Expense
Insurance		
	Passthru Insurance	6,227.03
Total Insurance		**6,227.03**
Repairs and Maintenance		
	CAM - Light Audits	144.00
	CAM Exterior Window Cleaning	550.00
	CAM Monthly Sweeping Srvc	2,640.00
	Day Porter Additional Items (CAM)	375.00
	Day Porter Contract Service	7,607.55
	Fence/Enclosure Repair	244.39
	HVAC - Service Call	3,369.56
	HVAC- Quarterly Maintenance	943.27
	Janitorial Additional Cleaning (CAM)	200.00
	Janitorial Contract Service	12,608.32
	Janitorial Supplies	10,722.77
	Landscape - Monthly Fountain Service	1,960.00
	Maintenance - Recurring	4,200.00
	Monthly Landscape Service	4,560.00
	Non-Recurring Passthru Pkg Lot Repairs/Maint	-35,096.67
	Passthru Door Repair	743.15
	Passthru HVAC Replacement	-11,588.91
	Passthru Lighting/Electrical	1,587.16
	Passthru Locks & keys	729.53
	Passthru Management	12,369.85
	Passthru Pest Control	1,100.00
	Passthru Plumbing	190.00

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	Pressure Washing	1,200.00
	Repairs - Non-Recurring	4,021.91
	Roof Repair/Service	-4,437.93
	Security Monthly Service	10,272.95
	Tree Service	2,200.00
Total Repairs and Maintenance		**33,415.90**
Property Taxes		
	Passthru Property Tax	31,411.18
Total Property Taxes		**31,411.18**
Utilities		
	CAM Included - Regular Trash Service	3,277.29
	CAM Included - Special Pickup/Dump Run	282.00
	Passthru Electricity	41,485.72
	Passthru Gas	10,685.46
	Passthru Sewer	4,550.09
	Passthru Storm Drain	1,181.12
	Passthru Water	3,404.00
Total Utilities		**64,865.68**
TOTAL		**135,919.79**

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April 18, 2023

Accounts Payable
Highland Community Charter and Technical School
1333 Grand Avenue
Sacramento, CA 95838

Re: 2022 CAM Expense Reconciliation and 2023 Estimated CAM Expenses

Dear Accounts,

Per your lease agreement at 229 Clark Avenue, this letter is being sent to inform you that we have reconciled CAM expenses for 2022 and estimated the 2023 CAM expenses for your building.

The summary of your 2022 CAM Reconciliation is shown below**.** Please remit the balance due within 10 days. If you are due a credit, it will be applied within 10 days.

Expense Pool	Annual Expense	Expense Cap	Your Share	Total Billed	Est Adj	Amount Owed	2023 Estimate
Original Lease Q							
Insurance	7,334.00	.00	329.22	80.76	.00	248.46	329.22
Repairs and Maintenance	84,065.50	.00	3,773.65	925.64	.00	2,848.01	3,773.65
Utilities	80,066.68	.00	3,594.14	881.60	.00	2,712.54	3,594.14
Total	**$171,466.18**	**$.00**	**$7,697.01**	**$1,888.00**	**$.00**	**$5,809.01**	**$7,697.01**
Expansion V							
Insurance	7,334.00	.00	219.28	257.12	.00	-37.84	219.28
Repairs and Maintenance	84,065.50	.00	2,513.53	2,947.56	.00	-434.03	2,513.53
Utilities	80,066.68	.00	2,393.96	2,807.32	.00	-413.36	2,393.96
Total	**$171,466.18**	**$.00**	**$5,126.77**	**$6,012.00**	**$.00**	**$-885.23**	**$5,126.77**
Total			**$12,823.78**	**$7,900.00**	**$.00**	**$4,923.78**	**$12,823.78**

We work hard to manage our properties well and control our operating expenses. We do this to keep your cost down. Effective May 1, 2023 and until further notice, your estimated monthly CAM charges will be as follows:

Estimated CAM	641.00	Suite Q
Estimated CAM	427.00	Suite V
TOTAL	**$1,068.00**	

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For clarity, this amount is due on the first of every month with the Base Monthly Rent.

Please see the attached documents for the detail of the 2022 CAM reconciliation and the calculation methods. We appreciate having you as a tenant, and we value your input. If you have any questions, please let us know.

Sincerely,

Janice Sirois
Lease Administration Manager

1300 National Drive, Suite 100 Sacramento, CA 95834
(916) 779-1000 Fax (916) 779-1200
www.ethanconradprop.com

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CALCULATION METHOD

Actual Expense * gross up % * # of days =Annual Expense (prorated)
(Annual Expense (prorated) - Base year amount) * Prorata % = Your Share

Note: If your lease contains an Operating Expense Cap and the Annual Expenses are greater than your CAP, we would replace the Annual Expense amount in this formula with the CAP amount.

2022 Lease Recovery Detail

Expense Pool	Actual Expenses	Gross Up	Days Occup	Annual Expenses (Prorated)	Base Year Amount (Prorated)	Prorata %	Your Share
Original Lease Q							
Insurance	7,334.00	0.00%	365	7,334.00	.00	4.49%	329.22
Repairs and Maintenance	84,065.50	0.00%	365	84,065.50	.00	4.49%	3,773.65
Utilities	80,066.68	0.00%	365	80,066.68	.00	4.49%	3,594.14
Total	**$171,466.18**			**$171,466.18**	**$.00**		**$7,697.01**
Expansion V							
Insurance	7,334.00	0.00%	365	7,334.00	.00	2.99%	219.28
Repairs and Maintenance	84,065.50	0.00%	365	84,065.50	.00	2.99%	2,513.53
Utilities	80,066.68	0.00%	365	80,066.68	.00	2.99%	2,393.96
Total	**$171,466.18**			**$171,466.18**	**$.00**		**$5,126.77**
Total							**$12,823.78**

2022 Expense Detail by Pool

Expense Pool	Description	Expense
Insurance		
	Passthru Insurance	7,334.00
Total Insurance		**7,334.00**
Repairs and Maintenance		
	CAM - Light Audits	411.92
	CAM Exterior Window Cleaning	825.00
	CAM Roof Cleaning	250.00
	Day Porter Additional Items (CAM)	198.00
	Day Porter Contract Service	4,576.35
	HVAC - Service Call	5,951.73
	HVAC- Quarterly Maintenance	815.22
	Janitorial Contract Service	9,359.00
	Janitorial Supplies	5,529.02
	Landscape - Irrigation Repairs	999.94
	Landscape - Monthly Fountain Service	1,725.00
	Maintenance - Recurring	3,950.00
	Monthly Landscape Service	4,050.00
	Non-Recurring Passthru Pkg Lot Repairs/Maint	2,733.33
	Passthru Fire/Alarm	285.00
	Passthru Lighting/Electrical	5,971.25
	Passthru Locks & keys	579.05
	Passthru Management	13,118.73
	Passthru Pest Control	1,300.00
	Passthru Plumbing	1,261.88
	Passthru Signage - CAM	18.70
	Passthru Windows & Blinds	539.65

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	Pressure Washing	1,760.00
	Repairs - Non-Recurring	3,246.91
	Roof Repair/Service	1,604.82
	Security Monthly Service	13,005.00
Total Repairs and Maintenance		**84,065.50**
Property Taxes		
	Passthru Property Tax	28,049.63
Total Property Taxes		**28,049.63**
Utilities		
	CAM Included - Regular Trash Service	14,719.37
	CAM Included - Special Pickup/Dump Run	1,371.95
	Passthru Electricity	46,910.37
	Passthru Gas	7,876.20
	Passthru Sewer	5,168.21
	Passthru Water	4,020.58
Total Utilities		**80,066.68**
TOTAL		**199,515.81**

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FIRST AMENDMENT TO STANDARD MULTI-TENANT SHOPPING CENTER LEASE - NET
dated July 16, 2021
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, a California non-profit organization
is referred to as "Lessee"
with reference to the Premises located at 229 Clark Ave, Suite Q
Yuba City, County of Sutter, State of California

This Addendum/Amendment shall, in the event of a conflict, supersede any provisions as set forth in the Lease and any prior Addendums/Amendments.

As an item of clarification all terms set forth in the Lease and preceding Addendums/Amendments shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

All capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Lease.

ADDITIONAL PROVISIONS:

1. **EXPANSION PREMISES:**

   Effective September 1, 2021, the Premises shall be expanded to include Suite V ("Expansion Premises") in the Project consisting of approximately 1,123 square feet as shown on the attached Exhibit A. The Premises shall then total 2,809 square feet.

2. **BASE MONTHLY RENT SCHEDULE:**

Dates:	Existing Premises:	Expansion Premises:	Total:
September 1 – 30, 2021:	$868.00	Free	$868.00
October 1, 2021 – August 31, 2022:	$1,736.00	$1,021.00	$2,757.00
September 1, 2022 – August 31, 2023:	$1,788.00	$1,052.00	$2,840.00
September 1, 2023 – September 30, 2024:	$1,842.00	$1,083.00	$2,925.00

   In addition to the above described Base Monthly Rent, Lessee shall continue to pay to Lessor Lessee's Share of Common Area Operating Expenses and Utility reimbursement (which as of Lease Amendment execution are currently estimated to be $898.00 and $533.00 per month, respectively) commencing on October 1, 2021 and on a monthly basis on the first of each month throughout the Term of this Lease.

3. **LESSEE'S SHARE OF OPERATING EXPENSE INCREASE:**

   Effective September 1, 2021 Lessee's Share of Operating Expense Increase shall be adjusted from 4.49% to 7.48%.

4. **SECURITY DEPOSIT:**

   Per Section 5 of this Lease, upon the execution of this Lease Amendment, Lessee shall pay an additional $1,660.00 toward the Security Deposit to equate to one (1) month's Base Monthly Rent of the Expansion Premises. The Security Deposit shall then total $4,188.00.

5. **CONDITION OF EXPANSION PREMISES:**

   Effective September 1, 2021, Lessor shall provide to Lessee a 6 month warranty for the HVAC system and a 30 day warranty as to the remaining systems (such as electrical, plumbing, and lighting) for the Expansion Premises per Section 2.2 of this lease.

   At Lease Expiration, Lessee shall return the Expansion Premises to Lessor with all parts in good operational order and completing its restoration obligations, vacating the Premises, and delivering the Premises as described per the Lease.

6. **MONIES DUE UPON EXECUTION:**

   Upon Lessee's execution of this Lease Amendment, Lessee shall pay to Lessor $3,320.00 which is the sum of the below items:

October 2021 Rent for Expansion Premises:	$1,660.00
Increased Security Deposit:	$1,660.00
Total Payment Due:	$3,320.00

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7. LESSOR'S WORK:

Lessor, at Lessor's expense, shall substantially complete the below items within 15 business days following mutual Lease Amendment execution.

The below lettered items correspond to the lettered items on the attached Exhibit A:

A. Frame the existing pony wall to create a full height wall at the deck area to separate common space from the Premises
B. Demo and dispose of existing millwork

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**, **an individual**

By: DocuSigned by: Ethan Conrad A5A6A4E4EA9B4D3...
Ethan Conrad

Date: 8/13/2021

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a California non-profit organization**

By: DocuSigned by: Murdoch Smith 1021EC6ABD8B40E...
Murdock Smith, Executive Director

Date: 8/13/2021

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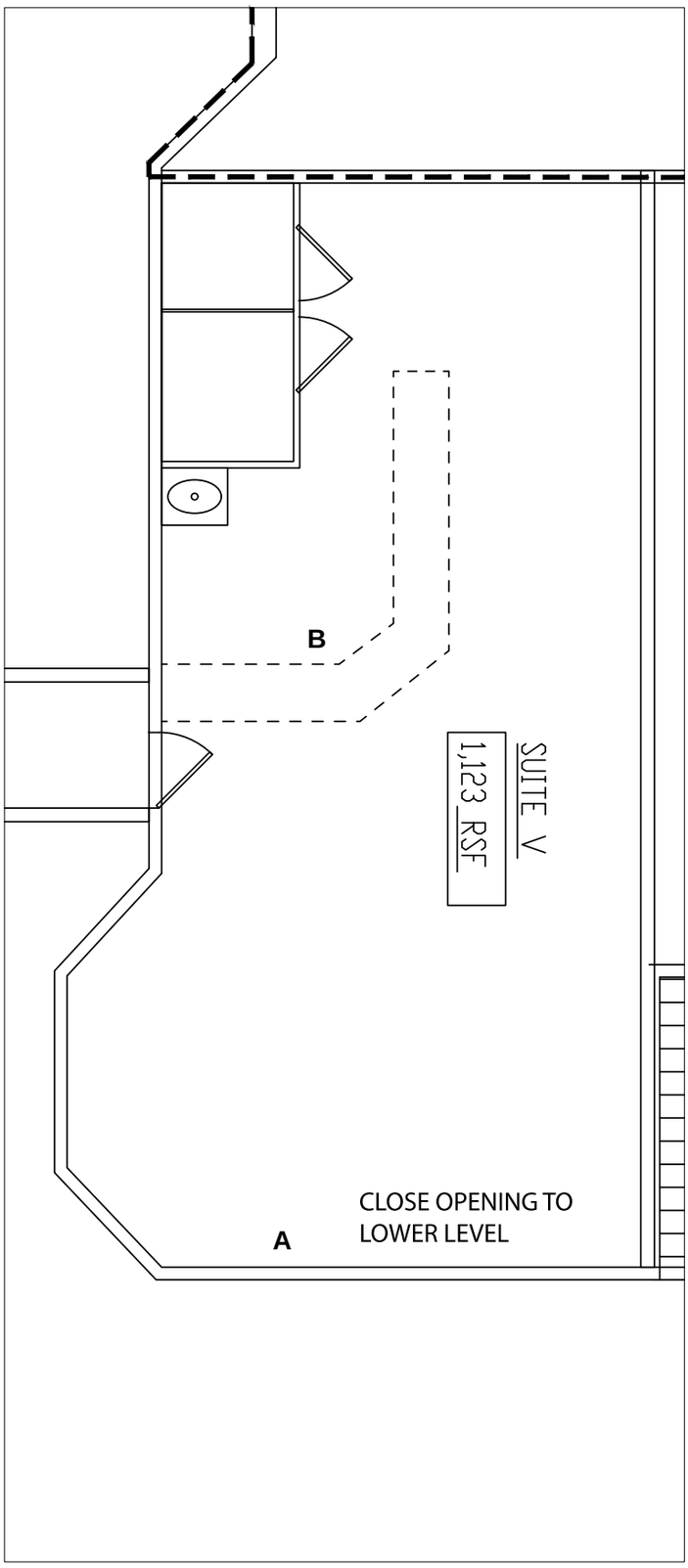
EXHIBIT A

ETHAN CONRAD PROPERTIES INC.
Hillcrest Plaza suite V
229 Clark Ave.
Yuba City, CA



11/4/2019

SCALE: NONE

North

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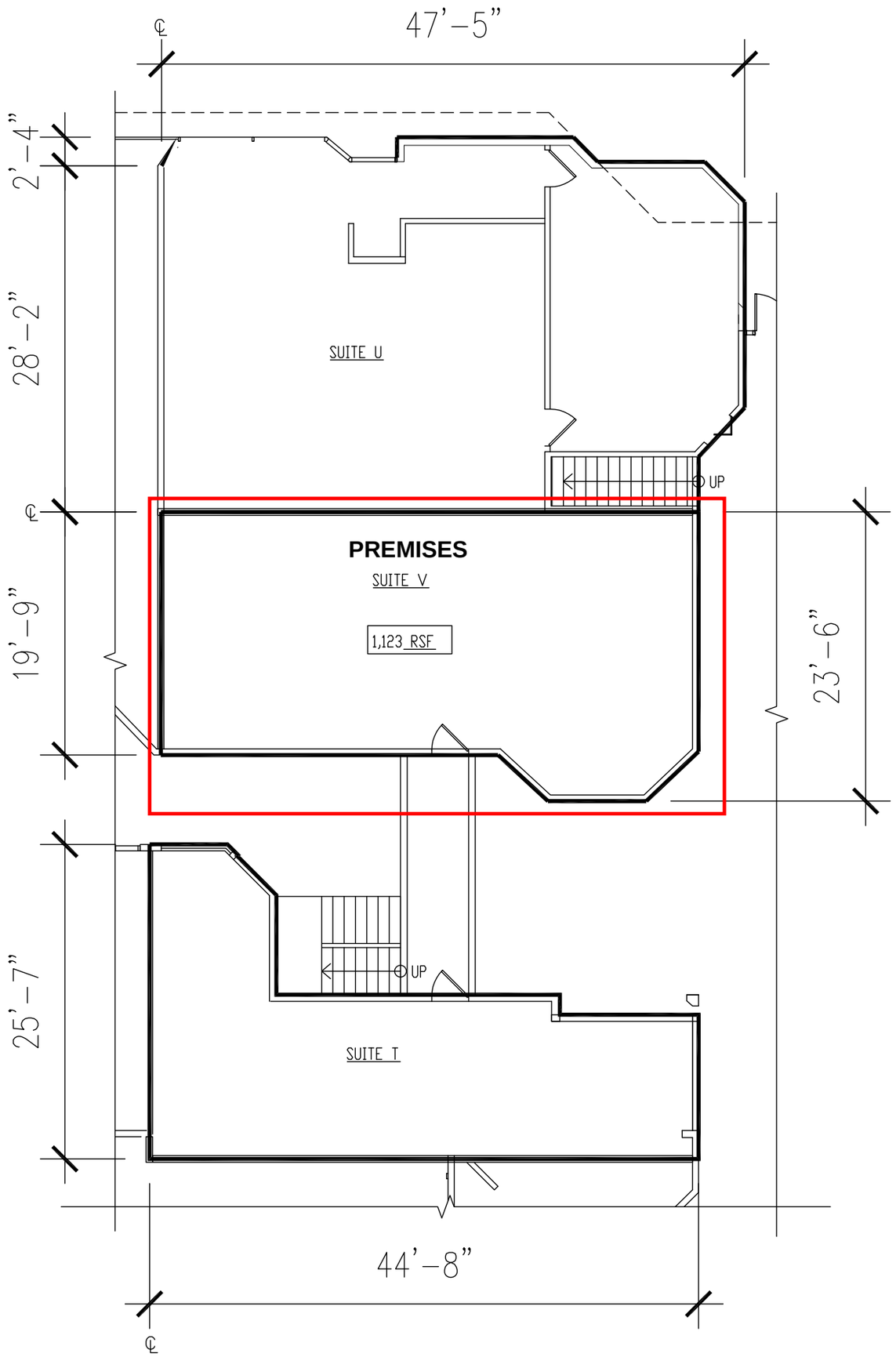
EXHIBIT B



ETHAN CONRAD PROPERTIES INC.
Hillcrest Plaza suite T,U & V
229 Clark Ave.
Yuba City, CA

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STANDARD MULTI-TENANT SHOPPING CENTER LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only July 16, 2021, is made by and between Ethan Conrad, an individual ("**Lessor**") and Highlands Community Charter and Technical School, a California non-profit organization ("**Lessee**") (collectively the "**Parties**", or individually a "**Party**").

1.2 **Premises:** That certain portion of the Shopping Center (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state): 229 Clark Ave, Suite Q, Yuba City, CA, 95991 ("**Premises**"). The Premises are located in the County of Sutter and generally described as (describe briefly the nature of the Premises): an approximately 1,686 SF retail space. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Shopping Center. The Premises and the Building are situated within the Shopping Center known as Hillcrest Plaza. The Premises, the Building, the Common Areas, and all other buildings and improvements within said Shopping Center, together with the land upon which they are located, are herein collectively referred to as the "**Shopping Center**." (See also Paragraph 2)

1.3 **Term:** Three (3) years and one and one half (1.5) months ("**Original Term**") commencing August 16, 2021 ("**Commencement Date**") and ending September 30, 2024 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $1,736.00 per month ("**Base Rent**"), payable on the first day of each month commencing September 16, 2021. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 **Percentage Rent Rate**: N/A percent (N/A %) of Gross Sales. Percentage Rent shall be due and payable in accordance with the provisions of the Percentage Rent Addendum, if any, attached hereto and made a part hereof, and Paragraph 4 hereof.

1.7 **Lessee's Share of Common Area Operating Expenses**: Four and forty-nine hundredths percent (4.49 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Shopping Center are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.8 **Merchants' Association Annual Dues**: N/A per year ("**Merchants' Association Dues**"). Lessee shall pay Merchants' Association Dues and/or become a member of the Merchants' Association in accordance with the provisions of the Merchants' Association Addendum, if any, attached hereto.

1.9 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $1,736.00 for the period September 16 - October 15, 2021.

(b) **Common Area Operating Expenses:** The current estimate for the period September 16 - October 15, 2021 is $472.00.

(c) **Security Deposit:** $2,528.00 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Merchants' Association Dues**: N/A for the period N/A.

(e) **Other:** $320.00 for monthly utility reimbursement.

(f) **Total Due Upon Execution of this Lease:** $5,056.00.

1.10 **Agreed Use**: Charter school. (See also Paragraph 6)

1.11 **Agreed Trade Name**: Highlands Community Charter. (See also Paragraph 6)

1.12 **Insuring Party**. Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.13 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation**: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm N/A License No. _____ Is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent _____ License No. _____ is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm N/A License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of N/A or N/A % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.14 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("**Guarantor**"). (See also Paragraph 37)

1.15 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 53;

☑ a site plan marked Exhibit A depicting the Premises;

☑ a site plan marked Exhibit B depicting the Shopping Center;

☐ a current set of the Rules and Regulations for the Shopping Center;

☐ a current set of the Sign Criteria for the Shopping Center;

☐ a Work Letter;

☐ other (specify): NONE.

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within 30 days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Premises shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems

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or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Premises. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act) and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall not use and shall not permit its employees to use any parking spaces in the Shopping Center except for parking by vehicles that are no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessee shall permit its employees to only occupy those parking spaces, if any, as depicted as employee parking spaces on the Shopping Center site plan. Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Shopping Center and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Shopping Center and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Shopping Center. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas, nor the right to display merchandise or conduct sales in the Common Areas. Any such storage, display or sales shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, as exercised in Lessor's sole discretion, which consent may be revoked at any time. In the event that any unauthorized storage or displays shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Shopping Center and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Shopping Center.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes or additions to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, elevations, landscaped areas, signage, walkways and utility raceways;

(b) To use and close temporarily any of the Common Areas for the purpose of maintaining, repairing and altering the Shopping Center, so long as reasonable access to the Premises remains available, and to close temporarily any of the Common Areas to whatever extent is required in the opinion of Lessor's counsel to prevent a dedication of or the accrual of any rights of any persons or of the public to any of the Common Areas;

(c) To designate other land outside the boundaries of the Shopping Center to be a part of the Common Areas or to be entitled to use the Common Areas

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on a reciprocal basis;

(d) To add additional buildings and improvements to the Common Areas; and

(e) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Shopping Center as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

2.11 **Common Areas - Promotional Events; Sidewalk Sales**. Lessor reserves the right, from time to time, in Lessor's sole discretion, to utilize portions of the Common Areas for promotional events, which may include but shall not be limited to entertainment. Lessor further reserves the right, in Lessor's sole discretion, to permit any one or more tenants of the Shopping Center to conduct the display and/or sale of merchandise from the sidewalks immediately adjacent to such tenants' respective premises.

2.12 **Common Areas - Remodeling**. At any time during the Term, Lessor may remodel or expand, in any manner, the existing Shopping Center, which work may include, without limitation, the addition of shops and/or new buildings to the Shopping Center (collectively, "**Remodeled Center**"). If Lessor deems it necessary for construction personnel to enter the Premises in order to construct the Remodeled Center, Lessor shall give Lessee no less than 60 days prior notice and Lessee shall allow such entry. Lessor shall use reasonable efforts to complete any work affecting the Premises in an efficient manner so as not to interfere unreasonably with Lessee's business. Lessee shall not be entitled to any damages for any inconvenience or any disruption to Lessee's business caused by such work; provided, however, the Base Rent paid by Lessee for the period of the inconvenience shall be abated in proportion to the degree that Lessee's use of the Premises is impaired. Lessor shall have the right to use portions of the Premises to accommodate any structures required for the Remodeled Center, provided that if as a result thereof there is a permanent decrease in the floor area of the Premises of 3% or more, there shall be a proportionate downward adjustment of Base Rent and Lessee's Share.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If an Early Possession Date has been specified in Paragraph 1.4, the Parties intend that Lessee shall have access to the Premises as of the Early Possession Date for purposes of preparing and fixturizing the Premises for the conduct of Lessee's business. If Lessee totally or partially occupies the Premises prior to the Commencement Date for any reason (and for purposes hereof, "occupancy" shall include, without limitation, Lessee's entry onto the Premises for purposes of preparing and fixturizing the Premises for business), the obligation to pay Base Rent and Percentage Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to Lessee's obligations to carry insurance and to maintain the Premises) shall be in effect during such period, except that Lessee's obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums shall only be in effect prior to the Commencement Date if Lessee has opened for business in the Premises prior to the Commencement Date. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent and, if applicable, Percentage Rent, Lessee's Share (as specified in Paragraph 1.7) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Shopping Center, including, but not limited to, the following:

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, and replacement as reasonably necessary, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, parking lot striping, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire detection and/or sprinkler systems.

(dd) Common electrical, plumbing and other utilities servicing any building in the Shopping Center and/or the Common Areas.

(ee) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management (including, but not be limited to, a property management fee to Lessor equal to 5% of Base Rent and Percentage Rent), security services, and the costs of any environmental inspections.

(iv) Reserves set aside for equipment, maintenance, repair and replacement of Common Areas.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation of the Shopping Center.

(ix) The cost of any capital improvement to the Building or the Shopping Center not covered under the provisions of Paragraph 2.3, provided, however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) If Lessor determines that the method of proration of any item included within Common Area Operating Expenses is inequitable, Lessor may prorate such item on the basis of usage or other equitable considerations. Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Premises, the Building or to any other premises or building in the Shopping Center or to the operation, repair and maintenance thereof, shall be allocated entirely to such premises or building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to any premises or building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Shopping Center.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Shopping Center already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) If there are one or more Major Tenants (as hereinafter defined) within the Shopping Center, then at Lessor's sole option, the amount to be reimbursed by such Major Tenants to Lessor for all or a portion of the Common Area Operating Expenses may be determined by alternative equitable methods (e.g., a Major Tenant may pay directly for its own security), and the actual amount paid by such Major Tenants shall be credited against the Common Area Operating Expenses

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allocated to other tenants of the Shopping Center; provided, however, that in such event the rentable area of the buildings leased to such Major Tenants shall be excluded from the rentable area of the Shopping Center for purposes of determining Lessee's Share of Common Area Operating Expenses for those specific items, notwithstanding the percentage set forth in Paragraph 1.7. As used herein, the term "**Major Tenant**" shall mean a tenant leasing at least 15,000 square feet of rentable area within the Shopping Center.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**.

(a) **Agreed Use; Agreed Trade Name**. Lessee shall use and occupy the Premises only for the Agreed Use, and for no other purpose, and Lessee shall operate at the Premises only under the Agreed Trade Name and under no other trade name. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvement on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises, and/or is not in conflict with or incompatible with the existing or proposed uses (whether or not exclusive) of other occupants of the Shopping Center. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Trade Name, so long as the same is not in conflict with or incompatible with the nature and character of the Shopping Center or other existing or proposed uses of other occupants of the Shopping Center. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use and/or Agreed Trade Name.

(b) **Continuous Operation**. Lessee shall continuously (i) operate and conduct the Agreed Use under the Agreed Trade Name within the entire Premises in a reputable manner and in conformity with industry standards of practice prevailing in the field of business among merchants engaged in the same or similar business in the city in which the Premises are located, (ii) staff the Premises with sufficient sales personnel, stock the Premises with adequate merchandise and exercise sound business practices so as to maximize Gross Sales for the benefit of Lessor. At a minimum, Lessee shall keep the Premises continuously open for business Monday through Friday from 9:00 a.m. to 6:00 p.m., Saturday from 9:00 a.m. to 6:00 p.m., and Sunday from 10:00 a.m. to 6:00 p.m. If Lessee fails to comply with the requirements of this Paragraph 6.1(b), then in addition to any and all other rights and remedies of Lessor, Lessee shall pay to Lessor an amount equal to 1/15th of the Base Rent for each day or portion thereof that Lessee fails to so comply. Such sum shall be in addition to, and not a part of, the Base Rent otherwise due under this Lease.

(c) **Violations of Exclusive Use Rights**. Lessee acknowledges that Lessor may grant, or may have previously granted, exclusive use rights to other tenants of the Shopping Center and agrees that a material consideration to Lessor in entering into this Lease is Lessee's covenant to limit its use of the Premises to the Agreed Use under the Agreed Trade Name as set forth above. Lessee's violation of exclusive use rights granted to other tenants of the Shopping Center will result in Lessor suffering irreparable harm and, therefore, in addition to all other rights and remedies available to Lessor, Lessor may seek to enjoin Lessee's breach of such covenant and Lessee shall be liable for any damages incurred or sustained by Lessor to such other tenants whose exclusive use rights are breached by Lessee. In no event shall Lessor be liable to Lessee for any failure of any other tenants of the Shopping Center to operate their businesses, or for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or third parties.

(d) **Other Tenancies**. Lessor, at its sole discretion, reserves the absolute right to establish procedures to control other tenancies in the Shopping Center. Regardless of whether any specific tenants are shown on any site plan attached hereto, Lessee does not rely on that fact, nor does Lessor represent that any specific tenant or number or type of tenants shall or shall not during the Term occupy any portion of the Shopping Center, nor does Lessee rely on any other tenant operating its business in the Shopping Center at any particular time or times. Further, no conduct by any tenant, subtenant or other occupant of, or any customer of, or any supplier to or use of any portion of the Shopping Center shall constitute an eviction, constructive or otherwise, of Lessee from the Premises, and Lessee hereby waives any and all claims that it might otherwise have against Lessor by reason thereof.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance,

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security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Shopping Center not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any

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modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor ~~not earlier than 90 and not later than 30 days~~ prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums**. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Shopping Center if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are

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adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Shopping Center, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises or Common Areas which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total Replacement Cost of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full Replacement Cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially

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reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Damage to Shopping Center**. In the event of any damage or destruction to other portions of the Building or to any other buildings in the Shopping Center, whether insured or uninsured (and whether or not there is also damage or destruction to the Premises), which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction, Lessor may either (i) repair such damage or destruction as soon as reasonably possible without expense to Lessee, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage or destruction. Such termination shall be effective 60 days following the date of such notice.

9.7 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Base Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value Insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.8 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Shopping Center, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Shopping Center address. The term "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Shopping Center, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Shopping Center, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Shopping Center by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request, or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. To the extent any such utilities and/or services are not separately metered, Lessee shall pay Lessee's Share thereof in accordance with Paragraph 4.2. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent and Percentage Rent Rate to 110% of the Base Rent and Percentage Rent Rate then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

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(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $2000 ~~500~~ as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The vacating or abandonment of the Premises. Lessee shall be deemed to have vacated the Premises if Lessee ceases to continuously operate its business in the Premises for a period of 5 consecutive days.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful

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detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Premises, or more than 25% of the parking spaces situated within the parking area, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

~~15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.13 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Shopping Center, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.~~

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.13, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

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17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent and Percentage Rent Rate being 150% of the Base Rent and Percentage Rent Rate payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

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27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion.

34. Signs. Lessor may place on the Premises ordinary "**For Sale**" signs at any time and ordinary "**For Lease**" signs during the last 6 months of the term hereof. All signs must comply with all Applicable Requirements. Lessee shall not place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, exterior walls or the roof of the Building, or anywhere else within the Shopping Center outside of the Premises, or on any interior portions of the Premises that are visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material or any other items without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion. Lessor shall designate the size, shape, color, design, and location of all exterior sign(s) to be installed by Lessee, and Lessee shall, at Lessee's sole cost and expense, fabricate, construct and install all such sign(s) in full compliance with Lessor's designation and in accordance with the Sign Criteria for the Shopping Center attached hereto, if any. Lessee agrees to submit plans and specifications for Lessee's sign(s) for Lessor's written approval within 30 days after the full execution hereof and to install such sign(s) prior to opening for business at the Premises. Lessor, at Lessee's cost, may remove any item placed, constructed or maintained in, upon or about the Premises or Shopping Center which does not comply with this paragraph. In the event there is a pole, pylon or monument sign for the Shopping Center, Lessor shall have the right, but not the obligation, to install lettering designating Lessee's business on such sign, at Lessee's expense, with Lessor's approval of location, size, style and color. All signs that are permanently attached to the Premises or Building shall become the property of Lessor at the expiration or earlier termination hereof; provided, however, that Lessee shall promptly remove all such signs if Lessor so elects, and Lessee shall promptly repair all damage caused by such removal. Lessee shall not place, construct or maintain in, upon or about the Premises any search lights, flashing lights, loudspeakers, phonographs or other visual or audio media.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. In those express instances where consent is within the sole discretion of a party, the party shall have no obligation to adhere to a standard of reasonableness. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is

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still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. While Lessor does not assume any responsibility to provide any security measures or any liability for failure to provide security measures or for any inadequacy thereof, Lessor shall have the authority to institute or continue such security measures as Lessor in its sole discretion deems necessary or appropriate from time to time, the cost and expenses of which shall be considered Common Area Operating Expenses. To the degree directed by Lessor, Lessee shall coordinate its security measures at the Premises with the security measures instituted by Lessor, if any.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Building Planning. Lessor shall have the right at any time or times, upon giving Lessee not less than 60 days prior written notice, to provide and furnish Lessee with space of comparable visibility located elsewhere within any of the buildings within the Shopping Center and to move Lessee into such new space, provided that the usable area of such new space is not less than the usable area of the Premises and provided that all of Lessee's reasonable out-of-pocket moving expenses (including but not limited to the cost of moving Lessee's personal property, the cost of reprinting Lessee's stationery or other business materials with the new address, and the cost to relocate and reinstall tenant improvements and Lessee's telecommunications and computer equipment) shall be paid by Lessor, and provided further that Lessor shall construct at Lessor's expense such improvements to such new space as shall be necessary to place it in a condition that is substantially comparable to the Premises. Except as provided in the immediately preceding sentence, Lessor shall have no obligation to improve such space or pay any other expenses incurred by Lessee as a result of such relocation. On such relocation, the terms and conditions of this Lease shall remain in full force and effect, including but not limited to the Base Rent payable hereunder and Lessee's Share (even if the usable area of such relocated Premises is in excess of the usable area of the Premises), except that the Premises shall be in such new location. Upon Lessor's request, the Parties shall execute an amendment to this Lease in form required by Lessor confirming the relocation of the Premises to such new location. If the new space does not meet with Lessee's approval, which approval Lessee shall give or withhold in accordance with Paragraph 36, Lessee shall have the right to cancel this Lease by giving Lessor written notice thereof within 15 days of receipt of Lessor's notification of its intent to relocate Lessee. Lessee's failure to give such notice within such 15 day period shall be deemed Lessee's approval of the new space. If timely notice is given by Lessee, then this Lease shall terminate unless Lessor rescinds Lessor's prior notice of its intent to relocate Lessee within 10 days after Lessor's receipt of Lessee's notice of cancellation.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

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☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: 8/13/2021

By LESSOR:
Ethan Conrad, an individual

By: DocuSigned by: Ethan Conrad A5A6A4E1FFA9B4D3...
Name Printed: Ethan Conrad
Title: _____
Phone: 916-779-1000
Fax: 916-779-1200
Email: ethan@ethanconradprop.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 1300 National Drive, Suite 100
Sacramento, CA 95834
Federal ID No.: _____

BROKER
N/A

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Executed at: _____
On: 8/13/2021

By LESSEE:
Highlands Community Charter and Technical School, a California non-profit organiz

By: DocuSigned by: Murdock Smith 1021FC6ABD8B40E...
Name Printed: Murdock Smith
Title: Executive Director
Phone: _____
Fax: _____
Email: rich.henning@hccts.org

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 229 Clark Ave, Suite Q
Yuba City, CA 95991
Federal ID No.: _____

BROKER
N/A

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

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ADDENDUM TO STANDARD MULTI-TENANT SHOPPING CENTER LEASE - NET
dated July 16, 2021
wherein Ethan Conrad, an individual, is referred to as "Lessor"
and Highlands Community Charter and Technical School, a California non-profit organization
is referred to as "Lessee"
with reference to the Premises located at 229 Clark Ave, Suite Q
Yuba City, County of Sutter, State of California

This Addendum/Amendment shall, in the event of a conflict, supersede any provisions as set forth in the Lease and any prior Addendums/Amendments.

As an item of clarification all terms set forth in the Lease and preceding Addendums/Amendments shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

All capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Lease.

ADDITIONAL PROVISIONS:

51. BASE MONTHLY RENT SCHEDULE:

August 16, 2021 - September 15, 2021:	Free	
September 16 - 30, 2021:	$868.00	(prorated)
October 1, 2021 - August 31, 2022:	$1,736.00	
September 1, 2022 – August 31, 2023:	$1,788.00	
September 1, 2023 – September 30, 2024:	$1,842.00	

In addition to the above described Base Monthly Rent, Lessee shall pay to Lessor Lessee's Share of Common Area Operating Expenses and Utility reimbursement (which as of Lease execution are currently estimated to be $472.00 and $320.00 per month, respectively) commencing on September 16, 2021 and on a monthly basis on the first of each month throughout the Term of this Lease.

52. TENANT SIGNAGE:

Lessee shall not place any signs which are visible from the exterior of the Premises without Lessor's prior written consent, which will not be unreasonably withheld. For further clarity, this includes all "window signage" that can be seen from the exterior of the Premises. In the event that Lessee violates any of these provisions, Lessor will have the right to remove such non-approved signage and dispose of such without prior notice.

53. LESSOR'S WORK:

Lessor, at Lessor's expense, shall substantially complete the below items within 15 business days following mutual Lease execution.

The below lettered items correspond to the lettered items on the attached Exhibit A:

A. Demo and dispose of existing millwork island, cut back plumbing to existing wall and leave hook ups
B. Complete existing demising wall between front and rear of suite
C. Install (1) new door at completed wall and (1) new door at existing opening
D. Relocate lighting controls to be at interior door locations

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad**, **an individual**

By: DocuSigned by: Ethan Conrad A5A6A4EEEA9B4D3...
Ethan Conrad

Date: 8/13/2021

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter and Technical School, a California non-profit organization**

By: DocuSigned by: Murdock Smith 1021FC6ABD8B40E...
Murdock Smith, Executive Director

Date: 8/13/2021

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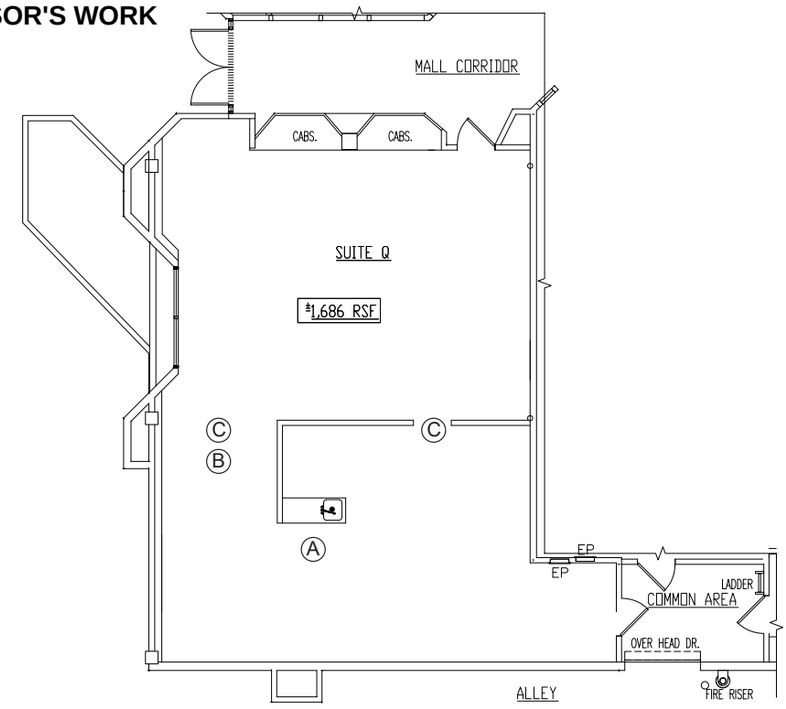
EXHIBIT A

BEFORE LESSOR'S WORK



AFTER LESSOR'S WORK

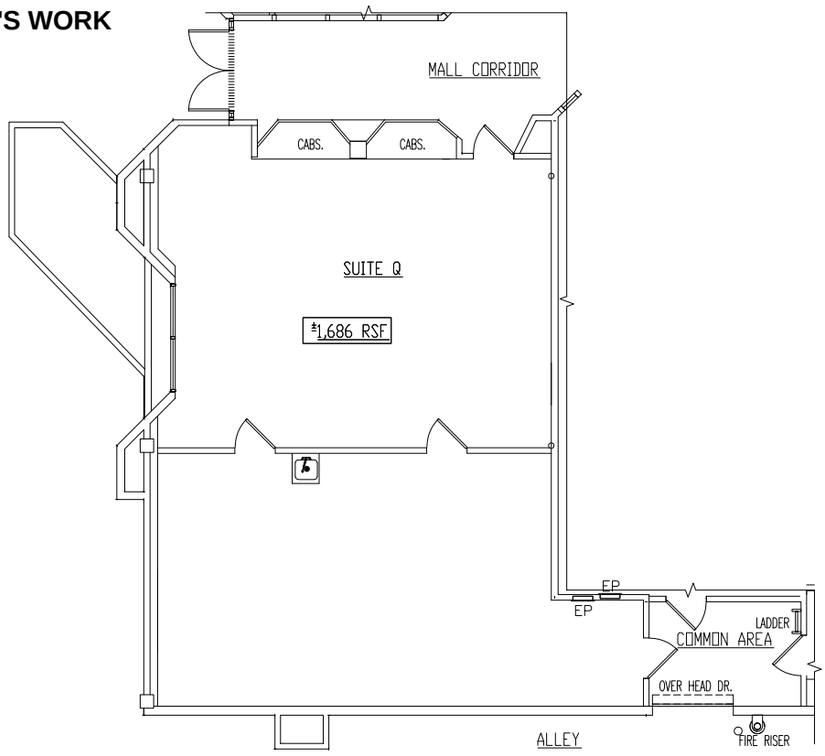


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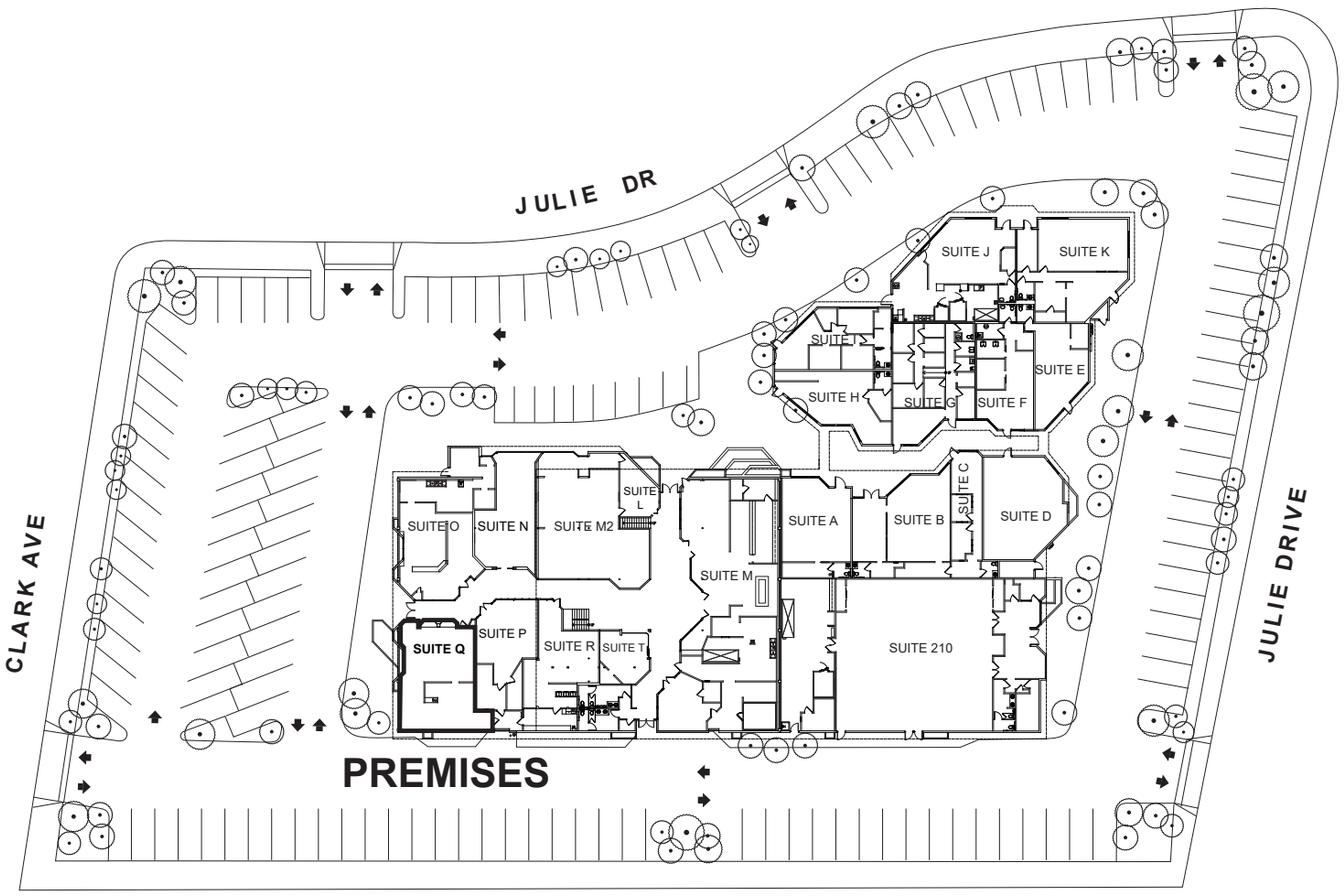
EXHIBIT B



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SUBLEASE FOR A SINGLE SUBLESSEE

To be used if the entire space (Premises) will be subleased by a single sublessee whether or not the space (Premises) is a single tenant building or is located in a multi-tenant building.

If there will be one or more sublessees sharing the space with each other and/or the lessee, whether or not the space (Premises) is a single tenant building or is located in a multi-tenant building, use the Sublease for Multiple Tenants.

1. Basic Provisions ("Basic Provisions").

1.1 **Parties**: This Sublease ("**Sublease**"), dated for reference purposes only August 25, 2025 , is made by and between Highlands Community Charter and Technical Schools ("**Sublessor**") and KPB Immigration Law Firm PC ("**Sublessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2 **Premises**: That certain real property, including all improvements therein, and commonly known as (street address, city, state, zip) 555 Capitol Mall – Sublease Suite 1275, Sacramento, CA 95814 located in the County of Sacramento , State of California and generally described as (describe briefly the nature of the property) Located within a 15-story professional office building, Suite 1275 offers approximately 2,070 rentable square feet. ("**Premises**").

1.3 **Term**: 2 (two) years years and 1 (one) months commencing October 1, 2025 ("**Commencement Date**") and ending September 30, 2027 ("**Expiration Date**") In the event that delivery is delayed beyond October 1, 2025, the Sublessee shall have the right to terminate this lease..

1.4 **Early Possession**: If the Premises are available Sublessee may have non-exclusive possession of the Premises commencing August 18, 2025 ("**Early Possession Date**").

1.5 **Base Rent**: $5,692.50 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing October 1, 2025 . Rent will commence only after possession has been granted and insurance has been approved.

☑ If this box is checked, there are provisions in this Sublease for the Base Rent to be adjusted.

1.6 **Base Rent and Other Monies Paid Upon Execution**:

(a) **Base Rent**: $5,692.50 for the period 10/1/2025 - 10/31/2025 .

(b) **Security Deposit**: $6,039.18 ("**Security Deposit**").

(c) **Association Fees**: _____ for the period _____.

(d) **Other**: Parking for $860.00 ($215.00 per stall, unreserved for 9/1/2025-9/30/2025) .

(e) **Total Due Upon Execution of this Sublease**: $12,591.68 .

1.7 **Agreed Use**: The Premises shall be used and occupied only for Professional office use, including legal services and general administrative functions and for no other purposes.

1.8 **Real Estate Brokers.**

(a) **Representation**: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Sublease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Sublessor's Brokerage Firm Cornish & Carey Commercial, a California corporation dba Newmark License No. 00832933 is the broker of (check one): ☐ the Sublessor; or ☑ both the Sublessee and Sublessor (dual agent).

Sublessor's Agent Jack Blackmon License No. 01999561 is (check one): ☑ the Sublessor's Agent (salesperson or broker associate); or ☑ both the Sublessee's Agent and the Sublessor's Agent (dual agent).

Sublessee's Brokerage Firm Cornish & Carey Commercial, a California corporation dba Newmark License No. 00832933 is the broker of (check one): ☐ the Sublessee; or ☑ both the Sublessee and Sublessor (dual agent).

Sublessee's Agent Nancy Morse CCIM, MCR, SIOR License No. 00983283 is (check one): ☑ the Sublessee's

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Agent (salesperson or broker associate); or ☑ both the Sublessee's Agent and the Sublessor's Agent (dual agent).

(b) **Payment to Brokers**: Upon execution and delivery of this Sublease by both Parties, Sublessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of ____ or 7.5 % of the total Base Rent) for the brokerage services rendered by the Brokers. Half to be paid upon lease execution and half to be paid by Commencement date.

1.9 **Guarantor**. The obligations of the Sublessee under this Sublease shall be guaranteed by _____ ("**Guarantor**").

1.10 **Attachments**. Attached hereto are the following, all of which constitute a part of this Sublease:

☑ an Addendum consisting of Paragraphs 14 through 20 ;

☐ a plot plan depicting the Premises;

☐ a Work Letter;

☐ a copy of the Master Lease and any and all amendments to such lease (collectively the "**Master Lease**");

☑ other (specify): Exhibit A-Floor Plan, Agency Disclosure .

2. Premises.

2.1 **Letting**. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Sublease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Sublessee is advised to verify the actual size prior to executing this Sublease.**

2.2 **Condition**. Sublessor shall deliver the Premises to Sublessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and any items which the Sublessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Sublessee, shall be in good operating condition on said date. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Sublessor shall, as Sublessor's sole obligation with respect to such matter, except as otherwise provided in this Sublease, promptly after receipt of written notice from Sublessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Sublessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements. If Sublessee does not give Sublessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Sublessee at Sublessee's sole cost and expense.

2.3 **Compliance**. Sublessor warrants that any improvements, alterations or utility installations made or installed by or on behalf of Sublessor to or on the Premises comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances ("**Applicable Requirements**") in effect on the date that they were made or installed. Sublessor makes no warranty as to the use to which Sublessee will put the Premises or to modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Sublessee's use. **NOTE: Sublessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Sublessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Sublessor shall, except as otherwise provided, promptly after receipt of written notice from Sublessee setting forth with specificity the nature and extent of such non-compliance, rectify the same.

2.4 **Acknowledgements**. Sublessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Sublessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Sublessee's intended use, (c) Sublessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Sublessor, (e) the square footage of the Premises was not material to Sublessee's decision to sublease the Premises and pay the Rent stated herein, and (f) neither Sublessor, Sublessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Sublease. In addition, Sublessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Sublessee's ability to honor the Sublease or suitability to occupy the Premises, and (ii) it is Sublessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Americans with Disabilities Act**. In the event that as a result of Sublessee's use, or intended use, of the Premises the Americans with Disabilities Act or any similar law requires modifications or the construction or installation of improvements in or to

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the Premises, Building, Project and/or Common Areas, the Parties agree that such modifications, construction or improvements shall be made at: ☑ ~~Sublessor's expense~~ ☐ Sublessee's expense.

3. Possession.

3.1 **Early Possession**. Any provision herein granting Sublessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Sublessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Sublease (including but not limited to the obligations to pay Sublessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall, however, be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.2 **Delay in Commencement**. Sublessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises by the Commencement Date. If, despite said efforts, Sublessor is unable to deliver possession as agreed, the rights and obligations of Sublessor and Sublessee shall be as set forth in Paragraph 3.3 of the Master Lease (as modified by Paragraph 6.3 of this Sublease).

3.3 **Sublessee Compliance**. Sublessor shall not be required to tender possession of the Premises to Sublessee until Sublessee complies with its obligation to provide evidence of insurance. Pending delivery of such evidence, Sublessee shall be required to perform all of its obligations under this Sublease from and after the Start Date, including the payment of Rent, notwithstanding Sublessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Sublessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Sublessor may elect to withhold possession until such conditions are satisfied.

4. Rent and Other Charges.

4.1 **Rent Defined**. All monetary obligations of Sublessee to Sublessor under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("**Rent**"). Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

4.2 **Utilities**. Sublessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon.

5. Security Deposit. The rights and obligations of Sublessor and Sublessee as to said Security Deposit shall be as set forth in Paragraph 5 of the Master Lease (as modified by Paragraph 6.3 of this Sublease).

6. Master Lease.

6.1 Sublessor is the lessee of the Premises by virtue of the "**Master Lease**", wherein Pac West Office Equities, LP, a California limited partnership is the lessor, hereinafter the "**Master Lessor**".

6.2 This Sublease is and shall be at all times subject and subordinate to the Master Lease.

6.3 The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

6.4 During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease except for the following paragraphs which are excluded therefrom: _____.

6.5 The obligations that Sublessee has assumed under paragraph 6.4 hereof are hereinafter referred to as the "**Sublessee's Assumed Obligations**". The obligations that sublessee has not assumed under paragraph 6.4 hereof are hereinafter referred to as the "**Sublessor's Remaining Obligations**".

6.6 Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

6.7 Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject, however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations and to hold Sublessee free and harmless from all liability, judgments, costs, damages, claims or demands arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

6.8 Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of

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any Party to the Master Lease.

7. Assignment of Sublease and Default.

7.1 Sublessor hereby assigns and transfers to Master Lessor the Sublessor's interest in this Sublease, subject however to the provisions of Paragraph 8.2 hereof.

7.2 Master Lessor, by executing this document, agrees that until a Default shall occur in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the Rent accruing under this Sublease. However, if Sublessor shall Default in the performance of its obligations to Master Lessor then Master Lessor may, at its option, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. In the event, however, that the amount collected by Master Lessor exceeds Sublessor's obligations any such excess shall be refunded to Sublessor. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the Rent from the Sublessee, be deemed liable to Sublessee for any failure of the Sublessor to perform and comply with Sublessor's Remaining Obligations.

7.3 Sublessor hereby irrevocably authorizes and directs Sublessee upon receipt of any written notice from the Master Lessor stating that a Default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rent due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rent to Master Lessor without any obligation or right to inquire as to whether such Default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such Rent so paid by Sublessee.

7.4 No changes or modifications shall be made to this Sublease without the consent of Master Lessor.

8. Consent of Master Lessor.

8.1 In the event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor then, this Sublease shall not be effective unless, within 10 days of the date hereof, Master Lessor signs this Sublease thereby giving its consent to this Subletting.

8.2 In the event that the obligations of the Sublessor under the Master Lease have been guaranteed by third parties, then neither this Sublease, nor the Master Lessor's consent, shall be effective unless, within 10 days of the date hereof, said guarantors sign this Sublease thereby giving their consent to this Sublease.

8.3 In the event that Master Lessor does give such consent then:

(a) Such consent shall not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the Rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

(b) The acceptance of Rent by Master Lessor from Sublessee or anyone else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease.

(c) The consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment.

(d) In the event of any Default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or any one else liable under the Master Lease or this Sublease without first exhausting Master Lessor's remedies against any other person or entity liable thereon to Master Lessor.

(e) Master Lessor may consent to subsequent sublettings and assignments of the Master Lease or this Sublease or any amendments or modifications thereto without notifying Sublessor or any one else liable under the Master Lease and without obtaining their consent and such action shall not relieve such persons from liability.

(f) In the event that Sublessor shall Default in its obligations under the Master Lease, then Master Lessor, at its option and without being obligated to do so, may require Sublessee to attorn to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to termination of this Sublease but Master Lessor shall not be liable for any prepaid Rent nor any Security Deposit paid by Sublessee, nor shall Master Lessor be liable for any other Defaults of the Sublessor under the Sublease.

(g) Unless directly contradicted by other provisions of this Sublease, the consent of Master Lessor to this Sublease shall not constitute an agreement to allow Sublessee to exercise any options which may have been granted to Sublessor in the Master Lease (see Paragraph 39.2 of the Master Lease).

8.4 The signatures of the Master Lessor and any Guarantors of Sublessor at the end of this document shall constitute their consent to the terms of this Sublease.

8.5 Master Lessor acknowledges that, to the best of Master Lessor's knowledge, no Default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

8.6 In the event that Sublessor Defaults under its obligations to be performed under the Master Lease by Sublessor, Master Lessor agrees to deliver to Sublessee a copy of any such notice of default. Sublessee shall have the right to cure any Default of Sublessor described in any notice of default if Sublessee does so within the same number of days set forth in the notice of default given to Sublessor. If such Default is cured by Sublessee then Sublessee shall have the right of reimbursement and offset from and

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against Sublessor.

9. Additional Brokers Commissions.

9.1 Sublessor agrees that if Sublessee exercises any option or right of first refusal as granted by Sublessor herein, or any option or right substantially similar thereto, either to extend the term of this Sublease, to renew this Sublease, to purchase the Premises, or to lease or purchase adjacent property which Sublessor may own or in which Sublessor has an interest, then Sublessor shall pay to Broker a fee in accordance with the schedule of Broker in effect at the time of the execution of this Sublease. Notwithstanding the foregoing, Sublessor's obligation under this Paragraph is limited to a transaction in which Sublessor is acting as a Sublessor, lessor or seller.

9.2 If a separate brokerage fee agreement is attached then Master Lessor agrees that if Sublessee shall exercise any option or right of first refusal granted to Sublessee by Master Lessor in connection with this Sublease, or any option or right substantially similar thereto, either to extend or renew the Master Lease, to purchase the Premises or any part thereof, or to lease or purchase adjacent property which Master Lessor may own or in which Master Lessor has an interest, or if Broker is the procuring cause of any other lease or sale entered into between Sublessee and Master Lessor pertaining to the Premises, any part thereof, or any adjacent property which Master Lessor owns or in which it has an interest, then as to any of said transactions, Master Lessor shall pay to Broker a fee, in cash, in accordance with the schedule attached to such brokerage fee agreement.

9.3 Any fee due from Sublessor or Master Lessor hereunder shall be due and payable upon the exercise of any option to extend or renew, upon the execution of any new lease, or, in the event of a purchase, at the close of escrow.

9.4 Any transferee of Sublessor's interest in this Sublease, or of Master Lessor's interest in the Master Lease, by accepting an assignment thereof, shall be deemed to have assumed the respective obligations of Sublessor or Master Lessor under this Paragraph 9. Broker shall be deemed to be a third-party beneficiary of this paragraph 9.

10. Representations and Indemnities of Broker Relationships. The Parties each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Sublease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Sublessee and Sublessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

11. Attorney's fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Sublessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

12. No Prior or Other Agreements; Broker Disclaimer. This Sublease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Sublessor and Sublessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Sublease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Sublessor or Sublessee under this Sublease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Sublease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker. Signatures to this Sublease accomplished by means of electronic signature or similar technology shall be legal and binding.

13. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility

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standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS SUBLEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS SUBLEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR SUBLESSEE'S INTENDED USE.

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WARNING: IF THE SUBJECT PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE SUBLEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

Executed At: _____
On: 09/08/25

By Sublessor:
Highlands Community Charter and Technical Schools

By: Signed by: Jonathan Raymond 19F2E101A4BB453...
Name Printed: Jonathan Raymond
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 1333 Grand Avenue, Sacramento, CA 95838
Federal ID No.: _____

Executed At: San Francisco, CA
On: 9/8/2025

By Sublessee:
KPB Immigration Law Firm PC

By: DocuSigned by: Wilson Purves E3031FB257C44F0...
Name Printed: Wilson Purves
Title: Principal
Phone: 9258761869
Fax: _____
Email: wpurves@kpblawyers.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 142 Sansome St, Ste 500, San Francisco, CA 94104
Federal ID No.: _____

BROKER
Cornish & Carey Commercial, a California corporation dba Newmark

Attn: Jack Blackmon
Title: Director

Address: 980 9th Street #2500, Sacramento, CA 95814
Phone: 916-569-2372
Fax: _____
Email: jack.blackmon@nmrk.com
Federal ID No.: 94-2797443
Broker DRE License #: 00832933
Agent DRE License #: 01999561

BROKER
Cornish & Carey Commercial, a California corporation dba Newmark

Attn: Nancy Morse CCIM, MCR, SIOR
Title: Senior Managing Director

Address: 3055 Olin Ave, Suite 2200, San Jose, CA 95128
Phone: 408-727-9600
Fax: _____
Email: Nancy.Morse@nmrk.com
Federal ID No.: 94-2797443
Broker DRE License #: 00832933
Agent DRE License #: 00983283

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Consent to the above Sublease is hereby given.

Executed At: _____
Executed On: _____

By Master Lessor:
Pac West Office Equities, LP, a California limited partnership

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

Executed At: _____
Executed On: _____

By Guarantor:
_____

By: _____
Name Printed: _____
Title: _____
Address: _____

By: _____
Name Printed: _____
Title: _____
Address: _____

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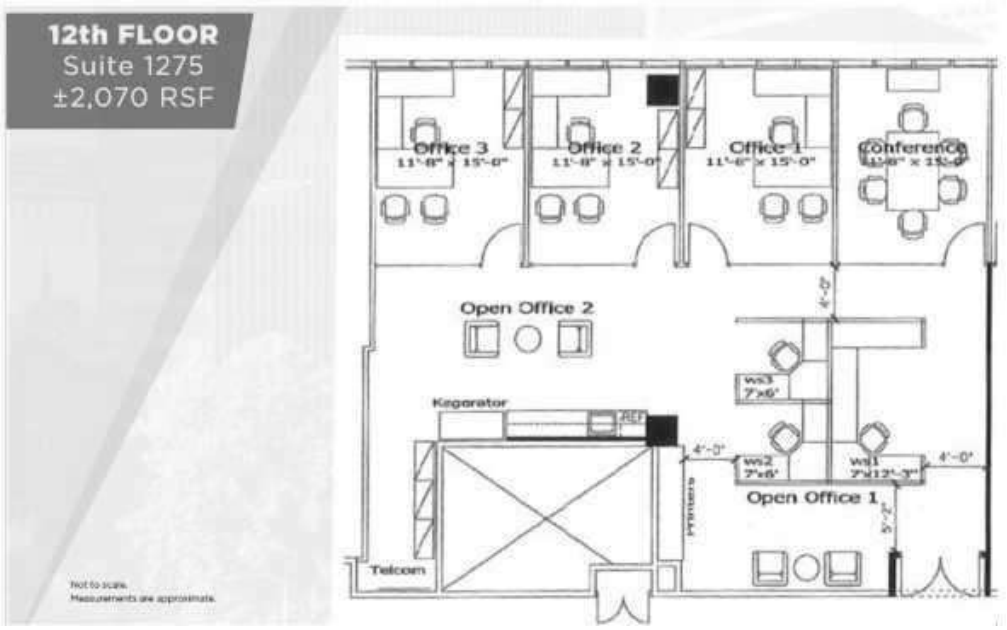
EXHIBITS TO LEASE

Exhibit A - Floor Plan



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EXLS-1.00, Revised 10-22-2020

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ADDENDUM TO SUBLEASE

Date: August 14, 2025
By and Between
Sublessor: Highlands Community Charter and Technical Schools
Sublessee: KPB Immigration Law Firm PC
Property Address: 555 Capitol Mall – Sublease Suite 1275, Sacramento, CA 95814
(street address, city, state, zip)

Paragraph: 14 - 20

14. Rental Rate:

Months	Monthly Rent
1	Abated
2-12	$5,692.50
13-24	$5,863.28
25	$6,039.18

15. Operating Expenses:

The Rent paid by Sublessee shall be inclusive of any Operating Expenses charged to Sublessor by Master Lessor pursuant to the Master Lease. Sublessee shall not be responsible for payment of any portion of the Operating Expenses attributable to the Premises.

16. Furniture:

The tenant is permitted to use the existing furniture, fixtures, and equipment in the Premises, which shall be maintained, repaired, or replaced as necessary by Sublessee, at its sole cost and expense, so as to maintain its current condition, reasonable wear and tear excepted.

17. Interior Branding / Alterations:

Sublessor shall permit the painting of one to two walls, installation of artwork, and placement of a wall-mounted logo, provided that all such Alterations to the Premises must be approved by the Master Lessor, to the extent such approval is required under the terms of Article 7 ("Improvements, Alterations, Repairs and Maintenance") of the Master Lease. Sublessee shall be responsible for removal of any Alterations at Master Lessor's election, pursuant to section 7.1 of the Master Lease.

18. Early Termination or Assignment Flexibility:

The Sublessee may assign this sublease to or enter into a sub-sublease, provided that Sublessee complies with all terms of Master Lease pertaining to subleases and assignments and both Master Lessor and Sublessor grant their advance written consent to such assignment or further sublease.

19. Parking:

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The tenant is entitled to up to three unreserved parking spaces, with payments to be made directly to the parking vendor.

20. Dual Agency:

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Cornish & Carey Commercial, a California corporation dba Newmark represents both parties herein. Lessor agrees that Broker may be the agent of both Lessor and any prospective lessees. In a dual agency situation Broker has a fiduciary duty of utmost care, honesty and loyalty in the dealings with each party. In representing both parties, Broker will not without the permission of the respective party, disclose to the other party that the party will accept a price or terms less than the listing price and terms or that the other party will accept a price or terms greater than the price and term offered.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Sublease, this Addendum shall control.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with

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this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ SubLessor ☐ Lessee Signed by: Jonathan Raymond 19E2F101A4BB453... Date: 09/08/25

☐ Buyer ☐ Seller ☐ Lessor ☑ SubLessee DocuSigned by: Wilson Purves E3031FB257C44F0... Date: 9/8/2025

Agent: Cornish & Carey Commercial, a California corporation dba Newmark DRE Lic. #: 00832933
Real Estate Broker (Firm)

By: _____ DRE Lic. #: 01999561 Date: 7-28-2025
(Salesperson or Broker-Associate)
Jack Blackmon

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property.
(c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which they are the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of Section 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. **(a)** A copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: **(1)** The seller's agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. **(2)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in Section 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in Section 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

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2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:10:41 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 001 - 1333 Grand Ave (HCCS).pdf 003 - 3301 37th Ave.pdf 009 - 5750 Sunrise Blvd Suite 100 (Inactive 06.28.24).pdf 010 - 3144 Palm Street, Building 826 (Inactive 08.15.25).pdf 012 - 2300 Edison Ave.pdf 022 - 8411 Jackson Rd (Inactive 11.07.25).pdf 024 - 5961 Franklin Blvd.pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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[redacted]

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:23 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

Hello Shari,

We have gathered all the lease agreements for HCCTS facilities that you requested. This may require multiple emails.
Please see the attachments below.

Thank you,
Melissa

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure

to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.

Thank you.

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Boulevard
McClellan, CA 95652
Tel 916-566-1600 ext. 31252
Fax 916-566-3590

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

May 7, 2024

Via Electronic Mail

Rejie Marie Baloyos
Asian Resources, Inc.
6270 Elder Creek Rd.
Sacramento, CA 95824

Ms. Baloyos,

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Memorandum of Understanding (MOU) that was executed on July 1, 2023 for the site located at 5750 Sunrise Blvd. #100, Citrus Heights, CA 95610. Pursuant to Section 18 of the MOU, we regretfully inform you that we wish to terminate the MOU in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is Friday, June 28, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the MOU.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at mayra.valdivia@hccts.org.

Thank you,

MAYRA VALDIVIA
Acting Executive Director
Highlands Community Charter School

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009

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER
SCHOOL AND
ASIAN RESOURCES, INC.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and the Asian Resources Inc., a non-profit community-based organization organized and existing under the laws of the State of California (hereinafter "ARI").

I. RECITALS

WHEREAS, ARI is located at 5750 Sunrise Blvd. #100 Citrus Heights, CA 95610. Classroom and office facilities to be utilized under the terms of this agreement are located at 5750 Sunrise Blvd. #100 Citrus Heights, CA 95610.

WHEREAS, HIGHLANDS and ARI desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of ARI's sites during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and ARI hereby agree as follows:

1. General Information.

A. Both HIGHLANDS and ARI agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLAND

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2. Use of the Site.

ARI hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the sites for the sole purpose of operating an English Language Development and/ or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the sites shall comply with all ARI policies and regulations and/ or practices applicable and maintaining all licenses and/ or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and

Staff Office space

A. Term. HIGHLANDS' use of the site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with ARI's shared use of the site, if any. ARI's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

C. Reversion to ARI. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and ARI's equipment thereon, shall revert to ARI.

D. Drill Notice. In the event that HIGHLANDS' conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide ARI with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from ARI, if available. Upon completion of equipment conducted by ARI, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with

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HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and ARI agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) ARI shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

ARI agrees to provide space to HIGHLANDS as described in section 2 at a charge of **$4,740.00 for 5750 Sunrise Blvd. #100 until** either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.

ARI shall prepare a monthly invoice for HIGHLANDS use of the facility. This invoice shall be submitted by ARI and paid within 30 days of receipt and approval of invoice.

4. Financial/Record Keeping Obligations.
ARI agrees to maintain attendance records utilizing PowerSchool student information system. Further, ARI shall assist and support HIGHLANDS in the administration of the California Student Assessment System (CASAS) and other assessments required, or necessary to monitor student progress.

5. Instruction
All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

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6. Maintenance and Operations.

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of ARI; ARI will provide its own janitorial service and/or janitorial staff to clean classroom and restroom space at the location.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires ARI to perform emergency or major maintenance and repairs, HIGHLANDS shall notify ARI directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard or prevent significant damage to ARI property. ARI reserves the right to implement a process for submission of maintenance /repair requests.

7. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without ARI' prior written consent. ARI approval of any improvements, including the work schedule, work hours, and modifications, shall be at a reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with ARI's construction requirements. The construction or installation of improvements shall be performed in a sound and workman like manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. ARI or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and ARI may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event ARI requires the cessation of work, ARI and HIGHLANDS will immediately meet to address ARI concerns. No construction or installation will resume until ARI's concerns are adequately addressed.

8. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

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9. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

10. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. ARI shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of ARI and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, ARI reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

11. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by ARI and shall remain in procession of ARI at all times.

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12. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to ARI in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

13. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. ARI's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

14. Indemnification

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, ARI, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the ARI's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by ARI, in or about the site; ARI's obligation to defend HIGHLANDS and .other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/ or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of ARI, HIGHLANDS, shall indemnify, hold harmless, and defend ARI, its trustees, officers, employees and agents against any and all claims, demands, actions, causes

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of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgment rendered against ARI, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, ARI from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend ARI and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/ or costs.

15. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/ or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

16. Marketing.

HIGHLANDS and ARI will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and ARI.

17. Access to Inspection.

HIGHLANDS shall permit ARI, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit ARI to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting ARI' oversight obligations. ARI shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

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18. Termination.

The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

19. Taxes.

ARI shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of ARI located at the site or used by HIGHLANDS.

20. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

ARI: Rejie Boloyos
Asian Resources, Inc
6270 Elder Creek Road
Sacramento, CA 95824

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days· after deposit in the United States mail.

21. Subcontract Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under

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this MOU (including that of sublease) on any third party, without the written consent of the other Party.

22. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

24. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

25. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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28. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

29. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal and enforceable.

30. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

31. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

32. Dispute Resolution.

In the event of any dispute between HIGHLANDS and ARI regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the ARI' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY CHARTER SCHOOL
A California Public Charter School

By _____ Date 10/12/23
Murdock Smith, Executive Director
Highlands Community Charter School

ASIAN RESOURCES, INC.
A California Non-Profit Corporation

By _____ Date 10/13/2023
Rejie Baloyos, Interim Executive Director
Asian Resources, Inc.

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SECOND ADDENDUM TO MEMORANDUM OF UNDERSTANDING DATED JULY 2021
BY AND BETWEEN
EPISCOPAL DIOCESE OF NORTHERN CALIFORNIA –"LESSOR"
AND
HIGHLANDS COMMUNITY CHARTER SCHOOL - "LESSEE"

THIS ADDENDUM (this "Addendum"), dated as of January 24th, 2024, is made to the Memorandum of Understanding, with effective date of 7/01/2021 (as hereby Modified, the "Lease"), by Episcopal Diocese of Northern California, as Lessor, and Highlands Community Charter School, as Lessee, for the premises commonly known as 2300 Edison Avenue, Sacramento, CA 95821 consisting of 3,698 sq ft.

WHEREAS Landlord and Tenant desire to reinstate, ratify, and amend the Lease as more fully set forth below. In the event of any conflict between the terms of the Lease and this Amendment, this Amendment shall control.

AGREEMENT:
Now therefore, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Change in Terms:

1. Tenant has taken possession of an additional 2,149 sq ft since January 2022 which accounts for the "modular" classrooms on site. It was agreed to allow tenant this space at the same rate as the existing classrooms which was $1.30 / sq ft. It was also agreed to allow tenant 6 months rent abatement for the improvements needed.

2. Tenant will also be taking possession of an additional 651 sq ft which is referenced as "Rooms 8A, 8B, Kitchen and Restroom". Tenant will take possession of this space effective January 1, 2024. There will be no rent abatement for repairs to Rooms 8A, 8B, Kitchen and Restroom. Tenant is responsible for the cost any desired repairs or improvements.

3. The total square feet which Highlands Community Charter School will occupy will be 5,786 sq ft commencing January 1st, 2024.

4. The lease is hereby extended to August 30th, 2024.

5. The new lease rate will be $1.30 / sq ft plus .20/ sq ft for utilities.

6. All notices and rent shall be sent to GQNorth Property Management at 10018 Fair Oaks Blvd, Fair Oaks CA 95628 Attn: Suzette Sneath.

7. Landlord shall paint the exterior walls and fascia boards, along with exterior hallway walls of Classrooms 1, 2, & 3, Rooms 4, 8A, 8B, 9, & 10, Restrooms, Kitchen, and Janitorial Room. Landlord shall select all paint colors.

8. Highlands shall be responsible for any separately metered utility bills. When the electic usage becomes separately metered, Landlord shall bill Highlands for their usage monthly.

* Exhibit A attached for reference purposes

All other terms and conditions of the Lease shall remain the same.

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This Agreement has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the real estate Broker(s) or their agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Agreement or the transaction involved herein.

AGREED AND ACCEPTED

LESSOR:
Episcopal Diocese of Northern California

By: +Megan Wagoner

The Center at St. Matthews Episcopal Church
A ministry of the Episcopal Diocese of Northern Ca

Date: 1/31/2024

LESSEE:
Highlands Community Charter School

By: _____

Murdock Smith, Executive Director
Highlands Community Charter School

Date: 1/30/24

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

GQNorth W9 Request

Lora McConnell <lora@gqnorth.com> Thu, Mar 28, 2024 at 2:09 PM
To: Accounts Payable Accounts Payable <ap@hccts.org>

Ok, for this property the rent is actually paid to the Episcopal Church in the Diocese of Northern California. I'll attach their W-9 here. Thanks Success!

On Thu, Mar 28, 2024 at 2:01 PM Accounts Payable Accounts Payable
[Quoted text hidden]

EDNC W9_April 2021 (dragged).pdf
806K

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FIRST ADDENDUM TO MEMORANDUM OF UNDERSTANDING DATED JULY 2021
BY AND BETWEEN
EPISCOPAL DIOCESE OF NORTHERN CALIFORNIA –"LESSOR"
AND
HIGHLANDS COMMUNITY CHARTER SCHOOL - "LESSEE"

THIS ADDENDUM (this "Addendum"), dated as of May 12th, 2023, is made to the Memorandum of Understanding, dated as of date herewith (as hereby Modified, the "Lease"), by Episcopal Diocese of Northern California, as Lessor, and Highlands Community Charter School, as Lessee, for the premises commonly known as 2300 Edison Avenue, Sacramento, CA 95821 consisting of approximately 2,986 SF (The Premises).

WHEREAS Landlord and Tenant desire to reinstate, ratify, and amend the Lease as more fully set forth below. In the event of any conflict between the terms of the Lease and this Amendment, this Amendment shall control.

AGREEMENT:
Now therefore, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Change in Terms:
Section 3 (Facilities Use) is hereby amended to include a monthly fee of $250.00 for management services commencing May 1st, 2023.

All other terms and conditions of the Lease shall remain the same.

This Agreement has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the real estate Broker(s) or their agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Agreement or the transaction involved herein.

AGREED AND ACCEPTED

LESSOR:
Episcopal Diocese of Northern California

X By:_____
Jim Schaal, Executive Director
The Center at St. Matthews Episcopal Church
A ministry of the Episcopal Diocese of Northern Ca

X Date:_____

LESSEE:
Highlands Community Charter School

By:_____
Murdock Smith, Executive Director
Highlands Community Charter School

Date: 5/29/23

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
EPISCOPAL DIOCESE OF NORTHERN CALIFORNIA

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2021 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Episcopal Diocese of Northern California, organized and existing under the laws of the State of California (hereinafter "EDNC").

I. RECITALS

WHEREAS, EDNC is the owner of a certain real property and its main facilities are located at 2300 Edison Avenue, Sacramento, California 95821 (the "Site").

WHEREAS, HIGHLANDS and EDNC desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of EDNC's Site during the 2021-22 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and EDNC hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and EDNC agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and EDNC while attending classes at EDNC.

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2. Use of the Site.

EDNC hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all EDNC's policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS' use of the Site shall be for the 2021-22 school years commencing on July 1, 2021 and terminating on June 30, 2022. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with EDNC's shared use of the Site, if any. EDNC's shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to EDNC. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and EDNC equipment thereon, shall revert to EDNC.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide EDNC with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from EDNC, if available. Upon completion of equipment conducted by EDNC, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are ^p ^ within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping

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with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and EDNC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) EDNC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

EDNC agrees to provide space to HIGHLANDS as described in section 2 at a charge of $3900.00 per month for 4 classrooms and 2 office spaces until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2022.

Measurements for the rooms provided by EDNC to HIGHLANDS under this MOU are as follows:

Room	**Interior Dimensions**	**Interior Area**
Classroom 1 (SM-7)	31'6" x 20'1"	633 sq ft
Classroom 2 (SM-6)	27'4" x 20'1"	549 sq ft
Restroom 1 (SM-5)	14'0" x 5'0"	70 sq ft
Janitorial Room (SM-4)	included in Restroom 2	
Restroom 2 (SM-3)	13'10" x 11'0"	152 sq ft
Classroom 3 (SM-2)	31'4" x 22'4"	700 sq ft
Room 4 Office (SM-1)	7'7" x 22'5"	170 sq ft
Room 9 New Office	17'2" x 17'3"	296 sq ft
Rm 10 New Classroom	23'9" x 17'6"	416 sq ft
Total		**2986 sq ft**

The monthly rent of $3900.00 is based on the total interior area of 2986 square feet multiplied by the fair market rent value of $1.30 per square foot, rounded to the nearest $100 per month. This fair market rent value

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was determined by the Market Rent Survey dated January 23, 2019 and completed by Newmark Knight Frank under contract with HIGHLANDS.

4. Instruction.

All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS's staff.

Any and all staff teaching HIGLANDS students must meet with HIGHLANDS Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS's executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

5. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of EDNC. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires EDNC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify EDNC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to EDNC's property. EDNC reserves the right to implement a process for submission of maintenance /repair requests.

6. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without EDNC prior written consent. EDNC approval of any improvements, including the work schedule, work hours, and modifications, shall be at EDNC's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with EDNC's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and

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prevailing wage laws. EDNC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and EDNC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event EDNC requires the cessation of work, EDNC and HIGHLANDS will immediately meet to address EDNC's concerns. No construction or installation will resume until EDNC's concerns are adequately addressed.

7. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2021.

8. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

9. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. EDNC shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply

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with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of EDNC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, EDNC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by EDNC, and shall remain in possession of EDNC at all times.

11. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to EDNC in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

12. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. EDNC's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

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13. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, EDNC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the EDNC's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by EDNC, in or about the site; EDNC's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of EDNC, HIGHLANDS, shall indemnify, hold harmless, and defend EDNC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against EDNC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, EDNC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend EDNC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

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14. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

15. Marketing.

HIGHLANDS and EDNC will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and EDNC.

16. Access to Inspection.

HIGHLANDS shall permit EDNC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit EDNC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting EDNC's oversight obligations. EDNC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

18. Taxes.

EDNC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of EDNC located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail,

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registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

EDNC: Jim Schaal
The Center at St. Matthew's Episcopal Church
Episcopal Diocese of Northern California
2300 Edison Ave.
Sacramento, CA 95821
Attention: Executive Director

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

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23. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution.

In the event of any dispute between HIGHLANDS and EDNC regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to EDNC's Executive Director and HIGHLANDS' Executive Director. Both Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with both Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 8/26/2021

Murdock Smith, Executive Director
Highlands Community Charter School

By: Jim Schaal Date: 08/26/2021

Jim Schaal, Executive Director
The Center at St. Matthew's Episcopal Church,
A ministry of the Episcopal Diocese of Northern California

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

AP Contracts <contracts@hccts.org>

Fwd: Saint John's Lease Agreement

Matthew Lemos <matthew.lemos@hccts.org> Thu, Oct 9, 2025 at 8:33 AM
To: AP Contracts <contracts@hccts.org>, Diana Gonsalves <diana.gonsalves@hccts.org>, Ali Salah <ali.salah@hccts.org>, Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>, Pramesh Ram <pramesh.ram@hccts.org>, Carl Goodman <carl.goodman@hccts.org>, Estevan Whitfield <estevan.whitfield@hccts.org>

Hi Team,

We have received a 30-day notice from St. John's. Please take the next steps to clear the space and prepare for the final walkthrough.

---------- Forwarded message ---------
From: **Teresa Cummings** <teresa.cummings@hccts.org>
Date: Wed, Oct 8, 2025 at 10:08 PM
Subject: Fwd: Saint John's Lease Agreement
To: Matthew Lemos <matthew.lemos@hccts.org>

fyi

---------- Forwarded message ---------
From: **Mayra Valdivia** <mayra.valdivia@hccts.org>
Date: Wed, Oct 8, 2025 at 4:38 PM
Subject: Fwd: Saint John's Lease Agreement
To: AP Contracts <contracts@hccts.org>, IT <it@hccts.org>
Cc: Teresa Cummings <teresa.cummings@hccts.org>

Good afternoon,

From my understanding, we had already sent a formal cancellation agreement to St. John's. However, please see the email below.

Thank you,

Mayra Valdivia

Interim Director of Student Services

A: 1333 Grand Avenue, Sacramento, CA 95838
P: 916.839.6982 **C:** 916.969.7537
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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---------- Forwarded message ---------
From: **Scott Richards** <srichards@saintjohnsprogram.org>
Date: Tue, Oct 7, 2025 at 7:09 PM
Subject: Re: Saint John's Lease Agreement
To: Mayra Valdivia <mayra.valdivia@hccts.org>
Cc: Kara Fiscus <kfiscus@saintjohnsprogram.org>, Mariah Rowden <mrowden@saintjohnsprogram.org>

Hi Mayra,

I want to follow up on our recent conversations regarding our agreement with HCCTS. I know in our last conversation you mentioned some options that could work for clients. Since we are in October and I imagine you all are still working through things I have decided we need to go in a different direction,

According to our most recent contract we need to provide a 30 day notice to end our agreement with HCCTS. Please accept this email as our 30 day notice. Our finance team will follow up with any outstanding items. We also have some equipment that likely belongs to HCCTS and we can work with you on returning that property.

We appreciate the partnership with HCCTS and value the opportunities you have provided for so many of our clients. We hope you all the best as you continue to build HCCTS and continue your mission.

Sincerely,

Scott

Scott B. Richards, Ed.D. | ***Chief Executive Officer***

Phone: 916.453.1482

www.saintjohnsprogram.org

saint john's
PROGRAM FOR REAL CHANGE

Confidentiality Statement:

The information contained in this message is privileged and confidential information intended for the use of the addressee listed above. Suppose you are neither the intended recipient nor the employee or agent responsible for delivering this information to the intended recipient. In that case, you are hereby notified that any use, disclosure, dissemination, distribution, or copying this information is strictly prohibited. If you have received this in error, please notify us immediately by return email.

--

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Matthew Lemos

Chief Business Official

A: 1111 Howe Ave Suite 540, Sacramento, CA 95825
C: 916-937-1719
W: hccts.org

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022

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
SAINT JOHN'S PROGRAM FOR REAL CHANGE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Saint John's Program for Real Change, a non-profit organization organized and existing under the laws of the State of California (hereinafter "Saint John's").

I. RECITALS

WHEREAS, Saint John's is the owner of a certain real property and its main facilities are located at 8411 Jackson Road, Sacramento CA 95826. Classroom facilities to be utilized under the terms of this agreement are located at 8411 Jackson Road, Sacramento CA 95826 (SITE) and career technical education facilities to be utilized under the term of this agreement are located at 14 Business Park Way, Suite 149, Sacramento, CA 95828 (SITE).

WHEREAS, HIGHLANDS and Saint John's desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS use of classrooms at Saint John's SITE during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Saint John's hereby agrees as follows:

1. General Information.
   A. Both HIGHLANDS and Saint John's agree not to discriminate in the selection or acceptance of any Student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

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C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and Saint John's while attending classes at Saint John's.

2. Use of the SITE.

Saint John's hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Jackson Road site for the sole purpose of operating a High School Diploma and Career Technical Education programs. HIGHLANDS's use of the SITE shall comply with all Saint John's policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the SITE and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS's use of the SITES shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the SITE shall not interfere with Saint John's shared use of the SITE, if any. Saint John's shared use of the SITE, if any, shall not unreasonably interfere with the HIGHLANDS' use of the SITES.

C. Reversion to Saint John's. Upon the expiration of this MOU by its terms, the right to use and to occupy the SITE and its facilities, and Saint John's equipment thereon, shall revert to Saint John's.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Saint John's with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Saint John's, if available. Upon completion of equipment conducted by Saint John's, HIGHLANDS agrees to maintain

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an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the SITE that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Saint John's agree to conduct an inspection of the SITE to determine that the SITE are safe, adequate, and appropriate, to conduct operations. If it is determined that the SITE are not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) Saint John's shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.
Saint John's agrees to provide space to HIGHLANDS as described in section 2 at a fixed monthly payment of $4,000.00 until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.

4. Financial/Recordkeeping Obligations.
HIGHLANDS shall pay a monthly payment for student attendance calculated at $4.00 per day for each qualified and properly enrolled student who attends academic classes and career technical education classes at Saint John's 8411 Jackson Road. Saint John's agrees to maintain attendance records utilizing PowerSchool student information system. Further, Saint John's shall assist and support HIGHLANDS in the administration of the California Student Assessment System (CASAS) and other assessments required, or necessary to monitor student progress.
Saint John's shall prepare a monthly invoice for the educational services provided. This invoice shall be compared to submitted attendance records submitted by Saint John's and paid within 30 days of receipt and approval of invoice.

5. Instruction.
All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

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Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Maintenance and Operations.

The ongoing operations and maintenance of the SITE and its facilities shall remain the responsibility of Saint John's; Saint John's will provide its own janitorial service and/or janitorial staff to clean classroom and restroom space.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Saint John's to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Saint John's directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Saint John's property. Saint John's reserves the right to implement a process for submission of maintenance /repair requests.

7. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the SITE or otherwise alter the SITE without Saint John's prior written consent. Saint John's approval of any improvements, including the work schedule, work hours, and modifications, shall be at Saint reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Saint John's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Saint John's or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and Saint John's may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate

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or placing the SITE at risk of physical danger or compromise. In the event Saint John's requires the cessation of work, Saint John's and HIGHLANDS will immediately meet to address Saint John's concerns. No construction or installation will resume until Saint John's' concerns are adequately addressed.

8. Provision of Facilities.
The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

9. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the SITE. HIGHLANDS recognizes that the Security Systems currently provided at the SITE may include a separate intrusion alarm system, security camera system, and/or SITE visits/monitoring by a private security patrol.

10. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the SITE, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the SITE, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Saint John's shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the SITE as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all

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the property affected, including, if applicable, any properties in the vicinity of the SITE, to the satisfaction of Saint John's and any governmental agencies having jurisdiction over the SITE or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the SITE or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Saint John's reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

11. Title to Property.

The Parties acknowledge that title to the SITE and all improvements are held by Saint John's, and shall remain in procession of Saint John's at all times.

12. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the SITE and any and all improvements located thereon and deliver up to Saint John's in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the SITES due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the SITE.

13. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $3,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Saint John's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

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14. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Saint John's, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the SITE after the Effective Date, HIGHLANDS from, or in connection with, the Saint John's' use of the SITE or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Saint John's, in or about the SITE; Saint John's' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Saint John's, HIGHLANDS, shall indemnify, hold harmless, and defend Saint John's, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Saint John's, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the SITE after the Effective Date, Saint John's from, or in connection with, the HIGHLANDS' use of the SITE or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the SITE; HIGHLANDS' obligation to defend Saint John's and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

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15. Placement of Signs.

HIGHLANDS may display banners and/or signs at the SITE that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

16. Marketing.

HIGHLANDS and Saint John's will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and Saint John's.

17. Access to Inspection.

HIGHLANDS shall permit Saint John's, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Saint John's to enter upon the SITE for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the SITE, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Saint John's' oversight obligations. Saint John's shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

18. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

19. Taxes.

Saint John's shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Saint John's located at the SITE or used by HIGHLANDS.

20. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and

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personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Saint John's: Julie Hirota
Saint John's Program for Real Change
2443 Fair Oaks Blvd, #369
Sacramento, CA 95825-7684

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

21. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

22. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

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24. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

25. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

29. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

30. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

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31. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

32. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Saint John's regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Saint John's' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By:_____ Date: 10/23/23

Murdock Smith, Executive Director
HIGHLANDS

By:_____ Date: 10/25/23

Julie Hirota, CEO
Saint John's Program for Real Change

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SEVENTH AMENDMENT TO LEASE AGREEMENT

THIS Seventh Amendment to Lease Agreement, is made this 30th day of June 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Rose Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about August 15, 2016, Landlord and Tenant entered intothat certain Lease Agreement for a portion of the St. Rose Parish property located at 5961 Franklin Blvd., Sacramento, California 95820, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about August 15, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to extend the lease term, adjust the hours of operation, and clarify issues of grounds maintenance; and

WHEREAS, on or about August 15, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the lease term; and

WHEREAS, on or about November 15, 2018, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement to amongst other things, expand its use of Landlord's property to include the St. John Paul II Building and to extend the term of said Lease Agreement; and

WHEREAS, on or about April 1, 2020, Landlord and Tenant entered into that certain Fourth Amendment to Lease Agreement to amongst other things, expand its use of Landlord's property to include the Boland Hall Building and to extend the term of said Lease Agreement; and

WHEREAS, on or about October 1, 2020, Landlord and Tenant entered into that certain Fifth Amendment to Lease Agreement to amongst other things, expand its use of Landlord's property to include the Two portable classroom #1 and #2 and again extend the Lease term; and

WHEREAS, on or about February 1, 2022, Landlord and Tenant entered into that certain Sixth Amendment to clarify Additional Rent for security; and

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WHEREAS, Tenant has requested an extension to the lease term and Landlord is amenable to such modification;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective July 1, 2023, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term. shall be replaced in its entirety with following:

"The term of this Lease shall commence on August 15, 2016 and end on June 30, 2028. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1 Base Rent, the following shall be added to the end of paragraph 3.1:

"For the period July 1, 2023 through June 30, 2024 Tenant shall pay to Landlord the sum of Nine Thousand, Two Hundred and Ninety-Three Dollars ($9,293.00) per month.

For the period July 1, 2024 through June 30, 2025 Tenant shall pay to Landlord the sum of Nine Thousand, Five Hundred and Ninety-Four Dollars ($9,594.00) per month.

For the period July 1, 2025 through June 30, 2026 Tenant shall pay to Landlord the sum of Nine Thousand, Nine Hundred and Four Dollars ($9,904.00) per month.

For the period July 1, 2026 through June 30, 2027 Tenant shall pay to Landlord the sum of Ten Thousand, Two Hundred and Twenty-Four Dollars ($10,224.00) per month.

For the period July 1, 2027 through June 30, 2028 Tenant shall pay to Landlord the sum of Ten Thousand, Five Hundred and Fifty-Three Dollars ($10,553.00) per month."

C. Paragraph 3.2 "Additional Rent" shall be replaced in its entirety with the following: "Tenant shall pay to Landlord during the term of this Lease Additional Rent in the form of Two Thousand Dollars ($2,000) per month reimbursement for the cost of utilities, plus reimbursement for security patrol as follows:

3.2.1 School days, Mon-Fri 8:00 AM to 3:00 PM and 4:30 PM to 10:00 PM; and
3.2.2 Non-School Tenant workdays, Mon-Fri 8:00 AM through 5:00 PM.
3.2.3 Such reimbursement shall be computed at a rate of $29.30 per hour and may be adjusted from time to time as agreed to between the parties in advance.

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SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Pastor of St. Rose Parish, Sacramento, a corporation sole

By: Rev. Jose J. Beltran
Its: Parochial Administrator/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp.

By: Murdoch Smith
Its: Executive Director

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SIXTH AMENDMENT TO LEASE AGREEMENT

THIS Sixth Amendment to Lease Agreement, is made this 1st day of February 2022, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Rose Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about August 15, 2016, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Rose Parish property located at 5961 Franklin Blvd., Sacramento, California 95820, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about August 15, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to extend the lease term, adjust the hours of operation, and clarify issues of grounds maintenance; and

WHEREAS, on or about August 15, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the lease term; and

WHEREAS, on or about November 15, 2018, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement to amongst other things, expand its use of Landlord's property to include the St. John Paul II Building and to extend the term of said Lease Agreement; and

WHEREAS, on or about April 1, 2020, Landlord and Tenant entered into that certain Fourth Amendment to Lease Agreement to amongst other things, to expand its use of Landlord's property to include the Boland Hall Building and to extend the term of said Lease Agreement; and

WHEREAS, on or about October 1, 2020, Landlord and Tenant entered into that certain Sixth Amendment to Lease Agreement to amongst other things, to expand its use of Landlord's property to include the Two portable classroom #1 and #2 and again extend the Lease term; and

WHEREAS, Tenant and Landlord desire to make certain changes to their agreement regarding security costs;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

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AGREEMENT

SECTION 1. TERMS

Effective February 1, 2022, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 3.2 "Additional Rent" shall be replaced in its entirety with the following: "Tenant shall pay to Landlord during the term of this Lease Additional Rent in the form of reimbursement for the cost of security patrol as follows:

3.2.1 School days, Mon-Fri 8:00 AM to 3:00 PM and 4:30 PM to 10:00 PM; and

3.2.2 Non-School Tenant workdays, Mon-Fri 8:00 AM through 5:00 PM.

3.2.3 Such reimbursement shall be computed at a rate of $29.30 per hour and may be adjusted from time to time as agreed to between the parties in advance.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Pastor of St. Rose Parish, Sacramento, a corporation sole

By: Rev. Jose J. Beltran
Its: Parochial Administrator/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp.

By: Murdoch Smith
Its: Executive Director

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FIFTH AMENDMENT TO LEASE AGREEMENT

THIS Fifth Amendment to Lease Agreement, is made this 1st day of October 2020, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Rose Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about August 15, 2016, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Rose Parish property located at 5961 Franklin Blvd., Sacramento, California 95820, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about August 15, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to extend the lease term, adjust the hours of operation, and clarify issues of grounds maintenance; and

WHEREAS, on or about August 15, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the lease term; and

WHEREAS, on or about November 15, 2018, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement to amongst other things, expand its use of Landlord's property to include the St. John Paul II Building and to extend the term of said Lease Agreement; and

WHEREAS, on or about April 1, 2020, Landlord and Tenant entered into that certain Fourth Amendment to Lease Agreement to amongst other things, to expand its use of Landlord's property to include the Boland Hall Building and to extend the term of said Lease Agreement; and

WHEREAS, Tenant has requested to further expand its use of Landlord's property to include two portable classrooms;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective October 1, 2020, the terms of the Lease Agreement shall be modified as follows:

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A. Paragraph 1.0 Premises shall be replaced in its entirety with the following: "Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises as follows: (1) Approximately 2,600 s.f. in the Parish Office Building, including on the first floor meeting rooms 1A and 2A, and on the second floor meeting room 2A and four offices; (2) Approximately 1,800 s.f. in the Kavanagh Hall building commonly referred to as the Cypress Room; (3) Approximately 1,500 s.f. of the 2,700 s.f. St. John Paul II Modular Building; (4) the Boland Hall Building; and (5) Two portable classroom #1 and #2; all as further described herein and/or depicted on Exhibits A and B as such may be amended from time to time and as are attached hereto, all located at 5961 Franklin Blvd., Sacramento, California 95820 (herein, the "Premises"). All other facilities at the St. Rose Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease."

B. Paragraph 2.0 Term. shall be replaced in its entirety with following: "The term of this Lease shall commence on August 15, 2016 and end on June 30, 2023. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

C. Paragraph 3.1 Base Rent, shall be replaced in its entirety with the following:

"For the period August 15, 2016 through November 14, 2018, Tenant shall pay to Landlord during the term of this Lease Base Rent of Two Thousand, Two Hundred, and Fifty Dollars ($2,250.00) per month.

For the period November 15, 2018 through March 31, 2020, Tenant shall pay to Landlord during the term of this Lease Base Rent of Five-Thousand, Five-Hundred, and Fifty Dollars ($5,550.00) per month.

For the period April 1, 2020 through September 30, 2020, Tenant shall pay to Landlord during the term of this Lease Base Rent of Six-Thousand, Seven-Hundred, and Fifty Dollars ($6,750.00) per month.

For the period October 1, 2020 through March 31, 2021, Tenant shall pay to Landlord during the term of this Lease Base Rent of Eight-Thousand, Two-Hundred, and Fifty Dollars ($8,250.00) per month.

For the period April 1, 2021 through June 30, 2023, Tenant shall pay to Landlord during the term of this Lease Base Rent of Nine-Thousand Dollars ($9,000.00) per month."

C. Paragraph 3.2 "Additional Rent" shall be replaced in its entirety with the following: "Tenant shall pay to Landlord during the term of this Lease Additional Rent in the form of partial reimbursement for the cost of security patrol during Tenant's hours of operation Mon-Fri 8:00 AM through 9:00 PM at a rate of $15.50 per hour."

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D. Paragraph 4.2 shall be replaced in its entirety with the following:

"4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Tenant shall have access to and use of that portion of the Premises located in the Parish Office Building Monday through Friday from 8:00 a.m. to 3:00 p.m. and effective August 14, 2017 also from 5:00 p.m. to 9:00 p.m.

4.2.2 Tenant shall have access to and use of that portion of the Premises located in the Kavanagh Hall Building on Monday, Wednesday, and Friday from 5:00 p.m. to 8:00 p.m.

4.2.3 Tenant shall have access to and use of that portion of the Premises located in the St. John Paul II Building Monday through Friday from 7:30 a.m. to 5:00 p.m.

4.2.4 Tenant shall have access to and use of the Boland Hall Building Monday through Friday from 8:00 a.m. to 9:00 p.m.

4.2.5 Tenant shall have access to and use of the Portable Classrooms #1 and #2 on Monday through Friday from 8:00 a.m. to 9:00 p.m.

4.2.6 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises."

E. Paragraph 6.2 Alterations. shall be amended by adding the following at the end of said paragraph: "Prior to Tenant's occupancy and use of Portable Classrooms #1 and #2, Tenant at its sole cost and expense shall have erected a fence generally in the location depicted on Exhibit B. The design of said fence shall be submitted to Landlord for approval in Landlord's reasonable discretion."

F. Exhibit B shall be amended as provided in the attached Exhibit B Amended October 1, 2020.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Second Amendment shall control.

LANDLORD: **TENANT:**

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The Roman Catholic Bishop of Sacramento, a corporation sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Highlands Community Charter and Technical Schools, a California not-for-profit corp.

By: Murdoch Smith
Its: Executive Director

Pastor of St. Rose Parish, Sacramento, a corporation sole

By: Rev. Jose J. Beltran
Its: Parochial Administrator/Incumbent

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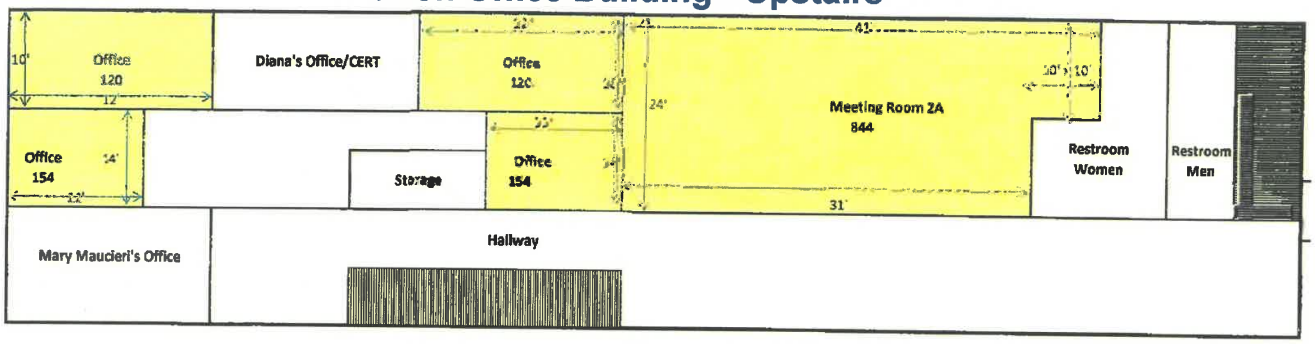
EXHIBIT A - AMENDED NOVEMBER 2018

Parish Office Building - Upstairs



Parish Office Building - Downstairs

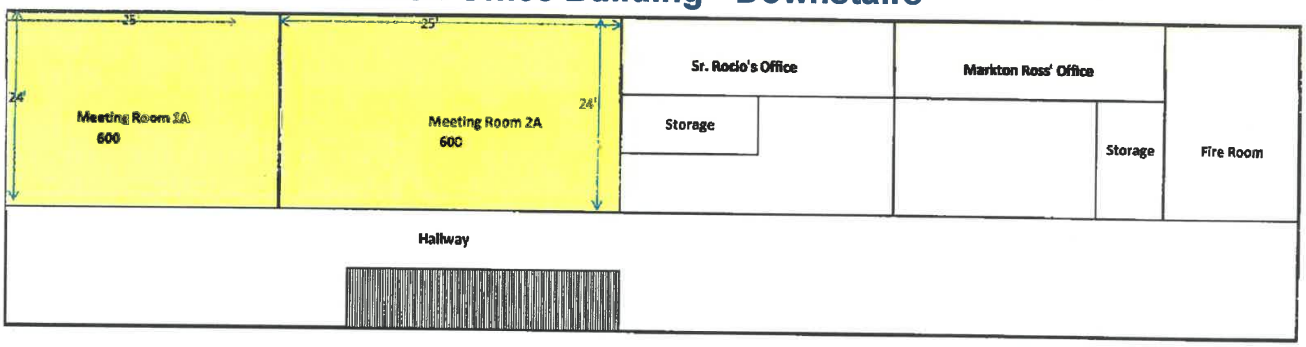


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EXHIBIT B - AMENDED OCTOBER 1, 2020



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FOURTH AMENDMENT TO LEASE AGREEMENT

THIS Fourth Amendment to Lease Agreement, is made this 1st day of April 2020, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Rose Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about August 15, 2016, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Rose Parish property located at 5961 Franklin Blvd., Sacramento, California 95820, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about August 15, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to extend the lease term, adjust the hours of operation, and clarify issues of grounds maintenance; and

WHEREAS, on or about August 15, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the lease term; and

WHEREAS, on or about November 15, 2018, Landlord and Tenant entered into that certain Third Amendment to Lease Agreement to amongst other things, expand its use of Landlord's property to include the St. John Paul II Building and to extend the term of said Lease Agreement; and

WHEREAS, Tenant has requested to expand its use of Landlord's property to include the Boland Hall Building and to extend the term of said Lease Agreement; and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective April 1, 2020, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Premises shall be replaced in its entirety with the following: "Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises that consists of

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approximately 5,900 s.f. described as follows: (1) Approximately 2,600 s.f. in the Parish Office Building, including on the first floor meeting rooms 1A and 2A, and on the second floor meeting room 2A and four offices; (2) Approximately 1,800 s.f. in the Kavanagh Hall building commonly referred to as the Cypress Room; (3) Approximately 1,500 s.f. of the 2,700 s.f. St. John Paul II Modular Building; and (4) the Boland Hall Building; all as further described herein and/or depicted on the Amended Exhibit A and B which are attached hereto, all located at 5961 Franklin Blvd., Sacramento, California 95820 (herein, the "Premises"). All other facilities at the St. Rose Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease."

B. Paragraph 2.0 Term. shall be replaced in its entirety with the following: "The term of this Lease shall commence on August 15, 2016 and end on June 30, 2021. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

C. Paragraph 3.1 Base Rent, shall be replaced in its entirety with the following:
"For the period August 15, 2016 through November 14, 2018, Tenant shall pay to Landlord during the term of this Lease Base Rent of Two Thousand, Two Hundred, and Fifty Dollars ($2,250.00) per month.

For the period November 15, 2018 through March 31, 2020, Tenant shall pay to Landlord during the term of this Lease Base Rent of Five-Thousand, Five-Hundred, and Fifty Dollars ($5,550.00) per month."

For the period April 1, 2020 through June 30, 2021, Tenant shall pay to Landlord during the term of this Lease Base Rent of Six-Thousand, Seven-Hundred, and Fifty Dollars ($6,750.00) per month."

D. Paragraph 4.2 shall be replaced in its entirety with the following:
"4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Tenant shall have access to and use of that portion of the Premises located in the Parish Office Building Monday through Friday from 8:00 a.m. to 3:00 p.m. and effective August 14, 2017 also from 5:00 p.m. to 9:00 p.m.

4.2.2 Tenant shall have access to and use of that portion of the Premises located in the Kavanagh Hall Building on Monday, Wednesday, and Friday from 5:00 p.m. to 8:00 p.m.

4.2.3 Tenant shall have access to and use of that portion of the Premises located in the St. John Paul II Building Monday through Friday from 7:30 a.m. to 5:00 p.m.

4.2.4 Tenant shall have access to and use of the Boland Hall Building Monday through Friday from 8:00 a.m. to 3:30 p.m.

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4.2.5 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole

By: Rev. Michael D. Vaughan
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corporation

By: Murdoch Smith
Its: Executive Director

Pastor of St. Rose Parish, Sacramento, a corporation sole

By: Rev. Jose Beltran
Its: Parochial Administrator/Incumbent

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THIRD AMENDMENT TO LEASE AGREEMENT

THIS Third Amendment to Lease Agreement, is made this 15th day of November 2018, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Rose Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about August 15, 2016, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Rose Parish property located at 5961 Franklin Blvd., Sacramento, California 95820, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about August 15, 2017, Landlord and Tenant entered into that certain First Amendment to Lease Agreement to extend the lease term, adjust the hours of operation, and clarify issues of grounds maintenance; and

WHEREAS, on or about August 15, 2018, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement to extend the lease term; and

WHEREAS, Tenant has requested to expand its use of Landlord's property to include the St. John Paul II Building and to extend the term of said Lease Agreement; and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective November 15, 2018, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Premises shall be replaced in its entirety with the following: "Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises that consists of approximately 5,900 s.f. described as follows: (1) Approximately 2,600 s.f. in the Parish Office Building, including on the first floor meeting rooms 1A and 2A, and on the second floor meeting room 2A and four offices; (2) Approximately 1,800 s.f. in the Kavanagh Hall building commonly referred to as the Cypress Room; and (3) Approximately 1,500 s.f. of the 2,700 s.f. St. John Paul II Modular Building; all as further described herein and/or depicted

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on the Amended Exhibit A and B which are attached hereto, all located at 5961 Franklin Blvd., Sacramento, California 95820 (herein, the "Premises"). All other facilities at the St. Rose Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease."

B. Paragraph 2.0 Term. shall be replaced in its entirety with the following: "The term of this Lease shall commence on August 15, 2016 and end on June 30, 2020. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

C. Paragraph 3.1 Base Rent, shall be replaced in its entirety with the following:
"For the period August 15, 2016 through November 14, 2018, Tenant shall pay to Landlord during the term of this Lease Base Rent of Two Thousand, Two Hundred, and Fifty Dollars ($2,250.00) per month.

For the period November 15, 2018 through June 30, 2020, Tenant shall pay to Landlord during the term of this Lease Base Rent of Five-Thousand, Five-Hundred, and Fifty Dollars ($5,550.00) per month."

D. Paragraph 4.2 shall be replaced in its entirety with the following:
"4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:
4.2.1 Tenant shall have access to and use of that portion of the Premises located in the Parish Office Building Monday through Friday from 8:00 a.m. to 3:00 p.m. and effective August 14, 2017 also from 5:00 p.m. to 9:00 p.m.
4.2.2 Tenant shall have access to and use of that portion of the Premises located in the Kavanagh Hall Building on Monday, Wednesday, and Friday from 5:00 p.m. to 8:00 p.m.
4.2.3 Tenant shall have access to and use of that portion of the Premises located in the St. John Paul II Building Monday through Friday from 7:30 a.m. to 5:00 p.m.
4.2.4 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises."

E. Paragraph 4.5 shall be deleted in its entirety.

F. Paragraph 25 Janitorial. Shall be replaced in its entirety with the following:
"Tenant shall be responsible for janitorial services to the Premises."

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SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement as amended shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement as amended, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole

By: Rev. Michael D. Vaughan
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corporation

By: Murdoch Smith
Its: Executive Director

Pastor of St. Rose Parish, Sacramento, a corporation sole

By: Rev. Guillermo Hernandez
Its: Pastor/Incumbent

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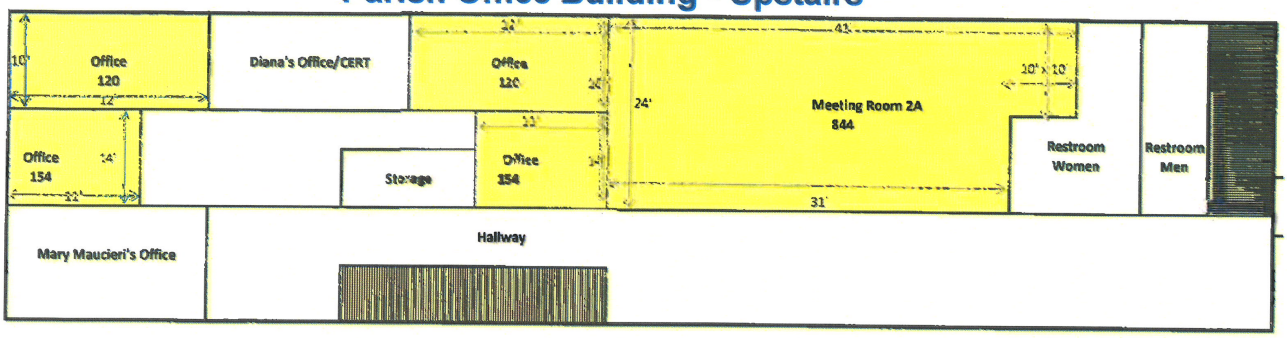
EXHIBIT A - AMENDED NOVEMBER 2018

Parish Office Building - Upstairs



Parish Office Building - Downstairs

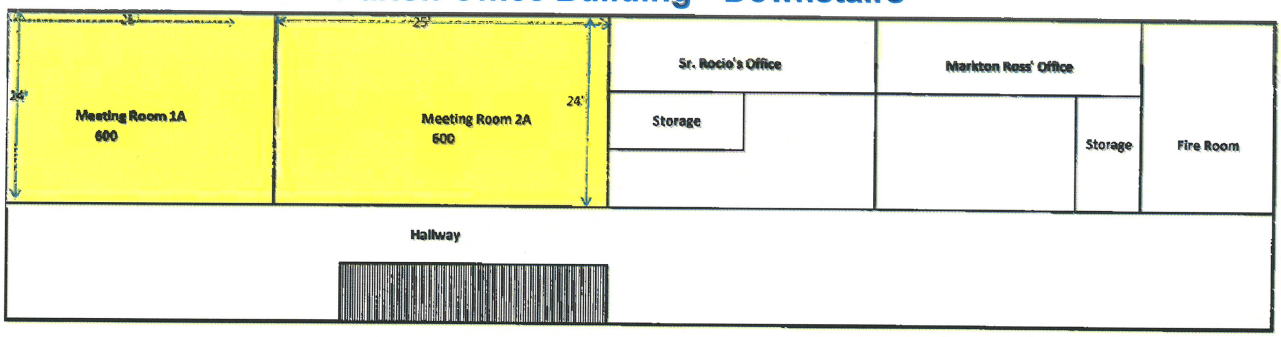


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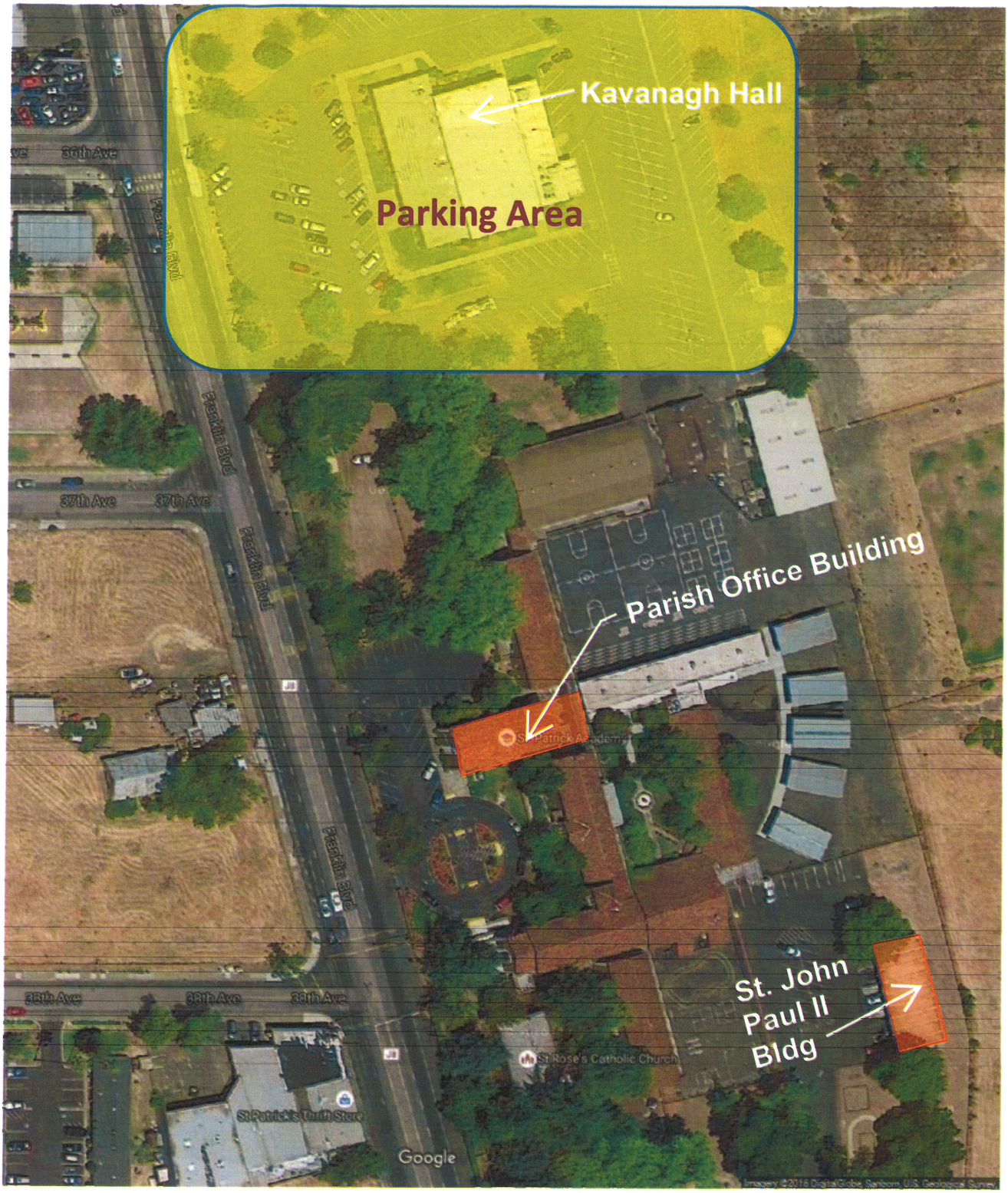
EXHIBIT B - AMENDED NOVEMBER 2018



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FIRST AMENDMENT TO LEASE AGREEMENT

THIS First Amendment to Lease Agreement, is made this 15th day of August 2017, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Rose Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about August 15, 2016, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Rose Parish property located at 5961 Franklin Blvd., Sacramento, California 95820, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, Tenant has requested to extend the term of said Lease Agreement; increase its hours of operation on the Premises; and clarify responsibilities regarding grounds maintenance; and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective August 14, 2017, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term. shall be replaced in its entirety with following: "The term of this Lease shall be for two years, commencing on August 15, 2016 and ending on August 14, 2018. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 4. Use of the Premises, Subparagraph 4.2 shall be replaced in its entirety with following:

"4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Tenant shall have access to and use of that portion of the Premises located in the Parish Office Building Monday through Friday from 8:00 a.m. to 3:00 p.m. and effective August 14, 2017 also from 5:00 p.m. to 9:00 p.m.

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4.2.2 Tenant shall have access to and use of that portion of the Premises located in the Kavanagh Hall Building on Monday, Wednesday, and Friday from 5:00 p.m. to 8:00 p.m.

4.2.3 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

C. Paragraph 33.0 Grounds Maintenance. Shall be added as follows: "Effective October 1, 2017, Tenant shall contribute Seven-Hundred and Fifty ($750) dollars per month toward grounds maintenance performed by Landlord."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this First Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole

By: Most Rev. Myron J. Cotta
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corporation

By: Murdoch Smith
Its: Executive Director

Pastor of St. Rose Parish, Sacramento, a corporation sole

By: Rev. Guillermo Hernandez
Its: Pastor/Incumbent

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LEASE AGREEMENT

This Lease Agreement entered into as of August 15, 2016, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Rose Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises that consists of approximately 3,009 s.f. described as follows: (1) Approximately 1,260 s.f. in the Parish Office Building, including two meeting rooms; and (2) Approximately 1,749 s.f. in the Kavanagh Hall building commonly referred to as the Cypress Room; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 5961 Franklin Blvd., Sacramento, California 95820 (herein, the "Premises"). All other facilities at the St. Rose Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for one year, commencing on August 15, 2016 and ending on August 14, 2017. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease Base Rent of Two-Thousand, Two-Hundred, and Fifty Dollars ($2,250.00) per month.

3.2 Additional Rent. Tenant shall pay to Landlord during the term of this Lease Additional Rent in the form of reimbursement for the cost of security patrol during Tenant's hours of operation.

3.3 Payment of Base Rent. Base Rent shall be payable monthly in advance to Landlord, on or before the fifteenth day (15th) of the month at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

3.4 Payment of Additional Rent. Additional Rent shall be payable to Landlord within ten (10) days of Landlord's submittal to Tenant of a formal request for reimbursement for the previous month's security patrol expense as described above. Such Additional Rent shall be paid to Landlord at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

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3.5 Rent Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Four Thousand, Five Hundred Dollars ($4,500.00) representing the first and last months' Base Rent.

3.6 Application of Rent Deposit. Upon default by Tenant under this Lease, Landlord may apply the last month's rent to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of this application from Landlord, Tenant shall pay to Landlord an amount equal to that applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the 20th day of the month. Late fees may be assessed at $10.00 per day at the sole discretion of Landlord after the 20th day of the month. Late fees are charged retroactive to the first day of the month. Unpaid Additional Rent shall become delinquent on the 11th day after presentment to Tenant by Landlord of a formal request for reimbursement as described above. Late fees may be assessed at $10.00 per day at the sole discretion of Landlord after such sums become delinquent.

4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate General Equivalency Diploma classes for adult students, and no part of the Premises and appurtenant grounds shall be used for any different purpose and no part of the Premises (or additional areas that Tenant may have access to under paragraph 4.3, 4.4, and 4.5 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Landlord shall have access to and use of that portion of the Premises located in the Parish Office Building Monday through Friday from 8:00 a.m. to 3:00 p.m.

4.2.2 Landlord shall have access to and use of that portion of the Premises located in the Kavanagh Hall Building on Monday, Wednesday, and Friday from 5:00 p.m. to 8:00 p.m.

4.2.3 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

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4.3 During its hours of operation as described in paragraph 4.2 above, Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the men's and women's bathroom located on the 2nd floor of the Parish Office Building.

4.4 During its hours of operation as described in paragraph 4.2.2 above, Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the men's and women's bathroom located near the vestibule in the Kavanagh Hall Building.

4.5 During their hours of operation tenant may use the two offices located at the northwest corner of the 2nd floor of the Parish Office Building for office purposes. Such permission may be revoked at any time by Landlord.

4.6 Tenant and Tenant's guests shall be allowed to use the parking area as identified on Exhibit B. Tenant and Tenant's guests shall not park vehicles, nor pick-up or drop-off in any other area of the St. Rose Parish.

4.7 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional areas set forth in paragraphs 4.3, 4.4, and 4.5 above, it will restore those additional areas to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students or other invitees at all times while in the classrooms or on the Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the St. Rose Parish facilities at any time.

5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

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5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit C and is included by reference herein.

6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems, provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that arise out of the direct use by Tenant and/or the acts of Tenant's students, employees, agents, or invitees. All shared common areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord, shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of One Million Dollars ($1,000,000) and automobile liability insurance with a minimum per accident limit of One Million Dollars ($1,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under

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this Lease. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole, and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without 30 days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under paragraph 4.3 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

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9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

10.3 to continue this Lease in force or to terminate it at any time;

10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

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12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not place or permit to be placed in, upon, about, or outside the Premises any sign, notice, drapes, shutters, blinds, or display of any kind without the prior written consent of Landlord in its sole discretion.

16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term or option extending the Lease Term. Any holding over shall not constitute a renewal or extension.

17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however. have the right to claim and recover, from the condemning authority only, but not from Landlord., any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

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18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorneys fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease Term or extension, then Tenant shall pay any taxes assessed against the leased Premises and any personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the

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imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

20.1 To Landlord: Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to: Pastor
St. Rose Parish
5961 Franklin Blvd.
Sacramento, CA 95824

20.2 To Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

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25.0 Janitorial Services. Landlord shall be responsible for janitorial services to the Premises.

26.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only. Such utilities charges will include sewer, water, gas, electricity, and garbage.

27.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

28.0 Mediation and Arbitration of Disputes.

28.1 Subject to subsection 28.2 below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

28.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial

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mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

29.0 Entire Agreement. This Lease, together with the attached Exhibit A, B, and C, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

30.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

31.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

32.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole

By: Most Rev. Myron J. Cotta

Its: Vicar General

Pastor of St. Rose Parish, Sacramento,
a corporation sole

By: Rev. Guillermo Hernandez

Its: Pastor/Incumbent

TENANT:

Highlands Charter School, Inc., a California
non-for-profit corporation

By: Murdoch Smith

Its: Executive Director

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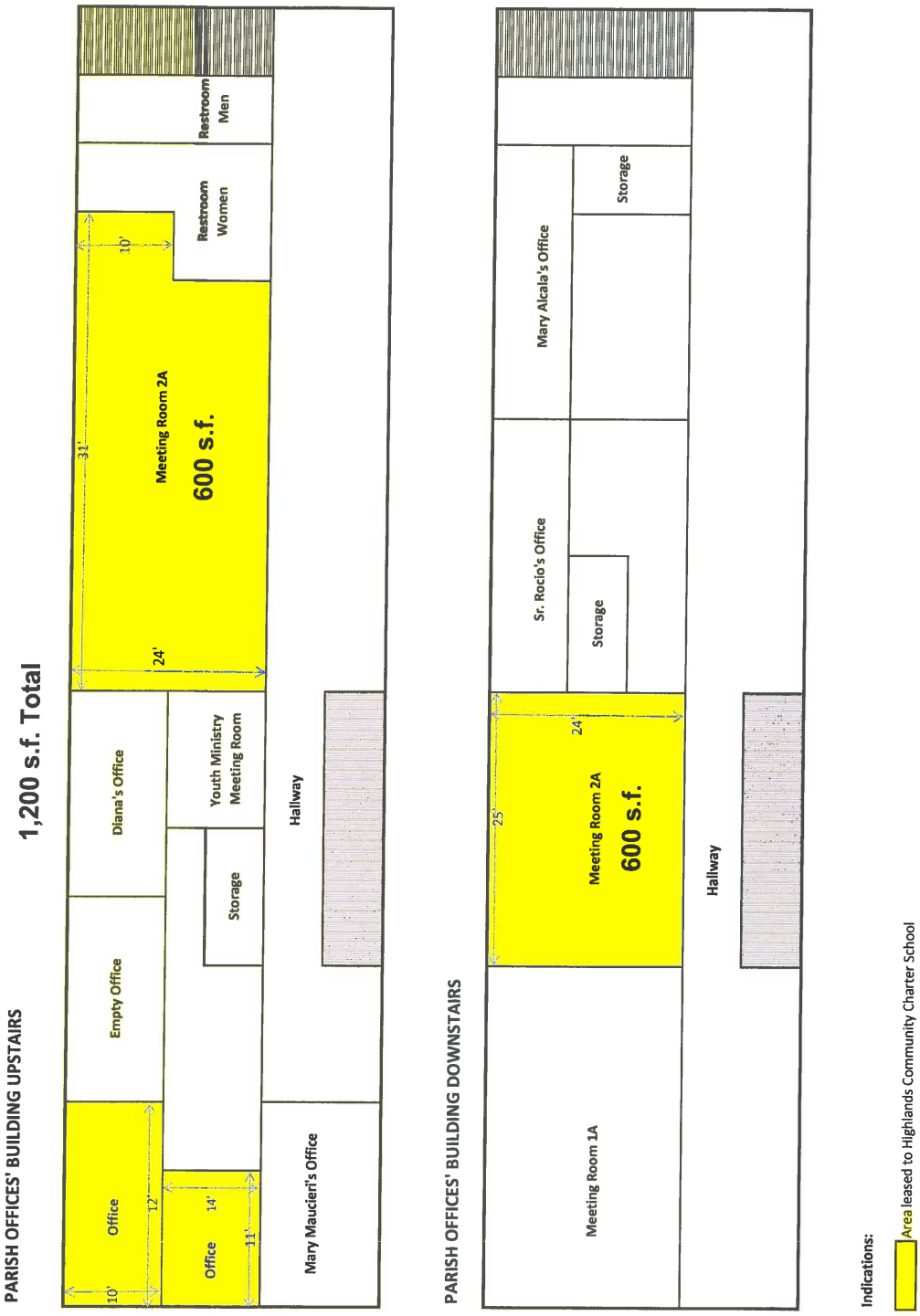
Exhibit A



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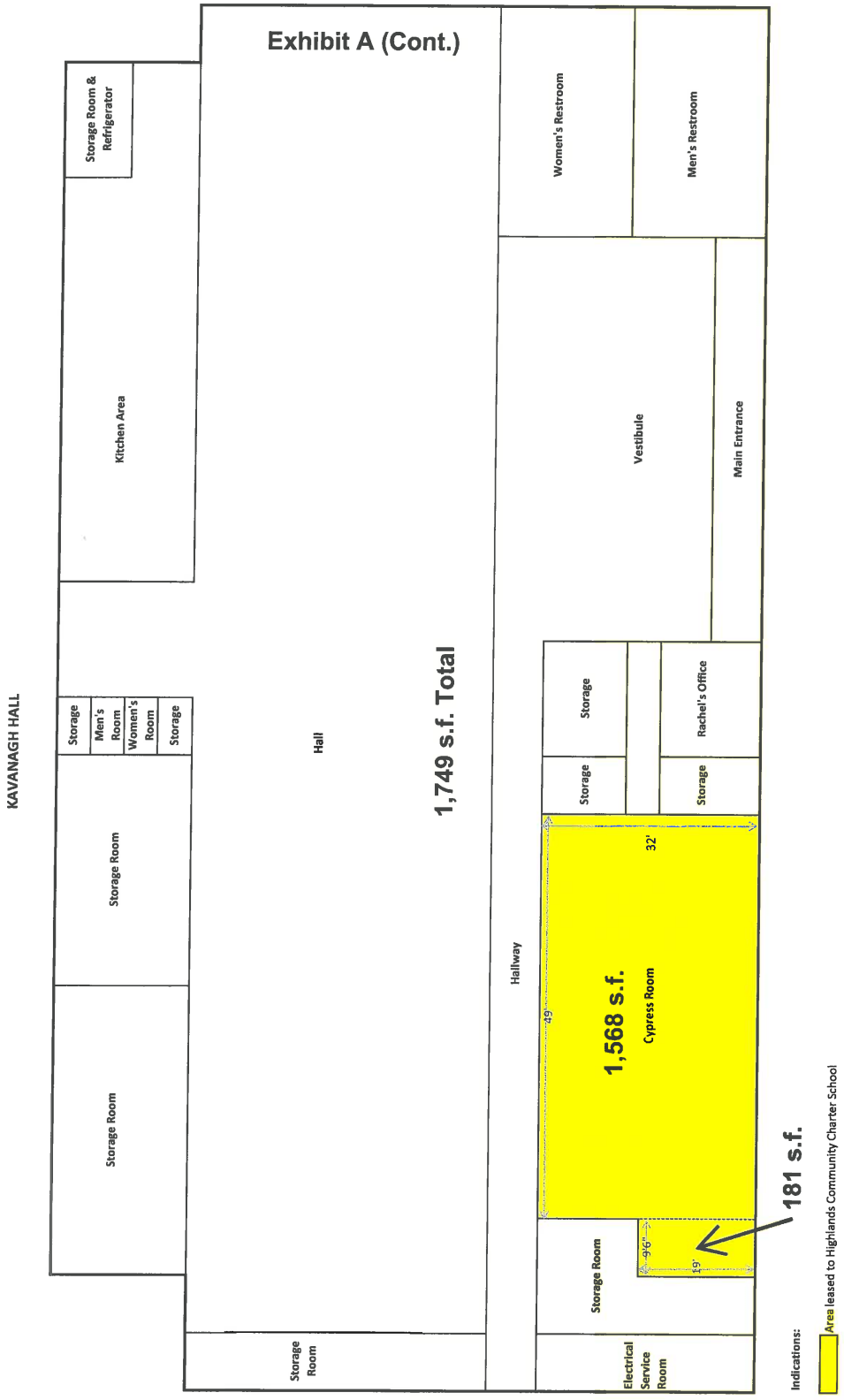

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EXHIBIT C

Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento

1.0 Introduction.

1.1 The churches, schools, halls, buildings, and grounds of the parishes and diocesan facilities in the Diocese of Sacramento represent an important element of the patrimony of the Church. The People of God in the Diocese of Sacramento, over many generations, have lovingly shared their temporal resources with the Church in order to ensure that the ministry of the Church would continue to flourish, that there shall always be adequate means to provide for the pastoral care of souls, and that the Gospel may be proclaimed in full fidelity with the Truth to all people living in the territory of the Diocese. The care and stewardship over these resources is vouchsafed in the Diocesan Bishop and the pastors who collaborate in his ministry throughout the Diocese.

1.2 Church buildings and grounds are more than mere structures. They are visual and tangible symbols of the Church, the Temple of the Holy Spirit. This is particularly true of parish churches and parish facilities, for it is in the parishes that the Catholic faithful gather regularly around the altar of the Lord to celebrate the Paschal mystery of the Eucharist. Thus, mindful of centrality of the altar to the life of our parishes and our Diocese, it is a matter of considerable pastoral importance that our parish churches, halls, schools, buildings, grounds, and diocesan facilities be used at all times in a manner consistent with their sanctified nature, as visible symbols of the Church.

1.3 Therefore, the Bishop of Sacramento, consistent with his pastoral and episcopal obligation to faithfully steward the patrimony of the Church in the Diocese of Sacramento has promulgated this Policy Regarding the Use of Diocesan and Parish Facilities and directs all pastors, parochial administrators, Newman Center directors, and lay employees and volunteers responsible for the use of diocesan and parish facilities to implement and comply with this Policy.

2.0 Use of Diocesan and Parish Facilities.

2.1 Use of diocesan and parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities.

2.2 Any use of diocesan and parish facilities that is incompatible with the religious and liturgical character of diocesan and parish facilities is prohibited.

2.3 Any use of diocesan and parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is prohibited.

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2.4 No event or activity shall be permitted to occur at diocesan or parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church.

2.5 The use of churches, oratories, and chapels must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

2.6 Pastors shall implement and apply this Policy with regard to their respective parish facilities using their best pastoral judgment and shall implement and employ appropriate procedures and measures to ensure that this Policy is uniformly and consistently applied. In the event of any ambiguity, the Bishop of Sacramento shall serve as the final arbiter as to the application of this Policy to particular facts and circumstances.

3.0 Initial Request to Use Parish or Church Facilities and Review of Such Requests.

3.1 Any individual, group, or organization requesting to use or to rent a parish or diocesan facility must, prior to consideration of their request, complete a form questionnaire regarding the nature of the event proposed to be held at the diocesan or parish facility and seeking information regarding the individual, group, or organization. The Diocese shall prepare the form questionnaire and shall provide a copy of the questionnaire in English and Spanish to each parish in a form that can be reproduced for use.

3.2 Parish groups, which have been approved by the parish pastor, and diocesan organizations, which are listed in the *Diocese of Sacramento Directory* published by the Diocese of Sacramento or the *Official Catholic Directory* published by P.J. Kenedy & Sons, shall not be required to complete a form questionnaire prior to requesting to use or rent parish or diocesan facilities.

3.3 The Pastor, in the case of parishes, or the Vicar for Temporalities, in the case of the Diocese, shall review the responses provided by applicants on the questionnaires and determine whether the event proposed would be an appropriate use of parish or diocesan facilities under this Policy and whether the applicant individual, group, or organization would be an appropriate user or renter, under the terms of this Policy, to use such facilities. Copies of these questionnaires shall be retained with the business records of the parish and/or the Diocese.

3.4 If the Pastor or Vicar for Temporalities determines that the request is not appropriate under this Policy, he shall promptly notify the applicant that the requested facilities are not available for use or rent.

3.5 If the Pastor or Vicar for Temporalities determines that the request is appropriate under this Policy, he shall cause a Facilities Use Agreement to be sent to the requesting party for execution. The Diocese shall prepare a form Facilities Use Agreement for this purpose and shall

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provide a copy of the Facilities Use Agreement in English and Spanish to each parish in a form that can be reproduced for use.

4.0 Inappropriate Groups and Organizations.

4.1 Any organization or group which, by word or conduct, teaches, advocates, or otherwise promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings shall not be permitted to use or rent diocesan or parish facilities.

4.2 Organizations or groups that would be unsuitable to use or rent diocesan or parish facilities for events would include, but not be limited to, those that:

4.2.1 Promote, advance, or advocate racial, ethnic, sexual, or religious discrimination.

4.2.2 Promote, advance, or advocate anti-Catholicism, anti-Catholic biases, or are directly or indirectly hostile to the Catholic Church, the Catholic clergy, or Catholic people in general.

4.2.3 Engage in partisan political activity as the principal purpose of the group or organization, including political parties, political candidate committees, partisan political clubs or committees, and the like.

4.2.4 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Culture of Life, including any group or organization that directly or indirectly promotes, advocates, or engages in activities related to abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment.

4.2.5 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Church's teachings and beliefs regarding the sanctity of marriage, the call to sexual abstinence and chastity outside marriage, and the centrality of family life as a cultural cornerstone, including groups or organizations that promote or advocate, directly or indirectly, sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," the adoption and/or placement of children in anything other than a traditional family setting, and the like.

4.2.6 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Magisterium of the Catholic Church, the Deposit of Faith, the teachings of the Second Vatican Council, or authentic Catholic theology, as determined by the pastor and the Bishop of Sacramento, including such groups or organizations that deny, refute, ridicule, or condemn the fundamental Truths of the Catholic faith. This shall exclude the use, with the permission of the Bishop, of parish and diocesan facilities for worship or religious services by other Christian denominations on an ad hoc basis.

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4.2.7 Promote, advance, or advocate secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.

4.2.8 Promote, advance, or advocate the abuse of alcohol or the use of narcotics or other controlled substances.

4.2.9 Promote, advance, or advocate violence or the use of force to resolve social, political, or religious problems.

4.3 With regard to outside organizations and groups, any questions regarding the propriety of permitting such groups to use or rent parish or diocesan facilities under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental.

5.0 Inappropriate Events or Activities.

5.1 Any event or activity that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church shall not be permitted at parish or diocesan facilities.

5.2 Events or activities that would be unsuitable would include, but not be limited to, any event or activity that directly or indirectly relates to the advocacy or promotion of, or cooperation with:

5.2.1 Racial, ethnic, sexual, or religious discrimination.

5.2.2 Anti-Catholicism or anti-Catholic biases.

5.2.3 Partisan political activity of any kind, direct or indirect.

5.2.4 Abortion, euthanasia, assisted suicide, contraception, voluntary sterilization, or capital punishment.

5.2.5 Sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," and the adoption and/or placement of children in non-traditional family settings.

5.2.6 The denial, refutation, ridicule, or condemnation of the fundamental Truths of the Catholic faith.

5.2.7 The paring back of religious freedom rights or the restriction of religious liberty and liberty of conscience.

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5.2.8 The abuse of alcohol and the use narcotics or other controlled substances.

5.2.9 Violence or the use of force to resolve social, political, or religious problems.

5.3 With regard to outside organizations and groups, any questions regarding the propriety of any event or activity under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental of diocesan or parish facilities.

6.0 Conditions of Use.

6.1 The religious character and nature of diocesan and parish property must, at all times, be respected by those individuals, groups, and organizations using diocesan and parish facilities. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

6.2 All individuals, groups, and organizations must comply with the Diocese of Sacramento's safe environment policies and procedures in all activities in which children or young people are present. Adequate supervision and security must be provided for at all times with regard to the presence of children and young people on diocesan and parish property.

6.3 Any individual, group, or organization using or renting diocesan or parish facilities must provide an endorsed policy of general liability insurance applicable to the event, naming the Diocese and the Parish as an additional named insured and providing coverage limits in an amount as prescribed by the Diocesan Finance Department.

6.4 Individuals, groups, or organizations using or renting parish facilities must expressly agree to follow the directives of the parish pastor, or his designees, regarding the use of the facilities and must do so when using or renting the facility.

6.5 Any individual, group, or organization using or renting diocesan or parish facilities must provide appropriate and adequate security, at their own expense, during their activities or events. The pastor shall designate the level of security services required with regard to the use of parish facilities. The Vicar for Temporalities shall designate the level of security services required with regard to the use of diocesan facilities.

Approved and promulgated the 13th day of March in the year 2006 at the Pastoral Center, Sacramento, California.

WILLIAM K. WEIGAND
Bishop of Sacramento

In witness whereof:

Rev. Blaise Berg, S.T.D.
Vice-Chancellor

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FACILITIES USE AGREEMENT
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
(Highlands Community Charter School)

This FACILITIES USE AGREEMENT ("Agreement") is made this 1st day of July, 2023 (the "Effective Date"), by and between the Twin Rivers Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the Highlands Community Charter School ("HCCS"), a California public charter school (hereinafter Corporation and HCCS shall collectively be referred to as "the Charter School"). The District and the Charter School shall collectively be referred to as "Parties" and individually as a "Party" in this Agreement.

RECITALS

WHEREAS, the Charter petition for the establishment of the Charter School ("Charter") was first authorized by the District in 2014 for a term running through June 30, 2019, and the Charter School's current Charter term runs through June 30, 2027;

WHEREAS, the District is the owner of certain real property and facilities located at 1333 Grand Avenue, Sacramento, California 95838 (the "Site") (Map of the Site attached as Exhibit "A");

WHEREAS, the District and Charter School desire to enter into this Agreement to document the arrangement between the Parties regarding the Charter School's use of the Site during the term of this Agreement consistent with the Charter and in lieu of Education Code section 47614 and its implementing regulations, pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

Section 1. Use of the Site. The District hereby grants to the Charter School, on the terms and conditions set forth herein, use of the Site for the sole purpose of operating HCCS and its related educational programs in accordance with the school's respective Charter. The Charter School's use of the Site shall comply with all District policies and regulations and/or practices applicable to District facilities. The Charter School shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. The Charter School further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site and conducting charter school activities.

A. Satisfaction of Proposition 39 Obligation and Waiver of Claims. The Charter School agrees that by accepting the Site pursuant to this Agreement, the District has fully and completely satisfied the District's obligation to provide facilities to the Charter School under Education Code section 47614 and its implementing regulations ("Proposition 39") for the term of this Agreement. The Charter School expressly and voluntarily waives any right to claim that the District has not fully and completely satisfied its obligation pursuant to Proposition 39 to provide reasonably equivalent facilities to the Charter School for the term of this Agreement. The Parties agree that

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this waiver does not extend to the respective duties and obligations of the Parties set forth in this Agreement.

B. Term. The term of this Agreement shall begin on July 1, 2023, and shall expire on June 30, 2027. This Agreement may be renewed by written agreement of the Parties.

C. Early Termination. In the event the Charter School ceases to operate for any reason during the term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall surrender possession of the Site to the District; provided however that in the event of revocation of the Charter School's charter, this Agreement will not be subject to early termination until such time as the Charter School has exhausted its statutory appeal rights or until the expiration of the term of this Agreement, whichever occurs first.

D. Reversion to District. Upon the expiration or earlier termination of this Agreement, possession of the Site and the Facilities shall automatically revert to the District. As title holder to the Site and Facilities, with the exception of those furnishings and equipment designated as the Charter School's personal property, the District reserves the right at termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to use of such Site and Facilities for District programs and services. Notwithstanding the dispute resolution procedures set forth in this Agreement, the Charter School's Charter, and the Memorandum of Understanding between the District and the Charter School, the District may file an action in superior court in the event the District is unable to remove Charter School from the Site.

E. Joint-Use. The Charter School acknowledges that its right to use the Site shall not interfere with the District's shared use of the Site, if any. The District's shared use of the Site, if any, shall not unreasonably interfere with the Charter School's use of the Site.

F. Civic Center Act. The parties agree that the Site remains subject to the Civic Center Act (Education Code Section 38131, et seq.), with the District allowed to provide access and use of the Site pursuant to the Act as long as such access or use does not conflict with or materially impair the Charter School's right to use of the Site under this Agreement. The Charter School agrees that all requests submitted to the Charter School for use of the Site under the Act shall be forwarded to the District for approval. Before granting access or use of the Site pursuant to the Act, the District shall advise the Charter School of the proposed user and of the planned use, and coordinate such access or use in a manner intended to minimize the potential impact on the Charter School or its operations.

G. Drill Notice. In the event that the Charter School conducts a fire, earthquake or other emergency drill, the Charter School shall provide the District with reasonable advance notice of the time and nature of the drill.

H. Furnishings and Equipment. The Charter School, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials to furnish and equip the facilities for classroom instruction and operation of a charter school. The Charter School agrees to maintain an inventory to account for all equipment and a

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sufficient budget for all repairs or maintenance to equipment and furnishings at the Site that are within its care, custody or control, with Charter School further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment excluding normal wear and tear.

Section 2. Facilities Fees.

A. Site Use Fee. Commencing with the 2023-24 fiscal year and continuing through the term of this Agreement, the Charter School shall pay an amount not to exceed a total of two percent (2%) of the total revenue of the Charter School for use of the Site. "Revenue of the Charter School" for purposes of this calculation shall include, as applicable, the general-purpose entitlement calculated pursuant to Education Code section 47633, and the amount received from the local control funding formula calculated pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03.

B. Portables Lease. As additional compensation for the District's provision of the use of facilities to the Charter School, including the use of the District's portables that are currently attached to the Site, the Charter School agrees to provide to the District the use of five portable classroom buildings and one restroom building, in accordance with the terms of the Portables Lease Agreement, attached hereto as Exhibit B.

C. Payment Schedule. The Charter School shall pay the facilities fee (§ 2), direct costs for utilities fees, (§ 3), Security System fee (§ 8), and all other fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the Sacramento County Office of Education and/or District for the Charter School, and the District may also elect to offset and deduct any such fees or payments from in-lieu-of property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted prior to any such offset.

Section 3. Utilities. The Charter School shall be solely responsible for the costs of all utilities used or consumed by the Charter School at the Site including water, electricity, garbage, telephone, and internet connection. The Charter School agrees to pay all amounts invoiced to the Charter Schools by the District for its prorated share of utilities costs. The District will provide documentation to support its invoices upon request by the Charter School. The Charter School shall develop and implement energy saving policies to minimize utility costs, and shall provide a copy of its energy saving policies to the District.

Section 4. Maintenance and Operations. The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of the District; however, the Charter School will

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provide its own custodial service and/or custodial staff at the Charter School's sole expense. Projects eligible to be included in the District's deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District, if any, in accordance with District schedules and practices shall remain the responsibility of the District. The Parties understand and agree that leased structures (including portables) are not eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582.

A. Major Maintenance and Emergency Repairs. The District shall be responsible for the major maintenance of the Site and its facilities used by the Charter School; however, the Charter School shall reimburse the District for One Hundred Percent (100%) of the cost for any major facility maintenance or replacement cost requested or caused by the Charter School. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. Major Maintenance scheduling and timing is at the sole discretion of the District and the site will not be improved to a level exceeding other schools in the District. The Charter School agrees to immediately notify the District in writing of any major maintenance that it knows or reasonably should have known is required at the Site, and the Charter School agrees it shall be responsible for the proportional costs to repair subsequent damage, if any, due to its failure to timely notify the District. All other kinds of maintenance shall be considered routine maintenance and shall be the sole responsibility of the Charter School.

In the event that the Charter School requires the District to perform emergency or major maintenance and repairs, as allowed for above, the Charter School shall notify the District's Facilities Services Department via facsimile at (916) 566-3518 or call directly at (916) 566-1722. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property. The District reserves the right to implement a different process for submission of maintenance/repair requests.

Section 5. Installation of Improvements by the Charter School.

The Charter School shall not construct or install any improvements on the Site or otherwise alter the Site without the District's prior written consent, and if required, the Division of the State Architect ("DSA") The District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at the District's reasonable discretion. All contractors retained by the Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvement shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. The District or District's agent shall have a continuing right at all times during the

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period that improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and District may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the Site at risk of physical danger or compromise. In the event District requires the cessation of work, District and the Charter School will immediately meet to address the District's concerns. No construction or installation will resume until the District's concerns are adequately addressed.

Section 6. Provision of Facilities. The facilities to be provided to the Charter School at the Site during the term of this Agreement shall be:

Occupancy of the following buildings at 1333 Grand Avenue, Sacramento, CA 95838:

A- Former Police Services Building- 9,139 Sq. ft.

Al - Former Police Services Building-1,980 Sq. ft. A3 - High School Subjects - 3,387 Sq. ft.

A4 - Former Police Services Building- 623 Sq. ft.

B - Administration and Student Services - 2,564 Sq. ft.

C- Student Lounge, High School Subjects 2,041 Sq. ft. Cl - High School Subjects - 960 Sq. ft.

D-High School Subjects -1,723 Sq. ft.

E-High School Subjects -1,841 Sq. ft.

F - High School Subjects - 1,732 Sq. ft.

F1 -High School Subjects/Entrepreneurism-2,767 Sq. ft.

G- Former Shoulder to Shoulder Building- 4,275 Sq. ft.

K - Heating, Ventilation, Air Conditioning and Refrigeration (HVAC/R) - 2,998 Sq. ft.

The Charter School shall also have access to the parking lot at 1333 Grand Avenue.

A2 - Former District Board Room - 1,678 Sq. ft. - The Charter School will periodically be granted access to building A2 for student orientation and testing as permitted by the District when not scheduled for other District uses. The District shall have priority of use of Building A2.

The sites are depicted in the Site Map attached as Exhibit A.

Section 7. Equipment and Supplies. All equipment and supplies utilized in the administration and operation of the previous Grand Avenue Center, operated by the Twin Rivers Adult School may be used by HCCTS for operation of the school.

Section 8. Security System. The Charter School shall be solely responsible for the direct costs for all monitored security systems ("Security Systems") provided at the Site. The Charter School recognizes that the Security Systems currently provided at the Site may include a separate intrusion

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alarm system, security camera system, and/or site visits/monitoring by a private security patrol. The Charter School agrees to pay all amounts invoiced to the Charter School by the District for its Security Systems. The Charter School recognizes that the Security System currently located at the Site, if any, is not part of the facilities offered to the Charter School in this Agreement and may be discontinued by the District at any time with 30 days written notice to the Charter School. Should the Charter School desire to install its own alarm system and/or other security devices, it must follow the procedure set forth in Section 5, above.

Section 9. Condition of Property. The Charter School, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The Charter School shall not be responsible for any conditions that existed prior to the Charter School's occupancy of the Site, so long as such conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FERA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this Agreement. The Charter School shall only assume responsibility for compliance with ADA and FERA access rights to the extent of any modifications or improvements made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, the Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FERA, and other applicable building code standards. The Charter School shall comply with all licensing, payment and performance bond, and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the portions of the Site as a result of the Charter School's occupancy thereof, the Charter School, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Site, to the satisfaction of District and any governmental agencies having jurisdiction over the Site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.

Section 10. Title to Property. The Parties acknowledge and agree that title to the Site and all improvements thereon are held by the District, and shall remain held by the District at all times.

Section 11. Surrender of Premises. Upon the expiration of this Agreement, or any extension thereof, or termination of this Agreement, the Charter School shall peaceably vacate the Site and any and all improvements located thereon and deliver up to the District in substantially the same condition as existing on the date of commencement of this Agreement, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. The Charter School shall be financially responsible for any needed repairs to the Site due to the Charter School's acts or omissions, minus normal wear and tear, after vacating the Site.

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Section 12. Insurance. The Charter School shall obtain insurance coverage which meets the District's minimum requirement and shall name the district as an "additionally insured." Charter School shall continue to maintain in full force and effect workers' compensation coverage that provides full statutory coverage throughout the term of this Agreement.

Section 13. Indemnification.

A. Charter School Obligations. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the Charter School's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site; the Charter School's obligation to defend the District and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

B. District Obligations. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the Charter School, the District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents,. that maybe asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the District's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the District in or about the Site; the District's obligation to defend the Charter School and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

All provisions of this Section 13 shall survive the termination or expiration of this Agreement.

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Section 14. Placement of Signs. The Charter School may not place, construct, or maintain any signs identifying the Site as the Charter School's, or for any other purpose, without first obtaining District approval. Any signs so placed at the Site will be at the Charter School's sole expense and must first be approved by the District Superintendent or designee, which approval shall not be unreasonably withheld. When required by the District, the Charter School must also obtain DSA approval prior to placing, constructing, or maintaining any signs on the Site. The Charter School shall not remove, block, obscure, or deface any District signs which are or may be posted on the Site. The District will in no way be financially responsible for the maintenance or upkeep of any signs placed at the Site by the Charter School.

Section 15. Access and Inspection. The Charter School shall permit the District, its agents, representatives or employees, to enter upon the Site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the Site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting the District's oversight obligations. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

Section 16. Termination.

This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By the Charter School for any reason, or for no reason, by giving six (6) months' written notice of its intention to terminate to District.

B. By the Charter School, upon mutual agreement between the District and the Charter School, if the Site is so damaged, destroyed or otherwise impaired as to hinder the Charter School's effective use of the Site for a charter school at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the Charter School's effective use of the Site for a charter school, the District will make a good faith effort to provide other District facilities to the Charter School, if available, but shall have no obligation to provide substitute facilities to the Charter School.

C. By the District for a material failure by the Charter School to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of sixty (60) days after written notice thereof from the District to the Charter School; provided, however, that if the nature of the Charter School’s default is such that more than sixty (60) days are reasonably required for its cure, then the Charter School shall not be deemed to be in default if the Charter School commences such cure within said sixty (60) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

D. By the District in the event the Charter School files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations. "Ceasing operations" shall be defined as voluntary surrender or revocation of the Charter or by the Charter School's failure to commence its educational program to serve students on or before September 30 of the Applicable Year.

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Section 17. Taxes. The Charter School shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings, or fixtures of the Charter School located at the Site or used by the Charter School.

Section 18. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

To the Charter School:	Executive Director Highlands Community Charter School P.O. Box 38924 (or 1333 Grand Avenue) North Highlands, CA 95838 Facsimile: (916) 471-0552
To the District:	Chief Business Official Twin Rivers Unified School District 5115 Dudley Blvd. McClellan, California 95652 Facsimile: (916) 566-3517

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 19. California Environmental Quality Act. The Charter School acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any future improvement projects at the Site, if any. The Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. The Charter School shall be solely responsible for all costs associated with obtaining CEQA approval for improvement projects undertaken by the Charter School, including but not limited to all costs associated with any proposed action by the Charter School to increase enrollment or capacity at the Site. The Charter School waives any claims against the District regarding delays, modifications or abandonment of future projects due to any inability to meet CEQA requirements.

Section 20. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 21. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

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Section 22. Entire Agreement of Parties. This Agreement, together with its attachments, including the Portables Lease attached as Exhibit B, constitutes the entire agreement between the Parties with regard to the Charter School's use of the Site and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter or between this Agreement and the Memorandum of Understanding between the Parties, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties and approved by the District's Board of Trustees.

Section 23. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

Section 25. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 27. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 28. Severability. Should any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

Section 29. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 30. Authority. Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement subject to approva/ratification by the Parties respective governing boards.

Section 31. Subject to Ratification. This Agreement is subject to the approval/ratification of both the District’s Board and the Charter School Board of Directors.

Section 32. Counterparts. This Agreement may be executed in counterparts and be as valid and binding as if all Parties signed the same copy. Signature of copies of this Agreement transmitted by facsimile or electronic mail, and/or signed electronically by either/both Parties, shall have the same force and effect as signature of the original.

Section 33. Dispute Resolution. In the event of any dispute between the Charter School and the District regarding this Agreement, excluding revocation of the Charter but including alleged

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violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent and the Charter School's President of the Board of Directors. The President and the Superintendent shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. fu the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent and President within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of the District shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement as of the dates shown below.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

Dated: _____ _____

Steve Martinez, Ed.D.
Superintendent

CHARTER SCHOOL

Dated: _____ _____

Ernie Daniels
Corporate President, Board of Directors
Highlands Community Charter and Technical Schools

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EXHIBIT A

MAP DEPICTION OF SITE

Buildings marked with an "X" are not included in the Agreement.
Buildings outlined with a dashed line will be jointly used by the Parties in accordance with the terms of the Agreement.

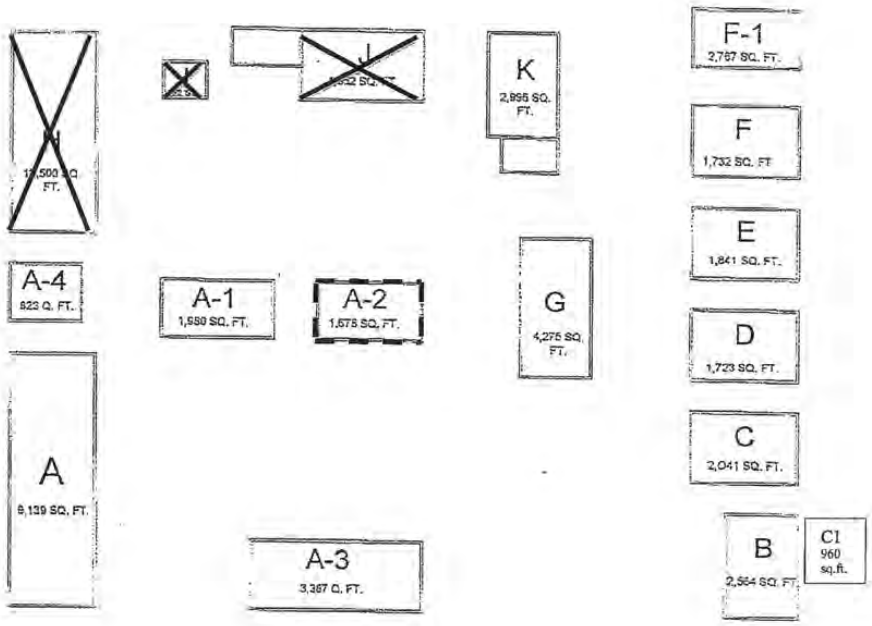

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EXHIBIT B TO FACILITIES USE AGREEMENT

PORTABLES LEASE AGREEMENT
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS LEASE AGREEMENT ("Lease") is made and entered into effective as of March 1, 2018 by and between Highlands Community Charter and Technical Schools, a California non-profit public benefit corporation ("HCCTS/Lessor") and the Twin Rivers Unified School District, a school district duly organized and existing under the laws of the State of California ("District/Lessee"). HCCTS/Lessor and District/Lessee may be referred to collectively as the "Parties" and individually as a "Party" in this Lease.

RECITALS

WHEREAS, District/Lessee is the owner of improved real property commonly known as Regency Park Elementary School, located at 5901 Bridgecross Drive, in Sacramento, California ("District Property");

WHEREAS, HCCTS/Lessor owns/leases five classroom building and one restroom building that are Department of State Architect ("DSA") approved buildings authorized for student use that are available for use by District/Lessee;

WHEREAS, District/Lessee needs additional classroom facilities, and HCCTS/Lessor is willing to lease the portables to District/Lessee;

WHEREAS, California Education Code section 17536 permits the governing board of a school district to exchange property for the property of another person or private firm;

WHEREAS, in accordance with Education Code section 17536 and the terms of the Facilities Use Agreement between the Parties, the District is providing to HCCTS use of portable buildings, and HCCTS is providing to the District use of portable buildings in accordance with the terms of this Lease and the terms of the Facilities Use Agreement;

WHEREAS, this Lease shall be attached to the Facilities Use Agreement between the Parties as Exhibit B;

NOW THEREFORE, in consideration of the terms and conditions contained in this Lease, HCCTS/Lessor and District/Lessee agree as follows:

AGREEMENT

1. Lease of Portable Classrooms and Restroom Building.

HCCTS/Lessor hereby leases its DSA approved five portable classrooms and a restroom building ("the Portables"), pursuant to the terms and conditions set forth in this Lease, to District/Lessee. The Portables will be specifically identified by Serial Numbers, set forth on

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Exhibit A, attached hereto and incorporated herewith. The Portables shall be located on the District Property.

2. Rent

District/Lessee shall pay HCCTS/Lessor one dollar ($1.00) annually for each for use of the Portables during the Term of this Lease.

3. Term and Termination

The term of this Lease shall run from the effective date referenced and shall expire on June 30, 2023 ("Term"). Either Party may terminate the Lease subject to six (6) months written notice to the other Party. Upon termination or the expiration of the Term of this Lease, all interest in the Portables shall revert back to HCCTS/Lessor.

4. Ownership of the Portables

The Parties understand and agree that ownership of the Portables is solely held by HCCTS/Lessor, Highlands Community Charter and Technical Schools and/or the party from which HCCTS is leasing the Portables, and such ownership shall not change in any way as a result of this Lease.

5. Acceptance of Premises.

HCCTS/Lessor agrees to deliver possession of the DSA-approved Portables in brand new and operational condition. HCCTS/Lessor has made and will make the Portables available for inspection by District/Lessee prior to commencement of the Lease. HCCTS/Lessor represents and warrants that it is not aware of any dangerous conditions or conditions that would render the Portables uninhabitable, unsafe, or otherwise unfit for the purposes intended.

6. Installation

District/Lessee at its sole cost and expense, shall install the Portables on the District Property.

7. Furniture and Equipment

District/Lessee shall provide, at its sole cost and expense, all furniture and equipment deemed necessary by District/Lessee to operate its program in the Portables.

8. Use

District/Lessee shall utilize the Portables during the Term of this Lease for the purpose of providing classroom space to students attending Regency Park Elementary School. District/Lessee shall conduct its use of the Portables in compliance with all applicable federal, state, and local laws, regulations, ordinances, requirements, permits and approvals, including the Americans with Disabilities Act of 1990 and associated regulations, as amended from time to time ("ADA").

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9. Utilities

District/Lessee shall be responsible for all utilities services and costs related to use of the Portables, including costs for security and alarm services, which may be furnished to the Portables during the Term of this Lease.

10. Improvements and Maintenance

District/Lessee shall make no alterations, additions or improvements to the Portables without HCCTS/Lessor's prior written consent. Throughout the Term, at District/Lessee's sole cost and expense, District/Lessee shall maintain the Portables in good condition and repair.

11. Surrender

Upon expiration or earlier termination of this Lease, District/Lessee shall promptly surrender possession of the Portables to HCCTS/Lessor in good, sanitary, and neat order, condition, and repair, excluding ordinary wear and tear, damage by earthquake, flood or by circumstances over which District/Lessee has no control. District/Lessee shall repair any damage to the Portables caused by District/Lessee's removal of any fixtures or personal property, and shall, prior to the expiration or earlier termination of this Lease, restore and return the Portables to a substantially similar condition as when first occupied by District/Lessee, except as otherwise agreed to in writing by the Parties before the termination of the Lease.

12. Safety of the Portables

District/Lessee shall be responsible for operating its programs in a safe manner at all times and for maintaining the Portables in a safe condition. District/Lessee shall be responsible for promptly informing HCCTS/Lessor of any unsafe conditions on the Portables, and in the event of an emergency District/Lessee shall take necessary action to correct the unsafe condition.

13. Damage and Destruction

District/Lessee may terminate this Lease in the event the Portables are destroyed or damaged to such an extent as to be unusable by District/Lessee and said Portables have not been repaired or replaced within one hundred and twenty (120) days of the destruction or damage, through no fault of District/Lessee. If the period to cure takes longer than one hundred and twenty (120) days, and HCCTS/Lessor commences and continues to cure the default within the one hundred and twenty (120) day notice period, then HCCTS/Lessor shall have such additional time as shall be reasonably necessary to diligently effect a complete cure.

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14. Insurance

Throughout the Term of this Lease, District/Lessee shall maintain, at District/Lessee's expense, commercial general liability insurance, on an occurrence basis, insuring District/Lessee and District/Lessee's agents, employees and independent contractors against all bodily injury, property damage, personal injury and other covered loss arising out of the use, occupancy, improvement and maintenance of the Portables. Such insurance shall be commensurate with existing District insurance policies.

15. Indemnification

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the HCCTS/Lessor, District/Lessee shall indemnify, hold harmless, and defend the HCCTS/Lessor, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the HCCTS/Lessor, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the District/Lessee's use of the Portables or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by District/Lessee in or about the Portables; District/Lessee's obligation to defend HCCTS/Lessor and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

All provisions of this Section 15 shall survive the termination or expiration of this Lease.

16. Assignment and Subletting

District/Lessee shall not, either voluntarily or by operation of law, sell, assign, hypothecate, or transfer this Lease, or sublet the Portables without the prior written consent of HCCTS/Lessor.

17. Governing Law and Venue

This Lease and the interpretation of the terms contained herein shall be construed under the laws of the State of California. Any action at law or equity brought by either Party for the purpose of enforcing a right under this Lease shall be brought in a court of competent jurisdiction in the County of Sacramento, State of California.

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18. Entire Agreement

This Lease and any applicable terms set forth in the Facilities Use Agreement between the Parties represent the entire understanding between the Parties, and merges all prior negotiations, discussions, and representations between the Parties, with respect to the Lease of the Portables. This Lease is not subject to amendment or modification except upon written agreement by the Parties.

19. Severability

If any provision of this Lease is declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law. In place of any such provision that is declared invalid or unenforceable, there shall be added an enforceable provision as similar as possible in terms to such invalid or unenforceable provision.

20. Notice

Any notice, consent, demand, bill, statement, or other communication required or permitted to be given pursuant to this Lease must be in writing and may be given by personal delivery, by facsimile transmission, or by mail, and if given by personal delivery or facsimile transmission shall be deemed given on the date of delivery or transmission, and if given by mail shall be deemed sufficiently given three (3) days after time when deposited in United States Mail if sent by registered or certified mail, addressed to District/Lessee at the Premises, or to District/Lessee or Lessor at the addresses shown in this Section. Either party may, by notice to the other given pursuant to this Paragraph, specify additional or different addresses for notice purposes.

To District/Lessee:

Deputy Superintendent, Administrative Services
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652
Facsimile: (916) 566-3517

To HCCTS/Lessor:

Executive Director
Highlands Community Charter and Technical Schools
P.O. Box 38924 (or 1333 Grand Avenue)
North Highlands, CA 95838
Facsimile: (916) 471-0552

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21. Effectiveness

This Agreement shall become effective upon approval by the District Board of Trustees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: _____ Date: 3/2/2018

Bill McGuire
Deputy Superintendent Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____ Date: 3/6/18

Murdock Smith
Executive Director

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FACILITIES USE AGREEMENT
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS AGREEMENT ("Agreement") is made this 1st day of March, 2018 (the "Effective Date"), by and between the Twin Rivers Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Highlands Community Charter and Technical Schools ("HCCTS" or "Corporation"), a California non-profit public benefit corporation, which operates the Highlands Community Charter School ("HCCS"), a California public charter school (hereinafter Corporation and HCCS shall collectively be referred to as "the Charter School"). The District and the Charter School shall collectively be referred to as "Parties" and individually as a "Party" in this Agreement.

I. RECITALS

WHEREAS, the District's Board of Trustees ("Board") granted the HCCTS a Charter to operate HCCS at a public meeting on March 4, 2014, for a term of five (5) school years commencing on July 1, 2014 and ending on June 30, 2019;

WHEREAS, the District is the owner of certain real property and facilities located at 1333 Grand Avenue, Sacramento, California 95838 (the "Site") (Map of the Site attached as Exhibit "A");

WHEREAS, the District and Charter School desire to enter into this Agreement to document the arrangement between the parties regarding the Charter School's use of the Site during the term of this Agreement consistent with the Charter and in lieu of Education Code section 47614 and its implementing regulations, pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

Section 1. Use of the Site. The District hereby grants to the Charter School, on the terms and conditions set forth herein, use of the Site for the sole purpose of operating HCCS and its related educational programs in accordance with the school's respective Charter. The Charter School's use of the Site shall comply with all District policies and regulations and/or practices applicable to District facilities. The Charter School shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. The Charter School further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site and conducting charter school activities.

A. Satisfaction of Proposition 39 Obligation and Waiver of Claims. The Charter School agrees that by accepting the Site pursuant to this Agreement, the District has fully and completely satisfied the District's obligation to provide facilities to the Charter School under Education Code section 47614 and its implementing regulations ("Proposition 39") for the term of this Agreement. The Charter School expressly and voluntarily waives any right to claim that the District has not fully and completely satisfied its obligation pursuant to Proposition 39 to provide reasonably equivalent facilities to the Charter School for the term of this Agreement. The Parties

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agree that this waiver does not extend to the respective duties and obligations of the Parties set forth in this Agreement.

B. Term. The term of this Agreement shall begin on March 1, 2018 and shall expire on June 30, 2023. This Agreement may be renewed by written agreement of the Parties.

C. Early Termination. In the event the Charter School ceases to operate for any reason during the term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall surrender possession of the Site to the District; provided however that in the event of revocation of the Charter School's charter, this Agreement will not be subject to early termination until such time as the Charter School has exhausted its statutory appeal rights or until the expiration of the term of this Agreement, whichever occurs first.

D. Reversion to District. Upon the expiration or earlier termination of this Agreement, possession of the Site and the Facilities shall automatically revert to the District. As title holder to the Site and Facilities, with the exception of those furnishings and equipment designated as the Charter School's personal property, the District reserves the right at termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to use of such Site and Facilities for District programs and services. Notwithstanding the dispute resolution procedures set forth in this Agreement, the Charter School's Charter, and the Memorandum of Understanding between the District and the Charter School, the District may file an action in superior court in the event the District is unable to remove Charter School from the Site.

E. Joint-Use. The Charter School acknowledges that its right to use the Site shall not interfere with the District's shared use of the Site, if any. The District's shared use of the Site, if any, shall not unreasonably interfere with the Charter School's use of the Site.

F. Civic Center Act. The parties agree that the Site remains subject to the Civic Center Act (Education Code Section 38131, *et seq.*), with the District allowed to provide access and use of the Site pursuant to the Act as long as such access or use does not conflict with or materially impair the Charter School's right to use of the Site under this Agreement. The Charter School agrees that all requests submitted to the Charter School for use of the Site under the Act shall be forwarded to the District for approval. Before granting access or use of the Site pursuant to the Act, the District shall advise the Charter School of the proposed user and of the planned use, and coordinate such access or use in a manner intended to minimize the potential impact on the Charter School or its operations.

G. Drill Notice. In the event that the Charter School conducts a fire, earthquake or other emergency drill, the Charter School shall provide the District with reasonable advance notice of the time and nature of the drill.

H. Furnishings and Equipment. The Charter School, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials to furnish and equip the facilities for classroom instruction and operation of a charter school. The Charter School agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the Site that are within its care, custody or control, with Charter School further agreeing to repair, maintain, or

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replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment excluding normal wear and tear.

Section 2. Supervisory and Facilities Fees.

A. Oversight and Facilities Fee. In accordance with Education Code section 47613, during each school year (July 1 through June 30) of the term of this Agreement, the Charter School shall pay an amount not to exceed a total of three percent (3%) of the total revenues of the Charter School, which includes one percent (1%) for Supervisorial oversight and two percent (2%) for use of the Site. "Revenue" for purposes of this calculation shall include the general-purpose entitlement calculated pursuant to Education Code section 47633 and the categorical block grant calculated pursuant to Education Code section 47634, and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its programs. "Revenue" for purposes of this calculation shall not include the Charter School's fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School.

B. Portables Lease. As additional compensation for the District's provision of the use of facilities to the Charter School, including the use of the District's portables that are currently attached to the Site, the Charter School agrees to provide to the District the use of five portable classroom buildings and one restroom building, in accordance with the terms of the Portables Lease Agreement, attached hereto as Exhibit B.

C. Payment Schedule. The Charter School shall pay the facilities fee (§ 2), direct costs for utilities fees, (§ 3), Security System fee (§ 8), and all other fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the Sacramento County Office of Education and/or District for the Charter School, and the District may also elect to offset and deduct any such fees or payments from in-lieu-of property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted prior to any such offset.

Section 3. Utilities. The Charter School shall be solely responsible for the costs of all utilities used or consumed by the Charter School at the Site including water, electricity, garbage, telephone, and internet connection. The Charter School agrees to pay all amounts invoiced to the Charter Schools by the District for its prorated share of utilities costs. The District will provide documentation to support its invoices upon request by the Charter School. The Charter School shall develop and implement energy saving policies to minimize utility costs, and shall provide a copy of its energy saving policies to the District.

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Section 4. Maintenance and Operations. The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of the District; however, the Charter School will provide its own custodial service and/or custodial staff at the Charter School's sole expense. Projects eligible to be included in the District's deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District, if any, in accordance with District schedules and practices shall remain the responsibility of the District. The Parties understand and agree that leased structures (including portables) are not eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582.

A. Major Maintenance and Emergency Repair. The District shall be responsible for the major maintenance of the Site and its facilities used by the Charter School; however, the Charter School shall reimburse the District for One Hundred Percent (100%) of the cost for any major facility maintenance or replacement cost requested or caused by the Charter School. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. Major Maintenance scheduling and timing is at the sole discretion of the District and the site will not be improved to a level exceeding other schools in the District. The Charter School agrees to immediately notify the District in writing of any major maintenance that it knows or reasonably should have known is required at the Site, and the Charter School agrees it shall be responsible for the proportional costs to repair subsequent damage, if any, due to its failure to timely notify the District. All other kinds of maintenance shall be considered routine maintenance and shall be the sole responsibility of the Charter School.

In the event that the Charter School requires the District to perform emergency or major maintenance and repairs, as allowed for above, the Charter School shall notify the District's Facilities Services Department via facsimile at (916) 566-3518 or call directly at (916) 566-1722. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property. The District reserves the right to implement a different process for submission of maintenance/repair requests.

Section 5. Installation of Improvements by the Charter School. The Charter School shall not construct or install any improvements on the Site or otherwise alter the Site without the District's prior written consent, and if required, the Division of the State Architect ("DSA") The District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at the District's reasonable discretion. All contractors retained by the Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. The District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do

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not unreasonably interfere with the progress of the construction or interrupt instruction to students, and District may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the Site at risk of physical danger or compromise. In the event District requires the cessation of work, District and the Charter School will immediately meet to address the District's concerns. No construction or installation will resume until the District's concerns are adequately addressed.

Section 6. Provision of Facilities. The facilities to be provided to the Charter School at the Site during the term of this Agreement shall be:

Occupancy of the following buildings at 1333 Grand Avenue, Sacramento, CA 95838:

A – Former Police Services Building – 9,139 Sq. ft.
A1 - Former Police Services Building – 1,980 Sq. ft.
A3 – High School Subjects – 3,387 Sq. ft.
A4 - Former Police Services Building – 623 Sq. ft.
B – Administration and Student Services – 2,564 Sq. ft.
C – Student Lounge, High School Subjects 2,041 Sq. ft
C1 – High School Subjects – 960 Sq. ft.
D – High School Subjects – 1,723 Sq. ft.
E – High School Subjects – 1,841 Sq. ft.
F – High School Subjects – 1,732 Sq. ft.
F1 – High School Subjects/Entrepreneurism – 2,767 Sq. ft.
G – Former Shoulder to Shoulder Building – 4,275 Sq. ft.
K – Heating, Ventilation, Air Conditioning and Refrigeration (HVAC/R) – 2,998 Sq. ft.

The Charter School shall also have access to the parking lot at 1333 Grand Avenue.

A2 – Former District Board Room - 1,678 Sq. ft. - The Charter School will periodically be granted access to building A2 for student orientation and testing as permitted by the District when not scheduled for other District uses. The District shall have priority of use of Building A2.

The sites are depicted in the Site Map attached as Exhibit A.

Section 7. Equipment and Supplies

All equipment and supplies utilized in the administration and operation of the previous Grand Avenue Center, operated by the Twin Rivers Adult School may be used by HCCTS for operation of the school for a one-time fee of $10,000.

Section 8. Security System. The Charter School shall be solely responsible for the direct costs for all monitored security systems ("Security Systems") provided at the Site. The Charter School recognizes that the Security Systems currently provided at the Site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol. The Charter School agrees to pay all amounts invoiced to the Charter School by the District for its Security Systems. The Charter School recognizes that the Security System currently located at the Site, if any, is not part of the facilities offered to the Charter School in this Agreement and

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may be discontinued by the District at any time with 30 days written notice to the Charter School. Should the Charter School desire to install its own alarm system and/or other security devices, it must follow the procedure set forth in Section 5, above.

Section 9. Condition of Property. The Charter School, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The Charter School shall not be responsible for any conditions that existed prior to the Charter School's occupancy of the Site, so long as such conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this Agreement. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, the Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. The Charter School shall comply with all licensing, payment and performance bond, and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the portions of the Site as a result of the Charter School's occupancy thereof, the Charter School, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Site, to the satisfaction of District and any governmental agencies having jurisdiction over the Site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.

Section 10. Title to Property. The Parties acknowledge and agree that title to the Site and all improvements thereon are held by the District, and shall remain held by the District at all times.

Section 11. Surrender of Premises. Upon the expiration of this Agreement, or any extension thereof, or termination of this Agreement, the Charter School shall peaceably vacate the Site and any and all improvements located thereon and deliver up to the District in substantially the same condition as existing on the date of commencement of this Agreement, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. The Charter School shall be financially responsible for any needed repairs to the Site due to the Charter School's acts or omissions, minus normal wear and tear, after vacating the Site.

Section 12. Insurance. The Charter School shall obtain insurance coverage which meets the District's minimum requirement and shall name the district as an "additionally insured." Charter School shall continue to maintain in full force and effect workers' compensation coverage that provides full statutory coverage throughout the term of this Agreement.

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Section 13. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the Charter School's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site; the Charter School's obligation to defend the District and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the Charter School, the District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the District's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the District in or about the Site; the District's obligation to defend the Charter School and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

All provisions of this Section 13 shall survive the termination or expiration of this Lease.

Section 14. Placement of Signs. The Charter School may not place, construct, or maintain any signs identifying the Site as the Charter School's, or for any other purpose, without first obtaining District approval. Any signs so placed at the Site will be at the Charter School's sole expense and must first be approved by the District Superintendent or designee, which approval shall not be unreasonably withheld. When required by the District, the Charter School must also obtain DSA approval prior to placing, constructing, or maintaining any signs on the Site. The Charter School shall not remove, block, obscure, or deface any District signs which are or may be posted on the Site. The District will in no way be financially responsible for the maintenance or upkeep of any signs placed at the Site by the Charter School.

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Section 15. Access and Inspection. The Charter School shall permit the District, its agents, representatives or employees, to enter upon the Site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the Site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting the District's oversight obligations. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

Section 16. Termination. This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By the Charter School for any reason, or for no reason, by giving six months' written notice of its intention to terminate to District.

B. By the Charter School, upon mutual agreement between the District and the Charter School, if the Site is so damaged, destroyed or otherwise impaired as to hinder the Charter School's effective use of the Site for a charter school at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the Charter School's effective use of the Site for a charter school, the District will make a good faith effort to provide other District facilities to the Charter School, if available, but shall have no obligation to provide substitute facilities to the Charter School.

C. By the District for a material failure by the Charter School to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of sixty (60) days after written notice thereof from the District to the Charter School; provided, however, that if the nature of the Charter School's default is such that more than sixty (60) days are reasonably required for its cure, then the Charter School shall not be deemed to be in default if the Charter School commences such cure within said sixty (60) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

D. By the District in the event the Charter School files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations. "Ceasing operations" shall be defined as voluntary surrender or revocation of the Charter or by the Charter School's failure to commence its educational program to serve students on or before September 30 of the Applicable Year.

Section 17. Taxes. The Charter School shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings, or fixtures of the Charter School located at the Site or used by the Charter School.

Section 18. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

To the Charter School:

Executive Director
Highlands Community Charter School
P.O. Box 38924 (or 1333 Grand Avenue)

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North Highlands, CA 95838
Facsimile: (916) 471-0552

To the District: Deputy Superintendent, Administrative Services
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652
Facsimile: (916) 566-3517

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 19. California Environmental Quality Act. The Charter School acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any future improvement projects at the Site, if any. The Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. The Charter School shall be solely responsible for all costs associated with obtaining CEQA approval for improvement projects undertaken by the Charter School, including but not limited to all costs associated with any proposed action by the Charter School to increase enrollment or capacity at the Site. The Charter School waives any claims against the District regarding delays, modifications or abandonment of future projects due to any inability to meet CEQA requirements.

Section 20. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 21. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 22. Entire Agreement of Parties. This Agreement, together with its attachments, including the Portables Lease attached as Exhibit B, constitutes the entire agreement between the Parties with regard to the Charter School's use of the Site and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter or between this Agreement and the Memorandum of Understanding between the Parties, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties and approved by the District's Board of Trustees.

Section 23. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

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Section 24. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 26. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 27. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 28. Severability. Should any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

Section 29. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 30. Board Approval. This Agreement shall become effective upon approval by the District Board of Trustees.

Section 31. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

Section 32. Dispute Resolution. In the event of any dispute between the Charter School and the District regarding this Agreement, excluding revocation of the Charter but including alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent and the Charter School's President of the Board of Directors. The President and the Superintendent shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent and President within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of the District shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

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TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: _____ Date: 3/2/2018

Bill McGuire
Deputy Superintendent Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____ Date: 3/6/18

Murdock Smith
Executive Director

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EXHIBIT A

MAP DEPICTION OF SITE

Buildings marked with an "X" are not included in the Agreement.
Buildings outlined with a dashed line will be jointly used by the Parties in accordance with the terms of the Agreement.

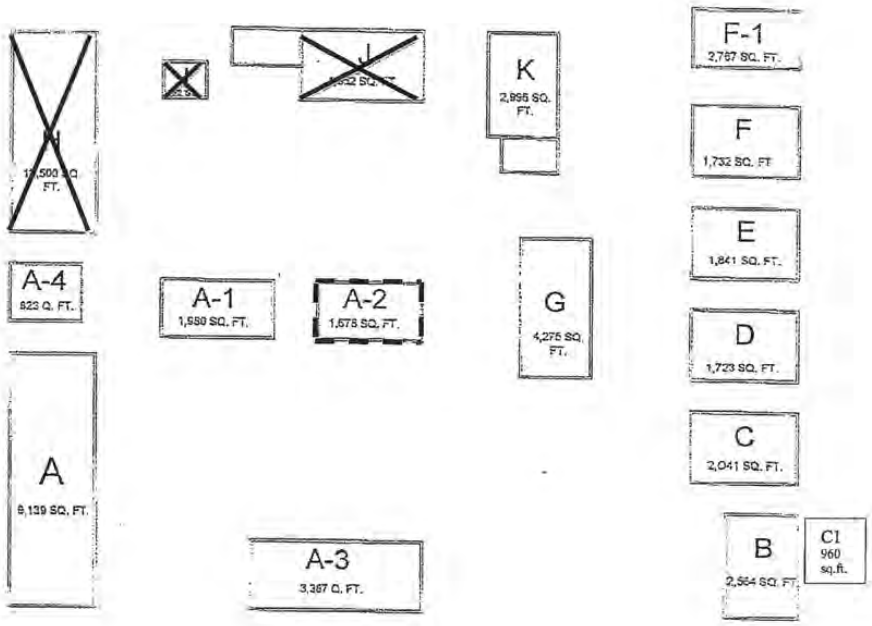

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EXHIBIT B TO FACILITIES USE AGREEMENT

**PORTABLES LEASE AGREEMENT
BETWEEN THE TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS**

THIS LEASE AGREEMENT ("Lease") is made and entered into effective as of March 1, 2018 by and between Highlands Community Charter and Technical Schools, a California non-profit public benefit corporation ("HCCTS/Lessor") and the Twin Rivers Unified School District, a school district duly organized and existing under the laws of the State of California ("District/Lessee"). HCCTS/Lessor and District/Lessee may be referred to collectively as the "Parties" and individually as a "Party" in this Lease.

RECITALS

WHEREAS, District/Lessee is the owner of improved real property commonly known as Regency Park Elementary School, located at 5901 Bridgecross Drive, in Sacramento, California ("District Property");

WHEREAS, HCCTS/Lessor owns/leases five classroom building and one restroom building that are Department of State Architect ("DSA") approved buildings authorized for student use that are available for use by District/Lessee;

WHEREAS, District/Lessee needs additional classroom facilities, and HCCTS/Lessor is willing to lease the portables to District/Lessee;

WHEREAS, California Education Code section 17536 permits the governing board of a school district to exchange property for the property of another person or private firm;

WHEREAS, in accordance with Education Code section 17536 and the terms of the Facilities Use Agreement between the Parties, the District is providing to HCCTS use of portable buildings, and HCCTS is providing to the District use of portable buildings in accordance with the terms of this Lease and the terms of the Facilities Use Agreement;

WHEREAS, this Lease shall be attached to the Facilities Use Agreement between the Parties as Exhibit B;

NOW THEREFORE, in consideration of the terms and conditions contained in this Lease, HCCTS/Lessor and District/Lessee agree as follows:

AGREEMENT

1. Lease of Portable Classrooms and Restroom Building.

HCCTS/Lessor hereby leases its DSA approved five portable classrooms and a restroom building ("the Portables"), pursuant to the terms and conditions set forth in this Lease, to District/Lessee. The Portables will be specifically identified by Serial Numbers, set forth on

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Exhibit A, attached hereto and incorporated herewith. The Portables shall be located on the District Property.

2. Rent

District/Lessee shall pay HCCTS/Lessor one dollar ($1.00) annually for each for use of the Portables during the Term of this Lease.

3. Term and Termination

The term of this Lease shall run from the effective date referenced and shall expire on June 30, 2023 ("Term"). Either Party may terminate the Lease subject to six (6) months written notice to the other Party. Upon termination or the expiration of the Term of this Lease, all interest in the Portables shall revert back to HCCTS/Lessor.

4. Ownership of the Portables

The Parties understand and agree that ownership of the Portables is solely held by HCCTS/Lessor, Highlands Community Charter and Technical Schools and/or the party from which HCCTS is leasing the Portables, and such ownership shall not change in any way as a result of this Lease.

5. Acceptance of Premises.

HCCTS/Lessor agrees to deliver possession of the DSA-approved Portables in brand new and operational condition. HCCTS/Lessor has made and will make the Portables available for inspection by District/Lessee prior to commencement of the Lease. HCCTS/Lessor represents and warrants that it is not aware of any dangerous conditions or conditions that would render the Portables uninhabitable, unsafe, or otherwise unfit for the purposes intended.

6. Installation

District/Lessee at its sole cost and expense, shall install the Portables on the District Property.

7. Furniture and Equipment

District/Lessee shall provide, at its sole cost and expense, all furniture and equipment deemed necessary by District/Lessee to operate its program in the Portables.

8. Use

District/Lessee shall utilize the Portables during the Term of this Lease for the purpose of providing classroom space to students attending Regency Park Elementary School. District/Lessee shall conduct its use of the Portables in compliance with all applicable federal, state, and local laws, regulations, ordinances, requirements, permits and approvals, including the Americans with Disabilities Act of 1990 and associated regulations, as amended from time to time ("ADA").

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9. Utilities

District/Lessee shall be responsible for all utilities services and costs related to use of the Portables, including costs for security and alarm services, which may be furnished to the Portables during the Term of this Lease.

10. Improvements and Maintenance

District/Lessee shall make no alterations, additions or improvements to the Portables without HCCTS/Lessor's prior written consent. Throughout the Term, at District/Lessee's sole cost and expense, District/Lessee shall maintain the Portables in good condition and repair.

11. Surrender

Upon expiration or earlier termination of this Lease, District/Lessee shall promptly surrender possession of the Portables to HCCTS/Lessor in good, sanitary, and neat order, condition, and repair, excluding ordinary wear and tear, damage by earthquake, flood or by circumstances over which District/Lessee has no control. District/Lessee shall repair any damage to the Portables caused by District/Lessee's removal of any fixtures or personal property, and shall, prior to the expiration or earlier termination of this Lease, restore and return the Portables to a substantially similar condition as when first occupied by District/Lessee, except as otherwise agreed to in writing by the Parties before the termination of the Lease.

12. Safety of the Portables

District/Lessee shall be responsible for operating its programs in a safe manner at all times and for maintaining the Portables in a safe condition. District/Lessee shall be responsible for promptly informing HCCTS/Lessor of any unsafe conditions on the Portables, and in the event of an emergency District/Lessee shall take necessary action to correct the unsafe condition.

13. Damage and Destruction

District/Lessee may terminate this Lease in the event the Portables are destroyed or damaged to such an extent as to be unusable by District/Lessee and said Portables have not been repaired or replaced within one hundred and twenty (120) days of the destruction or damage, through no fault of District/Lessee. If the period to cure takes longer than one hundred and twenty (120) days, and HCCTS/Lessor commences and continues to cure the default within the one hundred and twenty (120) day notice period, then HCCTS/Lessor shall have such additional time as shall be reasonably necessary to diligently effect a complete cure.

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14. Insurance

Throughout the Term of this Lease, District/Lessee shall maintain, at District/Lessee's expense, commercial general liability insurance, on an occurrence basis, insuring District/Lessee and District/Lessee's agents, employees and independent contractors against all bodily injury, property damage, personal injury and other covered loss arising out of the use, occupancy, improvement and maintenance of the Portables. Such insurance shall be commensurate with existing District insurance policies.

15. Indemnification

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the HCCTS/Lessor, District/Lessee shall indemnify, hold harmless, and defend the HCCTS/Lessor, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorneys' fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the HCCTS/Lessor, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the District/Lessee's use of the Portables or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by District/Lessee in or about the Portables; District/Lessee's obligation to defend HCCTS/Lessor and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

All provisions of this Section 15 shall survive the termination or expiration of this Lease.

16. Assignment and Subletting

District/Lessee shall not, either voluntarily or by operation of law, sell, assign, hypothecate, or transfer this Lease, or sublet the Portables without the prior written consent of HCCTS/Lessor.

17. Governing Law and Venue

This Lease and the interpretation of the terms contained herein shall be construed under the laws of the State of California. Any action at law or equity brought by either Party for the purpose of enforcing a right under this Lease shall be brought in a court of competent jurisdiction in the County of Sacramento, State of California.

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18. Entire Agreement

This Lease and any applicable terms set forth in the Facilities Use Agreement between the Parties represent the entire understanding between the Parties, and merges all prior negotiations, discussions, and representations between the Parties, with respect to the Lease of the Portables. This Lease is not subject to amendment or modification except upon written agreement by the Parties.

19. Severability

If any provision of this Lease is declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law. In place of any such provision that is declared invalid or unenforceable, there shall be added an enforceable provision as similar as possible in terms to such invalid or unenforceable provision.

20. Notice

Any notice, consent, demand, bill, statement, or other communication required or permitted to be given pursuant to this Lease must be in writing and may be given by personal delivery, by facsimile transmission, or by mail, and if given by personal delivery or facsimile transmission shall be deemed given on the date of delivery or transmission, and if given by mail shall be deemed sufficiently given three (3) days after time when deposited in United States Mail if sent by registered or certified mail, addressed to District/Lessee at the Premises, or to District/Lessee or Lessor at the addresses shown in this Section. Either party may, by notice to the other given pursuant to this Paragraph, specify additional or different addresses for notice purposes.

To District/Lessee:

Deputy Superintendent, Administrative Services
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652
Facsimile: (916) 566-3517

To HCCTS/Lessor:

Executive Director
Highlands Community Charter and Technical Schools
P.O. Box 38924 (or 1333 Grand Avenue)
North Highlands, CA 95838
Facsimile: (916) 471-0552

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21. Effectiveness

This Agreement shall become effective upon approval by the District Board of Trustees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: _____ Date: 3/2/2018

Bill McGuire
Deputy Superintendent Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: _____ Date: 3/6/18

Murdock Smith
Executive Director

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FACILITIES USE AGREEMENT
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT
AND HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

THIS AGREEMENT ("Agreement") is made this 22nd day of July, 2014 (the "Effective Date"), by and between the Twin Rivers Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Highlands Community Charter and Technical Schools ("Corporation"), a California non-profit public benefit corporation, which operates the Highlands Community Charter School ("HCCS"), a California public charter school (hereinafter Corporation and HCCS collectively referred to as "the Charter School").

I. RECITALS

WHEREAS, the District's Board of Trustees ("Board") granted the Corporation a Charter to operate HCCS at a public meeting on March 4, 2014, for a term of five (5) school years commencing on July 1, 2014 and ending on June 30, 2019;

WHEREAS, the District is the owner of certain real property and facilities located at 1333 Grand Avenue, Sacramento, California 95838 (the "Site") (Map of the Site attached as Exhibit "A");

WHEREAS, the District and Charter School desire to enter into this Agreement to document the arrangement between the parties regarding the Charter School's use of the Site during the 2014-15 school year ("Applicable Year") consistent with the Charter in lieu of Education Code section 47614 and its implementing regulations, pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

Section 1. Use of the Site. The District hereby grants to the Charter School, on the terms and conditions set forth herein, use of the Site for the sole purpose of operating HCCS and its related educational programs in accordance with the school's respective Charter. The Charter School's use of the Site shall comply with all District policies and regulations and/or practices applicable to District facilities. The Charter School shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. The Charter School further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site and conducting charter school activities.

A. Term. The Charter School's use of the Site shall be for the Applicable Year commencing on July 1, 2014 and terminating on June 30, 2015. This Agreement may be renewed by written agreement of the Parties.

B. Joint-Use. The Charter School acknowledges that its right to use the Site shall not interfere with the District's shared use of the Site, if any. The District's shared use of the Site, if any, shall not unreasonably interfere with the Charter School's use of the Site.

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C. Reversion to District. Upon the expiration of this Agreement by its terms, the right to use and to occupy the Site and its facilities, and District equipment thereon, shall revert to the District.

D. Civic Center Act. The parties agree that the Site remains subject to the Civic Center Act (Education Code Section 38131, *et seq.*), with the District allowed to provide access and use of the Site pursuant to the Act as long as such access or use does not conflict with or materially impair the Charter School's right to use of the Site under this Agreement. The Charter School acknowledges that all requests submitted to the Charter School for use of the Site under the Act shall be forwarded to the District for approval. Before granting access or use of the Site pursuant to the Act, the District shall advise the Charter School of the proposed user and of the planned use, and coordinate such access or use in a manner intended to minimize the potential impact on the Charter School or its operations.

E. Drill Notice. In the event that the Charter School conducts a fire, earthquake or other emergency drill, the Charter School shall provide the District with reasonable advance notice of the time and nature of the drill.

F. Furnishings and Equipment. The Charter School, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, the Charter School may use furnishings and equipment from the District, if available, subject to the terms and conditions set forth in a separate amendment to this Agreement. The Charter School agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the Site that are within its care, custody or control, with Charter School further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment excluding normal wear and tear.

Section 2. Supervisory and Facilities Fees.

A. Oversight and Facilities Fee. The Charter School shall pay an amount not to exceed a total of two percent (2%) of the total revenues of the Charter School for 2014-15 (one percent (1%) for Supervisorial oversight and one percent (1%) for use of the Site), exceed a total of two and one-half percent (2.5%) of the total revenues of the Charter School for 2015-16 (one percent (1%) for Supervisorial oversight and one and one-half percent (1.5%) for use of the Site) and an amount not to exceed a total of three percent (3%) of the total revenues of the Charter School for 2016-17 (one percent (1%) for Supervisorial oversight and two percent (2%) for use of the Site),and pursuant to Education Code section 47613. "Revenue" for purposes of this calculation shall include the general-purpose entitlement calculated pursuant to Education Code section 47633 and the categorical block grant calculated pursuant to Education Code section 47634, and any other funding as now computed by the local control funding formula pursuant to Education Code section 42238.02 and implemented by Education Code section 42238.03, and as received by the Charter School for its programs. "Revenue" for purposes of this calculation shall not include the Charter School's fund-raising activities, private donations, other public grants, classes not taught at 1333 Grand Avenue or any other source of income developed by the Charter School.

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B. Payment Schedule. The Charter School shall pay the facilities fee (§ 2), direct costs for utilities fees, (§ 4), Security Systems fee (§ 7), and all other fees in quarterly installments due, respectively, for each school year. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School authorizes the District to deduct any such fees or payments from future apportionments or any other monies received by the Sacramento County Office of Education and/or District for the Charter School, and the District may also elect to offset and deduct any such fees or payments from in-lieu-of property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted prior to any such offset.

Section 3. Utilities. The Charter School shall be solely responsible for the costs of all utilities used or consumed by the Charter School at the Site including water, electricity, garbage, telephone, and internet connection. The Charter School agrees to pay all amounts invoiced to the Charter Schools by the District for its prorated share of utilities costs. The District will provide documentation to support its invoices upon request by the Charter School. The Charter School shall develop and implement energy saving policies to minimize utility costs, and shall provide a copy of its energy saving policies to the District.

Section 4. Maintenance and Operations. The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of the District; however, the Charter School will provide its own custodial service and/or custodial staff at the Charter School's sole expense. Projects eligible to be included in the District's deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District, if any, in accordance with District schedules and practices shall remain the responsibility of the District. The Parties understand that leased structures (including portables) are not eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582.

A. Major Maintenance and Emergency Repair. The District shall be responsible for the major maintenance of the Site and its facilities used by the Charter School; however, the Charter School shall reimburse the District for One Hundred Percent (100%) of the cost for any or caused by the Charter School. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. Major Maintenance scheduling and timing is at the sole discretion of the District and the site will not be improved to a level exceeding other schools in the District. The Charter School agrees to immediately notify the District of any major maintenance that it knows or reasonably should have known is required at the Site, and the Charter School agrees it shall be responsible for the proportional costs to repair subsequent damage, if any, due to its failure to timely notify the District. All other kinds of maintenance shall be considered routine maintenance and shall be the sole responsibility of the Charter School.

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In the event that the Charter School requires the District to perform emergency or major maintenance and repairs, as allowed for above, the Charter School shall notify the District's Facilities Services via facsimile at (916) 286-4823 or call directly at (916) 566-1625. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property. The District reserves the right to implement a different process for submission of maintenance/repair requests.

Section 5. Installation of Improvements by the Charter School. The Charter School shall not construct or install any improvements on the Site or otherwise alter the Site without the District's prior written consent, and if required, the Division of the State Architect ("DSA.") The District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at the District's reasonable discretion. All contractors retained by the Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. The District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and District may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the Site at risk of physical danger or compromise. In the event District requires the cessation of work, District and the Charter School will immediately meet to address the District's concerns. No construction or installation will resume until the District's concerns are adequately addressed.

Section 6. Provision of Facilities. The facilities to be provided to the Charter School at the Site during the Applicable Year shall be determined by the Parties no later than July 1, 2014, which may include the following:

1333 Grand Avenue, Sacramento, CA 95838.
Occupancy includes buildings:
A3 – High School Subjects – 3.387 Sq. ft.
B – Administration and Student Services – 2,564 Sq. ft.
C – Student Lounge, High School Subjects 2,041 Sq. ft.
C1 – High School Subjects – X,XXX Sq. ft.
D – High School Subjects – 1,723 Sq. ft.
E – High School Subjects - 1,841 Sq. ft.
F – High School Subjects – 1,732 Sq. ft.
F1 – High School Subjects/Entrepreneurism – 2,767 Sq. ft.

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H – Apprenticeships – 13.500 Sq. ft.
K – Heating, Ventilation, Air Conditioning and Refrigeration (HVAC/R) – 2,998 Sq. ft.

Access to parking lot at Grand Ave.

Charter School will periodically be granted access to building A2 for student orientation and testing as permitted by the District when not scheduled for other uses of building A2.

Section 6. Equipment and Supplies

All equipment and supplies (inventoried on Exhibit B) utilized in the administration and operation of the previous Grand Avenue Center, operated by the Twin Rivers Adult School may be used by HCCS for operation of the school for an annual fee of $1,000 in 2014-15 and 2015-16. Each year thereafter a reasonable fee will be set for the use said equipment and supplies .

Section 7. Security System. The Charter School shall be solely responsible for the direct costs for all monitored security systems ("Security Systems") provided at the Site. The Charter School recognizes that the Security Systems currently provided at the Site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol. The Charter School agrees to pay all amounts invoiced to the Charter School by the District for its Security Systems. The Charter School recognizes that the Security System currently located at the Site, if any, is not part of the facilities offered to the Charter School in this Agreement and may be discontinued by the District at any time and 30 day notice. Should the Charter School desire to install its own alarm system and/or other security devices, it must follow the procedure set forth in Section 5, above.

Section 8. Condition of Property. The Charter School, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The Charter School shall not be responsible for any conditions that existed prior to the Charter School's occupancy of the Site, so long as such conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this Agreement. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, the Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. The Charter School shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the portions of the Site as a result of the Charter School's occupancy thereof, the Charter School, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Site, to the satisfaction of District and

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any governmental agencies having jurisdiction over the Site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.

Section 9. Title to Property. The Parties acknowledge that title to the Site and all improvements are held by the District, and shall remain in the District at all times.

Section 10. Surrender of Premises. Upon the expiration of this Agreement, or any extension thereof, or termination of this Agreement, the Charter School shall peaceably vacate the Site and any and all improvements located thereon and deliver up to the District in substantially the same condition as existing on the date of commencement of this Agreement, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. The Charter School shall be financially responsible for any needed repairs to the Site due to the Charter School's acts or omissions, minus normal wear and tear, after vacating the Site.

Section 11. Insurance. The Charter School shall obtain insurance coverage which meets the District's minimum requirement and shall name the district as an "additionally insured." The Charter School has sought and obtained workers' compensation coverage through CharterSAFE insurance. Charter School shall continue to maintain in full force and effect workers' compensation coverage that provides full statutory coverage throughout the term of this Agreement.

Section 12. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the Charter School's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site; the Charter School's obligation to defend the District and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the Charter School, the District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties,

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obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the District's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the District in or about the Site; the District's obligation to defend the Charter School and other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Section 13. Placement of Signs. The Charter School may not place, construct, or maintain any signs identifying the Site as the Charter School's, or for any other purpose, without first obtaining District approval. Any signs so placed at the Site will be at the Charter School's sole expense and must first be approved by the District Superintendent or designee, which approval shall not be unreasonably withheld. When required by the District, the Charter School must also obtain DSA approval prior to placing, constructing or maintaining any signs on the premises. The Charter School shall not remove, block, obscure or deface any District signs which are or may be posted on the premises. The District will in no way be financially responsible for the maintenance or upkeep of any signs placed at the Site by the Charter School.

Section 14. Access and Inspection. The Charter School shall permit the District, its agents, representatives or employees, to enter upon the Site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the Site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting the District's oversight obligations. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

Section 15. Termination. This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By the Charter School for any reason, or for no reason, by giving six months' notice of its intention to terminate to District.

B. By the Charter School, upon mutual agreement between the District and the Charter School, if the Site is so damaged, destroyed or otherwise impaired as to hinder the Charter School's effective use of the premises for a charter school at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the Charter School's effective use of the premises for a charter school, the District will make a good faith effort to provide other District facilities to the Charter School, if available, but shall have no obligation to provide substitute facilities to the Charter School.

C. By the District for a material failure by the Charter School to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of sixty (60) days after notice thereof from the District to the Charter School; provided, however, that if the

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nature of the Charter School's default is such that more than sixty (60) days are reasonably required for its cure, then the Charter School shall not be deemed to be in default if the Charter School commences such cure within said sixty (60) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

D. By the District in the event the Charter School files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations. "Ceasing operations" shall be defined as voluntary surrender or revocation of the Charter or by the Charter School's failure to commence its educational program to serve students on or before September 30 of the Applicable Year.

Section 16. Taxes. The Charter School shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of the Charter School located at the Site or used by the Charter School.

Section 17. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

To the Charter School:

Principal
Highlands Community Charter School
P.O. Box 139
North Highlands, CA 95660
Facsimile: (916) 597-2148

To the District:

Deputy Superintendent, Administrative Services
Twin Rivers Unified School District
5115 Dudley Blvd.
McClellan, California 95652
Facsimile: (916) 566-3586

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 18. California Environmental Quality Act. The Charter School acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any future improvement projects at the Site, if any. The Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. The Charter School shall be solely responsible for all costs associated with obtaining CEQA approval for improvement projects undertaken by the Charter School, including but not limited to all costs associated with any proposed action by the Charter School to increase enrollment or capacity at the Site. The Charter School waives any claims against the District regarding delays, modifications or abandonment of future projects due to any inability to meet CEQA requirements.

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Section 19. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 20. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 21. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 22. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

Section 23. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 25. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 26. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 27. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 28. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 29. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

Section 30. Dispute Resolution. In the event of any dispute between the Charter School and the District regarding this Agreement, excluding revocation of the Charter but including

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alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the District Superintendent and the Charter School's President of the Board of Directors. The President and the Superintendent shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent and President within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of the District shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

TWIN RIVERS UNIFIED SCHOOL DISTRICT

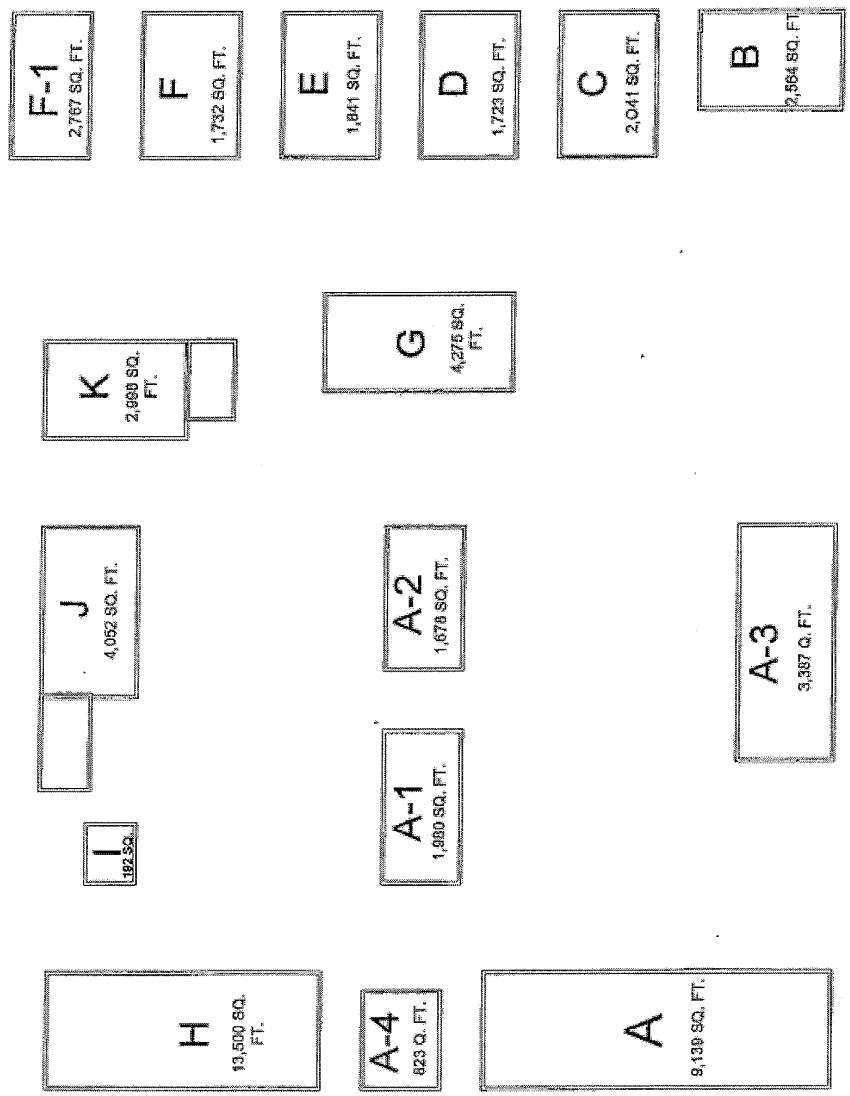
By: Bill McGuire by Barbara Date: 7/15/2014
Bill McGuire
Deputy Superintendent Administrative Services

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

By: Date: 7-15-14
Ward Allen
Charter School Representative

EXHIBIT A

MAP DEPICTION OF SITE - Final Version with C1 needed



TRUSD Proposal Update on 7-14-2014

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ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
LA FAMILIA COUNSELING CENTER, INC.
AND
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
January 1, 2023

THIS Addendum to the Memorandum of Understanding ("MOU") is made on January 1, 2023 (the "Effective Date"), by and between La Familia Counseling Center, Inc., a private non-profit community service organization; organized and existing under the laws of the State of California (hereinafter "LFCC") and Highlands Community Charter and Technical Schools, a California non-profit corporation (hereinafter "HCCTS").

WHEREAS, LFCC is the owner of certain real property and facilities located at 3301 37th Avenue, Sacramento, CA 95824 (the "Site");

WHEREAS, LFCC and the HCCTS entered into an MOU to document the arrangement between the parties regarding the HCCTS use of the Site on a month to month basis pursuant to the conditions set forth in the MOU;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree to an ADDENDUM as follows:

Financial/Recordkeeping Obligations.
HIGHLANDS will reimburse the cost of a community liaison at $5,000 a month.

LFCC shall prepare a monthly invoice itemized by the services provided. This invoice shall be paid within 30 days of receipt and approval of invoice.

All other terms and conditions of the original AGREEMENTS shall remain in full force.

Tenant:
Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838
Murdock.smith@hccts.org

Landlord:
Rachel Rios
La Familia Counseling Center, Inc.
2201 37th Ave.
Sacramento, CA 95824
rachelr@lafcc.org

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum on the Effective Date.

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By: _____ Date: 2/28/23

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools

By: _____ Date: 2/16/23

Rachel Rios, Executive Director
La Familia Counseling Center, Inc.

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Current Agreement

Training and Facilities Use Agreement
Between La Familia (LFCC) and Highlands
Community Charter and Technical Schools (HCCTS)
October 1,2016

THIS AGREEMENT ("Agreement") is made on October 1, 2016 the "Effective Date"), by and between La Familia Counseling Center, Inc. (LFCC), a private non-profit community service organization; organized and existing under the laws of the State of California (hereinafter referred to as the "LFCC"), and Highlands Community Charter and Technical Schools (HCCTS), a California non-profit public adult-serving charter school HCCTS (hereinafter referred to as the "HCCTS").

I. RECITALS

WHEREAS, LFCC holds the master license of certain real property at 3301 37th Avenue – Sacramento, CA 95824-2418.

WHEREAS, LFCC and HCCTS desire to enter into this Agreement to document the arrangement between the parties regarding the HCCTS's providing services at LFCC's leased property (3301 – 37th Avenue Sacramento, CA 95824-2418) pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

SECTION 1

A. **Use of Facilities.** LFCC hereby agrees to let HCCTS, on the terms and conditions set forth herein, use of a specified room (identified in Attachment A) at the Maple Neighborhood site for a monthly rental fee for the purpose of operating a PLAY CARE program three days a week. The HCCTS's use of the site shall comply with all LFCC policies and regulations and/or practices applicable to the LFCC facilities. The HCCTS agrees to give priority registration to the LFCC clients for all classes and training where possible. The HCCTS shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a PLAYCARE program. The HCCTS further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site (hereinafter referred to the "Site") and conducting HCCTS activities. HCCTS has viewed the proposed Site and has determined that it contains adequate facilities. Any request and approval for additional space will be reflected in an addendum to this agreement.

B. **License Fee and Deposit.** . LFCC and HCCTS, agree to the terms and conditions set forth herein, that HCCTS will have use of a specified room at the Maple Neighborhood site for a

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monthly rental fee of $1500.00, inclusive of all utilities, taxes and fees. Such fees will be due each month and paid to LFCC no later than the tenth of each month or be subject to a late payment fee of $50 for each week of delinquency plus a 5% interest charge on the principal of the fee. HCCTS agrees to pay a deposit fee in the amount of $1,000 as a security deposit to be held by LFCC until the end of the term of this agreement. The security deposit will be refundable upon HCCTS meeting all other conditions of this agreement.

C. **Term.** The HCCTS's use of the Site is on a month to month basis and shall be reviewed annually, but shall be in effect until revoked by either party pursuant to Section 12. The facilities to be provided to the HCCTS during the Applicable Year shall be accessible to the Parties no later than October 1,2016.

D. **Joint-Use.** The HCCTS acknowledges that its right to use the Site shall not interfere with LFCC's shared use of the Site, if any. LFCC's shared use of the Site, if any, shall not unreasonably interfere with the HCCTS's use of the Site. Upon the termination/expiration of this Agreement by its terms, the right to use and to occupy the Site and its facilities, and LFCC's equipment thereon, remain with LFCC.

E. **Drill Notice.** In the event that the HCCTS conducts a fire, earthquake or other emergency drill, the HCCTS shall provide LFCC with reasonable advance notice of the time and nature of the drill.

F. **Furnishings and Equipment.** The HCCTS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a HCCTS. In the alternative, the HCCTS may use LFCC furnishings and equipment that LFCC designates, if available. Upon completion of an initial inventory of equipment conducted by LFCC, the HCCTS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the Site that are within its care, custody or control, with HCCTS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

G. **Acknowledgement of Suitability, Compliance and Waiver.** By executing this Agreement, the HCCTS and LFCC agree to conduct an inspection of the Site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LFCC shall submit the appropriate work order requests to the Sacramento City Unified School District ("SCUSD") to take the necessary steps to make the space or facility safe or compliant.

SECTION 2. Maintenance and Operations.

A. **General Maintenance and Repair:** Subject to sub paragraph B, below, the ongoing operations and day to day maintenance of the Site and its facilities shall remain the responsibility of LAFCC who will provide janitorial services

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B. Major Maintenance and Emergency Repair. In the event that the HCCTS encounters emergency or major maintenance and repair situations, the HCCTS shall notify LFCC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LFCC property. LFCC reserves the right to implement a process for submission of maintenance/ repair requests.

Section 3. Provision of Facilities. The facilities to be provided to the HCCTS during the Applicable Year shall be accessible to the Parties no later than October 1,2016.

Section 4. Security System/Keys. The HCCTS shall be provided access by key or code to identified classroom space. The HCCTS recognizes that the Security Systems currently provided at the Site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol, which are currently accessed only by LFCC and the SCUSD.

Section 5. Condition of Property. The HCCTS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The HCCTS shall not be responsible for any conditions that existed prior to the HCCTS's occupancy of the Site, so long as such conditions are not exacerbated by the HCCTS's negligence or willful misconduct. LFCC provides the agreed upon space in "as is" condition. The HCCTS may inspect the building and class rooms prior to signing any agreement to use the facilities. Any modifications imposed by any governing agency, after the HCCTS has occupied the space, may only be made after LFCC's and SCUSD approval and may or may not be made by The HCCTS at their discretion, but will not be considered the responsibility of LFCC. The HCCTS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements approved by LFCC and SCUSD and made by the HCCTS. Should any approved modifications or improvements made by the HCCTS change or affect the character of any existing improvements, the HCCTS shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. The HCCTS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the portions of the Site as a result of the HCCTS's occupancy thereof, the HCCTS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Site, to the satisfaction of LFCC and any

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governmental agencies having jurisdiction over the Site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the HCCTS fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LFCC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the HCCTS.

Section 6. Title to Property. The Parties acknowledge that title to the Site and all improvements will remain with LFCC or SCUSD at all times.

Section 7. Surrender of Premises. Upon the expiration of this Agreement, or any extension thereof, or termination of this Agreement, the HCCTS shall peaceably vacate the Site and any and all improvements located thereon and deliver up to LFCC in substantially the same condition as existing on the date of commencement of this Agreement, excepting reasonable wear and tear, damage by the elements, earthquake, flood, or public calamity excepted.

Section 8. Insurance. The HCCTS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability for any events arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. The HCCTS's insurance shall be primary unless the claim, injury, or loss is caused by the active negligence or intentional act of LFCC. HCCTS shall cause LFCC to be named as an as an additional insured on the policy. HCCTS will provide a certificate of insurance showing LFCC as an additional insured prior to occupancy, and on request, a copy of the policy.

Section 9. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LFCC, the HCCTS shall indemnify, hold harmless, and defend LFCC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney 's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against LFCC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the HCCTS's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors , invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the HCCTS in or about the Site; the HCCTS's obligation to defend LFCC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

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With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the HCCTS, LFCC shall indemnify, hold harmless, and defend the HCCTS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the HCCTS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, LFCC' s use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the LFCC in or about the Site; LFCC's obligation to defend the HCCTS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Section 10. Placement of Signs. The HCCTS may not place, construct, or maintain any signs identifying the Site as the HCCTSs, or for any other purpose, without first obtaining LFCC approval. Any signs so placed at the Site will be at the HCCTS's sole expense and must first be approved by LFCC, which approval shall not be unreasonably withheld. The HCCTS shall not remove, block, obscure or deface any LFCC signs which are or may be posted on the premises. LFCC will in no way be financially responsible for the maintenance or upkeep of any signs placed at the Site by the HCCTS.

Section 11. Access and Inspection. The HCCTS shall permit LFCC, its agents, representatives or employees, to use the preschool during the hours the space is not in use by the HCCTS. Further the HCCTS shall permit LFCC to enter upon the Site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the Site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LFCC's oversight obligations. LFCC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

Section 12. Termination. This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By the HCCTS for any reason, or for no reason, by giving thirty (30) days' notice of its intention to terminate to LFCC.

B. By LFCC for any reason, or for no reason, by giving thirty (30) days' notice of its intention to terminate to HCCTS.

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C. By the HCCTS, upon mutual agreement between LFCC and the HCCTS, if the Site is so damaged, destroyed or otherwise impaired as to hinder the HCCTS's effective use of the premises for a HCCTS at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the HCCTS's effective use of the premises for a HCCTS, LFCC, will make a good faith effort to provide other LFCC facilities to HCCTS, if available, but shall have no obligation to provide substitute facilities to the HCCTS.

D. By LFCC for a material failure by the HCCTS to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of thirty (30) days after notice thereof from LFCC to the HCCTS; provided, however, that if the nature of the HCCTS's default is such that more than thirty (30) days are reasonably required for its cure, then the HCCTS shall not be deemed to be in default if the HCCTS commences such cure within said thirty (30) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

E. By LFCC in the event the HCCTS files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations.

F. By LFCC in the event either LFCC or the SCUSD terminates the Master License upon the effective date of said termination.

Section 13. Taxes. LFCC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LFCC located at the Site or used by the HCCTS.

Section 14. Surplus Collections. HCCTS agrees and understands that any fees, charges, or costs collected by HCCTS which are over and above defraying program and related development costs and are conducted at the Premises resulting in a surplus, may be subject to collection by the SCUSD. LFCC retains the right to take all reasonable measures necessary to ensure compliance with this section.

Section 15. Consent of SCUSD. SCUSD's written consent to this Agreement in accordance with the terms of Section 1.4 of the Master License is a condition subsequent to the validity of this Agreement. If LFCC has not obtained and delivered a copy of SCUSD's consent to HCCTS by the thirtieth (30th) day following the date of this Agreement, HCCTS shall thereafter have the ongoing right to terminate this Agreement. If LFCC delivers to HCCTS the consent of SCUSD before HCCTS provides written notice to LFCC that HCCTS elects to terminate this Agreement under the provisions of this Section 15, this condition subsequent shall be satisfied and this Agreement shall continue in full force and effect.

If HCCTS elects to terminate this Agreement, then the parties shall be released from any further obligations under this Agreement as of the date written notice is provided to LFCC. HCCTS shall be responsible for any prorated fees, and HCCTS shall return the Site to LFCC pursuant to the provisions of Section 7 of this Agreement.

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Section 16. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

To the HCCTS:

Murdock Smith, Gen. Mgr.
Highlands Community Charter & Technical Schools
P.O. Box 38924
Sacramento, CA
95838 Fax: (916)
304-4723

To LFCC:

Rachel Rios – Executive Director
Phyllis Rodriguez – Office
Manager
5523 34th Street
Sacramento, CA 95820-4725

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 17. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 18. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 19. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written.

Section 20. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

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Section 21. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 23. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 24. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 25. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 26. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 27. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile.

Section 28. Dispute Resolution. In the event of any dispute between the HCCTS and the LFCC regarding this Agreement, including alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LFCC Executive Director and the HCCTS's General Manager or President. The Executive Director and the General Manager or President shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Director and General Manager or President within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the state mediation service appoint a mediator. If neither party submits the matter to mediation the determination of the LFCC shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective date.

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/s/ LA FAMILIA (LFCC)

By _____ Date 10/3/16

Rachel Rios

/s/HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS (HCCTS)

By _____ Date 10/3/16

Murdock Smith, General Manager

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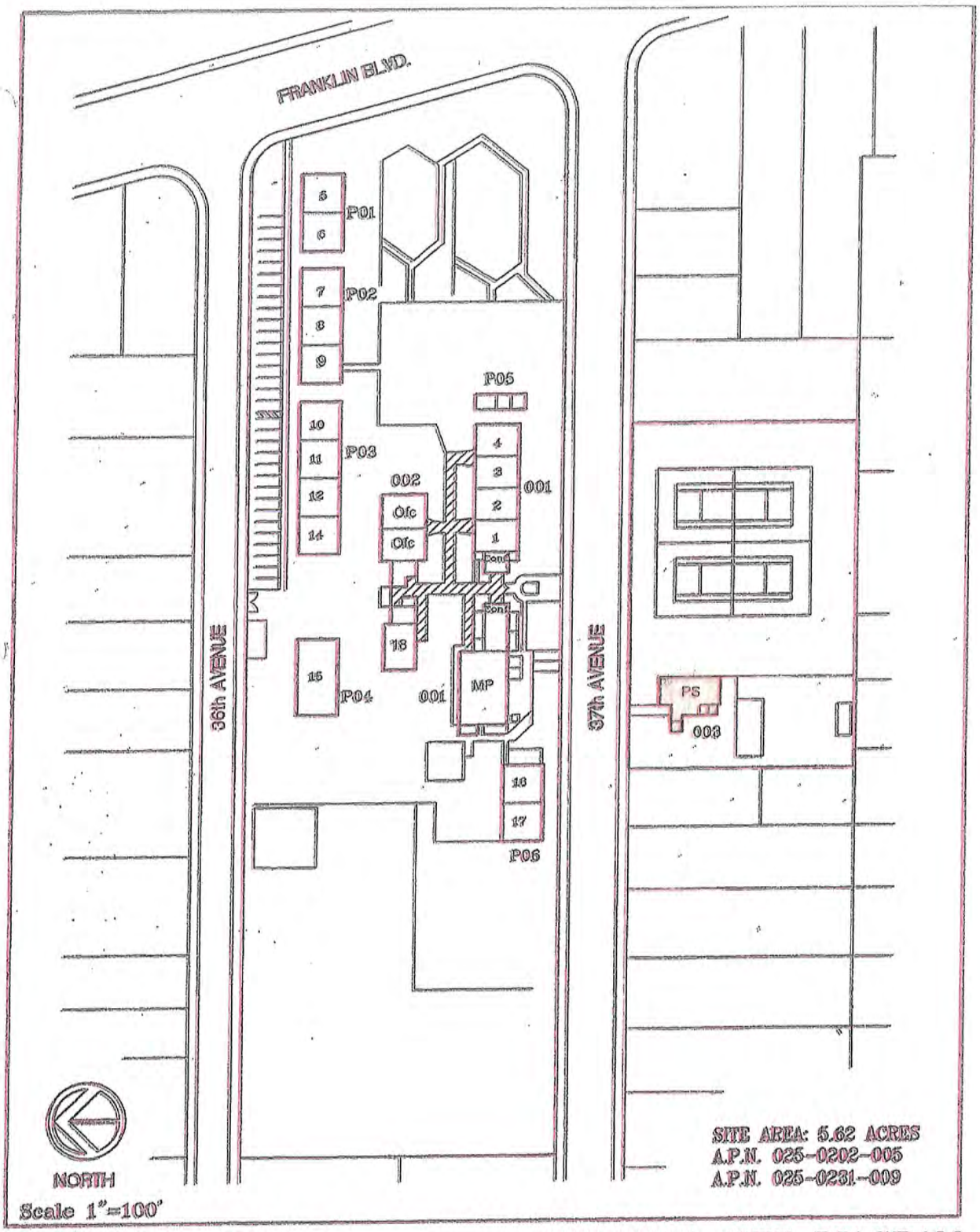

Maple Elementary School (223)
3301 - 37th Avenue

EXISTING SITE DIAGRAM

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Addendum to Expired Agreement

ADDENDUM to **Training and Facilities Use Agreement**
Between La Familia (LFCC) and Highlands
Community Charter and Technical Schools (HCCTS)
July 1, 2016

THIS Addendum to the AGREEMENT ("Agreement") is made on _____ (the "Effective Date"), by and between La Familia Counseling Center, Inc. (LFCC), a private non-profit community service organization; organized and existing under the laws of the State of California (hereinafter referred to as the "LFCC"), and Highlands Community Charter and Technical Schools (HCCTS), a California non-profit **public** adult-serving charter school HCCTS (hereinafter referred to as the "HCCTS").

WHEREAS, LFCC holds the master license of certain real property at 3301 37th Avenue – Sacramento, CA 95824-2418

WHEREAS, LFCC and HCCTS entered into an Agreement to document the arrangement between the parties regarding the HCCTS's providing services at LFCC's leased property (3301 – 37th Avenue Sacramento, CA 95824-2418) pursuant to the conditions set forth in an Memorandum of Understanding (MOU);

NOW THEREFORE, in consideration of the covenants and agreements set forth, the Parties agree to an ADDENDUM as follows:

A. Use of Facilities. LFCC hereby agrees to let HCCTS the use of two specified rooms at the Maple Neighborhood site for a monthly rental fee of $1500.00 for each room inclusive of all utilities, taxes and fees, for the purpose of operating Community Based Education (CBEd) programs which include: High School Diploma (for students over 18), English Language Development, Citizenship Preparation and Family Literacy curricula in both day and evenings. The HCCTS's use of the site shall continue to comply with all LFCC policies and regulations and/or practices applicable to the LFCC facilities. The HCCTS shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California Public Charter School. The HCCTS further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site (hereinafter referred to the "Site") and conducting HCCTS activities. The increase in monthly fee is associated with increased costs of providing security and janitorial services for both the day and evening classes.

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All other terms and conditions of the original MOU shall remain in full force.

To the HCCTS:

Murdock Smith, Gen. Mgr.
Ward Allen, Corporate President
Highlands Community Charter & Technical Schools
P.O. Box 38924
Sacramento, CA 95838
Fax: (916) 304-4723

To LFCC:

Rachel Rios – Executive Director
Phyllis Rodriguez – Office Manager
5523 34th Street
Sacramento, CA 95820-4725

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective date.

LA FAMILIA (LFCC)

By _____ **Date** 9-1-16

Rachel Rios

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS (HCCTS)

By _____ **Date** 9/1/16

Murdock Smith, General Manager

By _____ **Date** _____

Ward Allen, President

SCANNED
JAN 05 2016

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La Familia

and

Highlands Community Charter & Technical Schools

1/5/2016

Murdock Smith & Ward Allen

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Expired Agreememt

Training and Facilities Use Agreement
Between La Familia (LFCC) and Highlands
Community Charter and Technical Schools (HCCTS)
January 5, 2016

THIS AGREEMENT ("Agreement") is made on **January 5, 2016** (the "Effective Date"), by and between La Familia Counseling Center, Inc. (LFCC), a private non-profit community service organization; organized and existing under the laws of the State of California (hereinafter referred to as the "LFCC"), and Highlands Community Charter and Technical Schools (HCCTS), a California non-profit **public** adult-serving charter school HCCTS (hereinafter referred to as the "HCCTS").

I. RECITALS

WHEREAS, LFCC holds the master license of certain real property at 3301 37th Avenue – Sacramento, CA 95824-2418.

WHEREAS, LFCC and HCCTS desire to enter into this Agreement to document the arrangement between the parties regarding the HCCTS's providing services at LFCC's leased property (3301 – 37th Avenue Sacramento, CA 95824-2418) pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

SECTION 1

A. **Use of Facilities.** LFCC hereby agrees to let HCCTS, on the terms and conditions set forth herein, use of a specified room (identified in Attachment A) at the Maple Neighborhood site for a monthly rental fee for the purpose of operating Community Based Education (CBEd) programs which include: High School Diploma (for students over 18), English Language Development, Citizenship Preparation and Family Literacy curricula. (The HCCTS's use of the site shall comply with all LFCC policies and regulations and/or practices applicable to the LFCC facilities. The HCCTS agrees to give priority registration to the LFCC clients for all classes and training where possible. The HCCTS shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California Public Charter School. The HCCTS further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the Site (hereinafter referred to the "Site") and conducting HCCTS activities. HCCTS has viewed the proposed Site and has determined that it contains adequate facilities. Any request and approval for additional space will be reflected in an addendum to this agreement.

B. **License Fee and Deposit. .** LFCC and HCCTS, agree to the terms and conditions set forth herein, that HCCTS will have use of a specified room at the Maple Neighborhood site for a monthly rental fee of $750.00, inclusive of all utilities, taxes and fees. Such fees will be due

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each month and paid to LFCC no later than the tenth of each month or be subject to a late payment fee of $50 for each week of delinquency plus a 5% interest charge on the principal of the fee. HCCTS agrees to pay a deposit fee in the amount of $1,000 as a security deposit to be held by LFCC until the end of the term of this agreement. The security deposit will be refundable upon HCCTS meeting all other conditions of this agreement.

C. **Term.** The HCCTS's use of the Site is on a month to month basis and shall be reviewed annually, but shall be in effect until revoked by either party pursuant to Section 12. The facilities to be provided to the HCCTS during the Applicable Year shall be accessible to the Parties no later than January 15, 2016.

D. Joint-Use. The HCCTS acknowledges that its right to use the Site shall not interfere with LFCC's shared use of the Site, if any. LFCC's shared use of the Site, if any, shall not unreasonably interfere with the HCCTS's use of the Site. Upon the termination/expiration of this Agreement by its terms, the right to use and to occupy the Site and its facilities, and LFCC's equipment thereon, remain with LFCC.

E. Drill Notice. In the event that the HCCTS conducts a fire, earthquake or other emergency drill, the HCCTS shall provide LFCC with reasonable advance notice of the time and nature of the drill.

F. Furnishings and Equipment. The HCCTS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a HCCTS. In the alternative, the HCCTS may use LFCC furnishings and equipment that LFCC designates, if available. Upon completion of an initial inventory of equipment conducted by LFCC, the HCCTS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the Site that are within its care, custody or control, with HCCTS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

G. Acknowledgement of Suitability, Compliance and Waiver. By executing this Agreement, the HCCTS and LFCC agree to conduct an inspection of the Site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LFCC shall submit the appropriate work order requests to the Sacramento City Unified School District ("SCUSD") to take the necessary steps to make the space or facility safe or compliant.

SECTION 2. Maintenance and Operations.

A. General Maintenance and Repair: Subject to sub paragraph B, below, the ongoing operations and day to day maintenance of the Site and its facilities shall remain the responsibility of HCCTS who will provide its own janitorial service and/or janitorial staff.

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B. Major Maintenance and Emergency Repair. In the event that the HCCTS encounters emergency or major maintenance and repair situations, the HCCTS shall notify LFCC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LFCC property. LFCC reserves the right to implement a process for submission of maintenance/repair requests.

Section 3. Provision of Facilities. The facilities to be provided to the HCCTS during the Applicable Year shall be accessible to the Parties no later than January 15, 2016.

Section 4. Security System/Keys. The HCCTS shall be provided access by key or code to identified classroom space. The HCCTS recognizes that the Security Systems currently provided at the Site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol, which are currently accessed only by LFCC and the SCUSD.

Section 5. Condition of Property. The HCCTS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The HCCTS shall not be responsible for any conditions that existed prior to the HCCTS's occupancy of the Site, so long as such conditions are not exacerbated by the HCCTS's negligence or willful misconduct. LFCC provides the agreed upon space in "as is" condition. The HCCTS may inspect the building and class rooms prior to signing any agreement to use the facilities. Any modifications imposed by any governing agency, after the HCCTS has occupied the space, may only be made after LFCC's and SCUSD approval and may or may not be made by The HCCTS at their discretion, but will not be considered the responsibility of LFCC. The HCCTS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements approved by LFCC and SCUSD and made by the HCCTS. Should any approved modifications or improvements made by the HCCTS change or affect the character of any existing improvements, the HCCTS shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. The HCCTS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the portions of the Site as a result of the HCCTS's occupancy thereof, the HCCTS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Site, to the satisfaction of LFCC and any governmental agencies having jurisdiction over the Site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the HCCTS fails to take steps to clean the Site or otherwise fails to comply

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with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LFCC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the HCCTS.

Section 6. Title to Property. The Parties acknowledge that title to the Site and all improvements will remain with LFCC or SCUSD at all times.

Section 7. Surrender of Premises. Upon the expiration of this Agreement, or any extension thereof, or termination of this Agreement, the HCCTS shall peaceably vacate the Site and any and all improvements located thereon and deliver up to LFCC in substantially the same condition as existing on the date of commencement of this Agreement, excepting reasonable wear and tear, damage by the elements, earthquake, flood, or public calamity excepted.

Section 8. Insurance. The HCCTS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability for any events arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. The HCCTS's insurance shall be primary unless the claim, injury, or loss is caused by the active negligence or intentional act of LFCC. HCCTS shall cause LFCC to be named as an as an additional insured on the policy. HCCTS will provide a certificate of insurance showing LFCC as an additional insured prior to occupancy, and on request, a copy of the policy.

Section 9. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LFCC, the HCCTS shall indemnify, hold harmless, and defend LFCC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against LFCC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, the HCCTS's use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors , invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the HCCTS in or about the Site; the HCCTS's obligation to defend LFCC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the HCCTS, LFCC shall indemnify, hold harmless, and defend the HCCTS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the HCCTS, its trustees, officers, employees and agents, that

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may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Site after the Effective Date, arising from, or in connection with, LFCC' s use of the Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the LFCC in or about the Site; LFCC's obligation to defend the HCCTS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Section 10. Placement of Signs. The HCCTS may not place, construct, or maintain any signs identifying the Site as the HCCTSs, or for any other purpose, without first obtaining LFCC approval. Any signs so placed at the Site will be at the HCCTS's sole expense and must first be approved by LFCC, which approval shall not be unreasonably withheld. The HCCTS shall not remove, block, obscure or deface any LFCC signs which are or may be posted on the premises. LFCC will in no way be financially responsible for the maintenance or upkeep of any signs placed at the Site by the HCCTS.

Section 11. Access and Inspection. The HCCTS shall permit LFCC, its agents, representatives or employees, to use the classroom during the hours the space is not in use by the HCCTS. Further the HCCTS shall permit LFCC to enter upon the Site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the Site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LFCC's oversight obligations. LFCC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

Section 12. Termination. This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By the HCCTS for any reason, or for no reason, by giving thirty (30) days' notice of its intention to terminate to LFCC.

B. By LFCC for any reason, or for no reason, by giving thirty (30) days' notice of its intention to terminate to HCCTS.

C. By the HCCTS, upon mutual agreement between LFCC and the HCCTS, if the Site is so damaged, destroyed or otherwise impaired as to hinder the HCCTS's effective use of the premises for a HCCTS at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the Site is so damaged, destroyed or otherwise impaired as to hinder the HCCTS's effective use of the premises for a HCCTS, LFCC, will make a good faith effort to provide other LFCC facilities to HCCTS, if available, but shall have no obligation to provide substitute facilities to the HCCTS.

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D. By LFCC for a material failure by the HCCTS to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of thirty (30) days after notice thereof from LFCC to the HCCTS; provided, however, that if the nature of the HCCTS's default is such that more than thirty (30) days are reasonably required for its cure, then the HCCTS shall not be deemed to be in default if the HCCTS commences such cure within said thirty (30) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

E. By LFCC in the event the HCCTS files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations.

F. By LFCC in the event either LFCC or the SCUSD terminates the Master License upon the effective date of said termination.

Section 13. Taxes. LFCC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LFCC located at the Site or used by the HCCTS.

Section 14. Surplus Collections. HCCTS agrees and understands that any fees, charges, or costs collected by HCCTS which are over and above defraying program and related development costs and are conducted at the Premises resulting in a surplus, may be subject to collection by the SCUSD. LFCC retains the right to take all reasonable measures necessary to ensure compliance with this section.

Section 15. Consent of SCUSD. SCUSD's written consent to this Agreement in accordance with the terms of Section 1.4 of the Master License is a condition subsequent to the validity of this Agreement. If LFCC has not obtained and delivered a copy of SCUSD's consent to HCCTS by the thirtieth (30th) day following the date of this Agreement, HCCTS shall thereafter have the ongoing right to terminate this Agreement. If LFCC delivers to HCCTS the consent of SCUSD before HCCTS provides written notice to LFCC that HCCTS elects to terminate this Agreement under the provisions of this Section 15, this condition subsequent shall be satisfied and this Agreement shall continue in full force and effect.

If HCCTS elects to terminate this Agreement, then the parties shall be released from any further obligations under this Agreement as of the date written notice is provided to LFCC. HCCTS shall be responsible for any prorated fees, and HCCTS shall return the Site to LFCC pursuant to the provisions of Section 7 of this Agreement.

Section 16. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

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To the HCCTS:

Murdock Smith, Gen. Mgr.
Highlands Community Charter & Technical Schools
P.O. Box 38924
Sacramento, CA 95838
Fax: (916) 304-4723

To LFCC:

Rachel Rios – Executive Director
Phyllis Rodriguez – Office Manager
5523 34th Street
Sacramento, CA 95820-4725

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 17. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 18. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 19. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written.

Section 20. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

Section 21. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 23. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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Section 24. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 25. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 26. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 27. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile.

Section 28. Dispute Resolution. In the event of any dispute between the HCCTS and the LFCC regarding this Agreement, including alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LFCC Executive Director and the HCCTS's General Manager or President. The Executive Director and the General Manager or President shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Director and General Manager or President within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the state mediation service appoint a mediator. If neither party submits the matter to mediation the determination of the LFCC shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective date.

/s/ LA FAMILIA (LFCC)

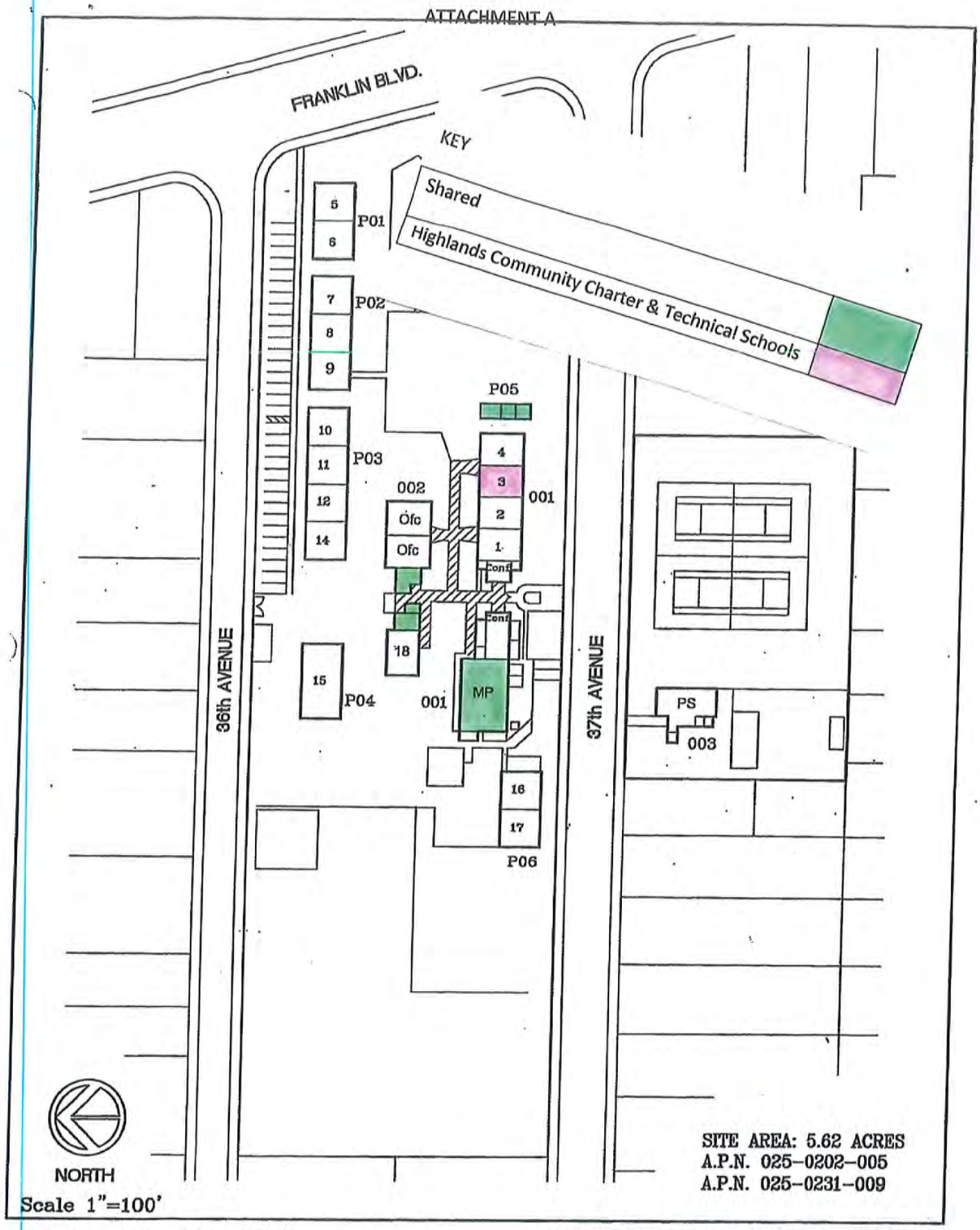
By Rachel Rios **Date** 1/22/16

Rachel Rios

/s/HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS (HCCTS)

By **Date** 1/26/16

Murdock Smith, General Manager



Maple Elementary School (223)
3301 – 37th Avenue
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

EXISTING SITE DIAGRAM

OCTOBER 2001

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Accounts Payable Accounts Payable <ap@hccts.org>

3144 Palm Street Bldg 826 - Notice of Non-Renewal-30 Day Notice

1 message

Accounts Payable Accounts Payable <ap@hccts.org> Tue, Jul 15, 2025 at 3:34 PM
To: Heather Bally <hbally@mcclellanpark.com>
Cc: HCCTS Finance Team <finance@hccts.org>

Hi,

This email is in reference to the Lease Agreement for 3144 Palm Street Bldg 826, McClellan, CA that was executed on March 20, 2024. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is August 15th, 2025.

Best regards,
Marques Reed



Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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FIFTH AMENDMENT TO
McCLELLAN PARK STANDARD FORM
MODIFIED GROSS LEASE AGREEMENT

This Fifth Amendment to McClellan Park Standard Form Modified Gross Lease Agreement ("**Fifth Amendment**"), dated for reference purposes as March 5, 2024, is entered into between **McCLELLAN REALTY, LLC**, a Delaware limited liability company ("**Landlord**"), and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school ("**Tenant**"). In the event of any inconsistencies between the terms of this Fifth Amendment and the terms of the Lease (defined below), the terms and conditions of this Fifth Amendment shall govern and control.

Recitals

A. Landlord's predecessor-in-interest and Tenant have entered into that certain McClellan Park Standard Form Modified Gross Lease Agreement, dated April 3, 2018, as amended by that First Amendment, dated September 20, 2018, as amended by that Second Amendment, dated February 26, 2019, as amended by that Third Amendment, dated March 24, 2021, as amended by that Fourth Amendment, dated October 27, 2021 (collectively, "**Lease**"), for the lease of the "**Premises**" consisting of approximately three thousand two hundred (3,200) rentable square feet of space located in Building 826, at 3144 Palm Street, McClellan, California 95652, which is more particularly described in the Lease.

B. Landlord and Tenant now desire to amend the Lease in accordance with the terms and conditions of this Fifth Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Fifth Amendment shall have the same meaning as defined in the Lease.

2. Effective Date. This Fifth Amendment shall be effective as of the date upon which the last party hereto executes this Fifth Amendment ("**Effective Date**").

3. Extended Term. The parties hereby agree that the Term is hereby extended for a period of three (3) months ("**Extended Term**"), commencing on April 1, 2024 ("**Extended Term Commencement Date**"), and expiring on June 30, 2024.

4. Base Rent for the Extended Term. As of the Extended Term Commencement Date, the parties hereby agree that Base Rent for the Extended Term shall be $3,040.00 per month.

5. Ratification. Except as modified by this Fifth Amendment, the Lease is ratified, affirmed, remains in full force and effect, and is incorporated herein by this reference.

6. Authority. The undersigned hereby represent and warrant, each to the other, that (i) they have the legal right, power and authority to enter into this Fifth Amendment on behalf of the party for whom they are a signatory, (ii) the execution, delivery and performance of this Fifth Amendment has

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been duly authorized, and (iii) no other action is requisite to the valid and binding execution, delivery and performance of the Lease as modified by this Fifth Amendment.

7. Counterparts. This Fifth Amendment may be executed in multiple counterparts, each of which counterpart shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the date set forth below.

LANDLORD:

McCLELLAN REALTY, LLC, a Delaware limited liability company

By: DocuSigned by: Frank Myers 768341B02983412...

Name: Frank Myers

Title: Chief Operating Officer

Date: 3/20/2024 | 1:43 EDT

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By:

Name: Murdock Smith

Title: Ex Dir

Date: 3/5/24

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FOURTH AMENDMENT TO
McCLELLAN PARK STANDARD FORM
MODIFIED GROSS LEASE AGREEMENT

This Fourth Amendment to McClellan Park Standard Form Modified Gross Lease Agreement ("**Fourth Amendment**"), dated for reference purposes as October 27, 2021, is entered into between **McCLELLAN REALTY, LLC**, a Delaware limited liability company ("**Landlord**"), and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school ("**Tenant**"). In the event of any inconsistencies between the terms of this Fourth Amendment and the terms of the Lease (defined below), the terms and conditions of this Fourth Amendment shall govern and control.

Recitals

A. Landlord's predecessor-in-interest and Tenant have entered into that certain McClellan Park Standard Form Modified Gross Lease Agreement, dated April 3, 2018, as amended by that First Amendment, dated September 20, 2018, as amended by that Second Amendment, dated February 26, 2019, as amended by that Third Amendment, dated March 24, 2021 (collectively, "**Lease**"), for the lease of the "**Premises**" consisting of approximately three thousand two hundred (3,200) rentable square feet of space located in Building 826, at 3144 Palm Street, McClellan, California 95652, which is more particularly described in the Lease (for the purpose of this Fourth Amendment, the Premises is also the "**Original Premises**").

B. Landlord and Tenant now desire to amend the Lease in accordance with the terms and conditions of this Fourth Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Fourth Amendment shall have the same meaning as defined in the Lease.

2. Effective Date. This Fourth Amendment shall be effective as of the date upon which the last party hereto executes this Fourth Amendment ("**Effective Date**").

3. Extended Term. The parties hereby agree that the Term is hereby extended for a period of two (2) years ("**Extended Term**"), commencing on April 1, 2022 ("**Extended Term Commencement Date**"), and expiring on March 31, 2024.

4. Base Rent for the Extended Term. As of the Extended Term Commencement Date, the parties hereby agree that Base Rent for the Extended Term, which is due and payable concurrent with and in addition to payments of Base Rent for the Original Premises, is the following:

A. $2,880.00 per month for months 1 through 12 of the Extended Term.

B. $3,040.00 per month for months 13 through 24 of the Extended Term.

5. HVAC. In accordance with Section 10 of the Lease, Landlord shall maintain, repair and keep the HVAC in the operation of the Building in a good operation condition, excepting repairs required

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due to the negligence or intentional acts of Tenant, its employees, invitees or representatives which shall be repaired by Tenant.

6. Ratification. Except as modified by this Fourth Amendment, the Lease is ratified, affirmed, remains in full force and effect, and is incorporated herein by this reference.

7. Authority. The undersigned hereby represent and warrant, each to the other, that (i) they have the legal right, power and authority to enter into this Fourth Amendment on behalf of the party for whom they are a signatory, (ii) the execution, delivery and performance of this Fourth Amendment has been duly authorized, and (iii) no other action is requisite to the valid and binding execution, delivery and performance of the Lease as modified by this Fourth Amendment.

8. Counterparts. This Fourth Amendment may be executed in multiple counterparts, each of which counterpart shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date set forth below.

LANDLORD:

McCLELLAN REALTY, LLC, a Delaware limited liability company

By: DocuSigned by: 3E385EBFE6C241B...

Name: Frank Myers

Title: Chief Operating Officer

Date: 11/9/2021 | 2:10 PST

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: DocuSigned by: Murdock Smith E65F74F20BF3462...

Name: Murdock Smith

Title: Executive director

Date: 11/4/2021 | 2:28 PDT

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THIRD AMENDMENT TO
McCLELLAN PARK STANDARD FORM
MODIFIED GROSS LEASE AGREEMENT

This Third Amendment to McClellan Park Standard Form Modified Gross Lease Agreement ("**Third Amendment**"), dated for reference purposes as March 24, 2021, is entered into between **McCLELLAN REALTY, LLC,** a Delaware limited liability company ("**Landlord**"), and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school ("**Tenant**"). In the event of any inconsistencies between the terms of this Third Amendment and the terms of the Lease (defined below), the terms and conditions of this Third Amendment shall govern and control.

Recitals

A. Landlord's predecessor-in-interest and Tenant have entered into that certain McClellan Park Standard Form Modified Gross Lease Agreement, dated April 3, 2018, as amended by that First Amendment, dated September 20, 2018, as amended by that Second Amendment, dated February 26, 2019 (collectively, "**Lease**"), for the lease of the "**Premises**" consisting of approximately 3,200 rentable square feet of space located at 3144 Palm Street, Building 826, McClellan, California 95652, which is more particularly described in the Lease.

B. Landlord and Tenant now desire to amend the Lease in accordance with the terms and conditions of this Third Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Third Amendment shall have the same meaning as defined in the Lease.

2. Effective Date. This Third Amendment shall be effective as of the date upon which the last party hereto executes this Third Amendment ("**Effective Date**").

3. Extended Term. The parties hereby agree that the Term is hereby extended for a period of one (1) year ("**Extended Term**"), commencing on April 1, 2021 ("**Extended Term Commencement Date**"), and expiring on March 31, 2022.

4. Base Rent for the Extended Term. As of the Extended Term Commencement Date, the parties hereby agree that Base Rent for the Extended Term shall be $2,720.00 per month.

5. Ratification. Except as modified by this Third Amendment, the Lease is ratified, affirmed, remains in full force and effect, and is incorporated herein by this reference.

6. Authority. The undersigned hereby represent and warrant, each to the other, that (i) they have the legal right, power and authority to enter into this Third Amendment on behalf of the party for whom they are a signatory, (ii) the execution, delivery and performance of this Third Amendment has

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been duly authorized, and (iii) no other action is requisite to the valid and binding execution, delivery and performance of the Lease as modified by this Third Amendment.

7. Counterparts. This Third Amendment may be executed in multiple counterparts, each of which counterpart shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date set forth below.

LANDLORD:

McCLELLAN REALTY, LLC, a Delaware limited liability company

By: DocuSigned by: Frank L. Myers 3E385EBFE6C241B...
Frank Myers, Chief Operating Officer

Date: 3/27/2021 | 8:24 PDT

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: DocuSigned by: Murdock Smith E65F74F20BF3462...

Name: Murdock Smith

Title: Executive director

Date: 3/27/2021 | 5:02 PDT

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SECOND AMENDMENT TO
McCLELLAN PARK STANDARD FORM
MODIFIED GROSS LEASE AGREEMENT

This Second Amendment to McClellan Park Standard Form Modified Gross Lease Agreement (**"Second Amendment"**), dated for reference purposes as February 26, 2019, is entered into between **MP HOLDINGS, LLC,** a California limited liability company (**"Landlord"**), and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school (**"Tenant"**). In the event of any inconsistencies between the terms of this Second Amendment and the terms of the Lease (defined below), the terms and conditions of this Second Amendment shall govern and control.

Recitals

A. Landlord and Tenant have entered into that certain McClellan Park Standard Form Modified Gross Lease Agreement, dated April 3, 2018, as amended by that First Amendment, dated September 20, 2018 (collectively, **"Lease"**), for the lease of the **"Premises"** located at 3144 Palm Street, Building 826, McClellan, California 95652, which is more particularly described in the Lease.

B. Landlord and Tenant now desire to amend the Lease in accordance with the terms and conditions of this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Second Amendment shall have the same meaning as defined in the Lease.

2. Effective Date. This Second Amendment shall be effective as of the date upon which the last party hereto executes this Second Amendment ("**Effective Date**").

3. Extended Term. The parties hereby agree that the Term is hereby extended for a period of two (2) years and two (2) months, commencing on February 1, 2019 ("**Extended Term Commencement Date**"), and expiring on March 31, 2021 ("**Extended Term**").

4. Base Rent for the Extended Term. As of the Extended Term Commencement Date, the parties hereby agree that Base Rent for the Extended Term is the following:

A. $2,240.00 per month for the period February 1, 2019 through March 31, 2019.

B. $2,400.00 per month for the period April 1, 2019 through March 31, 2020.

C. $2,560.00 per month for the period April 1, 2020 through March 31, 2021.

5. Ratification. Except as modified by this Second Amendment, the Lease is ratified, affirmed, remains in full force and effect, and is incorporated herein by this reference.

6. Authority. The undersigned hereby represent and warrant, each to the other, that (i) they have the legal right, power and authority to enter into this Second Amendment on behalf of the party for

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whom they are a signatory, (ii) the execution, delivery and performance of this Second Amendment has been duly authorized, and (iii) no other action is requisite to the valid and binding execution, delivery and performance of the Lease as modified by this Second Amendment.

7. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which counterpart shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date set forth below.

LANDLORD:

MP HOLDINGS, LLC, a California limited liability company

By: MP Holdings Owner, LLC, a Delaware limited liability company, sole member

By: McClellan Business Park LLC, a Delaware limited liability company, sole member

By: _____
Larry D. Kelley, President

Date: 2/28/19

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: Highlands Community Charter School, a California public charter school

Name: Murdock Smith

Title: Executive Director

By: _____
Murdock Smith

Date: 2/27/19

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McCLELLAN PARK

September 28, 2018

UNITED PARCEL SERVICE

Murdock Smith
Highlands Community Charter School
1333 Grand Avenue
Sacramento, CA 95838

Re: Modified Gross Lease Agreement, dated April 3, 2018, between MP Holdings, LLC, as "Landlord," and Highlands Community Charter School, as "Tenant;" 3144 Palm Street, Building 826, McClellan Park, McClellan, California ("Lease")

Dear Mr. Smith:

Enclosed for your records is a fully executed duplicate original of the First Amendment to the above-referenced Lease, which extends the term of your Lease to January 31, 2019.

If you should have any questions with respect to this matter, please feel free to contact me.

Sincerely,

Athena Zucco

Athena Zucco
Paralegal to Jay Heckenlively
Executive Vice President and General Counsel

/acz

Enclosures (3)
cc: Kenneth A. Giannotti (w/enclosure)
John Knauer (w/enclosure)
Wanda Thompson (w/enclosure)
Adam Schwarz (w/enclosure)

1003.956.23519

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DUPLICATE ORIGINAL

FIRST AMENDMENT TO
McCLELLAN PARK STANDARD FORM
MODIFIED GROSS LEASE AGREEMENT

This First Amendment to McClellan Park Standard Form Modified Gross Lease Agreement (**"First Amendment"**), dated for reference purposes as September 20, 2018, is entered into between **MP HOLDINGS, LLC,** a California limited liability company (**"Landlord"**), and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school (**"Tenant"**). In the event of any inconsistencies between the terms of this First Amendment and the terms of the Lease (defined below), the terms and conditions of this First Amendment shall govern and control.

Recitals

A. Landlord and Tenant have entered into that certain McClellan Park Standard Form Modified Gross Lease Agreement, dated April 3, 2018 (**"Lease"**), for the lease of the **"Premises"**, which is more particularly described in the Lease.

B. Landlord and Tenant now desire to amend the Lease in accordance with the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meaning as defined in the Lease.

2. Effective Date. This First Amendment shall be effective as of the date upon which the last party hereto executes this First Amendment ("**Effective Date**").

3. Extended Term. The parties hereby agree that the Term is hereby extended for a period of four (4) months, commencing on October 1, 2018 ("**Extended Term Commencement Date**"), and expiring on January 31, 2019 ("**Extended Term**").

4. Base Rent for the Extended Term. As of the Extended Term Commencement Date, the parties hereby agree that Base Rent for the Extended Term shall be $2,240.00 per month.

5. Ratification. Except as modified by this First Amendment, the Lease is ratified, affirmed, remains in full force and effect, and is incorporated herein by this reference.

6. Authority. The undersigned hereby represent and warrant, each to the other, that (i) they have the legal right, power and authority to enter into this First Amendment on behalf of the party for whom they are a signatory, (ii) the execution, delivery and performance of this First Amendment has been duly authorized, and (iii) no other action is requisite to the valid and binding execution, delivery and performance of the Lease as modified by this First Amendment.

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7. Counterparts. This First Amendment may be executed in multiple counterparts, each of which counterpart shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth below.

LANDLORD:

MP HOLDINGS, LLC, a California limited liability company

By: MP Holdings Owner, LLC, a Delaware limited liability company, sole member

By: McClellan Business Park LLC, a Delaware limited liability company, sole member

By: _____
Larry D. Kelley, President

Date: 9/27/18

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: _____

Name: Murdock Smith

Title: Executive Director

Date: 9/25/18

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McClellan Park
CALIFORNIA'S UNIQUE CORPORATE COMMUNITY

April 5, 2018

VIA UPS OVERNIGHT
Murdock Smith
Highlands Community Charter School
1333 Grand Avenue
Sacramento, CA 95838

Re: Modified Gross Lease Agreement dated April 3, 2018, between MP Holdings, LLC, as "Landlord" and Highlands Community Charter School, as "Tenant," 3144 Palm Street, Building 826, McClellan, CA 95652 ("Lease")

Dear Mr. Smith:

Enclosed for your records is a fully signed duplicate original of the above mentioned Lease. Also enclosed are (1) the Environmental Questionnaire (Exhibit D-2 of the Lease); (2) the Air Force Notification Request (Exhibit D-4 of the Lease; and (3) the Sewer Use Questionnaire (Exhibit D-5 of the Lease). Please complete the enclosed questionnaires and return them to my attention. If you should have any questions with respect to this matter, please feel free to contact me.

Sincerely,

Athena Zucco

Athena Zucco
Paralegal to Jay Heckenlively
Executive Vice President and General Counsel

/az
Enclosures (4)

1003.956.22965

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DUPLICATE
ORIGINAL

MODIFIED GROSS LEASE AGREEMENT

By and Between

MP HOLDINGS, LLC,

a California limited liability company

and

HIGHLANDS COMMUNITY CHARTER SCHOOL,

a California public charter school

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DUPLICATE ORIGINAL

McCLELLAN PARK
STANDARD FORM
MODIFIED GROSS LEASE AGREEMENT

THIS STANDARD FORM MODIFIED GROSS LEASE AGREEMENT (OFFICE) (**"Lease"**), dated for reference purposes only as April 3, 2018 (**"Lease Date"**), is made by and between **MP HOLDINGS, LLC**, a California limited liability company (**"Landlord"**), and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school (**"Tenant"**).

Witnesseth

1. Premises

1.1 Property. Landlord has the right to lease certain improved real property located within McClellan Park (**"McClellan"** or **"Property"**), McClellan, California (**"State"**), which is more particularly described in Exhibit A-1 attached hereto.

1.2 Premises. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations contained herein, to be paid, kept and performed by Tenant, leases and rents to Tenant, and Tenant hereby leases and takes from Landlord upon the terms and conditions contained herein, approximately three thousand two hundred (3,200) rentable square feet of space located within Building 826, 3144 Palm Street, McClellan, California 95652 (the **"Premises"**). The Premises is described in Exhibit A-2, and the building (**"Building"**) in which the Premises is located is described in Exhibit A-3 attached hereto. The measurements set forth in this Section 1.2 are binding and conclusive upon the parties.

1.3 Parking Areas. In addition to the Premises, subject to the Rules and Regulations, Tenant and Tenant's employees, agents, suppliers, customers and patrons, in common with Landlord and all other tenants of the Property/McClellan and all such other persons to whom Landlord has previously granted, or may hereinafter grant, rights of usage, shall have the non-exclusive right to use, for parking purposes, the parking area (**"Parking Area"**) identified in Exhibit A-4 attached hereto, for up to a maximum of twelve (12) parking spaces, as such may be adjusted from time to time by Landlord.

2. Term.

2.1 Term. The term of the Lease shall be for six (6) months beginning on the Commencement Date (the **"Term"**), unless extended or sooner terminated pursuant to the terms of this Lease.

2.2 Commencement Date.

A. The term **"Commencement Date"** as used herein shall mean April 1, 2018 (**"Anticipated Commencement Date"**).

B. Within thirty (30) days after the Commencement Date, Landlord and Tenant shall execute a certification (**"Declaration of Lease Commencement"**) setting forth the Commencement Date and the expiration date of the term of the Lease, which shall be in the form attached hereto as Exhibit C. For the purpose of this Lease, **"Force Majeure Event"** shall mean any delays beyond the reasonable control of Landlord, such as acts of God, fire, earthquake, acts of a public enemy, riot, insurrection, unavailability of materials, governmental restrictions on the sale of materials or supplies or on the transportation of such materials or supplies, strike directly affecting construction or transportation of materials or supplies, shortages of materials or labor resulting from government controls, weather conditions, unavailability of possession of the Premises due to governmental action or inaction, or any other cause or events beyond the reasonable control of Landlord. If Landlord is unable to deliver possession of the Premises by the Anticipated Commencement Date, plus any extension due to a Force Majeure Event(s), this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, and the expiration date of the term of this Lease shall be extended for such delay; but in such event,

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Tenant shall not be liable for any rent until the Commencement Date; provided, however if such delays were caused or attributable to the Tenant, rent shall commence as of the scheduled Commencement Date.

3. Base Rent

3.1 Base Rent. Rent shall be due and payable in lawful money of the United States in advance on the first day of each month after the Commencement Date. Rent for any period during the Term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved. Tenant shall pay the first full month's Base Rent and any other charges upon execution of this Lease. Tenant shall pay to Landlord as base rent (**"Base Rent"**) for the Premises, without notice or demand and without abatement, deduction, offset or set off, the following sums:

A. $2,240.00 per month for months 1 through 6 following the Commencement Date.

3.2 Place of Payment. All payments under this Lease to be made by Tenant to Landlord shall be made payable to, and mailed or personally delivered to Landlord at the following address or such other address(es) of which Landlord may notify Tenant from time to time: MP Holdings, LLC, Post Office Box 1419, North Highlands, California 95660-1419.

3.3 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult, if not impossible, to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after said amount is past due, then, in addition to all other remedies provided herein, Tenant shall pay to Landlord a late charge equal to the greater of (i) ten percent (10%) of such overdue amount (but in no event greater than the maximum amount permitted by Law), or (ii) a service charge equal to the sum of $50.00 plus, in either event, $10.00 per day for each day after the due date for which Tenant's failure to pay continues and all attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant, and that it does not constitute a forfeiture or penalty. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Upon the assessment of a late charge, Landlord may require that all future payments of rent be made by cashier's check. Landlord may, at its option, include all late charges accrued during any calendar year in the estimated charges to be paid by Tenant for the ensuing year, and may deduct all late charges from the Security Deposit.

4. Security Deposit. Upon execution of this Lease, Tenant shall pay to Landlord a security deposit for the faithful performance of Tenant's obligations under this Lease in the amount of two thousand two hundred forty and No/100ths Dollars ($2,240.00) (the **"Security Deposit"**). Within ten (10) days of any increase in the Base Rent hereunder, Tenant shall pay to Landlord an amount necessary to increase the Security Deposit held by Landlord to the amount of the then current monthly Base Rent. If Tenant fails to pay Rent or other charges due hereunder, or otherwise defaults under this Lease, Landlord may use, apply or retain all or a portion of the Security Deposit to compensate Landlord for the amount due by Tenant (including reasonable attorneys fees) under this Lease. If Landlord uses or otherwise applies all or any portion of the Security Deposit, Tenant shall restore such Security Deposit within ten (10) days of notice from Landlord. The Security Deposit shall be non-interest bearing and Landlord shall be entitled to retain such funds in its general accounts. The balance of the Security Deposit not applied or used by Landlord as permitted in this Paragraph shall be refunded to Tenant thirty (30) days after the later of (i) expiration or other termination of this Lease, and (ii) Tenant has vacated the Premises. Tenant hereby waives any rights or benefits that may be available to Tenant by reason of California Civil Code Section 1950.7.

5. [Intentionally Deleted]

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6. Compliance with Law. Tenant shall not do anything or suffer anything to be done in or about the Premises or the Property which will in any way conflict with any federal and state law, statute ordinance, or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (collectively, "**Laws**"). At its sole cost and expense, Tenant, at its cost, shall promptly comply with all such Laws which relate to (i) Premises and Tenant's use thereof, (ii) the Alterations or other work done by Tenant in or about the Premises, or (iii) the Premises and Building to the extent such obligations are triggered by Tenant's Alterations or other work done by Tenant in or about the Premises, or use of the Premises by Tenant. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local government body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, which is related to Tenant's use and occupancy of the Premises, Tenant shall, at its sole cost and expense, comply promptly with such standards or regulations. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant.

7. Permitted Uses / Security.

7.1 Permitted Use. Tenant shall use and occupy the Premises throughout the Term of the Lease for office and classroom space for English language development classes for students over the age of 18 [*use for school purposes subject to confirmation by County of Sacramento and DTSC*] (**"Permitted Use"**), and for no other purpose. No use shall be made or permitted to be made of the Premises, nor acts done which will increase the existing rate of insurance upon the Building, or cause a cancellation of any insurance policy covering the Building, or any part thereof, nor shall Tenant sell, or permit to be kept, used, or sold, in or about the Premises, any article which may be prohibited by insurance policies maintained by Landlord. Tenant shall also specifically not permit any objectionable odor to escape or be emitted from the Premises and shall insure sanitation and freedom from odor, smell and infestation from rodents or insects. Tenant, at its expense, shall provide (and enclose if required by codes or Landlord) a dumpster or dumpsters for Tenant's trash in a location and manner approved by Landlord, and shall cause its trash to be removed at intervals reasonably satisfactory to Landlord. In connection therewith, Tenant shall keep the dumpster(s) clean and insect, rodent and odor free.

7.2 Security. During the Term, as an amenity to the various business operations within McClellan, the master association of McClellan, as established by the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for McClellan Park, recorded in the Official Records of Sacramento County in Book 20060512, at Page 1368, on May 12, 2006, as amended ("**Master CC&Rs**"), shall maintain a security service to conduct random security services of designated areas within McClellan, which services are anticipated to include roving patrols in security cars and limited video surveillance (such systems may not apply to the Premises); provided that Tenant acknowledges and agrees that such service cannot be relied on to provide any specific security to Tenant's business operations or stored inventory at the Premises. Tenant acknowledges and agrees that it shall be solely responsible for providing adequate security for its Premises, automobiles, trucks and containers, and its use of the Premises. Any security implemented by Tenant shall not interfere with the security which may be provided under the Master CC&Rs. Landlord shall have no responsibility to prevent, and shall not be liable to Tenant, its agents, employees, contractors, visitors or invitees, for losses due to theft, burglary or other criminal activity, or for damages or injuries to persons or property resulting from Tenant's storage materials at the Premises, equipment used in connection therewith, or from persons gaining access to the Premises or any part of the Property, and Tenant hereby releases Landlord and its agents and employees from all liabilities for such losses, damages or injury, regardless of the cause thereof.

8. Environmental Compliance.

8.1 Definitions. The definition of "**Hazardous Materials**" and "**Hazardous Materials Laws**" are set forth on Exhibit D-1.

8.2 Compliance with Hazardous Materials Laws. Tenant hereby agrees that Tenant and Tenant's officers, employees, representatives, agents, contractors, subcontractors, successors, assigns, subtenants,

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concessionaires, invitees and any other occupants of the Premises (for purposes of this Section 8, referred to collectively herein as **"Tenant Representatives"**) shall (i) not cause or permit any Hazardous Materials in violation of Hazardous Materials Laws to be used on or about the Premises or Property, (ii) use only the Hazardous Materials identified in the Environmental Questionnaire, and (iii) comply with all Hazardous Materials Laws applicable to its Permitted Use. Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant's Representatives of Hazardous Materials on the Premises or the Property. Tenant is and shall be deemed to be the "operator" "in charge" of Tenant's "facility" and the "owner," as such terms are used in the Hazardous Materials Laws, of all Hazardous Materials and any wastes generated by Tenant or Tenant Representatives. Tenant shall be designated as the "generator," as such terms are used in the Hazardous Materials Laws, on all manifests relating to such Hazardous Materials or wastes generated by Tenant or Tenant Representatives.

8.3 Remediation of Tenant's Contamination. If the acts or omissions of Tenant or the Tenant's Representatives cause a release of Hazardous Materials at, on or under the Premises or areas adjacent thereto (**"Tenant's Contamination"**), then Tenant, at Tenant's sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Premises or the groundwater underlying the Premises to the extent required to comply with applicable Hazardous Materials Laws. Tenant shall not take any required remedial action in response to any Tenant's Contamination in or about the Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant's Contamination without first obtaining the prior written consent of Landlord, which may be subject to conditions imposed by Landlord as determined in Landlord's sole discretion. Tenant shall promptly deliver to Landlord, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises as part of Tenant's remediation of any Tenant's Contamination.

8.4 Notice of Hazardous Materials Matters. Each party hereto (for purposes of this Section, **"Notifying Party"**) shall immediately notify the other party (for purposes of this Section, **"Notice Recipient"**) in writing of: (i) any enforcement, clean up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Notifying Party or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters; and (iv) any spill, release, discharge or disposal of any Hazardous Materials in, on or under the Premises, the Property, or any portion thereof. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

8.5 Environmental Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord, and each of Landlord's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by (i) any Tenant's Contamination, or (ii) Tenant's failure to comply with any Hazardous Materials Laws applicable to it Permitted Use and with respect to the Premises. The provisions of this Section are separate and distinct from any other indemnification obligation under this Lease.

8.6 Environmental Indemnification by Landlord. Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant), protect, and hold Tenant, and each of Tenant's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all third party claims, actions

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(including, without limitation, remedial and enforcement actions of any kind and claims for bodily injury or property damage, administrative or judicial proceedings, and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by the presence or release of Hazardous Materials on, in or under, or emanating from the Premises caused (i) by Landlord, or (ii) by any previous tenants within the Premises that have entered into lease documentation with Landlord. The provisions of this Section are separate and distinct from any other indemnification obligation under this Lease.

8.7 Air Force Environmental Obligation. Notwithstanding any other provision of this Lease to the contrary, which includes, but is not limited to, Sections 8.5 and 8.6, the parties acknowledge and agree that nothing in this Lease is intended to diminish, alter or negate the obligations of the Air Force concerning the existence of Hazardous Materials at McClellan, which includes, but is not limited to, the FFA, the EDC Lease, and the Air Force's obligations under applicable Federal or State laws, statutes, ordinances, regulations or other legal and/or equitable obligations (collectively, "**Air Force Environmental Obligation**"), and Tenant's and Landlord's indemnification obligations set forth in Section 8.5 and 8.6 shall not apply to any occurrence or event that is subject to the Air Force Environmental Obligation. The parties agree to reasonable cooperate with each other with regard to the pursuit of any claim against the Air Force.

8.8 Environmental Questionnaire. Prior to execution of this Lease, Tenant shall complete, execute, and deliver to Landlord an Environmental Questionnaire Disclosure Statement (the **"Environmental Questionnaire"**), in a form of Exhibit D-2 attached hereto. For a period of fifteen (15) days following Landlord's receipt of the Environmental Questionnaire, Landlord shall have the right to approve or disapprove such document. Tenant acknowledges that, in conjunction with Landlord's review of the Environmental Questionnaire, Landlord may require Tenant to comply with a **"Hazardous Materials Handling Plan,"** the approval of which by Landlord and Tenant is a condition precedent to each party's obligations hereunder (Tenant shall be responsible for the preparation of the draft Hazardous Materials Handling Plan). Tenant shall confirm that the information set for on the Environmental Questionnaire is accurate (or note modifications which will be subject to Landlord's approval under this Section) on an annual basis within ten (10) business days following Landlord's request for such confirmation. If, in conjunction with Tenant's Permitted Use, Tenant must commence the utilization of previously undisclosed Hazardous Materials, prior to the usage thereof, Tenant shall notify Landlord thereof, by written summary determining the scope of such usage and updating the Hazardous Materials Handling Plan to the extent required by such additional usage which notice shall specify: [Landlord's failure to respond within fifteen (15) days following receipt of this notice shall be deemed approval of this notice]. For a period of fifteen (15) days following Landlord's receipt of such notice, Landlord shall have the right to approve or disapprove of such documents which approval shall not be unreasonably withheld (provided such usage is consistent with Hazardous Materials Laws within such time period shall be deemed Landlord's disapproval thereof.

8.9 Waiver. Tenant, for itself and Tenant Representatives, hereby waives, releases and forever discharges Landlord, its agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the Lease Date or thereafter, which Tenant has or may have in the future, arising out of or relating to (i) the information provided in the Environmental Information, (ii) the failure of the Air Force to comply with the Air Force Environmental Obligation, or (iii) excepting Landlord's obligation under Section 10 of this Lease, the physical, economic condition, suitability of the Premises and/or Property for Tenant's Permitted Use and, excepting Landlord's obligation under Section 8.6 of this Lease, the environmental condition of the Premises and/or Property. Excepting Landlord's compliance with its obligation under this Lease, concerning the forgoing matters, Tenant hereby specifically waives the provisions of Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Landlord

Tenant

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8.10 Environmental Information. Tenant acknowledges receipt of the information attached hereto as Exhibit D-3 (collectively, "**Environmental Information**"). Such disclosures are not intended to be inclusive of all Hazardous Materials which were present at McClellan and each party hereto acknowledges that additional Hazardous Materials not set forth in such exhibit may have been or remain present at McClellan; provided, however, such disclosure shall not affect, in any manner, the obligation of the Air Force under applicable Law.

8.11 Landlord Entry. Landlord shall have the right to inspect the Premises for Hazardous Materials and compliance with the provisions of this Section 8 at all reasonable times upon reasonable advance oral or written notice to Tenant (except in the event of an emergency).

8.12 Air Force Entry. Tenant acknowledges that the Secretary of the Air Force, acting on behalf of the United States of America (**"Air Force"**), its agents, employees, contractors and subcontractors, has reserved the right to ingress, egress and access to the Premises, or portion thereof, to comply with its obligations under the Federal Facilities Agreement, entered into by U.S. EPA, Region IX, the State of California, and the Air Force, effective July 1989 (**"FFA"**), the McClellan Air Force Base Installation Restoration Program or in accordance with other hazardous waste remediation activities, whether imposed by law or regulatory agencies, and to perform various tasks, repairs, maintenance and obligations required during the Term. Tenant acknowledges that some or all of these actions may interfere with Tenant's quiet use and enjoyment of the Premises, and that such entrance may disrupt, interfere, and/or adversely affect Tenant's Building operations, including the Permitted Use, for the duration of such entrance; provided that Landlord shall use its good faith efforts to schedule such entrance in the least intrusive manner possible; provided, however, Landlord has no legal right to cause the Air Force to comply. Such entrance shall not constitute an actual or construction eviction and will not cause any form of liability, offset, abatement and/or claim against Landlord and/or the Air Force. To provide prior notice to Tenant for the required entrance by the Air Force, prior to the Commencement Date, Tenant shall complete the information set forth in Exhibit D-4, which information the Air Force may rely upon in providing such notice. If such information requires revision during the Term, Tenant shall notify, in writing, Landlord in accordance with Section 27 of this Lease.

8.13 Preexisting Hazardous Materials. IN NO EVENT SHALL TENANT BE RESPONSIBLE, IN ANY MANNER, FOR THE CLEANUP OF ANY HAZARDOUS MATERIALS (I) DESCRIBED IN THE ENVIRONMENTAL INFORMATION, OR (II) PRESENT AT THE PREMISES AS OF THE COMMENCEMENT DATE, EXCEPT TO THE EXTENT TENANT HAS CAUSED A TENANT'S CONTAMINATION OR REMEDIATION IS REQUIRED DUE TO AN ALTERATION.

8.14 Sewer Use Questionnaire. On or before December 31 of each calendar year, Tenant shall deliver to Landlord an updated "**Sewer Use Questionnaire**" in the form of Exhibit D-5 attached hereto.

8.15 Asbestos Notification for Commercial Property Constructed Before 1979. Tenant acknowledges that Landlord has advised Tenant the Building, because of its age, may contain asbestos-containing materials (**"ACMs"**). If Tenant undertakes an Alteration, Tenant shall, in addition to complying with the requirements of Article 13, undertake the Alterations in a manner that avoids disturbing any ACMs present in the Building. If ACMs are likely to be disturbed in the course of such work, Tenant shall encapsulate or remove the ACMs in accordance with an approved asbestos-removal plan and otherwise in accordance with all applicable Hazardous Materials Laws, including giving all notices required by Health and Safety Code Sections 25915-25919.7, as amended.

8.16 Exclusivity. The allocations of responsibility between, obligations and liabilities undertaken by, and indemnifications given by Landlord and Tenant under this Section 8, shall be the exclusive provisions under this Lease, applicable to the subject matter treated in this Section 8, and any other conflicting or inconsistent provisions contained in this Lease shall not apply with respect to the subject matter. Tenant and Landlord have been informed that certain California judicial decisions have held that, notwithstanding the specific language of a lease, courts may impose the responsibility for complying with legal requirements and for performing improvements, maintenance and repairs on a landlord or tenant based on the court's assessment of the parties' intent in light of certain equitable factors. Tenant and Landlord have each been advised by their respective legal counsel

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about the provisions of this Lease allocating responsibility for compliance with laws and for performing improvements, maintenance and repairs between Tenant and Landlord. Tenant and Landlord expressly agree that the allocation of responsibility for compliance with laws and for performing improvements, maintenance and repairs set forth in this Lease represents Tenant's and Landlord's intent with respect to this issue.

8.17 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 8 shall survive the expiration or earlier termination of this Lease.

9. Utilities/Services. In addition to rent, Tenant shall pay all costs and charges, including all initial utility deposits and fees, for electricity, janitorial, gas, telephone, pest control, alarm service, and any other services furnished to the Premises and the improvements on the Premises during the entire Term of this Lease (**"Utilities/Services"**) (water and sewer are paid by Landlord). Except as may be provided in the Work Letter Agreement, or as otherwise determined by Landlord, Landlord shall cause the electrical service to be separately metered or billed to the Premises. If any Utilities/Services are not (i) separately metered or (ii) billed to Tenant for the Premises but rather are billed to Landlord, Tenant shall pay to Landlord its pro rata share of the cost of the Utilities/Services, as reasonably determined by Landlord, and such payment shall be due within fifteen (15) days of Tenant's receipt of invoice from Landlord. Landlord may elect to place any Utilities/Services in Tenant's name, in which case Tenant shall execute all necessary documentation to complete such transaction. Landlord shall not be liable for any reason for any loss or damage resulting from an interruption of any of the Utilities/Services. Landlord may designate the provider of Utilities/Services and in such event Tenant shall use such designated provider; provided that Tenant shall have no claim, of any type, for any failure of such provider to provide such service, and Tenant's remedy, if any, shall be limited to such provider. Tenant's payment obligation for Utilities/Services are separate and distinct from its payment obligations under Article 5 of this Lease.

10. Repairs by Landlord. Landlord shall maintain, repair and keep all exterior and demising walls, load bearing elements, foundations, roof, and common areas that form a part of the Building and Building standard mechanical, electrical, HVAC and plumbing systems, core restrooms, stairwells, mechanical and janitorial closets, and pipes and conduits that are provided by Landlord in the operation of the Building in a good operation condition, excepting repairs required due to the negligence or intentional acts of Tenant, its employees, invitees or representatives which shall be repaired by Tenant. Tenant shall promptly report in writing to Landlord any defective condition known to Tenant to be defective which Landlord is required to repair and failure to so report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions. Landlord shall be required to commence such repairs within a reasonable period of time from receipt of Tenant's notice.

11. Repairs by Tenant. Tenant accepts the Premises in its present "As-Is," "Where Is" condition (except for the Tenant Improvements which are the responsibility of Landlord, if any), and specifically acknowledges that the Premises is suited for the uses intended by Tenant. Landlord shall not be liable for any latent or patent defects in the Premises, excepting Tenant Improvements constructed by Landlord, if any, pursuant to the Work Letter Agreement. Tenant acknowledges that Landlord has made no representation or warranty concerning the condition and state of repair of the Premises to the extent not constructed by Landlord. Tenant shall at its own cost and expense keep and maintain the Premises in good order and repair, promptly making all necessary repairs and replacements, including, but not limited to, all equipment and facilities and components thereof within the Premises, fixtures, walls (interior), finish work, ceilings, floors, lighting fixtures, bulbs and ballasts, utility connections and facilities within the Premises, windows, glass, doors, and plate glass, downspouts, gutters, air conditioning and heating systems, truck doors, dock levelers, bumpers, seals and enclosures, plumbing, electrical, termite and pest extermination, and damage to common areas caused by Tenant, excluding only those repairs expressly required to be made by Landlord hereunder. Any and all construction, maintenance and/or repairs to be done by Tenant, its agents, employees, contractors and/or subcontractors pursuant to this Section which would be deemed an Alteration (as hereinafter defined), as reasonably determined by Landlord, shall comply with the requirements of Section 13 of this Lease. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination of this Lease, in as good condition and repair as when first received, normal wear and tear and fire and other casualty excepted.

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12. Ad Valorem Taxes. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property shall be assessed and taxed with the Building, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property with supporting documentation.

13. Alteration of Premises. Tenant shall not make or suffer to be made any alterations, additions, or improvements (collectively, **"Alterations"**) to or of the Premises, or any part thereof, without first obtaining the written consent of Landlord, which Landlord may withhold in its sole and absolute discretion.

14. Insurance

14.1 Landlord's Insurance. Landlord shall maintain in full force and effect throughout the Term of this Lease general comprehensive liability insurance for the Building and general fire and extended coverage insurance on special form or such other broader coverage as may from time to time be customary on the Building in such amounts determined by Landlord.

14.2 Tenant's Insurance. Tenant agrees to take out and keep in force during the Term, without expense to Landlord, the policies of insurance as set forth below.

(A) Commercial general liability insurance, in the name of Tenant, insuring against any liability for injury to or death of persons resulting from any occurrence in or about the Buildings and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than $3,000,000.00 aggregate, $1,000,000.00 per occurrence. The amounts of such insurance required hereunder shall be adjusted from time to time as requested by Landlord based upon Landlord's determination as to the amounts of such insurance generally required at such time for comparable premises and buildings in the general geographical area of the Premises. In addition, such policy of insurance shall include the ordinary and usual coverage for any additional liability as coverage for any potential liability arising out of or because of any construction, work of repair or alterations done on or about the Premises by or under the control or direction of Tenant;

(B) Causes of Loss – Special Form property insurance, in an amount not less than one hundred percent (100%) of replacement cost covering all tenant improvements and alterations permitted under this Lease, floor and wall coverings, and Tenant's office furniture, business and personal trade fixtures, equipment, furniture system and other personal property from time to time situated in the Premises. Such property insurance shall include a replacement cost endorsement, providing protection against any peril included within the classification fire and extended coverage, sprinkler damage, vandalism, malicious mischief, and such other additional perils as covered in a "cause of loss-special form" standard insurance policy. The proceeds of such insurance shall be used for the repair and replacement of the property so insured, except that if not so applied or if this Lease is terminated following a casualty, the proceeds applicable to the leasehold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant;

(C) Workers compensation insurance as required by law and employer liability insurance with limits of not less than $1,000,000.00;

(D) Comprehensive automobile liability insurance with limits of not less than $1,000,000.00 combined bodily injury and property damage per occurrence; and

(E) Environmental Impairment Liability insurance with limits of not less than $1,000,000.00 or such other larger limits as may be reasonably required by Landlord, taking into consideration the extent and nature of Tenant's activities.

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14.3 Certificates of Insurance. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies which are rated by Best Insurance Reports as A:XV or better and licensed or authorized to do business in the State of California. Each policy shall name (1) McClellan Business Park, LLC; (2) MP Holdings, LLC; (3) the County of Sacramento; and (4) the United States Air Force, and any other party designated by Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a separation of insureds condition, and (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance for Landlord's interest only. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is given possession of the Premises, and thereafter, within thirty (30) days after any demand by Landlord therefor. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable, materially changed or reduced in coverage except after thirty (30) days' written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums and a twenty-five (25%) percent administrative charge, which shall be payable upon demand.

14.4 Waiver of Subrogation. To the extent of any and all insurance maintained, or required to be maintained, by either Landlord or Tenant in any way connected with the Premises, Landlord and Tenant hereby waive on behalf of their respective insurance carriers any right of subrogation that may exist or arise as against the other party to this Lease. Landlord and Tenant shall cause the insurance companies issuing their insurance policies with respect to the Premises to waive any subrogation rights that the companies may have against Tenant and Landlord, respectively.

15. Indemnity.

15.1 Definitions. **"Tenant Parties"** shall mean, singularly and collectively, Tenant and Tenant's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as all persons and entities claiming through any of the foregoing persons or entities, and (ii) **"Landlord Parties"** shall mean singularly and collectively, Landlord and Landlord's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as to all persons and entities claiming through any of the foregoing persons or entities.

15.2 Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord and Landlord Parties, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by (a) the negligent acts or omissions of Tenant or Tenant Parties, (b) Tenant's breach of its obligations under this Lease; (c) Tenant's or any Tenant Party's use, possession, or occupancy of the Premises during the Term; (d) any work done, permitted or contracted for by Tenant or any Tenant Party on or about the Premises during the Term, or (e) the death or injury of any person during the Term, including Tenant or any person who is an employee or agent of Tenant, or damage to or destruction of any property during the Term, including property owned by Tenant or by any person who is an employee or agent of Tenant, from any cause whatever while such person or property is in or on the Premises. If any action or proceeding is brought against the Landlord by reason of the matters stated in this Section, Tenant, upon written notice from Landlord, shall, at Tenant's expense, defend such action or proceeding by counsel approved in writing by Landlord, such approval not to be withheld unreasonably. Notwithstanding anything to the contrary in this Lease, the obligations of Tenant hereunder shall not apply to claims, liability and/or damages to the extent arising from or related to Landlord's or Landlord's Parties negligence, willful acts or Landlord's breach of its obligations under this Lease. The provisions of this Section shall not apply to any of the provisions of Section 8 of the Lease.

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15.3 Exculpation. Tenant, on behalf of itself and of all Tenant Parties, hereby waives, to the fullest extent permitted by Law, all claims against Landlord and the Landlord Parties for loss, theft or damages to goods, wares, merchandise or other property (whether tangible or intangible) in and about the Premises occurring during the Term, and for the injury or death to any persons in, on or about the Premises occurring during the Term. Under no circumstances shall Landlord be liable for special damages, indirect damages or other consequential damages, including without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

15.4 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 15 shall survive the expiration or earlier termination of this Lease.

16. Construction Liens. Tenant shall not suffer or permit any construction liens, mechanic's liens or materialman's liens to be filed against Landlord's interest in the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises. Landlord shall have the right at all reasonable times to post and keep posted on the Premises, any notices which it deems necessary for protection from such liens. Tenant shall have the right to contest by proper proceedings any such construction liens, mechanic's liens or material man's liens, provided that Tenant shall prosecute such contest diligently and in good faith and such contest shall not expose Landlord to any civil or criminal penalty or liability. Upon Landlord's demand, Tenant shall furnish Landlord a surety bond or other adequate security satisfactory to Landlord sufficient both to indemnify Landlord against liability and hold the Property free from adverse effect in the event the contest is not successful. If such liens are so filed and Tenant does not properly contest such liens, Landlord, at its election, and upon not less than ten (10) days prior written notice to Tenant, may pay and satisfy same and, in such event the sums so paid by Landlord, with interest thereon at the rate of eighteen percent (18.00%) per annum from the date of payment, and all actual and other expenses, including reasonable attorney's fees, so paid by Landlord, shall be deemed to be Rent due and payable by the Tenant at once without notice or demand.

17. Quiet Enjoyment. So long as an Event of Default does not exist, Tenant shall be entitled to quietly have, hold, and enjoy the Premises during the Term, subject to Landlord's rights under this Lease.

18. Landlord's Right of Entry. Landlord or its agents shall have the right to enter the Premises at reasonable times upon reasonable notice. Upon receipt of reasonable advance notice from Landlord, Tenant may arrange to have a designated representative accompany Landlord in entering the Premises. Landlord's right of reentry shall not be deemed to impose upon Landlord any obligation, responsibility, or liability for the care, supervision or repair of the Premises except that Landlord shall use reasonable care to prevent loss or damage to Tenant's property resulting from Landlord's entry. Landlord shall have the right at any time, without effecting an actual or constructive eviction and without incurring any liability to the Tenant therefor, to change the arrangement or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets or other public parts of the Building and to change the name, number or designation by which the Building are commonly known, provided that such action does not result in any unreasonable interference with Tenant's access to or use of the Premises. Notwithstanding the foregoing, Landlord shall have the right to enter the Premises without first giving notice to the Tenant in the event of an emergency where the nature of the emergency will not reasonably permit the giving of notice.

19. Destruction of Building

19.1 Loss Covered by Insurance. If, at any time prior to the expiration or termination of this Lease, the Premises or the Building is wholly or partially damaged or destroyed by a casualty, the loss to Landlord from which is (except for any applicable deductible) fully covered by insurance maintained by Landlord or for Landlord's benefit, which casualty renders the Premises totally or partially inaccessible or unusable by Tenant in the ordinary conduct of Tenant's business, then:

(A) Repairs Which Can be Completed Within One Year. Within sixty (60) days of notice to Landlord of such damage or destruction, Landlord shall provide Tenant with notice of its determination of whether the damage or destruction can be repaired within one (1) year of such damage or destruction without the payment of overtime or other premiums. If all repairs to such Premises or Building can, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction without the

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payment of overtime or other premiums, Landlord shall, at Landlord's expense, repair the same and this Lease shall remain in full force and effect and a proportionate reduction of the Rent shall be allowed Tenant for such portion of the Premises as shall be rendered inaccessible or unusable to Tenant, and which is not used by Tenant, during the period of time that such portion is unusable or inaccessible and not used by Tenant.

(B) Repairs Which Cannot Be Completed Within One Year. If all such repairs to the Building and Premises cannot, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction without the payment of overtime or other premiums, Landlord shall notify Tenant of such determination and Landlord may, at Landlord's sole and absolute option, upon written notice to Tenant given within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, elect to repair such damage or destruction at Landlord's expense, and in such event, this Lease shall continue in full force and effect but the Rent shall be proportionately reduced as hereinabove provided in Section 19.1(a). If Landlord does not elect to make such repairs, then either Landlord or Tenant may, by written notice to the other no later than ninety (90) days after the occurrence of such damage or destruction elect to terminate this Lease as of the date of the occurrence of such damage or destruction.

19.2 Loss Not Covered By Insurance. If, at any time prior to the expiration or termination of this Lease, the Premises or the Building is totally or partially damaged or destroyed from a casualty, the loss to Landlord from which is not fully covered by insurance maintained by Landlord or for Landlord's benefit, which damage renders the Premises inaccessible or unusable to Tenant in the ordinary course of its business, Landlord, at its option, upon written notice to Tenant within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, may elect to repair or restore such damage or destruction, or Landlord may elect to terminate this Lease. If Landlord elects to repair or restore such damage or destruction, this Lease shall continue in full force and effect but the Rent shall be proportionately reduced as provided in Section 19.1(a). If Landlord does not elect by notice to Tenant to repair such damage, or if the damage cannot, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction, the Lease shall terminate.

19.3 Destruction During Final Year. Notwithstanding anything to the contrary contained in Sections 19.1 and 19.2, if the Premises or the Building is wholly or partially damaged or destroyed within the final twelve (12) months of the Term of this Lease, Landlord may, at its option, by giving Tenant notice within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, elect to terminate the Lease.

19.4 Destruction of Tenant's Personal Property, Tenant Improvements or Property of Tenant's Employees. In the event of any damage to or destruction of the Premises or the Building, under no circumstances shall Landlord be required to repair any injury, or damage to, or make any repairs to or replacements of, Tenant's Personal Property. Landlord shall have no responsibility for any contents placed or kept in or on the Premises by Tenant.

19.5 Exclusive Remedy. This Section 19 shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building, and Tenant, as a material inducement to Landlord entering into this Lease, irrevocably waives and releases Tenant's rights under California Civil Code Sections 1932(2) And 1933(4), and any successor statues. No damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage to or destruction of all or any portion of the Premises or the Building.

20. Eminent Domain

20.1 Definitions. For purposes of this Lease, the word "condemned" is co-extensive with the phrase "right of eminent domain", that is, the right of the government to take property for public use, and shall include the intention to condemn expressed in writing as well as the filing of any action or proceeding for condemnation.

20.2 Exercise of Condemnation. If any action or proceeding is commenced for the condemnation of the Premises or any portion thereof, or if Landlord is advised in writing by any government (federal, state or local) agency or department or bureau thereof, or any entity or body having the right or power of condemnation, of its intention to condemn all or any portion of the Premises at the time thereof, or if the Premises or

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any part or portion thereof be condemned through such action, then and in any of such events Landlord may, without any obligation or liability to Tenant, and without affecting the validity and existence of this Lease other than as hereafter expressly provided, agree to sell and/or convey to the condemnor, without first requiring that any action or proceeding be instituted, or if such action or proceeding shall have been instituted, without requiring any trial or hearing thereof, and Landlord is expressly empowered to stipulate to judgment therein, the part and portion of the Premises sought by the condemnor, free from this Lease and the rights of Tenant hereunder. Tenant shall have no claim against Landlord nor be entitled to any part or portion of the amount that may be paid or awarded as a result of the sale, for the reasons as aforesaid, or condemnation of the Premises or any part or portion thereof, except that Tenant shall be entitled to recover from the condemnor and Landlord shall have no claim therefor or thereto for Tenant's relocation costs, loss of goodwill, for Tenant's trade fixtures, any removable structures and improvements erected and made by Tenant to or upon the Premises which Tenant is or may be entitled to remove at the expiration of this Lease and Tenant's leasehold estate hereunder.

20.3 Effect on Lease. If the entire Premises is condemned, this Lease shall terminate as of the earlier of such taking or loss of possession. If only a part of the Premises is condemned and taken and the remaining portion thereof is in Tenant's reasonable discretion not suitable for purposes for which Tenant has leased the Premises, either Landlord or Tenant shall have the option to terminate this Lease effective as of the earlier of such taking or loss of possession. If by such condemnation and taking only a part of the Premises is taken, and the remaining part thereof is in Tenant's reasonable discretion suitable for the purposes for which Tenant has leased the Premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the percentage that the floor area of that portion of the Premises physically taken by eminent domain bears to the floor area of the entire Premises.

21. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant ("**Default**"):

(a) The abandonment or vacation of the Premises by Tenant (failure to occupy and operate the Premises for thirty (30) consecutive days shall be deemed an abandonment).

(b) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of five (5) days after the due date.

(c) Tenant's failure to perform any other obligation under this Lease (including the Rules and Regulations) for ten (10) days after written notice from Landlord; however, if more than ten (10) days are reasonably required for cure, Tenant shall not be in default hereunder if Tenant shall promptly (and in any event within five (5) days after receipt of Landlord's notice) commence the cure of the default and diligently prosecute the same to completion, so long as cure is completed within thirty (30) days after receipt of Landlord's notice.

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors.

(e) The employment of a receiver to take possession of substantially all of the assets and business of Tenant or the Premises, if such receivership remains undissolved for a period of thirty (30) days after creation thereof.

(f) The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease, and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligation under this Lease.

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Any notice given pursuant to this Section is in lieu of any written notice required by Law, including any notice required under Sections 1161 and 1161.1 of the California Code of Civil Procedure (or any similar or successor law), and Tenant waives (to the fullest extent permitted by law) the giving of any notice other than that provided for in this Section. To the extent the foregoing is not permitted by Law, any notice under this Section shall run concurrently with, and not in addition to, any similar time periods prescribed by applicable Law.

22. Remedies in Event of Default by Tenant.

22.1 Termination. In the event of a Default, Landlord shall have the right to terminate this Lease. The election to terminate may be stated in any notice served upon Tenant with respect to the Default. After the termination, Landlord may, pursuant to applicable Law, enter the Premises and remove Tenant, any other person occupying the same, and any or all trade fixtures, furnishings or equipment, and all other personal property contained in the Premises from time to time ("Personal Property"). Any such repossession shall be without prejudice to any of the remedies that Landlord may have under this Lease, or at law or in equity, by reason of the Default or the termination.

22.2 Continuation after Default. In the event of the occurrence of a Default, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under Section 22.1, and Landlord may enforce all its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in California Civil Code Section 1951.4 (lessor may continue to lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). Landlord shall further have all remedies under any other applicable code section. Acts of maintenance, preservation or efforts to lease the Premises, or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease, shall not constitute an election to terminate Tenant's right to possession in the absence of written notice to the contrary.

22.3 Damages upon Termination. Should Landlord terminate this Lease pursuant to the provisions of Section 22.1 Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the California Civil Code or any other applicable code section. Landlord shall be entitled to recover from Tenant: (a) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord in maintaining or preserving the Premises after such Default, recovering possession of the Premises, expenses of reletting the Premises to a new tenant, (including necessary renovations, alterations and improvements to the Premises, and leasing commissions incurred), and all attorneys' and other professional and paraprofessional fees and other costs and expenses incurred in good faith in connection with any of the foregoing. The "worth at the time of award" of the amounts referred to in (a) and (b), above shall be computed with interest at the maximum lawful rate. The "worth at the time of award" of the amount referred to in (c), above shall be computed by reference to the formula prescribed by, and using the lowest discount rate permitted under, any applicable Law.

22.4 Remedies Cumulative. All rights, privileges and elections or remedies of the parties are cumulative and, to the extent permitted by any Law and except as otherwise provided herein, are not alternative.

23. Default by Landlord.

23.1 Right to Cure. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligations within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are

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required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion.

23.2 Remedies in Event of Default by Landlord. Except as expressly set forth in, and limited by, the terms of this Lease, Tenant hereby waives and relinquishes any and all rights which Tenant may have to terminate this Lease or to withhold Rent for any reason whatever, including without limitation on account of any default by Landlord of its obligations under this Lease, and any damage to, or condemnation, destruction or state of disrepair of, the Premises (specifically including but not limited to, those rights under California Civil Code Sections 1932, 1933(4), 1941, 1941.1 and 1942). Tenant's sole remedy for a breach of this Lease shall be limited to an action for damages, injunctive relief or specific performance of this Lease. Under no circumstances shall Landlord be liable for special damages, indirect damages or other consequential damages, including without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

24. Surrender of Premises. On or before the expiration of the Lease Term, Tenant shall vacate the Premises in broom clean condition and otherwise in the same condition as existed on the Commencement Date, ordinary wear and tear and fire and casualty loss excepted, except that any Alterations made within and on the Premises by Tenant shall remain, in the same condition and repair as when constructed or installed, reasonable wear and tear and fire and casualty loss excepted, unless Landlord required removal as provided in Section 13. In addition, Tenant shall remove from the Premises all Tenant's Personal Property in order that Landlord can repossess the Premises on the day this Lease or any extension hereof expires or is sooner terminated. Any such removals by Tenant shall be accomplished in a manner which will minimize any damage or injury to the Premises and any resulting damage or injury shall be repaired by Tenant at its sole cost and expense within thirty (30) days after Tenant vacates.

25. Holding Over. Should Tenant hold over and remain in possession of the Premises after the expiration of this Lease, without the written consent of Landlord, such possession shall be as a month-to-month tenant. Unless Landlord agrees otherwise in writing, Base Rent during the hold-over period shall be payable in an amount equal to one hundred fifty percent (150.00%) of the Base Rent paid for the last month of the Term hereof until Tenant vacates the Premises and the Security Deposit shall increase to an amount equal to the increased monthly Base Rent. All other terms and conditions of this Lease shall continue in full force and effect during such hold-over tenancy, which hold-over tenancy shall be terminable by either party delivering at least one (1) month's written notice, before the end of any monthly period. Such hold-over tenancy shall terminate effective as of the last day of the month following the month in which the termination notice is given.

26. Notice. All notices, demands or requests required or permitted under this Lease shall be in writing and delivered personally, by facsimile, or mailed postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express, addressed as set forth below. Any party may designate a different address by notice similarly given. Any notice, demand or request so given, delivered or made by United States mail shall be deemed to have been given or delivered or made on the third business day following the day on which the same is deposited in the United States mail as registered or certified mail, return receipt requested, addressed as above provided, with postage thereon fully prepaid. Any such notice, demand or document delivered by facsimile shall be deemed to be given, delivered or made on the day sent as confirmed by sender's written facsimile confirmation. Any such notice, demand or document not given, delivered or made by registered or certified mail as aforesaid, shall be deemed to be given, delivered or made on receipt of the same by the party to whom the same is to be given, delivered or made, addressed as follows:

TO LANDLORD: MP Holdings, LLC
3140 Peacekeeper Way
McClellan, California 95652
Telephone: (916) 965-7100
Facsimile: (916) 568-2764
Attention: President and Executive Vice President & General Counsel

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TO TENANT: Mamick Suita
1333 Grand Ave
Sac, Ca 95815-8838
Attention:
Telephone: (916) 844-2283
Facsimile: (916)

27. Assignment and Subletting. Tenant shall not directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or Tenant's leasehold estate hereunder (collectively, **"Assignment"**), or permit the Premises to be occupied by anyone other than Tenant or sublet the Premises (collectively, **"Sublease"**) or any portion thereof without Landlord's prior written consent in each instance, which consent may be withheld in its sole and absolute discretion.

28. Attorney's Fees. If Tenant or Landlord shall be in breach or default under this Lease, such party (the **"Defaulting Party"**) shall reimburse the other party (the **"Non-Defaulting Party"**) upon demand for any costs or expenses that the Non-Defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Project by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord, or at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

29. [Intentionally Deleted]

30. Subordination of Lease. This Lease is subject and subordinate to any mortgages which may now or hereafter be placed upon or affect the property or Building of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions hereof, provided that the holder(s) of such mortgage(s) shall agree in writing not to disturb the possession of the Premises by Tenant or the rights of Tenant under this Lease so long as Tenant is not in material default (subject to applicable notice and cure rights in favor of Tenant as contained in this Lease) in the performance of its obligations thereunder and, in the event of foreclosure, Tenant agrees to look solely to the mortgagee's interest in the Property for the payment and discharge of any obligations imposed upon the mortgagee or Landlord under this Lease. This clause shall be self-operative, and no further instrument or subordination shall be necessary unless requested by a mortgagee or the insuring title company, in which event Tenant shall sign, within five (5) business days after requested, such instruments and/or documents as the mortgagee and/or insuring title company reasonably request be signed (**"SNDA"**).

31. Relocation. At any time after Tenant's execution of this Lease, Landlord shall have the right, upon providing Tenant ninety (90) days' written notice, ten (10) days if Tenant has not yet taken possession of the Premises, to provide Tenant with reasonably similar space elsewhere within McClellan which would accommodate Tenant's Permitted Use (**"Proposed Relocation Space"**) and to move Tenant to such space. In the event Landlord moves Tenant to such new space, then this Lease and each and all of the Terms, covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space except that a revised floor plan shall become part of this Lease and shall reflect the location of the new space. Landlord shall be solely responsible for the payment of all moving and relocation expenses of Tenant as are actually incurred in connection with such relocation. For a period of ten (10) days after Tenant's receipt of the notice concerning the Proposed

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Relocation Space, Tenant may reject such relocation. In such event, Landlord shall have the right to (i) withdraw its intention to relocate, or (ii) terminate this Lease.

32. Estoppel Certificates and Financial Statements.

32.1 Estoppel Certificate. Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior request by Landlord, execute, acknowledge and deliver to Landlord, or to such other persons who may be designated in such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the Rent and any other charges have been paid in advance, and such other items requested by Landlord, including without limitation, the Commencement Date and expiration date, Rent amounts, and that no offsets or counterclaims are present. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or encumbrancer (including assignee) of the Premises.

32.2 Financial Statements. If Landlord desires to finance, refinance, or sell the Building, or the Property, or any part thereof, Tenant shall deliver to Landlord, or to such potential lender or purchaser designated by Landlord, such financial information regarding Tenant, as may reasonably be required to establish Tenants' creditworthiness. All financial information provided by Tenant to Landlord or any lender or potential purchaser shall be held by the recipient in strict confidence and may not be used or disclosed by the recipient except for the purpose of determining Tenants' creditworthiness in connection with Tenants' obligations under this Lease.

33. Short Form of Lease. Tenant shall not record this Lease, or a short form of this Lease, without Landlord's prior written consent.

34. Signs. Tenant shall not place any sign upon the Premises without Landlord's prior written consent (all such approved signage shall comply with Law and Landlord's signage design criteria, as such exists from time to time). Tenant shall maintain any such signs installed on the Premises. Unless otherwise expressly agreed herein, Landlord reserves the right to install, and all revenues from the installation of, such advertising signs on the Premises, including the roof, as do not unreasonably interfere with the conduct of Tenant's business.

35. [Intentionally Deleted]

36. Force Majeure. In discharging its duties under this Lease, Landlord shall be held to a standard of reasonableness and shall not be liable to Tenant for delays caused by Force Majeure Events.

37. Rules and Regulations. Tenant shall faithfully observe and comply with the nondiscriminatory rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all nondiscriminatory modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy to them to Tenant (a copy of the present Rules and Regulations is attached hereto as Exhibit E). Landlord shall use its reasonable efforts to enforce compliance with such rules, but shall not be responsible to Tenant for the nonperformance of any of said rules by other tenants or occupants.

38. Limitation on Liability. In consideration of the benefits accruing hereunder, Tenant and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Landlord: (1) Tenant's sole and exclusive recourse shall be against Landlord's interest in the Premises and Tenant shall not have any right to satisfy any judgment which it may have against Landlord from any other assets of Landlord; (2) no member, partner, stockholder, director, officer, employee, beneficiary or trustee (collectively, **"Partner"**) of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction over Landlord); (3) no service of process shall be made against any Partner of Landlord (except as may be necessary to secure jurisdiction over Landlord); (4) no Partner of Landlord shall be required to answer or otherwise plead to any service of process; (5) no judgment will be taken against any Partner of Landlord; (6) any judgment taken against any Partner of Landlord may be vacated and set aside at any time nunc pro tunc; (7) no writ

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of execution will ever be levied against the assets of any Partner of Landlord; and (8) these covenants and agreements are enforceable both by Landlord and also by any Partner of Landlord.

39. Infrastructure Cooperation. Tenant acknowledges that certain utility and/or operation systems which service the Premises and/or the expansion space(s) which are available to Tenant under this Lease may service adjacent premises and/or buildings. In this regard, to the extent that the controls, lines, mechanical systems and/or infrastructure for such systems must be utilized on a non-exclusive basis between Tenant and other third party tenants , as determined by Landlord, Tenant agrees to execute all documentation necessary to provide for such non-exclusive utilization, which documentation, among other provisions, would allocate on a reasonable basis, the expense of use, operation, maintenance and repair of such system between such users, provided that such documentation shall not cause material interference with Tenant's Permitted Use. Tenant shall execute such documentation within ten (10) days following its receipt thereof.

40. General Provisions.

40.1 CASp Inspection Certification. A Certified Access Specialist (CASp) can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the Landlord may not prohibit the Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the Tenant, if requested by the Tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

40.2 Definition of Rent. **"Rent"** or **"rent"** shall mean the total of all sums due to Landlord from Tenant hereunder, including but not limited to Base Rent, Additional Rent, Utilities/Services, and all other fees and charges owed to Landlord as well as all damages, costs, expenses, and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, and, in the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay rent.

40.3 Governing Law. This Lease shall be governed by the laws of the State of California and the parties hereto agree that venue shall be proper in any state or federal court located within the state.

40.4 Successors and Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; if Landlord or Tenant is comprised of multiple parties, each of such parties hereto shall be jointly and severally liable hereunder.

40.5 Entire Agreement. This Lease, the exhibits herein referred to, and any addendum executed concurrently herewith, are the final, complete and exclusive agreement between the parties and cover in full each and every agreement of every kind or nature, whatsoever, concerning the Premises and all preliminary negotiations and agreements of whatsoever kind or nature, are merged herein. Landlord has made no representations or promises whatsoever with respect to the Premises, except those contained herein, and no other person, firm or corporation has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord, and Tenant expressly agrees that if any such representations or promises have been made by others, Tenant hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding. Unless otherwise provided herein, no supplement, modification, or amendment of this Lease shall be binding unless executed in writing by the parties.

40.6 Captions. The captions of paragraphs of this Lease are for convenience only, and do not in any way limit or amplify the Terms and provisions of this Lease.

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40.7 Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

40.8 Authority. The person(s) executing this Lease warrants that he or she has the authority to execute this Lease and has obtained or has the requisite corporate or other authority to do the same.

40.9 Counterparts. This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each party may execute a facsimile counterpart signature page to be followed by an original counterpart. Each such facsimile counterpart signature page shall constitute a valid and binding obligation of the party signing such facsimile counterpart.

40.10 Execution. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate as of the day and year first above written.

LANDLORD:

MP HOLDINGS, LLC, a California limited liability company

By: McClellan Business Park LLC, a Delaware limited liability company

Its: Member

By: _____
~~Larry D. Kelley, President~~
FRANK L. MYERS, CFO

Date: 4/5/18

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: _____

Name: Monique Sinas

Title: Executive Director

Date: 4/4/18

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MP Holdings, LLC, a California limited liability company

By: McClellan Business Park LLC, a Delaware limited liability company, its member

By:_____
Ken Giannotti, Senior Vice President

By:_____
Frank Myers, Chief Financial Officer

Date: 4/5/18

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EXHIBITS

Exhibit A-1 -	McClellan/Property
Exhibit A-2 -	Premises
Exhibit A-3 -	Building
Exhibit A-4 -	Parking Areas
Exhibit B -	[Intentionally Deleted]
Exhibit C -	Declaration of Lease Commencement
Exhibit D-1 -	Definition of Hazardous Materials
Exhibit D-2 -	Environmental Questionnaire
Exhibit D-3 -	Environmental Information
Exhibit D-4 -	Air Force Notification Request
Exhibit D-5 -	Sewer Use Questionnaire
Exhibit E -	Rules and Regulations

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EXHIBIT A-1

McCLELLAN/PROPERTY

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EXHIBIT A-1
MCCLELLAN - PROPERTY

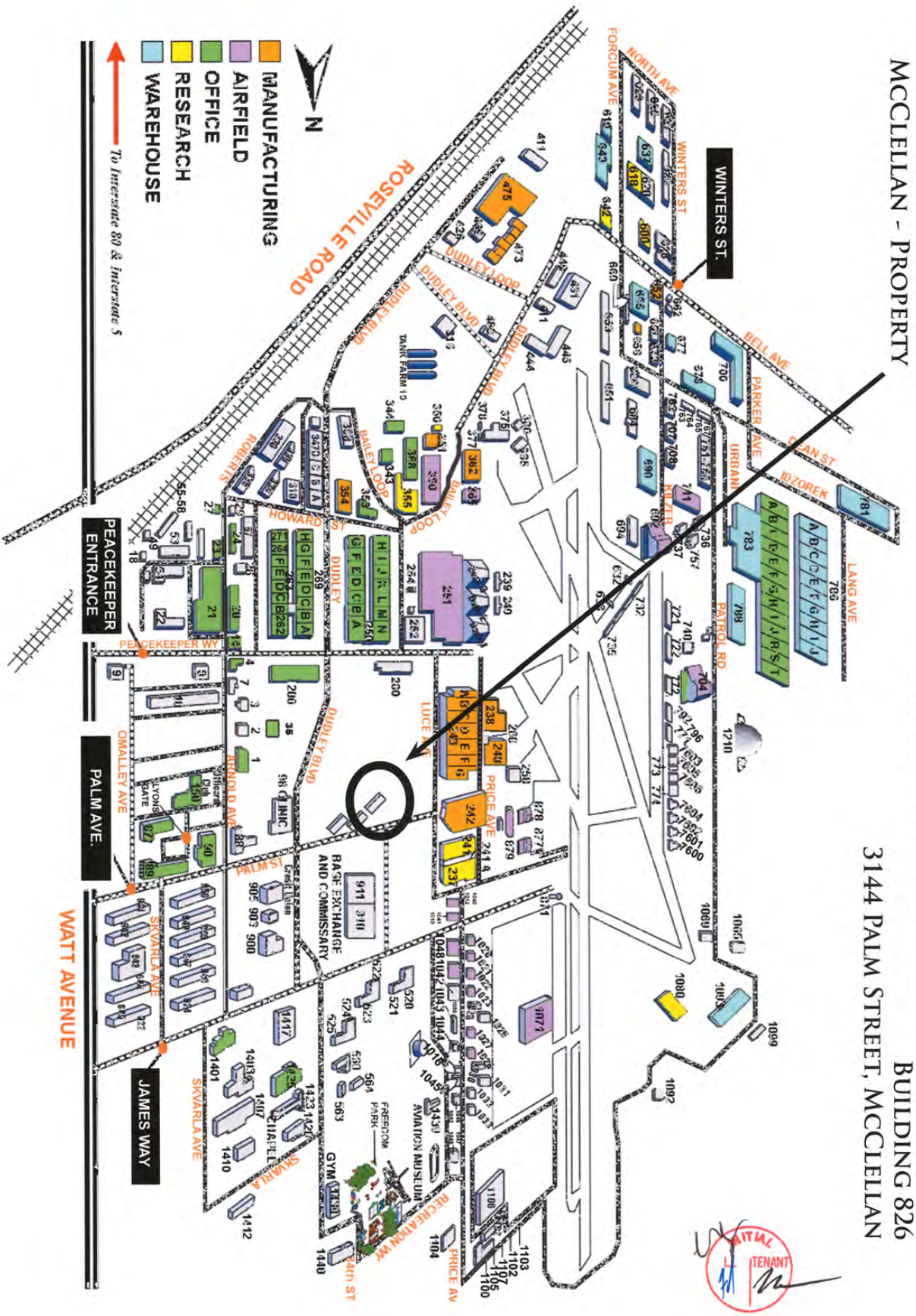

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EXHIBIT A-2

PREMISES

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EXHIBIT A-2
PREMISES

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 826
3144 PALM STREET, MCCLELLAN

INITIAL
LANDLORD
TENANT

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EXHIBIT A-3

BUILDING

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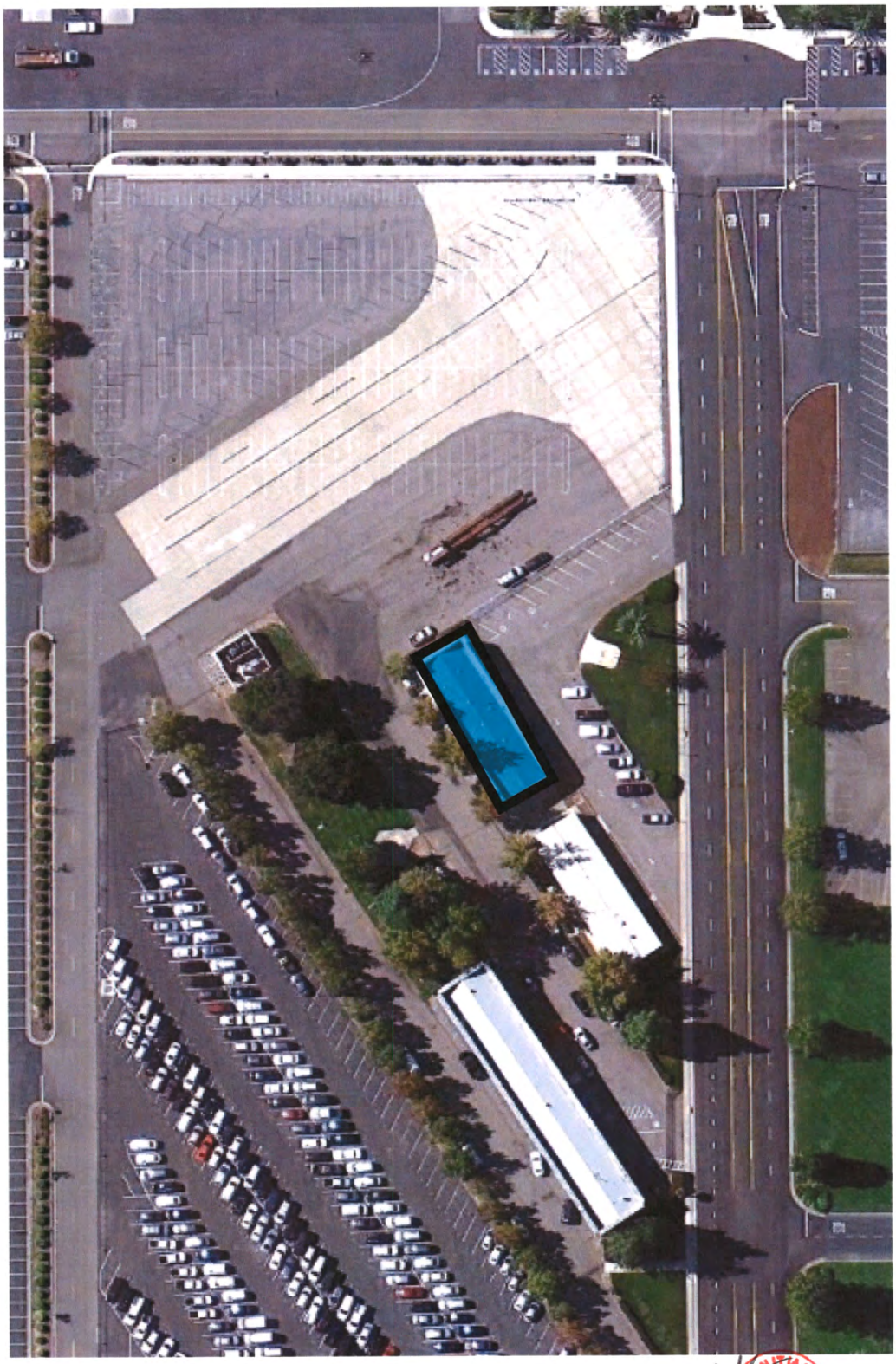
EXHIBIT A-3
BUILDING



HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 826
3144 PALM STREET, MCCLELLAN

INITIAL
TENANT

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EXHIBIT A-4

PARKING AREAS

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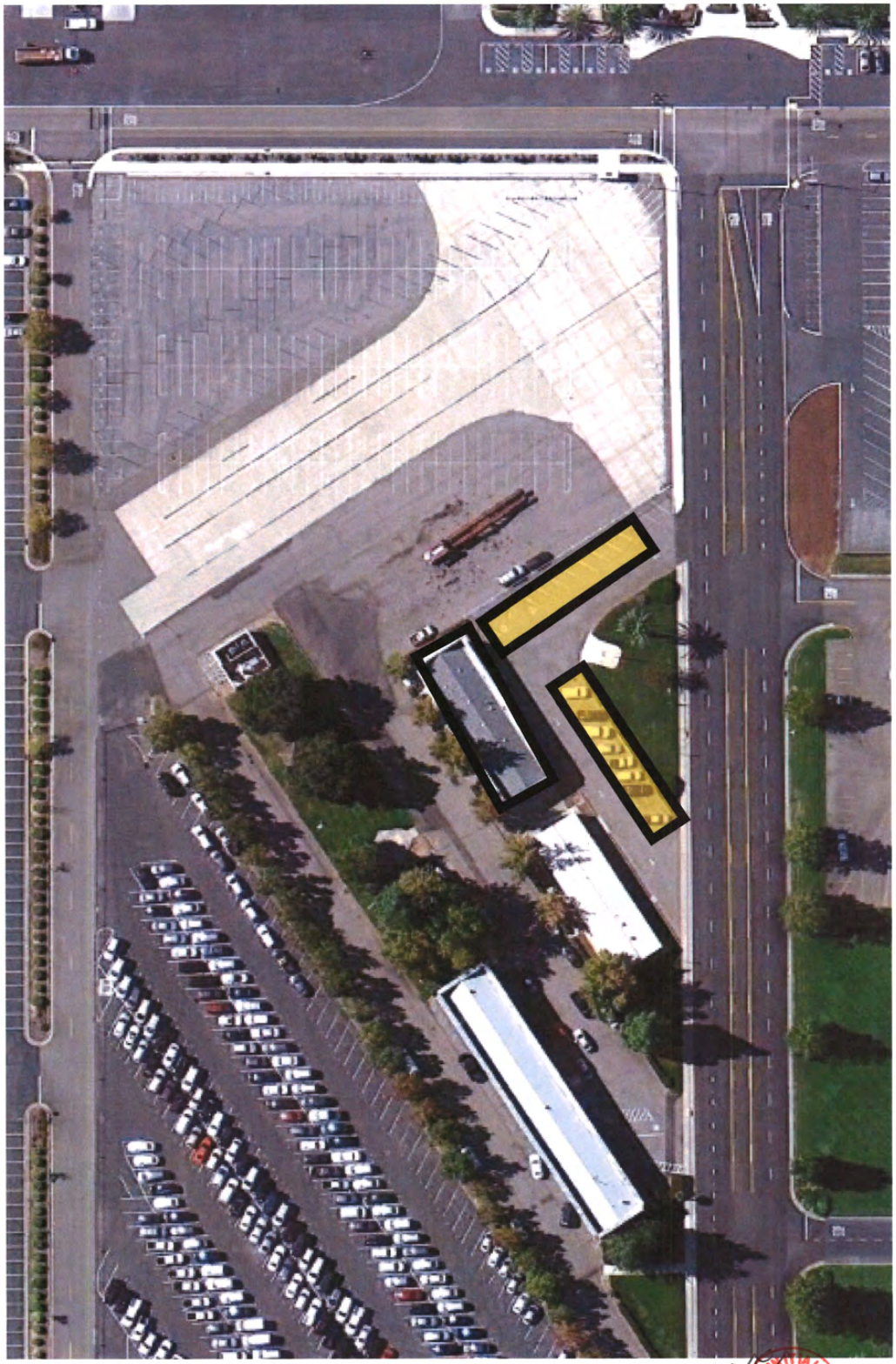
EXHIBIT A-4
PARKING AREAS



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BUILDING 826
3144 PALM STREET, MCCLELLAN

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LL
TENANT

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EXHIBIT B

[INTENTIONALLY DELETED]

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EXHIBIT C

This is to confirm that the Commencement Date, as defined in Paragraph 2.2 of the attached lease, for the property commonly known as 3144 Palm Street, Building 826, McClellan, CA and containing approximately 3,200 square feet pursuant to the lease dated April 3, 2018 between **MP HOLDINGS, LLC**, a California limited liability company and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school, is, for all purposes, agreed to be April 1, 2018.

LANDLORD:

MP HOLDINGS, LLC, a California limited liability company

By: McClellan Business Park LLC, a Delaware limited liability company

Its: Member

By: _____
~~Larry D. Kelley~~ FRANK C. MYERS

Date: 4/5/18

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: _____

Name: Murdock Smith

Title: Executive Director

Date: 4/4/18

INITIAL TENANT

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EXHIBIT D-1

DEFINITIONS OF HAZARDOUS MATERIALS

"Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Property is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted.

"Hazardous Materials Laws" shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities (including without limitation the U.S. Air Force) and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

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EXHIBIT D-2

ENVIRONMENTAL QUESTIONNAIRE

The purpose of this form is to obtain information regarding the use, if any, of hazardous substances in the process proposed on the premises to be leased. Any such use must be approved in writing by Landlord. Prospective tenants should answer the questions in light of their proposed operations on the premises. Existing tenants should answer the questions as they relate to ongoing operations on the premises and should update any information previously submitted. If additional space is needed to answer the questions, you may attach separate sheets of paper to this form.

Your cooperation in this matter is appreciated. Any questions should be directed to, and when completed, the form should be mailed to:

Alan Hersh, Senior Vice President
McClellan Business Park
3140 Peacekeeper Way
McClellan, CA 95652
(916) 965-7100; (916) 568-2764 fax
ash@mcclellanpark.com

1. General Information.

Name of Responding Company:_____

Check the Applicable Status: Prospective Tenant ☐ Existing Tenant ☐

Mailing Address:_____

_____

Contact Person and Title:_____

Telephone Number: (___) _____ Email: _____

McClellan Park (MP) Address of Proposed Premises to be leased:_____

_____

Length of Lease Term:_____

North American Industry Classification System (NAICS) Code Number: _____

*Visit the **North American Industry Classification System (NAICS)** website to identify your code at www.naics.com .*

Describe the proposed operations to take place on the property, including principal products manufactured, services and a brief process flow description to be conducted. Existing tenants should describe any proposed changes to ongoing operations.

_____

_____

INITIALS TENANT

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2. Use and/or Storage of Hazardous Materials.

2.1 Will any hazardous materials be used or stored onsite?

Hazardous Wastes	Yes ☐	No ☐
Hazardous Chemical Products	Yes ☐	No ☐

2.2 Does your business generate hazardous waste? Yes ☐ No ☐

If yes, what is your Generator ID Number? _____

2.3 ***Attach the list of any hazardous materials/wastes to be used, stored, or generated at the premises, its hazard class, the quantities that will be generated on a monthly basis onsite at any given time, and the location and method of storage (e.g., 55-gallon drums on concrete pad).***

Please provide Material Safety Data Sheets (MSDS) on such materials.

2.4 Describe the method(s) of disposal for each waste. Indicate where and how often disposal will take place. _____

2.5 If you generate a hazardous waste, based on your maximum volume of hazardous waste generated during a calendar month, please check the appropriate box below:

☐ Less than 100 kilograms (220 pounds)
☐ More than 100 kilograms but less than 1000 kilograms (2200 pounds)
☐ More than 1000 kilograms
☐ More than 55 gallons
☐ More than 200 cubic feet

2.6 Has your business filed for a Consolidated Hazardous Materials Permit from the Sacramento County Environmental Management Department?

Yes ☐ No ☐

If so, attach a copy of the permit application.

2.7 Are any of the chemicals used in your operations regulated under Proposition 65?

Yes ☐ No ☐

If so, describe the actions taken, or proposed to be taken, to comply with Proposition 65 requirements.

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2.8 Do you store or use or intend to store or use acutely hazardous materials above threshold quantities requiring you to prepare a Risk Management Plan (RMP)?

Yes ☐ No ☐

3. Storage Tanks/Pumps.

3.1 Are any above or below ground storage of gasoline, diesel, or other hazardous substances in tanks or pumps being used as a part of your present process or proposed for use on this leased premises?

Yes ☐ No ☐

If yes, describe the materials to be stored, and the type, size and construction of the pump or tank. ***Attach copies of any permits obtained for the storage of such substances.***

_____

_____

3.2 If you have an above ground storage tank (AST), do you have a spill prevention containment and countermeasures (SPCC) plan? *(Also see Question 5.1)*

Yes ☐ No ☐ Not Applicable ☐

3.3 Have any tanks, pumps or piping at you existing facilities been inspected or tested for leakage? ***If so, attach the results.***

Yes ☐ No ☐ Not Applicable ☐

3.4 Have any underground storage tanks, sumps or piping been taken out of service or removed at the proposed facility or facilities that you operate?

Yes ☐ No ☐ Not Applicable ☐

If yes, attach copies of any closure permits and clearance obtained from regulatory agencies relating to closure and removal of such tanks.

4. Spills/Leaks.

4.1 During the past year, have any spills occurred on any site you occupy?

Yes ☐ No ☐ Not Applicable ☐

If yes, please describe the spill and ***attach the results of any process conducted to determine the extent of such spills.***

_____

_____

_____

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4.2 Were any agencies notified in connection with spills or leaks from tanks, pumps or piping?

Yes ☐ No ☐ Not Applicable ☐

If yes, describe and ***attach copies of any spill reports or other correspondence with regulatory agencies.***

_____

_____

4.3 Were any clean-up actions undertaken in connection with the spills?

Yes ☐ No ☐ Not Applicable ☐

If yes, briefly describe the actions taken. ***Attach copies of any clearance letters obtained from any regulatory agencies involved and the results of any final soil or groundwater sampling done upon completion of the clean-up work.***

_____

_____

_____

5. Waste Management / Environmental Protection.

5.1 Indicate any environmental permits or plans you have for your operations under the Lease. (*Check all that apply*). ***Attach copies of any hazardous waste permits or licenses issued to your company with respect to its operations on the premises***.

☐	NPDES Permit(s)	Dated (renewal):
☐	MDAQMD Permit(s)	List Source(s):
☐	UST/AST Permit(s)	Tank Numbers:
☐	Hazardous Materials Business	Dated:
☐	Site Specific Spill Plan	Dated:
☐	Spill Prevention, Control and Countermeasures Plan (SPCC)	Dated:

5.2 Has your company filed a biennial report as a hazardous waste generator? ***If so, attach a copy of the most recent report filed.***

Yes ☐ No ☐

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5.3 Are hazardous wastes stores in secondary containments?

Yes ☐ No ☐

Are any of the following materials handled, generated, stored, treated or disposed anywhere at your facility? *(Check all that apply)*

- ☐ Flammable or combustible liquids
- ☐ Compressed gases
- ☐ Hazardous wastes
- ☐ PCBs
- ☐ Pesticides
- ☐ Radioactive materials

5.4 For any items checked above, provide a list of locations where such activities occur. *(Use additional pages if necessary):*

_____

_____

5.5 Please list all subcontractors that operate under a license within leased or subleased facilities and/or areas (including but not limited to) subcontractors for lighting/electrical, plumbing, HVAC, pest services, landscaping and/or building maintenance services). *(Use additional pages if necessary.)*

_____ _____

_____ _____

_____ _____

Do any of these subcontractors store, mix or utilize chemicals on site? Yes ☐ No ☐

If yes, what types and quantities?_____

_____

_____

5.6 If you generate hazardous waste, how many employees handle hazardous waste at your facility?

☐ _____# of employee(s) who handle hazardous waste

Indicate the name of the person(s) responsible for maintaining copies of hazardous waste manifests completed for offsite shipments of hazardous waste:

_____

_____

5.7 Describe the procedures followed to comply with OSHA Hazard Communication Standard requirements.

_____

_____

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5.8 Is any treatment, processing and recycling of hazardous wastes currently conducted or proposed to be conducted at the premises:

Yes ☐ No ☐

If yes, please describe any existing or proposed treatment, processing or recycling methods.

_____

_____

5.9 Do you ever have any pest control services come to your facility to apply pesticides?

Yes ☐ No ☐

If so, please provide the following information:

Name of Company/Licensed Applicator: _____

6. Wastewater Treatment/Discharge.

6.1 Will your proposed operation require the discharge of wastewater to?

Storm drain	Yes ☐ No ☐	Sewer	Yes ☐ No ☐
Surface water	Yes ☐ No ☐	Industrial discharge	Yes ☐ No ☐

6.2 Does your business have a Sewer Use Questionnaire on file with Sacramento Regional County Sanitation District?

Yes ☐ No ☐

6.3 Is your wastewater treated before discharge?

Yes ☐ No ☐ Not Applicable ☐

If yes, describe the type of treatment conducted.

_____

_____

_____

6.4 Does your business conduct operations outside the building or store materials outside?

Yes ☐ No ☐ Not Applicable ☐

6.5 Do you have a Storm Water Pollution Prevention Plan (SWPPP)?

Yes ☐ No ☐ Not Applicable ☐

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6.6 Does your business have a General Permit for storm water discharge associated with industrial activity?

Yes ☐ No ☐ Not Applicable ☐

6.7 Does your business operate under a National Pollution Discharge Elimination System (NPDES) Permit?

Yes ☐ No ☐ Not Applicable ☐

6.8 ***Attach copies of any wastewater discharge permits issued to your company with respect to its operations on the premises.***

7. Air Discharges. [1]

7.1 Do you have or intend to have any air filtration systems or stacks that discharge into the air?

Yes ☐ No ☐

7.2 Do you operate or plan to operate any of the following types of equipment, or any other equipment requiring an air emissions permit?

Spray booth	Yes ☐	No ☐
Dip tank	Yes ☐	No ☐
Drying oven	Yes ☐	No ☐
Incinerator	Yes ☐	No ☐
Other (please describe)	Yes ☐	No ☐
Boiler	Yes ☐	No ☐
I/C Engine	Yes ☐	No ☐
Emergency Backup Generator	Yes ☐	No ☐
Processes that apply coatings, inks, adhesives or use solvents	Yes ☐	No ☐

7.3 Do you emit or plan to emit any toxic air contaminates?

Yes ☐ No ☐

7.4 Are air emissions from your operations monitored?

Yes ☐ No ☐

If yes, indicate the frequency of monitoring and a description of the monitoring results.

---

1 NOTE: Businesses will have to comply with prohibitory rules regardless of whether they have or need a permit.

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_____

_____

7.5 ***Attach copies of any air emissions permits pertaining to your operations on the premises.***

8. Enforcement Actions, Complaints.

8.1 Has your company, within the past five years, ever been subject to any agency inspections, enforcement actions, administrative orders, or consent decrees?

Yes ☐ No ☐

If you received inspections by a Federal, State, County or other local regulator within the last year, please list below (***provide a copy of any inspection notices received for the inspections listed below***):

Agency	Inspection Date	Violations Noted?	Violations Resolved?	Violations Unresolved?

If yes, describe the actions and any continuing compliance obligations imposed as a result of these actions.

_____

_____

8.2 Has your company ever received requests for information, notice or demand letters, or any other inquiries regarding its operations?

Yes ☐ No ☐

8.3 Have there ever been, or are there now pending, any lawsuits against the company regarding any environmental or health and safety concerns?

Yes ☐ No ☐

8.4 Has any environmental audit ever been conducted at your company's current facility?

Yes ☐ No ☐

If yes, discuss the results of the audit.

_____

_____

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8.5 Have there been any problems or complaints from neighbors at the company's current facility?

Yes ☐ No ☐

Please describe:

_____

_____

9.0 Construction and Alterations.

9.1 Facility Alterations:

Facility alterations include the placement, construction, modification or demolition/removal of any improvements or structures on your leased premises.

Have you made any facility alterations within the last year? ☐ Yes ☐ No

Did any of the alterations involve Lead Based Paint? ☐ Yes ☐ No

Describe any alterations planned in the next 12 months:

_____

_____

9.2 Identify the point of contact for obtaining Air Force approval of facility alterations/modifications:

_____

10.0 Historic Property.

10.1 List any historical structures located within the leased premises:

_____

11.0 Restrictions.

11.1 Encroachment Permit:

The Lessee shall not conduct (or permit sublessees or licensees to conduct) any subsurface excavation, digging, drilling or other disturbance of the soil surface unless specifically authorized by the AFRPA. Requests to conduct any of the previously described activities shall be submitted in the form of a completed AFRPA Encroachment Permit.

11.2 Jurisdictional Wetlands:

The Lessee will minimize destruction, loss, or degradation of wetlands found in the leased premises.

11.3 Endangered Species and Protected Habitat:

The Lessee will consult with the Department of Agriculture, U.S. Fish and Wildlife Service to determine of a mitigation/compensation package for endangered species habitat losses resulting

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from Lessee's development is required.

12.0 Concerns, Comments and Suggestions.

12.1 Identify any environmental, health, safety or property management concerns, comments, and/or suggestions, which may affect lease compliance (*Use additional pages if necessary):*

_____

_____

_____

The undersigned hereby certifies that all of the information contained in this questionnaire is accurate and correct.

TENANT

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D-3

ENVIRONMENTAL INFORMATION

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:12:52 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 042 - 10017 Folsom Blvd (Inactive 01.30.25).pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:05 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:31 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590
>
> TwinRivers UNIFIED SCHOOL DISTRICT

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Success Vang <success.vang@hccts.org>

10017 Folsom Blvd

Success Vang <success.vang@hccts.org> Thu, Jan 16, 2025 at 8:00 AM
To: Rich Henning <rich.henning@hccts.org>

Hi Rich,

Sounds good, we'll stop making payments accordingly.

Thank you,

Success Vang

Accounts Payable Manager

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Thu, Jan 16, 2025 at 7:59 AM Rich Henning <rich.henning@hccts.org> wrote:

> Yes, that is correct.
>
> Rich

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Rich Henning | Director of School Services

a: 1333 Grand Ave. Sacramento, CA 95838
p: 916.844.2283 | **c:** 916.208.7522
w: hccts.org | "It's Never Too Late..."

facebook icon twitter icon youtube icon
linkedin icon instagram icon

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On Thu, Jan 16, 2025 at 7:51 AM Success Vang <success.vang@hccts.org> wrote:

> Hi Rich,
>
> As a follow up to our discussion yesterday, we are vacating 10017 Folsom by the end of January, correct?
>
> Thank you,

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Success Vang

Accounts Payable Manager

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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BUZZ OATES

Lease Commencement Agreement
(Dated for reference purposes only: **July 3, 2019**)

LANDLORD: **Buzz Oates LLC**, a California limited liability company, and **Buzz Oates Development, L.P.**, a California limited partnership **Highlands Community Charter and Technical Schools**, a California nonprofit public benefit corporation

TENANT: **Highlands Community Charter and Technical Schools**, a California nonprofit public benefit corporation

PREMISES: Suite 350 containing approximately 4,858 square feet of space, including 828 square feet of warehouse space, which Suite is the entire "Building" containing approximately 4,858 square feet commonly known by the street address of 10017 Folsom Boulevard, located in the City and County of Sacramento, State of California, with zip code 95827

For the Lease dated for reference purposes only **June 13, 2019** (the **"Lease"**) (Capitalized terms not defined herein shall have the meanings defined in the Lease)

This is to certify the following:

1. That Landlord delivered possession of the Premises to Tenant on **July 2, 2019**. That the Commencement Date of the Lease is **July 2, 2019**.

2. That the Lease Term will expire on **September 1, 2023**.

3. That Landlord has substantially completed all work to be performed by Landlord under the terms of the Lease (if any).

4. That Landlord has received from Tenant the following payments: (1) a security deposit in the amount of **$8,259.00**, and (2) **$8,987.00** as payment of Base Rent for the first month that Base Rent is due.

5. That as of the date hereof, the undersigned Tenant is entitled to no credit, offset or deduction in Base Rent or other rent (other than any period of free or discounted rent specifically set forth in Paragraph **1.5** of the Lease, if any).

6. Landlord is not in default or breach of any of Landlord's obligations under the Lease.

LANDLORD:

By: Buzz Oates Management Services, as authorized agent for Landlord

Stacy Ladd, Asset Manager

Date: July 10, 2019

TENANT:

Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation

By: _____
Its: EXECUTIVE DIRECTOR
Name: MURDOCK SMITH

By: _____
Its: _____
Name: _____

Date: July ___, 2019

BOMS Co 208 YC 10009FOL

Nov15

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STANDARD COMMERCIAL

MULTI-TENANT LEASE

GROSS

between

Buzz Oates Development, L.P., a California limited partnership, and **Buzz Oates LLC**, a California limited liability company

as "Landlord"

and

Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation

as "Tenant"

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STANDARD COMMERCIAL MULTI-TENANT LEASE—GROSS
Buzz Oates Management Services

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease **("Lease")**, dated for reference purposes only **June 13, 2019**, is made by and between **Buzz Oates LLC**, a California limited liability company, and **Buzz Oates Development, L.P.**, a California limited partnership (collectively, **"Landlord")** and **Highlands Community Charter and Technical Schools**, a California nonprofit public benefit corporation **("Tenant")**, (collectively the **"Parties,"** or individually a **"Party"**).

1.2(a) Premises: Suite 350 containing approximately 4,858 square feet of space, including 828 square feet of warehouse space, and all improvements therein or to be provided by Landlord under the terms of this Lease, which Suite is the entire "Building" containing approximately 4,858 square feet commonly known by the street address of 10017 Folsom Boulevard, located in the City and County of Sacramento, State of California, with zip code 95827, as outlined on **Exhibit A** attached hereto. In addition to Tenant's rights to use and occupy the Premises as hereinafter specified, Tenant shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the Building or to any other buildings in the Center (as defined below).

1.2(b) Center: Collectively, the Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, as depicted on **Exhibit A-1**. (Also see Paragraph 2.)

1.2(c) Parking: Pro rata share of vehicle parking spaces available to the Center, generally depicted on **Exhibit A-1**, of which five (5) parking spaces located immediately in front of the Premises shall be on a reserved basis **("Reserved Parking")** and the remaining pro rata share shall be unreserved (collectively, the **"Parking Spaces"**). Landlord shall, at its cost, "stencil" the Reserved Parking. Tenant hereby acknowledges and agrees that Landlord shall not be required to monitor nor police the Reserved Parking. **("Parking Spaces")**. (Also see Paragraph 2.6.)

1.3 Term:

(a) Original Term: Four (4) years and two (2) months, commencing upon mutual execution of this Lease, conditioned upon receipt by Landlord of the amounts set forth in Paragraph 1.6(a) and 1.7 below, together with proof of insurance required pursuant to Paragraph 8 below (the **"Commencement Date"**), and ending on the date which is fifty (50) months after the Commencement Date **("Expiration Date")**. Landlord currently anticipates that the Commencement Date will occur on July 1, 2019 (the **"Target Commencement Date"**). (Also see Paragraph 3.)

1.4 Intentionally Deleted.

1.5 Base Rent: Subject to proration and the other terms of Paragraph 4.1 below, the Base Rent set forth in the schedule below is payable on the first day of each month commencing on the Commencement Date.

Months 1 – 2	$0.00 per month
Months 3 – 14	$8,259.00 per month
Months 15 – 26	$8,502.00 per month
Months 27 – 38	$8,744.00 per month
Months 39 – 50	$8,987.00 per month

1.6 Base Rent Due Upon Execution: $8,259.00 as Base Rent for the first month that Base Rent is due.

1.7 Security Deposit: $8,987.00 **("Security Deposit").** The Security Deposit shall at all times equal the amount of Base Rent for the last month of the Term. (Also see Paragraph 5.)

1.8 Permitted Use: Operation of a public charter school providing education for adults, 22 years of age and older, to learn English, earn a high school diploma, receive technical job training and/or take citizenship classes, but excluding any use which is prohibited under Paragraph 6.1 below **("Permitted Use")**. (Also see Paragraph 6.)

1.9 Insuring Party: Landlord is the "Insuring Party." (Also see Paragraph 8.)

1.10(a) Real Estate Brokers: The following real estate broker(s) (collectively, the **"Brokers"**) and brokerage relationships exist in this transaction and are consented to by the Parties:
Collier's International and Buzz Oates Real Estate represents Landlord exclusively **("Landlord's Broker")**;
Cornish & Carey Commercial doing business as Newmark Cornish & Carey represents Tenant exclusively **("Tenant's Broker")**.
(Also see Paragraph 15.)

1.10(b) Payment to Brokers: Landlord shall pay to said Broker(s) jointly, or in such separate shares as they may mutually designate in writing, a fee as set forth in a separate written agreement between Landlord and said Broker(s).

1.10(c) Broker Disclosures and Representations: Tenant acknowledges receipt of the Broker Disclosures and Representations attached hereto as **Exhibit C** and made a part hereof. Landlord and Tenant acknowledge and agree that the provisions of the Broker Disclosures and Representations shall not modify or amend Landlord's and Tenant's rights and obligations under this Lease, nor create any rights or obligations for the Brokers.

1.11 Intentionally Deleted.

1.12 Exhibits: Attached hereto are Exhibits A through D, all of which constitute a part of this Lease.

2. Premises, Parking and Common Areas.

2.1 Letting. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, for the Term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of square footage set forth in this Lease, or that may have been used in calculating rental is an approximation which Landlord and Tenant agree is reasonable and the rental based thereon is not subject to revision whether or not the actual square footage is more or less.

2.2 Condition. Landlord shall deliver the Premises to Tenant broom clean and free of debris on the Commencement Date and warrants to Tenant that the existing plumbing, electrical systems, fire sprinkler system, lighting, air

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conditioning and heating systems and loading doors, if any, in the Premises, other than those constructed by Tenant, shall be in good operating condition on the Commencement Date. If a non-compliance with said warranty exists as of the Commencement Date, Landlord shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Tenant setting forth with specificity the nature and extent of such non-compliance, rectify same at Landlord's expense. If Tenant does not give Landlord written notice of a non-compliance with this warranty within thirty (30) days after the Commencement Date, correction of that non-compliance shall be the obligation of Tenant at Tenant's sole cost and expense. Provided, however, notwithstanding the preceding sentence, Landlord shall warrant the heating, air conditioning and ventilation system for the first ninety (90) days of the Lease Term. Notwithstanding anything in this Paragraph 2.2 to the contrary, Landlord does not warrant the fitness of the floor slab in the Premises for applying floor sealer, or otherwise for any specific floor requirements of Tenant. (For example, soil conditions may cause moisture to be present under the concrete slab or migrate through the slab, which may affect the sealer's performance.) Landlord shall have no liability for the failure of any sealant or other product applied to the floor slab.

2.3 Compliance with Covenants, Restrictions and Building Codes. Landlord warrants to Tenant that Landlord has no knowledge of any claim having been made by any governmental agency that a violation or violations of any applicable covenants or restrictions of record, applicable building codes, regulations, or ordinances exist with regard to the Premises as of the Commencement Date. Said warranties shall not apply to any Alterations or Utility Installations (defined in Paragraph 7.3(a)) made or to be made by Tenant. If the Premises do not comply with said warranties, Landlord shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Tenant given within six (6) months following the Commencement Date and setting forth with specificity the nature and extent of such non-compliance, take such action, at Landlord's expense, as may be reasonable or appropriate to rectify the non-compliance. Landlord makes no warranty that the Permitted Use in Paragraph 1.8 is permitted for the Premises under Applicable Laws (as defined in Paragraph 2.4). If any governmental authority should require any additional improvements, permits or approvals, under the Americans with Disabilities Act of 1990 or otherwise, due to Tenant's or its subtenants, employees, customers, or invitees, particular use, change in use or alterations or improvements requested or performed by Tenant, other than those improvements which are stated in this Lease, and other than requirements generally for buildings of this type, including without limitation, additional fire protection equipment or flow capacity, use permits, or zoning variances, such improvements or changes to the Premises shall be made at Tenant's sole expense.

2.4 Acceptance of Premises. Tenant hereby acknowledges: (a) that it has been advised by the Broker(s) to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical and fire sprinkler systems, security, environmental aspects, seismic and earthquake requirements), and compliance of the Premises with the Americans with Disabilities Act and applicable zoning, municipal, county, state and federal laws, ordinances and regulations and any covenants or restrictions of record (collectively, **"Applicable Laws"**), and the present and future suitability of the Premises for Tenant's intended use; (b) that Tenant has made such investigation as it deems necessary with reference to such matters, is satisfied with reference thereto, and assumes all responsibility therefore as the same relate to Tenant's occupancy of the Premises and/or the terms of this Lease; and (c) that neither Landlord, nor any of Landlord's agents, has made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease.

2.5 Tenant as Prior Owner/Occupant. The warranties made by Landlord in this Paragraph 2 shall be of no force or effect if immediately prior to the date set forth in Paragraph 1.1 Tenant was the owner or occupant of the Premises. In such event, Tenant shall, at Tenant's sole cost and expense, correct any non-compliance of the Premises with said warranties.

2.6 Vehicle Parking; Prohibition of Outside Storage. Tenant shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(c) on those portions of the Common Areas designated from time to time by Landlord for parking. Tenant shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Vehicles other than Permitted Size Vehicles shall be parked and loaded or unloaded as directed by Landlord in the Rules and Regulations (as defined in Paragraph 35) issued by Landlord. (Also see Paragraph 2.9.)

(a) Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.

(b) If Tenant permits or allows any of the prohibited activities described in this Paragraph 2.6, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

(c) Outside storage is strictly prohibited in the Common Areas. Parking areas, loading zones, and vacant property adjoining the Premises (together with any areas of the Center in which Tenant's employees, agents, or invitees park vehicles or otherwise congregate) are to be kept vacant and clean by Tenant. Landlord shall give Tenant seventy-two (72) hours written notice of the need to clean up or remedy any condition which may originate during the Term. In the event Tenant violates this provision and such violation continues for three (3) days after written notice to Tenant (or at any time with or without notice, if such failures endanger public health or safety), Landlord may remediate the condition and charge Tenant the cost thereof. Tenant shall not display or sell merchandise or allow carts, tables, portable signs, devices, or any other objects to be stored, displayed or to remain outside the defined exterior walls, roof or permanent doorways of the Premises, or in Building hallways, parking areas or sidewalks.

2.7 Common Areas - Definition. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Center and interior utility raceways within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Center and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways and landscaped areas.

2.8 Common Areas - Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Center. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Landlord's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Landlord shall have the right, without notice and in addition to such other rights and remedies that it may have, to remove the property and charge the cost of such removal to Tenant, which cost shall be immediately payable upon demand as additional rent.

2.9 Common Areas - Rules and Regulations. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable, non-discriminatory Rules and Regulations with respect thereto in accordance with Paragraph 35.

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Tenant agrees to abide by and conform to all such Rules and Regulations, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Center.

2.10 Common Areas - Changes. Provided that there is no material interference with Tenant's normal business operations, Landlord shall have the right, in Landlord's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Center to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Center, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Center as Landlord may, in its sole discretion, deem to be appropriate.

3. Term.

3.1 Generally. Subject to the terms of Paragraph 3.3 below, the Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3. The Original Term and any extension thereof (if any) shall be referred to herein as the **"Term."**

3.2 Early Possession. If, with Landlord's consent, Tenant totally or partially occupies the Premises for any reason prior to the Target Commencement Date (the **"Early Possession Period"**), the obligation to pay Base Rent shall be abated for the period of such early occupancy. All other terms of this Lease, however, (including but not limited to the obligation to carry the insurance required by Paragraph 8) shall be in effect during the Early Possession Period. Any such early possession shall not affect nor advance the Expiration Date of the Original Term.

3.3 Delay In Possession. If for any reason Landlord cannot deliver possession of the Premises to Tenant by the Target Commencement Date, and such delivery delay is not due to a Tenant Delay, Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease, or the obligations of Tenant hereunder, or extend the Term, but in such case, Tenant shall not, except as otherwise provided herein, be obligated to pay rent or perform any other obligation of Tenant under the terms of this Lease until Landlord delivers possession of the Premises to Tenant. If possession of the Premises is not delivered to Tenant within ninety (90) days after the Target Commencement Date, Tenant may, at its option, by notice in writing to Landlord within ten (10) days after the end of said ninety (90) day period, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder; provided further, however, that if such written notice of Tenant is not received by Landlord within said ten (10) day period, Tenant's right to cancel this Lease hereunder shall terminate and be of no further force or effect. Except as may be otherwise provided, and regardless of when the original Term actually commences, if possession is not tendered to Tenant when required by this Lease and Tenant does not terminate this Lease, as aforesaid, the period free of the obligation to pay Base Rent, if any, that Tenant would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to the period during which the Tenant would have otherwise enjoyed under the terms hereof, but minus any days of delay caused by the acts, changes or omissions of Tenant. "Tenant Delay" means any act or omission of Tenant or its agents, employees, vendors or contractors that actually delays the Commencement Date, including, without limitation: (1) Tenant's failure to furnish information or approvals within any time period specified in this Lease; (2) Tenant's selection of equipment or materials that have long lead times; (3) changes requested or made by Tenant to previously approved plans and specifications; (4) performance of work in the Premises by Tenant or Tenant's contractor(s); or (5) delays occasioned by Tenant's failure to obtain a racking or high pile storage permit.

4. Rent.

4.1 Base Rent. Tenant shall pay Base Rent and other rent or charges, as the same may be adjusted from time to time, to Landlord in lawful money of the United States, without demand, offset or deduction, on or before the day on which it is due under the terms of this Lease. Base Rent and all other rent and charges for any period during the term hereof which is for less than one full month shall be prorated based upon the actual number of days of the month involved. Payment of Base Rent and other charges shall be made to Landlord at its address stated herein or to such other persons or at such other addresses as Landlord may from time to time designate in writing to Tenant.

4.2 Intentionally Deleted.

4.3 Rent Defined. All monetary obligations of Tenant to Landlord under the terms of this Lease are deemed to be rent.

4.4 No "Key Money." Tenant agrees that Tenant's obligation to pay all sums owing under this Lease (including, without limitation, any sum payable prior to the Commencement Date, such as Base Rent paid upon execution pursuant to Subparagraph 1.6(a), or any Security Deposit under Paragraph 1.7, or any sum payable thereafter, such as Base Rent under Paragraph 1.5, or Landlord's costs and expenses incurred in connection with any proposed assignment or subletting pursuant to Subparagraph 12.2(e)) are clearly stated and are not violative of California Civil Code section 1950.8, and Tenant hereby waives the benefit of California Civil Code section 1950.8 and any similar or successor statute, judicial decision or other law that would allow Tenant to challenge Tenant's obligation to pay such sums on the basis that such sums constitute "key money" or other unlawful payments to Landlord.

4.5 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any ground lease, mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant (other than interest and attorneys' fees and costs). Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default or Breach with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Base Rent, then notwithstanding Paragraph 4.1 or any other provision of this Lease to the contrary, Base Rent shall, at Landlord's option, become due and payable quarterly in

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advance.

4.6 Interest on Past-Due Obligations. Any monetary payment due Landlord hereunder, other than late charges, not received by Landlord within ten (10) days following the date on which it was due, shall bear interest from the date due at the prime rate charged by Bank of America, plus four percent (4%) per annum, but not exceeding the maximum rate allowed by law, in addition to the potential late charge provided for in Paragraph 4.5. Acceptance of any late charge and/or interest shall not constitute a waiver of Tenant's Default or Breach with respect to the overdue sum or prevent Landlord from exercising any of its other rights and remedies under this Lease.

5. Security Deposit. Tenant shall deposit with Landlord upon execution hereof the Security Deposit set forth in Paragraph 1.7 of the Basic Provisions as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of said Security Deposit for the payment of any rent or other charge in default for the payment of any other sum to which Landlord may become obligated by reason of Tenant's Default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said Security Deposit, Tenant shall within ten (10) days after written demand therefore deposit cash with Landlord in an amount sufficient to restore said Security Deposit to the full amount then required of Tenant. If the monthly Base Rent shall, from time to time, increase during the Term, Tenant shall, at the time of such increase, deposit with Landlord additional money as a Security Deposit so that the total amount of the Security Deposit held by Landlord shall at all times be equal to the amount of Base Rent for the last month of the Term. Landlord shall not be required to keep said Security Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, said Security Deposit, or so much thereof as has not heretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the Term, and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to said Security Deposit. Tenant waives the provisions of California Civil Code section 1950.7, and all other provisions of law now in force or that become in force after the date of execution of this Lease, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant, or to clean the Premises.

6. Use; Hazardous Substances; Applicable Requirements.

6.1 Permitted Use.

(a) Tenant shall use and occupy the Premises only for the Permitted Use set forth in Paragraph 1.8 and for no other purpose. Tenant shall not use or permit the use of the Premises in a manner that is unlawful (under either federal, state or local law), creates waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to the Premises, the Building, the Center, or neighboring premises or properties. Notwithstanding anything to the contrary in this Lease, the Premises shall not be used for the cultivation, storage, distribution or sale of marijuana, or as a cash security or storage serving any marijuana dispensary or other business serving any marijuana dispensary in more than an insignificant manner. Tenant shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Landlord's prior written consent. Notwithstanding anything to the contrary in this Lease, Landlord shall not be obligated to exercise any standard of reasonableness in determining whether to grant such consent.

(b) Landlord hereby agrees to not unreasonably withhold or delay its consent to any written request by Tenant, Tenant's assignees or subtenants, and by prospective assignees and subtenants of Tenant, its assignees and subtenants, for a modification of said Permitted Use, so long as the same will not impair the structural integrity of the improvements on the Premises or in the Building or the mechanical or electrical systems therein, does not conflict with uses by other tenants, is not significantly more burdensome to the Premises, the Building or the Center and the improvements thereon, does not violate the terms of Landlord's financing documents and agreements (if any), and is otherwise permissible pursuant to this Paragraph 6. If Landlord elects to withhold such consent, Landlord shall within five (5) business days after such request give a written notification of same, which notice shall include an explanation of Landlord's reasonable objections to the change in use.

6.2 Hazardous Substances.

(a) Reportable Uses Require Consent. The term **"Hazardous Substance"** as used in this Lease shall mean any substance: (i) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as a hazardous waste, hazardous substance, pollutant or contaminant under any governmental statute, code, ordinance, regulation, rule or order, and any amendment thereto, including for example only the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., or (ii) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous, including gasoline, diesel fuel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon and urea formaldehyde foam insulation. Tenant shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Requirements (as defined in Paragraph 6.3). **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Premises of a Hazardous Substance with respect to which any Applicable Laws require that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but upon notice to Landlord and in compliance with all Applicable Requirements, use any ordinary and customary materials reasonably required to be used by Tenant in the normal course of the Permitted Use, so long as such use is not a Reportable Use and does not expose the Premises or neighboring properties to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by Tenant upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion deems necessary to protect itself, the public, the Premises, the Building, the Center and the environment against damage, contamination or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises (such as concrete encasement) and/or the deposit of an additional Security Deposit under Paragraph 5 hereof.

(b) Duty to Inform Landlord. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, the Building or the Center, other than as previously consented to by Landlord, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance including but not limited to all such documents as may be involved in any Reportable Use involving the Premises. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system), the Building and/or the Center.

(c) Indemnification. Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims,

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liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant or by anyone under Tenant's control. Tenant's obligations under this Paragraph 6.2(c) shall include, but not be limited to, the effects of any contamination or injury to any person, property or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

(d) Hazardous Substance Conditions. In the event of an occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 6.2(a), in, on, or under the Premises (a **"Hazardous Substance Condition"**), unless Tenant is legally responsible therefore (in which case Tenant shall make the investigation and remediation thereof required by Applicable Requirements and this Lease shall continue in full force and effect, but subject to Landlord's rights under Paragraph 6.2(c) and Paragraph 13), Landlord may, at Landlord's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to investigate and remediate such condition exceeds twelve (12) times the then monthly Base Rent or $100,000 whichever is greater, give written notice to Tenant within thirty (30) days after receipt by Landlord of knowledge of the occurrence of such Hazardous Substance Condition of Landlord's desire to terminate this Lease as of the date sixty (60) days following the date of such notice. In the event Landlord elects to give such notice of Landlord's intention to terminate this Lease, Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to Landlord of Tenant's commitment to pay for the excess costs of (a) investigation and remediation of such Hazardous Substance Condition to the extent required by Applicable Requirements, over (b) an amount equal to twelve (12) times the then monthly Base Rent or $100,000, whichever is greater. Tenant shall provide Landlord with the funds required of Tenant or satisfactory assurance thereof within thirty (30) days following said commitment by Tenant. In such event this Lease shall continue in full force and effect, and Landlord shall proceed to make such investigation and remediation as soon as reasonably possible after the required funds are available. If Tenant does not give such notice and provide the required funds or assurance thereof within the time period specified above, this Lease shall terminate as of the date specified in Landlord's notice of termination.

6.3 Tenant's Compliance with Applicable Requirements. Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all **"Applicable Requirements,"** which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance, and (iv) the Americans with Disabilities Act of 1990 and all regulations issued thereunder) now in effect or which may hereafter come into effect. Tenant shall, within five (5) days after receipt of Landlord's written request, provide Landlord with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports and certificates, evidencing Tenant's compliance with any Applicable Requirements specified by Landlord, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant or the Premises to comply with any Applicable Requirements.

6.4 Inspection; Compliance with Applicable Requirements. Landlord, Landlord's agents, employees, contractors and designated representatives, and the holders of any mortgages, deeds of trust or ground leases on the Premises **("Lenders")** shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease and all Applicable Requirements (as defined in Paragraph 6.3), and Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's activities, including but not limited to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The costs and expenses of any such inspections shall be paid by the party requesting same, unless a Default or Breach of this Lease by Tenant or a violation of Applicable Requirements or a contamination, caused or materially contributed to by Tenant, is found to exist or to be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination. In such case, Tenant shall upon request reimburse Landlord or the Lender, as the case may be, for the costs and expenses of such inspections.

7. Maintenance, Repairs, Utility Installations, Trade Fixtures and Alterations.

7.1 Tenant's Obligations.

(a) Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance with Covenants, Restrictions and Building Codes), 7.2 (Landlord's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof in good order, condition and repair (whether or not such portion of the Premises requiring repair, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, without limiting the generality of the foregoing, in full compliance with the Applicable Requirements, including but not limited to the Americans with Disabilities Act of 1990 and all regulations issued thereunder, all equipment or facilities exclusively serving the Premises, such as plumbing, heating, air conditioning, ventilating, electrical, lighting facilities, boilers, fired or unfired pressure vessels, fire hose connections if within the Premises, fire extinguishers as required by Applicable Requirements, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights, but excluding any items which are the responsibility of Landlord pursuant to Paragraph 7.2 below. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Notwithstanding the foregoing, upon written notice (or via email to tenantservices@buzzoates.com) Tenant may request that Landlord perform, at Tenant's sole cost, any necessary repairs or replacements of equipment or facilities exclusively serving the Premises (specifically excluding Tenant's trade fixtures, if any), including but not limited to the plumbing and electrical systems from the point of entry into the Premises and the heating, air condition and ventilation system. Tenant shall reimburse Landlord for the cost of any such necessary repair and replacement, together with an additional fee of fifteen percent (15%) for Landlord's property manager to monitor the work, within ten (10) days of receipt of an invoice therefor. Further, Landlord shall warrant the heating, air conditioning and ventilation system for the first ninety (90) days of the Lease Term.

(b) Tenant shall, at Tenant's sole cost and expense, procure and maintain a contract, with a contractor specializing and experienced in the inspection, maintenance and service of the heating, air conditioning and ventilation system for the Premises (such inspections and maintenance shall occur no less frequently than quarterly). Notwithstanding the foregoing, upon written notice (or via email to tenantservices@buzzoates.com) Tenant may request that Landlord procure and maintain such required contract and Tenant shall reimburse Landlord for the cost of same, together with an additional fee of fifteen percent (15%) for Landlord's property manager to monitor to manage the contract and work, within ten (10) days of receipt of an invoice therefor.

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(c) Tenant acknowledges that forklift trucks with hard rubber tires are designed for use on concrete surfaces and are intended for inside warehouse usage. The use of forklift trucks with hard rubber tires on asphalt surfaces can cause damage to the asphalt. In the event Tenant uses forklift trucks with hard rubber tires on asphalt surfaces and such asphalt is damaged as a result, Tenant shall, at its sole cost and expense, immediately repair such damage. If Tenant fails to repair such damage, Landlord may, in accordance with Paragraph 13.2 below, after ten (10) days' prior written notice to Tenant, perform such obligations on Tenant's behalf, and put the asphalt surface in good order, condition and repair.

(d) If Tenant fails to perform Tenant's obligations under this Paragraph 7.1, Landlord may, in accordance with Paragraph 13.2 below, enter upon the Premises after ten (10) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition and repair.

7.2 Landlord's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance with Covenants, Restrictions and Building Code), 6 (Use), 7.1 (Tenant's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Landlord shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof and plumbing and electrical up to the point of entry to the Premises, fire sprinkler and/or standpipe and hose (if located in the Common Areas) or other automatic fire extinguishing system including fire alarm and/or smoke detection system and equipment, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof. Notwithstanding the foregoing, to the extent maintenance, repairs or replacements are required as a result of any act, neglect, fault or omission of Tenant or any of Tenant's agents, employees, contractors, licensees or invitees, Tenant shall pay to Landlord the costs of such maintenance, repairs and replacements, which costs shall be immediately payable upon demand as additional rent. Landlord shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Landlord be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Tenant expressly waives the benefit of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Building, Center or Common Areas in good order, condition and repair. Notwithstanding any language to the contrary herein and without creating any duty for Landlord to undertake any specific work, in the event Landlord elects to repaint the walls, replace the floor covering, or do any other repair, maintenance, remodeling, or refurbishing work in the Premises for any reason, Tenant shall remove Tenant's personal property, including Tenant's furniture, cubicles, room dividers, modular office furniture, equipment, computers and all computer-related equipment, and Tenant's personnel from the Premises, at Tenant's sole cost and expense, so that Landlord may complete Landlord's work as quickly and smoothly as possible during normal business hours.

7.3 Utility Installations, Trade Fixtures, Alterations.

(a) Definitions; Consent Required. The term **"Utility Installations"** is used in this Lease to refer to all air lines, power panels, electrical distribution, security, fire protection systems, communications systems, lighting fixtures, heating, ventilating and air conditioning equipment, plumbing, and fencing in, on or about the Premises. The term **"Trade Fixtures"** shall mean Tenant's machinery and equipment which can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements on the Premises which are provided by Landlord or Tenant under the terms of this Lease, other than Utility Installations or Trade Fixtures. **"Tenant-Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Tenant that are not yet owned by Landlord pursuant to Paragraph 7.4(a). Tenant shall not make nor cause to be made any Alterations or Utility Installations in, on, under or about the Premises without Landlord's prior written consent. Tenant may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without Landlord's consent but upon notice to Landlord, so long as (i) they are in full compliance with the Americans with Disabilities Act of 1990 and all regulations issued thereunder, (ii) they are not visible from the outside of the Premises, (iii) they do not involve puncturing, relocating or removing the roof or any existing walls, (iv) they do not change or interfere with the fire sprinkler or fire detection systems, (v) they do not otherwise involve the structure of the Building or the Building Systems and (vi) the cumulative cost thereof during the Term does not exceed $5,000.00.

(b) Consent. Any Alterations or Utility Installations that Tenant shall desire to make and which require the consent of the Landlord shall be presented to Landlord in written form with detailed plans. All consents given by Landlord, whether by virtue of Paragraph 7.3(a) or by subsequent specific consent, shall be deemed conditioned upon: (i) Tenant's acquiring all applicable permits required by governmental authorities; (ii) the furnishing of copies of such permits together with a copy of the plans and specifications for the Alteration or Utility Installation to Landlord prior to commencement of the work thereon; and (iii) the compliance by Tenant with all conditions of said permits in a prompt and expeditious manner. No approval or consent by Landlord shall be deemed or construed to be a representation or warranty by Landlord as to the adequacy, sufficiency, fitness or suitability thereof or compliance thereof with Applicable Requirements. Tenant shall reimburse Landlord upon demand for any expenses reasonably incurred by Landlord in connection with any Alterations or Utility Installations made by Tenant, including reasonable fees charged by Landlord's contractors or consultants to review plans and specifications prepared by Tenant and to update the existing as-built plans and specifications of the Building to reflect the Alterations or Utility Installations. Any Alterations or Utility Installations by Tenant during the Term shall be done in a good and workmanlike manner, with good and sufficient materials, and be in compliance with all Applicable Requirements. Tenant shall promptly upon completion thereof furnish Landlord with as-built plans and specifications therefore. Landlord may (but without obligation to do so) condition its consent to any requested Alteration or Utility Installation that costs $5,000.00 or more upon Tenant's providing Landlord with a lien and completion bond in an amount equal to one and one-half times the estimated cost of such Alteration or Utility Installation.

(c) Lien Protection. Tenant shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the Building and/or the Center or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in, on, or about the Premises, and Landlord shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense, defend and protect itself, Landlord and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises. If any such lien attaches to the Premises, the Building and/or the Center or any interest therein, and Tenant does not cause the same to be released by payment, bonding or otherwise within ten (10) days after the attachment thereof, Landlord shall have the right but not the obligation to cause the same to be released, and any sums expended by Landlord in connection therewith shall be payable by Tenant on demand with interest thereon from the date of expenditure by Landlord at the interest rate (provided for in Paragraph 4.6 - Interest on Past-Due Obligations). If Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to one and one-half times the amount of such contested lien claim or demand, indemnifying Landlord against liability for the same, as required by law for the holding of the Premises, the Building and/or the Center or any interest therein, free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's attorneys' fees and costs in participating in such action if Landlord shall decide it is in its best interest to do so.

7.4 Ownership, Removal, Surrender, and Restoration.

(a) Ownership. Subject to Landlord's right to require their removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made to the Premises by Tenant shall be the property of and owned by Tenant, but considered

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a part of the Premises. Landlord may at any time elect in writing to be the owner of all or any specified part of the Tenant-Owned Alterations and Utility Installations. All Tenant-Owned Alterations and Utility Installations shall, at the expiration or earlier termination of this Lease, become the property of Landlord and remain upon the Premises and be surrendered with the Premises by Tenant, unless Landlord exercises its right to require removal as set forth in the following subparagraph.

(b) Removal. Unless otherwise agreed in writing, Landlord may require that any or all Tenant-Owned Alterations or Utility Installations be removed by the expiration or earlier termination of this Lease, notwithstanding that their installation may have been consented to by Landlord. Landlord may require the removal at any time of all or any part of any Alterations or Utility Installations made without the required consent of Landlord.

(c) Surrender/Restoration. Tenant shall surrender the Premises by the end of the last day of the Term or any earlier termination date, clean and free of debris and in good operating order, condition and state of repair, ordinary wear and tear excepted. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease. Except as otherwise agreed or specified herein, the Premises, as surrendered, shall include the Alterations and Utility Installations. Tenant shall repair any damage occasioned by the installation, maintenance or removal of the Trade Fixtures, furnishings, equipment, personal property, and Tenant-Owned Alterations and Utility Installations, as well as the removal of any storage tank installed by or for Tenant, and the removal, replacement, or remediation of any soil, material or ground water contaminated by Tenant, all as may then be required by Applicable Requirements and/or good practice. The Trade Fixtures shall remain the property of Tenant and shall be removed by Tenant subject to its obligation to repair and restore the Premises per this Lease. If any removal required under this Paragraph 7.4 is not completed before the expiration or termination of the Term, Landlord shall have the right (but no obligation) to remove the same, and Tenant shall pay Landlord on demand for all costs of removal and storage thereof and for the rental value of the Premises for the period from the end of the Term through the end of the time reasonably required for such removal. Landlord shall also have the right to retain or dispose of all or any portion of such property if Tenant does not pay all such costs and retrieve the property within ten (10) days after notice from Landlord (in which event title to all such property described in Landlord's notice shall be transferred to and vest in Landlord). Tenant waives all claims against Landlord for any damage or loss to Tenant resulting from Landlord's removal, storage, retention, or disposition of any such property.

(d) Removal of Electrical and Telecommunications Wires.

(i) Landlord May Elect to Either Remove or Keep Wires. Notwithstanding anything in this Paragraph 7.4 to the contrary, within thirty (30) days after the expiration or sooner termination of the Lease or at any time that any of the Wires (as defined below) are no longer in active use by Tenant, Landlord may elect (**"Election Right"**) by written notice to Tenant to:

(aa) Retain any or all wires, cables, and similar installations appurtenant thereto (**"Wires"**) installed by Tenant within the Premises or anywhere in the Building outside the Premises, including, without limitation, the plenums or risers of the Building;

(bb) Remove any or all of the Wires and restore the Premises or the Building, as the case may be, to their condition existing prior to the installation of the Wires (**"Wire Restoration Work"**). Landlord, at its option, may perform such Wire Restoration Work at Tenant's sole cost and expense; or

(cc) Require Tenant to perform all or part of the Wire Restoration Work at Tenant's sole cost and expense.

(dd) Landlord shall be deemed to have elected to retain all telephone and related Wires unless Landlord specifically elects to have Tenant remove such Wires pursuant to Subparagraph 7.4(d)(i)(bb) or 7.4(d)(i)(cc) above.

(ii) Compliance with Laws and Discontinuance of Wire Use. Tenant shall comply with all applicable laws with respect to the Wires, subject to Landlord's right to elect to retain the Wires. In the event that Tenant discontinues the use of all or any part of the Wires, Tenant shall within thirty (30) days thereafter notify Landlord of same in writing, accompanied by a plan or other reasonable description of the current type, quantity, points of commencement and termination, and routes of the Wires to allow Landlord to determine if Landlord desires to retain same.

(iii) Condition of Wires. In the event Landlord elects to retain any or all of the Wires (pursuant to Subparagraph 7.4(d)(i)(aa) hereof), Tenant covenants that:

(aa) Tenant shall be the sole owner of the Wires, Tenant shall have the sole right to surrender the Wires, and the Wires shall be free of all liens and encumbrances; and

(bb) All Wires shall be left in good condition, working order, properly labeled and capped or sealed at each end and in each telecommunications/electrical closet and junction box, and in safe condition.

(iv) Landlord Retains Security Deposit. Notwithstanding anything to the contrary in Paragraph 5, Landlord may retain Tenant's Security Deposit after the expiration or sooner termination of the Lease until one of the following events has occurred with respect to all of the Wires:

(aa) Landlord elects to retain the Wires pursuant to Subparagraph 7.4(d)(i)(aa);

(bb) Landlord elects to perform the Wire Restoration Work pursuant to Subparagraph 7.4(d)(i)(bb) and the Wire Restoration Work is complete and Tenant has fully reimbursed Landlord for all costs related thereto; or

(cc) Landlord elects to require Tenant to perform the Wire Restoration Work pursuant to Subparagraph 7.4(d)(i)(cc) and the Wire Restoration Work is complete and Tenant has paid for all costs related thereto.

(v) Landlord Can Apply Security Deposit. In the event that Tenant fails or refuses to pay all costs of the Wire Restoration Work within thirty (30) days of Tenant's receipt of Landlord's notice requesting Tenant's reimbursement for or payment of such costs or otherwise fails to comply with the provisions of this Subparagraph 7.4(d), Landlord may apply all or any portion of Tenant's Security Deposit toward the payment of any costs or expenses relative to the Wire Restoration Work or Tenant's obligations under this Subparagraph 7.4(d).

(vi) No Limit on Right to Sue. The retention or application of such Security Deposit by Landlord pursuant to this Subparagraph 7.4(d) does not constitute a limitation on or waiver of Landlord's right to seek further remedy under law or equity.

(vii) Survival. The provisions of this Subparagraph 7.4(d) shall survive the expiration or sooner termination of the Lease.

(e) Fire System Modifications/Maintenance. Notwithstanding anything to the contrary contained in this Lease, under no circumstances shall Tenant, its employees, agents or contractors work on, disable, shut down, tamper with, reposition, relocate, reconfigure, alter, modify, repair, or otherwise affect, in any way, the existing automatic fire extinguishing system, including fire alarm and/or smoke detection systems and equipment or any component thereof (the **"Fire Systems"**). In the event that Tenant intends to engage in any work at the Premises which will affect the Fire Systems in any way, then Tenant shall notify Landlord in writing prior to performing such work. Tenant shall not proceed with such work unless and until Tenant receives written consent from Landlord or its property manager that such work may proceed. Landlord may condition its consent on the use of a contractor of Landlord's selection, in Landlord's absolute discretion, for that portion of the work which involves the Fire Systems.

8. Insurance; Indemnity.

8.1 Payment of Premiums. The cost of the premium for the insurance policies maintained by Landlord under this Paragraph 8 shall be paid by Landlord. Premiums for policy periods commencing prior to, or extending beyond, the Term shall be pro-rated accordingly. Tenant acknowledges that Landlord may obtain required insurance coverage through a blanket policy of

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insurance covering multiple properties (including the Premises). Tenant consents to Landlord's allocation of a portion of the blanket policy premium to the Premises so long as the portion of such premium allocated to the Premises is commercially reasonable.

8.2 Liability Insurance.

(a) Carried by Tenant. Subject to the requirements of Paragraph 8.5, Tenant shall maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than Two Million and No/100ths Dollars ($2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million and No/100ths Dollars ($2,000,000.00) annual general aggregate, and Two Million and No/100ths Dollars ($2,000,000.00) products and completed operations annual aggregate. Any self insured retention under Tenant's liability insurance policy shall not exceed Five Thousand and No/100ths Dollars ($5,000.00). Tenant's liability insurance policy or policies shall: (i) include premises and operations liability coverage, products and completed operations liability coverage, broad form property damage coverage, blanket contractual liability coverage including, to the maximum extent possible, coverage for the indemnification obligations of Tenant under this Lease, and personal and advertising injury coverage; (ii) provide that the insurance company has the duty to defend all insureds under the policy; (iii) provide that defense costs are paid in addition to and do not deplete any of the policy limits; (iv) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises, the Building or the Center; and (v) extend coverage to cover liability for the actions of Tenant's agents, employees, contractors, subtenants, assignees, licensees, transferees or representatives (collectively, "**Representatives**") or its guests, customers, or visitors (collectively, **"Visitors"**).

(b) Carried by Landlord. Landlord shall also maintain liability insurance with coverage amounts as described in Paragraph 8.2(a) above, in addition to and not in lieu of, the insurance required to be maintained by Tenant. Tenant shall not be named as an additional insured therein.

8.3 Landlord's Property Insurance-Building, Improvements and Rental Value.

(a) Building and Improvements. During the Term, Landlord shall maintain in effect insurance on the Building against "special form" perils (to the extent such coverages are available), with responsible insurers, insuring the Building and the Landlord Work (if any) in an amount equal to at least eighty percent (80%) of the replacement cost thereof, excluding land, foundations, footings and underground installations. Landlord may, but shall not be obligated to, carry insurance against additional perils and/or in greater amounts.

(b) Rental Value. Landlord shall also obtain and keep in force during the Term a policy or policies in the name of Landlord, with loss payable to Landlord and any Lender(s), insuring the loss of the full rental and other charges payable by all tenants of the Building to Landlord for one year (including any scheduled rental increases). Said insurance may provide that in the event the Lease is terminated by reason of an insured loss, the period of indemnity for such coverage shall be extended beyond the date of the completion of repairs or replacement of the Premises, to provide for one full year's loss of rental revenues from the date of any such loss. Said insurance shall contain an agreed valuation provision in lieu of any co-insurance clause, and the amount of coverage shall be adjusted annually to reflect the projected rental income and other income, if any, otherwise payable, for the next 12-month period.

(c) Adjacent Premises. Tenant shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Center if said increase is caused by Tenant's acts, omissions, use or occupancy of the Premises.

(d) Tenant's Improvements. Since Landlord is the Insuring Party, Landlord shall not be required to insure Tenant-Owned Alterations and Utility Installations unless the item in question has become the property of Landlord under the terms of this Lease.

8.4 Tenant's Property Insurance. Subject to the requirements of Paragraph 8.5, Tenant at its cost shall maintain commercial property insurance providing coverage, at a minimum, for "special forms" perils on all of Tenant's personal property, Trade Fixtures and Tenant-Owned Alterations and Utility Installations in, on, or about the Premises. Such insurance shall be full replacement cost coverage with a deductible not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Tenant for the replacement of personal property and the restoration of Trade Fixtures and Tenant-Owned Alterations and Utility Installations. Upon request from Landlord, Tenant shall provide Landlord with written evidence that such insurance is in force.

8.5 Insurance Policies. Insurance required of Tenant hereunder shall be in companies duly licensed to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-VII, as set forth in the most current issue of "Best's Insurance Guide" or such other rating as may be required by a Lender. In addition, Tenant's policy of liability insurance shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that any waiver of subrogation rights or release prior to a loss does not void coverage; (iii) provide that it is primary to and not contributing with, any policy of insurance carried by Landlord covering the same loss; (iv) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Landlord, its partners, property managers and Lenders; and (v) name Landlord, the property manager (currently Buzz Oates Management Services) and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, as additional insureds. Such additional insureds shall be provided the same extent of coverage as provided to Tenant under such policies. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this Paragraph 8. Tenant shall cause to be delivered to Landlord on or before the earlier of the Early Possession Date or the Commencement Date, certificates evidencing the existence and amounts of, the insurance required under Paragraph 8.2(a) and 8.4. No such policy shall be cancelable or subject to modification except after thirty (30) days' prior written notice to Landlord. Tenant shall at least thirty (30) days prior to the expiration of such policies, furnish Landlord with evidence of renewals or "insurance binders" evidencing renewal thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Landlord upon demand.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Tenant and Landlord each hereby release and relieve the other, and waive their entire right to recover damages (whether in contract or in tort) against the other, for loss or damage to their property arising out of or incident to the perils required to be insured against under Subparagraph 8.3(a) and Paragraph 8.4. The effect of such releases and waivers of the right to recover damages shall not be limited by the amount of property insurance carried or required, or by any deductibles applicable thereto. Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Landlord's negligence and/or breach of express warranties, Tenant shall indemnify, protect, defend and hold harmless Landlord and its agents, Landlord's master or ground lessor, partners and Lenders from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, loss of permits, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with: (a) the acts or omissions of Tenant, its Representatives and/or Visitors in or about the Center; (b) the occupancy of the Premises by Tenant; (c) the conduct of Tenant's business; (d) any accident, injury or damage, howsoever and by whomsoever caused, to any person or property, occurring in or

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about the Premises during the Term; (e) out of any Default or Breach by Tenant in the performance in a timely manner of any obligation on Tenant's part to be performed under this Lease; and (f) any construction or other work undertaken by Tenant on the Premises (including any design defects). The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Landlord) litigated and/or reduced to judgment. In case any action or proceeding be brought against Landlord by reason of any of the foregoing matters, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified. Tenant's obligations under this Paragraph 8.7 shall survive the expiration or termination of the Lease.

8.8 Exemption of Landlord from Liability. Landlord shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Tenant, its Representatives and/or Visitors or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Tenant expressly acknowledges that this liability exemption is including any injury or damages that may arise due to the Premises being located in a flood hazard area. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of Landlord nor from the failure by Landlord to enforce the provisions of any other lease in the Center. Notwithstanding Landlord's negligence or breach of this Lease, Landlord shall under no circumstances be liable for injury to Tenant's business or for any loss of income or profit therefrom.

9. Damage or Destruction.

9.1 Landlord's Duty to Repair.

(a) If all or a substantial part of the Premises are rendered untenantable or inaccessible by damage to all or any part of the Center from fire or other casualty then, unless either party is entitled to and elects to terminate this Lease pursuant to Paragraphs 9.2 and 9.3 hereof, Landlord shall, at its expense, use reasonable efforts to repair and restore the Premises and/or the Center, as the case may be, to substantially their former condition to the extent permitted by then Applicable Requirements; provided, however, that in no event shall Landlord have any obligation for repair or restoration beyond the extent of insurance proceeds received by Landlord for such repair or restoration, or for any of Tenant's personal property, Trade Fixtures, Tenant-Owned Alterations and Utility Installations.

(b) If Landlord is required or elects to repair damage to the Premises and/or the Center, this Lease shall continue in effect, but Tenant's Base Rent from the date of the casualty through the date of substantial completion of the repair shall be abated with regard to any portion of the Premises that Tenant is prevented from using by reason of such damage or its repair. In no event shall Landlord be liable to Tenant by reason of any injury to or interference with Tenant's business or property arising from fire or other casualty or by reason of any repairs to any part of the Center necessitated by such casualty.

9.2 Landlord's Right to Terminate. Landlord may elect to terminate this Lease following damage by fire or other casualty under the following circumstances:

(a) If, in the reasonable judgment of Landlord, the Premises and the Center cannot be substantially repaired and restored under Applicable Requirements within one (1) year from the date of the casualty;

(b) If, in the reasonable judgment of Landlord, adequate proceeds are not, for any reason, made available to Landlord from Landlord's insurance policies (and/or from Landlord's funds made available for such purpose, at Landlord's sole option) to make the required repairs;

(c) If the Building is damaged or destroyed to the extent that, in the reasonable judgment of Landlord, the cost to repair and restore the Building would exceed twenty-five percent (25%) of the full replacement cost of the Building, whether or not the Premises are at all damaged or destroyed; or

(d) If the fire or other casualty occurs during the last year of the Term.

If any of the circumstances described in subparagraphs (a), (b), (c) or (d) of this Paragraph 9.2 occur or arise, Landlord shall notify Tenant in writing of that fact within one hundred and twenty (120) days after the date of the casualty and in such notice Landlord shall also advise Tenant whether Landlord has elected to terminate this Lease as provided above.

9.3 Tenant's Right to Terminate. If all or a substantial part of the Premises are rendered untenantable or inaccessible by damage to all or any part of the Center from fire or other casualty, then Tenant may elect to terminate this Lease under the following circumstances:

(a) Where Landlord fails to commence the required repair within one hundred and twenty (120) days after the date of the casualty, in which event Tenant may elect to terminate this Lease upon notice to Landlord given within ten (10) days after such one hundred and twenty (120)-day period; or

(b) In the circumstance described in Subparagraph 9.2(a) above; in which event Tenant may elect to terminate this Lease by giving Landlord notice of such election to terminate within thirty (30) days after Landlord's notice to Tenant pursuant to Paragraph 9.2 above.

9.4 Waiver. Landlord and Tenant each hereby waive the provisions of California Civil Code sections 1932(2), 1933(4) and any other applicable existing or future Applicable Requirements permitting the termination of a lease agreement in the event of damage or destruction under any circumstances other than as provided in Paragraphs 9.2 and 9.3 above.

10. Real Property Taxes.

10.1 Payment of Taxes. Landlord shall pay the Real Property Taxes, as defined in Paragraph 10.2, applicable to the Center.

10.2 Real Property Tax Definition. As used herein, the term **"Real Property Taxes"** shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary; any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal net income or estate taxes) imposed upon the Center by any authority having the direct or indirect power to tax, including any city, state or federal government; any school, agricultural, sanitary, fire, street, drainage, transit or traffic mitigation (including area-wide traffic improvement assessments and transportation system management fees), or other improvement district thereof, levied against any legal or equitable interest of Landlord in the Center or any portion thereof, Landlord's right to rent or other income therefrom, and/or Landlord's business of leasing the Premises; personal property taxes assessed on the personal property of Landlord used in the operation of the Center; service payments in lieu of taxes and taxes and assessments of every kind and nature whatsoever levied or assessed in addition to, in lieu of or in substitution for existing or additional real or personal property taxes on the Center or the personal property described above; and the reasonable cost of contesting by appropriate proceedings the amount or validity of any taxes, assessments or charges described above. The term **"Real Property Taxes"** shall also include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring, or changes in Applicable Law taking effect, during the term of this Lease, including but not limited to a change in

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the ownership of the Center or in the improvements thereon, the execution of this Lease, or any modification, amendment or transfer thereof, and whether or not contemplated by the Parties. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.3 Additional Improvements. Notwithstanding Paragraph 10.1 hereof, Tenant shall, however, pay to Landlord the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Tenant or at Tenant's request.

10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Landlord from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Landlord's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Tenant's Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant-Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Tenant contained in the Premises or stored within the Center, whether any such imposition is levied directly against Tenant or levied against Landlord, the Building or the Center. When possible, Tenant shall cause its Tenant-Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord. If any of Tenant's said property shall be assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant's property within ten (10) days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

11. Utilities.

11.1 Generally. Tenant shall pay directly for all utilities and services supplied to the Premises, including but not limited to electricity, telephone, security, gas and cleaning of the Premises, together with any taxes thereon. If any such utilities or services are not separately metered to the Premises or separately billed to the Premises, Tenant shall pay to Landlord a reasonable proportion to be determined by Landlord of all such charges jointly metered or billed with other premises in the Building.

11.2 Service Failure. In the event of an interruption in or failure or inability to provide any services or utilities to the Premises or Building for any reason (a "**Service Failure**"), such Service Failure shall not, regardless of its duration, impose upon Landlord any liability whatsoever, constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant's obligations under this Lease. Tenant hereby waives any benefits of any applicable existing or future law, including the provisions of California Civil Code section 1932(1), permitting the termination of this Lease due to such interruption, failure or inability.

11.3 Utility Providers. Landlord may, in Landlord's sole and absolute discretion, at any time and from time to time, contract, or require Tenant to contract, for utility services (including generation, transmission, or delivery of the utility service) with a utility service provider of Landlord's choosing. Tenant shall fully cooperate with Landlord and any utility service provider selected by Landlord. Tenant shall permit Landlord and the utility service provider to have reasonable access to the Premises and the utility equipment serving the Premises, including lines, feeders, risers, wiring, pipes, and meters. Tenant shall either pay or reimburse Landlord for all costs associated with any change of utility service, including the cost of any new utility equipment, within ten (10) days after Landlord's written demand for payment or reimbursement. Under no circumstances shall Landlord be responsible or liable for any loss, damage, or expense that Tenant may incur as a result of any change of utility service, including any change that makes the utility supplied less suitable for Tenant's needs, or for any failure, interference, or defect in any utility service. No such change, failure, interference, or defect shall constitute an actual or constructive eviction of Tenant, or entitle Tenant to any abatement of rent, or relieve Tenant from any of Tenant's obligations under this Lease.

12. Assignment and Subletting.

12.1 Landlord's Consent Required.

(a) Subject to subparagraph 12.1(f) below, Tenant shall not voluntarily or by operation of law assign, transfer, mortgage or otherwise transfer or encumber (collectively, "assign") or sublet all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent given under and subject to the terms of Paragraph 31. The parties hereto agree and acknowledge that, among other circumstances for which Landlord could reasonably withhold consent to a proposed assignment or sublease, it shall be reasonable for Landlord to withhold consent where (i) the proposed assignee or subtenant does not intend itself to occupy the entire portion of the Premises assigned or sublet, (ii) Landlord reasonably disapproves of the assignee's or subtenant's business operating ability or history, reputation or creditworthiness or the character of the business to be conducted by the assignee or subtenant at the Premises, (iii) the assignee or subtenant is a governmental agency or unit, (iv) the assignee or subtenant is an existing tenant in the Building or Center or a party with whom Landlord has negotiated to lease space in the Center within the preceding six (6) months, (v) the proposed transfer would violate any "exclusive" rights of any tenants in the Center, (vi) the rental and other consideration payable by the assignee or subtenant is less than that currently being paid by tenants under new leases of comparable space in the Center, (vii) Tenant is in default under this Lease, (viii) such assignee's or subtenant's proposed use is not permitted under Paragraph 6 hereof, (ix) such assignee's or subtenant's proposed use would increase the density of occupation in the Premises or use of the Building's parking facilities, (x) the assignment or sublease would result in there being more than two (2) separate entities or businesses occupying the Premises, (xi) the assignment or sublease would constitute a sub-sublease, or (xii) Landlord otherwise determines that the proposed assignment or sublease would have the effect of decreasing the value of the Building or increasing the expenses associated with operating, maintaining and repairing the Building or the Center. In no event may Tenant publicly offer or advertise all or any portion of the Premises for assignment or sublease at a rental less than that then sought by Landlord for a direct lease (non-sublease) of comparable space in the Building or the Center.

(b) A change in the control of Tenant shall constitute an assignment requiring Landlord's consent. The transfer, on a cumulative basis, of twenty-five percent (25%) or more of the voting control of Tenant shall constitute a change in control for this purpose.

(c) The involvement of Tenant or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, refinancing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Tenant's assets occurs, which results or will result in a reduction of the Net Worth of Tenant, as hereinafter defined, by an amount equal to or greater than twenty-five percent (25%) of such Net Worth of Tenant as it was represented to Landlord at the time of full execution and delivery of this Lease or at the time of the most recent assignment to which Landlord has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, at whichever time said Net Worth of Tenant was or is greater, shall be considered an assignment of this Lease by Tenant to which Landlord may reasonably withhold its consent. **"Net Worth of Tenant"** for purposes of this Lease shall be the net worth of Tenant (excluding any Guarantors) established under generally accepted accounting principles consistently applied.

(d) An assignment or subletting of Tenant's interest in this Lease without Landlord's specific prior written

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consent shall, at Landlord's option, be a Default curable after notice per Paragraph 13.1, or a non-curable Breach without the necessity of any notice and grace period. If Landlord elects to treat such unconsented to assignment or subletting as a non-curable Breach, Landlord shall have the right to either: (i) terminate this Lease in accordance with Paragraph 13.2 hereof, or (ii) upon thirty (30) days' written notice **("Landlord's Notice")**, increase the monthly Base Rent for the Premises to the greater of the then fair market rental value of the Premises, as reasonably determined by Landlord, or one hundred ten percent (110%) of the Base Rent then in effect. Pending determination of the new fair market rental value, if disputed by Tenant, Tenant shall pay the amount set forth in Landlord's Notice, with any overpayment credited against the next installment(s) of Base Rent coming due, and any underpayment for the period retroactively to the effective date of the adjustment being due and payable immediately upon the determination thereof. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Tenant shall be subject to similar adjustment to the then fair market value as reasonably determined by Landlord (without the Lease being considered an encumbrance or any deduction for depreciation or obsolescence, and considering the Premises at its highest and best use and in good condition) or one hundred ten percent (110%) of the price previously in effect, (ii) any index-oriented rental or price adjustment formulas contained in this Lease shall be adjusted to require that the base index be determined with reference to the index applicable to the time of such adjustment, and (iii) any fixed rental adjustments scheduled during the remainder of the Term shall be increased in the same ratio as the new rental bears to the Base Rent in effect immediately prior to the adjustment specified in Landlord's Notice.

(e) Tenant's remedy for any breach of this Paragraph 12.1 by Landlord shall be limited to compensatory damages and/or injunctive relief.

(f) Notwithstanding any of the above provisions of this Paragraph 12 to the contrary, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's written consent, but subject to all other provisions of this Lease, to any corporation or other entity which controls, is controlled by, or is under common control with Tenant, or to any corporation or other entity resulting from a merger or consolidation of Tenant (collectively, an **"Affiliate"**), subject to all the terms of this Lease (except only that Landlord shall not be entitled to terminate this Lease pursuant to Paragraph 12.2(i) below) upon such an assignment or sublease to an Affiliate, provided that (i) the Affiliate assumes in writing all of Tenant's obligations under this Lease, and (ii) the original entity executing this Lease as "Tenant" remains fully liable under this Lease, and (iii) Landlord receives written notification of such transfer and Landlord is provided with all relevant documents requested by Landlord, at least twenty (20) days prior to the effective date of such transfer, and (iv) Tenant is not then and has not been in Default under this Lease; (v) the intended transferee has a tangible net worth, as evidenced by financial statements delivered to Landlord and certified by an independent certified public accountant in accordance with generally accepted accounting principles that are consistently applied ("**Net Worth**"), at least equal to the Net Worth of Tenant (as defined in 12.1(c) above) either immediately before the proposed assignment or subletting or as of the date of this Lease, whichever is greater, and (vi) such transfer is not a subterfuge by Tenant to avoid its obligations under this Lease or the restrictions on assignment and subletting under this Paragraph 12.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Landlord's consent, any assignment or subletting shall not (i) be effective without the express written assumption by such assignee or subtenant of the obligations of Tenant under this Lease, (ii) release Tenant of any obligations hereunder, nor (iii) alter the primary liability of Tenant for the payment of Base Rent and other sums due Landlord hereunder or for the performance of any other obligations to be performed by Tenant under this Lease.

(b) Landlord may accept any rent or performance of Tenant's obligations from any person other than Tenant pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of any rent for performance shall constitute a waiver or estoppel of Landlord's right to exercise its remedies for the Default or Breach by Tenant of any of the terms, covenants or conditions of this Lease.

(c) The consent of Landlord to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting by Tenant or to any subsequent or successive assignment or subletting by the assignee or subtenant. However, Landlord may consent to subsequent subletting and assignments of the sublease or any amendments or modifications thereto without notifying Tenant or anyone else liable under this Lease or the sublease and without obtaining their consent, and such action shall not relieve such persons from liability under this Lease or the sublease.

(d) In the event of any Default or Breach of Tenant's obligation under this Lease, Landlord may proceed directly against Tenant, any Guarantor or anyone else responsible for the performance of the Tenant's obligations under this Lease, including any assignee or subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Landlord's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or subtenant, including but not limited to the intended use and/or required modification of the Premises, if any, together with a non-refundable deposit of $1,000 or ten percent (10%) of the monthly Base Rent applicable to the portion of the Premises which is the subject of the proposed assignment or sublease, whichever is greater, as reasonable consideration for Landlord's considering and processing the request for consent. Tenant agrees to provide Landlord with such other or additional information and/or documentation as may be reasonably requested by Landlord.

(f) Any assignee of, or subtenant under, this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed, for the benefit of Landlord, to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Tenant during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Landlord has specifically consented in writing.

(g) The occurrence of a transaction described in Paragraph 12.2(c) shall give Landlord the right (but not the obligation) to require that the Security Deposit be increased by an amount equal to six (6) times the then monthly Base Rent, and Landlord may make the actual receipt by Landlord of the Security Deposit increase a condition to Landlord's consent to such transaction.

(h) Landlord, as a condition to giving its consent to any assignment or subletting, may require that the amount and adjustment schedule of the rent payable under this Lease be adjusted to what is then the market value and/or adjustment schedule for property similar to the Premises as then constituted, as determined by Landlord.

(i) Notwithstanding any of the above provisions of this Paragraph 12 to the contrary, if Tenant notifies Landlord that it desires to assign or sublet Tenant's interest in this Lease, Landlord, in lieu of consenting to such assignment or subletting, may elect (x) in the case of an assignment or a sublease of the entire Premises, to terminate this Lease, or (y) in the case of a sublease of less than the entire Premises, to terminate this Lease as it relates to the space proposed to be subleased by Tenant. In such event, this Lease will terminate (or the space proposed to be subleased will be removed from the Premises subject to this Lease and the Base Rent under this Lease shall be proportionately reduced) on the date the transfer was proposed to be effective, and Landlord may lease such space to any party, including the prospective transferee identified by Tenant.

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Tenant of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Tenant hereby assigns and transfers to Landlord all of Tenant's interest in all rentals and income arising

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from any sublease of all or a portion of the Premises heretofore or hereafter made by Tenant, and Landlord may collect such rent and income and apply same toward Tenant's obligations under this Lease; provided, however, that until a Breach (as defined in Paragraph 13.1) shall occur in the performance of Tenant's obligations under this Lease, Tenant may, except as otherwise provided in this Lease, receive, collect and enjoy the rents accruing under such sublease. Landlord shall not, by reason of the foregoing provision or any other assignment of such sublease to Landlord, nor by reason of the collection of the rents from a subtenant, be deemed liable to the subtenant for any failure of Tenant to perform and comply with any of Tenant's obligations to such subtenant under such sublease. Tenant hereby irrevocably authorizes and directs any such subtenant, upon receipt of a written notice from Landlord stating that a Breach exists in the performance of Tenant's obligations under this Lease, to pay to Landlord the rents and other charges due and to become due under the sublease. Subtenant shall rely upon any such statement and request from Landlord and shall pay such rents and other charges to Landlord without any obligation or right to inquire as to whether such Breach exists and notwithstanding any notice from or claim from Tenant to the contrary. Tenant shall have no right or claim against such subtenant, or, until the Breach has been cured, against Landlord, for any such rents and other charges so paid by said subtenant to Landlord.

(b) In the event of a Breach by Tenant in the performance of its obligations under this Lease, Landlord, at its option and without any obligation to do so, may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of the sublandlord under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Landlord shall not be liable for any prepaid rents or security deposit paid by such subtenant to such sublandlord or for any other prior defaults or breaches of such sublandlord under such sublease.

(c) Any matter or thing requiring the consent of the sublandlord under a sublease shall also require the consent of Landlord herein.

(d) No subtenant under a sublease approved by Landlord shall further assign or sublet all or any part of the Premises without Landlord's prior written consent.

(e) Landlord shall deliver a copy of any notice of Default or Breach by Tenant to the subtenant, who shall have the right to cure the Default of Tenant within the grace period, if any, specified in such notice. The subtenant shall have a right of reimbursement and offset from and against Tenant for any such Defaults cured by the subtenant.

13. Default; Breach; Remedies.

13.1 Default; Breach. Landlord and Tenant agree that if an attorney is consulted by Landlord in connection with a Tenant Default or Breach (as hereinafter defined), $350.00 is a reasonable minimum sum per such occurrence for attorneys' fees in the preparation of a notice of Default, and that Landlord may include the cost of such preparation, together with any and all costs of service of said notice, in said notice as rent due and payable to cure said Default. A **"Default"** by Tenant is defined as a failure by Tenant to observe, comply with or perform any of the terms, covenants, conditions or rules applicable to Tenant under this Lease. A **"Breach"** by Tenant is defined as the occurrence of any one or more of the following Defaults, and, where a grace period for cure after notice is specified herein, the failure by Tenant to cure such Default prior to the expiration of the applicable grace period, and shall entitle Landlord to pursue the remedies set forth in Paragraphs 13.2 and/or 13.3:

(a) The vacating of the Premises without the intention to reoccupy same, or the abandonment of the Premises.

(b) Except as expressly otherwise provided in this Lease, the failure by Tenant to make any payment of Base Rent, or any other monetary payment required to be made by Tenant hereunder as and when due, the failure by Tenant to provide Landlord with reasonable evidence of insurance or surety bond required under this Lease, or the failure of Tenant to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of three (3) days following written notice thereof by or on behalf of Landlord to Tenant.

(c) Except as expressly otherwise provided in this Lease, the failure by Tenant to provide Landlord with reasonable written evidence (in duly executed original form, if applicable) of (i) compliance with Applicable Laws per Paragraph 2.4 and Applicable Requirements per Paragraph 6.3, (ii) the inspection, maintenance and service contract required under Subparagraph 7.1(b), (iii) the rescission of an unauthorized assignment or subletting per Paragraph 12.1, (iv) an estoppel certificate per Paragraph 16, (v) the subordination or non-subordination of this Lease per Paragraph 26, (vi) the guaranty of the performance of Tenant's obligations under this Lease if required under Paragraphs 1.11 and 32, (vii) the execution of any document requested under Paragraph 37, or (viii) any other documentation or information which Landlord may reasonably require of Tenant under the terms of this Lease, where any such failure continues for a period of ten (10) days following written notice by or on behalf of Landlord to Tenant.

(d) A Default by Tenant as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 35 hereof that are to be observed, complied with or performed by Tenant, other than those described in Subparagraphs 13.1 (a), (b) or (c), above, where such Default continues for a period of thirty (30) days after written notice thereof by or on behalf of Landlord to Tenant; provided, however, that if the nature of Tenant's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach of this Lease by Tenant if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(e) The occurrence of any of the following events: (i) Tenant ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) is adjudicated an insolvent, files a petition (or files an answer admitting the material allegations of a petition) seeking relief under any state or federal bankruptcy or other statute, law or regulation affecting creditors' rights; (iv) all or substantially all of Tenant's assets are subject to judicial seizure or attachment and are not released within thirty (30) days; or (v) Tenant consents to or acquiesces in the appointment of a trustee, receiver or liquidator for Tenant or for all or any substantial part of Tenant's assets.

(f) The discovery by Landlord that any financial statement of Tenant or of any Guarantor, given to Landlord by Tenant or any Guarantor, was materially false.

(g) If the performance of Tenant's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such Guaranty, (iii) a Guarantor becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the Guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory breach basis, and Tenant's failure, within sixty (60) days following written notice by or on behalf of Landlord to Tenant of any such event, to provide Landlord with written alternative assurances of security, which, when coupled with the then existing resources of Tenant, equals or exceeds the combined financial resources of Tenant and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Tenant fails to perform any affirmative duty or obligation of Tenant under this Lease, within ten (10) days after written notice to Tenant (or in case of an emergency, without notice), Landlord may at its option (but without obligation to do so), perform such duty or obligation on Tenants behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Landlord shall be due and payable by Tenant to Landlord upon invoice therefor. If any check given to Landlord by Tenant shall not be honored by the bank upon which it is drawn, Landlord, at its own option, may require all future payments to be made under this Lease by Tenant to be made only by cashier's check. In the event of a Breach of this Lease by Tenant (as defined in Paragraph 13.1), with or without further notice or demand, Landlord shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law:

(a) Landlord may terminate Tenant's right to possession of the Premises at any time by written notice to Tenant. Tenant expressly acknowledges that in the absence of such written notice from Landlord, no other act of Landlord, including re-entry into the Premises, efforts to relet the Premises, reletting of the Premises for Tenant's account, storage of

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Tenant's personal property and Trade Fixtures, acceptance of keys to the Premises from Tenant or exercise of any other rights and remedies under this Paragraph, shall constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenant's right to possession of the Premises. Upon such termination in writing of Tenant's right to possession of the Premises, as herein provided, this Lease shall terminate and Landlord shall be entitled to recover damages from Tenant as provided in California Civil Code section 1951.2 and any other applicable existing or future law providing for recovery of damages for such Breach, including: (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Landlord in connection with this Lease applicable to the unexpired term of this Lease; and (v) any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law. The worth at the time of award of the amount referred to in provisions (i) through (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco or the Federal Reserve Bank District in which the Premises are located at the time of award plus one percent (1%), but in no case greater than the maximum amount of interest permitted by law. Efforts by Landlord to mitigate damages caused by Tenant's Default or Breach of this Lease shall not waive Landlord's right to recover damages under this Paragraph 13.2. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding the unpaid rent and damages as are recoverable therein, or Landlord may reserve the right to recover all or any part thereof in a separate suit for such rent and/or damages. If a notice and grace period required under Subparagraph 13.1(b), (c) or (d) was not previously given, a notice to pay rent or quit, or to perform or quit, as the case may be, given to Tenant under any statute authorizing the forfeiture of leases for unlawful detainer shall also constitute the applicable notice for grace period purposes required by Subparagraph 13.1(b), (c) or (d). In such case, the applicable grace period under the unlawful detainer statue shall run concurrently after the one such statutory notice, and the failure of Tenant to cure the Default within the greater of the two (2) such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Landlord to the remedies provided for in this Lease and/or by said statute.

(b) Landlord may continue the Lease and Tenant's right to possession in effect (under California Civil Code section 1951.4) after Tenant's Breach and recover the rent as it becomes due, provided Tenant has the right to sublet or assign, subject only to reasonable limitations. Landlord and Tenant agree that the limitations on assignment and subletting in this Lease are reasonable. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver to protect Landlord's interest under this Lease, shall not constitute a termination of Tenant's right to possession.

(c) Landlord may pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Premises are located.

(d) The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Tenant's use and/or occupancy of the Premises.

(e) Acceptance of a partial payment shall not constitute a waiver under this Lease or at law or equity, including, without limitation, the right to recover possession of the Premises.

13.3 Inducement Recapture In Event of Breach. Any agreement by Landlord for free or abated rent or other charges applicable to the Premises, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, or any Option (as defined in Paragraph 34 below), so given, or any inducement or consideration for Tenant's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"** shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease to be performed or observed by Tenant during the Term. Upon the occurrence of a Breach (as defined in Paragraph 13.1) of this Lease by Tenant, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord, and recoverable by Landlord, as additional rent due under this Lease, notwithstanding any subsequent cure of said Breach by Tenant. The acceptance by Landlord of rent or the cure of the Breach which initiated the operation of this Paragraph 13.3 shall not be deemed a waiver by Landlord of the provisions of this Paragraph 13.3 unless specifically so stated in writing by Landlord at the time of such acceptance.

13.4 Assignments and Subleases of Tenant. Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Paragraph 13, Landlord shall have the right to terminate any and all assignments and subleases entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such assignments or subleases. In the event of Landlord's election to succeed to Tenant's interest in any such assignments or subleases, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of the floor area of the Premises, or more than twenty-five percent (25%) of the portion of the Common Areas designated for Tenant's parking, is taken by condemnation, Tenant may, at Tenant's option, to be exercised in writing within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. No reduction of Base Rent shall occur if the condemnation does not apply to any portion of the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution of value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any compensation, separately awarded to Tenant for Tenant's relocation expenses and/or loss of the Trade Fixtures. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall to the extent of its net severance damages received, over and above Tenant's share of the legal and other expenses incurred by Landlord in the condemnation matter, repair any damage to the Premises caused by such condemnation authority. In no event shall Landlord have any obligation to repair or replace any improvements in the Premises beyond the amount of the net severance damages received by Landlord for such repair or to repair or replace any of Tenant's personal property, Trade Fixtures, Alterations or Utility Installations. Tenant shall be responsible for the payment of any amount in excess of such net severance damages required to complete such repair. Landlord and Tenant each hereby waive the provisions of California Code of Civil Procedure section 1265.130 and any other applicable existing or future law allowing either party to petition for a termination of this Lease upon a

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partial taking of the Premises and/or the Center.

15. Brokers. Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder other than as named in Paragraph 1.10(a) in connection with the negotiation of this Lease and/or the consummation of the transaction contemplated hereby, and that no broker or other person, firm or entity other than said named Broker(s) is entitled to any commission or finder's fee in connection with said transaction. Tenant and Landlord do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, and/or attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates and Financial Statements.

16.1 Estoppel Certificates. Within ten (10) days after written request therefor, Tenant shall execute and deliver to Landlord, in a form provided by or satisfactory to Landlord, a certificate stating that this Lease is in full force and effect, describing any amendments or modifications hereto, acknowledging that this Lease is subordinate or prior, as the case may be, to any Security Device (as defined in Paragraph 26.1 below and stating any other information Landlord may reasonably request, including the Term, the monthly Base Rent, the date to which Rent has been paid, the amount of any Security Deposit or prepaid rent, whether either party hereto is in default under the terms of the Lease, and whether Landlord has completed its construction obligations hereunder (if any), and providing such other information concerning this Lease or the Premises as Landlord may reasonably request. Any person or entity purchasing, acquiring an interest in or extending financing with respect to the Center shall be entitled to rely upon any such certificate. If Tenant fails to deliver such certificate within ten (10) days after Landlord's second written request therefor, Tenant shall be liable to Landlord for any damages incurred by Landlord including any profits or other benefits from any financing of the Center or any interest therein which are lost or made unavailable as a result, directly or indirectly, of Tenant's failure or refusal to timely execute or deliver such estoppel certificate.

16.2 Financial Statement. If Landlord desires to finance, refinance, or sell the Premises, the Building or the Center, or any part thereof, Tenant and Guarantor(s) shall deliver to any potential lender or purchaser designated by Landlord such financial statements of Tenant and Guarantor(s) as may be reasonably required by such lender or purchaser, including but not limited to Tenant's financial statements for the past three (3) years. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Landlord's Liability. The term **"Landlord"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises. In the event of a transfer of Landlord's title or interest in the Premises or in this Lease, Landlord shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Landlord at the time of such transfer or assignment. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Landlord shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Landlord. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Landlord shall be binding only upon the Landlord as hereinabove defined. Notwithstanding any other term or provision of this Lease, the liability of Landlord for its obligations under this Lease is limited solely to Landlord's interest in the Building as the same may from time to time be encumbered, and no personal liability shall at any time be asserted or enforceable against any other assets of Landlord or against Landlord's partners or members or its or their respective partners, trustees, shareholders, members, directors, officers or managers on account of any of Landlord's obligations or actions under this Lease.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

20. Notices.

20.1 Notice Requirements. All notices, demands, requests, consents or approvals required or permitted by this Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by electronic mail (provided such electronic mail notice shall only be valid if followed with a notice sent in one of the other methods specified above), and shall be deemed sufficiently given if served in a manner specified in this Paragraph 20. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notice purposes. Either Party may by written notice to the other specify a different address for notice purposes, except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for the purpose of mailing or delivering notices to Tenant. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by written notice to Tenant. If Tenant sublets the Premises, notices from Landlord shall be effective on the subtenant when given to Tenant pursuant to this Paragraph. Notwithstanding any provision of this Lease to the contrary, if this Lease (or any rider, addendum or subsequent amendment hereto) grants Tenant any Option (as defined in Paragraph 34 below), the exercise of such Option shall be valid only if Landlord actually receives written notice thereof from Tenant by the date that such Option expires.

20.2 Date of Notice. Any notice delivered personally or sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery (or refusal of delivery or receipt). If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the United States Postal Service or courier. Notice given by electronic mail in accordance with the terms of hereof will be deemed to be received on the business day of delivery if transmitted during business hours or the next business day if after business hours. If notice is received on a Saturday or a Sunday or a legal holiday, it shall be deemed received on the next business day.

20.3 Replacement of Statutory Notice Requirements. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by Code of Civil Procedure section 1161 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Lease) in the manner required by Paragraph 20.1 shall replace and satisfy the statutory service-of-notice procedures, including those required by Code of Civil Procedure section 1162 or any similar or successor statute.

21. Waivers. No provisions of this Lease shall be deemed waived by Landlord or Tenant unless such waiver is in a writing signed by the waiving party. No waiver by Landlord of the Default or Breach of any term, covenant or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Tenant of the

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same or any other term, covenant or condition hereof. Landlord's consent to, or approval of, any such act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. Regardless of Landlord's knowledge of a Default or Breach at the time of accepting rent, the acceptance of rent by Landlord shall not be a waiver of any Default or Breach by Tenant of any provision hereof. Any payment given Landlord by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment.

22. No Right to Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant (directly or through any assignee, subtenant, transferee or other successor-in-interest of Tenant) remains in possession of the Premises after the expiration or termination of this Lease, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease, except that the monthly Base Rent during Tenant's holding over shall be one hundred twenty five percent (125%) of the Base Rent payable in the last full month prior to such holding over. Acceptance by Landlord of rent after such termination shall not constitute a renewal of this Lease; and nothing contained in this provision shall be deemed to waive Landlord's right of re-entry or any other right hereunder or at law. Tenant shall indemnify, defend and hold Landlord harmless from and against all claims arising or resulting directly or indirectly from Tenant's failure to timely surrender the Premises, including (i) any rent payable by or any loss, cost, or damages claimed by any prospective tenant of the Premises, and (ii) Landlord's damages as a result of such prospective tenant rescinding or refusing to enter into the prospective lease of the Premises by reason of such failure to timely surrender the Premises.

23. Cumulative Remedies. No remedy or election of Landlord hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

24. Independent Covenants. This Lease shall be construed as though the covenants of Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord; provided, however, that the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof.

25. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the County in which the Premises are located.

26. Subordination; Attornment.

26.1 Subordination. This Lease and any Option (as defined in Paragraph 34 below) granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed by Landlord upon the real property of which the Premises are a part, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees that the Lenders holding any such Security Device shall have no duty, liability or obligation to perform any of the obligations of Landlord under this Lease, but that in the event of Landlord's default with respect to any such obligation, Tenant will give any Lender whose name and address have been furnished Tenant in writing for such purpose notice of Landlord's default. If any Lender shall elect to have this Lease granted hereby superior to the lien of its Security Device and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

26.2 Attornment. In the event that Landlord transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) provided such new owner is willing to not disturb Tenant so long as Tenant is not in Default, Tenant shall attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Lease shall automatically become a new lease between Tenant and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Landlord shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Landlord's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which tenant might have against any prior landlord; (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior landlord. Tenant waives its right under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease as a result of any sale of the Premises or the foreclosure or termination of any Security Device.

26.3 Non-Disturbance. With respect to Security Devices entered into by Landlord after the execution of this Lease, Landlord shall use reasonable, good faith efforts to obtain a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from its Lender which provides that Tenant's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Tenant is not in Default hereof and attorns to the record owner of the Premises. Tenant acknowledges that the Non-Disturbance Agreement may contain the limitations on liability of the succeeding owner set forth in Paragraph 26.2 above, and will be in the form that the Lender typically provides tenants such as Tenant, taking into account the terms of this Lease, the creditworthiness of Tenant and such criteria as its Lender customarily applies. Such Non-Disturbance Agreement may provide, among other things, that (i) such Lender shall be entitled to receive notice of any Landlord default under this Lease plus a reasonable opportunity to cure such default; (ii) such Lender shall not be bound by any modification or amendment to this Lease, or any cancellation or surrender of this Lease, without such Lender's consent, (iii) such Lender shall not be bound by any obligation under this Lease or any agreement to perform or pay for any improvements to the Premises; and (iv) such Lender or any successor landlord shall not: (a) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Tenant might have against any prior landlord; (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior landlord. Landlord shall have no obligation to negotiate the terms of the Non-Disturbance Agreement on Tenant's behalf, or to incur any legal fees or other out-of-pocket expenses in obtaining the Non-Disturbance Agreement.

26.4 Self-Executing. The agreements contained in this Paragraph 26 shall be effective without the execution of any further documents; provided, however, that upon written request from Landlord or a Lender in connection with a sale, financing or refinancing of Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any such subordination or non-subordination, attornment and/or non-disturbance agreement as is provided for herein.

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27. Attorneys' Fee. If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term **"Prevailing Party"** shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. Landlord shall be entitled to attorneys' fees, costs and expenses incurred in preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

28. Landlord's Access; Showing Premises. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of showing the same to prospective purchasers, lenders, or tenants. Landlord may, at any time, place on or about the Premises, the Building or the Center any ordinary "For Sale" and "For Lease" signs. All such activities of Landlord shall be without abatement of rent or liability to Tenant.

29. Signs. Tenant shall not place any sign upon the exterior of the Premises or the Building or in the Common Areas, except that Tenant may, with Landlord's prior written consent, install (but not on the roof) such signs as are reasonably required to advertise Tenant's own business so long as such signs are in a location designated by Landlord and comply with Applicable Requirements and the signage criteria or guidelines established for the Center by Landlord. The installation of any sign on the Premises by or for Tenant shall be subject to the provisions of Paragraph 7 (Maintenance, Repairs, Utility Installations, Trade Fixtures and Alterations). Unless otherwise expressly agreed herein, Landlord reserves all rights to the use of the roof of the Building, and the right to install advertising signs on the Building, including the roof, which do not unreasonably interfere with the conduct of Tenant's business. Landlord shall be entitled to all revenues from such advertising signs.

30. Termination; Merger. Unless specifically stated otherwise in writing by Landlord, the voluntary or other surrender of this Lease by Tenant, the mutual termination or cancellation hereof, or a termination hereof by Landlord for Breach by Tenant, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, Landlord shall, in the event of any such surrender, termination or cancellation, have the option to continue any one or all of any existing subtenancies. Landlord's failure within ten (10) days following any such event to make a written election to the contrary by written notice to the holder of any such subtenancy interest, shall constitute Landlord's election to have such event constitute the termination of such interest.

31. Consents.

(a) Except for Paragraph 6.1 hereof (Permitted Use) or as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Landlord's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Tenant for any Landlord consent pertaining to this Lease or the Premises, including but not limited to consents to an assignment a subletting or the presence or use of a Hazardous Substance, shall be paid by Tenant to Landlord upon receipt of an invoice and supporting documentation therefor. In addition to the deposit described in Paragraph 12.2(e), Landlord may, as a condition to considering any such request by Tenant, require that Tenant deposit with Landlord an amount of money (in addition to the Security Deposit held under Paragraph 5) reasonably calculated by Landlord to represent the cost Landlord will incur in considering and responding to Tenant's request. Any unused portion of said deposit shall be refunded to Tenant without interest. Landlord's consent to any act, assignment of this Lease or subletting of the Premises by Tenant shall not constitute an acknowledgment that no Default or Breach by Tenant of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Landlord at the time of such consent.

(b) All conditions to Landlord's consent authorized by this Lease are acknowledged by Tenant as being reasonable. The failure to specify herein any particular condition to Landlord's consent shall not preclude the impositions by Landlord at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given.

(c) If it is determined that Landlord failed to give its consent where it was required to do so under this Lease, Tenant shall be entitled to injunctive relief but shall not to be entitled to monetary damages or to terminate this Lease for such failure. Without limiting the generality of the foregoing, if Tenant claims that Landlord has unreasonably withheld or delayed its consent under Paragraph 12 of this Lease with respect to any proposed assignment or subletting, Tenant's sole remedy shall be an injunction for the relief sought, and Tenant waives the benefit of the remedies provided under Civil Code section 1995.310, and any similar or successor statute, judicial decision or other law that purports to allow Tenant to terminate this Lease or to seek damages under such circumstances.

32. Intentionally Deleted.

33. Quiet Possession. Upon payment by Tenant of the rent for the Premises and the performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease, including, without limitation, Paragraph 26 (Subordination and Attornment).

34. Options.

34.1 Definition. As used in this Lease, the word **"Option"** has the following meaning: (a) the right to extend the term of this Lease or to renew this Lease or to extend or renew any lease that Tenant has on other property of Landlord; (b) the right of first refusal to lease the Premises or the right of first offer to lease the Premises or the right of first refusal to lease other property of Landlord or the right of first offer to lease other property of Landlord; (c) the right to purchase the Premises, or the right of first refusal to purchase the Premises, or the right of first offer to purchase the Premises, or the right to purchase other property of Landlord, or the right of first refusal to purchase other property of Landlord, or the right of first offer to purchase other property of Landlord.

34.2 Options Personal to Original Tenant. Each Option granted to Tenant in this Lease is personal to the original Tenant named in Paragraph 1.1 hereof, and cannot be voluntarily or involuntarily assigned or exercised by any person or entity other than said original Tenant while the original Tenant is in full and actual possession of the Premises and without the intention of thereafter assigning or subletting. The Options, if any, herein granted to Tenant are not assignable, either as a part of an assignment of this Lease or separately or apart therefrom, and no Option may be separated from this Lease in any manner, by reservation or otherwise.

34.3 Multiple Options. In the event that Tenant has any multiple Options to extend or renew this Lease, a later option cannot be exercised unless the prior options to extend or renew this Lease have been validly exercised.

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34.4 Effect of Default on Options.

(a) Tenant shall have no right to exercise an Option, notwithstanding any provision in the grant of Option to the contrary: (i) during the period commencing with the giving of any notice of Default under Paragraph 13.1 and continuing until the noticed Default is cured, or (ii) during the period of time any monetary obligation due Landlord from Tenant is unpaid (without regard to whether notice thereof is given Tenant), or (iii) during the time Tenant is in Breach of this Lease, or (iv) in the event that Landlord has given to Tenant three (3) or more notices of separate Defaults under Paragraph 13.1 during the twelve (12) month period immediately preceding the exercise of the Option, whether or not the Defaults are cured.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise an Option because of the provisions of Paragraph 34.4(a).

(c) All rights of Tenant under the provisions of an Option shall terminate and be of no further force or effect, notwithstanding Tenant's due and timely exercise of the Option, if, after such exercise and during the term of this Lease, (i) Tenant fails to pay to Landlord a monetary obligation of Tenant for a period of thirty (30) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant), or (ii) Landlord gives to Tenant three (3) or more notices of separate Defaults under Paragraph 13.1 during any twelve (12) month period, whether or not the Defaults are cured, or (iii) if Tenant commits a Breach of this Lease.

34.5 Construction. The provisions of this Paragraph 34 shall apply only if Tenant is specifically granted an option under a separate provision of this Lease. In no event shall this Paragraph 34 be construed as granting Tenant an option if no such separate provision exists.

35. Rules and Regulations. Tenant agrees that it will abide by, and keep and observe all reasonable, non-discriminatory rules and regulations (**"Rules and Regulations"**) which Landlord may make from time to time for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Center and their invitees.

36. Security Measures. Tenant hereby acknowledges that the rental payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of the Premises, Tenant, its Representatives and Visitors and their property from the acts of third parties. Subject to Landlord's prior written approval, which approval may be withheld or conditioned in Landlord's sole and absolute discretion, and Tenant's compliance with the provisions of Paragraph 7.3 above, Tenant may, at its sole cost and expense, install cameras or similar security equipment or a security system (**"Security System"**) in, on or around the Premises; provided however, no such Security System shall interfere with or infringe upon the rights of the other tenants of the Building or Center. Tenant shall be solely responsible, at its sole cost and expense, for any necessary maintenance, repair or replacement of the Security System. Any such Security System shall be used and operated in compliance with all Applicable Laws. Tenant agrees that in no event shall Landlord, or its agents, employees, contractors and representatives, have any liability or responsibility for the operation or effectiveness of the Security System. Tenant acknowledges that the indemnification obligation set forth in Paragraph 8.7 of this Lease shall include an obligation to defend and indemnify Landlord against any liability, injury or damage arising out of Tenant's installation, use, operation or removal of any such Security System.

37. Reservations. Landlord reserves the right, from time to time, to grant, without the consent or joinder of Tenant, such easements, rights of way, utility raceways, and dedications that Landlord deems necessary, and to cause the recordation of parcel maps, covenants, conditions and restrictions, as long as such easements, rights of way, utility raceways, dedications, maps, covenants, conditions and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easement rights, dedication, map or restrictions.

38. Authority. If either Party hereto is a corporation, trust, general or limited partnership or a limited liability company, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. If Tenant is a corporation, trust, general or limited partnership or a limited liability company, Tenant shall, within thirty (30) days after request by Landlord, deliver to Landlord evidence satisfactory to Landlord of such authority.

39. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

40. Offer. Preparation of this Lease by either Landlord or Tenant or Landlord's agent or Tenant's agent and submission of same to Tenant or Landlord shall not be deemed an offer to lease.

41. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. The Parties shall amend this Lease from time to time to reflect any adjustments that are made to the Base Rent or other rent payable under this Lease.

42. Multiple Parties. Except as otherwise expressly provided herein, if more than one person or entity is named herein as either Landlord or Tenant, the obligations of such multiple parties shall be the joint and several responsibility of all such persons or entities named herein as such Landlord or Tenant.

43. Entry, Inspection and Closure. Upon reasonable oral or written notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Premises at all reasonable times to determine whether the Premises are in good condition, to determine whether Tenant is complying with its obligations under this Lease, to perform any maintenance or repair of the Premises or the Building that Landlord has the right or obligation to perform, to install or repair improvements for other tenants where access to the Premises is required for such installation or repair, to serve, post or keep posted any notices required or allowed under the provisions of this Lease, or to do any other act or thing necessary for the safety or preservation of the Premises or the Building. When reasonably necessary, Landlord may temporarily close entrances, doors, corridors, elevators or other facilities in the Building without liability to Tenant by reason of such closure. Landlord shall conduct its activities under this Paragraph 43 in a manner that will minimize inconvenience to Tenant without incurring additional expense to Landlord. In no event shall Tenant be entitled to an abatement of rent on account of any entry by Landlord, and Landlord shall not be liable in any manner for any inconvenience, loss of business or other damage to Tenant or other persons arising out of Landlord's entry on the Premises in accordance with this Paragraph 43. No action by Landlord pursuant to this Paragraph 43 shall constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant's obligations under this Lease.

44. Force Majeure. If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood,

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excessive rain or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

45. Drafting. The Parties agree that this Lease is the product of joint draftsmanship and negotiation and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other language of any kind shall not be construed against the drafting party in accordance with California Civil Code section 1654, and that each such Party to this Lease waives the effect of such statute.

46. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by electronic mail) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

47. Entire Agreement. This Lease, including the Exhibits and any Addenda attached hereto, and the documents referred to herein, if any, constitute the entire agreement between Landlord and Tenant with respect to the leasing of the Premises by Tenant in the Building, and supersede all prior or contemporaneous agreements, understandings, proposals and other representations by or between Landlord and Tenant, whether written or oral. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building, the Center or this Lease except as expressly set forth herein.

48. WAIVER OF JURY TRIAL. LANDLORD AND TENANT EACH ACKNOWLEDGE THAT IT IS AWARE OF AND HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS TO TRIAL BY JURY, AND EACH PARTY DOES HEREBY EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBSIDIARY OR AFFILIATED ENTITIES) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

49. Limitation of Actions Against Landlord. Any claim, demand or right of any kind by Tenant which is based upon or arises in connection with this Lease shall be barred unless Tenant commences an action thereon within six (6) months after the date that the act, omission, event or default, upon which the claim, demand or right arises, has occurred.

50. Nondisclosure of Lease Terms. Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms could adversely affect the ability of Landlord to negotiate other leases and impair Landlord's relationship with other tenants. Accordingly, Tenant agrees that it, and its partners, officers, directors, employees and attorneys, shall not intentionally and voluntarily disclose the terms and conditions of this Lease to any other tenant or apparent prospective tenant of the Building or the Center, either directly or indirectly, without the prior written consent of Landlord, provided, however, that Tenant may disclose the terms to prospective subtenants or assignees under this Lease.

51. Prior Drafts. If the Parties delete any provision appearing in any prior drafts of this Lease, this Lease shall be interpreted as if the deleted language were never part of this Lease.

52. Changes Requested By Lender. If, in connection with obtaining financing for the Building and/or the Center or any portion thereof, Landlord's Lender requests reasonable modifications in this Lease as a condition to the financing, Tenant will not unreasonably withhold or delay its consent, provided that the modifications do not materially increase the obligations of Tenant or materially and adversely affect the leasehold interest created by this Lease.

53. CASp Inspection Disclosure. Landlord hereby advises Tenant that to Landlord's actual knowledge the Premises has not undergone an inspection by a certified access specialist (CASp). Except to the extent expressly set forth elsewhere in the Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises or the Center in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

> "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." [Cal. Civ. Code Section 1938(e)].

Any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Building with regard to such inspections and shall be subject to Landlord's prior written consent.

54. Energy Disclosure. Tenant agrees to cooperate with any energy consumption disclosure requirements imposed on Landlord and with the requirements under any existing or future energy conservation or sustainability programs applicable to the Building, including without limitation those of the U.S. Green Building Council's LEED rating system, or which may be imposed on Landlord by law. Tenant shall within five (5) days after receipt of Landlord's written request therefor, provide any and all written consents to utility companies providing services to the Building required to authorize such utility companies to release energy usage data for Tenant's Premises to or for the use of Landlord, or to such other sites or parties as required for Landlord's compliance with the applicable program.

55. Miscellaneous. The determination that any provisions hereof may be void, invalid, illegal or unenforceable shall not impair any other provisions hereof and all such other provisions of this Lease shall remain in full force and effect. The unenforceability, invalidity or illegality of any provision of this Lease under particular circumstances shall not render unenforceable, invalid or illegal other provisions of this Lease, or the same provisions under other circumstances. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party. When required by the context of this Lease, the singular includes the plural. Wherever the term "including" is used in this Lease, it shall be interpreted as meaning "including, but not limited to" the matter or matters thereafter enumerated. The captions contained in this Lease are for purposes of convenience only and are not to be used to interpret or construe this Lease. Neither Landlord nor Tenant shall record this Lease.

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56. Exclusive Use. Subject to conditions and limitations set forth in this Paragraph, during the initial term of the Lease Landlord agrees not to lease any of the remaining spaces in the Center to any person, business, or entity whose primary business consists of operating a charter school (the **"Exclusive Use"**). The Exclusive Use shall automatically cease upon the occurrence of any of the following events:

a. The Premises ceases to be used for the Exclusive Use;
b. Tenant Defaults under the Lease;
c. Tenant assigns, or attempts to assign, the Lease or Tenant sublets all or any portion of the Premises, or the occurrence of a change in control of Tenant as defined in Paragraph 12 of the Lease;

The foregoing Exclusive Use shall not apply to any other tenant or occupant leasing space in the Center as of the Commencement Date (**"Existing Occupants"**), including but not limited to any renewals, extensions or expansions of any Existing Occupants' space.

If the Exclusive Use violates any federal, state, or local anti-trust law or other law, governmental rule or regulation, the Exclusive Use shall be void and be of no further effect. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, cost, damages, penalties, and/or expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in connection with, any claim that the Exclusive Use violates any federal, state or local law or regulation.

57. Master Lease. Landlord possesses a leasehold estate in the Premises, pursuant to that certain Lease dated September 1, 1959 (the **"Master Lease"**) between William Elliott and Irene Elliott, as landlord (**"Master Landlord"**), and Landlord, as tenant by way of assignment. As a result of such tenancy pursuant to the Master Lease, (i) the provisions of this Lease are junior, subordinate and subject to the terms and conditions of the Master Lease, and (ii) this Lease is a "sublease" in accordance with applicable law, statutes and ordinances. During the Term of this Lease, Landlord, using its commercially reasonable efforts, shall not violate the provisions of the Master Lease. The termination of the Master Lease for any reason shall result in the automatic termination of this Lease, without liability to Tenant or Landlord, as a result of such termination, in which case the parties shall have no further obligations under this Lease. Tenant hereby acknowledges and agrees that it has received a copy of the Master Lease and has reviewed the Master Lease. Tenant shall not cause or take any action or inaction which would constitute a default by Landlord under the Master Lease, and any such occurrence shall be deemed to be a default by Tenant under Paragraph 13 of this Lease.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

IF THIS LEASE HAS BEEN FILLED IN, IT HAS BEEN PREPARED FOR YOUR ATTORNEY'S REVIEW AND APPROVAL. FURTHER, EXPERTS SHOULD BE CONSULTED TO EVALUATE THE CONDITION OF THE PROPERTY FOR THE POSSIBLE PRESENCE OF ASBESTOS, UNDERGROUND STORAGE TANKS OR HAZARDOUS SUBSTANCES. NO REPRESENTATION OR RECOMMENDATION IS MADE BY LANDLORD, BROKERS OR THEIR CONTRACTORS, AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES; THE PARTIES SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE. IF THE SUBJECT PROPERTY IS IN A STATE OTHER THAN CALIFORNIA, AN ATTORNEY FROM THE STATE WHERE THE PROPERTY IS LOCATED SHOULD BE CONSULTED.

The Parties hereto have executed this Lease on the dates specified with their respective signatures.

LANDLORD:

Buzz Oates Development, L.P., a California limited partnership

By: Oates Associates Investors, LLC, a California limited liability company, General Partner

By: _____
Larry E. Allbaugh, Trustee of the Larry and Laura Allbaugh Living Trust, Manager

Buzz Oates LLC, a California limited liability company

By: Oates Advisors LLC, a California limited liability company, Manager

By: _____
Larry Allbaugh, Manager

Date: ~~June ___, 2019~~
July 1, 2019

TENANT:

Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation

By: _____
Name: Michael Sinnott
Its: Executive Director

By: _____
Name: _____
Its: _____

Date: June 26, 2019

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Address:

c/o Buzz Oates Management Services
555 Capitol Mall, Suite 900
Sacramento, CA 95814
Telephone: (916) 379-3800
Email: tenantservices@buzzoates.com

Address:

Attn: Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838
Telephone: (916) 335-1771
Email: Murdock.smith@hccts.org

Billing Address:

Attn: Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838
Telephone: (916) 335-1771
Email: Murdock.smith@hccts.org

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EXHIBIT A

PREMISES

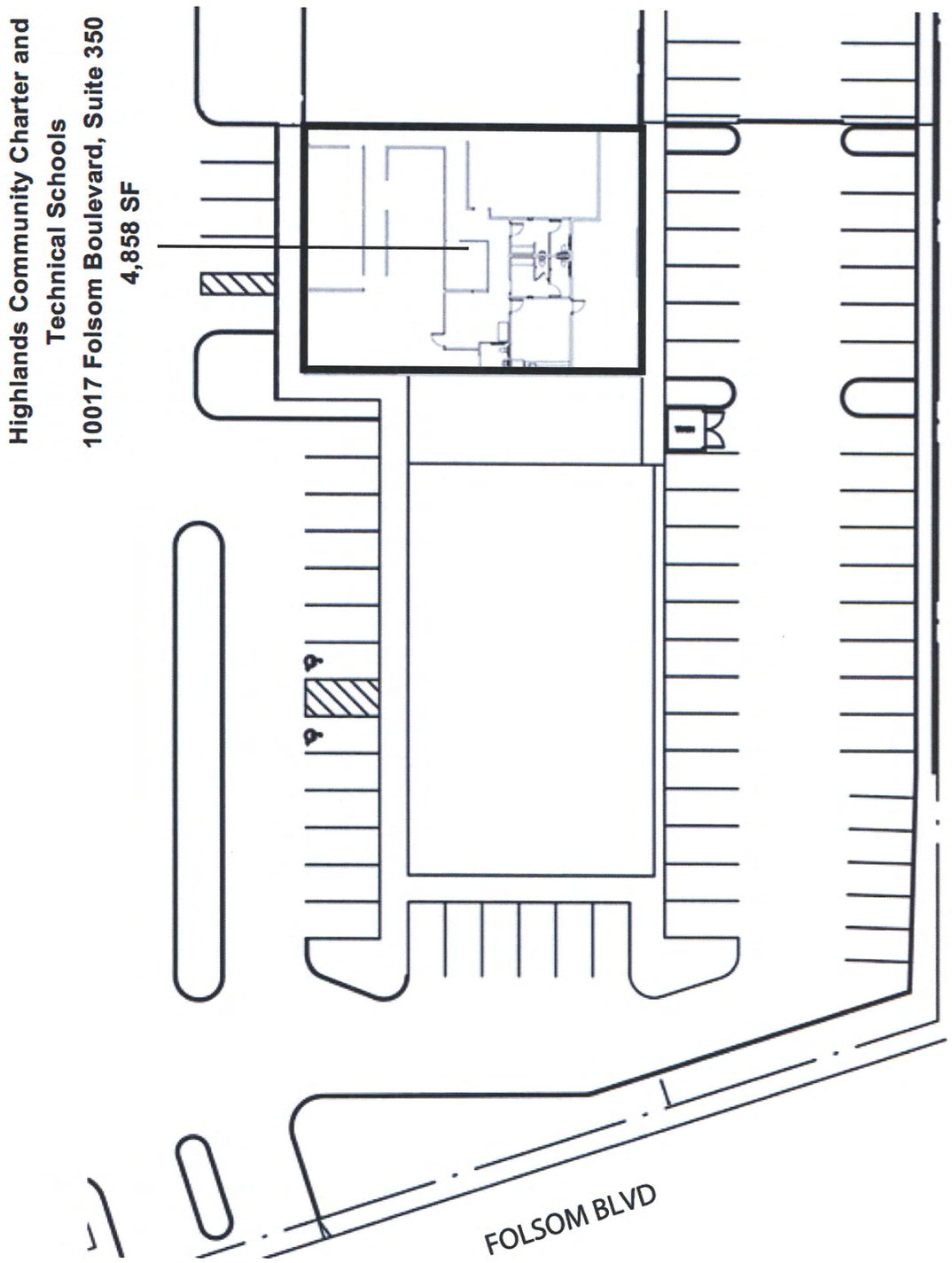

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EXHIBIT A-1

CENTER

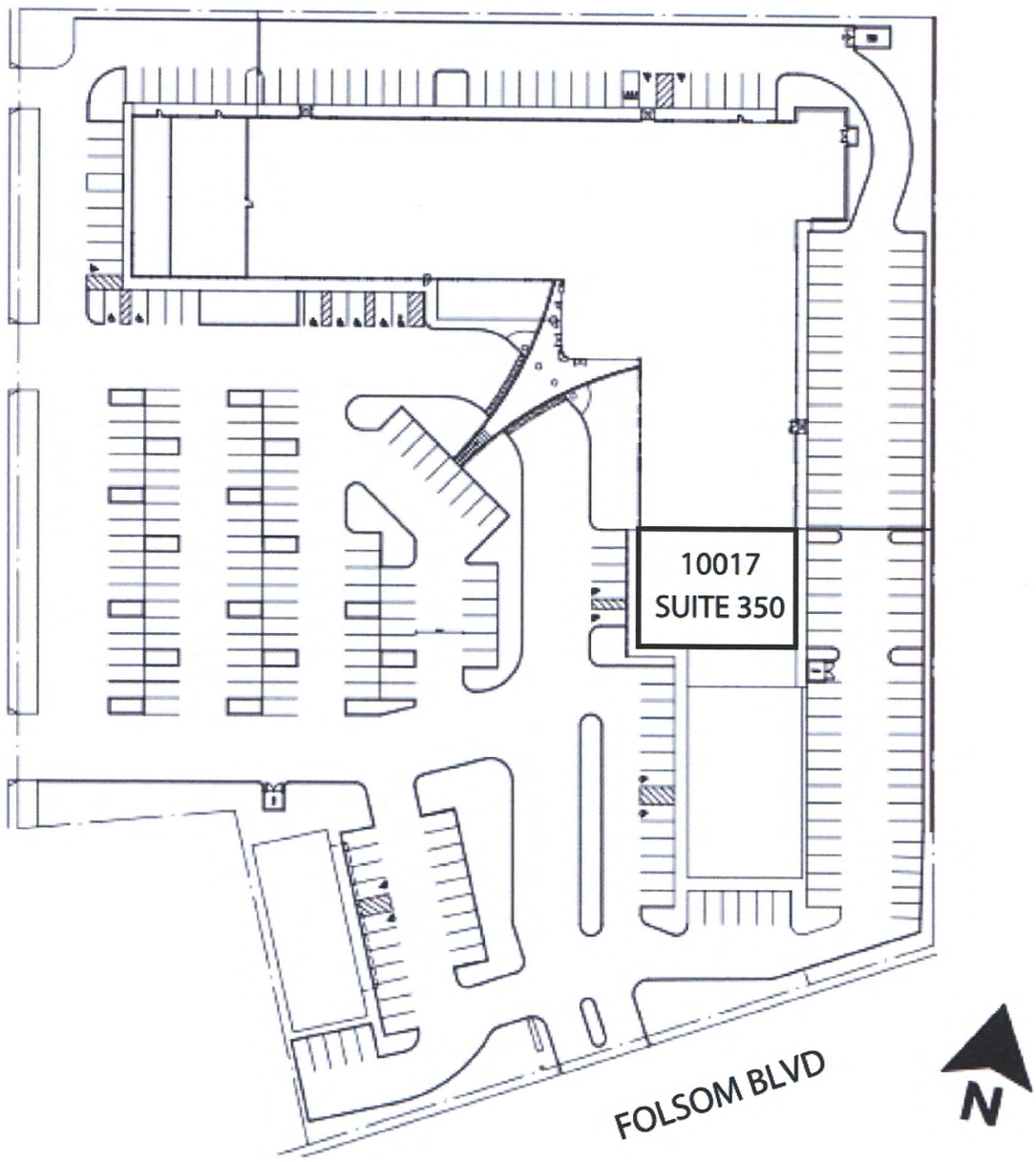

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EXHIBIT B

TENANT WORK LETTER

Tenant may perform, or cause to be performed, certain initial tenant improvement work at the Premises, which shall include the (i) repainting of the walls within the Premises, (ii) the installation of new carpet and floor coverings within the Premises; and such other tenant improvement work as provided for in the Approved Plans (as defined in Paragraph 2 below) (the **"Tenant Work"**), in accordance with the terms and conditions set forth in this Exhibit. The Tenant Work shall be at Tenant's sole cost and expense, except for Landlord's obligation to pay the Tenant Allowance (defined in Paragraph 6 below).

1. **Pre-Construction Activities**. Prior to Tenant's commencement of the Tenant Work, Tenant shall submit the following information and items to Landlord for Landlord's review and approval:

(a) The names and addresses of Tenant's contractor(s). Landlord may, at its election, designate a list of approved contractors for performance of those portions of work involving electrical, mechanical, plumbing, heating, air conditioning, life safety systems or the roof, from which Tenant must select its contractors for such designated portions of the Tenant Work.

(b) Certificates of insurance as hereinafter described. Tenant shall not permit Tenant's contractors to commence work until the required insurance has been obtained and certified copies of policies or certificates have been delivered to Landlord.

(c) The Plans (as hereinafter defined) for the Tenant Work, which Plans shall be subject to Landlord's approval in accordance with Paragraph 2 below.

(d) Copies of all necessary building permits.

Tenant will update such information and items by notice to Landlord of any changes.

2. **Approval of Plans**. The term **"Approved Plans"** shall mean the Plans (as hereinafter defined), as and when approved in writing by Landlord. The term **"Plans"** shall mean the full and detailed architectural and engineering plans and specifications covering the Tenant Work (including, without limitation, architectural, mechanical and electrical working drawings for the Tenant Work). The Plans shall be subject to Landlord's approval and the approval of all local governmental authorities requiring approval of the Tenant Work and/or the Approved Plans. Landlord shall give its approval or disapproval (giving general reasons in case of disapproval) of the Plans within ten (10) business days after their delivery to Landlord. Landlord agrees not to unreasonably withhold its approval of said Plans; provided, however, that Landlord shall not be deemed to have acted unreasonably if it withholds its approval of the Plans because, in Landlord's reasonable opinion: the Tenant Work as shown in the Plans: (1) is likely to adversely affect Building systems, the structure of the Building or the safety of the Building and/or its occupants; (2) might impair Landlord's ability to furnish services to Tenant or other tenants; (3) would increase the cost of operating the Building; (4) would violate any governmental laws, rules or ordinances (or interpretations thereof); (5) involves hazardous or toxic materials or substances which are not customarily used in the building trade; (6) would adversely affect the appearance of the Building or might materially adversely affect another tenant's premises; or (7) is prohibited by any mortgage or trust deed encumbering the Building. The foregoing reasons, however, shall not be exclusive of the reasons for which Landlord may withhold consent.

3. **Change Orders.** All material changes to the Approved Plans requested by Tenant must be approved by Landlord in advance of the implementation of such changes as part of the Tenant Work, which approval shall not be unreasonably conditioned or withheld and shall be delivered as soon as reasonably possible.

4. **Standards of Design and Construction and Conditions of Tenant's Performance**. All work done in or upon the Premises by Tenant shall be done according to the standards set forth in this Paragraph 4, except as the same may be modified in the Approved Plans approved by or on behalf of Landlord and Tenant.

(a) Tenant's Approved Plans and all design and construction of the Tenant Work shall comply with all applicable statutes, ordinances, regulations, laws, codes and industry standards, including, but not limited to, requirements of Landlord's fire insurance underwriters.

(b) Tenant shall, at its own cost and expense, obtain all required building permits and occupancy permits.

(c) Tenant's contractors shall be reputable licensed contractors. The Tenant Work shall be coordinated with any other construction or other work in the Building in order not to adversely affect construction work being performed by or for Landlord or its tenants.

(d) Tenant shall use only new materials in the Tenant Work, except where explicitly shown in the Approved Plans. All Tenant Work shall be done in a good and workmanlike manner. Tenant shall obtain contractors' warranties of at least one (1) year duration from the completion of the Tenant Work against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of the Tenant Work.

(e) Tenant and Tenant's contractors shall not unreasonably interfere with any other tenants of the Building where the Premises are located.

(f) Landlord shall have the right to order Tenant or any of Tenant's Contractors who violate the requirements imposed on Tenant or Tenant's contractors in performing work to cease work and remove its equipment and employees from the Building. No such action by Landlord shall delay the commencement of the Lease or the obligation to pay Rent or any other obligations therein set forth.

(g) Tenant shall permit access to the Premises, and the Tenant Work shall be subject to inspection, by Landlord and Landlord's architects, engineers, contractors and other representatives, at all times during the period in which the Tenant Work is being constructed and installed and following completion of the Tenant Work.

(h) Tenant shall proceed with its work expeditiously, continuously and efficiently.

(i) Tenant shall furnish to Landlord "as-built" drawings of the Tenant Work within thirty (30) days after completion of the Tenant Work.

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(j) Tenant shall impose on and enforce all applicable terms of this Exhibit against Tenant's contractors.

5. Insurance And Indemnification. In addition to any insurance which may be required under the Lease, Tenant shall secure, pay for and maintain or cause Tenant's contractors to secure, pay for and maintain during the continuance of the Tenant Work within the Building or Premises, insurance in the following minimum coverages and the following minimum limits of liability:

(a) Worker's Compensation and Employer's Liability Insurance with limits of not less than $1,000,000.00, or such higher amounts as may be required from time to time by any Employee Benefit Acts or other statutes applicable where the work is to be performed, and in any event sufficient to protect Tenant's contractors from liability under the aforementioned acts.

(b) Comprehensive General Liability Insurance (including Contractors' Protective Liability) in an amount not less than $1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of $2,000,000.00. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure Tenant's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by Tenant's Contractors or by anyone directly or indirectly employed by any of them.

(c) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired, or non-owned in an amount not less than $500,000.00 for each person in one accident, and $1,000,000.00 for injuries sustained by two or more persons in any one accident and property damage liability in an amount not less than $1,000,000.00 for each accident. Such insurance shall insure Tenant's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts, whether such operations are performed by Tenant's contractors, or by anyone directly or indirectly employed by any of them.

(d) "All-risk" builder's risk insurance upon the entire Tenant Work to the full insurable value thereof. This insurance shall include the interests of Landlord and Tenant (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in the Tenant Work and shall insure against the perils of fire and extended coverage and shall include "all-risk" builder's risk insurance for physical loss or damage including, without duplication of coverage, theft vandalism and malicious mischief. If portions of the Tenant Work are stored off the site of the Building or in transit to said site are not covered under said "all-risk" builder's risk insurance, then Tenant shall effect and maintain similar property insurance on such portions of the Tenant Work. Any loss insured under said "all-risk" builder's risk insurance is to be adjusted with Landlord and Tenant.

(e) All policies (except the worker's compensation policy) shall be endorsed to include as additional insured parties the parties listed on, or required by, the Lease and their respective beneficiaries, partners, directors, officers, employees and agents, and such additional persons as Landlord may designate. The waiver of subrogation provisions contained in the Lease shall apply to all insurance policies (except the worker's compensation policy) to be obtained by Tenant pursuant to this Paragraph. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by said additional insured parties. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause.

(f) Without limitation of the indemnification provisions contained in the Lease, to the fullest extent permitted by law Tenant agrees to indemnify, protect, defend and hold harmless Landlord, the parties listed, or required by, the Lease to be named as additional insureds, and their respective beneficiaries, partners, directors, officers, employees and agents ("Landlord's Parties"), from and against all claims, liabilities, losses, damages and expenses of whatever nature to the extent arising out of or in connection with the Tenant Work or the entry of Tenant or Tenant's contractors into the Building and the Premises, including, without limitation, mechanic's liens, the cost of any repairs to the Premises or Building necessitated by activities of Tenant or Tenant's contractors, bodily injury to persons (including, to the maximum extent provided by law, claims arising under the California Structural Work Act) or damage to the property of Tenant, its employees, agents, invitees, licenses or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease. The foregoing indemnity shall not apply to the extent such matter arises out of or results from the sole negligence or willful misconduct of Landlord or Landlord's Parties or a breach of the Lease by Landlord.

6. Tenant Allowance.: Landlord agrees to reimburse Tenant for the Tenant Work in an amount equal to the lesser of (1) Tenant's actual cost of the Tenant Work; or (2) Forty Eight Thousand Five Hundred Eighty and 00/100ths Dollars ($48,580.00) (the **"Tenant Allowance"**), provided, however, that Landlord shall retain 5% of the Tenant Allowance for the cost of Landlord's construction manager, who shall monitor Tenant's and its contractors' performance of the Tenant Work. Tenant must, in order to receive said Tenant Allowance, meet all of the following criteria:

Upon completion of the Tenant Work, Tenant shall provide Landlord with the following:

- Written proof (a fully signed "Building Final" from the appropriate governmental authority) the Tenant Work was completed to the satisfaction of the local building department,
- The original temporary (if applicable) and final certificate of occupancy issued by the local building department,
- The original as-built plans and specifications in electronic CAD format,
- A letter from Tenant acknowledging Tenant's satisfaction with its contractor's Tenant Work,
- A request for disbursement of the Tenant Allowance accompanied by paid receipts showing the requested sums were spent on the Tenant Work for the Premises.
- A detailed breakdown of the cost of the Tenant Work (AIA Form G702 - Application and Certificate for Payment or similar)
- Lien releases from Tenant's contractor, subcontractors and suppliers showing that they have been paid in full.

Within ten (10) days of Tenant's satisfaction of the foregoing conditions, Landlord shall pay the balance of the Tenant Allowance (after deduction of Landlord's 5% construction management fee) to Tenant.

If Tenant fails to satisfy all of the foregoing conditions and/or request reimbursement of the Tenant Allowance (or any portion thereof) within six (6) months from mutual execution of the Lease, then Tenant's right to receive the same shall be deemed waived and null and void, and Landlord shall thereafter have no obligation to pay the Tenant Allowance (or unpaid portion

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thereof) to Tenant. Prior to the expiration of such 6-month period, Tenant may submit a written request to Landlord for an extension of such 6-month period, for reasons beyond Tenant's control. Landlord shall not unreasonably withhold consent to a request for an extension, and if granted Landlord shall provide written notice of the length of such extension. No such extension shall be deemed to have been granted unless and until Landlord has delivered such written notice.

7. **Mechanic's Liens**. Tenant shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises in connection with the Tenant Work, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in, on, or about the Premises, and Landlord shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense, defend and protect itself, Landlord and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises. If Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to one and one-half times the amount of such contested lien claim or demand, indemnifying Landlord against liability for the same, as required by law for the holding of the Premises free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's attorneys' fees and costs in participating in such action if Landlord shall decide it is to its best interest to do so

8. **Subsequent Alterations**. Any subsequent alterations or improvements desired by Tenant after the completion of the Tenant Work shall be subject to the provisions of Paragraph 7.3 of the Lease.

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EXHIBIT C

BROKER DISCLOSURES AND REPRESENTATIONS

A. **No Prior or Other Agreements; Broker Disclaimer.** The Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Landlord and Tenant each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. Each Broker shall be an intended third party beneficiary of the provisions of this paragraph.

B. **Broker's Disclosure.** The United States Congress enacted the Americans with Disabilities Act. Among other things, this act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. The real estate brokers in this transaction are not qualified to advise you as to what, if any, changes may be required now, or in the future. Owners and tenants should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area.

Various construction materials may contain items that have been or may be in the future be determined to be hazardous (toxic) or undesirable and may need to be specifically treated/handled or removed. For example, some transformers and other electrical components contain PCB's and asbestos has been used in components such as fireproofing, heating, and cooling systems, air duct insulation, spray-on and tile acoustical materials, linoleum, floor tiles, roofing dry wall and plaster. Due to prior or current uses of the property or in the area, the property may have hazardous or undesirable metals, minerals, chemicals, hydrocarbons, or biological or radioactive items (including electric and magnetic fields) in soils, water, building components, above or below-ground containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may not leak or otherwise be released. Real estate agents have no expertise in the detection or correction of hazardous or undesirable items. Expert inspections are necessary. Current or future laws may require clean up by past, present and/or future owners and/or operators. It is the responsibility of the Landlord and Tenant to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provision, if any, they may wish to include in transaction documents regarding the property.

C. **Renewal Representation.** It shall be Tenant's sole obligation to pay any broker commissions should Tenant retain a broker to represent Tenant in negotiating the renewal to this Lease.

EXHIBIT D

MOVE OUT STANDARDS

The following Move Out Standards are intended to provide a guideline for Tenant with respect to returning possession of the Premises to Landlord in the surrender condition required by Paragraphs 7.4(c) and (d) of the Lease. These guidelines shall not supersede or modify the requirements of Paragraphs 7.4(c) and (d) of the Lease.

1.	Lights:	Lights shall be fully operational with all bulbs functioning.
2.	Roll-Up Doors:	Tenant shall provide a written report from a licensed contractor specializing and experienced in the inspection, maintenance and service of roll up doors, within the three months prior to move out, stating that all dock equipment is in good and safe operating condition.
3.	Warehouse Floor:	Shall be free of stains and broom swept, with no racking bolts and other protrusions left in the floor. Cracks shall be repaired with an epoxy or polymer.
4.	Tenant-Installed Equipment & Wiring:	In connection with any required removal of equipment, all associated air lines, junction boxes, conduit, etcetera shall also be removed. Refer to the specific requirements of Paragraph 7.4(d) with respect to removal of Wires.
5.	Walls:	Sheetrock (drywall) damage shall be patched and fire-taped so that there are no holes in either office or warehouse areas.
6.	Roof:	Following removal of Tenant's equipment, any roof penetrations shall be properly repaired by a licensed roofing contractor. Any roof leaks must be repaired and the most recent maintenance and repair recommendations of Landlord shall have been completed. Contact Landlord's representative for prior approval before performing any repairs to the roof.
7.	Signs:	All exterior signs must be removed, any resulting holes patched and paint touched up as necessary. All window signs shall be removed.
8.	Carpets / Linoleum:	Shall be clean and stain free.
9.	Overall Cleanliness:	Clean windows, sanitize bathroom(s), vacuum carpet and remove any and all debris. Remove any pallets and debris from exterior of Premises.

Not less than thirty (30) days prior to the expiration or earlier termination of the Lease, Tenant shall contact the Landlord's representative and arrange for an initial walk through for the purpose of creating a punch list of anticipated maintenance or repair items to be addressed by Tenant in connection with its move out. On or before the expiration or earlier termination date of the Lease, Tenant shall arrange for a final inspection of the condition of the Premises by Landlord's representative and return of possession of the Premises to Landlord, including the return of all keys, access cards and parking permits related to the Premises.

Compliance with these guidelines will facilitate Landlord's processing of Tenant's Security Deposit (if any).

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:14:53 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 043 - 715 C Street.pdf 045 - 8480 Edes Ave (Inactive 04.30.24).pdf

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Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:06 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:32 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590

–

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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–

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 1st, 2024

Via Electronic Mail

Kathy Chao Rothberg
Lao Family Community Development, Inc.
8480 Edes Avenue
Oakland, CA 94621

Kathy Chao Rothberg,

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Memorandum of Understanding (MOU) that was executed on July 1, 2022. Pursuant to Section 17 of the MOU, we regretfully inform you that we wish to terminate the MOU in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is Tuesday, April 30th, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the MOU.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at murdock.smith@hccts.org.

Thank you,

MURDOCK SMITH
Executive Director
Highlands Community Charter & Technical Schools

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

Additional clarification for San Pablo and CARE Campus Oakland site

Kathy Chao Rothberg <krothberg@lfcd.org> Tue, Apr 9, 2024 at 4:45 PM
To: Kathy Chao Rothberg <krothberg@lfcd.org>, Matthew Lemos <matthew.lemos@hccts.org>, Khanmalee Rattanasith <krattanasith@lfcd.org>, HCCTS Finance Team <finance@hccts.org>, Accounts Payable Accounts Payable <ap@hccts.org>, Rich Henning <rich.henning@hccts.org>

The 8480 Edes Ave-CARE Campus Oakland
Base Market Rent: 1,260 SF X$2.78 PSF= $3,502
CAM: 1,260X$1.19 PSF = $1,498
Total: $5,000 per month

Take into consideration LFCD provided a $180,000 to purchase the multi-purpose building for HCCTS.

The 1964 Rumrill Blvd.
Base Market Rent: 2,200 SF X$1.55 PSF= $3,410
CAM: 2,200X$1.34 PSF =$2,948
Total: $6,358 rent per month

--
Kathy Chao Rothberg
CEO
E: krothberg@lfcd.org
T: 510.533.8850
F: 510.533.2676

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LAO FAMILY COMMUNITY DEVELOPMENT

To Advance the Wellbeing of Diverse Communities Through Culturally-informed Employment, Housing, and Education Services

LFCD.ORG

EXECUTIVE STAFF

Kathy Chao Rothberg
Chief Executive Officer

BOARD OF DIRECTORS

Brian Libow
Chairman

Framta Saechao
Secretary

Rita Xavier
Treasurer

Koy Saephan Jay
Director

LOCATIONS

Lao Family Headquarters at CARE Community Center
2325 East 12th Street, Ste 226
Oakland, CA 94601
TEL 510 533 8850
FAX 510 533 1516

Career Employment Center and Oakland Office
7200 Bancroft Avenue
Suites 135 & 140
Oakland, CA 94605
TEL 510 838 1077

San Pablo Office
1865 Rumrill Blvd., Ste. B
San Pablo, CA 94806
TEL 510 215 1220

Sacramento North Office
3400 Watt Ave., Ste. 204
Sacramento, CA 95821
TEL 916 359 2788
FAX 916 640 8899

Sacramento South Office
7171 Bowling Dr., Ste. 1120
Sacramento, CA 95823
TEL 916 393 7501
FAX 916 393 7574

MEMORANDUM OF UNDERSTANDING BETWEEN HIGHLANDS COMMUNITY CHARTER & TECHNICAL SCHOOLS AND LAO FAMILY COMMUNITY DEVELOPMENT, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2022 (the "Effective Date"), by and between Highlands Community Charter & Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and the Lao Family Community Development Inc., a non-profit community based entity organized and existing under the laws of the State of California (hereinafter "LFCD").

WHEREAS, LFCD is the owner of a certain real property and its main facilities are located at 8480 Edes Avenue in Oakland, CA 94621. Classroom and office facilities to be utilized under the terms of this agreement are located at the Multi-purpose training annex building near 85th Avenue known as Highlands Facility.

WHEREAS, HIGHLANDS and LFCD desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of LFCD's sites during the 2022-2027 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LFCD hereby agrees as follows:

1. General Information
   a) Both HIGHLANDS and LFCD agree not to discriminate in the selection or acceptance of any adult student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   b) Each adult student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/ or English Language Development.
   c) Each adult student will be subject to policies, rules, and regulations of HIGHLANDS.

2. Use of the Site
   LFCD hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the sites for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs for adult students. HIGHLANDS' use of the sites shall comply with all LFCD policies and regulations and/ or practices applicable and maintaining all licenses and/ or permits necessary,

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LOCATIONS

Lao Family Headquarters at CARE Community Center
2325 East 12th Street, Ste 226
Oakland, CA 94601
TEL 510 533 8850
FAX 510 533 1516

Career Employment Center and Oakland Office
7200 Bancroft Avenue
Suites 135 & 140
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if any, for conducting a California public charter school for adults. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

- 1 Large Classroom (approximately 1,000 SF)
- Secure storage for textbooks and supplies
- 1 Unisex ADA restroom (260 SF)
- Adequate parking for students and staff (approximately 30 spaces)
- Office space/Teacher's Space

a) Term. HIGHLANDS' use of the site shall be for the 2022-2027 school years commencing on July 1, 2022 and terminating on June 30, 2027. Rent is waived for 07/01-08/30/22. The rent start date is 09/01/2022. Within 90 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

b) Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with LFCD's shared use of the site, if any. LFCD's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

c) Reversion to LFCD. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and LFCD's equipment and building thereon, shall revert to LFCD.

d) Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LFCD with reasonable advance notice of the time and nature of the drill.

e) Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than the buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school for adults. In the alternative, HIGHLANDS may use furnishings and equipment from LFCD, if available. Upon completion of equipment conducted by LFCD, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

f) Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and LFCD agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LFCD shall do whatever is necessary to make the space or facility safe or compliant at its sole

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expense and discretion or on terms that HCCTS and LFCD mutually agree to.

3. Facilities Use
   a) LFCD agrees to provide space to HIGHLANDS as described in section 2 at a charge of $5,000.00 (all utilities and janitorial are included and tenant improvement cost --approximately $3.97 sf X 1,260 SF) for the duration of this agreement until either party shall terminate this MOU by giving a written notice of intention to terminate at least (90) days prior to the date of termination or until June 30, 2027. There is a COLA adjustment of the CPI for the SF Bay Area of 3% annual minimum and 5% annual maximum.

4. Instruction
   All curricula for classes taught for HIGHLANDS' adult students must be approved and by appropriate HIGHLANDS' staff.

   Any and all staff teaching HIGLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all its staff.

5. Maintenance and Operations
   The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of LFCD; LFCD will provide janitorial service and/or janitorial staff to clean the classroom and restroom space at 5X a week.

   In the event that HIGHLANDS requires LFCD to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LFCD directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LFCD property. LFCD reserves the right to implement a process for submission of maintenance /repair requests.

6. Installation of Improvements by HIGHLANDS
   HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LFCD' prior written consent. LFCD approval of any improvements, including the work schedule, work hours, and modifications, shall be at reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LFCD's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in

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compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and appropriate wage laws. LFCD or its agent· shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LFCD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LFCD requires the cessation of work, LFCD and HIGHLANDS will immediately meet to address LFCD concerns. No construction or installation will resume until LFCD's concerns are adequately addressed.

7. Provision of Facilities

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2022.

8. Security System/Keys

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/ or site visits/monitoring by a private security patrol.

9. Condition of Property

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to business license, health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct.

LFCD shall remain responsible for compliance with ADA, FEHA California, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the

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satisfaction of LFCD and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LFCD reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property

The Parties acknowledge that title to the site and all improvements are held by LFCD, and shall remain in procession of LFCD at all times.

11. Surrender of Premises

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LFCD in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omission, minus normal wear and tear, after vacating the site.

12. Insurance

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. LFCD shall maintain fire and extended coverage insurance on the facility and property as Landlord deems as appropriate or its lender shall require. LFCD and HIGHLANDS shall each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to its respective activities of each in the facility with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by LFCD and such insurance affords a minimum protection of not less than $2,000,000 combined single limit coverage of bodily injury, property damage, or combination hereof.

LFCD as Landlord, CARE Campus LLC and Lender shall be listed as an additional insured on HIGHLAND's policy or policies of general liability insurance and HIGHLANDS shall provide LFCD with evidence of current Certificate of Insurance as required by section 12 of this agreement. HIGHLANDS to notify LFCD of its policy change prior to 60 days before the expiration. HIGHLANDS shall procure and maintain insurance for their business personal property and vehicles. LFCD and HIGHLANDS agree to cause the insurance companies issuing their respective insurances to waive any subrogation rights that those companies may have against Tenant or Landlord, respectively as long as the insurance is not invalidated by such waiver. If the waiver or subrogation are contained in their respective policies, Landlord and Tenant waive any right that either may

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have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

13. Indemnification

With the exception of any liability, claims or damages caused by the gross negligence or willful misconduct of Landlord, or breach of this lease or any applicable law, ordinance, rule or regulation by a Landlord Indemnified Party, HIGHLANDS shall at all times relieve, defend, indemnify, protect and hold harmless, and defend Landlord, its officers, employees, agents, volunteers (Landlord Indemnified Parties) against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, and costs, including reasonable legal costs, reasonable attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, of HIGHLANDS use, or in connection with, the LFCD's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by LFCD, in or about the site;

With the exception of any liability, claims or damages caused by the gross negligence or willful misconduct of HIGHLANDS, or breach of this lease or any applicable law, ordinance, rule or regulation by a HIGHLANDs Indemnified Party, LFCD shall at all times relieve, defend, indemnify, protect and hold harmless, and defend HIGHLANDS, its officers, employees, agents, volunteers (HIGHLANDS Indemnified Parties) against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, and costs, including reasonable legal costs, reasonable attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgement rendered against LFCD, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, of LFCD use or in connection with, the HIGHLANDS use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site;

14. Placement of Signs

HIGHLANDS may display banners and/ or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/ or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises. HIGHLANDS to comply with local signage ordinance.

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15. Marketing

HIGHLANDS and LFCD will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and LFCD.

16. Access to Inspection

HIGHLANDS shall permit LFCD, its agents, representatives or employees, to use the classroom during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LFCD to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LFCD' oversight obligations. LFCD shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination

The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (90) days in advance of that intention.

18. Taxes

LFCD shall be solely liable for any and all taxes which may be levied or assessed upon the business personal property, furnishings or fixtures of LFCD located at the site or used by HIGHLANDS. HIGHLANDS shall be responsible for any taxes on portable Business Personal Properties of its own.

19. Notice

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

Murdock Smith
Highlands Community Charter & Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Kathy Chao Rothberg
Lao Family Community Development, Inc.
2325 E. 12th Street, Suite 226
Oakland, CA 94601
Attention: Chief Executive Office

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Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Captions

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as

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evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution

In the event of any dispute between HIGHLANDS and LFCD regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LFCD' and HIGHLANDS' Executive Directors-CEOs. The Executive Directors-CEOs shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors-CEOs within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of LFCD shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 4/26/22
Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 7/1/22
Kathy Chao Rothberg, CEO
Lao Family Community Development, Inc.

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SECOND AMENDMENT TO LEASE AGREEMENT

THIS Second Amendment to Lease Agreement, is made this 1st day of July 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

RECITALS

WHEREAS, on or about July 1, 2019, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Joseph Parish property located at 715 C Street, Marysville, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about September 30, 2020, Landlord and Tenant entered into that certain First Amendment to Lease Agreement; and

WHEREAS, Tenant has requested to extend the term of the Lease and provide for other changes to the terms of the Lease, and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective July 1, 2023, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term. shall be replaced in its entirety with following:

"The term of this Lease shall be for Nine years, commencing on July 1, 2019 and ending on June 30, 2028. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1 Base Rent, shall be replaced in its entirety with following:

"For the period July 1, 2019 through September 30, 2020, Tenant shall pay to Landlord Base Rent of Two-Thousand, Seven-Hundred Dollars ($2,700.00) per month.

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For the period October 1, 2020 through June 30, 2023, Tenant shall pay to Landlord Base Rent of Three-Thousand, Eight-Hundred Dollars ($3,800.00) per month.

For the period July 1, 2023 through June 30, 2024, Tenant shall pay to Landlord Base Rent of Five-Thousand, Four-Hundred Dollars ($5,400.00) per month.

For the period July 1, 2024 through June 30, 2025, Tenant shall pay to Landlord Base Rent of Five-Thousand, Six-Hundred and Seventy Dollars ($5,670.00) per month.

For the period July 1, 2025 through June 30, 2026, Tenant shall pay to Landlord Base Rent of Five-Thousand, Nine-Hundred and Fifty-Four Dollars ($5,954.00) per month.

For the period July 1, 2026 through June 30, 2027, Tenant shall pay to Landlord Base Rent of Six-Thousand, Two-Hundred and Fifty-One Dollars ($6,251.00) per month.

For the period July 1, 2027 through June 30, 2028, Tenant shall pay to Landlord Base Rent of Six-Thousand, Five-Hundred and Sixty-Four Dollars ($6,564.00) per month."

C. Paragraph 3.2 Additional Rent, shall be replaced in its entirety with following:

"Tenant shall be responsible to pay as additional rent, all charges for electric, water, and trash removal for the school buildings located on both B Street and C Street. To the extent possible, all such charges shall be separately metered and/or billed in the name of Tenant and Tenant shall receive and pay such charges directly. To the extent that such charges for the Premises are not metered and/or billed separately by the utility provider, then Landlord and Tenant shall agree upon the allocation of such charges. Once the allocation of such charges is agreed to, then such bills are to be presented to Tenant by the Landlord monthly, and Tenant shall pay such amounts directly to Landlord within ten (10) days of receipt.

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SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corp. sole

Christopher R. Frazer

By: Rev. Christopher R. Frazer
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

1/20/23

By: Murdoch Smith
Its: Executive Director

Pastor of St. Joseph Parish-Marysville,
a Corporation Sole

Michal Olszewski

By: Rev. Michal Olszewski
Its: Pastor/Incumbent

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FIRST AMENDMENT TO LEASE AGREEMENT

THIS First Amendment to Lease Agreement, is made this 30th day of September 2020, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

RECITALS

WHEREAS, on or about July 1, 2019, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Joseph Parish property located at 715 C Street, Marysville, California 95605, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, Tenant has requested to lease an additional classroom and office and to assume responsibility for janitorial services, and Landlord is amenable to such modifications;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective October 1, 2020, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 1.0 Description of Premises. shall be replaced in its entirety with following:

> "Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: (1) On the first floor of the north classroom wing, the three (3) classrooms #10, #11, and #12; the Office with restroom which is located across from the parish food closet room; the men's restroom adjacent to classroom #10; and the women's restroom located near the Office; and (2) On the 2nd floor of the north classroom wing, classroom #17 and the Office which is directly above the first floor office; all as further described herein and/or depicted on the 1st Revised Exhibit A which is attached hereto, all located at 715 C Street, Marysville, California 95901 (herein, the "Premises"). All other facilities at the St. Joseph Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease."

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A. Paragraph 2.0 Term. shall be replaced in its entirety with following:

"The term of this Lease shall be for four years, commencing on July 1, 2019 and ending on June 30, 2023. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1 Base Rent, shall be replaced in its entirety with following:

"For the period July 1, 2019 through September 30, 2020, Tenant shall pay to Landlord Base Rent of Two-Thousand, Seven-Hundred Dollars ($2,700.00) per month.

For the period October 1, 2020 through June 30, 2023, Tenant shall pay to Landlord Base Rent of Three-Thousand, Eight-Hundred Dollars ($3,800.00) per month."

C. Paragraph 25.0 Janitorial Services, shall be replaced in its entirety with following:

"Tenant shall provide janitorial services to the Premises."

D. Exhibit A shall be replaced in its entirety with the attached 1st Revised Exhibit A.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this First Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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Pastor of St. Joseph Parish-Marysville,
a Corporation sole

_____

By: Rev. Michal Olszewski
Its: Pastor/Incumbent

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1st REVISED EXHIBIT A



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LEASE AGREEMENT

This Lease Agreement entered into as of July 1, 2019, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Joseph Parish, Marysville, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: The three (3) classrooms #10,11, and 12 on the ground floor of the north classroom wing; the Office with restroom which is located across from the parish food closet room; the men's restroom adjacent to classroom #10; and the women's restroom located near the Office; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 715 C Street, Marysville, California 95901 (herein, the "Premises"). All other facilities at the St. Joseph Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for two (2) years, commencing on July 1, 2019 and ending on June 30, 2021. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease Base Rent of Two-Thousand, Seven-Hundred Dollars ($2,700.00) per month.

3.2 Additional Rent. None.

3.3 Payment of Base Rent. Base Rent shall be payable monthly in advance to Landlord, on or before the first day (1st) of the month at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

3.4 Payment of Additional Rent. None.

3.5 Rent Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Five-Thousand, Four Hundred Dollars (5,400.00) representing the first and last months' Base Rent.

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3.6 Application of Rent Deposit. Upon default by Tenant under this Lease, Landlord may apply the last month's rent to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of this application from Landlord, Tenant shall pay to Landlord an amount equal to that applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the tenth (10th) day of the month. Late fees may be assessed at five percent (5%) of the past due amount at the sole discretion of Landlord after the tenth (10th) day of the month.

4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate General Equivalency Diploma classes, English Second Language classes for adult students, and Citizenship classes; and no part of the Premises and appurtenant grounds shall be used for any different purpose and no part of the Premises (or additional areas that Tenant may have access to under paragraphs 4.3 and 4.4 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Tenant shall have access to and use of the Classrooms 10, 11, and 12 and the Office on Monday through Friday from 8:00 a.m. to 10:00 p.m.

4.2.2 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

4.3 Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the Men's' and Women's Restrooms.

4.4 During Tenant's hours of operation as per section 4.2 herein, Tenant and Tenant's guests shall be allowed to use the parking area as identified on Exhibit A and ingress/egress shall be limited to that pathway depicted on Exhibit A. Tenant and Tenant's guests shall not park vehicles, nor pick-up or drop-off in any other area of the St. Joseph Parish. Tenant shall provide a campus monitor when the parking area is being used by Tenant.

4.5 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional areas set forth in paragraph 4.4 above, it will restore those additional areas to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students

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or other invitees at all times while in the classrooms or on the Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the St. Joseph Parish facilities at any time.

5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit B and is included by reference herein.

6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems (if any), provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that

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arise out of the direct use by Tenant and/or the acts of Tenant's students, employees, agents, or invitees. All shared common areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of three million dollars ($3,000,000) and automobile liability insurance with a minimum per accident limit of three million dollars ($3,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under this Lease Agreement. Said general liability insurance shall include coverage for claims arising from sexual abuse of minors. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole, and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without 30 days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

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8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under paragraphs 4.3 and 4.4 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

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10.3 to continue this Lease in force or to terminate it at any time;

10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not place or permit to be placed in, upon, about, or outside the Premises any sign, notice, drapes, shutters, blinds, or display of any kind without the prior written consent of Landlord in its sole discretion. Notwithstanding the foregoing, Tenant shall be allowed to place a sign on the fence in the location identified on Exhibit A, such sign content to be approved by Landlord in its reasonable discretion.

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16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term or option extending the Lease Term, if any. Any holding over shall not constitute a renewal or extension.

17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however, have the right to claim and recover, from the condemning authority only, but not from Landlord, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall

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indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorneys fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease Term or extension, then Tenant shall pay any taxes assessed against the leased Premises and any personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

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20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

20.1 To Landlord: Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to: Pastor
St. Joseph Parish
715 C Street, Marysville, CA 95901

20.2 To Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

25.0 Janitorial Services. Tenant shall reimburse Landlord for providing janitorial services to the Premises at the rate of Two-Thousand Dollars ($2,000) per month, such amount to be paid monthly with the rent.

26.0 Intentionally Omitted

27.0 Intentionally Omitted.

28.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only. Such utilities charges will include sewer, water, electricity, and garbage.

29.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

30.0 Mediation and Arbitration of Disputes.

30.1 Subject to subsection 30.2 below, any dispute, claim or controversy arising out of or

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relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

30.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

31.0 Entire Agreement. This Lease, together with the attached Exhibit A and B, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

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32.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

33.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

34.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole

By: Rev. Michael J. Vaughan

Its: Vicar General

Pastor of St. Joseph Parish, Marysville,
a corporation sole

By: Rev. Michal Olszewski
Its: Pastor/Incumbent

TENANT:

Highlands Charter School, Inc., a California non-for-profit corporation

By: Murdoch Smith

Its: Executive Director

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EXHIBIT A



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EXHIBIT B

Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento

1.0 Introduction.

1.1 The churches, schools, halls, buildings, and grounds of the parishes and diocesan facilities in the Diocese of Sacramento represent an important element of the patrimony of the Church. The People of God in the Diocese of Sacramento, over many generations, have lovingly shared their temporal resources with the Church in order to ensure that the ministry of the Church would continue to flourish, that there shall always be adequate means to provide for the pastoral care of souls, and that the Gospel may be proclaimed in full fidelity with the Truth to all people living in the territory of the Diocese. The care and stewardship over these resources is vouchsafed in the Diocesan Bishop and the pastors who collaborate in his ministry throughout the Diocese.

1.2 Church buildings and grounds are more than mere structures. They are visual and tangible symbols of the Church, the Temple of the Holy Spirit. This is particularly true of parish churches and parish facilities, for it is in the parishes that the Catholic faithful gather regularly around the altar of the Lord to celebrate the Paschal mystery of the Eucharist. Thus, mindful of centrality of the altar to the life of our parishes and our Diocese, it is a matter of considerable pastoral importance that our parish churches, halls, schools, buildings, grounds, and diocesan facilities be used at all times in a manner consistent with their sanctified nature, as visible symbols of the Church.

1.3 Therefore, the Bishop of Sacramento, consistent with his pastoral and episcopal obligation to faithfully steward the patrimony of the Church in the Diocese of Sacramento has promulgated this Policy Regarding the Use of Diocesan and Parish Facilities and directs all pastors, parochial administrators, Newman Center directors, and lay employees and volunteers responsible for the use of diocesan and parish facilities to implement and comply with this Policy.

2.0 Use of Diocesan and Parish Facilities.

2.1 Use of diocesan and parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities.

2.2 Any use of diocesan and parish facilities that is incompatible with the religious and liturgical character of diocesan and parish facilities is prohibited.

2.3 Any use of diocesan and parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is prohibited.

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2.4 No event or activity shall be permitted to occur at diocesan or parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church.

2.5 The use of churches, oratories, and chapels must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

2.6 Pastors shall implement and apply this Policy with regard to their respective parish facilities using their best pastoral judgment and shall implement and employ appropriate procedures and measures to ensure that this Policy is uniformly and consistently applied. In the event of any ambiguity, the Bishop of Sacramento shall serve as the final arbiter as to the application of this Policy to particular facts and circumstances.

3.0 Initial Request to Use Parish or Church Facilities and Review of Such Requests.

3.1 Any individual, group, or organization requesting to use or to rent a parish or diocesan facility must, prior to consideration of their request, complete a form questionnaire regarding the nature of the event proposed to be held at the diocesan or parish facility and seeking information regarding the individual, group, or organization. The Diocese shall prepare the form questionnaire and shall provide a copy of the questionnaire in English and Spanish to each parish in a form that can be reproduced for use.

3.2 Parish groups, which have been approved by the parish pastor, and diocesan organizations, which are listed in the *Diocese of Sacramento Directory* published by the Diocese of Sacramento or the *Official Catholic Directory* published by P.J. Kenedy & Sons, shall not be required to complete a form questionnaire prior to requesting to use or rent parish or diocesan facilities.

3.3 The Pastor, in the case of parishes, or the Vicar for Temporalities, in the case of the Diocese, shall review the responses provided by applicants on the questionnaires and determine whether the event proposed would be an appropriate use of parish or diocesan facilities under this Policy and whether the applicant individual, group, or organization would be an appropriate user or renter, under the terms of this Policy, to use such facilities. Copies of these questionnaires shall be retained with the business records of the parish and/or the Diocese.

3.4 If the Pastor or Vicar for Temporalities determines that the request is not appropriate under this Policy, he shall promptly notify the applicant that the requested facilities are not available for use or rent.

3.5 If the Pastor or Vicar for Temporalities determines that the request is appropriate under this Policy, he shall cause a Facilities Use Agreement to be sent to the requesting party for execution. The Diocese shall prepare a form Facilities Use Agreement for this purpose and shall

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provide a copy of the Facilities Use Agreement in English and Spanish to each parish in a form that can be reproduced for use.

4.0 Inappropriate Groups and Organizations.

4.1 Any organization or group which, by word or conduct, teaches, advocates, or otherwise promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings shall not be permitted to use or rent diocesan or parish facilities.

4.2 Organizations or groups that would be unsuitable to use or rent diocesan or parish facilities for events would include, but not be limited to, those that:

4.2.1 Promote, advance, or advocate racial, ethnic, sexual, or religious discrimination.

4.2.2 Promote, advance, or advocate anti-Catholicism, anti-Catholic biases, or are directly or indirectly hostile to the Catholic Church, the Catholic clergy, or Catholic people in general.

4.2.3 Engage in partisan political activity as the principal purpose of the group or organization, including political parties, political candidate committees, partisan political clubs or committees, and the like.

4.2.4 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Culture of Life, including any group or organization that directly or indirectly promotes, advocates, or engages in activities related to abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment.

4.2.5 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Church's teachings and beliefs regarding the sanctity of marriage, the call to sexual abstinence and chastity outside marriage, and the centrality of family life as a cultural cornerstone, including groups or organizations that promote or advocate, directly or indirectly, sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," the adoption and/or placement of children in anything other than a traditional family setting, and the like.

4.2.6 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Magisterium of the Catholic Church, the Deposit of Faith, the teachings of the Second Vatican Council, or authentic Catholic theology, as determined by the pastor and the Bishop of Sacramento, including such groups or organizations that deny, refute, ridicule, or condemn the fundamental Truths of the Catholic faith. This shall exclude the use, with the permission of the Bishop, of parish and diocesan facilities for worship or religious services by other Christian denominations on an ad hoc basis.

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4.2.7 Promote, advance, or advocate secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.

4.2.8 Promote, advance, or advocate the abuse of alcohol or the use of narcotics or other controlled substances.

4.2.9 Promote, advance, or advocate violence or the use of force to resolve social, political, or religious problems.

4.3 With regard to outside organizations and groups, any questions regarding the propriety of permitting such groups to use or rent parish or diocesan facilities under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental.

5.0 Inappropriate Events or Activities.

5.1 Any event or activity that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church shall not be permitted at parish or diocesan facilities.

5.2 Events or activities that would be unsuitable would include, but not be limited to, any event or activity that directly or indirectly relates to the advocacy or promotion of, or cooperation with:

5.2.1 Racial, ethnic, sexual, or religious discrimination.

5.2.2 Anti-Catholicism or anti-Catholic biases.

5.2.3 Partisan political activity of any kind, direct or indirect.

5.2.4 Abortion, euthanasia, assisted suicide, contraception, voluntary sterilization, or capital punishment.

5.2.5 Sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," and the adoption and/or placement of children in non-traditional family settings.

5.2.6 The denial, refutation, ridicule, or condemnation of the fundamental Truths of the Catholic faith.

5.2.7 The paring back of religious freedom rights or the restriction of religious liberty and liberty of conscience.

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5.2.8 The abuse of alcohol and the use narcotics or other controlled substances.

5.2.9 Violence or the use of force to resolve social, political, or religious problems.

5.3 With regard to outside organizations and groups, any questions regarding the propriety of any event or activity under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental of diocesan or parish facilities.

6.0 Conditions of Use.

6.1 The religious character and nature of diocesan and parish property must, at all times, be respected by those individuals, groups, and organizations using diocesan and parish facilities. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

6.2 All individuals, groups, and organizations must comply with the Diocese of Sacramento's safe environment policies and procedures in all activities in which children or young people are present. Adequate supervision and security must be provided for at all times with regard to the presence of children and young people on diocesan and parish property.

6.3 Any individual, group, or organization using or renting diocesan or parish facilities must provide an endorsed policy of general liability insurance applicable to the event, naming the Diocese and the Parish as an additional named insured and providing coverage limits in an amount as prescribed by the Diocesan Finance Department.

6.4 Individuals, groups, or organizations using or renting parish facilities must expressly agree to follow the directives of the parish pastor, or his designees, regarding the use of the facilities and must do so when using or renting the facility.

6.5 Any individual, group, or organization using or renting diocesan or parish facilities must provide appropriate and adequate security, at their own expense, during their activities or events. The pastor shall designate the level of security services required with regard to the use of parish facilities. The Vicar for Temporalities shall designate the level of security services required with regard to the use of diocesan facilities.

Approved and promulgated the 13th day of March in the year 2006 at the Pastoral Center, Sacramento, California.

WILLIAM K. WEIGAND
Bishop of Sacramento

In witness whereof:

Rev. Blaise Berg, S.T.D.
Vice-Chancellor

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:11:49 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 036 - 7720 24th Street.pdf 038 - 7171 Bowling Dr Ste 1120 (Inactive 11.30.24).pdf

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Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:04 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:28 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590

–

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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–

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 31, 2024

Via Electronic Mail

Kathy Chao Rothberg
Lao Family Community Development, Inc.
7171 Bowling Drive, Suite 1120
Sacramento, CA 95823

Kathy Chao Rothberg,

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Memorandum of Understanding (MOU) that was executed on July 1, 2023. We regretfully inform you that we wish to terminate the MOU in accordance with the terms and conditions set forth. Therefore, the last effective day of this agreement is Saturday, November 30th, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the MOU.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at bill.mcguire@hccts.org.

Thank you,

BILL MCGUIRE
Executive Director
Highlands Community Charter and Technical Schools

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND
LAO FAMILY COMMUNITY DEVELOPMENT, INC.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public benefit nonprofit corporation (hereinafter "HIGHLANDS") and the Lao Family Community Development Inc., a non-profit community based organization organized and existing under the laws of the State of California (hereinafter "LFCD").

I. RECITALS

WHEREAS, LFCD is the owner of a certain real property and its main facilities are located at 7171 Bowling Drive, Sacramento, CA 95823. Classroom and office facilities to be utilized under the terms of this agreement are located at 7171 Bowling Drive, Ste. 1120, Sacramento, CA 95823.

WHEREAS, HIGHLANDS and LFCD desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of LFCD's sites during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LFCD hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and LFCD agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

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C. Each student will be subject to policies, rules, and regulations of HIGHLANDS.

2. Use of the Site.

LFCD hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the sites for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the sites shall comply with all LFCD policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

Office space

A. Term. HIGHLANDS' use of the site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with LFCD's shared use of the site, if any. LFCD's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

C. Reversion to LFCD. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and LFCD's equipment thereon, shall revert to LFCD.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LFCD with reasonable advance notice of the time and nature of the drill.

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E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from LFCD, if available. Upon completion of equipment conducted by LFCD, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and LFCD agree to conduct an inspection of the site to determine that the site is safe, adequate, and appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LFCD shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

LFCD agrees to provide space to HIGHLANDS as described in section 2 at a charge of $3,152 including utilities for 7171 Bowling Drive, Ste. 1120 until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.

4. Maintenance and Operations.

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of LFCD; LFCD will provide its own janitorial service and/or janitorial staff to clean classroom and restroom space at 7171 Bowling Drive.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires LFCD to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LFCD directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a

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dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LFCD property. LFCD reserves the right to implement a process for submission of maintenance /repair requests.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LFCD' prior written consent. LFCD approval of any improvements, including the work schedule, work hours, and modifications, shall be at Saint reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LFCD's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. LFCD or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LFCD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LFCD requires the cessation of work, LFCD and HIGHLANDS will immediately meet to address LFCD concerns. No construction or installation will resume until LFCD's concerns are adequately addressed.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the

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site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. LFCD shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of LFCD and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LFCD reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

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9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by LFCD, and shall remain in procession of LFCD at all times.

10. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LFCD in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. LFCD's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, LFCD, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the LFCD's use of the site or from the conduct of its business, including conduct of its board of directors,

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administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by LFCD, in or about the site; LFCD's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LFCD, HIGHLANDS, shall indemnify, hold harmless, and defend LFCD, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against LFCD, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, LFCD from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend LFCD and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Marketing.

HIGHLANDS and LFCD will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and LFCD.

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15. Access to Inspection.

HIGHLANDS shall permit LFCD, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LFCD to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LFCD' oversight obligations. LFCD shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

16. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

17. Taxes.

LFCD shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LFCD located at the site or used by HIGHLANDS.

18. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter And Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

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LFCD: Kathy Chao Rothberg
Lao Family Community Development, Inc.
7171 Bowling Drive, Suite 1120
Sacramento, CA 95823
Attention: Executive Director

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

19. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

20. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

21. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

22. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

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23. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

24. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

25. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

26. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

27. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

28. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

29. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

30. Dispute Resolution.

In the event of any dispute between HIGHLANDS and LFCD regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LFCD' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 10.27.23

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: Oct 28, 2023

Kathy Chao Rothberg, Executive Director
Lao Family Community Development, Inc.

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THIRD AMENDMENT TO LEASE AGREEMENT

THIS Third Amendment to Lease Agreement, is made this 30th day of June 2023. by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Anne Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about November 13, 2018, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Anne Parish property located at 7720 24th Street, Sacramento, California 95832, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about June 30, 2019, Landlord and Tenant entered into that certain First Amendment to Lease Agreement; and

WHEREAS, on or about September 30, 2020, Landlord and Tenant entered into that certain Second Amendment to Lease Agreement; and

WHEREAS, Tenant has now requested to extend the term of this Lease, and Landlord is amenable to such;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective July 1, 2023, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 Term, shall be replaced in its entirety with following:

"The term of this Lease shall commence on November 13, 2018 and end on June 30, 2028. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1 Base Rent, wherein the following shall be added to the end of said paragraph:

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"For the period July 1, 2023 through June 30, 2024, Tenant shall pay to Landlord Base Rent of Three-Thousand, Four-Hundred, and Forty-Nine Dollars ($3,449.00) per month.

For the period July 1, 2024 through June 30, 2025, Tenant shall pay to Landlord Base Rent of Three -Thousand, Six-Hundred, and Twenty-Two Dollars ($3,622.00) per month.

For the period July 1, 2025 through June 30, 2026, Tenant shall pay to Landlord Base Rent of Three -Thousand, Eight-Hundred, and Three Dollars ($3,803.00) per month.

For the period July 1, 2026 through June 30, 2027, Tenant shall pay to Landlord Base Rent of Three -Thousand, Nine-Hundred, and Ninety-Three Dollars ($3,993.00) per month.

For the period July 1, 2027 through June 30, 2028, Tenant shall pay to Landlord Base Rent of Four -Thousand, One-Hundred, and Ninety-Three Dollars ($4,193.00) per month.

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Anne Parish, Sacramento, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Pastor of St. Anne Parish- Sacramento, a Corporation sole

By: Rev. Lawrence Mwenda Kithinji,
Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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SECOND AMENDMENT TO LEASE AGREEMENT

THIS Second Amendment to Lease Agreement, is made this 30th day of September 2020, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Anne Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about November 13, 2018, Landlord and Tenant entered into that certain Lease Agreement for a portion of the St. Anne Parish property located at 7720 24th Street, Sacramento, California 95832, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about June 30, 2019, Landlord and Tenant entered into that certain First Amendment to Lease Agreement; and

WHEREAS, Tenant has now requested to lease an additional classroom and office space and extend the term of this Lease, and Landlord is amenable to such;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective October 1, 2020, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 1.0 Premises. shall be replaced in its entirety with following:

"Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: (2) Classrooms 1, 2, and 3; Office A and Office B; all as further described herein and/or depicted on 2nd Amended Exhibit A which is attached hereto, all located at 7720 24th Street, Sacramento, California 95832 (herein, the "Premises"). All other facilities at the St. Anne Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease."

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B. Paragraph 2.0 Term. shall be replaced in its entirety with following:

"The term of this Lease shall commence on November 13, 2018 and end on June 30, 2023. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party."

C. Paragraph 3.1 Base Rent. shall be replaced in its entirety with following:

"For the period November 13, 2018 through September 30, 2020, Tenant shall pay to Landlord Base Rent of Two-Thousand, One-Hundred, and Eighty-Five Dollars ($2,185.00) per month.

For the period October 1, 2020 through June 30, 2023, Tenant shall pay to Landlord Base Rent of Three-Thousand, Two-Hundred, and Eighty-Five Dollars ($3,285.00) per month."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Anne Parish, Sacramento, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Pastor of St. Anne Parish- Sacramento, a Corporation sole

By: Rev. Lawrence Mwenda Kithinji,
Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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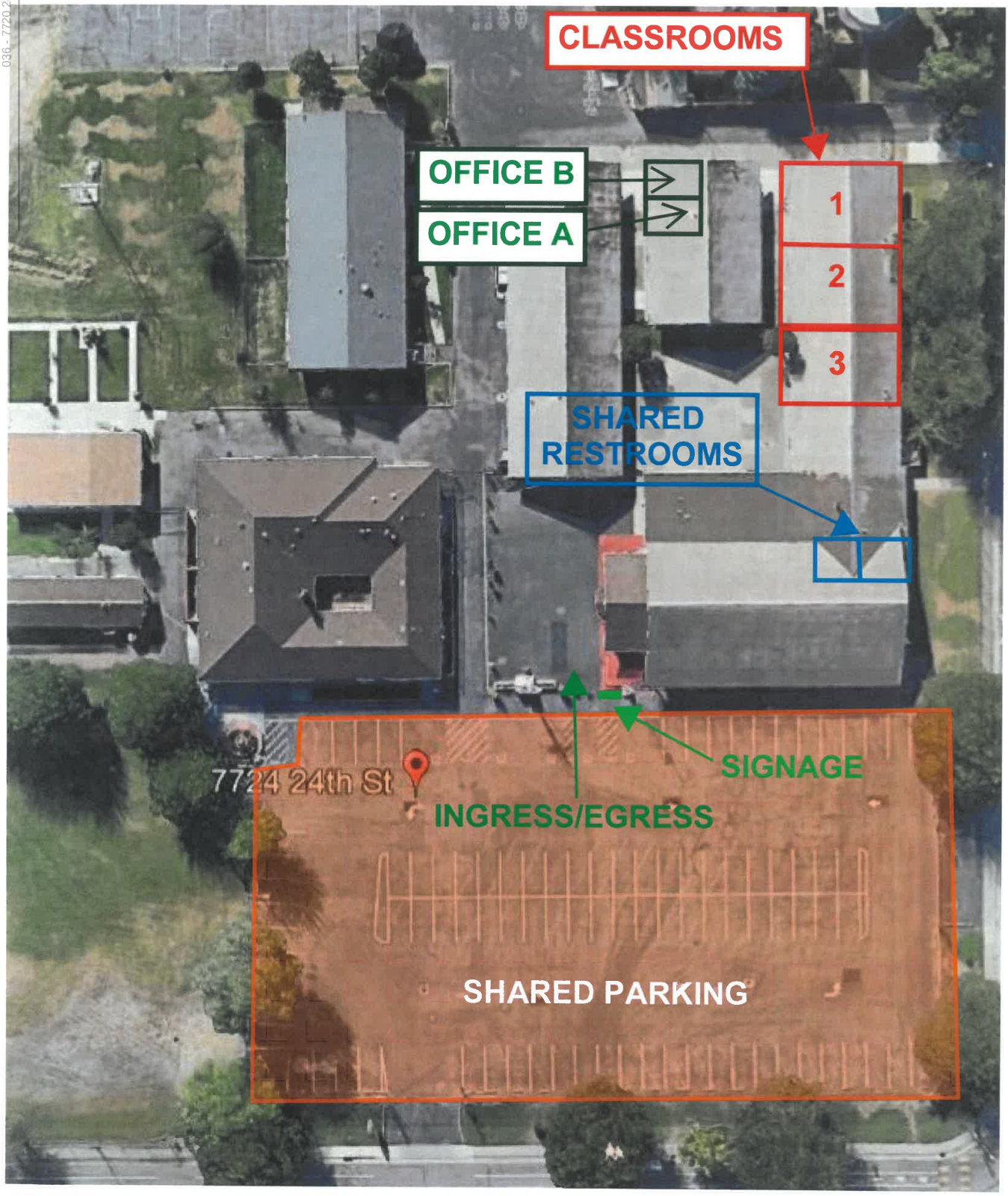
SECOND AMENDED EXHIBIT A



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LEASE AGREEMENT

This Lease Agreement entered into as of November 15, 2018, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Anne Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: (2) Classrooms 1 and 2; and Office A; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 7720 24th Street, Sacramento, California 95832 (herein, the "Premises"). All other facilities at the St. Anne Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for one year, commencing on November 13, 2018 and ending on November 12, 2019. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease Base Rent of Two-Thousand, One-Hundred, and Eighty-Five Dollars ($2,185.00) per month.

3.2 Additional Rent. None.

3.3 Payment of Base Rent. Base Rent shall be payable monthly in advance to Landlord, on or before the first day (1st) of the month at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

3.4 Payment of Additional Rent. None.

3.5 Rent Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Four Thousand, Three Hundred and Seventy Dollars (4,370.00) representing the first and last months' Base Rent.

3.6 Application of Rent Deposit. Upon default by Tenant under this Lease, Landlord may apply the last month's rent to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of this application from Landlord, Tenant shall pay to Landlord an amount equal to that

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applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the tenth (10th) day of the month. Late fees may be assessed at five percent (5%) of the past due amount at the sole discretion of Landlord after the tenth (10th) day of the month.

4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate General Equivalency Diploma classes, English Second Language classes for adult students, Citizenship classes, Early Childhood Development Courses, and to provide child care services for children of those adult students while they attend classes; and no part of the Premises and appurtenant grounds shall be used for any different purpose and no part of the Premises (or additional areas that Tenant may have access to under paragraph 4.3 and 4.4 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Landlord shall have access to and use of that portion of the Premises which is classrooms 1 and 2 and Office A Monday through Friday from 8:00 a.m. to 9:00 p.m.

4.2.2 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

4.3 During its hours of operation as described in paragraph 4.2 above, Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the School Restrooms as depicted on Exhibit A and also the bathroom located in the near Office A, also as depicted on Exhibit A.

4.4 Tenant and Tenant's guests shall be allowed to use the parking area as identified on Exhibit A. Tenant and Tenant's guests shall not park vehicles, nor pick-up or drop-off in any other area of the St. Anne Parish.

4.5 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional areas set forth in paragraphs 4.3 and 4.4 above, it will restore those additional areas to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students or other invitees at all times while in the classrooms or on the

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Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the St. Anne Parish facilities at any time.

5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit B and is included by reference herein.

6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems (if any), provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that arise out of the direct use by Tenant and/or the acts of Tenant's students, employees,

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agents, or invitees. All shared common areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord, shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of three million dollars ($3,000,000) and automobile liability insurance with a minimum per accident limit of three million dollars ($3,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under this Lease Agreement. Said general liability insurance shall include coverage for claims arising from sexual abuse of minors. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole, and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without 30 days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's

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employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under paragraph 4.3 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

10.3 to continue this Lease in force or to terminate it at any time;

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10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not place or permit to be placed in, upon, about, or outside the Premises any sign, notice, drapes, shutters, blinds, or display of any kind without the prior written consent of Landlord in its sole discretion. Notwithstanding the foregoing, Tenant shall be allowed to place a sign on the fence in the location identified on Exhibit A, such sign content to be approved by Landlord in its reasonable discretion.

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16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term or option extending the Lease Term. Any holding over shall not constitute a renewal or extension.

17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however, have the right to claim and recover, from the condemning authority only, but not from Landlord, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall indemnify, defend, and hold harmless the Landlord, and the other constituent

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organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorneys fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease Term or extension, then Tenant shall pay any taxes assessed against the leased Premises and any personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

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20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

20.1 To Landlord: Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to: Pastor
St. Anne Parish
7720 24th Street, Sacramento, CA 95832

20.2 To Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

25.0 Janitorial Services. Tenant shall be responsible for providing janitorial services to the Premises at Tenant's sole cost.

26.0 Intentionally Omitted

27.0 Intentionally Omitted.

28.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only. Such utilities charges will include sewer, water, gas, electricity, and garbage.

29.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

30.0 Mediation and Arbitration of Disputes.

30.1 Subject to subsection 30.2 below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or

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validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

30.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

31.0 Entire Agreement. This Lease, together with the attached Exhibit A and B, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

32.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

33.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

34.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole

By: Rev. Michael D. Vaughan

Its: Vicar General

Pastor of St. Anne Parish, Sacramento,
a corporation sole

By: Rev. Joseph Huong X. Nguyen

Its: Pastor/Incumbent

TENANT:

Highlands Charter School, Inc., a California non-for-profit corporation

By: Murdoch Smith

Its: Executive Director

From:	Ellen Doty <edoty@ymclegal.com>
Sent time:	02/20/2026 01:17:25 PM
To:	Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc:	YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject:	FW: Lease Agreement Request: Site List
Attachments:	image001.jpg image002.png image003.png image004.png image005.png 054 - 3801 Florin Rd Suite 107.pdf 056 - 5537 Hemlock St.pdf 057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf 058 - 1964 Rumrill Blvd (Inactive 09.12.25).pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:13 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:35 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590

–

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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–

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

July 15, 2025

Via Electronic Mail

Lao Family Community Development
2325 E 12th St # 226,
Oakland, CA 94601

Attention: Kathy Chao Rothberg

Subject: **Ninety (90) Day Notice**

This letter is in reference to the Lease Agreement that was executed on July 1,2022 for 1964 Rumrill Blvd, San Pablo, CA 94806. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is September 12, 2025.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at jonathan.raymond@hccts.org

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

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HIGHLANDS
COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

Additional clarification for San Pablo and CARE Campus Oakland site

Kathy Chao Rothberg <krothberg@lfcd.org> Tue, Apr 9, 2024 at 4:45 PM
To: Kathy Chao Rothberg <krothberg@lfcd.org>, Matthew Lemos <matthew.lemos@hccts.org>, Khanmalee Rattanasith <krattanasith@lfcd.org>, HCCTS Finance Team <finance@hccts.org>, Accounts Payable Accounts Payable <ap@hccts.org>, Rich Henning <rich.henning@hccts.org>

The 8480 Edes Ave-CARE Campus Oakland
Base Market Rent: 1,260 SF X$2.78 PSF= $3,502
CAM: 1,260X$1.19 PSF = $1,498
Total: $5,000 per month

Take into consideration LFCD provided a $180,000 to purchase the multi-purpose building for HCCTS.

The 1964 Rumrill Blvd.
Base Market Rent: 2,200 SF X$1.55 PSF= $3,410
CAM: 2,200X$1.34 PSF =$2,948
Total: $6,358 rent per month

Effective Date for 1964 Rumrill Blvd is 09.01.22.
3% CPI increase per FY.

--
Kathy Chao Rothberg
CEO
E: krothberg@lfcd.org
T: 510.533.8850
F: 510.533.2676

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MEMORANDUM OF UNDERSTANDING BETWEEN

HIGHLANDS COMMUNITY CHARTER SCHOOL AND TECHNICAL SCHOOLS AND

LAO FAMILY COMMUNITY DEVELOPMENT, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July 1, 2022 (the "Effective Date"), by and between Highlands Community Charter School and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and the Lao Family Community Development Inc., a non-profit community-based organization organized and existing under the laws of the State of California (hereinafter "LFCD").

WHEREAS, LFCD is the owner of a certain real property and its main facilities are located at 1964/1966 Rumrill Blvd, San Pablo, CA 94806. Classroom and office facilities to be utilized under the terms of this agreement are located at 1964/1966 Rumrill Blvd., San Pablo, CA 94806.

WHEREAS, HIGHLANDS and LFCD desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of LFCD's sites during the 2022 to 2027 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LFCD hereby agrees as follows:

1. General Information

a) Both HIGHLANDS and LFCD agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

b) Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/ or English Language Development.

c) Each student will be subject to policies, rules, and regulations of HIGHLANDS.

2. Use of the Site

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LFCD hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the sites for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs for adults. HIGHLANDS' use of the sites shall comply with all LFCD policies and regulations and/ or practices applicable and maintaining all licenses and/ or permits necessary, if any, for conducting a California public charter school for adults. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

- 2 Large Classrooms and Office space/Teacher's Space (2,200 SF)
- Secure storage for textbooks and supplies/student study kitchen lounge
- Men's and Women's ADA restrooms
- Adequate parking for students and staff

a) Term. HIGHLANDS' use of the site shall be for the 2022 - 2027 school years commencing on July 1, 2022 and terminating on June 30, 2027. Rent is waived 07/01/22 to 08/30/22. The rent start date is 09/01/2022. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

b) Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with LFCD's shared use of the site, if any. LFCD's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the site.

c) Reversion to LFCD. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and LFCD's equipment thereon, shall revert to LFCD.

d) Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LFCD with reasonable advance notice of the time and nature of the drill.

e) Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and

maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from LFCD, if available. Upon completion of equipment conducted by LFCD, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

f) Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and LFCD agree to conduct an inspection of the site to determine that the site is safe, adequate, and

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appropriate, to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LFCD shall do whatever is necessary to make the space or facility safe or compliant at its sole expense or on terms that HCCTS and LFCD mutually agree to.

3. Facilities Use and Rent

a) LFCD agrees to provide space to HIGHLANDS as described in section 2 at a charge of $6,358.00 (Price per SF is $2.89 X 2200 SF = $6,358.00 per month. This includes utilities. Either party may terminate this MOU by giving a written notice of intention to terminate at least (90) days prior to the date of termination or until June 30. 2027. There is an annual COLA adjustment of CPI for the SF Bay Area or 3% annual minimum and a 5% annual maximum.

4. Instruction

All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff.

Any and all staff teaching HIGHLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

5. Maintenance and Operations

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of LFCD; LFCD will provide its own janitorial service and/ or janitorial staff to clean classroom and restroom space at 3X a week.

In the event that HIGHLANDS requires LFCD to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LFCD directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LFCD property. LFCD reserves the right to implement a process for submission of maintenance/repair requests.

6. Installation of Improvements by HIGHLANDS.

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HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LFCD" prior written consent. LFCD approval of any improvements, including the work schedule, work hours, and modifications, shall be at its reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LFCD"s construction requirements.

The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. LFCD or its agent· shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LFCD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LFCD requires the cessation of work, LFCD and HIGHLANDS will immediately meet to address LFCD concerns. No construction or installation will resume until LFCD's concerns are adequately addressed.

7. Provision of Facilities

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2022.

8. Security System/Keys

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/ or site visits/monitoring by a private security patrol.

9. Condition of Property

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct.

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LFCD shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards.

HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of LFCD and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution.

If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LFCD reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property

The Parties acknowledge that title to the site and all improvements are held by LFCD, and shall remain in procession of LFCD at all times.

11. Surrender of Premises

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LFCD in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omission, minus normal wear and tear, after vacating the site.

12. Insurance

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. LFCD's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

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13. Indemnification

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, LFCD, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgment rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the LFCD's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by LFCD, in or about the site.

LFCD's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/ or costs. With the exception of

any liability, claims or damages caused solely by the active negligence or willful misconduct of LFCD, HIGHLANDS, shall indemnify, hold harmless, and defend LFCD, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/ or any judgment rendered against LFCD, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, LFCD from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/ or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend LFCD and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/ or costs.

14. Placement of Signs

HIGHLANDS may display banners and/ or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/ or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises. HIGHLANDS to comply with local signage ordinance.

15. Marketing

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HIGHLANDS and LFCD will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and LFCD.

16. Access to Inspection

HIGHLANDS shall permit LFCD, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LFCD to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LFCD' oversight obligations. LFCD shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination

The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention. Notwithstanding there is a requirement of 90 days advance notice on the lease termination notice.

18. Taxes

LFCD shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LFCD located at the site or used by HIGHLANDS.

19. Notice

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or

certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

Murdock Smith, Executive Director

Highlands Community Charter School 1333 Grand Ave.

Sacramento, California 95838

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Kathy Chao Rothberg, CEO

Lao Family Community Development, Inc. 2325 E. 12th Street, Suite 226

Oakland, CA 94601

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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25. Successors and Assigns

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Captions

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution

In the event of any dispute between HIGHLANDS and LFCD regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LFCD' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet

with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____

Murdock Smith, Executive Director

Highlands Community Charter & Technical School

Date: 7/3/24

By _____

Kathy Chao Rothberg, CEO

Lao Family Community Development, Inc.

Date: 7/22/2024

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SUBLEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
THE RUSSIAN LIBRARY AND CULTURAL CENTER

THIS SUBLEASE AGREEMENT (hereinafter "SUBLEASE") is made and entered into as of this 1st day of October, 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and TRLCC (hereinafter "TRLCC") (HIGHLANDS and TRLCC being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, TRLCC is the lessee of a certain real property located at 5537 Hemlock Street, Sacramento, CA 95841 (the "Site" or "Premises");

WHEREAS, TRLCC is entering into this Sublease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and TRLCC desire to enter into this SUBLEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of TRLCC'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and TRLCC hereby agree as follows:

1. Premises

The subleased Premises shall be a portion of the Site, such Premises consisting of approximately 1,200 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Sublease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Sublease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, if at all, by written notice ("**Option Notice")** delivered by HIGHLANDS to TRLCC not less than three (3) months prior to the then-scheduled Expiration Date. In the event the

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Term of this Sublease shall be extended under this Section, then all of the terms, covenants and conditions of the Sublease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with TRLCC's shared use of the Site, if any. TRLCC's shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to TRLCC. Upon the expiration of this SUBLEASE by its terms, the right to use and to occupy the site and its facilities, and TRLCC equipment thereon, shall revert to TRLCC.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide TRLCC with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from TRLCC, if available. TRLCC agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with TRLCC further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this SUBLEASE, HIGHLANDS and TRLCC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) TRLCC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

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2. Facilities Use.

TRLCC agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.72 per square foot ($2,064.00 monthly) until either party shall terminate this SUBLEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 1,200 square feet.

HIGHLANDS agrees to pay $ 350.00 monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, trash, internet access, and telephone usage.

3. Maintenance and Operations.

A. TRLCC Obligations. TRLCC shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. TRLCC's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires TRLCC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify TRLCC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to TRLCC's property. TRLCC reserves the right to implement a process for submission of maintenance /repair requests.

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4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this SUBLEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of TRLCC and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the

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generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose TRLCC or HIGHLANDS to any liability therefor. In addition, TRLCC may condition its consent to any Reportable Use upon receiving such additional assurances as TRLCC reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Sublease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform TRLCC. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by TRLCC, HIGHLANDS shall immediately give written notice of such fact to TRLCC, and provide TRLCC with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this SUBLEASE, by or for HIGHLANDS, or any third party.

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iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold TRLCC and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Sublease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. TRLCC Indemnification. TRLCC shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of TRLCC. No termination, cancellation or release agreement entered into by TRLCC and HIGHLANDS shall release TRLCC from its obligations under this SUBLEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Sublease, then HIGHLANDS shall notify TRLCC and TRLCC shall make the investigation and remediation thereof required by the Applicable Requirements and this Sublease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to October 1, 2024, then HIGHLANDS may terminate this Sublease upon written notice to TRLCC if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this SUBLEASE, HIGHLANDS shall, at

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HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without TRLCC's prior written consent. TRLCC approval of any improvements, including the work schedule, work hours, and modifications, shall be at TRLCC's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with TRLCC'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. TRLCC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and TRLCC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event TRLCC requires the cessation of work, TRLCC and HIGHLANDS will immediately meet to address TRLCC's concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

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8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. TRLCC shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this SUBLEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of TRLCC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, TRLCC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by TRLCC, and shall remain in procession of TRLCC at all times.

10. Surrender of Premises.

Upon the expiration of this SUBLEASE, or any extension thereof, or termination of this SUBLEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to TRLCC in substantially the same condition as existing on the date of commencement of this SUBLEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to

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the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. TRLCC and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, TRLCC and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against TRLCC or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

TRLCC'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, TRLCC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the TRLCC's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by TRLCC, in or about the site; TRLCC's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of

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any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of TRLCC, HIGHLANDS, shall indemnify, hold harmless, and defend TRLCC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against TRLCC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, TRLCC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend TRLCC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this SUBLEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of TRLCC. If the entirety of the Site is taken, then

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the Condemnation awards and/or payments shall be the property of TRLCC.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit TRLCC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit TRLCC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. TRLCC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this SUBLEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this SUBLEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Sublease, Highlands may immediately terminate this Sublease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and TRLCC shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an

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annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to TRLCC, based on HIGHLAND's tax exempt status during the term of this Sublease, shall be credited towards HIGHLAND'S rent payable under this Sublease. TRLCC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of TRLCC located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this SUBLEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

TRLCC: Attention: Chief Executive Director
Taissia Suvorova
The Russian Library & Cultural Center
5537 Hemlock Street
Sacramento, CA 95841

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this SUBLEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this SUBLEASE on any third party, without the written consent of the other Party.

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21. Independent Status.

This SUBLEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This SUBLEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this SUBLEASE that are not fully expressed in this SUBLEASE. This SUBLEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this SUBLEASE be waived, except by written instrument signed by the party to be otherwise expressly permitted in this SUBLEASE.

23. California Law.

This SUBLEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This SUBLEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Sublease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

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27. Counterparts.

This SUBLEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Amendments.

This Sublease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this SUBLEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this SUBLEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This SUBLEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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IN WITNESS WHEREOF, the Parties hereto have executed this SUBLEASE on the Effective Date.

By: _____ Date: 9/24/24

Bill McGuire , Executive Director
Highlands Community Charter School

By: DocuSigned by: Taissia Suvorova CE86B896BC2F49B... Date: 10/08/24

Taissia Suvorova
The Russian Library & Cultural Center

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EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of 5537 Hemlock Street on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.



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EXHIBIT B

Parking Diagram; Access Rules; Schedule

Monday through Friday 07:30 AM to 09:00 PM.



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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. TRLCC'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. TRLCC shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and TRLCC shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND
THE RUSSIAN LIBRIARY & CULTURAL CENTER

April 1, 2023

THIS Addendum to the Memorandum of Understanding ("MOU") is made on April 1, 2023 (the "Effective Date"), by and between The Russian Library & Cultural Center, a non-profit community service organization; organized and existing under the laws of the State of California (hereinafter "TRLCC") and Highlands Community Charter and Technical Schools, a California non-profit corporation (hereinafter "HCCTS").

WHEREAS, TRLCC is the master leaser of certain real property and facilities located at 5537 Hemlock Street, Sacramento, CA 95841 (the "Site");

WHEREAS, TRLCC and the HCCTS entered into an MOU to document the arrangement between the parties regarding the HCCTS use of the Site on a month to month basis pursuant to the conditions set forth in the MOU;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree to an ADDENDUM as follows:

Facilities Use

HIGHLANDS agrees to pay $350 monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, and trash.

All other terms and conditions of the original AGREEMENTS shall remain in full force.

HIGHLANDS:
Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838
Murdock.smith@hccts.org

TRLCC:
Taissia Suvorova
The Russian Library & Cultural Center
5537 Hemlock Street
Sacramento, CA 95841
Attention: Chief Executive Officer

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IN WITNESS WHEREOF, the Parties hereto have executed this Addendum on the Effective Date.

By: _____ Date: 4.13.2023

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools

By: _____ Date: 04/27/2023

Taissia Suvorova
The Russian Library & Cultural Center

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
THE RUSSIAN LIBRARY & CULTURAL CENTER

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of December, 2021 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and The Russian Library & Cultural Center (TRLCC), a non-profit community based organization organized and existing under the laws of the State of California (hereinafter "TRLCC").

I. RECITALS

WHEREAS, TRLCC is the master leaser of a certain real property and its main facilities are located at 5537 Hemlock Street, Sacramento, CA 95841. Classroom and office facilities to be utilized under the terms of this agreement are located at 5537 Hemlock Street, Sacramento, CA 95841.

WHEREAS, HIGHLANDS and TRLCC desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS's use of TRLCC's site during the 2021-22 and 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and TRLCC hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and TRLCC agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS while attending classes at TRLCC.

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2. Use of the Site.

TRLCC hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS's use of the Site shall comply with all TRLCC policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Access to restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS' use of the site shall be for the 2021-22 and 2022-23 school years commencing on December 1, 2021 and terminating on June 30, 2023. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the site shall not interfere with TRLCC's shared use of the site, if any. TRLCC's shared use of the site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to TRLCC. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and TRLCC's equipment thereon, shall revert to TRLCC.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide TRLCC with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from TRLCC, if available. Upon completion of equipment conducted by TRLCC, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to

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repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and TRLCC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) TRLCC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

TRLCC agrees to provide space to HIGHLANDS as described in section 2 at a charge of $2,000 per month until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2023.

4. Instruction.

All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS's staff.

Any and all staff teaching HIGLANDS students must meet with HIGHLANDS Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS's executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

5. Maintenance and Operations.

The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of TRLCC. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires TRLCC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify TRLCC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to TRLCC property. TRLCC reserves

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the right to implement a process for submission of maintenance /repair requests.

6. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without TRLCC prior written consent. TRLCC approval of any improvements, including the work schedule, work hours, and modifications, shall be at reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with TRLCC construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. TRLCC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and TRLCC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event TRLCC requires the cessation of work, TRLCC and HIGHLANDS will immediately meet to address TRLCC concerns. No construction or installation will resume until TRLCC concerns are adequately addressed.

7. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than December 1, 2021.

8. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

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9. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. TRLCC shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of TRLCC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, TRLCC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by TRLCC, and shall remain in procession of TRLCC at all times.

11. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all

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improvements located thereon and deliver up to TRLCC in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

12. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. TRLCC insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

13. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, TRLCC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, TRLCC use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by TRLCC, in or about the site; TRLCC obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of TRLCC, HIGHLANDS, shall indemnify, hold harmless, and defend TRLCC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions

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and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against TRLCC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, TRLCC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend TRLCC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

14. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

15. Marketing.

HIGHLANDS and TRLCC will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and TRLCC.

16. Access to Inspection.

HIGHLANDS shall permit TRLCC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit TRLCC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting TRLCC oversight obligations. TRLCC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

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17. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

18. Taxes.

TRLCC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of TRLCC located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

TRLCC: Taissia Suvorova
The Russian Library & Cultural Center
5537 Hemlock Street
Sacramento, CA 95841
Attention: Chief Executive Officer

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges

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under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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27. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution.

In the event of any dispute between HIGHLANDS and TRLCC regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to TRLCC Pastor and HIGHLANDS' Executive Director. The Pastor and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Pastor and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 11.06.2021

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 11.08.2021

Taissia Suvorova, CEO
The Russian Library & Cultural Center

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SECOND LEASE ADDENDUM

This **SECOND LEASE ADDENDUM** modifies and supplements that certain lease agreement ("Lease") dated January 15, 2022, between **The VMZ Development LLC** ("Lessor") and the **Highlands Community Charter and Technical Schools** ("Lessee" or "HCCS"). Lessor and Lessee are sometimes collectively referred to hereafter as the "Parties" and individually as a "Party."

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE LEASE, THE PARTIES HEREBY AGREE AS FOLLOWS:

3. OPTION TO RENEW $1.60 * 11,142 SQFT = $17,827.20

The Parties hereby acknowledge that HCCS has given notice, and Landlord has accepted, that HCCS has exercised both of its two-year options to extend the Lease, thereby extending the term through March 31, 2028. The rent for the extended term shall be as already set forth in the Lease in paragraph 2.

41. ADDITIONAL TERMS

1. ROOF REPLACEMENT

Lessee agrees to replace the roof serving its Premises, new and of the same or substantially similar roofing system and quality of materials to what exists currently, at its own expense. Lessee shall present three bids from duly licensed, bonded and insured roofing contractors to Lessor for approval and Lessor shall select which vendor Lessee shall hire. The bids shall include estimates for permit fees and materials recycling. Any change orders shall be presented to the Lessor for approval before starting work on that change order.

Lessor shall reimburse Lessee for its total out-of-pocket costs for the roof replacement on a monthly basis, as follows: the total amount of the Lessor-approved bid plus all Lessor-approved change orders, divided into monthly payments based on the number of months remaining in the Lease term at the time the roof replacement project is complete. The roof replacement project shall be deemed complete on the next first of the month after it passes final inspection.

Such monthly payments may be applied as rent credits at Lessor's sole discretion.

[SIGNATURES FOLLOW]

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IN WITNESS WHEREOF, the respective parties hereto set their hands the day and year written below.

LESSOR:

By: _____
Vachagan Zakaryan, Managing Member

Date: 03/27/2024

LESSEE:

Highlands Community Charter and Technical Schools

By: _____
Murdock Smith, Executive Director

Date: 2/25/24

APPROVED AS TO FORM:

By: _____
Legal Counsel to HCCS

Date: _____

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ADDENDUM NO. 1
TO MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL (HIGHLANDS)
AND
THE VMZ DEVELOPMENT LLC

The following addition(s) to the Memorandum of Understanding, dated January 18, 2022, were agreed upon by the two parties, HIGHLANDS and The VMZ Development LLC:

2. Term and Rent

At the end of the second paragraph, paragraph B, of this Section on the MOU, the following shall be added:

Lessee shall pay first and last month's rent no later than March 1, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this ADDENDUM to the MOU on the effective date of February 14, 2022.

By: _____ Date: 2/14/2022
Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: February 14, 2022
Vachagan Zakaryan, CEO
The VMZ Development LLC

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OFFICE COMMERCIAL LEASE (DRAFT)

THIS LEASE is dated January 01 / 18 / 2022, 2022, for reference purposes only, and is made by and between **The VMZ Development LLC** a California Limited Liability Corporation, hereinafter called the **"Lessor"** and the Highlands Community Charter and Technical Schools, a California nonprofit company who operates adult school and related administrative services, hereinafter called **"Lessee"** or **"HCCS."** Lessor and Lessee are sometimes collectively referred to hereinafter as the **"Parties"** and individually as a **"Party."**

RECITALS

WHEREAS, Lessee is desirous of leasing the herein described Premises and Lessor is desirous of leasing to Lessee said Premises; and **WHEREAS**, Lessor and Lessee have agreed upon the terms of a modified NNN lease for said Premises, as defined below; **NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

AGREEMENTS

1. THE PREMISES.

In consideration of the rents and performance of the covenants herein agreed to be paid and performed by the respective Parties hereto, Lessor does hereby lease to Lessee the following described Premises and Lessee does hereby lease from Lessor the hereinafter described Premises containing approximately 11,142 square feet ("Premises") of rentable space as shown by As Built plans in a Building located having an address of 3801 Florin Road Suite 107, Sacramento, California, together with the right to use, on an exclusive basis, a minimum of 60 dedicated parking spaces in the main parking lot in front of the center. The Premise has entrances at Florin Road and Luther Drive. The Premises are further identified on the plan attached hereto as Exhibit "A" and incorporated herein by reference.

2. TERM AND RENT.

A. Term. The term of this Lease shall be twenty-four (24) full calendar months (the **"Term"**), commencing and ending on the dates set forth in the Memorandum of Commencement Date submitted by Lessee as provided below. Notwithstanding anything to the contrary in this Lease, Lessee shall not be required, and shall have no obligation, to accept possession of the Premises for purposes of commencement of the Term any earlier than March 1, 2022. From January 1, 2022 to February 28, 2022 the Landlord will give keys so Lessee may have access to the Premise to do Lessee's Work without rent payment.

B. Memorandum of Commencement Date. Within ten (10) days after Lessor's delivery of possession of the Premises to Lessee with all of Landlord's Work (identified in Section 6 below if any) **"Substantially Complete"** (as defined in Section 8 below), the Lessor and Lessee shall execute the Memorandum of Commencement Date attached hereto as Exhibit "B" to confirm the commencement date of the Term of this Lease (the **"Commencement Date"**). In the event the Commencement Date of the Term falls on a day other than the first day

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of a calendar month, the first rent payment and last rent payment, if the expiration date is not the last day of the month, shall be prorated accordingly.

C.	**Monthly Rent.** During the Term of the Lease, Lessee shall pay monthly rent as follows:	
Months 01 - 24	$1.45 per square foot / $16, 155.00 per month (Rentable is 11, 142 SF)	03.01.22-02.28.24
Months 25-48	$1.50 per square foot/ $16,713.00 per month (Rentable is 11,142 SF)	03.01.24 - 02.28.26
Months 49-72	$1.55 per square foot/$17,270.00 per month (Rentable is 11,142 SF)	03.01.26 - 02.28.28

D. Payment of Rent. Rent shall be payable at the beginning of each calendar month on the 1st but no later than the 3rd of the month during the Term of this Lease and any renewals thereof. Lessor shall provide Lessee with monthly invoices for the rent. Lessor authorizes Lessee to make all rental payments via ACH to Lessor's bank account for this Lease.

3. OPTION TO RENEW.

Lessee shall hold an option to renew this Lease for up to two (2) successive additional periods of two years each upon the same terms and conditions as contained herein. The Lessee may ask the Lessor to take into consideration any re-carpeting/re-flooring and repainting requested by Lessee following its exercise of the first of two options to renew as set forth. Lessee shall continue to make the rental payment, while the Landlord makes the updates on a term that Lessee and Lessor will work out mutually.

Lessee shall exercise each option to renew by giving written notice to Lessor not later than one hundred twenty (120) days prior to the expiration of the then current term, which notice shall specify the length of the term for which Lessee desires to renew the Lease via the exercise of each option. A renewal beyond the option period rent shall be negotiated and agreed upon no later than 120 days before the expiration of the then current term/option period of this Lease. Should the monthly rent not be agreed upon by the parties within sixty (60) days before the expiration of the then current term of this Lease, then the option to renew shall expire. Should the option to renew expire, Lessee shall be entitled to hold over for a minimum period of ninety (90) days upon the same terms and conditions as in this Lease.

4. OPTION TO LEASE ADDITIONAL SPACE.

During the Term of this Lease and any renewals thereof, Lessee shall have the option to lease if vacant–available that area shown as the **"Additional Space"** on Exhibit "A" attached hereto and incorporated by reference, by adding the Additional Space to this Lease at the same rental per square foot as Lessee is then currently paying for the Premises. Lessor will let the Lessee know as soon as any space shall become available. Lessee shall give Lessor thirty (30) days' written notice of Lessee's election to exercise this option to add the Additional Space to this Lease. Within sixty (60) days after Lessor's receipt of such notice, Lessor shall deliver possession of the Additional Space to Lessee ready for occupancy and complete with tenant improvements of the same kind and quality as have been previously provided in the original Premises Within ten (10) days after delivery of the Additional Space

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to Lessee ready for occupancy, the Lessor and Lessee shall execute a revised Memorandum of Commencement Date to confirm the new total square footage being occupied by Lessee under this Lease and the then applicable rent.

5. USE OF PREMISES.

The Premises shall be used primarily for HCCS and its partners' administration, office purposes, meeting and workshop training, counseling, one on one independent adult education and for related purposes, and for no other purposes without Lessor's prior written consent. Lessee shall comply with all applicable federal, state and local laws , zoning, planning, and regulations in connection with its use and occupancy of the Premise.

6. PLANS AND SPECIFICATIONS.

A. Lessor's Construction of Tenant Improvements. On or before the Completion Date, Lessor shall provide the tenant improvements as set forth in Exhibit "C" attached hereto and incorporated herein by reference (the "Landlord's Work"). The "Completion Date" for Landlord's Work is identified in Exhibit C. All Landlord's Work shall be performed by licensed contractors, as applicable, and shall conform with all applicable building codes and regulations, including without limitation Title 24 of the California Code of Regulations and the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., as amended Americans with Disabilities Act ("ADA"), at the time of Lessor's delivery of the Premises to Lessee. Lessor must re-install the required pedestrian gate per ADA requirements on the Luther Drive side along the ADA public way access path way and to stripe and light any pathway to meet ADA compliance including making any bathrooms ADA compliant. Lessor and Lessee will inspect the property and any work that is identified as Landlord Work will be completed by or before 3/1/2022.

B. Governmental Approvals. Lessor shall be responsible for obtaining approval for the Landlord's Work from all necessary government agencies and shall pay all development and building permit fees, utility relocation charges, utility hook-up fees and charges, and the like required for the site work and for the completion of the Landlord's Work. The Parties agree that they shall be bound by any change to the Landlord's Work ordered as a condition of government approval.

7. PERMITTED DELAYS.

The construction period provided for in Section 6 above shall be extended by a number of days equal to the number of days during which construction is delayed by any of the following (a **"Permitted Delay"**):

A. Force Majeure. Material shortages, strikes, lockouts, boycotts, governmental actions, war, riot, insurrection, rebellion, acts of God, fire, flood, or earthquake.

B. Changes in Landlord's Work Requested by Lessee. Any change in the Landlord's Work requested by Lessee which will substantially increase the time needed to construct the Landlord's Work.

C. Delay by Lessee. Any delay caused by the Lessee.

D. Delay in Governmental Approvals. Any delay with respect to obtaining governmental approvals not within Lessor's or Lessee's control.

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Within five (5) business days of the occurrence of a condition that would give rise to a Permitted Delay, Lessor shall give Lessee written notice of the commencement of any Permitted Delay and the Lessor's reasonable estimate of the time necessary to resolve the condition giving rise to such Permitted Delay. The same for Lessee.

8. FAILURE TO HAVE PREMISES READY FOR OCCUPANCY.

IN THE EVENT LESSOR FAILS, FOR ANY REASON OTHER THAN A "PERMITTED DELAY" AS DEFINED IN SECTION 7 OF THIS LEASE, TO SUBSTANTIALLY COMPLETE THE LANDLORD'S WORK BY THE COMPLETION DATE, THEN LESSEE SHALL NOT BE LIABLE FOR ANY RENT WHATSOEVER UNTIL SUCH TIME AS THE LANDLORD's WORK IS SUBSTANTIALLY COMPLETE. "SUBSTANTIALLY COMPLETE" SHALL BE DEFINED AS CONFORMING TO THE SPECIFICATIONS CONTAINED IN EXHIBIT C, ATTACHED HERETO. SHOULD THE LESSOR FAIL TO COMPLETE THE LANDLORD'S WORK FOR FORTY-FIVE (45) DAYS OR MORE BEYOND THE COMPLETION DATE, LESSEE MAY, AT ITS OPTION, CANCEL AND TERMINATE THIS LEASE WITHOUT ANY OBLIGATION ON ITS PART WHATSOEVER, AND RECEIVE A COMPLETE REFUND OF ANY AND ALL SUMS THERETOFORE PAID TO LESSOR UNDER THIS LEASE WITHIN TEN (10) BUSINESS DAYS OF CANCELLATION. IF THE GOVERNMENT APPROVAL IS DELAYED FOR LESSEE WORK THEN LESSEE IS NOT OBLIGATED TO BEGIN RENT PAYMENT.

BY SIGNING BELOW, THE PARTIES SPECIFICALLY APPROVE THIS CANCELLATION PROVISION.

LESSOR:_____

LESSEE: m j smith_____

9. NONCONFORMING TENANT IMPROVEMENTS FOLLOWING OCCUPANCY.

Lessee shall, no later than ninety (90) days after occupancy of the Premises or commencement of the Term, whichever is later, notify Lessor in writing if any of Landlord's Work does not conform with the specifications in Exhibit C. Lessor shall repair or replace Landlord's Work that does not conform with the specifications in Exhibit C within thirty (30) days of such notice.

10. MAINTENANCE BY LESSOR.

A. Lessor's Duties. Lessor shall, at its own expense during the Term of this Lease and all renewals thereof, provide and maintain in good repair and tenantable condition, the complete interior and exterior of the Premises and the Building that contains them, together with all appurtenances, rights, privileges and easements belonging, or appertaining thereto, including but not limited to the following:

1) Roof, exterior walls, interior walls, ceilings, glazing, storefront exterior doors and windows, sky lights, interior doors, hardware locks, flooring, common areas, landscaping and landscaping area,

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parking lot and lighting, ramps, fencing, drive ways and landscape areas, interior and exterior walls, and other facilities of the Premises and Building which contains them. Said facilities shall include without limitation all plumbing, sinks, faucets, toilets, pipes, hot water heaters, electrical systems, internet cables, air conditioning, ventilating and heating systems, awning, and kitchenette areas but shall not include any items installed by Lessee.

2) Maintenance of equipment shall include, but is not limited to, furnishing and replacing electrical light fixtures, electrical outlets and switches, light bulbs, florescent tubes, ballasts, and air conditioning, ventilating and heating equipment filters.

3) Lessor is responsible for maintaining in clean, air blown and swept, non-oil stained driveway and access gate at Florin Road and Luther Drive. The Landlord is responsible for opening and closing the Florin Road and Luther Drive access gates at 8AM and 8PM. The Lessee will give a schedule of its operating days by January 30, each calendar year to the Landlord. The Lessor is responsible for sweeping, power washing, and maintaining the grounds of the parking areas including ADA pathways, maintain asphalt and cements in safe and working conditions with no potholes or dips that can cause safety or flooding, parking and wheel stops, emergency and parking stall paint stripping, basic signage in the parking lot, the address of the building, and the landscape planting strip in good and attractive conditions in front of the main front door entrance from the Florin Road side as well as the parking lot lights to be working at all times and the gates to work.

B. Failure to Repair. In Lessor shall, after notice in writing from Lessee requiring the Lessor to comply with the above requirements in regard to a specified condition, fail, refuse, or neglect to comply within ten (10) days of such notice, or in the event of an emergency constituting a hazard, Lessee may, in addition to any other remedy Lessee may have, make such repair at its own cost and deduct the amount thereof from the monthly rents that may then be or thereafter become due under this Lease.

C. Emergencies. Lessor shall designate maintenance repairmen for electrical emergencies, for plumbing emergencies, for heating, ventilating and air conditioning system emergencies, roof and for other emergencies who can be called by Lessee in the event of an emergency situation when Lessor or its agent cannot be contacted within a reasonable time and for evening and weekend and holidays.

D. Service Contracts. Lessor shall employ a licensed heating and air conditioning contractor pursuant to a service contract to service the heating and air conditioning system serving the Premises and to maintain the system in reasonable condition and repair (including reasonably scheduled filter changes) during the Term of this Lease and all renewals thereof. A copy of the service contract shall be submitted to Lessee prior to occupancy of the Premises.

E. Pest Control. Lessor shall provide initial and regular (monthly) pest and vermin control service to the Premises including, but not limited to, cockroaches, ants, insects, rodents, bees, and birds. During the Term of the Lease and all renewals thereof, Lessor shall be responsible for all pest control service related to wood destroying pests and organisms including, but not limited to, termites, dry rot and powder post beetles.

F. **Property Tax.** Lessor is a for profit LLC. Lessee is a Nonprofit Adult Charter School with certain local and state designation. Therefore, Lessee may apply annually to the local tax assessor's office for the Welfare Exemption for partial reduction of taxes for the portion Lessee occupies. The Landlord may receive reduced

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property tax and thus credit those savings to the Lessee. A basis of the annual property tax will be established with a copy of the prior year's property tax for a base year to understand and compare the property tax savings.

10. GARBAGE REMOVAL.

Lessor shall, at its own cost and expense, furnish garbage, trash/recycling/green waste removal services for the Premises at the main locations and to have them be regularly serviced and to regularly maintain for smell and cleanliness.

11. JANITORIAL SERVICES.

Lessor shall furnish to Lessee, during the Term and any renewals thereof, at Lessor's sole cost and expense, basic janitorial services of the type and frequency described in Exhibit "D" attached hereto and incorporated herein by reference.

12. GRAFFITI REMOVAL.

Lessor shall promptly remove all graffiti from the exterior walls, windows, fences, poles, and exterior walkways and sidewalks of the Premises and the Building that contains them. If Lessor fails to remove any such graffiti from any exterior portions of the Premises or the Building that contains them within forty-eight (48) hours of written notice being given thereof to Lessor by Lessee, then Lessee may undertake such graffiti removal itself and deduct the actual costs thereof from the Rent. For the purposes of the self-help remedy herein granted, the Lessor hereby grants Lessee all rights necessary to exercise such remedy.

13. MAINTENANCE BY LESSEE.

Except as otherwise specifically identified in this Lease as an obligation of the Lessor, Lessee agrees to keep the Premises in good condition and repair, damage thereto from causes beyond the reasonable control of Lessee and ordinary wear and tear excepted.

14. UTILITIES.

Lessee shall pay, when due, all gas and electricity charges incurred for power, lighting, heating, ventilating and cooling the Premises during the Term of this Lease and any renewals thereof. Lessor shall pay all garbage/recycling, sewer and water charges or rates and exterior lighting when due. Lessee shall pay when due all charges for telephone, electronic data/internet services provided to the Premises. If any interruption in the provision of utility services to the Premises is caused by Lessor in excess of twenty-four (24) hours, the Rent shall be abated for each day of interruption.

15. PARKING.

Lessor shall provide Lessee and its employees and invitees with exclusive right to use the 60 minimum dedicated parking spaces in the center parking lot which contains the Premises. Lessor also shall stripe such areas and provide all disabled/handicapped parking spaces and signage as required by law for the center. Lessor shall provide regular daily sweeping and cleaning services to the parking areas at Lessor's sole cost and expense.

16. ALTERATIONS BY LESSEE.

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Lessee shall not make or suffer to be made any alterations, additions or improvements to the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Any alterations, additions, or improvements to or of said Premises, including but not limited to, wall coverings, paneling, built-in cabinet work, kitchenette-breakroom, utility-data closet, alarm panels security system, cameras, additional lighting, signage but excluding moveable furniture, cubical partitions, and trade fixtures, shall on expiration of the Term, or any renewal thereof, become part of the realty and belong to Lessor and shall be surrendered with the Premises (unless the item is on a lease basis and the Lessee's vendor has rights to remove them as part of their system lease). Should any such alterations identified above be made, Lessee shall provide Lessor with sufficient prior notice so as to allow Lessor to file a Notice of Non-responsibility. Lessor hereby acknowledges that HCCS is a non-profit corporation that operates an adult charter school (in this case) the property is NOT being used primarily as instructional space-but rather office administrative and programming space including with other partners which is subject to federal, and in some instances State of California, procurement regulations and that HCCA must at all times retain complete discretion in selecting contractors and other entities which will perform any tenant alterations undertaken by HCCS. Consequently, Lessor shall not condition its consent to any proposed tenant alterations, additions or improvements upon HCCS's use of any particular contractor or entity for the performance of tenant alterations, additions or improvements.

17. TRADE FIXTURES.

All trade fixtures, cubical partitions and equipment made or installed by Lessee in the Premises shall remain the property of Lessee, and may be removed by Lessee upon the expiration of the Lease at the option of Lessee. Lessee shall repair any damage resulting from removal of any trade fixtures, cubical partitions and equipment installed by Lessee.

18. INSURANCE.

A. Lessor's Property Insurance. Lessor shall procure and maintain at all times, at its cost, a policy or policies of property insurance which is at least as broad as the ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all-risks", as well as insurance covering boiler and machinery and compliance with ordinances or laws if appropriate, for the 100% insurable replacement cost of the Building and improvements which contain the Premises. Lessor shall also maintain business income insurance in an amount sufficient to insure at least 12 months loss of rents for the same perils insured on the Building and improvements. Lessor may not insure with a deductible or self-insured retention exceeding Ten Thousand Dollars ($10,000) without the prior written consent of Lessee.

B. Lessee's Property Insurance. Lessee shall procure and maintain at all times property insurance which is at least as broad as the ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all-risks," which insurance covers Lessee's personal property including furniture, fixtures and inventory located at the Premises.

C. Lessor's Liability Insurance. Lessor shall procure and maintain at all times, at its cost, a policy or policies of commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations

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and liability assumed under an insured contract. Coverage shall include a severability of interest provision and shall provide limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate per location. Lessor may not insure with deductibles or self-insurance retention exceeding Ten Thousand Dollars ($10,000) without the prior written consent of Lessee. Lessee, and in their capacity as such, Lessee's officers, board members, agents and employees shall be named additional insureds by way of endorsement in the policy or policies of insurance by which Lessor complies with the above insurance requirements, and Lessor shall obligate its insurer to notify Lessee in writing at least thirty (30) days in advance of any cancellation or failure to renew the above insurance during the Term of this Lease and any renewals thereof. Such liability insurance shall be written as a primary policy, not excess or contributing with or secondary to any other insurance as may be available to the additional insureds. Lessor further agrees to furnish Lessee with copies of the policies evidencing the above insurance coverage upon Lessee's request. Lessor's insurance shall provide what necessary certifications HCCS or its partners' insurance requirements are.

D. Lessee's Liability Insurance. Lessee shall procure and maintain at all times, at its cost, commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations and liability assumed under an insured contract. Coverage shall include a severability of interests provision and shall provide limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate. Lessee's general liability policies shall be endorsed to name Lessor, Lessor's agents and any lender of Lessor as an additional insured. Such liability insurance shall be written as a primary policy, not excess or contributing with or secondary to any other insurance as may be available to the additional insureds. Lessee's liability insurance may be provided by a combination of primary, excess and umbrella policies, but all excess and umbrella policies must be at least as broad as the scope of the primary commercial general liability policy.

E. Failure to Insure. If a Party fails to maintain any insurance which that Party is required to maintain pursuant to this Lease, such Party shall be liable to the other Party for any loss or costs resulting from such failure to maintain the required insurance.

19. <u>INDEMNIFICATION</u>.

A. By Lessee. Lessee shall indemnify, defend, protect and hold harmless Lessor, and its partners, property manager, officers, directors, employees and agents, from and against any and all third party claims of liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation costs) arising out of or in connection with the occupancy, use or control of the Premises by Lessee and its officers, board members, employees, agents, volunteers, guests and invitees.

B. By Lessor. To the fullest extent permitted by law, Lessor shall indemnify, defend, protect and hold completely harmless Lessee and its officers, board members, employees, agents and volunteers, partners, HCCS independent adult students (for purposes of this paragraph, the **"Indemnitees"**), from and against any and all liability, loss, damage, expense, penalties and costs (including attorneys' fees and litigation costs) in any way arising out of or in connection with Lessor's ownership, occupancy, use, maintenance or control of the real property and Building that contains the Premises. Lessor shall defend the Indemnitees through legal counsel reasonably

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approved by such Indemnitees in any action, proceeding or arbitration brought against the Indemnitees, or any one of them, by reason of any such claim described above.

21. HOLDING OVER.

Lessee shall have the option to hold possession of the Premises after the expiration of the term of this Lease and/or any renewals thereof for a period of ninety (90) days or less, in Lessee's sole discretion, and thereafter on a month-to-month tenancy. Any hold over period shall be upon the same terms and conditions and at the same monthly rental as described in this Lease. Such month-to-month tenancy may be terminated by either Party by giving a written notice of the intention to terminate said tenancy at least one month prior to the date of the termination of said monthly tenancy.

22. QUIET ENJOYMENT.

Lessor hereby covenants and agrees that upon Lessee paying the monthly rent in the manner aforesaid, and performing the other covenants, terms and conditions of this Lease on the part of Lessee to be kept and performed, Lessee shall have the right at all times, under the terms of this Lease, to quietly and peaceably hold possession, use, occupy and enjoy said Premises for the entire Term and any renewals thereof.

23. SUCCESSORS.

The terms and conditions of this Lease shall extend to, be binding upon, and inure to the benefit of the successors and assigns of the Parties hereto.

24. NOTICES.

All notices required hereunder shall be written and shall be deemed properly served when mailed by certified United States mail, return receipt requested, with postage fully prepaid; or delivered by nationally recognized overnight business courier service such as Federal Express. Notices shall be deemed to have been received on the date set forth on the return receipt; or on the date of delivery by the nationally recognized overnight business courier service. No party shall refuse delivery or evade service of any notice. Notices shall be addressed as follows:

To Lessor at: The VMZ Development LLC
Vachagan Zakaryan, CEO
Attention: Shahen Seyranyan
Sean Seyranyan
11820 Delavan Circle
Rancho Cordova, CA 95742
(916) 390-5272 Cel

To Lessee at: Highlands Community Charter and Technical Schools
Attention: Murdock Smith, Executive Director
1333 Grand Avenue
Sacramento, California 95838
(916) 844-2283 Office

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HCCS's Attorney
With a copy to: Law Offices of Thomas Cregger
Sacramento, California

25. LESSOR'S TITLE.

Lessor covenants that Lessor is well seized of and has good right and title to lease the Premises, will warrant and defend its title thereto, and will indemnify Lessee against any damage and expense, including attorneys' fees, which Lessee may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description of the Premises. If Lessor's title to or the description of the Premises is in any manner disputed, or there is a change of ownership of Lessor's estate by act of third parties or by operation of law, Lessee may withhold the monthly rent thereafter accruing until Lessee is furnished proof satisfactory to it as to the party entitled thereto.

26. LESSOR'S WARRANTIES.

A. Lessor's Warranties Regarding Hazardous Materials. Lessor warrants to the best of Lessor's knowledge and records that the Premises or their title or property rights are not in violation of any federal, state or local law, ordinance or regulation relating to environmental conditions or hazardous materials on, under or about the Premises. Lessor shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations (collectively the **"Hazardous Materials Laws"**) relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal, release or transportation of any Hazardous Materials as defined below. Lessor further warrants to the best of Lessor's knowledge and records that no Hazardous Materials have been installed, used, generated, manufactured, stored, released or disposed of on, under or about the Premises and Building that contains them, or transported to and from the Premises or Building that contains them by Lessor, or any third person during the time period Lessor owned and/or managed the Premises or during any earlier period, except as have been disclosed previously in writing by Lessor to Lessee prior to Lessee's execution of this Lease in accordance with Health and Safety Code Section 25915.5. If at any time during the Term of this Lease or any renewal thereof, Lessor learns of any Hazardous Materials problem on or near the Premises, Lessor shall notify Lessee in writing within five (5) days thereof. Lessor further covenants and agrees to remediate any Hazardous Materials, to the extent required by the applicable regulatory authority, which are subsequently discovered at, on, under, or in the Premises and Building that contains them, following the commencement of this Lease. In the event that subsequently discovered Hazardous Materials render the Premises untenantable by Lessee, monthly rent shall be abated until the Hazardous Materials have been remediated in compliance with applicable Hazardous Materials Laws.

B. Hazardous Materials Handling. Lessor shall cause any and all Hazardous Materials removed from the Premises by or at the direction of Lessor to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such Hazardous Materials. Lessor further agrees to take immediate corrective action with respect to any Hazardous Materials problem including, but not limited to, asbestos and lead-based paint, that may affect Lessee and Lessee's use of the Premises. Following execution of this Lease,

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Lessor shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under or about the Premises, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with the Premises, without first notifying Lessee of Lessor's intention to do so and affording Lessee ample opportunity to appear, intervene or otherwise appropriately assert and protect Lessee's interest with respect thereto.

C. Notice. Lessor further agrees to notify Lessee in writing prior to Lessee's execution of this Lease of the existence and location of asbestos-containing materials within the Premises in accordance with Health and Safety Code Section 25915.5 and to perform all required abatement thereof. Lessor shall immediately notify Lessee in writing of: (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against Lessor or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises and Building that contains them, including any complaints, notices, warnings or asserted violations in connection therewith. Lessor shall also supply to Lessee as promptly as possible, and in any event within five (5) business days after Lessor first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises and Building that contains them.

D. Indemnification. Lessor shall indemnify, defend and hold Lessee and Lessee's officers, board members, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, fines, forfeitures, losses or expenses (including attorneys' fees) for death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (1) the presence in, on, under or about the Premises or the discharge from the Premises of any Hazardous Materials as a result of the acts or omissions of Lessor or Lessor's use, analysis, storage, transportation, disposal, Release, threatened Release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises, or (2) Lessor's failure to comply with any Hazardous Materials Law. Lessor's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. For the purposes of the release and indemnity provisions hereof, any acts or omissions of Lessor, or by employees, agents, assignees, contractors or subcontractors of Lessor or others acting for or on behalf of Lessor (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Lessor.

E. "Hazardous Materials" and "Release" Defined. The term **"Hazardous Materials"** as used in this Lease shall include, but is not limited to, substances which are flammable; explosive; corrosive; radioactive; toxic; petroleum and petroleum products; asbestos and asbestos containing materials; lead-based paint; PCBs; as well as any substances defined as hazardous substances, hazardous materials, toxic substances, or hazardous wastes in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et. seq.); the Hazardous Material Transportation Act (49 U.S.C. Section 1801 et. seq.); the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et. seq.); the Toxic Substances Control Act, (15 U.S.C.

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Sections 2601 et seq.); the Clean Water Act (33 U.S.C. Sections 1251 et seq.); the Hazardous Waste Control Act (California Health and Safety Code Section 25100 et. seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code Sections 25249.5 to 25249.13); the Hazardous Substance Account Act (California Health and Safety Code Section 25300 et. seq.); and the California Water Code (Sections 1300 et seq.); as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws, and any other federal, state or local law, statute, rule, regulation or ordinance now in effect which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of a hazardous material or toxic substance. Hazardous Materials shall also include those asbestos containing materials defined and described in U.S. Environmental Protection Agency Report No. 56/5-85-024 (June 1985), or any related or successor report, or other applicable government regulations defining or describing such materials. The term **"Release"** as used herein means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

F. Federal Assurances. Lessor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33.U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency ("EPA") regulations (40 CFR, Part 15). Under these laws and regulations, the Lessor assures Lessee that:

(i) The Premises have not been listed on the EPA List of Violating Facilities;

(ii) Lessor shall notify Lessee, within five (5) business days, of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that the Premises, or any portion thereof, is under consideration to be listed on the EPA List of Violating Facilities; and

(iii) Lessor shall notify Lessee and the U.S. EPA about any known violation of the above laws and regulations.

27. CONDEMNATION.

In the event of Condemnation (as defined below) of the Premises, each of the Parties hereto shall have and retain their separate and independent right to seek compensation for loss, costs and damages against the Condemning Authority (as defined below). In the event of such Condemnation of all or substantially all of the Premises, or so much thereof as to render the balance thereof impractical for the use of Lessee, as Lessee in its sole discretion shall determine, this Lease may be terminated by Lessee thirty (30) days after Lessee so notifies Lessor. In the event less than all, or substantially all, of the Premises are condemned, and the balance remaining may be practically devoted to the use of the Lessee, as Lessee in its sole discretion shall determine, this Lease shall not terminate, but the monthly rent shall thereafter be reduced from the Date of Taking (as defined below) as follows:

(a) **Floor Space.** In the case of floor space, by the same ratio as the floor space Lessee is precluded from occupying bears to the total floor space of the Premises immediately before the date of taking; and,

(b) **Parking.** In the case of parking area, by the replacement cost of comparable parking spaces within the one square block area surrounding the Premises.

(c) **Definitions:**

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"Condemnation" means (i) the exercise of the power of eminent domain, whether by legal proceedings or otherwise, by a condemning authority and (ii) a voluntary sale or transfer by Lessor to any Condemning Authority, either under threat of condemnation or while legal proceedings for condemnation are pending.

"Date of Taking" means the date the Condemning Authority has the right to the possession of the Premises or any part thereof.

"Condemning Authority" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation or taking by eminent domain.

28. DESTRUCTION.

A. Destruction. If the Premises are destroyed by fire or rendered unusable by any other cause (hereinafter referred to as **"Destruction"**), this Lease shall terminate if there is a total Destruction of the Premises. If such Destruction shall render ten percent (10%) or less of the floor space of the Premises unusable for the purposes intended, Lessor shall effect restoration of the Premises to substantially the same condition as they were immediately prior to the Destruction as quickly as is reasonably possible, but in any event within thirty (30) days of the event of Destruction. If for any reason said repairs are not completed within the period of thirty (30) days for a Destruction aggregating ten percent (10%) of the floor space or less, then Lessee shall have the option to terminate this Lease or complete the repairs itself, deducting the cost thereof from the monthly rentals due or to become due under this or any other lease between Lessor and Lessee.

B. Greater than 10% Destruction. In the event such Destruction shall render more than ten percent (10%) of the floor space in the Premises unusable, Lessor shall within thirty (30) days of the event of Destruction give written notice to Lessee of the time required to repair the same. If Lessor under such circumstances does not give written notice within thirty (30) days or if repairs will require more than one hundred eighty (180) days to complete from the date such notice is given, Lessee, in either such event, at its option, may terminate this Lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the monthly rentals due or to become due under this or any other lease between Lessor and Lessee.

C. Repair. In the event of Destruction, other than total, where Lessee has not terminated the Lease as herein provided or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of said Premises.

D. Rent Abatement. In the event of any Destruction where Lessee remains in possession of the Premises, the monthly rental shall be reduced by the same ratio as the floor space Lessee is thus precluded from occupying bears to the total floor space of the Premises.

E. Destruction During Last Six (6) Months of Term. Notwithstanding anything to the contrary contained in this Section 28, in the event such Destruction shall render more than ten percent (10%) of such floor space unusable and the damage occurs during the last six (6) months of the Term of this Lease or a renewal thereof, Lessor shall not have any obligation to repair, restore or reconstruct the Premises. Should Lessor elect not to repair, restore or reconstruct the Premises pursuant to this Subsection 28.E, it shall give written notice of this intent to Lessee within seven (7) days of the date of Destruction. Should Lessor elect not to repair, Lessee may immediately terminate this Lease with no further obligation whatsoever.

29. FAILURE TO PERFORM.

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If Lessor shall fail or refuse to perform any of the affirmative covenants to be performed by Lessor pursuant to the terms of this Lease, or if Lessor shall fail or refuse to make any payment which Lessor agrees to make or is obligated to make pursuant to the terms of the Lease, then, in the event of the failure of Lessor to perform such affirmative covenant or make such payment within a period of thirty (30) days after Lessee shall have given written notice to the Lessor of its failure to perform such affirmative covenant or make any such payment (except that if such affirmative covenant cannot be reasonably performed within said thirty (30) day period, then if the Lessor shall fail to commence performance of such affirmative covenant within said thirty (30) day period with reasonable speed and diligence until such affirmative covenant is performed), Lessee may, at Lessee's option, either cancel this Lease by giving Lessor a thirty (30) day written notice of cancellation, or cure Lessor's failure to perform or failure to make payment. If Lessee at any time, by reason of Lessor's failure to perform or to make payments after notice as provided herein, pays any sum or does any act that requires the payment of any sum in order to cure Lessor's failure to perform or to make payments, Lessee may deduct the amount thereof from the monthly rentals that may then be or thereafter become due hereunder.

30. WAIVER.

Any Party's failure to take advantage of any default by the other Party or any breach of covenant by the other Party shall not be construed as a waiver thereof.

31. COMPLIANCE WITH LAWS.

A. Permits and Zoning. Lessor will obtain, at its sole cost and expense, all necessary zoning changes or variances, construction and building permits, and licenses for the construction of the Landlord's Work, and shall comply with all local, state and federal laws and regulations concerning the demolition and removal of all or any portions of the existing building(s), structures and other improvements on the Premises, the excavation and the construction and maintenance of the Landlord's Work.

B. Other Laws. Lessor shall make, at its sole cost, the Premises conform to regulations and orders of the California Department of Industrial Relations, the U.S. Department of Labor - Occupational Safety and Health Administration, the California Occupational Safety & Health Department, and the Premises shall meet the requirements of the State Fire Marshall's, local Fire Marshall, Twin Rivers Unified School District, safety orders and shall conform to all disability/handicap laws and regulations applicable to either Lessor or Lessee. Lessor shall, in the performance of its obligations under this Lease, abide by all other applicable laws, ordinances, codes and administrative regulations of the United States, the State of California, and local governments including, but not limited to, the Americans with Disabilities Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, U.S. Environmental Protection Agency regulations (40 CFR Part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871), as well as with the requirements of Title 24 of the California Code of Regulations.

C. Indemnification. Lessor shall indemnify, defend and hold Lessee harmless from any and all costs, liabilities, penalties, fines and judgments arising from Lessor's failure to comply with the foregoing provisions of this Section 31.

32. ENTRY BY LESSOR.

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Lessor shall have the right to enter the Premises at all reasonable times for reasonable purposes, specifically including the right to inspect the Premises during normal business hours, to supply janitorial and other services, and to make repairs. Lessor shall not unreasonably interfere with the conduct of Lessee's business in the Premises during the exercise of the foregoing right to enter.

33. ESTOPPEL CERTIFICATES.

Lessee shall at any time and from time to time upon not less than ten (10) business days' prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or lender to whom the written statement is addressed. Landlord to sign an estoppel certificate that no other party has rights to use the Premise as contemplated hereto.

34. SUBORDINATION.

As a condition precedent to Lessee's obligations under this Lease, Lessor shall obtain and furnish to Lessee a written Non-Disturbance Agreement reasonably acceptable to Lessee, signed by the holders of all mortgages or deeds of trust now encumbering the Premises within thirty (30) days following Lessor's execution of this Lease. This Lease may be made subordinate to any encumbrance now of record or recorded after the date of this Lease affecting the Premises only after Lessor furnishes to Lessee an executed Non-Disturbance Agreement, in a form reasonably satisfactory to Lessee, from the holder of any encumbrance.

35. GOVERNING LAW.

This Lease shall be governed according to the laws of the State of California; however, to the extent federal laws, rules and regulations are applicable, they will apply as well. Any disputes to be settled shall happen in the County of Sacramento.

36. MODIFICATIONS.

This Lease contains all of the agreements and conditions made between the Parties to this Lease and may not be modified orally or in any manner other than by an agreement in writing signed by all the Parties to the Lease or their successors in interest.

37. EFFECT OF INVALIDITY.

The invalidity or illegality of any provision shall not affect the remainder of this Lease.

38. TIME.

Time is of the essence in the performance of this Lease.

39. PREVAILING WAGE REQUIREMENT.

Lessor acknowledges that the construction of the Landlord's Work and any other construction required under this Lease will be considered as Non public work as defined in applicable California and Federal laws and it does not require the payment of prevailing wages and the employment of apprentices.

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40. RECARPETING AND REPAINTING.

If Lessee exercises its first two-year option to renew this Lease, Lessor shall re-carpet and repaint the Premises during the first (1st) year of said option period, if requested to do so by Lessee. All such re-carpeting-reflooring where broken or cracked and repainting shall be performed between the hours of 6:00 PM and 7:00 AM, Mondays through Fridays, or at any time on Saturdays and Sundays. If Lessee has evening programing, Lessee shall let the Landlord know so a mutually agreed hours can be arranged. Lessor shall be responsible for moving and replacing all furniture and equipment as necessary to accomplish the re-carpeting/reflooring repair and repainting. All carpeting/reflooring and paint shall be of like kind and quality as were originally installed in the Premises at the commencement of this Lease. The paint used for the repainting shall be in a neutral color, and the carpet used for re-carpeting-re flooring shall be in a neutral color, with both being approved by Lessee.

IN WITNESS WHEREOF, the respective parties hereto have hereunto set their hands the day and year written below.

LESSOR:

_____

Vachagan Zakaryan Owner

_____

LESSEE:

Highlands Community Charter and Technical Schools

By: m j smith
_____
Murdock Smith, Executive Director

APPROVED AS TO FORM:

Thomas A. Cregger
_____
Legal Counsel to HCCS

Thomas Cregger

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01 / 18 / 2022

LEASE ADDENDUM

This **LEASE ADDENDUM** modifies and supplements that certain lease agreement ("Lease") dated January __, 2022, between **The VMZ Development LLC** ("Lessor") and the **Highlands Community Charter and Technical Schools** ("Lessee" or "HCS"). Lessor and Lessee are sometimes collectively referred to hereafter as the "Parties" and individually as a "Party."

41. ADDITIONAL TERMS

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE LEASE, THE PARTIES HEREBY AGREE AS FOLLOWS:

A. SPECIAL PERMIT

Lessor and Lessee understand that the Premises is included under a Sacramento County Special Permit allowing for but not expressly requiring the sale of automobiles on site (the "Use"). That Special Permit is attached hereto as Exhibit E. In the event that Lessor and/or Lessee receive notice from any governmental or quasi-governmental entity serving notice of any violation or other proceeding that places the Special Permit at risk of being revoked, cancelled, terminated or anything similar (the "Notice"), the result of which would be to disallow the sale of automobiles on site, Lessee and Lessor shall cooperate in good faith to resolve all issues raised by such notice in a manner intended to preserve the use of the site for the sale of automobiles ("Preserve the Use"), as follows:

i. To the extent that Lessee's use of the Premises may be reasonably altered to Preserve the Use without Lessee suffering significant hardship, Lessee agrees to reasonably alter its use of the Premises without payment or other consideration. Examples of reasonable alterations to Lessee's use of the Premises for this purpose include but are not limited to changing hours of operation, re-arranging parking areas, and accommodating on- and/or off-site construction on a temporary basis.

ii. To the extent that Lessee's use of the Premises may not be altered to Preserve the Use without Lessee suffering significant hardship, Lessee may elect to exercise the rights and remedies available to it under either of paragraphs 27 (Condemnation) or 28 (Destruction), but not both, by reasonably treating the potential loss of Use as if it were an act of condemnation or destruction of the Premises. This election shall be cumulative with the duty to cooperate and reasonably alter Lessee's use described in the Lease.

iii. To the extent that Lessee's use of the Premises is adjudicated to be a contributing factor to the issuance of the Notice, Lessee agrees to defend, indemnify and hold harmless Lessor, its partners, property manager, officers, directors, employees and agents pursuant to the terms and conditions set forth in paragraph 19.A of the Lease.

iv. To the extent that the Notice arises solely from Lessor's intentional acts and/or sole negligence in owning or managing the Premises, Lessor agrees to defend, indemnify and hold harmless Indemnitees pursuant to the terms and conditions set forth in paragraph 20.B above.

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B. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS

Landlord states that the Premises have not been inspected by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises. Notwithstanding anything to the contrary in paragraph 10, any repairs or modifications necessary to correct violations of construction related accessibility standards to the Premises are the responsibility of Tenant.

C. COVID-19

To the fullest extent of the law, Lessee and Lessor agree that Lessee shall remain obligated to pay the full rent due under this Agreement in the event that it is denied the use of the Premises, in whole or in part, as a result of COVID-19, including but not limited to by governmental or quasi-governmental lockdowns, mandates, or stay-at-home orders. Nothing in this provision is intended to relieve either Lessor or Lessee from their respective legal obligations to reasonably mitigate losses under the California law. Lessor and Lessee shall reasonably cooperate with each other as necessary to mitigate losses.

D. TRIPLE NET LEASE

It is the intention of the Parties that this is a modified triple-net lease. Notwithstanding any other provision of this lease, Lessee shall be responsible for its own utilities, including but not limited to SMUD, water, sewer, trash, recycling and exterior lights. Any utilities that are not separately metered or separately billed shall be allocated to Lessee according to its pro rata share. In the event that Lessor is denied the benefit of the tax benefits described in paragraph 9.F of the Lease, Lessee shall be responsible for reimbursing Lessor for Lessee's pro-rata share of property taxes for the Premises. Lessee shall also be responsible for its pro-rata share of any mandatory governmental or quasi-governmental charges. Such reimbursements shall be made on a "pay when paid" basis.

E. MAINTENANCE, REPAIRS AND SERVICE CONTRACTS

i. Paragraph 10 (Maintenance by Lessor, "Paragraph 10") is hereby modified as follows. It is the intention of the Parties that all of Lessee's duties described in Paragraph 10 of the Lease shall be **performed** by Lessee. Lessor agrees to reimburse Lessee for actual maintenance expenses Lessee incurs, not to exceed $1,155 per month (subject to further negotiation up to that amount). For the purposes of this paragraph, "maintenance" includes only those items included on the Budget.

ii. The remainder of Lessor's duties under Paragraph 10 shall be arranged for, performed by and paid for exclusively by Lessee. Lessee shall only use its own employees, or else appropriately licensed, bonded and insured contractors and vendors. Lessee shall ensure that Lessor is named as an additional insured in all such situations where Lessee itself is

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named as an additional insured. Lessee shall submit to Lessor copies of all bids, estimates, proposals, contracts or other agreements, insurance declaration pages, invoices and backup thereto for Lessor's records.

iii. Lessee shall be responsible for hiring its own Janitorial services pursuant to Paragraph 11 of the Lease.

iv. Lessee shall be responsible for graffiti removal pursuant to Paragraph 12 of the Lease.

v. Lessee shall be responsible for arranging for and paying for all utilities pursuant to Paragraph 14 of the Lease.

F. MODIFICATION TO LANDLORD'S WORK (PARAGRAPHS 6, 7 AND EXHIBIT C)

Notwithstanding anything else in the Lease, the Parties agree that on January 13, 2022, the Parties performed the walkthrough called for in Exhibit C.5 of the Lease (Landlord's Work), and the work on Exhibit C that Landlord still needs to perform at the time of this signing is items 1 and 4 on Exhibit C. Lessee and Landlord also need to inspect roof, plumbing, HVAC, electrical and related building systems ASAP. Landlord will fix any broken windows and locks. Regarding the ADA gate and parking stripping and ADA, Suite and Address signs, Lessor agrees to perform the work immediately, and retrospectively seek permits if so required.

G. MODIFICATION TO LESSEE'S WORK (PARAGRAPHS 8, 16)

i. Notwithstanding anything else in the Lease, the Parties hereby agree that the rent start date shall be March 1, 2022, and shall not be delayed as a result of any problem with Lessee's work, and/or any Party's government approvals.

ii. Landlord and Lessee understand and agree that Lessee intends to demise the interior premises for classrooms and offices. Lessee agrees that it shall design such interior improvements to be modular to the greatest extent possible and thereby avoid damaging former car "dealer showroom" space.

H. DISCLOSURE OF HAZARDOUS MATERIALS (PARAGRAPH 26)

Lessor and Lessee understand that the premises has been used as a car dealership in the past, and as such, had previously had automobile service performed thereon, which more likely than not resulted in some release of hazardous materials in the past. Lessor is unaware of any specific past or present discharges of hazardous materials any kind, nor is Lessor aware of any past or present enforcement actions and/or non-compliance with relevant statutes, regulations and/or ordinances.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the respective parties hereto set their hands the day and year written below.

LESSOR:

By: _____

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Vachagan Zakaryan, Managing Member

Date: 01 / 19 / 2022

[LESSEE'S SIGNATURES FOLLOW]

LESSEE:

Highlands Community Charter and Technical Schools

By: m j smith

Murdock Smith, Executive Director

Date: 01 / 18 / 2022

APPROVED AS TO FORM:

By: Thomas A. Cregger

Legal Counsel to HCCS

Thomas Cregger

Date: 01 / 19 / 2022

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EXHIBIT "A"

DIAGRAM SHOWING THE PREMISES

[Insert diagram of Building showing
the locations of the Premises and the Additional Space]

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EXHIBIT "B"

MEMORANDUM OF COMMENCEMENT DATE

This Memorandum of Commencement Date is dated this 01 / 18 / 2022 day of _____, for reference purposes only, and is made by and between **The VZM Development LLC,** the Lessor, and the **Highlands Community Charter and Technical Schools,** the Lessee.

The parties have entered into a Lease dated as of 01 / 18 / 2022, (the "Lease") for certain office space (the "Premises") located at 3801Florin Road Suite 107, Sacramento, California.

Lessee and Lessor hereby confirm the following:

1) All of the Lessor's Work to be performed by Lessor pursuant to the provisions of the Lease has been completed;

2) That Lessee has accepted possession of the Premises and now occupies same;

3) That the Rent for the Premises in the amount of $ ~~Murdock Smith~~ per month will commence on March 1, 2022.

4) The Term of the Lease will expire on February 28, 2024.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Memorandum of Commencement Date.

LESSOR:

Shahen Seyranyan

THE VZM Development LLC, C/O Sean Seyranyan

By: _____

LESSEE:

Highlands Community Charter and Technical Schools

By: m j smith

Murdock Smith

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EXHIBIT "C"

Landlord's Work

1.ADA pedestrian gate and any ADA stripping of public walk path

2.Landscape the planting areas and any irrigation for those areas along the ramp near the entrance

3.At minimum two exterior trash cans with lids

4. Restripe the parking spaces and any necessary signage or stamping for parking spaces, entrance and exit and address and suite of the building

5.Other work identified as part of the property walk through inspection and then listed here

Landlord may elect to allow the Lessee to identify vendors to do the work with a scope and cost estimate once agreed to in writing that the Landlord will pay for.

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EXHIBIT D

JANITORIAL AND MAINTENANCE SERVICES

TO BE PROVIDED-

Landlord elects to give Tenant the choice to take care of the items on this list once a reasonable budget estimate is developed on a monthly basis for 12 months and the Landlord will credit cost to cover it monthly and if less or more it rolls over to the end of the year annually.

1. Lessor will provide exterior grounds maintenance of the premise 5 days a week.
2. Lessor provide exterior power washing of the building and windows once a year.
3. Lessor provide exterior power washing of the parking lot 2X a year.
4. Lessor provides weekly air power blowing (exterior parking lot, driveways and walkways.)
5. Lessor replace any non-functioning fluorescent tubes, starters, ballasts and light bulbs. Sweep parking lot and sidewalk areas, and keep free of water, oil spills, debris or other materials which may be hazardous to users of the Premises.
6. Lessor maintains landscaped areas of the Premises in a growing, litter-free, weed-free, and neatly maintained, including functioning sprinklers and drainage system.
7. Lessor to open and close the gates daily.

1. Lessee shall provide janitorial services beyond the basic janitorial to be provided by the Landlord. Lessee to maintain the Premises in a clean, well-maintained condition by eliminating all visible dust, dirt, litter, grime, smears, finger marks, etc., to the greatest degree practically possible, by having janitorial personnel, maintenance personnel, landscape maintenance personnel/other appropriate persons perform the following:

2. The Below is For Information Only. Lessee on a daily basis, Monday through Friday:
    1. Empty and clean all trash containers, replace trash can liners and dispose of all trash and rubbish.
    2. Clean and maintain in a sanitary manner and odor free condition all floors, wash basins, mirrors, toilet bowls and urinals.
    3. Furnish and replenish all restroom supplies (including, but not limited to, soap, towels, seat covers, toilet tissue).
    4. Sweep or dust mop all hard surface floors.
    5. Remove finger marks and smudges from all glass doors.
    6. Vacuum all carpeted areas, including hallways and any stairs.
    7. Specifically check, and if action is needed, then:
        a. Dust the tops of all furniture, counters, cabinets and window sills;
        b. Remove spots and/or spills from the carpets, floors and any stairways
3. On a weekly basis:
    A. Damp mop all hard surface floors.
    B. Dust all window blinds.
    C. Treat and clean all stainless steel drinking fountains and sinks to eliminate stains and water deposits and spot clean the interior walls.
4. On an annual basis:

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A. Wash all windows inside and out, Clean light fixtures, Clean mini-blinds (where installed), Steam clean all carpeted areas to remove all stains and spots and clean any other window coverings as necessary.

In the event of a failure by Lessor to furnish any of the above services or supplies in a satisfactory manner, HCCS may, after giving ten (10) days prior written notice to Lessor, furnish the same at its own cost; and, in addition to any other remedy that HCCS may have, deduct the cost thereof from the Monthly Rent that may then be, or thereafter become, due under this Lease.

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LEASE EXHIBIT "E"

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CITY OF SACRAMENTO PLANNING COMMISSION
RECORD OF DECISION

300 Richards Blvd., 3rd Floor, Sacramento, CA 95811

Project Name:	Credit Max Automotive
Project Number:	P11-087
Project Location:	3799 and 3801 Florin Road
Assessor's Parcel No.:	041-0120-013; 041-0112-016, 021, and 024
Applicant:	Duane Gulbranson for Credit Max Automotive, 741 Fulton Ave., Sacramento, CA 95825, (209)598-1332, klozingtyme@yahoo.com
Action:	Approval of items A and B — Action Date: February 9, 2012

REQUESTED ENTITLEMENT(S):

A. **Environmental Determination**: Exempt per CEQA Guidelines Section 15301.

B. **Special Permit** to establish automobile sales on a property comprising approximately 6.5 developed acres in the General Commercial (C-2) zone.

ACTIONS TAKEN:

On February 9, 2012, the Planning Commission took the following actions based on the attached findings of fact and subject to the attached conditions of approval:

A. Approved the Environmental Determination finding the project Categorically Exempt pursuant to CEQA Guidelines Section 15301-Existing facilities.

B. Approved the **Special Permit** to establish automobile sales on a property comprising approximately 6.5 developed acres in the General Commercial (C-2) zone.

Action certified by: Gregory Bitter-AICP, Principal Planner

Sent to Applicant: 02/13/2012 By: Kimberly Kaufmann-Brisby, Associate Planner

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Subject: Credit Max Automotive (P11-087) February 9, 2012

NOTICE OF PROTEST RIGHTS

The above conditions include the imposition of fees, dedications, reservations, or other exactions. Pursuant to California Government Code section 66020, this Notice of Decision serves as written notice to the project applicant of (1) the amount of any fees and a description of any dedications, reservations, or exactions imposed, and (2) that the applicant may file a protest against the imposition of those fees, dedications, reservations, or other exactions within 90 days of the date of this approval, which is deemed to be the date that the fees, dedications, reservations, or other exactions are imposed. If the payment of a fee is imposed as a condition of approval, but the amount of the fee is not stated in this Notice of Decision and is not otherwise available to the applicant on a fee schedule or otherwise, the 90 days protest period will begin to run when the applicant is notified of the amount of the fee.

For purposes of this notice, the following fees are deemed to be imposed upon approval of the first discretionary entitlement for the subject development project and are subject to the protest procedures set forth in Title 18 of the Sacramento City Code as indicated: North Natomas Public Facilities Fee, Transit Fee, and Drainage Fee (SCC 18.24.160); North Natomas Land Acquisition Fee (SCC 18.24.340); North Natomas School Facilities Fee (SCC18.24.710); Jacinto Creek Planning Area Facilities Fee (SCC18.28.150); Willow Creek Project Area Development Fee (SCC 18.32.150); Development Impact Fees for the Railyards, Richards Boulevard, and Downtown Areas (SCC 18.36.150); Habitat Conservation Fee for the North and South Natomas Community Plan Areas (18.40.090); and Park Development Impact Fee (18.44.140).

The time within which to challenge a condition of approval of a tentative subdivision map, including the imposition of fees, dedication, reservation, or other exaction, is governed by Government Code section 66499.37

EXPIRATION

TENTATIVE MAP: Failure to record a final map within three years of the date of approval or conditional approval of a tentative map shall terminate all proceedings.

SPECIAL PERMIT: A use for which a Special Permit is granted must be established within three years after such permit is issued. If such use is not so established, the Special Permit shall be deemed to have expired.

VARIANCE: Any variance involving an action which requires a building permit shall expire at the end of three years unless a building permit is obtained within the variance term.

PLAN REVIEW: Any plan review shall expire at the end of three years unless a building permit is obtained within the plan review term.

NOTE: Violation of any of the foregoing conditions will constitute grounds for revocation of this permit. Building permits are required in the event any building construction is planned. The County Assessor is notified of actions taken on rezoning, special permits and variances.

APPEALS

Appeals of the Planning Commission decision of this item to the City Council must be filed at 300 Richards Blvd., 3rd Floor, within 10 calendar days of this meeting, on or before February 19, 2012. If the 10th day falls on a Sunday or holiday, the appeal may be filed on the following business day.

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Findings Of Fact

1. Granting the Special Permit is based upon sound principles of land use in that in that the proposed automobile dealership would reuse a former automotive sales facility and would generate economic activity and help in the effort to revitalize the Florin Road Corridor.

2. Granting the Special Permit would not be detrimental to the public welfare nor result in the creation of a public nuisance in that a vacant automotive facility will be put to use, will be conditioned to cosmetically enhance the buildings as needed, will add good jobs, , and will increase economic activity in a challenged area.

3. The proposed project is consistent with the General Plan policy of Jobs and Housing balance in that by encouraging a balance between job type, the workforce, and housing development the negative impacts of long commutes are lessened and the range of employment opportunities are increased. By adding the auto dealership many better and well paying jobs will come available in the south area and may reduce the occasions when Sacramento residents' drive to Elk Grove or Roseville where a majority of the region's auto dealerships currently reside.

4. The project site is within the Florin Road Corridor Design Review District and is subject to design review however because the proposed auto dealership does not propose any changes to the existing structures, staff design review is not required.

5. The proposed project is compatible with both the policies of the General Plan and of the Florin Road Corridor Plan in that the project site is located within the Florin Road-Franklin Boulevard Commercial node and was an auto dealership for approximately thirty years. The reuse of the site and reinvestment in the area is consistent with the corridor revitalization effort.

6. The proposed project complies with the development standards as outlined either through project conditions of approval or by virtue of the proposed automobile sales use. Because automobile sales is the proposed use outdoor vehicle storage is allowed. The project site is within three hundred feet of residential uses so the project will be conditioned such that all automobile servicing or repair work shall occur within a building and shall not occur between the hours of 10 p.m. and 6 a.m., seven days a week.

Conditions of Approval

B. Special Permit: The **Special Permit** to establish automobile sales on a property comprising approximately 6.5 developed acres in the General Commercial (C-2) zone is approved subject to the following conditions of approval:

Current Planning

1. The applicant shall obtain all necessary building permits prior to commencing construction.

2. The project shall substantially conform to the approved plans as shown on the attached exhibits and as conditioned to revise. Any modification to the project shall be subject to review and approval by Planning staff (and may require additional entitlements) prior to the issuance of building permits.

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3. Any building and/or structure containing hazardous material(s) shall be labeled at all doorways with easy to read signs that provide emergency response teams with information pertaining to the hazardous building/structure contents and proper containment procedures. Labeling should be based on existing systems (such as the National Fire Protection Association 704 system) and approved by the City Fire Department.
4. All automobile servicing or repair work shall occur within a building and shall not occur between the hours of 10 p.m. and 6 a.m., seven days a week.
5. Any building in disrepair shall be painted, roll-up doors replaced or repaired, awnings replaced, and cosmetically enhanced to the satisfaction of the planning director within one-year of commencing business operations.
6. A minimum of 95 parking spaces for employees and customers shall be provided including the required number of ADA accessible spaces. Currently the site has 122 parking spaces for customer and employee parking. All existing parking areas may be maintained as is. Any new required parking and maneuvering areas shall comply with the city's shade requirements such that the areas shall be shaded 50 percent after 15 years.
7. The applicant shall provide five (5) bicycle parking spaces onsite. Two of the spaces must be Class I and three shall be either Class I, II, or III. The bicycle parking spaces shall be placed in secure, well lit areas near building entrances and shall be installed within six months of commencing business operations.
8. Should the applicant ever perform work on Service building C requiring a building permit the underlying lots bisecting the building shall be merged or the lot line shall be moved. Proof of a lot merger or lot line adjustment shall be presented to the building official prior to the issuance of any building permit for service building C.
9. Any project signage shall comply with the City's Sign Ordinance requirements.
10. The applicant is responsible for the daily removal of all litter generated by the business from the project site, and the business' Florin road and Indian Lane frontages.

Department of Transportation-Traffic Engineering

11. The applicant shall repair/reconstruct any deteriorated portions of the existing curb, gutter and sidewalk fronting the property along Florin Road and Luther Drive per City standards and to the satisfaction of the Department of Transportation (Anis Ghobril-808-5367);

Department of Utilities-Solid Waste Division Advisories

A. The project must meet the requirements outlined in Sacramento City Code Chapter 17.72.

B. Solid waste trucks must be able to safely move about the property, with minimum backing, and be able to empty the bins and cans safely.

C. Properties must accommodate trucks, as well as cans or bins, that are roughly the

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dimensions outlined in the "Truck, Bin, and Can Dimensions" section, on the next page.

D. As a commercial property, this site must have solid waste services, but is not required to use City of Sacramento Solid Waste Services. This means the property manager may have the site served by a franchised hauler instead of the City of Sacramento, if so desired.

E. Solid waste driver must not have to move front-loader bins more than 15 ft. for collection.

F. The property must have enough weekly capacity of both trash and recycling to meet the requirements are outlined in 17.72.030, which for this project is 1 cubic yard for trash, and another 1 cubic yard for recycling.

Sacramento Area Sewer District Advisories (SASD)

G. Some parcels of the project are currently connected to public sewer. Sewer service shall continue to be provided by SASD infrastructure to the existing sewer service lateral. Required modifications, if any, shall be to the satisfaction of SASD. SASD Design Standards apply to any sewer construction and/or modification.

H. Each parcel with a sewage source shall have a separate connection to the District public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or the District public sewer line.

I. In order to obtain sewer service, construction of District sewer infrastructure may be required.

J. Re-developing this property may require payment of additional sewer impact fees. Applicant should contact the Fee Quote Desk at 876-6100 for sewer impact fee information.

Planning Advisory:

K. The first full-sized sheet of the project's Building Permit plans set shall include: 1) A Zoning Affidavit signed by the applicant that affirms the plans submitted for building permit comply with all conditions of approval and approved exhibits; and 2) The project's conditions of approval and all approved exhibits.

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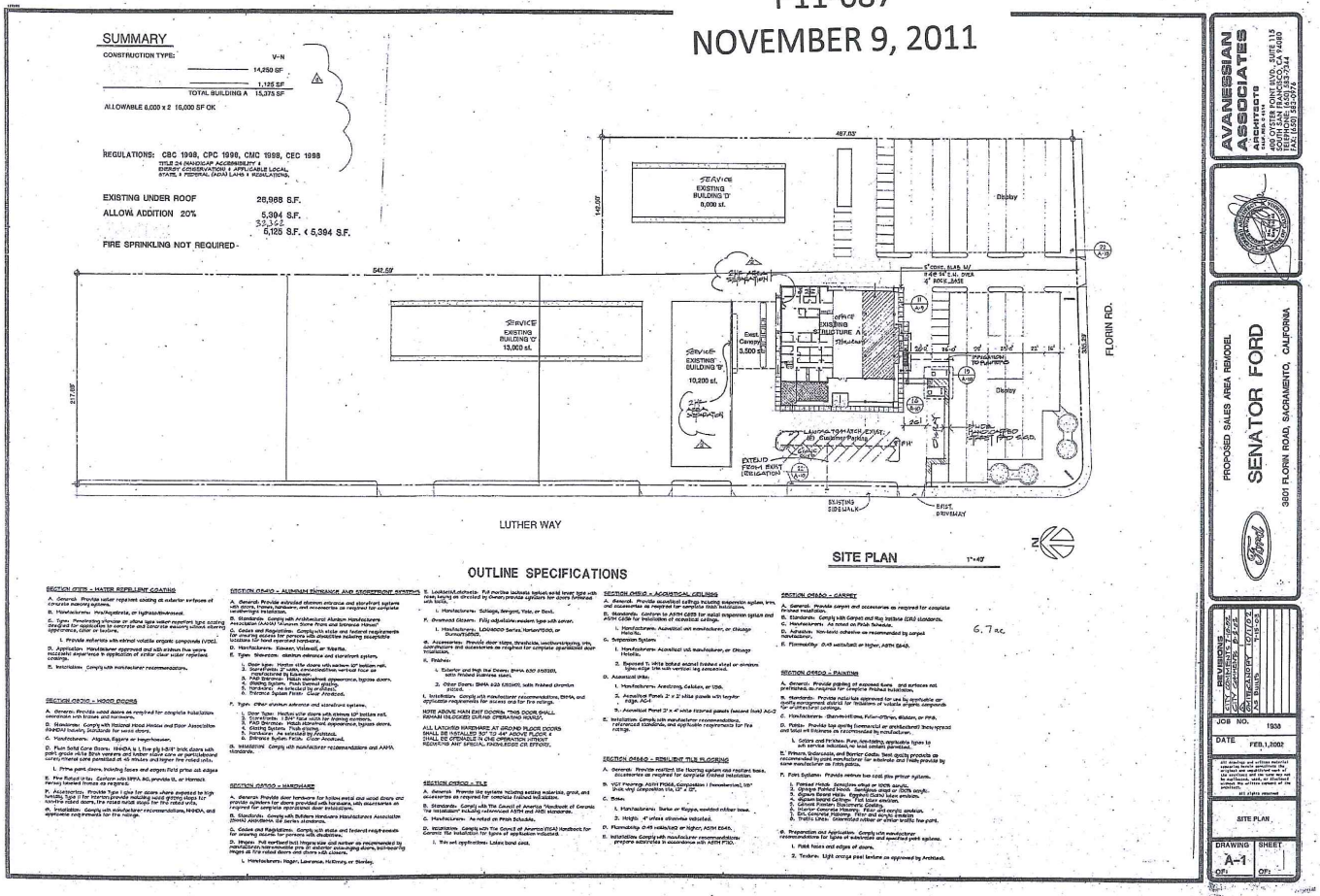
Exhibit B-1 Site Plan

P11-087
NOVEMBER 9, 2011



AVANESSIAN ASSOCIATES
ARCHITECTS
400 OYSTER POINT BLVD., SUITE 115
SOUTH SAN FRANCISCO, CA 94080
PHONE (650) 583-0744
FAX (650) 583-0746

PROPOSED SALES AREA REMODEL
SENATOR FORD
3801 FLORIN ROAD, SACRAMENTO, CALIFORNIA

REVISIONS
CITY COMMENTS 8/1/11
CITY COMMENTS 9/1/11
CITY COMMENTS 10/6/11
PER PLANCK 10/20/11

JOB NO. 1033
DATE FEB.1,2002

SITE PLAN
DRAWING A-1
SHEET OF1

Page 6 of 12

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Exhibit B-2 Floor Plan

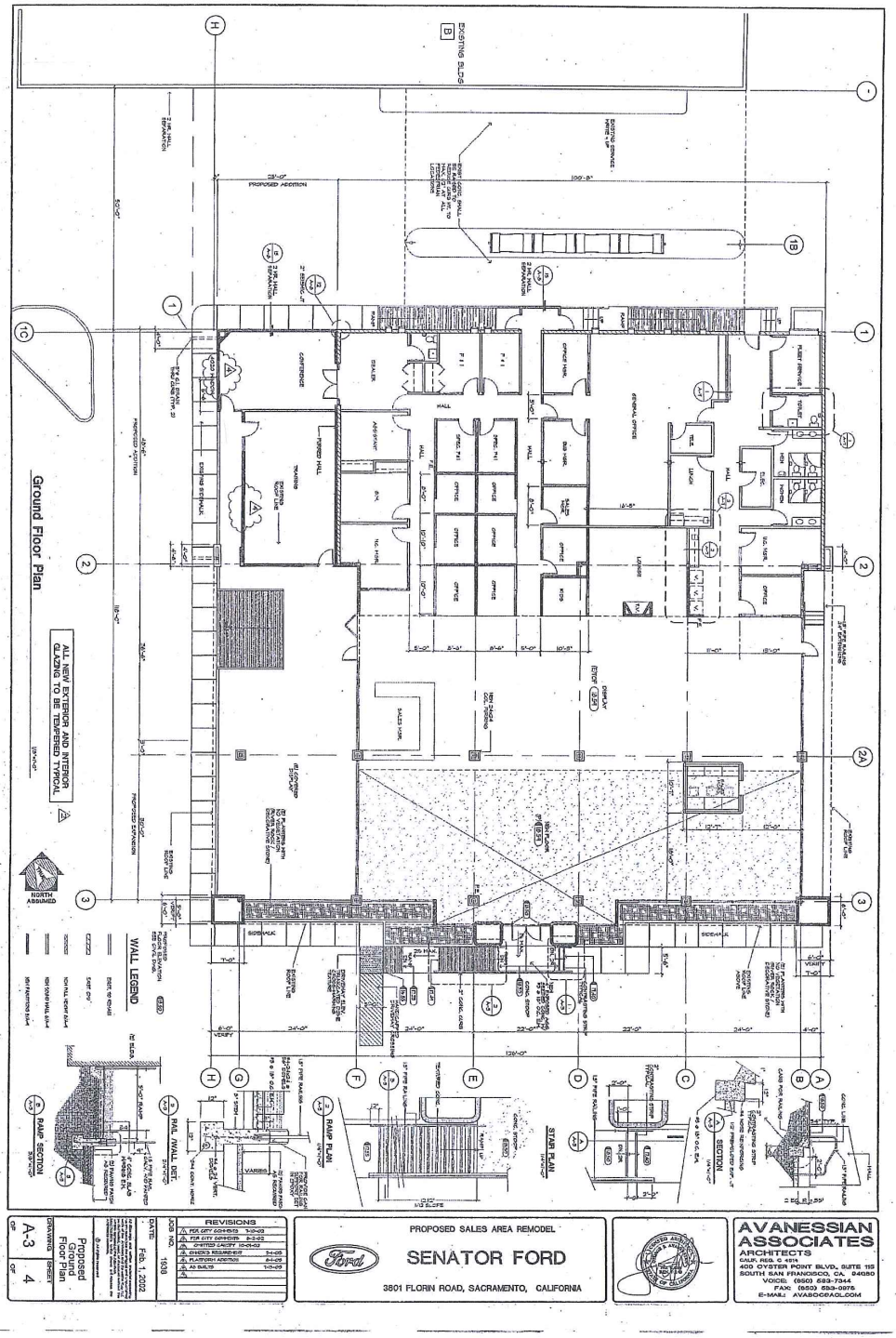

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Exhibit B-3 Elevations

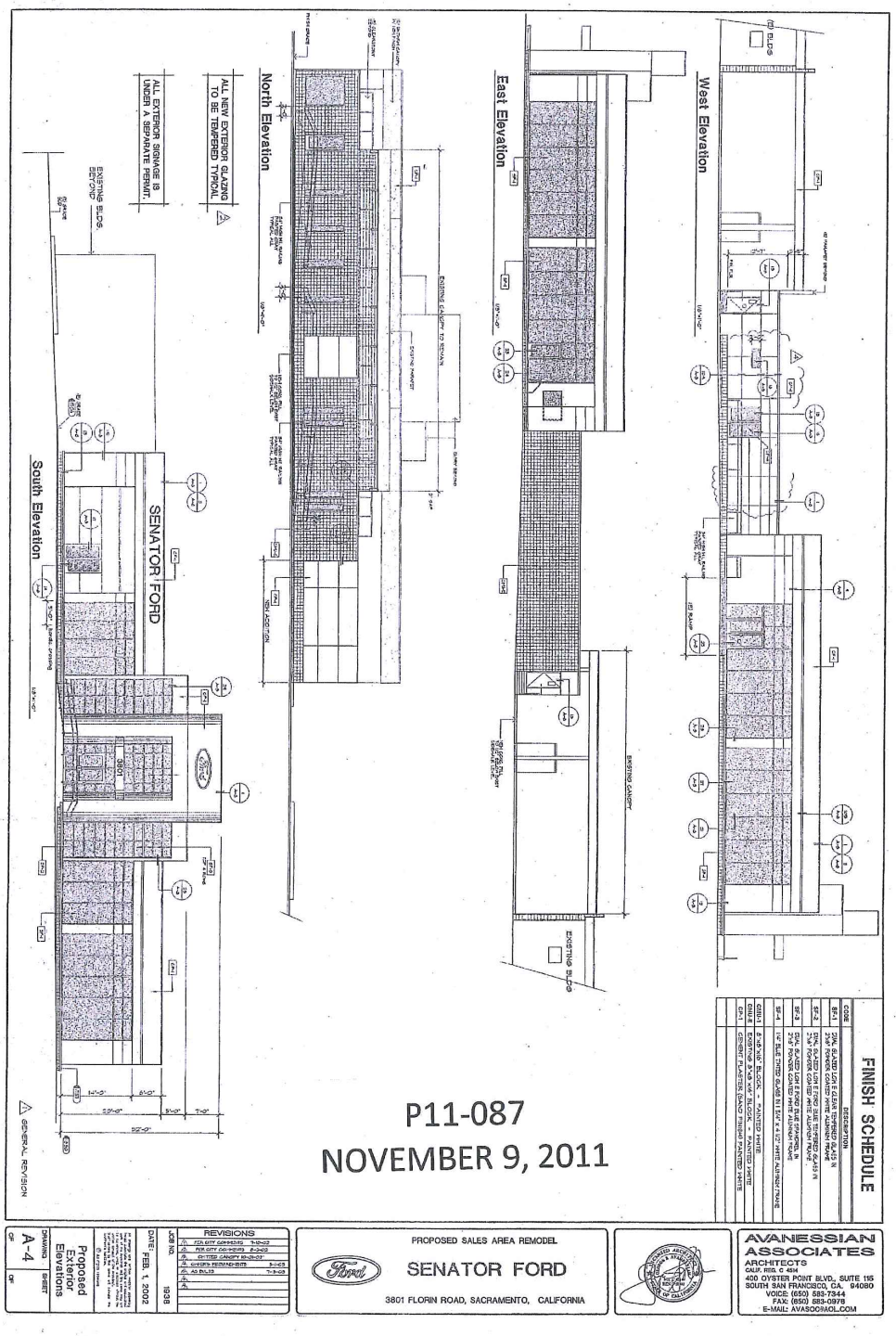

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Exhibit B-4 Site Photos Showroom-Offices

SUBJECT PROPERTY



Showroom / Office Building A - NORTH



Showroom / Office Building A - SOUTH



Showroom / Office Building A - EAST



Showroom / Office Building A - WEST

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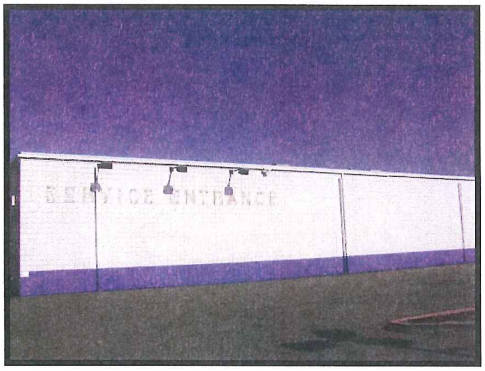
Exhibit B-5 Site Photos Service Building B

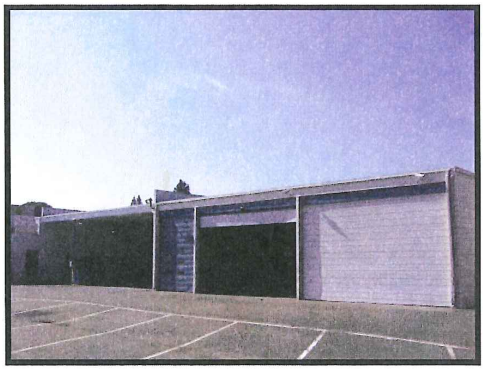
SUBJECT PROPERTY



Service Building B - NORTH



Service Building B - SOUTH



Service Building B - EAST



Service Building B - WEST

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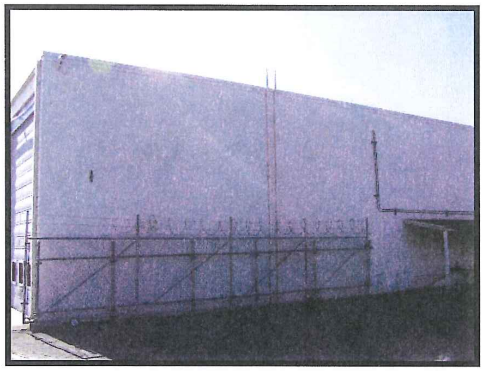
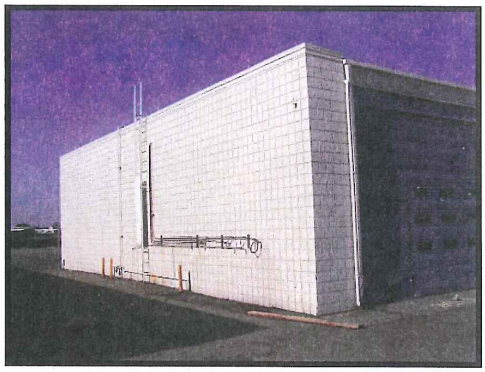
Exhibit B-6 Site Photos Service Building C

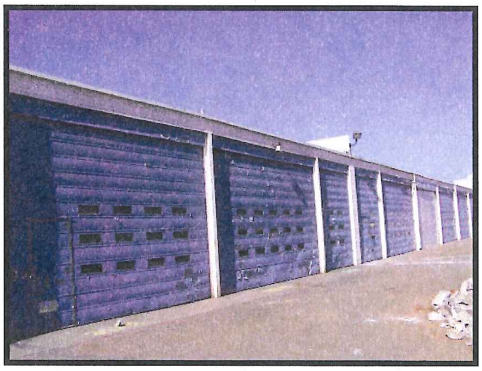
SUBJECT PROPERTY



Service Building C - NORTH



Service Building C - SOUTH



Service Building C - EAST



Service Building C - WEST

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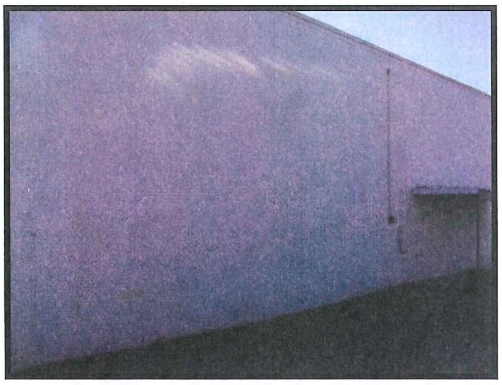
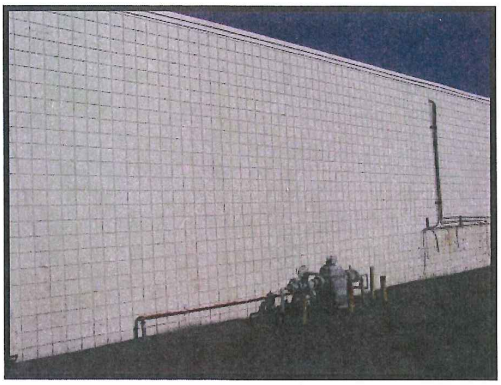
Subject: Credit Max Automotive (P11-087) February 9, 2012

Exhibit B-7 Site Photos Service Building D

SUBJECT PROPERTY



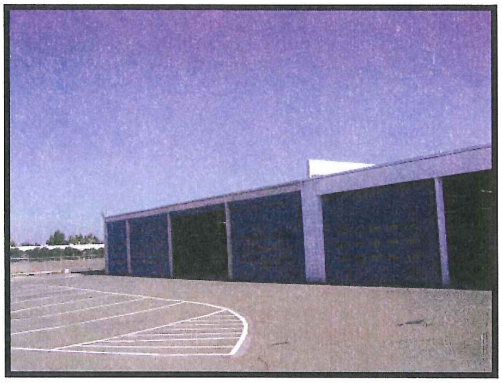
Service Building D - NORTH



Service Building D - SOUTH



Service Building D - EAST



Service Building D - WEST

P11-087
NOVEMBER 9, 2011

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COMPLETED	**01 / 20 / 2022** 01:56:14 UTC	The document has been completed.

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LICENSE FOR FACILITIES USE

This License for Facilities Use (the "License"), is dated March 1, 2022, for reference purposes only, and is made by and between the **HIGHLANDS COMMUNITY CHARTER SCHOOL**, hereinafter called "Licensor" or "HIGHLANDS", and the **SACRAMENTO EMPLOYMENT AND TRAINING AGENCY,** hereinafter called "Licensee" or "SETA".

Background

SETA desires a license to use approximately 11,142 square feet of shared office space at 3801 Florin Road, Sacramento, California (the "Premises") for the operation of a Sacramento Works Job Center. HIGHLANDS is willing to grant SETA a license to use the Premises for said use upon the following terms and conditions.

NOW, THEREFORE, for a valuable consideration and the performance of the covenants stipulated herein, and intending to be legally bound hereby, HIGHLANDS and SETA agree as follows:

1. Licensor grants Licensee a license to use the Premises upon all of the terms and conditions contained in this License.

2. This License shall commence upon the later of March 1, 2022, or completion of inspection and acceptance by Licensee as described in Paragraph 8, and expire on February 28, 2024. The Premises shall be made available for use by Licensee between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday.

3. Licensee agrees to pay Licensor a license fee (the "License Fee") based on Licensee's fair share of the cost of utilities, custodial, security and other costs related to the operation of a Sacramento Works Job Center. The total license fee shall not exceed $2,000 per month. License Fees shall be payable at the end of each calendar month, after receipt of original invoices, at the address of Licensor set forth hereafter for the receipt of notices.

4. Licensee shall use the Premises only for the operation of a Sacramento Works Job Center and for no other purposes.

5. Licensee shall indemnify, defend, protect and hold harmless Licensor, and its respective officers, directors, agents, employees and volunteers, from and against any and all demands, claims, actions, losses, liabilities, damages and costs, including reasonable attorneys' fees, sustained by any person or to any property in, on or about the Premises caused in whole or in part by a wrongful or negligent act or omission of Licensee or anyone directly employed by Licensee, its officers, agents, invitees, guests or volunteers. Licensor shall defend, indemnify and hold harmless Licensee, its officers, directors, agents, employees and volunteers, from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, sustained by any person or to any property in, on or about the Premises caused in whole or in part by a wrongful or negligent act or omission of Licensor or anyone directly employed by Licensor, its officers, agents, invitees, guests, or volunteers. It is the intention of Licensor and Licensee that where comparative fault is determined to have been

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contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, employees, agents, invitees, guests, or volunteers.

6. Licensee shall, at its sole cost and expense, procure and maintain in full force and effect, during the term of this License and any extensions thereof, an insurance policy insuring against direct or indirect liability for personal injury, wrongful death or property damage occasioned by reason of the operations of Licensee upon, in, or around the Premises. Said policy shall have a single limit of no less than One Million Dollars ($1,000,000.00), shall name Licensor as additional insured by way of endorsement, and shall provide for thirty (30) days advance written notice to Licensor prior to cancellation.

Licensor shall, at its sole cost and expense, procure and maintain in full force and effect, during the term of this License or any extensions thereof, public liability insurance covering the building space where the Premises are located, in an amount not less than One Million Dollars ($1,000,000.00), single limit, for personal injury, wrongful death, or property damage. Said policy shall name Licensee as additional insured by way of endorsement, and shall contain provisions which guarantee that coverage shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to Licensee, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply. Each party hereto agrees to provide the other, upon request, a copy of the endorsement(s). Each party hereto may self-insure for the above insurance, and in such instance shall provide the other party with a letter of self-insurance against liabilities and claims arising at the Premises. Failure to maintain insurance (or adequate self-insurance) as required by this License is a material breach of contract and may be grounds for termination of this License.

7. Licensee may terminate this License at any time upon not less than sixty (60) days' prior written notice to the Licensor.

8. Licensee shall be permitted to inspect and approve the condition of the premises prior to occupancy. Upon such acceptance, Licensor shall have no further responsibility for the condition of the premises. Licensee acknowledges that it is licensing the Premises without any warranty or representation by Licensor as to the condition of the Premises or the fitness of the Premises for Licensee's use thereof.

9. All fixtures and equipment made or installed by Licensee in the Premises shall remain the property of Licensee and shall be removed by Licensee upon the termination or expiration of this License. Licensee shall repair any damage to the Premises resulting from the removal of any fixtures and equipment.

10. Licensee agrees that it will, at all times during its use and occupancy of the Premises, comply with all ordinances, laws and regulations affecting the use and occupancy thereof.

11. Licensee shall keep the Premises in a clean, safe condition, free of trash and garbage and upon termination or expiration of this License shall return the Premises to Licensor in good condition, excepting ordinary wear and tear and damage caused by forces beyond the reasonable control of Licensee. Licensor agrees to make commercially reasonable efforts to enforce the obligations of the Landlord under the Master Lease.

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12. Licensor and its Landlord and their respective agents, contractors and employees shall have the right to enter upon the Premises at all reasonable times to inspect the same to see that no damage has been done, and to make such repairs, improvements or alterations as they deem necessary.

13. The terms and conditions of this License shall extend to, be binding upon, and inure to the benefit of the permitted successors and assigns of the parties hereto.

14. This License sets forth all of the promises, conditions and understandings between Licensor and Licensee relating to the Premises. There are no promises, conditions and understandings, either oral or written, between Licensor and Licensee other than those set forth in this License. No subsequent modification or agreement with respect to the terms of this License shall be effective, unless such subsequent modification or agreement is in writing executed by both Licensor and Licensee.

15. All notices from either party to the other under this License shall be in writing and sent by nationally recognized overnight delivery service for next business day delivery or sent by United States certified or registered mail, postage prepaid with return receipt obtained, addressed as follows:

TO LICENSEE:	Sacramento Employment and Training Agency 925 Del Paso Blvd. Sacramento, CA 95815 Attention: Executive Director
WITH A COPY TO:	Law Offices of Gregory D. Thatch 1730 I Street, Suite 220 Sacramento, CA 95814 Attn: Gregory D. Thatch
TO LICENSOR:	Highlands Community Charter School 1333 Grand Avenue Sacramento, CA 95838 Attention: Executive Director

16. The Premises are contained within office space that Licensor has leased from VMZ Development LLC (the "Landlord"), pursuant to a lease dated January 18, 2022, (the "Master Lease"), a copy of which has been provided to Licensee. Licensee shall comply with all of the terms and conditions contained in the Master Lease. To the extent that there are any inconsistencies between the Master Lease and this License, the provisions of this License shall prevail over the Master Lease as between Licensor and Licensee.

054 - 3801 Florin Rd Suite 107.pdf

IN WITNESS WHEREOF, the parties hereto have executed this License as set forth below.

LICENSEE:

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

By: _____
Denise Lee
Interim Executive Director

LICENSOR:

HIGHLANDS COMMUNITY CHARTER SCHOOL

By: _____

Name: Murdock Smith

Title: Executive Director/CEO

Approved as to Form:

_____
Legal Counsel to SETA

Approved as to Form:

_____
Legal Counsel to Highlands Community Charter School

054 - 3801 Florin Rd Suite 107.pdf

CONSENT TO LICENSE

VMZ Development LLC, being the Landlord under the Master Lease, hereby consents to the use of the Premises by the Sacramento Employment and Training Agency and consents to the foregoing License.

By: _____

Its: CEO

6/14/21

EXHIBIT A

DIAGRAM OF PREMISES BEING LICENSED

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

AP Contracts <contracts@hccts.org>

Fwd: Highland Community Charter School - 8211 Bruceville Rd

AP Contracts <contracts@hccts.org> Thu, Oct 30, 2025 at 11:52 AM
To: Aaron Bains <hjp-ar@hilbersinc.com>
Cc: Success Vang <success.vang@hccts.org>, Sarah Satingin <SarahS@hilbersinc.com>, Maintenance <maintenance@hccts.org>, Accounts Payable Accounts Payable <ap@hccts.org>, Matthew Lemos <matthew.lemos@hccts.org>, Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>, Pramesh Ram <pramesh.ram@hccts.org>, "Schmidt, Josh @ Sacramento" <Josh.Schmidt@cbre.com>, IT <it@hccts.org>

Hi Aaron,

Hope all is well! Thank you for your patience while we were making final decisions.

We appreciate the opportunity that has been given to us to utilize these spaces however please accept this notice as our official 30 day notice to terminate the lease agreement for 8211 Bruceville Rd Suite 125.

Rent payment for the month of November has been processed and sent out. If we have any outstanding balances or new fees, please let me know and we can get those squared away.

Additionally, we have security deposits for both Suites as follows:

Suite 115: $5,413.80
Suite 125: $2,606.87

Please advise when we can expect these to be returned.

Please let me know if there are any questions or concerns.

Thank you,

Success Vang.

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Fri, Oct 24, 2025 at 9:06 AM Aaron Bains <hjp-ar@hilbersinc.com> wrote:

> Yes, Suite 115 will terminate on 11/15/2025 per the 30-day notice.
>
> Also, we will expect full payment as normally received for Suite 125.

HJP
HILBERS JONES
PROPERTIES

Aaron Bains
Accounts Receivable
hjp-ar@hilbersinc.com
Hilbers Jones Properties
Direct 530-441-6374 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

From: AP Contracts <contracts@hccts.org>
Sent: Friday, October 24, 2025 8:51 AM

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

To: Aaron Bains <hjp-ar@hilbersinc.com>
Cc: Success Vang <success.vang@hccts.org>; Sarah Satingin <SarahS@hilbersinc.com>; Maintenance <maintenance@hccts.org>; Accounts Payable Accounts Payable <ap@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>; Pramesh Ram <pramesh.ram@hccts.org>; Schmidt, Josh @ Sacramento <josh.schmidt@cbre.com>; IT <it@hccts.org>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hello Aaron,

Thank you for providing these. We will be making payments on any outstanding balance for Suite 115 accordingly.

To confirm, the termination date for Suite 115 is 11.15.25, correct?

Thank you,

Success Vang.

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Thu, Oct 23, 2025 at 3:09 PM Aaron Bains <hjp-ar@hilbersinc.com> wrote:

> Please find attached.

HILBERS JONES PROPERTIES

Aaron Bains
Accounts Receivable
hjp-ar@hilbersinc.com
Hilbers Jones Properties
Direct 530-441-6374 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

From: Success Vang <success.vang@hccts.org>
Sent: Thursday, October 23, 2025 5:56 AM
To: Aaron Bains <hjp-ar@hilbersinc.com>
Cc: Sarah Satingin <SarahS@hilbersinc.com>; Maintenance <maintenance@hccts.org>; Accounts Payable Accounts Payable <ap@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>; Pramesh Ram <pramesh.ram@hccts.org>; AP Contracts <contracts@hccts.org>; Schmidt, Josh @ Sacramento <josh.schmidt@cbre.com>; IT <it@hccts.org>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hi Aaron,

Thanks for clarification. Yes, if you can please pull those invoices for our reference again, that'd be greatly appreciated.

Thank you,

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

Success Vang
Accounts Payable Manager

A: 1111 Howe Ave Suite 505, Sacramento, CA 95825
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Wed, Oct 22, 2025 at 2:55 PM Aaron Bains <hjp-ar@hilbersinc.com> wrote:

Good afternoon!

These estimates were made based off the 2024 CAM Reconciliation. I can resend the invoices, but I will need to pull those.

HILBERS JONES PROPERTIES

Aaron Bains
Accounts Receivable
hjp-ar@hilbersinc.com
Hilbers Jones Properties
Direct 530-441-6374 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

From: Success Vang <success.vang@hccts.org>
Sent: Wednesday, October 22, 2025 6:52 AM
To: Aaron Bains <hjp-ar@hilbersinc.com>
Cc: Sarah Satingin <SarahS@hilbersinc.com>; Maintenance <maintenance@hccts.org>; Accounts Payable Accounts Payable <ap@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>; Pramesh Ram <pramesh.ram@hccts.org>; AP Contracts <contracts@hccts.org>; Schmidt, Josh @ Sacramento <josh.schmidt@cbre.com>; IT <it@hccts.org>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hi Aaron,

Thank you so much for the updated statement however before we make payments, can we request supporting documents for the tax and insurance estimates?

Additionally unfortunately we've not come to a conclusion on Suite 125. Once we've made a decision, we'll reach out accordingly.

Please let me know if there are any questions or concerns.

Thank you,

Success Vang
Accounts Payable Manager

A: 1111 Howe Ave Suite 505, Sacramento, CA 95825
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Tue, Oct 21, 2025 at 4:11 PM Aaron Bains <hjp-ar@hilbersinc.com> wrote:

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

Here is the October and November rent invoice for Suite 115. The total balance due for rent and CAM charges is $13,087.87. November was prorated based on the notice provided.

Aaron Bains
Accounts Receivable
hjp-ar@hilbersinc.com
Hilbers Jones Properties
Direct 530-441-6374 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

From: Success Vang <success.vang@hccts.org>
Sent: Tuesday, October 21, 2025 10:39 AM
To: Aaron Bains <hjp-ar@hilbersinc.com>
Cc: Sarah Satingin <SarahS@hilbersinc.com>; Maintenance <maintenance@hccts.org>; Accounts Payable Accounts Payable <ap@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>; Pramesh Ram <pramesh.ram@hccts.org>; AP Contracts <contracts@hccts.org>; Schmidt, Josh @ Sacramento <josh.schmidt@cbre.com>; IT <it@hccts.org>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hi Aaron,

Apologies for the delay but we will need until the end of day to confirm whether we are ready for both suites to be terminated 11/15/2025. Suite 115 will terminate for sure, but we still need to review Suite 125.

If anything, we will let you know first thing in the morning of next steps.

Please let me know if there are any questions or concerns.

Thank you,

Success Vang
Accounts Payable Manager

A: 1111 Howe Ave Suite 505, Sacramento, CA 95825
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Mon, Oct 20, 2025 at 2:55 PM Aaron Bains <hjp-ar@hilbersinc.com> wrote:

> Hello,
>
> Please let us know your decision regarding Unit 125. If you plan to move out and would like both move-outs processed for 11/15/2025, we'll need to receive your 30-day notice by tomorrow morning at the latest so we can schedule them together.
>
> Please note, our system currently shows the lease expiring on 10/31/2025.

Aaron Bains
Accounts Receivable
hjp-ar@hilbersinc.com
Hilbers Jones Properties
Direct 530-441-6374 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

From: Success Vang <success.vang@hccts.org>
Sent: Friday, October 17, 2025 6:06 AM
To: Sarah Satingin <SarahS@hilbersinc.com>; Maintenance <maintenance@hccts.org>
Cc: Aaron Bains <hjp-ar@hilbersinc.com>; Accounts Payable Accounts Payable <ap@hccts.org>; Matthew Lemos <matthew.lemos@hccts.org>; Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>; Pramesh Ram <pramesh.ram@hccts.org>; AP Contracts <contracts@hccts.org>; Schmidt, Josh @ Sacramento <josh.schmidt@cbre.com>; IT <it@hccts.org>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hi Sarah,

I reviewed the lease, and please correct me if I'm wrong here, I see an execution date of 09.01.22 and an expiration date of 12.31.25 for a total of (3) years and (3) months.

Upon further review, I also noticed that there's a short clause that states the termination date of Suite 125 is to be concurrent with the expiration date of Suite 115. If so, we can try to make this happen, however I'm not sure how long our team would need to vacate the premises and retrieve our property. @IT @Maintenance Can both teams advise how much time would be needed to vacate and retrieve our property?

Nonetheless, please advise what your thoughts are and we can work with you in moving in the right direction.

Please let me know if you have any questions or concerns.

Thank you,

Success Vang
Accounts Payable Manager

A: 1111 Howe Ave Suite 505, Sacramento, CA 95825
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Thu, Oct 16, 2025 at 2:09 PM Sarah Satingin <SarahS@hilbersinc.com> wrote:

> Hi Success. We show that unit 125 is due to expire at the end of this month. If we allow you to continue a Month-to Month lease, we do need to add a 3% increase. Please let us know if you plan to vacate this unit as well.
>
> Thank you.
>
> **Sarah Satingin**
> HJP Property Manager
> SarahS@hilbersinc.com
> Hilbers Jones Properties
> Direct 530-923-2962 | Tel 530-923-2962
> 770 N. Walton Ave. Suite 200
> Yuba City, CA 95993

From: Success Vang <success.vang@hccts.org>
Sent: Thursday, October 16, 2025 11:56 AM
To: Sarah Satingin <SarahS@hilbersinc.com>
Cc: Aaron Bains <hjp-ar@hilbersinc.com>; Accounts Payable Accounts Payable <ap@hccts.org>; Matthew Lemos

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

<matthew.lemos@hccts.org>; Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>; Pramesh Ram <pramesh.ram@hccts.org>; AP Contracts <contracts@hccts.org>; Schmidt, Josh @ Sacramento <josh.schmidt@cbre.com>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hi Sarah,

Suite 125 is a separate contract that expires at a later date so it is only for Suite 115 at this time.

Thank you,

Success Vang
Accounts Payable Manager

A: 1111 Howe Ave Suite 505, Sacramento, CA 95825
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Thu, Oct 16, 2025 at 11:54 AM Sarah Satingin <SarahS@hilbersinc.com> wrote:

> Hello Success. Can you confirm if both units (115 and 125) are leaving?
>
> Thank you.

HJP
HILBERS JONES
PROPERTIES

Sarah Satingin
HJP Property Manager
SarahS@hilbersinc.com
Hilbers Jones Properties
Direct 530-923-2962 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

From: Success Vang <success.vang@hccts.org>
Sent: Thursday, October 16, 2025 11:20 AM
To: Aaron Bains <hjp-ar@hilbersinc.com>
Cc: Accounts Payable Accounts Payable <ap@hccts.org>; Sarah Satingin <SarahS@hilbersinc.com>; Matthew Lemos <matthew.lemos@hccts.org>; Waisuddin Akhondzada <waisuddin.akhondzada@hccts.org>; Pramesh Ram <pramesh.ram@hccts.org>; AP Contracts <contracts@hccts.org>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hi Aaron,

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

Apologies for any inconveniences.

As you mentioned, we understand that we are still responsible for the rent and we will make sure to pay the rent and affiliated fees accordingly. Please put together a statement that shows the outstanding balance so we can move forward accordingly.

Additionally, please accept the attached notice as our official notice to vacate the premises (Suite 115).

@Pramesh Ram @Waisuddin Akhondzada Please coordinate and schedule some time to do a final walk through.

Please let me know if there are any questions or concerns.

Thank you,

Success Vang
Accounts Payable Manager

A: 1111 Howe Ave Suite 505, Sacramento, CA 95825
P: 916.844.2283 **C:** 916.937.1952
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Thu, Oct 16, 2025 at 10:54 AM Aaron Bains <hjp-ar@hilbersinc.com> wrote:

> If that were the case, no notice was provided, and no move-out was processed; therefore, as the tenant, you are still responsible for the rent payment. A late fee has been applied since payment was not received on time. I can provide the total balance so the account can be brought current when you make a payment next month.

HILBERS JONES
PROPERTIES

Aaron Bains
Accounts Receivable
hjp-ar@hilbersinc.com
Hilbers Jones Properties
Direct 530-441-6374 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

From: Accounts Payable Accounts Payable <ap@hccts.org>
Sent: Thursday, September 25, 2025 2:12 PM
To: Aaron Bains <hjp-ar@hilbersinc.com>
Subject: Re: Highland Community Charter School - 8211 Bruceville Rd

Hi Aaron,

Our records show the lease for Suite 115 expired on 9/30/25; however, if we continue to lease it may be on a month to month basis. This is being presented to our Board of Directors on Oct 9th and if approved we will process the Oct and Nov payment together.

Please let me know if you have any questions

Thanks,

De'Onna Jack

Accounts Payable

A: 1111 Howe Avenue, Suite 505, Sacramento, CA 95825
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

On Wed, Sep 24, 2025 at 3:42 PM Aaron Bains <hjp-ar@hilbersinc.com> wrote:

> Hello,
>
> We received payment for Unit 125 only. Unit 115's account still has a balance, so I wanted to point that out just in case.

HILBERS JONES
PROPERTIES

Aaron Bains
Accounts Receivable
hjp-ar@hilbersinc.com

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

Hilbers Jones Properties
Direct 530-441-6374 | Tel 530-923-2962
770 N. Walton Ave. Suite 200
Yuba City, CA 95993

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

HJ Properties
HILBERS JONES
PROPERTY MANAGEMENT

3/14/2025

RE: 2024 CAM Reconciliation & 2025 CAM Estimate Adjustments

To Whom This May Concern:

We have finalized the 2024 CAM Reconciliation for your leased space at Strawberry Creek in Sacramento, CA. Please find attached a copy of your 2024 CAM Reconciliation along with the 2025 CAM Estimate adjustments.

Your estimated CAM charges for 2025 are also included in the reconciliation for your reference.

If you have not yet done so, we encourage you to contact our office to set up access to Commercial Café for online payments, as we are transitioning away from processing physical checks.

We appreciate your continued partnership and look forward to another successful year together. If you have any questions regarding your reconciliation, please do not hesitate to reach out via email or call us at (530) 923-2962.

Warm regards,

Aaron Bains
Hilbers Jones Property Management

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

INVOICE

Hilbers Jones Properties
770 N Walton Ave
Yuba City, CA 95993-9470
(530) 923-2962

Prepared For
Highland Community Charter School
Willow Glen Community, LP - Strawberry Creek, Unit B115
Sacramento, CA 95823

Property:
Willow Glen Community, LP -
Strawberry Creek
Sacramento, CA 95823

Invoice Date	03/14/2025
Invoice No.	24503
Unit	B115

Billing Information:

Description	Amount
2025 CAM Estimate Adjustment to Actual (Jan-Mar)	-394.55
2024 CAM Reconciliation	-1,203.11
Grand Total	-1,597.66

Notes

Remittance Advice

(please detach and return)

Tenant Information		Invoice Information	
Name:	Highland Community Charter School	**Unit**	B115
Address:	Willow Glen Community, LP - Strawberry Creek	**Payment Date**	
City/State/Zip	Sacramento, CA 95823	**Payment Amount**	

Thank you for your prompt payment

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

INVOICE

Hilbers Jones Properties
770 N Walton Ave
Yuba City, CA 95993-9470
(530) 923-2962

Prepared For
Highland Community Charter School
Willow Glen Community, LP - Strawberry Creek, Unit B125
Sacramento, CA 95823

Property:
Willow Glen Community, LP -
Strawberry Creek
Sacramento, CA 95823

Invoice Date	03/14/2025
Invoice No.	24507
Unit	B125

Billing Information:

Description	Amount
2025 CAM Estimate Adjustment to Actual (Jan-Mar)	-294.20
2024 CAM Reconciliation	-928.47
Grand Total	-1,222.67

Notes

Remittance Advice

(please detach and return)

Tenant Information		Invoice Information	
Name:	Highland Community Charter School	**Unit**	B125
Address:	Willow Glen Community, LP - Strawberry Creek	**Payment Date**	
City/State/Zip	Sacramento, CA 95823	**Payment Amount**	

Thank you for your prompt payment

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

Strwberry Creek - 2024 Operating Budget

Total Owned SF	57,373
Bldg. A2	6,156
Bldg. B	24,515
Bldg. C	12,225
Bldg. D	14,477

	Highland Charter School
	8211
Suite	B-115
Square ft.	2,578
CAM Shared Pro-rata	4.49%
CAM SHOPS Pro-rata	10.52%

CAM SHARED EXPENSE	Amount	
Maintenance & Repairs	$ 20,597.84	$ 925.54
Maintenance & Repairs - Supplies	$ 300.08	$ 13.48
Landscaping	$ 33,916.23	$ 1,523.99
Irrigation	$ 1,541.95	$ 69.29
Painting	$ 1,117.00	$ 50.19
Painting - Supplies	$ 31.18	$ 1.40
Electrical	$ 3,723.48	$ 167.31
Plumbing	$ 1,611.99	$ 72.43
Roof	$ 2,150.00	$ 96.61
Locks & Keys	$ 3,356.36	$ 150.81
Janitorial / Porter Services	$ 33,960.86	$ 1,526.00
Security Services	$ 116,124.00	$ 5,217.92
Sweeping	$ 18,388.32	$ 826.26
Power Washing	$ 18,183.33	$ 817.05
Gas & Electric	$ 14,280.41	$ 641.68
Water	$ 40,008.94	$ 1,797.76
Garbage	$ 38,602.85	$ 1,734.58
Dump Run/Haul Away	$ 300.00	$ 13.48
Pest Control	$ 6,896.00	$ 309.87
Administrative Fees	$ 52.38	$ 2.35
Maintenance Payroll	$ 405.00	$ 18.20
Bank Charges	$ 882.60	$ 39.66
License/Permits	$ 180.56	$ 8.11
Subtotal CAM Shared	**$ 356,611.36**	**$ 16,023.98**
CAM-SHOPS EXPENSE		
Fire Alarm	$ 6,123.93	$ 172.07
Property Management Fee	$ 119,994.46	$ 5,391.83
Repairs & Maintenance - Bldg.		
Sewer Service Expense Per Tenant	**$ 76,370.52**	**$ 606.83**
Insurance Property	$ 66,609.04	$ 1,574.64
Property Tax	$ 256,155.55	$ 10,920.51
Subtotal CAM Shops	**$ 525,253.50**	**$ 13,274.06**
Total CAM Expenses	**$ 881,864.86**	**$ 29,298.04**
Admin. Fee		**10%**
Admin Amount		**$ 2,390.62**
Total Operating Expenses	$ 881,864.86	$ 31,688.67
CAP Adjustment		
Occupancy		100%
Total 2024 Tenant Share	**$ 881,864.86**	**$ 31,688.67**
	Total 2024 NNN Charges Billed	$ 32,891.78
Total 2024 CAM REC DUE/(CREDIT)		**$ (1,203.11)**

Color Legend

Expenses excluded from Admin Fee
Tenant does not pay into expense

2025 CAM Est
Monthly -
$ 2,640.72

057 - 8211 Bruceville Rd Suite 125 (Inactive 11.30.25).pdf

Strwberry Creek - 2024 Operating Budget

Total Owned SF	57,373
Bldg. A2	6,156
Bldg. B	24,515
Bldg. C	12,225
Bldg. D	14,477

	Highland Charter School
	8211
Suite	B-125
Square ft.	1,169
CAM Shared Pro-rata	2.04%
CAM SHOPS Pro-rata	4.77%

CAM SHARED EXPENSE	Amount	
Maintenance & Repairs	$ 20,597.84	$ 419.69
Maintenance & Repairs - Supplies	$ 300.08	$ 6.11
Landscaping	$ 33,916.23	$ 691.06
Irrigation	$ 1,541.95	$ 31.42
Painting	$ 1,117.00	$ 22.76
Painting - Supplies	$ 31.18	$ 0.64
Electrical	$ 3,723.48	$ 75.87
Plumbing	$ 1,611.99	$ 32.85
Roof	$ 2,150.00	$ 43.81
Locks & Keys	$ 3,356.36	$ 68.39
Janitorial / Porter Services	$ 33,960.86	$ 691.97
Security Services	$ 116,124.00	$ 2,366.08
Sweeping	$ 18,388.32	$ 374.67
Power Washing	$ 18,183.33	$ 370.49
Gas & Electric	$ 14,280.41	$ 290.97
Water	$ 40,008.94	$ 815.20
Garbage	$ 38,602.85	$ 786.55
Dump Run/Haul Away	$ 300.00	$ 6.11
Pest Control	$ 6,896.00	$ 140.51
Administrative Fees	$ 52.38	$ 1.07
Maintenance Payroll	$ 405.00	$ 8.25
Bank Charges	$ 882.60	$ 17.98
License/Permits	$ 180.56	$ 3.68
Subtotal CAM Shared	$ 356,611.36	$ 7,266.11
CAM-SHOPS EXPENSE		
Fire Alarm	$ 6,123.93	$ 78.03
Property Management Fee	$ 119,994.46	$ 2,444.94
Repairs & Maintenance - Bldg.		
Sewer Service Expense Per Tenant	$ 76,370.52	$ 605.92
Insurance Property	$ 66,609.04	$ 714.03
Property Tax	$ 256,155.55	$ 4,951.93
Subtotal CAM Shops	$ 525,253.50	$ 6,349.90
Total CAM Expenses	$ 881,864.86	$ 13,616.01
Admin. Fee		10%
Admin Amount		$ 1,361.60
Total Operating Expenses	$ 881,864.86	$ 14,977.61
CAP Adjustment		
Occupancy		100%
Total 2024 Tenant Share	$ 881,864.86	$ 14,977.61
	Total 2024 NNN Charges Billed	$ 15,906.08
Total 2024 CAM REC DUE/(CREDIT)		$ (928.47)

Color Legend

Expenses excluded from Admin Fee
Tenant does not pay into expense

2025 CAM Exp Est
Monthly -

$ 1,248.13

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To: rich.henning@hccts.org; 01/30/2024

Cc:

Subject:2023 Reconciliation - Highland Charter School B-125

Hello,
Please find attach the 2023 CAM Reconciliation for Highland Charter School located at suite B-125. Your new CAM for 2024 is $1,346.20. This will be as of January 1, 2024. Please check Commercial Café for your balance. We look forward to another great year.
Sincerely,
Jennifer Sandoval
Hilbers Jones Properties

To: rich.henning@hccts.org; 01/30/2024

Cc:

Subject:2023 Reconciliation - Highland Charter School B-115

Hello,
Please find attach the 2023 CAM Reconciliation for Highland Charter School located at suite B-115. Your new CAM for 2024 is $2,772.24. This will be as of January 1, 2024. Please check Commercial Café for your balance. We look forward to another great year.
Sincerely,
Jennifer Sandoval
Hilbers Jones Properties

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HIGHLANDS
COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

#125 CAM Rec

Jennifer Sandoval <hjp-ar@hilbersinc.com> Tue, Apr 11, 2023 at 11:13 AM
To: "ap@hccts.org" <ap@hccts.org>

Dear Highland Charter School,

We have completed your 2022 CAM Reconciliation for the space you lease at 8211 Bruceville Rd, Suite B125 Sacramento, CA. The amount due for 2022 is $658.73. Please see attached breakdown. The balance on your account is $5,750.00. If you are not already signed up on Commercial Café, please do so. All Payments are to be made to:
Willow Glen Community, LP
770 N Walton, Suite 200
Yuba City, CA 95993

Your estimated CAM charges for 2023 are: $1,097.88 due monthly.
We look forward to another great year. If you have any questions regarding this reconciliation, please feel free to contact us at: 530-923-2962.

[Quoted text hidden]
[Quoted text hidden]

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FIRST AMENDMENT TO LEASE

October 13, 2022

This is an Amendment to the Lease Agreement dated August 10, 2022, between Willow Glen Community LP ("Lessor") and Doc Smith ("Lessee") for the real property described as 8211 Cosumnes River Blvd, Suite 125, Sacramento, CA 95823.

("Lessor") and ("Lessee") hereby agree to amend the Lease:

Tenant entity shall be changed to Highland Community Charter School and Doc Smith shall be removed as personal guarantor.

Lease Commencement Date shall be October 13, 2022.

LANDLORD and TENANT have signed this Amendment to Lease Agreement on the dates set forth below:

Date: 10/31/22

Landlord: Willow Glen Community LP

By: [signature]

Name: Kurt Hilbers

Date: 10/19/2022

Tenant: Highland Community Charter School

By: DocuSigned by: Murdock Smith
E65F74F20BF3462...

Name: Murdock Smith

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FUNDAMENTAL LEASE PROVISIONS

PROPERTY: **Strawberry Creek 8211 Cosumnes River Blvd, Suite 125, Sacramento, CA 95823**

LANDLORD: *(Article 1)*	Willow Glen Community LP
TENANT: *(Article 1)*	Doc Smith
DATE OF LEASE: *(Article 1)*	
TENANT D.B.A.:	Highland Community Charter School
SQUARE FOOTAGE *(Article 2)*	±1,169
LEASE PAYMENT SCHEDULE: *(Article 4)*	Month(s) / Rate/ SF / Rate/Month + NNNs* 1-4 / $0.00 / $0.00 09.01.22-12.31.22 5-16 / $2.10 / $2,454.90 01.01.23-12.31.23 17-28 / $2.16 / $2,525.04 01.01.24-12.31.24 29-39 / $2.23 / $2,606.87 01.01.25-12.31.25 **Tenant shall not pay NNN charges during Tenants abated rent period. Tenant shall begin paying NNN charges after Tenant's 3rd month of abated rent. NNN is estimated at $0.81 PSF/per month.*
CONSTRUCTION: *(Exhibit B)*	Landlord shall deliver to Tenant said space in as-is condition.
LEASE TERM: *(Article 5)*	Three (3) Years and three (3) months (Lease terminated date to be concurrent with expiration date of Tenant's Lease for Suite 115)
OPTIONS	Provided that Tenant is not in default of said lease, Tenant shall receive one (1) three (3) year option at the then current market rental rate. Tenant shall notify landlord in writing of Tenant's intent to exercise said option One Hundred Eighty (180) days prior to the termination of the base term.
COMMENCEMENT DATE: *(Article 5)*	The term of the Lease shall commence upon delivery of Premises by Landlord to Tenant substantially in the condition herein.
RENTAL COMMENCEMENT DATE: *(Article 5)*	Tenant's rent shall commence one hundred and twenty (120) days after Landlord has delivered the Premises to Tenant substantially in the condition herein. Tenant's NNNs shall commence after Tenant's third month of abated Rent.

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SECURITY DEPOSIT: *(Article 6)*	Equal to last month's rent payable upon Tenant's execution of the Lease document.

BROKERS:

LANDLORD: Rick Martinez – CBRE, Inc

TENANT: Cameron Freelove – Century 21 Commercial Real Estate

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STANDARD FORM SHOPPING CENTER LEASE

ARTICLE I
PARTIES

This lease, dated as of this _____, 2022, is made by and between Willow Glen Community LP (herein called "Landlord") and Doc Smith (herein called "Tenant").

ARTICLE 2
PREMISES

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space (herein called "Premises"), containing approximately ±1,169 square feet of floor area. The premises are situated within a building (the "Building") within a shopping center known as Strawberry Creek (the "Center"). The location, address and dimensions of the Building and the Premises are delineated on Exhibit A attached hereto and incorporated herein by reference. Said Premises and the Center are located at 8211 Cosumnes River Blvd, Suite 125 in the City of Sacramento, County of Sacramento, State of California. The Common Area is defined in Article 25.

This Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as material part of the consideration for this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

ARTICLE 3
USE

Tenant shall use the Premises for a Charter School and shall not use or permit the Premises to be used for any other purpose without prior written consent of the Landlord.

ARTICLE 4
MINIMUM RENT

4-1 Initial Minimum Rent. Tenant agrees to pay to Landlord as minimum rent ("Minimum Rent"), without notice or demand, the monthly sum of Two Thousand Four Hundred Fifty-Four Dollars and Ninety Cents ($2,454.90), in advance, on or before the first day of each and every successive calendar month during the term hereof, except that the first month's rent shall be paid upon the execution hereof. Rent for any period which is less than (1) month shall be a prorated portion of the monthly installments herein based upon a thirty (30) day month. Said rental shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.

4-2 Minimum Rent Adjustment. The amount of Minimum Monthly Rent as set forth in Section 4.1 above shall be increased on each anniversary of the first day of the first calendar month of the term of this Lease during the term of this Lease as outlined in the Fundamental Lease Provisions above.

ARTICLE 5
TERM

5-1 Commencement. The Lease term shall be thirty-nine (39) full calendar months, plus any partial month in which the rental commences. The parties hereto acknowledge that certain obligations under various articles hereof may commence prior to the Lease term, i.e., construction, hold harmless, liability insurance, etc.; and the parties agree to be bound by these articles prior to commencement of the Lease term. The lease term shall commence ("Commencement Date") (check appropriate box):

☐ ~~On the _____ day of _____, 20_____, if the Premises are being leased in its "as is" condition or subject to such incidental work as is to be performed by Landlord prior to said date. This work, if any, to be set forth in the attached Exhibit B or in its~~

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absence, the Addendum attached hereto and incorporated herein by reference and, in this latter event, the rental shall commence on said date only if Landlord shall have substantially completed this work.

☐ ~~_____ (_____) days after substantial completion of Landlord's Work in the Premises (as defined in Exhibit B to the Lease), or when Tenant opens for business, whichever occurs first. The date of such substantial completion is the date the Premises are substantially complete to the extent of Landlord's Work, except for such work that Landlord cannot complete until Tenant performs necessary portions of Tenant's Work (as defined in Exhibit "B") or the date Tenant initially opens for business in the Premises. Substantial completion of Landlord's Work shall be evidenced by notice to Tenant from Landlord's architect or designated representative that substantial completion has occurred; or~~

☒ Upon delivery of Premises by Landlord

5-2 Tenant's Work. Tenant's "Construction and Fixture Period" shall be one hundred twenty (120) and shall commence upon substantial completion by Landlord of the work to be performed by Landlord in accordance with Exhibit B. Tenant shall, during Tenant's Construction and Fixture Period, perform, at Tenant's own cost and expense, all of Tenant's Work set forth in Exhibit C, and shall equip the Premises with all trade fixtures and personal property suitable or appropriate to the regular and normal operation of the type of business in which Tenant is engaged, and Tenant shall open for business as soon as possible after substantial completion by Landlord of Landlord's work, and specified in Exhibit B. In any event, Tenant agrees to open for business not later than the end of Tenant's Construction and Fixture Period.

5-3 Performance of Landlord's Work. Except to the extent to which Tenant shall have given Landlord notice, not later than the end of the second full calendar month next beginning after the Commencement Date, of those matters which Landlord has not performed its obligations under Exhibit B, Tenant shall have no claim that Landlord has failed to perform any of Landlord's obligations under Exhibit B.

ARTICLE 6
SECURITY DEPOSIT

Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the sum of Two Thousand Six Hundred Six Dollars and Eighty-Seven Cents ($2,606.87) in addition to the first month's rent. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be requited to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following the expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, said deposit, or any part thereof not previously applied, may be turned over by Landlord to Landlord's grantee and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the deposit in accordance with the terms of this Article 6, and the return thereof in accordance herewith. The holder of a mortgage on property which includes the Premises shall never be responsible to Tenant for the return or application of any such deposit, whether or not such holder succeeds to the position of Landlord hereunder, unless such deposit shall have been received in hand by such holder.

ARTICLE 7
ADDITIONAL CHARGES

7-1 Adjustments

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(a) In addition to the Minimum Rent provided in Article 4 hereinabove, and commencing at the same time as any rental commences under this Lease, Tenant shall pay to Landlord the following items, herein called Adjustments:

(1) All real estate taxes and insurance premiums on the Premises, including land, building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises, including any taxes, which may be levied on rents. Said insurance shall include all insurance premiums required to be paid by Tenant pursuant to Article 8 hereinbelow. Said taxes and insurance premiums for purpose of this provision shall be reasonably apportioned in accordance with the total floor area of the Premises as it relates to the gross leasable floor area of the Center which is from time to time completed as the first day of each calendar quarter (provided, however, that if any other tenants in the Center pay taxes directly to any taxing authority or carry their own insurance, as may be provided in their lease, their square footage shall not be deemed a part of the floor area).

(2) That percent of the total cost of the following items as Tenant's total floor area bears to the gross leasable floor area of the Center which is from time to time completed as of the first day of each calendar quarter:

(i) All real estate taxes, including assessments, all insurance costs, and all costs to maintain, repair, and replace the "Common Area" of the Center, which includes building roof and exterior walls, parking lots, sidewalks, driveways and other areas used in common by the tenants of the Center, such costs including, but not limited to, landscaping, lighting, security and rubbish removal in connection with such areas.

(ii) All costs to supervise and administer said Common Area. Said costs shall include such fees as may be paid to a third party in connection with same and shall in any event include a fee to Landlord to supervise and administer same in an amount equal to ten (10%) percent to the total costs of Section 7-1(a) (2) (i) above.

(iii) Any parking, charges, utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use of occupancy of the Premises or the parking facilities serving the Premises.

(b) Upon the Commencement Date Landlord shall submit to Tenant a statement of the anticipated monthly Adjustments for the period between such commencement and the following January and Tenant shall pay these Adjustments on a monthly basis concurrently with the payment of the Rent. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By March 1 of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Center for the prior calendar year and Tenant's allocable share thereof, prorated from the Commencement Date. In the event the total of the monthly payments which Tenant has made for the prior calendar year be less than the Tenant's actual share of such Adjustments then Tenant shall pay the difference in a lump sum within ten (10) days after receipt of such statement from Landlord and shall concurrently pay the differences in monthly payments made in the next calendar year and the amount of monthly payments which are then calculated as monthly Adjustments based on the prior year's experience. Any overpayment by Tenant shall be credited towards the monthly Adjustments next coming due. The actual Adjustments for the prior year shall be used for purposes of calculating the anticipated monthly Adjustments for the then current year with actual determination of such Adjustments after each calendar year as above provided; excepting that in any year in which resurfacing of the parking area of the Center is contemplated, Landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly Adjustments. Even though the term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of said Adjustments for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Adjustments previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. Failure of Landlord to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirements to pay sums as herein provided.

ARTICLE 8
INSURANCE AND INDEMNITY

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8-1. Insuring Party. As used in this Article 8, the term "insuring party" shall mean the party who has the obligation to obtain the insurance required hereunder. The insuring party shall be designated in each Section of this Article 8. Whether the insuring party is Landlord or Tenant, Tenant shall, as additional rent for the Premises, pay the cost of all insurance so obtained.

8-2. Liability Insurance. Landlord shall, at Tenant's expense obtain and keep in force during the term of this Lease, as the insuring party under this Section 8-2, a policy of Combined Single Limit, Bodily Injury, and Property Damage Insurance insuring Landlord against any liability arising out of the ownership, use, occupancy or maintenance of the premises and the Center, and all areas appurtenant thereto. Such insurance shall be a combined single limit policy in an amount not less than **TWO MILLION DOLLARS ($2,000,000.00)**

In addition, Tenant shall procure Comprehensive General Liability Insurance with respect to the premises and the operations of, on or behalf of Tenant in, on or about the premises, including but not limited to: personal injury, product liability (if applicable), blanket contractual, owner's protective, broad form property damage liability coverage, host liquor liability and owned and non-owned automobile liability in an amount not less than **TWO MILLION AND NO/100 ($2,000,000.00) DOLLARS** combined single limit. Such policy shall contain: (I) severability of interest; (ii) cross liability; and (iii) an endorsement stating "such insurance as is afforded by this policy for the benefit of the Landlord shall be primary pertaining to any liability or claims arising out of the occupancy of the Premises by Tenant, or out of Tenant's operations, and any insurance carried by Landlord shall be excess and noncontributory."

8-3. Property Insurance

(a) Landlord, as insuring party under this Section 8-3, shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises, in the amount of ninety percent (90%) of the replacement value thereof, as the same may exist from time to time against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk) and sprinkler leakage. Said insurance shall provide for payment of loss thereunder to Landlord or to the holders of mortgages or deeds of trust on the Premises. Landlord shall, in addition, obtain and keep in force during the term of this Lease a policy of rental income insurance covering a period of one (1) year, with loss payable to Landlord, which insurance shall also cover all real estate taxes and insurance costs for said period.

(b) Tenant shall pay for any increase in the property insurance of other building or buildings in the Center if said increase is caused by Tenant's acts, omissions, use or occupancy of the Premises. It is provided, however, that Tenant shall not be required to pay for any such increases in insurance costs of adjacent properties unless such increased insurance cost was the result of unusual features of Tenant's occupancy of the Premises or of Tenant's unusual acts or omissions, the intent of the parties being to require Tenant to be financially responsible to the extent of such cost increases for creating situations of unusual hazard on the Premises not reasonably contemplated by the use to which the Premises shall be put pursuant to Article 3 above.

(c) Landlord will not insure Tenant's fixtures, equipment or Tenant improvements unless the Tenant improvements have become a part of the Premises under Article II hereof. Tenant shall have such responsibility in accordance with Section 8-7 hereinbelow.

(d) Not more frequently than once each year, if, in the opinion of Landlord, the amount of property insurance required hereunder is not adequate, Landlord shall increase said insurance coverage as determined by Landlord. However, such increase may be more frequent than each year if required by the insurance carrier in order to maintain insurance for the full replacement value of the Premises.

8-4. Insurance Policies. Insurance required hereunder shall be in companies holding a "General Policyholder Rating" of A or better as set forth in the most current issue of "Best's Insurance Guide". The insuring party shall deliver to the other party copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to landlord. No such policy shall be cancellable or subject to reduction of coverage of other modification except after ten (10) days prior written notice to Landlord. If Tenant is the insuring party, Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything, which shall invalidate the insurance policies referred to in Section 8-3. If Tenant does or permits to be done anything, which shall increase the cost of the insurance policies referred to in Section 8-3, then Tenant shall forthwith upon Landlord's

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demand reimburse Landlord for any additional premiums attributable to any act or omission or operation of Tenant causing such increase in the cost of insurance. If Landlord is the insuring party and if the insurance policies maintained hereunder cover other improvements in addition to the Premises, Landlord shall deliver to Tenant a written statement setting forth the amount of any such insurance cost increase and showing in reasonable detail the manner in which it has been computed.

8-5. Waiver of Subrogation. Tenant and Landlord each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damages. The insuring party shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease. Notwithstanding, the waiver of subrogation would not be effective if its inclusion would cancel an insurance policy of any party.

8-6. Indemnity. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

8-7. Exemption of Landlord from Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or from damage to the improvements, trade fixtures, contents, goods, wares, merchandise or other property of Tenant ("Tenant's Contents"), Tenant's employees, invitees, customers, or any other person in or about the Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located. Tenant shall maintain the following insurance coverage with respect to the insurable losses contemplated by this Section 8-7 during the term of this Lease insuring Landlord, Tenant and any lender of record encumbering the Premises, with full waiver of subrogation:

(a) against fire, extended coverage and vandalism and malicious mischief perils, including coverage for Tenant's Contents, in an amount of not less than ninety percent (90%) of the full replacement cost thereof.

(b) broad form boiler and machinery insurance on a blanket repair and replacement basis with limits per accident not less than the replacement cost of all leasehold improvements and of all boilers, pressure vessels, air conditioning equipment, miscellaneous electrical apparatus and all other insurable objects owned or operated by Tenant or by others (other than Landlord) on behalf of Tenant in the Premises or relating or serving the Premises;

(c) business interruption insurance in such amount as will reimburse Tenant for direct or indirect loss of earnings attributable to all such perils insured against in Section 8-7(a) and 8-7(b) above; and

(d) workmen's compensation insurance covering all Tenant's employees working in the Premises.

8-8. Additional Insurance. Notwithstanding any provisions to the contrary contained in this Lease, the insuring party shall also provide insurance against damage by such other perils as any mortgage lending institution holding a mortgage on the Premises may from time to time require against damage by such other perils as mortgage lending institutions generally may from time to time require in cases of similar properties and in such amounts.

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8-9. Blanket Policy. If at any time during the term of this Lease the insuring party shall have in full force and effect a blanket policy of general liability insurance and/or property insurance with the same coverage for the Premises or for Tenant's property as applicable all as described above, as well as coverage of other premises and properties of the insuring party or in which the insuring party has some interest, such blanket insurance shall satisfy the requirement hereof.

ARTICLE 9
USES PROHIBITED

Tenant shall not do nor permit anything to be done in or about the Premises, nor bring or keep anything therein which is not within the permitted use of the Premises, which will in any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, nor cause a cancellation of any insurance policy covering said Building or the Center or any part thereof or any of its contents. Tenant shall not do nor permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or the Center or injure or annoy them nor use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit nor allow to be committed any waste in or upon the Premises.

ARTICLE 10
COMPLIANCE WITH LAW

Tenant shall not use the premises, nor permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or the similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgement of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant. As of the date of this Lease, neither the Premises not the Commercial Center has been inspected by a Certified Access Specialist (as defined in California Civil Code Section 55.52).

ARTICLE 11
ALTERATIONS AND ADDITIONS

Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof excepting non-structural interior alterations not exceeding Five Thousand Dollars ($5,000) in cost without first obtaining the written consent of Landlord, and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Notwithstanding anything to the contrary herein, no installation, alterations, additions or improvements to of any electrical system or outlet to or of the Premises, or any part thereof, shall be made, or allowed to be made by Tenant without first obtaining the written consent of Landlord. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, give at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant designated by Landlord to be removed, including trade fixtures, movable furniture and inventory, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

ARTICLE 12
REPAIRS

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12-1. Tenant's Repairs. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including, without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, heating and air conditioning system, (when there is an air conditioning system, Tenant shall obtain a service contract for repairs and maintenance of said system, said maintenance contract to conform to the requirements under the warranty, if any, on said system), plumbing, pipes, electrical wiring and conduits. Tenant shall, upon the expiration or sooner termination of the term of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

12-2. Landlord's Repairs. Notwithstanding the provisions of Section 12-1 hereinabove, Landlord shall, subject to Tenant's reimbursement as provided in Section 7-1(a)(2)(i), repair and maintain the structural portions of the Building, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, status or ordinance now or hereafter in effect.

ARTICLE 13
LIENS

Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one half (1 1/2) times the estimated cost of improvements, additions, alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work.

ARTICLE 14
ASSIGNMENT AND SUBLETTING

Tenant shall not voluntarily, or by operation of law, assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, said consent shall not be unreasonably withheld. Any attempt to assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of this Lease. Regardless of Landlord's consent, no subletting or assignment shall release Tenant from Tenant's obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting. In the event that Landlord shall consent to a sublease or assignment under the provisions of this Article 14, Tenant shall pay Landlord's reasonable attorney's fees **not to exceed $100** incurred in connection with giving such consent. Prior to such approval by Landlord of a subletting or assignment, Tenant shall provide Landlord with information covering the proposed assignee's or subtenant's financial responsibility. Further, if for any proposed assignment or sublease Tenant receives rent or other consideration either initially or over the term of the assignment of sublease, in excess of the rent called for hereunder, or in case of the sublease of a portion of the Premises in excess of such rent fairly allocable to such portion, after appropriate adjustments to assure that all other payments called for hereunder are taken into account, Tenant shall pay to Landlord as additional rent hereunder all of the excess of such payment of rent or other consideration received by Tenant promptly after its receipt.

ARTICLE 15
UTILITIES



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Tenant shall pay for all water, gas, heat, light, power and sewer charges, telephone service and all other service and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises.

ARTICLE 16
PERSONAL PROPERTY TAXES

Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after deliver to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

ARTICLE 17
RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the rules and regulations affecting the Center that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants of the Center.

ARTICLE 18
HOLDING OVER

If Tenant shall remain in possession of the Premises after the expiration of the term of this Lease, or in the absence of any other written agreement to the contrary, Tenant will be deemed to be occupying the Premises as a tenant-at-sufferance subject to all the covenants and obligations of this Lease and at a daily rental of twice the per diem Minimum Rent provide hereunder, computed on the bases of a thirty (30) day month, and Tenant will vacate the Premises and deliver the same to Landlord upon Tenant's receipt of notice from Landlord to vacate the Premises. If any Property not belonging to Landlord remains at the Premises after the expiration of the term of this Lease, Tenant hereby authorizes Landlord to make such disposition of such property as Landlord may desire without liability for compensation or damages to Tenant. In the event that such property belongs to someone other than Tenant, Tenant agrees to indemnify and hold Landlord harmless from all suits, actions, liabilities, losses, damages and expense in connection with or incident to any removal, exercise of dominion over and/or disposition of such property by Landlord.

ARTICLE 19
ENTRY BY LANDLORD

Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any means, or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

ARTICLE 20
TENANT'S DEFAULT

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20-1. Events of Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) Failure to pay Minimum Rent, additional rent or any other monetary obligation which Tenant is required to pay under this lease when due.

(b) Abandonment or vacation of the Premises or any substantial portion thereof (failure to occupy and operate the Premises for ten (10) consecutive days shall be deemed an abandonment and vacation.)

(c) Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant. If the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

20-2. Notices of Default. Notices given under this Article 20 shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in the notice.

ARTICLE 21
LANDLORD'S REMEDIES

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

21.1. Tenant's Right to Possession Not Terminated. Landlord can continue this Lease in full force and effect, and the Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commission, expense of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this Section 21-1 shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this Lease, but Tenant shall not be released from liability.

21.2. Termination of Tenant's Right to Possession. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:

(a) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

(b) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

(c) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

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(d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth, at the time of the award," as used in Section 21-2(a) and 21-2(b), is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth, at the time of the award," as referred to in Section 21-2(c), is to be computed by discounting the amount of the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

21.3. Appointment of Receiver. If Tenant is in default of this Lease, Landlord shall have the right to have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

21.4. Landlord's Right to Cure Tenant's Default. Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by the Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

ARTICLE 22
DEFAULT BY LANDLORD

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant remedies shall be limited to damages and/or injunction.

ARTICLE 23
RECONSTRUCTION

In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent. In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Minimum Rent to be proportionately reduced as provided hereinabove in this Article 23; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to the date of such termination. Notwithstanding anything to the contrary contained in this Article 23, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered in this Article 23 occurs during the last twenty-four (24) months of the term of this Lease or any extension thereof. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

ARTICLE 24

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EMINENT DOMAIN

If more than twenty five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If less than twenty five percent (25%) of the Premises are taken, or if more than twenty five percent (25%) is taken and neither party elects to terminate as herein provided, the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

ARTICLE 25
PARKING AND OTHER COMMON AREA

All areas within the exterior boundaries of the Center which are not now or hereafter held for lease or occupation by Landlord or used by other persons entitled to occupy floor space in the Center shall be deemed Common Areas. Landlord may make changes at any time and from time to time in the size, shape, location, and extent of the Common Area, and no such change shall entitle Tenant to any abatement of Rent. Landlord covenants that except as otherwise provided hereinbelow, an area approximately equal to the Common Area which includes automobile parking, shall be at all times available for the non-exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such Common Area shall not constitute a violation on this covenant; provided further, however, that Landlord reserves the right to change the entrances, exits, traffic lanes, and the boundaries and locations of such Common Area including automobile parking and to construct buildings and other improvements thereon if in the sole good faith judgment of Landlord such construction shall be for the overall benefit of the Center and will not substantially interfere with ingress and egress from the Premises or the flow of vehicular traffic in the Center.

25.1. Maintenance. Landlord shall keep said Common Area, including automobile parking, in a neat, clean and orderly condition and shall repair any damage to the facilities thereof, but all expenses in connection with said Common Area including automobile parking shall be charged and prorated in the manner as set forth in Section 7-2(a).

25.2. Common Rights. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and subtenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and subtenants, to use said Common Area during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

25.3. Rules and Regulations. Tenant, in the use of said Common Area, agrees to comply with such reasonable rules, regulations and charges for parking as Landlord may adopt from time to time for orderly and proper operation of said Common Area. Such rules may include but shall not be limited to the following: (1) the Restricting of employee parking to a limited, designated area or areas; and (2) The regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

25.4. Special Assessments. Tenant will be subject to any Special Assessment which may be levied in the sole discretion of Landlord from time to time with respect to particular or extraordinary costs or expenses which have been incurred by Landlord and/or the Center in respect of materials or services furnished at the request, with the consent of or otherwise required by any special use of the Common Area by Tenant as opposed to uses otherwise generally enjoyed by all tenants of the Center. Such Special Assessment shall be considered as additional rental under this Lease which shall be due and payable to Landlord upon demand.

ARTICLE 26
SIGNS

Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of Landlord as to type, size, color, location, copy nature and display

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qualities. Landlord shall not withhold such written approval of such signage material so long as it conforms with the Signage Criteria attached hereto as Exhibit D and incorporated herein by this reference. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with a design to be prepared by Tenant and approved in writing by Landlord.

ARTICLE 27
DISPLAYS

Tenant may not display or sell merchandise or allow grocery carts or other similar devises within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devises or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

ARTICLE 28
AUCTIONS

Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

ARTICLE 29
HOURS OF BUSINESS

Subject to the provisions of Article 23 hereof, Tenant shall continuously during the entire term hereof conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the county in which the Premises are located to be open for business; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

ARTICLE 30
LANDLORD'S LIABILITY

Tenant specifically agrees to look solely to Landlord's then equity interest in that part of the Center at the time owned, or in which Landlord holds an interest as ground lessee, for recovery of any judgment from Landlord, it being specifically agreed that neither Landlord, nor any successor holder of Landlord's interest hereunder, nor any beneficiary of any trust of which any person from time to time holding Landlord's interest is trustee, shall ever be personally liable for any such judgment, or for a the payment of any monetary obligation to Tenant. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord, or any successor holder of Landlord's interest hereunder, or any beneficiary of any trust of which any person from time to time holding Landlord's interest is trustee, to respond in monetary damages from Landlord's assets other than Landlord's equity interest aforesaid in the Center. In no event shall Landlord ever be liable to Tenant for any indirect or consequential damages by reason of Landlord's breach or default of the terms of this Lease.

ARTICLE 31
ASSIGNMENT OF RENTS

31.1. Assumption. With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or ground lease on property, which includes the Premises, Tenant agrees as follows:

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(a) That the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, or the ground lessor, shall never be treated as an assumption by such holder or ground lessor of any of the obligations of Landlord hereunder, unless such holder, or ground lessor, shall, by notice sent to Tenant, specifically otherwise elect; and

(b) That, except as aforesaid, such holder or ground lessor shall be treated as having assumed Landlord's obligations hereunder only upon foreclose of such holder's mortgage and the taking of possession of the Premises, or, in the case of a ground lessor, the assumption of Landlord's position hereunder by such ground lessor.

31.3. Leaseback. Where a party acquires Landlord's interest in property (whether land only, or land and buildings) which includes the Premises, and simultaneously leases the same back, such acquisition shall not be treated as an assumption of Landlord's position hereunder, and this Lease shall thereafter be subject and subordinate at all times to such lease.

ARTICLE 32
FINANCIAL STATEMENTS

At any time during the term of this Lease, Tenant shall, upon ten (10) days prior written notice from Landlord, provide any institutional lender which is negotiating with Landlord for interim, construction or permanent financing during the term of this Lease, with a confidential current financial statement and financial statements for each of the two (2) years prior to the then current fiscal statement year. Such statements shall be sent directly to such institutional lender and not through Lessor. Such current statement shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

ARTICLE 33
HAZARDOUS MATERIALS

Tenant agrees that any and all handling, transportation, storage, treatment, disposal, or use of hazardous materials by Tenant in or about the premises shall strictly comply with all applicable Environmental Laws. Tenant will not use or allow the use of the premises in a manner that may cause hazardous materials to be released or to become present on, under, or about the premises or other properties in the vicinity of the premises. If the presence of hazardous materials on the premises caused or permitted by Tenant results in the contamination or deterioration of the premises or any water or soil beneath the premises, Tenant shall promptly take all action necessary to investigate and remedy that contamination. However, unless an emergency situation exists that requires immediate action, Landlord's written approval of these actions will first be obtained, and the approval will not be unreasonably withheld.

Tenant will indemnify, protect, defend, and hold harmless Landlord and Landlord's partners, directors, officers, employees, shareholders, lenders, agents, contractors, and each of their respective successors and assigns (individually and collectively) from all claims, judgments, causes of action, damages, penalties, fines, taxes, costs, liabilities, loses, and expense arising (directly or indirectly) as a result of or in connection with Tenant's breach of any prohibition or provisions of this Lease, or the presence of any hazardous materials that migrate from the premises to other properties, as a result (directly or indirectly) of Tenant's activities, or failure to act where Tenant had a duty to act, on or in connection with the premises.

This obligation by Tenant to indemnify, protect, defend and hold harmless Landlord includes, without limitation, costs and expenses incurred for or in connection with any investigation, clean up, remediation, monitoring, removal, restoration, or closure work required because of any hazardous materials present on, under or about the premises; the costs and expenses or restoring, replacing, or acquiring the equivalent of damaged natural resources if required under any Environmental Law; all foreseeable consequential damages; all reasonable damages for the loss or restriction on use of rentable or usable space of any amenity of the premises; all reasonable sums paid in settlement of claims; reasonable attorney's fees; litigation, arbitration, and administrative proceeding costs; and reasonable expert, consultant, and laboratory fees. Neither the written consent of Landlord to the presence of hazardous materials on or under the premises, nor the strict compliance by Tenant of all Environmental Laws, will excuse Tenant from the indemnification obligation. This indemnity will survive the expiration or termination of this Lease.

As used in this paragraph the term "hazardous materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism, or combination that is or may be hazardous to human health or to the safety of the environment due to

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its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms, or combinations that are now or become in the future listed, defined, or regulated in any manner by any Environmental Law based upon, directly or indirectly, their properties or effects.

ARTICLE 34
MISCELLANEOUS

34.1. Plats and Riders. Clauses, plats, riders, and addendums, if any, affixed to this Lease are a part hereof.

34.2. Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any proceeding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

34.3. Joint Obligation. If there be more than one Tenant the obligations hereunder imposed shall be joint and several.

34.4. Marginal Headings. The marginal headings and titles to the Sections and Articles of this Lease are not part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

34.5. Time. Time is of the essence of this Lease and of the performances of each and all of its provisions in which performance is a factor.

34.6. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

34.7. Recordation. Neither Landlord nor Tenant shall record this Lease, but short from memorandum hereof may be recorded at the request of Landlord.

34.8. Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

34.9. Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to **6% of rental amount then due, NNN fees,** plus any attorney's fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Tenant hereby agrees that if Tenant is subject to a late charge for two (2) consecutive months, Minimum Rent for the following twelve (12) months shall automatically be adjusted to be quarterly rental, payable in advance, commencing upon the first day of the month following such consecutive late month and continuing for the next twelve (12) months on a quarterly basis in advance.

34.10. Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any propose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or

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their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

34.11. Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

34.12. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

34.13. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

34.14. Choice of Law. This Lease shall be governed by the laws of the State of California.

34.15. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

34.16. Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

34.17. Subordination and Attornment. Upon request of the Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease. The provisions of this Section 34.17 to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.

34.18. Notices. All notices and demands which may or are to be required or permitted to be given by either party on the other shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by certified mail, return receipt requested, postage prepaid, or delivered in person addressed to the Tenant at the Premises, at the address hereinbelow, or to such other place as Tenant may from time to time designate in a notice to Landlord. All notices and demands by the Tenant to the Landlord shall be sent by certified mail, return receipt requested, postage prepaid, or delivered in person addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

To Landlord at:	Willow Glen Community LP Hilbers Inc 770 N Walton Ave, Suite 100 Yuba City, CA 95993	With copy to:	
To Tenant at:	1333 Grand Ave Sacramento, CA 95838	With copy to:	Premises

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34.19. Tenant's Statement. Tenant shall at any time and from time to time, upon not less than five (5) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing as follows:

(a) Certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any and

(b) Acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and

(c) Setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrances of all or any portion of the real property of which the Premises are a part.

34.20. Authority of Tenant. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation.

34.21. Exhibits. The following Exhibits are attached to this Lease after the signatures and are incorporated herein by reference:

Exhibit A - Location and Dimensions of Premises
Exhibit B - Landlord's Work
Exhibit C - Tenant's Work
Exhibit D - Sign Criteria
Exhibit E – Guaranty

34.22. Disclosures. Also enclosed are the Sale/Lease Disclosure form and Natural Hazard Disclosure, which, as the real estate broker of record for this transaction, CBRE, Inc. has an obligation to include in order to inform the parties in any transaction regarding Special Studies and Flood Zones; Hazardous Substances; Broker Investigations, and Compliance with Laws Notice. The Broker Relationship Disclosure and Representation Confirmation have been included per the State of California. We encourage you to read them carefully and to contact your attorney if you need additional clarification. Please execute and return these disclosures along with this executed Lease if you have not done so previously.

LANDLORD and **TENANT** have signed this Lease on the dates set forth below:

Date: 8/10/2022	Date: 8/10/2022
Landlord: **Willow Glen Community LP**	Tenant: **Doc Smith**
A	An **Individual**
By: DocuSigned by: kurt Hilbers C5AA25A447F842B...	By: DocuSigned by: Murdock Smith Doc Smith
Title: **Owner**	Title: **Executive Director**
Address: **770 N Walton Ave, Suite 100, Yuba City, CA 95993**	Address: **1333 Grand Ave, Sacramento, CA 95838**
Phone: 530-673-2947	Phone: **916-844-2283**
Email: **kurt@hilbersinc.com**	Email: **Murdock.smith@hccts.org**

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CONSULT YOUR ADVISORS - This document (including its exhibits and addenda, if any) has been prepared for review and approval by your attorney. Broker makes no representation or recommendation as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. Consult your attorney and tax accountant.

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EXHIBIT A

DESCRIPTION OF PREMISES

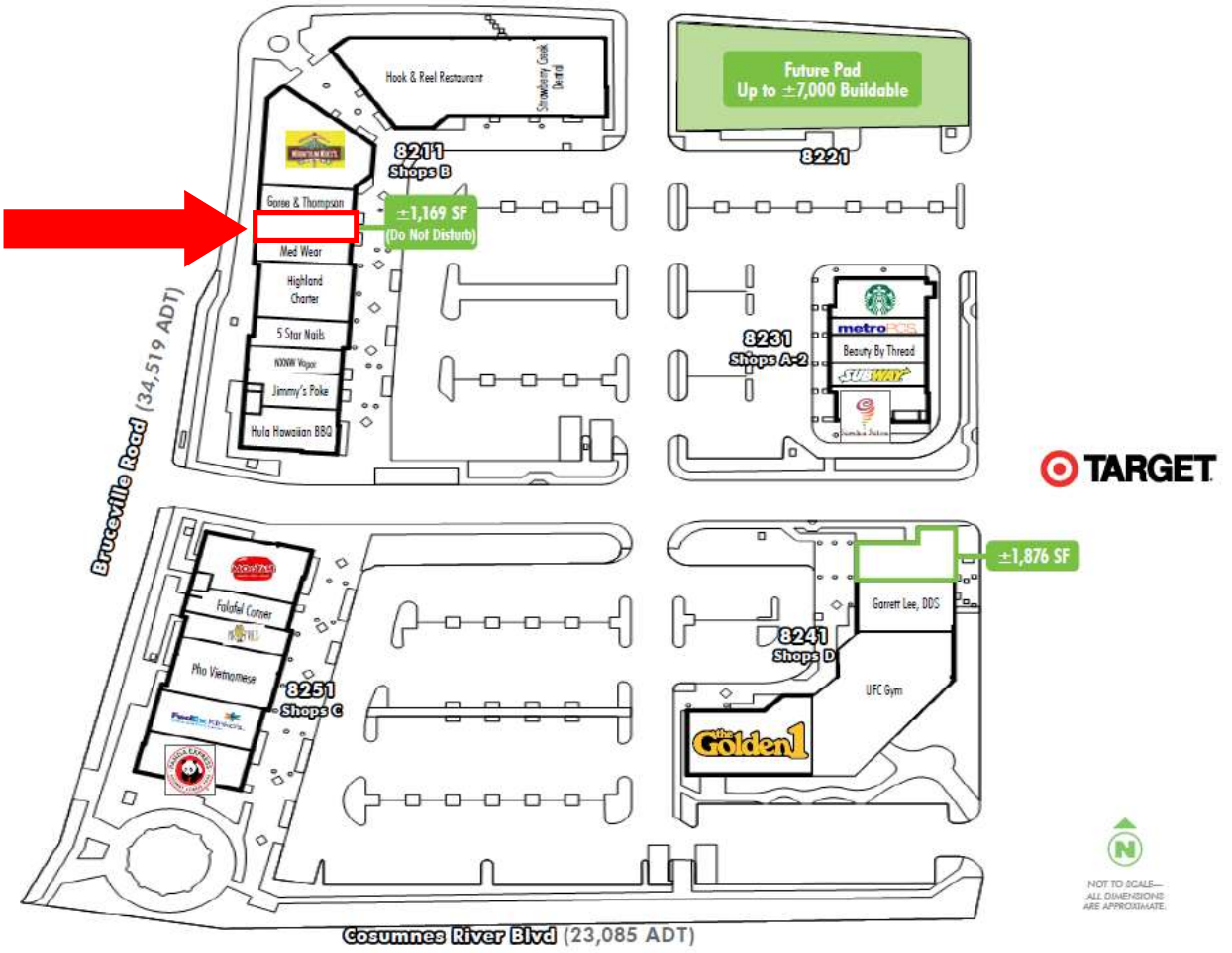

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EXHIBIT B

LANDLORD'S WORK

Landlord shall deliver the Premises to Tenant in an "As Is" with the exception that the Landlord warrants that the HVAC, electrical, roof and plumbing be in good working order and condition upon Tenant's possession. Landlord to insure the HVAC system for Twelve (12) months from the date of lease commencement. After Twelve (12) months Tenant shall be responsible and agrees to have a mutually agreed upon maintenance schedule in place during their lease term. Tenant's responsibility for HVAC replacement, repairs, and maintenance shall be limited to $1,000.00 dollars annually. Any replacement, repairs, or maintenance over $1,000.00 annually shall be at the sole cost of Landlord.

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EXHIBIT C

TENANT'S WORK

No alterations, installations, additions, or improvements will be made to the Premises by Tenant without Landlord's prior written approval. Tenant shall defend, indemnify, and save Landlord harmless from and against all claims for injury, loss or damage to person or property caused by or resulting from doing any work. Any and all work shall be done in accordance with the local building codes.*

*Tenant shall be responsible for providing any permits, if required by the County, that may be required for Tenant's improvements. All work shall be done to code if required.

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EXHIBIT D

SIGN CRITERIA

Tenant shall be allowed one (1) exterior building sign which shall be pre-approved by Landlord and in accordance with the Shopping Center sign criteria and the city of Sacramento Building Department.

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CBRE

Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are a Listing Agent - you must deliver the form to the seller/lessor before entering into the listing agreement. If the buyer/lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the buyer/lessee.

If you are the Buyer's Agent - you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer. In addition, you must also deliver the form to the seller/lessor before or concurrently with presenting an offer.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.
To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.
To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

CBRE, INC.
Agent

Associate Licensee Signature **(Date)**

Josh Schmidt | Rick Martinez
Associate Licensee Printed Name

Buyer/Lessee Signature **(Date)**

Buyer/Lessee Printed Name

Seller/Lessor Signature **(Date)**

Kurt Hilbers
Seller/Lessor Printed Name

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2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.

(b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.

(c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.

(d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.

(e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.

(f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.

(g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.

(h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.

(i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.

(j) "Real property" means any estate specified by subdivision (1)or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.

(k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.

(l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.

(m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.

(n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.

(o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

(a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.

(b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision.

(c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.

(d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17.

(a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.

(b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY – DO NOT FILL OUT
_____ is the Listing agent of (check one): ( ) the seller exclusively; or ( ) both the buyer and seller.
_____ is the Selling agent, *if not the same as the Listing Agent*, of (check one): ( ) the buyer exclusively; or ( ) the seller exclusively; or ( ) both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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SALE/LEASE DISCLOSURES

CBRE

Property: Strawberry Creek Shopping Center – 8101 -8251 Cosumnes River Blvd, Sacramento, CA 95823

California Natural Hazard Disclosures. California law requires the transferor and/or the transferor's agent, as soon as practicable before the transfer/sale of real property, to disclose to any prospective transferee the fact that the property is located in the following: (1) A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency; (2) AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to §8589.5 of the Government Code; (3) A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to §51178 or §51179 of the Government Code, which will subject the owner of such property to the maintenance requirements of §51182 of the Government Code; (4) A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to §4125 of the Public Resources Code, which will subject the owner of such property to the maintenance requirements of §4291 of the Public Resources Code; (5) AN EARTHQUAKE FAULT ZONE pursuant to §2622 of the Public Resources Code, and (6) A SEISMIC HAZARD ZONE pursuant to §2696 of the Public Resources Code. The transferor shall provide any prospective transferee with a Natural Hazard Disclosure Statement for the Property in a form sufficient to satisfy California law.

Flood Zones. Many lenders require flood insurance for properties located in flood zones, and government authorities may regulate development and construction in flood zones. Whether or not located in a flood zone, properties can be subject to flooding and moisture problems, especially properties on a slope or in low-lying areas. Buyers/tenants should have their experts confirm whether the Property is in a flood zone and otherwise investigate and evaluate these matters.

Earthquakes. Whether or not located in a designated earthquake fault or seismic hazard zone, all properties in California are subject to earthquake risks and may be subject to state and local earthquake-related requirements, including retrofit requirements. Among other items, water heaters must be braced, anchored or strapped to resist falling or horizontal displacement, and in sales transactions sellers must execute a written certification that water heaters are so braced, anchored or strapped (California Health and Safety Code §19211). Buyers/tenants should have their experts confirm and otherwise investigate and evaluate these matters. More information may be found in the California Commercial Property Owner's Guide to Earthquake Safety, available at www.seismic.ca.gov.

Fires. Properties, whether or not located in a designated fire hazard zone, are subject to fire/life safety risks and may be subject to state and local fire/life safety-related requirements, including retrofit requirements. Have your experts investigate and evaluate these matters.

Hazardous Materials and Underground Storage Tanks. Due to prior or current uses of the Property or in the areas or the construction materials used, the Property may have hazardous or undesirable metals (including but not limited to lead-based paint), minerals (including but not limited to asbestos), chemicals, hydrocarbons, petroleum-related compounds, or biological or radioactive/emissive items (including but not limited to electrical and magnetic fields) in soils, water, building components, above or below-ground tanks/containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Asbestos has been used in items such as fireproofing, heating/cooling systems, insulation, spray-on and tile acoustical materials, floor tiles and coverings, roofing, drywall and plaster. If the Property was built before 1978 and has a residential unit, sellers/landlords must disclose all reports, surveys and other information known to them regarding lead-based paint to buyers/tenants and allow for inspections (42 United States Code §4851 et seq.). Sellers/landlords are required to advise buyers/tenants if they have any reasonable cause to believe that any hazardous substance has come to be located on or beneath the Property (California Health and Safety Code §25359.7), and sellers/landlords must disclose reports and surveys regarding asbestos to certain persons, including their employees, contractors, buyers and tenants (California Health and Safety Code §25915 et seq.); buyers/tenants have similar obligations. If sellers/landlords know of the presence of mold that exceeds permissible exposure limits or poses a health threat, they are required to disclose that information in writing (California Health and Safety Code §26140). For residential properties, all contracts for sale must include certain mandated disclosures regarding gas and hazardous waste pipelines (California Civil Code §2079.10.5). Have your experts investigate and evaluate these matters.

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Americans with Disabilities Act (ADA). The Americans With Disabilities Act (42 United States Code §12101 et seq.) and other federal, state and local requirements may require changes to the Property. All commercial property owners and/or lessors are required to state on every lease form or rental agreement whether the property has undergone inspection by a Certified Access Specialist (CASp), and, if so, whether the property has or has not been determined to meet all applicable construction-related accessibility standards (California Civil Code §1938). Have your experts investigate and evaluate these matters.

Taxes. Sales, leases and other real estate transactions can have federal, state and local tax consequences. In sales transactions, Internal Revenue Code §1445 requires buyers to withhold and pay to the IRS 15% of the gross sales price within 20 days of the date of a sale unless the buyers can establish that the sellers are not foreigners, generally by having the sellers sign a Non-Foreign Seller Affidavit. Depending on the structure of the transaction, the tax withholding liability can exceed the net cash proceeds to be paid to the sellers at closing. California imposes an additional withholding requirement equal to 3 1/3% of the gross sales price not only on foreign sellers but also out-of-state sellers and sellers leaving the state if the sales price exceeds $100,000. Withholding generally is required if the last known address of a seller is outside California, if the proceeds are disbursed outside of California, or if a financial intermediary is used. Have your experts investigate and evaluate these matters.

Seller/Landlord Disclosure of Material Facts, Delivery of Reports, and Compliance with Laws. Sellers/landlords are hereby requested to disclose directly to buyers/tenants all facts known to sellers/landlords that materially affect the value or desirability of the Property and are not readily observable nor known to the buyer/tenant, including, but not limited to, facts regarding hazardous materials, zoning, construction, design, engineering, soils, title, survey, fire/life safety, and other matters, and to provide buyers/tenants with copies of all reports in the possession of or accessible to sellers/landlords regarding the Property. In California, if a pest control report is a condition of the purchase contract, then buyers/tenants are entitled to receive a copy of the report and any certification and notice of work completed (California Civil Code §1099). Sellers/landlords and buyers/tenants must comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

Property Inspections and Evaluations. Buyers/tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements, the availability of all utilities, applicable zoning, and entitlements for the intended use. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur, and do not represent the current or future performance of the property. Real estate brokers are not experts concerning, nor can they determine if any expert is qualified to provide advice on, legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials, or other such matters. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. This form is not intended to substitute for any disclosures the law requires that the parties make to each other. These are questions for your attorney and financial advisors.

DS kH

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First American
Natural Hazard Disclosures™

FANHD Commercial Property Disclosure Reports

The Natural Hazard Disclosure Abstract For SACRAMENTO County

Property Address: 8211 BRUCEVILLE RD
SACRAMENTO, SACRAMENTO COUNTY, CA 95823
("Property")

APN: 117-1550-004-0000
Report Date: 01/06/2022
Report Number: 2977058

Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the Property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

The following are representations made by the transferor and his or her agent(s) or a third-party consultant based on their knowledge and maps drawn by the state and federal government. This information is a disclosure and is not intended to be part of any contract between the transferee and the transferor. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency
Yes___ No X Do not know and information not available from local jurisdiction ___

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes X No___ Do not know and information not available from local jurisdiction___

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes___ No X

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
Yes___ No X

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
Yes___ No X

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.
Yes (Landslide Zone)___ Yes (Liquefaction Zone)___

No___ Map not yet released by state X

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED, ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Kurt Hilbers Signature of Transferor(s)	1/11/2022 Date	Signature of Transferor(s)	Date
Signature of Agent	Date	Signature of Agent	Date

☐ Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

☒ Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS FANHD DIVISION.
Date 06 January 2022

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.

Doc Smith Signature of Transferee(s)	6/16/2022 Date	Signature of Transferee(s)	Date

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First American
Natural Hazard Disclosures™

FANHD Commercial Property Disclosure Reports

Terms and Conditions

Property Address: 8211 BRUCEVILLE RD
SACRAMENTO, SACRAMENTO COUNTY, CA 95823
("Property")

APN: 117-1550-004-0000
Report Date: 01/06/2022
Report Number: 2977058

TERMS and CONDITIONS

ACCEPTANCE OR USE OF THIS REPORT CONSTITUTES APPROVAL AND ACCEPTANCE OF THE TERMS, CONDITIONS, AND LIMITATIONS STATED HEREIN.

This Report is made for the real property specifically described in the Report (the "Property") and solely for the transaction for which it was originally purchased ("Transaction").

1) **No Third Party Reliance on This Report.** Only the transferor(s) and transferee(s), and their agents/brokers, if any, involved in the Transaction (collectively, the "Recipients") may use and rely on this Report and only after they have paid in full for the Report.

2) **Seller and Seller's Agent's Responsibility of Full Disclosure.** Recipients are obligated to make disclosures, and always disclose material facts, that are within their actual knowledge.

3) **Scope of Report.** This Report is limited to determining whether the Property is in those specified natural hazard zones as defined in the Report. The Report is not a geologic report or a land survey and no site inspection has been made in producing the Report. **This Report is not an insurance policy.**

4) **Changes to Government Record after Report Date.** This Report is issued as of the Report Date identified in the Report. FANHD shall have no obligation to advise any Recipient of any information learned or obtained after the Report Date even if such information would modify or otherwise affect the Report. Subsequent to FANHD acquisition of Government Records, changes may be made to said Government Records and FANHD is not responsible for advising the Recipients of any changes. FANHD will update this Report upon request and at no charge during the transaction process for which this Report was issued, but not to exceed one year from the date of the Report. Likewise, FANHD is not liable for any impact on the Property that any change to the Government Records may have.

5) **Government Record Sources.**FANHD relies upon the Government Records without conducting an independent investigation of their accuracy. FANHD assumes no responsibility for the accuracy of the Government Records. FANHD makes no warranty or representation of any kind, express or implied, with respect to the Report. FANHD expressly disclaims and excludes any and all other express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose. The FANHD Report is "AS IS".

6) **Limitation of FANHD's Liability.**FANHD's total liability and responsibility to all Recipients collectively for any and all liabilities, causes of action, claim or claims, including but not limited to claims for breach of contract or negligence, shall be limited to the price paid for the Report. FANHD expressly disclaims any liability for Recipients indirect, incidental and/or consequential damages, including without limitation lost profits even if such damages are foreseeable. In the event of any error, omission or inaccuracy in the FANHD Report for which FANHD is liable, FANHD shall have no duty to defend or pay any attorneys' fees, costs or expenses incurred by the Recipients, or any of them. The Recipients, and each of them, expressly waive the benefits of California Civil Code Section 2778. FANHD has not conducted an independent investigation of the accuracy of the information provided by the Recipient. FANHD assumes no responsibility for the accuracy of information provided by the Recipient. FANHD shall be subrogated to all rights of any claiming party against anyone including, but not limited to, another party who had actual knowledge of a matter and failed to disclose it to the Recipients in writing prior to the close of escrow.

7) **Governing Law.** The Report shall be governed by, and construed in accordance with, the laws of the State of California.

8) **Small Claims or Arbitration.** This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration. All disputes and claims arising out of or relating to the Report must be resolved by binding arbitration. This Report to arbitrate includes, but is not limited to, all disputes and claims between FANHD, transferor(s) and transferee(s) and claims that arose prior to purchase of the Report. This agreement to arbitrate applies to transferor(s) and transferee(s) successors in interest, assigns, heirs, spouses, and children. As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.

Any arbitration must take place on an individual basis, FANHD, transferor(s) and transferee(s) agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief effecting anyone other than the individual claimant.

The arbitration is governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is $75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules. **A COPY OF THESE RULES IS AVAILABLE FROM THE AAA'S WEB SITE AT WWW.ADR.ORG OR ON REQUEST FROM THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY FEDERAL, STATE, OR OTHER APPLICABLE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.**

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CBRE

Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

This form must be delivered before or concurrently with the signing of the purchase and sale contract (or lease). In lieu of this form, such confirmation may also be set forth in the purchase and sale contract (or lease).

REPRESENTATION CONFIRMATION

Date: July 20, 2022
Seller/Lessor: Willow Glen Community LP
Buyer/Lessee: Doc Smith dba Highland Charter
Property Name: Strawberry Creek
Street Address, City, State: 8211 Cosumnes River Blvd. Ste. 125 Sacramento, CA 95823
Further described as: +/- 1,169

SELLER'S AGENT

CBRE Inc. Lic. 00409987 (Seller's brokerage firm and license number) is the broker of (check one):

- [x] the seller.
- [ ] both the buyer and seller (dual agent).

Rick Martinez Lic. 00991459 (individual agent and license number) is (check one):

- [x] the Seller's Agent (salesperson or broker associate).
- [ ] both the Buyer's and Seller's Agent (dual agent).

BUYER'S AGENT

Century 21 Select Real Estate Inc. (Buyer's brokerage firm and license number) is the broker of (check one):

- [x] the buyer.
- [ ] both the buyer and seller (dual agent).

Cameron Freelove (individual agent and license number) is (check one):

- [x] the Buyer's Agent (salesperson or broker associate).
- [ ] both the Buyer's and Seller's Agent (dual agent).

CBRE, INC.
Agent

07.20.2022
Salesperson or Broker Associate, if any (Signature) (Date)

Rick Martinez
Salesperson or Broker Associate, if any (Printed Name)

Doc Smith
Buyer

DocuSigned by: Murdock Smith 8/10/2022
Buyer (Signature) (Date)

Buyer (Printed Name)

Willow Glen Community LP
Seller

DocuSigned by: Kurt Hilbers 8/10/2022
Seller (Signature) (Date)

Kurt Hilbers
Seller (Printed Name)

DocuSign Envelope ID: 43B57702-5F38-4309-AAD3-4807177C5587

CALIFORNIA ASSOCIATION OF REALTORS®

ADDITIONAL AGENT ACKNOWLEDGEMENT

(C.A.R. Form AAA, Revised 12/21)

This is an addendum to the Purchase Agreement, OR ☐ Residential Listing Agreement, ☐ Buyer Representation Agreement, ☒ Other ***Fundamental Lease Provisions*** ("Agreement"), dated ***08/10/2022***, on property known as ***8211 Cosumnes Creek Blvd., Ste 125, Sacramento, CA 95823*** between ***Doc Smith*** ("Buyer/Tenant/Broker") and ***William Glen Community LP*** ("Seller/Landlord/Broker").

1. Check **ONE** box **ONLY**. If more than one applies, use separate forms for each.
- **A.** ☐ Multiple Associate-Licensees working with Seller/Landlord;
- **OR** **B.** ☒ Multiple Associate-Licensees working with Buyer/Tenant;

2. **A.** The real estate licensees named below are all conducting real estate licensed activity under the same Broker:
Real Estate Broker name: ***Century 21 Select Real Estate, Inc.***
If applicable, Team Name: _____

B. The licensees below have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement.

C. Agent ***Daniel Mueller*** DRE Lic # ***01829919***
Agent _____ DRE Lic # _____
Agent _____ DRE Lic # _____
Agent _____ DRE Lic # _____
Agent _____ DRE Lic # _____

3. By signing below, all parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated in the Agreement or related document, as a representative for the Buyer or Seller specified in 1A or B above, the other licensees shall also be deemed to be named. Listing Broker and Seller signatures are not necessary if this form is only used to modify a Buyer Representation Agreement. Selling Broker and Buyer signatures are not necessary if this form is only used to modify a Listing Agreement.

Buyer/Tenant DocuSigned by: Murdock Smith 8C69B4D304DE47A... Date 8/10/2022

Buyer/Tenant _____ Date _____

Seller/Landlord DocuSigned by: kurt Hilbers C5AA25A447F842B... Date 8/10/2022

Seller/Landlord _____ Date _____

Seller's Brokerage Firm ***CBRE, Inc*** DRE Lic. # ***00409987***
By _____ ***Rick Martinez*** DRE Lic. # ***00991459*** Date 08/10/22

Buyer's Brokerage Firm ***CENTURY 21 Select Real Estate - Sacramento*** DRE Lic. #***01011224***
By DocuSigned by: _____ ED2CF27A27EF41D... ***Cameron Freelove*** DRE Lic. # ***02092307*** Date 8/10/2022

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EQUAL HOUSING OPPORTUNITY

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:18:05 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 059 - 9555 Folsom Blvd #E #F # I, #J & #G (Inactive 11.30.24).pdf 060 - 5655 Hillsdale Blvd 1, 9, 11, 16 & 18.pdf 061 - 10121 Westminster Ave (Inactive 08.15.25).pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:14 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:38 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590

–

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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–

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Accounts Payable Accounts Payable <ap@hccts.org>

10121 Westminster Ave - Lease Non-Renewal - 30 day Notice

1 message

Accounts Payable Accounts Payable <ap@hccts.org> Tue, Jul 15, 2025 at 3:49 PM
To: Linh Nguyen <linh@advancebeautycollege.com>
Cc: HCCTS Finance Team <finance@hccts.org>

Hi,

This email is in reference to the Lease Agreement for 10121 Westminster Ave, Garden Grove, CA 92843 that was executed on May 21, 2025. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is August 15th, 2025.

Best regards,
Marques Reed

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of January, 2025 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College (hereinafter "LANDLORD") (HIGHLANDS and LANDLORD being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, LANDLORD is the owner of a certain real property located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site" or "Premises");

WHEREAS, LANDLORD is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and LANDLORD desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of LANDLORD'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LANDLORD hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 1,500 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on January 1, 2025 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, it at all, by written notice (**"Option Notice")** delivered by HIGHLANDS to LANDLORD not less than three (3) months

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prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with LANDLORD'S shared use of the Site, if any. LANDLORD'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to LANDLORD. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and LANDLORD equipment thereon, shall revert to LANDLORD.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LANDLORD with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from LANDLORD, if available. LANDLORD agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with LANDLORD further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and LANDLORD agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) LANDLORD shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

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2. Facilities Use.

LANDLORD agrees to provide space to HIGHLANDS as described in section 1 at a rate of $5.00 per square foot until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 1,500 square feet.

HIGHLANDS agrees to pay $0.00 monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, trash, internet access, and telephone usage.

HIGHLANDS agrees to reimburse the cost of janitorial at $0.00 a month. Janitorial services include but are not limited to vacuuming each classroom daily, cleaning bathrooms daily, taking out trash daily, and other services as needed.

3. Maintenance and Operations.

A. LANDLORD Obligations. LANDLORD shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. LANDLORD'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires LANDLORD to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LANDLORD directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LANDLORD'S

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property. LANDLORD reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of LANDLORD and timely

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compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose LANDLORD or HIGHLANDS to any liability therefor. In addition, LANDLORD may condition its consent to any Reportable Use upon receiving such additional assurances as LANDLORD reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform LANDLORD. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by LANDLORD, HIGHLANDS shall immediately give written notice of such fact to LANDLORD, and provide LANDLORD with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or

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involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold LANDLORD and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. LANDLORD Indemnification. LANDLORD shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to January 1, 2025 or that are brought to the Premises as a result of the acts or failure to act of LANDLORD. No termination, cancellation or release agreement entered into by LANDLORD and HIGHLANDS shall release LANDLORD from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify LANDLORD and LANDLORD shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to January 1, 2025, then HIGHLANDS may terminate this Lease upon written notice to LANDLORD if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

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b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LANDLORD'S prior written consent. LANDLORD approval of any improvements, including the work schedule, work hours, and modifications, shall be at LANDLORD'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LANDLORD'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. LANDLORD or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LANDLORD requires the cessation of work, LANDLORD and HIGHLANDS will immediately meet to address LANDLORD'S concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than January 1, 2025.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

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8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. LANDLORD shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of LANDLORD and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LANDLORD reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by LANDLORD, and shall remain in procession of LANDLORD at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LANDLORD in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the

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site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. LANDLORD and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, LANDLORD and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against LANDLORD or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

LANDLORD'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, LANDLORD shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the LANDLORD's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by LANDLORD, in or about the site; LANDLORD's obligation to defend HIGHLANDS and other indemnities identified herein is not

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contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LANDLORD, HIGHLANDS, shall indemnify, hold harmless, and defend LANDLORD, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against LANDLORD, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, LANDLORD from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend LANDLORD and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be

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the property of LANDLORD. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of LANDLORD.

15. Estoppel Certificates. Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit LANDLORD, its agents, representatives or employees, to use the classrooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LANDLORD to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. LANDLORD shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

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HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and LANDLORD shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to LANDLORD, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. LANDLORD shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LANDLORD located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

LANDLORD : ATTN: Linh Nguyen
Advance Beauty College
10121 Westminster Ave
Garden Grove, CA 92843

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

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21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

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27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28.Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29.Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30.Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31.Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32.Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

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Signed by:
By: Bill McGuire _____ Date: 05/21/25
8CE05B926B45451...

Bill McGuire, Executive Director
Highlands Community Charter School

By: _____ Date: 3/13/25

Linh Nguyen
Advance Beauty College

EXHIBIT A

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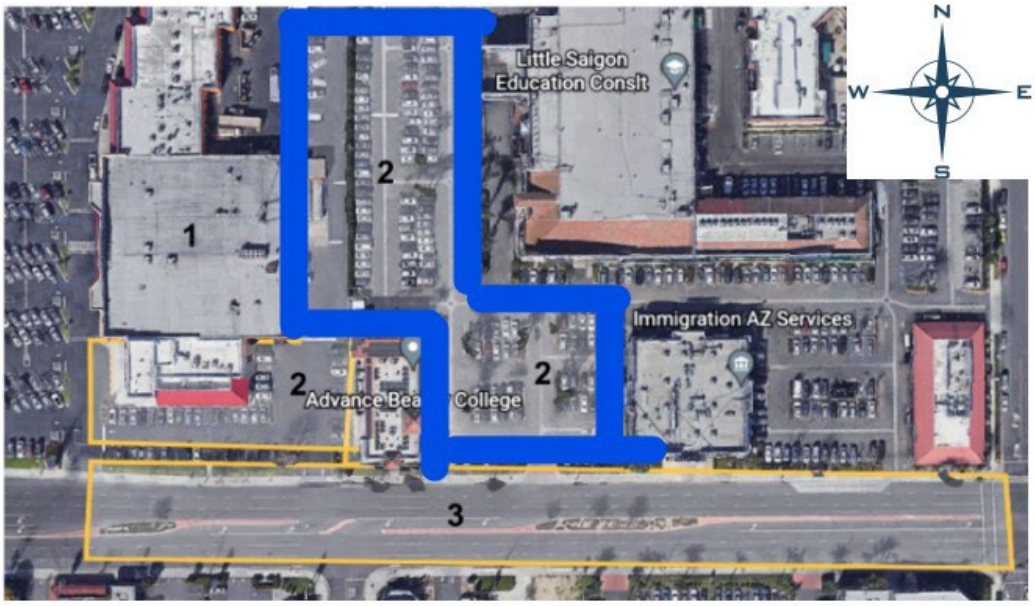
Description of Premises and Shared Premises



Highlands shall have shared use of 10121 Westminster Ave, Garden Grove, CA 92843, on the following days and times: Monday – Friday, 8:00AM-5:00PM.

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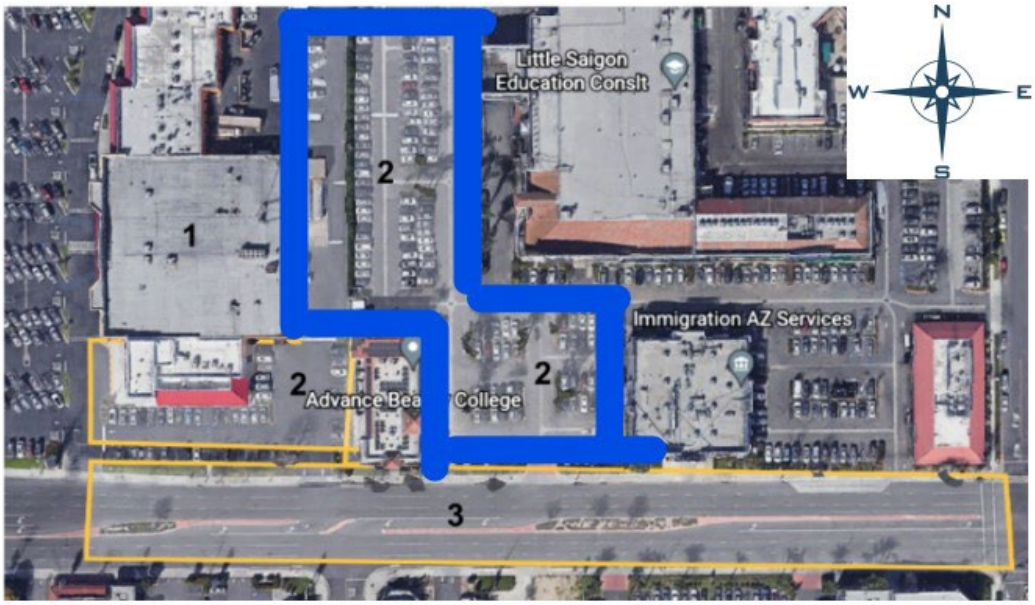
EXHIBIT B

Parking Diagram; Access Rules; Schedule



Highlands shall be permitted to use the parking lot and space within the blue lines in the diagram above, Monday – Friday 8:00AM-5:00PM.

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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. LANDLORD'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. LANDLORD shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and LANDLORD shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College, Inc., a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "Landlord").

I. RECITALS

WHEREAS, Landlord is the owner of a certain real property and its main facilities are located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site").

WHEREAS, HIGHLANDS and Landlord desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Landlord Site during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Landlord hereby agrees as follows:

1. General Information.
   A. Both HIGHLANDS and Landlord agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and Landlord while attending classes at the Site.

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2. Use of the Site.

Landlord hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Landlord policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS' use of the Site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Landlord shared use of the Site, if any. Landlord shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Landlord. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Landlord equipment thereon, shall revert to Landlord.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Landlord with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Landlord, if available. Upon completion of equipment conducted by Landlord, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or

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maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Landlord agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) Landlord shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

Landlord agrees to provide space to the Tenant as described in section 2 at a charge of $7,500 per month for 1,500 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024. HIGHLANDS will also reimburse the cost of two community liaisons at $4,000 a month.

4. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Landlord. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Landlord to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Landlord directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Landlord property. Landlord reserves the right to implement a process for submission of maintenance /repair requests.

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5. Installation of Improvements by HIGHLANDS.
HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Landlord prior written consent. Landlord approval of any improvements, including the work schedule, work hours, and modifications, shall be at Landlord's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Landlord construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Landlord or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Landlord requires the cessation of work, Landlord and HIGHLANDS will immediately meet to address Landlord concerns. No construction or installation will resume until Landlord concerns are adequately addressed.

6. Provision of Facilities.
The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

7. Security System/Keys.
HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

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8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Landlord shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Landlord and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Landlord reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Landlord, and shall remain in procession of Landlord at all times.

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10. Surrender of Premises.
Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Landlord in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.
HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Landlord insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.
With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Landlord shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Landlord use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Landlord, in or about the site; Landlord obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability,

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expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Landlord, HIGHLANDS, shall indemnify, hold harmless, and defend Landlord, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Landlord, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Landlord from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Landlord and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Marketing.

HIGHLANDS and Landlord will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and Landlord

15. Access to Inspection.

HIGHLANDS shall permit Landlord, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Landlord to enter upon the site for the purpose of inspecting same, to make

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repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Landlord oversight obligations. Landlord shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

16. Termination.
The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

17. Taxes.
Landlord shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Landlord located at the site or used by HIGHLANDS.

18. Notice.
Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue
Garden Grove, CA 92843

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service.

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Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

19. Subcontract, Assignment and Subletting.
Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

20. Independent Status.
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

21. Entire Agreement of Parties
This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

22. California Law.
This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

23. Waiver.
The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

24. Successors and Assigns.
This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

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25. Counterparts.
This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

26. Captions.
The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

27. Severability.
Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

28. Recitals and Exhibits.
The Recitals and each exhibit attached hereto are incorporated herein by reference.

29. Email Signatures.
This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

30. Dispute Resolution.
In the event of any dispute between HIGHLANDS and Landlord regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Landlord's Pastor and HIGHLANDS' Executive Director. The Pastor and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Pastor and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in

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accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 10.27.23

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 10.27.2023

Tam Nguyen
Advance Beauty College, Inc.

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ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
ADVANCE BEUATY COLLEGE
AND HIGHLANDS COMMUNITY CHARTER SCHOOL
October 1, 2022

THIS Addendum to the Memorandum of Understanding ("MOU") is made on October 1, 2022 (the "Effective Date"), by and Advance Beauty College, a private post-secondary school organized and existing under the laws of the State of California (hereinafter "ABC") and Highlands Community Charter School, a California non-profit public charter school (hereinafter "HIGHLANDS").

WHEREAS, ABC is the owner of certain real property and facilities located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site");

WHEREAS, ABC and the HIGHLANDS entered into an MOU to document the arrangement between the parties regarding the HIGHLANDS use of the Site during the 2022-2023 school year ("Applicable Year"), pursuant to the conditions set forth in the MOU;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree to an ADDENDUM as follows:

Financial/Recordkeeping Obligations.
HIGHLANDS will reimburse the cost of two community liaisons at $4,000 a month.

ABC shall prepare a monthly invoice itemized by the services provided. This invoice shall be paid within 30 days of receipt and approval of invoice.

All other terms and conditions of the original AGREEMENTS shall remain in full force.

Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838
Murdock.smith@hccts.org

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue
Garden Grove, CA 92843
tam@advancebeautycollege.com

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IN WITNESS WHEREOF, the Parties hereto have executed this Addendum on the Effective Date.

By: _____ Date: 10.01.22

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 10-01-22

Tam Nguyen
Advance Beauty College

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of September, 2022 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College, Inc., a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "Landlord").

I. RECITALS

WHEREAS, Landlord is the owner of a certain real property and its main facilities are located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site").

WHEREAS, HIGHLANDS and Landlord desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Landlord Site during the 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Landlord hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and Landlord agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS while attending classes at the Site.

2. Use of the Site.

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Landlord hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Landlord policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

A. Term. HIGHLANDS' use of the Site shall be for the 2022-23 school years commencing on September 1, 2022 and terminating on June 30, 2023. No later than 30 days prior to the expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Landlord shared use of the Site, if any. Landlord shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Landlord. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Landlord equipment thereon, shall revert to Landlord.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall request approval from the Landlord with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Landlord, if available. The use of furnishings is subject to Landlord's prior approval which may require a reimbursement. Upon completion of equipment conducted by Landlord, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Landlord agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations.

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3. Facilities Use.

Landlord agrees to provide space to the Tenant as described in section 2 at a charge of $7,500 per month for 2,500 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination.

4. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Landlord. Landlord will provide custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Landlord to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Landlord directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Landlord property. Landlord reserves the right to implement a process for submission of maintenance /repair requests.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Landlord prior written consent. Landlord approval of any improvements, including the work schedule, work hours, and modifications, shall be at Landlord's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Landlord construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Landlord or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the

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construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Landlord requires the cessation of work, Landlord and HIGHLANDS will immediately meet to address Landlord concerns. No construction or installation will resume until Landlord concerns are adequately addressed.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than September 30, 2022.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Landlord shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of (1) they are required by HIGHLANDS' use of the Site or (2) any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all

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the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Landlord and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Landlord reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Landlord, and shall remain in procession of Landlord at all times.

10. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Landlord in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Landlord insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Landlord shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions,

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causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Landlord use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Landlord, in or about the site; Landlord obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Landlord, HIGHLANDS, shall indemnify, hold harmless, and defend Landlord, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Landlord, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Landlord from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Landlord and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

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14. Access to Inspection.

HIGHLANDS shall permit Landlord, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Landlord to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Landlord oversight obligations. Landlord shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

15. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

16. Taxes.

Landlord shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Landlord located at the site.

17. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director
Murdock.smith@hccts.org

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue

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Garden Grove, CA 92843
tam@advancebeautycollege.com

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

18. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

19. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

20. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

21. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

22. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

23. Counterparts.

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This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

24. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

25. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

26. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

27. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Landlord regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Landlords CEO and HIGHLANDS' Executive Director. The CEO and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the CEO and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 9/21/22

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 9/21/22

Tam Nguyen
Advance Beauty College, Inc.

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 17, 2024

Sandeep Saini
D & G Financial Management
4341 Arden Way
Sacramento, CA 95864

Via Email: sandeep@sainicap.com

Re: Notice of Termination – 9555 Folsom Boulevard, Rancho Cordova

Dear Ms. Saini:

I am writing to notify you that Highlands Community Charter and Technical Schools ("HCCTS") has determined that the Lease Agreement ("Lease") with D & G Financial Management for the premises at 9555 Folsom Boulevard Suite E, Suite F, Suite G, Suite I, and Suite J, Rancho Cordova, CA 95827 ("Premises") is either void under California's conflict of interest laws or voidable as a violation of public policy. Out of an abundance of caution and for the sake of clarity about the ongoing obligations and intent of the parties, to the extent the lease is later found valid for any purpose, the lease will be terminated by Highlands effective November 30, 2024. HCCTS declines to pay any amount to D&G Financial Management after this date.

Violation of Public Policy

The Lease was executed between you and Murdock Smith ("Mr. Smith"), the former Executive Director of HCCTS, on January 6, 2024. (Attached as Exhibit A.) While the HCCTS fiscal policies require Board approval of all contracts of more than 250,000, the Lease was not approved by the Board. As the Lease was not entered into with the authority of the HCCTS Board of Directors, it is unenforceable.

Moreover, on September 9, 2024, your husband, Mr. Tarvinder "Roger" Saini ("Mr. Saini"), emailed Rich Henning, HCCTS Director of School Services, and Ms. Mayra Valdivia, HCCTS Deputy Director, regarding the Premises. (Attached as Exhibit B.). According to Mr. Saini, D & G Financial Management was working on bringing the Premises in compliance with county requirements and getting the power turned on in the last unit.

Mr. Saini claims that the responsibility to turn on the power "was an agreed upon Highlands responsibility upon signing of the lease," which appears to reference a verbal conversation between Mr. Smith and Mr. Saini. Even assuming the lease is valid for any purpose, at no time has Highlands agreed to any additional expenses, nor has Highlands agreed to take on any additional responsibilities. Any such expenses would require Board approval given the size of this contract, and Highlands declines to approve any such additional expenses.

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Violation of Conflict-of-Interest Laws

At all times during your employment with HCCTS, you have served in a dual role as the CEO of D & G Financial Management, HCCTS' landlord, and an employee of HCCTS. Prior to the execution of the Lease, on April 8, 2022, a Lease Agreement was entered into between D & G Financial Management and Mr. Smith for the property located at 9555 Folsom Boulevard, Suite E & F.("Prior Lease) (Attached as Exhibit C.) The term of the Prior Lease was March 25, 2022, to June 30, 2024. You were hired by HCCTS as a Community Outreach Liaison and served in this capacity from October 31, 2022, until you voluntarily resigned on September 11, 2024. Similarly, your son, Kyle Saini, whom we understand is the registered agent for D & G Financial Management, has also served in a dual role since his hiring as a Data Specialist on June 21, 2023, until his voluntary resignation on September 23, 2024.

As public employees of HCCTS, you and your son were both bound to follow Government Code 1090, the Political Reform Act, and conflict of interest policies of HCCTS that prohibit your involvement in either discussions or decisions in which you, your spouse, and possibly your son have a financial interest. With the expansion of government and public contracting, regular employees and even consultants can have control over the public purse and are therefore required to avoid violation of conflict-of-interest laws. (*People v. Superior Ct.* (2017) 3 Cal. 5th 230, 241.) HCCTS has no record of you or your son disclosing this conflict of interest to anyone within HCCTS nor any record of you or your son recusing yourselves from all discussions and decisions regarding the Lease. In fact, you executed the Lease and Prior Lease on behalf of D & G Financial Management. Further, there was no disclosure that the Lease would require substantial investment by HCCTS. In addition to this underscoring the conflict of interest, it also demonstrates a breach of your fiduciary duties to HCCTS.

Government Code 1090 prohibits an officer, employee, or agency from participating in making government contracts in which the official or employee within the agency has a financial interest. Section 1090 applies to charter schools. "Making" a contract includes final approval of the agreement, as well as involvement in preliminary discussion, planning, negotiation, and solicitation of bids. A broad range of agreements are considered a contract under Section 1090. Generally, there is a contract when an offer is made and accepted, and there is something of value bargained for and exchanged by each party. This includes written contracts, purchase of goods or services, employment agreements, leases, development agreements, etc. An official can have a "financial interest" in a contract in a variety of ways, and it is not limited by the amount of the interest or how closely connected the official's interest is to the contract. Violations of Section 1090 can result in the voiding of contracts, criminal, civil, and administrative penalties, as well as a ban on holding public office. The criminal penalty for a Section 1090 violation is a felony in the State of California.
(see https://fppc.ca.gov/learn/section-1090.html#:~:text=Government%20Code%20Section%201090%20prohibits,agency%20has%20a%20financial%20interest.)

As you are aware, the Lease was executed between yourself and HCCTS' former Executive Director Mr. Smith, who is no longer with the organization. This recent discovery of both you and

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your son's dual capacity as officers of D & G Financial Management while being employed full-time at HCCTS, in addition to Mr. Saini's reference of a potential verbal agreement that may have been made outside of this Lease, raises serious concerns regarding potential conflict of interest issues and self-dealing transaction issues.

Private Inurement and Related Concerns

As a tax-exempt organization pursuant to IRS 501(c)(3), HCCTS must not be organized or operated for the benefit of private interests and no part of its net earnings may inure to the benefit of a private individual. (26 U.S.C. § 501(c)(3).) You and your son received compensation directly from HCCTS as employees. In addition, you and your son received compensation indirectly from HCCTS as employees of D & G Financial Management, HCCTS's landlord. Moreover, when you were hired by HCCTS, both you and your son stood in a position to exercise substantial influence over the affairs of HCCTS as representatives of HCCTS' landlord. Taken together, this compensation arrangement could be found to result in private inurement. Additionally, while employed by HCCTS, we understand that you and your son performed a negligible amount of work. As such, it does not appear that the salary payments made to you and your son were reasonable and a fair compensation and salary for actual services performed. (*Mabee Petroleum Corp. v. United States* (5th Cir. 1953), 203 F.2d 872, 876.) This fact alone could be found to have resulted in private inurement as an excess benefit transaction. The penalties for private inurement include the imposition of an excise tax imposed against the person who benefits from an excess benefit transaction ranging from 25 percent of the excess benefit up to 200 percent of the excess benefit. (26 U.S.C. § 4958.)

Additionally, this compensation arrangement raises a number of serious questions about false claims, potential fraud, and other financial crimes. These factors may also cause the Lease to be viewed in a different light due to a lack of good faith and fair dealing between the parties. The good faith of you and your son is also called into question due to the fact that the Prior Lease was entered into with Mr. Smith on April 8, 2022, while D & G Financial Management's corporate status was suspended by the California Franchise Tax Board. This suspension was effective from November 2, 2020, until July 20, 2022. During the period of suspension, D & G Financial Management lost all powers, rights, and privileges of a corporation. (Rev & Tax. Code §23301.) Your action of entering into the Prior Lease with HCCTS during the period of suspension was legally impermissible and punishable by a fine and/or imprisonment not exceeding one year. (Rev & Tax. Code § 19719.)

In light of these serious concerns regarding the relationships of the parties involved with this Lease, HCCTS believes the lease is either void under conflict-of-interest laws or voidable as against public policy due to its unconscionable terms. But to avoid doubt, to the extent that the lease is valid for any purpose, HCCTS is terminating the Lease Agreement for suites E, F, G, I, and J, effective November 30, 2024.

The current administration and Board of HCCTS cannot stand behind contracts with unconscionable terms that were entered into without Board authorization and without appropriate disclosures of conflicts under conflict-of-interest laws, especially where the individuals involved appear to have benefitted greatly at the expense of students at the school by receiving pay for very

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little work being performed. Should you attempt to file a claim against HCCTS, be advised that HCCTS will seek to void the lease under Government Code 1090 and will seek disgorgement of all amounts paid under this lease, disgorgement of all funds paid under employment contracts during periods for which no work was performed, as well as damages for your and your son's breach of fiduciary duties and board policies during your and your son's employment here.

Sincerely,

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools

4854-3899-9529, v. 7

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EXHIBIT A

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AIR CRE contracts

STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only December 24, 2023, is made by and between D & G Financial Management, Inc ("**Lessor**") and Highlands Community Charter Schools ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 9555 Folsom Boulevard Suite E, Suite F, Suite G, Suite I, and Suite J, Rancho Cordova, CA 95827 ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the Premises and the "Project"): a one-story, approximately 10,420 square foot building, on an approximately 174,240 square foot parcel. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking:** Shall be first come, first serve ~~unreserved vehicle parking spaces.~~ (See also Paragraph 2.6)

1.3 **Term:** two (2) years and eleven (11) months ("**Original Term**") commencing February 1,2024 ("**Commencement Date**") and ending December 31, 2026 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon lease execution ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $8,100.00 per month ("**Base Rent**"), payable on the first day of each month commencing February 1, 2024. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Common Area Operating Expenses:** fifty-five percent (55 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $8,100.00 for the period February 1, 2024 to February 29, 2024.

(b) **Common Area Operating Expenses:** The current estimate for the period February 1, 2024 to February 29, 2024 is $2,160.00.

(c) **Security Deposit:** $8,100.00 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $18,360.00.

1.8 **Agreed Use:** education center and administrative office. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Turton Commercial Real Estate License No. 02209803 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Matt Axford License No. 02124801 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

~~Lessee's Brokerage Firm _____ License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).~~

~~Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).~~

~~(b) Payment to Brokers. Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.~~

~~1.11 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)~~

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 58;

☐ a site plan depicting the Premises;

DS SS
INITIALS

DS MS
INITIALS

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☐ a site plan depicting the Project;
☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☐ other (specify): _____ .

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made

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any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

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4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "**Common Area Operating Expenses**" are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge to compensate Lessor for additional time and expenses incurred in handling the dishonored payment and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall bear interest or be considered prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

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6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits

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and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which

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costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums**. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds

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from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees . If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required

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insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition.** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith,

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shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a

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written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to (i) make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, (ii) to provide reasonable evidence of insurance or surety bond, or (iii) to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. Lessor and Lessee agree that the damages to be incurred by the Lessor in the event of Lessee's default of the Lease would be difficult or impossible to calculate and the parties therefore intend to provide by the foregoing for liquidated damages and not a penalty and agree that the sum provided is a reasonable pre-estimate of the probable loss. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover

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any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

~~**15. Brokerage Fees.**~~

~~15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.~~

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said

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monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

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(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a

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Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, for the remainder of the term hereof and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by

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anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary; (ii) to cause the recordation of parcel maps and restrictions; and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related

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accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____	Executed at: _____
1/6/2024	1/6/2024
On: _____	On: _____
By LESSOR: DocuSigned by:	**By LESSEE:** DocuSigned by:
D & S Financial Management, Inc	Highlands Community Charter Schools
Sandeep Saini	Murdock Smith
6648330D323D424...	6AA7C3E2A596498...
By: _____	By: _____
Name Printed: Sandeep Saini	Name Printed: Murdock Smith
Title: _____	Title: _____
Phone: sandeep@sainicap.com	Phone: murdock.smith@hccts.org
Fax: _____	Fax: _____
Email: _____	Email: _____
By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Address: _____	Address: _____
Federal ID No.: _____	Federal ID No.: _____
BROKER	**BROKER**
Turton Commercial Real Estate -	_____
Attn: Matt Axford	Attn: _____
Title: Director	Title: _____
Address: 2131 Capitol Ave, Suite 100, Sacramento, CA 95816	Address: _____
Phone: 916.743.6328	Phone: _____
Fax: _____	Fax: _____
Email: mattaxford@turtoncom.com	Email: _____
Federal ID No.: _____	Federal ID No.: _____
Broker DRE License #: 02209803	Broker DRE License #: _____
DS	Agent DRE License #: _____
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Agent DRE License #: 02124801

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Addendum to
Standard Industrial/Commercial Multi-Tenant Lease - Net
dated for reference purposes December 24, 2023,
D & G Financial Management, Inc, as Lessor
Highland Community Charter Schools as Lessee,
with reference to the Property located at
9555 Folsom Boulevard Suite E, Suite F, Suite G, Suite I, and Suite J, Rancho Cordova, CA 95827

Lessor and Lessee agree that this Addendum to the above referenced Lease form ("Form") shall modify, delete and replace certain provisions of the Form. The terms of the Form and this Addendum shall collectively be referred to as the "Lease." If the terms of this Addendum are inconsistent or in conflict with paragraphs 1 through 49 of the Form described above, the terms of this Addendum shall be controlling:

50) Base Rent Schedule:

Lessee's base monthly rent, NNN, shall be equal to $1.50 per square foot per month, with three percent (3.0%) annual increases.

Date	Monthly Base Rent, NNN:
February 1, 2024 – December 31, 2024	$8,100.00 + NNN
January 1, 2025 – December 31, 2025	$8,343.00 + NNN
January 1, 2026 – December 31, 2026	$8,593.29 + NNN

51) Operating Expenses:

In addition to the Base Rent set for in Section 50 herein, commencing on the Commencement Date, Lessee shall be responsible to pay before delinquency for all utilities consumed within the premises. Lessee shall be responsible to pay directly for electrical power (SMUD), gas (PG&E), garbage/trash removal, internet, telecommunications, suite alarm, and any janitorial expenses serving the Premises. Lessee shall be responsible to pay for Lessee's share as determined by Lessor for City of Sacramento utility services (water, sewer, stormdrain) as part of NNN/CAM charges.

Lease shall be a NNN structure whereby commencing on the Commencement Date, Lessee shall be responsible to pay for its share of common area operating expenses ("NNN/CAM") as determined by Lessor including, but not limited to real estate taxes and special assessments, insurance, landscape maintenance, HVAC maintenance and replacement, exterior window repair and replacement as necessary, which the Lessee will pay on a monthly basis in addition to Base Rent.

52) Option(s) to Renew:

If Lessee (i) has not at any time during the Original Term of the Lease been in default in any of the terms or provisions of the Lease beyond the applicable cure period; (ii) Lessee is in occupancy and conducting business from the Premises in compliance with all applicable laws; (iii) Lessee has not been late in payment of Base Rent during the Original Term of the Lease; (iv) Lessee has not assigned, subleased or otherwise transferred its interest in the Lease; and (v) Lessee has not sold the business or controlling interest in the business, Lessee shall have the right to extend the Term

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of the Lease for all of the premises for two (2) periods of three (3) years ("Option Term"), under the same terms and conditions contained in this Lease, except the monthly Base Rent shall be increased on the commencement of the Option Term and every twelve (12) months thereafter during the Option Term ("CPI Increase Date(s)") commensurate with the increase in the CPI (as herein defined) determined as follows: The monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than one hundred three percent (103%) of Lessee's then current base rental rate for the month immediately preceding the applicable CPI Increase Date.

The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers for: **San Francisco.**

The term "Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Option Term.

If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

The option to extend the Term of the Lease shall be assumed and executed unless Lessee serves written notice to Lessor, no more than six (6) months and no less than twelve (12) months prior to the expiration of the Original or Option Term, indicating its intention to not exercise the subsequent Option Term.

53) Accessibility Disclosure:

To Lessor's actual knowledge, the property being leased or rented pursuant to this Lease has not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code Section 55.52). The foregoing verification is included in this Lease solely for the purpose of complying with California Civil Code Section 1938 and shall not in any manner affect Lessor's and Lessee's respective responsibilities for compliance with construction-related accessibility standards as provided under this Lease. Lessee hereby waives any and all rights under and benefits of California Civil Code Section 1938 and acknowledges that neither the Building nor the Premises has undergone inspection by a CASp.

54) Compliance:

Notwithstanding any provision of this Lease to the contrary, including without limitation the provisions of Paragraph 2.3 of the Form, Lessor makes no representation or warranty as to the compliance of the Premises with Applicable Requirements, and there shall be no warranty period of any length.

55) Tenant Improvements:

Lessee and Lessor acknowledge that Lessee accepts the Premises in "as-is, where-is, with all faults" condition with the following exception: **None.**

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Lessee shall design, project manage, and independently contract with their own contractor to conduct all construction Lessee requires to open for businss, at Lessee's sole cost and expense. Lessee shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. All work with respect to any addition, alteration or improvements shall be done in a good workmanlike manner by properly qualified, licensed, insured, and bonded personnel approved by Lessor, prior to commencement of any construction, and such approval shall not be unreasonably withheld or delayed.

Lessee shall pay the costs of any work done on the Premises and shall keep the Premises, Building and Project free and clear of any liens of any kind thereof. Except in the case of gross negligence or willful misconduct on the part of Lessor or Lessor's agents and contractors, Lessee shall indemnify, defend against and keep Lessor free and harmless from all liability, loss, damage, cost, attorney's fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Lessee or any person claiming under Lessee.

Upon expiration of the Term of the Agreement and any exercised options or the sooner termination of this Agreement, all of the tenant improvements provided by Lessor and/or Lessee shall immediately become the sole property of the Lessor, including, but not limited to cabinets, sinks, mirrors, and light fixtures.

56) Lessee's Financial Data and Audits:

In the event that the Lessor applies to refinance or sell the property, Lessee shall deliver to Lessor a copy of the financial statement for Lessee and any Guarantor including at least a year end balance sheet and a year-to-date statement of profit and loss, and Federal Tax returns for each of the two most recently completed calendar years, prepared in accordance with generally accepted accounting principles (and, if such is Lessee's and/or Guarantor's normal practice, audited by an independent certified public accountant) all then available subsequent interim statements, and such other financial information as may be reasonably required by Lessor, potential Buyer, or required by an Mortgagee.

57) Signage:

Lessee, at its sole cost, shall be allowed the maximum signage allowable subject to Sacramento City code, Sacramento City ordinances. All signage shall be subject to Lessor's prior written approval, which shall not be unreasonable withheld. Lessee shall be solely responsible for all costs associated with installation and removal of the sign upon the expiration of the lease.

58) Brokerage:

Both Lessor and Lessee acknowledge that Matt Axford and Kimio Bazett of Turton Commerial represents the Lessor ("Lessor's Broker") in this transaction, and that any and all brokerage fees shall be the obligation of the Lessor.

[Signatures to follow on the next page]

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LESSOR:

D & G Financial Management, Inc

DocuSigned by:
By: Sandeep Saini
6648330D323D424...
Name: Sandeep Saini
Title: _____
Date: 1/6/2024

LESSEE:

Highland Community Charter Schools

DocuSigned by:
By: Murdock Smith
6AA7C3E2A596498...
Name: Murdock Smith
Title: _____
Date: 1/6/2024

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EXHIBIT B

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Mayra Valdivia <mayra.valdivia@hccts.org>

9555 Folsom Blvd.

Tarvinder Saini <roger@sainicap.com> Mon, Sep 9, 2024 at 12:08 PM
To: "rich.henning@hccts.org" <rich.henning@hccts.org>, "mayra.valdivia@hccts.org" <mayra.valdivia@hccts.org>
Cc: "bill.mcguire@hccts.org" <bill.mcguire@hccts.org>

Hi Rich and Mayra,

As you are both aware, we are working on bringing your space at 9555 Folsom Blvd up to compliance with county requirements and are taking this opportunity to get the power turned on in the last unit for you (This was an agreed upon Highlands responsibility upon signing of the lease, based on the previous attempt with the county in winter 2023. The county process requires a tenant to associate the power with, not landlord) . Based on our conversations with Bill & Rich, we have submitted two permits as the building owners:

- I&J - Combining the space into shell state with two panels
- E,F,G - Combining E+F and noting that E+F & G are connected. Clearing historical issues and bringing Highlands performed TIs up to code as well.

As a first step in this process, we have been received two requests from the county

Request 1 (From Planning and Environmental Review) - "This site is located in the Folsom Boulevard Special Planning Area (SPA) which allows uses that are in the Light Commercial Zones. The light commercial zones require a use permit from the Zoning Administrator in order to have a private school. Colleges and universities require one from the Planning Commission. If this is a for a charter school please provide paperwork from the school district that is. Once the use permit is approved Planning can review the Plans."

Request 2 (From SacSewer District) - I am processing your request for Case CBAC2024-00483 and CBAC2024-00494. I see there is a classroom at this location, please advise if this is an accredited school? If so we will need to know the grades being taught there and the ADA (Average Daily Attendance) so we can process your request.

Our understanding from all our conversations with Doc was that Highlands is considered a K-12 school, even though it's for adults. This should negate the need for a use permit in the LC zone. We also know that Highlands is WASC certified, which should take care of the SacSewer requirements.

Can you please provide:

- A copy of the latest charter from Twin Rivers
- A copy of the latest WASC accreditation
- Written confirmation that Highlands is a K-12 school with contact info for the county to follow up with, if needed.
- ADA Requirements for this side
- Class Schedule for this site
- Any other documentation you think would be relevant

If you could provide this documentation by Wednesday September 11th it would be greatly appreciatedt. Please feel free to reach out with any questions.

Thanks,
Roger Saini
Executive Advisor to the CEO
D&G Financial Management

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EXHIBIT C

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TOTAL 17005F @ 1.45 PLUS 35NNN

AIRCRE contracts

STANDARD MULTI-TENANT SHOPPING CENTER LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only 3/25/2022, is made by and between D/G Financial Management ("**Lessor**") and Highland Community Charter School ("**Lessee**") (collectively the "**Parties**", or individually a "**Party**").

1.2 **Premises:** That certain portion of the Shopping Center (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state): 9555 Folsom Blvd, Suite E & F, Sacramento, CA ("**Premises**"). The Premises are located in the County of Sacramento and generally described as (describe briefly the nature of the Premises): Strip Center frontage. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Shopping Center. The Premises and the Building are situated within the Shopping Center known as _____. The Premises, the Building, the Common Areas, and all other buildings and improvements within said Shopping Center, together with the land upon which they are located, are herein collectively referred to as the "**Shopping Center.**" (See also Paragraph 2)

1.3 **Term:** 2 years and 0 months ("**Original Term**") commencing July 1, 2022 ("**Commencement Date**") and ending June 30, 2024 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing _____ ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $2,465 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing See Paragraph #51 of the addendum. (See also Paragraph 4)

☐ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph _____.

1.6 **Percentage Rent Rate:** N/A percent (_____ %) of Gross Sales. Percentage Rent shall be due and payable in accordance with the provisions of the Percentage Rent Addendum, if any, attached hereto and made a part hereof, and Paragraph 4 hereof.

1.7 **Lessee's Share of Common Area Operating Expenses:** _____ percent (_____ %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Shopping Center are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.8 **Merchants' Association Annual Dues:** N/A per year ("**Merchants' Association Dues**"). Lessee shall pay Merchants' Association Dues and/or become a member of the Merchants' Association in accordance with the provisions of the Merchants' Association Addendum, if any, attached hereto.

1.9 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $2,465 for the period October 1, 2022 - October 31, 2022.

(b) **Common Area Operating Expenses:** The current estimate for the period 10/01/22 - 10/31/22 is $595.

(c) **Security Deposit:** $3,060 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Merchants' Association Dues:** N/A for the period _____.

(e) **Other:** _____ for _____.

(f) **Total Due Upon Execution of this Lease:** $6,120.

1.10 **Agreed Use:** School extension. (See also Paragraph 6)

1.11 **Agreed Trade Name:** TBD. (See also Paragraph 6)

1.12 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.13 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm _____ License No. _____ Is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent _____ License No. _____ is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm _____ License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.14 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.15 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☐ an Addendum consisting of Paragraphs _____ through _____;

☐ a site plan marked Exhibit _____ depicting the Premises;

☐ a site plan marked Exhibit _____ depicting the Shopping Center;

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☐ a current set of the Rules and Regulations for the Shopping Center;
☐ a current set of the Sign Criteria for the Shopping Center;
☐ a Work Letter;
☑ other (specify): Addendum (Rent schedule, option) .

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within 30 days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Premises shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Premises. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act) and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

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2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall not use and shall not permit its employees to use any parking spaces in the Shopping Center except for parking by vehicles that are no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessee shall permit its employees to only occupy those parking spaces, if any, as depicted as employee parking spaces on the Shopping Center site plan. Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Shopping Center and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Shopping Center and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Shopping Center. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas, nor the right to display merchandise or conduct sales in the Common Areas. Any such storage, display or sales shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, as exercised in Lessor's sole discretion, which consent may be revoked at any time. In the event that any unauthorized storage or displays shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Shopping Center and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Shopping Center.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes or additions to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, elevations, landscaped areas, signage, walkways and utility raceways;

(b) To use and close temporarily any of the Common Areas for the purpose of maintaining, repairing and altering the Shopping Center, so long as reasonable access to the Premises remains available, and to close temporarily any of the Common Areas to whatever extent is required in the opinion of Lessor's counsel to prevent a dedication of or the accrual of any rights of any persons or of the public to any of the Common Areas;

(c) To designate other land outside the boundaries of the Shopping Center to be a part of the Common Areas or to be entitled to use the Common Areas on a reciprocal basis;

(d) To add additional buildings and improvements to the Common Areas; and

(e) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Shopping Center as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

2.11 **Common Areas - Promotional Events; Sidewalk Sales**. Lessor reserves the right, from time to time, in Lessor's sole discretion, to utilize portions of the Common Areas for promotional events, which may include but shall not be limited to entertainment. Lessor further reserves the right, in Lessor's sole discretion, to permit any one or more tenants of the Shopping Center to conduct the display and/or sale of merchandise from the sidewalks immediately adjacent to such tenants' respective premises.

2.12 **Common Areas - Remodeling**. At any time during the Term, Lessor may remodel or expand, in any manner, the existing Shopping Center, which work may include, without limitation, the addition of shops and/or new buildings to the Shopping Center (collectively, "**Remodeled Center**"). If Lessor deems it necessary for construction personnel to enter the Premises in order to construct the Remodeled Center, Lessor shall give Lessee no less than 60 days prior notice and Lessee shall allow such entry. Lessor shall use reasonable efforts to complete any work affecting the Premises in an efficient manner so as not to interfere unreasonably with Lessee's business. Lessee shall not be entitled to any damages for any inconvenience or any disruption to Lessee's business caused by such work; provided, however, the Base Rent paid by Lessee for the period of the inconvenience shall be abated in proportion to the degree that Lessee's use of the Premises is impaired. Lessor shall have the right to use portions of the Premises to accommodate any structures required for the Remodeled Center, provided that if as a result thereof there is a permanent decrease in the floor area of the Premises of 3% or more, there shall be a proportionate downward adjustment of Base Rent and Lessee's Share.

3. **Term.**

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If an Early Possession Date has been specified in Paragraph 1.4, the Parties intend that Lessee shall have access to the Premises as of the Early Possession Date for purposes of preparing and fixturizing the Premises for the conduct of Lessee's business. If Lessee totally or partially occupies the Premises prior to the Commencement Date for any reason (and for purposes hereof, "occupancy" shall include, without limitation, Lessee's entry onto the Premises for purposes of preparing and fixturizing the Premises for business), the obligation to pay Base Rent and Percentage Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to Lessee's obligations to carry insurance and to maintain the Premises) shall be in effect during such period, except that Lessee's obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums shall only be in effect prior to the Commencement Date if Lessee has opened for business in the Premises prior to the Commencement Date. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the

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Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Common Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent and, if applicable, Percentage Rent, Lessee's Share (as specified in Paragraph 1.7) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "Common Area Operating Expenses" are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Shopping Center, including, but not limited to, the following:

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, and replacement as reasonably necessary, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, parking lot striping, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire detection and/or sprinkler systems.

(dd) Common electrical, plumbing and other utilities servicing any building in the Shopping Center and/or the Common Areas.

(ee) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management (including, but not be limited to, a property management fee to Lessor equal to 5% of Base Rent and Percentage Rent), security services, and the costs of any environmental inspections.

(iv) Reserves set aside for equipment, maintenance, repair and replacement of Common Areas.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation of the Shopping Center.

(ix) The cost of any capital improvement to the Building or the Shopping Center not covered under the provisions of Paragraph 2.3, provided, however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) If Lessor determines that the method of proration of any item included within Common Area Operating Expenses is inequitable, Lessor may prorate such item on the basis of usage or other equitable considerations. Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Premises, the Building or to any other premises or building in the Shopping Center or to the operation, repair and maintenance thereof, shall be allocated entirely to such premises or building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to any premises or building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Shopping Center.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Shopping Center already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) If there are one or more Major Tenants (as hereinafter defined) within the Shopping Center, then at Lessor's sole option, the amount to be reimbursed by such Major Tenants to Lessor for all or a portion of the Common Area Operating Expenses may be determined by alternative equitable methods (e.g., a Major Tenant may pay directly for its own security), and the actual amount paid by such Major Tenants shall be credited against the Common Area Operating Expenses allocated to other tenants of the Shopping Center; provided, however, that in such event the rentable area of the buildings leased to such Major Tenants shall be excluded from the rentable area of the Shopping Center for purposes of determining Lessee's Share of Common Area Operating Expenses for those specific items, notwithstanding the percentage set forth in Paragraph 1.7. As used herein, the term "**Major Tenant**" shall mean a tenant leasing at least 15,000 square feet of rentable area within the Shopping Center.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as

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specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use.**

(a) **Agreed Use; Agreed Trade Name.** Lessee shall use and occupy the Premises only for the Agreed Use, and for no other purpose, and Lessee shall operate at the Premises only under the Agreed Trade Name and under no other trade name. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvement on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises, and/or is not in conflict with or incompatible with the existing or proposed uses (whether or not exclusive) of other occupants of the Shopping Center. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Trade Name, so long as the same is not in conflict with or incompatible with the nature and character of the Shopping Center or other existing or proposed uses of other occupants of the Shopping Center. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use and/or Agreed Trade Name.

(b) **Continuous Operation.** Lessee shall continuously (i) operate and conduct the Agreed Use under the Agreed Trade Name within the entire Premises in a reputable manner and in conformity with industry standards of practice prevailing in the field of business among merchants engaged in the same or similar business in the city in which the Premises are located, (ii) staff the Premises with sufficient sales personnel, stock the Premises with adequate merchandise and exercise sound business practices so as to maximize Gross Sales for the benefit of Lessor. At a minimum, Lessee shall keep the Premises continuously open for business Monday through Friday from 9:00 a.m. to 6:00 p.m., Saturday from 9:00 a.m. to 6:00 p.m., and Sunday from 10:00 a.m. to 6:00 p.m. If Lessee fails to comply with the requirements of this Paragraph 6.1(b), then in addition to any and all other rights and remedies of Lessor, Lessee shall pay to Lessor an amount equal to 1/15th of the Base Rent for each day or portion thereof that Lessee fails to so comply. Such sum shall be in addition to, and not a part of, the Base Rent otherwise due under this Lease.

(c) **Violations of Exclusive Use Rights.** Lessee acknowledges that Lessor may grant, or may have previously granted, exclusive use rights to other tenants of the Shopping Center and agrees that a material consideration to Lessor in entering into this Lease is Lessee's covenant to limit its use of the Premises to the Agreed Use under the Agreed Trade Name as set forth above. Lessee's violation of exclusive use rights granted to other tenants of the Shopping Center will result in Lessor suffering irreparable harm and, therefore, in addition to all other rights and remedies available to Lessor, Lessor may seek to enjoin Lessee's breach of such covenant and Lessee shall be liable for any damages incurred or sustained by Lessor to such other tenants whose exclusive use rights are breached by Lessee. In no event shall Lessor be liable to Lessee for any failure of any other tenants of the Shopping Center to operate their businesses, or for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or third parties.

(d) **Other Tenancies.** Lessor, at its sole discretion, reserves the absolute right to establish procedures to control other tenancies in the Shopping Center. Regardless of whether any specific tenants are shown on any site plan attached hereto, Lessee does not rely on that fact, nor does Lessor represent that any specific tenant or number or type of tenants shall or shall not during the Term occupy any portion of the Shopping Center, nor does Lessee rely on any other tenant operating its business in the Shopping Center at any particular time or times. Further, no conduct by any tenant, subtenant or other occupant of, or any customer of, or any supplier to or use of any portion of the Shopping Center shall constitute an eviction, constructive or otherwise, of Lessee from the Premises, and Lessee hereby waives any and all claims that it might otherwise have against Lessor by reason thereof.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation,

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possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Shopping Center not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall

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in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the

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removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums**. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Shopping Center if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease,

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whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Shopping Center, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises or Common Areas which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total Replacement Cost of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full Replacement Cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to

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Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Damage to Shopping Center**. In the event of any damage or destruction to other portions of the Building or to any other buildings in the Shopping Center, whether insured or uninsured (and whether or not there is also damage or destruction to the Premises), which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction, Lessor may either (i) repair such damage or destruction as soon as reasonably possible without expense to Lessee, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage or destruction. Such termination shall be effective 60 days following the date of such notice.

9.7 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Base Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value Insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.8 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Shopping Center, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Shopping Center address. The term "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Shopping Center, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Shopping Center, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Shopping Center by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request, or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. To the extent any such utilities and/or services are not separately metered, Lessee shall pay Lessee's Share thereof in accordance with Paragraph 4.2. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water,

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electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent and Percentage Rent Rate to 110% of the Base Rent and Percentage Rent Rate then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by

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the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A **"Breach"** is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The vacating or abandonment of the Premises. Lessee shall be deemed to have vacated the Premises if Lessee ceases to continuously operate its business in the Premises for a period of 5 consecutive days.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which

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concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Premises, or more than 25% of the parking spaces situated within the parking area, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.13 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Shopping Center, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.13, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance.

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Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the

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affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent and Percentage Rent Rate being 150% of the Base Rent and Percentage Rent Rate payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt

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to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion.

34. **Signs.** Lessor may place on the Premises ordinary "**For Sale**" signs at any time and ordinary "**For Lease**" signs during the last 6 months of the term hereof. All signs must comply with all Applicable Requirements. Lessee shall not place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, exterior walls or the roof of the Building, or anywhere else within the Shopping Center outside of the Premises, or on any interior portions of the Premises that are visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material or any other items without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion. Lessor shall designate the size, shape, color, design, and location of all exterior sign(s) to be installed by Lessee, and Lessee shall, at Lessee's sole cost and expense, fabricate, construct and install all such sign(s) in full compliance with Lessor's designation and in accordance with the Sign Criteria for the Shopping Center attached hereto, if any. Lessee agrees to submit plans and specifications for Lessee's sign(s) for Lessor's written approval within 30 days after the full execution hereof and to install such sign(s) prior to opening for business at the Premises. Lessor, at Lessee's cost, may remove any item placed, constructed or maintained in, upon or about the Premises or Shopping Center which does not comply with this paragraph. In the event there is a pole, pylon or monument sign for the Shopping Center, Lessor shall have the right, but not the obligation, to install lettering designating Lessee's business on such sign, at Lessee's expense, with Lessor's approval of location, size, style and color. All signs that are permanently attached to the Premises or Building shall become the property of Lessor at the expiration or earlier termination hereof; provided, however, that Lessee shall promptly remove all such signs if Lessor so elects, and Lessee shall promptly repair all damage caused by such removal. Lessee shall not place, construct or maintain in, upon or about the Premises any search lights, flashing lights, loudspeakers, phonographs or other visual or audio media.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. In those express instances where consent is within the sole discretion of a party, the party shall have no obligation to adhere to a standard of reasonableness. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that

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Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. While Lessor does not assume any responsibility to provide any security measures or any liability for failure to provide security measures or for any inadequacy thereof, Lessor shall have the authority to institute or continue such security measures as Lessor in its sole discretion deems necessary or appropriate from time to time, the cost and expenses of which shall be considered Common Area Operating Expenses. To the degree directed by Lessor, Lessee shall coordinate its security measures at the Premises with the security measures instituted by Lessor, if any.

41. **Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Building Planning.** Lessor shall have the right at any time or times, upon giving Lessee not less than 60 days prior written notice, to provide and furnish Lessee with space of comparable visibility located elsewhere within any of the buildings within the Shopping Center and to move Lessee into such new space, provided that the usable area of such new space is not less than the usable area of the Premises and provided that all of Lessee's reasonable out-of-pocket moving expenses (including but not limited to the cost of moving Lessee's personal property, the cost of reprinting Lessee's stationery or other business materials with the new address, and the cost to relocate and reinstall tenant improvements and Lessee's telecommunications and computer equipment) shall be paid by Lessor, and provided further that Lessor shall construct at Lessor's expense such improvements to such new space as shall be necessary to place it in a condition that is substantially comparable to the Premises. Except as provided in the immediately preceding sentence, Lessor shall have no obligation to improve such space or pay any other expenses incurred by Lessee as a result of such relocation. On such relocation, the terms and conditions of this Lease shall remain in full force and effect, including but not limited to the Base Rent payable hereunder and Lessee's Share (even if the usable area of such relocated Premises is in excess of the usable area of the Premises), except that the Premises shall be in such new location. Upon Lessor's request, the Parties shall execute an amendment to this Lease in form required by Lessor confirming the relocation of the Premises to such new location. If the new space does not meet with Lessee's approval, which approval Lessee shall give or withhold in accordance with Paragraph 36, Lessee shall have the right to cancel this Lease by giving Lessor written notice thereof within 15 days of receipt of Lessor's notification of its intent to relocate Lessee. Lessee's failure to give such notice within such 15 day period shall be deemed Lessee's approval of the new space. If timely notice is given by Lessee, then this Lease shall terminate unless Lessor rescinds Lessor's prior notice of its intent to relocate Lessee within 10 days after Lessor's receipt of Lessee's notice of cancellation.

43. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

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49. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

50. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☐ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: 4/8/22
By LESSOR:
D/G Financial Management
By: Sandeep Saini
Name Printed: Sandeep Saini
Title: Agent with Authority to execute lease of D/G Financial Management
Phone: 9169739597
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____
Address: _____

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Executed at: Sacramento
On: 4/8/22
By LESSEE:
Highland Community Charter School
By: Murdock Smith
Name Printed: _____
Title: Ex Dir
Phone: (916) 844-2283
Fax: _____
Email: Murdock.Smith@HCCTS.ORG

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____

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Federal ID No.: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Federal ID No.: _____

BROKER

_____

Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

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AIRCRE contracts

ADDENDUM TO LEASE

Date: 3/25/2022
By and Between
Lessor: D/G Financial Management
Lessee: Highland Community Charter School
Property Address: 9555 Folsom Blvd, Suite E & F, Sacramento, CA
(street address, city, state, zip)

Paragraph: 51 - 56

51. Base Rent

Months	Base Monthly Rent
01 - 3	$0.00
04 - 12	$2,465.00 + NNN (est $595)
13 - 24	$2,538.95 + NNN

52. Option to Renew

Lessee shall have an option to renew this lease for One (1) 2 year option provided a written intention to renew is given to Lessor six (6) months prior to the expiration of the initial term of the lease. if Lessee decide to exercise the option period. The lease rate shall be the fair market value or to be negotiated at the time of option is exercised.

53. Condition of Premises

Lessor shall deliver the premises to the tenant in present Where "AS IS" condition. Any structure changes to be approved by the Lessor, and all work to be conducted by a licensed professionals.

54. Landlord's Work

a) HVAC system to be checked and in good working condition at Lessee's possession.

b) Roof to be free from the leaks.

55. Tenant's Work

TBD

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56. Utility

Tenant responsible for their own utility: including electricity, gas, garbage, and internet service, etc. Water and sewage is included in NNN charge.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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HIGHLANDS
COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

D&G x Highlands Rentals - 2024 Leasing Changes

Kyle Saini <kyle@sainicap.com> Thu, Feb 8, 2024 at 4:20 PM
To: Accounts Payable Accounts Payable <ap@hccts.org>

Hi Gracyn,

The consolidated rental price/sqft at Folsom is $1.50 for base rent and $.40 for CAM/NNN. The total rent is $1.90 therefore

E&F - 1700 sqft | $3,230
G - 1600 sqft | $3,040
I&J - 2100 sqft | $3,990

I also see you used the portal to pay, which is great on our end. Will AP be using the portal moving forward or should we be expecting an ACH deposit directly to the provided bank account?

Kyle
[Quoted text hidden]

059 - E, F, I, J

76 - G

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059 - E, F, I, J

076 - G

Addendum to
Standard Industrial/Commercial Multi-Tenant Lease - Net
dated for reference purposes December 24, 2023,
D & G Financial Management, Inc, as Lessor
Highland Community Charter Schools as Lessee,
with reference to the Property located at
9555 Folsom Boulevard Suite E, Suite F, Suite G, Suite I, and Suite J, Rancho Cordova, CA 95827

Lessor and Lessee agree that this Addendum to the above referenced Lease form ("Form") shall modify, delete and replace certain provisions of the Form. The terms of the Form and this Addendum shall collectively be referred to as the "Lease." If the terms of this Addendum are inconsistent or in conflict with paragraphs 1 through 49 of the Form described above, the terms of this Addendum shall be controlling:

50) Base Rent Schedule:

Lessee's base monthly rent, NNN, shall be equal to $1.50 per square foot per month, with three percent (3.0%) annual increases.

Date	Monthly Base Rent, NNN:
February 1, 2024 – December 31, 2024	$8,100.00 + NNN
January 1, 2025 – December 31, 2025	$8,343.00 + NNN
January 1, 2026 – December 31, 2026	$8,593.29 + NNN

51) Operating Expenses:

In addition to the Base Rent set for in Section 50 herein, commencing on the Commencement Date, Lessee shall be responsible to pay before delinquency for all utilities consumed within the premises. Lessee shall be responsible to pay directly for electrical power (SMUD), gas (PG&E), garbage/trash removal, internet, telecommunications, suite alarm, and any janitorial expenses serving the Premises. Lessee shall be responsible to pay for Lessee's share as determined by Lessor for City of Sacramento utility services (water, sewer, stormdrain) as part of NNN/CAM charges.

Lease shall be a NNN structure whereby commencing on the Commencement Date, Lessee shall be responsible to pay for its share of common area operating expenses ("NNN/CAM") as determined by Lessor including, but not limited to real estate taxes and special assessments, insurance, landscape maintenance, HVAC maintenance and replacement, exterior window repair and replacement as necessary, which the Lessee will pay on a monthly basis in addition to Base Rent.

52) Option(s) to Renew:

If Lessee (i) has not at any time during the Original Term of the Lease been in default in any of the terms or provisions of the Lease beyond the applicable cure period; (ii) Lessee is in occupancy and conducting business from the Premises in compliance with all applicable laws; (iii) Lessee has not been late in payment of Base Rent during the Original Term of the Lease; (iv) Lessee has not assigned, subleased or otherwise transferred its interest in the Lease; and (v) Lessee has not sold the business or controlling interest in the business, Lessee shall have the right to extend the Term

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of the Lease for all of the premises for two (2) periods of three (3) years ("Option Term"), under the same terms and conditions contained in this Lease, except the monthly Base Rent shall be increased on the commencement of the Option Term and every twelve (12) months thereafter during the Option Term ("CPI Increase Date(s)") commensurate with the increase in the CPI (as herein defined) determined as follows: The monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than one hundred three percent (103%) of Lessee's then current base rental rate for the month immediately preceding the applicable CPI Increase Date.

The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers for: **San Francisco.**

The term "Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Option Term.

If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

The option to extend the Term of the Lease shall be assumed and executed unless Lessee serves written notice to Lessor, no more than six (6) months and no less than twelve (12) months prior to the expiration of the Original or Option Term, indicating its intention to not exercise the subsequent Option Term.

53) Accessibility Disclosure:

To Lessor's actual knowledge, the property being leased or rented pursuant to this Lease has not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code Section 55.52). The foregoing verification is included in this Lease solely for the purpose of complying with California Civil Code Section 1938 and shall not in any manner affect Lessor's and Lessee's respective responsibilities for compliance with construction-related accessibility standards as provided under this Lease. Lessee hereby waives any and all rights under and benefits of California Civil Code Section 1938 and acknowledges that neither the Building nor the Premises has undergone inspection by a CASp.

54) Compliance:

Notwithstanding any provision of this Lease to the contrary, including without limitation the provisions of Paragraph 2.3 of the Form, Lessor makes no representation or warranty as to the compliance of the Premises with Applicable Requirements, and there shall be no warranty period of any length.

55) Tenant Improvements:

Lessee and Lessor acknowledge that Lessee accepts the Premises in "as-is, where-is, with all faults" condition with the following exception: **None.**

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Lessee shall design, project manage, and independently contract with their own contractor to conduct all construction Lessee requires to open for businss, at Lessee's sole cost and expense. Lessee shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. All work with respect to any addition, alteration or improvements shall be done in a good workmanlike manner by properly qualified, licensed, insured, and bonded personnel approved by Lessor, prior to commencement of any construction, and such approval shall not be unreasonably withheld or delayed.

Lessee shall pay the costs of any work done on the Premises and shall keep the Premises, Building and Project free and clear of any liens of any kind thereof. Except in the case of gross negligence or willful misconduct on the part of Lessor or Lessor's agents and contractors, Lessee shall indemnify, defend against and keep Lessor free and harmless from all liability, loss, damage, cost, attorney's fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Lessee or any person claiming under Lessee.

Upon expiration of the Term of the Agreement and any exercised options or the sooner termination of this Agreement, all of the tenant improvements provided by Lessor and/or Lessee shall immediately become the sole property of the Lessor, including, but not limited to cabinets, sinks, mirrors, and light fixtures.

56) Lessee's Financial Data and Audits:

In the event that the Lessor applies to refinance or sell the property, Lessee shall deliver to Lessor a copy of the financial statement for Lessee and any Guarantor including at least a year end balance sheet and a year-to-date statement of profit and loss, and Federal Tax returns for each of the two most recently completed calendar years, prepared in accordance with generally accepted accounting principles (and, if such is Lessee's and/or Guarantor's normal practice, audited by an independent certified public accountant) all then available subsequent interim statements, and such other financial information as may be reasonably required by Lessor, potential Buyer, or required by an Mortgagee.

57) Signage:

Lessee, at its sole cost, shall be allowed the maximum signage allowable subject to Sacramento City code, Sacramento City ordinances. All signage shall be subject to Lessor's prior written approval, which shall not be unreasonable withheld. Lessee shall be solely responsible for all costs associated with installation and removal of the sign upon the expiration of the lease.

58) Brokerage:

Both Lessor and Lessee acknowledge that Matt Axford and Kimio Bazett of Turton Commerial represents the Lessor ("Lessor's Broker") in this transaction, and that any and all brokerage fees shall be the obligation of the Lessor.

[Signatures to follow on the next page]

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LESSOR:

D & G Financial Management, Inc

DocuSigned by:
By: Sandeep Saini
6648330D323D424...
Name: Sandeep Saini
Title: _____
Date: 1/6/2024

LESSEE:

Highland Community Charter Schools

DocuSigned by:
By: Murdock Smith
8AA7C3E2A596498...
Name: Murdock Smith
Title: _____
Date: 1/6/2024

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AIRCRE contracts

STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only December 24, 2023, is made by and between D & G Financial Management, Inc ("**Lessor**") and Highlands Community Charter Schools ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 9555 Folsom Boulevard Suite E, Suite F, Suite G, Suite I, and Suite J, Rancho Cordova, CA 95827 ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the Premises and the "Project"): a one-story, approximately 10,420 square foot building, on an approximately 174,240 square foot parcel. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking:** Shall be first come, first serve ~~unreserved vehicle parking spaces.~~ (See also Paragraph 2.6)

1.3 **Term:** two (2) years and eleven (11) months ("**Original Term**") commencing February 1,2024 ("**Commencement Date**") and ending December 31, 2026 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon lease execution ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $8,100.00 per month ("**Base Rent**"), payable on the first day of each month commencing February 1, 2024. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Common Area Operating Expenses:** fifty-five percent (55 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $8,100.00 for the period February 1, 2024 to February 29, 2024.

(b) **Common Area Operating Expenses:** The current estimate for the period February 1, 2024 to February 29, 2024 is $2,160.00.

(c) **Security Deposit:** $8,100.00 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $18,360.00.

1.8 **Agreed Use:** education center and administrative office. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Turton Commercial Real Estate License No. 02209803 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Matt Axford License No. 02124801 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

~~Lessee's Brokerage Firm _____ License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).~~

~~Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).~~

~~(b) Payment to Brokers. Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____% of the total Base Rent) for the brokerage services rendered by the Brokers.~~

~~1.11 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)~~

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 58;

☐ a site plan depicting the Premises;

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- [x] a site plan depicting the Project;
- [ ] a current set of the Rules and Regulations for the Project;
- [ ] a current set of the Rules and Regulations adopted by the owners' association;
- [ ] a Work Letter;
- [ ] other (specify): _____ .

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made

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any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

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4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "**Common Area Operating Expenses**" are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge to compensate Lessor for additional time and expenses incurred in handling the dishonored payment and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall bear interest or be considered prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

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6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits

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and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which

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costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums.** The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds

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from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees . If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required

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insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith,

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shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a

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written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to (i) make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, (ii) to provide reasonable evidence of insurance or surety bond, or (iii) to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. Lessor and Lessee agree that the damages to be incurred by the Lessor in the event of Lessee's default of the Lease would be difficult or impossible to calculate and the parties therefore intend to provide by the foregoing for liquidated damages and not a penalty and agree that the sum provided is a reasonable pre-estimate of the probable loss. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover

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any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

~~**15. Brokerage Fees.**~~

~~15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.~~

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said

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monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options**. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

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(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a

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Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, for the remainder of the term hereof and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by

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anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary; (ii) to cause the recordation of parcel maps and restrictions; and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related

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accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____	Executed at: _____
On: 1/6/2024	On: 1/6/2024
By LESSOR: DocuSigned by:	**By LESSEE:** DocuSigned by:
D & S Financial Management, Inc	Highlands Community Charter Schools
Sandeep Saini 6648330D323D424...	Murdock Smith 6AA7C3E2A596498...
By: _____	By: _____
Name Printed: Sandeep Saini	Name Printed: Murdock Smith
Title: _____	Title: _____
Phone: sandeep@sainicap.com	Phone: murdock.smith@hccts.org
Fax: _____	Fax: _____
Email: _____	Email: _____
By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Address: _____	Address: _____
Federal ID No.: _____	Federal ID No.: _____
BROKER	**BROKER**
Turton Commercial Real Estate	_____
Attn: Matt Axford	Attn: _____
Title: Director	Title: _____
Address: 2131 Capitol Ave, Suite 100, Sacramento, CA 95816	Address: _____
Phone: 916.743.6328	Phone: _____
Fax: _____	Fax: _____
Email: mattaxford@turtoncom.com	Email: _____
Federal ID No.: _____	Federal ID No.: _____
Broker DRE License #: 02209803	Broker DRE License #: _____
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Agent DRE License #: 02124801

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HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Success Vang <success.vang@hccts.org>

Olivewood: Highlands Community Charter - Current Balance

Lisa McMurtrie <lmcmurtrie@gallellire.com> Mon, Sep 29, 2025 at 10:54 AM
To: "success.vang@hccts.org" <success.vang@hccts.org>
Cc: Lisa Buck <LBuck@gallellire.com>, Ronald Henry <RHenry@gallellire.com>, Reagan Smith <RSmith@gallellire.com>

Good morning,

Attached is a breakdown of your 2024 CAM Reconciliation. I found an error upon review. The admin fee wasn't calculated on suite 16. Below is the breakdown per unit. Please let me know if you need additional information.

Description	5655-01	5655-09	5655-11	5655-16	5655-18	TOTAL
	7,000	1,716	5,543	3,350	1,340	18,949
	$9,373.00	$2,297.72				
Minimum Rent	~~9,373.00~~	~~2,297.72~~	7,422.08	4,485.65	1,794.26	25,372.71
CAM	3,556.46	871.84	2,816.20	1,708.50	680.81	9,633.81
	12,929.46	**3,169.56**	**10,238.28**	**6,194.15**	**2,475.07**	**35,006.52**

Thank you,

Lisa McMurtrie
GRE MANAGEMENT SERVICES, INC.
Lease Administrator
3005 Douglas Blvd., Suite 200 Roseville, CA 95661
P 916 789 3342
www.gallellire.com

GALLELLI REAL ESTATE

From: Reagan Smith <RSmith@gallellire.com>
Sent: Friday, September 26, 2025 12:33 PM
To: Lisa McMurtrie <lmcmurtrie@gallellire.com>
Cc: Lisa Buck <LBuck@gallellire.com>; Ronald Henry <RHenry@gallellire.com>
Subject: FW: Olivewood: Highlands Community Charter - Current Balance

Good afternoon,

We had the meeting with Highlands regarding their (25,701.29) credit. They would like the CAM reconciliation back up for their current credits. (See email below).

They would also like the breakdown of their rent and CAMs per suite.

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Is that something we can provide them? Thank you.

Kind regards,

Reagan Smith
GRE MANAGEMENT SERVICES, INC.
Junior Property Manager
3005 Douglas Blvd #200, Roseville, CA 95661
P 916 789 3343 F 916 784 2098
www.gallellire.com RSmith@gallellire.com

From: Reagan Smith <RSmith@gallellire.com>
Sent: Tuesday, September 9, 2025 1:28 PM
To: Success Vang <success.vang@hccts.org>
[Quoted text hidden]

[Quoted text hidden]

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3 attachments

Highlands 2024 CAM audit 9.29.25.pdf
121K

2024 Property Tax Invoices-ALL.pdf
36K

2024 Insurance Recap (Proration diff-minor).pdf
195K

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GALLELLI
REAL ESTATE

Matt N. Goldstein
L # 1866233
Roseville, CA 95661
www.GallelliRE.com

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January 30, 2024

Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838

RE: THIRD AMENDMENT TO LEASE - HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
OLIVEWOOD CENTER – SACRAMENTO, CA

On behalf of Matt Goldstein, enclosed via Docusign is the Third Amendment Highlands Community Charter and Technical School at Olivewood Center for execution. Once executed, please send or drop off a check totaling $12,127.00, which is for pre-paid rent and NNN's ($6,063.50) and the additional security deposit ($6,063.50). Please make the check payable to **Olivewood Group.** Location to send or drop off check is:

Gallelli Real Estate
3005 Douglas Blvd., Suite 200
Roseville, CA 95661
ATTN: Brenda Pierce

NNN = $6,063.50 - $4,355.00 = $1,708.50

If you have any questions, please do not hesitate to contact us at the office

Sincerely,

GALLELLI REAL ESTATE

Brenda Pierce

Brenda Pierce

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THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Third Amendment") is effective as of 1/31/2024 and is entered into by and between Olivewood Group, a California general partnership ("Landlord") and Highlands Community Charter and Technical Schools ("Tenant").

Recitals

A. Tenant and Landlord have previously entered into that certain Lease dated as of August 2, 2022, as amended by First Amendment to Lease dated as of November 7, 2022 and Second Amendment to Lease dated as of August 1, 2023 (collectively the "Lease") pursuant to which Tenant leased from Landlord those certain premises known as 5655 Hillsdale Boulevard, Suites 1, 9, 11, and 18, Sacramento, CA 95842 (collectively the "Premises"), as more specifically set forth in the Lease. The Premises currently contains a total of 15,599 square feet of gross leasable area.

B. Landlord and Tenant have agreed to expand the Premises.

C. The current Term of the Lease for Suites 1, 9, 11, and 18 will expire on November 30, 2027 and the parties have agreed to extend the Term of the Lease only for the Additional Expansion Premise, as more specifically set forth below.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals. The recitals set forth above form a material part of this Third Amendment and are incorporated herein by this reference.

2. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

3. Premises. In addition to Suites 1, 9, 11 and 18, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite 16, containing approximately 3,350 square feet of gross leasable area ("Additional Expansion Premises"). Commencing on the earlier of (i) ninety (90) days following the date the Additional Expansion Premises is delivered to Tenant or (ii) the day Tenant opens for business in Suite 16 ("Additional Expansion Premises Commencement Date"), Tenant shall pay Landlord Minimum Rent and Tenant's pro rata share of Common Area Expenses, Real Estate Taxes and Landlord's insurance costs as set forth below. Exhibit A-1 "Additional Expansion Premises" attached hereto and is by this reference incorporated herein.

4. Landlord's Work. Landlord shall deliver the Additional Expansion Premises in its "as is" condition with all utilities in good working order. Subject to reimbursement as set forth below, Tenant shall, in accordance with the provisions of Section 12.2 of the Lease, perform all work necessary to make the Additional Expansion Premises ready for Tenant's Permitted Use ("Tenant's Additional Expansion Premises Work"). Landlord shall provide Tenant with a tenant improvement allowance of up to Fifty-Six Thousand Nine Hundred Fifty and No/100 Dollars ($56,950.00) for the actual cost of Tenant's Additional Expansion Premises Work only, which shall be paid to Tenant within sixty (60) days of Tenant's opening for business

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at the Additional Expansion Premises, subject to the following conditions precedent: (A) no default shall have occurred hereunder, (B) Landlord's receipt of a written certification from Tenant's architect to Landlord that Tenant's Work is complete, (C) Landlord's receipt of final and unconditional lien waivers from the general contractor, any subcontractors, materialmen and suppliers for Tenant's Additional Expansion Premises Work completed showing that they have been paid in full and that no liens are claimed, (D) Landlord's receipt of a certificate of occupancy or copy thereof for the Additional Expansion Premises, and (E) Tenant shall provide Landlord with copies of paid invoices for such Tenant's Additional Expansion Premises Work and signed off permits for Tenant's Additional Expansion Premises Work. Landlord shall be permitted to inspect the Additional Expansion Premises at any time during normal business hours during the performance of Tenant's Additional Expansion Premises Work with reasonable advance notice to Tenant. Tenant is hereby notified, pursuant to the provisions of Civil Code Section 1938, that neither the Additional Expansion Premises nor the building of which the Additional Expansion Premises are a part have undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the Additional Expansion Premises and determine whether the Additional Expansion Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Additional Expansion Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection and the payment of the fee for the CASp inspection. Tenant shall pay the cost of making any repairs necessary to correct any violations of construction-related accessibility standards within the Additional Expansion Premises. The Additional Expansion Premises shall be delivered to Tenant upon full execution of this Third Amendment and Landlord shall not be required to provide written notice to Tenant. Tenant shall deliver to Landlord copies of policies of insurance or certificates thereof for the Additional Expansion Premises (as required under Section 15.1 of the Lease) before delivery to Tenant. Landlord shall not be obligated to deliver possession of the Additional Expansion Premises to Tenant until such items are delivered, but the delivery date shall not be affected or delayed by Landlord's decision not to deliver possession of the Additional Expansion Premises as a result of such failure. Tenant releases Landlord from any claim whatsoever for damages for any delay in delivery of the Additional Expansion Premises to Tenant and the Lease shall not be rendered void or voidable by any such delay.

5. Term. The Term of the Lease for Suites1, 9, 11, and 18 shall expire on November 30, 2027. Notwithstanding the fact that the Lease has terminated for Suites1, 9, 11, and 18, the Term of the Lease for the Additional Expansion Premises only shall commence on the earlier of (i) the date Tenant opens for business in the Additional Expansion Premises or (ii) ninety (90) days after the Additional Expansion Premises is delivered to Tenant ("Additional Expansion Premises Commencement Date") and shall continue for thirty-six (36) full calendar months thereafter ("Additional Expansion Premises Term"). .

6. Minimum Rent. Until the Additional Expansion Premises Commencement Date, Tenant will pay Minimum Rent as set forth in the Second Amendment to Lease for the Premises only. Commencing on the Additional Expansion Premises Commencement Date, monthly Minimum Rent for the Additional Expansion Premises through the first full twelve (12) full calendar months of the Additional Expansion Premises Term, shall be Four Thousand Three Hundred Fifty-Five and 0/100 Dollars ($4,355.00) ($1.30 psf) per month, pro-rated for the initial partial month if applicable. Commencing with the thirteenth (13th) and twenty fifth (25th) full

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calendar months of the Additional Expansion Premises Term, Minimum Rent for the Additional Expansion Premises shall increase to one hundred three percent (103%) of the monthly Minimum Rent for the prior twelve (12) months. Tenant shall pay, Landlord contemporaneously with Tenant's execution of this Third Amendment, monthly Minimum Rent and Landlord's estimate of Tenant's pro rata share of Common Area Expenses, Real Estate Taxes and Landlord's insurance costs in the amount of Six Thousand Sixty-Three and 50/100 Dollars ($6,063.50) which will be applied to the first full month's rent for the Additional Expansion Premises.

7. Security Deposit. Landlord is currently holding a Security Deposit in the amount of Twenty-Six Thousand Four Hundred Six and 01/100 Dollars ($26,406.01)). Tenant shall increase the Security Deposit by paying Landlord, contemporaneously with Tenant's execution of this Third Amendment, Six Thousand Sixty-Three and 50/100 Dollars ($6,063.50) for a total Security Deposit of Thirty-Two Thousand Four Hundred Sixty-Nine and 51/100 Dollars ($32,469.51).

7. Tenant's Pro Rata Share. Notwithstanding anything to the contrary set forth in the Lease, commencing on the Additional Expansion Premises Commencement Date and continuing through the Additional Expansion Premises Term, in addition to Tenant's pro rata share of Common Area Expenses for the Premises, Tenant shall pay Landlord Tenant's Additional Expansion Premises pro rata share of Real Property Taxes and Tenant's pro rata share of insurance maintained by Landlord in the amount of is 6.36%.

8. Signs. Tenant shall be permitted, at Tenant's sole cost and expense, to install signage on the Additional Expansion Premise as permitted in the Lease.

9. Representations and Warranties of Tenant. As a material inducement to Landlord to enter into this Third Amendment, Tenant represents and warrants to Landlord that as of the date of this Third Amendment:

(a) No Default. To Tenant's knowledge, here are no defaults by Landlord or Tenant under the Lease and no circumstance has occurred which, but for the expiration of an applicable grace period, would constitute a default by Landlord or Tenant under the Lease. Tenant has no defense or right of offset under the Lease.

(b) Authority. Tenant has full right, power and authority to enter into this Third Amendment. This Third Amendment and the Lease are binding obligations of Tenant, enforceable in accordance with their terms.

(c) No Assignment. Tenant is the sole lawful tenant under the Lease and Tenant has not sublet, assigned or otherwise transferred any of the right, title or interest of Tenant under the Lease or arising from its use or occupancy of the Premises, and no other person, partnership, corporation or other entity has any right, title or interest in the Lease or the Premises or the right to occupy or use all or any part of the Premises.

10. Amendment to Lease. This Third Amendment represents the entire agreement between Landlord and Tenant regarding the subject matter contained in this Third Amendment and there are no other terms, obligations, covenants, representations, statements or conditions oral or otherwise of any kind whatsoever between the parties regarding the subject matter

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contained in this Third Amendment except as set forth in this Third Amendment. No amendment or modification to this Third Amendment shall be effective unless it is in writing and executed by both Landlord and Tenant. All references to the term "Lease" in this Third Amendment and the Lease shall mean the Lease as amended by this Third Amendment. Except as expressly modified by the terms of this Third Amendment, the Lease remains unchanged and in full force and effect.

12 Counterparts. This Third Amendment may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Tenant and Landlord have executed this Third Amendment as of the date first written above.

LANDLORD: Olivewood Group, a California general partnership

Docusigned by:
VINCENT MAESTRI
By: D08B7BD36ACC450...
Vincent Maestri

TENANT: Highlands Community Charter and Technical Schools

Docusigned by:
Murdock Smith
By: 6AA7C3E2A596498...

Name: Murdock Smith

Its: Executive Director

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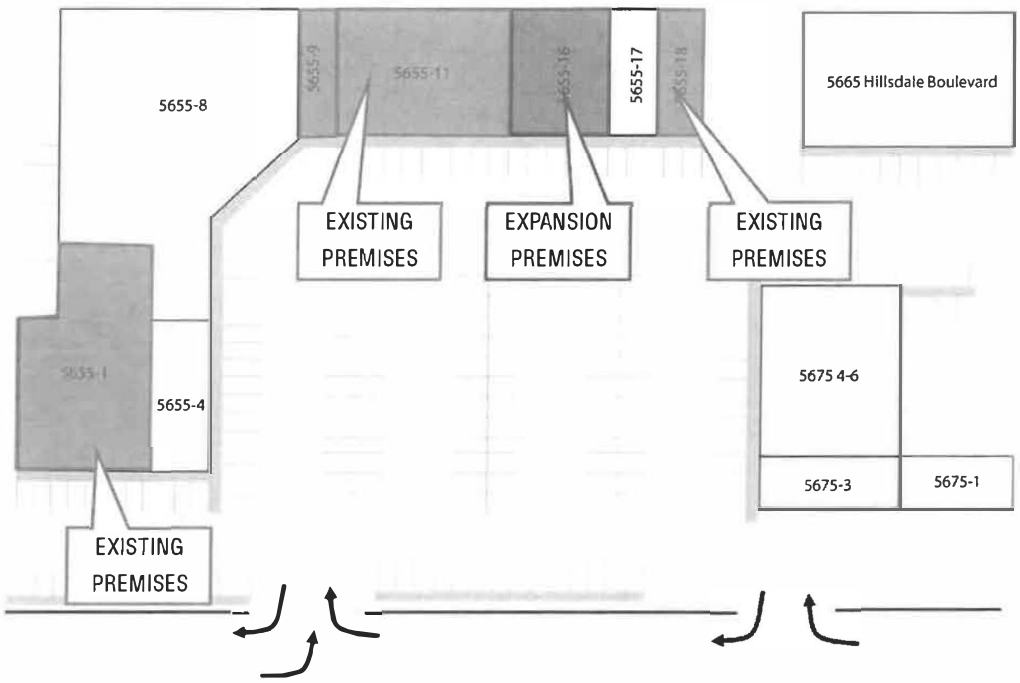
EXHIBIT A-1

ADDITIONAL EXPANSION PREMISES



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HIGHLANDS COMMUNITY CHARTER SCHOOL

Success Vang <success.vang@hccts.org>

5655 Hillsdale Blvd #16

Ronald Henry <rhenry@gallellire.com> Thu, Feb 29, 2024 at 1:50 PM
To: Success Vang <success.vang@hccts.org>

Success,

Here is the breakdown per units (#11 & #18 are going to be together since they are under one amendment)

#1

CAM - $2,871.89
Prop Taxes - $ 459.39
Insurance - $ 225.59
TOTAL - $3,556.87

#9

CAM - $ 703.90
Prop Taxes - $ 112.60
Insurance - $ 55.29
TOTAL - $ 871.79

#11

CAM - $2,273.59
Prop Taxes - $ 363.68
Insurance - $ 178.59
TOTAL - $2,815.86

#18

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CAM -	$	549.68
Prop Taxes -	$	87.93
Insurance -	$	43.18
TOTAL -	$	680.79

Hope this helps.

[Quoted text hidden]

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SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is effective as of 8/1/2023, 2023 and is entered into by and between Olivewood Group, a California general partnership ("Landlord") and Highlands Community Charter and Technical Schools ("Tenant").

Recitals

A. Tenant and Landlord have previously entered into that certain Lease dated as of August 2, 2022, as amended by First Amendment to Lease dated as of November 7, 2022, (collectively the "Lease") pursuant to which Tenant leased from Landlord those certain premises known as 5655 Hillsdale Boulevard, Suites 1 and 9, Sacramento, CA 95842, as more specifically set forth in the Lease (collectively the "Premises"). Suite 1 contains 7,000 square feet of gross leasable area and Suite 9 containing approximately 1,716 square feet of gross leasable area. Prior to this Second Amendment, the Premises are deemed to contain 8,716 square feet of gross leasable area

B. Landlord and Tenant have agreed to expand the Premises.

C. The Term of the Lease will expire on September 30, 2025 and the parties wish to extend the Term.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Premises. In addition to Suites 1 and 9, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suites11 and 18, collectively containing approximately 6,883 square feet of gross leasable area ("Expansion Premise"). Commencing on the earlier of (i) ninety (90) days following the date the Expansion Premise is delivered to Tenant or (ii) the day Tenant opens for business in Suites 11 and 18 ("Expansion Commencement Date"), the Premises will be deemed to contain 15,599 square feet of gross leasable area. Exhibit A "Premises" to the Lease is hereby deleted and replaced with the Exhibit A "Premises" attached hereto and by this reference incorporated herein.

3. Landlord's Work. Landlord shall deliver the Expansion Premise in their "as is" condition except that prior to delivery of the Expansion Premise to Tenant, Landlord shall confirm that the HVAC, electrical and plumbing for the Expansion Premise are in good working order. Subject to reimbursement as set forth herein, Tenant shall, in accordance with the provisions of Section 12.2, perform all work necessary to make the Expansion Premises ready for Tenant's Permitted Use ("Tenant's Expansion Work"). Landlord shall provide Tenant with a tenant improvement allowance of up to One Hundred Seventeen Thousand Eleven and No/100 Dollars ($117,011.00) for the Tenant's Expansion Work only, which shall be paid to Tenant within sixty (60) days of Tenant's opening for business at the Expansion Premises, subject to the following conditions precedent: (A) no default shall have occurred hereunder, (B) Landlord's receipt of a written certification from Tenant's architect to Landlord that Tenant's Work is complete, (C) Landlord's receipt of final and unconditional lien waivers from the general

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contractor, any subcontractors, materialmen and suppliers for work completed showing that they have been paid in full and that no liens are claimed, (D) Landlord's receipt of a certificate of occupancy or copy thereof for the Expansion Premises, and (E) Tenant shall provide Landlord with copies of paid invoices for such work and signed off permits for Tenant's Expansion Work. Landlord shall be permitted to inspect the Expansion Premises at any time during normal business hours during the performance of Tenant's Work with reasonable advance notice to Tenant. Tenant is hereby notified, pursuant to the provisions of Civil Code Section 1938, that neither the Expansion Premises nor the building of which the Expansion Premises are a part have undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the Expansion Premises and determine whether the Expansion Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Expansion Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection. Tenant shall pay the cost of making any repairs necessary to correct the violations of construction-related accessibility standards within the Expansion Premises. The Expansion Premises shall be delivered to Tenant upon full execution of this Lease and Landlord shall not be required to provide written notice to Tenant. Tenant shall deliver copies of policies of insurance or certificates thereof for the Expansion Premises (as required under Section 15.1) to Landlord before delivery of the Expansion Premises. Landlord shall not be obligated to deliver possession of the Expansion Premises to Tenant until such items are delivered, but the delivery date shall not be affected or delayed by Landlord's decision not to deliver possession of the Expansion Premises as a result of such failure. Tenant releases Landlord from any claim whatsoever for damages for any delay in delivery of the Expansion Premises to Tenant and this Lease shall not be rendered void or voidable by any such delay.

4. Term. Commencing on the Expansion Commencement Date, the Term of the Lease is shall be extended by forty-eight (48) months ("Expanded Term"). The parties will execute a letter agreement setting forth the new expiration date within ten (10) business days following the Expansion Commencement Date.

5. Minimum Rent. Until the Expansion Commencement Date, Tenant will pay Minimum Rent on Suites 1 and 9 as set forth in the Lease. Commencing on the Expansion Commencement Date, monthly Minimum Rent for the Premises, through the first full twelve (12) months of the Expanded Term shall be Twenty Thousand Two Hundred Seventy-Eight and 70/100 Dollars ($1.30psf) per month, pro-rated for the initial partial month if applicable. Commencing with the thirteenth (13th), twentieth fifth (25th) and thirty-seventh (37th) months of Expanded Term, monthly Minimum Rent for the Premises shall increase to one hundred three percent (103%) of the monthly Minimum Rent for the prior twelve (12) months. Tenant shall pay, Landlord contemporaneously with Tenant's execution of this Second Amendment, monthly Minimum Rent and Landlord's estimate of Tenant's pro rata share of Common Area Expenses, Real Estate Taxes and Landlord's insurance costs in the amount of Eleven Thousand Seven Hundred Sixth-Nine and 93/100 Dollars ($11,769.93) for the Expansion Premise which will be applied to the first month full month of the Expanded Term.

6. Security Deposit. Landlord is currently holding a Security Deposit in the amount of Fourteen Thousand Six Hundred Thirty-Six and 08/100 Dollars ($14,636.08). Tenant shall increase the Security Deposit by paying Landlord, contemporaneously with Tenant's execution

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of this Second Amendment, Eleven Thousand Seven Hundred Sixth-Nine and 93/100 Dollars ($11,769.93) for a total Security Deposit of Twenty-Six Thousand Four Hundred Six and 01/100 Dollars ($26,406.01).

7. Tenant's Pro Rata Share. Notwithstanding anything to the contrary set forth in the Lease, commencing on the Expansion Commencement Date, Tenant's pro rata share of Common Area Expenses, Tenant's pro rata share of Real Property Taxes and Tenant's pro rata share of insurance maintained by Landlord shall be 29.63%.

8. Permitted Use. In addition to the Permitted Use set forth in the Lease, Tenant shall be permitted to use Suite 18 to operate a student only fitness center.

9. Signs. Tenant shall be permitted, at Tenant's sole cost and expense, to install signage on the Expansion Premise as permitted in the Lease.

10. Representations and Warranties of Tenant. As a material inducement to Landlord to enter into this Second Amendment, Tenant represents and warrants to Landlord that as of the date of this Second Amendment:

(a) No Default. To Tenant's knowledge, here are no defaults by Landlord or Tenant under the Lease and no circumstance has occurred which, but for the expiration of an applicable grace period, would constitute a default by Landlord or Tenant under the Lease. Tenant has no defense or right of offset under the Lease.

(b) Authority. Tenant has full right, power and authority to enter into this Second Amendment. This Second Amendment and the Lease are binding obligations of Tenant, enforceable in accordance with their terms.

(c) No Assignment. Tenant is the sole lawful tenant under the Lease and Tenant has not sublet, assigned or otherwise transferred any of the right, title or interest of Tenant under the Lease or arising from its use or occupancy of the Premises, and no other person, partnership, corporation or other entity has any right, title or interest in the Lease or the Premises or the right to occupy or use all or any part of the Premises.

11. Amendment to Lease. This Second Amendment represents the entire agreement between Landlord and Tenant regarding the subject matter contained in this Second Amendment and there are no other terms, obligations, covenants, representations, statements or conditions oral or otherwise of any kind whatsoever between the parties regarding the subject matter contained in this Second Amendment except as set forth in this Second Amendment. No amendment or modification to this Second Amendment shall be effective unless it is in writing and executed by both Landlord and Tenant. All references to the term "Lease" in this Second Amendment and the Lease shall mean the Lease as amended by this Second Amendment. Except as expressly modified by the terms of this Second Amendment, the Lease remains unchanged and in full force and effect.

12 Counterparts. This Second Amendment may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Tenant and Landlord have executed this Second Amendment as of the date first written above.

LANDLORD: Olivewood Group, a California general partnership

DocuSigned by:
VINCENT MAESTRI
By: D08B7BD36ACC450...
Vincent Maestri

TENANT: Highlands Community Charter and Technical Schools

DocuSigned by:
Murdock Smith
By: 6AA7C3E2A596498...
Name: Murdock Smith
Its: Executive Director

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EXHIBIT D

OLIVEWOOD SHOPPING CENTER

COMMENCEMENT CERTIFICATE

RE: First Amendment dated November 7, 2022, between Olivewood Group, a California general partnership ("Landlord") and Highlands Community Charter and Technical Schools ("Tenant") for the Premises in 5655 Hillsdale Blvd. Suites 11&18, Sacramento, CA commonly known as Olivewood ShoppingCenter .

Tenant hereby verifies that the dates and amounts stated below are correct and further acknowledges and accepts possession of the Premises.

Area: Approx. 6,883 gross leaseable square feet
Amendment Commencement Date: December 5, 2023
Rent Commencement Date: December 5, 2023
Lease Expiration Date: November 30, 2027

TENANT:

Rich Henning

By: Rich Henning
Title Director of School Services
Date: JUly 12, 2024

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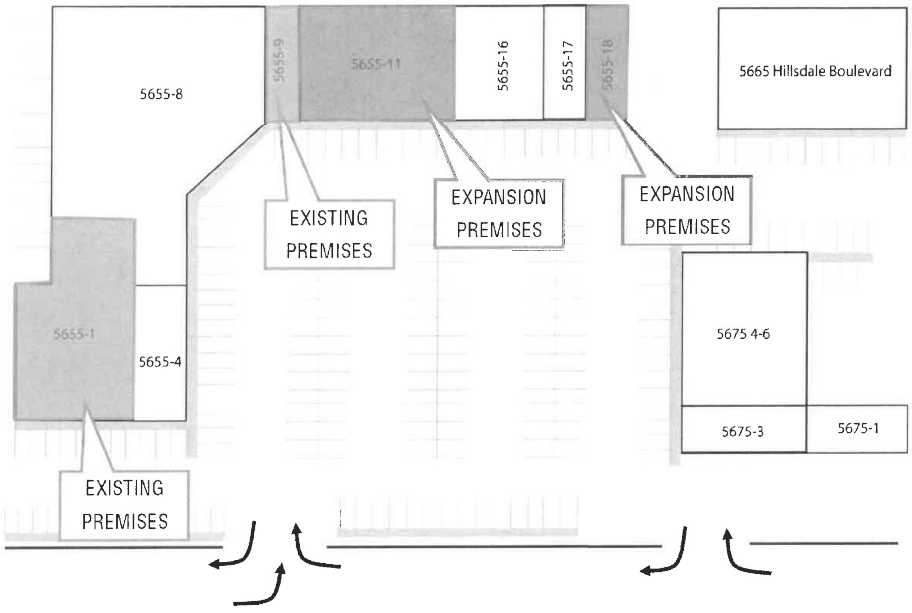
EXHIBIT A

PREMISES



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FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is effective as of November 7, 2022 and is entered into by and between Olivewood Group, a California general partnership ("Landlord") and Highlands Community Charter and Technical Schools ("Tenant").

Recitals

A. Tenant and Landlord have previously entered into that certain Lease dated as of August 2, 2022 ("Lease") pursuant to which Tenant leased from Landlord those certain premises known as 5655 Hillsdale Boulevard, Suite 1, Sacramento, CA 95842 (the "Premises"), as more specifically set forth in the Lease. Suite 1 contains 7,000 square feet of gross leasable area.

B. The Term of the Lease will expire on September 30, 2025.

C. Landlord and Tenant have agreed to expand the Premises.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Definitions. All capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Premises. In addition to Suite 1, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord Suite 9 containing approximately 1,716 square feet of gross leasable area. Commencing on the earlier of (i) ninety (90) days following the date the Suite 9 is delivered to Tenant or (ii) the day Tenant opens for business in Suite 9 ("Suite 9 Commencement Date"), the Premises will be deemed to contain 8,716 square feet of gross leasable area. Exhibit A "Premises" to the Lease is hereby deleted and replaced with the Exhibit A "Premises" attached hereto and by this reference incorporated herein.

3. Landlord's Work. Landlord shall deliver Suite 9 in its "as is "condition except as specifically set forth herein. Prior to delivering Suite 9 to Tenant, Landlord will paint the interior of Suite 9 in a color to be agreed between the parties, replace the water stained ceiling tiles, clean the carpet in Suite 9 and confirm that the HVAC, electrical and plumbing are in good working order. At Tenant's sole election but provided such possession does not delay or interfere with Landlord's work as set forth herein, Tenant shall be permitted to take possession of Suite 9 prior to Landlord's completion of Landlord's work.

4. Term. The Term of the Lease shall not be changed and the parties agree that the expiration date of the Lease is September 30, 2025.

5. Minimum Rent. Notwithstanding anything to the contrary set forth in the Lease, the parties have agreed that, on the Suite 9 Commencement Date, Minimum Rent for the Suite 9 shall be Two Thousand Five Hundred Seventy-Four and 00/100 Dollars ($2,574.00) per month for the remainder of the Term. Tenant shall pay, Landlord contemporaneously with Tenant's execution of this First Amendment, Minimum Rent for Suite 9 for the month of November, 2022. There shall be no change to the Minimum Rent for Suite 1.

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6. Security Deposit. Landlord is currently holding a Security Deposit in the amount of Eleven Thousand Four Hundred Ten and 00/100 Dollars ($11,410.00). Tenant shall increase the Security Deposit by paying Landlord contemporaneously with Tenant's execution of this First Amendment Three Thousand Two Hundred Twenty Six and 08/100 Dollars ($3,226.08) for a total Security Deposit of Fourteen Thousand Six Hundred Thirty Six and 08/100 Dollars ($14,636.08).

7. Tenant's Pro Rata Share. Notwithstanding anything to the contrary set forth in the Lease, commencing on the Suite 9 Commencement Date, Tenant's pro rata share of Common Area Expenses, Tenant's pro rata share of Real Property Taxes and Tenant's pro rata share of insurance maintained by Landlord shall be 16.56%.

8. Representations and Warranties of Tenant. As a material inducement to Landlord to enter into this First Amendment, Tenant represents and warrants to Landlord that as of the date of this First Amendment:

(a) No Default. To Tenant's knowledge, here are no defaults by Landlord or Tenant under the Lease and no circumstance has occurred which, but for the expiration of an applicable grace period, would constitute a default by Landlord or Tenant under the Lease. Tenant has no defense or right of offset under the Lease.

(b) Authority. Tenant has full right, power and authority to enter into this First Amendment. This First Amendment and the Lease are binding obligations of Tenant, enforceable in accordance with their terms.

(c) No Assignment. Tenant is the sole lawful tenant under the Lease and Tenant has not sublet, assigned or otherwise transferred any of the right, title or interest of Tenant under the Lease or arising from its use or occupancy of the Premises, and no other person, partnership, corporation or other entity has any right, title or interest in the Lease or the Premises or the right to occupy or use all or any part of the Premises.

9. Amendment to Lease. This First Amendment represents the entire agreement between Landlord and Tenant regarding the subject matter contained in this First Amendment and there are no other terms, obligations, covenants, representations, statements or conditions oral or otherwise of any kind whatsoever between the parties regarding the subject matter contained in this Amendment except as set forth in this First Amendment. No amendment or modification to this First Amendment shall be effective unless it is in writing and executed by both Landlord and Tenant. All references to the term "Lease" in this First Amendment and the Lease shall mean the Lease as amended by this First Amendment. Except as expressly modified by the terms of this First Amendment, the Lease remains unchanged and in full force and effect.

10. Counterparts. This First Amendment may be signed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Tenant and Landlord have executed this First Amendment as of the date first written above.

LANDLORD: Olivewood Group, a California general partnership

DocuSigned by:
By: VINCENT MAESTRI
B08B7BD36ACC450...
Vincent Maestri, Managing Partner

TENANT:

Highlands Community Charter and Technical Schools

By: _____
Murdock Smith, Executive Director

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EXHIBIT A

PREMISES

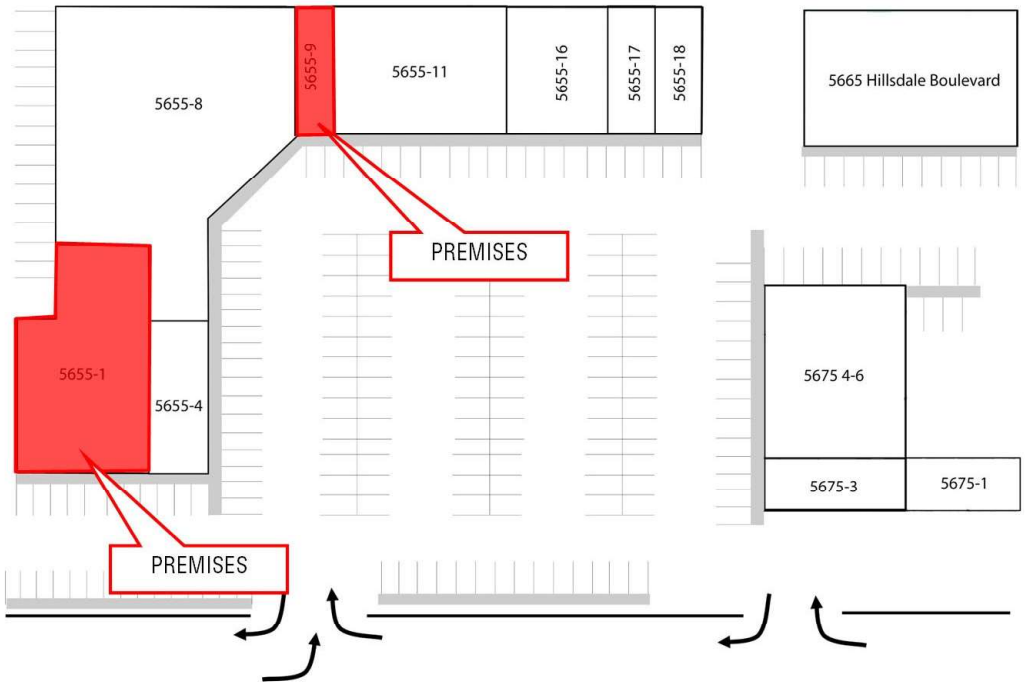

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EXHIBIT D

OLIVEWOOD SHOPPING CENTER

COMMENCEMENT CERTIFICATE

RE: Lease dated August 2, 2022, between Olivewood Group, a California general partnership ("Landlord") and Highlands Community Charter and Technical Schools ("Tenant") for the Premises in 5655 Hillsdale Blvd. Suite 1, Sacramento, Ca commonly known as Olivewood ShoppingCenter.

Tenant hereby verifies that the dates and amounts stated below are correct and further acknowledges and accepts possession of the Premises.

Area:	Approx. 7,000	gross leaseable square feet
Lease Commencement Date:	August 3, 2022	
Rent Commencement Date:	September 6, 2022	
Lease Expiration Date:	September 30, 2025	

TENANT:

By: Murdock Smith
Title Executive Director/CEO
Date: October 12, 2022

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GALLELLI REAL ESTATE

Matt N. Goldstein
Vice President
Retail
L #01886233
mgoldstein@GallelliRE.com

Gallelli Real Estate
3005 Douglas
Blvd.,#200
Roseville, CA 95661

P 916 772-1700
F 916 784 2098
www.GallelliRE.com

August 1, 2022

Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838

RE: HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS LEASE
OLIVEWOOD CENTER – SACRAMENTO, CA

On behalf of Matt Goldstein, enclosed via Docusign is the lease for Highlands Community Charter and Technical School at Olivewood Center for execution. Once executed, please send or drop off a check totaling $22,820.00 for pre-paid rent and NNN's ($11,410.00) and the security deposit ($11,410.00). Please make the check payable to **Olivewood Group.** Location to send or drop off check is:

Gallelli Real Estate
3005 Douglas Blvd., Suite 200
Roseville, CA 95661
ATTN: Brenda Pierce-Knutson

If you have any questions, please do not hesitate to contact us at the office

Sincerely,

GALLELLI REAL ESTATE

Brenda Pierce-Knutson

Brenda Pierce-Knutson

Enclosures (2)

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BASIC LEASE PROVISIONS

The terms used in Paragraphs A through S shall have the meaning set forth below for each such term. Certain other defined terms shall have the meaning set forth elsewhere in the Lease and Exhibits hereto.

A. Lease Reference Date: August Day 2022.

B. Landlord: Olivewood Group, a California general partnership.

C. Tenant: Highlands Community Charter and Technical Schools.

D. Tenant's Trade Name: Highlands Community Charter and Technical Schools.

E. Shopping Center:

Name: Olivewood Shopping Center
City: Sacramento
State: California

F. Premises:

The area shown by hatch-marks on Exhibit A containing approximately 7,000 square feet of gross leasable area, having an address of 5655 Hillsdale Boulevard, Suite 1.

G. Term:

Thirty-six (36) months, plus the first partial month, if any, commencing on the Rent Commencement Date and ending on the thirty-sixth (36th) full calendar months after the Rent Commencement Date (the "Lease Expiration Date").

H. Lease Commencement Date:

The date Landlord delivers the Premises to Tenant.

I. Rent Commencement Date:

The earlier of ninety (90) days after the Lease Commencement Date or the date Tenant opens for business in the Premises.

J. Minimum Rent:

Months	Rate Per Square Foot	Monthly Rent
1-12	$1.25	$8,750.00
13-24	$1.29	$9,030.00
24-36	$1.33	$9,310.00

K. Percentage Rent Rate:

None

L. Security Deposit:

Eleven Thousand Four Hundred Ten and 00/100 Dollars ($11,410.00) which shall be paid simultaneously with Tenant's execution hereof.

M. Prepaid Rent:

Simultaneously with Tenant's execution hereof, Tenant shall prepay the amount of Eleven Thousand Four Hundred Ten and 00/100 Dollars ($11,410.00) which is equal to the first month's Minimum Rent and Landlord's estimate of Tenant's pro rata share of Common Area Expenses, Tenant's pro rata share of Real Property Taxes and Tenant's pro rata share of insurance maintained by Landlord, which shall be applied to the first month's payment of each of the foregoing charges Landlord's estimate of Tenant's pro rata share of Common Area Expenses, Tenant's pro rata share of Real Property Taxes and Tenant's pro rata share of insurance maintained by Landlord for the calendar year 2022 is $0.38 psf per month.

N. Intentionally Omitted

O. Permitted Use:

Tenant shall use the Premises for the operation of an adult charter school and for no other purpose whatsoever.

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P. Landlord's Address for Notices, Payment, Telephone Number and Facsimile Number:

Olivewood Group
c/o Gallelli Real Estate
3005 Douglas Boulevard, Suite 200
Roseville, CA 95661
Attn: Christina Cook
Phone (916) 772-1700
Facsimile (916) 784-2098

Q. Tenant's Address for Notices, Billing, Telephone Number and Facsimile Number:

Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838
Phone:
Facsimile:
Email: rich.henning@hccts.org

Or after the Lease Commencement Date, the address of the Premises.

R. Guaranty:

None.

S. Broker:

Landlord: Gallelli Real Estate

Tenant: None

EXHIBITS:

Exhibit A	Site Plan
Exhibit B	Construction Provisions
Exhibit C	Rules and Regulations
Exhibit D	Commencement Certificate
Exhibit E	Sign Criteria
Exhibit F	Estoppel Certificate

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THIS LEASE AGREEMENT (this "Lease") is dated as of the Lease Reference Date specified in Paragraph A and is made by and between the Landlord as defined in Paragraph B and the Tenant as defined in Paragraph C.

1. LEASE OF PREMISES

1.1. Lease and Hiring: Landlord leases to Tenant, and Tenant leases from Landlord, the Premises described in Paragraph F for the Term defined in Paragraph G, at the rent, and upon the terms, covenants and conditions contained in this Lease.

1.2. Initial Improvements: Tenant agrees and acknowledges that Landlord has not agreed to install any improvements to the Premises or perform any work to ready the Premises for occupancy by Tenant. Tenant acknowledges that Tenant has inspected the Premises and is relying solely on this inspection and not on any statement made by Landlord or any agent of Landlord regarding the physical condition of the Premises or the Shopping Center. Tenant accepts the Premises "as is," in its present condition. Subject to reimbursement as set forth herein, Tenant shall, in accordance with the provisions of Section 12.2, perform all work necessary to make the Premises ready for Tenant's Permitted Use ("Tenant's Work"). Landlord shall provide Tenant with a tenant improvement allowance of up to Twenty Thousand and No/100 Dollars ($20,000.00) for the initial improvements to the Premises, which shall be paid to Tenant within sixty (60) days of Tenant's opening for business at the Premises, subject to the following conditions precedent: (A) no default shall have occurred hereunder, (B) Landlord's receipt of a written certification from Tenant's architect to Landlord that Tenant's Work is complete, (C) Landlord's receipt of final and unconditional lien waivers from the general contractor, any subcontractors, materialmen and suppliers for work completed showing that they have been paid in full and that no liens are claimed, (D) Landlord's receipt of a certificate of occupancy or copy thereof for the Premises, and (E) Tenant shall provide Landlord with copies of paid invoices for such work and signed off permits for such work. Landlord shall be permitted to inspect the Premises at any time during normal business hours during the performance of Tenant's Work with reasonable advance notice to Tenant. Tenant is hereby notified, pursuant to the provisions of Civil Code Section 1938, that neither the Premises nor the building of which the Premises are a part have undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection. Tenant shall pay the cost of making any repairs necessary to correct the violations of construction-related accessibility standards within the Premises. The Premises shall be delivered to Tenant upon full execution of this Lease and Landlord shall not be required to provide written notice to Tenant. Tenant shall deliver copies of policies of insurance or certificates thereof (as required under Section 15.1) to Landlord before delivery of the Premises. Landlord shall not be obligated to deliver possession of the Premises to Tenant until such items are delivered, but the delivery date shall not be affected or delayed by Landlord's decision not to deliver possession of the Premises as a result of such failure. Tenant releases Landlord from any claim whatsoever for damages for any delay in delivery of the Premises to Tenant and this Lease shall not be rendered void or voidable by any such delay.

1.3. Substantial Completion: Intentionally Omitted.

1.4. Site Plan: Exhibit A sets forth a general site plan of the Shopping Center. Landlord may, in its sole discretion, change the number, locations and dimensions of the buildings, the premises therein, the driving lanes, driveways, walkways, parking spaces and other improvements. Landlord reserves the right to make additions and alterations to all buildings and/or the Common Area.

1.5. Intentionally Omitted

1.6. Landlord's Reserved Rights: Landlord reserves (i) the exclusive use of the exterior walls (other than the storefronts), the roof, the airspace above the roof and the space below the floor slab; and (ii) the right to install, maintain, use, repair and/or replace pipes, ducts, conduits and wires in the space above the interior surfaces of the ceilings, below the finished floor, within the demising walls of the Premises and in all of the Common Area.

1.7. Surrender of Premises: On the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in good condition and repair, broom clean. Tenant shall remove at its own expense Tenant's personal property, whether installed in the Premises by Tenant or any permitted occupant. At the time of expiration or termination, floor coverings, wall coverings, special ceilings, lighting fixtures, electrical panels, HVAC systems and parts thereof, built-in trade fixtures, equipment and appliances that are attached to the walls or the floor, shall be considered Landlord's property unless Landlord first consents in writing to removal by Tenant. If the Premises or the Shopping Center are damaged as a result of the removal of Tenant's personal property, Tenant shall promptly pay to Landlord the cost of repair. Tenant shall complete such removal on or before the expiration or termination of this Lease, or Landlord may, at Landlord's option, retain any or all of Tenant's personal property and title thereto shall thereupon vest in Landlord without the execution of documents of sale by Tenant. Thereafter, Landlord may remove any or all items of Tenant's personal property from the Premises and dispose of them in any manner Landlord sees fit. In that event, Tenant shall pay upon demand to Landlord the actual expenses of removal and disposition, together with Interest (as defined in Section 34.9) from the date of payment by Landlord until repayment.

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2. BUSINESS RIGHTS AND RESTRICTIONS

2.1. Use: The Premises shall be used and occupied solely for the Permitted Use set forth in Paragraph O and under Tenant's Trade Name set forth in Paragraph D and for no other purpose or trade name whatsoever without Landlord's prior written consent, which consent shall not be unreasonably withheld. In this regard, Tenant agrees that Landlord shall be acting reasonably in withholding consent to any proposed change in use or trade name if Landlord reasonably determines that the changed use or trade name will: (i) conflict with or duplicate the principal use or trade name of any other tenant or occupant of the Shopping Center; (ii) violate any exclusive use or other agreement between Landlord and any other tenant or occupant of the Shopping Center; (iii) be incompatible with the existing tenant mix or the retail/commercial character of the Shopping Center; (iv) increase the premiums for any insurance required to be carried or carried by Landlord on the Premises, the building in which the Premises is located or the Shopping Center; (v) require any alteration, addition or improvement to be made by Landlord to the Premises, the building in which the Premises is located or the Shopping Center (or to the mechanical, plumbing or electrical systems thereof); (vi) result in any increase in expenses to be incurred by Landlord in the operation, management, maintenance or repair of the Premises, the building in which the Premises is located, or the Shopping Center; (vii) result in any increase in the use of the parking areas in the Common Area which would adversely affect the parking available in the Common Area to other tenants and occupants of the Shopping Center; (viii) cause the Minimum Rent payable hereunder at the time and/or thereafter during the Term of this Lease to be less than the Minimum Rent which would be payable in the competitive trade area by a tenant using the Premises for the proposed changed use; or (ix) violate any applicable law, ordinance, rule, regulation or order or any provision of this Lease. Landlord shall also be acting reasonably in withholding consent to any proposed change in use or trade name if Tenant is in default under any term or condition of this Lease. Tenant agrees that the foregoing grounds upon which Landlord may reasonably withhold consent to a proposed change of use or trade name are not intended to be exclusive or to preclude Landlord from relying on other grounds which may be reasonable at the time in withholding consent to a proposed change of use or trade name. The current exclusives uses of other tenants in the Shopping Center, as of the date of this Lease, is listed on Exhibit F, attached hereto and by this reference incorporated herein.

2.2. Restrictions: Tenant shall not, without Landlord's prior written consent (i) conduct any auction or bankruptcy sale except pursuant to court order; (ii) conduct any fire sale except as a result of a fire in the Premises; (iii) conduct any "going out of business sale," "lost our lease sale," or any other like kind of sale or event; or (iv) sell any so-called "surplus," "Army and Navy," or "secondhand" goods on or from the Premises. Tenant shall not use the Common Area for any of the following purposes: (a) placement of any fence, wall, structure, or other obstruction of any kind; (b) keeping, displaying, advertising, promoting, storing or selling any merchandise or Tenant's personal property; (c) conducting business activities of any kind without Landlord's prior written consent; (d) affixing bumper stickers on vehicles or distributing handbills or other advertising matter; (e) overnight parking of vehicles of any type; and (f) permitting any person to use the Common Area for solicitations, demonstrations or any other activities that would interfere with the conduct of business in the Shopping Center.

2.3. Intentionally Omitted

2.4. Rules: Tenant shall comply fully with the rules and regulations attached hereto as Exhibit C and the restrictions described in Section 29.2 and any reasonable amendments, modifications or additions thereto as may hereafter be adopted and published by notice to Tenant, and to cause its subtenants, licensees, concessionaires, agents, contractors and employees to comply therewith. Landlord shall endeavor to enforce the rules but shall not be responsible for the noncompliance by any other tenants or occupants of the Shopping Center.

2.5. Compliance with Laws: Tenant shall promptly comply with any and all present and future governmental laws, ordinances, rules, regulations and orders applicable to the Premises and Tenant's use and occupancy thereof (collectively, "Laws"). Tenant's obligations hereunder shall include the making of alterations, additions and improvements required by any Law for the conduct or continuance of Tenant's business on the Premises. Tenant acknowledges that Tenant's covenant to comply with all Laws is a material part of the bargained-for consideration under this Lease. Tenant's obligation to comply with Laws shall include, without limitation, the responsibility of Tenant to make substantial or structural repairs and alterations to the Premises regardless of, among other factors, the relationship of the cost of curative action to the rent payable under this Lease, the length of the then remaining Term hereof, the relative benefit of the repairs to Landlord or Tenant, the degree to which the curative action may interfere with Tenant's use or enjoyment of the Premises, the likelihood that the parties contemplated the particular Law involved, and whether the Law involved is related to Tenant's Permitted Use. All such alterations made by Tenant pursuant to this Section 2.5 shall be made in compliance with Article 12 of this Lease.

3. TERM

3.1. Binding Effect, Duration: This Lease shall be legally binding on both parties as of the Lease Reference Date specified in Paragraph A, notwithstanding the later commencement of the Term of the Lease. Within thirty (30) days following the Rent Commencement Date, Landlord and Tenant shall execute a certificate in form attached as Exhibit D setting forth the Lease Commencement Date as defined in Paragraph H, the Lease Expiration Date as defined in Paragraph G and the Rent Commencement Date as defined in Paragraph I.

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3.2. Lease Year: "Lease Year" shall mean each period during the Term commencing on January 1 and ending on December 31 next succeeding, except that (i) the first Lease Year shall commence on the first day of the Term and end on December 31 next succeeding and (ii) the last Lease Year shall end on the Lease Expiration Date.

3.3. Option: If Tenant (i) has not at any time during the Term of this Lease been in default in any of the terms or provisions of this Lease beyond the applicable cure period; (ii) Tenant is in occupancy and conducting business from the Premises; (iii) Tenant has not been late in payment of Rent more than two (2) times during the Term of this Lease and (iv) Tenant has not assigned, subleased or otherwise transferred its interest in this Lease, Tenant shall have the right to extend the Term of this Lease for one (1) period of three (3) years ("Option Term"), under the same terms and conditions contained in this Lease, except that the Minimum Rent to be paid by Tenant to Landlord for the Option Term shall be as determined in accordance with Section 3.3.1 below. Tenant shall have no further right to automatically extend the Lease Term at the expiration of the Option Term. To exercise the option to extend the Term of this Lease, Tenant shall serve written notice to Landlord, no more than three hundred sixty (360) days and no less than one hundred eighty (180) days prior to the expiration of the initial Term, indicating its intention to exercise the option to extend. Once Tenant has served the written notice to extend, such notice may not be rescinded. For purposes of the Lease, the definition of "Term" shall be deemed to include the Option Term for which Tenant timely and property exercised its option.

3.3.1. Minimum Rent: The Minimum Rent for the Premises for the first year of the Option Term shall be as determined below, as of the commencement of the Option Term. The Minimum Rent for the second and third years of the Option Term shall be one hundred three percent (103%) of the amount payable immediately preceding such year.

3.3.1.1. Initial Determination: The fair market rent for the first year of the Option Term shall be the greater of (i) the fair market rent for the Premises as determined pursuant to the procedure set forth in Sections 3.3.1.2 and 3.3.1.3 below or (ii) the Minimum Rent for the last year of the initial Term as increased by the CPI.

3.3.1.2 Designation of Arbitrator The fair market rent for the first year of the Option Term shall be determined by mutual agreement of the parties, or if the parties are unable to agree within thirty (30) days after Tenant's exercise of the option If the parties are not able to mutually agree on fair market rent within thirty (30) days after Tenant's exercise of the option, within fifteen (15) days after such thirty-day period, Landlord and Tenant shall each notify the other party of the name and address of the person designated to act as arbitrator on such party's behalf and the two arbitrators shall within ten (10) days thereafter select a third arbitrator. If they are unable to agree upon such appointment within five (5) business days after expiration of such ten (10) day period, the third arbitrator shall be selected by the parties themselves. If the parties do not agree on the third arbitrator within five (5) business days after expiration of the foregoing five (5) business day period, then either party, on behalf of both, may request appointment of such a qualified person by the then president of the Sacramento Real Estate Board. Each arbitrator must be an MAI real estate appraiser or commercial real estate broker with at least seven (7) years of full-time commercial experience who is familiar with the fair market rent of retail property located in the vicinity of the Premises. If either Landlord or Tenant fails to notify the other party of the designation of its arbitrator by the time herein specified, then the sole arbitrator appointed shall act as arbitrator on behalf of both Landlord and Tenant in determining the fair market rent.

3.3.1.3 Procedure: Within thirty (30) days after the designation of arbitrator(s) in accordance with Section 3.3.1.2 above, each arbitrator shall state, in writing, his or her determination of the fair market rent, supported by the reasons therefor, and shall make counterpart copies for the other arbitrators and for Landlord and Tenant. If a party's arbitrator fails to deliver his or her own determination to the other arbitrators within such thirty (30) day period, then the determination of the other party's arbitrator shall be the fair market rent and shall be final and binding upon the parties. If only one arbitrator is designated pursuant to Section 3.3.1.2, then such arbitrator's determination of the fair market rent shall be final and binding on the parties. The role of the third arbitrator shall be to select which of the two proposed fair market rents most closely approximates his or her determination of fair market rent. The third arbitrator shall have no right to propose a middle ground or any modification of either of the two proposed determinations. The determination he or she chooses as that most closely approximating his or her determination of the fair market rent shall constitute the decision of the arbitrators and shall be final and binding upon the parties.

3.3.1.4 General: Each party shall pay the fees and expenses of its respective arbitrator, and each party shall pay fifty percent (50%) of the fees and expenses of the third arbitrator. If the arbitration is not concluded prior to the commencement of the Option Term, then Tenant shall pay Minimum Rent equal to one hundred three percent (103%) of the Minimum Rent payable immediately preceding the Option Term. After Minimum Rent for the first year or the Option Term is determined by as set forth above, then any adjustment required to adjust the amount previously paid shall be made by payment by the appropriate party within ten (10) days after the determination of fair market rent. In the event of a failure, refusal or inability of any arbitrator to act, his or her successor shall be appointed by him or her, but in the case of the third arbitrator, his or her successor shall be appointed in the same manner as that set forth herein with respect to the appointment of the original third arbitrator. The arbitrators shall have no power to modify the provisions of this Lease.

4. RENT

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4.1. Amount and Manner of Payment: Commencing on the Rent Commencement Date, and on the first day of each full or partial calendar month of the Term, Tenant shall pay Landlord the Minimum Rent specified in Paragraph J (subject to adjustment as provided in this Lease). Minimum Rent, as may be adjusted, shall be due and payable in advance on the Rent Commencement Date and thereafter on the first day of each month. All Rent (as defined below) shall be paid to Landlord in lawful money of the United States of America at the address specified for payment in Paragraph P or at such other place as Landlord may from time to time designate in writing. All rent shall be paid to Landlord without prior notice, demand, deduction or offset except as expressly provided in this Lease.

4.2. Partial Months: Minimum Rent for any partial month shall be prorated on the ratio which the number of days in such month bears to thirty (30), and as so prorated, shall be paid on its due date.

4.3. Additional Rent: Tenant shall pay all sums and charges other than Minimum Rent (collectively referred to as "Additional Rent") as such sums and charges are required to be paid pursuant to the terms of this Lease, and any riders, addenda or modifications hereto. Designation of such sums and charges as Additional Rent is made for the sole purpose of calculating the amount due Landlord in the event of Tenant's default and not for the purpose of measuring any tax or fee on rent. If such sums or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as Additional Rent with the next installment of Minimum Rent. Nothing herein shall be deemed to suspend or delay the payment of any such sums or charges or to limit any other remedy of Landlord. All amounts of Minimum Rent and Additional Rent payable in a given month shall comprise a single rental obligation of Tenant to Landlord. Minimum Rent and Additional Rent are sometimes collectively referred to as "Rent."

5. INTENTIONALLY OMITTED

6. LATE CHARGES

Tenant acknowledges that late payment of Rent will cause Landlord to incur expenses in an amount that will be impractical or extremely difficult to ascertain. Accordingly, if any installment or payment of Rent due from Tenant is not received by Landlord or Landlord's designee within ten (10) days of the due date, Tenant shall pay to Landlord as Additional Rent, in addition to Interest thereon as provided in Section 34.9, a late charge equal to ten percent (10%) of the amount due. The parties agree that this late charge represents a fair and reasonable estimate of the cost that Landlord will incur, in addition to Interest on the money involved, because of the late payment. Acceptance of such late charge by Landlord shall in no event constitute a waiver of any default with respect to such overdue amount or prevent Landlord from exercising any or all of the other rights and remedies granted under this Lease.

7. SECURITY DEPOSIT

(a) Simultaneously with the execution of this Lease, Tenant will deposit with Landlord the Security Deposit designated in Paragraph L (the "Base Security Amount") as security for the payment and faithful performance of Tenant's obligations under the Lease and not as prepayment of Rent.

(b) Regardless of the Base Security Amount, if two (2) or more Events of Default with respect to the payment of Rent have occurred within any six (6) month period during the Term (whether or not such Events of Default are subsequently cured by Tenant or waived in whole or in part by Landlord), Landlord shall have the right, at any time prior to expiration of the next succeeding Lease Year, to demand that Tenant increase the Security Deposit (or post a Security Deposit if the Base Security Amount is zero) by an amount equal to one hundred percent (100%) of one month's Rent (including one month of Minimum Rent, and one month of Additional Rent, as then estimated by Landlord). All amounts owing under this Section 7(b) from Tenant shall be due and payable within thirty (30) days following Landlord's written demand therefore, and Tenant's failure to tender such (increased) Security Deposit amount within the prescribed time shall be an Event of Default for non-payment of Rent (without the necessity of any further notice to Tenant).

(c) If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit (i) for the payment of any sum in default, (ii) for any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or (iii) to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default (and in this regard Tenant hereby waives the provisions of California Civil Code Section 1950.7(c) and any similar or successor statute providing that Landlord may claim from a security deposit only those sums necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant, or to clean the Premises). If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Failure to do so shall be a default under this Lease.

(d) Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. If Tenant assigns its interest in this Lease (in accordance with the applicable provisions of this Lease), the Security Deposit shall automatically be transferred by Landlord to Tenant's successor, notwithstanding any agreements between Tenant and its successor. If Tenant shall fully perform every provision of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option to the last assignee of Tenant's interest) in a reasonable period of time following expiration of the Term. In the event of termination of Landlord's interest

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in this Lease, Landlord shall transfer the Security Deposit to Landlord's successor, and Landlord shall thereupon be released from any further obligation or liability with respect to the Security Deposit.

(e) In the event of bankruptcy or other debtor-creditor proceedings against Tenant, or such other proceeding as set forth in Article 21 hereof, the Security Deposit shall be deemed to be applied first to the payment of Rent due Landlord for all periods prior to filing of such proceedings.

8. NOTICES

Whenever a provision is made for either party to notify the other or for notice, demand, or request for consent or approval, or grant or withholding of consent or approval (collectively "Notice"), the Notice shall be in writing and signed by or on behalf of the party giving the notice and served by personal delivery, registered or certified mail or overnight courier. If served by registered or certified mail, the Notice shall be deposited in the United States Mail, postage prepaid, with return receipt requested, addressed to the party to whom such notice is to be given at the address stated in Paragraphs P and Q, as applicable, unless subsequently changed in writing and shall be conclusively deemed served on the date indicated on the return receipt. If served by overnight courier, the Notice shall be conclusively deemed served on the date of delivery or attempted delivery as shown in the courier's records. If delivery is refused or the Notice is unclaimed, the Notice shall be conclusively deemed served forty-eight (48) hours after mailing. Nothing in this Article 8 shall limit Landlord's right to serve notices or process on Tenant in any manner permitted by law. If Tenant consists of more than one person, Tenant appoints the person identified in Paragraph Q as Tenant's authorized agent for receipt of notices, demands and service of process. Further, service of notice upon any employee of Tenant shall be deemed to be service on Tenant and any subtenants. The address of either party or the name and address of Tenant's agent, may be changed for the purpose of this Article 8 only by written Notice to the other party.

9. TENANT'S OPERATING COVENANTS

9.1. Continuous Operation: Tenant shall open for business on the Rent Commencement Date, furnish and install in the Premises all fixtures, equipment and furnishings reasonably necessary for the operation of Tenant's business, staff the Premises with an adequate number of employees and carry a sufficient stock of merchandise in an amount, character and quality in accordance with sound business practices, and continuously and without interruption operate the business which it is permitted to operate (subject only to the applicable provisions of Article 18) at all times during the Term. Tenant shall remain open for business to the general public during no less than five (5) days per week between the hours of 8:00AM and 9:30PM.

10. SIGNS AND PROMOTION

10.1. Interior Signs: Tenant may, at its sole cost and expense, erect upon the interior sales area of the Premises all signs and advertising material customary and appropriate in the conduct of Tenant's business that have been approved in writing by Landlord and that comply with all applicable Laws and the requirements of this Article 10.

10.2. Exterior Signs: Tenant shall, at its cost and expense, install an exterior sign on its store facia that complies with Landlord's Sign Criteria for the Shopping Center as described in Exhibit E or otherwise prescribed from time to time by Landlord, and all applicable Laws and the requirements of this Article 10.

10.3. Installation and Maintenance: Tenant's signs and advertising material shall be professionally designed and manufactured and shall be installed and removed by a licensed electrician (if applicable). Tenant shall at its cost and expense maintain and keep in good repair all installations, signs and advertising devices that it is permitted to install. If Tenant fails to maintain its exterior sign(s), Landlord, after not less than three (3) days' written notice to Tenant, may perform such repairs at Tenant's expense. Tenant shall reimburse Landlord for such expenses within ten (10) days after written notification of Landlord's expenditure. Tenant shall secure a sign maintenance contract with a sign contractor approved by Landlord within thirty (30) days after the Lease Reference Date. Failure to do so is a breach of this Lease. Tenant's signs must be installed and operating concurrently with Tenant's opening for business. Tenant's sign box and/or raceway, if any, shall be deemed real property once installed, but Tenant shall remove Tenant's sign lettering when it surrenders the Premises. Tenant shall not erect, place, paint, or maintain in or on the Premises, any signs or advertising media, including, without limitation, searchlights, radios, televisions, loudspeakers, flags, balloons or any other object of any kind, which are visible or audible outside the Premises. Tenant shall not affix or paint upon the glass panes or window supports, doors and/or exterior walls of the Premises, any signs, advertising placards, names, insignias, trademarks, descriptive materials or other such items. Tenant shall not change the color, size, location, composition, material, wording or design of any sign or advertisement in or on the Premises that has been previously approved by Landlord and governmental authority without the prior written approval of Landlord and governmental authority.

11. REPAIRS AND MAINTENANCE

11.1. Landlord's Repairs: Landlord shall keep in good condition and repair the foundations, structural portions, exterior walls, roof and heating, ventilating and air conditioning ("HVAC") systems of the building (including the Premises for the first twelve (12) months of the Term only) within which the Premises

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is located (excluding therefrom all windows, doors, plate glass, show cases and storefronts), reasonable wear and tear and any damage caused by any act or omission of Tenant or its employees, agents, invitees, licensees, contractors or subtenants excepted. Landlord shall not be required to make any repairs unless Tenant has notified Landlord of the need for such repairs and Landlord shall have had a reasonable period of time thereafter to commence and complete said repairs. Such maintenance and repair of the structural portions and foundations of the building within which the Premises is located and other Shopping Center buildings shall be at Landlord's sole cost and expense; the costs and expenses incurred by Landlord in discharging the other maintenance and repair responsibilities described above shall be deemed Common Area Expenses under Section 16.5 and prorated pursuant to Section 16.6. Tenant waives any right now or hereafter granted by law to make any repairs under this Section 11.1 upon Landlord's failure to do so hereunder or otherwise. Landlord, at its election, may employ an air conditioning and/or roof service company to provide preventive maintenance, repairs and replacements for and to the HVAC systems and/or roof. Preventive maintenance, repairs and replacements to the roof or HVAC systems shall be included in Common Area Expenses.

11.2. Tenant's Repairs: Except as provided in Section 11.1, Tenant shall, at its sole cost and expense, maintain, repair and replace the Premises in good and sanitary order and condition, including, without limitation, the storefront, doors, signs, entrances, exits, non-structural interior walls, ceilings, floor coverings, skylights, window casements, plate glass, glazing, bathroom fixtures and sinks, plumbing, pipes located within the demising walls of the Premises, electrical wiring and conduits and the HVAC serving the Premises exclusively. Tenant hereby waives all rights to make repairs at the expense of Landlord, and Tenant waives all rights to make repairs provided for by Sections 1941 and 1942 of the California Civil Code. By entering the Premises, Tenant shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair.

11.3. Construction: If any excavation or other construction shall be made or is about to be made in the Shopping Center or in a nearby street, Tenant shall permit Landlord, its agents, employees, licensees and contractors to enter the Premises and to (a) shore the foundations, footings and walls, (b) erect scaffolding and protective barricades in and around the Premises (but not so as to preclude entry thereto) and (c) do any act or thing necessary for the safety or preservation of the Premises and the building in which the Premises are located. Tenant's obligations under this Lease shall not be affected by the foregoing activities. Landlord shall not be liable for inconvenience, disturbance, loss of business or any nuisance related to these activities; but Landlord shall complete the work expeditiously and shall use commercially reasonable efforts to have the work done in a manner that will cause as little inconvenience and disturbance to Tenant as practicable, consistent with accepted construction practices.

12. ALTERATIONS

12.1. Alterations by Tenant: Tenant shall not make or permit to be made any alterations, additions or changes (collectively called "Alterations") to any part of the Premises without first obtaining the written consent of Landlord. The Alterations shall be owned by Tenant until the expiration or earlier termination of the Term. Any Alterations that are not designated for removal pursuant to Section 12.2 shall become a part of the Premises. Any Alterations designated by Landlord for removal that remain in the Premises after the time designated for removal shall be conclusively deemed abandoned and may be disposed of or retained by Landlord as permitted by Law; title thereto shall be automatically vested in the Landlord upon the termination of this Lease. Regardless of Landlord's consent, any Alterations that require the penetration of the roof, walls or floor or that affect the mechanical, electrical or HVAC systems shall be installed at Tenant's sole risk, and Tenant shall be liable for all consequential damages resulting from the installation. Any damage caused to the Premises by the removal of Alterations designated by Landlord for removal shall be repaired by Landlord and paid for by Tenant concurrently with removal.

12.2. Construction Requirements: Any and all Alterations made by Tenant under Section 1.2 or Section 12.1 shall be designed by a competent licensed architect or structural engineer and shall be made under the supervision of such architect or engineer by financially sound, bondable contractors of good reputation in accordance with plans and specifications (including material and color samples) approved in writing by Landlord before commencement of any work. Landlord may require in connection with its consent to any Alterations that (i) any contractor or major subcontractors provide payment and completion bonds in such amounts and with sureties acceptable to Landlord; (ii) Tenant deliver a set of plans and specification approved by the building department; and (iii) Tenant remove all or a portion of the Alterations as designated by Landlord. Tenant shall reimburse Landlord, as Additional Rent, the reasonable expenses incurred by Landlord in evaluating Tenant's proposed Alterations. All Alterations made by Tenant hereunder shall be performed in a good and workmanlike manner, diligently prosecuted to completion, and using new materials. Tenant shall notify Landlord at least thirty (30) days prior to commencement of any work in connection with such Alterations so that Landlord may post, file and/or record any notice of non-responsibility or other notice required under applicable mechanic's lien laws. Upon completion of any work hereunder, Tenant shall record in the office of the County recorder where the Shopping Center is located a notice of completion or any other notice required or permitted by applicable mechanic's lien law to commence the running of, or terminate, any period for the filing of liens or claims, and shall deliver to Landlord any certificate of occupancy or other equivalent evidence of completion of such work in accordance with the requirements of applicable law. Tenant shall perform or cause performance of all work hereunder in accordance with such rules and regulations as Landlord may from time to time prescribe with respect thereto, and in such manner so as not to obstruct or interfere with access to the premises of any other tenant or owner of the Shopping Center, the business of any such tenant or owner conducted therein, or any portion of the Common Area. Prior to commencing any work hereunder, Tenant shall supply to

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Landlord evidence that its contractor or contractors have procured such insurance as Landlord may prescribe in connection with such work. Upon completion of any Alteration to the Premises, Tenant shall provide Landlord with "as built" drawings reflecting the completed condition of such work.

13. TAXES

13.1. Personal Property Taxes: Commencing on the Rent Commencement Date, Tenant shall be liable for and shall pay before delinquency all taxes or other charges levied or assessed against trade fixtures, equipment, furnishings, merchandise and other personal property at the Premises, whether or not affixed to the realty. If any of Tenant's personal property is assessed as part of the real property of which the Premises are a part, Tenant shall pay to Landlord as Additional Rent upon demand the amount of such taxes or assessments levied or assessed against said personal property. For the purpose of determining said amount, figures supplied by the tax assessor or other taxing authority as to the amount so assessed shall be conclusive.

13.2. Real Property Taxes:

13.2.1. Definition of Real Property Taxes: The term "Real Property Taxes" is used in the broadest possible sense and it shall include (i) any taxes, general or special assessment together with statutory interest thereon, license fees, business taxes, rental taxes, excise taxes, value added taxes, levies or charges of any kind whatsoever imposed by any governmental entity of any kind against or upon the Shopping Center or any interest of Landlord therein, including the right to rent or other income therefrom, the business of leasing, or the change in ownership of real property; (ii) any taxes, assessments, levies, license fees, business taxes, impositions in lieu taxes, fees, excises or charges measured by the value of real property or imposed as a charge for any governmental services or improvements such as, but not limited to, fire or police protection, public transportation, street or sidewalk maintenance or refuse removal; (iii) any taxes, assessments, levies, license fees, business taxes, impositions in lieu taxes, fees, excises or charges which are levied against, upon, measured by or attributable to any and all leasehold improvements to the Premises over and above the base building shell, whether installed or paid for by Landlord or Tenant, and upon any and all fixtures, equipment and personal property installed or located in the Premises, or levied upon, measured by or reasonably attributable to the cost or value of any of the foregoing; (iv) any imposition enacted by way of substitution for or in addition to all or any of the impositions described in subparagraphs (i) through (iii); and (v) the reasonable costs incurred by Landlord in contesting any real property taxes or assessments, including fees of attorneys, consultants, accountants and appraisers. Real Property Taxes shall not include Landlord's federal or state income, inheritance or estate taxes. Real Property Taxes for the first and last years shall be prorated to coincide with the beginning and end of the Term.

13.2.2. Method of Calculation and Payment: Commencing on the Rent Commencement Date, Tenant shall pay to Landlord as Additional Rent, Tenant's pro rata share (as described in Section 16.6) of the amount of all Real Property Taxes described in Section 13.2.1, which at Landlord's option shall be based upon (i) the amount of such expenses actually incurred during the billing period, payable within ten (10) business days after billing, or (ii) equal monthly installments that have been estimated in advance by Landlord for a particular calendar year, payable on the first day of each calendar month. Landlord shall, after the end of each calendar year, adjust any estimated expenses to reflect the actual expenses incurred for that year. Any underpayment shall be paid by Tenant within ten (10) days of billing and any overpayment shall be credited to the next installment of Additional Rent due from Tenant under this Lease. If the Premises are separately assessed, Tenant shall pay all Real Property Taxes levied or assessed against the Premises in lieu of paying a pro rata share of Real Property Taxes for the Shopping Center. If the Premises are not separately assessed, or if more than the Premises is included in any assessment, then the amount of any real property tax assessment shall be prorated according to building area, and Tenant shall only be responsible for that portion of the real property tax assessment which is equal to the proportion which the number of square feet of gross leasable area in the Premises bears to the total number of square feet of gross leasable area constructed on the property covered by such assessment or tax. If any assessment covers all or any portion of the Common Area, then the amount of the assessment attributable to the Common Area shall be excluded therefrom. The foregoing computation of Tenant's liability shall be based only upon buildings exclusive of the Common Area. The figures supplied by the tax assessor or other taxing authority as to the amount assessed shall be conclusive. If such figures are not available from the tax assessor or other taxing authority, Landlord's reasonable allocation of the assessment attributable to the Common Area, if made in good faith, shall be binding upon Tenant. If Landlord elects not to estimate Tenant's share of Real Property Taxes on a monthly basis, Tenant shall pay, as Additional Rent, Tenant's pro rata share of Real Property Taxes, within ten (10) days after delivery of Landlord's written statement.

14. UTILITIES

Tenant shall pay for the cost of connecting all utilities to the Premises, including water, sewage, gas, electricity and telephones. Commencing on the Lease Commencement Date, Tenant shall pay before delinquency all separately metered charges for water, gas, heat, electricity, cable, power, sewer, telephone, trash removal and all other services or utilities charged to it or any of its subtenants, licensees or concessionaires (collectively referred to as "Utilities"). If any charges for Utilities not separately metered shall be billed to Landlord, the amount shall be prorated and Tenant shall pay to Landlord upon demand, as Additional Rent, an amount equal to that proportion of the total charges which the number of square feet of gross leasable area in the Premises bears to the total number of square feet of gross leasable area using

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such Utilities. For utilities or services which are not separately metered, Landlord may, in lieu of prorating on the foregoing basis, determine the amount of use of such services by Tenant on the basis of Tenant's actual or reasonably estimated usage. Landlord and Tenant will comply with any government enforced recycling programs.

15. INSURANCE

15.1. Tenant's Insurance:

15.1.1. Tenant's Liability Insurance: Tenant shall, at all times during the Term of this Lease, at Tenant's sole expense, procure and maintain in full force commercial general liability insurance utilizing the standard ISO Occurrence Form CG0001, or equivalent, insuring against liability for bodily injury and property damage occurring on the Premises and any portion of the Common Area subject to Tenant's exclusive control. This insurance shall include, but not be limited to, coverages known as personal and advertising injury, products and completed operations liability and contractual liability with a single limit per occurrence of not less than Two Million and 00/100 Dollars ($2,000,000.00) for all bodily injury and property damage liability claims and an annual aggregate of not less than Three Million and 00/100 dollars ($3,000,000.00) for all claims and shall include the following endorsements: (i) deleting any employee exclusion on personal injury coverage; (ii) including coverage for injuries to or caused by employees; (iii) providing for blanket contractual liability coverage (including Tenant's indemnity obligations contained in this Lease); and (iv) a cross liability endorsement. All such insurance: (i) shall be primary and non-contributory; (ii) shall provide for severability of interests; (iii) shall provide that an act or omission of one of the insureds shall not reduce or void coverage to any other insureds; and (iv) shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

15.1.2. Tenant's Automobile Insurance: If applicable, Tenant shall, at all times during the Term of this Lease, at Tenant's sole expense, procure and maintain in full force non-owned automobile liability insurance in an amount of no less than One Million and 00/100 Dollars ($1,000,000.00) per claim, combined single limit.

15.1.3. Tenant's Workers' Compensation Insurance: Tenant shall, at all times during the Term of this Lease, at Tenant's sole expense procure and maintain in full force workers' compensation insurance in compliance with the applicable Laws of the State of California, and employer's liability insurance in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00).

15.1.4. Tenant's Property Insurance: Tenant shall, at all times during the Term of this Lease, at its sole expense, procure and maintain in full force, property insurance covering Tenant's furniture, fixtures, equipment, and other personal property in, upon or about the Premises and Alterations to the Premises made by Tenant in an amount equal to one hundred percent (100%) of the insurable replacement cost of the insured property. Tenant shall obtain endorsements to such insurance for (i) building glass, (ii) loss of business income, (iii) extra expense in such amounts as will reimburse Tenant for direct or indirect loss of earnings and incurred costs attributable to the perils commonly covered by Tenant's property insurance, and (iv) loss caused by mechanical or electrical equipment breakdown (commonly referred to as boiler and machinery). Coverage must be provided on the Special Extended Coverage form utilizing ISO Form CP1030, or equivalent, and shall include a sprinkler leakage endorsement. The proceeds of such insurance shall, so long as this Lease is in effect, be used for the repair or replacement of the furniture, fixtures, equipment and other personal property so insured.

15.2. Landlord's Insurance:

15.2.1. Landlord's Property and Other Insurance: Landlord shall, during the Term of this Lease, procure and maintain in full force and effect a policy or policies of fire insurance covering the buildings within the Shopping Center, with standard extended coverage, vandalism, malicious mischief and sprinkler leakage endorsements, loss of rent insurance (also known as rent continuation insurance), and earthquake and/or flood coverage if available at commercially reasonably premiums or required by Landlord's lender, and such other insurance in such amounts and covering such other perils or hazards deemed appropriate by Landlord. The amount and scope of coverage of Landlord's insurance hereunder shall be determined by Landlord from time to time in its sole discretion and shall be subject to such deductible amounts as Landlord may elect. Landlord shall have the right to reduce or terminate any insurance or coverage called for by this Section 15.2 to the extent that any such coverage is not reasonably available in the commercial insurance industry from recognized carriers or not available at a cost which is in Landlord's judgment commercially reasonable under the circumstances. All insurance proceeds payable under Landlord's casualty insurance carried hereunder shall be payable solely to Landlord, and Tenant shall have no interest therein.

15.2.2. Method of Calculation and Payment: Commencing on the Rent Commencement Date, Tenant shall pay to Landlord as Additional Rent, Tenant's pro rata share of the cost of all insurance maintained by Landlord hereunder, or otherwise, on all or any portion of the Shopping Center, which at Landlord's option shall be based upon (i) the amount of such expenses actually incurred during the billing period, payable within ten (10) business days after billing, or (ii) equal monthly installments that have been estimated in advance by Landlord for a particular calendar year, payable on the first day of each calendar month. Landlord may adjust the monthly estimated sum at the

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end of each calendar quarter on the basis of Landlord's reasonably anticipated costs. Landlord shall, after the end of each calendar year, adjust any estimated expenses to reflect the actual expenses incurred for that year. Any underpayment shall be paid by Tenant within ten (10) days after billing and any overpayment shall be credited to the next installment of Additional Rent due from Tenant under this Lease. Tenant's pro rata share of said cost shall be equal to the ratio which Tenant's gross leasable area bears to the total gross leasable area in the Shopping Center which is from time to time occupied and open for business (but in no event less than ninety percent (90%) of the total gross leasable area in the Shopping Center regardless of occupancy).

15.3. General Insurance Requirements:

15.3.1. Acceptable Companies: Insurance required to be carried by Tenant shall be written by companies satisfactory to Landlord and licensed to do business in California.

15.3.2. Certificates of Insurance: No policy shall be subject to cancellation, amendment or reduction in coverage except upon at least thirty (30) days' prior written notice to Landlord and to each additional insured, except that ten (10) days' prior written notice may be given in the case of nonpayment of premiums. All Tenant's insurance (other than Workers' Compensation) shall name Landlord, and such other persons or entities as Landlord may from time to time designate, as an additional insured and Tenant shall provide to Landlord an additional insured endorsement certificate. On or before the Lease Commencement Date and not less than ten (10) days' prior to the expiration of the term of such coverage, Tenant shall deliver to Landlord certificates of all insurance required to be carried by Tenant hereunder, showing that such policies are in full force and effect in accordance with this Article 15. If Tenant fails to comply with this requirement, Landlord may obtain appropriate insurance. Tenant shall pay Landlord the premium cost upon demand with Interest from the date of Landlord's payment to the date of Tenant's reimbursement.

15.3.3. Blanket Insurance: Each party shall be entitled to fulfill its insurance obligations by maintaining a so-called "blanket" policy of insurance providing specific endorsement coverage which is not less than that required in this Article 15; provided that the coverage afforded Landlord will not be reduced or diminished and the requirements set forth in this Lease shall otherwise be satisfied by such blanket policy or policies.

15.3.4. Adequate Insurance: If, in the opinion of Landlord's insurance advisor, the amount or scope of such coverage is deemed inadequate at any time during the Term, Tenant shall increase such coverage to such reasonable amounts or scope as Landlord's advisor deems adequate. Landlord shall have the right to approve the amount of deductible under each policy of insurance required under this Lease.

15.4. Mutual Release and Waiver of Subrogation: Landlord and Tenant each waives its right of recovery against the other on account of any and all claims Landlord or Tenant may have against the other, whether in contract or tort, with respect to any risk which could be insured against by insurance required to be carried hereunder or otherwise carried, including any deductible thereunder (whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance or self-insures the loss or damage) or which right of recovery arises from loss of earnings or rents resulting from loss or damage caused by such a risk. Each insurance policy carried by Landlord or Tenant hereunder, or which either may obtain with respect to the Premises or the Shopping Center independent of the obligations hereunder, shall provide that the insurer waives all rights of recovery by way of subrogation against Landlord or Tenant in connection with all matters included within the scope of the waiver of recovery contained in this Section 15.4.

16. COMMON AREA

16.1. Definition of Common Area: The "Common Area" is the entire area within the Shopping Center that is not leased or available for lease. The Common Area includes, without limitation, building walls and perimeter walls, canopies, supporting columns and roofs. The Common Area also includes all facilities in the Shopping Center that are intended for common use including, but not limited to, driveways, driving lanes, parking areas, lighting, service areas, pylons, signs, sidewalks and landscaping. Any area shown on Exhibit A shall be deemed to be Common Area until such time as it is improved with a building.

16.2. Use of Common Area: Tenant and Tenant's permitted occupants and their respective invitees, customers and employees shall have the nonexclusive right to use the Common Area in common with Landlord, other owners of portions of the Shopping Center, other tenants and their permitted occupants, and their respective invitees, customers and employees for the use and purposes designated by Landlord.

16.3. Operation and Control of the Common Area: The Common Area shall be under the exclusive management and control of Landlord who shall operate and maintain the Common Area during the Term. The manner of operation and the expenditures therefor shall be in Landlord's sole discretion. Landlord reserves the right to appoint a substitute operator to carry out any or all of Landlord's Common Area rights and duties. Landlord shall have the right to reasonably designate, relocate and limit the use of particular areas or portions of the Common Area for the efficient management, operation, maintenance and use thereof, and Tenant shall comply with these restrictions, as long as parking for the Premises is not

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materially adversely affected. Landlord shall have the right to conduct special promotional activities on the Common Area.

16.4. Employee Parking: Landlord shall have the right to designate areas within the Common Area, or reasonably adjacent thereto, for the purpose of parking automobiles and other light vehicles of transportation of Tenant, its subtenants, concessionaires, licensees, agents, representatives and employees. Tenant, its subtenants, concessionaires, licensees, agents, representatives and employees shall park their vehicles only in the areas designated by Landlord. Tenant shall, within five (5) days after written notice from Landlord, furnish to Landlord the state and license numbers of said vehicles in order to facilitate enforcement of this provision.

16.5. Maintenance and Common Area Expenses: Except as provided in the Article 17 and 18, Landlord shall maintain the Common Area in good repair, including establishing reserves for and/or making replacements when and where necessary. Without limitation, Landlord's obligation shall include the following items: (i) management of the Common Area and the Shopping Center; (ii) cleaning and steam cleaning; (iii) general maintenance and repairs; (iv) painting; (v) sweeping and janitorial services; (vi) rubbish removal (exclusive of charges covered under Article 14); (vii) providing labor (including payment of wages, benefits and payroll taxes for such labor), materials, and supplies in connection with the operation and maintenance of the Common Area; (viii) providing and maintaining utility systems and services, including payment of sewer service fees (exclusive of charges covered under Article 14); (ix) resurfacing, resealing, remarking, painting or restriping paved and unpaved surfaces; (x) maintaining, repairing reserving for replacement of and replacing all sidewalks, curbs, walkways, parking areas, roof, HVAC systems, structural portions of the buildings within the Shopping Center, landscaping, planting and irrigation systems, Shopping Center signs, trash facilities, loading and delivery areas, lighting, drainage and directional or other signs, markers and bumpers; (xi) maintaining and repairing security systems and alarms; (xii) costs incurred directly or indirectly to ensure that any building or Common Area system (including, without limitation, security devices, alarm systems, HVAC systems and utility equipment) will accurately process date and/or time data; (xiii) payment of premiums for workers' compensation, property, public liability and other insurance on or attributable to the Common Area of the Shopping Center (without duplication for charges made under Article 15) and any deductible under such insurance which Landlord incurs or pays following an insured casualty; (xiv) payment of rental cost for or straight-line depreciation on tools, machinery and equipment used in connection with the Common Area; (xv) payment of all real property and personal property taxes and assessments levied or assessed against or attributed to the Common Area of the Shopping Center (without duplication for charges made under Article 13); (xvi) payment of any regulatory fee or surcharge or similar imposition imposed by governmental requirements relating to the parking facilities in the Shopping Center, whether measured by the spaces or areas devoted to parking, the traffic generated by the Shopping Center or otherwise; (xvii) payment of the cost of a security service and/or security system if Landlord determines that such security is necessary; (xviii) cleaning, collection, storage and removal of trash, rubbish, dirt and debris; (xix) servicing and maintaining and monitoring any fire sprinkler system; (xx) any alterations, additions or improvements required to be made to the Common Area in order to comply with applicable Laws; (xxi) all other items necessary to keep the Common Area in a state of good and sanitary repair and in compliance with all applicable Laws; and (xxii) 3rd party property management fees The total of all costs and expenses paid or incurred by Landlord in connection with the operation, maintenance, ownership and repair of the Common Area as described in this Section 16.5 and an administrative fee equal to fifteen percent (15%) of (i) the obligations incurred by Landlord pursuant to this Section 16.5 and (ii) the insurance premiums paid by Landlord pursuant to Section 15.2.2 shall be defined as "Common Area Expenses" for purposes of this Lease.

16.6. Tenant's Contribution: Commencing on the Rent Commencement Date, Tenant shall pay to Landlord monthly, as Additional Rent, Tenant's pro rata share of the Common Area Expenses paid or incurred by Landlord pursuant to Section 16.5 based either on (a) the amount of such expenses actually paid or incurred during the billing period, payable within ten (10) business days after billing, or (b) equal monthly installments that have been estimated in advance by Landlord for a particular calendar year, payable on the first day of each month. Landlord may adjust the monthly estimated sum at the end of each calendar quarter on the basis of Landlord's reasonably anticipated costs. Landlord shall, after the end of each calendar year, adjust any estimated expenses to reflect the actual expenses incurred for that year. Any underpayment shall be paid by Tenant within ten (10) days of billing and any overpayment shall be credited to the next installment of Additional Rent due from Tenant under this Lease. In the event Tenant disputes inclusion within any billing by Landlord of any item of Common Area Expenses, Tenant shall not be permitted to withhold payment of its entire pro rata share of Common Area Expenses pending resolution of such dispute. Tenant's pro rata share shall be equal to the ratio which Tenant's gross leasable area bears to the total gross leasable area in the Shopping Center which is from time to time occupied and open for business (but in no event less than ninety percent (90%) of the total gross leasable area in the Shopping Center regardless of occupancy). Notwithstanding the ratio set forth above, if Tenant benefits from a service which is utilized by less than all tenants at the Shopping Center, Tenant's pro rata share for that service shall be equal to the ratio which Tenant's gross leasable area bears to the total gross leasable area of those tenants in the Shopping Center utilizing that particular service. Further, in those situations where occupants of freestanding buildings or major tenants such as department stores, supermarkets, drug stores or the like, maintain portions of the Common Area at their own expense, Tenant's pro rata share shall be equal to the ratio which Tenant's gross leasable area bears to the gross leasable area of the Shopping Center exclusive of the foregoing tenants or occupants.

16.7. Records: Landlord shall keep records showing in reasonable detail all expenses incurred for Common Area maintenance. These records shall, for a period of two (2) years after the end of any

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calendar year, upon reasonable notice and request, be made available for inspection by Tenant or its authorized agent(s) during business hours at the offices of Landlord or its designated agent. In no event shall Tenant be entitled to review records beyond the preceding two calendar years or dispute Common Area Expenses charged during such period. Tenant's prompt payment of its pro rata share of Common Area Expenses may not be delayed by reason of any inspection of Landlord's records then in progress or to be made.

17. EMINENT DOMAIN

17.1. Definition of Eminent Domain: Eminent Domain is the right of the government to take private property for public use. If there is a taking of all or any part of the Shopping Center or any interest therein through the power of Eminent Domain, whether by condemnation proceedings or any voluntary conveyance under threat of a taking under the power of Eminent Domain (collectively referred to as a "taking"), the rights and obligations of the parties with respect to the taking shall be as provided in this Article 17.

17.2. Total Taking: If there is a taking of all of the Premises, this Lease shall terminate as of the date of possession of the Premises is taken.

17.3. Partial Taking: If a partial taking occurs of the Premises which materially adversely affects the operation of the Tenant's business, either party may elect to terminate this Lease. If either party elects to exercise its right to terminate the Lease, the terminating party shall give the other party written notice of such election not later than thirty (30) days after the condemnor takes possession of the condemned portion of the Premises. If neither party gives such notice, this Lease shall remain in full force and effect, and Rent shall be adjusted as provided in Section 17.7.

17.4. Common Area: If a portion of the Common Area is taken which materially adversely affects the operation of Tenant's business and Landlord is not able to relocate Tenant to a mutually satisfactory substitute premises, either party may elect to terminate this Lease. In such event, the terminating party shall give the other party written notice of such election not later than thirty (30) days after the condemnor takes possession of the condemned portion of the Common Areas. Notwithstanding anything in this Section 17.4 to the contrary, Tenant shall not have the right to terminate this Lease if Landlord provides additional parking area which, when combined with the remaining parking area, provides sufficient parking for the Shopping Center (defined as a ratio of parking to gross leasable area which shall be approved by the applicable governmental agency).

17.5. Termination Date: If this Lease is terminated in accordance with the provisions of Section 17.2, termination shall become effective as of the date physical possession of the condemned portion is taken. If this Lease is terminated in accordance with the provisions of Sections 17.3 or 17.4, termination shall become effective as of the date Tenant delivers possession of the Premises to Landlord.

17.6. Repair and Restoration: If this Lease is not terminated as provided in this Article 17, Landlord, at its sole expense, shall restore with due diligence the remainder of the improvements occupied by Tenant so far as practicable to a complete unit of like quality, character and condition as that which existed immediately prior to the taking. However, the scope of the work shall not exceed the scope of the work performed in the original construction of the Premises, and in any event, Landlord shall not be obligated to expend an amount greater than that which was awarded to Landlord for the improvements occupied by Tenant.

17.7. Rent Adjustment: If this Lease is not terminated as provided in this Article 17, the Minimum Rent shall be reduced as of the date possession of the condemned portion of the Premises is taken by that proportion which the gross leasable area taken from the Premises bears to Tenant's gross leasable area immediately before the taking. All other Rents payable under this Lease shall continue unabated.

17.8. Award: The entire award or compensation from any condemnation, whether for a total or partial taking or for the value of the leasehold, including bonus value, if any, shall belong to Landlord. Without derogating the rights of Landlord or diminishing any award to Landlord, Tenant shall be entitled to recover from the condemnor such compensation as may be separately awarded by the condemnor to Tenant or recoverable from the condemnor by Tenant in its own right for (i) the value of any Alterations made by Tenant and designated for removal by Landlord, (ii) the taking of Tenant's personal property, (iii) relocation expenses and (iv) the loss of goodwill.

17.9. Waiver: Tenant hereby waives any right at law or in equity which it might have to terminate this Lease on account of any taking by condemnation or power of Eminent Domain affecting the Premises, the building within which the Premises is located and/or the Shopping Center, including all rights under California Code of Civil Procedure Sections 1265.120 and 1265.130, and any similar or successor statutes. In the event of such a taking, the rights, duties and obligations of the parties shall be governed solely by the applicable provisions of this Lease with respect thereto.

18. DAMAGE AND RESTORATION

18.1. Insured Casualty: If the Premises or any portion thereof should be damaged or destroyed by any casualty insured under any insurance policy required to be maintained by Landlord under this Lease,

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Landlord shall, without undue delay, repair, reconstruct and/or restore the same so far as practicable to the condition in which the Premises were immediately prior to such damage or destruction. Landlord's obligation under this Section 18.1 shall not exceed the proceeds from Landlord's insurance. Tenant shall have no interest in or claim to any portion of the proceeds of any insurance policy carried by Landlord.

18.2. Last Two Years of Term: If, during the last two (2) years of the Term of this Lease, the Premises are damaged to the extent of fifty percent (50%) or more of the actual replacement value, Landlord may elect to terminate this Lease by giving at least fifteen (15) days' written notice to Tenant within thirty (30) days after the date of the damage.

18.3. Landlord's Option to Terminate: In addition to Landlord's option to terminate under Section 18.2, if (i) fifty percent (50%) or more of the gross leasable area of the building within which the Premises is located or twenty five percent (25%) or more of the gross leasable area of the Shopping Center is damaged or destroyed by any casualty insured under Landlord's insurance carried under this Lease (notwithstanding that the Premises may sustain no material damage), or (ii) the building within which the Premises is located is damaged or destroyed by casualty so insured and the cost of repair or replacement equals or exceeds thirty-three and one-third percent (33-1/3%) of the actual replacement cost thereof, or (iii) the Premises, the building within which the Premises is located and/or the Shopping Center, or any portion thereof, are damaged or destroyed in whole or in part from any cause or casualty which is not insured under Landlord's casualty insurance carried under this Lease, then, in any such event, Landlord may elect, in its sole discretion, to (a) repair or rebuild the damaged or destroyed portion of the Premises, building or Shopping Center or (b) terminate this Lease by giving written notice of such termination to Tenant. Landlord shall make its election within sixty (60) days after any such casualty. If Landlord elects not to repair or rebuild and (i) Tenant has been unable to conduct business from the Premises, this Lease shall terminate retroactive to the date upon which Tenant's business was materially adversely affected by the casualty; or (ii) if Tenant has conducted business from the Premises after such casualty, this Lease shall terminate upon Tenant's delivery of the Premises to Landlord, which in no event shall occur later than thirty (30) days after Landlord's notice of its election to terminate. If Landlord does not terminate this Lease, Landlord and Tenant shall restore the Premises in the same manner and to the same extent as work was done by each of them in the original improvement and fixturizing of the Premises for Tenant's Permitted Use.

18.4. Abatement of Rent: Tenant shall, at all times after any damage to or destruction of the Premises, continue to operate its business to the extent practicable. During the period commencing on the date of damage and ending with the completion of Landlord's reconstruction, the Minimum Rent shall be abated in an amount equal to the proportion which the number of square feet of gross leasable area in the Premises rendered untenantable bears to the total number of square feet of gross leasable area in the Premises immediately prior to the damage but only to the extent such loss is covered by insurance required to be maintained under this Lease. Tenant shall commence any necessary repairs to its furniture, fixtures or equipment and restock the Premises immediately after Landlord's completion of reconstruction; and Tenant shall thereafter prosecute such repairs and restocking to completion with all due diligence.

18.5. Effect of Termination: If this Lease is terminated under any of the provisions of this Article 18, such termination shall become effective in accordance with the respective notice provisions set forth in this Article 18; provided, however, all Rents to be paid by Tenant under this Lease shall be prorated and paid either as of the date of damage or destruction, or as of the date Tenant ceases doing business in, upon, or from the Premises, whichever last occurs.

18.6. Waiver: Section 1932(2) of the California Civil Code provides that the "hirer of a thing" may terminate the hiring upon partial or total destruction of the thing hired and Section 1933(4) provides that the "hiring of a thing" terminates by the destruction of the thing hired. Such statutes conflict with certain provisions of this Lease. Accordingly, Tenant waives any rights it has or could have under these statutes or similar or successor statutes. In the event of any such damage or destruction, the rights, duties and obligations of the parties shall be governed solely by the applicable provisions of this Lease with respect thereto.

19. ASSIGNMENT AND SUBLETTING

19.1. Definitions: As used in this Article 19, the following definitions shall apply:

(i) "Transfer" means any voluntary, unconditional and present (a) assignment of all or a portion of Tenant's interest, rights and duties in the Lease and the Premises, including Tenant's right to use, occupy and possess the Premises, or (b) sublease of Tenant's right to use, occupy and possess the Premises, in whole or in part;

(ii) "Encumbrance" means any conditional, contingent or deferred assignment, sublease or conveyance made by Tenant of all or a portion of Tenant's interest, rights or duties in the Lease or the Premises, including Tenant's right to use, occupy or possess the Premises, in whole or in part, in connection with any lien, license, concession or other security arrangement;

(iii) "Change of Control" means any change in the identity of the person or persons exercising, or who may exercise, effective control of Tenant;

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(iv) "Transferee" means the proposed assignee, subtenant, mortgagee, beneficiary, pledgee or other recipient of Tenant's interest, rights or duties in this Lease or the Premises pursuant to a Transfer or Change of Control.

19.2. Restrictions: Tenant shall not make or consent to any Encumbrance without the prior written consent of Landlord, which Landlord may grant or withhold in its sole and absolute discretion. Tenant shall not enter into, or consent to any Transfer or Change of Control without the prior written consent of Landlord, which Landlord shall not withhold unreasonably. Although the following list shall not be deemed exclusive, it shall be reasonable for Landlord to withhold its consent in any of the following situations:

(i) Landlord has a reasonable basis for disapproving the use to be made of the Premises by the Transferee under Section 2.1 above;

(ii) In Landlord's reasonable business judgment, the Transferee lacks sufficient experience to operate a successful business of the type and quality permitted under the Lease;

(iii) In Landlord's reasonable business judgment, the present net worth of the Transferee is less than the greater of Tenant's net worth at the Lease Reference Date or Tenant's net worth at the date of Tenant's request for consent;

(iv) In Landlord's reasonable business judgment, the Transferee lacks sufficient creditworthiness to provide assurance that it will discharge its responsibilities under this Lease;

(v) Intentionally Omitted;

(vi) The proposed Transfer or Change of Control would breach any covenant of Landlord respecting radius, location, use, prohibited use or exclusivity in any other lease, financing agreement, or other agreement relating to the Shopping Center;

(vii) The proposed Transfer or Change of Control provides for rentals different from those which are payable by Tenant;

(viii) The proposed Transfer or Change of Control would impose any additional burden on the Shopping Center and/or any other tenant or occupant of the Shopping Center; or

(ix) The proposed Transferee's use of the Premises involves the generation, use, storage, treatment or disposal of Hazardous Material (as such term is defined in this Lease); the proposed Transferee has been required by any prior landlord, lender or governmental authority to take remedial action in connection with Hazardous Material contaminating a property if the contamination resulted from the Transferee's actions or use of that property; or the proposed Transferee is subject to an enforcement order issued by any governmental authority in connection with the generation, use, storage, treatment or disposal of Hazardous Material.

19.3. Condition Precedent: Tenant shall not have the right to enter into a Transfer, Encumbrance or Change of Control or request Landlord's consideration of same if Tenant is in default of any term or covenant of this Lease.

19.4. Procedures: If Tenant desires to enter into a Transfer, Encumbrance or Change of Control, Tenant shall give notice to Landlord by requesting in writing Landlord's consent to such transaction at least sixty (60) days before the effective date of any such transaction. Simultaneously with Tenant's request for Landlord's consent (other than as provided in subparagraph (iv) below), Tenant shall provide Landlord with the following:

(i) A written statement from Tenant requesting Landlord's evaluation of the proposed transaction and indicating that Tenant intends to consummate the transaction if Landlord consents thereto;

(ii) Complete information concerning the proposed transaction, including its nature, effective date, terms and conditions. Tenant shall also provide Landlord with other documents pertaining to the proposed transaction which Landlord may reasonably request;

(iii) A description of the identity, financial condition, creditworthiness and previous business experience of the Transferee, including, without limitation, copies of Transferee's last three (3) years' income statements, balance sheet and change-of-financial position statements (with accompanying notes and disclosures of all material changes thereto) in audited form, if available and if not, certified as accurate by the Transferee;

(iv) Any further information relevant to the transaction which Landlord shall have reasonably requested within fifteen (15) days after receipt of Tenant's request for consent; and

(v) A non-refundable fee of Two Hundred Fifty and 00/100 Dollars ($250.00) which shall be credited against Landlord's costs and fees to be reimbursed by Tenant pursuant to Section 19.5.

Within thirty (30) days after receipt of Tenant's request for consent, Landlord may respond as follows: (a) consent to the transaction; (b) deny consent to the transaction; (c) consent to the transaction

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contingent upon compliance with one or more conditions agreed upon between Landlord and Tenant; or (d) recapture the Premises and terminate this Lease.

19.5. Documentation, Expenses, Continuing Liability: Each transaction to which Landlord consents pursuant to this Article 19 shall be evidenced by a written agreement in a form which is satisfactory to Landlord and executed by Tenant and Transferee. Transferee shall agree to assume this Lease and perform the obligations of Tenant. Unless expressly released in writing by Landlord, Tenant shall remain fully liable as a surety to Landlord for the full performance of Tenant's obligations under the Lease following the Transfer, Encumbrance or Change of Control. Tenant hereby irrevocably and unconditionally waives each and all of its suretyship defenses and rights which are set forth in California Civil Code Sections 2787 through 2885. Tenant shall, on demand of Landlord, reimburse Landlord for all reasonable costs and attorneys' fees incurred by Landlord in connection with the evaluation, processing, and/or documentation of any requested Transfer or Encumbrance, whether or not Landlord's consent is granted.

19.6. Consideration to Landlord: If Landlord consents to any Transfer or Change of Control, the Minimum Rent payable under this Lease shall be increased on the effective date of the transaction to the highest of:

(i) The minimum or base rental payable by the Transferee to the Tenant;

(ii) The Minimum Rent, adjusted upward only, in accordance with the provisions of this Lease, whether or not such increase would otherwise be due at that time; and

(iii) An amount equal to the total of the Minimum Rent required to be paid by Tenant pursuant to this Lease during the twelve (12) month period immediately preceding such transaction.

Tenant acknowledges that the purpose of this Section 19.6 is to preclude Tenant from obtaining a profit in the real property interests under this Lease in connection with a Transfer or Change of Control.

19.7. Nullity: Any purported Transfer, Encumbrance or Change of Control consummated in violation of the provisions of this Article 19 shall be null and void and of no force or effect. Tenant's failure to comply with the provisions of this Article 19 or the consummation of any Transfer, Encumbrance or Change of Control in violation of the provisions of this Article 19 shall constitute a non-curable default of this Lease.

20. DEFAULTS BY TENANT

20.1. Events of Default: The occurrence of any of the following shall constitute a default by Tenant and a breach of this Lease:

(i) Failing or refusing to pay any amount of Minimum Rent or Additional Rent when due in accordance with the provisions of this Lease;

(ii) Failing or refusing to occupy and/or operate the Premises in accordance with the provisions of this Lease;

(iii) Failing or refusing to perform fully and promptly any covenant or condition of this Lease, other than those specified in subparagraphs (i) and (ii) above, the breach of which Tenant is capable of curing after reasonable notice from Landlord; or

(iv) Use of the Premises for an unlawful purpose; entering into any Transfer, Encumbrance or Change of Control contrary to the provisions of this Lease; committing a nuisance, waste or any other act which may disturb the quiet enjoyment of any person in the Shopping Center; breach of Article 9 of this Lease on any occasion during a given calendar year of the Term in which Tenant has received two (2) or more default notices for such breach; failing or refusing to pay any amount of Minimum Rent or Additional Rent more than twice during a given calendar year; or committing any other breach of the Lease which is not capable of cure. The defaults set forth in this Section 20.1(iv) shall collectively be referred to as "non-curable defaults."

20.2. Notices: Following the occurrence of any of the defaults specified in subparagraphs (i), (ii) or (iii) of Section 20.1, Landlord shall give Tenant, and any subtenant, written notice specifying the nature of the default and demand that each default be fully cured within the time period specified below or quit the Premises and surrender possession of the same to Landlord:

(i) For nonpayment of Minimum Rent or Additional Rent, three (3) days;

(ii) For a default under Article 9, three (3) days;

(iii) For a default under Section 20.1(iii), a reasonable period not to exceed ten (10) days (provided, however, that if such default cannot be cured within said time period, Tenant shall be deemed to have cured such default if Tenant so notifies Landlord in writing, commences cure of the default within said time period, and thereafter diligently and in good faith continues with and actually completes said cure); and

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(iv) For non-curable defaults specified in subparagraph (iv) of Section 20.1 or any other non-curable default, Landlord shall give Tenant, and any subtenant, a written notice specifying the nature of the default and Landlord shall have the right to demand in said notice that Tenant quit the Premises within five (5) days. The time periods provided in this Section 20.2 shall be in lieu of, and not in addition to, any similar time periods prescribed by law as a condition precedent to the commencement of legal action for possession of the Premises.

20.3. Rights and Remedies: Should Tenant fail to cure any default within the required time periods specified in this Article 20 or fail to quit the Premises, as applicable, Landlord may exercise any of the following rights without further notice or demand of any kind to Tenant or any other person, except as required by applicable law:

(i) The right of Landlord to terminate this Lease and Tenant's right to possession of the Premises and to reenter the Premises, take possession thereof and remove all persons therefrom;

(ii) The right of Landlord, to reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and to enforce all Landlord's rights and remedies under California Civil Code Section 1951.4, including the right to collect any unpaid rentals and other charges, which have become payable, or which may thereafter become payable, without terminating this Lease and Tenant's right to possession of the Premises; or

(iii) The right of Landlord, even though it may have reentered the Premises, in accordance with subparagraph (ii) of this Section 20.3, to elect thereafter to terminate this Lease and Tenant's right to possession of the Premises.

20.4. Damages: Should Landlord terminate this Lease and Tenant's right to possession of the Premises due to a default by Tenant, Landlord may exercise all rights and remedies available to Landlord and California Civil Code Section 1951.2, including the right to recover from Tenant, as damages, all of the following:

(i) The worth at the time of award of any unpaid rent and other sums due under the Lease which had been earned at the time of such termination;

(ii) The worth at the time of award of the amount by which the unpaid rent and other sums due under the Lease which would have been earned after termination until the time of award exceeds the amount of such rental or other loss Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent and other sums due under the Lease for the balance of the Term after the time of award exceeds the amount of such rental or other loss that Tenant proves could be reasonably avoided;

(iv) Any other amount necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(v) Such other amounts in addition to or in lieu of the foregoing as may be permitted by applicable law.

As used in subparagraphs (i) and (ii) of this Section 20.4, the "worth at the time of award" is computed by allowing interest at the then maximum rate allowed by the usury or similar law, if any. As used in subparagraph (iii) of this Section 20.4, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

All Rent, other than Minimum Rent, shall for the purposes of calculating any amount due under the provisions of subparagraph (iii) of this Section 20.4, be computed on the basis of the average monthly amount thereof accruing during the immediately preceding twelve (12) month period, except that, if it becomes necessary to compute such rental before a twelve (12) month period has occurred, then such rental shall be computed on the basis of the average monthly amount accruing during such shorter period.

20.5. Fixtures and Personal Property: In the event of Tenant's default, Tenant shall not remove any of Tenant's property from the Premises during the period of default. Landlord shall have the option to (i) require Tenant to remove Tenant's property from the Premises; (ii) take the exclusive possession of and use Tenant's property free of rent or charge until all defaults have been cured; or (iii) remove all or any part of Tenant's property and place it in storage at a public warehouse at the expense and risk of Tenant. The rights and remedies given to Landlord in this Section shall supplement all other rights or remedies which Landlord may have under the law.

20.6. Performance by Landlord: Notwithstanding any provision of this Article 20, (a) if Tenant fails to comply in a timely manner with any governmental or insurance requirements, or (b) if Landlord believes that the continuance of any default by Tenant for the full period of notice provided for herein will jeopardize the physical condition of the Shopping Center or the Premises, Landlord may, without notice, elect to perform those acts with respect to which Tenant is in default for the account and at the expense of Tenant. If because of such default by Tenant, Landlord is compelled or elects to pay any sum of money,

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including, without limitation, reasonable attorneys' fees, the amount paid by Landlord, with Interest thereon from the date of payment, shall be immediately due as Additional Rent.

20.7. Legal Impediment to Notice: Notwithstanding anything to the contrary set forth in this Lease, Tenant's failure to (i) pay any installment of Minimum Rent, Additional Rent or other sum payable under this Lease, upon the date when payment is due, or (ii) observe, keep or perform any of the other terms, covenants, agreements or conditions set forth in this Lease shall constitute a default without the requirement of notice if, at the time of such failure or at any time thereafter, Landlord is prevented by injunction, stay or operation of law from giving to Tenant a notice of Tenant's failure to make such payment when due or observe, keep or perform such terms, covenants, agreements or conditions, it being agreed that the requirement of notice to Tenant set forth in Sections 20.2, 20.3 or elsewhere in this Lease would not have been agreed to by Landlord in the absence of this provision.

20.8. Additional Remedies:

(i) If Landlord has paid for any of Tenant's improvements of the Premises and this Lease is terminated by Landlord because of a default by Tenant, Landlord may recover the entire unamortized portion of the amount paid, with amortization based on a straight-line basis over the Term. Such portion shall be due and payable in full in a lump sum on the date of termination of this Lease.

(ii) Upon Tenant's default, in addition to all remedies provided in this Lease, Landlord shall be entitled to exercise any right or remedy then provided by law, including, without limitation, injunctive relief and the right to recover all damages caused by Tenant's default. Damages shall include unamortized leasing commissions paid or payable to any real estate broker in connection with this Lease. Landlord's elections and remedies shall be cumulative. None of Landlord's elections and remedies shall be exclusive of any others, or of any right, election or remedy allowed by law.

(iii) If this Lease provides for a period of "free" or abated rent, the free or abated rent shall immediately become due and payable in full upon Tenant's default of this Lease if such default is not cured prior to the expiration of the applicable notice period prescribed in this Lease. In such case, the abated rent shall be calculated based on the full initial rent payable under this Lease.

21. INSOLVENCY; INVOLUNTARY TRANSFERS

21.1. Right of Termination: Should any of the following events occur, Landlord may terminate this Lease and any interest of Tenant therein, effective with the commencement of the event:

(i) Proceedings are instituted whereby all, or substantially all, of Tenant's assets are placed in the hands of a receiver, trustee or assignee for the benefit of Tenant's creditors, and such proceedings shall continue for at least ten (10) days;

(ii) Any creditor of Tenant institutes judicial or administrative process to execute on, attach or otherwise seize any of Tenant's merchandise, fixtures or personal property, located on the Premises and Tenant fails to discharge, set aside, exonerate such process by posting a bond, or otherwise obtain a release of such property within ten (10) days;

(iii) Tenant becomes a debtor in any case filed under the Bankruptcy Code or similar law providing relief to bankrupt or insolvent debtors;

(iv) Tenant makes a bulk sale of all, or substantially all, of Tenant's merchandise, except in a permitted Occupancy Transaction, and fails to replace the same with similar items of equal or greater value and utility within three (3) days; or

(v) Any of the foregoing events occurs with respect to any Guarantor of this Lease.

21.2. Landlord Consent: It is understood and agreed that neither this Lease, nor any interest in this Lease, nor any estate created by this Lease, shall pass by operation of law under the State or Federal insolvency or bankruptcy act to any trustee, receiver, assignee for the benefit of creditors or any other person without the prior written consent of Landlord.

22. LANDLORD'S DEFAULT

22.1. Landlord's Default: If Landlord fails to make a payment to Tenant when required, Landlord shall not be deemed in default until the expiration of thirty (30) days after written notice from Tenant. Landlord shall not be deemed in default of any other failure to perform unless Landlord fails to perform such obligation within thirty (30) days after receipt of written notice from Tenant, provided, however, if the nature of the obligation is such that it cannot be performed within the thirty (30) day period, Landlord shall have such additional time as may be reasonably necessary to complete performance. In no event shall Tenant be authorized to withhold Rent as an offset to any alleged default by Landlord.

22.2. Notice to Lender: Whenever Tenant is required to serve notice of Landlord's failure to perform, written notice shall also be served at the same time upon any lender whose name and address has been previously given in writing to Tenant. Such lender shall have the periods of time to perform Landlord's obligations which are provided in this Lease. Said periods shall commence thirty (30) days after

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notice has been provided unless Landlord or lender is diligently pursuing a cure of the default. Representatives of the lender shall have the right to enter upon the Premises for this purpose. If possession of the Premises is necessary for performance, the lender shall have such further time to perform as may be necessary to obtain lawful possession of the Premises.

22.3. Limitation of Landlord's Liability: Tenant shall look solely to the interest of Landlord in the land and buildings in the Shopping Center, subject to the prior rights of a lender, for the satisfaction of any judgment or other judicial process requiring the payment or encumbrance of money by Landlord in the event of any default by Landlord. No other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's rights. The term "Landlord" as used in this Article 22 shall be deemed to refer to a lender during the period, if any, that a lender owns the Shopping Center after acquiring the Shopping Center by foreclosure sale or deed in lieu of foreclosure.

23. RIGHT OF ACCESS

Landlord and its authorized agents and representatives shall be entitled to enter the Premises at all reasonable times for any reasonable purpose, including, without limitation: showing or inspecting the Premises, making necessary repairs, serving or posting notices or curing a default of Tenant (if Landlord elects to do so). Nothing in the preceding sentence shall be construed to imply a duty on Landlord or make repairs that Tenant has agreed to make. During the last one hundred twenty (120) days of the Term, Landlord may post ordinary signs, in or about the Premises, advertising it for Lease. During the repair of the Premises or the exercise of any of Landlord's rights, Landlord, without abatement of Rent, may erect scaffolding and other necessary structures where reasonably required for construction or repair work, provided that the entrance of the Premises shall not be unreasonably blocked. No exercise by Landlord of any of the rights reserved herein shall entitle Tenant to (i) a reduction of Rent, (ii) damages for any injury or inconvenience to or interference with Tenant's business, (iii) any loss of occupancy or quiet enjoyment of the Premises or (iv) any other loss occasioned thereby. Landlord shall, without liability to Tenant, have the right to use any and all means which Landlord may deem proper to obtain entry to the Premises for any of the above purposes, and such entry shall not be deemed to be forcible or unlawful entry into the Premises or an eviction of Tenant from the Premises.

24. LIENS

24.1. Tenant's Covenants: Tenant will pay, or cause to be paid, all costs of labor, services and/or materials supplied in connection with any work done, or caused to be done, on the Premises. Tenant will keep the Premises and the Shopping Center free and clear of all mechanics' liens and other such liens on account of work done for Tenant or persons claiming under Tenant.

24.2. Contest of Lien: If Tenant desires to contest any claim of a mechanics' lien, it shall post a lien release bond, issued by a responsible corporate surety, in an amount sufficient to satisfy statutory requirements. Upon resolution of the legal proceedings, Tenant shall promptly pay or cause to be paid all sums awarded to the claimant.

24.3. Landlord's Right to Cure: If Tenant shall fail to provide security for, or satisfaction of, any mechanic's lien, then Landlord, in addition to any other rights or remedies it may have, may (but shall not be obligated to) discharge said lien by (a) paying the claimant an amount sufficient to settle and discharge the claim, (b) posting a mechanics' lien release bond, or (c) taking such other action as Landlord shall deem appropriate. Tenant shall pay as Additional Rent, upon Landlord's demand, all costs incurred by Landlord in settling and discharging said lien, including reasonable attorney fees and Interest, calculated from the date of Landlord's payment of said costs. Landlord's payment of said costs shall not constitute a waiver of any default of Tenant.

24.4. Notice of Lien: Tenant shall immediately notify Landlord in writing of any claim of lien filed against the Premises or the commencement of any action affecting the title thereto.

24.5. Notice of Non-Responsibility: Landlord or its representatives shall at any reasonable time, have the right to enter the Premises to post and keep posted on the Premises, notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Before the commencement of any work which might result in a mechanic's lien, Tenant shall give to Landlord prior written notice of its intentions (in no event less than fifteen (15) days' notice) in sufficient time to enable Landlord to post such notices.

25. EXPENDITURES BY LANDLORD

If Tenant shall fail to discharge its obligation to make any payment or expenditure, or to do any act or thing, under this Lease, Landlord shall be entitled but not obligated to enter upon the Premises, if necessary, and to take such action on behalf of Tenant. In such event the costs incurred by Landlord shall be reimbursed by Tenant, including reasonable attorney's fees and Interest. Such charges shall be deemed Additional Rent and shall be added to the next installment of Minimum Rent due from Tenant.

26. INDEMNITY AND WAIVER

26.1. Tenant's Indemnity: Except in the case of Landlord's sole gross negligence or willful misconduct, Tenant shall defend (using counsel acceptable to Landlord) and indemnify Landlord against

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and hold Landlord harmless from any liens, claims or liabilities, including all costs of defense, from or connected with (i) the operation of Tenant's business on the Premises or any portion of the Common Area which is under the exclusive control of Tenant, (ii) the use or occupancy of Tenant's Premises, (iii) any default on the part of Tenant in the performance of any of its covenants under this Lease, (iv) the violation of or noncompliance with any governmental requirements or insurance requirements, (v) damage connected with burglary, theft or other illegal act on the Premises, (vi) Tenant's generation, use, disposal or storage of Hazardous Materials in the Premises or the Shopping Center or (vii) any acts or omissions of Tenant, its subtenants and assigns or any other person upon the Premises by license or invitation of Tenant. Tenant's indemnity shall survive the expiration or earlier termination of the Lease.

26.2. Landlord's Indemnity: Except in the case of Tenant's sole gross negligence or willful misconduct, Landlord shall defend and indemnify Tenant against and hold Tenant harmless from all liens, claims or liabilities, including all costs of defense, from or connected with the Common Area that is under Landlord's control; damages to the Premises caused by any work done by or for Landlord; or any gross negligence or willful omission act of Landlord, its agents or employees causing injury to Tenant or any third party.

26.3. Waiver: All property within the Premises shall be kept there at Tenant's sole risk. Landlord shall not be liable to Tenant, and Tenant waives all claims against Landlord, for damages to property sustained by Tenant whether or not caused by Landlord or through the acts or omissions of any persons present in the Shopping Center or renting or occupying any part of the Shopping Center. Landlord shall not be liable for loss or damages to Tenant or its property from burst, stopped or leaking sewers, pipes, conduits, or plumbing fixtures, or for interruption of any utility services, or from any failure of or defect in any electric line, circuit or facility, roof or any type of improvement or service on or furnished to the Premises, or resulting from any accident in or about the Premises.

27. HOLDING OVER

If Tenant holds the Premises after the expiration of the Term hereof or earlier termination of the Lease, with the consent of Landlord, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created a tenancy from month to month, terminable on thirty (30) days' notice by either party. The monthly Minimum Rent during the hold over tenancy shall be one hundred fifty percent (150%) of the monthly Minimum Rent in effect in the month immediately preceding the holdover period, together with all other Additional Rent payable by Tenant under this Lease. Tenant shall otherwise be subject to all terms of this Lease that are applicable to a month to month tenancy. Nothing contained in this Article 27 shall be construed as consent to such holding over. If Tenant fails to surrender the Premises upon the expiration or termination of this Lease, Tenant shall indemnify Landlord against and hold Landlord harmless from any loss of rent that was payable by any succeeding Tenant and any claims, demands, liability, damages or expenses resulting from such failure, including any claims made by any succeeding tenant.

28. QUIET ENJOYMENT

Subject to the provisions of this Lease and any mortgage or deed of trust encumbering the Shopping Center, further subject to the rights of Landlord under this Lease and the mortgagee or beneficiary under the mortgage or deed of trust, and conditioned upon Tenant's performance of all obligations to be performed by Tenant hereunder, Tenant shall have the quiet enjoyment and peaceful possession of the Premises during the Term.

29. SUBORDINATION AND ATTORNMENT

29.1. Encumbrances: This Lease, at Landlord's option, shall be subordinate to the interest of any lessor in a sale-leaseback transaction (hereinafter deemed a mortgage) or to any mortgages or deeds of trust that may now or hereafter encumber the Shopping Center or any portion of the Shopping Center, provided that such mortgagees or beneficiaries request such subordination. Tenant shall attorn to such mortgagees or beneficiaries in the event of foreclosure should they so request. It is the intention of the parties that this provision shall be self-executing and no further instrument shall be required to effect such subordination. Notwithstanding the foregoing, Tenant shall execute and deliver to Landlord without cost, any further document or documents required for this purpose. If Tenant fails to do so within ten (10) days after written request by Landlord, Tenant hereby appoints Landlord as Tenant's special attorney-in-fact to execute such document on behalf of Tenant. In addition, Tenant shall reimburse Landlord for reasonable costs incurred in obtaining Tenant's compliance with the provisions of this Section 29.1.

29.2. Restrictions: The covenants and conditions in this Lease are in all respects subject to the easements, covenants, conditions and restrictions in any declaration of restrictions or reciprocal easement agreement or similar document, short form or memorandum of Lease or any tenant lease affecting the Shopping Center (collectively called "restrictions") to which the Shopping Center is now or hereafter subject.

30. DELAYS

If either party to this Lease shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental law or regulations, riots, insurrections, war or other reason of a like nature not the fault of the party delayed, then performance of such act shall be excused for the period

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of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Article 30 shall not operate to excuse Tenant from prompt payment of Rent or any other payment required by the terms of this Lease.

31. ESTOPPEL CERTIFICATES

Within ten (10) days after notice from Landlord, Tenant shall execute and deliver to Landlord, in the form attached hereto as Exhibit G or such other form which is satisfactory to Landlord and any current or prospective lender, purchaser or successor in interest, an estoppel certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications and any defenses or offsets. This estoppel certificate shall also state the amount of Minimum Rent, the dates to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent, the Lease Commencement Date, the Rent Commencement Date and the Lease Expiration Date, certification that Tenant is in possession and other information concerning the Lease that Landlord may reasonably request.

Failure to deliver this certificate within ten (10) days after notice from Landlord shall be conclusive that this Lease is in full force and effect and has not been modified except as may be represented by the Landlord. If Tenant fails to deliver the certificate within the ten (10) days, the Tenant irrevocably constitutes and appoints the Landlord as its special attorney-in-fact to execute and deliver the certificate to any third party. In addition, Tenant shall reimburse Landlord for reasonable costs incurred in obtaining Tenant's compliance with the provisions of this Article 31.

32. ATTORNEYS' FEES

In the event of any legal action or proceeding between the parties, the prevailing party in such action or proceeding shall be entitled to reimbursement of reasonable attorneys' fees and expenses from the other party.

33. HAZARDOUS MATERIALS

33.1. Definition and Prohibition: Tenant shall not use or permit the use of Hazardous Material (as defined in this Section 33.1) in, on or about the Premises or in the Shopping Center without the prior express written consent of Landlord, which consent may be withheld at Landlord's sole discretion. For purposes of this Lease, "Hazardous Material" includes, without limitation, chemicals, pollutants, petroleum, petroleum products, asbestos, or asbestos-containing materials, polychlorinated biphenyls, radioactive materials, radon gas, contaminants, wastes, or any chemical, material or substance defined as or included in the definition of "hazardous wastes," "toxic substances," "hazardous substances," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances," or words of similar import, under any applicable laws. Tenant's failure to obtain Landlord's prior approval shall constitute a material default of this Lease. Tenant's request for Landlord's prior consent shall include identification of the Hazardous Material (including type and common name), Tenant's intended use of the Hazardous Material, and any other information concerning the Hazardous Material or Tenant's handling, storage, use, treatment, transport, discharge or disposal of the Hazardous Material that Landlord may subsequently request.

33.2. Environmental Questionnaire: If Tenant intends to handle, store, use, treat, transport, discharge or dispose of any Hazardous Material, Tenant shall complete, execute and deliver to Landlord an Environmental Questionnaire and Disclosure Statement, (in Landlord's then current form) ("Environmental Questionnaire"), ten (10) days prior to any activity by Tenant in, on, or about the Premises or Shopping Center involving the Hazardous Material on the Premises. The completed Environmental Questionnaire shall be deemed incorporated into this Lease for all purposes, and Landlord shall be entitled to rely fully on the information contained therein. Tenant shall immediately update and resubmit to Landlord the Environmental Questionnaire if changes occur in the nature, content, handling, storage, use, treatment, transport, discharge, or disposal of the Hazardous Material.

33.3. Compliance with Environmental Laws: Tenant agrees and covenants to comply with all applicable federal, state, and local laws rules, regulations and ordinances relating to pollution or protection of human health or the environment (collectively "Environmental Laws") that are now or may in the future be in effect, including, without limitation, all Environmental Laws governing the use, handling, storage, treatment, transport, discharge and disposal of perchloroethylene ("PCE") and all other Hazardous Material. In no event shall Tenant dispose of Hazardous Material in, on, or about the Premises, the Shopping Center, or in drains or on land in or adjacent to the Shopping Center.

33.4. Permits: Tenant shall be solely responsible for obtaining and complying with all permits necessary for the maintenance and operation of its business, including, without limitation, all permits governing the use, handling, storage, treatment, transport, discharge and disposal of PCE and all other Hazardous Material.

33.5. Documents: Tenant shall promptly provide Landlord with complete copies of all documents, correspondence and other written materials directed to or from, or relating to, Tenant concerning environmental issues at the Premises or Shopping Center, including, without limitation, documents relating to the release, potential release, investigation, compliance, cleanup and abatement of Hazardous Material, and any claims, causes of action or other legal documents related to same. Within twenty-four (24) hours of any unauthorized release, spill or discharge of Hazardous Material, in, on, or about

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the Premises or Shopping Center, Tenant shall provide written notice to Landlord fully describing the event. Tenant shall also provide Landlord with a copy of any document or correspondence submitted by or on behalf of Tenant to any regulatory agency as a result of or in connection with the unauthorized release, spill or discharge. Within twenty-four (24) hours of receipt by Tenant of any warning, notice of violation, permit suspension or similar disciplinary measure relating to Tenant's actual or alleged failure to comply with any environmental law, rule, regulation, ordinance or permit, Tenant shall provide written notice to Landlord.

33.6. Hazardous Materials Indemnity: In addition to the provisions of Article 26 of this Lease, if the presence of Hazardous Material caused or permitted by Tenant, its employees, contractors and/or agents (whether or not Landlord has consented thereto) results in contamination of the Shopping Center or the Premises, or if contamination of the Shopping Center or the Premises by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damages, then Tenant shall indemnify, defend and hold Landlord harmless from any and all liens, claims, expenses or liabilities, (including, without limitation, diminution in value of the Premises or the Shopping Center, damages for the loss or restriction on use of leasable space or of any amenity of the Premises or the Shopping Center, damages arising from any adverse impact on marketing of space in the Shopping Center, sums to remediate, clean up or remove such contamination, and sums paid in settlement of claims, and all reasonable costs of defense) which arise during or after the Term as a result of such contamination. The foregoing indemnity shall survive and be enforceable following expiration or termination of this Lease.

33.7. Remedial Action: If the handling, storage, use, treatment, transport, discharge or disposal of Hazardous Material caused or permitted by Tenant (whether or not Landlord has consented thereto) results in or contributes to contamination of the Premises or the Shopping Center, Tenant shall promptly take all actions at its sole expense, as are necessary to return the Premises or the Shopping Center to the condition existing prior to the introduction of any such Hazardous Material to the Premises or the Shopping Center, provided that Tenant first obtain Landlord's express written consent for such actions.

33.8. No Nuisance, Trespass, or Waste: Tenant shall not cause or permit nuisance, trespass or waste upon the Premises or Shopping Center, or cause or permit any other act or thing that otherwise interferes with the use and enjoyment of the Premises or Shopping Center.

34. MISCELLANEOUS

34.1. Relationship of Parties: The only relationship of the parties is that of landlord and tenant. Landlord shall not in any way or for any purpose be deemed a partner, joint venturer or member of any joint enterprise with Tenant. No other party shall be deemed a third party beneficiary of the rights conferred in this Lease.

34.2. Interpretation and Severability: The captions by which the articles, sections and paragraphs of this Lease are identified, and the placement of certain subject matter in particular sections, paragraphs or subparagraphs are for convenience only and shall not affect the interpretation of this Lease. All exhibits attached hereto are made a part of this Lease. Wherever the context so requires, the singular number shall include the plural, the plural shall refer to the singular, and the masculine and feminine genders shall be substituted for the neutral gender, and/or vice versa. Subject to all grace periods provided herein, time is of the essence of this Lease and each of the provisions in which performance is a factor, and failure to perform within the time so limited shall be deemed a material breach of this Lease. If any provision of this Lease shall to any extent be held to be invalid by a court, the remaining provisions shall remain in effect and shall in no way be impaired thereby.

34.3. Cancellation Not Merger: The surrender, cancellation or termination of this Lease shall not work a merger, but shall at the option of Landlord either terminate any or all existing subleases or subtenancies under Tenant, or operate as an assignment to Landlord of any or all such subleases or subtenancies.

34.4. Amendment: This Lease shall not be added to, altered, changed, modified or amended except by a writing duly signed and executed by both Landlord and Tenant.

34.5. Successors, Assigns and Liability: The terms, covenants, conditions and agreements herein contained and as may from time to time be amended, shall bind and inure to the benefit of the parties hereto and their heirs, executors, administrators, legal representatives, successors and assigns. If either party shall consist of more than one (1) person or entity, all such persons or entities shall be jointly and severally liable as parties hereunder. If during the Term of the Lease Landlord conveys its interest in the Shopping Center, the Premises or this Lease, then from and after the effective date of the conveyance, Landlord shall be released and discharged from any and all further obligations and responsibilities under the Lease.

34.6. Entire Agreement: This Lease contains all the terms, covenants, conditions and agreements between Landlord and Tenant relating in any way to the subject matter contained in this Lease. There are no collateral or oral agreements or understandings which are not included in this Lease. All prior agreements, representations and understandings, if any, whether oral or written, are hereby revoked and mutually declared to be null and void, and none of said prior agreements or understandings shall be of any further force or effect. Tenant represents and warrants that Tenant has entered into this Lease by virtue of Tenant's own independent investigation and was not induced to enter into this Lease by any representation, inducement or understanding made, stated or represented by or on behalf of Landlord.

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34.7. Waiver: The waiver by Landlord of (i) any term, covenant or condition of this Lease or (ii) of Tenant's breach of any term, covenant or condition of this Lease, shall not be deemed to be a future waiver of the same or any other term, covenant or condition of this Lease. The subsequent acceptance of Rent or partial payment thereof by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease. No waiver shall be deemed to have occurred unless such waiver is expressed in writing and signed by Landlord.

34.8. Brokers: With the exception of the person described in Paragraph S, Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease. Tenant knows of no real estate broker or agent who is entitled to a commission in connection with this Lease. Tenant shall indemnify Landlord against and hold Landlord harmless from any costs, expenses, attorneys' fees or liability for compensation, commission or charges claimed by any person other than the person identified in Paragraph S because of any dealings with or actions of Tenant.

34.9. Interest: Any sum due and payable to Landlord under the terms of this Lease which is not paid when due shall bear interest at the rate of ten percent (10%) or the maximum rate permitted by law ("Interest") from the date when the same becomes due and payable by the provision hereof until paid.

34.10. Waiver of Jury Trial: Landlord and Tenant hereby waive trial by jury in any action or proceeding brought by either of them against the other concerning this Lease.

34.11. No Option to Lease: The submission of this Lease for examination or the execution of this Lease by Tenant does not constitute a reservation of or option for the Premises. This Lease shall become effective as a lease only upon execution by Landlord and delivery of the fully executed Lease to Tenant. If a corporation executes this Lease as Tenant, Tenant shall promptly furnish to Landlord a certified corporate resolution attesting to the authority of the officers to execute this Lease on behalf of the corporation.

34.12. Statute of Limitations: Any claim, demand, right or defense of any kind by Tenant which is based upon or arises in connection with this Lease or the negotiations leading to its execution, shall be barred unless Tenant commences a legal action within six (6) months after the date of the inaction or omission or the date of the occurrence of the event or of the action to which the claim, demand, right or defense relates, whichever applies.

34.13. Other Tenancies: Landlord reserves the absolute right to effect such other tenancies in the Shopping Center as Landlord, in the exercise of its sole discretion, determines may best promote the interests of the Shopping Center. Landlord does not warrant, represent or covenant, expressly or impliedly, that any specific lease or leases now or hereafter in effect between Landlord and any third parties will be continued in effect for any period of time, that any other tenant or tenants, or owner, shall during the Term continue to occupy any space in the Shopping Center. Tenant hereby acknowledges and agrees that, in entering into this Lease, Tenant has not relied upon the continued existence or operation of any other tenant or tenants or owner within the Shopping Center notwithstanding any other lease or leases in existence at the time of execution hereof or commencement of the Term.

34.14. Exhibits: Each exhibit to which reference is made herein and which is attached hereto is made a part hereof by reference.

34.15. Consents and Approvals: Unless otherwise expressly provided to the contrary in this Lease, either party having the right or power hereunder to consent to or approve any matter shall not unreasonably withhold or delay such consent or approval.

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34.16. Counterparts: This Lease may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Lease.

LANDLORD:

Olivewood Group, a California general partnership

By: DocuSigned by: VINCENT MAESTRI D08B7BD36ACC450...
Vincent Maestri

TENANT:

Highlands Community Charter and Technical Schools

By: DocuSigned by: Murdock Smith E6Murdock2Smith
Name:
Its: Executive director

CONSULT YOUR ATTORNEY: No representation or recommendation is made by Landlord, its agents or employees, as to the legal sufficiency, legal effect or tax consequences of this document.

NOTICE: If Tenant is a corporation, two authorized officers must sign this Lease on behalf of the corporation. If Tenant is a general partnership or a limited partnership, all of the general partners must sign this Lease.

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EXHIBIT A

OLIVEWOOD SHOPPING CENTER

SITE PLAN

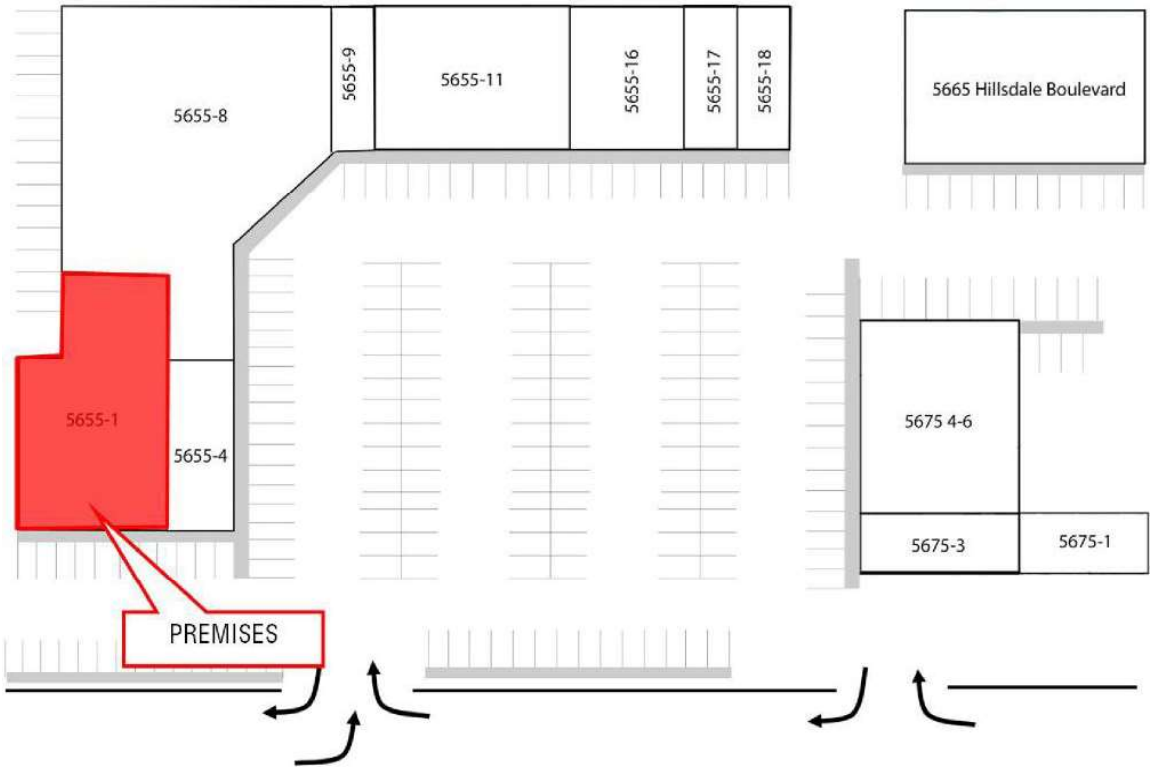

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EXHIBIT B

OLIVEWOOD SHOPPING CENTER

CONSTRUCTION OF IMPROVEMENTS

A. LANDLORD'S CONSTRUCTION OBLIGATIONS: None

B. TENANT'S CONSTRUCTION OBLIGATIONS: Upon delivery of possession the Premises, Tenant shall thereupon immediately proceed with due diligence, at its own expense, to install thereon Tenant's property (meaning all items of Tenant's construction and Tenant's trade fixtures, equipment and merchandise) without material interference with other work, if any, being done in the building or Shopping Center, and in compliance with all reasonable rules which Landlord, its architect and its contractors may make. In the event Landlord determines in its sole but reasonable discretion that Tenant's construction is causing interference in the Shopping Center then Landlord shall notify Tenant and Tenant shall immediately cease its construction operation which is the cause of such interference. Landlord shall have no responsibility for any loss of or damage to any of Tenant's property so installed or left on the Premises. Tenant's entry shall be subject to all of the provisions of this Lease other than the payment of rent and other charges to Landlord; and at all times after such entry, Tenant shall maintain or cause to be maintained in effect insurance complying with this Lease.

"Tenant's Work" is defined as all work necessary to complete the Premises, in accordance with the Tenant's approved construction documents including, any additional compliance with the disability access regulations which relate to Tenant's Work. Tenant's Work shall include, but not be limited to, the purchase and/or installation and/or performance of any and all of the following items required by Tenant in its plans, including all applicable governmental, architectural and engineering fees therefore:

Tenant's Work:

1) All interior partitions unless otherwise noted above.
2) Drop walls; curtain walls, light coves, show window platforms.
3) Any wall and floor finishes.
4) Any increase in the number or amount over Landlord's standard construction for water, electrical, gas or sewer service due to Tenant equipment or requirements.
5) Internal communications systems and alarm systems.
6) All store fixtures and furnishings.
7) Special heating, cooling or ventilating, except as provided above.
8) Special lighting fixtures.
9) All interior finish in show windows.
10) Removal of all Tenant's construction related debris from Shopping Center premises.
11) All gas lines required by Tenant, except as provided above.
12) Including without limitations any and all grease traps required by all appropriate governmental agencies.
13) Any Tenant roof penetrations shall be made by Landlord's roofing contractor if required to maintain roof guarantee and shall be reimbursed by Tenant.
14) All work performed on the Premises by Tenant shall be performed by certified licensed contractors, workers, subcontractors and material men.
15) All interior and exterior signs. (Exterior size, design and location shall conform to Landlord's Sign Criteria, Exhibit E, and shall be submitted for Landlord's approval before fabrication.)
16) The direct cost of any architectural, engineering and/or construction changes which were initiated by Tenant after Tenant's approval of the preliminary plans.
17) Any changes in Landlord's standard fire sprinkler system resulting from the configuration of Tenant's store layout. Any modifications required by Tenant shall be made by Landlord's fire sprinkler contractor if required to maintain system warranty and/or guaranty and shall be reimbursed to Landlord by Tenant. If system warranty and/or guaranty is not required to be maintained, Tenant shall use his own fire sprinkler contractor.
18) Any additional mechanical, plumbing or electrical work.
19) Should Tenant request, and Landlord agrees to have Landlord's contractor perform any of Tenant's work, it is agreed that the Tenant shall pay to Landlord, prior to the commencement of the construction, any cost incurred by Landlord in the construction of

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Tenant's Work, including a fee of 5% of construction costs to cover Landlord's coordination expenses.

20) Any costs associated with permits, City review fees, Landlord's architect's review fees, utility hook-up or metering fees, or any other charge or fee.

21) All other items or work which are not expressly made a part of Landlord's work above.

C. GENERAL CONSTRUCTION OBLIGATIONS

1) Tenant shall construct Tenant's Work at its sole cost and expense, in accordance with the provisions of this Lease and this Exhibit B. Exhibit B may be referred to herein as the Construction Exhibit. All work described in this lease (other than the Construction Exhibit) that is to be completed by Tenant prior to the Rent Commencement Date and all work described in the Construction Exhibit for which Tenant is responsible may be collectively referred to herein as "Tenant's Work".

2) All of Tenant's Work shall be done in a workmanlike manner and in accordance with all applicable current codes, statutes, ordinances, orders, rules, regulations, judgments and requirements of public authorities with jurisdiction and all applicable requirements of Landlord's insurance carriers relating to the Premises (to the extent made known to the party responsible for complying therewith).

D. Conceptual Documents

1) Within three (3) business days after Lease execution date, Tenant shall engage an architect, approved in writing in advance by Landlord and duly licensed to practice in the State of California, for the purpose of preparing the Conceptual Plans and Specifications ("Conceptual Documents") for the Premises. The design and construction documents for the mechanical, plumbing, electrical and structural disciplines shall be prepared by engineers approved in writing in advance by Landlord and duly licensed to practice in the State of California.

2) Within fifteen (15) business days after Lease execution date, Tenant shall submit to Landlord one (1) set of reproducibles and two (2) sets of bluelines Conceptual Documents to Landlord showing the intended layout and design character of the Premises. These documents shall include, but are not limited to, the following:

   (a) Layout of the space: Space allocations, the size and location of all partitions, doors, furniture, permanent and movable equipment and fixtures;
   (b) Architectural design of the space: Floor plans, interior elevations, sections, complete fixturing information and material selections and finishes;
   (c) Reflected ceiling plan showing the location, type and size of all lighting fixtures, air diffusers, grilles, ceiling materials, smoke detectors and fire sprinklers heads, if existing;
   (d) Color and material sample swatches / board;
   (e) Mechanical system, including basic equipment to be used in its position and capacity;
   (f) Electrical system: Floor and reflected ceiling plans showing location of electrical and telecommunication outlets, type of light fixtures, all equipment requiring electrical service, location of panelboard(s), switchboard(s) and projected electrical loads;
   (g) Structural: Structural drawings indicating all proposed revisions, if any, to the Shopping Center structural systems;
   (h) Plumbing systems, including water, sanitary sewer and gas, required within or directly related to the Premises and any routing within the Shopping Center;
   (i) Fire protection, sprinkler and fire / life safety systems required within or directly related to the Premises and any routing within the Shopping Center;
   (j) Preliminary budget and schedule and;
   (k) Outline specifications for the Tenant Improvements.

3) After review of Conceptual Documents, Landlord shall return to Tenant the Landlord's required modifications and/or approval within ten (10) business days after Landlord receives the Conceptual Documents from Tenant for review. If Conceptual Documents are returned to Tenant with modifications or a letter requiring modifications but not bearing Landlord's approval, such Conceptual Documents shall be immediately revised by Tenant and resubmitted to Landlord for approval within ten (10) business days after date of receipt by Tenant. This process shall be repeated until Landlord's final written approval of the Conceptual Documents has been obtained, however, such approval shall not be unreasonably withheld.

E. Construction Documents

1) Upon receipt of the approval of the Conceptual Documents by Landlord, Tenant shall commence the preparation of the Construction Plans and Specification ("Construction Documents").

2) The Construction Documents shall be prepared to include drawings, specifications and bid forms of such scope as to completely delineate the construction work to be performed and shall conform in all respects to the Conceptual Documents as approved by Landlord.

On or before twenty (20) business days after the approval of the Conceptual Documents, Tenant shall submit to Landlord one (1) set of reproducibles and two (2) sets of bluelines of Tenant's Preliminary

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Plans and Specifications ("Preliminary Tenant Plans") for Tenant's Work. Within ten (10) business days after Landlord's receipt of the Preliminary Tenant Plans, Landlord shall review and notify Tenant in writing of (i) Landlord's approval or disapproval of the Preliminary Plans and (ii) the approval or disapproval of any other tenant or occupant in the Shopping Center whose approval is required. If Landlord disapproves the Preliminary Tenant Plans, Tenant shall revise the Preliminary Tenant Plans and resubmit such revised Preliminary Tenant Plans within ten (10) business days after Tenant's receipt of Landlord's disapproval notice. Within ten (10) business days after Landlord's receipt of such revised Preliminary Tenant Plans, Landlord shall review and notify Tenant in writing of (i) Landlord's approval or disapproval of the Preliminary Plans and (ii) the approval or disapproval of any other tenant or occupant in the Shopping Center whose approval is required. If Landlord disapproves such revised Preliminary Tenant Plans, the procedures set forth above for revision and approval of the revised Preliminary Tenant Plans shall be repeated until the Preliminary Tenant Plans are finally approved by Landlord. The Preliminary Tenant Plans, as approved by Landlord, are referred to herein as the "Approved Tenant Plans". The Approved Tenant Plans shall not be modified or amended without prior written consent of Landlord.

F. Permits

1) Concurrently with the approval process of the Preliminary Tenant Plans, the Tenant will submit the Preliminary Tenant Plans to the appropriate governmental agencies for plan check review and approval. Any changes to the Preliminary Tenant Plans required by the appropriate governmental authorities/agencies shall be approved in writing by Landlord and Tenant. For the purposes of this paragraph, Tenant shall be deemed to have approved any changes approved by Landlord or to have disapproved any changes disapproved by Landlord should Tenant fail to notify Landlord of its approval or disapproval of any such matter within five (5) business days following receipt of notice thereof.

G. CONSTRUCTION OF TENANT IMPROVEMENTS

1) General Requirements. Tenant shall submit to Landlord, ten (10) business days prior to the commencement of the construction of Tenant's Work, the following information for Landlord's review and approval:

   (a) The names, contact names, addresses and license numbers of all general contractors and subcontractors tenant intends in the construction of the Premises.
   (b) A reasonably detailed schedule for Tenant's performance of the Tenant's Work (including, without limitation, the date on which Tenant's Work will commence, the estimated date of completion of Tenant's Work, and the date on which Tenant expects to open for business the Premises).
   (c) Evidence of insurance as required by the Lease. All such insurance policies, except for workers' compensation insurance shall include Landlord and its agent responsible for managing the Shopping Center as additional insured and include a cross-liability clause, a severability of interest endorsement and provisions that this insurance on behalf of the Landlord is primary and no other insurance available to the Landlord shall be called upon to contribute.
   (d) An itemized statement of estimated construction costs, including without limitation, architectural, engineering and contractor costs.
   (e) Copy of Tenant's construction contract(s). The contract(s) must include a provision requiring the filing of a payment and completion bond in the amount of the contract price.
   (f) Performance, payment and/or labor and material bonds for any or all contractors and subcontractors as may be required by Landlord, or any other bonds to be furnished by Tenant as may be required by Landlord to ensure the faithful performance of the work in accordance with the Approved Tenant Plans.
   (g) Copies of all required permits.

2) Commencement of Construction. Upon Landlord's approval of the Tenant's Plans, Landlord's Delivery of Premises to Tenant and, Tenant obtaining all necessary permits from the City of Sacramento, Tenant shall start construction of the Premises as soon as possible but no later than fourteen (14) days after the later of these three (3) dates, and Tenant shall carry such construction to completion with all due diligence. The failure of Tenant to comply with the procedures and schedules set forth in this Exhibit, or to complete the construction of the Premises prior to the Rent Commencement Date shall have no effect whatsoever upon the commencement of the Lease Term and provided that Landlord has met all its obligations stated in this Exhibit in a timely manner.

3) Contractor Qualifications. All contractors and subcontractors engaged to work on Tenant's Work shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with other contractors in the Shopping Center. Upon notice from Landlord, Tenant shall stop using (or cause contractor or any subcontractor to stop using) any person or entity disturbing labor harmony with any work force or trade engaged in performing Tenant's Work or other work, labor or services in or about the Shopping Center. All work shall be coordinated with any ongoing Shopping Center construction work. Landlord shall have the right to disapprove any contractor or subcontractor, which Tenant desires to engage for Tenant's Work.

4) Construction Rules. Tenant will abide by and cause contractors, subcontractors, Tenant's agents

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and Tenant's employees to abide by the rules and regulations published by Landlord from time to time, including, without limitation, rules and regulations pertaining to parking, toilet facilities, safety conduct, delivery of materials and supplies, employee entrance gates to the Shopping Center, hours of construction and cooperation with Landlord's architect, general contractor and subcontractors and other tenants in the Shopping Center.

5) Damage to Shopping Center. Should any damage occur to any portion of the Shopping Center during construction of Tenant's Work arising out of or in connection with any acts, omissions or negligence of Tenant to any person claiming through or under Tenant, Tenant's agents, Tenant's employees, contractor, subcontractors or any person claiming through or under Tenant, in, on or about the Premises or the Shopping Center, including without limitation, any acts, omissions or negligence in the making or performing of any of Tenant's Work, then, in addition to and notwithstanding any other rights and remedies of Landlord under the Lease, and without any grace periods, Landlord may, at its sole discretion, either (a) cause Tenant to repair such damage at Tenant's sole cost and expense in which case Tenant shall make such repairs within ten (10) days except in cases of emergency, in which case Tenant shall promptly repair such damage until its completion or (b) repair such damage and charge Tenant for such repair as Additional Rent.

6) Notice of Completion. Upon completion of Tenant's Work, Tenant shall timely record a Notice of Completion in the office of the Sacramento County Recorder in accordance with the terms of Section 3093 of the California Civil Code or any successor statute and shall submit to Landlord a conformed copy of such Notice of Completion.

7) Landlord's Letter Of Acceptance. Upon completion of Tenant's Work, Landlord shall inspect the Premises, and if the Premises are acceptable, shall issue a Landlord's Letter of Acceptance. The issuing of such Letter shall be contingent upon all of the following:

   (a) Landlord's acceptance of Tenant's Work as being complete in accordance with the approved construction Drawings shall be subject to Landlord's inspection and subsequent written approval. Tenant shall give Landlord prior written notification of the anticipated completion date of Tenant's Work and shall schedule a "walk-through" prior to opening the Premises for business. Tenant shall give Landlord one (1) week written notice prior to said walk-through and Landlord agrees that said walk-through shall occur within ten (10) days after receipt of Tenant's notice by Landlord. The walk-through shall be attended by Tenant, the architect, contractor and a representative of Landlord. A "punchlist" of items to be completed and/or corrected by Tenant shall be compiled. Tenant shall promptly correct and/or complete all items on such punchlist and failure to do so within forty-five (45) days after the walk-through shall permit Landlord, without notice, to correct and/or complete such items. IN NO EVENT SHALL TENANT OPEN FOR BUSINESS PRIOR TO SUCH WALK-THROUGH.

   (b) The expiration following Tenant's recording of the Notice of Completion of the period for the recording of claims of lien for the work performed in the Premises with no claims of lien having been recorded or, if such lien period has not expired, Tenant's furnishing Landlord with the final and unconditional waivers and releases of liens and sworn statements from all persons performing labor and/or supplying materials in connection with such work showing that all such persons have been compensated in full.

   (c) Submission of all items required in Section D.2 of this Exhibit.

H. Guarantees and Warranties

1) Construction Contract Guarantees and Warranties. Contractor and each subcontractor shall guarantee and warrant for the benefit of Landlord and Tenant that (a) the portion of the Tenant Improvements for which it is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year (unless a longer period is expressly required in the Tenant Approved Plans) from the date of Substantial Completion of the Tenant's Work (the "Warranty Period") and (b) such contractor and subcontractors shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract within such Warranty Period. "Substantial Completion" as used in this paragraph shall mean the later of the walk through required by Exhibit or the receipt of the Certificate of Occupancy. All such guarantees and warranties shall be expressly set forth in the construction contract and all subcontracts thereunder and shall be written so as to be enforceable by Landlord (or following Landlord's failure to enforce the same within a reasonable period following request to do so by Tenant). The correction of any such work shall include, without additional charge, all additional expenses and damages in connection with such removal or replacement of all or any part of the Tenant's Work. Without additional consideration and without condition or delay, Tenant covenants to give to Landlord such assignments or other assurances which may be required or direct enforcement of Landlord's rights with respect thereto, to the extent applicable under the preceding sentence, and Tenant hereby waives all claims against Landlord relating to, or arising out of, the construction of the Tenant Improvements.

2) No Warranties or Representations by Landlord. Landlord makes no warranty or representation of any type or nature with respect to the adequacy or sufficiency of the Approved Tenant Plans for any purpose. Landlord makes no warranty or representation of any type or nature with respect to

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the quality, suitability or ability of contractor or the quality of the work or materials supplied or performed with respect to the Tenant Improvements by contractor, subcontractors, Tenant's agents or any other person or entity.

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EXHIBIT C

OLIVEWOOD SHOPPING CENTER

RULES AND REGULATIONS

Landlord hereby establishes the following rules and regulations for the preservation of good order and for the safety, care and cleanliness of the Shopping Center, including all Common Areas thereof and Tenant's Premises therein:

1. All floor areas of the Premises (including vestibules, entrances, and air returns), doors, fixtures, windows, and plate glass shall be maintained in a clean, safe and good condition. If the Premises are situated on the ground floor with direct access to the street, drive aisles or parking areas, then Tenant shall, at Tenant's expense, keep the sidewalks and curbs directly in front of the Premises clean and free from dirt, refuse and other obstructions.

2. All trash, refuse and waste materials shall be stored in adequate containers and regularly removed from the Premises. These containers shall not be visible to the general public and shall not constitute a health or fire hazard or nuisance to any other tenant. In the event that Tenant shall fail to remedy such a health or fire hazard or nuisance within five (5) days after written notice by Landlord, Landlord may remedy and/or correct such health or fire hazard or nuisance at the expense of Tenant. Tenant agrees that it shall comply with all fire and security regulations that may be issued from time to time by Landlord, and Tenant also shall provide Landlord with the name of a designated responsible employee to represent Tenant in all matters pertaining to such fire and security regulations.

3. The Premises shall not be used for lodging or sleeping or for any illegal purposes.

4. No vending or gaming machine or machines shall be installed, maintained or operated upon the Premises without the prior written consent of Landlord, except for such vending machines located in nonpublic areas as are for the exclusive use of Tenant's employees.

5. No person or persons shall use the Premises, or any part thereof, for conducting therein a second-hand store, auction, distress or fire sale or bankruptcy sale, or "going-out-of-business" sale or "lost our lease" sale, without Landlord's prior written consent in each instance.

6. No portion of the Premises shall be used for the storage of any merchandise, materials or other properties, other than those reasonably necessary for the operation of Tenant's business. Landlord may, from time to time, inspect the Premises to ensure compliance with the foregoing provisions.

7. No display areas of the Premises shall be left vacant, and Tenant shall not black-out or otherwise obstruct the windows of the Premises, without Landlord's prior written consent. No files, cabinets, boxes, containers or similar items shall be placed in, against or adjacent to any window of the Premises so as to be visible from the outside of the Premises. Except with respect to any window coverings approved by Landlord and installed in connection with the construction of Tenant's original improvement of the Premises, Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may be observed from outside the Premises. Tenant shall not cause to be covered, or otherwise sunscreened, any window in the Premises.

8. Landlord shall have the absolute right to enter upon the Premises to perform such cleaning and clearing of the pipes and drains servicing the Premises (including roto-rooter service), and any grease ducts and traps and exhaust systems servicing the Premises, as Landlord shall deem necessary.

9. If Tenant shall operate a carry-out food operation, including any ice cream store, Tenant shall pay Landlord for all sidewalk and Common Area cleanup work (including without limitation steam cleaning), that Landlord shall determine is necessary to preserve the sanitation, cleanliness, clean appearance, of the Shopping Center. Tenant shall pay Landlord on an estimated monthly basis, adjusted annually, and will be responsible for a cleanup of not less than one hundred feet (100') in radius from the entrance(s) to the Premises.

10. The sidewalks, walkways, bridges, arcades, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used by it for any purpose other than for ingress to and egress from the Premises. The sidewalks, walkways, bridges, arcades, halls, passages, exits, entrances, elevators, stairways and roof are not for the use of the general public, and Landlord shall in all cases retain the right of control and prevent access thereto by all persons whose presence in the judgment of Landlord, might be prejudicial to the safety, character, reputation and interests of the Shopping Center and its tenants; provided that nothing herein contained shall be construed so as to prevent such access to persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities or are creating a nuisance.

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11. Tenant and its employees and invitees shall not go upon the roofs of the buildings within the Shopping Center.

12. Tenant shall not alter any lock or install any new or additional locks or any bolts on any door of the Premises without the prior written consent of Landlord (except as to safes and vaults of Tenant).

13. The toilet rooms and urinals, wash bowls and other apparatus therein shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be placed therein. All costs resulting from any breakage, stoppage or damage, as the result of the violation of this rule by Tenant, its employees or invitees, shall be borne by Tenant.

14. Except as to normal pictures and furnishings, Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof. No boring, cutting or stringing of wires shall be permitted except with the prior written consent of Landlord and as Landlord may direct. The expense of repairing any damage resulting from a violation of this rule shall be borne by Tenant.

15. Tenant shall not lay linoleum tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Landlord. Tenant must obtain the prior written consent of Landlord or Landlord's architect to drive nails, screw, drill, core or make any other modification to the floor. Tenant shall not use any hand trucks in the Premises except those equipped with rubber tires and side guards. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by Tenant.

16. Tenant shall not overload the floor or any structural component of the Premises or the building within which the Premises are located with any equipment (whether electronic or not), furniture or freight (collectively, "Equipment"). In the event Tenant shall require Equipment that might overload the floor or other structural components of the Premises or the building within which the Premises are located, Tenant shall notify Landlord and provide Landlord with information on the specific nature of such Equipment, including, but not limited to, dimensions, weight and specifications thereof. If Landlord approves the placement of same in the Premises, Landlord shall make any necessary adjustments to the Premises and/or the building required to accommodate such Equipment, all at Tenant's sole cost and expense. In addition, Landlord shall have the right to prescribe how such Equipment shall be permitted to be situated in the Premises, including requiring that such Equipment stand on wooden strips of such thickness as is necessary to properly distribute the weight of the Equipment. All such approved Equipment shall be moved into and out of the Premises during such hours and in such a manner as Landlord shall designate. Landlord shall also have the right to prescribe the weight, size and position of all safes which Tenant shall bring into the Premises. Landlord will not be liable for the loss of or damage to any Equipment from any cause; and any damage to the Shopping Center and/or the Premises caused by moving or maintaining such Equipment shall be repaired at Tenant's sole cost and expense.

17. Tenant shall not use, keep or permit to be used or kept any noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Shopping Center by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein. Tenant shall not make or permit to be made any loud or disturbing noises or disturb or interfere with occupants of the Shopping Center or those having business with them, whether by the use of any musical instrument, radio, phonograph, shouting, or in any other manner. No articles may be thrown out of the doors or windows of the Premises.

18. Tenant, or its employees, shall not use or keep in the Premises or the Shopping Center, any firearm or weapon of any kind, kerosene, gasoline or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied or permitted by Landlord.

19. Tenant shall not connect any device to any electrical current except through existing electrical outlets located within the Premises, unless otherwise approved in writing by Landlord. Landlord shall direct electricians regarding the manner and the locations in which telephone and telegraph wires are to be introduced. No boring or cutting for or laying of wires will be allowed without the prior written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord.

20. All keys to offices, rooms and toilet rooms shall be obtained from Landlord and Tenant shall not duplicate or obtain such keys from any other sources. Upon termination of the Lease, Tenant shall deliver to Landlord the keys of the offices, rooms, and toilet rooms which were previously furnished to Tenant, failing which Tenant shall pay Landlord the cost of replacing same or of changing the lock or locks opened by any unreturned key if Landlord deems it necessary to make such changes. Landlord, in its sole and absolute discretion, may require a reasonable sum from Tenant as a deposit for any such keys.

21. It shall be Tenant's responsibility before leaving the Premises to ensure that (a) all doors to the Premises are closed and securely locked, (b) all water faucets and other water apparatus are entirely shut off, and (c) all electricity is shut off, so as to prevent waste or damage. Tenant assumes any and all responsibility for protecting the Premises from theft, robbery and pilferage,

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which includes keeping doors locked and other means of entry to the Premises closed. Tenant shall be solely liable for any damage or injury that may be occasioned by the failure of Tenant and/or its employees to observe the precautions outlined herein.

22. Landlord reserves the right to exclude or expel from the Premises or the Shopping Center any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or is violating the rules and regulations of the Shopping Center. Landlord shall further have the right to restrict access to the Premises and the Shopping Center during any invasion, riot, public disturbance or excitement, and at any other time Landlord deems it advisable for the safety and protection of the Shopping Center, its occupants and/or the property thereof. Landlord shall not be held liable for, and Tenant shall indemnify, defend and protect Landlord from all damages and claims that may arise from Landlord's failure to grant access to the Premises and the Shopping Center during any such time.

23. Tenant shall not canvass or solicit in the Shopping Center and Tenant shall cooperate to prevent any such canvassing and/or solicitation.

24. The requirements of Tenant will be attended to only upon application to Landlord's designated property manager. Employees of Landlord shall have no obligation to perform any work for Tenant or do anything outside their regular duties for Tenant unless under special instructions from Landlord, and no employee shall have any obligation to admit any person (Tenant or otherwise) to any office of Landlord without specific instruction from Landlord.

25. Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or the exterior walls of the Premises. No awnings, air conditioning units or other projections shall be attached to the outside walls or window sills of the Premises or otherwise project from the Premises, without the prior written consent of Landlord.

26. Neither sidewalks nor malls shall be used to display, store or place any merchandise, equipment or devices, except with Landlord's prior written approval in each instance.

27. No public telephone, newsstand, shoeshine stand, refreshment, vending or other coin operated machine shall be installed or placed on the sidewalk adjacent to the Premises or on the Common Area without Landlord's prior written approval in each instance.

28. Tenant and its authorized representatives and invitees shall use any roadway, walkway or mall (including the enclosed mall, if any) only for ingress to and egress from the stores in the Shopping Center. Use of the Common Area shall be in an orderly manner in accordance with directional or other signs or guides. Roadways shall not be used at a speed in excess of ten (10) miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. Walkways and malls (including the enclosed mall, if any) shall be used only for pedestrian travel.

29. All tenants and their authorized representatives and invitees shall not use the parking areas for anything but parking motor vehicles. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. During peak periods of business activity, Landlord can impose any and all controls Landlord deems necessary to operate the parking lot including but not limited to the length of time for parking use.

30. No person shall use any utility area, truck loading area or other area reserved for use in conducting business, except for the specific purpose for which permission to use these areas has been given.

31. No employee shall use any area for motor vehicle parking except the area specifically designated for employee parking for the particular period of time the use is to be made. No tenant shall designate an area for employee parking except the area designated in writing by Landlord.

32. Without the consent of Landlord, no person shall use any of the Common Area for:

    a. Vending, peddling or soliciting orders for sale or distributing of any merchandise, device, service, periodical, book, pamphlet, or other matter;

    b. Exhibiting any sign, placard, banner, notice or other written materials;

    c. Distributing any circular, booklet, handbill, placard, or other material;

    d. Soliciting membership in any organization, group, or association, or soliciting contributions for any purpose;

    e. Parading, patrolling, picketing, demonstrating, or engaging in conduct that might interfere with the use of the Common Area or be detrimental to any of the business establishments in the Shopping Center;

    f. Using the Common Area for any purpose when none of the business establishments in the Shopping Center is open for business;

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g. Discarding any paper, glass, or extraneous matter of any kind, except in designated receptacles;

h. Using a sound-making device of any kind or making or permitting any noise that is annoying, unpleasant, or distasteful; or

i. Damaging any sign, light standard, or fixture, landscaping material or other improvement or property within the Shopping Center.

The above listing of specific prohibitions is not intended to be exclusive, but is intended to indicate the manner in which the right to use the Common Area solely as a means of access and convenience in shopping at the business establishments in the is limited and controlled by Landlord.

33. No pets shall be allowed in or about the Premises or Common Area of the Shopping Center, without Landlord's prior written consent.

34. Tenant and its authorized representatives and invitees shall not loiter in the Common Area. They shall in no way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances, and exits; they shall use them only as ingress to and egress from their work areas.

35. Tenant and its authorized representatives and invitees shall not throw cigar or cigarette butts or other substances or litter of any kind in or about the buildings of the Shopping Center, except in receptacles placed in it for that purpose.

36. PRINCIPLES RELATING TO APPLICATION OF RULES AND REGULATIONS

37. Landlord shall not be responsible to Tenant or to any other person for the nonobservance or variation of these rules and regulations by any other tenant or other person. Landlord may waive any one or more of these rules and regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such rules and regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such rules and regulations against any or all of the tenants of the Shopping Center. Tenant shall be deemed to have read these rules and to have agreed to abide by them as a condition to Tenant's occupancy of the space leased.

38. Landlord reserves the right upon written notice to Tenant, to rescind, alter or waive any rule or regulation at any time prescribed for the Shopping Center, or to establish additional rules and regulations when, in Landlord's sole judgment, it is necessary, desirable or proper for the best interests of the Shopping Center.

39. Any consent, approval, request, agreement or other communication to be given or made under these rules and regulations shall be in writing.

40. For purposes of these rules and regulations the term "Tenant" shall include Tenant's agents, servants, employees, contractors, visitors and invitees, and Tenant shall be responsible for the observance by all such persons of all of the foregoing rules and regulations (as the same may be amended from time to time) and any additional rules and regulations promulgated by Landlord.

41. Tenant's violation of any rule or regulation contained herein or reasonably established by Landlord shall constitute a material default of the Lease.

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EXHIBIT D

OLIVEWOOD SHOPPING CENTER

COMMENCEMENT CERTIFICATE

RE: Lease dated _____, between _____ _____ ("Landlord") and _____("Tenant") for the Premises in _____ _____, commonly known as _____.

Tenant hereby verifies that the dates and amounts stated below are correct and further acknowledges and accepts possession of the Premises.

Area: gross leaseable square feet
Lease Commencement Date:
Rent Commencement Date:
Lease Expiration Date:

TENANT:

By:
Title
Date:

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EXHIBIT E

OLIVEWOOD SHOPPING CENTER

SIGN CRITERIA

The following "Sign Criteria" has been established for the purpose of assuring a first class Shopping Center, and for the mutual benefit of all occupants. Conformity with the Sign Criteria shall be strictly enforced and any non-conforming or disapproved signs shall be brought into conformity at the expense of Tenant.

The Sign Criteria has been designed to give each tenant flexibility in personalizing its own store and at the same time allow maximum creativity in sign design. Landlord reserves the right to waive the Sign Criteria for any tenant occupying at least five thousand (5,000) square feet of building area or which is nationally recognized.

A. GENERAL CRITERIA

1. Prior to the installation of any sign in the Shopping Center, Tenant shall submit to Landlord for its approval, three (3) copies of a detailed shop drawing of its proposed sign, prepared by sign contractor, indicating conformance with the Sign Criteria. Such shop drawings shall include the building elevation to which the signs are attached, letter size, layout and color, including all copy and graphics. Approval of the proposed sign shall be in accordance with the provisions of this Exhibit C.

2. Tenant shall pay all costs for its signs, including installation and maintenance. Tenant or its sign contractor shall obtain and pay for all necessary permits and approvals.

3. Tenant shall be responsible for fulfilling all requirements of the Sign Criteria.

4. Tenant or its sign contractor shall be responsible for and shall repair any damage to any surface caused by its work.

5. Animated, flashing or audible signs are prohibited.

6. Exposed raceway, cross-overs, conduits, neon tube conductors, transformers, etc. are prohibited.

7. The center line of all signs shall be centered on the frontage of the leased premises. All signs in the Shopping Center shall also be centered horizontally.

8. Temporary signs of any type are prohibited. Additional advertisement, i.e. flags, pennants, balloons, paint, cloth signs, banners, or similar devices on the building or on windows are prohibited, except as otherwise approved by Landlord prior to installation. Landlord shall have the right, without liability to Tenant, to remove signs as described in this paragraph without notice to Tenant.

9. No decals shall be visible except as required by local codes and ordinances. A U.L. label shall be affixed to at least one (1) sign.

10. Tenant shall have one (1) sign utilizing individual metal channel letters, not to exceed seventy percent (70%) of the linear front feet of leased frontage by eighteen inches (18") maximum height. Stores having more than one storefront elevation may have one additional sign for any additional storefront facing a street up to a maximum of two (2) signs.

11. Any signs that (i) have not received Landlord's prior approval or (ii) do not comply with the Sign Criteria, may be removed by Landlord or its agent(s) at the expense of Tenant.

B. SIGN DESIGN

1. Signs located at the rear of any shop designating any individual shop location for delivery and emergency purposes only shall be in conformance with the following specifications:

   (a) Size: Four inches (4") high
   (b) Material: Black painted letters
   (c) Location: On rear door
   (d) Maximum number of signs: One (1) per tenant.

2. Tenant shall be permitted to place in the window panel on one side of each entrance to the Premises, not more than one hundred forty-four (144) square inches of Roman "stenos" lettering by Dennison (or equal) not to exceed two inches (2") in height, indicating hours of business, telephone, etc. No other window signs will be allowed at any time, without prior approval of Landlord.

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3. Metal channel letters shall be internally illuminated by 60 M.A. neon.

4. Tenant copy shall have a letter height, as prescribed by Landlord prior to fabrication, with a limit of two (2) rows of copy, not to exceed maximum sign area specified in A.10 above.

5. Color must be as prescribed by Landlord prior to fabrication of Tenant's sign.

6. Trim Cap must be as prescribed by Landlord prior to fabrication of Tenant's sign.

7. All exposed cabinet sheet metal shall be twenty-five (25) gauge, painted with one (1) coat of lead primer and two (2) coats of enamel to match the material color to which it is attached.

8. The "copy" and "logo" criteria for each sign shall be as follows:

   (a) Tenant shall display only its established trade name or its basic product name including logo, if requested, i.e., "John's Shoes", or combination thereof. No brand names of products shall be displayed.

   (b) The copy (letter type) and logos proposed shall be submitted to Landlord for specific approval. Only approved copy, and logos shall be included in the signs. Landlord reserves the right, in its sole discretion, to disapprove the copy, including, but not limited to, non-English language words, characters or logos, included in Tenant's sign.

C. SIGN CONSTRUCTION

1. All signs shall be individual internally illuminated colored metal channel letters.

2. Except as otherwise provided herein, the colors of all letters and logos to be used on any sign shall be subject to approval of Landlord.

3. Tenant shall be fully responsible for all the actions of Tenant's sign contractor with respect to the installation of any sign in the Shopping Center.

4. All signs and their installation shall comply with all applicable building and electrical codes.

5. Tenant's shall be responsible for the fulfillment of all requirements and specifications, completing the installation in a workmanlike manner, clean up, patching and painting all surfaces damaged by it or its contractor(s), employee(s) or agent(s.)

6. Attachment shall be completed in accordance with building codes and customary installation practices.

D. All signs shall be fabricated and installed prior to Tenant commencing business in the Premises.

E. Notwithstanding anything herein to the contrary, Tenant, in addition to the above signs, shall have constructed and installed one (1) under canopy sign which shall meet the criteria as illustrated, if at all, in this Exhibit E.

F. Notwithstanding Landlord's approval of Tenant's sign proposal, Tenant understands and agrees that no signs may be manufactured or installed without Tenant having obtained prior approval of all applicable governmental agencies with appropriate jurisdiction.

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EXHIBIT F

OLIVEWOOD SHOPPING CENTER

TENANT ESTOPPEL CERTIFICATE

To: _____

Re: Lease Date: _____
Landlord: _____
Tenant: _____
Square Feet: Approximately _____
Floor(s): _____
Located at: _____

_____ ("Tenant") hereby certifies that as of _____, 20__:

1. Tenant is the present owner and holder of the Tenant's interest under the lease described above, as it may be amended to date (the "Lease") with _____ _____ ("Landlord"). The Lease covers the premises commonly known as _____ _____ (the "Premises") in the building (the "Building") at the address set forth above. The improvements and space required to be furnished according to the Lease have been completed in all respects, the Premises comply with all applicable laws and there are no structural or mechanical defects in the Premises. Landlord has no obligation to construct, refurbish, install, rehabilitate or remove any existing or additional improvements in the Premises except _____.

2. (a) The attached Exhibit _____ accurately identifies the Lease and all modifications, amendments, supplements, side letters, addenda and riders of and to it.

(b) The term of the Lease commenced on _____, 20_____ and will expire on_____, 20_____, including any presently exercised option or renewal term. Except as specified in Sections _____of the Lease (copy attached), Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking.

(c) Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part). Tenant has no right or interest with respect to the Premises or the Building other than as Tenant under the Lease.

(d) The annual minimum rent currently payable under the Lease is $_____ and such rent has been paid through_____, 20_____. The annual percentage rent currently payable under the Lease (if applicable) is at the rate of _____% and such rent has been paid through _____, 19_____.

(e) Additional rent is payable under the Lease for (i) operating, maintenance or repair expenses, (ii) property taxes, (iii) insurance, (iv) consumer price index (CPI) cost of living adjustments, or (iv) percentage of gross sales adjustments (i.e. adjustments made based on underpayments of percentage rent). Such additional rent has been paid in accordance with Landlord's rendered bills through _____ _____, 20_____. The base year amounts (if applicable) for additional rental items are as follows: (1) operating, maintenance or repair expenses $_____, (2) property taxes $_____ _____, (iii) insurance $_____, and (4) CPI cost of living $_____ The base year CPI for the Lease is _____.

(f) Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession.

(g) Landlord currently holds a security deposit in the amount of $_____ which is to be applied by Landlord or returned to Tenant in accordance with Section _____ of the Lease. Tenant acknowledges and agrees that Lender shall have no responsibility or liability for any security deposit, except to the extent that any security deposit shall have been actually received by Lender.

3. (a) The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified, changed altered or amended and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

(b) All insurance required of Tenant under the Lease has been provided by Tenant and all premiums have been paid.

(c) To the best knowledge of Tenant, no party is in default under the Lease. To the best knowledge of Tenant, no event has occurred which, with the giving of notice or passage of time, or

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both, would constitute such a default. Tenant has no set-off claims or defenses to the enforcement of the Lease.

(d) The interest of Tenant in the Lease has not been assigned or encumbered. Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full and all of Landlord's obligations with respect to tenant improvements have been fully performed. Tenant has accepted the Premises, subject to no conditions other than those set forth in the Lease.

5. Neither Tenant nor any guarantor of Tenant's obligations under the Lease is the subject of any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships.

6. (a) As used here, "Hazardous Substance" means any substance, material or waste (including petroleum and petroleum products) which is designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is similarly designated, classified or regulated, under any federal, state or local law, regulation or ordinance.

(b) Tenant represents and warrants that it has not used, generated, released, discharged, stored or disposed of any Hazardous Substances on, under, in or about the Building or the land on which the Building is located. Tenant has no actual knowledge that any Hazardous Substance is present, or has been used, generated, released, discharged, stored or disposed of by any party, on, under, in or about such Building or land.

7. Tenant hereby acknowledges that Landlord has encumbered the property containing the Premises with a deed of trust in favor of Lender. Tenant acknowledges the right of Landlord, Lender and any and all of Landlord's present and future lenders to rely upon the statements and representations of Tenant contained in this Certificate and further acknowledges that any loan secured by any such deed of trust or further deeds of trust will be made and entered into in material reliance on this Certificate.

8. Tenant hereby agrees to furnish Lender with such other and further estoppels as Lender may reasonably request.

By:_____ Title:_____

Name:_____ Date:_____

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:13:50 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 041 - 6853 65th Street Suite C.pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:05 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:29 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590
>
> TwinRivers UNIFIED SCHOOL DISTRICT

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
TN INTERNATIONAL INC,

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of October, 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and TN International INC (hereinafter "TN International INC") (HIGHLANDS and TN International INC being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, TN International INC is the owner of a certain real property located at 6853 65th Street Suite C, Sacramento, CA 95828 (the "Site" or "Premises");

WHEREAS, TN International INC is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and TN International INC desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of TN International INC's Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and TN International INC hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 4,320 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, if at all, by written notice (**"Option Notice")** delivered by HIGHLANDS to TN International INC not less than

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three (3) months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with TN International INC's shared use of the Site, if any. TN International INC's shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to TN International INC. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and TN International INC equipment thereon, shall revert to TN International INC.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide TN International INC with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from TN International INC, if available. TN International INC agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with TN International INC further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and TN International INC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with

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the zoning for the property, etc.) TN International INC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

2. Facilities Use.

TN International INC agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.25 per square foot ($5,400.00 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 4,320 square feet.

HIGHLANDS agrees to pay 45% monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, trash, internet access, and telephone usage.

3. Maintenance and Operations.

A. TN International INC Obligations. TN International INC shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. TN International INC's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires TN International INC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify TN International INC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that

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immediate action is required to prevent a safety or health hazard, or prevent significant damage to TN International INC'S property. TN International INC reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use

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of Hazardous Substances without the express prior written consent of TN International INC and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose TN International INC or HIGHLANDS to any liability therefor. In addition, TN International INC may condition its consent to any Reportable Use upon receiving such additional assurances as TN International INC reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform TN International INC. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by TN International INC, HIGHLANDS shall immediately give written notice of such fact to TN International INC, and provide TN International INC with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of,

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and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold TN International INC and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. TN International INC Indemnification. TN International INC shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of TN International INC. No termination, cancellation or release agreement entered into by TN International INC and HIGHLANDS shall release TN International INC from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify TN International INC and TN International INC shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to October 1, 2024, then

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HIGHLANDS may terminate this Lease upon written notice to TN International INC if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without TN International INC's prior written consent. TN International INC approval of any improvements, including the work schedule, work hours, and modifications, shall be at TN International INC's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with TN International INC's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. TN International INC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and TN International INC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event TN International INC requires the cessation of work, TN International INC and HIGHLANDS will immediately meet to address TN International INC's concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

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7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. TN International INC shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of TN International INC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, TN International INC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by TN International INC, and shall remain in procession of TN International INC at all times.

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10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to TN International INC in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. TN International INC and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, TN International INC and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against TN International INC or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

TN International INC's Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, TN International INC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person,

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firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the TN International INC's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by TN International INC, in or about the site; TN International INC's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of TN International INC, HIGHLANDS, shall indemnify, hold harmless, and defend TN International INC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against TN International INC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, TN International INC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend TN International INC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

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14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of TN International INC. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of TN International INC.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit TN International INC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit TN International INC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. TN International INC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in

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writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and TN International INC shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to TN International INC, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. TN International INC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of TN International INC located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

TN International INC: Tammy Nguyen
TN International INC
6853 65th Street Suite A
Sacramento, CA 95828

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery

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service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

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26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/24/24

Bill McGuire , Executive Director
Highlands Community Charter School

By: Tammy Nguyen
Tammy Nguyen (Oct 17, 2024 11:19 PDT) Date: 10/17/2024

Tammy Nguyen
TN International INC

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EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of Suite C on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.



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EXHIBIT B

Parking Diagram; Access Rules; Schedule

Monday through Friday 07:30 AM to 09:00 PM.



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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. TN International INC's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. TN International INC shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and TN International INC shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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COMMERCIAL LEASE

This Commercial Lease Agreement ("Lease") is made and effective this 1st day of June, 2019, by and between Tammy Nguyen doing business as TN International INC ("Landlord" or Lessor) and doing business as Highlands Community Charter School ("Tenant").

WHEREAS: Landlord is the owner of land and improvements commonly known and numbered as 6853 65th Street Ste C, Sacramento, California 95828 and legally described as follows (the "Building"):

WHEREAS, Landlord makes available for lease approximately 4320 square feet of a portion of the Building as set forth on Attachment A (the "Leased Premises").

WHEREAS, Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

NOW, THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term**.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an period of three (3) years (the "Initial Term") and after that have two (2) years option to extent beginning June 1st, 2019 and ending June 30th, 2024. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. If Landlord needs place back or Tenants need to move, Landlord or Tenant may terminate this lease by giving a written notice of intention to terminate at least (30) days prior to date of termination or until May 31, 2022.

B. Provided Tenant is not in default of any terms or provisions of this Lease, Tenant may renew the Lease for one extended term of one (1) year and thirty days (30) days option preparer to renew. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. **Rental**.

A. Tenant shall pay to Landlord during the Initial Term and the Extended Term. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 6853 65th Street, Sacramento, California 95828 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenants must be payment on time 1st day of month, no later 10th of the month, if late will be charge 10% more on the payment of month.

In accordance with Section 19 below, Tenant shall also pay to Landlord a "**Security Deposit**" in the amount of Three Thousands and Five Hundreds Dollars and No Cents **($3,500.00**) and **$3,500** (three thousands and five hundreds dollars) for 1st of the month tenant get in and total is **$7,000** (seven thousands even).

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The Security Deposit along with the first months rent shall be paid to Lessor upon the execution of this Agreement.

3. Use

Tenant shall use the Premises for the purpose of establishing a community Charter School. Tenant shall not use the Leased Premises for any other purpose with the express written consent of the Lessor. In addition, the Premises shall not be used for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. **Repairs**.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. **Alterations and Improvements**.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. **Property Taxes**.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

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8. **Insurance**.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than $2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. **Utilities.**

Tenant shall pay all charges for electricity, other services and utilities used by Tenant on the Leased Premises during the term of this Lease, and this services included with rent monthly payment ($3500/month).

10. **Signs**.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. **Entry**.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. **Parking**.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate

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parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

13. **SURRENDER OF PREMISES AT END OF TERM—REMOVAL OF FIXTURES**.

(a) Lessee agrees that upon the termination of this lease it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Lessee.

(b) Lessee may, at the expiration of the term of this lease, or renewal or renewals thereof or at a reasonable time thereafter, if Lessee is not in default hereunder, remove any trade fixtures or equipment which said Lessee has installed in the leased premises, providing said Lessee repairs any and all damage caused by removal.

(c) HOLDING OVER. Continued possession, beyond the expiration date of the term of this lease, by the Lessee (and absent a written agreement by both parties for an extension of this lease, or for a new lease, and absent the written consent of the Lessor) shall constitute a month-to-month extension of this lease at a rental of 150% of the previous rental for the premises (plus payment of the Lessee's share of the other expenses as set forth in this lease). Such holding over without the Lessor's consent shall not prejudice the Lessor's right to bring an action for the eviction of the Lessee.

14. **TERMINATION OF LEASE AND DEFAULTS OF LESSEE**.

(a) TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS. This lease shall terminate upon expiration of the demised term; or if this lease expressly and in writing provides for any option or options, and if any such option is exercised by the Lessee, then this lease will terminate at the expiration of the option term or terms. Upon default in payment of rental herein or upon any other default by Lessee in accordance with the terms and provisions of this lease, this lease may at the option of the Lessor be canceled and forfeited, PROVIDED, HOWEVER, before any such cancellation and forfeiture except as provided in 20(b) below, Lessor shall give Lessee a written notice specifying the default, or defaults, and stating that his lease will be cancelled and forfeited ten (10) days after the giving of such notice, in the case of failure to pay rent and/or other charges unless such default, or defaults, are remedied within such grace period; and 30 days after the giving of such notice, in the case of defaults other than for the payment of rent; provided, however, if the nature of the default is other than the payment of rent or other charges, and such defaults cannot reasonably be cured within such 30-day period, the Lessee shall not be in default provided in commences to cure the default within such 30-day period and thereafter diligently completes the cure. Lessee will be liable for all legal fees and expenses incurred by Lessor in connection with the collection of delinquent rent or other defaults by Lessee.

(b) BANKRUPTCY OR INVOLVENCY OF LESSOR OR LESSEE. In the event Lessor or Lessee is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Lessor or Lessee's leasehold interest by reason by any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Lessor or Lessee to the bankrupt party, then and in any such events, Lessor or Lessee may, at its option, immediately terminate this lease, reenter said premises, upon giving of ten (10) days written notice by Lessor or Lessee, all to the extent permitted by applicable law.
(c) In (a) and (b) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

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(d) Acceptance of keys, advertising and re-renting by the Lessor upon the Lessee's default shall be construed only as an effort to mitigate damages by the Lessor, and not as an agreement to terminate this lease.

15. **Damage and Destruction**.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions , inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

16. **Default**.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

17. **Quiet Possession**.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

18. **Condemnation**.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority

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takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

19. **Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein require d to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

20. **Security Deposit**.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

21. **Notice**.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

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If to Landlord to:

TN International INC
6853 65th Street Ste A
Sacramento, CA 95828

If to Tenant to:

Highlands Community Charter School
1333 Grand Ave
Sacramento, CA 95838

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

22. **Waiver**.
No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. **Memorandum of Lease**.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. **Headings**.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. **Successors**.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. **Consent**.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. **Performance**.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. **Compliance with Law**.

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Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. **Final Agreement**.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. **Governing Law**.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD

TAMMY NGUYEN

DATE: 5/30/19

TENANT

Murdock Smith

DATE: 5/31/19

EXHIBIT A

LEASED PREMISES

Landlord hereby leases to Tenant the portion of the premises as set forth below

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EXHIBIT B

RENTAL SCHEDULE

Months 1 – 12	**$3,500.00 per month**

041 - 6853 65th Street Suite C.pdf

AMENDMENT TO LEASE

THIS LEASE AMENDMENT (This " Amendment") date to be effective this 1st day of September 2022 (the "Effective Date:), is made and entered into by and between TN International INC ("Landlord" of Lessor) and doing business as Highlands Community Charter School ("Tenant").

RECITALS

A. Landlord and Tenant (collectively, the "Parties" and each, individually, a "Party") have entered into the following agreements: TN International INC (landlord) and Highland Community Charter School (tenant) (as it may have been amended the "lease")

B. Pursuant to the Lease, Tenant is leasing from Landlord certain property described therein for the purpose of school site.

C. The Parties desire to amend and modify certain continues terms of the Lease and increase extra utilities use (water, PGE and SMUD) as provided herein.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Except as otherwise defined herein, capitalized terms used in this Amendments shall have the meanings assigned to such terms in the Lease.

2 The rent to be paid by Tenant under the Lease is hereby increased by $350 per month, payable monthly to cover the cost of utilities and trash services. Starting on September 1, 2022.

3. The end of effective term of the Lease is still month to month until both notice within 90 days.

4. Except as amended or modified hereby, all other terms of the Lease shall remain unaltered and in full force and effect.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instruments.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

TENANT: HIGHLANDS COMMUNITY CHARTER SCHOOL

By: _____
Murdock Smith

LANDLORD: TN INTERNATIONAL INC

By: _____
Tammy Nguyen

From: Ellen Doty <edoty@ymclegal.com>
Sent time: 02/20/2026 01:15:09 PM
To: Vanessa Littlejohn <vlittlejohn@ymclegal.com>
Cc: YMC - Litigation Support <YMCLitigationSupport@ymclegal.com>
Subject: FW: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 048 - 2520 33rd St.pdf 049 - 2310 Fair Oaks Blvd Suite C &C2.pdf 049 - 2310 Fair Oaks Blvd Suite D.pdf 050 - 2667 Del Paso Blvd.pdf 051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

Ellen Doty • Senior Counsel | Attorney at Law

t 916.646.1400 c 916.618.1896 w ymclegal.com

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent: Friday, February 20, 2026 1:11 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:33 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
> Project Manager
> Twin Rivers Unified School District
> 5115 Dudley Boulevard
> McClellan, CA 95652
> Tel 916-566-1600 ext. 31252
> Fax 916-566-3590
>
> TwinRivers UNIFIED SCHOOL DISTRICT

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS COMMUNITY CHARTER SCHOOL

Success Vang <success.vang@hccts.org>

Fwd: Change in California CPI Feb 2024-Feb 2025

Accounts Payable Accounts Payable <ap@hccts.org> Fri, Apr 25, 2025 at 11:29 AM
To: Success Vang <success.vang@hccts.org>, AP Contracts <contracts@hccts.org>
Cc: Rich Henning <rich.henning@hccts.org>

Thanks Rich,

I have looped in @AP Contracts

De'Onna Jack

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

---------- Forwarded message ---------
From: **Rich Henning** <rich.henning@hccts.org>
Date: Thu, Apr 24, 2025 at 6:08 PM
Subject: Fwd: Change in California CPI Feb 2024-Feb 2025
To: Accounts Payable Accounts Payable <ap@hccts.org>

Here is a provision in our contract. Please update as you see fit.

Rich

Rich Henning | Director of School Services

a: 1333 Grand Ave. Sacramento, CA 95838
p: 916.844.2283 | **c:** 916.208.7522
w: hccts.org | "It's Never Too Late..."

facebook icon twitter icon youtube icon
linkedin icon instagram icon

HIGHLANDS
COMMUNITY CHARTER SCHOOL

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---------- Forwarded message ---------
From: **Gerald Pauly** <geraldpauly@immaculateconceptionsacramento.org>
Date: Thu, Apr 24, 2025 at 12:00 PM
Subject: Change in California CPI Feb 2024-Feb 2025
To: Rich Henning <rich.henning@hccts.org>, Rev. Brian Atienza <BAtienza@scd.org>, IC Personnel <personnel@immaculateconceptionsacramento.org>

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Rich:
The attached report, issued by the California Department of Industrial Relations, shows the change in the California Consumer Price Index, February 2024 to February 2025, 3.1%. Pursuant to the agreement between Highlands and the parish, the monthly rent will increase 3.1% effective July 1, 2025. The present rent of $15,495 will increase to $15,975 per month

Gerald M. Pauly, Deacon

ConsumerPriceIndexCalculator - Feb 24-25.pdf
270K

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Consumer Price Index Calculator

1. Select an Index

California

2. Select index type

All Urban Consumers

3. Select beginning month

February

4. Select beginning year

2024

5. Select ending month

February

6. Select ending year

2025

Beginning Index Value

338.496

Ending Index Value

348.871

Based upon the Index, index type, and the time period you have specified, the percent change in the Consumer Price Index is equal to:

3.1%

How can we help you today?



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HIGHLANDS COMMUNITY CHARTER SCHOOL

Accounts Payable Accounts Payable <ap@hccts.org>

Fwd: Change in California CPI Feb 2023 to 2024

Rich Henning <rich.henning@hccts.org> Wed, May 22, 2024 at 3:34 PM
To: Accounts Payable Accounts Payable <ap@hccts.org>

Per our contract.

Rich Henning | Director of School Services

a: 1333 Grand Ave. Sacramento, CA 95838
p: 916.844.2283 | **c:** 916.208.7522
w: hccts.org | "It's Never Too Late..."

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---------- Forwarded message ---------
From: **Gerald Pauly** <geraldpauly@immaculateconceptionsacramento.org>
Date: Wed, May 22, 2024 at 3:16 PM
Subject: Change in California CPI Feb 2023 to 2024
To: Rich Henning <rich.henning@hccts.org>

Mr. Henning:

Attached is a report, issued by the California Department of Industrial Relations, showing the change in the California Consumer Price Index, February 2023 to 2024, 3.3%.

Pursuant to the agreement between HIghlands and the parish, the monthly rent increases by 3.3% effective July 1, 2024. The present rent of $15,000 per month will increase to $15,495 per month.

Gerald M. Pauly, Deacon

PresentCCPIchange - CA CPI - 5-22-24.pdf
237K

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State of California
Department of Industrial Relations
http://www.dir.ca.gov/OPRL

Office of the Director- Research Unit
P.O. Box 420603, San Francisco, California 94142

CONSUMER PRICE INDEX – CALIFORNIA

Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, Riverside-San Bernardino-Ontario, United States City Average, 2023-2024

All Items
1982 - 1984 = 100

All Urban Consumers, percentage (%) change from previous year

Year	Month	California[a]	Los Angeles Long Beach Anaheim[b]	San Francisco Oakland Hayward[b]	San Diego Carlsbad[b]	Riverside San Bernardino Ontario[b]	U.S. City Average[b]
2023	January		5.8%		6.4%	7.3%	6.4%
2023	February	5.4%	5.1%	5.3%			6.0%
2023	March		3.7%		5.3%	4.6%	5.0%
2023	April	4.2%	3.8%	4.2%			4.9%
2023	May		3.2%		5.2%	3.9%	4.0%
2023	June	3.1%	2.5%	2.9%			3.0%
2023	July		2.7%		4.3%	3.4%	3.2%
2023	August	3.6%	3.3%	3.4%			3.7%
2023	September		3.2%		4.7%	4.9%	3.7%
2023	October	3.2%	2.4%	2.8%			3.2%
2023	November		2.8%		5.2%	4.3%	3.1%
2023	December	3.5%	3.5%	2.6%			3.4%
2023	Annual Average	3.9%	3.5%	3.7%	5.1%	4.7%	4.1%
2024	January		2.5%		3.8%	2.9%	3.1%
2024	February	3.3%	3.4%	2.4%			3.2%
2024	March						
2024	April						
2024	May						
2024	June						
2024	July						
2024	August						
2024	September						
2024	October						
2024	November						
2024	December						
2024	Annual Average						

Date of last update: 4/11/2024

[a] Weighted average of the consumer price indexes for Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, and Riverside-San Bernardino-Ontario. A conversion factor has been included for comparability of 2018 data with 2017 and prior years. Computed by the Department of Industrial Relations, Office of the Director - Research Unit from indexes issued by the U.S. Department of Labor.
[b] Source: U.S. Department of Labor, Bureau of Labor Statistics. Beginning with the November 2017 data, indexes for San Diego-Carlsbad will be published bi-monthly on odd months only (January, March, May, etc.). The Riverside-San Bernardino-Ontario indexes are on a December 2017 = 100 base and will be published bi-monthly on odd months only (January, March, May, etc.).

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State of California
Department of Industrial Relations
http://www.dir.ca.gov/OPRL

Office of the Director- Research Unit
P.O. Box 420603, San Francisco, California 94142

CONSUMER PRICE INDEX – CALIFORNIA

Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, Riverside-San Bernardino-Ontario, United States City Average, 2023-2024

All Items
1982 - 1984 = 100

Urban Wage Earners and Clerical Workers, percentage (%) change from previous year

Year	Month	California[a]	Los Angeles Long Beach Anaheim[b]	San Francisco Oakland Hayward[b]	San Diego Carlsbad[b]	Riverside San Bernardino Ontario[b]	U.S. City Average[b]
2023	January		5.4%		6.1%	7.0%	6.3%
2023	February	5.0%	4.7%	4.9%			5.8%
2023	March		2.8%		4.6%	4.2%	4.5%
2023	April	3.5%	3.0%	3.6%			4.6%
2023	May		2.4%		4.5%	3.5%	3.6%
2023	June	2.4%	1.6%	2.3%			2.3%
2023	July		2.0%		3.7%	3.2%	2.6%
2023	August	3.3%	2.7%	3.3%			3.4%
2023	September		2.6%		4.6%	4.9%	3.6%
2023	October	2.8%	1.8%	2.5%			3.1%
2023	November		2.2%		4.9%	4.4%	3.0%
2023	December	3.3%	3.0%	2.8%			3.3%
2023	Annual Average	3.5%	2.8%	3.3%	4.7%	4.5%	3.8%
2024	January		2.0%		3.6%	3.1%	2.9%
2024	February	3.2%	3.0%	2.9%			3.1%
2024	March						
2024	April						
2024	May						
2024	June						
2024	July						
2024	August						
2024	September						
2024	October						
2024	November						
2024	December						
2024	Annual Average						

Date of last update: 4/11/2024

[a] Weighted average of the consumer price indexes for Los Angeles-Long Beach-Anaheim, San Francisco-Oakland-Hayward, San Diego-Carlsbad, and Riverside-San Bernardino-Ontario. A conversion factor has been included for comparability of 2018 data with 2017 and prior years. Computed by the Department of Industrial Relations, Office of the Director - Research Unit from indexes issued by the U.S. Department of Labor.
[b] Source: U.S. Department of Labor, Bureau of Labor Statistics. Beginning with the November 2017 data, indexes for San Diego-Carlsbad will be published bi-monthly on odd months only (January, March, May, etc.). The Riverside-San Bernardino-Ontario indexes are on a December 2017 = 100 base and will be published bi-monthly on odd months only (January, March, May, etc.).

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048

SECOND AMENDMENT TO LEASE AGREEMENT

THIS Second Amendment to Lease Agreement, is made this 1st day of July 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Immaculate Conception Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2021, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Immaculate Conception Parish property located at 3263 First Avenue, Sacramento, California 95817, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, on or about March 31, 2022, Landlord and Tenant executed that certain First Amendment to Lease Agreement; and

WHEREAS, the parties desire to further amend the Lease Agreement pursuant to the provisions of this Second Amendment to Lease Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective July 1, 2023, the terms of the Lease Agreement shall be modified as follows:

A. Paragraph 2.0 "Term." is deleted in its entirety and replaced with the following: "Term. The term of this Lease shall seven years, commencing on July 1, 2021 and ending on June 30, 2028. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party."

B. Paragraph 3.1.1 shall be added as follows: "Annual Base Rent Adjustment. Effective July 1, 2024, and on each July 1st thereafter during the term of this Lease and any extension thereof, the Base Rent shall be increased by the percentage increase in the Consumer-Price-Index for California "All Urban Consumers," as published by the California Department of Industrial Relations, from February of the preceding year to February of the then current year."

DIR CPI CALCULATOR

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SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this Second Amendment shall control.

LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Immaculate Conception Parish, Sacramento, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Pastor of Immaculate Parish-Sacramento, a Corporation sole

By: Rev. Luis Urrego, Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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FIRST AMENDMENT TO LEASE AGREEMENT

THIS First Amendment to Lease Agreement, is made this 31st day of March 2022, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Immaculate Conception Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant")

RECITALS

WHEREAS, on or about July 1, 2021, Landlord and Tenant entered into that certain Lease Agreement for a portion of the Immaculate Conception Parish property located at 3263 First Avenue, Sacramento, California 95817, more fully described as the "Premises" in Paragraph 1.0 of said Lease Agreement; and

WHEREAS, Tenant has requested to lease an additional parking area;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERMS

Effective April 1, 2022, the terms of the Lease Agreement shall be modified by the addition of Paragraph 35 as follows:

"35.0 Additional Parking Area. Notwithstanding the preceding, Tenant shall lease from Landlord for a period of fifteen (15) months, that certain additional parking area identified on the attached Exhibit A to this First Amendment. Such Fifteen (15) month term shall begin April 1, 2022 and expire June 30, 2023. During this Fifteen (15) month term Tenant shall pay to Landlord, in addition to all other sums owed pursuant to the Lease Agreement, the amount of Five Thousand ($5,000.00) per month. Such sums shall be payable on the first day of each month. All provisions of the Lease Agreement shall apply to Tenant's use and obligations as regards this Additional Parking Area."

SECTION 2. OTHER PROVISIONS REAFFIRMED.

All other provisions of the Lease Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Agreement, the provisions of this First Amendment shall control.

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LANDLORD:

The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Immaculate Conception Parish, Sacramento, a corp. sole

By: Rev. Christopher R. Frazer
Its: Vicar General

Pastor of Immaculate Parish-Sacramento, a Corporation sole

By: Rev. Luis Urrego, Pastor/Incumbent

TENANT:

Highlands Community Charter and Technical Schools, a California not-for-profit corp

By: Murdoch Smith
Its: Executive Director

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Exhibit A to Lease Amendment



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Exhibit A to Lease Amendment



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LEASE AGREEMENT

This Lease Agreement entered into as of July 1, 2021, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Immaculate Conception Parish, Sacramento, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 and Pastor of Immaculate Conception Parish, Sacramento, a corporation sole (together hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of Section 4 herein, a portion of the Immaculate Conception Parish facilities located at 3263 First Avenue, Sacramento, California 95817, more specifically described as that portion of Landlord's property located on the north one-half of the block bounded by 32nd and 33rd Streets and Y Street and 1st Avenue, in Sacramento, California consisting of what was Immaculate Conception School and the adjacent playground area ("Premises"). The south one-half of the block bounded by 32nd and 33rd Streets and Y Street and lst Avenue, which includes the Church, the Parish Meeting Room known as the Marian Room, the Parish Office Building, and the Parish Rectory, and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for two years, commencing on July 1, 2021 and ending on June 30, 2023. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease Base Rent of Fifteen-Thousand Dollars ($15,000.00) per month.

3.2 Additional Rent. Tenant shall reimburse Landlord for any and all utility costs in excess of Thirty-Six Thousand Dollars ($36,000.00) for any single lease year. Utilities shall include the following: electric, gas, water, sewer, storm drainage, street sweeping, and garbage.

3.3 Payment of Base Rent. Base Rent shall be payable monthly in advance on or before the first day (1st) of the month to Immaculate Conception Parish, 3263 1st Avenue, Sacramento, CA 95817 or at another location Landlord may designate in writing.

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3.4 Payment of Additional Rent. Additional Rent shall be paid within Thirty (30) days of Landlord's presentment to Tenant of a detailed accounting of utilities expense for the applicable lease year (July 1 – June 30).

3.5 Security Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Fifteen Thousand Dollars ($15,000.00) as a Security Deposit.

3.6 Application of Security Deposit. Upon default by Tenant under this Lease, Landlord may apply the Security Deposit to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of this application from Landlord, Tenant shall pay to Landlord an amount equal to that applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the tenth (10th) day of the month. Late fees may be assessed at five percent (5%) of the past due amount at the sole discretion of Landlord after the tenth (10th) day of the month.

4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate High School Diploma classes, English Second Language classes for adult students, Citizenship classes, Early Childhood Development Courses, Recreational Activities in the gymnasium, and to provide child care services for children of those adult students while they attend classes; and no part of the Premises and appurtenant grounds (or additional areas that Tenant may have access to under paragraph 4.3 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

4.2 Tenant shall have exclusive use of the Premises during the term of this Lease subject to the following:

4.2.1 Tenant shall have access to and use of the Premises Monday through Friday from 8:00 a.m. to 9:00 p.m. Notwithstanding the foregoing, Landlord shall have access to and use of the gymnasium beginning Fridays at 6:00 p.m.; and will retain the use, at all times, of the room located at the west end of the gymnasium within which Landlord shall store and display religious education materials. It is understood that Landlord will have use of Premises, except the school office, during all hours not specifically dedicated to Tenant herein, including but not limited to Sundays for religious education classes. Tenant may have use of the gymnasium, by prior arrangement with Landlord, on certain weekends when Landlord is not planning to use the gymnasium.

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4.2.2 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

4.3 During its hours of operation as described in paragraph 4.2 above, Tenant and Tenant's guests shall be allowed shared use of the "Parking Area" as such is depicted on Exhibit A attached hereto, except that Tenant shall not park in those spaces specifically reserved for priests or other parish vehicles. Notwithstanding the preceding, Landlord may give Tenant not less than twenty-four (24) hours advance notice of a funeral to be held at Immaculate Conception Church, during which day such parking Area shall not be available for shared use by Tenant until Landlord has informed Tenant that such services are complete and such shared use is again restored.

4.4 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional area set forth in paragraph 4.3 above, it will restore the additional area to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students or other invitees at all times while in the classrooms or on the Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the Immaculate Conception Parish facilities at any time.

5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under

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the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit B and is included by reference herein.

6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems (if any), provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that arise out of the direct use by Tenant and/or the acts of Tenant's students, employees, agents, or invitees. All shared use areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord, shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of three million dollars ($3,000,000) and automobile liability insurance with a minimum per accident limit of three million dollars ($3,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under this Lease Agreement. Said general liability insurance shall include

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coverage for claims arising from sexual abuse of minors. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole, Pastor of Immaculate Conception Parish-Sacramento, a corporation sole, and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without Thirty (30) days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under Section 4.0 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not

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be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

10.3 to continue this Lease in force or to terminate it at any time;

10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of

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commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not place or permit to be placed in, upon, about, or outside the Premises any sign, notice, drapes, shutters, blinds, or display of any kind without the prior written consent of Landlord in its sole discretion. Notwithstanding the foregoing, Tenant shall be allowed to place a sign on the fence in the location identified on Exhibit A, such sign content to be approved by Landlord in its reasonable discretion.

16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term. Any holding over shall not constitute a renewal or extension.

17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to

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any part of the award. Tenant shall, however. have the right to claim and recover, from the condemning authority only, but not from Landlord, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorney's fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased Premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease

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Term or any extension thereof, then Tenant shall pay any taxes assessed against the leased Premises and any personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

20.1 To Landlord:
Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to:
Pastor
Immaculate Conception Parish
3263 1st Avenue
Sacramento, CA 95817

20.2 To Tenant:
Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

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22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

25.0 Janitorial Services. Tenant shall be responsible for providing janitorial services to the Premises at Tenant's sole cost.

26.0 Landscape Maintenance. Landlord shall maintain the Landscape Areas as identified on Exhibit A at its sole cost.

27.0 Intentionally Omitted.

28.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only.

29.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

30.0 Mediation and Arbitration of Disputes.

30.1 Subject to subsection 30.2 below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

30.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may

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commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

31.0 Entire Agreement. This Lease, together with the attached Exhibit A and B, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

32.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

33.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

34.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

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LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole

By: Rev. Christopher R. Frazer

Its: Vicar General

Pastor of Immaculate Conception Parish,
Sacramento, a corporation sole

By: Rev. Luis Urrego

Its: Pastor/Incumbent

TENANT:

Highlands Charter School, Inc., a California
non-for-profit corporation

By: Murdoch Smith

Its: Executive Director

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EXHIBIT A



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EXHIBIT B

Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento

1.0 Introduction.

1.1 The churches, schools, halls, buildings, and grounds of the parishes and diocesan facilities in the Diocese of Sacramento represent an important element of the patrimony of the Church. The People of God in the Diocese of Sacramento, over many generations, have lovingly shared their temporal resources with the Church in order to ensure that the ministry of the Church would continue to flourish, that there shall always be adequate means to provide for the pastoral care of souls, and that the Gospel may be proclaimed in full fidelity with the Truth to all people living in the territory of the Diocese. The care and stewardship over these resources is vouchsafed in the Diocesan Bishop and the pastors who collaborate in his ministry throughout the Diocese.

1.2 Church buildings and grounds are more than mere structures. They are visual and tangible symbols of the Church, the Temple of the Holy Spirit. This is particularly true of parish churches and parish facilities, for it is in the parishes that the Catholic faithful gather regularly around the altar of the Lord to celebrate the Paschal mystery of the Eucharist. Thus, mindful of centrality of the altar to the life of our parishes and our Diocese, it is a matter of considerable pastoral importance that our parish churches, halls, schools, buildings, grounds, and diocesan facilities be used at all times in a manner consistent with their sanctified nature, as visible symbols of the Church.

1.3 Therefore, the Bishop of Sacramento, consistent with his pastoral and episcopal obligation to faithfully steward the patrimony of the Church in the Diocese of Sacramento has promulgated this Policy Regarding the Use of Diocesan and Parish Facilities and directs all pastors, parochial administrators, Newman Center directors, and lay employees and volunteers responsible for the use of diocesan and parish facilities to implement and comply with this Policy.

2.0 Use of Diocesan and Parish Facilities.

2.1 Use of diocesan and parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities.

2.2 Any use of diocesan and parish facilities that is incompatible with the religious and liturgical character of diocesan and parish facilities is prohibited.

2.3 Any use of diocesan and parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is prohibited.

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2.4 No event or activity shall be permitted to occur at diocesan or parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church.

2.5 The use of churches, oratories, and chapels must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

2.6 Pastors shall implement and apply this Policy with regard to their respective parish facilities using their best pastoral judgment and shall implement and employ appropriate procedures and measures to ensure that this Policy is uniformly and consistently applied. In the event of any ambiguity, the Bishop of Sacramento shall serve as the final arbiter as to the application of this Policy to particular facts and circumstances.

3.0 Initial Request to Use Parish or Church Facilities and Review of Such Requests.

3.1 Any individual, group, or organization requesting to use or to rent a parish or diocesan facility must, prior to consideration of their request, complete a form questionnaire regarding the nature of the event proposed to be held at the diocesan or parish facility and seeking information regarding the individual, group, or organization. The Diocese shall prepare the form questionnaire and shall provide a copy of the questionnaire in English and Spanish to each parish in a form that can be reproduced for use.

3.2 Parish groups, which have been approved by the parish pastor, and diocesan organizations, which are listed in the *Diocese of Sacramento Directory* published by the Diocese of Sacramento or the *Official Catholic Directory* published by P.J. Kenedy & Sons, shall not be required to complete a form questionnaire prior to requesting to use or rent parish or diocesan facilities.

3.3 The Pastor, in the case of parishes, or the Vicar for Temporalities, in the case of the Diocese, shall review the responses provided by applicants on the questionnaires and determine whether the event proposed would be an appropriate use of parish or diocesan facilities under this Policy and whether the applicant individual, group, or organization would be an appropriate user or renter, under the terms of this Policy, to use such facilities. Copies of these questionnaires shall be retained with the business records of the parish and/or the Diocese.

3.4 If the Pastor or Vicar for Temporalities determines that the request is not appropriate under this Policy, he shall promptly notify the applicant that the requested facilities are not available for use or rent.

3.5 If the Pastor or Vicar for Temporalities determines that the request is appropriate under this Policy, he shall cause a Facilities Use Agreement to be sent to the requesting party for execution. The Diocese shall prepare a form Facilities Use Agreement for this purpose and shall

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provide a copy of the Facilities Use Agreement in English and Spanish to each parish in a form that can be reproduced for use.

4.0 Inappropriate Groups and Organizations.

4.1 Any organization or group which, by word or conduct, teaches, advocates, or otherwise promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings shall not be permitted to use or rent diocesan or parish facilities.

4.2 Organizations or groups that would be unsuitable to use or rent diocesan or parish facilities for events would include, but not be limited to, those that:

4.2.1 Promote, advance, or advocate racial, ethnic, sexual, or religious discrimination.

4.2.2 Promote, advance, or advocate anti-Catholicism, anti-Catholic biases, or are directly or indirectly hostile to the Catholic Church, the Catholic clergy, or Catholic people in general.

4.2.3 Engage in partisan political activity as the principal purpose of the group or organization, including political parties, political candidate committees, partisan political clubs or committees, and the like.

4.2.4 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Culture of Life, including any group or organization that directly or indirectly promotes, advocates, or engages in activities related to abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment.

4.2.5 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Church's teachings and beliefs regarding the sanctity of marriage, the call to sexual abstinence and chastity outside marriage, and the centrality of family life as a cultural cornerstone, including groups or organizations that promote or advocate, directly or indirectly, sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," the adoption and/or placement of children in anything other than a traditional family setting, and the like.

4.2.6 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Magisterium of the Catholic Church, the Deposit of Faith, the teachings of the Second Vatican Council, or authentic Catholic theology, as determined by the pastor and the Bishop of Sacramento, including such groups or organizations that deny, refute, ridicule, or condemn the fundamental Truths of the Catholic faith. This shall exclude the use, with the permission of the Bishop, of parish and diocesan facilities for worship or religious services by other Christian denominations on an ad hoc basis.

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4.2.7 Promote, advance, or advocate secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.

4.2.8 Promote, advance, or advocate the abuse of alcohol or the use of narcotics or other controlled substances.

4.2.9 Promote, advance, or advocate violence or the use of force to resolve social, political, or religious problems.

4.3 With regard to outside organizations and groups, any questions regarding the propriety of permitting such groups to use or rent parish or diocesan facilities under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental.

5.0 Inappropriate Events or Activities.

5.1 Any event or activity that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church shall not be permitted at parish or diocesan facilities.

5.2 Events or activities that would be unsuitable would include, but not be limited to, any event or activity that directly or indirectly relates to the advocacy or promotion of, or cooperation with:

5.2.1 Racial, ethnic, sexual, or religious discrimination.

5.2.2 Anti-Catholicism or anti-Catholic biases.

5.2.3 Partisan political activity of any kind, direct or indirect.

5.2.4 Abortion, euthanasia, assisted suicide, contraception, voluntary sterilization, or capital punishment.

5.2.5 Sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," and the adoption and/or placement of children in non-traditional family settings.

5.2.6 The denial, refutation, ridicule, or condemnation of the fundamental Truths of the Catholic faith.

5.2.7 The paring back of religious freedom rights or the restriction of religious liberty and liberty of conscience.

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5.2.8 The abuse of alcohol and the use narcotics or other controlled substances.

5.2.9 Violence or the use of force to resolve social, political, or religious problems.

5.3 With regard to outside organizations and groups, any questions regarding the propriety of any event or activity under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental of diocesan or parish facilities.

6.0 Conditions of Use.

6.1 The religious character and nature of diocesan and parish property must, at all times, be respected by those individuals, groups, and organizations using diocesan and parish facilities. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

6.2 All individuals, groups, and organizations must comply with the Diocese of Sacramento's safe environment policies and procedures in all activities in which children or young people are present. Adequate supervision and security must be provided for at all times with regard to the presence of children and young people on diocesan and parish property.

6.3 Any individual, group, or organization using or renting diocesan or parish facilities must provide an endorsed policy of general liability insurance applicable to the event, naming the Diocese and the Parish as an additional named insured and providing coverage limits in an amount as prescribed by the Diocesan Finance Department.

6.4 Individuals, groups, or organizations using or renting parish facilities must expressly agree to follow the directives of the parish pastor, or his designees, regarding the use of the facilities and must do so when using or renting the facility.

6.5 Any individual, group, or organization using or renting diocesan or parish facilities must provide appropriate and adequate security, at their own expense, during their activities or events. The pastor shall designate the level of security services required with regard to the use of parish facilities. The Vicar for Temporalities shall designate the level of security services required with regard to the use of diocesan facilities.

Approved and promulgated the 13th day of March in the year 2006 at the Pastoral Center, Sacramento, California.

WILLIAM K. WEIGAND
Bishop of Sacramento

In witness whereof:

Rev. Blaise Berg
Rev. Blaise Berg, S.T.D.
Vice-Chancellor

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FACILITIES USE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND
CALVARY CHRISTIAN CHURCH

THIS FACILITIES USE AGREEMENT (hereinafter "Agreement") is made and entered into as of this 1st day of July, 2022 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California nonprofit corporation (hereinafter "HIGHLANDS") and Calvary Christian Church Center of Sacramento, California (hereinafter "Calvary Christian").

I. RECITALS

WHEREAS, CALVARY CHRISTIAN is the owner of a certain real property and its main facilities are located at 2667 Del Paso Blvd., Sacramento, California 95815 (the "Facilities").

WHEREAS, HIGHLANDS and CALVARY CHRISTIAN desire to enter into this Agreement regarding HIGHLANDS' use of specific and designated locations of CALVARY CHRISTIAN's Facilities (the "Facilities") as set forth in Exhibit "A" during the 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and Agreements herein set forth, HIGHLANDS and CALVARY CHRISTIAN hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and CALVARY CHRISTIAN agree not to discriminate in the selection or acceptance of any student pursuant to this AGREEMENT because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this AGREEMENT shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and CALVARY CHRISTIAN while attending classes at CALVARY CHRISTIAN.

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2. Use of the Facilities.

CALVARY CHRISTIAN hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Facilities for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Facilities shall comply with all CALVARY CHRISTIAN's policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the Facilities and conducting charter school activities.

A. Term. HIGHLANDS' use of the Facilities shall be for the Applicable Years as defined above. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Facilities shall not interfere with CALVARY CHRISTIAN's shared use of the Facilities, if any. CALVARY CHRISTIAN's shared use of the Facilities, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Facilities.

C. Reversion to CALVARY CHRISTIAN. Upon the expiration of this AGREEMENT by its terms, the right to use and to occupy the Facilities and its facilities, and CALVARY CHRISTIAN equipment thereon, shall revert to CALVARY CHRISTIAN.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide CALVARY CHRISTIAN with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from CALVARY CHRISTIAN, if available. Upon completion of equipment conducted by CALVARY CHRISTIAN, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the Facilities that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this AGREEMENT, HIGHLANDS and CALVARY CHRISTIAN agree to conduct an inspection of the Facilities to determine that the Facilities are

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safe, adequate, and appropriate, to conduct operations. If HIGHLANDS determines that the Facilities are not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) either party may, at its sole discretion and expense, elect to do whatever is necessary to make Facilities safe or compliant or immediately give notice to terminate this Agreement.

3. Payment for Facilities Use.

CALVARY CHRISTIAN agrees to provide the Facilities to HIGHLANDS as set forth in Exhibit "A" hereto at a rate of $1.50 per square foot. For purposes of this provision the Facilities are deemed to constitute 14,961 square feet.

4. Instruction.

All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS's staff.

Any and all staff teaching HIGLANDS students must meet with HIGHLANDS Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS's executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

5. Maintenance and Operations.

The ongoing operations and maintenance of the Facilities and its facilities shall remain the responsibility of CALVARY CHRISTIAN. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires CALVARY CHRISTIAN to perform emergency or major maintenance and repairs, HIGHLANDS shall notify CALVARY CHRISTIAN directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to CALVARY CHRISTIAN's property. CALVARY CHRISTIAN reserves the right to implement a process for submission of maintenance/ repair requests.

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6. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the Facilities or otherwise alter the Facilities without CALVARY CHRISTIAN prior written consent. CALVARY CHRISTIAN approval of any improvements, including the work schedule, work hours, and modifications, shall be at CALVARY CHRISTIAN's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with CALVARY CHRISTIAN's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. CALVARY CHRISTIAN or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and CALVARY CHRISTIAN may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the Facilities at risk of physical danger or compromise. In the event CALVARY CHRISTIAN requires the cessation of work, CALVARY CHRISTIAN and HIGHLANDS will immediately meet to address CALVARY CHRISTIAN's concerns. No construction or installation will resume until CALVARY CHRISTIAN's concerns are adequately addressed.

7. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2022.

8. Security System/Keys.

HIGHLANDS shall be provided access by key or code to the Facilities, including security systems necessary for the access and use of the Facilities.

9. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the Facilities, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water

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and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the Facilities, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. CALVARY CHRISTIAN shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this AGREEMENT. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the Facilities as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Facilities, to the satisfaction of CALVARY CHRISTIAN and any governmental agencies having jurisdiction over the Facilities or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the Facilities or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, CALVARY CHRISTIAN reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property.

The Parties acknowledge that title to the Facilities and all improvements are held by CALVARY CHRISTIAN, and shall remain in procession of CALVARY CHRISTIAN at all times.

11. Surrender of Premises.

Upon the expiration of this AGREEMENT, or any extension thereof, or termination of this AGREEMENT, HIGHLANDS shall peaceably vacate the Facilities and any and all improvements located thereon and deliver up to CALVARY CHRISTIAN in substantially the same condition as existing on the date of commencement of this AGREEMENT, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity

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accepted. HIGHLANDS shall be financially responsible for any needed repairs to the Facilities due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site or Facilities.

12. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. CALVARY CHRISTIAN's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

13. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, CALVARY CHRISTIAN shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Facilities after the Effective Date, HIGHLANDS from, or in connection with, the CALVARY CHRISTIAN's use of the Facilities or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by CALVARY CHRISTIAN, in or about the Facilities; CALVARY CHRISTIAN's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of CALVARY CHRISTIAN, HIGHLANDS, shall indemnify, hold harmless, and defend CALVARY CHRISTIAN, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including

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legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against CALVARY CHRISTIAN, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Facilities after the Effective Date, CALVARY CHRISTIAN from, or in connection with, the HIGHLANDS' use of the Facilities or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the Facilities; HIGHLANDS' obligation to defend CALVARY CHRISTIAN and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

14. Placement of Signs.

HIGHLANDS may display banners and/or signs at the Facilities that promote HIGHLANDS' classes offered, subject to the approval of CALVARY CHRISTIAN. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

15. Marketing.

HIGHLANDS and CALVARY CHRISTIAN will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's website will contain links connecting viewers to the website page chosen by HIGHLANDS and CALVARY CHRISTIAN.

16. Access to Inspection.

HIGHLANDS shall permit CALVARY CHRISTIAN, its agents, representatives or employees, to use Facilities during the hours the Facilities are not in use by HIGHLANDS. Further, HIGHLANDS shall permit CALVARY CHRISTIAN to enter upon the Facilities for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the Facilities, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting CALVARY CHRISTIAN's oversight obligations. CALVARY CHRISTIAN shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

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17. Termination.

The parties understand that implementation of this AGREEMENT is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this AGREEMENT, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

18. Taxes.

CALVARY CHRISTIAN shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of CALVARY CHRISTIAN located at the Site or the Facilities used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this AGREEMENT shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

CALVARY CHRISTIAN:
Dr. Phillip G. Goudeaux
Calvary Christian Center
2667 Del Paso Blvd.
Sacramento, CA 95815
Attention: Pastor and Founder

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or

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privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This Agreement contains the entire Agreement between the Parties and supersedes all prior discussions, negotiations and Agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this Agreement.

23. California Law.

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts.

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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27. Captions.

The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability.

Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures.

This Agreement may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution.

In the event of any dispute between HIGHLANDS and CALVARY CHRISTIAN regarding this Agreement, including alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the CALVARY CHRISTIAN's Executive Director and HIGHLANDS' Executive Director. Both Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with both Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the Effective Date.

By:_____ Date: October 12, 2022

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools

By:_____ Date: 11-8-22

Phillip G. Goudeaux, Pastor
Calvary Christian Center

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Addendum to Standard Commercial
Multi-Tenant Lease - Gross
2310 Fair Oaks Boulevard, Suite C-2
Sacramento, CA 95825

This Addendum to Lease Agreement (the "Lease") dated for reference purposes only, August 19, 2020, is entered into by and between Pavilions South, LLC ("Lessor") and Highlands Community Charter and Technical School ("Lessee") (jointly the "Parties").

RECITALS

- Parties entered into that certain Lease dated August 19, 2020 with respect to the premises described therein as approximately 2,840 square feet gross of retail commercial space addressed at 2310 Fair Oaks Boulevard, Suite C-2 Sacramento, CA 95825 (the "Premises"), situated within the Pavilions South shopping center addressed at 2310 Fair Oaks Boulevard, Sacramento, CA 95825 (the "Shopping Center");

- **WHEREAS**, Lessor and Lessee are parties to each of the following agreements (collectively, the "Lease Agreements"), with respect to the Premises;
  - Standard Commercial Multi-Tenant Lease - Gross, August 19, 2020
  - This Addendum to Standard Commercial Multi-Tenant Lease - Gross, August 19, 2020

- Lessee has verified the size, condition, location, layout, configuration of the Premises as suitable to conduct their Business;

- Terms "Landlord" shall be interchangeable with Lessor and "Tenant" shall be interchangeable Lessee;

- Lessee has a separate lease agreement for 2310 Fair Oaks Boulevard, Suite C Sacramento, CA 95825;

- Parties desire to amend the Lease as follows:

AGREEMENT

1. Initial Lease Term: FIVE (5) years;

   a. Lease Commencement Date: upon execution of Lease;
   b. Rent Commencement Date: November 15, 2020
   c. Lease Expiration Date: August 31, 2025;
   d. Early possession of Premises and possession of Unit C shall be upon execution of Lease;
   e. Lease extension(s) along with their terms & conditions by mutual agreement between Lessor and Lessee, made at least THIRTY (30) days prior to Lease Expiration Date;

2. The initial Gross Rent (the "Rent"), including NNN and CAM, shall be: $5,680 per month, discounted, with the following rent schedule:

• Month 1 - 12 (November 15, 2020 - October 31, 2021):	$5,680 per month, gross
• Months 13 - 24 (November 1, 2021 - October 31, 2022):	$5,964 per month, gross
• Months 25 - 36 (November 1, 2022 - October 31, 2023):	$6,262.20 per month, gross
• Months 37- 48 (November 1, 2023 - October 31, 2024):	$6,575.31 per month, gross
• Months 49 - 60 (November 1, 2024 - October 31, 2025):	$6,904.08 per month, gross

3. Rent is due on the 1st of each month, and a late fee of 5% of the Rent shall be assessed if Rent is not received at Western Management Co. office by the 10th of each month, located at 1025 9th Street Suite 205, Sacramento, CA 95814;

   a. Rent checks shall be made payable to **Pavilions South, LLC.**

4. Amount due upon execution of Lease: WAIVED;

   a. SUMMARIZED AS FOLLOWS: First month's pro-rated Rent (November 15-30, 2020) in the amount of WAIVED (this First Month's Rent shall be due on or before November 1, 2020) plus Security Deposit in the amount of WAIVED;

5. Premises shall be used for educational services (the "Business");

6. Lessee is responsible for any and all common and separate utility meters, which include but are not limited to electricity, water, wastewater, sewer, gas, and garbage. Utility billing for meters that are not separately

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metered and thus mailed to Lessor or its agent, shall be pro-rated accordingly by management company, which are then to be reimbursed by Lessee;

7. Lessor will be delivering the Premises on an As-Is condition, except as provided below, and Lessee will have fully inspected the Premises prior to signing the Lease and Addendum;

    a. Lessor at his sole cost and expense shall paint the entire walls of Premises to original color, broom clean and mop floors, ensure all lights and fixtures are working properly, and at a later date of Lessee's choosing Lessor shall provide opening(s) in the adjoining walls between Premises and Suite C to provide connectivity between the two suites;
    b. Lessor shall assist Lessee by installing rod iron railing in front by walkway adjacent to Premises to allow Lessee to install their umbrella(s);
    c. Lessee, at his sole cost and expense, will do any and all Lessee's improvements, but must first seek Lessor's written consent for any such improvements, and any Lessee's improvements shall not be unreasonably withheld;
    d. Lessee shall maintain the Premises in clean and sanitary condition, and upon termination of tenancy, to surrender the Premises to Lessor in the same condition as when Lessee first took occupancy, except for ordinary wear and tear;

8. Commencing on the Lease Commencement Date, Lessee, at his sole expense, shall provide and maintain at all times required insurance, naming Lessor as additional insured.

9. MAINTENANCE, REPAIR, AND RULES. Lessee will, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair. Without limiting the generality of the foregoing, Lessee shall:

    a. Not obstruct the sidewalks, entry ways, stairs, halls, which shall be used for the purposes of ingress and egress only;
    b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
    c. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, cigarette butt waste, rubbish or refuse to be deposited or permitted to stand on the exterior of any building, surface parking lot, or within the common elements. Ensure after depositing trash into dumpster bin, that dumpster lid is closed and locked at all times;
    d. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area, which may be adopted.

10. Lessee is fully responsible for their own interior janitorial services, comprehensive liability insurance (naming Lessor as additional insured), security measures/devices, and telephone, internet & computer/data wire installation and services;

11. In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration. The place of arbitration shall be Sacramento, CA. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction;

12. There have been no other oral or written representations or warranties other than what is set forth in the Lease, Addendum(s), and any exhibit(s);

AGREED AND ACCEPTED:

LESSOR
Pavilions South, LLC

Moe Mohanna
Moe Mohanna (Mar 19, 2021 18:32 PDT)
[agent]

Mar 19, 2021
Date

LESSEE

Murdock Smith
Highlands Community Charter School

Mar 19, 2021
Date

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Addendum to Standard Commercial
Multi-Tenant Lease - Gross
2310 Fair Oaks Boulevard, Suite C
Sacramento, CA 95825

This Addendum to Lease Agreement (the "Lease") dated for reference purposes only, August 19, 2020, is entered into by and between Pavilions South, LLC ("Lessor") and Highlands Community Charter and Technical School ("Lessee") (jointly the "Parties").

RECITALS

- Parties entered into that certain Lease dated August 19, 2020 with respect to the premises described therein as approximately 1,560 square feet gross of retail commercial space addressed at 2310 Fair Oaks Boulevard, Suite C Sacramento, CA 95825 (the "Premises"), situated within the Pavilions South shopping center addressed at 2310 Fair Oaks Boulevard, Sacramento, CA 95825 (the "Shopping Center");

- **WHEREAS**, Lessor and Lessee are parties to each of the following agreements (collectively, the "Lease Agreements"), with respect to the Premises;
  - Standard Commercial Multi-Tenant Lease - Gross, August 19, 2020
  - This Addendum to Standard Commercial Multi-Tenant Lease - Gross, August 19, 2020

- Lessees have verified the size, condition, location, layout, configuration of the Premises as suitable to conduct their Business;

- Terms "Landlord" shall be interchangeable with Lessor and "Tenant" shall be interchangeable Lessee;

- Parties desire to amend the Lease as follows:

AGREEMENT

1. Initial Lease Term: FIVE (5) years;

   a. Lease Commencement Date: upon execution of Lease;
   b. Rent Commencement Date: September 1, 2020
   c. Lease Expiration Date: August 31, 2025;
   d. Early possession of Premises upon execution of Lease;
   e. Lease extension(s) along with their terms & conditions by mutual agreement between Lessor and Lessee, made at least THIRTY (30) days prior to Lease Expiration Date;

2. The initial Gross Rent (the "Rent"), including NNN and CAM, shall be: $3,140 per month, discounted, with the following rent schedule:

   - Month 1 - 12 (September 1, 2020 - August 31, 2021): $3,140.00 per month, gross
   - Months 13 - 24 (September 1, 2021 - August 31, 2022): $3,297.00 per month, gross
   - Months 25 - 36 (September 1, 2022 - August 31, 2023): $3,461.85 per month, gross
   - Months 37- 48 (September 1, 2023 - August 31, 2024): $3,634.94 per month, gross
   - Months 49 - 60 (September 1, 2024 - August 31, 2025): $3,816.69 per month, gross

3. Rent is due on the 1st of each month, and a late fee of 5% of the Rent shall be assessed if Rent is not received at Western Management Co. office by the 10th of each month, located at 1025 9th Street Suite 205, Sacramento, CA 95814;

   a. Rent checks shall be made payable to **Pavilions South, LLC.**

4. Amount due upon execution of Lease: $3,140.00;

   a. SUMMARIZED AS FOLLOWS: First month's Rent (September 1-31, 2020) in the amount of $3,140.00 plus Security Deposit in the amount of WAIVED;

5. Premises shall be used for educational services (the "Business");

6. Lessee is responsible for any and all common and separate utility meters, which include but are not limited to electricity, water, wastewater, sewer, gas, and garbage. Utility billing for meters that are not separately metered and thus mailed to Lessor or its agent, shall be pro-rated accordingly by management company, which are then to be reimbursed by Lessee;

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7. Lessor will be delivering the Premises on an As-Is condition, except as provided below, and Lessee will have fully inspected the Premises prior to signing the Lease and Addendum;

    a. Lessee, at his sole cost and expense, will do any and all Lessee's improvements, but must first seek Lessor's written consent for any such improvements, and any Lessee's improvements shall not be unreasonably withheld;
    b. Lessee shall have the use of any and all fixtures, equipment, furnishing, materials, products, etc belonging to Lessor (the "Trade Fixtures, Furnishing and Equipment") and located in Premises at time of possession.
        i. Please see Exhibit I for list of all Trade Fixtures, Furnishing and Equipment and which belong to Lessor and shall remain in Premises at all times, except as provided in paragraph 7c of this Addendum;
    c. Prior to any removal of any equipment, fixtures, furniture, existing improvements at Premises belonging to Landlord, Tenants must obtain written permission from the Lessor;
    d. Lessee shall maintain the Premises in clean and sanitary condition, and upon termination of tenancy, to surrender the Premises to Lessor in the same condition as when Lessee first took occupancy, except for ordinary wear and tear;

8. Commencing on the Lease Commencement Date, Lessee, at his sole expense, shall provide and maintain at all times required insurance, naming Lessor as additional insured.

9. MAINTENANCE, REPAIR, AND RULES. Lessee will, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair. Without limiting the generality of the foregoing, Lessee shall:

    a. Not obstruct the sidewalks, entry ways, stairs, halls, which shall be used for the purposes of ingress and egress only;
    b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
    c. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, cigarette butt waste, rubbish or refuse to be deposited or permitted to stand on the exterior of any building, surface parking lot, or within the common elements. Ensure after depositing trash into dumpster bin, that dumpster lid is closed and locked at all times;
    d. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area, which may be adopted.

10. Lessee is fully responsible for their own interior janitorial services, comprehensive liability insurance (naming Lessor as additional insured), security measures/devices, and telephone, internet & computer/data wire installation and services;

11. In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration. The place of arbitration shall be Sacramento, CA. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction;

12. There have been no other oral or written representations or warranties other than what is set forth in the Lease, Addendum(s), and any exhibit(s);

AGREED AND ACCEPTED:

LESSOR
Pavilions South, LLC

Moe Mohanna
Moe Mohanna (Mar 19, 2021 18:32 PDT)
[agent]

Mar 19, 2021
Date

LESSEE

Murdock Smith
Highlands Community Charter School

Mar 19, 2021
Date

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STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties:** This Lease (**"Lease"**), dated for reference purposes only August 19, 2020, is made by and between Pavilions South, LLC (**"Lessor"**) and Highlands Community Charter and Technical School (**"Lessee"**), (collectively the **"Parties"**, or individually a **"Party"**).

1.2(a) **Premises:** That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 2310 Fair Oaks Boulevard, Suites C & C-2, located in the City of Sacramento, County of Sacramento, State of California, with zip code 95825, as outlined on Exhibit _____ attached hereto (**"Premises"**) and generally described as (describe briefly the nature of the Premises): 1,560 square feet and 2,840 square feet gross of retail commercial spaces at the Pavilions South shopping center, addressed as 2310 Fair Oaks Blvd, Suites C & C-2, Sacramento, CA 95825. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises (**"Building"**)and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the **"Project."** (See also Paragraph 2)

1.2(b) **Parking**: n/a unreserved vehicle parking spaces . (See also Paragraph 2.6)

1.3 **Term**: FOUR (4) years and **("Commencement Date")** and ending August 31, 2024 **("Expiration Date")**. (See also Paragraph 3)

1.4 **Early Possession**: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon execution of Lease Agreements **("Early Possessin Date")**. (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent**: $ 3,140.00 per month **("Base Rent")**, payable on the first (1st) day of each month commencing September 1, 2020 . (See also Paragraph 4)
plus $5,680 per month commencing November 15, 2020

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph see Paragraph 2 of Addendum

1.6 **Lessee's Share of Common Area Operating Expenses**: N/A percent N/A % (**"Lessee's Share"**). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution**:

(a) **Base Rent** : $ 3,140.00 for the period Rent for September 1-30, 2020 .

(b) **Common Area Operating Expenses**: N/A for the period _____ .

(c) **Security Deposit**: $ WAIVED **("Security Deposit")**.

(d) **Other**: $ N/A for N/A .

(e) **Total Due Upon Execution of this Lease**: $ 3,140 .

1.8 **Agreed Use**: educational services (the "Business") . (See also Paragraph 6)

1.9 **Insuring Party**. Lessor is the**"Insuring Party"**. (See also Paragraph 8)

1.10 **Real Estate Brokers**: (See also Paragraph 15 and 25)

(a)**Representation**: The following real estate brokers (the **"Brokers"**) and brokerage relationships exist in this transaction (check applicable boxes):

☐ _____ represents Lessor exclusively (**"Lessor's Broker"**);

☐ _____ represents Lessee exclusively (**"Lessee's Broker"**); or

☐ _____ represents both Lessor and Lessee (**"Dual Agency"**).

(b) **Payment to Brokers**: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers the fee agreed to in the attached separate written agreement or if no such agreement is attached, the sum of _____ or _____ % of the total Base Rent payable for the Original Term, the sum of _____ or _____ of the total Base Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and/or the sum of _____ or _____ % of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.

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1.11 **Guarantor**. The obligations of the Lessee under this Lease are to be guaranteed by _____ Murdock Smith ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments**. Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs Two Addendums consisiting of Paragraphs 1-12

☐ a site plan depicting the Premises; Exhibit A purposes left out.
☐ a site plan depicting the Project;
☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☒ other (specify): Exhibit B: photos of fixture, equipment, etc belonging to Lessor, but may be used by Lessee. Lessor shall allow Lessee use of these fixtures, equipment, etc on an As-Is basis. It is understood that these fixtures, equipment are very old units and there is no assurance of their working condition. The floors are old and in need of repair, and provided on an As-Is condition.

2. **Premises**.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease**.

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date (**"Applicable Requirements"**). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building (**"Capital Expenditure"**), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with

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Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term**.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its

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obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent**.

4.1. **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Common Area Operating Expenses"**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) The following costs relating to the ownership and operation of the Project are defined as **-"Common Area Operating Expenses"** :

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately ~~metered.~~

(iii) The cost of trash disposal, pest control services, property management, security services, owner's association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit**. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the

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extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use**.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense,comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the

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then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's **"Lender"** (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations**.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed

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plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity**.

8.1 **Payment of Premium Increases**.

(a) As used herein, the term **"Insurance Cost Increase"** is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), (**"Required Insurance"**), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The **"Base Premium"** shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in

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lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction**.

9.1 **Definitions**.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or

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destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes**.

10.1 **Definitions**.

(a) **"Real Property Taxes."** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by

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reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term **"Base Real Property Taxes"** shall be the amount of Real Property Taxes, which are assessed against the Premises, Building, Project or Common Areas in the calendar year during which the Lease is executed. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services**. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting**.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

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(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies**.

13.1 **Default; Breach**. A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had

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been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture**. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest (**"Interest"**) charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation**. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees**.

15.1 **Additional Commission**. If a separate brokerage fee agreement is attached then in addition to the payments owed pursuant to

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Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule attached to such brokerage fee agreement.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates**.

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor**. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability**. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days**. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability**. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence**. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer**. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices**.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax

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machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers**.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship**.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover**. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies**. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement**. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law**. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance**.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Devise to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations,

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except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees**. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs**. Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions**. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs**. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger**. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents**. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor**.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association,.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options**. If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition**. **"Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii)

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during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures**. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations**. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest**. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority**.; **Multiple Parties; Execution**.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict**. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer**. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments**. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial**. **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT**.

48. **Arbitration of Disputes**. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

49. **Americans with Disabilities Act**. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

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The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Sacramento, California	Executed: Sacramento, California
On: Mar 19, 2021 ,	On: Mar 19, 2021,
By LESSOR:	**By LESSEE:**
Pavilions South, LLC	Highland Community Charter and Technical School
By: Moe Mohanna (Mar 19, 2021 18:32 PDT)	By:
Name Printed: Moe Mohanna	Name Printed: Murdock Smith
Title: Manager	Title: Executive Director
By:	By:
Name Printed:	Name Printed:
Title:	Title:
Address: 1025 9th Street, Suite 205 Sacramento, CA 95814	Address: 1333 Grand Avenue Sacramento, CA 95838
Telephone:( ) 916-447-5232	Telephone:( ) 916-335-1771
Facsimile:( )	Facsimile:( )
Email: moe@mohannadevelopment.com	Email: murdock.smith@hccts.org
Email:	Email:
Federal ID No. 47-3542490	Federal ID No. 46-1190967
BROKER:	**BROKER:**
Att:	Att:
Title:	Title:
Address:	Address:
Telephone:( )	Telephone:( )
Facsimile:( )	Facsimile:( )
Email:	Email:
Federal ID No.	Federal ID No.
Broker/Agent DRE License #:	Broker/Agent DRE License #:

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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No part of these works may be reproduced in any form without permission in writing.**

AIR COMMERCIAL REAL ESTATE ASSOCIATION

GUARANTY OF LEASE

WHEREAS, Pavilions South, LLC, hereinafter "Lessor", and _____, hereinafter "Lessee", are about to execute a document entitled "Lease" dated _____ concerning the premises commonly known as 2310 Fair Oaks Boulevard, Suites C & C2, Sacramento, CA 95825 wherein Lessor will lease the premises to Lessee, and

WHEREAS, Murdock Smith hereinafter "Guarantors" have a financial interest in Lessee, and

WHEREAS, Lessor would not execute the Lease if Guarantors did not execute and deliver to Lessor this Guaranty of Lease.

NOW THEREFORE, in consideration of the execution of said Lease by Lessor and as a material inducement to Lessor to execute said Lease, Guarantors hereby jointly, severally, unconditionally and irrevocably guarantee the prompt payment by Lessee of all rents and all other sums payable by Lessee under said Lease and the faithful and prompt performance by Lessee of each and every one of the terms, conditions and covenants of said Lease to be kept and performed by Lessee.

It is specifically agreed by Lessor and Guarantors that: (i) the terms of the foregoing Lease may be modified by agreement between Lessor and Lessee, or by a course of conduct, and (ii) said Lease may be assigned by Lessor or any assignee of Lessor without consent or notice to Guarantors and that this Guaranty shall guarantee the performance of said Lease as so modified.

This Guaranty shall not be released, modified or affected by the failure or delay on the part of Lessor to enforce any of the rights or remedies of the Lessor under said Lease.

No notice of default by Lessee under the Lease need be given by Lessor to Guarantors, it being specifically agreed that the guarantee of the undersigned is a continuing guarantee under which Lessor may proceed immediately against Lessee and/or against Guarantors following any breach or default by Lessee or for the enforcement of any rights which Lessor may have as against Lessee under the terms of the Lease or at law or in equity.

Lessor shall have the right to proceed against Guarantors following any breach or default by Lessee under the Lease without first proceeding against Lessee and without previous notice to or demand upon either Lessee or Guarantors.

Guarantors hereby waive (a) notice of acceptance of this Guaranty. (b) demand of payment, presentation and protest, (c) all right to assert or plead any statute of limitations relating to this Guaranty or the Lease, (d) any right to require the Lessor to proceed against the Lessee or any other Guarantor or any other person or entity liable to Lessor, (e) any right to require Lessor to apply to any default any security deposit or other security it may hold under the Lease, (f) any right to require Lessor to proceed under any other remedy Lessor may have before proceeding against Guarantors, (g) any right of subrogation that Guarantors may have against Lessee.

Guarantors do hereby subordinate all existing or future indebtedness of Lessee to Guarantors to the obligations owed to Lessor under the Lease and this Guaranty.

If a Guarantor is married, such Guarantor expressly agrees that recourse may be had against his or her separate property for all of the obligations hereunder.

The obligations of Lessee under the Lease to execute and deliver estoppel statements and financial statements, as therein provided, shall be deemed to also require the Guarantors to do and provide the same to Lessor. The failure of the Guarantors to provide the same to Lessor shall constitute a default under the Lease.

The term "Lessor" refers to and means the Lessor named in the Lease and also Lessor's successors and assigns. So long as Lessor's interest in the Lease, the leased premises or the rents, issues and profits therefrom, are subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantors of the Lessor's interest shall affect the continuing obligation of Guarantors under this Guaranty which shall nevertheless continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment and their successors and assigns.

The term "Lessee" refers to and means the Lessee named in the Lease and also Lessee's successors and assigns.
Any recovery by Lessor from any other guarantor or insurer shall first be credited to the portion of Lessee's indebtedness to Lessor which exceeds the maximum liability of Guarantors under this Guaranty.

Any recovery by Lessor from any other guarantor or insurer shall first be credited to the portion of Lessee's indebtedness to Lessor which exceeds the maximum liability of Guarantors under this Guaranty.

No provision of this Guaranty or right of the Lessor can be waived, nor can the Guarantors be released from their obligations except in writing signed by the Lessor.

Any litigation concerning this Guaranty shall be initiated in a state court of competent jurisdiction in the county in which the leased premises are located and the Guarantors consent to the jurisdiction of such court. This Guaranty shall be governed by the laws of the State in which the leased premises are located and for the purposes of any rules regarding conflicts of law the parties shall be treated as if they were all residents or domiciles of such State.

In the event any action be brought by said Lessor against Guarantors hereunder to enforce the obligation of Guarantors hereunder, the unsuccessful party in such action shall pay to the prevailing party therein a reasonable attorney's fee. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to full reimburse all attorney's fees reasonably incurred.

If any Guarantor is a corporation, partnership, or limited liability company, each individual executing this Guaranty on said entity's behalf represents and warrants that he or she is duly authorized to execute this Guaranty on behalf of such entity.

If this Form has been filled in, it has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the AIR Commercial Real Estate Association, the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Form or the transaction relating thereto.

Executed at: 1333 Grand Avenue, Sacramento, CA 95838
On: Mar 19, 2021
Address: Sacramento

"GUARANTORS"

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051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

RUBICON
PROPERTY MANAGEMENT

January 16, 2025

Highlands Community Charter & Tech
Murdoc Smith
1332 Grand Avenue
Sacramento, CA 95838

RE: 2025 **Revised** Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. The purpose of this letter is to revise the estimated expenses for 2025 based on an error. Please update your monthly Estimated Operating Expenses for 2025 based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $268.41

Your Base Year is 2023. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 725	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$729,419.66
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,237,250.71
* Property Management Fee	$720,424.33
Administration	$516,628.98
Total Expense	$6,405,878.96
Base Year 2023	$5,910,359.00
Increase in Expense over Base Year	$495,519.96
Prorata Share: 0.65%	
Total Monthly Amount Due	**$268.41**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

RUBICON
PROPERTY MANAGEMENT

January 16, 2025

Highlands Community Charter & Tech
Murdoc Smith
1333 Grand Avenue
Sacramento, CA 95838

RE: 2025 **Revised** Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. The purpose of this letter is to revise the estimated expenses for 2025 based on an error. Please update your monthly Estimated Operating Expenses for 2025 based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $233.66

Your Base Year is 2022. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 735	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$729,419.66
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,237,250.71
* Property Management Fee	$720,424.33
Administration	$516,628.98
Total Expense	$6,405,878.96
Base Year 2022	$5,796,327.20
Increase in Expense over Base Year	$609,551.76
Prorata Share: 0.46%	
Total Monthly Amount Due	**$233.66**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

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RUBICON
PROPERTY MANAGEMENT

January 16, 2025

Highlands Community Charter & Tech
Murdoc Smith
1333 Grand Avenue
Sacramento, CA 95838

RE: 2025 **Revised** Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. The purpose of this letter is to revise the estimated expenses for 2025 based on an error. Please update your monthly Estimated Operating Expenses for 2025 based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $269.22

Your Base Year is 2022. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 1275	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$729,419.66
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,237,250.71
* Property Management Fee	$720,424.33
Administration	$516,628.98
Total Expense	$6,405,878.96
Base Year 2022	$5,796,327.20
Increase in Expense over Base Year	$609,551.76
Prorata Share: 0.53%	
Total Monthly Amount Due	**$269.22**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

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RUBICON
PROPERTY MANAGEMENT

January 16, 2025

Highlands Community Charter & Tech
Murdoc Smith
1334 Grand Avenue
Sacramento, CA 95838

RE: 2025 **Revised** Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. The purpose of this letter is to revise the estimated expenses for 2025 based on an error. Please update your monthly Estimated Operating Expenses for 2025 based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $272.54

Your Base Year is 2023. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

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555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 550	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$729,419.66
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,237,250.71
* Property Management Fee	$720,424.33
Administration	$516,628.98
Total Expense	$6,405,878.96
Base Year 2023	$5,910,359.00
Increase in Expense over Base Year	$495,519.96
Prorata Share: 0.66%	
Total Monthly Amount Due	**$272.54**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

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RUBICON
PROPERTY MANAGEMENT

December 23, 2024

Highlands Community Charter & Tech
Murdoc Smith
1333 Grand Avenue
Sacramento, CA 95838

RE: 2025 Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2025 are effective as of January 1, 2025. Based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $321.64

Your Base Year is 2022. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 1275	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$784,310.51
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,239,306.28
* Property Management Fee	$782,157.77
Administration	$516,628.98
Total Expense	$6,524,558.83
Base Year 2022	$5,796,327.20
Increase in Expense over Base Year	$728,231.63
Prorata Share 0.53%	
Total Monthly Amount Due	**$321.64**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

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RUBICON
PROPERTY MANAGEMENT

December 23, 2024

Highlands Community Charter & Tech
Murdoc Smith
1333 Grand Avenue
Sacramento, CA 95838

RE: 2025 Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2025 are effective as of January 1, 2025. Based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $279.16

Your Base Year is 2022. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 735	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$784,310.51
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,239,306.28
* Property Management Fee	$782,157.77
Administration	$516,628.98
Total Expense	$6,524,558.83
Base Year 2022	$5,796,327.20
Increase in Expense over Base Year	$728,231.63
Prorata Share 0.46%	
Total Monthly Amount Due	**$279.16**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

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RUBICON
PROPERTY MANAGEMENT

December 23, 2024

Highlands Community Charter & Tech
Murdoc Smith
1334 Grand Avenue
Sacramento, CA 95838

RE: 2025 Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2025 are effective as of January 1, 2025. Based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $337.81

Your Base Year is 2023. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 550	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$784,310.51
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,239,306.28
* Property Management Fee	$782,157.77
Administration	$516,628.98
Total Expense	$6,524,558.83
Base Year 2023	$5,910,359.00
Increase in Expense over Base Year	$614,199.83
Prorata Share 0.66%	
Total Monthly Amount Due	**$337.81**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

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RUBICON
PROPERTY MANAGEMENT

December 23, 2024

Highlands Community Charter & Tech
Murdoc Smith
1332 Grand Avenue
Sacramento, CA 95838

RE: 2025 Estimated Operating Expenses
555 Capitol Mall, Sacramento CA

Dear Tenant,

We recently completed the 2025 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2025 are effective as of January 1, 2025. Based on the attached schedule, please remit the following:

- 2025 Estimated Operating Expenses due monthly in addition to your Base Rent beginning January 2025: $332.69

Your Base Year is 2023. In spring of 2025, we will prepare the reconciliation of the 2024 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to email, or call me at (916) 444.2000 if you have any questions.

Thank you,

Erin Keema
Project Director

051 - 555 Capitol Mall #1275, # 735, #725, #550.pdf

555 Capitol Mall
Sacramento, CA
2025 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 725	Jan - Dec 25
Expense	
Elevator	$55,997.80
HVAC	$121,061.64
* Janitorial	$784,310.51
Repairs & Maintenance	$865,456.72
Security	$425,658.80
Taxes & Insurance	$1,733,980.33
* Utilities	$1,239,306.28
* Property Management Fee	$782,157.77
Administration	$516,628.98
Total Expense	$6,524,558.83
Base Year 2023	$5,910,359.00
Increase in Expense over Base Year	$614,199.83
Prorata Share 0.65%	
Total Monthly Amount Due	**$332.69**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

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RUBICON
PROPERTY MANAGEMENT

December 19, 2023

Highlands Community Charter & Tech
Murdoc Smith
1334 Grand Avenue
Sacramento, CA 95838

Re: 2024 Estimated Operating Expenses
555 Capitol Mall Suite 550, Sacramento CA

Dear Tenant:

We recently completed the 2024 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2024 are effective as of January 1, 2024. Based on the attached schedule, please remit the following:

- 2024 Estimated Operating Expenses due monthly **in addition to your Base Rent** beginning January 2024: **$139.88**

Your Base Year is 2023. In the spring of 2024, we will prepare the reconciliation of the 2023 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to contact our office should you have any questions, (916) 444-2000.

Sincerely,

Erin Keema
Project Director

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555 Capitol Mall
Sacramento, CA
2024 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 550	Jan - Dec 24
Expense	
Elevator	$ 55,660.00
HVAC	$ 117,411.00
* Janitorial	$ 710,813.33
Repairs & Maintenance	$ 834,712.85
Security	$ 413,261.00
Taxes & Insurance	$ 1,689,907.29
* Utilities	$ 1,221,070.54
* Property Management Fee	$ 676,192.98
Administration	$ 497,038.60
Total Expense	$ 6,216,067.59
Base Year 2023	$ 5,961,740.56
Increase in Expense over Base Year	$ 254,328.03
Prorata Share: 0.66%	
Total Monthly Amount Due	**$ 139.88**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

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THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "**Third Amendment**") is made this _____ day of July, 2023 between **555 CAP PARTNERS, LP**, a Delaware limited partnership **("Landlord")** and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization ("**Tenant").**

A. WHEREAS, Landlord and Tenant entered into a Lease dated June 11, 2021, as amended by the First Amendment to Lease dated June 26, 2021 and as amended by that certain Second Amendment (the "**Original Second Amendment**") dated August 24, 2022, and the Amended and Restated Amendment to Lease ("**Second Amendment**") dated January 4, 2023 (collectively, the "**Lease**") for those certain premises containing approximately **2,070** rentable square feet located at 555 Capitol Mall, Suite 1275, Sacramento, California (the "**Original Premises**") and Expansion Space containing approximately **1,804** rentable square feet described as Suite 735 of the Building (the "**Expansion Premises**") and the Second Expansion Premises containing approximately 2,534 rentable square feet, described as Suite 725 ("**Second Expansion Premises**"), as more fully described in the Lease. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Lease.

B. WHEREAS, Tenant has requested to expand to space containing approximately **2,568** rentable square feet described as Suite 550 of the Building (the "**Third Expansion Premises**"), as shown on the attached Exhibit A and that the Lease be appropriately amended and Landlord is willing to do the same on the following terms and conditions.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereby mutually agree as follows:

1. **THIRD EXPANSION PREMISES.** From and after the Third Expansion Premises Effective Date (defined below), the Premises, as defined in the Lease, shall be approximately **2,070** rentable square feet of space in Suite 1275, **1,804** rentable square feet in Suite 735, **2,534** rentable square feet of space in Suite 725, and **2,568** rentable square feet of space in Suite 550 of the Building, and from and after the Third Expansion Premises Effective Date, the Original Premises together with the Expansion Premises, the Second Expansion Premises and the Third Expansion Premises shall be deemed the "**Premises**", as defined in the Lease and as used herein. The Third Expansion Premises is subject to all the terms and conditions of the Lease except as expressly modified herein and except that Tenant shall not be entitled to receive any allowances, abatements other financial concessions granted with respect to the Original Premises, Expansion Premises or the Second Expansion Premises unless such concessions are expressly provided for herein with respect to the Third Expansion Premises.

2. **THIRD EXPANSION PREMISES EFFECTIVE DATE.** The Third Expansion Premises Effective Date shall be August 1, 2023 **("Third Expansion Premises Effective Date")**.

3. **THIRD EXPANSION PREMISES TERM**. The term of the Lease for the Third Expansion Premises shall commence on August 1, 2023, and continue for a period of twenty-four (24) months.

4. **THIRD EXPANSION PREMISES EXPIRATION**. The Lease for the Third Expansion Space shall terminate on July 31, 2025 ("**Third Expansion Premises Expiration Date**").

5. **BASE RENT.** Notwithstanding anything to the contrary contained in the Lease, effective as of the Third Expansion Premises Effective Date, Monthly Base Rent for the Third Expansion Premises only shall be as follows:

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Period	Monthly Base Rent per Rentable Square Foot	Total Monthly Base Rent for Third Expansion Premises
8/1/2023 – 9/30/2023	$3.19	$8,191.92
10/1/2023 – 9/30/2024	$3.29	$8,448.72
10/1/2024 – 7/31/2025	$3.38	$8,679.84

All such Monthly Base Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby.

6. **SECURITY DEPOSIT.** Landlord is currently holding a Security Deposit in the amount of $23,446.18. An additional $8,564.92 shall be due for the Third Expansion Premises upon execution of the Second Amendment. Tenant's Security Deposit for the entire Premises shall be $32,011.10.

7. **PARKING DENSITY.** Tenant shall be allotted an additional five (5) unreserved parking stalls, per the terms of Exhibit F in the Original Lease.

8. **TENANT IMPROVEMENTS.** Landlord, at Landlord's sole cost and expense, shall perform the following Tenant Improvements in the Third Expansion Premises as shown on Exhibit A. Tenant shall accept the Premises in as-is condition except as follows:

- New Carpet and Paint using Building Standard materials.
- Add Tenant name to suite sign and elevator lobby directory.

9. **BASE YEAR.** Effective as of the Third Expansion Premises Effective Date, the Base Year for the Third Expansion Premises shall be 2023. The Base Year for the Second Expansion Space shall remain 2023. The Based Year for the Original Premises and the Expansion Premises shall remain 2022.

10. **TENANT'S PROPORTIONATE SHARE.** Effective as of the Third Expansion Premises Effective Date, Tenant's Proportionate Share of the Building and Project for the Third Expansion Premises shall be 0.66%. Tenant's Total Proportionate Share of the Building and Project shall be 2.3%.

11. **RIGHT OF FIRST OFFER.** Following Landlord's first leasing of the Offer Space (as defined below) after the Commencement Date of this Lease, Tenant shall have a one-time right of first offer (the "**Offer Right**") with respect to the approximately **1,608** rentable square feet of the Building which is located adjacent to Suite 1275 and shown attached hereto as **Exhibit B** and currently referred to as Suite 1255 (the "**Offer Space**"). Tenant's Offer Right shall be exercised as follows: at any time after Landlord has determined that the Offer Space has become Available (defined below), but prior to leasing the Offer Space to a party other than the existing tenant thereto, Landlord shall advise Tenant (the "Advice") of the terms under which Landlord is prepared to lease the Offer Space to Tenant. For purposes hereof, the Offer Space shall be deemed to become "Available" if, following Landlord's first leasing of the Offer Space following the date of this Lease, Landlord determines that the existing tenant of such Offer Space will not extend or renew the term of its lease, or enter into a new lease for the Offer Space and Landlord intends to offer the Offer Space for lease to the public. Tenant may lease the Offer Space in its entirety only, under the terms set forth in the Advice, by delivering written notice of exercise to Landlord (the "Notice of Exercise") within five (5) days after the date of the Advice, except that Tenant shall have no such Offer Right and Landlord need not provide Tenant with an Advice with respect to the Offer Space, if:

Tenant is in default under this Lease at the time that Landlord would otherwise deliver the Advice; or

a.) the Premises, or any portion thereof, is sublet at the time Landlord would otherwise deliver the Advice; or

b.) this Lease has been assigned prior to the date Landlord would otherwise deliver the Advice; or

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c.) Tenant is not occupying the Premises on the date Landlord would otherwise deliver the Advice; or

d.) the Offer Space is not intended for the exclusive use of Tenant during the Term; or

e.) the existing tenant in the Offer Space is interested in extending or renewing its lease for the Offer Space or entering into a new lease for the Offer Space.

The term for the Offer Space shall commence upon the commencement date stated in the Advice and thereupon such Offer Space shall be considered a part of the Premises, provided that all of the terms stated in the Advice, including the termination date set forth in the Advice, shall govern Tenant's leasing of the Offer Space and only to the extent that they do not conflict with the Advice, the terms and conditions of this Lease shall apply to the Offer Space. Tenant shall pay Monthly Installment of Rent, Tenant's Proportionate Share of Expenses and Taxes and any other additional rent for the Offer Space in accordance with the terms and conditions of the Advice.

The Offer Space (including improvements and personality, if any) shall be accepted by Tenant in its condition and as-built configuration existing on the earlier of the date Tenant takes possession of the Offer Space or the date the term for such Offer Space commences, unless the Advice specifies work to be performed by Landlord in the Offer Space, in which case Landlord shall perform such work in the Offer Space. If Landlord is delayed delivering possession of the Offer Space due to the holdover or unlawful possession of such space by any party, Landlord shall use reasonable efforts to obtain possession of such space, and the commencement of the term for the Offer Space shall be postponed until the date Landlord delivers possession of the Offer Space to Tenant free from occupancy by any party.

The rights of Tenant hereunder with respect to the Offer Space shall terminate on the earlier to occur of: (i) twelve (12) months prior to the Termination Date for Suite 1255; (ii) Tenant's failure to exercise its Offer Right within the five (5) business days from receiving written notice from Landlord of the availability; and (iii) the date Landlord would have provided Tenant the Advice if Tenant had not been in violation of one or more of the conditions set forth herein.

If Tenant exercises its Offer Right, Landlord shall prepare an amendment (the "**Offer Space Amendment**") adding the Offer Space to the Premises on the terms set forth in the Advice and reflecting the changes in the Monthly Installment of Rent, rentable square footage of the Premises, Tenant's Proportionate Share and other appropriate terms. A copy of the Offer Space Amendment shall be sent to Tenant within a reasonable time after Landlord's receipt of the Notice of Exercise executed by Tenant, and Tenant shall execute and return the Offer Space Amendment to Landlord within fifteen (15) days thereafter, but an otherwise valid exercise of the Offer Right shall be fully effective whether or not the Offer Space Amendment is executed.

If Tenant exercises its Offer Right, and provides a fully executed lease for the Offer Space, at Tenant's election, the Lease as it relates to Suite 550 only may be terminated effective on the Commencement Date of the Offer Space.

Notwithstanding anything herein to the contrary, Tenant's Offer Right is subject and subordinate to the expansion rights (whether such rights are designated as a right of first offer, right of first refusal, expansion option or otherwise) of any tenant of the Building existing on the date hereof.

Except as expressly modified above, all terms and conditions of the Lease remain in full force and effect and are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the parties hereto have entered into this Third Amendment as of the date first written above.

LANDLORD:

555 CAP PARTNERS, LP,
a Delaware limited partnership

By: 555 Partners GP, LLC, a California limited liability company, General Partner

By: Pac West Office Equities, LP, a California limited partnership, Sole Member

By: PW GP, LP, a California limited partnership, General Partner

By: PW Lead, LLC, a California limited liability company, General Partner

By: DocuSigned by: Dan Confer 8/1/2023
Daniel Confer, Investment Committee Chair

By: DocuSigned by: 7/31/2023
Larry Allbaugh, Investment Committee Member

TENANT:

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,
a California nonprofit organization

Murdock Smith, Executive Director

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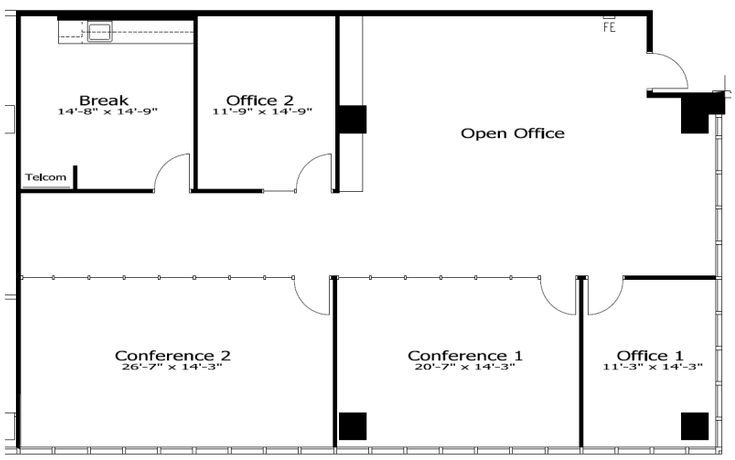
EXHIBIT A

THIRD EXPANSION PREMISES
SUITE 550

This Exhibit is attached to and made a part of the Lease by and between **555 CAP PARTNERS, LP,** a Delaware limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.



Suite 550

555 Capitol Mall
Sacramento, California

2,568 rsf 11/3/22

I4237.H67

0 8 16

Nielsen & Associates Architects

1731 East Roseville Parkway
Roseville, CA 95661
(916) 781-6800

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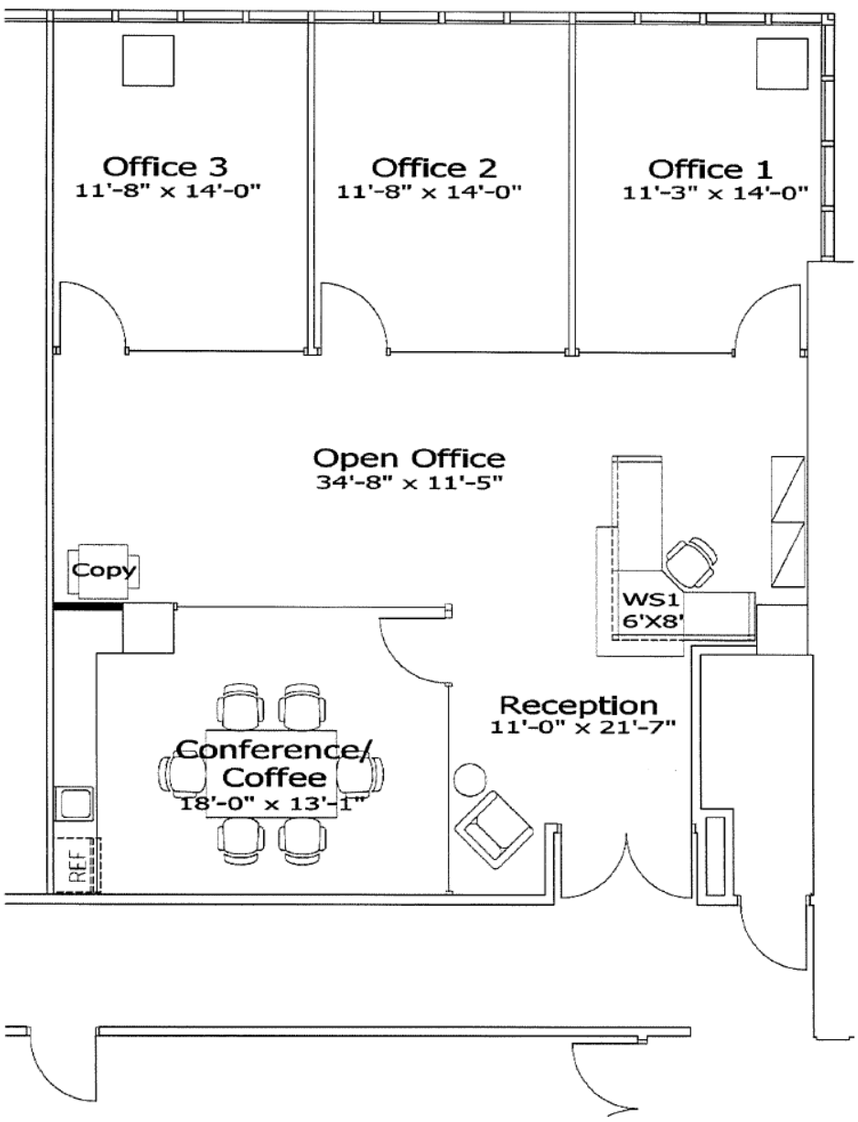
EXHIBIT B

OFFER SPACE
(SUITE 1255)

This Exhibit is attached to and made a part of the Lease by and between **555 CAP PARTNERS, LP,** a Delaware limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.



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Certificate Of Completion

Envelope Id: CF30743A3CBA478DB7700C59F9FED892
Status: Completed
Subject: Complete with DocuSign: HCCTS Third Amendment Ste. 550.pdf, Econ Summary - 555capma - Highlands...
Source Envelope:
Document Pages: 7
Signatures: 2
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Nick Whittemore
555 Capitol Mall Ste 900
Sacramento, CA 95814-4606
NicholasWhittemore@buzzoates.com
IP Address: 23.124.79.145

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Holder: Nick Whittemore
NicholasWhittemore@buzzoates.com
Location: DocuSign

Signer Events	Signature	Timestamp
Larry Allbaugh Larryallbaugh@buzzoates.com Investment Member Security Level: Email, Account Authentication (None)	DocuSigned by: 10FD451923FA45B... Signature Adoption: Drawn on Device Using IP Address: 23.124.79.145	Sent: 7/31/2023 1:41:43 PM Viewed: 7/31/2023 2:52:52 PM Signed: 7/31/2023 2:53:02 PM
Electronic Record and Signature Disclosure: Accepted: 3/22/2023 10:05:00 AM ID: cb4bbadd-82b9-4de2-9231-aaf3f2c3016a		
Dan Corfee dcorfee@prefcap.com Managing Member Security Level: Email, Account Authentication (None)	DocuSigned by: BFA63A339EF54C6... Signature Adoption: Pre-selected Style Using IP Address: 73.235.140.130 Signed using mobile	Sent: 7/31/2023 2:53:03 PM Viewed: 8/1/2023 6:51:05 AM Signed: 8/1/2023 6:51:54 AM
Electronic Record and Signature Disclosure: Accepted: 8/1/2023 6:51:05 AM ID: 90a7e87d-dc5a-4d65-b94f-3588e5cf592a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/31/2023 1:41:43 PM
Certified Delivered	Security Checked	8/1/2023 6:51:05 AM

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Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	8/1/2023 6:51:54 AM
Completed	Security Checked	8/1/2023 6:51:54 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Electronic Record and Signature Disclosure created on: 6/14/2022 3:49:27 PM
Parties agreed to: Larry Allbaugh, Dan Corfee

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Buzz Oates Construction Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Buzz Oates Construction Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: htapia@buzzoates.com

To advise Buzz Oates Construction Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at htapia@buzzoates.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Buzz Oates Construction Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to htapia@buzzoates.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Buzz Oates Construction Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to htapia@buzzoates.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Buzz Oates Construction Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Buzz Oates Construction Inc during the course of your relationship with Buzz Oates Construction Inc.

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RUBICON
PROPERTY MANAGEMENT

December 19, 2023

Highlands Community Charter & Tech
Murdoc Smith
1332 Grand Avenue
Sacramento, CA 95838

Re: 2024 Estimated Operating Expenses
555 Capitol Mall Suite 725, Sacramento CA

Dear Tenant:

We recently completed the 2024 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2024 are effective as of January 1, 2024. Based on the attached schedule, please remit the following:

- 2024 Estimated Operating Expenses due monthly **in addition to your Base Rent** beginning January 2024: **$137.76**

Your Base Year is 2023. In the spring of 2024, we will prepare the reconciliation of the 2023 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to contact our office should you have any questions, (916) 444-2000.

Sincerely,

Erin Keema
Project Director

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555 Capitol Mall
Sacramento, CA
2024 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 725	Jan - Dec 24
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Total Monthly Amount Due	**$ 137.76**

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May vary by up to $1.00 due to rounding

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AMENDED AND RESTATED SECOND AMENDMENT TO LEASE

THIS AMENDED AND RESTATED SECOND AMENDMENT TO LEASE (this "**Second Amendment**") is made this 4th day of January, 2023 between **555 CAP PARTNERS, LP**, a Delaware limited partnership as successor-in-interest to **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership (**"Landlord")** and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization ("**Tenant").**

A. **WHEREAS**, Landlord and Tenant entered into a Lease dated June 11, 2021, as amended by the First Amendment to Lease dated June 26, 2021 and as amended by that certain Second Amendment (the "**Original Second Amendment**") dated August 24, 2022 (collectively, the "**Lease**") for those certain premises containing approximately **2,070** rentable square feet located at 555 Capitol Mall, Suite 1275, Sacramento, California (the "**Original Premises**") and expansion space containing approximately **1,804** rentable square feet described as Suite 735 of the Building (the "**Expansion Premises**"), as more fully described in the Lease. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Lease.

B. **WHEREAS,** Landlord and Tenant desire to amend and restate the Original Second Amendment in its entirety as provided in this Amendment.

C. **WHEREAS,** Tenant has requested to expand to space containing approximately **2,534** rentable square feet described as Suite 725 of the Building (the "**Second Expansion Premises**"), as shown on the attached Exhibit A and that the Lease be appropriately amended and Landlord is willing to do the same on the following terms and conditions.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereby mutually agree as follows:

1. **SECOND EXPANSION PREMISES.** From and after the Second Expansion Premises Effective Date (defined below), the Premises, as defined in the Lease, shall be approximately **2,070** rentable square feet of space in Suite 1275, **1,804** rentable square feet in Suite 735 and **2,534** rentable square feet of space in Suite 725 of the Building, and from and after the Second Expansion Premises Effective Date, the Original Premises together with the Expansion Premises shall be deemed the "Premises", as defined in the Lease and as used herein. The Second Expansion Premises is subject to all the terms and condition of the Lease except as expressly modified herein and except that Tenant shall not be entitled to receive any allowances, abatements other financial concessions granted with respect to the Original Premises or Expansion Premises unless such concessions are expressly provided for herein with respect to the Second Expansion Premises.

2. **SECOND EXPANSION PREMISES EFFECTIVE DATE.** The **"Second Expansion Premises Effective Date"** shall be January 1, 2023.

3. **SECOND EXPANSION PREMISES TERM**. The term of the Lease for the Second Expansion Premises shall be coterminous with the Original Lease and the Lease Expiration Date for the Second Expansion Premises shall be September 30, 2027.

4. **BASE RENT:** Notwithstanding anything to the contrary contained in the Lease, effective as of the Second Expansion Premises Effective Date, Monthly Base Rent for the Second Expansion Premises only shall be as follows:

Period	Monthly Base Rent per Rentable Square Foot	Total Monthly Base Rent for Second Expansion Premises
1/1/2023 – 2/28/23	$0.00	$0.00
3/1/2023 – 9/30/2023	$3.19	$8,083.46
10/1/2023 – 9/30/2024	$3.29	$8,336.86
10/1/2024 – 9/30/2025	$3.38	$8,564.92
10/1/2025 – 9/30/2026	$3.49	$8,843.66
10/1/2026 – 9/30/2027	$3.59	$9,097.06

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All such Monthly Base Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby.

So long as Tenant is not in default under the Lease, as amended hereby, Tenant shall be entitled to an abatement of Monthly Base Rent with respect to the Second Expansion Premises in the amount of $8,083.46 for the first two (2) months of the Second Expansion Premises Term. The maximum total amount of Monthly Base Rent abated with respect to the Second Expansion Premises in accordance with the foregoing shall equal $16,166.92 (the "**Abated Monthly Base Rent**"). If Tenant defaults under the Lease, as amended hereby, at any time during the Term and fails to cure such default within any applicable cure period under the Lease, then all Abated Monthly Base Rent shall immediately become due and payable.

5. **SECURITY DEPOSIT.** Landlord is currently holding a Security Deposit in the amount of $14,439.12. An additional $9,097.06 shall be due for the Second Expansion Premises upon execution of the Second Amendment. Tenant's Security Deposit for the entire Premises shall be $23,536.18.

6. **PARKING DENSITY.** Tenant shall be allotted an additional five (5) unreserved parking stalls, per the terms of Exhibit F in the Original Lease.

7. **TENANT IMPROVEMENTS.** Landlord, at Landlord's sole cost and expense, shall perform the following Tenant Improvements in the Second Expansion Premises as shown on Exhibit A. Tenant improvement shall be Turn-key as further defined in Exhibit B.

- Update HVAC to the current Building Standard system.
- Replace lights with Building Standard LED lighting.
- New Carpet, LVT, Millwork and Paint using Building Standard materials.
- Add Tenant name to suite sign and elevator lobby directory.
- Add or relocate up to six (6) electrical outlets with data drops.

8. **BASE YEAR.** Effective as of the Second Expansion Premises Effective Date, the Base Year for the Second Expansion Premises shall be 2023. The Base Year for the Original Premises and the Expansion Premises shall remain 2022.

9. **TENANT'S PROPORTIONATE SHARE.** Effective as of the Second Expansion Premises Effective Date, Tenant's Proportionate Share of the Building and Project for the Second Expansion Premises shall be 0.65%. Tenant's Proportionate Share of the Building and Project for the Original Premises and Expansion Premises shall remain 0.99%.

10. **RIGHT OF FIRST OFFER.** As of the date of execution of this Second Amendment, Paragraph 10 of the First Amendment shall be null and void. Tenant shall continue to have a Right of First Offer on Suite 1255, in the event the Suite becomes available Tenant shall have a one-time option to Terminate the Lease for Suite 725 and Lease Suite 1255 as long as Tenant is not in default.

Except as expressly modified above, all terms and conditions of the Lease remain in full force and effect and are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the parties hereto have entered into this Amended and Restate Second Amendment as of the date first written above.

LANDLORD:

555 CAP PARTNERS, LP,
a Delaware limited partnership

By: 555 Partners GP, LLC, a California limited liability company, General Partner

By: Pac West Office Equities, LP, a California limited partnership, Sole Member

By: PW GP, LP, a California limited partnership, General Partner

By: PW Lead, LLC, a California limited liability company, General Partner

By: _____
Daniel Corfee, Investment Committee Chair

By: _____
Larry Allbaugh, Investment Committee Member

TENANT:

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,
a California nonprofit organization

_____
Murdock Smith, Executive Director

{2038-0058/00085051;}

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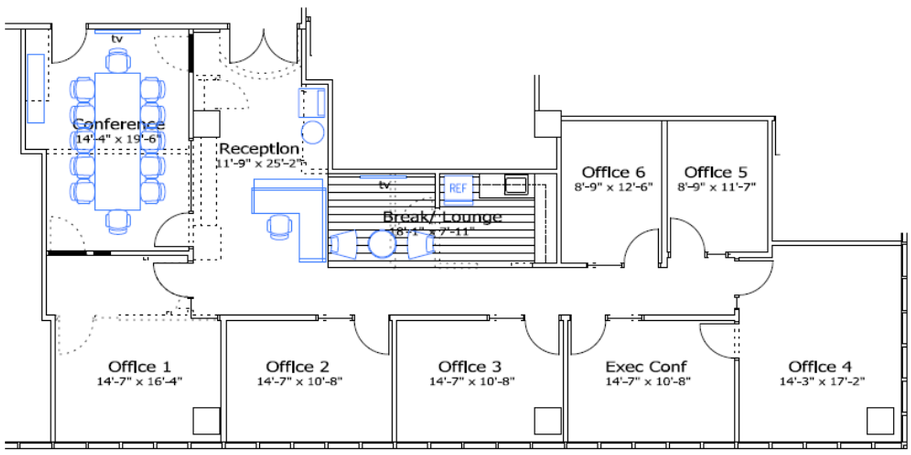
EXHIBIT A

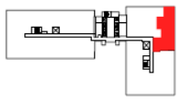
SECOND EXPANSION PREMISES
SUITE 725

This Exhibit is attached to and made a part of the Lease by and between **555 CAP PARTNERS, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.



Highlands
555 Capitol Mall, Suite 725
Sacramento, California
Scheme B 2,534 rsf July 15, 2022
22179.H06

0 8 16



Nielsen & Associates Architects
1731 East Roseville Parkway
Roseville, CA 95661
(916) 781-6800

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EXHIBIT B

LEASE IMPROVEMENT AGREEMENT

This Lease Improvement Agreement ("**Improvement Agreement**") sets forth the terms and conditions relating to construction of the initial tenant improvements described in the Plans referred to below (the "**Tenant Improvements**") in the Premises. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Lease (the "**Lease**") to which this Improvement Agreement is attached and forms a part.

1. Plans and Specifications.

1.1. Landlord shall construct the Tenant Improvements in the Premises pursuant to the **Space Plan dated July 15, 2022** (collectively, the "**Plans**"). Tenant shall make no changes or modifications to the Plans or submit any change orders without the prior written approval of Landlord.

1.2. Notwithstanding Landlord's review and approval of the Plans, Landlord shall have no responsibility or liability whatsoever for any errors or omissions contained in the Plans, or to verify dimensions or conditions, or for the quality, design or compliance with applicable Regulations of any improvements described therein or constructed in the Premises. Landlord shall assign to Tenant all warranties and guarantees by the contractor who constructs the Tenant Improvements relating to the Tenant Improvements, and Tenant hereby waives all claims against Landlord relating to, or arising out of the construction of, the Tenant Improvements.

2. Specifications for Standard Tenant Improvements.

2.1. Specifications and quantities of standard building components which will comprise and be used in the construction of the Tenant Improvements ("**Standards**") are set forth in **Schedule 1** to this **Exhibit** B. As used herein, "**Standards**" or "**Building Standards**" shall mean the standards for a particular item selected from time to time by Landlord for the Building, including those set forth on **Schedule 1** of this **Exhibit B**, or such other standards of equal or better quality as may be mutually agreed between Landlord and Tenant in writing.

2.2. No deviations from the Standards are permitted.

3. Construction of Tenant Improvements.

3.1. Promptly upon the execution of this Improvement Agreement, Landlord shall secure a building permit and commence construction of the Tenant Improvements provided that Tenant shall cooperate with Landlord in executing permit applications and performing other actions reasonably necessary to enable Landlord to obtain any required permits or certificates of occupancy. Landlord shall not be liable for any direct or indirect damages suffered by Tenant as a result of delays in construction beyond Landlord's reasonable control, including, but not limited to, delays due to strikes or unavailability of materials or labor, or delays caused by Tenant (including delays by the contractor or anyone else performing services on behalf of Landlord or Tenant).

3.2. If any work is to be performed on the Premises by Tenant or Tenant's contractor or agents:

(a) Such work shall proceed upon Landlord's written approval of Tenant's contractor, public liability and property damage insurance carried by Tenant's contractor, and detailed plans and specifications for such work shall be at Tenant's sole cost and expense, and shall further be subject to the provisions of Paragraphs 7.1 and 7.3 of the Lease.

(b) All work shall be done in conformity with a valid building permit when required, a copy of which shall be furnished to Landlord before such work is commenced, and in any case, all such work shall be performed in accordance with all applicable Regulations. Notwithstanding any failure by Landlord to object to any such work, Landlord shall have no responsibility for Tenant's failure to comply with all applicable Regulations.

(c) If required by Landlord or any lender of Landlord, all work by Tenant or Tenant's contractor or agents shall be done with union labor in accordance with all union labor agreements applicable to the trades being employed.

(d) All work by Tenant or Tenant's contractor or agents shall be scheduled through Landlord.

(e) Tenant or Tenant's contractor or agents shall arrange for necessary utility, hoisting and elevator service with Landlord's contractor and shall pay such reasonable charges for such services as may be charged by Tenant's or Landlord's contractor.

(f) Tenant's entry to the Premises for any purpose, including, without limitation, inspection or performance of Tenant construction by Tenant's agents, prior to the date Tenant's obligation to pay rent commences shall be subject to all the terms and conditions of the Lease except the payment of Rent. Tenant's entry shall mean entry by Tenant, its officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors.

(g) Tenant shall promptly reimburse Landlord upon demand for any reasonable expense actually incurred by the Landlord by reason of faulty work done by Tenant or its contractors or by reason of any delays caused by such work, or by reason of inadequate clean-up.

4. Completion and Rental Commencement Date.

4.1. Tenant's obligation to pay Rent under the Lease shall commence on the applicable date described in Paragraph 3 of the Lease. However:

(a) If Tenant delays in approving any matter requiring Tenant's approval within the time

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limits specified herein; or

(b) If the construction period is extended because Tenant requests any changes in construction or modifies the Plans or if the same do not comply with applicable Regulations; or

(c) If Landlord is otherwise delayed in the construction of the Tenant Improvements for any act or omission of or breach by Tenant or anyone performing services on behalf of Tenant or on account of any work performed on the Premises by Tenant or Tenant's contractors or agents,then the date described in Paragraph 2 of the Lease shall be deemed to be accelerated by the total number of days of Tenant delays described in (a) through (c) above (each, a "**Tenant Delay**"), calculated in accordance with the provisions of Paragraph 4.2 below.

4.2. If the Term of the Lease has not already commenced pursuant to the provisions of Paragraph 2 of the Lease and substantial completion of the Tenant Improvements has been delayed on account of any Tenant Delays, then upon actual substantial completion of the Tenant Improvements (as defined in Paragraph 2 of the Lease), Landlord shall notify Tenant in writing of the date substantial completion of the Tenant Improvements would have occurred but for such Tenant Delays, and such date shall thereafter be deemed to be the Term Commencement Date for all purposes under the Lease. Tenant shall pay to Landlord, within three (3) business days after receipt of such written notice (which notice shall include a summary of Tenant Delays), the per diem Base Rent times the number of days between the date the Term Commencement Date would have otherwise occurred but for the Tenant Delays (as determined by Landlord's contractor), and the date of actual substantial completion of the Tenant Improvements.

4.3. Promptly after substantial completion of the Tenant Improvements, Landlord shall give notice to Tenant and Tenant shall conduct an inspection of the Premises with a representative of Landlord and develop with such representative of Landlord a punchlist of items, if any, of the Tenant Improvements that are not complete or that require correction. Upon receipt of such punchlist, Landlord shall proceed diligently to remedy such items at Landlord's cost and expense provided such items are part of the Tenant Improvements to be constructed by Landlord hereunder and are otherwise consistent with Landlord's obligations under this Improvement Agreement (with any dispute between Landlord and Tenant pertaining thereto to be resolved by Landlord's architect or general contractor). Substantial completion shall occur notwithstanding delivery of any such punchlist.

4.4. A default under this Improvement Agreement shall constitute a default under the Lease, and the parties shall be entitled to all rights and remedies under the Lease in the event of a default hereunder by the other party (notwithstanding that the Term thereof has not commenced).

Without limiting the "as-is" provisions of the Lease, except for the Tenant Improvements to be constructed by Landlord pursuant to this Improvement Agreement, Tenant accepts the Premises in its "as-is" condition and acknowledges that it has had an opportunity to inspect the Premises prior to signing the Lease

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SCHEDULE 1
TO EXHIBIT B

BUILDING STANDARDS

WALL CONSTRUCTION

A. **Interior Partition Walls:** Standard partition walls consist of 2 1/2" -20 gauge metal studs 24" on center with 5/8" thick gypsum board. Walls shall be constructed to meet ceiling grid.

B. **Demising Walls (Tenant to Tenant) and Walls of Conference Room:** Standard partition walls consist of 3 5/8" - 20 gauge metal studs 24" on center with 5/8" thick gypsum board. Walls shall be constructed 6" above ceiling grid and insulated.

C. **Suite to Corridor Walls:** Walls are to be constructed of 3 5/8" 20 gauge metal studs, fire rated as required per code, with a one layer of Type X gypsum board on each side of the studs. Insulation shall be included. Tunnel construction techniques are to be used. Wall heights typical 8'-6" A.F.F. Drywall shall not extend beyond 9'-0" A.F.F. without the written consent of Building Management.

D. **Plenum:** Under no circumstances shall wood or any other non-fire rated material be allowed in the plenum. Encapsulating the material is not acceptable. Any such existing material must be removed. If tenant's plans include such materials and these materials are not identified with the approval plans submitted to Building Management, it does not nullify this policy and the tenant will not be allowed to install the non-conforming material. There are no exceptions to this policy.

E. **Wall and Ceiling texture:** All walls and ceilings shall be taped smooth and are to receive a finish level to match existing. Tenant is allowed to upgrade to a level 5 at their own expense. No specialty wall finishes such as plaster, brick or murals shall be done without Building Management's approval, and shall be at the tenant's expense.

DOORS & INTERIORS

A. Main Tenant Entry Doors: All tenant entry doors shall be solid core cherry, one hour rated typical size 8'-4", except for 15th floor which are typically 8'-11". Sidelights may be installed upon review and acceptance of Building Management. Glass to be full height and meet all fire and use codes. Wire glass will not be permitted.

B. Any new interior doors shall match existing. Expanded sidelites at offices and conference room shall be frames in AAF. Conference room glass to be butt joint.

FRAMES

A. Door Frames shall be either 1 ½" or 2" (depending upon location) AAF or AFI dark bronze frames or equal and meet all applicable code requirements.

HARDWARE

A. All hardware used in applications of common corridors (suite entry and exits) shall be Schlage L90XX Mortise lock, finish: oil rubbed bronze, and shall meet all applicable code and access requirements.

B. All interior suite door hardware to be passage and match existing.

C. If interior locks are required (this is above building standard), they shall be ND Series Lever "Sparta", design 17.

D. All doors in fire rated corridors shall include required hardware for code and access requirements, including closures and smoke seals.

E. All locking hardware shall be equipped with Schlage "E" keyway and "O" bitted.

CEILING SYSTEMS

A. Existing ceiling tile shall remain and damaged tiles will be replaced as necessary.

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WINDOW COVERINGS

A. The building standard shades are the following specifications:

1. MechoShade brand
2. Manual Rollers
3. M5 clutch
4. Color: Euroveil 6013- Bronze shade fabric
5. Continuous 36” Black Fascia
6. Black Steel Chain

B. No window coverings are provided for interior offices or corridors.

WINDOW FILM

A. Brand: Llumar, Product: R-35 SR CDF, Color: Silver.

FLOORING

A. Broadloom - Shaw Contract Group, Style Names/Numbers: Stitch 5A075 and Stitch Grid 5A076, 34 oz/sq yd.

B. Carpet Tile - Shaw Contract Group, Style Names/Numbers: No Rules Collection, Direction 5T071, Reverse 5T069 or Shape 5T070.

C. Vinyl Luxury Tile – Shaw Hard Surface, Uncommon Ground 4 0187V or 6 0188V (workrooms/breakrooms) shall be installed in Work/Break room.

WALL BASE

A. Building Standards for base are Burke (4”) rubber base in soft surface areas and 4" coved base in all hard surface areas.

PAINT

A. No VOC or low VOC paints. The paint shall be a premium grade paint produced by Sherman Williams or equivalent. Building Management shall approve any proposed equals ahead of time.

B. New surfaces shall receive (1) one coat of primer and a minimum of (2) coats of interior eggshell paint. Tenant may choose up to three (3) paint colors.

C. All paints shall be applied by roller method. No spray painting is allowed. Ceilings and other appropriate areas are to be cut in with a brush.

D. The finishing of doors, cabinets, moulding and millwork or any other items similar shall be done off site. No finishing using odor causing materials can be done on site.

E. All paint and or primer is to be strained, on site, immediately prior to use.

F. The back of the window line of building columns are to be painted to match interior colors.

G. The window line ceiling soffit is to be painted acoustic white only.

HVAC

A. The HVAC shall be zoned to provide typical service for an office building (i.e., approximately one zone per 800 usable square feet).

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B. The HVAC within the Premises shall be air balanced upon completion of the tenant improvements.

ELECTRICAL

A. Each new office shall be equipped with one standard duplex 110 volt outlet, one standard fourplex 110 volt outlet, and one data cut-in with pull string.

Service and Metering:

Service enters the building below grade into the main electrical room. Power consists of a 4000 amp 277/480 volt 3 phase 4 wire service. Each Tower (East & West) is then served by 2000 amp copper bus duct riser accessed via Riser Rooms located at each Floor. Fused disconnects are installed at each Riser Room, with Transformer and Distribution Panels serving each Tenant.

Distribution:

All wiring required for Tenant shall be installed per governing codes. All wiring shall be contained in conduit, no exposed wiring is acceptable. Reuse of any existing distribution panels, conduit, or wiring is strictly subject to the prior approval of Building Management. Calculations supporting loads, conductor capacity, and panel configurations may be required of the Tenant as a condition of reuse. New panels shall be located in accordance with Building Management requirements. Permanent phenalic tags shall be provided on panels. Typed breaker labels inside panels with circuits identical to approved electrical drawings shall also be provided. Transformers shall also be permanently identified per Building Management requirements.

Distribution Panels provided by Tenant shall have identified spares, in quantities agreed to by Building Management. All wiring for lighting shall be configured and located in dedicated panel for integration into BAS control.

Low Voltage:

Any existing cabling, not labeled and identified by Building Management to be reused, shall be removed as part of the improvements to Tenant Spaces. All new wiring shall be in accordance with governing codes and to be used in return air plenums and/or fire rated conditions (plenum fire rated cabling). Wiring shall be labeled with schedules provided to Building Management upon conclusion of work.

Light Fixtures:

A. Building standard light fixtures are: Lithonia Lighting Avante 2AVL 2x4 LED Direct/Indirect, color temperature to be 4000K and shall comply with the most current Title 24 requirements.

B. Under cabinet fluorescent lighting in break rooms.

Unless previously agreed to by Building Management, incandescent lighting shall not to be used in the building.

Any lighting master switches are to be installed at each entry door to the suite and are to be F.E. RFS0-7 remote Control Switch, otherwise all lighting shall be controlled by motion sensors (below list). Bypass opportunities shall be identified in approval plans and agreed to by Building Management. See previous note under Distribution for requirements to configure power wiring for lighting into dedicated panel for integration into BAS.

Motion Sensors:

1. Leviton Ceiling mount #ODCOS, ODC1O and ODC20.
2. Leviton Power Pack #ODP20-070.
3. Leviton 2 pole sensor SB-002-0DSOD-20A, to be used when ceiling mount sensors are not necessary.

Exit Lights/Emergency Lights

An adequate number of emergency lights to allow safe egress during a power outage shall be installed.

Prescolite Edge Lit lights (Evenlite EGACG Series, single face = EGACGlWBANAT) shall be installed unless otherwise agreed to by Building Management. Reuse of any existing lights shall not be allowed unless expressly agreed to by Building Management.

FIRE PROTECTION

The building is fully sprinklered with a supervised wet fire sprinkler and standpipe system utilizing steel piping. Existing piping shall remain. Any relocation of sprinkler heads shall be conducted under the close supervision and coordination with Building Management.

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Hard wired, supervised, smoke and heat detectors are installed. Any modification to these shall be coordinated with Building Management. Care and protection of these has been discussed in earlier section. Any new devices required shall be integrated into existing main FACP, using protocols and device numbering per Building Management. All costs to accomplish this work shall be borne by Tenant.

MILLWORK

A. Wilsonart or equal plastic laminate cabinets and counters with white melamine interiors. If Tenant chooses to upgrade countertops to Corian, Tenant shall pay for such upgrade.

ADDITIONAL INCLUSIONS:

A. Dedicated outlet for copier

B. Hold open for one side of the double door entry

EXCLUSIONS (Tenant Responsibilities):

Exclusions to the build out shall include, but shall not be limited to, the following items:

A. Telephone/computer cabling and equipment; cardkey and security systems.

B. Any and all free-standing furniture including reception desk, side tables appliances and lobby seating furniture.

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SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "**Second Amendment**") is made this 24th day of August, 2022 between **555 CAP PARTNERS, LP**, a Delaware limited partnership as successor-in-interest to **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership (**"Landlord")** and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization ("**Tenant").**

A. WHEREAS, Landlord and Tenant entered into a Lease dated June 11, 2021, as amended by the First Amendment to Lease dated June 26, 2021 (collectively, the "**Lease**") for those certain premises containing approximately **2,070** rentable square feet located at 555 Capitol Mall, Suite 1275, Sacramento, California (the "**Original Premises**") and expansion space containing approximately **1,804** rentable square feet described as Suite 735 of the Building (the "**Expansion Premises**"), as more fully described in the Lease. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Lease.

B. WHEREAS, Tenant has requested to expand to space containing approximately **2,534** rentable square feet described as Suite 725 of the Building (the "**Second Expansion Premises**"), as shown on the attached Exhibit A and that the Lease be appropriately amended and Landlord is willing to do the same on the following terms and conditions.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereby mutually agree as follows:

1. **SECOND EXPANSION PREMISES.** From and after the Second Expansion Premises Effective Date (defined below), the Premises, as defined in the Lease, shall be approximately **2,070** rentable square feet of space in Suite 1275, **1,804** rentable square feet in Suite 735 and **2,534** rentable square feet of space in Suite 725 of the Building, and from and after the Second Expansion Premises Effective Date, the Original Premises together with the Expansion Premises shall be deemed the "Premises", as defined in the Lease and as used herein. The Second Expansion Premises is subject to all the terms and condition of the Lease except as expressly modified herein and except that Tenant shall not be entitled to receive any allowances, abatements other financial concessions granted with respect to the Original Premises or Expansion Premises unless such concessions are expressly provided for herein with respect to the Second Expansion Premises.

2. **SECOND EXPANSION PREMISES EFFECTIVE DATE.** The **"Second Expansion Premises Effective Date"** shall be November 1, 2022, or upon Substantial Completion of the Tenant Improvements. Substantial Completion (defined below) of the Second Expansion Premises The "**Substantial Completion**" shall be defined as the point in time at which the Tenant Improvements specified for the Second Expansion Premises have been completed with the exception of minor punch list items such as touch-up painting and similar items that do not affect Tenant's ability to occupy, enjoy and fully utilize the Second Expansion Premises for the permitted use, as set forth in the Lease. The definition of Substantial Completion shall also define the terms "**Substantially Completed**" and "**Substantially Complete**." Landlord shall, as practicable, provide Tenant with fifteen (15) days prior notice of the date on which Landlord anticipates delivering the Second Expansion Premises to Tenant with the Tenant Improvements Substantially Completed.

3. **SECOND EXPANSION PREMISES TERM**. The term of the Lease for the Second Expansion Premises shall be coterminous with the Original Lease and the Lease Expiration Date for the Second Expansion Premises shall be September 30, 2027.

4. **BASE RENT:** Notwithstanding anything to the contrary contained in the Lease, effective as of the Second Expansion Premises Effective Date, Monthly Base Rent for the Second Expansion Premises only shall be as follows:

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Period	Monthly Base Rent per Rentable Square Foot	Total Monthly Base Rent for Second Expansion Premises
11/1/2022 – 12/31/22	$0.00	$0.00
1/1/2023 – 9/30/2023	$3.19	$8,083.46
10/1/2023 – 9/30/2024	$3.29	$8,336.86
10/1/2024 – 9/30/2025	$3.38	$8,564.92
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10/1/2026 – 9/30/2027	$3.59	$9,097.06

All such Monthly Base Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby.

So long as Tenant is not in default under the Lease, as amended hereby, Tenant shall be entitled to an abatement of Monthly Base Rent with respect to the Second Expansion Premises in the amount of $8,083.46 for the first two (2) months of the Second Expansion Premises Term. The maximum total amount of Monthly Base Rent abated with respect to the Second Expansion Premises in accordance with the foregoing shall equal $16,166.92 (the "**Abated Monthly Base Rent**"). If Tenant defaults under the Lease, as amended hereby, at any time during the Term and fails to cure such default within any applicable cure period under the Lease, then all Abated Monthly Base Rent shall immediately become due and payable.

5. **SECURITY DEPOSIT.** Landlord is currently holding a Security Deposit in the amount of $14,439.12. An additional $9,097.06 shall be due for the Second Expansion Premises upon execution of the Second Amendment. Tenant's Security Deposit for the entire Premises shall be $23,536.18.

6. **PARKING DENSITY.** Tenant shall be allotted an additional five (5) unreserved parking stalls, per the terms of Exhibit F in the Original Lease.

7. **TENANT IMPROVEMENTS.** Landlord, at Landlord's sole cost and expense, shall perform the following Tenant Improvements in the Second Expansion Premises as shown on Exhibit A. Tenant improvement shall be Turn-key as further defined in Exhibit B.

- Update HVAC to the current Building Standard system.
- Replace lights with Building Standard LED lighting.
- New Carpet, LVT, Millwork and Paint using Building Standard materials.
- Add Tenant name to suite sign and elevator lobby directory.
- Add or relocate up to six (6) electrical outlets with data drops.

8. **BASE YEAR.** Effective as of the Second Expansion Premises Effective Date, the Base Year for the Second Expansion Premises shall be 2023. The Base Year for the Original Premises and the Expansion Premises shall remain 2022.

9. **TENANT'S PROPORTIONATE SHARE.** Effective as of the Second Expansion Premises Effective Date, Tenant's Proportionate Share of the Building and Project for the Second Expansion Premises shall be 0.65%. Tenant's Proportionate Share of the Building and Project for the Original Premises and Expansion Premises shall remain 0.99%.

10. **RIGHT OF FIRST OFFER.** As of the date of execution of this Second Amendment, Paragraph 10 of the First Amendment shall be null and void. Tenant shall continue to have a Right of First Offer on Suite 1255, in the event the Suite becomes available Tenant shall have a one-time option to Terminate the Lease for Suite 725 and Lease Suite 1255 as long as Tenant is not in default.

Except as expressly modified above, all terms and conditions of the Lease remain in full force and effect and are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the parties hereto have entered into this Second Amendment as of the date first written above.

LANDLORD:

555 CAP PARTNERS, LP,
a Delaware limited partnership

By: 555 Partners GP, LLC, a California limited liability company, General Partner

By: Pac West Office Equities, LP, a California limited partnership, Sole Member

By: PW GP, LP, a California limited partnership, General Partner

By: PW Lead, LLC, a California limited liability company, General Partner

DocuSigned by:
By: Dan Corfee
BFA63A339EF54C6...
Daniel Corfee, Investment Committee Chair

8/27/2022

DocuSigned by:
By: [signature]
10FD451023FA45B...
Larry Allbaugh, Investment Committee Member

TENANT:

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,
a California nonprofit organization

[signature]
Murdock Smith, Executive Director

{2038-0058/00085051;}

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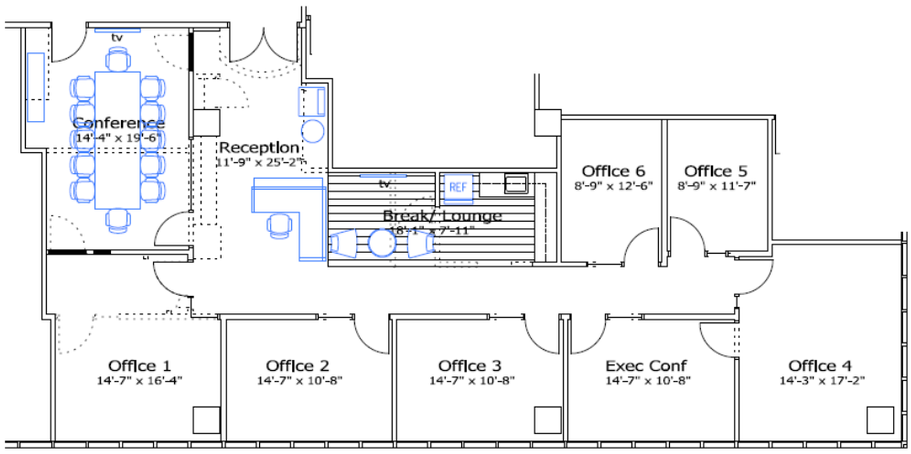
EXHIBIT A

SECOND EXPANSION PREMISES
SUITE 725

This Exhibit is attached to and made a part of the Lease by and between **555 CAP PARTNERS, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.



Highlands
555 Capitol Mall, Suite 725
Sacramento, California
Scheme B 2,534 rsf July 15, 2022
22179.H06

0 8 16

Nielsen & Associates Architects
1731 East Roseville Parkway
Roseville, CA 95661
(916) 781-0800

{2038-0058/00085051;}

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EXHIBIT B

LEASE IMPROVEMENT AGREEMENT

This Lease Improvement Agreement ("**Improvement Agreement**") sets forth the terms and conditions relating to construction of the initial tenant improvements described in the Plans referred to below (the "**Tenant Improvements**") in the Premises. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Lease (the "**Lease**") to which this Improvement Agreement is attached and forms a part.

1. Plans and Specifications.

1.1. Landlord shall construct the Tenant Improvements in the Premises pursuant to the **Space Plan dated July 15, 2022** (collectively, the "**Plans**"). Tenant shall make no changes or modifications to the Plans or submit any change orders without the prior written approval of Landlord.

1.2. Notwithstanding Landlord's review and approval of the Plans, Landlord shall have no responsibility or liability whatsoever for any errors or omissions contained in the Plans, or to verify dimensions or conditions, or for the quality, design or compliance with applicable Regulations of any improvements described therein or constructed in the Premises. Landlord shall assign to Tenant all warranties and guarantees by the contractor who constructs the Tenant Improvements relating to the Tenant Improvements, and Tenant hereby waives all claims against Landlord relating to, or arising out of the construction of, the Tenant Improvements.

2. Specifications for Standard Tenant Improvements.

2.1. Specifications and quantities of standard building components which will comprise and be used in the construction of the Tenant Improvements ("**Standards**") are set forth in **Schedule 1** to this **Exhibit** B. As used herein, "**Standards**" or "**Building Standards**" shall mean the standards for a particular item selected from time to time by Landlord for the Building, including those set forth on **Schedule 1** of this **Exhibit B**, or such other standards of equal or better quality as may be mutually agreed between Landlord and Tenant in writing.

2.2. No deviations from the Standards are permitted.

3. Construction of Tenant Improvements.

3.1. Promptly upon the execution of this Improvement Agreement, Landlord shall secure a building permit and commence construction of the Tenant Improvements provided that Tenant shall cooperate with Landlord in executing permit applications and performing other actions reasonably necessary to enable Landlord to obtain any required permits or certificates of occupancy. Landlord shall not be liable for any direct or indirect damages suffered by Tenant as a result of delays in construction beyond Landlord's reasonable control, including, but not limited to, delays due to strikes or unavailability of materials or labor, or delays caused by Tenant (including delays by the contractor or anyone else performing services on behalf of Landlord or Tenant).

3.2. If any work is to be performed on the Premises by Tenant or Tenant's contractor or agents:

(a) Such work shall proceed upon Landlord's written approval of Tenant's contractor, public liability and property damage insurance carried by Tenant's contractor, and detailed plans and specifications for such work shall be at Tenant's sole cost and expense, and shall further be subject to the provisions of Paragraphs 7.1 and 7.3 of the Lease.

(b) All work shall be done in conformity with a valid building permit when required, a copy of which shall be furnished to Landlord before such work is commenced, and in any case, all such work shall be performed in accordance with all applicable Regulations. Notwithstanding any failure by Landlord to object to any such work, Landlord shall have no responsibility for Tenant's failure to comply with all applicable Regulations.

(c) If required by Landlord or any lender of Landlord, all work by Tenant or Tenant's contractor or agents shall be done with union labor in accordance with all union labor agreements applicable to the trades being employed.

(d) All work by Tenant or Tenant's contractor or agents shall be scheduled through Landlord.

(e) Tenant or Tenant's contractor or agents shall arrange for necessary utility, hoisting and elevator service with Landlord's contractor and shall pay such reasonable charges for such services as may be charged by Tenant's or Landlord's contractor.

(f) Tenant's entry to the Premises for any purpose, including, without limitation, inspection or performance of Tenant construction by Tenant's agents, prior to the date Tenant's obligation to pay rent commences shall be subject to all the terms and conditions of the Lease except the payment of Rent. Tenant's entry shall mean entry by Tenant, its officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors.

(g) Tenant shall promptly reimburse Landlord upon demand for any reasonable expense actually incurred by the Landlord by reason of faulty work done by Tenant or its contractors or by reason of any delays caused by such work, or by reason of inadequate clean-up.

4. Completion and Rental Commencement Date.

4.1. Tenant's obligation to pay Rent under the Lease shall commence on the applicable date described in Paragraph 3 of the Lease. However:

(a) If Tenant delays in approving any matter requiring Tenant's approval within the time

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limits specified herein; or

(b) If the construction period is extended because Tenant requests any changes in construction or modifies the Plans or if the same do not comply with applicable Regulations; or

(c) If Landlord is otherwise delayed in the construction of the Tenant Improvements for any act or omission of or breach by Tenant or anyone performing services on behalf of Tenant or on account of any work performed on the Premises by Tenant or Tenant's contractors or agents,then the date described in Paragraph 2 of the Lease shall be deemed to be accelerated by the total number of days of Tenant delays described in (a) through (c) above (each, a "**Tenant Delay**"), calculated in accordance with the provisions of Paragraph 4.2 below.

4.2. If the Term of the Lease has not already commenced pursuant to the provisions of Paragraph 2 of the Lease and substantial completion of the Tenant Improvements has been delayed on account of any Tenant Delays, then upon actual substantial completion of the Tenant Improvements (as defined in Paragraph 2 of the Lease), Landlord shall notify Tenant in writing of the date substantial completion of the Tenant Improvements would have occurred but for such Tenant Delays, and such date shall thereafter be deemed to be the Term Commencement Date for all purposes under the Lease. Tenant shall pay to Landlord, within three (3) business days after receipt of such written notice (which notice shall include a summary of Tenant Delays), the per diem Base Rent times the number of days between the date the Term Commencement Date would have otherwise occurred but for the Tenant Delays (as determined by Landlord's contractor), and the date of actual substantial completion of the Tenant Improvements.

4.3. Promptly after substantial completion of the Tenant Improvements, Landlord shall give notice to Tenant and Tenant shall conduct an inspection of the Premises with a representative of Landlord and develop with such representative of Landlord a punchlist of items, if any, of the Tenant Improvements that are not complete or that require correction. Upon receipt of such punchlist, Landlord shall proceed diligently to remedy such items at Landlord's cost and expense provided such items are part of the Tenant Improvements to be constructed by Landlord hereunder and are otherwise consistent with Landlord's obligations under this Improvement Agreement (with any dispute between Landlord and Tenant pertaining thereto to be resolved by Landlord's architect or general contractor). Substantial completion shall occur notwithstanding delivery of any such punchlist.

4.4. A default under this Improvement Agreement shall constitute a default under the Lease, and the parties shall be entitled to all rights and remedies under the Lease in the event of a default hereunder by the other party (notwithstanding that the Term thereof has not commenced).

Without limiting the "as-is" provisions of the Lease, except for the Tenant Improvements to be constructed by Landlord pursuant to this Improvement Agreement, Tenant accepts the Premises in its "as-is" condition and acknowledges that it has had an opportunity to inspect the Premises prior to signing the Lease

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SCHEDULE 1
TO EXHIBIT B

BUILDING STANDARDS

WALL CONSTRUCTION

A. **Interior Partition Walls:** Standard partition walls consist of 2 1/2" -20 gauge metal studs 24" on center with 5/8" thick gypsum board. Walls shall be constructed to meet ceiling grid.

B. **Demising Walls (Tenant to Tenant) and Walls of Conference Room:** Standard partition walls consist of 3 5/8" - 20 gauge metal studs 24" on center with 5/8" thick gypsum board. Walls shall be constructed 6" above ceiling grid and insulated.

C. **Suite to Corridor Walls:** Walls are to be constructed of 3 5/8" 20 gauge metal studs, fire rated as required per code, with a one layer of Type X gypsum board on each side of the studs. Insulation shall be included. Tunnel construction techniques are to be used. Wall heights typical 8'-6" A.F.F. Drywall shall not extend beyond 9'-0" A.F.F. without the written consent of Building Management.

D. **Plenum:** Under no circumstances shall wood or any other non-fire rated material be allowed in the plenum. Encapsulating the material is not acceptable. Any such existing material must be removed. If tenant's plans include such materials and these materials are not identified with the approval plans submitted to Building Management, it does not nullify this policy and the tenant will not be allowed to install the non-conforming material. There are no exceptions to this policy.

E. **Wall and Ceiling texture:** All walls and ceilings shall be taped smooth and are to receive a finish level to match existing. Tenant is allowed to upgrade to a level 5 at their own expense. No specialty wall finishes such as plaster, brick or murals shall be done without Building Management's approval, and shall be at the tenant's expense.

DOORS & INTERIORS

A. Main Tenant Entry Doors: All tenant entry doors shall be solid core cherry, one hour rated typical size 8'-4", except for 15th floor which are typically 8'-11". Sidelights may be installed upon review and acceptance of Building Management. Glass to be full height and meet all fire and use codes. Wire glass will not be permitted.

B. Any new interior doors shall match existing. Expanded sidelites at offices and conference room shall be frames in AAF. Conference room glass to be butt joint.

FRAMES

A. Door Frames shall be either 1 ½" or 2" (depending upon location) AAF or AFI dark bronze frames or equal and meet all applicable code requirements.

HARDWARE

A. All hardware used in applications of common corridors (suite entry and exits) shall be Schlage L90XX Mortise lock, finish: oil rubbed bronze, and shall meet all applicable code and access requirements.

B. All interior suite door hardware to be passage and match existing.

C. If interior locks are required (this is above building standard), they shall be ND Series Lever "Sparta", design 17.

D. All doors in fire rated corridors shall include required hardware for code and access requirements, including closures and smoke seals.

E. All locking hardware shall be equipped with Schlage "E" keyway and "O" bitted.

CEILING SYSTEMS

A. Existing ceiling tile shall remain and damaged tiles will be replaced as necessary.

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WINDOW COVERINGS

A. The building standard shades are the following specifications:

1. MechoShade brand
2. Manual Rollers
3. M5 clutch
4. Color: Euroveil 6013- Bronze shade fabric
5. Continuous 36” Black Fascia
6. Black Steel Chain

B. No window coverings are provided for interior offices or corridors.

WINDOW FILM

A. Brand: Llumar, Product: R-35 SR CDF, Color: Silver.

FLOORING

A. Broadloom - Shaw Contract Group, Style Names/Numbers: Stitch 5A075 and Stitch Grid 5A076, 34 oz/sq yd.

B. Carpet Tile - Shaw Contract Group, Style Names/Numbers: No Rules Collection, Direction 5T071, Reverse 5T069 or Shape 5T070.

C. Vinyl Luxury Tile – Shaw Hard Surface, Uncommon Ground 4 0187V or 6 0188V (workrooms/breakrooms) shall be installed in Work/Break room.

WALL BASE

A. Building Standards for base are Burke (4”) rubber base in soft surface areas and 4" coved base in all hard surface areas.

PAINT

A. No VOC or low VOC paints. The paint shall be a premium grade paint produced by Sherman Williams or equivalent. Building Management shall approve any proposed equals ahead of time.

B. New surfaces shall receive (1) one coat of primer and a minimum of (2) coats of interior eggshell paint. Tenant may choose up to three (3) paint colors.

C. All paints shall be applied by roller method. No spray painting is allowed. Ceilings and other appropriate areas are to be cut in with a brush.

D. The finishing of doors, cabinets, moulding and millwork or any other items similar shall be done off site. No finishing using odor causing materials can be done on site.

E. All paint and or primer is to be strained, on site, immediately prior to use.

F. The back of the window line of building columns are to be painted to match interior colors.

G. The window line ceiling soffit is to be painted acoustic white only.

HVAC

A. The HVAC shall be zoned to provide typical service for an office building (i.e., approximately one zone per 800 usable square feet).

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B. The HVAC within the Premises shall be air balanced upon completion of the tenant improvements.

ELECTRICAL

A. Each new office shall be equipped with one standard duplex 110 volt outlet, one standard fourplex 110 volt outlet, and one data cut-in with pull string.

Service and Metering:

Service enters the building below grade into the main electrical room. Power consists of a 4000 amp 277/480 volt 3 phase 4 wire service. Each Tower (East & West) is then served by 2000 amp copper bus duct riser accessed via Riser Rooms located at each Floor. Fused disconnects are installed at each Riser Room, with Transformer and Distribution Panels serving each Tenant.

Distribution:

All wiring required for Tenant shall be installed per governing codes. All wiring shall be contained in conduit, no exposed wiring is acceptable. Reuse of any existing distribution panels, conduit, or wiring is strictly subject to the prior approval of Building Management. Calculations supporting loads, conductor capacity, and panel configurations may be required of the Tenant as a condition of reuse. New panels shall be located in accordance with Building Management requirements. Permanent phenalic tags shall be provided on panels. Typed breaker labels inside panels with circuits identical to approved electrical drawings shall also be provided. Transformers shall also be permanently identified per Building Management requirements.

Distribution Panels provided by Tenant shall have identified spares, in quantities agreed to by Building Management. All wiring for lighting shall be configured and located in dedicated panel for integration into BAS control.

Low Voltage:

Any existing cabling, not labeled and identified by Building Management to be reused, shall be removed as part of the improvements to Tenant Spaces. All new wiring shall be in accordance with governing codes and to be used in return air plenums and/or fire rated conditions (plenum fire rated cabling). Wiring shall be labeled with schedules provided to Building Management upon conclusion of work.

Light Fixtures:

A. Building standard light fixtures are: Lithonia Lighting Avante 2AVL 2x4 LED Direct/Indirect, color temperature to be 4000K and shall comply with the most current Title 24 requirements.

B. Under cabinet fluorescent lighting in break rooms.

Unless previously agreed to by Building Management, incandescent lighting shall not to be used in the building.

Any lighting master switches are to be installed at each entry door to the suite and are to be F.E. RFS0-7 remote Control Switch, otherwise all lighting shall be controlled by motion sensors (below list). Bypass opportunities shall be identified in approval plans and agreed to by Building Management. See previous note under Distribution for requirements to configure power wiring for lighting into dedicated panel for integration into BAS.

Motion Sensors:

1. Leviton Ceiling mount #ODCOS, ODC1O and ODC20.
2. Leviton Power Pack #ODP20-070.
3. Leviton 2 pole sensor SB-002-0DSOD-20A, to be used when ceiling mount sensors are not necessary.

Exit Lights/Emergency Lights

An adequate number of emergency lights to allow safe egress during a power outage shall be installed.

Prescolite Edge Lit lights (Evenlite EGACG Series, single face = EGACGlWBANAT) shall be installed unless otherwise agreed to by Building Management. Reuse of any existing lights shall not be allowed unless expressly agreed to by Building Management.

FIRE PROTECTION

The building is fully sprinklered with a supervised wet fire sprinkler and standpipe system utilizing steel piping. Existing piping shall remain. Any relocation of sprinkler heads shall be conducted under the close supervision and coordination with Building Management.

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Hard wired, supervised, smoke and heat detectors are installed. Any modification to these shall be coordinated with Building Management. Care and protection of these has been discussed in earlier section. Any new devices required shall be integrated into existing main FACP, using protocols and device numbering per Building Management. All costs to accomplish this work shall be borne by Tenant.

MILLWORK

A. Wilsonart or equal plastic laminate cabinets and counters with white melamine interiors. If Tenant chooses to upgrade countertops to Corian, Tenant shall pay for such upgrade.

ADDITIONAL INCLUSIONS:

A. Dedicated outlet for copier

B. Hold open for one side of the double door entry

EXCLUSIONS (Tenant Responsibilities):

Exclusions to the build out shall include, but shall not be limited to, the following items:

A. Telephone/computer cabling and equipment; cardkey and security systems.

B. Any and all free-standing furniture including reception desk, side tables appliances and lobby seating furniture.

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RUBICON
PROPERTY MANAGEMENT

December 19, 2023

Highlands Community Charter & Tech
Murdoc Smith
1333 Grand Avenue
Sacramento, CA 95838

Re: 2024 Estimated Operating Expenses
555 Capitol Mall Suite 735, Sacramento CA

Dear Tenant:

We recently completed the 2024 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2024 are effective as of January 1, 2024. Based on the attached schedule, please remit the following:

- 2024 Estimated Operating Expenses due monthly **in addition to your Base Rent** beginning January 2024: **$160.90**

Your Base Year is 2022. In the spring of 2024, we will prepare the reconciliation of the 2023 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to contact our office should you have any questions, (916) 444-2000.

Sincerely,

Erin Keema
Project Director

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555 Capitol Mall
Sacramento, CA
2024 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 735	Jan - Dec 24
Expense	
Elevator	$ 55,660.00
HVAC	$ 117,411.00
* Janitorial	$ 710,813.33
Repairs & Maintenance	$ 834,712.85
Security	$ 413,261.00
Taxes & Insurance	$ 1,689,907.29
* Utilities	$ 1,221,070.54
* Property Management Fee	$ 676,192.98
Administration	$ 497,038.60
Total Expense	$ 6,216,067.59
Base Year 2022	$ 5,796,327.20
Increase in Expense over Base Year	$ 419,740.39
Prorata Share: 0.46%	
Total Monthly Amount Due	**$ 160.90**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

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FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**First Amendment**") is made this 26 day of June, 2021 between **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership, **("Landlord")** and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS, a California nonprofit organization ("Tenant").**

A. **WHEREAS**, Landlord and Tenant entered into a Lease dated June 11, 2021, (the "**Lease**") for those certain premises containing approximately **2,070** rentable square feet located at 555 Capitol Mall, Suite 1275, Sacramento, California (the "**Original Premises**"), as more fully described in the Lease. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Lease.

B. **WHEREAS,** Tenant has requested to expand to space containing approximately **1,804** rentable square feet described as Suite 735 of the Building (the "**Expansion Premises**"), as shown on the attached Exhibit A and that the Lease be appropriately amended and Landlord is willing to do the same on the following terms and conditions.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereby mutually agree as follows:

1. **EXPANSION PREMISES.** From and after the Expansion Effective Date (defined below), the Premises, as defined in the Lease, shall be approximately **3,874** rentable square feet consisting of **2,070** rentable square feet of space on the 12th floor and **1,804** rentable square feet on the 7th floor of the Building, and from and after the Expansion Premises Effective Date, the Original Premises together with the Expansion Premises shall be deemed the "Premises", as defined in the Lease and as used herein. The Expansion Premises is subject to all the terms and condition of the Lease except as expressly modified herein and except that Tenant shall not be entitled to receive any allowances, abatements other financial concessions granted with respect to the Original Premises unless such concessions are expressly provided for herein with respect to the Expansion Premises.

2. **EXPANSION PREMISES EFFECTIVE DATE.** The "**Expansion Premises Effective Date**" shall be July 1, 2021.

3. **EXPANSION TERM.** The term of the Lease for the Expansion Premises shall be the same as the Lease and the Lease Expiration Date for the entire Premises shall be September 30, 2027.

4. **BASE RENT:** Notwithstanding anything to the contrary contained in the Lease, effective as of the Expansion Premises Effective Date, Monthly Base Rent for the Expansion Premises only shall be as follows:

Period	Monthly Base Rent per Rentable Square Foot	Total Monthly Base Rent for Expansion Premises
7/1/2021 – 9/30/2022	$3.10	$5,592.40
10/1/2022 – 9/30/2023	$3.19	$5,754.76
10/1/2023 – 9/30/2024	$3.29	$5,935.16
10/1/2024 – 9/30/2025	$3.39	$6,115.56
10/1/2025 – 9/30/2026	$3.49	$6,295.96
10/1/2026 – 9/30/2027	$3.59	$6,476.36

All such Monthly Base Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby. So long as Tenant is not in default under the Lease, as amended hereby, Tenant shall be entitled to an abatement of Monthly Base Rent with respect to the Expansion Premises in the amount of $5,592.40 per month for the period from July 1, 2021 through September 30, 2021. The maximum total amount of Monthly Base Rent abated with respect to the Premises in accordance with the foregoing shall

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equal $16,777.20 (the "Abated Monthly Base Rent"). If Tenant defaults under the Lease, as amended hereby, at any time during the Expansion Term and fails to cure such default within any applicable cure period under the Lease, then all Abated Monthly Base Rent shall immediately become due and payable. Only Monthly Base Rent shall be abated pursuant to this paragraph, as more particularly described herein, and Tenant's proportionate share of Operating Costs and all other rent and other costs and charges specified in the Lease, as amended hereby, shall remain as due and payable pursuant to the provisions of the Lease, as amended hereby.

5. **EXPANSION PREMISES SECURITY DEPOSIT.** A Security Deposit of $7,866.00 is due for the Original Premises. Tenant's Security Deposit shall be increased by an additional $6,483.12, which shall be due upon execution of this First Amendment.

6. **PARKING DENSITY.** Tenant shall be allotted an additional three (3) unreserved parking stalls, per the terms of Exhibit F in the Lease.

7. **TENANT IMPROVEMENTS.** Landlord, at Landlord's sole cost and expense, shall perform the following Tenant Improvements in the Expansion Premises. The cost of such Tenant Improvements shall not to exceed ten thousand dollars ($10,000.00):

- Build a Conference Room per the attached Exhibit A using Building Standard Finishes. Landlord shall use best efforts to construct the Conference Room within nine (9) months of the Expansion Premises Effective Date.
- Add backing to the wall if needed, electrical and data location to Conference Room for a TV.
- Add or relocate up to three (3) electrical/data locations.
- Paint up to three (3) colors using Building Standard paint.
- Remove phone board in Breakroom and paint wall.
- Clean carpets.

8. **BASE YEAR.** Effective as of the Expansion Premises Effective Date, the Base Year for the Expansion Premises shall be 2022.

9. **TENANT'S PROPORTIONATE SHARE.** Effective as of the Expansion Premises Effective Date, Tenant's Proportionate Share of the Building and Project for the Expansion Premises shall be 0.46%. Tenant's Proportionate Share of the Building and Project for the Original Premises shall remain 0.53%.

10. **RIGHT OF FIRST OFFER.** Following Landlord's first leasing of the Offer Space (as defined below) after the Commencement Date of the Lease, Tenant shall have a one-time right of first offer (the "**Offer Right**") with respect to the approximately **1,608** rentable square feet of the Building which is located adjacent to the Original Premises and shown on the demising plan attached hereto as **Exhibit B** (the "**Offer Space**"). Tenant's Offer Right shall be exercised as follows: at any time after Landlord has determined that the Offer Space has become Available (defined below), but prior to leasing the Offer Space to a party other than the existing tenant thereto, Landlord shall advise Tenant (the "**Advice**") of the terms under which Landlord is prepared to lease the Offer Space to Tenant. For purposes hereof, the Offer Space shall be deemed to become "Available" if, following Landlord's first leasing of the Offer Space following the date of this First Amendment, Landlord determines that the existing tenant of such Offer Space will not extend or renew the term of its lease, or enter into a new lease for the Offer Space and Landlord intends to offer the Offer Space for lease to the public. Tenant may lease the Offer Space in its entirety only, under the terms set forth in the Advice, by delivering written notice of exercise to Landlord (the "**Notice of Exercise**") within five (5) days after the date of the Advice, except that Tenant shall have no such Offer Right and Landlord need not provide Tenant with an Advice with respect to the Offer Space, if:

Tenant is in default under this Lease at the time that Landlord would otherwise deliver the Advice; or

a.) the Premises, or any portion thereof, is sublet at the time Landlord would otherwise deliver the Advice; or

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b.) this Lease has been assigned prior to the date Landlord would otherwise deliver the Advice; or

c.) Tenant is not occupying the Premises on the date Landlord would otherwise deliver the Advice; or

d.) the Offer Space is not intended for the exclusive use of Tenant during the Term; or

e.) the existing tenant in the Offer Space is interested in extending or renewing its lease for the Offer Space or entering into a new lease for the Offer Space.

The term for the Offer Space shall commence upon the commencement date stated in the Advice and thereupon such Offer Space shall be considered a part of the Premises, provided that all of the terms stated in the Advice, including the termination date set forth in the Advice, shall govern Tenant's leasing of the Offer Space and only to the extent that they do not conflict with the Advice, the terms and conditions of this Lease shall apply to the Offer Space. Tenant shall pay Monthly Installment of Rent, Tenant's Proportionate Share of Expenses and Taxes and any other additional rent for the Offer Space in accordance with the terms and conditions of the Advice.

The Offer Space (including improvements and personality, if any) shall be accepted by Tenant in its condition and as-built configuration existing on the earlier of the date Tenant takes possession of the Offer Space or the date the term for such Offer Space commences, unless the Advice specifies work to be performed by Landlord in the Offer Space, in which case Landlord shall perform such work in the Offer Space. If Landlord is delayed delivering possession of the Offer Space due to the holdover or unlawful possession of such space by any party, Landlord shall use reasonable efforts to obtain possession of such space, and the commencement of the term for the Offer Space shall be postponed until the date Landlord delivers possession of the Offer Space to Tenant free from occupancy by any party.

The rights of Tenant hereunder with respect to the Offer Space shall terminate on the earlier to occur of: (i) twelve (12) months prior to the Termination Date; (ii) Tenant's failure to exercise its Offer Right within the five (5) business days from receiving written notice from Landlord of the availability; and (iii) the date Landlord would have provided Tenant the Advice if Tenant had not been in violation of one or more of the conditions set forth herein.

If Tenant exercises its Offer Right, Landlord shall prepare an amendment (the "**Offer Space Amendment**") adding the Offer Space to the Premises on the terms set forth in the Advice and reflecting the changes in the Monthly Installment of Rent, rentable square footage of the Premises, Tenant's Proportionate Share and other appropriate terms. A copy of the Offer Space Amendment shall be sent to Tenant within a reasonable time after Landlord's receipt of the Notice of Exercise executed by Tenant, and Tenant shall execute and return the Offer Space Amendment to Landlord within fifteen (15) days thereafter, but an otherwise valid exercise of the Offer Right shall be fully effective whether or not the Offer Space Amendment is executed.

If Tenant exercises its Offer Right, and provides a fully executed Offer Space Amendment for the Offer Space, at Tenant's election, the Lease as it related to Suite 735 only may be terminated effective on the Commencement Date of the Offer Space.

Notwithstanding anything herein to the contrary, Tenant's Offer Right is subject and subordinate to the expansion rights (whether such rights are designated as a right of first offer, right of first refusal, expansion option or otherwise) of any tenant of the Building existing on the date hereof.

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Except as expressly modified above, all terms and conditions of the Lease remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the date first written above.

LANDLORD:

PAC WEST OFFICE EQUITIES, LP,
a California limited partnership

By: PW GP, LP, a California limited partnership,
its General Partner

By: PW Lead, LLC, a California limited liability company,
its General Partner

By: DocuSigned by: Dan Corfee BFA83A339EF54C8...
Daniel Corfee, Investment Committee Chair

By: DocuSigned by: 19FD451923FA458...
Larry Allbaugh, Investment
Committee Member

TENANT:

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,
a California nonprofit organization

EX DIR
Murdock Smith, Executive Director

{2038-0058/00085051;}

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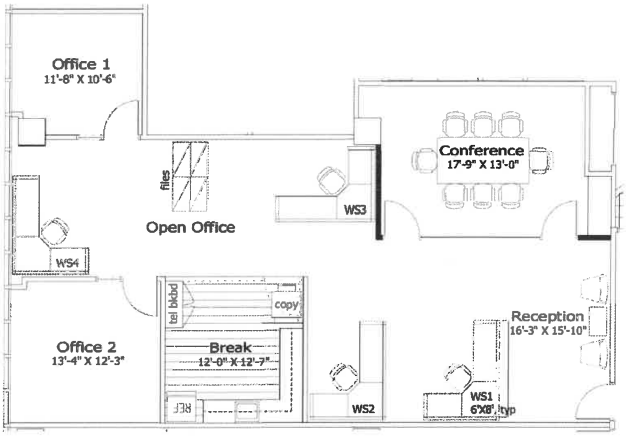
EXHIBIT "A"

EXPANSION PREMISES



Spec Suite 735

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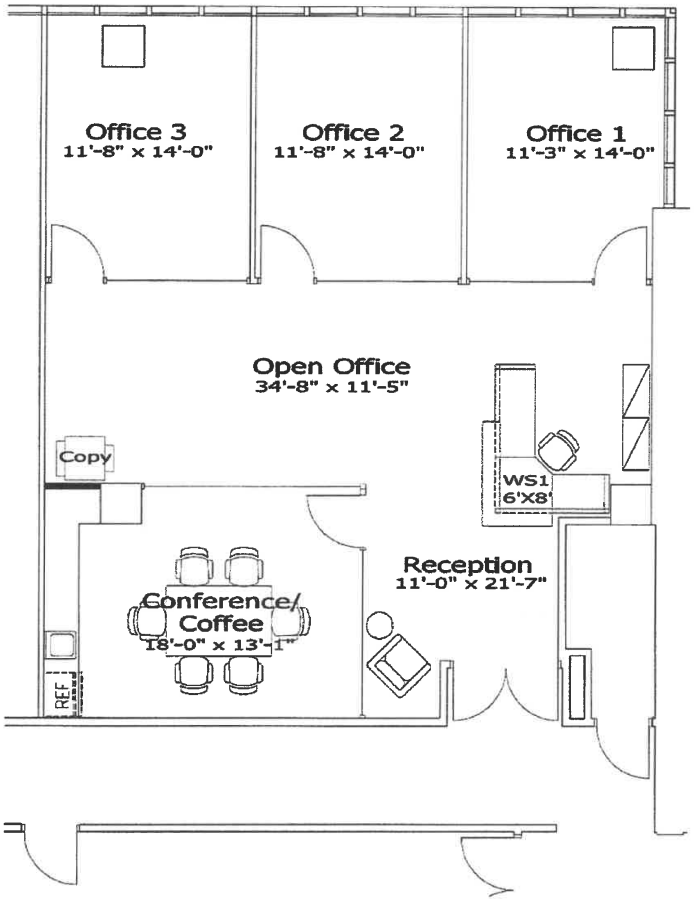
EXHIBIT "B"

OFFER SPACE
(SUITE 1255)



{2038-0058/00085051;}

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Certificate Of Completion

Envelope Id: 343800A6A1604E0D89511988CC2F9A59
Status: Completed
Subject: Please DocuSign: HCCTS First Amendment partially executed.pdf, Copy of HCCTS - WORKFLOW - First...
Source Envelope:
Document Pages: 7
Signatures: 2
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kevin Poage
555 Capitol Mall Ste 900
Sacramento, CA 95814-4606
kevinpoage@buzzoates.com
IP Address: 66.60.139.2

Record Tracking

Status: Original
6/25/2021 9:49:14 AM
Holder: Kevin Poage
kevinpoage@buzzoates.com
Location: DocuSign

Signer Events	Signature	Timestamp
Chris Blees Chrisblees@buzzoates.com Asset Manager Security Level: Email, Account Authentication (None)	DS CB Signature Adoption: Pre-selected Style Using IP Address: 66.60.139.2	Sent: 6/25/2021 9:51:26 AM Viewed: 6/25/2021 9:56:55 AM Signed: 6/25/2021 9:56:58 AM
Electronic Record and Signature Disclosure: Accepted: 6/25/2021 9:56:55 AM ID: a07d3412-1b89-4646-8fe8-f5e75991c318		
Amy Lerseth amylerseth@buzzoates.com Executive Vice President Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 73.93.80.21	Sent: 6/25/2021 9:57:00 AM Viewed: 6/25/2021 10:07:27 AM Signed: 6/25/2021 10:07:57 AM
Electronic Record and Signature Disclosure: Accepted: 7/2/2019 1:28:21 PM ID: c6cd0975-7823-4425-85cf-ead1e59f0355		
Dan Corfee dcorfee@prefcap.com Managing Member Security Level: Email, Account Authentication (None)	DocuSigned by: Dan Corfee BFA63A339EF54C6... Signature Adoption: Pre-selected Style Using IP Address: 96.92.127.194	Sent: 6/25/2021 10:07:58 AM Viewed: 6/25/2021 3:07:29 PM Signed: 6/25/2021 3:08:54 PM
Electronic Record and Signature Disclosure: Accepted: 6/25/2021 3:07:29 PM ID: 5b5d0076-cabc-42d3-b358-7fc83acf6246		
Larry Allbaugh larryallbaugh@buzzoates.com Investment Member Security Level: Email, Account Authentication (None)	DocuSigned by: 10FD451923FA45B... Signature Adoption: Drawn on Device Using IP Address: 99.116.21.104 Signed using mobile	Sent: 6/25/2021 10:07:59 AM Viewed: 6/26/2021 6:23:13 AM Signed: 6/26/2021 6:24:28 AM
Electronic Record and Signature Disclosure: Accepted: 6/26/2021 6:23:13 AM ID: b26bb7bf-5fda-42f5-87cb-c208eb47480d		

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	6/25/2021 9:51:26 AM
Certified Delivered	Security Checked	6/26/2021 6:23:13 AM
Signing Complete	Security Checked	6/26/2021 6:24:28 AM
Completed	Security Checked	6/26/2021 6:24:28 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

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Electronic Record and Signature Disclosure created on: 7/1/2019 4:31:26 PM
Parties agreed to: Chris Blees, Amy Lerseth, Dan Corfee, Larry Allbaugh

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Buzz Oates Construction Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Buzz Oates Construction Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: courtneyoates@buzzoates.com

To advise Buzz Oates Construction Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at courtneyoates@buzzoates.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Buzz Oates Construction Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to courtneyoates@buzzoates.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Buzz Oates Construction Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to courtneyoates@buzzoates.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Buzz Oates Construction Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Buzz Oates Construction Inc during the course of your relationship with Buzz Oates Construction Inc.

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RUBICON
PROPERTY MANAGEMENT

December 19, 2023

Highlands Community Charter & Tech
Murdoc Smith
1333 Grand Avenue
Sacramento, CA 95838

Re: 2024 Estimated Operating Expenses
555 Capitol Mall Suite 1275, Sacramento CA

Dear Tenant:

We recently completed the 2024 Operating Budget for your leased Premises at 555 Capitol Mall. Your monthly Estimated Operating Expenses for 2024 are effective as of January 1, 2024. Based on the attached schedule, please remit the following:

- 2024 Estimated Operating Expenses due monthly **in addition to your Base Rent** beginning January 2024: **$185.39**

Your Base Year is 2022. In the spring of 2024, we will prepare the reconciliation of the 2023 actual Operating Expenses and will provide you with a statement of actual expenses.

Please feel free to contact our office should you have any questions, (916) 444-2000.

Sincerely,

Erin Keema
Project Director

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555 Capitol Mall
Sacramento, CA
2024 Operating Expense Estimate

Highlands Community Charter & Tech, Suite 1275	Jan - Dec 24
Expense	
Elevator	$ 55,660.00
HVAC	$ 117,411.00
* Janitorial	$ 710,813.33
Repairs & Maintenance	$ 834,712.85
Security	$ 413,261.00
Taxes & Insurance	$ 1,689,907.29
* Utilities	$ 1,221,070.54
* Property Management Fee	$ 676,192.98
Administration	$ 497,038.60
Total Expense	$ 6,216,067.59
Base Year 2022	$ 5,796,327.20
Increase in Expense over Base Year	$ 419,740.39
Prorata Share: 0.53%	
Total Monthly Amount Due	**$ 185.39**

* Grossed-up to 95%
May vary by up to $1.00 due to rounding

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OFFICE LEASE

THIS OFFICE LEASE ("**Lease**") is made **PAC WEST OFFICE EQUITIES, LP**, a California limited partnership ("**Landlord**"), and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS, a California nonprofit organization,** ("**Tenant**"), as of June 11, 2021 (the "**date of this Lease**").

BASIC LEASE INFORMATION

PROJECT: 555 Capitol Mall

BUILDING: 555 Capitol Mall, Sacramento, California

DESCRIPTION OF PREMISES: Suite: 1275 (the Premises is outlined on **Exhibit B**)

RENTABLE AREA OF PREMISES: approximately 2,070 rentable square feet

PERMITTED USE: OFFICE

SCHEDULED TERM COMMENCEMENT DATE: July 1, 2021

SCHEDULED INITIAL TERM: Seventy-five (75) months **SCHEDULED EXPIRATION DATE:** September 30, 2027

BASE RENT:

(a) Initial Annual Base Rent $81,468.00

(b) Initial Monthly Installment of Base Rent: $6,789.00

(c) Subject to increase pursuant to Paragraph 3.1(b) and abatement pursuant to Paragraph 3.1(d) as follows:

Months 1 – 15:	$6,789.00 per month.	July 2021 - September 2022
Months 16 – 27:	$6,992.67 per month.	October 2022 - September 2023
Months 28 – 39:	$7,202.45 per month.	October 2023 - September 2024
Months 40 – 51:	$7,418.52 per month.	October 2024 - September 2025
Months 52 – 63:	$7,641.08 per month.	October 2025 - September 2026
Months 64 – 75:	$7,866.00 per month.	October 2026 - September 2027

SECURITY DEPOSIT: $7,866.00, due upon Lease execution.

BASE YEAR FOR OPERATING EXPENSES: Calendar Year 2022

TENANT'S PROPORTIONATE SHARE OF BUILDING: 0.53% **OF PROJECT:** 0.53%

PARKING DENSITY: 1.8 spaces per 1,000 rentable square feet of the Premises. Tenant may lease up to four (4) Unreserved parking stalls, at then current monthly parking rates as follows and subject to the Rules & Regulations, see Exhibit F: Unreserved - $215;

OCCUPANCY DENSITY: **4** persons per 1,000 rentable square feet of the Premises

TENANT CONTACT: Name: Murdock Smith
Telephone Number: (916)844-2283
Email: Murdock.smith@hccts

ADDRESSES FOR NOTICES:

To: Tenant - HCCTS
1333 Grand Avenue
Sacramento, CA 95838

To: Landlord – Pac West Office Equities
555 Capitol Mall, Suite 130
Sacramento, CA 95814
Attn: Rubicon Property Management

TENANT'S BILLING ADDRESS: 1333 Grand Avenue, Sacramento, CA 95838 and ap@hccts.org

LANDLORD'S REMITTANCE ADDRESS: Pac West Office Equities, LP, c/o Rubicon Property Management, 620 Coolidge Drive, Suite 160, Folsom, CA 95630

[signatures on following page]

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IN WITNESS WHEREOF, the parties hereto have executed this Lease, consisting of the foregoing Basic Lease Information, the following Standard Lease Provisions consisting of **Paragraphs 1 through 21.14** (the "**Standard Lease Provisions**") and **Exhibits A, B, C, D, E and F**, all of which are incorporated herein by this reference (collectively, this "**Lease**"). In the event of any conflict between the provisions of the Basic Lease Information and the provisions of the Standard Lease Provisions, the Standard Lease Provisions shall control.

"Landlord"

PAC WEST OFFICE EQUITIES, LP,
a California limited partnership

By: PW GP, LP,
a California limited partnership,
its General Partner

By: PW Lead, LLC,
a California limited liability company,
its General Partner

By: DocuSigned by: Dan Corfee
Daniel Corfee, Investment Committee Chair

By: DocuSigned by:
Larry Allbaugh, Investment Committee Member

"Tenant"

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS, a California nonprofit organization

By: _____
Murdock Smith, Executive Director

DocuSign Envelope ID: D7F80B12-9935-4651-8A75-229E10572000

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STANDARD LEASE PROVISIONS

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, those certain premises (the "**Premises**") described in the Basic Lease Information and as outlined on the floor plan attached hereto as **Exhibit B**. The parties agree that for all purposes hereunder the Premises shall be stipulated to contain the number of square feet of rentable area described in the Basic Lease Information. The Premises are located in that certain office building (the "**Building**") whose street address is as shown in the Basic Lease Information. The Building is located on that certain land which is also improved with landscaping, parking facilities and other improvements and appurtenances. Such land, together with all such improvements and appurtenances and the Building, are all or part of a project which may consist of more than one building and additional facilities, as described in the Basic Lease Information (collectively referred to herein as the "**Project**"). However, Landlord reserves the right to make such changes, additions and/or deletions to such land, the Building and the Project and/or the common areas and parking or other facilities thereof as it shall determine from time to time.

2. **Term**.

(a) Unless earlier terminated in accordance with the provisions hereof, the term of this Lease (the "**Term**") shall be as set forth in the Basic Lease Information; provided, however, in the event the Term Commencement Date (defined below) occurs on a date other than the first day of a calendar month, there shall be added to the Term the partial month ("**Partial Lease Month**") from the Term Commencement Date to (but not including) the first day of the calendar month following the Term Commencement Date.

(b) Subject to the provisions of this Paragraph 2, the Term shall commence on the date (the "**Term Commencement Date**") which is the earlier of the date Landlord delivers the Premises to Tenant or the date Tenant takes possession or commences use of any portion of the Premises for any business purpose (including moving in). If this Lease contemplates the construction of tenant improvements in the Premises by Landlord, Landlord shall be deemed to have delivered the Premises to Tenant on the date determined by Landlord's space planner to be the date of substantial completion of the work to be performed by Landlord (as described in the Improvement Agreement, if any, attached hereto as **Exhibit C**) (the **"Improvement Agreement"**). Notwithstanding the foregoing, in the event that Landlord is delayed in delivering the Premises by reason of any act or omission of Tenant, the Term Commencement Date shall be (unless Tenant takes possession or commences use of the Premises prior thereto) the date the Premises would have been delivered by Landlord had such Tenant caused delay(s) not occurred. This Lease shall be a binding contractual obligation effective upon execution hereof by Landlord and Tenant, notwithstanding the later commencement of the Term. Tenant acknowledges that Tenant has inspected and accepts the Premises in their present condition, "as is", except for tenant improvements (if any) to be constructed by Landlord in the Premises pursuant to the Improvement Agreement, if any.

(c) In the event the Term Commencement Date is delayed or otherwise does not occur on the Scheduled Term Commencement Date specified in the Basic Lease Information, this Lease shall not be void or voidable, the Term shall not be extended (except as provided in Paragraph 2(a)), and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom; provided that Tenant shall not be liable for any Rent (defined below) for any period prior to the Term Commencement Date except as may otherwise be provided in this Lease. Landlord may deliver to Tenant Landlord's standard form "**Start-Up Letter**" for Tenant's acknowledgment and confirmation of the Term Commencement Date. Tenant shall execute and deliver such Start-Up Letter to Landlord within five (5) days after receipt thereof, but Tenant's failure or refusal to do so shall not negate Tenant's acceptance of the Premises or affect determination of the Term Commencement Date.

3. **Rent and Operating Expenses.**

3.1 **Base Rent**

(a) Subject to the provisions of this Paragraph 3.1, Tenant agrees to pay during the Term as Base Rent for the Premises the sums specified in the Basic Lease Information (as increased from time to time as provided in the Basic Lease Information or as may otherwise be provided in this Lease) ("**Base Rent**").

(b) Base Rent shall increase as set forth in the Basic Lease Information or as may otherwise be provided in this Lease.

(c) Except as expressly provided to the contrary herein, Base Rent shall be payable in equal consecutive monthly installments, in advance, without deduction or offset, commencing on the Term Commencement Date and continuing on the first day of each calendar month thereafter. However, the first full monthly installment of Base Rent shall be payable upon Tenant's execution of this Lease. If the Term Commencement Date is a day other than the first day of a calendar month, then the Rent for the Partial Lease Month (the "**Partial Lease Month Rent**") shall be prorated based on a month of 30 days. The Partial Lease Month Rent shall be payable by Tenant on the first day of the calendar month next succeeding the Term Commencement Date. Base Rent, all forms of additional rent payable hereunder by Tenant and all other amounts, fees, payments or charges payable hereunder by Tenant (collectively, "**Additional Rent**") shall (i) each constitute rent payable hereunder (and shall sometimes collectively be referred to herein as "**Rent**"), (ii) be payable to Landlord in lawful money of the United States when due without any prior demand therefor, except as may be expressly provided to the contrary herein, and (iii) be payable to Landlord at Landlord's Remittance Address set forth in the Basic Lease Information or to such other person or to such other place as Landlord may from time to time designate in writing to Tenant. Any Rent or other amounts payable to Landlord by Tenant hereunder for any fractional month shall be prorated based on a month of 30 days.

(d) Notwithstanding anything in this Lease to the contrary, so long as Tenant is not in default under this Lease, Tenant shall be entitled to an abatement of Base Rent with respect to the Premises, as originally described in this Lease, in the amount of $6,789.00 for the first three (3) full calendar month(s) of the Term. The maximum total amount of Base Rent abated with respect to the Premises in accordance with the foregoing shall equal $20,367.00 (the "Abated Base Rent"). If Tenant defaults under this Lease at any time during the Term and fails to cure such default within any applicable cure period under this Lease, then all Abated Base Rent shall immediately become due and payable. Only Base Rent shall be abated pursuant to this Section, as more particularly described herein, and all other rent and other costs and charges specified in this Lease shall remain as due and payable pursuant to the provisions of this Lease.

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3.2 **Operating Expenses.**

(a) Subject to the provisions of this Lease, Tenant shall pay to Landlord pursuant to this Paragraph 3.2 as Additional Rent an amount equal to Tenant's Proportionate Share (defined below) of the excess, if any, of Operating Expenses (defined below) allocable to each Expense Year (defined below) over Operating Expenses allocable to the Base Year (the "**Base Year**") specified in the Basic Lease Information ("**Base Year Operating Expenses**"). Base Year Operating Expenses shall not include market-wide labor-rate increases due to extraordinary circumstances, including, but not limited to, boycotts and strikes, and utility rate increases due to extraordinary circumstances including, but not limited to, conservation surcharges, boycotts, embargoes or other shortages, or amortized costs relating to capital improvements. "**Tenant's Proportionate Share**" is, subject to the provisions of this Paragraph 3.2, the percentage number (representing the Premises' share of the Building and the Project) set forth in the Basic Lease Information. An "**Expense Year**" is any calendar year after the Base Year any portion of which falls within the Term.

(b) "**Operating Expenses**" means all costs, expenses and obligations incurred or payable by Landlord because of or in connection with the operation, ownership, repair, replacement, restoration, management or maintenance of the Project during or allocable to the Base Year or an Expense Year (as applicable) during the Term (other than costs, expenses or obligations specifically attributable to Tenant or other tenants of the Building or Project), all as determined by sound accounting principles reasonably selected by Landlord and consistently applied, including without limitation the following:

(i) All property taxes, assessments, charges or impositions and other similar governmental ad valorem or other charges levied on or attributable to the Project (including personal and real property contained therein) or its ownership, operation or transfer, and all taxes, charges, assessments or similar impositions imposed in lieu or substitution (partially or totally) of the same (collectively, "**Taxes**"). "**Taxes**" shall also include (A) all taxes, assessments, levies, charges or impositions on any interest of Landlord in the Project, the Premises or in this Lease, or on the occupancy or use of space in the Project or the Premises; or on the gross or net rentals or income from the Project, including, without limitation, any gross income tax, excise tax, sales tax or gross receipts tax levied by any federal, state or local governmental entity with respect to the receipt of Rent; or (B) any possessory taxes charged or levied in lieu of real estate taxes; and

(ii) The cost of all utilities, supplies, equipment, tools, materials, service contracts, janitorial services, waste and refuse disposal, landscaping, and insurance (with the nature and extent of such insurance to be carried by Landlord to be determined by Landlord in its sole and absolute discretion); insurance deductibles; compensation and benefits of all persons who perform services connected with the operation, management, maintenance or repair of the Project; personal property taxes on and maintenance and repair of equipment and other personal property; costs and fees for administration and management of the Project, whether by Landlord or by an independent contractor, and other management office operational expenses; rental expenses for or a reasonable allowance for depreciation of, personal property used in the operation, management, maintenance or repair of the Project, license, permit and inspection fees; and all inspections, activities, alterations, improvements or other matters required by any governmental or quasi-governmental authority or by Regulations (defined below), for any reason, including, without limitation, capital improvements, whether capitalized or not; all capital additions, repairs, replacements and improvements made to the Project or any portion thereof by Landlord (A) of a personal property nature and related to the operation, repair, maintenance or replacement of systems, facilities, equipment or components of (or which service) the Project or portions thereof, (B) required or provided in connection with any existing or future applicable municipal, state, federal or other governmental statutes, rules, requirements, regulations, laws, standards, orders or ordinances including, without limitation, zoning ordinances and regulations, and covenants, easements and restrictions of record (collectively, "**Regulations**"), (C) which are designed to improve the operating efficiency of the Project, or (D) determined by Landlord to be required to keep pace or be consistent with safety or health advances or improvements (with such capital costs to be amortized over such periods as Landlord shall determine with a return on capital at such rate as would have been paid by Landlord on funds borrowed for the purpose of constructing such capital items); common area repair, resurfacing, replacement, operation and maintenance; security systems or services, if any, deemed appropriate by Landlord (but without obligation to provide the same); and any other cost or expense incurred or payable by Landlord in connection with the operation, ownership, repair, replacement, restoration, management or maintenance of the Project.

(iii) Notwithstanding anything in this Lease to the contrary, in no event shall the component of Operating Expenses for any Expense Year consisting of electrical costs be less than the component of Base Year Operating Expenses consisting of electrical costs.

(c) Variable items of Operating Expenses (e.g., expenses that are affected by variations in occupancy levels) for the Base Year and each Expense Year during which actual occupancy of the Project is less than ninety-five percent (95%) of the rentable area of the Project shall be appropriately adjusted, in accordance with sound accounting principles, to reflect ninety-five percent (95%) occupancy of the existing rentable area of the Project during such period.

(d) Prior to or shortly following the commencement of (and from time to time during) each Expense Year of the Term following the Term Commencement Date, Landlord shall have the right to give to Tenant a written estimate of Tenant's Proportionate Share of the projected excess, if any, of the Operating Expenses for the Project for such year over the Base Year Operating Expenses. Commencing with the first day of the calendar month following the month in which such estimate was delivered to Tenant, Tenant shall pay such estimated amount (less amounts, if any, previously paid toward such excess for such year) to Landlord in equal monthly installments over the remainder of such calendar year, in advance on the first day of each month during such year (or remaining months, if less than all of the year remains). Subject to the provisions of this Lease, Landlord shall endeavor to furnish to Tenant within a reasonable period after the end of each Expense Year, a statement (a "**Reconciliation Statement**") indicating in reasonable detail the excess, if any, of Operating Expenses allocable to such Expense Year over Base Year Operating Expenses and the parties shall, within thirty (30) days thereafter, make any payment or allowance necessary to adjust Tenant's estimated payments to Tenant's actual share of such excess as indicated by such annual Reconciliation Statement.

(e) Tenant shall pay ten (10) days before delinquency all taxes and assessments levied against any personal property or trade fixtures of Tenant in or about the Premises. If any such taxes or assessments are levied against Landlord or Landlord's property or if the assessed value of the Project is increased by the inclusion therein of a value placed upon such personal property or trade fixtures,

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Tenant shall, within ten (10) days of demand, reimburse Landlord for the taxes and assessments so levied against Landlord, or any such taxes, levies and assessments resulting from such increase in assessed value.

(f) Any delay or failure of Landlord in (i) delivering any estimate or statement described in this Paragraph 3.2, or (ii) computing or billing Tenant's Proportionate Share of excess Operating Expenses shall not (A) constitute a waiver of its right to subsequently deliver such estimate or statement or require any increase in Rent contemplated by this Paragraph 3.2, or (B) in any way waive or impair the continuing obligations of Tenant under this Paragraph 3.2. Provided that Tenant is not then in default under this Lease, subject to compliance with Landlord's standard procedures for the same, Tenant shall have the right, upon the condition that Tenant shall first pay to Landlord the amount in dispute, to have independent certified public accountants of national standing (who are not compensated on a contingency basis) of Tenant's selection (and subject to Landlord's reasonable approval) review Landlord's Operating Expense books and records relating to the Expense Year subject to a particular Reconciliation Statement during the sixty-day period following delivery to Tenant of the Reconciliation Statement for such Expense Year. If such review discloses a liability for a refund in excess of ten percent (10%) of Tenant's Proportionate Share of Operating Expenses previously reported, the cost of such review shall be borne by Landlord; otherwise such cost shall be borne by Tenant. Tenant waives the right to dispute or contest, and shall have no right to dispute or contest, any matter relating to the calculation of Operating Expenses or other forms of Rent under this Paragraph 3.2 with respect to each Expense Year for which a Reconciliation Statement is given to Tenant if no claim or dispute with respect thereto is asserted by Tenant in writing to Landlord within sixty (60) days of delivery to Tenant of the original or most recent Reconciliation Statement with respect thereto.

4. **Delinquent Payment; Handling Charges**. In the event Tenant is more than three (3) days late in paying any amount of Rent or any other payment due under this Lease, Tenant shall pay Landlord, within ten (10) days of Landlord's written demand therefor, a late charge equal to five percent (5%) of the delinquent amount, or $150.00, whichever amount is greater. In addition, any amount due from Tenant to Landlord hereunder which is not paid within ten (10) days of the date due shall bear interest at an annual rate (the "**Default Rate**") equal to twelve percent (12%).

5. **Security Deposit**. Contemporaneously with the execution of this Lease, Tenant shall pay to Landlord the amount of Security Deposit (the "**Security Deposit**") specified in the Basic Lease Information, which shall be held by Landlord to secure Tenant's performance of its obligations under this Lease. Landlord is hereby granted a security interest in the Security Deposit in accordance with applicable provisions of the California Commercial Code. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon a default by Tenant or an Event of Default (defined below). If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit (a) for the payment of any Rent or any other sum in default, (b) for the payment of any other amount which Landlord may spend or become obligated to spend by reason of such default by Tenant, and (c) to compensate Landlord for any other loss or damage which Landlord may suffer by reason of such default by Tenant. If any portion of the Security Deposit is so used or applied, Tenant shall, within ten (10) days after demand therefor by Landlord, deposit with Landlord cash in an amount sufficient to restore the Security Deposit to the amount required to be maintained by Tenant hereunder. Within a reasonable period following expiration or the sooner termination of this Lease, provided that Tenant has performed all of its obligations hereunder, Landlord shall return to Tenant the remaining portion of the Security Deposit. The Security Deposit may be commingled by Landlord with Landlord's other funds, and no interest shall be paid thereon. If Landlord transfers its interest in the Premises, then Landlord may assign the Security Deposit to the transferee and thereafter Landlord shall have no further liability or obligation for the return of the Security Deposit. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of any Regulations, now or hereinafter in force, which restricts the amount or types of claim that a landlord may make upon a security deposit or imposes upon a landlord (or its successors) any obligation with respect to the handling or return of security deposits.

6. **Landlord's Obligations**.

6.1 **Services**. Subject to the provisions of this Lease, Landlord shall furnish to Tenant during the Term (a) city or utility company water at those points of supply provided for general use of the tenants of the Building; (b) subject to mandatory and voluntary Regulations, heating and air conditioning during ordinary business hours of generally recognized business days designated by Landlord (which in any event shall not include Saturdays, Sundays or legal holidays) ("**Business Hours**") for the Building at such temperatures and in such amounts as Landlord reasonably determines is appropriate for normal comfort for normal office use in the Premises; (c) janitorial services to the Premises on weekdays, other than on legal holidays, for Building-standard installations; (d) nonexclusive passenger elevator service; and (e) adequate electrical current during such Business Hours for equipment that does not require more than 110 volts and whose electrical energy consumption does not exceed normal office usage in a premises of the size of the Premises, as determined by Landlord. If Tenant desires any of the services specified in this Paragraph 6.1 at any time other than during Business Hours, then subject to such nondiscriminatory conditions and standards as Landlord shall apply to the same, upon the written request of Tenant, such services shall be supplied to Tenant in accordance with Landlord's customary procedures for the Building, including such advance request deadlines as Landlord shall require from time to time, and Tenant shall pay to Landlord Landlord's then customary charge for such services within ten (10) days after Landlord has delivered to Tenant an invoice therefor. If there is no meter or submeter in the Premises or if Tenant is billed directly by a public utility, then, upon request, Tenant shall provide monthly utility usage to Landlord in electronic or paper format or provide permission for Landlord to request information regarding Tenant's utility usage directly from the utility company. Landlord reserves the right to change the supplier or provider of any such service from time to time. Tenant shall not have the right to obtain any such service for the Premises directly from a supplier or provider of such service except as provided in Paragraph 6.4 below.

6.2 **Excess Utility Use**. Landlord shall not be required to furnish electrical current for, and Tenant shall not install or use, without Landlord's prior written consent, any equipment (a) that requires more than 110 volts, (b) whose operation is in excess of, or inconsistent with, the capacity of the Building (or existing feeders and risers to, or wiring in, the Premises) or (c) whose electrical energy consumption exceeds normal office usage of up to three (3) watts of connected load per usable square foot ("**Standard Usage**"). Subject to the provisions of this Paragraph 6.2, if Tenant's consumption of electricity exceeds the electricity to be provided by Landlord above or Standard Usage (which shall be determined by separate metering to be installed at Tenant's expense or by such other method as Landlord shall reasonably select), Tenant shall pay to Landlord Landlord's then customary charge for such excess consumption within ten (10) days after Landlord has delivered to Tenant an invoice therefor. Furthermore, Tenant acknowledges and agrees that Tenant's use of the Premises after ordinary business hours (defined as 7:00 a.m. to 6:00 p.m. Monday through Friday) and outside of generally

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recognized business days (generally recognized business days shall not include Saturdays, Sundays, and legal holidays) imposes additional burden on the Project's HVAC and associated electrical service. Accordingly, any such Tenant requested after-hours use of HVAC will be made available and will be billed as an after-hours Rent assessment. After-hours use may be metered by Landlord with a bypass timer located on the applicable floors of the building or through establishment of a recognized monthly after-hours assessment based upon Landlord's estimate of Tenant's usage. Such costs will be payable by Tenant to Landlord within thirty (30) days after demand, as Additional Rent. The minimum amount of after-hours usage shall be two (2) hours, and the initial cost thereof shall not exceed fifty dollars ($50.00) per hour, with a two (2) hour minimum, during the Lease Term, subject to adjustment to reflect actual increase in the cost of such utilities or services.

6.3 **Restoration of Services**. Following receipt of Tenant's request to do so, Landlord shall use good faith efforts to restore any service specifically to be provided under Paragraph 6.1 that becomes unavailable and which is in Landlord's reasonable control to restore; provided, however, that in no case shall the unavailability of such services or any other service (or any diminution in the quality or quantity thereof) or any interference in Tenant's business operations within the Premises render Landlord liable to Tenant or any person using or occupying the Premises under or through Tenant (including, without limitation, any contractor, employee, agent, invitee or visitor of Tenant) (each, a "**Tenant Party**") for any damages of any nature whatsoever caused thereby, constitute a constructive eviction of Tenant, constitute a breach of any implied warranty by Landlord, or entitle Tenant to any abatement of Tenant's rental obligations hereunder.

6.4 **Telecommunications Services.** Tenant may contract separately with providers of telecommunications or cellular products, systems or services for the Premises. Even though such products, systems or services may be installed or provided by such providers in the Building, in consideration for Landlord's permitting such providers to provide such services to Tenant, Tenant agrees that Landlord and the Landlord Indemnitees (defined below) shall in no event be liable to Tenant or any Tenant Party for any damages of any nature whatsoever arising out of or relating to the products, systems or services provided by such providers (or any failure, interruption, defect in or loss of the same) or any acts or omissions of such providers in connection with the same or any interference in Tenant's business caused thereby. Tenant waives and releases all rights and remedies against Landlord and the Landlord Indemnitees that are inconsistent with the foregoing.

7. **Improvements, Alterations, Repairs and Maintenance**.

7.1 **Improvements; Alterations**. Any alterations, additions, deletions, modifications or utility installations in, of or to the improvements contained within the Premises (collectively, "**Alterations**") shall be installed at Tenant's expense and only in accordance with detailed plans and specifications, construction methods, and all appropriate permits and licenses, all of which have been previously submitted to and approved in writing by Landlord, and by a professionally qualified and licensed contractor and subcontractors approved by Landlord. No Alterations in or to the Premises may be made without (a) Landlord's prior written consent and (b) compliance with such nondiscriminatory requirements and construction regulations concerning such Alterations as Landlord may impose from time to time. Landlord will not be deemed to unreasonably withhold its consent to any Alteration that violates Regulations, may affect or be incompatible with the Building's structure or its HVAC, plumbing, telecommunications, elevator, life-safety, electrical, mechanical or other basic systems, or the appearance of the interior common areas or exterior of the Project, or which may interfere with the use or occupancy of any other portion of the Project. All Alterations made in or upon the Premises shall, (i) at Landlord's option, either be removed by Tenant prior to the end of the Term (and Tenant shall restore the portion of the Premises affected to its condition existing immediately prior to such Alteration), or shall remain on the Premises at the end of the Term, (ii) be constructed, maintained, insured and used by Tenant, at its risk and expense, in a first-class, good and workmanlike manner, and in accordance with all Regulations, and (iii) shall be subject to payment of Landlord's standard alterations supervision fee. If any Alteration made or initiated by Tenant or the removal thereof shall cause, trigger or result in any portion of the Project outside of the Premises, any portion of the Building's shell and core improvements (including restrooms, if any) within the Premises, or any Building system inside or outside of the Premises being required by any governmental authority to be altered, improved or removed, or may otherwise potentially affect such portions of the Project or any other tenants of the Project, Landlord shall have the option (but not the obligation) of performing the same at Tenant's expense, in which case Tenant shall pay to Landlord (within ten (10) days of Landlord's written demand) in advance Landlord's reasonable estimate of the cost of such work, and any actual costs of such work in excess of Landlord's estimate, plus an administrative charge of fifteen percent (15%) thereof. At least ten (10) days before beginning construction of any Alteration, Tenant shall give Landlord written notice of the expected commencement date of that construction to permit Landlord to post and record a notice of non-responsibility. Upon substantial completion of construction, if the law so provides, Tenant shall cause a timely notice of completion to be recorded in the office of the recorder of the county in which the Building is located.

7.2 **Repairs and Maintenance**. Tenant shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair. Tenant shall promptly provide Landlord with notice of any such conditions. Tenant shall, at its sole cost and expense, perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease and keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant as part of its obligations hereunder shall at all times keep and maintain the Premises in a clean, safe and sanitary condition and shall at its sole cost and expense, immediately upon notice from Landlord, sanitize the Premises if Landlord reasonably determines the same is necessary utilizing such methods as reasonably determined by Landlord. Tenant's repair and maintenance obligations include, without limitation, repairs to: (a) floor covering; (b) interior partitions; (c) doors; (d) the interior side of demising walls; (e) electronic, fiber, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant (collectively, "**Cable**"); (f) supplemental air conditioning units, kitchens, including hot water heaters, plumbing, and similar facilities exclusively serving Tenant; and (g) Alterations. Subject to the terms of Paragraph 10.2, to the extent Landlord is not reimbursed by insurance proceeds, Tenant shall reimburse Landlord for the cost of repairing damage to the Building caused by the acts of Tenant, Tenant's Parties and their respective contractors and vendors. If Tenant fails to make any repairs to the Premises for more than fifteen (15) days after notice from Landlord (although notice shall not be required in an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs, together with an administrative charge in an amount equal to ten percent (10%) of the cost of the repairs. Tenant hereby waives all common law and statutory rights or provisions inconsistent herewith, whether now or hereinafter in effect (including, without limitation, Sections 1941, 1941.1, and 1941.2 of the California Civil Code, as amended from time to time). Landlord shall use reasonable efforts to maintain the common areas of the Project at all times during the Term with the cost thereof constituting an Operating Expense under Paragraph 3.2.

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7.3 **Mechanic's Liens**. Tenant shall not cause, suffer or permit any mechanic's or materialman's lien, claim, or stop notice to be filed or asserted against the Premises, the Building or any funds of Landlord for any work performed, materials furnished, or obligation incurred by or at the request of Tenant or any Tenant Party. If any such lien, claim or notice is filed or asserted, then Tenant shall, within ten (10) days after Landlord has delivered notice of the same to Tenant, either (a) pay and satisfy in full the amount of (and eliminate of record) the lien, claim or notice or (b) diligently contest the same and deliver to Landlord a bond or other security therefor in substance and amount (and issued by an issuer) satisfactory to Landlord.

8. **Use**. Tenant shall continuously occupy and use the Premises only for general office use or uses incidental thereto, all of which shall be consistent with the standards of a first class office project (the "**Permitted Use**") and shall comply, at Tenant's expense, with all Regulations relating to the use, condition, alteration, improvement, access to, and occupancy of the Premises, including without limitation, Regulations relating to Hazardous Materials (defined below). Should any Regulation now or hereafter be imposed on Tenant or Landlord by any governmental body relating to the use or occupancy of the Premises or the Project common areas by Tenant or any Tenant Party or concerning occupational, health or safety standards for employers, employees, or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such Regulations if such Regulations relate to anything within the Premises or if compliance with such Regulations is within the control of Tenant and applies to an area outside of the Premises. Tenant shall conduct its business and shall cause each Tenant Party to act in such a manner as to (a) not release or permit the release of any Hazardous Material in, under, on or about the Project in violation of any Regulations, (b) use or store any Hazardous Materials (other than incidental amounts of cleaning and office supplies) in or about the Premises or (c) not create or permit any nuisance or unreasonable interference with or disturbance of other tenants of the Project or Landlord in its management of the Project or (d) not create any occupancy density in the Premises or parking density with respect to Tenant and any Tenant Party at the Project greater than those specified in the Basic Lease Information. "**Hazardous Material**" means any hazardous, explosive, radioactive or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or agency, including, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "pollutant" or "contaminant" under any Regulation, (ii) a flammable explosive, (iii) a radioactive material, (iv) a polychlorinated biphenyl, (v) asbestos or asbestos containing material, or (vi) a carcinogen. Tenant shall not bring upon the Premises or any portion of the Building or use the Premises or permit the Premises or any portion thereof to be used for the growing, manufacturing, administration, distribution (including without limitation, any retail sales), possession, use or consumption of any cannabis, marijuana or cannabinoid product or compound, regardless of the legality or illegality of the same.

9. **Assignment and Subletting.**

9.1 **Transfers; Consent**. Tenant shall not, without the prior written consent of Landlord, (a) assign, transfer, mortgage, hypothecate, or encumber this Lease or any estate or interest herein, whether directly, indirectly or by operation of law, (b) permit any other entity to become a Tenant hereunder by merger, consolidation, or other reorganization, (c) if Tenant is a corporation, partnership, limited liability company, limited liability partnership, trust, association or other business entity (other than a corporation whose stock is publicly traded), permit, directly or indirectly, the transfer of any ownership interest in Tenant so as to result in (i) a change in the current control of Tenant, (ii) a transfer of twenty-five percent (25%) or more in the aggregate in any twelve (12) month period in the beneficial ownership of such entity or (iii) a transfer of all or substantially all of the assets of Tenant, (d) sublet any portion of the Premises, or (e) grant any license, concession, or other right of occupancy of or with respect to any portion of the Premises, or (f) permit the use of the Premises by any party other than Tenant or a Tenant Party (each of the events listed in this Paragraph 9.1 being referred to herein as a "**Transfer**"). If Tenant requests Landlord's consent to any Transfer, then at least twenty (20) business days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer and all consideration therefor (including a calculation of the Transfer Profits described below), copies of the proposed documentation, and the following information relating to the proposed transferee: name and address; information reasonably satisfactory to Landlord concerning the proposed transferee's business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises, provided that the parties agree that it shall be reasonable for Landlord to withhold any such consent if, without limitation, Landlord determines in good faith that (A) the proposed transferee is not of a reasonable financial standing or is not creditworthy, (B) the proposed transferee is a governmental agency, (C) the proposed transferee, or any affiliate thereof, is then an occupant in the Project or has engaged in discussions with Landlord concerning a lease of direct space in the Project, (D) the proposed Transfer would result in a breach of any obligation of Landlord or permit any other tenant in the Project to terminate or modify its lease, (E) there is then in effect an uncured Event of Default, (F) the Transfer would increase the occupancy density or parking density of the Project or any portion thereof, (G) the Transfer would result in an undesirable tenant mix for the Project, as determined in good faith by Landlord, (H) the proposed transferee does not enjoy a good reputation, as a business or as a tenant; or (I) any guarantor of the Lease does not consent to such Transfer in a form satisfactory to Landlord. Any Transfer made without Landlord's consent shall be void and, at Landlord's election, shall constitute an Event of Default by Tenant. Tenant shall also, within ten (10) days of written demand therefor, pay to Landlord $750.00 as a review fee for each Transfer request, and reimburse Landlord for its reasonable attorneys' fees and all other costs incurred in connection with considering any request for consent to a proposed Transfer. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord Landlord's standard form transfer consent and agreement whereby the proposed transferee expressly assumes the Tenant's obligations hereunder. Landlord's consent to a Transfer shall not release Tenant from its obligations under this Lease (or any guarantor of this Lease of its obligations with respect thereto), but rather Tenant and its transferee shall be jointly and severally liable for all obligations under this Lease allocable to the space subject to such Transfer. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. In the event of any claim by Tenant that Landlord has breached its obligations under this Paragraph 9.1, Tenant's remedies shall be limited to recovery of its out-of-pocket damages and injunctive relief. Tenant hereby waives the provisions of Section 1995.310 of the California Civil Code, or any similar or successor Regulations, now or hereinafter in effect, and all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable Regulations, on behalf of the proposed assignee or subtenant.

9.2 **Cancellation and Recapture.** Notwithstanding Paragraph 9.1, Landlord may (but shall not be obligated to), within ten (10) business days after submission of Tenant's written request for Landlord's consent to an assignment or subletting, cancel this Lease as to the portion of the Premises proposed to be sublet or subject to an assignment of this Lease ("**Transfer Space**") as of the date such proposed Transfer is proposed to be effective and, thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person or entity or not at all) without liability to Tenant. If Landlord shall not cancel this Lease within such

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ten (10) business day period and notwithstanding any Landlord consent to the proposed Transfer, Tenant shall pay to Landlord, immediately upon receipt thereof, the entire excess ("**Transfer Profits**") of all compensation and other consideration paid to or for the benefit of Tenant (or any affiliate thereof) for the Transfer in excess of Base Rent and Additional Rent payable by Tenant hereunder (with respect to the Transfer Space) during the remainder of the Term (after straight-line amortization of any reasonable brokerage commissions and tenant improvement costs paid by Tenant in connection with the Transfer over the term of the Transfer). In any assignment or subletting undertaken by Tenant, Tenant shall diligently seek to obtain the maximum rental amount available in the marketplace for comparable space available for primary leasing.

10. **Insurance, Waivers, Subrogation and Indemnity.**

10.1 **Insurance**. Tenant shall maintain throughout the Term each of the insurance policies described on **Exhibit D** attached hereto and shall otherwise comply with the obligations and requirements provided on **Exhibit D**.

10.2 **Waiver of Subrogation**. Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's Property (as defined in **Exhibit D**), Alterations, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this waiver, any deductible with respect to a party's insurance shall be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

10.3 **Indemnity**. Subject to Paragraph 10.2, Tenant shall indemnify, defend and hold Landlord, and each of their respective directors, shareholders, partners, lenders, members, managers, contractors, affiliates and employees (collectively, "**Landlord Indemnitees**") harmless from and against all claims, demands, proceedings, losses, obligations, liabilities, causes of action, suits, judgments, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from or asserted in connection with the use or occupancy of the Premises by Tenant or any Tenant Party, including, without limitation, by reason of any release of any Hazardous Materials by Tenant or any Tenant Party in, under, on, or about the Project, or any negligence or misconduct of Tenant or of any Tenant Party in or about the Premises, or Tenant's breach of any of its covenants under this Lease, except in each case to the extent arising from the gross negligence or willful misconduct of Landlord or any Landlord Indemnitee. Except to the extent expressly provided in this Lease, Tenant hereby waives all claims against and releases Landlord and each Landlord Indemnitee for any injury to or death of persons, damage to property or business loss in any manner related to (i) Tenant's use and occupancy of the Premises, (ii) acts of God, (iii) acts of third parties, or (iv) any matter outside of the reasonable control of Landlord. This Paragraph 10.3 shall survive termination or expiration of this Lease.

11. **Subordination; Attornment.**

11.1 **Subordination**. This Lease is subject and subordinate to all present and future ground or master leases of the Project and to the lien of all mortgages or deeds of trust (collectively, "**Security Instruments**") now or hereafter encumbering the Project, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of any such Security Instruments, unless the holders of any such mortgages or deeds of trust, or the lessors under such ground or master leases (such holders and lessors are sometimes collectively referred to herein as "**Holders**") require in writing that this Lease be superior thereto. Notwithstanding any provision of this Paragraph 11 to the contrary, any Holder of any Security Instrument may at any time subordinate the lien of its Security Instrument to this Lease without obtaining Tenant's consent by giving Tenant written notice of such subordination, in which event this Lease shall be deemed to be senior to the Security Instrument in question. Tenant shall, within fifteen (15) days of request to do so by Landlord, execute, acknowledge and deliver to Landlord such further instruments or assurances as Landlord may deem necessary or appropriate to evidence or confirm the subordination or superiority of this Lease to any such Security Instrument. Tenant hereby irrevocably authorizes Landlord to execute and deliver in the name of Tenant any such instrument or instruments if Tenant fails to do so within said fifteen (15) day period.

11.2 **Attornment**. Tenant covenants and agrees that in the event that any proceedings are brought for the foreclosure of any mortgage or deed of trust, or if any ground or master lease is terminated, it shall attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground or master lease, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as "Landlord" under this Lease. If requested, Tenant shall enter into a new lease with that successor on the same terms and conditions as are contained in this Lease (for the unexpired portion of the Term then remaining).

12. **Rules and Regulations**. Tenant shall comply, and shall cause each Tenant Party to comply, with the Rules and Regulations of the Building which are attached hereto as **Exhibit A**, and all such nondiscriminatory modifications, additions, deletions and amendments thereto as Landlord shall adopt in good faith from time to time.

13. **Condemnation**. If the entire Project or Premises are taken by right of eminent domain or conveyed by Landlord in lieu thereof (a "**Taking**"), this Lease shall terminate as of the date of the Taking; provided, however, that a regulatory action, ordinance or Regulation limiting or temporarily prohibiting Tenant's right to enter or use the Premises or the Building shall not be construed as a taking or appropriation hereunder and Tenant shall have no right to rent abatement or termination right as a result thereof. If any part of the Project becomes subject to a Taking and such Taking will prevent Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than one hundred eighty (180) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If any material portion, but less than all, of the Project, Building or the Premises becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to any Holder of any Security Instrument, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If this Lease is not so terminated, then Base Rent thereafter payable hereunder shall be abated for the duration of the Taking in proportion to that portion of the Premises rendered untenantable by such Taking. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the land on which the Project is situated, the Project, and other improvements taken, and Tenant may separately pursue a claim (to the extent it will not reduce

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Landlord's award) against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease and moving and relocation costs. Landlord and Tenant agree that the provisions of this Paragraph 13 and the remaining provisions of this Lease shall exclusively govern the rights and obligations of the parties with respect to any Taking of any portion of the Premises, the Building, the Project or the land on which the Building is located, and Landlord and Tenant hereby waive and release each and all of their respective common law and statutory rights inconsistent herewith, whether now or hereinafter in effect (including, without limitation, Section 1265.130 of the California Code of Civil Procedure, as amended from time to time).

14. **Fire or Other Casualty**.

14.1 **Repair Estimate; Right to Terminate**. If all or any portion of the Premises, the Building or the Project is damaged by fire or other casualty (a "**Casualty**"), Landlord shall, within ninety (90) days after Landlord's discovery of such damage, deliver to Tenant its good faith estimate (the "**Damage Notice**") of the time period following such notice needed to repair the damage caused by such Casualty. Landlord may elect to terminate this Lease in any case where (a) any portion of the Premises or any material portion of the Project are damaged and (b) either (i) Landlord estimates in good faith that the repair and restoration of such damage under Paragraph 14.2 ("**Restoration**") cannot reasonably be completed (without the payment of overtime) within two hundred (200) days of Landlord's actual discovery of such damage, (ii) the Holder of any Security Instrument requires the application of any insurance proceeds with respect to such Casualty to be applied to the outstanding balance of the obligation secured by such Security Instrument, (iii) the cost of such Restoration is not fully covered by insurance proceeds available to Landlord and/or payments received by Landlord from tenants, or (iv) Tenant shall be entitled to an abatement of rent under this Paragraph 14 for any period of time in excess of thirty-three percent (33%) of the remainder of the Term. Such right of termination shall be exercisable by Landlord by delivery of written notice to Tenant at any time following the Casualty until forty-five (45) days following the later of (A) delivery of the Damage Notice or (B) Landlord's discovery or determination of any of the events described in clauses (i) through (iv) of the preceding sentence, and shall be effective upon delivery of such notice of termination (or if Tenant has not vacated the Premises, upon the expiration of thirty (30) days thereafter).

14.2 **Repair Obligation; Abatement of Rent**. Subject to the provisions of Paragraph 14.1, Landlord shall, within a reasonable time after the discovery by Landlord of any damage resulting from a Casualty, begin to repair the damage to the Building and the Premises resulting from such Casualty and shall proceed with reasonable diligence to restore the Building and Premises to substantially the same condition as existed immediately before such Casualty, except for modifications required by Regulations, and modifications to the Building or the Project reasonably deemed desirable by Landlord; provided, however, that Landlord shall not be required as part of the Restoration to repair or replace any of the Alterations, furniture, equipment, fixtures, and other improvements which may have been placed by, or at the request of, Tenant or other occupants in the Building or the Premises. Landlord shall have no liability for any inconvenience or annoyance to Tenant or injury to Tenant's business as a result of any Casualty, regardless of the cause therefor. Base Rent, and Additional Rent payable under Paragraph 3.2, shall abate if and to the extent a Casualty damages the Premises or common areas in the Project required and essential for access thereto and as a result thereof all or a material portion of the Premises are rendered unfit for occupancy, and are not occupied by Tenant, for the period of time commencing on the date Tenant vacates the portion of the Premises affected on account thereof and continuing until the date the Restoration to be performed by Landlord with respect to the Premises (and/or required common areas) is substantially complete, as determined by Landlord's architect. Landlord and Tenant agree that the provisions of this Paragraph 14 and the remaining provisions of this Lease shall exclusively govern the rights and obligations of the parties with respect to any and all damage to, or destruction of, all or any portion of the Premises or the Project by Casualty, and Landlord and Tenant hereby waive and release each and all of their respective common law and statutory rights inconsistent herewith, whether now or hereinafter in effect (including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, as amended from time to time).

15. **Parking**. Tenant shall have the right to the nonexclusive use of such portion of the parking facilities of the Project as are designated by Landlord from time to time for such purpose for the parking of passenger-size motor vehicles used by Tenant and Tenant Parties only and are not transferable without Landlord's approval. The use of such parking facilities shall be subject to the parking rules and regulations attached hereto as **Exhibit F**, as such rules and regulations may be modified by Landlord from time to time, for the use of such facilities.

16. **Events of Default**. Each of the following occurrences shall be an "**Event of Default**" and shall constitute a material default and breach of this Lease by Tenant: (a) any failure by Tenant to pay any installment of Base Rent, Additional Rent or to make any other payment required to be made by Tenant hereunder when due; (b) the abandonment or vacation of the Premises by Tenant, provided, however, that unless Tenant is using the Premises for a retail use, abandonment or vacation of the Premises shall not be an Event of Default so long as no other Event of Default has occurred hereunder and provided Tenant has given Landlord five (5) days' prior written notice of its intent to vacate the Premises; (c) any failure by Tenant to execute and deliver any estoppel certificate or other document or instrument described in Paragraphs 10 (insurance), 11 (subordination) or 21.2 (estoppel certificates) requested by Landlord, where such failure continues for five (5) days after delivery of written notice of such failure by Landlord to Tenant; (d) any failure by Tenant to fully perform any other obligation of Tenant under this Lease, where such failure continues for thirty (30) days (except where a shorter period of time is specified in this Lease, in which case such shorter time period shall apply) after delivery of written notice of such failure by Landlord to Tenant; (e) the voluntary or involuntary filing of a petition by or against Tenant or any general partner of Tenant (i) in any bankruptcy or other insolvency proceeding, (ii) seeking any relief under any state or federal debtor relief law, (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease, or (iv) for the reorganization or modification of Tenant's capital structure (provided, however, that if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within sixty (60) days after the filing thereof); (f) the default of any guarantor of Tenant's obligations hereunder under any guaranty of this Lease, the attempted repudiation or revocation of any such guaranty, or the participation by any such guarantor in any other event described in this Paragraph 16 (as if this Paragraph 16 referred to such guarantor in place of Tenant); or (g) any other event, act or omission which any other provision of this Lease identifies as an Event of Default. Any notice of any failure of Tenant required under this Paragraph 16 shall be in lieu of, and not in addition to, any notice required under Section 1161 et seq. of the California Code of Civil Procedure.

17. **Remedies**. Upon the occurrence of any Event of Default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate, and cumulative), the option to pursue any one

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(1) or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever:

(a) Terminate this Lease, and Landlord may recover from Tenant the following: (i) the worth at the time of any unpaid rent which has been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom (specifically including, without limitation, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant); and (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law. The term "**rent**" as used in this Paragraph 17(a) shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Paragraphs 17(a)(i) and (ii), above, the "**worth at the time of award**" shall be computed by allowing interest at the Default Rate, but in no case greater than the maximum amount of such interest permitted by law. As used in Paragraph 17(a)(iii) above, the "**worth at the time of award**" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(b) Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any Event of Default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

(c) Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Paragraphs 17(a) and 17(b) above, or any law or other provision of this Lease), without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive, or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

(d) Following the occurrence of three instances of payment of Rent more than ten (10) days late in any twelve (12) month period, the late charge set forth in Paragraph 4 shall apply from the date payment was due and Landlord may, without prejudice to any other rights or remedies available to it, upon written notice to Tenant, require that all remaining monthly installments of Rent payable under this Lease shall be payable by cashier's check or electronic funds transfer three (3) months in advance, and may require that Tenant increase the Security Deposit to an amount equal to three times the current month's Rent at the time of the most recent default. In addition, (i) upon the occurrence of an Event of Default by Tenant, if the Premises or any portion thereof are sublet, Landlord may, at its option and in addition and without prejudice to any other remedies herein provided or provided by law, collect directly from the sublessee(s) all rentals becoming due to the Tenant and apply such rentals against other sums due hereunder to Landlord; (ii) without prejudice to any other right or remedy of Landlord, if Tenant shall be in default under this Lease, Landlord may cure the same at the expense of Tenant (A) immediately and without notice in the case (1) of emergency, (2) where such default unreasonably interferes with any other tenant in the Building, or (3) where such default will result in the violation of any Regulation or the cancellation of any insurance policy maintained by Landlord, and (B) in any other case if such default continues for ten (10) days following the receipt by Tenant of notice of such default from Landlord and all costs incurred by Landlord in curing such default(s), including, without limitation, attorneys' fees, shall be reimbursable by Tenant as Rent hereunder upon demand, together with interest thereon, from the date such costs were incurred by Landlord, at the Default Rate; and (iii) Tenant hereby waives for Tenant and for all those claiming under Tenant all rights now and hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

(e) TENANT HEREBY WAIVES ANY AND ALL RIGHTS CONFERRED BY SECTION 3275 OF THE CIVIL CODE OF CALIFORNIA AND BY SECTIONS 1174 (c) AND 1179 OF THE CODE OF CIVIL PROCEDURE OF CALIFORNIA AND ANY AND ALL OTHER LAWS AND RULES OF LAW FROM TIME TO TIME IN EFFECT DURING THIS LEASE TERM PROVIDING THAT TENANT SHALL HAVE ANY RIGHT TO REDEEM, REINSTATE OR RESTORE THIS LEASE FOLLOWING ITS TERMINATION BY REASON OF TENANT'S BREACH.

18. **Surrender of Premises**. No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord all keys (including any electronic access devices and the like) to the Premises, and Tenant shall deliver to Landlord the Premises in the same condition as existed on the date Tenant originally took possession thereof, ordinary wear and tear excepted, provided that ordinary wear and tear shall not include repair and clean up items. By way of example, but without limitation, repair and clean up items shall include cleaning of all interior walls, carpets and floors, replacement of damaged or missing ceiling or floor tiles, window coverings or cover plates, removal of any Tenant-introduced markings, and repair of all holes and gaps and repainting required thereby, as well as the removal requirements below. In addition, prior to the expiration of the Term or any sooner termination thereof, (a) Tenant shall remove such Alterations as Landlord shall request and shall restore the portion of the Premises affected by such Alterations and such removal to its condition existing immediately prior to the making of such Alterations, (b) Tenant shall remove from the Premises all unattached trade fixtures, furniture, equipment and personal property located in the Premises, including, without limitation, phone equipment, wiring, cabling and all garbage, waste and debris, and (c) Tenant shall repair all damage to the Premises or the Project caused by any such removal including, without limitation, full restoration of all holes and gaps resulting from any such removal and repainting required thereby. All personal property and fixtures of Tenant not so removed shall, to the extent permitted under applicable Regulations, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items.

19. **Holding Over**. If Tenant holds over after the expiration or earlier termination of the Term hereof, with or without the express or implied consent of Landlord, Tenant shall become and be only a tenant at sufferance at a daily rent equal to one-thirtieth of the greater of (a) the then prevailing monthly fair market rental rate as determined by Landlord in its sole and absolute discretion, or (b) two

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hundred percent (200%) of the monthly installment of Base Rent (and estimated Additional Rent payable under Paragraph 3.2) payable by Tenant immediately prior to such expiration or termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable, as reasonably determined by Landlord. Neither any provision hereof nor any acceptance by Landlord of any Rent after any such expiration or earlier termination (including, without limitation, through any "lockbox") shall be deemed a consent to any holdover hereunder or result in a renewal of this Lease or an extension of the Term, or any waiver of any of Landlord's rights or remedies with respect to such holdover. Notwithstanding any provision to the contrary contained herein, (i) Landlord expressly reserves the right to require Tenant to surrender possession of the Premises upon the expiration of the Term or upon the earlier termination hereof or at any time during any holdover, and the right to assert any remedy at law or in equity to evict Tenant and collect damages in connection with any such holdover, and (ii) Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, obligations, penalties, costs and expenses, including, without limitation, all lost profits and other consequential damages, attorneys' fees, consultants' fees and court costs incurred or suffered by or asserted against Landlord by reason of Tenant's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

20. **Substitution Space**. Upon at least sixty (60) days' prior written notice, Landlord may relocate Tenant within the Project (or to any other facility owned by Landlord within the vicinity of the Project) to space which is comparable in size, utility and condition to the Premises. If Landlord relocates Tenant, Landlord shall (a) reimburse Tenant for Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment and supplies from the Premises to the relocation space and for reprinting Tenant's stationery of the same quality and quantity as Tenant's stationery supply on hand immediately before Landlord's notice to Tenant of the exercise of this relocation right, and (b) improve the relocation space with improvements substantially similar to those Landlord is committed to provide or has provided in the Premises under this Lease. Upon such relocation, the relocation space shall be deemed to be the Premises and the terms of this Lease shall remain in full force and shall apply to the relocation space; provided, however, that (i) if the rentable area of the relocation space is smaller than rentable area of the Premises, then Tenant shall be entitled (from and after the relocation date) to a reduction in Base Rent in proportion to the reduction in the rentable area of the Premises, with a corresponding reduction in Tenant's Proportionate Share and (ii) if the rentable area of the relocation space is larger than the rentable area of the Premises, then the Base Rent and Tenant's Proportionate Share shall not be modified in any way.

21. **Miscellaneous**.

21.1 **Landlord Transfers and Liability**. Landlord may, without restriction, sell, assign or transfer in any manner all or any portion of the Project, any interest therein or any of Landlord's rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall automatically be released from any further obligations hereunder, provided that the assignee thereof assumes in writing all of Landlord's obligations hereunder accruing after such assignment. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease or with respect to any obligation or liability related to the Premises or the Project shall be recoverable only from the interest of Landlord in the Project, and neither Landlord nor any affiliate thereof shall have any personal liability with respect thereto and in no case shall Landlord be liable to Tenant for any lost profits, damage to business, or any form of special, indirect or consequential damage on account of any breach of this Lease.

21.2 **Estoppel Certificates; Financial Statements**. At any time and from time to time during the Term, Tenant shall, without charge, execute, acknowledge and deliver to Landlord within ten (10) days after Landlord's request therefor, an estoppel certificate in recordable form containing such factual certifications and other provisions as are found in the estoppel certificate forms requested by institutional lenders and purchasers. Tenant agrees in any case that (a) the foregoing certificate may be relied on by anyone holding or proposing to acquire any interest in the Project from or through Landlord or by any mortgagee or lessor or prospective mortgagee or lessor of the Project or of any interest therein and (b) the form of estoppel certificate shall be in the form of, at Landlord's election, the standard form of such present or prospective lender, lessor or purchaser (or any form substantially similar thereto), or any other form that Landlord shall reasonably select. At the request of Landlord from time to time, Tenant shall provide to Landlord within ten (10) days of Landlord's request therefor Tenant's and any guarantor's current financial statements.

21.3 **Notices**. Notices, requests, consents or other communications desired or required to be given by or on behalf of Landlord or Tenant under this Lease shall be effective only if given in writing and sent by (a) registered or certified United States mail, postage prepaid, (b) nationally recognized express mail courier that provides written evidence of delivery, fees prepaid, or (c) facsimile and United States mail, postage prepaid, and addressed as set forth in the Basic Lease Information, or at such other address in the State of California as may be specified from time to time, in writing, or, if to Tenant, at the Premises. Any such notice, request, consent, or other communication shall only be deemed given (i) if sent by registered or certified United States mail, on the day it is officially delivered to or refused by the intended recipient, (ii) if sent by nationally recognized express mail courier, on the date it is officially recorded by such courier, (iii) if delivered by facsimile, on the date the sender obtains written telephonic confirmation that the electronic transmission was received, or (iv) if delivered personally, upon delivery or, if refused by the intended recipient, upon attempted delivery.

21.4 **Payment by Tenant; Non-Waiver**. Landlord's acceptance of Rent (including, without limitation, through any "lockbox") following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such terms. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

21.5 **Certain Rights Reserved by Landlord**. Landlord hereby reserves and shall have the following rights with respect to the Premises and the Project: (a) to decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Project, the Building, the Premises or any part thereof; to enter upon the Premises and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Project or the Building; to interrupt or suspend temporarily Building services and facilities; to change the name of the Building or the Project; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, common areas, or other public parts of the Building or the Project; (b) to take such measures as Landlord deems advisable in good faith for the security of the Building and its occupants; to temporarily deny access to the Building to any person; and to close the Building after ordinary business hours and on Sundays and Holidays, subject, however, to Tenant's right to enter when the Building is closed after ordinary business hours under such rules and regulations as Landlord may reasonably prescribe from time to time during the Term; and (c) to

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enter the Premises at reasonable hours (or at any time in an emergency) to perform repairs, to take any action authorized hereunder, or to show the Premises to prospective purchasers or lenders, or, during the last six (6) months of the Term, prospective tenants.

21.6 **Miscellaneous**. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Tenant and the person or persons signing on behalf of Tenant represent and warrant that Tenant has full right and authority to enter into this Lease, and that all persons signing this Lease on its behalf are authorized to do so. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All exhibits and attachments attached hereto are incorporated herein by this reference. This Lease shall be governed by and construed in accordance with the laws of the State of California. In any action which Landlord or Tenant brings to enforce its respective rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including without limitation, reasonable attorneys' fees and court costs. Tenant shall not record this Lease or any memorandum hereof. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR WITH RESPECT TO THIS LEASE.** Submission of this Lease to Tenant does not constitute an option or offer to lease and this Lease is not effective otherwise until execution and delivery by both Landlord and Tenant. Time is of the essence as to the performance of each covenant hereunder in which time of performance is a factor. Tenant hereby waives and agrees not to pursue or claim any excuse or offset to Tenant's obligations under this Lease based on the doctrines of impossibility, impracticality, frustration of contract, frustration of purpose, or other similar legal principals.

21.7 **Asbestos Notification**. Tenant acknowledges that Tenant has reviewed the asbestos notification attached as **Exhibit E** hereto pursuant to California Health and Safety Code Sections 25915 et. seq. (as amended from time to time, the "**Connelly Act**"), disclosing the existence of asbestos in the Building. As part of Tenant's obligations under this Lease, Tenant agrees to comply with the Connelly Act, including providing copies of Landlord's asbestos notification letter to all of Tenant's "employees" and "owners", as those terms are defined in the Connelly Act.

21.8 **Brokers**. Tenant represents that it has dealt directly with and only with Tenant's Broker (as defined in the Basic Lease Information) as Tenant's broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Indemnitees harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Lease. Landlord agrees to indemnify and hold Tenant and the Tenant Parties harmless from all claims of any brokers other than Landlord's Broker (as defined in the Basic Lease Information) claiming to have represented Landlord in connection with this Lease.

21.9 **Americans with Disabilities Act**. Tenant shall have the sole responsibility for complying, at Tenant's cost, with any and all provisions of the Americans with Disabilities Act of 1990, as it has been and may later be amended ("ADA"), (i) with respect to the Premises; and (ii) with respect to the common areas of the Project where in the case of this clause (ii) such compliance has been brought about by: (A) any Tenant Improvements or Alterations to the Premises or to the common areas made by or on behalf of Tenant, whether by Landlord or otherwise, and [whether] performed [before or] after the Term Commencement Date; (B) requirements of Tenant's employees, or any changes to Tenant's use of the Premises; or (C) any architectural barriers caused by Tenant's installation of any equipment, fixtures, furniture, or other personal property in or about the Premises (items (i) and (ii) collectively, "Tenant's ADA Responsibilities"). Tenant shall indemnify, defend and hold Landlord, its agents and employees harmless from and against any and all claims, damages, or liabilities (including, without limitation, reasonable attorneys' fees and costs) arising directly or indirectly from Tenant's failure to satisfy any of Tenant's ADA Responsibilities. Landlord shall indemnify, defend and hold Tenant, its agents and employees harmless from and against any and all claims, damages or liabilities arising directly or indirectly from Landlord's failure to comply with any obligations of a landlord under the ADA, other than such claims, damages or liabilities arising from Tenant's failure to satisfy any of Tenant's ADA Responsibilities.

21.10 **Accessibility Disclosure**. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that as of the date of this Lease, the Premises has not undergone inspection by a "Certified Access Specialist" ("**CASp**") to determine whether the Premises meet all applicable construction-related accessibility standards under California Civil Code Section 55.53. Landlord hereby discloses pursuant to California Civil Code Section 1938 as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Landlord and Tenant hereby acknowledge and agree that in the event that Tenant elects to perform a CASp inspection of the Premises hereunder (the "**Inspection**"), such Inspection shall be (a) performed at Tenant's sole cost and expense, (b) limited to the Premises and (c) performed by a CASp who has been approved or designated by Landlord prior to the Inspection. Any Inspection must be performed in a manner which minimizes the disruption of business activities in the Building, and at a time reasonably approved by Landlord. Landlord reserves the right to be present during the Inspection. Tenant agrees to: (i) promptly provide to Landlord a copy of the report or certification prepared by the CASp inspector upon request (the "**Report**"), (ii) keep the information contained in the Report confidential, except to the extent required by Regulations, or to the extent disclosure is needed in order to complete any necessary modifications or improvements required to comply with all applicable accessibility standards under state or federal Regulations, as well as any other repairs, upgrades, improvements, modifications or alterations required by the Report or that may be otherwise required to comply with applicable Regulations or accessibility requirements (the "**Access Improvements**"). Tenant shall be solely responsible for the cost of Access Improvements to the Premises or the Building necessary to correct any such violations of construction-related accessibility standards identified by such Inspection as required by Regulations, which Access Improvements may, at Landlord's option, be performed in whole or in part by Landlord at Tenant's expense, payable as Additional Rent within ten (10) days following Landlord's demand.

21.11 **Force Majeure**. If performance by a party of any portion of this Lease is made impossible by any prevention, delay, or stoppage caused by strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes for those items, government actions, pandemics, epidemics, civil commotions, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention,

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delay, or stoppage is excused; provided, however, that nothing in this definition shall (a) permit Tenant to hold over in the Premises after the expiration or earlier termination hereof, or (b) excuse any of Tenant's monetary obligations or any of Tenant's obligations whose nonperformance would interfere with another occupant's use, occupancy or enjoyment of its premises or the Building or the Project.

21.12 **Signage.** Landlord, at Landlord's' sole cost and expense, shall provide Tenant with one (1) building standard suite entry door sign and (1) sign for each directory at the Building.

21.13 **Electronic Signatures.** This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. This Lease may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart, provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties. The parties acknowledge and agree that they intend to conduct this transaction by electronic means and that this Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, in addition to electronically produced signatures, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

21.14 **Contingent Lease:** The Premises are currently occupied by California Craft Brewers Association (the "Existing Tenant"). The effectiveness of this Lease is contingent upon Landlord executing a termination agreement with the Existing Tenant. In the event a termination agreement is not executed, Tenant shall have no further rights under the Lease and the Lease shall become null and void and Landlord shall return the Security Deposit and any other amounts paid by Tenant to Landlord immediately.

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EXHIBIT A

RULES AND REGULATIONS

This Exhibit is attached to and made a part of the Lease by and between **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization, ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

1. Driveways, sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways shall not be obstructed by tenants or used by tenants for any purpose other than for ingress to and egress from their respective premises. The driveways, sidewalks, halls, passages, exits, entrances, elevators and stairways are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building, the Project and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of such tenant's business unless such persons are engaged in illegal activities. No tenant, and no employees or invitees of any tenant, shall go upon the roof of any Building, except as authorized by Landlord. No tenant, and no employees or invitees of any tenant shall move any common area furniture without Landlord's consent.

2. No sign, placard, banner, picture, name, advertisement or notice, visible from the exterior of the Premises or the Building or the common areas of the Building shall be inscribed, painted, affixed, installed or otherwise displayed by Tenant either on its Premises or any part of the Building or Project without the prior written consent of Landlord in Landlord's sole and absolute discretion. Landlord shall have the right to remove any such sign, placard, banner, picture, name, advertisement, or notice without notice to and at the expense of Tenant, which were installed or displayed in violation of this rule. If Landlord shall have given such consent to Tenant at any time, whether before or after the execution of Tenant's Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of the Lease, and shall be deemed to relate only to the particular sign, placard, banner, picture, name, advertisement or notice so consented to by Landlord and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Landlord with respect to any other such sign, placard, banner, picture, name, advertisement or notice.

   All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person or vendor approved by Landlord and shall be removed by Tenant at the time of vacancy at Tenant's expense.

3. The directory of the Building or Project will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to charge for the use thereof and to exclude any other names therefrom.

4. No curtains, draperies, blinds, shutters, shades, screens or other coverings, awnings, hangings or decorations shall be attached to, hung or placed in, or used in connection with, any window or door on the Premises without the prior written consent of Landlord. In any event with the prior written consent of Landlord, all such items shall be installed inboard of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent or of a quality, type, design, and bulb color approved by Landlord. No articles shall be placed or kept on the window sills so as to be visible from the exterior of the Building. No articles shall be placed against glass partitions or doors which Landlord considers unsightly from outside Tenant's Premises.

5. Landlord reserves the right to exclude from the Building and the Project, between the hours of 6 p.m. and 8 a.m. and at all hours on Saturdays, Sundays and legal holidays, all persons who are not tenants or their accompanied guests in the Building. Each tenant shall be responsible for all persons for whom it allows to enter the Building or the Project and shall be liable to Landlord for all acts of such persons.

   Landlord and its agents shall not be liable for damages for any error concerning the admission to, or exclusion from, the Building or the Project of any person.

   During the continuance of any invasion, mob, riot, public excitement or other circumstance rendering such action advisable in Landlord's opinion, Landlord reserves the right (but shall not be obligated) to prevent access to the Building and the Project during the continuance of that event by any means it considers appropriate for the safety of tenants and protection of the Building, property in the Building and the Project.

6. All cleaning and janitorial services for the Building and the Premises shall be provided exclusively through Landlord. Except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Building for the purpose of cleaning the same. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness of its Premises. Landlord shall in no way be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to Tenant's property by the janitor or any other employee or any other person.

7. Tenant shall see that all doors of its Premises are closed and securely locked and must observe strict care and caution that all water faucets or water apparatus, coffee pots or other heat-generating devices are entirely shut off before Tenant or its employees leave the Premises, and that all utilities shall likewise be carefully shut off, so as to prevent waste or damage. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or Project or by Landlord for noncompliance with this rule. On multiple-tenancy floors, all tenants shall keep the door or doors to the Building corridors closed at all times except for ingress and egress.

8. Tenant shall not use any method of heating or air-conditioning other than that supplied by Landlord. As more specifically provided in Tenant's lease of the Premises, Tenant shall not waste electricity, water or air-conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air-conditioning, and shall refrain from attempting to adjust any controls other than room thermostats installed for Tenant's use.

9. Landlord will furnish Tenant free of charge with two keys to each door in the Premises. Landlord may make a reasonable charge for any additional keys, and Tenant shall not make or have made additional keys. Tenant shall not alter any lock or access device or install a new or additional lock or access device or bolt on any door of its Premises, without the prior written consent of Landlord. If Landlord shall give its consent, Tenant shall in each case furnish Landlord with a key for any such lock. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys for all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord therefor.

10. The restrooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown into them. The expense of any breakage, stoppage, or damage resulting from violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused the breakage, stoppage, or damage.

11. Tenant shall not use or keep in or on the Premises, the Building or the Project any kerosene, gasoline, or inflammable or combustible fluid or material.

12. Tenant shall not use, keep or permit to be used or kept in its Premises any foul or noxious gas or substance. Tenant shall not allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations or

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interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought or kept in or about the Premises, the Building, or the Project.

13. No cooking shall be done or permitted by any tenant on the Premises, except that use by the tenant of Underwriters' Laboratory (UL) approved equipment, refrigerators and microwave ovens may be used in the Premises for the preparation of coffee, tea, hot chocolate and similar beverages, storing and heating food for tenants and their employees shall be permitted. All uses must be in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations and the Lease.

14. Except with the prior written consent of Landlord, Tenant shall not sell, or permit the sale, at retail, of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise in or on the Premises, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, the business of stenography, typewriting or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises be used for the storage of merchandise or for manufacturing of any kind, or the business of a public barber shop, beauty parlor, nor shall the Premises be used for any illegal, improper, immoral or objectionable purpose, or any business or activity other than that specifically provided for in such Tenant's Lease. Tenant shall not accept hairstyling, barbering, shoeshine, nail, massage or similar services in the Premises or common areas except as authorized by Landlord.

15. If Tenant requires telegraphic, telephonic, telecommunications, data processing, burglar alarm or similar services, it shall first obtain, and comply with, Landlord's instructions in their installation. The cost of purchasing, installation and maintenance of such services shall be borne solely by Tenant.

16. Landlord will direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes and other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord.

17. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or any other device on the exterior walls or the roof of the Building, without Landlord's consent. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building, the Project or elsewhere.

18. Tenant shall not mark, or drive nails, screws or drill into the partitions, woodwork or drywall or in any way deface the Premises or any part thereof without Landlord's consent. Tenant may install nails and screws in areas of the Premises that have been identified for those purposes to Landlord by Tenant at the time those walls or partitions were installed in the Premises. Tenant shall not lay linoleum, tile, carpet or any other floor covering so that the same shall be affixed to the floor of its Premises in any manner except as approved in writing by Landlord. The expense of repairing any damage resulting from a violation of this rule or the removal of any floor covering shall be borne by the tenant by whom, or by whose contractors, employees or invitees, the damage shall have been caused.

19. No furniture, freight, equipment, materials, supplies, packages, merchandise or other property will be received in the Building or carried up or down the elevators except between such hours and in such elevators as shall be designated by Landlord.

    Tenant shall not place a load upon any floor of its Premises which exceeds the load per square foot which such floor was designed to carry or which is allowed by law. Landlord shall have the right to prescribe the weight, size and position of all safes, furniture or other heavy equipment brought into the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as determined by Landlord to be necessary to properly distribute the weight thereof. Landlord will not be responsible for loss of or damage to any such safe, equipment or property from any cause, and all damage done to the Building by moving or maintaining any such safe, equipment or other property shall be repaired at the expense of Tenant.

    Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Building shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord.

20. Tenant shall not install, maintain or operate upon its Premises any vending machine without the written consent of Landlord.

21. There shall not be used in any space, or in the public areas of the Project either by Tenant or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Landlord may approve. Tenants using hand trucks shall be required to use the freight elevator, or such elevator as Landlord shall designate. No other vehicles of any kind shall be brought by Tenant into or kept in or about its Premises.

22. Each tenant shall store all its trash and garbage within the interior of the Premises. Tenant shall not place in the trash boxes or receptacles any personal trash or any material that may not or cannot be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city, without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes and at such times as Landlord shall designate. If the Building has implemented a building-wide recycling program for tenants, Tenant shall use good faith efforts to participate in said program.

23. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building and the Project are prohibited and each tenant shall cooperate to prevent the same. No tenant shall make room-to-room solicitation of business from other tenants in the Building or the Project, without the written consent of Landlord.

24. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building and the Project.

25. Landlord reserves the right to exclude or expel from the Project any person who, in Landlord's judgment, is under the influence of alcohol or drugs or who commits any act in violation of any of these Rules and Regulations.

26. Without the prior written consent of Landlord, Tenant shall not use the name of the Building or the Project or any photograph or other likeness of the Building or the Project in connection with, or in promoting or advertising, Tenant's business except that Tenant may include the Building's or Project's name in Tenant's address.

27. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

28. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

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29. The requirements of Tenant will be attended to only upon appropriate application at the office of the Building by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employees of Landlord will admit any person (tenant or otherwise) to any office without specific instructions from Landlord.

30. Landlord reserves the right to designate the use of the parking spaces on the Project. Tenant or Tenant's guests shall park between designated parking lines only, and shall not occupy two parking spaces with one car. Parking spaces shall be for passenger vehicles only; no boats, trucks, trailers, recreational vehicles or other types of vehicles may be parked in the parking areas (except that trucks may be loaded and unloaded in designated loading areas). Vehicles in violation of the above shall be subject to tow-away, at vehicle owner's expense. Vehicles parked on the Project overnight without prior written consent of the Landlord shall be deemed abandoned and shall be subject to tow-away at vehicle owner's expense. No tenant of the Building shall park in visitor or reserved parking areas. Any tenant found parking in such designated visitor or reserved parking areas or unauthorized areas shall be subject to tow-away at vehicle owner's expense. The parking areas shall not be used to provide car wash, oil changes, detailing, automotive repair or other services unless otherwise approved or furnished by Landlord. Tenant will from time to time, upon the request of Landlord, supply Landlord with a list of license plate numbers of vehicles owned or operated by its employees or agents.

31. No smoking of any kind shall be permitted anywhere within the Building, including, without limitation, the Premises and those areas immediately adjacent to the entrances and exits to the Building, or any other area as Landlord elects. Smoking in the Project is only permitted in smoking areas identified by Landlord, which may be relocated from time to time.

32. If the Building furnishes common area conferences rooms for tenant usage, Landlord shall have the right to control each tenant's usage of the conference rooms, including limiting tenant usage so that the rooms are equally available to all tenants in the Building. Any common area amenities or facilities shall be provided from time to time at Landlord's discretion.

33. Tenant shall not swap or exchange building keys or cardkeys with other employees or tenants in the Building or the Project.

34. Tenant shall be responsible for the observance of all of the foregoing Rules and Regulations by Tenant's employees, agents, clients, customers, invitees and guests.

35. These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Project.

36. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all tenants of the Building.

37. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and the Project and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein stated and any additional rules and regulations which are adopted.

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EXHIBIT B

FLOOR PLAN

This Exhibit is attached to and made a part of the Lease by and between **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization, ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

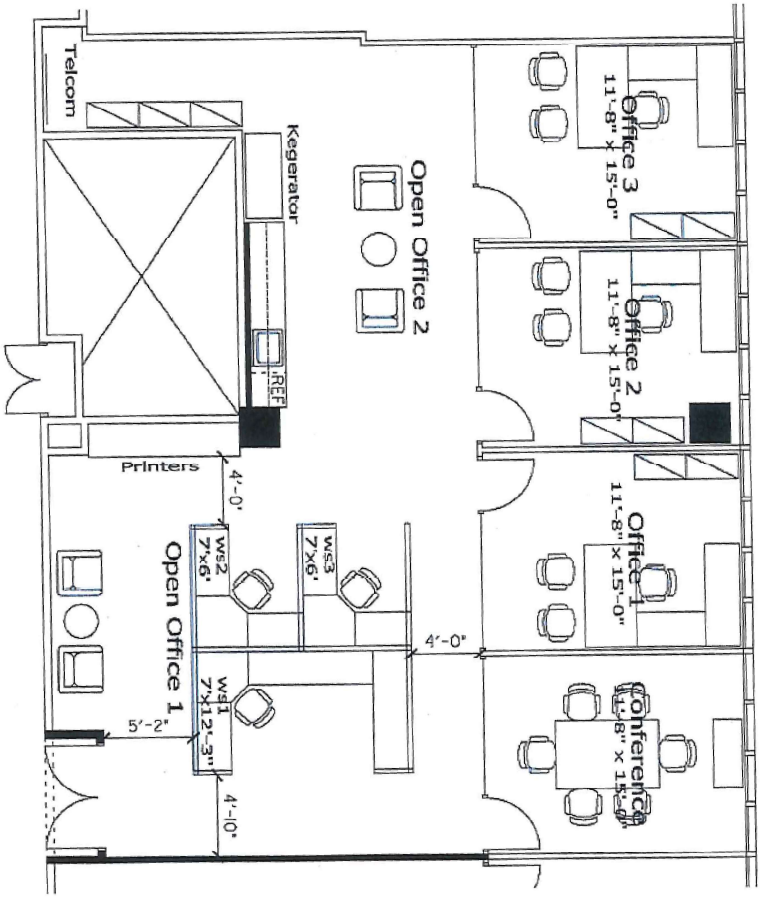

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EXHIBIT C

IMPROVEMENT AGREEMENT

This Exhibit is attached to and made a part of the Lease by and between **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization, ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

1. In consideration of the mutual covenants contained in the Lease of which this **Exhibit C** is a part, Landlord agrees to perform the following initial tenant improvement work in the Premises ("**Tenant Improvements**")**:**

Tenant Improvement shall be as-is based on the attached Exhibit A, with the following exceptions:

- New Building Standard Carpet in offices
- Touch-up paint throughout or re-paint entire suite up to three (3) colors using building Standard paint
- Suite re-key
- Building Standard Suite signage and elevator lobby directory signage shall be provided to Tenant. In addition, Tenant shall be added to digital directory located in the 1st floor lobby.
- Furniture is not included and purchase shall be a direct negotiation between Tenant and Existing Tenant.

2. All the Tenant Improvements described above shall be performed by Landlord at its cost and expense using Building Standard materials and in the Building Standard manner. As used herein, "Building Standard" shall mean the standards for a particular item selected from time to time by Landlord for the Building or such other standards as may be mutually agreed upon between Landlord and Tenant in writing.

3. Without limiting the "as-is" provisions of the Lease, Tenant accepts the Premises in its "as-is" condition and acknowledges that Landlord has no obligation to make any changes or improvements to the Premises or to pay any costs expended or to be expended in connection with any such changes or improvements, other than the Tenant Improvements specified in Paragraph 1 of this **Exhibit C**.

4. Tenant shall not perform any work in the Premises (including, without limitation, cabling, wiring, fixturization, painting, carpeting, replacements or repairs) except in accordance with Paragraphs 7.1 and 7.3 of the Lease.

5. Tenant acknowledges that the Tenant Improvements may be performed during business hours and may be disruptive to Tenant's business. Landlord will attempt to perform any disruptive work during non-business hours, however, in the event Landlord incurs additional costs of construction to accommodate Tenant's schedule, such costs shall be borne by Tenant.

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EXHIBIT D

INSURANCE

This Exhibit is attached to and made a part of the Lease by and between **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization, ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

Tenant's Insurance. Tenant shall, at Tenant's sole cost and expense, procure and keep in effect from the date of the Lease and at all times until the end of the Term, the following insurance coverage:

1. **Property Insurance.** Property/Business Interruption Insurance written on an All Risk or Special Cause of Loss Form, including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("**Tenant's Property**") and any Alterations (as defined in Paragraph 7.1 of the Lease) performed by or for the benefit of Tenant.

2. **Liability Insurance.** Commercial General Liability insurance written on an ISO CG 00 01 10 93 or equivalent form, on an occurrence basis, with a per occurrence limit of at least $2,000,000, and a minimum general aggregate limit of at least $3,000,000, covering bodily injury and property damage liability occurring in or about the Premises or arising out of the use and occupancy of the Premises or the Project by Tenant or any Tenant Party. Such insurance shall include contractual liability coverage insuring Tenant's indemnity obligations under this Lease, and shall be endorsed to name Landlord, any Holder of a Security Instrument and any other party specified by Landlord as an additional insured with regard to liability arising out of the ownership, maintenance or use of the Premises.

3. **Worker's Compensation and Employer's Liability Insurance.** (a) Worker's Compensation Insurance as required by any Regulation, and (b) Employer's Liability Insurance in amounts not less than $1,000,000 each accident for bodily injury by accident and for bodily injury by disease, and for each employee for bodily injury by disease.

4. **Commercial Auto Liability Insurance.** Commercial auto liability insurance with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Such insurance shall cover liability relating to any auto (including owned, hired and non-owned autos).

5. **Alterations Requirements.** In the event Tenant shall desire to perform any Alterations, Tenant shall deliver to Landlord, prior to commencing such Alterations (i) evidence satisfactory to Landlord that Tenant carries "Builder's Risk" insurance covering construction of such Alterations in an amount and form approved by Landlord, (ii) such other insurance as Landlord shall nondiscriminatorily require, and (iii) a lien and completion bond or other security in form and amount satisfactory to Landlord.

6. **General Insurance Requirements.** All Tenant's coverages described in this **Exhibit D** shall be endorsed to (i) provide Landlord with thirty (30) days' notice of cancellation or change in terms; (ii) waive all rights of subrogation by the insurance carrier against Landlord; and (iii) be primary and non-contributing with Landlord's insurance. If at any time during the Term the amount or coverage of insurance which Tenant is required to carry under this **Exhibit D** is, in Landlord's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises or if Tenant's use of the Premises should change with or without Landlord's consent, Landlord shall have the right to require Tenant to increase the amount or change the types of insurance coverage required under this **Exhibit D**. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated AVII or better in "Best's Insurance Guide" and authorized to do business in the State of California. Deductible amounts under all insurance policies required to be carried by Tenant under this Lease shall not exceed $10,000 per occurrence. Tenant shall deliver to Landlord on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expired policies, certified copies of Tenant's insurance policies, or a certificate evidencing the same issued by the insurer thereunder, and, if Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant under the Lease, procure the same for the account of Tenant, and the cost thereof (with interest thereon at the Default Rate) shall be paid to Landlord as Additional Rent.

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EXHIBIT E

ASBESTOS NOTIFICATION

This Exhibit is attached to and made a part of the Lease by and between **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization, ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

Sample Letter

[Date of Lease]

[Name of Tenant]

Re: **Asbestos Notification**
[Address of Building]
(the "Building)

Dear _____:

California law requires all owners of buildings constructed prior to 1979 to notify their tenants and requires relevant employers to notify their employees upon initial occupation and on an annual basis thereafter regarding their knowledge of the presence of any asbestos-containing construction materials ("ACM") within their buildings.

In this regard, a survey of the Buildings was conducted by an environmental consultant, _____, in which they walked through the Building, visually inspected it and bulk sampled cross-sections of certain building material identified as potentially containing asbestos. The bulk samples were analyzed for asbestos content employing and industry standard method, polarized light microscopy with dispersion staining. The laboratory results indicated that asbestiform minerals were found in the samples taken of _____.

The Environmental Protection Agency has found that as long as ACM remain undisturbed, exposure to airborne asbestos fibers is very unlikely and building occupants should not be subject to health hazards from these materials. All necessary safety precautions must be taken to ensure that any ACM that may be in the Building are not disturbed. Therefore, it is important that you conform to the provisions in your lease requiring that you obtain the landlord's permission before engaging in any kind of construction activity within the Building.

We are not physicians, scientists or industrial hygienists. Therefore, we have no special knowledge regarding the health effects of exposure to asbestos. However, it is common knowledge that exposure to asbestos may cause the development of certain diseases, including lung disease. If you have any particular questions regarding the health effects, you should contact qualified experts in the field.

The survey report prepared by _____ is available for your review and photocopying in the management office located at _____ during the hours _____ each business day. Please contact me if you should have any questions regarding this letter.

Sincerely,

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EXHIBIT F

PARKING RULES AND REGULATIONS

This Exhibit is attached to and made a part of the Lease by and between **PAC WEST OFFICE EQUITIES, LP,** a California limited partnership ("**Landlord**") and **HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS,** a California nonprofit organization, ("**Tenant**") for space in the Building located at 555 Capitol Mall, Sacramento, California.

1. Cars must be parked entirely within painted stall lines.

2. All directional signs and arrows must be observed.

3. All posted speed limits for the parking areas shall be observed. If no speed limit is posted for an area, the speed limit shall be five (5) miles per hour.

4. Parking is prohibited:

   (a) in areas not striped for parking;

   (b) in aisles;

   (c) where "no parking" signs are posted;

   (d) on ramps;

   (e) in cross hatched areas; and

   (f) in such other areas as may be designated by Landlord.

5. Handicap and visitor stalls shall be used only by handicapped persons or visitors, as applicable.

6. Parking stickers or any other device or form of identification supplied by Landlord from time to time (if any) shall remain the property of Landlord. Such parking identification device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any device may not be obliterated. Devices are not transferable and any device in possession of any unauthorized holder will be void. There will be a replacement charge payable by the parker and such parker's appropriate tenant equal to the amount posted from time to time by Landlord for loss of any magnetic parking card or any parking sticker.

7. Every parker is required to park and lock his or her own car. All responsibility for damage to cars or persons is assumed by the parker.

8. Loss or theft of parking identification devices must be reported to Landlord, and a report of such loss or theft must be filed by the parker at that time. Any parking identification devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen devices found by the parker must be reported to Landlord immediately to avoid confusion.

9. Parking spaces are for the express purpose of parking one automobile per space during Business Hours. Washing, waxing, cleaning, or servicing of any vehicle by the parker and/or such person's agents, vendors, contractors, and/or employees is prohibited. The parking areas shall not be used for overnight parking or for other storage for vehicles of any type. If a parker enters the parking area after 5:00 pm Monday through Friday or anytime on a weekend, unless otherwise indicated by Landlord, all spaces are unreserved and such parker may be charged additional fees for parking as determined by Landlord, and at Landlord's sole discretion.

10. Landlord reserves the right to refuse the issuance of parking identification or access devices to any tenant and/or such tenant's employees, agents, visitors or representatives who willfully refuse to comply with the Parking Rules and Regulations and/or all applicable governmental ordinances, laws, or agreements.

11. Tenant shall acquaint its employees, agents, visitors or representatives with the Parking Rules and Regulations, as they may be in effect from time to time.

12. Any monthly rental for parking shall be paid one month in advance prior to the first day of such month. Failure to do so will automatically cancel parking privileges, and a charge of the prevailing daily rate will be due. No deductions or allowances from the monthly rental for parking will be made for days a parker does not use the parking facilities. The monthly rental shall be subject to annual increase in Landlord's reasonable discretion, to keep the amount charged to Tenant consistent with market rates for parking in the parking facility of the Building.

13. Each parker shall pay a reasonable deposit for any parking card issued to such a person. Such deposit shall be paid at the time the parking card is issued and shall be forfeited if the parking card is lost. Such deposit shall be returned without interest, at the time such person ceases to utilize the parking facilities, upon surrender of the parking card. A reasonable replacement charge shall be paid to replace a lost card and an amount in excess of the initial deposit may be charged as the replacement fee.

14. Each parker shall be required to execute a separate Parking Agreement.

15. At any time, Landlord reserves the right, at its sole discretion, to change these Parking Rules and Regulations or alter the parking facilities in any way it deems necessary. Such changes may be completed in whole or in part, and may include, but shall not be limited to, reconfiguration, restriping, equipment installation, replacement and/or removal, and reconstruction.

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DocuSign

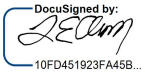
Certificate Of Completion

Envelope Id: D7F80B12993546518A75229E10572000
Status: Completed
Subject: Please DocuSign: Copy of HCCTS - WORKFLOW - Lease.pdf, HCCTS partially executed lease.pdf
Source Envelope:
Document Pages: 22
Signatures: 2
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Kevin Poage
555 Capitol Mall Ste 900
Sacramento, CA 95814-4606
kevinpoage@buzzoates.com
IP Address: 66.60.139.2

Record Tracking

Status: Original
6/10/2021 4:38:58 PM
Holder: Kevin Poage
kevinpoage@buzzoates.com
Location: DocuSign

Signer Events	Signature	Timestamp
Amy Lerseth amylerseth@buzzoates.com Executive Vice President Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 66.60.139.2	Sent: 6/10/2021 4:41:45 PM Viewed: 6/10/2021 4:50:50 PM Signed: 6/10/2021 4:51:36 PM
Electronic Record and Signature Disclosure: Accepted: 7/2/2019 1:28:21 PM ID: c6cd0975-7823-4425-85cf-ead1e59f0355		
Dan Corfee dcorfee@prefcap.com Managing Member Security Level: Email, Account Authentication (None)	DocuSigned by:  BFA63A339EF54C6... Signature Adoption: Pre-selected Style Using IP Address: 96.92.127.194	Sent: 6/10/2021 4:51:37 PM Viewed: 6/11/2021 8:30:07 AM Signed: 6/11/2021 8:30:15 AM
Electronic Record and Signature Disclosure: Accepted: 6/11/2021 8:30:07 AM ID: 96153cb5-cb24-40fa-85a7-2d721bfd02ff		
Larry Allbaugh larryallbaugh@buzzoates.com Investment Member Security Level: Email, Account Authentication (None)	DocuSigned by:  10FD451923FA45B... Signature Adoption: Drawn on Device Using IP Address: 174.208.106.115 Signed using mobile	Sent: 6/10/2021 4:51:37 PM Viewed: 6/10/2021 5:03:58 PM Signed: 6/10/2021 5:04:30 PM
Electronic Record and Signature Disclosure: Accepted: 6/10/2021 5:03:58 PM ID: 08eb072f-025b-4826-8746-1e37a13dc919		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

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Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/10/2021 4:41:45 PM
Certified Delivered	Security Checked	6/10/2021 5:03:58 PM
Signing Complete	Security Checked	6/10/2021 5:04:30 PM
Completed	Security Checked	6/11/2021 8:30:15 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Electronic Record and Signature Disclosure created on: 7/1/2019 4:31:26 PM
Parties agreed to: Amy Lerseth, Dan Corfee, Larry Allbaugh

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Buzz Oates Construction Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: courtneyoates@buzzoates.com

To advise Buzz Oates Construction Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at courtneyoates@buzzoates.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Buzz Oates Construction Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to courtneyoates@buzzoates.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Buzz Oates Construction Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to courtneyoates@buzzoates.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Buzz Oates Construction Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Buzz Oates Construction Inc during the course of your relationship with Buzz Oates Construction Inc.

049 - 2310 Fair Oaks Blvd Suite D.pdf

Addendum to Standard Commercial
Multi-Tenant Lease - Gross
2310 Fair Oaks Boulevard, Suite D
Sacramento, CA 95825

This Addendum to Lease Agreement (the "Lease") dated for reference purposes only, June 28, 2021, is entered into by and between Pavilions South, LLC ("Lessor") and Highlands Community Charter and Technical School ("Lessee") (jointly the "Parties").

RECITALS

- Parties entered into that certain Lease dated June 28, 2021 with respect to the premises described therein as approximately 3,172 square feet gross of retail commercial space addressed at 2310 Fair Oaks Boulevard, Suite D Sacramento, CA 95825 (the "Premises"), situated within the Pavilions South shopping center addressed at 2310 Fair Oaks Boulevard, Sacramento, CA 95825 (the "Shopping Center");

- **WHEREAS**, Lessor and Lessee are parties to each of the following agreements (collectively, the "Lease Agreements"), with respect to the Premises;
  - Standard Commercial Multi-Tenant Lease - Gross, dated June 28, 2021
  - This Addendum to Standard Commercial Multi-Tenant Lease - Gross, dated June 28, 2021
  - Exhibit A - Work to be Completed by Lessor
  - Exhibit B - Site Plan of Premises

- Lessee has verified the size, condition, location, layout, configuration of the Premises as suitable to conduct their Business;

- Terms "Landlord" shall be interchangeable with Lessor and "Tenant" shall be interchangeable Lessee;

- Lessee has separate lease agreements for 2310 Fair Oaks Boulevard, Suite C & C-2, Sacramento, CA 95825;

- Parties desire to amend the Lease as follows:

AGREEMENT

1. Initial Lease Term: FIVE (5) years;

   a. Lease Commencement Date: upon execution of Lease;
   b. Rent Commencement Date: September 1, 2021
   c. Lease Expiration Date: August 31, 2026;
   d. Early possession of Premises and possession of Unit C shall be upon execution of Lease;
   e. Lease extension(s) along with their terms & conditions by mutual agreement between Lessor and Lessee, made no less than SIXTY (60) days prior to Lease Expiration Date;

2. The Gross Rent (the "Rent"), shall be as per the following Rent Schedule:

July 2021 - August 2021
- Months 1-2: WAIVED
- Months 3 - 12: $7,930/mo gross September 2021- August 2022
- Months 13-24: $7,960.25/mo gross September 2022 - August 2023
- Months 25-36: $8,376.58/mo gross September 2023 - August 2024
- Months 37-48: $8,813.72/mo gross September 2024 - August2025
- Months 49-60: $9,272.72/mo gross September2025 - August 2026

Lessor shall pay for all NNN and CAM charges (including Shopping Center's property taxes, property insurance, maintenance, landscaping, cleaning, etc)

3. Rent is due on the 1st of each month, and a late fee of 5% of the Rent shall be assessed if Rent is not received at Western Management Co. office by the 10th of each month, located at 1025 9th Street Suite 205, Sacramento, CA 95814;

   a. Rent checks shall be made payable to **Pavilions South, LLC.**

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4. Amount due upon execution of Lease: WAIVED;

    a. SUMMARIZED AS FOLLOWS: First month's pro-rated Rent (September 1-30, 2021) in the amount of WAIVED (this First Month's Rent of $5,000 shall be due on or before September 1, 2021) plus Security Deposit in the amount of WAIVED;

5. Premises shall be used for private fitness center for Lessee' employees and students (the "Business");

6. Lessee is responsible for any and all common and separate utility meters, which include but are not limited to electricity, water, wastewater, sewer, gas, and garbage. Utility billing for meters that are not separately metered and thus mailed to Lessor or its agent, shall be pro-rated accordingly by management company, which are then to be reimbursed by Lessee;

7. Lessor will be delivering the Premises on an As-Is condition, except as provided in Exhibit A, and Lessee will have fully inspected the Premises prior to signing the Lease and Addendum;

    a. Lessee, at his sole cost and expense, will do any and all Lessee's improvements, but must first seek Lessor's written consent for any such improvements, and any Lessee's improvements shall not be unreasonably withheld;

8. Commencing on the Lease Commencement Date, Lessee, at his sole expense, shall provide and maintain at all times required insurance, naming Lessor as additional insured

9. Lessee is fully responsible for their own interior janitorial services, comprehensive liability insurance (naming Lessor as additional insured), security measures/devices, and telephone, internet & computer/data wire installation and services;

10. In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration. The place of arbitration shall be Sacramento, CA. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction;

11. There have been no other oral or written representations or warranties other than what is set forth in the Lease, Addendum(s), and any exhibit(s).

AGREED AND ACCEPTED:

LESSOR
Pavilions South, LLC

_____ 7/3/21
[agent] **Date**

LESSEE

_____ 7/3/2021
Murdock Smith **Date**
Highlands Community Charter and Technical School

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EXHIBIT A
Work to be Completed by Lessor
2310 Fair Oaks Boulevard, Suite D
Sacramento, CA 95825 (the "Premises)

- Provide opening between Suite C-2 and Premises (Suite D)
- Repair all interior walls for a finished surface then prep and prime interior walls of Premises.
- Remove checkered floor tiles. Prep and seal concrete floors to receive finished flooring (to be provided by Lessee).
- Repair drop ceiling and install new ceiling tiles, where needed.
- Provide rod iron fence and gate on the exterior adjacent to Premises to create an enclosed outdoor fitness and recreation area (the "Outdoor Premises")
- Provide double door opening to Outdoor Premises
- All lighting, electrical outlets, electrical and plumbing system will be in good, operable condition
- Provide HVAC system. HVAC to be guaranteed by Lessor for a period of six (6) months from Lease Commencement Date.

*No other work is required of the Lessor, his agents, or staff. All other work shall be done by Lessee at their sole cost and expense.

AGREED AND ACCEPTED:

LESSOR
Pavilions South, LLC

_____ _____
[agent] Date

LESSEE
Highlands Community Charter and
Technical School

_____ _____
Murdock Smith Date

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AIR COMMERCIAL REAL ESTATE ASSOCIATION

STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties:** This Lease (**"Lease"**), dated for reference purposes only June 28, 2021, is made by and between Pavilions South, LLC ("Lessor") and Highlands Community Charter and Technical School ("Lessee"), (collectively the **"Parties"**, or individually a **"Party"**).

1.2(a) **Premises:** That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 2310 Fair Oaks Boulevard, Suites D, located in the City of Sacramento, County of Sacramento, State of California, with zip code 95825, as outlined on Exhibit _____ attached hereto (**"Premises"**) and generally described as (describe briefly the nature of the Premises): 3,172 square feet of retail commercial space at the Pavilions South shopping center, addressed as 2310 Fair Oaks Blvd, Suites D, Sacramento, CA 95825.
In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises (**"Building"**)and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the **"Project."** (See also Paragraph 2)

1.2(b) **Parking**: n/a unreserved vehicle parking spaces . (See also Paragraph 2.6)

1.3 **Term**: FIVE (5) years and ZERO (0) months ("Original Term") commencing upon execution of Lease Agreements **("Commencement Date")** and ending August 31, 2026 **("Expiration Date")**. (See also Paragraph 3)

1.4 **Early Possession**: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon execution of Lease Agreements **("Early Possessin Date")**. (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent**: $ 7,930 per month **("Base Rent")**, payable on the first (1st) day of each month commencing September 1, 2021 . (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph see Paragraph 2 of Addendum

1.6 **Lessee's Share of Common Area Operating Expenses**: N/A percent N/A % (**"Lessee's Share"**). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution**:

(a) **Base Rent** : $ _____ for the period _____ .

(b) **Common Area Operating Expenses**: N/A for the period _____ .

(c) **Security Deposit**: $ WAIVED **("Security Deposit")**.

(d) **Other**: $ N/A for N/A .

(e) **Total Due Upon Execution of this Lease**: $ No amount due at this time see Paragraphs 1 & 4 of Addendum

1.8 **Agreed Use**: private fitness center for Lessee's employees and students (the "Business") . (See also Paragraph 6)

1.9 **Insuring Party**. Lessor is the **"Insuring Party"**. (See also Paragraph 8)

1.10 **Real Estate Brokers**: (See also Paragraph 15 and 25)

(a) **Representation**: The following real estate brokers (the **"Brokers"**) and brokerage relationships exist in this transaction (check applicable boxes):

☐ _____ represents Lessor exclusively (**"Lessor's Broker"**);

☐ _____ represents Lessee exclusively (**"Lessee's Broker"**); or

☐ _____ represents both Lessor and Lessee (**"Dual Agency"**).

(b) **Payment to Brokers**: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers the fee agreed to in the attached separate written agreement or if no such agreement is attached, the sum of _____ or _____ % of the total Base Rent payable for the Original Term, the sum of _____ or _____ of the total Base Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and/or the sum of _____ or _____ % of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.

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1.11 **Guarantor**. The obligations of the Lessee under this Lease are to be guaranteed by Murdock Smith ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments**. Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 1-11

☒ a site plan depicting the Premises;
☐ a site plan depicting the Project;
☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☒ other (specify): Exhibit A: Work to be Completed by Lessor

2. **Premises**.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease**.

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date (**"Applicable Requirements"**). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building (**"Capital Expenditure"**), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with

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Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term**.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its

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obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent**.

4.1. **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Common Area Operating Expenses"**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) The following costs relating to the ownership and operation of the Project are defined as -**"Common Area Operating Expenses"** :

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately ~~metered.~~

(iii) The cost of trash disposal, pest control services, property management, security services, owner's association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit**. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the

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extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use**.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense,comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the

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then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's **"Lender"** (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations**.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed

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plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity**.

8.1 **Payment of Premium Increases**.

(a) As used herein, the term **"Insurance Cost Increase"** is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), (**"Required Insurance"**), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The **"Base Premium"** shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in

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lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a "Waiver of Subrogation" endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction**.

9.1 **Definitions**.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or

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destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes**.

10.1 **Definitions**.

(a) **"Real Property Taxes."** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by

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reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term **"Base Real Property Taxes"** shall be the amount of Real Property Taxes, which are assessed against the Premises, Building, Project or Common Areas in the calendar year during which the Lease is executed. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services**. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting**.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

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(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies**.

13.1 **Default; Breach**. A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had

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been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture**. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation**. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees**.

15.1 **Additional Commission**. If a separate brokerage fee agreement is attached then in addition to the payments owed pursuant to

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Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule attached to such brokerage fee agreement.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates**.

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor**. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability**. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days**. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability**. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence**. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer**. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices**.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax

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INITIALS INITIALS

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machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers**.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship**.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover**. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies**. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement**. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law**. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance**.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Devise to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations,

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except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees**. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs**. Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions**. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs**. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger**. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents**. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor**.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association,.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options**. If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition**. **"Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii)

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during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures**. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations**. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest**. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority**.; **Multiple Parties; Execution**.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict**. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer**. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments**. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial**. **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT**.

48. **Arbitration of Disputes**. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

49. **Americans with Disabilities Act**. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

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The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____	Executed: _____
On: _____, _____	On: _____, _____
By LESSOR:	**By LESSEE:**
_____	_____
_____	_____
By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
_____	_____
By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
_____	_____
Address: _____	Address: _____
_____	_____
_____	_____
Telephone:( ) _____	Telephone:( ) _____
Facsimile:( ) _____	Facsimile:( ) _____
Email: _____	Email: _____
Email: _____	Email: _____
Federal ID No. _____	Federal ID No. _____
BROKER:	**BROKER:**
_____	_____
_____	_____
Att: _____	Att: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Telephone:( ) _____	Telephone:( ) _____
Facsimile:( ) _____	Facsimile:( ) _____
Email: _____	Email: _____
Federal ID No. _____	Federal ID No. _____
Broker/Agent DRE License #: _____	Broker/Agent DRE License #: _____
_____	_____
_____	_____

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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From: Melissa Roberson <melissa.roberson@hccts.org>
Sent time: 02/20/2026 01:14:04 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 062 - 5411 Luce Ave Building 242 (Inactive 04.17.25).pdf 061 - 10121 Westminster Ave (Inactive 08.15.25).pdf 065 - 4813 El Camino Ave Suites A & B (Inactive 11.30.24).pdf 067 - 901 Arden Way.pdf 068 - 2260 Boxwood St.pdf 069 - 328 W 3rd St (Inactive 12.06.25).pdf 070 - 431 Hayes Avenue.pdf 071 - 1050 Fulton Ave #110 Bach Viet Attendance (Inactive 06.28.24).pdf 071 - 1050 Fulton Ave, Suite 150.pdf

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---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:43 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
>
> Project Manager
>
> Twin Rivers Unified School District
>
> 5115 Dudley Boulevard
>
> McClellan, CA 95652
>
> Tel 916-566-1600 ext. 31252
>
> Fax 916-566-3590

--

Melissa Roberson | Director of Accountability & Assessment
a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure.

--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 23, 2024

Via Electronic Mail

Pat Keller
4813 El Camino Ave, Suite A & B
Carmichael, CA 95608

Pat Keller

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Lease Agreement that was executed on September 1, 2022. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is November 30, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at bill.mcguire@hccts.org.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

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LEASE EXTENSION AGREEMENT

Date of Amendment: 04/03/2024
Landlord/Lessor: Pat Keller
Tenant/Lessee: Highlands Community Charter and Technical School

Property Address: 4813 El Camino Ave, Suites A &B
City, State, ZIP Code: Carmichael, CA 95608

Lease Start Date: 04/03/2024

The parties agree that the aforementioned lease extension agreement shall be **Month to Month**.

Monthly rent shall remain the same ($2000.00 a month) along with all other terms and conditions.

Landlord/Lessor Signature: [signature]

Date: 4/3/2024

Print Name: JOHN PATRICK KELLER

Tenant/Lessee Signature: [signature]

Date: 4.03.2024

Print Name: Murdock Smith

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CALIFORNIA ASSOCIATION OF REALTORS®

COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL)

Date (For reference only): 8/30/2022

_____ ("Landlord") and _____ ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 4813 EL CAMINO AVE, SUITES A & B, CARMICHAEL CA. 95608 ("Premises"), which comprise approximately _____ % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.

2. **TERM:** The term begins on (date) SEPTEMBER 1, 2022 ("Commencement Date"), **(Check A or B):**
   - ☒ **A. Lease:** and shall terminate on (date) AUGUST 31, 2023 at 5:00 ☐ AM ☒ PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
   - ☐ **B. Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
   - ☐ **C. RENEWAL OR EXTENSION TERMS:** See attached addendum _____.

3. **BASE RENT:**
   A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY:)
   - ☒ **(1)** $ 2000.00 per month, for the term of the agreement.
   - ☐ **(2)** $ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
   - ☐ **(3)** $ _____ per month for the period commencing _____ and ending _____ and
     $ _____ per month for the period commencing _____ and ending _____ and
     $ _____ per month for the period commencing _____ and ending _____.
   - ☐ **(4)** In accordance with the attached rent schedule.
   - ☐ **(5)** Other: _____.

   B. Base Rent is payable in advance on the **1st (or ☐ _____) day** of each calendar month, and is delinquent on the next day.
   C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**
   A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
   B. Payment: Rent shall be paid to (Name) PAT KELLER at (address) 5907 HAVEN WAY, CARMICHAEL, CA 95608, or at any other location specified by Landlord in writing to Tenant.
   C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____. If Tenant is in possession prior to the Commencement Date, during this time **(i)** Tenant is not obligated to pay Base Rent, and **(ii)** Tenant ☐ is ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**
   A. Tenant agrees to pay Landlord $ 2000.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
   B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** broom clean the Premises, if necessary, upon termination of tenancy; and **(iv)** cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: **(i)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and **(ii)** return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
   C. No interest will be paid on security deposit, unless required by local ordinance.

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CL REVISED 10/01 (PAGE 1 of 6)

Landlord's Initials (JPL) (_____)
Tenant's Initials (_____) (_____)
Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Agent: Fax:
Broker:

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Premises: 4813 EL CAMINO AVE, SUITES A&B, CARMICHAEL, CA. 95608 Date 8/30/2022

7. PAYMENTS:

		TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A.	Rent: From ____ (Date) To ____ (Date)	$	$	$	
B.	Security Deposit	$	$	$	
C.	Other: ____ (Category)	$	$	$	
D.	Other: ____ (Category)	$	$	$	
E.	**Total:**	$	$	$	

8. PARKING: Tenant is entitled to PARKING LOT unreserved and ____ reserved vehicle parking spaces. The right to parking ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional $ ____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows: ____. The right to additional storage space ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional $ ____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, $ ____ as late charge, plus 10% interest per annum on the delinquent amount and $25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: TENANT COMPLETEING INTERIOR RENOVATIONS AFTER LEASE IS EXECUTED Items listed as exceptions shall be dealt with in the following manner: ____

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant HIGHLANDS COMMUNITY CHARTER SCHOOL

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. ____

OR B. ☒ **(If checked)** Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as OFFICE AND EDUCATIONAL. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant **OR** ☒ **(If checked, Landlord)** shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord **OR** ☐ **(If checked, Tenant)** shall maintain the roof, foundation, exterior walls, common areas and EXTERIOR GROUNDS

Landlord's Initials (JPL) (____)
Tenant's Initials (____) (____)

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Reviewed by JPL Date ____

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Premises: 4813 EL CAMINO AVE, SUITES A & B, CARMICHAEL, CA 95608 Date 8/30/2022

18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☐ _____) day period preceding the termination of the agreement.
22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within **60 (or** ☐ _____ **) calendar days** after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: **(i)** give Landlord all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate Premises and surrender it to Landlord empty of all persons and personal property; **(iii)** vacate all parking and storage spaces; **(iv)** deliver Premises to Landlord in the same condition as referenced in paragraph 11; **(v)** clean Premises; **(vi)** give written notice to Landlord of Tenant's forwarding address; and **(vii)** _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: **(i)** the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; **(ii)** the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and **(iii)** the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by relenting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than $ _____ . Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least $ _____, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (JMK) (_____)
Tenant's Initials (_____) (_____)
Reviewed by _____ Date _____

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Premises: 4813 EL CAMINO AVE, SUITES A&B, SACRAMENTO CA 95608 Date 8/30/2022

30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: **(i)** shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and **(ii)** may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: **(i)** before occupancy begins, upon disapproval of the credit report(s); or **(ii)** at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
34. **DISPUTE RESOLUTION:**
    A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
    B. **ARBITRATION OF DISPUTES: (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.**
    (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from Mediation and Arbitration hereunder: **(i)** a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; **(ii)** an unlawful detainer action; **(iii)** the filing or enforcement of a mechanic's lien; **(iv)** any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and **(v)** an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
    (3) BROKERS: Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials JPM / _____ Tenant's Initials _____ / _____

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Landlord's Initials (JPM) (_____)
Tenant's Initials (_____) (_____)
Reviewed by _____ Date _____

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Premises: 4813 EL CAMINO AVE. SUITES A&B, CARMICHAEL CA 95608 Date 8/30/2022

35. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.
36. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: _____ Tenant: _____

Notice is deemed effective upon the earliest of the following: **(i)** personal receipt by either party or their agent; **(ii)** written acknowledgement of notice; or **(iii)** 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
38. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.
39. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** _____

LANDLORD PAYS: ELECTRIC, GAS, WATER, SEWER AND GARBAGE

LANDLORD DOES NOT PROVIDE ANY COMMUNICATIONS SERVICE (IE. INTERNET OR PHONE)

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA)

40. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.
41. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
42. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.
43. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent: _____ (Print Firm Name) is the agent of (check one):
☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.
Selling Agent: _____ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one): ☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (TPK) ( )
Tenant's Initials ( ) ( )
Reviewed by _____ Date _____

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EQUAL HOUSING OPPORTUNITY

Premises: 4813 EL CAMINO AVE, SUITES A & B, CARMICHAEL, CA 95608 Date 8/30/2022

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant HIGHLANDS COMMUNITY CHARTER SCHOOL Date 8/30/2022

(Print Name)
Address 1333 GRAND AVE City SACRAMENTO State CA Zip 95838

Tenant _____ Date _____

(Print Name)
Address _____ City _____ State _____ Zip _____

Landlord PAT KELLER Date 8/30/2022
(owner or agent with authority to enter into this agreement)
Address 5407 ARDEN WAY City CARMICHAEL State CA Zip 95608

Landlord _____ Date _____
(owner or agent with authority to enter into this agreement)
Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
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Reviewed by _____ Date _____

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

May 10, 2024

Via Electronic Mail

Mel Demoff
Bach Viet Association, Inc.
1050 Fulton Ave., Suite 110
Sacramento, CA 95825

Mr. Demoff,

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Memorandum of Understanding (MOU) that was executed on July 1, 2023 for the site located at 1050 Fulton Ave., Suite 110, Sacramento, CA 95825. Pursuant to Section 8 of the MOU, we regretfully inform you that we wish to terminate the MOU in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is Friday, June 28, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the MOU.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at mayra.valdivia@hccts.org.

Thank you,

MAYRA VALDIVIA
Acting Executive Director
Highlands Community Charter School

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071

MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
BACH VIET ASSOCIATION, INC.

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Bach Viet Association, Inc., a non-profit organization organized and existing under the laws of the State of California (hereinafter "BVA").

I. RECITALS

WHEREAS, HIGHLANDS and BVA desire to enter into this MOU to document the arrangement and agreement between parties regarding BVA' referral of students to HIGHLANDS during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and BVA hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and BVA agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and BVA while attending classes at BVA.

2. Student Qualifications.

Students must meet the following conditions for enrollment with HIGHLANDS:
A. They must not possess a U.S. High School Diploma

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B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act)
C. They must be a resident of California

3. Term

The term of this MOU shall be for one year, commencing on July 1, 2023 and ending on June 30, 2024. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations.

HIGHLANDS shall pay a monthly payment for student attendance calculated at $3.00 per hour for each qualified and properly enrolled student who attends classes at 1050 Fulton Ave., Suite 110, Sacramento, CA 95825 location. BVA agrees to maintain attendance records utilizing PowerSchool student information system. Further, BVA shall assist and support HIGHLANDS in the administration of the California Student Assessment System (CASAS) and other assessments required, or necessary to monitor student progress.
BVA shall prepare a monthly invoice for the educational services provided. This invoice shall be compared to submitted attendance records submitted by BVA and paid within 30 days of receipt and approval of invoice.

5. Instruction.

All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS' staff 10 school days prior to the 1st day of classes at the site.
Any and all staff teaching HIGHLANDS' students must meet with HIGHLANDS' Credentialing Specialist prior to classroom instruction to ensure proper credentialing is in place.

6. Marketing.

HIGHLANDS and BVA will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and BVA.

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7. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, BVA, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the BVA' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by BVA, in or about the site; BVA' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of BVA, HIGHLANDS, shall indemnify, hold harmless, and defend BVA, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against BVA, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, BVA from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend BVA and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

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8. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

9. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

BVA: Mel Demoff
Bach Viet Association, Inc.
1050 Fulton Ave., Suite 110
Sacramento, CA 95825
Attention: Executive Director

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

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11. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. Entire Agreement of Parties

This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

13. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

14. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

16. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as

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evidence of the interpretation hereof, or of the intention of the parties hereto.

18. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

19. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

20. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

21. Dispute Resolution.

In the event of any dispute between HIGHLANDS and BVA regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the BVA' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 10.27.23

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 10/27/23

Mel Demoff, Executive Director
Bach Viet Association

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

November 06, 2025

Via Electronic Mail

Lopez Properties
141 South A Street, Suite 106
Oxnard, CA 93030

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Lease Agreement that was executed on December 01, 2022 for 328 West Third Street, Oxnard, CA 93036. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is December 06, 2025.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at jonathan.raymond@hccts.org.

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

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***PREMISES**: 328 West Third Street, Oxnard, CA 93036*
PROPERTIES

LOPEZ

141 S. A St., Oxnard, CA 93036
milopezproperties@gmail.com

COMMERCIAL LEASE AGREEMENT

THIS LEASE, dated DECEMBER 1, 2022, is between Lopez Properties, hereinafter called "LANDLORD", Murdock Smith, also known as, HIGHLANDS COMMUNITY CHARTER SCHOOL, as "TENANT."

1. PROPERTY LEASED. LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD the property, hereinafter called "Premises", located in the County of Ventura, State of California described as follows: **Lopez Building at 328 West Third Street in Oxnard, California, 93030**. A single private restroom is included and men's and women's restrooms are shared with other building tenants. The front northwest window section will be retained for use by Lopez Properties as a community display.

2. TERM. The term of this lease shall be for a period of three years, commencing December 1, 2022 and continuing thereafter until November 30, 2025.

3. RENT. In consideration for the use and occupancy of the premises, TENANT agrees to pay LANDLORD rent payable in monthly payments of $4,500.00, hereinafter referred to as BASE RENT. Rent may be mailed or hand-delivered to Lopez Properties at 141 South A Street, Suite 106 in Oxnard, California and shall be due and payable on the 1st day of each month. Alternatively, rent may be deposited via Zelle with the following information: Name - Lopez Properties, Email - milopezproperties@gmail.com. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted by increasing 5%, plus any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for all urban consumers (CPI) for Oxnard, California or a maximum of 10% increase - whichever is less. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to the Base Rent shall be based on an alternate index that most closely reflects the CPI.

4. LATE FEES, INTEREST, NSF CHECKS. TENANT acknowledges that either late payment of Rent or issuances of a NSF check may cause LANDLORD to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to processing, enforcement and accounting expenses, and late charges imposed on LANDLORD. In the event that TENANT shall be more than five (5) days late in the payment of the monthly rent to LANDLORD, then TENANT shall be charged the extra sum of $225.00 (5% of Base Rent,) plus 10% interest per annum on the delinquent amount as a late fee. If a check is returned NSF (Insufficient Funds), TENANT shall pay an additional $35.00 NSF Fee. Fees shall be deemed additional rent and shall be paid with the current installment of Rent. LANDLORD and TENANT agree that these charges represent a fair and reasonable estimate of the costs LANDLORD may incur by reason of TENANT's late or NSF payment. LANDLORD's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of TENANT. LANDLORD's right to collect a Late Charge of NSF fee shall not be deemed an extension of the date Rent is due, or prevent LANDLORD from exercising any other rights and remedies under this agreement, and as provided by law.

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5. SECURITY DEPOSIT. TENANT will deposit $6750.00 (1.5 times Base Rent) with LANDLORD as security for the full and faithful performance of each term, provision, covenants and conditions of this agreement upon signing of the lease. Upon increase in Base Rent during the term of this agreement, TENANT agrees to increase security deposit by the same proportion as the increase in Base Rent. If TENANT, defaults in respect to any of the terms, covenants provisions, and conditions of this agreement, including but not limited to the payment of rent, to repair damages to the premises caused by the TENANT upon termination of tenancy, LANDLORD may use, apply or retain the whole or any part of this security for payment of any or all of above such mentioned specific purpose. Any remaining portion of such deposit shall be returned to TENANT no later than 21 days after termination of TENANTS' final tenancy or holdover. Final tenancy includes vacating the premises and returning the keys. **The Security Deposit shall not be used by TENANT in lieu of payment of the last month's rent.**

6. OPTION. Upon the termination of this three year lease, TENANT shall have the right to renew for an additional three years at the adjusted Base Rent, provided that TENANT, notify LANDLORD in writing of an election to lease no less than thirty (30) days before the natural expiration of the immediately previous leasehold term. TENANTS' failure to do so timely, shall result in forfeiture of TENANTS' option hereunder. Increase in rent will continue pursuant to section three.

7. USE. The Premises shall be used for professional office use and adult charter school use only. TENANT accepts the Premises subject to all local, state and federal laws, regulations and ordinances. LANDLORD makes no representation or warranty that Premises are now or in the future will be suitable for TENANT'S use. TENANT has made its own investigation regarding all applicable laws. TENANT has fully examined the Premises and is fully aware of their condition. TENANT acknowledges, after fully examining the Premises, that they are suitable for their intended use. LANDLORD agreed to remove furniture, items and clean the Premises, and to ensure the plumbing is working in the private restroom. TENANT acknowledges that LANDLORD has no specific knowledge of other needs of TENANT for the agreed use of the Premises, that no other specific representation has been made by LANDLORD and that LANDLORD has not agreed to make other changes. TENANT assumes the risk that the premises are suitable for their intended use as such Premises exists upon taking possession thereof.

8. ALTERATIONS. TENANT shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without LANDLORD'S prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. TENANT shall give LANDLORD advance notice of the commencement date of any planned alterations, and requires a lien release from any contractor performing work on the Premises. Any alterations required by Law as a result of TENANT's use shall be TENANT's responsibility. TENANT will install at their cost with approval of the LANDLORD: new Luxury Vinyl Flooring downstairs, updated private bathroom fixtures, and a back door. With prior LANDLORD approval, the TENANT, at their cost, may update the upstairs fan/lighting and painting drywall. Any lighting removed, must be held in protective wrap in the upstairs on-site storage. No alterations will be allowed for wood stairs or wood floors on the second floor. TENANT with

DS DS

LANDLORD's Initials (_____) (_____)
TENANT's Intitials (_____) (_____)

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LANDLORD approval will install partition for LANDLORD window display in the Northwest windows at LANDLORD's expense.

9. ADDITIONAL STORAGE. Storage is permitted as follows: the upstairs storage will be shared between the LANDLORD and TENANT. TENANT shall store only personal property that TENANT owns, and shall not store property that is claimed by another, or in which another has any right title or interest. TENANT shall not store any improperly packaged food or perishable goods, flammable materials, explosives or other dangerous or hazardous material. TENANT shall pay and be responsible for the clean-up of any contamination caused by TENANT's use of the storage area.

10. HOLD HARMLESS. LANDLORD shall not be liable for, and TENANT agrees to hold LANDLORD harmless from any loss, damage, liability or expenses incurred, suffered or claimed by any person or persons, except LANDLORD or his agents, and caused by reason of any negligence on the part of TENANT in the use of the real property hereby leased and demised.

11. INSURANCE. TENANT's personal property, fixtures, equipment, inventory and vehicles are not insured by LANDLORD against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. TENANT is to carry TENANT's own property insurance to protect TENANT from any such loss. In addition, TENANT shall carry liability insurance in an amount of not less than $2,000,000. TENANT's liability insurance shall name LANDLORD as additional insured. TENANT, upon LANDLORD's request shall provide LANDLORD with a certificate of insurance establishing TENANT's compliance. TENANT is advised to carry business interruption insurance in an amount at least sufficient to cover TENANT's complete rental obligation to LANDLORD. TENANT releases LANDLORD and waives rights to subrogation against LANDLORD for loss or damage covered by insurance.

12. DAMAGE TO PREMISES. If, by no fault of TENANT, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, LANDLORD shall have the right to restore the Premises by repair or rebuilding. If LANDLORD elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect, If LANDLORD is unable to restore the Premises within this time, or if LANDLORD elects not to restore, then either LANDLORD or TENANT may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, the Rent shall be reduced based on the extent to which the damage interferes with TENANT's reasonable use of Premises. If damage occurs as a result of an act of TENANT's or TENANT's guests, only LANDLORD shall have the right of termination, and reduction in Rent shall be made.

13. HAZARDOUS MATERIALS. TENANT shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, TENANT is permitted to make use of such materials that are required to be used in the normal course of TENANT's business provided that TENANT complies with all applicable Laws related to the hazardous materials. TENANT is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by TENANT.

LANDLORD's Initials (_____) (_____)
TENANT's Intitials (_____) (_____)

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14. COMPLIANCE WITH LAW. TENANT shall not do or suffer anything to be done whereby the land or premises may be encumbered by a mechanic's lien. If a mechanic's lien is filed against the land/premises purporting to be for labor or materials furnished or to be furnished to TENANT, TENANT shall cause to be discharged the same from record within ten days after the date of filing.

15. DEFAULT. In case the TENANT fails or omits to pay the rental required to be made hereunder or fail or omit to perform any of the covenants or conditions herein contained, the term of this lease shall expire forthwith at the election of the LANDLORD, in the same manner and to the same effect as if such were the date originally fixed herein for the expiration of the term. In case of any such default by TENANT, as aforesaid, or in the event TENANT moves out or vacates or abandons said real property hereby leased and demised, LANDLORD, may at LANDLORD'S option and without notice or process of law, re-enter and take possession or said demised real property and have TENANT property removed therefrom and place in storage in a public warehouse at the expense and risk of TENANT. At LANDLORD'S option, they may terminate this lease and/or may lease said demised premises or any part thereof as the agent of TENANT shall be liable for amounts equal to the several installments of rent as they would under the terms of the lease become due, less such amounts, if any, actually received by the LANDLORD and credited to the account of rental as aforesaid. LANDLORD shall not at any time be deemed to have terminated this lease by retaking possession of the demised premises hereby leased unless notice in writing thereof be served on TENANT. All remedies herein provided shall be cumulative and in addition to all other remedies allowed by law.

16. TENANT REPRESENTATIONS; CREDIT: TENANT warrants that all statements in TENANT's financial documents and rental application are accurate. TENANT authorizes LANDLORD to obtain TENANT's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. LANDLORD may cancel this agreement: (1) before occupancy begins, upon disapproval of the credit report(s); or (2) at any time, upon discovering that information in TENANT's application is false. A negative credit report reflecting on TENANT's record may be submitted to a credit reporting agency, if TENANT fails to pay Rent or comply with any other obligation under this agreement.

17. ATTORNEY'S FEES. In any action by LANDLORD to collect any rental hereunder or to enforce any of the terms or conditions hereof or to recover damages for breach hereof, or to terminate this lease by reason of failure of TENANT to perform any of its agreements herein continued, or in any litigation relating to the lease, the prevailing party shall be entitled to reasonable attorney's fees which shall be fixed by the court.

18. HOLDOVER. In the event TENANTS hold over or remain in possession or occupancy of the real property leased herein, with the consent of the LANDLORD, after the expiration of the term of this lease, or any extension or renewal thereof, such holding over or continued possession or occupancy shall not be deemed or held to operate as any renewal or extension of this lease and shall only grant a tenancy from month to month which may at any time be terminated by either LANDLORD or TENANT upon 30 days notice in writing to the other of such intention to terminate the same. The monthly rental for such holding over shall be the same as the last month of the term of this lease.

LANDLORD's Initials (_____) (_____)
TENANT's Intitials (_____) (_____)

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19. WAIVER. All covenants on the part of the TENANT are hereby made conditions, but any waiver or consent given unto TENANT shall not extinguish any covenant or condition nor constitute a waiver of any breach or breaches thereof, but the same shall be deemed continuous and binding upon the TENANT and his successors and assignees.

20. TIME. Time is of the essence in this agreement and in each and every provision thereof, and the waiver by LANDLORD of any breach shall not be deemed to be a waiver of any subsequent breach of a similar or dissimilar character.

21. NOTICES. All notices under this lease can be given by either personal service or registered or certified mail. All notices by mail shall be deemed served 48 hours after deposit in the United State mail. Either party may change its address for notice purpose by giving notice of such change as provided herein. Notices given by mail shall be addressed as follows:

    a. Notice to be served upon LANDLORD should be sent to LANDLORD'S Address:

    Lopez Properties
    141 South A St., Suite 106
    Oxnard, CA 93030

    b. Notice to be served upon TENANT should be sent to TENANT' Address:

    Highlands Community Charter School
    328 West Third St.
    Oxnard, CA 93036
    OR
    1333 Grand Ave., 95838
    Sacramento, CA
    1333 Grand Ave, Sacramento, CA 95838

22. PLACE OF EXECUTION AND PERFORMANCE. This lease is made and entered into in Ventura County, California, and is to be performed in said County. This lease shall be subject to the laws of the State of California and it is agreed if any work, phrase, clause, sentence, article, provision or paragraph of this lease is or shall be held invalid or unlawful under the laws of California for any reason, the same shall be deemed severed from the remainder hereof and stricken therefrom and shall in no way affect or impair the validity of this lease or any other portion thereof and this lease shall otherwise remain in full force and effect.

23. ENTRY. TENANT shall permit LANDLORD and his agents to enter into and upon said Premises at all reasonable times for the purpose of inspecting the Premises or for the purpose of making repairs, alterations or additions to any other portion of said building. LANDLORD and TENANT agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, LANDLORD or LANDLORD's representative may enter Premises at any time without prior notice.

24. SIGNS: TENANT authorizes LANDLORD to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 day period preceding the termination of the agreement.

LANDLORD's Initials (_____) (_____)
TENANT's Intitials (_____) (_____)

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25. WASTE, QUIET CONDUCT. TENANTS shall not, and shall ensure that guests and licensees of TENANT do not, disturb, annoy, endanger, or interfere with other lessees of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste upon said Premises, or any nuisance thereon.

26. PARKING. TENANT agrees that TENANT, TENANT's agents, employees, licensees, students and concessionaires will abide by rules that the LANDLORD may, from time to time, prescribe for parking. During the term of the lease, unreserved parking shall include the Lopez Building parking lot on the East side of the building and street parking. Additionally, off-street parking is abundantly available in the nearby public parking lot and in the public parking structure within a block.

27. TENANT OPERATING EXPENSES. TENANT agrees to pay for all utilities and services directly billed to TENANT - including electrical and gas. Internet, telephone and computer services and installation are the responsibility of the TENANT.

28. PROPERTY OPERATING EXPENSES. LANDLORD shall pay for the following utilities: water and trash for Premises and for the following utilities for the common areas - hallway and restrooms: electrical, water, gas and trash. Should LANDLORD see an excessive increase in utilities usage, an appropriate assessment may be incurred.

29. JANITORIAL SERVICE. TENANT shall be responsible for the weekday janitorial services to the areas which are the subject matter of this lease agreement and the common areas (shared hallway and restrooms.)

30. SECURITY AND SAFETY. LANDLORD will provide two keys for the unit. Replacement keys will be $25.00. TENANT or its agents leaving the building agree to lock the common doors of the building when entering or exiting after hours. Building operating hours are 8:00 am - 6:00 pm.

31. TERMINATION OF LEASE. Upon the expiration of the term of this lease, or upon its sooner termination, TENANT shall peaceably vacate the leased property and deliver to LANDLORD the Premises in good order and condition, ordinary wear and tear excepted, and all keys and other items of similar nature pertaining to the leased property. TENANT shall remove all rubbish and waste from the leased property and ensure the space is in a neat, clean and in sanitary condition. TENANT shall give forwarding address as written notice to LANDLORD.

DocuSigned by: Irma D Lopez 7411B267CB384CB...
DocuSigned by: Marisa I. Lopez 4E37C80A833F4DC...
12/1/2022 11/30/2022

BY:_____

LOPEZ PROPERTIES DATE
IRMA D. LOPEZ or MARISA I. LOPEZ

DocuSigned by: Murdock Smith 0F3453502EE6409...
11/30/2022

BY:_____

HIGHLANDS COMMUNITY CHARTER SCHOOL DATE
MURDOCK SMITH

LANDLORD's Initials (_____) (_____)
TENANT's Intitials (_____) (_____)

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LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
LAOS Resources and Consulting, LLC

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of October 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and LAOS Resources and Consulting, LLC (hereinafter "LAOS Resources and Consulting, LLC") (HIGHLANDS and LAOS Resources and Consulting, LLC being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, LAOS Resources and Consulting, LLC is the owner of a certain real property located at 431 Hayes Avenue, Sacramento, CA 95838 (the "Site" or "Premises");

WHEREAS, LAOS Resources and Consulting, LLC is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and LAOS Resources and Consulting, LLC desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of LAOS Resources and Consulting, LLC'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LAOS Resources and Consulting, LLC hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 1,000 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

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A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, it at all, by written notice (**"Option Notice")** delivered by HIGHLANDS to LAOS Resources and Consulting, LLC not less than three (3) months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with LAOS Resources and Consulting, LLC'S shared use of the Site, if any. LAOS Resources and Consulting, LLC'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to LAOS Resources and Consulting, LLC. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and LAOS Resources and Consulting, LLC equipment thereon, shall revert to LAOS Resources and Consulting, LLC.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LAOS Resources and Consulting, LLC with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from LAOS Resources and Consulting, LLC, if available. LAOS Resources and Consulting, LLC agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with LAOS Resources and Consulting, LLC further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

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F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and LAOS Resources and Consulting, LLC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) LAOS Resources and Consulting, LLC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

2. Facilities Use.

LAOS Resources and Consulting, LLC agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.55 per square foot ($1,550.00 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 1,000 square feet.

HIGHLANDS agrees to reimburse the cost of janitorial at $750.00 per month. Janitorial services include but are not limited to vacuuming each classroom daily, cleaning bathrooms daily, taking out trash daily, and other services as needed.

3. Maintenance and Operations.

A. LAOS Resources and Consulting, LLC Obligations. LAOS Resources and Consulting, LLC shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. LAOS Resources and Consulting, LLC'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

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B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires LAOS Resources and Consulting, LLC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LAOS Resources and Consulting, LLC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LAOS Resources and Consulting, LLC'S property. LAOS Resources and Consulting, LLC reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.
Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30;

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(d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of LAOS Resources and Consulting, LLC and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose LAOS Resources and Consulting, LLC or HIGHLANDS to any liability therefor. In addition, LAOS Resources and Consulting, LLC may condition its consent to any Reportable Use upon receiving such additional assurances as LAOS Resources and Consulting, LLC reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform LAOS Resources and Consulting, LLC. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by LAOS Resources and Consulting, LLC, HIGHLANDS shall

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immediately give written notice of such fact to LAOS Resources and Consulting, LLC, and provide LAOS Resources and Consulting, LLC with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold LAOS Resources and Consulting, LLC and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. LAOS Resources and Consulting, LLC Indemnification. LAOS Resources and Consulting, LLC shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of LAOS Resources and Consulting, LLC. No termination, cancellation or release agreement entered into by LAOS Resources and Consulting, LLC and HIGHLANDS shall release LAOS

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Resources and Consulting, LLC from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify LAOS Resources and Consulting, LLC and LAOS Resources and Consulting, LLC shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to October 1, 2024, then HIGHLANDS may terminate this Lease upon written notice to LAOS Resources and Consulting, LLC if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LAOS Resources and Consulting, LLC'S prior written consent. LAOS Resources and Consulting, LLC approval of any improvements, including the work schedule, work hours, and modifications, shall be at LAOS Resources and Consulting, LLC'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LAOS Resources and Consulting, LLC'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws.

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LAOS Resources and Consulting, LLC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LAOS Resources and Consulting, LLC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LAOS Resources and Consulting, LLC requires the cessation of work, LAOS Resources and Consulting, LLC and HIGHLANDS will immediately meet to address LAOS Resources and Consulting, LLC'S concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. LAOS Resources and Consulting, LLC shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the

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portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of LAOS Resources and Consulting, LLC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LAOS Resources and Consulting, LLC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by LAOS Resources and Consulting, LLC, and shall remain in procession of LAOS Resources and Consulting, LLC at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LAOS Resources and Consulting, LLC in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. LAOS Resources and Consulting, LLC and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, LAOS Resources and Consulting, LLC and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property

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arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against LAOS Resources and Consulting, LLC or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

LAOS Resources and Consulting, LLC'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, LAOS Resources and Consulting, LLC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the LAOS Resources and Consulting, LLC's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by LAOS Resources and Consulting, LLC, in or about the site; LAOS Resources and Consulting, LLC's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LAOS Resources and Consulting, LLC, HIGHLANDS, shall indemnify, hold harmless, and defend LAOS Resources and Consulting, LLC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually

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filed, and/or any judgement rendered against LAOS Resources and Consulting, LLC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, LAOS Resources and Consulting, LLC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend LAOS Resources and Consulting, LLC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of LAOS Resources and Consulting, LLC. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of LAOS Resources and Consulting, LLC.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**"

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form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit LAOS Resources and Consulting, LLC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LAOS Resources and Consulting, LLC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. LAOS Resources and Consulting, LLC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and LAOS Resources and Consulting, LLC shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to LAOS Resources and Consulting, LLC, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. LAOS Resources and Consulting, LLC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings

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or fixtures of LAOS Resources and Consulting, LLC located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

LAOS Resources and Consulting, LLC: Edna Latsamythong
3842 Havenparke Way
Sacramento, CA 95834

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

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22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/26/24

Bill McGuire, Executive Director
Highlands Community Charter School

By: _____ Date: 10/1/24

Edna Latsamythong
LAOS Resources and Consulting, LLC

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EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of certain building on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.

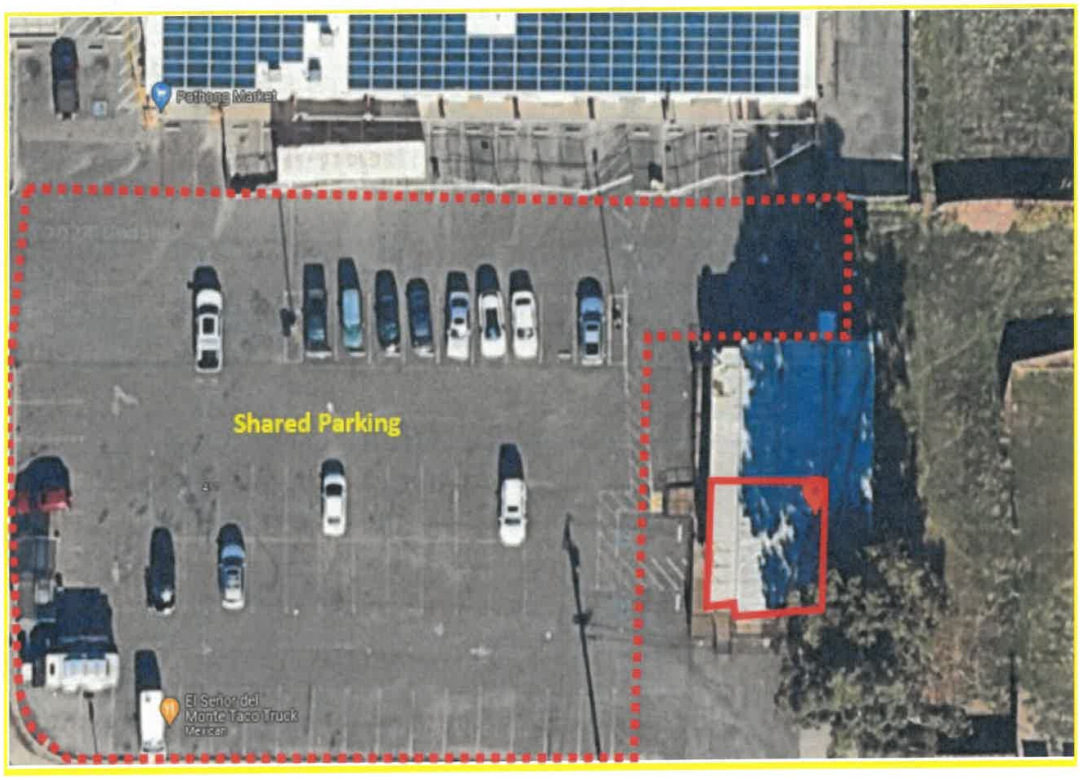

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EXHIBIT B

Parking Diagram; Access Rules; Schedule

Monday through Friday 07:30 AM to 09:00 PM.



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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. LAOS Resources and Consulting, LLC'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. LAOS Resources and Consulting, LLC shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and LAOS Resources and Consulting, LLC shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
LAOS RESOURCES AND CONSULTING, LLC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Laos Resources and Consulting, LLC (hereinafter "LRC").

I. RECITALS

WHEREAS, LRC is the owner of a certain real property and its main facilities are located at 431 Hayes Avenue, Sacramento, California 95838 (the "Site").

WHEREAS, HIGHLANDS and LRC desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of LRC's Site during the 2023-24 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LRC hereby agrees as follows:

1. General Information.
   A. Both HIGHLANDS and LRC agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and LRC while attending classes at LRC.

2. Use of the Site.
   LRC hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all

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LRC's policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.
Each class requires use of the following:
1 Large Classroom
Secure storage for textbooks and supplies
Gender neutral restroom
Adequate parking for students and staff

A. Term. HIGHLANDS' use of the Site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.
B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with LRC's shared use of the Site, if any. LRC's shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.
C. Reversion to LRC. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and LRC equipment thereon, shall revert to LRC.
D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LRC with reasonable advance notice of the time and nature of the drill.
E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from LRC, if available. Upon completion of equipment conducted by LRC, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.
F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and LRC agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural

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deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) LRC shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.
LRC agrees to provide space to HIGHLANDS as described in section 2 at a charge of $1,500 per month until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.
HIGHLANDS agrees to pay $250 monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, trash, internet access, and telephone usage.

4. Financial/Recordkeeping Obligations.
HIGHLANDS will reimburse the cost of janitorial at $750, and a community liaison at $2,000 on a monthly basis.

LRC shall prepare a monthly invoice itemized by the services provided. This invoice shall be paid within 30 days of receipt and approval of invoice.

5. Instruction.
All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS's staff.
Any and all staff teaching HIGLANDS students must meet with HIGHLANDS Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS's executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Maintenance and Operations.
The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of LRC. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires LRC to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LRC directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LRC's property. LRC reserves the right to implement a process for submission of maintenance /repair requests.

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7. Installation of Improvements by HIGHLANDS.
HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LRC prior written consent. LRC approval of any improvements, including the work schedule, work hours, and modifications, shall be at LRC's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LRC's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. LRC or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LRC may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LRC requires the cessation of work, LRC and HIGHLANDS will immediately meet to address LRC's concerns. No construction or installation will resume until LRC's concerns are adequately addressed.

8. Provision of Facilities.
The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

9. Security System/Keys.
HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

10. Condition of Property.
HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. LRC shall remain

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responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of LRC and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LRC reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

11. Title to Property.
The Parties acknowledge that title to the site and all improvements are held by LRC, and shall remain in procession of LRC at all times.

12. Surrender of Premises.
Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LRC in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

13. Insurance.
HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of

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HIGHLANDS. LRC's insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

14. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, LRC shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the LRC's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by LRC, in or about the site; LRC's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LRC, HIGHLANDS, shall indemnify, hold harmless, and defend LRC, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against LRC, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, LRC from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend LRC and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

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15. Placement of Signs.
HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

16. Marketing.

HIGHLANDS and LRC will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and LRC.

17. Access to Inspection.
HIGHLANDS shall permit LRC, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LRC to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting LRC's oversight obligations. LRC shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

18. Termination.
The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

19. Taxes.
LRC shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LRC located at the site or used by HIGHLANDS.

20. Notice.
Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

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HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

LRC : Edna Latsamythong
Laos Resources and Consulting, LLC
3842 Havenparke Way
Sacramento CA 95834

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

21. Subcontract, Assignment and Subletting.
Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

22. Independent Status.
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

23. Entire Agreement of Parties
This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

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24. California Law.
This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

25. Waiver.
The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns.
This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts.
This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Captions.
The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

29. Severability.
Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

30. Recitals and Exhibits.
The Recitals and each exhibit attached hereto are incorporated herein by reference.

31. Email Signatures.
This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

32. Dispute Resolution.
In the event of any dispute between HIGHLANDS and LRC regarding this MOU, including alleged violation, misrepresentation or misapplication of

this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the LRC's Executive Director and HIGHLANDS' Executive Director. Both Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with both Executive Directors within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 10.25.23

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 10/27/23

Edna Latsamythong
Laos Resources and Consulting, LLC

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DocuSign Envelope ID: 676C64FC-32C6-4B79-8C7F-BDD71E65B087

AIRCRE contracts

ADDENDUM TO LEASE

Date: May 23, 2023
By and Between
Lessor: Silky Oaks Properties, LLC, a California limited liability company
Lessee: Highlands Community Charter and Technical Schools, a California 501C3 non profit corporation
Property Address: 1050 Fulton Ave., Suite 150, Sacramento CA
(street address, city, state, zip)

Paragraph: _

50. Monthly Rent Schedule:

Months	Monthly Rent
July 1, 2023 - June 30, 2024	$4,034.10
July 1, 2024 - June 30, 2025	$4,152.75
July 1, 2025 - June 30, 2026	$4,271.40

51.Lessee Improvements:
Lessee will directly employ, Lessee's contactor Marshall Sperbeck. Lessee's Improvements will include the Following:
a. Demolition, clean up and repair of the walls indicated by the red squiggly lines on the attached Exhibit "A-1" plan.
b. The change out of all fluorescent light fixture with new LED light fixtures
c. Replacement of carpet in the entirety of the rooms where walls are being demolished, at a minimum, or in the entire space if necessary. If Lessee's contractor can't match the existing carpet, Lessor reserves the right to approve the complimentary carpet quality and color Lessee is proposing.
d. Paint the entire space using a paint color and quality approved by Lessor.

Additionally, prior to any work being completed by Lessee, Lessee's Contractor & Lessee shall provide Lessor a Certificate of Insurance naming Lessor, Silky Oaks Properties, LLC as additional insured. The Policy amounts are $1,000,000 Commercial General Liability with an annual aggregate of not less than $2,000,000 with coverage per terms of the Lease contained on Paragraph 8.

Lessor, upon completion of the above work above and after completing a walk through with Lessor's representative, shall credit Lessee Six Thousand Five Hundred ($6,500) towards the above improvements in the form of a rent credit.

52.Additional Operating Hours & Security:
The rent is based on a full service lease basis, assuming standard business hours for HVAC service, of Monday-Friday 7:00 a.m. to 6:00 p.m. and excluding all major holidays and other recognized nationally per the attached standard lease. Lessee shall pay additional HVAC charges for weekend hours of $100 per day. Additionally, in the event where false alarms are caused by Lessee and security is called, Lessor will pay for 2 false alarms per month with no charge, but after that Lessee will be charged for those false alarm calls at a cost of $125 for each additional false alarm call.

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53. Existing Lessee Lease Termination:
The lease is subject to Mutual lease termination of the existing lease with Bach Viet (current lessee) and Lessor Silky Oaks Properties, effective July 1, 2023.

54.Signage:
Lessor to provide building standard lobby and suite signage for Suite 150 at no additional cost to Lessee.

55. Indemnity:
Except to the extent caused by the gross negligence or will full misconduct of Lessee, its agents, employees or contractors, Lessor shall, and does hereby, indemnify and hold harmless Lessee and any other parties in interest from and against any and all liabilities, obligations, fines, claims, damages, penalties, actions, costs, charges and expenses of any kind or nature including, without limitation attorney's fees and other professional fees (if and to the extent permitted by law), which may be imposed upon, incurred by or asserted against Lessee by any third party and arising out of or in connection with any damage or injury occurring in the Common Areas of the Building (i) relating to or arising from the negligent or intentional act or omission on the part of the Lessor or any of its agents, servants, or employees, or (ii) due to or arising out of any breach, violation or nonperformance of any covenant, condition or agreement in the Lease set forth and contained on the part of Lessor to be fulfilled, kept, observed, or performed.

56. Notices:
Any correspondences shall be sent to Highlands Community Charter and Technical School at the following address:

1333 Grand Avenue,
Sacramento, CVA 95838
916.844.2283
Attn: Murdock Smith

57. Condition of Premises:
Lessee's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession, the Premises are in good order and satisfactory condition, except for such matters as to which Lessee gave Lessor notice on or before the Commencement Date. No promise of Lessor to alter, remodel, repair or improve the Premises, the Building, or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, or Project or this Lease (including, without limitation, the condition of the Premises, the Building, or the Project) have been made to Lessee by Lessor or its Broker or Sale Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Lessor and Lessee.

58. Confidentiality:
Lessee hereby agrees to maintain strict confidentiality with regard to the terms and conditions contained in the Lease for the premises (other than information which is a matter of public knowledge or is provided in other sources readily available to the public). Terms and conditions may be disclosed to prospective partners, investors, officers or employees, as well as to outside legal counsel, accounting firms and

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financial institutions, who need to know such information for the operation of Lessee's business. Such third parties shall be informed by Lessee of the confidential nature of such information and shall be directed to treat the Lease terms and conditions with strict confidence, subject to and in accordance with such direction. Lessee agrees not to copy or duplicate the Lease terms and conditions, other than for strictly internal uses as may be necessary to Lessee's continued operation of business.

59. The American With Disabilities Act (ADA):
Please be advised that an owner or Lessee of real property may be subject to the Americans With Disabilities Act (the ADA). The Act requires owners and lessees of "public accommodations" to remove barriers to access by disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons. You are advised to consult your attorney with respect to the application of this Act to the Property. Cornish & Carey Commercial cannot give you legal advice on this Act or its requirements.

60.Broker Disclosure:
The parties hereby expressly acknowledge that Broker has made no independent determination or investigation regarding, but not limited to, the following: present or future use of the Property; environmental matters affecting the Property; the condition of the Property, including, but not limited to structural, mechanical and soils conditions, as well as issues surrounding hazardous wastes or substances as set out above; violations of the Occupational Safety and Health Act or any other federal, state, county or municipal laws, ordinances, or statutes; measurements of land and/or buildings. Lessee agrees to make its own investigation and determination regarding such items.

61. Document Preparation:
This Lease has been prepared merely as a service to Lessee and Lessor by Cornish & Carey Commercial, dba Newmark Knight Frank ("Newmark") and makes no representations as to the legal sufficiency or economic interpretation of this Lease. Lessee and Lessor are hereby advised to consult their personal attorneys regarding the legal aspects hereof.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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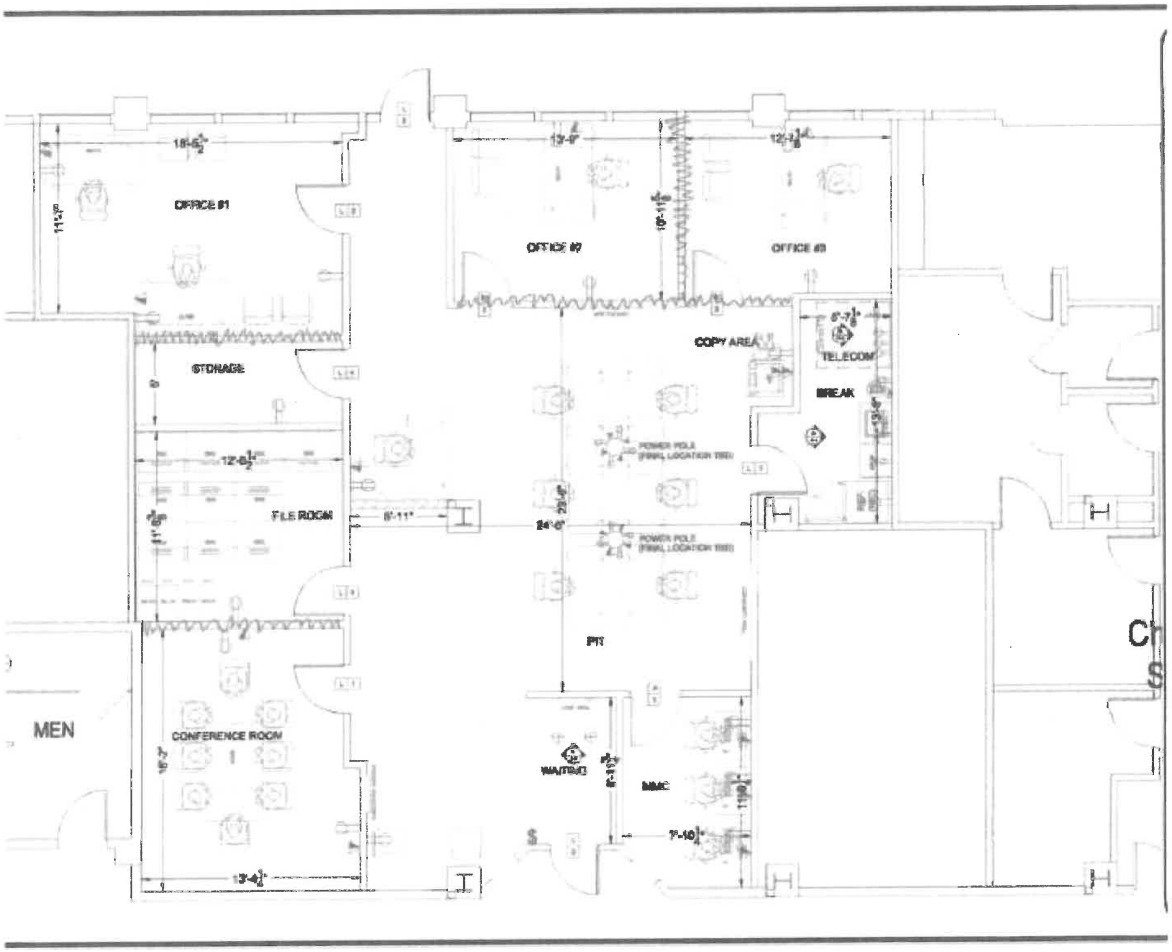
EXHIBITS TO LEASE

Exhibit "A-1"



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RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Date: 5/23/2023
By and Between
Lessor: Silky Oaks Properties, LLC, a California limited liability company
Lessee: Highlands Community Charter and Technical Schools, a California 501C3 non profit corporation
Property Address: 1050 Fulton Ave., Suite 150, Sacramento CA
(street address, city, state, zip)

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

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8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ Lessor ☐ Lessee — DocuSigned by: Duane Miller — Date: 6/7/2023

☐ Buyer ☐ Seller ☐ Lessor ☑ Lessee — DocuSigned by: Murdock Smith 4D06CB2F068458... — Date: 6/7/2023

Agent: Cornish & Carey Commercial, dba Newmark Knight Frank ("Newmark") DRE Lic. #: 00832933
Real Estate Broker (Firm)

By: DocuSigned by: Rich Ellsworth — DRE Lic. #: 00873637 Date: 6/7/2023
(Salesperson or Broker-Associate) 6A7C3E2A596498... Rich Ellsworth

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only May 23, 2023, is made by and between Silky Oaks Properties, LLC, a California limited liability company ("**Lessor**") and Highlands Community Charter and Technical Schools, a California 501C3 non profit corporation ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 1050 Fulton Ave., Suite 150, Sacramento CA ("**Premises**"). The Premises are located in the County of Sacramento, and consist of approximately ±2,373 rentable square feet and approximately ±2,110 useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." The Project consists of approximately ±42,348 rentable square feet. (See also Paragraph 2)

~~1.2(b) Parking: _____ unreserved and _____ reserved vehicle parking spaces at a monthly cost of _____ per unreserved space and _____ per reserved space. (See Paragraph 2.6)~~

1.3 **Term:** 3 years and 0 months ("**Original Term**") commencing July 1, 2023 ("**Commencement Date**") and ending June 30, 2026 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing July 1, 2023 ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $4,034.10 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing July 1, 2023. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See addendum Paragraph 50.

1.6 **Lessee's Share of Operating Expense Increase.** five and sixty one hundredth percent (5.60 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $4,034.10 for the period July 1, 2023 - July 31, 2023.

(b) **Security Deposit:** $4,231.40 ("**Security Deposit**"). (See also Paragraph 5)

~~(c) Parking: _____ for the period _____.~~

~~(d) Other: _____ for _____.~~

(e) **Total Due Upon Execution of this Lease:** $8,305.50.

1.8 **Agreed Use:** general office and classroom space. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2023. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Cornish & Carey Commercial, dba Newmark Knight Frank ("Newmark") License No. 00832933 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Rich Ellsworth License No. 00873637 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm N/A License No. N/A Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent N/A License No. N/A is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of $7,474.95 or 5 % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("**Guarantor**"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 7:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) ~~and _____ a.m. to _____ p.m. on Saturdays (except Building Holidays)~~. "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and all other nationally recognized holiday (see paragraph 52 of the lease addendum).

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

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☐ Janitorial services
☐ Electricity
☐ Other (specify): _____

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:
☑ an Addendum consisting of Paragraphs 50 through 61;
☑ a plot plan depicting the Premises;
☑ a current set of the Rules and Regulations;
☐ a Work Letter;
☐ a janitorial schedule;
☑ other (specify): Exhibit A-1, proposed wall modifications/demolition of highlighted wall .

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the

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financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Operating Expense Increase**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "**Operating Expense Increase**", in accordance with the following provisions:

(a) "**Base Year**" is as specified in Paragraph 1.9.

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(b) "**Comparison Year**" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "**Operating Expenses**":

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee

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shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after

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the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed $2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease,

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Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Insurance Premiums.** The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done

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anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

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9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definitions**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 **Services Provided by Lessor**. Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

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11.2 **Services Exclusive to Lessee**. Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service**. Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee**. Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions**. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a

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written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may preserve the right to recover all or any part thereof in a separate suit. If a

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notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

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15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements

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and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election

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of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

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39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

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☐ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: ~~6/7/20~~23
On: _____

By LESSOR:
Silky Oaks Properties, LLC, a California limited liability company

By: DocuSigned by: Duane Miller F4DDDCB2F068458...
Name Printed: Duane Miller
Title: Sole member
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

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Executed at: _____
On: 6/7/2023

By LESSEE:
Highlands Community Charter and Technical Schools, a California 501C3 non profit corporation

By: DocuSigned by: Murdock Smith 8AA7C3E2A5B649D...
Name Printed: Murdock Smith
Title: Executive Director
Phone: 916.844.2283
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: 46-1190967

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BROKER

Cornish & Carey Commercial, dba Newmark Knight Frank ("Newmark")

Attn: Rich Ellsworth
Title: Senior Managing Director

Address: 980 9th Street, Suite 2500, Sacramento, CA 95814
Phone: 916.569.2343
Fax: _____
Email: rich.ellsworth@nmrk.com
Federal ID No.: _____
Broker DRE License #: 00832933
Agent DRE License #: 00873637

BROKER

N/A

Attn: N/A
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: N/A
Agent DRE License #: N/A

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ADDENDUM TO LEASE

Date: November 2, 2022
By and Between
Lessor: Jennifer J. Miller Trust
Lessee: Highlands Community Charter & Technical Schools, a California nonprofit corporation
Property Address: 901 Arden Way and 2260 Boxwood Street, Sacramento, CA 95815
(street address, city, state, zip)

~~Paragraph:~~ _____

The parties to this Lease agreement, dated for reference purposes as November 2, 2022, by and between Jennifer J. Miller Trust as Lessor and Highlands Community Charter & Technical Schools, a California non-profit corporation as Lessee, do hereby desire to amend the Lease.

Now therefore, it is hereby agreed as follows:

067 - 61% of Rent
068 - 39% of Rent

51. **Base Rent Schedule:**
In reference to Paragraph 1.5, the annual base rent paid by Lessee to Lessor shall be according to the following schedule:

December 1, 2022 to February 28, 2023	No Base Rent (Lessee to pay any and all NNN charges during initial No Base Rent Period)	
March 1, 2023 to February 29, 2024	$15,500.00 per Month NNN	3% Increase
March 1, 2024 to February 28, 2025	$15,965.00 per Month NNN	
March 1, 2025 to February 28, 2026	$16,444.00 per Month NNN	
March 1, 2026 to February 28, 2027	$16,937.00 per Month NNN	
March 1, 2027 to February 29, 2028	$17,445.00 per Month NNN	

52. **Option to Renew:**

(a) First (1st) Option to Renew: Provided Lessee is not in default of this lease, Lessor hereby grants to Lessee an option to renew this lease for one (1) Five (5) year period on all the same terms and conditions as contained except the monthly rent paid by Lessee shall be according to the following rent schedule:

March 1, 2028 to Feb. 28, 2029	$17,968.00 NNN
March 1, 2029 to Feb. 28, 2030	$18,507.00 NNN
March 1, 2030 to. Feb. 29, 2031	$19,063.00 NNN
March 1, 2031 to Feb. 28, 2032	$19,635.00 NNN
March 1, 2032 to Feb. 28, 2033	$20,224.00 NNN

(b) Second (2nd) Option to Renew: Provided Lessee is not in default of this Lease or the described first option to renew, Lessor shall grant to Lessee a 2nd five (5) year Option to Renew the Lease on all the same terms and conditions except the monthly rent paid by Lessee to Lessor shall be renegotiated to reflect 'Fair Market Rent' for like industrial office warehouse space of approximately the same size.
(c) Third (3rd) Option to Renew: Provided Lessee is not in default of this Lease or the two preceding Options to Renew, Lessor shall grant to Lessee a 3rd five (5) year Option to Renew this Lease on all the same terms and conditions except the monthly rent paid by Lessee to Lessor shall be renegotiated to reflect 'Fair Market Rent' for like industrial office warehouse space of approximately the same size.

53. **First Right of Refusal on Purchase:**
Should Lessor receive a legitimate 3rd party offer in writing for the purchase of the property at any time during the Lease term and/or remaining options, Lessor agrees to notify Lessee of the offer to purchase and Lessee will then have seven (7) days to match all the terms and conditions of the sale offering received by Lessor.

54. **Construction/Improvements:**
It is hereby agreed and acknowledged that a portion of the premises is still under construction (2260 Boxwood Street) and that it is anticipated that the completion of those improvements, including full office renovation and warehouse insulation, should happen

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prior to the commencement of the Lease. Lessee shall have the right to enter the premises during normal construction hours to run internet cable, distribute electrical circuits, install lights, and seal concrete floor etc. provided Lessee does not interfere with the Lessor's construction crew and bears all financial responsibility for such work.

(a) Lessor Improvements: Lessor, at Lessor's sole cost, shall install or repair the following:

1. Finish upgrading the two restrooms in the 901 Arden Way building.
2. Finish painting the exterior of both buildings.
3. Re-seal the parking area in the 2260 Boxwood building.
4. Replace existing cyclone fencing with wrought iron fencing, including a pair of swinging gates and a pedestrian gate to secure the premises at 2260 Boxwood to the satisfaction of Lessee and according to any City of Sacramento building codes. In addition, a new slatted cyclone metal fence (approximately 36') shall be installed between buildings on the East end of the secured yard.
5. Power at 2260 Boxwood Street to be upgraded to 200 amps with panel relocated to front of building.

Lessor acknowledges that existing power distributed to 901 Arden is 125 amps, which Lessee confirms is sufficient for its operations.

(Note: It is agreed by both Lessor and Lessee that the cost of this fence will be the sole expense of the Lessor up to the sum of Thirty Thousand and No/100 dollars ($30,000). Any cost in excess of $30,000 shall be born by the Lessee).

55. Certificate of Occupancy:
Both Parties hereby agree that occupancy for the 2260 Boxwood property will be contingent upon Lessee obtaining a Certificate of Occupancy from the City of Sacramento.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ Lessor ☐ Lessee _____ DocuSigned by: Jennifer Miller Date: 11/16/2022

☐ Buyer ☐ Seller ☐ Lessor ☑ Lessee _____ DocuSigned by: Murdock Smith E65F74F20BF3462... Date: 11/17/2022

Agent: Newmark DRE Lic. #: 00832933
Real Estate Broker (Firm)

By: _____ DRE Lic. #: 00862313 Date: _____
Skip Vanderbundt (Salesperson or Broker-Associate)

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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NEWMARK

October 24, 2022

Brian Jacks
Jacks Commercial RE
915 L Street, Suite 440
Sacramento, CA 95814

Via Email: brian@jackscre.com

RE: RESPONSE TO OFFER TO LEASE
901 Arden Way
2260 Boxwood Street
Sacramento, CA 95815

Dear Brian,

Thank you for your recent Letter of Intent to lease the property referenced above. Using your letter as a guide, my owner's response is noted in redline format below.

1. **TENANT:** Highlands Community Charter and Technical Schools,
a California domestic nonprofit corporation
1333 Grand Ave, Sacramento, CA 95838

Landlord Response (10/24/22): Acceptable.

2. **PREMISES:** 901 Arden Way +/- 11,200 square feet
2260 Boxwood Street +/- 7,072 square feet
Sacramento, CA 95815
+/- 18,272 square feet (combined)

Landlord Response (10/24/22): Acceptable.

3. **PERMITTED USE:** Storage, office, administration, educational and creative uses germane to a charter school.

Landlord Response (10/24/22): Acceptable.

4. **LEASE TYPE:** NNN 18¢ Sq foot.

Landlord Response (10/24/22): Acceptable.

5. **LEASE TERM:** Sixty (60) months following Rent Commencement

Landlord Response (10/24/22): Acceptable.

6. **LEASE** November 1, 2022

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STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only November 2, 2022, is made by and between Jennifer J. Miller Trust ("**Lessor**") and Highlands Community Charter & Technical Schools, a California nonprofit corporation ("**Lessee**"), (collectively the "**Parties**," or individually a "**Party**").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 901 Arden Way and 2260 Boxwood Street, Sacramento, CA 95815 ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the property and, if applicable, the "**Project**," if the property is located within a Project): approximately ±18,272 square feet of warehouse/office space. (See also Paragraph 2)

1.3 **Term:** Five (5) years and three (3) months ("**Original Term**") commencing December 1, 2022 ("**Commencement Date**") and ending February 29, 2028 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing December 1, 2022 ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $15,500.00 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing March 1, 2023. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $15,500.00 for the period March 1, 2023 - March 31, 2023 to be paid January 1, 2023.

(b) **Security Deposit:** $18,000.00 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Association Fees:** N/A for the period N/A.

(d) **Other:** $2,741.00 for NNN charges for December 2022.

(e) **Total Due Upon Execution of this Lease:** $36,241.00.

1.7 **Agreed Use:** Storage, administration, office, educational and creative uses germane to the business of charter schools. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "**Insuring Party**" unless otherwise stated herein. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Cornish & Carey Commercial, a California corporation doing business as Newmark Knight Frank ("Newmark") License No. 00832933 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Skip Vanderbundt and Jeff Kvarme License No. 00862313 / 01924968 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Jacks Commercial R. E. License No. 01217349 Is the broker of (check one): ☑ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Brian Jacks License No. 01217349 is (check one): ☑ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or six (6) % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 55;

☐ a plot plan depicting the Premises;

☐ a current set of the Rules and Regulations;

☐ a Work Letter;

☐ other (specify): _____.

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2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), (and all parties agree that the HVAC system shall be warrantied for twelve (12) months from the commencement date), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

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3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date (see Paragraph 51 Rent Schedule).

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

~~4.3 **Association Fees.** In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.~~

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but

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not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a

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written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

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(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment For Insurance**. Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of $2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises**. If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII,

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as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

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9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment**. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 **Personal Property Taxes**. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

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11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within

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any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease

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and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor

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to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers, trustees, or shareholders, and Lessee shall look solely to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers, trustees, or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

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(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that,

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upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

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40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS LEASE.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

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LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:
On: 11/16/2022

By LESSOR:
Jennifer J. Miller Trust

By: DocuSigned by: Jennifer Miller 18549548 9A884C3...
Name Printed: Jennifer J. Miller - Trustee
Title: Trustee
Phone: 916-952-7206
Fax:
Email: jenuwin46@gmail.com

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address:
Federal ID No.:

Executed at:
On: 11/17/2022

By LESSEE:
Highlands Community Charter & Technical Schools, a California nonprofit corporation

By: DocuSigned by: Murdock Smith E65F74F20BE3462...
Name Printed: Murdock Smith
Title: Executive Director/CEO
Phone:
Fax:
Email:

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address:
Federal ID No.:

BROKER

Cornish & Carey Commercial, a California corporation doing business as Newmark Knight Frank ("Newmark")

Attn: Skip Vanderbundt and Jeff Kvarme
Title: Senior Managing Director / Director

Address: 980 9th Street, Suite 2500, Sacramento, CA 95814
Phone: 916-569-2349 / 916-569-2333
Fax: 916-920-0854
Email: skip.vanderbundt@nmrk.com / jeff.kvarme@nmrk.com
Federal ID No.:
Broker DRE License #: 00832933
Agent DRE License #: 00862313 / 01924968

BROKER

Jacks Commercial R. E.

Attn: Brian Jacks
Title: Principal Broker

Address: 915 L Street, Suite C440, Sacramento, CA 95814
Phone: 916-837-3456
Fax: 916-313-3778
Email: brian@jacksCRE.com
Federal ID No.:
Broker DRE License #: 01217349
Agent DRE License #: 01217349

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ADDENDUM TO LEASE

Date: November 2, 2022
By and Between
Lessor: Jennifer J. Miller Trust
Lessee: Highlands Community Charter & Technical Schools, a California nonprofit corporation
Property Address: 901 Arden Way and 2260 Boxwood Street, Sacramento, CA 95815
(street address, city, state, zip)

~~Paragraph:~~ _____

The parties to this Lease agreement, dated for reference purposes as November 2, 2022, by and between Jennifer J. Miller Trust as Lessor and Highlands Community Charter & Technical Schools, a California non-profit corporation as Lessee, do hereby desire to amend the Lease.

Now therefore, it is hereby agreed as follows:

067 - 61% of Rent
068 - 39% of Rent

51. **Base Rent Schedule:**
In reference to Paragraph 1.5, the annual base rent paid by Lessee to Lessor shall be according to the following schedule:

December 1, 2022 to February 28, 2023	No Base Rent (Lessee to pay any and all NNN charges during initial No Base Rent Period)	
March 1, 2023 to February 29, 2024	$15,500.00 per Month NNN	3% Increase
March 1, 2024 to February 28, 2025	$15,965.00 per Month NNN	
March 1, 2025 to February 28, 2026	$16,444.00 per Month NNN	
March 1, 2026 to February 28, 2027	$16,937.00 per Month NNN	
March 1, 2027 to February 29, 2028	$17,445.00 per Month NNN	

52. **Option to Renew:**

(a) First (1st) Option to Renew: Provided Lessee is not in default of this lease, Lessor hereby grants to Lessee an option to renew this lease for one (1) Five (5) year period on all the same terms and conditions as contained except the monthly rent paid by Lessee shall be according to the following rent schedule:

March 1, 2028 to Feb. 28, 2029	$17,968.00 NNN
March 1, 2029 to Feb. 28, 2030	$18,507.00 NNN
March 1, 2030 to. Feb. 29, 2031	$19,063.00 NNN
March 1, 2031 to Feb. 28, 2032	$19,635.00 NNN
March 1, 2032 to Feb. 28, 2033	$20,224.00 NNN

(b) Second (2nd) Option to Renew: Provided Lessee is not in default of this Lease or the described first option to renew, Lessor shall grant to Lessee a 2nd five (5) year Option to Renew the Lease on all the same terms and conditions except the monthly rent paid by Lessee to Lessor shall be renegotiated to reflect 'Fair Market Rent' for like industrial office warehouse space of approximately the same size.
(c) Third (3rd) Option to Renew: Provided Lessee is not in default of this Lease or the two preceding Options to Renew, Lessor shall grant to Lessee a 3rd five (5) year Option to Renew this Lease on all the same terms and conditions except the monthly rent paid by Lessee to Lessor shall be renegotiated to reflect 'Fair Market Rent' for like industrial office warehouse space of approximately the same size.

53. **First Right of Refusal on Purchase:**
Should Lessor receive a legitimate 3rd party offer in writing for the purchase of the property at any time during the Lease term and/or remaining options, Lessor agrees to notify Lessee of the offer to purchase and Lessee will then have seven (7) days to match all the terms and conditions of the sale offering received by Lessor.

54. **Construction/Improvements:**
It is hereby agreed and acknowledged that a portion of the premises is still under construction (2260 Boxwood Street) and that it is anticipated that the completion of those improvements, including full office renovation and warehouse insulation, should happen

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prior to the commencement of the Lease. Lessee shall have the right to enter the premises during normal construction hours to run internet cable, distribute electrical circuits, install lights, and seal concrete floor etc. provided Lessee does not interfere with the Lessor's construction crew and bears all financial responsibility for such work.

(a) Lessor Improvements: Lessor, at Lessor's sole cost, shall install or repair the following:

1. Finish upgrading the two restrooms in the 901 Arden Way building.
2. Finish painting the exterior of both buildings.
3. Re-seal the parking area in the 2260 Boxwood building.
4. Replace existing cyclone fencing with wrought iron fencing, including a pair of swinging gates and a pedestrian gate to secure the premises at 2260 Boxwood to the satisfaction of Lessee and according to any City of Sacramento building codes. In addition, a new slatted cyclone metal fence (approximately 36') shall be installed between buildings on the East end of the secured yard.
5. Power at 2260 Boxwood Street to be upgraded to 200 amps with panel relocated to front of building.

Lessor acknowledges that existing power distributed to 901 Arden is 125 amps, which Lessee confirms is sufficient for its operations.

(Note: It is agreed by both Lessor and Lessee that the cost of this fence will be the sole expense of the Lessor up to the sum of Thirty Thousand and No/100 dollars ($30,000). Any cost in excess of $30,000 shall be born by the Lessee).

55. Certificate of Occupancy:
Both Parties hereby agree that occupancy for the 2260 Boxwood property will be contingent upon Lessee obtaining a Certificate of Occupancy from the City of Sacramento.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ Lessor ☐ Lessee _____ DocuSigned by: Jennifer Miller Date: 11/16/2022

☐ Buyer ☐ Seller ☐ Lessor ☑ Lessee _____ DocuSigned by: Murdock Smith E65F74F20BF3462... Date: 11/17/2022

Agent: Newmark DRE Lic. #: 00832933
Real Estate Broker (Firm)

By: _____ DRE Lic. #: 00862313 Date: _____
Skip Vanderbundt (Salesperson or Broker-Associate)

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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NEWMARK

October 24, 2022

Brian Jacks
Jacks Commercial RE
915 L Street, Suite 440
Sacramento, CA 95814

Via Email: brian@jackscre.com

RE: RESPONSE TO OFFER TO LEASE
901 Arden Way
2260 Boxwood Street
Sacramento, CA 95815

Dear Brian,

Thank you for your recent Letter of Intent to lease the property referenced above. Using your letter as a guide, my owner's response is noted in redline format below.

1. **TENANT:** Highlands Community Charter and Technical Schools,
a California domestic nonprofit corporation
1333 Grand Ave, Sacramento, CA 95838

Landlord Response (10/24/22): Acceptable.

2. **PREMISES:** 901 Arden Way +/- 11,200 square feet
2260 Boxwood Street +/- 7,072 square feet
Sacramento, CA 95815
+/- 18,272 square feet (combined)

Landlord Response (10/24/22): Acceptable.

3. **PERMITTED USE:** Storage, office, administration, educational and creative uses germane to a charter school.

Landlord Response (10/24/22): Acceptable.

4. **LEASE TYPE:** NNN 1.85 Sq foot.

Landlord Response (10/24/22): Acceptable.

5. **LEASE TERM:** Sixty (60) months following Rent Commencement

Landlord Response (10/24/22): Acceptable.

6. **LEASE** November 1, 2022

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STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only November 2, 2022, is made by and between Jennifer J. Miller Trust ("**Lessor**") and Highlands Community Charter & Technical Schools, a California nonprofit corporation ("**Lessee**"), (collectively the "**Parties**," or individually a "**Party**").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 901 Arden Way and 2260 Boxwood Street, Sacramento, CA 95815 ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the property and, if applicable, the "**Project**," if the property is located within a Project): approximately ±18,272 square feet of warehouse/office space. (See also Paragraph 2)

1.3 **Term:** Five (5) years and three (3) months ("**Original Term**") commencing December 1, 2022 ("**Commencement Date**") and ending February 29, 2028 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing December 1, 2022 ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $15,500.00 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing March 1, 2023. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $15,500.00 for the period March 1, 2023 - March 31, 2023 to be paid January 1, 2023.

(b) **Security Deposit:** $18,000.00 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Association Fees:** N/A for the period N/A.

(d) **Other:** $2,741.00 for NNN charges for December 2022.

(e) **Total Due Upon Execution of this Lease:** $36,241.00.

1.7 **Agreed Use:** Storage, administration, office, educational and creative uses germane to the business of charter schools. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "**Insuring Party**" unless otherwise stated herein. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Cornish & Carey Commercial, a California corporation doing business as Newmark Knight Frank ("Newmark") License No. 00832933 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Skip Vanderbundt and Jeff Kvarme License No. 00862313 / 01924968 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Jacks Commercial R. E. License No. 01217349 Is the broker of (check one): ☑ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Brian Jacks License No. 01217349 is (check one): ☑ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or six (6) % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 55;

☐ a plot plan depicting the Premises;

☐ a current set of the Rules and Regulations;

☐ a Work Letter;

☐ other (specify): _____.

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2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), (and all parties agree that the HVAC system shall be warrantied for twelve (12) months from the commencement date), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

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3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date (see Paragraph 51 Rent Schedule).

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

~~4.3 **Association Fees.** In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.~~

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but

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not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a

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written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

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(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment For Insurance**. Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of $2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises**. If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII,

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as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

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9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment**. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 **Personal Property Taxes**. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

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11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within

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any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease

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and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor

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to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers, trustees, or shareholders, and Lessee shall look solely to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers, trustees, or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

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(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that,

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upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

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40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS LEASE.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

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LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:
On: 11/16/2022

By LESSOR:
Jennifer J. Miller Trust

DocuSigned by:
By: Jennifer Miller
18549548 9A884C3...
Name Printed: Jennifer J. Miller - Trustee
Title: Trustee
Phone: 916-952-7206
Fax:
Email: jenuwin46@gmail.com

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address:
Federal ID No.:

Executed at:
On: 11/17/2022

By LESSEE:
Highlands Community Charter & Technical Schools, a California nonprofit corporation

DocuSigned by:
By: Murdock Smith
E65F74F20BE3462...
Name Printed: Murdock Smith
Title: Executive Director/CEO
Phone:
Fax:
Email:

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address:
Federal ID No.:

BROKER

Cornish & Carey Commercial, a California corporation doing business as Newmark Knight Frank ("Newmark")

Attn: Skip Vanderbundt and Jeff Kvarme
Title: Senior Managing Director / Director

Address: 980 9th Street, Suite 2500, Sacramento, CA 95814
Phone: 916-569-2349 / 916-569-2333
Fax: 916-920-0854
Email: skip.vanderbundt@nmrk.com / jeff.kvarme@nmrk.com
Federal ID No.:
Broker DRE License #: 00832933
Agent DRE License #: 00862313 / 01924968

BROKER

Jacks Commercial R. E.

Attn: Brian Jacks
Title: Principal Broker

Address: 915 L Street, Suite C440, Sacramento, CA 95814
Phone: 916-837-3456
Fax: 916-313-3778
Email: brian@jacksCRE.com
Federal ID No.:
Broker DRE License #: 01217349
Agent DRE License #: 01217349

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Accounts Payable Accounts Payable <ap@hccts.org>

10121 Westminster Ave - Lease Non-Renewal - 30 day Notice

1 message

Accounts Payable Accounts Payable <ap@hccts.org> Tue, Jul 15, 2025 at 3:49 PM
To: Linh Nguyen <linh@advancebeautycollege.com>
Cc: HCCTS Finance Team <finance@hccts.org>

Hi,

This email is in reference to the Lease Agreement for 10121 Westminster Ave, Garden Grove, CA 92843 that was executed on May 21, 2025. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is August 15th, 2025.

Best regards,
Marques Reed

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of January, 2025 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College (hereinafter "LANDLORD") (HIGHLANDS and LANDLORD being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, LANDLORD is the owner of a certain real property located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site" or "Premises");

WHEREAS, LANDLORD is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and LANDLORD desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of LANDLORD'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and LANDLORD hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 1,500 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on January 1, 2025 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, it at all, by written notice ("**Option Notice")** delivered by HIGHLANDS to LANDLORD not less than three (3) months

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prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with LANDLORD'S shared use of the Site, if any. LANDLORD'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to LANDLORD. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and LANDLORD equipment thereon, shall revert to LANDLORD.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide LANDLORD with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from LANDLORD, if available. LANDLORD agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with LANDLORD further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and LANDLORD agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) LANDLORD shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

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2. Facilities Use.

LANDLORD agrees to provide space to HIGHLANDS as described in section 1 at a rate of $5.00 per square foot until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 1,500 square feet.

HIGHLANDS agrees to pay $0.00 monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, trash, internet access, and telephone usage.

HIGHLANDS agrees to reimburse the cost of janitorial at $0.00 a month. Janitorial services include but are not limited to vacuuming each classroom daily, cleaning bathrooms daily, taking out trash daily, and other services as needed.

3. Maintenance and Operations.

A. LANDLORD Obligations. LANDLORD shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. LANDLORD'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires LANDLORD to perform emergency or major maintenance and repairs, HIGHLANDS shall notify LANDLORD directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to LANDLORD'S

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property. LANDLORD reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of LANDLORD and timely

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compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose LANDLORD or HIGHLANDS to any liability therefor. In addition, LANDLORD may condition its consent to any Reportable Use upon receiving such additional assurances as LANDLORD reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform LANDLORD. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by LANDLORD, HIGHLANDS shall immediately give written notice of such fact to LANDLORD, and provide LANDLORD with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or

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involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold LANDLORD and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. LANDLORD Indemnification. LANDLORD shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to January 1, 2025 or that are brought to the Premises as a result of the acts or failure to act of LANDLORD. No termination, cancellation or release agreement entered into by LANDLORD and HIGHLANDS shall release LANDLORD from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify LANDLORD and LANDLORD shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to January 1, 2025, then HIGHLANDS may terminate this Lease upon written notice to LANDLORD if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

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b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without LANDLORD'S prior written consent. LANDLORD approval of any improvements, including the work schedule, work hours, and modifications, shall be at LANDLORD'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with LANDLORD'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. LANDLORD or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event LANDLORD requires the cessation of work, LANDLORD and HIGHLANDS will immediately meet to address LANDLORD'S concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than January 1, 2025.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

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8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. LANDLORD shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of LANDLORD and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, LANDLORD reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by LANDLORD, and shall remain in procession of LANDLORD at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to LANDLORD in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the

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site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. LANDLORD and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, LANDLORD and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against LANDLORD or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

LANDLORD'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, LANDLORD shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the LANDLORD's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by LANDLORD, in or about the site; LANDLORD's obligation to defend HIGHLANDS and other indemnities identified herein is not

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contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of LANDLORD, HIGHLANDS, shall indemnify, hold harmless, and defend LANDLORD, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against LANDLORD, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, LANDLORD from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend LANDLORD and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be

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the property of LANDLORD. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of LANDLORD.

15. Estoppel Certificates. Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit LANDLORD, its agents, representatives or employees, to use the classrooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit LANDLORD to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. LANDLORD shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

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HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and LANDLORD shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to LANDLORD, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. LANDLORD shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of LANDLORD located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

LANDLORD : ATTN: Linh Nguyen
Advance Beauty College
10121 Westminster Ave
Garden Grove, CA 92843

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

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21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

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27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28.Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29.Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30.Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31.Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32.Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

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By: Signed by: Bill McGuire 8CE05B926B45451... Date: 05/21/25

Bill McGuire, Executive Director
Highlands Community Charter School

By: _____ Date: 3/13/25

Linh Nguyen
Advance Beauty College

EXHIBIT A

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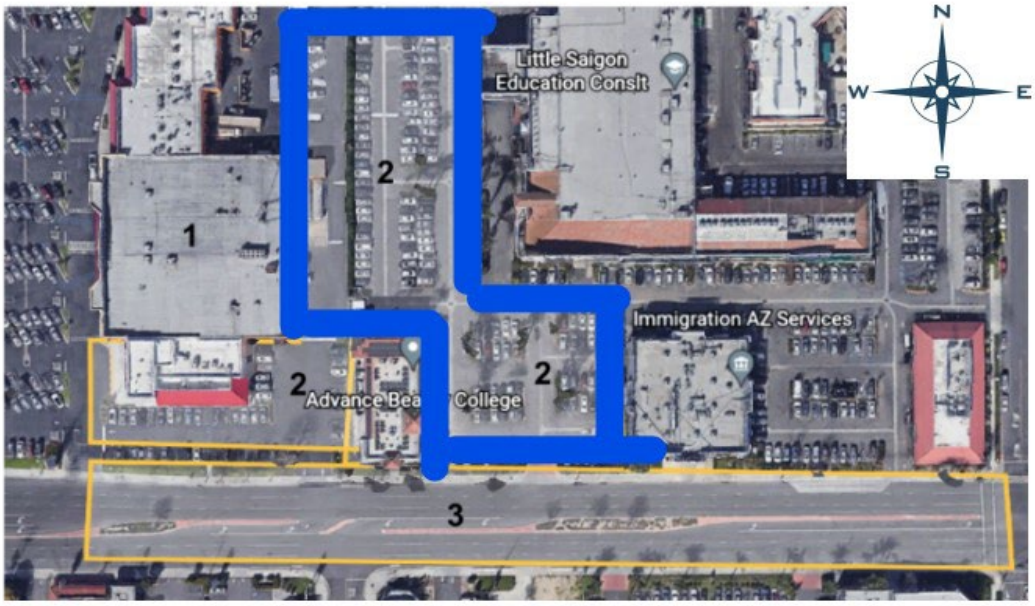
Description of Premises and Shared Premises



Highlands shall have shared use of 10121 Westminster Ave, Garden Grove, CA 92843, on the following days and times: Monday – Friday, 8:00AM-5:00PM.

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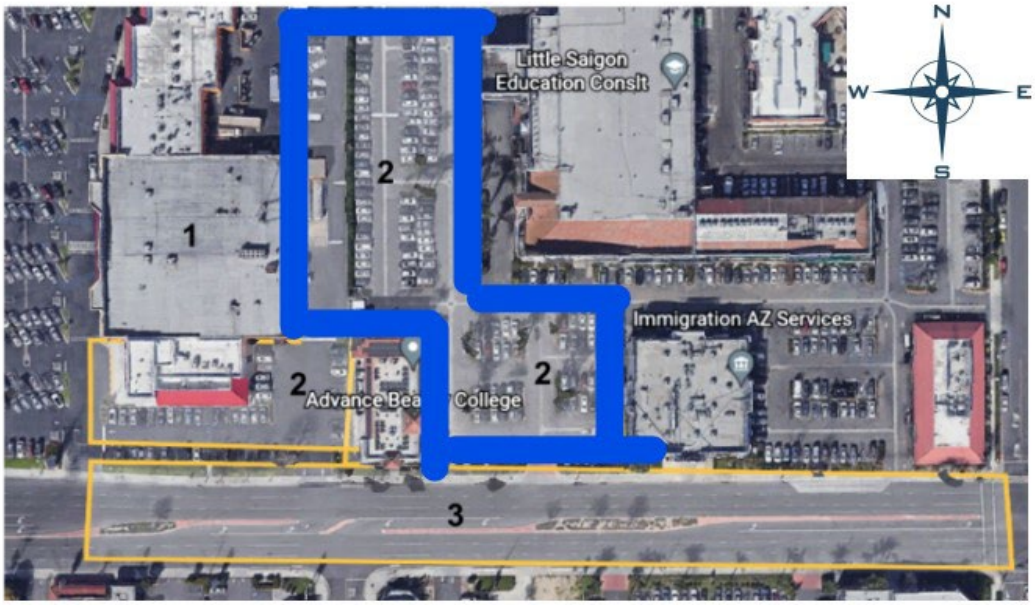
EXHIBIT B

Parking Diagram; Access Rules; Schedule



Highlands shall be permitted to use the parking lot and space within the blue lines in the diagram above, Monday – Friday 8:00AM-5:00PM.

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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. LANDLORD'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. LANDLORD shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and LANDLORD shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College, Inc., a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "Landlord").

I. RECITALS

WHEREAS, Landlord is the owner of a certain real property and its main facilities are located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site").

WHEREAS, HIGHLANDS and Landlord desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Landlord Site during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Landlord hereby agrees as follows:

1. General Information.
   A. Both HIGHLANDS and Landlord agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and Landlord while attending classes at the Site.

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2. Use of the Site.

Landlord hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Landlord policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS' use of the Site shall be for the 2023-24 school years commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Landlord shared use of the Site, if any. Landlord shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Landlord. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Landlord equipment thereon, shall revert to Landlord.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Landlord with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Landlord, if available. Upon completion of equipment conducted by Landlord, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or

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maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Landlord agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) Landlord shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

Landlord agrees to provide space to the Tenant as described in section 2 at a charge of $7,500 per month for 1,500 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024. HIGHLANDS will also reimburse the cost of two community liaisons at $4,000 a month.

4. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Landlord. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Landlord to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Landlord directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Landlord property. Landlord reserves the right to implement a process for submission of maintenance /repair requests.

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5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Landlord prior written consent. Landlord approval of any improvements, including the work schedule, work hours, and modifications, shall be at Landlord's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Landlord construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Landlord or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Landlord requires the cessation of work, Landlord and HIGHLANDS will immediately meet to address Landlord concerns. No construction or installation will resume until Landlord concerns are adequately addressed.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

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8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Landlord shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Landlord and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Landlord reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Landlord, and shall remain in procession of Landlord at all times.

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10. Surrender of Premises.
Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Landlord in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.
HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Landlord insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.
With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Landlord shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Landlord use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Landlord, in or about the site; Landlord obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability,

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expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Landlord, HIGHLANDS, shall indemnify, hold harmless, and defend Landlord, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Landlord, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Landlord from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Landlord and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Marketing.

HIGHLANDS and Landlord will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and Landlord

15. Access to Inspection.

HIGHLANDS shall permit Landlord, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Landlord to enter upon the site for the purpose of inspecting same, to make

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repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Landlord oversight obligations. Landlord shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

16. Termination.
The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

17. Taxes.
Landlord shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Landlord located at the site or used by HIGHLANDS.

18. Notice.
Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue
Garden Grove, CA 92843

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service.

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Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

19. Subcontract, Assignment and Subletting.
Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

20. Independent Status.
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

21. Entire Agreement of Parties
This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

22. California Law.
This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

23. Waiver.
The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

24. Successors and Assigns.
This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

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25. Counterparts.
This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

26. Captions.
The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

27. Severability.
Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

28. Recitals and Exhibits.
The Recitals and each exhibit attached hereto are incorporated herein by reference.

29. Email Signatures.
This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

30. Dispute Resolution.
In the event of any dispute between HIGHLANDS and Landlord regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Landlord's Pastor and HIGHLANDS' Executive Director. The Pastor and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Pastor and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in

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accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 10.27.23

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 10.27.2023

Tam Nguyen
Advance Beauty College, Inc.

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ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
ADVANCE BEUATY COLLEGE
AND HIGHLANDS COMMUNITY CHARTER SCHOOL
October 1, 2022

THIS Addendum to the Memorandum of Understanding ("MOU") is made on October 1, 2022 (the "Effective Date"), by and Advance Beauty College, a private post-secondary school organized and existing under the laws of the State of California (hereinafter "ABC") and Highlands Community Charter School, a California non-profit public charter school (hereinafter "HIGHLANDS").

WHEREAS, ABC is the owner of certain real property and facilities located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site");

WHEREAS, ABC and the HIGHLANDS entered into an MOU to document the arrangement between the parties regarding the HIGHLANDS use of the Site during the 2022-2023 school year ("Applicable Year"), pursuant to the conditions set forth in the MOU;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree to an ADDENDUM as follows:

Financial/Recordkeeping Obligations.
HIGHLANDS will reimburse the cost of two community liaisons at $4,000 a month.

ABC shall prepare a monthly invoice itemized by the services provided. This invoice shall be paid within 30 days of receipt and approval of invoice.

All other terms and conditions of the original AGREEMENTS shall remain in full force.

Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838
Murdock.smith@hccts.org

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue
Garden Grove, CA 92843
tam@advancebeautycollege.com

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IN WITNESS WHEREOF, the Parties hereto have executed this Addendum on the Effective Date.

By: _____ Date: 10.01.22

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 10-01-22

Tam Nguyen
Advance Beauty College

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
ADVANCE BEAUTY COLLEGE, INC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of September, 2022 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Advance Beauty College, Inc., a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "Landlord").

I. RECITALS

WHEREAS, Landlord is the owner of a certain real property and its main facilities are located at 10121 Westminster Avenue, Garden Grove, CA 92843 (the "Site").

WHEREAS, HIGHLANDS and Landlord desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Landlord Site during the 2022-23 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Landlord hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and Landlord agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS while attending classes at the Site.

2. Use of the Site.

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Landlord hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Landlord policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

A. Term. HIGHLANDS' use of the Site shall be for the 2022-23 school years commencing on September 1, 2022 and terminating on June 30, 2023. No later than 30 days prior to the expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Landlord shared use of the Site, if any. Landlord shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Landlord. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Landlord equipment thereon, shall revert to Landlord.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall request approval from the Landlord with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Landlord, if available. The use of furnishings is subject to Landlord's prior approval which may require a reimbursement. Upon completion of equipment conducted by Landlord, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Landlord agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations.

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3. Facilities Use.

Landlord agrees to provide space to the Tenant as described in section 2 at a charge of $7,500 per month for 2,500 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination.

4. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Landlord. Landlord will provide custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Landlord to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Landlord directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Landlord property. Landlord reserves the right to implement a process for submission of maintenance /repair requests.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Landlord prior written consent. Landlord approval of any improvements, including the work schedule, work hours, and modifications, shall be at Landlord's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Landlord construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Landlord or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and LANDLORD may require the immediate cessation of work if the

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construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Landlord requires the cessation of work, Landlord and HIGHLANDS will immediately meet to address Landlord concerns. No construction or installation will resume until Landlord concerns are adequately addressed.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than September 30, 2022.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Landlord shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of (1) they are required by HIGHLANDS' use of the Site or (2) any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all

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the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Landlord and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Landlord reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Landlord, and shall remain in procession of Landlord at all times.

10. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Landlord in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Landlord insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Landlord shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions,

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causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Landlord use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Landlord, in or about the site; Landlord obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Landlord, HIGHLANDS, shall indemnify, hold harmless, and defend Landlord, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Landlord, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Landlord from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Landlord and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

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14. Access to Inspection.

HIGHLANDS shall permit Landlord, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Landlord to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Landlord oversight obligations. Landlord shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

15. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

16. Taxes.

Landlord shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Landlord located at the site.

17. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director
Murdock.smith@hccts.org

Landlord: Tam Nguyen
Advance Beauty College, Inc.
10121 Westminster Avenue

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Garden Grove, CA 92843
tam@advancebeautycollege.com

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

18. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

19. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

20. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

21. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

22. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

23. Counterparts.

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This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

24. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

25. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

26. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

27. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Landlord regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Landlords CEO and HIGHLANDS' Executive Director. The CEO and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the CEO and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 9/21/22

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 9/21/22

Tam Nguyen
Advance Beauty College, Inc.

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McCLELLAN PARK

March 17, 2025

Highlands Community Charter School
Attn.: Rich Henning, Director of School Services
1333 Grand Ave.
Sacramento CA 95838

Delivered Via Certified Mail and Email: rich.henning@hccts.org

RE: 30 Day Termination Notice
Building 242, 5411 Luce Ave., McClellan CA

Dear Mr. Henning:

In accordance with the lease agreement for the above referenced location, please accept this letter as Landlords 30 Day Notice to Terminate per Section 25. Please ensure the building area is fully vacated by April 16, 2025.

You are a valued tenant in the Park and we look forward to future discussions.

Best,

Jennifer Lewis
Vice President Leasing & Property Management

Extended through August 2025

3140 Peacekeeper Way | McClellan, California 95652
Main (916) 965.7100 Cell. (916) 873.3005
jlewis@mcclellanpark.com
www.McClellanPark.com

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NOTICE OF TERMINATION OF TENANCY

TO: Rich Henning
133 Grand Ave.
Sacramento, CA 95838

AND ALL OTHER PERSONS OR ENTITIES IN POSSESSION

NOTICE IS HEREBY GIVEN that your tenancy on the premises located at 3202 Palm Ave. Bldg. 826, Sacramento, California 95652is terminated at the end of the thirty (30) day period following service of this Notice on you, or April 18, 2025, (date at least 30 days after notice is served), whichever is later. You must vacate the premises on or before that date or you will be guilty of unlawful detention of the premises.

This Notice is given pursuant to the provisions of section 1946 of the California Civil Code.

If you fail to deliver up possession of the premises within the 30-day period, legal proceedings will commence against you to recover possession and to recover a judgment for treble damages for each day you hold possession beyond the 30-day period.

Rent in the amount of $1,824.00 is due and payable for the period April 1, 2025, through April 18, 2025.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Dated: March 17, 2025

Wanda Thompson

Vice President of Property Management

By: Wanda Thompson
Wanda Thompson

3140 Peacekeeper
McClellan, California 95652
(916) 965-7100

cc: FEDERAL EXPRESS OVERNIGHT DELIVERY AND FIRST CLASS MAIL

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062

FIRST AMENDMENT TO
McCLELLAN PARK STANDARD FORM
GROSS LEASE AGREEMENT

This First Amendment to McClellan Park Standard Form Gross Lease Agreement ("**First Amendment**"), dated for reference purposes as March 5, 2024, is entered into between **McCLELLAN REALTY, LLC**, a Delaware limited liability company ("**Landlord**"), and **HIGHLANDS COMMUNITY CHARTER SCHOOL**, a California public charter school ("**Tenant**"). In the event of any inconsistencies between the terms of this First Amendment and the terms of the Lease (defined below), the terms and conditions of this First Amendment shall govern and control.

Recitals

A. Landlord and Tenant have entered into that certain McClellan Park Standard Form Gross Lease Agreement, dated October 21, 2021 ("**Lease**"), for the lease of the "**Premises**" consisting of approximately 2,100 rentable square feet located within Building 242, 5411 Luce Avenue, McClellan, California, which is more particularly described in the Lease.

B. Landlord and Tenant now desire to amend the Lease in accordance with the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meaning as defined in the Lease.

2. Effective Date. This First Amendment shall be effective as of the date upon which the last party hereto executes this First Amendment ("**Effective Date**").

3. Extended Term. The parties hereby agree that the Term is hereby extended for a period of three (3) months ("**Extended Term**"), commencing on April 1, 2024 ("**Extended Term Commencement Date**"), and expiring on June 30, 2024.

4. Base Rent for the Extended Term. As of the Extended Term Commencement Date, the parties hereby agree that Base Rent for the Extended Term shall be $2,940.00 per month.

5. Ratification. Except as modified by this First Amendment, the Lease is ratified, affirmed, remains in full force and effect, and is incorporated herein by this reference.

6. Authority. The undersigned hereby represent and warrant, each to the other, that (i) they have the legal right, power and authority to enter into this First Amendment on behalf of the party for whom they are a signatory, (ii) the execution, delivery and performance of this First Amendment has been duly authorized, and (iii) no other action is requisite to the valid and binding execution, delivery and performance of the Lease as modified by this First Amendment.

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7. Counterparts. This First Amendment may be executed in multiple counterparts, each of which counterpart shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth below.

LANDLORD:

McCLELLAN REALTY, LLC, a Delaware limited liability company

By: DocuSigned by: Frank Myers 768341B02983412...

Name: Frank Myers

Title: Chief Operating Officer

Date: 3/20/2024 | 1:43 EDT

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: [signature]

Name: [illegible]

Title: Ex Dir

Date: 3/19/24

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McCLELLAN PARK
STANDARD FORM
GROSS LEASE AGREEMENT

THIS STANDARD FORM GROSS LEASE AGREEMENT ("**Lease**"), dated for reference purposes only as October 21, 2021 ("**Lease Date**"), is made by and between **McCLELLAN REALTY, LLC**, a Delaware limited liability company ("**Landlord**"), and **HIGHLANDS COMMUNITY CHARTER SCHOOL,** a California public charter school ("**Tenant**").

Witnesseth

1. Premises

1.1 Property. Landlord has the right to lease certain improved real property located within McClellan Park ("**McClellan**" or "**Property**"), McClellan, California ("**State**"), which is more particularly described in Exhibit A-1 attached hereto.

1.2 Premises. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations contained herein, to be paid, kept and performed by Tenant, leases and rents to Tenant, and Tenant hereby leases and takes from Landlord upon the terms and conditions contained herein, approximately two thousand one hundred (2,100) rentable square feet of space located within Building 242, 5411 Luce Ave, McClellan, California 95652 (the "**Premises**"). The Premises is described in Exhibit A-2, and the building ("**Building**"), in which the Premises is located is described in Exhibit A-3 attached hereto. The measurements set forth in this Section 1.2 are binding and conclusive upon the parties.

1.3 Parking Areas. In addition to the Premises, subject to the Rules and Regulations, Tenant and Tenant's employees, agents, suppliers, customers and patrons, in common with Landlord and all other tenants of the Property/McClellan and all such other persons to whom Landlord has previously granted, or may hereinafter grant, rights of usage, shall have the non-exclusive right to use, for parking purposes, the parking area ("**Parking Area**") identified in Exhibit A-4 attached hereto, for up to a maximum of eight (8) parking spaces, as such may be adjusted from time to time by Landlord.

2. Term.

2.1 Term. The term of the Lease shall be for two (2) years and five (5) months beginning on the Commencement Date (the "**Term**"), unless extended or sooner terminated pursuant to the terms of this Lease.

2.2 Commencement Date.

A. The term "**Commencement Date**" as used herein shall mean November 1, 2021 ("**Anticipated Commencement Date**").

B. Within thirty (30) days after the Commencement Date, Landlord and Tenant shall execute a certification ("**Declaration of Lease Commencement**") setting forth the Commencement Date and the expiration date of the term of the Lease, which shall be in the form attached hereto as Exhibit C. For the purpose of this Lease, "**Force Majeure Event**" shall mean any delays beyond the reasonable control of Landlord, such as acts of God, fire, earthquake, acts of a public enemy, riot, insurrection, unavailability of materials, governmental restrictions on the sale of materials or supplies or on the transportation of such materials or supplies, strike directly affecting construction or transportation of materials or supplies, shortages of materials or labor resulting from government controls, weather conditions, unavailability of possession of the Premises due to governmental action or inaction, or any other cause or events beyond the reasonable control of Landlord. If Landlord is unable to deliver possession of the Premises by the Anticipated Commencement Date, plus any extension due to a Force Majeure Event(s), this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, and the expiration date of the term of this Lease shall be extended for such delay; but in such

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event, Tenant shall not be liable for any rent until the Commencement Date; provided, however if such delays were caused or attributable to the Tenant, rent shall commence as of the scheduled Commencement Date.

3. Base Rent

3.1 Base Rent. Rent shall be due and payable in lawful money of the United States in advance on the first day of each month after the Commencement Date. Rent for any period during the Term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved. Tenant shall pay the first full month's Base Rent and any other charges upon execution of this Lease. Tenant shall pay to Landlord as base rent ("**Base Rent**") for the Premises, without notice or demand and without abatement, deduction, offset or set off, the following sums:

A. $2,835.00 per month for November 1, 2021 through March 31, 2023.

B. $2,940.00 per month for April 1, 2023 through March 31, 2024.

3.2 Place of Payment. All payments under this Lease to be made by Tenant to Landlord shall be made payable to, and mailed or personally delivered to Landlord at the following address or such other address(es) of which Landlord may notify Tenant from time to time: McClellan Realty, LLC, Post Office Box 1419, North Highlands, California 95660-1419.

3.3 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult, if not impossible, to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after said amount is past due, then, in addition to all other remedies provided herein, Tenant shall pay to Landlord a late charge equal to the greater of (i) ten percent (10%) of such overdue amount (but in no event greater than the maximum amount permitted by Law), or (ii) a service charge equal to the sum of $50.00 plus, in either event, $10.00 per day for each day after the due date for which Tenant's failure to pay continues and all attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant, and that it does not constitute a forfeiture or penalty. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Upon the assessment of a late charge, Landlord may require that all future payments of rent be made by cashier's check. Landlord may, at its option, include all late charges accrued during any calendar year in the estimated charges to be paid by Tenant for the ensuing year, and may deduct all late charges from the Security Deposit.

4. Security Deposit. Upon execution of this Lease, Tenant shall pay to Landlord a security deposit for the faithful performance of Tenant's obligations under this Lease in the amount of two thousand eight hundred thirty-five and No/100ths Dollars ($2,835.00) (the "**Security Deposit**"). Within ten (10) days of any increase in the Base Rent hereunder, Tenant shall pay to Landlord an amount necessary to increase the Security Deposit held by Landlord to the amount of the then current monthly Base Rent. If Tenant fails to pay Rent or other charges due hereunder, or otherwise defaults under this Lease, Landlord may use, apply or retain all or a portion of the Security Deposit to compensate Landlord for the amount due by Tenant (including reasonable attorneys fees) under this Lease. If Landlord uses or otherwise applies all or any portion of the Security Deposit, Tenant shall restore such Security Deposit within ten (10) days of notice from Landlord. The Security Deposit shall be non-interest bearing and Landlord shall be entitled to retain such funds in its general accounts. The balance of the Security Deposit not applied or used by Landlord as permitted in this Paragraph shall be refunded to Tenant thirty (30) days after the later of (i) expiration or other termination of this Lease, and (ii) Tenant has vacated the Premises. Tenant hereby waives any rights or benefits that may be available to Tenant by reason of California Civil Code Section 1950.7.

5. [Intentionally Deleted]

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6. Compliance with Law. Tenant shall not do anything or suffer anything to be done in or about the Premises or the Property which will in any way conflict with any federal and state law, statute ordinance, or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (collectively, "**Laws**"). At its sole cost and expense, Tenant, at its cost, shall promptly comply with all such Laws which relate to (i) Premises and Tenant's use thereof, (ii) the Alterations or other work done by Tenant in or about the Premises, or (iii) the Premises and Building to the extent such obligations are triggered by Tenant's Alterations or other work done by Tenant in or about the Premises, or use of the Premises by Tenant. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local government body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, which is related to Tenant's use and occupancy of the Premises, Tenant shall, at its sole cost and expense, comply promptly with such standards or regulations. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant.

7. Permitted Uses / Security.

7.1 Permitted Use. Tenant shall use and occupy the Premises throughout the Term of the Lease for office and classroom space for English language development classes for students over the age of 18 ("**Permitted Use**"), and for no other purpose. No use shall be made or permitted to be made of the Premises, nor acts done which will increase the existing rate of insurance upon the Building, or cause a cancellation of any insurance policy covering the Building, or any part thereof, nor shall Tenant sell, or permit to be kept, used, or sold, in or about the Premises, any article which may be prohibited by insurance policies maintained by Landlord. Tenant shall also specifically not permit any objectionable odor to escape or be emitted from the Premises and shall insure sanitation and freedom from odor, smell and infestation from rodents or insects. Tenant, at its expense, shall provide (and enclose if required by codes or Landlord) a dumpster or dumpsters for Tenant's trash in a location and manner approved by Landlord, and shall cause its trash to be removed at intervals reasonably satisfactory to Landlord. In connection therewith, Tenant shall keep the dumpster(s) clean and insect, rodent and odor free.

7.2 Security. During the Term, as an amenity to the various business operations within McClellan, the master association of McClellan, as established by the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for McClellan Park, recorded in the Official Records of Sacramento County in Book 20060512, at Page 1368, on May 12, 2006, as amended ("**Master CC&Rs**"), shall maintain a security service to conduct random security services of designated areas within McClellan, which services are anticipated to include roving patrols in security cars and limited video surveillance (such systems may not apply to the Premises); provided that Tenant acknowledges and agrees that such service cannot be relied on to provide any specific security to Tenant's business operations or stored inventory at the Premises. Tenant acknowledges and agrees that it shall be solely responsible for providing adequate security for its Premises, automobiles, trucks and containers, and its use of the Premises. Any security implemented by Tenant shall not interfere with the security which may be provided under the Master CC&Rs. Landlord shall have no responsibility to prevent, and shall not be liable to Tenant, its agents, employees, contractors, visitors or invitees, for losses due to theft, burglary or other criminal activity, or for damages or injuries to persons or property resulting from Tenant's storage materials at the Premises, equipment used in connection therewith, or from persons gaining access to the Premises or any part of the Property, and Tenant hereby releases Landlord and its agents and employees from all liabilities for such losses, damages or injury, regardless of the cause thereof.

8. Environmental Compliance.

8.1 Definitions. The definition of "**Hazardous Materials**" and "**Hazardous Materials Laws**" are set forth on Exhibit D-1.

8.2 Compliance with Hazardous Materials Laws. Tenant hereby agrees that Tenant and Tenant's officers, employees, representatives, agents, contractors, subcontractors, successors, assigns, subtenants, concessionaires, invitees and any other occupants of the Premises (for purposes of this Section 8, referred to collectively herein as "**Tenant Representatives**") shall (i) not cause or permit any Hazardous Materials in violation of Hazardous Materials Laws to be used on or about the Premises or Property, (ii) use only the Hazardous Materials

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identified in the Environmental Questionnaire, and (iii) comply with all Hazardous Materials Laws applicable to its Permitted Use. Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant's Representatives of Hazardous Materials on the Premises or the Property. Tenant is and shall be deemed to be the "operator" "in charge" of Tenant's "facility" and the "owner," as such terms are used in the Hazardous Materials Laws, of all Hazardous Materials and any wastes generated by Tenant or Tenant Representatives. Tenant shall be designated as the "generator," as such terms are used in the Hazardous Materials Laws, on all manifests relating to such Hazardous Materials or wastes generated by Tenant or Tenant Representatives.

8.3 Remediation of Tenant's Contamination. If the acts or omissions of Tenant or the Tenant's Representatives cause a release of Hazardous Materials at, on or under the Premises or areas adjacent thereto (**"Tenant's Contamination"**), then Tenant, at Tenant's sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Premises or the groundwater underlying the Premises to the extent required to comply with applicable Hazardous Materials Laws. Tenant shall not take any required remedial action in response to any Tenant's Contamination in or about the Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant's Contamination without first obtaining the prior written consent of Landlord, which may be subject to conditions imposed by Landlord as determined in Landlord's sole discretion. Tenant shall promptly deliver to Landlord, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises as part of Tenant's remediation of any Tenant's Contamination.

8.4 Notice of Hazardous Materials Matters. Each party hereto (for purposes of this Section, "**Notifying Party**") shall immediately notify the other party (for purposes of this Section, "**Notice Recipient**") in writing of: (i) any enforcement, clean up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Notifying Party or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters; and (iv) any spill, release, discharge or disposal of any Hazardous Materials in, on or under the Premises, the Property, or any portion thereof. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

8.5 Environmental Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord, and each of Landlord's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by (i) any Tenant's Contamination, or (ii) Tenant's failure to comply with any Hazardous Materials Laws applicable to it Permitted Use and with respect to the Premises. The provisions of this Section are separate and distinct from any other indemnification obligation under this Lease.

8.6 Environmental Indemnification by Landlord. Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant), protect, and hold Tenant, and each of Tenant's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind and claims for bodily injury or property damage, administrative or judicial proceedings, and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by the presence or release of Hazardous Materials on, in or

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under, or emanating from the Premises caused (i) by Landlord, or (ii) by any previous tenants within the Premises that have entered into lease documentation with Landlord. The provisions of this Section are separate and distinct from any other indemnification obligation under this Lease.

8.7 Air Force Environmental Obligation. Notwithstanding any other provision of this Lease to the contrary, which includes, but is not limited to, Sections 8.5 and 8.6, the parties acknowledge and agree that nothing in this Lease is intended to diminish, alter or negate the obligations of the Air Force concerning the existence of Hazardous Materials at McClellan, which includes, but is not limited to, the FFA, and the Air Force's obligations under applicable Federal or State laws, statutes, ordinances, regulations or other legal and/or equitable obligations (collectively, "**Air Force Environmental Obligation**"), and Tenant's and Landlord's indemnification obligations set forth in Section 8.5 and 8.6 shall not apply to any occurrence or event that is subject to the Air Force Environmental Obligation. The parties agree to reasonable cooperate with each other with regard to the pursuit of any claim against the Air Force.

8.8 Environmental Questionnaire. Prior to execution of this Lease, Tenant shall complete, execute, and deliver to Landlord an Environmental Questionnaire Disclosure Statement (the "**Environmental Questionnaire**"), in a form of Exhibit D-2 attached hereto. For a period of fifteen (15) days following Landlord's receipt of the Environmental Questionnaire, Landlord shall have the right to approve or disapprove such document. Tenant acknowledges that, in conjunction with Landlord's review of the Environmental Questionnaire, Landlord may require Tenant to comply with a "**Hazardous Materials Handling Plan,**" the approval of which by Landlord and Tenant is a condition precedent to each party's obligations hereunder (Tenant shall be responsible for the preparation of the draft Hazardous Materials Handling Plan). Tenant shall confirm that the information set for on the Environmental Questionnaire is accurate (or note modifications which will be subject to Landlord's approval under this Section) on an annual basis within ten (10) business days following Landlord's request for such confirmation. If, in conjunction with Tenant's Permitted Use, Tenant must commence the utilization of previously undisclosed Hazardous Materials, prior to the usage thereof, Tenant shall notify Landlord thereof, by written summary determining the scope of such usage and updating the Hazardous Materials Handling Plan to the extent required by such additional usage which notice shall specify: [Landlord's failure to respond within fifteen (15) days following receipt of this notice shall be deemed approval of this notice]. For a period of fifteen (15) days following Landlord's receipt of such notice, Landlord shall have the right to approve or disapprove of such documents which approval shall not be unreasonably withheld (provided such usage is consistent with Hazardous Materials Laws within such time period shall be deemed Landlord's disapproval thereof.

8.9 Waiver. Tenant, for itself and Tenant Representatives, hereby waives, releases and forever discharges Landlord, its agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the Lease Date or thereafter, which Tenant has or may have in the future, arising out of or relating to (i) the information provided in the Environmental Information, (ii) the failure of the Air Force to comply with the Air Force Environmental Obligation, or (iii) excepting Landlord's obligation under Section 10 of this Lease, the physical, economic condition, suitability of the Premises and/or Property for Tenant's Permitted Use and, excepting Landlord's obligation under Section 8.6 of this Lease, the environmental condition of the Premises and/or Property. Excepting Landlord's compliance with its obligation under this Lease, concerning the forgoing matters, Tenant hereby specifically waives the provisions of Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

DS FM
Landlord

DS MS
Tenant

8.10 Environmental Information. Tenant acknowledges receipt of the information attached hereto as Exhibit D-3 (collectively, "**Environmental Information**"). Such disclosures are not intended to be inclusive of all Hazardous Materials which were present at McClellan and each party hereto acknowledges that additional Hazardous Materials not set forth in such exhibit may have been or remain present at McClellan;

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provided, however, such disclosure shall not affect, in any manner, the obligation of the Air Force under applicable Law.

8.11 Landlord Entry. Landlord shall have the right to inspect the Premises for Hazardous Materials and compliance with the provisions of this Section 8 at all reasonable times upon reasonable advance oral or written notice to Tenant (except in the event of an emergency).

8.12 Air Force Entry. Tenant acknowledges that the Secretary of the Air Force, acting on behalf of the United States of America (**"Air Force"**), its agents, employees, contractors and subcontractors, has reserved the right to ingress, egress and access to the Premises, or portion thereof, to comply with its obligations under the Federal Facilities Agreement, entered into by U.S. EPA, Region IX, the State of California, and the Air Force, effective July 1989 ("**FFA**"), the McClellan Air Force Base Installation Restoration Program or in accordance with other hazardous waste remediation activities, whether imposed by law or regulatory agencies, and to perform various tasks, repairs, maintenance and obligations required during the Term. Tenant acknowledges that some or all of these actions may interfere with Tenant's quiet use and enjoyment of the Premises, and that such entrance may disrupt, interfere, and/or adversely affect Tenant's Building operations, including the Permitted Use, for the duration of such entrance; provided that Landlord shall use its good faith efforts to schedule such entrance in the least intrusive manner possible; provided, however, Landlord has no legal right to cause the Air Force to comply. Such entrance shall not constitute an actual or construction eviction and will not cause any form of liability, offset, abatement and/or claim against Landlord and/or the Air Force. To provide prior notice to Tenant for the required entrance by the Air Force, prior to the Commencement Date, Tenant shall complete the information set forth in Exhibit D-4, which information the Air Force may rely upon in providing such notice. If such information requires revision during the Term, Tenant shall notify, in writing, Landlord in accordance with Section 27 of this Lease.

8.13 Preexisting Hazardous Materials. IN NO EVENT SHALL TENANT BE RESPONSIBLE, IN ANY MANNER, FOR THE CLEANUP OF ANY HAZARDOUS MATERIALS (I) DESCRIBED IN THE ENVIRONMENTAL INFORMATION, OR (II) PRESENT AT THE PREMISES AS OF THE COMMENCEMENT DATE, EXCEPT TO THE EXTENT TENANT HAS CAUSED A TENANT'S CONTAMINATION OR REMEDIATION IS REQUIRED DUE TO AN ALTERATION.

8.14 Sewer Use Questionnaire. On or before December 31 of each calendar year, Tenant shall deliver to Landlord an updated "**Sewer Use Questionnaire**" in the form of Exhibit D-5 attached hereto.

8.15 Asbestos Notification for Commercial Property Constructed Before 1979. Tenant acknowledges that Landlord has advised Tenant the Building, because of its age, may contain asbestos-containing materials ("**ACMs**"). If Tenant undertakes an Alteration, Tenant shall, in addition to complying with the requirements of Article 13, undertake the Alterations in a manner that avoids disturbing any ACMs present in the Building. If ACMs are likely to be disturbed in the course of such work, Tenant shall encapsulate or remove the ACMs in accordance with an approved asbestos-removal plan and otherwise in accordance with all applicable Hazardous Materials Laws, including giving all notices required by Health and Safety Code Sections 25915-25919.7, as amended.

8.16 Exclusivity. The allocations of responsibility between, obligations and liabilities undertaken by, and indemnifications given by Landlord and Tenant under this Section 8, shall be the exclusive provisions under this Lease, applicable to the subject matter treated in this Section 8, and any other conflicting or inconsistent provisions contained in this Lease shall not apply with respect to the subject matter. Tenant and Landlord have been informed that certain California judicial decisions have held that, notwithstanding the specific language of a lease, courts may impose the responsibility for complying with legal requirements and for performing improvements, maintenance and repairs on a landlord or tenant based on the court's assessment of the parties' intent in light of certain equitable factors. Tenant and Landlord have each been advised by their respective legal counsel about the provisions of this Lease allocating responsibility for compliance with laws and for performing improvements, maintenance and repairs between Tenant and Landlord. Tenant and Landlord expressly agree that the allocation of responsibility for compliance with laws and for performing improvements, maintenance and repairs set forth in this Lease represents Tenant's and Landlord's intent with respect to this issue.

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8.17 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 8 shall survive the expiration or earlier termination of this Lease.

9. Utilities.

(a) Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises between the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturdays, State and Federal holidays exempted ("**Business Hours**"), subject to the conditions and in accordance with the standards set forth in writing by Landlord from time to time during the term of this Lease and delivered to Tenant, reasonable quantities of electric current for normal lighting and fractional horsepower office machines, water for lavatory and drinking purposes, heat and air conditioning required in Landlord's judgment for the comfortable use and occupation of the Premises. In addition, provided that Tenant is not in default hereunder, Landlord agrees to provide janitorial service to the Premises five (5) days a week, during such hours and days as Landlord may schedule, in its discretion, outside the hours for the Building set forth in the preceding sentence, in accordance with the specifications attached hereto as Exhibit E. Tenant acknowledges and agrees that Landlord may impose a reasonable charge for the use of any additional or unusual janitorial services required by Tenant's carelessness or the nature of Tenant's business. Landlord's obligation regarding any heating, ventilation and air conditioning ("**HVAC**") and electrical systems shall be limited to the Building's standard central HVAC and electrical systems, and Landlord shall have no obligation to maintain or repair any HVAC or electrical system that has been installed to accommodate Tenant's specific use of the Premises (provided, however, that any contractor retained by Tenant to maintain or repair any such HVAC or electrical system shall be subject to Landlord's reasonable approval). Landlord shall not be obligated to service, maintain, repair or replace any system or improvement in the Premises that has not been installed by Landlord at Landlord's expense, or which is a specialized improvement requiring additional or extraordinary maintenance or repair (by way of example only, if the standard premises in the Building contain fluorescent light fixtures, Landlord's obligation shall be limited to the replacement of fluorescent light tubes, irrespective of any incandescent fixtures that may have been installed in the Premises at Tenant's expense). Landlord shall not be liable for, and Tenant shall not be entitled to any abatement or reduction of rent by reason of Landlord's failure to furnish any of the foregoing when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character or for any other causes. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to the interruption or failure of any services to be provided under this Lease.

(b) If the temperature otherwise maintained in any portion of the Premises by the HVAC systems of the Building is affected by reason of any lights, machines or equipment used by Tenant in the Premises, or by the occupancy of the Premises by more persons than are contemplated by the design criteria of the HVAC systems, then Landlord shall have the right to install machines or equipment that Landlord reasonably deems necessary to restore temperature balance, including modifications to the standard air-conditioning equipment and electrical systems serving the Premises. The cost of any such equipment and modifications, including the cost of installation and any additional cost of operation and maintenance of the same, shall be paid by Tenant to Landlord upon demand.

(c) Tenant acknowledges and agrees that Tenant's use of the Premises during Non-Business Hours imposes additional burden on the Project's janitorial services, fluorescent light tubes, HVAC and electrical services, and the common areas. Accordingly, Non-Business Hours use of services will be made available to Tenant through an access or override switch accessible to Tenant and will be billed as an after hours rent assessment. After hours use will be metered and such costs will be payable by Tenant to Landlord upon demand. Such costs shall not exceed forty and no/100ths dollars ($40.00) per hour for the initial year of the Term.

(d) Tenant shall not, without the prior consent of Landlord, connect to the utility systems of the Building any apparatus, machinery or other equipment except typical office machines and devices such as electric typewriters, word processors, mini and micro-computers and office-size photocopiers. Nor shall Tenant, without the prior written consent of Landlord, connect to any electrical circuit in the Premises any apparatus or equipment with power requirements that exceed the designed electrical capacity of the Premises. Tenant shall pay the cost of all utilities and services supplied to Tenant in connection with Tenant's use of additional office equipment approved by Landlord hereunder. Tenant shall not, without the prior consent of Landlord, connect to any dedicated

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electrical circuit in the Premises electrical apparatus or equipment of any type having in the aggregate electrical power requirements in excess of two (2) amps per outlet. Notwithstanding Landlord's consent to such excess loading of circuits, Tenant shall pay the cost of any additional or above-standard capacity electrical circuits necessitated by such excess loading circuits and the installation thereof.

(e) All sums payable hereunder by Tenant for additional services or for excess utility usage shall be payable within thirty (30) days after written request from Landlord, including reasonable supporting documentation; except that Landlord may require Tenant to pay monthly for the estimated cost of Tenant's excess utility usage if such usage occurs on a regular basis, and such estimated amounts shall be payable in advance on the first day of each month.

10. Repairs by Landlord. Landlord shall maintain, repair and keep all exterior and demising walls, load bearing elements, foundations, roof, and common areas that form a part of the Building and Building standard mechanical, electrical, HVAC and plumbing systems, core restrooms, stairwells, mechanical and janitorial closets, and pipes and conduits that are provided by Landlord in the operation of the Building in a good operation condition, excepting repairs required due to the negligence or intentional acts of Tenant, its employees, invitees or representatives which shall be repaired by Tenant. Landlord shall maintain the grounds surrounding the Building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to Tenant to be defective which Landlord is required to repair and failure to so report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions. Landlord shall be required to commence such repairs within a reasonable period of time from receipt of Tenant's notice.

11. Repairs by Tenant. Tenant accepts the Premises in its present "As-Is," "Where Is" condition (except for the Tenant Improvements which are the responsibility of Landlord, if any), and specifically acknowledges that the Premises is suited for the uses intended by Tenant. Landlord shall not be liable for any latent or patent defects in the Premises, excepting Tenant Improvements constructed by Landlord, if any, pursuant to the Work Letter Agreement. Tenant acknowledges that Landlord has made no representation or warranty concerning the condition and state of repair of the Premises to the extent not constructed by Landlord. Tenant shall at its own cost and expense keep and maintain the Premises in good order and repair, promptly making all necessary repairs and replacements, including, but not limited to, all equipment and facilities and components thereof within the Premises, fixtures, walls (interior), finish work, ceilings, floors, lighting fixtures, bulbs and ballasts, utility connections and facilities within the Premises, windows, glass, doors, and plate glass, downspouts, gutters, air conditioning and heating systems, truck doors, dock levelers, bumpers, seals and enclosures, plumbing, electrical, termite and pest extermination, and damage to common areas caused by Tenant, excluding only those repairs expressly required to be made by Landlord hereunder. Any and all construction, maintenance and/or repairs to be done by Tenant, its agents, employees, contractors and/or subcontractors pursuant to this Section which would be deemed an Alteration (as hereinafter defined), as reasonably determined by Landlord, shall comply with the requirements of Section 13 of this Lease. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

12. Ad Valorem Taxes. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property shall be assessed and taxed with the Building, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property with supporting documentation.

13. Alteration of Premises. Tenant shall not make or suffer to be made any alterations, additions, or improvements (collectively, "**Alterations**") to or of the Premises, or any part thereof, without first obtaining the written consent of Landlord, which Landlord may withhold in its sole and absolute discretion.

14. Insurance

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14.1 Landlord's Insurance. Landlord shall maintain in full force and effect throughout the Term of this Lease general comprehensive liability insurance for the Building and general fire and extended coverage insurance on special form or such other broader coverage as may from time to time be customary on the Building in such amounts determined by Landlord.

14.2 Tenant's Insurance. Tenant agrees to take out and keep in force during the Term, without expense to Landlord, the policies of insurance as set forth below.

(A) Commercial general liability insurance, in the name of Tenant, insuring against any liability for injury to or death of persons resulting from any occurrence in or about the Building and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than $3,000,000.00 aggregate, $1,000,000.00 per occurrence. The amounts of such insurance required hereunder shall be adjusted from time to time as requested by Landlord based upon Landlord's determination as to the amounts of such insurance generally required at such time for comparable premises and buildings in the general geographical area of the Premises. In addition, such policy of insurance shall include the ordinary and usual coverage for any additional liability as coverage for any potential liability arising out of or because of any construction, work of repair or alterations done on or about the Premises by or under the control or direction of Tenant;

(B) Causes of Loss – Special Form property insurance, in an amount not less than one hundred percent (100%) of replacement cost covering all tenant improvements and alterations permitted under this Lease, floor and wall coverings, and Tenant's office furniture, business and personal trade fixtures, equipment, furniture system and other personal property from time to time situated in the Premises. Such property insurance shall include a replacement cost endorsement, providing protection against any peril included within the classification fire and extended coverage, sprinkler damage, vandalism, malicious mischief, and such other additional perils as covered in a "cause of loss-special form" standard insurance policy. The proceeds of such insurance shall be used for the repair and replacement of the property so insured, except that if not so applied or if this Lease is terminated following a casualty, the proceeds applicable to the leasehold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant;

(C) Workers compensation insurance as required by law and employer liability insurance with limits of not less than $1,000,000.00;

(D) Comprehensive automobile liability insurance with limits of not less than $1,000,000.00 combined bodily injury and property damage per occurrence; and

(E) Environmental Impairment Liability insurance with limits of not less than $1,000,000.00 or such other larger limits as may be reasonably required by Landlord, taking into consideration the extent and nature of Tenant's activities.

14.3 Certificates of Insurance. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies which are rated by Best Insurance Reports as A:XV or better and licensed or authorized to do business in the State of California. Each policy shall name (1) McClellan Business Park, LLC; (2) MP Holdings, LLC; (3) the County of Sacramento; and (4) the United States Air Force, and any other party designated by Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a separation of insureds condition, and (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance for Landlord's interest only. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is given possession of the Premises, and thereafter, within thirty (30) days after any demand by Landlord therefor. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable, materially changed or reduced in coverage except after thirty (30) days' written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said

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insurance on Tenant's behalf and charge the Tenant the premiums and a twenty-five (25%) percent administrative charge, which shall be payable upon demand.

14.4 Waiver of Subrogation. To the extent of any and all insurance maintained, or required to be maintained, by either Landlord or Tenant in any way connected with the Premises, Landlord and Tenant hereby waive on behalf of their respective insurance carriers any right of subrogation that may exist or arise as against the other party to this Lease. Landlord and Tenant shall cause the insurance companies issuing their insurance policies with respect to the Premises to waive any subrogation rights that the companies may have against Tenant and Landlord, respectively.

15. Indemnity.

15.1 Definitions. "**Tenant Parties**" shall mean, singularly and collectively, Tenant and Tenant's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as all persons and entities claiming through any of the foregoing persons or entities, and (ii) **"Landlord Parties"** shall mean singularly and collectively, Landlord and Landlord's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as to all persons and entities claiming through any of the foregoing persons or entities.

15.2 Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord and Landlord Parties, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by (a) the negligent acts or omissions of Tenant or Tenant Parties, (b) Tenant's breach of its obligations under this Lease; (c) Tenant's or any Tenant Party's use, possession, or occupancy of the Premises during the Term; (d) any work done, permitted or contracted for by Tenant or any Tenant Party on or about the Premises during the Term, or (e) the death or injury of any person during the Term, including Tenant or any person who is an employee or agent of Tenant, or damage to or destruction of any property during the Term, including property owned by Tenant or by any person who is an employee or agent of Tenant, from any cause whatever while such person or property is in or on the Premises. If any action or proceeding is brought against the Landlord by reason of the matters stated in this Section, Tenant, upon written notice from Landlord, shall, at Tenant's expense, defend such action or proceeding by counsel approved in writing by Landlord, such approval not to be withheld unreasonably. Notwithstanding anything to the contrary in this Lease, the obligations of Tenant hereunder shall not apply to claims, liability and/or damages to the extent arising from or related to Landlord's or Landlord's Parties negligence, willful acts or Landlord's breach of its obligations under this Lease. The provisions of this Section shall not apply to any of the provisions of Section 8 of the Lease.

15.3 Exculpation. Tenant, on behalf of itself and of all Tenant Parties, hereby waives, to the fullest extent permitted by Law, all claims against Landlord and the Landlord Parties for loss, theft or damages to goods, wares, merchandise or other property (whether tangible or intangible) in and about the Premises occurring during the Term, and for the injury or death to any persons in, on or about the Premises occurring during the Term. Under no circumstances shall Landlord be liable for special damages, indirect damages or other consequential damages, including without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

15.4 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 15 shall survive the expiration or earlier termination of this Lease.

16. Construction Liens. Tenant shall not suffer or permit any construction liens, mechanic's liens or materialman's liens to be filed against Landlord's interest in the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises. Landlord shall have the right at all reasonable times to post and keep posted on the Premises, any notices which it deems necessary for protection from such liens. Tenant shall have the right to contest by proper proceedings any such construction liens, mechanic's liens or material man's liens, provided that Tenant shall prosecute such contest diligently and in good faith and such contest shall not expose Landlord to any civil or criminal penalty or liability. Upon Landlord's demand, Tenant shall furnish Landlord a

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surety bond or other adequate security satisfactory to Landlord sufficient both to indemnify Landlord against liability and hold the Property free from adverse effect in the event the contest is not successful. If such liens are so filed and Tenant does not properly contest such liens, Landlord, at its election, and upon not less than ten (10) days prior written notice to Tenant, may pay and satisfy same and, in such event the sums so paid by Landlord, with interest thereon at the rate of eighteen percent (18.00%) per annum from the date of payment, and all actual and other expenses, including reasonable attorney's fees, so paid by Landlord, shall be deemed to be Rent due and payable by the Tenant at once without notice or demand.

17. Quiet Enjoyment. So long as an Event of Default does not exist, Tenant shall be entitled to quietly have, hold, and enjoy the Premises during the Term, subject to Landlord's rights under this Lease.

18. Landlord's Right of Entry. Landlord or its agents shall have the right to enter the Premises at reasonable times upon reasonable notice. Upon receipt of reasonable advance notice from Landlord, Tenant may arrange to have a designated representative accompany Landlord in entering the Premises. Landlord's right of reentry shall not be deemed to impose upon Landlord any obligation, responsibility, or liability for the care, supervision or repair of the Premises except that Landlord shall use reasonable care to prevent loss or damage to Tenant's property resulting from Landlord's entry. Landlord shall have the right at any time, without effecting an actual or constructive eviction and without incurring any liability to the Tenant therefor, to change the arrangement or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets or other public parts of the Building and to change the name, number or designation by which the Building are commonly known, provided that such action does not result in any unreasonable interference with Tenant's access to or use of the Premises. Notwithstanding the foregoing, Landlord shall have the right to enter the Premises without first giving notice to the Tenant in the event of an emergency where the nature of the emergency will not reasonably permit the giving of notice.

19. Destruction of Building

19.1 Loss Covered by Insurance. If, at any time prior to the expiration or termination of this Lease, the Premises or the Building is wholly or partially damaged or destroyed by a casualty, the loss to Landlord from which is (except for any applicable deductible) fully covered by insurance maintained by Landlord or for Landlord's benefit, which casualty renders the Premises totally or partially inaccessible or unusable by Tenant in the ordinary conduct of Tenant's business, then:

(A) Repairs Which Can be Completed Within One Year. Within sixty (60) days of notice to Landlord of such damage or destruction, Landlord shall provide Tenant with notice of its determination of whether the damage or destruction can be repaired within one (1) year of such damage or destruction without the payment of overtime or other premiums. If all repairs to such Premises or Building can, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction without the payment of overtime or other premiums, Landlord shall, at Landlord's expense, repair the same and this Lease shall remain in full force and effect and a proportionate reduction of the Rent shall be allowed Tenant for such portion of the Premises as shall be rendered inaccessible or unusable to Tenant, and which is not used by Tenant, during the period of time that such portion is unusable or inaccessible and not used by Tenant.

(B) Repairs Which Cannot Be Completed Within One Year. If all such repairs to the Building and Premises cannot, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction without the payment of overtime or other premiums, Landlord shall notify Tenant of such determination and Landlord may, at Landlord's sole and absolute option, upon written notice to Tenant given within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, elect to repair such damage or destruction at Landlord's expense, and in such event, this Lease shall continue in full force and effect but the Rent shall be proportionately reduced as hereinabove provided in Section 19.1(a). If Landlord does not elect to make such repairs, then either Landlord or Tenant may, by written notice to the other no later than ninety (90) days after the occurrence of such damage or destruction elect to terminate this Lease as of the date of the occurrence of such damage or destruction.

19.2 Loss Not Covered By Insurance. If, at any time prior to the expiration or termination of this Lease, the Premises or the Building is totally or partially damaged or destroyed from a casualty, the loss to

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Landlord from which is not fully covered by insurance maintained by Landlord or for Landlord's benefit, which damage renders the Premises inaccessible or unusable to Tenant in the ordinary course of its business, Landlord, at its option, upon written notice to Tenant within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, may elect to repair or restore such damage or destruction, or Landlord may elect to terminate this Lease. If Landlord elects to repair or restore such damage or destruction, this Lease shall continue in full force and effect but the Rent shall be proportionately reduced as provided in Section 19.1(a). If Landlord does not elect by notice to Tenant to repair such damage, or if the damage cannot, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction, the Lease shall terminate.

19.3 Destruction During Final Year. Notwithstanding anything to the contrary contained in Sections 19.1 and 19.2, if the Premises or the Building is wholly or partially damaged or destroyed within the final twelve (12) months of the Term of this Lease, Landlord may, at its option, by giving Tenant notice within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, elect to terminate the Lease.

19.4 Destruction of Tenant's Personal Property, Tenant Improvements or Property of Tenant's Employees. In the event of any damage to or destruction of the Premises or the Building, under no circumstances shall Landlord be required to repair any injury, or damage to, or make any repairs to or replacements of, Tenant's Personal Property. Landlord shall have no responsibility for any contents placed or kept in or on the Premises by Tenant.

19.5 Exclusive Remedy. This Section 19 shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building, and Tenant, as a material inducement to Landlord entering into this Lease, irrevocably waives and releases Tenant's rights under California Civil Code Sections 1932(2) And 1933(4), and any successor statues. No damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage to or destruction of all or any portion of the Premises or the Building.

20. Eminent Domain

20.1 Definitions. For purposes of this Lease, the word "condemned" is co-extensive with the phrase "right of eminent domain", that is, the right of the government to take property for public use, and shall include the intention to condemn expressed in writing as well as the filing of any action or proceeding for condemnation.

20.2 Exercise of Condemnation. If any action or proceeding is commenced for the condemnation of the Premises or any portion thereof, or if Landlord is advised in writing by any government (federal, state or local) agency or department or bureau thereof, or any entity or body having the right or power of condemnation, of its intention to condemn all or any portion of the Premises at the time thereof, or if the Premises or any part or portion thereof be condemned through such action, then and in any of such events Landlord may, without any obligation or liability to Tenant, and without affecting the validity and existence of this Lease other than as hereafter expressly provided, agree to sell and/or convey to the condemnor, without first requiring that any action or proceeding be instituted, or if such action or proceeding shall have been instituted, without requiring any trial or hearing thereof, and Landlord is expressly empowered to stipulate to judgment therein, the part and portion of the Premises sought by the condemnor, free from this Lease and the rights of Tenant hereunder. Tenant shall have no claim against Landlord nor be entitled to any part or portion of the amount that may be paid or awarded as a result of the sale, for the reasons as aforesaid, or condemnation of the Premises or any part or portion thereof, except that Tenant shall be entitled to recover from the condemnor and Landlord shall have no claim therefor or thereto for Tenant's relocation costs, loss of goodwill, for Tenant's trade fixtures, any removable structures and improvements erected and made by Tenant to or upon the Premises which Tenant is or may be entitled to remove at the expiration of this Lease and Tenant's leasehold estate hereunder.

20.3 Effect on Lease. If the entire Premises is condemned, this Lease shall terminate as of the earlier of such taking or loss of possession. If only a part of the Premises is condemned and taken and the remaining portion thereof is in Tenant's reasonable discretion not suitable for purposes for which Tenant has leased the Premises, either Landlord or Tenant shall have the option to terminate this Lease effective as of the earlier of such taking or loss of possession. If by such condemnation and taking only a part of the Premises is taken, and the remaining part thereof is in Tenant's reasonable discretion suitable for the purposes for which Tenant has leased the Premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the percentage that

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the floor area of that portion of the Premises physically taken by eminent domain bears to the floor area of the entire Premises.

21. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant ("**Default**"):

(a) The abandonment or vacation of the Premises by Tenant (failure to occupy and operate the Premises for thirty (30) consecutive days shall be deemed an abandonment).

(b) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of five (5) days after the due date.

(c) Tenant's failure to perform any other obligation under this Lease (including the Rules and Regulations) for ten (10) days after written notice from Landlord; however, if more than ten (10) days are reasonably required for cure, Tenant shall not be in default hereunder if Tenant shall promptly (and in any event within five (5) days after receipt of Landlord's notice) commence the cure of the default and diligently prosecute the same to completion, so long as cure is completed within thirty (30) days after receipt of Landlord's notice.

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors.

(e) The employment of a receiver to take possession of substantially all of the assets and business of Tenant or the Premises, if such receivership remains undissolved for a period of thirty (30) days after creation thereof.

(f) The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease, and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligation under this Lease.

Any notice given pursuant to this Section is in lieu of any written notice required by Law, including any notice required under Sections 1161 and 1161.1 of the California Code of Civil Procedure (or any similar or successor law), and Tenant waives (to the fullest extent permitted by law) the giving of any notice other than that provided for in this Section. To the extent the foregoing is not permitted by Law, any notice under this Section shall run concurrently with, and not in addition to, any similar time periods prescribed by applicable Law.

22. Remedies in Event of Default by Tenant.

22.1 Termination. In the event of a Default, Landlord shall have the right to terminate this Lease. The election to terminate may be stated in any notice served upon Tenant with respect to the Default. After the termination, Landlord may, pursuant to applicable Law, enter the Premises and remove Tenant, any other person occupying the same, and any or all trade fixtures, furnishings or equipment, and all other personal property contained in the Premises from time to time ("**Personal Property**"). Any such repossession shall be without prejudice to any of the remedies that Landlord may have under this Lease, or at law or in equity, by reason of the Default or the termination.

22.2 Continuation after Default. In the event of the occurrence of a Default, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under Section 22.1, and Landlord may enforce all its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in California Civil Code Section 1951.4 (lessor may continue to lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). Landlord shall further have all remedies under

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any other applicable code section. Acts of maintenance, preservation or efforts to lease the Premises, or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease, shall not constitute an election to terminate Tenant's right to possession in the absence of written notice to the contrary.

22.3 Damages upon Termination. Should Landlord terminate this Lease pursuant to the provisions of Section 22.1 Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the California Civil Code or any other applicable code section. Landlord shall be entitled to recover from Tenant: (a) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord in maintaining or preserving the Premises after such Default, recovering possession of the Premises, expenses of reletting the Premises to a new tenant, (including necessary renovations, alterations and improvements to the Premises, and leasing commissions incurred), and all attorneys' and other professional and paraprofessional fees and other costs and expenses incurred in good faith in connection with any of the foregoing. The "worth at the time of award" of the amounts referred to in (a) and (b), above shall be computed with interest at the maximum lawful rate. The "worth at the time of award" of the amount referred to in (c), above shall be computed by reference to the formula prescribed by, and using the lowest discount rate permitted under, any applicable Law.

22.4 Remedies Cumulative. All rights, privileges and elections or remedies of the parties are cumulative and, to the extent permitted by any Law and except as otherwise provided herein, are not alternative.

23. Default by Landlord.

23.1 Right to Cure. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligations within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion.

23.2 Remedies in Event of Default by Landlord. Except as expressly set forth in, and limited by, the terms of this Lease, Tenant hereby waives and relinquishes any and all rights which Tenant may have to terminate this Lease or to withhold Rent for any reason whatever, including without limitation on account of any default by Landlord of its obligations under this Lease, and any damage to, or condemnation, destruction or state of disrepair of, the Premises (specifically including but not limited to, those rights under California Civil Code Sections 1932, 1933(4), 1941, 1941.1 and 1942). Tenant's sole remedy for a breach of this Lease shall be limited to an action for damages, injunctive relief or specific performance of this Lease. Under no circumstances shall Landlord be liable for special damages, indirect damages or other consequential damages, including without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

24. Surrender of Premises. On or before the expiration of the Lease Term, Tenant shall vacate the Premises in broom clean condition and otherwise in the same condition as existed on the Commencement Date, ordinary wear and tear and fire and casualty loss excepted, except that any Alterations made within and on the Premises by Tenant shall remain, in the same condition and repair as when constructed or installed, reasonable wear and tear and fire and casualty loss excepted, unless Landlord required removal as provided in Section 13. In addition, Tenant shall remove from the Premises all Tenant's Personal Property in order that Landlord can repossess the Premises on the day this Lease or any extension hereof expires or is sooner terminated. Any such removals by Tenant shall be accomplished in a manner which will minimize any damage or injury to the Premises and any resulting damage or injury shall be repaired by Tenant at its sole cost and expense within thirty (30) days after Tenant vacates.

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25. Holding Over. Should Tenant hold over and remain in possession of the Premises after the expiration of this Lease, without the written consent of Landlord, such possession shall be as a month-to-month tenant. Unless Landlord agrees otherwise in writing, Base Rent during the hold-over period shall be payable in an amount equal to one hundred fifty percent (150.00%) of the Base Rent paid for the last month of the Term hereof until Tenant vacates the Premises and the Security Deposit shall increase to an amount equal to the increased monthly Base Rent. All other terms and conditions of this Lease shall continue in full force and effect during such hold-over tenancy, which hold-over tenancy shall be terminable by either party delivering at least one (1) month's written notice, before the end of any monthly period. Such hold-over tenancy shall terminate effective as of the last day of the month following the month in which the termination notice is given.

26. Notice. All notices, demands or requests required or permitted under this Lease shall be in writing and delivered personally, by facsimile, or mailed postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express, addressed as set forth below. Any party may designate a different address by notice similarly given. Any notice, demand or request so given, delivered or made by United States mail shall be deemed to have been given or delivered or made on the third business day following the day on which the same is deposited in the United States mail as registered or certified mail, return receipt requested, addressed as above provided, with postage thereon fully prepaid. Any such notice, demand or document delivered by facsimile shall be deemed to be given, delivered or made on the day sent as confirmed by sender's written facsimile confirmation. Any such notice, demand or document not given, delivered or made by registered or certified mail as aforesaid, shall be deemed to be given, delivered or made on receipt of the same by the party to whom the same is to be given, delivered or made, addressed as follows:

TO LANDLORD: McClellan Realty, LLC
3140 Peacekeeper Way
McClellan, California 95652
Telephone: (916) 965-7100
Facsimile: (916) 568-2764
Attention: President and Executive Vice President & General Counsel

TO TENANT: _____
_____
_____
Attention: _____
Telephone: (916) _____
Facsimile: (916) _____

27. Assignment and Subletting. Tenant shall not directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or Tenant's leasehold estate hereunder (collectively, "**Assignment**"), or permit the Premises to be occupied by anyone other than Tenant or sublet the Premises (collectively, "**Sublease**") or any portion thereof without Landlord's prior written consent in each instance, which consent may be withheld in its sole discretion

28. Attorney's Fees. If Tenant or Landlord shall be in breach or default under this Lease, such party (the "**Defaulting Party**") shall reimburse the other party (the "**Non-Defaulting Party**") upon demand for any costs or expenses that the Non-Defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Project by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code,

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as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord, or at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

29. Brokers. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the Premises and this Lease, and that it knows of no real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Tenant shall pay any other commission or finder's fee due if claimed through the actions of Tenant.

30. Subordination of Lease. This Lease is subject and subordinate to any mortgages which may now or hereafter be placed upon or affect the property or Building of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions hereof, provided that the holder(s) of such mortgage(s) shall agree in writing not to disturb the possession of the Premises by Tenant or the rights of Tenant under this Lease so long as Tenant is not in material default (subject to applicable notice and cure rights in favor of Tenant as contained in this Lease) in the performance of its obligations thereunder and, in the event of foreclosure, Tenant agrees to look solely to the mortgagee's interest in the Property for the payment and discharge of any obligations imposed upon the mortgagee or Landlord under this Lease. This clause shall be self-operative, and no further instrument or subordination shall be necessary unless requested by a mortgagee or the insuring title company, in which event Tenant shall sign, within five (5) business days after requested, such instruments and/or documents as the mortgagee and/or insuring title company reasonably request be signed ("**SNDA**").

31. Relocation. At any time after Tenant's execution of this Lease, Landlord shall have the right, upon providing Tenant ninety (90) days' written notice, ten (10) days if Tenant has not yet taken possession of the Premises, to provide Tenant with reasonably similar space elsewhere within McClellan which would accommodate Tenant's Permitted Use ("**Proposed Relocation Space**") and to move Tenant to such space. In the event Landlord moves Tenant to such new space, then this Lease and each and all of the Terms, covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space except that a revised floor plan shall become part of this Lease and shall reflect the location of the new space. Landlord shall be solely responsible for the payment of all moving and relocation expenses of Tenant as are actually incurred in connection with such relocation. For a period of ten (10) days after Tenant's receipt of the notice concerning the Proposed Relocation Space, Tenant may reject such relocation. In such event, Landlord shall have the right to (i) withdraw its intention to relocate, or (ii) terminate this Lease.

32. Estoppel Certificates and Financial Statements.

32.1 Estoppel Certificate. Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior request by Landlord, execute, acknowledge and deliver to Landlord, or to such other persons who may be designated in such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the Rent and any other charges have been paid in advance, and such other items requested by Landlord, including without limitation, the Commencement Date and expiration date, Rent amounts, and that no offsets or counterclaims are present. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or encumbrancer (including assignee) of the Premises.

32.2 Financial Statements. If Landlord desires to finance, refinance, or sell the Building, or the Property, or any part thereof, Tenant shall deliver to Landlord, or to such potential lender or purchaser designated by Landlord, such financial information regarding Tenant, as may reasonably be required to establish Tenants' creditworthiness. All financial information provided by Tenant to Landlord or any lender or potential purchaser shall be held by the recipient in strict confidence and may not be used or disclosed by the recipient except for the purpose of determining Tenants' creditworthiness in connection with Tenants' obligations under this Lease.

33. Short Form of Lease. Tenant shall not record this Lease, or a short form of this Lease, without Landlord's prior written consent.

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34. Signs. Tenant shall not place any sign upon the Premises without Landlord's prior written consent (all such approved signage shall comply with Law and Landlord's signage design criteria, as such exists from time to time). Tenant shall maintain any such signs installed on the Premises. Unless otherwise expressly agreed herein, Landlord reserves the right to install, and all revenues from the installation of, such advertising signs on the Premises, including the roof, as do not unreasonably interfere with the conduct of Tenant's business.

35. [Intentionally Deleted]

36. Force Majeure. In discharging its duties under this Lease, Landlord shall be held to a standard of reasonableness and shall not be liable to Tenant for delays caused by Force Majeure Events.

37. Rules and Regulations. Tenant shall faithfully observe and comply with the nondiscriminatory rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all nondiscriminatory modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy to them to Tenant (a copy of the present Rules and Regulations is attached hereto as Exhibit G). Landlord shall use its reasonable efforts to enforce compliance with such rules, but shall not be responsible to Tenant for the nonperformance of any of said rules by other tenants or occupants.

38. Limitation on Liability. In consideration of the benefits accruing hereunder, Tenant and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Landlord: (1) Tenant's sole and exclusive recourse shall be against Landlord's interest in the Premises and Tenant shall not have any right to satisfy any judgment which it may have against Landlord from any other assets of Landlord; (2) no member, partner, stockholder, director, officer, employee, beneficiary or trustee (collectively, "**Partner**") of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction over Landlord); (3) no service of process shall be made against any Partner of Landlord (except as may be necessary to secure jurisdiction over Landlord); (4) no Partner of Landlord shall be required to answer or otherwise plead to any service of process; (5) no judgment will be taken against any Partner of Landlord; (6) any judgment taken against any Partner of Landlord may be vacated and set aside at any time nunc pro tunc; (7) no writ of execution will ever be levied against the assets of any Partner of Landlord; and (8) these covenants and agreements are enforceable both by Landlord and also by any Partner of Landlord.

39. Infrastructure Cooperation. Tenant acknowledges that certain utility and/or operation systems which service the Premises and/or the expansion space(s) which are available to Tenant under this Lease may service adjacent premises and/or buildings. In this regard, to the extent that the controls, lines, mechanical systems and/or infrastructure for such systems must be utilized on a non-exclusive basis between Tenant and other third party tenants , as determined by Landlord, Tenant agrees to execute all documentation necessary to provide for such non-exclusive utilization, which documentation, among other provisions, would allocate on a reasonable basis, the expense of use, operation, maintenance and repair of such system between such users, provided that such documentation shall not cause material interference with Tenant's Permitted Use. Tenant shall execute such documentation within ten (10) days following its receipt thereof.

40. General Provisions.

40.1 CASp Inspection Certification. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist ("**CASp**"). In addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." If Tenant desires to obtain such CASp inspection, the CASp party, the scope of the inspection and date such inspection shall be performed shall be subject to the prior written approval of Landlord, which will not be unreasonably withheld. Landlord shall have the

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right to have a representative present during such inspection. The cost of such inspection shall be paid by Tenant without reimbursement or other payment from Landlord. Any work required to be completed as described in the CASp report shall be performed and paid for by Tenant. Landlord reserves the right to contest the findings in any CASp inspection report obtained by Tenant by having another CASp inspect the Premises.

40.2 Definition of Rent. "**Rent**" or "**rent**" shall mean the total of all sums due to Landlord from Tenant hereunder, including but not limited to Base Rent, Additional Rent, Utilities/Services, and all other fees and charges owed to Landlord as well as all damages, costs, expenses, and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, and, in the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay rent.

40.3 Governing Law. This Lease shall be governed by the laws of the State of California and the parties hereto agree that venue shall be proper in any state or federal court located within the state.

40.4 Successors and Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; if Landlord or Tenant is comprised of multiple parties, each of such parties hereto shall be jointly and severally liable hereunder.

40.5 Entire Agreement. This Lease, the exhibits herein referred to, and any addendum executed concurrently herewith, are the final, complete and exclusive agreement between the parties and cover in full each and every agreement of every kind or nature, whatsoever, concerning the Premises and all preliminary negotiations and agreements of whatsoever kind or nature, are merged herein. Landlord has made no representations or promises whatsoever with respect to the Premises, except those contained herein, and no other person, firm or corporation has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord, and Tenant expressly agrees that if any such representations or promises have been made by others, Tenant hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding. Unless otherwise provided herein, no supplement, modification, or amendment of this Lease shall be binding unless executed in writing by the parties.

40.6 Captions. The captions of paragraphs of this Lease are for convenience only, and do not in any way limit or amplify the Terms and provisions of this Lease.

40.7 Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

40.8 Authority. The person(s) executing this Lease warrants that he or she has the authority to execute this Lease and has obtained or has the requisite corporate or other authority to do the same.

40.9 Counterparts. This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each party may execute a facsimile or electronic counterpart signature page of this Lease. Each such facsimile or electronic counterpart signature page shall constitute a valid and binding obligation of the party signing such counterpart.

40.10 Execution. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate as of the day and year first above written.

LANDLORD:

McCLELLAN REALTY, LLC, a Delaware limited liability company

By: DocuSigned by: 3E385EBFE6C241B...

Name: Frank Myers

Title: Chief Operating Officer

Date: 11/8/2021 | 12:14 PST

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: DocuSigned by: Murdock Smith E65F74F20BF3462...

Name: Murdock Smith

Title: Executive director

Date: 11/4/2021 | 2:22 PDT

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EXHIBITS

Exhibit A-1 -	McClellan
Exhibit A-2 -	Premises
Exhibit A-3 -	Building
Exhibit A-4 -	Parking Areas
Exhibit B -	[Intentionally Deleted]
Exhibit C -	Declaration of Lease Commencement
Exhibit D-1 -	Definition of Hazardous Materials
Exhibit D-2 -	Environmental Questionnaire
Exhibit D-3 -	Environmental Information
Exhibit D-4 -	Air Force Notification Request
Exhibit D-5 -	Sewer Use Questionnaire
Exhibit E -	Janitorial Specifications
Exhibit F -	[Intentionally Deleted]
Exhibit G -	Rules and Regulations

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EXHIBIT A-1

McCLELLAN

accs-oct26item03
Attachment 3
Page 4309 of 7368
CICA - 4344

Administrative Record, as submitted by
Twin Rivers Unified School District

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Exhibit A-1
McClellan - Property

Highlands Community Charter School
Building 242
5411 Luce Avenue, McClellan

CICA AR 004309

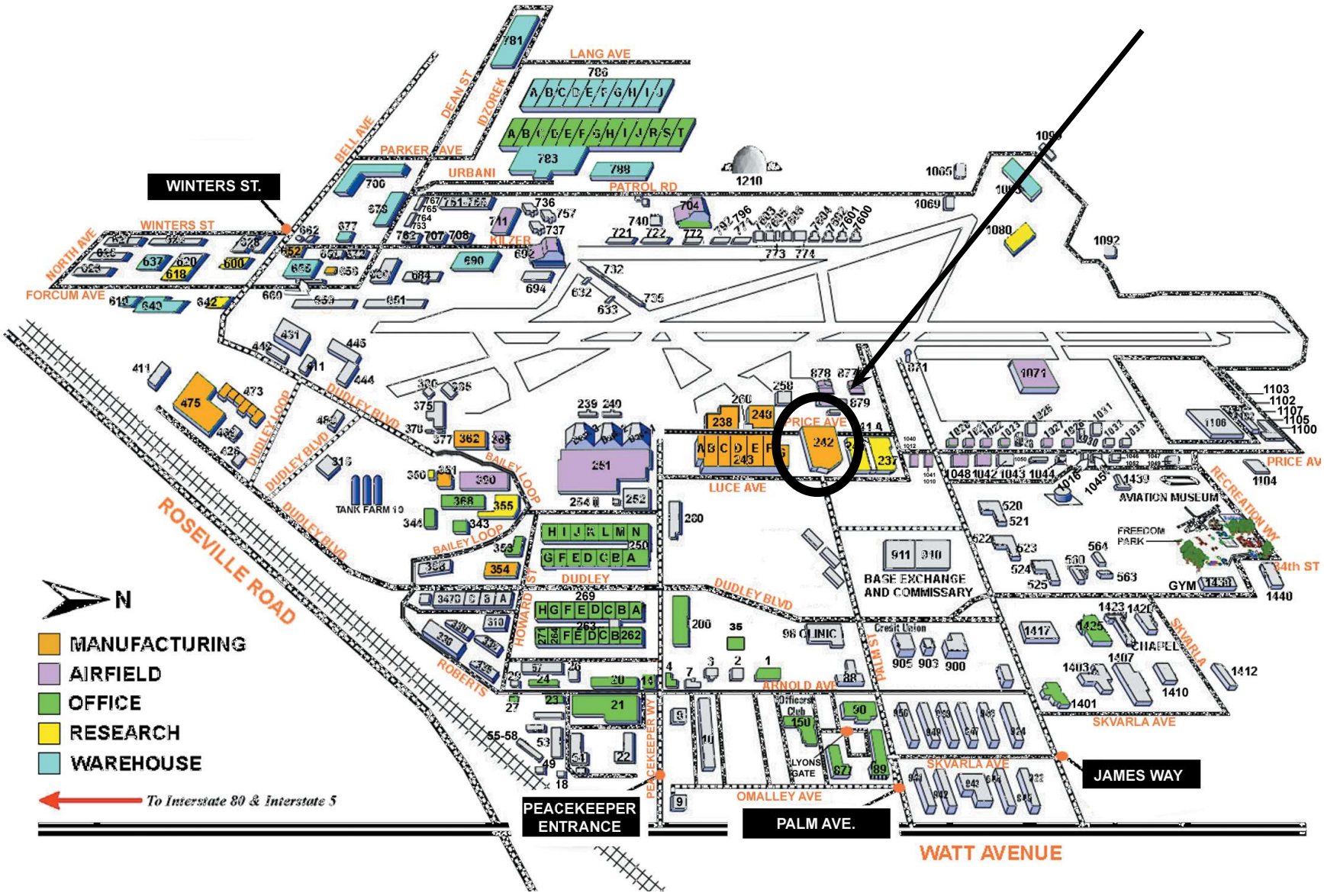

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EXHIBIT A-2

PREMISES

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EXHIBIT A-2
PREMISES

1ST FLOOR

DS
MS

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 242
5411 LUCE AVENUE, MCCLELLAN

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EXHIBIT A-3

BUILDING

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EXHIBIT A-3
BUILDING



DS
MS

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 242
5411 LUCE AVENUE, MCCLELLAN

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EXHIBIT A-4

PARKING AREAS

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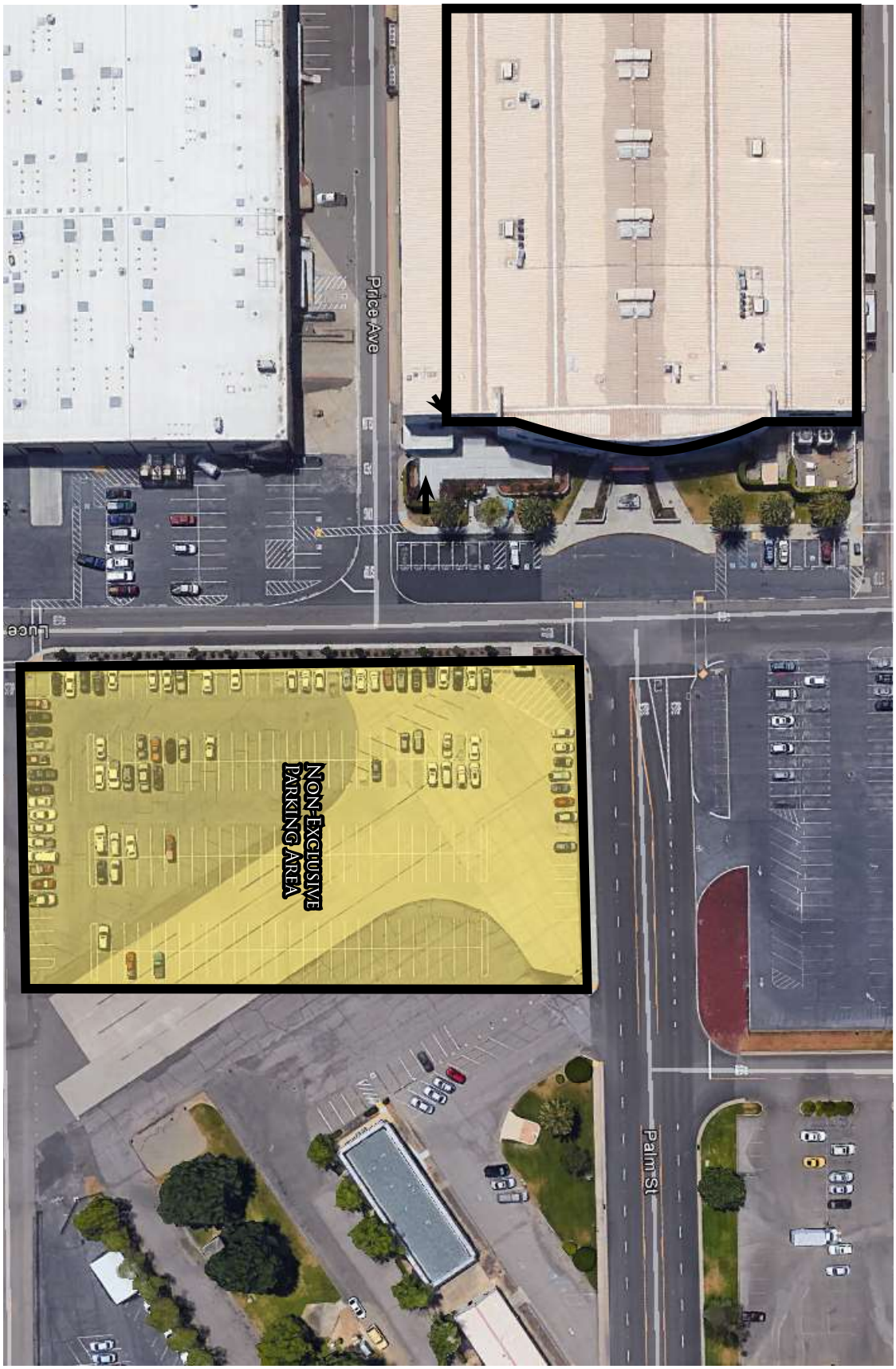
Exhibit A-4
Parking Area



DS

Highlands Community Charter School
Building 242
5411 Luce Avenue, McClellan

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EXHIBIT B

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EXHIBIT C

DELCARATION OF LEASE COMMENCEMENT

This is to confirm that the Commencement Date, as defined in Paragraph 2.2 of the attached lease, for the property commonly known as _____**[Property Address]**_____, Suite #_____ and containing approximately _____ square feet pursuant to the lease dated _____, 20___ between **McCLELLAN REALTY, LLC**, a Delaware limited liability company and ____**[Tenant]**_____,is, for all purposes, agreed to be _____, 20___.

LANDLORD:	**TENANT:**
McCLELLAN REALTY, LLC, a Delaware limited liability company	_____, a _____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

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EXHIBIT D-1

DEFINITIONS OF HAZARDOUS MATERIALS

"**Hazardous Materials**" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Property is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted.

"**Hazardous Materials Laws**" shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities (including without limitation the U.S. Air Force) and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

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EXHIBIT D-2

ENVIRONMENTAL QUESTIONNAIRE

The purpose of this form is to obtain information regarding the use, if any, of hazardous substances in the process proposed on the premises to be leased. Any such use must be approved in writing by Landlord. Prospective tenants should answer the questions in light of their proposed operations on the premises. Existing tenants should answer the questions as they relate to ongoing operations on the premises and should update any information previously submitted. If additional space is needed to answer the questions, you may attach separate sheets of paper to this form. Your cooperation in this matter is appreciated. Any questions should be directed to, and when completed, the form should be mailed to:

Alan Hersh, Senior Vice President
McClellan Business Park
3140 Peacekeeper Way
McClellan, CA 95652
(916) 965-7100; (916) 568-2764 fax
ash@mcclellanpark.com

1. General Information.

Name of Responding Company:_____

Check the Applicable Status: Prospective Tenant ☐ Existing Tenant ☐

Mailing Address:_____

_____

Contact Person and Title:_____

Telephone Number: (___) _____ Email: _____

McClellan Park (MP) Address of Proposed Premises to be leased:_____

_____

Length of Lease Term:_____

North American Industry Classification System (NAICS) Code Number: _____

*Visit the **North American Industry Classification System (NAICS)** website to identify your code at www.naics.com .*

Describe the proposed operations to take place on the property, including principal products manufactured, services and a brief process flow description to be conducted. Existing tenants should describe any proposed changes to ongoing operations.

_____

_____

_____

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2. Use and/or Storage of Hazardous Materials.

2.1 Will any hazardous materials be used or stored onsite?

Hazardous Wastes Yes ☐ No ☐
Hazardous Chemical Products Yes ☐ No ☐

2.2 Does your business generate hazardous waste? Yes ☐ No ☐

If yes, what is your Generator ID Number? _____

2.3 ***Attach the list of any hazardous materials/wastes to be used, stored, or generated at the premises, its hazard class, the quantities that will be generated on a monthly basis onsite at any given time, and the location and method of storage (e.g., 55-gallon drums on concrete pad).***

Please provide Material Safety Data Sheets (MSDS) on such materials.

2.4 Describe the method(s) of disposal for each waste. Indicate where and how often disposal will take place. _____

_____

_____

2.5 If you generate a hazardous waste, based on your maximum volume of hazardous waste generated during a calendar month, please check the appropriate box below:

☐ Less than 100 kilograms (220 pounds)
☐ More than 100 kilograms but less than 1000 kilograms (2200 pounds)
☐ More than 1000 kilograms
☐ More than 55 gallons
☐ More than 200 cubic feet

2.6 Has your business filed for a Consolidated Hazardous Materials Permit from the Sacramento County Environmental Management Department?

Yes ☐ No ☐

If so, attach a copy of the permit application.

2.7 Are any of the chemicals used in your operations regulated under Proposition 65?

Yes ☐ No ☐

If so, describe the actions taken, or proposed to be taken, to comply with Proposition 65 requirements.

_____

_____

_____

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2.8 Do you store or use or intend to store or use acutely hazardous materials above threshold quantities requiring you to prepare a Risk Management Plan (RMP)?

Yes ☐ No ☐

3. Storage Tanks/Pumps.

3.1 Are any above or below ground storage of gasoline, diesel, or other hazardous substances in tanks or pumps being used as a part of your present process or proposed for use on this leased premises?

Yes ☐ No ☐

If yes, describe the materials to be stored, and the type, size and construction of the pump or tank. ***Attach copies of any permits obtained for the storage of such substances.***

_____

_____

3.2 If you have an above ground storage tank (AST), do you have a spill prevention containment and countermeasures (SPCC) plan? *(Also see Question 5.1)*

Yes ☐ No ☐ Not Applicable ☐

3.3 Have any tanks, pumps or piping at you existing facilities been inspected or tested for leakage? ***If so, attach the results.***

Yes ☐ No ☐ Not Applicable ☐

3.4 Have any underground storage tanks, sumps or piping been taken out of service or removed at the proposed facility or facilities that you operate?

Yes ☐ No ☐ Not Applicable ☐

If yes, attach copies of any closure permits and clearance obtained from regulatory agencies relating to closure and removal of such tanks.

4. Spills/Leaks.

4.1 During the past year, have any spills occurred on any site you occupy?

Yes ☐ No ☐ Not Applicable ☐

If yes, please describe the spill and ***attach the results of any process conducted to determine the extent of such spills.***

_____

_____

_____

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4.2 Were any agencies notified in connection with spills or leaks from tanks, pumps or piping?

Yes ☐ No ☐ Not Applicable ☐

If yes, describe and ***attach copies of any spill reports or other correspondence with regulatory agencies.***

_____

_____

4.3 Were any clean-up actions undertaken in connection with the spills?

Yes ☐ No ☐ Not Applicable ☐

If yes, briefly describe the actions taken. ***Attach copies of any clearance letters obtained from any regulatory agencies involved and the results of any final soil or groundwater sampling done upon completion of the clean-up work.***

_____

_____

_____

5. Waste Management / Environmental Protection.

5.1 Indicate any environmental permits or plans you have for your operations under the Lease. (*Check all that apply).* ***Attach copies of any hazardous waste permits or licenses issued to your company with respect to its operations on the premises***.

☐	NPDES Permit(s)	Dated (renewal):
☐	MDAQMD Permit(s)	List Source(s):
☐	UST/AST Permit(s)	Tank Numbers:
☐	Hazardous Materials Business	Dated:
☐	Site Specific Spill Plan	Dated:
☐	Spill Prevention, Control and Countermeasures Plan (SPCC)	Dated:

5.2 Has your company filed a biennial report as a hazardous waste generator? ***If so, attach a copy of the most recent report filed.***

Yes ☐ No ☐

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5.3 Are hazardous wastes stores in secondary containments?

Yes ☐ No ☐

Are any of the following materials handled, generated, stored, treated or disposed anywhere at your facility? (*Check all that apply)*

☐ Flammable or combustible liquids
☐ Compressed gases
☐ Hazardous wastes
☐ PCBs
☐ Pesticides
☐ Radioactive materials

5.4 For any items checked above, provide a list of locations where such activities occur. (*Use additional pages if necessary):*

_____

_____

5.5 Please list all subcontractors that operate under a license within leased or subleased facilities and/or areas (including but not limited to) subcontractors for lighting/electrical, plumbing, HVAC, pest services, landscaping and/or building maintenance services). (*Use additional pages if necessary.)*

_____ _____

_____ _____

_____ _____

Do any of these subcontractors store, mix or utilize chemicals on site? Yes ☐ No ☐

If yes, what types and quantities?_____

_____

_____

5.6 If you generate hazardous waste, how many employees handle hazardous waste at your facility?

☐ _____# of employee(s) who handle hazardous waste

Indicate the name of the person(s) responsible for maintaining copies of hazardous waste manifests completed for offsite shipments of hazardous waste:

_____

_____

5.7 Describe the procedures followed to comply with OSHA Hazard Communication Standard requirements.

_____

_____

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5.8 Is any treatment, processing and recycling of hazardous wastes currently conducted or proposed to be conducted at the premises:

Yes ☐ No ☐

If yes, please describe any existing or proposed treatment, processing or recycling methods.

_____

_____

5.9 Do you ever have any pest control services come to your facility to apply pesticides?

Yes ☐ No ☐

If so, please provide the following information:

Name of Company/Licensed Applicator: _____

6. Wastewater Treatment/Discharge.

6.1 Will your proposed operation require the discharge of wastewater to?

Storm drain	Yes ☐	No ☐	Sewer	Yes ☐	No ☐
Surface water	Yes ☐	No ☐	Industrial discharge	Yes ☐	No ☐

6.2 Does your business have a Sewer Use Questionnaire on file with Sacramento Regional County Sanitation District?

Yes ☐ No ☐

6.3 Is your wastewater treated before discharge?

Yes ☐ No ☐ Not Applicable ☐

If yes, describe the type of treatment conducted.

_____

_____

_____

6.4 Does your business conduct operations outside the building or store materials outside?

Yes ☐ No ☐ Not Applicable ☐

6.5 Do you have a Storm Water Pollution Prevention Plan (SWPPP)?

Yes ☐ No ☐ Not Applicable ☐

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6.6 Does your business have a General Permit for storm water discharge associated with industrial activity?

Yes ☐ No ☐ Not Applicable ☐

6.7 Does your business operate under a National Pollution Discharge Elimination System (NPDES) Permit?

Yes ☐ No ☐ Not Applicable ☐

6.8 ***Attach copies of any wastewater discharge permits issued to your company with respect to its operations on the premises.***

7. Air Discharges. [1]

7.1 Do you have or intend to have any air filtration systems or stacks that discharge into the air?

Yes ☐ No ☐

7.2 Do you operate or plan to operate any of the following types of equipment, or any other equipment requiring an air emissions permit?

Spray booth	Yes ☐	No ☐
Dip tank	Yes ☐	No ☐
Drying oven	Yes ☐	No ☐
Incinerator	Yes ☐	No ☐
Other (please describe)	Yes ☐	No ☐
Boiler	Yes ☐	No ☐
I/C Engine	Yes ☐	No ☐
Emergency Backup Generator	Yes ☐	No ☐
Processes that apply coatings, inks, adhesives or use solvents	Yes ☐	No ☐

7.3 Do you emit or plan to emit any toxic air contaminates?

Yes ☐ No ☐

7.4 Are air emissions from your operations monitored?

Yes ☐ No ☐

1 NOTE: Businesses will have to comply with prohibitory rules regardless of whether they have or need a permit.

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If yes, indicate the frequency of monitoring and a description of the monitoring results.

_____

_____

7.5 ***Attach copies of any air emissions permits pertaining to your operations on the premises.***

8. Enforcement Actions, Complaints.

8.1 Has your company, within the past five years, ever been subject to any agency inspections, enforcement actions, administrative orders, or consent decrees?

Yes ☐ No ☐

If you received inspections by a Federal, State, County or other local regulator within the last year, please list below (***provide a copy of any inspection notices received for the inspections listed below***):

Agency	Inspection Date	Violations Noted?	Violations Resolved?	Violations Unresolved?

If yes, describe the actions and any continuing compliance obligations imposed as a result of these actions.

_____

_____

8.2 Has your company ever received requests for information, notice or demand letters, or any other inquiries regarding its operations?

Yes ☐ No ☐

8.3 Have there ever been, or are there now pending, any lawsuits against the company regarding any environmental or health and safety concerns?

Yes ☐ No ☐

8.4 Has any environmental audit ever been conducted at your company's current facility?

Yes ☐ No ☐

If yes, discuss the results of the audit.

_____

_____

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8.5 Have there been any problems or complaints from neighbors at the company's current facility?

Yes ☐ No ☐

Please describe:

_____

_____

9.0 Construction and Alterations.

9.1 Facility Alterations:

Facility alterations include the placement, construction, modification or demolition/removal of any improvements or structures on your leased premises.

Have you made any facility alterations within the last year? ☐ Yes ☐ No

Did any of the alterations involve Lead Based Paint? ☐ Yes ☐ No

Describe any alterations planned in the next 12 months:

_____

_____

9.2 Identify the point of contact for obtaining Air Force approval of facility alterations/modifications:

_____

10.0 Historic Property.

10.1 List any historical structures located within the leased premises:

_____

11.0 Restrictions.

11.1 Encroachment Permit:

The Lessee shall not conduct (or permit sublessees or licensees to conduct) any subsurface excavation, digging, drilling or other disturbance of the soil surface unless specifically authorized by the AFRPA. Requests to conduct any of the previously described activities shall be submitted in the form of a completed AFRPA Encroachment Permit.

11.2 Jurisdictional Wetlands:

The Lessee will minimize destruction, loss, or degradation of wetlands found in the leased premises.

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11.3 Endangered Species and Protected Habitat:

The Lessee will consult with the Department of Agriculture, U.S. Fish and Wildlife Service to determine of a mitigation/compensation package for endangered species habitat losses resulting from Lessee's development is required.

12.0 Concerns, Comments and Suggestions.

12.1 Identify any environmental, health, safety or property management concerns, comments, and/or suggestions, which may affect lease compliance (*Use additional pages if necessary):*

_____

_____

_____

The undersigned hereby certifies that all of the information contained in this questionnaire is accurate and correct.

TENANT

_____,

a _____

By: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT D-3

ENVIRONMENTAL INFORMATION

- Covenant to Restrict Use of Property, Recorded in the Official Records of the county on July 19, 2010, at Page 301, Book 20100719. A full copy is available to view at Landlord's office.

- Quitclaim Deed between the United States of America and the County of Sacramento, Recorded in the Official Records of the County on July 15, 2010, at Page 0796, Book 20100715. A full copy is available to view at Landlord's office.

- Quitclaim Deed between the County of Sacramento and MP Holdings, LLC, Recorded in the Official Records of the County on July 15, 2010, at Page 0797, Book 20100715. A full copy is available to view at Landlord's office.

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EXHIBIT D-4

AIR FORCE NOTIFICATION REQUEST

From time to time various environmental proposals, construction projects, and modifications to existing systems will be undertaken by the Environmental Management group at McClellan AFB. These projects may temporarily create disruption in the operation of your business.

To provide adequate notification and to allow your input on these projects, and/or changes, Environmental Management will notify you in advance of new projects or changes.

Please complete the information request form where you would like information sent.

Notification Request Form

Leased Space:_____

Building:_____

Bay:_____

Square Footage:_____

Use:_____

Lease Start Date:_____ Lease End Date:_____

Business Name:_____

Contact Name:_____

Address:_____

Email:_____

Telephone:_____

DS MS

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EXHIBIT D-5

SEWER USE QUESTIONNAIRE
(McClellan Park)

Sacramento Regional County Sanitation District

As part of its mission to provide environmentally sound and economically responsible sewer service to its customers, the Sacramento Regional County Sanitation District (District) has a program to control the types and amounts of waste discharged to the sewer system. As part of this program the District requires that all businesses complete a Sewer Use Questionnaire. This questionnaire must be completed regardless of whether or not the discharge is connected to the sewer or to a septic system. This will allow us to update our records accurately.

Instructions

- Please, print legibly or type.
- Complete all information that applies to your business
- *Optional* information items are not required but may allow us to waive follow-up information requests and/or inspections.

1a.	Name of Responding Company:	
	Mailing Address:	
	Contact Person:	Telephone:
1b.	Proposed/Existing Tenant Company Name:	
	Identify Street Address, Suite Nos. and Building Nos. of the facility(ies) at McClellan Park: **_____, McClellan, CA 95652**	
	Contact Person:	Telephone:

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2. Description of business(es):

(list types of products/services/processes)

3. Identify total square footage of facility (further detail square footage of differing use: *e.g.,* production, warehouse, office space):

4. *Optional* - North American Industry Classification System (NAICS) code number: _____ (formerly SIC code). This entry, either SIC or NAICS, is helpful to us if you have it available.

(If you do not know your NAICS code you may call the Industrial Waste Section at 875-6470 and we can look it up for you.)

5. Number of full-time employees at this location: _____

6. Business hours: _____

7. Excluding rest rooms, lunchroom, and landscape watering, do you use water in any of your business activities? ☐ Yes ☐ No

8. Describe business activities (processes) which generate wastewater at this location:

_____

_____

9. Excluding sanitary wastewater, approximate amount of process wastewater discharged to the sewer per day: _____

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10. List any substances, materials, or chemicals that may be present in your wastewater.

_____ _____

_____ _____

_____ _____

_____ _____

(You may attach additional sheets if necessary.)

_____

11. Do you (or a contractor) discharge or plan to discharge surface cleaning* wastewater to the sewer system at your place of business? ☐ Yes ☐ No

*Surface cleaning is generally defined as any activity which uses powered cleaning equipment and water to remove any substance from outside surfaces. Surface cleaning includes, but is not limited to, transportation related washing (vehicle and lot washing, etc.), structural cleaning (sidewalks, plazas, service stations, buildings, etc.), food related cleaning (restaurant and grocery alleys, kitchen grease fixtures, lunch wagons, etc.).

12. Do you have any of the following? (Circle one)

Sump Oil/sand/water interceptor Grease Trap Grease Interceptor **None**

I certify that the information furnished herein is true and correct to the best of my knowledge. **(Must be signed by operator or manager of the facility.)**

Signature: _____ Date: _____

Name (type or print): _____

Title: _____

Make a copy for your records and send completed questionnaire to:

McClellan Park
3140 Peacekeeper Way
McClellan, CA 95652
Attention: Legal Department

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EXHIBIT E

JANITORIAL SPECIFICATIONS

LOBBY RECEPTION AREA

(a) Clean entry glass door inside and outside (Daily)
(b) Clean all metal surfaces. (Daily)
(c) Spot clean walls. (As needed)
(d) Dust vents. (Once per week)
(e) Empty trash receptacle, replace w/liners. (Daily)
(f) Vacuum mats and all carpeted areas. (Daily)
(g) Dust all pictures on walls. (As needed)
(h) Dust window sills. (As needed)
(i) Sweep and mop floor. (Daily)

OFFICE AREAS AND CONFERENCE ROOMS & CUBICLES

(a) Empty all trash receptacles, replace w/liners. (Daily)
(b) Vacuum and all carpeted areas. (Daily)
(c) Dust all horizontal area. (Daily)
(d) Dust window sills. (Daily)
(e) Dust bottoms of chairs. (2X's per week)
(f) Clean all glass. (Daily)
(g) Clean top of credenzas, file cabinets, desks (papers not to be disturbed. (Daily)
(h) Clean white boards. (Daily)
(i) All blinds will be dusted. (2X's per week)
(j) Dust the tops of cubicles. (Daily)

RESTROOMS

(a) Clean and disinfect wash basins, toilets and urinals. (Daily)
(b) Spot clean and disinfect walls. (Daily)
(c) Clean all mirrors. (Daily)
(d) Replenish all paper and soap products. (Daily)
(e) Sweep and mop floors with disinfectant cleaner. (Daily)
(f) Empty trash receptacles, replace with liners. (Daily)
(g) Disinfect all sinks, counters. (Daily)
(h) Replenish sanitary napkins. (Daily)
(i) Dispose of used sanitary napkins in trash dispensers. (Daily)
(j) Clean and disinfect water fountains. (Daily)

DS MS

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KITCHEN/COFFEE AREAS

(a) Empty trash receptacles, replace with liners. (Daily)

(b) Sweep and mop floor. (Daily)

(c) Wipe clean counters. (Daily)

(d) Tables and counters will be damped wiped. (Daily)

(e) Sinks will be cometized. (Daily)

(f) Microwaves will be cleaned inside and out. (Daily)

(g) Refrigerators will be cleaned inside once per week on Fridays.

(h) Trash containers will be cleaned outside. (Daily)

STAIRCASE/ELEVATOR

(a) Vacuum stairs. (Daily)

(b) Wipe down railing. (Daily)

(c) Polish chrome in elevator. (Daily)

(d) Vacuum carpet in elevator. (Daily)

SUPPLY CLOSET

(a) Neatly store cleaning supplies and equipment. (Daily)

MAINTENANCE

(a) Report any plumbing or maintenance issues, or unusual circumstances. (As needed)

SECURITY

(a) Lock all doors we find locked. (Daily)

(b) All janitorial employees will be uniformed. (Daily)

(c) Set all alarms. (Daily)

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EXHIBIT F

[Intentionally Deleted]

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EXHIBIT G

RULES AND REGULATIONS

1. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally. No tenant shall invite to the demised Premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and facilities of the Building by other tenants.

2. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building outside of normal business hours as Landlord may deem to be advisable for the protection of the property. All tenants, their employees, or other persons entering or leaving the Building at any time when it is so locked may be required to sign the Building register when so doing, and the watchman in charge may refuse to admit to the Building while it is so locked Tenant or any of Tenant's employees, or any other person, without a pass previously arranged, or other satisfactory identification showing his right of access to the Building at such time. Landlord assumes no responsibility and shall not be liable for any damage resulting from any error in regard to any such pass or identification, or from the admission of any unauthorized person to the Building.

3. Landlord reserves the right to exclude or expel from the Building or in regard to any such pass or identification, or from the admission of any unauthorized person to the Building, or any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Building or in violation of any law, order, ordinance, or governmental regulation.

4. The entries, corridors, stairways and elevators shall not be obstructed by any tenant, or used for any other purpose than ingress or egress to and from its respective offices. Tenant shall not bring into or keep within the Building any animal or vehicle.

5. Freight, furniture, business equipment, merchandise and bulky matter of any description ordinarily shall be delivered to and removed from the demised Premises only in the designated freight elevator and through the service entrances and corridors, but special arrangements will be made for moving large quantities or heavy items of equipment and supplies into or out of the Building.

6. All entrance doors in the demised Premises shall be left locked when the demised Premises are not in use.

7. Tenant shall not attach or permit to be attached additional locks or similar devices to any door, transom or window of the demised Premises; change existing locks or the mechanism thereof; or make or permit to be made any keys for any door thereof other than those provided by Landlord. (If more than two keys for one lock are desired, Landlord will provide them upon payment therefor by Tenant).

8. Canvassing, soliciting or peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.

9. Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto or use the name of the Building for any purpose other than the business address of the Tenant.

10. The drinking fountains, lavatories, water closets and urinals shall not be used for any purpose other than those for which they were installed.

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11. No awnings or other projections over or around the windows or entrances of the demised Premises shall be installed by any tenant. Tenant shall not change the draperies or the color of induction unit enclosures in any manner which will alter the Building's appearance from the outside of the Building.

12. Rooms or other areas used in common by tenants shall be subject to such regulations.

13. Landlord is not responsible to any tenant for the non-observance or violation of the Rules and Regulations by any other tenant.

14. Landlord reserves the right by written notice to Tenant, to rescind, alter to waive any rule or regulation at any time prescribed for the Building when, in Landlord's reasonable judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.

15. The Tenant shall not exhibit, sell or offer for sale on the demised Premises or in the Building any article or thing except those articles and things essentially connected with the stated use of the demised Premises by the Tenant without the advance consent of the Landlord.

16. The Tenant shall never use any picture or likeness of the Building in any circulars, notices, advertisements or correspondence without the Landlord's consent.

17. The Tenant shall cooperate fully with the Landlord to assure the effective operation of the Building's air conditioning system. If Tenant shall so use the demised Premises that noxious or objectionable fumes, vapors and odors exist beyond the extent to which they are discharged or eliminated by means of the flues and other devices contemplated by the various plans, specifications and leases, then Tenant shall provide proper ventilating equipment for the discharge of such excess fumes, vapors and odors so that they shall not enter into the air conditioning system or be discharged into other vents or flues of the Building or annoy any of the tenants of the Building or adjacent properties. The design, location and installation of such equipment shall be subject to Landlord's approval.

18. All loading and unloading of merchandise, supplies, materials, garbage and refuse shall be made only through such entryways and elevators and at such times as the Landlord shall designate. In its use of the loading areas in the basement, the Tenant shall not obstruct or permit the obstruction of said loading area and at no time shall park or allow its officers, agents or employees to park vehicles therein except for loading or unloading.

19. There shall not be used or kept anywhere in the Building by any tenant or persons or firms visiting or transacting business with a tenant any hand trucks, except those equipped with rubber tires and side guards, or other vehicles of any kind.

20. The Tenant shall not contract for any work or service which might involve the employment of labor incompatible with the Building employees or employees of contractors doing work or performing services by or on behalf of the Landlord.

21. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the demised Premises without the prior written consent of the Landlord.

22. No sign, advertisement notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside or inside of the demised Premises or of the Building, without the prior written consent of Landlord. In the event of any violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for Tenant by Landlord at the expense of Tenant, and shall be of a quality, quantity, type, design, color, size, style, composition, material, location and general appearance acceptable to Landlord.

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23. The sashes, sash doors, skylights, windows and doors that reflect or admit light or air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels, or other articles be placed on the window sills, or in the public portions of the Building.

24. Tenant shall not mark, paint, drill into or in any way deface any part of the demised Premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct.

25. No animal or bird of any kind shall be brought into or kept in or about the demised Premises or the Building.

26. Neither Tenant nor any of Tenant's agents, servants, employees, contractors, visitors or licensees shall at any time bring or keep upon the demised Premises any inflammable, combustible or explosive fluid, chemical or substance.

27. No additional locks, bolts or mail slots of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any change be made in existing locks or the mechanism thereof. Tenant must, upon the termination of the tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

28. Landlord shall have the right to prohibit any advertising referring to the Building which, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as a first-class building for offices, and upon notice from Landlord, Tenant shall refrain from or discontinue such advertising.

29. Tenant's contractors shall, while in the Building or elsewhere in the complex of which the Building forms a part, be subject to and under the control and direction of the Superintendent of the Building (but not as agent or servant of said Superintendent or of Landlord).

30. If the demised Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the demised Premises by Tenant, its agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith at Tenant's expense cause the same to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.

31. The requirements of Tenant will be attended to only upon application at the office of the Building. Building personnel shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.

32. Excepting bottled water utilized by Tenant, no water cooler, air conditioning unit or system or other apparatus shall be installed or used by Tenant without the written consent of Landlord.

33. Tenant shall install and maintain, at Tenant's sole cost and expense, an adequate visibly marked (at all times properly operational) fire extinguisher next to any duplicating or photocopying machine or similar heat producing equipment, which may or may not contain combustible material, in the demised Premises.

34. Tenant shall not use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the demised Premises, nor shall Tenant use any picture of the Building in its advertising, stationery or in any other manner without the prior written permission of Landlord. Landlord expressly reserves the right at any time to change said name without in any manner being liable to Tenant therefor.

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent time: 02/20/2026 01:15:44 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png HCCTS Facility Lease Agreement Response 11.20.25.pdf

---------- Forwarded message ---------
[redacted]

[redacted]

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 6:08 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

Hello Shari,

Attached below is the HCCTS Facility Lease Agreement response list that you requested. It includes a comprehensive list of the leases, MOUs, and additional notes that may be useful for you and your team as you are reviewing the attachments.
Please let me know if you have any questions.

Thank you,
Melissa

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
>
> Project Manager
>
> Twin Rivers Unified School District
>
> 5115 Dudley Boulevard
>
> McClellan, CA 95652
>
> Tel 916-566-1600 ext. 31252
>
> Fax 916-566-3590

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Director of Accountability & Assessment

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

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HCCTS Facility Lease Agreement Response 11.20.25.pdf

	Location	Lease Provided to TRUSD	MOU Provided	Notes
1	33rd St. | 2520 33rd St, Sacramento, CA 95817	☑	☐	
2	37th Ave. | 3301 37th Avenue, Sacramento, CA 95824	☑	☐	
3	Center Pkwy. | 7839 Center Parkway, Sacramento, CA 95823	☑	☐	The correct address is 7833 Center Pkwy
4	College Oak Dr. | 4545 College Oak Drive, Sacramento, CA 958	☑	☐	
5	Folsom Blvd. | 10013 Folsom Blvd, Sacramento, CA 95827	☑	☐	
6	Franklin Blvd. | 5961 Franklin Blvd, Sacramento, CA 95824	☑	☐	
7	Hillsdale Blvd. | 5655 Hillsdale Blvd, Sacramento, CA 95842	☑	☐	
8	Howe Ave. | 1111 Howe Avenue, Sacramento, CA 95825	☑	☐	
9	Hurley Way | 3205 Hurley Way, Sacramento, CA 95864	☑	☐	
10	3727 Marconi Ave, Sacramento, CA 95821	☑	☐	
11	7817 Old Auburn Road, Citrus Heights, CA 95610	☑	☐	
12	800 Todhunter Avenue, West Sacramento, CA 95605	☑	☐	
13	901 Arden Way, Sacramento, CA 95815	☑	☐	
14	Florin Rd. 3801 Florin Road, Suite 107, Sacramento, CA 95823	☑	☐	
15	Boxwood St. 2260 Boxwood Street, Sacramento, CA 95815	☑	☐	
16	8180 Industrial Parkway, Sacramento CA 95824	☑	☐	
17	5537 Hemlock Street, Sacramento CA 95841	☑	☐	
18	2300 Edison Ave, Sacramento CA	☑	☐	

HCCTS Facility Lease Agreement Response 11.20.25.pdf

19	12th Street, 701 12th Street, Suite 203, Sacramento CA	☑	☐	
20	7720 24th Street, Sacramento, CA 95832	☑	☐	
21	6853 65th Street, Sacramento, CA 95828	☑	☐	
22	406 9th Avenue, San Diego, CA 92101	☑	☐	
23	10121 Westminster Ave., Garden Grove, CA	☑	☐	
24	3600 American River Dr., Sacramento, CA	☑	☐	
25	6270 Elder Creek Road, Sacramento, CA 95824	☑	☐	
26	5750 Sunrise Blvd., #100 Citrus Heights, CA 95610	☑	☐	
27	1215 Howe Ave., Sacramento, CA 95834	☐	☑	Asher College- CTE partnership, we did not have a lease here, will send the MOU
28	4441 Auburn Blvd, Suites H, M, and J Sacramento, CA 95841	☑	☐	
29	7171 Bowling Dr., #1120, Sacramento CA 95823	☑	☐	
30	8211 Bruceville Rd, #115 and #125 Sacramento, CA 95823	☑	☐	
31	715 C Street, Marysville, CA 95901	☑	☐	
32	555 Capitol Mall, Sacramento, CA 95814	☑	☐	1275 sublease included
33	7839 Center Parkway, Sacramento, CA 95823	☐	☐	Already provided at the top, site listed twice
34	229 Clark Avenue, Yuba City, CA 95991	☑	☐	
35	4813 El Camino Ave., Suites A and B, Carmichael, CA 95608	☑	☐	
36	14361 Euclid Street, Garden Grove, CA 92843	☑	☐	
37	6110 Fair Oaks Blvd., Unit A, Carmichael CA 95608	☑	☐	

HCCTS Facility Lease Agreement Response 11.20.25.pdf

38	2310 Fair Oaks Blvd, Sacramento, CA 95825	☑	☐	Suites C and C2 & D two different leasese
39	Federico, 1515 Sports Drive, Sacramento, CA 95834	☐	☑	This was a CTE partner site for hair and beauty- no lease available, send MOU
40	9555 Folsom Blvd, Suites E, F, H, Sacramento, CA 95827	☑	☐	
41	10017 Folsom Blvd, Sacramento, CA 95827	☑	☐	
42	1333 Grand Avenue, Sacramento, CA 95838	☑	☐	
43	431 Hayes Avenue, Sacramento, CA 95838	☑	☐	
44	5537 Hemlock Street, Sacramento, CA 95841	☑	☐	Duplicate- Hemlock is listed on this list twice
45	9880 Jackson Road, Sacramento, CA 95827	☑	☐	
46	Oakland, 2325 East 12th St., Oakland, CA 94601	☑	☐	
47	Oakland 2, 8480Edes Ave., Oakland, CA 94621	☑	☐	
48	1050 Fulton Ave., #110 & #150 Sacramento CA 95825	☑	☐	Two different lease agreements, both sent
49	1100 Fulton Avenue, #F, Sacramento, CA 95825	☑	☐	1120 Fulton Ave is the lease address
50	1100 Las Palmas Avenue, Sacramento, CA 95815	☑	☐	1100 Las Palmas is the wrong address. The correct address is 2667 Del Paso Blvd located at Calvary Christian, site #50
51	5411 Luce Ave, McClellan, CA 95652	☑	☐	
52	1431 C St., Marysville, CA 95901	☑	☐	
53	3730 Marysville Blvd., Sacramento CA 95838	☑	☐	
54	5950 Florin Rd., Sacramento, CA 95823	☐	☑	CTE Program Mixed Barbering, not executed
55	1326 O Street, Sacramento CA 95814	☑	☐	
56	3144 Palm Street, McClellan Park, CA 95652	☑	☐	

57	3237 Peacekeeper Way, McClellan, CA 95652	☑	☐	Not executed, lease and lease termination are seprate documents
58	4350 Raley Blvd, Sacramento, CA 95838	☑	☐	
59	8401 Jackson Road, Sacramento, CA 95826	☑	☐	Address is 8411 Jackson Road
60	1964 Rumrill Blvd, San Pablo, CA 94806	☑	☐	
61	730 S Street, Sacramento, CA 95811	☑	☐	
62	1041 Lyon Ave, South Lake Tahoe, CA 96150	☑	☐	
63	30 Seavey Circle, Sacramento, CA 95818	☐	☐	SHRA- Unofficial partnership, no lease, we never paid or had a lease for this, no MOU on file
64	560 South A Street, Oxnard, CA 93030	☑	☐	
65	4330 Watt Ave., Sacramento, CA	☐	☑	Former CTE partner site- Gurnick, no lease, providing MOU
66	328 West Third Street, Oxnard, CA 93030	☑	☐	

image003.png



image002.png



image004.png



image001.jpg



image005.png

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent time: 02/20/2026 01:14:37 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 072 - 4441 Auburn Blvd Suites H, J, & M.pdf 073 - 3727 Marconi Ave.pdf 074 - 406 9th Ave Suite 310 (Inactive 11.15.25).pdf 075 - 701 12th St Suite 203 (Inactive 06.28.24).pdf 077 - 3730 Marysville Blvd (Inactive 08.15.25).pdf 078 - 6110 Fair Oaks Blvd #A, #B & #C (Inactive 11.30.24).pdf 079 - 7833 Center Parkway.pdf 080 - 1326 O Street (Inactive 09.12.25).pdf

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---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:45 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

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>
> Thank you.
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> *Shari Warta*
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> Project Manager
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> Tel 916-566-1600 ext. 31252
>
> Fax 916-566-3590

--

Melissa Roberson | Director of Accountability & Assessment
a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
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075 - 701 12th St Suite 203 (Inactive 06.28.24).pdf

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

5/24/2024

Via Electronic Mail

Capitol Compliance Management
Jimmy Crabbe, CEO
701 12th Street
Sacramento, California 95814

Subject: **Thirty (30) Day Notice**

Mr. Crabbe,

This letter is in reference to the Memorandum of Understanding (MOU) that was executed on March 27, 2023. Pursuant to Section 19 of the MOU, we regretfully inform you that we wish to terminate the MOU in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is Friday, June 28, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the MOU.

Should you have any questions or concerns, please do not hesitate to contact me at 916.839.6982 or via email at mayra.valdivia@hccts.org.

1333 GRAND AVENUE • SACRAMENTO, CA 95838
916.844.2283 • WWW.HCCTS.ORG

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Thank you,

Mayra Valdivia,
Acting Executive Director
Highlands Community Charter & Technical Schools

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916.844.2283 • WWW.HCCTS.ORG

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Capitol Compliance Management

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
701 12th Street

Requester's name and address (optional)

6 City, state, and ZIP code
Sacramento, CA 95814

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
8 2 - 1 1 0 8 8 1 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ 12-2-2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
CAPITOL COMPLIANCE MANAGEMENT

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of March, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Capitol Compliance Management, a California for profit organization, organized and existing under the laws of the State of California (hereinafter "CCM").

I. RECITALS

WHEREAS, CCM leases that real property commonly known as 701 12th Street, Sacramento, California 95814, an approximate 15,667 square foot office building ("Premises"). HIGHLANDS desires to sublease from CCM, and CCM desires to sublease to HIGHLANDS, suite 203, an approximate 3,300 square foot office suite (the "Site"). CCM warrants it is acting within authority to sublease said Site.

WHEREAS, HIGHLANDS and CCM desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of CCM Site during the 2022-23 and 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and CCM hereby agrees as follows:

1. General Information.
   A. Both HIGHLANDS and CCM agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

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C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and CCM while attending classes at the Site.

2. Use of the Site.

CCM hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all CCM policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

A. CCM will facilitate off-site parking, subject to additional fees, at HIGHLANDS' sole expense. Term. HIGHLANDS' use of the Site shall be for the 2022-23 and 2023-24 school years commencing on March 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with CCM shared use of the Site, if any. CCM shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to CCM. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and CCM equipment thereon, shall revert to CCM.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide CCM with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from CCM, if available. Upon completion of equipment conducted by CCM, HIGHLANDS agrees to maintain an inventory to

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account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and CCM agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) CCM shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

CCM agrees to provide space to HIGHLANDS as described in section 2 at a charge of $6,600 per month for 3,300 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.

HIGHLANDS agrees to pay $390 per month during the period of March 1, 2023 through December 31, 2023 for a "proportional share" of property taxes.

HIGHLANDS shall pay CCM a one-time fee of ten thousand dollars ($10,000.00) in exchange for CCM providing certain furniture, desks, white boards, audio visual related equipment and signage thereafter owned by HIGHLANDS.

4. Financial/Recordkeeping Obligations.

HIGHLANDS will reimburse the cost of janitorial at $1,000, security at $1,500, instructional services at $7,000 provided by appropriately credentialed career technical education teacher, administrative oversight at $1,000 and the cost of a liaison at $2,000 on a monthly basis. Additional expenses may apply, subject to the mutual agreement of the parties.

CCM shall prepare a monthly invoice itemized by the services provided. This invoice shall be paid within 30 days of receipt and approval of invoice.

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5. Intellectual Property ("IP") Rights.

(a) CCM Deliverables. CCM shall own all right, title, and interest in and to all information and materials created or provided by or on behalf of HIGHLANDS within the scope of the curricula delivered at the Site including, but not limited to, all creative content, computer code, methodologies and other information and/or materials created by or under the direction of CCM, despite its incorporation in or use with such curricula.

(b) HIGHLANDS Property. Notwithstanding subsection (a) above, all creative content, computer code, methodologies and other information and/or materials created by HIGHLANDS prior to or fully outside the scope of this MOU shall remain the sole and exclusive property of HIGHLANDS, despite its incorporation in or use with such curricula.

6. Instruction.

All curricula for classes taught for HIGHLANDS students must be approved by appropriate HIGHLANDS's staff.

Any and all staff teaching HIGLANDS students must meet with HIGHLANDS Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing and training is in place. HIGHLANDS will participate in the evaluation and ongoing training process for all teachers. HIGHLANDS's executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

7. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of CCM. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires CCM to perform emergency or major maintenance and repairs, HIGHLANDS shall notify CCM directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health

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hazard, or prevent significant damage to CCM property. CCM reserves the right to implement a process for submission of maintenance /repair requests.

8. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without CCM prior written consent. CCM approval of any improvements, including the work schedule, work hours, and modifications, shall be at CCM's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with CCM construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. CCM or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and CCM may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event CCM requires the cessation of work, CCM and HIGHLANDS will immediately meet to address CCM concerns. No construction or installation will resume until CCM concerns are adequately addressed.

9. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than March 1, 2023.

10. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the Site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the Site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

Hours of operation shall be 9 a.m. to 5 p.m., pacific standard time, unless otherwise mutually agreed to, in writing.

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11. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. CCM shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of CCM and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, CCM reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

12. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by CCM, and shall remain in procession of CCM at all times.

13. Surrender of Premises.

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Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to CCM in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

14. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate ("Insurance"). Proof of Insurance shall be provided to CCM within thirty (30) days of the Effective Date. HIGHLANDS shall procure and maintain insurance for their personal property.

HIGHLANDS shall not be liable in the event of damage to any property or any injury to any person in or about the Premises incurred by or arising from CCM's negligence or willful misconduct to maintain the Premises in good condition.

15. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, CCM shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the CCM use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by CCM, in or about the site; CCM obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses,

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liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of CCM, HIGHLANDS, shall indemnify, hold harmless, and defend CCM, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against CCM, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, CCM from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend CCM and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

16. Placement of Signs.

Subject to prior written approval, HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

17. Marketing.

Subject to prior written approval, respectively, HIGHLANDS and CCM will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and CCM

18. Access to Inspection.

HIGHLANDS shall permit CCM, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit CCM to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of

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emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting CCM oversight obligations. CCM shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

19. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

20. Taxes.

CCM shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of CCM located at the site or used by HIGHLANDS.

21. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

CCM: Capitol Compliance Management
Attn: Jimmy Crabbe, CEO
701 12th Street
Sacramento, California 95814

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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22. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

23. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

24. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

25. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

26. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

27. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, affiliates, successors, and assigns.

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28. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Captions.

The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

33. Dispute Resolution.

In the event of any dispute between HIGHLANDS and CCM regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the CCM's CEO and HIGHLANDS' Executive Director. The CEO and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the CEO and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator; venue in

the County of Sacramento. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. The Parties may thereafter exercise any right or remedy at law or in equity; venue in the County of Sacramento.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: 3.27.23

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 3/27/23

Jimmy Crabbe, CEO
Capitol Compliance Management

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AIRCRE contracts

ADDENDUM TO LEASE

Date: February 8, 2023
By and Between
Lessor: Dennis F. Erardi
Lessee: Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation
Property Address: 3727 Marconi Ave, Sacramento, CA 95821
(street address, city, state, zip)

Paragraph: 51-58

51. Property Tax Deduction: should Lessee be able to take advantage of property tax reductions, exemptions, etc., the savings shall be shared equally between the parties – in such case, Lessee's base rent shall be initially reduced by approximately $387.00 per month. Such amount is calculated based on 1.0% of the property's assessed value divided by 12 months, then multiplied by 50%.

52. Improvements: Lessor shall contribute up to $25,000 towards Lessee's desired improvements, including paint, carpet, and demolition as referenced in the floor plan attached. Lessee shall perform the work subject to Lessor's reasonable review and approval. Additional cost required over this amount, if any, shall be paid by Lessee. At Lessor's discretion, Lessor may contribute the $25,000 in cash or as an offset/credit to Lessee's rent due in the first calendar year. Any such offset shall not reduce brokers commission calculated on the 60 month lease term.

53. Hours of operation: Lessee's standard hours of operation are 8am to 9pm, M-F, national holidays excepted.

54. Lessee's and Lessor's obligations: Notwithstanding anything contained in the lease, Lessor shall be responsible for the roof, foundation, bearing walls, electrical, plumbing, HVAC repair and replacement, exterior paint, parking lot, landscape and exterior ADA. Lessee shall have no obligation to reimburse Lessor for any increased costs of Lessor's obligations for the initial term of the lease. Lessee shall be responsible for gas, electricity, water, sewer, garbage, telephone, lighting, internet, alarm, janitorial, service contracts (associated with Lessee's business), windows and general Interior repairs/maintenance. Lessor shall procure and maintain an HVAC service contract and Lessee shall reimburse Lessor for such cost.

55. Rent Schedule: – BEGINS 05.01.23

Months 0-12	$12,960.00 per month
Months 13-24	$13,348.80 per month
Months 25-36	$13,749.26 per month
Months 37-48	$14,161.74 per month
Months 49-60	$14,586.59 per month

56. Signage: Lessee at its sole cost and expense, shall be permitted to install exterior signage with prior municipal and Landlord approval.

MS
INITIALS

DEE
INITIALS

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57. Parking: Lessee shall have full access to the entire parking plot for use by its students, employees, and vendors.

58. Option to Renew: Provided Lessee is not in default of its Lease, Lessor shall grant Lessee one(1) five (5) year renewal option with Monthly Base Rent to continue increasing at the same rate of three percent (3.0%) upon each anniversary of Lease Commencement. Lessee must exercise such option to renew by providing Lessor not less than six (6) months prior written notice of Lease Expiration.

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

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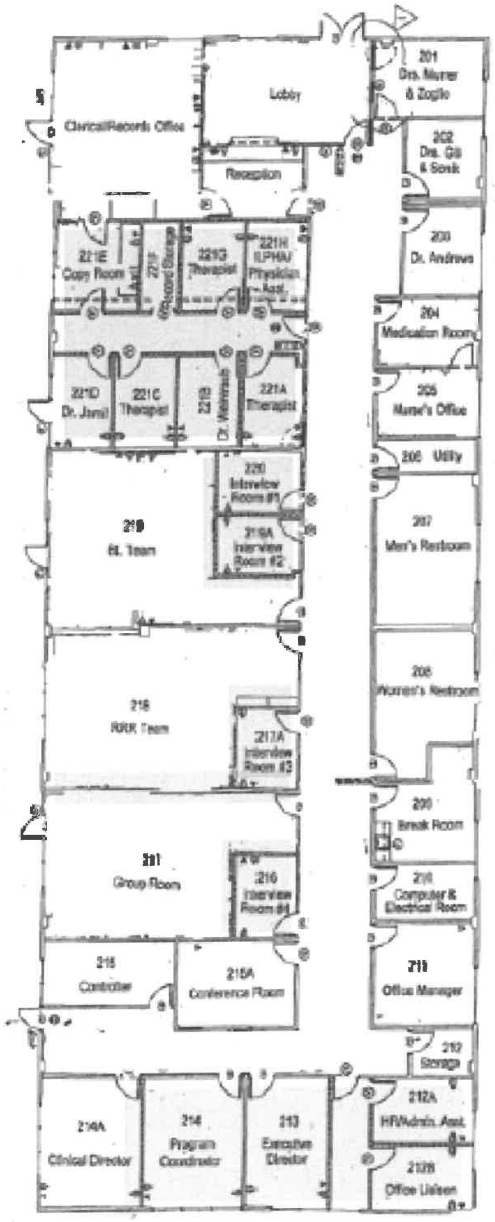
STANDARD OFFICE LEASE
FLOOR PLAN

Property Address: 3727 Marconi Ave, Sacramento, CA 95821



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RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Date: February 8, 2023
By and Between
Lessor: Dennis F. Erardi
Lessee: Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation
Property Address: 3727 Marconi Ave, Sacramento, CA 95821
(street address, city, state, zip)

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays., ~~and on other days between the hours of _____ P.M. and _____ A.M. of the following day.~~ If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

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8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

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STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only February 8,2023, is made by and between Dennis F. Erardi ("**Lessor**") and Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation ("**Lessee**"), (collectively the "**Parties**," or individually a "**Party**").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 3727 Marconi Ave, Sacramento, CA 95821 ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the property and, if applicable, the "**Project**," if the property is located within a Project): 269-0060-028, a single-story building of approximately 9,600 square feet. (See also Paragraph 2)

1.3 **Term:** 5 (five) years and zero months ("**Original Term**") commencing May 1, 2023 ("**Commencement Date**") and ending April 30, 2028 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing _____ ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $12,960.00 per month ("**Base Rent**"), payable on the first day of each month commencing May 1, 2023. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 54.

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $12,960.00 for the period 05/01/2023 - 05/31/2023.

(b) **Security Deposit:** $15,474.92 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Association Fees:** _____ for the period _____.

(d) **Other:** _____ for _____.

(e) **Total Due Upon Execution of this Lease:** $28,434.92.

1.7 **Agreed Use:** General office, administration, and educational uses pertaining to a charter school for adults. (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "**Insuring Party**" unless otherwise stated herein. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Jones Lang LaSalle Brokerage License No. 01856260 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Clyde Rawlings License No. 00986815 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Jacks Commercial Real Estate, Inc. License No. 02088254 Is the broker of (check one): ☑ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Brian Jacks License No. 01217349 is (check one): ☑ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of per separate agreement or _____% of the total Base Rent) for the brokerage services rendered by the Brokers.

1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 58;

☑ a plot plan depicting the Premises;

☑ a current set of the Rules and Regulations;

☐ a Work Letter;

☐ other (specify): _____.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms,

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covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, ~~so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date~~, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall ~~be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense.~~ remain in effect for the term of the lease and option to renew. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or

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partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. ~~If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date.~~ Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises. ~~and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee.~~ If possession is not delivered within ~~60~~ 10 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within ~~10~~ 5 days after the end of such ~~60~~ 10 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said ~~10~~ 5 day period, Lessee's right to cancel shall terminate. ~~If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.~~

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3 **Association Fees**. In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation,

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possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the

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then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.** See Addendum.

~~(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.~~

~~(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.~~

~~(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.~~

~~(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.~~

~~7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.~~

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of

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the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment For Insurance**. Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of $2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 **Liability Insurance.**

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than ~~$1,000,000~~ $2,000,000 per occurrence with an annual aggregate of not less than ~~$2,000,000~~. $4,000,000 Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises**. If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done

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anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in

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which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition.** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** See Addendum. ~~In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.~~

~~10.3 **Joint Assessment.** If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.~~

10.4 **Personal Property Taxes.** Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

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11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within

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any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions,"** shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease

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and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor

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to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by

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agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings

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as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition.** "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

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40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS LEASE.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

MS _____ DEE _____
INITIALS INITIALS

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LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: Feb 22, 2023

By LESSOR:
Dennis F. Erardi

By: Dennis F. Erardi
Name Printed: Dennis F. Erardi
Title: Owner
Phone: _____
Fax: _____
Email: denniserardi@aol.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: PO Box 691000, Stockton CA 95269-1000
Federal ID No.: _____

Executed at: _____
On: Feb 22, 2023

By LESSEE:
Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation

By: Murdock Smith
Name Printed: Murdock Smith
Title: CEO/Executive Director
Phone: _____
Fax: _____
Email: murdock.smith@hccts.org

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 1333 Grand Ave, Sacramento CA 95838
Federal ID No.: _____

BROKER
Jones Lang LaSalle Brokerage
Attn: Clyde Rawlings
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: 01856260
Agent DRE License #: 00986815

BROKER
Jacks Commercial Real Estate, Inc.
Attn: Brian Jacks
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: 02088254
Agent DRE License #: 01217349

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LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
MACK ROAD PARTNERSHIP

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of October, 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and [Mack Road Partnership Name] (hereinafter "Mack Road Partnership") (HIGHLANDS and Mack Road Partnership being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, Mack Road Partnership is the owner of a certain real property located at 7833 Center Parkway, Sacramento, CA 95823 (the "Site" or "Premises");

WHEREAS, Mack Road Partnership is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and Mack Road Partnership desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of Mack Road Partnership'S Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Mack Road Partnership hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 7,004 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, it at all, by written notice ("**Option**

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Notice") delivered by HIGHLANDS to Mack Road Partnership not less than three (3) months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Mack Road Partnership'S shared use of the Site, if any. Mack Road Partnership'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to Mack Road Partnership. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and Mack Road Partnership equipment thereon, shall revert to Mack Road Partnership.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Mack Road Partnership with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Mack Road Partnership, if available. Mack Road Partnership agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with Mack Road Partnership further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and Mack Road Partnership agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code,

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compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) Mack Road Partnership shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

2. Facilities Use.

Mack Road Partnership agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.53 per square foot ($10,716.12 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 7,004 square feet.

HIGHLANDS agrees to pay $650.00 monthly for a "proportionate share" of utilities used in the operation of its program. This includes, but is not limited to, electricity, gas, sewer, trash, internet access, and telephone usage.

3. Maintenance and Operations.

A. Mack Road Partnership Obligations. Mack Road Partnership shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. Mack Road Partnership'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Mack Road Partnership to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Mack Road Partnership directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or

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hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Mack Road Partnership'S property. Mack Road Partnership reserves the right to implement a process for submission of maintenance /repair requests.

4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage

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in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Mack Road Partnership and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Mack Road Partnership or HIGHLANDS to any liability therefor. In addition, Mack Road Partnership may condition its consent to any Reportable Use upon receiving such additional assurances as Mack Road Partnership reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform Mack Road Partnership. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Mack Road Partnership, HIGHLANDS shall immediately give written notice of such fact to Mack Road Partnership, and provide Mack Road Partnership with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally

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ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold Mack Road Partnership and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. Mack Road Partnership Indemnification. Mack Road Partnership shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of Mack Road Partnership. No termination, cancellation or release agreement entered into by Mack Road Partnership and HIGHLANDS shall release Mack Road Partnership from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify Mack Road Partnership and Mack Road Partnership shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other

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than HIGHLANDS) prior to October 1, 2024, then HIGHLANDS may terminate this Lease upon written notice to Mack Road Partnership if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Mack Road Partnership'S prior written consent. Mack Road Partnership approval of any improvements, including the work schedule, work hours, and modifications, shall be at Mack Road Partnership'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Mack Road Partnership'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Mack Road Partnership or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and Mack Road Partnership may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Mack Road Partnership requires the cessation of work, Mack Road Partnership and HIGHLANDS will immediately meet to address Mack Road Partnership'S concerns.

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6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. Mack Road Partnership shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of execution of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Mack Road Partnership and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Mack Road Partnership reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

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9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Mack Road Partnership, and shall remain in procession of Mack Road Partnership at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Mack Road Partnership in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. Mack Road Partnership and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, Mack Road Partnership and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Mack Road Partnership or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

Mack Road Partnership'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Mack Road Partnership shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands,

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actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Mack Road Partnership's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Mack Road Partnership, in or about the site; Mack Road Partnership's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Mack Road Partnership, HIGHLANDS, shall indemnify, hold harmless, and defend Mack Road Partnership, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Mack Road Partnership, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Mack Road Partnership from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Mack Road Partnership and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be

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at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises. No religious symbols are allowed to be in the classrooms.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of Mack Road Partnership. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of Mack Road Partnership.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit Mack Road Partnership, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Mack Road Partnership to enter upon the site for the purpose of inspecting site to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. Mack Road Partnership shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

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17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and Mack Road Partnership shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to Mack Road Partnership, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. Mack Road Partnership shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Mack Road Partnership located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

Mack Road Partnership: Bill Knowlton
Mack Road Partnership

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Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such

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term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

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32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/26/2024

Bill McGuire, Executive Director
Highlands Community Charter School

By: Bill Knowlton Date: 10-15-24

Bill Knowlton, Executive Director
Mack Road Partnership

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EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of all buildings, on the following days and times: Monday through Friday 07:30 AM to 09:00 PM.

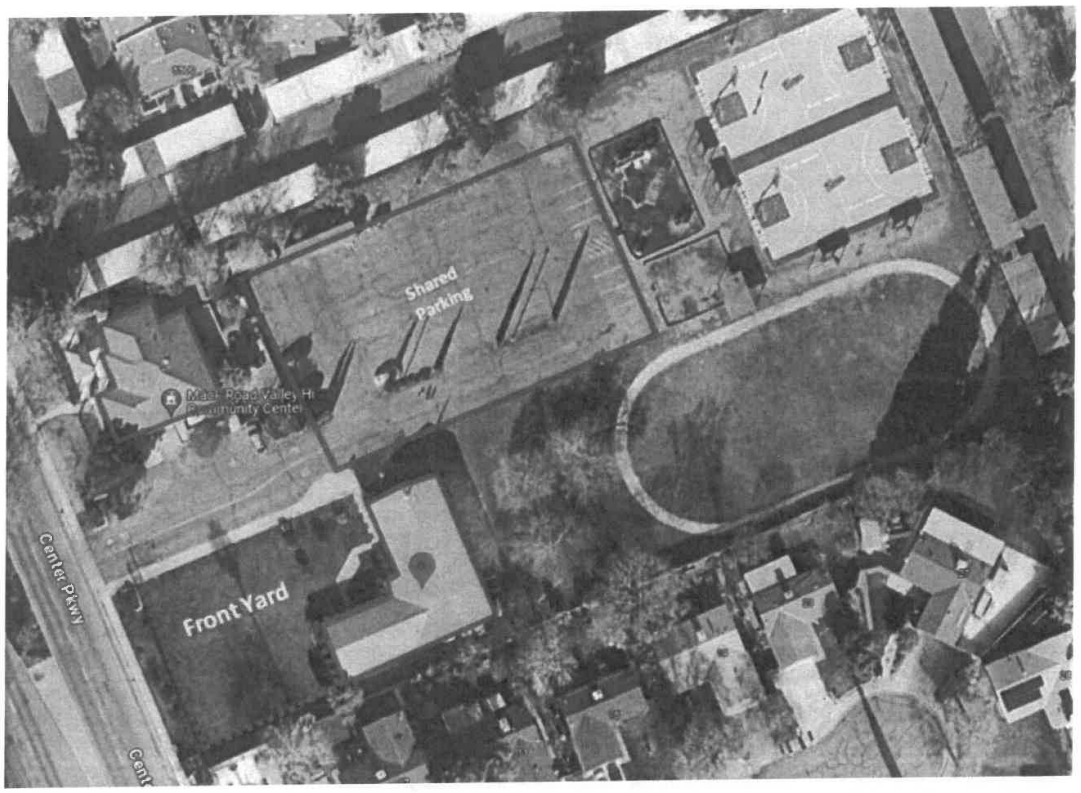

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EXHIBIT B

Parking Diagram; Access Rules; Schedule

Entrance from Center Parkway

Monday through Friday 07:30 AM to 09:00 PM.

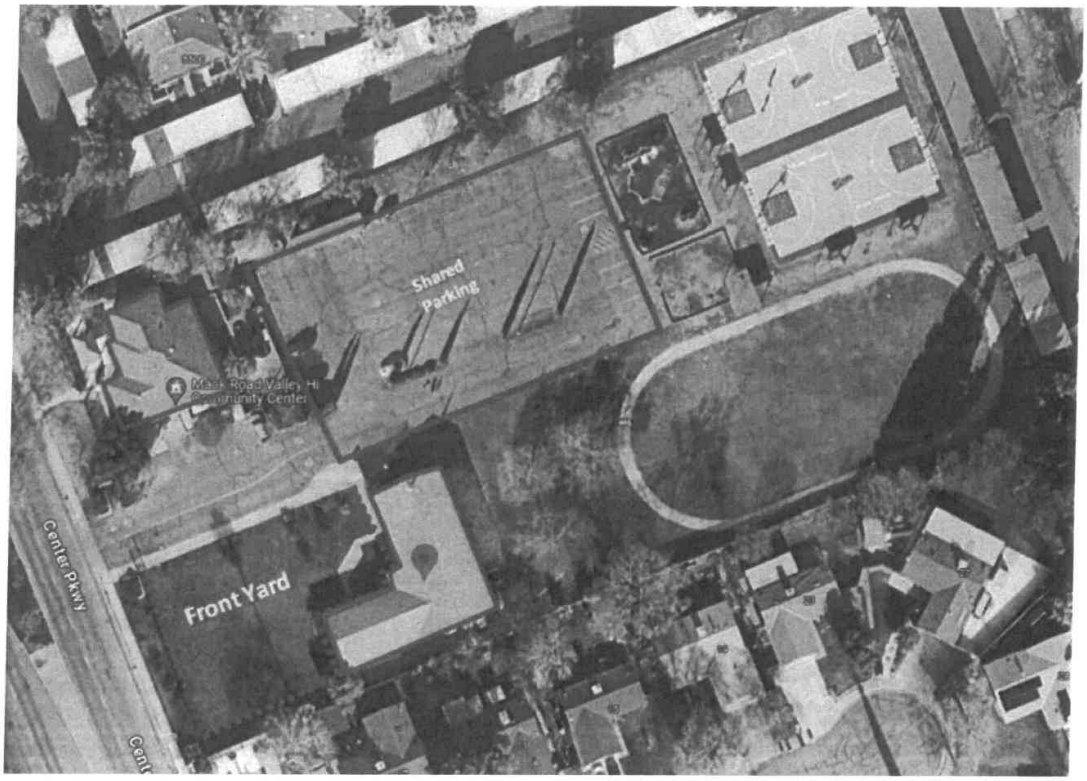

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EXHIBIT C

Insurance Coverage

1. HIGHLANDS shall procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Mack Road Partnership'S insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

2. Mack Road Partnership shall maintain property insurance against loss or damage to the Premises by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Premises. Both HIGHLANDS and Mack Road Partnership shall maintain personal property insurance for the full replacement value of their personal property.

3. Liability and other insurance in amounts which are customarily carried and against such risks as are customarily insured against by other corporations in connection with the occupancy of facilities of similar character and size to the Premises; and

4. Workers' compensation insurance necessary to comply with California state law.

Signature: Bill Knowlton
Bill Knowlton (Oct 15, 2024 13:41 PDT)

Email: bill.knowlton@mackroadpartnership.com

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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
MACK ROAD PARTNERSHIP

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Mack Road Partnership.

I. RECITALS

WHEREAS, Mack Road Partnership is the owner of a certain real property and its main facilities are located at 7833 Center Parkway, Sacramento, CA 95823 (the "Site").

WHEREAS, HIGHLANDS and Mack Road Partnership desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Mack Road Partnership Site during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Mack Road Partnership hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and Mack Road Partnership agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and Mack Road Partnership while attending classes at the Site.

2. Use of the Site.

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Mack Road Partnership hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Mack Road Partnership policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS' use of the Site shall be for the 2023-24 school year commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Mack Road Partnership shared use of the Site, if any. Mack Road Partnership shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Mack Road Partnership. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Mack Road Partnership equipment thereon, shall revert to Mack Road Partnership.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Mack Road Partnership with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Mack Road Partnership, if available. Upon completion of equipment conducted by Mack Road Partnership, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further

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agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Mack Road Partnership agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) Mack Road Partnership shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

Mack Road Partnership agrees to provide space to the Tenant as described in section 2 at a charge of $10,440 per month for 7,004 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.

4. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Mack Road Partnership. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Mack Road Partnership to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Mack Road Partnership directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Mack Road Partnership property. Mack Road Partnership reserves the right to implement a process for submission of maintenance /repair requests.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Mack Road Partnership prior written consent. Mack Road Partnership approval of any improvements, including

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the work schedule, work hours, and modifications, shall be at Mack Road Partnership's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Mack Road Partnership construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Mack Road Partnership or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and MACK ROAD PARTNERSHIP may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Mack Road Partnership requires the cessation of work, Mack Road Partnership and HIGHLANDS will immediately meet to address Mack Road Partnership concerns. No construction or installation will resume until Mack Road Partnership concerns are adequately addressed.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS'

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occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Mack Road Partnership shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Mack Road Partnership and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Mack Road Partnership reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Mack Road Partnership, and shall remain in procession of Mack Road Partnership at all times.

10. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Mack Road Partnership in substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the

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site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Mack Road Partnership insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

12. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Mack Road Partnership shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Mack Road Partnership use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Mack Road Partnership, in or about the site; Mack Road Partnership obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Mack Road Partnership, HIGHLANDS, shall indemnify, hold harmless, and defend Mack Road Partnership, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is

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actually filed, and/or any judgement rendered against Mack Road Partnership, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Mack Road Partnership from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Mack Road Partnership and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Marketing.

HIGHLANDS and Mack Road Partnership will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and Mack Road Partnership

15. Access to Inspection.

HIGHLANDS shall permit Mack Road Partnership, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Mack Road Partnership to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Mack Road Partnership oversight obligations. Mack Road Partnership shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

16. Termination.

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The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

17. Taxes.

Mack Road Partnership shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Mack Road Partnership located at the site or used by HIGHLANDS.

18. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Mack Road Partnership: Bill Knowlton
Mack Road Partnership
75 Quinta Court, Suite D
Sacramento, CA 95823

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

19. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

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20. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

21. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

22. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

23. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

24. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

25. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

26. Captions.

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The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

27. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

28. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

29. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

30. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Mack Road Partnership regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Mack Road Partnership's Pastor and HIGHLANDS' Executive Director. The Pastor and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Pastor and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: July 7, 2023

Murdock Smith, Executive Director
Highlands Community Charter School

By: _____ Date: 7/10/2023

Bill Knowlton, Executive Director
Mack Road Partnership

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NEWMARK

Termination of Lease

Lessor:	Alan Shera, an Individual	**Subject Property:**	406 9th Avenue, Suite 310, San Diego, CA 92101
Lessee:	Highlands Community Charter and Technical Schools, a California non-profit corporation	**Date:**	November 11, 2025

This Termination of Lease Agreement is made on 15th day of November 2025, between Alan Shera, an Individual ("Lessor") and Highlands Community Charter and Technical Schools, a California non-profit corporation ("Lessee").

WHEREAS, Lessor and Lessee entered into a written Lease, dated February 10, 2023 (the "Lease") for the real property located in the City of San Diego, County of San Diego, California, commonly known as 406 9th Avenue, Suite 310 (the "Premises"); and

WHEREAS, Lessor and Lessee each desires to terminate the Lease as set forth below, with the result that Lessor and Lessee are released and discharged from their respective rights and obligations under the Lease.

NOW THEREFORE, for the mutual promises contained herein and for other good and valuable consideration, the parties hereto agree as follows:

1. **Effective Date:**
The effective date of the termination of the Lease shall be November 15, 2025 or mutual execution date, whichever is later ("Effective Date").

2. **Termination Consideration:**
In consideration of the early termination of the Lease, Lessee shall pay to Lessor, upon execution of this Agreement, the sum of $10,913.50.

3. **Termination of Lease:**
Except as set forth below, on the Effective Date, the Lease shall be deemed in all instances and for all purposes to be fully and finally surrendered and terminated, and neither Lessor nor Lessee shall have any rights or obligations thereunder. Notwithstanding the foregoing, Lessor and Lessee shall be responsible for their respective obligations under the Lease which were due and payable prior to the Effective Date.

4. **Representations of Parties:**

   A. On the Effective Date, Lessee shall surrender possession of the Premises to Lessor in accordance with the terms and provisions of the Lease.

   B. Subject to the terms of the Lease regarding Lessor's right to make deductions from or keep the Security Deposit provided for therein, on the Effective Date Lessor shall return to Lessee such Security Deposit in cash or by check.

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NEWMARK

C. Each party represents that it has not made any assignment, sublease, transfer, conveyance or other disposition of (i) the Lease, (ii) any interest in the Lease, or (iii) any claim, demand, obligation, liability, action or cause of action rising from the Lease.

5. **Release of Liability:**

A. Subject to the terms hereof, as of the Effective Date Lessor and Lessee each hereby releases and forever discharges the other, and their respective officers, directors, employees, agents, attorneys, successors, and assigns, and each of them, from and against any and all claims, demands, causes of action, obligations, damages and liabilities of any nature whatsoever, whether or not known, suspected or claimed, arising from or relating to the Lease.

B. This Agreement is executed pursuant to a compromise and settlement entered into by the parties hereto without any admission of liability to the other, but solely for the purpose of avoiding costly litigation on disputed claims as well as further uncertainty, controversy and legal expense.

C. Each party expressly waives all rights and remedies under Section 1542 of the Civil Code of the State of California which provides as follows:

- A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

D. Each party fully understands that if the facts with respect to which this Agreement is executed are found hereafter to be different from the facts which it now believes to be true, this Agreement shall be and remain effective notwithstanding such differences in facts.

E. Each party has read and understands this Agreement and the mutual releases contained herein, and they have freely and voluntarily entered into this Agreement upon such advice and counsel as they deem appropriate.

6. **Broker's Fee:**
In consideration of brokerage services performed by Cornish & Carey Commercial, a California corporation doing business as Newmark ("Broker") for Lessor and/or Lessee, Lessee shall pay to Broker, immediately upon execution of this Agreement by both Lessor and Lessee, a Broker's Fee equal to $0.

7. **Miscellaneous:**

A. This Agreement contains the entire Agreement and understanding concerning the subject matter among the parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. Each of the parties hereto acknowledges that no other party, nor any agent nor attorney of any party, has made any promise, representations,

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Termination of Lease

or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, and acknowledges that he or it has not executed this Agreement in reliance on any such promise, representation or warranty not contained herein.

B. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of California, without giving effect to the conflict of law principles thereof. Any dispute between the parties hereto relating to or arising out of this Agreement shall be decided by final and binding arbitration conducted in Palo Alto, California pursuant to the rules and regulations of the American Arbitration Association, as then in effect.

C. If either party commences an action against the other arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and costs of suit.

D. This Agreement shall be binding on and inure to the benefit of the parties and their assignees, transferees, personal representatives, heirs or other persons or entities succeeding lawfully and pursuant to the provision of this Agreement to the rights or obligations of either party.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee have executed this Termination of Lease Agreement as of the date first above written.

Lessor: Alan Shera, an Individual

DocuSigned by:
By: Alan Shera _____ Date: 11/14/2025 | 12:56 PM PST
FD254E6284AA406...

Lessee: Highlands Community Charter and Technical Schools, a California non-profit corporation

Signed by:
By: Jonathan Raymond _____ Date: 11/13/2025 | 9:58 AM PST
19E2F101A4BB453...

By: _____ Date: _____

NOTICE TO LESSOR AND LESSEE: CORNISH & CAREY COMMERCIAL DBA NEWMARK, IS NOT AUTHORIZED TO GIVE LEGAL OR TAX ADVICE; NOTHING CONTAINED IN THIS AGREEMENT OR ANY DISCUSSIONS BETWEEN NEWMARK AND LESSOR AND/OR LESSEE SHALL BE DEEMED TO BE A REPRESENTATION OR RECOMMENDATION BY NEWMARK, OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR ANY TRANSACTION RELATING HERETO. ALL PARTIES ARE ENCOURAGED TO CONSULT WITH THEIR INDEPENDENT FINANCIAL CONSULTANTS AND/OR ATTORNEYS REGARDING THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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ADDENDUM TO LEASE

Date: February 10, 2023
By and Between
Lessor: Alan Shera, an Individual
Lessee: Highlands Community Charter and Technical Schools, a California non-profit corporation
Property Address: 406 9th Avenue, Suite 310, San Diego, CA 92101
(street address, city, state, zip)

Paragraph: 50-55

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

50. Base Rent Schedule. The Monthly Base Rent shall be $5,000 per month for the first (1st) year and shall increase by three percent (3%) annually. The Lease shall be on a Modified Gross basis. **Tenant shall be responsible for their own in-suite janitorial service to the Premises. Tenant shall be responsible for their separately metered electric costs.** The Base Rent Schedule is as follows:

3% increase

Months 1-12	$5,000.00 + Electricity & Janitorial	March 01, 2023
Months 12-24	$5,150.00 + Electricity & Janitorial	March 01, 2024
Months 24-36	$5,304.50 + Electricity & Janitorial	

51. Maintenance & Utilities. Lessee shall be responsible for paying all utilities and maintenance associated to the Premises.

52. Late Fees. Lessee shall be responsible for paying a ten percent (10%) late fee if rent is not paid by the third (3rd) day of the month.

53. HOA Fees. The Lessor shall be responsible for paying all HOA fees associated to the Premises.

54. Approval. Unit is pending final walk-through approval by Lessee prior to commencement date of Lease.

55. Disclosure. Lessor is a real estate broker. Lessee is representing themselves.

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EXHIBIT A
STANDARD OFFICE LEASE
FLOOR PLAN

Property Address: 406 9th Avenue, Suite 310, San Diego, CA 92101

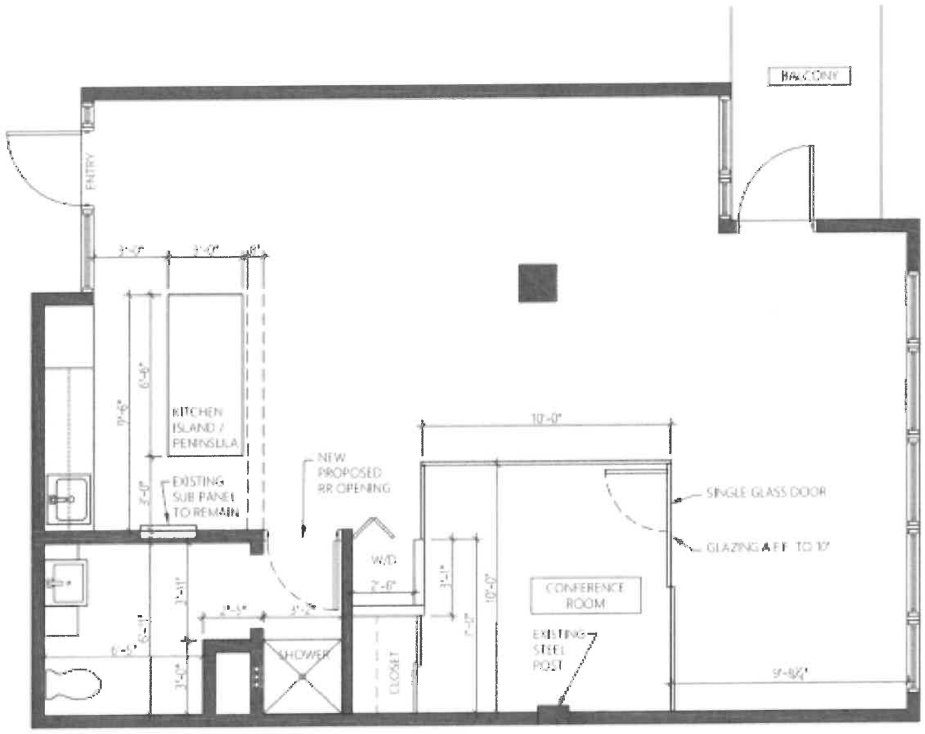

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EXHIBIT B
DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:
To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.
To the Buyer and the Seller:
(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:
To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.
To the Buyer and the Seller:
(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.
An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.
In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:
(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.
In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ Lessor ☐ Lessee Alan Shera, an Individual Date: _____

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: _____

Agent: Voit Real Estate Service DRE Lic. #: 01991785
Real Estate Broker (Firm)

By: Ryan King DRE Lic. #: 01885401 Date: _____
(Salesperson or Broker-Associate)

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only February 10, 2023, is made by and between Alan Shera, an Individual ("**Lessor**") and Highlands Community Charter and Technical Schools, a California non-profit corporation ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 406 9th Avenue, Suite 310, San Diego, CA 92101 ("**Premises**"). The Premises are located in the County of San Diego, and consist of approximately 1,068 rentable square feet ~~and approximately _____ useable square feet~~. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." ~~The Project consists of approximately _____ rentable square feet~~. (See also Paragraph 2)

~~1.2(b) **Parking:** _____ unreserved and _____ reserved vehicle parking spaces at a monthly cost of _____ per unreserved space and _____ per reserved space. (See Paragraph 2.6)~~

1.3 **Term:** Three (3) years and zero (0) months ("**Original Term**") commencing March 1, 2023 ("**Commencement Date**") and ending February 28, 2026 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon full execution of the Lease, receipt of prepaid rent and security deposit, and Lessor acceptable insurance certificate. Lessee shall have early access to the Premises for the purpose of installing furniture, fixtures, and cabling. Lessee shall not be charged rent or fees during this early access period. ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $5,000.00 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing March 1, 2023. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Operating Expense Increase.** _____ percent (_____ %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $5,000.00 for the period March 2023.

(b) **Security Deposit:** $5,000.00 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Parking:** $0.00 for the period N/A.

(d) **Other:** $0.00 for N/A.

(e) **Total Due Upon Execution of this Lease:** $10,000.00.

1.8 **Agreed Use:** General office / administrative use for a charter and technical school. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2023. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Voit Real Estate Service License No. 01991785 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Ryan King License No. 01885401 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm None License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent None License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, ~~the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers~~.

~~1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)~~

1.12 **Business Hours for the Building:** _____ a.m. to _____ p.m., Mondays through Fridays (except Building Holidays) and _____ a.m. to _____ p.m. on Saturdays (except Building Holidays). "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and _____.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☑ Janitorial services
☑ Electricity
☐ Other (specify): _____

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 55;
☑ a plot plan depicting the Premises; Exhibit A
☐ a current set of the Rules and Regulations;
☐ a Work Letter;
☐ a janitorial schedule;
☑ other (specify): Exhibit B: Disclosure Regarding Real Estate Agency Relationship.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs

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("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other

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terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Operating Expense Increase**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "**Operating Expense Increase**", in accordance with the following provisions:

(a) "**Base Year**" is as specified in Paragraph 1.9.

(b) "**Comparison Year**" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "**Operating Expenses**":

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit

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to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the

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then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed $2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Insurance Premiums**. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable

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Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is

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commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definitions**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 **Services Provided by Lessor**. Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee**. Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service**. Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee**. Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions**. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

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12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where

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possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder.

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Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a)

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Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided,

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however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

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47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: 2/15/2023

By LESSOR:
Alan Shera, an Individual

By: DocuSigned by: Alan Shera
Name Printed: Alan Shera
Title: Manager
Phone: (858) 353-9241
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: sherarealty@gmail.com

Address: 261 North Highway 101 #1019
Solana Beach, CA 92075
Federal ID No.: _____

Executed at: _____
On: _____

By LESSEE:
Highlands Community Charter and Technical Schools, a California non-profit corporation

By: DocuSigned by: Murdock Smith, Highlands Community Charter
Name Printed: Murdock Smith
Title: Executive Director
Phone: (916) 844-2283
Fax: _____
Email: murdock.smith@hccts.org

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 1333 Grand Avenue,
Sacramento, CA 95838
Federal ID No.: _____

BROKER
Voit Real Estate Service

Attn: Ryan King
Title: Senior Vice President

Address: 4180 La Jolla Village Drive #100,
La Jolla, CA 92037
Phone: (858) 458-3322
Fax: (858) 408-3976

DS AS
INITIALS

BROKER
None

Attn: None
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____

DS
INITIALS

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Agent DRE License #: 01885401

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Accounts Payable Accounts Payable <ap@hccts.org>

3730 Marysville Blvd- Lease Non-Renewal- 30 Day Notice

1 message

Accounts Payable Accounts Payable <ap@hccts.org> Tue, Jul 15, 2025 at 3:29 PM
To: Merv Brookins <m.brookins@aol.com>
Cc: B2B Mentoring <brother2brothermentoringinc@gmail.com>

Hi,

This email is in reference to the Lease Agreement for 3730 Marysville Blvd, Sacramento, CA 95838 that was executed on June 7, 2023. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is August 15th, 2025.

Best regards,
Marques Reed

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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LEASE AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
BROTHER TO BROTHER

THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into as of this 1st day of October, 2024 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and [Brother to Brother Name] (hereinafter "Brother to Brother") (HIGHLANDS and Brother to Brother being sometimes referred to herein collectively as the "**Parties**" and individually a "**Party**").

I. RECITALS

WHEREAS, Brother to Brother is the owner of a certain real property located at 3730 Marysville Blvd, Sacramento, CA 95838 (the "Site" or "Premises");

WHEREAS, Brother to Brother is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by HIGHLANDS,

WHEREAS, HIGHLANDS and Brother to Brother desire to enter into this LEASE to document the arrangement and agreement between parties regarding HIGHLANDS' use of Brother to Brother's Site during the 2024-25 school year (hereinafter "Applicable Year"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Brother to Brother hereby agree as follows:

1. Premises

The leased Premises shall be a portion of the Site, such Premises consisting of approximately 2,835 square feet of exclusive-use classroom and accessory space (the "**Premises**") as well as shared use of certain facilities on the Property (the "**Shared Premises**"), as those Premises and Shared Premises are more fully described on the attached **Exhibit A**. HIGHLANDS shall have access to parking spaces on site in the number and in the location specified on **Exhibit B.**

A. Term. The initial term of this Lease shall be for one year (the "Initial Term") and shall commence on October 1, 2024 and terminating on June 30, 2025. HIGHLANDS shall have the option to extend the term of this Lease for a period of one (1) year (an **"Extension Option").** The Extension Options must be exercised, if at all, by written notice ("**Option Notice")** delivered by HIGHLANDS to Brother to Brother not less than

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three (3) months prior to the then-scheduled Expiration Date. In the event the Term of this Lease shall be extended under this Section, then all of the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that:

(i) The Extension Term shall commence immediately upon the expiration of the Initial Term or prior Extension Term, as applicable.

(ii) The Rent for an Extension Term shall be the Base Rent applicable at the time of exercise of an Extension Option plus 3%.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Brother to Brother'S shared use of the Site, if any. Brother to Brother'S shared use of the Site, if any, shall not unreasonably interfere with HIGHLANDS' use of the Site.

C. Reversion to Brother to Brother. Upon the expiration of this LEASE by its terms, the right to use and to occupy the site and its facilities, and Brother to Brother equipment thereon, shall revert to Brother to Brother.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Brother to Brother with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Brother to Brother, if available. Brother to Brother agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with Brother to Brother further agreeing to repair, maintain, or replace all such equipment in keeping with its obligations to provide a safe and suitable educational environment.

F. Acknowledgement of Suitability, Compliance and Waiver. By executing this LEASE, HIGHLANDS and Brother to Brother agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct charter school operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, compliant with the Fire Code, compliant with the Building Code for an educational use, compliant with the zoning for the property, etc.) Brother to Brother shall do whatever is

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necessary to make the space or facility safe or compliant at its sole expense.

2. Facilities Use.

Brother to Brother agrees to provide space to HIGHLANDS as described in section 2 at a rate of $1.45 per square foot ($4,110.75 monthly) until either party shall terminate this LEASE by giving a written notice of intention to terminate at least (30) days prior to the end of the term or Extension Option. For the purposes of this provision the Facilities are deemed to constitute 2,835 square feet.

3. Maintenance and Operations.

A. Brother to Brother Obligations. Brother to Brother shall keep the exterior, structural, foundation, and major utility components of and serving the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as roof, plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, exterior walls, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises, and the common facilities in good order, condition and repair. Brother to Brother'S obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

B. HIGHLANDS Obligations. HIGHLANDS shall, at HIGHLAND'S sole expense, keep the interior of its exclusive use portion of the Premises in good order, condition, and repair and shall leave the Shared Premises in good order, condition, repair, and state of cleanliness after each use.

C. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Brother to Brother to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Brother to Brother directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Brother to Brother'S property. Brother to Brother reserves the right to implement a process for submission of maintenance /repair requests.

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4. Hazardous Substances.

Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this LEASE shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Premises or to persons on or about the Premises or (ii) cause the Premises to be in material violation of any Environmental Regulation (as defined herein); (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the California Hazardous Waste Control Law ("**HWCL**"), CAL. HEALTH & SAFETY CODE § 25100 *et seq.*; the Hazardous Substance Account Act ("**HSAA**"), CAL. HEALTH & SAFETY CODE § 25300 *et seq.*; the Underground Storage of Hazardous Substances Act, CAL. HEALTH & SAFETY CODE § 25280 *et seq.*; the Porter-Cologne Water Quality Control Act (the "**Porter-Cologne Act**"), CAL. WATER CODE § 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Premises or the owners and/or occupants of property adjacent to or surrounding the Premises, or any other person coming upon the Premises or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment. The term "**Environmental Regulations**" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. HIGHLANDS shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Brother to Brother and timely compliance (at HIGHLANDS's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a

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Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing or anything herein to the contrary, HIGHLANDS may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Brother to Brother or HIGHLANDS to any liability therefor. In addition, Brother to Brother may condition its consent to any Reportable Use upon receiving such additional assurances as Brother to Brother reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements).

i. Duty to Inform Brother to Brother. If HIGHLANDS knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Brother to Brother, HIGHLANDS shall immediately give written notice of such fact to Brother to Brother, and provide Brother to Brother with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

ii. HIGHLANDS Remediation. HIGHLANDS shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at HIGHLANDS' expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by HIGHLANDS, or pertaining to or involving any Hazardous Substance brought onto the

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Premises during the Term of this LEASE, by or for HIGHLANDS, or any third party.

iii. HIGHLANDS Indemnification. HIGHLANDS shall indemnify, defend and hold Brother to Brother and its governing board, agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for HIGHLANDS (provided, however, that HIGHLANDS shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused by HIGHLANDS).

iv. Brother to Brother Indemnification. Brother to Brother shall indemnify, defend and hold HIGHLANDS, and its agents, employees, officers and directors, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance existing on the Premises prior to October 1, 2024 or that are brought to the Premises as a result of the acts or failure to act of Brother to Brother. No termination, cancellation or release agreement entered into by Brother to Brother and HIGHLANDS shall release Brother to Brother from its obligations under this LEASE with respect to Hazardous Substances, unless specifically so agreed by HIGHLANDS in writing at the time of such agreement.

v. Hazardous Substance Condition Remediation. If HIGHLANDS becomes aware of a Hazardous Substance Condition occurring during the Term of this Lease, then HIGHLANDS shall notify Brother to Brother and Brother to Brother shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease; provided, however, that if a Hazardous Substance Condition occurs as a result of Hazardous Materials that are brought on the Premises (by a party other than HIGHLANDS) prior to October 1, 2024, then HIGHLANDS may terminate this Lease upon written notice to Brother to Brother if such remediation will substantially impair HIGHLANDS's use of the Premises. "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined

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in Section 4, in, on, or under the Premises which requires repair, remediation or restoration.

b. HIGHLANDS' Compliance with Applicable Requirements. Except as otherwise provided in this LEASE, HIGHLANDS shall, at HIGHLANDS' sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements regarding its use of the Premises.

5. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Brother to Brother'S prior written consent. Brother to Brother approval of any improvements, including the work schedule, work hours, and modifications, shall be at Brother to Brother'S reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Brother to Brother'S construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Brother to Brother or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and Brother to Brother may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Brother to Brother requires the cessation of work, Brother to Brother and HIGHLANDS will immediately meet to address Brother to Brother'S concerns.

6. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than October 1, 2024.

7. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system,

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security camera system, and/or site visits/monitoring by a private security patrol.

8. Condition of Property.

HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site. Brother to Brother shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards required for an educational use for any existing compliance issue prior to the date of executions of this LEASE. HIGHLANDS shall only assume responsibility for compliance with building codes, ADA and FEHA access rights, or other laws and regulations to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Brother to Brother and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Brother to Brother reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

9. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Brother to Brother, and shall remain in procession of Brother to Brother at all times.

10. Surrender of Premises.

Upon the expiration of this LEASE, or any extension thereof, or termination of this LEASE, HIGHLANDS shall peaceably vacate the site

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and any and all improvements located thereon and deliver up to Brother to Brother in substantially the same condition as existing on the date of commencement of this LEASE, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

11. Insurance.

A. Brother to Brother and HIGHLANDS shall each keep in force such insurance policies and in such amounts as set forth in **Exhibit C** attached hereto. The premium for such insurance policies shall be paid by the Party maintaining them. Each Party shall name the other, and their board, directors, officers, employees and agents as additional insureds.

B. Waiver of Subrogation. Without affecting any other rights or remedies, Brother to Brother and HIGHLANDS each thereby releases and relieves the other and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Brother to Brother or HIGHLANDS, as the case may be, so long as the insurance is not invalidated thereby.

12. Indemnification.

Brother to Brother'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Brother to Brother shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, Board of Director, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Brother to Brother's use of the site or from the conduct of its business, including conduct of its board of

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directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Brother to Brother, in or about the site; Brother to Brother's obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

HIGHLAND'S Indemnity. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Brother to Brother, HIGHLANDS, shall indemnify, hold harmless, and defend Brother to Brother, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Brother to Brother, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Brother to Brother from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Brother to Brother and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. Placement of Signs.

HIGHLANDS may display banners and/or signs at the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

14. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this LEASE shall terminate as to the part taken as of the date the condemning authority takes title or possession,

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whichever first occurs. In the event that there is a Condemnation of less than all of the Premises, and such portion so taken is material to HIGHLAND'S use and quiet enjoyment of the Premises and Site as a whole, then all available Condemnation awards and/or payments shall be used first to restore the remaining portion of the Site to a useable whole. Any portion of the award and/or payment that remains shall be the property of Brother to Brother. If the entirety of the Site is taken, then the Condemnation awards and/or payments shall be the property of Brother to Brother.

15. Estoppel Certificates.

Each Party (as "**Responding Party**") shall within ten (10) business days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statement as may be reasonably requested by the Requesting Party.

16. Access to Inspection.

HIGHLANDS shall permit Brother to Brother, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Brother to Brother to enter upon the site for the purpose of inspecting site, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies or if there is an imminent threat to the health or safety of occupants. Brother to Brother shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

17. Termination.

The parties understand that implementation of this LEASE is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this LEASE, said party shall notify the other party, in writing, thirty (30) days in advance of the expiration of the Term or Extension Option.

Notwithstanding any other provision of this Lease, Highlands may immediately terminate this lease if either of its charters are revoked or

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non-renewed or if enrollment at either charter school drops twenty (20) or more percent.

18. Taxes.

HIGHLANDS is a public school and as such is exempt from ad valorem property taxes. HIGHLANDS and Brother to Brother shall be responsible for submitting the proper application and documentation required to obtain any tax exemption for their respective portions of the Property on an annual basis, and shall cooperate with each other to do so. Any tax refunds and/or tax exemptions received by or granted to Brother to Brother, based on HIGHLAND's tax exempt status during the term of this Lease, shall be credited towards HIGHLAND'S rent payable under this Lease. Brother to Brother shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Brother to Brother located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this LEASE shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Attention: Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838

Brother to Brother: Mervin Brookins
3730 Marysville Blvd
Sacramento, CA 95838

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this LEASE, nor shall a Party attempt to confer any of its rights, duties or privileges under this LEASE (including that of sublease) on any third party, without the written consent of the other Party.

21. Independent Status.

This LEASE is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties.

This LEASE contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this LEASE that are not fully expressed in this LEASE. This LEASE may not be modified, changed, supplemented or terminated, nor may any obligations under this LEASE be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this LEASE.

23. California Law.

This LEASE shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This LEASE shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

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26. Quiet Possession.

Subject to payment by HIGHLANDS of the Rent and performance of all of the covenants, conditions and provisions on HIGHLAND's part to be observed and performed under this Lease, HIGHLANDS shall have quiet possession and quiet enjoyment of the Premises during the Term hereof.

27. Counterparts.

This LEASE and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Amendments.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

29. Captions.

The captions contained in this LEASE are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

30. Severability.

Should any provision of this LEASE be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

31. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

32. Email Signatures.

This LEASE may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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IN WITNESS WHEREOF, the Parties hereto have executed this LEASE on the Effective Date.

By: _____ Date: 9/24/24

Bill McGuire, Executive Director
Highlands Community Charter School

By: Mervin Brookins Date: 10-8-24

Mervin Brookins
Brother to Brother

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EXHIBIT A

Description of Premises and Shared Premises

HIGHLANDS shall have shared use of certain buildings, on the following days and times: Monday through Friday 07:30 AM to 09:00 PM



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EXHIBIT B

Parking Diagram; Access Rules; Schedule

Entrance from Center Parkway

Monday through Friday 07:30 AM to 09:00 PM.



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MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHLANDS COMMUNITY CHARTER SCHOOL
AND
BROTHER TO BROTHER

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 1st day of July, 2023 (the "Effective Date"), by and between Highlands Community Charter School, a California public charter school (hereinafter "HIGHLANDS") and Brother to Brother.

I. RECITALS

WHEREAS, Brother to Brother is the owner of a certain real property and its main facilities are located at 3730 Marysville Blvd., Sacramento, California 95838 (the "Site").

WHEREAS, HIGHLANDS and Brother to Brother desire to enter into this MOU to document the arrangement and agreement between parties regarding HIGHLANDS' use of Brother to Brother Site during the 2023-24 school years (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and Brother to Brother hereby agrees as follows:

1. General Information.

A. Both HIGHLANDS and Brother to Brother agree not to discriminate in the selection or acceptance of any student pursuant to this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

B. Each student participating under the terms of this MOU shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.

C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and Brother to Brother while attending classes at the Site.

2. Use of the Site.

Brother to Brother hereby grants to HIGHLANDS, on the terms and conditions set for the herein, use of the Site for the sole purpose of

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operating an English Language Development and/or High School Diploma and Career Technical Education programs. HIGHLANDS' use of the Site shall comply with all Brother to Brother policies and regulations and/or practices applicable and maintaining all licenses and/or permits necessary, if any, for conducting a California public charter school. HIGHLANDS further agrees to comply with all applicable ordinances, statues, and regulations related to its use of the site and conducting charter school activities.

Each class requires use of the following:

1 Large Classroom

Secure storage for textbooks and supplies

Men's and Women's restrooms

Adequate parking for students and staff

A. Term. HIGHLANDS' use of the Site shall be for the 2023-24 school year commencing on July 1, 2023 and terminating on June 30, 2024. Within 30 days of expiration of the contract, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

B. Joint-Use. HIGHLANDS acknowledges that its right to use the Site shall not interfere with Brother to Brother shared use of the Site, if any. Brother to Brother shared use of the Site, if any, shall not unreasonably interfere with the HIGHLANDS' use of the Site.

C. Reversion to Brother to Brother. Upon the expiration of this MOU by its terms, the right to use and to occupy the site and its facilities, and Brother to Brother equipment thereon, shall revert to Brother to Brother.

D. Drill Notice. In the event that HIGHLANDS conducts a fire, earthquake or other emergency drill, HIGHLANDS shall provide Brother to Brother with reasonable advance notice of the time and nature of the drill.

E. Furnishings and Equipment. HIGHLANDS, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all equipment and materials (other than buildings) to furnish and equip the facilities for classroom instruction and operation of a charter school. In the alternative, HIGHLANDS may use furnishings and equipment from Brother to Brother, if available. Upon completion of equipment conducted by Brother to Brother, HIGHLANDS agrees to maintain an inventory to account for all equipment and a sufficient budget for all repairs or maintenance to equipment and furnishings at the site that are within its care, custody or control, with HIGHLANDS further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.

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F. Acknowledgement of Suitability, Compliance and Waiver. By executing this MOU, HIGHLANDS and Brother to Brother agree to conduct an inspection of the site to determine that the Site is safe, adequate, and appropriate, to conduct operations. If it is determined that the Site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) Brother to Brother shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

3. Facilities Use.

Brother to Brother agrees to provide space to the Tenant as described in section 2 at a charge of $4,000 per month for 2,835 square feet until either party shall terminate this MOU by giving a written notice of intention to terminate at least (30) days prior to the date of termination or until June 30, 2024.

4. Financial/Recordkeeping Obligations.

HIGHLANDS will reimburse the cost of a community liaison at $2,000 a month.

Brother to Brother shall prepare a monthly invoice itemized by the services provided. This invoice shall be paid within 30 days of receipt and approval of invoice.

5. Maintenance and Operations.

The ongoing operations and maintenance of the Site and its facilities shall remain the responsibility of Brother to Brother. HIGHLANDS will self-maintain and/or provide its own custodial services for the restrooms and classroom areas. Custodial services shall take place two times each week. Custodian will replenish toilet paper and paper towels in restrooms, in addition to ensuring that restrooms are clean.

A. Major Maintenance and Emergency Repair. In the event that HIGHLANDS requires Brother to Brother to perform emergency or major maintenance and repairs, HIGHLANDS shall notify Brother to Brother directly. An emergency repair is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to Brother to Brother property. Brother to Brother reserves the right to implement a process for submission of maintenance /repair requests.

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6. Installation of Improvements by HIGHLANDS.

HIGHLANDS shall not construct or install any improvements on the site or otherwise alter the site without Brother to Brother prior written consent. Brother to Brother approval of any improvements, including the work schedule, work hours, and modifications, shall be at Brother to Brother's reasonable discretion. All contractors retained by HIGHLANDS with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with Brother to Brother construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. Brother to Brother or its agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students, and BROTHER TO BROTHER may require the immediate cessation of work if the construction or installation is considered to be unsafe, inadequate or placing the site at risk of physical danger or compromise. In the event Brother to Brother requires the cessation of work, Brother to Brother and HIGHLANDS will immediately meet to address Brother to Brother concerns. No construction or installation will resume until Brother to Brother concerns are adequately addressed.

7. Provision of Facilities.

The facilities to be provided to HIGHLANDS during the Applicable Year shall be accessible to the Parties no later than July 1, 2023.

8. Security System/Keys.

HIGHLANDS shall be provided access by key or code to all classroom space and all monitored security systems ("Security Systems") provided at the site for the three rooms it rents. HIGHLANDS recognizes that the Security Systems currently provided at the site may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol.

9. Condition of Property.

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HIGHLANDS, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its shared use and occupancy of the site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. Notwithstanding the above, HIGHLANDS shall not be responsible for any conditions that existed prior to HIGHLANDS' occupancy of the site, so long as such conditions are not exacerbated by HIGHLANDS' negligence or willful misconduct. Brother to Brother shall remain responsible for compliance with ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of executions of this MOU. HIGHLANDS shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvements made by HIGHLANDS. Should any modifications or improvements made by HIGHLANDS change or affect the character of any existing improvements, HIGHLANDS, shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building codes standards. HIGHLANDS shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Should any discharge, leakage, spillage, emission, or pollutions of any type occur upon or from the portions of the site as a result of HIGHLANDS' occupancy thereof, HIGHLANDS, at its sole cost and expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the site, to the satisfaction of Brother to Brother and any governmental agencies having jurisdiction over the site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If HIGHLANDS fails to take steps to clean the site or otherwise fails to comply with any requirements regarding the clean up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, Brother to Brother reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from HIGHLANDS, which takeover shall not occur unreasonably.

10. Title to Property.

The Parties acknowledge that title to the site and all improvements are held by Brother to Brother, and shall remain in procession of Brother to Brother at all times.

11. Surrender of Premises.

Upon the expiration of this MOU, or any extension thereof, or termination of this MOU, HIGHLANDS shall peaceably vacate the site and any and all improvements located thereon and deliver up to Brother to Brother in

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substantially the same condition as existing on the date of commencement of this MOU, reasonable wear and tear, damage by the elements, fire, earthquake, flood, or public calamity excepted. HIGHLANDS shall be financially responsible for any needed repairs to the site due to the HIGHLANDS' acts or omissions, minus normal wear and tear, after vacating the site.

12. Insurance.

HIGHLANDS will procure and maintain Commercial General Liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise of no less than $1,000,000 per occurrence and $5,000,000 in the aggregate. HIGHLANDS' insurance shall be secondary unless the claim, injury, or loss is at the active negligence of HIGHLANDS. Brother to Brother insurance shall be primary. HIGHLANDS shall procure and maintain insurance for their personal property.

13. Indemnification.

With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, Brother to Brother shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the Brother to Brother use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Brother to Brother, in or about the site; Brother to Brother obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Brother to Brother, HIGHLANDS, shall indemnify, hold harmless, and defend Brother to Brother, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action,

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suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against Brother to Brother, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, Brother to Brother from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend Brother to Brother and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

14. Placement of Signs.

HIGHLANDS may display banners and/or signs on the street of the site that promote HIGHLANDS' classes offered. The cost of banners and/or signage will be at the sole expense of HIGHLANDS. HIGHLANDS will not remove, block, obscure or deface any signs posted on premises.

15. Marketing.

HIGHLANDS and Brother to Brother will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and Brother to Brother

16. Access to Inspection.

HIGHLANDS shall permit Brother to Brother, its agents, representatives or employees, to use the classroom and adjoining rooms during the hours the space is not in use by HIGHLANDS. Further, HIGHLANDS shall permit Brother to Brother to enter upon the site for the purpose of inspecting same, to make repairs, alterations, or additions to any portion of the site, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for the purposes of meeting Brother to Brother oversight obligations. Brother to Brother shall attempt to give reasonable notice where practicable but shall not be obligated to do so.

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17. Termination.

The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

18. Taxes.

Brother to Brother shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of Brother to Brother located at the site or used by HIGHLANDS.

19. Notice.

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

Brother to Brother:
Mervin Brookins
Brother to Brother
3730 Marysville Blvd.
Sacramento, CA 95834

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Subcontract, Assignment and Subletting.

Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

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21. Independent Status.

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

22. Entire Agreement of Parties

This MOU contains the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

23. California Law.

This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

24. Waiver.

The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. Successors and Assigns.

This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

26. Counterparts.

This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

27. Captions.

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The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

28. Severability.

Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

29. Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

30. Email Signatures.

This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

31. Dispute Resolution.

In the event of any dispute between HIGHLANDS and Brother to Brother regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the Brother to Brother's Pastor and HIGHLANDS' Executive Director. The Pastor and the Executive Director shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Pastor and the Executive Director within ten (10) business day s and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

By: _____ Date: June 1, 2023

Murdock Smith, Executive Director
Highlands Community Charter School

By: Mervin Brookins Date: June 7, 2023

Mervin Brookins
Brother to Brother

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ADDENDUM NO. 1 TO STANDARD MULTI-TENANT OFFICE LEASE - GROSS

THIS ADDENDUM NO. 1 To Standard Multi-Tenant Office Lease - Gross (**"Addendum"**), dated for reference purposes only February 17, 2023, is entered into by and between **Noah A. Baygell Revocable Trust, dba Bay West Realty, Lessor"**), and **Highlands Community Charter and Technical Schools. a California domestic nonprofit corporation, ("Lessee")**, for the premises commonly known as 4441 Auburn Blvd, Suites H, J and M, Sacramento, CA 95841 (**"Premises"**).

Recitals

A. Lessor and Lessee have entered into a Standard Multi-Tenant Office Lease - Gross and Addendum dated February 17, 2023 (hereinafter referred to as the **"Lease"**) concerning the Premises described therein as containing a combined approximate ±6,520 square feet.

B. Lessor and Lessee now desire to supplement and amend the Lease and agree to certain other matters as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreement of the parties hereto to the terms and conditions set forth below, the parties agree as follows:

Agreement

50. **Lease Commencement.** Lessee shall occupy Suites J & M upon a fully executed lease, monies received and receipt of Certificate of Insurance with Lessor as Named Additional Insured. Suite H, to be available as early as March 1, 2023, but no later than March 15, 2023, and is conditioned upon removal of Ukrainian Relief supplies Tenant. In the event Suite H is not available by March 1, 2023, then Lessor shall adjust the monthly base rent until Suite H is available.

51. **Base Rent.** During the initial term of the Lease the rent shall be as follows:

Month(s)	Rent/Monthly
March 1, 2023 through April 30, 2023	$0.00, rent abated
May 1, 2023 through April 30, 2024	$9,128.00, per month
May 1, 2024 through April 30, 2025	$9,401.84, per month
May 1, 2025 through April 30, 2026	$9,683.90, per month

52. **CAM Charges.** Lessee shall reimburse Lessor for the increased cost of operating expenses over the 2023 base year (excluding real property taxes), subject to five percent (5.0%) annual cap on controllable costs. In the event Lessee and Lessor collaborate to implement a Form 268-A Public School Exemption for reduction of real property taxes attributable to the Premises, then Lessee and Lessor shall share equally in any such savings.

53. **Option to Extend:**
Lessee shall have the option (**"Extension Option"**) to further extend the Term of the Lease for one (1) consecutive period of thirty-six (36) months on the following terms and conditions (**"Extension Term"**).

So long as Lessee is not in default under this Lease, Lessee shall exercise its Extension Option by delivering written notice to Lessor. Notice of exercise shall be given, no fewer than one hundred twenty (120) days, prior to the expiration of the Lease Term. Extension Term shall commence upon the expiration of the then existing term and shall continue for a period of thirty-six (36) months. In no event, however, shall an extension commence if Lessee is then in default under this Lease at the time that the extension would otherwise commence.

DS MLB
Initials

DS MS
Initials

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The extension shall be upon all of the terms and conditions of the Lease, except as follows:

(a) To the extent that the Lease provides for any right to abated or rent-free possession, such provisions shall not be applicable to any extension.

(b) Lessee shall not be entitled to any further extensions of the term, except as provided herein. The only extensions available to Lessee are provided for in this Option.

(c) The Base Rent (including annual escalations of the Base Rent) during the first Extension Term shall increase annually by three percent (3%) over the then current rental rate.

54. **Tenant Improvements.** Unless otherwise approved by the property owner, all tenant improvements must be performed by a licensed, insured General Contractor and permitted through the appropriate city agency, subject to applicable local and state codes. Tenant improvements must have property owner final approval before start of improvements and a copy of the final construction drawings must be provided to the property owner.

55. **Signage:**
Lessee, at Lessee's sole cost and expense shall have the right to install building signage and monument signage (facing Auburn Blvd) on the property subject to City and County approvals and Lessor's prior approval, which shall not be unreasonably withheld.

56. **Broker Commission.** TRI Commercial Real Estate Services, Inc., represents Lessor and Lessor shall pay a commission fee as per a separate agreement. Lessor to pay a leasing commission to Jacks Commercial Real Estate, Inc., ("Lessee's Broker") a $10,000 procuring broker fee payable upon mutual lease execution. In addition, Lessor to pay Jacks Commercial Real Estate, Inc. an additional $5,000 commission if Lessee later exercises it's 3-year renewal option, subject to Lessee not being in default & no renewal terms are added or changed.

57. **Conflict Resolution:**
Should conflict between the terms of this Addendum and Lease arise, the terms of this Addendum shall prevail.

All other terms and conditions shall remain in full force and effect.

This Agreement has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the real estate Broker(s) or their agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Agreement or the transaction involved herein.

(Signatures intentionally on the following page.)

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DS MS
Initials

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IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the day and year hereinabove set forth.

LESSOR: Noah A. Baygell Revocable Trust, dba Bay west Realty

DocuSigned by:
By: Noah A. Baygell
Noah A. Baygell, dba Bay west Realty
Trustee

Date: 2/22/2023 | 2:34 PM PST

LESSEE: Highlands Community Charter and Technical Schools. a California domestic nonprofit corporation

DocuSigned by:
By: Murdock Smith
Murdock Smith

Date: 2/22/2023 | 2:12 PM PST

DS
MAB
Initials

DS
MS
Initials

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EXHIBIT A

(Subject Premises)



ORANGE GROVE PLAZA PARTIAL SITE PLAN
4441 AUBURN BLVD. SACRAMENTO, CALIFORNIA 95841

DS MLB
Initials

DS MS
Initials

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AIRCRE contracts

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the

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real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ Lessor ☐ Lessee DocuSigned by: Noah A. Baygel F19E988DDD53434... Date: 2/22/2023 | 2:34 PM PST

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: ____

Agent: TRI Commercial Real Estate Services, Inc. DRE Lic. #: 00532032
Real Estate Broker (Firm)

By Mike Sotelo: DocuSigned by: Mike Sotelo E9DE8353A87C4CA... DRE Lic. #: 01809363 Date: 2/22/2023 | 3:37 PM PST
(Salesperson or Broker Associate)

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or

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coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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DRE #00532032

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www.tricommercial.com

IMPORTANT DISCLOSURES FOR SALE & LEASE TRANSACTIONS

As real estate agents, we strive to provide the highest level of professional service. We can offer valuable advice regarding the marketing of properties for sale or lease and the negotiation of successful transactions. There are, however aspects of a real estate transaction that require expertise not within the scope of our education and training. In order to fully protect your interests, we want you to know these important areas where the input of other professionals may be required.

Property Inspections by Buyers & Tenants. Buyers & tenants should have the Property inspected by experts of their choice to ensure that they are fully aware of the condition of the Property and to confirm that the Property is suitable for their intended use. Real estate agents are not qualified to provide advice on matters such as construction, design, engineering, soils, hazardous materials, energy usage or ADA compliance. Buyers & tenants also should determine, together with their legal counsel and other experts, whether any local laws or regulations (including those regarding zoning, permits, etc.) affect the intended use of the Property, as real estate agents are not qualified to evaluate such issues. Information regarding the Property has been obtained from third party sources believed to be reliable, but has not been independently verified by the real estate agents.

Hazardous Materials. Buyers & tenants should conduct appropriate inspections to determine whether any toxic or hazardous materials (e.g., asbestos, PCB transformers, hydrocarbons, mold or lead-based paint) are present on, underneath or adjacent to the Property. Real estate agents have no expertise in the detection or treatment of such materials. Sellers and landlords must disclose any information they may have regarding the presence of hazardous materials on or about the Property.

Americans with Disabilities Act (ADA). The ADA and similar state and local laws may require modifications to the Property in order to make it accessible to persons with disabilities. The parties should consult their respective attorneys and design professionals for information regarding these matters and how best to protect their interests.

Legal & Tax Consequences. Real estate transactions involve a variety of issues with legal and tax ramifications. Leases and purchase & sale agreements contain numerous provisions having potentially serious legal consequences. The parties are encouraged to consult with their own attorneys and financial professionals regarding such matters. Real estate agents are not qualified to provide legal or tax advice.

Wire Fraud Avoidance. Incidents have been reported where hackers intercept emails between buyers, sellers, escrow officers and/or real estate agents and substitute fraudulent wiring instructions. Never wire funds before calling escrow to confirm instructions. Use only a phone number previously provided in a separate communication, not a number included in the same message as wiring instructions. Confirmation and any questions should be communicated by phone, not reply email.

DocuSigned by:
By: Noah A. Baygel Date: 2/22/2023 | 2:34 PM PST
F19E988DDD53434...

Name Printed: Noah A. Baygel

By: _____ Date: _____

Name Printed: _____

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STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only February 17, 2023, is made by and between Noah A. Baygell Revocable Trust, dba Bay West Realty ("**Lessor**") and Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 4441 Auburn Blvd, Suites H/J/M, Sacramento 95841 ("**Premises**"). The Premises are located in the County of Sacramento, and consist of approximately ±6,520 rentable square feet ~~and approximately ____ useable square feet~~. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." The Project consists of approximately ±18,698 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** prorata share of unreserved ~~and ____ reserved~~ vehicle parking spaces at a monthly cost of $0 per unreserved space and $0 per reserved space. (See Paragraph 2.6)

1.3 **Term:** three (3) years and two (2) months ("**Original Term**") commencing March 1, 2023 ("**Commencement Date**") and ending April 30, 2026 ("**Expiration Date**"). (See also Paragraph 3 and Paragraph 50)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing see Paragraph 50 ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $9,128.00 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing May 1, 2023. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51.

1.6 **Lessee's Share of Operating Expense Increase.** Thirty-Four and 87/100ths percent (34.87 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $9,128.00 for the period May 1, 2023 through May 31, 2023.

(b) **Security Deposit:** $9,683.90 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Parking:** $0 for the period N/A.

(d) **Other:** $0 for N/A.

(e) **Total Due Upon Execution of this Lease:** $18,811.90.

1.8 **Agreed Use:** General office, administration and educational germane to an adult charter school non-injurious to the Premises. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2023. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm TRI Commercial Real Estate Services Inc. License No. 00532032 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Mike Sotelo License No. 01809363 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Jacks Commercial License No. 02088254 Is the broker of (check one): ☑ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

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Lessee's Agent Brian Jacks License No. 01217349 is (check one): ☑ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement ~~(or if there is no such agreement, the sum of _____ or _____% of the total Base Rent)~~ for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.12 **Business Hours for the Building**: _____ a.m. to _____ p.m., Mondays through Fridays (except Building Holidays) and _____ a.m. to _____ p.m. on Saturdays (except Building Holidays). "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and _____.

1.13 **Lessor Supplied Services**. Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☑ Janitorial services
☑ Electricity
☑ Other (specify): Interior Lighting, Telephone, Internet, and Alarm

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 57 ;
☑ a plot plan depicting the Premises; Exhibit A
☐ a current set of the Rules and Regulations;
☐ a Work Letter;
☐ a janitorial schedule;
☑ other (specify): Agency Disclosures, Sale & Lease Disclosures .

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided,

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however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to

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such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

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4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "**Operating Expense Increase**", in accordance with the following provisions:

(a) "**Base Year**" is as specified in Paragraph 1.9.

(b) "**Comparison Year**" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "**Operating Expenses**":

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of

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said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the

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environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and

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effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**. Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises, except HVAC units. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder." Lessee to provide daily staff to patrol parking lot and clean-up of garbage and repair/replace door locks.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, HVAC unit, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

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(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed $2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or

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retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Insurance Premiums**. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance.**

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade

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Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and

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reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall

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terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definitions**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other

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information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 **Services Provided by Lessor**. Intentionally Deleted. ~~Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.~~

11.2 **Services Exclusive to Lessee**. Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all ~~water,~~ gas, light, power, telephone and other utilities (except garbage) and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service**. Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee**. Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions**. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the

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price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and

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offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the

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unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be

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less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be

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reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

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23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified

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to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance**

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Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

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37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

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(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability

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access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: ____
On: 2/22/2023 | 2:34 PM PST

By LESSOR:
Noah A. Baygell Revocable Trust, dba Bay West Realty

DocuSigned by:
By: Noah A. Baygell
Name Printed: Noah A. Baygell, dba Bay West Realty
Title: Trustee
Phone: 916 539-9877
Fax: ____
Email: NBaygell@sbcglobal.Net

By: _____
Name Printed: ____
Title: ____
Phone: ____
Fax: ____
Email: ____

Address: 4441 Auburn Blvd, Suite G, Sacramento, CA 95841
Federal ID No.: ____

BROKER

TRI Commercial Real Estate Services Inc.

Attn: Mike Sotelo

MAB

INITIALS

Executed at: ____
On: 2/22/2023 | 2:12 PM PST

By LESSEE:
Highlands Community Charter and Technical Schools. a California domestic nonprofit corporation

DocuSigned by:
By: Murdock Smith
Name Printed: Murdock Smith
Title: CEO / Executive Director
Phone: 916-208-7522
Fax: ____
Email: murdock.smith@hccts.org

By: _____
Name Printed: ____
Title: ____
Phone: ____
Fax: ____
Email: ____

Address: 1333 Grand Ave, Sacramento, CA 95838
Federal ID No.: ____

BROKER

Jacks Commercial

Attn: Brian Jacks

MS

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Title: Sr. Director

Address: 1515 River Park Drive, Suite 200, Sacramento, CA 95678
Phone: 916-677-8155
Fax: ____
Email: mike.sotelo@tricommercial.com
Federal ID No.: ____
Broker DRE License #: 00532032
Agent DRE License #: 01809363

Title: Principal

Address: 2110 P Street, Sacramento, CA 95816
Phone: 916-837-3456
Fax: ____
Email: Brian@JacksCRE.com
Federal ID No.: ____
Broker DRE License #: 02088254
Agent DRE License #: 01217349

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Noah A Bayyell

2 Business name/disregarded entity name, if different from above
Bay West Realty

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4441 Auburn Blvd. #6

Requester's name and address (optional)

6 City, state, and ZIP code
Sacramento, CA 95841

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
095 - 38 - 6948

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Noah Bayyell | **Date** ▶ 2/23/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 17, 2024

Sandeep Saini
D & G Financial Management
4341 Arden Way
Sacramento, CA 95864

Via Email: sandeep@sainicap.com

Re: Notice of Termination – 6110 Fair Oaks Boulevard, Carmichael

Dear Ms. Saini:

I am writing to notify you that Highlands Community Charter and Technical Schools ("HCCTS") has determined that the Lease Agreement ("Lease") with D & G Financial Management for the premises at 6110 Fair Oaks Boulevard Suite A, Unit B, and Unit C, Carmichael, CA 95608 ("Premises") is either void under California's conflict of interest laws or voidable as a violation of public policy. Out of an abundance of caution and for the sake of clarity about the ongoing obligations and intent of the parties, to the extent the lease is later found valid for any purpose, the lease will be terminated by Highlands effective November 30, 2024. HCCTS declines to pay any amount to D&G Financial Management after this date.

The specifics of legal issues were included in the letter sent to you on October 17, 2024 (Notice of Termination – 9555 Folsom Boulevard).

Sincerely,

Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools

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Addendum to
Standard Industrial/Commercial Multi-Tenant Lease - Net
dated for reference purposes December 19, 2023,
D & G Financial Management, Inc, as Lessor
Highland Community Charter Schools as Lessee,
with reference to the Property located at
6110 Fair Oaks Boulevard Suite A, Unit B and Unit C, Carmichael, CA 95608

Lessor and Lessee agree that this Addendum to the above referenced Lease form ("Form") shall modify, delete and replace certain provisions of the Form. The terms of the Form and this Addendum shall collectively be referred to as the "Lease." If the terms of this Addendum are inconsistent or in conflict with paragraphs 1 through 49 of the Form described above, the terms of this Addendum shall be controlling:

50) Base Rent Schedule:

Lessee's base monthly rent, NNN, shall be equal to $1.78 per square foot per month, with three percent (3.0%) annual increases.

Date	Monthly Base Rent, NNN:
January 1, 2024 – December 31, 2024	$5,580.30 + NNN
January 1, 2025 – December31 , 2025	$5,747.71 + NNN
January 1, 2026 – December 31, 2026	$5,920.14 + NNN

51) Operating Expenses:

In addition to the Base Rent set for in Section 50 herein, commencing on the Commencement Date, Lessee shall be responsible to pay before delinquency for all utilities consumed within the premises. Lessee shall be responsible to pay directly for electrical power (SMUD), gas (PG&E), garbage/trash removal, internet, telecommunications, suite alarm, and any janitorial expenses serving the Premises. Lessee shall be responsible to pay for Lessee's share as determined by Lessor for City of Sacramento utility services (water, sewer, stormdrain) as part of NNN/CAM charges.

Lease shall be a NNN structure whereby commencing on the Commencement Date, Lessee shall be responsible to pay for its share of common area operating expenses ("NNN/CAM") as determined by Lessor including, but not limited to real estate taxes and special assessments, insurance, landscape maintenance, HVAC maintenance and replacement, exterior window repair and replacement as necessary, which the Lessee will pay on a monthly basis in addition to Base Rent.

52) Option(s) to Renew:

If Lessee (i) has not at any time during the Original Term of the Lease been in default in any of the terms or provisions of the Lease beyond the applicable cure period; (ii) Lessee is in occupancy and conducting business from the Premises in compliance with all applicable laws; (iii) Lessee has not been late in payment of Base Rent during the Original Term of the Lease; (iv) Lessee has not assigned, subleased or otherwise transferred its interest in the Lease; and (v) Lessee has not sold the business or controlling interest in the business, Lessee shall have the right to extend the Term of the Lease for all of the premises for two (2) periods of three (3) years ("Option Term"), under the

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same terms and conditions contained in this Lease, except the monthly Base Rent shall be increased on the commencement of the Option Term and every twelve (12) months thereafter during the Option Term ("CPI Increase Date(s)") commensurate with the increase in the CPI (as herein defined) determined as follows: The monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than one hundred three percent (103%) of Lessee's then current base rental rate for the month immediately preceding the applicable CPI Increase Date.

The term "CPI" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers for: **San Francisco.**

The term "Comparison CPI" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Option Term.

If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

The option to extend the Term of the Lease shall be assumed and executed unless Lessee serves written notice to Lessor, no more than six (6) months and no less than twelve (12) months prior to the expiration of the Original or Option Term, indicating its intention to not exercise the subsequent Option Term.

53) Accessibility Disclosure:

To Lessor's actual knowledge, the property being leased or rented pursuant to this Lease has not undergone inspection by a Certified Access Specialist (CASp) (defined in California Civil Code Section 55.52). The foregoing verification is included in this Lease solely for the purpose of complying with California Civil Code Section 1938 and shall not in any manner affect Lessor's and Lessee's respective responsibilities for compliance with construction-related accessibility standards as provided under this Lease. Lessee hereby waives any and all rights under and benefits of California Civil Code Section 1938 and acknowledges that neither the Building nor the Premises has undergone inspection by a CASp.

54) Compliance:

Notwithstanding any provision of this Lease to the contrary, including without limitation the provisions of Paragraph 2.3 of the Form, Lessor makes no representation or warranty as to the compliance of the Premises with Applicable Requirements, and there shall be no warranty period of any length.

55) Tenant Improvements:

Lessee and Lessor acknowledge that Lessee accepts the Premises in "as-is, where-is, with all faults" condition with the following exception: **None.**

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Lessee shall design, project manage, and independently contract with their own contractor to conduct all construction Lessee requires to open for businss, at Lessee's sole cost and expense. Lessee shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. All work with respect to any addition, alteration or improvements shall be done in a good workmanlike manner by properly qualified, licensed, insured, and bonded personnel approved by Lessor, prior to commencement of any construction, and such approval shall not be unreasonably withheld or delayed.

Lessee shall pay the costs of any work done on the Premises and shall keep the Premises, Building and Project free and clear of any liens of any kind thereof. Except in the case of gross negligence or willful misconduct on the part of Lessor or Lessor's agents and contractors, Lessee shall indemnify, defend against and keep Lessor free and harmless from all liability, loss, damage, cost, attorney's fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Lessee or any person claiming under Lessee.

Upon expiration of the Term of the Agreement and any exercised options or the sooner termination of this Agreement, all of the tenant improvements provided by Lessor and/or Lessee shall immediately become the sole property of the Lessor, including, but not limited to cabinets, sinks, mirrors, and light fixtures.

56) Lessee's Financial Data and Audits:

In the event that the Lessor applies to refinance or sell the property, Lessee shall deliver to Lessor a copy of the financial statement for Lessee and any Guarantor including at least a year end balance sheet and a year-to-date statement of profit and loss, and Federal Tax returns for each of the two most recently completed calendar years, prepared in accordance with generally accepted accounting principles (and, if such is Lessee's and/or Guarantor's normal practice, audited by an independent certified public accountant) all then available subsequent interim statements, and such other financial information as may be reasonably required by Lessor, potential Buyer, or required by an Mortgagee.

57) Signage:

Lessee, at its sole cost, shall be allowed the maximum signage allowable subject to Sacramento City code, Sacramento City ordinances. All signage shall be subject to Lessor's prior written approval, which shall not be unreasonable withheld. Lessee shall be solely responsible for all costs associated with installation and removal of the sign upon the expiration of the lease.

58) Brokerage:

Both Lessor and Lessee acknowledge that Matt Axford and Kimio Bazett of Turton Commerial represents the Lessor ("Lessor's Broker") in this transaction, and that any and all brokerage fees shall be the obligation of the Lessor.

[Signatures to follow on the next page]

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LESSOR:

D & G Financial Management, Inc

DocuSigned by:
By: Sandeep Saini
6848330D323D424...
Name: Sandeep Saini
Title: _____
Date: _____

LESSEE:

Highland Community Charter Schools

DocuSigned by:
By: Murdock Smith
8AA7C3E2A596498...
Name: Murdock Smith
Title: _____
Date: _____

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AIRCRE contracts

STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only December 19, 2023, is made by and between D & G Financial Management, Inc ("**Lessor**") and Highlands Community Charter Schools ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 6110 Fair Oaks Boulevard Suite A, Unit B and Unit C, Carmichael, CA 95608 ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the Premises and the "Project"): a one-story, approximately 4,998 square foot building, on an approximately 25,265 square foot parcel. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking:** All unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** three (3) years and zero (0) months ("**Original Term**") commencing January 1,2024 ("**Commencement Date**") and ending December 31, 2026 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon lease execution ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $5,580.30 per month ("**Base Rent**"), payable on the first day of each month commencing January 1, 2024. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Common Area Operating Expenses:** sixty-three percent (63 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $5,580.30 for the period January 1, 2024 to January 31, 2024.

(b) **Common Area Operating Expenses:** The current estimate for the period January 1, 2024 to January 31, 2024 is $1,630.20.

(c) **Security Deposit:** $5,250.00 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $12,460.50.

1.8 **Agreed Use:** education center and administrative office. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

~~1.10 Real Estate Brokers. (See also Paragraphs 15 and 25)~~

~~(a) Representation: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):~~

~~Lessor's Brokerage Firm Matt Axford License No. 02209803 Is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).~~

~~Lessor's Agent _____ License No. 02124801 is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).~~

~~Lessee's Brokerage Firm _____ License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).~~

~~Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).~~

~~(b) Payment to Brokers. Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____% of the total Base Rent) for the brokerage services rendered by the Brokers.~~

~~1.11 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)~~

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 58;

☐ a site plan depicting the Premises;

☐ a site plan depicting the Project;

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☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☐ other (specify): _____ .

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises and (ii) it is Lessor's sole

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responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following

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provisions:

(a) **"Common Area Operating Expenses"** are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge to compensate Lessor for additional time and expenses incurred in handling the dishonored payment and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall bear interest or be considered prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other

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purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to

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or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

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(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums**. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or

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indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees . If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full

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replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility

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Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether

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such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to (i) make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, (ii) to provide reasonable evidence of insurance or surety bond, or (iii) to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. Lessor and Lessee agree that the damages to be incurred by the Lessor in the event of Lessee's default of the Lease would be difficult or impossible to calculate and the parties therefore intend to provide by the foregoing for liquidated damages and not a penalty and agree that the sum provided is a reasonable pre-estimate of the probable loss. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a

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separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

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15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements

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and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent.* A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor:* (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent.* An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor:* (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election

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of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, for the remainder of the term hereof and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

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Lessor DS: MS

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39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary; (ii) to cause the recordation of parcel maps and restrictions; and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at anytime a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related

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accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

By LESSOR:
D & G Financial Management, Inc
DocuSigned by:
By: Sandeep Saini
Name Printed: Sandeep Saini
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER
Matt Axford
Attn: _____
Title: Director

Address: 2131 Capitol Ave, Suite 100, Sacramento, CA 95816
Phone: 916.743.6328
Fax: _____
Email: mattaxford@turtoncom.com
Federal ID No.: _____
Broker DRE License #: 02209803
Agent DRE License #: 02124801
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SS
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Executed at: _____
On: _____

By LESSEE:
Highlands Community Charter Schools
DocuSigned by:
By: Murdock Smith
Name Printed: Murdock Smith
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER
_____
Attn: _____
Title: _____

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____
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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

July 15, 2025

Via Electronic Mail

1322 O St. Investors LP
1326 O St.
Sacramento, CA 95814

Todd Leon

Subject: **Ninety (90) Day Notice**

This letter is in reference to the Lease Agreement that was executed on August 15, 2023. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is September 12, 2025.

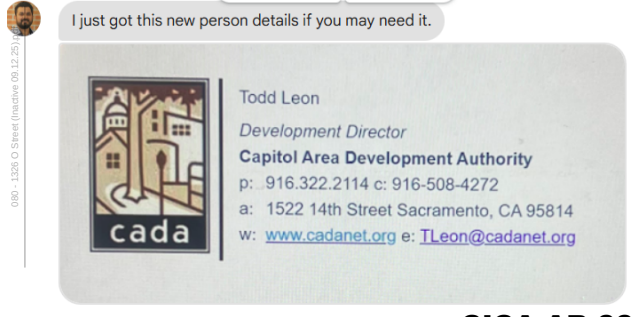
In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at jonathan.raymond@hccts.org.

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

CICA - 4565



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ADDENDUM TO LEASE

Date: **August 15, 2023**
Lessor: **1322 O St Investors LP**
Lessee: **Highlands Community Charter and Technical Schools**
Address: **1326 O Street, Sacramento, CA 95814**

Paragraph: 51. Management Fee.

In order to cover Lessor's overhead and administrative costs in accordance with this Lease, Lessee shall pay Lessor the amount of $1,000 per month, payable on the first day of each month, to be increased by three percent (3%) annually.

Paragraph 52. Operating Expenses and Maintenance.

Notwithstanding anything to the contrary set forth in this Lease, Lessee shall not be required to pay Common Area Operating Expenses or real property taxes, and shall only be required to pay for utilities in accordance with the terms of this Lease.

Paragraph 53. Maintenance. Notwithstanding anything to the contrary set forth in this Lease, Lessee shall only be required to provide the following maintenance at its expense: Lessee shall keep the entire Premises and improvements in good order, condition and repair by performing, without limitation, the maintenance, repair and replacement of (1) all exposed electrical, plumbing and sewage systems, including but not limited to, toilets, plumbing fixtures, electrical fixtures, hot water heater, appliances, etc.; (2) the complete interior of the Premises, including the interior surfaces of walls, ceilings, and windows, all doors, and all plate-glass; (3) exterior signs, awnings, doors, windows, siding, thresholds, and the refuse area; (4) any portion of the Premises or Property which is damaged as a result of the negligent or intentional acts or omissions of Lessee, its agents, contractors, employees, or invitees; and (5) the portion of the building set-back and sidewalk bordering the length of the commercial space's frontage. Lessee shall not be required to provide service contracts for any HVAC or related equipment.

Paragraph 54. Storage.

Lessee shall have exclusive use of the 67 square foot storage room inside of the Building on the 1322 O Street Property located in the hallway on the 2nd floor directly west of the elevator, for storage of employee personal items, a mini-fridge, and for the storage of job center related materials, equipment, and files.

Paragraph 55. Refuse and Recycling and Organic Waste.

Lessee shall promptly collect and remove any rubbish or garbage from the Premises and the surrounding areas used by its patrons. Upon daily closing of the business, Lessee shall remove all refuse from the Premises and place it in the designated dumpster provided by Lessor. Lessee shall comply with all City standards concerning refuse and recycling, including the proper separation and disposal of recycling materials and organic waste, and use of state-approved to-go containers. Tenant has use of the trash and recycling dumpsters located in the trash room at the southern end of the Building, to be shared with the Sonrisa residents. Lessee shall dispose of organic food waste in a separate container, which is provided in the trash room. All containers are to be kept in the shared trash enclosure and is to be shared with Sonrisa residents.

Paragraph 56. Building Common Areas and Access to Storage and Refuse Facility.

Notwithstanding anything to the contrary contained in this Lease, Lessee shall not have the right to use any Common Areas within the residential Building except for the refuse facility, and the hallway within the Building from the Premises to access the Storage Room and refuse facility. Lessee will be provided with a FOB to access

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the Building, exclusively for use by current Lessee employees to enter and access the storage room and refuse facility only. Lessee employees are not to access any other part of the Building, and Lessee shall not allow its customers to have access to, or to use, the FOB. Lessee shall restrict access to the Building such that its customers shall not be able to access the Building.

Paragraph 57. Energy Use Disclosures. Lessee acknowledges that Lessor entered into a SMUD Neighborhood SolarShares program for the Property and that the Premises will be automatically participating in the program. Lessee agrees to comply with any requirements of the program of which Lessor gives notice of to Lessee. Lessee also agrees to promptly cooperate with Lessor concerning Lessee's energy use data to the extent required for Lessor to comply with the requirements of any "Energy Use Disclosure Programs" including, but not limited to, the requirements of California Public Resources Code Section 25402.10, or any other related or successor statute(s) and all regulations promulgated thereunder. Without limiting the generality of the foregoing, Lessee agrees to promptly execute and provide to all necessary utility providers any authorization forms required by such utility provider as a condition to releasing to Lessor the energy use data required for Lessor's compliance with any Energy Use Disclosure Programs.

Paragraph 58. Parking.

In addition to Paragraph 2.6, the following shall apply to vehicle parking: There is no dedicated parking in connection with this Lease. Street parking and the parking at the Westminster Church are available for tenant and customer parking at the established rates.

Paragraph 59. Use of Premises.

Lessee shall provide free job center and occupational skills training (i.e. assessment of skills and work preferences, job readiness and occupational skills training scholarships, resume preparation, interviewing tips, tips on keeping a job, mentoring, guidance and counseling, support services, etc.) to the Property tenants, Capitol Area Development Authority tenants, and the general public.

Subject to reasonable schedule adjustments from time to time, Lessee's hours of operation are general business hours of 8:00am to 5:00pm Monday through Friday. Lessee shall post its hours of operation in a prominent area for the public. Lessee shall notify Lessor if the business will be closed for any reason during the minimum hours of operation. In such an event, Lessee shall post signs notifying the public of the closure of the business and include the Lessee's phone number for any comments or concerns. If the Lessee desires to modify the business's minimum hours of operation, Lessee shall submit the request in writing to the Lessor for Lessor's approval in its reasonable discretion.

Lessor shall retain the right to be able to use the Premises for Capitol Area Development Authority residents' special events up to six times a year such as the Holiday Party and bingo nights. Lessee shall configure the furnishings in the Premises so they are moveable to accommodate Lessor's use of the Premises for such events.

Lessee shall not commit, suffer or permit any waste or nuisance on the Premises or any acts to be done thereon in violation of any law or ordinance, and Lessee shall not permit customer or employee loitering or nuisances on the Premises or Common Areas of the Property, including nuisance to the Property residential residents. Lessee shall not conduct its business in such a manner as to interfere with or deprive neighboring commercial and residential tenants of the quiet enjoyment of their premises, including without limitation, making excessive noise or production of unpleasant odor. There shall be no smoking within 25 ft of the building entrances. Lessor and its agents shall be permitted to enter the Premises at reasonable times to inspect compliance with the use allowable use of the Premises.

Paragraph 60. Signs.

Notwithstanding anything to the contrary contained in this Lease, Lessee shall not have the right to place, construct, or maintain any sign, advertisement, awning, banner, lighting or other exterior decoration (collectively, "Signs") except a sign placed in the window of the Premises. There will not be signage allowed to be mounted on the building itself, including on the fascia. All Signs shall be in compliance with the applicable provisions of the

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sign ordinance of the City of Sacramento. Where conflicts exist, Lessor's review and any resulting approval shall supersede such City regulations. Lessor shall approve all signage design, size, and location.

Paragraph 61. Tenant Improvements.

In accordance with Paragraph 2.2 of this Lease, Lessor will deliver the premises to Lessee in a in a warm shell condition with a bathroom, doors, exit signs, an electrical panel, and utilities stubbed to the Premises. Lessee has been provided with the location of the utility stubs. The costs of all other improvements including installation of electrical outlets will be the responsibility of Lessee.

Lessee, at Lessee's sole cost and expense, agrees to perform the following tenant improvement work in the Premises: painting, electrical, and HVAC (the "Tenant Improvements"), as described in Exhibit B. Lessee is responsible for the payment of all costs of Tenant Improvements, including design plan preparation, City fees for permits, construction cost, and furnishings. The design shall be subject to Lessor's approval. Lessee shall contract with a general contractor approved by Lessor for the work in accordance with Exhibit B.

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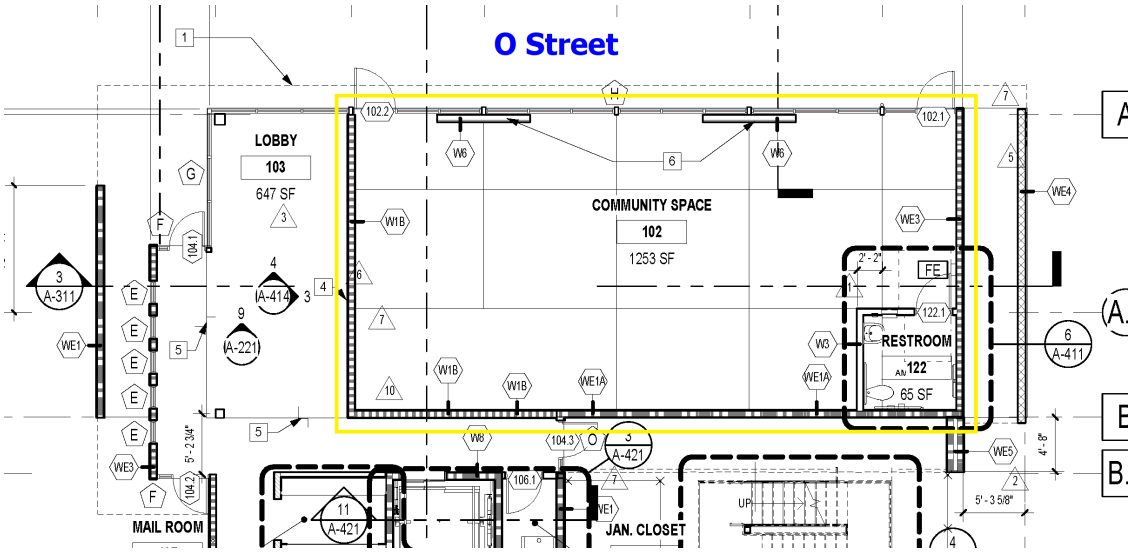
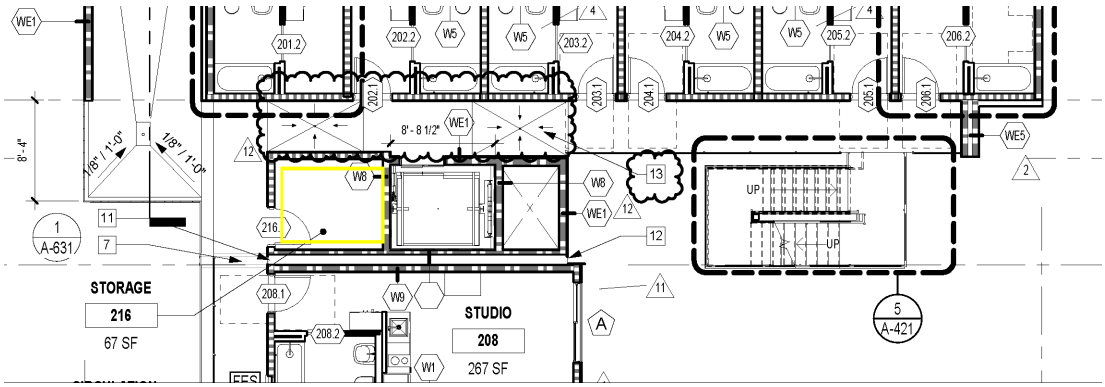
Exhibit A

(Site Plan)



1st Floor



2nd Floor

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Exhibit B

(Community Space TI Estimate)

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STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND CONSTRUCTOR (LUMP SUM PRICE)

This Agreement is made this Ninth Day of March Two Thousand and Twenty Three, by and between

OWNER, Highlands Community Charter School, located at 1333 Grand Avenue, Sacramento, CA 95838

and

CONSTRUCTOR, Tricorp Group Inc., located at 2540 Warren Drive, Ste. A, Rocklin, CA 95677

Contractor License No., 999443

Owner and Constructor are collectively the "Parties."

Project: Sonrisa TI, 1322 O Street, Sacramento, CA 95814

ARTICLE 1 THE WORK

THE WORK Constructor shall use its diligent efforts to perform the "Work", as described herein in an expeditious manner consistent with the Contract Documents. Constructor shall provide all labor, materials, equipment and services necessary to complete the Work in full according with and reasonably inferable from the Contract Documents to construct termite repairs.

ARTICLE 2 PRICE

PRICE As full compensation for performance by Constructor of the Work, Owner shall pay Constructor the lump sum price of One Hundred Seventeen Thousand Seven Hundred and Forty Four dollars ($117,744). The lump sum price, "Contract Price," is subject to adjustment as provided in this Agreement.

ARTICLE 3 CONSTRUCTOR'S RESPONSIBILITIES

3.1 CONSTRUCTOR'S RESPONSIBILITIES Constructor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions.

3.1.1 Except for building permits and fees that are the responsibility of Owner pursuant to this Agreement, Constructor shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work.

3.1.2 Constructor shall pay all applicable taxes for the Work provided by Constructor.

3.1.3 Owner may elect to perform work at the Worksite directly or by others retained by Owner. The Parties shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Constructor and assist with the coordination of activities and the review of construction schedules and operations. Contract Price and Contract Time shall be equitably adjusted in accordance with this Agreement for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.

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3.1.4 Before commencing the Work, Constructor shall examine and compare the drawings and specifications with information furnished in the Contract Documents; relevant field measurements made by Constructor; and any visible conditions at the Worksite affecting the Work.

3.1.5 COMPLIANCE WITH LAWS Constructor shall comply with all laws at its own costs. Constructor shall be liable to Owner for all loss, cost, or expense, attributable to any acts or omissions by Constructor, its employees, subcontractors, suppliers, and agents for failure to comply with laws, including fines, penalties, or corrective measures.

3.1.6 WARRANTY

3.1.6.1 Constructor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Constructor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Constructor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others retained by Owner, or abuse.

3.1.6.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Owner shall promptly notify Constructor in writing. Unless Owner provides written acceptance of the condition, Constructor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

3.1.7 SAFETY Constructor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Constructor's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of laws. Constructor, to the extent reasonable, shall prevent against injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Work.

3.1.8 HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up. Constructor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency. If Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time.

3.1.9 MATERIALS BROUGHT TO THE WORKSITE Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor in accordance with the Contract Documents and used or consumed in the performance of the Work.

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3.1.10 SUBMITTALS If required, Constructor shall submit to Owner and Design Professional for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required. Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. Owner or it's Architect shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Constructor shall perform all Work strictly in accordance with approved submittals. Owner's approval does not relieve Constructor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved shop drawings.

3.1.11 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition at the Worksite is (a) a subsurface or other physical condition which is materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical conditions which is materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, Constructor shall stop Work and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Constructor is to proceed. Constructor shall not be required to perform any work relating to the condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the unknown condition shall be made by Change Order.

3.1.12 CUTTING, FITTING, AND PATCHING Constructor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or others retained by Owner.

3.1.13 CLEANING UP Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 OWNER'S RESPONSIBILITIES Any information or services to be provided by Owner shall be provided in a timely manner.

4.1.1 FINANCIAL INFORMATION Before commencing the Work and thereafter at the written request of Constructor, Owner shall provide Constructor with evidence of Project financing. Evidence of such financing shall be a condition precedent to Constructor's commencing or continuing the Work. Constructor shall be notified prior to any material change in Project financing.

4.1.2 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Constructor the following, which Constructor shall be entitled to rely upon for its accuracy and completeness:

4.1.2.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface, and environmental studies, reports and investigations;

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4.1.2.2 tests, inspections and other reports dealing with environmental matters, hazardous material and other existing conditions, including structural, mechanical, and chemical tests required by the Contract Documents or by law;

4.1.2.3 the limits of and a copy of Pollution Liability Insurance Policy covering the Worksite held by Owner; and any other information or services requested in writing by Constructor which are required for Constructor's performance of the Work and under Owner's control.

4.1.2.4 the limits of and a copy of Property Insurance Policy covering the Worksite held by Owner.

4.1.3 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) days after receiving Constructor's written request, Owner shall provide Constructor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's interest in the real property on which the Project is located and the record legal title.

4.1.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees required of Constructor for its work, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

ARTICLE 5 CONTRACT TIME

5.1 DATE OF COMMENCEMENT The Date of Commencement is the FIRST DAY Contractor is able to start physical work at the Worksite. Ability to physically begin work will be no more than 14 days after receipt of applicable permits and receipt of necessary materials and equipment to complete the Work.

5.2 TIME The Work shall be substantially complete 60 days after date of commencement, subject to adjustments as provided for in the Contract Documents. Date of commencement will be coordinated so all permits and approvals are in place, long lead materials and equipment have been ordered and delivery times for the same have been coordinated in such manner to fit in Contractor's 60-day schedule.

ARTICLE 6 SCHEDULE OF THE WORK

6.1 SCHEDULE OF THE WORK Before submitting its first application for payment, Constructor shall submit to Owner, and if directed, to Design Professional, a Schedule of the Work showing the dates on which Constructor plans to begin and to complete various parts of the Work, including dates on which information and approvals are required from Owner.

ARTICLE 7 DELAYS AND EXTENSIONS OF TIME

7.1 If Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Constructor, Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of Constructor include, but are not limited to, the following: (a) acts or omissions of Owner, the Design Professional, or others; (b) changes in the Work or the sequencing of the Work ordered by Owner or arising from an Owner decision that impacts Contract Time; (c) encountering Hazardous Materials, or concealed and unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Constructor; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) terrorism; (j) requests from inspectors or Inspections

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adding costs and scope of work to the shown or specified Contract Documents; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Constructor shall process any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

7.2 In addition, if Constructor incurs additional costs as a result of a delay that is caused by items (a) through (d) in section 7.1, Constructor may be entitled to an equitable adjustment in the Contract Price subject to ARTICLE 9.

7.3 NOTICE OF DELAY CLAIMS If Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay, Constructor shall give Owner written notice of the claim.

ARTICLE 8 ALLOWANCES

8.1 ALLOWANCES All allowances stated in the Contract Documents shall be included in the Contract Price. While Owner may direct the amounts of, and particular suppliers or subcontractors for, specific allowance items, if Constructor reasonably objects to a supplier or subcontractor, it shall not be required to contract with them. Owner shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Constructor's overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

ARTILE 9 CHANGES

9.1 Constructor may request or Owner may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect the Contract Time or Contract Price shall be formalized in a Change Order.

9.2 The Parties shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld. Constructor shall not be obligated to perform changes in the Work without a Change order or Interim Directive.

9.3 If a cost or credit determination cannot be agreed to above, the cost of the change in the Work shall be determined by the reasonable actual expense incurred or savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, Constructor's overhead and profit shall be adjusted accordingly. In case of a net decrease in the Contract Price, Constructor's overhead and profit shall not be adjusted. Constructor shall maintain a documented itemized accounting evidencing the expenses and savings.

9.4 COST OR CREDIT DETERMINATION

9.4.1 An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

(a) unit prices set forth in this Agreement or as subsequently agreed;
(b) a mutually accepted, itemized lump sum; or
(c) costs calculated on a basis agreed upon by Owner and Constructor plus fifteen percent (15%) overhead and profit.

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9.5 UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Constructor, such unit prices shall be equitably adjusted.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within Thirty (30) days from the date of execution of this Agreement, Constructor shall prepare and submit to Owner and, if directed, Design Professional, a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the Contract Price.

10.2 PROGRESS PAYMENTS Constructor shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the 25th day of the calendar month for the current calendar month projected through the end of the month. Constructor's applications for payment shall be itemized and supported by Constructor's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount due on any payment application, less any amounts as set forth below, no later than Twenty (20) days after Constructor has submitted a complete and accurate payment application. Owner may deduct, from any progress payment, such amounts as may be retained pursuant to section 10.3.

10.3 RETAINAGE From each progress payment made before Substantial Completion Owner may retain Zero percent (0 %) of the amount otherwise due after deduction of any amounts as provided.

10.4 PAYMENT DELAY If for any reason not the fault of Constructor, Constructor does not receive a progress payment from Owner within seven (7) days after the time such payment is due, Constructor, upon giving seven (7) days written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Constructor has been received. If Constructor incurs costs or is delayed resulting from shutdown, delay, and start-up, Constructor may seek an equitable adjustment in the Contract Price of Contract Time.

10.5 FINAL COMPLETION When final completion has been achieved, Constructor shall prepare for Owner's acceptance a final application for payment stating that to the best of Constructor's knowledge, and based on Owner's inspections, the Work has reached final completion in accordance with the Contract Documents.

10.5.1 Final payment of the balance of the Contract Price shall be made to Constructor within thirty (30) days after Constructor has submitted to Owner a complete and accurate application for final payment and the following submissions:

(a) an affidavit declaring any indebtedness connected with the Work to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;
(b) as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
(c) release of any liens, conditioned on final payment being received;
(d) consent of any surety, if applicable; and
(e) any outstanding known and unreported accidents or injuries experienced by Constructor or its subcontractors at the Worksite.

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10.6 Claims not reserved by Owner in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects. Unless Constructor provides written identification of unsettled claims known to Constructor at the time of making application for final payment, acceptance of final payment constitutes a waiver of such claims.

10.7 LATE PAYMENT Payments due but unpaid shall bear interest as allowed under State of California Civil Code from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 11 INDEMNITY

11.1 To the fullest extent permitted by law, Constructor shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees and Design Professional (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured under section 12.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Constructor shall be entitled to reimbursement of any defense costs paid above Constructor's percentage of liability for the underlying claim to the extent provided in the section immediately below.

11.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Constructor, its officers, directors, or members, subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under section 11.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or others retained by Owner, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Owner, Design Professional, or others retained by Owner. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided in the section immediately above.

11.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Constructor, anyone directly or indirectly employed by Constructor or anyone for whose acts Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Constructor under Workers' Compensation acts, disability benefit acts, or other employment benefit acts.

ARTICLE 12 INSURANCE

12.1 Before commencing the Work and as a condition precedent to payment, Constructor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). Constructor shall maintain completed operations liability insurance for one year after Substantial Completion. If requested, Constructor shall provide Owner with certificates of the insurance coverage required. Constructor's Employers' Liability, Business Automobile Liability, and CGL policies, as required in this article, shall be written with at least the following limits of liability:

12.1.1 Employers' Liability Insurance:
(a) $1,000,000 each accident;
(b) $1,000,000 disease policy limit;
(c) $1,000,000 disease per employee.

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12.1.2 Business Automobile Liability Insurance $1,000,000 per accident Combined Single Limit.

12.1.3 CGL Insurance:
(a) $2,000,000 per occurrence;
(b) $4,000,000 general aggregate;
(c) $4,000,000 products/completed operations aggregate;
(d) $2,000,000 personal and advertising injury limit.

12.2 PROPERTY INSURANCE Owner shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, INCLUDING EXISTING STRUCTURES. This insurance shall also: (a) name Constructor, subcontractors, subsubcontractors, suppliers, and Design Professionals as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy. The Builder's Risk Policy shall insure at least against and not exclude: (a) the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused; (b) damage resulting from defective design, workmanship, or material; (c) coverage extension for damage to existing buildings, plant or other structures at the Worksite, when the Project is contained within an attached to such existing buildings, plant, or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project; (d) equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to stream equipment caused by a condition within the equipment; and (e) testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use.

12.2.1 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Constructor has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner shall provide a copy of the property policy or policies obtained in compliance with section 12.2.

12.2.2 If the Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in Section 12.2, then Owner shall give written notice to Constructor and Design Professional before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with section 12.2. Owner may then provide insurance to protect its interests and the interests of Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase of maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

12.2.3 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, and subsubcontractors, and design professionals for damages

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caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

12.2.4 To the extent of the limits of Constructor's CGL insurance specified in section 12.1, Constructor shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of Constructor, subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

12.2.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to section 12.2 until the Date of Final Completion.

12.2.6 POLLUTION LIABILITY INSURANCE Constructor [ ] is/ [X] is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered. If applicable" in the following amounts: [NA] per occurrence and shall apply for [NA] year(s) after Final Completion.

12.3 ADDITIONAL INSURED Owner shall be named as an additional insured on Constructor's CGL insurance specified, for on-going operations and completed operations excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Constructor, or those acting on Constructor's behalf, in the performance of Constructor's Work for Owner at the Worksite. The insurance of the Constructor and its Subcontractors (both primary and excess) shall be primary to any insurance available to the additional insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

ARTICLE 13 BONDS

13.1 Performance and Payment Bonds are not required of Constructor.

ARTICLE 14 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

14.1 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for (a) losses covered by insurance required by the Contract Documents, or (b) specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. The following items of damages are excluded from this mutual waiver: [NA]. This article shall also apply to the termination of this Agreement and shall survive such termination. The Parties shall require similar waivers in contracts with subcontractors and others retained for the project.

ARTILCE 15 DISPUTE MITIGATION AND RESOLUTION

15.1 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in sections 7.4 for any claim for an increase in the Contract Price or the Contract Time, Constructor shall give Owner written notice of the claim within fourteen (14) days after the occurrence giving rise to the claim or within fourteen (14) days after Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

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15.2 WORK CONTINUANCE AND PAYMENT Constructor shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Constructor continues to perform, Owner shall continue to make payments in accordance with the Agreement.

15.3 DIRECT SETTLEMENT DISCUSSIONS If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute through direct discussions. Within five (5) business days, the parties representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions shall conduct direct discussions and make a good faith effort to resolve such dispute.

15.4 MEDIATION Disputes between Owner and Constructor not resolved by direct discussion of the Parties will cooperate and collectively select a mediator acceptable to both Parties within fifteen (15) days of the first notice by either Party.

15.5 BINDING DISPUTE RESOLUTION If neither direct discussions nor mediation successfully resolves the dispute, the Parties shall submit the matter to the binding dispute resolution procedure of Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

15.5.1 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

15.5.2 VENUE The project location shall serve as the venue.

ARTICLE 16 PREVAILING WAGE

16.1 The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at Owner's main office, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

16.2 Owner will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal and will not under any circumstances be considered as the basis of a claim against Owner.

16.3 By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

16.4 The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both

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straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by Owner's representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

16.4.1 Owner shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to Owner the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any A. subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

16.5 To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

16.6. Owner will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by Owner, or Owner's agents, be considered as the basis of a claim against Owner.

ARTICLE 17 MISCELLANEOUS

17.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

17.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign its interest in this Agreement, in whole or in part, without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives.

17.3 GOVERNING LAW The law in effect at the location of the Project shall govern.

17.4 NOTICE Unless changed in writing, a Party's address indicated in this contract shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

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Attachments:
Exhibit A: Preliminary Budget & Qualification dated 2.8.23
Exhibit B: Sample Insurance

OWNER: Highlands Community Charter School

By: _____

Murdock Smith, Executive Director/CEO

CONSTRUCTOR: Tricorp Group, Inc.

By: DocuSigned by: Chris Cormier E7B74FCBCFAD49C... _____

Christopher Cormier, President

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COMMERCIAL MULTI-TENANT LEASE

(HCCTS)

1. **Basic Provisions** (**"Basic Provisions"**).

1.1. **Parties**. This Lease (**"Lease"**), dated for reference purposes only August 15, 2023, is made by and between **1322 O St Investors LP** (**"Lessor"**) and **Highlands Community Charter and Technical Schools**, California non-profit corporation (**"Lessee"**), (collectively the **"Parties"**, or individually a **"Party"**).

1.2 (a) **Premises**. That certain portion of the Property (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of as 1326 O Street, Sacramento, CA 95814, as outlined on **Exhibit A**, attached hereto (**"Premises"**) and generally described as (describe briefly the nature of the Premises): an approximate 1,318 square feet of commercial space and 67 square feet of storage space in the adjacent residential affordable housing project building located at 1322 O Street, commonly known as "Sonrisa" (the **"Building"**), as depicted on the attached Exhibit A, incorporated herein by this reference. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways and to the Common Areas (as defined in Paragraph 2.7 below) but, shall not have any rights to use of the Building or to any other buildings in the Property, except as provided for herein. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the **"Property**." (See also Paragraph 2.)

(b) **Parking**. Zero parking spaces. (See also Paragraph 2.6 and Paragraph 54.)

1.3 **Term**. Ten (10) automatically renewing one (1)-year terms (**"Original Term"**) commencing August 15, 2023 (**"Commencement Date"**) and ending August 15, 2033 (**"Expiration Date"**); provided, however, that either Party may terminate this Lease upon ninety (90) days written notice prior to the beginning of each annual automatic renewal. (See also Paragraph 3.)

1.4 **Intentionally Deleted.**

1.5 **Base Rent**. $0.00 per month (**"Base Rent"**). (See also Paragraph 4.)

□ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

1.6 **Lessee's Share of Common Area Operating Expenses**. Zero percent (0.00%) (**"Lessee's Share"**). In the event that the size of the Premises and/or the Property are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification. (See also Paragraph 52.)

1.7 **Base Rent and Other Monies Paid Upon Execution**.

(a) **Base Rent**. $ 0.00.

(b) **Common Area Operating Expenses**. An estimate of $0.00.

(c) **Security Deposit**. $ 2,500.00 (**"Security Deposit"**). (See also Paragraph 5.)

(d) **Management Fee**. A prorated amount of for the first month based on a monthly amount of $1,000.00. (See also Paragraph 51.)

(e) **Total Due Upon Execution of this Lease**. $3,500.00.

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1.8 **Agreed Use**. Use of the Premises for education and technical services for HCCTS students, and employment and training services as a satellite job center in accordance with its stated purposes. (See also Paragraph 6.)

1.9 **Agreed Trade Name**: N/A (See also Paragraph 6.)

1.9 **Insuring Party**. Lessor is the **"Insuring Party."** (See also Paragraph 8.)

1.10 **Real Estate Brokers**. N/A

1.11 **Guarantor**. The obligations of the Lessee under this Lease are to be guaranteed by N/A ("**Guarantor**"). (See also Paragraph 37.)

1.12 **Attachments**. Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 61;

☑ a site plan depicting the Premises attached as **Exhibit A**;

☐ a site plan depicting the Property;

☑ a current set of the Rules and Regulations for the Property;

☑ a Community Space TI Contract attached as **Exhibit B**;

☐ other (specify); _____.

2. **Premises**.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs (**"Start Date"**), in a warm shell condition with an unfinished demising wall and utilities stubbed to the Premises for Lessee's installation of its Tenant Improvements in accordance with the Work Letter. Lessor warrants that elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Premises shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such warranted systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 30 days. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each

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such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date (**"Applicable Requirements"**). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed**. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises and/or Building (**"Capital Expenditure"**), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with

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respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of parking spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Property and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other residential and commercial tenants of the Property and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas, provided that such activities benefit the commercial spaces and not merely benefit the exclusive residential spaces of the Building (examples of excluded costs include, but are not limited to, costs for interior maintenance of the Building's residential areas and floors, dedicated stairs, elevators, residential HVAC systems, and any other costs solely for the benefit of residential uses of the Building).

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Property. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without

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notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Property and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Property.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes or additions to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, elevations, landscaped areas, signage, walkways and utility raceways;

(b) To use and close temporarily any of the Common Areas for the purpose of maintaining, repairing and altering the Property, so long as reasonable access to the Premises remains available, and to close temporarily any of the Common Areas to whatever extent is required in the opinion of Lessor's counsel to prevent a dedication of or the accrual of any rights of any persons or of the public to any of the Common Areas;

(c) To designate other land outside the boundaries of the Property to be a part of the Common Areas or to be entitled to use the Common Areas on a reciprocal basis;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Property, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Property as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

2.11 **Common Areas - Promotional Events; Sidewalk Sales.** Lessor reserves the right, from time to time, in Lessor's sole discretion, to utilize portions of the Common Areas for promotional events, which may include but shall not be limited to entertainment. Lessor further reserves the right, in Lessor's sole discretion, to permit any one or more tenants of the Property to conduct the display and/or sale of merchandise from the sidewalks immediately adjacent to such tenants' respective premises.

2.12 **Common Areas - Remodeling.** At any time during the Term, Lessor may remodel or expand, in any manner, the existing Property, which work may include, without limitation, the addition of shops and/or new buildings to the Property (collectively, "**Remodeled Property**"). If Lessor deems it necessary for construction personnel to enter the Premises in order to construct the improvements Remodeled Property, Lessor shall give Lessee no less than 60 days prior notice and Lessee shall allow such entry. Lessor shall use reasonable efforts to complete any work affecting the Premises in an efficient manner so as not to interfere unreasonably with Lessee's business. Lessee shall not be entitled to any damages for any inconvenience or any disruption to Lessee's business caused by such work; provided, however, the Base Rent paid by Lessee for the period of the inconvenience shall be abated in proportion to the degree that Lessee's use of the Premises is impaired. Lessor shall have the right to use portions of the Premises to accommodate any structures required for the Remodeled Property, provided that if as a

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result thereof there is a permanent decrease in the floor area of the Premises 1% or more, there shall be a proportionate downward adjustment of Base Rent and Lessee's Share.

3. **Term**.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If an Early Possession Date has been specified in Paragraph 1.4, the Parties intend that Lessee shall have access to the Premises as of the Early Possession Date for purposes of preparing and fixturizing the Premises for the conduct of Lessee's business. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay in Possession**. Lessor agrees to use commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by the Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent**.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent and, if applicable, Percentage Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

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(a) **"Common Area Operating Expenses"** are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Property, including, but not limited to, the following:

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, and replacement as reasonably necessary, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, parking lot striping, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire detection and/or sprinkler systems.

(dd) Common electrical, plumbing and other utilities servicing any building on the Property and/or the Common Areas.

(ee) All other areas and improvements that are within the exterior boundaries of the Property but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management (including, but not be limited to, a property management fee to Lessor equal to 5% of Base Rent and Percentage Rent), security services, and the costs of any environmental inspections.

(iv) Reserves set aside for equipment, maintenance, repair and/or replacement of Common Areas.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Property.

(ix) The cost of any capital improvement to the Building or the Property not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) If Lessor determines that the method of proration of any item included within Common Area Operating Expenses is inequitable, Lessor may prorate such item on the basis of usage or other equitable considerations. Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Premises, the Building or to any other premises or building in the Property or

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to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other premises or building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to any premises or building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings or premises in the Property.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Property already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) If there are one or more Major Tenants (as hereinafter defined) within the Property, then at Lessor's sole option, the amount to be reimbursed by such Major Tenants to Lessor for all or a portion of the Common Area Operating Expenses may be determined by alternative equitable methods (e.g., a Major Tenant may pay directly for its own security), and the actual amount paid by such Major Tenants shall be credited against the Common Area Operating Expenses allocated to other tenants of the Property; provided, however, that in such event the rentable area of the buildings leased to such Major Tenants shall be excluded from the rentable area of the Property for purposes of determining Lessee's Share of Common Area Operating Expenses for those specific items, notwithstanding the percentage set forth in Paragraph 1.7. As used herein, the term "Major Tenant" shall mean any commercial or retail tenant within the Property.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit**.

5.1 **Security Deposit Use**. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee

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fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use**.

(a) **Agreed Use; Agreed Trade Name**. Lessee shall use and occupy the Premises only for the Agreed Use, and for no other purpose, and Lessee shall operate at the Premises only under the Agreed Trade Name and under no other trade name. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than dogs on leash (so long as allowed by applicable public health regulations), lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvement on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises, and/or is not in conflict with or incompatible with the existing or proposed (whether or not exclusive) of other occupants of the Property. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Trade Name, so long as the same is not in conflict with or incompatible with the nature and character of the Property or other existing or proposed uses of other occupants of the Property. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use and/or Agreed Trade Name.

(b) **Continuous Operation.** Lessee shall continuously operate and conduct the Agreed Use under the Agreed Trade Name within the entire Premises in a reputable manner and in conformity with industry standards of practice prevailing in the field of business among merchants engaged in the same or similar business in the city in which the Premises are located. If any governmental license or permit shall be required for the proper and lawful conduct of Lessee's business or other activity carried on in the Premises, or if a failure to procure such a license or permit might or would, in any way, affect Lessor, the Property, or the ability of Lessee to operate its business, then Lessee, at Lessee's expense, shall, at all times, obtain and comply with the requirements of each such license or permit.

(c) **Violations of Exclusive Use Rights**. Lessee acknowledges that Lessor may grant, or may have previously granted, exclusive use rights to other tenants of the Property and agrees that a material consideration to Lessor in entering into this Lease is Lessee's covenant to limit its use of the Premises to the Agreed Use under the Agreed Trade Name as set forth above. Lessee's violation of

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exclusive use rights granted to other tenants of the Property will result in Lessor suffering irreparable harm and, therefore, in addition to all other rights and remedies available to Lessor, Lessor may seek to enjoin Lessee's breach of such covenant and Lessee shall be liable for any damages incurred or sustained by Lessor to such other tenants whose exclusive use rights are breached by Lessee. In no event shall Lessor be liable to Lessee for any failure of any other tenants of the Property to operate their businesses, or for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or third parties.

(d) **Other Tenancies.** Lessor, at its sole discretion, reserves the absolute right to establish procedures to control other tenancies in the Property. Regardless of whether any specific tenants are shown on any site plan attached hereto, Lessee does not rely on that fact, nor does Lessor represent that any specific tenant or number or type of tenants shall or shall not during the Term occupy any portion of the Property, nor does Lessee rely on any other tenant operating its business in the Property at any particular time or times. Further, no conduct by any tenant, subtenant or other occupant of, or any customer of, or any supplier to or use of any portion of the Property shall constitute an eviction, constructive or otherwise, of Lessee from the Premises, and Lessee hereby waives any and all claims that it might otherwise have against Lessor by reason thereof.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered

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or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Property not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in Paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediation**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including **"Alterations"**, as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

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6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said recommendations or requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's **"Lender**" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises, and for verifying compliance by Lessee with this Lease. Lessee acknowledges that the Property is subject to vapor testing and that access to venting system equipment for vapor testing will be necessary. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**"MSDS"**) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs, Utility Installations; Trade Fixtures and Alterations**.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof. Lessee shall also procure and maintain a contract for monthly pest control services for the Premises and provide a copy of the contract to Lessor.

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(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term **"Utility Installations"** refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to $15,000 in the aggregate or a sum equal to $5,000 in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with

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good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days' notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. **"Ordinary wear and tear"** shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises), even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity**.

8.1 **Payment of Premiums**. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating

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Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's **"Additional Insured-Managers or Lessors of Premises"** Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry dram shop liability insurance for alcohol served on the Premises.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Intentionally Deleted**.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Property if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

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(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a **"General Policyholders Rating"** of at least A-, VI, as set forth in the most current issue of **"Best's Insurance Guide"**, or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or **"insurance binders"** evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with (i) a Breach of the Lease by Lessee, and/or (ii) the use and/or occupancy of the Premises and/or Property by Lessee, and/or Lessee's agents, employees, contractors, invitees, or anyone else acting through or on behalf of Lessee, and/or (iii) any violation of law. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

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8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Property, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of Paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction**.

9.1 **Definitions**.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including

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demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the Replacement Cost of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full Replacement Cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b)

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providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Damage to Building.** In the event of any damage or destruction to other portions of the Building or to any other buildings on the Property, whether insured or uninsured (and whether or not there is also damage or destruction to the Premises), which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction, Lessor may either (i) repair such damage or destruction as soon as reasonably possible without expense to Lessee, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage or destruction. Such termination shall be effective 60 days following the date of such notice.

9.7 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. **"Commence"** shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.8 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes**.

10.1 **Definition**. As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Property, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Property address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Property is located. The term **"Real Property Taxes"** shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease,

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including but not limited to, a change in the ownership of the Property, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Property, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Property by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services**.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. To the extent any such utilities and/or services are not separately metered, Lessee shall pay Lessee's Share thereof in accordance with Paragraph 4.2. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. **Assignment and Subletting**.

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12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent and Percentage Rent Rate to 110% of the Base Rent and Percentage Rent Rate then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) **Intentionally Deleted**.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations

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under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by the proposed sublease or assignment document, and information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36.) Any approved sublease or assignment documents shall not be modified without Lessor's prior written consent.

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2.)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

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13. **Default; Breach; Remedies**.

13.1 **Default; Breach**. A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A **"Breach"** is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (**"MSDS"**), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

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(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entititled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

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13.3 **Inducement Recapture**. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions, of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no, further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an, Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The, acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the, provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the date when due. The interest (**"Interest"**) charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event (except in the case of an emergency posing imminent danger of harm to persons or property) be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation**.

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If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Premises, or more than 25% of the parking spaces situated within the parking area is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and agents, if any) in connection with this Lease, and that no one other than said named Brokers and agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates**.

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor**.

The term **"Lessor"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of

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a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability**.

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days**.

Unless otherwise specifically indicated to the contrary, the word **"days"** as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability**.

The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence**.

Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer**.

This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices**.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery

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of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options**. Notwithstanding the foregoing, in order to exercise any Options (see Paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor

24. **Waivers**.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding the Nature of a Real Estate Agency Relationship**.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

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(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any Default or Breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as **"Confidential"** any communication or information given Brokers that is considered
by such Party to be confidential.

26. **No Right to Holdover**.

Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies**.

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement**.

All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

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29. **Binding Effect; Choice of Law**.

This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. **Subordination; Attornment; Non-Disturbance**.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees**.

If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may

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be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs**.

Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions**.

Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion.

34. **Signs**.

Lessor may place on the Premises ordinary **"For Sale"** signs at any time and ordinary **"For Lease"** signs during the last 6 months of the term hereof. Any Lessee signs approved by Lessor must comply with all Applicable Requirements. Lessee shall not place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, exterior walls or the roof of the Building, or anywhere else within the Property outside of the Premises, or on any interior portions of the Premises that are visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material or any other items without Lessor's prior written consent, which consent shall be granted or denied at Lessor's sole discretion. Lessor shall designate the size, shape, color, design, and location of all exterior sign(s) to be installed by Lessee, and Lessee shall, at Lessee's sole cost and expense, fabricate, construct and install all such sign(s) in full compliance with Lessor's designation and in accordance with the Sign Criteria for the Property, if any. Lessee agrees to submit plans and specifications for Lessee's sign(s) for Lessor's written approval within 30 days after the full execution hereof and to install such sign(s) prior to opening for business at the Premises. Lessor, at Lessee's cost, may remove any item placed, constructed or maintained in, upon or about the Premises or Property, which does not comply with this paragraph. In the event there is a pole, pylon or monument sign for the P:roperty, Lessor shall have the right, but not the obligation, to install lettering designating Lessee's business on such sign, at Lessee's expense, with Lessor's approval of location, size, style and color. All signs that are permanently attached to the Premises or Building shall become the property of Lessor at the expiration or earlier termination hereof; provided, however, that Lessee shall promptly remove all such signs if Lessor so elects, and Lessee shall promptly repair all damage caused by such removal. Lessee shall not place, construct or maintain in, upon or about the Premises any search lights, flashing lights, loudspeakers, phonographs or other visual or audio media.

35. **Termination; Merger**.

Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10

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days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents**.

All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. In those express instances where consent is within the sole discretion of a party, the party shall have no obligation to adhere to a standard of reasonableness. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor**.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**.

Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options**.

If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition**. **"Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal to Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

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39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof),or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures**.

Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. While Lessor does not assume any responsibility to provide any security measures or any liability for failure to provide security measures or for any inadequacy thereof, Lessor shall have the authority to institute or continue such security measures as Lessor in its sole discretion deems necessary or appropriate from time to time, the cost and expenses of which shall be considered Common Area Operating Expenses. To the degree directed by Lessor, Lessee shall coordinate its security measures at the Premises with the security measures instituted by Lessor, if any.

41. **Reservations**.

Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Intentionally Deleted.**

43. **Performance Under Protest**.

If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment **"under protest"** and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid **"under protest"** within 6 months shall be deemed to have waived its right to protest such payment.

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44. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as **"Lessee"**, each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. **Conflict**.

Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. **Offer**.

Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. **Amendments**.

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. **Waiver of Jury Trial**.

THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT

49. **Arbitration of Disputes**.

An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

50. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☒ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certifed Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested

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by the lessee or tenant. The parties shall mutually agree on the and manner of the CASp and the cost of making correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY

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REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: CADA Offices
On: August 15, 2023.

By LESSOR:

1322 O St Investors LP,
California limited partnership

By: _____
Name: Danielle Foster
Title: President, CACDC
Address: 1522 14th St, Sac, CA 95814
Telephone: 916-322-2114
Facsimile: 916-324-6060
Federal ID No.: 85-2122901

Executed at: HCCTS
On: August 15, 2023

By LESSEE:

Highlands Community Charter and Technical Schools, a California non-profit corporation

By: _____
Name: Murdock Smith
Title: Executive Director/CEO
Address: 1333 Grand Ave., Sac, CA 95838
Telephone: 916-844-2283
Facsimile:
Federal ID No.: 46-1190967

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TRICORP GROUP

CADA SONRISA - COMMUNITY SPACE TI
1322 O STREET SACRAMENTO, CA
ESTIMATE - SUMMARY
Date: 2-8-2023

SITE SQUARE FOOTAGE	**n/a**
SITE ACREAGE	**0.00**
BUILDING SQUARE FOOTAGE	**1,250**

Description	Cost	Cost Per SF		Cost Per Stall	Cost Per Unit
TENANT IMPROVEMENTS	**$117,744**	$94.20	/SF		N/A
TOTAL IMPROVEMENTS BUDGET	**$117,744**	$94.20	/SF	N/A	N/A

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TRICORP GROUP

CADA SONRISA - COMMUNITY SPACE TI
1322 O STREET SACRAMENTO, CA
PRELIMINARY BUDGET

Non-Union

Date: 2-8-2023

BUILDING SQUARE FOOTAGE	**1,250**				
SITE SQUARE FOOTAGE	**n/a**				
	QTY	**UNIT**	**UNIT COST**	**TOTAL**	**DIV TOTAL**
DIVISION 1: GENERAL CONDITIONS					**$8,000**
Management/Supervision	1	LS	8,000.00	$8,000	
DIVISION 2: SITEWORK					**$0**
Not Used	0	LS	0.00	$0	
DIVISION 3: CONCRETE					**$0**
Concrete Cutting/Patch for Electrical - NIC - all overhead	0	SF	0.00	$0	
DIVISION 4: MASONRY					**$0**
Not Used	0	LS	0.00	$0	
DIVISION 5: METALS					**$0**
Not Used	0	Tons	0.00	$0	
DIVISION 6: WOOD AND PLASTICS					**$1,680**
Baseboard	140	LF	12.00	$1,680	
DIVISION 7: THERMAL AND MOISTURE					**$0**
Not Used	0	EA	0.00	$0	
DIVISION 8: DOORS AND WINDOWS					**$0**
Not Used	0	units	0.00	$0	
DIVISION 9: FINISHES					**$4,100**
Flooring - NIC; existing to remain	0	LS	0.00	$0	
Painting - drywall walls only	1,250	SF	3.28	$4,100	
DIVISION 10: SPECIALTIES					**$0**
Not Used	0	SF	0.00	$0	
DIVISION 11: EQUIPMENT					**$0**
Not Used	0	EA	0.00	$0	
DIVISION 12: FURNISHINGS					**$0**
Furnishings and Translucent Office Partition - by others	0	EA	0.00	$0	
DIVISION 13: SPECIAL CONSTRUCTION					**$0**
Not Used	0	SF	0.00	$0	
DIVISION 14: CONVEYING SYSTEMS					**$0**
Not Used	0	EA	0.00	$0	
DIVISION 15: MECHANICAL					**$38,000**
HVAC - package unit & ductwork/controls (one zone)	1	ls	38,000.00	$38,000	
Fire Sprinkler Systems - NIC; existing upright heads to rema	0	SF	0.00	$0	
DIVISION 16: ELECTRICAL					**$54,200**
Electrical - light fixtures - includes exposed conduit runs	1	ls	54,200.00	$54,200	
Security/Intrusion System - Not Included				$0	
Low Voltage - Not Included				$0	

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SUB TOTAL		**$105,980**	**$105,980**
INSURANCE	**1.00%**	**$1,060**	
BUILDERS RISK INSURANCE - NIC; by Owner		**$0**	
OH&P	**10.00%**	**$10,704**	
P&P BOND - NIC	**0.00%**	**$0**	
TOTAL COST		**$117,744**	
Cost per SF		**$94.20**	

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TRICORP GROUP

CADA SONRISA - COMMUNITY SPACE TI
1322 O STREET SACRAMENTO, CA
PRELIMINARY BUDGET

Date: 2-8-2023

QUALIFICATIONS

1. Proposal is based upon mutually agreed upon contract terms, conditions and clarifications
2. Proposal includes design for HVAC and Electrical; however, permit fees are to be reimbursed by Owner
3. Proposal does not include design or engineering beyond HVAC and Electrical
4. Proposal does not include utility meters, transformers or any utility fees
5. Proposal does not include any union wages - prevailing wages included
6. Proposal does not include security guard during construction
7. Proposal does not include any flooring
8. Proposal does not include access control or security
9. Proposal does not include any low voltage or data wiring, raceways, or connections
10. Proposal includes single color, single sheen for all paint at the entire space
11. Contract does not include any roofing repairs
12. Contract includes HVAC equipment for contractors specifications

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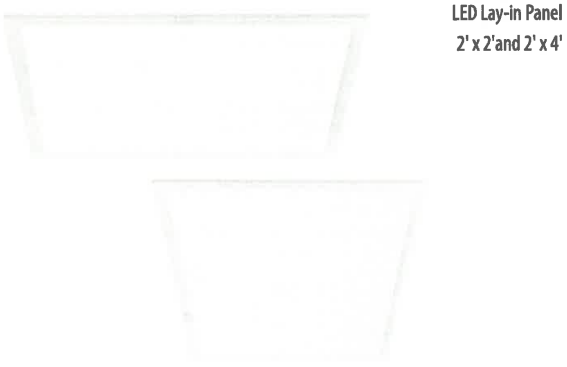
LITHONIA LIGHTING

Catalog Number	
Notes	
Type	

CPX LED

LED Lay-in Panel
2' x 2'and 2' x 4'



FEATURES & SPECIFICATIONS

INTENDED USE — The CPX Series LED is a low-glare panel featuring an external driver. This cost-effective, reliable flat panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores, hospitals, healthcare facilities and other commercial spaces. Certain airborne contaminants can diminish integrity of acrylic. Click here for Acrylic Environmental Compatibility table for suitable uses. Adjustable Lumen (AL07, AL08) and Switchable White (SWW7) configurations available. **U.S. Patent No. 10,681,784.**

CONSTRUCTION — The extruded aluminum frame with satin white lens provides excellent shielding and uniform luminance. CPX's low-profile design provides increased installation flexibility especially in restricted plenum spaces. The back plate includes integral T-bar clips for installation into T-grid ceilings.

ELECTRICAL — Long-life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 50,000 hours (L70>50,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

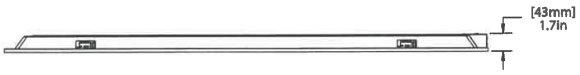
LISTINGS — CSA certified to meet US and Canadian standards. Damp location listed. IC rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

Specifications subject to change without notice



Switchable Lumens

ORDERING INFORMATION

Catalog Number	UPC	Description	Lumens	Color Temperature	CRI	Voltage	Wattage	Efficacy	Pallet Qty.
CPX 2X2 3200LM 35K M4	191848338537	2x2 LED Panel	3555	3500K	80	120-277	31.5		40
CPX 2X2 3200LM 40K M4	191848338650	2x2 LED Panel	3659	4000K	80	120-277	31.5		40
CPX 2X2 3200LM 50K M4	193048313642	2x2 LED Panel	3737	5000K	80	120-277	31.5		40
CPX 2X4 4000LM 35K M2	191848338490	2x4 LED Panel	4543	3500K	80	120-277	38.9		20
CPX 2X4 4000LM 40K M2	191848338506	2x4 LED Panel	4692	4000K	80	120-277	38.9		20
CPX 2X4 4000LM 50K M2	193048313680	2x4 LED Panel	4766	5000K	80	120-277	38.9		20
CPX 2X2 AL07 SWW7 M4	193048542806	2X2 Switchable Panel	See Switchable Table	3500K/4000K/5000K	>80	120-277	See Switchable Table	See Switchable Table	40
CPX 2X4 AL08 SWW7 M2	193048542844	2X4 Switchable Panel	See Switchable Table	3500K/4000K/5000K	>80	120-277	See Switchable Table	See Switchable Table	20
CPX 2X2 3400LM 35K UVOLT M4	193048887136	2x2 Flat Panel	3555	35	>80	120-347	32	111	40
CPX 2X2 3400LM 40K UVOLT M4	193048887150	2x2 Flat Panel	3659	40	>80	120-347	32	114	40
CPX 2X4 4300LM 35K UVOLT M2	193048887181	2x4 Flat Panel	4543	35	>80	120-347	40	113	20
CPX 2X4 4300LM 40K UVOLT M2	193048887198	2x4 Flat Panel	4692	40	>80	120-347	40	117	20

Switchable Table

Size(ft)	Nomenclature	Lumen Package	CCT	Lumen	Wattage	Efficacy
2x2	CPX 2X2 AL07 SWW7 M4	Low Lumen	3500K	2399	19.1	125.6
			4000K	2570	18.5	138.9
			5000K	2456	19.1	128.6
		Med Lumen	3500K	3356	28.7	116.9
			4000K	3649	27.5	132.7
			5000K	3427	28.5	120.2
		High Lumen	3500K	4131	37.5	110.2
			4000K	4564	35.8	127.5
			5000K	4212	37.3	112.9
2x4	CPX 2X4 AL08 SWW7 M2	Low Lumen	3500K	3813	28.94	131.8
			4000K	4033	28.1	143.5
			5000K	3938	28.86	136.5
		Med Lumen	3500K	4677	36.8	127.1
			4000K	5009	35.55	140.9
			5000K	4834	36.65	131.9
		High Lumen	3500K	6048	50.56	119.6
			4000K	6563	48.53	135.2
			5000K	6241	50.24	124.2

NOTES
1. ILBLP CP10 HE SD B remote mounted only. See ILBLP CP10 HE SD B spec sheet and ELA-PSMK-PSMKSD-PSDMT-PSRME remote mounting enclosure spec sheet here.

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ACCESSORIES

Accessories: *Order as separate catalog number.*	
ILBLP CP10 HE SD B	IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20[1]
DGA22	Drywall grid adapter for 2x2 recessed fixture.
DGA24	Drywall grid adapter for 2x4 recessed fixture.
2X2SMKSH	Multi-Use Surface Mount Kit 2x2, Shallow Depth
2X4SMKSH	Multi-Use Surface Mount Kit 2x4, Shallow Depth
2X2SMKSHP PAF	Multi-Use Surface Mount Kit 2X2 Post-Paint
2X4SMKSHP PAF	Multi-Use Surface Mount Kit 2X4 Post-Paint
PAC 2DNF 36	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 2X2 Panel Fixture only.
PAC 2DF 36	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 2X2 Panel Fixture only.
PAC 4DNF 36	Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4 or 2X2 Panel Fixtures.
PAC 4DF 36	Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4 or 2X2 Panel Fixtures.
PAC 2DNF 72	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 2X2 Panel Fixture only.
PAC 2DF 72	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 2X2 Panel Fixture only.
PAC 4DNF 72	Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4 or 2X2 Panel Fixtures.
PAC 4DF 72	Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4 or 2X2 Panel Fixtures.

Emergency Battery Delivered Lumens
Use the formula below to determine the delivered lumens in emergency mode **Delivered Lumens = 1.25 x P x LPW** **P** = Output power of emergency driver (10W for PS1055) **LPW** = Lumen per watt rating of the luminaire.

CPX compatible with Sensor Switch™
WSX-D and SPOD wall switches.



WSX-D



SPOD

PHOTOMETRICS

See www.lithonia.com for photometry reports.

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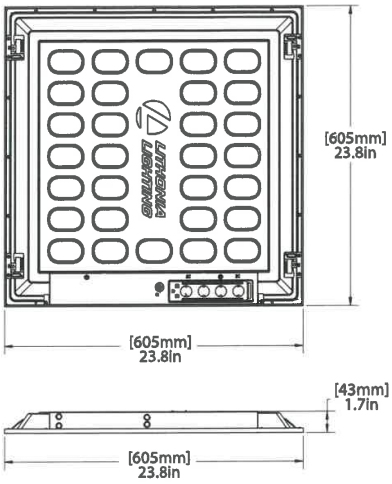
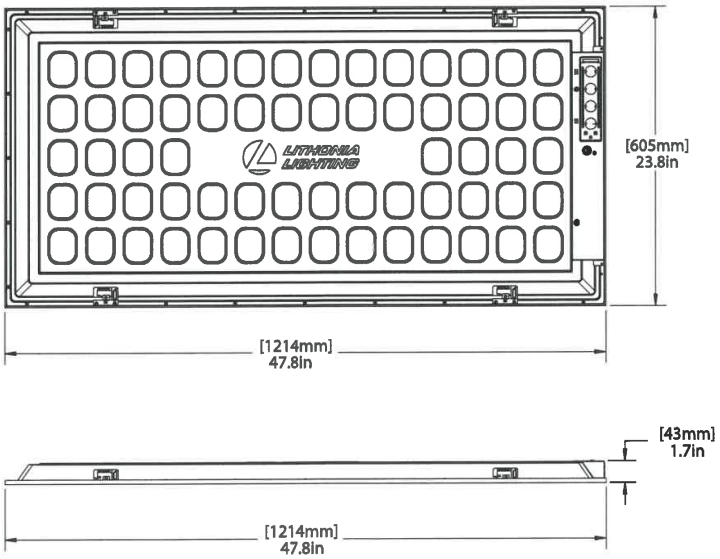
DIMENSIONS

Length: 23.8" 60.5cm
Width: 23.8" 60.5cm
Depth: 1.7" 4.3cm
Weight:
Unit: 9.45lbs
Unit Carton: 10.45lbs
Master Carton: 39.5lbs



Length: 47.8 (121.4)
Width: 23.8" 60.5cm
Depth: 1.7" 4.3CM
Weight:
Unit: 17.05lbs
Unit Carton: 19.05lbs
Master Carton: 36.55lbs



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TRICGRO-01 JAMISANDERFORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 3620 American River Drive Suite 125 Sacramento, CA 95864	CONTACT NAME: Jami Sanderford PHONE (A/C, No, Ext): (916) 971-8844 FAX (A/C, No): (916) 971-8840 E-MAIL ADDRESS: jami.sanderford@nfp.com
INSURED Tricorp Group, Inc. 2540 Warren Drive Suite A Rocklin, CA 95677	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Fire Insurance Company — 19682 INSURER B : Trumbull Insurance Company — 27120 INSURER C : Hartford Casualty Insurance Company — 29424 INSURER D : Markel American Insurance Company — 28932 INSURER E : Crum & Forster Specialty Insurance Company — 44520 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X	X	57UEAFM3018	4/1/2022	4/1/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	57UEAFP1444	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 15,000,000
	X EXCESS LIAB CLAIMS-MADE			57RHAFP1362	4/1/2022	4/1/2023	AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	57WEAZU7999	4/1/2022	4/1/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Commercial Umbrella			MKLM5EUE101257	4/1/2022	4/1/2023	2nd layer Excess	5,000,000
E	Poll/Proff LIAB			PKC-850782	4/1/2022	4/1/2023	Each Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of Insurance

CERTIFICATE HOLDER	CANCELLATION
SAMPLE CERTIFICATE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

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undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d**) or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

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(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

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b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be
added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

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contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

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primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

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impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   - **a. (1)** Radio;
   - **(2)** Television;
   - **(3)** Billboard;
   - **(4)** Magazine;
   - **(5)** Newspaper; or
   - **b.** Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:
   - **a.** The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   - **b.** An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
   - **a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   - **b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. **"Bodily injury"** means physical:
   - **a.** Injury;
   - **b.** Sickness; or
   - **c.** Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   - **a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
   - **b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
   - **c.** All other parts of the world if the injury or damage arises out of:
     - **(1)** Goods or products made or sold by you in the territory described in **a.** above;
     - **(2)** The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
     - **(3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   - **a.** Refusal to employ that person;
   - **b.** Termination of that person's employment; or
   - **c.** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

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Policy #: 57UEAFM3018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. **AMENDED FELLOW EMPLOYEE EXCLUSION**

   EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

   Coverage is excess over any other collectible insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

   If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

   The most we will pay for "loss" to any hired "auto" is:

   (1) $100,000;

   (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

   (3) The cost of repairing or replacing the damaged or stolen property,

   whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

   We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

   This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

   Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. **LOAN/LEASE GAP COVERAGE**

   Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

   "Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. **AIRBAG COVERAGE**

   Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

   The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

   a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

      Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

      (1) Permanently installed in or upon the covered "auto";

      (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

      (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57 WEA ZU7999 **Endorsement Number:**
Effective Date: 04/01/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: TRICORP GROUP INC
2450 WARREN DR STE A
ROCKLIN CA 95677

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	**Job Description**
Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.
Process Date: 04/01/22 **Policy Expiration Date:** 04/01/23

From: Melissa Roberson <melissa.roberson@hccts.org>
Sent time: 02/20/2026 01:14:56 PM
To: Ellen Doty <edoty@ymclegal.com>
Cc: Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: Fwd: Lease Agreement Request: Site List
Attachments: image001.jpg image002.png image003.png image004.png image005.png 081 - 4350 Raley Boulevard Ste 300 (Invactive 05.31.25).pdf 082 - 1431 C St (Inactive 11.30.24).pdf 083 - 14361 Euclid Street Suite 3C & 3D (Inactive 08.15.25).pdf 085 - 560 South A Street, Suite B.pdf 086 - 1041 Lyons Avenue (Inactive 11.30.24).pdf 087 - 3600 American River Drive #280.pdf 088 - 7817 Old Auburn Road.pdf 089 - 10013 Folsom Blvd #300.pdf 3237 Peacekeeper Attachment 1.pdf 3237 Peacekeeper Attachment 2.pdf

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---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:50 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
>
> Project Manager
>
> Twin Rivers Unified School District
>
> 5115 Dudley Boulevard
>
> McClellan, CA 95652
>
> Tel 916-566-1600 ext. 31252
>
> Fax 916-566-3590

--

Melissa Roberson | **Director of Accountability & Assessment**

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
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w: hccts.org | "It's Never Too Late..."

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3237 Peacekeeper Attachment 1.pdf

NOTICE OF TERMINATION OF TENANCY

TO: Rich Henning
133 Grand Ave.
Sacramento, CA 95838

AND ALL OTHER PERSONS OR ENTITIES IN POSSESSION

NOTICE IS HEREBY GIVEN that your tenancy on the premises located at 3202 Palm Ave. Bldg. 826, Sacramento, California 95652is terminated at the end of the thirty (30) day period following service of this Notice on you, or April 18, 2025, (date at least 30 days after notice is served), whichever is later. You must vacate the premises on or before that date or you will be guilty of unlawful detention of the premises.

This Notice is given pursuant to the provisions of section 1946 of the California Civil Code.

If you fail to deliver up possession of the premises within the 30-day period, legal proceedings will commence against you to recover possession and to recover a judgment for treble damages for each day you hold possession beyond the 30-day period.

Rent in the amount of $1,824.00 is due and payable for the period April 1, 2025, through April 18, 2025.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Dated: March 17, 2025

Wanda Thompson

Vice President of Property Management

By: Wanda Thompson
Wanda Thompson

3140 Peacekeeper
McClellan, California 95652
(916) 965-7100

cc: FEDERAL EXPRESS OVERNIGHT DELIVERY AND FIRST CLASS MAIL

3237 Peacekeeper Attachment 2.pdf

McCLELLAN
PARK

March 17, 2025

Highlands Community Charter School
Attn.: Rich Henning, Director of School Services
1333 Grand Ave.
Sacramento CA 95838

Delivered Via Certified Mail and Email: rich.henning@hccts.org

RE: 30 Day Termination Notice
Building 242, 5411 Luce Ave., McClellan CA

Dear Mr. Henning:

In accordance with the lease agreement for the above referenced location, please accept this letter as Landlords 30 Day Notice to Terminate per Section 25. Please ensure the building area is fully vacated by April 16, 2025.

You are a valued tenant in the Park and we look forward to future discussions.

Best,

Jennifer Lewis
Vice President Leasing & Property Management

3140 Peacekeeper Way | McClellan, California 95652
Main: (916) 965.7100 Cell: (916) 873.3005
jlewis@mcclellanpark.com
www.McClellanPark.com

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

October 23, 2024

Via Electronic Mail

Thomas McNamara
2110 Broadway
Sacramento, CA 95818

Father Joseph Sebastian

Subject: **Thirty (30) Day Notice**

This letter is in reference to the Lease Agreement that was executed on December 1, 2023. We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is November 30, 2024.

In accordance with our outstanding obligations, we will of course remit all remaining payments due under the agreement. Such payments will be made not later than thirty (30) days pursuant to the Lease Agreement.

Should you have any questions or concerns, please do not hesitate to contact me at 916-844-2283 or via email at bill.mcguire@hccts.org.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

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LEASE AGREEMENT

This Lease Agreement entered into as of December 1, 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of St. Theresa Parish, South Lake Tahoe, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, a portion of the School Building of St. Theresa Parish, including: Classroom #1; Classroom #2; Office #1; Office #2; Teachers' Lounge; Reception Area; Conference Room aka "The Chapel"; and the Small Bathroom; all located at 1041 Lyons Avenue, South Lake Tahoe, CA, 96150; and all as further described herein and/or depicted on Exhibit A which is attached hereto (herein, the "Premises"). All other facilities at the St. Theresa Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for Five (5) years, commencing on December 1, 2023 and ending on November 30, 2028. Notwithstanding the preceding, and so long as such terminating party is not in default, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease Base Rent as follows:

For the period December 1, 2023 through November 30, 2024, Tenant shall pay to Landlord Base Rent of Six-Thousand Dollars ($6,000.00) per month.

For the period December 1, 2024 through November 30, 2025, Tenant shall pay to Landlord Base Rent of Six-Thousand, One-Hundred, and Eighty Dollars ($6,180.00) per month.

For the period December 1, 2025 through November 30, 2026, Tenant shall pay to Landlord Base Rent of Six-Thousand, Three-Hundred, and Sixty-Five Dollars ($6,365.00) per month.

For the period December 1, 2026 through November 30, 2027, Tenant shall pay to Landlord Base Rent of Six-Thousand, Five-Hundred, and Fifty-Six Dollars ($6,556.00)

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per month.

For the period December 1, 2027 through November 30, 2028, Tenant shall pay to Landlord Base Rent of Six-Thousand, Seven-Hundred, and Fifty-Three ($6,753.00) per month.

3.2 Additional Rent.
Tenant shall be responsible to pay as additional rent, all charges for electric, gas, water, trash removal, and snow removal during the winter. To the extent that such charges for the Premises are not metered and/or billed separately by the utility provider, then Landlord and Tenant shall agree upon the allocation of such charges. Once the allocation of such charges is agreed to, then an invoice is to be presented to Tenant by the Landlord monthly, and Tenant shall pay such amounts directly to Landlord within ten (10) days of receipt.

3.3 Payment of Base Rent. Base Rent shall be payable monthly in advance to Landlord, on or before the first day (1st) of the month at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

3.4 Payment of Additional Rent. Tenant shall pay Additional Rent directly to Landlord within ten (10) days of receipt of invoice.

3.5 Rent Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Twelve-Thousand Dollars (12,000.00) representing the first and last months' Base Rent.

3.6 Application of Rent Deposit. Upon default by Tenant under this Lease, Landlord may apply the last month's rent to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of this application from Landlord, Tenant shall pay to Landlord an amount equal to that applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the tenth (10th) day of the month. Late fees may be assessed at five percent (5%) of the past due amount at the sole discretion of Landlord after the tenth (10th) day of the month.

4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate General Equivalency Diploma classes, English Second Language classes for adult students, and Citizenship classes; and no part of the Premises and appurtenant grounds shall be used for any different purpose and no part of the Premises (or additional areas that Tenant may have access to under paragraphs 4.3 and 4.4 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

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4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Tenant shall have access to and use of the Premises on Monday through Friday from 8:00 a.m. to 10:00 p.m.

4.2.2 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

4.3 Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the Men's' and Women's Restrooms.

4.4 During Tenant's hours of operation as per section 4.2 herein, Tenant and Tenant's guests shall be allowed to use the parking area as identified on Exhibit A and ingress/egress shall be limited to that pathway depicted on Exhibit A. Tenant and Tenant's guests shall not park vehicles, nor pick-up or drop-off in any other area of the St. Theresa Parish. Tenant shall provide a campus monitor when the parking area is being used by Tenant.

4.5 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional areas set forth in paragraph 4.4 above, it will restore those additional areas to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students or other invitees at all times while in the classrooms or on the Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the St. Theresa Parish facilities at any time.

5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

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5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit B and is included by reference herein.

6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems (if any), provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that arise out of the direct use by Tenant and/or the acts of Tenant's students, employees, agents, or invitees. All shared common areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

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8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of three million dollars ($3,000,000) and automobile liability insurance with a minimum per accident limit of three million dollars ($3,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under this Lease Agreement. Said general liability insurance shall include coverage for claims arising from sexual abuse of minors. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole; Pastor of St. Theresa Parish, South Lake Tahoe, a corporation sole; and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without 30 days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under paragraphs 4.3 and 4.4 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

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9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

10.3 to continue this Lease in force or to terminate it at any time;

10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying

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that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not require signage.

16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term or option extending the Lease Term, if any. Any holding over shall not constitute a renewal or extension.

17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however, have the right to claim and recover, from the

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condemning authority only, but not from Landlord, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorneys fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease Term or extension, then Tenant shall pay any taxes assessed against the leased Premises and any

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personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished, or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

20.1 To Landlord:
Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to:
Pastor
St. Theresa Parish
1041 Lyons Ave, South Lake Tahoe, CA 96150

20.2 To Tenant:
Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

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23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

25.0 Intentionally Omitted.

26.0 Intentionally Omitted

27.0 Intentionally Omitted.

28.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only. Such utilities charges will include sewer, water, electricity, gas, and garbage.

29.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

30.0 Mediation and Arbitration of Disputes.

30.1 Subject to subsection 30.2 below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

30.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the

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mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

31.0 Entire Agreement. This Lease, together with the attached Exhibits A and B, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

32.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

33.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

34.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole in Trust for St. Theresa Parish

Christoph R. Fraz

By: Rev. Christopher R. Frazer

Its: Vicar General

TENANT:

Highlands Charter School, Inc., a California non-for-profit corporation

11/20/23

By: Murdoch Smith

Its: Executive Director

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Pastor of St. Theresa Parish, South Lake Tahoe,
a corporation sole

11/28/23

By: Rev. Joseph Sebastian, CMI
Its: Pastor/Incumbent

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Exhibit A

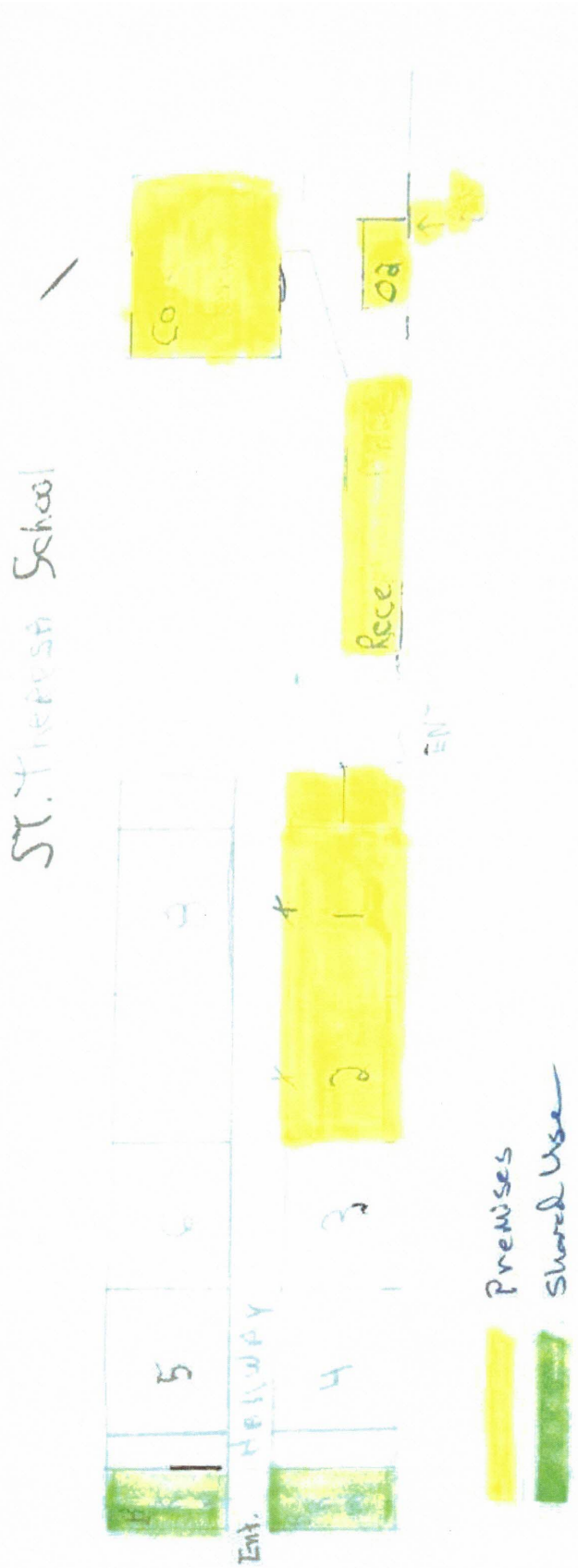

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EXHIBIT B

Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento

1.0 Introduction.

1.1 The churches, schools, halls, buildings, and grounds of the parishes and diocesan facilities in the Diocese of Sacramento represent an important element of the patrimony of the Church. The People of God in the Diocese of Sacramento, over many generations, have lovingly shared their temporal resources with the Church in order to ensure that the ministry of the Church would continue to flourish, that there shall always be adequate means to provide for the pastoral care of souls, and that the Gospel may be proclaimed in full fidelity with the Truth to all people living in the territory of the Diocese. The care and stewardship over these resources is vouchsafed in the Diocesan Bishop and the pastors who collaborate in his ministry throughout the Diocese.

1.2 Church buildings and grounds are more than mere structures. They are visual and tangible symbols of the Church, the Temple of the Holy Spirit. This is particularly true of parish churches and parish facilities, for it is in the parishes that the Catholic faithful gather regularly around the altar of the Lord to celebrate the Paschal mystery of the Eucharist. Thus, mindful of centrality of the altar to the life of our parishes and our Diocese, it is a matter of considerable pastoral importance that our parish churches, halls, schools, buildings, grounds, and diocesan facilities be used at all times in a manner consistent with their sanctified nature, as visible symbols of the Church.

1.3 Therefore, the Bishop of Sacramento, consistent with his pastoral and episcopal obligation to faithfully steward the patrimony of the Church in the Diocese of Sacramento has promulgated this Policy Regarding the Use of Diocesan and Parish Facilities and directs all pastors, parochial administrators, Newman Center directors, and lay employees and volunteers responsible for the use of diocesan and parish facilities to implement and comply with this Policy.

2.0 Use of Diocesan and Parish Facilities.

2.1 Use of diocesan and parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities.

2.2 Any use of diocesan and parish facilities that is incompatible with the religious and liturgical character of diocesan and parish facilities is prohibited.

2.3 Any use of diocesan and parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is prohibited.

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2.4 No event or activity shall be permitted to occur at diocesan or parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church.

2.5 The use of churches, oratories, and chapels must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

2.6 Pastors shall implement and apply this Policy with regard to their respective parish facilities using their best pastoral judgment and shall implement and employ appropriate procedures and measures to ensure that this Policy is uniformly and consistently applied. In the event of any ambiguity, the Bishop of Sacramento shall serve as the final arbiter as to the application of this Policy to particular facts and circumstances.

3.0 Initial Request to Use Parish or Church Facilities and Review of Such Requests.

3.1 Any individual, group, or organization requesting to use or to rent a parish or diocesan facility must, prior to consideration of their request, complete a form questionnaire regarding the nature of the event proposed to be held at the diocesan or parish facility and seeking information regarding the individual, group, or organization. The Diocese shall prepare the form questionnaire and shall provide a copy of the questionnaire in English and Spanish to each parish in a form that can be reproduced for use.

3.2 Parish groups, which have been approved by the parish pastor, and diocesan organizations, which are listed in the *Diocese of Sacramento Directory* published by the Diocese of Sacramento or the *Official Catholic Directory* published by P.J. Kenedy & Sons, shall not be required to complete a form questionnaire prior to requesting to use or rent parish or diocesan facilities.

3.3 The Pastor, in the case of parishes, or the Vicar for Temporalities, in the case of the Diocese, shall review the responses provided by applicants on the questionnaires and determine whether the event proposed would be an appropriate use of parish or diocesan facilities under this Policy and whether the applicant individual, group, or organization would be an appropriate user or renter, under the terms of this Policy, to use such facilities. Copies of these questionnaires shall be retained with the business records of the parish and/or the Diocese.

3.4 If the Pastor or Vicar for Temporalities determines that the request is not appropriate under this Policy, he shall promptly notify the applicant that the requested facilities are not available for use or rent.

3.5 If the Pastor or Vicar for Temporalities determines that the request is appropriate under this Policy, he shall cause a Facilities Use Agreement to be sent to the requesting party for execution. The Diocese shall prepare a form Facilities Use Agreement for this purpose and shall

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provide a copy of the Facilities Use Agreement in English and Spanish to each parish in a form that can be reproduced for use.

4.0 Inappropriate Groups and Organizations.

4.1 Any organization or group which, by word or conduct, teaches, advocates, or otherwise promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings shall not be permitted to use or rent diocesan or parish facilities.

4.2 Organizations or groups that would be unsuitable to use or rent diocesan or parish facilities for events would include, but not be limited to, those that:

4.2.1 Promote, advance, or advocate racial, ethnic, sexual, or religious discrimination.

4.2.2 Promote, advance, or advocate anti-Catholicism, anti-Catholic biases, or are directly or indirectly hostile to the Catholic Church, the Catholic clergy, or Catholic people in general.

4.2.3 Engage in partisan political activity as the principal purpose of the group or organization, including political parties, political candidate committees, partisan political clubs or committees, and the like.

4.2.4 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Culture of Life, including any group or organization that directly or indirectly promotes, advocates, or engages in activities related to abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment.

4.2.5 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Church's teachings and beliefs regarding the sanctity of marriage, the call to sexual abstinence and chastity outside marriage, and the centrality of family life as a cultural cornerstone, including groups or organizations that promote or advocate, directly or indirectly, sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," the adoption and/or placement of children in anything other than a traditional family setting, and the like.

4.2.6 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Magisterium of the Catholic Church, the Deposit of Faith, the teachings of the Second Vatican Council, or authentic Catholic theology, as determined by the pastor and the Bishop of Sacramento, including such groups or organizations that deny, refute, ridicule, or condemn the fundamental Truths of the Catholic faith. This shall exclude the use, with the permission of the Bishop, of parish and diocesan facilities for worship or religious services by other Christian denominations on an ad hoc basis.

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4.2.7 Promote, advance, or advocate secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.

4.2.8 Promote, advance, or advocate the abuse of alcohol or the use of narcotics or other controlled substances.

4.2.9 Promote, advance, or advocate violence or the use of force to resolve social, political, or religious problems.

4.3 With regard to outside organizations and groups, any questions regarding the propriety of permitting such groups to use or rent parish or diocesan facilities under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental.

5.0 Inappropriate Events or Activities.

5.1 Any event or activity that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church shall not be permitted at parish or diocesan facilities.

5.2 Events or activities that would be unsuitable would include, but not be limited to, any event or activity that directly or indirectly relates to the advocacy or promotion of, or cooperation with:

5.2.1 Racial, ethnic, sexual, or religious discrimination.

5.2.2 Anti-Catholicism or anti-Catholic biases.

5.2.3 Partisan political activity of any kind, direct or indirect.

5.2.4 Abortion, euthanasia, assisted suicide, contraception, voluntary sterilization, or capital punishment.

5.2.5 Sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," and the adoption and/or placement of children in non-traditional family settings.

5.2.6 The denial, refutation, ridicule, or condemnation of the fundamental Truths of the Catholic faith.

5.2.7 The paring back of religious freedom rights or the restriction of religious liberty and liberty of conscience.

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5.2.8 The abuse of alcohol and the use narcotics or other controlled substances.

5.2.9 Violence or the use of force to resolve social, political, or religious problems.

5.3 With regard to outside organizations and groups, any questions regarding the propriety of any event or activity under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental of diocesan or parish facilities.

6.0 Conditions of Use.

6.1 The religious character and nature of diocesan and parish property must, at all times, be respected by those individuals, groups, and organizations using diocesan and parish facilities. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

6.2 All individuals, groups, and organizations must comply with the Diocese of Sacramento's safe environment policies and procedures in all activities in which children or young people are present. Adequate supervision and security must be provided for at all times with regard to the presence of children and young people on diocesan and parish property.

6.3 Any individual, group, or organization using or renting diocesan or parish facilities must provide an endorsed policy of general liability insurance applicable to the event, naming the Diocese and the Parish as an additional named insured and providing coverage limits in an amount as prescribed by the Diocesan Finance Department.

6.4 Individuals, groups, or organizations using or renting parish facilities must expressly agree to follow the directives of the parish pastor, or his designees, regarding the use of the facilities and must do so when using or renting the facility.

6.5 Any individual, group, or organization using or renting diocesan or parish facilities must provide appropriate and adequate security, at their own expense, during their activities or events. The pastor shall designate the level of security services required with regard to the use of parish facilities. The Vicar for Temporalities shall designate the level of security services required with regard to the use of diocesan facilities.

Approved and promulgated the 13th day of March in the year 2006 at the Pastoral Center, Sacramento, California.

WILLIAM K. WEIGAND
Bishop of Sacramento

In witness whereof:

Rev. Blaise Berg, S.T.D.
Vice-Chancellor

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MUTUAL TERMINATION OF LEASE AGREEMENT

RECITALS

Whereas, City of Marysville, a municipal corporation ("City") and Highlands Community Charter Technical Schools ("Lessee") entered into a lease ("Lease"), made effective May 1, 2023, of a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 09-144-01.

Whereas, City and Lessee now mutually agree to terminate the Lease upon the terms of this agreement ("Agreement") set forth herein.

NOW THEREFORE, in consideration of the undertakings of the Parties as set forth in this "Termination Agreement", and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the City and Lessee (collectively, "Parties") hereby agree as follows:

1. **Termination of Agreement.** Effective November 30, 2024 ("Termination Date"), the Parties agree to terminate the Agreement. The Agreement shall have no force or effect after the Termination Date.

2. **Consideration**. City shall continue to receive payment equal lease payments from Lessee from December 1. 2024, through April 30, 2026, in the amount of $33,639.80.

   - City shall also have the ability to lease the Property to another lessee as of the Termination Date.
   - The Lessee will sell certain equipment (Exhibit A) to the City for $1.00 (one dollar and no cents), with the option of having it returned if the Lessee leases the Property in the future. City expressly acknowledges this option and the potential for Lessee to lease the Property in the future, subject to mutual agreement of the Parties.

3. **Effect of Termination on Agreement.** Except as expressly provided in this Agreement, the Parties acknowledge and agree that their respective rights and obligations under the Lease are terminated, aside from claims which might be the subject of indemnity obligations, which shall survive until the claims are resolved.

4. **Fees and Expenses.** Each Party hereto shall bear its own fees and expenses (including attorneys' fees) incurred in connection with the Agreement, this Termination Agreement, and the consummation of the transactions contemplated hereby.

5. **Representations.** Each Party hereby represents and warrants that it has not assigned or otherwise conveyed or delegated, in whole or in part, any claim or right that it has or may have under the Agreement to any third party. Each Party represents that the execution and delivery of this Termination Agreement is the duly authorized and binding act of the Party, and that the Party's signatory hereto is duly authorized to execute this Agreement on behalf of the Party.

6. **No Admission of Liability.** City and Lessee expressly agree and acknowledge that their entering into this Termination Agreement shall not be construed in any manner as an admission of any liability, obligation, or wrongdoing on the part of either Party. Each Party expressly denies any and all liability or wronging with respect to the Agreement.

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7. **Cooperation between the Parties.** Each Party shall fully cooperate with the other Party with respect to the performance of this Termination Agreement. Each Party will provide or make available to the other Party any information and will execute, acknowledge and deliver such further documents that may reasonably be required in order to effectively perform this Termination Agreement, and to evidence the termination of the Agreement, and to release all obligations and liabilities of the Parties thereunder.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS TERMINATION AGREEMENT AS OF THE TERMINATION DATE.

CITY OF MARYSVILLE

By: _____
JIM SCHAAD, City Manager
City of Marysville

HIGHLANDS COMMUNITY CHARTER TECHNICAL SCHOOL

By: _____
BILL MCGUIRE, Executive Director
Highlands Community Chater Technical School

ATTEST

By: _____
NADINE SIMS, City Clerk
City of Marysville

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Exhibit A
Marysville Equipment Inventory List - 11/20/24

Item Description	Purchase Cost	Purchase Date
2008 TORO 5510 Fairway Mower	$ 5,500.00	May-23
JOHN DEERE 220 E - Hybrid Mower	$ 4,690.67	May-23
JOHN DEERE 1200A	$ 22,385.79	Sep-23
BOBCAT Diesel Utility Vehicle - UV34	$ 19,917.88	May-23

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Item #08

082

MARYSVILLE 2

Date: June 20, 2023

To: Mayor and City Council

From: Dan Flores, Community Development Director
Jim Schaad, City Manager

Subject: Lease Agreement for Bryant Field

Recommendation:

Pass a Motion to approve a Lease Agreement for Bryant Field, between the City of Marysville and Highlands Community Charter School.

Background:

Highlands Community Charter School is a Public Adult Community Charter School with a strong presence in the Sacramento and San Diego Region as well as a branch located in the City of Marysville. An important component of the mission of Highlands is building legacies leading to self-sufficiency and generational change through strong community partnerships. Highlands has expressed a desire to lease Bryant Field as a training and event facility, further enhancing its partnership commitment with the City of Marysville.

Discussion and Analysis:

Highlands Community Charter School is an Adult Charter School with over 13,000 students and 30 locations throughout the State of California. Highlands has demonstrated a strong commitment and substantially invested in improving and maintaining Bryant Field. Highlands' commitment and investment have made it possible for the Marysville Drakes Baseball Team to safely play baseball on the field. The Drakes are part of a larger independent professional baseball league called the "Pecos League" with 16 teams throughout the United States including 8 teams in California. The improvements have also created a more attractive environment for other potential events at the ballpark.

Highlands recognized the benefit of training students at Bryant Field and utilizing the stadium for large events related to their school. The City created a mutually beneficial lease agreement. The lease agreement is to be effective May 1, 2023, as Highlands did some maintenance and improvements beginning on that date.

Some key terms of the lease agreement include 1) The lease is for 3 years with the option for renewal. 2) The lease rate is $2,000 per month with a 3% increase each year. 3) The Lessee (Highlands) will be solely responsible for all maintenance and City-approved improvements to the ballpark or field. 4) The Lessee is responsible for all utility expenses (water, sewer, electricity, gas) during the term of the lease. 5) The City will maintain the right to continue holding community and other reserved events at the ballpark under the terms indicated in the lease agreement. 6) All billboards, banners, and other forms of advertising including electronic billboards must be pre-approved by the City. 7) Lessee will have naming rights

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LEASE

This Lease ("Agreement") is made effective May 1, 2023 and is by and between the City of Marysville, a Municipal Corporation ("City") and Highlands Community Charter School ("Lessee").

RECITALS

The City owns a facility commonly known as Bryant Field ("Bryant Field") which is located on real property ("Property") at 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001.

Lessee desires to lease from the City, on a shared-use basis Bryant Field pursuant to this Agreement.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1
Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2
Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms shall be defined as follows:

1. Rent - means the Rent as specified in Section 4 of this Agreement as well as other monetary obligations of the Lessee pursuant to this Agreement.

2. City - means City of Marysville.

3. Lessee - means Highlands Community Charter School.

4. Baseball Games - means all baseball games played at Bryant Field involving the Marysville League Drakes as a participant, including without limitation, all pre-season games, exhibition games, regular season games, post-season "playoff" games, and "all-star" games involving the Marysville Drakes as well as practice days reserved by the Marysville Drakes.

5. The Marysville Drakes - means the Baseball Club known by such name and sponsored by the Pecos League of Professional Baseball Clubs LLC.

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6. Community Events - means any and all events promoted, sponsored and/or staged by City or on behalf of City.

7. Other Reserved Events - means an organized activity on a designated date(s), whether open to the public or reserved for private gatherings, other than baseball home games, or community events, which is booked, promoted, sponsored or staged by Lessee, including without limitation, concerts or other live and film performances or presentations festivals, fairs, tournaments, rallies and exhibitions as approved in advance by the City. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Bryant Field and at the Property and adjacent area during all Other Reserved Events. Lessee shall obtain an approved safety plan from the City's Chief of Police and adhere to the same for Other Reserved Events (which safety plan may differ from event to event depending on the nature thereof). Lessee shall not hold Other Reserved Events of a political nature.

SECTION 3
Terms of Shared Use Lease

The City leases to Lessee on the terms and conditions set forth in this Agreement to conduct other reserved events subject to the provisions stated herein.

Lessee shall conduct all activities at the Property in compliance with all laws.

Lessee shall have the right to use and occupy the Property for Other Reserved Events in compliance with the provisions of this Section.

The City anticipates that the Marysville Drakes will reserve baseball games in the Spring and Summer of each year in addition to the baseball home games presently scheduled to be played at Bryant Field at the Property. In addition to baseball home games, the City intends to promote, sponsor and/or stage community events. With the exception of baseball home games and community events, Lessee shall have the right to book, promote, sponsor and/or stage Other Reserved Events on condition that Lessee provide City a minimum of 60 days advance notice of Lessee's proposed Other Reserved Event and obtains the City's consent to same, which consent will not be unreasonably withheld.

SECTION 4
Rent and Other Consideration

1. Rent. Lessee shall pay to City monthly Rent of $2,000.00 per month payable in advance on the 1st day of each month. Rents shall commence on the 1st of the month following execution of this Agreement (the "Rent Commencement Date"). Rent shall increase 3% per year on the anniversary of the Rent Commencement Date such that the monthly Rent shall increase by 3% above the Rent in effect for the previous year. Should Lessee exercise the option to extend the term of this Agreement, the 3% annual increases shall continue through the Extended Term.

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2. Ticket Sales and Pricing. In its sole discretion, Lessee shall set ticket prices and admission fees for Other Reserved Events.

3. General Public Parking. City agrees to make available on-street and off-street parking, at City's discretion, for Other Reserved Events within a ten (10) minute walk of the Property. Lessee is solely responsible for providing adequate parking attendants at all off-street private property locations where event parking is sanctioned. Lessee shall not close, block or restrict access to any City streets absent a separate written agreement with City concerning the closure or any other restricted access or use of City streets. Except that Lessee may cause C Street to be closed between 14th Street and 16th Street for its other reserved events provided it is in compliance with the other terms and provisions of this Agreement.

4. Media Rights. Lessee has the exclusive right to all radio and television broadcast, telecast, webcast, cablecast, video on demand and all other forms of media and distribution rights for Other Reserved Events and to retain all revenues generated thereby.

5. Utilities. The cost of utility services, namely the water, sewer, gas, electric, as well as trash and recycled product removal and any other services or utilities shall be the responsibility of Lessee to the extent the same are incurred with respect to Lessee's use of the Property. The City will invoice Lessee monthly for all utilities and Lessee shall pay an invoice for the same within fifteen (15) days of receipt of such invoice.

SECTION 5
Capital Improvements, Maintenance, Repairs and Operations

1. Security/Usher Services and Traffic Control. Lessee has the exclusive right and obligation to manage and operate security and ushering services sufficient to control pedestrian traffic within Property and vehicle parking attendants during Other Reserved Events.

2. Set-up and Clean-up for Other Reserved Events. Lessee shall have the exclusive right and obligation to manage and operate the Property during Other Reserved Events and shall, at its sole expense, clean the Property and all improvements therein and keep it in orderly condition. Lessee shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations, including without limitation, ADA and access laws, waste management, recycling, county health and alcoholic beverage sales/license laws.

3. Lessee is Responsible for all Aspects of Maintenance and Repair. During the term of this Agreement in addition to its obligations under paragraph 2 (Setup and Cleanup for Other Reserved Events), Lessee is responsible at its sole expense to fully and completely maintain the Property and all City-owned facilities therein. These maintenance obligations are ongoing. Lessee shall be responsible for all aspects of maintenance and repairs to include without limitation any capital repairs and major maintenance of the Property and all City-owned capital facilities therein. In addition to major maintenance of the Property and all City-owned capital facilities, Lessee shall be responsible for regular maintenance as well. These obligations include clean-up of seating and concession areas and maintenance of

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seats, public laboratories and restroom facilities, regular and routine maintenance of the HVAC, plumbing, electrical, water, sewage and onsite drainage systems.

As described above, Lessee is further responsible to maintain the facilities which are the subject of this Agreement in a fully operational condition such that the structures and facilities at the Property and all City-owned capital facilities therein shall be in at least as good or better condition at the end of this Agreement than the condition of such facilities on the effective date of this Agreement. Lessee's obligations of maintenance, replacement and repair shall not take into consideration "reasonable wear and tear". To the contrary, Lessee's obligations require Lessee to maintain and repair the Property and all City-owned capital facilities at all times so as to negate the effects of "ordinary wear and tear". Without limiting the generality of the foregoing, Lessee is responsible for capital replacement and repairs of the structure, structural members, foundations, footings, roof, balconies, floors, columns, steps, ramps, doors, windows, walls, fixed stadium seats and seating areas, fixed concession areas, water and plumbing systems, electrical systems and electrical lights (including light standards and field lighting/ballasts), pipes and mains, sidewalks, fencing, parking surfaces, the scoreboard and all integral components of the foregoing and all fences and fencing. Such major maintenance and repair responsibilities Lessee apply whether the major maintenance or repair is ordinary or extraordinary, foreseen or unforeseen, necessitated by wear and tear, obsolescence, or any other cause.

4. Discretionary Improvements. Lessee has the right, at its own expense, to make alterations and improvements to the Property as are reasonably necessary or appropriate for Lessee's conduct of its business, subject to prior written approval by City and, once approved, such alterations or improvements are performed in a good and workmanlike manner by qualified personnel. Any necessary operations, maintenance and/or repairs relating to such alterations or improvements are the sole responsibility of Lessee, unless City first agrees in writing to accept responsibility. At the end of the term of this Agreement, any improvement installed by Lessee shall remain at the Property and shall be property of City. Lessee shall obtain all required City permits prior to making any improvements. Lessee shall comply with applicable general plan, zoning and other requirements of the City regarding improvements they install.

SECTION 6
Term, Termination, Default, Remedies

1. Term and Option to Extend. The Term of this Agreement shall be 3 years commencing with the Rent Commencement Date on the 1st of the month provided Lessee is not in default under the Terms of this Agreement, Lessee shall have the option to extend this Agreement for an additional 3 years by providing written notice to the City no earlier than 6 months nor later than 2 months prior to the expiration of the Original Term.

2. By Destruction. In accordance with Section 7 of this Agreement, City may terminate this Agreement.

3. Default by Lessee. It shall be a default under this Agreement if any of the following occurs:

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A. Lessee fails to pay the Rent, and any other costs, surcharges or other monetary obligations as required by this Agreement; or

B. Lessee fails to observe and comply with any other term, condition, covenant or agreement to be observed and complied with by Lessee under this Agreement.

4. Remedies. As to any monetary defaults or obligation of Lessee to pay any monies to City, such default shall continue uncured for a period of three (3) days after Lessee receives notice from City, City shall be entitled to terminate this Agreement. As to any default of Lessee of a non-monetary nature, if such default continues uncured for a period of three (3) days after Lessee receives notice from City specifying the nature of the default in reasonable detail (or such period if such default cannot be reasonably cured within such 3-day period, provided Lessee commences such cure within such 3-day period and thereafter diligently pursues such to completion), City shall have the right, in addition to any other remedy available hereunder, or at law, or in equity, to terminate this Agreement. Termination of this Agreement shall not relieve Lessee of its obligation to make any monetary payment required of it pursuant to this Agreement (including the full payment of all license fees) nor shall Lessee's obligations of indemnity, insurance and other obligations which would naturally survive termination be excused. All such obligations shall continue to be binding upon Lessee until such obligations have been performed and satisfied in full.

5. Lessee's Right to Terminate for Loss of Funding Source. Lessee may, upon 90 days' notice to City, terminate this Agreement in the event they lose their funding source for their operations.

SECTION 7
Damage or Destruction

1. In the event the Property is substantially or totally damaged or destroyed so as to be unfit for occupancy or use by Lessee as contemplated, City in its sole and absolute discretion may terminate this Agreement. In the event City elects to terminate this Agreement, it may give Notice of Termination which shall be effective immediately. Whether City elects to terminate this Agreement pursuant to this section, City shall have no liability to Lessee with respect to any losses or damage occasioned by Lessee due to such termination or due to any delays occasioned by the time of repair, construction/reconstruction of the Property facilities. Lessee shall obtain business interruption insurance or take such other financial precautions as it deems necessary for any losses which might arise from the destruction or substantial destruction of the Property.

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2. Restoration of the Property. For termination of this Agreement other than for damage or destruction as described in paragraph 1 above (to include expiration of this Agreement according to its terms or termination occasioned by default), Lessee will return the Property to its original or subsequently improved condition, and shall return to City all equipment and tangible personal property owned by City, if any, in good working condition, or reimburse City for reasonable cost of repairing such damage and/or replacing such personal property.

SECTION 8
Indemnity; Insurance

1. Indemnity by Lessee. Lessee shall indemnify and hold City, and its representatives officers, directors, employees and agents free and harmless from any and all claims, suits, liens, demands, damages, injuries, liabilities, losses and expenses of any kind (including reasonable attorneys' fees, expert witnesses and costs of investigation with regard to any claim, demand or action) to the extent they arise out of or are in any way connected with the performance of this Agreement by City, its agents, directors or employees or by Lessee, its agents, directors or employees whether such claims, liens, demands, losses or expenses are based upon a contract or upon a claim for personal injury, death, or property damage or upon any other legal or equitable theory whatsoever. Lessee agrees at its own expense and upon written request by City, to defend any claim, suit, action or demand brought against City on any injury, loss, or liability, actual or alleged covered herein. Notwithstanding this defense obligation, Lessee shall not be required to indemnify City from loss or liability to the extent such loss or liability arises from the sole negligence or willful misconduct of City, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. Lessee shall provide City with a defense until such determination has been made (*i.e.*, until a court of competent jurisdiction has finally determined that the loss or liability arises from the sole negligence or willful misconduct of City, Lessee shall provide a defense as to such loss or liability). Lessee's obligations of defense and indemnity arise even if the claim is frivolous or lacking in merit. The defense indemnification obligations of this Agreement are undertaken in addition to, and shall in no way be limited by, the insurance obligations contained in this Agreement. The indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employment benefit acts. The Lessee shall pay all costs that may be incurred by the City in enforcing this indemnity, including reasonable attorneys' fees. Lessee's indemnity obligations survive this Agreement.

Lessee's duties to defend is separate and independent of its duty to indemnify. The duty to defend includes claims for which the City may be liable without fault of be strictly liable. The duty to defend applies regardless of whether the issues of negligence, strict liability, fault, default or other obligation on the part of the City has been determined. The duty to defend applies immediately regardless of whether the City has paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. Notwithstanding the foregoing, the City on behalf of itself reserves the right to assume the

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defense of any action, arbitration or proceeding against which Lessee may have an obligation to defend pursuant to this Agreement including the right to appoint counsel of its choice, without effecting Lessee's obligation to indemnify for the cost of such defense.

Lessee shall be liable to the City for any loss or damage to City property arising from or in connection with Lessee's performance hereunder.

2. Insurance Requirements.

A. Commercial General Liability. During the term of this Agreement, Lessee shall at all times maintain in full force and effect commercial general liability insurance in an amount determined as reasonably necessary from time to time by Northern California Cities Self-Insurance Fund (NCCSIF), a California joint powers agency, or City's subsequent insurance carrier. At the commencement of this Agreement, the commercial general liability insurance shall be $2,000,000 minimum combined single limit and a general aggregate limit of at least $4,000,000. The policy shall cover bodily injury, property damage, personal injury and other covered loss however occurring during the policy term. The coverage shall be primary and any insurance maintained by City shall be excess insurance only. Such insurance shall contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) including employees as additional insureds; (c) deleting any liquor liability exclusion; (d) providing for coverage of employer's automobile non-ownership liability.

The commercial general liability insurance policy shall provide coverage on an "occurrence" basis, including products and complete operations, property damage, bodily injury and personal and advertising injury. If a general aggregate limit applies, the general aggregate limit shall apply separately to this Agreement and the Property.

B. Automobile Liability. Lessee shall, during the term of this Agreement maintain coverage for automobile liability using ISO Form CA 00 01 covering any auto (Code 1), hired (Code 8) and non-owned automobiles (Code 9), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

C. Property Insurance. During the term of this Agreement Lessee shall at all times during this Agreement maintain in full force and effect property insurance, special extended coverage or all-risk coverage insurance (including, but not limited to coverage for vandalism and malicious mischief) in the amount of 100% of the full replacement value of all improvements at the Property. Such policy shall contain a replacement cost endorsement and a stipulated amount endorsement. Lessee may maintain the required coverage by means of coverage obtained by City through City's insurance carrier, which may change from time to time, for which Lessee shall reimburse City for coverage required during the Baseball Season.

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D. Workers' Compensation. During the term of this Agreement Lessee shall at all times maintain in full force and effect workers' compensation insurance as required by the laws of the State of California. Lessee may be permissibly self-insured in accordance with applicable law.

E. Forms of Policies: Deductibles. All insurance policies required by this section shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or void coverage to the other named or additional insureds, shall not reduce or void coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. All insurance policies required to be carried under this section shall be (a) written by companies rated A-VII or better in *Best's Insurance Guide* and authorized to do business in California, and (b) name City, its officers, officials, employees and volunteers as additional insureds. Any deductible amounts in excess of $5,000 under any insurance policies required to be carried by Lessee by this section shall be subject to City's prior written approval. Lessee shall be responsible for any such deductible amount, so that so far as City is concerned, it will be as if the insurance had no deductible.

Each insurance policy required above shall provide that coverage shall not be cancelled, except with no less than thirty (30) days prior notice to City.

Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

City, its officers, officials, employees and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions are used).

For any claims related to this Agreement, the Lessee's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers,

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officials, employees or volunteers shall be in excess of Lessee's insurance and shall not contribute to it.

F. Insurance Endorsements; Failure to Deliver. Lessee shall furnish City upon execution of this Agreement, and thereafter within 30 days prior to the expiration of each such policy, amendatory endorsements issued by the insurer carrier of each policy of insurance carried hereunder and such policy endorsement to verify the additional insured status of City. The endorsements shall expressly provide that the policy shall not be cancellable or subject to reduction of coverage or otherwise be subject to modification except after 30 days' prior written notice to City. If Lessee shall fail to procure such insurance or deliver such endorsements, City may, at its option, and in addition to City's other remedies in the event of default by Lessee under this Agreement procure the same for the account of Lessee, and the cost thereof shall be paid to City as an additional license fee. Failure to obtain and maintain the required endorsements prior to the commencement of the Baseball Season in 2023 shall not waive Lessee's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SECTION 9
Sublicense or Assignment of Agreement

1. No Assignment or Sublicense. The license granted to Lessee is personal to Lessee and may not be assigned or sublicensed in whole or in part to any third party without the prior written consent of City, which City may withhold in its sole discretion.

2. No Release. Regardless of City's consent, no sublicensing or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to pay the Rent and all monetary obligations under this Agreement and to perform all other obligations to be performed by Lessee hereunder, to include the indemnity and insurance obligations. Consent to one assignment or sublicensing shall not be deemed consent to any subsequent assignment or sublicensing. In the event of any default an assignee of Lessee, or any successor of Lessee in the performance of any of the terms hereof, City may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor. City may consent to subsequent sublicensing or assignment of this Agreement or amendments or modifications of this Agreement with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and such action shall not relieve Lessee of liability under this Agreement.

SECTION 10
Additional Agreements

1. Hazardous Materials. For purposes of this paragraph "Hazardous Materials" shall mean any substances or materials classified as hazardous materials, hazardous substances, hazardous waste or toxic waste under any federal, state or local statute, regulation or ordinance, including by not limited to any petroleum products and agricultural chemicals

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used as pesticides or herbicides. Lessee shall not, and shall not permit any third party to, transport onto, store on or use on the Property any Hazardous Materials. Lessee shall not release or allow any third party to release any Hazardous Materials on any portion of Property. Lessee, at Lessee's sold expense, shall conduct any and all investigation, clean-up and/or eliminate any and all Hazardous Materials released in violation of this paragraph 2.

2. Security. Lessee shall provide reasonable security personnel for Other Reserved Events and related operations conducted at the Property, and any other activities permitted by this Agreement.

3. Community Events. From time to time, as stated herein, City has the right to schedule City sponsored community events.

4. Additional Obligations of Lessee.

A. Lessee shall keep and maintain a valid business license issued by City during the term of this Agreement. Lessee must secure such permits, variances and licenses as may be necessary or desirable to operate its business as contemplated in this Agreement at its sole expense and obligation.

B. Lessee shall pay any possessory interest tax levied against the Property by the Assessor of Yuba County. Any taxes owing as a result of the private or commercial use of the Property are the sole expense of Lessee, including any subsequent taxes, levies or increases to existing taxes to which Lessee or its affiliates would be subject.

C. Lessee shall abide by all local ordinances, rules and regulations, and all State laws, pertaining to the operation of a baseball facility open to members of the public, including, but not limited to all such ordinances, rules, regulations and laws pertaining to health, fire, safety, the sale of food and beverages, and alcohol sales and consumption.

D. Cooperation to Protect Surrounding Neighborhood. Lessee agrees to cooperate with City to insure that Property is used in such a manner as not to produce undue annoyance to persons living in the neighborhood surrounding the Property. Measures to be taken may include, but are not limited to, noise restrictions, hours during which the Property may not be used, crowd controls, parking restrictions, and related matters.

E. Access by City. Authorized personnel from City shall have reasonable access to the Property at all times during the term of this Agreement to ensure compliance with all the provisions of this Agreement. Such access does not provide the right to interfere with the on-going business operations of Lessee.

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SECTION 11
NAMING RIGHTS

1. For the Term of this Agreement, Lessee shall have the right to name the stadium at the Property to include signage associated with such naming rights as approved in writing in advance by the City.

   The name selected by Lessee shall be subject to the City's approval, which approval shall not be unreasonably withheld, provided however, that "Bryant Field" must remain as part of the name selected by Lessee.

2. Future Departure of Marysville Drakes. In the event the Marysville Drakes cease to utilize the property to conduct baseball games in the future, Lessee shall have a first right to negotiate for a substitute baseball team. In the even the Drakes decline to enter into a license agreement to hold baseball games at Bryant Field, the City shall provide written notice to Lessee. Lessee shall, within fifteen (15) days of the date of such notice, advise the City in writing if it intends to negotiate to have a substitute baseball team hold baseball games at the Property. Should Lessee fail to request negotiation with the City within fifteen (15) days of the date the City notifies Lessee of its intention to negotiate to have a substitute baseball team or should the parties fail to reach an agreement within sixty (60) days of such notification, the City shall be free to negotiate with others concerning a substitute baseball team to hold baseball games at the Property. The City must approve the name of any successor team within its absolute discretion. Should Lessee advise the City of such intention, the parties agree to negotiate in good faith to reach an agreement for a substitute team to hold baseball games at the Property.

SECTION 12
MISCELLANEOUS

1. Rent Payable in United States Money. Rent and all other sums payable under this Agreement must be paid in lawful money of the United States of America,

2. No Partnership or Other Legal Entity Formed. By virtue of this Agreement no partnership, joint venture, or other legal entity is formed between the parties and neither becomes the guarantor or obligator of any debt, liability or obligation of the other.

3. Lessee's Employees No employee, agent, contractor, or other person to the employ of one party shall be deemed to be in the employ of the other party.

4. No Independent Contractor. Neither City, nor Lessee, shall be independent contractors of one another pursuant to the terms of this Agreement.

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5. No Liens or Encumbrances.

A. Lessee shall not permit to be enforced against the Property or any part of them, any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. Lessee shall defend and indemnify City against all liability and loss of any type arising out of work performed at the Property by Lessee, together with reasonable attorneys' fees and all costs and expenses incurred by city in negotiation, settling defending or otherwise protecting against such claims in the event of the breach by Lessee of the duty to defend or indemnify City.

B. If Lessee does not protect the Property from a lien or liens as provided in paragraph A, and a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure for a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, City shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Lessee shall reimburse City for all sums paid by City under this paragraph, together with all City's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of 10% per year from the date of payment until the date of reimbursement.

6. Integrated Agreement: Amendments. This Agreement covers all matters concerning the use and occupancy of the Property by Lessee. All prior understandings, whether written or oral, shall be of no further force or effect. All amendments hereto shall be in writing, signed by both parties.

7. Notices. Notices to either party, and correspondence between them, shall be made by personal delivery, fax, overnight delivery (Federal Express or equivalent), or registered U.S. Mail.

To the extent a time limit is prescribed for the giving of any notice, such notice shall be deemed given:

A. Upon personal delivery.

B. Upon the sending of fax; provided another copy is provided by another method described above on the same day as the fax is sent.

C. At the time shown as the time received by the overnight delivery service or the U.S. Postal Service.

The addresses, phone numbers and fax numbers of the parties are as follows. A party will promptly notify the other in writing of any changes.

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City: Jim Schaad
City Manager
City of Marysville
526 C Street, P.O. Box 150
Marysville, California 95901
(530) 749-3901
(530) 749-3992 facsimile

With a copy to:

Rich, Fuidge, Bordsen & Galyean, Inc.
Attn: Brant J. Bordsen
City Attorney
1129 D Street
Marysville, California 95901
(530) 742-7371
(530) 742-5982 facsimile

Lessee:Highlands Community Charter School
Attn: Murdock Smith
Executive Director
1333 Grand Avenue
Sacramento, California 95838
(916) 844-2283
murdock.smith@hccts.org

8. Authority. Each party represents that the person signing this Agreement on its behalf has been duly authorized to do so in accordance with all applicable laws pertaining thereto and that the signature of such person is to be construed as legally binding the party to the terms and conditions of this Agreement.

9. Binding on Heirs, Successors, and Assigns. This Agreement, and each term and condition of it, shall be binding on the heirs, successors, and assigns of the parties. Nothing in this subparagraph permits Lessee to assign or sublet all or any rights under this Agreement.

10. Modification; Waiver. Changes or modifications to this Agreement may be made by mutual written agreement of the parties. No change or modification shall be effective unless in a writing executed by the parties. No waiver shall be deemed given unless in writing, and one waiver shall not constitute a subsequent waiver.

11. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

12. Nuisance. Lessee shall not commit or permit the maintenance or commission of any nuisance within the Property.

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13. Captions. The captions of the various sections or paragraphs of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part of this Agreement.

14. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

15. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

16. Exclusive Representative. The parties agree that they shall each designate exclusive representatives for purposes of ongoing communications concerning this Agreement. Each party agrees that it shall not communicate with other persons concerning the subject matter of this Agreement except with the designated representatives of each party. In that regard the designated representative(s) for Lessee shall be Mike Reid, the designated representative for City shall be Dan Flores, Community Development Director. Either party may change its designated representative(s) by giving notice to the other party pursuant to Section 13 subdivision 7 of this Agreement.

17. Governing Law and Attorneys' Fees. This Agreement shall be governed and construed in accordance with the laws of the State of California. If this Agreement gives rise to a dispute, lawsuit or other legal proceeding between the parties hereto, the prevailing party shall be entitled to recover its court costs and reasonable attorneys', expert fees in addition to any other relief to which such party may be entitled.

18. Authority. Each individual executing this Agreement on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Lessee.

19. Time is of the Essence. Time is of the essence in performance of this Agreement.

20. No Third-Party Beneficiaries. Except as specifically provided in this Agreement, nothing in this Agreement is intended to create any third-party benefit.

21. Severability. If any provision of this Agreement or the application of any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application of it will remain in full force and will not be affected, impaired or invalidated.

22. Identification of Lessee's Owners. Concomitantly with execution of this Agreement, Lessee shall provide City with a list setting forth the identity of every person, firm or other entity holding an ownership interest in Lessee.

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23. Signage. The use of digital or electronic billboard signage is not currently permitted at the Property. The City reserves the right (assuming it acquires the rights to do so) to locate a digital/electronic billboard on the back of the scoreboard (or other appropriate location outside of Bryant Field on the Property).

Lessee shall not erect any billboards or signage on the outside of the stadium at Bryant Field absent the City's advance written consent to do so.

24. Recorded Memorandum. Following execution of this Lease, the City shall cause a memorandum thereof in the form shown on attached Exhibit A to be recorded with the official records of the County of Yuba.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together, when signed by all the parties hereto, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date set forth below.

Date: _____

CITY:

CITY OF MARYSVILLE, a municipal corporation

By: _____, its City Manager

Attest:

_____
City Clerk

LESSEE:

HIGHLANDS COMMUNITY CHARTER SCHOOL

Date: 6/16/23

By: _____
Murdock Smith, its Executive Director/CEO

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Recording Requested By and
When Recorded Return To:

Nicole Moe, City Clerk
City of Marysville
526 C Street
Marysville, CA 95901

(space above line for recorder's use only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____ is entered into between the City of Marysville ("City") and Highlands Community Charter School ("Lessee")

RECITALS

A. On or about May 1, 2023, City and Lessee entered into that certain Lease, pursuant to which City leased to Tenant and Tenant leased from Landlord, on a shared possession basis, real property, more particularly described as 1431 C Street in the City of Marysville, Yuba County, California and designated as Assessor's Parcel Number 009-144-001 ("Premises").

B. City and Lessee desire to execute this Memorandum to provide constructed notice of Tenant's rights under the Lease to all third parties.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Term. City leases to Lessee for a term of three (3) years, with a three (3) year option to extend.

2. Lease Terms. The Lease of the Premises to Lessee is pursuant to the Lease which is incorporated in this Memorandum by reference.

3. Assignment. Lessee's rights and obligations under the Lease shall not be assigned without City's prior written consent, and any assignment without this consent shall be void.

4. Successors and Assigns. This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease on assignment.

EXHIBIT A

5. Governing Law. This Memorandum and the Lease are governed by California law.

DATE: 6/16/23

HIGHLANDS COMMUNITY CHARTER SCHOOL,
Lessee

By: _____
its Executive Director/CEO

DATE: 06/25/2023

CITY OF MARYSVILLE

By: _____
its City Manager

ATTEST: _____
City Clerk

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LEASE AGREEMENT

This Lease Agreement entered into as of December 15, 2023, by and between The Roman Catholic Bishop of Sacramento, a corporation sole in Trust for Pastor of Holy Family Parish, Citrus Heights, a corporation sole, pursuant to the Roman Catholic Diocese of Sacramento Master Irrevocable Trust Dated August 1, 2011 (hereinafter "Landlord") and Highlands Community Charter and Technical Schools, a California not-for-profit corporation (hereinafter "Tenant").

AGREEMENT

It is therefore agreed between the parties hereto as follows:

1.0 Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to all provisions herein, including the specific provisions of paragraph 4 herein, the physical premises described as follows: Four (4) classrooms; Two (2) additional rooms; the Playground; and the Grass Area; all as further described herein and/or depicted on Exhibit A which is attached hereto, all located at 7817 Old Auburn Road, Citrus Heights, California 95610 (herein, the "Premises"). All other facilities at the Holy Family Parish site and all personal property of Landlord, except to the extent that specific provision for Tenant's use is made herein, are specifically excluded from this Lease.

2.0 Term. The term of this Lease shall be for Five (5) years, commencing on January 1, 2024 and ending on December 31, 2028. Notwithstanding the preceding, either party may terminate this Lease upon thirty (30) days written notice to the other party.

3.0 Rent. Tenant agrees to pay to Landlord base rent and additional rent as follows:

3.1 Base Rent. Tenant shall pay to Landlord during the term of this Lease, Base Rent as follows:

"For the period January 1, 2024 through December 31, 2024, Tenant shall pay to Landlord Base Rent of Seven-Thousand, Two-Hundred Dollars ($7,200.00) per month.

For the period January 1, 2025 through December 31, 2025, Tenant shall pay to Landlord Base Rent of Seven-Thousand, Four-Hundred, Sixteen Dollars ($7,416.00) per month.

For the period January 1, 2026 through December 31, 2026, Tenant shall pay to Landlord Base Rent of Seven-Thousand, Six-Hundred, Thirty-Eight Dollars ($7,638.00) per month.

For the period January 1, 2027 through December 31, 2027, Tenant shall pay to Landlord Base Rent of Seven-Thousand, Eight-Hundred, Sixty-Eight Dollars ($7,868.00) per month.

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For the period January 1, 2028 through December 31, 2028, Tenant shall pay to Landlord Base Rent of Eight-Thousand, One-Hundred, Four Dollars ($8,104.00) per month.

3.2 Additional Rent. Tenant shall pay to Landlord during the term of this Lease, Additional Rent to reimburse for utility costs, as follows:

"For the period January 1, 2024 through December 31, 2024, Tenant shall pay to Landlord Additional Rent of One-Thousand Dollars ($1,000.00) per month.

For the period January 1, 2025 through December 31, 2025, Tenant shall pay to Landlord Additional Rent of One-Thousand, Thirty Dollars ($1,030.00) per month.

For the period January 1, 2026 through December 31, 2026, Tenant shall pay to Landlord Additional Rent of One-Thousand, Sixty-One Dollars ($1,061.00) per month.

For the period January 1, 2027 through December 31, 2027, Tenant shall pay to Landlord Additional Rent of One-Thousand, Ninety-Three Dollars ($1,093.00) per month.

For the period January 1, 2028 through December 31, 2028, Tenant shall pay to Landlord Additional Rent of One-Thousand, One-Hundred, Twenty-Six Dollars ($1,126.00) per month.

3.3 Payment of Base Rent and Additional Rent. Base Rent and Additional Rent shall be payable monthly in advance to Landlord, on or before the first day (1st) of the month at the address of the Landlord as stated in paragraph 20.1 of this Lease or at another location Landlord may designate in writing.

3.4 Rent Deposit. Upon execution of this Lease, Tenant shall pay to Landlord Seventeen Thousand, Four-Hundred, and Thirty Dollars ($17,430.00) representing the first and last months' Base Rent and Additional Rent.

3.6 Application of Rent Deposit. Upon default by Tenant under this Lease, Landlord may apply the last month's rent to satisfy Tenant's obligations under this Lease provided that this application shall not cure the default. Immediately following the receipt of notice of this application from Landlord, Tenant shall pay to Landlord an amount equal to that applied by Landlord. Landlord agrees that at the end of the Term Landlord will refund any portion not applied.

3.7 Late Charges. Unpaid Base Rent shall become delinquent after the tenth (10th) day of the month. Late fees may be assessed at five percent (5%) of the past due amount at the sole discretion of Landlord after the tenth (10th) day of the month.

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4.0 Use of the Premises.

4.1 The Premises are to be used by Tenant to operate High School Diploma classes, English Second Language classes for adult students, and Citizenship classes; and no part of the Premises and appurtenant grounds shall be used for any different purpose and no part of the Premises (or additional areas that Tenant may have access to under paragraph 4.3 and 4.4 of this Agreement) shall be used for any different purpose. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises, provided, however, that Tenant's general use of the Premises as contemplated herein, shall not be prohibited.

4.2 Tenant shall have exclusive use of the Premises during the term of this Lease as follows:

4.2.1 Landlord shall have access to and use of that portion of the Premises Monday through Friday from 8:00 a.m. to 10:00 p.m.

4.2.2 Tenant agrees to provide a school holiday schedule to Landlord, in advance, to permit Landlord to effectively monitor whether unauthorized use or illegal access to classrooms is taking place on days when Tenant is not actively using premises.

4.3 During its hours of operation as described in paragraph 4.2 above, Tenant shall have shared use with Landlord and Landlord's employees, guests, and invitees of the two sets of restrooms that are identified on Exhibit A.

4.4 Tenant and Tenant's guests shall be allowed to use the parking area as identified on Exhibit A and ingress/egress shall be limited to that depicted on Exhibit A. Tenant and Tenant's guests shall not park vehicles, nor pick-up or drop-off in any other area of the Holy Family Parish site.

4.5 Tenant agrees to maintain the Premises, and all appurtenant areas that may be accessed by the Tenant, in a clean and neat condition, free of debris, graffiti, and/or other defacements. Tenant further agrees to ensure that after any use of the additional areas set forth in paragraph 4 above, it will restore those additional areas to the same level of cleanliness that existed before Tenant's use. Tenant will properly supervise its students or other invitees at all times while in the classrooms or on the Premises, or during use of any additional areas as set forth herein, and will ensure that students and invitees remain on the Premises, and do not access other areas of the Holy Family Parish facilities at any time.

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5.0 Reservation of Religious Freedom Rights.

5.1 Tenant acknowledges that Landlord is a religious corporation, subject to certain rights, protections and guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, and other state and federal statutes pertaining to the protection or Guarantee of religious freedom rights.

5.2 Notwithstanding the provisions of this Lease, Tenant acknowledges that Landlord has not waived, either expressly or by implication, any rights, protections, or guarantees afforded to it under the religious freedom clauses of the California and United States Constitutions, or any other state or federal statutes pertaining to the protection or guarantee of religious freedom rights, in connection with its performance of this Lease and it operations, expressly including, but not limited to, its employment policies and practices.

5.3 Landlord expressly reserves the right to engage in employment practices, and to adopt employment-related policies, consistent with religious beliefs and moral and ethical teachings of the Roman Catholic Church, as interpreted and applied by the Roman Catholic Bishop of Sacramento.

5.4 Nothing in this Lease shall be deemed to constitute a waiver, express or implied, of any religious freedom rights, protections, or guarantees applicable to Landlord under the California and United States Constitutions, or any other applicable state or federal laws related to the protection of Landlord's religious freedom rights or to statutory exemptions that apply to Landlord by virtue of its status as a religious organization/corporation.

5.5 Tenant agrees to comply with the terms of Landlord's "Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento" a copy of which is attached hereto as Exhibit B and is included by reference herein.

6.0 Condition/Use of Premises

6.1 Condition and Repair of the Premises. Tenant accepts Premises in "AS-IS" condition. Landlord will, however, at its own expense, maintain the Premises in a safe and working condition, including plate glass, electric, plumbing and any other systems or equipment used on the Premises. Landlord will also be responsible for all required general maintenance repairs, including roof, exterior walls, structural foundation, and heating and air-conditioning systems (if any), provided that Landlord's maintenance obligations herein shall not include (1) repairs or maintenance of any alterations by Tenant and (2) costs to repair any damages (broken windows, damaged plumbing facilities, e.g.) that arise out of the direct use by Tenant and/or the acts of Tenant's students, employees, agents, or invitees. All shared common areas shall be the responsibility of both Landlord and Tenant to keep clean, each responsible for cleaning after their own activities and/or use.

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6.2 Alterations. Any alterations desired by Tenant shall be at the expense of Tenant unless otherwise agreed. No alterations of Premises shall be undertaken without the prior written consent of Landlord. Any alterations undertaken without such consent shall be a breach of this lease and at the option of the Landlord, shall cause a termination of this Lease.

6.3 Compliance with Laws. Tenant will comply with all applicable statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy, use of, or access to the Premises, and the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises.

7.0 Possession. Any delay in delivery of possession to the Tenant shall postpone the commencement of rent accordingly but shall not otherwise affect this Lease.

8.0 Insurance.

8.1 General Liability. Tenant shall pay for and maintain throughout the term of this Agreement general liability insurance with a minimum per occurrence limit of three million dollars ($3,000,000) and automobile liability insurance with a minimum per accident limit of three million dollars ($3,000,000) for any injuries to persons (including death therefrom) and property damage in connection with the Tenant's activities under this Lease Agreement. Said general liability insurance shall include coverage for claims arising from sexual abuse of minors. The policy or policies shall name as additional insured the Roman Catholic Bishop of Sacramento, a corporation sole, Pastor of Holy Family Parish, Citrus Heights, a corporation sole, and all constituent organizations of the Diocese of Sacramento, their officers, agents, or employees. The policy or policies shall provide that this insurance shall be primary with respect to any liability or claimed liability arising out of the performance of activities by the Tenant under this Lease or the Tenant's use of the Premises, and that any insurance procured by the Landlord, its officers, agents, or employees shall be excess and shall not be called upon to contribute until the limits of the insurance provided hereunder shall be exhausted. Landlord is not responsible for personal property losses suffered by Tenant or its employees or agents. Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance. Such insurance may not be reduced or canceled without 30 days written notice to the Landlord. The Tenant will furnish the Landlord with proof of insurance issued by an insurer approved by the Landlord showing the coverage to be in force and showing the Landlord to be a named additional insured, by endorsement, for all periods of the term. Evidence of such coverage shall be furnished prior to the commencement of any activities under this Lease.

8.2 Workers' Compensation. Tenant is to procure and maintain, for the duration of this Lease, Workers' Compensation insurance against claims for injuries to the Tenant's employees in accordance with such insurance as required by the State of California Labor Code and Employers Liability coverage.

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8.3 Property Insurance. Landlord shall maintain, for the duration of this Lease, all-risk real property insurance adequate to cover the replacement cost of all buildings and improvements on the Premises and those other facilities to which Tenant may have access under paragraph 4 of this Lease.

Tenant shall be solely responsible for obtaining adequate personal property or contents insurance for Tenant's personal property located on the Premises or elsewhere. Landlord shall be solely responsible for obtaining adequate personal property or contents insurance for Landlord's personal property located on the Premises or elsewhere.

Landlord and Tenant each waive the rights of subrogation that may arise against the other because of any act covered by the insurance required by this Section.

9.0 Default. Each of the following shall be an Event of Default under this Lease:

9.1 If Tenant fails to make any payment required by the provisions of this Lease, when due;

9.2 If Tenant fails within thirty (30) days after written notice to correct any breach of default of the other covenants, terms, or conditions of this Lease, provided that for any default which is not curable within such thirty (30) day period, Tenant shall not be in default provided that Tenant commences to cure any such noticed default within such thirty (30) day period and diligently proceeds, without interruption, to cure such default thereafter.

9.3 If Tenant vacates, abandons, or surrenders the Premises prior to the end of the Term; or

9.4 If all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Tenant makes an assignment for the benefit of creditors or is adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Tenant under any bankruptcy laws, and Tenant consents or acquiesces by pleading, or default.

10.0 Remedies. Upon the occurrence of an Event of Default under this Lease by Tenant and Tenant's failure to cure timely the default, Landlord, after providing written notice, is entitled, at Landlord's option, to the following:

10.1 to re-enter and take exclusive possession of the Premises;

10.2 to collect immediately the present value of the unpaid rent reserved for the entire term, or to collect each installment of rent as it become due;

10.3 to continue this Lease in force or to terminate it at any time;

10.4 to re-let the Premises for any period on Tenant's account and at Tenant's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of the Term to Tenant's continuing obligations under this Lease;

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10.5 to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Tenant's obligations under this Lease;

10.6 to recover from Tenant the damages described in Civil Code sections 1951.2, the provisions of which are expressly made a part of this Lease;

10.7 to restore the Premises to the same condition as received by Tenant, or to alter the Premises to make them suitable for re-letting, at Tenant's expense; and

10.8 to enforce by suit or otherwise all obligations of Tenant under this Lease and to recover from Tenant all remedies now or later allowed by law.

11.0 Estoppel Certificate. At any time within ten (10) days after request by Landlord, Tenant shall execute, acknowledge, and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force, or if there have been modifications, that it is in full force as modified. The statement shall also contain the date of commencement of this Lease, the dates to which the rent and any other charges have been paid in advance, and any other information Landlord reasonably requests. It is acknowledged by Tenant that any statement is intended to be delivered by Landlord to and relied upon by prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

12.0 Severability. The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

13.0 Assignment or Subletting. Any assignment or subletting of any portion of the Premises, whether by operation of law or otherwise, without prior written consent of Landlord, such consent not to be unreasonably denied, is void and shall be a breach of this Lease, and at the option of Landlord, shall terminate this Lease.

14.0 Entry. Notwithstanding any other provision of this Lease, Landlord reserves the right to enter the Premises at reasonable times to carry out any building management or business purpose in or about the building, without any abatement of rent.

15.0 Signs. Tenant shall not place or permit to be placed in, upon, about, or outside the Premises any sign, notice, drapes, shutters, blinds, or display of any kind without the prior written consent of Landlord in its sole discretion.

16.0 Holding Over. This Lease shall terminate without further notice at the expiration of the Lease Term or option extending the Lease Term. Any holding over shall not constitute a renewal or extension.

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17.0 Destruction and Condemnation.

17.1 If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises can be repaired within the sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Landlord shall proceed with repairs as necessary to the extent damages are covered by insurance, subject to a proportionate reduction in the rent based on the extent to which the damage and repairs shall interfere with the business of Tenant on the Premises. Tenant waives the benefits of Civil Code sections 1932(2). In case of a dispute between the parties with respect to this Section 17, the matter shall be settled by arbitration in a manner as the parties may agree on, or if they cannot agree, in accordance with the rules of the American Arbitration Association.

17.2 If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Landlord or Tenant may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Tenant shall not be entitled to share in any portion of the award, and Tenant expressly waives any right or claim to any part of the award. Tenant shall, however, have the right to claim and recover, from the condemning authority only, but not from Landlord, any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures.

18.0 Lease Provisions.

18.1 Indemnity. Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant, jointly and severally, for itself, its agents, contractors and employees, agrees to indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense arising directly or indirectly, in whole or in part, out of Tenant's performance of its obligations under this Lease, or arising out of actions of the Tenant in connection with its activities under this Lease on or off the Premises, including, but not limited to, any environmental harm resulting from hazardous or toxic pollutants, containments or waste products.

Except to the extent attributable to the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors, Tenant shall indemnify, defend, and hold harmless the Landlord, and the other constituent organizations of the Landlord, along with their respective bishops, priests, deacons, religious sisters, religious brothers, directors, officers, agents, attorneys and employees,

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free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death therefrom) or damages to property arising out of the making of alterations or repairs on the Premises, together with costs, expenses, and reasonable attorneys fees incurred in the defense of any action of litigation arising out of the same.

Landlord shall indemnify, defend, and hold harmless Tenant from any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith, including, without limitation, reasonable private attorney's fees and costs of defense arising out of any injuries to persons (including death therefrom) or damages to property, arising out of the intentional or grossly negligent acts or omissions of Landlord and Landlord's employees, agents, invitees, and contractors.

18.2 Taxes and Assessments. Tenant represents that it is a non-profit organization and that it is eligible for the welfare exemption provided in Section 2314 of the California Revenue and Taxation Code. Each party agrees to take all steps required of it to obtain such exemption on the leased premises and personal property thereon. If, through no fault of Landlord, such exemption cannot be obtained for the entire period of the Lease Term or extension, then Tenant shall pay any taxes assessed against the leased Premises and any personal property located thereon, as well as any assessments relating to said premises and personal property allocable to the period of this Lease.

18.3 Liens. Tenant shall keep the Premises and the appurtenant grounds free from any liens or stop notices arising out of any work performed, materials furnished, or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of such lien or stop notice, cause the same to be released of record, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation to, cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or stop notice. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant within ten (10) days of demand, with interest at the Prime Rate, as quoted by the Bank of America.

19.0 Landlord's Right to Perform for Tenant. If Tenant fails to perform any obligation under this Lease, Landlord after giving, reasonable written notice to Tenant, shall be entitled to make reasonable expenditures to cause proper performance on Tenant's behalf and at Tenant's expense, and Tenant promises to reimburse Landlord for any expenditures within ten (10) days after written notice from Landlord requesting reimbursement, and failure of Tenant to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of rent when due. All obligations of Tenant to pay money are payable without abatement, deduction, or offset of any kind.

20.0 Notices. Any notices under this Lease shall be given by mailing the notice postage prepaid by certified mail, return receipt requested, to the addresses set forth as follows:

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20.1 To Landlord: Chief Financial Officer
Diocese of Sacramento
2110 Broadway
Sacramento, California 95818

Copy to: Pastor
Holy Family Parish
7817 Old Auburn Road, Citrus Heights, CA 95601

20.2 To Tenant: Murdock Smith, Executive Director
Highlands Community Charter School
1333 Grand Ave.
Sacramento, CA 95838

21.0 Legal Effect. All obligations of Tenant are expressly made conditions of this Lease, any breach of which shall, at the option of Landlord, terminate this Lease.

22.0 Titles. The titles or headings to paragraphs shall have no effect on interpretation of provisions.

23.0 Successors. The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

24.0 Waiver. The failure of Landlord to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

25.0 Landscape. Tenant shall maintain the landscaped areas of the Grass Area and Playground as identified on Exhibit A.

26.0 Intentionally Omitted

27.0 Intentionally Omitted.

28.0 Utilities. All applications and connections for necessary utility services on the premises shall be in the name of Landlord only. Such utilities charges will include sewer, water, gas, electricity, and garbage.

29.0 Cooperation. Landlord and Tenant agree to cooperate in good faith to accomplish the intent of this Lease Agreement.

30.0 Mediation and Arbitration of Disputes.

30.1 Subject to subsection 30.2 below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof; including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall be administered

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by a mutually acceptable arbitrator or arbitration service, as to whom the parties to this Agreement can agree, using the Streamlined Arbitration Rules and Procedures published Judicial Arbitration and Mediation Services, Inc. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

30.2 The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall first be submitted to a mutually acceptable mediator or mediation service as to which the parties to this Agreement can agree for mediation, and if the matter is not resolved through mediation, then it shall be submitted to a mutually acceptable arbitrator or arbitration service as to which the parties to this Agreement can agree, for final and binding arbitration pursuant to the arbitration clause set forth in subsection 30.1. Either party may commence mediation by providing to the other party, a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this section 30.2 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

31.0 Entire Agreement. This Lease, together with the attached Exhibit A and B, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

32.0 Time of the Essence. Time is of the essence in the performance of Tenant's obligations under this Lease.

33.0 Governing Law. This Lease shall be governed by and construed in accordance with California Law.

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34.0 Attorneys' Fees. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, then as between the Landlord and Tenant, the prevailing party shall be entitled to recover from the other party, in addition to any other costs and relief that may be granted, the reasonable attorneys' fees incurred in the action or proceeding by the prevailing party.

LANDLORD:

The Roman Catholic Bishop of Sacramento,
a corporation sole

By: Rev. Christopher R. Frazer

Its: Vicar General

Pastor of Holy Family Parish, Citrus Heights,
a corporation sole

By: Rev. Enrique Alvarez

Its: Pastor/Incumbent

TENANT:

Highlands Charter School, Inc., a California non-for-profit corporation

By: Murdoch Smith

Its: Executive Director

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Exhibit A



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EXHIBIT B

Policy Regarding the Use of Diocesan and Parish Facilities in the Diocese of Sacramento

1.0 Introduction.

1.1 The churches, schools, halls, buildings, and grounds of the parishes and diocesan facilities in the Diocese of Sacramento represent an important element of the patrimony of the Church. The People of God in the Diocese of Sacramento, over many generations, have lovingly shared their temporal resources with the Church in order to ensure that the ministry of the Church would continue to flourish, that there shall always be adequate means to provide for the pastoral care of souls, and that the Gospel may be proclaimed in full fidelity with the Truth to all people living in the territory of the Diocese. The care and stewardship over these resources is vouchsafed in the Diocesan Bishop and the pastors who collaborate in his ministry throughout the Diocese.

1.2 Church buildings and grounds are more than mere structures. They are visual and tangible symbols of the Church, the Temple of the Holy Spirit. This is particularly true of parish churches and parish facilities, for it is in the parishes that the Catholic faithful gather regularly around the altar of the Lord to celebrate the Paschal mystery of the Eucharist. Thus, mindful of centrality of the altar to the life of our parishes and our Diocese, it is a matter of considerable pastoral importance that our parish churches, halls, schools, buildings, grounds, and diocesan facilities be used at all times in a manner consistent with their sanctified nature, as visible symbols of the Church.

1.3 Therefore, the Bishop of Sacramento, consistent with his pastoral and episcopal obligation to faithfully steward the patrimony of the Church in the Diocese of Sacramento has promulgated this Policy Regarding the Use of Diocesan and Parish Facilities and directs all pastors, parochial administrators, Newman Center directors, and lay employees and volunteers responsible for the use of diocesan and parish facilities to implement and comply with this Policy.

2.0 Use of Diocesan and Parish Facilities.

2.1 Use of diocesan and parish facilities must, at all times, be consistent with, and in fidelity to, Catholic religious and moral teachings and beliefs and must respect the religious and liturgical character and nature of such facilities.

2.2 Any use of diocesan and parish facilities that is incompatible with the religious and liturgical character of diocesan and parish facilities is prohibited.

2.3 Any use of diocesan and parish facilities by an organization, group, or individual who, by word or conduct, promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings is prohibited.

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2.4 No event or activity shall be permitted to occur at diocesan or parish facilities that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church.

2.5 The use of churches, oratories, and chapels must at all times be consistent with their sacred liturgical and ecclesial character according to the canons and ecclesial norms applicable to such facilities.

2.6 Pastors shall implement and apply this Policy with regard to their respective parish facilities using their best pastoral judgment and shall implement and employ appropriate procedures and measures to ensure that this Policy is uniformly and consistently applied. In the event of any ambiguity, the Bishop of Sacramento shall serve as the final arbiter as to the application of this Policy to particular facts and circumstances.

3.0 Initial Request to Use Parish or Church Facilities and Review of Such Requests.

3.1 Any individual, group, or organization requesting to use or to rent a parish or diocesan facility must, prior to consideration of their request, complete a form questionnaire regarding the nature of the event proposed to be held at the diocesan or parish facility and seeking information regarding the individual, group, or organization. The Diocese shall prepare the form questionnaire and shall provide a copy of the questionnaire in English and Spanish to each parish in a form that can be reproduced for use.

3.2 Parish groups, which have been approved by the parish pastor, and diocesan organizations, which are listed in the *Diocese of Sacramento Directory* published by the Diocese of Sacramento or the *Official Catholic Directory* published by P.J. Kenedy & Sons, shall not be required to complete a form questionnaire prior to requesting to use or rent parish or diocesan facilities.

3.3 The Pastor, in the case of parishes, or the Vicar for Temporalities, in the case of the Diocese, shall review the responses provided by applicants on the questionnaires and determine whether the event proposed would be an appropriate use of parish or diocesan facilities under this Policy and whether the applicant individual, group, or organization would be an appropriate user or renter, under the terms of this Policy, to use such facilities. Copies of these questionnaires shall be retained with the business records of the parish and/or the Diocese.

3.4 If the Pastor or Vicar for Temporalities determines that the request is not appropriate under this Policy, he shall promptly notify the applicant that the requested facilities are not available for use or rent.

3.5 If the Pastor or Vicar for Temporalities determines that the request is appropriate under this Policy, he shall cause a Facilities Use Agreement to be sent to the requesting party for execution. The Diocese shall prepare a form Facilities Use Agreement for this purpose and shall

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provide a copy of the Facilities Use Agreement in English and Spanish to each parish in a form that can be reproduced for use.

4.0 Inappropriate Groups and Organizations.

4.1 Any organization or group which, by word or conduct, teaches, advocates, or otherwise promotes views, values, or beliefs contrary to Catholic religious and moral belief and teachings shall not be permitted to use or rent diocesan or parish facilities.

4.2 Organizations or groups that would be unsuitable to use or rent diocesan or parish facilities for events would include, but not be limited to, those that:

4.2.1 Promote, advance, or advocate racial, ethnic, sexual, or religious discrimination.

4.2.2 Promote, advance, or advocate anti-Catholicism, anti-Catholic biases, or are directly or indirectly hostile to the Catholic Church, the Catholic clergy, or Catholic people in general.

4.2.3 Engage in partisan political activity as the principal purpose of the group or organization, including political parties, political candidate committees, partisan political clubs or committees, and the like.

4.2.4 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Culture of Life, including any group or organization that directly or indirectly promotes, advocates, or engages in activities related to abortion, euthanasia, assisted suicide, artificial contraception, voluntary sterilization, or capital punishment.

4.2.5 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Church's teachings and beliefs regarding the sanctity of marriage, the call to sexual abstinence and chastity outside marriage, and the centrality of family life as a cultural cornerstone, including groups or organizations that promote or advocate, directly or indirectly, sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," the adoption and/or placement of children in anything other than a traditional family setting, and the like.

4.2.6 Promote, advance, or advocate teachings, views, policies, or beliefs contrary to the Magisterium of the Catholic Church, the Deposit of Faith, the teachings of the Second Vatican Council, or authentic Catholic theology, as determined by the pastor and the Bishop of Sacramento, including such groups or organizations that deny, refute, ridicule, or condemn the fundamental Truths of the Catholic faith. This shall exclude the use, with the permission of the Bishop, of parish and diocesan facilities for worship or religious services by other Christian denominations on an ad hoc basis.

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4.2.7 Promote, advance, or advocate secularism, the paring back of religious freedom rights, or the restriction of religious liberty and liberty of conscience.

4.2.8 Promote, advance, or advocate the abuse of alcohol or the use of narcotics or other controlled substances.

4.2.9 Promote, advance, or advocate violence or the use of force to resolve social, political, or religious problems.

4.3 With regard to outside organizations and groups, any questions regarding the propriety of permitting such groups to use or rent parish or diocesan facilities under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental.

5.0 Inappropriate Events or Activities.

5.1 Any event or activity that would, directly or indirectly, advocate or otherwise promote teachings, beliefs, views, values, or conduct contrary to Catholic religious and moral teachings and beliefs or that might have propensity to cause confusion or scandal among the faithful regarding the authentic teachings and beliefs of Catholic Church shall not be permitted at parish or diocesan facilities.

5.2 Events or activities that would be unsuitable would include, but not be limited to, any event or activity that directly or indirectly relates to the advocacy or promotion of, or cooperation with:

5.2.1 Racial, ethnic, sexual, or religious discrimination.

5.2.2 Anti-Catholicism or anti-Catholic biases.

5.2.3 Partisan political activity of any kind, direct or indirect.

5.2.4 Abortion, euthanasia, assisted suicide, contraception, voluntary sterilization, or capital punishment.

5.2.5 Sexual license, pornography and obscenity, adultery, marital infidelity, cohabiting in sexual relationships of any nature outside marriage, homosexual activity or relationships, "gay marriage," and the adoption and/or placement of children in non-traditional family settings.

5.2.6 The denial, refutation, ridicule, or condemnation of the fundamental Truths of the Catholic faith.

5.2.7 The paring back of religious freedom rights or the restriction of religious liberty and liberty of conscience.

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5.2.8 The abuse of alcohol and the use narcotics or other controlled substances.

5.2.9 Violence or the use of force to resolve social, political, or religious problems.

5.3 With regard to outside organizations and groups, any questions regarding the propriety of any event or activity under this Policy shall, in general and in the interests of prudence, be resolved against permitting such use or rental of diocesan or parish facilities.

6.0 Conditions of Use.

6.1 The religious character and nature of diocesan and parish property must, at all times, be respected by those individuals, groups, and organizations using diocesan and parish facilities. Religious symbols and images shall not be removed, altered, or deliberately obscured and all persons entering on to the premises should be admonished to respect the religious nature of the facility. This should include requesting persons entering the facility to act appropriately in worship spaces, to refrain from disrupting private prayer or ongoing liturgies, and to treat religious objects, art and images with appropriate reverence and respect.

6.2 All individuals, groups, and organizations must comply with the Diocese of Sacramento's safe environment policies and procedures in all activities in which children or young people are present. Adequate supervision and security must be provided for at all times with regard to the presence of children and young people on diocesan and parish property.

6.3 Any individual, group, or organization using or renting diocesan or parish facilities must provide an endorsed policy of general liability insurance applicable to the event, naming the Diocese and the Parish as an additional named insured and providing coverage limits in an amount as prescribed by the Diocesan Finance Department.

6.4 Individuals, groups, or organizations using or renting parish facilities must expressly agree to follow the directives of the parish pastor, or his designees, regarding the use of the facilities and must do so when using or renting the facility.

6.5 Any individual, group, or organization using or renting diocesan or parish facilities must provide appropriate and adequate security, at their own expense, during their activities or events. The pastor shall designate the level of security services required with regard to the use of parish facilities. The Vicar for Temporalities shall designate the level of security services required with regard to the use of diocesan facilities.

Approved and promulgated the 13th day of March in the year 2006 at the Pastoral Center, Sacramento, California.

WILLIAM K. WEIGAND
Bishop of Sacramento

In witness whereof:

Rev. Blaise Berg, S.T.D.
Vice-Chancellor

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Accounts Payable Accounts Payable <ap@hccts.org>

14361 Euclid St - Notice of Non-Renewal -30 Day Notice

1 message

Accounts Payable Accounts Payable <ap@hccts.org> Tue, Jul 15, 2025 at 3:53 PM
To: realestate@7leavescafe.com
Cc: HCCTS Finance Team <finance@hccts.org>

Hi Son, Trung Nguyen & 7 Leaves Holding Inc,

This email is in reference to the Lease Agreement for 14361 Euclid St, Suites 3C and 3D, Garden Grove, CA that was executed on October 6th, 2023 . We regretfully inform you that we wish to terminate the Lease Agreement in accordance with terms and conditions set forth. Therefore, the last effective day of this agreement is August 15th, 2025.

Best regards,
Marques Reed

Accounts Payable

A: 555 Capitol Mall, Suite 725, Sacramento, CA 95814
P: 916.844.2283
W: hccts.org

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

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AIRCRE contracts

SUBLEASE FOR A SINGLE SUBLESSEE

To be used if the entire space (Premises) will be subleased by a single sublessee whether or not the space (Premises) is a single tenant building or is located in a multi-tenant building.

If therewill be one ormore sublessees sharing the space with each other and/or the lessee, whether or not the space (Premises) is a single tenant building or is located in a multi-tenant building, use the Sublease for Multiple Tenants.

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties**: This Sublease ("**Sublease**"), dated for reference purposes only September 29, 2023, is made by and between Son Trung Nguyen & 7 Leaves Holding, Inc ("**Sublessor**") and Highland Community Charter and Technical Schools ("**Sublessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2 **Premises**: That certain real property, including all improvements therein, and commonly known as (street address, city, state, zip) 14361 Euclid Street, Suite 3C and Suite 3D Garden Grove located in the County of Orange, State of CA and generally described as (describe briefly the nature of the property) two office space suites, totaling 2,880 SF. ("**Premises**").

1.3 **Term**: 1 years and 5 months commencing 10/9/2023 ("**Commencement Date**") and ending February 28, 2025 ("**Expiration Date**").

1.4 **Early Possession**: If the Premises are available Sublessee may have non-exclusive possession of the Premises commencing October 9, 2023 ("**Early Possession Date**").

1.5 **Base Rent**: $ 5,500.00 per month ("**Base Rent**"), payable on the 1st day of each month commencing October 9, 2023.

☐ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

1.6 **Base Rent and Other Monies Paid Upon Execution**:

(a) **Base Rent**: $ 4,080.65 for the period October 9, 2023 to October 31, 2023.

(b) **Security Deposit**: $ 5,500.00 ("**Security Deposit**").

(c) **Association Fees**: $ _____ for the period _____.

(d) **Other**: $ _____ for _____.

(e) **Total Due Upon Execution of this Lease**: $ 9,580.65.

1.7 **Agreed Use:** The Premises shall be used and occupied only for office space & classroom use. and for no other purposes.

1.8 **Real Estate Brokers**:

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Sublessor's Brokerage Firm N/A

License No. _____ Is the broker of (check one): ☐ the Sublessor; or ☐ both the Sublessee and Sublessor (dual agent).

Sublessor's Agent N/A

License No. _____ Is (check one): ☐ the Sublessor's Agent (salesperson or broker associate); or ☐ both the Sublessee's Agent and the Sublessor's Agent (dual agent).

SN
INITIALS

INITIALS

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Michael Trang, 7171 Warner Ave STE B14 Huntington Beach CA 92647
Phone: 7146006402 Fax: Michael Trang 14361 Euclid St.

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DocuSign Envelope ID: 703E7741-90FB-4436-A0F6-B05843F94D11

Sublessee's Brokerage Firm _____

License No. _____ Is the broker of (check one): ☐ the Sublessee; or ☐ both the Sublessee and Sublessor (dual agent).

Sublessee's Agent _____

License No. _____ Is (check one): ☐ the Sublessee's Agent (salesperson or broker associate); or ☐ both the Sublessee's Agent and the Sublessor's Agent (dual agent).

(b) **Payment to Brokers:** Upon execution and delivery of this Sublease by both Parties, Subessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.9 **Guarantor**. The obligations of the Sublessee under this Sublease shall be guaranteed by Murdock Smith, Executive Director of Highlands Community Charter School.

("Guarantor").

1.10 **Attachments**. Attached hereto are the following, all of which constitute a part of this Sublease:

☐ an Addendum consisting of Paragraphs _____ through _____ ;

☐ a plot plan depicting the Premises;

☐ a Work Letter;

☒ a copy of the master lease and any and all amendments to such lease (collectively the "**Master Lease**");

☒ other (specify): Addendum 1

2. **Premises**.

2.1 **Letting**. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Sublease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Sublessee is advised to verify the actual size prior to executing this Sublease.**

2.2 **Condition**. Sublessor shall deliver the Premises to Sublessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and any items which the Sublessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Sublessee, shall be in good operating condition on said date. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Sublessor shall, as Sublessor's sole obligation with respect to such matter, except as otherwise provided in this Sublease, promptly after receipt of written notice from Sublessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Sublessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements. If Sublessee does not give Sublessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Sublessee at Sublessee's sole cost and expense.

2.3 **Compliance**. Sublessor warrants that any improvements, alterations or utility installations made or installed by or on behalf of Sublessor to or on the Premises comply with all applicable covenants or restrictions of record and applicable building codes, regulations and ordinances ("**Applicable Requirements**") in effect on the date that they were made or installed. Sublessor makes no warranty as to the use to which Sublessee will put the Premises or to modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Sublessee's use. **NOTE: Sublessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Sublessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Sublessor shall, except as otherwise provided, promptly after receipt of written notice from Sublessee setting forth with specificity the nature and extent of such non-compliance, rectify the same.

2.4 **Acknowledgements**. Sublessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Sublessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Sublessee's intended use, (c) Sublessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Sublessor, (e) the square footage of the Premises was not material to Sublessee's decision to sublease the Premises and pay the Rent stated herein, and (f) neither Sublessor, Sublessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Sublease. In addition, Sublessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Sublessee's ability to honor the Sublease or suitability to occupy the Premises, and (ii) it is Sublessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

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2.5 **Americans with Disabilities Act**. In the event that as a result of Sublessee's use, or intended use, of the Premises the Americans with Disabilities Act or any similar law requires modifications or the construction or installation of improvements in or to the Premises, Building, Project and/or Common Areas, the Parties agree that such modifications, construction or improvements shall be made at: ☐ Sublessor's expense ☒ Sublessee's expense.

3. **Possession.**

3.1 **Early Possession**. Any provision herein granting Sublessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Sublessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Sublease (including but not limited to the obligations to pay Sublessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall, however, be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.2 **Delay in Commencement**. Sublessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises by the Commencement Date. If, despite said efforts, Sublessor is unable to deliver possession as agreed, the rights and obligations of Sublessor and Sublessee shall be as set forth in Paragraph 3.3 of the Master Lease (as modified by Paragraph 6.3 of this Sublease).

3.3 **Sublessee Compliance**. Sublessor shall not be required to tender possession of the Premises to Sublessee until Sublessee complies with its obligation to provide evidence of insurance. Pending delivery of such evidence, Sublessee shall be required to perform all of its obligations under this Sublease from and after the Start Date, including the payment of Rent, notwithstanding Sublessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Sublessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Sublessor may elect to withhold possession until such conditions are satisfied.

4. **Rent and Other Charges**.

4.1 **Rent Defined**. All monetary obligations of Sublessee to Sublessor under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("**Rent**"). Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

4.2 **Utilities**. Sublessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon.

5. **Security Deposit**. The rights and obligations of Sublessor and Sublessee as to said Security Deposit shall be as set forth in Paragraph 5 of the Master Lease (as modified by Paragraph 6.3 of this Sublease).

6. **Master Lease**.

6.1 Sublessor is the lessee of the Premises by virtue of the "**Master Lease**", wherein Euclid Business Center, LLC is the lessor, hereinafter the "**Master Lessor**".

6.2 This Sublease is and shall be at all times subject and subordinate to the Master Lease.

6.3 The terms, conditions and respective obligations of Sublessor and Sublessee to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the Master Lease. Therefore, for the purposes of this Sublease, wherever in the Master Lease the word "Lessor" is used it shall be deemed to mean the Sublessor herein and wherever in the Master Lease the word "Lessee" is used it shall be deemed to mean the Sublessee herein.

6.4 During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee does hereby expressly assume and agree to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease except for the following paragraphs which are excluded therefrom: _____

6.5 The obligations that Sublessee has assumed under paragraph 6.4 hereof are hereinafter referred to as the "**Sublessee's Assumed Obligations**". The obligations that sublessee has not assumed under paragraph 6.4 hereof are hereinafter referred to as the "**Sublessor's Remaining Obligations**".

6.6 Sublessee shall hold Sublessor free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys fees, arising out of Sublessee's failure to comply with or perform Sublessee's Assumed Obligations.

6.7 Sublessor agrees to maintain the Master Lease during the entire term of this Sublease, subject, however, to any earlier termination of the Master Lease without the fault of the Sublessor, and to comply with or perform Sublessor's Remaining Obligations and to hold Sublessee free and harmless from all liability, judgments, costs, damages, claims or demands arising out of Sublessor's failure to comply with or perform Sublessor's Remaining Obligations.

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6.8 Sublessor represents to Sublessee that the Master Lease is in full force and effect and that no default exists on the part of any Party to the Master Lease.

7. **Assignment of Sublease and Default.**

7.1 Sublessor hereby assigns and transfers to Master Lessor Sublessor's interest in this Sublease, subject however to the provisions of Paragraph 8.2 hereof.

7.2 Master Lessor, by executing this document, agrees that until a Default shall occur in the performance of Sublessor's Obligations under the Master Lease, that Sublessor may receive, collect and enjoy the Rent accruing under this Sublease. However, if Sublessor shall Default in the performance of its obligations to Master Lessor then Master Lessor may, at its option, receive and collect, directly from Sublessee, all Rent owing and to be owed under this Sublease. In the event, however, that the amount collected by Master Lessor exceeds Sublessor's obligations any such excess shall be refunded to Sublessor. Master Lessor shall not, by reason of this assignment of the Sublease nor by reason of the collection of the Rent from the Sublessee, be deemed liable to Sublessee for any failure of the Sublessor to perform and comply with Sublessor's Remaining Obligations.

7.3 Sublessor hereby irrevocably authorizes and directs Sublessee upon receipt of any written notice from the Master Lessor stating that a Default exists in the performance of Sublessor's obligations under the Master Lease, to pay to Master Lessor the Rent due and to become due under the Sublease. Sublessor agrees that Sublessee shall have the right to rely upon any such statement and request from Master Lessor, and that Sublessee shall pay such Rent to Master Lessor without any obligation or right to inquire as to whether such Default exists and notwithstanding any notice from or claim from Sublessor to the contrary and Sublessor shall have no right or claim against Sublessee for any such Rent so paid by Sublessee.

7.4 No changes or modifications shall be made to this Sublease without the consent of Master Lessor.

8. **Consent of Master Lessor.**

8.1 In the event that the Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor then, this Sublease shall not be effective unless, within 10 days of the date hereof, Master Lessor signs this Sublease thereby giving its consent to this Subletting.

8.2 In the event that the obligations of the Sublessor under the Master Lease have been guaranteed by third parties then neither this Sublease, nor the Master Lessor's consent, shall be effective unless, within 10 days of the date hereof, said guarantors sign this Sublease thereby giving their consent to this Sublease.

8.3 In the event that Master Lessor does give such consent then:

(a) Such consent shall not release Sublessor of its obligations or alter the primary liability of Sublessor to pay the Rent and perform and comply with all of the obligations of Sublessor to be performed under the Master Lease.

(b) The acceptance of Rent by Master Lessor from Sublessee or any one else liable under the Master Lease shall not be deemed a waiver by Master Lessor of any provisions of the Master Lease.

(c) The consent to this Sublease shall not constitute a consent to any subsequent subletting or assignment.

(d) In the event of any Default of Sublessor under the Master Lease, Master Lessor may proceed directly against Sublessor, any guarantors or any one else liable under the Master Lease or this Sublease without first exhausting Master Lessor's remedies against any other person or entity liable thereon to Master Lessor.

(e) Master Lessor may consent to subsequent sublettings and assignments of the Master Lease or this Sublease or any amendments or modifications thereto without notifying Sublessor or any one else liable under the Master Lease and without obtaining their consent and such action shall not relieve such persons from liability.

(f) In the event that Sublessor shall Default in its obligations under the Master Lease, then Master Lessor, at its option and without being obligated to do so, may require Sublessee to attorn to Master Lessor in which event Master Lessor shall undertake the obligations of Sublessor under this Sublease from the time of the exercise of said option to termination of this Sublease but Master Lessor shall not be liable for any prepaid Rent nor any Security Deposit paid by Sublessee, nor shall Master Lessor be liable for any other Defaults of the Sublessor under the Sublease.

(g) Unless directly contradicted by other provisions of this Sublease, the consent of Master Lessor to this Sublease shall not constitute an agreement to allow Sublessee to exercise any options which may have been granted to Sublessor in the Master Lease (see Paragraph 39.2 of the Master Lease).

8.4 The signatures of the Master Lessor and any Guarantors of Sublessor at the end of this document shall constitute their consent to the terms of this Sublease.

8.5 Master Lessor acknowledges that, to the best of Master Lessor's knowledge, no Default presently exists under the Master Lease of obligations to be performed by Sublessor and that the Master Lease is in full force and effect.

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8.6 In the event that Sublessor Defaults under its obligations to be performed under the Master Lease by Sublessor, Master Lessor agrees to deliver to Sublessee a copy of any such notice of default. Sublessee shall have the right to cure any Default of Sublessor described in any notice of default if Sublessee does so within the same number of days set forth in the notice of default given to Sublessor. If such Default is cured by Sublessee then Sublessee shall have the right of reimbursement and offset from and against Sublessor.

9. **Additional Brokers Commissions**.

9.1 Sublessor agrees that if Sublessee exercises any option or right of first refusal as granted by Sublessor herein, or any option or right substantially similar thereto, either to extend the term of this Sublease, to renew this Sublease, to purchase the Premises, or to lease or purchase adjacent property which Sublessor may own or in which Sublessor has an interest, then Sublessor shall pay to Broker a fee in accordance with the schedule of Broker in effect at the time of the execution of this Sublease. Notwithstanding the foregoing, Sublessor's obligation under this Paragraph is limited to a transaction in which Sublessor is acting as a Sublessor, lessor or seller.

9.2 If a separate brokerage fee agreement is attached then Master Lessor agrees that if Sublessee shall exercise any option or right of first refusal granted to Sublessee by Master Lessor in connection with this Sublease, or any option or right substantially similar thereto, either to extend or renew the Master Lease, to purchase the Premises or any part thereof, or to lease or purchase adjacent property which Master Lessor may own or in which Master Lessor has an interest, or if Broker is the procuring cause of any other lease or sale entered into between Sublessee and Master Lessor pertaining to the Premises, any part thereof, or any adjacent property which Master Lessor owns or in which it has an interest, then as to any of said transactions, Master Lessor shall pay to Broker a fee, in cash, in accordance with the schedule attached to such brokerage fee agreement.

9.3 Any fee due from Sublessor or Master Lessor hereunder shall be due and payable upon the exercise of any option to extend or renew, upon the execution of any new lease, or, in the event of a purchase, at the close of escrow.

9.4 Any transferee of Sublessor's interest in this Sublease, or of Master Lessor's interest in the Master Lease, by accepting an assignment thereof, shall be deemed to have assumed the respective obligations of Sublessor or Master Lessor under this Paragraph 9. Broker shall be deemed to be a third-party beneficiary of this paragraph 9.

10. **Representations and Indemnities of Broker Relationships**. The Parties each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Sublease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Sublessee and Sublessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

11. **Attorney's fees**. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Sublessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

12. **No Prior or Other Agreements; Broker Disclaimer**. This Sublease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Sublessor and Sublessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Sublease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. The liability (including court costs and attorneys' fees), of any Broker with respect to negotiation, execution, delivery or performance by either Sublessor or Sublessee under this Sublease or any amendment or modification hereto shall be limited to an amount up to the fee received by such Broker pursuant to this Sublease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker. Signatures to this Sublease accomplished by means by electronic signature or similar technology shall be legal and binding.

13. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☐ Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by

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the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR CRE OR BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS SUBLEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS SUBLEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR SUBLESSEE'S INTENDED USE.

WARNING: IF THE SUBJECT PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE SUBLEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

Executed at:	Executed at:
On: 2023-10-06	On:
By Sublessor:	**By Sublessee:**
Son Trung Nguyen	Highland Community Charter and Technical Schools
DocuSigned by:	
By: Son Nguyen	By:
Name Printed: Son Nguyen	Name Printed: Murdock Smith
Title:	Title: Executive Director
Phone: (510) 698-1014	Phone: (916) 844-2283
Fax:	Fax:
Email: real.estate@7leavescafe.com	Email: doc.smith@hccts.org
By:	By:
Name Printed:	Name Printed:
Title:	Title:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Address: 16052 Beach Blvd #240 Huntington Beach, CA 92647	Address: 1333 Grand Ave Sacramento, CA 95838
Federal ID No.:	Federal ID No.: 46-1190967

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BROKER
N/A

Att: N/A
Title:
Address:

Phone:
Fax:
Email:
Federal ID No.:
Broker DRE License #:
Agent DRE License #:

Consent to the above Sublease is hereby given.
Executed at:
On:

By Master Lessor:

By:
Name Printed:
Title:
Phone:
Fax:
Email:

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address:

Federal ID No.

BROKER

Att:
Title:
Address:

Phone:
Fax:
Email:
Federal ID No.:
Broker DRE License #:
Agent DRE License #:

Executed at:
On:

By Guarantor:

By:
Name Printed: Murdock Smith
Title: Executive Director
Address: 1333 Grand Ave, Sacramento, CA 95838

By:
Name Printed: Murdock Smith
Title: Ex Dir
Address: 1333 Grand Ave, SAC CA. 95838

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AIR CRE contracts

ADDENDUM

Date: September 29, 2023

By and Between

Lessor: Son Trung Nguyen

Lessee: Highland Community Charter and Technical Schools

Property Address: 14361 Euclid Street, Suite 3C and Suite 3D
Garden Grove CA 92843
(street address, city, state, zip)

Paragraph _____

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

1. This Sublessee shall be and remain at all times subject and subordinate to the terms of the Master Lease (dated March 5, 2018) and Amendment to Lease Extension (dated March 18, 2019) for the property at located 14361 Euclid Street Unit 3C & 3D.

2. Sublessee accepts the property as-is. Sublessee is responsible for repair and maintenance of the space throughout the duration of the lease.

3. Sublessee will provide insurance naming "7 Leaves Euclid, Inc, 7 Leaves Holding Inc, and Son Trung Nguyen as additional insured."

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Michael Trang, 7171 Warner Ave STE B14 Huntington Beach CA 92647
Phone: 7146006402 Fax: Michael Trang 14361 Euclid St.

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Certificate Of Completion

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Certificate Pages: 1
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EnvelopeId Stamping: Enabled
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Signatures: 1
Initials: 8

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Envelope Originator:
Michael Trang
7071 Warner Avenue F14
Huntington Beach, CA 92647
mike@redcoralgroup.com
IP Address: 47.181.69.172

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10/6/2023 11:46:17 AM

Holder: Michael Trang
mike@redcoralgroup.com

Location: DocuSign

Signer Events	Signature	Timestamp
Son Nguyen realestate@7leavescafe.com Security Level: Email, Account Authentication (None)	DocuSigned by: Son Nguyen 571463953C454BF...	Sent: 10/6/2023 11:52:48 AM Resent: 10/6/2023 11:53:58 AM Viewed: 10/6/2023 11:54:21 AM Signed: 10/6/2023 11:54:44 AM
	Signature Adoption: Pre-selected Style Using IP Address: 47.181.69.172	

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Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Michael Trang michael.trang@7leavescafe.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/6/2023 11:54:45 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/6/2023 11:52:48 AM
Envelope Updated	Security Checked	10/6/2023 11:53:57 AM
Certified Delivered	Security Checked	10/6/2023 11:54:21 AM
Signing Complete	Security Checked	10/6/2023 11:54:44 AM
Completed	Security Checked	10/6/2023 11:54:45 AM

Payment Events	Status	Timestamps

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STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties:** This Lease (**"Lease"**), dated for reference purposes only October 11, 2023, is made by and between Nava Law Firm ("Lessor") and Highlands Community Charter and Technical Schools ("Lessee"), (collectively the **"Parties"**, or individually a **"Party"**).

1.2(a) **Premises:** That certain portion of the Project, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state): 560 South A Street Suite B Oxnard CA (**"Premises"**). The Premises are located in the County of Ventura, and are generally described as (describe briefly the nature of the Premises and the "Project"): Approximately 3,595 Rentable square feet, herein after refered to as Suite B.

In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises (**"Building"**) and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the **"Project."** (See also Paragraph 2)

1.2(b) **Parking:** 4 Reserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** 3 years and 0 months **("Original Term")** commencing January 1, 2024 **("Commencement Date")** and ending December 31, 2026 **("Expiration Date")**. (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing _____ **("Early Possession Date")**. (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $ 5,394.00 per month **("Base Rent")**, payable on the First day of each month commencing January 1, 2024. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 51

1.6 **Lessee's Share of Common Area Operating Expenses:** Fourty Four percent (44.000 %) **("Lessee's Share")**. In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $ 5,394.00 for the period January 2024.

(b) **Common Area Operating Expenses:** The current estimate for the period _____ is _____.

(c) **Security Deposit:** $ 5,722.49 **("Security Deposit")**. (See also Paragraph 5)

(d) **Other:** $ _____ for _____.

(e) **Total Due Upon Execution of this Lease:** $ 11,116.49.

1.8 **Agreed Use:** Administration / classroom space for Highlands Community Charter and Technical Schools. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the **"Insuring Party"**. (See also Paragraph 8)

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Highland Charter

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1.10 **Real Estate Brokers**: (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Buenger Commercial Real Estate
License No. 01378022 Is the broker of (check one): ☐ the Lessor; or ☒ both the Lessee and Lessor (dual agent).
Lessor's Agent Jesus Camacho
License No. 02024505 Is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☒ both the Lessee's Agent and the Lessor's Agent (dual agent).
Lessee's Brokerage Firm _____
License No. _____ Is the broker of (check one): ☒ the Lessee; or ☐ both the Lessee and Lessor (dual agent).
Lessee's Agent _____
License No. _____ Is (check one): ☒ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers**: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Broker the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 50 through 52 ;
☐ a site plan depicting the Premises;
☐ a site plan depicting the Project;
☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☐ other (specify): _____

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or

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Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

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2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) The following costs relating to the ownership and operation of the Project are defined as **"Common Area Operating Expenses"**:

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owner's association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

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(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.
(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).
(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).
(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.
(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.
(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.
(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit**. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or

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electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent**. The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make

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such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's **"Lender"** (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.**

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or an extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

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7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

8.1 **Payment of Premium Increases.**

(a) As used herein, the term **"Insurance Cost Increase"** is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The **"Base Premium"** shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use

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possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance.**

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any

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deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as

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soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.**

(a) **"Real Property Taxes."** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term **"Base Real Property Taxes"** shall be the amount of Real Property Taxes, which are assessed against the Premises, Building, Project or Common Areas in the calendar year during which the Lease is executed. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When

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possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

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(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach**. A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

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(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture**. Any agreement for free or abated rent or other charges, the cost of tenant improvement for lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest (**"Interest"**) charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

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14. **Condemnation**. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor**. The term **"Lessor"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability**. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days**. Unless otherwise specifically indicated to the contrary, the word **"days"** as used in this Lease shall mean and refer to calendar days.

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20. **Limitation on Liability**. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence**. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer**. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice

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is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover**. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies**. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement**. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law**. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor; (c) be bound by prepayment of more than one month's rent; or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees**. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem

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necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions**. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs**. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger**. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession**. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options**. If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 **Definition**. **"Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures**. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations**. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest**. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall

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be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict**. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer**. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments**. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☒ Have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

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The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:	Executed at:
On:	On:
By LESSOR:	**By LESSEE:**
Nava Law Firm	Highlands Community Charter and Technical Schools
By: DocuSigned by: Cesar Nava 10/27/2023	By:
Name Printed: Cesar Nava	Name Printed: Murdock Smith
Title: Property Owner	Title: CEO / Executive Director
Phone: (805) 483-2465	Phone: (916) 844-2283
Fax:	Fax:
Email: chnava@navalaw.com	Email: doc.smith@hccts.org
By:	By:
Name Printed:	Name Printed:
Title:	Title:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Address:	Address:
Federal ID No.	Federal ID No.
BROKER:	**BROKER:**
Buenger Commercial Real Estate	
Att: Jesus Camacho	Att:
Title: Broker Associate	Title:
Address: 3600 South Harbor Blvd	Address:
Phone: (805) 797-5121	Phone:
Fax: (805) 725-3122	Fax:
Email: Jesus@BuengerInc.com	Email:
Federal ID No.	Federal ID No.
Broker DRE License #: 01378022	Broker DRE License #:
Agent DRE License #: 02024505	Agent DRE License #:

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AIRCRE contracts

ADDENDUM

Date: October 9, 2023

By and Between

Lessor: Nava Law Firm

Lessee: Highlands Community Charter and Technical Schools

Property Address: 560 South A Street
Oxnard CA 93030
(street address, city, state, zip)

Paragraph 50

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

UTILITIES:

LESSEE WILL BE BILLED MONTHLY, ON A PRO-RATA BASIS FOR ELECTRICAL USAGE. LESSEE OCCUPIES 44% OF THE BUILDING AREA, AND WILL BE BILLED ACCORDINGLY.

Lessor agrees to warranty HVAC system, for six (6) months after possession, lessee agrees to contract with HVAC service provider, to service HVAC equipment for remainder of the lease.

Landlord grants exclusive use of the 4 parking spaces.

Landlord's work: Lessor agrees to install flooring in leased suite.

Signage: Lessee, at Lessee's sole cost, shall have the right to place its business sign on the Premises, provided such business sign criteria is in compliance with City of Oxnard code, and Lessor's standard sign criteria for the Premises. Lessee's sign shall be subject to Lessor's approval, which shall not be unreasonably withheld.

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AIRCRE contracts

RENT ADJUSTMENT(S)
STANDARD LEASE ADDENDUM

Dated October 11, 2023

By and Between

Lessor: Nava Law Firm

Lessee: Highlands Community Charter and Technical Schools

Property Address: 560 South A Street
Oxnard CA 93030
(street address, city, state, zip)

Paragraph 51

A. **RENT ADJUSTMENTS:**

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below:

(Check Method(s) to be Used and Fill in Appropriately)

☐ **I. Cost of Living Adjustment(s) (COLA)**

a. On (Fill in COLA Dates): _____

the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area):

_____

All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): the ☐ first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"): _____. The sum so calculated shall constitute the new monthly rent hereunder, but in no event, shall any such new monthly rent be less than the rent payable for the month immediately preceding the rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

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☐ **II. Market Rental Value Adjustment(s) (MRV)**

a. On (Fill in MRV Adjustment Date(s)): _____

the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party ☐ appraiser or ☐ broker (**"Consultant"** - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e., the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but no limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

3) Notwithstanding the foregoing, the new MRV shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and

2) the first month of each Market Rental Value term shall become the new 'Base Month' for the purpose of calculating any further Adjustments.

☒ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:
January 1, 2025	$5,555.82
January 1, 2026	$5,722.49

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OPTION(S) TO EXTEND TERM
STANDARD LEASE ADDENDUM

Dated: October 11, 2023

By and Between

Lessor: Nava Law Firm

Lessee: Highlands Community Charter and Technical Schools

Property Address: 560 South A Street
Oxnard CA 93030
(street address, city, state, zip)

Paragraph 52 **OPTION(S) TO EXTEND TERM.** Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee One (1) option(s) to extend the term of the Lease (**"Extension Option(s)"**), with each Extension Option being for a term of 36 months, commencing when the prior term expires (**"Option Term(s)"**). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least 3 but not more than 6 months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below *(check method(s) to be used and fill in appropriately)*:

☐ **I. Consumer Price Index.**

(a) During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) (**"Option Term CPI Increase Date(s)"**) commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.

(b) The term **"Option TermCPI"** shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for *(select one)*: ☐ CPIW (UrbanWage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for *(fill in Urban Area)*: _____ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term **"Option Term Comparison CPI"** shall mean the CPI of the \calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term **"Option Term Base CPI"** shall mean the CPI of the calendar month which is 2 full months prior to *(select one)*:☐ Commencement Date of the Original Term, ☐ start of the applicable Option Term, or ☐ *(fill in month)* _____.

(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

☐ **II. Fixed Percentage.** During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) (**"Option Term Percentage Increase Date(s)"**) by _____ percent (_____%) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

☐ **III. Fair Market Value.**

(a) During the Option Term(s) which start(s) on _____, the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("FairMarket Value"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days (**"Negotiation Period"**) attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.

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(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("**Submitted Value(s)**"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected arbitrator who shall meet the qualifications set forth herein ("**Advocate Arbitrator(s)**"). Lessor and Lessee may select an Advocate Arbitrator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Arbitrator, consult with such Party's Advocate Arbitrator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Arbitrator, then the other Party's Submitted Value shall be the Fair Market Value.

(c) If both Parties timely and properly designate Advocate Arbitrators, then such Advocate Arbitrators shall, within fifteen (15) days after their selection, choose a third (3rd) neutral arbitrator who shall meet the qualifications set forth herein ("**Neutral Arbitrator**"). The Neutral Arbitrator shall be engaged jointly by Lessor and Lessee. If Advocate Arbitrators fail to agree upon and timely appoint a Neutral Arbitrator, then the President of AIR CRE shall appoint such Neutral Arbitrator within fifteen (15) days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Arbitrator, then either Partymay file an appropriate legal action for a judge with competent jurisdiction over the Parties to appoint the Neutral Arbitrator.

(d) The Advocate Arbitrators and the Neutral Arbitrator ("**Arbitrator(s)**") shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Arbitrator shall additionally not be related to or affiliated with either Party or Advocate Arbitrator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Arbitrators shall be decided by a majority vote of the Arbitrators, with each Arbitrator having one (1) vote. The Arbitrators may, as the Arbitrators determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Arbitrator, the three Arbitrators shall first reach a decision as to their own independent opinion of the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein ("**Arbitrators' Market Value**"), then decide which Party's Submitted Value is closer in monetary amount to the Arbitrators'Market Value ("**Selected Market Value**"), then provide the Parties a copy of the Arbitrators' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Arbitrators shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Arbitrators shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Arbitrators decide the Selected Market Value, pay the fees and costs of all three (3) Arbitrators.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the FairMarket Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Arbitrators, in deciding the Arbitrators' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable location, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Arbitrators, in deciding the Arbitrators' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Arbitrators, in deciding the Arbitrators' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

☒ **IV. Fixed Rental Adjustment(s) ("FRA").**

Themonthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):	The new Base Rent shall be:
January 1, 2027	3% over last period and annually through the option period

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☐ **V. Continuation of Original Term Adjustments.**
The monthly Base Rent during the Option Term(s) which start(s) on _____ shall be increased in accordance with the same formula formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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SECOND AMENDMENT TO STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE – NNN dated July 24, 2023 ("Lease") wherein Ethan Conrad, an individual is referred to as "Lessor" and Highlands Community Charter and Technical School, a California non-profit organization, is referred to as "Lessee" with reference to the Premises located at 4350 Raley Blvd., Suite 300 Sacramento, County of Sacramento, State of California

This Second Amendment shall, in the event of a conflict, supersede any provisions as set forth in the Lease.

As an item of clarification all terms set forth in the Lease shall remain unchanged except as described herein.

All capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Lease.

ADDITIONAL PROVISIONS:

1. **LEASE TERMINATION:**

   The Lease shall be terminated effective May 31, 2025, ("Lease Termination Effective Date").

2. **SECURITY DEPOSIT:**

   The Security Deposit of $10,356.00 shall be retained by Lessee as additional consideration for the termination of the Lease as provided herein.

3. **LEASE TERMINATION PARTIAL REIMBURSEMENT:**

   During the construction of the Premises in accordance with the Lease, Lessee has paid Lessor a total of $80,962.00 in Base Rent, CAM Charges and Security Deposit for its partial use of the Premises for Storage and Warehouse purposes.

   As consideration for the partial use of the Premises, Lessor agrees to reimburse Lessee within ten (10) business days from the full execution of this Lease Amendment, the amount of $50,606.00, which is the sum of the below items:

Pre-Paid Rent and Security Deposit:	$80,962.00
Rent Balance Retained by Lessor:	($20,000.00)
Security Deposit Retained by Lessor:	($10,356.00)
Total Payment Due Lessee:	$50,606.00

AGREED AND ACCEPTED:
LESSOR: **Ethan Conrad, an individual**

By: DocuSigned by: Ethan Conrad A5A6A4EFEA9B4D3...
Ethan Conrad

Date: 06/06/2025

AGREED AND ACCEPTED:
LESSEE: **Highlands Community Charter And Technical School, a California Non-profit organization**

By: Signed by: Bill McGuire 8CE05B026B45451...
William McGuire, Executive Director

Date: 06/05/2025

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

4/30/2025

Grant Keeney
Ethan Conrad Properties
1300 National Drive, Suite 100
Sacramento, CA. 95834

Re: Termination of Lease – 4350 Raley Boulevard, Suite 300, Sacramento, CA

Dear Mr. Keeney,

I am writing on behalf of Highlands Community Charter and Technical Schools ("Lessee"), regarding the Lease Agreement with an effective date of 15 September 2023 for the premises located at 4350 Raley Boulevard, Suite 300, Sacramento, CA 95838 (the "Premises"), and entered into with Ethan Conrad ("Lessor").

As the parties know, Lessor has been unable to deliver possession of the Premises within 120 days of the Commencement Date. Therefore, according to Paragraph 3.3 of the Lease, "… this Lease shall terminate… ." Further, having not received the benefit of its bargain, Lessee requests a refund of rents it has paid including its security deposit.

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Please confirm receipt of this notice and advise of any administrative steps necessary to finalize this matter.

If you have any questions, please do not hesitate to contact me at (916) 937-1719.

Sincerely,

Matthew Lemos, Chief Business Official

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STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only July 24, 2023, is made by and between Ethan Conrad, an individual ("**Lessor**") and Highlands Community Charter and Technical School, a California non-profit organization ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 4350 Raley Boulevard, Suite 300, Sacramento, CA 95838 ("**Premises**"). The Premises are located in the County of Sacramento, and are generally described as (describe briefly the nature of the Premises and the "Project"): 10,751 SF warehouse space and 779 SF of office space, totaling approximately 11,530 SF. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking:** 21 unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** five (5) years and two (2) months ("**Original Term**") commencing September 15, 2023 ("**Commencement Date**") and ending November 14, 2028 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon mutual lease execution ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $8,852.00 per month ("**Base Rent**"), payable on the first day of each month commencing November 15, 2023. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Common Area Operating Expenses:** twenty-six and sixty-nine hundredths percent (26.69 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $8,852.00 for the period November 15, 2023 - December 14, 2023.

(b) **Common Area Operating Expenses:** The current estimate for the period November 15, 2023 - December 14, 2023 is $1,268.00.

(c) **Security Deposit:** $10,356.00 ("**Security Deposit**"). (See also Paragraph 5)

(d) **Other:** N/A for N/A.

(e) **Total Due Upon Execution of this Lease:** $20,476.00.

1.8 **Agreed Use**: Typical warehouse and office use for a facilities maintenance team primarily storing equipment and vehicles. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation**: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Ethan Conrad Properties, Inc. License No. 01298662 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Connor Finch License No. 02083873 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Ethan Conrad Properties, Inc. License No. 01298662 Is the broker of (check one): ☑ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Grant Keeney License No. 00891996 is (check one): ☑ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of -- or -- % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 50 through 53;
☑ a site plan depicting the Premises;
☑ a site plan depicting the Project;
☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☐ other (specify): _____.

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6

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months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

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3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

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3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) "**Common Area Operating Expenses**" are defined, for purposes of this Lease, as all costs relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge to compensate Lessor for additional time and expenses incurred in handling the dishonored payment and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall bear interest or be considered prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

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6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for

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Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations**.

(a) **Definitions**. The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds**. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration**.

(a) **Ownership**. Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal**. By delivery to Lessee of written notice from Lessor ~~not earlier than 90 and not later than 30 days~~ prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premiums**. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance**.

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to

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be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value**.

(a) **Building and Improvements**. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value**. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises**. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements**. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance**.

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees . If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss**. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such

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event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss**. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

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(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting**.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. In the event Lessee requests Lessor be responsible for negotiating the entire assignment or subletting including drafting all agreements and obtaining financial information, the fee is $2,000. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting**. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach**. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to (i) make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, (ii) to provide reasonable evidence of insurance or surety bond, or (iii) to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "~~debtor~~" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where

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possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. Lessor and Lessee agree that the damages to be incurred by the Lessor in the event of Lessee's default of the Lease would be difficult or impossible to calculate and the parties therefore intend to provide by the foregoing for liquidated damages and not a penalty and agree that the sum provided is a reasonable pre-estimate of the probable loss. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

~~15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was~~

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~~executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.~~

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by

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agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, for the remainder of the term hereof and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

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35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary; (ii) to cause the recordation of parcel maps and restrictions; and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the

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arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:
On: 08/10/2023

By LESSOR:
Ethan Conrad, an individual

By: DocuSigned by: Ethan Conrad A5A6A4EFFA9B4D3...
Name Printed: Ethan Conrad
Title:
Phone: 916.779.1000
Fax: 916-779-1200
Email: ethan@ethanconradprop.com

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address: 1300 National Dr. #100 Sacramento, CA. 95834
Federal ID No.:

Executed at:
On: 08/04/2023

By LESSEE:
Highlands Community Charter and Technical School, a California non-profit organization

By: DocuSigned by: Doc Smith 6AA7C3E2A596490...
Name Printed: Murdock Smith
Title: Executive Director
Phone:
Fax:
Email:

By:
Name Printed:
Title:
Phone:
Fax:
Email:

Address: 4350 Raley Boulevard, Suite 300, Sacramento , CA 95838
Federal ID No.:

BROKER
Ethan Conrad Properties, Inc.

Attn: Connor Finch
Title: Vice President

Address: 1300 National Dr, Suite 100, Sacramento
Phone: 831.233.4583
Fax: 916.779.1200
Email: connor@ethanconradprop.com
Federal ID No.:
Broker DRE License #: 01298662
Agent DRE License #: 02083873

BROKER
Ethan Conrad Properties, Inc.

Attn: Grant Keeney
Title: Senior Vice President

Address: 1300 National Dr. Suite 100 Sacramento, CA 95834
Phone: 916-600-0504
Fax: 916.779.1200
Email: grant@ethanconradprop.com
Federal ID No.:
Broker DRE License #: 01298662
Agent DRE License #: 00891996

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ADDENDUM TO STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NNN
dated July 24, 2023,
wherein Ethan Conrad, an individual is referred to as "Lessor"
and Highlands Community Charter and Technical School, a California non-profit organization, is referred to as "Lessee"
with reference to the Premises located at 4350 Raley Blvd., Suite 300
Sacramento, County of Sacramento, State of California

This Addendum shall, in the event of a conflict, supersede any provisions as set forth in the Lease.

As an item of clarification all terms set forth in the Lease shall remain unchanged except as described herein.

For clarity, the Premises have not undergone an inspection by a Certified Access Specialist.

All capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Lease.

ADDITIONAL PROVISIONS:

50. MONTHLY BASE RENT SCHEDULE:

September 15, 2023 – November 14, 2023:	Free
November 15, 2023 – October 31, 2024:	$8,852.00
November 1, 2024 – October 31, 2025:	$9,206.00
November 1, 2025 – October 31, 2026:	$9,574.00
November 1, 2026 – October 31, 2027:	$9,957.00
November 1, 2027 – November 14, 2028:	$10,356.00

In addition to the above-described Base Monthly Rent, Lessee shall pay to Lessor Lessee's Share of Common Area Operating Expenses (which as of Lease execution are currently estimated to be $1,268.00 per month) commencing on November 15, 2023, and on a monthly basis on the first of each month throughout the Term of this Lease.

51. BUILDING SIGNAGE:

Lessee shall have the right to install one sign on the building above the storefront entry within the city's signage criteria. Lessee shall obtain Lessor's prior consent as to the appearance of Lessee's signage before installing such. Except for the aforementioned building sign, Lessee shall not place any signs which are visible from the exterior of the Premises without Lessor's prior written consent, which will not be unreasonably withheld. For further clarity, this includes all "window signage" that can be seen from the exterior of the Premises. In the event that Lessee violates any of these provisions, Lessor will have the right to remove such non-approved signage and dispose of such without prior notice.

52. EARLY POSSESSION:

In reference to section 1.4 of this Lease, Lessee shall enjoy free Early Possession of the warehouse portion of the Premises for storage purposes only, provided that Lessee does not materially interfere with Lessor's Work as described below. Early Possession is subject only to Lessor's advance receipt of (i) Lessee's required insurance obligation and (ii) funds due per Section 1.7(e) of the Lease. Lessee shall comply with all terms and conditions of the Lease, however Lessee will not pay Rent or any other amounts.

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53. LESSOR'S WORK

Lessor, at Lessor's expense, shall substantially complete the below items within forty-five (45) business days of mutual Lease execution.

The below lettered items correspond to the lettered items on the attached Exhibit A:

A. Demolish and remove fixtures, flooring and partition walls from the "L" shaped restroom and scrape concrete clean.
B. Remove existing floorings and install sheet vinyl in the two restrooms to remain and install LVT in the new breakroom.
C. Replace three (3) existing toilets.
D. Update single use restroom furthest from office to be fully ADA compliant.
E. Paint all restroom and office walls with Conrad White paint.
F. Install broadloom carpet and base in the office and reception area and new office. Lessor to provide three (3) carpet flooring samples within four (4) business days of a mutually agreed upon lease. Lessee is to provide carpet flooring selection within three (3) business days from receipt of samples from the lessor.
G. Replace two (2) doors and frames for the restrooms.
H. Cap the roof penetration in warehouse.
I. Remove paint from the warehouse floor in the approximately 3,000 square foot area.
J. Install lower cabinets and countertop (approx. 4' x 2') with sink to create breakroom. Remove existing sink and toilet, cap plumbing.
K. Remove both doors/frames from the small restroom nearest the office. Fill in the opening to the office. Widen the opening to the warehouse by 2'.
L. Construct 20'x12' office with new door and frame with large sidelight similar design as the existing doors and frames.
M. Install four (4) LED lights in new office, switch and two (2) duplex outlets.
N. Install new ducting, returns and supplies for new office HVAC.

AGREED AND ACCEPTED:
Lessor: Ethan Conrad

DocuSigned by:
By: Ethan Conrad
A5A6A4EFEA9B4D3...
Ethan Conrad

Date: 08/10/2023

AGREED AND ACCEPTED:
Lessee: Highlands Community Charter and Technical School, a California Non-profit organization

DocuSigned by:
By: Doc Smith
6AA7C3E2A596498...
Murdock Smith, Executive Director

Date: 08/04/2023

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EXHIBIT A

PREMISES

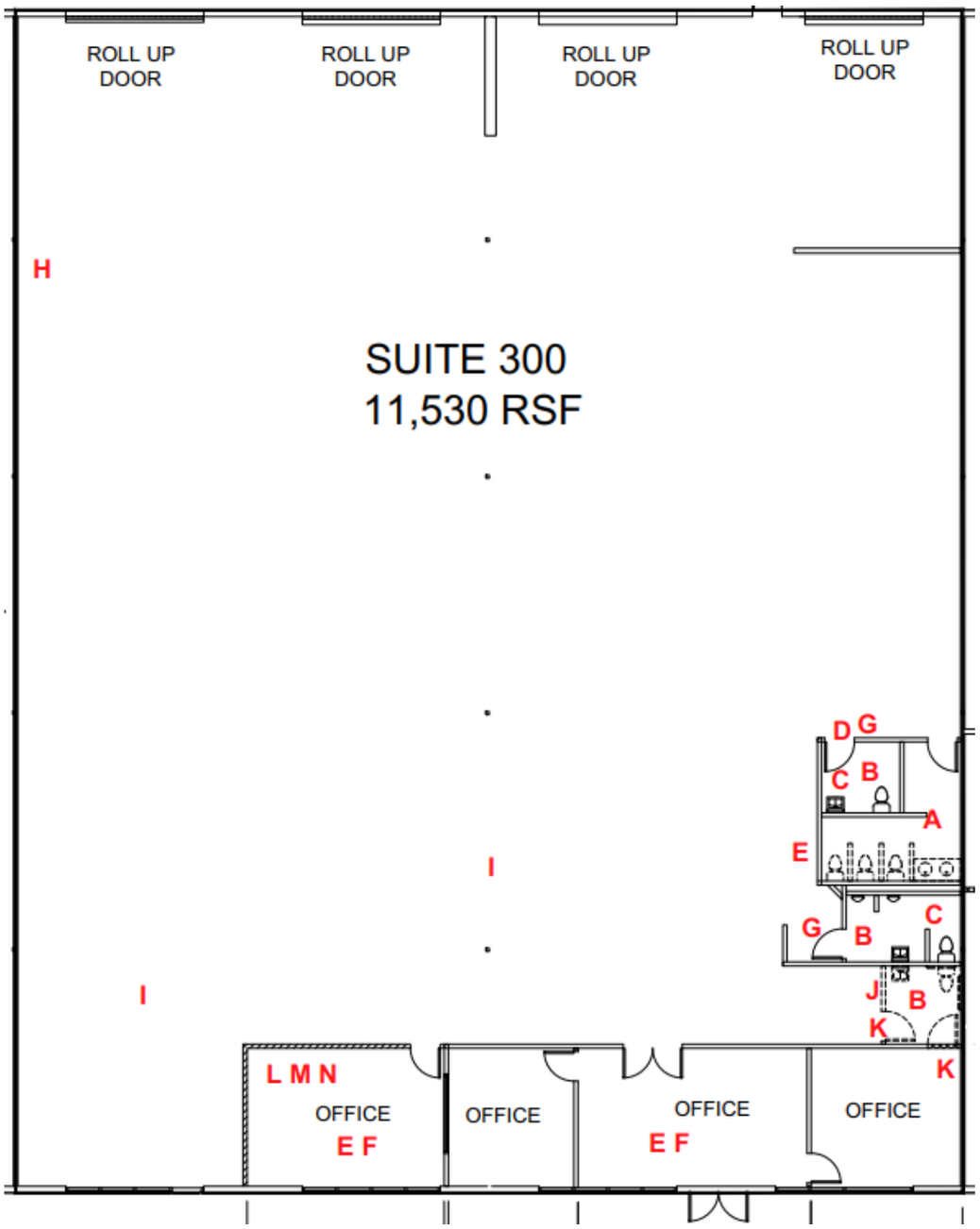

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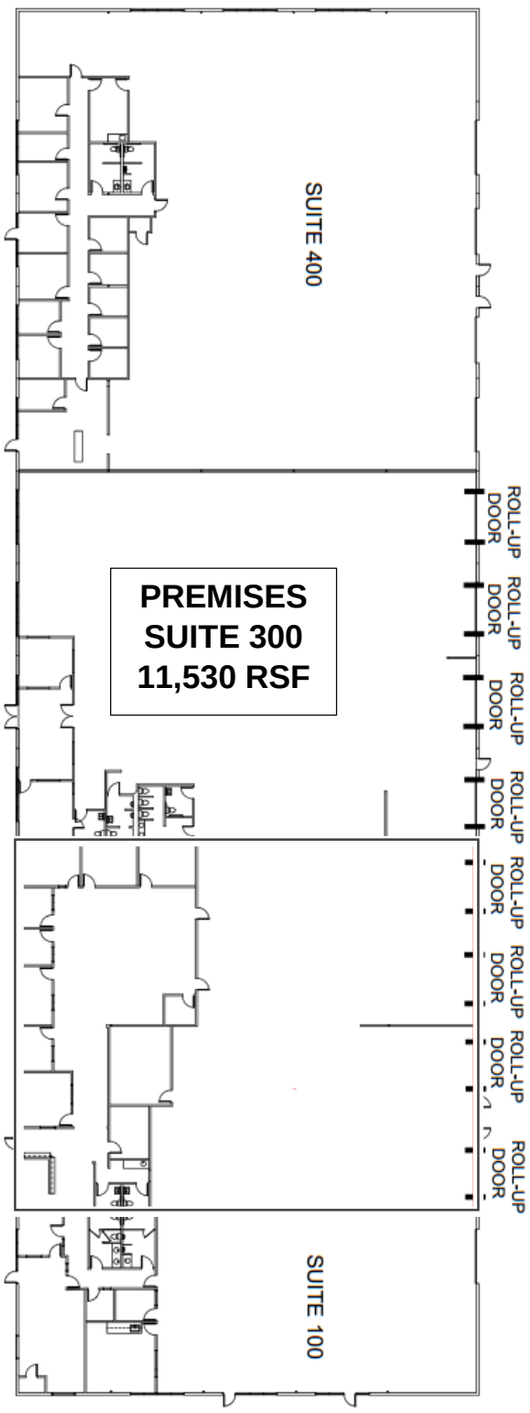
EXHIBIT B

SITE MAP



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STANDARD COMMERCIAL

MULTI-TENANT LEASE

GROSS

between

Buzz Oates Development, L.P., a California limited partnership, and **Buzz Oates LLC**, a California limited liability company

as "Landlord"

and

Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation

as "Tenant"

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STANDARD COMMERCIAL MULTI-TENANT LEASE -- GROSS
Buzz Oates Management Services

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease (**"Lease"**), dated for reference purposes only **November 4, 2024**, is made by and between **Buzz Oates LLC**, a California limited liability company, and **Buzz Oates Development, L.P.**, a California limited partnership (collectively, **"Landlord"**) and **Highlands Community Charter and Technical Schools**, a California nonprofit public benefit corporation (**"Tenant"**), (collectively the **"Parties,"** or individually a **"Party"**).

1.2(a) Premises: Suite 300 containing approximately 36,266 square feet of space, inand all improvements therein or to be provided by Landlord under the terms of this Lease, which Suite is a portion of "Building" containing approximately 47,222 square feet commonly known by the street address of 10013 Folsom Boulevard, located in the City and County of Sacramento, State of California, with zip code 95827, as outlined on **Exhibit A** attached hereto. In addition to Tenant's rights to use and occupy the Premises as hereinafter specified, Tenant shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the Building, utility and equipment rooms, structures and/or buildings, or to any other buildings in the Center (as defined below).

1.2(b) Center: Collectively, the Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, as depicted on **Exhibit A-1**. (Also see Paragraph 2.)

1.2(c) Parking: Pro rata share of vehicle parking spaces available to the Center, generally depicted on **Exhibit A-1** (the **"Parking Spaces"**). (Also see Paragraph 2.6.)

1.3 Term:

(a) Original Term: Six (6) years and six (6) months, commencing **January 1, 2025** (the "**Commencement Date"**), and ending on the date which is seventy-eight (78) months after the Commencement Date **("Expiration Date")**. (Also see Paragraph 3.)

Expiration Date: 06.30.2031

(b) Option(s) to Extend: See Paragraph 58 below.

1.4 Early Possession: Commencing upon mutual execution of this Lease, conditioned upon receipt by Landlord of the amounts set forth in Paragraph 1.6(a) and 1.7 below, together with proof of insurance required pursuant to Paragraph 8 below (the "**Early Possession Date"**), and ending on the Commencement Date (**"Early Possession Period"**). Landlord currently anticipates that the Early Possession Date will occur three (3) days following mutual execution of this Lease (the **"Target Early Possession Date"**). (Also see Paragraphs 3.2 and 3.3.)

1.5 Base Rent: Subject to proration and the other terms of Paragraph 4.1 below, the Base Rent set forth in the schedule below is payable on the first day of each month commencing on the Commencement Date.

Month 1 paid with Security Deposit

Months 1 – 12	$36,266.00 per month
Months 13 – 24	$37,354.00 per month
Months 25 – 36	$38,475.00 per month
Months 37 – 48	$39,629.00 per month
Months 49 – 60	$40,818.00 per month
Months 61 – 72	$42,042.00 per month
Months 73 – 78	$43,304.00 per month

1.6(a) Base Rent Due Upon Execution: $36,266.00 as Base Rent for the first month that Base Rent is due.

1.6(b) Payment of Rent:

To Account: MLO & BOD Goethe Rd Venture
(Buzz Oates LLC and Buzz Oates Development, L.P.)
555 Capitol Mall, Suite 900
Sacramento, CA 95814
Acct #: 158300268907

Bank Information: US Bank
ABA Routing: 122235821

Reference: Highlands Community & 10013FOL

1.7 Security Deposit: $43,304.00 (**"Security Deposit"**). The Security Deposit shall at all times equal the amount of Base Rent for the last month of the Term. In accordance with the terms of the Existing Lease (as that term is defined in Paragraph 62 below) Landlord currently holds a security deposit in the amount of $8,987.00 (the **"Existing Security Deposit"**). Tenant shall deposit with Landlord upon execution hereof the amount of $34,317.00. If Tenant performs all of Tenant's obligations under the Existing Lease, the Existing Security Deposit or so much thereof that has not been applied by Landlord, shall be applied by Landlord toward the amount of the Security Deposit remaining due and payable by Tenant in the amount of $8,897.00. If after application of the Existing Security Deposit, or so much thereof that has not been applied by Landlord, toward the Security Deposit there remains a balance due to Landlord such remaining balance shall be due and payable to Landlord within ten (10) days of Tenant's receipt of written request from Landlord for such amount. (Also see Paragraph 5.)

1.8 Permitted Use: Operation of a public charter school providing education for adults, 22 years of age and older, to learn English, earn a high school diploma, receive technical job training and/or take citizenship classes, but excluding any use which is prohibited under Paragraph 6.1 below (**"Permitted Use"**). (Also see Paragraph 6.)

1.9 Insuring Party: Landlord is the "Insuring Party." (Also see Paragraph 8.)

1.10(a) Real Estate Brokers: The following real estate broker(s) (collectively, the **"Brokers"**) and brokerage relationships exist in this transaction and are consented to by the Parties:
Buzz Oates Real Estate represents Landlord exclusively (**"Landlord's Broker"**);
GQ North Enterprises, Inc., represents both Landlord and Tenant (**"Dual Agency"**). (Also see Paragraph 15.)

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1.10(b) Payment to Brokers: Landlord shall pay to said Broker(s) jointly, or in such separate shares as they may mutually designate in writing, a fee as set forth in a separate written agreement between Landlord and said Broker(s).

1.10(c) Broker Disclosures and Representations: Tenant acknowledges receipt of the Broker Disclosures and Representations attached hereto as **Exhibit C** and made a part hereof. Landlord and Tenant acknowledge and agree that the provisions of the Broker Disclosures and Representations shall not modify or amend Landlord's and Tenant's rights and obligations under this Lease, nor create any rights or obligations for the Brokers.

1.11 Intentionally Deleted.

1.12 Exhibits: Attached hereto are Exhibits A through D, all of which constitute a part of this Lease.

2. Premises, Parking and Common Areas.

2.1 Letting. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, for the Term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of square footage set forth in this Lease, or that may have been used in calculating rental is an approximation which Landlord and Tenant agree is reasonable and the rental based thereon is not subject to revision whether or not the actual square footage is more or less.

2.2 Condition. Landlord shall deliver the Premises to Tenant broom clean and free of debris on the Commencement Date and warrants to Tenant that the existing plumbing, electrical systems, fire sprinkler system, lighting, air conditioning and heating systems and loading doors, if any, in the Premises, other than those constructed by Tenant, shall be in good operating condition on the Commencement Date. If a non-compliance with said warranty exists as of the Commencement Date, Landlord shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Tenant setting forth with specificity the nature and extent of such non-compliance, rectify same at Landlord's expense. If Tenant does not give Landlord written notice of a non-compliance with this warranty within thirty (30) days after the Commencement Date, correction of that non-compliance shall be the obligation of Tenant at Tenant's sole cost and expense. Provided, however, notwithstanding the preceding sentence, during the first twenty-four (24) months of the Lease Term, Landlord shall warrant the heating, air conditioning and ventilation system against defects and agrees to make any necessary major repairs (i.e. exceeding $5,000.00) or the replacement of the heating, air conditioning and ventilation system for the Premises, that is not the result of Tenant's failure to perform Tenant's preventative maintenance obligations under Paragraph 7.1 below or are the result of any act, neglect, fault or omission of Tenant or any of Tenant's agents, employees, contractors, licensees or invitees. Notwithstanding anything in this Paragraph 2.2 to the contrary, Landlord does not warrant the fitness of the floor slab in the Premises for applying floor sealer, or otherwise for any specific floor requirements of Tenant. (For example, soil conditions may cause moisture to be present under the concrete slab or migrate through the slab, which may affect the sealer's performance.) Landlord shall have no liability for the failure of any sealant or other product applied to the floor slab.

2.3 Compliance with Covenants, Restrictions and Building Codes. Landlord warrants to Tenant that Landlord has no knowledge of any claim having been made by any governmental agency that a violation or violations of any applicable covenants or restrictions of record, applicable building codes, regulations, or ordinances exist with regard to the Premises as of the Commencement Date. Said warranties shall not apply to any Alterations or Utility Installations (defined in Paragraph 7.3(a)) made or to be made by Tenant. If the Premises do not comply with said warranties, Landlord shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Tenant given within six (6) months following the Commencement Date and setting forth with specificity the nature and extent of such non-compliance, take such action, at Landlord's expense, as may be reasonable or appropriate to rectify the non-compliance. Landlord makes no warranty that the Permitted Use in Paragraph 1.8 is permitted for the Premises under Applicable Laws (as defined in Paragraph 2.4). If any governmental authority should require any additional improvements, permits or approvals, under the Americans with Disabilities Act of 1990 or otherwise, due to Tenant's or its subtenants, employees, customers, or invitees, particular use, change in use or alterations or improvements requested or performed by Tenant, other than those improvements which are stated in this Lease, and other than requirements generally for buildings of this type, including without limitation, additional fire protection equipment or flow capacity, use permits, or zoning variances, such improvements or changes to the Premises shall be made at Tenant's sole expense.

2.4 Acceptance of Premises. Tenant hereby acknowledges: (a) that it has been advised by the Broker(s) to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical and fire sprinkler systems, security, environmental aspects, seismic and earthquake requirements), and compliance of the Premises with the Americans with Disabilities Act and applicable zoning, municipal, county, state and federal laws, ordinances and regulations and any covenants or restrictions of record (collectively, **"Applicable Laws"**), and the present and future suitability of the Premises for Tenant's intended use; (b) that Tenant has made such investigation as it deems necessary with reference to such matters, is satisfied with reference thereto, and assumes all responsibility therefore as the same relate to Tenant's occupancy of the Premises and/or the terms of this Lease; and (c) that neither Landlord, nor any of Landlord's agents, has made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease.

2.5 Tenant as Prior Owner/Occupant. The warranties made by Landlord in this Paragraph 2 shall be of no force or effect if immediately prior to the date set forth in Paragraph 1.1 Tenant was the owner or occupant of the Premises. In such event, Tenant shall, at Tenant's sole cost and expense, correct any non-compliance of the Premises with said warranties.

2.6 Vehicle Parking; Prohibition of Outside Storage. Tenant shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(c) on those portions of the Common Areas designated from time to time by Landlord for parking. Tenant shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Vehicles other than Permitted Size Vehicles shall be parked and loaded or unloaded as directed by Landlord in the Rules and Regulations (as defined in Paragraph 35) issued by Landlord. (Also see Paragraph 2.9.)

(a) Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.

(b) If Tenant permits or allows any of the prohibited activities described in this Paragraph 2.6, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

(c) Outside storage is strictly prohibited in the Common Areas. Parking areas, loading zones, and vacant property adjoining the Premises (together with any areas of the Center in which Tenant's employees, agents, or invitees park vehicles or otherwise congregate) are to be kept vacant and clean by Tenant. Landlord shall give Tenant seventy-two (72) hours written notice of the need to clean up or remedy any condition which may originate during the Term. In the event Tenant violates

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this provision and such violation continues for three (3) days after written notice to Tenant (or at any time with or without notice, if such failures endanger public health or safety), Landlord may remediate the condition and charge Tenant the cost thereof. Tenant shall not display or sell merchandise or allow carts, tables, portable signs, devices, or any other objects to be stored, displayed or to remain outside the defined exterior walls, roof or permanent doorways of the Premises, or in Building hallways, parking areas or sidewalks.

2.7 Common Areas - Definition. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Center and interior utility raceways within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Center and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways and landscaped areas.

2.8 Common Areas - Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Center. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Landlord or Landlord's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Landlord shall have the right, without notice and in addition to such other rights and remedies that it may have, to remove the property and charge the cost of such removal to Tenant, which cost shall be immediately payable upon demand as additional rent.

2.9 Common Areas - Rules and Regulations. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable, non-discriminatory Rules and Regulations with respect thereto in accordance with Paragraph 35. Tenant agrees to abide by and conform to all such Rules and Regulations, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Center.

2.10 Common Areas - Changes. Provided that there is no material interference with Tenant's normal business operations, Landlord shall have the right, in Landlord's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Center to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Center, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Center as Landlord may, in its sole discretion, deem to be appropriate.

3. Term.

3.1 Generally. Subject to the terms of Paragraph 3.3 below, the Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3. The Original Term and any extension thereof (if any) shall be referred to herein as the **"Term."**

3.2 Early Possession. The obligation to pay Base Rent shall be abated for the Early Possession Period (as that term is defined in Paragraph 1.4 above). All other terms of this Lease, however, (including but not limited to the obligation to carry the insurance required by Paragraph 8) shall be in effect during the Early Possession Period. The Early Possession Period shall not affect nor advance the Expiration Date of the Original Term.

3.3 Delay In Possession. If for any reason Landlord cannot deliver possession of the Premises to Tenant by the Commencement Date, and such delivery delay is not due to a Tenant Delay, Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease, or the obligations of Tenant hereunder, or extend the Term, but in such case, Tenant shall not, except as otherwise provided herein, be obligated to pay rent or perform any other obligation of Tenant under the terms of this Lease until Landlord delivers possession of the Premises to Tenant. If possession of the Premises is not delivered to Tenant within ninety (90) days after the Commencement Date, Tenant may, at its option, by notice in writing to Landlord within ten (10) days after the end of said ninety (90) day period, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder; provided further, however, that if such written notice of Tenant is not received by Landlord within said ten (10) day period, Tenant's right to cancel this Lease hereunder shall terminate and be of no further force or effect. Except as may be otherwise provided, and regardless of when the original Term actually commences, if possession is not tendered to Tenant when required by this Lease and Tenant does not terminate this Lease, as aforesaid, the period free of the obligation to pay Base Rent, if any, that Tenant would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to the period during which the Tenant would have otherwise enjoyed under the terms hereof, but minus any days of delay caused by the acts, changes or omissions of Tenant. "Tenant Delay" means any act or omission of Tenant or its agents, employees, vendors or contractors that actually delays the Commencement Date, including, without limitation: (1) Tenant's failure to furnish information or approvals within any time period specified in this Lease; (2) Tenant's selection of equipment or materials that have long lead times; (3) changes requested or made by Tenant to previously approved plans and specifications; (4) performance of work in the Premises by Tenant or Tenant's contractor(s); or (5) delays occasioned by Tenant's failure to obtain a racking or high pile storage permit.

4. Rent.

4.1 Base Rent. Tenant shall pay Base Rent and other rent or charges, as the same may be adjusted from time to time, to Landlord in lawful money of the United States, without demand, offset or deduction, on or before the day on which it is due under the terms of this Lease. Base Rent and all other rent and charges for any period during the term hereof which is for less than one full month shall be prorated based upon the actual number of days of the month involved. Payment of Base Rent and other charges to be made by Tenant to Landlord (or to such other persons or at such addresses as Landlord may from time to time designate in writing to Tenant) shall be made by Electronic Fund Transfer (**"EFT"**) or Automated Clearing House (**"ACH"**) in accordance with the information provided in 1.6(b) above.

4.2 Intentionally Deleted.

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4.3 Rent Defined. All monetary obligations of Tenant to Landlord under the terms of this Lease are deemed to be rent.

4.4 No "Key Money." Tenant agrees that Tenant's obligation to pay all sums owing under this Lease (including, without limitation, any sum payable prior to the Commencement Date, such as Base Rent paid upon execution pursuant to Subparagraph 1.6(a), or any Security Deposit under Paragraph 1.7, or any sum payable thereafter, such as Base Rent under Paragraph 1.5, or Landlord's costs and expenses incurred in connection with any proposed assignment or subletting pursuant to Subparagraph 12.2(e)) are clearly stated and are not violative of California Civil Code section 1950.8, and Tenant hereby waives the benefit of California Civil Code section 1950.8 and any similar or successor statute, judicial decision or other law that would allow Tenant to challenge Tenant's obligation to pay such sums on the basis that such sums constitute "key money" or other unlawful payments to Landlord.

4.5 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any ground lease, mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant (other than interest and attorneys' fees and costs). Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default or Breach with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Base Rent, then notwithstanding Paragraph 4.1 or any other provision of this Lease to the contrary, Base Rent shall, at Landlord's option, become due and payable quarterly in advance.

4.6 Interest on Past-Due Obligations. Any monetary payment due Landlord hereunder, other than late charges, not received by Landlord within ten (10) days following the date on which it was due, shall bear interest from the date due at the prime rate charged by Bank of America, plus four percent (4%) per annum, but not exceeding the maximum rate allowed by law, in addition to the potential late charge provided for in Paragraph 4.5. Acceptance of any late charge and/or interest shall not constitute a waiver of Tenant's Default or Breach with respect to the overdue sum or prevent Landlord from exercising any of its other rights and remedies under this Lease.

5. Security Deposit. Tenant shall deposit with Landlord upon execution hereof the Security Deposit set forth in Paragraph 1.7 of the Basic Provisions as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of said Security Deposit for the payment of any rent or other charge in default for the payment of any other sum to which Landlord may become obligated by reason of Tenant's Default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said Security Deposit, Tenant shall within ten (10) days after written demand therefore deposit cash with Landlord in an amount sufficient to restore said Security Deposit to the full amount then required of Tenant. If the monthly Base Rent shall, from time to time, increase during the Term, Tenant shall, at the time of such increase, deposit with Landlord additional money as a Security Deposit so that the total amount of the Security Deposit held by Landlord shall at all times be equal to the amount of Base Rent for the last month of the Term. Landlord shall not be required to keep said Security Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, said Security Deposit, or so much thereof as has not heretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the Term, and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to said Security Deposit. Tenant waives the provisions of California Civil Code section 1950.7, and all other provisions of law now in force or that become in force after the date of execution of this Lease, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant, or to clean the Premises.

6. Use; Hazardous Substances; Applicable Requirements.

6.1 Permitted Use.

(a) Tenant shall use and occupy the Premises only for the Permitted Use set forth in Paragraph 1.8 and for no other purpose. Tenant shall not use or permit the use of the Premises in a manner that is unlawful (under either federal, state or local law), creates waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to the Premises, the Building, the Center, or neighboring premises or properties. Notwithstanding anything to the contrary in this Lease, the Premises shall not be used for the cultivation, storage, distribution or sale of marijuana, or as a cash security or storage serving any marijuana dispensary or other business serving any marijuana dispensary in more than an insignificant manner. Tenant shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Landlord's prior written consent. Notwithstanding anything to the contrary in this Lease, Landlord shall not be obligated to exercise any standard of reasonableness in determining whether to grant such consent.

(b) Landlord hereby agrees to not unreasonably withhold or delay its consent to any written request by Tenant, Tenant's assignees or subtenants, and by prospective assignees and subtenants of Tenant, its assignees and subtenants, for a modification of said Permitted Use, so long as the same will not impair the structural integrity of the improvements on the Premises or in the Building or the mechanical or electrical systems therein, does not conflict with uses by other tenants, is not significantly more burdensome to the Premises, the Building or the Center and the improvements thereon, does not violate the terms of Landlord's financing documents and agreements (if any), and is otherwise permissible pursuant to this Paragraph 6. If Landlord elects to withhold such consent, Landlord shall within five (5) business days after such request give a written notification of same, which notice shall include an explanation of Landlord's reasonable objections to the change in use.

6.2 Hazardous Substances.

(a) Reportable Uses Require Consent. The term **"Hazardous Substance"** as used in this Lease shall mean any substance: (i) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as a hazardous waste, hazardous substance, pollutant or contaminant under any governmental statute, code, ordinance, regulation, rule or order, and any amendment thereto, including for example only the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., or (ii) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous, including gasoline, diesel fuel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon and urea formaldehyde foam insulation. Tenant shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Requirements (as defined in Paragraph 6.3). **"Reportable Use"** shall mean (i) the installation or use of any above

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or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Premises of a Hazardous Substance with respect to which any Applicable Laws require that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but upon notice to Landlord and in compliance with all Applicable Requirements, use any ordinary and customary materials reasonably required to be used by Tenant in the normal course of the Permitted Use, so long as such use is not a Reportable Use and does not expose the Premises or neighboring properties to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by Tenant upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion deems necessary to protect itself, the public, the Premises, the Building, the Center and the environment against damage, contamination or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises (such as concrete encasement) and/or the deposit of an additional Security Deposit under Paragraph 5 hereof.

(b) Duty to Inform Landlord. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, the Building or the Center, other than as previously consented to by Landlord, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance including but not limited to all such documents as may be involved in any Reportable Use involving the Premises. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system), the Building and/or the Center.

(c) Indemnification. Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant or by anyone under Tenant's control. Tenant's obligations under this Paragraph 6.2(c) shall include, but not be limited to, the effects of any contamination or injury to any person, property or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Landlord in writing at the time of such agreement.

(d) Hazardous Substance Conditions. In the event of an occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 6.2(a), in, on, or under the Premises (a **"Hazardous Substance Condition"**), unless Tenant is legally responsible therefore (in which case Tenant shall make the investigation and remediation thereof required by Applicable Requirements and this Lease shall continue in full force and effect, but subject to Landlord's rights under Paragraph 6.2(c) and Paragraph 13), Landlord may, at Landlord's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to investigate and remediate such condition exceeds twelve (12) times the then monthly Base Rent or $100,000 whichever is greater, give written notice to Tenant within thirty (30) days after receipt by Landlord of knowledge of the occurrence of such Hazardous Substance Condition of Landlord's desire to terminate this Lease as of the date sixty (60) days following the date of such notice. In the event Landlord elects to give such notice of Landlord's intention to terminate this Lease, Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to Landlord of Tenant's commitment to pay for the excess costs of (a) investigation and remediation of such Hazardous Substance Condition to the extent required by Applicable Requirements, over (b) an amount equal to twelve (12) times the then monthly Base Rent or $100,000, whichever is greater. Tenant shall provide Landlord with the funds required of Tenant or satisfactory assurance thereof within thirty (30) days following said commitment by Tenant. In such event this Lease shall continue in full force and effect, and Landlord shall proceed to make such investigation and remediation as soon as reasonably possible after the required funds are available. If Tenant does not give such notice and provide the required funds or assurance thereof within the time period specified above, this Lease shall terminate as of the date specified in Landlord's notice of termination.

6.3 Tenant's Compliance with Applicable Requirements. Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all **"Applicable Requirements,"** which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance, and (iv) the Americans with Disabilities Act of 1990 and all regulations issued thereunder) now in effect or which may hereafter come into effect. Tenant shall, within five (5) days after receipt of Landlord's written request, provide Landlord with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports and certificates, evidencing Tenant's compliance with any Applicable Requirements specified by Landlord, and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant or the Premises to comply with any Applicable Requirements.

6.4 Inspection; Compliance with Applicable Requirements. Landlord, Landlord's agents, employees, contractors and designated representatives, and the holders of any mortgages, deeds of trust or ground leases on the Premises (**"Lenders"**) shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease and all Applicable Requirements (as defined in Paragraph 6.3), and Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's activities, including but not limited to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The costs and expenses of any such inspections shall be paid by the party requesting same, unless a Default or Breach of this Lease by Tenant or a violation of Applicable Requirements or a contamination, caused or materially contributed to by Tenant, is found to exist or to be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination. In such case, Tenant shall upon request reimburse Landlord or the Lender, as the case may be, for the costs and expenses of such inspections.

7. Maintenance, Repairs, Utility Installations, Trade Fixtures and Alterations.

7.1 Tenant's Obligations.

(a) Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance with Covenants, Restrictions and Building Codes), 7.2 (Landlord's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof in good order, condition and repair (whether or not such portion of the Premises requiring repair, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises),

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including, without limiting the generality of the foregoing, in full compliance with the Applicable Requirements, including but not limited to the Americans with Disabilities Act of 1990 and all regulations issued thereunder, all equipment or facilities exclusively serving the Premises, such as plumbing, heating, air conditioning, ventilating, electrical, lighting facilities, boilers, fired or unfired pressure vessels, fire hose connections if within the Premises, fire extinguishers as required by Applicable Requirements, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights, but excluding any items which are the responsibility of Landlord pursuant to Paragraph 7.2 below. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Notwithstanding the foregoing, upon written notice (or via email to tenantservices@buzzoates.com) Tenant may request that Landlord perform, at Tenant's sole cost, any necessary repairs or replacements of equipment or facilities exclusively serving the Premises (specifically excluding Tenant's trade fixtures, if any), including but not limited to the plumbing and electrical systems from the point of entry into the Premises and the heating, air condition and ventilation system. Tenant shall reimburse Landlord for the cost of any such necessary repair and replacement, together with an additional fee of fifteen percent (15%) for Landlord's property manager to monitor the work, within ten (10) days of receipt of an invoice therefor. Further, during for the first twenty-four (24) months of the Lease Term, Landlord shall warrant the heating, air conditioning and ventilation system against defects and agrees to make any necessary major repairs (i.e. exceeding $5,000.00) or the replacement of the heating, air conditioning and ventilation system for the Premises, that is not the result of Tenant's failure to perform Tenant's preventative maintenance obligations under this Paragraph 7.1 or the result of any act, neglect, fault or omission of Tenant or any of Tenant's agents, employees, contractors, licensees or invitees.

(b) Tenant shall, at Tenant's sole cost and expense, procure and maintain a contract, with a contractor specializing and experienced in the inspection, maintenance and service of the heating, air conditioning and ventilation system for the Premises (such inspections and maintenance shall occur no less frequently than quarterly). Notwithstanding the foregoing, upon written notice (or via email to tenantservices@buzzoates.com) Tenant may request that Landlord procure and maintain such required contract and Tenant shall reimburse Landlord for the cost of same, together with an additional fee of fifteen percent (15%) for Landlord's property manager to monitor to manage the contract and work, within ten (10) days of receipt of an invoice therefor.

(c) Tenant acknowledges that forklift trucks with hard rubber tires are designed for use on concrete surfaces and are intended for inside warehouse usage. The use of forklift trucks with hard rubber tires on asphalt surfaces can cause damage to the asphalt. In the event Tenant uses forklift trucks with hard rubber tires on asphalt surfaces and such asphalt is damaged as a result, Tenant shall, at its sole cost and expense, immediately repair such damage. If Tenant fails to repair such damage, Landlord may, in accordance with Paragraph 13.2 below, after ten (10) days' prior written notice to Tenant, perform such obligations on Tenant's behalf, and put the asphalt surface in good order, condition and repair.

(d) If Tenant fails to perform Tenant's obligations under this Paragraph 7.1, Landlord may, in accordance with Paragraph 13.2 below, enter upon the Premises after ten (10) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition and repair.

7.2 Landlord's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance with Covenants, Restrictions and Building Code), 6 (Use), 7.1 (Tenant's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Landlord shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof and plumbing and electrical up to the point of entry to the Premises, fire sprinkler and/or standpipe and hose (if located in the Common Areas) or other automatic fire extinguishing system including fire alarm and/or smoke detection system and equipment, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof. Notwithstanding the foregoing, to the extent maintenance, repairs or replacements are required as a result of any act, neglect, fault or omission of Tenant or any of Tenant's agents, employees, contractors, licensees or invitees, Tenant shall pay to Landlord the costs of such maintenance, repairs and replacements, which costs shall be immediately payable upon demand as additional rent. Landlord shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Landlord be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Tenant expressly waives the benefit of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Building, Center or Common Areas in good order, condition and repair. Notwithstanding any language to the contrary herein and without creating any duty for Landlord to undertake any specific work, in the event Landlord elects to repaint the walls, replace the floor covering, or do any other repair, maintenance, remodeling, or refurbishing work in the Premises for any reason, Tenant shall remove Tenant's personal property, including Tenant's furniture, cubicles, room dividers, modular office furniture, equipment, computers and all computer-related equipment, and Tenant's personnel from the Premises, at Tenant's sole cost and expense, so that Landlord may complete Landlord's work as quickly and smoothly as possible during normal business hours.

7.3 Utility Installations, Trade Fixtures, Alterations.

(a) Definitions; Consent Required. The term **"Utility Installations"** is used in this Lease to refer to all air lines, power panels, electrical distribution, security, fire protection systems, communications systems, lighting fixtures, heating, ventilating and air conditioning equipment, plumbing, and fencing in, on or about the Premises. The term **"Trade Fixtures"** shall mean Tenant's machinery and equipment which can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements on the Premises which are provided by Landlord or Tenant under the terms of this Lease, other than Utility Installations or Trade Fixtures. **"Tenant-Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Tenant that are not yet owned by Landlord pursuant to Paragraph 7.4(a). Tenant shall not make nor cause to be made any Alterations or Utility Installations in, on, under or about the Premises without Landlord's prior written consent. Tenant may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without Landlord's consent but upon notice to Landlord, so long as (i) they are in full compliance with the Americans with Disabilities Act of 1990 and all regulations issued thereunder, (ii) they are not visible from the outside of the Premises, (iii) they do not involve puncturing, relocating or removing the roof or any existing walls, (iv) they do not change or interfere with the fire sprinkler or fire detection systems, (v) they do not otherwise involve the structure of the Building or the Building Systems and (vi) the cumulative cost thereof during the Term does not exceed $5,000.00.

(b) Consent. Any Alterations or Utility Installations that Tenant shall desire to make and which require the consent of the Landlord shall be presented to Landlord in written form with detailed plans. All consents given by Landlord, whether by virtue of Paragraph 7.3(a) or by subsequent specific consent, shall be deemed conditioned upon: (i) Tenant's acquiring all applicable permits required by governmental authorities; (ii) the furnishing of copies of such permits together with a copy of the plans and specifications for the Alteration or Utility Installation to Landlord prior to commencement of the work thereon; and (iii) the compliance by Tenant with all conditions of said permits in a prompt and expeditious manner. No approval or consent by Landlord shall be deemed or construed to be a representation or warranty by Landlord as to the adequacy, sufficiency, fitness or suitability thereof or compliance thereof with Applicable Requirements. Tenant shall reimburse Landlord upon demand for any expenses reasonably incurred by Landlord in connection with any Alterations or Utility Installations made by Tenant, including reasonable fees charged by Landlord's contractors or consultants to review plans and specifications prepared by Tenant and to update the existing as-built plans and specifications of the Building to reflect the Alterations or Utility Installations. Any Alterations or Utility Installations by Tenant during the Term shall be done in a good and workmanlike manner, with good and sufficient materials, and be in compliance

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with all Applicable Requirements. Tenant shall promptly upon completion thereof furnish Landlord with as-built plans and specifications therefore. Landlord may (but without obligation to do so) condition its consent to any requested Alteration or Utility Installation that costs $5,000.00 or more upon Tenant's providing Landlord with a lien and completion bond in an amount equal to one and one-half times the estimated cost of such Alteration or Utility Installation.

(c) Lien Protection. Tenant shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the Building and/or the Center or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in, on, or about the Premises, and Landlord shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense, defend and protect itself, Landlord and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises. If any such lien attaches to the Premises, the Building and/or the Center or any interest therein, and Tenant does not cause the same to be released by payment, bonding or otherwise within ten (10) days after the attachment thereof, Landlord shall have the right but not the obligation to cause the same to be released, and any sums expended by Landlord in connection therewith shall be payable by Tenant on demand with interest thereon from the date of expenditure by Landlord at the interest rate (provided for in Paragraph 4.6 - Interest on Past-Due Obligations). If Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to one and one-half times the amount of such contested lien claim or demand, indemnifying Landlord against liability for the same, as required by law for the holding of the Premises, the Building and/or the Center or any interest therein, free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's attorneys' fees and costs in participating in such action if Landlord shall decide it is in its best interest to do so.

7.4 Ownership, Removal, Surrender, and Restoration.

(a) Ownership. Subject to Landlord's right to require their removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made to the Premises by Tenant shall be the property of and owned by Tenant, but considered a part of the Premises. Landlord may at any time elect in writing to be the owner of all or any specified part of the Tenant-Owned Alterations and Utility Installations. All Tenant-Owned Alterations and Utility Installations shall, at the expiration or earlier termination of this Lease, become the property of Landlord and remain upon the Premises and be surrendered with the Premises by Tenant, unless Landlord exercises its right to require removal as set forth in the following subparagraph.

(b) Removal. Unless otherwise agreed in writing, Landlord may require that any or all Tenant-Owned Alterations or Utility Installations be removed by the expiration or earlier termination of this Lease, notwithstanding that their installation may have been consented to by Landlord. Landlord may require the removal at any time of all or any part of any Alterations or Utility Installations made without the required consent of Landlord.

(c) Surrender/Restoration. Tenant shall surrender the Premises by the end of the last day of the Term or any earlier termination date, clean and free of debris and in good operating order, condition and state of repair, ordinary wear and tear excepted. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease. Except as otherwise agreed or specified herein, the Premises, as surrendered, shall include the Alterations and Utility Installations. Tenant shall repair any damage occasioned by the installation, maintenance or removal of the Trade Fixtures, furnishings, equipment, personal property, and Tenant-Owned Alterations and Utility Installations, as well as the removal of any storage tank installed by or for Tenant, and the removal, replacement, or remediation of any soil, material or ground water contaminated by Tenant, all as may then be required by Applicable Requirements and/or good practice. The Trade Fixtures shall remain the property of Tenant and shall be removed by Tenant subject to its obligation to repair and restore the Premises per this Lease. If any removal required under this Paragraph 7.4 is not completed before the expiration or termination of the Term, Landlord shall have the right (but no obligation) to remove the same, and Tenant shall pay Landlord on demand for all costs of removal and storage thereof and for the rental value of the Premises for the period from the end of the Term through the end of the time reasonably required for such removal. Landlord shall also have the right to retain or dispose of all or any portion of such property if Tenant does not pay all such costs and retrieve the property within ten (10) days after notice from Landlord (in which event title to all such property described in Landlord's notice shall be transferred to and vest in Landlord). Tenant waives all claims against Landlord for any damage or loss to Tenant resulting from Landlord's removal, storage, retention, or disposition of any such property.

(d) Removal of Electrical and Telecommunications Wires.

(i) Landlord May Elect to Either Remove or Keep Wires. Notwithstanding anything in this Paragraph 7.4 to the contrary, within thirty (30) days after the expiration or sooner termination of the Lease or at any time that any of the Wires (as defined below) are no longer in active use by Tenant, Landlord may elect (**"Election Right"**) by written notice to Tenant to:

(aa) Retain any or all wires, cables, and similar installations appurtenant thereto (**"Wires"**) installed by Tenant within the Premises or anywhere in the Building outside the Premises, including, without limitation, the plenums or risers of the Building;

(bb) Remove any or all of the Wires and restore the Premises or the Building, as the case may be, to their condition existing prior to the installation of the Wires (**"Wire Restoration Work"**). Landlord, at its option, may perform such Wire Restoration Work at Tenant's sole cost and expense; or

(cc) Require Tenant to perform all or part of the Wire Restoration Work at Tenant's sole cost and expense.

(dd) Landlord shall be deemed to have elected to retain all telephone and related Wires unless Landlord specifically elects to have Tenant remove such Wires pursuant to Subparagraph 7.4(d)(i)(bb) or 7.4(d)(i)(cc) above.

(ii) Compliance with Laws and Discontinuance of Wire Use. Tenant shall comply with all applicable laws with respect to the Wires, subject to Landlord's right to elect to retain the Wires. In the event that Tenant discontinues the use of all or any part of the Wires, Tenant shall within thirty (30) days thereafter notify Landlord of same in writing, accompanied by a plan or other reasonable description of the current type, quantity, points of commencement and termination, and routes of the Wires to allow Landlord to determine if Landlord desires to retain same.

(iii) Condition of Wires. In the event Landlord elects to retain any or all of the Wires (pursuant to Subparagraph 7.4(d)(i)(aa) hereof), Tenant covenants that:

(aa) Tenant shall be the sole owner of the Wires, Tenant shall have the sole right to surrender the Wires, and the Wires shall be free of all liens and encumbrances; and

(bb) All Wires shall be left in good condition, working order, properly labeled and capped or sealed at each end and in each telecommunications/electrical closet and junction box, and in safe condition.

(iv) Landlord Retains Security Deposit. Notwithstanding anything to the contrary in Paragraph 5, Landlord may retain Tenant's Security Deposit after the expiration or sooner termination of the Lease until one of the following events has occurred with respect to all of the Wires:

(aa) Landlord elects to retain the Wires pursuant to Subparagraph 7.4(d)(i)(aa);

(bb) Landlord elects to perform the Wire Restoration Work pursuant to Subparagraph 7.4(d)(i)(bb) and the Wire Restoration Work is complete and Tenant has fully reimbursed Landlord for all costs related thereto; or

(cc) Landlord elects to require Tenant to perform the Wire Restoration Work pursuant to Subparagraph 7.4(d)(i)(cc) and the Wire Restoration Work is complete and Tenant has paid for all costs related thereto.

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(v) Landlord Can Apply Security Deposit. In the event that Tenant fails or refuses to pay all costs of the Wire Restoration Work within thirty (30) days of Tenant's receipt of Landlord's notice requesting Tenant's reimbursement for or payment of such costs or otherwise fails to comply with the provisions of this Subparagraph 7.4(d), Landlord may apply all or any portion of Tenant's Security Deposit toward the payment of any costs or expenses relative to the Wire Restoration Work or Tenant's obligations under this Subparagraph 7.4(d).

(vi) No Limit on Right to Sue. The retention or application of such Security Deposit by Landlord pursuant to this Subparagraph 7.4(d) does not constitute a limitation on or waiver of Landlord's right to seek further remedy under law or equity.

(vii) Survival. The provisions of this Subparagraph 7.4(d) shall survive the expiration or sooner termination of the Lease.

(e) Fire System Modifications/Maintenance. Notwithstanding anything to the contrary contained in this Lease, under no circumstances shall Tenant, its employees, agents or contractors work on, disable, shut down, tamper with, reposition, relocate, reconfigure, alter, modify, repair, or otherwise affect, in any way, the existing automatic fire extinguishing system, including fire alarm and/or smoke detection systems and equipment or any component thereof (the **"Fire Systems"**). In the event that Tenant intends to engage in any work at the Premises which will affect the Fire Systems in any way, then Tenant shall notify Landlord in writing prior to performing such work. Tenant shall not proceed with such work unless and until Tenant receives written consent from Landlord or its property manager that such work may proceed. Landlord may condition its consent on the use of a contractor of Landlord's selection, in Landlord's absolute discretion, for that portion of the work which involves the Fire Systems.

8. Insurance; Indemnity.

8.1 Payment of Premiums. The cost of the premium for the insurance policies maintained by Landlord under this Paragraph 8 shall be paid by Landlord. Premiums for policy periods commencing prior to, or extending beyond, the Term shall be pro-rated accordingly. Tenant acknowledges that Landlord may obtain required insurance coverage through a blanket policy of insurance covering multiple properties (including the Premises). Tenant consents to Landlord's allocation of a portion of the blanket policy premium to the Premises so long as the portion of such premium allocated to the Premises is commercially reasonable.

8.2 Liability Insurance.

(a) Carried by Tenant. Subject to the requirements of Paragraph 8.5, Tenant shall maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than Two Million and No/100ths Dollars ($2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million and No/100ths Dollars ($2,000,000.00) annual general aggregate, and Two Million and No/100ths Dollars ($2,000,000.00) products and completed operations annual aggregate. Any self insured retention under Tenant's liability insurance policy shall not exceed Five Thousand and No/100ths Dollars ($5,000.00). Tenant's liability insurance policy or policies shall: (i) include premises and operations liability coverage, products and completed operations liability coverage, broad form property damage coverage, blanket contractual liability coverage including, to the maximum extent possible, coverage for the indemnification obligations of Tenant under this Lease, and personal and advertising injury coverage; (ii) provide that the insurance company has the duty to defend all insureds under the policy; (iii) provide that defense costs are paid in addition to and do not deplete any of the policy limits; (iv) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises, the Building or the Center; and (v) extend coverage to cover liability for the actions of Tenant's agents, employees, contractors, subtenants, assignees, licensees, transferees or representatives (collectively, "**Representatives"**) or its guests, customers, or visitors (collectively, **"Visitors"**).

(b) Carried by Landlord. Landlord shall also maintain liability insurance with coverage amounts as described in Paragraph 8.2(a) above, in addition to and not in lieu of, the insurance required to be maintained by Tenant. Tenant shall not be named as an additional insured therein.

8.3 Landlord's Property Insurance-Building, Improvements and Rental Value.

(a) Building and Improvements. During the Term, Landlord shall maintain in effect insurance on the Building against "special form" perils (to the extent such coverages are available), with responsible insurers, insuring the Building and the Landlord Work (if any) in an amount equal to at least eighty percent (80%) of the replacement cost thereof, excluding land, foundations, footings and underground installations. Landlord may, but shall not be obligated to, carry insurance against additional perils and/or in greater amounts.

(b) Rental Value. Landlord shall also obtain and keep in force during the Term a policy or policies in the name of Landlord, with loss payable to Landlord and any Lender(s), insuring the loss of the full rental and other charges payable by all tenants of the Building to Landlord for one year (including any scheduled rental increases). Said insurance may provide that in the event the Lease is terminated by reason of an insured loss, the period of indemnity for such coverage shall be extended beyond the date of the completion of repairs or replacement of the Premises, to provide for one full year's loss of rental revenues from the date of any such loss. Said insurance shall contain an agreed valuation provision in lieu of any co-insurance clause, and the amount of coverage shall be adjusted annually to reflect the projected rental income and other income, if any, otherwise payable, for the next 12-month period.

(c) Adjacent Premises. Tenant shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Center if said increase is caused by Tenant's acts, omissions, use or occupancy of the Premises.

(d) Tenant's Improvements. Since Landlord is the Insuring Party, Landlord shall not be required to insure Tenant-Owned Alterations and Utility Installations unless the item in question has become the property of Landlord under the terms of this Lease.

8.4 Tenant's Property Insurance. Subject to the requirements of Paragraph 8.5, Tenant at its cost shall maintain commercial property insurance providing coverage, at a minimum, for "special forms" perils on all of Tenant's personal property, Trade Fixtures and Tenant-Owned Alterations and Utility Installations in, on, or about the Premises. Such insurance shall be full replacement cost coverage with a deductible not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Tenant for the replacement of personal property and the restoration of Trade Fixtures and Tenant-Owned Alterations and Utility Installations. Upon request from Landlord, Tenant shall provide Landlord with written evidence that such insurance is in force.

8.5 Insurance Policies. Insurance required of Tenant hereunder shall be in companies duly licensed to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-VII, as set forth in the most current issue of "Best's Insurance Guide" or such other rating as may be required by a Lender. In addition, Tenant's policy of liability insurance shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that any waiver of subrogation rights or release prior to a loss does not void coverage; (iii) provide that it is primary to and not contributing with, any policy of insurance carried by Landlord covering the same loss; (iv) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Landlord, its partners, property managers and Lenders; and (v) name Landlord, the property manager (currently Buzz Oates Management Services) and such other parties in interest as Landlord

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may from time to time reasonably designate to Tenant in writing, as additional insureds. Such additional insureds shall be provided the same extent of coverage as provided to Tenant under such policies. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this Paragraph 8. Tenant shall cause to be delivered to Landlord on or before the earlier of the Early Possession Date or the Commencement Date, certificates evidencing the existence and amounts of, the insurance required under Paragraph 8.2(a) and 8.4. No such policy shall be cancelable or subject to modification except after thirty (30) days' prior written notice to Landlord. Tenant shall at least thirty (30) days prior to the expiration of such policies, furnish Landlord with evidence of renewals or "insurance binders" evidencing renewal thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant to Landlord upon demand.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Tenant and Landlord each hereby release and relieve the other, and waive their entire right to recover damages (whether in contract or in tort) against the other, for loss or damage to their property arising out of or incident to the perils required to be insured against under Subparagraph 8.3(a) and Paragraph 8.4. The effect of such releases and waivers of the right to recover damages shall not be limited by the amount of property insurance carried or required, or by any deductibles applicable thereto. Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Landlord's negligence and/or breach of express warranties, Tenant shall indemnify, protect, defend and hold harmless Landlord and its agents, Landlord's master or ground lessor, partners and Lenders from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, loss of permits, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with: (a) the acts or omissions of Tenant, its Representatives and/or Visitors in or about the Center; (b) the occupancy of the Premises by Tenant; (c) the conduct of Tenant's business; (d) any accident, injury or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises during the Term; (e) out of any Default or Breach by Tenant in the performance in a timely manner of any obligation on Tenant's part to be performed under this Lease; and (f) any construction or other work undertaken by Tenant on the Premises (including any design defects). The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Landlord) litigated and/or reduced to judgment. In case any action or proceeding be brought against Landlord by reason of any of the foregoing matters, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified. Tenant's obligations under this Paragraph 8.7 shall survive the expiration or termination of the Lease.

8.8 Exemption of Landlord from Liability. Landlord shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Tenant, its Representatives and/or Visitors or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Tenant expressly acknowledges that this liability exemption is including any injury or damages that may arise due to the Premises being located in a flood hazard area. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of Landlord nor from the failure by Landlord to enforce the provisions of any other lease in the Center. Notwithstanding Landlord's negligence or breach of this Lease, Landlord shall under no circumstances be liable for injury to Tenant's business or for any loss of income or profit therefrom.

9. Damage or Destruction.

9.1 Landlord's Duty to Repair.

(a) If all or a substantial part of the Premises are rendered untenantable or inaccessible by damage to all or any part of the Center from fire or other casualty then, unless either party is entitled to and elects to terminate this Lease pursuant to Paragraphs 9.2 and 9.3 hereof, Landlord shall, at its expense, use reasonable efforts to repair and restore the Premises and/or the Center, as the case may be, to substantially their former condition to the extent permitted by then Applicable Requirements; provided, however, that in no event shall Landlord have any obligation for repair or restoration beyond the extent of insurance proceeds received by Landlord for such repair or restoration, or for any of Tenant's personal property, Trade Fixtures, Tenant-Owned Alterations and Utility Installations.

(b) If Landlord is required or elects to repair damage to the Premises and/or the Center, this Lease shall continue in effect, but Tenant's Base Rent from the date of the casualty through the date of substantial completion of the repair shall be abated with regard to any portion of the Premises that Tenant is prevented from using by reason of such damage or its repair. In no event shall Landlord be liable to Tenant by reason of any injury to or interference with Tenant's business or property arising from fire or other casualty or by reason of any repairs to any part of the Center necessitated by such casualty.

9.2 Landlord's Right to Terminate. Landlord may elect to terminate this Lease following damage by fire or other casualty under the following circumstances:

(a) If, in the reasonable judgment of Landlord, the Premises and the Center cannot be substantially repaired and restored under Applicable Requirements within one (1) year from the date of the casualty;

(b) If, in the reasonable judgment of Landlord, adequate proceeds are not, for any reason, made available to Landlord from Landlord's insurance policies (and/or from Landlord's funds made available for such purpose, at Landlord's sole option) to make the required repairs;

(c) If the Building is damaged or destroyed to the extent that, in the reasonable judgment of Landlord, the cost to repair and restore the Building would exceed twenty-five percent (25%) of the full replacement cost of the Building, whether or not the Premises are at all damaged or destroyed; or

(d) If the fire or other casualty occurs during the last year of the Term.

If any of the circumstances described in subparagraphs (a), (b), (c) or (d) of this Paragraph 9.2 occur or arise, Landlord shall notify Tenant in writing of that fact within one hundred and twenty (120) days after the date of the casualty and in such notice Landlord shall also advise Tenant whether Landlord has elected to terminate this Lease as provided above.

9.3 Tenant's Right to Terminate. If all or a substantial part of the Premises are rendered untenantable or inaccessible by damage to all or any part of the Center from fire or other casualty, then Tenant may elect to terminate this Lease under the following circumstances:

(a) Where Landlord fails to commence the required repair within one hundred and twenty (120) days after the date of the casualty, in which event Tenant may elect to terminate this Lease upon notice to Landlord given within ten (10) days after such one hundred and twenty (120)-day period; or

(b) In the circumstance described in Subparagraph 9.2(a) above; in which event Tenant may elect to terminate this Lease by giving Landlord notice of such election to terminate within thirty (30) days after Landlord's notice to Tenant pursuant

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to Paragraph 9.2 above.

9.4 Waiver. Landlord and Tenant each hereby waive the provisions of California Civil Code sections 1932(2), 1933(4) and any other applicable existing or future Applicable Requirements permitting the termination of a lease agreement in the event of damage or destruction under any circumstances other than as provided in Paragraphs 9.2 and 9.3 above.

10. Real Property Taxes.

10.1 Payment of Taxes. Landlord shall pay the Real Property Taxes, as defined in Paragraph 10.2, applicable to the Center.

10.2 Real Property Tax Definition. As used herein, the term **"Real Property Taxes"** shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary; any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal net income or estate taxes) imposed upon the Center by any authority having the direct or indirect power to tax, including any city, state or federal government; any school, agricultural, sanitary, fire, street, drainage, transit or traffic mitigation (including area-wide traffic improvement assessments and transportation system management fees), or other improvement district thereof, levied against any legal or equitable interest of Landlord in the Center or any portion thereof, Landlord's right to rent or other income therefrom, and/or Landlord's business of leasing the Premises; personal property taxes assessed on the personal property of Landlord used in the operation of the Center; service payments in lieu of taxes and taxes and assessments of every kind and nature whatsoever levied or assessed in addition to, in lieu of or in substitution for existing or additional real or personal property taxes on the Center or the personal property described above; and the reasonable cost of contesting by appropriate proceedings the amount or validity of any taxes, assessments or charges described above. The term **"Real Property Taxes"** shall also include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring, or changes in Applicable Law taking effect, during the term of this Lease, including but not limited to a change in the ownership of the Center or in the improvements thereon, the execution of this Lease, or any modification, amendment or transfer thereof, and whether or not contemplated by the Parties. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.3 Additional Improvements. Notwithstanding Paragraph 10.1 hereof, Tenant shall, however, pay to Landlord the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Tenant or at Tenant's request.

10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Landlord from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Landlord's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Tenant's Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant-Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Tenant contained in the Premises or stored within the Center, whether any such imposition is levied directly against Tenant or levied against Landlord, the Building or the Center. When possible, Tenant shall cause its Tenant-Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord. If any of Tenant's said property shall be assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant's property within ten (10) days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

11. Utilities.

11.1 Generally. Tenant shall pay directly for all utilities and services supplied to the Premises, including but not limited to electricity, telephone, security, gas and cleaning of the Premises, together with any taxes thereon. If any such utilities or services are not separately metered to the Premises or separately billed to the Premises, Tenant shall pay to Landlord a reasonable proportion to be determined by Landlord of all such charges jointly metered or billed with other premises in the Building.

11.2 Service Failure. In the event of an interruption in or failure or inability to provide any services or utilities to the Premises or Building for any reason (a "**Service Failure**"), such Service Failure shall not, regardless of its duration, impose upon Landlord any liability whatsoever, constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant's obligations under this Lease. Tenant hereby waives any benefits of any applicable existing or future law, including the provisions of California Civil Code section 1932(1), permitting the termination of this Lease due to such interruption, failure or inability.

11.3 Utility Providers. Landlord may, in Landlord's sole and absolute discretion, at any time and from time to time, contract, or require Tenant to contract, for utility services (including generation, transmission, or delivery of the utility service) with a utility service provider of Landlord's choosing. Tenant shall fully cooperate with Landlord and any utility service provider selected by Landlord. Tenant shall permit Landlord and the utility service provider to have reasonable access to the Premises and the utility equipment serving the Premises, including lines, feeders, risers, wiring, pipes, and meters. Tenant shall either pay or reimburse Landlord for all costs associated with any change of utility service, including the cost of any new utility equipment, within ten (10) days after Landlord's written demand for payment or reimbursement. Under no circumstances shall Landlord be responsible or liable for any loss, damage, or expense that Tenant may incur as a result of any change of utility service, including any change that makes the utility supplied less suitable for Tenant's needs, or for any failure, interference, or defect in any utility service. No such change, failure, interference, or defect shall constitute an actual or constructive eviction of Tenant, or entitle Tenant to any abatement of rent, or relieve Tenant from any of Tenant's obligations under this Lease.

11.4 Solar Power. At any time before or during the Lease Term, Landlord shall have the right to install, or cause another party to install, one or more solar photovoltaic systems (**"Solar System"**) on the roof of the Building for the purpose of supplying power to the Building. In the event a Solar System is installed on the roof of the Building, Tenant shall purchase its power from the Solar System to the extent that such power is made available to Tenant, provided that the cost to Tenant shall not be greater than the cost to purchase energy from the Energy Provider (as defined below) on a per kilowatt basis taking into account time of usage. The balance of power required by Tenant shall be purchased by Tenant from the Building's local utility (**"Energy Provider"**). Tenant and Landlord (or Landlord's agent) shall enter into an agreement and/or amendment to this Lease to document the same.

12. Assignment and Subletting.

12.1 Landlord's Consent Required.

(a) Subject to subparagraph 12.1(f) below, Tenant shall not voluntarily or by operation of law assign, transfer, mortgage or otherwise transfer or encumber (collectively, "assign") or sublet all or any part of Tenant's interest in this Lease or in the

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Premises without Landlord's prior written consent given under and subject to the terms of Paragraph 31. The parties hereto agree and acknowledge that, among other circumstances for which Landlord could reasonably withhold consent to a proposed assignment or sublease, it shall be reasonable for Landlord to withhold consent where (i) the proposed assignee or subtenant does not intend itself to occupy the entire portion of the Premises assigned or sublet, (ii) Landlord reasonably disapproves of the assignee's or subtenant's business operating ability or history, reputation or creditworthiness or the character of the business to be conducted by the assignee or subtenant at the Premises, (iii) the assignee or subtenant is a governmental agency or unit, (iv) the assignee or subtenant is an existing tenant in the Building or Center or a party with whom Landlord has negotiated to lease space in the Center within the preceding six (6) months, (v) the proposed transfer would violate any "exclusive" rights of any tenants in the Center, (vi) the rental and other consideration payable by the assignee or subtenant is less than that currently being paid by tenants under new leases of comparable space in the Center, (vii) Tenant is in default under this Lease, (viii) such assignee's or subtenant's proposed use is not permitted under Paragraph 6 hereof, (ix) such assignee's or subtenant's proposed use would increase the density of occupation in the Premises or use of the Building's parking facilities, (x) the assignment or sublease would result in there being more than two (2) separate entities or businesses occupying the Premises, (xi) the assignment or sublease would constitute a sub-sublease, or (xii) Landlord otherwise determines that the proposed assignment or sublease would have the effect of decreasing the value of the Building or increasing the expenses associated with operating, maintaining and repairing the Building or the Center. In no event may Tenant publicly offer or advertise all or any portion of the Premises for assignment or sublease at a rental less than that then sought by Landlord for a direct lease (non-sublease) of comparable space in the Building or the Center.

(b) A change in the control of Tenant shall constitute an assignment requiring Landlord's consent. The transfer, on a cumulative basis, of twenty-five percent (25%) or more of the voting control of Tenant shall constitute a change in control for this purpose.

(c) The involvement of Tenant or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, refinancing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Tenant's assets occurs, which results or will result in a reduction of the Net Worth of Tenant, as hereinafter defined, by an amount equal to or greater than twenty-five percent (25%) of such Net Worth of Tenant as it was represented to Landlord at the time of full execution and delivery of this Lease or at the time of the most recent assignment to which Landlord has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, at whichever time said Net Worth of Tenant was or is greater, shall be considered an assignment of this Lease by Tenant to which Landlord may reasonably withhold its consent. **"Net Worth of Tenant"** for purposes of this Lease shall be the net worth of Tenant (excluding any Guarantors) established under generally accepted accounting principles consistently applied.

(d) An assignment or subletting of Tenant's interest in this Lease without Landlord's specific prior written consent shall, at Landlord's option, be a Default curable after notice per Paragraph 13.1, or a non-curable Breach without the necessity of any notice and grace period. If Landlord elects to treat such unconsented to assignment or subletting as a non-curable Breach, Landlord shall have the right to either: (i) terminate this Lease in accordance with Paragraph 13.2 hereof, or (ii) upon thirty (30) days' written notice (**"Landlord's Notice"**), increase the monthly Base Rent for the Premises to the greater of the then fair market rental value of the Premises, as reasonably determined by Landlord, or one hundred ten percent (110%) of the Base Rent then in effect. Pending determination of the new fair market rental value, if disputed by Tenant, Tenant shall pay the amount set forth in Landlord's Notice, with any overpayment credited against the next installment(s) of Base Rent coming due, and any underpayment for the period retroactively to the effective date of the adjustment being due and payable immediately upon the determination thereof. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Tenant shall be subject to similar adjustment to the then fair market value as reasonably determined by Landlord (without the Lease being considered an encumbrance or any deduction for depreciation or obsolescence, and considering the Premises at its highest and best use and in good condition) or one hundred ten percent (110%) of the price previously in effect, (ii) any index-oriented rental or price adjustment formulas contained in this Lease shall be adjusted to require that the base index be determined with reference to the index applicable to the time of such adjustment, and (iii) any fixed rental adjustments scheduled during the remainder of the Term shall be increased in the same ratio as the new rental bears to the Base Rent in effect immediately prior to the adjustment specified in Landlord's Notice.

(e) Tenant's remedy for any breach of this Paragraph 12.1 by Landlord shall be limited to compensatory damages and/or injunctive relief.

(f) Notwithstanding any of the above provisions of this Paragraph 12 to the contrary, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's written consent, but subject to all other provisions of this Lease, to any corporation or other entity which controls, is controlled by, or is under common control with Tenant, or to any corporation or other entity resulting from a merger or consolidation of Tenant (collectively, an **"Affiliate"**), subject to all the terms of this Lease (except only that Landlord shall not be entitled to terminate this Lease pursuant to Paragraph 12.2(j) below) upon such an assignment or sublease to an Affiliate, provided that (i) the Affiliate assumes in writing all of Tenant's obligations under this Lease, and (ii) the original entity executing this Lease as "Tenant" remains fully liable under this Lease, and (iii) Landlord receives written notification of such transfer and Landlord is provided with all relevant documents requested by Landlord, at least twenty (20) days prior to the effective date of such transfer, and (iv) Tenant is not then and has not been in Default under this Lease; (v) the intended transferee has a tangible net worth, as evidenced by financial statements delivered to Landlord and certified by an independent certified public accountant in accordance with generally accepted accounting principles that are consistently applied ("**Net Worth**"), at least equal to the Net Worth of Tenant (as defined in 12.1(c) above) either immediately before the proposed assignment or subletting or as of the date of this Lease, whichever is greater, and (vi) such transfer is not a subterfuge by Tenant to avoid its obligations under this Lease or the restrictions on assignment and subletting under this Paragraph 12.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Landlord's consent, any assignment or subletting shall not (i) be effective without the express written assumption by such assignee of the obligations of Tenant under this Lease or a written sublease by and between subtenant and Tenant, as the case may be, (ii) release Tenant of any obligations hereunder, nor (iii) alter the primary liability of Tenant for the payment of Base Rent and other sums due Landlord hereunder or for the performance of any other obligations to be performed by Tenant under this Lease.

(b) Landlord may accept any rent or performance of Tenant's obligations from any person other than Tenant pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of any rent for performance shall constitute a waiver or estoppel of Landlord's right to exercise its remedies for the Default or Breach by Tenant of any of the terms, covenants or conditions of this Lease.

(c) The consent of Landlord to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting by Tenant or to any subsequent or successive assignment or subletting by the assignee or subtenant. However, Landlord may consent to subsequent subletting and assignments of the sublease or any amendments or modifications thereto without notifying Tenant or anyone else liable under this Lease or the sublease and without obtaining their consent, and such action shall not relieve such persons from liability under this Lease or the sublease.

(d) In the event of any Default or Breach of Tenant's obligation under this Lease, Landlord may proceed directly against Tenant, any Guarantor or anyone else responsible for the performance of the Tenant's obligations under this Lease, including any assignee or subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Landlord's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or

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subtenant, including but not limited to the intended use and/or required modification of the Premises, if any, together with a non-refundable deposit of $1,000 or ten percent (10%) of the monthly Base Rent applicable to the portion of the Premises which is the subject of the proposed assignment or sublease, whichever is greater, as reasonable consideration for Landlord's considering and processing the request for consent. Tenant agrees to provide Landlord with such other or additional information and/or documentation as may be reasonably requested by Landlord.

(f) Any assignee of, or subtenant under, this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed, for the benefit of Landlord, to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Tenant during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Landlord has specifically consented in writing.

(g) The occurrence of a transaction described in Paragraph 12.2(c) shall give Landlord the right (but not the obligation) to require that the Security Deposit be increased by an amount equal to six (6) times the then monthly Base Rent, and Landlord may make the actual receipt by Landlord of the Security Deposit increase a condition to Landlord's consent to such transaction.

(h) Landlord, as a condition to giving its consent to any assignment or subletting, may require that the amount and adjustment schedule of the rent payable under this Lease be adjusted to what is then the market value and/or adjustment schedule for property similar to the Premises as then constituted, as determined by Landlord.

(i) Except with respect to an assignment or sublease to an Affiliate, if Landlord consents to an assignment or sublease, Landlord shall be entitled to receive as additional Rent hereunder an amount equal to seventy-five percent (75%) of the amount (if any) by which the total value of (x) any consideration paid by the assignee or subtenant, as applicable, for the assignment or sublease and, in the case of a sublease, the excess of the rent and other consideration payable by the subtenant over the amount of Rent payable hereunder applicable to the subleased space, exceeds (y) the reasonable direct, out-of-pocket costs (such as, but not necessarily limited to, reasonable brokerage commissions, tenant improvement costs, attorneys' fees, and other cash concessions as may be typical, reasonable and appropriate under then prevailing market conditions) actually and necessarily paid by Tenant to third parties not affiliated with Tenant to procure the assignment or sublease.

(j) Notwithstanding any of the above provisions of this Paragraph 12 to the contrary, if Tenant notifies Landlord that it desires to assign or sublet Tenant's interest in this Lease, Landlord, in lieu of consenting to such assignment or subletting, may elect (x) in the case of an assignment or a sublease of the entire Premises, to terminate this Lease, or (y) in the case of a sublease of less than the entire Premises, to terminate this Lease as it relates to the space proposed to be subleased by Tenant. In such event, this Lease will terminate (or the space proposed to be subleased will be removed from the Premises subject to this Lease and the Base Rent under this Lease shall be proportionately reduced) on the date the transfer was proposed to be effective, and Landlord may lease such space to any party, including the prospective transferee identified by Tenant.

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Tenant of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Tenant hereby assigns and transfers to Landlord all of Tenant's interest in all rentals and income arising from any sublease of all or a portion of the Premises heretofore or hereafter made by Tenant, and Landlord may collect such rent and income and apply same toward Tenant's obligations under this Lease; provided, however, that until a Breach (as defined in Paragraph 13.1) shall occur in the performance of Tenant's obligations under this Lease, Tenant may, except as otherwise provided in this Lease, receive, collect and enjoy the rents accruing under such sublease. Landlord shall not, by reason of the foregoing provision or any other assignment of such sublease to Landlord, nor by reason of the collection of the rents from a subtenant, be deemed liable to the subtenant for any failure of Tenant to perform and comply with any of Tenant's obligations to such subtenant under such sublease. Tenant hereby irrevocably authorizes and directs any such subtenant, upon receipt of a written notice from Landlord stating that a Breach exists in the performance of Tenant's obligations under this Lease, to pay to Landlord the rents and other charges due and to become due under the sublease. Subtenant shall rely upon any such statement and request from Landlord and shall pay such rents and other charges to Landlord without any obligation or right to inquire as to whether such Breach exists and notwithstanding any notice from or claim from Tenant to the contrary. Tenant shall have no right or claim against such subtenant, or, until the Breach has been cured, against Landlord, for any such rents and other charges so paid by said subtenant to Landlord.

(b) In the event of a Breach by Tenant in the performance of its obligations under this Lease, Landlord, at its option and without any obligation to do so, may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of the sublandlord under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Landlord shall not be liable for any prepaid rents or security deposit paid by such subtenant to such sublandlord or for any other prior defaults or breaches of such sublandlord under such sublease.

(c) Any matter or thing requiring the consent of the sublandlord under a sublease shall also require the consent of Landlord herein.

(d) No subtenant under a sublease approved by Landlord shall further assign or sublet all or any part of the Premises without Landlord's prior written consent.

(e) Landlord shall deliver a copy of any notice of Default or Breach by Tenant to the subtenant, who shall have the right to cure the Default of Tenant within the grace period, if any, specified in such notice. The subtenant shall have a right of reimbursement and offset from and against Tenant for any such Defaults cured by the subtenant.

13. Default; Breach; Remedies.

13.1 Default; Breach. Landlord and Tenant agree that if an attorney is consulted by Landlord in connection with a Tenant Default or Breach (as hereinafter defined), $350.00 is a reasonable minimum sum per such occurrence for attorneys' fees in the preparation of a notice of Default, and that Landlord may include the cost of such preparation, together with any and all costs of service of said notice, in said notice as rent due and payable to cure said Default. A **"Default"** by Tenant is defined as a failure by Tenant to observe, comply with or perform any of the terms, covenants, conditions or rules applicable to Tenant under this Lease. A **"Breach"** by Tenant is defined as the occurrence of any one or more of the following Defaults, and, where a grace period for cure after notice is specified herein, the failure by Tenant to cure such Default prior to the expiration of the applicable grace period, and shall entitle Landlord to pursue the remedies set forth in Paragraphs 13.2 and/or 13.3:

(a) The vacating of the Premises without the intention to reoccupy same, or the abandonment of the Premises.

(b) Except as expressly otherwise provided in this Lease, the failure by Tenant to make any payment of Base Rent, or any other monetary payment required to be made by Tenant hereunder as and when due, the failure by Tenant to provide Landlord with reasonable evidence of insurance or surety bond required under this Lease, or the failure of Tenant to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of three (3) days following written notice thereof by or on behalf of Landlord to Tenant.

(c) Except as expressly otherwise provided in this Lease, the failure by Tenant to provide Landlord with reasonable written evidence (in duly executed original form, if applicable) of (i) compliance with Applicable Laws per Paragraph 2.4 and Applicable Requirements per Paragraph 6.3, (ii) the inspection, maintenance and service contract required under Subparagraph 7.1(b), (iii) the rescission of an unauthorized assignment or subletting per Paragraph 12.1, (iv) an estoppel certificate per Paragraph 16, (v) the subordination or non-subordination of this Lease per Paragraph 26, (vi) the guaranty of the performance of Tenant's obligations under this Lease if required under Paragraphs 1.11 and 32, (vii) the execution of any document requested under Paragraph 37, or (viii)

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any other documentation or information which Landlord may reasonably require of Tenant under the terms of this Lease, where any such failure continues for a period of ten (10) days following written notice by or on behalf of Landlord to Tenant.

(d) A Default by Tenant as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 35 hereof that are to be observed, complied with or performed by Tenant, other than those described in Subparagraphs 13.1 (a), (b) or (c), above, where such Default continues for a period of thirty (30) days after written notice thereof by or on behalf of Landlord to Tenant; provided, however, that if the nature of Tenant's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach of this Lease by Tenant if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(e) The occurrence of any of the following events: (i) Tenant ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) is adjudicated an insolvent, files a petition (or files an answer admitting the material allegations of a petition) seeking relief under any state or federal bankruptcy or other statute, law or regulation affecting creditors' rights; (iv) all or substantially all of Tenant's assets are subject to judicial seizure or attachment and are not released within thirty (30) days; or (v) Tenant consents to or acquiesces in the appointment of a trustee, receiver or liquidator for Tenant or for all or any substantial part of Tenant's assets.

(f) The discovery by Landlord that any financial statement of Tenant or of any Guarantor, given to Landlord by Tenant or any Guarantor, was materially false.

(g) If the performance of Tenant's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such Guaranty, (iii) a Guarantor becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the Guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory breach basis, and Tenant's failure, within sixty (60) days following written notice by or on behalf of Landlord to Tenant of any such event, to provide Landlord with written alternative assurances of security, which, when coupled with the then existing resources of Tenant, equals or exceeds the combined financial resources of Tenant and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Tenant fails to perform any affirmative duty or obligation of Tenant under this Lease, within ten (10) days after written notice to Tenant (or in case of an emergency, without notice), Landlord may at its option (but without obligation to do so), perform such duty or obligation on Tenant's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Landlord shall be due and payable by Tenant to Landlord upon invoice therefor. If any check given to Landlord by Tenant shall not be honored by the bank upon which it is drawn, Landlord, at its own option, may require all future payments to be made under this Lease by Tenant to be made only by cashier's check. In the event of a Breach of this Lease by Tenant (as defined in Paragraph 13.1), with or without further notice or demand, Landlord shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law:

(a) Landlord may terminate Tenant's right to possession of the Premises at any time by written notice to Tenant. Tenant expressly acknowledges that in the absence of such written notice from Landlord, no other act of Landlord, including re-entry into the Premises, efforts to relet the Premises, reletting of the Premises for Tenant's account, storage of Tenant's personal property and Trade Fixtures, acceptance of keys to the Premises from Tenant or exercise of any other rights and remedies under this Paragraph, shall constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenant's right to possession of the Premises. Upon such termination in writing of Tenant's right to possession of the Premises, as herein provided, this Lease shall terminate and Landlord shall be entitled to recover damages from Tenant as provided in California Civil Code section 1951.2 and any other applicable existing or future law providing for recovery of damages for such Breach, including: (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Landlord in connection with this Lease applicable to the unexpired term of this Lease; and (v) any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law. The worth at the time of award of the amount referred to in provisions (i) through (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco or the Federal Reserve Bank District in which the Premises are located at the time of award plus one percent (1%), but in no case greater than the maximum amount of interest permitted by law. Efforts by Landlord to mitigate damages caused by Tenant's Default or Breach of this Lease shall not waive Landlord's right to recover damages under this Paragraph 13.2. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding the unpaid rent and damages as are recoverable therein, or Landlord may reserve the right to recover all or any part thereof in a separate suit for such rent and/or damages. If a notice and grace period required under Subparagraph 13.1(b), (c) or (d) was not previously given, a notice to pay rent or quit, or to perform or quit, as the case may be, given to Tenant under any statute authorizing the forfeiture of leases for unlawful detainer shall also constitute the applicable notice for grace period purposes required by Subparagraph 13.1(b), (c) or (d). In such case, the applicable grace period under the unlawful detainer statute shall run concurrently after the one such statutory notice, and the failure of Tenant to cure the Default within the greater of the two (2) such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Landlord to the remedies provided for in this Lease and/or by said statute.

(b) Landlord may continue the Lease and Tenant's right to possession in effect (under California Civil Code section 1951.4) after Tenant's Breach and recover the rent as it becomes due, provided Tenant has the right to sublet or assign, subject only to reasonable limitations. Landlord and Tenant agree that the limitations on assignment and subletting in this Lease are reasonable. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver to protect Landlord's interest under this Lease, shall not constitute a termination of Tenant's right to possession.

(c) Landlord may pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Premises are located.

(d) The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Tenant's use and/or occupancy of the Premises.

(e) Acceptance of a partial payment shall not constitute a waiver under this Lease or at law or equity, including, without limitation, the right to recover possession of the Premises.

13.3 Inducement Recapture In Event of Breach. Any agreement by Landlord for free or abated rent or other charges applicable to the Premises, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, or any Option (as defined in Paragraph 34 below), so given, or any inducement or consideration for Tenant's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"** shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease to be performed or observed by Tenant during the Term. Upon the occurrence of a Breach (as defined in Paragraph 13.1) of this Lease by Tenant, any such Inducement Provision shall automatically

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be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord, and recoverable by Landlord, as additional rent due under this Lease, notwithstanding any subsequent cure of said Breach by Tenant. The acceptance by Landlord of rent or the cure of the Breach which initiated the operation of this Paragraph 13.3 shall not be deemed a waiver by Landlord of the provisions of this Paragraph 13.3 unless specifically so stated in writing by Landlord at the time of such acceptance.

13.4 Assignments and Subleases of Tenant. Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Paragraph 13, Landlord shall have the right to terminate any and all assignments and subleases entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such assignments or subleases. In the event of Landlord's election to succeed to Tenant's interest in any such assignments or subleases, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of the floor area of the Premises, or more than twenty-five percent (25%) of the portion of the Common Areas designated for Tenant's parking, is taken by condemnation, Tenant may, at Tenant's option, to be exercised in writing within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. No reduction of Base Rent shall occur if the condemnation does not apply to any portion of the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution of value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any compensation, separately awarded to Tenant for Tenant's relocation expenses and/or loss of the Trade Fixtures. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall to the extent of its net severance damages received, over and above Tenant's share of the legal and other expenses incurred by Landlord in the condemnation matter, repair any damage to the Premises caused by such condemnation authority. In no event shall Landlord have any obligation to repair or replace any improvements in the Premises beyond the amount of the net severance damages received by Landlord for such repair or to repair or replace any of Tenant's personal property, Trade Fixtures, Alterations or Utility Installations. Tenant shall be responsible for the payment of any amount in excess of such net severance damages required to complete such repair. Landlord and Tenant each hereby waive the provisions of California Code of Civil Procedure section 1265.130 and any other applicable existing or future law allowing either party to petition for a termination of this Lease upon a partial taking of the Premises and/or the Center.

15. Brokers. Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder other than as named in Paragraph 1.10(a) in connection with the negotiation of this Lease and/or the consummation of the transaction contemplated hereby, and that no broker or other person, firm or entity other than said named Broker(s) is entitled to any commission or finder's fee in connection with said transaction. Tenant and Landlord do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, and/or attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates and Financial Statements.

16.1 Estoppel Certificates. Within ten (10) days after written request therefor, Tenant shall execute and deliver to Landlord, in a form provided by or satisfactory to Landlord, a certificate stating that this Lease is in full force and effect, describing any amendments or modifications hereto, acknowledging that this Lease is subordinate or prior, as the case may be, to any Security Device (as defined in Paragraph 26.1 below and stating any other information Landlord may reasonably request, including the Term, the monthly Base Rent, the date to which Rent has been paid, the amount of any Security Deposit or prepaid rent, whether either party hereto is in default under the terms of the Lease, and whether Landlord has completed its construction obligations hereunder (if any), and providing such other information concerning this Lease or the Premises as Landlord may reasonably request. Any person or entity purchasing, acquiring an interest in or extending financing with respect to the Center shall be entitled to rely upon any such certificate. If Tenant fails to deliver such certificate within ten (10) days after Landlord's second written request therefor, Tenant shall be liable to Landlord for any damages incurred by Landlord including any profits or other benefits from any financing of the Center or any interest therein which are lost or made unavailable as a result, directly or indirectly, of Tenant's failure or refusal to timely execute or deliver such estoppel certificate.

16.2 Financial Statement. If Landlord desires to finance, refinance, or sell the Premises, the Building or the Center, or any part thereof, Tenant and Guarantor(s) shall deliver to any potential lender or purchaser designated by Landlord such financial statements of Tenant and Guarantor(s) as may be reasonably required by such lender or purchaser, including but not limited to Tenant's financial statements for the past three (3) years. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Landlord's Liability. The term **"Landlord"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises. In the event of a transfer of Landlord's title or interest in the Premises or in this Lease, Landlord shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Landlord at the time of such transfer or assignment. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Landlord shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Landlord. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Landlord shall be binding only upon the Landlord as hereinabove defined. Notwithstanding any other term or provision of this Lease, the liability of Landlord for its obligations under this Lease is limited solely to Landlord's interest in the Building as the same may from time to time be encumbered, and no personal liability shall at any time be asserted or enforceable against any other assets of Landlord or against Landlord's partners or members or its or their respective partners, trustees, shareholders, members, directors, officers or managers on account of any of Landlord's obligations or actions under this Lease.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

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20. Notices.

20.1 Notice Requirements. All notices, demands, requests, consents or approvals required or permitted by this Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by electronic mail (provided such electronic mail notice shall only be valid if followed with a notice sent in one of the other methods specified above), and shall be deemed sufficiently given if served in a manner specified in this Paragraph 20. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notice purposes. Either Party may by written notice to the other specify a different address for notice purposes. Notwithstanding anything to the contrary herein or elsewhere within this Lease, upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's notice address for the purpose of mailing or delivering of any statutory notices to Tenant. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by written notice to Tenant. If Tenant sublets the Premises, notices from Landlord shall be effective on the subtenant when given to Tenant pursuant to this Paragraph. Notwithstanding any provision of this Lease to the contrary, if this Lease (or any rider, addendum or subsequent amendment hereto) grants Tenant any Option (as defined in Paragraph 34 below), the exercise of such Option shall be valid only if Landlord actually receives written notice thereof from Tenant by the date that such Option expires.

20.2 Date of Notice. Any notice delivered personally or sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery (or refusal of delivery or receipt). If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the United States Postal Service or courier. Notice given by electronic mail in accordance with the terms of hereof will be deemed to be received on the business day of delivery if transmitted during business hours or the next business day if after business hours. If notice is received on a Saturday or a Sunday or a legal holiday, it shall be deemed received on the next business day.

20.3 Replacement of Statutory Notice Requirements. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by Code of Civil Procedure section 1161 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Lease) in the manner required by Paragraph 20.1 shall replace and satisfy the statutory service-of-notice procedures, including those required by Code of Civil Procedure section 1162 or any similar or successor statute.

21. Waivers. No provisions of this Lease shall be deemed waived by Landlord or Tenant unless such waiver is in a writing signed by the waiving party. No waiver by Landlord of the Default or Breach of any term, covenant or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Tenant of the same or any other term, covenant or condition hereof. Landlord's consent to, or approval of, any such act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. Regardless of Landlord's knowledge of a Default or Breach at the time of accepting rent, the acceptance of rent by Landlord shall not be a waiver of any Default or Breach by Tenant of any provision hereof. Any payment given Landlord by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment.

22. No Right to Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant (directly or through any assignee, subtenant, transferee or other successor-in-interest of Tenant) remains in possession of the Premises after the expiration or termination of this Lease, Tenant's continued possession shall be on the basis of a tenancy at the sufferance of Landlord. In such event, Tenant shall continue to comply with or perform all the terms and obligations of Tenant under this Lease, except that the monthly Base Rent during Tenant's holding over shall be one hundred fifty percent (150%) of the Base Rent payable in the last full month prior to such holding over. Acceptance by Landlord of rent after such termination shall not constitute a renewal of this Lease; and nothing contained in this provision shall be deemed to waive Landlord's right of re-entry or any other right hereunder or at law. Tenant shall indemnify, defend and hold Landlord harmless from and against all claims arising or resulting directly or indirectly from Tenant's failure to timely surrender the Premises, including (i) any rent payable by or any loss, cost, or damages claimed by any prospective tenant of the Premises, and (ii) Landlord's damages as a result of such prospective tenant rescinding or refusing to enter into the prospective lease of the Premises by reason of such failure to timely surrender the Premises.

23. Cumulative Remedies. No remedy or election of Landlord hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

24. Independent Covenants. This Lease shall be construed as though the covenants of Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord; provided, however, that the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof.

25. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the County in which the Premises are located.

26. Subordination; Attornment.

26.1 Subordination. This Lease and any Option (as defined in Paragraph 34 below) granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed by Landlord upon the real property of which the Premises are a part, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees that the Lenders holding any such Security Device shall have no duty, liability or obligation to perform any of the obligations of Landlord under this Lease, but that in the event of Landlord's default with respect to any such obligation, Tenant will give any Lender whose name and address have been furnished Tenant in writing for such purpose notice of Landlord's default. If any Lender shall elect to have this Lease granted hereby superior to the lien of its Security Device and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

26.2 Attornment. In the event that Landlord transfers title to the Premises, or the Premises are acquired by another

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upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) provided such new owner is willing to not disturb Tenant so long as Tenant is not in Default, Tenant shall attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Lease shall automatically become a new lease between Tenant and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Landlord shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Landlord's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which tenant might have against any prior landlord; (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior landlord. Tenant waives its right under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease as a result of any sale of the Premises or the foreclosure or termination of any Security Device.

26.3 Non-Disturbance. With respect to Security Devices entered into by Landlord after the execution of this Lease, Landlord shall use reasonable, good faith efforts to obtain a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from its Lender which provides that Tenant's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Tenant is not in Default hereof and attorns to the record owner of the Premises. Tenant acknowledges that the Non-Disturbance Agreement may contain the limitations on liability of the succeeding owner set forth in Paragraph 26.2 above, and will be in the form that the Lender typically provides tenants such as Tenant, taking into account the terms of this Lease, the creditworthiness of Tenant and such criteria as its Lender customarily applies. Such Non-Disturbance Agreement may provide, among other things, that (i) such Lender shall be entitled to receive notice of any Landlord default under this Lease plus a reasonable opportunity to cure such default; (ii) such Lender shall not be bound by any modification or amendment to this Lease, or any cancellation or surrender of this Lease, without such Lender's consent, (iii) such Lender shall not be bound by any obligation under this Lease or any agreement to perform or pay for any improvements to the Premises; and (iv) such Lender or any successor landlord shall not: (a) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Tenant might have against any prior landlord; (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior landlord. Landlord shall have no obligation to negotiate the terms of the Non-Disturbance Agreement on Tenant's behalf, or to incur any legal fees or other out-of-pocket expenses in obtaining the Non-Disturbance Agreement.

26.4 Self-Executing. The agreements contained in this Paragraph 26 shall be effective without the execution of any further documents; provided, however, that upon written request from Landlord or a Lender in connection with a sale, financing or refinancing of Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any such subordination or non-subordination, attornment and/or non-disturbance agreement as is provided for herein.

27. Attorneys' Fee. If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term **"Prevailing Party"** shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. Landlord shall be entitled to attorneys' fees, costs and expenses incurred in preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

28. Landlord's Access; Showing Premises. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of showing the same to prospective purchasers, lenders, or tenants. Landlord may, at any time, place on or about the Premises, the Building or the Center any ordinary "For Sale" and "For Lease" signs. All such activities of Landlord shall be without abatement of rent or liability to Tenant.

29. Signs. Tenant shall not place any sign upon the exterior of the Premises or the Building or in the Common Areas, except that Tenant may, with Landlord's prior written consent, install (but not on the roof) such signs as are reasonably required to advertise Tenant's own business so long as such signs are in a location designated by Landlord and comply with Applicable Requirements and the signage criteria or guidelines established for the Center by Landlord. The installation of any sign on the Premises by or for Tenant shall be subject to the provisions of Paragraph 7 (Maintenance, Repairs, Utility Installations, Trade Fixtures and Alterations). Unless otherwise expressly agreed herein, Landlord reserves all rights to the use of the roof of the Building, and the right to install advertising signs on the Building, including the roof, which do not unreasonably interfere with the conduct of Tenant's business. Landlord shall be entitled to all revenues from such advertising signs.

30. Termination; Merger. Unless specifically stated otherwise in writing by Landlord, the voluntary or other surrender of this Lease by Tenant, the mutual termination or cancellation hereof, or a termination hereof by Landlord for Breach by Tenant, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, Landlord shall, in the event of any such surrender, termination or cancellation, have the option to continue any one or all of any existing subtenancies. Landlord's failure within ten (10) days following any such event to make a written election to the contrary by written notice to the holder of any such subtenancy interest, shall constitute Landlord's election to have such event constitute the termination of such interest.

31. Consents.

(a) Except for Paragraph 6.1 hereof (Permitted Use) or as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Landlord's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Tenant for any Landlord consent pertaining to this Lease or the Premises, including but not limited to consents to an assignment a subletting or the presence or use of a Hazardous Substance, shall be paid by Tenant to Landlord upon receipt of an invoice and supporting documentation therefor. In addition to the deposit described in Paragraph 12.2(e), Landlord may, as a condition to considering any such request by Tenant, require that Tenant deposit with Landlord an amount of money (in addition to the Security Deposit held under Paragraph 5) reasonably calculated by Landlord to represent the cost Landlord will incur in considering and responding to Tenant's request. Any unused portion of said deposit shall be refunded to Tenant without interest. Landlord's consent to any act, assignment of this Lease or subletting of the Premises by Tenant shall not constitute an acknowledgment that no Default or Breach by Tenant of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Landlord at the time of such consent.

(b) All conditions to Landlord's consent authorized by this Lease are acknowledged by Tenant as being reasonable. The failure to specify herein any particular condition to Landlord's consent shall not preclude the impositions by Landlord at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given.

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(c) If it is determined that Landlord failed to give its consent where it was required to do so under this Lease, Tenant shall be entitled to injunctive relief but shall not to be entitled to monetary damages or to terminate this Lease for such failure. Without limiting the generality of the foregoing, if Tenant claims that Landlord has unreasonably withheld or delayed its consent under Paragraph 12 of this Lease with respect to any proposed assignment or subletting, Tenant's sole remedy shall be an injunction for the relief sought, and Tenant waives the benefit of the remedies provided under Civil Code section 1995.310, and any similar or successor statute, judicial decision or other law that purports to allow Tenant to terminate this Lease or to seek damages under such circumstances.

32. Intentionally Deleted.

33. Quiet Possession. Upon payment by Tenant of the rent for the Premises and the performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease, including, without limitation, Paragraph 26 (Subordination and Attornment).

34. Options.

34.1 Definition. As used in this Lease, the word **"Option"** has the following meaning: (a) the right to extend the term of this Lease or to renew this Lease or to extend or renew any lease that Tenant has on other property of Landlord; (b) the right of first refusal to lease the Premises or the right of first offer to lease the Premises or the right of first refusal to lease other property of Landlord or the right of first offer to lease other property of Landlord; (c) the right to purchase the Premises, or the right of first refusal to purchase the Premises, or the right of first offer to purchase the Premises, or the right to purchase other property of Landlord, or the right of first refusal to purchase other property of Landlord, or the right of first offer to purchase other property of Landlord.

34.2 Options Personal to Original Tenant. Each Option granted to Tenant in this Lease is personal to the original Tenant named in Paragraph 1.1 hereof, and cannot be voluntarily or involuntarily assigned or exercised by any person or entity other than said original Tenant while the original Tenant is in full and actual possession of the Premises and without the intention of thereafter assigning or subletting. The Options, if any, herein granted to Tenant are not assignable, either as a part of an assignment of this Lease or separately or apart therefrom, and no Option may be separated from this Lease in any manner, by reservation or otherwise.

34.3 Multiple Options. In the event that Tenant has any multiple Options to extend or renew this Lease, a later option cannot be exercised unless the prior options to extend or renew this Lease have been validly exercised.

34.4 Effect of Default on Options.

(a) Tenant shall have no right to exercise an Option, notwithstanding any provision in the grant of Option to the contrary: (i) during the period commencing with the giving of any notice of Default under Paragraph 13.1 and continuing until the noticed Default is cured, or (ii) during the period of time any monetary obligation due Landlord from Tenant is unpaid (without regard to whether notice thereof is given Tenant), or (iii) during the time Tenant is in Breach of this Lease, or (iv) in the event that Landlord has given to Tenant three (3) or more notices of separate Defaults under Paragraph 13.1 during the twelve (12) month period immediately preceding the exercise of the Option, whether or not the Defaults are cured.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise an Option because of the provisions of Paragraph 34.4(a).

(c) All rights of Tenant under the provisions of an Option shall terminate and be of no further force or effect, notwithstanding Tenant's due and timely exercise of the Option, if, after such exercise and during the term of this Lease, (i) Tenant fails to pay to Landlord a monetary obligation of Tenant for a period of thirty (30) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant), or (ii) Landlord gives to Tenant three (3) or more notices of separate Defaults under Paragraph 13.1 during any twelve (12) month period, whether or not the Defaults are cured, or (iii) if Tenant commits a Breach of this Lease.

34.5 Construction. The provisions of this Paragraph 34 shall apply only if Tenant is specifically granted an option under a separate provision of this Lease. In no event shall this Paragraph 34 be construed as granting Tenant an option if no such separate provision exists.

35. Rules and Regulations. Tenant agrees that it will abide by, and keep and observe all reasonable, non-discriminatory rules and regulations (**"Rules and Regulations"**) which Landlord may make from time to time for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Center and their invitees.

36. Security Measures. Tenant hereby acknowledges that the rental payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of the Premises, Tenant, its Representatives and Visitors and their property from the acts of third parties. Subject to Landlord's prior written approval, which approval may be withheld or conditioned in Landlord's sole and absolute discretion, and Tenant's compliance with the provisions of Paragraph 7.3 above, Tenant may, at its sole cost and expense, install cameras or similar security equipment or a security system (**"Security System"**) in, on or around the Premises; provided however, no such Security System shall interfere with or infringe upon the rights of the other tenants of the Building or Center. Tenant shall be solely responsible, at its sole cost and expense, for any necessary maintenance, repair or replacement of the Security System. Any such Security System shall be used and operated in compliance with all Applicable Laws. Tenant agrees that in no event shall Landlord, or its agents, employees, contractors and representatives, have any liability or responsibility for the operation or effectiveness of the Security System. Tenant acknowledges that the indemnification obligation set forth in Paragraph 8.7 of this Lease shall include an obligation to defend and indemnify Landlord against any liability, injury or damage arising out of Tenant's installation, use, operation or removal of any such Security System.

37. Reservations. Landlord reserves the right, from time to time, to grant, without the consent or joinder of Tenant, such easements, rights of way, utility raceways, and dedications that Landlord deems necessary, and to cause the recordation of parcel maps, covenants, conditions and restrictions, as long as such easements, rights of way, utility raceways, dedications, maps, covenants, conditions and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easement rights, dedication, map or restrictions.

38. Authority. If either Party hereto is a corporation, trust, general or limited partnership or a limited liability company, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. If Tenant is a corporation, trust, general or limited partnership or a limited liability company, Tenant shall, within thirty (30) days after request by Landlord, deliver to Landlord evidence satisfactory to Landlord of such authority.

39. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be

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controlled by the typewritten or handwritten provisions.

40. Offer. Preparation of this Lease by either Landlord or Tenant or Landlord's agent or Tenant's agent and submission of same to Tenant or Landlord shall not be deemed an offer to lease.

41. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. The Parties shall amend this Lease from time to time to reflect any adjustments that are made to the Base Rent or other rent payable under this Lease.

42. Multiple Parties. Except as otherwise expressly provided herein, if more than one person or entity is named herein as either Landlord or Tenant, the obligations of such multiple parties shall be the joint and several responsibility of all such persons or entities named herein as such Landlord or Tenant.

43. Entry, Inspection and Closure. Upon reasonable oral or written notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Premises at all reasonable times to determine whether the Premises are in good condition, to determine whether Tenant is complying with its obligations under this Lease, to perform any maintenance or repair of the Premises or the Building that Landlord has the right or obligation to perform, to install or repair improvements for other tenants where access to the Premises is required for such installation or repair, to serve, post or keep posted any notices required or allowed under the provisions of this Lease, or to do any other act or thing necessary for the safety or preservation of the Premises or the Building. When reasonably necessary, Landlord may temporarily close entrances, doors, corridors, elevators or other facilities in the Building without liability to Tenant by reason of such closure. Landlord shall conduct its activities under this Paragraph 43 in a manner that will minimize inconvenience to Tenant without incurring additional expense to Landlord. In no event shall Tenant be entitled to an abatement of rent on account of any entry by Landlord, and Landlord shall not be liable in any manner for any inconvenience, loss of business or other damage to Tenant or other persons arising out of Landlord's entry on the Premises in accordance with this Paragraph 43. No action by Landlord pursuant to this Paragraph 43 shall constitute an eviction of Tenant, constructive or otherwise, entitle Tenant to an abatement of rent or to terminate this Lease or otherwise release Tenant from any of Tenant's obligations under this Lease.

44. Force Majeure. If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood, excessive rain or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

45. Drafting. The Parties agree that this Lease is the product of joint draftsmanship and negotiation and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other language of any kind shall not be construed against the drafting party in accordance with California Civil Code section 1654, and that each such Party to this Lease waives the effect of such statute.

46. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by electronic mail) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

47. Entire Agreement. This Lease, including the Exhibits and any Addenda attached hereto, and the documents referred to herein, if any, constitute the entire agreement between Landlord and Tenant with respect to the leasing of the Premises by Tenant in the Building, and supersede all prior or contemporaneous agreements, understandings, proposals and other representations by or between Landlord and Tenant, whether written or oral. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building, the Center or this Lease except as expressly set forth herein.

48. WAIVER OF JURY TRIAL. LANDLORD AND TENANT EACH ACKNOWLEDGE THAT IT IS AWARE OF AND HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS TO TRIAL BY JURY, AND EACH PARTY DOES HEREBY EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBSIDIARY OR AFFILIATED ENTITIES) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

49. Limitation of Actions Against Landlord. Any claim, demand or right of any kind by Tenant which is based upon or arises in connection with this Lease shall be barred unless Tenant commences an action thereon within six (6) months after the date that the act, omission, event or default, upon which the claim, demand or right arises, has occurred.

50. Nondisclosure of Lease Terms. Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms could adversely affect the ability of Landlord to negotiate other leases and impair Landlord's relationship with other tenants. Accordingly, Tenant agrees that it, and its partners, officers, directors, employees and attorneys, shall not intentionally and voluntarily disclose the terms and conditions of this Lease to any other tenant or apparent prospective tenant of the Building or the Center, either directly or indirectly, without the prior written consent of Landlord, provided, however, that Tenant may disclose the terms to prospective subtenants or assignees under this Lease.

51. Prior Drafts. If the Parties delete any provision appearing in any prior drafts of this Lease, this Lease shall be interpreted as if the deleted language were never part of this Lease.

52. Changes Requested By Lender. If, in connection with obtaining financing for the Building and/or the Center or any portion thereof, Landlord's Lender requests reasonable modifications in this Lease as a condition to the financing, Tenant will not unreasonably withhold or delay its consent, provided that the modifications do not materially increase the obligations of Tenant or materially and adversely affect the leasehold interest created by this Lease.

53. CASp Inspection Disclosure. Landlord hereby advises Tenant that to Landlord's actual knowledge the Premises has not undergone an inspection by a certified access specialist (CASp). Except to the extent expressly set forth elsewhere in the Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises or the Center in order to comply with accessibility standards. The following disclosure is hereby made pursuant to applicable California law:

> "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does

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not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." [Cal. Civ. Code Section 1938(e)].

Any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Building with regard to such inspections and shall be subject to Landlord's prior written consent.

54. Energy Disclosure. Tenant agrees to cooperate with any energy consumption disclosure requirements imposed on Landlord and with the requirements under any existing or future energy conservation or sustainability programs applicable to the Building, including without limitation those of the U.S. Green Building Council's LEED rating system, or which may be imposed on Landlord by law. Tenant shall within five (5) days after receipt of Landlord's written request therefor, provide any and all written consents to utility companies providing services to the Building required to authorize such utility companies to release energy usage data for Tenant's Premises to or for the use of Landlord, or to such other sites or parties as required for Landlord's compliance with the applicable program.

55. Miscellaneous. The determination that any provisions hereof may be void, invalid, illegal or unenforceable shall not impair any other provisions hereof and all such other provisions of this Lease shall remain in full force and effect. The unenforceability, invalidity or illegality of any provision of this Lease under particular circumstances shall not render unenforceable, invalid or illegal other provisions of this Lease, or the same provisions under other circumstances. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party. When required by the context of this Lease, the singular includes the plural. Wherever the term "including" is used in this Lease, it shall be interpreted as meaning "including, but not limited to" the matter or matters thereafter enumerated. The captions contained in this Lease are for purposes of convenience only and are not to be used to interpret or construe this Lease. Neither Landlord nor Tenant shall record this Lease.

56. Exclusive Use. Subject to conditions and limitations set forth in this Paragraph, during the initial term of the Lease Landlord agrees not to lease any of the remaining spaces in the Center to any person, business, or entity whose primary business consists of operating a charter school (the **"Exclusive Use"**). The Exclusive Use shall automatically cease upon the occurrence of any of the following events:

a. The Premises ceases to be used for the Exclusive Use;
b. Tenant Defaults under the Lease;
c. Tenant assigns, or attempts to assign, the Lease or Tenant sublets all or any portion of the Premises, or the occurrence of a change in control of Tenant as defined in Paragraph 12 of the Lease;

The foregoing Exclusive Use shall not apply to any other tenant or occupant leasing space in the Center as of the Commencement Date (**"Existing Occupants"**), including but not limited to any renewals, extensions or expansions of any Existing Occupants' space.

If the Exclusive Use violates any federal, state, or local anti-trust law or other law, governmental rule or regulation, the Exclusive Use shall be void and be of no further effect. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, cost, damages, penalties, and/or expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in connection with, any claim that the Exclusive Use violates any federal, state or local law or regulation.

57. Master Lease. Landlord possesses a leasehold estate in the Premises, pursuant to that certain Lease dated September 1, 1959 (the **"Master Lease"**) between William Elliott and Irene Elliott, as landlord (**"Master Landlord"**), and Landlord, as tenant by way of assignment. As a result of such tenancy pursuant to the Master Lease, (i) the provisions of this Lease are junior, subordinate and subject to the terms and conditions of the Master Lease, and (ii) this Lease is a "sublease" in accordance with applicable law, statutes and ordinances. During the Term of this Lease, Landlord, using its commercially reasonable efforts, shall not violate the provisions of the Master Lease. The termination of the Master Lease for any reason shall result in the automatic termination of this Lease, without liability to Tenant or Landlord, as a result of such termination, in which case the parties shall have no further obligations under this Lease. Tenant hereby acknowledges and agrees that it has received a copy of the Master Lease and has reviewed the Master Lease. Tenant shall not cause or take any action or inaction which would constitute a default by Landlord under the Master Lease, and any such occurrence shall be deemed to be a default by Tenant under Paragraph 13 of this Lease.

58. Option to Extend Term. Landlord grants to Tenant a total of one (1) option to extend the Lease Term (the **"Extension Option"**) on the terms and conditions set forth in this Paragraph. The Extension Option shall be for a period of three (3) years (the **"Option Term"**). If Tenant wishes to exercise the Extension Option, Tenant shall deliver written notice of such exercise to Landlord not less than nine (9) months, and not more than twelve (12) months, before the expiration of the then existing Lease Term. Tenant may only exercise the Extension Option if, as of the date of delivery of the notice, Tenant is not in Default under this Lease beyond any applicable notice and cure period. If Tenant properly exercises the Extension Option, and provided Tenant is not in Default under the Lease at the end of the then existing Lease Term beyond any applicable notice and cure period, then the Lease will be extended for the Option Term, and Base Rent during the Option Term, and escalations thereto, shall be based upon the currently prevailing rent for comparable space of similar quality and location of the Premises determined as of the deadline for Tenant to exercise the Extension Option; provided, however, that in no event shall Base Rent payable by Tenant during the Option Term be less than one hundred three (103%) percent of the amount of Base Rent due for the last month of the existing Lease Term with three (3) percent annual escalations thereto.

59. Mutual Termination Right. Tenant and Landlord each have right to terminate this Lease (the **"Termination Right"**) during the period commencing January 1, 2025 and continuing June 30, 2025 (**"Termination Right Period"**). Either party may elect to terminate the Lease on sixty (60) days prior written notice to either party of its election to exercise the Termination Right (the **"Election Notice"**). If such Election Notice is given, the term of the Lease shall terminate as of the date sixty (60) days after the giving of such Election Notice (the "**Termination Date**"). For the purpose of clarity and avoidance of doubt, the Election Notice must be received by Landlord during the period of January 1, 2025 and April 30, 2025 (the **"Election Notice Period"**) and by way of example only, if such Election Notice were sent by Tenant and received by Landlord on March 1, 2025 the Termination Date would be May 1, 2025, and if the Election Notice were sent by Landlord and received by Tenant on April 1, 2025 the Termination Date would be June 1, 2025.

In the event either party timely and properly exercises the Termination Right during the Election Notice Period, then this Lease

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shall terminate on the Termination Date (as determined pursuant to the terms and conditions set forth hereinabove), subject to the following conditions precedent, which must occur on or before the Termination Date: (1) Tenant shall pay to Landlord all Base Rent and other monetary sums owing to Landlord as of the Termination Date; (2) Tenant shall surrender and vacate the Premises and deliver possession thereof to Landlord's representative on or before the Termination Date in the condition required by this Lease for surrender of the Premises; and (3) upon request by either party, Landlord and Tenant shall execute a written agreement memorializing the termination of this Lease.

In the event Tenant elects to exercise the Termination Right, Tenant shall pay to Landlord a **"Termination Fee"** in the amount equal to the sum of the unamortized value (amortized over seventy-eight (78) months at eight percent (8%) interest) of the brokerage commission paid in connection with this Lease. Within thirty (30) days of Landlord's receipt of Election Notice, Landlord shall provide Tenant with a calculation of the amount of the Termination Fee. Tenant shall pay the Termination Fee to Landlord within thirty (30) days following Tenant's receipt of the calculation of the amount of the Termination Fee:

The Termination Right shall automatically terminate and become null and void upon the earlier to occur of (i) the termination of Tenant's right to possession of the Premises; (ii) the assignment by Tenant of this Lease; (iii) the sublease by Tenant of all or any part of the Premises; or (iv) the failure of either party to timely or properly exercise the Termination Right.

60. Tenant Termination Option. In addition to the Termination Right set forth in Paragraph 59 above, Tenant shall have a one-time option to terminate this Lease (the **"Tenant Termination Option"**) effective as of the first day of the 42nd month of the Lease Term (**"Early Termination Date"**). Tenant may exercise the Tenant Termination Option by giving Landlord written notice of Tenant's election on or before the first day of 33rd month of the Lease Term.

In the event Tenant timely exercises the Tenant Termination Option, then this Lease shall terminate on the Early Termination Date, subject to the following conditions precedent, which must occur on or before the Early Termination Date: (1) Tenant shall pay to Landlord the Termination Fee (as that term is defined in Paragraph 59 above) and all Base Rent and other monetary sums owing to Landlord as of the Early Termination Date; (2) Tenant shall surrender and vacate the Premises and deliver possession thereof to Landlord's representative on or before the Early Termination Date in the condition required by this Lease for surrender of the Premises; and (3) upon request by either party, Landlord and Tenant shall execute a written agreement memorializing the termination of this Lease.

The Tenant Termination Option shall automatically terminate and become null and void upon the earlier to occur of (i) the termination of Tenant's right to possession of the Premises; (ii) the assignment by Tenant of this Lease; (iii) the sublease by Tenant of all or any part of the Premises; or (iv) the failure of Tenant to timely or properly exercise the Termination Option.

61. Premises "As Is". Except as otherwise specifically stated and set forth in this Lease, Tenant having had and exercised the right to inspect the Premises prior to the execution hereof, agrees that: (i) Tenant is accepting the Premises "As-Is", (ii) Landlord has no obligation to provide or pay for any improvements or alterations to the Premises, and (iii) Landlord has made no representation or warranties concerning the condition of the Premises.

62. Termination of Existing 10017 Lease. Landlord currently leases to Tenant that certain premises located at 10017 Folsom Boulevard, located in the City and County of Sacramento, State of California, with zip code 95827 (**"Existing 10017 Premises"**) pursuant to that certain Standard Commercial Multi-Tenant Lease – Gross dated for reference purposes only June 13, 2019 (**"Existing 10017 Lease"**). Effective upon the Commencement Date of this Lease, Landlord and Tenant agree that the Existing 10017 Lease shall be terminated (the **"10017 Termination Date"**). Upon the 10017 Termination Date the following shall occur; (i) all rent payable under the Existing 10017 Lease shall be paid through and apportioned as of the 10017 Termination Date; (ii) neither party shall have any rights, estates, liabilities, or obligations under the Existing 10017 Lease for the period accruing after the 10017 Termination Date, except those which, by the provisions of the Existing 10017 Lease, expressly survive the expiration or termination of the term of the Existing Lease; and (iii) Tenant shall surrender and vacate the Existing 10017 Premises and deliver possession thereof to Landlord on or before the 10017 Termination Date in the condition required under the Existing 10017 Lease for surrender of the Existing 10017 Premises and (iv) any and all of Tenant's right in and to the Existing 10017 Premises shall automatically terminate.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

IF THIS LEASE HAS BEEN FILLED IN, IT HAS BEEN PREPARED FOR YOUR ATTORNEY'S REVIEW AND APPROVAL. FURTHER, EXPERTS SHOULD BE CONSULTED TO EVALUATE THE CONDITION OF THE PROPERTY FOR THE POSSIBLE PRESENCE OF ASBESTOS, UNDERGROUND STORAGE TANKS OR HAZARDOUS SUBSTANCES. NO REPRESENTATION OR RECOMMENDATION IS MADE BY LANDLORD, BROKERS OR THEIR CONTRACTORS, AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES; THE PARTIES SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE. IF THE SUBJECT PROPERTY IS IN A STATE OTHER THAN CALIFORNIA, AN ATTORNEY FROM THE STATE WHERE THE PROPERTY IS LOCATED SHOULD BE CONSULTED.

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The Parties hereto have executed this Lease on the dates specified with their respective signatures.

LANDLORD:

Buzz Oates Development, L.P., a California limited partnership

By: Oates Associates Investors, LLC, a California limited liability company, General Partner

11/13/2024 By: DocuSigned by: 10FD451923FA45B...
Larry E. Allbaugh, Trustee of the Larry and Laura Allbaugh Living Trust, Manager

Buzz Oates LLC, a California limited liability company

By: Oates Advisors LLC, a California limited liability company, Manager

11/13/2024 By: DocuSigned by: 10FD451923FA45B...
Larry Allbaugh, Manager

Date: November ___, 2024

Address:

c/o Buzz Oates Management Services
555 Capitol Mall, Suite 900
Sacramento, CA 95814
Telephone: (916) 379-3800
Email: tenantservices@buzzoates.com

TENANT:

Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation

By: Bill McGuire
Name: Bill McGuire
Its: Executive Director

By: _____
Name: _____
Its: _____

Date: November 12, 2024

Address:

Attn: ~~Murdock Smith~~ Bill McGuire
BM Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838
Telephone: (916) 335-1771
Email: ~~Murdock.smith@hccts.org~~
Bill.McGuire@hccts.org

Billing Address:

Attn: ~~Murdock Smith~~ Bill McGuire
Highlands Community Charter and Technical Schools
1333 Grand Avenue
BM Sacramento, CA 95838
Telephone: (916) 335-1771
Email: Bill.McGuire@hccts.org

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EXHIBIT A

PREMISES

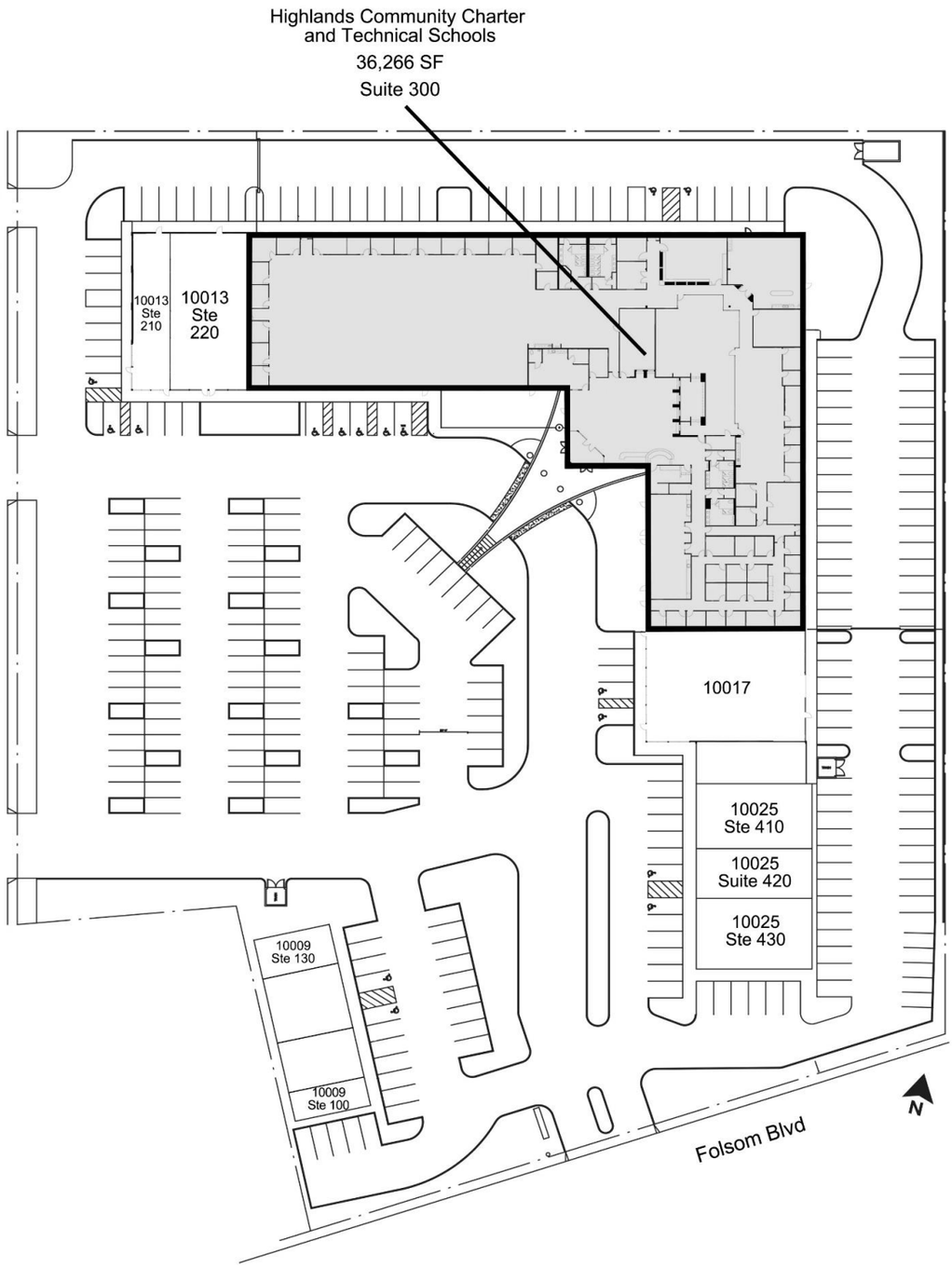

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EXHIBIT A-1

CENTER

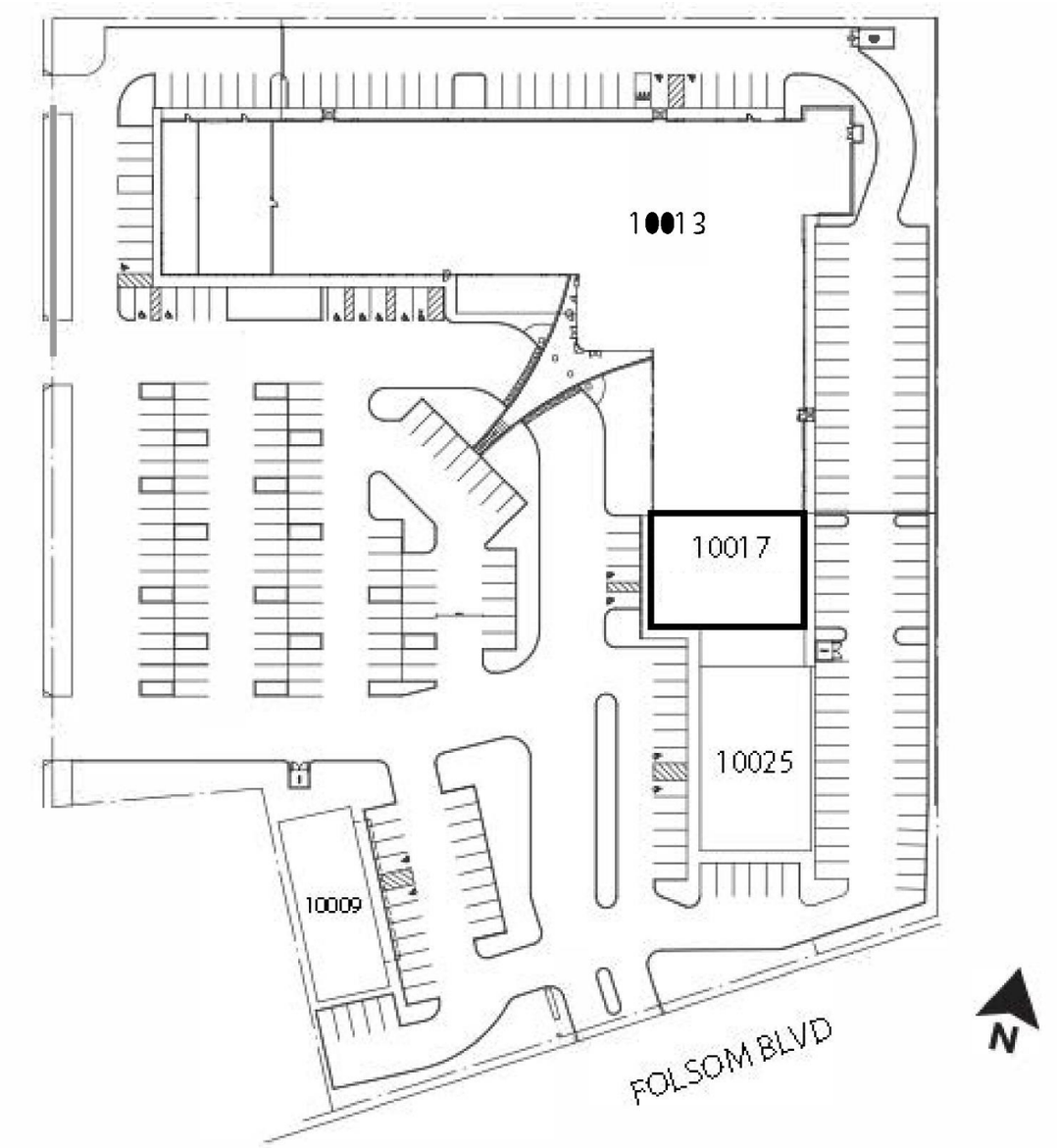

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EXHIBIT B

TENANT WORK LETTER

Tenant may perform, or cause to be performed, certain initial tenant improvement work at the Premises, as provided for in the Approved Plans (as defined in Paragraph 2 below) (the **"Tenant Work"**), in accordance with the terms and conditions set forth in this Exhibit.

1. Pre-Construction Activities. Prior to Tenant's commencement of the Tenant Work, Tenant shall submit the following information and items to Landlord for Landlord's review and approval:

(a) The names and addresses of Tenant's contractor(s). Landlord may, at its election, designate a list of approved contractors for performance of those portions of work involving electrical, mechanical, plumbing, heating, air conditioning, life safety systems or the roof, from which Tenant must select its contractors for such designated portions of the Tenant Work.

(b) Certificates of insurance as hereinafter described. Tenant shall not permit Tenant's contractors to commence work until the required insurance has been obtained and certified copies of policies or certificates have been delivered to Landlord.

(c) The Plans (as hereinafter defined) for the Tenant Work, which Plans shall be subject to Landlord's approval in accordance with Paragraph 2 below.

(d) Copies of all necessary building permits.

Tenant will update such information and items by notice to Landlord of any changes.

2. Approval of Plans. The term **"Approved Plans"** shall mean the Plans (as hereinafter defined), as and when approved in writing by Landlord. The term **"Plans"** shall mean the full and detailed architectural and engineering plans and specifications covering the Tenant Work (including, without limitation, architectural, mechanical and electrical working drawings for the Tenant Work). The Plans shall be subject to Landlord's approval and the approval of all local governmental authorities requiring approval of the Tenant Work and/or the Approved Plans. Landlord shall give its approval or disapproval (giving general reasons in case of disapproval) of the Plans within ten (10) business days after their delivery to Landlord. Landlord agrees not to unreasonably withhold its approval of said Plans; provided, however, that Landlord shall not be deemed to have acted unreasonably if it withholds its approval of the Plans because, in Landlord's reasonable opinion: the Tenant Work as shown in the Plans: (1) is likely to adversely affect Building systems, the structure of the Building or the safety of the Building and/or its occupants; (2) might impair Landlord's ability to furnish services to Tenant or other tenants; (3) would increase the cost of operating the Building; (4) would violate any governmental laws, rules or ordinances (or interpretations thereof); (5) involves hazardous or toxic materials or substances which are not customarily used in the building trade; (6) would adversely affect the appearance of the Building or might materially adversely affect another tenant's premises; or (7) is prohibited by any mortgage or trust deed encumbering the Building. The foregoing reasons, however, shall not be exclusive of the reasons for which Landlord may withhold consent.

3. Change Orders. All material changes to the Approved Plans requested by Tenant must be approved by Landlord in advance of the implementation of such changes as part of the Tenant Work, which approval shall not be unreasonably conditioned or withheld and shall be delivered as soon as reasonably possible.

4. Standards of Design and Construction and Conditions of Tenant's Performance. All work done in or upon the Premises by Tenant shall be done according to the standards set forth in this Paragraph 4, except as the same may be modified in the Approved Plans approved by or on behalf of Landlord and Tenant.

(a) Tenant's Approved Plans and all design and construction of the Tenant Work shall comply with all applicable statutes, ordinances, regulations, laws, codes and industry standards, including, but not limited to, requirements of Landlord's fire insurance underwriters.

(b) Tenant shall, at its own cost and expense, obtain all required building permits and occupancy permits.

(c) Tenant's contractors shall be reputable licensed contractors. The Tenant Work shall be coordinated with any other construction or other work in the Building in order not to adversely affect construction work being performed by or for Landlord or its tenants.

(d) Tenant shall use only new materials in the Tenant Work, except where explicitly shown in the Approved Plans. All Tenant Work shall be done in a good and workmanlike manner. Tenant shall obtain contractors' warranties of at least one (1) year duration from the completion of the Tenant Work against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of the Tenant Work.

(e) Tenant and Tenant's contractors shall not unreasonably interfere with any other tenants of the Building where the Premises are located.

(f) Landlord shall have the right to order Tenant or any of Tenant's Contractors who violate the requirements imposed on Tenant or Tenant's contractors in performing work to cease work and remove its equipment and employees from the Building. No such action by Landlord shall delay the commencement of the Lease or the obligation to pay Rent or any other obligations therein set forth.

(g) Tenant shall permit access to the Premises, and the Tenant Work shall be subject to inspection, by Landlord and Landlord's architects, engineers, contractors and other representatives, at all times during the period in which the Tenant Work is being constructed and installed and following completion of the Tenant Work.

(h) Tenant shall proceed with its work expeditiously, continuously and efficiently.

(i) Tenant shall furnish to Landlord "as-built" drawings of the Tenant Work within thirty (30) days after completion of the Tenant Work.

(j) Tenant shall impose on and enforce all applicable terms of this Exhibit against Tenant's contractors.

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5. **Insurance And Indemnification**. In addition to any insurance which may be required under the Lease, Tenant shall secure, pay for and maintain or cause Tenant's contractors to secure, pay for and maintain during the continuance of the Tenant Work within the Building or Premises, insurance in the following minimum coverages and the following minimum limits of liability:

(a) Worker's Compensation and Employer's Liability Insurance with limits of not less than $1,000,000.00, or such higher amounts as may be required from time to time by any Employee Benefit Acts or other statutes applicable where the work is to be performed, and in any event sufficient to protect Tenant's contractors from liability under the aforementioned acts.

(b) Comprehensive General Liability Insurance (including Contractors' Protective Liability) in an amount not less than $1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of $2,000,000.00. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure Tenant's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by Tenant's Contractors or by anyone directly or indirectly employed by any of them.

(c) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired, or non-owned in an amount not less than $500,000.00 for each person in one accident, and $1,000,000.00 for injuries sustained by two or more persons in any one accident and property damage liability in an amount not less than $1,000,000.00 for each accident. Such insurance shall insure Tenant's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts, whether such operations are performed by Tenant's contractors, or by anyone directly or indirectly employed by any of them.

(d) "All-risk" builder's risk insurance upon the entire Tenant Work to the full insurable value thereof. This insurance shall include the interests of Landlord and Tenant (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in the Tenant Work and shall insure against the perils of fire and extended coverage and shall include "all-risk" builder's risk insurance for physical loss or damage including, without duplication of coverage, theft vandalism and malicious mischief. If portions of the Tenant Work are stored off the site of the Building or in transit to said site are not covered under said "all-risk" builder's risk insurance, then Tenant shall effect and maintain similar property insurance on such portions of the Tenant Work. Any loss insured under said "all-risk" builder's risk insurance is to be adjusted with Landlord and Tenant.

(e) All policies (except the worker's compensation policy) shall be endorsed to include as additional insured parties the parties listed on, or required by, the Lease and their respective beneficiaries, partners, directors, officers, employees and agents, and such additional persons as Landlord may designate. The waiver of subrogation provisions contained in the Lease shall apply to all insurance policies (except the worker's compensation policy) to be obtained by Tenant pursuant to this Paragraph. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by said additional insured parties. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause.

(f) Without limitation of the indemnification provisions contained in the Lease, to the fullest extent permitted by law Tenant agrees to indemnify, protect, defend and hold harmless Landlord, the parties listed, or required by, the Lease to be named as additional insureds, and their respective beneficiaries, partners, directors, officers, employees and agents ("Landlord's Parties"), from and against all claims, liabilities, losses, damages and expenses of whatever nature to the extent arising out of or in connection with the Tenant Work or the entry of Tenant or Tenant's contractors into the Building and the Premises, including, without limitation, mechanic's liens, the cost of any repairs to the Premises or Building necessitated by activities of Tenant or Tenant's contractors, bodily injury to persons (including, to the maximum extent provided by law, claims arising under the California Structural Work Act) or damage to the property of Tenant, its employees, agents, invitees, licenses or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease. The foregoing indemnity shall not apply to the extent such matter arises out of or results from the sole negligence or willful misconduct of Landlord or Landlord's Parties or a breach of the Lease by Landlord.

6. **Mechanic's Liens**. Tenant shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises in connection with the Tenant Work, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in, on, or about the Premises, and Landlord shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense, defend and protect itself, Landlord and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises. If Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to one and one-half times the amount of such contested lien claim or demand, indemnifying Landlord against liability for the same, as required by law for the holding of the Premises free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's attorneys' fees and costs in participating in such action if Landlord shall decide it is to its best interest to do so

7. **Subsequent Alterations**. Any subsequent alterations or improvements desired by Tenant after the completion of the Tenant Work shall be subject to the provisions of Paragraph 7.3 of the Lease.

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EXHIBIT C

BROKER DISCLOSURES AND REPRESENTATIONS

A. **No Prior or Other Agreements; Broker Disclaimer.** The Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Landlord and Tenant each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party. Each Broker shall be an intended third party beneficiary of the provisions of this paragraph.

B. **Broker's Disclosure.** The United States Congress enacted the Americans with Disabilities Act. Among other things, this act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. The real estate brokers in this transaction are not qualified to advise you as to what, if any, changes may be required now, or in the future. Owners and tenants should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area.

Various construction materials may contain items that have been or may be in the future be determined to be hazardous (toxic) or undesirable and may need to be specifically treated/handled or removed. For example, some transformers and other electrical components contain PCB's and asbestos has been used in components such as fireproofing, heating, and cooling systems, air duct insulation, spray-on and tile acoustical materials, linoleum, floor tiles, roofing dry wall and plaster. Due to prior or current uses of the property or in the area, the property may have hazardous or undesirable metals, minerals, chemicals, hydrocarbons, or biological or radioactive items (including electric and magnetic fields) in soils, water, building components, above or below-ground containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may not leak or otherwise be released. Real estate agents have no expertise in the detection or correction of hazardous or undesirable items. Expert inspections are necessary. Current or future laws may require clean up by past, present and/or future owners and/or operators. It is the responsibility of the Landlord and Tenant to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provision, if any, they may wish to include in transaction documents regarding the property.

C. **Renewal Representation.** It shall be Tenant's sole obligation to pay any broker commissions should Tenant retain a broker to represent Tenant in negotiating the renewal to this Lease.

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EXHIBIT D

MOVE OUT STANDARDS

The following Move Out Standards are intended to provide a guideline for Tenant with respect to returning possession of the Premises to Landlord in the surrender condition required by Paragraphs 7.4(c) and (d) of the Lease. These guidelines shall not supersede or modify the requirements of Paragraphs 7.4(c) and (d) of the Lease.

1.	Lights:	Lights shall be fully operational with all bulbs functioning.
2.	Roll-Up Doors:	Tenant shall provide a written report from a licensed contractor specializing and experienced in the inspection, maintenance and service of roll up doors, within the three months prior to move out, stating that all dock equipment is in good and safe operating condition.
3.	Warehouse Floor:	Shall be free of stains and broom swept, with no racking bolts and other protrusions left in the floor. Cracks shall be repaired with an epoxy or polymer.
4.	Tenant-Installed Equipment & Wiring:	In connection with any required removal of equipment, all associated air lines, junction boxes, conduit, etcetera shall also be removed. Refer to the specific requirements of Paragraph 7.4(d) with respect to removal of Wires.
5.	Walls:	Sheetrock (drywall) damage shall be patched and fire-taped so that there are no holes in either office or warehouse areas.
6.	Roof:	Following removal of Tenant's equipment, any roof penetrations shall be properly repaired by a licensed roofing contractor. Any roof leaks must be repaired and the most recent maintenance and repair recommendations of Landlord shall have been completed. Contact Landlord's representative for prior approval before performing any repairs to the roof.
7.	Signs:	All exterior signs must be removed, any resulting holes patched and paint touched up as necessary. All window signs shall be removed.
8.	Carpets / Linoleum:	Shall be clean and stain free.
9.	Overall Cleanliness:	Clean windows, sanitize bathroom(s), vacuum carpet and remove any and all debris. Remove any pallets and debris from exterior of Premises.

Not less than thirty (30) days prior to the expiration or earlier termination of the Lease, Tenant shall contact the Landlord's representative and arrange for an initial walk through for the purpose of creating a punch list of anticipated maintenance or repair items to be addressed by Tenant in connection with its move out. On or before the expiration or earlier termination date of the Lease, Tenant shall arrange for a final inspection of the condition of the Premises by Landlord's representative and return of possession of the Premises to Landlord, including the return of all keys, access cards and parking permits related to the Premises.

Compliance with these guidelines will facilitate Landlord's processing of Tenant's Security Deposit (if any).

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Certificate Of Completion

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Source Envelope:
Document Pages: 30
Signatures: 2
Certificate Pages: 5
Initials: 1
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Envelope Originator:
Rick Barros
555 Capitol Mall Ste 900
Sacramento, CA 95814-4606
rickbarros@buzzoates.com
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Signer Events	Signature	Timestamp
Drew Bocook drewbocook@buzzoates.com Asset Manager DB Security Level: Email, Account Authentication (None)	Initial DB Signature Adoption: Pre-selected Style Using IP Address: 66.60.139.2	Sent: 11/13/2024 5:03:10 PM Viewed: 11/13/2024 5:05:20 PM Signed: 11/13/2024 5:16:35 PM
Electronic Record and Signature Disclosure: Accepted: 11/13/2024 5:05:20 PM ID: 729eb405-49d6-44f9-a888-8a32db43bc0c		
Larry Allbaugh larryallbaugh@buzzoates.com Investment Member Security Level: Email, Account Authentication (None)	DocuSigned by: 10FD451923FA45B... Signature Adoption: Drawn on Device Using IP Address: 174.208.67.89 Signed using mobile	Sent: 11/13/2024 5:16:37 PM Viewed: 11/13/2024 7:48:12 PM Signed: 11/13/2024 7:50:09 PM
Electronic Record and Signature Disclosure: Accepted: 3/22/2023 10:05:00 AM ID: cb4bbadd-82b9-4de2-9231-aaf3f2c3016a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/13/2024 5:03:10 PM
Certified Delivered	Security Checked	11/13/2024 7:48:12 PM

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Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	11/13/2024 7:50:09 PM
Completed	Security Checked	11/13/2024 7:50:09 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Parties agreed to: Drew Bocook, Larry Allbaugh

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Buzz Oates Construction Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: htapia@buzzoates.com

To advise Buzz Oates Construction Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at htapia@buzzoates.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Buzz Oates Construction Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to htapia@buzzoates.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Buzz Oates Construction Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to htapia@buzzoates.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Buzz Oates Construction Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Buzz Oates Construction Inc during the course of your relationship with Buzz Oates Construction Inc.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and. includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either ·directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section.761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (31 commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether "Seller" means the transferor in a real property transaction and includes an owner is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm **DO NOT COMPLETE, SAMPLE ONLY** License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent **DO NOT COMPLETE, SAMPLE ONLY** License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm **DO NOT COMPLETE, SAMPLE ONLY** License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent **DO NOT COMPLETE, SAMPLE ONLY** License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

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INITIALS **INITIALS**

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SIERRA ASSET MANAGEMENT INC.

February 28, 2025

Highlands Community Charter & Technical Support
3600 American River Drive, Suite 280
Sacramento, CA 95864

Re: 2025 CAM Estimate
3600 American River Drive, Suite 280, Sacramento, CA

Dear Tenant:

We are in the process of finalizing the 2024 CAM Reconciliations and should have these for you by the end of March. In the meantime, as you are aware, the property sold in late 2024 resulting in a Sacramento County Assessor reassessment of the value of the building to the sales price which significantly increased the property taxes for the 2025 and resulted in the projected CAMS increasing by $.16 per square foot in 2025. The rest of the building expenses were primarily cost of living increases.

Based on these calculations, your 2025 CAM estimate is as follows:

March 2025 New Monthly CAM Payment	$143.20
Retroactive CAM Increase $143.20 (January – February)	$286.40
Total Due for March	**$3,056.60**

Please feel free to contact me, should you have any questions.

Sincerely,

Steven J. Hussey, CPM®
Principal
Sierra Asset Management

087 - 3600 American River Drive #280.pdf

November 19, 2024

RE: 3600, 3610 and 3620 American River Drive, Sacramento, California
Notification Regarding Change of Ownership

Dear Tenant:

This letter is to notify you, as Tenant at the above-referenced Property, that the Property has been sold by **JPI XXXIV, LLC**, a California limited liability company (**"Seller"**), to **TEICHERT LAND CO.**, a California corporation (**"Buyer"**). As of the date hereof, your Lease has been assigned by Seller to Buyer. From the date of this letter, any and all unpaid rent as well as all future rent, or any other amounts due under the terms of your Lease, shall be payable to Buyer and sent to the following address:

Sierra Asset Management, Inc.
3101 Zinfandel Drive, Suite #220
Rancho Cordova, CA 95670
(916) 637-9754
Email: steve@Sierra-Asset.com

As part of the sale, all refundable deposits, if any, actually held by Seller with respect to the Property have been transferred to, and Seller's obligations with respect to such deposits have been assumed by, Buyer as of the date of this letter.

JPI XXXIV, LLC, a California limited liability company

Gregg Mason

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Lease Form Version 17; Spring 2022

Site087 NAME: AMERICAN RIVER
02.0000.0.0000.0000.9135.087.00 - $2,706.00

087

3600 AMERICAN RIVER DRIVE, SUITE 280
SACRAMENTO, CA

OFFICE LEASE AGREEMENT

BETWEEN

JPI XXXIV, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
("LANDLORD")

AND

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS, A CALIFORNIA DOMESTIC NONPROFIT CORPORATION
("TENANT")

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OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT ("**Lease**"), dated solely for reference purposes as of November 28, 2023, is entered into by and between JPI XXXIV, LLC, , a California limited liability company ("**Landlord**"), and Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation ("**Tenant**"). The following exhibits and attachments are incorporated into and made a part of this Lease: **Exhibit A** (Outline and Location of Premises), **Exhibit B** (Expenses and Taxes), **Exhibit C** (Work Letter), **Exhibit D** (Commencement Letter), **Exhibit E** (Building Rules and Regulations), **Exhibit F** (Additional Provisions), **Exhibit G** (Master Building Maintenance Agreement), **Exhibit H** (Parking Agreement), and **Exhibit I** (Asbestos Notification).

1. **Basic Lease Information**.

1.01 "**Building**" shall mean the building located at 3600 American River Drive, Sacramento, California. The "**Rentable Square Footage of the Building**" is deemed to be 49,305 square feet. Tenant acknowledges that the Rentable Square Footage of the Building may change due to Landlord's remeasurement of the Building or changes to the Common Areas (as defined in Section 2 below) during the Term.

1.02 "**Premises**" shall mean the area shown on **Exhibit A** to this Lease. The Premises are located on the second floor and known as Suite 280. If the Premises include one or more floors in their entirety, all corridors and restroom facilities located on such full floor(s) shall be considered part of the Premises. The "**Rentable Square Footage of the Premises**" is deemed to be 895 square feet. Tenant acknowledges that the Rentable Square Footage of the Premises may change due to Landlord's remeasurement of the Building or changes to the Common Areas during the Term.

1.03 "**Base Rent**":

Period	Monthly Base Rent*	Approximate Monthly Base Rent Rate
12/01/23 – 12/31/23	Base Rent Abated**	$2.85
01/01/24 – 12/31/24	$2,551.00	$2.85
01/01/25 – 12/31/25	$2,627.00	$2.94
01/01/26 – 12/31/26	$2,706.00	$3.02

*Rounded to the nearest whole dollar

Abated Base Rent. So long as Tenant is not in default under the Lease, Tenant shall be entitled to an abatement of Base Rent for the period of December 1, 2023 through December 31, 2023 (the "Base Rent Forgiveness Period**"). The total amount of Base Rent abated during the Base Rent Forgiveness Period is hereinafter referred to as the "**Abated Base Rent**". If Tenant defaults at any time during the Term and fails to cure such default within any applicable cure period under the Lease, all Abated Base Rent shall immediately become due and payable. The payment by Tenant of the Abated Base Rent in the event of a default shall not limit or affect any of Landlord's other rights, pursuant to the Lease or at law or in equity.

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"**Tenant's Pro Rata Share**": 1.82% (subject to Landlord's right, from time to time, to adjust such percentage to reflect revised measurements of the Premises or the Building, as specified above).

1.04 "**Base Year**" for Taxes (defined in **Exhibit B**): 2024; "**Base Year**" for Expenses (defined in **Exhibit B**): 2024.

1.05 "**Term**": A period of thirty-seven (37) months and zero (0) days. Subject to Section 3, the Term shall commence on December 1, 2023 (the "**Commencement Date**"), and, unless terminated early in accordance with this Lease, end on the last day of the thirty-seventh (37th) full calendar month following the Commencement Date (the "**Termination Date**"). 01.30.27

1.06 "**Security Deposit**": $2,706.00, as more fully described in Section 6.

1.07 "**Guarantor(s)**": None.

1.08 "**Broker(s)**": Tenant: Brian Jacks of Jacks Commercial Real Estate; Landlord: Kris Reilly of Colliers International

1.09 "**Permitted Use**": General office use.

1.10 "**Notice Addresses**":

Landlord: JPI XXXIV, LLC c/o Jackson Properties, Inc. 155 Cadillac Drive, Suite 100 Sacramento, CA 95825 Attention: Property Management	Tenant: Prior to the Commencement Date: Highlands Community Charter and Technical Schools 1333 Grand Avenue, Sacramento, CA 95838 From and after the Commencement Date: The Premises

1.11 "**Business Day(s)**" are Monday through Friday of each week, exclusive of New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("**Holidays**"). Landlord may designate additional Holidays that are commonly recognized by other office buildings in the area where the Building is located. "**Building Service Hours**" are 7:00 A.M. to 6:00 P.M. on Business Days.

1.12 "**Landlord Work**" means the work, if any, that Landlord is obligated to perform in the Premises pursuant to a separate agreement (the "**Work Letter**"), if any, attached to this Lease as **Exhibit C**.

1.13 "**Property**" means the Building and the parcel(s) of land on which it is located and, at Landlord's discretion, the parking facilities and other improvements, if any, serving the Building and the parcel(s) of land on which they are located.

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2. **Lease Grant**.

The Premises are hereby leased to Tenant from Landlord, together with the right to use any portions of the Property that are designated by Landlord for the common use of tenants and others, as such areas currently exist and as they may be changed from time to time (the "**Common Areas**").

3. **Adjustment of Commencement Date; Possession**.

3.01 If Landlord is required to perform Landlord Work prior to the Commencement Date: (a) the date set forth in Section 1.06 as the Commencement Date shall instead be defined as the "**Target Commencement Date**"; (b) the actual Commencement Date shall be the date on which the Landlord Work is Substantially Complete (defined below); and (c) the Termination Date will be the last day of the Term as determined based upon the actual Commencement Date. Landlord's failure to Substantially Complete the Landlord Work by the Target Commencement Date shall not be a default by Landlord or otherwise render Landlord liable for damages. Promptly after the determination of the Commencement Date, Landlord and Tenant shall enter into a commencement letter agreement in the form attached as **Exhibit D**. Tenant's failure to execute and return the commencement letter, or to provide written objection to the statements contained in the letter, within 30 days after the date of the letter shall be deemed an approval by Tenant of the statements contained therein. The Landlord Work shall be deemed to be "**Substantially Complete**" on the date that all the Landlord Work has been performed, other than any details of construction, mechanical adjustment or any other similar matter, the non-completion of which does not materially interfere with Tenant's use of the Premises. If Landlord is delayed in the performance of the Landlord Work as a result of the acts or omissions of Tenant, the Tenant Related Parties (defined in Section 13) or their respective contractors or vendors, including, without limitation, changes requested by Tenant to approved plans, Tenant's failure to comply with any of its obligations under this Lease, or the specification of any materials or equipment with long lead times (a "**Tenant Delay**"), the Landlord Work shall be deemed to be Substantially Complete on the date that Landlord could reasonably have been expected to Substantially Complete the Landlord Work absent any Tenant Delay.

3.02 Subject to Landlord's obligation, if any, to perform the Landlord Work, the Premises are accepted by Tenant in "as is" condition and configuration without any representations or warranties by Landlord. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition. Landlord shall not be liable for a failure to deliver possession of the Premises or any other space due to the holdover or unlawful possession of such space by another party, however Landlord shall use reasonable efforts to obtain possession of the space. The Commencement Date for the Premises, in such event, shall be postponed until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party. If Tenant takes possession of the Premises before the Commencement Date, such possession shall be subject to the terms and conditions of this Lease and Tenant shall pay Rent (defined in Section 4.01) to Landlord for each day of possession before the Commencement Date. However, except for the cost of services requested by Tenant (e.g., additional cleaning services), Tenant shall not be required to pay Rent for any days of possession before the Commencement Date during which Tenant, with the approval of Landlord, is in possession of the Premises for the sole purpose of performing improvements or installing furniture, equipment or other personal property.

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4. **Rent**.

4.01 Tenant shall pay Landlord, without any setoff, deduction, or right of recoupment, unless expressly set forth in this Lease, all Base Rent and Additional Rent due for the Term (collectively referred to as "**Rent**"). "**Additional Rent**" means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord under this Lease. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes), if any, imposed upon or measured by Rent. Base Rent and, after the Base Year, recurring monthly charges of Additional Rent shall be due and payable in advance on the first day of each calendar month without notice or demand, provided that the first monthly installment of Base Rent due and payable under the terms of this Lease shall be payable upon the execution of this Lease by Tenant; provided, however, if the Lease is executed electronically pursuant to Section 27.16 below, then such amount shall be delivered to Landlord within one (1) Business Day of such electronic execution. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing by Landlord. Rent shall be made payable to the entity, and sent to the address, Landlord designates and shall be made by good and sufficient check or by other means acceptable to Landlord. Tenant shall pay Landlord an administration fee equal to 10% of all past due Base Rent and recurring monthly charges of Additional Rent not received by the 5th day of each calendar month, and for all other Rent not received on or before 30 days after billing by Landlord. In addition, past due Rent shall accrue interest at 12% per annum (or the highest legal rate, whichever is lower). Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due. Rent for any partial month during the Term shall be prorated. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

4.02 Tenant shall pay Tenant's Pro Rata Share of Taxes and Expenses in accordance with **Exhibit B** of this Lease.

5. **Compliance with Laws; Use**.

The Premises shall be used for the Permitted Use and for no other use whatsoever. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act (collectively, the "**Law(s)**"), regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. In addition, Tenant shall, at its sole cost and expense, promptly comply with any Laws that relate to the "Base Building" (defined below), but only to the extent such obligations are triggered by Tenant's use of the Premises, other than for general office use, or Alterations (defined in Section 9.03) or improvements in the Premises performed or requested by Tenant. "**Base Building**" shall include the structural portions of the Building, the public restrooms and the Building mechanical, electrical and plumbing systems and equipment located in the internal core of the Building on the floor or floors on which the Premises are located. Tenant shall promptly provide Landlord with copies of any notices it receives regarding an alleged violation of Law. Tenant shall comply with the rules and regulations of the Building attached as **Exhibit E** and such other reasonable rules and regulations adopted by Landlord from time to time, including rules and regulations for the performance of Alterations (defined in Section 9), and with Landlord's Sustainability Practices (as defined in Section 26 below).

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6. **Security Deposit**.

The Security Deposit shall be delivered to Landlord upon the execution of this Lease by Tenant (provided, however, if the Lease is executed electronically pursuant to Section 27.16 below, then the Security Deposit shall be delivered to Landlord within one (1) Business Day of such electronic execution) and held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant's obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure of damages. Landlord may use all or a portion of the Security Deposit to satisfy past due Rent or to cure any Default (defined in Section 18) by Tenant, or to satisfy any other loss or damage resulting from Tenant's Default as provided in Section 19. If Landlord uses any portion of the Security Deposit, Tenant shall, within 5 days after demand, restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within 60 days after the later to occur of: (a) determination of the final Rent due from Tenant; or (b) the later to occur of the Termination Date or the date Tenant surrenders the Premises to Landlord in compliance with Section 25. Landlord may assign the Security Deposit to a successor or transferee and, following the assignment, Landlord shall have no further liability for the return of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, or any similar or successor Laws now or hereinafter in effect.

7. **Building Services**.

7.01 Landlord shall furnish Tenant with the following services: (a) water for use in the Base Building lavatories and applicable areas within the Premises (if any); (b) customary heat and air conditioning in season during Building Service Hours, although Tenant shall have the right to receive HVAC service during hours other than Building Service Hours by paying Landlord's then-standard charge for additional HVAC service (which service, if provided, shall be provided for a minimum of two (2) hours in each instance) and providing such prior notice as is reasonably specified by Landlord; (c) standard janitorial service on Business Days; (d) elevator service; (e) electricity in accordance with the terms and conditions in Section 7.02; (f) access to the Building for Tenant and its employees 24 hours per day/7 days per week, subject to the terms of this Lease and such protective services or monitoring systems, if any, as Landlord may reasonably impose, including, without limitation, sign-in procedures and/or presentation of identification cards; and (g) such other services as Landlord reasonably determines are necessary or appropriate for the Property.

7.02 Without the consent of Landlord, Tenant's use of electrical service shall not exceed, either in voltage, rated capacity, use beyond Building Service Hours or overall load, that which Landlord reasonably deems to be standard for the Building. Landlord shall have the right to measure electrical usage by commonly accepted methods, including the installation of measuring devices such as submeters and check meters. If it is determined that Tenant is using excess electricity, Tenant shall pay Landlord Additional Rent for the cost of such excess electrical usage and for the cost of purchasing and installing the measuring device(s).

7.03 Landlord's failure to furnish, or any interruption, diminishment or termination of services due to the application of Laws, the failure of any equipment, the performance of repairs,

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improvements or alterations, utility interruptions or the occurrence of an event of Force Majeure (defined in Section 27.03) (collectively a "**Service Failure**") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement under this Lease. However, if the Premises, or a material portion of the Premises, are made untenantable for a period in excess of 5 consecutive Business Days as a result of a Service Failure that is reasonably within the control of Landlord to correct, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Rent payable hereunder during the period beginning on the 6th consecutive Business Day of the Service Failure and ending on the day the service has been restored. If the entire Premises have not been rendered untenantable by the Service Failure, the amount of abatement shall be equitably prorated. Tenant hereby waives any benefits of any applicable existing or future Law, including the provisions of California Civil Code section 1932(1), permitting the termination of this Lease due to such interruption, failure or inability.

8. **Leasehold Improvements**.

All improvements in and to the Premises, including any Landlord Work or Alterations (collectively, the "**Leasehold Improvements**") shall remain upon the Premises at the end of the Term without compensation to Tenant, provided that Tenant, at its expense, in compliance with the National Electric Code or other applicable Law, shall remove any Cable (defined in Section 9.01). In addition, Landlord, by written notice to Tenant at least 30 days prior to the Termination Date, may require Tenant, at Tenant's expense, to remove any Landlord Work or Alterations that, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements (the Cable and such other items collectively are referred to as "**Required Removables**"). Required Removables shall include, without limitation, internal stairways, raised floors, personal baths and showers, vaults, rolling file systems and structural alterations and modifications. Required Removables shall be removed by Tenant before the Termination Date. Tenant shall repair damage caused by the installation or removal of Required Removables. If Tenant fails to perform its obligations in a timely manner, Landlord may perform such work at Tenant's expense. Tenant, at the time it requests approval for a proposed Alteration, including improvements specified in the Work Letter attached as **Exhibit C**, may request in writing that Landlord advise Tenant whether the Alteration, including any improvements specified in the Work Letter, or any portion thereof, is a Required Removable. Within 10 days after receipt of Tenant's request, Landlord shall advise Tenant in writing as to which portions of the Alteration or other improvements are Required Removables.

9. **Repairs and Alterations**.

9.01 Tenant shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair. Tenant shall promptly provide Landlord with notice of any such conditions. Tenant shall, at its sole cost and expense, perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair and maintenance obligations include, without limitation, (a) repairs to floor covering; (b) interior partitions; (c) doors; (d) the interior side of demising walls; (e) electronic, fiber, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant

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(collectively, "**Cable**"); (f) supplemental air conditioning units, kitchens, including hot water heaters, plumbing, and similar facilities exclusively serving Tenant; and (g) Alterations. Tenant's maintenance, repair, and replacement obligations shall be performed in compliance with Landlord's Sustainability Practices (as defined in Section 26) and any certifications issued or to be issued for the Building pursuant to any Sustainability Rating System (as defined in Section 26). Subject to the terms of Section 15 below, to the extent Landlord is not reimbursed by insurance proceeds, Tenant shall reimburse Landlord for the cost of repairing damage to the Building caused by the acts of Tenant, Tenant Related Parties and their respective contractors and vendors. If Tenant fails to make any repairs to the Premises for more than 15 days after notice from Landlord (although notice shall not be required in an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs, together with an administrative charge in an amount equal to 15% of the cost of the repairs.

9.02 Landlord shall keep and maintain in good repair and working order and perform maintenance upon the: (a) structural elements of the Building; (b) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building in general; (c) Common Areas; (d) roof of the Building; (e) exterior windows of the Building; and (f) elevators serving the Building. Landlord shall promptly make repairs for which Landlord is responsible. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932, and Sections 1941 and 1942 of the California Civil Code, or any similar or successor Laws now or hereinafter in effect.

9.03 Tenant shall not make alterations, repairs, additions or improvements or install any Cable (collectively referred to as "**Alterations**") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "**Cosmetic Alteration**"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Premises or Building; (c) will not affect the Base Building; (d) does not require work to be performed inside the walls or above the ceiling of the Premises; and (e) does not require a building permit. Cosmetic Alterations shall be subject to all the other provisions of this Section 9.03. Prior to starting work, Tenant shall furnish Landlord with plans and specifications; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to the Base Building); required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming Landlord as an additional insured; and any security for performance in amounts reasonably required by Landlord. Changes to the plans and specifications must also be submitted to Landlord for its approval. In order to facilitate any Alterations (including any maintenance and repair work under Section 9.01 above) being performed by Landlord's preferred vendor, Jackson Properties, Inc. dba Jackson Facility Maintenance ("**JPI**"), during the Term, Tenant shall execute the Master Building Maintenance Agreement ("**MBMA**") attached as **Exhibit G** to this Lease, concurrently with execution of this Lease. Landlord shall cause JPI to execute the MBMA prior to delivering the fully-executed Lease back to Tenant. Landlord and Tenant acknowledge and agree that JPI is not a party to this Lease, but is instead only a party to the MBMA. Alterations shall be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord, and must comply with Landlord's Sustainability Practices (as defined in Section 26), if any. Tenant shall reimburse Landlord for any sums paid by Landlord for third party examination of Tenant's plans

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for non-Cosmetic Alterations. In addition, Tenant shall pay Landlord's Manager a fee for its oversight and coordination of any non-Cosmetic Alterations equal to 15% of the cost of the non-Cosmetic Alterations; provided, however, the 15% fee shall not apply to any Alterations performed pursuant to an executed MBMA. Upon completion, Tenant shall furnish "as-built" plans for non-Cosmetic Alterations, completion affidavits and full and final waivers of liens. Landlord's approval of an Alteration shall not be deemed a representation by Landlord that the Alteration complies with Law.

10. **Entry by Landlord**.

Landlord may enter the Premises to inspect, show or clean the Premises or to perform or facilitate the performance of repairs, alterations or additions to the Premises or any portion of the Building. Except in emergencies or to provide Building services, Landlord shall provide Tenant with reasonable prior verbal notice of entry and shall use reasonable efforts to minimize any interference with Tenant's use of the Premises. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises if the work can reasonably be completed on weekends and after Building Service Hours. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

11. **Assignment and Subletting**.

11.01 Except in connection with a Permitted Transfer (defined in Section 11.04), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "**Transfer**") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed if Landlord does not exercise its recapture rights under Section 11.02. If the entity(ies) which directly or indirectly controls the voting shares/rights of Tenant changes at any time, such change of ownership or control shall constitute a Transfer unless Tenant is an entity whose outstanding stock is listed on a recognized securities exchange or if at least 80% of its voting stock is owned by another entity, the voting stock of which is so listed. Tenant hereby waives the provisions of Section 1995.310 of the California Civil Code, or any similar or successor Laws, now or hereinafter in effect, and all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable Laws, on behalf of the proposed transferee. Any Transfer in violation of this Section shall, at Landlord's option, be deemed a Default by Tenant as described in Section 18, and shall be voidable by Landlord. In no event shall any Transfer, including a Permitted Transfer, release or relieve Tenant from any obligation under this Lease.

11.02 Tenant shall provide Landlord with financial statements for the proposed transferee, a fully executed copy of the proposed assignment, sublease or other Transfer documentation and such other information as Landlord may reasonably request. Within 15 Business Days after receipt of the required information and documentation, Landlord shall either: (a) consent to the Transfer by execution of a consent agreement in a form reasonably designated by Landlord; (b) reasonably refuse to consent to the Transfer in writing; or (c) in the event of an assignment of this Lease or subletting of more than 20% of the Rentable Square Footage of the Premises for more than 50% of the remaining Term (excluding unexercised options), recapture the

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portion of the Premises that Tenant is proposing to Transfer. If Landlord exercises its right to recapture, this Lease shall automatically be amended (or terminated if the entire Premises is being assigned) to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer, although Landlord may require Tenant to execute a reasonable amendment or other document reflecting such reduction or termination. Tenant shall pay Landlord a review fee of $2,000.00 for Landlord's review of any Permitted Transfer or requested Transfer.

11.03 Tenant shall pay Landlord 50% of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. Tenant shall pay Landlord for Landlord's share of the excess within 30 days after Tenant's receipt of the excess. Tenant may deduct from the excess, on a straight-line basis, all reasonable and customary expenses directly incurred by Tenant attributable to the Transfer. If Tenant is in Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord.

11.04 Tenant may assign this Lease to a successor to Tenant by purchase, merger, consolidation or reorganization (an "**Ownership Change**") or assign this Lease or sublet all or a portion of the Premises to an Affiliate (defined below) without the consent of Landlord, provided that all of the following conditions are satisfied (a "**Permitted Transfer**"): (a) Tenant is not in Default; (b) in the event of an Ownership Change, Tenant's successor shall own substantially all of the assets of Tenant and have a tangible net worth which is at least equal to Tenant's net worth as of the day prior to the proposed Ownership Change, or in the event of a Transfer to an Affiliate, Tenant continues to have a tangible net worth equal to or greater than Tenant's net worth at the date of this Lease or the Affiliate has a tangible net worth equal to Tenant's tangible net worth at the date of this Lease; (c) the Permitted Use does not allow the Premises to be used for retail purposes; and (d) Tenant shall give Landlord written notice at least 15 Business Days prior to the effective date of the Permitted Transfer. Tenant's notice to Landlord shall include information and documentation evidencing the Permitted Transfer and showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant's successor shall sign a commercially reasonable form of assumption agreement. "**Affiliate**" shall mean an entity controlled by, controlling or under common control with Tenant.

12. **Liens**.

Tenant shall not permit mechanics' or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for the benefit of Tenant or its transferees. Tenant shall give Landlord notice at least 15 days prior to the commencement of any work in the Premises to afford Landlord the opportunity, where applicable, to post and record notices of non-responsibility. Tenant, within 10 days of notice from Landlord, shall fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by the applicable lien Law and, if Tenant fails to do so, Tenant shall be deemed in Default under this Lease and, in addition to any other remedies available to Landlord as a result of such Default by Tenant, Landlord, at its option, may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including, without limitation, reasonable attorneys' fees.

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13. **Indemnity and Waiver of Claims**.

Except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties (defined below), Tenant shall indemnify, defend and hold Landlord and Landlord Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law) (collectively referred to as "**Losses**"), which may be imposed upon, incurred by or asserted against Landlord, any of the Landlord Related Parties or any Mortgagees (defined in Section 23) by any third party and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, the Tenant Related Parties (defined below) or any of Tenant's transferees, contractors or licensees. Except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Related Parties, and subject to the limitations of Section 20 below, Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents ("**Tenant Related Parties**") harmless against and from all Losses which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties by any third party and arising out of or in connection with the acts or omissions (including violations of Law) of Landlord or the Landlord Related Parties, but only to the extent that such indemnity obligations of Landlord hereunder would be covered by the proceeds of liability insurance maintained by Landlord. Tenant hereby waives all claims against and releases Landlord and its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents (the "**Landlord Related Parties**"), and all Mortgagees from all claims for any injury to or death of persons or damage to property in any manner related to (a) Force Majeure, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, or (d) the inadequacy or failure of any security or protective services, personnel or equipment, whether or not the negligence or willful misconduct of Landlord or the Landlord Related Parties was a cause of, or in any way contributed to, such damage, death or injury.

14. **Insurance**.

Tenant shall maintain the following insurance ("**Tenant's Insurance**"): (a) Commercial General Liability and Property Damage Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum $2,000,000 per occurrence limit and $3,000,000 annual aggregate limit; (b) Commercial Automobile Liability providing a minimum of $1,000,000 combined single limit (c) Property Insurance, including a minimum of 12 months of Business Interruption coverage, written on an All Risk or Special Cause of Loss Form, including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("**Tenant's Property**") and any Leasehold Improvements performed by or for the benefit of Tenant; (d) Workers' Compensation Insurance in amounts required by Law; and (e) Employers Liability Coverage of at least $1,000,000.00 per occurrence. Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability and Property Damage Insurance policies shall name as additional insured (by using the ISO Additional Insured Endorsement CG 2011 04/13 or its equivalent) Landlord (or its successors and assignees), the managing agent for the Building (or any successor), and any lender with a deed of trust encumbering the Property or any part thereof,

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of whom Landlord has notified Tenant, are included as additional insureds, and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord and its successors as the interest of such designees shall appear. In addition, Landlord shall be named as a loss payee with respect to Property/Business Interruption Insurance on the Leasehold Improvements using an "ACORD 28 (10/2003)" evidence of insurance or other form reasonably acceptable to Landlord. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least 30 days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance. So long as the same is available at commercially reasonable rates, Landlord shall maintain so called All Risk property insurance on the Building at replacement cost value as reasonably estimated by Landlord, together with such other insurance coverage as Landlord, in its reasonable judgment, may elect to maintain.

15. **Subrogation**.

Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's Property, Leasehold Improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this waiver, any deductible with respect to a party's insurance shall be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

16. **Casualty Damage**.

16.01 If all or any portion of the Premises becomes untenantable by fire or other casualty to the Premises (collectively a "**Casualty**"), Landlord, with reasonable promptness, shall cause a general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required using standard working methods to Substantially Complete the repair and restoration of the Premises and any Common Areas necessary to provide access to the Premises ("**Completion Estimate**"). If the Completion Estimate indicates that the Premises or any Common Areas necessary to provide access to the Premises cannot be made tenantable within 270 days from the date the repair is started, then either party shall have the right to terminate this Lease upon written notice to the other within 10 days after receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the Casualty was caused by the negligence or intentional misconduct of Tenant or any Tenant Related Parties. In addition, Landlord, by notice to Tenant within 90 days after the date of the Casualty, shall have the right to terminate this Lease if: (a) the Premises have been materially damaged and there is less than 2 years of the Term remaining on the date of the Casualty; (b) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (c) a material uninsured loss to the Building or Premises occurs.

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16.02 If this Lease is not terminated, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, restore the Premises and Common Areas. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by Law or any other modifications to the Common Areas deemed desirable by Landlord. Upon notice from Landlord, Tenant shall assign or endorse over to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any Leasehold Improvements performed by or for the benefit of Tenant; provided if the estimated cost to repair such Leasehold Improvements exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within 15 days of demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs. In no event shall Landlord be required to spend more for the restoration than the proceeds received by Landlord, whether insurance proceeds or proceeds from Tenant. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in Default, during any period of time that all or a material portion of the Premises is rendered untenantable as a result of a Casualty, the Rent shall abate for the portion of the Premises that is untenantable and not used by Tenant.

16.03 The provisions of this Lease, including this Section 16, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises or the Property, and any Laws, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any similar or successor Laws now or hereinafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises or the Property.

17. **Condemnation**.

Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "**Taking**"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Building. The terminating party shall provide written notice of termination to the other party within 45 days after it first receives notice of the Taking. The termination shall be effective as of the effective date of any order granting possession to, or vesting legal title in, the condemning authority. If this Lease is not terminated, Base Rent and Tenant's Pro Rata Share shall be appropriately adjusted to account for any reduction in the square footage of the Building or Premises. All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds are expressly waived by Tenant, however, Tenant may file a separate claim for Tenant's Property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the amount of Landlord's award. If only a part of the Premises is subject to a Taking and this Lease is not terminated, Landlord, with reasonable diligence, will restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking. Tenant hereby waives

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any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws.

18. **Events of Default**.

In addition to any other default specifically described in this Lease, each of the following occurrences shall be a "**Default**": (a) Tenant's failure to pay any portion of Rent when due, if the failure continues for 3 days after written notice to Tenant ("**Monetary Default**"); (b) Tenant's failure (other than a Monetary Default) to comply with any term, provision, condition or covenant of this Lease, if the failure is not cured within 10 days after written notice to Tenant provided, however, if Tenant's failure to comply cannot reasonably be cured within 10 days, Tenant shall be allowed additional time (not to exceed 60 days) as is reasonably necessary to cure the failure so long as Tenant begins the cure within 10 days and diligently pursues the cure to completion; (c) Tenant permits a Transfer without Landlord's required approval or otherwise in violation of Section 11 of this Lease; (d) Tenant or any Guarantor becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due or forfeits or loses its right to conduct business; (e) the leasehold estate is taken by process or operation of Law; (f) in the case of any ground-floor or retail Tenant, Tenant does not take possession of or abandons or vacates all or any portion of the Premises; or (g) Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord at the Building or Property. If Landlord provides Tenant with notice of Tenant's failure to comply with any specific provision of this Lease on 3 separate occasions during any 12-month period, Tenant's subsequent violation of such provision shall, at Landlord's option, be an incurable Default by Tenant. All notices sent under this Section shall be in satisfaction of, and not in addition to, any notice required by Law.

19. **Remedies**.

19.01 Upon the occurrence of any Default under this Lease, whether enumerated in Section 18 or not, Landlord shall have the option to pursue any one or more of the following remedies without any notice (except as expressly prescribed herein) or demand whatsoever (and without limiting the generality of the foregoing, Tenant hereby specifically waives notice and demand for payment of Rent or other obligations, except for those notices specifically required pursuant to the terms of Section 18 or this Section 19, and waives any and all other notices or demand requirements imposed by applicable law):

(a) Terminate this Lease and Tenant's right to possession of the Premises and recover from Tenant an award of damages equal to the sum of the following:

(i) The Worth at the Time of Award of the unpaid Rent which had been earned at the time of termination;

(ii) The Worth at the Time of Award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant affirmatively proves could have been reasonably avoided;

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(iii) The Worth at the Time of Award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant affirmatively proves could be reasonably avoided;

(iv) Any other amount necessary to compensate Landlord for all the detriment either proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(v) All such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable law.

The "**Worth at the Time of Award**" of the amounts referred to in parts (i) and (ii) above, shall be computed by allowing interest at the lesser of a per annum rate equal to: (A) the greatest per annum rate of interest permitted from time to time under applicable law, or (B) the Prime Rate plus 5%. For purposes hereof, the "**Prime Rate**" shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the State of California. The "**Worth at the Time of Award**" of the amount referred to in part (iii), above, shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%;

(b) Employ the remedy described in California Civil Code § 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or

(c) Notwithstanding Landlord's exercise of the remedy described in California Civil Code § 1951.4 in respect of an event or events of default, at such time thereafter as Landlord may elect in writing, to terminate this Lease and Tenant's right to possession of the Premises and recover an award of damages as provided above in Section 19.01(a).

19.02 The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No waiver by Landlord of any breach hereof shall be effective unless such waiver is in writing and signed by Landlord.

19.03 TENANT HEREBY WAIVES ANY AND ALL RIGHTS CONFERRED BY SECTION 3275 OF THE CIVIL CODE OF CALIFORNIA AND BY SECTIONS 1174(c) AND 1179 OF THE CODE OF CIVIL PROCEDURE OF CALIFORNIA AND ANY AND ALL OTHER LAWS AND RULES OF LAW FROM TIME TO TIME IN EFFECT DURING THE LEASE TERM PROVIDING THAT TENANT SHALL HAVE ANY RIGHT TO REDEEM, REINSTATE OR RESTORE THIS LEASE FOLLOWING ITS TERMINATION BY REASON OF TENANT'S BREACH. TENANT ALSO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS LEASE.

19.04 No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy reserved by Landlord

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shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by agreement, applicable law or in equity. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

19.05 If Tenant is in Default of any of its non-monetary obligations under this Lease, Landlord shall have the right to perform such obligations. Tenant shall reimburse Landlord for the cost of such performance upon demand together with an administrative charge equal to 15% of the cost of the work performed by Landlord.

19.06 Any agreement for free or abated rent or other charges, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement or other consideration for Tenant's entering into this Lease (all of which concessions are hereinafter referred to as "**Inducement Provisions**"), shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon breach of this Lease by Tenant, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord, notwithstanding any subsequent cure of said breach by Tenant. The acceptance by Landlord of rent or the cure of the breach which initiated the operation of this Section 19.06 shall not be deemed a waiver by Landlord of the provisions of this Section 19.06 unless specifically so stated in writing by Landlord at the time of such acceptance.

19.07 This Section 19 shall be enforceable to the maximum extent such enforcement is not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion.

20. **Limitation of Liability**.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE LESSER OF (A) THE INTEREST OF LANDLORD IN THE PROPERTY, OR (B) THE EQUITY INTEREST LANDLORD WOULD HAVE IN THE PROPERTY IF THE PROPERTY WERE ENCUMBERED BY THIRD PARTY DEBT IN AN AMOUNT EQUAL TO 70% OF THE VALUE OF THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD RELATED PARTY BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE

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MORTGAGEE(S) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN SECTION 23 BELOW), NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT. TENANT SHALL NOT HAVE THE RIGHT BASED UPON A DEFAULT OF LANDLORD TO TERMINATE THIS LEASE OR TO WITHHOLD, OFFSET OR ABATE RENT, TENANT'S SOLE RECOURSE FOR LANDLORD'S DEFAULT BEING AN ACTION FOR DAMAGES AGAINST LANDLORD FOR DIMINUTION IN THE RENTAL VALUE OF THE PREMISES FOR THE PERIOD OF LANDLORD'S DEFAULT WHICH IS PROXIMATELY CAUSED BY LANDLORD'S DEFAULT. TENANT SHALL NOT HAVE THE RIGHT TO TERMINATE THIS LEASE OR TO WITHHOLD, OFFSET OR ABATE THE PAYMENT OF RENT BASED UPON THE UNREASONABLE OR ARBITRARY WITHHOLDING BY LANDLORD OF ITS CONSENT OR APPROVAL OF ANY MATTER REQUIRING LANDLORD'S CONSENT OR APPROVAL, INCLUDING, BUT NOT LIMITED TO, ANY PROPOSED TRANSFER.

21. **Relocation**.

Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to space of reasonably comparable size and utility ("**Relocation Space**") within the Building or other buildings within the same project upon 60 days' prior written notice to Tenant. From and after the date of the relocation, the Base Rent and Tenant's Pro Rata Share shall be adjusted based on the rentable square footage of the Relocation Space. Landlord shall pay Tenant's reasonable out-of-pocket costs of relocation, including all costs for moving Tenant's furniture, equipment, supplies and other personal property, as well as the cost of printing and distributing change of address notices to Tenant's customers and one month's supply of stationery showing the new address.

22. **Holding Over**.

If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease, and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 150% of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. If Landlord is unable to deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's holdover and Tenant fails to vacate the Premises within 15 days after notice from Landlord, Tenant shall be liable for all damages that Landlord suffers from the holdover.

23. **Subordination to Mortgages; Estoppel Certificates: Financial Statements**.

23.01 Subordination. This Lease and any rights of Tenant granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Mortgage**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof; and to all renewals, modifications, and extensions thereof. Tenant agrees that the holders of any such Mortgage (in this Lease together referred to as

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"**Mortgagee**") shall have no liability or obligation to perform any of the obligations of Landlord under this Lease. Any Mortgagee may elect to have this Lease and/or rights of Tenant granted hereby superior to the lien of its Mortgage by giving written notice thereof to Tenant, whereupon this Lease and such rights of Tenant shall be deemed prior to such Mortgage, notwithstanding the relative dates of the documentation or recordation thereof.

23.02 Attornment. If Landlord transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Mortgage to which this Lease is subordinated (a) at the request of such new owner, Tenant shall attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof; or, at the election of such new owner, this Lease shall automatically become a new Lease between Tenant and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof; and (b) Landlord shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Landlord's obligations hereunder, except that such new owner shall not: (i) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership; (ii) be subject to any offsets or defenses which Tenant might have against any prior landlord; (iii) be bound by prepayment of more than one month's rent, or (iv) be liable for the return of any security deposit paid to any prior landlord. Tenant waives its right under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease as a result of any sale of the Premises or the foreclosure or termination of any Mortgage.

23.03 Non-Disturbance. With respect to any Mortgage to which Tenant is requested to subordinate in writing, Landlord shall use reasonable, good faith efforts to receive a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Mortgagee which Non-Disturbance Agreement provides that Tenant's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Tenant is not in default hereof and attorns to the record owner of the Premises. Tenant acknowledges that the Non-Disturbance Agreement may contain the limitations on liability of the succeeding owner set forth in Section 23.02 above, and will be in the form that the Mortgagee typically provides tenants such as Tenant, taking into account the terms of this Lease, the creditworthiness of Tenant and such criteria as its Mortgagee customarily applies. Such Non-Disturbance Agreement may provide, among other things, that (a) such Mortgagee shall be entitled to receive notice of any Landlord default under this Lease plus a reasonable opportunity to cure such default; (b) such Mortgagee shall not be bound by any modification or amendment to this Lease, or any cancellation or surrender of this Lease, without such Mortgagee's consent, (c) such Mortgagee shall not be bound by any obligation under this Lease or the Work Letter (if any) to perform or pay for any improvements to the Premises. Landlord shall have no obligation to negotiate the terms of the Non-Disturbance Agreement on Tenant's behalf, or to incur any legal fees or other out-of-pocket expenses in obtaining the Non-Disturbance Agreement.

23.04 Self-Executing. The agreements contained in Sections 23.01, 23.02, and 23.03 above shall be effective without the execution of any further documents; provided, however, that, upon written request from Landlord or a Mortgagee in connection with a sale, financing or refinancing of the Premises, Tenant shall, within 10 days after receipt of a written request, execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

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23.05 Mortgagee Protection. Tenant agrees to give any Mortgagee, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of assignment of rents and leases, or otherwise) of the address of such Mortgagee. If Landlord shall have failed to cure such default within 30 days from the effective date of such notice of default, then the Mortgagee shall have an additional 30 days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default (including the time necessary to foreclose or otherwise terminate its Mortgage, if necessary to effect such cure), and this Lease shall not be terminated so long as such remedies are being diligently pursued.

23.06 Estoppel Certificates. Within 10 days after written request therefor, Tenant shall execute and deliver to Landlord, in a form provided by or satisfactory to Landlord, a certificate stating that this Lease is in full force and effect, describing any amendments or modifications hereto, acknowledging that this Lease is subordinate or prior, as the case may be, to any Mortgage and stating any other information Landlord may reasonably request, including the Term, the monthly Base Rent, the date to which Rent has been paid, the amount of any Security Deposit or prepaid rent, whether either party hereto is in default under the terms of the Lease, and whether Landlord has completed its construction obligations hereunder (if any), and providing such other information concerning this Lease or the Premises as Landlord may reasonably request. Any person or entity purchasing, acquiring an interest in or extending financing with respect to the Property shall be entitled to rely upon any such certificate. If Tenant fails to deliver such certificate within 10 days after Landlord's second written request therefor, Tenant shall be liable to Landlord for any damages incurred by Landlord including any profits or other benefits from any financing of the Property or any interest therein which are lost or made unavailable as a result, directly or indirectly, of Tenant's failure or refusal to timely execute or deliver such estoppel certificate.

23.07 Financial Statements. Throughout the Term of this Lease, within 10 days after written request by Landlord, not more than once a year, Tenant shall deliver to Landlord a copy of the financial statements for Tenant and any Guarantor (including at least a year-end balance sheet and a statement of profit and loss) for each of the three most recently completed years, prepared in accordance with generally accepted accounting principles (and, if such is Tenant's and/or Guarantor's normal practice, audited by an independent certified public accountant), all then available subsequent interim statements, and such other financial information as may reasonably be requested by Landlord or required by any Mortgagee.

23.08 Changes Requested by Mortgagee. If, in connection with obtaining financing for the Property, the lender shall request reasonable modifications in this Lease as a condition to the financing, Tenant will not unreasonably withhold or delay its consent, provided that the modifications do not materially increase the obligations of Tenant or materially and adversely affect the leasehold interest created by this Lease.

24. **Notices**.

All demands, approvals, consents or notices (collectively referred to as a "**notice**") shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Section 1. Each notice shall be deemed to have been received on the earlier to occur of

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actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address of Tenant without providing a new Notice Address, 3 days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address. Notwithstanding any provision of this Lease to the contrary, if this Lease (or any rider, addendum or subsequent amendment hereto) grants Tenant any option to extend or renew the Term, or to expand the Premises, the exercise of such option shall be valid only if Landlord actually receives written notice thereof from Tenant by the date that such option expires. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by California Code of Civil Procedure section 1161 or any similar or successor statute.

25. **Surrender of Premises**.

At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. If required by Landlord's Sustainability Practices (as defined in Section 26), Tenant shall dispose of any equipment, furnishings, or materials no longer needed by Tenant in an environmentally sustainable manner, and shall recycle or re-use such equipment, furnishings, or materials in accordance with Landlord's Sustainability Practices. If Tenant fails to remove any of Tenant's Property within 2 days after termination of this Lease or Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's Property. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred. If Tenant fails to remove Tenant's Property from the Premises or storage, within 30 days after notice, Landlord may deem all or any part of Tenant's Property to be abandoned and title to Tenant's Property shall vest in Landlord.

26. **Sustainability Issues**.

26.01 Definitions. "**Sustainability Practices**" shall mean any rules, regulations, practices and guidelines relating to Property operations, maintenance, repairs, replacements, initial tenant improvements and/or alterations and intended to (i) reduce the Property's use of water and energy, natural resources and/or hazardous materials, (ii) improve indoor environmental quality, and/or (iii) improve tenant recycling programs, and may include building systems upgrades to meet the energy, water, and lighting performance standards under one of the Sustainability Rating Systems (as defined below). Landlord may modify, eliminate or add to its Sustainability Practices in its sole and absolute discretion, and reserves the right, in its sole and absolute discretion, to waive enforcement of such Sustainability Practices against certain tenants of the Property. "**Sustainability Rating System**" shall mean any of the following: (i) the U.S. EPA's Energy Star® rating system, (ii) the Green Building Initiative's Green Globes™ for Continual Improvement of Existing Buildings rating system, (iii) the U.S. Green Building Council's Leadership in Energy and Environmental Design rating system, (iv) any successor to any of the foregoing systems, and/or (v) another comparable sustainability rating system.

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26.02 Recycling and Waste Management. Tenant covenants and agrees, at its sole cost and expense: (a) to comply with all applicable Laws regarding the collection, sorting, separation, and recycling of garbage, trash, rubbish and other refuse (collectively, "**trash**"); (b) to comply with Landlord's recycling policy as part of Landlord's Sustainability Practices where it may be more stringent than applicable Laws; (c) to sort and separate its trash and recycling into such categories as are provided by Laws or Landlord's Sustainability Practices; (d) that each separately sorted category of trash and recycling shall be placed in separate receptacles as directed by Landlord; (e) that Landlord reserves the right to refuse to collect or accept from Tenant any waste that is not separated and sorted as required by law, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Landlord; and (f) that Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section 26.02.

27. **Miscellaneous**.

27.01 This Lease shall be interpreted and enforced in accordance with the Laws of the State of California and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state. If any term or provision of this Lease shall to any extent be void or unenforceable, the remainder of this Lease shall not be affected. If there is more than one Tenant or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities, and requests or demands from any one person or entity comprising Tenant shall be deemed to have been made by all such persons or entities. Notices to any one person or entity shall be deemed to have been given to all persons and entities. Tenant represents and warrants to Landlord that (a) each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, (i) in violation of any laws relating to terrorism or money laundering, or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/ofac/tllsdn.pdf or any replacement website or other replacement official publication of such list, and (b) Tenant shall not engage in any actions in violation of any such laws or associate with such individuals or entities during the Term. Tenant hereby agrees to defend, indemnify and hold harmless Landlord and its Mortgagee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing representation and warranty.

27.02 If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees. In addition, Landlord shall be entitled to attorney's fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default, with the parties agreeing that $200.00 is a reasonably minimum per occurrence for such services and consultation. Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default, shall not constitute a waiver of the default, nor shall it constitute an estoppel.

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27.03 Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**").

27.04 Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and Property. Upon transfer Landlord shall be released from any further obligations hereunder and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations, provided that, any successor pursuant to a voluntary, third party transfer (but not as part of an involuntary transfer resulting from a foreclosure or deed in lieu thereof) shall have assumed Landlord's obligations under this Lease.

27.05 Landlord has delivered a copy of this Lease to Tenant for Tenant's review only and the delivery of it does not constitute an offer to Tenant or an option. Tenant represents that it has dealt directly with and only with the Broker as a broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Lease. Landlord shall indemnify and hold Tenant and the Tenant Related Parties harmless from all claims of any brokers claiming to have represented Landlord in connection with this Lease.

27.06 Time is of the essence with respect to Tenant's exercise of any expansion, renewal or extension rights granted to Tenant. The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

27.07 Upon Tenant performing all of the covenants and provisions on Tenant's part to be observed and performed under this Lease (including the payment of Rent hereunder), Tenant shall have the right to use and occupy the Premises in accordance with and subject to the terms and conditions of this Lease as against all persons claiming by, through, or under Landlord. This covenant shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building.

27.08 This Lease does not grant any rights to light or air over or about the Building. Landlord excepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents. Neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by an authorized representative of Landlord and Tenant.

27.09 Tenant agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord, and that disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate with other tenants. Tenant hereby agrees that Tenant and its partners, officers, directors, employees, agents, real estate brokers and sales persons and attorneys shall not

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disclose the terms of this Lease to any other person without Landlord's prior written consent, except to any accountants of Tenant in connection with the preparation of Tenant's financial statements or tax returns, to an assignee of this Lease or subtenant of the Premises, or to an entity or person to whom disclosure is required by applicable law or in connection with any action brought to enforce this Lease.

27.10 If the parties delete any provision appearing in any prior drafts of this Lease, this Lease shall be interpreted as if the deleted language were never part of this Lease.

27.11 Any claim, demand or right of any kind by Tenant which is based upon or arises in connection with this Lease shall be barred unless Tenant commences an action thereon within 6 months after the date that the act, omission, event or default upon which the claim, demand or right arises, has occurred.

27.12 In the event Tenant vacates or abandons the Premises but is otherwise in compliance with all the terms, covenants and conditions of this Lease, Landlord shall (i) have the right to enter into the Premises in order to show the space to prospective tenants, (ii) have the right to reduce the services provided to Tenant pursuant to the terms of this Lease to such levels as Landlord reasonably determines to be adequate services for an unoccupied premises, and (iii) during the last six (6) months of the Term, have the right to prepare the Premises for occupancy by another tenant upon the end of the Term. Tenant expressly acknowledges that in the absence of Landlord terminating Tenant's right to possession pursuant to Section 19 of this Lease, none of the foregoing acts of Landlord or any other act of Landlord shall constitute a termination of Tenant's right to possession or an acceptance of Tenant's surrender of the Premises, and this Lease shall continue in effect.

27.13 Tenant shall provide written notice of its intent to vacate the Premises at least 60 days prior to the Termination Date ("Tenant's Vacation Notice"). Tenant's failure to timely provide Tenant's Vacation Notice shall not modify the Term, create any obligation by Landlord to extend the Term, nor modify any of Landlord's rights and remedies under Sections 19, Remedies, or 22, Holdover, of this Lease. Landlord may waive Tenant's obligation to provide Tenant's Vacation Notice in Landlord's sole and absolute discretion.

27.14 Landlord reserves the absolute right to contract with any other person or entity to be a tenant in the Property as Landlord, in Landlord's sole business judgment, determines best to promote the interests of the Property. Tenant does not rely on the expectation, and Landlord does not represent, that any specific tenant or type or number of tenants will, during the Lease term, occupy any space in the Property.

27.15 This Lease shall be construed as though the covenants of Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord; provided, however, that the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof.

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27.16 This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease. The parties contemplate that they may be executing counterparts of this Lease transmitted electronically or by facsimile and agree and intend that an electronic signature or a signature by facsimile machine shall bind the party so signing with the same effect as though the signature were an original signature.

28. **Landlord Renovations**.

Tenant acknowledges that Landlord or an affiliate of Landlord will or may during the Term renovate, improve, alter, or modify (collectively, the "**Renovations**") the Building, including any parking facilities, Common Areas, systems and equipment, roof, and structural portions of the same, and that such Renovations may include (a) modifying the Common Area and Tenant spaces to comply with applicable Laws and regulations, including regulations relating to the physically disabled, seismic conditions, and Building safety and security, (b) installing new carpeting, lighting, and wall coverings in the Common Areas, and (c) constructing tenant improvements in the premises of other tenants of the Building, and in connection with such Renovations, Landlord may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Land, including portions of the Common Areas, or perform work in the Building, which work may create noise, dust or leave debris in the Building. Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, the Common Area or of Tenant's personal property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions in connection with such Renovations. Nothing in this Section above shall be deemed or interpreted to increase any obligations of Landlord under or set forth elsewhere in this Lease. In addition, it is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, the Building, the Land or any part thereof, and that no representations respecting the condition of the Premises, the Building or the Land have been made by Landlord to Tenant, all except as expressly and specifically set forth and provided in this Lease.

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Landlord and Tenant have executed this Lease as of the dates set forth below.

LANDLORD:

JPI XXXIV, LLC, a California limited liability company

MANAGER:

Jackson Properties, Inc., a California corporation

By:_____
John M. Jackson, Jr.,
Chief Executive Officer

Date:_____

TENANT:

Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation

By: DocuSigned by: Murdock Smith 6AA7C3E2A596498...
Murdock Smith
Chief Executive Officer/Executive Director

Date: 12/4/2023

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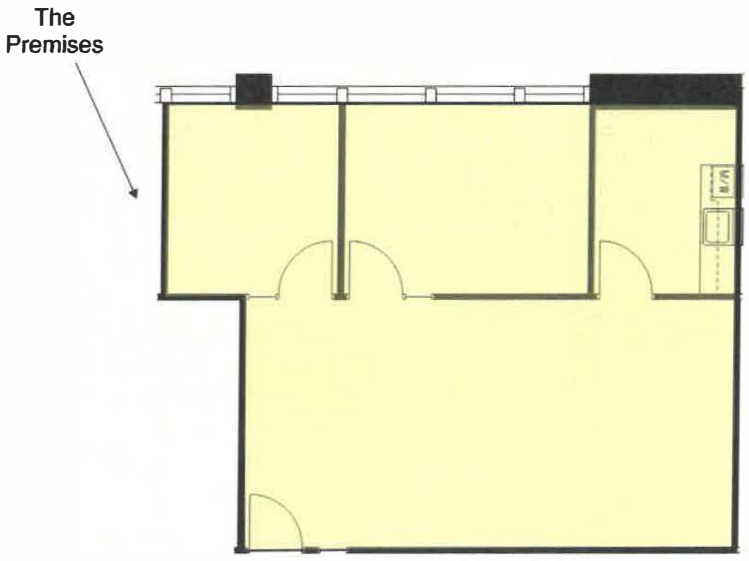
EXHIBIT A

OUTLINE AND LOCATION OF PREMISES

3600 American River Drive, Suite 280



"This exhibit is for illustration purposes only, and the locations and dimensions may only be approximate. This exhibit does not amend the Lease; the Lease shall control if there is any conflict; the information contained in this exhibit does not constitute a representation or warranty by Landlord."

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EXHIBIT B

EXPENSES AND TAXES—BASE YEAR ARRANGEMENT

1. **Payments**.

1.01 Tenant shall pay Tenant's Pro Rata Share of the amount, if any, by which Expenses (defined below) for each calendar year during the Term exceed Expenses for the Base Year (the "**Expense Excess**") and also the amount, if any, by which Taxes (defined below) for each calendar year during the Term exceed Taxes for the Base Year (the "**Tax Excess**"). If Expenses or Taxes in any calendar year decrease below the amount of Expenses or Taxes for the Base Year, Tenant's Pro Rata Share of Expenses or Taxes, as the case may be, for that calendar year shall be $0. Landlord shall provide Tenant with a good-faith estimate of the Expense Excess and of the Tax Excess for each calendar year during the Term. On or before the first day of each calendar month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of both the Expense Excess and Tax Excess. If Landlord determines that its good faith estimate was incorrect by a material amount, Landlord may provide Tenant with a revised estimate. After its receipt of the revised estimate, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the Expense Excess or the Tax Excess by January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate(s) until Landlord provides Tenant with the new estimate.

1.02 As soon as is practical following the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual Expenses and Expense Excess and the actual Taxes and Tax Excess for the prior calendar year. Landlord's failure to reconcile after each calendar year shall not be deemed a waiver of Tenant's or Landlord's obligations hereunder when reconciliation occurs. If the estimated Expense Excess or estimated Tax Excess for the prior calendar year is more than the actual Expense Excess or actual Tax Excess, as the case may be, for the prior calendar year, Landlord shall either provide Tenant with a refund or apply any overpayment by Tenant against Additional Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated Expense Excess or estimated Tax Excess for the prior calendar year is less than the actual Expense Excess or actual Tax Excess, as the case may be, for such prior year, Tenant shall pay Landlord, within 30 days after its receipt of the statement of Expenses or Taxes, any underpayment for the prior calendar year.

2. **Expenses**.

2.01 "**Expenses**" means all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing, replacing, and managing the Building and the Property. Expenses include, without limitation: (a) all labor and labor-related costs, including wages, salaries, bonuses, taxes, insurance, uniforms, training, retirement plans, pension plans and other employee benefits; (b) the cost of the operation, maintenance, repair and replacement of the Building or Property (including, without limitation, maintenance, repair and replacement of glass, the roof covering or membrane, Base Building systems, and landscaping); provided, however, that to the extent that the cost of any such replacements are required to be capitalized for federal income

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tax purposes, the cost of such replacements (and, at Landlord's option, including the actual or imputed interest on the unamortized balance at the rate Landlord would reasonably be required to pay to finance such replacements) shall be amortized over such useful life as Landlord shall reasonably determine; (c) the cost of equipping, staffing and operating an on-site and/or off-site management office for the Building, provided if the management office services one or more other buildings or properties, the shared costs and expenses of equipping, staffing and operating such management office(s) shall be equitably prorated and apportioned between the Building and the other buildings or properties; (d) accounting costs; (e) the cost of services; (f) rental and purchase cost of parts, supplies, tools and equipment; (g) insurance premiums and deductibles; (h) electricity, gas and other utility costs; (i) a management cost recovery equal to 5% of all income (excluding such management cost recovery) derived from the Property, including, without limitation, all Rent hereunder, all rent and other payments derived from other tenants in the Property, parking revenues and other revenues derived from licensees of any other part of or right in the Property; (j) the cost of capital improvements made subsequent to the Base Year which are: (1) performed primarily to reduce current or future operating expense costs, upgrade Building security or otherwise improve the operating efficiency of the Property; or (2) required to comply with any Laws that are enacted, or first interpreted to apply to the Property, after the date of this Lease; or (3) which are reasonably determined by Landlord to be in the best interests of the Property; and (k) all costs of maintaining, managing, reporting, commissioning, and recommissioning the Property or any part thereof that was designed and /or built to be sustainable and conform with the certifications, if any, issued for the Property pursuant to any Sustainability Rating System, and all costs of applying, reporting and commissioning the Property or any part thereof to seek certification under any Sustainability Rating System. To the extent any capital improvements are required to be capitalized for federal income tax purposes, the cost of such capital improvements shall be amortized by Landlord over the lesser of the Payback Period (defined below) or the useful life of the capital improvement as reasonably determined by Landlord. The amortized cost of capital improvements may, at Landlord's option, include actual or imputed interest at the rate that Landlord would reasonably be required to pay to finance the cost of the capital improvement. "Payback Period" means the reasonably estimated period of time that it takes for the cost savings resulting from a capital improvement to equal the total cost of the capital improvement. Landlord, by itself or through an affiliate, shall have the right to directly perform, provide and be compensated for any services under this Lease. If Landlord incurs Expenses for the Building or Property together with one or more other buildings or properties, whether pursuant to a reciprocal easement agreement, common area agreement or otherwise, the shared costs and expenses shall be equitably prorated and apportioned between the Building and Property and the other buildings or properties. The above enumeration of services and facilities shall not be deemed to impose an obligation on Landlord to make available or provide such services or facilities except to the extent if any that Landlord has specifically agreed elsewhere in the Lease to make the same available or provide the same. Without limiting the generality of the foregoing, Tenant acknowledges and agrees that it shall be responsible for providing adequate security for its use of the Premises, the Building and the Property and that Landlord shall have no obligation or liability with respect thereto, except to the extent, if any, that Landlord has specifically agreed elsewhere in the Lease to provide the same.

2.02 Expenses shall not include: the cost of capital improvements (except as set forth in Section 2.01(j) above); depreciation; principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by

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insurance or condemnation proceeds; costs in connection with leasing space in the Building, including brokerage commissions; lease concessions, rental abatements and construction allowances granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Building; fines, interest and penalties incurred due to the late payment of Taxes or Expenses; organizational expenses associated with the creation and operation of the entity which constitutes Landlord; or any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Building under their respective leases.

2.03 If at any time during a calendar year the Building is not at least 95% occupied or Landlord is not supplying services to at least 95% of the total Rentable Square Footage of the Building, Expenses shall, at Landlord's option, be determined as if the Building had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Building. If Expenses for a calendar year are determined as provided in the prior sentence, Expenses for the Base Year shall also be determined in such manner. Notwithstanding the foregoing, Landlord may calculate the extrapolation of Expenses under this Section based on 100% occupancy and service so long as such percentage is used consistently for each year of the Term. The extrapolation of Expenses under this Section shall be performed in accordance with the methodology specified by the Building Owners and Managers Association.

2.04 Landlord shall have the right, from time to time, to equitably allocate some or all of the Expenses for the Property among different portions or occupants of the Property (the "**Cost Pools**"), in Landlord's discretion. Such Cost Pools may include, but shall not be limited to, the office space tenants of the Property, and the retail space tenants of the Property. The Expenses within each such Cost Pool shall be allocated and charged to the tenants within such Cost Pool in an equitable manner.

3. "**Taxes**" shall mean: (a) all real property taxes and other assessments on the Building and/or Property, including, but not limited to, gross receipts taxes, assessments for special improvement districts and building improvement districts, governmental charges, fees and assessments for police, fire, traffic mitigation or other governmental service of purported benefit to the Property, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property's share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property; (b) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (c) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a) and (b), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Taxes shall be determined without reference to any abatement or exemption from or credit against Taxes applicable to all or part of the Building and/or Property. Taxes shall not include any income, capital levy, transfer, capital stock, gift, estate or inheritance tax. If a change in Taxes is obtained for any year of the Term during which Tenant paid Tenant's Pro Rata Share of any Tax Excess, then Taxes for that year will be retroactively adjusted and Landlord shall provide Tenant with a credit or charge, if any, based on the adjustment. Likewise, if a change is obtained for Taxes for the Base Year, Taxes for the Base Year shall be restated and the Tax Excess for all subsequent years shall be recomputed. Tenant shall pay Landlord the amount of Tenant's Pro Rata Share of any such increase in the Tax Excess within 30 days after Tenant's receipt of a statement from Landlord. Notwithstanding anything to the contrary in the Lease, if there is at any

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time a decrease in Taxes below the amount of the Taxes for the Base Year, then for purposes of calculating the Tax Excess for the year in which such decrease occurs and all subsequent periods, Taxes for the Base Year shall be reduced to equal the Taxes for the year in which the decrease occurs.

4. **Audit Rights**. Tenant, within 180 days after receiving Landlord's statement of Expenses, may give Landlord written notice ("**Review Notice**") that Tenant intends to review Landlord's records of the Expenses for the calendar year to which the statement applies. Within a reasonable time after receipt of the Review Notice, Landlord shall make all pertinent records available for inspection that are reasonably necessary for Tenant to conduct its review. If any records are maintained at a location other than the management office for the Building, Tenant may either inspect the records at such other location or pay for the reasonable cost of copying and shipping the records. If Tenant retains an agent to review Landlord's records, the agent must be with a CPA firm licensed to do business in California and in no event shall such agent be compensated on a contingent-fee basis. Tenant shall be solely responsible for all costs, expenses and fees incurred for the audit. Within 90 days after the records are made available to Tenant, Tenant shall have the right to give Landlord a written notice (an "**Objection Notice**") stating in reasonable detail any objection to Landlord's statement of Expenses for that year. If Tenant fails to give Landlord an Objection Notice within the 90 day period or fails to provide Landlord with a Review Notice within the 180-day period described above, Tenant shall be deemed to have approved Landlord's statement of Expenses and shall be barred from raising any claims regarding the Expenses for that year. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant shall work together in good faith to resolve any issues raised in Tenant's Objection Notice. If Landlord and Tenant determine that Expenses for the calendar year are less than reported, Landlord shall provide Tenant with a credit against the next installment of Rent in the amount of the overpayment by Tenant. Likewise, if Landlord and Tenant determine that Expenses for the calendar year are greater than reported, Tenant shall pay Landlord the amount of any underpayment within 30 days. The records obtained by Tenant shall be treated as confidential, and Landlord may require Tenant and its agent to sign a commercially reasonable confidentiality agreement. In no event shall Tenant be permitted to examine Landlord's records or to dispute any statement of Expenses unless Tenant has paid and continues to pay all Rent when due.

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EXHIBIT C

WORK LETTER

PREMISES AS-IS CONDITION

Landlord is not obligated to and shall not make, or pay for, any improvements to the Premises in addition to those improvements in existence as of the date of the execution of the Lease by Tenant, and Tenant understands and acknowledges that the Premises are leased without any further improvements or alterations thereto in an "AS-IS" condition. Tenant has had an opportunity to inspect the Premises and to have its architects, engineers, or other consultants inspect the Premises. Tenant, pursuant to its inspection of the Premises, has found the Premises' current state of repair, condition and maintenance without further improvements by Landlord to be sufficient for Tenant's use. Tenant agrees that, by taking possession of the Premises, it is acknowledging that the Premises and all systems serving the Premises are in good working order and repair. In the event of any inconsistency between this Exhibit C and any other provision of the Lease to which this Exhibit C is attached, the provisions of this Exhibit C shall govern.

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EXHIBIT D

COMMENCEMENT LETTER

(EXAMPLE)

Date _____

Tenant _____
Address _____
_____
_____

Re: Commencement Letter with respect to that certain Lease dated as of the _____ day of _____ 20__, by and between _____, as Landlord, and _____, as Tenant, for _____ rentable square feet on the _____ floor of the Building located at _____.

Dear _____

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Premises and agrees:

1. The Commencement Date of the Lease is _____

2. The Termination Date of the Lease is _____

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all 3 counterparts of this Commencement Letter in the space provided and returning 2 fully executed counterparts to my attention. Tenant's failure to execute and return this letter, or to provide written objection to the statements contained in this letter, within 30 days after the date of this letter shall be deemed an approval by Tenant of the statements contained herein.

Sincerely,

_____
Authorized Signatory

Agreed and Accepted:

Tenant: _____

By: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT E

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking facilities (if any), the Property and the appurtenances. In the event of a conflict between the following rules and regulations and the remainder of the terms of the Lease, the remainder of the terms of the Lease shall control. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.

2. Plumbing fixtures and appliances shall be used only for the purposes for which designed and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances.

3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel without Landlord's prior approval, which approval shall not be unreasonably withheld.

4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants and no other directory shall be permitted unless previously consented to by Landlord in writing.

5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, and Landlord shall have the right at all times to retain and use keys or other access codes or devices to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of the Lease.

6. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.

7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas

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or loading dock areas, shall be restricted to hours reasonably designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity, which approval shall not be unreasonably withheld. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage, loss or injury.

8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises, which approval shall not be unreasonably withheld. Damage to the Building by the installation, maintenance, operation, existence or removal of Tenant's Property shall be repaired at Tenant's sole expense.

9. Corridor doors, when not in use, shall be kept closed.

10. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.

11. No animals, except those assisting persons with disabilities, shall be brought into the Building or kept in or about the Premises.

12. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable Laws. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant and shall remain solely liable for the costs of abatement and removal.

13. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used for lodging, sleeping or for any illegal purpose.

14. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until

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Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties nor shall the Commencement Date of the Term be extended as a result of the above actions.

15. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electric or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.

16. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees and invitees.

17. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.

18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building and Property, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.

19. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

20. Smoking is prohibited in the Premises, the Building, and the Property, with the exception of such portion of the Common Areas as have been declared a designated smoking area by Landlord. "Smoking", as used herein, shall be deemed to include the use of e-cigarettes, smokeless cigarettes and other similar products.

21. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.

22. Deliveries to and from the Premises shall be made only at the times in the areas and through the entrances and exits reasonably designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.

23. The work of cleaning personnel shall not be hindered by Tenant after 5:30 P.M., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

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EXHIBIT F

ADDITIONAL PROVISIONS

1. **Asbestos Disclosure**. Tenant acknowledges that Tenant has received the asbestos notification letter attached to this Lease as Exhibit I hereto, disclosing the existence of asbestos in the Building (if any). As part of Tenant's obligations under this Lease, Tenant agrees to comply with the California "Connelly Act" and other applicable Laws, including providing copies of Landlord's asbestos notification letter to all of Tenant's "employees" and "owners", as those terms are defined in the Connelly Act and other applicable Laws.

2. **Option to Extend.**

(a) Tenant shall have the option to extend the Lease Term for one (1) period of thirty-six (36) months (the "**Extended Term**"), commencing as of the day following the Termination Date. Base Rent per month for the Extended Term shall be the lesser of (i) the then-current Fair Market Rent (as defined in Paragraph 1(g) below) for the Extended Term, or (ii) the sum of the Base Rent and Additional Rent in effect as of the end of the prior term.

(b) To exercise Tenant's option to extend the Lease Term, Tenant shall give Landlord written notice of its election that is no later than two hundred seventy (270) days prior to the expiration of the Lease. Within thirty (30) days of receipt of Tenant's election to extend, Landlord shall notify Tenant of Landlord's good faith determination of Fair Market Rent for the Extended Term. Within five (5) days after receipt of such notice from Landlord, Tenant shall have the right to: (i) elect to accept Landlord's determination of Fair Market Rent for the Extended Term; or (ii) elect to disagree with Landlord's determination of Fair Market Rent for the Extended Term. Failure on the part of Tenant to make any election in writing pursuant to the preceding sentence within such five (5)-day period shall constitute an election by Tenant to accept Landlord's determination of Fair Market Rent for the Extended Term.

(c) In the event Tenant elects, by written notice within the five (5)-day period, to disagree with Landlord's determination of Fair Market Rent for the Extended Term, then Landlord and Tenant shall meet and confer with each other as frequently as is reasonable in the circumstances in order to come to mutual agreement as to the Fair Market Rent for the Extended Term; provided, however, that if Landlord and Tenant cannot mutually agree in writing as to the Fair Market Rent for the Extended Term within twenty-five (25) days following Tenant's written notice of disagreement, Tenant shall be deemed to have accepted Landlord's initial determination of Fair Market Rent for the Extended Term given within the thirty (30)-day period following receipt of Tenant's election to extend.

(d) Tenant shall have no other option, right or obligation to extend the Lease Term or otherwise remain in the Premises after the expiration of the current Lease Term. From and after commencement of the Extended Term, all of the other terms, covenants and conditions of the Lease shall apply, and references to the Lease Term shall be deemed to include the Extended Term; provided, however, that (i) the Base Rent shall be revised as herein provided, (ii) Tenant shall have no option or right to further extend the Lease Term beyond the Extended Term, (iii)

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there shall be no "free rent" period, (iv) Landlord shall have no obligation to make any alterations or improvements to the Premises.

(e) Notwithstanding anything to the contrary contained herein, Tenant's rights under this Paragraph 2 are personal to the original Tenant executing the Lease ("**Named Tenant**") and shall not be assigned or assignable, in whole or in part, to any third party. Any assignment or other transfer of such rights by Named Tenant shall be void and of no force or effect. Without limiting the generality of the foregoing, no sublessee of the Premises shall be permitted to exercise the rights granted to Tenant under this Paragraph 2.

(f) Conditions to Option to Extend. Tenant's right to exercise the option to extend shall be subject to the conditions (all of which conditions are solely for Landlord's benefit and may, in Landlord's sole discretion, be waived) that (i) at the time of exercise and at all times prior to the commencement of the Extended Term, Tenant shall not be in default under the Lease or otherwise failed to have timely performed all of Tenant's obligations under the Lease, and (ii) Tenant must demonstrate to Landlord's reasonable satisfaction that Tenant's creditworthiness is equal to or greater than that in effect when the Lease was signed by Landlord, and (iii) Tenant must exercise the option to extend as to the entire Premises.

(g) "**Fair Market Rent**" shall mean the rate being charged by Landlord in the Building for comparable space (or comparable space in non-equity transactions in comparable commercial office buildings in the Campus Commons submarket in the County of Sacramento), taking into consideration all relevant terms or conditions. The foregoing notwithstanding; (i) costs which are incurred by a landlord in connection with the negotiation and documentation of a lease transaction, and other costs incurred by a landlord which are not paid to or for the direct benefit of the tenant, shall not be considered; (ii) comparable transactions in which the rent for a renewal was discounted to a rate below the fair market rate, whether by the application of a percentage to the fair market rate or otherwise, shall be adjusted to reflect the fair market rate before the discount was applied; and (iii) renewal transactions in which the rent was either established at a pre-determined amount by reason of the exercise by the tenant of an option to renew or extend at a fixed rental rate or was established due to the operation of a pre-determined minimum or maximum amount shall not be regarded as comparable transactions.

3. **Signage.**

(a) *Interior:* Landlord shall, at Landlord's expense, place Tenant's name on one building-standard suite sign identifying the Premises in the hallway, in a location reasonably determined by Landlord but reasonably proximate to the entrance to the Premises and place Tenant on the building's Directory Sign in the main lobby of the building

(b) *Transferability.* The Signage Rights are personal to the original Tenant executing this Lease and its Affiliates and may not be transferred, nor shall any signage installed pursuant to the Signage Rights be altered without the prior written approval of Landlord, which approval shall not be unreasonably withheld. Should the name of the Tenant be legally changed to another name (the "**Successor Entity**"), Tenant shall be entitled to modify, at Tenant's sole cost and expense, Tenant's Signage to reflect Tenant's new name, but only if Tenant's new name is not an "Objectionable Name." The term "**Objectionable Name**" shall mean any name which relates to

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an entity which is of a character or reputation, or is associated with a political orientation or faction, or which is inconsistent with the quality of the Project, or which would otherwise reasonably offend a landlord of a comparable building in the area of the Project taking into consideration the level and visibility of Tenant's Signage.

(c) *Maintenance.* Should any of Tenant's Signage require maintenance or repairs as determined in Landlord's reasonable judgment, Landlord shall have the right to provide written notice thereof to Tenant and Tenant shall cause such repairs and/or maintenance to be performed within thirty (30) days after receipt of such notice from Landlord, at Tenant's sole cost and expense. Should Tenant fail to perform such maintenance and repairs within the periods described in the immediately preceding sentence, Landlord shall have the right to cause such work to be performed and to charge Tenant for the costs of such work. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, cause Tenant's Signage to be removed. If Tenant fails to remove Tenant's Signage within thirty (30) days following the expiration or earlier termination of this Lease, then Landlord may perform such work, and all costs and expenses incurred by Landlord in so performing, shall be reimbursed by Tenant to Landlord within ten (10) Business Days after Tenant's receipt of invoice therefor. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

4. **Fitness Facility.** Landlord shall, free of monthly charge, provide Tenant with membership passes for each of Tenant's employees to the existing fitness facility within the Project. Such membership passes shall be for the use of only Tenant's employees employed at the Premises and are not transferable. The foregoing notwithstanding, Landlord's obligation to provide Tenant such membership passes, and the use of such fitness facility by Tenant's employees, shall be subject to compliance by Tenant's employees of Landlord's standard procedures relating to the use of such fitness facility (other than the payment of the monthly charge for such fitness facility, if applicable), including, without limitation, the execution and delivery by Tenant's employees of Landlord's standard forms and agreements relating to the use of such fitness facility. Landlord may, without liability to Tenant or Tenant's employees, cease operating the fitness facility at any time and for any reason, it being agreed that Landlord shall have no obligation whatsoever to continue to operate the fitness facility.

5. **Common Area Conference Room Use.** During the Term, Tenant shall be entitled to use, on a non-exclusive basis in common with the other tenants of the Building, the conference room located on the second floor of the building located at 3600 American River Drive, subject to the following rules and regulations (and such other rules and regulations as Landlord may establish from time to time): (a) Tenant shall pay the hourly rate for use of the conference room at the standard rates charged by Landlord (currently $0.00 per hour), (b) Tenant shall provide a minimum of 24 hours' prior written notice of its desire to use the conference room and (c) Tenant shall request management approval for any single use exceeding four (4) hours in duration.

6. **Security Alarm.** Tenant may install, at Tenant's sole cost and expense, an alarm system for the Premises, provided that Tenant obtains Landlord's written approval prior to installation. In order to maintain the appearance and operation of the Building, no portion of the alarm system shall be installed where it is visible from the exterior of the Building. Alarm systems installed without Landlord's prior written approval and/or installed in a manner or location objectionable to Landlord will be removed at Tenant's expense. Said expense will include the cost

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of restoring the Building and Premises to its original condition. Landlord shall not be liable for damages to Tenant as a result of said alarm removal.

7. **Inspection by a CASp in Accordance with Civil Code § 1938**. To Landlord's actual knowledge:

(a) The subject premises have not undergone inspection by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

(b) Portions of the common areas of the building have undergone inspection by a Certified Access Specialist (CASp) and have been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53. Tenant acknowledges that it received a copy of the report prepared by the Certified Access Specialist (CASp) prior to the date Tenant executed this Lease, and that the information in such report shall remain confidential.

(c) The foregoing verification is included in this Lease solely for the purpose of complying with California Civil Code Section 1938 and, except as otherwise expressly stated above, shall not in any manner affect Landlord's and Tenant's respective responsibilities for compliance with construction-related accessibility standards as provided under this Lease.

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EXHIBIT G

MASTER BUILDING MAINTENANCE AGREEMENT

This Master Building Maintenance Agreement ("Maintenance Agreement") is made the 28th day of November in the year 2023, by and between Jackson Properties, Inc. dba Jackson Facility Maintenance ("Contractor"), and Highlands Community Charter and Technical Schools, a California domestic nonprofit corporation ("Client").

Contractor and Client agree that this Maintenance Agreement shall apply to any and all projects (hereinafter "Project", "particular Project" or "Projects") in which Contractor and Client enter into a Work Order. Contractor and Client agree that this Maintenance Agreement shall govern the relationship between them on all Projects covered by Work Orders, except to the extent expressly modified by any Work Order.

Contractor agrees to furnish all labor, materials, tools, equipment, and services to perform and complete, in a workman-like manner, from time to time, maintenance work for Client which may include, without limitation, the following: general building repair and maintenance; roof inspection, repair, maintenance and replacement; asphalt, concrete, landscaping and site repair, maintenance and replacement; electrical repair, maintenance and replacement; plumbing repair, maintenance and replacement; mechanical repair, maintenance and replacement; plumbing/HVAC repair, maintenance and replacement; window and door repair, maintenance and replacement; fire alarm/suppression inspection, repair, maintenance and replacement; install/test backflow prevention devices; carpentry, drywall and painting; locksmith services; general cleanup services, and as shall be more particularly described in the Work Order issued for the performance of the maintenance work applicable to a particular Project ("Maintenance Work"). Any or all of the Maintenance Work may be performed by Contractor's own forces, or through another contractor or subcontractor, at the sole discretion of Contractor.

For and in consideration of the mutual covenants and agreements, rights and obligations set forth herein, Client and Contractor agree as follows:

1. Master Maintenance Agreement. Client and Contractor desire to enter into this Maintenance Agreement to expedite and facilitate Client's ability to engage Contractor to perform Maintenance Work. The parties intend this Maintenance Agreement, subject to the terms and conditions of any Work Order, shall define the rights and obligations of the parties on any and all projects where Client has engaged Contractor to perform Maintenance Work, or where the parties have otherwise agreed that this Maintenance Agreement shall be applicable pursuant to any Work Order.

2. Work Order. A Work Order describes Maintenance Work to be performed for Client upon a particular Project in accordance with the terms and conditions of this Maintenance Agreement and the Work Order, and the Work Order shall identify any specific material terms and conditions applicable to that particular Project. This Maintenance Agreement will become applicable only when a Work Order has been issued (by either Client or Contractor) pursuant to this Maintenance Agreement and fully executed on behalf of both Client and Contractor. This Maintenance Agreement shall not create any obligation or agreement that Client will request, or

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that Contractor will perform, Maintenance Work on any particular Project until such time as a Work Order has been issued (by either Client or Contractor) pursuant to this Maintenance Agreement and has been fully executed on behalf of both Client and Contractor.

3. Scope of Work. The scope of the Maintenance Work on any particular Project, and any conditions applicable thereto, shall be set forth in the Work Order. Contractor agrees to furnish all labor, materials, equipment, services, and supplies, and to perform Maintenance Work in a workman-like manner to generally accepted industry standards and in compliance with this Maintenance Agreement. Subject to the terms and conditions of the Work Order, and unless the parties agree otherwise, all Maintenance Work shall be performed during normal working hours (8:00 a.m. to 4:30 p.m.) Monday through Friday, and excluding holidays.

4. Price. The price for the Maintenance Work on any particular Project, and any conditions applicable thereto, shall be set forth in the Work Order. Unless supplemented or modified pursuant to the terms and conditions of a Work Order, Client and Contractor agree that Maintenance Work performed under this Maintenance Agreement shall be performed on a time and material basis, and shall be subject to, and performed in accordance with, Contractor's current labor and markup rates in effect at the time of the work order.

5. Payment. Unless modified pursuant to the terms and conditions of the Work Order, Client shall pay Contractor for the Maintenance Work performed on any particular Project within fifteen (15) calendar days upon receipt of Contractor's invoice. Delinquent payments shall bear financing charges at the rate of twelve percent (12%) per annum, payable monthly from the time the payment became due.

6. Schedule for Completion. Contractor shall perform the Maintenance Work in accordance with the terms and conditions of the Work Order for a particular Project.

7. Termination. This Maintenance Agreement shall remain in full force and effect unless terminated or cancelled, in writing, by either Client or Contractor upon 30 days' written notice. Upon termination or cancellation of this Maintenance Agreement, Client shall remain responsible to pay for all Maintenance Work performed by Contractor upon any and all Projects pursuant to the Maintenance Agreement and/or the terms and conditions of any Work Order.

8. Insurance. Contractor agrees to obtain and maintain throughout the term of the performance of the Maintenance Work Worker's Compensation, Commercial General Liability and Property Damage, and Automobile insurance coverages.

9. Assignment. Contractor may assign or transfer its obligations under the Maintenance Agreement or any Work Order issued hereunder, and all moneys due or to become due thereon, subject to written notice to Client.

10. Guarantee/Warranty. Unless modified pursuant to the terms and conditions of the Work Order, any guarantee/warranty obligations under this Maintenance Agreement shall be limited to those provided by the manufacturer or supplier of the replacement parts or equipment provided as part of the Maintenance Work. Contractor, upon written request, shall assign to Client any manufacturer's or supplier's warranty or guarantee as may be applicable.

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11. Dispute Resolution. With respect to any claim or dispute between Client and Contractor arising out of or relating to obligations under this Maintenance Agreement, or any Work Order issued hereunder, the following shall apply: Each claim or dispute between the parties arising out of or relating to this Maintenance Agreement, or any Work Order issued hereunder, shall be determined in the Sacramento County Superior Court. As a condition precedent to litigation as described in this subparagraph, Client and Contractor shall first mediate any dispute at a mutually acceptable location in Sacramento County, California.

12. Entire Agreement. This Maintenance Agreement, inclusive of any applicable Work Order(s), sets forth the entire understanding of the terms agreed to by Client and Contractor concerning the subject matter of this Maintenance Agreement. This Maintenance Agreement supersedes all prior oral discussions, negotiations, written correspondence and other writings of any kind, and the same are null and void and of no further force and effect except to the extent the same are set forth herein. Any agreements reached between Client and Contractor subsequent to the effective date of this Maintenance Agreement shall be of no force and effect unless set forth in writing and signed by the parties.

13. Governing Law. Client and Contractor agree that this Maintenance Agreement shall be understood, interpreted, performed and enforced according to the laws of the State of California. The parties further agree that for all purposes, including establishing venue in the event of a dispute concerning this Maintenance Agreement, the parties hereto acknowledge and stipulate that this Maintenance Agreement was entered into, is to be performed, and will in fact be performed in Sacramento, California.

14. Attorneys' Fees. In the event of a dispute or where any action is made necessary to enforce or interpret the terms of this Maintenance Agreement, or which arises out of this Maintenance Agreement in any way, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

15. Notices. Written notice shall be deemed to have been duly served and shall be immediately effective hereunder if: (a) delivered in person to the individual or a member of the firm or entity or to Client's or Contractor's authorized representative; (b) if delivered at or sent by registered or certified mail to the last business address known to the party giving notice; or (c) if sent by e-mail as follows (notice recipients may be updated or modified in writing):

Notice to Client:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Avenue
Sacramento, CA 95838
murdock.smith@hccts.org

Notice to Contractor:
Jackson Facility Maintenance
155 Cadillac Drive, Suite 100
Sacramento, CA 95825
service@jacksonprop.com

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16. Counterparts. This Maintenance Agreement is effective when signed by both Client and Contractor but may be signed in counterpart originals which shall be treated the same as if signed as a single original document.

17. Severability. If any provision of this Maintenance Agreement is declared by a court to be unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Maintenance Agreement did not contain the particular provision declared to be unenforceable, illegal and/or in conflict with any law.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, POST OFFICE BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement in duplicate as of the day and year first above written.

SIGNED:

CLIENT:
Highland Community Charter and Technical Schools, a California domestic nonprofit corporation

DocuSigned by:
Murdock Smith
6AA7C3E2A598498...

By: _____
Murdock Smith
CEO / Executive Director

Date: 12/4/2023

CONTRACTOR:
JACKSON PROPERTIES, INC., a California corporation, dba Jackson Facility Maintenance

By: _____
Ryan Boylan
Project Manager
Contractor's License No. 1059723

Date: December 1, 2023

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EXHIBIT H

PARKING AGREEMENT

1. **Parking Privileges**. During the Term, Tenant shall have the use of a pro rata share unreserved vehicle parking privileges (the "**Parking Privileges**") in the surface parking area of the Property designated by Landlord for the use of tenants of the Building. Tenant shall pay to Landlord or its parking operator the prevailing market rate, as such rate is established by Landlord or such operator from time to time, for the Parking Privileges. Landlord and Tenant acknowledge that such prevailing market rate is, as of the date of the Lease, $0.00 per Parking Privilege. The Parking Privileges shall, at all times, be subject to (i) timely payment of such prevailing market rate; (ii) such terms and conditions and rules and regulations as Landlord or its parking operator may from time to time establish; and, (iii) such other conditions as may be imposed by any applicable laws, ordinances, rules and regulations. Landlord may assign any unreserved and unassigned parking spaces or designate all or a portion of such spaces reserved or institute an attendant-assisted tandem parking program or valet parking program if Landlord determines in its sole discretion that such is necessary for orderly parking.

2. **Use and Compliance**. Tenant may permit its employees and contractors to use the Parking Privileges. Tenant shall use all reasonable efforts to confine parking by its employees and contractors to the surface parking area designated by Landlord for the use of tenants of the Building and to cause them to comply with such rules and regulations as Landlord or its parking operator may establish from time to time and to all applicable laws, ordinances, rules and regulations. Tenant shall not use, or permit its employees or contractors to use, any spaces which have been or are hereafter designated by Landlord for use only by persons or vehicles qualifying to use handicapped, vanpool, carpool or other restricted categories of use (except to the extent that employees or contractors or their vehicles are qualified to use such designated spaces) or assigned to other tenants. Landlord reserves the right at any time to relocate parking spaces and to substitute an equivalent number of parking privileges in a parking structure or garage, subterranean parking facility or surface parking area within a reasonable distance of the Property. Only passenger cars, light trucks and motorcycles may be parked in the surface parking area of the Property by Tenant or its employees and contractors, and no vehicle shall be permitted to remain there for a period of more than 24 consecutive hours. Tenant shall comply with all traffic systems management programs which are hereafter imposed on the Property by any local, state or federal governmental agency or authority. Landlord may refuse to permit any person who violates the parking rules and regulations to park at the Property, and any violation of the rules and regulations shall subject the car to removal at the expense of the owner.

3. **Damage and Repair**. Any user of the Parking Privileges shall retain all responsibility for damages to cars or other property arising from or in connection with such user's use of the Parking Privileges, and Landlord shall have no responsibility for any property damage or personal injury resulting from use of the surface parking area at the Property. Tenant shall repair or cause to be repaired at its sole cost and expense any and all damage to the Property or any part thereof caused by Tenant or its employees or contractors or resulting from vehicles of its employees and contractors.

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EXHIBIT I

ASBESTOS NOTIFICATION

As you may know, asbestos, because of its insulating and fire-resistant properties, was historically used in some construction materials. California's Connelly Act, as well as federal OSHA and some other California rules, now require building owners and landlords to make certain notifications regarding known asbestos-containing materials ("ACM") and presumed ACMs ("PACM"). PACM consists of certain older construction materials which commonly contained asbestos (as detailed below). This Exhibit I is designed to provide you with the required ACM and PACM notifications.

ACM

We have **not** engaged qualified asbestos consultants to survey the Building for asbestos and therefore are not aware of the specific location of any ACM in the Building.

PACM

PACM consists of thermal system insulation and surfacing material found in buildings constructed prior to 1981, and asphalt or vinyl flooring installed prior to 1981. "Surfacing material" means material that is sprayed-on, troweled-on or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes). Because this Building was constructed prior to 1981, PACM may be present. Please be advised that if any thermal system insulation, asphalt or vinyl flooring or surfacing materials, of the type described above, are found to be present in the Building, such materials must be considered PACM unless properly tested and shown otherwise.

Because of the potential presence of ACM and/or PACM in the Building, we are providing you with the following warning, which is commonly known as a California Proposition 65 warning:

WARNING: This Building contains asbestos, a chemical known to the State of California to cause cancer.

This notification is being furnished to inform you about ACM and PACM in the Building and to provide the information required under this legislation in order to help you avoid any unintentional contact with ACM or PACM, to assure that appropriate precautionary measures are taken before distributing any ACM or PACM, and to assist in making appropriate disclosures to employees and others, if any.

Because we have **not** engaged qualified asbestos consultants to survey the Building for asbestos, we are not aware of the specific location of any ACM or PACM in the Building. However, we have no reason to believe that any such ACM or PACM is currently in a condition to release asbestos fibers, which would pose a significant health hazard to the Building's occupants; this should remain so if any such ACM or PACM is properly handled and remains undisturbed. You should take into consideration that our knowledge as to the absence of health

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risks is based solely upon general information and that we have no special knowledge concerning potential health risks resulting from exposure to asbestos in the Building. We are therefore required by the above-mentioned legislation to encourage you to contact local or state public agencies if you wish to obtain a better understanding of the potential impacts resulting from exposure to asbestos.

Because any tenant alteration or other work at the Building could disturb ACM or PACM and possibly release asbestos fibers into the air, or asbestos dust onto surfaces, Landlord requires that all tenants obtain Landlord's written approval prior to beginning such projects. This includes major alterations as well as minor improvement, renovation, remodeling, etc. work, including but not limited to telecommunications or computer lines upgrade, sanding or finishing floors, removing flooring, removing ceilings, removing walls, installing pictures or other wall hangings using holes in excess of ¼" in diameter, or other work which disturbs ACM or PACM. In many cases, such activities will not affect ACM or PACM, but you must check with the Building manager in advance, just in case. The Building manager will make available such instruction as may be required. An individual or contractor who is not qualified to handle ACM or PACM should not attempt any such work.

At this time, we are unaware of any specific required immediate handling restrictions or procedures which might be necessary in any particular situation to avoid exposure to the asbestos in this Building. We are therefore required by the above-mentioned legislation to encourage you to contact local, state or federal public health agencies if you wish to obtain further information regarding handling procedures and restrictions.

In connection with the foregoing, we have adopted the following policies (which shall be considered rules under the Lease): (1) Landlord, including, without limitation, Landlord's ACM and PACM consultant, is entitled upon reasonable prior notice, except emergencies, to enter into the premises of any tenant to inspect for ACM and PACM, perform air tests and abatement; and (2) any tenant, contractor, or other party must obtain Landlord's prior written approval before performing any alterations on any tenant space, or performing any other work at the Building that might disturb ACM or PACM or involve exposure to asbestos fibers or dust as described above.

Please contact the Building manager if you have any questions regarding the contents of this Exhibit I.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
JPI XXXIV, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
155 Cadillac Drive, Ste 100

6 City, state, and ZIP code
Sacramento, CA 95825

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 1 - 5 2 1 6 0 3 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 3/01/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

From:	Melissa Roberson <melissa.roberson@hccts.org>
Sent time:	02/20/2026 01:15:18 PM
To:	Ellen Doty <edoty@ymclegal.com>
Cc:	Jerry W. Simmons <jsimmons@ymclegal.com>
Subject:	Fwd: Lease Agreement Request: Site List
Attachments:	image001.jpg image002.png image003.png image004.png image005.png Peacekeeper.pdf Asher College MOU.pdf Federico Beauty Institute MOU.pdf Gurnick MOU fully executed 2-5-19.pdf MIXED MOU.pdf

---------- Forwarded message ---------
From: **Melissa Roberson** <melissa.roberson@hccts.org>
Date: Thu, Nov 20, 2025 at 5:56 PM
Subject: Re: Lease Agreement Request: Site List
To: Sharilyn.Warta <Sharilyn.Warta@trusd.net>
Cc: Jonathan Raymond <jonathan.raymond@hccts.org>, Teresa Cummings <teresa.cummings@hccts.org>

Hello Shari,

Some of the lease agreements you requested were not held by HCCTS, because they were external CTE partners. In these cases, we provided the MOUs, which you will find below.
Please let me know if you have any questions.

Thank you,
Melissa

On Wed, Nov 19, 2025 at 9:41 AM Sharilyn.Warta <Sharilyn.Warta@trusd.net> wrote:

> Good Morning,
>
> As a follow-up to our discussion regarding the multiple requests for lease agreements, please see the attached site-list. The District requires the fully executed copies of the most recent lease agreements for all of the facilities listed, even if they are no longer in use. We understand that some of the lease may have expired and that several are no longer being used. However, we still require the lease copies to ensure we are conducting proper oversight. The list includes the site that we have been made aware of from 2023 to present. If there are any locations that HCCTS has operated at or is operating at that I have not included on the list, please be sure to include those lease copies as well. If a location is no longer in use, please send the termination documentation as well.
>
> Thank you.
>
> *Shari Warta*
>
> Project Manager
>
> Twin Rivers Unified School District
>
> 5115 Dudley Boulevard
>
> McClellan, CA 95652
>
> Tel 916-566-1600 ext. 31252
>
> Fax 916-566-3590

--

Melissa Roberson | Director of Accountability & Assessment

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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--

Melissa Roberson | Interim Director of Performance Management & Continuous Improvement

a: 1111 Howe Avenue Suite #645 Sacramento, CA 95826
p: 916.839.6716 | **c:** 503.360.6872
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**MEMORANDUM OF UNDERSTANDING BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND MIXED INSTITUTE OF COSMETOLOGY & BARBER**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of July 1st, 2024 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and MIXED Institute of Cosmetology & Barber, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "MIXED Institute").

RECITALS

WHEREAS, HIGHLANDS and MIXED Institute desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by MIXED Institute effective July 1st, 2024 to June 30th, 2025 (hereinafter "Applicable Years"), pursuant to conditions set forth below; NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and MIXED Institute hereby agrees as follows:

AGREEMENT

1. General Information.
   A. Both HIGHLANDS and MIXED Institute agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.
   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit and/or English Language Development.
   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and MIXED Institute while attending classes at MIXED Institute.

2. Student Qualifications.
Students must meet the following conditions for enrollment with HIGHLANDS:
   A. They must not possess a U.S. High School Diploma
   B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act)

3. Term.
The term of this MOU shall be for one year, commencing on July 1st, 2024 and ending on June 30th, 2025. Within 30 days of expiration of the MOU, if neither party provides

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written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations.
Within the first two weeks of each class start, HIGHLANDS will purchase classroom book sets, tool kits, and uniforms at a combined cost of $2,037 per each properly enrolled student in the Cosmetology program, $2,032.30 per each properly enrolled student in the Barbering program, $2,004 per each properly enrolled student in the Esthetics program, and $1059 per each properly enrolled student in the Manicuring program. If the student prefers, they may purchase their own set of books and tool kits directly from MIXED Institute. MIXED Institute will notify HIGHLANDS and submit an invoice for all books and supplies required by HIGHLANDS's students upon enrollment into the program. MIXED Institute agrees to maintain attendance records and report on a weekly basis to HIGHLANDS. In the event that a student misses an excess of 16 hours in a week, MIXED Institute shall notify HIGHLANDS in writing to develop a plan for the student to succeed. MIXED Institute shall prepare a monthly tuition invoice in the amount of $1973 per each student properly enrolled and attending the Cosmetology program, $1973 per each student properly enrolled and attending the Barbering program, $1,381 per month for the Barber Transfer program, $1,943.25 and $1943.95 (final payment) per month for the Esthetics program, and $472.38 and 472.36 (final payment) per month for the Manicuring program for the educational services provided. This invoice shall be compared to submitted attendance records submitted by MIXED Institute and paid within 30 days of receipt and approval of invoice. In the event a student is dis-enrolled from MIXED Institute, MIXED Institute shall provide a refund to HIGHLANDS utilizing the refund policy calculation (see Exhibit A) applicable to all MIXED Institute students.

Program	Duration	Payments	Monthly Charge	Tuition	Start-up Fees*	Total Max Charge
Cosmetology	1000 Clocked Hours	1 Start-up 7 Tuition	$2,027.15	$14,190.05	$2,384	$16,574.05
Barbering	1000 Clocked Hours	1 Start-up 7 Tuition	$2,027.18	$14,190.26	$2,379	$16,569.26
Barber Transfer	400 Clocked Hours	1 Start-up 4 Tuition	$1,381	$5,524	$2,032.30	$7,556.30
Esthetics	600 Clocked Hours	1 Start-up 4 Tuition	$1,943.25	$8,343.70	$1,960	$10,303.70
Manicuring	400 Clocked Hours	1 Start-up 4 Tuition	$579.44	$2,317.75	$1,189	$3,506.76

*Start-up Fees include Books, kit, two t-shirts and registration fee.

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5. Instruction.
All curricula for classes taught for HIGHLANDS' students must be approved by appropriate HIGHLANDS' staff. Any and all staff teaching HIGHLANDS' students must meet with HIGHLANDS' Credentialing Specialist or designee prior to classroom instruction to ensure proper credentialing is in place. HIGHLANDS will participate in the evaluation process for all teachers. HIGHLANDS' executive staff reserves the right for final approval of hiring and disciplinary process of all staff.

6. Marketing.
HIGHLANDS and MIXED Institute will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and MIXED Institute.

7. Indemnification.
With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, MIXED Institute, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the MIXED Institute' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by MIXED Institute, in or about the site; MIXED Institute' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of MIXED Institute, HIGHLANDS, shall indemnify, hold harmless, and defend MIXED Institute, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against MIXED Institute, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, MIXED Institute from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees,

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agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend MIXED Institute and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

8. Termination.
The parties understand that implementation of this MOU is dependent on the parties' good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

9. Notice.
Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
Attention: Executive Director

MIXED Institute:
Robert Brown
MIXED INSTITUTE of COSMETOLOGY & BARBER
5950 Florin Road Ste. #103
Sacramento, CA 95823
916-421-5950
Attention: CEO

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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10. Subcontract, Assignment and Subletting.
Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

11. Independent Status.
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

12. Entire Agreement of Parties.
This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

13. California Law.
This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

14. Waiver.
The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

15. Successors and Assigns.
This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

16. Counterparts.
This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

17. Captions.
The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

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18. Severability.
Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

19. Recitals and Exhibits.
The Recitals and each exhibit attached hereto are incorporated herein by reference.

20. Email Signatures.
This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

21. Dispute Resolution.
In the event of any dispute between HIGHLANDS and MIXED regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the MIXED Institute' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____
Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools

Date: _____

MIXED INSTITUTE of COSMETOLOGY & BARBER

By: Robert D Brown
Robert Brown, CEO
Mixed Institute of Cosmetology & Barber

Date: June 9, 2024

image002.png



image005.png



image001.jpg

TwinRivers
UNIFIED SCHOOL DISTRICT

Federico Beauty Institute MOU.pdf

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

May 13, 2025

Federico Beauty Institute
1515 Sports Drive
Sacramento, CA 95834
Attention: Jeremy Federico, CEO

Re: **Notice of Cancellation of Memorandum of Understanding between Highlands Community Charter and Technical Schools and Federico Beauty Institute**

Highlands Community Charter and Technical Schools ("HCCTS") hereby provides formal notice of its intent to terminate the Memorandum of Understanding between HCCTS and Federico Beauty Institute, effective June 30, 2025. This notice is being provided well in advance of the thirty (30) day minimum notice requirement pursuant to Section 7 of the agreement. We will be in contact to discuss transition matters, if any.

Should you have any questions or concerns, please do not hesitate to contact Bill McGuire via email at bill.mcguire@hccts.org.

Sincerely,

Bill McGuire
Executive Director

Federico Beauty Institute MOU.pdf

MEMORANDUM OF UNDERSTANDING BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS
AND FEDERICO BEAUTY INTSTITUTE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 13th day of January, 2023 (the "Effective Date"), by and between Highlands Community Charter and Technical Schools, a California public charter school (hereinafter "HIGHLANDS") and Federico Beauty Institute, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter "FEDERICO").

RECITALS

WHEREAS, HIGHLANDS and FEDERICO desire to enter into this MOU to document the arrangement and agreement between parties regarding educational services provided to HIGHLANDS's students by FEDERICO during the 2023 school year (hereinafter "Applicable Years"), pursuant to conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, HIGHLANDS and FEDERICO hereby agrees as follows:

AGREEMENT

1. General Information.

   A. Both HIGHLANDS and FEDERICO agree not to discriminate in the selection or acceptance of any Student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status, or citizenship, within the limits imposed by law or corporation policy.

   B. Each student participating under the terms of this Agreement shall be enrolled at HIGHLANDS for academic credit.

   C. Each student will be subject to policies, rules, and regulations of HIGHLANDS and FEDERICO while attending classes at FEDERICO.

2. Student Qualifications.

Students must meet the following conditions for enrollment with HIGHLANDS:

   A. They must not possess a U.S. High School Diploma

Federico Beauty Institute MOU.pdf

B. They must be age 22 or older (per the definition of non-youth in the Workforce Investment and Opportunity Act).

3. Term. The term of this MOU shall be for five months commencing on January 15th, 2023 and ending on June 15th, 2023. Within 30 days of expiration of the MOU, if neither party provides written documentation to terminate then the contract will remain in effect under the provisions previously stated.

4. Financial/Recordkeeping Obligations. FEDERICO will invoice HIGLANDS at the end of each month for all charges incurred that month. The first month of a class start's bill will include the application fee, student insurance, STRF, and technology fee in addition to monthly tuition and any/all kit costs incurred. Months 2 until completion billing will include monthly tuition and all kit costs incurred that month. FEDERICO will provide an attendance report for each student at the end of each month and include with the invoice. The invoice shall be compared to attendance records submitted by FEDERICO and paid within 30 days of receipt and approval of invoice. In the event a student is dis-enrolled from FEDERICO, FEDERICO shall provide a refund to HIGHLANDS utilizing the refund policy calculation (see Exhibit A) applicable to all FEDERICO students.

Course	Tuition	Application	Insurance	STRF	Supplies	Textbook	Technology	Uniforms	Total
Cosmetology	$15,250.00	$75.00	$10.00	$45.00	$2,065.69	$550.00	$100.00	$26.94	$18,122.63
Barber	$15,250.00	$75.00	$10.00	$45.50	$2,242.62	$575.00	$100.00	$26.94	$18,325.06
Esthetics	$9,000.00	$75.00	$10.00	$26.00	$1,404.06	$400.00	$50.00	$26.94	$10,992.00
Barber Transfer	$3050.00	$75.00	$10.00	$10.00	$713.08 - $1653.74*	$375.00	$25.00	$26.94	$4285.02 - $5,225.68

*Barber Transfer supplies to be purchased dependent upon supplies needed by student. Kit price will be determined at enrollment based upon supplies already owned by the student.

5. Marketing. HIGHLANDS and FEDERICO will make available space on each other's website to proudly display the partnership between the two organizations. Logos shared on each other's site will contain links connecting viewers to the website page chosen by HIGHLANDS and FEDERICO.

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6. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of HIGHLANDS, FEDERICO, shall indemnify, hold harmless, and defend HIGHLANDS, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against HIGHLANDS, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, HIGHLANDS from, or in connection with, the FEDERICO' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by FEDERICO, in or about the site; FEDERICO' obligation to defend HIGHLANDS and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of FEDERICO, HIGHLANDS, shall indemnify, hold harmless, and defend FEDERICO, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgement rendered against FEDERICO, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, FEDERICO from, or in connection with, the HIGHLANDS' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by HIGHLANDS, in or about the site; HIGHLANDS' obligation to defend FEDERICO and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

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7. Termination. The parties understand that implementation of this MOU is dependent on the parties good faith and effort to work together to provide services effectively. In the event that it becomes necessary for a party to cease being a party to this MOU, said party shall notify the other parties, in writing, thirty (30) days in advance of that intention.

8. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS:
Murdock Smith
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

FEDERICO:
Jeremy Federico
Federico Beauty Institute
1515 Sports Drive
Sacramento, CA 95834
Attention: President

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

9. Subcontract, Assignment and Subletting. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

10. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Federico Beauty Institute MOU.pdf

11. Entire Agreement of Parties. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

12. California Law. This MOU shall be construed in accordance with and governed by the laws and decisions of the State of California.

13. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

14. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

15. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

16. Captions. The captions contained in this MOU are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

17. Severability. Should any provision of this MOU be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

18. Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

19. Email Signatures. This MOU may be executed and transmitted to any other party via email, which email shall be deemed to be, and utilized in all respects as an original, wet-inked document.

20. Dispute Resolution. In the event of any dispute between HIGHLANDS and FEDERICO regarding this MOU, including alleged violation, misrepresentation or misapplication of this MOU, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the FEDERICO' and HIGHLANDS' Executive Directors. The Executive Directors shall meet and confer within five (5) business days from the date of receipts of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Executive Directors within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for the finale determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of HIGHLANDS shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director
Highlands Community Charter and Technical Schools

Date: _____

FEDERICO BEAUTY INSTITUTE

By: _____

Jeremy Federico, President
Federico Beauty Institute

Date: 3.28.23

Gurnick MOU fully executed 2-5-19.pdf

MEMORANDUM OF UNDERSTANDING BETWEEN HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOL AND GURNICK ACADEMY OF MEDICAL ARTS, LLC

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into as of this 11th day of March, 2019 (the "Effective Date"), by and between Highlands Community Charter and Technical School, a California public benefit corporation (hereinafter "HIGHLANDS") and Gurnick Academy of Medical Arts, LLC, a California limited liability company (hereinafter"GURNICK").

RECITALS

WHEREAS, HIGHLANDS is a public charter school established under the provisions of the Charter Schools Act of 1992 (Cal. Ed. Code section 47600 – 47664 whose mission is to provide programs for students to earn high school diplomas and receive career education;

WHEREAS GURNICK is a licensed and accredited private postsecondary school which provides career education in the fields of allied health and nursing.

WHEREAS HIGHLANDS AND GURNICK (hereinafter collectively referred to as "the Parties") desire that selected HIGHLANDS' students, subject to the terms and conditions set forth in this MOU, be provided instruction by GURNICK in the field of Medical Assisting to assist those students in obtaining their high school diploma.

NOW THEREFORE, in consideration of the covenants, conditions and agreements herein set forth, the Parties hereby agree as follows:

AGREEMENT

1. Services to be Provided. GURNICK shall, subject to the conditions set forth herein below, provide select HIGHLANDS students with instruction from GURNICK's Medical Assisting Program (MA). The instruction provided shall be limited to that provided in GURNICK Course Nos. MA100 (Introduction to Administrative Assisting), MA101 (Anatomy & Physiology I), MA102 (Administrative Medical Assisting), MA200 (Introduction to Clinical Medical Assisting) and MA201 (Anatomy & Physiology II) as described in GURNICK's 2018 – 2019 Catalog as might be amended from time to time. Subject to the foregoing, GURNICK shall, at its sole discretion, determine the curriculum to be provided, the method of instruction and the instructors utilized. All instruction provided will be provided in the English language. GURNICK agrees to maintain attendance records utilizing PowerSchool student information system and to provide each student completing the instruction with a certificate documenting the student's completion of the instruction. Students who complete the instruction may thereafter, and upon obtaining their high school diploma seek to enroll in GURNICK's full Medical Assisting Program and students so enrolled shall be credited for the completion of the instruction provided under the terms of this MOU.

Gurnick MOU fully executed 2-5-19.pdf

2. Application and Selection Process. HIGHLANDS shall periodically provide GURNICK with applications stating the name, age, address, telephone number, email address of those of its enrolled students desirous of receiving the instruction set forth in paragraph 1 above. In addition HIGHLANDS shall provide GURNICK with a one-page essay authored by the student describing why the student desires to receive the instruction to be provided, the personal attributes the student possesses which will support the student's ability to complete the instruction to be provided and the people, routines and resources possessed by the student which will support the student's efforts. Each applicant student must complete and satisfy GURNICK's General and Medical Assistant admissions requirements as set forth in GURNICK's 2018 – 2019 Catalog and participate in an interview with a GURNICK admission advisor. Upon completion of this process, GURNICK, in its sole discretion, shall decide whether to accept or reject such applicant. Notwithstanding the foregoing, it is acknowledged and agreed that all applicants shall be the age of twenty-two years or older at the time of application and shall not hold a high school diploma. Subject to the foregoing limitations, GURNICK shall not discriminate in the selection or acceptance of any student under this MOU because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, marital status or citizenship within the limits imposed by law or GURNICK policy.

3. Fee. HIGHLANDS shall pay GURNICK the sum of nine thousand six hundred sixty-five dollars ($9,665.00) for each HIGHLANDS student applicant selected to receive instruction at GURNICK. The fee will cover instruction, books and materials, two sets of scrubs and a sweater, a laptop and access to GURNICK's library at those times and on those days as selected by GURNICK. An initial payment of $1,000 will be paid per student to cover the cost of the above materials provided to the student. Subsequently, payment shall be made in six monthly installments in accordance with the fees schedule attached hereto as Exhibit "A" and incorporated by reference herein. In the event a student fails to complete the instruction, GURNICK shall be paid a prorated amount based on the percentage of instruction completed. HIGHLANDS represents and warrants to GURNICK that all such payments shall be made by HIGHLANDS and not the selected students.

4. Locations and Hours of Instruction. All instruction shall be provided at GURNICK's Sacramento campus located at 8810 Cal Center Drive, 3rd Floor, Sacramento, CA during normal business hours (excluding official holidays). The total number of instructional hours, schedule and holidays will be in accordance with the current Gurnick Catalog. The instructional schedule for each cohort will be determined prior to the beginning of each cohort. If HIGHLANDS and GURNICK's school holiday calendars do not coincide; HIGHLANDS school calendar will take precedence and arrangements will be made prior to each marking period for where those students will attend for the discrepancy. It is anticipated instruction shall commence on March 25, 2019.

5. Student Compliance with GURNICK's Student Code of Conduct. All students admitted to participate in the instruction to be given shall be subject to and comply with GURNICK's Student Code of Conduct as set forth in GURNICK's 2018-2019 Catalog as may be amended from time to time. GURNICK reserves the right, in its sole discretion, to dismiss any student who fails to comply with said Student Code of Conduct.

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6. Term and Termination of MOU. The term of this MOU shall be for six (6) months commencing on the date of approval of the MOU by GURNICK's accreditor and BPPE. The term shall be automatically extended for successive six (6) month periods unless either party hereto provides written notice of an intent to terminate to the other party at least thirty (30) days prior to the expiration of the then current term.
If either party defaults in the performance of this MOU or materially breaches any of its provisions, the non-breaching party may terminate this MOU by giving notification to the breaching party.

Termination shall not take effect, however, regarding the students already enrolled until those students have completed their training or unless such completion would cause undue financial hardship in either organization or either organization ceases to operate.

7. Insurance & Indemnity. During the term of this MOU and any extensions, GURNICK shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name HIGHLANDS as additional insured's using an endorsement form acceptable to HIGHLANDS, and shall insure GURNICK's campus against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than two million dollars ($2,000,000), and a deductible of not more than ten thousand dollars ($10,000). GURNICK's insurance will be primary and noncontributory with any liability insurance carried by HIGHLANDS. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

In addition, during the term of this MOU and any extensions, GURNICK shall pay for and maintain professional liability insurance that includes errors and omissions coverage with limits of one million dollars ($1,000,000) per occurrence and an aggregate coverage of three million dollars ($3,000,000). Said policy shall name HIGHLANDS as additional insureds for any activities on the GURNICK campus.

HIGHLANDS shall defend, indemnify and hold GURNICK harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of HIGHLANDS or HIGHLANDS's officers, contractors, licensees, agents, servants, employees, students, invitees, or visitors away from GURNICK's campus, or arising from any breach of this MOU by HIGHLANDS. HIGHLANDS shall use legal counsel reasonably acceptable to GURNICK in defense of any action within HIGHLANDS's defense obligation.

GURNICK shall defend, indemnify and hold HIGHLANDS harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of GURNICK or GURNICK's officers, contractors, licensees, agents, servants, employees, students, invitees, or visitors on or around GURNICK's campus, or arising from any breach of this MOU by GURNICK. GURNICK shall use legal counsel reasonably acceptable to HIGHLANDS in defense of any action within GURNICK's defense obligation.

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Where applicable, student Workers' Compensation Insurance considerations are to be treated as follows under this MOU: Students assigned to either party are not employees, contractors or agents of the parties. The parties to this MOU hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

8. Confidential and Proprietary Information. HIGHLANDS acknowledges and agrees that during the term of the MOU it may be provided access to and become acquainted with information concerning the operations of GURNICK including, but not limited to methods of doing business, potential projects, proposals or negotiations, marketing strategies and future business plans, confidential employee and student information, prospective student or lead lists, lists of clinical locations and contacts, pricing and tuition data, lecture plans, programs goals and objectives, curriculum, presentations, books and other instructional materials and other information that GURNICK owns and uses in the operation of its business. HIGHLANDS acknowledges and agrees that this information is confidential and/or constitutes GURNICK's trade secrets. HIGHLANDS agrees safeguard GURNICK's confidential and/or trade secrets and to refrain from using or disclosing it during the term of this MOU or at any other time except as may be necessary in the performance of its duties under this MOU. HIGHLANDS further agrees that during the term of this MOU and for a period of three (3) years after its termination, HIGHLANDS will not utilize such confidential information or trade secrets to solicit or hire away any of GURNICK's employees.

HIGHLANDS further agrees that any written, printed, graphic, or electronically or magnetically recorded information furnished by GURNICK for HIGHLAND's or its students' use are the sole property of GURNICK. This proprietary information includes, without limitation, curriculum and information concerning GURNICK's employees, services, prices and operations. HIGHLANDS will keep this information in the strictest confidence, and will not disclose it by any means to any person without GURNICK's prior express written consent. On termination of this MOU, HIGHLANDS will return any confidential information to GURNICK.

HIGHLANDS further agrees that all things, information, items and material, including without limitation, writings and photographs, created or produced by HIGHLANDS while performing services under this MOU will be assigned to GURNICK as the sole and exclusive property of GURNICK, as will any copyrights, patents or trademarks obtained by HIGHLANDS while performing services under this MOU.

9. Representations and Warranties. HIGHLANDS and each individual executing this MOU on behalf of HIGHLANDS represents and warrants that:

(a) The individual is authorized to execute and deliver this MOU on behalf of HIGHLANDS in accordance with a duly adopted resolution of HIGHLAND's board of directors and in accordance with HIGHLANDS's articles of incorporation or charter and bylaws;

(b) This MOU is binding on HIGHLANDS in accordance with its terms;

(c) HIGHLANDS is a duly organized and legally existing corporation in good standing in

Gurnick MOU fully executed 2-5-19.pdf

the State of California; and

(d) The execution and delivery of this MOU by HIGHLANDS shall not result in any violation of law to which HIGHLANDS is subject, breach of or constitute a default under any contract or instrument to which that HIGHLANDS is a party or by which HIGHLANDS may be bound.

10. Contingency. This MOU and GURNICK'S obligations herein are subject to and contingent upon approval of the MOU by GURNICK'S accrediting agency and the California Bureau for Private Postsecondary Education.

11. Notice. Any notice required or permitted to be given under this MOU shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certificated mail, postage prepaid, return receipt required, or sent by overnight delivery service or via email, addressed as follows:

HIGHLANDS: Murdock Smith
Highlands Community Charter School
1333 Grand Ave.
Sacramento, California 95838
Attention: Executive Director

GURNICK: Burke Malin
Gurnick Academy of Medical Arts
8810 Cal Center Dr.
3rd Floor
Sacramento, CA 95826
Attention: COO

Any notice personally given or sent via email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Marketing. No marketing of the relationship between HIGHLANDS and GURNICK will occur without the express permission of both parties.

13. Assignment. Neither Party shall assign its rights, duties or privileges under this MOU, nor shall a Party attempt to confer any of its rights, duties or privileges under this MOU (including that of sublease) on any third party, without the written consent of the other Party.

14. Independent Status. This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

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15. Entire Agreement. This MOU contains the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. There are no promises, terms, conditions or obligations, oral or written, between or among the Parties relating to the subject matter of this MOU that are not fully expressed in this MOU. This MOU may not be modified, changed or supplemented, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be the otherwise expressly permitted in this MOU.

16. Force Majeure. If performance by a party of any portion of this MOU is made impossible by any prevention, delay, or stoppage caused by strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor, or materials or reasonable substitutes for those items; government, regulatory or accrediting agency actions; civil commotions; fire or other casualty; or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention, delay, or stoppage is excused. HIGHLANDS's obligation to pay fees under paragraph 3 above, however, is not excused by this paragraph 15.

17. Attorney's Fees. If GURNICK or HIGHLANDS engage the services of an attorney to bring any action for any relief against the other, declaratory or otherwise, arising out of this MOU, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees incurred in such suit, on appeal and/or in any bankruptcy proceeding.

18. Severability. Any provision of this MOU which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this MOU.

19. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of California.

20. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

21. Waiver. The waiver by and any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

SIGNATURES ON FOLLOWING PAGE

Gurnick MOU fully executed 2-5-19.pdf

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the Effective Date.

HIGHLANDS CHARTER COMMUNITY AND TECHNICAL SCHOOL

By: _____

Murdock Smith, Executive Director Highlands Community Charter School

Date: 2/5/19

GURNICK ACADEMY OF MEDICAL ARTS, LLC

By: _____

Burke Malin, Chief Operating Officer, Gurnick Academy of Medical Arts

Date: 02/05/19

EXHIBIT "A"

Schedule of Payments

Prior to or on Day 1

Highlands will provide each student at least one pair of medical style all-white shoes that satisfy the Gurnick Dress Code Policy.

Gurnick will invoice $1,000.00 per enrolled student **1 week** prior to start date to cover Program Fees (Books & Materials, Uniforms, Library Fee, Laptop Fee)

Month 1 – To be billed on the last day of the month

$1,444.16 per student - Tuition

Month 2 – To be billed on the last day of the month

$1,444.16 per student - Tuition

Month 3 – To be billed on the last day of the month

$1,444.16 per student - Tuition

Month 4 – To be billed on the last day of the month

$1,444.16 per student - Tuition

Month 5 – To be billed on the last day of the month

$1,444.16 per student - Tuition

Month 6 – To be billed on the last day of the month

$1,444.16 per student - Tuition

Asher College MOU.pdf

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

May 12, 2025

Asher College
1215 Howe Ave
Sacramento, CA 95825
Attention: David Vice, CEO

Re: **Notice of Cancellation of Memorandum of Understanding between Highlands Community Charter and Technical Schools and Asher College**

Highlands Community Charter and Technical Schools ("HCCTS") hereby provides formal notice of its intent to terminate the Memorandum of Understanding between HCCTS and Asher College, effective June 30, 2025. This notice is being provided well in advance of the thirty (30) day minimum notice requirement pursuant to Section 7A of the agreement. We will be in contact to discuss transition matters, if any.

Sincerely,

Bill McGuire
Executive Director

Asher College MOU.pdf

MEMORANDUM OF UNDERSTANDING BETWEEN

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS AND

ASHER COLLEGE

THIS AGREEMENT ("Agreement") is made this 1st day of July, 2020 (the "Effective Date"), by and between ASHER College, a Private Post-Secondary school organized and existing under the laws of the State of California (hereinafter referred to as "ASHER") and Highlands Community Charter and Technical Schools, a California non-profit public charter school (hereinafter referred to as "Highlands").

RECITALS

WHEREAS, ASHER is the owner of certain real property and its main facilities are located at 1215 Howe Ave. Sacramento CA 95825;

WHEREAS, ASHER and Highlands desire to enter into this Agreement to document the arrangement between the parties regarding Highlands use of the ASHER site during the 2020-21 school year ("Applicable Year"), pursuant to the conditions set forth below;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

Section 1. Use of the site. ASHER hereby grants to Highlands, on the terms and conditions set forth herein, use of the site for the sole purpose of participating in the programs described in Section 2. The Highlands use of the site shall comply with all ASHER policies and regulations and/or practices applicable to the ASHER facilities. ASHER shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for conducting a California Private Post-Secondary School. Highlands further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of the site and conducting charter school activities.

A. Term. Highlands use of the site shall be for the 2020-21 school year commencing on July 1, 2020 and terminating upon the successful completion of all students enrolled before June 30, 2021. This Agreement will automatically renew for an additional school year unless either party terminates the Agreement per Section 7 of this Agreement.

B. Joint-Use. Highlands acknowledges that its right to use the site shall not interfere with ASHER's shared use of the site. ASHER's shared use of the site shall not unreasonably interfere with Highlands' use of the site.

Asher College MOU.pdf

C. Reversion to ASHER. Upon the expiration of this Agreement by its terms, the right to use and to occupy the site and its facilities, and ASHER equipment thereon, shall revert to ASHER.

D. Acknowledgement of Suitability, Compliance and Waiver. By executing this Agreement, Highlands and ASHER agree to conduct an inspection of the site to determine the site is safe, adequate, and appropriate to conduct operations. If it is determined that the site is not suitable for occupancy (due to non-functioning systems such as plumbing, electrical, HVAC/R, fire or intrusion alarms, ADA compliance, roofing or structural deficiencies, door lock keys, fire extinguishers, legal postings at entry, etc.) ASHER shall do whatever is necessary to make the space or facility safe or compliant at its sole expense.

Section 2. Financial/Recordkeeping Obligations

A. Asher agrees to provide and enter attendance records in the school information system in use by Highlands no later than 7 school days from the day of attendance.

B. At the end of each month, Asher will invoice Highlands for each properly registered student who attended classes at Asher for any portion of the previous month. Invoices are due upon receipt and will be paid within 30 days.

C. Programs and Fees

Program	**Program Duration**	**Monthly Charge**	**Total Max Charge**	**Non Refundable**	**Books & Vouchers**
Information Technology	5 Months	$1,040	$5,200	$0	Included
Medical Office Administration	5 Months	$840	$4,200	$0	Included
Office Administration	5 Months	$890	$4,450	$0	Included
Business Essentials	9 Months	$1,023	$9,207	$0	Included

D. Refunds: Refunds for students who do not complete the programs *will be prorated* based on calendar time attended/ estimated time to complete.

Section 3. Maintenance and Operations. The ongoing operations and maintenance of the site and its facilities shall remain the responsibility of ASHER; ASHER will provide its own janitorial service and/or janitorial staff.

Asher College MOU.pdf

Section 4. Title to Property. The Parties acknowledge that title to the site and all improvements are held by ASHER, and shall remain in possession of ASHER at all times.

Section 5. Insurance. Highlands will procure and maintain commercial general liability coverage including bodily injury and property damage liability arising out of the use and occupancy of the premise for Highlands students and employees of no less than $1,000,000 per occurrence and $3,000,000 in the aggregate. Highlands' insurance shall be primary unless the claim, injury, or loss is at the active negligence of ASHER. ASHER shall be named as additional insured.

ASHER will procure and maintain property coverage for the premise and building at full replacement cost. ASHER's insurance shall be primary. Highlands shall procure and maintain insurance for their personal property.

Section 6. Indemnification. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of ASHER, Highlands shall indemnify, hold harmless, and defend ASHER, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against ASHER, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, arising from, or in connection with, Highlands' use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Highlands' in or about the site; Highlands' obligation to defend ASHER and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs. With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of Highlands, ASHER shall indemnify, hold harmless, and defend Highlands, its trustees, officers, employees and agents against any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Highlands, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the site after the Effective Date, arising from, or in connection with, ASHER's use of the site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the

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ASHER in or about the site; ASHER's obligation to defend Highlands and other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

Section 7. Termination. This Agreement may be terminated without further liability by either party upon prior written notice for the following:

A. By Highlands for any reason, or for no reason, by giving thirty (30) days notice of its intention to terminate to ASHER.

B. By Highlands upon mutual Agreement between ASHER and Highlands, if the site is so damaged, destroyed or otherwise impaired as to hinder the ASHER's effective use of the premises at any time up to thirty (30) days after the date of damage, destruction or impairment. In the event the site is so damaged, destroyed or otherwise impaired as to hinder the ASHER effective use of the premises, ASHER will make a good faith effort to provide other facilities, if available, but shall have no obligation to provide substitute facilities.

C. By ASHER for a material failure by Highlands to observe or perform any of the provisions of this Agreement where such failure shall continue for a period of thirty (30) days after notice thereof from ASHER to Highlands provided, however, that if the nature of Highlands' default is such that more than thirty (30) days are reasonably required for its cure, then Highlands shall not be deemed to be in default if Highlands commences such cure within said thirty (30) days period and prosecutes such cure to completion by a mutually agreed upon date certain.

D. By ASHER in the event Highlands files for bankruptcy or ceases operation, effective immediately upon the date of filing for bankruptcy or ceasing operations. "Ceasing operations" shall be defined as voluntary surrender or revocation of Highlands.

Section 8. Taxes. ASHER shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of ASHER located at the site or used by Highlands.

Section 9. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or electronically , addressed as follows:

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To Highlands: Murdock Smith, Executive Director/CEO
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838

To ASHER: David Vice, CEO
Asher College
1215 Howe Ave
Sacramento, CA 95825

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 10. Subcontract, Assignment and Subletting. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.

Section 11. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 12. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the parties and supersedes all prior discussions; negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and Highlands, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the parties.

Section 13. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Sacramento County, California.

Section 14. Waiver. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant,

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condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 16. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 17. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 18. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 19. Recitals and Exhibits. The recitals and each exhibit attached hereto are incorporated herein by reference.

Section 20. Electronic Signatures. This Agreement may be executed and transmitted to any other party by electronic means, which an electronic document shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

Section 21. Dispute Resolution. In the event of any dispute between Highlands and the ASHER regarding this Agreement, including alleged violation, misrepresentation or misapplication of this Agreement, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to the ASHER CEO and Highlands Executive Director. The CEO and the Executive Director shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the CEO and Executive Director within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party may, within five (5) business days following the meeting, submit the matter to a mutually agreeable mediator, for final determination in accordance with any procedure determined and prescribed by the mediator. If the parties are unable to agree to a mediator, they will request that the mediation service appoint a mediator. If neither party submits the matter to mediation the determination of ASHER shall control. The Parties may thereafter exercise any right or remedy at law or in equity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

HIGHLANDS COMMUNITY AND TECHNICAL SCHOOLS

By: _____

Murdock Smith, Executive Director

Highlands Community Charter and Technical Schools

Date:_____

ASHER COLLEGE

By: _____

David Vice, CEO

Asher College

Date:_____

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McCLELLAN PARK
STANDARD FORM
GROSS LEASE AGREEMENT

THIS STANDARD FORM GROSS LEASE AGREEMENT ("**Lease**"), dated for reference purposes only as November __, 2024 ("**Lease Date**"), is made by and between **McCLELLAN REALTY, LLC**, a Delaware limited liability company ("**Landlord**"), and **HIGHLANDS COMMUNITY CHARTER SCHOOL,** a California public charter school ("**Tenant**").

Witnesseth

1. Premises

1.1 Property. Landlord has the right to lease certain improved real property located within McClellan Park ("**McClellan**" or "**Property**"), McClellan, California ("**State**"), which is more particularly described in Exhibit A-1 attached hereto.

1.2 Premises. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations contained herein, to be paid, kept and performed by Tenant, leases and rents to Tenant, and Tenant hereby leases and takes from Landlord upon the terms and conditions contained herein, approximately Nine Thousand Six Hundred Twenty Two (9,622) rentable square feet of space located within Building 200, Suite 202, 3237 Peacekeeper Way, McClellan, California 95652 (the "**Premises**"). The Premises is described in Exhibit A-2, and the building ("**Building**"), in which the Premises is located is described in Exhibit A-3 attached hereto. The measurements set forth in this Section 1.2 are binding and conclusive upon the parties.

1.3 Parking Areas. In addition to the Premises, subject to the Rules and Regulations, Tenant and Tenant's employees, agents, suppliers, customers and patrons, in common with Landlord and all other tenants of the Property/McClellan and all such other persons to whom Landlord has previously granted, or may hereinafter grant, rights of usage, shall have the non-exclusive right to use, for parking purposes, the parking area ("**Parking Area**") identified in Exhibit A-4 attached hereto, for up to a maximum of One Hundred (100) parking spaces, as such may be adjusted from time to time by Landlord.

1.4 Existing Leases. Landlord and Tenant acknowledge and agree that they are parties to that certain (i) Modified Gross Lease Agreement, dated April 3, 2018, as amended, regarding space located at 3144 Palm Street, Building 826, McClellan, California, and (ii) Gross Lease Agreement, dated October 21, 2021, as amended, regarding space located at 5411 Luce Avenue, Building 242, McClellan, California (collectively, the "**Existing Leases**"). As of the Commencement Date, the parties agree that the Existing Leases shall be terminated and be of no further force or effect, the parties shall have no further obligations under the Existing Leases, and the terms and conditions set forth in this Lease shall exclusively govern Landlord's leasing to and Tenant's leasing of the Premises. Such termination of the Existing Leases shall not relieve Tenant from Tenant's indemnification obligations under the Existing Leases for any event that arose prior to the termination of the Existing Leases but was discovered after such termination and such indemnification obligations of Tenant under the Existing Leases shall survive the termination of the Existing Leases.

2. Term.

2.1 Term. The term of the Lease shall be for Thirty Nine (39) months beginning on the Commencement Date (the "**Term**"), unless extended or sooner terminated pursuant to the terms of this Lease.

2.2 Commencement Date.

A. As a result of Landlord being responsible for the construction of certain improvements (the "**Tenant Improvements**") pursuant to the "**Work Letter Agreement**" attached hereto as Exhibit B, subject to and upon the terms and conditions set forth herein, the "**Commencement Date**" shall be the

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earlier of the following dates: (i) the date on which the Premises are Substantially Complete (as defined below), which is anticipated to be on _____, 20__ ("**Anticipated Commencement Date**"); (ii) the date on which the Premises would have been Substantially Complete had there been no Tenant Delays (as defined in the Work Letter Agreement); or (iii) the date upon which the Tenant takes possession of the Premises with the Landlord's written consent.

B. Within thirty (30) days after the Commencement Date, Landlord and Tenant shall execute a certification ("**Declaration of Lease Commencement**") setting forth the Commencement Date and the expiration date of the Term of the Lease, which shall be in the form attached hereto as Exhibit C. For purposes of the foregoing, the Premises shall be deemed to be "**Substantially Complete**" when Tenant is tendered direct access to the Premises with all construction to be provided by Landlord, as set forth in the Work Letter Agreement has been completed, with the exception of the Punch List Items. "**Punch List Items**" shall mean a written summary of correction items concerning the repair of improvements within the Premises constructed and/or installed by Landlord, its agents, employees, contractors and/or subcontractors, delivered to Landlord within thirty (30) days following the Commencement Date. Such Punch List Items shall be mutually acceptable to both Landlord and Tenant. Landlord shall Substantially Complete the Premises by the Anticipated Commencement Date, plus extensions thereto equal to the durations of (i) any delays beyond the reasonable control of Landlord, such as acts of God, fire, earthquake, acts of a public enemy, riot, insurrection, unavailability of materials, governmental restrictions on the sale of materials or supplies or on the transportation of such materials or supplies, strike directly affecting construction or transportation of materials or supplies, shortages of materials or labor resulting from government controls, weather conditions, unavailability of possession of the Premises due to governmental action or inaction, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions affecting the area in which the Premises is located and directly affecting Landlord's ability with respect to its obligations under this Lease, or any other cause or events beyond the reasonable control of Landlord (collectively, "**Force Majeure Event**"), or (ii) delays caused by or attributable to the Tenant. The parties agree that if Landlord is unable to Substantially Complete the Premises by the Anticipated Commencement Date, plus any extension due to a Force Majeure Event(s), this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, and the expiration date of the Term of this Lease shall be extended for such delay; but in such event, Tenant shall not be liable for any rent until the Commencement Date; provided, however if such delays were caused by or attributable to the Tenant, rent shall commence as of the scheduled Commencement Date.

C. Tenant shall be entitled to early entry into the Premises for the purpose of installing trade fixtures, telephone and data lines, delivery of inventory, and any other improvement approved by Landlord as an Alteration as defined in and in accordance with Section 13 of this Lease, provided that (i) such early entry shall be coordinated to avoid material interference with Landlord's completion of construction under the Work Letter Agreement, if any, (ii) Tenant's indemnification obligations pursuant to this Lease shall apply to Tenant activities, and (iii) Tenant delivers to Landlord evidence that the insurance requirements pursuant to this Lease are in full force and effect. Base Rent and Utilities/Services shall not be charged during such early entry period. The status of completion of an Alteration by Tenant shall not affect or alter the Commencement Date.

2.3 Option to Extend. At the expiration of the original Term, Tenant may extend this Lease for a single extended term of three (3) years by giving Landlord written notice of its intention to do so at least six (6) months prior to the expiration of the original Term; provided, however, that Tenant is not in Default (defined in Section 21) beyond any applicable cure period under the Lease on the date of giving such notice or on the date of commencement of such extended term. Such extended term shall be upon all of the terms and conditions of this Lease, except that the following rights of Tenant during the original Term of this Lease shall not apply during such option period: (a) any right to rent-free possession, (b) any right to further extension of the Term of the Lease beyond the extended term set forth hereinabove, and (c) any right to continue to pay the same Base Rent. Landlord and Tenant hereby acknowledge and agree that the Base Rent during the extended term shall be ninety five percent (95.00%) of the Fair Market Rental for the Premises, as determined in accordance with this Section. The parties shall have until the date that is six (6) months prior to the expiration of the original Term in order to agree on Base Rent during such extended term. If the parties agree on the Base Rent for such extended term during that period, they shall promptly execute an amendment to this Lease stating the Base Rent. If the parties are unable to agree on Base Rent for such extended term during that period, then the Fair Market Rental shall be established by appraisal. Landlord and Tenant shall each appoint one appraiser at least four (4) months prior to the expiration of the original Term; provided, however, that if either party fails to designate an appraiser within the time period specified, then the

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appraiser who is designated shall conclusively determine the Fair Market Rental. If two (2) appraisers are designated, then they shall submit within thirty (30) days after the second thereof has been designated their appraisals of the Fair Market Rental. The "**Fair Market Rental**" is the rent per square foot of rentable area of space that is then being charged for space located in building in the McClellan market of the Building that are comparable in quality and offer similar amenities to the Building and involving leases with similar terms and conditions, and involving the use of the premises for similar purposes. The spaces used for comparison shall be comparable in size, quality and design to the Premises, and such spaces used for comparison shall be comparable to the Premises with respect to their location within such building, the quality and quantity of tenant improvements installed at each landlord's expense, and the services provided by each landlord to such tenant. Should the two appraisers be unable to agree upon the Fair Market Rental within said thirty (30) days, the two appraisers shall each submit an independent written appraisal and together they shall designate one (1) additional person as appraiser within five (5) days following the expiration of said thirty (30)-day period: provided, however, that if the difference between the two appraisals is five percent (5%) or less of the lowest appraisal, then an additional appraiser shall not be designated and the Fair Market Rental shall equal the average of the two (2) appraisals that are submitted. The third appraiser shall submit an independent written appraisal within thirty (30) days following his or her appointment. If the two appraisers cannot agree upon a third appraiser, then either party hereunder may request that the Presiding Judge of the Sacramento County Superior Court appoint such third appraiser. The Fair Market Rental shall be equal to the average of the two (2) written appraisals which are closest, and the third (3rd) appraisal shall be disregarded. Each party shall bear the cost of the appraiser appointed by it. If three (3) appraisers are appointed, each party shall bear the cost of the appraiser appointed by it and the parties shall share equally in the cost of the third appraiser. No person shall be appointed or designated an appraiser unless he or she is (i) an independent appraiser who is a currently certified member of the American Institute of Real Estate Appraisers (with MAI designation) and unless he or she has at least five (5) years' experience as an appraiser in Sacramento County, or (ii) a real estate broker with a minimum of at least five (5) years' experience in leasing of commercial or industrial space in the vicinity of the Property. The third appraiser shall not have ever been employed (full-time or part-time or on a consulting basis) by Landlord or Tenant. In the event that the Fair Market Rental is not established before the commencement of the extended term, Tenant shall continue to pay the Base Rent in effect as of the end of the original Term; when the Fair Market Rental has been established, the new Base Rent shall be retroactively effective as of the beginning of the extended term, and Tenant shall pay Landlord any deficiency within thirty (30) days after the establishment of the new Base Rent. If Tenant has overpaid Base Rent during such period, such overpayment shall be offset against Base Rent thereafter coming due. Notwithstanding the provisions of this Section, in no event shall Base Rent for the first year of the extension term be less than Base Rent in effect immediately prior to such extension term.

3. Base Rent

3.1 Base Rent. Rent shall be due and payable in lawful money of the United States in advance on the first day of each month after the Commencement Date. Rent for any period during the Term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved. Tenant shall pay the first full month's Base Rent and any other charges upon execution of this Lease. Tenant shall pay to Landlord as base rent ("**Base Rent**") for the Premises, without notice or demand and without abatement, deduction, offset or set off, the following sums:

A. Tenant shall be entitled to Base Rent-free possession of the Premises for months 1 through 3 following the Commencement Date ("**Free Base Rent Period**"). Tenant shall pay Additional Rent and Utilities/Services during the Free Base Rent Period.

B. $17,319.60 ($1.80psf) per month for months 4 through 12 following the Commencement Date.

C. Commencing on the first day of the thirteenth (13th) month following the Commencement Date, and on each annual anniversary thereafter, Base Rent shall be increased by the amount of three percent (3.00%) of the Base Rent then in effect.

3.2 Place of Payment. All payments under this Lease to be made by Tenant to Landlord shall be made payable to, and mailed or personally delivered to, Landlord at the following address or such other

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address(es) of which Landlord may notify Tenant from time to time: McClellan Realty, LLC, Post Office Box 1419, North Highlands, California 95660-1419.

3.3 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult, if not impossible, to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after said amount is past due, then, in addition to all other remedies provided herein, Tenant shall pay to Landlord a late charge equal to the greater of (i) ten percent (10%) of such overdue amount (but in no event greater than the maximum amount permitted by Law), or (ii) a service charge equal to the sum of $50.00 plus, in either event, $10.00 per day for each day after the due date for which Tenant's failure to pay continues and all attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant, and that it does not constitute a forfeiture or penalty. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Upon the assessment of a late charge, Landlord may require that all future payments of rent be made by cashier's check. Landlord may, at its option, include all late charges accrued during any calendar year in the estimated charges to be paid by Tenant for the ensuing year, and may deduct all late charges from the Security Deposit.

4. Security Deposit. Upon execution of this Lease, Tenant shall pay to Landlord a security deposit for the faithful performance of Tenant's obligations under this Lease in the amount of Seventeen Thousand Three Hundred Nineteen and 60/100ths Dollars ($17,319.60) (the "**Security Deposit**"). Within ten (10) days of any increase in the Base Rent hereunder, Tenant shall pay to Landlord an amount necessary to increase the Security Deposit held by Landlord to the amount of the then current monthly Base Rent. If Tenant fails to pay Rent or other charges due hereunder, or otherwise defaults under this Lease, Landlord may use, apply or retain all or a portion of the Security Deposit to compensate Landlord for the amount due by Tenant (including reasonable attorneys fees) under this Lease. If Landlord uses or otherwise applies all or any portion of the Security Deposit, Tenant shall restore such Security Deposit within ten (10) days of notice from Landlord. The Security Deposit shall be non-interest bearing and Landlord shall be entitled to retain such funds in its general accounts. The balance of the Security Deposit not applied or used by Landlord as permitted in this Paragraph shall be refunded to Tenant thirty (30) days after the later of (i) expiration or other termination of this Lease, and (ii) Tenant has vacated the Premises. Tenant hereby waives any rights or benefits that may be available to Tenant by reason of California Civil Code Section 1950.7.

5. Additional Rent.

5.1 Definitions.

A. "**Base Year**" shall mean calendar year 2025.

B. "**Additional Rent**" shall mean (i) Tenant's Property Share of the difference between (1) Property Expenses for the subject Computation Year, and (2) Property Expenses for the Base Year, plus (ii) Tenant's Building Share of the difference between (1) Building Expenses for the subject Computation Year, and (2) Building Expenses for the Base Year.

C. "**Building Expenses**" shall mean and include (i) Building Common Expenses, (ii) Building Insurance Expenses, and (iii) Building Taxes. Building Expenses shall be adjusted to reflect ninety-five percent (95.00%) occupancy of the Building during any period in which the Building is not at least ninety-five percent (95.00%) occupied.

D. "**Common Expenses**" shall mean the aggregate amount of the total costs and expenses paid or incurred by Landlord in any way connected with or related to the operation, repair, replacement, refurbishment, providing utilities to, and maintenance of the Common Areas, the Building and the Property. Such

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costs shall include managerial fees (not to exceed five percent (5.00%) of the gross rental income from the Property) and administrative expenses related to the Property (not exceed ten percent (10.00%) of the Common Expenses). The computation of Common Expenses shall be made in accordance with generally accepted accounting principles. Landlord, from time to time, shall have the right, for the purpose of calculating Common Expenses to increase/decrease the Common Areas and Property to include/exclude certain designated areas within McClellan. Common Expenses shall be divided into those expenses attributable to the Building ("**Building Common Expenses**") and those expenses attributable to the Common Area and the Property ("**Property Common Expenses**") by Landlord, as reasonable determined by Landlord.

E. "**Computation Year**" shall mean each twelve (12) consecutive month period commencing January 1 of each year during the Term, provided that Landlord, upon notice to Tenant, may change the Computation Year from time to time to any other twelve (12) consecutive month period and, in the event of any such change, Additional Rent shall be equitably adjusted for the Computation Years involved in any such change.

F. "**Insurance Expenses**" shall mean the aggregate amount of the cost of fire, extended coverage, boiler, sprinkler, public liability, property damage, rent, earthquake, terrorism, and other insurance obtained by Landlord in connection with the Property, including insurance required pursuant to Section 14.1 hereof, and the deductible portion of any insured loss otherwise covered by such insurance. Insurance Expenses shall be divided into those expenses attributable to the Building ("**Building Insurance Expenses**") and those expenses attributable to the Common Area and the Property ("**Property Insurance Expenses**") by Landlord, as reasonable determined by Landlord.

G. "**Property Expenses**" shall mean and include (i) Property Common Expenses, (ii) Property Insurance Expenses, and (iii) Property Taxes. Property Expenses shall be adjusted to reflect ninety-five percent (95.00%) occupancy of the Property during any period in which the Property is not at least ninety-five percent (95.00%) occupied.

H. "**Rentable Area of the Premises**" shall mean the rentable square footage of the Premises set forth in Section 1.2 of this Lease

I. "**Rentable Area of the Building**" shall mean rentable square footage of the Building set forth in Section 1.2 of this Lease.

J. "**Rentable Area of the Property**" shall mean 7,800,000 rentable square feet, which measurement is binding and conclusive upon the parties. Notwithstanding the foregoing, Landlord, from time to time, shall have the right to (i) increase/decrease the number of rentable square footage of the Property utilized in arriving at the square footage calculation set forth in this Section based upon adjustments to available leaseable space within the Property, or (ii)) segregate Property into separate districts based upon building type (the square footage of each district would thereafter be the denominator in such calculation), following which Tenant's Property Share shall be proportionately recalculated. Notwithstanding the foregoing, in no event shall the aggregate of the Rentable Area of the Property be less than 7,500,000 rentable square feet.

K. "**Taxes**" shall mean all taxes, assessments and charges levied upon or with respect to the Property or any personal property of Landlord used in the operation thereof, or Landlord's interest in the Property or such personal property. Taxes shall include, without limitation, all general real property taxes and general and special assessments, occupancy taxes, commercial rental taxes, charges, fees or assessments for transit, housing, police, fire or other governmental services or purported benefits to the Property, service payments in lieu of taxes, and any tax, fee or excise on the act of entering into any lease for space in the Property, or on the use or occupancy of the Property or any part thereof, or on the rent payable under any lease or in connection with the business of renting space in the Property that are now or hereafter levied or assessed against Landlord by the United States of America, the State of California, or any political subdivision, public corporation, district or other political or public entity, whether due to increased rate and/or valuation, additional improvements, change of ownership, or any other events or circumstances, and shall also include any other tax, fee or other excise, however described, that may be levied or assessed as a substitute for or as an addition to, as a whole or in part, any other Taxes whether or not now customary or in the contemplation of the parties on the date of this Lease. Any assessments imposed under any covenants, conditions and/or restrictions encumbering, presently or in the future, the Property shall be within

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such definition of Taxes. Taxes shall not include franchise, transfer, inheritance or capital stock taxes or income taxes measured by the net income of Landlord from all sources unless, due to a change in the method of taxation, any of such taxes is levied or assessed against Landlord as a substitute for or as an addition to, as a whole or in part, any other tax that would otherwise constitute a Tax. Taxes shall also include reasonable legal fees, costs and disbursements incurred in connection with proceedings to contest, determine or reduce Taxes. If any Taxes are specially assessed by reason of the occupancy or activities of one or more tenants and not the occupancy or activities of the tenants as a whole, such Taxes shall be allocated by Landlord to the tenant or tenants whose occupancy or activities brought about such assessment. Taxes shall be divided into those expenses attributable to the Building ("**Building Taxes**") and those expenses attributable to the Common Area and the Property but excluding the Building ("**Property Taxes**") by Landlord, as reasonable determined by Landlord.

L. "**Tenant's Building Share**" is determined by dividing the Rentable Area of the Premises by the Rentable Area of the Building.

M. "**Tenant's Property Share**" is determined by dividing the Rentable Area of the Premises by the Rentable Area of the Property.

5.2 Recovery of Additional Rent.

A. Beginning with the Computation Year following the Base Year and for each Computation Year thereafter, Tenant shall pay Landlord Additional Rent as determined in accordance with Section 5.1 of this Lease.

B. To provide for current payments of Additional Rent, Tenant shall, at Landlord's request, pay during each month of a Computation Year, an amount equal to the estimated monthly Additional Rent payable during such Computation Year, as determined by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Additional Rent. It is the intention hereunder to estimate from time to time the amount of the Additional Rent for each Computation Year, including the Computation Year immediately following the Base Year, and then to make an adjustment in the following year based on the actual Additional Rent incurred for that Computation Year.

C. On or before April 1 of each Computation Year after the Base Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement ("**Actual Expense Statement**") setting forth Tenant's Additional Rent for the preceding Computation Year; provided, however, that the failure of Landlord to supply such statement shall not constitute a waiver of Landlord's rights to collect for such Additional Rent. If Additional Rent for the previous Computation Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Additional Rent for such Computation Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of Additional Rent an amount equal to the difference until the credit is exhausted. If a credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this Section shall survive the expiration date of the Term. Additional Rent in any Computation Year having less than 365 days shall be appropriately prorated.

5.3 Allocated Expenses. Notwithstanding the calculation of Additional Rent, Landlord may specifically allocate certain Building Expenses and/or Property Expenses to specific tenants, including Tenant, based upon the nexus of such specific expense or service incurred to such tenant's building(s) and/or operations(s), as reasonably determined by Landlord. Allocated Building Expenses and/or Property Expenses shall be paid in full by the designated tenant utilizing the monthly payment process set forth in this Article 5. If any tenant is assessed an allocated Building Expenses and/or Property Expense, such expense shall not be included in the calculation of Building Expense or Property Expenses, as applicable (in no event shall Landlord recover more than one hundred percent (100.00%) of Building Expenses and Property Expenses incurred).

5.4 Disputes. If there is any dispute as to any Additional Rent due under this Section 5, for a

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period of six (6) months following Tenant's receipt of the Actual Expense Statement (or any subsequent revision thereof), Tenant shall have the right, after reasonable written notice to Landlord and at reasonable times, to inspect and audit Landlord's books and records used in the computation of Tenant's Additional Rent as they are set forth in the subject Actual Expense Statement at Landlord's accounting office for the calendar year in question. Tenant's failure to request such audit within the six (6) month period set forth herein shall be deemed Tenant's approval of the Actual Expense Statement. If after such audit, Tenant still disputes such Additional Rent, upon Tenant's written request therefore, an audit and investigation, at Tenant's cost, as to the proper amount of Additional Rent and the amount due to or payable by Tenant shall be made by an independent accounting firm or certified public accountant selected by Tenant and employed by Tenant on an hourly or fixed fee basis, and not on a contingency fee basis, which shall have access to Landlord's books and records. Such audit shall be final and conclusive as to all parties. Notwithstanding the foregoing, in no event shall Tenant be entitled to withhold payment of Additional Rent during the audit process, and Tenant shall remain obligated to pay all Additional Rent due as otherwise set forth in this Lease. In the event Tenant shall prevail in the audit process, Landlord, at its election, shall either promptly refund any excess Additional Rent payments to Tenant or shall apply such excess as a credit against future Additional Rent due from Tenant. If Tenant prevails in the audit process as to the last year of the Term, Landlord shall refund any excess Additional Rent payments to Tenant within thirty (30) days following receipt of the audit.

5.5 Limitation on Additional Rent/Common Expenses.

(A) For the purpose of determining Tenant's Additional Rent for each Computation Year following the Base Year, Common Expenses shall not increase by more than 5.00% per annum of Common Expenses for the prior Computation Year (such limitation shall not apply to Taxes or Insurance Expenses.)

(B) Following the Base Year, if Landlord elects to incur any new reoccurring Common Expenses (estimated to be incurred for the following 3 years) during a calendar year (which was not incurred in the prior calendar year), for the purpose of determined Tenant's Additional Rent for the subject Computation Year, such new reoccurring Common Expenses shall be added to the Common Expenses for the prior Computation Year and subject to the maximum increase percentage set forth in Section 5.5(A).

6. Compliance with Law. Tenant shall not do anything or suffer anything to be done in or about the Premises or the Property which will in any way conflict with any federal and state law, statute ordinance, or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated (collectively, "**Laws**"). At its sole cost and expense, Tenant, at its cost, shall promptly comply with all such Laws which relate to (i) Premises and Tenant's use thereof, (ii) the Alterations or other work done by Tenant in or about the Premises, or (iii) the Premises and Building to the extent such obligations are triggered by Tenant's Alterations or other work done by Tenant in or about the Premises, or use of the Premises by Tenant. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local government body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, which is related to Tenant's use and occupancy of the Premises, Tenant shall, at its sole cost and expense, comply promptly with such standards or regulations. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant.

7. Permitted Uses / Security.

7.1 Permitted Use. Tenant shall use and occupy the Premises throughout the Term of the Lease for office and classroom space for English language development classes for students which ARE 21 YEARS OLD OR OLDER ("**Permitted Use**"), and for no other purpose. No use shall be made or permitted to be made of the Premises, nor acts done which will increase the existing rate of insurance upon the Building, or cause a cancellation of any insurance policy covering the Building, or any part thereof, nor shall Tenant sell, or permit to be kept, used, or sold, in or about the Premises, any article which may be prohibited by insurance policies maintained by Landlord. Tenant shall also specifically not permit any objectionable odor to escape or be emitted from the Premises and shall insure sanitation and freedom from odor, smell and infestation from rodents or insects. Tenant, at its expense, shall provide (and enclose if required by codes or Landlord) a dumpster or dumpsters for Tenant's trash in a location and manner approved by Landlord, and shall cause its trash to be removed at intervals reasonably satisfactory to Landlord. In connection therewith, Tenant shall keep the dumpster(s) clean and insect, rodent and odor free.

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7.2 Security. During the Term, as an amenity to the various business operations within McClellan, the master association of McClellan, as established by the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for McClellan Park, recorded in the Official Records of Sacramento County in Book 20060512, at Page 1368, on May 12, 2006, as amended ("**Master CC&Rs**"), shall maintain a security service to conduct random security services of designated areas within McClellan, which services are anticipated to include roving patrols in security cars and limited video surveillance (such systems may not apply to the Premises); provided that Tenant acknowledges and agrees that such service cannot be relied on to provide any specific security to Tenant's business operations or stored inventory at the Premises. Tenant acknowledges and agrees that it shall be solely responsible for providing adequate security for its Premises, automobiles, trucks and containers, and its use of the Premises. Any security implemented by Tenant shall not interfere with the security which may be provided under the Master CC&Rs. Landlord shall have no responsibility to prevent, and shall not be liable to Tenant, its agents, employees, contractors, visitors or invitees, for losses due to theft, burglary or other criminal activity, or for damages or injuries to persons or property resulting from Tenant's storage materials at the Premises, equipment used in connection therewith, or from persons gaining access to the Premises or any part of the Property, and Tenant hereby releases Landlord and its agents and employees from all liabilities for such losses, damages or injury, regardless of the cause thereof.

8. Environmental Compliance.

8.1 Definitions. The definition of "**Hazardous Materials**" and "**Hazardous Materials Laws**" are set forth on Exhibit D-1.

8.2 Compliance with Hazardous Materials Laws. Tenant hereby agrees that Tenant and Tenant's officers, employees, representatives, agents, contractors, subcontractors, successors, assigns, subtenants, concessionaires, invitees and any other occupants of the Premises (for purposes of this Section 8, referred to collectively herein as "**Tenant Representatives**") shall (i) not cause or permit any Hazardous Materials in violation of Hazardous Materials Laws to be used on or about the Premises or Property, (ii) use only the Hazardous Materials identified in the Environmental Questionnaire, and (iii) comply with all Hazardous Materials Laws applicable to its Permitted Use. Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant's Representatives of Hazardous Materials on the Premises or the Property. Tenant is and shall be deemed to be the "operator" "in charge" of Tenant's "facility" and the "owner," as such terms are used in the Hazardous Materials Laws, of all Hazardous Materials and any wastes generated by Tenant or Tenant Representatives. Tenant shall be designated as the "generator," as such terms are used in the Hazardous Materials Laws, on all manifests relating to such Hazardous Materials or wastes generated by Tenant or Tenant Representatives.

8.3 Remediation of Tenant's Contamination. If the acts or omissions of Tenant or the Tenant's Representatives cause a release of Hazardous Materials at, on or under the Premises or areas adjacent thereto ("**Tenant's Contamination**"), then Tenant, at Tenant's sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Premises or the groundwater underlying the Premises to the extent required to comply with applicable Hazardous Materials Laws. Tenant shall not take any required remedial action in response to any Tenant's Contamination in or about the Premises or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant's Contamination without first obtaining the prior written consent of Landlord, which may be subject to conditions imposed by Landlord as determined in Landlord's sole discretion. Tenant shall promptly deliver to Landlord, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises as part of Tenant's remediation of any Tenant's Contamination.

8.4 Notice of Hazardous Materials Matters. Each party hereto (for purposes of this Section, "**Notifying Party**") shall immediately notify the other party (for purposes of this Section, "**Notice Recipient**") in writing of: (i) any enforcement, clean up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Notifying Party or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous

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Materials in or removed from the Premises including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters; and (iv) any spill, release, discharge or disposal of any Hazardous Materials in, on or under the Premises, the Property, or any portion thereof. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

8.5 Environmental Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord, and each of Landlord's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by (i) any Tenant's Contamination, or (ii) Tenant's failure to comply with any Hazardous Materials Laws applicable to it Permitted Use and with respect to the Premises. The provisions of this Section are separate and distinct from any other indemnification obligation under this Lease.

8.6 Environmental Indemnification by Landlord. Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant), protect, and hold Tenant, and each of Tenant's employees, representatives, agents, attorneys, successors and assigns, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind and claims for bodily injury or property damage, administrative or judicial proceedings, and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by the presence or release of Hazardous Materials on, in or under, or emanating from the Premises caused (i) by Landlord, or (ii) by any previous tenants within the Premises that have entered into lease documentation with Landlord. The provisions of this Section are separate and distinct from any other indemnification obligation under this Lease.

8.7 Air Force Environmental Obligation. Notwithstanding any other provision of this Lease to the contrary, which includes, but is not limited to, Sections 8.5 and 8.6, the parties acknowledge and agree that nothing in this Lease is intended to diminish, alter or negate the obligations of the Air Force concerning the existence of Hazardous Materials at McClellan, which includes, but is not limited to, the FFA, and the Air Force's obligations under applicable Federal or State laws, statutes, ordinances, regulations or other legal and/or equitable obligations (collectively, "**Air Force Environmental Obligation**"), and Tenant's and Landlord's indemnification obligations set forth in Section 8.5 and 8.6 shall not apply to any occurrence or event that is subject to the Air Force Environmental Obligation. The parties agree to reasonable cooperate with each other with regard to the pursuit of any claim against the Air Force.

8.8 Environmental Questionnaire. Prior to execution of this Lease, Tenant shall complete, execute, and deliver to Landlord an Environmental Questionnaire Disclosure Statement (the "**Environmental Questionnaire**"), in a form of Exhibit D-2 attached hereto. For a period of fifteen (15) days following Landlord's receipt of the Environmental Questionnaire, Landlord shall have the right to approve or disapprove such document. Tenant acknowledges that, in conjunction with Landlord's review of the Environmental Questionnaire, Landlord may require Tenant to comply with a "**Hazardous Materials Handling Plan,**" the approval of which by Landlord and Tenant is a condition precedent to each party's obligations hereunder (Tenant shall be responsible for the preparation of the draft Hazardous Materials Handling Plan). Tenant shall confirm that the information set for on the Environmental Questionnaire is accurate (or note modifications which will be subject to Landlord's approval under this Section) on an annual basis within ten (10) business days following Landlord's request for such confirmation. If, in conjunction with Tenant's Permitted Use, Tenant must commence the utilization of previously undisclosed Hazardous Materials, prior to the usage thereof, Tenant shall notify Landlord thereof, by written summary determining the scope of such usage and updating the Hazardous Materials Handling Plan to the extent required by such additional usage which notice shall specify: [Landlord's failure to respond within fifteen (15) days following receipt of this notice shall be deemed approval of this notice]. For a period of fifteen (15) days following

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Landlord's receipt of such notice, Landlord shall have the right to approve or disapprove of such documents which approval shall not be unreasonably withheld (provided such usage is consistent with Hazardous Materials Laws within such time period shall be deemed Landlord's disapproval thereof.

8.9 Waiver. Tenant, for itself and Tenant Representatives, hereby waives, releases and forever discharges Landlord, its agents, affiliates, successors and assigns from any and all rights, claims and demands at law or in equity, whether known or unknown at the Lease Date or thereafter, which Tenant has or may have in the future, arising out of or relating to (i) the information provided in the Environmental Information, (ii) the failure of the Air Force to comply with the Air Force Environmental Obligation, or (iii) excepting Landlord's obligation under Section 10 of this Lease, the physical, economic condition, suitability of the Premises and/or Property for Tenant's Permitted Use and, excepting Landlord's obligation under Section 8.6 of this Lease, the environmental condition of the Premises and/or Property. Excepting Landlord's compliance with its obligation under this Lease, concerning the forgoing matters, Tenant hereby specifically waives the provisions of Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Landlord

Tenant

8.10 Environmental Information. Tenant acknowledges receipt of the information attached hereto as Exhibit D-3 (collectively, "**Environmental Information**"). Such disclosures are not intended to be inclusive of all Hazardous Materials which were present at McClellan and each party hereto acknowledges that additional Hazardous Materials not set forth in such exhibit may have been or remain present at McClellan; provided, however, such disclosure shall not affect, in any manner, the obligation of the Air Force under applicable Law.

8.11 Landlord Entry. Landlord shall have the right to inspect the Premises for Hazardous Materials and compliance with the provisions of this Section 8 at all reasonable times upon reasonable advance oral or written notice to Tenant (except in the event of an emergency).

8.12 Air Force Entry. Tenant acknowledges that the Secretary of the Air Force, acting on behalf of the United States of America ("**Air Force**"), its agents, employees, contractors and subcontractors, has reserved the right to ingress, egress and access to the Premises, or portion thereof, to comply with its obligations under the Federal Facilities Agreement, entered into by U.S. EPA, Region IX, the State of California, and the Air Force, effective July 1989 ("**FFA**"), the McClellan Air Force Base Installation Restoration Program or in accordance with other hazardous waste remediation activities, whether imposed by law or regulatory agencies, and to perform various tasks, repairs, maintenance and obligations required during the Term. Tenant acknowledges that some or all of these actions may interfere with Tenant's quiet use and enjoyment of the Premises, and that such entrance may disrupt, interfere, and/or adversely affect Tenant's Building operations, including the Permitted Use, for the duration of such entrance; provided that Landlord shall use its good faith efforts to schedule such entrance in the least intrusive manner possible; provided, however, Landlord has no legal right to cause the Air Force to comply. Such entrance shall not constitute an actual or construction eviction and will not cause any form of liability, offset, abatement and/or claim against Landlord and/or the Air Force. To provide prior notice to Tenant for the required entrance by the Air Force, prior to the Commencement Date, Tenant shall complete the information set forth in Exhibit D-4, which information the Air Force may rely upon in providing such notice. If such information requires revision during the Term, Tenant shall notify, in writing, Landlord in accordance with Section 27 of this Lease.

8.13 Preexisting Hazardous Materials. IN NO EVENT SHALL TENANT BE RESPONSIBLE, IN ANY MANNER, FOR THE CLEANUP OF ANY HAZARDOUS MATERIALS (I) DESCRIBED IN THE ENVIRONMENTAL INFORMATION, OR (II) PRESENT AT THE PREMISES AS OF

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THE COMMENCEMENT DATE, EXCEPT TO THE EXTENT TENANT HAS CAUSED A TENANT'S CONTAMINATION OR REMEDIATION IS REQUIRED DUE TO AN ALTERATION.

8.14 Sewer Use Questionnaire. On or before December 31 of each calendar year, Tenant shall deliver to Landlord an updated "**Sewer Use Questionnaire**" in the form of Exhibit D-5 attached hereto.

8.15 Asbestos Notification for Commercial Property Constructed Before 1979. Tenant acknowledges that Landlord has advised Tenant the Building, because of its age, may contain asbestos-containing materials ("**ACMs**"). If Tenant undertakes an Alteration, Tenant shall, in addition to complying with the requirements of Article 13, undertake the Alterations in a manner that avoids disturbing any ACMs present in the Building. If ACMs are likely to be disturbed in the course of such work, Tenant shall encapsulate or remove the ACMs in accordance with an approved asbestos-removal plan and otherwise in accordance with all applicable Hazardous Materials Laws, including giving all notices required by Health and Safety Code Sections 25915-25919.7, as amended.

8.16 Exclusivity. The allocations of responsibility between, obligations and liabilities undertaken by, and indemnifications given by Landlord and Tenant under this Section 8, shall be the exclusive provisions under this Lease, applicable to the subject matter treated in this Section 8, and any other conflicting or inconsistent provisions contained in this Lease shall not apply with respect to the subject matter. Tenant and Landlord have been informed that certain California judicial decisions have held that, notwithstanding the specific language of a lease, courts may impose the responsibility for complying with legal requirements and for performing improvements, maintenance and repairs on a landlord or tenant based on the court's assessment of the parties' intent in light of certain equitable factors. Tenant and Landlord have each been advised by their respective legal counsel about the provisions of this Lease allocating responsibility for compliance with laws and for performing improvements, maintenance and repairs between Tenant and Landlord. Tenant and Landlord expressly agree that the allocation of responsibility for compliance with laws and for performing improvements, maintenance and repairs set forth in this Lease represents Tenant's and Landlord's intent with respect to this issue.

8.17 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 8 shall survive the expiration or earlier termination of this Lease.

9. Utilities.

(a) Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises between the hours of 7:30 a.m. to 9:00 p.m. Monday through Friday, State and Federal holidays exempted ("**Business Hours**"), subject to the conditions and in accordance with the standards set forth in writing by Landlord from time to time during the term of this Lease and delivered to Tenant, reasonable quantities of electric current for normal lighting and fractional horsepower office machines, water for lavatory and drinking purposes, heat and air conditioning required in Landlord's judgment for the comfortable use and occupation of the Premises. In addition, provided that Tenant is not in default hereunder, Landlord agrees to provide janitorial service to the Premises five (5) days a week, during such hours and days as Landlord may schedule, in its discretion, outside the hours for the Building set forth in the preceding sentence, in accordance with the specifications attached hereto as Exhibit E. Tenant acknowledges and agrees that Landlord may impose a reasonable charge for the use of any additional or unusual janitorial services required by Tenant's carelessness or the nature of Tenant's business. Landlord's obligation regarding any heating, ventilation and air conditioning ("**HVAC**") and electrical systems shall be limited to the Building's standard central HVAC and electrical systems, and Landlord shall have no obligation to maintain or repair any HVAC or electrical system that has been installed to accommodate Tenant's specific use of the Premises (provided, however, that any contractor retained by Tenant to maintain or repair any such HVAC or electrical system shall be subject to Landlord's reasonable approval). Landlord shall not be obligated to service, maintain, repair or replace any system or improvement in the Premises that has not been installed by Landlord at Landlord's expense, or which is a specialized improvement requiring additional or extraordinary maintenance or repair (by way of example only, if the standard premises in the Building contain fluorescent light fixtures, Landlord's obligation shall be limited to the replacement of fluorescent light tubes, irrespective of any incandescent fixtures that may have been installed in the Premises at Tenant's expense). Landlord shall not be liable for, and Tenant shall not be entitled to any abatement or reduction of rent by reason of Landlord's failure to furnish any of the foregoing when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances

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or labor disputes of any character or for any other causes. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to the interruption or failure of any services to be provided under this Lease.

(b) If the temperature otherwise maintained in any portion of the Premises by the HVAC systems of the Building is affected by reason of any lights, machines or equipment used by Tenant in the Premises, or by the occupancy of the Premises by more persons than are contemplated by the design criteria of the HVAC systems, then Landlord shall have the right to install machines or equipment that Landlord reasonably deems necessary to restore temperature balance, including modifications to the standard air-conditioning equipment and electrical systems serving the Premises. The cost of any such equipment and modifications, including the cost of installation and any additional cost of operation and maintenance of the same, shall be paid by Tenant to Landlord upon demand.

(c) Tenant acknowledges and agrees that Tenant's use of the Premises during Non-Business Hours imposes additional burden on the Project's janitorial services, fluorescent light tubes, HVAC and electrical services, and the common areas. Accordingly, Non-Business Hours use of services will be made available to Tenant through an access or override switch accessible to Tenant and will be billed as an after hours rent assessment. After hours use will be metered and such costs will be payable by Tenant to Landlord upon demand. Such costs shall not exceed forty and no/100ths dollars ($40.00) per hour for the initial year of the Term.

(d) Tenant shall not, without the prior consent of Landlord, connect to the utility systems of the Building any apparatus, machinery or other equipment except typical office machines and devices such as electric typewriters, word processors, mini and micro-computers and office-size photocopiers. Nor shall Tenant, without the prior written consent of Landlord, connect to any electrical circuit in the Premises any apparatus or equipment with power requirements that exceed the designed electrical capacity of the Premises. Tenant shall pay the cost of all utilities and services supplied to Tenant in connection with Tenant's use of additional office equipment approved by Landlord hereunder. Tenant shall not, without the prior consent of Landlord, connect to any dedicated electrical circuit in the Premises electrical apparatus or equipment of any type having in the aggregate electrical power requirements in excess of two (2) amps per outlet. Notwithstanding Landlord's consent to such excess loading of circuits, Tenant shall pay the cost of any additional or above-standard capacity electrical circuits necessitated by such excess loading circuits and the installation thereof.

(e) All sums payable hereunder by Tenant for additional services or for excess utility usage shall be payable within thirty (30) days after written request from Landlord, including reasonable supporting documentation; except that Landlord may require Tenant to pay monthly for the estimated cost of Tenant's excess utility usage if such usage occurs on a regular basis, and such estimated amounts shall be payable in advance on the first day of each month.

10. Repairs by Landlord. Landlord shall maintain, repair and keep all exterior and demising walls, load bearing elements, foundations, roof, and common areas that form a part of the Building and Building standard mechanical, electrical, HVAC and plumbing systems, core restrooms, stairwells, mechanical and janitorial closets, and pipes and conduits that are provided by Landlord in the operation of the Building in a good operation condition, excepting repairs required due to the negligence or intentional acts of Tenant, its employees, invitees or representatives which shall be repaired by Tenant. Landlord shall maintain the grounds surrounding the Building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to Tenant to be defective which Landlord is required to repair and failure to so report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions. Landlord shall be required to commence such repairs within a reasonable period of time from receipt of Tenant's notice.

11. Repairs by Tenant. Tenant accepts the Premises in its present “As-Is,” “Where Is” condition (except for the Tenant Improvements which are the responsibility of Landlord, if any), and specifically acknowledges that the Premises is suited for the uses intended by Tenant. Landlord shall not be liable for any latent or patent defects in the Premises, excepting Tenant Improvements constructed by Landlord, if any, pursuant to the Work Letter Agreement. Tenant acknowledges that Landlord has made no representation or warranty concerning

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the condition and state of repair of the Premises to the extent not constructed by Landlord. Tenant shall at its own cost and expense keep and maintain the Premises in good order and repair, promptly making all necessary repairs and replacements, including, but not limited to, all equipment and facilities and components thereof within the Premises, fixtures, walls (interior), finish work, ceilings, floors, lighting fixtures, bulbs and ballasts, utility connections and facilities within the Premises, windows, glass, doors, and plate glass, downspouts, gutters, air conditioning and heating systems, truck doors, dock levelers, bumpers, seals and enclosures, plumbing, electrical, termite and pest extermination, and damage to common areas caused by Tenant, excluding only those repairs expressly required to be made by Landlord hereunder. Any and all construction, maintenance and/or repairs to be done by Tenant, its agents, employees, contractors and/or subcontractors pursuant to this Section which would be deemed an Alteration (as hereinafter defined), as reasonably determined by Landlord, shall comply with the requirements of Section 13 of this Lease. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

12. Ad Valorem Taxes. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the Term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property shall be assessed and taxed with the Building, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property with supporting documentation.

13. Alteration of Premises. Tenant shall not make or suffer to be made any alterations, additions, or improvements (collectively, "**Alterations**") to or of the Premises, or any part thereof, without first obtaining the written consent of Landlord, which Landlord may withhold in its sole and absolute discretion.

14. Insurance

14.1 Landlord's Insurance. Landlord shall maintain in full force and effect throughout the Term of this Lease general comprehensive liability insurance for the Building and general fire and extended coverage insurance on special form or such other broader coverage as may from time to time be customary on the Building in such amounts determined by Landlord.

14.2 Tenant's Insurance. Tenant agrees to take out and keep in force during the Term, without expense to Landlord, the policies of insurance as set forth below.

(A) Commercial general liability insurance, in the name of Tenant, insuring against any liability for injury to or death of persons resulting from any occurrence in or about the Building and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than $3,000,000.00 aggregate, $1,000,000.00 per occurrence. The amounts of such insurance required hereunder shall be adjusted from time to time as requested by Landlord based upon Landlord's determination as to the amounts of such insurance generally required at such time for comparable premises and buildings in the general geographical area of the Premises. In addition, such policy of insurance shall include the ordinary and usual coverage for any additional liability as coverage for any potential liability arising out of or because of any construction, work of repair or alterations done on or about the Premises by or under the control or direction of Tenant;

(B) Causes of Loss – Special Form property insurance, in an amount not less than one hundred percent (100%) of replacement cost covering all tenant improvements and alterations permitted under this Lease, floor and wall coverings, and Tenant's office furniture, business and personal trade fixtures, equipment, furniture system and other personal property from time to time situated in the Premises. Such property insurance shall include a replacement cost endorsement, providing protection against any peril included within the classification fire and extended coverage, sprinkler damage, vandalism, malicious mischief, and such other additional perils as covered in a "cause of loss-special form" standard insurance policy. The proceeds of such insurance shall be used for the repair and replacement of the property so insured, except that if not so applied or if

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this Lease is terminated following a casualty, the proceeds applicable to the leasehold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant;

(C) Workers compensation insurance as required by law and employer liability insurance with limits of not less than $1,000,000.00;

(D) Comprehensive automobile liability insurance with limits of not less than $1,000,000.00 combined bodily injury and property damage per occurrence; and

(E) Environmental Impairment Liability insurance with limits of not less than $1,000,000.00 or such other larger limits as may be reasonably required by Landlord, taking into consideration the extent and nature of Tenant's activities.

14.3 Certificates of Insurance. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies which are rated by Best Insurance Reports as A:XV or better and licensed or authorized to do business in the State of California. Each policy shall name (1) McClellan Business Park, LLC; (2) MP Holdings, LLC; (3) the County of Sacramento; and (4) the United States Air Force, and any other party designated by Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a separation of insureds condition, and (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance for Landlord's interest only. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is given possession of the Premises, and thereafter, within thirty (30) days after any demand by Landlord therefor. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable, materially changed or reduced in coverage except after thirty (30) days' written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums and a twenty-five (25%) percent administrative charge, which shall be payable upon demand.

14.4 Waiver of Subrogation. To the extent of any and all insurance maintained, or required to be maintained, by either Landlord or Tenant in any way connected with the Premises, Landlord and Tenant hereby waive on behalf of their respective insurance carriers any right of subrogation that may exist or arise as against the other party to this Lease. Landlord and Tenant shall cause the insurance companies issuing their insurance policies with respect to the Premises to waive any subrogation rights that the companies may have against Tenant and Landlord, respectively.

15. Indemnity.

15.1 Definitions. "**Tenant Parties**" shall mean, singularly and collectively, Tenant and Tenant's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as all persons and entities claiming through any of the foregoing persons or entities, and (ii) "**Landlord Parties**" shall mean singularly and collectively, Landlord and Landlord's officers, directors, shareholders, partners, members, trustees, agents, employees, and independent contractors as well as to all persons and entities claiming through any of the foregoing persons or entities.

15.2 Indemnification by Tenant. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord and Landlord Parties, free and harmless from and against any and all third party claims, actions (including, without limitation, remedial and enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising therefrom), causes of action, liabilities, penalties, forfeitures, damages, fines, injunctive relief, losses or expenses (including, without limitation, reasonable attorneys' fees and costs) or death of or injury to any person or damage to any property whatsoever, to the extent arising from or caused, directly or indirectly, by (a) the negligent acts or omissions of Tenant or Tenant Parties, (b) Tenant's breach of its obligations under this Lease; (c) Tenant's or any Tenant Party's use, possession, or occupancy

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of the Premises during the Term; (d) any work done, permitted or contracted for by Tenant or any Tenant Party on or about the Premises during the Term, or (e) the death or injury of any person during the Term, including Tenant or any person who is an employee or agent of Tenant, or damage to or destruction of any property during the Term, including property owned by Tenant or by any person who is an employee or agent of Tenant, from any cause whatever while such person or property is in or on the Premises. If any action or proceeding is brought against the Landlord by reason of the matters stated in this Section, Tenant, upon written notice from Landlord, shall, at Tenant's expense, defend such action or proceeding by counsel approved in writing by Landlord, such approval not to be withheld unreasonably. Notwithstanding anything to the contrary in this Lease, the obligations of Tenant hereunder shall not apply to claims, liability and/or damages to the extent arising from or related to Landlord's or Landlord's Parties negligence, willful acts or Landlord's breach of its obligations under this Lease. The provisions of this Section shall not apply to any of the provisions of Section 8 of the Lease.

15.3 Exculpation. Tenant, on behalf of itself and of all Tenant Parties, hereby waives, to the fullest extent permitted by Law, all claims against Landlord and the Landlord Parties for loss, theft or damages to goods, wares, merchandise or other property (whether tangible or intangible) in and about the Premises occurring during the Term, and for the injury or death to any persons in, on or about the Premises occurring during the Term. Under no circumstances shall Landlord be liable for special damages, indirect damages or other consequential damages, including without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

15.4 Survival and Duration of Obligations. All representations, warranties, obligations and indemnities made or given under this Section 15 shall survive the expiration or earlier termination of this Lease.

16. Construction Liens. Tenant shall not suffer or permit any construction liens, mechanic's liens or materialman's liens to be filed against Landlord's interest in the real property of which the Premises form a part nor against the Tenant's leasehold interest in the Premises. Landlord shall have the right at all reasonable times to post and keep posted on the Premises, any notices which it deems necessary for protection from such liens. Tenant shall have the right to contest by proper proceedings any such construction liens, mechanic's liens or material man's liens, provided that Tenant shall prosecute such contest diligently and in good faith and such contest shall not expose Landlord to any civil or criminal penalty or liability. Upon Landlord's demand, Tenant shall furnish Landlord a surety bond or other adequate security satisfactory to Landlord sufficient both to indemnify Landlord against liability and hold the Property free from adverse effect in the event the contest is not successful. If such liens are so filed and Tenant does not properly contest such liens, Landlord, at its election, and upon not less than ten (10) days prior written notice to Tenant, may pay and satisfy same and, in such event the sums so paid by Landlord, with interest thereon at the rate of eighteen percent (18.00%) per annum from the date of payment, and all actual and other expenses, including reasonable attorney's fees, so paid by Landlord, shall be deemed to be Rent due and payable by the Tenant at once without notice or demand.

17. Quiet Enjoyment. So long as an Event of Default does not exist, Tenant shall be entitled to quietly have, hold, and enjoy the Premises during the Term, subject to Landlord's rights under this Lease.

18. Landlord's Right of Entry. Landlord or its agents shall have the right to enter the Premises at reasonable times upon reasonable notice. Upon receipt of reasonable advance notice from Landlord, Tenant may arrange to have a designated representative accompany Landlord in entering the Premises. Landlord's right of reentry shall not be deemed to impose upon Landlord any obligation, responsibility, or liability for the care, supervision or repair of the Premises except that Landlord shall use reasonable care to prevent loss or damage to Tenant's property resulting from Landlord's entry. Landlord shall have the right at any time, without effecting an actual or constructive eviction and without incurring any liability to the Tenant therefor, to change the arrangement or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets or other public parts of the Building and to change the name, number or designation by which the Building are commonly known, provided that such action does not result in any unreasonable interference with Tenant's access to or use of the Premises. Notwithstanding the foregoing, Landlord shall have the right to enter the Premises without first giving notice to the Tenant in the event of an emergency where the nature of the emergency will not reasonably permit the giving of notice.

19. Destruction of Building

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19.1 Loss Covered by Insurance. If, at any time prior to the expiration or termination of this Lease, the Premises or the Building is wholly or partially damaged or destroyed by a casualty, the loss to Landlord from which is (except for any applicable deductible) fully covered by insurance maintained by Landlord or for Landlord's benefit, which casualty renders the Premises totally or partially inaccessible or unusable by Tenant in the ordinary conduct of Tenant's business, then:

(A) Repairs Which Can be Completed Within One Year. Within sixty (60) days of notice to Landlord of such damage or destruction, Landlord shall provide Tenant with notice of its determination of whether the damage or destruction can be repaired within one (1) year of such damage or destruction without the payment of overtime or other premiums. If all repairs to such Premises or Building can, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction without the payment of overtime or other premiums, Landlord shall, at Landlord's expense, repair the same and this Lease shall remain in full force and effect and a proportionate reduction of the Rent shall be allowed Tenant for such portion of the Premises as shall be rendered inaccessible or unusable to Tenant, and which is not used by Tenant, during the period of time that such portion is unusable or inaccessible and not used by Tenant.

(B) Repairs Which Cannot Be Completed Within One Year. If all such repairs to the Building and Premises cannot, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction without the payment of overtime or other premiums, Landlord shall notify Tenant of such determination and Landlord may, at Landlord's sole and absolute option, upon written notice to Tenant given within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, elect to repair such damage or destruction at Landlord's expense, and in such event, this Lease shall continue in full force and effect but the Rent shall be proportionately reduced as hereinabove provided in Section 19.1(a). If Landlord does not elect to make such repairs, then either Landlord or Tenant may, by written notice to the other no later than ninety (90) days after the occurrence of such damage or destruction elect to terminate this Lease as of the date of the occurrence of such damage or destruction.

19.2 Loss Not Covered By Insurance. If, at any time prior to the expiration or termination of this Lease, the Premises or the Building is totally or partially damaged or destroyed from a casualty, the loss to Landlord from which is not fully covered by insurance maintained by Landlord or for Landlord's benefit, which damage renders the Premises inaccessible or unusable to Tenant in the ordinary course of its business, Landlord, at its option, upon written notice to Tenant within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, may elect to repair or restore such damage or destruction, or Landlord may elect to terminate this Lease. If Landlord elects to repair or restore such damage or destruction, this Lease shall continue in full force and effect but the Rent shall be proportionately reduced as provided in Section 19.1(a). If Landlord does not elect by notice to Tenant to repair such damage, or if the damage cannot, in Landlord's judgment, be completed within one (1) year following the date of notice to Landlord of such damage or destruction, the Lease shall terminate.

19.3 Destruction During Final Year. Notwithstanding anything to the contrary contained in Sections 19.1 and 19.2, if the Premises or the Building is wholly or partially damaged or destroyed within the final twelve (12) months of the Term of this Lease, Landlord may, at its option, by giving Tenant notice within sixty (60) days after notice to Landlord of the occurrence of such damage or destruction, elect to terminate the Lease.

19.4 Destruction of Tenant's Personal Property, Tenant Improvements or Property of Tenant's Employees. In the event of any damage to or destruction of the Premises or the Building, under no circumstances shall Landlord be required to repair any injury, or damage to, or make any repairs to or replacements of, Tenant's Personal Property. Landlord shall have no responsibility for any contents placed or kept in or on the Premises by Tenant.

19.5 Exclusive Remedy. This Section 19 shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building, and Tenant, as a material inducement to Landlord entering into this Lease, irrevocably waives and releases Tenant's rights under California Civil Code Sections 1932(2) And 1933(4), and any successor statues. No damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage to or destruction of all or any portion of the Premises or the Building.

20. Eminent Domain

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20.1 Definitions. For purposes of this Lease, the word "condemned" is co-extensive with the phrase "right of eminent domain", that is, the right of the government to take property for public use, and shall include the intention to condemn expressed in writing as well as the filing of any action or proceeding for condemnation.

20.2 Exercise of Condemnation. If any action or proceeding is commenced for the condemnation of the Premises or any portion thereof, or if Landlord is advised in writing by any government (federal, state or local) agency or department or bureau thereof, or any entity or body having the right or power of condemnation, of its intention to condemn all or any portion of the Premises at the time thereof, or if the Premises or any part or portion thereof be condemned through such action, then and in any of such events Landlord may, without any obligation or liability to Tenant, and without affecting the validity and existence of this Lease other than as hereafter expressly provided, agree to sell and/or convey to the condemnor, without first requiring that any action or proceeding be instituted, or if such action or proceeding shall have been instituted, without requiring any trial or hearing thereof, and Landlord is expressly empowered to stipulate to judgment therein, the part and portion of the Premises sought by the condemnor, free from this Lease and the rights of Tenant hereunder. Tenant shall have no claim against Landlord nor be entitled to any part or portion of the amount that may be paid or awarded as a result of the sale, for the reasons as aforesaid, or condemnation of the Premises or any part or portion thereof, except that Tenant shall be entitled to recover from the condemnor and Landlord shall have no claim therefor or thereto for Tenant's relocation costs, loss of goodwill, for Tenant's trade fixtures, any removable structures and improvements erected and made by Tenant to or upon the Premises which Tenant is or may be entitled to remove at the expiration of this Lease and Tenant's leasehold estate hereunder.

20.3 Effect on Lease. If the entire Premises is condemned, this Lease shall terminate as of the earlier of such taking or loss of possession. If only a part of the Premises is condemned and taken and the remaining portion thereof is in Tenant's reasonable discretion not suitable for purposes for which Tenant has leased the Premises, either Landlord or Tenant shall have the option to terminate this Lease effective as of the earlier of such taking or loss of possession. If by such condemnation and taking only a part of the Premises is taken, and the remaining part thereof is in Tenant's reasonable discretion suitable for the purposes for which Tenant has leased the Premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the percentage that the floor area of that portion of the Premises physically taken by eminent domain bears to the floor area of the entire Premises.

21. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant ("**Default**"):

(a) The abandonment or vacation of the Premises by Tenant (failure to occupy and operate the Premises for thirty (30) consecutive days shall be deemed an abandonment).

(b) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of five (5) days after the due date.

(c) Tenant's failure to perform any other obligation under this Lease (including the Rules and Regulations) for ten (10) days after written notice from Landlord; however, if more than ten (10) days are reasonably required for cure, Tenant shall not be in default hereunder if Tenant shall promptly (and in any event within five (5) days after receipt of Landlord's notice) commence the cure of the default and diligently prosecute the same to completion, so long as cure is completed within thirty (30) days after receipt of Landlord's notice.

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors.

(e) The employment of a receiver to take possession of substantially all of the assets and business of Tenant or the Premises, if such receivership remains undissolved for a period of thirty (30) days after creation thereof.

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(f) The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease, and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligation under this Lease.

Any notice given pursuant to this Section is in lieu of any written notice required by Law, including any notice required under Sections 1161 and 1161.1 of the California Code of Civil Procedure (or any similar or successor law), and Tenant waives (to the fullest extent permitted by law) the giving of any notice other than that provided for in this Section. To the extent the foregoing is not permitted by Law, any notice under this Section shall run concurrently with, and not in addition to, any similar time periods prescribed by applicable Law.

22. Remedies in Event of Default by Tenant.

22.1 Termination. In the event of a Default, Landlord shall have the right to terminate this Lease. The election to terminate may be stated in any notice served upon Tenant with respect to the Default. After the termination, Landlord may, pursuant to applicable Law, enter the Premises and remove Tenant, any other person occupying the same, and any or all trade fixtures, furnishings or equipment, and all other personal property contained in the Premises from time to time ("**Personal Property**"). Any such repossession shall be without prejudice to any of the remedies that Landlord may have under this Lease, or at law or in equity, by reason of the Default or the termination.

22.2 Continuation after Default. In the event of the occurrence of a Default, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under Section 22.1, and Landlord may enforce all its rights and remedies under this Lease, including (but without limitation) the right to recover Rent as it becomes due. Landlord has the remedy described in California Civil Code Section 1951.4 (lessor may continue to lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). Landlord shall further have all remedies under any other applicable code section. Acts of maintenance, preservation or efforts to lease the Premises, or the appointment of receiver upon application of Landlord to protect Landlord's interest under this Lease, shall not constitute an election to terminate Tenant's right to possession in the absence of written notice to the contrary.

22.3 Damages upon Termination. Should Landlord terminate this Lease pursuant to the provisions of Section 22.1 Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the California Civil Code or any other applicable code section. Landlord shall be entitled to recover from Tenant: (a) the worth at the time of award of the unpaid Rent and other amounts which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord in maintaining or preserving the Premises after such Default, recovering possession of the Premises, expenses of reletting the Premises to a new tenant, (including necessary renovations, alterations and improvements to the Premises, and leasing commissions incurred), and all attorneys' and other professional and paraprofessional fees and other costs and expenses incurred in good faith in connection with any of the foregoing. The "worth at the time of award" of the amounts referred to in (a) and (b), above shall be computed with interest at the maximum lawful rate. The "worth at the time of award" of the amount referred to in (c), above shall be computed by reference to the formula prescribed by, and using the lowest discount rate permitted under, any applicable Law.

22.4 Remedies Cumulative. All rights, privileges and elections or remedies of the parties are cumulative and, to the extent permitted by any Law and except as otherwise provided herein, are not alternative.

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23. Default by Landlord.

23.1 Right to Cure. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligations within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30)-day period and thereafter diligently prosecute the same to completion.

23.2 Remedies in Event of Default by Landlord. Except as expressly set forth in, and limited by, the terms of this Lease, Tenant hereby waives and relinquishes any and all rights which Tenant may have to terminate this Lease or to withhold Rent for any reason whatever, including without limitation on account of any default by Landlord of its obligations under this Lease, and any damage to, or condemnation, destruction or state of disrepair of, the Premises (specifically including but not limited to, those rights under California Civil Code Sections 1932, 1933(4), 1941, 1941.1 and 1942). Tenant's sole remedy for a breach of this Lease shall be limited to an action for damages, injunctive relief or specific performance of this Lease. Under no circumstances shall Landlord be liable for special damages, indirect damages or other consequential damages, including without limitation, injury to Tenant's business or for any loss of income or profit therefrom.

24. Surrender of Premises. On or before the expiration of the Lease Term, Tenant shall vacate the Premises in broom clean condition and otherwise in the same condition as existed on the Commencement Date, ordinary wear and tear and fire and casualty loss excepted, except that any Alterations made within and on the Premises by Tenant shall remain, in the same condition and repair as when constructed or installed, reasonable wear and tear and fire and casualty loss excepted, unless Landlord required removal as provided in Section 13. In addition, Tenant shall remove from the Premises all Tenant's Personal Property in order that Landlord can repossess the Premises on the day this Lease or any extension hereof expires or is sooner terminated. Any such removals by Tenant shall be accomplished in a manner which will minimize any damage or injury to the Premises and any resulting damage or injury shall be repaired by Tenant at its sole cost and expense within thirty (30) days after Tenant vacates.

25. Holding Over. Should Tenant hold over and remain in possession of the Premises after the expiration of this Lease, without the written consent of Landlord, such possession shall be as a month-to-month tenant. Unless Landlord agrees otherwise in writing, Base Rent during the hold-over period shall be payable in an amount equal to one hundred fifty percent (150.00%) of the Base Rent paid for the last month of the Term hereof until Tenant vacates the Premises and the Security Deposit shall increase to an amount equal to the increased monthly Base Rent. All other terms and conditions of this Lease shall continue in full force and effect during such hold-over tenancy, which hold-over tenancy shall be terminable by either party delivering at least one (1) month's written notice, before the end of any monthly period. Such hold-over tenancy shall terminate effective as of the last day of the month following the month in which the termination notice is given.

26. Notice. All notices, demands or requests required or permitted under this Lease shall be in writing and delivered personally, by facsimile, or mailed postage prepaid by registered or certified mail, return receipt requested, or sent by Federal Express, addressed as set forth below. Any party may designate a different address by notice similarly given. Any notice, demand or request so given, delivered or made by United States mail shall be deemed to have been given or delivered or made on the third business day following the day on which the same is deposited in the United States mail as registered or certified mail, return receipt requested, addressed as above provided, with postage thereon fully prepaid. Any such notice, demand or document delivered by facsimile shall be deemed to be given, delivered or made on the day sent as confirmed by sender's written facsimile confirmation. Any such notice, demand or document not given, delivered or made by registered or certified mail as aforesaid, shall be deemed to be given, delivered or made on receipt of the same by the party to whom the same is to be given, delivered or made, addressed as follows:

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TO LANDLORD: McClellan Realty, LLC
3140 Peacekeeper Way
McClellan, California 95652
Telephone: (916) 965-7100
Attention: President and Executive Vice President & General Counsel

TO TENANT: Highlands Community Charter School
1333 Grand Avenue
Sacramento, California 95838
Attention: Bill McGuire
Telephone: (916) 844-2283

27. Assignment and Subletting. Tenant shall not directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of the Premises or Tenant's leasehold estate hereunder (collectively, "**Assignment**"), or permit the Premises to be occupied by anyone other than Tenant or sublet the Premises (collectively, "**Sublease**") or any portion thereof without Landlord's prior written consent in each instance, which consent may be withheld in its sole discretion. In the event Tenant assigns or subleases this Lease, Tenant shall deliver to Landlord fifty percent (50.00%) of any excess payment within thirty (30) days of Tenant's receipt thereof pursuant to such Assignment or Sublease. As used herein, "**Excess Payment**" shall mean the amount of payment received for such Assignment or Sublease of this Lease in excess of the Rent payable by Tenant under this Lease; provided, however, that no excess payment shall be payable until Tenant shall have recovered therefrom all of the costs incurred by Tenant for brokerage commissions, tenant improvement work approved by Landlord, reasonable attorneys fees, and reasonable marketing fees, in conjunction with such Assignment or Sublease.

28. Attorney's Fees. If Tenant or Landlord shall be in breach or default under this Lease, such party (the "**Defaulting Party**") shall reimburse the other party (the "**Non-Defaulting Party**") upon demand for any costs or expenses that the Non-Defaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Project by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord, or at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord incurs in any such claim or action.

29. Brokers. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the Premises and this Lease, and that it knows of no real estate broker or agent who is or might be entitled to a commission in connection with this Lease other than Cornish & Carey Commercial dba Newmark Cornish & Carey ("**Broker**"). Landlord shall only pay the real estate brokerage commission due to Broker and any real estate broker or agent entitled to a commission in connection with this Lease if claimed through the actions of Landlord. Tenant shall pay any other commission or finder's fee due if claimed through the actions of Tenant.

30. Subordination of Lease. This Lease is subject and subordinate to any mortgages which may now or hereafter be placed upon or affect the property or Building of which the Premises are a part, and to all renewals, modifications, consolidations, replacements and extensions hereof, provided that the holder(s) of such mortgage(s) shall agree in writing not to disturb the possession of the Premises by Tenant or the rights of Tenant under this Lease so long as Tenant is not in material default (subject to applicable notice and cure rights in favor of Tenant as contained in this Lease) in the performance of its obligations thereunder and, in the event of foreclosure, Tenant

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agrees to look solely to the mortgagee's interest in the Property for the payment and discharge of any obligations imposed upon the mortgagee or Landlord under this Lease. This clause shall be self-operative, and no further instrument or subordination shall be necessary unless requested by a mortgagee or the insuring title company, in which event Tenant shall sign, within five (5) business days after requested, such instruments and/or documents as the mortgagee and/or insuring title company reasonably request be signed ("**SNDA**").

31. Relocation. At any time after Tenant's execution of this Lease, Landlord shall have the right, upon providing Tenant ninety (90) days' written notice, ten (10) days if Tenant has not yet taken possession of the Premises, to provide Tenant with reasonably similar space elsewhere within McClellan which would accommodate Tenant's Permitted Use ("**Proposed Relocation Space**") and to move Tenant to such space. In the event Landlord moves Tenant to such new space, then this Lease and each and all of the Terms, covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space except that a revised floor plan shall become part of this Lease and shall reflect the location of the new space. Landlord shall be solely responsible for the payment of all moving and relocation expenses of Tenant as are actually incurred in connection with such relocation. For a period of ten (10) days after Tenant's receipt of the notice concerning the Proposed Relocation Space, Tenant may reject such relocation. In such event, Landlord shall have the right to (i) withdraw its intention to relocate, or (ii) terminate this Lease.

32. Estoppel Certificates and Financial Statements.

32.1 Estoppel Certificate. Tenant shall, at any time and from time to time, upon not less than ten (10) days' prior request by Landlord, execute, acknowledge and deliver to Landlord, or to such other persons who may be designated in such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and, if so, the dates to which the Rent and any other charges have been paid in advance, and such other items requested by Landlord, including without limitation, the Commencement Date and expiration date, Rent amounts, and that no offsets or counterclaims are present. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or encumbrancer (including assignee) of the Premises.

32.2 Financial Statements. If Landlord desires to finance, refinance, or sell the Building, or the Property, or any part thereof, Tenant shall deliver to Landlord, or to such potential lender or purchaser designated by Landlord, such financial information regarding Tenant, as may reasonably be required to establish Tenants' creditworthiness. All financial information provided by Tenant to Landlord or any lender or potential purchaser shall be held by the recipient in strict confidence and may not be used or disclosed by the recipient except for the purpose of determining Tenants' creditworthiness in connection with Tenants' obligations under this Lease.

33. Short Form of Lease. Tenant shall not record this Lease, or a short form of this Lease, without Landlord's prior written consent.

34. Signs. Tenant shall not place any sign upon the Premises without Landlord's prior written consent (all such approved signage shall comply with Law and Landlord's signage design criteria, as such exists from time to time). Tenant shall maintain any such signs installed on the Premises. Unless otherwise expressly agreed herein, Landlord reserves the right to install, and all revenues from the installation of, such advertising signs on the Premises, including the roof, as do not unreasonably interfere with the conduct of Tenant's business.

35. [Intentionally Deleted]

36. Force Majeure. In discharging its duties under this Lease, Landlord shall be held to a standard of reasonableness and shall not be liable to Tenant for delays caused by Force Majeure Events.

37. Rules and Regulations. Tenant shall faithfully observe and comply with the nondiscriminatory rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all nondiscriminatory modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy to them to Tenant (a copy of the present Rules and Regulations is

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attached hereto as Exhibit G). Landlord shall use its reasonable efforts to enforce compliance with such rules, but shall not be responsible to Tenant for the nonperformance of any of said rules by other tenants or occupants.

38. Limitation on Liability. In consideration of the benefits accruing hereunder, Tenant and all successors and assigns covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Landlord: (1) Tenant's sole and exclusive recourse shall be against Landlord's interest in the Premises and Tenant shall not have any right to satisfy any judgment which it may have against Landlord from any other assets of Landlord; (2) no member, partner, stockholder, director, officer, employee, beneficiary or trustee (collectively, "**Partner**") of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction over Landlord); (3) no service of process shall be made against any Partner of Landlord (except as may be necessary to secure jurisdiction over Landlord); (4) no Partner of Landlord shall be required to answer or otherwise plead to any service of process; (5) no judgment will be taken against any Partner of Landlord; (6) any judgment taken against any Partner of Landlord may be vacated and set aside at any time nunc pro tunc; (7) no writ of execution will ever be levied against the assets of any Partner of Landlord; and (8) these covenants and agreements are enforceable both by Landlord and also by any Partner of Landlord.

39. Infrastructure Cooperation. Tenant acknowledges that certain utility and/or operation systems which service the Premises and/or the expansion space(s) which are available to Tenant under this Lease may service adjacent premises and/or buildings. In this regard, to the extent that the controls, lines, mechanical systems and/or infrastructure for such systems must be utilized on a non-exclusive basis between Tenant and other third party tenants , as determined by Landlord, Tenant agrees to execute all documentation necessary to provide for such non-exclusive utilization, which documentation, among other provisions, would allocate on a reasonable basis, the expense of use, operation, maintenance and repair of such system between such users, provided that such documentation shall not cause material interference with Tenant's Permitted Use. Tenant shall execute such documentation within ten (10) days following its receipt thereof.

Type text here

40. First Right of Refusal to Lease. Any time during the Term, Landlord shall notify Tenant in writing ("**Interested Party Notice**") of any third party ("**Interested Party**") who expresses a bona fide offer in the leasing of any vacant space on the second floor of the Building ("**First Refusal Space**"), as evidenced by a proposed letter of intent, or similar document, submitted to Landlord by the Interested Party, which Landlord is willing to accept. For a period of five (5) business days following Tenant's receipt of the Interested Party Notice, Tenant shall have the right ("**First Right of Refusal to Lease**") to lease the First Refusal Space identified in and upon the terms and conditions contained in the Interested Party Notice by providing Landlord with written notice of such election ("**Election Notice**"). The failure of Tenant to deliver the Election Notice to Landlord within such time period shall be deemed Tenant's waiver of the First Right of Refusal to Lease and Landlord shall be free to lease the First Refusal Space identified in the Interested Party Notice; provided, however, if Landlord has not entered into a lease transaction with any third party which is materially consistent with the provisions of the Interested Party Notice (a lease rate adjustment of less than 10.00% shall not be deemed material) within two hundred forty (240) days following Tenant's receipt of the Interested Party Notice, the provisions of this Section 40 shall apply to any subsequent bona fide offer for lease of the First Refusal Space which Landlord is willing to accept. In the event that Tenant delivers the Election Notice to Landlord, Tenant and Landlord shall enter into a new lease agreement prepared by Landlord, upon the exact terms and conditions set forth in the Interested Party Notice within thirty (30) days following Landlord's receipt of the Election Notice. Notwithstanding the foregoing, (i) this Section shall not apply to the extension or renewal of an existing tenancy in the First Refusal Space, and (ii) in the event that Tenant is in default at the time of the delivery of the Election Notice to Landlord, the Election Notice shall be deemed null and void at Landlord's election. Upon the sale of the Building by Landlord to an unaffiliated third party, the provisions of this Section 40 shall become null and void.

41. General Provisions.

41.1 CASp Inspection Certification. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist ("**CASp**"). In addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject

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premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." If Tenant desires to obtain such CASp inspection, the CASp party, the scope of the inspection and date such inspection shall be performed shall be subject to the prior written approval of Landlord, which will not be unreasonably withheld. Landlord shall have the right to have a representative present during such inspection. The cost of such inspection shall be paid by Tenant without reimbursement or other payment from Landlord. Any work required to be completed as described in the CASp report shall be performed and paid for by Tenant. Landlord reserves the right to contest the findings in any CASp inspection report obtained by Tenant by having another CASp inspect the Premises.

41.2 Definition of Rent. "**Rent**" or "**rent**" shall mean the total of all sums due to Landlord from Tenant hereunder, including but not limited to Base Rent, Additional Rent, Utilities/Services, and all other fees and charges owed to Landlord as well as all damages, costs, expenses, and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, and, in the event of nonpayment, Landlord shall have all the rights and remedies as herein provided for failure to pay rent.

41.3 Governing Law. This Lease shall be governed by the laws of the State of California and the parties hereto agree that venue shall be proper in any state or federal court located within the state.

41.4 Successors and Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; if Landlord or Tenant is comprised of multiple parties, each of such parties hereto shall be jointly and severally liable hereunder.

41.5 Entire Agreement. This Lease, the exhibits herein referred to, and any addendum executed concurrently herewith, are the final, complete and exclusive agreement between the parties and cover in full each and every agreement of every kind or nature, whatsoever, concerning the Premises and all preliminary negotiations and agreements of whatsoever kind or nature, are merged herein. Landlord has made no representations or promises whatsoever with respect to the Premises, except those contained herein, and no other person, firm or corporation has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord, and Tenant expressly agrees that if any such representations or promises have been made by others, Tenant hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding. Unless otherwise provided herein, no supplement, modification, or amendment of this Lease shall be binding unless executed in writing by the parties.

41.6 Captions. The captions of paragraphs of this Lease are for convenience only, and do not in any way limit or amplify the Terms and provisions of this Lease.

41.7 Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

41.8 Authority. The person(s) executing this Lease warrants that he or she has the authority to execute this Lease and has obtained or has the requisite corporate or other authority to do the same.

41.9 Counterparts. This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each party may execute a facsimile or electronic counterpart signature page of this Lease. Each such facsimile or electronic counterpart signature page shall constitute a valid and binding obligation of the party signing such counterpart.

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41.10 Execution. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate as of the day and year first above written.

LANDLORD:

McCLELLAN REALTY, LLC, a Delaware limited liability company

By:_____

Name:_____

Title:_____

Date:_____

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By:_____

Name: BILL McGUIRE

Title: EXECUTIVE DIRECTOR

Date: 11/14/24

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EXHIBITS

Exhibit A-1 -	McClellan
Exhibit A-2 -	Premises
Exhibit A-3 -	Building
Exhibit A-4 -	Parking Areas
Exhibit B -	Work Letter Agreement
Exhibit C -	Declaration of Lease Commencement
Exhibit D-1 -	Definition of Hazardous Materials
Exhibit D-2 -	Environmental Questionnaire
Exhibit D-3 -	Environmental Information
Exhibit D-4 -	Air Force Notification Request
Exhibit D-5 -	Sewer Use Questionnaire
Exhibit E -	Janitorial Specifications
Exhibit F -	[Intentionally Deleted]
Exhibit G -	Rules and Regulations

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EXHIBIT A-1

McCLELLAN

accs-oct26item03
Attachment 3
Page 4873 of 7368
CICA - 4908

Administrative Record, as submitted by
Twin Rivers Unified School District

EXHIBIT A-1
PROPERTY - MCLELLAN

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 200, SUITE 202
3237 PEACEKEEPER WAY, MCLELLAN

CICA AR 004873

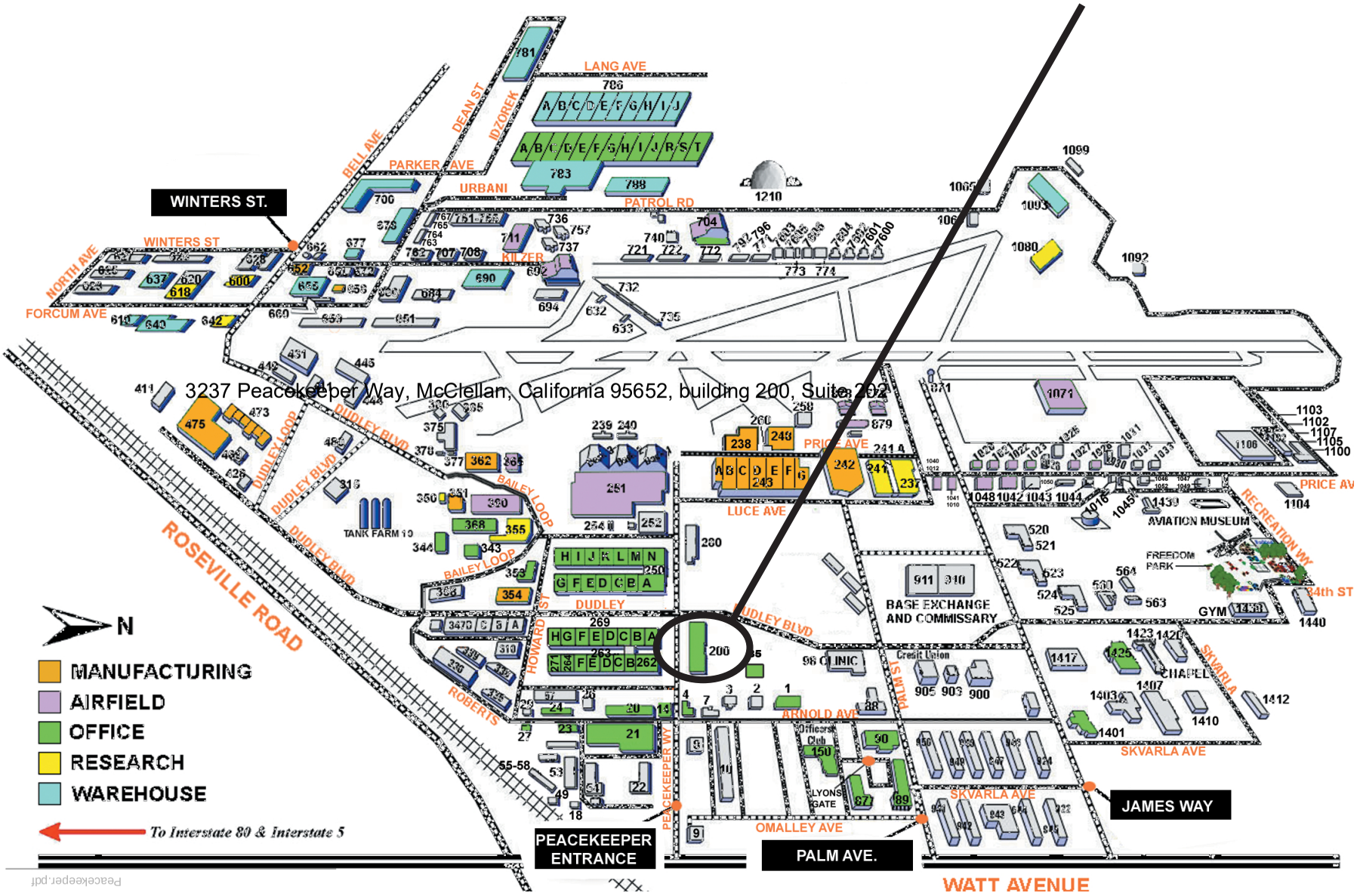

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EXHIBIT A-2

PREMISES

accs-oct26item03
Attachment 3
Page 4875 of 7368
CICA - 4910

Administrative Record, as submitted by
Twin Rivers Unified School District

EXHIBIT A-2
PREMISES

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 200, SUITE 202
3237 PEACEKEEPER WAY, MCLELLAN

CICA AR 004875



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EXHIBIT A-3

BUILDING

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EXHIBIT A-3
BUILDING

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 200, SUITE 202
3237 PEACEKEEPER WAY, MCLELLAN

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EXHIBIT A-4

PARKING AREAS

accs-oct26item03
Attachment 3
Page 4879 of 7368
CICA - 4914

Administrative Record, as submitted by
Twin Rivers Unified School District

EXHIBIT A-4
PARKING AREAS

HIGHLANDS COMMUNITY CHARTER SCHOOL
BUILDING 200, SUITE 202
3237 PEACEKEEPER WAY, MCLELLAN

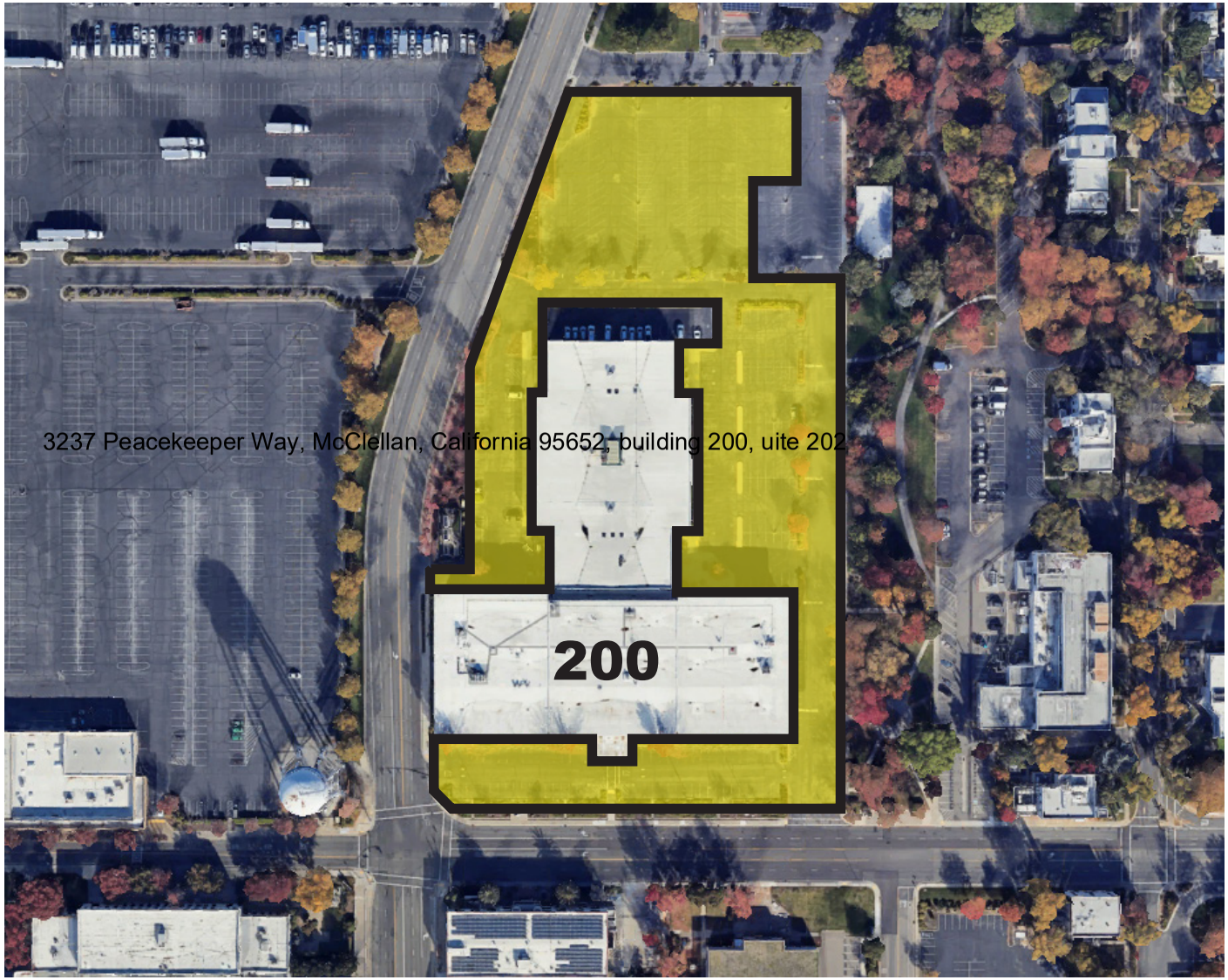

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EXHIBIT B

WORK LETTER AGREEMENT

[Landlord Performs Work]
[Allowance]

This Work Letter Agreement ("**Work Letter**") is executed simultaneously with that certain Net Lease (the "**Lease**") between **HIGHLANDS COMMUNITY CHARTER SCHOOL,** a California public charter school, as "**Tenant**", and **McCLELLAN REALTY, LLC**, a Delaware limited liability company, as "**Landlord**", relating to demised premises ("**Premises**") at the building commonly known as Building 200 (the "**Building**"), which Premises are more fully identified in the Lease. Capitalized terms used herein, unless otherwise defined in this Work Letter, shall have the respective meanings ascribed to them in the Lease.

For and in consideration of the agreement to lease the Premises and the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. **Tenant's Initial Plans; the Work**. Tenant desires Landlord to perform certain leasehold improvement work in the Premises in substantial accordance with the plan or plans (collectively, the "**Initial Plan**") a copy or copies of which is/are attached hereto as Schedule 1. Such work, as shown in the Initial Plan and as more fully detailed in the Working Drawings (as defined and described in Section 2 below), shall be hereinafter referred to as the "**Work**". Not later than thirty (30) days after mutual execution of the Lease and, thereafter, upon three (3) day written request, Tenant shall furnish to Landlord such additional plans, drawings, specifications and finish details as Landlord may reasonably request to enable Landlord's architects and engineers to prepare mechanical, electrical and plumbing plans and to prepare the Working Drawings, including a final telephone layout and special electrical connection requirements, if any. All plans, drawings, specifications and other details describing the Work which have been or are hereafter furnished by or on behalf of Tenant shall be subject to Landlord's approval, which Landlord agrees shall not be unreasonably withheld. Neither the approval by Landlord of the Work or Initial Plan or any other plans, drawings, specifications or other items associated with the Work nor Landlord's performance, supervision or monitoring of the Work shall constitute any warranty by Landlord to Tenant of the adequacy of the design for Tenant's intended use of the Premises. Landlord shall be entitled to a payment of 5% of the cost associated with the completion of Tenant's buildout, which cost shall include architectural and engineering and similar fees and all costs associated with the construction of the space as charged by the general contractor selected to perform the work. This payment is for the coordination and day to day supervision performed by Landlord's staff in completing Tenant's buildout. This payment will be part of the Tenant Allowance package.

2. **Working Drawings**. If necessary for the performance of the Work and not included as part of the Initial Plan attached hereto, Landlord shall prepare or cause to be prepared final working drawings and specifications for the Work (the "**Working Drawings**") based on and consistent with the Initial Plan and the other plans, drawings, specifications, finish details and other information furnished by Tenant to Landlord and approved by Landlord pursuant to Section 1 above. So long as the Working Drawings are consistent with the Initial Plan, Tenant shall approve the Working Drawings within three (3) days after receipt of same from Landlord by initialing and returning to Landlord each sheet of the Working Drawings or by executing Landlord's approval form then in use, whichever method of approval Landlord may designate.

3. **Performance of the Work; Allowance**. Except as hereinafter provided to the contrary, Landlord shall cause the performance of the Work using (except as may be stated or shown otherwise in the Working Drawings) building standard materials, quantities and procedures then in use by Landlord ("**Building Standards**"). Landlord shall pay for a portion of the Cost of Work (as defined below) in an amount not to exceed $144,330.00 (such amount being $15.00 per rentable square foot of the Premises which is to be improved, as described in the Working Drawings) (the "**Allowance**"), and Tenant shall pay for the entire Cost of the Work in excess of the Allowance. If the Allowance specified above exceeds the Cost of the Work, such savings shall be available for Tenant's use for any Alteration approved by Landlord within the first twelve (12) month following the Commencement Date and, if such savings is not exhausted within such time period, Tenant shall have no further right to use the remainder of such savings thereafter. For purposes of this Agreement, the term "**Cost of the Work**"

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shall mean and include any and all costs and expenses of the Work, including, without limitation, the cost of the Working Drawings and of all labor (including overtime) and materials constituting the Work.

4. **Payment**. Prior to commencing the Work, Landlord shall submit to Tenant a written statement of the total Cost of the Work (which shall include the amount of any overtime projected as necessary to substantially complete the Work by the Commencement Date specified in the Lease) as then known by Landlord, and such statement shall indicate the amount, if any, by which the total Cost of the Work exceeds the Allowance (the "**Excess Costs**"). Tenant agrees, within three (3) days after submission to it of such statement, to execute and deliver to Landlord, in the form then in use by Landlord, an authorization to proceed with the Work, and Tenant shall also then pay to Landlord an amount equal to the Excess Costs. No Work shall be commenced until Tenant has fully complied with the preceding provisions of this Section 4. In the event, and each time, that any change order by Tenant, unknown field condition, delay caused by acts beyond Landlord's control or other event or circumstance causes the Cost of the Work to be increased after the time that Landlord delivers to Tenant the aforesaid initial statement of the Cost of the Work, Landlord shall deliver to Tenant a revised statement of the total Cost of the Work, indicating the revised calculation of the Excess Costs, if any. Within three (3) days after submission to Tenant of any such revised statement, Tenant shall pay to Landlord an amount equal to the Excess Costs, as shown in such revised statement, less the amounts previously paid by Tenant to Landlord on account of the Excess Costs, and Landlord shall not be required to proceed further with the Work until Tenant has paid such amount. Delays in the performance of the Work resulting from the failure of Tenant to comply with the provisions of this Section 4 shall be deemed to be delays caused by Tenant.

5. **Substantial Completion**. Landlord shall cause the Work to be "**Substantially Completed**" on or before the "**Anticipated Commencement Date**" subject to "**Force Majeure Delays**" (as such terms are defined in the Lease) and also subject to "**Tenant Delays**" (as defined and described in Section 6 of this Work Letter).

6. **Tenant Delays**. There shall be no extension of the scheduled commencement or expiration date of the Term (as otherwise permissibly extended under Section 5 above) if the Work has not been substantially completed on said scheduled commencement date by reason of any delay attributable to Tenant ("**Tenant Delays**"), including without limitation:

(i) the failure of Tenant to furnish all or any plans, drawings, specifications, finish details or the other information required under Section 1 above on or before the date stated in Section 1;

(ii) the failure of Tenant to grant approval of the Working Drawings within the time required under Section 2 above;

(iii) the failure of Tenant to comply with the requirements of Section 4 above;

(iv) Tenant's requirements for special work or materials, finishes, or installations other than the Building Standards or Tenant's requirements for special construction staging or phasing; or

(v) any other act or omission of Tenant that causes a delay.

7. **Lease Provisions**. The terms and provisions of the Lease, insofar as they are applicable to this Work Letter are hereby incorporated herein by reference. All amounts payable by Tenant to Landlord hereunder shall be deemed to be additional Rent under the Lease and, upon any default in the payment of same, Landlord shall have all of the rights and remedies provided for in the Lease.

8. **Miscellaneous**.

(a) This Work Letter shall be governed by the laws of the state in which the Premise are located.

(b) This Work Letter may not be amended except by a written instrument signed by the party or parties to be bound thereby.

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(c) Any person signing this Work Letter on behalf of Tenant warrants and represents he/she has authority to sign and deliver this Work Letter and bind Tenant.

(d) Notices under this Work Letter shall be given in the same manner as under the Lease.

(e) The headings set forth herein are for convenience only.

(f) This Work Letter sets forth the entire agreement of Tenant and Landlord regarding the Work.

(g) In the event that the final working drawings and specifications are included as part of the Initial Plan attached hereto, or in the event Landlord performs the Work without the necessity of preparing working drawings and specifications, then whenever the term "Working Drawings" is used in this Agreement, such term shall be deemed to refer to the Initial Plan and all supplemental plans and specifications approved by Landlord.

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IN WITNESS WHEREOF, this Work Letter is executed as of the upon which the last party hereto executes this Work Letter.

LANDLORD:

McCLELLAN REALTY LLC, a Delaware limited liability company

By:_____

Name:_____

Title:_____

Date:_____

TENANT:

HIGHLANDS COMMUNITY CHARTER SCHOOL, a California public charter school

By: [signature]

Name: Bill McGuire

Title: Executive Director

Date: 11/14/24

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EXHIBIT C

DELCARATION OF LEASE COMMENCEMENT

This is to confirm that the Commencement Date, as defined in Paragraph 2.2 of the attached lease, for the property commonly known as _____**[Property Address]**_____, Suite #_____ and containing approximately _____ square feet pursuant to the lease dated _____, 20___ between **McCLELLAN REALTY, LLC**, a Delaware limited liability company and ____**[Tenant]**_____,is, for all purposes, agreed to be _____, 20___.

LANDLORD:

McCLELLAN REALTY, LLC, a Delaware limited liability company

By:_____

Name:_____

Title:_____

Date:_____

TENANT:

Highlands Community Charter School, a California public charter school

By: [signature]

Name: Bill McGuire

Title: Executive Director

Date: 11/19/24

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EXHIBIT D-1

DEFINITIONS OF HAZARDOUS MATERIALS

"**Hazardous Materials**" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the Premises are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act; all environmental laws of the state where the Property is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted.

"**Hazardous Materials Laws**" shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities (including without limitation the U.S. Air Force) and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

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EXHIBIT D-2

ENVIRONMENTAL QUESTIONNAIRE

The purpose of this form is to obtain information regarding the use, if any, of hazardous substances in the process proposed on the premises to be leased. Any such use must be approved in writing by Landlord. Prospective tenants should answer the questions in light of their proposed operations on the premises. Existing tenants should answer the questions as they relate to ongoing operations on the premises and should update any information previously submitted. If additional space is needed to answer the questions, you may attach separate sheets of paper to this form. Your cooperation in this matter is appreciated. Any questions should be directed to, and when completed, the form should be mailed to:

Jason Klier, Senior Vice President
McClellan Business Park
3140 Peacekeeper Way
McClellan, CA 95652
(916) 965-7100
jklier@mcclellanpark.com

1. General Information.

Name of Responding Company: Highlands Community Charter and Technical School

Check the Applicable Status: Prospective Tenant ☑ Existing Tenant ☐

Mailing Address: Type text here

1333 Grand Avenue, Sacramento Ca, 95838

Contact Person and Title: Matthew Lemos

Telephone Number: (916) 937-1719 Email: matthew.lemos@hccts.org

McClellan Park (MP) Address of Proposed Premises to be leased:

3237 Peacekeeper Way, McClellan, California 95652, Building 200, Suite 202

Length of Lease Term: 39 months

North American Industry Classification System (NAICS) Code Number: 611110

*Visit the **North American Industry Classification System (NAICS)** website to identify your code at www.naics.com .*

Describe the proposed operations to take place on the property, including principal products manufactured, services and a brief process flow description to be conducted. Existing tenants should describe any proposed changes to ongoing operations.

We operate as a Nonprofit Public Benefit Corporation, community based adult academic and vocational charter school. We operate exclusively for educational, public and charitable purposes within the meaning of Internal Revenue Code section 501(c)(3).

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2. Use and/or Storage of Hazardous Materials.

2.1 Will any hazardous materials be used or stored onsite?

Hazardous Wastes	Yes ☐	No ☑
Hazardous Chemical Products	Yes ☐	No ☑

2.2 Does your business generate hazardous waste? Yes ☐ No ☑

If yes, what is your Generator ID Number? _____

2.3 ***Attach the list of any hazardous materials/wastes to be used, stored, or generated at the premises, its hazard class, the quantities that will be generated on a monthly basis onsite at any given time, and the location and method of storage (e.g., 55-gallon drums on concrete pad).***

Please provide Material Safety Data Sheets (MSDS) on such materials.

2.4 Describe the method(s) of disposal for each waste. Indicate where and how often disposal will take place. N/A

2.5 If you generate a hazardous waste, based on your maximum volume of hazardous waste generated during a calendar month, please check the appropriate box below:

☐ Less than 100 kilograms (220 pounds)
☐ More than 100 kilograms but less than 1000 kilograms (2200 pounds)
☐ More than 1000 kilograms
☐ More than 55 gallons
☐ More than 200 cubic feet

2.6 Has your business filed for a Consolidated Hazardous Materials Permit from the Sacramento County Environmental Management Department?

Yes ☐ No ☑

If so, attach a copy of the permit application.

2.7 Are any of the chemicals used in your operations regulated under Proposition 65?

Yes ☐ No ☑

If so, describe the actions taken, or proposed to be taken, to comply with Proposition 65 requirements.

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2.8 Do you store or use or intend to store or use acutely hazardous materials above threshold quantities requiring you to prepare a Risk Management Plan (RMP)?

Yes ☐ No ☑

3. Storage Tanks/Pumps.

3.1 Are any above or below ground storage of gasoline, diesel, or other hazardous substances in tanks or pumps being used as a part of your present process or proposed for use on this leased premises?

Yes ☐ No ☑

If yes, describe the materials to be stored, and the type, size and construction of the pump or tank. ***Attach copies of any permits obtained for the storage of such substances.***

_____

_____

3.2 If you have an above ground storage tank (AST), do you have a spill prevention containment and countermeasures (SPCC) plan? *(Also see Question 5.1)*

Yes ☐ No ☐ Not Applicable ☑

3.3 Have any tanks, pumps or piping at you existing facilities been inspected or tested for leakage? ***If so, attach the results.***

Yes ☐ No ☐ Not Applicable ☑

3.4 Have any underground storage tanks, sumps or piping been taken out of service or removed at the proposed facility or facilities that you operate?

Yes ☐ No ☐ Not Applicable ☑

If yes, attach copies of any closure permits and clearance obtained from regulatory agencies relating to closure and removal of such tanks.

4. Spills/Leaks.

4.1 During the past year, have any spills occurred on any site you occupy?

Yes ☐ No ☐ Not Applicable ☑

If yes, please describe the spill and ***attach the results of any process conducted to determine the extent of such spills.***

_____

_____

_____

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4.2 Were any agencies notified in connection with spills or leaks from tanks, pumps or piping?

Yes ☐ No ☐ Not Applicable ☑

If yes, describe and ***attach copies of any spill reports or other correspondence with regulatory agencies.***

_____

_____

4.3 Were any clean-up actions undertaken in connection with the spills?

Yes ☐ No ☐ Not Applicable ☑

If yes, briefly describe the actions taken. ***Attach copies of any clearance letters obtained from any regulatory agencies involved and the results of any final soil or groundwater sampling done upon completion of the clean-up work.***

_____

_____

_____

5. Waste Management / Environmental Protection.

5.1 Indicate any environmental permits or plans you have for your operations under the Lease. (*Check all that apply).* ***Attach copies of any hazardous waste permits or licenses issued to your company with respect to its operations on the premises***.

☐	NPDES Permit(s)	Dated (renewal):
☐	MDAQMD Permit(s)	List Source(s):
☐	UST/AST Permit(s)	Tank Numbers:
☐	Hazardous Materials Business	Dated:
☐	Site Specific Spill Plan	Dated:
☐	Spill Prevention, Control and Countermeasures Plan (SPCC)	Dated:

5.2 Has your company filed a biennial report as a hazardous waste generator? ***If so, attach a copy of the most recent report filed.***

Yes ☐ No ☑

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5.3 Are hazardous wastes stores in secondary containments?

Yes ☐ No ☑

Are any of the following materials handled, generated, stored, treated or disposed anywhere at your facility? (*Check all that apply)*

☐ Flammable or combustible liquids
☐ Compressed gases
☐ Hazardous wastes
☐ PCBs
☐ Pesticides
☐ Radioactive materials

5.4 For any items checked above, provide a list of locations where such activities occur. (*Use additional pages if necessary):*

N/A

5.5 Please list all subcontractors that operate under a license within leased or subleased facilities and/or areas (including but not limited to) subcontractors for lighting/electrical, plumbing, HVAC, pest services, landscaping and/or building maintenance services). (*Use additional pages if necessary.)*

RPC Cleaning & Maintenance

Do any of these subcontractors store, mix or utilize chemicals on site? Yes ☐ No ☑

If yes, what types and quantities?

5.6 If you generate hazardous waste, how many employees handle hazardous waste at your facility?

☐ _____# of employee(s) who handle hazardous waste

Indicate the name of the person(s) responsible for maintaining copies of hazardous waste manifests completed for offsite shipments of hazardous waste:
N/A

5.7 Describe the procedures followed to comply with OSHA Hazard Communication Standard requirements.
N/A

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5.8 Is any treatment, processing and recycling of hazardous wastes currently conducted or proposed to be conducted at the premises:

Yes ☐ No ☑

If yes, please describe any existing or proposed treatment, processing or recycling methods.

_____

_____

5.9 Do you ever have any pest control services come to your facility to apply pesticides?

Yes ☐ No ☑

If so, please provide the following information:

Name of Company/Licensed Applicator: _____

6. Wastewater Treatment/Discharge.

6.1 Will your proposed operation require the discharge of wastewater to?

Storm drain	Yes ☐ No ☑	Sewer	Yes ☐ No ☑
Surface water	Yes ☐ No ☑	Industrial discharge	Yes ☐ No ☑

6.2 Does your business have a Sewer Use Questionnaire on file with Sacramento Regional County Sanitation District?

Yes ☐ No ☑

6.3 Is your wastewater treated before discharge?

Yes ☐ No ☐ Not Applicable ☑

If yes, describe the type of treatment conducted.

_____

_____

_____

6.4 Does your business conduct operations outside the building or store materials outside?

Yes ☐ No ☐ Not Applicable ☑

6.5 Do you have a Storm Water Pollution Prevention Plan (SWPPP)?

Yes ☐ No ☐ Not Applicable ☑

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6.6 Does your business have a General Permit for storm water discharge associated with industrial activity?

Yes ☐ No ☐ Not Applicable ☑

6.7 Does your business operate under a National Pollution Discharge Elimination System (NPDES) Permit?

Yes ☐ No ☐ Not Applicable ☑

6.8 ***Attach copies of any wastewater discharge permits issued to your company with respect to its operations on the premises.***

7. Air Discharges. [1]

7.1 Do you have or intend to have any air filtration systems or stacks that discharge into the air?

Yes ☐ No ☑

7.2 Do you operate or plan to operate any of the following types of equipment, or any other equipment requiring an air emissions permit?

Spray booth	Yes ☐	No ☑
Dip tank	Yes ☐	No ☑
Drying oven	Yes ☐	No ☑
Incinerator	Yes ☐	No ☑
Other (please describe)	Yes ☐	No ☑
Boiler	Yes ☐	No ☑
I/C Engine	Yes ☐	No ☑
Emergency Backup Generator	Yes ☐	No ☑
Processes that apply coatings, inks, adhesives or use solvents	Yes ☐	No ☑

7.3 Do you emit or plan to emit any toxic air contaminates?

Yes ☐ No ☑

7.4 Are air emissions from your operations monitored?

Yes ☐ No ☑

1 NOTE: Businesses will have to comply with prohibitory rules regardless of whether they have or need a permit.

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If yes, indicate the frequency of monitoring and a description of the monitoring results.

_____

_____

7.5 ***Attach copies of any air emissions permits pertaining to your operations on the premises.***

8. Enforcement Actions, Complaints.

8.1 Has your company, within the past five years, ever been subject to any agency inspections, enforcement actions, administrative orders, or consent decrees?

Yes ☐ No ☑

If you received inspections by a Federal, State, County or other local regulator within the last year, please list below (***provide a copy of any inspection notices received for the inspections listed below***):

Agency	Inspection Date	Violations Noted?	Violations Resolved?	Violations Unresolved?

If yes, describe the actions and any continuing compliance obligations imposed as a result of these actions.

_____

_____

8.2 Has your company ever received requests for information, notice or demand letters, or any other inquiries regarding its operations?

Yes ☐ No ☑

8.3 Have there ever been, or are there now pending, any lawsuits against the company regarding any environmental or health and safety concerns?

Yes ☐ No ☑

8.4 Has any environmental audit ever been conducted at your company's current facility?

Yes ☐ No ☑

If yes, discuss the results of the audit.

_____

_____

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8.5 Have there been any problems or complaints from neighbors at the company's current facility?

Yes ☐ No ☑

Please describe:

_____

_____

9.0 Construction and Alterations.

9.1 Facility Alterations:

Facility alterations include the placement, construction, modification or demolition/removal of any improvements or structures on your leased premises.

Have you made any facility alterations within the last year? ☐ Yes ☑ No

Did any of the alterations involve Lead Based Paint? ☐ Yes ☑ No

Describe any alterations planned in the next 12 months:

_____

_____

9.2 Identify the point of contact for obtaining Air Force approval of facility alterations/modifications:

Matthew Lemos

10.0 Historic Property.

10.1 List any historical structures located within the leased premises:

N/A

11.0 Restrictions.

11.1 Encroachment Permit:

The Lessee shall not conduct (or permit sublessees or licensees to conduct) any subsurface excavation, digging, drilling or other disturbance of the soil surface unless specifically authorized by the AFRPA. Requests to conduct any of the previously described activities shall be submitted in the form of a completed AFRPA Encroachment Permit.

11.2 Jurisdictional Wetlands:

The Lessee will minimize destruction, loss, or degradation of wetlands found in the leased premises.

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11.3 Endangered Species and Protected Habitat:

The Lessee will consult with the Department of Agriculture, U.S. Fish and Wildlife Service to determine of a mitigation/compensation package for endangered species habitat losses resulting from Lessee's development is required.

12.0 Concerns, Comments and Suggestions.

12.1 Identify any environmental, health, safety or property management concerns, comments, and/or suggestions, which may affect lease compliance (*Use additional pages if necessary):*

_____

_____

_____

The undersigned hereby certifies that all of the information contained in this questionnaire is accurate and correct.

TENANT

Highlands Comm. Charter School,
a California public charter school

By: _____

Name: Bill McGuire

Title: Executive Director

Date: 11/19/24

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EXHIBIT D-3

ENVIRONMENTAL INFORMATION

- Covenant to Restrict Use of Property, Recorded in the Official Records of the county on November 30, 2023, at Page 0956, Book 20231130. A full copy is available to view at Landlord's office.

- Quitclaim Deed between the United States of America and the County of Sacramento, Recorded in the Official Records of the County on July 15, 2010, at Page 0800, Book 20100715. A full copy is available to view at Landlord's office.

- Quitclaim Deed between the County of Sacramento and MP-200, LLC, Recorded in the Official Records of the County on July 15, 2010, at Page 0801, Book 20100715. A full copy is available to view at Landlord's office.

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EXHIBIT D-4

AIR FORCE NOTIFICATION REQUEST

From time to time various environmental proposals, construction projects, and modifications to existing systems will be undertaken by the Environmental Management group at McClellan AFB. These projects may temporarily create disruption in the operation of your business.

To provide adequate notification and to allow your input on these projects, and/or changes, Environmental Management will notify you in advance of new projects or changes.

Please complete the information request form where you would like information sent.

Notification Request Form

Leased Space: 3237 Peacekeeper Way, McClellan, California 95652
Building: Building 200, Suite 202
Bay:
Square Footage: 9,622
Use: Public Education
Lease Start Date: 11/22/24 Lease End Date: 2/22/28
Business Name: Highlands Community Charter and Technical School
Contact Name: Matthew Lemos
Address: 1333 Grand Avenue, Sacramento Ca, 95838
Email: matthew.lemos@hccts.org
Telephone: 916-937-1719

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EXHIBIT D-5

SEWER USE QUESTIONNAIRE
(McClellan Park)

Sacramento Regional County Sanitation District

As part of its mission to provide environmentally sound and economically responsible sewer service to its customers, the Sacramento Regional County Sanitation District (District) has a program to control the types and amounts of waste discharged to the sewer system. As part of this program the District requires that all businesses complete a Sewer Use Questionnaire. This questionnaire must be completed regardless of whether or not the discharge is connected to the sewer or to a septic system. This will allow us to update our records accurately.

Instructions

- Please, print legibly or type.
- Complete all information that applies to your business
- *Optional* information items are not required but may allow us to waive follow-up information requests and/or inspections.

1a.	Name of Responding Company:	
	Mailing Address:	
	Contact Person:	Telephone:
1b.	Proposed/Existing Tenant Company Name: Highlands Community Charter and Technical School	
	Identify Street Address, Suite Nos. and Building Nos. of the facility(ies) at McClellan Park: 3237 Peacekeeper Way, Building 200, Suite 202 **, McClellan, CA 95652**	
	Contact Person: Pramesh Ram	Telephone: 916.844.2283

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2. Description of business(es): Community based adult academic and vocational charter
(list types of products/services/processes)

Administration of educational services for adult learners.

3. Identify total square footage of facility (further detail square footage of differing use: *e.g.*, production, warehouse, office space):

9,622 - classroom and office space.

4. *Optional* - North American Industry Classification System (NAICS) code number: 611110
(formerly SIC code). This entry, either SIC or NAICS, is helpful to us if you have it available.

(If you do not know your NAICS code you may call the Industrial Waste Section at 875-6470 and we can look it up for you.)

5. Number of full-time employees at this location: 24 Type text here

6. Business hours: 8am - 9:30pm

7. Excluding rest rooms, lunchroom, and landscape watering, do you use water in any of your business activities? ☐ Yes ☑ No

8. Describe business activities (processes) which generate wastewater at this location:

N/A

9. Excluding sanitary wastewater, approximate amount of process wastewater discharged to the sewer per day: None

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10. List any substances, materials, or chemicals that may be present in your wastewater.

None

(You may attach additional sheets if necessary.)

11. Do you (or a contractor) discharge or plan to discharge surface cleaning* wastewater to the sewer system at your place of business? ☐ Yes ☑ No

*Surface cleaning is generally defined as any activity which uses powered cleaning equipment and water to remove any substance from outside surfaces. Surface cleaning includes, but is not limited to, transportation related washing (vehicle and lot washing, etc.), structural cleaning (sidewalks, plazas, service stations, buildings, etc.), food related cleaning (restaurant and grocery alleys, kitchen grease fixtures, lunch wagons, etc.).

12. Do you have any of the following? (Circle one)

Sump Oil/sand/water interceptor Grease Trap Grease Interceptor **None**

I certify that the information furnished herein is true and correct to the best of my knowledge. **(Must be signed by operator or manager of the facility.)**

Signature: Matthew Lemos Date: 11/19/24

Name (type or print): Matthew Lemos

Title: Chief Business Official

Make a copy for your records and send completed questionnaire to:

McClellan Park
3140 Peacekeeper Way
McClellan, CA 95652
Attention: Legal Department

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EXHIBIT E

JANITORIAL SPECIFICATIONS

LOBBY RECEPTION AREA

(a) Clean entry glass door inside and outside (Daily)
(b) Clean all metal surfaces. (Daily)
(c) Spot clean walls. (As needed)
(d) Dust vents. (Once per week)
(e) Empty trash receptacle, replace w/liners. (Daily)
(f) Vacuum mats and all carpeted areas. (Daily)
(g) Dust all pictures on walls. (As needed)
(h) Dust window sills. (As needed)
(i) Sweep and mop floor. (Daily)

OFFICE AREAS AND CONFERENCE ROOMS & CUBICLES

(a) Empty all trash receptacles, replace w/liners. (Daily)
(b) Vacuum and all carpeted areas. (Daily)
(c) Dust all horizontal area. (Daily)
(d) Dust window sills. (Daily)
(e) Dust bottoms of chairs. (2X's per week)
(f) Clean all glass. (Daily)
(g) Clean top of credenzas, file cabinets, desks (papers not to be disturbed. (Daily)
(h) Clean white boards. (Daily)
(i) All blinds will be dusted. (2X's per week)
(j) Dust the tops of cubicles. (Daily)

RESTROOMS

(a) Clean and disinfect wash basins, toilets and urinals. (Daily)
(b) Spot clean and disinfect walls. (Daily)
(c) Clean all mirrors. (Daily)
(d) Replenish all paper and soap products. (Daily)
(e) Sweep and mop floors with disinfectant cleaner. (Daily)
(f) Empty trash receptacles, replace with liners. (Daily)
(g) Disinfect all sinks, counters. (Daily)
(h) Replenish sanitary napkins. (Daily)
(i) Dispose of used sanitary napkins in trash dispensers. (Daily)
(j) Clean and disinfect water fountains. (Daily)

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KITCHEN/COFFEE AREAS

(a) Empty trash receptacles, replace with liners. (Daily)

(b) Sweep and mop floor. (Daily)

(c) Wipe clean counters. (Daily)

(d) Tables and counters will be damped wiped. (Daily)

(e) Sinks will be cometized. (Daily)

(f) Microwaves will be cleaned inside and out. (Daily)

(g) Refrigerators will be cleaned inside once per week on Fridays.

(h) Trash containers will be cleaned outside. (Daily)

STAIRCASE/ELEVATOR

(a) Vacuum stairs. (Daily)

(b) Wipe down railing. (Daily)

(c) Polish chrome in elevator. (Daily)

(d) Vacuum carpet in elevator. (Daily)

SUPPLY CLOSET

(a) Neatly store cleaning supplies and equipment. (Daily)

MAINTENANCE

(a) Report any plumbing or maintenance issues, or unusual circumstances. (As needed)

SECURITY

(a) Lock all doors we find locked. (Daily)

(b) All janitorial employees will be uniformed. (Daily)

(c) Set all alarms. (Daily)

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EXHIBIT F

[Intentionally Deleted]

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EXHIBIT G

RULES AND REGULATIONS

1. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally. No tenant shall invite to the demised Premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and facilities of the Building by other tenants.

2. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building outside of normal business hours as Landlord may deem to be advisable for the protection of the property. All tenants, their employees, or other persons entering or leaving the Building at any time when it is so locked may be required to sign the Building register when so doing, and the watchman in charge may refuse to admit to the Building while it is so locked Tenant or any of Tenant's employees, or any other person, without a pass previously arranged, or other satisfactory identification showing his right of access to the Building at such time. Landlord assumes no responsibility and shall not be liable for any damage resulting from any error in regard to any such pass or identification, or from the admission of any unauthorized person to the Building.

3. Landlord reserves the right to exclude or expel from the Building or in regard to any such pass or identification, or from the admission of any unauthorized person to the Building, or any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Building or in violation of any law, order, ordinance, or governmental regulation.

4. The entries, corridors, stairways and elevators shall not be obstructed by any tenant, or used for any other purpose than ingress or egress to and from its respective offices. Tenant shall not bring into or keep within the Building any animal or vehicle.

5. Freight, furniture, business equipment, merchandise and bulky matter of any description ordinarily shall be delivered to and removed from the demised Premises only in the designated freight elevator and through the service entrances and corridors, but special arrangements will be made for moving large quantities or heavy items of equipment and supplies into or out of the Building.

6. All entrance doors in the demised Premises shall be left locked when the demised Premises are not in use.

7. Tenant shall not attach or permit to be attached additional locks or similar devices to any door, transom or window of the demised Premises; change existing locks or the mechanism thereof; or make or permit to be made any keys for any door thereof other than those provided by Landlord. (If more than two keys for one lock are desired, Landlord will provide them upon payment therefor by Tenant).

8. Canvassing, soliciting or peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.

9. Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto or use the name of the Building for any purpose other than the business address of the Tenant.

10. The drinking fountains, lavatories, water closets and urinals shall not be used for any purpose other than those for which they were installed.

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11. No awnings or other projections over or around the windows or entrances of the demised Premises shall be installed by any tenant. Tenant shall not change the draperies or the color of induction unit enclosures in any manner which will alter the Building's appearance from the outside of the Building.

12. Rooms or other areas used in common by tenants shall be subject to such regulations.

13. Landlord is not responsible to any tenant for the non-observance or violation of the Rules and Regulations by any other tenant.

14. Landlord reserves the right by written notice to Tenant, to rescind, alter to waive any rule or regulation at any time prescribed for the Building when, in Landlord's reasonable judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.

15. The Tenant shall not exhibit, sell or offer for sale on the demised Premises or in the Building any article or thing except those articles and things essentially connected with the stated use of the demised Premises by the Tenant without the advance consent of the Landlord.

16. The Tenant shall never use any picture or likeness of the Building in any circulars, notices, advertisements or correspondence without the Landlord's consent.

17. The Tenant shall cooperate fully with the Landlord to assure the effective operation of the Building's air conditioning system. If Tenant shall so use the demised Premises that noxious or objectionable fumes, vapors and odors exist beyond the extent to which they are discharged or eliminated by means of the flues and other devices contemplated by the various plans, specifications and leases, then Tenant shall provide proper ventilating equipment for the discharge of such excess fumes, vapors and odors so that they shall not enter into the air conditioning system or be discharged into other vents or flues of the Building or annoy any of the tenants of the Building or adjacent properties. The design, location and installation of such equipment shall be subject to Landlord's approval.

18. All loading and unloading of merchandise, supplies, materials, garbage and refuse shall be made only through such entryways and elevators and at such times as the Landlord shall designate. In its use of the loading areas in the basement, the Tenant shall not obstruct or permit the obstruction of said loading area and at no time shall park or allow its officers, agents or employees to park vehicles therein except for loading or unloading.

19. There shall not be used or kept anywhere in the Building by any tenant or persons or firms visiting or transacting business with a tenant any hand trucks, except those equipped with rubber tires and side guards, or other vehicles of any kind.

20. The Tenant shall not contract for any work or service which might involve the employment of labor incompatible with the Building employees or employees of contractors doing work or performing services by or on behalf of the Landlord.

21. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the demised Premises without the prior written consent of the Landlord.

22. No sign, advertisement notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside or inside of the demised Premises or of the Building, without the prior written consent of Landlord. In the event of any violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for Tenant by Landlord at the expense of Tenant, and shall be of a quality, quantity, type, design, color, size, style, composition, material, location and general appearance acceptable to Landlord.

23. The sashes, sash doors, skylights, windows and doors that reflect or admit light or air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels, or other articles be placed on the window sills, or in the public portions of the Building.

24. Tenant shall not mark, paint, drill into or in any way deface any part of the demised Premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct.

25. No animal or bird of any kind shall be brought into or kept in or about the demised Premises or the Building.

26. Neither Tenant nor any of Tenant's agents, servants, employees, contractors, visitors or licensees shall at any time bring or keep upon the demised Premises any inflammable, combustible or explosive fluid, chemical or substance.

27. No additional locks, bolts or mail slots of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any change be made in existing locks or the mechanism thereof. Tenant must, upon the termination of the tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

28. Landlord shall have the right to prohibit any advertising referring to the Building which, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as a first-class building for offices, and upon notice from Landlord, Tenant shall refrain from or discontinue such advertising.

29. Tenant's contractors shall, while in the Building or elsewhere in the complex of which the Building forms a part, be subject to and under the control and direction of the Superintendent of the Building (but not as agent or servant of said Superintendent or of Landlord).

30. If the demised Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the demised Premises by Tenant, its agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith at Tenant's expense cause the same to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.

31. The requirements of Tenant will be attended to only upon application at the office of the Building. Building personnel shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.

32. Excepting bottled water utilized by Tenant, no water cooler, air conditioning unit or system or other apparatus shall be installed or used by Tenant without the written consent of Landlord.

33. Tenant shall install and maintain, at Tenant's sole cost and expense, an adequate visibly marked (at all times properly operational) fire extinguisher next to any duplicating or photocopying machine or similar heat producing equipment, which may or may not contain combustible material, in the demised Premises.

34. Tenant shall not use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the demised Premises, nor shall Tenant use any picture of the Building in its advertising, stationery or in any other manner without the prior written permission of Landlord. Landlord expressly reserves the right at any time to change said name without in any manner being liable to Tenant therefor.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

April 2, 2025
To: Sergey Ivanyuk
From: HCCTS - Human Resources

Re: Status - Notice of Placement on Unpaid Leave

Dear Mr. Ivanyuk,

After careful consideration and due to ongoing performance concerns, you are being placed on unpaid leave effective Wednesday, April 2nd, until next Wednesday, April 9th. This decision has been reached following a thorough review of your work performance over the past months with the Trucking Program at HCCTS. The areas of concern which are critical to your position and the overall success of the organization are detailed below:

- **Failure to Produce Accurate Reports:** Your role requires the precise and timely reporting of all relevant information, particularly when reports are requested regarding the program you oversee. This is essential to ensure compliance with state regulations. When asked to provide accurate data concerning the Trucking program to our overseeing entity, you omitted critical information necessary for proper reporting.

- **Inaccurate Reporting:** Producing accurate and reliable reports is a core responsibility of your position. However, recent reports have included errors or lacked essential data on the organization's decision-making processes for the CTE–Trucking program. These inaccuracies have compromised the trust that must exist between your role and the departments that rely on this information.

You are expected to return to work on Thursday, April 10th, unless otherwise notified in writing. During your unpaid leave, Human Resources and your supervisor will continue to review your performance and determine any further actions necessary in accordance with HCCTS policies.

A copy of this letter will be placed in your personnel file. You may submit a written response within ten (10) days of the date of this notice, which will be reviewed and attached to your file accordingly.

If you have any questions regarding the terms of this leave, please contact the Human Resources Department.

Sincerely,

Jasmine Gibbs
Director of Human Resources
HR@hccts.org

cc: Personnel File

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Delivery of Document Signatures:

Employee Signature: _____ **Date:** 4/2/25

HR Signature: _____ **Date:** 4/2/25

City of
SACRAMENTO
Police Department

KATHERINE LESTER
Chief of Police

5770 Freeport Blvd., Suite 100
Sacramento, CA 95822-3516

(916) 808-0800
Fax: (916) 808-0818
www.sacpd.org

November 4, 2025

To: Highlands Charter School

This memo is written to confirm that the Sacramento Police Department is no longer receiving Training from the Highlands Charter Truck Driving School and in no way partners with the Highlands Charter School for this training program; Sacramento Police Department employees have no access to the school.

While, the Highlands Charter had previously provided drivers training free of charge to select employees of the Sacramento Police Department for a work-related purpose, that training and relationship ceased in February of 2025.

Respectfully,

Adam Green
Deputy Chief of Police
Sacramento Police Department

The Mission of the Sacramento Police Department is to work in partnership with the Community to protect life and property, solve neighborhood problems, and enhance the quality of life in our City.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 20, 2024

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Complaint/Request for Information for CTE Truck Driving Program - TRUSD Requests regarding HCCTS' 11/1/24 Response

Dear Ms. Carreon,

On December 2, 2024, HCCTS received a follow-up response from TRUSD regarding the CTE Truck Driving program. We have prepared the following letter in response.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Volunteer Teacher
Since 2014, there has been only one truck driving teacher at the HCCTS truck driving program, Sergey Ivaniuk who confirmed that he volunteered his time to provide instruction to the non-students.

Non-Student Instructional Days
According to the information provided by Sergey Ivaniuk, Truck Driving Coordinator, in the meeting held on October 18, 2024, with the Director of Accountability and Assessment, Melissa Roberson, the direct instruction and classes for non-students were only held on the first and third Saturday of the month seasonally since 2014. Upon further investigation during the December 4, 2024 meeting between the Director of Accountability and Assessment, Melissa Roberson, Sergey Ivanyuk revealed that while the direct instruction was held on the weekends, students stopped by during the week to take tests. He also stated that he could not turn the students away. According to Sergey, there is no additional documentation regarding the non-student participation in the Truck Driving program.

Non-Student Data Discrepancy
HCCTS informed TRUSD that 49 non-students had utilized the truck driving program since 2014 because that was the information provided by Sergey Ivanyuk on October 18, 2024. As identified by TRUSD, 49 was an error since one student's name occurred on the list twice, so HCCTS should have reported 48.

Following the most recent request from TRUSD which contained an additional list of students and non-students, Sergey revealed that due to poor record keeping, he was unable to verify the total number of non-student participants who had utilized the truck driving program. He did however confirm that of the 12 names on the “Unofficial Class A Awards” document sent by TRUSD to HCCTS, 10 of them were non-students, one was a student at CICA, and one was a student at Highlands. Please see below.

Name	**Program Type**	**Status at the Time of Participation**
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Highlands Student	Student

[redacted]	Scholarship	HCCS Alumni/ Graduate
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	CICA Student	Student

As stated above, there is no additional documentation available. As a result of identifying this gap, HCCTS has taken corrective measures to improve record keeping.

Partnerships

	Agreement	**Documentation**	**Notes**
Volunteers of America (VOA)	Verbal	None	Ward Allen reached a verbal agreement, where VOA promised rent and facilities in exchange for the truck driving training of individuals from VOA who didn't have a high school diploma. As a result, our program moved to 10620 Shirra Avenue, Sacramento, CA 95655. However, a few months later, VOA demanded $110,000 for the space. We had no intention of making any payments, and since they also stopped sending us students, we decided to move.
Local 185	Verbal	Non-Executed Draft	An explanation was provided in the previous letter.
Sacramento Police Department	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

Sheriff's Office	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

HCCTS had no fiscal exchanges from Labor 185, VOA, or the sheriff's office. As of today, there have not been improvements for the 23-24 school year from Labor #185, and starting January 6, 202,5 HCCTS will no longer serve non-students in the CTE Truck Driving Program.

Scholarship

All the individuals that fall under this category are former students who graduated from Highlands and returned to finish the Truck Driving Program.

The information above was provided by Sergey Ivaniuk, the Truck Driving Program Coordinator, and the Truck Driving program.

Truck Driving Important Update

serg.ivanyuk@hccts.org Sergey Ivanyuk
To: ronald.motley@hccts.org Ronald Motley Jr., andrey.fedorov@hccts.org Andrey Fedorov, francis.storey@hccts.org Francis Storey, linda.fowler@hccts.org Linda Fowler
Cc: andrew.michaud@hccts.org Andrew Michaud, lee.farrand@hccts.org Lee Farrand, autumn.emond@hccts.org Autumn Emond

Truck Driving Team,
After diligently working with Local 185 and other partners for many years, we officially discontinued this practice as of yesterday, 01/14/2025. If you have any questions or concerns, please let
--

-- With appreciation,

Serge Ivanyuk | Truck Driving Coordinator |

"Keep On Truckin"

A: 8180 Industrial Parkway, Sacramento, CA 95824
C: 916.338.9882
P: 916-400-4357
w: hccts.org | "It's Never Too Late..."

Employee	Job Title	Start Date	End Date
Sergey Ivanyuk	Truck Driving Coordinator	8/11/2014	06/30/2025
[redacted]	Instructional Paraeducator II	9/01/2015	06/30/2025
Ronald Motley	CTE Teacher	08/18/2023	06/16/2025
Andrey Fedorov	CTE Teacher	05/05/2023	06/30/2025
Elvira Harris	CTE Principle	01/18/2019	06/30/2025
Lee Farrand	Director of Workforce	08/04/2014	06/30/2025
Christina Martinez	Director of CTE and Adult Education	10/10/2017	09/19/2025

Truck Driving Program Investigation and Program Review:

On December 16, 2024, Human Resources Director Gibbs requested an investigation be conducted by Investigator Keller. Director Gibbs advised the investigation involved a person (staff) giving false information to executive leadership. This was related to concerns that Truck Driving Program Coordinator Sergey Ivanyuk was providing instruction to non-students and the integrity of the data he was providing to leadership.

On February 3, 2025, HCCTS received a letter from the Twin Rivers Unified School District regarding the Truck Driving Program. TRUSD was requesting additional information about the program and had specific questions they wanted answered. Through the course of this investigation/review many of the TRUSD questions were answered. All, of the TRUSD questions have been answered on the ***"TRUSD Questions--Reponses"*** document (contained in case file).

Investigation and Program Review included:

- Interviews:
  - Sergey Ivanyuk—Truck Driving Program Coordinator
    - With the program since the start, starting as a paraeducator
    - Previously owned his own truck driving company
  - Andrey Fedorov—Teacher
    - Employed with HCCTS since May 2023, started as a paraeducator
    - Was a member of Local 118 Union and was able to attend HCCTS Truck Driving Program through Local 185
    - Obtained CDL in 2021
  - Ronald Motley—Teacher
    - Started in July 2023
    - Teaches classroom portion of truck driving school
    - Obtained CDL in 2015
    - Previously worked for a trucking company and assisted with training
  - [redacted]—Paraeducator
    - Employed with HCCTS since 2015, started as a janitor
    - Since August 2024, paraeducator in Truck Driving Program
    - After graduating from HCCTS, he attended the HCCTS Truck Driving Program and obtained his CDL in August 2023
  - Linda Fowler—Site Coordinator
    - 2014, worked with Ward Allen to start HCCTS
    - Previous Twin Rivers Board member
    - Previous HCCTS Board member
  - Lee Ferrand—Director of CTE
    - Involved since the start in 2014 (From 2016—2020, was not involved with the Truck Driving Program)
    - Part of creating the program with Ward Allen and others

- Babak Hejran—CTE Program Coordinator
  - HCCTS employee for 11 months
  - Involved in Truck Driving Program "Operations"
    - Scheduling and managing the Cohorts
    - Providing supplies to teachers
- Elvira Harris—CTE Principal
  - HCCTS employee since 2020
  - Principal over Truck Driving Program since July 2022
  - Principal of CTE
- [redacted]—Sergeant, Sacramento Police Department
- Doyle S. Radford Jr.—Business Manager, Local 185 Union
- Chief Academic Officer—Local, Private Truck Driving School
- [redacted]—Officer, Sacramento Police Department
- Michael Reid—President, Doc Smith Legacy Foundation
- [redacted]—2021 HCCTS Graduate—Received DSLF scholarship
- [redacted]—2023 HCCTS Graduate—Was granted a DSLF scholarship and it was withdrawn while he was attending the program
- Bryce Pressley—HCCTS Staff—Community Outreach Liaison
  - Volunteer for DSLF along with Elizabeth Baskins
- [redacted]—HCCTS Graduate—Received DSLF scholarship
- [redacted]—Officer, Sacramento Police Department
- [redacted]—2022 HCCTS Graduate—Listed as receiving a Truck Driving Program scholarship
  - Per [redacted] he never received a scholarship and he never attended the Truck Driving Program

- Internal/External Documents:
  - Internal school records, numerous trucking datasheets, hardcopy files
  - Federal Motor Carrier Safety Administration—FMCSA
  - FMCSA Training Provider Registry
  - Department of Consumer Affairs—Bureau for Private Postsecondary Education (BPPE)
  - California DMV Commercial Driver's License Handbook
  - HCCTS cancelled DMV Checks from: July 1, 2022 - January 22, 2025
  - HCCTS DOT medical payments from: July 1, 2022 - February 3, 2025

History of HCCTS Truck Driving Program:

Per Linda Fowler, in 2014 Twin Rivers terminated the Adult Education Program because the legislator had changed school funding from "restricted" to "unrestricted" and this allowed the funding to go into the General Fund. This change led to the Adult Education Program ending and employees being terminated.

Fowler says Ward Allen asked if she would support a Charter school and she assisted him with getting HCCTS approved. Since Twin Rivers had eliminated Adult Education,

all the equipment became surplus, including the commercial trucks. The commercial trucks were transferred to HCCTS at no charge. Ward Allen was a “certified truck driver” and he had an administrative credential, so that was the beginning of the HCCTS Truck Driving Program.

Fowler advised initially the classroom portion of the Truck Driving Program was held at Grand Ave and the truck driving portion was conducted on Bell Avenue at the Sacramento Food Bank. Fowler advised the program then moved to the Volunteers of America at Mather. The VOA had transitional housing at Mather and part of the agreement with VOA was they were supposed to provide students for HCCTS (academic students, not truck driving students). Fowler advised there was a disagreement about the arrangement between HCCTS and VOA that led to the HCCTS Truck Driving Program being evicted. After leaving VOA, the Truck Driving Program moved to its current location, 8180 Industrial Parkway. Fowler advised to her knowledge there was never an MOU or contract with VOA or any other organizations that received training. Fowler advised there has been no connection with VOA since HCCTS left their property.

Per Director Farrand, the VOA participants were individuals that were living in the VOA and they were enrolled as HCCTS students. Farrand states only HCCTS enrolled students from VOA attended the Truck Driving Program.

Per Coordinator Ivanyuk, members of the Sacramento Sheriff’s Office and the Sacramento Police Department needed Commercial Driver’s Licenses for fuel trucks and other large department vehicles. Ivanyuk advised HCCTS Board member Sondra Betancourt and former Director Smith had relationships with those departments and the officers were allowed to attend the training. Ivanyuk advised the law enforcement officers completed the classroom portion on their own and HCCTS only provided the pre-trip inspection and driving portion. Ivanyuk advised there was never any money paid by these departments for the training they received.

Per Doyle Radford Jr. (Local 185, Business Manager), Local 185 was involved with the HCCTS Truck Driving Program because his father Doyle Radford Sr. (deceased and previous Local 185, Business Manager) was on the HCCTS Board and the school wanted more students for the Truck Driving Program. Local 185 provided HCCTS with additional students. Radford Jr. advised there was never any type of contract or MOU with HCCTS and Local 185 never paid money to the program. Radford Jr. advised in 2019, the “Pre-Apprentice” volunteers performed parking lot slurry and stripping and in 2019/2020, Northern California Construction Training (NCCT) provided demolition work. Radford Jr. advised they stopped doing volunteer work for HCCTS over concerns of liability if someone was injured. Radford Jr. states they have donated a few items over the years including delineators and some tools to the program.

Public-Non-Profit Truck Driving School versus Private Truck Driving School:
Chief Academic Officer—Local, Private Truck Driving School, provided the following information:

- Private truck driving schools are regulated by the Department of Consumer Affairs—Bureau for Private Postsecondary Education (BPPE)
  - If an institution was receiving tuition money for training, it would potentially have to comply with all BPPE licensing and regulations
- Both Public-Non-Profit truck driving schools and private truck driving schools are regulated by FMCSA (Federal Motor Carrier Safety Administration)
- FMCSA requires all schools to comply with ELDT (Entry-Level Driver Training), including:
  - All schools must meet minimum Federal requirements
  - All schools must enter their students into the ELDT Training Provider Registry
- No mandated curriculum for either school but they must teach the material in the California DMV Commercial Driver's License Handbook
- Private truck driving schools are normally a 4-week program
- Private truck driving schools normally cost between $2500.00—$8000.00

Note: *HCCTS is registered with FMCSA as an ELDT Provider and appear to be in compliance with all of the ELDT requirements.*

Notable Differences between HCCTS and private truck driving schools:
Many private truck driving schools advertise 4-week (160 hours) programs to obtain Commercial Driver's License. These schools require the students to have passed their DOT Medical Exam and have their **Commercial License Permit,** prior to starting their 4-week program.

HCCTS students start the program without their DOT Medical Exam or their **Commercial License Permit**. Per Ivanyuk, the HCCTS program is currently scheduled to be 18 weeks long and the first 4-weeks are preparing to receive their **Commercial License Permit** and complete their DOT Medical Exam.

Most private truck driving schools require students to have a valid Class-C or Class-B license to attend and require a DMV H6 printout (ten-year driving record). The driver's history is reviewed to ensure there are no recent DUI's or other violations that would prevent DMV from issuing the Class-A license. If the student is not eligible to obtain the Class-A license they are not allowed to attended the school.

During Farrand's interview she stated the students are required to take the DMV H6 printout (ten-year driving record) to Ivanyuk when they start the class. Director Farrand went on to say *"we used to make them do it, so maybe they don't anymore."* During Ivanyuk's interview he advised he does not know anything about reviewing driving records. So, currently it appears HCCTS does not review the student's driver record or

confirm they have a valid Class-C license (normal driver's license). On March 11, 2025, it was discovered that a student, that had been in the class for several weeks, did not have any type of driver's license.

HCCTS Practices:

HCCTS pays all the students DMV license fees, including DMV re-test fees and endorsements. DMV fees range in cost from $36.00 to $98.00. HCCTS pays for the students DOT Medical Exams and the cost for the exam is $125.00 and the drug screening is $80.00 ($205.00). HCCTS also pays the medical re-test exam fee, if it is required. Ivanyuk advised in 2024, HCCTS paid for 2 students to attend a Substance Abuse Program (SAP) after they failed their drug screening. Attending SAP is required by ELDT if a student fails the drug screening test. Ivanyuk advised they are no longer paying for the SAP. HCCTS also pays the $86.50 TSA fee for any students that obtain a hazmat endorsement.

Ivanyuk advised HCCTS paid these fees for all students and non-students including Local 185, "sponsorship" and VOA students. Ivanyuk advised HCCTS stopped paying the Local 185 fees around June 2024 and VOA has not had any students in the program since HCCTS moved from the VOA property in 2018.

Ivanyuk advised HCCTS has never paid the DMV fees for any law enforcement participants or paid their DOT medical fees. During a review of the canceled DMV checks, a $98.00 check was located that had been used by a Sacramento Police Department officer in April 2024, for their Commercial License Permit. A review of the DOT medical payment records showed that in July 2022, HCCTS paid for a Sacramento Sheriff's deputies DOT medical and urine test ($167.00 total).

"Scholarships":

During the January 19, 2025 meeting with Ivanyuk he advised the term "scholarship" was used for 2 graduated and returning students, one of which has been a HCCTS employee since 2015. Ivanyuk identified that employee as [redacted] and the "scholarship" student as [redacted]. The returning students were allowed to participate in the training at no-cost and their DMV/DOT medical fees were paid by HCCTS. Ivanyuk stated there were no other financial disbursements.

During Director Farrand's interview, she was asked about people attending the Truck Driving Program through Doc Smith Legacy Foundation Scholarships. Director Farrand advised alumni would submit an applicant to the foundation and it would be reviewed by Mike Reid and former Director Smith. If the person was approved, they would be granted a scholarship. Director Farrand stated, "*to my knowledge no money has ever been exchanged for those students."* Director Farrand advised these "scholarship" students would only be allowed to participate if there was available space in the class.

Per Doc Smith Legacy Foundation President Michael Reid, two students did receive scholarships money to attend the Truck Driving Program. Mr. Reid identified the students as [redacted] and [redacted]. Mr. Reid, (per his email) advised, *"It is our understanding that the fee amount was $3800 with funding transfer to HCCTS."*

HCCTS—Community Outreach Liaison employee Bryce Pressley advised he is a volunteer for the Doc Smith Legacy Foundation along with HCCTS employee Elizabeth Baskins. Pressley advised that [redacted] had received a DSLF scholarship to attend the Truck Driving Program and he was not sure on the actual dollar amount. Pressley did not know if the scholarship money was refunded to DSLF after [redacted] could no longer participate in the program ([redacted] was stopped because of the January 2025 directive). Pressley advised he thought there were only 3 people that had received DSLF scholarships to attend the Truck Driving Program. Pressley advised that the scholarship approval process goes through Mr. Reid and after the scholarship is approved, it is sent to "*our banking at F&M Bank. And they, uh, process the checks."*

During contacts with Ivanyuk he never mentioned the scholarship students [redacted] or [redacted]. In records provided by Ivanyuk, he had [redacted] listed as an "HCCS" student even though he received a DSLF scholarship. [redacted] name was not located on any of Ivanyuk's documents. When Ivanyuk was asked about [redacted], he forwarded emails about [redacted] receiving the DSLF scholarship. This email is dated June 20, 2024 and Ivanyuk was named as [redacted] point of contact. This email also says, *"This program is valued at $3800.00."* During the interview with Truck Driving Program Principal Elvira Harris, she was asked about the non-students attending the program. Harris advised she was aware of it but she wasn't in charge of it and she was only focused on the HCCTS students. In a follow-up email, Harris wrote:

- *I am not familiar with the names of any non-students and I have not had any contact with these non-students.*
- *Additionally, I have not spoken to staff or communicated regarding any non-students at truck-driving as that was not part of my responsibilities under academics, nor part of my check-ins with the teachers.*
- *Responsibilities for principals in academics have to do with students and teachers, rather than non-students that I don't have knowledge of. I would defer to my supervisor, Kris Macias, the director of instruction and professional learning for further information on anything regarding academics of HCCTS students and certificated or instructional staff.*

Principal Elvira Harris was the only school administrator listed on Mitchell's June 20, 2024, DSLF scholarship notification email.

On March 11, 2025 Ivanyuk was directed to answer several written questions related to this investigation. One of the questions he was asked to answer was: ***Since the beginning of Trucking, how many students have attended on "Scholarship"? I am aware of [redacted] and [redacted] are there any others? If yes, please provide name and the years they attended?*** Ivanyuk provided the following response:

That is a very difficult question to answer. Since we began, Ward Allen has been working with VOA (Volunteers of America) and the Senior Gleaners Food Bank. I don't have the exact number of participants. To my knowledge, the most recent participants went through DSLF. We have also trained students who graduated and came back as alumni and were sent by counselors.

1. [redacted] *Jr -DSLF*
2. [redacted] *-2023 - Approved by Doc*
3. [redacted] *-Class B License - HCCS Employee -Discontinued*
4. [redacted] *#46969 - Alumni*
5. [redacted] *- 2022 - Alumni*

Investigator Note: *On 03/20/2025, Investigator spoke with* [redacted] *by phone.* [redacted] *advised he was a 2022 HCCTS graduate.* [redacted] *advised he was never a part of the Truck Driving Program and he never received any type of scholarship.* [redacted] *states he has no idea why he would have been listed as a student in the program.*

Ivanyuk also did not list [redacted] *as a DSLF recipient or that* [redacted] *participated in the Truck Driving Program, even though Ivanyuk was the one that forwarded investigator the email about* [redacted] *receiving the DSLF scholarship. During an interview with* [redacted]*, he advised he attended the Truck Driving Program for a few days and then stopped going, primarily because of transportation issues.*

Non-Students that Participated in HCCTS Trucking Program

Ivanyuk was directed to answer several written questions related to this investigation. One of the questions he was asked to answer was: ***Any personal friends/relatives of HCCTS employees that were NOT registered HCCTS students, ever receive training? If yes please provide name and year of training.*** Ivanyuk provided the following response:

To the best of my recollection, I am only aware of the training provided to the individuals listed below who had a connection to HCCTS employees.

1. [redacted] *- Approved by Doc Smith - Son of Dorthy Humphers - 2023*
2. [redacted] *- Approved by Doc Smith - Mother of Maria* [redacted] *- No longer with Highlands.- 2018*
3. [redacted] *- Local 185/118 - 2022 - Sergey Ivanyuk - He's an acquaintance. His wife ran a daycare that I used in the past.*

Truck Driving Program— Statistical Information:

The majority of the data and records for the Truck Driving Program are collected and maintained by Ivanyuk. Throughout this investigation, documents and records reviewed have contained errors, omissions, and inaccurate data.

On 03/11/2025, Ivanyuk was given a set of written questions to answer. One of the questions was: ***For the following school years, how many students were enrolled in Truck Driving Program and how many successfully obtained their CDL?***

a. 2022—2023:
b. 2023—2024
c. 2024—2025

This question was later clarified for Ivanyuk, advising him to provide the number of all "participants" and their organization.

On 03/21/2025 Ivanyuk sent his most recent statistical information.
Truck Driving Enrollment - Google Sheets

Per Ivanyuk data:

- **2022-2023:** 126 Enrolled - 14 obtained CDL
  - 112 HCCTS students—7 obtained CDL
  - 8 Local 185 students—1 obtained CDL
  - 2 Scholarship students—2 obtained CDL
  - 2 Sac PD—2 obtained CDL
  - 2 SSD—2 obtained CDL
- **2023- 2024:** 123 Enrolled – 14 obtained CDL
  - 105 HCCTS students—7 obtained CDL
  - 8 Local 185 students—1 obtained CDL
  - 4 Scholarship students—2 obtained CDL
  - 5 Sac PD—2 obtained CDL
  - 1 SSD—2 obtained CDL
- **2024-2025: 94 Enrolled—22 obtained CDL**
  - 89 HCCTS students—20 obtained CDL
  - 4 Local 185 students—1 obtained CDL
  - 0 Scholarship students—0 obtained CDL
  - 1 Sac PD—1 obtained CDL
  - 0 SSD—0 obtained CDL

Investigator selected the 2023-2024 year to review since it was the most recent and completed year. The data and documents Ivanyuk submitted were inaccurate and had numerous discrepancies.

Ivanyuk was asked about some of the inaccurate data he submitted on 03/21/2025 and several of the errors were pointed out to him. Tables below show some of the errors:

23-24 Truck Driving Enrollment Ivanyuk Document—Submitted 03/21/2025

Type Enrollment	Number of Students	Class "A"
HCCS Students	**105**	7
Local 185	8	1
Scholarship	4	2
SPD	5	2
SSD	1	2
Total	123	14

03/24/2025, after being asked about the inaccurate data, Ivanyuk revised the data with the following:

23-24 Truck Driving Enrollment: Revised—03/24/2025

Type Enrollment	**Number of Students**	**Class "A"**
HCCS Students	**105**	**15**
Local 185	**8**	**3**
Scholarship	**4**	**2**
SPD	**5**	**4**
SSD	**1**	**1**
Total	**123**	**25**

23-24 Truck Driving Enrollment: Revised—03/24/2025—Few hours later in the day another revision

Type Enrollment	**Number of Students**	**Class "A"**
HCCS Students	**107**	**15**
Local 185	**8**	**3**
Scholarship	**4**	**2**
SPD	**5**	**4**
SSD	**1**	**1**
Total	**125**	**25**

On 03/11/2025, Program Coordinator Hejran emailed investigator several Truck Driving Program documents/Data sheets. One of the items he emailed was:
Truck Driving Class A - Google Sheets

"Truck Driving Class A—Statistics"

	# Participants	Active	Completed	Dropped	CLP	ELDT	Master Core	Completed Class	Permit	Licensed
23-24	92	0	15	38	0	0	0	15	50	15

Data Reporting and Analysis Manager Mark Lutgen was asked to provide the number of registered students in the Truck Driving Program by school year from 2022—2025. The information Mr. Lutgen provided listed **128** HCCTS students enrolled in "one or more" of the Trucking classes for the 2023—2024 school year.

2023—2024 HCCTS Student numbers reported by:

- **Ivanyuk: 105** students or the next revision has **107** students
- **Hejran**: **92** Participants
- **Lutgen: 128** enrolled

The continuation of inaccurate data is deeply concerning and questions the validity of all the data provided by Ivanyuk. Due to the lack of direct supervision and oversight, any data provided about the Truck Driving Program is unverifiable and the accuracy is highly questionable.

Investigative Findings:

The HCCTS Truck Driving Program started operation in 2015 and early in the program HCCTS Leadership allowed non-HCCTS students to attend. On January 14, 2025, Ivanyuk was given a written directive to stop serving non-students. Since that time, there have not been any non-students participating in the Truck Driving Program. By stopping the non-student participation this has solved the issue of paying for non-students DMV and DOT Medical Exam fees.

In the review of this program there appears to have been minimal oversight by supervisors and the Program Coordinator, Sergey Ivanyuk, has been allowed to run the program as he thought was appropriate. In addition to running the operations of the program, Ivanyuk was also responsible for keeping the administrative records.

During this investigation of the program, many records and documents were reviewed. Many of the documents and records had errors, discrepancies, and omissions in the data. The documents and records have primarily been created and maintained by Ivanyuk and even during this investigation he has continued to provide new documents

that were inaccurate. There are no supervisors involved in the data reporting to review the information and confirm its accuracy. It is difficult to say if these discrepancies were made by poor record keeping/reporting or if Ivanyuk has intentionally misrepresent data.

Program Coordinator Ivanyuk stated both in an interview and in an email, that nobody from the Sacramento Police Department or the Sacramento Sheriff's Office ever received DMV checks or HCCTS provided DOT Medical Exams. A review of the canceled DMV checks reveled in April 2024, a Sacramento Police Officer used a $98.00 HCCTS DMV check for their Commercial Driver's Permit. DOT Medical Exam payment records revealed in July 2022, a Sacramento Sheriff's Deputy received a DOT Medical Exam that was billed to HCCTS ($167.00).

SPD Officer [redacted] was interviewed and she advised she received the $98.00 DMV check from "Sergey" and she used it for her Commercial Driver's Permit. On 03/12/2025, during a follow-up interview with Ivanyuk, he was asked about the two law enforcement officers receiving the DMV check and the HCCTS paid DOT Medical Exam. Ivanyuk admitted that he would have been the one that issued the DMV check to her and then stated, *"I don't know what happened but we never covered them."* Ivanyuk went on to say he never practiced that (giving checks to law enforcement) and then said, "*I don't recall why I did it. But yes. That's me. I did it."* Ivanyuk advised that law enforcement had their own medical so they did not get medicals through HCCTS. Ivanyuk remembered sheriff's deputy Kirby and stated, *"It's something we never practiced. I don't recall what happened during that time"* Ivanyuk stated, "*I honestly don't remember."*

Ivanyuk told investigator verbally and in an email that law enforcement officers attending the Truck Driving Program, never received HCCTS DMV checks or HCCTS DOT Medical Exams. Records and statements show Ivanyuk's statements are false. Program Coordinator Sergey Ivanyuk's actions are in violation of HCCTS Employee Handbook policies:

4.1 Prohibited Conduct

- *Insubordination, including, but not limited to, failure or refusal to obey the legitimate orders or instructions of a supervisor or administrator*

The fact that Ivanyuk has previously provided inaccurate data/records and continues to provide inaccurate data/records is unacceptable. Program Coordinator Sergey Ivanyuk's actions are in violation of HCCTS Employee Handbook policies:

4.1 Prohibited Conduct

- *Unsatisfactory work performance*

Statements:

02/05/2025:

Sergeant [redacted]—Sacramento Police Department

Investigator spoke with Sacramento Police Department [redacted] by phone. Sgt. [redacted] advised the following information:

- About 2 years ago, heard about getting the Class-A and Class-B from HCCTS from Sacramento County Sheriff's Deputies
- Needed Class-A and Class-B for the following Sacramento Police Department vehicles:
  - ROOK: An armored tactical vehicle that is transported on a flatbed trailer
  - Fuel Truck: For helicopter fuel
  - MIC: Mobile Incident Command vehicle
- Completed the classroom portion online and only went to HCCTS for the skills and driving portion
- Sergey (Ivanyuk) was the point of contact and Andrey (Fedorov) was the driving instructor
- Nobody from the Sacramento Police Department paid any money to HCCTS or any HCCTS employees for the driving instructions
- The following Sacramento Police Officers attended the training:
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted] Per Colombo—Discontinued January 10, 2025)
  - [redacted]
  - [redacted] Was attending the program when the directive to stop was given
- Sgt. [redacted] says he went to trucking lessons any time during the day, whenever he was free.
- At some point Sac PD was told they could only come in the mornings between 6:00 AM and 8:00 AM
- Not aware of any Sac PD attending on weekends
- Sgt. [redacted] advised his Captain, Brent Kaneyuki, was recently in contact with HCCTS Director McGuire about trying to establish an MOU for continued training

Local 185:

02/24/2025:

[redacted]—Local 185 member

10:05 AM: Investigator spoke with Local 185 member [redacted] by phone, [redacted]. [redacted] advised the following:

- Local 185 arranged for him to attend the HCCTS Trucking program
- Started the classroom portion and then Covid closed it
- Tried to continue online and went back to HCCTS 1 time for the driving portion
- Never continued with the program
- Being a union member he was not willing to talk about the relationship between Local 185 and HCCTS, without talking to his union representative
- He never paid any money to HCCTS for the training

Christian Harlen—Local 185

10:13 AM: Investigator spoke with Local 185 member Christian Harlen by phone, 916-904-2296. Harlen advised the following:

- Currently has a Class-B and previously had a Class-A
- Wanted to get his Class-A, again
- Asked the union about having a connection with any truck driving school so he could get his Class-A
- Union referred him to HCCTS
- Was going to start the program and then never followed through
- He never paid any money to HCCTS

02/25/2025:

Doyle Radford Jr—Local 185 Union, Business Manager

Investigator left Local 185 Union Business Manager Doyle Radford Jr. a phone message and requested a callback. Later that day Mr. Radford returned investigator's call and provided the following information:

- He is the current Local 185 Business Manager, since 2019
- His father Doyle Radford Sr. (deceased) was previously the Local 185 Business Manager
- Was aware investigator called 2 of his union members
- Local 185 was involved with HCCTS because his father was on the HCCTS board (Per HCCTS Board Meeting Minutes, May 2014, Doyle Radfrod Sr. became a Board member)

- Years ago, HCCTS wanted more students for the Trucking program so Local 185 found members that wanted to attend
- Recalled the following work provided to HCCTS:
  - 2019: "Pre-Apprentice" work, parking lot slurry and stripping
  - 2019/2020: Northern California Construction Training (NCCT) provided demolition work
- Doyle Radford Jr. stopped the union from providing labor to HCCTS over liability concerns if someone was injured
- Over the last few years, Local 185 purchased some delineators and about $800.00 in tools that they donated to the HCCTS Trucking Program.
- He is unaware of his father making any large $10,000.00 or $20,000.00 donations to HCCTS
- There has never been an MOU or contract with HCCTS to provide trucking lessons for Labor 185 members
- Several months ago, was working with Linda Fowler on trying to get an MOU or agreement with HCCTS but it never worked out

03/04/2025:

[redacted]—Sacramento Police Department

Investigator spoke with Sacramento Police Officer [redacted] by phone. When [redacted] was asked about the $98.00 DMV check, she confirmed that she used it for her Commercial License Permit but she was evasive about who gave it to her. [redacted] initially stated it was a long time ago (April 2024). After further discussion [redacted] advised she had received it from the main guy, Sergey. [redacted] advised that she obtained her medical through a City doctor.

03/13/2025:

Michael Reid—President Doc Smith Legacy Foundation

9:57 AM: Investigator spoke to Mike Reid by phone, about Doc Smith Legacy Foundation "scholarships" for the HCCTS Truck Driving Program. Mr. Reid advised there had been alumni students that had received the DSLF scholarships to attended the HCCTS Truck Driving Program. Mr. Reid thought the scholarship amount was about $3800.00 but he would confirm that. Mr. Reid advised at the time they thought providing the scholarships was okay to do. Mr. Reid advised he would look into how many people obtained "scholarships" and email the information.

11:13 AM: Email response from Mr. Reid (email included in case file)

Pat,
Please see the following based on your questions from your phone call 3/13/25 @ 9:28 am.

Alumni Students provided a scholarship to attend the HCCTS Truck Driving Academy post graduation.

[redacted]
[redacted]
(not placed but applied) [redacted]

It is our understanding that the fee amount was $3800 with funding transfer to HCCTS.

If you have further questions, please let me know.
Michael Reid, Consultant
School Mechanix, LLC
school.mechanix1@gmail.com
(530) 713-0521

[redacted]—2021 HCCTS Graduate—Attended on Scholarship
11:39 AM: Investigator called [redacted] at [redacted]. [redacted] advised he graduated from HCCTS in 2021. [redacted], after graduating, applied for the DSLF Scholarship to attend the Truck Driving Program. [redacted] advised he had to write some papers and submit a teacher recommendation. [redacted] advised he received the $3800.00 scholarship and he was able to attend the Truck Driving Program. [redacted] states he never saw the $3800.00 check it just somehow was directly transferred to HCCTS. [redacted] states he was dealing with a lady named “Elizabeth.” [redacted] states he only went to the Theory portion of the training because he was hired by Swift Transportation and he completed his training there.

[redacted]—2023 HCCTS Graduate
(Was told he could attend on DSLF scholarship and then training was stopped)
11:49 AM: Investigator called [redacted] at [redacted]. Carter advised he graduated from HCCTS in 2023 and found out about the Truck Driving Program through Alumni Services. [redacted] states he applied for a DSLF scholarship to attended the Truck Driving Program and he was told by “Bryce” it was approved and he could attend. [redacted] states he started attending the program and after he finished the Theory and Skills portion, he was told he could no longer attend and his training was stopped. [redacted] states to his knowledge this scholarship was never paid out. [redacted] states he was told by Bryce and Sergey to re-apply for the scholarship and when he received it, he could use it to finish at a private truck driving school. [redacted] states Sergey wrote him a letter of recommendation for the scholarship. [redacted] states Bryce told him it would be a couple of weeks before it was approved.

03/14/2025:

Bryce Pressley—HCCTS Staff—Community Outreach Liaison

12:50 PM: Investigator obtained an audio recorded statement from HCCTS employee Bryce Pressley**.** Pressley advised in addition to his HCCTS job, he is a volunteer for the Doc Smith Legacy Foundation along with HCCTS employee Elizabeth Baskins. Pressley advised [redacted] had received a DSLF scholarship to attend the Truck Driving Program and he was not sure on the actual dollar amount. Pressley did not know if the scholarship money was refunded to DSLF after Carter could no longer participate in the program ([redacted] was stopped because of the January 2025 directive).

Pressley advised he thought there were only 3 people that had received DSLF scholarships to attend the Trucking Program. Pressly advised that the scholarship approval process goes through Mr. Reid and after the scholarship is approved, it is sent to "*our banking at F&M Bank. And they, uh, process the checks."* Pressley stated DSLF switched banks to F&M Bank in November and their previous bank was Mechanics.

[redacted]—HCCTS Graduate— Attended on DSLF Scholarship

3:05 PM: Investigator spoke with [redacted] by phone, [redacted]. [redacted] advised he did apply for and receive a scholarship through DSLF. [redacted] advised he attended the Truck Driving Program for a few days and then stopped going, primarily because of transportation issues. [redacted] advised he received the scholarship but he never actually received any money or saw any type of check. [redacted] advised he never went to DMV or took the DOT medical exam.

03/17/2025:

[redacted]—Sacramento Police Department:

Investigator spoke with Sacramento Police Officer [redacted] by phone. [redacted] advised he completed the classroom portion of the CDL, on his own through an online provider. [redacted] advised he had his DOT medical and Commercial License Permit prior to attending the HCCTS Truck Driving Program. [redacted] advised at HCCTS he received several hours of training that included pre-trip inspections and placement. [redacted] states he had received about 2 or 3 hours of on the road training when he was told he could no longer attend. [redacted] thinks he was told he had to stop the program on January 10, 2025. [redacted] states when he was receiving the training he went between 6:00 AM and 8:30 AM those were the only hours it was offered for non-students.

03/20/2025:

[redacted]—HCCTS Graduate

Investigator spoke with [redacted] by phone. [redacted] advised he was a 2022 HCCTS graduate. [redacted] was asked about his involvement in the Truck Driving Program and he is he ever received any type of scholarship. [redacted] advised he was never a part of the Truck Driving Program and he never received any type of

scholarship. [redacted] stated after he received his high school diploma, he was finished at HCCTS. [redacted] did not know why anyone would list him as being a part of the Truck Driving Program. [redacted] did advise his mother is currently a student in the HCCTS Truck Driving Program.

Audio recorded Statements were taken from the following individuals:

- Sergey Ivanyuk 12/17/2024 Transcribed
- Sergey Ivanyuk 02/13/2025 Transcribed
- Sergey Ivanyuk 03/12/2025 Transcribed
- Lee Farrand 02/19/2025 Transcribed
- Linda Fowler 02/19/2025
- Elvira Harris 03/05/2025 Transcribed
- Bryce Pressley 03/14/2025 Transcribed
- [redacted] 02/13/2025
- Babak Hejran 03/11/2025
- [redacted] 01/15/2025
- Ronald Motley 01/14/2025

For statements, refer to audio recordings and or transcripts

Improvement/Change Suggestions:

- Confirm students have valid Class-C driver's license
- DMV H6 printout (ten-year driving record), review to confirm student is eligible for CDL
- Fully explain to students the intensity of this program and that it will be challenging to graduate if they are not fully committed
- Pre-request class and entry level test to ensure student has a reasonable prospect of completing the program
- Increase student outreach
- Data and Record Management systems:
  - Must comply with FMCSA requirements (ELDT—Implemented since 2022)
  - CDL PowerSuite: Record Management Program (Implemented in 2024)
  - School record keeping needs to be contained in 1 master document that can have the necessary reports retrieved from, when needed

  - Supervisor review of records/documents for accuracy prior to distribution or publishing
- Assign an administrative person to complete all record keeping
  - 1 person responsible for entering and maintaining data/records will reduce likelihood of errors
  - This would allow Ivanyuk to work with students and assist in teaching
- Ensure document and information security for the following:
  - Hardcopy files that Ivanyuk and Fedorov have in their offices
  - Computer files
  - Some documents have SSN, is that necessary
  - IT review Online data protection for CDL PowerSuite and any other web-based applications used
- DMV Payment Checks:
  - Establish a procedure for the trucking students to obtain these checks in a timely manner
  - Ensure each check is issued to a named HCCTS student
  - Collect and void all outstanding DMV checks


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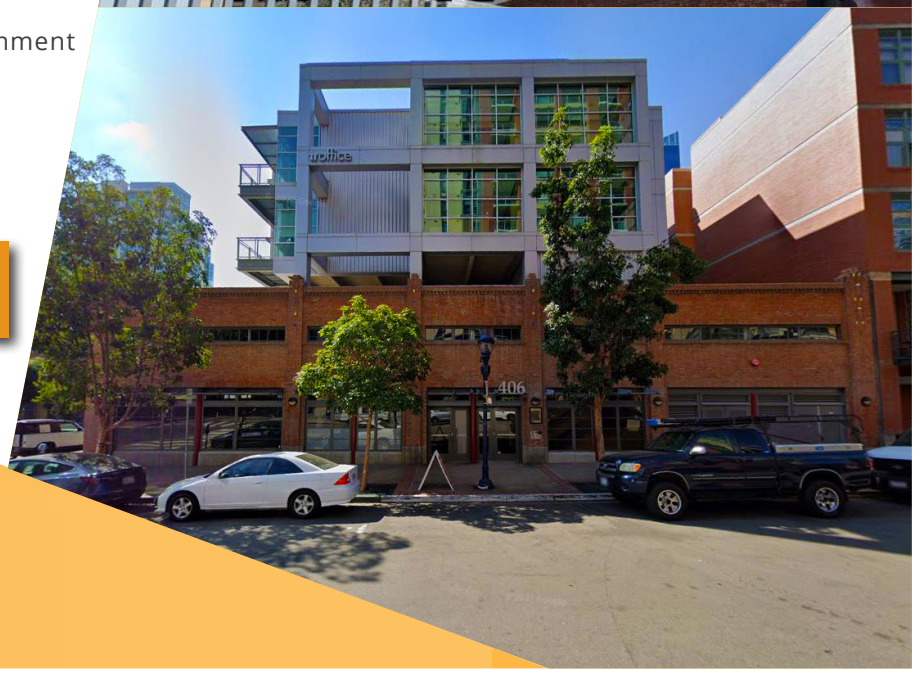
NEWMARK

PROPERTY HIGHLIGHTS

- Urban / industrial office suite built above the historic TR Produce warehouse in San Diego's East Village
- ±1,068 square feet
- Master lease expires February 28, 2026
- Includes a dedicated balcony with unparalleled views of Petco Park
- Open floor plan with private restroom
- Modern, highend finishes
- Walking distance to restaurants, hotels and entertainment venues
- Convenient transit access to I-5, I-8, 94, 163 and 15







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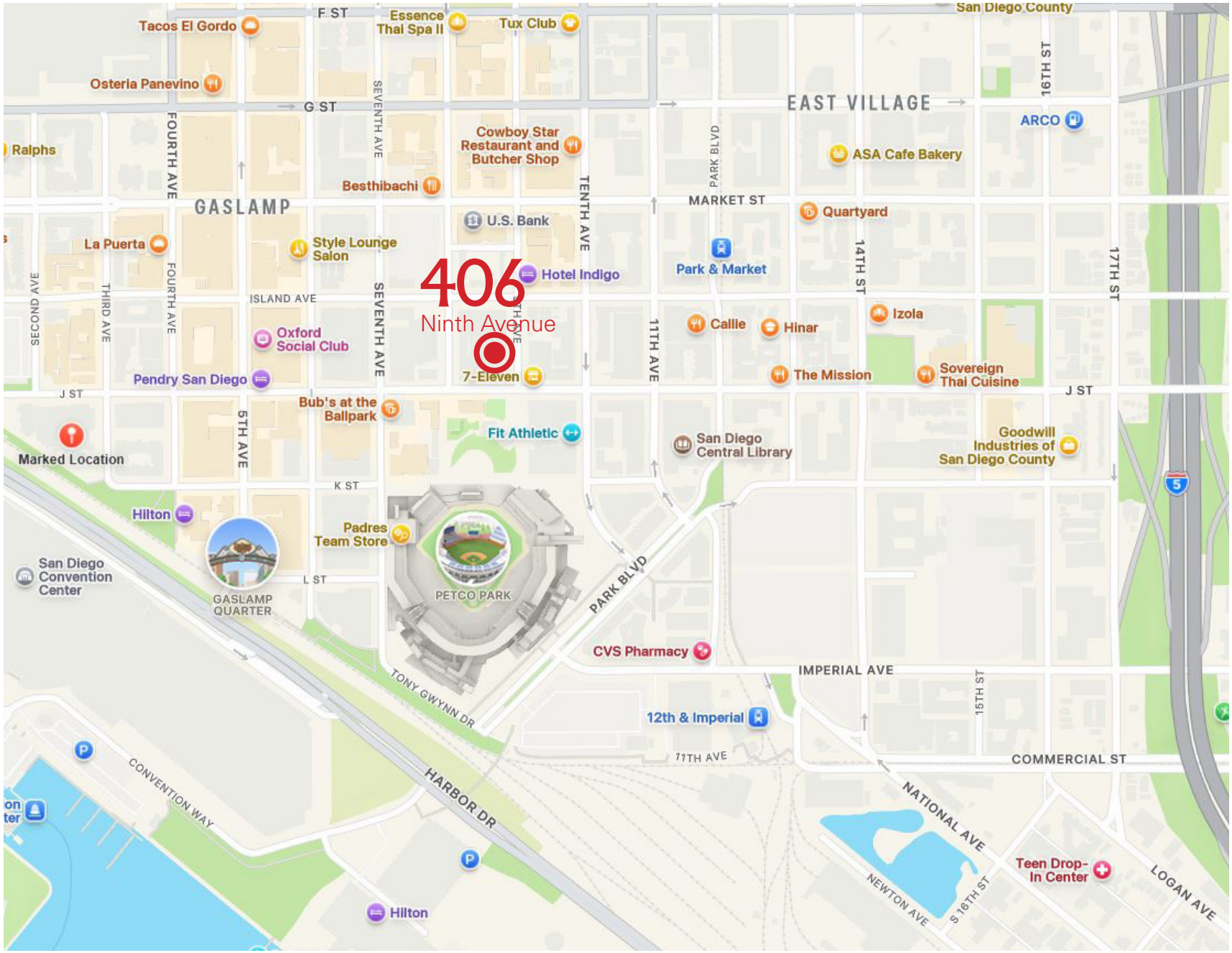
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GASLAMP
EAST VILLAGE
Cowboy Star Restaurant and Butcher Shop
Besthibachi
U.S. Bank
ASA Cafe Bakery
ARCO
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Park & Market
La Puerta
Style Lounge Salon
Hotel Indigo
Oxford Social Club
Pendry San Diego
7-Eleven
Callie
Hinar
Izola
The Mission
Sovereign Thai Cuisine
Bub's at the Ballpark
Fit Athletic
San Diego Central Library
Goodwill Industries of San Diego County
Marked Location
Hilton
Padres Team Store
San Diego Convention Center
GASLAMP QUARTER
PETCO PARK
CVS Pharmacy
12th & Imperial
IMPERIAL AVE
COMMERCIAL ST
MARKET ST
ISLAND AVE
FOURTH AVE
FIFTH AVE
SIXTH AVE
SEVENTH AVE
TENTH AVE
11TH AVE
14TH ST
15TH ST
16TH ST
17TH ST
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SECOND AVE
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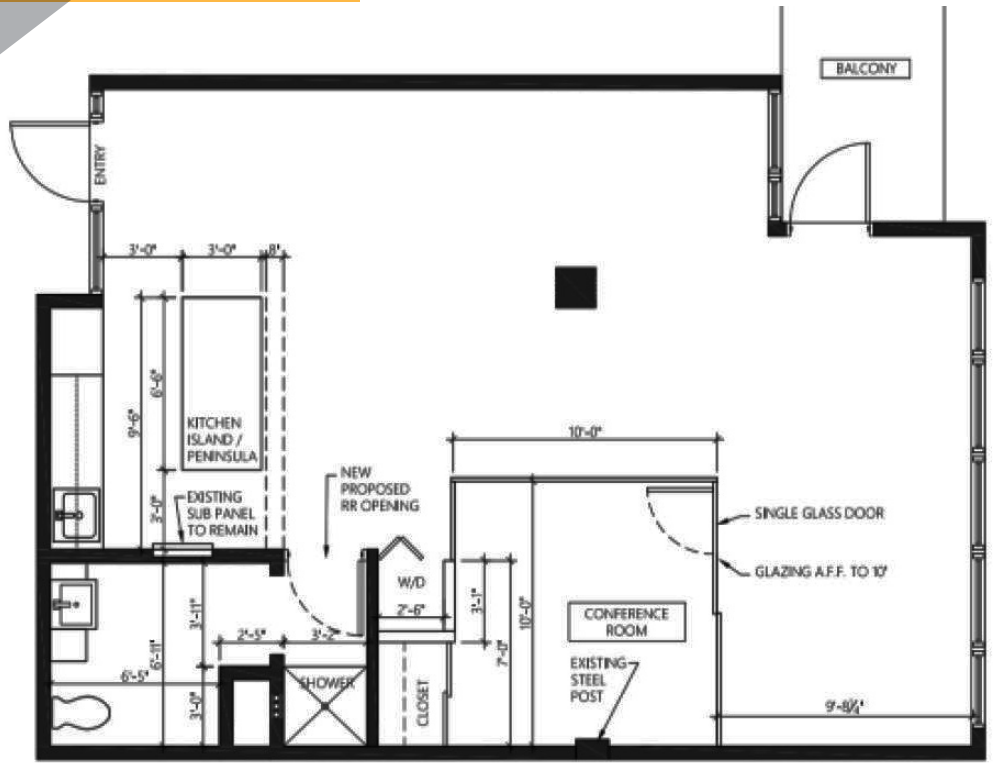
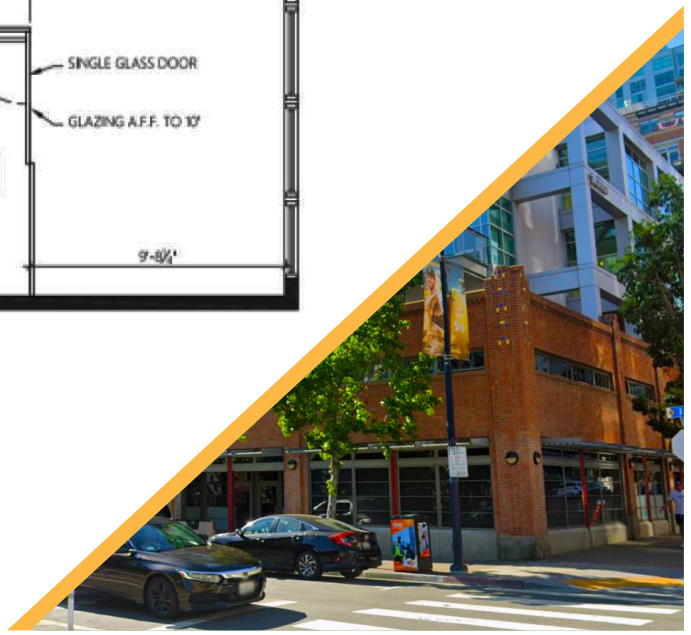
SUITE 310 ±1,068 SF



EXISTING FLOOR PLAN

- Open Area
- Private restroom
- Master lease expires February 28, 2026

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AIRCRE contracts

EXCLUSIVE LISTING AGREEMENT FOR SUBLEASE OF REAL PROPERTY

(Non-Residential)

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 Parties: This agency Agreement ("**Agreement**"), dated for reference purposes only March 27, 2025 , is made by and between Highlands Community Charter and Technical Schools, a California non-profit corporation , whose address is 406 9th Avenue, Suite 310, San Diego, CA 92101 , telephone number ____, Fax No. ____ ("**Sublessor**"), and Cornish & Carey Commercial, a California corporation dba Newmark , whose address is 980 Ninth St., #2500, Sacramento, CA 95814 , telephone number 916-569-2372 , ~~Fax No.~~ Email: jack.blackmon@nmrk.com ("**Agent**").

1.2 **Master Lease:** That certain lease dated February 10, 2023 , which lease was amended on the following dates NONE (if there are no amendments, write "NONE") ("**Master Lease**"), entered into by and between Alan Shera, an Individual , as lessor ("Master Lessor") and Highlands Community Charter and Technical Schools, a California non-profit corporation , as lessee. (See also Paragraph 3.)

1.3 **Property:** The real property which is the subject of this Agreement, which consists of (check the appropriate box) ☑ all or ☐ a part of the premises leased to Sublessor under the Master Lease, is commonly known as (street address, city, state, zip) 406 9th Avenue, Suite 310, San Diego, CA 92101 , located in the County of San Diego , and generally described as (describe briefly the nature of the property): office space ("**Property**"). (See also Paragraph 3)

1.4 **Term of Agreement:** The term of this Agreement shall commence on March 27, 2025 and expire at 5:00 p.m. on February 28, 2026 ("**Term**").

1.5 **Sublease Terms:** Agent is employed to sublease all or a portion of the Property on the following terms: All of the subject space, Suite 310 or such other terms as may be agreeable to Sublessor.

1.6 As used herein the term Sublease shall include: (1) a Sublease of all or any portion of the Property for all or any portion of Sublessor's lease term; (2) an assignment of all or any portion of Sublessor's lease or lease term; or (3) any other transaction or event which causes or allows Sublessor's liability under the lease to be reduced or terminated, including without limitation lease termination for any reason and/or Master Lease buyout.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Sublessor hereby employs Agent as Sublessor's sole and exclusive agent to represent Sublessor in subleasing the Property. Agent shall use reasonably diligent efforts to find a sublessee. All negotiations and discussions relating to subleasing shall be conducted by Agent on behalf of Sublessor. Sublessor shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Sublessor from any source regarding a possible sublease of the Property.

2.2 Sublessor authorizes Agent to:

(a) Place advertising signs on the Property;

(b) Place a lock box on the Property if vacant;

(c) Accept deposits from potential Sublessees; and

(d) Communicate the availability of the Property for sublease and distribute all information regarding the Property to participants in THE MULTIPLE ("**MULTIPLE**") of AIR CRE ("**AIR**") and/or any other appropriate local commercial multiple listing service, to other brokers, and to potential sublessees. Agent shall not, without Sublessor's consent, disclose the monetary terms of the Master Lease. Unless otherwise instructed, Agent shall censor the Master Lease's monetary terms prior to its distribution. Sublessor shall identify as "confidential" any communication or information provided to Agent that Sublessor considers confidential and does not want disclosed. All other information provided by Sublessor may be disclosed as Agent may deem appropriate or necessary. Agent may publicize the terms of any consummated sublease.

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property as available for sublease to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "**Cooperating Broker**"). A Cooperating Broker may, as a third-party beneficiary hereof, enforce the terms of this

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Agreement against Sublessor or Agent.

2.4 If Agent finds a prospective sublessee for all or a part of the Property, Sublessor hereby authorizes Agent also to represent and act as the agent for such sublessee and Sublessor consents to such dual agency. If a Cooperating Broker finds such a sublessee, then Agent shall act as agent for Sublessor only, the Cooperating Broker shall act as agent for the sublessee only, and the Cooperating Broker shall not be Sublessor's agent, even though the Cooperating Broker may share in the commission paid by Sublessor to Agent. A Cooperating Broker shall not be an agent or subagent of Sublessor or Agent. Sublessor hereby agrees that Agent may represent and act as the agent for the Master Lessor, and Sublessor consents to such multiple agency.

2.5 Sublessor understands that Agent may also represent other lessors and lessees/sublessees with regard to competing properties.

3. PROPERTY; MASTER LEASE.

3.1 The term "Property" shall include all of the following which are owned by Sublessor, currently on or in the Property, and are permitted to be transferred under the Master Lease: permanent improvements, electrical distribution systems, power panels, buss ducting, conduits, disconnects, lighting fixtures, telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, and built-ins, such as cabinets.

3.2 Sublessor shall fully and timely perform all of Sublessor's obligations under the Master Lease and maintain the Master Lease in good standing.

3.3 Within 5 business days after the commencement of the Term hereof, Sublessor shall provide Agent with the following:

(a) A true, correct and complete copy of the Master Lease including any amendments or prior assignments;

(b) A duly completed and fully executed Estoppel Certificate on the most current form published by the AIR;

(c) A duly completed and fully executed Property Information Sheet on the most current form published by the AIR (modified by changing the reference to "Owner" in such form to Sublessor);

(d) Copies of other documents containing any limitations on Sublessor's right, ability and capacity to consummate a sublease; and

(e) If available to Sublessor, copies of building plans for the Property.

3.4 Agent shall have no responsibility for maintenance, repair, replacement, operation or security of the Property, all of which shall be Sublessor's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Sublessor, anyone in possession of the Property or any sublessee or prospective sublessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

4. COMMISSION.

4.1 Sublessor shall pay Agent a commission ☑ in the amount of 7.5% ☐ in accordance with the commission schedule attached hereto (**"Agreed Commission"**) for a sublease of the Property, whether such sublease is consummated as a result of the efforts of Agent, Sublessor or other persons or entities. Such Agreed Commission is payable when:

(a) A sublease for the Property or a portion thereof is executed; or

(b) The Master Lease is voluntarily or involuntarily terminated or Sublessor is relieved of future liability for rent under the Master Lease, whether by cancellation, Master Lessor's exercise of any of its rights under the Master Lease or otherwise; or

(c) Sublessor (i) removes or withdraws the Property from the market; (ii) acts as if the Property is not available for a sublease; (iii) treats the Property as not available for a sublease; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; (vi) changes the Master Lease (including, without limitation, reduction of the term of the Master Lease) or changes the physical condition of the Property, which such changes adversely impact the value, use, desirability, leasability or marketability of the Property; or (vii) terminates, cancels, repudiates, surrenders, breaches or defaults of its obligations under the Master Lease.

4.2 If Master Lessor's consent or approval of a sublease is required, then Sublessor shall, at Sublessor's sole cost and expense, use Sublessor's reasonable best efforts to obtain such consent or approval, and Agent shall not be entitled to the Agreed Commission for such sublease unless Master Lessor's consent or approval is obtained or waived by Sublessor and sublessee.

4.3 In calculating the Agreed Commission, all forms of consideration payable to Sublessor shall be considered, including, without limitation, Rent, goodwill and key money. If Sublessor is released from future rent liability under the Master Lease, the Agreed Commission shall be calculated on the basis of the total Rent which otherwise would have been due from Sublessor for the remaining term of the Master Lease.

5. ALTERNATIVE TRANSACTION. Agent shall also be Sublessor's sole and exclusive agent for an assignment of Sublessor's interest in the Master Lease (**"Alternative Transaction"**) and represent Sublessor in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Sublessor shall pay Agent

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the Agreed Commission.

6. EXCLUDED AND REGISTERED PERSONS.

6.1 Sublessor shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Sublessor by any other broker under any prior agreement concerning subleasing of the Property (**"Excluded Persons"**, see Paragraph 6.5). If any such names are so provided, then the Commission paid to Agent with respect to consummation of a transaction with an Excluded Person shall be limited as follows: if such transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to one-half of the Agreed Commission. If no names are provided as specified, it shall be conclusively deemed that there are no Excluded Persons.

6.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Sublessor, in writing, with the names of those persons or entities with whom Agent either directly or through another broker had negotiated for a sublease of the Property during the term hereof (**"Registered Persons"**, see Paragraph 6.5). Those persons or entities who submitted written offers or letters of intent for a sublease of the Property shall, however, automatically be Registered Persons. If Agent fails to timely notify Sublessor of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. If Agent wishes to register the client of a Cooperating Broker, Agent must obtain and submit to Sublessor written approval of such registration signed by such Cooperating Broker. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Sublessor hereby consents to any such Dual Agency.

6.3 If, within 180 days after the expiration of the Term hereof, Sublessor enters into a contract with a Registered Person for consummation of a sublease of the Property, then Sublessor shall pay Agent the Agreed Commission for such sublease upon the consummation of such sublease.

6.4 If, within 180 days after the expiration of the Term hereof, Sublessor enters into another sublessor-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Sublessor shall provide to Sublessor's new broker the names of the Registered Persons, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a sublease of the Property with a Registered Person.

6.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

7. SUBLESSOR'S REPRESENTATIONS.

7.1 Sublessor represents and warrants as follows:

(a) Each person executing this Agreement on behalf of Sublessor has the full right, power and authority to execute this Agreement as or on behalf of Sublessor;

(b) Sublessor has the full right, power and authority to execute and deliver this Agreement, to consummate a sublease of the Property and to perform Sublessor's obligations hereunder;

(c) The execution, delivery and performance of this Agreement by Sublessor or Agent will not breach any provision of the Master Lease;

(d) Sublessor is not the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;

(e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Sublessor's right, ability and capacity to consummate a sublease of the Property, except as disclosed in writing pursuant to Paragraph 3.3(d).

8. SUBLESSOR'S ACKNOWLEDGMENTS. Sublessor acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and the subletting of the Property, as well as the condition and/or legality of the Property, including, but not limited to, the environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Sublessor and Agent. Sublessor further acknowledges that in determining the financial soundness of any prospective Sublessee or security offered, Sublessor will rely solely upon Sublessor's own investigation, notwithstanding Agent's assistance in gathering such information.

9. MISCELLANEOUS.

9.1 This Agreement shall not be construed either for or against Sublessor or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

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9.2 All payments by Sublessor to Agent shall be made in lawful United States currency. If Sublessor fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.

9.3 In the event of litigation or arbitration between Sublessor and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.

9.4 Sublessor agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Sublessor to make a full and complete disclosure pursuant to law and paragraph 3.3 or as a result of the fact that any of the representations made by Sublessor (see paragraph 7) were not true at the time that this Agreement was signed.

9.5 Sublessor hereby releases and relieves Agent, and waives Sublessor's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Sublessor, whether or not due to the negligence of Agent.

9.6 Sublessor agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.4) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

10. ARBITRATION OF DISPUTES.

10.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY: ☑ THE AMERICAN ARBITRATION ASSOCIATION OR ☐ ____ USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

10.2 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

10.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Sublessor's Initials _____ Agent's Initials _____

10.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 10.3.

11. Additional Provisions. Additional provisions of this Agreement are set forth in the following blank lines or in an addendum attached hereto and made a part hereof consisting of paragraphs ____ through ____ (if there are no additional provisions write "NONE"):

____

12. Disclosures Regarding the Nature of a Real Estate Agency Relationship. When entering into an agreement with a real estate agent a Sublessor should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) *Sublessor's Agent.* A Sublessor's agent may act as an agent for the Sublessor only. A Sublessor's agent or subagent has the following affirmative obligations: To the Sublessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. To a

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potential buyer/lessee and the Sublessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Agent Representing Both Parties.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Sublessor as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Sublessor will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Sublessor from the responsibility to protect its own interests. Sublessor should carefully read all agreements to assure that they adequately express its understanding of the transaction.

Dated: 3/27/25

SUBLESSOR
Highlands Community Charter and Technical Schools, a California non-profit corporation

By: _____
Name Printed: Matthew Lemos
Title: CBO
matthew.lemos@hccts.org

Dated: 3.27.25

AGENT
Cornish & Carey Commercial, a California corporation dba Newmark

By: _____
Name Printed: Jack Blackmon
Title: Director
Broker DRE License #: 00832933
Agent DRE License #: 01999561
Address: 980 Ninth St., #2500, Sacramento, CA 95814
Phone: 916-569-2372
Fax: Email: jack.blackmon@nmrk.com
Email: ____

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with

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this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ SubLessor ☐ Lessee _____ Date: 3/27/25

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: ____

Agent: Cornish & Carey Commercial a California Corporation dba Newmark DRE Lic. #: 00832933
Real Estate Broker (Firm)

By
:

_____ DRE Lic. #: 01999561 Date: 3.27.25
(Salesperson or Broker-Associate)
Jack Blackmon

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which they are the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of Section 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: **(1)** The seller's agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. **(2)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in Section 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in Section 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

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2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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NEWMARK

Termination of Lease

Lessor:	Alan Shera, an Individual	**Subject Property:**	406 9th Avenue, Suite 310, San Diego, CA 92101
Lessee:	Highlands Community Charter and Technical Schools, a California non-profit corporation	**Date:**	November 11, 2025

This Termination of Lease Agreement is made on 15th day of November 2025, between Alan Shera, an Individual ("Lessor") and Highlands Community Charter and Technical Schools, a California non-profit corporation ("Lessee").

WHEREAS, Lessor and Lessee entered into a written Lease, dated February 10, 2023 (the "Lease") for the real property located in the City of San Diego, County of San Diego, California, commonly known as 406 9th Avenue, Suite 310 (the "Premises"); and

WHEREAS, Lessor and Lessee each desires to terminate the Lease as set forth below, with the result that Lessor and Lessee are released and discharged from their respective rights and obligations under the Lease.

NOW THEREFORE, for the mutual promises contained herein and for other good and valuable consideration, the parties hereto agree as follows:

1. **Effective Date:**
The effective date of the termination of the Lease shall be November 15, 2025 or mutual execution date, whichever is later ("Effective Date").

2. **Termination Consideration:**
In consideration of the early termination of the Lease, Lessee shall pay to Lessor, upon execution of this Agreement, the sum of $10,913.50.

3. **Termination of Lease:**
Except as set forth below, on the Effective Date, the Lease shall be deemed in all instances and for all purposes to be fully and finally surrendered and terminated, and neither Lessor nor Lessee shall have any rights or obligations thereunder. Notwithstanding the foregoing, Lessor and Lessee shall be responsible for their respective obligations under the Lease which were due and payable prior to the Effective Date.

4. **Representations of Parties:**

   A. On the Effective Date, Lessee shall surrender possession of the Premises to Lessor in accordance with the terms and provisions of the Lease.

   B. Subject to the terms of the Lease regarding Lessor's right to make deductions from or keep the Security Deposit provided for therein, on the Effective Date Lessor shall return to Lessee such Security Deposit in cash or by check.

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C. Each party represents that it has not made any assignment, sublease, transfer, conveyance or other disposition of (i) the Lease, (ii) any interest in the Lease, or (iii) any claim, demand, obligation, liability, action or cause of action rising from the Lease.

5. **Release of Liability:**

A. Subject to the terms hereof, as of the Effective Date Lessor and Lessee each hereby releases and forever discharges the other, and their respective officers, directors, employees, agents, attorneys, successors, and assigns, and each of them, from and against any and all claims, demands, causes of action, obligations, damages and liabilities of any nature whatsoever, whether or not known, suspected or claimed, arising from or relating to the Lease.

B. This Agreement is executed pursuant to a compromise and settlement entered into by the parties hereto without any admission of liability to the other, but solely for the purpose of avoiding costly litigation on disputed claims as well as further uncertainty, controversy and legal expense.

C. Each party expressly waives all rights and remedies under Section 1542 of the Civil Code of the State of California which provides as follows:

- A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

D. Each party fully understands that if the facts with respect to which this Agreement is executed are found hereafter to be different from the facts which it now believes to be true, this Agreement shall be and remain effective notwithstanding such differences in facts.

E. Each party has read and understands this Agreement and the mutual releases contained herein, and they have freely and voluntarily entered into this Agreement upon such advice and counsel as they deem appropriate.

6. **Broker's Fee:**
In consideration of brokerage services performed by Cornish & Carey Commercial, a California corporation doing business as Newmark ("Broker") for Lessor and/or Lessee, Lessee shall pay to Broker, immediately upon execution of this Agreement by both Lessor and Lessee, a Broker's Fee equal to $0.

7. **Miscellaneous:**

A. This Agreement contains the entire Agreement and understanding concerning the subject matter among the parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. Each of the parties hereto acknowledges that no other party, nor any agent nor attorney of any party, has made any promise, representations,

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NEWMARK

Termination of Lease

or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, and acknowledges that he or it has not executed this Agreement in reliance on any such promise, representation or warranty not contained herein.

B. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of California, without giving effect to the conflict of law principles thereof. Any dispute between the parties hereto relating to or arising out of this Agreement shall be decided by final and binding arbitration conducted in Palo Alto, California pursuant to the rules and regulations of the American Arbitration Association, as then in effect.

C. If either party commences an action against the other arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and costs of suit.

D. This Agreement shall be binding on and inure to the benefit of the parties and their assignees, transferees, personal representatives, heirs or other persons or entities succeeding lawfully and pursuant to the provision of this Agreement to the rights or obligations of either party.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee have executed this Termination of Lease Agreement as of the date first above written.

Lessor: Alan Shera, an Individual

DocuSigned by:
By: Alan Shera
FD254E6284AA406...

Date: 11/14/2025 | 12:56 PM PST

Lessee: Highlands Community Charter and Technical Schools, a California non-profit corporation

Signed by:
By: Jonathan Raymond
19E2F101A4BB453...

Date: 11/13/2025 | 9:58 AM PST

By: _____

Date: _____

NOTICE TO LESSOR AND LESSEE: CORNISH & CAREY COMMERCIAL DBA NEWMARK, IS NOT AUTHORIZED TO GIVE LEGAL OR TAX ADVICE; NOTHING CONTAINED IN THIS AGREEMENT OR ANY DISCUSSIONS BETWEEN NEWMARK AND LESSOR AND/OR LESSEE SHALL BE DEEMED TO BE A REPRESENTATION OR RECOMMENDATION BY NEWMARK, OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR ANY TRANSACTION RELATING HERETO. ALL PARTIES ARE ENCOURAGED TO CONSULT WITH THEIR INDEPENDENT FINANCIAL CONSULTANTS AND/OR ATTORNEYS REGARDING THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

CICA - 4986

Printed

Highlands Charter
1111 Howe Ave Suite 505
Sacramento, CA 95825
(916) 844-2283

ADVICE NO: DDP-00003179
ISSUE DATE: 11/17/2025

AMOUNT
$10,913.50

Deposited: FIRST REPUBLIC BANK Account Number: **********3883**

TO **Alan Shera**
261 N. Highway 101 #1019
Solana Beach, CA 92075

Vendor: (ALA001/1)

INVOICE DATE	INVOICE NUMBER	REF NUMBER	DESCRIPTION	INVOICE AMOUNT
11/15/2025	1115251091350Q	BPO26-00035	Termination of Lease - 406 9th Ave, San Diego, CA	10,913.50

AIR CRE contracts

EXCLUSIVE LISTING AGREEMENT FOR SUBLEASE OF REAL PROPERTY

(Non-Residential)

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 Parties: This agency Agreement ("**Agreement**"), dated for reference purposes only March 27, 2025, is made by and between Highlands Community Charter and Technical Schools, a California non-profit corporation, whose address is 406 9th Avenue, Suite 310, San Diego, CA 92101, telephone number ____, Fax No. ____ ("**Sublessor**"), and Cornish & Carey Commercial, a California corporation dba Newmark, whose address is 980 Ninth St., #2500, Sacramento, CA 95814, telephone number 916-569-2372, ~~Fax No~~. Email: jack.blackmon@nmrk.com ("**Agent**").

1.2 **Master Lease**: That certain lease dated February 10, 2023, which lease was amended on the following dates NONE (if there are no amendments, write "NONE") ("**Master Lease**"), entered into by and between Alan Shera, an Individual, as lessor ("Master Lessor") and Highlands Community Charter and Technical Schools, a California non-profit corporation, as lessee. (See also Paragraph 3.)

1.3 **Property**: The real property which is the subject of this Agreement, which consists of (check the appropriate box) ☑ all or ☐ a part of the premises leased to Sublessor under the Master Lease, is commonly known as (street address, city, state, zip) 406 9th Avenue, Suite 310, San Diego, CA 92101, located in the County of San Diego, and generally described as (describe briefly the nature of the property): office space ("**Property**"). (See also Paragraph 3)

1.4 **Term of Agreement**: The term of this Agreement shall commence on April 1, 2025 and expire at 5:00 p.m. on February 28, 2026 ("**Term**").

1.5 **Sublease Terms**: Agent is employed to sublease all or a portion of the Property on the following terms: All of the subject space, Suite 310 or such other terms as may be agreeable to Sublessor.

1.6 As used herein the term Sublease shall include: (1) a Sublease of all or any portion of the Property for all or any portion of Sublessor's lease term; (2) an assignment of all or any portion of Sublessor's lease or lease term; or (3) any other transaction or event which causes or allows Sublessor's liability under the lease to be reduced or terminated, including without limitation lease termination for any reason and/or Master Lease buyout.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Sublessor hereby employs Agent as Sublessor's sole and exclusive agent to represent Sublessor in subleasing the Property. Agent shall use reasonably diligent efforts to find a sublessee. All negotiations and discussions relating to subleasing shall be conducted by Agent on behalf of Sublessor. Sublessor shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Sublessor from any source regarding a possible sublease of the Property.

2.2 Sublessor authorizes Agent to:

(a) Place advertising signs on the Property;

(b) Place a lock box on the Property if vacant;

(c) Accept deposits from potential Sublessees; and

(d) Communicate the availability of the Property for sublease and distribute all information regarding the Property to participants in THE MULTIPLE ("**MULTIPLE**") of AIR CRE ("**AIR**") and/or any other appropriate local commercial multiple listing service, to other brokers, and to potential sublessees. Agent shall not, without Sublessor's consent, disclose the monetary terms of the Master Lease. Unless otherwise instructed, Agent shall censor the Master Lease's monetary terms prior to its distribution. Sublessor shall identify as "confidential" any communication or information provided to Agent that Sublessor considers confidential and does not want disclosed. All other information provided by Sublessor may be disclosed as Agent may deem appropriate or necessary. Agent may publicize the terms of any consummated sublease.

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property as available for sublease to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "**Cooperating Broker**"). A Cooperating Broker may, as a third-party beneficiary hereof, enforce the terms of this

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Agreement against Sublessor or Agent.

2.4 If Agent finds a prospective sublessee for all or a part of the Property, Sublessor hereby authorizes Agent also to represent and act as the agent for such sublessee and Sublessor consents to such dual agency. If a Cooperating Broker finds such a sublessee, then Agent shall act as agent for Sublessor only, the Cooperating Broker shall act as agent for the sublessee only, and the Cooperating Broker shall not be Sublessor's agent, even though the Cooperating Broker may share in the commission paid by Sublessor to Agent. A Cooperating Broker shall not be an agent or subagent of Sublessor or Agent. Sublessor hereby agrees that Agent may represent and act as the agent for the Master Lessor, and Sublessor consents to such multiple agency.

2.5 Sublessor understands that Agent may also represent other lessors and lessees/sublessees with regard to competing properties.

3. PROPERTY; MASTER LEASE.

3.1 The term "Property" shall include all of the following which are owned by Sublessor, currently on or in the Property, and are permitted to be transferred under the Master Lease: permanent improvements, electrical distribution systems, power panels, buss ducting, conduits, disconnects, lighting fixtures, telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, and built-ins, such as cabinets.

3.2 Sublessor shall fully and timely perform all of Sublessor's obligations under the Master Lease and maintain the Master Lease in good standing.

3.3 Within 5 business days after the commencement of the Term hereof, Sublessor shall provide Agent with the following:

(a) A true, correct and complete copy of the Master Lease including any amendments or prior assignments;

(b) A duly completed and fully executed Estoppel Certificate on the most current form published by the AIR;

(c) A duly completed and fully executed Property Information Sheet on the most current form published by the AIR (modified by changing the reference to "Owner" in such form to Sublessor);

(d) Copies of other documents containing any limitations on Sublessor's right, ability and capacity to consummate a sublease; and

(e) If available to Sublessor, copies of building plans for the Property.

3.4 Agent shall have no responsibility for maintenance, repair, replacement, operation or security of the Property, all of which shall be Sublessor's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Sublessor, anyone in possession of the Property or any sublessee or prospective sublessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

4. COMMISSION.

4.1 Sublessor shall pay Agent a commission ☑ in the amount of 7.5% ☐ in accordance with the commission schedule attached hereto ("**Agreed Commission**") for a sublease of the Property, whether such sublease is consummated as a result of the efforts of Agent, Sublessor or other persons or entities. Such Agreed Commission is payable when:

(a) A sublease for the Property or a portion thereof is executed; or

(b) The Master Lease is voluntarily or involuntarily terminated or Sublessor is relieved of future liability for rent under the Master Lease, whether by cancellation, Master Lessor's exercise of any of its rights under the Master Lease or otherwise; or

(c) Sublessor (i) removes or withdraws the Property from the market; (ii) acts as if the Property is not available for a sublease; (iii) treats the Property as not available for a sublease; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; (vi) changes the Master Lease (including, without limitation, reduction of the term of the Master Lease) or changes the physical condition of the Property, which such changes adversely impact the value, use, desirability, leasability or marketability of the Property; or (vii) terminates, cancels, repudiates, surrenders, breaches or defaults of its obligations under the Master Lease.

4.2 If Master Lessor's consent or approval of a sublease is required, then Sublessor shall, at Sublessor's sole cost and expense, use Sublessor's reasonable best efforts to obtain such consent or approval, and Agent shall not be entitled to the Agreed Commission for such sublease unless Master Lessor's consent or approval is obtained or waived by Sublessor and sublessee.

4.3 In calculating the Agreed Commission, all forms of consideration payable to Sublessor shall be considered, including, without limitation, Rent, goodwill and key money. If Sublessor is released from future rent liability under the Master Lease, the Agreed Commission shall be calculated on the basis of the total Rent which otherwise would have been due from Sublessor for the remaining term of the Master Lease.

5. ALTERNATIVE TRANSACTION. Agent shall also be Sublessor's sole and exclusive agent for an assignment of Sublessor's interest in the Master Lease ("**Alternative Transaction**") and represent Sublessor in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Sublessor shall pay Agent

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the Agreed Commission.

6. EXCLUDED AND REGISTERED PERSONS.

6.1 Sublessor shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Sublessor by any other broker under any prior agreement concerning subleasing of the Property ("**Excluded Persons**", see Paragraph 6.5). If any such names are so provided, then the Commission paid to Agent with respect to consummation of a transaction with an Excluded Person shall be limited as follows: if such transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to one-half of the Agreed Commission. If no names are provided as specified, it shall be conclusively deemed that there are no Excluded Persons.

6.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Sublessor, in writing, with the names of those persons or entities with whom Agent either directly or through another broker had negotiated for a sublease of the Property during the term hereof ("**Registered Persons**", see Paragraph 6.5). Those persons or entities who submitted written offers or letters of intent for a sublease of the Property shall, however, automatically be Registered Persons. If Agent fails to timely notify Sublessor of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. If Agent wishes to register the client of a Cooperating Broker, Agent must obtain and submit to Sublessor written approval of such registration signed by such Cooperating Broker. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Sublessor hereby consents to any such Dual Agency.

6.3 If, within 180 days after the expiration of the Term hereof, Sublessor enters into a contract with a Registered Person for consummation of a sublease of the Property, then Sublessor shall pay Agent the Agreed Commission for such sublease upon the consummation of such sublease.

6.4 If, within 180 days after the expiration of the Term hereof, Sublessor enters into another sublessor-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Sublessor shall provide to Sublessor's new broker the names of the Registered Persons, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a sublease of the Property with a Registered Person.

6.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

7. SUBLESSOR'S REPRESENTATIONS.

7.1 Sublessor represents and warrants as follows:

(a) Each person executing this Agreement on behalf of Sublessor has the full right, power and authority to execute this Agreement as or on behalf of Sublessor;

(b) Sublessor has the full right, power and authority to execute and deliver this Agreement, to consummate a sublease of the Property and to perform Sublessor's obligations hereunder;

(c) The execution, delivery and performance of this Agreement by Sublessor or Agent will not breach any provision of the Master Lease;

(d) Sublessor is not the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;

(e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Sublessor's right, ability and capacity to consummate a sublease of the Property, except as disclosed in writing pursuant to Paragraph 3.3(d).

8. SUBLESSOR'S ACKNOWLEDGMENTS. Sublessor acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and the subletting of the Property, as well as the condition and/or legality of the Property, including, but not limited to, the environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Sublessor and Agent. Sublessor further acknowledges that in determining the financial soundness of any prospective Sublessee or security offered, Sublessor will rely solely upon Sublessor's own investigation, notwithstanding Agent's assistance in gathering such information.

9. MISCELLANEOUS.

9.1 This Agreement shall not be construed either for or against Sublessor or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

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9.2 All payments by Sublessor to Agent shall be made in lawful United States currency. If Sublessor fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.

9.3 In the event of litigation or arbitration between Sublessor and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.

9.4 Sublessor agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Sublessor to make a full and complete disclosure pursuant to law and paragraph 3.3 or as a result of the fact that any of the representations made by Sublessor (see paragraph 7) were not true at the time that this Agreement was signed.

9.5 Sublessor hereby releases and relieves Agent, and waives Sublessor's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Sublessor, whether or not due to the negligence of Agent.

9.6 Sublessor agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.4) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

10. ARBITRATION OF DISPUTES.

10.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY: ☑ THE AMERICAN ARBITRATION ASSOCIATION OR ☐ ____ USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

10.2 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

10.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

_____ Sublessor's Initials

_____ Agent's Initials

10.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 10.3.

11. **Additional Provisions.** Additional provisions of this Agreement are set forth in the following blank lines or in an addendum attached hereto and made a part hereof consisting of paragraphs ____ through ____ (if there are no additional provisions write "NONE"):

____

12. **Disclosures Regarding the Nature of a Real Estate Agency Relationship.** When entering into an agreement with a real estate agent a Sublessor should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) *Sublessor's Agent*. A Sublessor's agent may act as an agent for the Sublessor only. A Sublessor's agent or subagent has the following affirmative obligations: To the Sublessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. To a

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potential buyer/lessee and the Sublessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Agent Representing Both Parties*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Sublessor as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Sublessor will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Sublessor from the responsibility to protect its own interests. Sublessor should carefully read all agreements to assure that they adequately express its understanding of the transaction.

Dated: ____

SUBLESSOR
Highlands Community Charter and Technical Schools, a California non-profit corporation

By: _____
Name Printed: ____
Title: ____

Dated: ____

AGENT
Cornish & Carey Commercial, a California corporation dba Newmark

By: _____
Name Printed: Chris Lemmon
Title: Executive Vice President
Broker DRE License #: 00832933
Agent DRE License #: 01506816
Address: 980 Ninth St., #2500, Sacramento, CA 95814
Phone: 916-569-2372
Fax: Email: jack.blackmon@nmrk.com
Email: ____

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with

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this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ SubLessor ☐ Lessee _____ Date: ____

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: ____

Agent: Cornish & Carey Commercial a California Corporation dba Newmark DRE Lic. #: 00832933
Real Estate Broker (Firm)

By:

_____ DRE Lic. #: 01999561 Date: 3.27.25
(Salesperson or Broker-Associate)
Jack Blackmon

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which they are the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of Section 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. **(a)** A copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: **(1)** The seller's agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. **(2)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in Section 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in Section 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

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INITIALS INITIALS

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2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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Sent: Tuesday, October 28, 2025 2:12 PM
To: Julio N. Colomba <jcolomba@ymclegal.com>
Cc: Teresa Cummings <teresa.cummings@hccts.org>; Jonathan Raymond <jonathan.raymond@hccts.org>; Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: 406 9th Ave - Buyout

Julio,

After meeting with our brokers today we would like to touch base with the landlord at 406 9th Ave (San Diego) to request a buyout. Newmark reported that based on the market conditions and time remaining on this lease our chance for sublease is basically non-existent so want to ensure due diligence and attempt every option we have to abate the encumbered expenses. I have attached a copy of the lease, any recommended language or feedback is appreciated.

--

Matthew Lemos
Chief Business Official

A: 1111 Howe Ave Suite 540, Sacramento, CA 95825
C: 916-937-1719

W: hccts.org

On Tue, Oct 28, 2025 at 7:13 PM Julio N. Colomba <jcolomba@ymclegal.com> wrote:

> Matthew,
>
> I reviewed the lease. As I suspect the brokers may have told you, there really aren't any great provisions in the lease that would be helpful for securing early termination. AIRCRE form leases like this are typically drafted in favor of the landlord, and they leave it completely up to the landlord's discretion whether or not to agree to early lease termination through a buyout or otherwise, outside of a few limited circumstances that don't seem to apply here (damage/destruction of the premises, capital improvements need to be installed, etc.). Even after a landlord breach of the lease, there is no tenant termination right, so getting out of the lease will be entirely a matter of negotiation.
>
> Given the short time remaining on the lease, negotiating a buyout may be a long shot unless the landlord has an independent motive to cooperate, such as having another tenant reliably lined up or having an existing tenant who wants to expand into your suite. It may be unlikely, but it's still certainly worth reaching out to ask, and I would defer to your brokers on the strategy for conducting that negotiation.
>
> Best,
>
> Julio

Julio Colomba • Senior Counsel | Attorney at Law

t 916.646.1400 c 954.551.5989 w ymclegal.com

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CICA - 4998

From: Matthew Lemos <matthew.lemos@hccts.org>
Sent: Wednesday, October 29, 2025 10:22:40 AM
To: Julio N. Colomba <jcolomba@ymclegal.com>; Blackmon, Jack <Jack.Blackmon@nmrk.com>
Cc: Teresa Cummings <teresa.cummings@hccts.org>; Jonathan Raymond <jonathan.raymond@hccts.org>; Jerry W. Simmons <jsimmons@ymclegal.com>
Subject: [External] Re: 406 9th Ave - Buyout

Thanks Julio. That is as expected.

+Blackmon, Jack can we touch base with the landlord and request any possible terms or buyout options. We need to ensure we are completing our due diligence to the utmost degree on this item.

On Tue, Oct 28, 2025 at 7:13 PM Julio N. Colomba <jcolomba@ymclegal.com> wrote:

On Thu, Oct 30, 2025 at 1:56 PM Blackmon, Jack <Jack.Blackmon@nmrk.com> wrote:

Good afternoon,

I have a call into the Landlord to discuss the possibility of a termination and anticipate that I will hear back soon. Once I do, I will report back here immediately.

Thank you,

Please note my email has changed

Jack Blackmon
Director

NEWMARK
t 916.569.2372
m 916.494.2349
Jack.Blackmon@nmrk.com

RE License #01999561
Corporate RE License #00832933
Licensed Real Estate Broker

On Thu, Oct 30, 2025 at 2:41 PM Blackmon, Jack <Jack.Blackmon@nmrk.com> wrote:

> Allan and I connected just a moment ago. Without coming off as too aggressive or forceful, I did my best to grind him down to a settlement amount.
> He shared that his personal financial situation is not on fire now, and that he is very concerned that he would be able to identify a tenant during the holidays.
>
> Long story short, he is willing to cooperate with an early termination but would need the full rental amount paid as a component of that termination. He is also willing to deduct the current security deposit from that amount.
>
> If this works for HCCTS, we can determine the final remaining balance and draft a termination agreement.

Jack Blackmon
Director

NEWMARK
t 916.569.2372
m 916.494.2349
Jack.Blackmon@nmrk.com

RE License #01999561
Corporate RE License #00832933
Licensed Real Estate Broker

From: **Matthew Lemos** <matthew.lemos@hccts.org>
Date: Tue, Nov 4, 2025 at 11:15 AM
Subject: Re: [External] Re: 406 9th Ave - Buyout
To: Blackmon, Jack <Jack.Blackmon@nmrk.com>, AP Contracts <contracts@hccts.org>, HCCTS Finance Team <finance@hccts.org>
CC: Julio N. Colomba <jcolomba@ymclegal.com>, Teresa Cummings <teresa.cummings@hccts.org>, Jonathan Raymond <jonathan.raymond@hccts.org>, Jerry W. Simmons <jsimmons@ymclegal.com>

Jack,

I reviewed with Jonathan and we would like to pay it off and get it off the books. Can you please request a final invoice?

Adding +AP Contracts & +HCCTS Finance Team to assist.

Location Name	*Major*	Sum of Total
San Diego	**4300**	**$ 7,172.80**
	4400	$ 3,329.55
	5200	$ 25,905.16
	5500	$ 13,089.99
	5600	$ 180,136.16
	5800	$ 4,520.99
	5900	$ 32,014.80
San Diego Total		$ 266,169.45

OrgId	FiscalYear	JENumId	VendorName	TransactDescription	Fund	AcctNumId	Object	Major	Site	Location Nam	DateTimePost	DateEffective	AmtDR	AmtCR	Total
100	2026	EX26-00104	Alan Shera	406 9th Avenue, Suite 310, July 2025 Rent	64	64-0000-0-000	5610	5600	074	San Diego	07/03/2025	07/03/2025	$ 5,304.50	$ -	$ 5,304.50
100	2026	EX26-00386	Alan Shera	406 9th Avenue, Suite 310, AUG 2025 Rent	64	64-0000-0-000	5610	5600	074	San Diego	07/22/2025	07/22/2025	$ 5,304.50	$ -	$ 5,304.50
100	2026	EX26-00815	Alan Shera	406 9th Avenue, Suite 310, Sept 2025 Rent	64	64-0000-0-000	5610	5600	074	San Diego	08/22/2025	08/22/2025	$ 5,304.50	$ -	$ 5,304.50
100	2026	EX26-01219	Alan Shera	406 9th Avenue, Suite 310, Oct 2025 Rent	64	64-0000-0-000	5610	5600	074	San Diego	09/22/2025	09/22/2025	$ 5,304.50	$ -	$ 5,304.50
100	2026	EX26-01852	Alan Shera	406 9th Avenue, Suite 310, Nov 2025 Rent	64	64-0000-0-000	5610	5600	074	San Diego	10/29/2025	10/29/2025	$ 5,304.50	$ -	$ 5,304.50
100	2026	EX26-02143	Alan Shera	Termination of Lease - 406 9th Ave, San Diego, CA	64	64-0000-0-000	5610	5600	074	San Diego	11/17/2025	11/17/2025	$ 10,913.50	$ -	$ 10,913.50
100	2026	EX26-02150	Alan Shera	Reversal of EX26-02143	64	64-0000-0-000	5610	5600	074	San Diego	11/17/2025	11/17/2025	$ -	$ 10,913.50	$ (10,913.50)
100	2026	EX26-02152	Alan Shera	Termination of Lease - 406 9th Ave, San Diego, CA	64	64-0000-0-000	5610	5600	074	San Diego	11/17/2025	11/17/2025	$ 10,913.50	$ -	$ 10,913.50
100	2025	EX25-02338	Caltronics Business S	Copier Services August 2024	64	64-0000-0-000	5620	5600	074	San Diego	10/02/2024	10/02/2024	$ 7.51	$ -	$ 7.51
100	2025	GJ25-00204		Caltronics Reclass Inv 4191106	64	64-0000-0-000	5620	5600	074	San Diego	05/01/2025	10/02/2024	$ -	$ 114.38	$ (114.38)
100	2025	EX25-03333	Caltronics Business S	Copier Lease July 2024	64	64-0000-0-000	5620	5600	074	San Diego	10/11/2024	10/11/2024	$ 7.51	$ -	$ 7.51
100	2025	GJ25-00205		Caltronics Reclass Inv 4216501-CAL	64	64-0000-0-000	5620	5600	074	San Diego	05/01/2025	11/04/2024	$ -	$ 134.78	$ (134.78)
100	2025	EX25-04434	Caltronics Business S	Base Rate Charge for Copiers/Printers October 2024	64	64-0000-0-000	5620	5600	074	San Diego	11/14/2024	11/14/2024	$ 134.78	$ -	$ 134.78
100	2025	EX25-04435	Caltronics Business S	Base Rate Charge for Copiers/Printers September 20	64	64-0000-0-000	5620	5600	074	San Diego	11/14/2024	11/14/2024	$ 114.38	$ -	$ 114.38
100	2025	EX25-04474	Caltronics Business S	Reversal of EX25-04434	64	64-0000-0-000	5620	5600	074	San Diego	11/15/2024	11/15/2024	$ -	$ 134.78	$ (134.78)
100	2025	EX25-04475	Caltronics Business S	Reversal of EX25-04435	64	64-0000-0-000	5620	5600	074	San Diego	11/15/2024	11/15/2024	$ -	$ 114.38	$ (114.38)
100	2025	EX25-04487	Caltronics Business S	Base Rate Charge for Copiers/Printers October 2024	64	64-0000-0-000	5620	5600	074	San Diego	11/15/2024	11/15/2024	$ 134.78	$ -	$ 134.78
100	2025	EX25-04488	Caltronics Business S	Base Rate Charge for Copiers/Printers September 20	64	64-0000-0-000	5620	5600	074	San Diego	11/15/2024	11/15/2024	$ 114.38	$ -	$ 114.38
100	2025	GJ25-00206		Caltronics Reclass Inv 4216501-CAL	64	64-0000-0-000	5620	5600	074	San Diego	05/01/2025	12/03/2024	$ -	$ 7.51	$ (7.51)
100	2025	GJ25-00207		Caltronics Reclass Inv 4262730-CAL	64	64-0000-0-000	5620	5600	074	San Diego	05/01/2025	01/03/2025	$ -	$ 85.96	$ (85.96)
100	2025	GJ25-00208		Caltronics Reclass Inv 4289125-CAL	64	64-0000-0-000	5620	5600	074	San Diego	05/01/2025	02/04/2025	$ -	$ 103.35	$ (103.35)
100	2025	EX25-08017	Caltronics Business S	Dec 2024 Copier Lease	64	64-0000-0-000	5620	5600	074	San Diego	02/13/2025	02/13/2025	$ 85.96	$ -	$ 85.96
100	2025	EX25-08431	Caltronics Business S	Printer Lease for 01/01/25-01/31/25	64	64-0000-0-000	5620	5600	074	San Diego	02/24/2025	02/24/2025	$ 103.35	$ -	$ 103.35
100	2025	GJ25-00209		Caltronics Reclass Inv 4313210-CAL	64	64-0000-0-000	5620	5600	074	San Diego	05/01/2025	03/04/2025	$ -	$ 7.51	$ (7.51)
100	2025	GJ25-00210		Caltronics Reclass Inv 4313210-CAL A	64	64-0000-0-000	5620	5600	074	San Diego	05/01/2025	03/04/2025	$ -	$ -	$ -
100	2025	EX25-09011	Caltronics Business S	Nov 2024 Copier Leases	64	64-0000-0-000	5620	5600	074	San Diego	03/13/2025	03/13/2025	$ 7.51	$ -	$ 7.51
100	2025	EX25-09355	Caltronics Business S	Reversal of EX25-09011	64	64-0000-0-000	5620	5600	074	San Diego	03/28/2025	03/28/2025	$ -	$ 7.51	$ (7.51)
100	2025	EX25-09356	Caltronics Business S	Nov 2024 Copier Leases	64	64-0000-0-000	5620	5600	074	San Diego	03/28/2025	03/28/2025	$ 7.51	$ -	$ 7.51
100	2025	EX25-09714	Caltronics Business S	Feb 2025 Copier Leases	64	64-0000-0-000	5620	5600	074	San Diego	04/04/2025	04/04/2025	$ 7.51	$ -	$ 7.51
100	2025	EX25-10411	Canon Financial Ser	3/9/25-4/8/25 Printer Leases	64	64-0000-0-000	5620	5600	074	San Diego	04/30/2025	04/30/2025	$ 397.45	$ -	$ 397.45
100	2025	EX25-10720	Canon Financial Ser	5/9/25-6/8/25 Printer Leases	64	64-0000-0-000	5620	5600	074	San Diego	05/07/2025	05/07/2025	$ 195.96	$ -	$ 195.96
100	2025	EX25-11595	Canon Financial Ser	6.9.25-7.8.25 Printer Leases	64	64-0000-0-000	5620	5600	074	San Diego	06/06/2025	06/06/2025	$ 238.01	$ -	$ 238.01
100	2025	GJ25-00204		Caltronics Reclass Inv 4191106	64	64-0000-0-000	4320	4300	074	San Diego	05/01/2025	10/02/2024	$ 114.38	$ -	$ 114.38
100	2025	GJ25-00205		Caltronics Reclass Inv 4216501-CAL	64	64-0000-0-000	4320	4300	074	San Diego	05/01/2025	11/04/2024	$ 134.78	$ -	$ 134.78
100	2025	GJ25-00206		Caltronics Reclass Inv 4240261-CAL	64	64-0000-0-000	4320	4300	074	San Diego	05/01/2025	12/03/2024	$ 7.51	$ -	$ 7.51
100	2025	GJ25-00207		Caltronics Reclass Inv 4262730-CAL	64	64-0000-0-000	4320	4300	074	San Diego	05/01/2025	01/03/2025	$ 85.96	$ -	$ 85.96
100	2025	GJ25-00208		Caltronics Reclass Inv 4289125-CAL	64	64-0000-0-000	4320	4300	074	San Diego	05/01/2025	02/04/2025	$ 103.35	$ -	$ 103.35
100	2025	GJ25-00209		Caltronics Reclass Inv 4313210-CAL	64	64-0000-0-000	4320	4300	074	San Diego	05/01/2025	03/04/2025	$ 7.51	$ -	$ 7.51
100	2025	GJ25-00210		Caltronics Reclass Inv 4313210-CAL A	64	64-0000-0-000	4320	4300	074	San Diego	05/01/2025	03/04/2025	$ -	$ -	$ -
100	2025	EX25-10251	Caltronics Business S	Contract Usage Rate for 03.01.25 - 03.31.25	64	64-0000-0-000	4320	4300	074	San Diego	04/25/2025	04/25/2025	$ 7.51	$ -	$ 7.51
100	2025	EX25-11207	Caltronics Business S	April 2025 Contract Usage	64	64-0000-0-000	4320	4300	074	San Diego	05/23/2025	05/23/2025	$ 7.51	$ -	$ 7.51
100	2025	EX25-11813	Caltronics Business S	May 2025 Contract Usage	64	64-0000-0-000	4320	4300	074	San Diego	06/12/2025	06/12/2025	$ 4.07	$ -	$ 4.07
100	2025	EX25-02907	Cox Business	San Diego Internet	64	64-0000-0-000	5900	5900	074	San Diego	10/04/2024	07/03/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-03066	Cox Business	San Diego Internet	64	64-0000-0-000	5900	5900	074	San Diego	10/04/2024	07/15/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-02819	Cox Business	Internet services for San Diego	64	64-0000-0-000	5900	5900	074	San Diego	10/04/2024	08/14/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-02528	Cox Business	Internet services for San Diego	64	64-0000-0-000	5900	5900	074	San Diego	10/04/2024	09/30/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-02282	Comcast	Comcast 071524-083124	64	64-0000-0-000	5900	5900	074	San Diego	10/02/2024	10/02/2024	$ 3,047.56	$ -	$ 3,047.56
100	2025	EX25-02403	Comcast	Reversal of EX25-02282	64	64-0000-0-000	5900	5900	074	San Diego	10/03/2024	10/03/2024	$ -	$ 3,047.56	$ (3,047.56)
100	2025	EX25-02708	Cox Business	Reversal of EX25-02528	64	64-0000-0-000	5900	5900	074	San Diego	10/04/2024	10/04/2024	$ -	$ 494.82	$ (494.82)
100	2025	EX25-02986	Cox Business	Reversal of EX25-02907	64	64-0000-0-000	5900	5900	074	San Diego	10/04/2024	10/04/2024	$ -	$ 494.82	$ (494.82)
100	2025	EX25-03072	Comcast	Network Charges XXX0173 July 24 - August '24	64	64-0000-0-000	5900	5900	074	San Diego	10/04/2024	10/04/2024	$ 3,047.56	$ -	$ 3,047.56
100	2025	EX25-03744	Cox Business	Internet services for San Diego	64	64-0000-0-000	5900	5900	074	San Diego	10/25/2024	10/15/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-03485	Comcast	Reversal of EX25-03072	64	64-0000-0-000	5900	5900	074	San Diego	10/18/2024	10/18/2024	$ -	$ 3,047.56	$ (3,047.56)
100	2025	EX25-03491	Comcast	Network Charges XXX0173 July 24 - August '24	64	64-0000-0-000	5900	5900	074	San Diego	10/18/2024	10/18/2024	$ 3,047.56	$ -	$ 3,047.56
100	2025	EX25-04265	Comcast	Reversal of EX25-03491	64	64-0000-0-000	5900	5900	074	San Diego	11/06/2024	11/06/2024	$ -	$ 3,047.56	$ (3,047.56)
100	2025	EX25-04269	Comcast	Network Charges XXX0173 July 24 - August '24	64	64-0000-0-000	5900	5900	074	San Diego	11/06/2024	11/06/2024	$ 3,047.56	$ -	$ 3,047.56
100	2025	EX25-04576	Cox Business	Interent Services for 9th Ave.	64	64-0000-0-000	5900	5900	074	San Diego	11/19/2024	11/14/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-04676	Comcast	Internet Services August and September 2024	64	64-0000-0-000	5900	5900	074	San Diego	11/21/2024	11/21/2024	$ 1,897.80	$ -	$ 1,897.80
100	2025	EX25-06706	Cox Business	Internet Services for 9th Ave 11/23/24-12/22/24	64	64-0000-0-000	5900	5900	074	San Diego	01/02/2025	12/16/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-06737	Cox Business	Internet Services for 9th Ave 11/23/24-12/22/24	64	64-0000-0-000	5900	5900	074	San Diego	01/06/2025	12/16/2024	$ 494.82	$ -	$ 494.82
100	2025	EX25-06380	Comcast	Reversal of EX25-04676	64	64-0000-0-000	5900	5900	074	San Diego	12/27/2024	12/27/2024	$ -	$ 1,897.80	$ (1,897.80)
100	2025	EX25-06382	Comcast	Internet Services August and September 2024	64	64-0000-0-000	5900	5900	074	San Diego	12/30/2024	12/30/2024	$ 1,897.80	$ -	$ 1,897.80

100	2025	EX25-06725	Cox Business	Reversal of EX25-06706	64	64-0000-0-0001	5900	5900	074	San Diego	01/03/2025	01/03/2025	$ -	$ 494.82	$ (494.82)
100	2025	EX25-07035	Cox Business	Internet Services for 9th Ave	64	64-0000-0-0001	5900	5900	074	San Diego	01/16/2025	01/14/2025	$ 494.82	$ -	$ 494.82
100	2025	EX25-08335	Cox Business	Communication Services for 9th Ave	64	64-0000-0-0001	5900	5900	074	San Diego	02/24/2025	02/14/2025	$ 494.82	$ -	$ 494.82
100	2025	EX25-09189	Cox Business	Internet Services for 9th Ave	64	64-0000-0-0001	5900	5900	074	San Diego	03/20/2025	03/17/2025	$ 494.82	$ -	$ 494.82
100	2025	EX25-09357	Comcast	Acct# 934520173 - October 2024 Internet Charges	64	64-0000-0-0001	5900	5900	074	San Diego	03/28/2025	03/28/2025	$ 1,828.34	$ -	$ 1,828.34
100	2025	EX25-09358	Comcast	Acct# 934520173 - November 2024 Internet Charges	64	64-0000-0-0001	5900	5900	074	San Diego	03/28/2025	03/28/2025	$ 1,856.81	$ -	$ 1,856.81
100	2025	EX25-09359	Comcast	Acct# 934520173 - December 2024 Internet Charges	64	64-0000-0-0001	5900	5900	074	San Diego	03/28/2025	03/28/2025	$ 2,099.14	$ -	$ 2,099.14
100	2025	EX25-09360	Comcast	Acct# 934520173 - January 2025 Internet Charges	64	64-0000-0-0001	5900	5900	074	San Diego	03/28/2025	03/28/2025	$ 2,212.49	$ -	$ 2,212.49
100	2025	EX25-09361	Comcast	Acct# 934520173 - February 2025 Internet Charges	64	64-0000-0-0001	5900	5900	074	San Diego	03/28/2025	03/28/2025	$ 2,347.10	$ -	$ 2,347.10
100	2025	EX25-09362	Comcast	Acct# 934520173 - March 2025 Internet Charges	64	64-0000-0-0001	5900	5900	074	San Diego	03/28/2025	03/28/2025	$ 2,493.60	$ -	$ 2,493.60
100	2025	EX25-10167	Cox Business	Internet Services 03.23.25 - 04.22.25	64	64-0000-0-0001	5900	5900	074	San Diego	04/21/2025	04/14/2025	$ 494.82	$ -	$ 494.82
100	2025	EX25-10676	Cox Business	Acct 001 3110 103569804 Internet Charges 3/23/04/2	64	64-0000-0-0001	5900	5900	074	San Diego	05/07/2025	05/07/2025	$ 494.82	$ -	$ 494.82
100	2025	EX25-10828	Cox Business	Reversal of EX25-10676	64	64-0000-0-0001	5900	5900	074	San Diego	05/07/2025	05/07/2025	$ -	$ 494.82	$ (494.82)
100	2025	EX25-11153	Cox Business	Internet Services for 9th Ave	64	64-0000-0-0001	5900	5900	074	San Diego	05/20/2025	05/15/2025	$ 494.82	$ -	$ 494.82
100	2025	EX25-11267	Comcast	Acct# 934520173 Internet Service 04/01/25 - 04/30/2	64	64-0000-0-0001	5900	5900	074	San Diego	05/23/2025	05/23/2025	$ 1,780.30	$ -	$ 1,780.30
100	2025	AR25-00229	Cox Communication	Customer Refund	64	64-0000-0-0001	5900	5900	074	San Diego	07/16/2025	06/30/2025	$ -	$ 32.99	$ (32.99)
100	2025	EX25-06252	Conscious Water Co	Monthly water purchase for 9th Ave.	64	64-0000-0-0001	4300	4300	074	San Diego	12/26/2024	11/04/2024	$ 47.85	$ -	$ 47.85
100	2025	EX25-06430	Conscious Water Co	Monthly water purchase for 9th Ave.	64	64-0000-0-0001	4300	4300	074	San Diego	12/30/2024	11/04/2024	$ 47.85	$ -	$ 47.85
100	2025	EX25-06094	Conscious Water Co	Monthly water purchase for 9th Ave.	64	64-0000-0-0001	4300	4300	074	San Diego	12/26/2024	12/26/2024	$ 47.85	$ -	$ 47.85
100	2025	EX25-06183	Conscious Water Co	Reversal of EX25-06094	64	64-0000-0-0001	4300	4300	074	San Diego	12/26/2024	12/26/2024	$ -	$ 47.85	$ (47.85)
100	2025	EX25-06331	Conscious Water Co	Reversal of EX25-06252	64	64-0000-0-0001	4300	4300	074	San Diego	12/26/2024	12/26/2024	$ -	$ 47.85	$ (47.85)
100	2025	EX25-02433	Corporate Payment S	August monthly Water for San Diego Office	64	64-0000-0-0001	4300	4300	074	San Diego	10/03/2024	09/05/2024	$ 47.85	$ -	$ 47.85
100	2025	EX25-03823	Corporate Payment S	September monthly Water for San Diego Office	64	64-0000-0-0001	4300	4300	074	San Diego	10/31/2024	10/01/2024	$ 95.70	$ -	$ 95.70
100	2025	EX25-00137	La Clean House	San Diego cleaning services	64	64-0000-0-0001	5500	5500	074	San Diego	07/18/2024	07/18/2024	$ 700.00	$ -	$ 700.00
100	2025	EX25-01787	La Clean House	Cleaning Services for July 2024	64	64-0000-0-0001	5500	5500	074	San Diego	09/13/2024	09/13/2024	$ 700.00	$ -	$ 700.00
100	2025	EX25-03461	La Clean House	Cleaning services for San Diego	64	64-0000-0-0001	5500	5500	074	San Diego	10/17/2024	10/17/2024	$ 700.00	$ -	$ 700.00
100	2025	EX25-02891	San Diego Gas & Ele	San Diego Utilities	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	07/03/2024	$ 137.93	$ -	$ 137.93
100	2025	EX25-03049	San Diego Gas & Ele	San Diego Utilities	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	07/08/2024	$ 137.93	$ -	$ 137.93
100	2025	EX25-02813	San Diego Gas & Ele	Electric utilities for San Diego	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	08/07/2024	$ 252.31	$ -	$ 252.31
100	2025	EX25-02216	San Diego Gas & Ele	Electric Services Jul 17, 2024 - Aug 15, 2024	64	64-0000-0-0001	5510	5500	074	San Diego	10/01/2024	09/06/2024	$ 275.09	$ -	$ 275.09
100	2025	EX25-02547	San Diego Gas & Ele	Electric utilities for San Diego	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	09/30/2024	$ 252.31	$ -	$ 252.31
100	2025	EX25-02727	San Diego Gas & Ele	Reversal of EX25-02547	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	10/04/2024	$ -	$ 252.31	$ (252.31)
100	2025	EX25-02785	San Diego Gas & Ele	Electric utilities for San Diego	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	10/04/2024	$ 252.31	$ -	$ 252.31
100	2025	EX25-02799	San Diego Gas & Ele	Reversal of EX25-02785	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	10/04/2024	$ -	$ 252.31	$ (252.31)
100	2025	EX25-02970	San Diego Gas & Ele	Reversal of EX25-02891	64	64-0000-0-0001	5510	5500	074	San Diego	10/04/2024	10/04/2024	$ -	$ 137.93	$ (137.93)
100	2025	EX25-03621	San Diego Gas & Ele	SDGE Services for San Diego	64	64-0000-0-0001	5510	5500	074	San Diego	10/22/2024	10/08/2024	$ 335.69	$ -	$ 335.69
100	2025	EX25-05329	San Diego Gas & Ele	Electricity Services for 9th Ave.	64	64-0000-0-0001	5510	5500	074	San Diego	12/04/2024	11/06/2024	$ 155.34	$ -	$ 155.34
100	2025	EX25-06763	San Diego Gas & Ele	Electricity usage for 9th Ave.	64	64-0000-0-0001	5510	5500	074	San Diego	01/07/2025	12/06/2024	$ 187.28	$ -	$ 187.28
100	2025	EX25-07024	San Diego Gas & Ele	Electric Utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	01/13/2025	01/09/2025	$ 122.60	$ -	$ 122.60
100	2025	EX25-07190	San Diego Gas & Ele	Electric Utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	01/20/2025	01/15/2025	$ 122.60	$ -	$ 122.60
100	2025	EX25-08896	San Diego Gas & Ele	Electric Utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	03/13/2025	03/11/2025	$ 82.09	$ -	$ 82.09
100	2025	EX25-09844	San Diego Gas & Ele	Electric Utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	04/14/2025	04/09/2025	$ 121.30	$ -	$ 121.30
100	2025	EX25-10956	San Diego Gas & Ele	Electric utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	05/15/2025	05/09/2025	$ 13.75	$ -	$ 13.75
100	2025	EX25-11785	San Diego Gas & Ele	Electric Utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	06/11/2025	06/09/2025	$ 100.24	$ -	$ 100.24
100	2025	AP25-00058	San Diego Gas & Ele	Electric Utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	07/01/2025	06/24/2025	$ 55.45	$ -	$ 55.45
100	2025	AP25-00074	San Diego Gas & Ele	Electric Utilities for 9th Ave	64	64-0000-0-0001	5510	5500	074	San Diego	07/01/2025	06/27/2025	$ 55.45	$ -	$ 55.45
100	2025	AP25-00066	San Diego Gas & Ele	Reversal of AP25-00058	64	64-0000-0-0001	5510	5500	074	San Diego	07/01/2025	06/30/2025	$ -	$ 55.45	$ (55.45)
100	2025	EX25-05982	La Clean House	November 2024 Commercial Cleaning Service	64	64-0000-0-0001	5520	5500	074	San Diego	12/20/2024	12/20/2024	$ 420.00	$ -	$ 420.00
100	2025	EX25-05983	La Clean House	November 2024 Commercial Cleaning Service	64	64-0000-0-0001	5520	5500	074	San Diego	12/20/2024	12/20/2024	$ 700.00	$ -	$ 700.00
100	2025	GJ25-00007		July 2024 Rent - 406 9th Avenue, Suite 310	64	64-0000-0-0001	5610	5600	074	San Diego	10/01/2024	07/02/2024	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-00513	Alan Shera	August Rent	64	64-0000-0-0001	5610	5600	074	San Diego	07/29/2024	07/29/2024	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-01449	Alan Shera	406 9th Avenue, Suite 310, September Rent	64	64-0000-0-0001	5610	5600	074	San Diego	08/28/2024	08/28/2024	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-02112	Alan Shera	406 9th Avenue, Suite 310, San Diego, CA Oct 2024	64	64-0000-0-0001	5610	5600	074	San Diego	09/20/2024	09/20/2024	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-03497	Alan Shera	406 9th Avenue, Suite 310, - November 2024 Rent	64	64-0000-0-0001	5610	5600	074	San Diego	10/21/2024	10/21/2024	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-05003	Alan Shera	December '24 Rent - 406 9th Avenue, Suite 310	64	64-0000-0-0001	5610	5600	074	San Diego	11/25/2024	11/25/2024	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-05789	Alan Shera	406 9th Avenue, Suite 310, January 2025 Rent	64	64-0000-0-0001	5610	5600	074	San Diego	12/20/2024	12/20/2024	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-07244	Alan Shera	February 2025 Rent - 406 9th Ave, Suite 310	64	64-0000-0-0001	5610	5600	074	San Diego	01/21/2025	01/21/2025	$ 5,150.00	$ -	$ 5,150.00
100	2025	EX25-08340	Alan Shera	406 9th Avenue, Suite 310, March 2025 Rent	64	64-0000-0-0001	5610	5600	074	San Diego	02/24/2025	02/24/2025	$ 5,304.50	$ -	$ 5,304.50
100	2025	EX25-09120	Alan Shera	406 9th Avenue, Suite 310, April 2025 Rent	64	64-0000-0-0001	5610	5600	074	San Diego	03/19/2025	03/19/2025	$ 5,304.50	$ -	$ 5,304.50
100	2025	EX25-09914	Alan Shera	406 9th Avenue, Suite 310, May 2025 Rent	64	64-0000-0-0001	5610	5600	074	San Diego	04/16/2025	04/16/2025	$ 5,304.50	$ -	$ 5,304.50
100	2025	EX25-11223	Alan Shera	406 9th Avenue, Suite 310, June 2025 Rent	64	64-0000-0-0001	5610	5600	074	San Diego	05/23/2025	05/23/2025	$ 5,304.50	$ -	$ 5,304.50
100	2024	EX24-00019		Period from 7.01.23-7.31.23	64	64-0000-0-0001	5620	5600	074	San Diego	08/18/2023	08/18/2023	$ 7.51	$ -	$ 7.51
100	2024	EX24-00147		Period from 09/01/23 - 09/30/23	64	64-0000-0-0001	5620	5600	074	San Diego	10/06/2023	10/06/2023	$ 7.51	$ -	$ 7.51

100	2024	EX24-00609	Period from 08/01/23 - 08/31/23	64	64-0000-0-000(	5620	5600	074	San Diego	11/01/2023	11/01/2023	$ 7.51	$ -	$ 7.51
100	2024	EX24-00141	Period from 10/01/23 - 10/31/23	64	64-0000-0-000(	5620	5600	074	San Diego	11/09/2023	11/09/2023	$ 7.51	$ -	$ 7.51
100	2024	EX24-00123	Period from 11/01/23 - 11/30/23	64	64-0000-0-000(	5620	5600	074	San Diego	12/14/2023	12/14/2023	$ 7.51	$ -	$ 7.51
100	2024	EX24-00351	Period from 12/01/23 - 12/31/23	64	64-0000-0-000(	5620	5600	074	San Diego	01/19/2024	01/19/2024	$ 7.51	$ -	$ 7.51
100	2024	EX24-00926	Period from 01/01/24-01/31/24	64	64-0000-0-000(	5620	5600	074	San Diego	02/15/2024	02/15/2024	$ 7.54	$ -	$ 7.54
100	2024	EX24-00927	Period from 02/01/24 - 02/29/24	64	64-0000-0-000(	5620	5600	074	San Diego	03/13/2024	03/13/2024	$ 7.67	$ -	$ 7.67
100	2024	EX24-00923	Shipping	64	64-0000-0-000(	5620	5600	074	San Diego	04/12/2024	04/12/2024	$ 7.51	$ -	$ 7.51
100	2024	EX24-00924	Freight 04/01/24 - 04/30/24	64	64-0000-0-000(	5620	5600	074	San Diego	05/09/2024	05/09/2024	$ 7.51	$ -	$ 7.51
100	2024	EX24-00609	Period from 06/01/23 - 06/30/23	64	64-0000-0-000(	5990	5900	074	San Diego	11/01/2023	11/01/2023	$ 7.51	$ -	$ 7.51
100	2024	EX24-00906	Umpqua CC Statement 092823-6593	64	64-0000-0-000(	4300	4300	074	San Diego	10/02/2023	10/02/2023	$ 47.85	$ -	$ 47.85
100	2024	EX24-01530	CONSCIOUS WATER COMPANY-OPERATIONS HC	64	64-0000-0-000(	4300	4300	074	San Diego	11/27/2023	11/27/2023	$ 47.85	$ -	$ 47.85
100	2024	EX24-00329	Credit Card Payment - Acct 0909	64	64-0000-0-000(	4300	4300	074	San Diego	12/07/2023	12/07/2023	$ 47.85	$ -	$ 47.85
100	2024	EX24-00904	Umpqua CC Statement 072823-4558-1839	64	64-0000-0-000(	5200	5200	074	San Diego	08/02/2023	08/02/2023	$ 218.98	$ -	$ 218.98
100	2024	EX24-00329	Credit Card Payment - Acct 0909	64	64-0000-0-000(	5800	5800	074	San Diego	12/07/2023	12/07/2023	$ 320.00	$ -	$ 320.00
100	2024	EX24-00007	Acct. XXXXX9804 Charges 07/23/23 - 08/22/23	64	64-0000-0-000(	5900	5900	074	San Diego	08/04/2023	08/04/2023	$ 451.92	$ -	$ 451.92
100	2024	EX24-00011	Acct. XXXXX9804 Charges 08/23/23 - 09/22/23	64	64-0000-0-000(	5900	5900	074	San Diego	09/07/2023	09/07/2023	$ 451.92	$ -	$ 451.92
100	2024	EX24-00009	Acct. XXXXX9804 Charges 09/23/23 - 10/22/23	64	64-0000-0-000(	5900	5900	074	San Diego	10/03/2023	10/03/2023	$ 451.92	$ -	$ 451.92
100	2024	EX24-00076	Acct. XXXXX9804 Charges 10/23/23 - 11/22/23	64	64-0000-0-000(	5900	5900	074	San Diego	11/08/2023	11/08/2023	$ 451.92	$ -	$ 451.92
100	2024	EX24-00102	Acct XXXXXXXXXXXX9804 New charges 11/23 - 12/	64	64-0000-0-000(	5900	5900	074	San Diego	12/08/2023	12/08/2023	$ 451.92	$ -	$ 451.92
100	2024	EX24-00156	Acct XXXXXXXXXXXX9804 New charges 12/23/23 -	64	64-0000-0-000(	5900	5900	074	San Diego	01/09/2024	01/09/2024	$ 451.92	$ -	$ 451.92
100	2024	EX24-00993	(API24-0273)Acct XXXXXXXXXXXX9804 New charg	64	64-0000-0-000(	5900	5900	074	San Diego	02/12/2024	02/12/2024	$ 451.92	$ -	$ 451.92
100	2024	EX24-01032	Acct XXXXXXXXXXXX9804 New charges 02/23-03/2	64	64-0000-0-000(	5900	5900	074	San Diego	03/07/2024	03/07/2024	$ 451.92	$ -	$ 451.92
100	2024	EX24-00923	Acct XXXXXXXXXXXX9804 New charges 03/23/24 -	64	64-0000-0-000(	5900	5900	074	San Diego	04/12/2024	04/12/2024	$ 451.92	$ -	$ 451.92
100	2024	EX24-01197	Cable, High Speed Data & Telephone Service	64	64-0000-0-000(	5900	5900	074	San Diego	05/15/2024	05/15/2024	$ 451.92	$ -	$ 451.92
100	2024	EX24-01238	Acct# XXXXXXXX9804 Internet services	64	64-0000-0-000(	5900	5900	074	San Diego	06/14/2024	06/14/2024	$ 451.92	$ -	$ 451.92
100	2024	EX24-00043	Signs and Installation	64	64-0000-0-000(	4300	4300	074	San Diego	08/08/2023	08/08/2023	$ 215.00	$ -	$ 215.00
100	2024	EX24-00043	Signs and Installation	64	64-0000-0-000(	4300	4300	074	San Diego	08/08/2023	08/08/2023	$ 1.16	$ -	$ 1.16
100	2024	EX24-00150	HCCTS Per Diem Check Requests - B. Hamilton	64	64-0000-0-000(	5200	5200	074	San Diego	07/14/2023	07/14/2023	$ 600.00	$ -	$ 600.00
100	2024	EX24-00149	HCCTS Per Deim - M. Valdivia	64	64-0000-0-000(	5200	5200	074	San Diego	07/21/2023	07/21/2023	$ 375.00	$ -	$ 375.00
100	2024	EX24-00228	Car Rental Agreement 463617430	64	64-0000-0-000(	5200	5200	074	San Diego	09/01/2023	09/01/2023	$ 268.84	$ -	$ 268.84
100	2024	EX24-00463	HCCTS Per Diem - K. Taylor	64	64-0000-0-000(	5200	5200	074	San Diego	10/19/2023	10/19/2023	$ 75.00	$ -	$ 75.00
100	2024	EX24-00463	HCCTS Per Diem - B. Hamilton	64	64-0000-0-000(	5200	5200	074	San Diego	10/19/2023	10/19/2023	$ 75.00	$ -	$ 75.00
100	2024	EX24-01530	SOUTHWES 5262214808631-Brian Hamilton	64	64-0000-0-000(	5200	5200	074	San Diego	11/27/2023	11/27/2023	$ 262.98	$ -	$ 262.98
100	2024	EX24-01064	CONSCIOUS WATER COMPANY-3 bottles of Minera	64	64-0000-0-000(	5800	5800	074	San Diego	04/02/2024	04/02/2024	$ 47.85	$ -	$ 47.85
100	2024	EX24-01030	CONSCIOUS WATER COMPANY-OPERATIONS HC	64	64-0000-0-000(	5800	5800	074	San Diego	05/06/2024	05/06/2024	$ 47.85	$ -	$ 47.85
100	2024	EX24-00330	Credit Card Payment Acct 0909 - December 2023	64	64-0000-0-000(	4300	4300	074	San Diego	01/03/2024	01/03/2024	$ 47.85	$ -	$ 47.85
100	2024	EX24-00331	Credit Card Payment Acct 0909 - January 2024	64	64-0000-0-000(	4300	4300	074	San Diego	01/25/2024	01/25/2024	$ 47.85	$ -	$ 47.85
100	2024	EX24-01015	CONSCIOUS WATER COMPANY-3 bottles of Minera	64	64-0000-0-000(	4300	4300	074	San Diego	02/28/2024	02/28/2024	$ 47.85	$ -	$ 47.85
100	2024	EX24-00385	Electric Services for 05/18/23 - 06/16/23	64	64-0000-0-000(	5500	5500	074	San Diego	07/10/2023	07/10/2023	$ 129.64	$ -	$ 129.64
100	2024	EX24-00395	Electric Services for 6/17/23 - 7/18/23	64	64-0000-0-000(	5500	5500	074	San Diego	08/09/2023	08/09/2023	$ 197.10	$ -	$ 197.10
100	2024	EX24-00183	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	08/16/2023	08/16/2023	$ 330.00	$ -	$ 330.00
100	2024	EX24-00011	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	09/07/2023	09/07/2023	$ 550.00	$ -	$ 550.00
100	2024	EX24-00111	Electric Services for 7/19/23 -8/16/23	64	64-0000-0-000(	5500	5500	074	San Diego	09/07/2023	09/07/2023	$ 248.33	$ -	$ 248.33
100	2024	EX24-00311	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	10/04/2023	10/04/2023	$ 330.00	$ -	$ 330.00
100	2024	EX24-00386	Electric Services for 08/17/23 - 09/15/23	64	64-0000-0-000(	5500	5500	074	San Diego	10/10/2023	10/10/2023	$ 184.60	$ -	$ 184.60
100	2024	EX24-00387	Electric Services for 09/16/23 - 10/16/23	64	64-0000-0-000(	5500	5500	074	San Diego	11/07/2023	11/07/2023	$ 132.93	$ -	$ 132.93
100	2024	EX24-00076	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	11/08/2023	11/08/2023	$ 550.00	$ -	$ 550.00
100	2024	EX24-00388	Electric Services for 10/17/23 - 11/14/23	64	64-0000-0-000(	5500	5500	074	San Diego	12/06/2023	12/06/2023	$ 223.94	$ -	$ 223.94
100	2024	EX24-00052	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	12/18/2023	12/18/2023	$ 550.00	$ -	$ 550.00
100	2024	EX24-00312	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	01/12/2024	01/12/2024	$ 440.00	$ -	$ 440.00
100	2024	EX24-00389	Electric Services for 11/15/23 - 12/14/23	64	64-0000-0-000(	5500	5500	074	San Diego	01/16/2024	01/16/2024	$ 175.67	$ -	$ 175.67
100	2024	EX24-00390	Electric Services for 11/15/23 - 12/14/23 (BatchId:CD	64	64-0000-0-000(	5500	5500	074	San Diego	01/16/2024	01/16/2024	$ 175.67	$ -	$ 175.67
100	2024	EX24-00391	Electric Services for 11/15/23 - 12/14/23 (BatchId:CD	64	64-0000-0-000(	5500	5500	074	San Diego	01/16/2024	01/16/2024	$ -	$ 175.67	$ (175.67)
100	2024	EX24-01237	Electric Services for 12/15/23 - 1/16/24	64	64-0000-0-000(	5500	5500	074	San Diego	02/08/2024	02/08/2024	$ 169.37	$ -	$ 169.37
100	2024	EX24-00926	Commercial Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	02/15/2024	02/15/2024	$ 550.00	$ -	$ 550.00
100	2024	EX24-01239	Electric Services for 1/17/24 - 2/14/24	64	64-0000-0-000(	5500	5500	074	San Diego	03/08/2024	03/08/2024	$ 171.88	$ -	$ 171.88
100	2024	EX24-01085	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	03/12/2024	03/12/2024	$ 440.00	$ -	$ 440.00
100	2024	EX24-01181	Electric Services for 02/15/24-03/15/24	64	64-0000-0-000(	5500	5500	074	San Diego	04/08/2024	04/08/2024	$ 158.03	$ -	$ 158.03
100	2024	EX24-00957	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	04/09/2024	04/09/2024	$ 700.00	$ -	$ 700.00
100	2024	EX24-01188	Electric Services for 3/16/24-4/15/24	64	64-0000-0-000(	5500	5500	074	San Diego	05/07/2024	05/07/2024	$ 61.12	$ -	$ 61.12
100	2024	EX24-00983	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	05/10/2024	05/10/2024	$ 560.00	$ -	$ 560.00
100	2024	EX24-00934	Commerical Cleaning Service	64	64-0000-0-000(	5500	5500	074	San Diego	06/04/2024	06/04/2024	$ 700.00	$ -	$ 700.00
100	2024	EX24-01189	Electric Services for Apr 16, 2024 - May 15, 2024	64	64-0000-0-000(	5500	5500	074	San Diego	06/06/2024	06/06/2024	$ 132.54	$ -	$ 132.54

100	2024	GJ24-00021		Pre-Paid Reclass YE 22-23	64	64-0000-0-000(	5610	5600	074	San Diego	07/02/2023	07/02/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00301		Pre-Paid Rent/CAM July 2023- Alan Shera	64	64-0000-0-000(	5610	5600	074	San Diego	07/02/2023	07/02/2023	$ -	$ 5,000.00	$ (5,000.00)
100	2024	EX24-00528		Invoice for PO-240147 074 - San Diego; 406 9th Ave	64	64-0000-0-000(	5610	5600	074	San Diego	07/20/2023	07/20/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00302		Rent August 2023 - 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	07/20/2023	07/20/2023	$ -	$ 5,000.00	$ (5,000.00)
100	2024	EX24-00531		Invoice for PO-240147 074 - San Diego; 406 9th Ave	64	64-0000-0-000(	5610	5600	074	San Diego	08/17/2023	08/17/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00303		Rent September 2023 - 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	08/17/2023	08/17/2023	$ -	$ 5,000.00	$ (5,000.00)
100	2024	EX24-00530		Invoice for PO-240147 074 - San Diego; 406 9th Ave	64	64-0000-0-000(	5610	5600	074	San Diego	09/20/2023	09/20/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00304		Rent October 2023 - 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	09/20/2023	09/20/2023	$ -	$ 5,000.00	$ (5,000.00)
100	2024	EX24-00529		Invoice for PO-240147 074 - San Diego; 406 9th Ave	64	64-0000-0-000(	5610	5600	074	San Diego	10/19/2023	10/19/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00326		Rent November 2023 - 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	10/19/2023	10/19/2023	$ -	$ 5,000.00	$ (5,000.00)
100	2024	EX24-00316		Dec 2023 Rent - San Diego; 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	11/17/2023	11/17/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00332		Dec 2023 Rent - San Diego; 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	11/17/2023	11/17/2023	$ -	$ 5,000.00	$ (5,000.00)
100	2024	EX24-00578		January2024 Rent-406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	12/15/2023	12/15/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00338		January2024 Rent-406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	12/15/2023	12/15/2023	$ -	$ 5,000.00	$ (5,000.00)
100	2024	EX24-00425		Invoice for PO-240147 074 - San Diego; 406 9th Ave	64	64-0000-0-000(	5610	5600	074	San Diego	01/17/2024	01/17/2024	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00345		Feb 2024 Rent-406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	01/17/2024	01/17/2024	$ -	$ 3,448.00	$ (3,448.00)
100	2024	EX24-00970		March 2024 Rent-406 9th Ave #31	64	64-0000-0-000(	5610	5600	074	San Diego	02/16/2024	02/16/2024	$ 5,150.00	$ -	$ 5,150.00
100	2024	EX24-00971		APRIL 2024 Rent-406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	03/19/2024	03/19/2024	$ 5,150.00	$ -	$ 5,150.00
100	2024	EX24-00972		May 2024 Rent ; 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	04/17/2024	04/17/2024	$ 5,150.00	$ -	$ 5,150.00
100	2024	EX24-00973		June 2024 Rent; 406 9th Ave #310	64	64-0000-0-000(	5610	5600	074	San Diego	05/20/2024	05/20/2024	$ 5,150.00	$ -	$ 5,150.00
100	2024	GJ24-00126		406 9th Street	64	64-0000-0-000(	5610	5600	074	San Diego	06/30/2024	06/30/2024	$ 1,218.00	$ -	$ 1,218.00
100	2024	GJ24-00301		Pre-Paid Rent/CAM July 2023- Alan Shera	64	64-6030-0-000(	5610	5600	074	San Diego	07/02/2023	07/02/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00302		Rent August 2023 - 406 9th Ave #310	64	64-6030-0-000(	5610	5600	074	San Diego	07/20/2023	07/20/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00303		Rent September 2023 - 406 9th Ave #310	64	64-6030-0-000(	5610	5600	074	San Diego	08/17/2023	08/17/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00304		Rent October 2023 - 406 9th Ave #310	64	64-6030-0-000(	5610	5600	074	San Diego	09/20/2023	09/20/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00326		Rent November 2023 - 406 9th Ave #310	64	64-6030-0-000(	5610	5600	074	San Diego	10/19/2023	10/19/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00332		Dec 2023 Rent - San Diego; 406 9th Ave #310	64	64-6030-0-000(	5610	5600	074	San Diego	11/17/2023	11/17/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00338		January2024 Rent-406 9th Ave #310	64	64-6030-0-000(	5610	5600	074	San Diego	12/15/2023	12/15/2023	$ 5,000.00	$ -	$ 5,000.00
100	2024	GJ24-00345		Feb 2024 Rent-406 9th Ave #310	64	64-6030-0-000(	5610	5600	074	San Diego	01/17/2024	01/17/2024	$ 3,448.00	$ -	$ 3,448.00
MIP	2023	API23-0332	Umpqua Bank	CONSCIOUS WATER COMPANY	62	62-0000-0-000(	4300	4300	074	San Diego	4/25/2023	4/2/2023	$ 47.85	$ -	$ 47.85
MIP	2023	API23-0343	Umpqua Bank	CONSCIOUS WATER COMPANY	62	62-0000-0-000(	4300	4300	074	San Diego	6/30/2023	5/1/2023	$ 47.85	$ -	$ 47.85
MIP	2023	API23-0354	Umpqua Bank	CONSCIOUS WATER COMPANY	62	62-0000-0-000(	4300	4300	074	San Diego	6/30/2023	6/30/2023	$ 47.85	$ -	$ 47.85
MIP	2023	API23-0229	Blaisdell's Business I	Freight/Shipping (non taxable)	62	62-0000-0-000(	4300	4300	074	San Diego	3/29/2023	3/29/2023	$ 925.00	$ -	$ 925.00
MIP	2023	API23-0229	Blaisdell's Business I	Tax (7.75%)	62	62-0000-0-000(	4300	4300	074	San Diego	3/29/2023	3/29/2023	$ 258.04	$ -	$ 258.04
MIP	2023	API23-0263	Blaisdell's Business I	BEVEL LOOP LEG 60 BLACK	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 660.00	$ -	$ 660.00
MIP	2023	API23-0263	Blaisdell's Business I	SNGLE BEV CONN BEAM BRCKT	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 158.80	$ -	$ 158.80
MIP	2023	API23-0263	Blaisdell's Business I	RCTNGLR TOP 30X72 MDRN WLNT	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 603.20	$ -	$ 603.20
MIP	2023	API23-0263	Blaisdell's Business I	ADJ MAIN DESK BEAM 48-72 BLK	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 249.20	$ -	$ 249.20
MIP	2023	API23-0263	Blaisdell's Business I	MESH STACK CHAIR,BLK FRM/ST BK 6020PDRBL/	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 687.50	$ -	$ 687.50
MIP	2023	API23-0263	Blaisdell's Business I	FREIGHT/SHIPPING CHARGE	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 550.00	$ -	$ 550.00
MIP	2023	API23-0263	Blaisdell's Business I	TAX 7.75%	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 182.80	$ -	$ 182.80
MIP	2023	API23-0263-co	Blaisdell's Business I	ADJ MAIN DESK BEAM 48-72 BLK	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 249.20	$ -	$ 249.20
MIP	2023	API23-0263-co	Blaisdell's Business I	MESH STACK CHAIR,BLK FRM/ST BK 6020PDRBL/	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 687.50	$ -	$ 687.50
MIP	2023	API23-0263-co	Blaisdell's Business I	FREIGHT/SHIPPING CHARGE	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 550.00	$ -	$ 550.00
MIP	2023	API23-0263-co	Blaisdell's Business I	TAX 7.75%	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 182.80	$ -	$ 182.80
MIP	2023	API23-0263-co	Blaisdell's Business I	BEVEL LOOP LEG 60 BLACK	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 660.00	$ -	$ 660.00
MIP	2023	API23-0263-co	Blaisdell's Business I	SNGLE BEV CONN BEAM BRCKT	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 158.80	$ -	$ 158.80
MIP	2023	API23-0263-co	Blaisdell's Business I	RCTNGLR TOP 30X72 MDRN WLNT	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ 603.20	$ -	$ 603.20
MIP	2023	API23-0263-Re	Blaisdell's Business I	BEVEL LOOP LEG 60 BLACK	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ -	$ 660.00	$ (660.00)
MIP	2023	API23-0263-Re	Blaisdell's Business I	SNGLE BEV CONN BEAM BRCKT	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ -	$ 158.80	$ (158.80)
MIP	2023	API23-0263-Re	Blaisdell's Business I	RCTNGLR TOP 30X72 MDRN WLNT	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ -	$ 603.20	$ (603.20)
MIP	2023	API23-0263-Re	Blaisdell's Business I	ADJ MAIN DESK BEAM 48-72 BLK	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ -	$ 249.20	$ (249.20)
MIP	2023	API23-0263-Re	Blaisdell's Business I	MESH STACK CHAIR,BLK FRM/ST BK 6020PDRBL/	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ -	$ 687.50	$ (687.50)
MIP	2023	API23-0263-Re	Blaisdell's Business I	FREIGHT/SHIPPING CHARGE	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ -	$ 550.00	$ (550.00)
MIP	2023	API23-0263-Re	Blaisdell's Business I	TAX 7.75%	62	62-0000-0-000(	4300	4300	074	San Diego	5/1/2023	5/1/2023	$ -	$ 182.80	$ (182.80)
MIP	2023	API23-0270	Amazon Capital Serv	Magnetic Glass Whiteboard Dry Erase Board, 47x35 I	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 114.99	$ -	$ 114.99
MIP	2023	API23-0270	Amazon Capital Serv	tax	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 8.91	$ -	$ 8.91
MIP	2023	API23-0269	Amazon Capital Serv	Brio CLBL420V2 Bottom Loading Water Cooler Dispe	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 194.00	$ -	$ 194.00
MIP	2023	API23-0269	Amazon Capital Serv	Quartet Glass Whiteboard, Magnetic Dry Erase White	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 328.09	$ -	$ 328.09
MIP	2023	API23-0269	Amazon Capital Serv	tax_cost	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 40.47	$ -	$ 40.47
MIP	2023	API23-0270	Amazon Capital Serv	Mrs. Meyer's Liquid Dish Soap Refill, Biodegradable F	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 11.09	$ -	$ 11.09
MIP	2023	API23-0270	Amazon Capital Serv	Mrs. Meyer's Hand Soap Refill, Made with Essential C	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 8.99	$ -	$ 8.99
MIP	2023	API23-0270	Amazon Capital Serv	AmazonCommercial 7 Gallon Commercial Office Was	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 19.94	$ -	$ 19.94

MIP	2023	API23-0270	Amazon Capital Serv	shipping handling	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 15.00	$ -	$ 15.00
MIP	2023	API23-0270	Amazon Capital Serv	Magnetic Glass Whiteboard Dry Erase Board, 47x35 I	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 114.99	$ -	$ 114.99
MIP	2023	API23-0270	Amazon Capital Serv	tax	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 64.80	$ -	$ 64.80
MIP	2023	API23-0270	Amazon Capital Serv	NIUBEE Acrylic Pen Holder 3 Compartments, Black F	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 14.99	$ -	$ 14.99
MIP	2023	API23-0270	Amazon Capital Serv	MoodClue 12 neon erasable liquid chalk markers. Wh	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 24.95	$ -	$ 24.95
MIP	2023	API23-0270	Amazon Capital Serv	MAISON ARTS Black Counter Height 24 Bar Stools S	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 149.99	$ -	$ 149.99
MIP	2023	API23-0270	Amazon Capital Serv	MECOWON Absorbent Coasters for Drinks with Holde	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 22.89	$ -	$ 22.89
MIP	2023	API23-0270	Amazon Capital Serv	CNGLASS Double Wall Thermo Glass Coffee Cup 13	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 38.99	$ -	$ 38.99
MIP	2023	API23-0270	Amazon Capital Serv	CNGLASS 10oz Glass Coffee Mugs,Double Wall Insu	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 39.55	$ -	$ 39.55
MIP	2023	API23-0270	Amazon Capital Serv	Glad ForceFlex Protection Series Tall Kitchen Trash B	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 21.98	$ -	$ 21.98
MIP	2023	API23-0270	Amazon Capital Serv	Kohler Step Trash Can, 13 Gallon, Black Stainless St	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 139.99	$ -	$ 139.99
MIP	2023	API23-0270	Amazon Capital Serv	Glad Medium Drawstring Trash Bags with Clorox, 8 G	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 15.41	$ -	$ 15.41
MIP	2023	API23-0270	Amazon Capital Serv	JEBBLAS Bamboo Natural Absorbent Sponges Kitche	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 12.88	$ -	$ 12.88
MIP	2023	API23-0270	Amazon Capital Serv	Casabella Sink Sider Duo Soap Dispensers with Spor	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 24.59	$ -	$ 24.59
MIP	2023	API23-0270	Amazon Capital Serv	Keurig K-Cafe Single-Serve K-Cup Coffee Maker, Lat	62	62-0000-0-000(	4300	4300	074	San Diego	4/30/2023	4/30/2023	$ 159.99	$ -	$ 159.99
MIP	2023	API23-0229	Blaisdell's Business I	Furniture & Materials (taxable)	62	62-0000-0-000(	4400	4400	074	San Diego	3/29/2023	3/29/2023	$ 3,329.55	$ -	$ 3,329.55
MIP	2023	API23-0206	Estevan Whitfield	HCCTS Per Diem - E. Whitfield	62	62-0000-0-000(	5200	5200	074	San Diego	3/6/2023	3/6/2023	$ 225.00	$ -	$ 225.00
MIP	2023	API23-0289	Estevan Whitfield	HCCTS Per Diem - E. Whitfield	62	62-0000-0-000(	5200	5200	074	San Diego	5/18/2023	5/18/2023	$ 225.00	$ -	$ 225.00
MIP	2023	API23-0283	Umpqua Bank	HERTZ 0459321	62	62-0000-0-000(	5200	5200	074	San Diego	5/23/2023	4/3/2023	$ 214.94	$ -	$ 214.94
MIP	2023	API23-0283	Umpqua Bank	GRAND HYATT SAN DIEGO1	62	62-0000-0-000(	5200	5200	074	San Diego	5/23/2023	4/3/2023	$ 1,100.56	$ -	$ 1,100.56
MIP	2023	API23-0283	Umpqua Bank	GRAND HYATT SAN DIEGO2	62	62-0000-0-000(	5200	5200	074	San Diego	5/23/2023	4/3/2023	$ 1,020.56	$ -	$ 1,020.56
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262473325050	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 467.96	$ -	$ 467.96
MIP	2023	API23-0354	Umpqua Bank	MARRIOTT MISSION VALLE1	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 697.84	$ -	$ 697.84
MIP	2023	API23-0354	Umpqua Bank	MARRIOTT MISSION VALLE2	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 1,273.96	$ -	$ 1,273.96
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262466960860	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 67.00	$ -	$ 67.00
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262459799341	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 514.96	$ -	$ 514.96
MIP	2023	API23-0354	Umpqua Bank	MARRIOTT MISSION VALLE	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 1,182.67	$ -	$ 1,182.67
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262466956842	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 82.00	$ -	$ 82.00
MIP	2023	API23-0209	Umpqua Bank	SOUTHWES 5262408604197	62	62-0000-0-000(	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ 313.95	$ -	$ 313.95
MIP	2023	API23-0243	Estevan Whitfield	HCCTS Per Diem - E. Whitfield	62	62-0000-0-000(	5200	5200	074	San Diego	4/17/2023	4/17/2023	$ 150.00	$ -	$ 150.00
MIP	2023	API23-0331	Umpqua Bank	SOUTHWES 5262446835518	62	62-0000-0-000(	5200	5200	074	San Diego	6/27/2023	4/24/2023	$ 447.95	$ -	$ 447.95
MIP	2023	API23-0332	Umpqua Bank	SOUTHWES 5262445605090	62	62-0000-0-000(	5200	5200	074	San Diego	4/25/2023	4/2/2023	$ 562.96	$ -	$ 562.96
MIP	2023	API23-0332	Umpqua Bank	SOUTHWES 5262445604835	62	62-0000-0-000(	5200	5200	074	San Diego	4/25/2023	4/2/2023	$ 293.98	$ -	$ 293.98
MIP	2023	API23-0332	Umpqua Bank	SOUTHWES 5262445604801	62	62-0000-0-000(	5200	5200	074	San Diego	4/25/2023	4/2/2023	$ 612.97	$ -	$ 612.97
MIP	2023	API23-0332	Umpqua Bank	SOUTHWES 5262445604849	62	62-0000-0-000(	5200	5200	074	San Diego	4/25/2023	4/2/2023	$ 739.96	$ -	$ 739.96
MIP	2023	API23-0332	Umpqua Bank	GRAND HYATT SAN DIEGO2	62	62-0000-0-000(	5200	5200	074	San Diego	4/25/2023	4/2/2023	$ 1,935.84	$ -	$ 1,935.84
MIP	2023	API23-0332	Umpqua Bank	HYATT ANDAZ SAN DIEGO2	62	62-0000-0-000(	5200	5200	074	San Diego	4/25/2023	4/2/2023	$ 348.19	$ -	$ 348.19
MIP	2023	API23-0343	Umpqua Bank	HYATT ANDAZ SAN DIEGO	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	5/1/2023	$ 685.10	$ -	$ 685.10
MIP	2023	API23-0343	Umpqua Bank	SOUTHWES 5269961376971	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	5/1/2023	$ -	$ 42.00	$ (42.00)
MIP	2023	API23-0343	Umpqua Bank	SOUTHWES 5262452599189	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	5/1/2023	$ 581.96	$ -	$ 581.96
MIP	2023	API23-0333	Estevan Whitfield	Reimbursement Request - E. Whitfield	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 50.00	$ -	$ 50.00
MIP	2023	API23-0336	Kevin Taylor	Reimbursement Request - K.Taylor	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/27/2023	$ 1,808.08	$ -	$ 1,808.08
MIP	2023	JV24-0004		HERTZ 0459321-Umpqua CC Statement 042823-65	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 551.56	$ -	$ 551.56
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262462384063	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 579.96	$ -	$ 579.96
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262462280960	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 588.96	$ -	$ 588.96
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262462280990	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 783.97	$ -	$ 783.97
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262462384056	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 546.96	$ -	$ 546.96
MIP	2023	API23-0336	Commerce Bank	Previous Balance and Late Charge	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/27/2023	$ 780.86	$ -	$ 780.86
MIP	2023	API23-0209	Umpqua Bank	SOUTHWES 5262408604153	62	62-0000-0-000(	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ 342.98	$ -	$ 342.98
MIP	2023	API23-0209	Umpqua Bank	GRAND HYATT SAN DIEGO 1	62	62-0000-0-000(	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ 840.56	$ -	$ 840.56
MIP	2023	API23-0209	Umpqua Bank	GRAND HYATT SAN DIEGO	62	62-0000-0-000(	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ 969.38	$ -	$ 969.38
MIP	2023	API23-0209	Umpqua Bank	SOUTHWES 5269949221912-	62	62-0000-0-000(	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ -	$ 120.01	$ (120.01)
MIP	2023	API23-0209	Umpqua Bank	SOUTHWES 5262408604060	62	62-0000-0-000(	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ 263.98	$ -	$ 263.98
MIP	2023	API23-0209	Umpqua Bank	SOUTHWES 5262408604151	62	62-0000-0-000(	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ 737.96	$ -	$ 737.96
MIP	2023	API23-0206	Lorena Cuevas	HCCTS Per Diem - L. Cuevas	62	62-0000-0-000(	5200	5200	074	San Diego	3/6/2023	3/6/2023	$ 225.00	$ -	$ 225.00
MIP	2023	API23-0217	Lorena Cuevas	Employee Reimbursement - L. Cuevas	62	62-0000-0-000(	5200	5200	074	San Diego	3/21/2023	3/20/2023	$ 42.00	$ -	$ 42.00
MIP	2023	API23-0318	Kevin Taylor	HCCTS Per Diem - K. Taylor	62	62-0000-0-000(	5200	5200	074	San Diego	6/16/2023	6/16/2023	$ 150.00	$ -	$ 150.00
MIP	2023	API23-0354	Umpqua Bank	HOTEL DEL CORONADO	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 791.54	$ -	$ 791.54
MIP	2023	JV24-0004		COLONIAL CAB-Umpqua CC Statement 042823-659	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 25.31	$ -	$ 25.31
MIP	2023	API23-0354	Umpqua Bank	SOUTHWES 5262473325056	62	62-0000-0-000(	5200	5200	074	San Diego	6/30/2023	6/30/2023	$ 654.96	$ -	$ 654.96
MIP	2023	CD23-0066	San Diego Gas & Ele	Electric Services for 3/15/23 - 04/17/23	62	62-0000-0-000(	5500	5500	074	San Diego	5/12/2023	5/12/2023	$ 119.93	$ -	$ 119.93
MIP	2023	CD23-0071	San Diego Gas & Ele	Electric Services for April 18th to May 17th 2023	62	62-0000-0-000(	5500	5500	074	San Diego	6/8/2023	6/8/2023	$ 103.24	$ -	$ 103.24
MIP	2023	API23-0215	Alan Shera	1/2 March 2023 Rent	62	62-0000-0-000(	5610	5600	074	San Diego	3/14/2023	3/14/2023	$ 2,500.00	$ -	$ 2,500.00

MIP	2023	API23-0219	Alan Shera	San Diego Rent -April 2023	62	62-0000-0-0001	5610	5600	074	San Diego	3/20/2023	3/20/2023	$ 5,000.00	$ -	$	5,000.00
MIP	2023	API23-0291	Alan Shera	406 9th Avenue, Suite 310 - Rent for June 2023	62	62-0000-0-0001	5610	5600	074	San Diego	5/22/2023	5/22/2023	$ 5,000.00	$ -	$	5,000.00
MIP	2023	API23-0257	Alan Shera	San Diego Rent- May 2023	62	62-0000-0-0001	5610	5600	074	San Diego	4/20/2023	4/20/2023	$ 5,000.00	$ -	$	5,000.00
MIP	2023	API23-0325	Caltronics Business S	Period From 05/01/23 - 05/31/23	62	62-0000-0-0001	5620	5600	074	San Diego	6/23/2023	6/23/2023	$ 21.25	$ -	$	21.25
MIP	2023	API23-0325	Caltronics Business S	Freight	62	62-0000-0-0001	5620	5600	074	San Diego	6/23/2023	6/23/2023	$ 13.92	$ -	$	13.92
MIP	2023	API23-0325	Caltronics Business S	Rouding Variance	62	62-0000-0-0001	5620	5600	074	San Diego	6/23/2023	6/23/2023	$ 7.26	$ -	$	7.26
MIP	2023	API23-0323	Caltronics Business S	Sales Order#755733	62	62-0000-0-0001	5800	5800	074	San Diego	6/20/2023	6/20/2023	$ 125.00	$ -	$	125.00
MIP	2023	API23-0286	Blaisdell's Business I	Installation (taxable)	62	62-0000-0-0001	5800	5800	074	San Diego	5/18/2023	3/28/2023	$ 1,125.00	$ -	$	1,125.00
MIP	2023	API23-0286	Blaisdell's Business I	Tax (7.75%)	62	62-0000-0-0001	5800	5800	074	San Diego	5/18/2023	3/28/2023	$ 87.19	$ -	$	87.19
MIP	2023	API23-0286	Blaisdell's Business I	INSTALLATION, NON RETURNABLE	62	62-0000-0-0001	5800	5800	074	San Diego	5/17/2023	5/17/2023	$ 916.10	$ -	$	916.10
MIP	2023	API23-0286	Blaisdell's Business I	tax	62	62-0000-0-0001	5800	5800	074	San Diego	5/17/2023	5/17/2023	$ 71.00	$ -	$	71.00
MIP	2023	API23-0308	Continental Electric I	Cost For Work Completed To 3727 Marconi Ave	62	62-0000-0-0001	5800	5800	074	San Diego	6/7/2023	6/7/2023	$ 1,781.00	$ -	$	1,781.00
MIP	2023	API23-0310	Comcast Business	Acct # XXXXX2263 -Business Services 04/15/23 - 05	62	62-0000-0-0001	5900	5900	074	San Diego	6/13/2023	6/9/2023	$ 595.03	$ -	$	595.03
MIP	2023	API23-0235	Cox Business	Acct. XXXXX9804 Charges 03/23/23 - 04/22/23	62	62-0000-0-0001	5900	5900	074	San Diego	4/11/2023	4/11/2023	$ 569.37	$ -	$	569.37
MIP	2023	VD23-0047	Cox Business	Acct. XXXXX9804 Charges 03/23/23 - 04/22/23	62	62-0000-0-0001	5900	5900	074	San Diego	4/11/2023	4/18/2023	$ -	$ 569.37	$	(569.37)
MIP	2023	API23-0273	Cox Business	Acct. XXXXX9804 Charges 04/23/23 - 05/22/23	62	62-0000-0-0001	5900	5900	074	San Diego	5/8/2023	5/8/2023	$ 444.37	$ -	$	444.37
MIP	2023	API23-0273-CC	Cox Business	Acct. XXXXX9804 Charges 04/23/23 - 05/22/23	62	62-0000-0-0001	5900	5900	074	San Diego	5/8/2023	5/8/2023	$ 444.37	$ -	$	444.37
MIP	2023	API23-0273-RE	Cox Business	Acct. XXXXX9804 Charges 04/23/23 - 05/22/23	62	62-0000-0-0001	5900	5900	074	San Diego	5/8/2023	5/8/2023	$ -	$ 444.37	$	(444.37)
MIP	2023	API23-0332	Umpqua Bank	COX COMM SAN DIEGO	62	62-0000-0-0001	5900	5900	074	San Diego	4/25/2023	4/2/2023	$ 569.37	$ -	$	569.37
MIP	2023	API23-0310	Cox Business	Acct. XXXXX9804 Charges 05/23/23 - 06/22/23	62	62-0000-0-0001	5900	5900	074	San Diego	6/9/2023	6/9/2023	$ 394.37	$ -	$	394.37
MIP	2023	API23-0339	Cox Business	Acct. XXXXX9804 Charges 06/23/23 - 07/22/23	62	62-0000-0-0001	5900	5900	074	San Diego	6/30/2023	7/10/2023	$ 554.68	$ -	$	554.68
MIP	2023	API23-0209	Umpqua Bank	SOUTHWES 5262198924047-1	09	09-0000-0-0001	5200	5200	074	San Diego	2/2/2023	1/1/2023	$ -	$ 287.96	$	(287.96)

California Innovative Career Academy

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

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted September 26, 2025

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GLOSSARY

Term	Definition
CICA	California Innovative Career Academy; an adult-serving independent study charter high school.
HCCTS	Highlands Community Charter and Technical Schools; the charter management organization that operates CICA.
TRUSD	Twin Rivers Unified School District; the charter authorizer for CICA.
WIOA	Workforce Innovation and Opportunity Act; federal legislation supporting workforce development programs, which CICA partners with.
SETA	Sacramento Employment and Training Agency; a WIOA-funded partner organization.
CAASPP	California Assessment of Student Performance and Progress; a statewide academic assessment system.
CAST	California Science Test; a science component of the CAASPP suite.
CASAS	Comprehensive Adult Student Assessment Systems; a nationally validated testing system for adult basic education.
COAAP	Civic Objective and Additional Assessment Plan; assessment modules for EL Civics programs, aligned to CASAS.
EL Civics	English Literacy and Civics Education; curriculum combining English acquisition with civic participation.
SBAC	Smarter Balanced Assessment Consortium; standardized tests in ELA and Math included in CAASPP.
Edcite	A digital assessment platform used by CICA for EL Civics, End of Level tests and state testing practice.
Newsela	An online platform providing leveled articles for reading comprehension and critical thinking.
Burlington English	An English language learning platform offering digital and printable content for all levels.
Reading with Relevance	A literacy program using novels to develop reading and social-emotional skills.

ABC English	A foundational English curriculum for beginning learners.
Theme Packets	In-house, theme-based curriculum aligned to CASAS standards for various proficiency levels.
CTE	Career Technical Education; hands-on training in specific career pathways.
DASS	Dashboard Alternative School Status; a CDE accountability model for alternative schools like CICA.
SOP	Standard Operating Procedure; internal guidelines, such as those for attendance.
LCAP	Local Control and Accountability Plan; a planning and accountability tool required by the state.
CALPADS	California Longitudinal Pupil Achievement Data System; state reporting system for student-level data.
Great Hall	A collaborative platform at CICA where educators share curriculum resources.
ELPAC	English Language Proficiency Assessments for California; not used at CICA because it serves only adult learners.
ADEL	Adult English Language Learner; CICA's designation for adult English learners, not assessed by ELPAC.
SELPA	Special Education Local Plan Area; CICA remains a "school of the district" for special education purposes rather than joining a SELPA.
SDAIE	Specially Designed Academic Instruction in English; strategies for teaching academic content to English learners.
CCSS	Common Core State Standards; academic content standards adopted by California.
ESSA	Every Student Succeeds Act; federal law governing K-12 public education.
ESEA	Elementary and Secondary Education Act; federal legislation reauthorized by ESSA.
FERPA	Family Educational Rights and Privacy Act; federal law protecting student education records.
Ralph M. Brown Act	California law ensuring public access to meetings of local government bodies.

CAEP	California Adult Education Program; not the model used at CICA, which provides more extensive support.
NRS	National Reporting System; the federal accountability system for adult education programs.
GOALS 2	CASAS Math and Reading assessments for higher-level learners in the HS program.
ABC (College)	Advanced Beauty College; a discontinued external CTE partner.
Unitek College	A former CTE partner offering medical assistant training (now discontinued).
Federico	A discontinued CTE partner offering cosmetology and barbering training.
MIXED Institute	An external CTE partner offering cosmetology-related training.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I, hereby certify that the information submitted in this application for California Innovative Career Academy, located within the boundaries and authority limits of the Twin Rivers Unified School District, is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school. California Innovative Career Academy (also referred to herein as "CICA" and "Charter School") shall:

- California Innovative Career Academy will commence services prior to September 30, 2019. The target date for the beginning of instruction is July 8, 2019: which will ensure compliance with Education Code § 47652(c).
- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605 (e)(1).)
- Not charge tuition. (Ed. Code § 47605 (e)(1).)
- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(e)(1); Ed. Code § 220.)]
- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(e)(2)(A).) unless CICA receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to CICA shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of CICA in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School's capacity. Preference shall be extended to pupils currently attending Charter School. (Ed. Code § 47605 (d) (2) (B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed.

Code § 47605(e)(3).)

- Encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. (Ed. Code §47605(n).)
- The Charter School shall adhere to each of the conditions in Education Code § 47605(e)(4)(A)-(D), including: (A) not discouraging any student from enrolling, or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code § 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. (Ed. Code § 47605(e)(4)(A)-(D)]
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code § 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non- charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's students and teachers regarding the school's educational programs. (Ed. Code § 47605(d)(2).)
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities in Education Improvement Act of 2004.
- Meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary.
- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. (Ed Code § 47605(l)(1).)
- At all times maintain all necessary and appropriate insurance coverage.
- For each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Ed. Code § 47612.5(a)(1)(A)-(D).
- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.

- On a regular basis, consult with Charter Schools students, parents and teachers regarding the school's education programs. (Ed. Code § 47605(d)(2).)
- Comply with any applicable jurisdictional limitations to locations of its facilities.
- Comply with all laws establishing the minimum and maximum age for public school enrollment.
- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- Comply with the Brown Act and the Public Records Act.
- Comply with the Family Educational Rights and Privacy Act.
- Comply with Government Code Section 1090, et seq., as set forth in Ed. Code §47604.1.
- Comply with the Political Reform Act, Government Code Section 81000, et seq.
- Meet or exceed the legally required minimum of school days. (Title 5 California Code of Regulations § 11960.)

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September 24, 2025

Element A: The Educational Program

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

In accordance with California Education Code § 47605.1(f) and 47612.1, all instruction with CICA will be provided exclusively in partnership with a WIOA-funded organization, or other legally allowed exclusive partnership. CICA currently has a Memorandum of Understanding with the Sacramento Employment and Training Agency (SETA), the workforce development board for Sacramento County. Adult students who meet the terms of the partnership agreement and statutory requirements may be served by CICA.

Education Program Overview
Highlands Community Charter and Technical Schools (Highlands) is one of California's largest public charter organizations dedicated to second-chance learners. Highlands operates two public charter high schools for second-chance learners: Highlands Community Charter School (HCCS), a classroom-based program established in 2014, and California Innovative Career Academy (CICA), an independent study school founded in 2019. Both schools provide adults with the opportunity to earn a high school diploma while building workforce skills and career pathways.

The need for this type of charter school is immense. More than four million adults in California have not completed high school, yet tuition-free options for returning learners remain scarce. Highlands fills this critical gap with a model that not only transforms individual students, but also strengthens families and uplifts entire communities. California cannot afford to leave millions of adults without a diploma and a workforce pathway—and Highlands exists to ensure that doesn't happen. Our model is creating generational change while directly fueling the state's workforce pipeline.

California Innovative Career Academy

California Innovative Career Academy (CICA) is one of Highland's two charter school programs. CICA provides a flexible independent study model designed for adults.

CICA serves:

- Adults aged 22 years old and older without a US high school diploma
- Parents who left school early to raise children
- Adults rebuilding after involvement with the justice system
- Immigrants and refugees seeking to learn English
- Working adults who left school for economic reasons

Reflecting Sacramento's international diversity, CICA enrolls students from dozens of countries and language groups, including large communities from Afghanistan, Ukraine, Russia, Mexico, and Vietnam. Students engage in individualized learning plans, meet regularly with teachers, and access in-person and online support designed around their schedules, languages, and goals. Instruction integrates English language development, diploma completion, and career training so that multilingual learners can strengthen academic and workforce skills simultaneously.

Mission and Vision Statement
CICA is a diverse community for social justice, serving the underserved, providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, CICA builds new legacies leading to self-sufficiency and generational change.

Vision
The vision of CICA is to eradicate educational inequality and promote workforce success.

Educational Philosophy
CICA believes the biggest challenge of the 21st century has been, and will continue to be, ensuring that all people have the opportunity to obtain the skills and knowledge necessary for sustainable living wage jobs. To meet this challenge in a constantly changing technological, academic, and professional environment, students must:

- Become self-motivated, competent, and lifelong learners.
- Build academic, workforce, and social-emotional skills.
- Engage in flexible, student-centered instruction tailored to individual needs.

CICA affirms that a well-educated person must not only demonstrate strong academic proficiency but also be equipped with the habits of mind and adaptability required to navigate an evolving global economy. Lifelong learning, problem-solving, and creative thinking are essential for building opportunity and transforming talent into true skill. These qualities enable students to contribute meaningfully to their communities and pursue personal and professional success. While CICA is committed to offering the same broad course of study to all students, it is grounded in the knowledge that flexible instruction tailored to meet the needs of individuals is essential to achieving positive outcomes for the diverse population it serves.

Impact

CICA is demonstrating measurable impact:

- **Graduation:** Nearly 580students graduated from CICA in 2024–25 alone.
- **Employment:** More than half (53%) of HCCTS graduates reported jobs averaging above $20/hour, and 40% pursued college.
- **Career pipeline:** One in four graduates at HCCTS completed a CTE program in fields like health care, transportation, IT, and skilled trades. In the 2024-2025 school year 370 students visited the Center for Workforce Solutions a total of 622 times.
- **Family transformation:** Parents returning to school model persistence and achievement

for their children, breaking intergenerational cycles of poverty.
- **Justice and opportunity:** To date, Highlands has facilitated 24 expungements, helping returning citizens reenter the workforce with stability and dignity.

Student Population

CICA serves a uniquely diverse student population, with the majority being immigrants and Below you will find a table that shows all the locations where CICA teachers and staff are refugees. Some students arrive with advanced degrees from their home countries, having worked as engineers, teachers, or medical professionals. Others come with little or no formal education and are just beginning to learn to read, write, or speak English. Our model is designed to honor this full spectrum of lived experience—meeting students where they are and supporting them in reaching their goals.

CICA welcomes all adult learners over the age of 22, admitting students based on available capacity and through lottery procedures. At its core, the school is guided by the belief that every student—regardless of their starting point—deserves access to a high-quality education, a pathway to a brighter future, and the unwavering support of a community that sees and nurtures their potential.

CICA Locations where instructors meet for in-person engagement with students:

CICA Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610

Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

Leadership
In July 2025, CICA entered a new era of reform and renewal under the leadership of Executive Director Jonathan Raymond, a former superintendent of Sacramento City Unified School District. With a sharpened focus on transparency, equity, and academic rigor, we are reimagining what second-chance education can be in California.

Our goal is to build back better with integrity, urgency, and a deep commitment to putting students first in every decision. We are raising standards across the board: ensuring every classroom has a credentialed teacher, implementing clear policies for fiscal responsibility, lowering class sizes, implementing a rigorous and standards-aligned curriculum, adjusting the bell schedules to expand professional learning for teachers, and broadening access to career training aligned with California's and Sacramento's workforce needs.

While the school is currently operating with fewer staff and reduced enrollment due to recent layoffs, the reforms now underway are deep and structural. Each initiative reflects our commitment to rebuilding a school system that delivers on its promise to students, families, and the public.

Executive Leadership
The Executive Leadership at CICA provides high-quality leadership to create and sustain a meaningful learning environment that supports student academic progress. Under the direction of the Board, the Cabinet—comprising the Executive Director, Chief Academic Officer, Chief Operating Officer and Chief Business Officer—develops, implements, and evaluates key school systems and processes, including academic, human resources, finances, assessment, facilities, and accountability. Job descriptions and qualifications for each role are outlined below.

Leadership Team

Jonathan Raymond, Executive Director
Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City

School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic, investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform, and the early stages of a statewide shift toward equity-driven education. Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most underserved schools into high-performing campuses — all while navigating one of the toughest fiscal climates in California history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, and holds a JD from George Mason University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Chief Operations Officer

Teresa is a seasoned systems-level leader with nearly three decades of experience transforming education through strategy, accountability, and innovation. She has served as Chief of Staff and Chief Accountability Officer, bringing clarity, alignment, and execution to large-scale organizational priorities. Holding a Ph.D. from the University of Illinois, Chicago, Teresa's career spans the full spectrum of education—from PreK–12 classrooms to community colleges and universities—where she has excelled as a teacher, administrator, and author of mathematics curricula.

Her leadership portfolio includes extensive executive-level district administration, where she has shaped policy, accountability systems, and instructional improvement at scale. Beyond the district level, Teresa has advanced research and development efforts for non-profits, the Riverside County Office of Education, and the Stuart Foundation, where she co-developed an organizational health review now used to strengthen institutional performance.

Across every role, Teresa has been recognized for her ability to integrate research, practice, and policy into sustainable systems that drive student achievement and organizational excellence.

Eric Chapman, Chief Academic Officer

Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within the Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership has focused on building systems that foster equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Matthew Lemos, Chief Business Officer

Matthew Lemos brings more than two decades of leadership experience in finance, operations, and team management across both the education and hospitality sectors. He began his career in the gaming industry, serving as a floor supervisor, pit manager, and head trainer, where he developed expertise in staff development, customer service, and process improvement. Transitioning to the nonprofit and education fields, Matthew has spent the past six years directing financial services for charter schools in California and Nevada. He has overseen multimillion-dollar budgets, compliance with state and federal regulations, and the development of policies and systems that ensure fiscal stability and operational excellence.

Matthew currently serves as Chief Business Official for Highlands Community Charter and Technical Schools, where he provides strategic leadership in finance, operations, and risk management to support the school's mission of preparing career-ready graduates. Known for his strong communication skills, ethical leadership, and collaborative approach, he is dedicated to building sustainable systems that strengthen schools and expand opportunities for students and staff alike.

Melissa Roberson, Director of Accountability and Assessment

Melissa Roberson is the Director of Accountability and Assessment, bringing over a decade of experience in education with a strong foundation in teaching, leadership, and data-driven decision-making. She earned her Master's degree from the University of Southern California in 2016 and went on to serve as a principal for five years, where she championed student outcomes and teacher growth. With a background as an experienced ELD and ESL teacher, Melissa has deep expertise in instructional strategies and supporting English learners. In her current role, she oversees WASC accreditation, state reporting, and manages the relationship with the Twin Rivers Unified School District, ensuring compliance and alignment with school goals. Known for her integrity, student-centered approach, and sharp focus on data, Melissa is dedicated to building systems that elevate teaching and learning for all students.

Mayra Valdivia, Director of School Services

Mayra Valdivia is an educator and administrator dedicated to advancing student success through

strategic leadership, community partnership, and program development. She began her career as a high school counselor, supporting students' academic, social-emotional, and career growth, and later served as Lead ELD Counselor, directing programs that expanded services for English learners. She went on to serve as Director of Student Services and Assistant Deputy Director at Highlands Community Charter and Technical Schools, overseeing counseling, student support, and departmental operations while strengthening community partnerships. In 2024, she was appointed Deputy Director of School Services, where she supervises directors, guides program implementation, and represents the organization in legislative and community settings to advocate for policies benefiting students and families. Mayra holds a Master of Science in School Counseling from California State University, Sacramento, and earned her Preliminary Administrative Services Credential in 2024. She has also completed leadership and charter school business officer training through the Charter Schools Development Center. Fluent in English and Spanish, she is a strong advocate for equity and access, committed to expanding opportunities for diverse student populations.

Student Challenges and Needs
CICA incorporates several innovative features throughout its programming, anchored by a few distinct approaches that set it apart from other local schools and allow it to serve the whole student. CICA serves adult learners balancing complex lives. Many students juggle employment, family care, and basic needs, often without reliable transportation, devices, internet, or childcare – limiting the time they can devote to school.

Trauma and Life Experiences
A significant number of students have experienced displacement, poverty, homelessness, addiction, or justice-system involvement. Students who have experienced incarceration face additional barriers to re-entry and benefit from CICA's targeted academic and social-emotional supports.

Basic Needs
Many students lack access to fundamental necessities, including food, appropriate clothing, school supplies, and stable housing. Refugee and immigrant students also navigate new cultural norms and technology while building English proficiency and seeking employment.

Student Goals and Motivations
Students enroll with interconnected goals: improving English proficiency, earning a long deferred high school diploma, developing career skills, supporting their families, and engaging more fully in their communities. For many, the diploma is both a dream realized and a gateway to economic stability and higher education. CICA recognizes that academic achievement must be pursued alongside students' broader life goals, creating pathways that honor both educational attainment and personal aspirations.

Characteristics of an Educated Person in the 21st Century

CICA defines an educated person in the 21st century as someone who:

- Masters core academics (English, mathematics, science, history/social science) and communicates effectively in English in college and workplace settings.
- Thinks critically and acts independently, applying problem-solving in academic and professional contexts.
- Collaborates and contributes, practicing empathy, constructive communication, and conflict resolution in diverse, multi-age, multicultural classrooms.
- Engages as a global citizen, understanding democratic principles and social, political, and environmental issues, and participating respectfully across cultures.
- Is digitally fluent, using technology confidently for learning, work, and civic life.
- Balances well-being, developing habits that sustain healthy, productive lives across family, work, and community.

Our students seek understanding and peace within multi-age, multicultural classrooms and respect the rights of others to do the same. We support students in developing personal habits for a healthy lifestyle—balancing academics, leisure, work, family, and community. Students who have limited access to technology learn to use digital tools for increased success in school, work, and civic life.

Our students are scholars who build proficiency in English, Mathematics, Science, and Social Studies/History. As members of the California community, they communicate effectively and contribute to the world around them. They are prepared to meet the expectations of college classrooms and to engage thoughtfully with new ideas.

Our students are community members who collaborate with others, contribute to projects, and manage and resolve conflicts using the communication tools learned in our classrooms. They are motivated to provide meaningful service and to apply their developing talents in real settings. We send our students into the workforce confident in the communication, collaboration, and competency they have developed.

Our students are citizens of the world who understand the foundations of constitutional democracy, the rights and responsibilities of all, and the importance of staying informed about political, social, and environmental issues. By learning together in diverse classrooms and on our campuses, students deepen their understanding of other political, social, and cultural systems and practice peaceful coexistence.

Our students are members of an increasingly technical and information-based world and are competent, comfortable users of a wide range of technologies. They view technology as an integral part of learning and life and remain open to new tools and approaches as they emerge.

Core Beliefs

CICA supports all adult learners 22 and older to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every

aspect of our instructional design, student support systems, and organizational culture.

CICA's instructional model is grounded in three beliefs that reflect the complexity and humanity of adult learning:

Learning Happens Within the Contexts of Safe and Trusting Relationships
Adult learners, particularly those who have experienced educational trauma or systemic barriers, require learning environments that prioritize psychological safety alongside academic rigor. Trust is not a luxury in adult education—it is a prerequisite for the kind of vulnerable, transformative learning that leads to lasting change.

- **Trauma-Informed Educational Practices.** Many of our students carry the impacts of various forms of trauma, including displacement or systemic oppression. Our approach recognizes that trauma affects learning by impacting memory, concentration, and the ability to take academic risks. We create predictable, supportive environments where students can rebuild their relationship with learning in contexts that feel safe and affirming.
- **Relational Pedagogy.** We understand that learning is fundamentally relational. Students are more likely to engage in challenging academic work when they feel seen, known, and valued by their instructors and peers. Our educators invest time in building authentic relationships with students, learning about their goals, interests, and concerns. This relational foundation allows for the kind of honest feedback and academic push that leads to growth.
- **Community Building and Peer Support.** We intentionally cultivate learning communities where students support each other's growth and success. This includes structured opportunities for peer collaboration, study groups, and mentoring relationships.

Instruction Meets Students Where They Are
Meeting students where they are is more than an instructional strategy—it is a fundamental stance that honors the diverse pathways that bring adult learners to our doors. Our students arrive with varying levels of formal education, different cultural approaches to learning, and unique combinations of strengths and areas for growth. This reality requires us to move beyond one-size-fits-all approaches toward responsive teaching that builds on what students already know and can do.

- **Support for students with interrupted or inconsistent formal education (SIFE).** We pair intensive foundational skill-building with access to grade-level content, explicitly teaching academic literacy (how to use texts, take notes, discuss, and present) while maintaining high expectations.
- **Asset-based assessment and design.** We start from each learner's full profile—schooling, work, community, and self-directed learning—to connect new knowledge to existing strengths.
- **Flexible pathways**. Multiple routes, paces, and modalities; choice in demonstrating learning; supports that fit adult schedules.
- **Responsive teaching.** Ongoing formative assessment drives just-in-time re-teaching or acceleration (see Professional Development for PD structures).
- **Cultural and linguistic responsiveness.** We leverage what students know—and

how they know it—to make rigorous content accessible.

Adults Learn Best With Agency and Relevance.
Every student develops an Individual Learning Plan (ILP) that names short- and long-term goals (education, work, family). During orientation, students learn pathways and requirements so they can make informed choices. Teachers and counselors help students write SMART goals, map required credits/certifications, and identify supports. Progress is revisited in regular check-ins using simple dashboards/trackers, and students complete brief reflections to build the metacognitive habits that sustain lifelong learning.

- **Choice and Flexibility in Learning.** Adult learners thrive when they have options in how they engage with content and demonstrate their learning. We provide multiple ways for students to explore topics of interest, pursue individual research projects, and showcase their growing knowledge and skills.
- **Real-World Connections and Application.** Learning feels most relevant when students can see immediate applications to their lives and goals. The curriculum we use has many opportunities to connect academic content to contemporary issues, workplace skills, and community engagement opportunities. Students might analyze historical patterns to understand current social issues or conduct scientific investigations related to health or environmental concerns in their communities.
- **Career and College Integration.** We explicitly connect academic learning to students' career and college goals, helping them understand how the skills they're developing will serve them in future educational and professional contexts. This includes developing academic habits of mind, communication skills, and critical thinking abilities that transfer across contexts.
- **Student Voice and Feedback.** Students have regular opportunities to provide feedback about their learning experiences and suggest improvements to courses and programs. Please see the student survey section below for more detailed information. We view students as partners in the educational process, recognizing that their insights about what supports their learning are essential for continuous improvement. This feedback loop helps students develop advocacy skills while ensuring our programs remain responsive to their needs.
- **Ownership of Learning Outcomes.** We support students in developing the ability to assess their own learning and set goals for improvement. This includes teaching students to use rubrics, reflect on their growth over time, and identify specific strategies that support their success.

These three foundational beliefs work together to create learning environments where adult students can achieve their educational goals while developing the skills, knowledge, and confidence they need for continued success in their academic, professional, and civic lives.

CICA supports all adult learners to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our

instructional design, student support systems, and organizational culture.

Mental Health and Wraparound Services
We recognize that academic success is interconnected with students' overall well-being. Our support systems include connections to mental health resources, basic needs support, and advocacy services that address the systemic barriers our students face. We work in partnership with community organizations to provide comprehensive support that allows students to focus on their learning.

Addressing the Social-Emotional Impacts of Educational Interruption

Students with interrupted formal education often experience complex emotions related to their academic journey, including shame about gaps in their knowledge, anxiety about academic performance, or frustration with the pace of progress. We create learning environments that normalize diverse educational pathways and celebrate the varied forms of knowledge students bring.

Supporting Students with Interrupted or Inconsistent Formal Education (SIFE)

A significant portion of our student population has experienced interruptions in their formal schooling due to migration, economic necessity, political instability, or family circumstances. These students bring rich life experiences and often sophisticated problem-solving skills, yet they may have gaps in traditional academic content or unfamiliarity with formal educational expectations. We reject deficit-based approaches that focus on what these students lack, instead building comprehensive support systems that honor their strengths while addressing their specific learning needs.

Our approach to supporting SIFE students includes intensive foundational skill development alongside grade-level content engagement, recognizing that these students need both remediation and acceleration. We provide explicit instruction in academic literacy skills—including how to navigate textbooks, online curricula resources, take notes, and engage in classroom discussions—while maintaining high expectations for critical thinking and complex problem-solving.

Asset-Based Assessment and Instructional Design

We begin by understanding each student's full educational profile, including formal schooling, work experience, community involvement, and self-directed learning. This comprehensive view allows us to design learning experiences that connect new knowledge to existing understanding while addressing genuine learning needs. Rather than focusing on deficits, we identify the multiple entry points through which students can engage with rigorous academic content.

Flexible Pathways and Differentiated Support

Meeting students where they are means creating multiple pathways through our curriculum that allow for different paces, learning styles, and life circumstances. Our new curriculum, which covers all disciplines, allows teachers to alter the reading level of the text to meet the student at their level and provide translated background text and videos that build background knowledge

to enhance ELLs' access to the core grade-level curriculum and the grade 9-12 California State Standards. This includes offering content in various modalities, providing choice in how students demonstrate their learning, and designing support systems that accommodate working adults with family responsibilities and other commitments.

Diagnostic and Responsive Teaching

Our teachers continuously gather information about student understanding and adjust instruction accordingly. This goes beyond initial placement to include ongoing formative assessment that reveals how students are making sense of new concepts and where additional support or challenge is needed. We create learning environments where struggle is normalized as part of the learning process, and where students receive the specific feedback they need to move forward. See more about this in the professional development section.

Cultural and Linguistic Responsiveness

Meeting students where they are requires a deep understanding of the cultural frameworks and prior educational experiences that shape how students approach learning. We work to understand not just what students know, but how they know it—the cultural tools and ways of thinking they bring that can be leveraged for new learning.

Self-Directed Learning and Goal Setting

We work with students to identify their short-term and long-term goals and help them understand how their coursework connects to these aspirations. This begins in orientation, where they learn the pathways and requirements so that students can make informed decisions about their academic path. Students participate in setting their own learning objectives within the framework of academic standards, and they regularly reflect on their progress toward these goals. This self-direction increases engagement and helps students develop the metacognitive skills essential for lifelong learning.

<u>Foundational Research and Theories Supporting Our Approach</u>

Adult Education Learning Theories
CICA applies research-based adult learning theories to design educational programs that recognize adult students have different needs than traditional K-12 students. The school incorporates adult learning theories, differentiated instruction, and student-centered approaches to meet diverse learner needs. Malcolm Knowles' foundational research (1980) identifies key differences between adult and child learners: adults are self-directed, bring rich life experiences, are problem-oriented, and are motivated by internal factors. Patricia Cross (1981) emphasizes that adult learners are typically voluntary participants who may feel insecure about learning but are motivated to solve real-world problems. Cross identifies multiple motivation sources including personal achievement, social factors, and career advancement.

Sociocultural Theories
According to Sociocultural Theory (SCT), social interaction is the foundation of all learning

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

Differentiated Instruction

Each student arrives at a different level, with unique learning styles, interests, and abilities. Recognizing this diversity, differentiated instruction is utilized to ensure the needs of all students are met. Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues, and each student has different expectations based on learning styles and abilities. According to the U.S. Department of Education's Literacy Information and Communication System (2012), the design is intended to engage students at a range of different levels with various learning styles and to make learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exist in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, teachers must understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005).

Content-Based Instruction (CBI)

CBI is particularly critical for high school English Language Learners because it addresses the dual challenge of mastering academic content while developing the academic language skills essential for school success. By embedding language development within meaningful content learning, CBI creates authentic contexts for language use, builds subject-specific vocabulary, and prepares students for college-level coursework. Research shows this empowering approach encourages learners to become independent, continuing their language development beyond the classroom while simultaneously meeting rigorous academic standards required for high school graduation and post-secondary success.

For students developing foundational language skills such as reading and writing, context plays a critical role in supporting both language and literacy development. Content-Based Instruction

(CBI) provides context-rich materials through the curriculum, offering meaningful opportunities for students to build language skills while engaging with relevant academic topics. One of the most critical challenges we face is the persistent and widening vocabulary gap, which can significantly impact the academic progress of learners across all age groups. CBI addresses this challenge.

Supporting our English Learner Population

CICA serves a population of older English learners who are not eligible for the English Language Proficiency Assessments for California (ELPAC) nor appear in the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI).[1] Almost all of the students at CICA are classified in CALPADS as adult English Language Learners or ADELs. CICA goes to great lengths to serve the needs of our English Language Learners.

Language learning for adults can differ from traditional models of education. It is deeply personal work that builds on the rich linguistic and cultural assets that students bring with them. Because compulsory education requirements do not apply to adult students, myriad factors constantly pull them away from their educational goals. Our approach to supporting English Language Learners recognizes that language acquisition happens most effectively when it is meaningful, relevant, and connected to students' lived experiences and goals.

At CICA, we understand that our students are not empty vessels waiting to be filled with English. They are accomplished individuals who have navigated complex systems, often in multiple languages, and bring sophisticated problem-solving skills and cultural knowledge that enrich our entire learning community. Our role is to create learning environments where students can leverage these strengths while building academic and professional English proficiency.

Our approach to English language learning is grounded in several research-informed principles that guide our instructional design and student support:

Language and Content Learning Are Interconnected.

Research consistently shows that students learn language most effectively when it is embedded in meaningful, content-rich contexts (see CBI explanation above). Our integrated approach ensures that students are simultaneously building language skills and engaging with rigorous, standards-aligned academic material relevant to their goals.

Students' Home Languages Are Resources, Not Barriers.

Multilingualism is an asset that enhances cognitive flexibility and cross-cultural communication skills. We create space for students to use their full linguistic repertoire as they build English proficiency, recognizing that translanguaging—the fluid use of multiple languages—is a natural and effective learning strategy. We also believe that our students bring life experience, motivation, and clear goals that can accelerate their learning when properly supported.

[1] Education Code section 306, section (a), defines “English learner” for ELPAC and ELPI requirements by incorporating the definition of 20 U.S.C. 7801 (20)(A), i.e. “the term ‘English learner’, when used with respect to an individual, means an individual who is aged 3 through 21.”

Language Assessment Upon Enrollment

As a WIOA partner, CICA assesses all students during the admissions process and monitors their progress through CASAS testing. The first assessment, administered during registration, is the placement exam, which evaluates students' reading, writing, listening, speaking, and grammar skills. This exam is scored with an internally developed rubric.

During orientation, students also complete CASAS reading and listening assessments. CASAS provides standardized progress testing designed to measure learning along a continuum, from beginning literacy and English language acquisition through the completion of secondary-level skills. Several test series monitor student progress, with difficulty levels ranging from below Level A through Level E. Administering CASAS at enrollment establishes a baseline, followed by post-testing after 70–100 hours of instruction to track student progress over time.

If a teacher determines that a placement is inaccurate, a reassessment may be requested. If the reassessment results in a different level placement, the placement team updates the student's record in PowerSchool and informs the teacher of the revised placement.

The placement rubric is updated annually based on teacher and student feedback. Updates are shared with the curriculum team to confirm alignment with CICA level objectives. Any additional feedback is integrated before the rubric is finalized for use in the upcoming school year.

Reclassification
CICA serves English Language learners who must be designated in CALPADS as Adult English Language Learners (ADEL). ADEL students do not participate in ELPAC testing and do not appear as English Language learners on the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). We track and report ESL advancement as determined by CASAS testing.

Enrollment
CICA's enrollment continually increased from its establishment in 2019 through the 2024-2025 school year. While interest in enrollment remains sky-high, CICA expects to see a flattening or potential decrease in enrollment this year due to compliance with newly clarified requirements for credentialing and class-size ratios. CICA's commitment to continuous improvement has required updates to enrollment policies and procedures that have temporarily reduced its total enrollment capacity for the 2025-2026 school year.

Five-Year Enrollment Rollout Plan
As of September 2025, CICA has 900 students enrolled and will implement a steady, sustainable growth plan over the next five fiscal years. CICA is in the process of reviewing teacher case loads and enrollment in order to enroll more students at CICA to meet the expected enrollment of 1500. Growth will remain aligned with the school's capacity to hire and develop additional K-12 credentialed teachers. The planned five-year enrollment rollout is as follows:

Academic Year	Students enrolled

2025-2026	1,500
2026-2027	1,650
2027-2028	1,815
2028-2029	1,997
2029-2030	2,196

- Enrollment Caps: Each class will have an enrollment cap of 25:1 to ensure compliance with Independent Study requirements under Education Code section 51745.6, subdivision (d).
- Monitoring and Rebalancing: CICA Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.

Admission Process
CICA has implemented a comprehensive admission process to prepare and place incoming students. This process includes registration, grade level placement, an overview of student expectations and services, and covers any technology-related needs. This enrollment process ensures students are fully supported from registration to their first day, setting them up for success at CICA.



CICA's Program Goals and Student Learning Outcomes

Element B Measurable Student Outcomes and Element C Student Progress Measurements

CICA has established three Schoolwide Learner Outcomes (SLOs):

- **Academic Growth:** Students demonstrate measurable achievement each term through standards-aligned assessments and performance tasks.
- **Career Progress:** Students make documented advancement toward their individualized education and career goals.
- **Digital Communication:** Students use technology effectively and responsibly for personal, academic, and workplace communication.

Many students enter CICA with significant gaps in English language proficiency, academic skills, communication, and technology use. These SLOs are designed to close those gaps and set students on a path to long-term college, career, and community life. To implement these goals in our classrooms and bridge individual goals to content standards, we embed Integrated English Language Development supports within the facilitation of learning across all content areas. We monitor progress through course and credit completion, common formative assessments, and CASAS progress monitoring data.

By offering adult education to students aged 22 and older who have not yet earned a U.S. high school diploma, we work to reduce educational inequity. Our programs are anchored in K-12 state standards shaped by the needs of our students and community and grounded in a deep commitment to equity and social justice. We emphasize technology fluency, workforce readiness, and supportive services that remove barriers to persistence and completion. At CICA, we believe in our students, we believe in our community, and we believe that it's never too late to achieve one's goals.

CICA Satisfactory Student Progress

CICA has established a Satisfactory Academic Progress (SAP) policy (BP 5120) to ensure that students are consistently advancing toward their academic and career goals. This policy applies to all students enrolled in high school education. To remain enrolled, students must meet SAP standards, which include maintaining a minimum GPA, earning required credits, making measurable progress in English language acquisition (for ELD students), and fulfilling the specific SAP criteria of their CTE programs. SAP is evaluated every six weeks, and students who do not meet the requirements may be placed on Academic Notice. Continued noncompliance will result in disenrollment.

Attendance and engagement are also key components of SAP evaluation, with manual attendance records retained for at least three years in accordance with California regulations. Students who do not meet SAP in their CTE program may appeal by submitting a written reflection and evidence of corrective actions. Approved appeals result in a probationary period during which students must meet SAP standards to maintain enrollment. The policy aligns with state and federal regulations and is reviewed regularly to ensure legal compliance and support for student success.

The Instructional Leadership Team: Stewards of CICA's Academic Goals

CICA's program goals are guided and supported by the Instructional Leadership Team (ILT), a cross-functional leadership team that ensures academic excellence and coherence. The ILT is composed of the Chief Academic Officer, principals, teacher leaders, the Director of Professional Learning, the CASAS Coordinator, and the Director of Curriculum. Meeting biweekly, the ILT reviews student learning data, designs responsive professional learning, and incorporates teacher feedback to continuously improve instruction. The team works to align goals, accountability measures, and instructional priorities, providing instructors with a roadmap of how these efforts intersect to form CICA's core academic vision.

Common Core Standards

CICA is committed to providing a rigorous, standards-based education that meets the unique needs of adult English language learners while ensuring students progress toward California State Standards across all subject areas. Our curriculum design and instructional practices are systematically aligned with the California Common Core State Standards for English Language Arts and Mathematics, the Next Generation Science Standards, and the California History-Social Science Standards. We integrate English Language Development (ELD) standards with content area instruction, utilizing sheltered instruction strategies and culturally responsive teaching practices that honor students' diverse linguistic and cultural backgrounds. Teachers employ scaffolded approaches to make grade-level content accessible, incorporating visual supports, collaborative learning structures, and native language resources when appropriate to support comprehension and academic language development. Through regular assessment of both English proficiency growth and content mastery, we continuously monitor student progress, adjusting instruction to meet learners where they are while maintaining high expectations for academic achievement.

Core Subjects

CICA offers students access to an A-G curriculum in English Language Arts, Mathematics, Science, History/Social Studies, and a range of electives.

English Language Arts

The English Language Arts sequence moves students through a progressive sequence from foundational grammar and language skills to advanced writing, research, and literary analysis. Rooted in Common Core standards, the curriculum emphasizes critical thinking, effective communication, and collaboration. Students engage with diverse fiction and nonfiction texts from various cultures centered on Social-Emotional Learning themes. Students develop skills in reading comprehension, argumentation, and narrative writing. The program culminates in advanced coursework focused on research proficiency, source evaluation, and multimedia presentations, preparing learners for academic and professional communication success.

Mathematics

Mathematics courses build essential numeracy and problem-solving skills through a sequence aligned with the California Common Core standards, beginning with Pre-Algebra and progressing through Algebra 1 and Geometry. Students gain proficiency in fractions, decimals, ratios, proportions, equations, and geometric concepts, with an emphasis on applying

mathematical reasoning to real-world contexts such as financial literacy. Instruction develops critical thinking and multiple forms of representation—numerical, graphical, verbal, and symbolic—preparing students for higher-level math and everyday applications.

History and Social Science
The History-Social Science courses provide students with a comprehensive understanding of civics, U.S. history, world history, government, economics, and ethnic studies. Instruction integrates literacy and critical thinking while connecting academic content to students' lived experiences. Students explore foundational principles of democracy, historical events, cultural diversity, and economic systems, emphasizing analytical skills through document analysis and inquiry-based learning. The curriculum prepares students to engage as informed citizens, fostering cultural awareness, social justice, and active participation in society.

Science
The Science courses offer foundational courses in Earth Science and Life Science, fulfilling graduation requirements while building scientific literacy and critical thinking. Earth Science introduces students to the dynamics of Earth and space systems, climate, natural phenomena, and human environmental impact. Life Science covers biological concepts such as chemistry, biodiversity, population dynamics, genetics, and environmental interactions. The curriculum emphasizes conceptual understanding and real-world application of scientific principles.

Visual and Performing Arts
The Visual and Performing Arts courses introduce students to fundamental concepts in stage performance, music theory, and vocal technique. Courses cover stage presence, character development, and the structure of the music industry, alongside foundational music theory, history, and vocal training. Students develop confidence and skills for performance and gain an understanding of music's cultural significance, preparing those interested in careers in music, theater, or entertainment.

Electives
CICA's Elective offerings allow students to strengthen literacy, communication, critical reading, and public speaking skills. Courses like Reading for Pleasure foster a love of reading through engagement with socially relevant themes, enhancing comprehension and analytical abilities. Public Speaking electives build students' rhetorical knowledge, speech planning, and presentation skills while promoting ethical communication and confidence. These courses enrich students' academic experience and prepare them for effective expression in various personal and professional contexts.

English for Work and Life Series
The English for Work and Life Series supports students at all stages of English acquisition, from emerging literacy to intermediate fluency. Courses emphasize systematic instruction in phonics, vocabulary, grammar, and real-world communication. Students progress from recognizing letters and sounds to composing organized paragraphs and participating in workplace and academic conversations. Through engaging, high-interest content and digital literacy tasks, learners gain the language and confidence needed to succeed in academic, personal, and professional settings.

Curriculum Adoption

In 2025, Highlands followed an articulated curriculum adoption process to procure Savvas, a standards-aligned curriculum for CICA courses. We received guidance from our UMass Global partner, which has extensive experience with curricular materials that best serve English Language Learners. The process was guided by UMass Global experts and included EdReports recommendations, analysis of materials used by surrounding districts, vendor demonstrations, and structured teacher feedback. We sought teacher feedback around our top choices and delivered our final proposal to the board, which approved our recommendation. We selected Savvas for its single, user-friendly platform for teachers and students, high ratings on EdReports, and adoption by large districts such as TRUSD, EGUSD, and LAUSD. To support strong implementation, the start of classes was delayed to August 14, 2025, allowing teachers to gain familiarity and comfort with the new curriculum. Teachers met in PLCs to build their knowledge of the standards-aligned curriculum. The Savvas adoption includes access to both an online digital curriculum, teacher edition textbooks, and student workbooks.

Supports for English Learners Level 0-1

ABCEnglish: A curriculum provided by an external agency, ABCEnglish offers literacy-level lessons ideal for students who are new to learning English. Lessons are presented through accessible slides and worksheets designed for classroom delivery.

Burlington English: An online English language learning platform offering both teacher-led lessons with presentations and printable materials, as well as self-paced student lessons accessible by phone or computer. The program integrates reading, writing, listening, and speaking skills, and includes thematic content, short stories, citizenship, and Workplace English and CASAS practice modules.

EL Civics Curriculum: Thematic packets intended to support English Language Learners with English language acquisition, civic participation, and workforce skills. Aligned to ESL objectives from CASAS and NRS ESL levels.

Standards-Based Instruction

To ensure alignment with educational standards and to support student achievement, CICA's curriculum has been developed, adapted, or adopted in accordance with the following:

- California Common Core State Standards (CCSS)
- WIOA English Literacy
- Literacy (EL) Civics Objectives
- Comprehensive Adult Student Assessment Systems (CASAS) Reading Standards
- CASAS Competencies

Instructional Methods

As an independent study school, CICA provides flexible, individualized learning supported by a range of online curricular resources. The nature of independent study and learning allows students to progress as quickly as they like with self-paced learning opportunities. Teachers meet with each student a minimum of once per week – synchronously via Zoom or in person- to monitor progress, review work, and adjust support. While most coursework is asynchronous, English Learners receive targeted, synchronous support (Zoom and in person) using

content-based instruction (CBI). Instruction includes both designated English language development and integrated approaches aligned with Common Core State Standards.

Independent Study Legal Compliance
The Charter School will comply with all applicable independent study laws and regulations, including but not limited to Education Code Sections 51745, et seq.; 47612.5; 47634.2; Title 5, California Code of Regulations, Sections 11700-11705; and 19850-19854. These laws require, that the Charter School will operate pursuant to an adopted independent study Board policy; each student will have a master agreement as required by law; and the Charter School will receive an approved funding determination by the State Board of Education as a condition of funding.

Assessment to Advance CICA Goals

CICA Employs Multiple Measures to Monitor Learning and Inform Instruction.

- **Formative Assessments:** These include ongoing evaluation through teacher observation, projects, presentations, and performance tasks.
- **Summative Assessments:** End-of-unit and semester evaluations measuring mastery of learning objectives. These assessments are part of the core curriculum.
- **Portfolio Assessments:** Student-led self-assessment using assignments of choice to demonstrate learning in students' focal areas. The ILT is currently mapping the implementation of the portfolio project.
- **Student Surveys:** Self-perception data helps us to understand the student experience.
- **CASAS Testing:** Comprehensive Adult Student Assessment System, a competency-based adult assessment program validated by the U.S. Department of Education for use in adult education conducted after 70-100 hours of instruction time. The assessment is administered every 6-8 weeks.
- **CAST:** California Science Test, a state assessment mandated for those in high school.
- **CAASPP:** California Assessment of Student Performance and Progress, a state assessment mandated for those in high school grade 11.
- **EL Civics Assessments:** Administered three times per program year
- **ELD Level Placement Test:** Placement at enrollment
- **ELD Level Exit Test:** Administered to determine readiness to advance to the next ELD level

Professional Development That Drives Improvement
High-quality professional learning at CICA is about creating a learning system, not just training. It is more than training staff in best practices; it is about creating a culture of curiosity that acknowledges the uncertainty that is inherent in teaching and learning. Central to our revised professional learning program is creating a practice of inquiry at the leadership level that focuses its interest on the practitioners working most closely with the students. What are teachers learning about their students' learning? Where are teachers' gaps in knowledge and capacity? These are the questions that inform the design and goals of the professional learning offerings.

CICA leadership works in partnership with CICA principals and teacher leaders through the ILT to take a partnership approach to designing professional learning. Core beliefs about

practitioner-based learning that inform the CICA approach to professional learning include:

- Teaching is complex and uncertain work that requires an inquiry stance to ensure that students' needs are at the center.
- Adult learning thrives on agency and relevance with clear goals and progress markers
- For instruction to be changed and improved, the learning experience of students must be visible
- Educators (teachers and leaders) are professionals engaged in important work, and they deserve a level of professional support and care that takes their work seriously.
- Pursuing collective goals is essential to supporting systems transformation

Professional Development Focusing on Language Acquisition

Central to CICA professional development is continuously developing strong instructional strategies to meet the needs of our ELLs. Supporting English Language Learners effectively requires ongoing professional learning and reflection. All CICA educators engage in continuous inquiry about how to better serve our multilingual learners.

Language-Responsive Teaching Practices

Our professional learning focuses on developing instructional strategies that make content accessible while maintaining high expectations. This includes training in visual supports, collaborative learning structures, and formative assessment techniques that help teachers understand what students know and can do.

Cultural Responsiveness and Asset-Based Thinking

We work to examine our own assumptions about language learning and ensure that our instructional practices build on students' cultural and linguistic strengths. This includes learning about our students' educational backgrounds and understanding how different cultural approaches to learning can inform our teaching.

Data-Informed Decision Making

As part of our inquiry-based PLCs, we develop systems for collecting and analyzing data about student language development that go beyond test scores. This includes documentation of student growth in academic discussions, writing development over time, and students' own reflections on their learning progress through portfolios.

Our commitment to English Language Learners extends beyond language acquisition to encompass the full development of students as confident, capable learners who can succeed in their chosen academic and professional pathways. Ultimately, we measure our success not just by English proficiency gains, but by our students' ability to use their multilingual skills to contribute meaningfully to their communities and achieve their educational goals.

CICA Professional Learning Structures

Bi-Weekly Friday PD

Our bi-weekly Friday afternoon professional learning sessions are designed as both collaborative

inquiry spaces where educators engage in job-embedded learning directly connected to their daily practice, and also an opportunity to receive specialized instructional support that they or the Instructional Leadership Team (ILT) has requested. These sessions follow a flexible structure that can shift between collective inquiry—examining student work and learning data to collaboratively problem-solve around specific instructional challenges—and targeted professional development that addresses identified needs such as trauma-informed pedagogy, advanced strategies for supporting students with interrupted formal education, or innovative approaches to integrated content-language instruction.

Teachers work in cross-disciplinary teams when engaging in inquiry cycles, analyzing how their students are navigating rigorous academic content and sharing effective practices for maintaining high expectations while providing comprehensive support. When focused on specialized instruction, sessions might feature expert facilitators, peer observations with feedback, or deep dives into research-based strategies that teachers have specifically requested to strengthen their practice. This dual approach ensures that professional learning is both responsive to emerging classroom needs and proactive in building the specialized expertise our diverse adult learner population requires, while maintaining our commitment to practitioner-centered learning that directly impacts student success.

Bi-Monthly Principal PLC

Led by the Chief Academic Officer, principals analyze school-level data, align support systems for ELLs and students with interrupted formal education, and develop coordinated systems responses. This principal learning community operates as a space for collaborative problem-solving where school leaders can examine challenges, share effective practices, and develop coordinated approaches to supporting their unique adult learner populations. Sessions focus on analyzing school-level data to understand how students are progressing toward their educational goals, discussing instructional leadership strategies that support teachers in serving English Language Learners and students with interrupted formal education, and developing systems-level responses to emerging needs within their school communities. The Chief Academic Officer facilitates these meetings using the same inquiry-based approach that guides teacher professional learning, encouraging principals to bring real dilemmas from their practice, examine multiple perspectives, and test solutions collaboratively. This structure ensures that leadership decisions are grounded in evidence and aligned across both school sites, while providing principals with the professional support and intellectual partnership they need to lead effectively in the complex landscape of adult education. The PLC also serves as a space for principals to reflect on their own growth as instructional leaders and to coordinate their efforts in supporting teacher development and student success.

Twice Weekly Teacher PLCs

Teachers engage in professional learning community work twice weekly, with sessions strategically designed to strengthen both instructional planning and data-informed decision making. One session each week is dedicated to collaborative planning time where teachers work in grade-level or content-area teams to design learning experiences that integrate rigorous academic content with the specific supports their English Language Learners and students with interrupted formal education need to succeed. These co-planning sessions allow educators to share strategies, align expectations across courses, and ensure that assessment practices

accurately capture student growth while maintaining high standards. The second weekly session follows protocols and practices that focus on collaborative examination of student work and performance data to understand learning patterns, identify instructional adjustments, and develop targeted interventions. During these data inquiry sessions, teachers bring actual student artifacts—writing samples, project work, assessment results—and engage in structured conversations that move beyond simply identifying which students are struggling to understand why certain approaches are or aren't working and what specific instructional moves might better support student learning. This dual structure ensures that teachers have dedicated time for both proactive planning and reflective analysis, creating a continuous cycle of improvement that keeps student learning at the center of all professional practice.

Teacher Coaching
CICA is launching Phase 1 of on-the-ground coaching by October 15, 2025. This will include the opportunity to observe instructional models, to co-plan with professionals with expertise in supporting students with interrupted formal education, and to engage in guided reflection on the impact of instruction.. Principals, the Director of Professional Learning, the Curriculum Coordinator, and teacher leaders will participate in a rigorous train-the-trainer model to enable sustained on-the-ground support of teachers' ongoing development.

The Role of Data and Assessments in Informing Instructional and Systems Improvement
Assessment is a core to instructional improvement at CICA. Not only does assessment tell us where our students are in their learning, but patterns in the data reveal where we need to focus our professional learning efforts. CICA is committed to creating a system that is responsive to what we are learning about our students and their needs. Leadership is curious about what is happening between the teacher and the student and rests its instructional improvement design on the data that comes from the classroom.

Formal Assessment and Improvement
The ILT will review CASAS data to understand students' academic progress and to track areas where we need to improve our instructional approach. In addition, the ILT will use CAASPP and CAST data to understand the general themes in improvement and then support teachers to use more granular classroom data to understand what is getting in the way of students making progress.

Informal Assessments and Improvement
Working in their PLCs teachers will use classroom-based data– both qualitative and quantitative to determine the areas of their practice where they would like more support. This is one source of the design for the content input on PL Fridays. The ILT will use classroom observation data to help determine the focus of improvement efforts.

Student Climate Surveys and Systems Improvement
Centering the students' experience as core to our approach to improving the learning experience The CICA instructional improvement process involves looking at both student mastery data and student perception data. One important source of student perception data is the student climate surveys. While we do not rely on this self-report data to give us the whole picture of the student

learning experience, the data provides valuable insights into CICA's social and emotional conditions for learning. Annual anonymous surveys are administered in multiple languages (e.g. English, Arabic, Spanish, Persian, Armenian, Pashto, Russian, Turkish, Ukrainian, Vietnamese, Chinese). Students access surveys via QR codes, push notifications, in-class support, and the Brain app; paraeducators provide language assistance. Survey domains include relationships, classroom climate, resources, goals/progress, safety/facilities, CTE/workforce, and curriculum/instruction.

Students have access to completing these surveys via QR codes, push notifications sent to their cell phones, with the support of their teachers in their classrooms, and via the Brain app. Teachers encourage and support student participation by engaging students in lessons that have practice surveys. Paraeducators are also utilized to provide language support during this process. The purpose of these surveys is to understand the following:

- Relationships
- Classroom Climate
- Classroom Support and Access to Resources
- Goal Setting & Student Progress
- Safety, Maintenance, and Facilities
- Workforce and CTE Programs
- Lessons, Instruction, and Curriculum

CICA students are asked to read each statement and indicate their level of agreement with the statement from the following options:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

The table below shows the percentage of CICA students who agree or strongly agree with each statement for the year indicated for the last three years.

Question	22-23	23-24	24-25
Lessons help me in my daily life.	87%	84%	93%
Lessons are interesting.	87%	86%	93%
I know what I need to do to make progress in my classes.	90%	90%	93%
The lessons (in person or online) help me learn (My teacher offers me an opportunity to learn everyday).	93%	89%	95%
I have the learning materials (pencils, notebooks, binders, books) I need to learn.	90%	84%	89%
I have the technology I need to learn.	91%	91%	95%
The school, classrooms, and buildings are clean and in good condition.	92%	93%	89%

The school tells me important information regularly (holidays, school announcements, events).	95%	95%	96%
All students from different backgrounds and countries are treated kindly (the same).	95%	97%	96%
All students from different cultural backgrounds, races, or ethnicities respect each other at school.	98%	96%	94%
My teacher really cares about me and respects me.	98%	98%	98%
My counselor really cares about me and respects me.	94%	92%	90%
The school helps me turn my college and career goals into a plan.	85%	82%	88%
I know how to get help if I feel sad, stressed, lonely, or depressed.	82%	81%	87%
I want to learn more about mental health and how to deal with stress.	48%	49%	59%
I feel connected to the school, my classmates, and teacher.	80%	77%	86%
I feel safe at school (I trust our leaders to make our school safe).	93%	93%	90%
I know how to log in and check my student email.	95%	96%	97%
I know how to log in to my online learning tools	89%	92%	96%
CICA helps me learn to use technology by giving mobile devices and digital literacy training.	89%	88%	94%
I use my school phone, Chromebook, or hotspot 5 or more days a week	ND	ND	73%

**ND denotes that there was no data available for that school year*

Student Academic Supports

Many of our students have little prior education in their native language and, for many of them, they come in with low levels of English, CICA provides extra support to ensure students' academic success. Teachers are available to meet with students by appointment to support students who are struggling academically.

Paraeducators

Paraeducators who work with credentialed teachers play an important role in supporting translation for our Level 0 students. There are wide variations in English learner levels and growth patterns among these students. Paraeducators work with our credentialed teachers to provide the individualized support needed to address varied student needs and learning patterns. They provide crucial language scaffolding by offering clarification in students' native languages when needed and creating more opportunities for meaningful language practice. Additionally, paraeducators who share students' cultural backgrounds create a more comfortable environment that reduces the anxiety often experienced by newcomers. While teachers focus primarily on

academic instruction, paraeducators can provide crucial social-emotional support that newcomers need to navigate their new educational environment successfully. To improve student support with the CICA systems and academic support, CICA is looking to rebuild its paraeducator staff.

Literacy Support
During the 2025-2026 school year, CICA has budgeted for staff to provide literacy support to help English learners. This will focus on building literacy through phonemic awareness, phonics, vocabulary building, pronunciation, and writing skills.

Tutoring Program
CICA is currently redesigning a tutoring program for students. In prior years, the tutoring was delivered online. Based on feedback from students and staff, online tutoring did not effectively meet the needs of our student population. Key challenges, detailed below, included a lack of digital literacy skills, low student engagement, and limited availability of support. The new tutoring program will be responsive to these findings. As of this material revision, the CAO of HCCTS is conducting a review of potential tutoring approaches and Phase 1 of implementation will occur by October 25, 2025.

CICA Students & Devices

All CICA students are provided Chromebooks and hotspots so they are able to access their online learning tools, including their online curriculum.

Challenges for Students Accessing Online Tutoring

- Cultural Barriers: Afghan Women
    - Afghan women have the most urgent needs of all the populations we serve
    - Afghan women will not work one-on-one with male tutors
    - Afghan women typically have low technical skills
    - Afghan women typically have low literacy skills
    - In-person, woman-to-woman support by Dari- and Pashto-speaking academic staff is needed for this population
- Technology Accessibility
    - Students with low tech skills may not be able to access online tutoring that requires an online login
    - Students without internet access at home
    - Students without computers or laptops at home
    - Most online tutoring is chat-based
- Linguistic Barriers
    - Top 5 languages are: Dari, Pashto, Ukrainian, Russian, and Spanish
    - English-speaking tutors cannot effectively support students with low English proficiency

Instructional Days and Minutes Calculations
As a traditional independent study school, CICA ensures it meets instructional time requirements by documenting daily student engagement, evaluating work products for time value, and offering synchronous and asynchronous learning opportunities. Time value-earned depends on the

certified teacher's judgment of individual work products and the time value that the teacher deems appropriate based on the teacher's assessment of the pupil's individual needs and capacities.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record. The Assigned Work Record contains a record of daily engagement and documentation of the time value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar.

Graduation Requirements

A diploma requires 180 high school credits: 110 Academic (including 10 Workforce Readiness credits) and 70 Elective/CTE credits. Transfer and verified employment credits may apply. Once 180 credits are verified, students may apply for the diploma and are invited to the graduation ceremony.

Counselors develop graduation plans, conduct regular check-ins with progress reports, and—beginning **2024–25**—advise on **A–G** pathways for college readiness.

Statutory compliance:

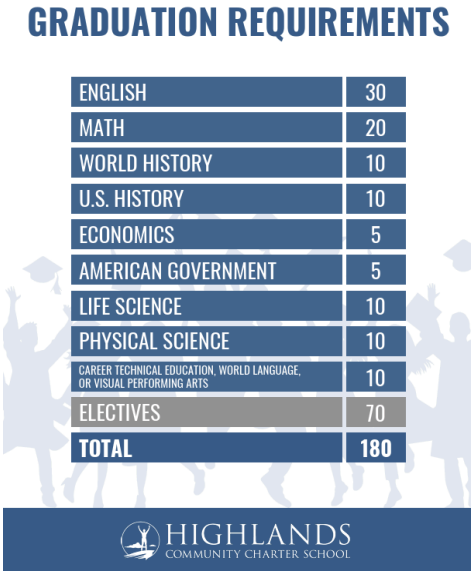
- **AB 101 (Ethnic Studies):** Offer a one-semester course; required for students graduating in **2029–30** and beyond (subject to appropriations).

- **AB 2927 (Personal Finance):** Offer a one-semester course by **2027–28**; required for students graduating in **2030–31** and beyond.

Counselors help ensure students meet graduation requirements by developing graduation plans and conducting regular check-ins. During check-ins, counselors update students on their academic progress, including credit attainment and requirements remaining to meet graduation requirements. Each student is provided with an academic progress report. Beginning in the 2024–2025 school year, we have adopted A–G approved courses to expand college readiness opportunities for our students. As part of this effort, counselors engage students in conversations about their aspirations for higher education as they approach the high school program.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and require that students complete the same as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and require that students complete the same as a graduation requirement commencing with students graduating in the 2030-31 school year.



Attendance Policy
CICA maintains SOPs compliant with Board Policies and **EC §§ 51749.5–51749.6**. Daily engagement with assignments and synchronous instruction is tracked and retained for at least **three years**. With the approval and oversight of the District, CICA will establish and maintain attendance SOPs compliant with Board Policies and EC § s 51749.5 and 51749.6. At all times, students' daily engagement with assignments and synchronous instruction will be tracked and recorded, and the records will be maintained for a minimum of three years. The time value of all attendance awarded will be at the judgment of a certified teacher. In any instance where in-person attendance is a requirement, such as participation in CTE programs, in-person attendance will be recorded by a certified teacher, and attendance records retained for a minimum of three years.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record. The Assigned Work Record contains a record of daily engagement and documentation of the time value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar.

The Need for California Innovative Career Academy
The area covered by the Twin Rivers Unified School District has tremendous educational needs. While some of these needs were met in the past by the adult education program of Twin Rivers Unified School District, with budget cuts, most of these opportunities have gone away for those who do not have a U.S. high school diploma. This has greatly impacted student access to dropout recovery, as well as programs serving ex-offenders and immigrants. All of these groups not only have a direct need for services, but by helping them, CICA also helps the state of California by reducing welfare services, reducing recidivism, increasing the tax base, and increasing the

cohesiveness of our society.

The Need for Dropout Recovery
Research has demonstrated that within a school year, a student drops out of high school every 9 seconds in the United States (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). Further, according to the California State Legislature, "Research suggests that fewer than 70 percent of 9th grade pupils in California, and in some school districts, fewer than 50 percent, graduate from high school" (Carter, 2011).

The Need to Educate Ex-Offenders
High school dropouts are much more likely to become incarcerated, and many families in the Twin Rivers district are affected by having a family member who is an ex-offender. California Innovative Career Academy will be able to help rehabilitate these ex-offenders and provide them with real job skills. By being able to provide for their family through legal employment, children of ex-offenders will have better role models and be more likely to break the cycle of crime.

Benefits and Potential Impact on Twin Rivers Unified School District
CICA will have a positive benefit to the Twin Rivers Unified School District. Given that CICA will serve adults, no students will come from existing Twin Rivers traditional K-12 schools. Further, by educating the parents of students in the Twin Rivers traditional K-12 schools, these younger students will likely have greater academic success. By authorizing CICA as an independent charter school, Twin Rivers Unified School District will not take on any additional risks or insurance costs of the charter school.

Workforce Readiness
The Workforce Readiness program equips students with essential career skills and technical knowledge across multiple pathways, preparing them for success in the modern workforce and further education. The *Workforce Readiness* course emphasizes digital literacy, career exploration, employability skills, and professional communication, supported by practical experiences such as resume building and mock interviews.

CTE Programs
CICA is currently in the process of developing the CTE program. To grow capacity and course offerings, our CTE program is entering a redesign. During the 2025-26 school year, we are thoughtfully using labor market data, community partnerships, and teacher input to shape offerings that will set our learners up for success. The plan emphasizes clear pathways, flexible schedules, strong language supports, and meaningful work-based learning. Courses will be carefully vetted and released in phases based on sustainable capacity and resources.

CICA will have seven CTE programs in the 2025-2026 school year:

1. Culinary Arts
2. Digital Literacy and Multimedia
3. Early Childhood Education (ECE)
4. Medical Services
5. Microsoft Office Specialist (MOS) Certification
6. Personal Finance

7. Real Estate

Culinary Arts

Culinary Overview
Introductory culinary skills with emphasis on safety, sanitation, knife skills, basic cooking methods, menu planning, and kitchen teamwork.

Culinary Target Certifications
- ServSafe Food Handler (all students)
- ServSafe Manager offered where feasible and appropriate

Culinary Program Requirements
- Safety routines, lab participation, and recipe labs portfolio
- Food handler exam completion; uniform and non slip shoes for lab days

Work-based Learning
- Guest chefs, site tours, catering practice for school events, community tastings
- sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Digital Literacy and Multimedia

Digital Literacy and Multimedia Overview

Practical digital storytelling with emphasis on device basics, file management, online collaboration, visual design, audio and video basics, and portfolio building.

Digital Literacy Target Certifications

- IC3 Digital Literacy certification where available
- Adobe Certified Professional exam prep in tools such as Photoshop, Illustrator, or Premiere Pro when feasible
- School issued certificate of completion with project portfolio

Digital Literacy Progress

- Curriculum outline drafted; equipment and facility scheduling in planning with partner

Program Requirements
- Completion of project based modules and a curated digital portfolio
- Regular practice in productivity and creative apps; responsible use and digital citizenship modules

Digital Literacy Work-based learning

- School communications projects, partner briefs, social media content labs, guest designers and media professionals

Digital Literacy Progress
- Curriculum outline drafted; device and software access plan in place with partner sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Early Childhood Education (ECE)

ECE Overview

Prepares students for entry roles in preschool and childcare settings with a focus on child development, safety, learning environments, and family partnerships. Strong language support embedded for multilingual learners.

ECE Target Certifications
- Pediatric CPR and First Aid
- California Mandated Reporter Training
- California Child Development Permit pathway awareness; assistance with Assistant or Associate Teacher permit application where eligible

ECE Program Requirements
- Attendance and completion of coursework and practicum tasks
- Readiness for site requirements when applicable (background clearance, TB test, immunizations per host site; program will help students navigate)
- Portfolio with lesson snapshots, observation notes, and reflections

ECE Work-based Learning
- Classroom observations, lab hours, guest talks with site directors, optional short externship when available

ECE Progress
- Currently in the process of hiring ECE teachers
- Curriculum map drafted using English for Work and Life for integrated language routines
- Site partner list in development for observations and talks

Medical Services

Medical Services Overview

Entry-level health care skills with emphasis on patient safety, infection control, vital signs, medical terminology, front office workflows, and team communication.

Medical Services Target Certifications
- American Heart Association BLS, CPR, and First Aid
- OSHA Bloodborne Pathogens awareness

- HIPAA privacy and security training
- Where feasible and appropriate: NHA Certified Medical Administrative Assistant exam prep

Program Requirements
- Safety routines, lab skills checklists, and a skills and reflections portfolio
- Completion of required CPR and safety training; appropriate attire for lab days

Work-based Learning
- Guest talks by medical assistants and clinic managers, site tours, mock front desk scenarios, community health events

Microsoft Office Specialist (MOS) Certification Prep

MOS Overview
Hands-on prep for industry-recognized Microsoft Office Specialist exams. Focus on Word, Excel, and PowerPoint with options to extend to Outlook or Access based on student goals.

MOS Target Certifications
- Microsoft Office Specialist Associate exams (Word, Excel, PowerPoint)
- Option to pursue additional exams for Expert level where appropriate

MOS Program Requirements
- Regular practice in Office applications; completion of scenario-based projects
- Exam readiness checks; testing through a Certiport Authorized Testing Center (onsite or partner)

MOS Work-based Learning
- Real-world admin projects, resume and report formatting, data dashboards for career pathways

MOS Progress
- Two MOS CTE teacher positions posted
- Certiport testing access plan underway (site authorization or partner center)

Personal Finance

Personal Finance Overview
Practical money skills for work and life: banking, budgeting, credit, debt, insurance, taxes, benefits, and introductory investing. Currently offered; will continue within CTE to strengthen career readiness.

Personal Finance Target Certifications
- Local certificate of completion with portfolio evidence
- Optional third-party exam (for example, W!se Financial Literacy Certification) if adopted by the school

Personal Finance Program Requirements
- Completion of unit tasks and a capstone budget and benefits plan
- Demonstration of digital skills for online banking simulations and tax prep scenarios

Personal Finance Work-based Learning
- Speakers from banks and credit unions, mock benefit selection, VITA site visit when available

Personal Finance Progress
- Running now; pacing and assessments aligned to power standards are being finalized for 2025–2026
- Curriculum outline drafted; lab equipment and site visit scheduling in planning with partner clinics
- Instructor recruitment plan prepared (internal posting or partner hire)

Real Estate

Real Estate Overview

Foundations of residential real estate with emphasis on California practice and principles, ethics, property types, basic finance, contracts, and client communication.

Real Estate Target Certifications

- Preparation for the California Real Estate Salesperson license pathway
    - Completion of required coursework hours and state application steps
    - Exam readiness checks and study support

Real Estate Program Requirements
- Completion of course modules and case studies; portfolio of forms, disclosures, and client communication samples
- Attendance at exam prep sessions; Live Scan and state application guidance provided

Real Estate Work-based Learning
- Guest brokers and agents, office tours, open house observations, neighborhood property walks, mock client meetings

Real Estate Progress
- Curriculum outline drafted; broker partner interest meetings underway
- Instructor recruitment plan prepared (internal posting or partner hire)

CTE Program Accountability And Progress Indicators
- Access: enrollment by site and pathway; ELD levels served
- Engagement: attendance and weekly progress submissions
- Learning: pass rates on unit performance tasks and portfolios

- Credentials: number of certifications earned (ServSafe, MOS, CPR/First Aid, Mandated Reporter, optional personal finance cert)
- Work-based learning: hours, site visits, guest speakers, externship participation
- Placement and advancement: students moving into jobs, internships, capstone, or next-level training

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

Information about WASC accreditation can be found at CICA's website. CICA is currently WASC-accredited through June 30, 2030.

Technology
Technology is integral to academic success and workforce readiness. Given varied digital literacy levels, CICA provides structured exposure to tools (Microsoft Office, Google Classroom, web-based reading programs, tutorials) and models tech use in instruction. The IT Department (five FTE) supports teachers and students and has standardized classroom access across sites.

Equipment available upon request: Chromebooks, headphones/earbuds, projector screens.

CICA seeks to truly integrate technology into students' lives via classroom lessons, relevant examples, classwork, projects, and practical experience communicating in the modern world. Technology standards and objectives are integrated into the curriculum and are clearly defined for the teachers. Across varying sites, the teachers incorporate technology into their lessons. Teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize Google Docs, emails, etc. CICA's goal is to have all teachers using and adapting technology to accommodate the students' levels and needs.

In recent years, CICA has overcome a complex challenge with technology. Previously, not all of the students, teachers, and sites had the same level of access to technology, nor was the same level of technological access possible at all sites. The IT Department has resolved the disparity issues among classrooms, and currently, all classrooms have access to the same equipment.

Through consistent exposure to digital tools across courses and targeted instruction in digital literacy, the program ensures that students develop the technological competencies necessary for academic advancement, workplace readiness, and full participation in modern society. Technology, academic success, career goals, and social engagement are all important for students, and we believe that in order for students to be fully successful in the 21st century, they

must become digitally literate.

Student Services

CICA has the unique opportunity to work with adult learners who have faced many challenges and require both academic and personal support to successfully meet their academic and career goals. In the 2025-26 school year, the support staff was greatly reduced, and CICA continues to work to rebuild some of those services. At the time of this material revision, there is an Intervention Coordinator position being developed to support partnerships with community agencies. These agencies provide essential support well beyond what CICA can offer including dental services, food, housing support, etc.

Orientation/Student Onboarding

Student Services holds an orientation at the beginning of each year to support students in becoming fluent in the CICA system and help them make informed decisions about their academic plan. In August 2025, orientation was extended to cover new attendance requirements, a five-period bell schedule, and the Savvas curriculum.

Navigators

Dedicated staff are needed to ensure every student understands all of the services available to them. With students who speak over 39 languages, often with limited English proficiency, Navigators serve a critical role by communicating with students and providing academic and career support and access to community resources. CICA Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and travel to all campuses to present on services and programs. In June 2025, the Navigators were released from their positions. As of the writing of this material revision, HCCTS is working to rebuild the Navigator program for implementation in January of 2026.

Student Advisory Council

CICA is in the foundational stage of assembling a student advisory council. In September and October, the Chief Academic Officer will meet with students who are recommended by their teachers as possible advisory members. The first student advisory council meeting is set for mid-November and will meet quarterly. The intention for this group is to support increased agency, belonging, and leadership, as well as bring the student perspective to CICA initiatives. The quarterly meetings provide consistent opportunities for students to share their experiences, identify challenges, and contribute to solutions that enhance the educational environment for all newcomers, ultimately supporting their academic success and social-emotional well-being.

Community Partnerships

CICA serves a very high-need student population and has developed multiple partnerships with external organizations to address those needs. Since opening in the 2019-2020 school year, 13 partnerships have been established. These partnerships expand the school's reach within the community and increase student access to the tools necessary to achieve their goals. Partnership refers to a collaborative relationship between Highlands Community Charter and Technical Schools (HCCTS) and an external agency that supports students by facilitating access to essential services. These partnerships may be formalized through a Memorandum of Understanding (MOU) or remain informal and often involve the exchange of resources, services,

and information aligned with shared goals to improve student outcomes and well-being. In some cases, partnerships include agreements related to shared locations, supporting educational efforts by expanding access to instruction and services in settings where students already utilize essential resources.

These partnerships include the following organizations:

- SALAM Islamic Center
- SHRA
- La Familia Counseling Center
- CalAsian Chamber of Commerce
- Lao Family Community Development
- Department of Human Assistance
- Sacramento Employment and Training Agency (SETA)
- Mack Road Partnership

Many of these community partners provide support that is beyond the scope of CICA services. This includes connecting students to dental services, food banks, clothing, etc.

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

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

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

Plans for Specific Populations

English Learner (EL) Services and Newcomer Supports:
CICA provides comprehensive support for newcomer students and English language learners. CICA student services staff provide comprehensive orientation services to new and veteran students to support them in being able to "read their environment" and develop a fluency in navigating the CICA system. The academic supports are listed in the educational philosophy section. CICA also provides native language support when available, along with cultural transition assistance. Specialized programming for recently arrived immigrant students, including orientation to U.S. school systems, technology setup support, accelerated English

language acquisition, academic skill building, and social-emotional support to ease cultural transitions. We provide translation services and family engagement programs to support the entire family's integration into our school community. Teachers adapt content, assignments, and assessments to match students' language levels, ensuring they can access and engage with core academic material. English learners receive targeted language support embedded within subject-area instruction, allowing them to build both academic and linguistic skills simultaneously. This approach supports students in progressing toward English fluency while also earning high school credits toward graduation.

Plan for Students Who Are Academically Low Achieving
Independent Study labs allow students to complete required work in a self-paced fashion, allowing them additional time to master a subject before proceeding. Further, courses that are more set-paced will be designed to incorporate multiple modalities of learning to assist all students to success, including those who may be academically low achieving in a traditional school setting. This includes the use of more frequent one-on-one meetings and first language support to ensure content accessibility. Instructional pacing and support will be responsive to student needs, creating an inclusive environment where all learners have a pathway to mastery.

Plan for Students Who Are Academically High Achieving
Independent Study labs will allow students who are academically high-achieving to learn in an accelerated manner, so that they can complete their diplomas quickly. Because CICA serves adults aged 22 and older who do not possess a U.S. high school diploma, we often enroll immigrants with professional expertise from their home countries. For example, a student from Russia who previously worked as a doctor before immigrating to the U.S. would benefit from an accelerated rate in a life science class. The flexibility of the independent study model honors prior knowledge and experience, enabling students to move efficiently through material they already understand. This approach helps students re-enter the workforce or pursue higher education without unnecessary delays.

Students with Disabilities
Overview
As a charter school, CICA does not plan to join a Special Education Local Plan Area (SELPA) and will remain a "school of the district" for SELPA purposes. CICA will make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates serving students with disabilities, including but not limited to § 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). CICA enrolls all eligible students and provides FAPE through 504 plans and appropriate accommodations in compliance with § 504, ADA, and IDEIA**.**

IDEIA applies to children with disabilities and does not apply to adult students over the age of 21.[2] California likewise requires special education services for students until age 21. CICA integrates IDEIA compliance principles as part of its mission to provide K-12 educational opportunities to adult students according to all applicable laws.

[2] 20 U.S.C. 1412(a)(1)(A): "A free appropriate public education is available to all children with disabilities residing in the State between the ages of 3 and 21, inclusive..."

Disabled students with or without a previous IEP may request a reasonable accommodation by contacting their teacher, counselor, or administrator. CICA does not require students to provide detailed medical records to document a disability. A doctor's note or other documentation of impairment, including records of academic impairment, may support an accommodation need. Students also have the right to refuse accommodation solutions offered by the school or propose a different alternative as part of the interactive process.

Any decision to deny or grant a request for reasonable accommodation by the SST shall be made in accordance with applicable federal and state law, including IDEIA, ADA, and the California Education Code. Reasonable accommodation can include, but are not limited to, modifications to school policies, practices, or procedures; auxiliary aids for classroom learning such as transcripts, readers, or modified equipment; altered testing conditions; presence of a student's trained service animal; or other measures necessary to ensure equal access to CICA's educational programs, as required by 304 C.F.R. 104.44. CICA may deny accommodation requests by a person with a qualifying disability and documented need if the requested accommodation imposes an undue financial, operational, or administrative burden, or fundamentally alters its educational program, provided no reasonable alternative can be found to meet the student's needs.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subparagraph (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." (Ed. Code § 47605(c)(5)(B).)

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

Measurable Goals of the Educational Program

CICA (California Innovative Career Academy) was founded to serve historically disadvantaged populations. It has always served a larger than 90% socially and economically disadvantaged student population. The founding philosophy of CICA demands that it offer extensive support beyond that which would normally be available to students in a traditional high school setting and far beyond that available in CAEP settings. To that end, all support services are available to all students. This, along with the radically different makeup of the CICA student population compared to most schools, has led CICA to set its performance targets for all students rather than for traditionally designated subgroups.

Alignment with State Priorities

STATE PRIORITY #1— BASIC SERVICES The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
Subpriority A: Fully Credentialed Teachers	
Goal	100% of core teachers will hold an appropriate and valid California Teaching Credential. These teachers may be fully credentialled or hold intern or emergency credentials as is appropriate to the teaching assignment.
Method	In addition to hiring credentialed teachers CICA will support teachers in the credentialing process including obtaining Intern credentials and the completion of any necessary credentialing program.
Measurement	Initial and annual verification of core teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS Report 3.5 NCLB Core Course Section Compliance; Annual publication of the School Accountability Report Card.
Subpriority B: Access to Standards Aligned Instructional Materials	
Goal	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in the charter petition.
Method	All instructional materials will be assessed for alignment with state common core standards, CASAS standards and ELP objectives.
Measurement	Executive Director or designee will review all instructional materials before purchase pursuant to E.C. § 60119.

STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
Subpriority A: Implementation of Standards	
Goal	At CICA 100% of core academic classrooms will offer curriculum aligned to common core state standards.
Method	Offer a wide range of standards-aligned materials to ensure teachers have access to diverse standards-aligned methods and modalities and individual student needs can be met through access to multiple aligned curricula.

Measurement	Engagement with curricula will be tracked for engagement and impact and assessed by the Executive Director, Senior Director of Instruction, Curriculum Coordinator or other designee.
Subpriority B: EL Student Access to Academic Content	
Goal	100% of English Language Learners will gain academic content knowledge through implementation of Common Core State Standards.
Method	EL students will be offered differentiated instruction in contexts integrating Common Core State Standards with ELP objectives such as English for Work and Life and EL Civics courses.
Measurement	Student progress will be measured through course completion, level exit tests, EL Civics tests and applicable state testing including CAASPP and CAST.
Subpriority C: EL Students and English Language Proficiency	
Goal	100% of English Language Learners will make measurable progress towards English language proficiency.
Method	EL students participate in English Language Arts/Literacy instruction with appropriate in-class instructional support which includes structured English language development, small group teacher support, paraeducator support, and usage of SDAIE strategies.
Measurement	The school will track annual metrics including the rate of redesignation from Intermediate ESL to Adult Basic Education, measurable skills gains, and CASAS reading gains.

STATE PRIORITY #3— Educational partner involvement. State priority 3 references parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation. However as all CICA students are 22 years and over CICA will focus instead on engaging the feedback of educational partners including but not limited to students and community partners.	
Subpriority A: Educational partner engagement	
Goal	Promote student involvement in setting schoolwide priorities and implementing academic programs and student services through hosting at least five educational partner events.
Method	Engage students in community partner events to solicit and gather student feedback.
Measurement	Student feedback will be recorded, collated, and analyzed by CICA staff

	incorporating both qualitative and qualitative methodologies. Student feedback will be incorporated into the annual LCAP.
Subpriority B: Student Participation	
Goal	Survey students in 10 more languages to promote engagement with school culture and receive actionable quantitative feedback, with at least 50% student participation.
Method	Each year CICA will circulate a student satisfaction survey.The survey will be made available in not less than the 5 most widely spoken languages among the student population.
Measurement	CICA will track the number and percentage of students participating in the survey. Before and after each survey period CICA staff will discuss and implement strategies to increase student participation.
Subpriority C: Community Partner Engagement	
Goal	Maximize the opportunity for CICA students and staff to meaningfully engage with community partners by hosting at least 5 events accessible to CICA students remotely (i.e. through Zoom).
Method	Community partner events will be held throughout the year including job fairs, immigrant resource presentations, Know Your Rights presentations from local agencies, and cultural events celebrating diverse student backgrounds.
Measurement	All community partner events will be assessed for engagement and impact including number of students engaged. This will be documented in the LCAP.

STATE PRIORITY 4: Student Achievement **Academic Achievement Metrics, performance on standardized tests, progress of English Language Learners**	
Subpriority A: Academic Achievement Metrics	
Goal	Schoolwide academic achievement metrics will meet targets as agreed upon with our Authorizer as quantified below in CICA Academic Achievement Metrics.
Method	All CICA students take regular CASAS tests every 6-8 weeks. All 12th grade students have regular meetings scheduled with counselors and are provided a personalized graduation plan to ensure they graduate within the same program year as admission to the 12th grade.
Measurement	All Academic Achievement measurements are reported to the Authorizer

	yearly in an annual report.
Subpriority B: Standardized Tests (SBAC)	
Goal	Implement two mandatory trainings on Smarter Balanced assessment for teachers and paraeducators.
Method	CICA will begin implementation of Smarter Balanced (SBAC) for 11th grade in the 2025-2026 school year. The designated LEA CAASPP coordinator will coordinate training and implementation.
Measurement	The designated LEA CAASPP coordinator will report CAASPP results to CICA and TRUSD.
Subpriority C: Progress of English Language Learners	
Goal	English Language Learners will see consistent growth including average CASAS Reading STEPS gains of 2 points or greater per program year and Measurable Skills Gains as reported to NRS meeting or exceeding the state average.
Method	CASAS tests will be taken by all students every 8 weeks at a minimum, the percentage of students with pre and post test scores will meet or exceed 55%.
Measurement	The CASAS coordinator will review monthly progress reports

STATE PRIORITY #5— STUDENT ENGAGEMENT Pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates	
Subpriority A: Student Attendance Rates	
Goal	CICA will ensure an 80% attendance rate.
Method	Attendance with sufficient academic progress will be a requirement of continued enrollment at CICA. Students not meeting requirements will receive academic support and intervention.
Measurement	Monthly, quarterly and annual attendance reports, Periodic attendance rates will be visualized in Schoolytics.
Subpriority B: Chronic Absenteeism	
Goal	CICA will reduce chronic absenteeism by 5% yearly.

Method	CICA will enforce mandatory attendance policies designed to promote attendance. See the attendance SOP attached in the appendix.
Measurement	As reported in Dataquest.
Subpriority C: Graduation Rates	
Goal	The CICA DASS 1-Year graduation rate will meet or exceed 20%
Method	All CICA 12th graders will be prepared for graduation with personalized graduation plans and extensive academic and counseling support.
Measurement	The reported number of graduates in CALPADS will be compared against the enrolled population of 12th grade students with business rules as supplied by California Dashboard.

STATE PRIORITY #6— SCHOOL CLIMATE School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
Subpriority A: Pupil Suspension Rates	
Goal	CICA will maintain a suspension rate of less than 2%
Method	CICA will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	CALPADS data
Subpriority B: Pupil Expulsion Rates	
Goal	CICA will maintain an expulsion rate of less than 2%
Method	CICA will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	CALPADS data
Subpriority C: School Climate	
Goal	CICA will ensure 90% of enrolled students respond to the student climate survey.
Method	As part of CICA community partner engagement, the yearly student climate surveys will be distributed to all students by teachers. Teachers will be trained on the survey and participation incentivized.

Measurement	The accountability department will collate and analyze student survey results and present the results to the HCCTS Board of Directors.

STATE PRIORITY #7— COURSE ACCESS The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 9-12: English, social sciences, science, mathematics, visual and performing arts, applied arts, and career technical education.	
Goal	100% of students will have access to all content areas. As a school with many credit recovery students, not all students will be enrolled in all subjects, however all students will have access to the courses needed to graduate high school with a broad course of study.
Method	CICA students with limited English proficiency are enrolled in classes with designated English support which offer integrated access to all content areas.
Measurement	Yearly review of course outlines, descriptions, ELP objectives, and EL Civics content areas.

STATE PRIORITY #8— Pupil Outcomes	
Subpriority A: English	
Goal	All students will demonstrate an increase in proficiency in English Language Arts/Literacy
Method	All English learners will receive English language instruction integrated with ELA standards. All English proficient high school students will demonstrate mastery through course completion. All students will receive regular CASAS reading testing
Measurement	Average CASAS reading tests will meet or exceed 2 points per program year. Yearly the program will meet or exceed California state targets for Measurable Skills Gains.
Subpriority B: Social Science	
Goal	All English language learners will participate in Civics education.
Method	Students will take 3 yearly EL Civics Civics exams.
Measurement	The school will maintain an 85% passing rate for Civics exams.

Subpriority C: Mathematics	
Goal	All students enrolled in Mathematics will make measurable progress.
Method	Math students will receive pre and post CASAS testing to evaluate the effectiveness of the program.
Measurement	All math students will meet or exceed a 2% CASAS Math Goals gain on average.

Determining Academic Standing (Grade Level)
Upon admission to CICA, a student's grade level is determined based on the evaluation of transcripts of any previous schooling. Students enroll with a very wide variety of educational attainment, academic skills, credits, and English language proficiency. Students are placed in grade levels based on credit attainment.

Grade Level	
Grade 9	0-49 credits
Grade 10	50-99 credits
Grade 11 (proposed addition)	100-149 credits
Grade 12	150-200 Credits

Assessment
CICA uses a variety of formative and summative assessments to evaluate our students. During enrollment, students participate in placement testing to determine English proficiency, including CASAS testing. Students participate in content knowledge and skills-based assessments in their lessons. CASAS assessments are administered to all students every six to eight weeks. EL Civics assessments are administered each term.

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

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

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
English Language Proficiency Progress	Internally developed ESL Level placement / exit test	At Enrollment, End of Term
EL Civics Assessments	CASAS approved assessment plans (COAAPS)	Three times each year in the following months: November, March, June
High School Content Mastery	Course assessments and course grades Savvas imbedded assessments	At the end of every high school course Savvas: mid-unit assessments; formal and informal evaluations
ELA and Math Achievement	Smarter Balanced (CAASPP) Savvas imbedded assessments	CAASPP: Once in grade 11. Savvas: mid-unit assessments; formal and informal evaluations
Science Achievement	CAST Savvas imbedded assessments	Once in high school grades 10 or 12. Savvas: mid-unit assessments; formal and informal evaluations

English Language Proficiency Placement
CICA assesses all students as part of the enrollment process through CASAS testing to establish a baseline for academic achievement. Additionally, students of limited English proficiency will participate in an English Learner Assessment (ELA) placement test to determine English proficiency.

State Testing
In compliance with California Education Code requirements, CICA will offer the CAASPP Smarter Balanced Assessments Consortium (SBAC) to all students in 11th grade. CICA also offers California Science Tests (CAST) to all 12th-grade students who have not previously taken the science test in high school. Testing will be coordinated by the Assessment Coordinator with academic staff and test proctors. Because CAASPP testing is new to CICA, the determination of the details of testing windows and procedures will be an ongoing process by academic and assessment staff.

Student Growth
CICA uses the Comprehensive Adult Student Assessment System (CASAS), a competency-based adult assessment program validated by the U.S. Department of Education for use in adult education. While CICA is a K-12 institution, there are few assessment programs

designed to evaluate the growth of adult students. Consequently, CASAS is an essential tool for the evaluation of student progress at CICA. The test series used by CICA is listed below.

Test Series
CASAS Reading STEPS
CASAS Listening STEPS
CASAS Reading GOALS 2
CASAS Math GOALS 2

Students receive CASAS testing every 7 weeks. Testing is conducted via a kiosk application installed on CICA chromebooks. Testing can only occur in a proctored environment and is conducted by test proctors or teachers.

All students receive CASAS reading tests. CASAS Math assessments are administered to all students enrolled in math courses to evaluate the effectiveness of the instruction they receive.

Schoolwide CASAS outcomes include average point gain, measurable skills gains, and pre and post testing rates. Below are the average point gains for the previous three program years.

Average Point Gain per Program Year			
	2022-2023	**2023-2024**	**2024-2025**
ELL			
CASAS Reading	5.8	3.9	6.2
CASAS Listening	8.4	4.7	6.2
ABE			
CASAS Reading	5.0	4.9	5.6
CASAS Math	2.5	4.9	6.4

The data shows consistent improvement in student outcomes. particularly in the 2024–2025 school year. For ELL students, both CASAS Reading and Listening scores rebounded after a dip in 2023–2024, each rising to 6.2 points—the highest gains observed over the three-year span—indicating renewed effectiveness in language instruction. In the HS program, CASAS Math scores saw the most notable growth, more than doubling from 4.9 to 6.4, which suggests that recent changes in math curriculum or support have had a strong impact. ABE Reading scores also increased steadily, climbing each year from 5.0 to 5.6, pointing to sustained literacy development. These trends highlight encouraging progress in both foundational literacy and numeracy across programs.

Measurable skills gains represent the number of students progressing in an Educational Functioning Level as defined by the National Reporting System (NRS), the federal accountability system. Measurable skills gains are an important indicator of both English language and academic progress.

Percentage of students with pre and post test achieving a measurable skills gain				
ESL Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	65.00%	78.90%	71.76%
	CA State target	30.50%	34.00%	TBD
Level 2	Achieved	58.33%	84.55%	84.52%
	CA State target	30.50%	40.00%	TBD
Level 3	Achieved	53.49%	77.53%	82.19%
	CA State target	34.50%	37.00%	TBD
Level 4	Achieved	61.67%	68.36%	78.18%
	CA State target	30.50%	34.50%	TBD
Level 5	Achieved	58.62%	75.10%	76.24%
	CA State target	31.50%	34.50%	TBD
Level 6	Achieved	0%	75.34%	58.70%
	CA State target	21.50%	25.00%	TBD

Percentage of students with pre and post test achieving a measurable skills gain				
ABE Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	85.71%	65.22%	76.47%
	CA State target	40.00%	44.00%	TBD
Level 2	Achieved	58.33%	63.21%	70.93%
	CA State target	42.50%	44.00%	TBD
Level 3	Achieved	53.49%	55.56%	63.76%
	CA State target	38.00%	43.00%	TBD
Level 4	Achieved	61.67%	64.41%	75.47%
	CA State target	40.50%	43.00%	TBD
Level 5	Achieved	58.62%	54.19%	59.18%
	CA State target	35.50%	42.00%	TBD
Level 6	Achieved	0%	0%	21.33%
	CA State target	36.50%	43.50%	TBD

CICA Measurable Skills Gain for all learners compared to state average

	2022-2023	2023-2024	2024-2025
CICA	68.9%	69.8%	73.0%
CA State Average	44.36%	44.8%	TBD

CASAS pre and post tests are essential for measuring student progress but also serve as an important measure of student engagement.

Percentage of Learners with Pre and Post CASAS Test		
2022-2023	2023-2024	2024-2025
57%	66%	71%

The data above reflects a clear upward trend in the percentage of students who received both a pre- and post-test over the past three years. In 2022–2023, 57% of students received both tests. This increased to 66% in 2023–2024 and rose again to 71% in 2024–2025. This steady improvement demonstrates CICA's growing commitment to data-driven instruction and collective efforts to ensure more students are assessed consistently, allowing CICA to better capture and respond to their academic development.

Teachers, counselors, and proctors at CICA work diligently to ensure that all students complete both the CASAS pre- and post-tests; however, reaching 100% participation remains a challenge. To address this, CICA is implementing several strategic measures, including hiring additional proctors, expanding staff training, purchasing more laptops to support testing, and developing a more structured and comprehensive testing schedule. Additionally, the recent hiring (August 2024) of a dedicated CASAS Coordinator has provided focused leadership to further strengthen the assessment processes. Through these efforts, CICA is committed to increasing the percentage of students completing both assessments in the coming years.

EL Civics Civic Objective and Additional Assessment Plan Data (COAAP)

Integrated English Literacy and Civics (IELCE/EL Civics) programs provide English learners with literacy instruction while developing the civic knowledge and workforce skills needed to participate fully in U.S. society. Assessments are developed according to COAAPs supplied by CASAS and reported to the state via TOPSpro Enterprise.

For the past five years, CICA administered EL Civics assessments through Google Forms, collating results via automated Google API scripts. While cost-effective, this approach became unsustainable as the dataset expanded. In 2025, CICA piloted the use of Edcite, which streamlined reporting, improved assessment quality, and enabled more detailed tracking of student outcomes.

Program Data

Results from the past two program years demonstrate both the scale of participation and consistently strong pass rates:

- 2023–24: Students attempted 1,455 assessments, with 1,045 passes (72% pass rate). Themes included Employment, Personal Finance, and DMV readiness.
- 2024–25: Participation expanded significantly, with 2,837 assessments attempted and 2,027 passes (71% pass rate). Themes included Employment, Health and Nutrition, and Education.

These results indicate both growth in student participation and stable success rates, demonstrating that English learners are not only engaging in EL Civics instruction but are mastering key competencies in employment readiness, financial literacy, health, and civic education. The expansion from 1,455 to 2,837 attempted assessments in just one year reflects increased system capacity, improved reporting structures, and the successful adoption of Edcite as a platform.

EL Civics Assessment Data				
Program Year	**Theme**	**COAAP #**	**Attempted Assessments**	**Passed Assessments**
2023-2024	Employment	33.9	176	156
2023-2024	Personal Finance	1.8	633	394
2023-2024	DMV	12.7	646	495
2023-2024	Total		1455	1045
2024-2025	Employment	33.8	940	628
2024-2025	Health and Nutrition	46.7	1158	854
2024-2025	Education	13.6	545	739
2024-2025	Total		2837	2027

High School Graduation

Graduation is the most powerful marker of student success at CICA. For our adult learners, graduation is more than a diploma—it represents years of determination, resilience, and perseverance in the face of significant challenges. Many students have overcome interrupted education, displacement, language barriers, and personal hardships to reach this milestone. At CICA, graduation is treated as a holiday: a joyful celebration for students, families, and staff alike.

Because its students complete credits throughout the year, CICA offers multiple graduation ceremonies annually—in both summer and winter—so every student has the opportunity to

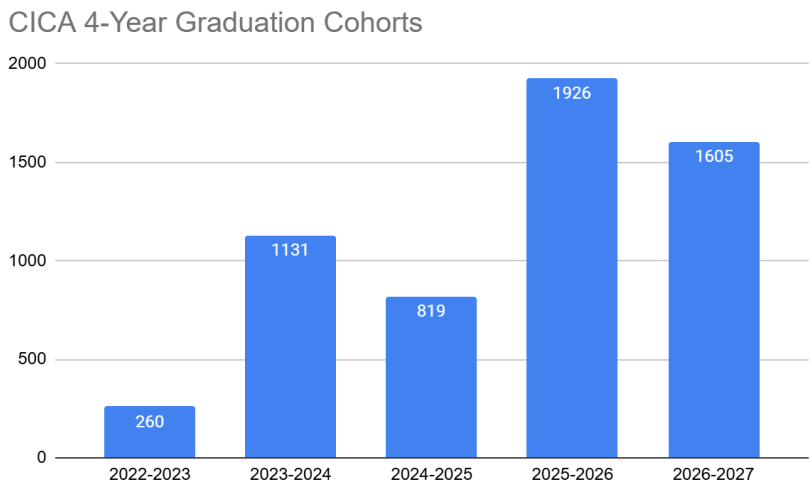
"walk the stage" in front of their community. Each year, the ceremony has grown in size and prominence, with venues expanding to accommodate the increasing number of graduates.

CICA Cohort Graduation

CICA faces unique challenges in relation to traditional 4- and 5-year cohort graduation rates. Before 2021, English learners were designated as primary students in grades 1–2. In 2020–21, all CICA students were redesignated as high school students to better reflect their adult status. This redesignation dramatically increased the size of the 4-year cohort, even though over 80% of entering students began with limited secondary education skills and required extended time in grade 9 to develop English and academic foundations.

Conversely, some students—such as immigrants arriving with stronger English proficiency and prior academic backgrounds—graduate much more quickly. For example, Winter 2025 graduates averaged 2.5 years of enrollment, well outside the traditional 4-year window. These dynamics lead to artificially low cohort rates that do not accurately represent student success.

The chart below illustrates these complexities:



CICA 4-Year Cohorts: While the 4-year cohort count grew from 260 (2022–23) to 1,605 projected in 2026–27, only a fraction of actual graduates appear in these rates. In 2024–25, for instance, just 76 of 300+ graduates were captured in the 4-year outcome.

CICA 1-Year Graduation Rate

To better reflect the reality of adult education, CICA also tracks and reports the 1-Year DASS Graduation Rate, which measures the percentage of 12th graders completing a diploma within the same program year.

- Growth: The 1-year rate nearly doubled in 2024–25, reaching 43.2%, compared to 22.6% in 2023–24.

- Raw Numbers: Graduates reported in CICA's LCAP also increased steadily from 200 (2022–23) to 323 (2024–25).

CICA students must work to overcome a wide variety of barriers to participate in education and achieve academic success. An adult learner is engaged with responsibilities and demands that pay no respect to their academic journey, making them inherently at very high risk of not completing their education. In every sense, these are alternative students. In recognition, CICA continues to track and report the 1-year graduation rate. The 1-Year graduation rate is calculated as follows:

$$\frac{\text{\# graduates as reported in CALPADS - (all students without 90 days cumulative enrollment)}}{\text{All students enrolled in 12th grade for the program year - (all students without 90 days cumulative enrollment)}}$$

This metric, combined with raw graduate counts, provides a more accurate picture of CICA's impact, capturing the success of students who accelerate or extend their time beyond traditional cohorts. The upward trend in both rate and number of graduates demonstrates the effectiveness of CICA's academic model and support systems.

2022-2023	2023-2024	2024-2025
23.5%	22.6%	43.2%

ELL Level Progress
English Language learners progress through courses designed to advance their English Language skills while allowing them to engage with increasingly in-depth standards-aligned content.

Graduation outcomes are directly tied to English Learner advancement. Reaching Level 3 (Intermediate) in ELD marks a pivotal milestone: students transition into the full high school program, where they engage with core academic standards while continuing to receive integrated English language support. This bridge ensures that English acquisition and diploma attainment are inseparable parts of student success.

Alternative School Status

CICA is fully accountable to the California Department of Education (CDE) to ensure that students meet state standards. California adopted the Local Control Funding Formula (LCFF) in 2013, creating the California School Dashboard to monitor performance across schools. However, these traditional accountability measures were designed for K–12 systems and often fail to capture the unique realities of adult and alternative learners.

To address this gap, the CDE created the Dashboard Alternative School Status (DASS) system, which provides alternative schools with more appropriate accountability metrics. When CICA opened its main hub in Sacramento in August 2019, it adopted DASS and has consistently complied with its requirements. In November 2024, CICA worked with Twin Rivers Unified to finalize a set of DASS-aligned metrics. While CICA was notified in December 2025 that it would lose official DASS status, the school remains deeply committed to accountability. We continue to track these measures internally—now reported as CICA Academic Achievement Metrics—to ensure transparency, rigor, and continuous improvement.

CICA Academic Achievement Metrics
Academic Achievement
ESL
1. The percentage of CICA English Language learners with a pre and post-test achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).
ABE
1. The percentage of CICA high school learners with a pre and post-test, achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).

Academic Improvement
ESL
1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at CICA enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.

Academic Improvement
2. The percentage of CICA English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.
ABE
1. The average CASAS Reading Gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The 1-year Graduation Rate for CICA learners will meet or exceed 20% as reported in California School Dashboard.

Student Engagement
All Levels
1. The percentage of CICA students with a CASAS pre and post-test will meet or exceed 55% as measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE
ABE
1. The percentage of 12th grade CICA high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of CICA high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

Teacher-Designed Formative Assessments

CICA teachers employ a wide range of **informal and formative assessment strategies** to monitor student learning and ensure mastery across subjects, including reading and vocabulary, writing and grammar, speaking and pronunciation, listening, digital literacy, mathematics and consumer economics, science, history/social science, government and law, health, and independent living.

Formative assessments are integrated into daily instruction and provide timely feedback to guide both teaching and learning. Common tools include:

- Benchmark assessments to measure progress against standards
- Oral and multimedia presentations to assess communication and digital skills
- Written assignments such as journals, essays, research projects, and book reports
- Performance-based tasks, including independent projects, portfolios, and demonstrations
- Traditional measures such as tests, quizzes, grammar diagnostics, and comprehension checks
- Daily learning artifacts such as homework, workbook activities, and applied practice

Through this comprehensive approach, teachers are able to monitor progress continuously, adjust instruction responsively, and ensure that students are building the knowledge and skills required for academic advancement and real-world success.

Grading and Progress Reporting Systems

CICA maintains a rigorous and transparent grading and reporting system designed to hold students to high standards while providing multiple opportunities for mastery. The school uses a traditional A–F grading scale, with GPA points assigned as follows: A = 4.0, B = 3.0, C = 2.0, D = 1.0, and F = 0.0. Although teachers may add plus or minus designations, these do not alter the GPA value. To ensure deep learning and persistence, CICA requires that students earn at least a "B" (80%) or higher to receive credit for a course. Students who earn below a "B" must revise or redo work and demonstrate mastery before credit is awarded.

Grades are issued at multiple points—upon course completion, partial completions, or at the end of the term—ensuring timely feedback to students and counselors. In addition to letter grades, teachers provide narrative feedback and individualized support, fostering a growth mindset and continuous improvement.

Evaluation Methods

CICA uses a multi-method evaluation system to measure whether students meet academic expectations and mastery standards. Methods include:

- Teacher-designed assessments (benchmarks, unit tests, projects, and presentations)
- Student self-assessments and reflection
- Publisher-embedded assessments (e.g., Savvas, Burlington English, CASAS-aligned resources)
- Portfolios of student work (writing samples, research projects, digital artifacts)

High school course completion is directly tied to end-of-unit and end-of-course assessments, with a minimum passing threshold of 80%. This ensures both rigor and consistency across the curriculum.

Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data
CICA uses assessment data in four primary ways. First, assessment serves as a diagnostic tool to identify content areas a student has not yet mastered. This allows instructional staff to gain a clear understanding of each student's gaps in content knowledge and skill development, enabling targeted intervention and personalized instruction.

Second, aggregated student learning data are used to evaluate overall school performance. A dedicated team of professionals at CICA analyzes a broad range of academic indicators, including enrollment trends, placement assessments, demographic data, CASAS assessments and gains, course grades, graduation rates, and student retention. By examining student outcomes over time, the school is able to assess performance by teacher, course, program, and schoolwide, and compare results to those of similar institutions.

Third, assessment data informs decisions regarding student progression and formal recognition, such as level completion, graduation, licensure, or certification.

Finally, assessments are used to identify students who may be underperforming relative to their peer group, prompting review of placement and potential intervention supports. In cases where a student is not adequately progressing in a course, reassignment to a remedial course or additional instructional support from teachers, paraeducators, or specialists may be required to ensure the student is able to complete course materials and meet academic expectations.

This cycle is led by the Instructional Leadership Team (ILT) and supported by counselors, paraeducators, and assessment staff, ensuring that data directly shape instruction and student support.

Retention
CICA addresses student retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagement systems coordinate efforts to strengthen two-way communication between students and the school. Retention is supported by a team of professionals, including counselors and academic staff. This collaborative approach enhances student relationships and contributes to increased achievement and retention.

Program Audit
CICA provides TRUSD with a comprehensive annual performance report that includes, at a minimum, the following data:

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

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

Local Control and Accountability Plan (LCAP)
CICA develops its Local Control Accountability Plan (LCAP) in accordance with the template adopted by the State Board of Education. The LCAP serves as the school's comprehensive planning and accountability tool, integrating academic goals, fiscal priorities, and stakeholder input. Previous to the adoption of a state board template, CICA will follow the basic methods used for the School Accountability Report Card. The plan includes measurable pupil outcomes aligned to the state priorities outlined in California Education Code § 52060(d), as well as local priorities identified by CICA to address the specific needs of adult learners. These priorities encompass academic achievement, student engagement, school climate, access to a broad course of study, and workforce readiness. The LCAP is updated annually through a collaborative process that engages students, staff, and community partners. Each year, CICA presents both the annual update to the LCAP and the Local Control Funding Formula (LCFF) budget overview for parents at a public meeting of the Board of Directors, no later than February 28. This presentation ensures transparency, provides opportunities for feedback, and demonstrates the school's commitment to continuous improvement and fiscal responsibility.

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Element B Measurable Student Outcomes and Element C Student Progress Measurements



Element D Governance

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

California Innovative Career Academy (CICA) operates as a directly funded independent charter school under Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation, in compliance with applicable California law and federal law. CICA commits to maintaining its nonprofit status in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board"), which is the governing authority for CICA and is ultimately responsible for ensuring that the school remains faithful to its mission, operates in compliance with its charter, and maintains fiscal viability. The Board functions in accordance with its bylaws, California nonprofit law, and applicable provisions of the Education Code. While the Board maintains fiduciary responsibility and ultimate decision-making authority, it delegates day-to-day management to CICA's Executive Leadership Team.

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

Governance Procedures and Operations

Meeting Requirements and Procedures

All meetings of the CICA Board of Directors are conducted in full compliance with the Ralph M. Brown Act and Education Code § 47604.1(c). Meetings are open to the public, and each agenda includes an opportunity for community input regarding the California Innovative Career Academy.

Agendas are posted prominently at the school's main office and on the CICA website at least 72 hours in advance of regular meetings and 24 hours in advance of special meetings. Emergency meetings may be called without standard notice when immediate action is required, consistent with the Brown Act.

Meetings are held at the principal office of CICA or at other publicly accessible, non-discriminatory locations within California as designated by Board resolution or meeting notice. Teleconferencing is permitted, provided that the public may attend from all listed

locations and all votes are conducted by roll call. Pursuant to AB 2449 (effective through January 1, 2026), Board members may also participate remotely under specific conditions without disclosing their physical location, provided public access requirements are maintained.

Approved minutes are posted to the CICA website within 72 hours and are made available to the public upon request. The Board meets regularly—typically monthly during the school year—and adopts an annual calendar of meetings, with adjustments made as needed to accommodate holidays or other scheduling conflicts.

Decision-Making Procedures

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

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

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

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

Board Composition and Membership

Board of Directors

<u>Sharon Rocco (Corporate Vice-President)</u>



Sharon Rocco was born in Oregon and moved to California in 1959. In 1967, Rocco moved to Manila, Republic of the Philippines, and graduated high school from Brent Episcopalian Boarding School in Baguio City. In 1969, she returned to Sacramento, California and completed college at California State University, Sacramento with a

Bachelor's degree in Social Work and Corrections. Sharon began her career in 1975 with the California Department of Corrections as a Parole Agent and served both in rank and file and administrative positions until she retired in 2005. Sharon was elected to Highlands Community Charter and Technical Schools' Board of Directors in July 2015.

Mary DeChance (Corporate Treasurer)



Mary DeChance is an educational leader who began her career as a Resource Specialist and later made meaningful impacts as a Principal, District Director of Special Education, District Director and Interim Coordinator for Early Childhood Education. Mary most recently was Faculty Lead at National University serving from 2005 until her retirement in 2016. Mary holds a BA in Behavioral Science and a Master's Degree in Special Education from the National University. Mary was appointed to the Highlands Community Charter and Technical Schools board in November 2020 where she will be a welcome addition to the nine-person board.

Mike Reid (Corporate President)



Mike Reid is a Board Member for Highlands Community Charter and Technical Schools. He has been an educator for over 38 years and has served in various roles throughout his career, including teacher, Vice-Principal, Principal, and Schools Superintendent. He has had the opportunity to assist and be recognized for three California Distinguished Schools.

His work in charter schools spans over nine years, during which he oversaw the development of a new charter school and served as the Learning Analyst for another. He also served as a consultant for the state of Hawaii for nearly three years, focusing on school academic improvement.

Board Member Selection Process
The Board of Directors shall consist of a minimum of three and a maximum of eight members; however, following the resignation of any director serving as of September 20, 2024, the maximum number of members shall be reduced to seven. To mitigate the occurrence of tie votes, the Board endeavors to maintain an odd number of members. Furthermore, school districts or county offices authorized to oversee HCCTS schools are entitled to appoint one voting representative to the Board.

Candidates for Board membership are sought from diverse professional backgrounds, including education, finance, law, public policy, human resources, and community leadership. Ideal candidates demonstrate alignment with CICA's mission, a commitment to its success, and the ability to provide expertise or resources in support of the school.

People who work for the school (or have close family ties to someone who does) cannot serve on the Board. Each director serves a 3-year term and stays in the role until a new director is chosen. If a director leaves—due to resignation, death, legal issues, or missing three meetings—the Board can fill that spot by majority vote. Chartering authorities can fill or remove their own representatives.

In accordance with Education Code § 47604.2(b)(2), the Board may, upon receipt of a qualifying petition, choose to include at least one student member. If appointed, the student member may be granted preferential voting rights as provided by law.

Board members may resign at any time by submitting written notice. However, no resignation shall be effective if it would reduce the Board below the minimum required membership, unless the Attorney General is notified. Should a vacancy arise due to resignation, death, legal disqualification, or failure to attend three consecutive meetings, the Board may fill the position by majority vote. Chartering authorities retain the right to appoint or remove their own representatives. Reductions in the Board's authorized size will not prematurely terminate current directors' terms.

CICA will not make contracts or approve actions where a director or key employee have a potential financial interest in the contract or action that precludes CICA from approving the same pursuant to Section 1090, the PRA, or other statutory, regulatory, or common law preclusions of conflicts of interest. It also will not loan money or property to any director or officer, except it can advance money for work-related expenses that will be reimbursed. Lastly, CICA promises to protect and cover legal costs or damages for its directors, officers, employees, and certain others if they face lawsuits or legal actions related to their role, as allowed by law. If someone asks for this protection, the Board will quickly decide if they qualify and approve it if they do.

Officers of the Corporation: Roles, Responsibilities, and Appointments
The Corporation is required to have a Chair of the Board, President, Secretary, and Treasurer, with the option to appoint additional officers as needed. Officers are appointed by the Board, report to the Board, and may have duties outlined in employment contracts. One person can hold multiple officer roles, except that the same person cannot be both Chair/President and Secretary/Treasurer. Officers may be removed by the Board or resign with written notice. Vacancies are filled following the same process as original appointments. The Chair leads Board meetings; the Vice-Chair fills in when the Chair is absent. The President (also called Executive Director) manages the Corporation's daily operations. The Secretary keeps records of Board meetings and official documents, while the Treasurer manages the Corporation's finances, provides reports, and may be required to give a bond to ensure proper handling of funds.

All Board Members are required to complete annual training in the Brown Act, conflict of interest compliance, sexual harassment prevention, mandated reporting, and any other state-mandated governance trainings. This ensures that directors remain fully informed of their legal responsibilities, ethical obligations, and best practices for charter school governance.

Roles of the Board
The Board of Directors is responsible for managing the Corporation's activities and has the authority to make key decisions. This includes hiring and removing staff, setting their duties and pay, relocating offices, operating in or outside California, borrowing money, using a corporate seal, and seeking outside funding to support and expand the organization's services. All actions must follow applicable laws and the Corporation's governing documents. For more information, see the bylaws in the appendix.

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

Executive Leadership

The Executive Leadership Team at California Innovative Career Academy (CICA) provides the vision, expertise, and operational management necessary to sustain a high-quality learning environment that advances student achievement. Working under the authority of the Board of Directors, the Executive Cabinet—which includes the Executive Director, Deputy Directors, Director of Executive Services, Chief Business Officer, Director of Accountability and Assessment, and Director of Human Resources—oversees the development, implementation, and continuous evaluation of the school's core systems and policies.

The Cabinet is responsible for ensuring excellence across all operational and instructional domains, including finance, assessment, curriculum and instruction, facilities, human resources, compliance, and organizational accountability. Through collaborative leadership and data-driven decision-making, the Executive Leadership Team ensures that CICA remains faithful to its mission, responsive to student and community needs, and aligned with state and federal accountability requirements.

Governance Structure

CICA affirms that its Board of Directors serves as the sole governing authority of the Charter School. The Board holds ultimate responsibility for the governance and oversight of CICA, with each member carrying a fiduciary duty to safeguard the long-term success and sustainability of the organization. The Board is charged with addressing all major governance and operational matters in accordance with applicable laws, Board policies, and the terms of the Charter. Key responsibilities include overseeing the school's financial health, ensuring proper expenditure and accountability of public funds, establishing general and curriculum-related policies, approving and monitoring the annual budget and financial procedures, and engaging in strategic planning and fundraising efforts. The Board is also responsible for the selection, evaluation, and, if necessary, dismissal of the Executive Director, as well as the approval and oversight of personnel

policies. In addition, the Board works to build broad-based support and strategic partnerships that further the mission of the school. To fulfill its oversight role, the Board meets regularly to review academic and operational data, financial reports, and compliance documentation. Through these processes, it ensures alignment with the school's mission, holds leadership accountable, and monitors key performance indicators to drive continuous improvement.

CICA has adopted a conflict of interest code that complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school-specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, CICA's Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to Government Code section 1090 and the Political Reform Act. The Board further acknowledges and abides by governance requirements under the Brown Act, Public Records Act, and other applicable state laws. The responsibilities of the CICA Board as further outlined in the Bylaws include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the CICA's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law, such as the Public Records Act, and policies such as the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety, and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with the Executive Director to set goals.
- Enact policies to support the successful operation of CICA.
- Attend ethics training (AB 2158).

Board Committees
To deepen partner input into governance, the Board of Directors may form standing or ad hoc committees, in accordance with bylaws and applicable law. Committees may include representatives from staff, students, or community partners where appropriate, ensuring the school's governance remains inclusive and mission-aligned.

Educational Partner Involvement

Educational Partner Involvement Plan and Process
CICA affirms that the perspectives of students, staff, and community partners are essential to strong governance and continuous improvement. As an adult-serving charter school, student voice is central to shaping program design and school culture. The Board and leadership team actively solicit, value, and incorporate feedback from educational partners to ensure decisions remain responsive to the needs of CICA's diverse learning community.

As part of its continuous improvement efforts, California Innovative Career Academy (CICA) conducts Educational Partner (EdPartner) events throughout the year, beginning each fall with the distribution of staff and student climate surveys. Starting in the 2024–2025 school year, both surveys are administered via SurveyMonkey to enhance anonymity and encourage honest, constructive feedback.

The staff survey is distributed first and has seen steadily increasing participation, with 346 CICA staff and 13 Equity Initiatives staff responding in 2024–2025—up from 223 respondents the previous year—resulting in a participation rate of 92.76%. The survey includes questions across several key areas: mission, vision, and schoolwide goals; communication and leadership; workplace culture and environment; onboarding and support; compensation and benefits; digital tools and technology; professional development and growth; and curriculum and instruction. These categories are designed to assess organizational strengths and identify areas for growth. Survey results are presented to the HCCTS Board of Directors and shared with all staff through infographic posters displayed at every school site to promote transparency and engagement.

The student climate surveys are sent out to all students in eleven different language options. In the 2024-2025 school year, the survey was hosted on Survey Monkey which allowed for ease of use for students as well. Teachers are encouraged to have their students take the survey during class to increase participation.

CICA's student survey was available to students in 12 languages, including English, Spanish, Russian, Ukrainian, Dari, Pashto, Arabic, Chinese, Vietnamese, Armenian, Turkish, and Hmong, and resulted in 3,610 student responses, compared to 2,169 last year. In February 2024, CICA held the Reading with Relevance event to gather information on the curriculum and its impact. CICA engaged 36 educational partners during this event and had them participate in the Reading with Relevance Book Fair Impact Survey afterward.

During the Black History event in February 2024, CICA focused on engaging educational partners and collecting feedback. The Black History Month Assembly Feedback Form from February 2024 garnered 27 responses from educational partners.

During the Building a Community School Lunch and Dinner sessions, CICA concentrated on gathering suggestions for improvements in the domains of wellness, health, social-emotional support, additional academic opportunities, CTE, and community enhancements. CICA held discussions with educational partners, which resulted in 22 summarized responses on the Building a Community School survey.

In March 2024, CICA hosted a meeting with principals to gather their insights on the key challenges and opportunities for growth. Following the discussions, participants were requested to complete the Principal Feedback Survey, which provided subsequent data from 6 principals.

In April 2024, CICA sent out the Leadership Survey to collect the directors' feedback on the following categories: communication, job and role clarity, work environment, recognition, relationships, curriculum, and professional development. CICA has gathered responses that

highlight the enhancements across the categories, alongside some challenges. Seven of the directors participated in the Survey.

In April 2024, CICA facilitated a Your Voice Matters event for CTE programs at the Grand Avenue campus. CICA engaged 42 educational partners and gathered feedback on strengths, improvement areas, and solutions.

In the 2023-2024 school year, CICA hosted four (4) educational partner events titled Your Voice Matters, compared to one in the previous year. The purpose of visiting more sites was to get more feedback from students with different needs at various school locations. For the 2023-2024 school year, CICA gathered educational partner feedback from a total of 830 including 26 responses from students who enrolled in the Equity Initiatives program at the "Your Voice Matters" events compared to 270 in the 2022-2023 school year. Combined with the all-staff climate surveys and student surveys, the principal meeting, leadership feedback survey, and other educational partner events, CICA engaged 4,926 while gathering educational partner feedback.

Each educational partner event had a facilitator and notetaker who led the discussion in three areas: school strengths, opportunities for growth, and possible solutions for improvement. The responses were recorded in Google Forms. CICA analyzed the data to identify growth areas and build the LCAP goals and actions. CICA found a high level of consistency in climate surveys and educational partner responses. After careful review, CICA used this feedback to determine where to increase and decrease spending.

CICA encourages students and staff to attend, speak, and present at Board meetings; CICA requests that students and staff complete various surveys. CICA proactively reaches out to students regularly to encourage them to meet with the counselors to continue discussing their goals and needs; and CICA is proudly responsive to the feedback CICA receives.

CICA encourages and teaches the students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during EdPartner events. Following these events, the data is reviewed, proposals for a new funding formula are created and presented to the board of directors as well as the executive cabinet. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comments and final plans are approved at a public board meeting. CICA will consider TRUSD recommendations and comments when drafting its LCAP. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget each year as part of a nonconsent item at a regularly scheduled Board meeting.

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

Element E Employee Qualifications

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

California Innovative Career Academy (CICA) is committed to recruiting and retaining professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional roles. All employees must align with the school's instructional philosophy, mission, and vision and demonstrate the expertise and commitment necessary to support student success.

In accordance with Education Code §47605(e)(1), CICA shall remain nonsectarian in its employment practices and operations. The Charter School shall not discriminate against any individual (employee or pupil) based on actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or any other characteristic contained in the definition of hate crimes set forth in Penal Code §422.55, or based on association with an individual who has any of the aforementioned characteristics.

Employee Positions And Qualifications

Hiring and Selection Process
CICA recognizes that excellent schools are built on excellent employees. All positions are filled through a recruitment and hiring process that ensures alignment with CICA's mission, compliance with state and federal law, and adherence to Board-adopted personnel policies.

- Job Descriptions: Every position is defined by a detailed, Board-approved job description outlining required qualifications, duties, and reporting structures.
- Applicant Screening: Human Resources (HR) prescreens all applicants via EdJoin.org to verify minimum qualifications. Only qualified applicants are advanced for interviews.
- Interviews and Recommendations: Panels may include administrators, staff, or community representatives, and applicants are evaluated using a structured rubric.
- Final Approval: HR and hiring managers recommend candidates to the Executive Director, who makes final hiring decisions.
- Nepotism Policy: Consistent with Board Policy 4212.8, relatives may not participate in hiring or evaluation processes where family members are involved.

Recruiting Qualified Teachers
CICA recruits well-qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third-party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers. This allows us to market our charter school as a competitive organization in which to work. We

also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs.

Employees
CICA recognizes that to have an excellent school, it must have excellent employees. CICA will draw upon the pool of excellent adult education teachers previously employed by Twin Rivers Adult Education. Proposed salaries and benefits for administrators, certificated faculty, and classified staff have all been modeled after the Twin Rivers' salary scales and employee contracts.

Employee Overview
All employees of CICA are committed to developing the social, civic, character, and academic potential of each student. All staff members possess experience and expertise appropriate for their position according to the CICA adopted personnel policies, and federal and state statutes applicable to charter schools. Selection and appointment of employees at CICA will be the exclusive prerogative of CICA.

CICA does not discriminate against any applicant on the basis of his/her race, creed, color, national origin, age, gender, gender expression, gender identity, disability, or any other basis prohibited by Education Code § 220. CICA shall comply with all applicable laws regarding criminal background checks, including Education Code § s 45125.1 and 44237.

Executive Team
The Executive Leadership Team provides the vision, management, and accountability systems necessary to ensure CICA's academic and operational success. Under the authority of the Board of Directors, the Executive Team designs and oversees schoolwide policies, systems, and compliance.

2025–2026 Executive Team

- Jonathan Raymond – Executive Director
- Mathew Lemos – Chief Business Official
- Teresa Cummings – Chief Operations Officer
- Eric Chapman – Chief Academic Officer

Job descriptions and resumes of the Executive Team are included in the Appendix.

Executive Director: Serves as the chief administrator responsible for the planning, operation, supervision, and evaluation of all educational programs, services, and facilities; hiring and performance management of personnel; oversight of finances and compliance reporting; and partnership development.

For more information on the resumes of each of the cabinet members and their job descriptions, see the appendix.

Executive Director
Our Executive Director assumes administrative responsibility and leadership for the planning,

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

Independent Study Compliance Coordinator
The CICA Independent Study Compliance Coordinator is responsible for overseeing the Independent Study (IS) Program and program compliance, including attendance accounting, documentation, and reporting. This is a classified administrative position. The CICA Independent Study Compliance Coordinator should possess a BS or BA degree from a recognized college institution, or a degree of a similar nature that is in alignment with the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability is essential. The Independent Studies Coordinator must have thorough knowledge of the school's SIS (Student Identification Systems, e.g., PowerSchool) and its use for guiding Independent Studies, as well as the ability to function independently and effectively. In this position, it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regard to communication, record keeping, and staff presentations associated with Independent Studies. The CICA Coordinator can communicate effectively and clearly both orally and in writing with a diverse staff and student population.

Counselor (Independent Study)
CICA Counselor will provide academic, college/career, and social-emotional counseling tailored to adult learners in an Independent Study environment. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. CICA Counselors refer students to other community resources, support groups, and social service agencies as appropriate. At a minimum, CICA Counselors possess a Bachelor's Degree in Education or School Counseling with a 7-12th grade level certification, two (2) years of experience as a high school counselor, and a valid Pupil Personnel Services Credential with an academic school counseling emphasis.

Teachers (Independent Study)
CICA will comply with all applicable state and federal laws regarding teacher credentialing and qualifications. In accordance with Education Code §47605(l)(1), all CICA teachers must hold a valid California teaching certificate, permit, or other credential appropriate to their assignment, as issued by the California Commission on Teacher Credentialing (CCTC). Credential documentation will be maintained on file at CICA headquarters and made available for inspection by Twin Rivers Unified School District, which retains the right to review hiring

decisions to ensure compliance with federal and state mandates.

CICA teachers must hold the California teaching certificate, permit or other document required for the teacher's certificated assignment pursuant to Education Code § 47605(l)(1).
CICA hires only qualified teachers. Teachers are responsible for creating and sustaining a learning environment that supports California state standards and reflects CICA's educational philosophy, with a strong emphasis on meeting the unique needs of adult learners. Teachers hold a minimum of a bachelor's degree from a degree-granting institution and a valid authorization to serve as a California credentialed teacher from the California Commission on Teacher Credentialing (CCTC). Additionally, all teaching staff are qualified under the Elementary and Secondary Education Act (ESEA), also known as the Every Student Succeeds Act (ESSA), formerly known as the No Child Left Behind Act (NCLB). Accordingly, CICA teachers have:

1. A bachelor's degree from a degree-granting college or university.
2. A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or other Designated Subjects credentials.
3. Demonstrated subject matter competence.

Teacher Credentialing
HCCTS affirms that all classroom instruction must be provided by teachers who hold valid California teaching credentials, and that paraeducators may not serve as the teacher of record. In prior years, teachers at CICA held adult education credentials as recommended by the CTC and the San Diego County Office of Education. In February 2025, the CTC decided to enforce K-12 teaching credentials.

CICA has already implemented the following to improve compliance and accountability. In the 2024–2025 school year, HCCTS significantly changed its credentialing and staffing procedures. The school established a credentialing support team of internal staff and credentialing consultants and reviewed more than 300 staff profiles. Individual credential pathway plans were developed, and 269 one-on-one consultations were held with teachers. HCCTS launched a partnership with UMass Global to create an intern credential pathway with tuition coverage for staff and offered reimbursement for credential exam fees and coursework through Board Policy 4112.3: Teacher Credentialing Reimbursements. All staff with noncompliant assignments were notified, and instruction in July 2025 was suspended to allow credential corrections before the next school year.

Board Policy 4112.2 now requires all certificated staff to hold valid and appropriate credentials at the time of hire and to submit timely proof of renewal. In alignment with updated guidance from the CTC and CDE—and following the loss of DASS status—HCCTS has transitioned away from Adult Education credentials. All teachers are now required to hold single-subject or multiple-subject credentials.

To support compliance, HCCTS created a centralized credentialing dashboard and updated its use of Frontline to track credential status, staff evaluations, and assignment alignment.

Per Board Policy 4112.2, certificated employees must:

- Hold the appropriate credential for their assignment upon hire;
- Maintain active credentials and complete renewals as required;
- Adhere to applicable state and federal regulations;
- Submit proof of credential validity and renewal to Human Resources within required timelines.

For more information from the Board Policy 4112.2: Credentialing Requirements Communications, see the appendix.

Information Technology/Data Technician

CICA's IT technicians provide critical technology support for students and staff by diagnosing computer problems, monitoring systems, installing software, and maintaining digital tools. They also train staff and students to use instructional and administrative technology effectively.

Administrative Services Credentials

CICA encourages leaders to pursue Administrative Services Credentials through the Sacramento COE and San Diego COE. As of June 2025, fourteen (14) HCCTS employees have completed or enrolled in preliminary/clear administrative programs, including:

- Eric Chapman, Chief Academic Officer
- Teresa Cummings, Chief Operations Officer
- Mayra Valdivia, Senior Director of School Services
- Christina Martinez, Director of CTE, Workforce & Adult Education
- Andrew Michaud, Director of Instruction and Professional Learning
- Isa Cacho, Director of Student Services
- Melissa Roberson, Director of Accountability and Assessment
- Carol Zheng, Curriculum Coordinator
- Niccole Scrogins, Admin on Special Assignment
- Maya Freeman-Perry, CICA Principal
- Maria Pile, CICA Principal

Additionally, Catherine Thirkill (CASAS Coordinator) has been accepted into the next Sacramento COE cohort.

CICA has developed and adopted Board Policy 4331 – Administrative Credential Reimbursement, which outlines the reimbursement procedures for participation in approved credentialing programs. Additional details are provided in the appendix.

Evaluations

In the 2024–2025 school year, CICA adopted Board Policy 4115: Personnel Evaluation and Supervision, establishing a comprehensive evaluation system designed to promote continuous improvement, accountability, and alignment with the school's mission and goals. The policy applies to all certificated and classified staff and sets forth clear expectations for professional conduct, job performance, stakeholder engagement, and compliance with applicable laws and

policies.

Evaluations are conducted annually and may include classroom observations, self-assessments, formal performance appraisals, and collaborative goal-setting, depending on the employee's role. Supervisors are responsible for providing timely, constructive feedback, maintaining accurate documentation, and supporting employee growth through individualized development plans. All evaluation records are treated as confidential and maintained in personnel files in accordance with state and federal privacy requirements. (See Appendix for full Board Policy 4115: Personnel Evaluation and Supervision.)

To support this process, CICA uses Frontline, an integrated platform for payroll, employee evaluation, and professional learning management. Frontline enables the secure storage of all employee evaluations, monitors performance trends over time, and standardizes evaluation practices across the organization. The system also issues automated reminders to supervisors regarding evaluation deadlines, ensuring timely completion. All employees are required to review and electronically acknowledge their evaluations within the system, reinforcing accountability and transparency.

Instructional Paraeducators
Instructional paraeducators at California Innovative Career Academy (CICA) play a vital role in supporting certificated teachers by providing instructional assistance, linguistic support, and translation services for students. To ensure all paraeducators meet minimum qualifications, CICA requires a high school diploma or equivalent, successful completion of an English proficiency exam with a score of 70% or higher, and the ability to communicate effectively with diverse student populations. In alignment with state and federal requirements, CICA verifies educational qualifications and exam results during the hiring process and maintains documentation to ensure compliance.

Applicant Screening
All job applicants at CICA go through a rigorous pre-employment screening process to ensure they meet all requirements and qualifications for the role they are applying for. CICA uses the website Edjoin to post job openings. This is also where new applicants apply for positions. Within Edjoin, Human Resources is able to filter applications based on minimum qualifications before forwarding candidates to hiring managers. Only employees who meet these requirements are eligible for interviews. In alignment with Board Policy 4111, as part of the pre-employment job application, candidates must disclose any family relationships with existing employees to ensure that no relatives are involved in hiring decisions or placed in reporting relationships.

HCCTS Hiring and Anti-Nepotism Policy
To safeguard against nepotism or favoritism, HCCTS adopted Board Policy 4212.8, which prohibits relatives from participating in hiring or evaluation processes involving family members. Interviewers must complete disclosure forms, and all job postings, evaluations, and offers are now centrally tracked and reviewed by the HR department to ensure consistency and equity across the organization.

Organizational Chart & Job Descriptions

HCCTS maintains an up-to-date organizational chart that reflects current roles and reporting lines (See Org Chart). The organizational chart is reviewed and updated at least annually. During the 2024-2025 school year, HCCTS drafted and revised a total of 25 job descriptions. The purpose is to ensure role clarity for all employees and ensure there is consistency between the work performed, role requirements, and appropriate pay.

Hiring Process

1. **Position Authorization (Requisition Control)** The hiring process at California Innovative Career Academy (CICA) is designed to ensure consistency, transparency, and alignment with organizational needs and compliance standards. It begins with the submission of a Position Control Form (PCF) whenever a position needs to be backfilled or newly created. The PCF includes essential details such as the job description and a designated leadership contact and is reviewed weekly by the Executive Cabinet.

2. **Posting and Sourcing.** Upon approval and required signatures, the Human Resources team posts the position on EdJoin.org and other recruitment channels and also leverages partnerships with university preparation programs to broaden applicant pools.

3. **Screening.** Once posted, hiring managers review applicants within EdJoin by evaluating qualifications in relation to the job description. Candidates are categorized as prescreened, interviewed, or removed, providing a clear record of each applicant's status. Notes from prior interviews are required for third interview requests and must be documented either via email or directly in the EdJoin system. For current staff changes, such as promotions or changes in FTE, an EE Update—rather than a PCF—is submitted to accurately reflect the employee's new assignment. Altogether, this structured process supports effective hiring decisions while maintaining clarity, documentation, and compliance across the organization.

4. **Multi-step Interviews and Performance Tasks.**
   Qualified candidates proceed through multiple interviews (phone and panel). For instructional roles, candidates complete a demo lesson (live or video) to assess content knowledge, pedagogy, and responsiveness to feedback; stakeholder participation (e.g., administrators/teachers, and, when feasible, students or parents) may be included, with the Principal retaining final hiring authority.

Employee Positions

See appendix for the 2025 Organizational Chart.

Professional Development

In the 2024–2025 school year, CICA adopted Board Policy 4131: Professional Development to support the continuous growth of all staff. Professional learning is mission-aligned, equity-centered, and outcomes-focused, with explicit attention to legal and regulatory requirements. Offerings include in-service training, workshops, online modules, and compliance sessions. In accordance with Education Code 47605.1(f) and our WIOA partnership, HCCTS may conduct professional development at any location in California.

The Executive Director oversees alignment to the mission, vision, and strategic goals; the Chief Academic Officer (or designee) coordinates systemwide implementation. Department leaders and site teams co-design contextualized, job-embedded sessions that meet local needs while advancing CICA's strategic priorities. All staff are expected to engage actively in PD and apply their learning in practice. Participation is supported by funding priorities and travel reimbursement per Board Policy 350.

Annual Professional Development

Professional Development

In the 2024–2025 school year, CICA adopted a Professional Development Policy to support the continuous growth of all staff: 4131 BP Professional Development. The policy aligns professional learning with CICA's mission, vision, and strategic goals, with a focus on improving student outcomes and meeting legal and regulatory requirements.

CICA offers a variety of professional development opportunities, including in-service training, workshops, online modules, and compliance-focused sessions. In accordance with Education Code 47605.1(f) and its WIOA partnership, CICA may conduct professional development at any location in California.

The Executive Director oversees alignment and implementation, while leadership identifies needs and encourages staff participation. Employees are expected to engage actively and apply their learning. Funding is provided in line with organizational priorities, and travel is reimbursed per Board Policy 3350. CICA evaluates professional development effectiveness through staff feedback, performance data, and evidence of improved practice, with a commitment to equity and access for all staff.

In 2024-2025, CICA offered extensive internal and external professional development, covering topics like CPR, active shooter response, equity, SEL, and leadership. CICA provides two all-staff mandatory Professional Development opportunities throughout the year: three days in August and two days in May. All staff training includes Title IX training, Mandatory Reporter & Child Abuse Prevention Training, Sexual Harassment Prevention Training, FERPA, Workplace Violence Prevention Training, and Comprehensive School Site Safety Training.

Teachers and paraeducators receive training on assessments such as the California Science Test (CAST) and English Literacy and Civics (EL Civics) assessments, end-of-level assessments, and CASAS assessments. Additionally, teachers and paraeducators receive training on any curriculum updates and curriculum instructional strategies. Teachers in the process of getting their credential or who have their preliminary credential are assigned a mentor teacher and must meet with them regularly.

CICA recognizes the critical role of targeted professional development in fostering staff effectiveness and advancing organizational goals. While CICA offers all-staff professional development days to promote schoolwide alignment and collaboration, a dedicated portion of these days is intentionally reserved for department-specific professional development. This approach ensures that staff receive training that is both relevant to their roles and responsive to the unique needs of their departments.

To coordinate these efforts across departments, the Chief Academic Officer—or their designee—works collaboratively with department directors or lead team members to plan and implement tailored professional development sessions. This decentralized model promotes professional learning that is contextualized, job-embedded, and aligned with departmental objectives, while still supporting the broader mission and strategic priorities of CICA. For more information on department professional development, see the appendix.

Element F Health and Safety Procedures

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

That each employee of the charter school furnish the charter school with a criminal record summary as described in § 44237.

For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of § 32282.
For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of § 32282.

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

General Health and Safety Compliance
California Innovative Career Academy (CICA) shall comply with all applicable federal, state, and local laws relating to student and staff health, safety, and emergency preparedness. If CICA occupies or operates in a Twin Rivers Unified School District (TRUSD) facility, it shall adhere to all TRUSD health, safety, and emergency procedures and remain subject to inspection by relevant district offices.

Emergency Preparedness

Emergency Operations Guide
CICA's Emergency Operations Guide outlines protocols and responsibilities for responding to emergencies such as natural disasters, active shooter incidents, and hazardous material releases. The guide aligns with state law, assigns roles through the Incident Command System principles, and identifies all staff as disaster service workers and alternates. Staff must review the guide annually.

Emergency Drills and Staff Training
CICA conducts regular fire, lockdown, and evacuation drills at all campuses, in accordance with state regulations. All staff receive annual training in:

- Emergency response procedures
- Active shooter protocols
- CPR and First Aid certification
- Bloodborne pathogen exposure response

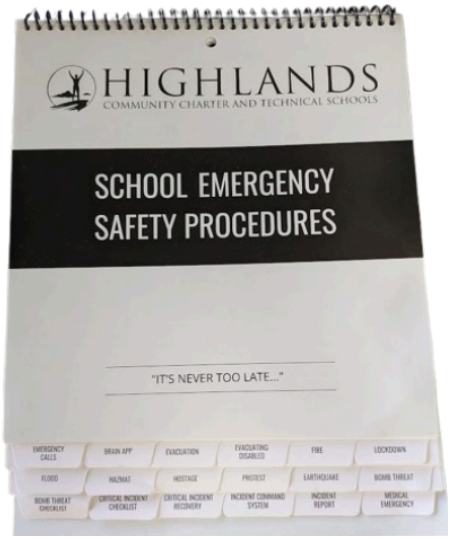
Staff agreements include a commitment to comply with emergency and safety procedures.

Emergency Safety Procedures

CICA shall adhere to the School Emergency Safety Procedures Handbook, drafted specifically for the needs of its facilities. This handbook includes, but is not limited to, the following responses: fire, flood, earthquake, active shooter, and hostage situations.

Staff shall receive training in emergency response, including appropriate "School-wide Safety Plan" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the principal and, if there is merit to the concern, the principal shall direct the School Safety Plan to be modified accordingly.



Student Health and Medical Services

Administration of Medication
CICA complies with Education Code §49423 for administering medications. The school will:

- Maintain trained staff to administer medication
- Store emergency epinephrine auto-injectors per §49414 and AB 1651 (2023)
- Include injector locations in annual legal notices

If albuterol inhalers are stocked, CICA will meet all requirements under §49414.7, including storage, access, and staff training.

Health Screenings and Immunizations
CICA complies with all student health requirements, including:

- Tuberculosis (TB) clearance per §49406 for employees, volunteers, and vendors in

frequent contact with students
- Immunizations and screenings per Health and Safety Code §§120325–120375 and Education Code §§49450 et seq.
- Maintenance of all health records on file

Suicide Prevention
CICA maintains and implements a pupil suicide prevention, intervention, and postvention policy pursuant to Education Code §215 and AB 58 (2021–22). The policy is developed and reviewed in consultation with stakeholders and school-employed mental-health professionals, reviewed and updated at least every five years, and aligned to current CDE guidance and best practices.

Mandated Reporting and Child Safety

Mandated Reporter Training
All CICA employees and individuals working on behalf of the Charter School are mandated reporters. As such, employees must complete annual child-abuse detection/reporting training annually that must occur:

- Within the first six weeks of each school year, or
- Within six weeks of employment for new hires

Training complies with Education Code §44691.

Criminal Background Checks and Custodian of Records
- CICA complies with Education Code §§44237, 45125.1, 44830.1, 45122.1, and 44030.5 by: Fingerprinting and clearing all employees prior to employment;
- Ensuring contracting entities certify required clearances for any staff with student contact;
- Clearing unsupervised volunteers have cleared background checks;
- Requesting and receiving subsequent arrest notification from DOJ;
- Maintain evidence of compliance on file

The Executive Director is designated and confirmed as the Custodian of Records with the California Department of Justice.

Facilities, Restrooms, and Hygiene

Menstrual Products
Per Education Code §35292.6, CICA shall stock menstrual products in all women's restrooms, all-gender restrooms, and at least one men's restroom. Required notices will be posted prominently in each location.

All-Gender Restrooms

By July 1, 2026, each school site with multiple gender-specific restrooms will maintain at least one all-gender restroom that is:

- Clearly identified and designated with appropriate signage;
- Accessible during school hours and school-sponsored functions; and
- Equipped to protect privacy and safety (e.g., appropriate partitions/fixtures and disposal receptacles).

Implementation is underway during the 2025–26 school year to ensure full compliance by the statutory deadline. Students and staff may use facilities consistent with their gender identity and are protected from discrimination and harassment in all restrooms.

Drug-, Alcohol-, and Smoke-Free Environment
CICA maintains a drug-free, alcohol-free, and smoke-free environment for all students, staff, and visitors. This prohibition includes tobacco, nicotine, and vaping/e-cigarette devices on all school property, in school vehicles, and at all school-sponsored events.

Counseling and Student Support

CICA provides comprehensive counseling that is proactive, data-informed, and aligned to student goals.

Academic, College, and Career Counseling
- *Individual & Small-Group Advising:* Counselors meet with students for graduation planning, credit audits, and SMART goal setting; progress is reviewed at scheduled checkpoints each term.
- *College & Training Pathways***:** Support includes application timelines, FAFSA/CADAA, placement options (noncredit, certificate, AA/AS, transfer), prior-learning/experience credit where applicable, and navigation of supports for adult learners.
- *Career Readiness:* Counselors connect students to CTE pathways, industry certifications, résumé and interview prep, and work-based learning; plans are aligned to local labor-market information.
- *Access & Equity:* Flexible appointment windows (in-person/virtual, multilingual) and outreach ensure working adults and caregivers can participate.

Social-Emotional Support
Staff across roles foster student social-emotional development through empathy, listening, and proactive referrals. Students needing additional support are connected to external mental health services when appropriate.

Legal Compliance Procedures

FERPA
CICA and its representatives comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code §49060 et seq

Unified Complaint Investigation Procedure
The Executive Director shall oversee the complaint and investigation process. Complaints

unresolved at the site level will be addressed at the executive level.

CICA utilizes an anonymous complaint process through a third-party vendor called Navex. In the 2024-2025 school year, HCCTS partnered with Navex One to augment—not replace—the UCP, for anonymous or named reporting of concerns. Reports may be submitted via phone, web, or QR code. All Navex cases are logged, routed to HR for investigation, and closed with documented actions. Retaliation for good-faith reports is prohibited. (Internal practice statement.)

Human Trafficking Prevention
In accordance with Education Code requirements, CICA will inform parents/guardians of students in grades 6–12 about human trafficking prevention resources using the most appropriate methods.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Reference to Board Policies
CICA adheres to the following adopted Board Policies related to student health, safety, conduct, and non-discrimination:

- 5125 BP Student Records
- 5131 BP Student Conduct
- 5132 BP Student Dress Code
- 3542 BP Vehicle Use
- 5144 BP Student Discipline
- 5131.6 BP Alcohol and Other Drugs
- 5144.1 BP Suspension and Expulsion
- 5145.2 BP Student Freedom of Expression
- 5131.7 BP Weapons and Dangerous Instruments
- 1250 BP Registration of Visitors, Guests, and Outsiders
- 5142 BP Children on Campus and the Early Learning Center
- 3516 BP School Safety & Emergency Preparedness Plan
- 4212.8 BP - Anti-Nepotism and Employment of Relatives
- 4119.12 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5145.71 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5141.31 BP Health Examinations, Immunizations, and Oral Health Assessments
- 5145.3 BP Harassment, Discrimination, Intimidation, and Bullying Prevention

<u>Comprehensive School Safety Plan</u>
The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year. The CSSP will identify strategies and programs that maintain a high level of school safety and document CICA's procedures for complying with all applicable laws.
At minimum, the CSSP will address the safety topics by Education Code § 32282(a)(2)(A)-(N) including:

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Education Code §48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code Education Code §49079
- Anti-discrimination and harassment policy consistent with Education Code § 200
- Provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe, orderly environment conductive to learning
- Rules and procedures on school discipline pursuant to Education Code §35291, 35291.5, and 47605
- Procedures for conducting tactical responses to criminal incidents
- Procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
- A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

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

A copy of the policy shall be provided as part of any orientation program conducted for new and

continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code § 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety
California Innovative Career Academy complies with Education Code §47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. CICA adheres to laws specific to charter schools on the local and state level regarding facilities. CICA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code § 32001. If CICA is not operating under the safety plan of the facility where it is housed, it will implement its own school safety and disaster preparedness plan.

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code § 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum for at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code § 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats
The Charter School shall comply with all requirements under Education Code § §49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement immediately.

Gun Safety Notice

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

Transportation Services
The Charter School shall comply with the requirements of AB 88 (2023-24) if applicable, relating to background checks, testing, and other requirements for individuals and firms providing transportation services to students.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

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

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

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

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

A. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
B. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.
C. A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element G Balanced Enrollment

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." (Ed. Code § 47605(c)(5)(G).)

Assurances

CICA shall:

- Be nonsectarian in all programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed in Penal Code § 422.55.
- Admit all pupils who wish to attend to the extent that space allows; admission shall not be determined by place of residence except as otherwise required by law; and, if applications exceed capacity, offers of admission shall be made by public random drawing (lottery) consistent with Ed. Code § 47605(d)(2).
- **Apply any enrollment preferences** only as permitted by law and as stated in the charter; **preferences will not require mandatory parent volunteer hours** as a condition of admission (Ed. Code § 47605(e)(2)(B)(iv) **shall not limit access** for pupils protected by Ed. Code § 47605(e)(2)(B)(iii).
- Preferences, if given, shall not result in limiting enrollment access for pupils based on nationality, race, ethnicity, or sexual orientation; and shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, foster youth. (Education Code § 47605(e)(2)(B)(iii)).
- The charter school shall not discourage enrollment in the charter school, or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code § 47605(e)(2)(B)(iii).
- Not request or require submission of a student's IEP, Section 504 plan, or other records prior to admission, participation in any lottery, any pre-enrollment event, or as a condition of enrollment; CICA may request only the information necessary to apply any admissions preferences stated in the charter.

Plan for Achieving and Maintaining Student Population Balance & How to Reach This Goal
(Racial/Ethnic, Students with Disabilities, and English Learners)

California Innovative Career Academy (CICA) strives, through its recruitment and admissions

practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that reflects the general population residing within the territorial jurisdiction of the District. CICA maintains an open enrollment policy and does not discriminate based on any protected characteristic, including disability, gender, gender identity/expression, nationality, race/ethnicity, religion, sexual orientation, immigration status, or association with a protected class (Ed. Code §§220, 47605(e)). Students are considered for admission without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation, or any of the characteristics listed in Education Code §220. These characteristics include actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or association with an individual who has any of these characteristics, as defined in Ed. Code § 422.55 of the Penal Code.

CICA will implement a coordinated advertising and recruitment strategy to ensure that all students are informed about the educational opportunities available. These efforts are ongoing throughout the year and are designed to reach a broad and diverse audience. In alignment with CICA's commitment to serving students from all ethnic and cultural backgrounds, a variety of advertising methods are used to promote equitable access and inclusive outreach.

Each year, CICA analyzes enrollment trends in order to optimize efforts to recruit and retain students. An informal designated committee, comprised of various stakeholders from the instructional, administrative, and operational areas of the school, meets regularly to develop a plan. Using both quantitative and qualitative feedback from the previous year—including student satisfaction surveys and non-mandatory exit interviews—the team identifies enrollment trends and their root causes, determines potential solutions, and generates strategies to implement and monitor those solutions in the following year.

Externally, CICA addresses retention and attrition through the development of student engagement systems and strategic partnerships that support teaching, learning, and student achievement. The school's student recruitment strategy includes, but is not limited to, the following elements to ensure a student population that reflects the District's diversity:

- An enrollment process with a clearly defined timeline that supports broad-based recruitment and application opportunities.
- Development of promotional and informational materials designed to appeal to a range of racial, ethnic, special education, and English Learner groups represented in the County.
- Distribution of materials to a variety of community organizations, including religious institutions, libraries, recreation centers, local businesses, middle schools, and faith-based groups that serve diverse populations.
- Production of promotional and informational materials in multiple languages, including but not limited to Farsi, Spanish, Russian, and Arabic, to ensure accessibility for limited English proficient populations.
- Use of advertising platforms that provide information to individuals whose primary language is not English.
- Publicizing enrollment and recruitment through local newspapers, online media, and social media platforms, with continuous updates to reflect evolving technologies and communication trends.

- Presentations at multicultural events, including community fairs and other local gatherings.

Marketing: Advertising and Sponsorship to Increase Student Enrollment

Board Policy 1325, adopted in the 2024-2025 school year, establishes clear guidelines for how HCCTS/CICA uses marketing and sponsorships solely to inform prospective students about public, tuition-free educational opportunities and to advance equitable access to our programs. All advertising expenditures must align with the school's mission and strategic goals and demonstrate a meaningful return on investment. Advertising is intended to raise awareness of HCCTS programs, highlight the benefits of enrollment, and promote the school's values to prospective students in the broader community.

Annual Marketing Plan prepared by staff, aligned to mission and enrollment targets, and reviewed with the Executive Director; major spending and any sponsorships follow procurement rules and board-approved thresholds.

Advertising budget is reviewed annually; any campaign exceeding the internal threshold (e.g., $100,000) requires explicit Board authorization.

All materials must reflect our non-discrimination and open-enrollment assurances and may not request or imply a requirement to provide student records prior to admission (e.g., IEP/504).

Advertising efforts must clearly communicate the educational opportunities HCCTS offers—including adult high school diplomas, career preparation, and hands-on skill development—and use platforms that are cost-effective and aligned with the school's target audiences. All advertising must also comply with legal and ethical standards and adhere to brand identity guidelines to build recognition and trust within the community.

Additionally, advertising effectiveness is monitored and reviewed annually to ensure alignment with HCCTS's enrollment and engagement objectives, with quarterly reporting to the Executive Director and an annual summary to the Board. Board Policy 1325 codifies the outreach rigor and equity safeguards common to high-performing charters—multilingual, community-based recruitment; documented, transparent admissions; and routine Board oversight—while adding HCCTS's budget controls and ROI monitoring to ensure responsible stewardship of public funds. For full policy language and implementation procedures, see the appendix.

Element H Admissions Policies and Procedures

"Admission policies and procedures, consistent with [Education Code § 47605] subdivision." (e). (Ed. Code § 47605(c)(5)(H).)

Admission and Enrollment Requirements

California Innovative Career Academy is nonsectarian in its programs, admission policies, and all other operations. CICA will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with an individual who has any of the aforementioned characteristics [Ed. Code § 47605(e)(1)]. CICA shall comply with all applicable laws governing minimum age requirements for registration in charter schools. The school shall not use any test, assessment, or interview to determine a student's eligibility for admission. However, following registration, all students may be administered diagnostic assessments, dubbed "placement tests," solely for the purpose of determining appropriate instructional placement. These assessments are used to inform grade-level placement and have no bearing on a student's eligibility for admission.

CICA admits all students who meet the following criteria:

- Demonstrate a desire to enroll in the academic program
- Fall within the categories the school is legally authorized to serve
- Meet the eligibility requirement of being age 22 or older under the exclusive WIOA agreement
- Students do not have a U.S. high school diploma
- Submit a timely application

Required Documents

- Proof of Identification
- Proof of California Address (may be covered by proof of identification)
- CICA Online Registration, which includes but not limited to the following:
    - Emergency Consent and Contact Information
    - National School Lunch Program Form (NSLP)
    - Home Language Survey
- CalJOBS Registration (Any forms required by a WIOA partner

Enrollment Period

Initial applications are accepted at any time during the school year. The CICA admission process consists of the completion of an online student registration form. The admission process also includes students to participate in orientation, grade level placement, and academic planning.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)

Per Ed. Code §§ 47612.1 and 47605.1(f)(1), CICA provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership

agreement with the Sacramento Employment and Training Agency (SETA) or other WIOA organization. As such, CICA only legally serves students who are receiving WIOA-funded services and does so under the terms of a Partnership Agreement. CICA will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

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

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

CICA Proposed Lottery Process
If CICA receives registrations in excess of its enrollment capacity, the lottery process will be used to select admitted students. CICA will conduct a public random drawing facilitated by PowerSchool Enrollment School Choice, a third-party platform. The drawing will take place in a public setting at our Howe Campus, located at 1111 Howe Ave, Sacramento, CA 95842. The lottery will be held up to two weeks before the start of the school year. Notice of the random drawing will be provided through written postings at the school site and on the school's website.

The lottery is open to the public, and prospective students are encouraged to attend; however, they are not required to be present at the time of the drawing to be eligible for admission. Results will be communicated to prospective students.

The lottery will be conducted using student numbers assigned to each prospective student. As numbers are drawn, they will be displayed for everyone in attendance to see. Once all available seats for a specific grade level, site, and schedule preference (regular daytime or evening) have been filled, the designated staff member will announce that any additional students drawn will be placed on the waitlist. Students will be added to the waitlist for that grade level, site, and schedule preference (regular daytime or evening) in the order their numbers are drawn.

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity for a specific grade level, site, and schedule preference (regular daytime or evening). In the event of a lottery, admission will be offered to prospective students based on lottery results until capacity is reached. Once capacity is met, all remaining names drawn will be placed on a waiting list in the order they were selected.

New applicants who register after the lottery deadline will be offered a seat if space is available in their grade level, site, and schedule preference (regular daytime or evening), or they will be added to the waiting list in the order the application was received. As seats become available, they will be offered to students starting with the lowest numerical ranking on the waiting list.

Notifying Students of a Seat Offering
Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be contacted by the Registration department to confirm their seat. Any admitted students who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures
Copies of lottery results and waiting list(s) are readily available for inspection at the school office. These records will be maintained by the Registration department.

Communicating to All Interested Parties
Applications are available digitally online on the CICA website. CICA advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and flyers.

Element I Annual Financial Audits

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

Accreditation

CICA has achieved a full six-year WASC accreditation through June 2030 with a mid-cycle visit scheduled during the 2026-2027 school year.

Annual Audit Procedures

Contracting with an Independent Auditor

California Innovative Career Academy (CICA) conducts an annual independent fiscal audit in compliance with Education Code § 47605(c)(5)(I) and 47605(m). All financial records are maintained in accordance with Generally Accepted Accounting Principles (GAAP), and audits are conducted in accordance with generally accepted auditing standards and the State Controller's K–12 Audit Guide.

In the 2024–2025 school year, the CICA Board of Directors adopted Board Policy 3581 – Data Retention and Record Management, which provides a comprehensive framework for the classification, retention, and secure disposal of records by staff, contractors, and affiliates. The policy applies to all administrative, financial, personnel, student, and instructional records, including communications in paper, digital, audio, or video format. This policy ensures that all audit-related documentation is properly maintained and readily accessible. For additional details, refer to the appendix entry for BP 3581.

Audit Timeline Overview

In alignment with Board Policy 3100 – Budget Development and Oversight, audit procedures are embedded in the school's annual budget cycle and financial governance structure. Each spring, the Executive Director and Chief Business Official (CBO) recommend an independent auditor for approval by the Board of Directors. Following the close of the fiscal year, the CBO finalizes and closes the books, compiles the necessary financial documentation, and coordinates with the independent auditor to conduct the audit.

Upon completion, the auditor prepares a report, which is formally presented to the Board of Directors. The Executive Director and CBO review any audit findings or exceptions and coordinate the necessary corrective actions. In accordance with statutory deadlines, the finalized audit report is submitted to the charter authorizer (Twin Rivers Unified School District), the Sacramento County Superintendent of Schools, the State Controller's Office, and the California Department of Education (CDE) by December 15 of each year. For additional detail, see appendix reference BP 3100.

Audit Completion Timeline

The audit is expected to be finalized within six months of the fiscal year's end. The Board of Directors formally reviews each year's audit findings and takes appropriate action to ensure full compliance with state and federal requirements.

Selection Criteria for Independent Auditors
The selected auditor must be a Certified Public Accountant (CPA) with experience in public school and charter school finance and must be listed as an approved audit provider by the State Controller. CICA is solely responsible for all associated audit costs. Where applicable, the audit scope will include federal compliance elements outlined in Office of Management and Budget (OMB) Circulars and related federal guidelines.

Resolution of Audit Findings
Any audit exceptions or deficiencies are first reviewed by the CICA Audit Committee, which provides formal recommendations to the Board of Directors. The Board submits a written report to the charter authorizer describing how identified findings have been addressed, along with supporting documentation. In cases where findings remain unresolved at the time of submission, the report includes a corrective action plan and projected timeline for resolution. CICA aims to address all audit findings within six months. Disputes regarding the resolution of audit findings will follow the dispute resolution procedures set forth in this charter.

Upon receipt of the draft audit and management letter, the CEO/CBO prepares a written Corrective Action Plan (CAP) that, for each finding, identifies the root cause, required remedial actions, responsible owner, resources, and a target completion date.

Audit Committee Review & Board Action
The CICA Audit Committee reviews the CAP and forwards recommendations to the Board of Directors for approval. The CAP remains on the Board's agenda for status reporting each meeting until all items are closed.

Authorizer Notification & Documentation
Within 30 days of Board acceptance, CICA submits to the charter authorizer a written report describing how each finding has been addressed or will be addressed, with supporting documentation. If any item is not yet resolved, the submission includes the Board-approved CAP and projected completion dates.

Timelines & Monitoring
CICA aims to fully resolve audit findings within six months of audit issuance. Progress is monitored against milestones; if delays arise, management provides revised timelines and interim controls to the Audit Committee and Board.

Material Weaknesses/Significant Deficiencies

Any material weakness or significant deficiency triggers immediate Board notification, expedited remediation steps, and—if warranted—the engagement of external advisors to strengthen internal controls.

Public Access and Appeals
Audit reports are public records and will be made available upon request. Any audit appeals or requests for summary review will be submitted to the Education Audit Appeals Panel (EAAP) in accordance with applicable law.

Element J Suspension and Expulsion Procedures

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion

notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." Education Code § 47605(c)(5)(J).

School Climate And Student Discipline System

Highlands Community Charter and Technical Schools (HCCTS) has adopted 5144.1 Suspension and Expulsion Board Policy to promote student learning and maintain a safe and supportive learning environment—whether in-person or remote. The policy is closely aligned with California Education Code § 48900 et seq. and is reviewed annually for updates. Disciplinary actions, including suspension, expulsion, or involuntary removal, are applied fairly and consistently and are clearly outlined in the Student Handbook. Students and families receive written notice of these policies upon enrollment. The policy prohibits corporal punishment and outlines due process protections for all students, including those with disabilities or Section 504 plans. Involuntary removal requires written notice in the student's native language and an opportunity for a hearing. Students remain enrolled during the hearing process unless suspended or expelled for misconduct. For more information about Board Policy 5144.1, see the appendix.

CICA Discipline Philosophy

California Innovative Career Academy prides itself on meeting student needs and developing action plans to address extenuating circumstances as they arise, recognizing that many students come to the organization due to hardships that have prevented the fulfillment of their educational goals. By addressing the needs of each student directly, barriers to student success are removed.

CICA implements a philosophy that all students deserve a second chance by providing services that include individual one-on-one student counseling, a drug and alcohol rehabilitation and prevention support group called Clear Connections that meets twice a week, and a Positive Direction support group that meets once a week which focuses on a different student success theme per month. We also provide services that address criminal history and homelessness if these occurrences impede student attendance. Additional addressing of student needs include a transportation plan for adults who do not have vehicle access to and from school, a clothing and food closet for those students who are lacking basic necessities, and free child care for those students who are not able to attend class due to young children between the ages of 2 and 5 who are not school age eligible.

CICA encourages the utilization of these services to prevent student disenrollment, suspension, or expulsion when applicable. Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review the student's individual extenuating circumstances. Counselors, teachers, directors, and other assigned personnel assist in addressing student needs by creating an action plan for both the staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem-solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time and invites the adult student to participate in

finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset-Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.
- Service Coordination: An action plan is developed for interventions, with support implemented and designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Action items are monitored, and a follow-up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments, and continue to strategize positive solutions to ensure student success.

The coordination of interventions at school, home, and the community improves student learning and provides focused, positive support to teachers, students, and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Teacher(s)
- Resource personnel or specialists, such as community outreach consultants, social workers, probation officers, community resources representatives, or mental health consultants
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting, each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator
This person facilitates the work of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting and coordinates logistics before and after the meeting.

The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most importantly, keeping a positive tone at the meeting. The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder
The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items, and results. The recorder does this by using the Student Success Plan form or the Student Success Plan Follow-up Form.

Team Member
An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member
The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students
When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing

that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student must also be allowed to ask any questions or share any concerns s/he may have with the upcoming meeting.

Adult students may also have time, work, child care, or transportation issues that prevent participation in the meeting. The SST process must include support for students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices
Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Steps for Implementation:

Case Management

It is very important to clearly define in the Student Success Plan who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:

meeting with the student and with the teacher regarding the action plan,
making phone calls and/or sending reminder notes to team members regarding action items, and/or helping students and their families follow through with referrals to on-site and community-based services.

Feedback to the Referral Source

The administrator, or a designated member, provides the referral source with feedback promptly after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications, and adaptations.

Student/Family Support

Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. Students are empowered to take ownership of their action plans, with ongoing check-ins offered as needed. During the SST meeting, the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

Follow-Up SST Meetings / Ongoing monitoring of student progress

At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the Student Success Plan

Follow-up Form. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. CICA staff are trained and annually review de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[3], during assigned time for supervised academic support or restorative conferencing, either virtually or in person., community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from learning opportunities, meetings, and optional program events during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom CICA has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. CICA will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom CICA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.

As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

Authorization and Implementation of In-School Suspensions

In-school suspension at CICA is structured through enrollment in the school's targeted support track within the Independent Study Program. This track includes mandatory advisor check-ins, access to credit recovery resources, and scheduled tutoring—either in person or virtually—as appropriate. CICA offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as defined by the California Innovative Career Academy's Student Handbook, in-school suspension will be served through the enrollment of and attendance in the California Innovative Career Academy Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that CICA adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- Made terrorist threats against school officials or school property, or both.

Grounds For Suspension And Expulsion

Scope of Disciplinary Jurisdiction

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on any school-affiliated site, including learning centers, during in-person appointments, or participating in any school-sponsored activity, whether virtual or in person; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Suspension Offenses

Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.

B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the

person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.

Q. Committed sexual harassment, as defined in Education Code § 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.

    1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
        ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
        iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
   i. A message, text, sound, video or image.
   ii. A post on a social network Internet website including, but not limited to:
      a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
      c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.
   iii. An act of cyber bullying.
      a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
      b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to

have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.
W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses
Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.
B. Brandished a knife at another person
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Out-Of-School Suspension Procedures

Suspension Authority
CICA will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director's and/or Chief Academic Officer, or in the case of the Executive Director and Chief Academic Officer's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director's and/or Chief Academic Officer or an assigned designee with the student and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director's and/or Chief Academic Officer and Instruction or assigned designee.
The conference may be omitted if the Executive Director's and/or Director of Curriculum and Instruction or an assigned designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regard to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

Maximum Suspension
The length of the suspension will be determined by the Executive Director and/or the Chief Academic Officer or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Chief Academic Officer or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

Meaningful Education for Suspended Students
A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student and all needed materials will be left in the front office.

In accordance with Education Code § 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code § 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Pending the Outcome of an Expulsion Process
Upon a recommendation of expulsion by the Executive Director and/or the Chief Academic Officer or Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Chief Academic Officer or Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in the section titled, "In School Suspension."

Expulsion Procedures
Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Chief Academic Officer (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel
As required by Education Code § 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law. A student may be expelled either by the CICA Board following a hearing before it or by the CICA Board upon the recommendation of the Executive Director and/or the Chief Academic Officer or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Chief Academic Officer or Administrative

Panel may recommend expulsion of any student found to have committed an expellable offense, and the CICA Board of Directors shall make the final determination.

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such a term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.
A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.

C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Chief Academic Officer or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of CICA disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at CICA to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student who has a primary language other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
CICA may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the CICA Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. CICA must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both of the support persons is also a witness, CICA must present evidence that the witness' presence is both desired by the witness and will be helpful to CICA. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
7. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made,

the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing
A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Chief Academic Officer or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with CICA.

The Executive Director and/or the Chief Academic Officer or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall

include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
CICA shall maintain records of all student suspensions and expulsions at CICA. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from CICA as CICA Board's decision to expel shall be final.

Expelled Students/Alternative Education
CICA shall ensure that students suspended from CICA are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from CICA, CICA shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. CICA shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from CICA.

Rehabilitation Plans
Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from CICA shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to CICA for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon CICA capacity at the time the student seeks readmission.

Notice to Teachers
The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code § 49079 and the corresponding enumerated offenses set forth above.

Element K Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." (Ed. Code § 47605(c)(5)(K).)

Retirement Systems for Certificated, Classified, and Other Staff Members

All full-time certificated employees at California Innovative Career Academy (CICA) participate in a qualified retirement plan, including, but not limited to, the State Teachers Retirement System (STRS) or the federal Social Security system based on their eligibility to participate. CICA teachers participate in STRS. Non-certificated/classified staff participate in a 401a defined contribution plan.

CICA employees may be eligible to participate in school-sponsored retirement and benefit plans, as outlined in policies adopted by the Board of Directors. In the event that the Internal Revenue Service enacts regulations prohibiting nonprofit entities from participating in publicly funded retirement systems such as the California State Teachers' Retirement System (CalSTRS), employees will instead be enrolled in Social Security and/or an alternative employer-sponsored retirement plan approved by the CICA Board. Prospective employees are informed of their retirement system options during the application process and advised that employment with CICA may affect their eligibility for continued participation in a previous retirement system. The Executive Director is responsible for ensuring appropriate retirement coverage is arranged for all staff. To support recruitment and retention of highly qualified personnel, CICA offers a competitive compensation and benefits package that reflects market conditions and professional experience.

STRS reporting is conducted in collaboration with Charter Impact, CICA's contracted fiscal services provider specializing in payroll taxes and CalSTRS compliance. While contributions and deductions are processed through CICA's internal payroll department, Charter Impact oversees all reporting, auditing, and submission of required documentation to CalSTRS. The CICA Finance Department performs regular reconciliations to ensure accuracy and alignment with STRS liability reporting cycles.

Element L Public School Attendance Alternatives

"The public school attendance alternatives for students residing within the school district who choose not to attend charter schools." (Ed. Code § 47605(c)(5)(L).)

Informing Students of Public School Attendance Alternatives

No student may be required to attend California Innovative Career Academy (CICA). Students who reside within the District who choose not to attend CICA may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in CICA is informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in CICA, except to the extent that such a right is extended by the local education agency. This information is also communicated to families through orientation materials and enrollment staff, who are available to answer questions and provide support in multiple languages as needed.

Element M Rights of District Employees

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." (Ed. Code § 47605(c)(5)(M).)

No public school employee will be required to work at CICA. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by CICA unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of CICA will be considered the exclusive employees of CICA and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by CICA provides no rights of employment at any other entity, including any rights in the case of closure of CICA.

CICA has a board approved Employee Handbook which outlines employee rights as well as employee responsibilities. The Employee Handbook for 2024-2025 is linked in the appendix.

Employee Representation

Governing Law: The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.
--California Education Code § 47605 (c) (6).

CICA shall be deemed the exclusive public school employer of the employees of CICA for the purposes of the Education Employment Relations Act ("EERA"). CICA shall comply with the EERA.

CICA is independent from Twin Rivers Unified School District, and any District employees who choose to work at CICA shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof. All persons employed by CICA shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. CICA employees shall have no employment rights of any kind with Twin Rivers Unified School District.

CICA will develop and maintain an Employee Handbook detailing the rights and responsibilities of all CICA employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, CICA shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. CICA shall annually update and revise the Employee

Handbook to reflect changes in the law and/or policies. CICA shall be solely responsible for the hiring and compensation of CICA employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any CICA teacher or employee.

Governing Law: Except for the requirement that a pupil be a California resident, subdivision (b) of Section 47612 shall not apply to a charter school program that provides instruction exclusively in partnership with any of the following:

- The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101, et seq.).
- Federally affiliated Youth Build programs.
- Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14406 or 14507.5 of the Public Resources Code.

-- California Education Code § 47612.1.

Governing Law: Notwithstanding any other provision of law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:

- The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.).
- Federally affiliated Youth Build programs.
- Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.
- Instruction provided to juvenile court school pupils pursuant to subdivision (b) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.

-- California Education Code § 47605.1 (f).

Element N Mandatory Dispute Resolution

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." (Ed. Code § 47605(c)(5)(N).)

Disputes Arising from within CICA

It is the intent of Twin Rivers Unified School District and CICA that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible.

Complaints regarding the operation of CICA, which do not involve Twin Rivers Unified School District liability or issues of student health or safety, will be forwarded to CICA for processing according to procedures adopted by CICA, prior to being addressed by Twin Rivers Unified School District. CICA procedures shall include reasonably expeditious timelines and a full opportunity for parents/guardians of any students who are minors directly affected to express their concerns. Twin Rivers Unified School District will not address the dispute if CICA can fully resolve the problem unless CICA requests Twin Rivers Unified School District's involvement.

Disputes between CICA and Twin Rivers Unified School District

CICA recognizes that it cannot bind Twin Rivers Unified School District to a dispute resolution procedure to which Twin Rivers Unified School District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. CICA is willing to consider changes to the process outlined below as suggested by Twin Rivers Unified School District. CICA and Twin Rivers Unified School District will be encouraged to attempt to resolve any disputes with CICA amicably and reasonably without resorting to formal procedures.

In the event of any dispute between CICA and Twin Rivers Unified School District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute, which shall be simultaneously submitted to Twin Rivers Unified School District's Superintendent or designee, and the Executive Director of HCCTS. The Executive Director and the Superintendent or designee shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law.

The cost of the mediator shall be equally split between the parties.

CICA shall timely notify Twin Rivers Unified School District of any and all complaints filed against CICA by its employees, students, parents, and vendors, involving violations of the Charter, the MOU, state or federal law, or alleged financial mismanagement.

Revocation Protocol

CICA and Twin Rivers Unified School District agree that the dispute resolution procedure set forth above shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, Twin Rivers Unified School District shall provide CICA with written notice of its belief and an opportunity to meet with and respond to Twin Rivers Unified School District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless Twin Rivers Unified School District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code § 47607(g) and its implementing regulations. Thereafter, if Twin Rivers Unified School District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code § 47607.

Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. (California Education Code § 47605(h).)

CICA shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code § 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of CICA or for claims arising from the performance of acts, errors, or omissions by CICA if the authority has complied with all oversight responsibilities required by law. CICA shall work diligently to assist Twin Rivers Unified School District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure CICA shall not be liable for the operation of CICA.

Further, CICA and Twin Rivers Unified School District shall enter into a memorandum of understanding, wherein CICA shall indemnify Twin Rivers Unified School District for the actions of CICA under this charter.

The corporate bylaws of CICA shall provide for indemnification of the Twin Rivers Unified School District's Board, officers, agents, and employees, and CICA will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of Twin Rivers

Unified School District and the Twin Rivers Unified School District insurance company for schools of similar size, location, and student population. Twin Rivers Unified School District shall be named an additional insured on the general liability insurance of CICA.

The CICA Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Element O Charter School Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." (Ed. Code § 47605(c)(5)(O).)

The following procedures shall apply in the event CICA closes, regardless of the reason for closure. Closure of CICA shall be documented by official action of the Board of Directors of CICA. The action shall identify the reason for closure and designate an entity and individual(s) responsible for closure-related activities. The CICA Board shall promptly notify Twin Rivers Unified School District (TRUSD), within ten (10) business days, of the closure and the effective date of the closure. Closure initiated by the CICA Board shall not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The entity responsible for implementing the closure procedures shall be experienced in the dissolution and closure of public educational programs and shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, payment of debts and liabilities, and distribution of remaining assets.

The CICA Board of Directors shall also notify the Sacramento County Office of Education, the School's SELPA, the retirement systems in which the School's employees participate and the California Department of Education of the closure, as well as the effective date of the closure. This notice shall include the name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; the manner in which parents/guardians (in the case of a minor) and adult students may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements; and student contact information, which shall also be promptly provided to TRUSD.

The CICA Board of Directors shall also develop a list of students in each grade level and the classes they have completed, together with information on each student's district of residence, which the Board shall provide to the entity responsible for closure-related activities. The CICA Board of Directors shall ensure timely notification to the parents and students of the School of the closure and provide information to assist them in locating suitable alternative programs. This notice shall be provided within ten (10) business days following CICA's decision to close the School.

As applicable, CICA will provide parents, students, and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. CICA will ask TRUSD to store original records of CICA students. If TRUSD is unable or unwilling to store the records, CICA will work with the Sacramento County Office of Education to determine a suitable alternative location for storage. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

All state assessment results, special education records, and personnel records shall be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, CICA shall prepare final financial records. Within six (6) months following the date of closure, CICA shall also have an independent audit completed. The audit shall be paid for by CICA using its Reserve Fund and shall be conducted according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits, selected by CICA. The audit shall be provided to TRUSD promptly upon completion. The final audit shall include an accounting of all financial assets, including cash and accounts receivable; an inventory of property, equipment, and other items of material value; an accounting of liabilities, including accounts payable, any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to CICA.
CICA shall complete and file any annual reports required pursuant to Education Code § 47604.33.

Upon closure of CICA, all assets of CICA, including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending CICA, after payment of debts and liabilities and refunds to applicable agencies, shall be distributed in accordance with CICA's Articles of Incorporation to another California public educational entity. Any assets acquired from TRUSD will be promptly returned to TRUSD upon closure. The distribution shall include the return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or applicable state and federal law, including the submission of final expenditure reports and final performance reports. Donated materials and property shall be returned in accordance with any conditions established when the donation was accepted.

On closure, CICA shall remain solely responsible for all liabilities arising from the operation of the School. As CICA is operated by a nonprofit public benefit corporation, should the corporation dissolve upon closure, the Board shall follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary documents with the appropriate state and federal agencies.
As specified by the Budget in the Appendix, CICA will utilize its Reserve Fund to undertake any expenses associated with the closure procedures identified above.

APPENDIX

A. Organizational Chart Updated September 18, 2025
- a. HCCTS Organizational Chart

B. Leadership Resumes 2025-2026
- a. Executive Director, Jonathan Raymond
- b. Chief Operations Officer, Teresa Cummings
- c. Deputy Director, Chief Academic Officer, Eric Chapman
- d. Chief Business Officer, Matthew Lemos
- e. Senior Director of School Services, Mayra Valdivia
- f. Senior Director of Instruction, Brian Hamilton
- g. Director of Fiscal Services, Diana Gonsalves
- h. Director of Instruction and Professional Learning, Andrew Michaud
- i. Director of Accountability and Assessment, Melissa Roberson
- j. Director of Workforce, Career Technical Education and Adult Education, Christina Martinez
- k. Director of Student Services, Isaura Cacho
- l. Director of Human Resources, Jasmine Gibbs

C. Leadership Job Descriptions
- a. Senior Director of School Services
- b. Senior Director of Instruction.
- c. Director of Student Services (NEW)
- d. Director of Instruction & Professional Learning
- e. Director of Human Resources Job Description (03-14-2023) Approved
- f. Director of Accountability and Assessment
- g. CTE Director of Career Technical Education, Workforce Solutions & Adult Education
- h. Chief Business Official (CBO) 10-03-2024.pdf
- i. Associate Deputy Director Job Description.pdf
- j. Executive Director Employment Agreement

D. Board Policies and Handbooks 2025-2026
- a. 4331 BP Administrative Credential Reimbursement
- b. 4115 BP Personnel Evaluation and Supervision
- c. 4112.2 BP Credentialing Requirements Communications
- d. 2025 Emergency Operations Guide
- e. 1325 BP Marketing: Advertising and Sponsorship Policy
- f. 3100 BP Budget Development and Oversight
- g. 3581 BP Data Retention and Record Management
- h. 5144.1 BP Suspension and Expulsion
- i. Employee Handbook

E. Fiscal Documents 2025-2026

a. Adopted Budget 2025-2026

F. Governing Board Approval

a. HCCTS Board agenda September 18th, 25

G. WIOA Partnership Agreement

a. Sacramento Employment and Training Agency MOU

H. References

a. Echevarría, J., Vogt, M., & Short, D. J. (2016). *Making content comprehensible for English learners: The SIOP model* (5th ed.). Pearson.
b. García, O., & Wei, L. (2014). *Translanguaging: Language, bilingualism and education.* Palgrave Macmillan.
c. Gibbons, P. (2015). *Scaffolding language, scaffolding learning: Teaching English language learners in the mainstream classroom* (2nd ed.). Heinemann.
d. González, N., Moll, L. C., & Amanti, C. (Eds.). (2005). *Funds of knowledge: Theorizing practices in households, communities, and classrooms.* Lawrence Erlbaum Associates.
e. Knowles, M. S., Holton, E. F., III, & Swanson, R. A. (2005). *The adult learner: The definitive classic in adult education and human resource development* (6th ed.). Elsevier.
f. Mezirow, J. (1991). *Transformative dimensions of adult learning.* San Francisco, CA: Jossey-Bass.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

September 26, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Violation Pursuant to Education Code 47606 for California Innovative Career Academy

Dear Mr. DiGiulio,

On June 12, 2025, Twin Rivers Unified School District ("TRUSD") provided Highlands Community Charter and Technical Schools ("HCCTS") with a formal Notice of Violation. We recognize the seriousness of the issues outlined and we acknowledge that, under prior leadership, HCCTS failed to meet expectations in several important areas. Mistakes were made, and those mistakes have eroded trust.

Since that time, CICA has undergone a profound transition. With new leadership and outside experts engaged in finance and compliance, we have embraced accountability and implemented sweeping reforms. HCCTS is also in the process of bringing on a new board of directors to lead the school in improved governance and systems of accountability. Changes include:

- New systems for financial oversight and internal controls,
- Stronger credentialing processes in partnership with UMass Global,
- Clearer academic and attendance standards, with daily monitoring,
- Adoption of more than 100 new board policies to strengthen compliance and transparency, and

- A material revision to CICA's charter which outlines these and other changes.

We are committed to working in close partnership with TRUSD to demonstrate that these changes are not temporary fixes, but lasting improvements. Our goal is to move forward with a constructive relationship, grounded in transparency and shared accountability, to ensure CICA is in full compliance and able to continue serving our students.

We respectfully submit the enclosed materials as HCCTS' formal response to the Notice of Violation. If you have additional questions or would like further information, please do not hesitate to contact me directly at (617) 823-9341 or jonathan.raymond@hccts.org.

Thank you for your attention and for your ongoing oversight as we work to build a stronger, more accountable HCCTS.

Thank you,



Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

I. BACKGROUND

California Innovative Career Academy (CICA) recognizes and respects TRUSD's role as our authorizer, as outlined in MOU Amendment No. 3 signed on January 23, 2024. This amendment clearly defines the district's oversight responsibilities, including the approval of new facilities, ensuring safe learning environments, and providing supervisorial guidance.

We acknowledge that the Notice of Violation issued on June 12, 2025, falls squarely within TRUSD's responsibilities. We take this notice with the utmost seriousness. Under past leadership, California Innovative Career Academy (CICA) fell short of meeting expectations in several areas. Mistakes were made, and we own that.

Today, under new leadership, CICA is fully committed to addressing every issue raised. In many cases, corrective actions have already been completed; in others, substantial progress is underway. Where issues remain outside of our direct control, we have taken every step possible to mitigate them and are actively working toward full resolution.

This response provides a clear account of the corrective actions already taken, the progress still in motion, and the timelines by which remaining matters will be fully resolved. Our commitment is to demonstrate that CICA is not only curing past deficiencies but building a sustainable, compliant, and transparent system for the future.

II. VIOLATIONS OF THE CHARTER

A. CICA Grade Levels

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

- *There are no exemptions for the requirement to submit a material revision request to change grade levels.*
- *The District is issuing the NOV as part of our oversight responsibilities to address CICA' s failure to submit the required Material Revision request to change grades.*

Education Code section 47605(a)(4) makes clear that a charter school seeking to expand operations to additional sites or grade levels must submit a material revision to its charter and notify its authorizer. CICA recognizes that there are no exemptions to this requirement and acknowledges that it did not submit a material revision when grade levels were changed beginning in the 2020–21 school year.

In the 2020-2021 school year, leadership at HCCTS shifted from grades 1, 2, and 12 to grades 9, 10, and 12 for the following reasons:

- Create clarity in the community that HCCS was a high school
- Align more closely with traditional high school programs
- Allow English Language Learners the opportunity to earn high school credits and make progress toward their high school diploma
- Show student progress as students move between grade levelsCreate clear pathways for international high school students and high school students to graduation
- To improve graduation rates

While HCCTS communicated with TRUSD staff regarding these changes (Exhibit A) and believed the adjustments had support, the formal requirement for a material revision was not pursued at that time. We recognize this was a failure of process, and we take responsibility for not following the proper procedures.

Since then, CICA has taken corrective action. In June 2024, HCCTS began preparing a comprehensive material revision. That revision reflects:

- The addition of grade 11, as requested by TRUSD (Exhibits B & C),
- The removal of grades 1 and 2, and
- The continued offering of grades 9, 10, and 12.

The proposed material revision was completed and board approved on September 18, 2025, see Exhibit D, after which it will be submitted to TRUSD for consideration. This action is intended to fully align CICA's charter with current practice, CDE guidance, and TRUSD oversight. The proposed revision is attached here as Exhibit E.

Accordingly, this issue will be fully resolved once TRUSD acts on the submitted material revision. If the TRUSD Board does not approve the revision, HCCTS will comply by returning to the grade levels specified in the existing approved charter.

CICA regrets that this process was not followed in the past. Under new leadership, we are committed to full compliance, clear communication, and a constructive working relationship with TRUSD to ensure that changes moving forward are properly authorized and transparent.

Attached you will find the following documents to support HCCTS' response to this issue:

- Exhibit A: 2024.12.02 HCCTS Response Grade 9 and 10
- Exhibit B: 2024.06.03 TRUSD RFI High School Program
- Exhibit C: 2024.08.28 HCCTS Addition of 11th Grade

- Exhibit D: Board Agenda for September 18, 2025 HCCTS Board of Directors
- Exhibit E: CICA Material Revision September 18, 2025

B CICA Locations

MOU Amendment No. 3 provides in part: "The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation."

- *October 3, 17 and November 7, 2024 HCCTS Board approved sites/locations that were not included on MOU Amendment No. 3.*
- *On multiple occasions the District notified HCCTS of the requirement to submit a material revision request, before occupying a new location. HCCTS failed to comply.*
- *HCCTS June 1, 2025, newest "tentative" location list still includes sites not approved for operation for HCCS.*
- *The District is issuing the NOV as part of our oversight responsibilities to address CICA's failure to submit the required Material Revision request before adding new facilities.*

MOU Amendment No. 3 governs the approval and operation of CICA's facilities and makes clear that any new locations require District authorization through a material revision. CICA acknowledges that in the past, locations were opened or relocated without first completing the formal material revision process required by the MOU. This was a failure of compliance, and we take responsibility for it.

These missteps were not intentional, but they reflect a lack of attention to detail under prior leadership. Historically, CICA relied on a more informal process with the District regarding the addition, relocation, or consolidation of sites. In some cases, leadership believed that moves — such as opening an additional suite within an existing facility or relocating to a site nearby — did not constitute a "new" location requiring a material revision. That interpretation was incorrect, and we recognize that now.

The District's request for an updated site list on June 1, 2025, coincided with a period of significant transition at CICA, including organizational restructuring and site consolidations.

While those circumstances contributed to delays in providing a finalized list, they do not excuse the failure to comply with the MOU requirement.

CICA has since taken corrective steps. A material revision updating all current operating locations was prepared and HCCTS Board approved on September 18, 2025 for submission to TRUSD. Moving forward, CICA will strictly comply with the requirement to submit a material revision for any facility location change, ensuring that the District is fully informed and that all operations are authorized.

This issue will be fully resolved once the TRUSD Board approves the submitted material revision. If the Board does not approve certain sites, CICA will immediately limit operations to District-approved locations.

Under new leadership, CICA is committed to transparency, accuracy, and compliance in its facilities reporting and to maintaining a constructive partnership with TRUSD on all matters related to school sites.

Attached you will find the following documents:

CICA Locations for the 2025-2026 school year board approved on September 18, 2025 in the CICA material revision

CICA Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821

Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

III. ALLEGED VIOLATIONS OF THE LAW

A. HCCTS Annual Independent Audit Report

The Charter School is in violation of Education Code sections 47604.33 and 47605, and its own Charter, for failing to complete and submit its 2023-24 annual independent audit report to the District.

- *HCCTS requested an extension to the December 15, 2024, deadline for submitting its 2023-24 audit report.*
- *The District granted an extension until January 15,2025, but HCCTS failed to meet this deadline and has subsequently missed multiple additional extension deadlines, including March 31, 2025, and April 18,2025.*
- *To-date HCCTS' audit report has not been submitted to the District.*
- *The District is issuing the NOV as part of TRUSD oversight responsibilities to address HCCS' failure to submit the 2023-24 annual independent audit report.*

Education Code sections 47604.33 and 47605, as well as the HCCTS charter, require timely completion and submission of an annual independent audit report. HCCTS acknowledges that the 2023–24 audit has not yet been submitted to TRUSD and that multiple deadlines were missed.

HCCTS contracted with Eide Bailly to conduct the 2023–24 audit (Exhibit F). While a draft was provided on May 9, 2025, the process has been significantly delayed due to a combination of external and internal factors (Exhibit G). These included:

- Eide Bailly's 2022–23 audit being selected for review by the State Controller, which diverted capacity and slowed the 2023–24 work;

- Errors identified in the draft related to unduplicated pupil counts, which required national-level review and corrections; and

- Additional testing required following the release of the California State Auditor's report, which heightened risk assessments.

HCCTS has consistently provided documentation requested by the auditor and followed up on promised delivery timelines as demonstrated in Exhibit J which details an extensive list of document requests fulfilled by HCCTS staff. However, the final report has not yet been released by Eide Bailly. Legal counsel has formally demanded its completion (Exhibit H) and HCCTS continues to press for immediate resolution (Exhibit I).

To date, Eide Bailly has not indicated any significant findings in the draft report. While the delay has been deeply frustrating, HCCTS has acted in good faith throughout the process, and the draft report demonstrates that we have been cooperative and responsive.

Moving forward, HCCTS will ensure timely completion of audits by:

- Holding vendors accountable through stricter contracts and oversight; and

- Engaging with TRUSD earlier in the process to provide status updates and transparency.

We will provide TRUSD with the completed audit report immediately upon its release by Eide Bailly. We regret the delays and are committed to ensuring this problem does not repeat.

Attached you will find the following documents:

1. Exhibit F: Eide Bailly Communication Tracker 2024-2025
2. Exhibit G: 2025.04.17 Letter from Eide Bailly regarding State Controller and State Auditor
3. Exhibit H: 2025.8.5 Letter to Eide Bailly Requesting Production of Audit
4. Exhibit I: 2025.9.11 YM&C Follow-up letter to Eide Bailly
5. Exhibit J: Document requests from Eide Baily fulfilled by HCCTS

B. HCCTS Credentialing & Misassignments

HCCTS agrees that all teachers must hold valid teaching credentials and that paraeducators should not serve as classroom teachers without them. We acknowledge that, under prior practice, CICA relied on adult education credentials based on guidance previously received from outside agencies (Exhibit K). While this approach was followed for years without audit findings, it did not meet current expectations from CDE and CTC, and we take responsibility for correcting it.

Beginning in 2024–25, CICA laid off teachers who did not hold the required credentials and re-staffed classes with appropriately credentialed teachers (Exhibit L). We also undertook a full review of our credentialing and staffing systems to ensure alignment with updated guidance and long-term compliance (Exhibit M).

Key corrective actions include:

- **Credentialing Review:** Examined over 300 staff profiles and held 269 individual consultations with certificated staff to create personalized compliance pathways.

- **Support Systems:** Established a credentialing support team of staff and consultants; built a centralized credentialing database; and partnered with UMass Global to provide flexible, remote intern credential pathways (Exhibit N and Exhibit O), and are hiring mentor teachers (Exhibit P,Exhibit Q, and Exhibit R)

- **Financial and Professional Support:** Adopted Board Policy 4112.3 (Exhibit S) to reimburse staff for exam fees and coursework; approved a K–12 Teacher Retention Incentive (Exhibit T); and aligned hiring timelines with CTC testing windows and permit options.

- **Hiring Reforms:** Suspended instruction in July 2025 to allow time to re-staff with fully credentialed teachers before the school year; implemented structured hiring and rehire processes tied to credential readiness; and issued updated teacher agreements.

- **Governance Safeguards:** Adopted new board policies requiring all certificated staff to hold valid credentials at hire and renewal, mandating use of Frontline to track compliance, and prohibiting nepotism in hiring through Board Policy 4212.8 (Exhibit U).

Through these actions, CICA has corrected past practices and put in place systems that ensure all teachers moving forward will hold valid K–12 credentials. Instruction has resumed with properly credentialed staff, and we are committed to ongoing monitoring and support to keep CICA fully compliant.

This issue is now resolved, and CICA has turned the page with stronger systems that protect both compliance and instructional quality.

Attached you will find evidence of steps taken by HCCTS to fully cure alleged teacher credentialing issues:

- Exhibit K: Email from San Diego County Office of Education Nancy Mora
- Exhibit L: Resolution Of The Board Of Directors Of Highlands Community Charter And Technical Schools Approving Reduction In Force For Credentialed Teachers

- Exhibit M: 4112.2 BP Credentialing Requirements Communications
- Exhibit N: 2025.06.10 Formalized agreement with UMass Global
- Exhibit O: Example of Teacher Agreement HCCTS K-12 Single Subject Credential Pathway
- Exhibit P: Mentor Teacher Job Description (Full Time)
- Exhibit Q: Edjoin Mentor Teacher Job Posting
- Exhibit R: Mentor Teacher at Highlands Community Charter School - Sacramento _ EDJOIN.pdf
- Exhibit S: 4112.3 BP Teacher Credentialing Reimbursements
- Exhibit T: Teacher Retention Bonus Agreement
- Exhibit U: 4212.8 BP - Anti-Nepotism and Employment of Relatives

C. CICA Instructional Minutes

California Education Code 47612.5 mandates that charter schools provide a minimum number of annual instructional minutes equivalent to those required of traditional public schools.

- *According to HCCTS' email correspondence, before March 2025, CICA did not have a process or documentation to ensure compliance with minimum instructional minutes.*
- *By correspondence dated October 30, 2025, the District notified HCCTS that the requirement to meet minimum instructional minutes was outlined in Education Code 47612.5 and CICA's Charter.*
- *In the October 30 correspondence, the District requested the documentation that CICA uses to ensure the minimum number of instructional days and minutes are being met.*
- *HCCTS' November 26, 2024 included a statement that they would immediately take action to ensure compliance with minimum instructional minutes.*
- *On March 24, 2025 HCCTS provided a 20-page response to the District's October 30th request.*
- *HCCTS' March 24 response has resulted in more questions than answers. Additionally, the initial request in the District's October 30th communication regarding the verification that CICA is complying with the minimum instructional minutes remains unanswered.*
- *The District is issuing the NOV as part of our oversight responsibilities to address CICA's failure to ensure the minimum instructional minutes have been met and the resulting disallowed ADA collected.*

As a traditional independent study school CICIA ensures it meets instructional time requirements by documenting daily student engagement, evaluating work products for time value, and offering synchronous and asynchronous learning opportunities. Pacing guides offer guidance to teachers for assigning work and assigning time-value to the work completed, with the goal of ensuring that the time-value completed should be equivalent to a seat based program. However CICA is not a course-based independent study school and the actual time value-earned depends on the certified teacher's judgment of individual work products and the time-value that teacher deems appropriate based on the teacher's assessment of the pupil's individual needs and capacities.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record (Exhibit W). The Assigned Work Record contains a record of daily engagement and documentation of the time-value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar (Exhibit V)

It is the nature of traditional independent study that the actual time-value earned by a student can vary depending on the pupil. CICA pacing guides therefore constitute general recommendations for time-value earned per assignment, rather than prescriptions. A student may well earn more or less time value for a given course or assignment depending on the nature of their engagement of the course. The purpose in sharing pacing guides is to demonstrate that any student fully engaged has ample opportunity to participate in the equivalent of the required 64,800 minutes (Exhibit X).

Staffing challenges have since necessitated the adoption of a new calendar by the Board with the start date of August 14, 2025 (Exhibit V).

Please find the attached documents for your reference:

- Exhibit V: Academic Calendar 2025-2026
- Exhibit W: Assigned Work Record Template
- Exhibit X: March 24, 2025 HCCTS letter to TRUSD

D. HCCTS Exclusive Partnership Agreement

"Instruction must be provided exclusively in partnership with Workforce Innovation and Opportunity Act (WIOA) programs."

- *During its 2024–25 oversight review, the District discovered that HCCTS had allowed individuals who were non-students to participate in its Career Technical Education (CTE) Truck Driving program.*
- *The practice began in 2014 at the direction of a Board member, was supported by the Executive Director, and continued with Board approval through 2024-25.*
- *The WIOA partnership agreement requires instruction to be provided exclusively in partnership with WIOA.*
- *Providing instruction to non-students as part of HCCTS' partnership with the Volunteers of America, Local 185 Union, Sacramento County Sheriff's Office, and the Sacramento Police Department, violates this agreement.*
- *The District is issuing the NOV as part of our oversight responsibilities to address the breach of the exclusive partnership agreement and all resulting funds tied to the agreement.*

HCCTS acknowledges that past practices in the Truck Driving program violated the requirements of our Workforce Innovation and Opportunity Act (WIOA) partnership agreement, which stipulates that instruction must be provided exclusively in partnership with WIOA

programs. Beginning in 2014, and with the support of prior leadership, non-students were allowed to participate in the program through informal arrangements with outside organizations.

HCCTS takes full responsibility for this lapse. Under current leadership, the practice has been ended and corrective steps have been taken to ensure compliance. Specifically:

- A formal investigation was completed by the Director of HR in 2024–25 (Exhibit Y)
- Disciplinary action was taken against an employee.
- A stop notice was issued in December 2024 prohibiting non-student participation. (Exhibit Z)
- Between December 2024 and January 2025, HCCTS discontinued informal partnerships with Local 185, the Sacramento Police Department, and the Sacramento County Sheriff's Office.
- On January 6, 2025, HCCTS officially ended all non-student participation across programs. (Exhibit AA)
- The Truck Driving program was suspended and will remain paused until HCCTS can ensure full compliance with WIOA requirements, its charter, and the MOU.

These actions have fully cured the issue. Moving forward, HCCTS has strengthened oversight of program partnerships, reinforced compliance training for staff, and adopted new safeguards to ensure all instruction aligns exclusively with WIOA requirements. This reflects our commitment to correcting past mistakes, complying with all partnership agreements, and ensuring that every program we operate directly serves our enrolled students.

Attached you will find the following documents showing progress made by HCCTS regarding the truck driving program:

- Exhibit Y: 2025.03.28 Letter from HCCTS detailing investigation into the Truck Driving program
- Exhibit Z: 2024.12.02 TRUSD Findings Regarding Truck Driving
- Exhibit AA: 2024.12.02 Truck Driving Program Follow-up

IV. FISCAL MISMANAGMENT

A. HCCTS San Diego Location

Engaged in fiscal mismanagement.

- *The condominium advertises being able to "watch the ballgame from your balcony" and is the highest priced unit in the facility.*
- *The decision to engage in this exorbitant real estate transaction, even though students were not in or around the area is questionable.*
- *Compounding the issue is the fact that the admin facility lacks any direct connection to educational services or student benefit demonstrating a fiscal mismanagement.*
- *The District is issuing the NOV as part of our oversight responsibilities to ensure that HCCTS address the fiscal mismanagement.*

HCCTS acknowledges that the decision to lease a condominium office in San Diego was a misstep that does not align with our mission or our responsibility to ensure all expenditures directly benefit students. While the space was briefly used by a remote employee and originally intended to support exploration of expansion opportunities, the location did not provide meaningful educational value. We recognize that this was poor judgment under prior leadership and understand the District's concern that this constituted fiscal mismanagement.

HCCTS has since vacated the property and taken corrective steps to minimize the financial impact. We engaged Newmark Realty on March 27, 2025, to sublease the space, revised the listing in June 2025, and remains prepared to accept any commercially reasonable offer. While it is not possible to control the timing of sublease offers, HCCTS is committed to recouping as much value as possible and bringing this matter to resolution (Exhibit AB and Exhibit AC).

This decision reflects mistakes of the past. Moving forward, HCCTS has implemented stronger financial controls and multi-level approval processes to ensure that all facility and spending decisions are directly tied to student learning and educational services. These safeguards are designed to prevent similar errors and to reinforce our commitment to fiscal responsibility, transparency, and compliance.

Attached below you will find:

- Exhibit AB: Sublease Agreement for San Diego
- Exhibit AC: Sublease Marketing Materials by Newark Realty

VI. SUMMARY

This response provides evidence that CICA has either already fully cured or has taken every possible step to cure all of the concerns raised by the District and will continue to vigorously pursue resolution of the few items that are outside of the school's control.

California Innovative Career Academy

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

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted September 26, 2025

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GLOSSARY

Term	Definition
CICA	California Innovative Career Academy; an adult-serving independent study charter high school.
HCCTS	Highlands Community Charter and Technical Schools; the charter management organization that operates CICA.
TRUSD	Twin Rivers Unified School District; the charter authorizer for CICA.
WIOA	Workforce Innovation and Opportunity Act; federal legislation supporting workforce development programs, which CICA partners with.
SETA	Sacramento Employment and Training Agency; a WIOA-funded partner organization.
CAASPP	California Assessment of Student Performance and Progress; a statewide academic assessment system.
CAST	California Science Test; a science component of the CAASPP suite.
CASAS	Comprehensive Adult Student Assessment Systems; a nationally validated testing system for adult basic education.
COAAP	Civic Objective and Additional Assessment Plan; assessment modules for EL Civics programs, aligned to CASAS.
EL Civics	English Literacy and Civics Education; curriculum combining English acquisition with civic participation.
SBAC	Smarter Balanced Assessment Consortium; standardized tests in ELA and Math included in CAASPP.
Edcite	A digital assessment platform used by CICA for EL Civics, End of Level tests and state testing practice.
Newsela	An online platform providing leveled articles for reading comprehension and critical thinking.
Burlington English	An English language learning platform offering digital and printable content for all levels.
Reading with Relevance	A literacy program using novels to develop reading and social-emotional skills.

ABC English	A foundational English curriculum for beginning learners.
Theme Packets	In-house, theme-based curriculum aligned to CASAS standards for various proficiency levels.
CTE	Career Technical Education; hands-on training in specific career pathways.
DASS	Dashboard Alternative School Status; a CDE accountability model for alternative schools like CICA.
SOP	Standard Operating Procedure; internal guidelines, such as those for attendance.
LCAP	Local Control and Accountability Plan; a planning and accountability tool required by the state.
CALPADS	California Longitudinal Pupil Achievement Data System; state reporting system for student-level data.
Great Hall	A collaborative platform at CICA where educators share curriculum resources.
ELPAC	English Language Proficiency Assessments for California; not used at CICA because it serves only adult learners.
ADEL	Adult English Language Learner; CICA's designation for adult English learners, not assessed by ELPAC.
SELPA	Special Education Local Plan Area; CICA remains a "school of the district" for special education purposes rather than joining a SELPA.
SDAIE	Specially Designed Academic Instruction in English; strategies for teaching academic content to English learners.
CCSS	Common Core State Standards; academic content standards adopted by California.
ESSA	Every Student Succeeds Act; federal law governing K-12 public education.
ESEA	Elementary and Secondary Education Act; federal legislation reauthorized by ESSA.
FERPA	Family Educational Rights and Privacy Act; federal law protecting student education records.
Ralph M. Brown Act	California law ensuring public access to meetings of local government bodies.

CAEP	California Adult Education Program; not the model used at CICA, which provides more extensive support.
NRS	National Reporting System; the federal accountability system for adult education programs.
GOALS 2	CASAS Math and Reading assessments for higher-level learners in the HS program.
ABC (College)	Advanced Beauty College; a discontinued external CTE partner.
Unitek College	A former CTE partner offering medical assistant training (now discontinued).
Federico	A discontinued CTE partner offering cosmetology and barbering training.
MIXED Institute	An external CTE partner offering cosmetology-related training.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I, hereby certify that the information submitted in this application for California Innovative Career Academy, located within the boundaries and authority limits of the Twin Rivers Unified School District, is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school. California Innovative Career Academy (also referred to herein as "CICA" and "Charter School") shall:

- California Innovative Career Academy will commence services prior to September 30, 2019. The target date for the beginning of instruction is July 8, 2019: which will ensure compliance with Education Code § 47652(c).
- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605 (e)(1).)
- Not charge tuition. (Ed. Code § 47605 (e)(1).)
- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(e)(1); Ed. Code § 220.)]
- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(e)(2)(A).) unless CICA receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to CICA shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of CICA in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School's capacity. Preference shall be extended to pupils currently attending Charter School. (Ed. Code § 47605 (d) (2) (B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed.

Code § 47605(e)(3).)

- Encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. (Ed. Code §47605(n).)
- The Charter School shall adhere to each of the conditions in Education Code § 47605(e)(4)(A)-(D), including: (A) not discouraging any student from enrolling, or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code § 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. (Ed. Code § 47605(e)(4)(A)-(D)]
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code § 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non- charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's students and teachers regarding the school's educational programs. (Ed. Code § 47605(d)(2).)
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities in Education Improvement Act of 2004.
- Meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary.
- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. (Ed Code § 47605(l)(1).)
- At all times maintain all necessary and appropriate insurance coverage.
- For each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Ed. Code § 47612.5(a)(1)(A)-(D).
- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.

- On a regular basis, consult with Charter Schools students, parents and teachers regarding the school's education programs. (Ed. Code § 47605(d)(2).)
- Comply with any applicable jurisdictional limitations to locations of its facilities.
- Comply with all laws establishing the minimum and maximum age for public school enrollment.
- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- Comply with the Brown Act and the Public Records Act.
- Comply with the Family Educational Rights and Privacy Act.
- Comply with Government Code Section 1090, et seq., as set forth in Ed. Code §47604.1.
- Comply with the Political Reform Act, Government Code Section 81000, et seq.
- Meet or exceed the legally required minimum of school days. (Title 5 California Code of Regulations § 11960.)



9/26/2025

Jonathan Raymond for CICA
Date

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Sacramento, CA 95838
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Element A: The Educational Program

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

In accordance with California Education Code § 47605.1(f) and 47612.1, all instruction with CICA will be provided exclusively in partnership with a WIOA-funded organization, or other legally allowed exclusive partnership. CICA currently has a Memorandum of Understanding with the Sacramento Employment and Training Agency (SETA), the workforce development board for Sacramento County. Adult students who meet the terms of the partnership agreement and statutory requirements may be served by CICA.

Education Program Overview
Highlands Community Charter and Technical Schools (Highlands) is one of California's largest public charter organizations dedicated to second-chance learners. Highlands operates two public charter high schools for second-chance learners: Highlands Community Charter School (HCCS), a classroom-based program established in 2014, and California Innovative Career Academy (CICA), an independent study school founded in 2019. Both schools provide adults with the opportunity to earn a high school diploma while building workforce skills and career pathways.

The need for this type of charter school is immense. More than four million adults in California have not completed high school, yet tuition-free options for returning learners remain scarce. Highlands fills this critical gap with a model that not only transforms individual students, but also strengthens families and uplifts entire communities. California cannot afford to leave millions of adults without a diploma and a workforce pathway—and Highlands exists to ensure that doesn't happen. Our model is creating generational change while directly fueling the state's workforce pipeline.

California Innovative Career Academy

California Innovative Career Academy (CICA) is one of Highland's two charter school programs. CICA provides a flexible independent study model designed for adults.

CICA serves:

- Adults aged 22 years old and older without a US high school diploma
- Parents who left school early to raise children
- Adults rebuilding after involvement with the justice system
- Immigrants and refugees seeking to learn English
- Working adults who left school for economic reasons

Reflecting Sacramento's international diversity, CICA enrolls students from dozens of countries

and language groups, including large communities from Afghanistan, Ukraine, Russia, Mexico, and Vietnam. Students engage in individualized learning plans, meet regularly with teachers, and access in-person and online support designed around their schedules, languages, and goals. Instruction integrates English language development, diploma completion, and career training so that multilingual learners can strengthen academic and workforce skills simultaneously.

Mission and Vision Statement

CICA is a diverse community for social justice, serving the underserved, providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, CICA builds new legacies leading to self-sufficiency and generational change.

Vision

The vision of CICA is to eradicate educational inequality and promote workforce success.

Educational Philosophy

CICA believes the biggest challenge of the 21st century has been, and will continue to be, ensuring that all people have the opportunity to obtain the skills and knowledge necessary for sustainable living wage jobs. To meet this challenge in a constantly changing technological, academic, and professional environment, students must:

- Become self-motivated, competent, and lifelong learners.
- Build academic, workforce, and social-emotional skills.
- Engage in flexible, student-centered instruction tailored to individual needs.

CICA affirms that a well-educated person must not only demonstrate strong academic proficiency but also be equipped with the habits of mind and adaptability required to navigate an evolving global economy. Lifelong learning, problem-solving, and creative thinking are essential for building opportunity and transforming talent into true skill. These qualities enable students to contribute meaningfully to their communities and pursue personal and professional success. While CICA is committed to offering the same broad course of study to all students, it is grounded in the knowledge that flexible instruction tailored to meet the needs of individuals is essential to achieving positive outcomes for the diverse population it serves.

Impact

CICA is demonstrating measurable impact:

- **Graduation:** Nearly 580students graduated from CICA in 2024–25 alone.
- **Employment:** More than half (53%) of HCCTS graduates reported jobs averaging above $20/hour, and 40% pursued college.
- **Career pipeline:** One in four graduates at HCCTS completed a CTE program in fields like health care, transportation, IT, and skilled trades. In the 2024-2025 school year 370 students visited the Center for Workforce Solutions a total of 622 times.
- **Family transformation:** Parents returning to school model persistence and achievement for their children, breaking intergenerational cycles of poverty.

- **Justice and opportunity:** To date, Highlands has facilitated 24 expungements, helping returning citizens reenter the workforce with stability and dignity.

Student Population

CICA serves a uniquely diverse student population, with the majority being immigrants and Below you will find a table that shows all the locations where CICA teachers and staff are refugees. Some students arrive with advanced degrees from their home countries, having worked as engineers, teachers, or medical professionals. Others come with little or no formal education and are just beginning to learn to read, write, or speak English. Our model is designed to honor this full spectrum of lived experience—meeting students where they are and supporting them in reaching their goals.

CICA welcomes all adult learners over the age of 22, admitting students based on available capacity and through lottery procedures. At its core, the school is guided by the belief that every student—regardless of their starting point—deserves access to a high-quality education, a pathway to a brighter future, and the unwavering support of a community that sees and nurtures their potential.

CICA Locations where instructors meet for in-person engagement with students:

CICA Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610

Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

Leadership
In July 2025, CICA entered a new era of reform and renewal under the leadership of Executive Director Jonathan Raymond, a former superintendent of Sacramento City Unified School District. With a sharpened focus on transparency, equity, and academic rigor, we are reimagining what second-chance education can be in California.

Our goal is to build back better with integrity, urgency, and a deep commitment to putting students first in every decision. We are raising standards across the board: ensuring every classroom has a credentialed teacher, implementing clear policies for fiscal responsibility, lowering class sizes, implementing a rigorous and standards-aligned curriculum, adjusting the bell schedules to expand professional learning for teachers, and broadening access to career training aligned with California's and Sacramento's workforce needs.

While the school is currently operating with fewer staff and reduced enrollment due to recent layoffs, the reforms now underway are deep and structural. Each initiative reflects our commitment to rebuilding a school system that delivers on its promise to students, families, and the public.

Executive Leadership
The Executive Leadership at CICA provides high-quality leadership to create and sustain a meaningful learning environment that supports student academic progress. Under the direction of the Board, the Cabinet—comprising the Executive Director, Chief Academic Officer, Chief Operating Officer and Chief Business Officer—develops, implements, and evaluates key school systems and processes, including academic, human resources, finances, assessment, facilities, and accountability. Job descriptions and qualifications for each role are outlined below.

Leadership Team

Jonathan Raymond, Executive Director
Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City

School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic, investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform, and the early stages of a statewide shift toward equity-driven education. Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most underserved schools into high-performing campuses — all while navigating one of the toughest fiscal climates in California history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, and holds a JD from George Mason University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Chief Operations Officer

Teresa is a seasoned systems-level leader with nearly three decades of experience transforming education through strategy, accountability, and innovation. She has served as Chief of Staff and Chief Accountability Officer, bringing clarity, alignment, and execution to large-scale organizational priorities. Holding a Ph.D. from the University of Illinois, Chicago, Teresa's career spans the full spectrum of education—from PreK–12 classrooms to community colleges and universities—where she has excelled as a teacher, administrator, and author of mathematics curricula.

Her leadership portfolio includes extensive executive-level district administration, where she has shaped policy, accountability systems, and instructional improvement at scale. Beyond the district level, Teresa has advanced research and development efforts for non-profits, the Riverside County Office of Education, and the Stuart Foundation, where she co-developed an organizational health review now used to strengthen institutional performance.

Across every role, Teresa has been recognized for her ability to integrate research, practice, and policy into sustainable systems that drive student achievement and organizational excellence.

Eric Chapman, Chief Academic Officer

Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within the Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership has focused on building systems that foster equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Matthew Lemos, Chief Business Officer

Matthew Lemos brings more than two decades of leadership experience in finance, operations, and team management across both the education and hospitality sectors. He began his career in the gaming industry, serving as a floor supervisor, pit manager, and head trainer, where he developed expertise in staff development, customer service, and process improvement. Transitioning to the nonprofit and education fields, Matthew has spent the past six years directing financial services for charter schools in California and Nevada. He has overseen multimillion-dollar budgets, compliance with state and federal regulations, and the development of policies and systems that ensure fiscal stability and operational excellence.

Matthew currently serves as Chief Business Official for Highlands Community Charter and Technical Schools, where he provides strategic leadership in finance, operations, and risk management to support the school's mission of preparing career-ready graduates. Known for his strong communication skills, ethical leadership, and collaborative approach, he is dedicated to building sustainable systems that strengthen schools and expand opportunities for students and staff alike.

Melissa Roberson, Director of Accountability and Assessment

Melissa Roberson is the Director of Accountability and Assessment, bringing over a decade of experience in education with a strong foundation in teaching, leadership, and data-driven decision-making. She earned her Master's degree from the University of Southern California in 2016 and went on to serve as a principal for five years, where she championed student outcomes and teacher growth. With a background as an experienced ELD and ESL teacher, Melissa has deep expertise in instructional strategies and supporting English learners. In her current role, she oversees WASC accreditation, state reporting, and manages the relationship with the Twin Rivers Unified School District, ensuring compliance and alignment with school goals. Known for her integrity, student-centered approach, and sharp focus on data, Melissa is dedicated to building systems that elevate teaching and learning for all students.

Mayra Valdivia, Director of School Services

Mayra Valdivia is an educator and administrator dedicated to advancing student success through

strategic leadership, community partnership, and program development. She began her career as a high school counselor, supporting students' academic, social-emotional, and career growth, and later served as Lead ELD Counselor, directing programs that expanded services for English learners. She went on to serve as Director of Student Services and Assistant Deputy Director at Highlands Community Charter and Technical Schools, overseeing counseling, student support, and departmental operations while strengthening community partnerships. In 2024, she was appointed Deputy Director of School Services, where she supervises directors, guides program implementation, and represents the organization in legislative and community settings to advocate for policies benefiting students and families. Mayra holds a Master of Science in School Counseling from California State University, Sacramento, and earned her Preliminary Administrative Services Credential in 2024. She has also completed leadership and charter school business officer training through the Charter Schools Development Center. Fluent in English and Spanish, she is a strong advocate for equity and access, committed to expanding opportunities for diverse student populations.

Student Challenges and Needs
CICA incorporates several innovative features throughout its programming, anchored by a few distinct approaches that set it apart from other local schools and allow it to serve the whole student. CICA serves adult learners balancing complex lives. Many students juggle employment, family care, and basic needs, often without reliable transportation, devices, internet, or childcare – limiting the time they can devote to school.

Trauma and Life Experiences
A significant number of students have experienced displacement, poverty, homelessness, addiction, or justice-system involvement. Students who have experienced incarceration face additional barriers to re-entry and benefit from CICA's targeted academic and social-emotional supports.

Basic Needs
Many students lack access to fundamental necessities, including food, appropriate clothing, school supplies, and stable housing. Refugee and immigrant students also navigate new cultural norms and technology while building English proficiency and seeking employment.

Student Goals and Motivations
Students enroll with interconnected goals: improving English proficiency, earning a long deferred high school diploma, developing career skills, supporting their families, and engaging more fully in their communities. For many, the diploma is both a dream realized and a gateway to economic stability and higher education. CICA recognizes that academic achievement must be pursued alongside students' broader life goals, creating pathways that honor both educational attainment and personal aspirations.

Characteristics of an Educated Person in the 21st Century

CICA defines an educated person in the 21st century as someone who:

- Masters core academics (English, mathematics, science, history/social science) and communicates effectively in English in college and workplace settings.
- Thinks critically and acts independently, applying problem-solving in academic and professional contexts.
- Collaborates and contributes, practicing empathy, constructive communication, and conflict resolution in diverse, multi-age, multicultural classrooms.
- Engages as a global citizen, understanding democratic principles and social, political, and environmental issues, and participating respectfully across cultures.
- Is digitally fluent, using technology confidently for learning, work, and civic life.
- Balances well-being, developing habits that sustain healthy, productive lives across family, work, and community.

Our students seek understanding and peace within multi-age, multicultural classrooms and respect the rights of others to do the same. We support students in developing personal habits for a healthy lifestyle—balancing academics, leisure, work, family, and community. Students who have limited access to technology learn to use digital tools for increased success in school, work, and civic life.

Our students are scholars who build proficiency in English, Mathematics, Science, and Social Studies/History. As members of the California community, they communicate effectively and contribute to the world around them. They are prepared to meet the expectations of college classrooms and to engage thoughtfully with new ideas.

Our students are community members who collaborate with others, contribute to projects, and manage and resolve conflicts using the communication tools learned in our classrooms. They are motivated to provide meaningful service and to apply their developing talents in real settings. We send our students into the workforce confident in the communication, collaboration, and competency they have developed.

Our students are citizens of the world who understand the foundations of constitutional democracy, the rights and responsibilities of all, and the importance of staying informed about political, social, and environmental issues. By learning together in diverse classrooms and on our campuses, students deepen their understanding of other political, social, and cultural systems and practice peaceful coexistence.

Our students are members of an increasingly technical and information-based world and are competent, comfortable users of a wide range of technologies. They view technology as an integral part of learning and life and remain open to new tools and approaches as they emerge.

Core Beliefs

CICA supports all adult learners 22 and older to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every

aspect of our instructional design, student support systems, and organizational culture.

CICA's instructional model is grounded in three beliefs that reflect the complexity and humanity of adult learning:

Learning Happens Within the Contexts of Safe and Trusting Relationships
Adult learners, particularly those who have experienced educational trauma or systemic barriers, require learning environments that prioritize psychological safety alongside academic rigor. Trust is not a luxury in adult education—it is a prerequisite for the kind of vulnerable, transformative learning that leads to lasting change.

- **Trauma-Informed Educational Practices.** Many of our students carry the impacts of various forms of trauma, including displacement or systemic oppression. Our approach recognizes that trauma affects learning by impacting memory, concentration, and the ability to take academic risks. We create predictable, supportive environments where students can rebuild their relationship with learning in contexts that feel safe and affirming.
- **Relational Pedagogy.** We understand that learning is fundamentally relational. Students are more likely to engage in challenging academic work when they feel seen, known, and valued by their instructors and peers. Our educators invest time in building authentic relationships with students, learning about their goals, interests, and concerns. This relational foundation allows for the kind of honest feedback and academic push that leads to growth.
- **Community Building and Peer Support.** We intentionally cultivate learning communities where students support each other's growth and success. This includes structured opportunities for peer collaboration, study groups, and mentoring relationships.

Instruction Meets Students Where They Are
Meeting students where they are is more than an instructional strategy—it is a fundamental stance that honors the diverse pathways that bring adult learners to our doors. Our students arrive with varying levels of formal education, different cultural approaches to learning, and unique combinations of strengths and areas for growth. This reality requires us to move beyond one-size-fits-all approaches toward responsive teaching that builds on what students already know and can do.

- **Support for students with interrupted or inconsistent formal education (SIFE).** We pair intensive foundational skill-building with access to grade-level content, explicitly teaching academic literacy (how to use texts, take notes, discuss, and present) while maintaining high expectations.
- **Asset-based assessment and design.** We start from each learner's full profile—schooling, work, community, and self-directed learning—to connect new knowledge to existing strengths.
- **Flexible pathways**. Multiple routes, paces, and modalities; choice in demonstrating learning; supports that fit adult schedules.
- **Responsive teaching.** Ongoing formative assessment drives just-in-time re-teaching or acceleration (see Professional Development for PD structures).
- **Cultural and linguistic responsiveness.** We leverage what students know—and

how they know it—to make rigorous content accessible.

Adults Learn Best With Agency and Relevance.
Every student develops an Individual Learning Plan (ILP) that names short- and long-term goals (education, work, family). During orientation, students learn pathways and requirements so they can make informed choices. Teachers and counselors help students write SMART goals, map required credits/certifications, and identify supports. Progress is revisited in regular check-ins using simple dashboards/trackers, and students complete brief reflections to build the metacognitive habits that sustain lifelong learning.

- **Choice and Flexibility in Learning.** Adult learners thrive when they have options in how they engage with content and demonstrate their learning. We provide multiple ways for students to explore topics of interest, pursue individual research projects, and showcase their growing knowledge and skills.
- **Real-World Connections and Application.** Learning feels most relevant when students can see immediate applications to their lives and goals. The curriculum we use has many opportunities to connect academic content to contemporary issues, workplace skills, and community engagement opportunities. Students might analyze historical patterns to understand current social issues or conduct scientific investigations related to health or environmental concerns in their communities.
- **Career and College Integration.** We explicitly connect academic learning to students' career and college goals, helping them understand how the skills they're developing will serve them in future educational and professional contexts. This includes developing academic habits of mind, communication skills, and critical thinking abilities that transfer across contexts.
- **Student Voice and Feedback.** Students have regular opportunities to provide feedback about their learning experiences and suggest improvements to courses and programs. Please see the student survey section below for more detailed information. We view students as partners in the educational process, recognizing that their insights about what supports their learning are essential for continuous improvement. This feedback loop helps students develop advocacy skills while ensuring our programs remain responsive to their needs.
- **Ownership of Learning Outcomes.** We support students in developing the ability to assess their own learning and set goals for improvement. This includes teaching students to use rubrics, reflect on their growth over time, and identify specific strategies that support their success.

These three foundational beliefs work together to create learning environments where adult students can achieve their educational goals while developing the skills, knowledge, and confidence they need for continued success in their academic, professional, and civic lives.

CICA supports all adult learners to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our

instructional design, student support systems, and organizational culture.

Mental Health and Wraparound Services
We recognize that academic success is interconnected with students' overall well-being. Our support systems include connections to mental health resources, basic needs support, and advocacy services that address the systemic barriers our students face. We work in partnership with community organizations to provide comprehensive support that allows students to focus on their learning.

Addressing the Social-Emotional Impacts of Educational Interruption

Students with interrupted formal education often experience complex emotions related to their academic journey, including shame about gaps in their knowledge, anxiety about academic performance, or frustration with the pace of progress. We create learning environments that normalize diverse educational pathways and celebrate the varied forms of knowledge students bring.

Supporting Students with Interrupted or Inconsistent Formal Education (SIFE)

A significant portion of our student population has experienced interruptions in their formal schooling due to migration, economic necessity, political instability, or family circumstances. These students bring rich life experiences and often sophisticated problem-solving skills, yet they may have gaps in traditional academic content or unfamiliarity with formal educational expectations. We reject deficit-based approaches that focus on what these students lack, instead building comprehensive support systems that honor their strengths while addressing their specific learning needs.

Our approach to supporting SIFE students includes intensive foundational skill development alongside grade-level content engagement, recognizing that these students need both remediation and acceleration. We provide explicit instruction in academic literacy skills—including how to navigate textbooks, online curricula resources, take notes, and engage in classroom discussions—while maintaining high expectations for critical thinking and complex problem-solving.

Asset-Based Assessment and Instructional Design

We begin by understanding each student's full educational profile, including formal schooling, work experience, community involvement, and self-directed learning. This comprehensive view allows us to design learning experiences that connect new knowledge to existing understanding while addressing genuine learning needs. Rather than focusing on deficits, we identify the multiple entry points through which students can engage with rigorous academic content.

Flexible Pathways and Differentiated Support

Meeting students where they are means creating multiple pathways through our curriculum that allow for different paces, learning styles, and life circumstances. Our new curriculum, which covers all disciplines, allows teachers to alter the reading level of the text to meet the student at their level and provide translated background text and videos that build background knowledge

to enhance ELLs' access to the core grade-level curriculum and the grade 9-12 California State Standards. This includes offering content in various modalities, providing choice in how students demonstrate their learning, and designing support systems that accommodate working adults with family responsibilities and other commitments.

Diagnostic and Responsive Teaching

Our teachers continuously gather information about student understanding and adjust instruction accordingly. This goes beyond initial placement to include ongoing formative assessment that reveals how students are making sense of new concepts and where additional support or challenge is needed. We create learning environments where struggle is normalized as part of the learning process, and where students receive the specific feedback they need to move forward. See more about this in the professional development section.

Cultural and Linguistic Responsiveness

Meeting students where they are requires a deep understanding of the cultural frameworks and prior educational experiences that shape how students approach learning. We work to understand not just what students know, but how they know it—the cultural tools and ways of thinking they bring that can be leveraged for new learning.

Self-Directed Learning and Goal Setting

We work with students to identify their short-term and long-term goals and help them understand how their coursework connects to these aspirations. This begins in orientation, where they learn the pathways and requirements so that students can make informed decisions about their academic path. Students participate in setting their own learning objectives within the framework of academic standards, and they regularly reflect on their progress toward these goals. This self-direction increases engagement and helps students develop the metacognitive skills essential for lifelong learning.

Foundational Research and Theories Supporting Our Approach

Adult Education Learning Theories
CICA applies research-based adult learning theories to design educational programs that recognize adult students have different needs than traditional K-12 students. The school incorporates adult learning theories, differentiated instruction, and student-centered approaches to meet diverse learner needs. Malcolm Knowles' foundational research (1980) identifies key differences between adult and child learners: adults are self-directed, bring rich life experiences, are problem-oriented, and are motivated by internal factors. Patricia Cross (1981) emphasizes that adult learners are typically voluntary participants who may feel insecure about learning but are motivated to solve real-world problems. Cross identifies multiple motivation sources including personal achievement, social factors, and career advancement.

Sociocultural Theories
According to Sociocultural Theory (SCT), social interaction is the foundation of all learning

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

Differentiated Instruction

Each student arrives at a different level, with unique learning styles, interests, and abilities. Recognizing this diversity, differentiated instruction is utilized to ensure the needs of all students are met. Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues, and each student has different expectations based on learning styles and abilities. According to the U.S. Department of Education's Literacy Information and Communication System (2012), the design is intended to engage students at a range of different levels with various learning styles and to make learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exist in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, teachers must understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005).

Content-Based Instruction (CBI)

CBI is particularly critical for high school English Language Learners because it addresses the dual challenge of mastering academic content while developing the academic language skills essential for school success. By embedding language development within meaningful content learning, CBI creates authentic contexts for language use, builds subject-specific vocabulary, and prepares students for college-level coursework. Research shows this empowering approach encourages learners to become independent, continuing their language development beyond the classroom while simultaneously meeting rigorous academic standards required for high school graduation and post-secondary success.

For students developing foundational language skills such as reading and writing, context plays a critical role in supporting both language and literacy development. Content-Based Instruction

(CBI) provides context-rich materials through the curriculum, offering meaningful opportunities for students to build language skills while engaging with relevant academic topics. One of the most critical challenges we face is the persistent and widening vocabulary gap, which can significantly impact the academic progress of learners across all age groups. CBI addresses this challenge.

Supporting our English Learner Population

CICA serves a population of older English learners who are not eligible for the English Language Proficiency Assessments for California (ELPAC) nor appear in the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI).[1] Almost all of the students at CICA are classified in CALPADS as adult English Language Learners or ADELs. CICA goes to great lengths to serve the needs of our English Language Learners.

Language learning for adults can differ from traditional models of education. It is deeply personal work that builds on the rich linguistic and cultural assets that students bring with them. Because compulsory education requirements do not apply to adult students, myriad factors constantly pull them away from their educational goals. Our approach to supporting English Language Learners recognizes that language acquisition happens most effectively when it is meaningful, relevant, and connected to students' lived experiences and goals.

At CICA, we understand that our students are not empty vessels waiting to be filled with English. They are accomplished individuals who have navigated complex systems, often in multiple languages, and bring sophisticated problem-solving skills and cultural knowledge that enrich our entire learning community. Our role is to create learning environments where students can leverage these strengths while building academic and professional English proficiency.

Our approach to English language learning is grounded in several research-informed principles that guide our instructional design and student support:

Language and Content Learning Are Interconnected.

Research consistently shows that students learn language most effectively when it is embedded in meaningful, content-rich contexts (see CBI explanation above). Our integrated approach ensures that students are simultaneously building language skills and engaging with rigorous, standards-aligned academic material relevant to their goals.

Students' Home Languages Are Resources, Not Barriers.

Multilingualism is an asset that enhances cognitive flexibility and cross-cultural communication skills. We create space for students to use their full linguistic repertoire as they build English proficiency, recognizing that translanguaging—the fluid use of multiple languages—is a natural and effective learning strategy. We also believe that our students bring life experience, motivation, and clear goals that can accelerate their learning when properly supported.

[1] Education Code section 306, section (a), defines “English learner” for ELPAC and ELPI requirements by incorporating the definition of 20 U.S.C. 7801 (20)(A), i.e. “the term ‘English learner’, when used with respect to an individual, means an individual who is aged 3 through 21.”

Language Assessment Upon Enrollment

As a WIOA partner, CICA assesses all students during the admissions process and monitors their progress through CASAS testing. The first assessment, administered during registration, is the placement exam, which evaluates students' reading, writing, listening, speaking, and grammar skills. This exam is scored with an internally developed rubric.

During orientation, students also complete CASAS reading and listening assessments. CASAS provides standardized progress testing designed to measure learning along a continuum, from beginning literacy and English language acquisition through the completion of secondary-level skills. Several test series monitor student progress, with difficulty levels ranging from below Level A through Level E. Administering CASAS at enrollment establishes a baseline, followed by post-testing after 70–100 hours of instruction to track student progress over time.

If a teacher determines that a placement is inaccurate, a reassessment may be requested. If the reassessment results in a different level placement, the placement team updates the student's record in PowerSchool and informs the teacher of the revised placement.

The placement rubric is updated annually based on teacher and student feedback. Updates are shared with the curriculum team to confirm alignment with CICA level objectives. Any additional feedback is integrated before the rubric is finalized for use in the upcoming school year.

Reclassification
CICA serves English Language learners who must be designated in CALPADS as Adult English Language Learners (ADEL). ADEL students do not participate in ELPAC testing and do not appear as English Language learners on the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). We track and report ESL advancement as determined by CASAS testing.

Enrollment
CICA's enrollment continually increased from its establishment in 2019 through the 2024-2025 school year. While interest in enrollment remains sky-high, CICA expects to see a flattening or potential decrease in enrollment this year due to compliance with newly clarified requirements for credentialing and class-size ratios. CICA's commitment to continuous improvement has required updates to enrollment policies and procedures that have temporarily reduced its total enrollment capacity for the 2025-2026 school year.

Five-Year Enrollment Rollout Plan
As of September 2025, CICA has 900 students enrolled and will implement a steady, sustainable growth plan over the next five fiscal years. CICA is in the process of reviewing teacher case loads and enrollment in order to enroll more students at CICA to meet the expected enrollment of 1500. Growth will remain aligned with the school's capacity to hire and develop additional K-12 credentialed teachers. The planned five-year enrollment rollout is as follows:

Academic Year	Students enrolled

2025-2026	1,500
2026-2027	1,650
2027-2028	1,815
2028-2029	1,997
2029-2030	2,196

- Enrollment Caps: Each class will have an enrollment cap of 25:1 to ensure compliance with Independent Study requirements under Education Code section 51745.6, subdivision (d).
- Monitoring and Rebalancing: CICA Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.

Admission Process
CICA has implemented a comprehensive admission process to prepare and place incoming students. This process includes registration, grade level placement, an overview of student expectations and services, and covers any technology-related needs. This enrollment process ensures students are fully supported from registration to their first day, setting them up for success at CICA.



CICA's Program Goals and Student Learning Outcomes

CICA has established three Schoolwide Learner Outcomes (SLOs):

- **Academic Growth:** Students demonstrate measurable achievement each term through standards-aligned assessments and performance tasks.
- **Career Progress:** Students make documented advancement toward their individualized education and career goals.
- **Digital Communication:** Students use technology effectively and responsibly for personal, academic, and workplace communication.

Many students enter CICA with significant gaps in English language proficiency, academic skills, communication, and technology use. These SLOs are designed to close those gaps and set students on a path to long-term college, career, and community life. To implement these goals in our classrooms and bridge individual goals to content standards, we embed Integrated English Language Development supports within the facilitation of learning across all content areas. We monitor progress through course and credit completion, common formative assessments, and CASAS progress monitoring data.

By offering adult education to students aged 22 and older who have not yet earned a U.S. high school diploma, we work to reduce educational inequity. Our programs are anchored in K-12 state standards shaped by the needs of our students and community and grounded in a deep commitment to equity and social justice. We emphasize technology fluency, workforce readiness, and supportive services that remove barriers to persistence and completion. At CICA, we believe in our students, we believe in our community, and we believe that it's never too late to achieve one's goals.

CICA Satisfactory Student Progress

CICA has established a Satisfactory Academic Progress (SAP) policy (BP 5120) to ensure that students are consistently advancing toward their academic and career goals. This policy applies to all students enrolled in high school education. To remain enrolled, students must meet SAP standards, which include maintaining a minimum GPA, earning required credits, making measurable progress in English language acquisition (for ELD students), and fulfilling the specific SAP criteria of their CTE programs. SAP is evaluated every six weeks, and students who do not meet the requirements may be placed on Academic Notice. Continued noncompliance will result in disenrollment.

Attendance and engagement are also key components of SAP evaluation, with manual attendance records retained for at least three years in accordance with California regulations. Students who do not meet SAP in their CTE program may appeal by submitting a written reflection and evidence of corrective actions. Approved appeals result in a probationary period during which students must meet SAP standards to maintain enrollment. The policy aligns with state and federal regulations and is reviewed regularly to ensure legal compliance and support for student success.

The Instructional Leadership Team: Stewards of CICA's Academic Goals

CICA's program goals are guided and supported by the Instructional Leadership Team (ILT), a cross-functional leadership team that ensures academic excellence and coherence. The ILT is composed of the Chief Academic Officer, principals, teacher leaders, the Director of Professional Learning, the CASAS Coordinator, and the Director of Curriculum. Meeting biweekly, the ILT reviews student learning data, designs responsive professional learning, and incorporates teacher feedback to continuously improve instruction. The team works to align goals, accountability measures, and instructional priorities, providing instructors with a roadmap of how these efforts intersect to form CICA's core academic vision.

Common Core Standards

CICA is committed to providing a rigorous, standards-based education that meets the unique needs of adult English language learners while ensuring students progress toward California State Standards across all subject areas. Our curriculum design and instructional practices are systematically aligned with the California Common Core State Standards for English Language Arts and Mathematics, the Next Generation Science Standards, and the California History-Social Science Standards. We integrate English Language Development (ELD) standards with content area instruction, utilizing sheltered instruction strategies and culturally responsive teaching practices that honor students' diverse linguistic and cultural backgrounds. Teachers employ scaffolded approaches to make grade-level content accessible, incorporating visual supports, collaborative learning structures, and native language resources when appropriate to support comprehension and academic language development. Through regular assessment of both English proficiency growth and content mastery, we continuously monitor student progress, adjusting instruction to meet learners where they are while maintaining high expectations for academic achievement.

Core Subjects

CICA offers students access to an A-G curriculum in English Language Arts, Mathematics, Science, History/Social Studies, and a range of electives.

English Language Arts

The English Language Arts sequence moves students through a progressive sequence from foundational grammar and language skills to advanced writing, research, and literary analysis. Rooted in Common Core standards, the curriculum emphasizes critical thinking, effective communication, and collaboration. Students engage with diverse fiction and nonfiction texts from various cultures centered on Social-Emotional Learning themes. Students develop skills in reading comprehension, argumentation, and narrative writing. The program culminates in advanced coursework focused on research proficiency, source evaluation, and multimedia presentations, preparing learners for academic and professional communication success.

Mathematics

Mathematics courses build essential numeracy and problem-solving skills through a sequence aligned with the California Common Core standards, beginning with Pre-Algebra and progressing through Algebra 1 and Geometry. Students gain proficiency in fractions, decimals, ratios, proportions, equations, and geometric concepts, with an emphasis on applying

mathematical reasoning to real-world contexts such as financial literacy. Instruction develops critical thinking and multiple forms of representation—numerical, graphical, verbal, and symbolic—preparing students for higher-level math and everyday applications.

History and Social Science
The History-Social Science courses provide students with a comprehensive understanding of civics, U.S. history, world history, government, economics, and ethnic studies. Instruction integrates literacy and critical thinking while connecting academic content to students' lived experiences. Students explore foundational principles of democracy, historical events, cultural diversity, and economic systems, emphasizing analytical skills through document analysis and inquiry-based learning. The curriculum prepares students to engage as informed citizens, fostering cultural awareness, social justice, and active participation in society.

Science
The Science courses offer foundational courses in Earth Science and Life Science, fulfilling graduation requirements while building scientific literacy and critical thinking. Earth Science introduces students to the dynamics of Earth and space systems, climate, natural phenomena, and human environmental impact. Life Science covers biological concepts such as chemistry, biodiversity, population dynamics, genetics, and environmental interactions. The curriculum emphasizes conceptual understanding and real-world application of scientific principles.

Visual and Performing Arts
The Visual and Performing Arts courses introduce students to fundamental concepts in stage performance, music theory, and vocal technique. Courses cover stage presence, character development, and the structure of the music industry, alongside foundational music theory, history, and vocal training. Students develop confidence and skills for performance and gain an understanding of music's cultural significance, preparing those interested in careers in music, theater, or entertainment.

Electives
CICA's Elective offerings allow students to strengthen literacy, communication, critical reading, and public speaking skills. Courses like Reading for Pleasure foster a love of reading through engagement with socially relevant themes, enhancing comprehension and analytical abilities. Public Speaking electives build students' rhetorical knowledge, speech planning, and presentation skills while promoting ethical communication and confidence. These courses enrich students' academic experience and prepare them for effective expression in various personal and professional contexts.

English for Work and Life Series
The English for Work and Life Series supports students at all stages of English acquisition, from emerging literacy to intermediate fluency. Courses emphasize systematic instruction in phonics, vocabulary, grammar, and real-world communication. Students progress from recognizing letters and sounds to composing organized paragraphs and participating in workplace and academic conversations. Through engaging, high-interest content and digital literacy tasks, learners gain the language and confidence needed to succeed in academic, personal, and professional settings.

Curriculum Adoption

In 2025, Highlands followed an articulated curriculum adoption process to procure Savvas, a standards-aligned curriculum for CICA courses. We received guidance from our UMass Global partner, which has extensive experience with curricular materials that best serve English Language Learners. The process was guided by UMass Global experts and included EdReports recommendations, analysis of materials used by surrounding districts, vendor demonstrations, and structured teacher feedback. We sought teacher feedback around our top choices and delivered our final proposal to the board, which approved our recommendation. We selected Savvas for its single, user-friendly platform for teachers and students, high ratings on EdReports, and adoption by large districts such as TRUSD, EGUSD, and LAUSD. To support strong implementation, the start of classes was delayed to August 14, 2025, allowing teachers to gain familiarity and comfort with the new curriculum. Teachers met in PLCs to build their knowledge of the standards-aligned curriculum. The Savvas adoption includes access to both an online digital curriculum, teacher edition textbooks, and student workbooks.

Supports for English Learners Level 0-1

ABCEnglish: A curriculum provided by an external agency, ABCEnglish offers literacy-level lessons ideal for students who are new to learning English. Lessons are presented through accessible slides and worksheets designed for classroom delivery.

Burlington English: An online English language learning platform offering both teacher-led lessons with presentations and printable materials, as well as self-paced student lessons accessible by phone or computer. The program integrates reading, writing, listening, and speaking skills, and includes thematic content, short stories, citizenship, and Workplace English and CASAS practice modules.

EL Civics Curriculum: Thematic packets intended to support English Language Learners with English language acquisition, civic participation, and workforce skills. Aligned to ESL objectives from CASAS and NRS ESL levels.

Standards-Based Instruction

To ensure alignment with educational standards and to support student achievement, CICA's curriculum has been developed, adapted, or adopted in accordance with the following:

- California Common Core State Standards (CCSS)
- WIOA English Literacy
- Literacy (EL) Civics Objectives
- Comprehensive Adult Student Assessment Systems (CASAS) Reading Standards
- CASAS Competencies

Instructional Methods

As an independent study school, CICA provides flexible, individualized learning supported by a range of online curricular resources. The nature of independent study and learning allows students to progress as quickly as they like with self-paced learning opportunities. Teachers meet with each student a minimum of once per week – synchronously via Zoom or in person- to monitor progress, review work, and adjust support. While most coursework is asynchronous, English Learners receive targeted, synchronous support (Zoom and in person) using

content-based instruction (CBI). Instruction includes both designated English language development and integrated approaches aligned with Common Core State Standards.

Independent Study Legal Compliance
The Charter School will comply with all applicable independent study laws and regulations, including but not limited to Education Code Sections 51745, et seq.; 47612.5; 47634.2; Title 5, California Code of Regulations, Sections 11700-11705; and 19850-19854. These laws require, that the Charter School will operate pursuant to an adopted independent study Board policy; each student will have a master agreement as required by law; and the Charter School will receive an approved funding determination by the State Board of Education as a condition of funding.

Assessment to Advance CICA Goals

CICA Employs Multiple Measures to Monitor Learning and Inform Instruction.

- **Formative Assessments:** These include ongoing evaluation through teacher observation, projects, presentations, and performance tasks.
- **Summative Assessments:** End-of-unit and semester evaluations measuring mastery of learning objectives. These assessments are part of the core curriculum.
- **Portfolio Assessments:** Student-led self-assessment using assignments of choice to demonstrate learning in students' focal areas. The ILT is currently mapping the implementation of the portfolio project.
- **Student Surveys:** Self-perception data helps us to understand the student experience.
- **CASAS Testing:** Comprehensive Adult Student Assessment System, a competency-based adult assessment program validated by the U.S. Department of Education for use in adult education conducted after 70-100 hours of instruction time. The assessment is administered every 6-8 weeks.
- **CAST:** California Science Test, a state assessment mandated for those in high school.
- **CAASPP:** California Assessment of Student Performance and Progress, a state assessment mandated for those in high school grade 11.
- **EL Civics Assessments:** Administered three times per program year
- **ELD Level Placement Test:** Placement at enrollment
- **ELD Level Exit Test:** Administered to determine readiness to advance to the next ELD level

Professional Development That Drives Improvement
High-quality professional learning at CICA is about creating a learning system, not just training. It is more than training staff in best practices; it is about creating a culture of curiosity that acknowledges the uncertainty that is inherent in teaching and learning. Central to our revised professional learning program is creating a practice of inquiry at the leadership level that focuses its interest on the practitioners working most closely with the students. What are teachers learning about their students' learning? Where are teachers' gaps in knowledge and capacity? These are the questions that inform the design and goals of the professional learning offerings.

CICA leadership works in partnership with CICA principals and teacher leaders through the ILT to take a partnership approach to designing professional learning. Core beliefs about

practitioner-based learning that inform the CICA approach to professional learning include:

- Teaching is complex and uncertain work that requires an inquiry stance to ensure that students' needs are at the center.
- Adult learning thrives on agency and relevance with clear goals and progress markers
- For instruction to be changed and improved, the learning experience of students must be visible
- Educators (teachers and leaders) are professionals engaged in important work, and they deserve a level of professional support and care that takes their work seriously.
- Pursuing collective goals is essential to supporting systems transformation

Professional Development Focusing on Language Acquisition

Central to CICA professional development is continuously developing strong instructional strategies to meet the needs of our ELLs. Supporting English Language Learners effectively requires ongoing professional learning and reflection. All CICA educators engage in continuous inquiry about how to better serve our multilingual learners.

Language-Responsive Teaching Practices

Our professional learning focuses on developing instructional strategies that make content accessible while maintaining high expectations. This includes training in visual supports, collaborative learning structures, and formative assessment techniques that help teachers understand what students know and can do.

Cultural Responsiveness and Asset-Based Thinking

We work to examine our own assumptions about language learning and ensure that our instructional practices build on students' cultural and linguistic strengths. This includes learning about our students' educational backgrounds and understanding how different cultural approaches to learning can inform our teaching.

Data-Informed Decision Making

As part of our inquiry-based PLCs, we develop systems for collecting and analyzing data about student language development that go beyond test scores. This includes documentation of student growth in academic discussions, writing development over time, and students' own reflections on their learning progress through portfolios.

Our commitment to English Language Learners extends beyond language acquisition to encompass the full development of students as confident, capable learners who can succeed in their chosen academic and professional pathways. Ultimately, we measure our success not just by English proficiency gains, but by our students' ability to use their multilingual skills to contribute meaningfully to their communities and achieve their educational goals.

CICA Professional Learning Structures

Bi-Weekly Friday PD

Our bi-weekly Friday afternoon professional learning sessions are designed as both collaborative

inquiry spaces where educators engage in job-embedded learning directly connected to their daily practice, and also an opportunity to receive specialized instructional support that they or the Instructional Leadership Team (ILT) has requested. These sessions follow a flexible structure that can shift between collective inquiry—examining student work and learning data to collaboratively problem-solve around specific instructional challenges—and targeted professional development that addresses identified needs such as trauma-informed pedagogy, advanced strategies for supporting students with interrupted formal education, or innovative approaches to integrated content-language instruction.

Teachers work in cross-disciplinary teams when engaging in inquiry cycles, analyzing how their students are navigating rigorous academic content and sharing effective practices for maintaining high expectations while providing comprehensive support. When focused on specialized instruction, sessions might feature expert facilitators, peer observations with feedback, or deep dives into research-based strategies that teachers have specifically requested to strengthen their practice. This dual approach ensures that professional learning is both responsive to emerging classroom needs and proactive in building the specialized expertise our diverse adult learner population requires, while maintaining our commitment to practitioner-centered learning that directly impacts student success.

Bi-Monthly Principal PLC

Led by the Chief Academic Officer, principals analyze school-level data, align support systems for ELLs and students with interrupted formal education, and develop coordinated systems responses. This principal learning community operates as a space for collaborative problem-solving where school leaders can examine challenges, share effective practices, and develop coordinated approaches to supporting their unique adult learner populations. Sessions focus on analyzing school-level data to understand how students are progressing toward their educational goals, discussing instructional leadership strategies that support teachers in serving English Language Learners and students with interrupted formal education, and developing systems-level responses to emerging needs within their school communities. The Chief Academic Officer facilitates these meetings using the same inquiry-based approach that guides teacher professional learning, encouraging principals to bring real dilemmas from their practice, examine multiple perspectives, and test solutions collaboratively. This structure ensures that leadership decisions are grounded in evidence and aligned across both school sites, while providing principals with the professional support and intellectual partnership they need to lead effectively in the complex landscape of adult education. The PLC also serves as a space for principals to reflect on their own growth as instructional leaders and to coordinate their efforts in supporting teacher development and student success.

Twice Weekly Teacher PLCs

Teachers engage in professional learning community work twice weekly, with sessions strategically designed to strengthen both instructional planning and data-informed decision making. One session each week is dedicated to collaborative planning time where teachers work in grade-level or content-area teams to design learning experiences that integrate rigorous academic content with the specific supports their English Language Learners and students with interrupted formal education need to succeed. These co-planning sessions allow educators to share strategies, align expectations across courses, and ensure that assessment practices

accurately capture student growth while maintaining high standards. The second weekly session follows protocols and practices that focus on collaborative examination of student work and performance data to understand learning patterns, identify instructional adjustments, and develop targeted interventions. During these data inquiry sessions, teachers bring actual student artifacts—writing samples, project work, assessment results—and engage in structured conversations that move beyond simply identifying which students are struggling to understand why certain approaches are or aren't working and what specific instructional moves might better support student learning. This dual structure ensures that teachers have dedicated time for both proactive planning and reflective analysis, creating a continuous cycle of improvement that keeps student learning at the center of all professional practice.

Teacher Coaching
CICA is launching Phase 1 of on-the-ground coaching by October 15, 2025. This will include the opportunity to observe instructional models, to co-plan with professionals with expertise in supporting students with interrupted formal education, and to engage in guided reflection on the impact of instruction.. Principals, the Director of Professional Learning, the Curriculum Coordinator, and teacher leaders will participate in a rigorous train-the-trainer model to enable sustained on-the-ground support of teachers' ongoing development.

The Role of Data and Assessments in Informing Instructional and Systems Improvement
Assessment is a core to instructional improvement at CICA. Not only does assessment tell us where our students are in their learning, but patterns in the data reveal where we need to focus our professional learning efforts. CICA is committed to creating a system that is responsive to what we are learning about our students and their needs. Leadership is curious about what is happening between the teacher and the student and rests its instructional improvement design on the data that comes from the classroom.

Formal Assessment and Improvement
The ILT will review CASAS data to understand students' academic progress and to track areas where we need to improve our instructional approach. In addition, the ILT will use CAASPP and CAST data to understand the general themes in improvement and then support teachers to use more granular classroom data to understand what is getting in the way of students making progress.

Informal Assessments and Improvement
Working in their PLCs teachers will use classroom-based data– both qualitative and quantitative to determine the areas of their practice where they would like more support. This is one source of the design for the content input on PL Fridays. The ILT will use classroom observation data to help determine the focus of improvement efforts.

Student Climate Surveys and Systems Improvement
Centering the students' experience as core to our approach to improving the learning experience The CICA instructional improvement process involves looking at both student mastery data and student perception data. One important source of student perception data is the student climate surveys. While we do not rely on this self-report data to give us the whole picture of the student

learning experience, the data provides valuable insights into CICA's social and emotional conditions for learning. Annual anonymous surveys are administered in multiple languages (e.g. English, Arabic, Spanish, Persian, Armenian, Pashto, Russian, Turkish, Ukrainian, Vietnamese, Chinese). Students access surveys via QR codes, push notifications, in-class support, and the Brain app; paraeducators provide language assistance. Survey domains include relationships, classroom climate, resources, goals/progress, safety/facilities, CTE/workforce, and curriculum/instruction.

Students have access to completing these surveys via QR codes, push notifications sent to their cell phones, with the support of their teachers in their classrooms, and via the Brain app. Teachers encourage and support student participation by engaging students in lessons that have practice surveys. Paraeducators are also utilized to provide language support during this process. The purpose of these surveys is to understand the following:

- Relationships
- Classroom Climate
- Classroom Support and Access to Resources
- Goal Setting & Student Progress
- Safety, Maintenance, and Facilities
- Workforce and CTE Programs
- Lessons, Instruction, and Curriculum

CICA students are asked to read each statement and indicate their level of agreement with the statement from the following options:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

The table below shows the percentage of CICA students who agree or strongly agree with each statement for the year indicated for the last three years.

Question	22-23	23-24	24-25
Lessons help me in my daily life.	87%	84%	93%
Lessons are interesting.	87%	86%	93%
I know what I need to do to make progress in my classes.	90%	90%	93%
The lessons (in person or online) help me learn (My teacher offers me an opportunity to learn everyday).	93%	89%	95%
I have the learning materials (pencils, notebooks, binders, books) I need to learn.	90%	84%	89%
I have the technology I need to learn.	91%	91%	95%
The school, classrooms, and buildings are clean and in good condition.	92%	93%	89%

The school tells me important information regularly (holidays, school announcements, events).	95%	95%	96%
All students from different backgrounds and countries are treated kindly (the same).	95%	97%	96%
All students from different cultural backgrounds, races, or ethnicities respect each other at school.	98%	96%	94%
My teacher really cares about me and respects me.	98%	98%	98%
My counselor really cares about me and respects me.	94%	92%	90%
The school helps me turn my college and career goals into a plan.	85%	82%	88%
I know how to get help if I feel sad, stressed, lonely, or depressed.	82%	81%	87%
I want to learn more about mental health and how to deal with stress.	48%	49%	59%
I feel connected to the school, my classmates, and teacher.	80%	77%	86%
I feel safe at school (I trust our leaders to make our school safe).	93%	93%	90%
I know how to log in and check my student email.	95%	96%	97%
I know how to log in to my online learning tools	89%	92%	96%
CICA helps me learn to use technology by giving mobile devices and digital literacy training.	89%	88%	94%
I use my school phone, Chromebook, or hotspot 5 or more days a week	ND	ND	73%

**ND denotes that there was no data available for that school year*

Student Academic Supports

Many of our students have little prior education in their native language and, for many of them, they come in with low levels of English, CICA provides extra support to ensure students' academic success. Teachers are available to meet with students by appointment to support students who are struggling academically.

Paraeducators

Paraeducators who work with credentialed teachers play an important role in supporting translation for our Level 0 students. There are wide variations in English learner levels and growth patterns among these students. Paraeducators work with our credentialed teachers to provide the individualized support needed to address varied student needs and learning patterns. They provide crucial language scaffolding by offering clarification in students' native languages when needed and creating more opportunities for meaningful language practice. Additionally, paraeducators who share students' cultural backgrounds create a more comfortable environment that reduces the anxiety often experienced by newcomers. While teachers focus primarily on

academic instruction, paraeducators can provide crucial social-emotional support that newcomers need to navigate their new educational environment successfully. To improve student support with the CICA systems and academic support, CICA is looking to rebuild its paraeducator staff.

Literacy Support
During the 2025-2026 school year, CICA has budgeted for staff to provide literacy support to help English learners. This will focus on building literacy through phonemic awareness, phonics, vocabulary building, pronunciation, and writing skills.

Tutoring Program
CICA is currently redesigning a tutoring program for students. In prior years, the tutoring was delivered online. Based on feedback from students and staff, online tutoring did not effectively meet the needs of our student population. Key challenges, detailed below, included a lack of digital literacy skills, low student engagement, and limited availability of support. The new tutoring program will be responsive to these findings. As of this material revision, the CAO of HCCTS is conducting a review of potential tutoring approaches and Phase 1 of implementation will occur by October 25, 2025.

CICA Students & Devices

All CICA students are provided Chromebooks and hotspots so they are able to access their online learning tools, including their online curriculum.

Challenges for Students Accessing Online Tutoring

- Cultural Barriers: Afghan Women
    - Afghan women have the most urgent needs of all the populations we serve
    - Afghan women will not work one-on-one with male tutors
    - Afghan women typically have low technical skills
    - Afghan women typically have low literacy skills
    - In-person, woman-to-woman support by Dari- and Pashto-speaking academic staff is needed for this population
- Technology Accessibility
    - Students with low tech skills may not be able to access online tutoring that requires an online login
    - Students without internet access at home
    - Students without computers or laptops at home
    - Most online tutoring is chat-based
- Linguistic Barriers
    - Top 5 languages are: Dari, Pashto, Ukrainian, Russian, and Spanish
    - English-speaking tutors cannot effectively support students with low English proficiency

Instructional Days and Minutes Calculations
As a traditional independent study school, CICA ensures it meets instructional time requirements by documenting daily student engagement, evaluating work products for time value, and offering synchronous and asynchronous learning opportunities. Time value-earned depends on the

certified teacher's judgment of individual work products and the time value that the teacher deems appropriate based on the teacher's assessment of the pupil's individual needs and capacities.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record. The Assigned Work Record contains a record of daily engagement and documentation of the time value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar.

Graduation Requirements

A diploma requires 180 high school credits: 110 Academic (including 10 Workforce Readiness credits) and 70 Elective/CTE credits. Transfer and verified employment credits may apply. Once 180 credits are verified, students may apply for the diploma and are invited to the graduation ceremony.

Counselors develop graduation plans, conduct regular check-ins with progress reports, and—beginning **2024–25**—advise on **A–G** pathways for college readiness.

Statutory compliance:

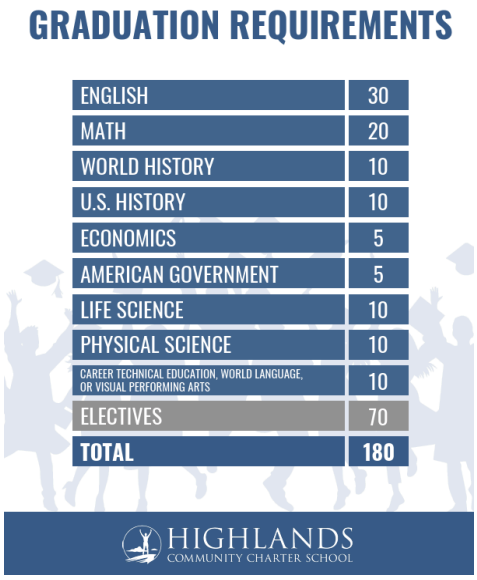
- **AB 101 (Ethnic Studies):** Offer a one-semester course; required for students graduating in **2029–30** and beyond (subject to appropriations).

- **AB 2927 (Personal Finance):** Offer a one-semester course by **2027–28**; required for students graduating in **2030–31** and beyond.

Counselors help ensure students meet graduation requirements by developing graduation plans and conducting regular check-ins. During check-ins, counselors update students on their academic progress, including credit attainment and requirements remaining to meet graduation requirements. Each student is provided with an academic progress report. Beginning in the 2024–2025 school year, we have adopted A–G approved courses to expand college readiness opportunities for our students. As part of this effort, counselors engage students in conversations about their aspirations for higher education as they approach the high school program.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and require that students complete the same as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and require that students complete the same as a graduation requirement commencing with students graduating in the 2030-31 school year.



Attendance Policy
CICA maintains SOPs compliant with Board Policies and **EC §§ 51749.5–51749.6**. Daily engagement with assignments and synchronous instruction is tracked and retained for at least **three years**. With the approval and oversight of the District, CICA will establish and maintain attendance SOPs compliant with Board Policies and EC § s 51749.5 and 51749.6. At all times, students' daily engagement with assignments and synchronous instruction will be tracked and recorded, and the records will be maintained for a minimum of three years. The time value of all attendance awarded will be at the judgment of a certified teacher. In any instance where in-person attendance is a requirement, such as participation in CTE programs, in-person attendance will be recorded by a certified teacher, and attendance records retained for a minimum of three years.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record. The Assigned Work Record contains a record of daily engagement and documentation of the time value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar.

The Need for California Innovative Career Academy
The area covered by the Twin Rivers Unified School District has tremendous educational needs. While some of these needs were met in the past by the adult education program of Twin Rivers Unified School District, with budget cuts, most of these opportunities have gone away for those who do not have a U.S. high school diploma. This has greatly impacted student access to dropout recovery, as well as programs serving ex-offenders and immigrants. All of these groups not only have a direct need for services, but by helping them, CICA also helps the state of California by reducing welfare services, reducing recidivism, increasing the tax base, and increasing the

cohesiveness of our society.

The Need for Dropout Recovery
Research has demonstrated that within a school year, a student drops out of high school every 9 seconds in the United States (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). Further, according to the California State Legislature, "Research suggests that fewer than 70 percent of 9th grade pupils in California, and in some school districts, fewer than 50 percent, graduate from high school" (Carter, 2011).

The Need to Educate Ex-Offenders
High school dropouts are much more likely to become incarcerated, and many families in the Twin Rivers district are affected by having a family member who is an ex-offender. California Innovative Career Academy will be able to help rehabilitate these ex-offenders and provide them with real job skills. By being able to provide for their family through legal employment, children of ex-offenders will have better role models and be more likely to break the cycle of crime.

Benefits and Potential Impact on Twin Rivers Unified School District
CICA will have a positive benefit to the Twin Rivers Unified School District. Given that CICA will serve adults, no students will come from existing Twin Rivers traditional K-12 schools. Further, by educating the parents of students in the Twin Rivers traditional K-12 schools, these younger students will likely have greater academic success. By authorizing CICA as an independent charter school, Twin Rivers Unified School District will not take on any additional risks or insurance costs of the charter school.

Workforce Readiness
The Workforce Readiness program equips students with essential career skills and technical knowledge across multiple pathways, preparing them for success in the modern workforce and further education. The *Workforce Readiness* course emphasizes digital literacy, career exploration, employability skills, and professional communication, supported by practical experiences such as resume building and mock interviews.

CTE Programs
CICA is currently in the process of developing the CTE program. To grow capacity and course offerings, our CTE program is entering a redesign. During the 2025-26 school year, we are thoughtfully using labor market data, community partnerships, and teacher input to shape offerings that will set our learners up for success. The plan emphasizes clear pathways, flexible schedules, strong language supports, and meaningful work-based learning. Courses will be carefully vetted and released in phases based on sustainable capacity and resources.

CICA will have seven CTE programs in the 2025-2026 school year:
1. Culinary Arts
2. Digital Literacy and Multimedia
3. Early Childhood Education (ECE)
4. Medical Services
5. Microsoft Office Specialist (MOS) Certification
6. Personal Finance

7. Real Estate

Culinary Arts

Culinary Overview
Introductory culinary skills with emphasis on safety, sanitation, knife skills, basic cooking methods, menu planning, and kitchen teamwork.

Culinary Target Certifications
- ServSafe Food Handler (all students)
- ServSafe Manager offered where feasible and appropriate

Culinary Program Requirements
- Safety routines, lab participation, and recipe labs portfolio
- Food handler exam completion; uniform and non slip shoes for lab days

Work-based Learning
- Guest chefs, site tours, catering practice for school events, community tastings
- sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Digital Literacy and Multimedia

Digital Literacy and Multimedia Overview

Practical digital storytelling with emphasis on device basics, file management, online collaboration, visual design, audio and video basics, and portfolio building.

Digital Literacy Target Certifications

- IC3 Digital Literacy certification where available
- Adobe Certified Professional exam prep in tools such as Photoshop, Illustrator, or Premiere Pro when feasible
- School issued certificate of completion with project portfolio

Digital Literacy Progress

- Curriculum outline drafted; equipment and facility scheduling in planning with partner

Program Requirements
- Completion of project based modules and a curated digital portfolio
- Regular practice in productivity and creative apps; responsible use and digital citizenship modules

Digital Literacy Work-based learning

- School communications projects, partner briefs, social media content labs, guest designers and media professionals

Digital Literacy Progress
- Curriculum outline drafted; device and software access plan in place with partner sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Early Childhood Education (ECE)

ECE Overview

Prepares students for entry roles in preschool and childcare settings with a focus on child development, safety, learning environments, and family partnerships. Strong language support embedded for multilingual learners.

ECE Target Certifications
- Pediatric CPR and First Aid
- California Mandated Reporter Training
- California Child Development Permit pathway awareness; assistance with Assistant or Associate Teacher permit application where eligible

ECE Program Requirements
- Attendance and completion of coursework and practicum tasks
- Readiness for site requirements when applicable (background clearance, TB test, immunizations per host site; program will help students navigate)
- Portfolio with lesson snapshots, observation notes, and reflections

ECE Work-based Learning
- Classroom observations, lab hours, guest talks with site directors, optional short externship when available

ECE Progress
- Currently in the process of hiring ECE teachers
- Curriculum map drafted using English for Work and Life for integrated language routines
- Site partner list in development for observations and talks

Medical Services

Medical Services Overview

Entry-level health care skills with emphasis on patient safety, infection control, vital signs, medical terminology, front office workflows, and team communication.

Medical Services Target Certifications
- American Heart Association BLS, CPR, and First Aid
- OSHA Bloodborne Pathogens awareness

- HIPAA privacy and security training
- Where feasible and appropriate: NHA Certified Medical Administrative Assistant exam prep

Program Requirements
- Safety routines, lab skills checklists, and a skills and reflections portfolio
- Completion of required CPR and safety training; appropriate attire for lab days

Work-based Learning
- Guest talks by medical assistants and clinic managers, site tours, mock front desk scenarios, community health events

Microsoft Office Specialist (MOS) Certification Prep

MOS Overview
Hands-on prep for industry-recognized Microsoft Office Specialist exams. Focus on Word, Excel, and PowerPoint with options to extend to Outlook or Access based on student goals.

MOS Target Certifications
- Microsoft Office Specialist Associate exams (Word, Excel, PowerPoint)
- Option to pursue additional exams for Expert level where appropriate

MOS Program Requirements
- Regular practice in Office applications; completion of scenario-based projects
- Exam readiness checks; testing through a Certiport Authorized Testing Center (onsite or partner)

MOS Work-based Learning
- Real-world admin projects, resume and report formatting, data dashboards for career pathways

MOS Progress
- Two MOS CTE teacher positions posted
- Certiport testing access plan underway (site authorization or partner center)

Personal Finance

Personal Finance Overview
Practical money skills for work and life: banking, budgeting, credit, debt, insurance, taxes, benefits, and introductory investing. Currently offered; will continue within CTE to strengthen career readiness.

Personal Finance Target Certifications
- Local certificate of completion with portfolio evidence
- Optional third-party exam (for example, W!se Financial Literacy Certification) if adopted by the school

Personal Finance Program Requirements

- Completion of unit tasks and a capstone budget and benefits plan
- Demonstration of digital skills for online banking simulations and tax prep scenarios

Personal Finance Work-based Learning

- Speakers from banks and credit unions, mock benefit selection, VITA site visit when available

Personal Finance Progress

- Running now; pacing and assessments aligned to power standards are being finalized for 2025–2026
- Curriculum outline drafted; lab equipment and site visit scheduling in planning with partner clinics
- Instructor recruitment plan prepared (internal posting or partner hire)

Real Estate

Real Estate Overview

Foundations of residential real estate with emphasis on California practice and principles, ethics, property types, basic finance, contracts, and client communication.

Real Estate Target Certifications

- Preparation for the California Real Estate Salesperson license pathway
    - Completion of required coursework hours and state application steps
    - Exam readiness checks and study support

Real Estate Program Requirements

- Completion of course modules and case studies; portfolio of forms, disclosures, and client communication samples
- Attendance at exam prep sessions; Live Scan and state application guidance provided

Real Estate Work-based Learning

- Guest brokers and agents, office tours, open house observations, neighborhood property walks, mock client meetings

Real Estate Progress

- Curriculum outline drafted; broker partner interest meetings underway
- Instructor recruitment plan prepared (internal posting or partner hire)

CTE Program Accountability And Progress Indicators

- Access: enrollment by site and pathway; ELD levels served
- Engagement: attendance and weekly progress submissions
- Learning: pass rates on unit performance tasks and portfolios

- Credentials: number of certifications earned (ServSafe, MOS, CPR/First Aid, Mandated Reporter, optional personal finance cert)
- Work-based learning: hours, site visits, guest speakers, externship participation
- Placement and advancement: students moving into jobs, internships, capstone, or next-level training

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

Information about WASC accreditation can be found at CICA's website. CICA is currently WASC-accredited through June 30, 2030.

Technology
Technology is integral to academic success and workforce readiness. Given varied digital literacy levels, CICA provides structured exposure to tools (Microsoft Office, Google Classroom, web-based reading programs, tutorials) and models tech use in instruction. The IT Department (five FTE) supports teachers and students and has standardized classroom access across sites.

Equipment available upon request: Chromebooks, headphones/earbuds, projector screens.

CICA seeks to truly integrate technology into students' lives via classroom lessons, relevant examples, classwork, projects, and practical experience communicating in the modern world. Technology standards and objectives are integrated into the curriculum and are clearly defined for the teachers. Across varying sites, the teachers incorporate technology into their lessons. Teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize Google Docs, emails, etc. CICA's goal is to have all teachers using and adapting technology to accommodate the students' levels and needs.

In recent years, CICA has overcome a complex challenge with technology. Previously, not all of the students, teachers, and sites had the same level of access to technology, nor was the same level of technological access possible at all sites. The IT Department has resolved the disparity issues among classrooms, and currently, all classrooms have access to the same equipment.

Through consistent exposure to digital tools across courses and targeted instruction in digital literacy, the program ensures that students develop the technological competencies necessary for academic advancement, workplace readiness, and full participation in modern society. Technology, academic success, career goals, and social engagement are all important for students, and we believe that in order for students to be fully successful in the 21st century, they

must become digitally literate.

Student Services

CICA has the unique opportunity to work with adult learners who have faced many challenges and require both academic and personal support to successfully meet their academic and career goals. In the 2025-26 school year, the support staff was greatly reduced, and CICA continues to work to rebuild some of those services. At the time of this material revision, there is an Intervention Coordinator position being developed to support partnerships with community agencies. These agencies provide essential support well beyond what CICA can offer including dental services, food, housing support, etc.

Orientation/Student Onboarding

Student Services holds an orientation at the beginning of each year to support students in becoming fluent in the CICA system and help them make informed decisions about their academic plan. In August 2025, orientation was extended to cover new attendance requirements, a five-period bell schedule, and the Savvas curriculum.

Navigators

Dedicated staff are needed to ensure every student understands all of the services available to them. With students who speak over 39 languages, often with limited English proficiency, Navigators serve a critical role by communicating with students and providing academic and career support and access to community resources. CICA Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and travel to all campuses to present on services and programs. In June 2025, the Navigators were released from their positions. As of the writing of this material revision, HCCTS is working to rebuild the Navigator program for implementation in January of 2026.

Student Advisory Council

CICA is in the foundational stage of assembling a student advisory council. In September and October, the Chief Academic Officer will meet with students who are recommended by their teachers as possible advisory members. The first student advisory council meeting is set for mid-November and will meet quarterly. The intention for this group is to support increased agency, belonging, and leadership, as well as bring the student perspective to CICA initiatives. The quarterly meetings provide consistent opportunities for students to share their experiences, identify challenges, and contribute to solutions that enhance the educational environment for all newcomers, ultimately supporting their academic success and social-emotional well-being.

Community Partnerships

CICA serves a very high-need student population and has developed multiple partnerships with external organizations to address those needs. Since opening in the 2019-2020 school year, 13 partnerships have been established. These partnerships expand the school's reach within the community and increase student access to the tools necessary to achieve their goals. Partnership refers to a collaborative relationship between Highlands Community Charter and Technical Schools (HCCTS) and an external agency that supports students by facilitating access to essential services. These partnerships may be formalized through a Memorandum of Understanding (MOU) or remain informal and often involve the exchange of resources, services,

and information aligned with shared goals to improve student outcomes and well-being. In some cases, partnerships include agreements related to shared locations, supporting educational efforts by expanding access to instruction and services in settings where students already utilize essential resources.

These partnerships include the following organizations:

- SALAM Islamic Center
- SHRA
- La Familia Counseling Center
- CalAsian Chamber of Commerce
- Lao Family Community Development
- Department of Human Assistance
- Sacramento Employment and Training Agency (SETA)
- Mack Road Partnership

Many of these community partners provide support that is beyond the scope of CICA services. This includes connecting students to dental services, food banks, clothing, etc.

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

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

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

Plans for Specific Populations

English Learner (EL) Services and Newcomer Supports:
CICA provides comprehensive support for newcomer students and English language learners. CICA student services staff provide comprehensive orientation services to new and veteran students to support them in being able to "read their environment" and develop a fluency in navigating the CICA system. The academic supports are listed in the educational philosophy section. CICA also provides native language support when available, along with cultural transition assistance. Specialized programming for recently arrived immigrant students, including orientation to U.S. school systems, technology setup support, accelerated English

language acquisition, academic skill building, and social-emotional support to ease cultural transitions. We provide translation services and family engagement programs to support the entire family's integration into our school community. Teachers adapt content, assignments, and assessments to match students' language levels, ensuring they can access and engage with core academic material. English learners receive targeted language support embedded within subject-area instruction, allowing them to build both academic and linguistic skills simultaneously. This approach supports students in progressing toward English fluency while also earning high school credits toward graduation.

Plan for Students Who Are Academically Low Achieving
Independent Study labs allow students to complete required work in a self-paced fashion, allowing them additional time to master a subject before proceeding. Further, courses that are more set-paced will be designed to incorporate multiple modalities of learning to assist all students to success, including those who may be academically low achieving in a traditional school setting. This includes the use of more frequent one-on-one meetings and first language support to ensure content accessibility. Instructional pacing and support will be responsive to student needs, creating an inclusive environment where all learners have a pathway to mastery.

Plan for Students Who Are Academically High Achieving
Independent Study labs will allow students who are academically high-achieving to learn in an accelerated manner, so that they can complete their diplomas quickly. Because CICA serves adults aged 22 and older who do not possess a U.S. high school diploma, we often enroll immigrants with professional expertise from their home countries. For example, a student from Russia who previously worked as a doctor before immigrating to the U.S. would benefit from an accelerated rate in a life science class. The flexibility of the independent study model honors prior knowledge and experience, enabling students to move efficiently through material they already understand. This approach helps students re-enter the workforce or pursue higher education without unnecessary delays.

Students with Disabilities
Overview
As a charter school, CICA does not plan to join a Special Education Local Plan Area (SELPA) and will remain a "school of the district" for SELPA purposes. CICA will make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates serving students with disabilities, including but not limited to § 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). CICA enrolls all eligible students and provides FAPE through 504 plans and appropriate accommodations in compliance with § 504, ADA, and IDEIA**.**

IDEIA applies to children with disabilities and does not apply to adult students over the age of 21.[2] California likewise requires special education services for students until age 21. CICA integrates IDEIA compliance principles as part of its mission to provide K-12 educational opportunities to adult students according to all applicable laws.

[2] 20 U.S.C. 1412(a)(1)(A): "A free appropriate public education is available to all children with disabilities residing in the State between the ages of 3 and 21, inclusive..."

Disabled students with or without a previous IEP may request a reasonable accommodation by contacting their teacher, counselor, or administrator. CICA does not require students to provide detailed medical records to document a disability. A doctor's note or other documentation of impairment, including records of academic impairment, may support an accommodation need. Students also have the right to refuse accommodation solutions offered by the school or propose a different alternative as part of the interactive process.

Any decision to deny or grant a request for reasonable accommodation by the SST shall be made in accordance with applicable federal and state law, including IDEIA, ADA, and the California Education Code. Reasonable accommodation can include, but are not limited to, modifications to school policies, practices, or procedures; auxiliary aids for classroom learning such as transcripts, readers, or modified equipment; altered testing conditions; presence of a student's trained service animal; or other measures necessary to ensure equal access to CICA's educational programs, as required by 304 C.F.R. 104.44. CICA may deny accommodation requests by a person with a qualifying disability and documented need if the requested accommodation imposes an undue financial, operational, or administrative burden, or fundamentally alters its educational program, provided no reasonable alternative can be found to meet the student's needs.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subparagraph (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." (Ed. Code § 47605(c)(5)(B).)

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

Measurable Goals of the Educational Program

CICA (California Innovative Career Academy) was founded to serve historically disadvantaged populations. It has always served a larger than 90% socially and economically disadvantaged student population. The founding philosophy of CICA demands that it offer extensive support beyond that which would normally be available to students in a traditional high school setting and far beyond that available in CAEP settings. To that end, all support services are available to all students. This, along with the radically different makeup of the CICA student population compared to most schools, has led CICA to set its performance targets for all students rather than for traditionally designated subgroups.

Alignment with State Priorities

STATE PRIORITY #1— BASIC SERVICES The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
Subpriority A: Fully Credentialed Teachers	
Goal	100% of core teachers will hold an appropriate and valid California Teaching Credential. These teachers may be fully credentialled or hold intern or emergency credentials as is appropriate to the teaching assignment.
Method	In addition to hiring credentialed teachers CICA will support teachers in the credentialing process including obtaining Intern credentials and the completion of any necessary credentialing program.
Measurement	Initial and annual verification of core teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS Report 3.5 NCLB Core Course Section Compliance; Annual publication of the School Accountability Report Card.
Subpriority B: Access to Standards Aligned Instructional Materials	
Goal	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in the charter petition.
Method	All instructional materials will be assessed for alignment with state common core standards, CASAS standards and ELP objectives.
Measurement	Executive Director or designee will review all instructional materials before purchase pursuant to E.C. § 60119.

STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
Subpriority A: Implementation of Standards	
Goal	At CICA 100% of core academic classrooms will offer curriculum aligned to common core state standards.
Method	Offer a wide range of standards-aligned materials to ensure teachers have access to diverse standards-aligned methods and modalities and individual student needs can be met through access to multiple aligned curricula.

Measurement	Engagement with curricula will be tracked for engagement and impact and assessed by the Executive Director, Senior Director of Instruction, Curriculum Coordinator or other designee.
Subpriority B: EL Student Access to Academic Content	
Goal	100% of English Language Learners will gain academic content knowledge through implementation of Common Core State Standards.
Method	EL students will be offered differentiated instruction in contexts integrating Common Core State Standards with ELP objectives such as English for Work and Life and EL Civics courses.
Measurement	Student progress will be measured through course completion, level exit tests, EL Civics tests and applicable state testing including CAASPP and CAST.
Subpriority C: EL Students and English Language Proficiency	
Goal	100% of English Language Learners will make measurable progress towards English language proficiency.
Method	EL students participate in English Language Arts/Literacy instruction with appropriate in-class instructional support which includes structured English language development, small group teacher support, paraeducator support, and usage of SDAIE strategies.
Measurement	The school will track annual metrics including the rate of redesignation from Intermediate ESL to Adult Basic Education, measurable skills gains, and CASAS reading gains.

STATE PRIORITY #3— Educational partner involvement. State priority 3 references parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation. However as all CICA students are 22 years and over CICA will focus instead on engaging the feedback of educational partners including but not limited to students and community partners.	
Subpriority A: Educational partner engagement	
Goal	Promote student involvement in setting schoolwide priorities and implementing academic programs and student services through hosting at least five educational partner events.
Method	Engage students in community partner events to solicit and gather student feedback.
Measurement	Student feedback will be recorded, collated, and analyzed by CICA staff

	incorporating both qualitative and qualitative methodologies. Student feedback will be incorporated into the annual LCAP.
Subpriority B: Student Participation	
Goal	Survey students in 10 more languages to promote engagement with school culture and receive actionable quantitative feedback, with at least 50% student participation.
Method	Each year CICA will circulate a student satisfaction survey.The survey will be made available in not less than the 5 most widely spoken languages among the student population.
Measurement	CICA will track the number and percentage of students participating in the survey. Before and after each survey period CICA staff will discuss and implement strategies to increase student participation.
Subpriority C: Community Partner Engagement	
Goal	Maximize the opportunity for CICA students and staff to meaningfully engage with community partners by hosting at least 5 events accessible to CICA students remotely (i.e. through Zoom).
Method	Community partner events will be held throughout the year including job fairs, immigrant resource presentations, Know Your Rights presentations from local agencies, and cultural events celebrating diverse student backgrounds.
Measurement	All community partner events will be assessed for engagement and impact including number of students engaged. This will be documented in the LCAP.

STATE PRIORITY 4: Student Achievement Academic Achievement Metrics, performance on standardized tests, progress of English Language Learners	
Subpriority A: Academic Achievement Metrics	
Goal	Schoolwide academic achievement metrics will meet targets as agreed upon with our Authorizer as quantified below in CICA Academic Achievement Metrics.
Method	All CICA students take regular CASAS tests every 6-8 weeks. All 12th grade students have regular meetings scheduled with counselors and are provided a personalized graduation plan to ensure they graduate within the same program year as admission to the 12th grade.
Measurement	All Academic Achievement measurements are reported to the Authorizer

	yearly in an annual report.
Subpriority B: Standardized Tests (SBAC)	
Goal	Implement two mandatory trainings on Smarter Balanced assessment for teachers and paraeducators.
Method	CICA will begin implementation of Smarter Balanced (SBAC) for 11th grade in the 2025-2026 school year. The designated LEA CAASPP coordinator will coordinate training and implementation.
Measurement	The designated LEA CAASPP coordinator will report CAASPP results to CICA and TRUSD.
Subpriority C: Progress of English Language Learners	
Goal	English Language Learners will see consistent growth including average CASAS Reading STEPS gains of 2 points or greater per program year and Measurable Skills Gains as reported to NRS meeting or exceeding the state average.
Method	CASAS tests will be taken by all students every 8 weeks at a minimum, the percentage of students with pre and post test scores will meet or exceed 55%.
Measurement	The CASAS coordinator will review monthly progress reports

STATE PRIORITY #5— STUDENT ENGAGEMENT Pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates	
Subpriority A: Student Attendance Rates	
Goal	CICA will ensure an 80% attendance rate.
Method	Attendance with sufficient academic progress will be a requirement of continued enrollment at CICA. Students not meeting requirements will receive academic support and intervention.
Measurement	Monthly, quarterly and annual attendance reports, Periodic attendance rates will be visualized in Schoolytics.
Subpriority B: Chronic Absenteeism	
Goal	CICA will reduce chronic absenteeism by 5% yearly.

Method	CICA will enforce mandatory attendance policies designed to promote attendance. See the attendance SOP attached in the appendix.
Measurement	As reported in Dataquest.
Subpriority C: Graduation Rates	
Goal	The CICA DASS 1-Year graduation rate will meet or exceed 20%
Method	All CICA 12th graders will be prepared for graduation with personalized graduation plans and extensive academic and counseling support.
Measurement	The reported number of graduates in CALPADS will be compared against the enrolled population of 12th grade students with business rules as supplied by California Dashboard.

STATE PRIORITY #6— SCHOOL CLIMATE School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
Subpriority A: Pupil Suspension Rates	
Goal	CICA will maintain a suspension rate of less than 2%
Method	CICA will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	CALPADS data
Subpriority B: Pupil Expulsion Rates	
Goal	CICA will maintain an expulsion rate of less than 2%
Method	CICA will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	CALPADS data
Subpriority C: School Climate	
Goal	CICA will ensure 90% of enrolled students respond to the student climate survey.
Method	As part of CICA community partner engagement, the yearly student climate surveys will be distributed to all students by teachers. Teachers will be trained on the survey and participation incentivized.

Measurement	The accountability department will collate and analyze student survey results and present the results to the HCCTS Board of Directors.

STATE PRIORITY #7— COURSE ACCESS The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 9-12: English, social sciences, science, mathematics, visual and performing arts, applied arts, and career technical education.	
Goal	100% of students will have access to all content areas. As a school with many credit recovery students, not all students will be enrolled in all subjects, however all students will have access to the courses needed to graduate high school with a broad course of study.
Method	CICA students with limited English proficiency are enrolled in classes with designated English support which offer integrated access to all content areas.
Measurement	Yearly review of course outlines, descriptions, ELP objectives, and EL Civics content areas.

STATE PRIORITY #8— Pupil Outcomes	
Subpriority A: English	
Goal	All students will demonstrate an increase in proficiency in English Language Arts/Literacy
Method	All English learners will receive English language instruction integrated with ELA standards. All English proficient high school students will demonstrate mastery through course completion. All students will receive regular CASAS reading testing
Measurement	Average CASAS reading tests will meet or exceed 2 points per program year. Yearly the program will meet or exceed California state targets for Measurable Skills Gains.
Subpriority B: Social Science	
Goal	All English language learners will participate in Civics education.
Method	Students will take 3 yearly EL Civics Civics exams.
Measurement	The school will maintain an 85% passing rate for Civics exams.

Subpriority C: Mathematics	
Goal	All students enrolled in Mathematics will make measurable progress.
Method	Math students will receive pre and post CASAS testing to evaluate the effectiveness of the program.
Measurement	All math students will meet or exceed a 2% CASAS Math Goals gain on average.

Determining Academic Standing (Grade Level)
Upon admission to CICA, a student's grade level is determined based on the evaluation of transcripts of any previous schooling. Students enroll with a very wide variety of educational attainment, academic skills, credits, and English language proficiency. Students are placed in grade levels based on credit attainment.

Grade Level	
Grade 9	0-49 credits
Grade 10	50-99 credits
Grade 11 (proposed addition)	100-149 credits
Grade 12	150-200 Credits

Assessment
CICA uses a variety of formative and summative assessments to evaluate our students. During enrollment, students participate in placement testing to determine English proficiency, including CASAS testing. Students participate in content knowledge and skills-based assessments in their lessons. CASAS assessments are administered to all students every six to eight weeks. EL Civics assessments are administered each term.

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

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

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
English Language Proficiency Progress	Internally developed ESL Level placement / exit test	At Enrollment, End of Term
EL Civics Assessments	CASAS approved assessment plans (COAAPS)	Three times each year in the following months: November, March, June
High School Content Mastery	Course assessments and course grades Savvas imbedded assessments	At the end of every high school course Savvas: mid-unit assessments; formal and informal evaluations
ELA and Math Achievement	Smarter Balanced (CAASPP) Savvas imbedded assessments	CAASPP: Once in grade 11. Savvas: mid-unit assessments; formal and informal evaluations
Science Achievement	CAST Savvas imbedded assessments	Once in high school grades 10 or 12. Savvas: mid-unit assessments; formal and informal evaluations

English Language Proficiency Placement
CICA assesses all students as part of the enrollment process through CASAS testing to establish a baseline for academic achievement. Additionally, students of limited English proficiency will participate in an English Learner Assessment (ELA) placement test to determine English proficiency.

State Testing
In compliance with California Education Code requirements, CICA will offer the CAASPP Smarter Balanced Assessments Consortium (SBAC) to all students in 11th grade. CICA also offers California Science Tests (CAST) to all 12th-grade students who have not previously taken the science test in high school. Testing will be coordinated by the Assessment Coordinator with academic staff and test proctors. Because CAASPP testing is new to CICA, the determination of the details of testing windows and procedures will be an ongoing process by academic and assessment staff.

Student Growth
CICA uses the Comprehensive Adult Student Assessment System (CASAS), a competency-based adult assessment program validated by the U.S. Department of Education for use in adult education. While CICA is a K-12 institution, there are few assessment programs

designed to evaluate the growth of adult students. Consequently, CASAS is an essential tool for the evaluation of student progress at CICA. The test series used by CICA is listed below.

Test Series
CASAS Reading STEPS
CASAS Listening STEPS
CASAS Reading GOALS 2
CASAS Math GOALS 2

Students receive CASAS testing every 7 weeks. Testing is conducted via a kiosk application installed on CICA chromebooks. Testing can only occur in a proctored environment and is conducted by test proctors or teachers.

All students receive CASAS reading tests. CASAS Math assessments are administered to all students enrolled in math courses to evaluate the effectiveness of the instruction they receive.

Schoolwide CASAS outcomes include average point gain, measurable skills gains, and pre and post testing rates. Below are the average point gains for the previous three program years.

Average Point Gain per Program Year			
	2022-2023	**2023-2024**	**2024-2025**
ELL			
CASAS Reading	5.8	3.9	6.2
CASAS Listening	8.4	4.7	6.2
ABE			
CASAS Reading	5.0	4.9	5.6
CASAS Math	2.5	4.9	6.4

The data shows consistent improvement in student outcomes. particularly in the 2024–2025 school year. For ELL students, both CASAS Reading and Listening scores rebounded after a dip in 2023–2024, each rising to 6.2 points—the highest gains observed over the three-year span—indicating renewed effectiveness in language instruction. In the HS program, CASAS Math scores saw the most notable growth, more than doubling from 4.9 to 6.4, which suggests that recent changes in math curriculum or support have had a strong impact. ABE Reading scores also increased steadily, climbing each year from 5.0 to 5.6, pointing to sustained literacy development. These trends highlight encouraging progress in both foundational literacy and numeracy across programs.

Measurable skills gains represent the number of students progressing in an Educational Functioning Level as defined by the National Reporting System (NRS), the federal accountability system. Measurable skills gains are an important indicator of both English language and academic progress.

Percentage of students with pre and post test achieving a measurable skills gain				
ESL Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	65.00%	78.90%	71.76%
	CA State target	30.50%	34.00%	TBD
Level 2	Achieved	58.33%	84.55%	84.52%
	CA State target	30.50%	40.00%	TBD
Level 3	Achieved	53.49%	77.53%	82.19%
	CA State target	34.50%	37.00%	TBD
Level 4	Achieved	61.67%	68.36%	78.18%
	CA State target	30.50%	34.50%	TBD
Level 5	Achieved	58.62%	75.10%	76.24%
	CA State target	31.50%	34.50%	TBD
Level 6	Achieved	0%	75.34%	58.70%
	CA State target	21.50%	25.00%	TBD

Percentage of students with pre and post test achieving a measurable skills gain				
ABE Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	85.71%	65.22%	76.47%
	CA State target	40.00%	44.00%	TBD
Level 2	Achieved	58.33%	63.21%	70.93%
	CA State target	42.50%	44.00%	TBD
Level 3	Achieved	53.49%	55.56%	63.76%
	CA State target	38.00%	43.00%	TBD
Level 4	Achieved	61.67%	64.41%	75.47%
	CA State target	40.50%	43.00%	TBD
Level 5	Achieved	58.62%	54.19%	59.18%
	CA State target	35.50%	42.00%	TBD
Level 6	Achieved	0%	0%	21.33%
	CA State target	36.50%	43.50%	TBD

CICA Measurable Skills Gain for all learners compared to state average

	2022-2023	2023-2024	2024-2025
CICA	68.9%	69.8%	73.0%
CA State Average	44.36%	44.8%	TBD

CASAS pre and post tests are essential for measuring student progress but also serve as an important measure of student engagement.

Percentage of Learners with Pre and Post CASAS Test		
2022-2023	2023-2024	2024-2025
57%	66%	71%

The data above reflects a clear upward trend in the percentage of students who received both a pre- and post-test over the past three years. In 2022–2023, 57% of students received both tests. This increased to 66% in 2023–2024 and rose again to 71% in 2024–2025. This steady improvement demonstrates CICA's growing commitment to data-driven instruction and collective efforts to ensure more students are assessed consistently, allowing CICA to better capture and respond to their academic development.

Teachers, counselors, and proctors at CICA work diligently to ensure that all students complete both the CASAS pre- and post-tests; however, reaching 100% participation remains a challenge. To address this, CICA is implementing several strategic measures, including hiring additional proctors, expanding staff training, purchasing more laptops to support testing, and developing a more structured and comprehensive testing schedule. Additionally, the recent hiring (August 2024) of a dedicated CASAS Coordinator has provided focused leadership to further strengthen the assessment processes. Through these efforts, CICA is committed to increasing the percentage of students completing both assessments in the coming years.

EL Civics Civic Objective and Additional Assessment Plan Data (COAAP)

Integrated English Literacy and Civics (IELCE/EL Civics) programs provide English learners with literacy instruction while developing the civic knowledge and workforce skills needed to participate fully in U.S. society. Assessments are developed according to COAAPs supplied by CASAS and reported to the state via TOPSpro Enterprise.

For the past five years, CICA administered EL Civics assessments through Google Forms, collating results via automated Google API scripts. While cost-effective, this approach became unsustainable as the dataset expanded. In 2025, CICA piloted the use of Edcite, which streamlined reporting, improved assessment quality, and enabled more detailed tracking of student outcomes.

Program Data

Results from the past two program years demonstrate both the scale of participation and consistently strong pass rates:

- 2023–24: Students attempted 1,455 assessments, with 1,045 passes (72% pass rate). Themes included Employment, Personal Finance, and DMV readiness.
- 2024–25: Participation expanded significantly, with 2,837 assessments attempted and 2,027 passes (71% pass rate). Themes included Employment, Health and Nutrition, and Education.

These results indicate both growth in student participation and stable success rates, demonstrating that English learners are not only engaging in EL Civics instruction but are mastering key competencies in employment readiness, financial literacy, health, and civic education. The expansion from 1,455 to 2,837 attempted assessments in just one year reflects increased system capacity, improved reporting structures, and the successful adoption of Edcite as a platform.

EL Civics Assessment Data				
Program Year	**Theme**	**COAAP #**	**Attempted Assessments**	**Passed Assessments**
2023-2024	Employment	33.9	176	156
2023-2024	Personal Finance	1.8	633	394
2023-2024	DMV	12.7	646	495
2023-2024	Total		1455	1045
2024-2025	Employment	33.8	940	628
2024-2025	Health and Nutrition	46.7	1158	854
2024-2025	Education	13.6	545	739
2024-2025	Total		2837	2027

High School Graduation

Graduation is the most powerful marker of student success at CICA. For our adult learners, graduation is more than a diploma—it represents years of determination, resilience, and perseverance in the face of significant challenges. Many students have overcome interrupted education, displacement, language barriers, and personal hardships to reach this milestone. At CICA, graduation is treated as a holiday: a joyful celebration for students, families, and staff alike.

Because its students complete credits throughout the year, CICA offers multiple graduation ceremonies annually—in both summer and winter—so every student has the opportunity to

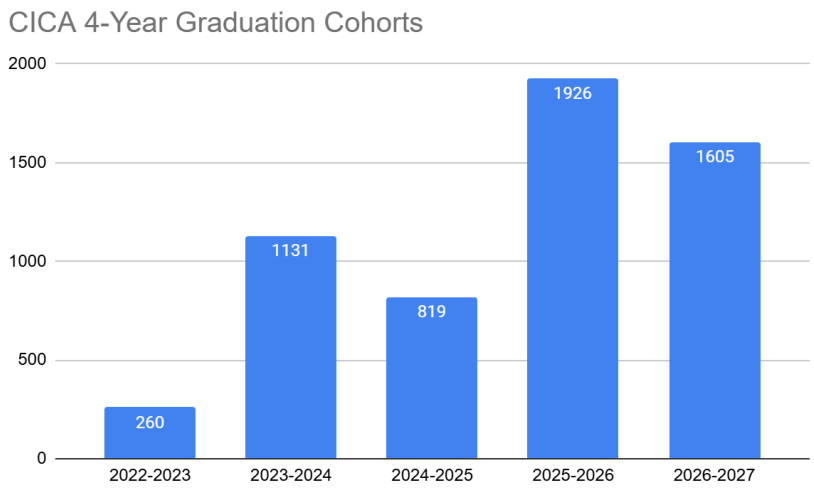
"walk the stage" in front of their community. Each year, the ceremony has grown in size and prominence, with venues expanding to accommodate the increasing number of graduates.

CICA Cohort Graduation

CICA faces unique challenges in relation to traditional 4- and 5-year cohort graduation rates. Before 2021, English learners were designated as primary students in grades 1–2. In 2020–21, all CICA students were redesignated as high school students to better reflect their adult status. This redesignation dramatically increased the size of the 4-year cohort, even though over 80% of entering students began with limited secondary education skills and required extended time in grade 9 to develop English and academic foundations.

Conversely, some students—such as immigrants arriving with stronger English proficiency and prior academic backgrounds—graduate much more quickly. For example, Winter 2025 graduates averaged 2.5 years of enrollment, well outside the traditional 4-year window. These dynamics lead to artificially low cohort rates that do not accurately represent student success.

The chart below illustrates these complexities:



CICA 4-Year Cohorts: While the 4-year cohort count grew from 260 (2022–23) to 1,605 projected in 2026–27, only a fraction of actual graduates appear in these rates. In 2024–25, for instance, just 76 of 300+ graduates were captured in the 4-year outcome.

CICA 1-Year Graduation Rate

To better reflect the reality of adult education, CICA also tracks and reports the 1-Year DASS Graduation Rate, which measures the percentage of 12th graders completing a diploma within the same program year.

- Growth: The 1-year rate nearly doubled in 2024–25, reaching 43.2%, compared to 22.6% in 2023–24.

- Raw Numbers: Graduates reported in CICA's LCAP also increased steadily from 200 (2022–23) to 323 (2024–25).

CICA students must work to overcome a wide variety of barriers to participate in education and achieve academic success. An adult learner is engaged with responsibilities and demands that pay no respect to their academic journey, making them inherently at very high risk of not completing their education. In every sense, these are alternative students. In recognition, CICA continues to track and report the 1-year graduation rate. The 1-Year graduation rate is calculated as follows:

$$\frac{\text{\# graduates as reported in CALPADS - (all students without 90 days cumulative enrollment)}}{\text{All students enrolled in 12th grade for the program year - (all students without 90 days cumulative enrollment)}}$$

This metric, combined with raw graduate counts, provides a more accurate picture of CICA's impact, capturing the success of students who accelerate or extend their time beyond traditional cohorts. The upward trend in both rate and number of graduates demonstrates the effectiveness of CICA's academic model and support systems.

2022-2023	2023-2024	2024-2025
23.5%	22.6%	43.2%

ELL Level Progress
English Language learners progress through courses designed to advance their English Language skills while allowing them to engage with increasingly in-depth standards-aligned content.

Graduation outcomes are directly tied to English Learner advancement. Reaching Level 3 (Intermediate) in ELD marks a pivotal milestone: students transition into the full high school program, where they engage with core academic standards while continuing to receive integrated English language support. This bridge ensures that English acquisition and diploma attainment are inseparable parts of student success.

Alternative School Status

CICA is fully accountable to the California Department of Education (CDE) to ensure that students meet state standards. California adopted the Local Control Funding Formula (LCFF) in 2013, creating the California School Dashboard to monitor performance across schools. However, these traditional accountability measures were designed for K–12 systems and often fail to capture the unique realities of adult and alternative learners.

To address this gap, the CDE created the Dashboard Alternative School Status (DASS) system, which provides alternative schools with more appropriate accountability metrics. When CICA opened its main hub in Sacramento in August 2019, it adopted DASS and has consistently complied with its requirements. In November 2024, CICA worked with Twin Rivers Unified to finalize a set of DASS-aligned metrics. While CICA was notified in December 2025 that it would lose official DASS status, the school remains deeply committed to accountability. We continue to track these measures internally—now reported as CICA Academic Achievement Metrics—to ensure transparency, rigor, and continuous improvement.

CICA Academic Achievement Metrics
Academic Achievement
ESL
1. The percentage of CICA English Language learners with a pre and post-test achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).
ABE
1. The percentage of CICA high school learners with a pre and post-test, achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).

Academic Improvement
ESL
1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at CICA enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.

Academic Improvement
2. The percentage of CICA English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.
ABE
1. The average CASAS Reading Gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The 1-year Graduation Rate for CICA learners will meet or exceed 20% as reported in California School Dashboard.

Student Engagement
All Levels
1. The percentage of CICA students with a CASAS pre and post-test will meet or exceed 55% as measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE
ABE
1. The percentage of 12th grade CICA high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of CICA high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

Teacher-Designed Formative Assessments

CICA teachers employ a wide range of **informal and formative assessment strategies** to monitor student learning and ensure mastery across subjects, including reading and vocabulary, writing and grammar, speaking and pronunciation, listening, digital literacy, mathematics and consumer economics, science, history/social science, government and law, health, and independent living.

Formative assessments are integrated into daily instruction and provide timely feedback to guide both teaching and learning. Common tools include:

- Benchmark assessments to measure progress against standards
- Oral and multimedia presentations to assess communication and digital skills
- Written assignments such as journals, essays, research projects, and book reports
- Performance-based tasks, including independent projects, portfolios, and demonstrations
- Traditional measures such as tests, quizzes, grammar diagnostics, and comprehension checks
- Daily learning artifacts such as homework, workbook activities, and applied practice

Through this comprehensive approach, teachers are able to monitor progress continuously, adjust instruction responsively, and ensure that students are building the knowledge and skills required for academic advancement and real-world success.

Grading and Progress Reporting Systems

CICA maintains a rigorous and transparent grading and reporting system designed to hold students to high standards while providing multiple opportunities for mastery. The school uses a traditional A–F grading scale, with GPA points assigned as follows: A = 4.0, B = 3.0, C = 2.0, D = 1.0, and F = 0.0. Although teachers may add plus or minus designations, these do not alter the GPA value. To ensure deep learning and persistence, CICA requires that students earn at least a "B" (80%) or higher to receive credit for a course. Students who earn below a "B" must revise or redo work and demonstrate mastery before credit is awarded.

Grades are issued at multiple points—upon course completion, partial completions, or at the end of the term—ensuring timely feedback to students and counselors. In addition to letter grades, teachers provide narrative feedback and individualized support, fostering a growth mindset and continuous improvement.

Evaluation Methods

CICA uses a multi-method evaluation system to measure whether students meet academic expectations and mastery standards. Methods include:

- Teacher-designed assessments (benchmarks, unit tests, projects, and presentations)
- Student self-assessments and reflection
- Publisher-embedded assessments (e.g., Savvas, Burlington English, CASAS-aligned resources)
- Portfolios of student work (writing samples, research projects, digital artifacts)

High school course completion is directly tied to end-of-unit and end-of-course assessments, with a minimum passing threshold of 80%. This ensures both rigor and consistency across the curriculum.

Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data
CICA uses assessment data in four primary ways. First, assessment serves as a diagnostic tool to identify content areas a student has not yet mastered. This allows instructional staff to gain a clear understanding of each student's gaps in content knowledge and skill development, enabling targeted intervention and personalized instruction.

Second, aggregated student learning data are used to evaluate overall school performance. A dedicated team of professionals at CICA analyzes a broad range of academic indicators, including enrollment trends, placement assessments, demographic data, CASAS assessments and gains, course grades, graduation rates, and student retention. By examining student outcomes over time, the school is able to assess performance by teacher, course, program, and schoolwide, and compare results to those of similar institutions.

Third, assessment data informs decisions regarding student progression and formal recognition, such as level completion, graduation, licensure, or certification.

Finally, assessments are used to identify students who may be underperforming relative to their peer group, prompting review of placement and potential intervention supports. In cases where a student is not adequately progressing in a course, reassignment to a remedial course or additional instructional support from teachers, paraeducators, or specialists may be required to ensure the student is able to complete course materials and meet academic expectations.

This cycle is led by the Instructional Leadership Team (ILT) and supported by counselors, paraeducators, and assessment staff, ensuring that data directly shape instruction and student support.

Retention
CICA addresses student retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagement systems coordinate efforts to strengthen two-way communication between students and the school. Retention is supported by a team of professionals, including counselors and academic staff. This collaborative approach enhances student relationships and contributes to increased achievement and retention.

Program Audit
CICA provides TRUSD with a comprehensive annual performance report that includes, at a minimum, the following data:

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

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

Local Control and Accountability Plan (LCAP)
CICA develops its Local Control Accountability Plan (LCAP) in accordance with the template adopted by the State Board of Education. The LCAP serves as the school's comprehensive planning and accountability tool, integrating academic goals, fiscal priorities, and stakeholder input. Previous to the adoption of a state board template, CICA will follow the basic methods used for the School Accountability Report Card. The plan includes measurable pupil outcomes aligned to the state priorities outlined in California Education Code § 52060(d), as well as local priorities identified by CICA to address the specific needs of adult learners. These priorities encompass academic achievement, student engagement, school climate, access to a broad course of study, and workforce readiness. The LCAP is updated annually through a collaborative process that engages students, staff, and community partners. Each year, CICA presents both the annual update to the LCAP and the Local Control Funding Formula (LCFF) budget overview for parents at a public meeting of the Board of Directors, no later than February 28. This presentation ensures transparency, provides opportunities for feedback, and demonstrates the school's commitment to continuous improvement and fiscal responsibility.

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Element B Measurable Student Outcomes and Element C Student Progress Measurements



Element D Governance

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

California Innovative Career Academy (CICA) operates as a directly funded independent charter school under Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation, in compliance with applicable California law and federal law. CICA commits to maintaining its nonprofit status in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board"), which is the governing authority for CICA and is ultimately responsible for ensuring that the school remains faithful to its mission, operates in compliance with its charter, and maintains fiscal viability. The Board functions in accordance with its bylaws, California nonprofit law, and applicable provisions of the Education Code. While the Board maintains fiduciary responsibility and ultimate decision-making authority, it delegates day-to-day management to CICA's Executive Leadership Team.

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

Governance Procedures and Operations

Meeting Requirements and Procedures

All meetings of the CICA Board of Directors are conducted in full compliance with the Ralph M. Brown Act and Education Code § 47604.1(c). Meetings are open to the public, and each agenda includes an opportunity for community input regarding the California Innovative Career Academy.

Agendas are posted prominently at the school's main office and on the CICA website at least 72 hours in advance of regular meetings and 24 hours in advance of special meetings. Emergency meetings may be called without standard notice when immediate action is required, consistent with the Brown Act.

Meetings are held at the principal office of CICA or at other publicly accessible, non-discriminatory locations within California as designated by Board resolution or meeting notice. Teleconferencing is permitted, provided that the public may attend from all listed

locations and all votes are conducted by roll call. Pursuant to AB 2449 (effective through January 1, 2026), Board members may also participate remotely under specific conditions without disclosing their physical location, provided public access requirements are maintained.

Approved minutes are posted to the CICA website within 72 hours and are made available to the public upon request. The Board meets regularly—typically monthly during the school year—and adopts an annual calendar of meetings, with adjustments made as needed to accommodate holidays or other scheduling conflicts.

Decision-Making Procedures

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

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

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

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

Board Composition and Membership

Board of Directors

<u>Sharon Rocco (Corporate Vice-President)</u>



Sharon Rocco was born in Oregon and moved to California in 1959. In 1967, Rocco moved to Manila, Republic of the Philippines, and graduated high school from Brent Episcopalian Boarding School in Baguio City. In 1969, she returned to Sacramento, California and completed college at California State University, Sacramento with a

Bachelor's degree in Social Work and Corrections. Sharon began her career in 1975 with the California Department of Corrections as a Parole Agent and served both in rank and file and administrative positions until she retired in 2005. Sharon was elected to Highlands Community Charter and Technical Schools' Board of Directors in July 2015.

Mary DeChance (Corporate Treasurer)



Mary DeChance is an educational leader who began her career as a Resource Specialist and later made meaningful impacts as a Principal, District Director of Special Education, District Director and Interim Coordinator for Early Childhood Education. Mary most recently was Faculty Lead at National University serving from 2005 until her retirement in 2016. Mary holds a BA in Behavioral Science and a Master's Degree in Special Education from the National University. Mary was appointed to the Highlands Community Charter and Technical Schools board in November 2020 where she will be a welcome addition to the nine-person board.

Mike Reid (Corporate President)



Mike Reid is a Board Member for Highlands Community Charter and Technical Schools. He has been an educator for over 38 years and has served in various roles throughout his career, including teacher, Vice-Principal, Principal, and Schools Superintendent. He has had the opportunity to assist and be recognized for three California Distinguished Schools.

His work in charter schools spans over nine years, during which he oversaw the development of a new charter school and served as the Learning Analyst for another. He also served as a consultant for the state of Hawaii for nearly three years, focusing on school academic improvement.

Board Member Selection Process
The Board of Directors shall consist of a minimum of three and a maximum of eight members; however, following the resignation of any director serving as of September 20, 2024, the maximum number of members shall be reduced to seven. To mitigate the occurrence of tie votes, the Board endeavors to maintain an odd number of members. Furthermore, school districts or county offices authorized to oversee HCCTS schools are entitled to appoint one voting representative to the Board.

Candidates for Board membership are sought from diverse professional backgrounds, including education, finance, law, public policy, human resources, and community leadership. Ideal candidates demonstrate alignment with CICA's mission, a commitment to its success, and the ability to provide expertise or resources in support of the school.

People who work for the school (or have close family ties to someone who does) cannot serve on the Board. Each director serves a 3-year term and stays in the role until a new director is chosen. If a director leaves—due to resignation, death, legal issues, or missing three meetings—the Board can fill that spot by majority vote. Chartering authorities can fill or remove their own representatives.

In accordance with Education Code § 47604.2(b)(2), the Board may, upon receipt of a qualifying petition, choose to include at least one student member. If appointed, the student member may be granted preferential voting rights as provided by law.

Board members may resign at any time by submitting written notice. However, no resignation shall be effective if it would reduce the Board below the minimum required membership, unless the Attorney General is notified. Should a vacancy arise due to resignation, death, legal disqualification, or failure to attend three consecutive meetings, the Board may fill the position by majority vote. Chartering authorities retain the right to appoint or remove their own representatives. Reductions in the Board's authorized size will not prematurely terminate current directors' terms.

CICA will not make contracts or approve actions where a director or key employee have a potential financial interest in the contract or action that precludes CICA from approving the same pursuant to Section 1090, the PRA, or other statutory, regulatory, or common law preclusions of conflicts of interest. It also will not loan money or property to any director or officer, except it can advance money for work-related expenses that will be reimbursed. Lastly, CICA promises to protect and cover legal costs or damages for its directors, officers, employees, and certain others if they face lawsuits or legal actions related to their role, as allowed by law. If someone asks for this protection, the Board will quickly decide if they qualify and approve it if they do.

Officers of the Corporation: Roles, Responsibilities, and Appointments
The Corporation is required to have a Chair of the Board, President, Secretary, and Treasurer, with the option to appoint additional officers as needed. Officers are appointed by the Board, report to the Board, and may have duties outlined in employment contracts. One person can hold multiple officer roles, except that the same person cannot be both Chair/President and Secretary/Treasurer. Officers may be removed by the Board or resign with written notice. Vacancies are filled following the same process as original appointments. The Chair leads Board meetings; the Vice-Chair fills in when the Chair is absent. The President (also called Executive Director) manages the Corporation's daily operations. The Secretary keeps records of Board meetings and official documents, while the Treasurer manages the Corporation's finances, provides reports, and may be required to give a bond to ensure proper handling of funds.

All Board Members are required to complete annual training in the Brown Act, conflict of interest compliance, sexual harassment prevention, mandated reporting, and any other state-mandated governance trainings. This ensures that directors remain fully informed of their legal responsibilities, ethical obligations, and best practices for charter school governance.

Roles of the Board
The Board of Directors is responsible for managing the Corporation's activities and has the authority to make key decisions. This includes hiring and removing staff, setting their duties and pay, relocating offices, operating in or outside California, borrowing money, using a corporate seal, and seeking outside funding to support and expand the organization's services. All actions must follow applicable laws and the Corporation's governing documents. For more information, see the bylaws in the appendix.

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

Executive Leadership

The Executive Leadership Team at California Innovative Career Academy (CICA) provides the vision, expertise, and operational management necessary to sustain a high-quality learning environment that advances student achievement. Working under the authority of the Board of Directors, the Executive Cabinet—which includes the Executive Director, Deputy Directors, Director of Executive Services, Chief Business Officer, Director of Accountability and Assessment, and Director of Human Resources—oversees the development, implementation, and continuous evaluation of the school's core systems and policies.

The Cabinet is responsible for ensuring excellence across all operational and instructional domains, including finance, assessment, curriculum and instruction, facilities, human resources, compliance, and organizational accountability. Through collaborative leadership and data-driven decision-making, the Executive Leadership Team ensures that CICA remains faithful to its mission, responsive to student and community needs, and aligned with state and federal accountability requirements.

Governance Structure

CICA affirms that its Board of Directors serves as the sole governing authority of the Charter School. The Board holds ultimate responsibility for the governance and oversight of CICA, with each member carrying a fiduciary duty to safeguard the long-term success and sustainability of the organization. The Board is charged with addressing all major governance and operational matters in accordance with applicable laws, Board policies, and the terms of the Charter. Key responsibilities include overseeing the school's financial health, ensuring proper expenditure and accountability of public funds, establishing general and curriculum-related policies, approving and monitoring the annual budget and financial procedures, and engaging in strategic planning and fundraising efforts. The Board is also responsible for the selection, evaluation, and, if necessary, dismissal of the Executive Director, as well as the approval and oversight of personnel

policies. In addition, the Board works to build broad-based support and strategic partnerships that further the mission of the school. To fulfill its oversight role, the Board meets regularly to review academic and operational data, financial reports, and compliance documentation. Through these processes, it ensures alignment with the school's mission, holds leadership accountable, and monitors key performance indicators to drive continuous improvement.

CICA has adopted a conflict of interest code that complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school-specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, CICA's Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to Government Code section 1090 and the Political Reform Act. The Board further acknowledges and abides by governance requirements under the Brown Act, Public Records Act, and other applicable state laws. The responsibilities of the CICA Board as further outlined in the Bylaws include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the CICA's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law, such as the Public Records Act, and policies such as the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety, and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with the Executive Director to set goals.
- Enact policies to support the successful operation of CICA.
- Attend ethics training (AB 2158).

Board Committees
To deepen partner input into governance, the Board of Directors may form standing or ad hoc committees, in accordance with bylaws and applicable law. Committees may include representatives from staff, students, or community partners where appropriate, ensuring the school's governance remains inclusive and mission-aligned.

Educational Partner Involvement

Educational Partner Involvement Plan and Process
CICA affirms that the perspectives of students, staff, and community partners are essential to strong governance and continuous improvement. As an adult-serving charter school, student voice is central to shaping program design and school culture. The Board and leadership team actively solicit, value, and incorporate feedback from educational partners to ensure decisions remain responsive to the needs of CICA's diverse learning community.

As part of its continuous improvement efforts, California Innovative Career Academy (CICA) conducts Educational Partner (EdPartner) events throughout the year, beginning each fall with the distribution of staff and student climate surveys. Starting in the 2024–2025 school year, both surveys are administered via SurveyMonkey to enhance anonymity and encourage honest, constructive feedback.

The staff survey is distributed first and has seen steadily increasing participation, with 346 CICA staff and 13 Equity Initiatives staff responding in 2024–2025—up from 223 respondents the previous year—resulting in a participation rate of 92.76%. The survey includes questions across several key areas: mission, vision, and schoolwide goals; communication and leadership; workplace culture and environment; onboarding and support; compensation and benefits; digital tools and technology; professional development and growth; and curriculum and instruction. These categories are designed to assess organizational strengths and identify areas for growth. Survey results are presented to the HCCTS Board of Directors and shared with all staff through infographic posters displayed at every school site to promote transparency and engagement.

The student climate surveys are sent out to all students in eleven different language options. In the 2024-2025 school year, the survey was hosted on Survey Monkey which allowed for ease of use for students as well. Teachers are encouraged to have their students take the survey during class to increase participation.

CICA's student survey was available to students in 12 languages, including English, Spanish, Russian, Ukrainian, Dari, Pashto, Arabic, Chinese, Vietnamese, Armenian, Turkish, and Hmong, and resulted in 3,610 student responses, compared to 2,169 last year. In February 2024, CICA held the Reading with Relevance event to gather information on the curriculum and its impact. CICA engaged 36 educational partners during this event and had them participate in the Reading with Relevance Book Fair Impact Survey afterward.

During the Black History event in February 2024, CICA focused on engaging educational partners and collecting feedback. The Black History Month Assembly Feedback Form from February 2024 garnered 27 responses from educational partners.

During the Building a Community School Lunch and Dinner sessions, CICA concentrated on gathering suggestions for improvements in the domains of wellness, health, social-emotional support, additional academic opportunities, CTE, and community enhancements. CICA held discussions with educational partners, which resulted in 22 summarized responses on the Building a Community School survey.

In March 2024, CICA hosted a meeting with principals to gather their insights on the key challenges and opportunities for growth. Following the discussions, participants were requested to complete the Principal Feedback Survey, which provided subsequent data from 6 principals.

In April 2024, CICA sent out the Leadership Survey to collect the directors' feedback on the following categories: communication, job and role clarity, work environment, recognition, relationships, curriculum, and professional development. CICA has gathered responses that

highlight the enhancements across the categories, alongside some challenges. Seven of the directors participated in the Survey.

In April 2024, CICA facilitated a Your Voice Matters event for CTE programs at the Grand Avenue campus. CICA engaged 42 educational partners and gathered feedback on strengths, improvement areas, and solutions.

In the 2023-2024 school year, CICA hosted four (4) educational partner events titled Your Voice Matters, compared to one in the previous year. The purpose of visiting more sites was to get more feedback from students with different needs at various school locations. For the 2023-2024 school year, CICA gathered educational partner feedback from a total of 830 including 26 responses from students who enrolled in the Equity Initiatives program at the “Your Voice Matters” events compared to 270 in the 2022-2023 school year. Combined with the all-staff climate surveys and student surveys, the principal meeting, leadership feedback survey, and other educational partner events, CICA engaged 4,926 while gathering educational partner feedback.

Each educational partner event had a facilitator and notetaker who led the discussion in three areas: school strengths, opportunities for growth, and possible solutions for improvement. The responses were recorded in Google Forms. CICA analyzed the data to identify growth areas and build the LCAP goals and actions. CICA found a high level of consistency in climate surveys and educational partner responses. After careful review, CICA used this feedback to determine where to increase and decrease spending.

CICA encourages students and staff to attend, speak, and present at Board meetings; CICA requests that students and staff complete various surveys. CICA proactively reaches out to students regularly to encourage them to meet with the counselors to continue discussing their goals and needs; and CICA is proudly responsive to the feedback CICA receives.

CICA encourages and teaches the students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during EdPartner events. Following these events, the data is reviewed, proposals for a new funding formula are created and presented to the board of directors as well as the executive cabinet. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comments and final plans are approved at a public board meeting. CICA will consider TRUSD recommendations and comments when drafting its LCAP. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget each year as part of a nonconsent item at a regularly scheduled Board meeting.

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

Element E Employee Qualifications

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

California Innovative Career Academy (CICA) is committed to recruiting and retaining professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional roles. All employees must align with the school's instructional philosophy, mission, and vision and demonstrate the expertise and commitment necessary to support student success.

In accordance with Education Code §47605(e)(1), CICA shall remain nonsectarian in its employment practices and operations. The Charter School shall not discriminate against any individual (employee or pupil) based on actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or any other characteristic contained in the definition of hate crimes set forth in Penal Code §422.55, or based on association with an individual who has any of the aforementioned characteristics.

Employee Positions And Qualifications

Hiring and Selection Process
CICA recognizes that excellent schools are built on excellent employees. All positions are filled through a recruitment and hiring process that ensures alignment with CICA's mission, compliance with state and federal law, and adherence to Board-adopted personnel policies.

- Job Descriptions: Every position is defined by a detailed, Board-approved job description outlining required qualifications, duties, and reporting structures.
- Applicant Screening: Human Resources (HR) prescreens all applicants via EdJoin.org to verify minimum qualifications. Only qualified applicants are advanced for interviews.
- Interviews and Recommendations: Panels may include administrators, staff, or community representatives, and applicants are evaluated using a structured rubric.
- Final Approval: HR and hiring managers recommend candidates to the Executive Director, who makes final hiring decisions.
- Nepotism Policy: Consistent with Board Policy 4212.8, relatives may not participate in hiring or evaluation processes where family members are involved.

Recruiting Qualified Teachers
CICA recruits well-qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third-party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers. This allows us to market our charter school as a competitive organization in which to work. We

also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs.

Employees
CICA recognizes that to have an excellent school, it must have excellent employees. CICA will draw upon the pool of excellent adult education teachers previously employed by Twin Rivers Adult Education. Proposed salaries and benefits for administrators, certificated faculty, and classified staff have all been modeled after the Twin Rivers' salary scales and employee contracts.

Employee Overview
All employees of CICA are committed to developing the social, civic, character, and academic potential of each student. All staff members possess experience and expertise appropriate for their position according to the CICA adopted personnel policies, and federal and state statutes applicable to charter schools. Selection and appointment of employees at CICA will be the exclusive prerogative of CICA.

CICA does not discriminate against any applicant on the basis of his/her race, creed, color, national origin, age, gender, gender expression, gender identity, disability, or any other basis prohibited by Education Code § 220. CICA shall comply with all applicable laws regarding criminal background checks, including Education Code § s 45125.1 and 44237.

Executive Team
The Executive Leadership Team provides the vision, management, and accountability systems necessary to ensure CICA's academic and operational success. Under the authority of the Board of Directors, the Executive Team designs and oversees schoolwide policies, systems, and compliance.

2025–2026 Executive Team

- Jonathan Raymond – Executive Director
- Mathew Lemos – Chief Business Official
- Teresa Cummings – Chief Operations Officer
- Eric Chapman – Chief Academic Officer

Job descriptions and resumes of the Executive Team are included in the Appendix.

Executive Director: Serves as the chief administrator responsible for the planning, operation, supervision, and evaluation of all educational programs, services, and facilities; hiring and performance management of personnel; oversight of finances and compliance reporting; and partnership development.

For more information on the resumes of each of the cabinet members and their job descriptions, see the appendix.

Executive Director
Our Executive Director assumes administrative responsibility and leadership for the planning,

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

Independent Study Compliance Coordinator
The CICA Independent Study Compliance Coordinator is responsible for overseeing the Independent Study (IS) Program and program compliance, including attendance accounting, documentation, and reporting. This is a classified administrative position. The CICA Independent Study Compliance Coordinator should possess a BS or BA degree from a recognized college institution, or a degree of a similar nature that is in alignment with the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability is essential. The Independent Studies Coordinator must have thorough knowledge of the school's SIS (Student Identification Systems, e.g., PowerSchool) and its use for guiding Independent Studies, as well as the ability to function independently and effectively. In this position, it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regard to communication, record keeping, and staff presentations associated with Independent Studies. The CICA Coordinator can communicate effectively and clearly both orally and in writing with a diverse staff and student population.

Counselor (Independent Study)
CICA Counselor will provide academic, college/career, and social-emotional counseling tailored to adult learners in an Independent Study environment. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. CICA Counselors refer students to other community resources, support groups, and social service agencies as appropriate. At a minimum, CICA Counselors possess a Bachelor's Degree in Education or School Counseling with a 7-12th grade level certification, two (2) years of experience as a high school counselor, and a valid Pupil Personnel Services Credential with an academic school counseling emphasis.

Teachers (Independent Study)
CICA will comply with all applicable state and federal laws regarding teacher credentialing and qualifications. In accordance with Education Code §47605(l)(1), all CICA teachers must hold a valid California teaching certificate, permit, or other credential appropriate to their assignment, as issued by the California Commission on Teacher Credentialing (CCTC). Credential documentation will be maintained on file at CICA headquarters and made available for inspection by Twin Rivers Unified School District, which retains the right to review hiring

decisions to ensure compliance with federal and state mandates.

CICA teachers must hold the California teaching certificate, permit or other document required for the teacher's certificated assignment pursuant to Education Code § 47605(l)(1).
CICA hires only qualified teachers. Teachers are responsible for creating and sustaining a learning environment that supports California state standards and reflects CICA's educational philosophy, with a strong emphasis on meeting the unique needs of adult learners. Teachers hold a minimum of a bachelor's degree from a degree-granting institution and a valid authorization to serve as a California credentialed teacher from the California Commission on Teacher Credentialing (CCTC). Additionally, all teaching staff are qualified under the Elementary and Secondary Education Act (ESEA), also known as the Every Student Succeeds Act (ESSA), formerly known as the No Child Left Behind Act (NCLB). Accordingly, CICA teachers have:

1. A bachelor's degree from a degree-granting college or university.
2. A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or other Designated Subjects credentials.
3. Demonstrated subject matter competence.

Teacher Credentialing
HCCTS affirms that all classroom instruction must be provided by teachers who hold valid California teaching credentials, and that paraeducators may not serve as the teacher of record. In prior years, teachers at CICA held adult education credentials as recommended by the CTC and the San Diego County Office of Education. In February 2025, the CTC decided to enforce K-12 teaching credentials.

CICA has already implemented the following to improve compliance and accountability. In the 2024–2025 school year, HCCTS significantly changed its credentialing and staffing procedures. The school established a credentialing support team of internal staff and credentialing consultants and reviewed more than 300 staff profiles. Individual credential pathway plans were developed, and 269 one-on-one consultations were held with teachers. HCCTS launched a partnership with UMass Global to create an intern credential pathway with tuition coverage for staff and offered reimbursement for credential exam fees and coursework through Board Policy 4112.3: Teacher Credentialing Reimbursements. All staff with noncompliant assignments were notified, and instruction in July 2025 was suspended to allow credential corrections before the next school year.

Board Policy 4112.2 now requires all certificated staff to hold valid and appropriate credentials at the time of hire and to submit timely proof of renewal. In alignment with updated guidance from the CTC and CDE—and following the loss of DASS status—HCCTS has transitioned away from Adult Education credentials. All teachers are now required to hold single-subject or multiple-subject credentials.

To support compliance, HCCTS created a centralized credentialing dashboard and updated its use of Frontline to track credential status, staff evaluations, and assignment alignment.

Per Board Policy 4112.2, certificated employees must:

- Hold the appropriate credential for their assignment upon hire;
- Maintain active credentials and complete renewals as required;
- Adhere to applicable state and federal regulations;
- Submit proof of credential validity and renewal to Human Resources within required timelines.

For more information from the Board Policy 4112.2: Credentialing Requirements Communications, see the appendix.

Information Technology/Data Technician

CICA's IT technicians provide critical technology support for students and staff by diagnosing computer problems, monitoring systems, installing software, and maintaining digital tools. They also train staff and students to use instructional and administrative technology effectively.

Administrative Services Credentials

CICA encourages leaders to pursue Administrative Services Credentials through the Sacramento COE and San Diego COE. As of June 2025, fourteen (14) HCCTS employees have completed or enrolled in preliminary/clear administrative programs, including:

- Eric Chapman, Chief Academic Officer
- Teresa Cummings, Chief Operations Officer
- Mayra Valdivia, Senior Director of School Services
- Christina Martinez, Director of CTE, Workforce & Adult Education
- Andrew Michaud, Director of Instruction and Professional Learning
- Isa Cacho, Director of Student Services
- Melissa Roberson, Director of Accountability and Assessment
- Carol Zheng, Curriculum Coordinator
- Niccole Scrogins, Admin on Special Assignment
- Maya Freeman-Perry, CICA Principal
- Maria Pile, CICA Principal

Additionally, Catherine Thirkill (CASAS Coordinator) has been accepted into the next Sacramento COE cohort.

CICA has developed and adopted Board Policy 4331 – Administrative Credential Reimbursement, which outlines the reimbursement procedures for participation in approved credentialing programs. Additional details are provided in the appendix.

Evaluations

In the 2024–2025 school year, CICA adopted Board Policy 4115: Personnel Evaluation and Supervision, establishing a comprehensive evaluation system designed to promote continuous improvement, accountability, and alignment with the school's mission and goals. The policy applies to all certificated and classified staff and sets forth clear expectations for professional conduct, job performance, stakeholder engagement, and compliance with applicable laws and

policies.

Evaluations are conducted annually and may include classroom observations, self-assessments, formal performance appraisals, and collaborative goal-setting, depending on the employee's role. Supervisors are responsible for providing timely, constructive feedback, maintaining accurate documentation, and supporting employee growth through individualized development plans. All evaluation records are treated as confidential and maintained in personnel files in accordance with state and federal privacy requirements. (See Appendix for full Board Policy 4115: Personnel Evaluation and Supervision.)

To support this process, CICA uses Frontline, an integrated platform for payroll, employee evaluation, and professional learning management. Frontline enables the secure storage of all employee evaluations, monitors performance trends over time, and standardizes evaluation practices across the organization. The system also issues automated reminders to supervisors regarding evaluation deadlines, ensuring timely completion. All employees are required to review and electronically acknowledge their evaluations within the system, reinforcing accountability and transparency.

Instructional Paraeducators
Instructional paraeducators at California Innovative Career Academy (CICA) play a vital role in supporting certificated teachers by providing instructional assistance, linguistic support, and translation services for students. To ensure all paraeducators meet minimum qualifications, CICA requires a high school diploma or equivalent, successful completion of an English proficiency exam with a score of 70% or higher, and the ability to communicate effectively with diverse student populations. In alignment with state and federal requirements, CICA verifies educational qualifications and exam results during the hiring process and maintains documentation to ensure compliance.

Applicant Screening
All job applicants at CICA go through a rigorous pre-employment screening process to ensure they meet all requirements and qualifications for the role they are applying for. CICA uses the website Edjoin to post job openings. This is also where new applicants apply for positions. Within Edjoin, Human Resources is able to filter applications based on minimum qualifications before forwarding candidates to hiring managers. Only employees who meet these requirements are eligible for interviews. In alignment with Board Policy 4111, as part of the pre-employment job application, candidates must disclose any family relationships with existing employees to ensure that no relatives are involved in hiring decisions or placed in reporting relationships.

HCCTS Hiring and Anti-Nepotism Policy
To safeguard against nepotism or favoritism, HCCTS adopted Board Policy 4212.8, which prohibits relatives from participating in hiring or evaluation processes involving family members. Interviewers must complete disclosure forms, and all job postings, evaluations, and offers are now centrally tracked and reviewed by the HR department to ensure consistency and equity across the organization.

Organizational Chart & Job Descriptions

HCCTS maintains an up-to-date organizational chart that reflects current roles and reporting lines (See Org Chart). The organizational chart is reviewed and updated at least annually. During the 2024-2025 school year, HCCTS drafted and revised a total of 25 job descriptions. The purpose is to ensure role clarity for all employees and ensure there is consistency between the work performed, role requirements, and appropriate pay.

Hiring Process

1. **Position Authorization (Requisition Control)** The hiring process at California Innovative Career Academy (CICA) is designed to ensure consistency, transparency, and alignment with organizational needs and compliance standards. It begins with the submission of a Position Control Form (PCF) whenever a position needs to be backfilled or newly created. The PCF includes essential details such as the job description and a designated leadership contact and is reviewed weekly by the Executive Cabinet.

2. **Posting and Sourcing.** Upon approval and required signatures, the Human Resources team posts the position on EdJoin.org and other recruitment channels and also leverages partnerships with university preparation programs to broaden applicant pools.

3. **Screening.** Once posted, hiring managers review applicants within EdJoin by evaluating qualifications in relation to the job description. Candidates are categorized as prescreened, interviewed, or removed, providing a clear record of each applicant's status. Notes from prior interviews are required for third interview requests and must be documented either via email or directly in the EdJoin system. For current staff changes, such as promotions or changes in FTE, an EE Update—rather than a PCF—is submitted to accurately reflect the employee's new assignment. Altogether, this structured process supports effective hiring decisions while maintaining clarity, documentation, and compliance across the organization.

4. **Multi-step Interviews and Performance Tasks.**
   Qualified candidates proceed through multiple interviews (phone and panel). For instructional roles, candidates complete a demo lesson (live or video) to assess content knowledge, pedagogy, and responsiveness to feedback; stakeholder participation (e.g., administrators/teachers, and, when feasible, students or parents) may be included, with the Principal retaining final hiring authority.

Employee Positions

See appendix for the 2025 Organizational Chart.

Professional Development

In the 2024–2025 school year, CICA adopted Board Policy 4131: Professional Development to support the continuous growth of all staff. Professional learning is mission-aligned, equity-centered, and outcomes-focused, with explicit attention to legal and regulatory requirements. Offerings include in-service training, workshops, online modules, and compliance sessions. In accordance with Education Code 47605.1(f) and our WIOA partnership, HCCTS may conduct professional development at any location in California.

The Executive Director oversees alignment to the mission, vision, and strategic goals; the Chief Academic Officer (or designee) coordinates systemwide implementation. Department leaders and site teams co-design contextualized, job-embedded sessions that meet local needs while advancing CICA's strategic priorities. All staff are expected to engage actively in PD and apply their learning in practice. Participation is supported by funding priorities and travel reimbursement per Board Policy 350.

Annual Professional Development

Professional Development

In the 2024–2025 school year, CICA adopted a Professional Development Policy to support the continuous growth of all staff: 4131 BP Professional Development. The policy aligns professional learning with CICA's mission, vision, and strategic goals, with a focus on improving student outcomes and meeting legal and regulatory requirements.

CICA offers a variety of professional development opportunities, including in-service training, workshops, online modules, and compliance-focused sessions. In accordance with Education Code 47605.1(f) and its WIOA partnership, CICA may conduct professional development at any location in California.

The Executive Director oversees alignment and implementation, while leadership identifies needs and encourages staff participation. Employees are expected to engage actively and apply their learning. Funding is provided in line with organizational priorities, and travel is reimbursed per Board Policy 3350. CICA evaluates professional development effectiveness through staff feedback, performance data, and evidence of improved practice, with a commitment to equity and access for all staff.

In 2024-2025, CICA offered extensive internal and external professional development, covering topics like CPR, active shooter response, equity, SEL, and leadership. CICA provides two all-staff mandatory Professional Development opportunities throughout the year: three days in August and two days in May. All staff training includes Title IX training, Mandatory Reporter & Child Abuse Prevention Training, Sexual Harassment Prevention Training, FERPA, Workplace Violence Prevention Training, and Comprehensive School Site Safety Training.

Teachers and paraeducators receive training on assessments such as the California Science Test (CAST) and English Literacy and Civics (EL Civics) assessments, end-of-level assessments, and CASAS assessments. Additionally, teachers and paraeducators receive training on any curriculum updates and curriculum instructional strategies. Teachers in the process of getting their credential or who have their preliminary credential are assigned a mentor teacher and must meet with them regularly.

CICA recognizes the critical role of targeted professional development in fostering staff effectiveness and advancing organizational goals. While CICA offers all-staff professional development days to promote schoolwide alignment and collaboration, a dedicated portion of these days is intentionally reserved for department-specific professional development. This approach ensures that staff receive training that is both relevant to their roles and responsive to the unique needs of their departments.

To coordinate these efforts across departments, the Chief Academic Officer—or their designee—works collaboratively with department directors or lead team members to plan and implement tailored professional development sessions. This decentralized model promotes professional learning that is contextualized, job-embedded, and aligned with departmental objectives, while still supporting the broader mission and strategic priorities of CICA. For more information on department professional development, see the appendix.

Element F Health and Safety Procedures

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

That each employee of the charter school furnish the charter school with a criminal record summary as described in § 44237.

For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of § 32282.
For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of § 32282.

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

General Health and Safety Compliance
California Innovative Career Academy (CICA) shall comply with all applicable federal, state, and local laws relating to student and staff health, safety, and emergency preparedness. If CICA occupies or operates in a Twin Rivers Unified School District (TRUSD) facility, it shall adhere to all TRUSD health, safety, and emergency procedures and remain subject to inspection by relevant district offices.

Emergency Preparedness

Emergency Operations Guide
CICA's Emergency Operations Guide outlines protocols and responsibilities for responding to emergencies such as natural disasters, active shooter incidents, and hazardous material releases. The guide aligns with state law, assigns roles through the Incident Command System principles, and identifies all staff as disaster service workers and alternates. Staff must review the guide annually.

Emergency Drills and Staff Training
CICA conducts regular fire, lockdown, and evacuation drills at all campuses, in accordance with state regulations. All staff receive annual training in:

- Emergency response procedures
- Active shooter protocols
- CPR and First Aid certification
- Bloodborne pathogen exposure response

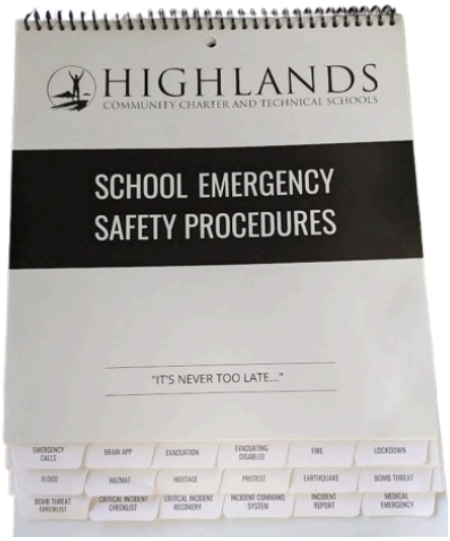
Staff agreements include a commitment to comply with emergency and safety procedures.

Emergency Safety Procedures

CICA shall adhere to the School Emergency Safety Procedures Handbook, drafted specifically for the needs of its facilities. This handbook includes, but is not limited to, the following responses: fire, flood, earthquake, active shooter, and hostage situations.

Staff shall receive training in emergency response, including appropriate "School-wide Safety Plan" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the principal and, if there is merit to the concern, the principal shall direct the School Safety Plan to be modified accordingly.



Student Health and Medical Services

Administration of Medication
CICA complies with Education Code §49423 for administering medications. The school will:

- Maintain trained staff to administer medication
- Store emergency epinephrine auto-injectors per §49414 and AB 1651 (2023)
- Include injector locations in annual legal notices

If albuterol inhalers are stocked, CICA will meet all requirements under §49414.7, including storage, access, and staff training.

Health Screenings and Immunizations
CICA complies with all student health requirements, including:

- Tuberculosis (TB) clearance per §49406 for employees, volunteers, and vendors in

frequent contact with students
- Immunizations and screenings per Health and Safety Code §§120325–120375 and Education Code §§49450 et seq.
- Maintenance of all health records on file

Suicide Prevention
CICA maintains and implements a pupil suicide prevention, intervention, and postvention policy pursuant to Education Code §215 and AB 58 (2021–22). The policy is developed and reviewed in consultation with stakeholders and school-employed mental-health professionals, reviewed and updated at least every five years, and aligned to current CDE guidance and best practices.

Mandated Reporting and Child Safety

Mandated Reporter Training
All CICA employees and individuals working on behalf of the Charter School are mandated reporters. As such, employees must complete annual child-abuse detection/reporting training annually that must occur:

- Within the first six weeks of each school year, or
- Within six weeks of employment for new hires

Training complies with Education Code §44691.

Criminal Background Checks and Custodian of Records
- CICA complies with Education Code §§44237, 45125.1, 44830.1, 45122.1, and 44030.5 by: Fingerprinting and clearing all employees prior to employment;
- Ensuring contracting entities certify required clearances for any staff with student contact;
- Clearing unsupervised volunteers have cleared background checks;
- Requesting and receiving subsequent arrest notification from DOJ;
- Maintain evidence of compliance on file

The Executive Director is designated and confirmed as the Custodian of Records with the California Department of Justice.

Facilities, Restrooms, and Hygiene

Menstrual Products
Per Education Code §35292.6, CICA shall stock menstrual products in all women's restrooms, all-gender restrooms, and at least one men's restroom. Required notices will be posted prominently in each location.

All-Gender Restrooms

By July 1, 2026, each school site with multiple gender-specific restrooms will maintain at least one all-gender restroom that is:

- Clearly identified and designated with appropriate signage;
- Accessible during school hours and school-sponsored functions; and
- Equipped to protect privacy and safety (e.g., appropriate partitions/fixtures and disposal receptacles).

Implementation is underway during the 2025–26 school year to ensure full compliance by the statutory deadline. Students and staff may use facilities consistent with their gender identity and are protected from discrimination and harassment in all restrooms.

Drug-, Alcohol-, and Smoke-Free Environment
CICA maintains a drug-free, alcohol-free, and smoke-free environment for all students, staff, and visitors. This prohibition includes tobacco, nicotine, and vaping/e-cigarette devices on all school property, in school vehicles, and at all school-sponsored events.

Counseling and Student Support

CICA provides comprehensive counseling that is proactive, data-informed, and aligned to student goals.

Academic, College, and Career Counseling
- *Individual & Small-Group Advising:* Counselors meet with students for graduation planning, credit audits, and SMART goal setting; progress is reviewed at scheduled checkpoints each term.
- *College & Training Pathways***:** Support includes application timelines, FAFSA/CADAA, placement options (noncredit, certificate, AA/AS, transfer), prior-learning/experience credit where applicable, and navigation of supports for adult learners.
- *Career Readiness:* Counselors connect students to CTE pathways, industry certifications, résumé and interview prep, and work-based learning; plans are aligned to local labor-market information.
- *Access & Equity:* Flexible appointment windows (in-person/virtual, multilingual) and outreach ensure working adults and caregivers can participate.

Social-Emotional Support
Staff across roles foster student social-emotional development through empathy, listening, and proactive referrals. Students needing additional support are connected to external mental health services when appropriate.

Legal Compliance Procedures

FERPA
CICA and its representatives comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code §49060 et seq

Unified Complaint Investigation Procedure
The Executive Director shall oversee the complaint and investigation process. Complaints

unresolved at the site level will be addressed at the executive level.

CICA utilizes an anonymous complaint process through a third-party vendor called Navex. In the 2024-2025 school year, HCCTS partnered with Navex One to augment—not replace—the UCP, for anonymous or named reporting of concerns. Reports may be submitted via phone, web, or QR code. All Navex cases are logged, routed to HR for investigation, and closed with documented actions. Retaliation for good-faith reports is prohibited. (Internal practice statement.)

Human Trafficking Prevention
In accordance with Education Code requirements, CICA will inform parents/guardians of students in grades 6–12 about human trafficking prevention resources using the most appropriate methods.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Reference to Board Policies
CICA adheres to the following adopted Board Policies related to student health, safety, conduct, and non-discrimination:

- 5125 BP Student Records
- 5131 BP Student Conduct
- 5132 BP Student Dress Code
- 3542 BP Vehicle Use
- 5144 BP Student Discipline
- 5131.6 BP Alcohol and Other Drugs
- 5144.1 BP Suspension and Expulsion
- 5145.2 BP Student Freedom of Expression
- 5131.7 BP Weapons and Dangerous Instruments
- 1250 BP Registration of Visitors, Guests, and Outsiders
- 5142 BP Children on Campus and the Early Learning Center
- 3516 BP School Safety & Emergency Preparedness Plan
- 4212.8 BP - Anti-Nepotism and Employment of Relatives
- 4119.12 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5145.71 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5141.31 BP Health Examinations, Immunizations, and Oral Health Assessments
- 5145.3 BP Harassment, Discrimination, Intimidation, and Bullying Prevention

<u>Comprehensive School Safety Plan</u>
The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year. The CSSP will identify strategies and programs that maintain a high level of school safety and document CICA's procedures for complying with all applicable laws.
At minimum, the CSSP will address the safety topics by Education Code § 32282(a)(2)(A)-(N) including:

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Education Code §48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code Education Code §49079
- Anti-discrimination and harassment policy consistent with Education Code § 200
- Provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe, orderly environment conductive to learning
- Rules and procedures on school discipline pursuant to Education Code §35291, 35291.5, and 47605
- Procedures for conducting tactical responses to criminal incidents
- Procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
- A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

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

A copy of the policy shall be provided as part of any orientation program conducted for new and

continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code § 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety
California Innovative Career Academy complies with Education Code §47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. CICA adheres to laws specific to charter schools on the local and state level regarding facilities. CICA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code § 32001. If CICA is not operating under the safety plan of the facility where it is housed, it will implement its own school safety and disaster preparedness plan.

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code § 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum for at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code § 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats
The Charter School shall comply with all requirements under Education Code § §49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement immediately.

Gun Safety Notice

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

Transportation Services
The Charter School shall comply with the requirements of AB 88 (2023-24) if applicable, relating to background checks, testing, and other requirements for individuals and firms providing transportation services to students.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

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

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

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

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

A. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
B. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.
C. A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element G Balanced Enrollment

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." (Ed. Code § 47605(c)(5)(G).)

Assurances

CICA shall:

- Be nonsectarian in all programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed in Penal Code § 422.55.
- Admit all pupils who wish to attend to the extent that space allows; admission shall not be determined by place of residence except as otherwise required by law; and, if applications exceed capacity, offers of admission shall be made by public random drawing (lottery) consistent with Ed. Code § 47605(d)(2).
- **Apply any enrollment preferences** only as permitted by law and as stated in the charter; **preferences will not require mandatory parent volunteer hours** as a condition of admission (Ed. Code § 47605(e)(2)(B)(iv) **shall not limit access** for pupils protected by Ed. Code § 47605(e)(2)(B)(iii).
- Preferences, if given, shall not result in limiting enrollment access for pupils based on nationality, race, ethnicity, or sexual orientation; and shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, foster youth. (Education Code § 47605(e)(2)(B)(iii)).
- The charter school shall not discourage enrollment in the charter school, or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code § 47605(e)(2)(B)(iii).
- Not request or require submission of a student's IEP, Section 504 plan, or other records prior to admission, participation in any lottery, any pre-enrollment event, or as a condition of enrollment; CICA may request only the information necessary to apply any admissions preferences stated in the charter.

Plan for Achieving and Maintaining Student Population Balance & How to Reach This Goal
(Racial/Ethnic, Students with Disabilities, and English Learners)

California Innovative Career Academy (CICA) strives, through its recruitment and admissions

practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that reflects the general population residing within the territorial jurisdiction of the District. CICA maintains an open enrollment policy and does not discriminate based on any protected characteristic, including disability, gender, gender identity/expression, nationality, race/ethnicity, religion, sexual orientation, immigration status, or association with a protected class (Ed. Code §§220, 47605(e)). Students are considered for admission without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation, or any of the characteristics listed in Education Code §220. These characteristics include actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or association with an individual who has any of these characteristics, as defined in Ed. Code § 422.55 of the Penal Code.

CICA will implement a coordinated advertising and recruitment strategy to ensure that all students are informed about the educational opportunities available. These efforts are ongoing throughout the year and are designed to reach a broad and diverse audience. In alignment with CICA's commitment to serving students from all ethnic and cultural backgrounds, a variety of advertising methods are used to promote equitable access and inclusive outreach.

Each year, CICA analyzes enrollment trends in order to optimize efforts to recruit and retain students. An informal designated committee, comprised of various stakeholders from the instructional, administrative, and operational areas of the school, meets regularly to develop a plan. Using both quantitative and qualitative feedback from the previous year—including student satisfaction surveys and non-mandatory exit interviews—the team identifies enrollment trends and their root causes, determines potential solutions, and generates strategies to implement and monitor those solutions in the following year.

Externally, CICA addresses retention and attrition through the development of student engagement systems and strategic partnerships that support teaching, learning, and student achievement. The school's student recruitment strategy includes, but is not limited to, the following elements to ensure a student population that reflects the District's diversity:

- An enrollment process with a clearly defined timeline that supports broad-based recruitment and application opportunities.
- Development of promotional and informational materials designed to appeal to a range of racial, ethnic, special education, and English Learner groups represented in the County.
- Distribution of materials to a variety of community organizations, including religious institutions, libraries, recreation centers, local businesses, middle schools, and faith-based groups that serve diverse populations.
- Production of promotional and informational materials in multiple languages, including but not limited to Farsi, Spanish, Russian, and Arabic, to ensure accessibility for limited English proficient populations.
- Use of advertising platforms that provide information to individuals whose primary language is not English.
- Publicizing enrollment and recruitment through local newspapers, online media, and social media platforms, with continuous updates to reflect evolving technologies and communication trends.

- Presentations at multicultural events, including community fairs and other local gatherings.

Marketing: Advertising and Sponsorship to Increase Student Enrollment

Board Policy 1325, adopted in the 2024-2025 school year, establishes clear guidelines for how HCCTS/CICA uses marketing and sponsorships solely to inform prospective students about public, tuition-free educational opportunities and to advance equitable access to our programs. All advertising expenditures must align with the school's mission and strategic goals and demonstrate a meaningful return on investment. Advertising is intended to raise awareness of HCCTS programs, highlight the benefits of enrollment, and promote the school's values to prospective students in the broader community.

Annual Marketing Plan prepared by staff, aligned to mission and enrollment targets, and reviewed with the Executive Director; major spending and any sponsorships follow procurement rules and board-approved thresholds.

Advertising budget is reviewed annually; any campaign exceeding the internal threshold (e.g., $100,000) requires explicit Board authorization.

All materials must reflect our non-discrimination and open-enrollment assurances and may not request or imply a requirement to provide student records prior to admission (e.g., IEP/504).

Advertising efforts must clearly communicate the educational opportunities HCCTS offers—including adult high school diplomas, career preparation, and hands-on skill development—and use platforms that are cost-effective and aligned with the school's target audiences. All advertising must also comply with legal and ethical standards and adhere to brand identity guidelines to build recognition and trust within the community.

Additionally, advertising effectiveness is monitored and reviewed annually to ensure alignment with HCCTS's enrollment and engagement objectives, with quarterly reporting to the Executive Director and an annual summary to the Board. Board Policy 1325 codifies the outreach rigor and equity safeguards common to high-performing charters—multilingual, community-based recruitment; documented, transparent admissions; and routine Board oversight—while adding HCCTS's budget controls and ROI monitoring to ensure responsible stewardship of public funds. For full policy language and implementation procedures, see the appendix.

Element H Admissions Policies and Procedures

"Admission policies and procedures, consistent with [Education Code § 47605] subdivision." (e). (Ed. Code § 47605(c)(5)(H).)

Admission and Enrollment Requirements

California Innovative Career Academy is nonsectarian in its programs, admission policies, and all other operations. CICA will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with an individual who has any of the aforementioned characteristics [Ed. Code § 47605(e)(1)]. CICA shall comply with all applicable laws governing minimum age requirements for registration in charter schools. The school shall not use any test, assessment, or interview to determine a student's eligibility for admission. However, following registration, all students may be administered diagnostic assessments, dubbed "placement tests," solely for the purpose of determining appropriate instructional placement. These assessments are used to inform grade-level placement and have no bearing on a student's eligibility for admission.

CICA admits all students who meet the following criteria:

- Demonstrate a desire to enroll in the academic program
- Fall within the categories the school is legally authorized to serve
- Meet the eligibility requirement of being age 22 or older under the exclusive WIOA agreement
- Students do not have a U.S. high school diploma
- Submit a timely application

Required Documents

- Proof of Identification
- Proof of California Address (may be covered by proof of identification)
- CICA Online Registration, which includes but not limited to the following:
    - Emergency Consent and Contact Information
    - National School Lunch Program Form (NSLP)
    - Home Language Survey
- CalJOBS Registration (Any forms required by a WIOA partner

Enrollment Period

Initial applications are accepted at any time during the school year. The CICA admission process consists of the completion of an online student registration form. The admission process also includes students to participate in orientation, grade level placement, and academic planning.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)

Per Ed. Code §§ 47612.1 and 47605.1(f)(1), CICA provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership

agreement with the Sacramento Employment and Training Agency (SETA) or other WIOA organization. As such, CICA only legally serves students who are receiving WIOA-funded services and does so under the terms of a Partnership Agreement. CICA will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

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

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

CICA Proposed Lottery Process
If CICA receives registrations in excess of its enrollment capacity, the lottery process will be used to select admitted students. CICA will conduct a public random drawing facilitated by PowerSchool Enrollment School Choice, a third-party platform. The drawing will take place in a public setting at our Howe Campus, located at 1111 Howe Ave, Sacramento, CA 95842. The lottery will be held up to two weeks before the start of the school year. Notice of the random drawing will be provided through written postings at the school site and on the school's website.

The lottery is open to the public, and prospective students are encouraged to attend; however, they are not required to be present at the time of the drawing to be eligible for admission. Results will be communicated to prospective students.

The lottery will be conducted using student numbers assigned to each prospective student. As numbers are drawn, they will be displayed for everyone in attendance to see. Once all available seats for a specific grade level, site, and schedule preference (regular daytime or evening) have been filled, the designated staff member will announce that any additional students drawn will be placed on the waitlist. Students will be added to the waitlist for that grade level, site, and schedule preference (regular daytime or evening) in the order their numbers are drawn.

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity for a specific grade level, site, and schedule preference (regular daytime or evening). In the event of a lottery, admission will be offered to prospective students based on lottery results until capacity is reached. Once capacity is met, all remaining names drawn will be placed on a waiting list in the order they were selected.

New applicants who register after the lottery deadline will be offered a seat if space is available in their grade level, site, and schedule preference (regular daytime or evening), or they will be added to the waiting list in the order the application was received. As seats become available, they will be offered to students starting with the lowest numerical ranking on the waiting list.

Notifying Students of a Seat Offering
Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be contacted by the Registration department to confirm their seat. Any admitted students who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures
Copies of lottery results and waiting list(s) are readily available for inspection at the school office. These records will be maintained by the Registration department.

Communicating to All Interested Parties
Applications are available digitally online on the CICA website. CICA advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and flyers.

Element I Annual Financial Audits

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

Accreditation

CICA has achieved a full six-year WASC accreditation through June 2030 with a mid-cycle visit scheduled during the 2026-2027 school year.

Annual Audit Procedures

Contracting with an Independent Auditor

California Innovative Career Academy (CICA) conducts an annual independent fiscal audit in compliance with Education Code § 47605(c)(5)(I) and 47605(m). All financial records are maintained in accordance with Generally Accepted Accounting Principles (GAAP), and audits are conducted in accordance with generally accepted auditing standards and the State Controller's K–12 Audit Guide.

In the 2024–2025 school year, the CICA Board of Directors adopted Board Policy 3581 – Data Retention and Record Management, which provides a comprehensive framework for the classification, retention, and secure disposal of records by staff, contractors, and affiliates. The policy applies to all administrative, financial, personnel, student, and instructional records, including communications in paper, digital, audio, or video format. This policy ensures that all audit-related documentation is properly maintained and readily accessible. For additional details, refer to the appendix entry for BP 3581.

Audit Timeline Overview

In alignment with Board Policy 3100 – Budget Development and Oversight, audit procedures are embedded in the school's annual budget cycle and financial governance structure. Each spring, the Executive Director and Chief Business Official (CBO) recommend an independent auditor for approval by the Board of Directors. Following the close of the fiscal year, the CBO finalizes and closes the books, compiles the necessary financial documentation, and coordinates with the independent auditor to conduct the audit.

Upon completion, the auditor prepares a report, which is formally presented to the Board of Directors. The Executive Director and CBO review any audit findings or exceptions and coordinate the necessary corrective actions. In accordance with statutory deadlines, the finalized audit report is submitted to the charter authorizer (Twin Rivers Unified School District), the Sacramento County Superintendent of Schools, the State Controller's Office, and the California Department of Education (CDE) by December 15 of each year. For additional detail, see appendix reference BP 3100.

Audit Completion Timeline

The audit is expected to be finalized within six months of the fiscal year's end. The Board of Directors formally reviews each year's audit findings and takes appropriate action to ensure full compliance with state and federal requirements.

Selection Criteria for Independent Auditors
The selected auditor must be a Certified Public Accountant (CPA) with experience in public school and charter school finance and must be listed as an approved audit provider by the State Controller. CICA is solely responsible for all associated audit costs. Where applicable, the audit scope will include federal compliance elements outlined in Office of Management and Budget (OMB) Circulars and related federal guidelines.

Resolution of Audit Findings
Any audit exceptions or deficiencies are first reviewed by the CICA Audit Committee, which provides formal recommendations to the Board of Directors. The Board submits a written report to the charter authorizer describing how identified findings have been addressed, along with supporting documentation. In cases where findings remain unresolved at the time of submission, the report includes a corrective action plan and projected timeline for resolution. CICA aims to address all audit findings within six months. Disputes regarding the resolution of audit findings will follow the dispute resolution procedures set forth in this charter.

Upon receipt of the draft audit and management letter, the CEO/CBO prepares a written Corrective Action Plan (CAP) that, for each finding, identifies the root cause, required remedial actions, responsible owner, resources, and a target completion date.

Audit Committee Review & Board Action
The CICA Audit Committee reviews the CAP and forwards recommendations to the Board of Directors for approval. The CAP remains on the Board's agenda for status reporting each meeting until all items are closed.

Authorizer Notification & Documentation
Within 30 days of Board acceptance, CICA submits to the charter authorizer a written report describing how each finding has been addressed or will be addressed, with supporting documentation. If any item is not yet resolved, the submission includes the Board-approved CAP and projected completion dates.

Timelines & Monitoring
CICA aims to fully resolve audit findings within six months of audit issuance. Progress is monitored against milestones; if delays arise, management provides revised timelines and interim controls to the Audit Committee and Board.

Material Weaknesses/Significant Deficiencies

Any material weakness or significant deficiency triggers immediate Board notification, expedited remediation steps, and—if warranted—the engagement of external advisors to strengthen internal controls.

Public Access and Appeals
Audit reports are public records and will be made available upon request. Any audit appeals or requests for summary review will be submitted to the Education Audit Appeals Panel (EAAP) in accordance with applicable law.

Element J Suspension and Expulsion Procedures

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion

notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." Education Code § 47605(c)(5)(J).

School Climate And Student Discipline System

Highlands Community Charter and Technical Schools (HCCTS) has adopted 5144.1 Suspension and Expulsion Board Policy to promote student learning and maintain a safe and supportive learning environment—whether in-person or remote. The policy is closely aligned with California Education Code § 48900 et seq. and is reviewed annually for updates. Disciplinary actions, including suspension, expulsion, or involuntary removal, are applied fairly and consistently and are clearly outlined in the Student Handbook. Students and families receive written notice of these policies upon enrollment. The policy prohibits corporal punishment and outlines due process protections for all students, including those with disabilities or Section 504 plans. Involuntary removal requires written notice in the student's native language and an opportunity for a hearing. Students remain enrolled during the hearing process unless suspended or expelled for misconduct. For more information about Board Policy 5144.1, see the appendix.

CICA Discipline Philosophy

California Innovative Career Academy prides itself on meeting student needs and developing action plans to address extenuating circumstances as they arise, recognizing that many students come to the organization due to hardships that have prevented the fulfillment of their educational goals. By addressing the needs of each student directly, barriers to student success are removed.

CICA implements a philosophy that all students deserve a second chance by providing services that include individual one-on-one student counseling, a drug and alcohol rehabilitation and prevention support group called Clear Connections that meets twice a week, and a Positive Direction support group that meets once a week which focuses on a different student success theme per month. We also provide services that address criminal history and homelessness if these occurrences impede student attendance. Additional addressing of student needs include a transportation plan for adults who do not have vehicle access to and from school, a clothing and food closet for those students who are lacking basic necessities, and free child care for those students who are not able to attend class due to young children between the ages of 2 and 5 who are not school age eligible.

CICA encourages the utilization of these services to prevent student disenrollment, suspension, or expulsion when applicable. Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review the student's individual extenuating circumstances. Counselors, teachers, directors, and other assigned personnel assist in addressing student needs by creating an action plan for both the staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem-solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time and invites the adult student to participate in

finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset-Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.
- Service Coordination: An action plan is developed for interventions, with support implemented and designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Action items are monitored, and a follow-up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments, and continue to strategize positive solutions to ensure student success.

The coordination of interventions at school, home, and the community improves student learning and provides focused, positive support to teachers, students, and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Teacher(s)
- Resource personnel or specialists, such as community outreach consultants, social workers, probation officers, community resources representatives, or mental health consultants
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting, each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator
This person facilitates the work of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting and coordinates logistics before and after the meeting.

The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most importantly, keeping a positive tone at the meeting. The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder
The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items, and results. The recorder does this by using the Student Success Plan form or the Student Success Plan Follow-up Form.

Team Member
An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member
The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students
When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing

that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student must also be allowed to ask any questions or share any concerns s/he may have with the upcoming meeting.

Adult students may also have time, work, child care, or transportation issues that prevent participation in the meeting. The SST process must include support for students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices
Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Steps for Implementation:

Case Management

It is very important to clearly define in the Student Success Plan who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:

meeting with the student and with the teacher regarding the action plan,
making phone calls and/or sending reminder notes to team members regarding action items, and/or helping students and their families follow through with referrals to on-site and community-based services.

Feedback to the Referral Source

The administrator, or a designated member, provides the referral source with feedback promptly after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications, and adaptations.

Student/Family Support

Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. Students are empowered to take ownership of their action plans, with ongoing check-ins offered as needed. During the SST meeting, the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

Follow-Up SST Meetings / Ongoing monitoring of student progress

At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the Student Success Plan

Follow-up Form. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. CICA staff are trained and annually review de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[3], during assigned time for supervised academic support or restorative conferencing, either virtually or in person., community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from learning opportunities, meetings, and optional program events during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom CICA has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. CICA will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom CICA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.

As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

Authorization and Implementation of In-School Suspensions

In-school suspension at CICA is structured through enrollment in the school's targeted support track within the Independent Study Program. This track includes mandatory advisor check-ins, access to credit recovery resources, and scheduled tutoring—either in person or virtually—as appropriate. CICA offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as defined by the California Innovative Career Academy's Student Handbook, in-school suspension will be served through the enrollment of and attendance in the California Innovative Career Academy Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that CICA adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- Made terrorist threats against school officials or school property, or both.

Grounds For Suspension And Expulsion

Scope of Disciplinary Jurisdiction

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on any school-affiliated site, including learning centers, during in-person appointments, or participating in any school-sponsored activity, whether virtual or in person; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Suspension Offenses

Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.

B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the

person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.

Q. Committed sexual harassment, as defined in Education Code § 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.

    1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
        ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
        iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
   i. A message, text, sound, video or image.
   ii. A post on a social network Internet website including, but not limited to:
      a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
      c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.
   iii. An act of cyber bullying.
      a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
      b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to

have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.
W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses
Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.
B. Brandished a knife at another person
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Out-Of-School Suspension Procedures

Suspension Authority
CICA will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director's and/or Chief Academic Officer, or in the case of the Executive Director and Chief Academic Officer's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director's and/or Chief Academic Officer or an assigned designee with the student and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director's and/or Chief Academic Officer and Instruction or assigned designee.
The conference may be omitted if the Executive Director's and/or Director of Curriculum and Instruction or an assigned designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regard to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

Maximum Suspension
The length of the suspension will be determined by the Executive Director and/or the Chief Academic Officer or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Chief Academic Officer or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

Meaningful Education for Suspended Students
A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student and all needed materials will be left in the front office.

In accordance with Education Code § 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code § 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Pending the Outcome of an Expulsion Process
Upon a recommendation of expulsion by the Executive Director and/or the Chief Academic Officer or Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Chief Academic Officer or Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in the section titled, "In School Suspension."

Expulsion Procedures
Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Chief Academic Officer (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel
As required by Education Code § 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law. A student may be expelled either by the CICA Board following a hearing before it or by the CICA Board upon the recommendation of the Executive Director and/or the Chief Academic Officer or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Chief Academic Officer or Administrative

Panel may recommend expulsion of any student found to have committed an expellable offense, and the CICA Board of Directors shall make the final determination.

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such a term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.
A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.

C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Chief Academic Officer or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of CICA disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at CICA to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student who has a primary language other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
CICA may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the CICA Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. CICA must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both of the support persons is also a witness, CICA must present evidence that the witness' presence is both desired by the witness and will be helpful to CICA. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
7. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made,

the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing
A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Chief Academic Officer or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with CICA.

The Executive Director and/or the Chief Academic Officer or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall

include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
CICA shall maintain records of all student suspensions and expulsions at CICA. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from CICA as CICA Board's decision to expel shall be final.

Expelled Students/Alternative Education
CICA shall ensure that students suspended from CICA are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from CICA, CICA shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. CICA shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from CICA.

Rehabilitation Plans
Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from CICA shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to CICA for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon CICA capacity at the time the student seeks readmission.

Notice to Teachers
The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code § 49079 and the corresponding enumerated offenses set forth above.

Element K Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." (Ed. Code § 47605(c)(5)(K).)

Retirement Systems for Certificated, Classified, and Other Staff Members

All full-time certificated employees at California Innovative Career Academy (CICA) participate in a qualified retirement plan, including, but not limited to, the State Teachers Retirement System (STRS) or the federal Social Security system based on their eligibility to participate. CICA teachers participate in STRS. Non-certificated/classified staff participate in a 401a defined contribution plan.

CICA employees may be eligible to participate in school-sponsored retirement and benefit plans, as outlined in policies adopted by the Board of Directors. In the event that the Internal Revenue Service enacts regulations prohibiting nonprofit entities from participating in publicly funded retirement systems such as the California State Teachers' Retirement System (CalSTRS), employees will instead be enrolled in Social Security and/or an alternative employer-sponsored retirement plan approved by the CICA Board. Prospective employees are informed of their retirement system options during the application process and advised that employment with CICA may affect their eligibility for continued participation in a previous retirement system. The Executive Director is responsible for ensuring appropriate retirement coverage is arranged for all staff. To support recruitment and retention of highly qualified personnel, CICA offers a competitive compensation and benefits package that reflects market conditions and professional experience.

STRS reporting is conducted in collaboration with Charter Impact, CICA's contracted fiscal services provider specializing in payroll taxes and CalSTRS compliance. While contributions and deductions are processed through CICA's internal payroll department, Charter Impact oversees all reporting, auditing, and submission of required documentation to CalSTRS. The CICA Finance Department performs regular reconciliations to ensure accuracy and alignment with STRS liability reporting cycles.

Element L Public School Attendance Alternatives

"The public school attendance alternatives for students residing within the school district who choose not to attend charter schools." (Ed. Code § 47605(c)(5)(L).)

Informing Students of Public School Attendance Alternatives

No student may be required to attend California Innovative Career Academy (CICA). Students who reside within the District who choose not to attend CICA may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in CICA is informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in CICA, except to the extent that such a right is extended by the local education agency. This information is also communicated to families through orientation materials and enrollment staff, who are available to answer questions and provide support in multiple languages as needed.

Element M Rights of District Employees

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." (Ed. Code § 47605(c)(5)(M).)

No public school employee will be required to work at CICA. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by CICA unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of CICA will be considered the exclusive employees of CICA and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by CICA provides no rights of employment at any other entity, including any rights in the case of closure of CICA.

CICA has a board approved Employee Handbook which outlines employee rights as well as employee responsibilities. The Employee Handbook for 2024-2025 is linked in the appendix.

Employee Representation

Governing Law: The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.
--California Education Code § 47605 (c) (6).

CICA shall be deemed the exclusive public school employer of the employees of CICA for the purposes of the Education Employment Relations Act ("EERA"). CICA shall comply with the EERA.

CICA is independent from Twin Rivers Unified School District, and any District employees who choose to work at CICA shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof. All persons employed by CICA shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. CICA employees shall have no employment rights of any kind with Twin Rivers Unified School District.

CICA will develop and maintain an Employee Handbook detailing the rights and responsibilities of all CICA employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, CICA shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. CICA shall annually update and revise the Employee

Handbook to reflect changes in the law and/or policies. CICA shall be solely responsible for the hiring and compensation of CICA employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any CICA teacher or employee.

Governing Law: Except for the requirement that a pupil be a California resident, subdivision (b) of Section 47612 shall not apply to a charter school program that provides instruction exclusively in partnership with any of the following:

- The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101, et seq.).
- Federally affiliated Youth Build programs.
- Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14406 or 14507.5 of the Public Resources Code.

-- California Education Code § 47612.1.

Governing Law: Notwithstanding any other provision of law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:

- The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.).
- Federally affiliated Youth Build programs.
- Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.
- Instruction provided to juvenile court school pupils pursuant to subdivision (b) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.

-- California Education Code § 47605.1 (f).

Element N Mandatory Dispute Resolution

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." (Ed. Code § 47605(c)(5)(N).)

Disputes Arising from within CICA

It is the intent of Twin Rivers Unified School District and CICA that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible.

Complaints regarding the operation of CICA, which do not involve Twin Rivers Unified School District liability or issues of student health or safety, will be forwarded to CICA for processing according to procedures adopted by CICA, prior to being addressed by Twin Rivers Unified School District. CICA procedures shall include reasonably expeditious timelines and a full opportunity for parents/guardians of any students who are minors directly affected to express their concerns. Twin Rivers Unified School District will not address the dispute if CICA can fully resolve the problem unless CICA requests Twin Rivers Unified School District's involvement.

Disputes between CICA and Twin Rivers Unified School District

CICA recognizes that it cannot bind Twin Rivers Unified School District to a dispute resolution procedure to which Twin Rivers Unified School District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. CICA is willing to consider changes to the process outlined below as suggested by Twin Rivers Unified School District. CICA and Twin Rivers Unified School District will be encouraged to attempt to resolve any disputes with CICA amicably and reasonably without resorting to formal procedures.

In the event of any dispute between CICA and Twin Rivers Unified School District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute, which shall be simultaneously submitted to Twin Rivers Unified School District's Superintendent or designee, and the Executive Director of HCCTS. The Executive Director and the Superintendent or designee shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law.

The cost of the mediator shall be equally split between the parties.

CICA shall timely notify Twin Rivers Unified School District of any and all complaints filed against CICA by its employees, students, parents, and vendors, involving violations of the Charter, the MOU, state or federal law, or alleged financial mismanagement.

Revocation Protocol

CICA and Twin Rivers Unified School District agree that the dispute resolution procedure set forth above shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, Twin Rivers Unified School District shall provide CICA with written notice of its belief and an opportunity to meet with and respond to Twin Rivers Unified School District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless Twin Rivers Unified School District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code § 47607(g) and its implementing regulations. Thereafter, if Twin Rivers Unified School District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code § 47607.

Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. (California Education Code § 47605(h).)

CICA shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code § 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of CICA or for claims arising from the performance of acts, errors, or omissions by CICA if the authority has complied with all oversight responsibilities required by law. CICA shall work diligently to assist Twin Rivers Unified School District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure CICA shall not be liable for the operation of CICA.

Further, CICA and Twin Rivers Unified School District shall enter into a memorandum of understanding, wherein CICA shall indemnify Twin Rivers Unified School District for the actions of CICA under this charter.

The corporate bylaws of CICA shall provide for indemnification of the Twin Rivers Unified School District's Board, officers, agents, and employees, and CICA will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of Twin Rivers

Unified School District and the Twin Rivers Unified School District insurance company for schools of similar size, location, and student population. Twin Rivers Unified School District shall be named an additional insured on the general liability insurance of CICA.

The CICA Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Element O Charter School Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." (Ed. Code § 47605(c)(5)(O).)

The following procedures shall apply in the event CICA closes, regardless of the reason for closure. Closure of CICA shall be documented by official action of the Board of Directors of CICA. The action shall identify the reason for closure and designate an entity and individual(s) responsible for closure-related activities. The CICA Board shall promptly notify Twin Rivers Unified School District (TRUSD), within ten (10) business days, of the closure and the effective date of the closure. Closure initiated by the CICA Board shall not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The entity responsible for implementing the closure procedures shall be experienced in the dissolution and closure of public educational programs and shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, payment of debts and liabilities, and distribution of remaining assets.

The CICA Board of Directors shall also notify the Sacramento County Office of Education, the School's SELPA, the retirement systems in which the School's employees participate and the California Department of Education of the closure, as well as the effective date of the closure. This notice shall include the name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; the manner in which parents/guardians (in the case of a minor) and adult students may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements; and student contact information, which shall also be promptly provided to TRUSD.

The CICA Board of Directors shall also develop a list of students in each grade level and the classes they have completed, together with information on each student's district of residence, which the Board shall provide to the entity responsible for closure-related activities. The CICA Board of Directors shall ensure timely notification to the parents and students of the School of the closure and provide information to assist them in locating suitable alternative programs. This notice shall be provided within ten (10) business days following CICA's decision to close the School.

As applicable, CICA will provide parents, students, and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. CICA will ask TRUSD to store original records of CICA students. If TRUSD is unable or unwilling to store the records, CICA will work with the Sacramento County Office of Education to determine a suitable alternative location for storage. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

All state assessment results, special education records, and personnel records shall be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, CICA shall prepare final financial records. Within six (6) months following the date of closure, CICA shall also have an independent audit completed. The audit shall be paid for by CICA using its Reserve Fund and shall be conducted according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits, selected by CICA. The audit shall be provided to TRUSD promptly upon completion. The final audit shall include an accounting of all financial assets, including cash and accounts receivable; an inventory of property, equipment, and other items of material value; an accounting of liabilities, including accounts payable, any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to CICA.
CICA shall complete and file any annual reports required pursuant to Education Code § 47604.33.

Upon closure of CICA, all assets of CICA, including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending CICA, after payment of debts and liabilities and refunds to applicable agencies, shall be distributed in accordance with CICA's Articles of Incorporation to another California public educational entity. Any assets acquired from TRUSD will be promptly returned to TRUSD upon closure. The distribution shall include the return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or applicable state and federal law, including the submission of final expenditure reports and final performance reports. Donated materials and property shall be returned in accordance with any conditions established when the donation was accepted.

On closure, CICA shall remain solely responsible for all liabilities arising from the operation of the School. As CICA is operated by a nonprofit public benefit corporation, should the corporation dissolve upon closure, the Board shall follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary documents with the appropriate state and federal agencies.
As specified by the Budget in the Appendix, CICA will utilize its Reserve Fund to undertake any expenses associated with the closure procedures identified above.

APPENDIX

A. Organizational Chart Updated September 18, 2025
- a. HCCTS Organizational Chart

B. Leadership Resumes 2025-2026
- a. Executive Director, Jonathan Raymond
- b. Chief Operations Officer, Teresa Cummings
- c. Deputy Director, Chief Academic Officer, Eric Chapman
- d. Chief Business Officer, Matthew Lemos
- e. Senior Director of School Services, Mayra Valdivia
- f. Senior Director of Instruction, Brian Hamilton
- g. Director of Fiscal Services, Diana Gonsalves
- h. Director of Instruction and Professional Learning, Andrew Michaud
- i. Director of Accountability and Assessment, Melissa Roberson
- j. Director of Workforce, Career Technical Education and Adult Education, Christina Martinez
- k. Director of Student Services, Isaura Cacho
- l. Director of Human Resources, Jasmine Gibbs

C. Leadership Job Descriptions
- a. Senior Director of School Services
- b. Senior Director of Instruction.
- c. Director of Student Services (NEW)
- d. Director of Instruction & Professional Learning
- e. Director of Human Resources Job Description (03-14-2023) Approved
- f. Director of Accountability and Assessment
- g. CTE Director of Career Technical Education, Workforce Solutions & Adult Education
- h. Chief Business Official (CBO) 10-03-2024.pdf
- i. Associate Deputy Director Job Description.pdf
- j. Executive Director Employment Agreement

D. Board Policies and Handbooks 2025-2026
- a. 4331 BP Administrative Credential Reimbursement
- b. 4115 BP Personnel Evaluation and Supervision
- c. 4112.2 BP Credentialing Requirements Communications
- d. 2025 Emergency Operations Guide
- e. 1325 BP Marketing: Advertising and Sponsorship Policy
- f. 3100 BP Budget Development and Oversight
- g. 3581 BP Data Retention and Record Management
- h. 5144.1 BP Suspension and Expulsion
- i. Employee Handbook

E. Fiscal Documents 2025-2026

a. Adopted Budget 2025-2026

F. Governing Board Approval

a. HCCTS Board agenda September 18th, 25

G. WIOA Partnership Agreement

a. Sacramento Employment and Training Agency MOU

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H. References

a. Echevarría, J., Vogt, M., & Short, D. J. (2016). *Making content comprehensible for English learners: The SIOP model* (5th ed.). Pearson.
b. García, O., & Wei, L. (2014). *Translanguaging: Language, bilingualism and education.* Palgrave Macmillan.
c. Gibbons, P. (2015). *Scaffolding language, scaffolding learning: Teaching English language learners in the mainstream classroom* (2nd ed.). Heinemann.
d. González, N., Moll, L. C., & Amanti, C. (Eds.). (2005). *Funds of knowledge: Theorizing practices in households, communities, and classrooms.* Lawrence Erlbaum Associates.
e. Knowles, M. S., Holton, E. F., III, & Swanson, R. A. (2005). *The adult learner: The definitive classic in adult education and human resource development* (6th ed.). Elsevier.
f. Mezirow, J. (1991). *Transformative dimensions of adult learning.* San Francisco, CA: Jossey-Bass.

CICA Material Revision Presentation 12.02.2025



California Innovative Career Academy

Our Students

Our goal is to rebuild better, acting with integrity and urgency, always keeping students at the center of every choice.







CICA Sites

CICA is requesting approval to operate at the 17 locations listed below.

14 Student Serving Sites:

- 33rd St. (2520 33rd St, Sacramento, CA 95817)
- 37th Ave. (3301 37th Avenue, Sacramento, CA 95824)
- Boxwood St. (2260 Boxwood Street, Sacramento, CA 95815)
- Center Pkwy. (7839 Center Parkway, Sacramento, CA 95823)
- College Oak Dr. (4545 College Oak Drive, Sacramento, CA 95841)
- Folsom Blvd. (10017 Folsom Blvd, Sacramento, CA 95827)
- Franklin Blvd. (5961 Franklin Blvd, Sacramento, CA 95824)
- Hillsdale Blvd.(5655 Hillsdale Blvd, Sacramento, CA 95842)
- Howe Ave. (1111 Howe Avenue, Sacramento, CA 95825)
- Hurley Way (3205 Hurley Way, Sacramento, CA 95864)
- Industrial Pkwy. (8180 Industrial Parkway, Sacramento, CA 95824)
- Marconi Ave. (3727 Marconi Ave, Sacramento, CA 95821)
- Old Auburn Rd. (7817 Old Auburn Road, Citrus Heights, CA 95610)
- Todhunter Ave. (800 Todhunter Avenue, West Sacramento, CA 95605)

3 Administrative Support Locations:

- Arden Way (901 Arden Way, Sacramento, CA 95815
- Florin Rd. (3801 Florin Road, Suite 107, Sacramento, CA 95823)
- Hemlock St. (5537 Hemlock Street, Sacramento, CA 95841)

CICA Sites Continued

If TRUSD does not approve the proposed site list included in the CICA Material Revision, CICA respectfully requests to operate at the locations outlined in the MOU Amendment No. 3 executed on January 23, 2024. Please note some sites' leases previously approved in the MOU Amendment No. 3 have been terminated. Even though TRUSD previously approved sites outside of Sacramento County, those locations will no longer be operated by CICA. In addition, HCCTS has closed some of the sites inside the Sacramento County previously approved by TRUSD due to declining enrollment.

- 24th/St. Anne's (7720 24th Street, Sacramento, CA 95814)
- Auburn (4441 Auburn Blvd, Suite H, M and J, Sacramento, CA 95841)
- Bowling (7171 Bowling Drive, #1120, Sacramento, CA 95823)
- Del Paso/Cavalry (1100 Las Palmas Avenue, Sacramento, CA 95815)
- Florin Rd (3801 Florin Road, Suite 107, Sacramento, CA 95823)
- Grand Avenue (1333 Grand Avenue, Sacramento, CA 95838)
- Hillsdale (5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842)
- Hurley (3205 Hurley Way, Sacramento, CA 95864)
- Industrial (8180 Industrial Pkwy, Sacramento, CA 95824)
- Jackson/Bethany (9880 Jackson Road, Sacramento, CA 95827)
- Maple 2 (5961 Franklin Blvd, Sacramento, CA 95824)
- Marconi 2 (3727 Marconi Ave, Sacramento, CA 95821)
- Marysville (715 C Street, Marysville, CA 95901)
- North Laguna 2 (8211 Bruceville Rd.#125, Sacramento, CA 95823)
- Saint John's (Address redacted due to the privacy of our students)
- West Sac/Holy Cross (800 Todhunter Avenue,West Sacramento, CA 95605)

Administrative sites:

- Howe Avenue (1111 Howe Avenue, #630, Sacramento, CA 95825)

CICA Grade Levels

CICA's charter petition, which was approved by TRUSD for July 1, 2019 does not specify grades levels offered, however CICA is currently offering grades 9, 10, and 12 as outlined below.



Grades	Credits
Grade 9	0-50
Grade 10	51-149
Grade 12	150-180

CICA Grade Levels with Material Revision Approval

If the CICA material revision is approved	
Grades	Credits
Grade 9	0-50
Grade 10	51-100
Grade 11	101-149
Grade 12	150-180

- Create 11th grade in PowerSchool
- Modify master schedule
- Move students in PowerSchool from grade 10 to grade 11 if they have between 101-149 credits
- Contract with Charter Impact to support with the transition
- Implement CAASPP for all eligible grade 11 students
- HCCTS board approved the course outline for English 9-12
- CICA leadership sent a request to Charter Impact to identify grade 11 students
- CICA academic leadership has drafted a new master schedule which reflects these grades
- CICA leadership is revisiting the enrollment procedures for the updated grade levels

If the CICA material revision is not approved by TRUSD, CICA will conform to the existing charter and MOU sites by the Spring of 2026 and will continue offering grades 9, 10, and 12.

Proposed CTE Programs for 2025-2026 School Year





- Digital Literacy and Multimedia
- Medical Services
- Microsoft Office Specialist (MOS) Certification
- Personal Finance
- Real Estate
- Culinary Arts
- Early Childhood Education (ECE)

Updated Credential Qualifications

In the 2024-2025 school year, CICA modified credential requirements for teachers as required by the CTC and communicated by TRUSD. This material revision will align the charter document to the agreement made by the school to utilize K-12 credentials rather than adult credentials for its teachers.

COMMISSION ON TEACHER CREDENTIALING
ENSURING EDUCATOR EXCELLENCE

New Curriculum and Assessments

In 2025-2026 CICA will begin these new assessments as recommended by TRUSD:

- CAST Testing
- CAASPP Testing

- SAVVAS Curriculum was implemented in the beginning of the 2025-2026 school year to ensure that our curriculum is aligned to CCSS
- Professional Learning Communities (PLC) were implemented with professional development support from Savvas
- Professional Development for academic staff was planned in HCCS Academic Calendar for 15 days during the school year

What's at Stake









CICA Response to NOV Intent to Revoke
12.02.2025



CICA
California Innovative Career Academy

Notice of Violation: Grade Levels

- CICA is currently serving students in grades 9, 10, and 12
- CICA's original charter petition does not specify which grade levels it serves, only states that CICA serves students 22 years and older
- CICA is proposing to add grade 11 as reflected in the material revision
- On September 26, 2025, CICA submitted the material revision to the District

Educational Focus	Hi provides an educational opportunity that offers California standards-aligned curriculum, instruction designed to maximize the growth of all students, and a goal-oriented program of helping every student realize his or her potential.
Grades Served	Serving adults 22 years of age and older, who do not have a U.S. high school diploma.

Notice of Violation: Grade Levels

Current CICA Method for Grade Assignment	
Grades	Credits
Grade 9	0-50
Grade 10	51-149
Grade 12	150-180

If the CICA material revision is approved	
Grades	Credits
Grade 9	0-50
Grade 10	51-100
Grade 11	101-149
Grade 12	150-180

If the CICA material revision is not approved, CICA will continue offering grades 9, 10, and 12.

Notice of Violation: CICA Sites

- On September 18, 2025, CICA prepared a material revision listing all student sites and presented it to the board

- On September 26, 2025 CICA submitted the board approved material revision to TRUSD
- These sites reflect operating only in Sacramento County going forward and at fewer sites within Sacramento County to reflect declining enrollment.

CICA Sites with MOU No. 3 Approval

If TRUSD does not approve the proposed site list included in the CICA Material Revision, CICA will operate at the locations outlined in the MOU Amendment No 3 executed in January 23, 2024.
Please note some sites' leases previously approved in the MOU Amendment No 3 have been terminated. Even though TRUSD previously approved sites outside of Sacramento County, those locations will no longer be operated by HCCS. In addition, we have closed some of the sites inside the Sacramento County previously approved by TRUSD due to declining enrollment.

- 24th (St. Anne's)
- Auburn (4441 Auburn Blvd, Suite H, M and J, Sacramento, CA 95841
- Bowling (7171 Bowling Drive, #1120, Sacramento, CA 95823
- Del Paso (Cavalry) (1100 Las Palmas Avenue, Sacramento, CA 95815
- Florin Rd (3801 Florin Road, Suite 107, Sacramento, CA 95823
- Grand Avenue (1333 Grand Avenue, Sacramento, CA 95838)
- Hillsdale (5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842)
- Hurley (3205 Hurley Way, Sacramento, CA 95864)
- Industrial (8180 Industrial Pkwy, Sacramento, CA 95824)
- Jackson (Bethany) (9880 Jackson Road, Sacramento, CA 95827)
- Maple 2 (St. Rose) - (5961 Franklin Blvd, Sacramento, CA 95824)
- Marconi 2 (3727 Marconi Ave, Sacramento, CA 95821)
- Marysville (715 C Street, Marysville, CA 95901)
- North Laguna 2 (8211 Bruceville Rd.#125, Sacramento, CA 95823
- Saint John's(Address redacted due to the privacy of our students)
- West Sac (Holy Cross) (800 Todhunter Avenue,West Sacramento, CA 95605)

Administrative sites:

Howe Avenue (1111 Howe Avenue, #630, Sacramento, CA 95825)

Notice of Violation: 23-24 Independent Audit Report

- On May 12, 2025 CICA provided TRUSD with a first draft of the Eide Bailly audit
- On October 10, 2025 CICA provided TRUSD with an updated draft audit
- On October 31, CICA provided the District the full correspondence record covering the prior two years

Notice of Violation: Failure to Track and Meet Instructional Minutes

As an independent study school, CICA instructional minutes differ from HCCS instructional minutes

HCCTS created an assigned work record form and process specifically for CICA, where credentialed teachers verified the work completed by students and assign time value for each assignment completed by each student

On September 26, 2025 CICA submitted the evidence to TRUSD which included:

- SAVVAS pacing guides for the following subjects: pre-algebra, algebra, geometry, government, chemistry, biology, world history, economics, US history, California Ethnic Studies, Business Computer, Grade 12 Curriculum Map
- Student work sample training, work sample guidelines, October IS compliance training, learning report example
- Master Agreement trainings in Russian, Ukrainian, Farsi, Pashto, and Spanish

Notice of Violation: Credential Misassignment

Credential assignments at CICA are resolved and verification is now built into our staffing work.

Notice of Violation: Exclusive Partnership Agreement

- On January 14, 2025, HCCTS discontinued the partnerships between the truck driving program and Sac County Sheriff, Sac Police, and Local 185. All partners and CTE Truck Driving employees were informed and this information was sent to TRUSD
- On June 30, 2025 HCCTS laid off all employees associated with the truck driving program
- On August 14, 2025, HCCTS started the new school year and did not open the truck driving program.
- On October 31, 2025, HCCTS met with TRUSD and provided separation notices of all previous truck driving and CTE employees and their dates of employment. HCCTS also provided letters and email correspondence sent from Sac County Sheriff, and Sac Police in January 2025 asking HCCTS not to discontinue the partnership.
- On November 6, 2025, HCCTS sent TRUSD letters written by Sac County Sheriff and Sac Police confirming partnerships ended on January 14, 2025.

Notice of Violation: Fiscal Mismanagement - San Diego

- On November 11, 2024 HCCTS asked a remote worker living in San Diego to vacate the office space where he had been working and he vacated on November 29, 2024.
- On March 27, 2025, HCCTS contracted with Newmark to sublet the space in San Diego.
- On June 3, 2025, HCCTS disconnected the internet and all utilities.
- On October 26, 2025 HCCTS informed TRUSD that the San Diego site was vacated and provided the Newmark sublease contract as evidence of actions taken.
- On November 4, 2025, having no interested parties to sublet, HCCTS requested to terminate the lease agreement for the San Diego location.
- On November 13, 2025, HCCTS signed the lease termination and submitted the final invoice for the San Diego location on November 15, 2025.
- On November 18, 2025 HCCTS sent TRUSD the lease termination and final check to show that the lease in San Diego was fully terminated.


EQUITY
HIGHLANDS
Career Academy


HIGHLANDS


CA
EQUITY
FLOW AWAY


HIGHLANDS


HIGHLANDS


HIGHLANDS

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

CICA Intent to Revoke Response



December 02, 2025

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Notice of Violation: Grade Levels

HCCS has proposed offering grades 9-12 as recommended by TRUSD. If TRUSD approves the material revision, HCCS will offer grades 9-12 and the issue of grade levels will be resolved.

TRUSD Review	CICA Response	Evidence
Tardiness in responding to the Material Revision requirement	CICA's original charter petition stated that HCCS would serve adults aged 22 years and older but did not specify grades. CICA is currently offering grades 9, 10, and 12 and has not submitted a material revision. The new material revision is requesting to offer grades 9, 10, 11, and 12. CICA hopes that the updated material revision for grade levels will be approved by TRUSD and the issue will be resolved. CICA is committed to only serving the grades approved by TRUSD. If TRUSD denies the grades proposed in the material revision, CICA will go back to serving only grades 9, 10, and 12.	The CICS Material Revision was board approved on 09/18/25. CICA has drafted a detailed grade level transition plan which was sent to TRUSD on 11/20/25. The plan shows how CICA will add grade 11 if the material revision is approved. CICA will continue serving grades 9,10, and 12 if the material revision is denied.
Unable to assert the item is remedied until the Material Revision is reviewed by TRUSD Board of Trustees		The HCCTS Board of Directors has reviewed and approved the CICA Material Revisions three

		times during the 2024-2025 school year. Each time, CICA has provided the updated version to TRUSD immediately following board approval. The first CICA Material Revision was presented and approved on 09/18/25 subject to legal review and recommendations and sent to TRUSD on 09/26/25. Then after additional feedback from legal, we took the material revisions back to the board on 10/09/25 and submitted it to TRUSD on 10/10/25. TRUSD provided CICA feedback on the material revision and after making the changes, it went back to the HCCTS board on 12/02/25, and will be sent back to TRUSD the same day.
Exhibits not accessible to District until 9/29/25	CICA submitted a formal response to TRUSD for the NOVs which were due on 09/26/25. The evidence was provided to TRUSD on the	

	due date via email with a link to the Google Drive folder where the evidence was contained.Prior to the due date CICA asked TRUSD how they preferred to receive the evidence (such as via email, Google Drive, flash drive). TRUSD did not express a preference. On the due date CICA sent TRUSD a link to a Google Drive folder which contained the evidence. Following receipt, TRUSD said they would like to receive the evidence via email and/or via flash drive. CICA converted all of the evidence to PDF and both emailed it to Shari Warta and put everything on a flashdrive and drove it to TRUSD where it was delivered in person on 09/29/25. Please note that CICA attempted to deliver the evidence to TRUSD on the due date.	

Notice of Violation: Locations

CICA has proposed operating at 14 student serving sites and 3 admin sites. These sites are accurately reflected in the CICA material revision. If TRUSD accepts the CICA material revision, the locations violation will be resolved.

TRUSD Review	HCCS Response	Evidence
Tardiness in responding to the Material Revision requirement	CICA acknowledges that MOU Amendment No. 3 between TRUSD and CICA dated	CICA Material Revision Board Approved

	01/25/24 contains a list of approved sites where TRUSD has agreed to allow CICA to operate. CICA acknowledges operating sites not listed in the MOU Amendment No. 3 and has drafted the CICA material revision with updated sites that clearly shows which sites CICA is currently operating in for both serving students and providing office space for staff. CICA hopes that the material revision will be approved by TRUSD and the issue will be resolved.	09/18/25. HCCTS updated board policy for opening and closing procedures which now includes authorizer approval for the addition of any new site, board approved by HCCTS on 12/02/25 and sent to TRUSD on 12/02/25.
Unable to assert the item is remedied until the Material Revision is reviewed by TRUSD Board of Trustees	HCCTS requested that TRUSD Board of Trustees review the HCCS Material Revision prior to the hearing for the notice of violation, however TRUSD chose to schedule the notice of violation prior to reviewing the material revision. If the material revision is approved, CICA will operate at the new approved locations. As a result, this issue is fully remedied regardless of whether TRUSD agrees to the material revision or compels the charter school to only operate at facilities included in MOU Amendment No. 3.	CICA drafted a detailed plan which outlines how CICA will return from the sites where we are currently serving students back to MOU Amendment No. 3 sites. This was sent to TRUSD on 11/20/25. CICA drafted another detailed plan which shows where and how CICA will close sites between January to June of 2025, consistent with the locations approved in the material revision. This was provided to TRUSD on 12/01/25.

If the Material Revision is not approved, TRUSD would require further actions to cease operations and address ongoing expenses at the locations not listed in the MOU Amendment No. 3.	CICA is committed to aligning with TRUSD for operating only within the approved sites. If TRUSD denies the CICA material revision, HCCS has a plan to return to the CICA locations approved in MOU Amendment No.3. Regardless of which sites are approved by TRUSD, the school is committed to reducing its facilities costs in alignment with its lower enrollment, and has developed a plan to generate significant savings through termination of now unnecessary facilities leases.	

Notice of Violation: Independent Audit Report

HCCTS contracted with Eide Bailly to conduct the 2023–24 audit. While a draft was provided on May 9, 2025 and again on October 10, 2025, the process has been significantly delayed due to a combination of external and internal factors which include:

- Eide Bailly's 2022–23 audit being selected for review by the State Controller, which diverted capacity and slowed the 2023–24 work.
- Errors identified in the draft related to unduplicated pupil counts, which required national-level review and corrections, and
- Additional testing required following the release of the California State Auditor's report, which heightened risk assessments.

TRUSD Review	HCCS Response	Evidence
HCCS provided a draft of the reports on 10/10/25	The delay in providing the independent audit is due to factors outside of HCCTS' control. HCCTS contracted with a vendor approved by the State Controller to produce the audit in a reasonable time frame, and that vendor has not been able to deliver a completed product. As delays have mounted HCCTS has taken every step possible to produce a completed audit. In order to comply to the extent possible, HCCTS has provided TRUSD with two drafts of the audit as supplied by Eide Bailly. On 12/02/25 HCCTS accepted the independent audit produced by Eide Bailly for HCCTS for the 2023-2024 school year.	CICA sent TRUSD a comprehensive list which contained all the communication HCCTS had with Eide Bailly from 2023-2025 CICA sent TRUSD a letter from Eide Bailly regarding State Controller and State Auditor dated 04/17/25. CICA sent TRUSD a legal letter HCCTS had drafted by legal counsel at YM&C which was sent on 9/11/25 demanding Eide Bailly release the audit
Although HCCTS has taken action to resolve the issue, this item remains open until the final audit report is received	HCCTS has now accepted the final audit draft.	HCCTS sent TRUSD Independent State Audit completed by Eide Bailly for HCCTS on 05/09/25. HCCTS sent TRUSD the updated Independent

		State Audit for HCCTS on 10/08/25. HCCTS sent TRUSD Document requests from Eide Baily that were fulfilled by HCCTS.

Notice of Violation: Instructional Minutes

TRUSD Review	CICA Response	Evidence
Pacing guides are unclear	CICA provided TRUSD with pacing guides in the prior year that were developed for Edmentum, the online curriculum previously used at CICA. At the beginning of the 2025-2026 school year, CICA adopted Savvas as the new curriculum. This change took place and was implemented on 08/14/25. Following the implementation of Savvas, CICA provided TRUSD with pacing guides for Savvas on 10/31/25.	CICA sent TRUSD the 2025-2026 Instructional Minutes Report
Unclear how time values are determined	CICA utilizes an assigned work record document that requires teachers to track student assignments and determine the time value of each assignment. Credentialed teachers are required to	CICA sent TRUSD the following items on 10/31/25: Savvas Algebra Pacing

	complete these forms for all students for each learning period. This process accounts for the variability in the time it takes each student to complete the same assignments. For ELLs sometimes students take more time or need additional support, while high performing students take less. Here, teachers utilize a pacing guide and curriculum maps to keep students on track in completing courses, but retain the flexibility required by students who need an independent study model. The assigned work record form was sent to TRUSD on 10/31/2025 along with Savvas pacing guides and curriculum tools.	& Planning Guide Savvas Geometry Pacing & Planning Guide Savvas American Government Pacing & Planning Guide Savvas Curriculum Map Savvas Curriculum Map Grade 9 Savvas Curriculum Map Grade 10 Savvas Biology Pacing & Planning Guide Savvas Chemistry Pacing & Planning Guide Savvas Economics Pacing & Planning Guide Savvas Pre-Algebra Pacing Guide

		Savvas US History Interactive Planning Guide Savvas World History Interactive Planning & Pacing Guide Savvas California Ethnic Studies Teacher Guide Savvas Business Computer Applications Pacing Guide
Unclear as to how the assignments are scored and what method of evaluation was used to show if students are meeting learning objectives	CICA teachers assign work in Savvas which is automatically graded and they also assign work which they must manually grade. CICA teachers are responsible for ensuring that all student work is appropriately graded. All submitted independent study work samples are graded as part of the compliance requirements and CICA's policies. The time value-earned for each student depends on the ability of each student and the certificated teacher's judgment.	CICA sent TRUSD the following items on 10/31/25: CICA Student Work Sample Training Slides CICA Student Work Sample Guidelines CICA Independent Study Compliance training from October 2025

		CICA Student Work Samples CICA Learning Report Example
Multiple concerns with agreements remain. (Not provided in student's language, agreements not clear, etc.)	In the 2024-2025 school year, CICA created master agreements for students in the following languages: ● English ● Russian ● Ukrainian ● Farsi ● Pashto ● Spanish In the 2025-2026 school year, CICA is in the process of drafting master agreements in these additional languages: ● Dari ● Vietnamese ● Mandarin ● Arabic ● Hmong Master agreements will be made available in any additional language as requested by students.	CICA provided TRUSD the following items on 10/31/25: CICA Master Agreement Training CICA Master Agreement in Russian CICA Master Agreement in Ukrainian CICA Master Agreement in Farsi CICA Master Agreement in Pashto CICA Master Agreement in Spanish

Notice of Violation: Teacher Credentialing & Misassignments

TRUSD Review	HCCS Response	Evidence
The monthly assignment monitoring data provides evidence that HCCTS has changed staffing practices and reformed to comply with the law moving forward	CICA is in full compliance with teacher credentialing and reports.	**No additional evidence required because TRUSD found that this issue has been remedied.**
HCCTS staff have become more knowledgeable about credentialing options to ensure compliance	CICA credentialing coordinators have been trained and are working closely with TRUSD, SDCOE, and CTC to ensure full compliance.	
HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing	CICA is committed to teacher credentialing compliance.	

Notice of Violation: Exclusive Partnership Agreement/ Truck Driving Program

HCCTS discontinued the relationships between the truck driving program and outside agencies, including Local 185, Sacramento County Sheriff, and Sacramento Police. These partnerships officially ended on January 14, 2024 and the truck driving program was discontinued on June 30, 2025 for all HCCTS students. At this time, there is no plan in place to bring back the truck driving program.

TRUSD Review	HCCS Response	Evidence
Lack of evidence that proves the partnerships with outside entities were terminated	The CICA truck driving program was discontinued on 06/30/25. There are no partnerships with any outside entities at this time because the program no longer exists. Detailed evidence of this has been provided to TRUSD between December 2024 and November 2025. CICA acknowledges that students not enrolled in a WIOA program were previously enrolled in the truck driving program, but this practice was discontinued in January 2024. The intent of the partnerships were to benefit the wider community and the school through mutually beneficial cooperation, but CICA acknowledges that there should have been an agreement where these participants were registered in CalJobs to avoid a violation of our exclusive partnership. The benefit to the community and the end of the partnership are both demonstrated by the Sacramento County Sheriff's appeal to the former interim Executive Director to not discontinue the partnership. These formal letters and emails were sent to TRUSD.	HCCTS provided TRUSD with a Letter to CICA from Sacramento County Sheriff Jim Cooper dated 01/23/25. HCCTS has provided TRUSD with the Letter to CICA from the Sacramento Police Department requesting that CICA continue the partnership. HCCTS provided TRUSD with the email sent from Sergey Ivanyuk (CICA Truck Driving Coordinator) to the truck driving team regarding the discontinuation of the partnerships with Sacramento Police, Sacramento Sheriff, and Labor Union 185 on 01/15/25. HCCTS provided TRUSD with the email sent from

	Last month, CICA also provided letters to TRUSD from its former partner organizations in which they note the date the partnership was terminated.	Sacramento County Sheriff's Office to HCCTS former Executive Director, Bill McGuire requesting to continue the trucking driving partnership on 01/23/25. HCCTS provided TRUSD with the email sent from Bill McGuire to Stephen Scarrazzo at the Sacramento County Sheriff's Office on 02/01/25 outlining changes CICA is making with partnerships. HCCTS provided TRUSD with a letter from the Sacramento Police Department on 11/06/25 which affirms that the partnership with HCCTS ended in January of 2024.
The CTE Instructor's statements were inconsistent with HCCS's response	HCCS' response is supported by all entities with which it had partnerships as evidenced by their letters. Two of these	All HCCTS truck driving employees from the 2024-2025 school year

	entities are law enforcement agencies. The District is improperly relying on a statement from one former employee over the statement of not just the school, but multiple credible outside agencies who sent the individuals to participate in the truck driving program. HCCS requests that the District re-weigh the evidence in light of the letters provided by outside agencies and consider this issue fully resolved in light of the new evidence.	are no longer employees at HCCTS, so it is not possible for a current instructor's statements to be inconsistent with that of the school. HCCTS provided TRUSD with the former Truck Driving employee Names, roles, and dates of employment.

Notice of Violation: Fiscal Mismanagement San Diego

TRUSD Review	HCCS Response	Evidence
The property has not been sublet	HCCTS terminated the San Diego lease agreement on 11/15/25 and paid the final bill on 11/17/25. These items were sent to TRUSD on 11/18/25.	On 10/26/25, HCCTS sent TRUSD information regarding the San Diego lease agreement that contained the actions taken by HCCTS. HCCTS informed TRUSD that the space was empty, and we

		provided the contract between HCCTS and Newmark real estate agency to show the intention to sublet.
The lease remains in place with expenses ongoing	The lease has been terminated and there are no additional ongoing expenses.	On 11/29/24, HCCTS asked a remote worker living in San Diego to vacate the space where he had been working On 06/03/25, HCCTS disconnected the internet and all utilities On 03/27/25, HCCTS contracted with Newmark to sublet the space in San Diego. On 11/04/25, having no interested parties to sublet, HCCTS requested to terminate the lease agreement for the San Diego location. HCCTS terminated the San Diego lease agreement on 11/15/25

		and paid the final bill on 11/17/25.
The past moneys spent on the expensive property, which was not directly used for HCCTS students has not been addressed or remedied.	CICA has vacated the property. CICA can only attempt to mitigate the financial loss associated with the lease by subletting the property at the most favorable rate it can obtain or terminating the lease to mitigate further losses. CICA attempted first to sublet the property but found that not to be feasible, so it terminated the lease to help mitigate further financial losses. CICA requests that the District find that the charter school has remedied this matter through terminating the lease. The intent of the revocation statute is to bring a charter school into compliance with law and its charter. This has happened here. The law was never intended to be applied in a manner that would effectively require a charter school to be perfect in all of its operations because any issue could later support revocation even after it is corrected.	On 10/31/25 HCCTS met with TRUSD and reviewed the evidence for San Diego. On 11/18/25 HCCTS sent TRUSD the lease termination and final check to show that the lease in San Diego was fully terminated.
	HCCTS has implemented stronger financial controls, including requiring written authorization from the District with an attendant fiscal analysis before presenting any potential site to the HCCTS Board.	On 12/02/25, HCCTS updated BP 7150.5 School Site Opening and Closure Policy, which addresses the process of opening and

		closing sites. This policy ensures that all sites have a benefit to students, and requires a written report analyzing the financial analysis which must be submitted to the school's authorizer prior to opening.

CONCLUSION

CICA has worked diligently to fully address every issue in the Notice of Violation presented by TRUSD. We have remedied all of these issues through board changes, administrator changes, policy changes, procedure changes, staffing changes, staff training, holding staff accountable to implement new policies, and stopping bad fiscal and operational decisions of prior leadership. This has all been part of Building Highlands Back Better. There is still more work to do, but the changes made to date fully remedy the concerns expressed in your notice. We are determined to make you proud of CICA again. Amidst all of these changes, it is important that none of us lose sight of the students served by CICA. There is no program like ours in the community, and a school closure would impact them dramatically. Please carefully consider what this program means to them, how much work we have put in to turn this school around, and how committed the new leadership team is to making this school even better in the years ahead.

California Innovative Career Academy

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

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted December 2, 2025

Preface

California Innovative Career Academy (CICA) respectfully submits this charter petition material revision request to the Twin Rivers Unified School District, seeking to continue the effective work of serving students in the District. This material revision is being submitted as the Charter School is requesting the following changes to the charter:

1. **Updated Number of Sites**
   CICA requests to maintain 14 sites as detailed in Element A.

0. **Updated Credential Qualifications**
   In the 2024-2025 school year, CICA modified credential requirements for teachers based on a May 2025 update from the CTC and additional guidance communicated by TRUSD. This material revision will align the charter document with our commitment to utilize K-12 credentials rather than adult credentials for its teachers.

0. **Proposed Career Technical Education (CTE) Programs for 2025-2026 School Year**
   CICA proposes to operate seven CTE programs in the 2025-2026 school year:
   - Culinary Arts
   - Digital Literacy and Multimedia
   - Early Childhood Education (ECE)
   - Medical Services
   - Microsoft Office Specialist (MOS) Certification
   - Personal Finance
   - Real Estate

0. **Addition of Grade 11**
   CICA proposes to add grade 11 in compliance with guidance from TRUSD.

0. **Addition of CAST and CAASPP Assessments**
   CICA will test students in both CAST and CAASPP based on guidance from the California Department of Education and TRUSD. While these assessments are intended for students in traditional high school programs, and CICA serves adults, HCCTS has implemented this assessment to ensure compliance and accountability in its academic programs.

0. **Enhanced Curriculum for Improved English Learner Support**
   The HCCTS Board has approved the Savvas curriculum for CICA. Implementation has begun with professional development support from Savvas in alignment with Professional Learning Community (PLC) structures.

0. **Lottery Procedures**
CICA respectfully requests approval to update its current lottery procedures to more accurately reflect the Charter School's existing admission practices. While maintaining full compliance with all applicable provisions of the California Education Code, CICA seeks to clarify and enhance its written policies and procedures to ensure greater transparency, accessibility, and alignment with the school's mission of serving adult learners. These updates will streamline the admissions process, reflect current operational structures, and better address the needs of the diverse student population.

With TRUSD's approval, CICA will continue to uphold equitable and compliant admission practices while refining procedures to ensure they are clear, consistent, and supportive of the school's commitment to access and inclusion.

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GLOSSARY

Term	Definition
CICA	California Innovative Career Academy; an adult-serving independent study charter high school.
HCCTS	Highlands Community Charter and Technical Schools; the charter management organization that operates CICA.
TRUSD	Twin Rivers Unified School District; the charter authorizer for CICA.
WIOA	Workforce Innovation and Opportunity Act; federal legislation supporting workforce development programs, which CICA partners with.
SETA	Sacramento Employment and Training Agency; a WIOA-funded partner organization.
CAASPP	California Assessment of Student Performance and Progress; a statewide academic assessment system.
CAST	California Science Test; a science component of the CAASPP suite.
CASAS	Comprehensive Adult Student Assessment Systems; a nationally validated testing system for adult basic education.
COAAP	Civic Objective and Additional Assessment Plan; assessment modules for EL Civics programs, aligned to CASAS.
EL Civics	English Literacy and Civics Education; curriculum combining English acquisition with civic participation.
SBAC	Smarter Balanced Assessment Consortium; standardized tests in ELA and Math included in CAASPP.
Edcite	A digital assessment platform used by CICA for EL Civics, End of Level tests and state testing practice.
Newsela	An online platform providing leveled articles for reading comprehension and critical thinking.
Burlington English	An English language learning platform offering digital and printable content for all levels.
Reading with Relevance	A literacy program using novels to develop reading and social-emotional skills.

ABC English	A foundational English curriculum for beginning learners.
Theme Packets	In-house, theme-based curriculum aligned to CASAS standards for various proficiency levels.
CTE	Career Technical Education; hands-on training in specific career pathways.
DASS	Dashboard Alternative School Status; a CDE accountability model for alternative schools like CICA.
SOP	Standard Operating Procedure; internal guidelines, such as those for attendance.
LCAP	Local Control and Accountability Plan; a planning and accountability tool required by the state.
CALPADS	California Longitudinal Pupil Achievement Data System; state reporting system for student-level data.
Great Hall	A collaborative platform at CICA where educators share curriculum resources.
ELPAC	English Language Proficiency Assessments for California; not used at CICA because it serves only adult learners.
ADEL	Adult English Language Learner; CICA's designation for adult English learners, not assessed by ELPAC.
SELPA	Special Education Local Plan Area; CICA remains a "school of the district" for special education purposes rather than joining a SELPA.
SDAIE	Specially Designed Academic Instruction in English; strategies for teaching academic content to English learners.
CCSS	Common Core State Standards; academic content standards adopted by California.
ESSA	Every Student Succeeds Act; federal law governing K-12 public education.
ESEA	Elementary and Secondary Education Act; federal legislation reauthorized by ESSA.
FERPA	Family Educational Rights and Privacy Act; federal law protecting student education records.

Ralph M. Brown Act	California law ensuring public access to meetings of local government bodies.
CAEP	California Adult Education Program; not the model used at CICA, which provides more extensive support.
NRS	National Reporting System; the federal accountability system for adult education programs.
GOALS 2	CASAS Math and Reading assessments for higher-level learners in the HS program.
ABC (College)	Advanced Beauty College; a discontinued external CTE partner.
Unitek College	A former CTE partner offering medical assistant training (now discontinued).
Federico	A discontinued CTE partner offering cosmetology and barbering training.
MIXED Institute	An external CTE partner offering cosmetology-related training.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I, hereby certify that the information submitted in this application for California Innovative Career Academy, located within the boundaries and authority limits of the Twin Rivers Unified School District, is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school. California Innovative Career Academy (also referred to herein as "CICA" and "Charter School") shall:

- California Innovative Career Academy will commence services prior to September 30, 2019. The target date for the beginning of instruction is July 8, 2019: which will ensure compliance with Education Code § 47652(c).
- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605 (e)(1).)
- Not charge tuition. (Ed. Code § 47605 (e)(1).)
- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(e)(1); Ed. Code § 220.)]
- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(e)(2)(A).) unless CICA receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to CICA shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of CICA in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School's capacity. Preference shall be extended to pupils currently attending Charter School. (Ed. Code § 47605 (d) (2) (B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed. Code § 47605(e)(3).)
- Encourage parental involvement, but shall notify the parents and guardians of applicant pupils

and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. (Ed. Code §47605(n).)

- The Charter School shall adhere to each of the conditions in Education Code § 47605(e)(4)(A)-(D), including: (A) not discouraging any student from enrolling, or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code § 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. (Ed. Code § 47605(e)(4)(A)-(D)]
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code § 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non- charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's students and teachers regarding the school's educational programs. (Ed. Code § 47605(d)(2).)
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities in Education Improvement Act of 2004.
- Meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary.
- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. (Ed Code § 47605(l)(1).)
- At all times maintain all necessary and appropriate insurance coverage.
- For each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Ed. Code § 47612.5(a)(1)(A)-(D).
- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.
- On a regular basis, consult with Charter Schools students, parents and teachers regarding the school's education programs. (Ed. Code § 47605(d)(2).)
- Comply with any applicable jurisdictional limitations to locations of its facilities.
- Comply with all laws establishing the minimum and maximum age for public school

enrollment.

- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- Comply with the Brown Act and the Public Records Act.
- Comply with the Family Educational Rights and Privacy Act.
- Comply with Government Code Section 1090, et seq., as set forth in Ed. Code §47604.1.
- Comply with the Political Reform Act, Government Code Section 81000, et seq.
- Meet or exceed the legally required minimum of school days. (Title 5 California Code of Regulations § 11960.)



9/26/2025

_____ _____

Jonathan Raymond for CICA — Date

1111 Howe Ave., Suite 540

Sacramento, CA 95838

(916) 844-2283

Element A: The Educational Program

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

In accordance with California Education Code § 47605.1(f) and 47612.1, all instruction with CICA will be provided exclusively in partnership with a WIOA-funded organization, or other legally allowed exclusive partnership. CICA currently has a Memorandum of Understanding with the Sacramento Employment and Training Agency (SETA), the workforce development board for Sacramento County. Adult students who meet the terms of the partnership agreement and statutory requirements may be served by CICA.

Education Program Overview
Highlands Community Charter and Technical Schools (Highlands) is one of California's largest public charter organizations dedicated to second-chance learners. Highlands operates two public charter high schools for second-chance learners: Highlands Community Charter School (HCCS), a classroom-based program established in 2014, and California Innovative Career Academy (CICA), an independent study school founded in 2019. Both schools provide adults with the opportunity to earn a high school diploma while building workforce skills and career pathways.

The need for this type of charter school is immense. More than four million adults in California have not completed high school, yet tuition-free options for returning learners remain scarce. Highlands fills this critical gap with a model that not only transforms individual students, but also strengthens families and uplifts entire communities. California cannot afford to leave millions of adults without a diploma and a workforce pathway—and Highlands exists to ensure that doesn't happen. Our model is creating generational change while directly fueling the state's workforce pipeline.

California Innovative Career Academy

California Innovative Career Academy (CICA) is one of Highland's two charter school programs. CICA provides a flexible independent study model designed for adults.

CICA serves:

- Adults aged 22 years old and older without a US high school diploma
- Parents who left school early to raise children
- Adults rebuilding after involvement with the justice system
- Immigrants and refugees seeking to learn English
- Working adults who left school for economic reasons

Reflecting Sacramento's international diversity, CICA enrolls students from dozens of countries and language groups, including large communities from Afghanistan, Ukraine, Russia, Mexico, and

Vietnam. Students engage in individualized learning plans, meet regularly with teachers, and access in-person and online support designed around their schedules, languages, and goals. Instruction integrates English language development, diploma completion, and career training so that multilingual learners can strengthen academic and workforce skills simultaneously.

Mission and Vision Statement
CICA is a diverse community for social justice, serving the underserved, providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, CICA builds new legacies leading to self-sufficiency and generational change.

Vision
The vision of CICA is to eradicate educational inequality and promote workforce success.

Educational Philosophy
CICA believes the biggest challenge of the 21st century has been, and will continue to be, ensuring that all people have the opportunity to obtain the skills and knowledge necessary for sustainable living wage jobs. To meet this challenge in a constantly changing technological, academic, and professional environment, students must:

- Become self-motivated, competent, and lifelong learners.
- Build academic, workforce, and social-emotional skills.
- Engage in flexible, student-centered instruction tailored to individual needs.

CICA affirms that a well-educated person must not only demonstrate strong academic proficiency but also be equipped with the habits of mind and adaptability required to navigate an evolving global economy. Lifelong learning, problem-solving, and creative thinking are essential for building opportunity and transforming talent into true skill. These qualities enable students to contribute meaningfully to their communities and pursue personal and professional success. While CICA is committed to offering the same broad course of study to all students, it is grounded in the knowledge that flexible instruction tailored to meet the needs of individuals is essential to achieving positive outcomes for the diverse population it serves.

Impact

CICA is demonstrating measurable impact:

- **Graduation:** Nearly 580 students graduated from CICA in 2024–25 alone.
- **Employment:** More than half (53%) of HCCTS graduates reported jobs averaging above $20/hour, and 40% pursued college.
- **Career pipeline:** One in four graduates at HCCTS completed a CTE program in fields like health care, transportation, IT, and skilled trades. In the 2024-2025 school year 370 students visited the Center for Workforce Solutions a total of 622 times.
- **Family transformation:** Parents returning to school model persistence and achievement for their children, breaking intergenerational cycles of poverty.
- **Justice and opportunity:** To date, Highlands has facilitated 24 expungements, helping returning citizens reenter the workforce with stability and dignity.

Student Population

CICA serves a uniquely diverse student population, with the majority being immigrants and
Below you will find a table that shows all the locations where CICA teachers and staff are refugees. Some students arrive with advanced degrees from their home countries, having worked as engineers, teachers, or medical professionals. Others come with little or no formal education and are just beginning to learn to read, write, or speak English. Our model is designed to honor this full spectrum of lived experience—meeting students where they are and supporting them in reaching their goals.

CICA welcomes all adult learners over the age of 22, admitting students based on available capacity and through lottery procedures. At its core, the school is guided by the belief that every student—regardless of their starting point—deserves access to a high-quality education, a pathway to a brighter future, and the unwavering support of a community that sees and nurtures their potential.

CICA Locations where instructors meet for in-person engagement with students:

CICA Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address

Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

Leadership
In July 2025, CICA entered a new era of reform and renewal under the leadership of Executive Director Jonathan Raymond, a former superintendent of Sacramento City Unified School District. With a sharpened focus on transparency, equity, and academic rigor, we are reimagining what second-chance education can be in California.

Our goal is to build back better with integrity, urgency, and a deep commitment to putting students first in every decision. We are raising standards across the board: ensuring every classroom has a credentialed teacher, implementing clear policies for fiscal responsibility, lowering class sizes, implementing a rigorous and standards-aligned curriculum, adjusting the bell schedules to expand professional learning for teachers, and broadening access to career training aligned with California's and Sacramento's workforce needs.

While the school is currently operating with fewer staff and reduced enrollment due to recent layoffs, the reforms now underway are deep and structural. Each initiative reflects our commitment to rebuilding a school system that delivers on its promise to students, families, and the public.

Executive Leadership
The Executive Leadership at CICA provides high-quality leadership to create and sustain a meaningful learning environment that supports student academic progress. Under the direction of the Board, the Cabinet—comprising the Executive Director, Chief Academic Officer, Chief Operating Officer and Chief Business Officer—develops, implements, and evaluates key school systems and processes, including academic, human resources, finances, assessment, facilities, and accountability. Job descriptions and qualifications for each role are outlined below.

Leadership Team

Jonathan Raymond, Executive Director
Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic, investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform,

and the early stages of a statewide shift toward equity-driven education.
Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most underserved schools into high-performing campuses — all while navigating one of the toughest fiscal climates in California history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, and holds a JD from George Mason University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Ph.D., Deputy Director/Chief Operating Officer
Teresa is a seasoned systems-level leader with over three decades of experience transforming education through strategy, accountability, and innovation. She has served as Chief of Staff and Chief Accountability Officer, bringing clarity, alignment, and execution to large-scale organizational priorities. Holding a Ph.D. from the University of Illinois, Chicago, Teresa's career spans the full spectrum of education—from PreK–12 classrooms to community colleges and universities—where she has excelled as a teacher, administrator, and author of mathematics curricula.

Her leadership portfolio includes extensive executive-level district administration, where she has shaped policy, accountability systems, and instructional improvement at scale. Beyond the district level, Teresa has advanced research and development efforts for non-profits, the Riverside County Office of Education, and the Stuart Foundation, where she co-developed an organizational health review now used to strengthen institutional performance.

Across every role, Teresa has been recognized for her ability to integrate research, practice, and policy into sustainable systems that drive student achievement and organizational excellence.

Eric Chapman, Deputy Director/Chief Academic Officer
Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within the Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership has focused on building systems that foster

equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Matthew Lemos, Chief Business Officer
Matthew Lemos brings more than two decades of leadership experience in finance, operations, and team management across both the education and hospitality sectors. He began his career in the gaming industry, serving as a floor supervisor, pit manager, and head trainer, where he developed expertise in staff development, customer service, and process improvement. Transitioning to the nonprofit and education fields, Matthew has spent the past six years directing financial services for charter schools in California and Nevada. He has overseen multimillion-dollar budgets, compliance with state and federal regulations, and the development of policies and systems that ensure fiscal stability and operational excellence.

Matthew currently serves as Chief Business Official for Highlands Community Charter and Technical Schools, where he provides strategic leadership in finance, operations, and risk management to support the school's mission of preparing career-ready graduates. Known for his strong communication skills, ethical leadership, and collaborative approach, he is dedicated to building sustainable systems that strengthen schools and expand opportunities for students and staff alike.

Bindy Grewal, Ed.D., Director of Human Resources
Bindy Grewal is an accomplished educational leader and huma[2]n resources executive with more than three decades of experience serving California public schools. She holds an Ed.D. in Educational Administration and Foundations from the University of the Pacific and a Master's in Educational Leadership from California State University, East Bay. Over the course of her distinguished career, she has held roles spanning classroom teaching, school administration, district leadership, and senior -level human resources management.

Bindy most recently served as the Assistant Superintendent for Elk Grove Unified School District, where she oversaw 43 schools serving more than 30,000 students. In this role, she provided strategic leadership as part of the Superintendent's Cabinet, guided principals and directors, managed complex operational and instructional systems across multiple school calendars, and played a key role in districtwide initiatives including COVID-19 distance-learning transitions, school closures during environmental crises, early learning program enhancements, and major facilities planning. She was also an active member of the district bargaining team, addressing negotiations, compliance matters, and board-level issues with professionalism and clarity.

Prior to her executive leadership role, Dr. Grewal served as Director of Certificated Human Resources, where she led all aspects of certificated HR operations, including recruitment, employee relations, policy interpretation, staffing, investigations, and labor compliance. Her earlier administrative career included serving as a principal for nine years, earning the California Distinguished School Award, and as a vice principal for four years, where she strengthened school cultures, improved academic performance, and supervised comprehensive instructional programs.

Melissa Roberson, Director of Accountability and Assessment
Melissa Roberson is the Director of Accountability and Assessment, bringing over a decade of experience in education with a strong foundation in teaching, leadership, and data-driven decision-making. She earned her Master's degree from the University of Southern California in 2016 and went on to serve as a principal for five years, where she championed student outcomes and teacher growth. With a background as an experienced ELD and ESL teacher, Melissa has deep expertise in instructional strategies and supporting English learners. In her current role, she oversees WASC accreditation, state reporting, and manages the relationship with the Twin Rivers Unified School District, ensuring compliance and alignment with school goals. Known for her integrity, student-centered approach, and sharp focus on data, Melissa is dedicated to building systems that elevate teaching and learning for all students.

Mayra Valdivia, Interim Director of Student Services
Mayra Valdivia is an educator and administrator dedicated to advancing student success through strategic leadership, community partnership, and program development. She began her career as a high school counselor, supporting students' academic, social-emotional, and career growth, and later served as Lead ELD Counselor, directing programs that expanded services for English learners. She went on to serve as Director of Student Services and Assistant Deputy Director at Highlands Community Charter and Technical Schools, overseeing counseling, student support, and departmental operations while strengthening community partnerships. In 2024, she was appointed Deputy Director of School Services, where she supervises directors, guides program implementation, and represents the organization in legislative and community settings to advocate for policies benefiting students and families. Mayra holds a Master of Science in School Counseling from California State University, Sacramento, and earned her Preliminary Administrative Services Credential in 2024. She has also completed leadership and charter school business officer training through the Charter Schools Development Center. Fluent in English and Spanish, she is a strong advocate for equity and access, committed to expanding opportunities for diverse student populations. Mayra Valdivia currently serves as Interim Director of Student Services.

Student Challenges and Needs
CICA incorporates several innovative features throughout its programming, anchored by a few distinct approaches that set it apart from other local schools and allow it to serve the whole student. CICA serves adult learners balancing complex lives. Many students juggle employment, family care, and basic needs, often without reliable transportation, devices, internet, or childcare – limiting the time they can devote to school.

Trauma and Life Experiences
A significant number of students have experienced displacement, poverty, homelessness, addiction, or justice-system involvement. Students who have experienced incarceration face additional barriers to re-entry and benefit from CICA's targeted academic and social-emotional supports.

Basic Needs
Many students lack access to fundamental necessities, including food, appropriate clothing, school supplies, and stable housing. Refugee and immigrant students also navigate new cultural norms and technology while building English proficiency and seeking employment.

Student Goals and Motivations

Students enroll with interconnected goals: improving English proficiency, earning a long deferred high school diploma, developing career skills, supporting their families, and engaging more fully in their communities. For many, the diploma is both a dream realized and a gateway to economic stability and higher education. CICA recognizes that academic achievement must be pursued alongside students' broader life goals, creating pathways that honor both educational attainment and personal aspirations.

Characteristics of an Educated Person in the 21st Century

CICA defines an educated person in the 21st century as someone who:

- Masters core academics (English, mathematics, science, history/social science) and communicates effectively in English in college and workplace settings.
- Thinks critically and acts independently, applying problem-solving in academic and professional contexts.
- Collaborates and contributes, practicing empathy, constructive communication, and conflict resolution in diverse, multi-age, multicultural classrooms.
- Engages as a global citizen, understanding democratic principles and social, political, and environmental issues, and participating respectfully across cultures.
- Is digitally fluent, using technology confidently for learning, work, and civic life.
- Balances well-being, developing habits that sustain healthy, productive lives across family, work, and community.

Our students seek understanding and peace within multi-age, multicultural classrooms and respect the rights of others to do the same. We support students in developing personal habits for a healthy lifestyle—balancing academics, leisure, work, family, and community. Students who have limited access to technology learn to use digital tools for increased success in school, work, and civic life.

Our students are scholars who build proficiency in English, Mathematics, Science, and Social Studies/History. As members of the California community, they communicate effectively and contribute to the world around them. They are prepared to meet the expectations of college classrooms and to engage thoughtfully with new ideas.

Our students are community members who collaborate with others, contribute to projects, and manage and resolve conflicts using the communication tools learned in our classrooms. They are motivated to provide meaningful service and to apply their developing talents in real settings. We send our students into the workforce confident in the communication, collaboration, and competency they have developed.

Our students are citizens of the world who understand the foundations of constitutional democracy, the rights and responsibilities of all, and the importance of staying informed about political, social, and environmental issues. By learning together in diverse classrooms and on our campuses, students deepen their understanding of other political, social, and cultural systems and practice peaceful coexistence.

Our students are members of an increasingly technical and information-based world and are competent,

comfortable users of a wide range of technologies. They view technology as an integral part of learning and life and remain open to new tools and approaches as they emerge.

Core Beliefs

CICA supports all adult learners 22 and older to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our instructional design, student support systems, and organizational culture.

CICA's instructional model is grounded in three beliefs that reflect the complexity and humanity of adult learning:

Learning Happens Within the Contexts of Safe and Trusting Relationships
Adult learners, particularly those who have experienced educational trauma or systemic barriers, require learning environments that prioritize psychological safety alongside academic rigor. Trust is not a luxury in adult education—it is a prerequisite for the kind of vulnerable, transformative learning that leads to lasting change.

- **Trauma-Informed Educational Practices.** Many of our students carry the impacts of various forms of trauma, including displacement or systemic oppression. Our approach recognizes that trauma affects learning by impacting memory, concentration, and the ability to take academic risks. We create predictable, supportive environments where students can rebuild their relationship with learning in contexts that feel safe and affirming.
- **Relational Pedagogy.** We understand that learning is fundamentally relational. Students are more likely to engage in challenging academic work when they feel seen, known, and valued by their instructors and peers. Our educators invest time in building authentic relationships with students, learning about their goals, interests, and concerns. This relational foundation allows for the kind of honest feedback and academic push that leads to growth.
- **Community Building and Peer Support.** We intentionally cultivate learning communities where students support each other's growth and success. This includes structured opportunities for peer collaboration, study groups, and mentoring relationships.

Instruction Meets Students Where They Are
Meeting students where they are is more than an instructional strategy—it is a fundamental stance that honors the diverse pathways that bring adult learners to our doors. Our students arrive with varying levels of formal education, different cultural approaches to learning, and unique combinations of strengths and areas for growth. This reality requires us to move beyond one-size-fits-all approaches toward responsive teaching that builds on what students already know and can do.

- **Support for students with interrupted or inconsistent formal education (SIFE).** We pair intensive foundational skill-building with access to grade-level content, explicitly teaching academic literacy (how to use texts, take notes, discuss, and present) while maintaining high expectations.

- **Asset-based assessment and design.** We start from each learner's full profile—schooling, work, community, and self-directed learning—to connect new knowledge to existing strengths.
- **Flexible pathways**. Multiple routes, paces, and modalities; choice in demonstrating learning; supports that fit adult schedules.
- **Responsive teaching.** Ongoing formative assessment drives just-in-time re-teaching or acceleration (see Professional Development for PD structures).
- **Cultural and linguistic responsiveness.** We leverage what students know—and how they know it—to make rigorous content accessible.

Adults Learn Best With Agency and Relevance.
Every student develops an Individual Learning Plan (ILP) that names short- and long-term goals (education, work, family). During orientation, students learn pathways and requirements so they can make informed choices. Teachers and counselors help students write SMART goals, map required credits/certifications, and identify supports. Progress is revisited in regular check-ins using simple dashboards/trackers, and students complete brief reflections to build the metacognitive habits that sustain lifelong learning.

- **Choice and Flexibility in Learning.** Adult learners thrive when they have options in how they engage with content and demonstrate their learning. We provide multiple ways for students to explore topics of interest, pursue individual research projects, and showcase their growing knowledge and skills.
- **Real-World Connections and Application.** Learning feels most relevant when students can see immediate applications to their lives and goals. The curriculum we use has many opportunities to connect academic content to contemporary issues, workplace skills, and community engagement opportunities. Students might analyze historical patterns to understand current social issues or conduct scientific investigations related to health or environmental concerns in their communities.
- **Career and College Integration.** We explicitly connect academic learning to students' career and college goals, helping them understand how the skills they're developing will serve them in future educational and professional contexts. This includes developing academic habits of mind, communication skills, and critical thinking abilities that transfer across contexts.
- **Student Voice and Feedback.** Students have regular opportunities to provide feedback about their learning experiences and suggest improvements to courses and programs. Please see the student survey section below for more detailed information. We view students as partners in the educational process, recognizing that their insights about what supports their learning are essential for continuous improvement. This feedback loop helps students develop advocacy skills while ensuring our programs remain responsive to their needs.
- **Ownership of Learning Outcomes.** We support students in developing the ability to assess their own learning and set goals for improvement. This includes teaching students to use rubrics, reflect on their growth over time, and identify specific strategies that support their success.

These three foundational beliefs work together to create learning environments where adult students can achieve their educational goals while developing the skills, knowledge, and confidence they need for

continued success in their academic, professional, and civic lives.

CICA supports all adult learners to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our instructional design, student support systems, and organizational culture.

Mental Health and Wraparound Services
We recognize that academic success is interconnected with students' overall well-being. Our support systems include connections to mental health resources, basic needs support, and advocacy services that address the systemic barriers our students face. We work in partnership with community organizations to provide comprehensive support that allows students to focus on their learning.

Addressing the Social-Emotional Impacts of Educational Interruption

Students with interrupted formal education often experience complex emotions related to their academic journey, including shame about gaps in their knowledge, anxiety about academic performance, or frustration with the pace of progress. We create learning environments that normalize diverse educational pathways and celebrate the varied forms of knowledge students bring.

Supporting Students with Interrupted or Inconsistent Formal Education (SIFE)

A significant portion of our student population has experienced interruptions in their formal schooling due to migration, economic necessity, political instability, or family circumstances. These students bring rich life experiences and often sophisticated problem-solving skills, yet they may have gaps in traditional academic content or unfamiliarity with formal educational expectations. We reject deficit-based approaches that focus on what these students lack, instead building comprehensive support systems that honor their strengths while addressing their specific learning needs.

Our approach to supporting SIFE students includes intensive foundational skill development alongside grade-level content engagement, recognizing that these students need both remediation and acceleration. We provide explicit instruction in academic literacy skills—including how to navigate textbooks, online curricula resources, take notes, and engage in classroom discussions—while maintaining high expectations for critical thinking and complex problem-solving.

Asset-Based Assessment and Instructional Design

We begin by understanding each student's full educational profile, including formal schooling, work experience, community involvement, and self-directed learning. This comprehensive view allows us to design learning experiences that connect new knowledge to existing understanding while addressing genuine learning needs. Rather than focusing on deficits, we identify the multiple entry points through which students can engage with rigorous academic content.

Flexible Pathways and Differentiated Support

Meeting students where they are means creating multiple pathways through our curriculum that allow

for different paces, learning styles, and life circumstances. Our new curriculum, which covers all disciplines, allows teachers to alter the reading level of the text to meet the student at their level and provide translated background text and videos that build background knowledge to enhance ELLs' access to the core grade-level curriculum and the grade 9-12 California State Standards. This includes offering content in various modalities, providing choice in how students demonstrate their learning, and designing support systems that accommodate working adults with family responsibilities and other commitments.

Diagnostic and Responsive Teaching

Our teachers continuously gather information about student understanding and adjust instruction accordingly. This goes beyond initial placement to include ongoing formative assessment that reveals how students are making sense of new concepts and where additional support or challenge is needed. We create learning environments where struggle is normalized as part of the learning process, and where students receive the specific feedback they need to move forward. See more about this in the professional development section.

Cultural and Linguistic Responsiveness

Meeting students where they are requires a deep understanding of the cultural frameworks and prior educational experiences that shape how students approach learning. We work to understand not just what students know, but how they know it—the cultural tools and ways of thinking they bring that can be leveraged for new learning.

Self-Directed Learning and Goal Setting

We work with students to identify their short-term and long-term goals and help them understand how their coursework connects to these aspirations. This begins in orientation, where they learn the pathways and requirements so that students can make informed decisions about their academic path. Students participate in setting their own learning objectives within the framework of academic standards, and they regularly reflect on their progress toward these goals. This self-direction increases engagement and helps students develop the metacognitive skills essential for lifelong learning.

Foundational Research and Theories Supporting Our Approach

The instructional strategies employed at CICA are fully congruent with the pedagogical design and theoretical underpinnings of the Savvas curriculum. This alignment is operationalized through a coherent language development pathway, an integrated system of academic and linguistic support, and the deliberate application of empirically grounded second-language acquisition frameworks. Collectively, these elements ensure that English Learners acquire the linguistic competencies necessary to engage meaningfully with the standards-based Savvas instructional sequence.

Savvas provides a rigorous, standards-aligned curriculum with embedded language support intended to promote equitable access to grade-level content. CICA extends this foundation by implementing designated and integrated language development structures that supply the additional scaffolding required for emerging bilingual learners. Instructional delivery is anchored in Content-Based Instruction,

explicit literacy development, and structured reading and writing support, all of which are consistent with the instructional routines, text complexities, and cognitive demands embedded within the Savvas program.

Educators systematically assess student language proficiency, academic readiness, and individual learning profiles to differentiate instruction within the Savvas framework. This diagnostic approach ensures that English Learners can access, process, and demonstrate mastery of rigorous academic content while developing the academic discourse and literacy skills essential for secondary coursework. When combined with a coherent language development pathway, and the school's comprehensive support systems, these strategies cultivate the academic language confidence, and disciplinary knowledge required for students to progress through Savvas-aligned high school coursework, meet graduation requirements, and transition successfully to postsecondary coursework.

Adult Education Learning Theories

CICA applies research-based adult learning theories to design educational programs that recognize adult students have different needs than traditional K-12 students. The school incorporates adult learning theories, differentiated instruction, and student-centered approaches to meet diverse learner needs. Malcolm Knowles' foundational research (1980) identifies key differences between adult and child learners: adults are self-directed, bring rich life experiences, are problem-oriented, and are motivated by internal factors. Patricia Cross (1981) emphasizes that adult learners are typically voluntary participants who may feel insecure about learning but are motivated to solve real-world problems. Cross identifies multiple motivation sources including personal achievement, social factors, and career advancement.

Sociocultural Theories

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

Differentiated Instruction

Each student arrives at a different level, with unique learning styles, interests, and abilities. Recognizing this diversity, differentiated instruction is utilized to ensure the needs of all students are met. Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet

the needs of students with special educational needs, English language learners, and students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues, and each student has different expectations based on learning styles and abilities. According to the U.S. Department of Education's Literacy Information and Communication System (2012), the design is intended to engage students at a range of different levels with various learning styles and to make learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exist in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, teachers must understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005).

Content-Based Instruction (CBI)

CBI is particularly critical for high school English Language Learners because it addresses the dual challenge of mastering academic content while developing the academic language skills essential for school success. By embedding language development within meaningful content learning, CBI creates authentic contexts for language use, builds subject-specific vocabulary, and prepares students for college-level coursework. Research shows this empowering approach encourages learners to become independent, continuing their language development beyond the classroom while simultaneously meeting rigorous academic standards required for high school graduation and post-secondary success.

For students developing foundational language skills such as reading and writing, context plays a critical role in supporting both language and literacy development. Content-Based Instruction (CBI) provides context-rich materials through the curriculum, offering meaningful opportunities for students to build language skills while engaging with relevant academic topics. One of the most critical challenges we face is the persistent and widening vocabulary gap, which can significantly impact the academic progress of learners across all age groups. CBI addresses this challenge.

Supporting our English Learner Population

CICA serves a population of older English learners who are not eligible for the English Language Proficiency Assessments for California (ELPAC) nor appear in the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI).[1] Almost all of the students at CICA are classified in CALPADS as adult English Language Learners or ADELs. CICA goes to great lengths to serve the needs of our English Language Learners.

Language learning for adults can differ from traditional models of education. It is deeply personal work that builds on the rich linguistic and cultural assets that students bring with them. Because compulsory education requirements do not apply to adult students, myriad factors constantly pull them away from their educational goals. Our approach to supporting English Language Learners recognizes that language acquisition happens most effectively when it is meaningful, relevant, and connected to students' lived experiences and goals.

At CICA, we understand that our students are not empty vessels waiting to be filled with English. They

[1] Education Code section 306, section (a), defines "English learner" for ELPAC and ELPI requirements by incorporating the definition of 20 U.S.C. 7801 (20)(A), i.e. "the term 'English learner', when used with respect to an individual, means an individual who is aged 3 through 21."

are accomplished individuals who have navigated complex systems, often in multiple languages, and bring sophisticated problem-solving skills and cultural knowledge that enrich our entire learning community. Our role is to create learning environments where students can leverage these strengths while building academic and professional English proficiency.

Our approach to English language learning is grounded in several research-informed principles that guide our instructional design and student support:

California Innovative Career Academy is transitioning towards offering traditional A–G pathways. The independent-study model is intentionally designed to provide adult learners, including English Learners, with an accessible, research-informed pathway to meeting high school graduation requirements and achieving academic readiness. Our instructional framework draws from adult learning theory, sociocultural perspectives, differentiated instruction, and content-based language development to ensure that language and content learning are mutually reinforcing. Consistent with research demonstrating that students acquire language most effectively when it is embedded in meaningful, content-rich experiences, our program integrates academic English development with standards-aligned coursework through intentional scaffolding, structured reading and writing supports, vocabulary development, and teacher-guided learning within each student's Zone of Proximal Development. Within this design, students' home languages are treated as cognitive and cultural assets. Translanguaging practices are encouraged as students draw from their full linguistic repertoires, and their prior life experiences, motivation, and goal orientation are leveraged to accelerate access to academically rigorous material. This integrated model ensures that English Learners develop the linguistic, academic, and cognitive foundation necessary to successfully engage in high school–level coursework within the independent-study setting.

Building on this foundation, our coherent language development pathway provides a structured and research-aligned entry point for adult English Learners who are at the beginning stages of English acquisition, including newcomer students, students with interrupted formal education, and those with limited or no prior schooling. Our onramp for newcomers pairs a designated English Language Development course (English for Work and Life) with an English Language Arts course, ensuring coherent progression across both language acquisition and literacy development. Students may also enroll in additional courses across the HCCTS program, allowing them to build academic readiness while progressing toward high school graduation requirements. All courses use state-adopted, standards-based instructional materials and supplemental resources to ensure alignment with California's academic expectations and to provide students with exposure to rich, grade-level content appropriately scaffolded for their language level.

The instructional design of the coherent language development pathway is anchored by three core courses that work in concert to support language growth and academic engagement. English as a Second Language (ESL) provides targeted support for foundational listening, speaking, reading, and writing skills within real-world, functional contexts. These courses explicitly support cultural integration, early literacy development, and the acquisition of communicative confidence essential for both academic and community life. English for Work and Life (EFWL/ELD) offers a multi-level, inclusive structure where

students at varying proficiency levels develop practical communication skills required for personal, academic, and workplace settings. Emphasizing functional vocabulary, grammar, digital literacy, and real-life tasks, EFWL equips students with tools to navigate modern communication demands while benefiting from collaborative, peer-supported learning. English 9, using Savvas myPerspectives, introduces students to diverse literary and informational texts through close reading, discussion, and analytical writing. This course strengthens academic vocabulary, textual analysis, composition skills, and the capacity to produce narrative, argumentative, and expository writing. Together, these courses form an integrated and coherent sequence that ensures adult English Learners access rigorous, standards-aligned instruction while receiving the linguistic scaffolding necessary to thrive within the CICA independent-study model.

Language and Content Learning Are Interconnected.
Research consistently shows that students learn language most effectively when it is embedded in meaningful, content-rich contexts (see CBI explanation above). Our integrated approach ensures that students are simultaneously building language skills and engaging with rigorous, standards-aligned academic material relevant to their goals.

Students' Home Languages Are Resources, Not Barriers.
Multilingualism is an asset that enhances cognitive flexibility and cross-cultural communication skills. We create space for students to use their full linguistic repertoire as they build English proficiency, recognizing that translanguaging—the fluid use of multiple languages—is a natural and effective learning strategy. We also believe that our students bring life experience, motivation, and clear goals that can accelerate their learning when properly supported.

Language Assessment Upon Enrollment

As a WIOA partner, CICA assesses all students during the admissions process and monitors their progress through CASAS testing. The first assessment, administered during registration, is the placement exam, which evaluates students' reading, writing, listening, speaking, and grammar skills. This exam is scored with an internally developed rubric.

During orientation, students also complete CASAS reading and listening assessments. CASAS provides standardized progress testing designed to measure learning along a continuum, from beginning literacy and English language acquisition through the completion of secondary-level skills. Several test series monitor student progress, with difficulty levels ranging from below Level A through Level E. Administering CASAS at enrollment establishes a baseline, followed by post-testing after 70–100 hours of instruction to track student progress over time.

If a teacher determines that a placement is inaccurate, a reassessment may be requested. If the reassessment results in a different level placement, the placement team updates the student's record in PowerSchool and informs the teacher of the revised placement.

The placement rubric is updated annually based on teacher and student feedback. Updates are shared with the curriculum team to confirm alignment with CICA level objectives. Any additional feedback is

integrated before the rubric is finalized for use in the upcoming school year.

Reclassification
CICA serves English Language learners who must be designated in CALPADS as Adult English Language Learners (ADEL). ADEL students do not participate in ELPAC testing and do not appear as English Language learners on the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). We track and report ESL advancement as determined by CASAS testing.

Enrollment
CICA's enrollment continually increased from its establishment in 2019 through the 2024-2025 school year. While interest in enrollment remains sky-high, CICA expects to see a flattening or potential decrease in enrollment this year due to compliance with newly clarified requirements for credentialing and class-size ratios. CICA's commitment to continuous improvement has required updates to enrollment policies and procedures that have temporarily reduced its total enrollment capacity for the 2025-2026 school year.

Five-Year Enrollment Rollout Plan
As of September 2025, CICA has 900 students enrolled and will implement a steady, sustainable growth plan over the next five fiscal years. CICA is in the process of reviewing teacher case loads and enrollment in order to enroll more students at CICA to meet the expected enrollment of 1500. Growth will remain aligned with the school's capacity to hire and develop additional K-12 credentialed teachers. The planned five-year enrollment rollout is as follows:

Academic Year	Students enrolled
2025-2026	1,500
2026-2027	1,650
2027-2028	1,815
2028-2029	1,997
2029-2030	2,196

- Enrollment Caps: Each class will have an enrollment cap of 25:1 to ensure compliance with Independent Study requirements under Education Code section 51745.6, subdivision (d).
- Monitoring and Rebalancing: CICA Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.

California Innovative Career Academy has developed a proactive and capacity aligned staffing plan to ensure that enrollment growth remains sustainable even in the event of hiring challenges. As of September 2025, CICA serves 900 students and is preparing to scale to 1,500 students in 2025–2026, with steady growth projected through 2,196 students by 2029–2030. Address potential hiring issues, CICA has already built a strong applicant pipeline, with 88 current applicants for instructional positions

and more than 20 additional applicants specifically for ELD and Independent High School roles, ensuring a deep roster of qualified candidates. Principals will continue to monitor teacher caseloads and enrollment trends, adjusting the pacing of student onboarding, redistributing staff, and temporarily moderating growth if necessary to protect instructional quality and compliance.

Admission Process

California Innovative Career Academy (CICA) has a comprehensive enrollment process that establishes the full sequence of procedures used to prepare, orient, and place incoming students. This process encompasses all activities that occur prior to formal admission and is intentionally designed to ensure transparency, coherence, and equity in how students progress from initial inquiry to official enrollment. Through clearly defined protocols for pre-admission communication, assessment, placement determination, and onboarding, the Academy ensures that each learner enters the program with a clear understanding of expectations, available supports, and the academic pathways aligned to their needs. This structured approach allows the school to provide targeted guidance and early interventions, supporting students at every stage of the transition and establishing a strong foundation for long-term academic success.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2025-2026 ACADEMIC SCHOOL CALENDAR

July 2025

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

August 2025

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

September 2025

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

October 2025

Su	M	Tu	W	Th	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025

Su	M	Tu	W	Th	F	S
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23	24	25	26	27	28	29
30						

December 2025

Su	M	Tu	W	Th	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
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28	29	30	31			

January 2026

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

February 2026

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

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

April 2026

Su	M	Tu	W	Th	F	S
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26	27	28	29	30		

May 2026

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

June 2026

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

First/Last Day of School | Staff Development | Holiday/ No School | No School | Teacher PD

CICA's Program Goals and Student Learning Outcomes

CICA has established three Schoolwide Learner Outcomes (SLOs):

- **Academic Growth:** Students demonstrate measurable achievement each term through standards-aligned assessments and performance tasks.
- **Career Progress:** Students make documented advancement toward their individualized education and career goals.
- **Digital Communication:** Students use technology effectively and responsibly for personal, academic, and workplace communication.

Many students enter CICA with significant gaps in English language proficiency, academic skills, communication, and technology use. These SLOs are designed to close those gaps and set students on a path to long-term college, career, and community life. To implement these goals in our classrooms and bridge individual goals to content standards, we embed Integrated English Language Development supports within the facilitation of learning across all content areas. We monitor progress through course and credit completion, common formative assessments, and CASAS progress monitoring data.

By offering adult education to students aged 22 and older who have not yet earned a U.S. high school diploma, we work to reduce educational inequity. Our programs are anchored in K-12 state standards shaped by the needs of our students and community and grounded in a deep commitment to equity and social justice. We emphasize technology fluency, workforce readiness, and supportive services that remove barriers to persistence and completion. At CICA, we believe in our students, we believe in our community, and we believe that it's never too late to achieve one's goals.

CICA Satisfactory Student Progress

CICA has established a Satisfactory Academic Progress (SAP) policy (BP 5120) to ensure that students are consistently advancing toward their academic and career goals. This policy applies to all students enrolled in high school education. To remain enrolled, students must meet SAP standards, which include maintaining a minimum GPA, earning required credits, making measurable progress in English language acquisition (for ELD students), and fulfilling the specific SAP criteria of their CTE programs. SAP is evaluated every six weeks, and students who do not meet the requirements may be placed on Academic Notice. Continued noncompliance will result in disenrollment.

Attendance and engagement are also key components of SAP evaluation, with manual attendance records retained for at least three years in accordance with California regulations. Students who do not meet SAP in their CTE program may appeal by submitting a written reflection and evidence of corrective actions. Approved appeals result in a probationary period during which students must meet SAP standards to maintain enrollment. The policy aligns with state and federal regulations and is reviewed regularly to ensure legal compliance and support for student success.

The Instructional Leadership Team: Stewards of CICA's Academic Goals

CICA's program goals are guided and supported by the Instructional Leadership Team (ILT), a cross-functional leadership team that ensures academic excellence and coherence. The ILT is composed of the

Chief Academic Officer, principals, teacher leaders, the Director of Professional Learning, the CASAS Coordinator, and the Director of Instruction & Professional Learning. Meeting biweekly, the ILT reviews student learning data, designs responsive professional learning, and incorporates teacher feedback to continuously improve instruction. The team works to align goals, accountability measures, and instructional priorities, providing instructors with a roadmap of how these efforts intersect to form CICA's core academic vision.

Common Core Standards

CICA is committed to providing a rigorous, standards-based education that meets the unique needs of adult English language learners while ensuring students progress toward California State Standards across all subject areas. Our curriculum design and instructional practices are systematically aligned with the California Common Core State Standards for English Language Arts and Mathematics, the Next Generation Science Standards, and the California History-Social Science Standards. We integrate English Language Development (ELD) standards with content area instruction, utilizing sheltered instruction strategies and culturally responsive teaching practices that honor students' diverse linguistic and cultural backgrounds. Teachers employ scaffolded approaches to make grade-level content accessible, incorporating visual supports, collaborative learning structures, and native language resources when appropriate to support comprehension and academic language development. Through regular assessment of both English proficiency growth and content mastery, we continuously monitor student progress, adjusting instruction to meet learners where they are while maintaining high expectations for academic achievement.

Core Subjects

CICA offers students access to an A-G curriculum in English Language Arts, Mathematics, Science, History/Social Studies, and a range of electives. The English Language Arts, Mathematics, Science, and History/Social Studies courses use the Savvas curriculum.

English Language Arts

The English Language Arts sequence moves students through a progressive sequence from foundational grammar and language skills to advanced writing, research, and literary analysis. Rooted in Common Core standards, the Savvas curriculum emphasizes critical thinking, effective communication, and collaboration. Students engage with diverse fiction and nonfiction texts from various cultures centered on Social-Emotional Learning themes. Students develop skills in reading comprehension, argumentation, and narrative writing. The program culminates in advanced coursework focused on research proficiency, source evaluation, and multimedia presentations, preparing learners for academic and professional communication success.

Mathematics

Mathematics courses build essential numeracy and problem-solving skills through a sequence aligned with the California Common Core standards, beginning with Pre-Algebra and progressing through Algebra 1 and Geometry. Students gain proficiency in fractions, decimals, ratios, proportions, equations, and geometric concepts, with an emphasis on applying mathematical reasoning to real-world contexts such as financial literacy. Instruction based on the Savvas curriculum develops critical thinking and multiple forms of representation—numerical, graphical, verbal, and symbolic—preparing students for higher-level math and everyday applications.

History and Social Science
The History-Social Science courses provide students with a comprehensive understanding of civics, U.S. history, world history, government, economics, and ethnic studies. Instruction integrates literacy and critical thinking while connecting academic content to students' lived experiences. Students explore foundational principles of democracy, historical events, cultural diversity, and economic systems, emphasizing analytical skills through document analysis and inquiry-based learning. The Savvas curriculum prepares students to engage as informed citizens, fostering cultural awareness, social justice, and active participation in society.

Science
The Science courses offer foundational courses in Earth Science and Life Science, fulfilling graduation requirements while building scientific literacy and critical thinking. Earth Science introduces students to the dynamics of Earth and space systems, climate, natural phenomena, and human environmental impact. Life Science covers biological concepts such as chemistry, biodiversity, population dynamics, genetics, and environmental interactions. The Savvas curriculum emphasizes conceptual understanding and real-world application of scientific principles.

Visual and Performing Arts
The Visual and Performing Arts courses introduce students to fundamental concepts in stage performance, music theory, and vocal technique. Courses cover stage presence, character development, and the structure of the music industry, alongside foundational music theory, history, and vocal training. Students develop confidence and skills for performance and gain an understanding of music's cultural significance, preparing those interested in careers in music, theater, or entertainment.

Electives
CICA's Elective offerings allow students to strengthen literacy, communication, critical reading, and public speaking skills. Courses like Reading for Pleasure foster a love of reading through engagement with socially relevant themes, enhancing comprehension and analytical abilities. Public Speaking electives build students' rhetorical knowledge, speech planning, and presentation skills while promoting ethical communication and confidence. These courses enrich students' academic experience and prepare them for effective expression in various personal and professional contexts.

English for Work and Life Series
The English for Work and Life Series supports students at all stages of English acquisition, from emerging literacy to intermediate fluency. Courses emphasize systematic instruction in phonics, vocabulary, grammar, and real-world communication. Students progress from recognizing letters and sounds to composing organized paragraphs and participating in workplace and academic conversations. Through engaging, high-interest content and digital literacy tasks, learners gain the language and confidence needed to succeed in academic, personal, and professional settings.

Curriculum Adoption
In 2025, Highlands followed an articulated curriculum adoption process to procure Savvas, a standards-aligned curriculum for CICA courses. We received guidance from our UMass Global partner, which has extensive experience with curricular materials that best serve English Language Learners. The process was guided by UMass Global experts and included EdReports recommendations, analysis of materials used by surrounding districts, vendor demonstrations, and structured teacher feedback. We sought

teacher feedback around our top choices and delivered our final proposal to the board, which approved our recommendation. We selected Savvas for its single, user-friendly platform for teachers and students, high ratings on EdReports, and adoption by large districts such as TRUSD, EGUSD, and LAUSD. To support strong implementation, the start of classes was delayed to August 14, 2025, allowing teachers to gain familiarity and comfort with the new curriculum. Teachers met in PLCs to build their knowledge of the standards-aligned curriculum. The Savvas adoption includes access to both an online digital curriculum, teacher edition textbooks, and student workbooks.

Supports for English Learners Level 0-1

ABCEnglish: A curriculum provided by an external agency, ABCEnglish offers literacy-level lessons ideal for students who are new to learning English. Lessons are presented through accessible slides and worksheets designed for classroom delivery.

Burlington English: An online English language learning platform offering both teacher-led lessons with presentations and printable materials, as well as self-paced student lessons accessible by phone or computer. The program integrates reading, writing, listening, and speaking skills, and includes thematic content, short stories, citizenship, and Workplace English and CASAS practice modules.

EL Civics Curriculum: Thematic packets intended to support English Language Learners with English language acquisition, civic participation, and workforce skills. Aligned to ESL objectives from CASAS and NRS ESL levels.

Standards-Based Instruction

To ensure alignment with educational standards and to support student achievement, CICA's curriculum has been developed, adapted, or adopted in accordance with the following:

- California Common Core State Standards (CCSS)
- WIOA English Literacy
- Literacy (EL) Civics Objectives
- Comprehensive Adult Student Assessment Systems (CASAS) Reading Standards
- CASAS Competencies

Instructional Methods

As an independent study school, CICA provides flexible, individualized learning supported by a range of online curricular resources. The nature of independent study and learning allows students to progress as quickly as they like with self-paced learning opportunities. Teachers meet with each student a minimum of once per week – synchronously via Zoom or in person- to monitor progress, review work, and adjust support. Teachers are available onsite on pre-established days of the week, which are communicated with students. Teachers offer additional meeting times via Zoom at times that align with the students' availability. Students' availability is the predominant factor in determining frequency and times for teacher-student meetings. While most coursework is asynchronous, English Learners receive targeted, synchronous support (Zoom and in person) using content-based instruction (CBI). Instruction includes both designated English language development and integrated approaches aligned with Common Core State Standards.

Independent Study Legal Compliance

The Charter School will comply with all applicable independent study laws and regulations, including

but not limited to Education Code Sections 51745, et seq.; 47612.5; 47634.2; Title 5, California Code of Regulations, Sections 11700-11705; and 19850-19854. These laws require, that the Charter School will operate pursuant to an adopted independent study Board policy; each student will have a master agreement as required by law; and the Charter School will receive an approved funding determination by the State Board of Education as a condition of funding.

Assessment to Advance CICA Goals

CICA Employs Multiple Measures to Monitor Learning and Inform Instruction.

- **Formative Assessments:** These include ongoing evaluation through teacher observation, projects, presentations, and performance tasks.
- **Summative Assessments:** End-of-unit and semester evaluations measuring mastery of learning objectives. These assessments are part of the core curriculum.
- **Portfolio Assessments:** Student-led self-assessment using assignments of choice to demonstrate learning in students' focal areas. The ILT is currently mapping the implementation of the portfolio project.
- **Student Surveys:** Self-perception data helps us to understand the student experience.
- **CASAS Testing:** Comprehensive Adult Student Assessment System, a competency-based adult assessment program validated by the U.S. Department of Education for use in adult education conducted after 70-100 hours of instruction time. The assessment is administered every 6-8 weeks.
- **CAST:** California Science Test, a state assessment mandated for those in high school.
- **CAASPP:** California Assessment of Student Performance and Progress, a state assessment mandated for those in high school grade 11.
- **EL Civics Assessments:** Administered three times per program year
- **ELD Level Placement Test:** Placement at enrollment
- **ELD Level Exit Test:** Administered to determine readiness to advance to the next ELD level

Professional Development That Drives Improvement

High-quality professional learning at CICA centers around training teachers to effectively use the Savvas curriculum as well as creating a learning system for the teachers to continuously engage in instructional improvement. It is more than training staff in best practices; it is about creating a culture of curiosity that acknowledges the uncertainty that is inherent in teaching and learning. Central to our revised professional learning program is creating a practice of inquiry at the leadership level that focuses its interest on the practitioners working most closely with the students. What are teachers learning about their students' learning? Where are teachers' gaps in knowledge and capacity? These are the questions that inform the design and goals of the professional learning offerings. In addition to this inquiry-based approach to professional development, CICA has an extended professional development contract with Savvas to ensure that teachers have a deep understanding of the Savvas instructional methods and curricular options for differentiation to support multiple ELL levels.

CICA leadership works in partnership with CICA principals and teacher leaders through the ILT to take a partnership approach to designing professional learning. Core beliefs about practitioner-based learning that inform the CICA approach to professional learning include:

- Teaching is complex and uncertain work that requires an inquiry stance to ensure that students' needs are at the center.
- Adult learning thrives on agency and relevance with clear goals and progress markers
- For instruction to be changed and improved, the learning experience of students must be visible
- Educators (teachers and leaders) are professionals engaged in important work, and they deserve a level of professional support and care that takes their work seriously.
- Pursuing collective goals is essential to supporting systems transformation

Professional Development Focusing on Language Acquisition

Central to CICA professional development is continuously developing strong instructional strategies to meet the needs of our ELLs. Supporting English Language Learners effectively requires ongoing professional learning and reflection. All CICA educators engage in continuous inquiry about how to better serve our multilingual learners.

Language-Responsive Teaching Practices

Our professional learning focuses on developing instructional strategies that make content accessible while maintaining high expectations. This includes training in visual supports, collaborative learning structures, and formative assessment techniques that help teachers understand what students know and can do.

Cultural Responsiveness and Asset-Based Thinking

We work to examine our own assumptions about language learning and ensure that our instructional practices build on students' cultural and linguistic strengths. This includes learning about our students' educational backgrounds and understanding how different cultural approaches to learning can inform our teaching.

Data-Informed Decision Making

As part of our inquiry-based PLCs, we develop systems for collecting and analyzing data about student language development that go beyond test scores. This includes documentation of student growth in academic discussions, writing development over time, and students' own reflections on their learning progress through portfolios.

Our commitment to English Language Learners extends beyond language acquisition to encompass the full development of students as confident, capable learners who can succeed in their chosen academic and professional pathways. Ultimately, we measure our success not just by English proficiency gains, but by our students' ability to use their multilingual skills to contribute meaningfully to their communities and achieve their educational goals.

CICA Professional Learning Structures

Bi-Weekly Friday PD

Our bi-weekly Friday afternoon professional learning sessions are designed as both collaborative inquiry spaces where educators engage in job-embedded learning directly connected to their daily practice, and also an opportunity to receive specialized instructional support that they or the Instructional Leadership Team (ILT) has requested. These sessions follow a flexible structure that can shift between collective

inquiry—examining student work and learning data to collaboratively problem-solve around specific instructional challenges—and targeted professional development that addresses identified needs such as trauma-informed pedagogy, advanced strategies for supporting students with interrupted formal education, or innovative approaches to integrated content-language instruction.

Teachers work in cross-disciplinary teams when engaging in inquiry cycles, analyzing how their students are navigating rigorous academic content and sharing effective practices for maintaining high expectations while providing comprehensive support. When focused on specialized instruction, sessions might feature expert facilitators, peer observations with feedback, or deep dives into research-based strategies that teachers have specifically requested to strengthen their practice. This dual approach ensures that professional learning is both responsive to emerging classroom needs and proactive in building the specialized expertise our diverse adult learner population requires, while maintaining our commitment to practitioner-centered learning that directly impacts student success.

Bi-Monthly Principal PLC

Led by the Chief Academic Officer, principals analyze school-level data, align support systems for ELLs and students with interrupted formal education, and develop coordinated systems responses. This principal learning community operates as a space for collaborative problem-solving where school leaders can examine challenges, share effective practices, and develop coordinated approaches to supporting their unique adult learner populations. Sessions focus on analyzing school-level data to understand how students are progressing toward their educational goals, discussing instructional leadership strategies that support teachers in serving English Language Learners and students with interrupted formal education, and developing systems-level responses to emerging needs within their school communities. The Chief Academic Officer facilitates these meetings using the same inquiry-based approach that guides teacher professional learning, encouraging principals to bring real dilemmas from their practice, examine multiple perspectives, and test solutions collaboratively. This structure ensures that leadership decisions are grounded in evidence and aligned across both school sites, while providing principals with the professional support and intellectual partnership they need to lead effectively in the complex landscape of adult education. The PLC also serves as a space for principals to reflect on their own growth as instructional leaders and to coordinate their efforts in supporting teacher development and student success.

Twice Weekly Teacher PLCs

Teachers engage in professional learning community work twice weekly, with sessions strategically designed to strengthen both instructional planning and data-informed decision making. One session each week is dedicated to collaborative planning time where teachers work in grade-level or content-area teams to design learning experiences that integrate rigorous academic content with the specific supports their English Language Learners and students with interrupted formal education need to succeed. These co-planning sessions allow educators to share strategies, align expectations across courses, and ensure that assessment practices accurately capture student growth while maintaining high standards. The second weekly session follows protocols and practices that focus on collaborative examination of student work and performance data to understand learning patterns, identify instructional adjustments, and develop targeted interventions. During these data inquiry sessions, teachers bring actual student artifacts—writing samples, project work, assessment results—and engage in structured conversations that move beyond simply identifying which students are struggling to understand why certain approaches are or aren't working and what specific instructional moves might better support student

learning. This dual structure ensures that teachers have dedicated time for both proactive planning and reflective analysis, creating a continuous cycle of improvement that keeps student learning at the center of all professional practice.

Teacher Coaching
CICA is launching Phase 1 of on-the-ground coaching by October 15, 2025. This will include the opportunity to observe instructional models, to co-plan with professionals with expertise in supporting students with interrupted formal education, and to engage in guided reflection on the impact of instruction.. Principals, the Director of Professional Learning, the Curriculum Coordinator, and teacher leaders will participate in a rigorous train-the-trainer model to enable sustained on-the-ground support of teachers' ongoing development.

The Role of Data and Assessments in Informing Instructional and Systems Improvement
Assessment is a core to instructional improvement at CICA. Not only does assessment tell us where our students are in their learning, but patterns in the data reveal where we need to focus our professional learning efforts. CICA is committed to creating a system that is responsive to what we are learning about our students and their needs. Leadership is curious about what is happening between the teacher and the student and rests its instructional improvement design on the data that comes from the classroom.

Formal Assessment and Improvement
The ILT will review CASAS data to understand students' academic progress and to track areas where we need to improve our instructional approach. In addition, the ILT will use CAASPP and CAST data to understand the general themes in improvement and then support teachers to use more granular classroom data to understand what is getting in the way of students making progress.

Informal Assessments and Improvement
Working in their PLCs teachers will use classroom-based data– both qualitative and quantitative to determine the areas of their practice where they would like more support. This is one source of the design for the content input on PL Fridays. The ILT will use classroom observation data to help determine the focus of improvement efforts.

Student Climate Surveys and Systems Improvement
Centering the students' experience as core to our approach to improving the learning experience
The CICA instructional improvement process involves looking at both student mastery data and student perception data. One important source of student perception data is the student climate surveys. While we do not rely on this self-report data to give us the whole picture of the student learning experience, the data provides valuable insights into CICA's social and emotional conditions for learning. Annual anonymous surveys are administered in multiple languages (e.g. English, Arabic, Spanish, Persian, Armenian, Pashto, Russian, Turkish, Ukrainian, Vietnamese, Chinese). Students access surveys via QR codes, push notifications, in-class support, and the Brain app; paraeducators provide language assistance. Survey domains include relationships, classroom climate, resources, goals/progress, safety/facilities, CTE/workforce, and curriculum/instruction.

Students have access to completing these surveys via QR codes, push notifications sent to their cell phones, with the support of their teachers in their classrooms, and via the Brain app. Teachers encourage

and support student participation by engaging students in lessons that have practice surveys. Paraeducators are also utilized to provide language support during this process. The purpose of these surveys is to understand the following:

- Relationships
- Classroom Climate
- Classroom Support and Access to Resources
- Goal Setting & Student Progress
- Safety, Maintenance, and Facilities
- Workforce and CTE Programs
- Lessons, Instruction, and Curriculum

CICA students are asked to read each statement and indicate their level of agreement with the statement from the following options:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

The table below shows the percentage of CICA students who agree or strongly agree with each statement for the year indicated for the last three years.

Question	22-23	23-24	24-25
Lessons help me in my daily life.	87%	84%	93%
Lessons are interesting.	87%	86%	93%
I know what I need to do to make progress in my classes.	90%	90%	93%
The lessons (in person or online) help me learn (My teacher offers me an opportunity to learn everyday).	93%	89%	95%
I have the learning materials (pencils, notebooks, binders, books) I need to learn.	90%	84%	89%
I have the technology I need to learn.	91%	91%	95%
The school, classrooms, and buildings are clean and in good condition.	92%	93%	89%
The school tells me important information regularly (holidays, school announcements, events).	95%	95%	96%
All students from different backgrounds and countries are treated kindly (the same).	95%	97%	96%
All students from different cultural backgrounds, races, or ethnicities respect each other at school.	98%	96%	94%
My teacher really cares about me and respects me.	98%	98%	98%
My counselor really cares about me and respects me.	94%	92%	90%
The school helps me turn my college and career goals into	85%	82%	88%

a plan.			
I know how to get help if I feel sad, stressed, lonely, or depressed.	82%	81%	87%
I want to learn more about mental health and how to deal with stress.	48%	49%	59%
I feel connected to the school, my classmates, and teacher.	80%	77%	86%
I feel safe at school (I trust our leaders to make our school safe).	93%	93%	90%
I know how to log in and check my student email.	95%	96%	97%
I know how to log in to my online learning tools	89%	92%	96%
CICA helps me learn to use technology by giving mobile devices and digital literacy training.	89%	88%	94%
I use my school phone, Chromebook, or hotspot 5 or more days a week	ND	ND	73%

**ND denotes that there was no data available for that school year*

Student Academic Supports

Many of our students have little prior education in their native language and, for many of them, they come in with low levels of English, CICA provides extra support to ensure students' academic success. Teachers are available to meet with students by appointment to support students who are struggling academically.

Paraeducators

Paraeducators who work with credentialed teachers play an important role in supporting translation for our Level 0 students. There are wide variations in English learner levels and growth patterns among these students. Paraeducators work with our credentialed teachers to provide the individualized support needed to address varied student needs and learning patterns. They provide crucial language scaffolding by offering clarification in students' native languages when needed and creating more opportunities for meaningful language practice. Additionally, paraeducators who share students' cultural backgrounds create a more comfortable environment that reduces the anxiety often experienced by newcomers. While teachers focus primarily on academic instruction, paraeducators can provide crucial social-emotional support that newcomers need to navigate their new educational environment successfully. To improve student support with the CICA systems and academic support, CICA is looking to rebuild its paraeducator staff.

Literacy Support

During the 2025-2026 school year, CICA has budgeted for staff to provide literacy support to help English learners. This will focus on building literacy through phonemic awareness, phonics, vocabulary building, pronunciation, and writing skills.

Tutoring Program

CICA is currently redesigning a tutoring program for students. In prior years, the tutoring was delivered

online. Based on feedback from students and staff, online tutoring did not effectively meet the needs of our student population. Key challenges, detailed below, included a lack of digital literacy skills, low student engagement, and limited availability of support. The new tutoring program will be responsive to these findings. As of this material revision, the CAO of HCCTS is conducting a review of potential tutoring approaches and Phase 1 of implementation will occur by October 25, 2025.

CICA Students & Devices

All CICA students are provided Chromebooks and hotspots so they are able to access their online learning tools, including their online curriculum.

Challenges for Students Accessing Online Tutoring

- Cultural Barriers: Afghan Women
    - Afghan women have the most urgent needs of all the populations we serve
    - Afghan women will not work one-on-one with male tutors
    - Afghan women typically have low technical skills
    - Afghan women typically have low literacy skills
    - In-person, woman-to-woman support by Dari- and Pashto-speaking academic staff is needed for this population
- Technology Accessibility
    - Students with low tech skills may not be able to access online tutoring that requires an online login
    - Students without internet access at home
    - Students without computers or laptops at home
    - Most online tutoring is chat-based
- Linguistic Barriers
    - Top 5 languages are: Dari, Pashto, Ukrainian, Russian, and Spanish
    - English-speaking tutors cannot effectively support students with low English proficiency

Instructional Days and Minutes Calculations

Instructional Requirements Report
2025-2026

AM Bell Schedule				
Day Type	*Instructional Mintues per Day*	*Instructional Days*	*Total Minutes*	*Grand Total Minutes*
Regular Day	336	184	61,824	65,889
Teacher PD Day	271	15	4,065	

PM Bell Schedule				
Day Type	*Instructional Mintues per Day*	*Instructional Days*	*Total Minutes*	*Grand Total Minutes*
Regular Day	336	184	61,824	65,889
Teacher PD Day	271	15	4,065	

Instructional Requirements			
Requirement	*Requirement*	*Meets Requirement?*	*Notes*
Annual Instructional Minutes Required for Grades 9-12 (AM)	EDC 47612.5: 64,800	Yes	65,889 minutes
Annual Instructional Minutes Required for Grades 9-12 (PM)	EDC 47612.5: 64,800	Yes	65,889 minutes
Required Minimum Miutes per Day (AM)	EDC 46141: 240	Yes	271 minutes on Teacher PD Days, 336 on Regular Days
Required Minimum Miutes per Day (PM)	EDC 46141: 240	Yes	271 minutes on Teacher PD Days, 336 on Regular Days
Earliest Start Time for High Schools	EDC 46148: 8:30 AM	Yes	8:45 AM start
Minimum Number of Days per Track	EDC 47612(d)(3): 175 Days	Yes	One track with 199 days total
Attendance Charters Must Require of Students	EDC 47612.5(e)(1): 80%	Yes	In Board Policy
Required Percentage of School Days for Each Track Prior to April 15	EDC 47512(d)(5): 55%	Yes	Before 4/15, inclusive: 148 After 4/15, exclusive: 51 Percentage before 4/15: 74%

Month	Regular Days	Teacher PD Days	Total Days
July	0	0	0
August	11	1	12
September	19	2	21
October	21	2	23
November	12	2	14
December	14	1	15
January	17	2	19
February	16	2	18
March	18	1	19
April	17	1	18
May	19	1	20
June	20	0	20
Total	**184**	**15**	**199**

Count	Day Type
184	Regular Days
15	Teacher PD Days
10	Staff Development Days

As a traditional independent study school, CICA ensures it meets instructional time requirements by documenting daily student engagement, evaluating work products for time value, and offering synchronous and asynchronous learning opportunities. Time value-earned depends on the certified teacher's judgment of individual work products and the time value that the teacher deems appropriate based on the teacher's assessment of the pupil's individual needs and capacities.[3][4][5][6] Teachers receive regular professional development training on the calibration of time-value for assignments including but not limited to cooperative norming in a PLC setting.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record. The Assigned Work Record contains a record of daily engagement and documentation of the time value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar.

Student Name:

Student ID:

M5: December 1, 2025 - January 9, 2026

Directions:
-Complete an AWR for each student on your roster.
-Schedule must match the instructional days available for the learning period.
-Insert the time value for each assignment.
-Check the box when an assignment is completed.
-Review instructional minute slide deck for monthly goal for each learning period.
-Enter the assignment points possible and points received for each assignment.
-Once completed, download each student AWR as a PDF.
-Add your signature and date to the AWR.
-Submit each student's AWR individually via the Brain (upload to first course of LR).

Schedule		Course	Assignment	Time Value in Minutes	Submitted	Percent Complete per Week	Points Recieved	Points Possible
Week 1	12/1/2025			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/2/2025			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/3/2025			0.00	☐	0%	0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/4/2025			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/5/2025			0.00	☐		0	0
				0.00	☐		0	0
Week 2	12/8/25			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/9/25			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/10/25			0.00	☐	0%	0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/11/25			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/12/25			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
Week 3	12/15/2025			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/16/2025			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/17/2025			0.00	☐	0%	0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/18/2025			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/19/2025			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
Week 4	1/5/2026			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	1/6/2026			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	1/7/2026			0.00	☐	0%	0	0
				0.00	☐		0	0
				0.00	☐		0	0
	1/8/2026			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	1/9/2026			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
				0.00		0%	0	0
				Total Time Value		% of work completed:	Total Points Received	Total Points Possible

#DIV/0!
Grade Percentage

Teacher Name

Teacher Signature

Graduation Requirements
CICA students are eligible to graduate when they have been awarded 180 high school credits: 110 Academic including a mandatory and 70 in elective or Career Technical Education (CTE) credits. As part of the 180 credits, transfer credits and employment credits count toward this total. As soon as the high school students complete 180 credits and those credits are verified, students are eligible to apply for their diplomas. After students receive their diplomas, they are asked to participate in a graduation ceremony.

Required Courses	
English	3 courses / 30 credits
Math	2 courses / 10 credits
World History	1 course / 10 credits
U.S. History	1 course/ 10 credits
Economics	1 course/ 5 credits
American Government	1 course/ 5 credits
Life Science	1 course/ 10 credits
Physical Science	1 course/ 10 credits
Career Technical Education, World Language, or Visual and Performing Arts	1 course/ 10 credits
Electives	70 credits

Grade Level Progression
Because all students are over 22 years, they cannot be assigned to grade levels based on age. CICA uses credit attainment to determine grade level. This does mean that students may enter school at a variety of grade levels and many students may not fall neatly into a four-year graduation plan. Holistic support systems are designed to ensure that students who are not on track receive timely, individualized intervention. Counselors develop graduation plans and conduct regular check-ins to review academic progress, update students on credits earned, and identify the steps needed to advance toward the next grade level and ultimately graduation. Each student receives an academic progress report that guides these conversations and helps counselors connect students to college readiness opportunities, including the A-G approved courses adopted in the 2024–2025 school year. As students refine their academic and career goals, counselors also introduce relevant CTE programs and provide information about program expectations, requirements, and timelines to support informed, meaningful transitions through grade levels.

The proposed grade level progress as defined through credit accrual is as follows:

Grade	Credits
[7]9	0-49
[8]10	50-99
[9]11	100-149
[10]12	150-180

[11]
In a standard 4 year graduation plan, students are enrolled in five courses each semester. Successful completion of all courses each school year will yield credits that place students within the ranges shown above. This will ensure all students enrolled in five core and/or electives classes will complete the full 180 graduation credits.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2030-31 school year.

Credits for Prior Learning and Experience
CICA has an established process for reviewing and awarding transfer credit to ensure students are placed on a clear path toward graduation.

The Transcript and Records Team evaluates all available records, including high school transcripts, college and international transcripts and degrees, and completion certificates. Credits are awarded using consistent, school-approved criteria.

For students who have completed high school equivalency exams, credit is awarded only upon submission of official GED or HiSET documentation.

After evaluation, each student receives a summary of awarded credits and remaining requirements, providing a clear plan to complete their diploma.

Counseling and Progress Monitoring

Counselors develop graduation plans, conduct regular check-ins with progress reports, and—beginning **2024–25**—advise on **A–G** pathways for college readiness.

Statutory compliance:

- **AB 101 (Ethnic Studies):** Offer a one-semester course; required for students graduating in **2029–30** and beyond (subject to appropriations).

- **AB 2927 (Personal Finance):** Offer a one-semester course by **2027–28**; required for students graduating in **2030–31** and beyond.

Students at Highlands progress through grade levels based on credit accrual rather than age or traditional annual promotion, and our holistic support systems are designed to ensure that students who are not on track receive timely, individualized intervention. Counselors develop graduation plans and conduct regular check-ins to review academic progress, update students on credits earned, and identify the steps needed to advance toward the next grade level and ultimately graduation. Each student receives an academic progress report that guides these conversations and helps counselors connect students to college readiness opportunities, including the A-G approved courses adopted in the 2024–2025 school year. As students refine their academic and career goals, counselors also introduce relevant CTE programs and provide information about program expectations, requirements, and timelines to support informed, meaningful transitions through grade levels.

Counselors help ensure students meet graduation requirements by developing graduation plans and conducting regular check-ins. During check-ins, counselors update students on their academic progress, including credit attainment and requirements remaining to meet graduation requirements. Each student is provided with an academic progress report. Beginning in the 2024–2025 school year, we have adopted A–G approved courses to expand college readiness opportunities for our students.[12][13][14][15]As part of this effort, counselors engage students in conversations about their aspirations for higher education as they approach the high school program. As student interests align with offered CTE programs, more information is provided to the student regarding program overview, requirements, and duration.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and require that students complete the same as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and require that students complete the same as a graduation requirement commencing with students graduating in the 2030-31 school year.

Attendance Policy
CICA maintains SOPs compliant with Board Policies and **EC §§ 51749.5–51749.6**. Daily engagement with assignments and synchronous instruction is tracked and retained for at least **three years**. With the approval and oversight of the District, CICA will establish and maintain attendance SOPs compliant with Board Policies and EC § s 51749.5 and 51749.6. At all times, students' daily engagement with assignments and synchronous instruction will be tracked and recorded, and the records will be maintained for a minimum of three years. The time value of all attendance awarded will be at the judgment of a certified teacher. In any instance where in-person attendance is a requirement, such as participation in CTE programs, in-person attendance will be recorded by a certified teacher, and attendance records retained for a minimum of three years.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned

Work Record. The Assigned Work Record contains a record of daily engagement and documentation of the time value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar.

The Need for California Innovative Career Academy
The area covered by the Twin Rivers Unified School District has tremendous educational needs. While some of these needs were met in the past by the adult education program of Twin Rivers Unified School District, with budget cuts, most of these opportunities have gone away for those who do not have a U.S. high school diploma. This has greatly impacted student access to dropout recovery, as well as programs serving ex-offenders and immigrants. All of these groups not only have a direct need for services, but by helping them, CICA also helps the state of California by reducing welfare services, reducing recidivism, increasing the tax base, and increasing the cohesiveness of our society.

The Need for Dropout Recovery
Research has demonstrated that within a school year, a student drops out of high school every 9 seconds in the United States (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). Further, according to the California State Legislature, "Research suggests that fewer than 70 percent of 9th grade pupils in California, and in some school districts, fewer than 50 percent, graduate from high school" (Carter, 2011).

The Need to Educate Ex-Offenders
High school dropouts are much more likely to become incarcerated, and many families in the Twin Rivers district are affected by having a family member who is an ex-offender. California Innovative Career Academy will be able to help rehabilitate these ex-offenders and provide them with real job skills. By being able to provide for their family through legal employment, children of ex-offenders will have better role models and be more likely to break the cycle of crime.

Benefits and Potential Impact on Twin Rivers Unified School District
CICA will have a positive benefit to the Twin Rivers Unified School District. Given that CICA will serve adults, no students will come from existing Twin Rivers traditional K-12 schools. Further, by educating the parents of students in the Twin Rivers traditional K-12 schools, these younger students will likely have greater academic success. By authorizing CICA as an independent charter school, Twin Rivers Unified School District will not take on any additional risks or insurance costs of the charter school.

Workforce Readiness
The Workforce Readiness program equips students with essential career skills and technical knowledge across multiple pathways, preparing them for success in the modern workforce and further education. The *Workforce Readiness* course emphasizes digital literacy, career exploration, employability skills, and professional communication, supported by practical experiences such as resume building and mock interviews.

CTE Programs
CICA is currently in the process of developing the CTE program. To grow capacity and course offerings, our CTE program is entering a redesign. During the 2025-26 school year, we are thoughtfully

using labor market data, community partnerships, and teacher input to shape offerings that will set our learners up for success. The plan emphasizes clear pathways, flexible schedules, strong language supports, and meaningful work-based learning. Courses will be carefully vetted and released in phases based on sustainable capacity and resources.

CICA will have seven CTE programs in the 2025-2026 school year:

1. Culinary Arts
2. Digital Literacy and Multimedia
3. Early Childhood Education (ECE)
4. Medical Services
5. Microsoft Office Specialist (MOS) Certification
6. Personal Finance
7. Real Estate

Culinary Arts

Culinary Overview
Introductory culinary skills with emphasis on safety, sanitation, knife skills, basic cooking methods, menu planning, and kitchen teamwork.

Culinary Target Certifications

- ServSafe Food Handler (all students)
- ServSafe Manager offered where feasible and appropriate

Culinary Program Requirements

- Safety routines, lab participation, and recipe labs portfolio
- Food handler exam completion; uniform and non slip shoes for lab days

Work-based Learning

- Guest chefs, site tours, catering practice for school events, community tastings
- sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Digital Literacy and Multimedia

Digital Literacy and Multimedia Overview

Practical digital storytelling with emphasis on device basics, file management, online collaboration, visual design, audio and video basics, and portfolio building.

Digital Literacy Target Certifications

- IC3 Digital Literacy certification where available
- Adobe Certified Professional exam prep in tools such as Photoshop, Illustrator, or Premiere Pro when feasible
- School issued certificate of completion with project portfolio

Digital Literacy Progress

- Curriculum outline drafted; equipment and facility scheduling in planning with partner

Program Requirements
- Completion of project based modules and a curated digital portfolio
- Regular practice in productivity and creative apps; responsible use and digital citizenship modules

Digital Literacy Work-based learning
- School communications projects, partner briefs, social media content labs, guest designers and media professionals

Digital Literacy Progress
- Curriculum outline drafted; device and software access plan in place with partner sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Early Childhood Education (ECE)

ECE Overview

Prepares students for entry roles in preschool and childcare settings with a focus on child development, safety, learning environments, and family partnerships. Strong language support embedded for multilingual learners.

ECE Target Certifications
- Pediatric CPR and First Aid
- California Mandated Reporter Training
- California Child Development Permit pathway awareness; assistance with Assistant or Associate Teacher permit application where eligible

ECE Program Requirements
- Attendance and completion of coursework and practicum tasks
- Readiness for site requirements when applicable (background clearance, TB test, immunizations per host site; program will help students navigate)
- Portfolio with lesson snapshots, observation notes, and reflections

ECE Work-based Learning
- Classroom observations, lab hours, guest talks with site directors, optional short externship when available

ECE Progress
- Currently in the process of hiring ECE teachers
- Curriculum map drafted using English for Work and Life for integrated language routines
- Site partner list in development for observations and talks

Medical Services

Medical Services Overview

Entry-level health care skills with emphasis on patient safety, infection control, vital signs, medical terminology, front office workflows, and team communication.

Medical Services Target Certifications
- American Heart Association BLS, CPR, and First Aid
- OSHA Bloodborne Pathogens awareness
- HIPAA privacy and security training
- Where feasible and appropriate: NHA Certified Medical Administrative Assistant exam prep

Program Requirements
- Safety routines, lab skills checklists, and a skills and reflections portfolio
- Completion of required CPR and safety training; appropriate attire for lab days

Work-based Learning
- Guest talks by medical assistants and clinic managers, site tours, mock front desk scenarios, community health events

Microsoft Office Specialist (MOS) Certification Prep

MOS Overview
Hands-on prep for industry-recognized Microsoft Office Specialist exams. Focus on Word, Excel, and PowerPoint with options to extend to Outlook or Access based on student goals.

MOS Target Certifications
- Microsoft Office Specialist Associate exams (Word, Excel, PowerPoint)
- Option to pursue additional exams for Expert level where appropriate

MOS Program Requirements
- Regular practice in Office applications; completion of scenario-based projects
- Exam readiness checks; testing through a Certiport Authorized Testing Center (onsite or partner)

MOS Work-based Learning
- Real-world admin projects, resume and report formatting, data dashboards for career pathways

MOS Progress
- Two MOS CTE teacher positions posted
- Certiport testing access plan underway (site authorization or partner center)

Personal Finance

Personal Finance Overview
Practical money skills for work and life: banking, budgeting, credit, debt, insurance, taxes, benefits, and introductory investing. Currently offered; will continue within CTE to strengthen career readiness.

Personal Finance Target Certifications
- Local certificate of completion with portfolio evidence
- Optional third-party exam (for example, W!se Financial Literacy Certification) if adopted by the school

Personal Finance Program Requirements
- Completion of unit tasks and a capstone budget and benefits plan
- Demonstration of digital skills for online banking simulations and tax prep scenarios

Personal Finance Work-based Learning
- Speakers from banks and credit unions, mock benefit selection, VITA site visit when available

Personal Finance Progress
- Running now; pacing and assessments aligned to power standards are being finalized for 2025–2026
- Curriculum outline drafted; lab equipment and site visit scheduling in planning with partner clinics
- Instructor recruitment plan prepared (internal posting or partner hire)

Real Estate

Real Estate Overview

Foundations of residential real estate with emphasis on California practice and principles, ethics, property types, basic finance, contracts, and client communication.

Real Estate Target Certifications

- Preparation for the California Real Estate Salesperson license pathway
    - Completion of required coursework hours and state application steps
    - Exam readiness checks and study support

Real Estate Program Requirements
- Completion of course modules and case studies; portfolio of forms, disclosures, and client communication samples
- Attendance at exam prep sessions; Live Scan and state application guidance provided

Real Estate Work-based Learning
- Guest brokers and agents, office tours, open house observations, neighborhood property walks, mock client meetings

Real Estate Progress
- Curriculum outline drafted; broker partner interest meetings underway
- Instructor recruitment plan prepared (internal posting or partner hire)

CTE Program Accountability And Progress Indicators

- Access: enrollment by site and pathway; ELD levels served
- Engagement: attendance and weekly progress submissions
- Learning: pass rates on unit performance tasks and portfolios
- Credentials: number of certifications earned (ServSafe, MOS, CPR/First Aid, Mandated Reporter, optional personal finance cert)
- Work-based learning: hours, site visits, guest speakers, externship participation
- Placement and advancement: students moving into jobs, internships, capstone, or next-level training

Transferability of Courses

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

Information about WASC accreditation can be found at CICA's website. CICA is currently WASC-accredited through June 30, 2030.

Technology

Technology is integral to academic success and workforce readiness. Given varied digital literacy levels, CICA provides structured exposure to tools (Microsoft Office, Google Classroom, web-based reading programs, tutorials) and models tech use in instruction. The IT Department (five FTE) supports teachers and students and has standardized classroom access across sites.

Equipment available upon request: Chromebooks, headphones/earbuds, projector screens.

CICA seeks to truly integrate technology into students' lives via classroom lessons, relevant examples, classwork, projects, and practical experience communicating in the modern world. Technology standards and objectives are integrated into the curriculum and are clearly defined for the teachers. Across varying sites, the teachers incorporate technology into their lessons. Teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize Google Docs, emails, etc. CICA's goal is to have all teachers using and adapting technology to accommodate the students' levels and needs.

In recent years, CICA has overcome a complex challenge with technology. Previously, not all of the students, teachers, and sites had the same level of access to technology, nor was the same level of technological access possible at all sites. The IT Department has resolved the disparity issues among classrooms, and currently, all classrooms have access to the same equipment.

Through consistent exposure to digital tools across courses and targeted instruction in digital literacy, the program ensures that students develop the technological competencies necessary for academic

advancement, workplace readiness, and full participation in modern society.
Technology, academic success, career goals, and social engagement are all important for students, and we believe that in order for students to be fully successful in the 21st century, they must become digitally literate.

Student Services

CICA has the unique opportunity to work with adult learners who have faced many challenges and require both academic and personal support to successfully meet their academic and career goals. In the 2025-26 school year, the support staff was greatly reduced, and CICA continues to work to rebuild some of those services. At the time of this material revision, there is an Intervention Coordinator position being developed to support partnerships with community agencies. These agencies provide essential support well beyond what CICA can offer including dental services, food, housing support, etc.

Orientation/Student Onboarding

Student Services holds an orientation at the beginning of each year to support students in becoming fluent in the CICA system and help them make informed decisions about their academic plan. In August 2025, orientation was extended to cover new attendance requirements and the Savvas curriculum.

Navigators

Dedicated staff are needed to ensure every student understands all of the services available to them. With students who speak over 39 languages, often with limited English proficiency, Navigators serve a critical role by communicating with students and providing academic and career support and access to community resources. CICA Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and travel to all campuses to present on services and programs. In June 2025, the Navigators were released from their positions. As of the writing of this material revision, HCCTS is working to rebuild the Navigator program for implementation in January of 2026.

Student Advisory Council

CICA is in the foundational stage of assembling a student advisory council. In September and October, the Chief Academic Officer will meet with students who are recommended by their teachers as possible advisory members. The first student advisory council meeting is set for mid-November and will meet quarterly. The intention for this group is to support increased agency, belonging, and leadership, as well as bring the student perspective to CICA initiatives. The quarterly meetings provide consistent opportunities for students to share their experiences, identify challenges, and contribute to solutions that enhance the educational environment for all newcomers, ultimately supporting their academic success and social-emotional well-being.

Community Partnerships

CICA serves a very high-need student population and has developed multiple partnerships with external organizations to address those needs. Since opening in the 2019-2020 school year, 13 partnerships have been established. These partnerships expand the school's reach within the community and increase student access to the tools necessary to achieve their goals. Partnership refers to a collaborative relationship between Highlands Community Charter and Technical Schools (HCCTS) and an external agency that supports students by facilitating access to essential services. These partnerships may be formalized through a Memorandum of Understanding (MOU) or remain informal and often involve the exchange of resources, services, and information aligned with shared goals to improve student outcomes

and well-being. In some cases, partnerships include agreements related to shared locations, supporting educational efforts by expanding access to instruction and services in settings where students already utilize essential resources.

These partnerships include the following organizations:

- SALAM Islamic Center
- SHRA
- La Familia Counseling Center
- CalAsian Chamber of Commerce
- Lao Family Community Development
- Department of Human Assistance
- Sacramento Employment and Training Agency (SETA)
- Mack Road Partnership

Many of these community partners provide support that is beyond the scope of CICA services. This includes connecting students to dental services, food banks, clothing, etc.

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

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

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

Plans for Specific Populations

English Learner (EL) Services and Newcomer Supports:
CICA provides comprehensive support for newcomer students and English language learners. CICA student services staff provide comprehensive orientation services to new and veteran students to support them in being able to "read their environment" and develop a fluency in navigating the CICA system. The academic supports are listed in the educational philosophy section. CICA also provides native language support when available, along with cultural transition assistance. Specialized programming for recently arrived immigrant students, including orientation to U.S. school systems, technology setup support, accelerated English language acquisition, academic skill building, and social-emotional support to ease cultural transitions. We provide translation services and family engagement programs to support

the entire family's integration into our school community. Teachers adapt content, assignments, and assessments to match students' language levels, ensuring they can access and engage with core academic material. English learners receive targeted language support embedded within subject-area instruction, allowing them to build both academic and linguistic skills simultaneously. This approach supports students in progressing toward English fluency while also earning high school credits toward graduation.

Plan for Students Who Are Academically Low Achieving
Independent Study labs allow students to complete required work in a self-paced fashion, allowing them additional time to master a subject before proceeding. Further, courses that are more set-paced will be designed to incorporate multiple modalities of learning to assist all students to success, including those who may be academically low achieving in a traditional school setting. This includes the use of more frequent one-on-one meetings and first language support to ensure content accessibility. Instructional pacing and support will be responsive to student needs, creating an inclusive environment where all learners have a pathway to mastery.

Plan for Students Who Are Academically High Achieving
Independent Study labs will allow students who are academically high-achieving to learn in an accelerated manner, so that they can complete their diplomas quickly. Because CICA serves adults aged 22 and older who do not possess a U.S. high school diploma, we often enroll immigrants with professional expertise from their home countries. For example, a student from Russia who previously worked as a doctor before immigrating to the U.S. would benefit from an accelerated rate in a life science class. The flexibility of the independent study model honors prior knowledge and experience, enabling students to move efficiently through material they already understand. This approach helps students re-enter the workforce or pursue higher education without unnecessary delays.

Students with Disabilities
Overview
CICA is categorized as an independent LEA, serving adults 22 years of age and older. Therefore, it is not required to join a SELPA pursuant to Education Code 47641(a), either on its own or with a grouping of charter school LEAs as a consortium. As such, CICA does not receive state and federal revenues in accordance with SELPA's allocation plan. . CICA will make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates serving students with disabilities, including but not limited to § 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). CICA enrolls all eligible students and provides FAPE through 504 plans and appropriate accommodations in compliance with § 504, ADA, and IDEIA**.**

IDEIA applies to children with disabilities and does not apply to adult students over the age of 21.[2] California likewise requires special education services for students until age 21. CICA integrates IDEIA compliance principles as part of its mission to provide K-12 educational opportunities to adult students according to all applicable laws.

[2] 20 U.S.C. 1412(a)(1)(A): "A free appropriate public education is available to all children with disabilities residing in the State between the ages of 3 and 21, inclusive..."

Disabled students with or without a previous IEP may request a reasonable accommodation by contacting their teacher, counselor, or administrator. CICA does not require students to provide detailed medical records to document a disability. A doctor's note or other documentation of impairment, including records of academic impairment, may support an accommodation need. Students also have the right to refuse accommodation solutions offered by the school or propose a different alternative as part of the interactive process.

Any decision to deny or grant a request for reasonable accommodation by the SST shall be made in accordance with applicable federal and state law, including IDEIA, ADA, and the California Education Code. Reasonable accommodation can include, but are not limited to, modifications to school policies, practices, or procedures; auxiliary aids for classroom learning such as transcripts, readers, or modified equipment; altered testing conditions; presence of a student's trained service animal; or other measures necessary to ensure equal access to CICA's educational programs, as required by 304 C.F.R. 104.44. CICA may deny accommodation requests by a person with a qualifying disability and documented need if the requested accommodation imposes an undue financial, operational, or administrative burden, or fundamentally alters its educational program, provided no reasonable alternative can be found to meet the student's needs.

Element B Measurable Student Outcomes and Element C Student Progress Measurements [16][17][18][19]

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subparagraph (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." (Ed. Code § 47605(c)(5)(B).)

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

Measurable Goals of the Educational Program

CICA (California Innovative Career Academy) was founded to serve historically disadvantaged populations. It has always served a larger than 90% socially and economically disadvantaged student population. The founding philosophy of CICA demands that it offer extensive support beyond that which would normally be available to students in a traditional high school setting and far beyond that available in CAEP settings. To that end, all support services are available to all students. This, along with the radically different makeup of the CICA student population compared to most schools, has led CICA to set its performance targets for all students rather than for traditionally designated subgroups.

Measurement of Progress

CICA intends to implement 11th grade and begin administering state assessments during the 2025–2026 school year. Prior to this year, CICA did not serve 11th grade students and therefore did not participate in CAASPP testing. Given the limited time remaining in the current charter term, CICA will begin administering CAASPP assessments and analyzing baseline data; however, the school will not yet have sufficient longitudinal information to establish multi-year academic goals tied to CAASPP performance. During this initial implementation year, the Academics Department and the Accountability & Assessment Department will jointly review CAASPP results and use these findings to develop goals, targets, and instructional priorities for the subsequent charter term.

In the absence of historical state testing data, CICA will continue to utilize existing internal and external assessments as the most reliable indicators of student achievement. Specifically, CICA will maintain its use of CASAS testing to supplement CAASPP results and provide higher-resolution, ongoing measures of student progress. CASAS provides more frequent testing cycles and is better aligned with the developmental needs of adult learners, enabling staff to identify skill gains, instructional gaps, and needs for pacing adjustments throughout the year.

While Smarter Balanced assessments (SBAC) and other CAASPP assessments are the state's primary measures of academic performance, their design presents unique limitations for adult education settings.

CAASPP is intended to measure longitudinal growth across consecutive years of enrollment in traditional K–12 settings. In contrast, adult learners often return to school after significant educational gaps, may enter at grade 12 without any prior CAASPP history, and frequently do not remain enrolled long enough to participate in the grade-specific testing intervals for which CAASPP was designed. Additionally, adult learners are in a different developmental context than school-age children, further complicating the interpretation of CAASPP results as growth measures.

Therefore, while CICA will fully participate in CAASPP testing, these assessments require augmentation to yield actionable information for instructional planning in an adult-serving charter school. CASAS and EL Civics assessments will continue to serve as essential tools for monitoring progress throughout the year and evaluating student skill development that may not be captured through CAASPP alone.

Subgroups

CICA was founded to serve historically disadvantaged populations and consistently enrolls a student body that is more than 90% socioeconomically disadvantaged. Consistent with the school's founding mission, CICA provides comprehensive support services to all students, exceeding what is typically available in traditional high school or adult education settings. Because of this mission-driven model and the unique demographics of CICA's student body, the school has historically focused its performance monitoring on overall student performance rather than on traditional K–12 subgroup designations.

Beginning with the first year of CAASPP participation, CICA will analyze performance across all required state-defined subgroups as reported through CALPADS. In addition to these standard subgroups, CICA will augment its analysis by examining linguistic and cultural subgroups that are particularly relevant in an adult education context. For example, the CALPADS category of "White" includes large populations of English learners from Russia, Ukraine, Afghanistan, and other regions whose educational needs differ significantly despite being grouped together in state-defined categories.

To ensure equitable support for all learners, CICA will review state testing results, CASAS data, and EL Civics performance through multiple analytical lenses. This approach allows the school to identify meaningful subgroup differences, understand the diverse needs of its students, and develop targeted strategies that address both state-defined and locally relevant subgroups.

Cycles of Inquiry

CICA implements a structured, data-driven cycle of inquiry to ensure that instruction remains responsive to student needs and that gaps in progress are identified and addressed in a timely manner. This continuous improvement process integrates teacher-level, site-level, and schoolwide data and is supported by professional development, leadership oversight, and ongoing monitoring.

Teacher-Level Cycles of Inquiry

The CASAS Coordinator leads regular professional development sessions designed to build teacher capacity in data analysis and instructional planning. During these sessions, teachers review their class-level CASAS data, examine patterns in student skill gains, and identify students who may require additional instructional support or targeted interventions. The CASAS Coordinator guides teachers in interpreting score changes, drill-down indicators, modality-specific patterns, and student persistence factors. Together, teachers and the Coordinator establish clear instructional priorities for the next

cycle—such as reinforcing specific competencies, adjusting pacing, differentiating reading or listening tasks, or implementing targeted small-group instruction. These priorities are revisited in subsequent cycles to evaluate progress and refine strategies.

Leadership-Level Cycles of Inquiry

At a higher level, CICA utilizes CASAS analytics provided through Schoolytics to monitor schoolwide and site-based trends. These dashboards allow administrators—including the CASAS Coordinator, site leaders, and the Chief Academic Officer—to analyze longitudinal score patterns, cohort growth, level completion rates, and the distribution of learning gains across classrooms and school sites. This broader analysis helps identify exemplary instructional practices as well as classrooms or programs that may require additional coaching, professional development, or resource allocation.

Integration and Continuous Monitoring

Findings from both teacher-level and leadership-level analysis are integrated into CICA's ongoing instructional planning process. Priorities identified in each cycle inform PD offerings, coaching sessions, curriculum adjustments, and the deployment of academic supports. Subsequent CASAS and EL Civics assessment results are reviewed during the next inquiry cycle to determine whether interventions were effective or require further refinement. This structured, iterative approach ensures that CICA's instructional program remains responsive, equitable, and closely aligned to the needs of its adult learner population.

Alignment with State Priorities[20][21]

STATE PRIORITY #1— BASIC SERVICES The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
Subpriority A: Fully Credentialed Teachers	
Goal[22][23][24][25][26][27]	100% of core teachers will hold an appropriate and valid California Teaching Credential. These teachers may be fully credentialled or hold intern or emergency credentials as is appropriate to the teaching assignment. All teachers will be denoted as Fully Credentialed or Intern by CDE.
Method	Monthly Credential Monitoring. Each month CICA will document the credentialing status of all teachers in a report accessible to TRUSD and CICA leadership. Including an analysis of all temporary assignments and internships.
Measurement	Percentage of Teachers noted as Ineffective or Out-of-Field by CDE as reported in the annual SARC.
Subpriority B: Access to Standards Aligned Instructional Materials	

Goal	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in the charter petition.
Method	Review and approve all instructional materials each summer before the start of the school year to ensure alignment with Common Core, CASAS, and English Language Proficiency objectives. Conduct a midyear materials audit to evaluate sufficiency, replacement needs, and alignment with evolving instructional standards.
Measurement	Confirm 100 percent student access to standards aligned materials by the first week of each academic term, verified through distribution logs and classroom inventories. Executive Director or designee will review all instructional materials before purchase pursuant to E.C. § 60119. Report annually on instructional materials sufficiency in the School Accountability Report Card and maintain documentation verifying compliance with state requirements

STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
Subpriority A: Implementation of Standards	
Goal	At CICA 100% of core academic classrooms will offer curriculum aligned to common core state standards.
Method	**Provide quarterly professional development on standards aligned instructional practices**, ensuring teachers can effectively use diverse curriculum materials to meet varied student needs. **Conduct three implementation checks per year** (fall, winter, spring) to monitor curriculum engagement and instructional fidelity through classroom observations and teacher reflection logs.
Measurement	By August 30th each year, verify that 100 percent of core academic classrooms are equipped with Common Core aligned curriculum, confirmed through an annual instructional materials review conducted by the Executive Director or designee. Confirmed in the annual SARC.
Subpriority B: EL Student Access to Academic Content	

Goal	100% of English Language Learners will gain academic content knowledge through implementation of Common Core State Standards.
Method	Measure EL students' access to academic content each trimester using course completion data, EL Civics assessments, and progress toward mastery of integrated ELD and Common Core learning objectives. EL students will be offered differentiated instruction in contexts integrating Common Core State Standards with ELP objectives such as English for Work and Life and EL Civics courses.
Measurement	Administer level exit tests and track EL Civics performance annually to determine whether English Learners are gaining academic content knowledge in alignment with program expectations. Monitor English language proficiency growth each semester using CASAS reading scores, measurable skill gains, and redesignation indicators to ensure every EL student demonstrates measurable progress.
Subpriority C: EL Students and English Language Proficiency	
Goal	100% of English Language Learners will make measurable progress towards English language proficiency.
Method	EL students participate in English Language Arts/Literacy instruction with appropriate in-class instructional support which includes structured English language development, small group teacher support, paraeducator support, and usage of SDAIE strategies.
Measurement	The school will track annual metrics including the rate of redesignation from Intermediate ESL to Adult Basic Education, measurable skills gains, and CASAS reading gains.

STATE PRIORITY #3— Educational partner involvement. State priority 3 references parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation. However as all CICA students are 22 years and over CICA will focus instead on engaging the feedback of educational partners including but not limited to students and community partners.	
Subpriority A: Educational partner engagement	
Goal	Promote student involvement in setting schoolwide priorities and implementing academic programs and student services through hosting at least five educational partner events.

Method	**Collect and analyze student feedback after each event** using qualitative and quantitative methods, with findings compiled within 30 days and incorporated into annual planning and the LCAP.
Measurement	Student feedback will be recorded, collated, and analyzed by CICA staff incorporating both qualitative and qualitative methodologies. Student feedback will be incorporated into the annual LCAP.
Subpriority B: Student Participation	
Goal	Survey students in 10 more languages to promote engagement with school culture and receive actionable quantitative feedback, with at least 50% student participation.
Method	Each year CICA will circulate a student satisfaction survey.The survey will be made available in not less than the 5 most widely spoken languages among the student population. Results will be analyzed and presented to the HCCTS Board with recommendations for LCAP priorities based on the results.
Measurement	CICA will track the number and percentage of students participating in the survey.
Subpriority C: Community Partner Engagement	
Goal	Maximize the opportunity for CICA students and staff to meaningfully engage with community partners by hosting at least 5 events accessible to CICA students remotely (i.e. through Zoom).
Method	Community partner events will be held throughout the year including job fairs, immigrant resource presentations, Know Your Rights presentations from local agencies, and cultural events celebrating diverse student backgrounds.
Measurement	All community partner events will be assessed for engagement and impact including number of students engaged and the results will be reported to the HCCTS Board with recommendations for incorporation into the LCAP. Publish an annual summary of educational partner engagement in the LCAP by June 30, including event counts, participation levels, survey data, and key themes that informed schoolwide decision making.

STATE PRIORITY 4: Student Achievement **Academic Achievement Metrics, performance on standardized tests, progress of English**

Language Learners	
Subpriority A: Academic Achievement Metrics	
Goal	The school will analyze available CAST and CAASPP results and identify any subgroups performing below average. Schoolwide academic achievement metrics will meet targets as agreed upon with our Authorizer as quantified below in CICA Academic Achievement Metrics with the goal of an annual 2 point increase in reading and math indicators.
Method	The SBAC will be administered for all 11th Grade students and CAST for all 12th grade students. All CICA students take regular CASAS tests every 6-8 weeks. All 12th grade students have regular meetings scheduled with counselors and are provided a personalized graduation plan to ensure they graduate within the same program year as admission to the 12th grade.
Measurement	All Academic Achievement measurements are reported to the Authorizer yearly in an annual report.
Subpriority B: Standardized Tests (SBAC)	
Goal	Ensure all students and teachers are adequately prepared to engage with SBAC. 100% of teachers will receive training on SBAC. 100% of students will be informed of the SBAC testing window.
Method	Implement two mandatory trainings on Smarter Balanced assessment for teachers and paraeducators before January 30. CICA will begin implementation of Smarter Balanced (SBAC) for 11th grade in the 2025-2026 school year. The designated LEA CAASPP coordinator will coordinate training and implementation.
Measurement	The designated LEA CAASPP coordinator will report CAASPP results to CICA and TRUSD. The CAASPP coordinator will conduct a review of training, timeline and results to be presented to the HCCTS Board in September of each school year.
Subpriority C: Progress of English Language Learners	
Goal	English Language Learners will see consistent growth including average

	CASAS Reading STEPS gains of 2 points or greater per program year and Measurable Skills Gains as reported to NRS meeting or exceeding the state average.
Method	CASAS tests will be taken by all students every 8 weeks at a minimum, the percentage of students with pre and post test scores will meet or exceed 55%.
Measurement	The CASAS coordinator will review monthly progress reports. The progress of English Language learners will be analyzed and reported in the CICA annual progress report provided to TRUSD each year.

STATE PRIORITY #5— STUDENT ENGAGEMENT Pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates	
Subpriority A: Student Attendance Rates	
Goal	CICA will ensure an 80% attendance rate.
Method	Attendance with sufficient academic progress will be a requirement of continued enrollment at CICA. Students not meeting requirements will receive academic support and intervention.
Measurement	Monthly, quarterly and annual attendance reports, Periodic attendance rates will be visualized in Schoolytics.
Subpriority B: Chronic Absenteeism	
Goal	CICA will reduce chronic absenteeism by 5% yearly.
Method	CICA will enforce mandatory attendance policies designed to promote attendance. See the attendance SOP attached in the appendix.
Measurement	As reported in Dataquest.
Subpriority C: Graduation Rates	
Goal	CICA will monitor graduation rates to evaluate the progress of subgroups. CICA will develop a plan to address the progress of all subgroups performing below the school average.
Method	CICA will analyze CAPLADS graduate data and identify subgroups performing below average. The Chief Academic Officer will create an equity plan to address discrepancies.

	All CICA 12th graders will be prepared for graduation with personalized graduation plans and extensive academic and counseling support.
Measurement	The results of the graduation analysis will be presented annually to the HCCTS Board in September of each school year. This analysis will include a plan and target for each underperforming subgroup.

STATE PRIORITY #6— SCHOOL CLIMATE School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
Subpriority A: Pupil Suspension Rates	
Goal	CICA will maintain a suspension rate of less than two percent.
Method	CICA will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	CICA will track student suspension in PowerSchool and report it in CALPADS.
Subpriority B: Pupil Expulsion Rates	
Goal	CICA will maintain an expulsion rate of less than two percent.
Method	CICA will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	CICA will report student expulsion rates using CALPADS.
Subpriority C: School Climate	
Goal	CICA will ensure 90% of enrolled students respond to the student climate survey.
Method	As part of CICAScommunity partner engagement, the yearly student climate surveys will be distributed to all students by teachers. Teachers will be trained on the survey and participation incentivized.
Measurement	The accountability department will collate and analyze student survey results and present the results to the HCCTS Board of Directors including year over year trends in responses and rate of survey completion.

STATE PRIORITY #7— COURSE ACCESS The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 9-12: English, social sciences, science, mathematics, visual and performing arts, applied arts, and career technical education.	
Goal	100% of students will have access to all content areas. As a school with many credit recovery students, not all students will be enrolled in all subjects, however all students will have access to the courses needed to graduate high school with a broad course of study.
Method	Conduct an annual audit of the full course catalog by July 31 to verify that all required subject areas—including English, social sciences, science, mathematics, visual and performing arts, applied arts, and CTE—are available to students. Review all student schedules each semester to confirm that 100 percent of students have access to the courses needed for graduation and to ensure equitable access for English Learners, unduplicated students, and students with exceptional needs.
Measurement	Evaluate and update course outlines and descriptions annually by September 30 to maintain alignment with Common Core State Standards, ELP objectives, and EL Civics content areas. Monitor enrollment patterns quarterly to ensure that designated English support classes are providing integrated access to core content areas for English Learners and that course availability aligns with student demand. Publish an annual Course Access Report each January summarizing course offerings, student enrollment trends, access to designated supports, and any adjustments made to maintain compliance and alignment with state priorities.

STATE PRIORITY #8— Pupil Outcomes	
Subpriority A: English	
Goal	All students will demonstrate an increase in proficiency in English Language Arts/Literacy as measured by state testing scores and CASAS test.
Method	CICA will implement the SBAC annually with the first test to be conducted in Spring 2026.

	All English learners will receive English language instruction integrated with ELA standards. All English proficient high school students will demonstrate mastery through course completion. All students will receive regular CASAS reading testing
Measurement	CICA will analyze initial ELA results for the SBAC and produce an analysis and plan to be presented to the Board in September of the 2026-2027 school year. Average CASAS reading tests will meet or exceed 2 points per program year. Yearly the program will meet or exceed California state targets for Measurable Skills Gains.
Subpriority B: Social Science	
Goal	All English language learners will participate in Civics education.
Method	Students will take 3 yearly EL Civics Civics exams.
Measurement	The school will maintain an 85% passing rate for Civics exams.
Subpriority C: Mathematics	
Goal	All students enrolled in Mathematics will make measurable progress.
Method	Math students will receive pre and post CASAS testing to evaluate the effectiveness of the program.
Measurement	All math students will meet or exceed a 2% CASAS Math Goals gain on average.

Determining Academic Standing (Grade Level)
Upon admission to CICA, a student's grade level is determined based on the evaluation of transcripts of any previous schooling. Students enroll with a very wide variety of educational attainment, academic skills, credits, and English language proficiency. Students are placed in grade levels based on credit attainment.

Grade Level	
Grade 9	0-49 credits
Grade 10	50-99 credits
Grade 11	100-149 credits

(proposed addition)	
Grade 12	150-180 Credits

Assessment
CICA uses a variety of formative and summative assessments to evaluate our students. During enrollment, students participate in placement testing to determine English proficiency, including CASAS testing. Students participate in content knowledge and skills-based assessments in their lessons. CASAS assessments are administered to all students every six to eight weeks. EL Civics assessments are administered each term.

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

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

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
English Language Proficiency Progress	Internally developed ESL Level placement / exit test	At Enrollment, End of Term
EL Civics Assessments	CASAS approved assessment plans (COAAPS)	Three times each year in the following months: November, March, June
High School Content Mastery	Course assessments and course grades Savvas imbedded assessments	At the end of every high school course Savvas: mid-unit assessments; formal and informal evaluations
ELA and Math Achievement	Smarter Balanced (CAASPP) Savvas imbedded assessments	CAASPP: Once in grade 11. Savvas: mid-unit assessments; formal and informal evaluations
Science Achievement	CAST Savvas imbedded	Once in high school grades 10 or 12.

	assessments	Savvas: mid-unit assessments; formal and informal evaluations

English Language Proficiency Placement
CICA assesses all students as part of the enrollment process through CASAS testing to establish a baseline for academic achievement. Additionally, students of limited English proficiency will participate in an English Learner Assessment (ELA) placement test to determine English proficiency.

State Testing
In compliance with California Education Code requirements, CICA will offer the CAASPP Smarter Balanced Assessments Consortium (SBAC) to all students in 11th grade. CICA also offers California Science Tests (CAST) to all 12th-grade students who have not previously taken the science test in high school. Testing will be coordinated by the Assessment Coordinator with academic staff and test proctors. Because CAASPP testing is new to CICA, the determination of the details of testing windows and procedures will be an ongoing process by academic and assessment staff.

Physical Fitness Test (PFT)
CICA acknowledges the importance of testing; however, the PFT was intended for children in grades: 5, 7, and 9. It was developed by The Cooper Institute to measure the fitness of youth. All of the healthy performance zones were determined by age and gender, ages 5-17+ and were norm referenced for the outcomes of children. CICA believes that the PFT would cause considerable stress to adult students and its imposition would likely reduce the chances that adult students remain motivated to complete their education.

Student Growth
CICA uses the Comprehensive Adult Student Assessment System (CASAS), a competency-based adult assessment program validated by the U.S. Department of Education for use in adult education. While CICA is a K-12 institution, there are few assessment programs designed to evaluate the growth of adult students. Consequently, CASAS is an essential tool for the evaluation of student progress at CICA. The test series used by CICA is listed below.

Test Series
CASAS Reading STEPS
CASAS Listening STEPS
CASAS Reading GOALS 2
CASAS Math GOALS 2

Students receive CASAS testing every 7 weeks. Testing is conducted via a kiosk application installed on CICA chromebooks. Testing can only occur in a proctored environment and is conducted by test proctors or teachers.

All students receive CASAS reading tests. CASAS Math assessments are administered to all students enrolled in math courses to evaluate the effectiveness of the instruction they receive.

Schoolwide CASAS outcomes include average point gain, measurable skills gains, and pre and post testing rates. Below are the average point gains for the previous three program years.

Average Point Gain per Program Year			
	2022-2023	**2023-2024**	**2024-2025**
ELL			
CASAS Reading	5.8	3.9	6.2
CASAS Listening	8.4	4.7	6.2
ABE			
CASAS Reading	5.0	4.9	5.6
CASAS Math	2.5	4.9	6.4

The data shows consistent improvement in student outcomes. particularly in the 2024–2025 school year. For ELL students, both CASAS Reading and Listening scores rebounded after a dip in 2023–2024, each rising to 6.2 points—the highest gains observed over the three-year span—indicating renewed effectiveness in language instruction. In the HS program, CASAS Math scores saw the most notable growth, more than doubling from 4.9 to 6.4, which suggests that recent changes in math curriculum or support have had a strong impact. ABE Reading scores also increased steadily, climbing each year from 5.0 to 5.6, pointing to sustained literacy development. These trends highlight encouraging progress in both foundational literacy and numeracy across programs.

Measurable skills gains represent the number of students progressing in an Educational Functioning Level as defined by the National Reporting System (NRS), the federal accountability system. Measurable skills gains are an important indicator of both English language and academic progress.

Percentage of students with pre and post test achieving a measurable skills gain				
ESL Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	65.00%	78.90%	71.76%
	CA State target	30.50%	34.00%	TBD
Level 2	Achieved	58.33%	84.55%	84.52%
	CA State target	30.50%	40.00%	TBD
Level 3	Achieved	53.49%	77.53%	82.19%

	CA State target	34.50%	37.00%	TBD
Level 4	Achieved	61.67%	68.36%	78.18%
	CA State target	30.50%	34.50%	TBD
Level 5	Achieved	58.62%	75.10%	76.24%
	CA State target	31.50%	34.50%	TBD
Level 6	Achieved	0%	75.34%	58.70%
	CA State target	21.50%	25.00%	TBD

Percentage of students with pre and post test achieving a measurable skills gain				
ABE Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	85.71%	65.22%	76.47%
	CA State target	40.00%	44.00%	TBD
Level 2	Achieved	58.33%	63.21%	70.93%
	CA State target	42.50%	44.00%	TBD
Level 3	Achieved	53.49%	55.56%	63.76%
	CA State target	38.00%	43.00%	TBD
Level 4	Achieved	61.67%	64.41%	75.47%
	CA State target	40.50%	43.00%	TBD
Level 5	Achieved	58.62%	54.19%	59.18%
	CA State target	35.50%	42.00%	TBD
Level 6	Achieved	0%	0%	21.33%
	CA State target	36.50%	43.50%	TBD

CICA Measurable Skills Gain for all learners compared to state average

	2022-2023	2023-2024	2024-2025
CICA	68.9%	69.8%	73.0%
CA State Average	44.36%	44.8%	TBD

CASAS pre and post tests are essential for measuring student progress but also serve as an important measure of student engagement.

Percentage of Learners with Pre and Post CASAS Test		
2022-2023	2023-2024	2024-2025
57%	66%	71%

The data above reflects a clear upward trend in the percentage of students who received both a pre- and post-test over the past three years. In 2022–2023, 57% of students received both tests. This increased to 66% in 2023–2024 and rose again to 71% in 2024–2025. This steady improvement demonstrates CICA's growing commitment to data-driven instruction and collective efforts to ensure more students are assessed consistently, allowing CICA to better capture and respond to their academic development.

Teachers, counselors, and proctors at CICA work diligently to ensure that all students complete both the CASAS pre- and post-tests; however, reaching 100% participation remains a challenge. To address this, CICA is implementing several strategic measures, including hiring additional proctors, expanding staff training, purchasing more laptops to support testing, and developing a more structured and comprehensive testing schedule. Additionally, the recent hiring (August 2024) of a dedicated CASAS Coordinator has provided focused leadership to further strengthen the assessment processes. Through these efforts, CICA is committed to increasing the percentage of students completing both assessments in the coming years.

EL Civics Civic Objective and Additional Assessment Plan Data (COAAP)

Integrated English Literacy and Civics (IELCE/EL Civics) programs provide English learners with literacy instruction while developing the civic knowledge and workforce skills needed to participate fully in U.S. society. Assessments are developed according to COAAPs supplied by CASAS and reported to the state via TOPSpro Enterprise.

For the past five years, CICA administered EL Civics assessments through Google Forms, collating results via automated Google API scripts. While cost-effective, this approach became unsustainable as the dataset expanded. In 2025, CICA piloted the use of Edcite, which streamlined reporting, improved assessment quality, and enabled more detailed tracking of student outcomes.

Program Data

Results from the past two program years demonstrate both the scale of participation and consistently strong pass rates:

- 2023–24: Students attempted 1,455 assessments, with 1,045 passes (72% pass rate). Themes included Employment, Personal Finance, and DMV readiness.
- 2024–25: Participation expanded significantly, with 2,837 assessments attempted and 2,027 passes (71% pass rate). Themes included Employment, Health and Nutrition, and Education.

These results indicate both growth in student participation and stable success rates, demonstrating that English learners are not only engaging in EL Civics instruction but are mastering key competencies in

employment readiness, financial literacy, health, and civic education. The expansion from 1,455 to 2,837 attempted assessments in just one year reflects increased system capacity, improved reporting structures, and the successful adoption of Edcite as a platform.

EL Civics Assessment Data				
Program Year	**Theme**	**COAAP #**	**Attempted Assessments**	**Passed Assessments**
2023-2024	Employment	33.9	176	156
2023-2024	Personal Finance	1.8	633	394
2023-2024	DMV	12.7	646	495
2023-2024	Total		1455	1045
2024-2025	Employment	33.8	940	628
2024-2025	Health and Nutrition	46.7	1158	854
2024-2025	Education	13.6	545	739
2024-2025	Total		2837	2027

High School Graduation

Graduation is the most powerful marker of student success at CICA. For our adult learners, graduation is more than a diploma—it represents years of determination, resilience, and perseverance in the face of significant challenges. Many students have overcome interrupted education, displacement, language barriers, and personal hardships to reach this milestone. At CICA, graduation is treated as a holiday: a joyful celebration for students, families, and staff alike.

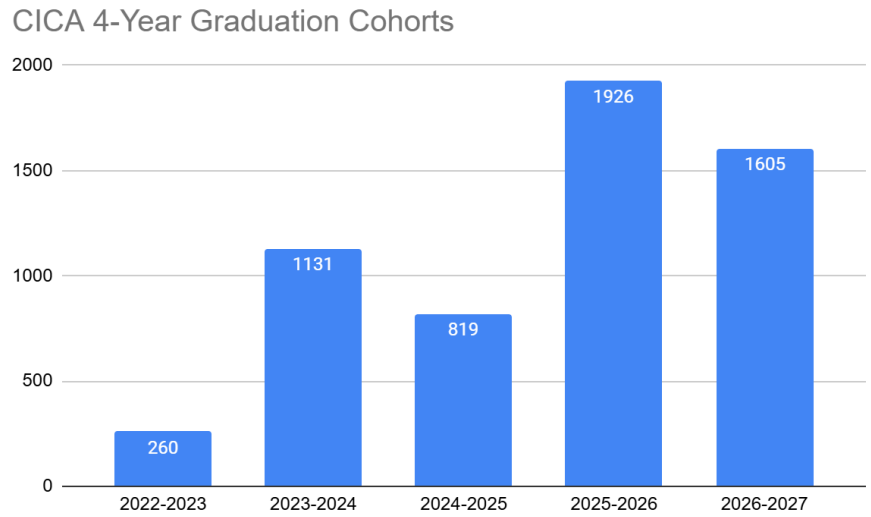
Because its students complete credits throughout the year, CICA offers multiple graduation ceremonies annually—in both summer and winter—so every student has the opportunity to "walk the stage" in front of their community. Each year, the ceremony has grown in size and prominence, with venues expanding to accommodate the increasing number of graduates.

CICA Cohort Graduation

CICA faces unique challenges in relation to traditional 4- and 5-year cohort graduation rates. Before 2021, English learners were designated as primary students in grades 1–2. In 2020–21, all CICA students were redesignated as high school students to better reflect their adult status. This redesignation dramatically increased the size of the 4-year cohort, even though over 80% of entering students began with limited secondary education skills and required extended time in grade 9 to develop English and academic foundations.

Conversely, some students—such as immigrants arriving with stronger English proficiency and prior academic backgrounds—graduate much more quickly. For example, Winter 2025 graduates averaged 2.5 years of enrollment, well outside the traditional 4-year window. These dynamics lead to artificially low cohort rates that do not accurately represent student success.

The chart below illustrates these complexities:



CICA 4-Year Cohorts: While the 4-year cohort count grew from 260 (2022–23) to 1,605 projected in 2026–27, only a fraction of actual graduates appear in these rates. In 2024–25, for instance, just 76 of 300+ graduates were captured in the 4-year outcome.

CICA 1-Year Graduation Rate

To better reflect the reality of adult education, CICA also tracks and reports the 1-Year DASS Graduation Rate, which measures the percentage of 12th graders completing a diploma within the same program year.

- Growth: The 1-year rate nearly doubled in 2024–25, reaching 43.2%, compared to 22.6% in 2023–24.

- Raw Numbers: Graduates reported in CICA's LCAP also increased steadily from 200 (2022–23) to 323 (2024–25).

CICA students must work to overcome a wide variety of barriers to participate in education and achieve academic success. An adult learner is engaged with responsibilities and demands that pay no respect to their academic journey, making them inherently at very high risk of not completing their education. In every sense, these are alternative students. In recognition, CICA continues to track and report the 1-year graduation rate. The 1-Year graduation rate is calculated as follows:

$$\frac{\text{\# graduates as reported in CALPADS - (all students without 90 days cumulative enrollment)}}{\text{All students enrolled in 12th grade for the program year - (all students without 90 days cumulative enrollment)}}$$

This metric, combined with raw graduate counts, provides a more accurate picture of CICA's impact, capturing the success of students who accelerate or extend their time beyond traditional cohorts. The upward trend in both rate and number of graduates demonstrates the effectiveness of CICA's academic model and support systems.

2022-2023	2023-2024	2024-2025
23.5%	22.6%	43.2%

ELL Level Progress
English Language learners progress through courses designed to advance their English Language skills while allowing them to engage with increasingly in-depth standards-aligned content.

Graduation outcomes are directly tied to English Learner advancement. Reaching Level 3 (Intermediate) in ELD marks a pivotal milestone: students transition into the full high school program, where they engage with core academic standards while continuing to receive integrated English language support. This bridge ensures that English acquisition and diploma attainment are inseparable parts of student success.

Alternative School Status

CICA is fully accountable to the California Department of Education (CDE) to ensure that students meet state standards. California adopted the Local Control Funding Formula (LCFF) in 2013, creating the California School Dashboard to monitor performance across schools. However, these traditional accountability measures were designed for K–12 systems and often fail to capture the unique realities of adult and alternative learners.

To address this gap, the CDE created the Dashboard Alternative School Status (DASS) system, which provides alternative schools with more appropriate accountability metrics. When CICA opened its main hub in Sacramento in August 2019, it adopted DASS and has consistently complied with its requirements. In November 2024, CICA worked with Twin Rivers Unified to finalize a set of DASS-aligned metrics. While CICA was notified in December 2025 that it would lose official DASS status, the school remains deeply committed to accountability. We continue to track these measures internally—

now reported as CICA Academic Achievement Metrics—to ensure transparency, rigor, and continuous improvement.

CICA Academic Achievement Metrics
Academic Achievement
ESL
1. The percentage of CICA English Language learners with a pre and post-test achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).
ABE
1. The percentage of CICA high school learners with a pre and post-test, achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).

Academic Improvement
ESL
1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at CICA enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The percentage of CICA English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.
ABE
1. The average CASAS Reading Gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The 1-year Graduation Rate for CICA learners will meet or exceed 20% as reported in California School Dashboard.

Student Engagement
All Levels
1. The percentage of CICA students with a CASAS pre and post-test will meet or exceed 55% as measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE
ABE
1. The percentage of 12th grade CICA high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of CICA high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

Teacher-Designed Formative Assessments

CICA teachers employ a wide range of **informal and formative assessment strategies** to monitor student learning and ensure mastery across subjects, including reading and vocabulary, writing and grammar, speaking and pronunciation, listening, digital literacy, mathematics and consumer economics, science, history/social science, government and law, health, and independent living.

Formative assessments are integrated into daily instruction and provide timely feedback to guide both teaching and learning. Common tools include:

- Benchmark assessments to measure progress against standards
- Oral and multimedia presentations to assess communication and digital skills
- Written assignments such as journals, essays, research projects, and book reports
- Performance-based tasks, including independent projects, portfolios, and demonstrations
- Traditional measures such as tests, quizzes, grammar diagnostics, and comprehension checks
- Daily learning artifacts such as homework, workbook activities, and applied practice

Through this comprehensive approach, teachers are able to monitor progress continuously, adjust instruction responsively, and ensure that students are building the knowledge and skills required for academic advancement and real-world success.

Grading and Progress Reporting Systems

CICA maintains a rigorous and transparent grading and reporting system designed to hold students to high standards while providing multiple opportunities for mastery. The school uses a grading system A,

B, C, D, and No Grade (NG), with GPA points assigned as follows: A = 4.0, B = 3.0, C = 2.0, D = 1.0, and NG = 0.0. Although teachers may add plus or minus designations, these do not alter the GPA value. To ensure deep learning and persistence, CICA requires that students earn at least a "D" or higher to receive credit for a course. Students who earn below a "D" must revise or redo work and demonstrate mastery before credit is awarded.

Grades are issued at multiple points—upon course completion, partial completions, or at the end of the term—ensuring timely feedback to students and counselors. In addition to letter grades, teachers provide narrative feedback and individualized support, fostering a growth mindset and continuous improvement.

Evaluation Methods

CICA uses a multi-method evaluation system to measure whether students meet academic expectations and mastery standards. Methods include:

- Teacher-designed assessments (benchmarks, unit tests, projects, and presentations)
- Student self-assessments and reflection
- Publisher-embedded assessments (e.g., Savvas, Burlington English, CASAS-aligned resources)
- Portfolios of student work (writing samples, research projects, digital artifacts)

High school course completion is directly tied to end-of-unit and end-of-course assessments, with a minimum passing threshold of 80%. This ensures both rigor and consistency across the curriculum.

Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data
CICA uses assessment data in four primary ways. First, assessment serves as a diagnostic tool to identify content areas a student has not yet mastered. This allows instructional staff to gain a clear understanding of each student's gaps in content knowledge and skill development, enabling targeted intervention and personalized instruction.

Second, aggregated student learning data are used to evaluate overall school performance. A dedicated team of professionals at CICA analyzes a broad range of academic indicators, including enrollment trends, placement assessments, demographic data, CASAS assessments and gains, course grades, graduation rates, and student retention. By examining student outcomes over time, the school is able to assess performance by teacher, course, program, and schoolwide, and compare results to those of similar institutions.

Third, assessment data informs decisions regarding student progression and formal recognition, such as level completion, graduation, licensure, or certification.

Finally, assessments are used to identify students who may be underperforming relative to their peer group, prompting review of placement and potential intervention supports. In cases where a student is not adequately progressing in a course, reassignment to a remedial course or additional instructional

support from teachers, paraeducators, or specialists may be required to ensure the student is able to complete course materials and meet academic expectations.

This cycle is led by the Instructional Leadership Team (ILT) and supported by counselors, paraeducators, and assessment staff, ensuring that data directly shape instruction and student support.

Retention
CICA addresses student retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagement systems coordinate efforts to strengthen two-way communication between students and the school. Retention is supported by a team of professionals, including counselors and academic staff. This collaborative approach enhances student relationships and contributes to increased achievement and retention.

Program Audit
CICA provides TRUSD with a comprehensive annual performance report that includes, at a minimum, the following data:

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

Local Control and Accountability Plan (LCAP)
CICA develops its Local Control Accountability Plan (LCAP) in accordance with the template adopted by the State Board of Education. The LCAP serves as the school's comprehensive planning and accountability tool, integrating academic goals, fiscal priorities, and stakeholder input. Previous to the adoption of a state board template, CICA will follow the basic methods used for the School Accountability Report Card. The plan includes measurable pupil outcomes aligned to the state priorities outlined in California Education Code § 52060(d), as well as local priorities identified by CICA to address the specific needs of adult learners. These priorities encompass academic achievement, student engagement, school climate, access to a broad course of study, and workforce readiness. The LCAP is

updated annually through a collaborative process that engages students, staff, and community partners. Each year, CICA presents both the annual update to the LCAP and the Local Control Funding Formula (LCFF) budget overview for parents at a public meeting of the Board of Directors, no later than February 28. This presentation ensures transparency, provides opportunities for feedback, and demonstrates the school's commitment to continuous improvement and fiscal responsibility.

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LOCAL CONTROL AND ACCOUNTABILITY PLAN 2024-2025

GOAL ONE
ACADEMIC ACHIEVEMENT

1.1 CURRICULUM AND DIGITAL LEARNING
- Digital Navigators
- Hardware and Software
- Gamification
- Culturally Relevant Curriculum
- Purchase and Implementation
- Supplemental Learning Materials

$ 7,709,568.78

1.2 CLASSROOM SUPPORT

Academic Coaching
- Mentors, Tutors, Paraeducators, Literacy Support Staff, Reading Support Staff, Staff Training

Literacy Support
- Libraries, Pleasure Reading Books, Reading Specialists, Staff Training for Phonemic Awareness, Literacy Support

Assessment Support
- Proctors, Assessment Recognition, Preparation, Assessment Tools

Students with Disabilities
- Identification, Employees who specialize, Support offered

College-Bound Students
- A-G Courses

$ 4,139,883.13

1.3 ENGLISH LANGUAGE LEARNERS AND STUDENT ENGAGEMENT
- Student Onboarding and Welcome Process
- Cultural Festivals and Spirit Days
- Student Celebrations
- Field Trips
- Student Leadership
- Community Service and Electives

$ 846,265.48

1.4 PROFESSIONAL DEVELOPMENT
- Teacher and Administrator Training and Credentialing
- Mentor Stipends
- Lead Teacher Stipends
- Courses Reimbursements
- Conferences
- All-Staff Professional Development Days
- Credentialing Coordinator
- Credentialing Generalists
- Professional Development Coordinator

$ 1,269,398.21

GOAL TWO
WORKFORCE READINESS & CTE

2.1 CTE EXPANSION
- Acquire Partnerships
- Partner with CTE Programs
- Expand to new Facilities
- Purchase Tools and Uniforms
- Pay for Certifications and Licenses

$ 2,414,999.60

2.2 WORKFORCE SOLUTIONS
- Job Search Support
- Internship Support
- Resume Writing
- Practice Interviews

$ 1,550,000.00

2.3 COLLEGE AND CAREER READINESS
- College Exploration
- College Field Trips
- Application Support
- FAFSA and Scholarship Support
- Workforce Readiness Courses
- Digital Literacy Training and Support
- Transcript Evaluation Services

$ 50,000.00

2.4 CTE FAIRS AND EVENTS
- Plan CTE events
- Share the programs we currently have with students and staff
- CTE Graduations and Celebrations

$ 14,836.00

GOAL THREE
STUDENT SERVICES

3.1 BASIC NEEDS SUPPORT
- Homeless Services
- Clothing Closet
- Food Distribution
- Student Transportation
- Communication Plan
- Transportation
- Identification of Students with Disabilities
- Parent Support and Education, Learning Centers, Summer Programs

$ 878,353.97

3.2 MENTAL HEALTH SUPPORT
- Mental Health Support
- Socio-Emotional Support
- Student Intervention Team

$ 500,000.00

3.3 ENGLISH LEARNER SUPPORT FOR STUDENT SERVICE
- Communication for Student Services Available to Students in L1
- Translation Support
- Materials Available in L1
- Communication Plan

$ 302,237.66

3.4 WELLNESS CENTERS
- Student Fitness Facilities
- Personal Training
- Nutrition Support
- Group Fitness Classes
- Lifestyle Coaching

$ 334,326.17

Element D Governance

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

California Innovative Career Academy (CICA) operates as a directly funded independent charter school under HCCTS, a California nonprofit public benefit corporation, in compliance with applicable California law and federal law. CICA commits to maintaining its nonprofit status in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board"), which is the governing authority for CICA and is ultimately responsible for ensuring that the school remains faithful to its mission, operates in compliance with its charter, and maintains fiscal viability. The Board functions in accordance with its bylaws, California nonprofit law, and applicable provisions of the Education Code. While the Board maintains fiduciary responsibility and ultimate decision-making authority, it delegates day-to-day management to CICA's Executive Leadership Team.

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

Governance Procedures and Operations

Meeting Requirements and Procedures

All meetings of the CICA Board of Directors are conducted in full compliance with the Ralph M. Brown Act and Education Code § 47604.1(c). Meetings are open to the public, and each agenda includes an opportunity for community input regarding the California Innovative Career Academy.

Agendas are posted prominently at the school's main office and on the CICA website at least 72 hours in advance of regular meetings and 24 hours in advance of special meetings. Emergency meetings may be called without standard notice when immediate action is required, consistent with the Brown Act.

Meetings are held at the principal office of CICA or at other publicly accessible, non-discriminatory locations within California as designated by Board resolution or meeting notice. Teleconferencing is permitted, provided that the public may attend from all listed locations and all votes are conducted by roll call. Pursuant to AB 2449 (effective through January 1, 2026), Board members may also participate remotely under specific conditions without disclosing their physical location, provided public access requirements are maintained.

Approved minutes are posted to the CICA website within 72 hours and are made available to the public upon request. The Board meets regularly—typically monthly during the school year—and adopts an annual calendar of meetings, with adjustments made as needed to accommodate holidays or other scheduling conflicts.

Decision-Making Procedures

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

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

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

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

Board Composition and Membership

Board of Directors

Mike Reid (Corporate President)



Mike Reid is a Board Member for Highlands. He has been an educator for over 38 years and has served in various roles throughout his career, including teacher, Vice-Principal, Principal, and Schools Superintendent. He has had the opportunity to assist and be recognized for three California Distinguished Schools.

His work in charter schools spans over nine years, during which he oversaw the development of a new charter school and served as the Learning Analyst for another. He also served as a consultant for the state of Hawaii for nearly three years, focusing on school academic improvement.

Sharon Rocco (Corporate Vice-President)



Sharon Rocco was born in Oregon and moved to California in 1959. In 1967, Rocco moved to Manila, Republic of the Philippines, and graduated from Brent Episcopalian Boarding School in Baguio City. In 1969, she returned to Sacramento, California, and completed college at California State University, Sacramento with a Bachelor's degree in Social Work and Corrections. Sharon began her career in 1975 with the California Department of Corrections as a Parole Agent and served both in rank and file and administrative positions until she retired in 2005. Sharon was elected to Highlands Community Charter School's Board of Directors in July 2015.

Matt Levesque



Matt Levesque is a longtime educator who taught English and Career & Technical Education before serving as a Vice Principal and Principal at multiple school sites. His career has been defined by a commitment to supporting underserved and at-promise students, beginning with his work at a Continuation High School, where he later became Principal.

Matt helped expand student success pathways and played a key role in developing the Industrial Technology program at Highlands. He retired in 2024 and joined the Board in 2025 to support Highlands' mission to "Build Back Better."

Symia Stigler



Symia Stigler is a national leader in K–12 program design, attendance improvement, and workforce pathways. She previously served as Executive Director of the Attendance Institute and Deputy Director of Sacramento READS, where she led regional literacy, attendance, and youth development efforts.

Her expertise spans K–12 and postsecondary education, workforce development, multi-sector partnerships, and community-driven program design focused on improving outcomes for young people.

Pamela A. Pascual



Pamela Pascual brings extensive executive experience in organizational design, trauma-informed practice, governance, and community engagement. As CEO of Let's Talk About It Corp. (LTAIC), she has championed learner-centered reforms grounded in transparency, collaborative leadership, and strong support systems for adult learners and their families.

Her work reflects a long-standing commitment to elevating community voices and strengthening equitable, learner-focused education systems.

Board Member Selection Process
The Board of Directors shall consist of a minimum of three and a maximum of eight members; however, following the resignation of any director serving as of September 20, 2024, the maximum number of members shall be reduced to seven. To mitigate the occurrence of tie votes, the Board endeavors to maintain an odd number of members. Furthermore, school districts or county offices authorized to oversee HCCTS schools are entitled to appoint one voting representative to the Board.

Candidates for Board membership are sought from diverse professional backgrounds, including education, finance, law, public policy, human resources, and community leadership. Ideal candidates demonstrate alignment with CICA's mission, a commitment to its success, and the ability to provide expertise or resources in support of the school.

People who work for the school (or have close family ties to someone who does) cannot serve on the Board. Each director serves a 3-year term and stays in the role until a new director is chosen. If a director leaves—due to resignation, death, legal issues, or missing three meetings—the Board can fill that spot by majority vote. Chartering authorities can fill or remove their own representatives.

In accordance with Education Code § 47604.2(b)(2), the Board may, upon receipt of a qualifying petition, choose to include at least one student member. If appointed, the student member may be granted preferential voting rights as provided by law.

Board members may resign at any time by submitting written notice. However, no resignation shall be effective if it would reduce the Board below the minimum required membership, unless the Attorney General is notified. Should a vacancy arise due to resignation, death, legal disqualification, or failure to attend three consecutive meetings, the Board may fill the position by majority vote. Chartering authorities retain the right to appoint or remove their own representatives. Reductions in the Board's authorized size will not prematurely terminate current directors' terms.

CICA will not make contracts or approve actions where a director or key employee have a potential financial interest in the contract or action that precludes CICA from approving the same pursuant to Section 1090 et seq, the Political Reform Act, or other statutory, regulatory, or common law preclusions of conflicts of interest. It also will not loan money or property to any director or officer, except it can advance money for work-related expenses that will be reimbursed. Lastly, CICA promises to protect and cover legal costs or damages for its directors, officers, employees, and certain others if they face

lawsuits or legal actions related to their role, as allowed by law. If someone asks for this protection, the Board will quickly decide if they qualify and approve it if they do.

Officers of the Corporation: Roles, Responsibilities, and Appointments
The Corporation is required to have a Chair of the Board, President, Secretary, and Treasurer, with the option to appoint additional officers as needed. Officers are appointed by the Board, report to the Board, and may have duties outlined in employment contracts. One person can hold multiple officer roles, except that the same person cannot be both Chair/President and Secretary/Treasurer. Officers may be removed by the Board or resign with written notice. Vacancies are filled following the same process as original appointments. The Chair leads Board meetings; the Vice-Chair fills in when the Chair is absent. The President (also called Executive Director) manages the Corporation's daily operations. The Secretary keeps records of Board meetings and official documents, while the Treasurer manages the Corporation's finances, provides reports, and may be required to give a bond to ensure proper handling of funds.

All Board Members are required to complete annual training in the Brown Act, conflict of interest compliance, sexual harassment prevention, mandated reporting, and any other state-mandated governance trainings. This ensures that directors remain fully informed of their legal responsibilities, ethical obligations, and best practices for charter school governance.

Roles of the Board
The Board of Directors is responsible for managing the Corporation's activities and has the authority to make key decisions. This includes hiring and removing staff, setting their duties and pay, relocating offices, operating in or outside California, borrowing money, using a corporate seal, and seeking outside funding to support and expand the organization's services. All actions must follow applicable laws and the Corporation's governing documents. For more information, see the bylaws in the appendix.

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

Executive Leadership

The Executive Leadership Team at California Innovative Career Academy (CICA) provides the vision, expertise, and operational management necessary to sustain a high-quality learning environment that advances student achievement. Working under the authority of the Board of Directors, the Executive Cabinet—which includes the Executive Director, Deputy Directors, Director of Executive Services, Chief Business Officer, Director of Accountability and Assessment, and Director of Human Resources—oversees the development, implementation, and continuous evaluation of the school's core systems and policies.

The Cabinet is responsible for ensuring excellence across all operational and instructional domains,

including finance, assessment, curriculum and instruction, facilities, human resources, compliance, and organizational accountability. Through collaborative leadership and data-driven decision-making, the Executive Leadership Team ensures that CICA remains faithful to its mission, responsive to student and community needs, and aligned with state and federal accountability requirements.

Governance Structure

CICA affirms that its Board of Directors serves as the sole governing authority of the Charter School. The Board holds ultimate responsibility for the governance and oversight of CICA, with each member carrying a fiduciary duty to safeguard the long-term success and sustainability of the organization. The Board is charged with addressing all major governance and operational matters in accordance with applicable laws, Board policies, and the terms of the Charter. Key responsibilities include overseeing the Charter School's financial health, ensuring proper expenditure and accountability of public funds, establishing general and curriculum-related policies, approving and monitoring the annual budget and financial procedures, and engaging in strategic planning and fundraising efforts. The Board is also responsible for the selection, evaluation, and, if necessary, dismissal of the Executive Director, as well as the approval and oversight of personnel policies. In addition, the Board works to build broad-based support and strategic partnerships that further the mission of the school. To fulfill its oversight role, the Board meets regularly to review academic and operational data, financial reports, and compliance documentation. Through these processes, it ensures alignment with the school's mission, holds leadership accountable, and monitors key performance indicators to drive continuous improvement.

CICA has adopted a conflict of interest code [28]that complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school-specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, CICA's Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to Government Code section 1090 and the Political Reform Act. The Board further acknowledges and abides by governance requirements under the Brown Act, Public Records Act, and other applicable state laws. The responsibilities of the CICA Board as further outlined in the Bylaws include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the CICA's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law, such as the Public Records Act, and policies such as the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety, and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with the Executive Director to set goals.
- Enact policies to support the successful operation of CICA.
- Attend ethics training (AB 2158).

Meeting Requirements and Procedures

All Board meetings are held in accordance with the Brown Act and Education Code Section 47604.1(c) and are open to the public; each agenda includes time for community input regarding Highlands Community Charter School. Governing Board meeting agendas are posted at the entrance of the Charter School's main office and on the Highlands Community Charter School website at least 72 hours prior to any regularly scheduled meeting and at least 24 hours in advance of special meetings. Emergency meetings may be held without standard notice when immediate action is required. Meetings are held at the principal office of HCCS or other publicly accessible, non-discriminatory locations within California designated by Board resolution or meeting notice. Teleconferencing is permitted if the public can attend from all listed locations, and votes are conducted by roll call. Under AB 2449 (effective through January 1, 2026), Board members may also participate remotely under certain conditions without disclosing their location, provided public access is preserved. Meeting minutes are posted to the HCCS website within 72 hours of approval and are available upon request. The Board meets regularly—typically monthly during the school year—and meetings are calendared annually, with rescheduling allowed for holidays.

Decision-Making Procedures

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

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

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

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

The Board of Directors may, in its discretion, form Committees, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school achieves its mission and goals. To deepen partner input into governance, the Board of Directors may form standing or ad hoc committees, in accordance with bylaws and applicable law.

Committees may be formed to incorporate stakeholder feedback into educational policies and plans, establish workgroups to focus on tasks and objectives requiring sustained input and investigation, and liaise between the Board and community members and other partners.

Committees may include representatives from staff, students, or community partners where appropriate, ensuring the school's governance remains inclusive and mission-aligned.

Educational Partner Involvement

Educational Partner Involvement Plan and Process
CICA affirms that the perspectives of students, staff, and community partners are essential to strong governance and continuous improvement. As an adult-serving charter school, student voice is central to shaping program design and school culture. The Board and leadership team actively solicit, value, and incorporate feedback from educational partners to ensure decisions remain responsive to the needs of CICA's diverse learning community.

As part of its continuous improvement efforts, California Innovative Career Academy (CICA) conducts Educational Partner (EdPartner) events throughout the year, beginning each fall with the distribution of staff and student climate surveys. Starting in the 2024–2025 school year, both surveys are administered via SurveyMonkey to enhance anonymity and encourage honest, constructive feedback.

The staff survey is distributed first and has seen steadily increasing participation, with 346 CICA staff and 13 Equity Initiatives staff responding in 2024–2025—up from 223 respondents the previous year—resulting in a participation rate of 92.76%. The survey includes questions across several key areas: mission, vision, and schoolwide goals; communication and leadership; workplace culture and environment; onboarding and support; compensation and benefits; digital tools and technology; professional development and growth; and curriculum and instruction. These categories are designed to assess organizational strengths and identify areas for growth. Survey results are presented to the HCCTS Board of Directors and shared with all staff through infographic posters displayed at every school site to promote transparency and engagement.

The student climate surveys are sent out to all students in eleven different language options. In the 2024-2025 school year, the survey was hosted on Survey Monkey which allowed for ease of use for students as well. Teachers are encouraged to have their students take the survey during class to increase participation.

CICA's student survey was available to students in 12 languages, including English, Spanish, Russian, Ukrainian, Dari, Pashto, Arabic, Chinese, Vietnamese, Armenian, Turkish, and Hmong, and resulted in 3,610 student responses, compared to 2,169 last year. In February 2024, CICA held the Reading with Relevance event to gather information on the curriculum and its impact. CICA engaged 36 educational partners during this event and had them participate in the Reading with Relevance Book Fair Impact Survey afterward.

During the Black History event in February 2024, CICA focused on engaging educational partners and collecting feedback. The Black History Month Assembly Feedback Form from February 2024 garnered 27 responses from educational partners.

During the Building a Community School Lunch and Dinner sessions, CICA concentrated on gathering suggestions for improvements in the domains of wellness, health, social-emotional support, additional academic opportunities, CTE, and community enhancements. CICA held discussions with educational partners, which resulted in 22 summarized responses on the Building a Community School survey.

In March 2024, CICA hosted a meeting with principals to gather their insights on the key challenges and opportunities for growth. Following the discussions, participants were requested to complete the Principal Feedback Survey, which provided subsequent data from 6 principals.

In April 2024, CICA sent out the Leadership Survey to collect the directors' feedback on the following categories: communication, job and role clarity, work environment, recognition, relationships, curriculum, and professional development. CICA has gathered responses that highlight the enhancements across the categories, alongside some challenges. Seven of the directors participated in the Survey.

In April 2024, CICA facilitated a Your Voice Matters event for CTE programs at the Grand Avenue campus. CICA engaged 42 educational partners and gathered feedback on strengths, improvement areas, and solutions.

In the 2023-2024 school year, CICA hosted four (4) educational partner events titled Your Voice Matters, compared to one in the previous year. The purpose of visiting more sites was to get more feedback from students with different needs at various school locations. For the 2023-2024 school year, CICA gathered educational partner feedback from a total of 830 including 26 responses from students who enrolled in the Equity Initiatives program at the “Your Voice Matters” events compared to 270 in the 2022-2023 school year. Combined with the all-staff climate surveys and student surveys, the principal meeting, leadership feedback survey, and other educational partner events, CICA engaged 4,926 while gathering educational partner feedback.

Each educational partner event had a facilitator and notetaker who led the discussion in three areas: school strengths, opportunities for growth, and possible solutions for improvement. The responses were recorded in Google Forms. CICA analyzed the data to identify growth areas and build the LCAP goals and actions. CICA found a high level of consistency in climate surveys and educational partner responses. After careful review, CICA used this feedback to determine where to increase and decrease spending.

CICA encourages students and staff to attend, speak, and present at Board meetings; CICA requests that students and staff complete various surveys. CICA proactively reaches out to students regularly to encourage them to meet with the counselors to continue discussing their goals and needs; and CICA is proudly responsive to the feedback CICA receives.

CICA encourages and teaches the students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during EdPartner events. Following these events, the data is reviewed, proposals for a new funding formula are created and presented to the board of directors as well as the executive cabinet. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comments and final plans are approved at a public board meeting. CICA will consider TRUSD recommendations and comments when drafting its LCAP. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget each year as part of a nonconsent item at a regularly scheduled Board meeting.

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

Element E Employee Qualifications

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

California Innovative Career Academy (CICA) is committed to recruiting and retaining professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional roles. All employees must align with the school's instructional philosophy, mission, and vision and demonstrate the expertise and commitment necessary to support student success.

In accordance with Education Code §47605(e)(1), CICA shall remain nonsectarian in its employment practices and operations. The Charter School shall not discriminate against any individual (employee or pupil) based on actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or any other characteristic contained in the definition of hate crimes set forth in Penal Code §422.55, or based on association with an individual who has any of the aforementioned characteristics.

Employee Positions And Qualifications[29][30]

Hiring and Selection Process
CICA recognizes that excellent schools are built on excellent employees. All positions are filled through a recruitment and hiring process that ensures alignment with CICA's mission, compliance with state and federal law, and adherence to Board-adopted personnel policies.

- Job Descriptions: Every position is defined by a detailed, Board-approved job description outlining required qualifications, duties, and reporting structures.
- Applicant Screening: Human Resources (HR) prescreens all applicants via EdJoin.org to verify minimum qualifications. Only qualified applicants are advanced for interviews.
- Interviews and Recommendations: Panels may include administrators, staff, or community representatives, and applicants are evaluated using a structured rubric.
- Final Approval: HR and hiring managers recommend candidates to the Executive Director, who makes final hiring decisions.
- Nepotism Policy: Consistent with Board Policy 4212.8, relatives may not participate in hiring or evaluation processes where family members are involved.

Recruiting Qualified Teachers
CICA recruits well-qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third-party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers. This allows us to market our charter school as a competitive organization in which to work. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs.

Employees
CICA recognizes that to have an excellent school, it must have excellent employees. CICA will draw upon the pool of excellent adult education teachers previously employed by Twin Rivers Adult Education. Proposed salaries and benefits for administrators, certificated faculty, and classified staff have all been modeled after the Twin Rivers' salary scales and employee contracts.

Employee Overview
All employees of CICA are committed to developing the social, civic, character, and academic potential of each student. All staff members possess experience and expertise appropriate for their position according to the CICA adopted personnel policies, and federal and state statutes applicable to charter schools. Selection and appointment of employees at CICA will be the exclusive prerogative of CICA.

CICA does not discriminate against any applicant on the basis of his/her race, creed, color, national origin, age, gender, gender expression, gender identity, disability, or any other basis prohibited by Education Code § 220. CICA shall comply with all applicable laws regarding criminal background checks, including Education Code § s 45125.1 and 44237.

Executive Team
The Executive Leadership Team provides the vision, management, and accountability systems necessary to ensure CICA's academic and operational success. Under the authority of the Board of Directors, the Executive Team designs and oversees schoolwide policies, systems, and compliance.

2025–2026 Executive Team

- Jonathan Raymond – Executive Director
- Mathew Lemos – Chief Business Official
- Teresa Cummings, Ph.D. – Deputy Director/Chief OperatingOfficer
- Eric Chapman – Deputy Director/Chief Academic Officer

Job descriptions and resumes of the Executive Team are included in the Appendix.

Executive Director: Serves as the chief administrator responsible for the planning, operation, supervision, and evaluation of all educational programs, services, and facilities; hiring and performance management of personnel; oversight of finances and compliance reporting; and partnership development.

For more information on the resumes of each of the cabinet members and their job descriptions, see the appendix.

Executive Director
Our Executive Director assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of CICA and for the performance appraisal of the staff. It is the responsibility of our Executive Director to oversee the school facilities, selection and employment of CICA personnel, evaluation, promotion, termination, or discipline of CICA personnel, and the preparation and submission of reports as directed by the Board, to include regular goals and forecasts as directed. The CICA Executive Director manages the day-to-day operations of CICA by preparing and submitting required budgets and reports as required by a charter

school. Our Executive Director develops partnerships for providing educational services by CICA, interacts with CICA accountants and attorneys, and performs other duties lawfully assigned by action of the Board. Our CICA Executive Director must minimally possess a bachelor's degree or any experience directly related to the field of work equivalent to a four-year degree and program administration and planning experience, preferably with experience in management as an executive officer.

Independent Study Compliance Coordinator
The CICA Independent Study Compliance Coordinator is responsible for overseeing the Independent Study (IS) Program and program compliance, including attendance accounting, documentation, and reporting. This is a classified administrative position. The CICA Independent Study Compliance Coordinator should possess a BS or BA degree from a recognized college institution, or a degree of a similar nature that is in alignment with the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability is essential. The Independent Studies Coordinator must have thorough knowledge of the school's SIS (Student Identification Systems, e.g., PowerSchool) and its use for guiding Independent Studies, as well as the ability to function independently and effectively. In this position, it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regard to communication, record keeping, and staff presentations associated with Independent Studies. The CICA Coordinator can communicate effectively and clearly both orally and in writing with a diverse staff and student population.

Counselor (Independent Study)
CICA Counselor will provide academic, college/career, and social-emotional counseling tailored to adult learners in an Independent Study environment. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. CICA Counselors refer students to other community resources, support groups, and social service agencies as appropriate. At a minimum, CICA Counselors possess a Bachelor's Degree in Education or School Counseling with a 7-12th grade level certification, two (2) years of experience as a high school counselor, and a valid Pupil Personnel Services Credential with an academic school counseling emphasis.

Teachers (Independent Study)
CICA will comply with all applicable state and federal laws regarding teacher credentialing and qualifications. In accordance with Education Code §47605(l)(1), all CICA teachers must hold a valid California teaching certificate, permit, or other credential appropriate to their assignment, as issued by the California Commission on Teacher Credentialing (CCTC). Credential documentation will be maintained on file at CICA headquarters and made available for inspection by Twin Rivers Unified School District, which retains the right to review hiring decisions to ensure compliance with federal and state mandates.

CICA teachers must hold the California teaching certificate, permit or other document required for the teacher's certificated assignment pursuant to Education Code § 47605(l)(1).
CICA hires only qualified teachers. Teachers are responsible for creating and sustaining a learning environment that supports California state standards and reflects CICA's educational philosophy, with a strong emphasis on meeting the unique needs of adult learners. Teachers hold a minimum of a bachelor's degree from a degree-granting institution and a valid authorization to serve as a California credentialed teacher from the California Commission on Teacher Credentialing (CCTC). Additionally,

all teaching staff are qualified under the Elementary and Secondary Education Act (ESEA), also known as the Every Student Succeeds Act (ESSA), formerly known as the No Child Left Behind Act (NCLB). Accordingly, CICA teachers have:

1. A bachelor's degree from a degree-granting college or university.
2. A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or other Designated Subjects credentials.
3. Demonstrated subject matter competence.

Teacher Credentialing
HCCTS affirms that all classroom instruction must be provided by teachers who hold valid California teaching credentials, and that paraeducators may not serve as the teacher of record. In prior years, teachers at CICA held adult education credentials as recommended by the CTC and the San Diego County Office of Education. In February 2025, the CTC decided to enforce K-12 teaching credentials.

CICA has already implemented the following to improve compliance and accountability. In the 2024–2025 school year, HCCTS significantly changed its credentialing and staffing procedures. The school established a credentialing support team of internal staff and credentialing consultants and reviewed more than 300 staff profiles. Individual credential pathway plans were developed, and 269 one-on-one consultations were held with teachers. HCCTS launched a partnership with UMass Global to create an intern credential pathway with tuition coverage for staff and offered reimbursement for credential exam fees and coursework through Board Policy 4112.3: Teacher Credentialing Reimbursements. All staff with noncompliant assignments were notified, and instruction in July 2025 was suspended to allow credential corrections before the next school year.

Board Policy 4112.2 now requires all certificated staff to hold valid and appropriate credentials at the time of hire and to submit timely proof of renewal. In alignment with updated guidance from the CTC and CDE—and following the loss of DASS status—HCCTS has transitioned away from Adult Education credentials. All teachers are now required to hold single-subject or multiple-subject credentials.

To support compliance, HCCTS created a centralized credentialing dashboard and updated its use of Frontline to track credential status, staff evaluations, and assignment alignment.

Per Board Policy 4112.2, certificated employees must:
- Hold the appropriate credential for their assignment upon hire;
- Maintain active credentials and complete renewals as required;
- Adhere to applicable state and federal regulations;
- Submit proof of credential validity and renewal to Human Resources within required timelines.

For more information from the Board Policy 4112.2: Credentialing Requirements Communications, see the appendix.

Information Technology/Data Technician
CICA's IT technicians provide critical technology support for students and staff by diagnosing computer

problems, monitoring systems, installing software, and maintaining digital tools. They also train staff and students to use instructional and administrative technology effectively.

Administrative Services Credentials

CICA encourages leaders to pursue Administrative Services Credentials through the Sacramento COE and San Diego COE. As of June 2025, fourteen (14) HCCTS employees have completed or enrolled in preliminary/clear administrative programs, including:

- Eric Chapman, Deputy Director/Chief Academic Officer
- Teresa Cummings, Ph.D., Deputy Director/Chief OperatingOfficer
- Bindy Grewal, Ed.D., Director of Human Resources
- Mayra Valdivia, Interim Director of Student Services
- Andrew Michaud, Director of Instruction and Professional Learning
- Melissa Roberson, Director of Accountability and Assessment
- Carol Zheng, Curriculum Coordinator
- Niccole Scrogins, Interim Director of Performance Management and Continuous Improvement
- Maya Freeman-Perry, CICA Principal
- Maria Pile, CICA Principal

Additionally, Catherine Thirkill (CASAS Coordinator) has been accepted into the next Sacramento COE cohort.

CICA has developed and adopted Board Policy 4331 – Administrative Credential Reimbursement, which outlines the reimbursement procedures for participation in approved credentialing programs. Additional details are provided in the appendix.

Evaluations

In the 2024–2025 school year, CICA adopted Board Policy 4115: Personnel Evaluation and Supervision, establishing a comprehensive evaluation system designed to promote continuous improvement, accountability, and alignment with the school's mission and goals. The policy applies to all certificated and classified staff and sets forth clear expectations for professional conduct, job performance, stakeholder engagement, and compliance with applicable laws and policies.

Evaluations are conducted annually and may include classroom observations, self-assessments, formal performance appraisals, and collaborative goal-setting, depending on the employee's role. Supervisors are responsible for providing timely, constructive feedback, maintaining accurate documentation, and supporting employee growth through individualized development plans. All evaluation records are treated as confidential and maintained in personnel files in accordance with state and federal privacy requirements. (See Appendix for full Board Policy 4115: Personnel Evaluation and Supervision.)

To support this process, CICA uses Frontline, an integrated platform for payroll, employee evaluation, and professional learning management. Frontline enables the secure storage of all employee evaluations, monitors performance trends over time, and standardizes evaluation practices across the organization. The system also issues automated reminders to supervisors regarding evaluation deadlines, ensuring

timely completion. All employees are required to review and electronically acknowledge their evaluations within the system, reinforcing accountability and transparency.

Instructional Paraeducators
Instructional paraeducators at California Innovative Career Academy (CICA) play a vital role in supporting certificated teachers by providing instructional assistance, linguistic support, and translation services for students. To ensure all paraeducators meet minimum qualifications, CICA requires a high school diploma or equivalent, successful completion of an English proficiency exam with a score of 70% or higher, and the ability to communicate effectively with diverse student populations. In alignment with state and federal requirements, CICA verifies educational qualifications and exam results during the hiring process and maintains documentation to ensure compliance.

Applicant Screening
All job applicants at CICA go through a rigorous pre-employment screening process to ensure they meet all requirements and qualifications for the role they are applying for. CICA uses the website Edjoin to post job openings. This is also where new applicants apply for positions. Within Edjoin, Human Resources is able to filter applications based on minimum qualifications before forwarding candidates to hiring managers. Only employees who meet these requirements are eligible for interviews. In alignment with Board Policy 4111, as part of the pre-employment job application, candidates must disclose any family relationships with existing employees to ensure that no relatives are involved in hiring decisions or placed in reporting relationships.

HCCTS Hiring and Anti-Nepotism Policy
To safeguard against nepotism or favoritism, HCCTS adopted Board Policy 4212.8, which prohibits relatives from participating in hiring or evaluation processes involving family members. Interviewers must complete disclosure forms, and all job postings, evaluations, and offers are now centrally tracked and reviewed by the HR department to ensure consistency and equity across the organization.

Organizational Chart & Job Descriptions
HCCTS maintains an up-to-date organizational chart that reflects current roles and reporting lines (See Org Chart). The organizational chart is reviewed and updated at least annually. During the 2024-2025 school year, HCCTS drafted and revised a total of 25 job descriptions. The purpose is to ensure role clarity for all employees and ensure there is consistency between the work performed, role requirements, and appropriate pay.

Hiring Process

1. **Position Authorization (Requisition Control)** The hiring process at California Innovative Career Academy (CICA) is designed to ensure consistency, transparency, and alignment with organizational needs and compliance standards. It begins with the submission of a Position Control Form (PCF) whenever a position needs to be backfilled or newly created. The PCF includes essential details such as the job description and a designated leadership contact and is reviewed weekly by the Executive Cabinet.

2. **Posting and Sourcing.** Upon approval and required signatures, the Human Resources team posts the position on EdJoin.org and other recruitment channels and also leverages partnerships with university preparation programs to broaden applicant pools.

3. **Screening.** Once posted, hiring managers review applicants within EdJoin by evaluating qualifications in relation to the job description. Candidates are categorized as prescreened, interviewed, or removed, providing a clear record of each applicant's status. Notes from prior interviews are required for third interview requests and must be documented either via email or directly in the EdJoin system. For current staff changes, such as promotions or changes in FTE, an EE Update—rather than a PCF—is submitted to accurately reflect the employee's new assignment. Altogether, this structured process supports effective hiring decisions while maintaining clarity, documentation, and compliance across the organization.

4. **Multi-step Interviews and Performance Tasks.**
Qualified candidates proceed through multiple interviews (phone and panel). For instructional roles, candidates complete a demo lesson (live or video) to assess content knowledge, pedagogy, and responsiveness to feedback; stakeholder participation (e.g., administrators/teachers, and, when feasible, students or parents) may be included, with the Principal retaining final hiring authority.

Employee Positions
See appendix for the 2025 Organizational Chart.

Professional Development
In the 2024–2025 school year, CICA adopted Board Policy 4131: Professional Development to support the continuous growth of all staff. Professional learning is mission-aligned, equity-centered, and outcomes-focused, with explicit attention to legal and regulatory requirements. Offerings include in-service training, workshops, online modules, and compliance sessions. In accordance with Education Code 47605.1(f) and our WIOA partnership, HCCTS may conduct professional development at any location in California.

The Executive Director oversees alignment to the mission, vision, and strategic goals; the Chief Academic Officer (or designee) coordinates systemwide implementation. Department leaders and site teams co-design contextualized, job-embedded sessions that meet local needs while advancing CICA's strategic priorities. All staff are expected to engage actively in PD and apply their learning in practice. Participation is supported by funding priorities and travel reimbursement per Board Policy 350.

Annual Professional Development

Professional Development
In the 2024–2025 school year, CICA adopted a Professional Development Policy to support the continuous growth of all staff: 4131 BP Professional Development. The policy aligns professional learning with CICA's mission, vision, and strategic goals, with a focus on improving student outcomes and meeting legal and regulatory requirements.

CICA offers a variety of professional development opportunities, including in-service training, workshops, online modules, and compliance-focused sessions. In accordance with Education Code 47605.1(f) and its WIOA partnership, CICA may conduct professional development at any location in California.

The Executive Director oversees alignment and implementation, while leadership identifies needs and encourages staff participation. Employees are expected to engage actively and apply their learning.

Funding is provided in line with organizational priorities, and travel is reimbursed per Board Policy 3350. CICA evaluates professional development effectiveness through staff feedback, performance data, and evidence of improved practice, with a commitment to equity and access for all staff.

In 2024-2025, CICA offered extensive internal and external professional development, covering topics like CPR, active shooter response, equity, SEL, and leadership. CICA provides two all-staff mandatory Professional Development opportunities throughout the year: three days in August and two days in May. All staff training includes Title IX training, Mandatory Reporter & Child Abuse Prevention Training, Sexual Harassment Prevention Training, FERPA, Workplace Violence Prevention Training, and Comprehensive School Site Safety Training.

Teachers and paraeducators receive training on assessments such as the California Science Test (CAST) and English Literacy and Civics (EL Civics) assessments, end-of-level assessments, and CASAS assessments. Additionally, teachers and paraeducators receive training on any curriculum updates and curriculum instructional strategies. Teachers in the process of getting their credential or who have their preliminary credential are assigned a mentor teacher and must meet with them regularly.

CICA recognizes the critical role of targeted professional development in fostering staff effectiveness and advancing organizational goals. While CICA offers all-staff professional development days to promote schoolwide alignment and collaboration, a dedicated portion of these days is intentionally reserved for department-specific professional development. This approach ensures that staff receive training that is both relevant to their roles and responsive to the unique needs of their departments.

To coordinate these efforts across departments, the Chief Academic Officer—or their designee—works collaboratively with department directors or lead team members to plan and implement tailored professional development sessions. This decentralized model promotes professional learning that is contextualized, job-embedded, and aligned with departmental objectives, while still supporting the broader mission and strategic priorities of CICA. For more information on department professional development, see the appendix.

Element F Health and Safety Procedures

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

That each employee of the charter school furnish the charter school with a criminal record summary as described in § 44237.

For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of § 32282.
For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of § 32282.

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

General Health and Safety Compliance

California Innovative Career Academy (CICA) shall comply with all applicable federal, state, and local laws relating to student and staff health, safety, and emergency preparedness. If CICA occupies or operates in a Twin Rivers Unified School District (TRUSD) facility, it shall adhere to all TRUSD health, safety, and emergency procedures and remain subject to inspection by relevant district offices.

Emergency Preparedness

Emergency Operations Guide

CICA's Emergency Operations Guide outlines protocols and responsibilities for responding to emergencies such as natural disasters, active shooter incidents, and hazardous material releases. The guide aligns with state law, assigns roles through the Incident Command System principles, and identifies all staff as disaster service workers and alternates. Staff must review the guide annually.

Emergency Drills and Staff Training

CICA conducts regular fire, lockdown, and evacuation drills at all campuses, in accordance with state regulations. All staff receive annual training in:

- Emergency response procedures
- Active shooter protocols
- CPR and First Aid certification
- Bloodborne pathogen exposure response

Staff agreements include a commitment to comply with emergency and safety procedures.

Emergency Safety Procedures

CICA shall adhere to the School Emergency Safety Procedures Handbook, drafted specifically for the needs of its facilities. This handbook includes, but is not limited to, the following responses: fire, flood, earthquake, active shooter, and hostage situations.

Staff shall receive training in emergency response, including appropriate "School-wide Safety Plan" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the principal and, if there is merit to the concern, the principal shall direct the School Safety Plan to be modified accordingly.



Student Health and Medical Services

Administration of Medication
CICA shall comply with Education Code §49423 for administering medications. The school will:

- Maintain trained staff to administer medication
- Store emergency epinephrine auto-injectors per §49414 and AB 1651 (2023)
- Include injector locations in annual legal notices

If albuterol inhalers are stocked, CICA will meet all requirements under §49414.7, including storage, access, and staff training.

Health Screenings and Immunizations
CICA shall comply with all student health requirements, including:

- Tuberculosis (TB) clearance per §49406 for employees, volunteers, and vendors in frequent contact with students
- Immunizations and screenings per Health and Safety Code §§120325–120375 and Education Code §§49450 et seq.

- Maintenance of all health records on file

Suicide Prevention
CICA shall maintain and implement a pupil suicide prevention, intervention, and postvention policy pursuant to Education Code §215 and AB 58 (2021–22). The policy is developed and reviewed in consultation with stakeholders and school-employed mental-health professionals, reviewed and updated at least every five years, and aligned to current CDE guidance and best practices.

Mandated Reporting and Child Safety

Mandated Reporter Training
All CICA employees and individuals working on behalf of the Charter School are mandated reporters. As such, employees must complete annual child-abuse detection/reporting training annually that must occur:

- Within the first six weeks of each school year, or
- Within six weeks of employment for new hires

Training complies with Education Code §44691.

Criminal Background Checks and Custodian of Records
- CICA shall comply with Education Code §§44237, 45125.1, 44830.1, 45122.1, and 44030.5 by: Fingerprinting and clearing all employees prior to employment;
- Ensuring contracting entities certify required clearances for any staff with student contact;
- Clearing unsupervised volunteers have cleared background checks;
- Requesting and receiving subsequent arrest notification from DOJ;
- Maintain evidence of compliance on file

The Executive Director is designated and confirmed as the Custodian of Records with the California Department of Justice.

Facilities, Restrooms, and Hygiene

Menstrual Products
Per Education Code §35292.6, CICA shall stock menstrual products in all women's restrooms, all-gender restrooms, and at least one men's restroom. Required notices will be posted prominently in each location.

All-Gender Restrooms

In accordance with Education Code 35292.5, by July 1, 2026, each school site with multiple gender-specific restrooms will maintain at least one all-gender restroom that is:

- Clearly identified and designated with appropriate signage;

- Accessible during school hours and school-sponsored functions; and

- Equipped to protect privacy and safety (e.g., appropriate partitions/fixtures and disposal receptacles).

Implementation is underway during the 2025–26 school year to ensure full compliance by the statutory deadline. Students and staff may use facilities consistent with their gender identity and are protected from discrimination and harassment in all restrooms.

Drug-, Alcohol-, and Smoke-Free Environment
CICA maintains a drug-free, alcohol-free, and smoke-free environment for all students, staff, and visitors. This prohibition includes tobacco, nicotine, and vaping/e-cigarette devices on all school property, in school vehicles, and at all school-sponsored events.

Counseling and Student Support

CICA provides comprehensive counseling that is proactive, data-informed, and aligned to student goals.

Academic, College, and Career Counseling
- *Individual & Small-Group Advising:* Counselors meet with students for graduation planning, credit audits, and SMART goal setting; progress is reviewed at scheduled checkpoints each term.
- *College & Training Pathways***:** Support includes application timelines, FAFSA/CADAA, placement options (noncredit, certificate, AA/AS, transfer), prior-learning/experience credit where applicable, and navigation of supports for adult learners.
- *Career Readiness:* Counselors connect students to CTE pathways, industry certifications, résumé and interview prep, and work-based learning; plans are aligned to local labor-market information.
- *Access & Equity:* Flexible appointment windows (in-person/virtual, multilingual) and outreach ensure working adults and caregivers can participate.

Social-Emotional Support
Staff across roles foster student social-emotional development through empathy, listening, and proactive referrals. Students needing additional support are connected to external mental health services when appropriate.

Legal Compliance Procedures

FERPA
CICA and its representatives shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code §49060 et seq

Unified Complaint Investigation Procedure
The Executive Director shall oversee the complaint and investigation process. Complaints unresolved at the site level will be addressed at the executive level.

CICA utilizes an anonymous complaint process through a third-party vendor called Navex. In the 2024-2025 school year, HCCTS partnered with Navex One to augment—not replace—the UCP, for anonymous or named reporting of concerns. Reports may be submitted via phone, web, or QR code. All Navex cases are logged, routed to HR for investigation, and closed with documented actions. Retaliation

for good-faith reports is prohibited. (Internal practice statement.)

Prevention of Human Trafficking
The Charter School will provide accessible information on human trafficking prevention resources for our adult learners, as well as parents and guardians of students in grades 6-12, in accordance with EC 49381.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Reference to Board Policies
CICA shall adhere to the following adopted Board Policies related to student health, safety, conduct, and non-discrimination:

- 5125 BP Student Records
- 5131 BP Student Conduct
- 5132 BP Student Dress Code
- 3542 BP Vehicle Use
- 5144 BP Student Discipline
- 5131.6 BP Alcohol and Other Drugs
- 5144.1 BP Suspension and Expulsion
- 5145.2 BP Student Freedom of Expression
- 5131.7 BP Weapons and Dangerous Instruments
- 1250 BP Registration of Visitors, Guests, and Outsiders
- 5142 BP Children on Campus and the Early Learning Center
- 3516 BP School Safety & Emergency Preparedness Plan
- 4212.8 BP - Anti-Nepotism and Employment of Relatives
- 4119.12 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5145.71 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5141.31 BP Health Examinations, Immunizations, and Oral Health Assessments
- 5145.3 BP Harassment, Discrimination, Intimidation, and Bullying Prevention

Comprehensive School Safety Plan
The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year. The CSSP will identify strategies and programs that maintain a high level of school safety and document CICA's procedures for complying with all applicable laws.
At minimum, the CSSP will address the safety topics by Education Code § 32282(a)(2)(A)-(N) including:

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Education Code §48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code Education Code §49079
- Anti-discrimination and harassment policy consistent with Education Code § 200

- Provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe, orderly environment conductive to learning
- Rules and procedures on school discipline pursuant to Education Code §35291, 35291.5, and 47605
- Procedures for conducting tactical responses to criminal incidents
- Procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
- A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose
- Procedures to notify students, parents and guardians of pupils, teachers, administrators and school personnel when the school confirms the presence of immigration enforcement on the schoolsite.

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

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code § 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety
California Innovative Career Academy shall complywith Education Code §47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. CICA adheres to laws specific to charter schools on the local and state level regarding facilities. CICA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code § 32001. If CICA is not operating under the safety plan of the facility where it is housed, it will implement its own school safety and disaster preparedness plan.

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code § 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum for at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code § 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats
The Charter School shall comply with all requirements under Education Code § §49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement immediately.

Gun Safety Notice
In accordance with EC § 49392, at the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid

Factsheet for Patients.

Transportation Services
The Charter School shall comply with the requirements of EC § 39875 if applicable, relating to background checks, testing, and other requirements for individuals and firms providing transportation services to students.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

Title IX
CICA shall comply with EC § 221.61 by posting in a prominent and conspicuous location on its web site the following information related to the federal regulations implementing Title IX of the Education Amendments of 1972:

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

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

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

A. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
B. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.
C. A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element G Balanced Enrollment

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." (Ed. Code § 47605(c)(5)(G).)

Plan for Achieving and Maintaining Student Population Balance & How to Reach This Goal [31][32][33]
(Racial/Ethnic, Students with Disabilities, and English Learners)

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

CICA will implement a coordinated advertising and recruitment strategy to ensure that all students are informed of the educational opportunities available. These efforts will be ongoing throughout the year and will be designed to reach a broad and diverse audience. In alignment with CICA's commitment to serving students from all ethnic and cultural backgrounds, a variety of advertising methods will be employed to promote equitable access and inclusive outreach.

The primary method utilized to recruit students with various backgrounds is collaboration with our community partners. Each partner serves a unique population that would benefit by having access to a high school educational pathway for its adults. Collaboratively with our partners, we communicate with their communities about the Charter School, the services offered, and how they would benefit by enrolling and earning their high school diploma.

Another method we utilize is by utilizing the United States Postal Service's (USPS) Every Door Direct Mail (EDDM) service. Organizations that utilize this service are able to send via USPS mass mailers to all homes within a postal route in a chosen zip code. Prior to selecting zip codes and postal routes, Charter School administrative staff review the demographic data within EDDM's search tool. The tool provides all of the following data on the postal route: number of residences, number of businesses, percentage of the population that is aged 25-34, average household size, and average household income. Charter School administrative staff can also review data from the United States Census Bureau (USCB), which provides zip-code-level data on estimated population by age, race, ethnicity, school enrollment, languages spoken at home, employment status, employment industries, and poverty status. Data from EDDM and USCB can be used to select target zip codes for the EDDM service. Post cards and/or fliers describing Charter School requirements and services are sent to select zip codes.

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

Marketing: Advertising and Sponsorship to Increase Student Enrollment

Board Policy 1325, adopted in the 2024-2025 school year, establishes clear guidelines for how HCCTS/CICA uses marketing and sponsorships solely to inform prospective students about public, tuition-free educational opportunities and to advance equitable access to our programs. All advertising expenditures must align with the school's mission and strategic goals and demonstrate a meaningful return on investment. Advertising is intended to raise awareness of HCCTS programs, highlight the benefits of enrollment, and promote the school's values to prospective students in the broader community.

Annual Marketing Plan prepared by staff, aligned to mission and enrollment targets, and reviewed with the Executive Director; major spending and any sponsorships follow procurement rules and board-approved thresholds.

Advertising budget is reviewed annually; any campaign exceeding the internal threshold (e.g., $100,000) requires explicit Board authorization.

All materials must reflect our non-discrimination and open-enrollment assurances and may not request or imply a requirement to provide student records prior to admission (e.g., IEP/504).

Advertising efforts must clearly communicate the educational opportunities HCCTS offers—including adult high school diplomas, career preparation, and hands-on skill development—and use platforms that are cost-effective and aligned with the school's target audiences. All advertising must also comply with legal and ethical standards and adhere to brand identity guidelines to build recognition and trust within the community.

Additionally, advertising effectiveness is monitored and reviewed annually to ensure alignment with HCCTS's enrollment and engagement objectives, with quarterly reporting to the Executive Director and an annual summary to the Board. Board Policy 1325 codifies the outreach rigor and equity safeguards common to high-performing charters—multilingual, community-based recruitment; documented, transparent admissions; and routine Board oversight—while adding HCCTS's budget controls and ROI monitoring to ensure responsible stewardship of public funds. For full policy language and implementation procedures, see the appendix.

Element H Admissions Policies and Procedures

"Admission policies and procedures, consistent with [Education Code § 47605] subdivision." (e). (Ed. Code § 47605(c)(5)(H).)

Assurances

CICA shall:

- Be nonsectarian in all programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed in Penal Code § 422.55.
- Admit all pupils who wish to attend to the extent that space allows; admission shall not be determined by place of residence except as otherwise required by law; and, if applications exceed capacity, offers of admission shall be made by public random drawing (lottery) consistent with Ed. Code § 47605(d)(2).
- **Apply any enrollment preferences** only as permitted by law and as stated in the charter; **preferences will not require mandatory parent volunteer hours** as a condition of admission (Ed. Code § 47605(e)(2)(B)(iv) **shall not limit access** for pupils protected by Ed. Code § 47605(e)(2)(B)(iii).
- Preferences, if given, shall not result in limiting enrollment access for pupils based on nationality, race, ethnicity, or sexual orientation; and shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, foster youth. (Education Code § 47605(e)(2)(B)(iii)).
- The charter school shall not discourage enrollment in the charter school, or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code § 47605(e)(2)(B)(iii).
- Not request or require submission of a student's IEP, Section 504 plan, or other records prior to admission, participation in any lottery, any pre-enrollment event, or as a condition of enrollment; CICA may request only the information necessary to apply any admissions preferences stated in the charter.

Admission and Enrollment Requirements

California Innovative Career Academy shall be nonsectarian in its programs, admission policies, and all other operations. CICA shall not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with an individual who has any of the aforementioned characteristics [Ed. Code § 47605(e)(1)]. CICA shall comply with all applicable laws governing minimum age requirements for registration in charter schools. The Charter School shall not use any test, assessment, or interview to determine a student's eligibility for admission. However, following registration, all students may be

administered diagnostic assessments, dubbed "placement tests," solely for the purpose of determining appropriate instructional placement. These assessments are used to inform grade-level placement and have no bearing on a student's eligibility for admission. In accordance with Education Code § 47605(e)(4) CICA will make available the CDE Complaint Notice and Form available during the application process and during the enrollment process, prior to the finalization of enrollment. This form will also be posted on the Charter School website.

CICA admits all students who meet the following criteria:

- Demonstrate a desire to enroll in the academic program
- Fall within the categories the school is legally authorized to serve
- Meet the eligibility requirement of being age 22 or older under the exclusive WIOA agreement
- Students do not have a U.S. high school diploma
- Submit a timely application

Required Documents

- Proof of Identification
- Proof of California Address (may be covered by proof of identification)
- CICA Online Registration, which includes but not limited to the following:
    - Emergency Consent and Contact Information
    - National School Lunch Program Form (NSLP)
    - Home Language Survey
- CalJOBS Registration (Any forms required by a WIOA partner

Enrollment Period

Initial applications are accepted at any time during the school year. The CICA admission process consists of the completion of an online application form. The admission process also includes students to participate in orientation, grade level placement, and academic planning.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)

Per Ed. Code §§ 47612.1 and 47605.1(f)(1), CICA provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership agreement with the Sacramento Employment and Training Agency (SETA) or other WIOA organization. As such, CICA only legally serves students who are receiving WIOA-funded services and does so under the terms of a Partnership Agreement. CICA will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

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

Not Possessing a U.S. High School Diploma

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

CICA Proposed Lottery Process
If the number of applications exceeds the enrollment capacity, admission will be determined by a random lottery process. CICA will conduct a public random drawing facilitated by PowerSchool Enrollment School Choice, a third-party platform. The drawing will take place in a public setting at our Howe Campus located at 1111 Howe Avenue, Sacramento, CA 95825. The lottery will be held up to two weeks before the start of the school year. Notice of the random drawing will be provided through written postings at the CICA Howe location and on the Highlands Community Charter School official website.

The following enrollment preferences will apply in the event of a public random drawing:

1. All students currently enrolled in CICA
2. Non-youth residents of TRUSD; as defined by WIOA as those 22 years of age or older
3. All other residents of TRUSD
4. All other applicants

The lottery is open to the public, and prospective students are encouraged to attend; however, they are not required to be present at the time of the drawing to be eligible for admission. Results will be communicated immediately after the lottery through a mass SMS notification.

The lottery will be conducted using student numbers assigned to each prospective student. As numbers are drawn, they will be displayed for everyone in attendance to see. Once all available seats for a specific grade level, site, and schedule preference (regular daytime or evening) have been filled, the designated staff member will announce that any additional students drawn will be placed on the waitlist. Students will be added to the waitlist for that grade level, site, and schedule preference (regular daytime or evening) in the order their numbers are drawn.

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity for a specific grade level, site, and schedule preference (regular daytime or evening). In the event of a lottery, admission will be offered to prospective students based on lottery results until capacity is reached. Once capacity is met, all remaining names drawn will be placed on a waiting list in the order they were selected.

New applicants who register after the lottery deadline will be offered a seat if space is available in their grade level, site, and schedule preference (regular daytime or evening), or they will be added to the waiting list in the order the application was received. As seats become available, they will be offered to students starting with the lowest numerical ranking on the waiting list.

Notifying Students of a Seat Offering
Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be contacted by the Registration department to confirm their seat. Any admitted students who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures
Copies of lottery results and waiting list(s) are readily available for inspection at the school office. These records will be maintained by the Registration department.

Communicating to All Interested Parties
Applications are available digitally online on the CICA website. CICA advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and flyers.

Element I Annual Financial Audits

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

Accreditation

CICA has achieved a full six-year WASC accreditation through June 2030 with a mid-cycle visit scheduled during the 2026-2027 school year.

Annual Audit Procedures

Contracting with an Independent Auditor

California Innovative Career Academy (CICA) conducts an annual independent fiscal audit in compliance with Education Code § 47605(c)(5)(I) and 47605(m). All financial records are maintained in accordance with Generally Accepted Accounting Principles (GAAP), and audits are conducted in accordance with generally accepted auditing standards and the State Controller's K–12 Audit Guide.

In the 2024–2025 school year, the CICA Board of Directors adopted Board Policy 3581 – Data Retention and Record Management, which provides a comprehensive framework for the classification, retention, and secure disposal of records by staff, contractors, and affiliates. The policy applies to all administrative, financial, personnel, student, and instructional records, including communications in paper, digital, audio, or video format. This policy ensures that all audit-related documentation is properly maintained and readily accessible. For additional details, refer to the appendix entry for BP 3581.

Audit Timeline Overview

In alignment with Board Policy 3100 – Budget Development and Oversight, audit procedures are embedded in the school's annual budget cycle and financial governance structure. Each spring, the Executive Director and Chief Business Official (CBO) recommend an independent auditor for approval by the Board of Directors. Following the close of the fiscal year, the CBO finalizes and closes the books, compiles the necessary financial documentation, and coordinates with the independent auditor to conduct the audit.

Upon completion, the auditor prepares a report, which is formally presented to the Board of Directors. The Executive Director and CBO review any audit findings or exceptions and coordinate the necessary corrective actions. In accordance with statutory deadlines, the finalized audit report is submitted to the charter authorizer (Twin Rivers Unified School District), the Sacramento County Superintendent of Schools, the State Controller's Office, and the California Department of Education (CDE) by December 15 of each year. For additional detail, see appendix reference BP 3100.

Audit Completion Timeline

The audit is expected to be finalized within six months of the fiscal year's end. The Board of Directors formally reviews each year's audit findings and takes appropriate action to ensure full compliance with state and federal requirements.

Selection Criteria for Independent Auditors
The selected auditor must be a Certified Public Accountant (CPA) with experience in public school and charter school finance and must be listed as an approved audit provider by the State Controller. CICA is solely responsible for all associated audit costs. Where applicable, the audit scope will include federal compliance elements outlined in Office of Management and Budget (OMB) Circulars and related federal guidelines.

Resolution of Audit Findings
Any audit exceptions or deficiencies are first reviewed by the CICA Audit Committee, which provides formal recommendations to the Board of Directors. The Board submits a written report to the charter authorizer describing how identified findings have been addressed, along with supporting documentation. In cases where findings remain unresolved at the time of submission, the report includes a corrective action plan and projected timeline for resolution. CICA aims to address all audit findings within six months. Disputes regarding the resolution of audit findings will follow the dispute resolution procedures set forth in this charter.

Upon receipt of the draft audit and management letter, the CEO/CBO prepares a written Corrective Action Plan (CAP) that, for each finding, identifies the root cause, required remedial actions, responsible owner, resources, and a target completion date.

Audit Committee Review & Board Action
The CICA Audit Committee reviews the CAP and forwards recommendations to the Board of Directors for approval. The CAP remains on the Board's agenda for status reporting each meeting until all items are closed.

Authorizer Notification & Documentation
Within 30 days of Board acceptance, CICA submits to the charter authorizer a written report describing how each finding has been addressed or will be addressed, with supporting documentation. If any item is not yet resolved, the submission includes the Board-approved CAP and projected completion dates.

Timelines & Monitoring
CICA aims to fully resolve audit findings within six months of audit issuance. Progress is monitored against milestones; if delays arise, management provides revised timelines and interim controls to the Audit Committee and Board.

Material Weaknesses/Significant Deficiencies
Any material weakness or significant deficiency triggers immediate Board notification, expedited remediation steps, and—if warranted—the engagement of external advisors to strengthen internal controls.

Public Access and Appeals
Audit reports are public records and will be made available upon request. Any audit appeals or requests

for summary review will be submitted to the Education Audit Appeals Panel (EAAP) in accordance with applicable law.

Element J Suspension and Expulsion Procedures

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation

determination notice, involuntary transfer notice, and other documents and related information." Education Code § 47605(c)(5)(J).

School Climate And Student Discipline System

Highlands Community Charter and Technical Schools (HCCTS) has adopted 5144.1 Suspension and Expulsion Board Policy to promote student learning and maintain a safe and supportive learning environment—whether in-person or remote. The policy is closely aligned with California Education Code § 48900 et seq. and is reviewed annually for updates. Disciplinary actions, including suspension, expulsion, or involuntary removal, are applied fairly and consistently and are clearly outlined in the Student Handbook. Students and families receive written notice of these policies upon enrollment. The policy prohibits corporal punishment and outlines due process protections for all students, including those with disabilities or Section 504 plans. Involuntary removal requires written notice in the student's native language and an opportunity for a hearing. Students remain enrolled during the hearing process unless suspended or expelled for misconduct. For more information about Board Policy 5144.1, see the appendix.

CICA Discipline Philosophy

California Innovative Career Academy prides itself on meeting student needs and developing action plans to address extenuating circumstances as they arise, recognizing that many students come to the organization due to hardships that have prevented the fulfillment of their educational goals. By addressing the needs of each student directly, barriers to student success are removed.

CICA implements a philosophy that all students deserve a second chance by providing services that include individual one-on-one student counseling, a drug and alcohol rehabilitation and prevention support group called Clear Connections that meets twice a week, and a Positive Direction support group that meets once a week which focuses on a different student success theme per month. We also provide services that address criminal history and homelessness if these occurrences impede student attendance. Additional addressing of student needs include a transportation plan for adults who do not have vehicle access to and from school, a clothing and food closet for those students who are lacking basic necessities, and free child care for those students who are not able to attend class due to young children between the ages of 2 and 5 who are not school age eligible.

CICA encourages the utilization of these services to prevent student disenrollment, suspension, or expulsion when applicable. Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review the student's individual extenuating circumstances. Counselors, teachers, directors, and other assigned personnel assist in addressing student needs by creating an action plan for both the staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem-solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time and invites the adult student to participate in finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST

process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset-Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.
- Service Coordination: An action plan is developed for interventions, with support implemented and designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Action items are monitored, and a follow-up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments, and continue to strategize positive solutions to ensure student success.

The coordination of interventions at school, home, and the community improves student learning and provides focused, positive support to teachers, students, and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Teacher(s)
- Resource personnel or specialists, such as community outreach consultants, social workers, probation officers, community resources representatives, or mental health consultants
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting, each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator

This person facilitates the work of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting and coordinates logistics before and after the meeting.

The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most importantly, keeping a positive tone at the meeting.
The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder
The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items, and results. The recorder does this by using the Student Success Plan form or the Student Success Plan Follow-up Form.

Team Member
An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member
The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students
When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student must also be allowed to ask any questions or share any concerns s/he may have with the upcoming meeting.

Adult students may also have time, work, child care, or transportation issues that prevent participation in the meeting. The SST process must include support for students to accommodate these very real issues.

Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices
Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Case Management
It is very important to clearly define on the Student Success Plan who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:
- meeting with the student and with the teacher regarding the action plan
- making phone calls and/or sending reminder notes to team members regarding action items,
- and/or helping students and their families follow through with referrals to on-site and community-based services.

Feedback to the Referral Source
The administrator, or a designated member, provides the referral source with feedback in a timely manner after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications and adaptations.

Student/Family Support
Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. The student has to feel that s/he has some control over their own goals and plans, and that school staff are their allies, rather than the ones who have all the control. During the SST meeting the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

Ongoing monitoring of student progress
At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the Student Success Plan Follow-up Form. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development
Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. CICA staff are trained and annually review de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[3], during assigned time for supervised academic support or restorative conferencing, either virtually or in person., community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from learning opportunities, meetings, and optional program events during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom CICA has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. CICA will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom CICA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.

As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

Authorization and Implementation of In-School Suspensions

In-school suspension at CICA is structured through enrollment in the school's targeted support track within the Independent Study Program. This track includes mandatory advisor check-ins, access to credit recovery resources, and scheduled tutoring—either in person or virtually—as appropriate. CICA offers in-school suspension as a means of reducing time missed from learning for behavioral issues.

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

Should the need for in-school suspension arise due to a violation of student conduct violations, as defined by the California Innovative Career Academy's Student Handbook, in-school suspension will be served through the enrollment of and attendance in the California Innovative Career Academy Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that CICA adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- Made terrorist threats against school officials or school property, or both.

Grounds For Suspension And Expulsion

Scope of Disciplinary Jurisdiction

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on any school-affiliated site, including learning centers, during in-person appointments, or participating in any school-sponsored activity, whether virtual or in person; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Suspension Offenses

Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.
B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.
Q. Committed sexual harassment, as defined in Education Code § 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.
R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.

1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    i. A message, text, sound, video or image.
    ii. A post on a social network Internet website including, but not limited to:
        a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
        b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.

iii. An act of cyber bullying.

a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Instruction & Professional Learning (or assigned designee's) concurrence.

W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses

Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Instruction & Professional Learning (or assigned designee's) concurrence.

B. Brandished a knife at another person

C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Out-Of-School Suspension Procedures

Suspension Authority
CICA will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director's and/or Chief Academic Officer, or in the case of the Executive Director and Chief Academic Officer's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director's and/or Chief Academic Officer or an assigned designee with the student and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director's and/or Chief Academic Officer and Instruction or assigned designee.
The conference may be omitted if the Executive Director's and/or Director of Instruction & Professional Learning or an assigned designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.
At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regard to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

Maximum Suspension
The length of the suspension will be determined by the Executive Director and/or the Chief Academic Officer or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Chief Academic Officer or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

Meaningful Education for Suspended Students

A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student and all needed materials will be left in the front office.

In accordance with Education Code § 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code § 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Pending the Outcome of an Expulsion Process

Upon a recommendation of expulsion by the Executive Director and/or the Chief Academic Officer or Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Chief Academic Officer or Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in the section titled, "In School Suspension."

Expulsion Procedures

Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Chief Academic Officer (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel
As required by Education Code § 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law. A student may be expelled either by the CICA Board following a hearing before it or by the CICA Board upon the recommendation of the Executive Director and/or the Chief Academic Officer or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Chief Academic Officer or Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the CICA Board of Directors shall make the final determination.

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Instruction & Professional Learning (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such a term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.
A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.
C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Chief Academic Officer or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of CICA disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at CICA to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,

6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student who has a primary language other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
CICA may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the CICA Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. CICA must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both of the support persons is also a witness, CICA must present evidence that the witness' presence is both desired by the witness and will be helpful to CICA. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
7. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing
A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Chief Academic Officer or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with CICA.

The Executive Director and/or the Chief Academic Officer or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
CICA shall maintain records of all student suspensions and expulsions at CICA. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from CICA as CICA Board's decision to expel shall be final.

Expelled Students/Alternative Education
CICA shall ensure that students suspended from CICA are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from CICA, CICA shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. CICA shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from CICA.

Rehabilitation Plans
Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from CICA shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to CICA for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon CICA capacity at the time the student seeks readmission.

Notice to Teachers
The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code § 49079 and the corresponding enumerated offenses set forth above.

Element K Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." (Ed. Code § 47605(c)(5)(K).)

Retirement Systems for Certificated, Classified, and Other Staff Members

All full-time certificated employees at California Innovative Career Academy (CICA) participate in a qualified retirement plan, including, but not limited to, the State Teachers Retirement System (STRS) or the federal Social Security system based on their eligibility to participate. CICA teachers participate in STRS. Non-certificated/classified staff participate in a 401a defined contribution plan.

CICA employees may be eligible to participate in school-sponsored retirement and benefit plans, as outlined in policies adopted by the Board of Directors. In the event that the Internal Revenue Service enacts regulations prohibiting nonprofit entities from participating in publicly funded retirement systems such as the California State Teachers' Retirement System (CalSTRS), employees will instead be enrolled in Social Security and/or an alternative employer-sponsored retirement plan approved by the CICA Board. Prospective employees are informed of their retirement system options during the application process and advised that employment with CICA may affect their eligibility for continued participation in a previous retirement system.

The Executive Director is responsible for ensuring appropriate retirement coverage is arranged for all staff. To support recruitment and retention of highly qualified personnel, CICA offers a competitive compensation and benefits package that reflects market conditions and professional experience.

STRS reporting is conducted in collaboration with Charter Impact, CICA's contracted fiscal services provider specializing in payroll taxes and CalSTRS compliance. While contributions and deductions are processed through CICA's internal payroll department, Charter Impact oversees all reporting, auditing, and submission of required documentation to CalSTRS. The CICA Finance Department performs regular reconciliations to ensure accuracy and alignment with STRS liability reporting cycles.

Element L Public School Attendance Alternatives

"The public school attendance alternatives for students residing within the school district who choose not to attend charter schools." (Ed. Code § 47605(c)(5)(L).)

Informing Students of Public School Attendance Alternatives

No student may be required to attend California Innovative Career Academy (CICA). Students who reside within the District who choose not to attend CICA may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. [34]Each student enrolled in CICA is informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in CICA, except to the extent that such a right is extended by the local education agency. This information is also communicated to families through orientation materials and enrollment staff, who are available to answer questions and provide support in multiple languages as needed.

While no K-12 attendance alternatives exist for students enrolled at CICA with the exception of HCCS there are a number of adult education programs that may serve to meet adult students educational needs.

Sacramento City Unified School District (SCUSD): The Charles A. Jones Career and Education Center offers academic and career training, including ESL, US citizenship classes, and high school completion. It also provides online career training programs in areas like business, health, and computer science, with financial aid available for qualified students.
Twin Rivers Adult School: Offers ESL, adult high school, and career education programs, including those in skilled trades and workforce preparation.
Elk Grove Adult and Community Education: Provides workforce training and other educational opportunities, including paraprofessional certification and support for job seekers.
Natomas Unified School District Adult Education: Provides opportunities for college and career readiness, GED and high school diploma preparation, ESL, and US citizenship classes.
Folsom Cordova Adult School: Located in Rancho Cordova, this is another school within the Capital Adult Education network.
Encina Adult Center: Located in the Arden Arcade area, this center offers a range of academic and career training classes through the San Juan Unified School District.

Element M Rights of District Employees

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." (Ed. Code § 47605(c)(5)(M).)

No public school employee will be required to work at CICA. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by CICA unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of CICA will be considered the exclusive employees of CICA and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by CICA provides no rights of employment at any other entity, including any rights in the case of closure of CICA.

CICA has a board approved Employee Handbook which outlines employee rights as well as employee responsibilities. The Employee Handbook for 2024-2025 is linked in the appendix.

Employee Representation

CICA shall be deemed the exclusive public school employer of the employees of CICA for the purposes of the Education Employment Relations Act ("EERA"). CICA shall comply with the EERA.

CICA is independent from Twin Rivers Unified School District, and any District employees who choose to work at CICA shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof. All persons employed by CICA shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. CICA employees shall have no employment rights of any kind with Twin Rivers Unified School District.

CICA will develop and maintain an Employee Handbook detailing the rights and responsibilities of all CICA employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, CICA shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. CICA shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. CICA shall be solely responsible for the hiring and compensation of CICA employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any CICA teacher or employee.

Governing Law: Except for the requirement that a pupil be a California resident, subdivision (b) of Section 47612 shall not apply to a charter school program that provides instruction exclusively in partnership with any of the following:

- The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101, et seq.).

- Federally affiliated Youth Build programs.
- Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14406 or 14507.5 of the Public Resources Code.

-- California Education Code § 47612.1.

Governing Law: Notwithstanding any other provision of law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:

- The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.).
- Federally affiliated Youth Build programs.
- Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.
- Instruction provided to juvenile court school pupils pursuant to subdivision (b) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.

-- California Education Code § 47605.1 (f).

Element N Mandatory Dispute Resolution

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." (Ed. Code § 47605(c)(5)(N).)

Disputes Arising from within CICA

It is the intent of Twin Rivers Unified School District and CICA that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible.

Complaints regarding the operation of CICA, which do not involve Twin Rivers Unified School District liability or issues of student health or safety, will be forwarded to CICA for processing according to procedures adopted by CICA, prior to being addressed by Twin Rivers Unified School District. CICA procedures shall include reasonably expeditious timelines and a full opportunity for parents/guardians of any students who are minors directly affected to express their concerns. Twin Rivers Unified School District will not address the dispute if CICA can fully resolve the problem unless CICA requests Twin Rivers Unified School District's involvement.

Disputes between CICA and Twin Rivers Unified School District

CICA recognizes that it cannot bind Twin Rivers Unified School District to a dispute resolution procedure to which Twin Rivers Unified School District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. CICA is willing to consider changes to the process outlined below as suggested by Twin Rivers Unified School District. CICA and Twin Rivers Unified School District will be encouraged to attempt to resolve any disputes with CICA amicably and reasonably without resorting to formal procedures.

In the event of any dispute between CICA and Twin Rivers Unified School District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute, which shall be simultaneously submitted to Twin Rivers Unified School District's Superintendent or designee, and the Executive Director of HCCTS. The Executive Director and the Superintendent or designee shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law. The cost of the mediator shall be equally split between the parties.

CICA shall timely notify Twin Rivers Unified School District of any and all complaints filed against

CICA by its employees, students, parents, and vendors, involving violations of the Charter, the MOU, state or federal law, or alleged financial mismanagement.

Revocation Protocol

CICA and Twin Rivers Unified School District agree that the dispute resolution procedure set forth above shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, Twin Rivers Unified School District shall provide CICA with written notice of its belief and an opportunity to meet with and respond to Twin Rivers Unified School District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless Twin Rivers Unified School District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code § 47607(g) and its implementing regulations. Thereafter, if Twin Rivers Unified School District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code § 47607.

Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. (California Education Code § 47605(h).)

CICA shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code § 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of CICA or for claims arising from the performance of acts, errors, or omissions by CICA if the authority has complied with all oversight responsibilities required by law. CICA shall work diligently to assist Twin Rivers Unified School District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure CICA shall not be liable for the operation of CICA.

Further, CICA and Twin Rivers Unified School District shall enter into a memorandum of understanding, wherein CICA shall indemnify Twin Rivers Unified School District for the actions of CICA under this charter.

The corporate bylaws of CICA shall provide for indemnification of the Twin Rivers Unified School District's Board, officers, agents, and employees, and CICA will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of Twin Rivers Unified School District and the Twin Rivers Unified School District insurance company for schools of similar size, location, and student population. Twin Rivers Unified School District shall be named an additional insured on the general liability insurance of CICA.

The CICA Board will institute appropriate risk management practices as discussed herein, including

screening of employees, establishing codes of conduct for students, and dispute resolution.

Element O Charter School Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." (Ed. Code § 47605(c)(5)(O).)

The following procedures shall apply in the event CICA closes, regardless of the reason for closure. Closure of CICA shall be documented by official action of the Board of Directors of CICA. The action shall identify the reason for closure and designate an entity and individual(s) responsible for closure-related activities. The CICA Board shall promptly notify Twin Rivers Unified School District (TRUSD), within ten (10) business days, of the closure and the effective date of the closure. Closure initiated by the CICA Board shall not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The entity responsible for implementing the closure procedures shall be experienced in the dissolution and closure of public educational programs and shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, payment of debts and liabilities, and distribution of remaining assets.

The CICA Board of Directors shall also notify the Sacramento County Office of Education, the School's SELPA, the retirement systems in which the School's employees participate and the California Department of Education of the closure, as well as the effective date of the closure. This notice shall include the name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; the manner in which parents/guardians (in the case of a minor) and adult students may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements; and student contact information, which shall also be promptly provided to TRUSD.

The CICA Board of Directors shall also develop a list of students in each grade level and the classes they have completed, together with information on each student's district of residence, which the Board shall provide to the entity responsible for closure-related activities. The CICA Board of Directors shall ensure timely notification to the parents and students of the School of the closure and provide information to assist them in locating suitable alternative programs. This notice shall be provided within ten (10) business days following CICA's decision to close the School.

As applicable, CICA will provide parents, students, and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. CICA will ask TRUSD to store original records of CICA students. If TRUSD is unable or unwilling to store the records, CICA will work with the Sacramento County Office of Education to determine a suitable alternative location for storage. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

All state assessment results, special education records, and personnel records shall be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, CICA shall prepare final financial records. Within six (6) months following the date of closure, CICA shall also have an independent audit completed. The audit shall be paid for by CICA using its Reserve Fund and shall be conducted according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits, selected by CICA. The audit shall be provided to TRUSD promptly upon completion. The final audit shall include an accounting of all financial assets, including cash and accounts receivable; an inventory of property, equipment, and other items of material value; an accounting of liabilities, including accounts payable, any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to CICA.
CICA shall complete and file any annual reports required pursuant to Education Code § 47604.33.

Upon closure of CICA, all assets of CICA, including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending CICA, after payment of debts and liabilities and refunds to applicable agencies, shall be distributed in accordance with CICA's Articles of Incorporation to another California public educational entity. Any assets acquired from TRUSD will be promptly returned to TRUSD upon closure. The distribution shall include the return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or applicable state and federal law, including the submission of final expenditure reports and final performance reports. Donated materials and property shall be returned in accordance with any conditions established when the donation was accepted.

On closure, CICA shall remain solely responsible for all liabilities arising from the operation of the School. As CICA is operated by a nonprofit public benefit corporation, should the corporation dissolve upon closure, the Board shall follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary documents with the appropriate state and federal agencies.
As specified by the Budget in the Appendix, CICA will utilize its Reserve Fund to undertake any expenses associated with the closure procedures identified above.

APPENDIX

A. Organizational Chart Updated September 18, 2025
- a. HCCTS Organizational Chart

B. Leadership Resumes 2025-2026
- a. Executive Director, Jonathan Raymond
- b. Deputy Director/Chief Operating Officer, Teresa Cummings, Ph.D.
- c. Deputy Director/ Chief Academic Officer, Eric Chapman
- d. Chief Business Officer, Matthew Lemos
- e. Director of Fiscal Services, Diana Gonsalves
- f. Director of Instruction and Professional Learning, Andrew Michaud
- g. Director of Accountability and Assessment, Melissa Roberson
- h. Interim Director of Student Services,Mayra Valdivia Valencia
- i. Director of Human Resources, Bindy Grewal

C. Leadership Job Descriptions
- a. Executive Director
- b. Deputy Director/Chief Academic Officer
- c. Deputy Director/Chief Operating Officer
- d. Director of Student Services
- e. Director of Instruction & Professional Learning
- f. Director of Human Resources Job Description (03-14-2023) Approved
- g. Director of Accountability and Assessment
- h. Director of Career Pathways and Partnerships
- i. Chief Business Official (CBO) 10-03-2024.pdf
- j. Intervention Coordinator
- k. CASAS Coordinator
- l. Executive Director Employment Agreement

D. Board Policies and Handbooks 2025-2026
- a. Board Bylaws
- b. 4331 BP Administrative Credential Reimbursement
- c. 4115 BP Personnel Evaluation and Supervision
- d. 4112.2 BP Credentialing Requirements Communications
- e. 2025 Emergency Operations Guide
- f. 1325 BP Marketing: Advertising and Sponsorship Policy
- g. 3100 BP Budget Development and Oversight
- h. 3581 BP Data Retention and Record Management
- i. 5144.1 BP Suspension and Expulsion
- j. Employee Handbook[35]
- k. CICA Attendance SOP

E. Fiscal Documents 2025-2026

APPENDIX

a. First Interim Budget Update

F. Governing Board Approval

a. HCCTS Board agenda September 18th, 25

G. WIOA Partnership Agreement

a. Sacramento Employment and Training Agency MOU

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CICA Material Revision Presentation 1.13.26



Purpose

- This Material Revision cures the Notice Of Violation of the Charter regarding locations.

- If the Material Revision is not approved CICA will occupy only the locations listed in MOU Amendment No. 3

Updates to the Material Revision

- Addresses locations only
- No educational program updates

Material Revision Updates - Locations

The locations requested in the material revision consolidate operations to 13 student serving locations in Sacramento county.

13 Student Serving Sites:

- 33rd St. (2520 33rd St, Sacramento, CA 95817)
- 37th Ave. (3301 37th Avenue, Sacramento, CA 95824)
- Boxwood St. (2260 Boxwood Street, Sacramento, CA 95815)
- Center Pkwy. (7839 Center Parkway, Sacramento, CA 95823)
- College Oak Dr. (4545 College Oak Drive, Sacramento, CA 95841)
- Folsom Blvd. (10017 Folsom Blvd, Sacramento, CA 95827)
- Franklin Blvd. (5961 Franklin Blvd, Sacramento, CA 95824)
- Grand Ave (1333 Grand Ave, Sacramento, CA 95838)
- Howe Ave. (1111 Howe Avenue, Sacramento, CA 95825)
- Industrial Pkwy. (8180 Industrial Parkway, Sacramento, CA 95824)
- Marconi Ave. (3727 Marconi Ave, Sacramento, CA 95821)
- Old Auburn Rd. (7817 Old Auburn Road, Citrus Heights, CA 95610)
- Todhunter Ave. (800 Todhunter Avenue, West Sacramento, CA 95605)

2 Administrative Support Locations:

- Arden Way (901 Arden Way, Sacramento, CA 95815)
- Florin Rd. (3801 Florin Road, Suite 107, Sacramento, CA 95823)

CICA has fully cured all issues in the NOV

Material Revision is Cure to One of the Issues

1.Material revision would cure the issues pertaining to site locations and update the petition to current law.

2.Credential misassignments fully cured through hiring K-12 credentialed teachers.

3.Audit has been turned in, fully curing the failure to turn in an audit.

4.Out-of-County lease in San Diego has been terminated and new policies adopted to prevent similar issues in the future, fully curing the concern about fiscal mismanagement.

5.Alleged violation of WIOA Exclusive Partnership Agreement fully cured through disenrollment of non-WIOA students and closure of the program in question.

6.Instructional minutes concern fully cured through new Board policies on class size and re-engagement of students with attendance issues, staff training on those policies and implementation.

7.Concern about serving grade levels not authorized in the charter is refuted because the CICA charter authorizes all grade levels.



CICA NOV Intent to Revoke 01.27.2026



California Innovative Career Academy

California Innovative Career Academy

CICA has already:

- Changed our administrative team
- Changed more than 125 school policies and procedures
- Changed our principal legal counsel
- Brought in a reputable charter school business/back office firm to validate internal work
- Hired K-12 credentialed teachers
- Consolidated operations in Sacramento County in fewer locations to allow better oversight by both our team and TRUSD

California Innovative Career Academy

CICA Notices of Violations

1. Grade Levels
2. Locations
3. Independent Audit
4. Instructional Minutes
5. Credentialing
6. Exclusive Partnership
7. Fiscal Mismanagement: San Diego

CICA Notice of Violation: Grade Levels

In the Petition for the California Innovative Career Academy it is outlined that CICA can serve students in grades 9-12 or 8th grade and below. It does not state that CICA serves only grades 1, 2, and 12. Therefore, CICA respectfully refuted the June 12, 2025, Notice of Violation area “Grade Level Changes” and requests that the District withdraw this Notice for CICA.

California Innovative Career Academy

CICA Notice of Violation: Locations

CICA originally planned to cure the locations with the material revision which was submitted to TRUSD on 9/26/2025

CICA presented a location plan to TRUSD on 12/2/2025 to transition back to MOU Amendment No. 3 sites if the material revision was denied

CICA then presented an updated material revision with changes to the locations only on 1/2/2026

Following the TRUSD denial on the CICA Material Revision, CICA returned to the locations approved in MOU Amendment No. 3

California Innovative Career Academy

CICA Notice of Violation: Independent Audit

The 2024-2025 independent audit from Eide Bailly was provided to TRUSD on 1/2/2026.

California Innovative Career Academy

CICA Notice of Violation: Instructional Minutes

Instructional minutes concern fully cured through:

- Documentation of annual instructional minutes
- Pacing guides and curriculum maps
- Assigned work records documenting the time-value earned for all assignments
- Engagement logs tracking daily participation
- Updated and Board approved Attendance SOPs

CICA Notice of Violation: Credentialing

Credential misassignments fully cured through the following:

- Laid off teachers with adult education credentials
- Hired K-12 and multi-subject credentialed teachers

CICA Notice of Violation: Exclusive Partnership

The alleged violation of WIOA Exclusive Partnership Agreement was fully cured through the disenrollment of non-WIOA students and closure of the program in question in January 2025.

CICA Notice of Violation: Fiscal Mismanagement

San Diego- The out-of-county lease in San Diego has been terminated and new policies adopted to prevent issues in the future, fully curing the concern about fiscal mismanagement. This was finalized 11/17/2025.

California Innovative Career Academy

CICA Closing Summary

CICA has presented all the requested evidence and documentation to TRUSD and has taken all necessary steps to address and resolve the identified Notices of Violation.

CICA respectfully requests that the TRUSD Board clear the Notice of Violation and allow CICA to continue serving our community.

Thank You





HIGHLANDS
COMMUNITY CHARTER SCHOOL

Petition for the California Innovative Career Academy

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

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted January 2, 2026

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Preface

Highlands Community Charter and Technical Schools (HCCTS), a California Public Benefit Corporation, is submitting this Charter Petition to start California Innovative Career Academy (CICA). This petition represents an opportunity for Twin Rivers Unified School District to have a greater number of its parents and other adult community members served, such that they can receive the opportunity to earn a high school diploma, and thus also help the children of the district. Since there is a limited amount of consortium dollars that are available to fund Twin Rivers Adult School, California Innovative Career Academy will further extend Twin Rivers' capability to serve these adult students without taking away resources from its own schools, just as California Innovative Career Academy has already extended Twin Rivers' ability to serve parents and other adults without losing resources.

The reason HCCTS wishes to start California Innovative Career Academy separate from its existing California Innovative Career Academy is simple: the current charter school is classroom-based, which means that all students must have at least 80% of their days of attendance within a classroom. However, most adults need to work, and even with a part-time job, they often cannot make the state mandated number of hours of classroom attendance. Thus, by having the Independent Study School, we would be able to help more of our community members, including many Twin Rivers Unified School District parents, succeed.

HCCTS respectfully submits this charter petition material revision request to the Twin Rivers Unified School District, seeking to continue the effective work of serving adult students in Sacramento County. California Innovative Career Academy requests to operate at the 13 sites detailed below.

Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824 Rooms: H2.1 H2.2
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823 Rooms: CP2, CP7, CP1
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841 Building A - Located on the west side of the property
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824 SR1, SR2, SR10, SR 16, SR 17, SR20, SR24 - Referred to in the lease as Rooms 1A, 2A, Cypress Room, Portable Classrooms 1 and 2, Bolland Hall, 4 offices

Grand Ave.	1333 Grand Avenue, Sacramento, CA 95838
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825 Suites: 115, 445, 450, 455, 460, 505, 510, 540, 555, 575, 595, 610, 630, 645, 655
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I, Jonathan Raymond, hereby certify that the information submitted in this application for California Innovative Learning Academy, located within the boundaries and authority limits of the Twin Rivers Unified School District, is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school. California Innovative Career Academy(also referred to herein as "CICA" and "Charter School") shall:

- California Innovative Career Academy will commence services prior to September 30, 2019. The target date for the beginning of instruction is July 8, 2019: which will ensure compliance with Education Code Section 47652(c).

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations.

- Not charge tuition.

- Not discriminate against any pupil on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)] The Charter School shall also comply with AB 715 (2025).

- Except as provided in Education Code section 47605(e)(2), admission to a charter school shall not be determined according to the place of residence of the pupil within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(e)(1).)

- Admit all pupils who wish to attend Charter School and who submit a timely application, unless CICA receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(e)(2), admission to CICA shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of CICA in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)

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

- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]

- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice

regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

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

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

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

- Meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary.
- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations, in the same manner as a governing board of a school district. [Ref. Education Code Section 47605(l)(1)]

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

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

- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.

- On a regular basis, consult with its students, parents and teachers regarding CICA education programs. (Ed. Code § 47605(d).)

- Comply with any applicable jurisdictional limitations to locations of its facilities.

- Comply with all laws establishing the minimum and maximum age for public school enrollment.

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

- Comply with the Public Records Act.

- Comply with the Family Educational Rights and Privacy Act.

- Comply with the Ralph M. Brown Act.

- Comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1.

- Comply with the Political Reform Act, Government Code Section 81000, *et seq.*

- Meet or exceed the legally required minimum of school days. (Title 5 California Code of Regulations § 11960.)
- Comply with the provisions of AB 49 (2025) including but not limited to provisions relating to the collection and disclosure of information or documents regarding citizenship or immigration status of students or their family members.
- Charter School declares that it shall be deemed the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act.

_____ _____

Jonathan Raymond for CICA
1333 Grand Ave
Sacramento, CA 95838
(916) 844-2283

January 2, 2026.

Element 1: The Educational Program

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

-- California Education Code Section 47605 (c) (5) (A) (i)

***Governing Law*: The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.**

-- California Education Code Section 47605 (c) (5) (A) (ii)

In accordance with California Education Code Sections 47605.1(f) and 47612.1, all instruction with CICA will be provided exclusively in partnership with the Greater Sacramento Urban League, a WIOA-funded organization, or other legally allowed exclusive partnership. Adult students who meet the terms of the partnership agreement and statutory requirements may be served by CICA.

California Innovative Career Academy will have a sound educational program that primarily serves unserved and underserved adults. We believe that the biggest challenge of the 21st century has been, and will continue to be, how to have the skills and knowledge to be able to have a livable-wage job, which includes students learning to become self-motivated, competent in specific "hard" and "soft" skills, and recognize that they need to be lifelong learners to keep up with a changing landscape of technology and legal requirements. While our school is a cohesive "whole," with all courses complementing each other, these courses can be configured in different permutations to build customized programs for different target populations.

Overview

Location	1333 Grand Ave Sacramento, CA 95838
Educational Focus	CICA provides an educational opportunity that offers California standards- aligned curriculum, instruction designed to maximize the growth of all students, and a goal-oriented program of helping every student realize his or her potential.
Grades Served	Serving adults 22 years of age and older, who do not have a U.S. high school diploma.
Flexible Instruction	All students will be provided curriculum that meets the California standards for their grade level with high-interest delivery and regular and purposeful assessment.
Mission of School	We are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.

Schools Like Highlands Independent Study	California Innovative Career Academy offers a valuable alternative for students seeking independent study opportunities; the school supports their learning through one-on-one and online curriculum led by qualified teachers.
For more information	Web site: www.hccts.org Email: Jonathan.raymond@hccts.org Phone: (916) 844-2283

Our Beliefs about Education

Our school is being founded on the idea that giving opportunities for appropriate education to students who have been previously unserved benefits not only these individuals but benefits society as a whole. We believe that California needs more "tax makers" not "tax takers," and that well-designed schools, particularly for adults, will make this a reality such that the overall tax burden of California will go down, and the overall well-being of all residents of California will go up.

We believe that education needs to target the ultimate needs of students, such that they gain relevant skills and knowledge to be successful in their lives. We believe different students have different needs, so following a Theory of Constraints model, it is critical to have education that targets those specific needs, otherwise success will not occur. We recognize that all 21st century careers require technical skills and the ability to apply theory and academics to support those skills.

We believe that we must strive for greater efficiency and productivity in the learning process to help students to succeed, but that efficiency and effectiveness are only gained when students can retain and apply what they learn, and any "accelerated" program in which students can not apply the skills and knowledge they learned is actually decelerated learning, or worse.

We believe in making data-driven decisions in line with the scientific method, such that strategies are clearly planned for the long-term, but that logistics are only detailed for the short-term, with the understanding that the future is unknown, partly unknowable, and schools must have the ability to be flexible and adapt to an ever changing environment.

We believe in accountability to accurate principles. We believe there are mutually exclusive philosophies of either falsely believing we already know all the answers, or truly knowing that we can determine the answers as we gain more knowledge. We recognize that all forms of evaluation, whether of student learning, faculty teaching, accuracy and relevancy of content, or effectiveness of methodology will always have error, and that it is our job to reduce the error, and determine which direction is best for the system as a whole. We believe in sharing what we have learned and developed with others, such that we support open content, open source software, and open access to information.

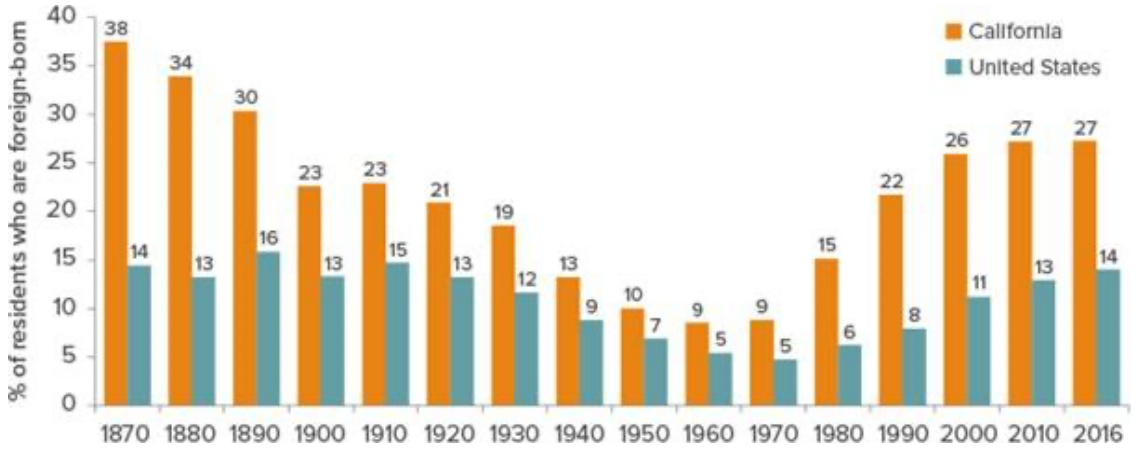
It is on this strong foundation of principles that our petition for a multi-campus adult-serving charter school is being submitted, and from which we believe success will result.

Community Characteristics and Need California

Immigrants in California (A Community of Immigrants)

According to the Public Policy Institute of California (PPIC), there are approximately 10 million immigrants in California, which is about one quarter of our state's total population. We have more immigrants in California than in any other state in the nation. According to the US Census, half of all children in California have at least one immigrant parent. Of those immigrants, almost 80% of them are working age adults, and approximately 34% of them do not have a high school diploma. Although immigrants are just as likely to work as Americans, they tend to make 24% less money. It is imperative that these immigrants have the opportunity to access education, learn English, complete their high school diploma, and attend vocational training and/or college. Research shows that many foreign-born immigrants and minorities have lower high

school graduation rates. Below is a graph that shows immigrants living in California and the United States by year from 1870-2016.



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

Sacramento's Demographic Information

In 2002, the Civil Rights Project at Harvard University labeled Sacramento the most diverse city in the United States. According to the US Census Bureau as of July 2017, the population of Sacramento is 45% white, 23% Hispanic, 16% Asian, 11% black, and 6% are two or more races. Demographers expect the minority population to continue to grow in Sacramento and it is estimated that by 2050 Sacramento will grow by 54%. It is estimated that in Sacramento 62% of the population speaks English as a first language while 38% are English learners. In Sacramento, our minority populations are more likely to experience poverty than the white population. In Sacramento only 14% of the white population is socioeconomically disadvantaged, compared to 28% of the black population, 27% of the Hispanic population, 26% of the Native population, and 23% of people who identified as two or more races.

Sacramento's Workforce

Approximately 62% of people living in Sacramento are participating in the workforce with employment at 56% and unemployment at 10.5%. Minority groups have higher rates of unemployment with 17% unemployment for our black population, 15% for people who identified as two or more races, and 14% for Native Americans. Level of education is directly related to employment with a positive linear relationship. As of 2017, the median income in Sacramento was $60,239 with just over 14% of people in Sacramento living in poverty.

Sacramento's Education

For people living in Sacramento without a high school education, only 56% of them are employed compared to 70% of high school graduates, 78% with some college, and 87% for those with a bachelor's degree or higher. Within the Twin Rivers Unified School District, 31.7% of students drop out between ninth and twelfth grade with nearly 500 more students who stay enrolled through twelfth grade but do not graduate. According to the 2010 Census, up to 20% of adults living in the Twin Rivers Unified School District do not have a high school diploma or equivalent (Public Policy Institute of California, 2012). According to the US Census data in 2017, approximately 30% of people living in Sacramento have a bachelor's degree, while the remaining 70% do not.

The Need for California Innovative Learning Academy

The area covered by the Twin Rivers Unified School District has tremendous educational needs. While some of these needs were met in the past by the adult education program of Twin Rivers Unified School District, with budget cuts, most of these opportunities have gone away for those who do not have a U.S. high school diploma. This has greatly impacted student access to dropout recovery, as well as programs serving ex-offenders and immigrants. All of these

groups not only have a direct need for services, but by helping them, we also help the state of California by reducing welfare services, reducing recidivism, increasing the tax base, and increasing the cohesiveness of our society.

The Need for Dropout Recovery

Research has demonstrated that within a school year a student drops out of high school every 9 seconds in the United States (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). Further, according to the California State Legislature, "Research suggests that fewer than 70 percent of 9th grade pupils in California, and in some school districts, fewer than 50 percent, graduate from high school" (Carter, 2011).

The Need to Educate Ex-Offenders

High school dropouts are much more likely to become incarcerated, and many families in the Twin Rivers district are affected by having a family member who is an ex-offender. California Innovative Career Academy will be able to help rehabilitate these ex-offenders and provide them real job skills. By being able to provide for their family in a legitimate manner, the children of the ex-offenders will have better role models and be more likely to break the cycle of crime. Without serving this unserved population, the problem will just continue to grow in the Twin Rivers district.

Beyond the family, the community benefits when ex-offenders gain the skills needed to get a livable-wage job. For example, in our Truck Driving program, Linda Fowler (Site Administrator) has had as low as a 7% recidivism rate (California Performance Review Panel, 2004). This lowers the tax-burden to the community and California by these "tax-takers becoming tax-makers," to quote County Supervisor Phil Serna.

The Need to Educate and Acclimate Immigrants

Sacramento has been labeled "America's Most Diverse City" (Stodghill & Bower, 2002), with many first generation immigrants. It is critical that new immigrants are able to learn the most common language and cultural norms of the United States to integrate and identify with being part of our nation. Without having this opportunity, immigrants tend to stay in their own ethnic communities, which then makes our nation becomes less of a United States of America. CICA will provide educational opportunities for immigrants to learn English, obtain U.S. Citizenship, and get a U.S. high school diploma.

Benefits and Potential Impact on Twin Rivers Unified School District

CICA will have a positive benefit to the Twin Rivers Unified School District. Given that CICA will serve adults, no students will come from existing Twin Rivers traditional K-12 schools. Further, by educating the parents of students in the Twin Rivers traditional K-12 schools, these younger students will likely have greater academic success. By being an independent charter school, Twin Rivers Unified School District will not take on any risk and insurance costs of the charter school. The general benefits of having an adult-serving charter school can be found in "Reasons and Methods for California School Districts to Transfer Adult Education Services to Adult-Serving Charter Schools" (Walker, 2013a).

Aims and Vision of Our School

Our mission is simple: *To Serve the Unserved*.

This petition contains an ambitious proposal that is quite achievable to build a charter school that targets key unserved groups of adult students and can provide the appropriate primary and secondary career technical education to help students from these groups to succeed.

CICA will serve those who don't have a U.S. high school diploma and within this set we'll focus on general high school dropouts, parents, immigrants, and ex-offenders.

Content of Curriculum

It is clear that in the 21st century, being an "educated person" means more than learning traditional academics. Statistics usually slice the population into categories based solely on level of academic attainment, showing that college graduates tend to do better in the job market than those with only a diploma, who in turn tend to do better than high school dropouts.

But these statistics can be misleading, because surveys of employers show that they want skills and experience in their employees. This is why graduates with career focused degrees, such as engineering, law, or health care degrees, do better in the job market than those who have English or philosophy degrees. Further, it is why "blue collar" workers who are highly skilled generally do just as well, if not better than, college graduates. We believe that the elitism of believing that the only path to success is through a college degree needs to end. This is why CICA will be a career technical education (CTE) focused school, which will work to ensure that all graduates have the knowledge and skills in a specific career pathway, such that they are sufficiently competent to gain employment upon graduation, and also to be prepared to enter a community college or postsecondary vocational school, if they so choose.

This is clearly in line with the eight (8) state priorities, as the mission statement for the Common Core State Standards states: "The standards are designed to be robust and relevant to the real world, reflecting the knowledge and skills that our young people need for success in college and careers." CICA believes that there is no better way to teach to the standards and accomplish this goal of preparing students for success in their real-world careers than through teaching the standards in line with career technical education (CTE).

We believe that it is critical to link academic topics to experiences that are relevant to students. This can clearly be seen in a study of high school dropouts which showed that 81 percent of dropouts said there should be more opportunities for real-world learning. This study also gave evidence that many dropouts want more experiential learning and want to see a connection between school and getting a good job (Bridgeland, DiIulio, Jr., & Morison, 2006).

As an example of how we will accomplish this, one of the industry sectors that our school will focus on is that of transportation, initially including truck and bus driving, and later having have both a Diesel Mechanic and Auto Body Repair program. In these career pathways, we plan to offer a course in the Algebra and Physics of Transportation, in which students will learn to apply the Common Core High School Algebra Standards through learning the Physics of how Vehicles work, aligned with the California Science Standards. Similar integrated academic courses will exist with English Language Arts, where Common Core emphasizes reading and writing technical documents.

Other industry sectors that CICA plans to provide career pathways within include transportation (Truck & Bus Driving, Diesel Mechanic, Auto Body Repair), building and construction trades (HVAC/R, Metal Fabrication, and other construction trades), education (Vocational Parent Education Program), information and communication technologies (Office Technician), and marketing, sales, and services (Entrepreneurship).
In addition to integrated academics that are career focused, we plan on using curriculum developed by Five Keys Adult Charter School that helps relate academic topics to the lives of our students. For example, in our U.S. History course we will have a component of "Forced and Voluntary Migration in the U.S.," in which students can understand the history of African American migration to and through the United States. Another example includes English and Civics curriculum which focuses on Restorative Justice, to help ex-offenders and family members of ex-offenders understand the importance of attempting to make up to society for the deeds that have been done.

For some of our students who are immigrants, they may already have gained sufficient job skills and experience previous to immigrating to the United States, but lack the necessary level of English to obtain employment. Many of these students will have completed part of their education from their homeland, and CICA will use well-established methods to translate and evaluate their prior learning to grant credit.

CICA will offer some traditional academic content where it is appropriate. For this content, we will often utilize open resources like Khan Academy, which is aligned to Common Core and other standards. Their freely available videos and practice problems have been praised by Bill Gates and others, and allow students to learn at their own pace, with both classroom work, and homework.

Delivery of Content

There are several factors that CICA instructors will take into account for learning to best occur with their students. First and foremost, the method of instruction must correspond with the content that must be learned. For example, psychomotor skills such truck driving or typing cannot be learned by only reading a book and taking tests. Learning these skills will require practice, making small mistakes, and learning from mistakes. Doing this continual practice requires motivation, but the desire for a job to support their families, is a strong motivator for many adults.

For cognitive learning, motivation is equally important. There are multiple methods of motivating students, and CICA instructors will strive to make the material interesting to students. Further, studies show that without sufficient prior knowledge, students have gaps in their learning that prevent them from gaining new knowledge. CICA will use the CASAS assessment along with other assessment tools for new students, to determine which areas the student needs the most help with. Students often need to be able to review a topic and tackle it from different angles in order to comprehend an idea. Further, just as with psychomotor skills, practice makes permanent.

For affective learning, such as acting in an ethical manner or having a good work ethic, different students can be reached in different ways. For instance, most students can have a sense of empathy for others, and by role playing situations, they can start to understand the feelings of others and gain these values in an innate manner. However, psychologists have demonstrated that there are students who will be on the autism spectrum or have another psychological disorder and they may not have a natural sense of empathy. For these types of students, emphasizing human rights and the logic of ethics may be more effective.

After the specific type of learning is considered, instructors with CICA will assist students in learning best through considering individual differences between students. By having courses set in a more flexible and differentiated manner, students will be able to generally focus on the areas they have the most challenges in, and instructors will use multiple strategies to assist students in understanding a topic, with additional practice assignments for students to help them retain their knowledge. This also allows for the teachers to build a solid relationship with the students.

Since careers, by definition, require students to apply what they have learned, much of the education of CICA will exist at the higher levels of Bloom's Taxonomy, including analysis, synthesis, and evaluation of options. Project-based learning, simulations, and workplace learning will all be used for students to gain the skills necessary to succeed on the job and learn to apply the academic knowledge gained. For example, since some of the very large trucking companies have high turnover, and do not compensate newer drivers at a high wage, we have concluded that as part of Truck Driving, students will create a business plan to be an "owner-operator" of their own truck, including determining the cost of purchasing a truck (and interest for the loan), determining the fuel cost for hauling loads, and determining the regulations, taxes and fees they would be required to pay, in order to determine what their profit level and thereby their equivalent hourly wage would be.

CICA course structures will generally either be more set-paced or more self-paced in nature. Instructors with CICA recognize that there is a need for all students to be able to learn at an appropriate pace, such that they have sufficient time and differentiation of instruction to truly learn something before going on to a new topic, but that there is also value in students being pushed towards accomplishment and having sufficiently high expectations for students to achieve. Instructors are also cognizant of workplace expectations and ensuring students can work at a pace that would be acceptable in the workplace.

Individualized Learning Labs

It is CICA's preference to have courses structured as self-paced individualized learning labs, such that students may work mostly at their own pace, within certain time guidelines, set cooperatively by the instructor and student.

This course structure will commonly be used for core subjects; Individualized High School Learning Labs will be taught by appropriately credentialed teachers who hold an appropriate California Teaching Credentials, such as an Adult Education Credential in Elementary and Secondary Basic Skills. In these Individualized Learning Labs, students will be in a classroom setting, and work individually on coursework, from a textbook or Internet resource, such as the KhanAcademy. The classes

will follow a "flipped" model, and the teacher will act more "in a flip" model as the "guide by the side," helping to answer questions, give guidance on particular topics, and evaluate student work. Some CTE courses and applied academic courses will also be structured in a similar fashion.

Set-Paced Courses

In some cases, there are benefits of the entire class following the same basic curriculum at the same time. This is often the case in CTE programs where group work may be common and where it may not be practical for an instructor to supervise multiple activities simultaneously (especially if there are safety hazards such as soldering, etc. that require close supervision).

Mixed-Paced Courses

Many of the applied academic courses and some CTE courses may take a mixed approach where students partly work in an individualized manner at their own pace, and also attend lectures by the instructor and participate in other set-paced projects.

Workplace Learning

According to a 2012 nationwide study of employers, conducted in part by The Chronicle of Higher Education, "An internship is the single most important credential for recent college graduates to have on their resume in their job search among all industry segments" (Reid, 2012). As such, California Innovative Career Academy will work to include Workplace Learning (internship) opportunities every career technical program that it conducts.

All Workplace Learning activities will be evaluated for their safety, qualified supervision, and learning opportunities. To comply with the Federal Fair Labor Standards Act, all Workplace Learning courses and activities for "for profit" businesses will meet the following six criteria:

- The workplace learning, even though it includes actual operation of the facilities of the employer, will be similar to training which could be simulated in a classroom-based course.
- The workplace learning experience is for the benefit of the student, and will enable the student to accomplish meaningful learning objectives. [Title 5 § 10072]
- The student will not displace regular employees, but works under close supervision of existing staff.
- The cost/benefit ratio to the employer will be neutral. This means that the cost of providing educational opportunity to students and the opportunity cost of the lower performance that a student has compared to an experienced employee will be equal or slightly greater than the economic benefit of the student help. Thus, the employer that provides the training derives no immediate advantage from the activities of the student; and on occasion its operations may actually be impeded.
- The student is not necessarily entitled to a job at the conclusion of the workplace learning.
- The employer and the student understand that the student is not entitled to wages for the time spent in the workplace learning

Unpaid Workplace Learning in the public sector and for non-profit charitable organizations, where the student volunteers without expectation of compensation, is generally permissible without needing to meet all six of the above criteria.

During the course of the pupil's enrollment in a Workplace Learning course, the student will receive a minimum of one hour per week of classroom instruction or counseling by the Coordinating Instructor, which may be offered in sessions scheduled intermittently throughout the course [EDC § 51760.3].

All Workplace Learning courses will have a formal training agreement with each employer involved. The written agreement shall identify the responsibilities of the student, employer, and parent and CICA shall outline the objectives that the student is to accomplish at the training site.

The Training Agreement will either include the purchase liability insurance for pupils enrolled in programs of study involving work experience, which may include work-based learning, or vocational education at locations off school grounds approved by the governing board, or require pupils to purchase insurance and to pass on all or a portion of the costs to CICA [EDC § 51760].

Each Workplace Learning activity will have a written instructional plan for students specifying the particular objectives, experiences, competencies, and evaluations that are required [COE 2-C-14].

This instructional plan will designate the on-site employer representative responsible for guiding and overseeing the students' learning experiences and participating in the students' written evaluations
[COE 2-C-15].

A Student's Instructional Plan will include [EDC § 51760.1]:

- Emphasis on learning in the workplace.
- Appropriate sequencing of experiences based upon the student's needs.
- Explicit aim to supplement, or systematically reinforce, classroom instruction in technical courses, academic courses, or both.
- Systematic attention to the development of 21st century skills, such as communication, problem solving, teamwork, project planning, and critical thinking.
- Built-in regular assessment and feedback.
- Appropriate involvement of students in choosing and structuring the experience.
- Clear and measurable learning outcomes.

Evaluation of Student Learning

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

1. To assist student learning as a diagnostics tool by determining which specific content areas a student has not mastered so they can improve their learning in that specific area.
2. To use aggregated measurements of student learning as part of the measurement of how the school as a whole is performing. (See Measuring Pupil Outcomes)
3. To determine if a student has met or exceeded the necessary level of competency such that they should gain formal recognition, such as a diploma, licensure, certification, etc.

Student learning will be individually evaluated through both professional judgment (grading) and standardized assessment. Students will be primarily graded based upon assessments related to their desired outcome. For courses that contain traditional academic curriculum, exams will be used. CTE courses will generally use authentic assessment methods, utilizing rubrics to determine the student's competence compared to the needs of industry.
Student learning will also be evaluated through standardized assessments, including regular CASAS testing that will help determine the students' gains in learning. CICA will apply for the The Dashboard Alternative School Status (DASS) which, if accepted, would allow CICA to solely use the CASAS to assess student learning. If CICA is not accepted for DASS, it will conduct appropriate California standardized testing (California Assessment of Student Performance and Progress).

Feedback to Students and Growth in Student Learning

CICA will have a philosophy of Mastery Learning, such that in courses that are more self-paced, students will receive qualitative feedback and will have the opportunity to improve based upon this feedback so that their learning can grow. In courses that are more set-paced, students will have the opportunity to redo specific assignments that the teacher allows and will have the opportunity to retake the course if they are not satisfied with their level of achievement.

Students Transferring to Another School or College

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

-- California Education Code Section 47605 (c) (5) (A) (iii)

Any information given to students will include information about WASC accreditation (when obtained). As CICA is not a college prep charter school, it will inform students that as a graduate they may enroll in a community college, or other college that does not require "A to G."

Plans for Specific Populations

Plan for Students Who Are Academically Low Achieving

It is recognized that most of CICA students will not have succeeded in high school. This does not necessarily mean that they are academically low achieving, but statistically many will likely fit into this category. By having individualized learning labs, students can complete required work in more of a self-paced fashion, allowing them additional time to master a subject before proceeding. Further, courses that are more set-paced will be designed to incorporate multiple modalities of learning to assist all students to success, including those who may be academically low achieving in a traditional school setting.

Plan for Students Who Are Academically High Achieving

Individualized learning labs will allow students who are academically high achieving to learn in an accelerated manner, so that they can complete their diploma quicker.

Plan for English Learners

CICA will offer courses in English as a Second Language (ESL) at various levels, to serve English Learners (EL). Further, as many of these students will be immigrants, CICA plans to offer an integrated citizenship program, which will give civics and U.S. history credit.

Plan for Special Education

CICA will make all necessary arrangements to serve students with disabilities, including providing appropriate accommodations, having appropriately credentialed instructors (such as those who hold a credential for adults with disabilities) and follow all other requirements of California Education Code. For those students in which an Individualized Education Plan is legally mandated, CICA will follow the plan, providing services as necessary. Given the flexibility of curriculum and instruction, most IEP goals and objectives are met within the general education course of study. All special education students enrolled in CICA will receive a personalized learning plan that directs their academic course to achieve their goals for the year.

The 5 Stages of School

In order for students to succeed in any school, there are five fairly distinct stages that a student goes through. First, they must become aware of the school, which the A to Z Model refers to as "Inviting Students to Join the School." They next

must join, including going through registration and any assessments for placement. Next the student must be persistent with completing their studies, which the A to Z Model refers to as "Keeping Students." At the end, the students will leave the school, preferably through graduation. Last, the students will use what they have learned after graduation, and the school is responsible for measuring the pupil outcomes.

Elements 2 & 3: Measuring Pupil Outcomes

***Governing Law*: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, by the charter school.**

-- California Education Code Section 47605 (c) (5) (B)

***Governing Law*: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.**

-- California Education Code Section 47605 (c) (5) (C)

Determining Academic Standing (Grade Level)

Upon admission to CICA, a student's grade level will be determined based upon transcripts of their past coursework, their assessment from the CASAS test, and their age. Students who are at a high school level (9th through 12th grade) based upon credits and assessment will be assigned to their grade level based upon age. Students who are at a primary school level (8th grade or below) based upon a lack of credits or low assessment scores, will be assigned to a grade level based primarily upon assessment.

Assessments

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

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

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

4. To determine if the student is underperforming in relation to their peer group and evaluate if intervention supports are required.

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

CICA will develop a Local Control Accountability Plan (LCAP) in accordance with the template adopted by the state board. Previous to adoption of a state board template, CICA will follow the basic methods used for the school accountability report card. The Local Control Accountability Plan will include pupil outcomes based upon state priorities, which apply to the nature of the program we will operate, as defined in California Education Code Section 52060(d), as well as local priorities defined by the school itself. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting.

Given the learning curve of any startup organization, the initial annual goals in this petition aim to meet the current standards set by authorizing District. Thus the initial annual goals were derived from the baseline of current rates of Twin Rivers Unified School District's K-12 schools, and Twin Rivers Adult School (TRAS), as appropriate (Walker, 2013b). CICA will measure each applicable goal for each California recognized subgroup, including: ethnic subgroups, socioeconomically disadvantaged pupils, English learners, students with disabilities, and foster youth. We have also defined the ultimate goal we wish to reach, which we will strive to have all subgroups reach equally. As we meet the annual goals, we will raise our standards toward these ultimate goals.

Element 4: Organizational System and Governance Structures

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.

-- California Education Code Section 47605 (c) (5) (D)

Highlands Community Charter and Technical Schools Nonprofit Corporation

California Innovative Career Academy(CICA) will be operated under the Highlands Community Charter and Technical School (HCCTS) public benefit corporation. CICA will operate autonomously 501(c)3, although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between CICA and Twin Rivers Unified School District. Pursuant to California Education Code Section 47604(d), Twin Rivers Unified School District shall not be liable for the debts and obligations of CICA, which is operated by a California public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by CICA as long as Twin Rivers Unified School District has complied with all oversight responsibilities required by law. The CICA board will comply with the Brown Act, Education Code Section 47604.1(c), and all other necessary laws.

Board of Directors

CICA will be governed by a corporate Board of Directors ("Board" or "Board of Directors") in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. The Board consists of at least 5 directors, with a maximum of 11 directors. All directors are designated by the existing Board of Directors. Board members serve a term of 3 years. CICA has adopted a conflicts code which complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school specific conflicts of interest regulations (see Appendix D – Board Bylaws). As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval.

The Board meets on a regular basis (e.g., monthly during the school year and as appropriate at other times). The responsibilities of the CICA Board as further outlined in the bylaws include but are not limited to:

- Uphold the Vision of the School.
- Oversee the implementation of the School's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the School and staff
- Ensure compliance with applicable laws such as Government Code 1090, et seq., Political Reform Act, the Public Records Act and the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review monthly financial reports and the yearly financial audit.
- Work with chief administrator to set goals.
- Enact policies to support the successful operation of CICA.
- Attend ethics training (Govt. Code 53234-53235.1)
- Attend fiscal training (EC 35220-35223)

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Corporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the School any of those duties. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

In accordance with Education Code Section 47604(c), Twin Rivers Unified School District may appoint a representative to sit on the Board of Directors. If Twin Rivers Unified School District chooses to do so, CICA may appoint an additional member to ensure that the Board is maintained with an odd number of Directors.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Element 5: Qualifications of Employment

Employees

CICA recognizes that to have an excellent school, that you must have excellent employees. CICA will draw upon the pool of excellent adult education teachers who were previously laid off from Twin Rivers Adult Education. Proposed salaries and benefits for administrators, certificated faculty, and classified staff have all been modeled after the Twin Rivers' salary scales and employee contracts.

Employee Qualifications

Governing Law: The qualifications to be met by individuals to be employed by the charter school.

-- California Education Code Section 47605 (c) (5) (E)

Employee Overview

All employees of CICA will be committed to developing the social, civic, character, and academic potential of each student. All staff members will possess experience and expertise appropriate for their position according to the CICA adopted personnel policies, and federal and state statutes applicable to charter schools. Selection and appointment of employees at CICA will be the exclusive prerogative of CICA.

CICA will not discriminate against any applicant on the basis of his/her race, creed, color, national origin, age, gender, gender expression, gender identity, disability, or any other basis prohibited by Education Code Section 220. CICA shall comply with all applicable laws regarding criminal background checks, including Education Code Sections 45125.1 and 44237.

Executive Team

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

Executive Director

Our *Executive Director* assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of CICA and for the performance appraisal of the staff. It is the responsibility of our Executive Director to oversee the school facilities, selection and employment of CICA personnel, evaluation, promotion, termination or discipline of CICA personnel, and the preparation and submittal of reports as directed by the Board, to include regular goals and forecasts as directed. The CICA Executive Director manages the day-to-day operations of CICA by preparing and submitting required budgets and reports as required by a charter school. Our Executive Director develops partnerships for providing educational services by CICA, interacts with CICA accountants and attorneys, and performs other duties lawfully assigned by action of the Board. Our CICA Executive Director must minimally possess a bachelor's degree or any experience directly related to the field of work equivalent to a (4) four year degree and program administration and planning experience, preferably with experience in management as an executive officer. The Executive Director shall receive ethics training in accordance with SB 827 (2025).

Director of Independent Study

The *Director of Independent Study* is responsible for overseeing the Independent Study instructional model, including program compliance regarding attendance, CALPADS reporting, instructional assignment and assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs and services for CICA and for the performance appraisal of the Independent Study staff. It is the responsibility of our Independent Study Director to oversee selection and employment of CICA personnel, evaluation, promotion, termination or discipline of CICA personnel, and the preparation and submittal of reports as directed by the Executive Director to include regular goals and forecasts as directed. The CICA Independent Study Director manages the day-to-day operations of CICA by preparing and submitting required budgets and reports as required by a charter school. The Director of Independent Study develops partnerships for providing educational services by CICA, works closely with the Executive Director, interacts with CICA accountants and attorneys, and performs other duties lawfully assigned by the Executive Director. Background knowledge of Independent Study and its components related to state and local measures for accountability are essential. The Director of Independent Study must have a thorough knowledge of schools SIS (Student Identification Systems, e.g. Powerschool) and its use for guiding Independent Studies as well as the ability to function independently and effectively. The CICA Independent Study Director must minimally possess a bachelor's degree or any experience directly related to the field of work equivalent to a (4) four year degree and program administration and planning experience, preferably with experience in management as an executive officer.

Independent Study Coordinator

The CICA *Independent Study Coordinator* is responsible for overseeing the Independent Study program and compliance including attendance. The IS Coordinator has the ability to coordinate the Independent Study (IS) Program. This is a classified administrative position. The CICA Independent Study Coordinator should possess a BS or BA degree from a recognized college institution, or a degree of a similar nature that is in alignment to the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability are essential. The Independent Studies Coordinator must have thorough knowledge of school SIS (Student Identification Systems, e.g. PowerSchool) and its use for guiding Independent Studies as well as the ability to function independently and effectively. In this position it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regards to communication, record keeping and staff presentations associated with Independent Studies. The CICA Coordinator can communicate

effectively and clearly both orally and in writing with a diverse staff and student population.

Office Assistant (Independent Study)

CICA will employ an Office Assistant who plans and organizes the activities of assigned sections within the established office as directed. The Office Assistant is responsible for the maintenance of records, reports, and student filing procedures and analyzes assigned projects. At a minimum, the Office Assistant must possess prior experience, training, and education with prior experience. Experience working in a school setting is preferred, as is being bilingual, preferably in one or more of the following languages: Spanish, Farsi, or Slavic dialects.

Academic Coordinator (Independent Study)

A main duty of an Academic Coordinator is to help in the development and implementation of instructional materials and curriculum programs that will meet educational standards. The Academic Coordinator will have the proper credentials and/or the California teaching certificate, permit, or other documents required for certificated assignment pursuant to Education Code Section 47605(l)(1). The Academic Coordinator will have an Administrative Credential.

Counselor (Independent Study)

CICA *Counselor* will provide counseling and guidance services to students. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. CICA Counselors refer students to other community resources, support groups and social service agencies as appropriate. At a minimum, CICA Counselors possess a Bachelor's Degree of Education or School Counseling with a 7-12th grade level certification, two (2) years of experience as a high school counselor, and a valid Pupil Personnel Services Credential with an academic school counseling emphasis.

ELD (English Language Development) Counselor

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

Teachers (Independent Study)

CICA will comply with all applicable laws in regards to employee qualifications. Teachers must hold the California teaching certificate, permit, or other document required for the teacher's certificated assignment pursuant to Education Code Section 47605(l)(1). These documents shall be maintained on file at CICA headquarters and shall be subject to periodic inspection by Twin Rivers Unified School District. Teachers shall be hired by the Board of Directors upon recommendation by the Principal.

Twin Rivers Unified School District reserves the right to review CICA hiring decisions to ensure compliance with applicable federal and State mandates.

Further, given that CICA's mission is to provide serves organize for adults, teachers may hold appropriate Adult Education or other Designated Subjects credentials (Walker, 2012a), or may hold a credential traditionally used in California high schools. Further, since "classes organized primarily for adults" is also one of the included categories of alternative curricula (Education Code Section 44865), CICA teachers must hold the California teaching certificate, permit or other document required for the teacher's certificated assignment pursuant to Education Code Section 47605(l)(1).

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

1. A bachelor's degree from a degree granting college or university,
2. A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or an appropriate Adult Education or other Designated Subjects credentials, and
3. Demonstrated subject matter competence. ,.

California Education Code 44253.3 requires all teachers with a Multiple or Single Subject Credential serving English Language Learner (ELL) students hold appropriate authorization: CLAD/CTEL/SB 395/AB 2913. While not all CICA teachers who have Multi and Single Subject credentials instruct ELL students, as a part of CICA' ongoing commitment to excellence, CICA will strives to prepare every certificated staff member to serve ELL/ELD students by properly equipping teachers with the tools and training needed to serve this growing demographic of CICA students. This commitment and opportunity for professional development is provided both to those holding CLAD certifications through their Multiple and Single Subject Credentials as well as those who are not required to possess it, such as those with CTE or Designated Subjects Credentials. Upon employment, all CICA certificated staff are offered ELD training and ongoing professional development throughout the year by working with ELD academic leaders and mentors to improve test scores, develop teaching instruction, and identify areas of strengths and weaknesses in student learning. CICA encourages all certificated staff to complete, update and maintain their ELL authorizations through ongoing education and training, both at the university level and through CICA professional development.

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

Information Technology/Data Technician

CICA IT technicians will support the technology needs for our staff and students, The IT technician will diagnose computer problems, monitor computer processing systems, install software and perform tests on computer equipment and programs. The technician may also set up computer equipment, schedule maintenance and teach staff and students to use different types of programs.

Element 6: Health and Safety Procedures

The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:
(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.
(ii) <u>For all schools,</u> the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.
(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school. Education Code Section 47605(c)(5)(F).

Health, Safety, and Emergency Preparedness Plan

Charter School shall comply with all applicable federal, state, and local requirements related to school and student health, safety, and emergency preparedness.

If Charter School occupies and/or operates in a District facility, Charter School shall comply with all District health, safety, and emergency procedures and requirements applicable to District facilities and related operations, and shall be subject to inspection by the District's Facilities Services Division, Office of Environmental Health and Safety, and other District offices in the same manner as other Twin Rivers Unified School District campuses.

Charter School shall adopt, implement, and maintain at all times a current, comprehensive, and site-specific Health, Safety, and Emergency Preparedness Plan ("Plan"), which must include but is not limited to provisions for building and site emergency evacuation as well as the acquisition and maintenance of adequate onsite emergency supplies. The Plan must include Charter School's requirements and procedures for protecting student health and safety during off-campus school-sponsored activities, including but not limited to field trips and transportation. Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.

Charter School shall provide all employees and other persons working on behalf of Charter School who are mandated reporters with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements Education Code Section 44691.

The Charter School shall adhere to Education Code Section 49423 regarding administration of medication of school. The Charter School shall adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include the location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Charter School shall comply with the requirements of Education Code section 49475, with respect to any athletic program (as defined in Education Code § 49475) offered by or on behalf of Charter School, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an opioid factsheet for patients.

Charter School shall periodically review, update and/or modify as necessary, its Health, Safety, and Emergency Preparedness Plan, and keep it readily available for on-site use. Charter School shall provide a copy of the Health, Safety, and Emergency Preparedness Plan for review upon CSD request.

Family Educational Rights and Privacy Act (FERPA)

Charter School, including its employees, officers, and representatives, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.

Criminal Background Clearances and Fingerprinting

Charter School shall comply with all requirements of Education Code sections 44237 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of school site services and/or any contact with students, and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except otherwise provided by law, pursuant to Education Code Section 44830.1 and 45122.1. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records. Charter School, including its administrators and officers, shall comply with the requirements of Education Code section 44030.5.

Immunizations and Health Screening Requirements

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code section 49406. Charter School shall maintain TB clearance records and certificates on file.

Charter School shall comply with all federal and state legal requirements, including but not limited to the requirements of Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075 related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis (Education Code Section 49450 *et seq.*), to the same extent as would be required if the students were attending a non- charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Custodian of Records

CICA designates the Executive Director to serve as the school's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

Promoting Student Health and Wellness

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

Health, Wellness, and Nutrition

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

Social and Emotional Support and Guidance

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

Academic, College, and Career Counseling

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

Community Partners, Resources, and Referrals

We partner with a variety of community agencies to assist us in meeting our students' and families' varying needs from housing, financial, legal, and immigration services to medical and dental clinics. Our partners include International Rescue

Committee (IRC), Asian Resources, Inc (ARI), Lao Family Community Development, Inc. Greater Sacramento Urban League, and La Familia Counseling Center, Inc., to name a few.

Background Checks

CICA certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to employment. The multi-state search should ensure all convictions are reported. Furthermore, CICA shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The CICA Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the charter school network, except with respect to reports relative to her or himself, in which case a confirmed member of the Governing Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting

In accordance with Education Code Section 44691 all CICA employees are mandated child abuse reporters and will follow all applicable reporting laws. CICA provides all employees, and other persons working on behalf of CICA who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year.

Tuberculosis (TB) Testing

CICA shall adhere to existing state laws regarding tuberculosis testing of employees, in accordance with Education Code Section 49406. CICA requires tuberculosis testing of all employees working in direct contact with students. California Innovative Career Academy certifies that applicable health record information has been obtained for all relevant employees and volunteers prior to initial employment.

Immunizations

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

CPR/First Aid Training

All designated employees are CPR and First Aid trained.

Blood borne Pathogens

California Innovative Career Academy will adhere to state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. CICA will establish a written infection control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV). This plan includes the training of staff and will be included in the Charter School's comprehensive safety plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment

CICA maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure

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

Prevention of Human Trafficking

In accordance with Education Code section 49381, the Charter School shall provide accessible information on human trafficking prevention resources for our adult learners, as well as parents and guardians of students in grades 6-12 in accordance with EC 49381.

Menstrual Products

The Charter School shall stock the Charter School's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms

In accordance with Education Code Section 35292.5, on or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

School Meals

The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

California Healthy Youth Act

The Charter School shall teach sexual health education and human immunodeficiency virus prevention education to students in grades 712, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Mental Health Education

If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*

Mental Health Information

The Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of the students enrolled at the schoolsite. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Workplace Violence Prevention Plan

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

School Safety Plan

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

a. child abuse reporting procedures
b. routine and emergency disaster procedures
c. policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
d. procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
e. a discrimination and harassment policy consistent with Education Code Section 200
f. provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
g. procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
h. a safe and orderly environment conductive to learning
i. the rules and procedures on Charter School discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
j. procedures for conducting tactical responses to criminal incidents
k. procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
l. procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a schoolbus serving the school
m. procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
n. a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose
o. Each comprehensive school safety plan shall contain procedures to notify pupils, parents and guardians of pupils, teachers, administrators, and school personnel when the school confirms the presence of immigration enforcement at any schoolsite. If a previously adopted school safety plan does not contain this information it shall be included at the next review, but no later than March 1, 2026.

Emergency Preparedness

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

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

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures

to the principal and, if there is merit to the concern, the principal shall direct the School Safety Plan to be modified accordingly.

Discrimination and Harassment Policies and Procedures

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

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety

California Innovative Career Academy complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. CICA adheres to laws specific to charter schools on the local and state level regarding facilities. CICA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required as required under Education Code Section 32001. If CICA is not operating under the safety plan of the facility where it is housed, it will implement its own school safety and disaster preparedness plan.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

Supporting LGBTQ Students

Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory

reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

The Charter School shall comply with requirements of Education Code section 49392 to annually provide information about the safe storage of fire arms. Annually at the beginning of the first semester, the Charter School shall distribute a notice to each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Transportation Services

The Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services to students.

Extreme Weather Policy

In accordance with Education Code section 33355, on or before July 1, 2026, the Charter School shall develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

SB 98, SB 495, SB 848, AB 727, AB 962, AB 772 Compliance

The Charter School safety plan and other policies of the Charter School shall comply with SB 98 (2025), SB 495 (2025), SB 848 (2025), AB 727 (2025), AB 962 (2025), and AB 772.

Element 7: Means to Achieve Student Population Balance

Governing Law: ***The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5 that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.***

--California Ed. Code § 47605(c)(5)(G)

Student Population Balance

California Innovative Career Academy strives, through recruitment and admissions practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that is reflective of the general population residing within the territorial jurisdiction of the District. CICA will include an open enrollment policy. Students are considered for admission to the school regardless of ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220, including immigration status.

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

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

Externally, CICA addresses retention and attrition through the development of school-based student engagement systems

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

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

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

Element 8: Admission Policies and Procedures

***Governing Law*: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e)..**

-- California Education code Section 47605 (c) (5) (H)

California Innovative Career Academy (CICA) shall admit all students it is legally allowed to serve that do not possess a high school diploma who meet the exclusive WIOA agreement requirement of being age 22 or older, and who submit a timely application; unless CICA receives a greater number of applications than there are spaces for students, in which case attendance shall be determined by a public random drawing, with any preference given being consistent with state and federal laws.

All admissions shall be done in a non-sectarian manner. CICA shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics) [Ref. Education Code § 47605(e)(1)]. CICA shall comply with all laws establishing minimum and maximum age for public school attendance in charter schools.

No test or assessment shall be administered to students prior to acceptance and enrollment into the school, although assessments may be used in conjunction with other factors to appropriately determine which grade level a student will be enrolled in.

Student Recruitment

Recruiting Students with Low Academic Performance, Socioeconomic Disadvantages and Disabilities

Our recruitment efforts reflect our objective nature as a charter school and in no way favor or bias any demographic. When students with Individualized Education Plans (IEPs) enroll, it is the school's policy to collect any and all information

pertaining to the student's IEP and to assess whether the IEP is transferable to a 504 plan. CICA is committed to serving academically low-achieving and socioeconomically disadvantaged students to offer them a seamless path to success in employment, higher education, and life. CICA serves a community where a predominant number of students in our target population qualify for free or reduced-price meals according to federal guidelines. We are dedicated to making sure that all community members are equally aware of the alternative we are providing to students within the communities we intend to serve.

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

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

Lottery Preferences and Procedures

Identification and Rationale of Admission Preferences

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

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

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a waitlist according to their draw in the lottery. This waitlist will allow students the option of enrollment if an opening occurs during the current school year at their grade level. In no circumstance will the waitlist carry over to the following school year.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

Communicating to All Interested Parties

Applications are available digitally online on the California Innovative Career Academy website and hard copies are available at all CICA sites. Our school advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and fliers.

Ensuring Fair Execution of Lottery Procedures

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

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

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

Lottery Time and Location

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

Waiting List Priorities

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

Notifying Students of a Seat Offering

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

Documenting the Fair Execution of Lottery and Waitlist Procedures

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

Education Exclusively in Partnership with WIOA

Per Education Code §§ 47612.1 and 47605.1 (f), CICA shall provide instruction exclusively in partnership with the Workforce Innovation and Opportunity Act of 2014 through its partnership agreement with the Greater Sacramento Urban League (GSUL) or other WIOA organization. As such it may only legally serve students who are receiving WIOA

funded services, and do so under the terms of a Partnership Agreement.

Not Possessing a U.S. High School Diploma

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

Application Period & Public Random Drawing

Applications will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing to determine enrollment for the impacted grade level, with the exception of existing students who are guaranteed enrollment in the following school year. Returning students must affirm their intent to return.

The following enrollment preferences and affirmative action preferences in the case of a public random drawing shall be as follows:

1. All students currently enrolled in CICA
2. Non-youth residents of Twin Rivers Unified School District; as defined by WIOA as those 22 years of age or older
3. All other residents of Twin Rivers Unified School District
4. All other applicants

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a waiting list according to their draw in the lottery. This waiting list will allow students the option of enrollment if an opening occurs during the current school year at their grade level. In no circumstance will the waiting list carry over to the following school year.

Admission Process

The CICA admission process is comprised of the following:

- Completion of a student registration form Enrollment packets for students who are admitted will also gather the following:
- Proof of Immunization
- Proof of Withdrawal from Previous School (such as transcripts)
- Proof of Not Having a U.S. High School Diploma
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements, e.g., birth certificate or driver's license
- Release of records[1]
- Any forms required by the Greater Sacramento Urban League or other WIOA partner

Following the open enrollment period, applications shall be counted to determine whether any grade level has received more applications than availability.

In the event that this happens, CICA will hold a public random drawing to determine enrollment with the exception of existing students who are guaranteed enrollment in the following school year.

[1] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

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

CICA and *Twin Rivers Unified School District* mutually agree that the preferences in the public random drawing as listed above are consistent with Education Code Section 47605(e)(2) and applicable federal law and non-regulatory guidance; however, should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program (PCSGP), such modifications may be made at CICA's discretion without any need to materially revise the charter as long as such modifications are consistent with the law and written notice is provided by CICA to Twin Rivers Unified School District.

Element 9: Financial Audit, Quality Assurance and Improvement

Accreditation

CICA will apply for WASC ACS accreditation, produce a self-study report, and host a visiting committee as soon as it is possible to do so.

Annual Audits & Other Reporting

Governing Law: ***The manner in which an annual, independent, financial audit shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.***

-- California Education Code Section 47605 (c) (5) (I)

Financial Audit

An annual independent financial audit of the books and records of CICA will be conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of CICA will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit will verify the accuracy of the School's financial statements, attendance and enrollment accounting practices, and review the School's internal controls. The audit will be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

The CICA Board of Directors will form an audit committee each fiscal year to oversee selection of an independent auditor and the completion of an annual audit of the School's financial affairs. The auditor will have, at a minimum, a CPA license and experience with school and educational accounting requirements and practices, and be on the State Controller's published list as an approved educational audit provider. CICA shall be solely responsible for all costs associated with auditing services.

It is anticipated that the annual audit will be completed within six months of the close of the fiscal year. The annual audit will be completed and forwarded to the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Board of Directors will receive and review the audit each year. The CICA audit committee will review any audit exceptions or deficiencies and report to the School's Board of Directors with recommendations on how to resolve them. The Board of Directors will submit a report to Twin Rivers Unified School District regarding how the exceptions and deficiencies have been, or will be, resolved to the satisfaction of Twin Rivers Unified School District. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter agreement.

Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of CICA is public record to be provided to the public upon request.

Program Audit

CICA will compile and provide to Twin Rivers Unified School District an annual performance report. This report will, at a minimum, include the following data:

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

Budgets and Financial Reporting

***Governing Law*: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation.**

--California Education Code Section 47605(h).

Attached, as *Appendix A*, please find the following documents:

- Financial projections for the first five years of operation

These documents are based upon the best data available to the petitioners at this time.
CICA shall provide reports to Twin Rivers Unified School District as follows as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by Twin Rivers Unified School District:

1. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(h) will satisfy this requirement.

2. By July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of CICA's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to CICA shall include an annual statement of all CICA's receipts and expenditures for the preceding fiscal year.

For reports 1-3 above, CICA shall also provide with each financial report supporting and/or back up information including but not limited to: Multi-Year Projections for current and two subsequent years; Assumptions used for two subsequent years; Explanation for major variances by category between reporting periods; Enrollment projection; ADA P2 projection by grade level; COLA & Deficit percentage; Calculation used for determining general purpose funding; List of statutory benefit rates; List of H&W rates and number of participants; and Number of FTEs for certificated and classified employees for each year.

District Reports

Twin Rivers Unified School District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other state or federal agency by a local educational agency on behalf of CICA and/or Twin Rivers Unified School District. CICA shall promptly provide Twin Rivers Unified School District with any information, data, or documentation necessary for Twin Rivers Unified School District to timely file such reports in accordance with law. CICA shall be solely responsible for the accuracy of all data submitted to Twin Rivers Unified School District. CICA shall be responsible for filing all other reports as may be required by law.

The CICA Board of Directors will form an audit committee each fiscal year to oversee selection of an independent auditor and the completion of an annual audit of the School's financial affairs. The audit will verify the accuracy of the School's financial statements, attendance and enrollment accounting practices, and review the School's internal controls. The audit will be conducted in accordance with generally accepted accounting principles applicable to the School. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

It is anticipated that the annual audit will be completed within six months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the chief financial officer of the California Innovative Career Academy. The California Innovative Career Academy's audit committee will review any audit exceptions or deficiencies and report to the School's Board of Directors with recommendations on how to resolve them. The Board of Directors will report to the Twin Rivers Unified School District in regarding how the exceptions and deficiencies have been, or will be, resolved. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter agreement.

Operations

CICA will have efficient and effective operations that ensure that students are served well and that taxpayer money is spent wisely.

Annual Operational Agreement

CICA and *Twin Rivers Unified School District* will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of CICA's Charter.

Operational Powers and Liabilities

CICA shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.
CICA shall have no authority to enter into a contract that would bind Twin Rivers Unified School District, or to extend the credit of Twin Rivers Unified School District to any third person or party without the express written consent of Twin Rivers Unified School District.

CICA shall clearly indicate to all vendors and other entities and individuals outside Twin Rivers Unified School District with which or with whom CICA enters into an agreement or contract for goods or services that the obligations of CICA under such an agreement or contract are solely the responsibility of CICA and are not the responsibility of Twin Rivers Unified School District.

To the extent not covered by insurance or otherwise barred by the California Tort Claims Act, CICA agrees to indemnify and hold Twin Rivers Unified School District and its officers, agents and employees harmless from all liability, claims or demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with the School's operations, or which arise from the provisions of this Charter itself, with the exception of the acts of Twin Rivers Unified School District, its officers, agents and employees in relation to any services provided by Twin Rivers Unified School District to CICA pursuant to this charter or any subsequent operational agreement.

The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided by the California Tort Claims Act.

Administrative Services

Governing Law: The manner in which administrative services of the charter school are to be provided.

--California Education Code Section 47605(h).

It is anticipated that CICA will provide or procure most of its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. CICA is interested in discussing the possibility of purchasing administrative services from Twin Rivers Unified School District. If Twin Rivers Unified School District is interested, the specific terms and cost for these services will be the subject of an annual memorandum of understanding between CICA and Twin Rivers Unified School District and subject to District availability and willingness to provide such services.

Pursuant to California law, the Twin Rivers Unified School District will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. Requirements in addition to completing a career technical education program or equivalent can receive a certificate of primary education.

Element 10: Suspension and Expulsion Procedures

Governing Law: The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntary removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a

suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.--California Education Code § 47605(c)(5)(J).

General Provisions

Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students, of the grounds for all suspension and expulsion recommendations and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, in order to conform to changes in state law.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).
In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of Charter School's student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g., truancy or excessive tardiness.

Element 11: Employee Benefits and Retirement

Governing Law: ***The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.***

-- California Education code Section 47605 (c) (5) (K).

Certificated, Classified, and Other Staff Members

All eligible, full time Certificated employees at California Innovative Career Academy participate in a qualified retirement plan including, but not limited to, California State Teachers Retirement System Cal(STRS) or the federal social security system based on their eligibility to participate. CICA teachers participate in STRS. Non-certificated/classified staff participate in a 401B defined contribution plan.

Employees may have access to other school-sponsored retirement plans and other benefit plans according to policies developed by the Board of Directors and adopted as CICA employee policies. In the event that the Internal Revenue Service adopts regulations barring non-profit entities from participating in the public-funded retirement plan (STRS), employees will be covered by federal social security and/or an employer-sponsored retirement plan as approved by the CICA Board of Directors. CICA will inform all applicants for positions within CICA of the retirement system options for employees of CICA and notify all applicants that accepting employment at CICA may exclude the employee from further coverage in their current retirement system. The Executive Director shall be responsible for ensuring that appropriate arrangements for retirement coverage are made. CICA will develop a mix of salaries and benefits commensurate with location and experience necessary to attract and retain well-trained teachers and staff.

Element 12: Public School Attendance Alternatives

Governing Law: ***The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.***

--California Education Code Section 47605(c)(5)(L).

Pupils of Charter School do not have or gain any right to admission in a particular school of any school district, or program of any school district, as a consequence of applying to or enrolling in Charter School, except to the extent that such a right is extended by the school district.

A pupil who chooses not to attend Charter School may attend a public school within the pupil's school district of residence in accordance with applicable law and that school district's policies and procedures. The pupil alternatively may seek to enroll in another charter school in accordance with applicable law and the terms of the school's charter. If Twin Rivers Unified School District is the pupil's school district of residence, an eligible pupil may pursue an inter-district transfer, if available, in accordance with the admission, enrollment, and transfer policies and procedures of the District, as they may change from time to time.

Element 13: Return Rights of Employees

Governing Law*: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school.*

--California Education Code Section 47605 (c) (5) (M).

No public school district employee shall be required to work at CICA. Persons employed by CICA are not considered employees of Twin Rivers Unified School District or other school district for any purpose whatsoever. Employees of Twin Rivers Unified School District or other school district who resign from employment to work at CICA and who later wish to return to Twin Rivers Unified School District or their previous district shall be treated the same as any other former employee seeking reemployment in accordance with agency policy, applicable law, and applicable bargaining agreements. CICA shall not have any authority to confer any rights to return on Twin Rivers Unified School District or other school district employees.

Employee Representation

Governing Law*: A declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.*

--California Education Code Section 47605 (c) (6).

CICA shall be deemed the exclusive public school employer of the employees of CICA for the purposes of the Education Employment Relations Act ("EERA"). CICA shall comply with the EERA.

CICA is independent from Twin Rivers Unified School District and any District employees who choose to work at CICA shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights

and benefits thereof. All persons employed by CICA shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. CICA employees shall have no employment rights of any kind with Twin Rivers Unified School District.

CICA will develop and maintain an Employee Handbook detailing the rights and responsibilities of all CICA employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, CICA shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. CICA shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. CICA shall be solely responsible for the hiring and compensation of CICA employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any CICA teacher or employee.

***Governing Law*: Except for the requirement that a pupil be a California resident, subdivision (b) of Section 47612 shall not apply to a charter school program that provides instruction exclusively in partnership with any of the following:**

(a) The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101, et seq.).

(b) Federally affiliated Youth Build programs.

(c) Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.

(d) The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14406 or 14507.5 of the Public Resources Code.

-- California Education Code Section 47612.1.

***Governing Law*: Notwithstanding any other provision of law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:**

(1) The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.).

(2) Federally affiliated Youth Build programs.

(3) Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.

(4) The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.

(5) Instruction provided to juvenile court school pupils pursuant to subdivision (b) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.

-- California Education Code Section 47605.1 (f).

CICA will provide all instruction exclusively in partnership with the Greater Sacramento Urban League (GSUL). Per Education Code, all education provided by CICA to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in CICA. The Partnership Agreement between CICA and GSUL will detail the terms required for clients of GSUL to join CICA.

Element 14: Dispute Resolution Procedures

***Governing Law*: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.**

-- California Education Code Section 47605 (c) (5) (N).

Disputes Arising from within CICA

It is the intent of Twin Rivers Unified School District and CICA that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of CICA which do not involve Twin Rivers Unified School District liability or issues of student health or safety will be forwarded to CICA for processing according to procedures adopted by CICA, prior to being addressed by Twin Rivers Unified School District. CICA procedures shall include reasonably expeditious time lines and a full opportunity for parents/guardians of any students who are minors directly affected to express their concerns. Twin Rivers Unified School District will not address the dispute if CICA is able to fully resolve the problem unless CICA requests Twin Rivers Unified School District involvement.

Disputes between CICA and Twin Rivers Unified School District

CICA recognizes that it cannot bind *Twin Rivers Unified School District* to a dispute resolution procedure to which Twin Rivers Unified School District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. CICA is willing to consider changes to the process outline below as suggested by Twin Rivers Unified School District. CICA and Twin Rivers Unified School District will be encouraged to attempt to resolve any disputes with CICA amicably and reasonably without resorting to formal procedures.

In the event of any dispute between CICA and Twin Rivers Unified School District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to Twin Rivers Unified School District's Superintendent or designee, and the CICA Principal. The Principal and the Superintendent or designee shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable mediator, for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law. The cost of the mediator shall be equally split between the parties.

CICA shall timely notify Twin Rivers Unified School District of any and all complaints filed against CICA by its employees, students, parents, and vendors, involving violations of the Charter, the MOU, state or federal law, or alleged financial mismanagement.

Revocation Protocol

CICA and Twin Rivers Unified School District agree that the dispute resolution procedure set forth above shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, Twin Rivers Unified School District shall provide CICA with written notice of its belief and an opportunity to meet with and respond to Twin Rivers Unified School District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless Twin Rivers Unified School District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(g) and its implementing regulations. Thereafter, if Twin Rivers Unified School District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

Potential Civil Liability Effects

***Governing Law*: Potential civil liability effects, if any, upon the charter school and upon the school district.**

-- California Education Code Section 47605(h).

CICA shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of CICA or for claims arising from the performance of acts, errors or omissions by CICA if the authority has complied with all oversight responsibilities required by law. CICA shall work diligently to assist Twin Rivers Unified School District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure CICA shall not be liable for the operation of CICA.

Further, CICA and Twin Rivers Unified School District shall enter into a memorandum of understanding, wherein CICA shall indemnify Twin Rivers Unified School District for the actions of CICA under this charter.
The corporate bylaws of CICA shall provide for indemnification of the Twin Rivers Unified School District's Board, officers, agents, and employees, and CICA will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of Twin Rivers Unified School District and the Twin Rivers Unified School District insurance company for schools of similar size, location, and student population. Twin Rivers Unified School District shall be named an additional insured on the general liability insurance of CICA.

The CICA Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Element 15: Procedures for Closing

***Governing Law*: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.**

-- California Education Code Section 47605 (c) (5) (O).

The following procedures shall apply in the event CICA closes. The following procedures apply regardless of the reason for closure. Closure of CICA shall be documented by official action of the Board of Directors of CICA. The action shall identify the reason for closure. The CICA Board shall promptly notify Twin Rivers Unified School District, within 10 business days, of the closure and the effective date of the closure. The official action shall also identify an entity responsible for closure-related activities. The entity responsible for implementing the closure procedures shall be experienced in dissolution and closure of public educational programs and shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records and payment of debts and liabilities and distribution of remaining assets. The CICA Board of Directors shall also notify the County Office of Education, the Schools' SELPA, the retirement systems in which the School's employees participate (i.e., Public Employees Retirement System, State Teachers Retirement System, and federal social security), and the California Department of Education of the closure, as well as the effective date of the closure. This notice will also include the name(s) of and the contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which parents/guardians (in the case of a minor) may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements.

The CICA Board of Directors shall also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board shall provide to the entity responsible for closure-related activities. CICA Board of Directors shall ensure notification to the parents and students of the School of the closure and provide information to assist parents and students in locating suitable alternative programs. This notice shall

be provided promptly, within ten (10) business days following CICA's decision to close the School.

As applicable, CICA will provide parents, students and Twin Rivers Unified School District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. CICA will ask Twin Rivers Unified School District to store original records of CICA students. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

All state assessment results, special education records, and personnel records shall be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, CICA shall prepare final financial records. CICA shall also have an independent audit completed as soon as is reasonably practical, which period is generally no more than six months after closure. CICA shall pay for the final audit. The audit shall be prepared by a qualified Certified Public Accountant selected by CICA and shall be provided to Twin Rivers Unified School District promptly upon completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to CICA.

CICA will complete and file any annual reports required pursuant to Education Code section 47604.33.
On closure of CICA, all assets of CICA, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending CICA, after all payment of debts and liabilities and refunds to applicable agencies, shall be distributed to another charter school operating within Twin Rivers Unified School District or shall revert to Twin Rivers Unified School District. Any assets acquired from CICA will be promptly returned upon CICA closure to Twin Rivers Unified School District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, CICA shall remain solely responsible for all liabilities arising from the operation of CICA.
As CICA is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of CICA, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in the Appendix, CICA will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Occupational & Community Advisory Committees

CICA will have an occupational advisory committee composed primarily of potential employers of graduates, which will aid the school in curriculum and other relevant decision making. CICA will also have a general Community Advisory Committee to allow other community stakeholders to actively participate in the school.

Nine Facets of the School

Following the A to Z Model of Formal Education, CICA recognizes nine primary categories of components that are important for an educational institution to have to succeed, including:

- Organizational System and Structures
- Participants (Students, Teachers, Staff, other Stakeholders)
- Methods of Quality Assurance and Improvement
- Regulations, Laws, and Contracts the School Must Abide by
- Setting and Context of the School (This was included at the start of the petition)
- Technology Utilized by the School for Administrative and Educational Purposes

- Understanding and Research to Guide the School
- Physical Assets including Venues (Facilities), Vehicles, and Supplies
- Wealth in the form of Revenue and Finances
- We will utilize all these components in ways that will help optimize our ability for students to learn, and to be able to serve the most number of students who are in need.

Required Exclusive Partnership

Governing Law: ***Notwithstanding any other provision of law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:***

(1) The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 2801 et seq.).

(2) Federally affiliated Youth Build programs.

(3) Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.

(4) The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.

(5) Instruction provided to juvenile court school pupils pursuant to subdivision (b) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.

-- California Education Code Section 47605.1 (f).

CICA will provide all instruction exclusively in partnership with the Greater Sacramento Urban League (GSUL). Per Education Code, all education provided by CICA to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in CICA. The Partnership Agreement between CICA and GSUL will detail the terms required for clients of GSUL to join CICA**.**

Appendix A

The Five Year Plan

	2019-2020	2020-2021 Initial Year	2021-2022 Accreditation	2022-2023 Improve	2023-2024 Data Driven
Academic Subjects		Start Learning Lab & Applied Academic Courses	WASC Accreditation	All programs will improve internal procedures and educational methods so that Student Learning Outcomes are	Recognizing a need for data driven decisions and an inherent inability to fully predict timelines, this year will be used to "catch up" with what
Industrial Arts & Construction Programs		Start Truck & Bus Driving, and HVAC/RCOE Candidate	WASC & COE Accreditation Start new programs		

				improved school-wide	was not fully completed
ESL	Apply for WIOA Title 2 ESL Grant	Start small ESL program	Grow ESL programs WASC & COE		previously
Business & ICT		Start Entrepreneurship Program	Start Office Tech. WASC & COE		
Careers in Education	Apply for WIOA Title 2 Family Literacy Grant		Start Vocational Parent Education Program	Plan CCTC or partnership	Start new programs
Other New Programs (Medical, etc.)				Determine programs	Start new programs

Amendment of Charter

Any amendments to this charter shall be made by the mutual agreement of the governing boards of Twin Rivers Unified School District and CICA. CICA may present a petition to amend the charter at any time, and Twin Rivers Unified School District agrees to respond to such petitions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

Cooperation

Twin Rivers Unified School District agrees to cooperate with CICA in all matters related to the implementation of this charter and interactions with the California State Board of Education.

Severability

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Twin Rivers Unified School District's Board of Trustees and CICA Board of Directors.

Annual Calendar

The school will offer instruction for at least 175 days a year using independent study contracts referred to as a Master Agreement, and following all applicable independent study laws (Education Code Section 51745-51749.3, and implementing regulations). The calendar will be similar to California Innovative Career Academy with a five track attendance calendar reflecting 175 instructional days broken into the 5 tracks.

Exclusive Partnerships

One way that we will meet the needs of our students is through community partnerships. We have exclusive partnerships

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

Workforce Innovation and Opportunity Act (WIOA)

In 2014, the US Department of Labor signed the Workforce Innovation and Opportunity Act (WIOA), formerly known as the Workforce Investment Act (WIA), into law. It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs. California Innovative Career Academy will apply for a WIOA grant for the 2019-20 school year. Our plan is to use portions of the grant to fund positions such as the Reading Specialist and test proctors to assist our students in literacy and testing. The extra grant funding will allow us to fund in areas such as technology. It will provide us the opportunity to purchase laptops, laptop carts, and computers.

Responsibilities of all Employees

All employees have a responsibility to:

- take reasonable care for the health and safety of themselves and of any person who might be affected by their acts or omissions at work;
- co-operate with Administration and others in meeting statutory requirements;
- not interfere with or misuse anything provided in the interests of health, safety and welfare;
- make themselves aware of all safety rules, procedures and safe working practices applicable to their posts; where in doubt they must seek immediate clarification from Administration;
- ensure that tools and equipment are in good condition and report any defects to Administration;
- use protective clothing and safety equipment and ensure that these are kept in good condition;
- ensure that offices, general accommodation and vehicles are kept tidy;
- ensure that any accidents, whether or not an injury occurs, and potential hazards are reported to Administration.

WHENEVER AN EMPLOYEE IS AWARE OF ANY POSSIBLE DEFICIENCIES IN HEALTH AND SAFETY ARRANGEMENTS SHE/HE MUST BRING THESE TO THE ATTENTION OF ADMINISTRATION.
Please note the following:

It must be realized that newly appointed employees could be particularly vulnerable to any risk and it must be ensured that all relevant health and safety matters are brought to their attention at an early stage. Whilst it is an administrative responsibility to instruct all employees in safe working procedures in relation to their posts and workplaces, employees may from time to time find themselves in unfamiliar environments. In such cases, the employee concerned should be particularly alert for hazards and, whenever possible, ensure they are accompanied by a person familiar with the environment or that they are advised of specific hazards.
All volunteer helpers will be expected, as far as reasonably possible, to meet the same standards require of employees.
Responsibilities of Students
All students are expected, within their expertise and ability, to:

- exercise personal responsibility for the safety of themselves and their fellow students;
- observe standards of dress consistent with safety, hygiene and programmatic dress codes this would preclude unsuitable clothing and items considered dangerous;

- observe all the safety rules of the school and in particular the instructions of the teaching staff in the event of an emergency;
- use and not willfully misuse, neglect or interfere with items provided for safety purposes.

Visitors

Regular visitors and other users of the premises (e.g., contractors and delivery people) are expected, as far as reasonably possible, to observe the safety rules of the school.

Pupil Records

CICA shall at all times maintain pupil records in accordance with any pupil record system utilized by CICA, or as agreed upon by CICA (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site within CICA.

Notwithstanding Education Code section 47610, CICA shall voluntarily agree to comply with Education Code sections 49060 through 49079. Given that these sections do not apply to a charter school, should CICA seek an exception to these sections, it shall seek the same from CICA, and such agreement shall not be unreasonably withheld. Charter School pupil records maintained by CICA shall be made available for inspection by CICA at any time for purposes of verifying that CICA is in compliance with all state and federal laws, its Charter, and MOU, as applicable.

Impact Statement

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district.
Education Code Section: 47605(h).

Fire Prevention Equipment

Arrangements are made to regularly monitor the condition of all fire prevention equipment. This would include the regular visual inspection of fire extinguishers and the fire alarm system.

Highlands Community Charter School

2019-2020 School Calendar

July 2019						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2019						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

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

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

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

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

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

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

Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School**

Important Dates and School Holidays

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

California Innovative Career Academy

CICA Intent to Revoke Response



January 2, 2026

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Notice of Violation: Grade Levels

CICA is continuing to operate the grades contained in the charter.

TRUSD Review	CICA Response	Evidence
Tardiness in responding to the Material Revision requirement	CICA's original charter petition stated that HCCS would serve adults aged 22 years and older but did not specify grades. CICA is refuting the District's assertion that the school can only offer grades 1, 2, and 12.	Attached please find a statement of refutation.

Notice of Violation: Locations

CICA originally proposed operating at 14 student serving sites and 3 admin sites in its material revision. However, CICA is now proposing to operate at 13 student serving sites and 2 administrative sites. These sites are accurately reflected in the CICA material revision. If TRUSD approves the CICA material revision, the locations violation will be resolved. If CICA material revision is not approved, CICA will return to only sites approved in MOU Amendment #3.

TRUSD Review	HCCS Response	Evidence
Tardiness in responding to the Material Revision requirement	CICA acknowledges that MOU Amendment No. 3 between TRUSD and CICA dated 01/25/24 contains a list of approved sites where TRUSD has agreed to allow CICA to operate. CICA acknowledges operating sites not listed in the MOU Amendment No. 3 and has drafted the	CICA revised material revision board approved 1/2/26. HCCTS updated board policy for opening and closing procedures which now includes authorizer

	CICA material revision with updated sites that clearly shows which sites CICA is currently operating in for both serving students and providing office space for staff. CICA hopes that the material revision will be approved by TRUSD and the issue will be resolved.	approval for the addition of any new site, board approved by HCCTS on 12/02/25 and sent to TRUSD on 12/02/25.
Unable to assert the item is remedied until the Material Revision is reviewed by TRUSD Board of Trustees	If the material revision is approved, CICA will operate at the new approved locations. As a result, this issue is fully remedied regardless of whether TRUSD agrees to the material revision or compels the charter school to only operate at facilities included in MOU Amendment No. 3.	CICA drafted a detailed plan which outlines how CICA will return from the sites where we are currently serving students back to MOU Amendment No. 3 sites. This was sent to TRUSD on 11/20/25. CICA drafted another detailed plan which shows where and how CICA will close sites between January to June of 2025, consistent with the locations approved in the material revision. This was provided to TRUSD on 12/01/25. The HCCTS Board of Directors will be revising the closure plan on January 8, 2026 to reflect the additional site closures contained in the revised material revision. (See attached revised material revisions).
If the Material Revision is not approved, TRUSD would require further actions to cease	CICA is committed to aligning with TRUSD for operating only within the approved sites. If TRUSD denies the CICA material revision, CICA has a plan to return to the CICA locations	

operations and address ongoing expenses at the locations not listed in the MOU Amendment No. 3.	approved in MOU Amendment No.3. Regardless of which sites are approved by TRUSD, the school is committed to reducing its facilities costs in alignment with its lower enrollment, and has developed a plan to generate significant savings through termination of now unnecessary facilities leases.	

Notice of Violation: Independent Audit Report

HCCTS contracted with Eide Bailly to conduct the 2023–24 audit. While a draft was provided on May 9, 2025 and again on October 10, 2025, the process was significantly delayed due to a combination of external and internal factors which include:

- Eide Bailly's 2022–23 audit being selected for review by the State Controller, which diverted capacity and slowed the 2023–24 work.
- Errors identified in the draft related to unduplicated pupil counts, which required national-level review and corrections, and
- Additional testing required following the release of the California State Auditor's report, which heightened risk assessments.

The report however is now complete, and has been filed with the District.

TRUSD Review	HCCS Response	Evidence

HCCS provided a draft of the reports on 10/10/25	The delay in providing the independent audit is due to factors outside of HCCTS' control. HCCTS contracted with a vendor approved by the State Controller to produce the audit in a reasonable time frame, and that vendor was not able to deliver a completed product. As delays have mounted HCCTS has taken every step possible to produce a completed audit. In order to comply to the extent possible, HCCTS has provided TRUSD with two drafts of the audit as supplied by Eide Bailly. On 12/02/25 HCCTS accepted the independent audit produced by Eide Bailly for HCCTS for the 2023-2024 school year. The audit report was finalized by Eide Bailly on 1/1/26.	CICA sent TRUSD a comprehensive list which contained all the communication HCCTS had with Eide Bailly from 2023-2025 CICA sent TRUSD a letter from Eide Bailly regarding State Controller and State Auditor dated 04/17/25. CICA sent TRUSD a legal letter HCCTS had drafted by legal counsel at YM&C which was sent on 9/11/25 demanding Eide Bailly release the audit See attached audit report.
Although HCCTS has taken action to resolve the issue, this item remains open until the final audit report is received	HCCTS has now accepted the final audit draft, and it has been filed with the District.	HCCTS sent TRUSD Independent State Audit completed by Eide Bailly for HCCTS on 05/09/25. HCCTS sent TRUSD the updated Independent State Audit for HCCTS on 10/08/25. HCCTS sent TRUSD Document requests from Eide Baily that were fulfilled by

		HCCTS. The audit report has been filed with the district.

Notice of Violation: Instructional Minutes

TRUSD Review	CICA Response	Evidence
Pacing guides are unclear	CICA provided TRUSD with pacing guides in the prior year that were developed for Edmentum, the online curriculum previously used at CICA. At the beginning of the 2025-2026 school year, CICA adopted Savvas as the new curriculum. This change took place and was implemented on 08/14/25. Following the implementation of Savvas, CICA provided TRUSD with pacing guides for Savvas on 10/31/25.	CICA sent TRUSD the 2025-2026 Instructional Minutes Report
Unclear how time values are determined	CICA utilizes an assigned work record document that requires teachers to track student assignments and determine the time value of each assignment. Credentialed teachers are required to complete these forms for all students for each learning period. This process accounts for the variability in the time it takes each student to complete the same assignments. For ELLs sometimes students take more time or need additional support, while high performing students take less. Here, teachers utilize a pacing guide and curriculum maps to keep students on track in	CICA sent TRUSD the following items on 10/31/25: Savvas Algebra Pacing & Planning Guide Savvas Geometry Pacing & Planning Guide Savvas American Government Pacing & Planning Guide

	completing courses, but retain the flexibility required by students who need an independent study model. The assigned work record form was sent to TRUSD on 10/31/2025 along with Savvas pacing guides and curriculum tools.	Savvas Curriculum Map Savvas Curriculum Map Grade 9 Savvas Curriculum Map Grade 10 Savvas Biology Pacing & Planning Guide Savvas Chemistry Pacing & Planning Guide Savvas Economics Pacing & Planning Guide Savvas Pre-Algebra Pacing Guide Savvas US History Interactive Planning Guide Savvas World History Interactive Planning & Pacing Guide Savvas California Ethnic Studies Teacher Guide Savvas Business Computer Applications Pacing Guide
Unclear as to how the assignments are	CICA teachers assign work in Savvas which is automatically graded and they also assign work which	CICA sent TRUSD the following items on 10/31/25:

scored and what method of evaluation was used to show if students are meeting learning objectives	they must manually grade. CICA teachers are responsible for ensuring that all student work is appropriately graded. All submitted independent study work samples are graded as part of the compliance requirements and CICA's policies. The time value-earned for each student depends on the ability of each student and the certificated teacher's judgment.	CICA Student Work Sample Training Slides CICA Student Work Sample Guidelines CICA Independent Study Compliance training from October 2025 CICA Student Work Samples CICA Learning Report Example
Multiple concerns with agreements remain. (Not provided in student's language, agreements not clear, etc.)	In the 2024-2025 school year, CICA has created master agreements for students in the following languages: ● English ● Russian ● Ukrainian ● Farsi ● Pashto ● Spanish In the 2025-2026 school year, CICA is in the process of drafting master agreements in these additional languages: ● Dari	CICA provided TRUSD the following items on 10/31/25: CICA Master Agreement Training CICA Master Agreement in Russian CICA Master Agreement in Ukrainian CICA Master Agreement in Farsi CICA Master Agreement in Pashto CICA Master Agreement in Spanish

	• Vietnamese • Mandarin • Arabic • Hmong Master agreements will be made available in any additional language as requested by students.	

Notice of Violation: Teacher Credentialing & Misassignments

TRUSD Review	**HCCS Response**	**Evidence**
The monthly assignment monitoring data provides evidence that HCCTS has changed staffing practices and reformed to comply with the law moving forward	CICA is in full compliance with teacher credentialing and reports.	**No additional evidence required because TRUSD found that this issue has been remedied.**
HCCTS staff have become more knowledgeable about credentialing options to ensure compliance	CICA credentialing coordinators have been trained and are working closely with TRUSD, SDCOE, and CTC to ensure full compliance.	
HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing	CICA is committed to teacher credentialing compliance.	

Notice of Violation: Exclusive Partnership Agreement/ Truck Driving Program

HCCTS discontinued the relationships between the truck driving program and outside agencies, including Local 185, Sacramento County Sheriff, and Sacramento Police. These partnerships officially ended on January 14, 2024 and the truck driving program was discontinued on June 30, 2025 for all HCCTS students. At this time, there is no plan in place to bring back the truck driving program.

TRUSD Review	HCCS Response	Evidence
Lack of evidence that proves the partnerships with outside entities were terminated	The CICA truck driving program was discontinued on 06/30/25. There are no partnerships with any outside entities at this time because the program no longer exists. Detailed evidence of this has been provided to TRUSD between December 2024 and November 2025. CICA acknowledges that students not enrolled in a WIOA program were previously enrolled in the truck driving program, but this practice was discontinued in January 2024. The intent of the partnerships were to benefit the wider community and the school through mutually beneficial cooperation, but CICA acknowledges that there should have been an agreement where these participants were registered in CalJobs to avoid a violation of our exclusive partnership.	HCCTS provided TRUSD with a Letter to CICA from Sacramento County Sheriff Jim Cooper dated 01/23/25. HCCTS has provided TRUSD with the Letter to CICA from the Sacramento Police Department requesting that CICA continue the partnership. HCCTS provided TRUSD with the email sent from Sergey Ivanyuk (CICA Truck Driving Coordinator) to the truck driving team regarding the discontinuation of the partnerships with Sacramento Police, Sacramento Sheriff, and Labor Union 185 on 01/15/25. HCCTS provided TRUSD with the email sent from Sacramento County Sheriff's

	The benefit to the community and the end of the partnership are both demonstrated by the Sacramento County Sheriff's appeal to the former interim Executive Director to not discontinue the partnership. These formal letters and emails were sent to TRUSD. Last month, CICA also provided letters to TRUSD from its former partner organizations in which they note the date the partnership was terminated.	Office to HCCTS former Executive Director, Bill McGuire requesting to continue the trucking driving partnership on 01/23/25. HCCTS provided TRUSD with the email sent from Bill McGuire to Stephen Scarrazzo at the Sacramento County Sheriff's Office on 02/01/25 outlining changes CICA is making with partnerships. HCCTS provided TRUSD with a letter from the Sacramento Police Department on 11/06/25 which affirms that the partnership with HCCTS ended in January of 2024. HCCTS sent TRUSD a letter dated December 20, 2024 stating that HCCTS will no longer serve non-students starting January 2025.
The CTE Instructor's statements were inconsistent with HCCS's response	HCCS' response is supported by all entities with which it had partnerships as evidenced by their letters. Two of these entities are law enforcement agencies. The District is improperly relying on a statement from one former employee over the statement of not just the school, but multiple	All HCCTS truck driving employees from the 2024-2025 school year are no longer employees at HCCTS, so it is not possible for a current instructor's statements to be inconsistent with that of the school.

	credible outside agencies who sent the individuals to participate in the truck driving program. In light of the new evidence, HCCS requests that the District re-weigh the evidence in light of the letters provided by outside agencies and consider this issue fully resolved.	HCCTS provided TRUSD with the former Truck Driving employee Names, roles, and dates of employment. Letters were provided by outside agencies in support of HCCTS' position.

Notice of Violation: Fiscal Mismanagement San Diego

TRUSD Review	HCCS Response	Evidence
The property has not been sublet	HCCTS terminated the San Diego lease agreement on 11/15/25 and paid the final bill on 11/17/25. These items were sent to TRUSD on 11/18/25.	On 10/26/25, HCCTS sent TRUSD information regarding the San Diego lease agreement that contained the actions taken by HCCTS. HCCTS informed TRUSD that the space was empty, and we provided the contract between HCCTS and Newmark real estate agency to show the intention to sublet. HCCTS provided to TRUSD evidence of lease termination.
The lease remains in place with expenses ongoing	The lease has been terminated and there are no additional ongoing expenses.	On 11/29/24, HCCTS asked a remote worker living in San Diego to vacate the space where he had been working

		On 06/03/25, HCCTS disconnected the internet and all utilities On 03/27/25, HCCTS contracted with Newmark to sublet the space in San Diego. On 11/04/25, having no interested parties to sublet, HCCTS requested to terminate the lease agreement for the San Diego location. HCCTS terminated the San Diego lease agreement on 11/15/25 and paid the final bill on 11/17/25.
The past moneys spent on the expensive property, which was not directly used for HCCTS students has not been addressed or remedied.	CICA has vacated the property. CICA can only attempt to mitigate the financial loss associated with the lease by subletting the property at the most favorable rate it can obtain or terminating the lease to mitigate further losses. CICA attempted first to sublet the property but found that not to be feasible, so it terminated the lease to help mitigate further financial losses. CICA requests that the District find that the charter school has remedied this matter through terminating the lease. The intent of the revocation statute is to bring a charter school into compliance with law and its charter. This has	On 10/31/25 HCCTS met with TRUSD and reviewed the evidence for San Diego. On 11/18/25 HCCTS sent TRUSD the lease termination and final check to show that the lease in San Diego was fully terminated.

	happened here. The law was never intended to be applied in a manner that would effectively require a charter school to be perfect in all of its operations because any issue could later support revocation even after it is corrected.	
	HCCTS has implemented stronger financial controls, including requiring written authorization from the District with an attendant fiscal analysis before presenting any potential site to the HCCTS Board.	On 12/02/25, HCCTS updated BP 7150.5 School Site Opening and Closure Policy, which addresses the process of opening and closing sites. This policy ensures that all sites have a benefit to students, and requires a written report analyzing the financial analysis which must be submitted to the school's authorizer prior to opening.

CONCLUSION

CICA has worked diligently to fully address every issue in the Notice of Violation presented by TRUSD. The school has remedied all of these issues through board changes, administrator changes, policy changes, procedure changes, staffing changes, staff training, accountability to implement new policies, and stopping bad fiscal and operational decisions of prior leadership. This has all been part of Building Highlands Back Better. There is still more work to do, but the changes made to date fully remedy the concerns expressed in your notice. We are determined to make you proud of CICA again. Amidst all of these changes, it is important that none of us lose sight of the students served by CICA. There is no program like ours in the community, and a school closure would impact them dramatically. Please carefully consider what this program means to them, how much work we have put in to turn this school around, and how committed the new leadership team is to making this school even better in the years ahead.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

January 2, 2026

Dr. Steven Martinez
Superintendent
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

RE: Refutation of the Grade Level Changes Notice of Violation for CICA

Dear Dr. Martinez,

On June 12, 2025, TRUSD issued a Notice of Violation to the HCCTS Board of Directors and former Executive Director, Bill McGuire, alleging that California Innovative Career Academy (CICA) violated its charter by enrolling "students in grades 9 and 10 without submitting a material revision request." TRUSD asserted that CICA's charter only authorizes it "to provide instruction to students in grades 1, 2, and 12."

In the Petition for the California Innovative Career Academy on page 5 within the overview, specific grade levels are not stated. Further, on page 14 under "Determining Academic Standing (Grade Level)," the petition states, "upon admission to CICA, a student's grade level will be determined based upon transcripts of their past coursework, their assessment from the CASAS test, and their age. Students who are at a high school level (9th through 12th grade), based upon credits and assessment, will be assigned to their grade level based upon age. Students who are at a primary school level (8th grade and below), based upon a lack of credits or low assessment scores, will be assigned to a grade level based primarily upon assessment."

As cited above, the petition outlines that CICA can serve students in grades 9-12 or 8th grade and below. It does not state that CICA serves only grades 1, 2, and 12. CICA, therefore, respectfully refutes the June 12, 2025, Notice of Violation area "Grade Level Changes" and requests that the District withdraw this Notice for CICA.

If you have any questions or further concerns regarding this matter, please do not hesitate to reach out to me.

Sincerely,

Jonathan Raymond

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Executive Director

A Comprehensive High School Grade-Level Transition and Implementation Plan for Adding Grade 11

Highlands Community Charter School and California Innovative Career Academy

Context and Overview

Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA), consistent with proposed material revisions, are prepared to transition from the grade configuration outlined in the 2019 petition to a fully aligned 9th–12th grade high school model. Under the existing petition, both schools operate Grades 9, 10, and 12. With approval of the material revisions, Grade 11 will be added to create a complete, sequential high school pathway designed to support adult learners in completing diploma requirements with appropriate scaffolds and academic guidance.

All current and incoming students will undergo a comprehensive transcript evaluation process. This protocol includes verifying accrued credits, reviewing course histories, determining progress toward graduation requirements, and analyzing CASAS Reading scores and internal diagnostics to assign each student to the appropriate grade level—9, 10, 11, or 12—within the revised structure.

The transition to a four-grade high school model strengthens academic sequencing, reinforces accurate placement based on transcripted coursework, and ensures students have clear, developmentally appropriate access to the state-aligned high school curriculum and career pathway supports.

Evidence of Readiness to Implement Grade 11

HCCS and CICA demonstrate full operational readiness to implement Grade 11 upon approval of material revisions. The schools have the staffing structures, instructional materials, assessment systems, and administrative infrastructure needed to support an expanded grade configuration.

Key components of readiness include:

- **Credentialed Teachers:** Both schools employ fully credentialed teachers prepared to deliver Grade 11 coursework.
- **Curricular Infrastructure:** The currently adopted Savvas curriculum for Grades 9 and 10 will be expanded through the purchase and implementation of appropriately standards-aligned 11th-grade Savvas materials to ensure vertical coherence and full standards alignment across Grades 9–12.
- **Master Scheduling Capacity:** Existing master schedules can be expanded to include Grade 11 sections without disruption to current programming.
- **Counseling and Transcript Evaluation Systems:** Both schools have established transcript review protocols, graduation planning systems, and assessments that ensure accurate grade-level placement and progression tracking.
- **Data and Compliance Infrastructure:** Enrollment, CALPADS reporting, and SIS configurations are fully capable of supporting Grade 11 coding and monitoring.

These elements collectively demonstrate the schools' capacity to operationalize Grade 11 immediately upon approval and ensure full compliance with district expectations.

Detailed Plan for Adding Grade 11

A. Placement and Grade-Level Determination

Grade 11 will serve as the intermediate academic year between Grades 10 and 12, providing students with rigorous standards-based instruction and structured preparation for diploma completion. Placement into Grade 11 will be determined through:

- Transcript review and verification of accrued credits
- Analysis of academic progress toward graduation requirements
- Evaluation of CASAS and internal diagnostic assessments
- Counselor review of academic readiness, career goals, and pathway alignment

Students placed in Grade 11 will receive:

- Grade 11 college- and career-preparation

- Embedded academic and language support across content areas
- CTE exploration opportunities and guidance on pathways available across HCCS and CICA
- Ongoing monitoring and check-ins to ensure students remain on track for Grade 12 coursework

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Operational Readiness for Grade 11 Implementation

To ensure immediate and seamless implementation of Grade 11, HCCS and CICA have prepared the following:

- **Updated Master Schedules:** Integration of Grade 11 sections aligned to staffing and credentialing.
- **Curriculum and Materials:** Acquisition of Savvas Grade 11 curriculum and supplemental instructional resources.
- **Professional Development:** Teacher preparation for Grade 11 instructional delivery, pacing guides, and assessment practices.
- **Data Systems:** SIS and CALPADS updates to ensure Grade 11 enrollment and reporting accuracy.
- **Counseling Protocols:** Revised academic pathways, graduation audits, and credit checks to reflect the 9–12 model.

All operational components—including instruction, data systems, staffing, facilities, and counseling—are fully prepared for the expanded grade configuration.

Student Transition Process

A. Transitioning Students Into Grade 11

Upon approval of the material revisions, HCCS and CICA will implement a structured, evidence-based transition process that includes:

1. **Transcript Evaluation:** Verification of credits earned, course histories, and alignment to diploma requirements.
2. **Assessment Review:** Use of CASAS and internal diagnostics to support placement decisions.
3. **Counselor Review:** Individualized evaluation of academic goals, career pathways, and readiness for upper-division coursework.
4. **Grade Assignment:** Placement into Grades 9, 10, 11, or 12 based on verified credit standing and academic readiness.
5. **Student Orientation:** Clear communication of expectations, course requirements, schedules, and available supports.

This ensures accurate and equitable placement across all high school grade levels.

B. Transitioning Students Back to Approved Grades (If Needed)

If material revisions are not approved, HCCS and CICA will:

- Maintain the grade configuration authorized in the 2019 petition (Grades 1, 2,, and 12).
- Reassign any students preliminarily identified for Grade 11 back to Grade 12 based on transcript and diagnostic assessment review.
- Ensure all grade-level adjustments maintain CALPADS accuracy and compliance.
- Provide counseling support to ensure clarity regarding credit requirements and academic progression.

This ensures compliance without disruption to instruction or student pathways.

Conclusion

This transition plan demonstrates that Highlands Community Charter School and California Innovative Career Academy are fully prepared to implement Grade 11 upon approval of the material revisions. The plan articulates operational readiness, curriculum alignment, transcript-driven placement procedures, and robust student support systems that ensure accurate grade-level assignment and sustained progress toward diploma completion.

Whether transitioning to a complete Grade 9–12 configuration or reverting to the 2019 petition grade structure if required, both schools remain committed to compliance, academic rigor, and high-quality instructional access for all adult learners.

From: **Scott Gustafsson** <sgustafsson@eidebailly.com>
Date: Thu, Apr 17, 2025 at 11:11 AM
Subject: RE: HCCTS Audit - TRUSD Notice of Concern
To: Matthew Lemos <matthew.lemos@hccts.org>, Jonathan Clement <jclement@eidebailly.com>
Cc: Melissa Roberson <melissa.roberson@hccts.org>, Maryana Mazyak <maryana.mazyak@hccts.org>

Hi Matthew,

Regarding the deadline of tomorrow that cannot be achieved for a report issuance. Currently we are working through final review of workpapers and final drafting of the report and then it will need to go to our national office for their review and approval due to the prior period restatement. I have met with the team just now and we will be moving folks off other projects this week and next so that Highlands is the only priority on everyone's list until it's completed. With that being said it's possible we could issue as soon as next week at the end of the week but I would realistically expect that it's more likely we would have a final draft to you around end of next week with a final review and approval from you and the national office completed the following week and issuance at that time during the week of April 28th. Unfortunately, we had significantly underestimated the time it would take for us to work through the comments, recommendations, and concerns from the various SCO, State Auditor's Office, and the attendance reviews that have been ongoing or were completed as we needed to be careful to address everything noted that may be relevant to the audit.

Thank you,

Scott Gustafsson | CPA | CFE | CITP

sgustafsson@eidebailly.com

Partner

Eide Bailly LLP

10681 Foothill Blvd., Ste. 300

Rancho Cucamonga, CA 91730-3831

DRAFT 5-9-2025

Financial Statements
June 30, 2024

Highlands Community Charter and Technical Schools

(Operating: Highlands Community Charter School #1674 and California Innovative Career Academy #2072)

DRAFT 5-9-2025

Highlands Community Charter and Technical Schools

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DRAFT 5-9-2025

Independent Auditor's Report

Governing Board
Highlands Community Charter and Technical Schools
Sacramento, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Highlands Community Charter and Technical Schools (the Organization) (a California Nonprofit Public Benefit Corporation), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Highlands Community Charter and Technical Schools as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States *(Government Auditing Standards)*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Correction of an Error

As discussed in Note 8 to the financial statements, the Organization restated the beginning net assets balance to reflect an understatement of accounts payable from the previous period. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information such as the schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and other supplementary

information on pages 19-26 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and other supplementary information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the financial statements. The other information comprises the Local Education Agency Organization Structure but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated _____, 2025 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Rancho Cucamonga, California
_____, 2025

DRAFT 5-9-2025

Highlands Community Charter and Technical Schools
Statement of Financial Position
June 30, 2024

Assets	
Current assets	
Cash	$ 47,720,201
Receivables	24,681,067
ERC receivable	3,698,515
Prepaid expenses	11,553,298
Total current assets	87,653,081
Non-current assets	
Security deposit	321,181
Property and equipment	2,289,902
Operating lease right-of-use asset	21,037,274
Finance lease right-of-use asset	38,343
Total non-current assets	23,686,700
Total assets	$ 111,339,781
Liabilities	
Current liabilities	
Accounts payable and accrued liabilities	$ 22,350,443
Refundable advance	87,192
Current portion of operating lease liability	6,583,137
Current portion of finance lease liability	38,343
Total current liabilities	29,059,115
Long-term liabilities	
Operating lease liability, less current portion	15,901,513
Total liabilities	44,960,628
Net Assets	
Without donor restrictions	55,768,861
With donor restrictions	10,610,292
Total net assets	66,379,153
Total liabilities and net assets	$ 111,339,781

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Highlands Community Charter and Technical Schools
Statement of Activities
Year Ended June 30, 2024

	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenues			
Local Control Funding Formula	$ 149,977,873	$ 1,720,706	$ 151,698,579
Federal revenue	-	2,109,495	2,109,495
Other state revenue	2,408,816	11,665,012	14,073,828
Local revenues	1,655,301	-	1,655,301
Net assets released from restrictions	16,491,170	(16,491,170)	-
Total support and revenues	170,533,160	(995,957)	169,537,203
Expenses			
Program services	127,776,000	-	127,776,000
Management and general	28,350,832	-	28,350,832
Total expenses	156,126,832	-	156,126,832
Change in Net Assets	14,406,328	(995,957)	13,410,371
Net Assets, Beginning of Year	54,179,158	11,606,249	65,785,407
Prior Period Adjustment (Note 8)	(12,816,625)	-	(12,816,625)
Net Assets, Beginning of Year, as Restated	41,362,533	11,606,249	52,968,782
Net Assets, End of Year	$ 55,768,861	$ 10,610,292	$ 66,379,153

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Highlands Community Charter and Technical Schools
Statement of Functional Expenses
Year Ended June 30, 2024

	Program Services	Management and General	Total Expenses
Salaries	$ 49,101,391	$ 5,312,628	$ 54,414,019
Employee benefits	6,879,138	2,105,900	8,985,038
Payroll taxes	11,654,822	-	11,654,822
Fees for services	6,110,802	17,545,142	23,655,944
Office expenses	3,353,559	2,922,934	6,276,493
Information technology	12,934,088	-	12,934,088
Occupancy	14,048,888	209,560	14,258,448
Travel	2,899,796	-	2,899,796
Interest	3,364	-	3,364
Depreciation and amortization	-	254,668	254,668
Amortization of right-of-use asset	63,189	-	63,189
Insurance	489,120	-	489,120
Other expenses	166,350	-	166,350
Capital outlay	15,301,408	-	15,301,408
Instructional materials	1,425,029	-	1,425,029
Total functional expenses	$ 127,776,000	$ 28,350,832	$ 156,126,832

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Highlands Community Charter and Technical Schools
Statement of Cash Flows
Year Ended June 30, 2024

Operating Activities	
Change in net assets	$ 13,410,371
Adjustments to reconcile change in net assets to net cash from (used for) operating activities	
Depreciation and amortization expense	254,668
Finance lease amortization	63,189
Changes in operating assets and liabilities	
Receivables	9,377,077
Prepaid expenses	(9,804,285)
Security deposits	(113,157)
Accounts payable and accrued liabilities	2,858,125
Refundable advance	(1,984)
Operating lease assets and liabilities	992,209
Net Cash from (used for) Operating Activities	17,036,213
Investing Activities	
Purchases of property and equipment	(125,000)
Financing Activities	
Principal payments on finance leases	(63,189)
Net Change in Cash	16,848,024
Cash, Beginning of Year	30,872,177
Cash, End of Year	$ 47,720,201
Supplemental Cash Flow Disclosure	
Cash paid during the year in interest	$ 3,364

Note 1 - Principal Activity and Significant Accounting Policies

Organization

Highlands Community Charter and Technical Schools (the Organization) is a California not-for-profit organization. During the fiscal year ended June 30, 2024, the Organization operated two charter schools, Highlands Community Charter School and California Innovative Career Academy.

Highlands Community Charter School petitioned and was approved for a charter through Twin Rivers Unified School District on July 1, 2019, for a seven-year period ending June 30, 2026. The Organization was approved by the State of California Department of Education on July 1, 2014, and currently serves approximately 9,069 students.

California Innovative Career Academy petitioned and was approved for a charter through Twin Rivers Unified School District on July 1, 2019, for a seven-year period ending June 30, 2026. The Organization was approved by the State of California Department of Education on June 27, 2019, and currently serves approximately 3,180 students. California Innovative Career Academy opened on August 12, 2019.

The mission of the Organization is serving the unserved, by providing the education for a high school diploma to students, along with elective courses leading to a Certificate of Completion in one of the Organization's Career and Technical Education courses, thereby giving students all of the tools necessary to obtain a livable wage job, and a future for themselves and their family. The Organization offers students additional courses and time beyond the required schedules listed in the Schedule of Instructional Time.

Basis of Accounting

The accompanying financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets with Donor Restrictions – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity.

Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor, per insured bank, for each account ownership category. At June 30, 2024, the Organization had approximately $50,935,184, in excess of FDIC-insured limits.

Receivables and Credit Policies

Receivables consist primarily of noninterest-bearing amounts due for educational programs. Management determines the allowance for uncollectable receivables based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding receivables as of June 30, 2024 are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

Property and Equipment

Property and equipment additions over $5,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any remaining gain or loss is included in the statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2024.

Right-of-Use Leased Assets and Liabilities

Right-of-use leased assets and the related liabilities are recognized at the lease commencement date and represent the Organization's right-of-use an underlying asset and lease obligations for the lease term. Right-of-use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. Right-of-use leased assets are amortized over the shorter of the lease term or the useful life of the underlying asset using the straight-line method. The amortization period varies among the leases.

Revenue and Revenue Recognition

Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled student's average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the year ended June 30, 2024.

Functional Allocation of Expenses

The financial statements report categories of expenses that are attributed to program service activities or supporting services activities such as management and general activities and fundraising and development activities. The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include salaries, employee benefits, fees for services, office expenses, and occupancy, which are allocated on the basis of estimates of time and effort.

Income Taxes

The Organization, including other related entities noted above, is organized as a California nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3), and qualifies for the charitable contribution deduction under Section 170(b)(1)(A)(vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash, money market accounts, and certificates of deposit with financial institutions believed by management to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

Cash	$ 47,720,201
Receivables	24,681,067
Less: net assets with donor restrictions	(10,610,292)
Total	$ 61,790,976

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

Note 3 - Property and Equipment

Property and equipment consist of the following at June 30, 2024:

Leasehold improvements	$ 1,547,496
Building	1,016,493
Computer and equipment	1,226,610
Total property and equipment	3,790,599
Less accumulated depreciation and amortization	(1,500,697)
Total	$ 2,289,902

Note 4 - Leases

The Organization leases certain real property for the operations of the charter school and equipment at various terms under long-term non-cancelable operating lease and finance lease agreements. The leases expire at various dates through 2028 and provide for renewal options ranging from 1 year to 5 years. The Organization includes in the determination of the right-of-use assets and lease liabilities any renewal options reasonably certain to be exercised. The Organization's operating lease provides for increases in future minimum annual rental payments. Additionally, the operating lease agreement requires the Organization to pay real estate taxes, insurance, and repairs.

The weighted-average discount rate is based on the discount rate implicit in the lease. If the implicit rate is not readily determinable from the lease, the Organization estimates an applicable incremental borrowing rate. The incremental borrowing rate is estimated using the Organization's applicable borrowing rates and the contractual lease term.

The Organization has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

The Organization elected the practical expedient to not separate lease and non-lease components for real property and equipment leases.

Total lease costs for the year ended June 30, 2024 were as follows:

Operating lease cost	$ 9,064,309
Finance lease cost	66,553
Interest expense	3,364
Amortization of right-of-use assets	63,189

The following table summarizes the supplemental cash flow information for the year ended June 30, 2024:

Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flows from operating leases	$ 8,072,100
Operating cash flows from finance leases	66,553
Right-of-use assets obtained in exchange for lease liabilities	
Operating leases	$ 2,317,117

The following summarizes the weighted-average remaining lease term and weighted-average discount rate:

Weighted-average remaining lease term	
Operating leases	3.45 Years
Finance leases	0.53 Years
Weighted-average discount rate	
Operating leases	5.00%
Finance leases	5.00%

The future minimum lease payments under noncancelable operating and finance leases with terms greater than one year are listed below as of June 30, 2024:

	June 30, 2024	
	Operating	Finance
2025	$ 7,236,985	$ 38,822
2026	7,619,222	-
2027	7,877,643	-
2028	1,491,631	-
2029	120,972	-
Total lease payments	24,346,453	38,822
Less interest	(1,861,803)	(479)
Present value of lease liabilities	$ 22,484,650	$ 38,343

Note 5 - Net Assets

Net assets consist of the following at June 30, 2023:

Net assets with donor restrictions	
Subject to expenditure for specified purpose	
State programs	$ 10,610,292
Satisfaction of purpose restrictions	
Federal programs	$ 2,109,495
State programs	14,381,675
Total nets assets released from donor restrictions	$ 16,491,170

Note 6 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

The details of each plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The Organization contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. If a participating employer stops contribution to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers as all plan assets are held by the plan and all benefit obligations are borne by the STRP.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2022, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: http://www.calstrs.com/member-publications.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and nonemployer contributing entity to the STRP.

The Organization contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2024, are summarized as follows:

	STRP Defined Benefit Program	
Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 60	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	60	62
Monthly benefits as a percentage of eligible compensation	2.0% - 2.4%	2.0% - 2.4%
Required employee contribution rate	10.25%	10.205%
Required employer contribution rate	19.10%	19.10%
Required state contribution rate	10.828%	10.828%

Contributions

Required member, the Organization, and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2024, are presented above and the Organization's total contributions were $4,436,840.

California Public Employees Retirement System (CalPERS)

Plan Description

Qualified employees are eligible to participate in the School Employer Pool (SEP) under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law. If a participating employer stops contribution to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers as all plan assets are held by the plan and all benefit obligations are borne by the STRP.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2022, annual actuarial valuation report, Schools Pool Actuarial Valuation. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at: https://www.calpers.ca.gov/page/forms-publications.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2024, are summarized as follows:

	School Employer Pool (CalPERS)	
Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 55	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	55	62
Monthly benefits as a percentage of eligible compensation	1.1% - 2.5%	1.0% - 2.5%
Required employee contribution rate	7.00%	8.00%
Required employer contribution rate	26.680%	26.680%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. Total plan contributions are calculated through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Organization is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contributions rates are expressed as percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2024, are presented above and the total Organization's contributions were $3,213,018.

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the Organization. These payments consist of State General Fund contributions to CalSTRS in the amount of $1,486,339 (10.828% of annual payroll). Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements.

Note 7 - Contingencies, Risks, and Uncertainties

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

The Organization applied for and received loan forgiveness from the SBA on its PPP loan of $2,973,000. In accordance PPP loan requirements, the Organization is required to maintain PPP loan files and certain underlying supporting documents for periods ranging from three to six years. The Organization is also required to permit access to such files upon request by the SBA. Accordingly, there is potential the PPP loan could be subject to further review by the SBA and that previously recognized forgiveness could be reversed based on the outcome of this review.

The Organization's credit filings remain open for potential examination by the Internal Revenue Service through the statute of limitations, which has varying expiration dates extending through 2027. Any disallowed claims resulting from such examinations could be subject to repayment to the federal government.

Note 8 - Restatement of Prior Year Net Assets

The Organization has restated the beginning net assets to reflect an increase in accounts payable for the year ending June 30, 2023, due to a correction of an error. As a result, the effect on the current fiscal year is as follows:

Net Assets - Beginning, as previously reported on June 30, 2023	$ 65,785,407
Accounts payable	(12,816,625)
Net Asset - Beginning, as Restated on July 1, 2023	$ 52,968,782

Note 9 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through _____, 2025, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

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Supplementary Information
June 30, 2024

Highlands Community Charter and Technical Schools

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Highlands Community Charter and Technical Schools
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2024

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Education			
Passed Through California Department of Education			
Adult Education - Adult Basic Education and ELA	84.002A	14508	$ 1,573,132
Adult Education - Adult Secondary Education	84.002	13978	179,661
Subtotal			1,752,793
School Improvement (CSI) Funding for LEAs	84.010	15438	356,702
Total U.S. Department of Education			2,109,495
Total Federal Financial Assistance			$ 2,109,495

See Notes to Supplementary Information

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Highlands Community Charter and Technical Schools
Schedule of Average Daily Attendance
Year Ended June 30, 2024

Highlands Community Charter School

	Second Period Report	Annual Report
Regular ADA		
Ninth through twelfth	5,736.23	5,870.01
Classroom Based ADA		
Ninth through twelfth	5,736.23	5,870.01

California Innovative Career Academy

	Second Period Report	Annual Report
Regular ADA		
Ninth through twelfth	2,869.86	2,722.94
Classroom Based ADA		
Ninth through twelfth	2,869.86	2,722.94

Highlands Community Charter and Technical Schools
Schedule of Instructional Time
Year Ended June 30, 2024

Highlands Community Charter School

Grade Level	1986-1987 Minutes Requirement	2023-2024 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grade 12									
Track A	64,800	65,880	-	65,880	N/A	224	-	224	Complied
Track B	64,800	77,083	-	77,083	N/A	201	-	201	Complied
Track C	64,800	69,622	-	69,622	N/A	182	-	182	Complied

California Innovative Career Academy

Grade Level	Total Days Offered	Status
Grade 12		
Track A	224	Complied
Track B	201	Complied
Track C	182	Complied

See Notes to Supplementary Information

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Highlands Community Charter and Technical Schools
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
Year Ended June 30, 2024

Summarized below are the net asset reconciliations between the Unaudited Actual Financial Report and the audited financial statements.

	Highlands Charter Charter School	California Innovative Career Academy
Net Assets		
Balance, June 30, 2024, Unaudited Actuals	$ 47,774,472	$ 22,135,591
Increase in Accounts payable	(2,868,079)	(662,831)
Balance, June 30, 2024, Audited Financial Statements	$ 44,906,393	$ 21,472,760

See Notes to Supplementary Information

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Highlands Community Charter and Technical Schools
Combining Statement of Financial Position
June 30, 2024

	Highlands Charter Charter School	California Innovative Career Academy	Total
Assets			
Current assets			
Cash	$ 15,397,263	$ 32,322,938	$ 47,720,201
Receivables	20,673,545	4,007,522	24,681,067
ERC receivable	3,065,252	633,263	3,698,515
Prepaid expenses	9,809,728	1,743,570	11,553,298
Total current assets	48,945,788	38,707,293	87,653,081
Non-current assets			
Security deposit	321,181	-	321,181
Property and equipment	2,289,902	-	2,289,902
Lease right-of-use asset	16,393,726	4,643,548	21,037,274
Finance lease right-of-use asset	38,343	-	38,343
Total non-current assets	19,043,152	4,643,548	23,686,700
Total assets	$ 67,988,940	$ 43,350,841	$ 111,339,781
Liabilities			
Current liabilities			
Accounts payable	$ 5,678,898	$ 16,671,545	$ 22,350,443
Refundable advance	43,596	43,596	87,192
Current portion of lease liability	5,010,832	1,572,305	6,583,137
Current portion of finance lease liability	38,343	-	38,343
Total current liabilities	10,771,669	18,287,446	29,059,115
Long-term liabilities			
Lease liability, less current portion	12,310,878	3,590,635	15,901,513
Total liabilities	23,082,547	21,878,081	44,960,628
Net Assets			
Without donor restrictions	37,033,255	18,735,606	55,768,861
With donor restrictions	7,873,138	2,737,154	10,610,292
Total net assets	44,906,393	21,472,760	66,379,153
Total liabilities and net assets	$ 67,988,940	$ 43,350,841	$ 111,339,781

See Notes to Supplementary Information

Highlands Community Charter and Technical Schools
Combining Statement of Activities
Year Ended June 30, 2024

	Highlands Community Charter School		California Innovative Career Academy		
	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenues					
Local Control Funding Formula	$ 100,327,336	$ 1,147,246	$ 49,650,537	$ 573,460	$ 151,698,579
Federal revenue	-	1,335,144	-	774,351	2,109,495
Other state revenue	1,577,980	10,077,362	830,836	1,587,650	14,073,828
Local revenues	271,653	-	1,383,648	-	1,655,301
Net assets released from restrictions	13,407,426	(13,407,426)	3,083,744	(3,083,744)	-
Total support and revenues	115,584,395	(847,674)	54,948,765	(148,283)	169,537,203
Expenses					
Program services	81,477,448	-	46,298,552	-	127,776,000
Management and general	22,957,825	-	5,393,007	-	28,350,832
Total expenses	104,435,273	-	51,691,559	-	156,126,832
Change in Net Assets	11,149,122	(847,674)	3,257,206	(148,283)	13,410,371
Net Assets, Beginning of Year	25,884,133	8,720,812	28,295,025	2,885,437	65,785,407
Prior Period Adjustment (Note 8)	-	-	(12,816,625)	-	(12,816,625)
Net Assets, Beginning of Year, as Restated	25,884,133	8,720,812	15,478,400	2,885,437	52,968,782
Net Assets, End of Year	$ 37,033,255	$ 7,873,138	$ 18,735,606	$ 2,737,154	$ 66,379,153

See Notes to Supplementary Information

Note 1 - Purpose of Supplementary Schedules

Schedule of Expenditures of Federal Awards

Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the Organization under programs of the federal government for the year ended June 30, 2024. The information is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements*, *Cost Principles*, *and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Summary of Significant Accounting Policies

Expenditures reported in the schedule are reported on the accrual basis of accounting. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

Indirect Cost Rate

The Organization has not elected to use the ten percent de minimis cost rate.

Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the Organization. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to local education agencies. This schedule provides information regarding the attendance of students at the Organization.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of *Education Code* Sections 47612 and 47612.5, if applicable.

The Organization must maintain their instructional minutes at the 1986-87 requirements, as required by *California Education Code* Section 47612.5.

Reconciliation of Annual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.

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Combining Statement of Financial Position and Combining Statement of Activities

The combining statement of financial position and combining statement of activities report the activities of the Organization and related entities and are presented on the accrual basis of accounting. Eliminating entries in the combining statement of financial position and combining statement of activities are for activities between the Organization and related entities.

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Other Information
June 30, 2024

Highlands Community Charter and Technical Schools

DRAFT 5-9-2025

Highlands Community Charter and Technical Schools
Local Education Agency Organization Structure (Unaudited)
June 30, 2024

ORGANIZATION

The Organization operates two schools in California. Each school is operated on the same tax identification number as the Organization. Charters were granted for each school for up to five years, with an opportunity for renewal. Charters may be revoked by the charter authorizer for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2024, the schools operated by the Organization were as follows:

Charter School Name	Charter Number	Sponsoring District	Charter Expiration	Grades Served	Students Served
Highlands Community Charter School	1674	Twin Rivers Unified School District	June 30, 2027	9-12	9,069
California Innovative Career Academy	2072	Twin Rivers Unified School District	June 30, 2027	9-12	3,180

GOVERNING BOARD

MEMBER	OFFICE	TERM EXPIRES
Ernie Daniels	Corporate President	June 14, 2026
Matt Powers	Corporate Secretary	March 6, 2027
Sonja Cameron	Corporate Treasurer	January 5, 2025
Sharon Rocco	Member	April 3, 2027
Rick Jones	Member	April 3, 2027
Mellonie Yang	Member	January 5, 2025
Mary DeChance	Member	December 6, 2026
Mike Reid	Member	August 2, 2026
Sondra Betancourt	Member	December 31, 2024

ADMINISTRATION

NAME	TITLE
Murdock Smith	Executive Director
Matthew Lemos	Director of Fiscal Services

DRAFT 5-9-2025

Independent Auditor's Reports
June 30, 2024

Highlands Community Charter and Technical Schools

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Governing Board
Highlands Community Charter and Technical Schools
Sacramento, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards)*, the financial statements of Highlands Community Charter and Technical Schools (the Organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated _____, 2025.

Correction of an Error

As discussed in Note 8 to the financial statements, the Organization restated the beginning net assets balance to reflect an understatement of accounts payable from the previous period. Our opinion is not modified with respect to this matter.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified certain deficiencies in internal control, described in the accompanying Schedule of Findings and Questioned Costs as item 2024-001 that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying Schedule of Findings and Questioned Costs as item 2024-001.

The Organization's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the finding identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The Organization's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rancho Cucamonga, California
_____, 2025

Independent Auditor's Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance Required by the Uniform Guidance

Governing Board
Highlands Community Charter and Technical Schools
Sacramento, California

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Highlands Community Charter and Technical Schools' (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Organization's major federal program for the year ended June 30, 2024. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Rancho Cucamonga, California
_____, 2025

Independent Auditor's Report on State Compliance and on Internal Control Over Compliance

Governing Board
Highlands Community Charter and Technical Schools
Sacramento, California

Report on Compliance

Qualified and Unmodified Opinions on State Compliance

We have audited Highlands Community Charter and Technical Schools' (the Organization) compliance with the requirements specified in the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to the Organization's state program requirements identified below for the year ended June 30, 2024.

Qualified Opinion on Unduplicated Local Control Funding Formula Pupil Counts

In our opinion, except for the noncompliance described in the Basis for Qualified and Unmodified Opinions section of our report, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2024.

Unmodified Opinion on Each of the Other Programs

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2024, except as described in the accompanying Schedule of Findings and Questioned Costs.

Basis for Qualified and Unmodified Opinions

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards)*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Matter Giving Rise to Qualified Opinion on Unduplicated Local Control Funding Formula Pupil Counts

As described in the accompanying schedule of findings and questioned costs, the District did not comply with requirements regarding Unduplicated Local Control Funding Formula Pupil Counts described in the accompanying Schedule of Findings and Questioned Costs as item 2024-002.

Compliance with such requirements is necessary, in our opinion, for the Organization to comply with the requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal controls over compliance. Accordingly, we express no such opinion; and

- Select and test transactions and records to determine the Organization's compliance with the state laws and regulations applicable to the following items:

2023-2024 K-12 Audit Guide Procedures	Procedures Performed
Local Education Agencies Other Than Charter Schools	
Attendance	Not Applicable
Teacher Certification and Misassignments	Not Applicable
Kindergarten Continuance	Not Applicable
Independent Study	Not Applicable
Continuation Education	Not Applicable
Instructional Time	Not Applicable
Instructional Materials	Not Applicable
Ratio of Administrative Employees to Teachers	Not Applicable
Classroom Teacher Salaries	Not Applicable
Early Retirement Incentive	Not Applicable
GANN Limit Calculation	Not Applicable
School Accountability Report Card	Not Applicable
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools	Not Applicable
K-3 Grade Span Adjustment	Not Applicable
Apprenticeship: Related and Supplemental Instruction	Not Applicable
Comprehensive School Safety Plan	Not Applicable
District of Choice	Not Applicable
Home to School Transportation	Not Applicable
School Districts, County Offices of Education, and Charter Schools	
Proposition 28 Arts and Music in Schools	Yes
After/Before School Education and Safety Program	Not Applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not Applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Not Applicable
Career Technical Education Incentive Grant	Yes
Expanded Learning Opportunities Program	Yes
Transitional Kindergarten	Not Applicable

2023-2024 K-12 Audit Guide Procedures	Procedures Performed
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Yes
Determination of Funding for Nonclassroom-Based Instruction	Yes
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

The term "Not Applicable" is used above to mean either the Organization did not offer the program during the current fiscal year, the Organization did not participate in the program during the current fiscal year, the program did not exceed the threshold for testing, or the program applies to a different type of local education agency.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are described in the accompanying Schedule of Findings and Questioned Costs as items 2024-002.

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the noncompliance findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The organization's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be material weaknesses.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention from those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2024-002 to be material weaknesses.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

Rancho Cucamonga, California
_____, 2025

DRAFT 5-9-2025

Schedule of Findings and Questioned Costs
June 30, 2024

Highlands Community Charter and Technical Schools

DRAFT 5-9-2025

Highlands Community Charter and Technical Schools
Summary of Auditor's Results
Year Ended June 30, 2024

FINANCIAL STATEMENTS

Type of auditor's report issued	Unmodified
Internal control over financial reporting	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

FEDERAL AWARDS

Internal control over major program	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)	No

Identification of major programs

Name of Federal Program or Cluster	Federal Financial Assistance Listing
Adult Education	84.002. 84.002A

Dollar threshold used to distinguish between type A and type B programs	$750,000
Auditee qualified as low-risk auditee?	No

STATE COMPLIANCE

Internal control over state compliance for programs	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for programs	Unmodified*

* Unmodified for all programs except for the following program which was qualified:

Name of Program
Unduplicated Local Control Funding Formula Pupil Counts

The following finding represents a material weakness related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. The finding has been coded as follows:

Five Digit Code	AB 3627 Finding Type
30000	Internal Control

2024-001 30000 –Financial Statement Preparation and Restatement (Material Weakness)

Criteria or Specific Requirements

Management is responsible for the design, implementation, and maintenance of internal controls to ensure that the financial statements are free from material misstatements, whether due to error or fraud. This includes the posting of all material adjustments necessary to close the year and accurately reflect the activity of the Organization.

Condition

Communicating Internal Control Related Matters Identified in an Audit defines a material weakness and significant deficiency. According to these definitions, an internal control system design must include elements to accurately prepare financial statements without adjustments by the auditor.

Questioned Costs

There were no direct questioned costs associated with the condition identified.

Context

The condition was identified through inquiry with the Organization's personnel and also through the review of available Organization records related to accounts payable.

Cause

The restatement of accounts payable and adjustments of accounts payable were due to error in recording.

Effect

During the course of our engagement, we identified material audit adjustments to the recorded account balances in the financial statements which, if not recorded, would have resulted in a material misstatement of the financial statements.

Repeat Finding

Yes, see prior year finding 2023-001.

Recommendation

We recommend management, and those charged with governance, evaluate the internal control structure and consider changes as necessary that will ensure that the financial statements are free from potential material misstatements and allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

Corrective Action Plan and Views of Responsible Officials

The Organization agrees that having an internal control system over monitoring accounts payable is an important part of the Organization's overall internal control process. The Organization has created processes to monitor and implement these controls.

None reported.

The following finding represents a significant material weakness and material instance of noncompliance including questioned costs that are required to be reported by the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. The finding has been coded as follows:

Five Digit Code	AB 3627 Finding Type
40000	State Compliance

2024-002 40000 – Unduplicated Local Control Funding Formula Pupil Count (Material Noncompliance)

Criteria or Specific Requirements

California Education Code Section 42238.02(b)(4) states that the charter should revise their submitted data on English learner, foster youth, and free or reduced-price meal eligible pupil counts to ensure the accuracy of data reflected in the California Longitudinal Pupil Achievement Data System (CALPADS).

Condition

The Unduplicated Local Control Funding Formula Pupil Counts submitted to the California Department of Education (CDE) was inaccurate. The charter inaccurately reported eligibility status for two students selected for testing on English Learner designation on CALPADS Form 1.18 – FRPM/English Learner/Foster Youth – Student List.

Context

The condition was identified through a selection of California Innovative Career Academy students from Form 1.18, based on the criteria as stated on the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we selected a representative sample, to achieve a high level of assurance, from the students indicated as only English Learner (ADEL) identified under the ELAS Designation column and verify there is supporting documentation that indicates the student was eligible for the designation.

Cause

It appears that the condition identified has materialized as a result of the CALPADS system not being updated properly to reflect the change in designation for English learner.

Effect

As a result of our testing, it appears that the Charter did not accurately complete the "1.18 – FPRM/English Learner/Foster Youth – Student List" CALPADS report. The results of our testing have been documented as follows:

California Innovative Career Academy

Enrollment Count	Certified Total Unduplicated Count	Adjustment to Total Enrollment Count	Adjustment to EL	Adjusted Total Enrollment	Adjusted Total Unduplicated Pupil Count
6,162	5,866	0	(5)	6,162	5,861

Questioned Costs

The Charter opted to extrapolate the error, resulting in a total of 5 unduplicated pupil counts to be adjusted. The adjustment resulted in a decrease of $8,045 in local control funding formula funding. The estimated penalty was calculated using the CDE's audit penalty calculator.

Repeat Finding

Yes, see prior year finding 2023-001.

Recommendation

The Charter should ensure that students classified as English Learner proper reflect their designation in CALPADS by updating the students who have changed designations throughout the year.

Corrective Action Plan and Views of Responsible Officials

The Charter will update CALPADS throughout the year to ensure that the students' designations are accurately reflected in the system and matches English Learner status.

Highlands Community Charter and Technical Schools
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2024

Except as specified in previous sections of this report, summarized below is the current status of all audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

Financial Statement Findings

2023-001 30000 –Financial Statement Preparation and Restatement (Material Weakness)

Criteria or Specific Requirements

Management is responsible for the design, implementation, and maintenance of internal controls to ensure that the financial statements are free from material misstatements, whether due to error or fraud. This includes the posting of all material adjustments necessary to close the year and accurately reflect the activity of the Organization.

Condition

Communicating Internal Control Related Matters Identified in an Audit defines a material weakness and significant deficiency. According to these definitions, an internal control system design must include elements to accurately prepare financial statements without adjustments by the auditor.

Questioned Costs

There were no direct questioned costs associated with the condition identified.

Context

The condition was identified through inquiry with the Organization's personnel and also through the review of available Organization records related to receivables, right-of-use lease assets, and lease liabilities.

Cause

The restatement of receivables and the adjustments of right-of-use lease assets and lease liabilities were due to error in recording.

Effect

During the course of our engagement, we identified material audit adjustments to the recorded account balances in the financial statements which, if not recorded, would have resulted in a material misstatement of the financial statements.

Recommendation

We recommend management, and those charged with governance, evaluate the internal control structure and consider changes as necessary that will ensure that the financial statements are free from potential material misstatements and allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

Current Status

Not implemented, see current year finding 2024-001.

Federal Awards Findings

None reported.

State Awards Findings

2023-002 40000 – Unduplicated Local Control Funding Formula Pupil Count (Material Noncompliance)

Criteria or Specific Requirements

In accordance with *Education Code* Sections 2574(b)(3)(c), 42238.02(b)(3)(B), and 41020, the Organization is required to maintain supporting documentation of students who had a designation of "Free" or "Reduced" on the "1.18 – FRPM/English Learner/Foster Youth - Student List" CALPADS report that indicates the student was eligible for the designation reported on the California Longitudinal Pupil Achievement Data System (CALPADS).

Condition

The Unduplicated Local Control Funding Formula Pupil Counts submitted to the California Department of Education was inaccurate. It appears that the Highlands Community Charter School inaccurately reported eligibility for a total of 20 students for Free and Reduce students.

The Unduplicated Local Control Funding Formula Pupil Counts submitted to the California Department of Education was inaccurate. It appears that the California Innovative Career Academy inaccurately reported eligibility for a total of 1 students for Free and Reduce students.

Questioned Costs

The Organization over claimed the total eligible pupils by 20 for Highlands Community Charter School, resulting in a decrease of approximately $15,226 in LCFF funding.

The Organization over claimed the total eligible pupils by 1 for California Innovative Career Academy, resulting in a decrease of approximately $1,871 in LCFF funding.

Context

The condition was identified through a selection of students from Form 1.18, based on the criteria as stated on the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we selected a representative sample, to achieve a high level of assurance, from the students indicated as only free or reduced priced meal eligible (FRPM) identified under the "NSLP Program" column and verify there is supporting documentation that indicates the student was eligible for the designation.

Cause

It appears that the condition identified has materialized as a result of the CALPADS system not being updated properly to reflect the change in designation of Free and Reduced students.

Effect

As a result of testing, it appears that the Organization did not update the "1.18 – FRPM/English Learner/Foster Youth – Student List" CALPADS report due to the following events occurring: CALPADS was not being updated due to students not turning in their lunch applications by October 3 resulting in the Organization using the prior year designation, the Organization has a policy that allows a ten day grace period before the student's new status is put in effect, and when the "1.18 – FRPM/English Learner/Foster Youth – Student List" was amended the Organization only updated pupils who changed to free and reduced, which did not take into consideration the pupils who changed their status to paid.

Highlands Community Charter School

Enrollment Count	Certified Total Unduplicated Count	Adjustment to Total Enrollment Count	Adjustment Based on Eligibility for RFPM	Adjusted Total Enrollment	Adjusted Total Unduplicated Pupil Count
13,725	13,560	0	(20)	13,725	13,540

California Innovative Career Academy

Enrollment Count	Certified Total Unduplicated Count	Adjustment to Total Enrollment Count	Adjustment Based on Eligibility for RFPM	Adjusted Total Enrollment	Adjusted Total Unduplicated Pupil Count
3,345	3,175	0	(1)	3,345	3,174

DRAFT 5-9-2025

Recommendation

The Organization should ensure that students classified as Free and Reduced properly reflect their designation in CALPADS by updating the students who have changed designations throughout the year.

Current Status

Not implemented, see current year finding at 2024-002.

LAW OFFICES OF YOUNG · MINNEY · CORR LLP

AUGUST 5, 2025

FRANCIA ORDUNO ESQ.
ASSOCIATE ▪ ATTORNEY AT LAW
forduno@ymclegal.com

VIA EMAIL: SGUSTAFSSON@EIDEBAILLY.COM

Scott Gustafsson
Eide Bailly, LLP
10681 Foothill Blvd., Ste. 300.
Rancho Cucamonga, CA 91730

RE: Demand for Delivery of 2023-2024 Audit on Highlands Community Charter and Technical Schools

This letter shall serve as a formal demand, on behalf of Highlands Community Charter and Technical Schools ("Highlands" or the "School"), that Eide Bailly deliver its long overdue audit on the School, which has been outstanding since December 10, 2024. The audit covers the 2023-24 fiscal year. We are fast approaching eight (8) months past the deadline and Eide Bailly has yet to produce an audit report. Although a draft report was previously sent to the School, a final report was not issued. Your firm has told my client a number of different dates for when the audit report would be produced, but all of those dates have come and gone. **Your latest communication to the School indicates that you will produce a final audit on September 1, 2025, but this is unacceptable for the reasons explained below.**

Eide Bailly's continued failure to deliver an audit report has become an existential threat to Highlands that could cost Highlands hundreds of millions of dollars. This risk is not an exaggeration. Specifically, the Twin Rivers Unified School District (the "District") has served Highlands with a Notice of Violation for failing to produce a timely audit report. **Without Eide Bailly's prompt delivery of its audit report, Highlands cannot cure the District's Notice of Violation.** Should the School be unable to cure the Notice of Violation, the Governing Board of Twin Rivers Unified School District could revoke the charters of both schools operated by our nonprofit. We want to make clear to you that such an outcome would lead to catastrophic financial damages to Highlands and, in turn, damages for Eide Bailly if deemed the cause. A revocation would cause thousands of students to be tossed onto the street in the middle of the school year. This would not only be tragic for the students but would create a major public relations nightmare for your firm. Even the consideration of revocation would cause a very public airing of the failure by your firm to deliver a report at an open meeting of the District school board in front of the media. Every major media outlet in Sacramento is already covering this story.

In addition to the potential revocation and the total loss of state funding that would result from revocation, Highlands has received notice from the California School Finance Authority ("CSFA") that it stands to lose millions of additional dollars in funding. These funds are allocated to the School under the Charter School Facility Grant (SB 740) that reimburses Highlands for facilities leases.

The reason for this potential loss in funding is because the School is not in "good standing" while it has an unresolved Notice of Violation. The Notice of Violation pertains to your firm's failure to deliver an audit report for 2023-24. The inability to resolve the Notice of Violation is a direct consequence of Eide Bailly's failure to produce an audit for 2023-24 as required under our client's contract with you.

Time is of the essence for Eide Bailly to produce its long overdue report. Accordingly, to prevent any further financial loss to the School, Highlands respectfully demands that Eide Bailly deliver its audit report no later than August 15, 2025. We understand that you wanted an opportunity to have further review of your draft audit in light of the State Auditor's report, but you have had more than enough time to complete your due diligence, and our client has responded to all of your records requests. There simply is no excuse for these continued delays that are harming not only Highlands, but the general public that we serve.

For the avoidance of any doubt, this demand is not intended to influence Eide Bailly's potential findings, whatever they may be. The School is merely seeking the publication of Eide Bailly's audit report for 2023-24, with whatever findings you deem professionally appropriate, in an effort to prevent a further significant financial loss for the School through revocation or loss of SB 740 facilities reimbursement funding.

Failure to comply with this demand will force Highlands to pursue any and all legal remedies available, including but not limited to filing a complaint with the California Board of Accountancy for Eide Bailly's breach of professional responsibilities. A failure to provide the report will leave the School with no alternative because the School must demonstrate to its authorizing school district that it is taking all reasonable steps to ensure production of an audit report.

Regardless of any other issues between our client and Eide Bailly relating to prior audit periods, we urge you not to expand the issues of potential liability for your firm by continuing to fail to produce the audit report for 2023-2024.

Should you have any questions or concerns, please do not hesitate to contact me directly at (916) 646 –1400. Thank you for your prompt attention to this matter.

Sincerely,

LAW OFFICES OF YOUNG, MINNEY & CORR, LLP

Francia Orduno
ATTORNEY AT LAW

4925-2581-1030, v. 9

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

September 3, 2025

Ryan DiGuilo
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Concern/ Request for Information JLAC Audit Findings

Dear Mr. DiGuilo,

On August 15, 2025 TRUSD sent HCCTS a notice of concern/ request for information regarding the JLAC audit findings. HCCTS has drafted the following response.

If you have any additional questions or concerns, please do not hesitate to contact me at 1-(617)-823-9341 or via email at jonathan.raymond@hccts.org

Thank you,

Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

1. **HCCTS "Received More than $180M in K-12 Funds for Which It Was Not Eligible"**

Highlands has appealed this finding and is actively working with the state to address discrepancies.

The state auditor's determination regarding HCCTS's eligibility to receive K–12 funding is based on the finding that HCCTS did not show sufficient evidence of enforcing the 80% attendance requirement. We acknowledge that while Highlands consistently offered a full instructional program and while we maintained primary attendance documentation in PowerSchool in accordance with CDE requirements, our ability to compel adult learners to meet the 80% threshold was a persistent challenge. In the 2025-2026 school year, HCCTS has adopted stricter attendance policies and we are confident these reforms will allow Highlands to fully meet and document evidence of the 80% requirement moving forward.

2. **HCCTS Had "Engaged in Wasteful Spending and Inappropriate Hiring Practices"**

We do not dispute this finding and are taking every available recourse to hold these parties responsible, with sweeping new policies and procedures in place to prevent future abuses. The California State Audit report on HCCTS was released on June 25, 2025 and identified 30 expenditures in question. Of them, the following did not have an educational purpose:

Item #	Concern	Expenditure Amount	Description	Corrective Action
1	Conflict of Interest	$1500 per month for two months	A director level employee initiated a contract with his wife for mentor services	HCCTS is seeking reimbursement
2	Gift of Public Funds	$8,750	Holiday blankets for students that HCCTS purchased from a	HCCTS has been reimbursed for this expenditure by the Never Too

			vendor whose spouse is a director level employee at HCCTS	Late Foundation
3	Gift of Public Funds	$137,900	Purchased 6,000 beanies, scarves, and gloves as holiday gifts for students	HCCTS has been reimbursed for this expenditure from The Never Too Late Foundation
4	Wasteful Spending-Learning Recovery Emergency Block Grant	$1.96 Million	Total cost, including lodging, travel, and food to provide professional development to HCCTS employees in San Diego in August 2023	HCCTS has eliminated non-instructional or non-compliance related travel and will hold all professional development activities locally
5	Wasteful Spending-Travel Expense	$2,600	Flight to Paris to attend a technology conference for an employee whose mother was a board member	HCCTS is seeking reimbursement
6	Wasteful Spending-Travel Expense	$80,000	Travel and registration for seven HCCTS employees and one consultant to attend the Independent Voter Project Conference in Maui	HCCTS has eliminated non-instructional or non-compliance related travel and will hold all professional development activities locally
7	Wasteful Spending-Travel Expense	$1,900	One of fourteen employees hotel stays at the	HCCTS has eliminated non-instructional

			Hilton Waterfront Beach Resort in Huntington Beach to attend a conference in Long Beach, 15 miles away from the hotel	or non-compliance related travel and will hold all professional development activities locally
8	Wasteful Spending-Contract	$4,500 for one month	Project management of an internal education game that lacked a clear purpose and deliverables, HCCTS spent a total of $147,500 on this vendor from 2020-2021 to 2022-2023	HCCTS has discontinued use of this tool and will not further implement it
9	Wasteful Spending-Contract	$60,000	Contract for student recruitment and awareness that lacked a clear statement of work or contract deliverables	HCCTS has developed a uniform vendor contract tied to deliverables and key performance metrics with regular performance monitoring
10	Wasteful Spending-Marketing Expense	$25,861	Sponsorship of Foothill High School Athletics with no proof that marketing occurred	HCCTS has adopted new approval processes for outside sponsorships
11	Wasteful Spending-Marketing Expense	$50,000	Donation to the Asian Pacific Islander Legislative	HCCTS has terminated these activities with new policies governing

			Caucus Foundation with no proof of specific marketing outcomes	outside expenditures that lack an educational purpose

In addition to addressing each specific case of fiscal mismanagement, HCCTS has new fiscal policies to ensure that these errors never happen again. The fiscal policies that have been strengthened are outlined below:

3100 BP Budget Development and Oversight Outlines the budget development and monitoring process, requiring Board approvals and defined roles for leadership to ensure fiscal transparency and compliance. It includes timelines for interim reports and disclosures to oversight agencies

3310 BP Purchasing and Vendor Selection Establishes procedures to ensure that public funds are spent appropriately by requiring fair vendor selection, competitive pricing, and a purchasing process with oversight, separation of duties, and multiple approvals in compliance with the Education Code

3350 BP Travel and Expense Reimbursement Establishes clear guidelines for travel reimbursements to ensure fiscal responsibility, requiring prior approvals, documentation, and adherence to mileage, per diem, and expense restrictions for HCCTS employees and Board members

3360 BP Gifts, Grants, and Bequests Outlines procedures for accepting donations to ensure transparency, alignment with HCCTS goals, and legal compliance, requiring Board approval for contributions above specified limits

3365 BP Distribution of Promotional Items Sets guidelines for distributing promotional items to ensure alignment with HCCTS's mission, branding, and budget oversight, requiring approval and tracking by the Director of Student Engagement and Fiscal Services

3410 BP Allowability of Costs Ensures all federal grant expenditures comply with Uniform Guidance by requiring pre-approval, justification aligned with grant objectives, and regular reviews to prevent unallowable costs and maintain accountability

3. **"Unqualified Teachers and Large Student Enrollment May Contribute to Poor Student Outcomes at HCCTS' Schools"**

Teacher Credentialing

HCCTS is committed to ensuring that all teachers have valid and appropriate teaching credentials. Until February 2025, Highlands operated with teachers holding valid Adult Education credentials issued by the California Commission on Teacher Credentialing (CTC). The CTC only clarified in 2025 that teachers needed K–12 single-subject credentials, not adult ed credentials, even when teaching adults. Once this shift was communicated, Highlands immediately began re-credentialing and restructuring staff. HCCTS is currently partnering with UMass Global to support teacher interns through their re-credentialing process.

Student Outcomes

Outcomes at Highlands must continue to improve, and we are committed to achieving that. We also believe the metrics used to measure success should reflect the unique mission of a public charter high school serving second-chance learners, most of whom are immigrants, refugees, or returning citizens with significant educational gaps. Traditional measures, such as the 4–5 year cohort graduation rate, tell only part of the story. For the 2025-2026 school year, HCCTS is taking the following actions which we believe will lead to significant improvements in student outcomes:

- Reduced class sizes to 25:1 at CICA and 30:1 at HCCS
- Implemented a new standards-aligned curriculum, SAVVAS
- Contracted with Schoolytics to improve the tracking and reporting to student outcomes
- Contracted with Edcite to deliver high-quality standards aligned assessments
- Began administering CAASPP assessments to ensure state compliance
- Tracking and reporting CASAS reading gains by student

These indicators better reflect the reality of our students' journeys. For example, for the 2023-2024 school year our 4-year cohort graduation rate was 2.8%, that same year our 1-year graduation rate was 32.1% and it increased to 55% for 2024-2025.

4. JLAC Audit Report's Outlined Recommendations, steps taken toward implementation and estimated timelines

JLAC Recommendation 10

To ensure that it is eligible to receive K-12 funding for its classroom-based instruction, Highlands should, by December 2025, implement a system that allows it to track how long its students are actually attending its classroom-based instruction.

HCCS has fully implemented this recommendation. On August 14, 2025, the first day of the 2025–2026 school year, HCCS implemented two five-period bell schedules, one for the morning and one for the evening. These five-period schedules provide greater structure throughout the school day and ensure accurate attendance tracking. Teachers are required to take attendance for each period throughout the day. HCCS uses its Student Information System (SIS), PowerSchool, to track attendance for each period in order to verify the length of time students spend in class receiving instruction at each school site.

Implementation Date: August 2025

JLAC Recommendation 11

To ensure that it is eligible to receive K-12 funding for its classroom-based instruction, Highlands should, by December 2025, establish a policy to structure its classroom-based courses in such a way that it provides classroom-based instruction for the duration of the class day as indicated in its bell schedules and requires its students to attend for the duration of the class day.

HCCS has fully implemented this recommendation. On August 14, 2025, HCCS implemented a master schedule with classroom-based instruction mandated for each of the five (5) periods. The expectation for students to stay for the whole day is clearly communicated in several ways. New Student Orientation for HCCS took place in August 2025 prior to the start of the school year, where students were given their schedules and student expectations. The 2025–2026 Student Handbook outlines attendance expectations on page 5. Consistent failure to adhere to attendance requirements will result in disenrollment, as

detailed in the HCCS Attendance SOP and in Board Policies 5111.5 Disenrollment and Involuntary Removal, 5113.1 Attendance Enforcement, and 5120 Satisfactory Academic Progress. HCCS is also drafting a comprehensive attendance SOP detailing expectations for student attendance. The HCCS Attendance SOP will be Board-approved and fully implemented by December 2025.

Implementation Date: August 2025

JLAC Recommendation 12

To avoid misreporting hours of attendance for those students who may rely on CalWORKs benefits, Highlands should, by September 2025, ensure that its policies and procedures for reporting student participation to county offices of human assistance for purposes of determining eligibility for assistance programs allow for and require accurate reporting.

HCCS is currently implementing this recommendation. Beginning September 10, 2025, HCCS will begin reporting student attendance hours to public assistance agencies for the 2025–2026 school year. Aligned with the newly drafted HCCS SOP Reporting to a Public Assistance Agency, HCCS will only report student attendance hours for which students were actively present in class, as verified through PowerSchool, its SIS. The maximum participation for each student each day is based on a five-period bell schedule for either the morning or evening. For the morning regular bell schedule, the maximum is 336 minutes per day or 5.5 hours. For the evening regular bell schedule, the maximum is 336 minutes or 5.5 hours per day. HCCS students will no longer receive attendance credit for homework. HCCS has met with representatives from Sacramento, Yolo, and Placer counties. Evidence of compliance with this policy will be available as the first reporting for the 2025–2026 school year will occur on September 10, 2025. In the six-month update, HCCS will supply all DHA reporting documents for September, October, November, and December as evidence of compliance.

Meeting Schedule
HCCTS & Department of Human Assistance for Sacramento, Yolo, and Placer Counties

December 18, 2024 at 3:30 pm

January 24, 2025 at 3:00 pm
February 28, 2025 at 4:00 pm
March 27, 2025 at 9:30 am
April 24, 2025 at 9:30 am
May 2, 2024 at 12:30 pm
May 23, 2024 at 2:00 pm
May 29, 2025 at 9:00 am
June 25, 2025 at 11:30 am
August 7, 2025 at 1:00 pm

Implementation Date: September 2025

JLAC Recommendation 13

To ensure that it reports accurate attendance information, Highlands should, by December 2025, create and implement written policies and procedures for how it reports ADA to CDE for funding, including details about which days should and should not be excluded.

HCCTS has partially implemented this recommendation with the goal of full implementation by December 2025. In the 2024–2025 school year, HCCTS started drafting detailed attendance policies and procedures to ensure clarity for students, teachers, community partners, our authorizer, and state agencies. These Attendance SOPs for HCCS and CICA will be presented to the HCCTS board in the Fall of 2025-2026. Policies already implemented, and detailed in the SOP, include the use of a single instructional track, elements of the academic calendar, and the use of a 20-day attendance calendar. The SOP also defines the conditions to be met for generating classroom-based attendance, including the requirement that students attend in person under the supervision of a credentialed teacher. For classroom-based and independent study programs, it is clearly stipulated that ADA can only be generated on scheduled instructional days per the academic calendar, and that students claimed for apportionment must reside within the school's service area.

Implementation Date: December 2025

JLAC Recommendation 14

To ensure that it reports accurate attendance information, Highlands should, by December 2025, create and implement written policies and

procedures that require maintaining documentation such as sign-in sheets that support the attendance it records in its attendance reporting system for HCCS.

HCCS has partially implemented this recommendation. In January 2025, HCCS mandated daily paper-based attendance sheets as a secondary verification for daily attendance in PowerSchool. Since then, every teacher in every classroom-based class is required to have a paper sign in sheet for all students in each period. These paper-based attendance records are stored and maintained for three years. These requirements are detailed in the draft of the HCCS Attendance SOP. HCCS teachers are required to use student rosters generated by PowerSchool for paper-based attendance documentation. Procedures for creating compliant attendance sheets are described in the HCCS Attendance SOP. Teachers are required to certify that each daily attendance roster is accurate. Procedures for corrections to attendance records are detailed in the HCCS Attendance SOP. Teachers are instructed to retain records in supplied attendance binders in a readily accessible manner. The retention of attendance records for a minimum of three years is mandated by Board Policy 3581: Data Retention and Record Management. All HCCS teachers were trained on these new policies and procedures during the 2024-2025 school year and during August professional development training days for the 2025-2026 school year. An attendance team has been established to pull attendance reports daily.

Implementation Date: December 2025

JLAC Recommendation 15

To ensure that it reports accurate attendance information, Highlands should, by December 2025, define what constitutes sufficient work products from CICA students and implement a policy ensuring that it only reports attendance for students who provide documentation for that work.

This recommendation is partially implemented. CICA now requires all student work samples to include the date completed, student name, and a grade or points assigned. CICA attendance procedures require that work samples be representative of work completed during the learning period. These policies will be detailed in the CICA Attendance SOP, currently in draft form, to be approved by December 2025. Board Policy 6158.2 mandates that content must be

aligned to grade-level standards substantially equivalent to in-person instruction. In order to ensure all work samples and attendance are accurate and compliant, CICA has hired a compliance team, including a Compliance Coordinator who oversees this process and ensures compliance with education code standards and HCCTS board policies.

Implementation Date: December 2025

JLAC Recommendation 16

To ensure that Highlands spends K-12 funding appropriately, Highlands should, by December 2025, implement policies and procedures that outline the allowable uses of public funding, criteria for assessing and selecting vendors, and a purchasing process that includes separation of duties and requirements for multiple approvals.

This recommendation is partially implemented. HCCTS has created a number of board policies to govern the use of public funds. Board Policy 3100 establishes a timeline for a transparent budget development process with defined roles for the Board of Directors, Executive Director, and Chief Business Official. Board Policy 3310 establishes criteria for selecting and assessing vendors, segregation of duties, and thresholds for purchases requiring Board approval for all purchases over $35,000. Additional board policies, including 3350 BP Travel and Expense Reimbursement, 3360 BP Gifts, Grants, and Bequests, and 3365 BP Distribution of Promotional Items, establish guardrails for the use of public funds. Board Policy 3410 establishes rules for the allowability of costs for federally funded programs.In order to maintain transparency, HCCTS' new Executive Director has instituted a policy of presenting all contracts for Board approval and providing monthly fiscal updates to the Board. HCCTS is continuing to update its fiscal policies and procedures. It will present a set of updated fiscal policies and procedures, including board policies and administrative regulations, for Board approval on September 4, 2025.

Implementation Date: September 2025

JLAC Recommendation 17

To ensure that it does not execute inappropriate or wasteful contracts, Highlands should, by December 2025, implement comprehensive

contracting policies and procedures that require multiple approvals, standardized contracting language, and proof of delivery of services.

This recommendation is partially implemented. In the 2024–2025 school year, HCCTS drafted a new Independent Contractor Template and MOU Template with standardized contracting language and requirements for proof of delivery of services. HCCTS Board Policy 3310 requires departments to obtain three competitive quotes for purchases over $100,000, which will be reviewed by the Fiscal Department. As of August 2025, all contracts for HCCTS are presented to the Board regardless of value. In September 2025 HCCTS will bring a comprehensive suite of updated fiscal policies forward for board approval.

Implementation Date: September 2025

CSA Recommendation 18

To ensure that it does not violate state laws prohibiting conflicts of interest, Highlands should, by December 2025, implement a policy to provide annual conflict of interest training to all designated staff members and implement procedures to prevent employees from entering into contracts in which they have a financial interest, such as with a spouse.

This recommendation is fully implemented. HCCTS 9270 BP Conflict of Interest Code requires that all Board members and all other employees involved in decision-making that may have an impact on financial interests participate in financial disclosures. All employees designated according to the Conflict of Interest Code receive annual training on their disclosure category and the appropriate filing of Form 700. Form 700 training was implemented on March 15, 2024, with the Board of Directors and all supervisory employees and will continue once per year.

Implementation Date: August 2025

JLAC Recommendation 19

To ensure transparency in its purchasing practices, Highlands should, by December 2025, revise its policies to require that all purchases and contracts over $115,000 be approved by the board. Highlands may

adjust the amount annually in accordance with the state superintendent's inflation-adjusted bid threshold amount.

This recommendation is fully implemented. On June 5, 2025, Highlands approved Board Policy 3310, which requires Board approval for all purchases and contracts over $100,000. However, to improve fiscal oversight and improve transparency, HCCTS is revising this spending limit and at the September 4, 2025 board meeting the updated 3310 is being recommended to change spending limits from $100,000 to $35,000. Furthermore, starting August 2025, it is the practice of the new Executive Director to bring all contracts before the Board regardless of value.

Implementation Date: August 2025

JLAC Recommendation 20

To ensure that it hires employees with proper qualifications for their roles, Highlands should, by December 2025, implement policies and procedures that formalize its hiring process, including deciding on a position's minimum qualifications before hiring begins, maintaining documentation of each step of the process for each candidate, standardizing the creation of job descriptions, implementing recruitment practices that include external and internal applicants, and standardizing the interview and job offer process.

This recommendation is partially implemented. Board Policy 4111 establishes formalized hiring practices including posting of all positions externally and internally, a multi-step interview process, and standardized interview questions with rubrics. In compliance with 4111 BP, Human Resources at Highlands has begun prescreening applicants through Edjoin, requiring that all applicants supply evidence of meeting requirements for each position. In addition, Administrative Regulation 4111.1 will be presented to the HCCTS Board for authorization on September 4, 2025. This regulation establishes a standardized system for requesting, reviewing, and approving staffing positions across HCCS and CICA. These procedures ensure that all staffing decisions align with organizational priorities, available resources, and compliance requirements. HCCTS has hired a Chief Operations Officer to ensure policies and procedures are in place and that all operations are in compliance. To assist with developing and implementing hiring policies and procedures,

HCCTS is hiring an independent contractor to ensure a comprehensive overhaul of all policies and procedures is fully implemented by January 2026.

Implementation Date: December 2025

JLAC Recommendation 21

To ensure that no current employee at Highlands has the power to influence the hiring of their relative, Highlands should, by December 2025, require job applicants to assert whether they are related to a current employee at Highlands and require job interviewers to assert that they are not related to the individual they are interviewing. It should also develop or revise its policies to prohibit employees from being involved in the hiring and interview process for their relatives.

This recommendation is fully implemented. On December 5, 2024, HCCTS approved Board Policy 4212.8, Anti-Nepotism and Employment of Relatives, which prohibits employees from participating in any hiring, promotion, evaluation, disciplinary, or related process involving a relative. Job applications now require all potential new employees to declare anyone within the organization who they currently know and current employees are not allowed to participate in the interview process for any family members or close personal friends.

Implementation Date: August 2025

JLAC Recommendation 22

To ensure that pay is assigned equitably and based on merit and performance, Highlands should implement policies by December 2025 to create a merit-based structure for devising its salary schedules, evaluating staff, assigning salaries and salary increases, and deciding on annual bonus amounts.

This recommendation is partially implemented. On February 20, 2025, HCCTS adopted Board Policy 4111.2, establishing a structured and equitable promotion process that recognizes demonstrated competence. In alignment with this policy, HCCTS will collaborate with an independent contractor to develop policies and procedures that ensure a fair and consistent pay structure. Additionally, HCCTS has implemented staff evaluations through the

third-party platform Frontline, providing a centralized system for storing and referencing all evaluations. To further support transparency and consistency, HCCTS has drafted Administrative Regulation 4111.1, which defines the procedures for staffing requests and approvals and will be presented to the HCCTS Board for authorization, September 4, 2025.

Implementation Date: December 2025

JLAC Recommendation 23

To prevent favoritism and pay inequity, Highlands should, by December 2025, implement a policy to adhere to its salary schedules and not allow executive management to approve increases outside of salary schedule limits.

This recommendation is partially implemented. Currently no employees at HCCTS have salaries that are outside of the salary schedule based on their job description. HCCTS's new Chief Operations Officer (COO) is currently reviewing all salaries to identify and address potential pay inequities and continuing to improve the process of determining starting salaries for all employees. The COO will work with an independent contractor to ensure that a comprehensive set of policies and procedures, including salary schedules and pay increases, is in place and fully implemented by January 2026.

Implementation Date: January 2026

JLAC Recommendation 24

To ensure that students receive a quality education from credentialed teachers, Highlands should, by December 2025, document and implement a process to ensure that its teachers are properly credentialed and appropriately assigned to classes, including ensuring that paraeducators do not teach classes.

This recommendation is fully implemented. On February 20, 2025, HCCTS approved Board Policy 4112.2, which requires all certificated employees to maintain valid and appropriate credentials. On July 2, 2025, HCCTS approved Board Policy 4112.21, which ensures that all staff hold valid credentials for the instructional settings to which they are assigned. On February 20, 2025, HCCTS approved Board Policy 4111, which requires credential verification for

all positions requiring certification during the hiring process. HCCTS has partnered with UMass Global to support teachers in obtaining single-subject credentials as mandated by the California Commission on Teacher Credentialing. On June 5, 2025, the HCCTS Board of Directors approved the contract with UMass Global. On May 15, 2025, HCCTS also approved and implemented Board Policy 4112.3, Teacher Credentialing Reimbursements, to support proper credentialing. HCCTS also reports teacher assignments, with documentation of appropriate credentialing, to TRUSD on a monthly basis.

Implementation Date: August 2025

JLAC Recommendation 25

To ensure that Highlands' instructors can provide students with a quality education through smaller class sizes, Highlands should, by December 2025, create a policy to establish an appropriate student-to-teacher ratio for its classroom-based instruction and calculate and monitor its ratios at both HCCS and CICA.

This recommendation is fully implemented. On June 5, 2025, the HCCTS Board of Directors approved Board Policy 6170, which outlines the Student-to-Teacher and Paraeducator Ratios at HCCS and CICA. HCCTS maintains the mandated 25:1 independent study Student-Teacher ratio for CICA. Student-Teacher ratios at HCCS are currently capped at 30:1.

Implementation Date: August 2025

JLAC Recommendation 26

To ensure transparency about its student outcomes and to avoid misleading its stakeholders, Highlands should implement a policy by December 2025 to comply with all School Accountability Report Card requirements, including the missing tables highlighted by CDE, and using the correct graduation rate methodology.

This recommendation is partially implemented. In the 2024–2025 school year, HCCTS overhauled its SARC to comply with recommendations from the CDE. The 2024–2025 SARC will comply with all requirements and will include the four- to five-year cohort graduation rates as reported on the California

Dashboard. HCCTS has contracted with Charter Impact to assist with the data collection and reporting. HCCTS is also in the process of hiring a Data Specialist to support these efforts.

Implementation Date: December 2025

JLAC Recommendation 27

To comply with state law and provide transparency about the effectiveness of the education it provides, Highlands should, by December 2025, implement procedures to require participation in the California Science Test annually.

On January 23, 2025, an LEA CAASPP Coordinator for HCCS was appointed. HCCS implemented CAST testing in the 2024–2025 school year. In 2025–2026, HCCS and CICA will implement CAST testing, with an LEA CAASPP Coordinator designated for the school year, and CAST incorporated into the 2025–2026 assessment calendar. The CAST assessment window for the 2025-2026 school year will be open from March 16, 2026 to April 30, 2026 for both HCCS and CICA.

Implementation Date: August 2025

LAW OFFICES OF YOUNG · MINNEY · CORR LLP

SEPTEMBER 11, 2025

ERIN SIMONITCH ESQ.
SENIOR COUNSEL ▪ ATTORNEY AT LAW
esimonitch@ymclegal.com

VIA ELECTRONIC MAIL:
AHARTMAN@EIDEBAILLY.COM

Aaron Hartman, General Counsel
Eide Bailly LLP
800 Nicollet Mall, Suite 1300
Minneapolis, MN 55402

Re: Highlands Community Charter and Technical Schools
Request for Delivery of Final 2023-2024 Audit Report

Dear Mr. Hartman,

Thank you for your response regarding our request for the delivery of Highlands Community Charter and Technical Schools' ("Highlands") 2023-24 audit. Since receiving your letter, dated August 15, 2025, our client has reviewed its own documentation on Eide Bailly's requests for information relating to the 2023-24 audit and found that, as of June 30, 2025, it had addressed every request on Eide Bailly's audit portal to the extent possible. The outstanding items in the portal include three duplicate requests, one request for information not in Highlands' possession or control, and two items regarding which our client submitted requests for clarification through the portal on June 26, 2024, and November 14, 2024, but received no response from Eide Bailly. Therefore, we must respectfully dispute your assertion that our client failed to respond to requests or otherwise contributed to Eide Bailly's delayed delivery of the final audit report.

Status of Responses to Information Requests

Specifically, in your previous letter, you stated that "Eide Bailly has undertaken substantial efforts to obtain the information necessary to support an unqualified opinion to no avail." Highlands staff provided the last set of documents, which the portal describes as revised P2 Attendance Reports requested June 27, 2025, on June 30, 2025, more than two months ago. (See Exhibit A, attached.)

Regarding the six outstanding requests listed in the portal, three requests concerned the same "2023-2024 certification regarding Arts and Music in Schools funds," a certification completed in the Principal Apportionment Data Collection ("PADC") portal of the California Department of Education ("CDE"). Our client believes that these requests are duplicative of

Request ID # 85, to which Highlands responded on May 1, 2024, and which Eide Bailly's team marked as "Accepted." For two other outstanding items ("Audit Planning Questionnaire" and "Net Asset Testing"), our client requested clarification but did not receive a response. (Exhibit A, lines 178-179, ID ## 7, 30.)

The final outstanding item in the information portal pertains to the State Audit Report and requests "State Auditor Independent Study Ratio calculations." The State Auditor has not shared the details of their Independent Study Ratio calculations with our client, so this request seeks records that Highland does not possess. While the audit itself is a public record, state law requires strict confidentiality that limits the State Auditor's ability to comment on any item not published in the State Audit Report. We have sought supporting evidence used by the State Auditor for their findings through a California Public Records Act request on August 19, 2025. (See Exhibit B, attached.) We have not received any responsive records at this time, and we cannot guarantee that the Auditor can or will make them available.

With that said, our client maintains that it has provided your audit team with access to all the Highlands records reviewed by the State Auditor. Highlands has diligently responded to all requests through the audit portal, as well as additional informal requests made via email. Based on the portal records, your team has had every opportunity to request and review additional information or records necessary to make its own professional judgments about compliance. Therefore, we conclude that the delayed delivery of Eide Bailly's audit cannot result from a lack of responsiveness on the part of our client.

Audit Disclosures

Separately, your team reached out to our office to see if there are any updates to our legal disclosures to the audit team. Among other things, the request sought updated information about any pending or threatened litigation, claims, and assessments with which we have been engaged but to which we have not devoted substantive attention. Since you have directed us to send all correspondence to you, we are providing our update to you here as opposed to responding directly to your audit team. We trust that you will pass this information on to your team immediately so that there are no further delays in the production of the audit report.

After the publication of the State Audit Report, the CDE issued a notice of exception to the school for the dollar amounts identified in the Report (see Exhibit C, attached). The school is vigorously contesting these claims. In the case of Highlands, the school filed a request for administrative review with the Education Audit Appeals Panel ("EAAP") and now intends to file a formal appeal. In the case of CICA, the school has filed a formal appeal with EAAP.

Given the precedent-setting nature of the legal and factual issues involved, we cannot accurately assess the likelihood of success for these appeals. If Highlands were to lose all issues

identified in the state audit and the state refused a reasonable settlement, the anticipated loss would equate to $7,435,445 for CICA and $178,965,128 for Highlands, or a total of $186,400,573. The school would remit the disallowed apportionment through withholding from future apportionment funding over a period of eight years. CDE has confirmed, however, that the exceptions cited in the attached letters do not account for the ADA revisions that Highlands submitted earlier this year. (See Exhibit D, attached.)

In addition to these claims related to the State Audit Report, please find attached a letter that our client dated August 15, 2025, which pertains to a claimed disallowance of WIOA-AEFLA funds for two prior fiscal years. (Exhibit E.) CDE has sought repayment of these funds as well, a total of $1,713,157. Highlands plans to seek a resolution with CDE directly on an informal basis. At this time, we cannot know for certain whether we can resolve the disallowance issue entirely. In a worst-case scenario, Highlands may need to repay all the WIOA-AEFLA funds claimed.

Highlands also received the results of a mold testing report on August 26, 2025, regarding the presence of mold at one of its school sites. Our client is still investigating the extent of the issues. One employee has filed a workers' compensation claim related to this issue. We expect that workers' compensation insurance will cover this claim. We are not aware of any other litigation on this issue, and at this early juncture, it is not possible to know the amount of potential financial risk. However, we disclose it out of an abundance of caution and in the interest of transparency in case there may be future unasserted claims relating to this issue from this or any other individual.

In addition to the above claims, we know of two active workers' compensation claims and four workers' compensation claims in the process of resolution and closure, all handled through WCF Insurance. We also know of one active litigation case for wrongful termination filed by a former employee, which will go to mediation in November, as well as two other pre-litigation employment matters. Jonathan Kim of Murphy, Pearson, Bradley, & Feeney, P.C., represents Highlands on these insured employment-related claims. Currently, we know of no other threatened or pending litigation against our client.

Request for Resolution

We wish to emphasize that we share your interest in a positive and collaborative resolution to this matter. We do not seek to influence the content of the audit or any findings. Yet, our primary goal and priority must remain the protection of our client's best interests. Without receipt of the final audit report from Eide Bailly, Highlands risks millions of dollars in potential penalties. That liability will increase with each month of additional delay. Therefore, we must renew our request that Eide Bailly complete its contractual obligation to provide our client with the timely independent audit that Highlands expected to receive eight months ago.

Because Eide Bailly previously provided Highlands with a draft copy of its audit report, we have reason to believe that the team has completed its work. While we understand that the audit team previously wished to perform additional testing because of the state audit, our client has responded to all requests as fully as possible. Given the information available to us, we find the ongoing delay in delivery difficult to understand. Please advise immediately as to any specific records or information not yet produced by our client that your audit team now finds necessary for completion of their work.

Highlands has collaborated patiently with your team for over a year because it agrees that an unqualified audit would be ideal if that is possible. If Eide Bailly believes it cannot produce an unqualified audit in short order, our client wishes to ask for more clarity on the language that would appear in a qualified audit. We would also ask for a reasonable timeline in which your team would feel comfortable issuing an unqualified audit. This information will help our client to better determine how to proceed. Please advise so that our client may make an informed decision.

We appreciate your efforts to get this audit wrapped up, and we look forward to collaborating with you to ensure that your team can deliver Highlands' final audit report without further delay. Please do not hesitate to reach out should you have any questions or concerns.

Sincerely,

LAW OFFICES OF YOUNG,
MINNEY & CORR, LLP

ERIN G. SIMONITCH
ATTORNEY AT LAW

4914-1225-7632, v. 9

Draft 10/8/25

Financial Statements
June 30, 2024

Highlands Community Charter and Technical Schools

(Operating: Highlands Community Charter School #1674 and California Innovative Career Academy #2072)

Draft 10/8/25

Highlands Community Charter and Technical Schools

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June 30, 2024

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Independent Auditor's Report

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

Report on the Audit of the Financial Statements

Disclaimer of Opinion

We were engaged to audit the financial statements of the Highlands Community Charter and Technical Schools (the Organization) (a California Nonprofit Public Benefit Corporation), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We do not express an opinion on the accompanying financial statements of the Organization. Because of the significance of the matter described in the Basis for Disclaimer of Opinion paragraph, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion. Accordingly, we do not express an opinion on these financial statements.

Basis for Disclaimer of Opinion

The Organization recognizes Local Control Funding Formula as its primary source of revenue. The Organization was unable to provide adequate support for the Second Period (P2) and Annual (PA) reports of attendance submitted to the California Department of Education to support its recording of this source of revenue. The absence of adequate documentation and reconciliations prevented us from obtaining sufficient audit evidence related to these revenue amounts recorded in the financial statements. As a result of this matter, we were unable to determine whether any adjustments might have been necessary for related amounts included in the statement of financial position and the statements of activities, functional expenses, and cash flows.

Substantial Doubt About the Entity's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared under the assumption that the Organization will continue as a going concern. As disclosed in Note 9 to the financial statements, the Organization has received a report from the California State Auditor that potentially impacts both current and future funding, resulting in substantial doubt regarding the Organization's ability to continue operating. Management's evaluation of these events and conditions, and management's plans regarding these matters are also described in Note 9. The financial statements do not include any adjustments that may result from the outcome of this uncertainty. Our disclaimer of opinion is not modified in respect to this matter.

Correction of an Error

As discussed in Note 8 to the financial statements, certain errors resulting in an understatement of amounts previously reported for accounts payable and expenses as of and for the year ended June 30, 2023, were discovered by management of the Organization during the current year. Accordingly, an adjustment has been made to net assets as of July 1, 2023, to correct the error. Our disclaimer of opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our responsibility is to conduct an audit in accordance with auditing standards generally accepted in the United States of America and to issue an auditor's report. However, because of the matter described in the Basis for Disclaimer of Opinion section of our report, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on these financial statements.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit.

Supplementary Information

We were engaged for the purpose of forming an opinion on the financial statements that collectively comprise the Organization's financial statements. The Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards*, and other supplementary information on pages 19-26 are presented for purposes of additional analysis and are not a required part of the financial statements. Because of the significance of the matters described in the Basis for Disclaimer of Opinion section of our report, it is inappropriate to, and we do not express an opinion on this information.

Other Information

Management is responsible for the other information included in the financial statements. The other information comprises the Local Education Agency Organization Structure but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

Draft 10/8/25

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated _____, 2025 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Rancho Cucamonga, California
_____, 2025

Draft 10/8/25

Highlands Community Charter and Technical Schools
Statement of Financial Position
June 30, 2024

Assets	
Current assets	
Cash	$ 47,720,201
Receivables	24,681,067
ERC receivable	3,698,515
Prepaid expenses	11,553,298
Total current assets	87,653,081
Non-current assets	
Security deposit	321,181
Property and equipment	2,289,902
Operating lease right-of-use asset	21,037,274
Finance lease right-of-use asset	38,343
Total non-current assets	23,686,700
Total assets	$ 111,339,781
Liabilities	
Current liabilities	
Accounts payable and accrued liabilities	$ 26,923,660
Refundable advance	87,192
Current portion of operating lease liability	6,583,137
Current portion of finance lease liability	38,343
Total current liabilities	33,632,332
Long-term liabilities	
Operating lease liability, less current portion	15,901,513
Total liabilities	49,533,845
Net Assets	
Without donor restrictions	51,195,644
With donor restrictions	10,610,292
Total net assets	61,805,936
Total liabilities and net assets	$ 111,339,781

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Highlands Community Charter and Technical Schools
Statement of Activities
Year Ended June 30, 2024

	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenues			
Local Control Funding Formula	$ 145,404,656	$ 1,720,706	$ 147,125,362
Federal revenue	-	2,109,495	2,109,495
Other state revenue	2,408,816	11,665,012	14,073,828
Local revenues	1,655,301	-	1,655,301
Net assets released from restrictions	16,491,170	(16,491,170)	-
Total support and revenues	165,959,943	(995,957)	164,963,986
Expenses			
Program services	127,776,000	-	127,776,000
Management and general	28,350,832	-	28,350,832
Total expenses	156,126,832	-	156,126,832
Change in Net Assets	9,833,111	(995,957)	8,837,154
Net Assets, Beginning of Year	54,179,158	11,606,249	65,785,407
Prior Period Adjustment (Note 8)	(12,816,625)	-	(12,816,625)
Net Assets, Beginning of Year, as Restated	41,362,533	11,606,249	52,968,782
Net Assets, End of Year	$ 51,195,644	$ 10,610,292	$ 61,805,936

Draft 10/8/25

Highlands Community Charter and Technical Schools
Statement of Functional Expenses
Year Ended June 30, 2024

	Program Services	Management and General	Total Expenses
Salaries	$ 49,101,391	$ 5,312,628	$ 54,414,019
Employee benefits	6,879,138	2,105,900	8,985,038
Payroll taxes	11,654,822	-	11,654,822
Fees for services	6,110,802	17,545,142	23,655,944
Advertising and promotions	1,829,726	-	1,829,726
Office expenses	3,353,559	2,922,934	6,276,493
Information technology	12,934,088	-	12,934,088
Occupancy	14,048,888	209,560	14,258,448
Travel	2,899,796	-	2,899,796
Interest	3,364	-	3,364
Depreciation and amortization	-	254,668	254,668
Amortization of right-of-use asset	63,189	-	63,189
Insurance	489,120	-	489,120
Other expenses	166,350	-	166,350
Capital outlay	15,301,408	-	15,301,408
Instructional materials	1,425,029	-	1,425,029
District oversight fees	1,515,330	-	1,515,330
Total functional expenses	$ 127,776,000	$ 28,350,832	$ 156,126,832

Draft 10/8/25

Highlands Community Charter and Technical Schools
Statement of Cash Flows
Year Ended June 30, 2024

Operating Activities	
Change in net assets	$ 8,837,154
Adjustments to reconcile change in net assets to net cash from (used for) operating activities	
Depreciation and amortization expense	254,668
Finance lease amortization	63,189
Changes in operating assets and liabilities	
Receivables	9,377,077
Prepaid expenses	(9,804,285)
Security deposits	(113,157)
Accounts payable and accrued liabilities	7,431,342
Refundable advance	(1,984)
Operating lease assets and liabilities	992,209
Net Cash from (used for) Operating Activities	17,036,213
Investing Activities	
Purchases of property and equipment	(125,000)
Financing Activities	
Principal payments on finance leases	(63,189)
Net Change in Cash	16,848,024
Cash, Beginning of Year	30,872,177
Cash, End of Year	$ 47,720,201
Supplemental Cash Flow Disclosure	
Cash paid during the year in interest	$ 3,364

Note 1 - Principal Activity and Significant Accounting Policies

Organization

Highlands Community Charter and Technical Schools (the Organization) is a California not-for-profit organization. During the fiscal year ended June 30, 2024, the Organization operated two charter schools, Highlands Community Charter School and California Innovative Career Academy.

Highlands Community Charter School petitioned and was approved for a charter through Twin Rivers Unified School District on July 1, 2019, for a seven-year period ending June 30, 2026. The Organization was approved by the State of California Department of Education on July 1, 2014, and currently serves approximately 9,069 students.

California Innovative Career Academy petitioned and was approved for a charter through Twin Rivers Unified School District on July 1, 2019, for a seven-year period ending June 30, 2026. The Organization was approved by the State of California Department of Education on June 27, 2019, and currently serves approximately 3,180 students. California Innovative Career Academy opened on August 12, 2019.

The mission of the Organization is serving the unserved, by providing the education for a high school diploma to students, along with elective courses leading to a Certificate of Completion in one of the Organization's Career and Technical Education courses, thereby giving students all of the tools necessary to obtain a livable wage job, and a future for themselves and their family. The Organization offers students additional courses and time beyond the required schedules listed in the Schedule of Instructional Time.

Basis of Accounting

The accompanying financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets with Donor Restrictions – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity.

Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor, per insured bank, for each account ownership category. At June 30, 2024, the Organization had approximately $50,935,184, in excess of FDIC-insured limits.

Receivables and Credit Policies

Receivables consist primarily of noninterest-bearing amounts due for educational programs. Management determines the allowance for uncollectable receivables based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding receivables as of June 30, 2024 are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

Property and Equipment

Property and equipment additions over $5,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any remaining gain or loss is included in the statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2024.

Right-of-Use Leased Assets and Liabilities

Right-of-use leased assets and the related liabilities are recognized at the lease commencement date and represent the Organization's right-of-use an underlying asset and lease obligations for the lease term. Right-of-use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. Right-of-use leased assets are amortized over the shorter of the lease term or the useful life of the underlying asset using the straight-line method. The amortization period varies among the leases.

Revenue and Revenue Recognition

Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled student's average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the year ended June 30, 2024.

Functional Allocation of Expenses

The financial statements report categories of expenses that are attributed to program service activities or supporting services activities such as management and general activities and fundraising and development activities. The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include salaries, employee benefits, fees for services, office expenses, and occupancy, which are allocated on the basis of estimates of time and effort.

Income Taxes

The Organization, including other related entities noted above, is organized as a California nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3), and qualifies for the charitable contribution deduction under Section 170(b)(1)(A)(vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash, money market accounts, and certificates of deposit with financial institutions believed by management to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

Cash	$ 47,720,201
Receivables	24,681,067
Less: net assets with donor restrictions	(10,610,292)
Total	$ 61,790,976

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

Note 3 - Property and Equipment

Property and equipment consist of the following at June 30, 2024:

Leasehold improvements	$ 1,547,496
Building	1,016,493
Computer and equipment	1,226,610
Total property and equipment	3,790,599
Less accumulated depreciation and amortization	(1,500,697)
Total	$ 2,289,902

Note 4 - Leases

The Organization leases certain real property for the operations of the charter school and equipment at various terms under long-term non-cancelable operating lease and finance lease agreements. The leases expire at various dates through 2028 and provide for renewal options ranging from 1 year to 5 years. The Organization includes in the determination of the right-of-use assets and lease liabilities any renewal options reasonably certain to be exercised. The Organization's operating lease provides for increases in future minimum annual rental payments. Additionally, the operating lease agreement requires the Organization to pay real estate taxes, insurance, and repairs.

The weighted-average discount rate is based on the discount rate implicit in the lease. If the implicit rate is not readily determinable from the lease, the Organization estimates an applicable incremental borrowing rate. The incremental borrowing rate is estimated using the Organization's applicable borrowing rates and the contractual lease term.

The Organization has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

The Organization elected the practical expedient to not separate lease and non-lease components for real property and equipment leases.

Total lease costs for the year ended June 30, 2024 were as follows:

Operating lease cost	$ 9,064,309
Finance lease cost	66,553
Interest expense	3,364
Amortization of right-of-use assets	63,189

Draft 10/8/25

The following table summarizes the supplemental cash flow information for the year ended June 30, 2024:

Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flows from operating leases	$ 8,072,100
Operating cash flows from finance leases	66,553
Right-of-use assets obtained in exchange for lease liabilities	
Operating leases	$ 2,317,117

The following summarizes the weighted-average remaining lease term and weighted-average discount rate:

Weighted-average remaining lease term	
Operating leases	3.45 Years
Finance leases	0.53 Years
Weighted-average discount rate	
Operating leases	5.00%
Finance leases	5.00%

The future minimum lease payments under noncancelable operating and finance leases with terms greater than one year are listed below as of June 30, 2024:

	June 30, 2024	
	Operating	Finance
2025	$ 7,236,985	$ 38,822
2026	7,619,222	-
2027	7,877,643	-
2028	1,491,631	-
2029	120,972	-
Total lease payments	24,346,453	38,822
Less interest	(1,861,803)	(479)
Present value of lease liabilities	$ 22,484,650	$ 38,343

Note 5 - Net Assets

Net assets consist of the following at June 30, 2024:

Net assets with donor restrictions	
Subject to expenditure for specified purpose	
State programs	$ 10,610,292

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors for the year ended June 30, 2024.

Net assets released from donor restrictions	
Satisfaction of purpose restrictions	
Federal programs	$ 2,109,495
State programs	14,381,675
Total nets assets released from donor restrictions	$ 16,491,170

Note 6 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers' Retirement System (CalSTRS).

The details of each plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The Organization contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. If a participating employer stops contribution to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers as all plan assets are held by the plan and all benefit obligations are borne by the STRP.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2022, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: http://www.calstrs.com/member-publications.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and nonemployer contributing entity to the STRP.

The Organization contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2024, are summarized as follows:

	STRP Defined Benefit Program	
Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 60	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	60	62
Monthly benefits as a percentage of eligible compensation	2.0% - 2.4%	2.0% - 2.4%
Required employee contribution rate	10.25%	10.205%
Required employer contribution rate	19.10%	19.10%
Required state contribution rate	10.828%	10.828%

Contributions

Required member, the Organization, and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2024, are presented above and the Organization's total contributions were $4,436,840.

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the Organization. These payments consist of State General Fund contributions to CalSTRS in the amount of $1,486,339 (10.828% of annual payroll). Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements.

Social Security

Public sector employees who are not members of their employer's existing retirement system (CalSTRS) are covered by social security or an alternative plan. The Organization has elected to use the social security as its alternative plan.

401(a) Tax Deferred Annuity Plan

The Organization sponsors a tax-deferred annuity plan (the Plan) qualified under IRC Section 401(a) covering substantially all classified employees. The Plan provides that employees who have attained the age of 21 and completed one year of service may voluntarily contribute six percent of their earnings to the Plan, up to the maximum contribution allowed by the IRS. Employer contributions are discretionary and are determined and authorized by the Board of Directors each plan year. During the year ended June 30, 2024, the Organization made contributions of 12%, resulting in contributions to the Plan of $3,213,018.

Note 7 - Contingencies, Risks, and Uncertainties

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

The Organization applied for and received loan forgiveness from the SBA on its PPP loan of $2,973,000. In accordance PPP loan requirements, the Organization is required to maintain PPP loan files and certain underlying supporting documents for periods ranging from three to six years. The Organization is also required to permit access to such files upon request by the SBA. Accordingly, there is potential the PPP loan could be subject to further review by the SBA and that previously recognized forgiveness could be reversed based on the outcome of this review.

The Organization's credit filings remain open for potential examination by the Internal Revenue Service through the statute of limitations, which has varying expiration dates extending through 2027. Any disallowed claims resulting from such examinations could be subject to repayment to the federal government.

Draft 10/8/25

Note 8 - Restatement of Prior Year Net Assets

The Organization has restated the beginning net assets to reflect an increase in accounts payable for the year ending June 30, 2023, due to a correction of an error. As a result of the error corrections related to an overpayment that should have been recorded in the prior year as a payment due to California Department of Education, amounts previously reported for the changes in net assets in the 2023 financial statements decreased by $12,816,625. The following is the effect of the restatement on beginning net assets:

Net Assets - Beginning, as previously reported on June 30, 2023	$ 65,785,407
Accounts payable	(12,816,625)
Net Asset - Beginning, as Restated on July 1, 2023	$ 52,968,782

Note 9 - Going Concern Consideration

The accompanying financial statements have been prepared assuming that the Organization will continue as a going concern. The organization has experienced significant uncertainty regarding its primary revenue funding source, which has resulted in a lack of sufficient financial support and liquidity concerns. These conditions raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are issued.

Management is actively updated and implemented the attendance policies and attendance procedures to ensure compliance with laws and legislation to mitigate the impact of this uncertainty. However, there can be no assurance that managements plan will generate sufficient resources to meet current obligations as they become due, which brings substantial doubt. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Note 10 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through _____, 2025, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

Subsequent Event Disclosure – California State Agency Audit Report

On June 24, 2025, the California State Auditor released a report detailing significant compliance failures at Highlands Community Charter and Technical Schools (Highlands), a nonprofit charter school operating under the Twin Rivers Unified School District. The audit concluded that Highlands inappropriately received approximately $177 million in K–12 funding during fiscal years 2022-2023 and 2023-2024, despite failing to meet eligibility requirements under state law.

Key findings included:

- Highlands did not offer the required instructional time or maintain verified attendance documentation.
- The school served adult students but received K–12 funding through a partnership with a Workforce Innovation and Opportunity Act (WIOA) organization.
- Additional overpayments of $5 million were identified due to inaccurate average daily attendance reporting.
- The audit uncovered wasteful spending, including luxury travel and questionable contracts, and highlighted poor oversight by Twin Rivers and other agencies.
- As a result of these findings, the state has disallowed the $177 million in funding, which may lead to clawbacks, legal actions, and policy reforms affecting charter school funding and oversight statewide.

Although this event occurred after the financial statement date, management has evaluated its potential impact on the Organization's operations and financial position. If the Organization has exposure to California charter school contracts, education-related funding, or regulatory compliance tied to WIOA partnerships, this event may influence future risk assessments and revenue projections.

At this time, the Organization cannot reasonably estimate the financial impact of this event. However, management believes that disclosure is warranted to ensure the financial statements are not misleading.

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Supplementary Information
June 30, 2024

Highlands Community Charter and Technical Schools

Highlands Community Charter and Technical Schools
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2024

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Education			
Passed Through California Department of Education			
Adult Education - Adult Basic Education and ELA	84.002A	14508	$ 1,573,132
Adult Education - Adult Secondary Education	84.002	13978	179,661
Subtotal			1,752,793
School Improvement (CSI) Funding for LEAs	84.010	15438	356,702
Total U.S. Department of Education			2,109,495
Total Federal Financial Assistance			$ 2,109,495

See Notes to Supplementary Information

Draft 10/8/25

Highlands Community Charter and Technical Schools
Schedule of Average Daily Attendance
Year Ended June 30, 2024

Highlands Community Charter School

	Second Period Report	Annual Report
Regular ADA		
Ninth through twelfth	5,736.23	5,870.01
Classroom Based ADA		
Ninth through twelfth	5,736.23	5,870.01

California Innovative Career Academy

	Second Period Report	Annual Report
Regular ADA		
Ninth through twelfth	2,869.86	2,722.94
Classroom Based ADA		
Ninth through twelfth	2,869.86	2,722.94

Highlands Community Charter and Technical Schools
Schedule of Instructional Time
Year Ended June 30, 2024

Highlands Community Charter School

Grade Level	1986-1987 Minutes Requirement	2023-2024 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grade 12									
Track A	64,800	65,880	-	65,880	N/A	224	-	224	Complied
Track B	64,800	77,083	-	77,083	N/A	201	-	201	Complied
Track C	64,800	69,622	-	69,622	N/A	182	-	182	Complied

California Innovative Career Academy

Grade Level	Total Days Offered	Status
Grade 12		
Track A	224	Complied
Track B	201	Complied
Track C	182	Complied

See Notes to Supplementary Information

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Highlands Community Charter and Technical Schools
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
Year Ended June 30, 2024

Summarized below are the net asset reconciliations between the Unaudited Actual Financial Report and the audited financial statements.

	Highlands Community Charter School	California Innovative Career Academy
Net Assets		
Balance, June 30, 2024, Unaudited Actuals	$ 47,774,472	$ 22,135,591
Increase in		
Accounts payable	(2,868,079)	(5,236,048)
Balance, June 30, 2024, Audited Financial Statements	$ 44,906,393	$ 16,899,543

See Notes to Supplementary Information

Draft 10/8/25

Highlands Community Charter and Technical Schools
Combining Statement of Financial Position
June 30, 2024

	Highlands Community Charter School	California Innovative Career Academy	Total
Assets			
Current assets			
Cash	$ 15,397,263	$ 32,322,938	$ 47,720,201
Receivables	20,673,545	4,007,522	24,681,067
ERC receivable	3,065,252	633,263	3,698,515
Prepaid expenses	9,809,728	1,743,570	11,553,298
Total current assets	48,945,788	38,707,293	87,653,081
Non-current assets			
Security deposit	321,181	-	321,181
Property and equipment	2,289,902	-	2,289,902
Lease right-of-use asset	16,393,726	4,643,548	21,037,274
Finance lease right-of-use asset	38,343	-	38,343
Total non-current assets	19,043,152	4,643,548	23,686,700
Total assets	$ 67,988,940	$ 43,350,841	$ 111,339,781
Liabilities			
Current liabilities			
Accounts payable	$ 5,678,898	$ 21,244,762	$ 26,923,660
Refundable advance	43,596	43,596	87,192
Current portion of lease liability	5,010,832	1,572,305	6,583,137
Current portion of finance lease liability	38,343	-	38,343
Total current liabilities	10,771,669	22,860,663	33,632,332
Long-term liabilities			
Lease liability, less current portion	12,310,878	3,590,635	15,901,513
Total liabilities	23,082,547	26,451,298	49,533,845
Net Assets			
Without donor restrictions	37,033,255	14,162,389	51,195,644
With donor restrictions	7,873,138	2,737,154	10,610,292
Total net assets	44,906,393	16,899,543	61,805,936
Total liabilities and net assets	$ 67,988,940	$ 43,350,841	$ 111,339,781

See Notes to Supplementary Information

Highlands Community Charter and Technical Schools
Combining Statement of Activities
Year Ended June 30, 2024

	Highlands Community Charter School		California Innovative Career Academy		
	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenues					
Local Control Funding Formula	$ 100,327,336	$ 1,147,246	$ 45,077,320	$ 573,460	$ 147,125,362
Federal revenue	-	1,335,144	-	774,351	2,109,495
Other state revenue	1,577,980	10,077,362	830,836	1,587,650	14,073,828
Local revenues	271,653	-	1,383,648	-	1,655,301
Net assets released from restrictions	13,407,426	(13,407,426)	3,083,744	(3,083,744)	-
Total support and revenues	115,584,395	(847,674)	50,375,548	(148,283)	164,963,986
Expenses					
Program services	81,477,448	-	46,298,552	-	127,776,000
Management and general	22,957,825	-	5,393,007	-	28,350,832
Total expenses	104,435,273	-	51,691,559	-	156,126,832
Change in Net Assets	11,149,122	(847,674)	(1,316,011)	(148,283)	8,837,154
Net Assets, Beginning of Year	25,884,133	8,720,812	28,295,025	2,885,437	65,785,407
Prior Period Adjustment (Note 8)	-	-	(12,816,625)	-	(12,816,625)
Net Assets, Beginning of Year, as Restated	25,884,133	8,720,812	15,478,400	2,885,437	52,968,782
Net Assets, End of Year	$ 37,033,255	$ 7,873,138	$ 14,162,389	$ 2,737,154	$ 61,805,936

See Notes to Supplementary Information

Note 1 - Purpose of Supplementary Schedules

Schedule of Expenditures of Federal Awards

Basis of Presentation
The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the Organization under programs of the federal government for the year ended June 30, 2024. The information is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements*, *Cost Principles*, *and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Summary of Significant Accounting Policies
Expenditures reported in the schedule are reported on the accrual basis of accounting. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

Indirect Cost Rate
The Organization has not elected to use the ten percent de minimis cost rate.

Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the Organization. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to local education agencies. This schedule provides information regarding the attendance of students at the Organization.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of *Education Code* Sections 47612 and 47612.5, if applicable.

The Organization must maintain their instructional minutes at the 1986-87 requirements, as required by *California Education Code* Section 47612.5.

Reconciliation of Annual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.

Draft 10/8/25

Combining Statement of Financial Position and Combining Statement of Activities

The combining statement of financial position and combining statement of activities report the activities of the Organization and related entities and are presented on the accrual basis of accounting. Eliminating entries in the combining statement of financial position and combining statement of activities are for activities between the Organization and related entities.

Draft 10/8/25

Other Information
June 30, 2024

Highlands Community Charter and Technical Schools

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Highlands Community Charter and Technical Schools
Local Education Agency Organization Structure (Unaudited)
June 30, 2024

ORGANIZATION

The Organization operates two schools in California. Each school is operated on the same tax identification number as the Organization. Charters were granted for each school for up to five years, with an opportunity for renewal. Charters may be revoked by the charter authorizer for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2024, the schools operated by the Organization were as follows:

Charter School Name	Charter Number	Sponsoring District	Charter Expiration	Grades Served	Students Served
Highlands Community Charter School	1674	Twin Rivers Unified School District	June 30, 2027	9-12	9,069
California Innovative Career Academy	2072	Twin Rivers Unified School District	June 30, 2027	9-12	3,180

BOARD OF DIRECTORS

MEMBER	OFFICE	TERM EXPIRES
Ernie Daniels	Corporate President	June 14, 2026
Matt Powers	Corporate Secretary	March 6, 2027
Sonja Cameron	Corporate Treasurer	January 5, 2025
Sharon Rocco	Member	April 3, 2027
Rick Jones	Member	April 3, 2027
Mellonie Yang	Member	January 5, 2025
Mary DeChance	Member	December 6, 2026
Mike Reid	Member	August 2, 2026
Sondra Betancourt	Member	December 31, 2024

ADMINISTRATION

NAME	TITLE
Murdock Smith	Executive Director
Matthew Lemos	Director of Fiscal Services

Draft 10/8/25

Independent Auditor's Reports
June 30, 2024

Highlands Community Charter and Technical Schools

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards)*, the financial statements of Highlands Community Charter and Technical Schools (the Organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated _____, 2025.

In our report, our opinion on the financial statements of the Organization, as discussed in the Basis for Disclaimer of Opinion in the report on the financial statements. The Organization recognizes Local Control Funding Formula as its primary source of revenue. During the audit, the Organization was unable to provide adequate support for the Second Period (P2) and Annual (PA) reports of attendance submitted to the California Department of Education to ensure its primary source of revenues. The absence of adequate documentation and reconciliations prevented us from verifying the amounts recorded in the financial statements. As a result of this matter, we were unable to determine whether any adjustments might have been found necessary for the amounts included in the statement of financial position, the statement of activities, functional expenses, and cashflows.

Correction of an Error

As discussed in Note 8 to the financial statements, certain errors resulting in an understatement of amounts previously reported for accounts payable and expenses as of and for the year ended June 30, 2023, were discovered by management of the Organization during the current year. Accordingly, an adjustment has been made to net assets as of July 1, 2023, to correct the error. Our opinion is not modified with respect to this matter.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a certain deficiency in internal control, described in the accompanying Schedule of Findings and Questioned Costs as item 2024-001 and 2024-002 that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Organization's Responses to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's responses to the findings identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The Organization's responses were not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rancho Cucamonga, California
_____, 2025

Independent Auditor's Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance Required by the Uniform Guidance

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Highlands Community Charter and Technical Schools' (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Organization's major federal program for the year ended June 30, 2024. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Draft 10/8/25

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Rancho Cucamonga, California
_____, 2025

Draft 10/8/25

Independent Auditor's Report on State Compliance and on Internal Control Over Compliance

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

Report on Compliance

Qualified and Unmodified Opinions on State Compliance

We have audited Highlands Community Charter and Technical Schools' (the Organization) compliance with the requirements specified in the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to the Organization's state program requirements identified below for the year ended June 30, 2024.

Qualified Opinion on Attendance and Nonclassroom-Based Instruction/Independent Study

In our opinion, except for the noncompliance described in the Basis for Qualified and Unmodified Opinions section of our report, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2024.

Unmodified Opinion on Each of the Other Programs

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2024, except as described in the accompanying Schedule of Findings and Questioned Costs.

Basis for Qualified and Unmodified Opinions

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Matters Giving Rise to Qualified Opinion on Attendance and Nonclassroom-Based Instruction/Independent Study

As described in the accompanying Schedule of Findings and Questioned Costs, the Organization did not comply with requirements regarding attendance and nonclassroom-based instruction/independent study as described in the accompanying Schedule of State Compliance Findings and Questioned Costs as items 2024-003 and 2024-004.

Compliance with such requirements is necessary, in our opinion, for the Organization to comply with the requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.

- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the Organization's compliance with the state laws and regulations applicable to the following items:

2023-2024 K-12 Audit Guide Procedures	Procedures Performed
Local Education Agencies Other Than Charter Schools	
Attendance	Not Applicable
Teacher Certification and Misassignments	Not Applicable
Kindergarten Continuance	Not Applicable
Independent Study	Not Applicable
Continuation Education	Not Applicable
Instructional Time	Not Applicable
Instructional Materials	Not Applicable
Ratio of Administrative Employees to Teachers	Not Applicable
Classroom Teacher Salaries	Not Applicable
Early Retirement Incentive	Not Applicable
GANN Limit Calculation	Not Applicable
School Accountability Report Card	Not Applicable
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools	Not Applicable
K-3 Grade Span Adjustment	Not Applicable
Apprenticeship: Related and Supplemental Instruction	Not Applicable
Comprehensive School Safety Plan	Not Applicable
District of Choice	Not Applicable
Home to School Transportation	Not Applicable
School Districts, County Offices of Education, and Charter Schools	
Proposition 28 Arts and Music in Schools	Yes
After/Before School Education and Safety Program	Not Applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not Applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Not Applicable
Career Technical Education Incentive Grant	Yes
Expanded Learning Opportunities Program	Yes
Transitional Kindergarten	Not Applicable

2023-2024 K-12 Audit Guide Procedures	Procedures Performed
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Yes
Determination of Funding for Nonclassroom-Based Instruction	Yes
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

The term "Not Applicable" is used above to mean either the Organization did not offer the program during the current fiscal year, the Organization did not participate in the program during the current fiscal year, the program did not exceed the threshold for testing, or the program applies to a different type of local education agency.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying Schedule of Findings and Questioned Costs as items 2024-003 and 2024-004, to be material weaknesses.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Draft 10/8/25

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the noncompliance findings identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The Organization's responses were not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the responses.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

Rancho Cucamonga, California
_____, 2025

Draft 10/8/25

Schedule of Findings and Questioned Costs
June 30, 2024

Highlands Community Charter and Technical Schools

Draft 10/8/25

Highlands Community Charter and Technical Schools
Summary of Auditor's Results
Year Ended June 30, 2024

FINANCIAL STATEMENTS

Type of auditor's report issued	Disclaimer
Internal control over financial reporting	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	Yes

FEDERAL AWARDS

Internal control over major program	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)	No

Identification of major programs

Name of Federal Program or Cluster	Federal Financial Assistance Listing
Adult Education	84.002. 84.002A

Dollar threshold used to distinguish between type A and type B programs	$750,000
Auditee qualified as low-risk auditee?	No

STATE COMPLIANCE

Internal control over state compliance for programs	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for programs	Unmodified *

* Unmodified for all programs except for the following programs which were qualified

Name of Program
Attendance
Nonclassroom-Based Instruction/Independent Study

Draft 10/8/25

The following findings represent material weaknesses related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. The findings have been coded as follows:

Five Digit Code	AB 3627 Finding Type
30000	Internal Control
60000	Miscellaneous

2024-001 30000 –Financial Statement Preparation and Restatement (Material Weakness)

Criteria or Specific Requirements

Management is responsible for designing, implementing, and maintaining internal controls to ensure that the financial statements are free from material misstatements, whether due to error or fraud. This responsibility includes posting all material adjustments necessary to accurately close the year and reflect the Organization's financial activity.

Condition

Per the guidance in Communicating Internal Control Related Matters Identified in an Audit, a material weakness or significant deficiency exists when the internal control system lacks the necessary elements to prepare financial statements accurately without auditor-initiated adjustments.

Questioned Costs

There were no direct questioned costs associated with the condition identified.

Context

This condition was identified through inquiries with Organization personnel and a review of records related to accounts payable.

Cause

The prior period restatement and current year adjustments to accounts payable were due to errors in recording.

Effect

During the course of our engagement, we identified material audit adjustments to the recorded account balances in the financial statements which, if not recorded, would have resulted in a material misstatement of the financial statements.

Repeat Finding

Yes, see prior year finding 2023-001.

Recommendation

We recommend that management and those charged with governance evaluate the current internal control structure and implement any necessary enhancements to ensure the financial statements are free from potential material misstatements. The internal controls should enable management and staff, in the normal course of their duties, to prevent, or detect and correct, misstatements in a timely manner.

Corrective Action Plan and Views of Responsible Officials

The Organization agrees that having an internal control system over monitoring accounts payable is an important part of the Organization's overall internal control process. The Organization has created processes to monitor and implement these controls.

2024-002 60000 – Going Concern (Material Weakness)

Criteria or Specific Requirements

Financial statement preparers have a responsibility to evaluate whether there is substantial doubt about the Organization's ability to continue as a going concern for 12 months beyond the financial statement date.

Condition

As discussed in Note 9 to the financial statements, the Organization has experienced significant uncertainty regarding its primary revenue funding source, which has resulted in a lack of sufficient financial support and liquidity concerns. These conditions raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are issued.

Questioned Costs

No questioned costs were identified in relation to this condition.

Context

This condition was noted during final year-end audit procedures and was supported by a report issued by the California State Auditor. The report states that the Organization is ineligible to receive K–12 funding due to noncompliance with applicable laws and regulations. K–12 funding represents approximately 89% of the Organization's total revenue and is its primary funding source.

Effect

The Organization is heavily reliant on K–12 funding to sustain operations. In the absence of new revenue sources and the inability to generate sufficient cash flow, there is substantial doubt about the Organization's ability to continue as a going concern.

Cause

The Organization is experiencing significant uncertainty regarding its primary revenue source, which could result in a lack of sufficient financial support and liquidity concerns.

Repeat Finding.

No.

Recommendation

The Organization should regularly monitor its budget against actual results to maintain fiscal solvency. It must also develop a robust stabilization plan with clear corrective actions and expenditure controls that build reserves beyond the state's minimum requirement. This financial cushion will help absorb future operational uncertainties. Additionally, ongoing cash flow analysis is essential to ensure the Organization can meet its obligations until the stabilization plan is fully implemented.

Corrective Action Plan and Views of Responsible Officials

Management has considered the potential impact of clawbacks, reputational risk, and regulatory changes stemming from this event. While the full financial effect cannot be reasonably estimated at this time, these developments raise substantial doubt about the Organization's ability to continue as a going concern.

Management is actively evaluating mitigation strategies, including:

- Reviewing contractual obligations and funding sources.
- Engaging with legal counsel and regulatory advisors.
- Exploring alternative revenue streams and cost containment measures.

Draft 10/8/25

None reported.

Draft 10/8/25

The following findings represent material weaknesses and material instances of noncompliance including questioned costs that are required to be reported by the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. The findings have been coded as follows:

Five Digit Code	AB 3627 Finding Type
10000	Attendance
40000	State Compliance

2024-003 **10000 – Attendance (Material Weakness and Noncompliance)**

Criteria or Specific Requirements

Pursuant to California *Education Code* Section 43600 requires the Organization to maintain accurate and auditable records of pupil attendance to support apportionment claims. Attendance must be documented in a manner that allows reconciliation between detailed monthly records and summary-level reports submitted for apportionment purposes.

Condition

The Organization was unable to reconcile the summary-level Average Daily Attendance (ADA) reported in the Principal Apportionment Data Collection (PADC) system with the monthly attendance testing records maintained at the school site level. Discrepancies were noted in the apportionment totals for the attendance month tested. Specifically, the ADA reported in the PADC system did not align with the monthly attendance testing records maintained at the site level.

Cause

The discrepancies appear to stem from inadequate internal controls over attendance reporting processes, inconsistent documentation practices, and lack of staff training on attendance accounting procedures.

Effect

Failure to reconcile attendance records may result in inaccurate apportionment claims, potentially leading to audit exceptions, fiscal penalties, and misallocation of state funding under the Local Control Funding Formula (LCFF).

Questioned Costs

The questioned costs is undetermined pending further reconciliation and review of attendance records. The Organization should conduct a detailed analysis to quantify any potential overstatement or understatement of ADA.

Repeat Finding

No.

Recommendation

The Organization should enhance its procedures for reviewing attendance reports to ensure accuracy and compliance. A comprehensive reconciliation should be performed between the monthly attendance testing data and the summary-level ADA reports. The reviewer must verify that the P-2 attendance reports are compiled using the correct attendance summary reports and confirm that the data reflected in the ADA summary spreadsheet matches the Organization's attendance system records. Additionally, the Organization should strengthen internal controls, standardize attendance documentation practices, and provide targeted training to staff responsible for attendance accounting.

Corrective Action Plan and Views of Responsible Officials

When the Organization is submitting ADA data to the CDE, it will regenerate all monthly reports from the Organization's attendance system to ensure that the ADA recorded on its summary spreadsheet still agrees to that shown on the regenerated report so that submission of ADA is accurate. The corrective actions outlined above are already underway, and the Organization is committed to ensuring accurate and compliant attendance reporting moving forward.

2024-004 **40000 – Nonclassroom-Based Instruction/Independent Study (Material Weakness and Noncompliance)**

Criteria or Specific Requirements

In accordance with California Code of Regulations (CCR), Title 5, Section 11704, charter schools offering independent study programs must maintain a pupil-to-teacher ratio that does not exceed:

- The ratio of average daily attendance (ADA) to full-time equivalent (FTE) certificated employees for all other educational programs in the largest unified school district within the same county or counties, or
- A fixed ratio of 25:1, whichever is lower.

Condition

Through review of the Organization's independent study ratio calculation, it was noted that the Organization's independent study ratio exceeded the calculated comparative ratio, resulting in the Organization's reporting of 260.80 excess ADA on the Second Period Report of Attendance.

Questioned Costs

The overstatement of 260.80 ADA units led to an estimated overclaim of approximately $4,573,217 in apportionment funding. This estimate was calculated using the California Department of Education's LCFF Derived Value of ADA by Grade Span.

Context

The condition was identified through review of the Organization's independent study ratio calculation and supporting records.

Effect

The Organization overclaimed 260.80 ADA on its Second Period Report of Attendance, resulting in an estimated penalty as follows:

Grade Span	Independent Study Excess ADA	Derived Value of ADA by Grade Span	Penalty
9-12	260.80	$ 17,535.34	$ 4,573,217

Cause

The Organization has experienced growth in its independent study program. The Organization did not monitor its internal staffing requirements to maintain the required ADA to FTE ratio.

Repeat Finding

No.

Recommendation

The Organization should periodically monitor its independent study ratio to ensure compliance with the comparative ratio of ADA to FTE. Alternatively, the Organization may consider revising its current agreement with teachers to allow for an increase in the ratio specifically for the independent study program.

Draft 10/8/25

Corrective Action Plan and Views of Responsible Officials

The Organization will implement ongoing monitoring of its independent study pupil-to-teacher ratios to ensure compliance with applicable regulations. Adjustments to excess Independent Study ADA will be made, as necessary, during both the Second Period (P-2) and Annual Attendance Reporting cycles.

Additionally, the Organization will regularly evaluate staffing levels within the program to maintain appropriate ratios and prevent future discrepancies.

Draft 10/8/25

Except as specified in previous sections of this report, summarized below is the current status of all audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

Financial Statement Findings

2023-001 30000 –Financial Statement Preparation and Restatement (Material Weakness)

Criteria or Specific Requirements

Management is responsible for the design, implementation, and maintenance of internal controls to ensure that the financial statements are free from material misstatements, whether due to error or fraud. This includes the posting of all material adjustments necessary to close the year and accurately reflect the activity of the Organization.

Condition

Communicating Internal Control Related Matters Identified in an Audit defines a material weakness and significant deficiency. According to these definitions, an internal control system design must include elements to accurately prepare financial statements without adjustments by the auditor.

Questioned Costs

There were no direct questioned costs associated with the condition identified.

Context

The condition was identified through inquiry with the Organization's personnel and also through the review of available Organization records related to receivables, right-of-use lease assets, and lease liabilities.

Cause

The restatement of receivables and the adjustments of right-of-use lease assets and lease liabilities were due to error in recording.

Effect

During the course of our engagement, we identified material audit adjustments to the recorded account balances in the financial statements which, if not recorded, would have resulted in a material misstatement of the financial statements.

Recommendation

We recommend management, and those charged with governance, evaluate the internal control structure and consider changes as necessary that will ensure that the financial statements are free from potential material misstatements and allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

Current Status

Not implemented, see current year finding 2024-001.

Federal Awards Findings

None reported.

State Awards Findings

2023-002 40000 – Unduplicated Local Control Funding Formula Pupil Count (Material Noncompliance)

Criteria or Specific Requirements

In accordance with *Education Code* Sections 2574(b)(3)(c), 42238.02(b)(3)(B), and 41020, the Organization is required to maintain supporting documentation of students who had a designation of "Free" or "Reduced" on the "1.18 – FRPM/English Learner/Foster Youth - Student List" CALPADS report that indicates the student was eligible for the designation reported on the California Longitudinal Pupil Achievement Data System (CALPADS).

Condition

The Unduplicated Local Control Funding Formula Pupil Counts submitted to the California Department of Education was inaccurate. It appears that the Highlands Community Charter School inaccurately reported eligibility for a total of 20 students for Free and Reduce students.

The Unduplicated Local Control Funding Formula Pupil Counts submitted to the California Department of Education was inaccurate. It appears that the California Innovative Career Academy inaccurately reported eligibility for a total of 1 students for Free and Reduce students.

Questioned Costs

The Organization over claimed the total eligible pupils by 20 for Highlands Community Charter School, resulting in a decrease of approximately $15,226 in LCFF funding.

The Organization over claimed the total eligible pupils by 1 for California Innovative Career Academy, resulting in a decrease of approximately $1,871 in LCFF funding.

Context

The condition was identified through a selection of students from Form 1.18, based on the criteria as stated on the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we selected a representative sample, to achieve a high level of assurance, from the students indicated as only free or reduced priced meal eligible (FRPM) identified under the "NSLP Program" column and verify there is supporting documentation that indicates the student was eligible for the designation.

Cause

It appears that the condition identified has materialized as a result of the CALPADS system not being updated properly to reflect the change in designation of Free and Reduced students.

Effect

As a result of testing, it appears that the Organization did not update the "1.18 – FRPM/English Learner/Foster Youth – Student List" CALPADS report due to the following events occurring: CALPADS was not being updated due to students not turning in their lunch applications by October 3 resulting in the Organization using the prior year designation, the Organization has a policy that allows a ten day grace period before the student's new status is put in effect, and when the "1.18 – FRPM/English Learner/Foster Youth – Student List" was amended the Organization only updated pupils who changed to free and reduced, which did not take into consideration the pupils who changed their status to paid.

Highlands Community Charter School

Enrollment Count	Certified Total Unduplicated Count	Adjustment to Total Enrollment Count	Adjustment Based on Eligibility for RFPM	Adjusted Total Enrollment	Adjusted Total Unduplicated Pupil Count
13,725	13,560	0	(20)	13,725	13,540

California Innovative Career Academy

Enrollment Count	Certified Total Unduplicated Count	Adjustment to Total Enrollment Count	Adjustment Based on Eligibility for RFPM	Adjusted Total Enrollment	Adjusted Total Unduplicated Pupil Count
3,345	3,175	0	(1)	3,345	3,174

Draft 10/8/25

Recommendation

The Organization should ensure that students classified as Free and Reduced properly reflect their designation in CALPADS by updating the students who have changed designations throughout the year.

Current Status

Implemented.

Date	From	To	Purpose of the correspondance
3/20/2024	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Starting the audit process.
9/30/2024	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Finalize the IRS data and start the audit process sooner
11/22/2024	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Is TRUSD approving the extestion request for HCCTS?
11/22/2024	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	TRUSD approving the extension date
11/13/2025	Matthew Lemos (HCCTS)	Tonya Holmes (CDE), Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Extension request until 02/15/2025
12/2/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Recommended requesting an extension until March 15,2025
12/5/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Extension granted by TRUSD until 1/15/2025 to avoid delays in CICA's functioning
12/9/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Sent FTE samples, PS class logs, and EE update
12/9/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Sent ADA report foe Melanie
12/23/2024	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Due date 1/13/2025, check in if anything else is needed
1/13/2025	Kate Ingersoll (TRUSD)	Matthew Lemos (HCCTS)	TRUSD approved the extension request until 02/15/25
1/14/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD)	HCCTS will to notify TRUSD when audit is complete
2/12/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD)	The final report is under review
2/21/2025	Kate Ingersoll (TRUSD)	Matthew Lemos (HCCTS)	Check in on the ETA for the Audit report
2/21/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD)	Report delayed until next week
2/21/2025	Kate Ingersoll (TRUSD)	Matthew Lemos (HCCTS)	Update received
02/27/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD), Jonathan Clement (EB) &Scott Gastafsson (EB)	Draft expected to be received tomorrow.
02/27/2025	Kate Ingersoll (TRUSD),	Matthew LemosJonathan Clement (EB) &Scott Gastafsson (EB)	Waiting on the report.
02/27/2025	Bill McGuire (HCCTS)	Matthew Lemos (HCCTS), Kate Ingersoll (TRUSD) &Jonathan Clement (EB)	Spoke with Jerry Simmons (YMC), their letter to auditors is still under review.
02/28/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS), Kate Ingersoll (TRUSD) &Bill McGuire (HCCTS)	2/28 draft deadline missed; expected by Tuesday or Wednesday next week, with final to
02/28/2025	Kate Ingersoll (TRUSD),	Matthew Lemos (HCCTS), Jonathan Clement (EB) &Bill McGuire (HCCTS)	Received the updated timeline.
03/05/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) &Scott Gastafsson (EB)	Sent over all the audits HCCTS is currently undergoing.
03/05/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS) &Scott Gastafsson (EB)	Report under review, needs consultation with the national office, which will add time.
03/13/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) &Scott Gastafsson (EB)	Checking if TRUSD has been notified.
03/14/2025	Jonathan Clement (EB)	Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS),Bill McGuire (HCCTS) &Scott Gastafsson (EB)	Notified TRUSD the delay is on their end, not HCCTS's.
03/18/2025	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD) & Matthew Lemos (HCCTS)	Check in on the update and expected date of completion
03/18/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE) & Matthew Lemos (HCCTS)	HCCTS has requested an extension, and TRUSD is currently reviewing it
03/18/2025	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD) & Matthew Lemos (HCCTS)	Checking in on the reason for the delay
03/19/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE) & Matthew Lemos (HCCTS)	A letter was sent to HCCTS on 3/19/2025
03/28/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Checking in on the timeline of the audit.
03/28/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Report still under review draft expected next week.
04/07/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	A letter was sent to HCCTS on 4/7/2025
04/25/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	A letter was sent to HCCTS on 4/24/2025
04/17/2025	Matthew Lemos (HCCTS)	Scott Gastafsson (EB), Jonathan Clement (EB) & Melissa Roberson (HCCTS)	HCCTS received Notice of concern requesting the audit by April 18.
04/17/2025	Scott Gastafsson (EB)	Matthew Lemos (HCCTS), Jonathan Clement (EB) & Melissa Roberson (HCCTS)	Report under review will be sent by the end of next week, April 28th.
04/17/2025	Maryana Mazayak (HCCS)	Matthew Lemos (HCCTS, Scott Gastafsson (EB), Jonathan Clement (EB) & Melissa Roberson (HCCTS)	Request for the updated timeline and reason for the extension.
05/02/2025	Sayema Khateer (HCCS)	Matthew Lemos (HCCTS) &Melissa Roberson (HCCTS)	Update on the report that is due on 05/05/2025
05/02/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB), Sayema Khateer (HCCS) &Melissa Roberson	Added Jonathan for the update on the draft
05/02/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS), Sayema Khateer (HCCS) &Melissa Roberson (HCCTS)	Draft will be sent on Monday or Tuesday, no later than the end of the week.
05/02/2025	Melissa Roberson (HCCTS)	Matthew Lemos (HCCTS) & Jonathan Clement (EB)	If we can't make the May 5 deadline, we need to notify TRUSD.
	Melissa Roberson (HCCTS)	Matthew Lemos (HCCTS)	Notified TRUSD that the report would be late and forwarded Jonathan's email.
05/05/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Finalizing the audit. Folllow-up questions
05/05/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) & Diana Gonsalves (HCCTS)	Added Diana Gonsalves to answer the follow-up questions
05/06/2025	Diana Gonsalves (HCCTS)	Jonathan Clement (EB) & Matthew Lemos (HCCTS)	Responded to the questions
05/06/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS) & Diana Gonsalves (HCCTS)	Requesting an update on ERC not received & Leo Family loan repayment schedule
05/06/2025	Diana Gonsalves (HCCTS)	Jonathan Clement (EB) & Matthew Lemos HCCTS)	ERC not received. Leo Family loan schedule is pending
05/09/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) & Kate Ingersoll (TRUSD)	Update of the timeline
05/09/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS) & Kate Ingersoll (TRUSD)	Draft of financial statements for 23-24 sent. Final due date 05/15/2025
05/12/2025	Bill McGuire (HCCTS)	Jonathan Clement (EB)& Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS), Melissa Roberson (HCCTS), & Sharilyn Warta (TRUSD)	Issues with the draft
05/12/2025	Jonathan Clement (EB)	Bill McGuire (HCCTS),Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS), Melissa Roberson (HCCTS), & Sharilyn Warta (TRUSD)	Will update the report with those changes
05/12/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) &Bill McGuire (HCCTS)	Request of SEIDs for students identifies in the UPP testing
05/13/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS), Bill McGuire (HCCTS)	SEIDs Sent
05/09/2025	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Status update on the audit that was due 05/05/2025
05/12/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	TRUSD received the audit draft on 5/5/25. The final report is expected by 5/15/25
05/15/2025	Keith Smith (CDE)	Kate Ingersoll(TRUSD)	Check in on the due date of the report
05/15/2025	Kate Ingersoll(TRUSD)	Keith Smith (CDE)	Report not recived. TRUSD will sent a letter to HCCTS
05/22/2025	Jonathan Clement (EB)	Bill McGuire (HCCTS),Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS), Melissa Roberson (HCCTS), & Sharilyn Warta (TRUSD)	Report under review; deadline extended to May 30.
05/22/2025	Kate Ingersoll(TRUSD)	Keith Smith (CDE), Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Final report will be sent by the end of the month
05/30/2025	Keith Smith (CDE)	Kate Ingersoll(TRUSD)	Conform that the final report will be sent on 05/30/2025
05/30/2025	Matthew Lemos (HCCTS)	Keith Smith (CDE),Kate Ingersoll(TRUSD), Jonathan Clement (EB)Tonya Holmes (CDE), Sharmila Laporte (SCOE), Melissa Roberson (HCC	Added Jonathan Clement from Eide Bailly to provide an update

Date	Time	Attendees	Location	Purpose of the Meeting
03-31-2023	1:30 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	Eide Bailly Audit Introduction
04-11-2023	3:00 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Planning
04-26-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
05-10-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
05-24-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
06-21-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
06-29-2023	12:00 PM	Doc Smith, Matthew Lemos, Eide Bailly	555 Capitol Mall Sacramento, CA 95814	HCCS Eide Bailly Audit Site Visit
06-29-2023	2:30 PM	Doc Smith, Matthew Lemos, Eide Bailly	1111 Howe Ave Sacramento, CA 95825	CICA Eide Bailly Audit Site Visit
07-05-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
08-02-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
08-16-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
08-24-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Board of Director Meeting
08-30-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
09-27-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
09-27-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Follow-up
10-11-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
10-25-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
11-08-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
11-22-2023	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Meeting
05-09-2024	10:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Check-in
05-16-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
05-28-2024	12:00 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Meeting
05-30-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
06-06-2024	12:00 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	Highlands Connect
06-13-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
06-27-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
07-11-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
08-05-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
08-14-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
08-22-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
09-05-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
09-19-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
09-20-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	ISR Review with Matthew
10-03-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
06-13-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
06-27-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
07-11-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
08-05-2024	2:00 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	Highlands Check-in
08-14-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
08-22-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
09-05-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
09-19-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
09-20-2024	10:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	ISR Review with Matthew
10-03-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
10-03-2024	1:30 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	Highlands ISR Connect
10-11-2024	11:00 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	Highlands ISR Meeting
10-17-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
10-31-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
11-14-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
12-12-2024	9:30 AM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	HCCTS Audit Status Meeting
01-14-2025	2:00 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	Highlands Connect with Matthew
01-16-2025	2:00 PM	Matthew Lemos & Eide Bailly	Phone Call	Highlands/ Eide Bailly Call
01-31-2025	Not Avaliable	Matthew Lemos & Jonathan Clement	Phone Call	Audit Follow-up
02-24-2025	Not Avaliable	Matthew Lemos & Jonathan Clement	Phone Call	Audit Follow-up
04-18-2025	Not Avaliable	Matthew Lemos & Jonathan Clement	Phone Call	Audit Follow-up
04-28-2025	Not Avaliable	Matthew Lemos & Jonathan Clement	Phone Call	Audit Follow-up
06-06-2025	Not Avaliable	Matthew Lemos & Jonathan Clement	Phone Call	Audit Follow-up
06-06-2025	1:00 PM	Matthew Lemos & Eide Bailly	Microsoft Teams Meeting	P-Annual Report Data

EXHIBIT "A"

Highlands Community Charter School (216117)

Highlands Community Charter and Technical Schools 2024-06 Annual Audit

ID	Name	Description	State	Created Date	Accepted Date	Fulfilled By	Accepted By	Provided Comments
1	Journal Entry Samples	Please provide the purchase orders, invoices, shipping doc's journal entry backup and any other backup detail related to the JE samples below.	Accepted	05/06/2024	05/10/2024	Heather Crowley	Scott Gustafsson	
2	Board minutes 07-01-2023 through 02/29/2024	Please provide the board meeting minutes for this time period. If the board meeting minutes (not just agendas) are located on the organizations website you can check this request as complete.	Accepted	03/20/2024	05/28/2024		Scott Gustafsson	Natasha Lutsik : Minutes can be found here: https://hccs.hccts.org/apps/pages/23-24
3	New Board Member Bio	New Board members - If there are any new board members as of July 1, 2023 please provide a short bio for each new board member	Accepted	03/20/2024	05/28/2024		Scott Gustafsson	Natasha Lutsik : Mike Reid:\nI\'m Mike Reid, a Board Member for Highlands. I\'ve been an educator for over 38 years. In my career, I\'ve served as a teacher, Vice-Principal, Principal, and Schools Superintendent. I\'ve had the opportunity to assist and be honored with recognition for 3 California Distinguished Schools. My journey in charter schools has spanned over 9 years, overseeing a new charter school and serving as the Learning Analyst for another. \nI was blessed with the opportunity to serve as a consultant for the state of Hawaii for almost three years focusing on school academic improvement.\n\nIt is an honor to serve the staff and community at Highlands.

4	Contact Info for Board President	Provide the following information for the board president or the board member assigned with communication with the audit partner: > Name > Title > Email	Accepted	03/20/2024	05/28/2024		Scott Gustafsson	Natasha Lutsik : Ernie Daniels, Natasha Lutsik : erniedaniels7@gmail.com and 916-761-6301
5	1st Interim report	Please provide 1st Interim report in PDF for each charter school	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
6	2nd Interim Report	Please provide 2nd Interim report in PDF for each charter school	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
8	General Ledger Detail	Please provide in excel a general ledger detail for the organization for the 23-24 fiscal year to date.	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
9	Board minutes for 03/01/2024 through the date of fieldwork		Accepted	03/20/2024	08/06/2024		Joshua Spoon	Natasha Lutsik : Board minutes can be found here: https://hccs.hccts.org/apps/pages/23-24
10	Attorney Listing	Provide a listing of all attorneys used by the Organization please include: 1. Address 2. Email 3. Contact person	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson	
11	List of Board Members	2023-2024 board member listing, title, along with current term beginning and end dates. Note: These will be the board members presented on the final audit report as of June 30. Please ensure that this information is as of June 30, 2024, as well as any resignations that occurred shortly before and after.	Accepted	03/20/2024	05/10/2024	Natasha Lutsik	Scott Gustafsson	
12	Terminated Employees	Provide a list of all terminated employee within the June 30, 2023, fiscal year. EB will select an employee and will request the last paycheck to ensure that the calculation was accurate.	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	

13	Employee Changes	Provide a list of all employees that have had changes to the pay for the June 30, 2024, fiscal year. Please note that auditor will need the employee contract for those employees selected for review	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
14	New Employees	Provide a list of all new employees within the June 30, 2023, fiscal year. Please note that auditor will need the employee contract for those employees selected for review	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
15	Salary and Hour Employees	Provide a list of all salary and hourly employees. Please note that auditor will need the employee contract, time sheets, and any form used to track vacation and or sick time for those employees selected for review	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
16	Payroll Registers	Please provide payroll registers for the months of October 2023, January 2024, and February 2024	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
17	Bargaining Unit Agreements	Current bargaining unit agreements effective for the June 30, 2024, fiscal year	Accepted	03/20/2024	06/26/2024		Joshua Spoon	Gracyn Ortiz : N/A, Matthew Lemos : Not Applicable.
18	Bank Reconciliations and Statements	Bank reconciliations and bank statements for the months of October 2023, January 2024, and February 2024.	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	Heather Crowley : East West Bank Accounts were not yet open in October, so there are only Jan/Feb statements for that account.
19	List of Credit Cards	Provide a list of all credit cards that the organization had during the June 30, 2024, fiscal year as well as the authorized holder of each credit card.	Accepted	03/20/2024	06/26/2024	Gracyn Ortiz	Joshua Spoon	
20	List of Bank Accounts	Listing of all bank accounts (account number and branch address) and authorized signers, updated from the prior year. Please indicate if there were any new accounts or accounts closed during 2023 fiscal year	Accepted	03/20/2024	06/26/2024	Gracyn Ortiz	Joshua Spoon	

21	Deposit sample	Please provide a deposit slip from a school site which is approved by the Site Principle/Personnel and by the Financial Staff at the district office(Director of Fiscal).	Accepted	05/06/2024	06/04/2024	Heather Crowley	Scott Gustafsson	
22	Revenue Sample	Please provide the GL detail, deposit backup and grant letter matching from any revenue received from the County in the 23-24 school year. Please include proof of review by Director of Fiscal.	Accepted	05/06/2024	05/10/2024	Heather Crowley	Scott Gustafsson	
23	Travel Expense Sample	Please provide any expense related to Travel. Include the invoice, travel reimbursement request, receipts and approvals for the related to the travel expenses.	Accepted	05/06/2024	06/04/2024	Heather Crowley	Scott Gustafsson	
24	Credit Card Sample	Please provide the invoice, purchase order, receiving documents and any approval documentation backup for any credit card transaction that took place during the 23-24 school year.	Accepted	05/06/2024	06/04/2024	Heather Crowley	Scott Gustafsson	
25	Capital Asset Spending Sample	Please provide the property and equipment asset expenditure list.	Accepted	05/06/2024	05/10/2024	Heather Crowley	Scott Gustafsson	
26	Disposed Asset testing	Please provide the disposed asset list for the 23-24 school year.	Accepted	05/06/2024	06/11/2024		Jordan Evans	
27	WIP Testing	Please provide the Work in Progress(WIP) schedule for the 23-24 year end.	Accepted	05/06/2024	06/11/2024		Jordan Evans	Heather Crowley : See #136 - Fixed asset schedule
28	Prepaid Testing	Please provide the prepaid expense roll forward and the prior year schedule(22-23 year) for prepaid expenses.	Accepted	05/06/2024	05/28/2024	Heather Crowley	Scott Gustafsson	
29	Debt Testing	Please provide the debt schedule which includes amortizations and payment schedules for the 23-24 school year. Also include the approvals from management of the provided schedules.	Accepted	05/06/2024	06/26/2024	Gracyn Ortiz	Joshua Spoon	
31	P2 Report	Provide P2 ADA report (Original and revised if applicable)	Accepted	03/20/2024	06/28/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Hello. Please provide the PDF from the PADC Website. We have attached last year\'s P2 Information for reference.

32	P2 Backup	Provide backup documentation utilized to prepare the P2 ADA report	Accepted	03/20/2024	06/25/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Is there any more of a breakout on a granular level of how the ADA is determined. Typically we verify the apportioned days per student and confirm that the proper divisor is used based off the academic calendar. If possible, can the backup include the number of apportioned days per student as well as a breakout of the date ranges in each Attendance Month?\nIf need be, we might need to break the backup down by track if multiple tracks exist.
33	Monthly Attendance Summary	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
34	Monthly Attendance Detail	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	06/25/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : the CICA Detail does not seem to tie to the summary. The Summary showing a Month 2 Apportionment of 59095 while the Detail indicates 61492. Which is accurate. I also notice that the Month 2 is just August, which is strange as most Attendance Months tend to include portions of other months. Are we certain these details are pulling from Attendance Month 2 and not just August?
35	List of teachers for 2023-2024 fiscal year		Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
36	Attendance Code Key	Attendance code key for each school site if all the schools are using different codes. If they are using the same codes then we will only need one	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
37	Independent Study Policy	Please provide the independent study board policy pursuant to Education Code Section 51747	Accepted	03/20/2024	06/24/2024	Matthew Lemos	Joshua Spoon	

38	Independent Study Summary	Please provide Monthly Attendance Summary Report Month 2 for each charter school for independent Study	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	Matthew Lemos : Joshua, I know there was some back and forth on month 2, please let me know if this works.
39	Independent Study Detail	Please provide Monthly Attendance Detail Reports Month 2 for each charter school for independent study	Accepted	03/20/2024	06/24/2024		Joshua Spoon	
40	Independent Study Teachers	List of teachers for all school sites for the 2023 fiscal year that provide independent study program. (Please separate Long-Term Teachers versus Short-Term Teachers.)	Accepted	03/20/2024	06/24/2024		Joshua Spoon	
41	School Calendar	2023-2024 calendar	Accepted	03/20/2024	05/10/2024	Natasha Lutsik	Scott Gustafsson	
42	Unduplicated 1.18	Please provide a certified 1.18 Report for school (Please provide in excel format for sorting purposes) 1.18 - FRPM/ English Learner/ Foster Youth - Student List Report Please note a sample will be selected from the following populations: > Only EL student, > Only free and reduced students > student who are both EL and F&R	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
43	Unduplicated - EL Reclassification Criteria	Please provide the EL reclassification criteria.	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
44	Educator Effectiveness	Please provide the Charter's spending plan for the Educator Effectiveness Funds	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
45	Educator Effectiveness	Please provide the corresponding board minutes/agenda for the date that the plan was presented in a public meeting of the governing board.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
46	Educator Effectiveness	Please provide the corresponded board minutes/agenda for the date that the plan was adopted.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
47	Educator Effectiveness	Please provide the Charter's expenditure report submitted to CDE for the Educator Effectiveness Funds	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	

48	Educator Effectiveness	Please provide documentation indicating that the expenditure report was submitted prior to September 30, 2024	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
49	Local Control and Accountability Plan	2023-2024 Local Control and Accountability Plan in PDF	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
50	ELOG - Expenses	Please provide a detail of expense charged to the program by charter school for resource 7425 and 7426	Accepted	03/20/2024	05/10/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : No expenses in FY 2023-24.
51	Expanded Learning Opportunities Program (ELO-P)	LEA's Expanded Learning Opportunities Program Plan that has been updated or revised for the 2023-2024 school year.	Accepted	03/20/2024	05/06/2024		Jonathan Clement	Gracyn Ortiz : We do not receive ELO-P funding.
52	CICA - LCAP Planning	Please provide the following if applicable: 1. Date(s) of presentation to Parent Advisory Committee (EC 52062(a)(1) or 52068(a)(1)) 2.Date(s) of presentation to English Learner Parent Advisory Committee (ELPAC), if applicable (EC 52062(a)(2) or 52068(a)(2)) 3.Date(s) of Superintendent's notification to public regarding the regarding the specific actions and expenditures proposed to be included in the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(a)(3) or 52068(a)(3)) 4.Date of public meeting to adopt the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(b)(2) or 52068(b)(2))	Accepted	05/06/2024	06/14/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
53	CICA - LCAP Planning	Please provide the 24-25 LCAP.	Accepted	05/06/2024	09/07/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
54	Independent Study Ratio	Calculation and supporting documentation	Accepted	05/30/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
55	P2 Report	Provide P2 ADA report (Original and revised if applicable)	Accepted	03/20/2024	06/28/2024	Matthew Lemos	Joshua Spoon	

56	P2 Backup	Provide backup documentation utilized to prepare the P2 ADA report	Accepted	03/20/2024	06/25/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Is there any more of a breakout on a granular level of how the ADA is determined. Typically we verify the apportioned days per student and confirm that the proper divisor is used based off the academic calendar. If possible, can the backup include the number of apportioned days per student as well as a breakout of the date ranges in each Attendance Month?\nIf need be, we might need to break the backup down by track if multiple tracks exist.
57	Monthly Attendance Summary	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
58	Monthly Attendance Detail	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	08/06/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Hi there. The Dates are perfect. However, what I wanted to select Student Absences are indications of Code 901. This detail does not possess that., Joshua Spoon : Hello. I have been able to select samples for most of the schools, but did not get the Code 901 for North Laguna 2. Please provide them
59	List of teachers for 2023-2024 fiscal year		Accepted	03/20/2024	06/24/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Can I get this split out by Site? We will be selecting teachers from the specific sites for testing.
60	Attendance Code Key	Attendance code key for each school site if all the schools are using different codes. If they are using the same codes then we will only need one	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	

61	Absent Notes or Phone Logs	Please provide phone logs and or absent notes within the attendance system for Month 2 for the following Sites: Auburn Folsom 2 Garden Grove 2 Hemlock 2 Hillsdale Howe Maple Marconi 2 North Laguna North Laguna 2	Accepted	03/20/2024	07/01/2024		Joshua Spoon	
62	Missing Teacher Attendance Report	Please provide an attendance report showing all the teachers that haven't taken attendance during the Month 2 for the following schools. Auburn Folsom 2 Garden Grove 2 Hemlock 2 Hillsdale Howe Maple Marconi 2 North Laguna North Laguna 2	Accepted	03/20/2024	08/23/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : The listing of Screenshots indicates when the Missing Attendance Was Taken, but not the date it was for. Is there any way I can get that information to determine what I need to select?, Joshua Spoon : I have attached a worksheet consolidating the supports provided. Please fill in the empty cells with the appropriate information.
63	Independent Study Policy	Please provide the independent study board policy pursuant to Education Code Section 51747	Accepted	03/20/2024	06/24/2024		Joshua Spoon	
64	Independent Study Summary	Please provide Monthly Attendance Summary Report Month 2 for each charter school for independent Study	Accepted	03/20/2024	06/25/2024		Joshua Spoon	
65	Independent Study Detail	Please provide Monthly Attendance Detail Reports Month 2 for each charter school for independent study separated by school site	Accepted	03/20/2024	06/25/2024		Joshua Spoon	

66	Independent Study Teachers	List of teachers for each school site for the 23/24 fiscal year that provide independent study program. (Please separate Long-Term Teachers versus Short-Term Teachers.)	Accepted	03/20/2024	06/25/2024		Joshua Spoon
67	Instructional Minutes Calculation	Please provide instructional minutes calculation showing the minimum daily requirement was met	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon
68	School Calendar	2023-2024 calendar	Accepted	03/20/2024	05/10/2024	Natasha Lutsik	Scott Gustafsson
69	Bell Schedules	Please provide the bell schedule for school (regular, minimum, early release, etc.). This should be the same schedules that sites provide to parents Note: Please include ALL bell schedules, including rally schedules, minimum day schedules, early release schedules, assembly schedules, etc.	Accepted	03/20/2024	05/28/2024	Natasha Lutsik	Scott Gustafsson
70	Unduplicated 1.18	Please provide a certified 1.18 Report for school (Please provide in excel format for sorting purposes) 1.18 - FRPM/ English Learner/ Foster Youth - Student List Report Please note a sample will be selected from the following populations: > Only EL student, > Only free and reduced students > student who are both EL and F&R	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson
71	Unduplicated - EL Reclassification Criteria	Please provide the EL reclassification criteria.	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon
72	Educator Effectiveness	Please provide the Charter's spending plan for the Educator Effectiveness Funds	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson
73	Educator Effectiveness	Please provide the corresponding board minutes/agenda for the date that the plan was presented in a public meeting of the governing board.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson

74	Educator Effectiveness	Please provide the corresponded board minutes/agenda for the date that the plan was adopted.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
75	Educator Effectiveness	Please provide the Charter's expenditure report submitted to CDE for the Educator Effectiveness Funds	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
76	Educator Effectiveness	Please provide documentation indicating that the expenditure report was submitted prior to September 30, 2024	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
77	ELOG - Expenses	Please provide a detail of expense charged to the program by charter school for resource 7425 and 7426	Accepted	03/20/2024	06/03/2024		Scott Gustafsson	Gracyn Ortiz : Funds fully expended in in prior years- no expenses in FY 23-24.
78	Local Control and Accountability Plan	2023-2024 Local Control and Accountability Plan in PDF	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
79	Expanded Learning Opportunities Program (ELO-P)	2023-2024 daily operational schedules for ELOP, including any revisions made to schedules, for the school sites indicated below.	Accepted	03/20/2024	05/06/2024		Jonathan Clement	Gracyn Ortiz : We do not receive ELO-P funding.
80	Charter School Facility Grant Program (SB 740) Expenditures	Provide a list of expenditures for the program for each charter school (Please note a sample will be selected and backup documentation will need to be provided).	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : No expenses booked yet- still pending our award allocation.
81	Charter School Facility Grant Program (SB 740) Applications	Please provide the application for each charter that receives funding.	Accepted	03/20/2024	06/04/2024	Gracyn Ortiz	Scott Gustafsson	

82	HCC - LCAP planning	Please provide the following if applicable: 1. Date(s) of presentation to Parent Advisory Committee (EC 52062(a)(1) or 52068(a)(1)) 2.Date(s) of presentation to English Learner Parent Advisory Committee (ELPAC), if applicable (EC 52062(a)(2) or 52068(a)(2)) 3.Date(s) of Superintendent's notification to public regarding the regarding the specific actions and expenditures proposed to be included in the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(a)(3) or 52068(a)(3)) 4.Date of public meeting to adopt the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(b)(2) or 52068(b)(2))	Accepted	05/06/2024	06/14/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
83	HCC - 24-25 LCAP Plan	Please provide the 24-25 LCAP.	Accepted	05/06/2024	09/07/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
84	Independent Study Ratio	Calculation and supporting documentation	Accepted	05/30/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson	Matthew Lemos : No long-term IS offered at HCCS.
85	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
86	If the certification was not completed, provide a waiver approved by CDE		Accepted	03/20/2024	07/11/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : Will be applying for Waiver in June. Will provide by June 28th., Gracyn Ortiz : certification was completed and uploaded in area 85.

87	2023-2024 LEA-prepared calculations and supporting reports and documentation to demonstrate compliance with the Supplement not Supplant requirement described below.	Pursuant to EC Section 8820(g)(2), LEAs are required to use AMS funds to increase funding for arts education programs, as defined by EC Section 8821(a) and not to supplant existing funding for those programs.	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : Will not have data until mid June.
88	2023-2024 LEA-prepared calculations and supporting reports and documentation to demonstrate compliance with the Minimum Instructional Costs requirement described below.	Pursuant to EC Section 8820(g)(1), for an LEA with an enrollment of 500 or more pupils, at least 80 percent of AMS funds (Resource 6770) must be expended to employ certificated or classified employees (instructional costs) to provide arts education program instruction. Remaining funds are to be used for training, supplies and materials, and arts education partnership programs (non-instructional costs) as defined by EC Section 8821(a).	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : Will not have data until mid June.
89	2023-2024 LEA-prepared calculations and supporting reports and documentation to demonstrate compliance with the Maximum Administrative Costs requirement described below.	Pursuant to EC Section 8820(g)(3), an LEA may not expend more than 1 percent of AMS funds received (Resource 6770) on administrative costs, including indirect costs, to implement Chapter 5.1 of Part 6 of Division 1 of Title 1 of the Education Code.	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : Will not have data until mid June.
90	Annual ADA	Provide Annual ADA report (Original and revised if applicable)	Accepted	03/20/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : Please provide the PADC Printout for CICA\'s Annual ADA when Available.
91	Annual ADA Backup	Provide backup documentation utilized to prepare the Annual ADA report	Accepted	03/20/2024	07/17/2024	Matthew Lemos	Joshua Spoon	
92	EPA	Please provide a final detail listing of all expenses for Education Protection Account program.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson	
93	J-13A Attendance Waiver	Please provide any documents pertaining to any attendance waivers filed and approved or denied for 2023-2024.	Accepted	03/20/2024	08/14/2024		Joshua Spoon	
94	Annual ADA	Provide Annual ADA report (Original and revised if applicable)	Accepted	03/20/2024	08/17/2024	Matthew Lemos	Scott Gustafsson	

95	Annual ADA Backup	Provide backup documentation utilized to prepare the Annual ADA report	Accepted	03/20/2024	08/17/2024	Matthew Lemos	Scott Gustafsson
96	EPA	Please provide a final detail listing of all expenses for Education Protection Account program.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
97	J-13A Attendance Waiver	Please provide any documents pertaining to any attendance waivers filed and approved or denied for 2023-2024.	Accepted	03/20/2024	08/14/2024		Joshua Spoon
98	Trial Balance	Please provide the Trial balance for all school sites	Accepted	03/20/2024	09/07/2024	Heather Crowley	Scott Gustafsson
99	Unaudited Actuals	Provide unaudited actual or alternative form issued to the authorizer for each charter School as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson
100	DAT File	Provide DAT file for each charter school as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson
101	Form 62	Provide Form 62 for each charter school as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson
102	Provide functional expense allocation spreadsheet		Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson
103	Revenue Accrual Template	Provide Revenue Accrual Template excel form that schedules of all categorical program calculation for revenue as of June 30, 2024 for each school site. Please ensure that all grant letters for each program noted on the worksheet are included	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson

104	Balance Sheet Detail	Includes a schedule of the following: -All accounts receivable accounts -All accounts payable accounts -Detail of the beginning balance for accounts receivable and reason remaining balances are still present -Detail of the beginning balance for accounts payable and reason remaining balances are still present -Detail of accrued vacation -Detail of Payroll and benefit Accruals -Listing of deferred revenue -Prepaid and Other Assets Detail -Fixed asset schedule that includes any WIP -List of Deletions or disposals of fixed assets -List of Additions of fixed Assets -Detail of Intercompany receivables and payables that matches what is recorded on the foundation or LLC side	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson	
105	Lease Agreements	Provide all lease agreements for the 2023-2024 fiscal year (includes all new and existing agreements) (includes Prop 39 lease agreements)	Accepted	03/20/2024	08/17/2024	Heather Crowley	Scott Gustafsson	
106	Lease agreements signed after June 30, 2024	please provide all lease agreements after June 30, 2024 (includes Prop 39 lease agreements)	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson	
107	Lease Payments	Please provide all lease payments for leases during the June 30, 2024, fiscal year.	Accepted	03/20/2024	08/17/2024	Heather Crowley	Scott Gustafsson	
108	Inventory Listing	Provide an inventory listing as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : We did not have an inventory as of June 30, 2024.
109	Deferred Revenue Grant Letters	Please provide grant letter for any grant balance noted in deferred revenue. (This is not related to state and federal programs that has deferred revenue)	Accepted	03/20/2024	10/18/2024	Heather Crowley	Scott Gustafsson	Heather Crowley : n/a - Only deferred revenue is 23-24 CSI grant

110	With Donor Restriction Grants	Provide grant letters for all With Donor Restriction grants received in the current year.	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson
111	With Donor Restriction Expenses	Please provide any expenses related to any With Donor Restriction revenue during the June 30, 2023, fiscal year.	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson
112	Loan Agreements	Please provide Loan agreements pertaining to any new debt obtained such as but not limited to the following: 1. Line of credit 2. Revolving loan 3. Note payables This also includes any amendments or extensions related to existing debt	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
113	Loan Agreement Payment Schedules	Provide the payment schedule for any new debt obtained during the June 30, 2024. This also includes any amendments to to payment schedules for existing debt.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
114	Bank Statements and Reconciliations	Please provide the bank statements and Reconciliations for June 30, 2024 and July 31, 2023 for all accounts.	Accepted	03/20/2024	10/02/2024	Gracyn Ortiz	Diego Rabadan
115	Investment Accounts	Provide all statement from any investments accounts that were active during the June 30, 2024, fiscal year. Eide Bailly will also request any reconciliation that the organization has prepared that documents, all sales, purchases interest and dividend revenue.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
116	LCFF Calculation	Please provide the LCFF calculation for the 2024 fiscal year	Accepted	03/20/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
117	Fixed Asset Detail	Please provide the Fixed Asset Detail for all sites.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson

118	General Ledger Detail	Please provide the GL Detail for the period between 7/1/2023 and 6/30/2024	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
119	Check Register 7/1/2024-9/15/2024	Please provide the checks paid out between 7/1/2024 and Date of Audit	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
120	Deposit Listing 7/1/2024-9/15/2024	Please provide the deposits made between 7/1/2024 and Date of Audit	Accepted	03/20/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson	
121	Journal Entry Listing (JV24) 3/1/2024-9/15/2024	Please provide a combined listing of Journal Entries between 3/1/2024-9/15/2024	Accepted	03/20/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson	
122	2023-2024 Labor Distribution Report for the federal program		Accepted	03/20/2024	09/07/2024	Gracyn Ortiz	Scott Gustafsson	
123	Cash or In-Kind Adult Ed Contributions	Please provide the Charter's Calculation of the nonfederal contribution that are used for Adult Education and literacy activities that are consistent with the purpose of AEFLA (29 USC 3302(b)(2))	Accepted	03/20/2024	09/03/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : See \"Match\" tab
124	Cash Management	Please provide the FY23/24 Report from the G5 System to determine cash reimbursements.	Accepted	03/20/2024	08/28/2024	Gracyn Ortiz	Scott Gustafsson	
125	Eligibility for Individuals	Please provide an excel list of all students enrolled in the Adult Education Program in FY23/24 so we can pull a sample to determine Eligibility.	Accepted	03/20/2024	09/14/2024	Gracyn Ortiz	Scott Gustafsson	Matthew Lemos : Income verifications & age verification for all students. Notes Matthew & Jonathan
126	Level of Effort Calculations	Please provide documentation to note that the Fiscal Effort Per Student or Aggregate Expenditures for Adult Ed in FY21/22 was not less than 90% of the Fiscal Effort Per Student or Aggregate Expenditures for Adult Ed in FY20/21	Accepted	03/20/2024	09/03/2024	Gracyn Ortiz	Scott Gustafsson	Matthew Lemos : All students with entry and exit dates, name or ID. - Notes Matthew & Jonathan
130	Charter School Facility Grant Program Sample	Please provide the supporting invoices so we can determine allowability for the CSFG Program	Accepted	06/20/2024	06/20/2024	Gracyn Ortiz	Joshua Spoon	

131	Unduplicated Sample - CICA	Attached are two populations. Please provide the appropriate documentation per the attached instructions	Accepted	06/20/2024	08/23/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : One student appears to be ineligible for FRPM Status. Additionally, one student is listed as not enrolled. Why are they on the 1.18 form? Were they a former student? Additionally. EL Support is still pending.
132	Unduplicated Sample - HCCS	Attached are two populations. Please provide the appropriate documentation per the attached instructions	Accepted	06/20/2024	08/23/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : All FRPM Testing Completed Awaiting EL Support. Sample List Amended to Reflect.
133	Career Technical Educational Incentive Grant	Please provide the Site's Budget Allocated to the CTEIG Program to verify that the Charter is matching two dollars to every dollar allocated by the State	Accepted	06/20/2024	06/24/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : CICA does not receive CTEIG .
134	Career Technical Education Incentive Grant	Please provide the Site's Budget Allocated to the CTEIG Program to verify that the Charter is matching two dollars to every dollar allocated by the State	Accepted	06/20/2024	07/02/2024	Gracyn Ortiz	Joshua Spoon	
200	Please provide a breakout of Enrollment as of P2 of FY23/24 by Site, Grade, and Track	This will be used to determine the sites we are selecting for Attendance Testing	Accepted	06/12/2024	06/24/2024	Matthew Lemos	Joshua Spoon	
201	Please provide a breakout of Enrollment as of P2 of FY22/23 by Site, Grade, and Track	This will be used to determine the sites we are selecting for Attendance Testing	Accepted	06/12/2024	06/24/2024	Matthew Lemos	Joshua Spoon	
205	HCCS Short Term IS Samples	For the following Students, Please provide the below information Demographic Information that asserts the Student Name and County of Residence Short Term Independent Study Written Agreement with Signatures signed no later than 30 days after the IS One piece of Work Samples that have been retained on File	Accepted	06/24/2024	07/17/2024	Matthew Lemos	Joshua Spoon	

206	HCCS Attendance Teacher Testing	Please provide the Month 2 Teacher Rosters for the following teachers	Accepted	06/24/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : I have provided an updated sample list to reflect some teachers not being available for Month 2. Additionally, I have attached last year\'s support which should allow me to tie the documentation to the HCCS Attendance Detail for Month 2 (8/7/2023-9/1/2023), Joshua Spoon : Due to one teacher not being available at Howe, I have selected an Alternate Teacher: Mozghova, Anna
207	CICA Long Term IS Teacher Samples	For the following Teachers, please provide the following documentation Month 2 Teacher Roster Class Title	Accepted	06/25/2024	07/17/2024	Matthew Lemos	Joshua Spoon	
208	CICA Long Term IS Student Samples	For the attached students, please provide the following Independent Study documentation Demographic information confirming the student's name and county of residence. Please include any information documenting if the student moved counties during this process. Written Independent Contract Document with signatures One example of work samples on file for the month Documentation to show the students participated in synchronous instruction Please fill out the spreadsheet indicated each student	Accepted	06/25/2024	08/14/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Support for Student #31000, Brandon Ramon Ruffin seems to indicate signatures on dates after apportionment was earned. Is this the only contract?
209	Payroll Internal Control Samples	For the three employees, please provide the described documents	Accepted	06/26/2024	07/17/2024	Matthew Lemos	Joshua Spoon	
210	Expense Internal Control Sample	Please provide the invoice and audit trail for the attached sample	Accepted	06/26/2024	07/02/2024	Gracyn Ortiz	Joshua Spoon	

220	2023-2024 Arts and Music Report	Please provide the FY2023-2024 Arts and Music Report posted the Charter's Website	Accepted	07/11/2024	07/22/2024		Joshua Spoon	Gracyn Ortiz : HCCS: https://hccs.hccts.org/apps/pages/AM, Gracyn Ortiz : CICA: https://www.cicacademy.org/apps/pages/AM
221	Board Approval of 2023-2024 Arts and Music Report		Accepted	07/11/2024	07/22/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : https://4.files.edl.io/3051/06/21/24/174050-40e47019-b547-44a8-b245-cb890d92a5ea.mp3
222	Arts and Music Expenditure List	Please provide the full list of expenditures allocated using the Arts and Music in Schools Grant (Prop 28)	Accepted	07/11/2024	08/07/2024	Gracyn Ortiz	Joshua Spoon	
230	HCCS Student Sample	Please provide the student name for each sample as well as documentation showing that the student was absent for the entire day and appropriately does not claim apportionment	Accepted	07/17/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
231	Attendance P2 Narrative	Please have the individual who prepares the P2 answer the attached questions	Accepted	07/17/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
232	Long Term IS Narrative	Please have the individual who prepares the CICA Independent Study Calculations complete this narrative.	Accepted	07/17/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
502	Revised P-2 Report	Include supporting schedules and reports that will match the P-2 report.	Accepted	06/10/2024	09/19/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : Can I get the Date Ranges of Each Track for P2? I will be calculating it against the calendar provided. Additionally, why is BV, ARI, 12th St., and KOLAS being deducted out of the ADA calculations in these adjustments?, Matthew Lemos : Joshua - I was notified by data that the final version slightly varied from the previous restatement for CICA due to the final review of student files. I have provided that data here., Joshua Spoon : Please provide the PDF Printouts of the PADC Reports for Revised P2, akin to how Annual was presented.

503	Please provide a detail of federal revenue/expenditure resources for FY23/24	This will be used to determine the year's Single Audit Testing	Accepted	08/12/2024	08/14/2024	Gracyn Ortiz	Joshua Spoon
504	Additional Unduplicated Sample - CICA	Attached are two populations. Please provide the appropriate documentation per the attached instructions	Accepted	08/31/2024	09/19/2024	Matthew Lemos	Scott Gustafsson
505	Additional Unduplicated Sample - HCCS		Accepted	08/31/2024	09/19/2024	Matthew Lemos	Scott Gustafsson
506	Lease Completeness Testing Sample	Please providing supporting documentation (invoice, purchase order, etc.) showing a description of the goods purchased/services performed.	Accepted	09/30/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
507	2024-2025 HCCTS Proposed Budget	Note: It looks like this was approved in the June 20, 2024 board meeting	Accepted	09/30/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
508	Subsequent AP Sample	Please provide documentation to support the following checks paid to determine if the expense should have been accrued in FY23/24.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
509	Substantive AP Sample	Please provide support for the following AP Samples.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
510	AP Account Details	Please provide the AP Details that make up the balances on specified accounts.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
511	Prepaid Expenses Sample	Please provide any documentation relating to the prepaid expenses listed on the Excel Workbook attached.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
512	Fixed Assets Additions Sample	Please provide supporting documentation (invoice, purchase order, etc.) for the fixed assets additions sample	Accepted	10/04/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson

513	Support for Variance in Bank Accounts	Please provide the support or explanation as to why the bank reconciliations are not matching the DAT Files we have. See attached Excel Workbook for specific accounts.	Accepted	10/17/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : #513 - The variance in the cash accounts is due to two things – first, the reconciliation report needed to be refreshed after closing, as there were some outstanding checks that were voided. A new report has been saved. This left a variance of $3,728.87, which is due to the inclusion of Fund 64-FSA in the recon/balance sheet. However, the FSA is not reported in SACS.
514	Detailed check register - FY 23-24	Please provide a detailed check register for the accounts ending in 6413 as well as 6421.	Accepted	10/17/2024	10/23/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : There were no checks cut out of 6421
515	M1 to M9 Attendance Summaries	Please provide Month 1 to Month 9 Attendance Summary	Accepted	01/23/2025	05/19/2025	Mark Lutgen	Scott Gustafsson	
516	941Tax Returns	Can you please provide all 4 quarters for the 941 related to the 2024 fiscal year: 1. 2023 3rd quarter 2. 2023 4th quarter 3. 2024 1st quarter 4. 2024 2nd quarter	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	
517	Medical Benefits	Can you please provide me a rate per employee for all benefits as well as total employees participating in each plan?	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	Paul Khoury : 464 employees were enrolled in the 2024 benefits program
518	401K/457 Contribution	Can you please provide a summary by month showing contribution matches?	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	Paul Khoury : Attached spreadsheet was provided by TCG HUB and shows all employee deductions and employer match contributions for July 2023 - June 2024. Please let me know if you need any additional information
519	Percentage of Salary increase for FY 22-23 and FY 23-24	Could you please provide us with the percentage of salary increases for FY 2022-23 and FY 2023-24? If the increase rates differ by employee type, kindly indicate that as well.	Accepted	01/28/2025	04/17/2025	Gracyn Ortiz	Joshua Spoon	Paul Khoury : We had 2 rounds of salary increases - effective 11/1/2023 a 5% increase,, then effective 4/1/2024 another 5% increase. Do you need the employee list showing everyone\'s new rates?

520	STRS and PERS Contributions	Please provide documentation supporting total STRS and PERS Contributions.	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	Paul Khoury : I provided copies of cks submitted to Sacramento County Office of Ed for monthly STRS conrtibutions. We do not have PERS at Highlands. Please let me know if there\'s anything else you need for this request.
521	To determine a baseline, please provide a listing of Arts Education Expenses in FY22/23		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2022-23.
522	To determine a baseline, please provide a listing of Arts Education Expenses in FY23/24		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2023-24.
523	To determine a baseline, please provide a listing of Arts Education Expenses in FY22/23		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2022-23.
524	To determine a baseline, please provide a listing of Arts Education Expenses in FY23/24		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2023-24.
525	Expense Analytical Followup		Accepted	02/21/2025	04/17/2025	Gracyn Ortiz	Joshua Spoon	
526	Independent Study Ratio		Accepted	02/24/2025	05/19/2025	Matthew Lemos	Scott Gustafsson	
527	UPP exception noted for EL testing		Accepted	05/13/2025	05/19/2025	Matthew Lemos	Scott Gustafsson	
7	Audit Planning Questionnaire	Please complete the attached audit planning questionnaire in full and return to us. If you would prefer to setup a conference call to go through the questions together please contact the engagement lead or partner and we will setup a meeting.	Outstanding	03/20/2024				Matthew Lemos : I apologize if I missed it but is there an attachment for this item?
30	Net Asset Testing	Please provide the net asset classification determinization that will be included in the unaudited actuals for the 23-24 school year along with some form of approval of these figures by management.	Outstanding	05/06/2024				Diana Gonsalves : Can you provide a sample of what this would look like? I am not familiar with this request, Thanks Diana

127	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Outstanding	03/20/2024		
128	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Outstanding	03/20/2024		
500	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Outstanding	03/20/2024		
529	State auditor Independent Study Ratio calculations		Outstanding	06/27/2025		Matthew Lemos : Jonathan, we were not provided the CSA calculations. I will request them now to see if it is possible to obtain.
528	Revised P2 Attendance Reports		Fulfilled	06/27/2025	Kat Michiels	

Financial Statements
June 30, 2024

Highlands Community Charter and Technical Schools

(Operating: Highlands Community Charter School #1674 and California Innovative Career Academy #2072)

Highlands Community Charter and Technical Schools

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Independent Auditor's Report

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

Report on the Audit of the Financial Statements

Disclaimer of Opinion

We were engaged to audit the financial statements of the Highlands Community Charter and Technical Schools (the Organization) (a California Nonprofit Public Benefit Corporation), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We do not express an opinion on the accompanying financial statements of the Organization. Because of the significance of the matter described in the Basis for Disclaimer of Opinion paragraph, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion. Accordingly, we do not express an opinion on these financial statements.

Basis for Disclaimer of Opinion

The Organization recognizes Local Control Funding Formula as its primary source of revenue. The Organization was unable to provide adequate support for the Second Period (P2) and Annual (PA) reports of attendance submitted to the California Department of Education to support its recording of this source of revenue. The absence of adequate documentation and reconciliations prevented us from obtaining sufficient audit evidence related to these revenue amounts recorded in the financial statements. As a result of this matter, we were unable to determine whether any adjustments might have been necessary for related amounts included in the statement of financial position and the statements of activities, functional expenses, and cash flows.

Substantial Doubt About the Entity's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared under the assumption that the Organization will continue as a going concern. As disclosed in Note 9 to the financial statements, the Organization has received a report from the California State Auditor that potentially impacts both current and future funding, resulting in substantial doubt regarding the Organization's ability to continue operating. Management's evaluation of these events and conditions, and management's plans regarding these matters are also described in Note 9. The financial statements do not include any adjustments that may result from the outcome of this uncertainty. Our disclaimer of opinion is not modified in respect to this matter.

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Correction of an Error

As discussed in Note 8 to the financial statements, certain errors resulting in an understatement of amounts previously reported for accounts payable and expenses as of and for the year ended June 30, 2023, were discovered by management of the Organization during the current year. Accordingly, an adjustment has been made to net assets as of July 1, 2023, to correct the error. Our disclaimer of opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our responsibility is to conduct an audit in accordance with auditing standards generally accepted in the United States of America and to issue an auditor's report. However, because of the matter described in the Basis for Disclaimer of Opinion section of our report, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on these financial statements.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit.

Supplementary Information

We were engaged for the purpose of forming an opinion on the financial statements that collectively comprise the Organization's financial statements. The Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards*, and other supplementary information on pages 19-26 are presented for purposes of additional analysis and are not a required part of the financial statements. Because of the significance of the matters described in the Basis for Disclaimer of Opinion section of our report, it is inappropriate to, and we do not express an opinion on this information.

Other Information

Management is responsible for the other information included in the financial statements. The other information comprises the Local Education Agency Organization Structure but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 31, 2025 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Eide Bailly LLP

Rancho Cucamonga, California
December 31, 2025

Highlands Community Charter and Technical Schools
Statement of Financial Position
June 30, 2024

Assets	
Current assets	
Cash	$ 47,720,201
Receivables	24,681,067
ERC receivable	3,698,515
Prepaid expenses	11,553,298
Total current assets	87,653,081
Non-current assets	
Security deposit	321,181
Property and equipment	2,289,902
Operating lease right-of-use asset	21,037,274
Finance lease right-of-use asset	38,343
Total non-current assets	23,686,700
Total assets	$ 111,339,781
Liabilities	
Current liabilities	
Accounts payable and accrued liabilities	$ 26,923,660
Refundable advance	87,192
Current portion of operating lease liability	6,583,137
Current portion of finance lease liability	38,343
Total current liabilities	33,632,332
Long-term liabilities	
Operating lease liability, less current portion	15,901,513
Total liabilities	49,533,845
Net Assets	
Without donor restrictions	51,195,644
With donor restrictions	10,610,292
Total net assets	61,805,936
Total liabilities and net assets	$ 111,339,781

Highlands Community Charter and Technical Schools

Statement of Activities
Year Ended June 30, 2024

	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenues			
Local Control Funding Formula	$ 145,404,656	$ 1,720,706	$ 147,125,362
Federal revenue	-	2,109,495	2,109,495
Other state revenue	2,408,816	11,665,012	14,073,828
Local revenues	1,655,301	-	1,655,301
Net assets released from restrictions	16,491,170	(16,491,170)	-
Total support and revenues	165,959,943	(995,957)	164,963,986
Expenses			
Program services	127,776,000	-	127,776,000
Management and general	28,350,832	-	28,350,832
Total expenses	156,126,832	-	156,126,832
Change in Net Assets	9,833,111	(995,957)	8,837,154
Net Assets, Beginning of Year	54,179,158	11,606,249	65,785,407
Prior Period Adjustment (Note 8)	(12,816,625)	-	(12,816,625)
Net Assets, Beginning of Year, as Restated	41,362,533	11,606,249	52,968,782
Net Assets, End of Year	$ 51,195,644	$ 10,610,292	$ 61,805,936

Highlands Community Charter and Technical Schools
Statement of Functional Expenses
Year Ended June 30, 2024

	Program Services	Management and General	Total Expenses
Salaries	$ 49,101,391	$ 5,312,628	$ 54,414,019
Employee benefits	6,879,138	2,105,900	8,985,038
Payroll taxes	11,654,822	-	11,654,822
Fees for services	6,110,802	17,545,142	23,655,944
Advertising and promotions	1,829,726	-	1,829,726
Office expenses	3,353,559	2,922,934	6,276,493
Information technology	12,934,088	-	12,934,088
Occupancy	14,048,888	209,560	14,258,448
Travel	2,899,796	-	2,899,796
Interest	3,364	-	3,364
Depreciation and amortization	-	254,668	254,668
Amortization of right-of-use asset	63,189	-	63,189
Insurance	489,120	-	489,120
Other expenses	166,350	-	166,350
Capital outlay	15,301,408	-	15,301,408
Instructional materials	1,425,029	-	1,425,029
District oversight fees	1,515,330	-	1,515,330
Total functional expenses	$ 127,776,000	$ 28,350,832	$ 156,126,832

Highlands Community Charter and Technical Schools
Statement of Cash Flows
Year Ended June 30, 2024

Operating Activities	
Change in net assets	$ 8,837,154
Adjustments to reconcile change in net assets to net cash from (used for) operating activities	
Depreciation and amortization expense	254,668
Finance lease amortization	63,189
Changes in operating assets and liabilities	
Receivables	9,377,077
Prepaid expenses	(9,804,285)
Security deposits	(113,157)
Accounts payable and accrued liabilities	7,431,342
Refundable advance	(1,984)
Operating lease assets and liabilities	992,209
Net Cash from (used for) Operating Activities	17,036,213
Investing Activities	
Purchases of property and equipment	(125,000)
Financing Activities	
Principal payments on finance leases	(63,189)
Net Change in Cash	16,848,024
Cash, Beginning of Year	30,872,177
Cash, End of Year	$ 47,720,201
Supplemental Cash Flow Disclosure	
Cash paid during the year in interest	$ 3,364

Note 1 - Principal Activity and Significant Accounting Policies

Organization

Highlands Community Charter and Technical Schools (the Organization) is a California not-for-profit organization. During the fiscal year ended June 30, 2024, the Organization operated two charter schools, Highlands Community Charter School and California Innovative Career Academy.

Highlands Community Charter School petitioned and was approved for a charter through Twin Rivers Unified School District on July 1, 2019, for a seven-year period ending June 30, 2026. The Organization was approved by the State of California Department of Education on July 1, 2014, and currently serves approximately 9,069 students.

California Innovative Career Academy petitioned and was approved for a charter through Twin Rivers Unified School District on July 1, 2019, for a seven-year period ending June 30, 2026. The Organization was approved by the State of California Department of Education on June 27, 2019, and currently serves approximately 3,180 students. California Innovative Career Academy opened on August 12, 2019.

The mission of the Organization is serving the unserved, by providing the education for a high school diploma to students, along with elective courses leading to a Certificate of Completion in one of the Organization's Career and Technical Education courses, thereby giving students all of the tools necessary to obtain a livable wage job, and a future for themselves and their family. The Organization offers students additional courses and time beyond the required schedules listed in the Schedule of Instructional Time.

Basis of Accounting

The accompanying financial statements were prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as applicable to nonprofit organizations. Revenues are recognized as discussed below, and expenditures are recognized in the accounting period in which the liability is incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions.

Net Assets with Donor Restrictions – Net assets subject to donor (or certain grantor) restrictions. Some donor imposed (or grantor) restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity.

Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor, per insured bank, for each account ownership category. At June 30, 2024, the Organization had approximately $50,935,184, in excess of FDIC-insured limits.

Receivables and Credit Policies

Receivables consist primarily of noninterest-bearing amounts due for educational programs. Management determines the allowance for uncollectable receivables based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable. No allowance for doubtful accounts has been established, as the Organization deems all amounts to be fully collectible. Substantially all outstanding receivables as of June 30, 2024 are due from state and/or federal sources related to grant contributions and are expected to be collected within a period of less than one year.

Property and Equipment

Property and equipment additions over $5,000 are recorded at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any remaining gain or loss is included in the statement of activities. Cost of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2024.

Right-of-Use Leased Assets and Liabilities

Right-of-use leased assets and the related liabilities are recognized at the lease commencement date and represent the Organization's right-of-use an underlying asset and lease obligations for the lease term. Right-of-use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. Right-of-use leased assets are amortized over the shorter of the lease term or the useful life of the underlying asset using the straight-line method. The amortization period varies among the leases.

Revenue and Revenue Recognition

Operating funds for the Organization are derived principally from state and federal sources. The Organization receives state funding based on each of the enrolled student's average daily attendance (ADA) in its school. Contributions are recognized when cash or notification of an entitlement is received.

A portion of the Organization's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received. No significant contributions of such goods or services were received during the year ended June 30, 2024.

Functional Allocation of Expenses

The financial statements report categories of expenses that are attributed to program service activities or supporting services activities such as management and general activities and fundraising and development activities. The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on management's estimates. The expenses that are allocated include salaries, employee benefits, fees for services, office expenses, and occupancy, which are allocated on the basis of estimates of time and effort.

Income Taxes

The Organization, including other related entities noted above, is organized as a California nonprofit corporation and has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3), and qualifies for the charitable contribution deduction under Section 170(b)(1)(A)(vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purposes. The Organization determined that it is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Management believes that the Organization has appropriate support for any tax positions taken affecting its annual filing requirements, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization would recognize future accrued interest and penalties related to unrecognized tax benefits and liabilities in income tax expense if such interest and penalties are incurred.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash, money market accounts, and certificates of deposit with financial institutions believed by management to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies supportive of the Organization's mission.

Note 2 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

Cash	$ 47,720,201
Receivables	24,681,067
Less: net assets with donor restrictions	(10,610,292)
Total	$ 61,790,976

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations become due.

Note 3 - Property and Equipment

Property and equipment consist of the following at June 30, 2024:

Leasehold improvements	$ 1,547,496
Building	1,016,493
Computer and equipment	1,226,610
Total property and equipment	3,790,599
Less accumulated depreciation and amortization	(1,500,697)
Total	$ 2,289,902

Note 4 - Leases

The Organization leases certain real property for the operations of the charter school and equipment at various terms under long-term non-cancelable operating lease and finance lease agreements. The leases expire at various dates through 2028 and provide for renewal options ranging from 1 year to 5 years. The Organization includes in the determination of the right-of-use assets and lease liabilities any renewal options reasonably certain to be exercised. The Organization's operating lease provides for increases in future minimum annual rental payments. Additionally, the operating lease agreement requires the Organization to pay real estate taxes, insurance, and repairs.

The weighted-average discount rate is based on the discount rate implicit in the lease. If the implicit rate is not readily determinable from the lease, the Organization estimates an applicable incremental borrowing rate. The incremental borrowing rate is estimated using the Organization's applicable borrowing rates and the contractual lease term.

The Organization has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

The Organization elected the practical expedient to not separate lease and non-lease components for real property and equipment leases.

Total lease costs for the year ended June 30, 2024 were as follows:

Operating lease cost	$ 9,064,309
Finance lease cost	66,553
Interest expense	3,364
Amortization of right-of-use assets	63,189

The following table summarizes the supplemental cash flow information for the year ended June 30, 2024:

Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flows from operating leases	$ 8,072,100
Operating cash flows from finance leases	66,553
Right-of-use assets obtained in exchange for lease liabilities	
Operating leases	$ 2,317,117

The following summarizes the weighted-average remaining lease term and weighted-average discount rate:

Weighted-average remaining lease term	
Operating leases	3.45 Years
Finance leases	0.53 Years
Weighted-average discount rate	
Operating leases	5.00%
Finance leases	5.00%

The future minimum lease payments under noncancelable operating and finance leases with terms greater than one year are listed below as of June 30, 2024:

	June 30, 2024	
	Operating	Finance
2025	$ 7,236,985	$ 38,822
2026	7,619,222	-
2027	7,877,643	-
2028	1,491,631	-
2029	120,972	-
Total lease payments	24,346,453	38,822
Less interest	(1,861,803)	(479)
Present value of lease liabilities	$ 22,484,650	$ 38,343

Note 5 - Net Assets

Net assets consist of the following at June 30, 2024:

Net assets with donor restrictions	
Subject to expenditure for specified purpose	
State programs	$ 10,610,292

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors for the year ended June 30, 2024.

Net assets released from donor restrictions	
Satisfaction of purpose restrictions	
Federal programs	$ 2,109,495
State programs	14,381,675
Total nets assets released from donor restrictions	$ 16,491,170

Note 6 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers' Retirement System (CalSTRS).

The details of each plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The Organization contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. If a participating employer stops contribution to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers as all plan assets are held by the plan and all benefit obligations are borne by the STRP.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2022, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: http://www.calstrs.com/member-publications.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and nonemployer contributing entity to the STRP.

The Organization contributes exclusively to the STRP Defined Benefit Program; thus, disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2024, are summarized as follows:

	STRP Defined Benefit Program	
Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 60	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	60	62
Monthly benefits as a percentage of eligible compensation	2.0% - 2.4%	2.0% - 2.4%
Required employee contribution rate	10.25%	10.205%
Required employer contribution rate	19.10%	19.10%
Required state contribution rate	10.828%	10.828%

Contributions

Required member, the Organization, and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2024, are presented above and the Organization's total contributions were $4,436,840.

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the Organization. These payments consist of State General Fund contributions to CalSTRS in the amount of $1,486,339 (10.828% of annual payroll). Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements.

Social Security

Public sector employees who are not members of their employer's existing retirement system (CalSTRS) are covered by social security or an alternative plan. The Organization has elected to use the social security as its alternative plan.

401(a) Tax Deferred Annuity Plan

The Organization sponsors a tax-deferred annuity plan (the Plan) qualified under IRC Section 401(a) covering substantially all classified employees. The Plan provides that employees who have attained the age of 21 and completed one year of service may voluntarily contribute six percent of their earnings to the Plan, up to the maximum contribution allowed by the IRS. Employer contributions are discretionary and are determined and authorized by the Board of Directors each plan year. During the year ended June 30, 2024, the Organization made contributions of 12%, resulting in contributions to the Plan of $3,213,018.

Note 7 - Contingencies, Risks, and Uncertainties

The Organization has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any reimbursement, if required, would not be material.

The Organization applied for and received loan forgiveness from the SBA on its PPP loan of $2,973,000. In accordance PPP loan requirements, the Organization is required to maintain PPP loan files and certain underlying supporting documents for periods ranging from three to six years. The Organization is also required to permit access to such files upon request by the SBA. Accordingly, there is potential the PPP loan could be subject to further review by the SBA and that previously recognized forgiveness could be reversed based on the outcome of this review.

The Organization's credit filings remain open for potential examination by the Internal Revenue Service through the statute of limitations, which has varying expiration dates extending through 2027. Any disallowed claims resulting from such examinations could be subject to repayment to the federal government.

Note 8 - Restatement of Prior Year Net Assets

The Organization has restated the beginning net assets to reflect an increase in accounts payable for the year ending June 30, 2023, due to a correction of an error. As a result of the error corrections related to an overpayment that should have been recorded in the prior year as a payment due to California Department of Education, amounts previously reported for the changes in net assets in the 2023 financial statements decreased by $12,816,625. The following is the effect of the restatement on beginning net assets:

Net Assets - Beginning, as previously reported on June 30, 2023	$ 65,785,407
Accounts payable	(12,816,625)
Net Asset - Beginning, as Restated on July 1, 2023	$ 52,968,782

Note 9 - Going Concern Consideration

The accompanying financial statements have been prepared assuming that the Organization will continue as a going concern. The organization has experienced significant uncertainty regarding its primary revenue funding source, which has resulted in a lack of sufficient financial support and liquidity concerns. These conditions raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are issued.

Management is actively updated and implemented the attendance policies and attendance procedures to ensure compliance with laws and legislation to mitigate the impact of this uncertainty. However, there can be no assurance that managements plan will generate sufficient resources to meet current obligations as they become due, which brings substantial doubt. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Note 10 - Subsequent Events

The Organization's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through December 31, 2025, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

Subsequent Event Disclosure – California State Agency Audit Report

On June 24, 2025, the California State Auditor released a report detailing significant compliance failures at Highlands Community Charter and Technical Schools (Highlands), a nonprofit charter school operating under the Twin Rivers Unified School District. The audit concluded that Highlands inappropriately received approximately $177 million in K–12 funding during fiscal years 2022-2023 and 2023-2024, despite failing to meet eligibility requirements under state law.

Key findings included:

- Highlands did not offer the required instructional time or maintain verified attendance documentation.
- The school served adult students but received K–12 funding through a partnership with a Workforce Innovation and Opportunity Act (WIOA) organization.
- Additional overpayments of $5 million were identified due to inaccurate average daily attendance reporting.
- The audit uncovered wasteful spending, including luxury travel and questionable contracts, and highlighted poor oversight by Twin Rivers and other agencies.
- As a result of these findings, the state has disallowed the $177 million in funding, which may lead to clawbacks, legal actions, and policy reforms affecting charter school funding and oversight statewide.

Although this event occurred after the financial statement date, management has evaluated its potential impact on the Organization's operations and financial position. If the Organization has exposure to California charter school contracts, education-related funding, or regulatory compliance tied to WIOA partnerships, this event may influence future risk assessments and revenue projections.

At this time, the Organization cannot reasonably estimate the financial impact of this event. However, management believes that disclosure is warranted to ensure the financial statements are not misleading.

Supplementary Information
June 30, 2024

Highlands Community Charter and Technical Schools

Highlands Community Charter and Technical Schools
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2024

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Education			
Passed Through California Department of Education			
Adult Education - Adult Basic Education and ELA	84.002A	14508	$ 1,573,132
Adult Education - Adult Secondary Education	84.002	13978	179,661
Subtotal			1,752,793
School Improvement (CSI) Funding for LEAs	84.010	15438	356,702
Total U.S. Department of Education			2,109,495
Total Federal Financial Assistance			$ 2,109,495

See Notes to Supplementary Information

Highlands Community Charter and Technical Schools
Schedule of Average Daily Attendance
Year Ended June 30, 2024

Highlands Community Charter School

	Second Period Report	Annual Report
Regular ADA		
Ninth through twelfth	5,736.23	5,870.01
Classroom Based ADA		
Ninth through twelfth	5,736.23	5,870.01

California Innovative Career Academy

	Second Period Report	Annual Report
Regular ADA		
Ninth through twelfth	2,869.86	2,722.94
Classroom Based ADA		
Ninth through twelfth	2,869.86	2,722.94

Highlands Community Charter and Technical Schools
Schedule of Instructional Time
Year Ended June 30, 2024

Highlands Community Charter School

Grade Level	1986-1987 Minutes Requirement	2023-2024 Actual Minutes	Number of Minutes Credited Form J-13A	Total Minutes Offered	Number of Days		Number of Days Credited Form J-13A	Total Days Offered	Status
					Traditional Calendar	Multitrack Calendar			
Grade 12									
Track A	64,800	65,880	-	65,880	N/A	224	-	224	Complied
Track B	64,800	77,083	-	77,083	N/A	201	-	201	Complied
Track C	64,800	69,622	-	69,622	N/A	182	-	182	Complied

California Innovative Career Academy

Grade Level	Total Days Offered	Status
Grade 12		
Track A	224	Complied
Track B	201	Complied
Track C	182	Complied

See Notes to Supplementary Information

Highlands Community Charter and Technical Schools
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
Year Ended June 30, 2024

Summarized below are the net asset reconciliations between the Unaudited Actual Financial Report and the audited financial statements.

	Highlands Community Charter School	California Innovative Career Academy
Net Assets		
Balance, June 30, 2024, Unaudited Actuals	$ 47,774,472	$ 22,135,591
Increase in		
Accounts payable	(2,868,079)	(5,236,048)
Balance, June 30, 2024, Audited Financial Statements	$ 44,906,393	$ 16,899,543

See Notes to Supplementary Information

Highlands Community Charter and Technical Schools

Combining Statement of Financial Position

June 30, 2024

	Highlands Community Charter School	California Innovative Career Academy	Total
Assets			
Current assets			
Cash	$ 15,397,263	$ 32,322,938	$ 47,720,201
Receivables	20,673,545	4,007,522	24,681,067
ERC receivable	3,065,252	633,263	3,698,515
Prepaid expenses	9,809,728	1,743,570	11,553,298
Total current assets	48,945,788	38,707,293	87,653,081
Non-current assets			
Security deposit	321,181	-	321,181
Property and equipment	2,289,902	-	2,289,902
Lease right-of-use asset	16,393,726	4,643,548	21,037,274
Finance lease right-of-use asset	38,343	-	38,343
Total non-current assets	19,043,152	4,643,548	23,686,700
Total assets	$ 67,988,940	$ 43,350,841	$ 111,339,781
Liabilities			
Current liabilities			
Accounts payable	$ 5,678,898	$ 21,244,762	$ 26,923,660
Refundable advance	43,596	43,596	87,192
Current portion of lease liability	5,010,832	1,572,305	6,583,137
Current portion of finance lease liability	38,343	-	38,343
Total current liabilities	10,771,669	22,860,663	33,632,332
Long-term liabilities			
Lease liability, less current portion	12,310,878	3,590,635	15,901,513
Total liabilities	23,082,547	26,451,298	49,533,845
Net Assets			
Without donor restrictions	37,033,255	14,162,389	51,195,644
With donor restrictions	7,873,138	2,737,154	10,610,292
Total net assets	44,906,393	16,899,543	61,805,936
Total liabilities and net assets	$ 67,988,940	$ 43,350,841	$ 111,339,781

See Notes to Supplementary Information

Highlands Community Charter and Technical Schools
Combining Statement of Activities
Year Ended June 30, 2024

	Highlands Community Charter School		California Innovative Career Academy		
	Without Donor Restrictions	With Donor Restrictions	Without Donor Restrictions	With Donor Restrictions	Total
Support and Revenues					
Local Control Funding Formula	$ 100,327,336	$ 1,147,246	$ 45,077,320	$ 573,460	$ 147,125,362
Federal revenue	-	1,335,144	-	774,351	2,109,495
Other state revenue	1,577,980	10,077,362	830,836	1,587,650	14,073,828
Local revenues	271,653	-	1,383,648	-	1,655,301
Net assets released from restrictions	13,407,426	(13,407,426)	3,083,744	(3,083,744)	-
Total support and revenues	115,584,395	(847,674)	50,375,548	(148,283)	164,963,986
Expenses					
Program services	81,477,448	-	46,298,552	-	127,776,000
Management and general	22,957,825	-	5,393,007	-	28,350,832
Total expenses	104,435,273	-	51,691,559	-	156,126,832
Change in Net Assets	11,149,122	(847,674)	(1,316,011)	(148,283)	8,837,154
Net Assets, Beginning of Year	25,884,133	8,720,812	28,295,025	2,885,437	65,785,407
Prior Period Adjustment (Note 8)	-	-	(12,816,625)	-	(12,816,625)
Net Assets, Beginning of Year, as Restated	25,884,133	8,720,812	15,478,400	2,885,437	52,968,782
Net Assets, End of Year	$ 37,033,255	$ 7,873,138	$ 14,162,389	$ 2,737,154	$ 61,805,936

See Notes to Supplementary Information

Note 1 - Purpose of Supplementary Schedules

Schedule of Expenditures of Federal Awards

Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the Organization under programs of the federal government for the year ended June 30, 2024. The information is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements*, *Cost Principles*, *and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Summary of Significant Accounting Policies

Expenditures reported in the schedule are reported on the accrual basis of accounting. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

Indirect Cost Rate

The Organization has not elected to use the ten percent de minimis cost rate.

Schedule of Average Daily Attendance

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the Organization. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to local education agencies. This schedule provides information regarding the attendance of students at the Organization.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the Organization and whether the Organization complied with the provisions of *Education Code* Sections 47612 and 47612.5, if applicable.

The Organization must maintain their instructional minutes at the 1986-87 requirements, as required by *California Education Code* Section 47612.5.

Reconciliation of Annual Financial Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets reported on the unaudited actual financial report to the audited financial statements.

Combining Statement of Financial Position and Combining Statement of Activities

The combining statement of financial position and combining statement of activities report the activities of the Organization and related entities and are presented on the accrual basis of accounting. Eliminating entries in the combining statement of financial position and combining statement of activities are for activities between the Organization and related entities.

Other Information
June 30, 2024

Highlands Community Charter and Technical Schools

Highlands Community Charter and Technical Schools
Local Education Agency Organization Structure (Unaudited)
June 30, 2024

ORGANIZATION

The Organization operates two schools in California. Each school is operated on the same tax identification number as the Organization. Charters were granted for each school for up to five years, with an opportunity for renewal. Charters may be revoked by the charter authorizer for material violations of the charter, failure to meet or make progress toward student outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law. As of June 30, 2024, the schools operated by the Organization were as follows:

Charter School Name	Charter Number	Sponsoring District	Charter Expiration	Grades Served	Students Served
Highlands Community Charter School	1674	Twin Rivers Unified School District	June 30, 2027	9-12	9,069
California Innovative Career Academy	2072	Twin Rivers Unified School District	June 30, 2027	9-12	3,180

BOARD OF DIRECTORS

MEMBER	OFFICE	TERM EXPIRES
Ernie Daniels	Corporate President	June 14, 2026
Matt Powers	Corporate Secretary	March 6, 2027
Sonja Cameron	Corporate Treasurer	January 5, 2025
Sharon Rocco	Member	April 3, 2027
Rick Jones	Member	April 3, 2027
Mellonie Yang	Member	January 5, 2025
Mary DeChance	Member	December 6, 2026
Mike Reid	Member	August 2, 2026
Sondra Betancourt	Member	December 31, 2024

ADMINISTRATION

NAME	TITLE
Murdock Smith	Executive Director
Matthew Lemos	Director of Fiscal Services

Independent Auditor's Reports
June 30, 2024

Highlands Community Charter and Technical Schools

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards)*, the financial statements of Highlands Community Charter and Technical Schools (the Organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 31, 2025.

In our report, our opinion on the financial statements of the Organization, as discussed in the Basis for Disclaimer of Opinion in the report on the financial statements. The Organization recognizes Local Control Funding Formula as its primary source of revenue. During the audit, the Organization was unable to provide adequate support for the Second Period (P2) and Annual (PA) reports of attendance submitted to the California Department of Education to ensure its primary source of revenues. The absence of adequate documentation and reconciliations prevented us from verifying the amounts recorded in the financial statements. As a result of this matter, we were unable to determine whether any adjustments might have been found necessary for the amounts included in the statement of financial position, the statement of activities, functional expenses, and cashflows.

Correction of an Error

As discussed in Note 8 to the financial statements, certain errors resulting in an understatement of amounts previously reported for accounts payable and expenses as of and for the year ended June 30, 2023, were discovered by management of the Organization during the current year. Accordingly, an adjustment has been made to net assets as of July 1, 2023, to correct the error. Our opinion is not modified with respect to this matter.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a certain deficiency in internal control, described in the accompanying Schedule of Findings and Questioned Costs as item 2024-001 and 2024-002 that we consider to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Organization's Responses to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's responses to the findings identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The Organization's responses were not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Ede Sally LLP

Rancho Cucamonga, California
December 31, 2025

Independent Auditor's Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance Required by the Uniform Guidance

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Highlands Community Charter and Technical Schools' (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Organization's major federal program for the year ended June 30, 2024. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

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Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Ede Bailly LLP

Rancho Cucamonga, California
December 31, 2025

Independent Auditor's Report on State Compliance and on Internal Control Over Compliance

Board of Directors
Highlands Community Charter and Technical Schools
Sacramento, California

Report on Compliance

Qualified and Unmodified Opinions on State Compliance

We have audited Highlands Community Charter and Technical Schools' (the Organization) compliance with the requirements specified in the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to the Organization's state program requirements identified below for the year ended June 30, 2024.

Qualified Opinion on Attendance and Nonclassroom-Based Instruction/Independent Study

In our opinion, except for the noncompliance described in the Basis for Qualified and Unmodified Opinions section of our report, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2024.

Unmodified Opinion on Each of the Other Programs

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that are applicable to the laws and regulations of the state programs noted in the table below for the year ended June 30, 2024, except as described in the accompanying Schedule of Findings and Questioned Costs.

Basis for Qualified and Unmodified Opinions

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

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Matters Giving Rise to Qualified Opinion on Attendance and Nonclassroom-Based Instruction/Independent Study

As described in the accompanying Schedule of Findings and Questioned Costs, the Organization did not comply with requirements regarding attendance and nonclassroom-based instruction/independent study as described in the accompanying Schedule of State Compliance Findings and Questioned Costs as items 2024-003 and 2024-004.

Compliance with such requirements is necessary, in our opinion, for the Organization to comply with the requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.

- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal controls over compliance. Accordingly, we express no such opinion; and
- Select and test transactions and records to determine the Organization's compliance with the state laws and regulations applicable to the following items:

2023-2024 K-12 Audit Guide Procedures	Procedures Performed
Local Education Agencies Other Than Charter Schools	
Attendance	Not Applicable
Teacher Certification and Misassignments	Not Applicable
Kindergarten Continuance	Not Applicable
Independent Study	Not Applicable
Continuation Education	Not Applicable
Instructional Time	Not Applicable
Instructional Materials	Not Applicable
Ratio of Administrative Employees to Teachers	Not Applicable
Classroom Teacher Salaries	Not Applicable
Early Retirement Incentive	Not Applicable
GANN Limit Calculation	Not Applicable
School Accountability Report Card	Not Applicable
Juvenile Court Schools	Not Applicable
Middle or Early College High Schools	Not Applicable
K-3 Grade Span Adjustment	Not Applicable
Apprenticeship: Related and Supplemental Instruction	Not Applicable
Comprehensive School Safety Plan	Not Applicable
District of Choice	Not Applicable
Home to School Transportation	Not Applicable
School Districts, County Offices of Education, and Charter Schools	
Proposition 28 Arts and Music in Schools	Yes
After/Before School Education and Safety Program	Not Applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not Applicable
Immunizations	Yes
Educator Effectiveness	Yes
Expanded Learning Opportunities Grant (ELO-G)	Not Applicable
Career Technical Education Incentive Grant	Yes
Expanded Learning Opportunities Program	Yes
Transitional Kindergarten	Not Applicable

2023-2024 K-12 Audit Guide Procedures	Procedures Performed
Charter Schools	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	Yes
Determination of Funding for Nonclassroom-Based Instruction	Yes
Annual Instructional Minutes – Classroom Based	Yes
Charter School Facility Grant Program	Yes

The term "Not Applicable" is used above to mean either the Organization did not offer the program during the current fiscal year, the Organization did not participate in the program during the current fiscal year, the program did not exceed the threshold for testing, or the program applies to a different type of local education agency.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying Schedule of Findings and Questioned Costs as items 2024-003 and 2024-004, to be material weaknesses.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the Organization's response to the noncompliance findings identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The Organization's responses were not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the responses.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

Ede Sally LLP

Rancho Cucamonga, California
December 31, 2025

Schedule of Findings and Questioned Costs
June 30, 2024

Highlands Community Charter and Technical Schools

Highlands Community Charter and Technical Schools
Summary of Auditor's Results
Year Ended June 30, 2024

FINANCIAL STATEMENTS

Type of auditor's report issued	Disclaimer
Internal control over financial reporting	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	Yes

FEDERAL AWARDS

Internal control over major program	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)	No

Identification of major programs

Name of Federal Program or Cluster	Federal Financial Assistance Listing
Adult Education	84.002. 84.002A

Dollar threshold used to distinguish between type A and type B programs	$750,000
Auditee qualified as low-risk auditee?	No

STATE COMPLIANCE

Internal control over state compliance for programs	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for programs	Unmodified *

* Unmodified for all programs except for the following programs which were qualified

Name of Program
Attendance
Nonclassroom-Based Instruction/Independent Study

The following findings represent material weaknesses related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. The findings have been coded as follows:

Five Digit Code	AB 3627 Finding Type
30000	Internal Control
60000	Miscellaneous

2024-001 30000 –Financial Statement Preparation and Restatement (Material Weakness)

Criteria or Specific Requirements

Management is responsible for designing, implementing, and maintaining internal controls to ensure that the financial statements are free from material misstatements, whether due to error or fraud. This responsibility includes posting all material adjustments necessary to accurately close the year and reflect the Organization's financial activity.

Condition

Per the guidance in Communicating Internal Control Related Matters Identified in an Audit, a material weakness or significant deficiency exists when the internal control system lacks the necessary elements to prepare financial statements accurately without auditor-initiated adjustments.

Questioned Costs

There were no direct questioned costs associated with the condition identified.

Context

This condition was identified through inquiries with Organization personnel and a review of records related to accounts payable.

Cause

The prior period restatement and current year adjustments to accounts payable were due to errors in recording.

Effect

During the course of our engagement, we identified material audit adjustments to the recorded account balances in the financial statements which, if not recorded, would have resulted in a material misstatement of the financial statements.

Repeat Finding

Yes, see prior year finding 2023-001.

Recommendation

We recommend that management and those charged with governance evaluate the current internal control structure and implement any necessary enhancements to ensure the financial statements are free from potential material misstatements. The internal controls should enable management and staff, in the normal course of their duties, to prevent, or detect and correct, misstatements in a timely manner.

Corrective Action Plan and Views of Responsible Officials

The Organization agrees that having an internal control system over monitoring accounts payable is an important part of the Organization's overall internal control process. The Organization has created processes to monitor and implement these controls.

2024-002 60000 – Going Concern (Material Weakness)

Criteria or Specific Requirements

Financial statement preparers have a responsibility to evaluate whether there is substantial doubt about the Organization's ability to continue as a going concern for 12 months beyond the financial statement date.

Condition

As discussed in Note 9 to the financial statements, the Organization has experienced significant uncertainty regarding its primary revenue funding source, which has resulted in a lack of sufficient financial support and liquidity concerns. These conditions raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are issued.

Questioned Costs

No questioned costs were identified in relation to this condition.

Context

This condition was noted during final year-end audit procedures and was supported by a report issued by the California State Auditor. The report states that the Organization is ineligible to receive K–12 funding due to noncompliance with applicable laws and regulations. K–12 funding represents approximately 89% of the Organization's total revenue and is its primary funding source.

Effect

The Organization is heavily reliant on K–12 funding to sustain operations. In the absence of new revenue sources and the inability to generate sufficient cash flow, there is substantial doubt about the Organization's ability to continue as a going concern.

Cause

The Organization is experiencing significant uncertainty regarding its primary revenue source, which could result in a lack of sufficient financial support and liquidity concerns.

Repeat Finding.

No.

Recommendation

The Organization should regularly monitor its budget against actual results to maintain fiscal solvency. It must also develop a robust stabilization plan with clear corrective actions and expenditure controls that build reserves beyond the state's minimum requirement. This financial cushion will help absorb future operational uncertainties. Additionally, ongoing cash flow analysis is essential to ensure the Organization can meet its obligations until the stabilization plan is fully implemented.

Corrective Action Plan and Views of Responsible Officials

Management has considered the potential impact of clawbacks, reputational risk, and regulatory changes stemming from this event. While the full financial effect cannot be reasonably estimated at this time, these developments raise substantial doubt about the Organization's ability to continue as a going concern.

Management is actively evaluating mitigation strategies, including:

- Reviewing contractual obligations and funding sources.
- Engaging with legal counsel and regulatory advisors.
- Exploring alternative revenue streams and cost containment measures.

None reported.

The following findings represent material weaknesses and material instances of noncompliance including questioned costs that are required to be reported by the *2023-2024 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. The findings have been coded as follows:

Five Digit Code	AB 3627 Finding Type
10000	Attendance
40000	State Compliance

2024-003 10000 – Attendance (Material Weakness and Noncompliance)

Criteria or Specific Requirements

Pursuant to California *Education Code* Section 43600 requires the Organization to maintain accurate and auditable records of pupil attendance to support apportionment claims. Attendance must be documented in a manner that allows reconciliation between detailed monthly records and summary-level reports submitted for apportionment purposes.

Condition

The Organization was unable to reconcile the summary-level Average Daily Attendance (ADA) reported in the Principal Apportionment Data Collection (PADC) system with the monthly attendance testing records maintained at the school site level. Discrepancies were noted in the apportionment totals for the attendance month tested. Specifically, the ADA reported in the PADC system did not align with the monthly attendance testing records maintained at the site level.

Cause

The discrepancies appear to stem from inadequate internal controls over attendance reporting processes, inconsistent documentation practices, and lack of staff training on attendance accounting procedures.

Effect

Failure to reconcile attendance records may result in inaccurate apportionment claims, potentially leading to audit exceptions, fiscal penalties, and misallocation of state funding under the Local Control Funding Formula (LCFF).

Questioned Costs

The questioned costs is undetermined pending further reconciliation and review of attendance records. The Organization should conduct a detailed analysis to quantify any potential overstatement or understatement of ADA.

Repeat Finding

No.

Recommendation

The Organization should enhance its procedures for reviewing attendance reports to ensure accuracy and compliance. A comprehensive reconciliation should be performed between the monthly attendance testing data and the summary-level ADA reports. The reviewer must verify that the P-2 attendance reports are compiled using the correct attendance summary reports and confirm that the data reflected in the ADA summary spreadsheet matches the Organization's attendance system records. Additionally, the Organization should strengthen internal controls, standardize attendance documentation practices, and provide targeted training to staff responsible for attendance accounting.

Corrective Action Plan and Views of Responsible Officials

When the Organization is submitting ADA data to the CDE, it will regenerate all monthly reports from the Organization's attendance system to ensure that the ADA recorded on its summary spreadsheet still agrees to that shown on the regenerated report so that submission of ADA is accurate. The corrective actions outlined above are already underway, and the Organization is committed to ensuring accurate and compliant attendance reporting moving forward.

2024-004 40000 – Nonclassroom-Based Instruction/Independent Study (Material Weakness and Noncompliance)

Criteria or Specific Requirements

In accordance with California Code of Regulations (CCR), Title 5, Section 11704, charter schools offering independent study programs must maintain a pupil-to-teacher ratio that does not exceed:

- The ratio of average daily attendance (ADA) to full-time equivalent (FTE) certificated employees for all other educational programs in the largest unified school district within the same county or counties, or
- A fixed ratio of 25:1, whichever is lower.

Condition

Through review of the Organization's independent study ratio calculation, it was noted that the Organization's independent study ratio exceeded the calculated comparative ratio, resulting in the Organization's reporting of 260.80 excess ADA on the Second Period Report of Attendance.

Questioned Costs

The overstatement of 260.80 ADA units led to an estimated overclaim of approximately $4,573,217 in apportionment funding. This estimate was calculated using the California Department of Education's LCFF Derived Value of ADA by Grade Span.

Context

The condition was identified through review of the Organization's independent study ratio calculation and supporting records.

Effect

The Organization overclaimed 260.80 ADA on its Second Period Report of Attendance, resulting in an estimated penalty as follows:

Grade Span	Independent Study Excess ADA	Derived Value of ADA by Grade Span	Penalty
9-12	260.80	$ 17,535.34	$ 4,573,217

Cause

The Organization has experienced growth in its independent study program. The Organization did not monitor its internal staffing requirements to maintain the required ADA to FTE ratio.

Repeat Finding

No.

Recommendation

The Organization should periodically monitor its independent study ratio to ensure compliance with the comparative ratio of ADA to FTE. Alternatively, the Organization may consider revising its current agreement with teachers to allow for an increase in the ratio specifically for the independent study program.

Corrective Action Plan and Views of Responsible Officials

The Organization will implement ongoing monitoring of its independent study pupil-to-teacher ratios to ensure compliance with applicable regulations. Adjustments to excess Independent Study ADA will be made, as necessary, during both the Second Period (P-2) and Annual Attendance Reporting cycles.

Additionally, the Organization will regularly evaluate staffing levels within the program to maintain appropriate ratios and prevent future discrepancies.

Highlands Community Charter and Technical Schools
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2024

Except as specified in previous sections of this report, summarized below is the current status of all audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

Financial Statement Findings

2023-001 30000 –Financial Statement Preparation and Restatement (Material Weakness)

Criteria or Specific Requirements

Management is responsible for the design, implementation, and maintenance of internal controls to ensure that the financial statements are free from material misstatements, whether due to error or fraud. This includes the posting of all material adjustments necessary to close the year and accurately reflect the activity of the Organization.

Condition

Communicating Internal Control Related Matters Identified in an Audit defines a material weakness and significant deficiency. According to these definitions, an internal control system design must include elements to accurately prepare financial statements without adjustments by the auditor.

Questioned Costs

There were no direct questioned costs associated with the condition identified.

Context

The condition was identified through inquiry with the Organization's personnel and also through the review of available Organization records related to receivables, right-of-use lease assets, and lease liabilities.

Cause

The restatement of receivables and the adjustments of right-of-use lease assets and lease liabilities were due to error in recording.

Effect

During the course of our engagement, we identified material audit adjustments to the recorded account balances in the financial statements which, if not recorded, would have resulted in a material misstatement of the financial statements.

Recommendation

We recommend management, and those charged with governance, evaluate the internal control structure and consider changes as necessary that will ensure that the financial statements are free from potential material misstatements and allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

Current Status

Not implemented, see current year finding 2024-001.

Federal Awards Findings

None reported.

State Awards Findings

2023-002 40000 – Unduplicated Local Control Funding Formula Pupil Count (Material Noncompliance)

Criteria or Specific Requirements

In accordance with *Education Code* Sections 2574(b)(3)(c), 42238.02(b)(3)(B), and 41020, the Organization is required to maintain supporting documentation of students who had a designation of "Free" or "Reduced" on the "1.18 – FRPM/English Learner/Foster Youth - Student List" CALPADS report that indicates the student was eligible for the designation reported on the California Longitudinal Pupil Achievement Data System (CALPADS).

Condition

The Unduplicated Local Control Funding Formula Pupil Counts submitted to the California Department of Education was inaccurate. It appears that the Highlands Community Charter School inaccurately reported eligibility for a total of 20 students for Free and Reduce students.

The Unduplicated Local Control Funding Formula Pupil Counts submitted to the California Department of Education was inaccurate. It appears that the California Innovative Career Academy inaccurately reported eligibility for a total of 1 students for Free and Reduce students.

Questioned Costs

The Organization over claimed the total eligible pupils by 20 for Highlands Community Charter School, resulting in a decrease of approximately $15,226 in LCFF funding.

The Organization over claimed the total eligible pupils by 1 for California Innovative Career Academy, resulting in a decrease of approximately $1,871 in LCFF funding.

Context

The condition was identified through a selection of students from Form 1.18, based on the criteria as stated on the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we selected a representative sample, to achieve a high level of assurance, from the students indicated as only free or reduced priced meal eligible (FRPM) identified under the "NSLP Program" column and verify there is supporting documentation that indicates the student was eligible for the designation.

Cause

It appears that the condition identified has materialized as a result of the CALPADS system not being updated properly to reflect the change in designation of Free and Reduced students.

Effect

As a result of testing, it appears that the Organization did not update the "1.18 – FRPM/English Learner/Foster Youth – Student List" CALPADS report due to the following events occurring: CALPADS was not being updated due to students not turning in their lunch applications by October 3 resulting in the Organization using the prior year designation, the Organization has a policy that allows a ten day grace period before the student's new status is put in effect, and when the "1.18 – FRPM/English Learner/Foster Youth – Student List" was amended the Organization only updated pupils who changed to free and reduced, which did not take into consideration the pupils who changed their status to paid.

Highlands Community Charter School

Enrollment Count	Certified Total Unduplicated Count	Adjustment to Total Enrollment Count	Adjustment Based on Eligibility for RFPM	Adjusted Total Enrollment	Adjusted Total Unduplicated Pupil Count
13,725	13,560	0	(20)	13,725	13,540

California Innovative Career Academy

Enrollment Count	Certified Total Unduplicated Count	Adjustment to Total Enrollment Count	Adjustment Based on Eligibility for RFPM	Adjusted Total Enrollment	Adjusted Total Unduplicated Pupil Count
3,345	3,175	0	(1)	3,345	3,174

Recommendation

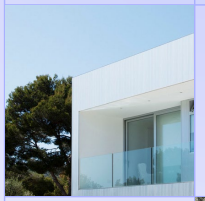
The Organization should ensure that students classified as Free and Reduced properly reflect their designation in CALPADS by updating the students who have changed designations throughout the year.

Current Status

Implemented.

CICA ~ Engaging in a Collaborative Activity
8/29/25

Unpacking the Purpose of Student Work Samples



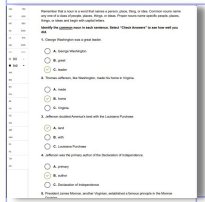


AGENDA

01	Gallery Walk
02	Small Group Discussion
03	Anchor Chart Creation
04	Creating a Collective Definition
05	Reflection
06	Lunch

2

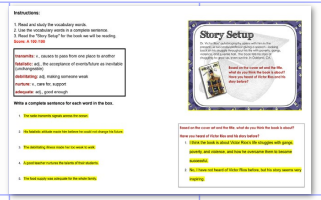
Gallery Walk



English 9

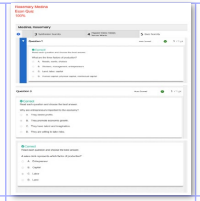
Walk the room.

5 minutes



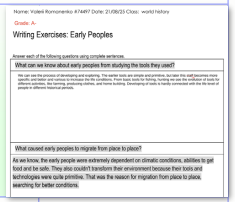
Reading for Pleasure

Take note of what stands out.



Economics

Recognize the different styles.



World History

This is a quick Gallery Walk - 5 minutes.

3

Small Group Discussion

01 **Why**

Why are work samples important for understanding student learning?

02 **How**

How do work samples inform instruction and feedback?

03 **What**

What role do they play in communicating growth to students?



15 minutes

4

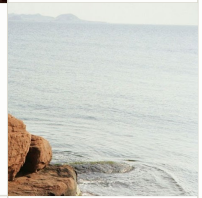
Anchor Chart Creation

We are pivoting…

"*A Strong Work Sample Includes …*"

- Create a list of 5-6 key elements that you think are essential for a good work sample overall





10 minutes

5

Creating a Collective Definition

01 At your table, review the slides produced by the various teams.

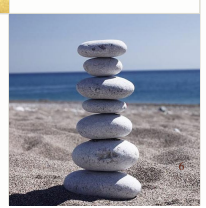
- *What elements are similar to your list?*
- *Is there an element identified by another team that you would include in your list?*



02 Facilitator records common themes



03 A collective staff definition is created



20 minutes

Reflection

10 minutes

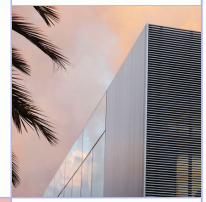
STEP 1

Based on the collective definition of a strong work sample, reflect on the work your students have submitted.

STEP 2

Compare the work products against the criteria that have been developed.

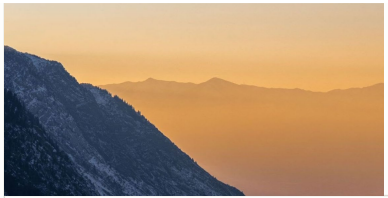




STEP 3

Consider what adjustments and/or what additional information you need to feel comfortable with your work sample submissions for compliance.

7



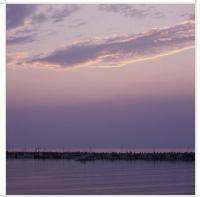
Next Steps: "How to" optional work sessions coming next week. (converting pdfs, screenshots, etc)

Enjoy lunch.

Return before 12:30pm for the second part of PD.

– Cheers!

THANK YOU



HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

CICA Instructional Minutes Requirements

January 30, 2026

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject Matter: CICA Instructional Minutes

California Innovative Career Academy operates as an independent study program with a 198-day instructional calendar. In this educational model, daily attendance is not based on physical presence but on the completion of assigned, grade-level appropriate academic work.

To ensure compliance with state requirements and to maintain instructional integrity, students are advised of the expected daily time commitment for student learning. For students in grades 9 - 12, attendance is assigned based on evidence that students are completing their assigned work. We ensure that the annual instructional minute requirements are met by tracking student work products with the assigned work record sheet. CICA provides all teachers their monthly targeted instructional minutes guideline which is approximately equivalent to 6 hours of assigned work per day per student.

These instructional time expectations are communicated to students during enrollment and reinforced through regular contact with teachers. Student learning is documented through completed assignments, learning logs, and regular academic check-ins, and attendance is reported accordingly. An assigned work record tracks all assignments and the time-value earned for each assignment based on completed work. A daily engagement log ensures that students are only reported for attendance on days in which they engage in work.

Students in the CICA independent study program have access to a comprehensive and high-quality education that is flexible and surpasses the minimum required tate instructional minutes. All students who fail to meet minimum work requirements are disenrolled consistent with our board policy.

If you have any additional questions or concerns, please do not hesitate to contact me at 1-(617)-823-9341 or via email at jonathan.raymond@hccts.org.

Thank you,



Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

PACING FOR SUCCESS
enVision™ Geometry

enVision Geometry was designed to provide students rich opportunities to build understanding of important new mathematical concepts and develop fluency with key skills as described in the Standards for Mathematical Content, and to gain proficiency with the habits of mind and thinking dispositions described in the Standards for Mathematical Practice. To achieve these goals, the program includes content-focused lessons, Mathematical Modeling in 3 Act tasks, and **enVision**™ STEM projects. All three of these instructional activities are integral to helping students achieve success, and the pacing of the program reflects this.

This pacing guide shows recommended pacing for both a 45-minute (Traditional) and a 90-minute (Block) math class. The pacing allows for an additional 2–3 days per topic to be spent on review, remediation, differentiation, and assessment.
Teachers may prefer to teach the Probability topic (Topic 12) as part of the Geometry course.

	Lessons	CCSS-M	Traditional	Block
Topic 1 **Foundations of Geometry**				
1-1	Measuring Segments and Angles	HSG.CO.A.1	2 days	1 day
1-2	Basic Constructions	HSG.CO.D.12	2 days	1 day
1-3	Midpoint and Distance	HSG.GPE.B.6	2 days	1 day
1-4	Inductive Reasoning	Prepares for HSG.CO.C.9, HSG.CO.C.10, HSG.CO.C.11	2 days	1 day
CCC	**Mathematical Modeling in 3 Acts:** Mystery Spokes	HSG.CO.A.1, HSG.CO.D.12	1 day	1 day
1-5	Conditional Statements	Prepares for HSG.CO.C.9, HSG.CO.C.10, HSG.CO.C.11	2 days	1 day
1-6	Deductive Reasoning	Prepares for HSG.CO.C.9, HSG.CO.C.10, HSG.CO.C.11	2 days	1 day
1-7	Writing Proofs	HSG.CO.C.9	2 days	1 day
1-8	Indirect Proof	HSG.CO.C.9, HSG.CO.D.10, HSG.CO.D.11	2 days	1 day
Topic 2 **Parallel and Perpendicular Lines**				
2-1	Parallel Lines	HSG.CO.A.1, HSG.CO.C.9	2 days	1 day
2-2	Proving Lines Parallel	HSG.CO.C.9, HSG.MG.A.1, HSG.MG.A.3	2 days	1 day
2-3	Parallel Lines and Triangle Angle Sums	HSG.CO.C.10	2 days	1 day
2-4	Slopes of Parallel and Perpendicular Lines	HSG.GPE.B.5	2 days	1 day
CCC	**Mathematical Modeling in 3 Acts:** Parallel Paving Company	HSG.CO.C.9, HSG.MG.A.1, HSG.MG.A.3	1 day	1 day
Topic 3 **Transformations**				
3-1	Reflections	HSG.CO.A.2, HSG.CO.A.4, HSG.CO.A.5	2 days	1 day
3-2	Translations	HSG.CO.A.2, HSG.CO.A.4, HSG.CO.A.5, HSG.CO.B.6	2 days	1 day
3-3	Rotations	HSG.CO.A.2, HSG.CO.A.4, HSG.CO.A.5, HSG.CO.B.6	2 days	1 day
3-4	Classification of Rigid Motions	HSG.CO.A.5, HSG.CO.B.6	2 days	1 day

	Lessons	CCSS-M	Traditional	Block
Topic 3 **Transformations** *(continued)*				
3-5	Symmetry	HSG.CO.A.3, HSG.CO.A.5, HSG.CO.B.6	2 days	1 day
CCO	**Mathematical Modeling in 3 Acts:** The Perplexing Polygon	HSG.CO.A.5, HSG.CO.B.6	1 day	1 day
Topic 4 **Triangle Congruence**				
4-1	Congruence	HSG.CO.A.5, HSG.CO.B.6	2 days	1 day
4-2	Isosceles and Equilateral Triangles	HSG.CO.C.10, HSG.SRT.B.5	2 days	1 day
4-3	Proving and Applying the SAS and SSS Congruence Criteria	HSG.CO.A.5, HSG.CO.B.6, HSG.CO.B.7, HSG.CO.B.8, HSG.SRT.B.5	2 days	1 day
4-4	Proving and Applying the ASA and AAS Congruence Criteria	HSG.CO.A.5, HSG.CO.B.6, HSG.CO.B.7, HSG.CO.B.8, HSG.SRT.B.5	2 days	1 day
CCO	**Mathematical Modeling in 3 Acts:** Check it Out	HSG.CO.B.7, HSG.CO.B.8	1 day	1 day
4-5	Congruence in Right Triangles	HSG.CO.C.10, HSG.SRT.B.5	2 days	1 day
4-6	Congruence in Overlapping Triangles	HSG.SRT.B.5	2 days	1 day
Topic 5 **Relationships in Triangles**				
5-1	Perpendicular and Angle Bisectors	HSG.CO.C.9	2 days	1 day
5-2	Bisectors in Triangles	HSG.CO.C.9, HSG.CO.C.10, HSG.C.A.3	2 days	1 day
CCO	**Mathematical Modeling in 3 Acts:** Making It Fair	HSG.CO.C.9, HSG.CO.C.10	1 day	1 day
5-3	Medians and Altitudes	HSG.CO.C.10, HSG.SRT.B.5	2 days	1 day
5-4	Inequalities in One Triangle	HSG.CO.C.10	2 days	1 day
5-5	Inequalities in Two Triangles	HSG.CO.C.10	2 days	1 day
Topic 6 **Quadrilaterals and Other Polygons**				
6-1	The Polygon Angle-Sum Theorems	HSG.SRT.B.5	2 days	1 day
CCO	**Mathematical Modeling in 3 Acts:** The Mystery Sides	HSG.C.A.3, HSG.SRT.B.5, HSG.CO.C.11	1 day	1 day
6-2	Kites and Trapezoids	HSG.SRT.B.5	2 days	1 day
6-3	Properties of Parallelograms	HSG.CO.C.11, HSG.SRT.B.5	2 days	1 day
6-4	Proving a Quadrilateral Is a Parallelogram	HSG.CO.C.11, HSG.SRT.B.5	2 days	1 day
6-5	Properties of Special Parallelograms	HSG.CO.C.11, HSG.SRT.B.5	2 days	1 day
6-6	Conditions of Special Parallelograms	HSG.CO.C.11, HSG.SRT.B.5	2 days	1 day

PACING FOR SUCCESS
enVision® Geometry (continued)

	Lessons	CCSS-M	Traditional	Block
Topic 7 **Similarity**				
7-1	Dilations	HSG.CO.A.2, HSG.CO.A.5, HSG.SRT.A.1, HSG.SRT.A.1.A, HSG.SRT.A.1.B, HSG.MG.A.2	2 days	1 day
7-2	Similarity Transformations	HSG.SRT.A.1, HSG.SRT.A.1.B, HSG.SRT.A.2, HSG.C.A.1	2 days	1 day
7-3	Proving Triangles Similar	HSG.SRT.A.3, HSG.SRT.B.5	2 days	1 day
7-4	Similarity in Right Triangles	HSG.SRT.B.4, HSG.SRT.B.5	2 days	1 day
CCC	**Mathematical Modeling in 3 Acts:** Make It Right	HSG.SRT.B.4, HSG.SRT.B.5	1 days	1 day
7-5	Proportions in Triangles	HSG.CO.C.10, HSG.SRT.B.4	2 days	1 day
Topic 8 **Right Triangles and Trigonometry**				
8-1	Right Triangles and the Pythagorean Theorem	HSG.SRT.B.4, HSG.SRT.C.8	2 days	1 day
8-2	Trigonometric Ratios	HSG.SRT.C.6, HSG.SRT.C.7, HSG.SRT.C.8	2 days	1 day
8-3	Law of Sines	HSG.SRT.D.10 (+), HSG.SRT.D.11 (+)	2 days	1 day
8-4	Law of Cosines	HSG.SRT.D.10 (+), HSG.SRT.D.11 (+)	2 days	1 day
CCC	**Mathematical Modeling in 3 Acts:** The Impossible Measurement	HSG.SRT.C.8	1 day	1 day
8-5	Problem Solving With Trigonometry	HSG.SRT.C.7, HSG.SRT.C.8, HSG.SRT.D.9 (+)	2 days	1 day
Topic 9 **Coordinate Geometry**				
9-1	Polygons in the Coordinate Plane	HSG.GPE.B.4, HSG.GPE.B.7	2 days	1 day
CCC	**Mathematical Modeling in 3 Acts:** You Be The Judge	HSG.GPE.B.4, HSG.GPE.B.6	1 day	1 day
9-2	Proofs Using Coordinate Geometry	HSG.CO.C.10, HSG.GPE.B.4	2 days	1 day
9-3	Circles in the Coordinate Plane	HSG.CO.A.1, HSG.GPE.A.1, HSG.GPE.B.4	2 days	1 day
9-4	Parabolas in the Coordinate Plane	HSG.GPE.A.2	2 days	1 day
Topic 10 **Circles**				
10-1	Arcs and Sectors	HSG.CO.A.1, HSG.C.B.5	2 days	1 day
10-2	Tangent Lines to a Circle	HSG.C.A.2, HSG.C.A.4 (+)	2 days	1 day
CCC	**Mathematical Modeling in 3 Acts:** Earth Watch	HSG.C.A.2, HSG.C.A.4 (+)	1 day	1 day
10-3	Chords	HSG.C.A.2	2 days	1 day
10-4	Inscribed Angles	HSG.C.A.2	2 days	1 day
10-5	Secant Lines and Segments	HSG.C.A.2	2 days	1 day

	Lessons	CCSS-M	Traditional	Block
Topic 11 **Two- and Three-Dimensional Models**				
11-1	Space Figures and Cross Sections	HSG.GMD.B.4	2 days	1 day
11-2	Volumes of Prisms and Cylinders	HSG.GMD.A.1, HSG.GMD.A.3, HSG.MG.A.1, HSG.MG.A.2	2 days	1 day
CCO	**Mathematical Modeling in 3 Acts:** Box 'Em Up	HSG.GMD.A.3, HSG.GMD.B.4	1 day	1 day
11-3	Pyramids and Cones	HSG.GMD.A.1, HSG.GMD.A.2 (+), HSG.GMD.A.3	2 days	1 day
11-4	Spheres	HSG.GMD.A.2 (+), HSG.GMD.A.3, HSG.MG.A.1	2 days	1 day
Topic 12 **Probability**				
12-1	Probability Events	HSS.CP.A.1, HSS.CP.A.2, HSS.CP.A.5	2 days	1 day
12-2	Conditional Probability	HSS.CP.A.3, HSS.CP.A.4, HSS.CP.A.5, HSS.CP.B.6, HSS.CP.B.8 (+)	2 days	1 day
CCO	**Mathematical Modeling in 3 Acts:** Place Your Guess	HSS.CP.A.2, HSS.CP.A.4	1 day	1 day
12-3	Permutations and Combinations	HSS.CP.B.9 (+)	2 days	1 day
12-4	Probability Distributions	HSS.MD.A.1 (+), HSS.MD.A.3 (+), HSS.MD.A.4 (+),HSS.CP.B.9 (+)	2 days	1 day
12-5	Expected Value	HSS.MD.A.2 (+), HSS.MD.B.5, HSS.MD.B.5.A (+), HSS.MD.B.5.B (+)	2 days	1 day
12-6	Probability and Decision Making	HSS.MD.B.9 (+), HSS.MD.B.7 (+)	2 days	1 day

PACING FOR SUCCESS

enVision™ Algebra 1

enVision Algebra 1 was designed to provide students rich opportunities to build understanding of important new mathematical concepts and develop fluency with key skills as described in the Standards for Mathematical Content, and to gain proficiency with the habits of mind and thinking dispositions described in the Standards for Mathematical Practice. To achieve these goals, the program includes content-focused lessons, Mathematical Modeling in 3 Act tasks, and **enVision**™STEM projects. All three of these instructional activities are integral to helping students achieve success, and the pacing of the program reflects this.

This pacing guide shows recommended pacing for both a 45-minute (Traditional) and a 90-minute (Block) math class. The pacing allows for an additional 2–3 days per topic to be spent on review, remediation, differentiation, and assessment.

	Lessons	CCSS-M	Traditional	Block
Topic 1 **Solving Equations and Inequalities**			**16–17 days**	**9 days**
1-1	Operations on Real Numbers	HSN.RN.B.3	2 days	1 day
1-2	Solving Linear Equations	HSA.CED.A.1, HSA.REI.A.1, HSA.REI.B.3	2 days	1 day
1-3	Solving Equations With A Variable on Both Sides	HSN.Q.A.2, HSA.CED.A.1, HSA.REI.A.1, HSA.REI.B.3	2 days	1 day
1-4	Literal Equations and Formulas	HSN.Q.A.1, HSA.CED.A.1, HSA.CED.A.4	2 days	1 day
1-5	Solving Inequalities in One Variable	HSA.CED.A.1, HSA.CED.A.3, HSA.REI.B.3	2 days	1 day
CCC	**Mathematical Modeling in 3 Acts:** Collecting Cans	HSA.CED.A.1, HSA.REI.A.1, HSA.REI.B.3	1 day	1 day
1-6	Compound Inequalities	HSA.CED.A.1, HSA.CED.A.3, HSA.REI.B.3	2 days	1 day
1-7	Absolute Value Equations and Inequalities	HSA.CED.A.1	2 days	1 day
Topic 2 **Linear Equations**			**10–11 days**	**6 days**
2-1	Slope Intercept Form	HSA.CED.A.2, HSS.ID.C.7	2 days	1 day
2-2	Point Slope Form	HSA.CED.A.2, HSF.LE.A.2, HSS.ID.C.7	2 days	1 day
2-3	Standard Form	HSA.CED.A.2, HSA.CED.A.3, HSS.ID.C.7	2 days	1 day
CCC	**Mathematical Modeling in 3 Acts:** How Tall is Tall?	HSA.CED.A.1, HSA.CED.A.3, HSA.CED.A.4	1 day	1 day
2-4	Parallel and Perpendicular Lines	HSA.CED.A.2	2 days	1 day
Topic 3 **Linear Functions**			**14–15 days**	**8 days**
3-1	Relations and Functions	HSF.IF.A.1	2 days	1 day
3-2	Linear Functions	HSF.IF.A.1, HSF.IF.A.2, HSF.IF.B.5, HSF.LE.A.2	2 days	1 day
3-3	Transforming Linear Functions	HSF.IF.B.5, HSF.IF.C.7, HSF.BF.A.1, HSF.BF.B.3	2 days	1 day
CCC	**Mathematical Modeling in 3 Acts:** The Express Lane	HSS.ID.B.6.A, HSS.ID.B.6.C, HSS.ID.C.7	1 day	1 day

	Lessons	CCSS-M	Traditional	Block
Topic 3 **Linear Functions** *(continued)*			**14–15 days**	**8 days**
3-4	Arithmetic Sequences	HSF.IF.A.3, HSF.BF.A.1, HSF.BF.A.1.A, HSF.BF.A.2, HSF.LE.A.1, HSF.LE.A.1.B, HSF.LE.A.2	2 days	1 day
3-5	Scatter Plots and Lines of Fit	HSS.ID.B.6, HSS.ID.B.6.A, HSS.ID.B.6.C, HSS.ID.C.7	2 days	1 day
3-6	Analyzing Lines of Fit	HSS.ID.B.6, HSS.ID.B.6.A, HSS.ID.B.6.B, HSS.ID.B.6.C, HSS.ID.C.8, HSS.ID.C.9	2 days	1 day
Topic 4 **Systems of Linear Equations and Inequalities**			**12–13 days**	**7 days**
4-1	Solving Systems of Equations by Graphing	HSA.REI.C.6	2 days	1 day
4-2	Solving Systems of Equations by Substitution	HSA.CED.A.3, HSA.REI.C.6	2 days	1 day
4-3	Solving Systems of Equations by Elimination	HSA.CED.A.3, HSA.REI.C.5	2 days	1 day
4-4	Linear Inequalities in Two Variables	HSA.REI.D.12, HSA.CED.A.3	2 days	1 day
CCO	**Mathematical Modeling in 3 Acts:** Get Up There!	HSA.CED.A.2, HSA.CED.A.3	1 day	1 day
4-5	Systems of Linear Inequalities	HSA.CED.A.3, HSA.REI.D.12	2 days	1 day
Topic 5 **Piecewise Functions**			**10–11 days**	**6 days**
5-1	The Absolute Value Function	HSF.IF.B.4, HSF.IF.B.6, HSF.IF.C.7.B	2 days	1 day
CCO	**Mathematical Modeling in 3 Acts:** The Mad Runner	HSF.IF.B.4	1 day	1 day
5-2	Piecewise-Defined Functions	HSF.IF.B.4, HSF.IF.B.6, HSF.IF.C.7.B	2 days	1 day
5-3	Step Functions	HSF.IF.B.4, HSF.IF.B.6, HSF.IF.C.7.B	2 days	1 day
5-4	Transformations of Piecewise-Defined Functions	HSF.IF.C.7.B, HSF.IF.C.9, HSF.BF.B.3	2 days	1 day
Topic 6 **Exponents and Exponential Functions**			**12–13 days**	**7 days**
6-1	Rational Exponents and Properties of Exponents	HSN.RN.A.1, HSN.RN.A.2	2 days	1 day
6-2	Exponential Functions	HSF.IF.B.4, HSF.IF.B.5, HSF.IF.B.6, HSF.BF.A.1, HSF.LE.A.1, HSF.LE.A.1.A	2 days	1 day
6-3	Exponential Growth and Decay	HSN.Q.A.3, HSA.SSE.A.1.B, HSA.SSE.B.3.C, HSA.CED.A.2, HSF.LE.A.1.C, HSF.LE.A.2, HSF.LE.B.5	2 days	1 day
6-4	Geometric Sequences	HSF.IF.A.3, HSF.BF.A.2, HSF.LE.A.2	2 days	1 day

PACING FOR SUCCESS

enVision Algebra 1 (continued)

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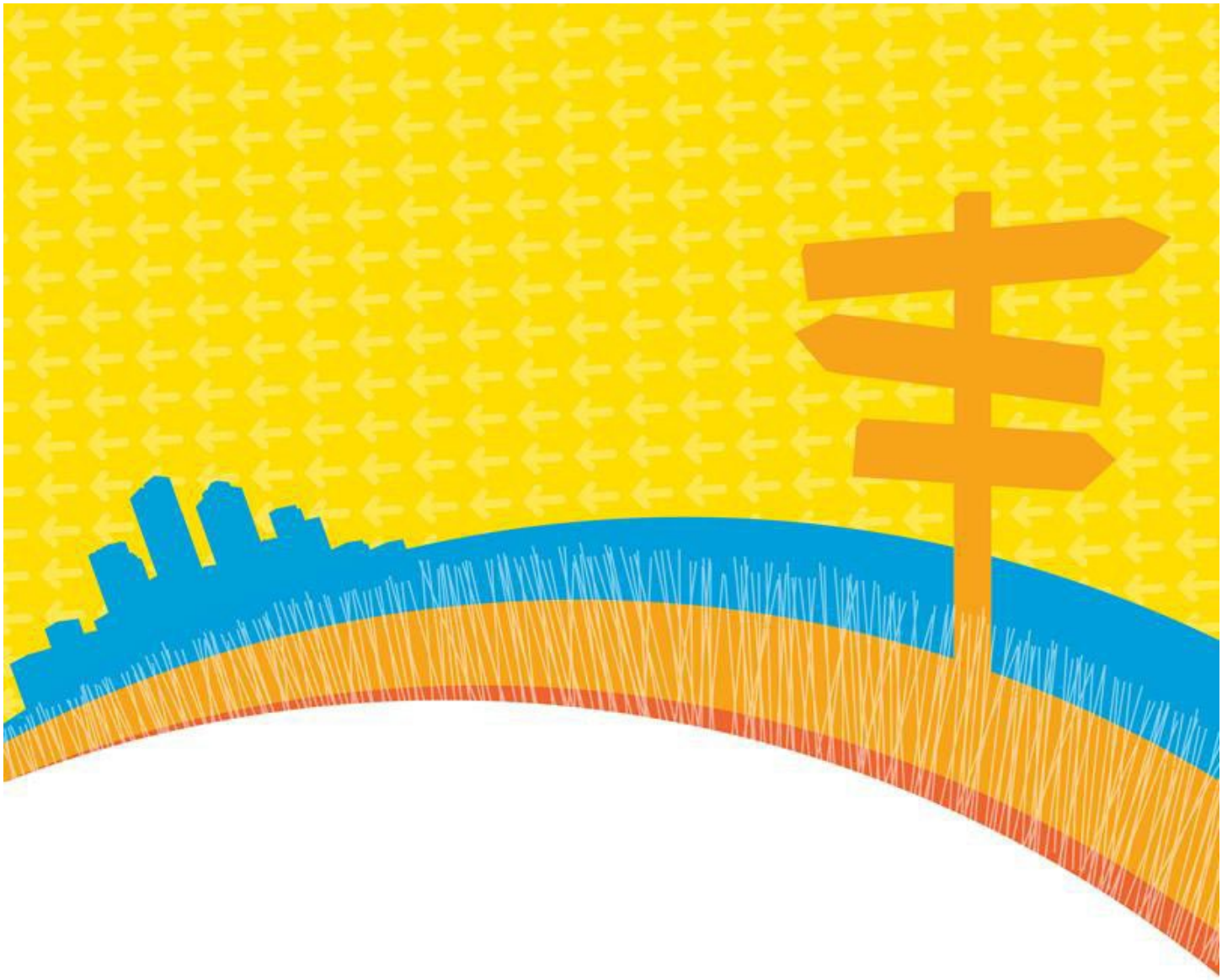
	Lessons	CCSS-M	Traditional	Block
Topic 6 **Exponents and Exponential Functions** *(continued)*			**12–13 days**	**7 days**
6-5	Transformations of Exponential Functions	HSF.IF.B.4, HSF.IF.C.9, HSF.BF.B.3	2 days	1 day
CCC	**Mathematical Modeling in 3 Acts:** Big Time Pay Back	HSF.BF.A.1, HSF.LE.A.1, HSF.LE.A.2	1 days	1 day
Topic 7 **Polynomials and Factoring**			**16–17 days**	**9 days**
7-1	Adding and Subtracting Polynomials	HSA.APR.A.1	2 days	1 day
7-2	Multiplying Polynomials	HSA.APR.A.1	2 days	1 day
7-3	Multiplying Special Cases	HSA.APR.A.1	2 days	1 day
7-4	Factoring Polynomials	HSA.APR.A.1, HSA.SSE.A.2	2 days	1 day
7-5	Factoring $x^2 + bx + c$.	HSA.SSE.A.1, HSA.SSE.A.1.A, HSA.SSE.A.1.B	2 days	1 day
CCC	**Mathematical Modeling in 3 Acts:** Who's Right?	HSA.APR.A.1	1 day	1 day
7-6	Factoring $ax^2 + bx + c$.	HSA.SSE.A.1, HSA.SSE.A.1.A, HSA.SSE.A.1.B	2 days	1 day
7-7	Factoring Special Cases	HSA.SSE.A.1, HSA.SSE.A.1.A, HSA.SSE.A.1.B, HSA.SSE.A.2	2 days	1 day
Topic 8 **Quadratic Functions**			**12–13 days**	**7 days**
8-1	Key Features of Graphs of Quadratic Functions	HSA.CED.A.2, HSF.IF.B.6, HSF.BF.B.3	2 days	1 day
8-2	Quadratic Functions in Vertex Form	HSF.IF.C.7, HSF.BF.B.3	2 days	1 day
8-3	Quadratic Functions in Standard Form	HSF.IF.B.4, HSF.IF.C.7.A, HSF.IF.C.8, HSF.IF.C.9	2 days	1 day
8-4	Modeling with Quadratic Functions	HSF.IF.A.2, HSF.BF.A.1, HSS.ID.B.6.A, HSS.ID.B.6.B	2 days	1 day
CCC	**Mathematical Modeling in 3 Acts:** The Long Shot	HSA.REI.D.10, HSF.IF.B.4	1 day	1 day
8-5	Comparing Linear, Exponential, and Quadratic Models	HSF.LE.A.3, HSS.ID.B.6.A	2 days	1 day
Topic 9 **Solving Quadratic Equations**			**16–17 days**	**9 days**
9-1	Solving Quadratic Equations Using Graphs and Tables	HSA.CED.A.1, HSA.CED.A.2, HSA.REI.B.4.B, HSA.REI.D.11	2 days	1 day

	Lessons	CCSS-M	Traditional	Block
Topic 9 **Solving Quadratic Equations** *(continued)*			**16–17 days**	**9 days**
9-2	Solving Quadratic Equations by Factoring	HSA.SSE.B.3.A, HSA.APR.B.3, HSA.REI.B.4.B, HSF.IF.C.8.A	2 days	1 day
9-3	Rewriting Radical Expressions	HSN.RN.A.2	2 days	1 day
9-4	Solving Quadratic Equations Using Square Roots	HSA.CED.A.1, HSA.SSE.A.2, HSA.REI.B.4.B	2 days	1 day
9-5	Completing the Square	HSA.REI.B.4.A, HSA.SSE.B.3.B, HSF.IF.C.8.A	2 days	1 day
9-6	The Quadratic Formula and the Discriminant	HSA.SSE.B.3, HSA.CED.A.1, HSA.REI.B.4.A, HSA.REI.B.4.B	2 days	1 day
CCO	**Mathematical Modeling in 3 Acts:** Unwrapping Change	HSA.CED.A.1, HSA.CED.A.3, HSA.REI.B.4	1 day	1 day
9-7	Solving Nonlinear Systems of Equations	HSA.REI.C.7, HSA.REI.D.11, HSF.IF.C.7.C	2 days	1 day
Topic 10 **Working with Functions**			**16–17 days**	**9 days**
10-1	The Square Root Function	HSF.IF.B.4, HSF.IF.B.6, HSF.IF.C.7.B	2 days	1 day
10-2	The Cube Root Function	HSF.IF.B.4, HSF.IF.B.6, HSF.IF.C.7.B	2 days	1 day
10-3	Analyzing Functions Graphically	HSF.IF.B.4, HSF.IF.B.5	2 days	1 day
10-4	Translations of Functions	HSF.IF.B.4, HSF.IF.C.7.B, HSF.BF.B.3	2 days	1 day
10-5	Compressions and Stretches of Functions	HSF.BF.B.3	2 days	1 day
CCO	**Mathematical Modeling in 3 Acts:** Edgy Tiles	HSF.IF.B.4, HSF.IF.C.7, HSF.IF.C.7.B	1 day	1 day
10-6	Operations with Functions	HSF.BF.A.1.B	2 days	1 day
10-7	Inverse Functions	HSF.BF.B.4, HSF.BF.B.4.A	2 days	1 day
Topic 11 **Statistics**			**12–13 days**	**7 days**
11-1	Analyzing Data Displays	HSS.ID.A.1	2 days	1 day
11-2	Comparing Data Sets	HSS.ID.A.1, HSS.ID.A.2, HSS.ID.A.3	2 days	1 day
11-3	Interpreting the Shapes of Data Displays	HSS.ID.A.2, HSS.ID.A.3	2 days	1 day
11-4	Standard Deviation	HSS.ID.A.2, HSS.ID.A.3	2 days	1 day
11-5	Two-Way Frequency Tables	HSS.ID.B.5	2 days	1 day
CCO	**Mathematical Modeling in 3 Acts:** Text Message	HSS.ID.A.2, HSS.ID.A.3	1 day	1 day



Teacher's Guide

California Ethnic Studies

Courseware

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Please refer to the Introduction to Edmentum Courseware for general information about Edmentum's online courses, course components, and instructional implementation models.

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Course Overview

In one semester of five units, California Ethnic Studies explores the history, culture, and experiences of different ethnic and racial groups. The course looks at the lives of Indigenous peoples, African Americans, Latin Americans, and Asian Americans and Pacific Islanders in the United States. By studying the experiences of people in these groups, students will develop a deeper understanding of their contributions, struggles, and achievements.

In this course, students will explore the effects of historical as well as current laws and policies. Many laws and policies have focused on specific ethnic or racial groups in the United States. Students will learn about the ways in which these groups have shaped and contributed to society. They will also explore the obstacles groups have faced while working to gain citizenship and equality. And through discussion, research, and projects, students will learn how the impacts of race, ethnicity, and identity lead people to have very different lives.

This course is designed to enable all students at the high school level to develop a deep understanding of the Ethnic Studies objectives identified in the course pacing guide detailed below. The course is based on a modern understanding of student learning in ethnic studies and has been aligned to the California Ethnic Studies Model Curriculum. For more detailed information about standards coverage, consult this coverage spreadsheet, which correlates lessons with the California Ethnic Studies Model Curriculum.

Instructional Approach

Interactive Instruction

- The **lessons in this course are scaffolded** with interactions, activities, and videos to engage learners in the content and reinforce key concepts.
- The course includes a **glossary** that students can access through the Resources menu and through links to glossary words in the content.

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- **Lesson Activities** often ask students to engage in self-checked analytical or writing tasks based on the content covered in the related lessons.
- **Unit and Course Activities** give students opportunities to complete lengthier exercises that involve extended analysis and evaluation of sources. During these exercises, students also develop arguments and support them with evidence.
- Each lesson includes **Guided Notes**, which may be printed out or filled in electronically. The guided notes summarize the content of a given lesson, ensuring comprehensive student preparation for each lesson's mastery test.

Inquiry and Connections

- **Lesson Activities**. Lesson Activities in this course explore learning objectives that require ongoing attention throughout the student's education. Some Lesson Activities focus on transferring skills to a unique context, while others use a scaffolded inquiry approach to enable students to develop their own understanding of the content. In most Lesson Activities, students use fundamental historical thinking practices while making connections and drawing relationships between concepts.

Embedded Practice

- **TE Items.** Practice questions are available to students for every lesson. By practicing their skills through these items, students can identify areas of needed growth and do a targeted review of the material before taking the mastery test.
- **Lesson and Unit Activity scaffolds.** In each tutorial, students are assessed before moving on to new sections of instruction. Students respond to various types of questions to ensure understanding of the texts and skills taught. These questions provide practice for items students will encounter on the mastery test, posttest, and end-of-semester test. Some embedded question items help scaffold tasks students will encounter in the Lesson, Course, and Unit activities.
- **Constructed Response opportunities.** There are response opportunities throughout most tutorials, providing students with opportunities to plan for discussions, research, and writing tasks in the upcoming Lesson Activities and Unit Activities.

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Interactive Tools and Supportive Features

- **Videos**. In this course, some tutorials ask students to watch and analyze videos to explore important skills and concepts. Videos in this course also support social and emotional learning of difficult concepts.
- **Exploratory items**. There are interactions embedded throughout the course that allow students to explore topics and reflect on concepts without worrying about getting the right answer.
- **Quick-info Pop-ups**. In each tutorial, Quick-info Pop-ups provide contextual information about authors, settings, and other key elements needed for students to understand historical and social contexts of the material or media they are expected to analyze. This tool is also used to provide brief instruction on and reminders of skills and concepts within the lesson or those previously taught in the course.

A Note on Primary Sources

Primary sources are a critical component to learning about and analyzing historical events. However, many primary sources include antiquated language and terminology that reflects the time period in which they were created. We suggest that teachers review primary source materials with their students—both text-based sources and period images and visual representations of the period.

Pacing

Edmentum offers automatic pacing for this course. When creating a new class assignment or updating an existing assignment, teachers can enable automatic pacing by defining start and end dates for course administration. The following pacing guide may also be used as a reference.

Curriculum Contents and Pacing Guide

This pacing guide lists the title and the primary content objective of each lesson. For more information about each lesson and activity, consult this coverage spreadsheet, which correlates lessons with the California Ethnic Studies Model Curriculum.

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Notice that column B lists the standards and column C gives the total number of lessons or other activities that address each standard. Across the top of the spreadsheet, you will find the title of each lesson and the unit where the lesson resides. In the cells under the titles, a number 1 indicates that a particular California Academic Standard is addressed by that lesson.

This semester is divided into several units that, together, can be completed in 90 days. The pacing guide provides a general timeline for presenting each unit. It is adjustable and designed to fit your class schedule. The guide is based on a typical 180-day school year with 90 days per semester.

Unit 1: Identity

Summary

This unit introduces the subject of ethnic studies as a subject and to the key concepts that students will encounter in the course. Among those concepts are defining the multiple components of a person's identity. Students will explore how factors such as race, gender, ability, and ethnicity combine to create each person's multipart identity, known as their intersectional identity. The unit also covers the ways that power and privilege have served to oppress individuals based on some or all parts of their identity. Finally, students will explore the intersections and factors that contribute to their own identity.

Day	**Activity/***Objective*	Type
1 day: 1	**Syllabus and Student Orientation** *Review the Student Orientation and Course Syllabus at the beginning of this course.*	Course Orientation
3 days: 2–4	**Introducing Ethnic Studies** *Define essential terms and concepts used in ethnic studies courses. Explain essential historical thinking and critical literacy skills. Analyze primary and secondary sources for objectivity and credibility.*	Lesson

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Day	Activity/*Objective*	Type
3 days: 5–7	**Identity and Intersectionality** *Define the term "identity," and describe how a person's identity is formed. Understand the dynamics of race, ethnicity, and gender in identity. Explain the influence of religion on identity, including for Jewish and Muslim Americans. Define some common external influences on a person's identity.*	Lesson
3 days: 8–10	**Identity and Power** *Explain how stereotypes lead to intended and unintended marginalization of specific ethnic and racial groups. Describe how factors such as geography, environment, culture, race, and socioeconomic status influence identity. Recognize and critique stereotypes and dominant narratives in popular culture.*	Lesson
2 days: 11–12	**The Third World Liberation Front** *Examine primary sources to investigate social movements. Analyze the validity and credibility of sources. Write a letter explaining how specific groups have influenced social movements that address societal problems.*	Course Activity
1 day: 13	**Discussion**	Discussion
2 days: 14–15	**Identity Reflection** *Identify many of the factors that shape a person's identity. Identify elements of your own identity through exercises, including an "I Am" poem. Write a reflection analyzing your own identity.*	Unit Activity
1 day: 16	**Posttest: Unit 1**	Assessment

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Unit 2: Indigenous Studies

Summary

In this unit, students will explore the experiences of the Indigenous peoples who were the original inhabitants of the territory that makes up the United States. They will learn to describe how Indigenous groups have experienced intersections in their identities. Tracing Indigenous peoples' experiences across time, students will analyze the ways that settlers and colonial and federal government policies affected Indigenous landholding, and how removal and assimilation practices disrupted Indigenous peoples and cultures. The unit also considers the history of movements for Indigenous rights and political power. Students will complete the unit by selecting a 21st century environmental issue and researching and writing about the related concerns and actions of Indigenous environmental activists.

Day	Activity/*Objective*	Type
3 days: 17–19	**Indigenous Identity** *Define historical and current terminology that is used to refer to Indigenous people. Describe the intersectional identities of specific Indigenous people.*	Lesson
3 days: 20–22	**History and Displacement** *Recognize the historical context and impact that the founding of settler, colonial, and federal governments had on Indigenous lands. Describe how assimilation and removal policies led to the displacement and disruption of Indigenous peoples and cultures. Analyze the long-term cultural and economic impacts of past federal policies aimed at Indigenous peoples.*	Lesson
3 days: 23–25	**Rights and Sovereignty** *Describe the history of movements for Indigenous rights and sovereignty. Explain how political power developed among Indigenous peoples. Analyze the historical context of the continuing challenges that Indigenous people face.*	Lesson

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Day	Activity/*Objective*	Type
3 days: 26–28	**Indigenous People as Team Mascots** *Recognize the historical context of Indigenous iconography and symbolism used in American sports and popular culture. Compare and contrast different arguments about the use of Indigenous iconography and symbolism in American sports. Analyze why some sports teams have opted to change their mascots or names to avoid using Indigenous figures, and why others have not. Explain social, economic, legislative, and historical factors that have contributed to decisions about the use of Indigenous iconography and symbolism.*	Lesson
2 days: 29–30	**Sacred Lands** *Interpret a map to locate sacred lands within a specific region. Analyze information about a sacred land, including the Indigenous peoples connected to it. Create a slide show explaining the history, significance, and threats to a specific sacred land.*	Course Activity
1 day: 31	**Discussion**	Discussion
2 days: 32–33	**Environmental Activism** *Examine a specific issue that Indigenous environmental activists have focused on in the United States. Synthesize research on historical and systemic policies that have led to environmental issues of concern to Indigenous communities. Write a report highlighting the efforts of Indigenous environmental activists.*	Unit Activity
1 day: 34	**Posttest: Unit 2**	Assessment

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Unit 3: African American Studies

Summary

This unit begins with an analysis of the ways that the spread of slavery led to a massive movement of people of African descent around the world and affected the lives and identities of millions of people. The resistance of people of African descent against slavery and oppression and the quest for citizenship and civil rights informed the experiences and identities of many African Americans. Students will describe the evolution of the Black civil rights movements from the early 20th century to today and analyze the approaches to and results of that movement. Finally, they will research and write about the impact of systemic racism on Black communities in the United States.

Day	Activity/*Objective*	Type
3 days: 35–37	**Black Identity and the African Diaspora** *Analyze the relationship between the African Diaspora and Black identities around the world. Describe how the resistance of African peoples against slavery and oppression helped form new identities. Explain how the struggle for citizenship and legal rights contributed to Black American identities.*	Lesson
3 days: 38–40	**Social and Civil Rights Movements** *Describe the evolution of Black civil rights movements in the United States from the early 20th century to the present. Analyze the diverse philosophies of Black civil rights leaders and their different approaches to activism. Evaluate the impact of historical civil rights movements on contemporary society.*	Lesson
3 days: 41–43	**African American Contributions to the United States** *Describe the accomplishments and contributions of key Black Americans in the nation's history. Explain the role that Black Americans have played in the advancement of science, technology, engineering, math, literature, and art. Examine factors that prevented Black innovation and cultural contributions from being widely recognized.*	Lesson

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Day	Activity/*Objective*	Type
3 days: 44–46	**Cultural Appropriation** *Define cultural appropriation and differentiate it from cultural appreciation. Identify the consequences of cultural appropriation on marginalized groups and what can be done to lessen this impact. Analyze how the cultural contributions of Black Americans have been subject to cultural appropriation.*	Lesson
2 days: 47–48	**Black Women in Social Justice** *Examine the circumstances and historical context of social justice movements. Evaluate the role of Black women in a specific social justice movement. Synthesize media to explain the history and role of Black women in a social justice movement.*	Course Activity
1 day: 49	**Discussion**	Discussion
2 days: 50–51	**Environmental Impact and Activism** *Examine the impact of systemic racism on Black communities in the United States. Write an essay that makes a precise claim and uses evidence from multiple sources.*	Unit Activity
1 day: 52	**Posttest: Unit 3**	Assessment

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Unit 4: Latin American Studies

Summary

This unit identifies the historical and contemporary factors that shape Latin American identity. It considers the impact of intersectionality on many different Latin American identities. It summarizes the ways that historical events have led to cultural diversity and explores the history of the border between the United States and Mexico in creating that diversity. Students will explore the efforts of Latin Americans in the United States to overcome systemic oppression and marginalization, and the role that the labor movement played in advancing the goals of the Latin American civil rights movement. Finally, they will synthesize research and write about a current issue affecting Latin Americans in the United States today.

Day	**Activity/***Objective*	Type
3 days: 53–55	**Latin American Identity** *Identify the historical and contemporary factors that shape Latin American identity. Analyze the impact of intersectionality on Latin American identity. Explain the diversity of Latin American identity.*	Lesson
3 days: 56–58	**Histories and Borders** *Analyze how historical events led to cultural diversity in Latin America. Summarize the development of the current border between the United States and Mexico. Describe how borders influence and affect people on both sides.*	Lesson
3 days: 59–61	**Rights and Citizenship** *Describe the efforts of Latin Americans in the United States to overcome systemic oppression and marginalization from the 1920s through the present day. Analyze the role that key leaders of the Chicano movement played in advancing the goals of the labor movement and the land grant movement.*	Lesson
3 days: 62–64	**Chicano Art** *Describe El Teatro Campesino grassroots theater movement that formed alongside the Chicano movement. Analyze Chicano mural art as a form of political and cultural expression.*	Lesson

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Day	Activity/*Objective*	Type
2 days: 65–66	**The East Los Angeles Walkouts** *Examine sources of information on the historical context of the East Los Angeles walkouts, including this event's connection to the broader Chicano movement. Summarize key leaders, demands, and outcomes of the East Los Angeles walkouts. Write about the possibilities and challenges of youth-led social change within societal institutions.*	Course Activity
1 day: 67	**Discussion**	Discussion
2 days: 68–69	**Individual Impact and Social Activism** *Evaluate the impact of individuals on Latin American communities. Synthesize research on a current issue that affects Latin American communities in the United States. Create social media content to encourage activism in your community.*	Unit Activity
1 day: 70	**Posttest: Unit 4**	Assessment

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Unit 5: Asian American and Pacific Islander Studies

Summary

This unit analyzes the experiences of Asian American and Pacific Islander (AAPI) peoples in the United States. After identifying the various nationalities and ethnicities that make up the AAPI community, the unit explores the relationship between colonialism and AAPI identity today. Students will examine connections between the AAPI movement for equality and civil rights and similar movements of other groups. Then they will evaluate the contributions of AAPI people to U.S. culture and politics and examine issues facing the AAPI community today.

Day	Activity/*Objective*	Type
3 days: 71–73	**Asian American and Pacific Islander Identity** *Describe the various nationalities and ethnicities that make up the Asian American and Pacific Islander community. Analyze common misconceptions about Asian Americans and Pacific Islanders and the impacts of these misconceptions. Evaluate how and why the term Asian American and more contemporary terms such as Asian American and Pacific Islander (AAPI) were created.*	Lesson
3 days: 74–76	**History of AAPI Peoples** *Describe key events in AAPI history from the 16th through 20th centuries. Recognize the relationships between colonialism and AAPI identity. Examine connections between the Asian American movement and other movements for civil rights in the 1960s.*	Lesson
3 days: 77–79	**AAPI People in the 21st Century** *Evaluate the rise of racism and hate crimes against AAPI people in the 2020s amid the COVID-19 pandemic and the social and political response. Analyze the contributions of members of the AAPI community to American culture, politics, and social activism. Examine issues facing AAPI peoples in the 21st century.*	Lesson

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Day	Activity/*Objective*	Type
3 days: 80–82	**Native Hawaiians and the United States** *Examine the impacts of U.S. imperialism on the people and environment of the Hawaiian Islands. Analyze the consequences of colonization in Hawaii for Native Hawaiian people. Describe the exclusion of Native Hawaiians from U.S. domestic policy regarding Indigenous peoples. Summarize the movement for Hawaiian sovereignty.*	Lesson
2 days: 83–84	**AAPI Art, Literature, and Film** *Examine the intersectionality of individuals within the Asian American and Pacific Islander community. Analyze the cultural contributions in art, literature, or film of an individual in the AAPI community. Argue a position on the cultural impact of an individual in the AAPI community.*	Course Activity
1 day: 85	**Discussion**	Discussion
2 days: 86–87	**Inquiry Research Project** *Evaluate how a societal institution's treatment of the AAPI community can widen or limit their access to opportunities. Create a research project with supportive media using a digital technology.*	Unit Activity
1 day: 88	**Posttest: Unit 5**	Assessment
1 day: 89	**Semester Review**	
1 day: 90	**End-of-Semester Exam**	Assessment

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Available Seats- CICA - 11/26/2025

Count	LastFirst	Pre_Reg	Active	Total	Max_Seats	Available_Seats
1	[redacted]	0	71	71	0	-71
2		0	22	22	25	3
3		o 1	25	25	25	0
4		0	21	21	25	4
5		2	22	22	25	3
6		2	19	19	25	6
7		0	16	16	25	9
8		0	22	22	25	3
9		0	12	12	13	1
10		0	10	10	13	3
11		0	16	16	25	9
12		0	24	24	25	1
13		0	20	20	25	5
14		0	24	24	25	1
15		0	25	25	25	0
16		3	16	16	25	9
17		0	18	18	25	7
18		0	23	23	25	2
19		0	22	22	25	3
20		0	22	22	25	3
21		0	12	12	13	1
22		0	22	22	25	3
23		0	21	21	25	4
24		0	22	22	25	3
25		0	21	21	25	4
26		0	17	17	25	8
27		0	71	71	0	-71
28		0	12	12	25	13
29		0	25	25	25	0
30		0	25	25	25	0
31		0	13	13	13	0
32		0	17	17	25	8
33		2	20	20	30	10
34		0	61	61	0	-61
35		0	38	38	0	-38
36		0	24	24	25	1
37		0	22	22	25	3
38		0	19	19	25	6
39		0	17	17	25	8
40		0	22	22	25	3
41		0	21	21	25	4
42		2	21	21	25	4
43		0	18	18	25	7
44		0	70	70	0	-70
45		1	20	20	25	5

Count	LastFirst	Pre_Reg	Active	Total	Max_Seats	Available_Seats
46	[redacted]	0	23	23	25	2

Count	LastFirst	Active
1	[redacted]	71
2		22
3		25
4		21
5		22
6		19
7		16
8		22
9		12
10		10
11		16
12		24
13		20
14		24
15		25
16		16
17		18
18		23
19		22
20		22
21		12
22		22
23		21
24		22
25		21
26		17
27		71
28		12
29		25
30		25
31		13
32		17
33		20
34		61
35		38
36		24
37		22
38		19
39		17
40		22
41		21
42		21
43		18
44		70
45		20
46		23
	Total Active	1124
	Current Staff to Student Ratio	24.43478261

Learning Period	Instructional Days	Learning Period Dates	Monthly Minutes Reflected on AWR
M1	17	8/11/25 - 9/5/25	6,120 minutes
M2	20	9/8/25 - 10/3/25	7,200 minutes
M3	20	10/6/25 - 10/31/25	7,200 minutes
M4	14	11/3/25 - 11/28/25	5,040 minutes
M5	20	12/1/25 - 1/9/26	7,200 minutes
M6	19	1/12/26 - 2/6/26	6,480 minutes
M7	18	2/9/26 - 3/6/26	6,480 minutes
M8	14	3/9/26 - 4/3/26	5,040 minutes
M9	18	4/6/26 - 5/1/26	6,480 minutes
M10	19	5/4/26 - 5/29/26	6,480 minutes
M11	19	6/1/26 -6/28/26	6,480 minutes

Updated December 2025

Student Name:									
Student ID:		**M6: January 12, 2026 - February 6, 2026**							
Schedule		**Course**	**Assignment**	**Time Value in Minutes**	**Submitted**	**Percent Complete per Week**	**Assignment Total Points Possible**	**Total Points Received**
	1/12/2026				☐			
					☐			
					☐			
	1/13/2026				☐			
					☐			
					☐			
	1/14/2026				☐			
					☐			
					☐			
	1/15/2026				☐			
					☐			
					☐			
Week 1	**1/16/2026**				☐	0%		
					☐			
	1/19/2026				☐			
					☐			
					☐			
	1/20/2026				☐			
					☐			
					☐			
	1/21/2026				☐			
					☐			
					☐			
Week 2	**1/22/2026**				☐	0%		
					☐			
	1/26/2026				☐			
					☐			
					☐			
	1/27/26				☐			
					☐			
					☐			
	1/28/26				☐			
					☐			
					☐			
	1/29/26				☐			
					☐			
					☐			
Week 3	**1/30/26**				☐	0%		
					☐			
	2/2/2026				☐			
					☐			
					☐			
	2/3/2026				☐			
					☐			
					☐			

Directions:
-Complete an AWR for each student on your roster.
-Schedule must match the instructional days available for the learning period.
-Insert the time value for each assignment.
-Check the box when an assignment is completed.
-Review instructional minute slide deck for monthly goal for each learning period.
-Insert the score and total points possible for each assignment.
-Once completed, download each student AWR as a pdf.
-Add your signature and date to the AWR.
-Submit each individual student AWR via the Brain.

Instructional Minutes by Learning Period

Learning Period	Instructional Days	Monthly Minutes Reflected on AWR
M1	17	6,120
M2	20	7,200
M3	20	7,200
M4	14	5,040
M5	15	5,400
M6	19	6,840
M7	18	6,480

Learning Period	Instructional Days	Monthly Minutes Reflected on AWR
M8	14	5,040
M9	13	6,480
M10	19	6,480
M11	19	6,480

Updated October 2025

Week 4	**2/4/2026**				☐			
					☐			
	2/5/2026				☐			
					☐			
	2/6/2026				☐			
					☐	0%		
				0.00	**0%**		**0**	**0**	**#DIV/0!**
				Total Time Value	% of work completed:		Total Points Possible	Total Points Received	Grade Percentage
Teacher Name			**Teacher Signature**						

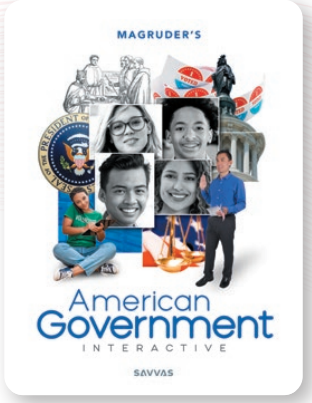
Pacing at a Glance

While our pacing time frame is based on 45-minute classes or 90-minute blocked classes, our program's features are designed to be adaptable and customizable to each classroom. Whether you have 30-minute class periods or 90-minute blocks, our content is flexible.

MAGRUDER'S American Government INTERACTIVE

Topic	Essential Question	Lessons	Pacing Time Frame
Foundations of Government and Citizenship	What should governments do?	4	7 Periods, 3.5 Blocks
The Beginnings of American Government	How much power should a government have?	4	7 Periods, 3.5 Blocks
The Constitution	What is the right balance of power in good government?	4	7 Periods, 3.5 Blocks
The Legislative Branch	How should government meet the needs of its people?	6	9 Periods, 4.5 Blocks
The Executive Branch: The Presidency and Vice Presidency	What makes a good leader?	4	7 Periods, 3.5 Blocks
The Executive Branch at Work	What should governments do?	6	9 Periods, 4.5 Blocks
The Judicial Branch	How should we handle conflict?	3	6 Periods, 3 Blocks

Want planning support?
Visit the Topic Organizer in the Teacher's Edition for a menu of resource options to choose from—it's flexible!



Topic	Essential Question	Lessons	Pacing Time Frame
Protecting Civil Liberties	How much power should the government have?	7	10 Periods, 5 Blocks
Citizenship and Civil Rights	What are the challenges of diversity?	4	7 Periods, 3.5 Blocks
Government by the People	What is the role of the people in the government?	7	10 Periods, 5 Blocks
Elections	Who gets elected?	4	7 Periods, 3.5 Blocks
Government and the Economy	What is the proper role of government in the economy?	5	8 Periods, 4 blocks
State and Local Government	What should governments do?	6	9 Periods, 4.5 Blocks
Comparative Political Systems	What makes a government successful?	4	7 Periods, 3.5 Blocks

Remember!
The Primary Source and Reading Guide Workbook provides scaffolded support every step of the way.

	Final Draft Ukrainian
Master Agreement	**Основна угода про навчання**
California Innovative Career Academy	California Innovative Career Academy
Duration of Agreement: DATES	**Тривалість угоди:** ДАТИ
Student name:	**Ім'я студента:**
Student ID #:	**Номер студента:**
Grade Level	**Клас:**
Birth date:	**Дата народження:**
Phone Number:	**Номер телефону:**
Address:	**Адреса:**
City:	**Місто:**
Zip Code:	**Поштовий індекс (Zip Code):**
Objectives The student is to complete the subjects/courses listed in the California Innovative Career Academy ("CICA") student information system, which are incorporated herein. The subject/course objectives reflect the curriculum adopted by the charter school's governing board and are consistent with charter school standards, as outlined in the charter school's subject/course descriptions, which are incorporated herein. CICA shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. This includes access to all courses offered by CICA for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The objectives for each course may also be further described in other subsidiary agreements and policies, which are incorporated herein.	**Цілі:** Студент зобов'язується завершити предмети/курси зазначені в інформаційній системі студентів школи California Innovative Career Academy ("CICA"), які є частиною цього документа. Цілі предметів/курсів складають навчальну програму, затверджену управлінською радою чартерної школи та відповідну стандартам чартерної школи, як зазначено в описах предметів/курсів чартерної школи, які містить цей документ. Школа "CICA" надаватиме навчальний матеріал, відповідний до рівня навчання та еквівалентний очній формі навчання. Це передбачає надання доступу до всіх курсів, рекомендованих "CICA" для закінчення школи, та прийнятих Каліфорнійським університетом або Державним університетом штату Каліфорнія, як такі, що підлягають зарахуванню відповідно до критеріїв прийому A-G. Цілі кожного навчального курсу можуть бути описані в інших додаткових угодах та положеннях, які містяться в цьому документі.
Courses Enrolled	**Обрані курси**

Credit Types	**Типи академічних кредитів**
Credit Amounts	**Кількість кредитів**
Additional Classes: If the student satisfactorily completes all of the above subjects/courses before the ending date of the agreement, one or more courses/subjects may be added to the agreement if the agreement is re-signed and re-dated by the teacher and the student.	**Додаткові курси:** Якщо студент успішно завершує усі зазначені вище курси до дати закінчення угоди, один або більше курсів/предметів може бути додано до договору за умови, якщо договір буде повторно підписано та датовано викладачем і студентом.
Reporting: Students are required to report to their teacher(s) as scheduled to submit assignments and for reporting his or her progress as follows: **Manner**: through online messages, email, phone or in-person; **Frequency**: at least once per learning period, Monday-Friday; **Time**: 8:30 a.m.-9:00 p.m.; **Place**: virtually or in-person. Exact time, manner, frequency, and place are determined by the teacher(s) in consultation with the student.	**Звітність:** Студенти зобов'язані підтримувати зв'язок з вчителями за розкладом для того, щоб здавати завдання і звітувати про свій прогрес наступним чином: **Спосіб:** шляхом онлайн-повідомлень, електронної пошти, телефону або особисто; **Періодичність:** принаймні один раз протягом навчального періоду, з понеділка по п'ятницю; **Час**: 8.30 a.m. - 9 p.m. **Місце**: онлайн або особисто. Точнний час, спосіб, періодичність та місце зустрічей визначається вчителем на консультації зі студентом.
Board Policies: For students in all grade levels and programs, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be 20 school days. When a student fails to complete 70% of assignments during any learning period or when a student's educational progress falls below satisfactory levels, an evaluation will be made, to determine whether it is in the best interests of the student to remain in independent study. Whether a student's progress falls below satisfactory levels will be determined by CICA's Tiered-re engagement procedures, which considers ALL of the following indicators:	**Положення управлінської ради:** Для студентів усіх рівнів та програм максимальний термін, встановлений між датою призначення завдання і датою його виконання, становить 20 навчальних днів. У випадку, коли студент не виконує 70% завдань протягом навчального періоду, або навчальний прогрес студента не відповідає достатньому рівню, може бути проведено оцінювання, щоб встановити, наскільки доцільним для студента є продовження навчання за індивідуальною формою. Наскільки прогрес студента відповідає задовільному рівню, визначатиметься за процедурами поетапного повторного залучення CICA, які враховують УСІ наступні показники:
The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).	Рівень досягнень і залучення студента у програмі індивідуального навчання визначається на основі його результатів за відповідними індивідуальними показниками успішності та залучення, встановленими в Пункті (4) і (5) розділу 52060(d) Education Code.
The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.	Виконання завдань, тестувань або інші показники, які засвідчують, що студент працює над завданнями.
Learning required concepts, as determined by the supervising teacher.	Вивчення необхідних концепцій, визначених викладачем.
Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.	Демонстрація прогресу шляхом завершення курсу навчання або індивідуального курсу, встановленого викладачем.
Duration of Agreement: The duration of this agreement is set forth above and shall not exceed one school year.	**Строк дії угоди:** Строк дії цієї угоди зазначено вище і не може перевищувати одного навчального року

Voluntary Statement: Independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class, or program pursuant to Education Code section 48915 or 48917, instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.	**Добровільне свідчення:** Індивідуальне навчання пропонується як необов'язкова освітня альтернатива, і жодного студента не можна зобов'язати до участі. У випадку, коли студент направляється або призначається до будь-якої школи, класу чи програми відповідно до розділу 48915 або 48917 Education Code, навчання може здійснюватися індивідуально лише за умови, якщо студенту запропоновано також альтернативу у вигляді навчання в класі.
Statement of Academic and Other Supports for Special Populations: CICA shall utilize its tiered Re-Engagement process to address the needs of students who are not performing at grade level, or who need support in other areas, such as English Learners, students in foster care or students who are experiencing homelessness, and/or students requiring mental health support. These supports may include, but are not limited to, access to counselors, intervention supports, appropriate language supports for English learners, etc. CICA complies with Section 504 of the federal Rehabilitation act of 1973 (29 U.S.C. Sec. 794) and is committed to providing equivalent access to and providing a free appropriate public education to all students with disabilities. CICA only serves students ages 22 and over and thus students in CICA are not eligible under the Individuals with Disabilities in Education Act ("IDEA"). Student support may also be further described in other subsidiary agreements, plans, and policies, which are incorporated herein.	**Положення про академічну та іншу підтримку для окремих груп населення:** CICA використовуватиме свою поетапну процедуру повторного залучення для студентів, які не досягають відповідного рівня або тих, хто потребує підтримки в інших сферах, а також для тих, хто вивчає англійську мову як другу, студентів, що перебувають у складних життєвих обставинах, під опікою або потребують психологічної підтримки. Ця підтримка може включати, але не обмежується, доступом до кураторів, підтримкою інтервенційних програм, відповідною мовною підтримкою студентів, що вивчають англійську тощо. CICA дотримується розділу 504 Federal Rehabilitation act of 1973 (29 U.S.C. Sec. 794) та зобов'язується надавати відповідний доступ та державні безкоштовні освітні послуги всім студентам з обмеженими можливостями. CICA надає освітні послуги особам віком 22 років та більше, тому студенти CICA не підпадають під дію Закону Individuals with Disabilities in Education Act ("IDEA"). Підтримка студентів в подальшому може бути описана в інших додаткових угодах, планах та положеннях, які містяться в цьому документі.
Quality and Quantity; Rights and Privileges; Resources and Services: The independent study option is to be substantially equivalent in quality and quantity to classroom instruction. Students who choose to engage in independent study are to have equality of rights and privileges with the same access to existing services and resources as students in the regular school program.	**Якість та кількість; Права та переваги; Ресурси та Послуги:** Варіант індивідуального навчання є суттєво еквівалентним кількісно та якісно до освіти у класі. Студенти, які обирають навчання за індивідуальною програмою, мають рівні права та переваги з однаковим доступом до запропонованих послуг та ресурсів, як і ті студенти, що зараховані на звичайну шкільну програму.
***Methods of Study*:** Specific methods of study will be designated on the Assigned Work Record (AWR) and are incorporated herein. Examples of methods of study for the student will include, but are not limited to, Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Computerized Curriculum, Web/Internet Research, Library Research, Field Trips, and Learning Center Courses.	**Методи навчання:** Конкретні методи навчання будуть визначені в Assigned Work Record (AWR) і включені до цього документа. Приклади навчальних методів студентів містять, але не обмежуються такими, як самостійне читання, вправи у підручниках, вирішення задач, навчальні проекти, тренування та практика, комп'ютеризована навчальна програма, веб-дослідження, робота в бібліотеці, екскурсії та курси освітнього центру.
***Specific Resources*:** CICA will provide appropriate instructional materials and personnel necessary to enable the student to complete the assigned work. These resources include, but are not limited to, textbooks, school supplies, and support from the teacher(s) of record and other school staff, and shall also include confirming or providing access to the connectivity and devices adequate to participate in the educational program and complete assigned work. Specific	**Конкретні ресурси:** CICA забезпечуватиме студента необхідними навчальними матеріалами та підтримкою персоналу для виконання призначеного йому завдання. Ці ресурси містять, але не обмежені, використанням підручників, шкільного приладдя, підтримкою вчителів та іншого персоналу школи, а також забезпеченням доступу до Інтернет мережі та пристроїв, необхідних для

resources for each course may also be further described in other subsidiary agreements and policies, which are incorporated herein.	належної участі в освітніх програмах та виконання призначених завдань. Конкретні ресурси для кожного курсу також можуть бути додатково описані в інших допоміжних угодах і положеннях, які містяться у цьому документі.
***Methods of Evaluation*:** Academic evaluations will be designated on the Learning Report and are incorporated herein. Examples of acceptable methods of evaluation include, but are not limited to, Teacher Made Tests, Student Conferences, Progress/Report Cards, Chapter/Unit Test, Work Samples, Observations, State Standards Testing, Quizzes, Labs, and Finals.	**Методи оцінювання:** Академічне оцінювання визначатиметься у Learning Report та міститиметься в цьому документі. Приклади прийнятних методів оцінювання містять, але не обмежені наступними: тести, підготовлені викладачем, студентські конференції, табелі успішності/ звітні картки, тести за розділами/ темами, зразки робіт, спостереження, тестування відповідно до державних стандартів, контрольні роботи, лабораторні роботи та підсумкові іспити.
Course Credits: Upon successful completion of this agreement, the student is eligible to earn up to full academic and attendance credits as confirmed by a certificated teacher of record for their enrolled subjects/courses, which are reflected in the student information system and incorporated herein.	**Кредитні години курсу:** У випадку успішного виконання умов цього договору студент має право отримати академічні кредити та кредити відвідування у повному обсязі, що підтверджується сертифікованим викладачем обраних студентом курсів/предметів, які зазначені в інформаційній системі студента та містяться у цьому документі.
***Signatures and Dates*:** We have read and understand the terms of this agreement and agree to all the provisions.	**Підписи та Дати:** Ми ознайомилися з умовами цієї угоди, розуміємо їх та погоджуємося з усіма положеннями.
Signature Field	Поле для підпису
Printed Name	**Повне ім'я (друкованими літерами)**
Student	Студент
Teacher	Викладач
Date	Дата
Certificated employee who has been designated as having responsibility for the general supervision of independent study	Сертифікований працівник, призначений відповідальним за загальний контроль за індивідуальним навчанням.

	Final draft Farsi
Master Agreement	توافق نامه ای اصلی
California Innovative Career Academy	California Innovative Career Academy
Duration of Agreement: DATES	مدت زمان توافقنامه: (/ / الی / /)
Student name:	نام شاگرد:
Student ID #:	شماره دانشجویی یا آی دی نمبر شاگرد:
Grade Level	سطح درجه
Birth date:	تاریخ تولد:
Phone Number:	شماره تماس:
Address:	آدرس
City:	شهر:
Zip Code:	کد پستی:
Objectives The student is to complete the subjects/courses listed in the California Innovative Career Academy ("CICA") student information system, which are incorporated herein. The subject/course objectives reflect the curriculum adopted by the charter school's governing board and are consistent with charter school standards, as outlined in the charter school's subject/course descriptions, which are incorporated herein. CICA shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. This includes access to all courses offered by CICA for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The objectives for each course may also be further described in other subsidiary agreements and policies, which are incorporated herein.	**اهداف:** شاگرد مؤظف است که دروس و مضامین را که در فهرست آکادمی نوآورانه حرفه ای کالیفرنیا (CICA) گنجانده شده است تکمیل نماید. تمام دروس/مضامین و برنامه ای درسی که در این مکتب تدریس می‌شود توسط هیئت مدیره مکتب تایید شده و طبق استاندارد های درسی قابل تطبیق میباشد. CICA محتواء و مواد درسی استاندارد را مطابق هر درجه ارائه میکند که معادل به آموزش صنف های حضوری باشد. این موضوع شامل دسترسی شاگردان به تمام برنامه های میباشد که از جانب CICA به شاگردان جهت فراغت فراهم می گردد و از جانب دانشگاه کالیفرنیا و یا دانشگاه ایالتی کالیفرنیا تائید و قابل اعتبار و برابر به دوره A-G میباشد. اهداف هر یک از برنامه ها بیشتر در توافقنامه های فرعی و پالیسی ها بیشتر توضیح گردیده است.
Courses Enrolled	کورس های ثبت نام شده
Credit Types	انواع کریدت درسی

Credit Amounts	مقدار کریدت درسی
Additional Classes: If the student satisfactorily completes all of the above subjects/courses before the ending date of the agreement, one or more courses/subjects may be added to the agreement if the agreement is re-signed and re-dated by the teacher and the student.	صنف های اضافی: در صورتی که شاگرد قبل از ختم توافقنامه تمام دروس و مضامین خود را به طور رضایت بخش تکمیل کند. یک یا دو مضمون به توافقنامه اضافه می شود و آن هم در آن در صورتیکه توافقنامه دوباره با تاریخ جدید میان استاد و شاگرد عقد گردد.
Reporting: Students are required to report to their teacher(s) as scheduled to submit assignments and for reporting his or her progress as follows: **Manner**: through online messages, email, phone or in-person; **Frequency**: at least once per learning period, Monday-Friday; **Time**: 8:30 a.m.-9:00 p.m.; **Place**: virtually or in-person. Exact time, manner, frequency, and place are determined by the teacher(s) in consultation with the student.	راپور نویسی: تمام شاگردان مکلف اند تا از پیشرفت شان و سپردن کار خانه گی شان بر اساس تقسیم اوقات برای استاد شان بطور ذیل راپور دهند. چگونگی : از طریق پیام، ایمیل، تلیفونی و یا حضوری. طور متعدد: حداقل یک بار بعد از جلسه درسی، دوشنبه الی جمعه: زمان: ۸:۳۰ صبح الی ۹:۰۰ شب. مکان: بطور غیر حضوری (آنلاین) یا حضوری. زمان مشخص ،چگونگی، بطور متعدد. و مکان توسط استاد مربوطه برای شاگرد تعیین خواهد شد.
Board Policies: For students in all grade levels and programs, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be 20 school days. When a student fails to complete 70% of assignments during any learning period or when a student's educational progress falls below satisfactory levels, an evaluation will be made, to determine whether it is in the best interests of the student to remain in independent study. Whether a student's progress falls below satisfactory levels will be determined by CICA's Tiered-re engagement procedures, which considers ALL of the following indicators:	پالیسی های هیئت مدیره : حداکثر زمان از موقعی که کار خانگی داده شده تا زمانی که کار خانگی به اتمام می رسد و باید تحویل داده شود برای شاگردان تمام صنوف و برنامه ها ۲۰ روز است. اگر در صورتی که شاگرد نتواند ۷۰ فیصد از کار خانگی خود را به اتمام برساند یا اینکه پیشرفت شاگرد به درجه رضایت برسد در آن صورت شاگرد مورد ارزیابی قرار خواهد گرفت تا مشخص شود که آیا این شاگرد میتواند به طور مستقلانه به درس خود ادامه دهد یا خیر. اینکه آیا پیشرفت شاگرد میتواند به درجه رضایت برسد توسط (CICA) (پروسیجر دوباره دخیل شدن) از قرار ذیل هستند.
The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).	دست آورد و انجام دادن تکالیف شاگرد بطور مستقلانه که این مشخصات توسط اجرات شاگرد در درجه موجوده شاگرد معیین می شود در کد تعلیمی بخش ۵۲۰۶۰(d) پاراگراف های (۴) و (۵).
The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.	تمام کردن کار خانگی، ارزیابی ها، و یا دیگر فعالیت های شاگرد نشانه ایست که شاگرد روی کار های خانگی اش کار می کند.
Learning required concepts, as determined by the supervising teacher.	مفاهیم ضروری آموزش قراریکه توسط استاد مربوطه تشخیص گریده است.
Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.	پیشرفت بسوی موفقیت به انجام رساندن کورس آموزشی یا کورس مشخص شده برای فرد که توسط استاد مربوطه معیین می شود.
Duration of Agreement: The duration of this agreement is set forth above and shall not exceed one school year.	مدت زمان موافقتنامه: مدت زمان این موافقه که در فوق ذکر شده است از یک سال تعلیمی عبور کرده نمی تواند.
Voluntary Statement: Independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class, or program pursuant to Education Code	بیانیه ای داوطلبانه: پروگرام درسی مستقلانه یک انتخاب میباشد در صورتی که شاگرد به کدام صنف مکتب و پروگرام تعیین می شود درس خواندن بطور داوطلبانه برای یادگیری میباشد که شاگرد لازم نیست به شکل حضوری در صنف اشتراک نماید. این امر در کد

section 48915 or 48917, instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.	تعلیمی بخش های ۴۸۹۱۵ و ۴۸۹۱۷ آمده است. در صورتی که شاگرد برای این برنامه انتخاب شود هدایات لازمه برای شاگرد مهیا خواهد شد.
Statement of Academic and Other Supports for Special Populations: CICA shall utilize its Tiered Re-Engagement process to address the needs of students who are not performing at grade level, or who need support in other areas, such as English Learners, students in foster care or students who are experiencing homelessness, and/or students requiring mental health support. These supports may include, but are not limited to, access to counselors, intervention supports, appropriate language supports for English learners, etc. CICA complies with Section 504 of the federal Rehabilitation act of 1973 (29 U.S.C. Sec. 794) and is committed to providing equivalent access to and providing a free appropriate public education to all students with disabilities. CICA only serves students ages 22 and over and thus students in CICA are not eligible under the Individuals with Disabilities in Education Act ("IDEA"). Student support may also be further described in other subsidiary agreements, plans, and policies, which are incorporated herein.	بیانیه تحصیلی و حمایت های دیگر برای گروه های خاص:CICA باید برای رسیده گی به نیاز های شاگردان در سطح درجه درسی و یا اگر به کدام زمینه دیگر نیاز به کمک و همکاری دارند مشارکت نموده و حمایت نماید، مانند حمایت در زبان انگلیسی، حمایت به شاگردان که در پرورشگاه هستن و یا شاگردان که بی خانه گی را تجربه میکنن، و یا شاگردان که نیاز به حمایت سلامت روانی دارند. این حمایت ها شامل دسترسی به مشاوران، دسترسی به زبان های مناسب و غیره میباشد. CICA در بخش 504 قانون federal Rehabilitationدر سال *29 U.S.C. Sec* □□□□. 794) مطابق است، به ارایه آموزش عمومی مناسب و رایگان برای همه شاگردان تعهد می نماید. در *CICA* آنعده از شاگردانی که سن شان حداقل ۲۲ باشند واجد شرایط می باشد. در عین حال شاگردان که تحت شرایط افراد داری معلولیت در سکتور تعلیمی باشند واجد شرایط نمی باشد. جهت وضاحت بیشتر در قسمت خدمات لازم در حمایت از شاگردان؛ قرارداد های فرعی، پلان ها و پالیسی نیز اینجا گنجانده شده است.
Quality and Quantity; Rights and Privileges; Resources and Services: The independent study option is to be substantially equivalent in quality and quantity to classroom instruction. Students who choose to engage in independent study are to have equality of rights and privileges with the same access to existing services and resources as students in the regular school program.	کیفیت و کمیت، حقوق و امتیازات، منابع و خدمات: انتخاب پروگرام مستقلانه و یا independent study طوری که در نظر گرفته شده است از نظر کیفیت و کمیت برابر به آموزش صنف های درسی میباشد. شاگردان که در پروگرام مستقلانه اشتراک مینمایند از حقوق و امتیازات مساویانه با شاگردان که در صنف های درسی شرکت میکنند برخوردار بوده و دسترسی به منابع و خدمات مکتب به همه برابر و یکسان میباشد.
***Methods of Study*:** Specific methods of study will be designated on the Assigned Work Record (AWR) and are incorporated herein. Examples of methods of study for the student will include, but are not limited to, Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Computerized Curriculum, Web/Internet Research, Library Research, Field Trips, and Learning Center Courses.	شیوه و یا روش های مطالعه: روش های خاص مطالعه از گذشته تعیین شده در(AWR) مشخص شده است که در این جا هم گنجانده شده است. مثال های از روش های مطالعه برای شاگردان شامل ذیل است اما محدود نمی باشد، خواندن مستقلانه، فعالیت ها و کتاب های درسی، حل مسئله، پروژه های مطالعه ای، تمرین های مداوم، برنامه ای درسی کامپیوتری، تحقیقات وب/ اینترنت، تحقیقات کتابخانه ای، سفر های آموزشی، کورس های مرکز آموزشی.
***Specific Resources*:** CICA will provide appropriate instructional materials and personnel necessary to enable the student to complete the assigned work. These resources include, but are not limited to, textbooks, school supplies, and support from the teacher(s) of record and other school staff, and shall also include confirming or providing access to the connectivity and devices adequate to participate in the educational program and complete assigned work. Specific resources for each course may also be further described in other subsidiary agreements and policies, which are incorporated herein.	منابع مشخصCICA : مواد آموزشی مناسب و مخصوص را برای تمام شاگردان فراهم خواهد کرد تا آنها قادر به تکمیل امورات آموزشی شان گردد. این منابع قرار ذیل هستند اما محدود نمی باشند. کتب درسی، لوازم مکتب، حمایت از طرف استادان و سایر کارکنان مکتب و همچنان شامل برقراری ارتباط، لوازم و تجهیزات برقی تا شاگرد بتواند از طریق آنها در برنامه ها اشتراک کرده و وظایف خانگی شان را انجام دهند. منابع مشخص برای هر کورس درسی در این اسناد بیشتر هم توزیع داده شده است.
***Methods of Evaluation*:** Academic evaluations will be designated on the Learning Report and are incorporated herein. Examples of acceptable methods of evaluation include, but are not limited to, Teacher Made Tests, Student Conferences,	طریقه های ارزیابی: ارزیابی های آکادمیک در راپور آموزشی در اینجا برگزیده شده اند. مثال های از ارزیابی قابل قبول قرار ذیل هستند اما به این مثال ها محدود نیستند. امتحاناتی که توسط اساتید

Progress/Report Cards, Chapter/Unit Test, Work Samples, Observations, State Standards Testing, Quizzes, Labs, and Finals.	تهیه می شوند. کنفرانس های شاگردان، کارت های پیشرفت شاگردان، امتحانات چپتری یا بخشی، نمونه کارکرد، نظارت ها، امتحانات استاندارد ایالتی، امتحانات کوچک، لابراتوار و امتحانات نهایی.
Course Credits: Upon successful completion of this agreement,the student is eligible to earn up to full academic and attendance credits as confirmed by a certificated teacher of record for their enrolled subjects/courses, which are reflected in the student information system and incorporated herein.	کردیت های آموزشی: بعد از اتمام موفقانه این توافقنامه، هر شاگرد مستحق کردیت کامل هر کورس یا مضمون را که اشتراک کرده باشد می‌شود، اما بنابر تایید استاد مربوطه. که البته این کردیت ها در قسمت سیستم معلوماتی شاگرد رسانده خواهد شد.
***Signatures and Dates*:** We have read and understand the terms of this agreement and agree to all the provisions.	امضاء و تاریخ: ما موارد این توافق نامه را خوانده و بطور کامل فهمیده ایم و با موارد اش موافقت داریم.
Signature Field	محل امضاء
Printed Name	نام
Student	شاگرد
Teacher	استاد
Date	تاریخ
Certificated employee who has been designated as having responsibility for the general supervision of independent study	کارمند تصدیق شده ای که برگزیده شده باشد برای نظارت عمومی بر آموزش های مستقل مسئول می باشد.

California Innovative Career Academy



MASTER AGREEMENT

AUGUST 2025

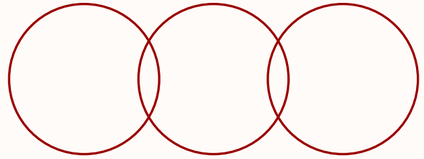
AGENDA

01 Master Agreement Review

02 Tiered Reengagement

03 When is a student disenrolled?

04 Group Activity: Scenarios



READ THE INDEPENDENT STUDY MASTER AGREEMENT



- 10 Minutes
- First, read individually.
- Next, discuss with your table.
- Write your questions on sticky notes and place them on the board. **(one question per sticky note)**

TIERED REENGAGEMENT

	Tiered Re-engagement Strategies		
Tier	**Trigger**	**Employee Action**	**Log Entry Example**
1	Student records a non-attendance day or does not participate in scheduled synchronous instruction	Within one school day, Teacher will: 1. Verify the current contact information for the student 2. Call student 3. Text the student	Subject: Tier 1 *I have verified the current contact information for the student. I called the student to notify them of the lack of attendance or lack of participation and sent them a text message as required by our tiered engagement strategies.*
2	Student does not participate in more than 50% of the scheduled times of synchronous instruction in a school month, does not generate attendance for more than 10% of days over four continuous weeks, or is otherwise in violation of their Master Agreement	Teacher will: 1. Email assigned counselor Counselor will: 1. Connect student with health and social services as necessary 2. Counselor will determine if additional support is needed (504)	Teacher Subject: Tier 2 *I have emailed the student's counselor for additional support.* Counselor Subject: SST/504 (example) *[insert relevant student updates]*
3	Student failed to complete 70% of the assigned work for the learning period or Student's educational progress has fallen below satisfactory levels *(BP 5120)*	Teacher will: 1. Set pupil-educator conference and review Master Agreement, educational progress, and academic plan expectations	Subject: Tier 3 Pupil-Educator Conference *I held an evaluation meeting with the student where I reviewed the Master Agreement, discussed the student's academic progress and determined their academic plan for this learning period. Failure to meet the terms of the academic plan may result in disenrollment due to a lack of academic progress.*

READ THE TIERED REENGAGEMENT STEPS



- 10 Minutes
- First, read individually.
- Next, discuss with your table.
- Write your questions on sticky notes and place them on the board.

(03)

WHEN IS A STUDENT DISENROLLED?

TEACHER CONFERENCE

Risk of Disenrollment Form - place students who are not meeting the Master Agreement terms on an Academic Intervention Plan for the next learning period

TEACHER EVALUATION

Review student engagement and progress at the end of the *next* learning period. If student has not met the terms of the Master Agreement, they are sent a...



DISENROLLMENT LETTER

***A teacher conference is required for every student, even if they are meeting the terms of the Master Agreement.**

READ THE *RISK OF DISENROLLMENT FORM* & THE *DISENROLLMENT LETTER*



- 10 Minutes
- First, read individually.
- Next, discuss with your table.
- Write your questions on sticky notes and place them on the board.

(03)

CHECK FOR UNDERSTANDING

Group Work: 25 minutes

- Create groups of 4-5 people
- Each group will receive a student scenario card.
- Follow the directions on the card.

Presentations: 25 minutes



SCENARIO #7

David completes all of his assigned work and is passing all three of his courses. However, he has not attended his monthly teacher conference. David expresses his work hours will not allow him to meet the original scheduled time.

1. How will you discuss this requirement with David?
2. What support will you offer him?
3. Explain to the group why one-on-one monthly teacher conferences are important for student success.

SCENARIO #1

Alena is a grade 9 student. She has completed 85% of her assigned work for the learning period. Her overall grade for the learning period is 65%.

1. Explain why Alena is at risk of disenrollment.
2. Fill out a Risk of Disenrollment form. What academic interventions has the group decided to implement?
3. Alena is an English learner and speaks Russian, what resources will you use during your student evaluation meeting if Paraeducator support is not available?

SCENARIO #4

Amiri has attended every synchronous instruction opportunity this learning period. She has completed only 30% of her assigned work and has a 20% grade for the learning period.

1. What actions will you take as her teacher?
2. How will you determine the areas where she needs the most support?

SCENARIO #6

Teacher Abigail has a roster of 25 students. See the breakdown below:

Level 0 = 2
Level 1 = 10
Level 2 = 6
Level 3 = 12

THEY ARE ALL GRADE 9

1. While each group has opportunities for group synchronous instruction weekly, what strategies can Abigail use to build individual relationships with her students?

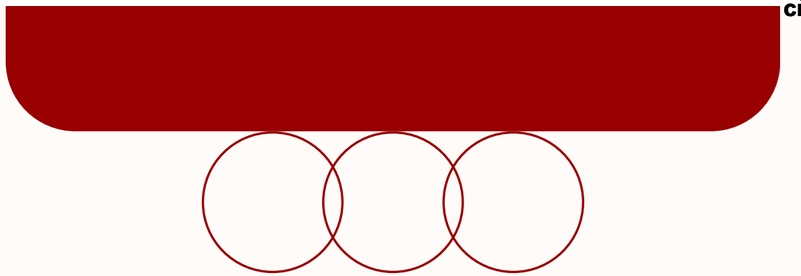
1. Not including the mandatory teacher conference, what strategies will you use to inform students of their academic progress?

SCENARIO #5

Timothy did not meet the terms of the Master Agreement last learning period. You set a teacher conference with him and developed an academic intervention plan. After a week, it is clear Timothy is struggling to follow the academic intervention plan that was created.

- What actions will you take to support Timothy?

SCENARIO #2

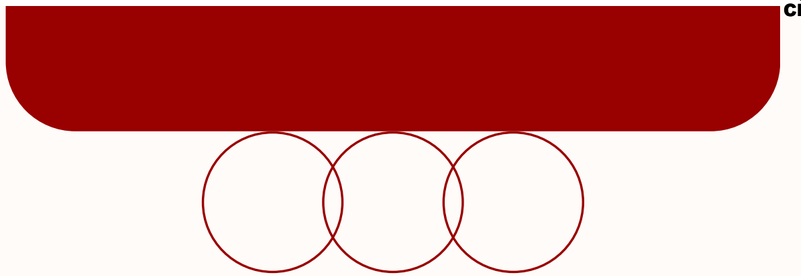


You notice that 15 of the 25 students on your roster are not attending the weekly synchronous instruction offerings.

1. List the documents and platforms you will check to ensure students are engaged and making progress.

1. Explain to the group the steps required to be taken to reengage the student.

SCENARIO #3



Kevin completed 100% of his US History assignments. He has a 45% grade for the learning period.

1. How would you discuss this with Kevin?

1. What actions can you implement to prevent additional instances like this from occurring with other students?

SCENARIO #8

Talia is taking World History. Last learning period, she struggled to complete her online coursework.

- What alternative ways can her teacher ensure she continues to make academic progress?
- How will you help Talia build her digital literacy skills?
- How will you assess if her digital skills have improved?

	Pashto FInal Draft
Master Agreement	ترون
Duration of Agreement: DATES	د ترون موده: / /
Student name:	د زده کوونکي نوم:
Student ID #:	د زده کوونکي ID شمیره:
Grade Level	د ټولګي کچه
Birth date:	د زیږون نیټه:
Phone Number:	د تیلفون شمیره:
Address:	آدرس:
City:	ښار:
Zip Code:	ښار زیب کود:
Objectives The student is to complete the subjects/courses listed in the California Innovative Career Academy ("CICA") student information system, which are incorporated herein. The subject/course objectives reflect the curriculum adopted by the charter school's governing board and are consistent with charter school standards, as outlined in the charter school's subject/course descriptions, which are incorporated herein. CICA shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. This includes access to all courses offered by CICA for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The objectives for each course may also be further described in other subsidiary agreements and policies, which are incorporated herein.	موخي: زده کوونکی باید هغه مضامین/کورسونه بشپړ کړي چې د کالیفورنیا نوښتګر مسلکی اکاډمی ("CICA") د زده کونکو معلوماتو سیسټم کې لیست شوي دي، کوم چې دلته شامل شوي دي. د مضمون/کورس اهداف د چارټر ښوونځي د اداري بورډ لخوا منل شوي، نصاب منعکس کوي او د چارټر ښوونځي معیارونو سره مطابقت لري، لکه څنګه چې د چارټر ښوونځي د مضامین/کورس توضیحاتو کې بیان شوي، کوم چې دلته شامل شوي دي. CICA به هغه مواد چمتو کړي چې د درجې کچې معیارونو سره سمون ولري چې د شخصي لارښوونې سره په کافي اندازه مساوي وي. پدې کې د CICA لخوا د فراغت لپاره وړاندې شوي او د کالیفورنیا پوهنتون یا د کالیفورنیا ایالت پوهنتون لخوا تصویب شوي. ټولو کورسونو ته لاسرسی شامل دی چې د A-G داخلي معیارونو لاندې اعتبار لري. د هر کورس لپاره اهداف ممکن په نورو فرعي ترونونو او پالیسیو کې هم تشریح شي، کوم چې دلته شامل شوي دي.
Courses Enrolled	نومول شوي کورسونه
Credit Types	د کریډیټ ډولونه

Credit Amounts	د کریډیټ مقدار
Additional Classes: If the student satisfactorily completes all of the above subjects/courses before the ending date of the agreement, one or more courses/subjects may be added to the agreement if the agreement is re-signed and re-dated by the teacher and the student.	اضافي ټولګي: که چيرې زده کونکی د ټرون د پای نيټې څخه مخکې پورته ټول مضمونونه/کورسونه په قناعت وړ ډول بشپړ کړي، نو که چيرې ټرون د بشوونکي او زده کونکي لخوا بيا لاسليک او بيا نيټه شي، نو يو يا څو کورسونه/مضامين په ټرون کې اضافه کيدی شي.
Reporting: Students are required to report to their teacher(s) as scheduled to submit assignments and for reporting his or her progress as follows: **Manner**: through online messages, email, phone or in-person; **Frequency**: at least once per learning period, Monday-Friday; **Time**: 8:30 a.m.-9:00 p.m.; **Place**: virtually or in-person. Exact time, manner, frequency, and place are determined by the teacher(s) in consultation with the student.	راپور ورکول: زده کونکي اړ دي چې د دندو سپارلو او د خپل پرمختګ راپور ورکولو لپاره په لاندې ډول خپل بشوونکي ته راپور ورکړي: طريقه: د آنلاين پيغامونو، بريښنالیک، تليفون يا په شخصي ډول؛ په دوامداره او منظمه توګه: لږترلږه يو ځل د زده کړې په دوره کې، دوشنبه - جمعه؛ وخت: د سهار له 8:30 بجو څخه تر مابنام 9:00 بجو پورې؛ ځای: په مجازی ډول يا په شخصي توګه. دقيق وخت، طريقه، څو غونډې به ترسره شي، او ځای د بشوونکي لخوا د زده کونکي سره په مشوره ټاکل کيږي.
Board Policies: For students in all grade levels and programs, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be 20 school days. When a student fails to complete 70% of assignments during any learning period or when a student's educational progress falls below satisfactory levels, an evaluation will be made, to determine whether it is in the best interests of the student to remain in independent study. Whether a student's progress falls below satisfactory levels will be determined by CICA's Tiered Re-Engagement procedures, which considers ALL of the following indicators:	د بورډ پاليسي: د ټولو ټولګيو او پروګرامونو زده کونکو لپاره، د دندې د ترسره کولو او د هغه نيټې ترمنځ چې زده کونکی بايد ټاکل شوی کار بشپړ کړي، حد اقل د دي موده بايد 20 د بشوونځي ورځې وي. کله چې يو زده کونکی د زده کړې په هره دوره کې د 70٪ دندې بشپړولو کې پاتې راشي يا کله چې د زده کونکي تعليمي پرمختګ د قناعت وړ کچې څخه ښکته شي، نو ارزونه به ترسره شي، ترڅو معلومه شي چې ايا دا د زده کونکي په غوره ګټو کې ده چې په خپلواکه مطالعه کې پاتې شي. ايا د زده کونکي پرمختګ د قناعت وړ کچې څخه ښکته راځي د CICA د بيا ښکيلتيا پروسيجرونو لخوا ټاکل کيږي، کوم چې لاندې ټول شاخصونه په پام کې نيسي:
The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).	د زده کونکي لاسته راوړنه او په خپلواکه مطالعه پروګرام کې ښکيلتيا، لکه څنګه چې د زده کونکي د فعاليت لخوا د زده کونکي د لاسته راوړنې او د زده کونکي ښکيلتيا د تطبيق وړ زده کونکو کچې اقداماتو کې ښودل شوي چې د زده کړې کوډ برخې 52060(d) پراګرافونو (4) او (5) کې بيان شوي.
The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.	د دندو، ارزونو، يا نورو شاخصونو بشپړول چې دا ثابتوي چې زده کونکی په دندو کار کوي.
Learning required concepts, as determined by the supervising teacher.	د زده کړې لپاره اړين مفاهيم، لکه څنګه چې د څارونکي بشوونکي لخوا ټاکل کيږي.
Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.	د زده کړې کورس يا انفرادي کورس د بريالي بشپړيدو په لور پرمختګ، لکه څنګه چې د څارونکي بشوونکي لخوا ټاکل کيږي.
Duration of Agreement: The duration of this agreement is set forth above and shall not exceed one school year.	د ټرون موده: د دي ټرون موده پورته ذکر شوي او بايد له يو تعليمي کال څخه زياته نشي.
Voluntary Statement: Independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned	رضاکارانه بيان: خپلواکه مطالعه يو اختياري تعليمي بديل دی چې پکې هيڅ زده کونکی د ګډون کولو ته اړ نه وي. د هغه زده کونکي په صورت کې چې د تعليم کوډ 48915 يا 48917 برخي سره سم

to any school, class, or program pursuant to Education Code section 48915 or 48917, instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.	کوم ښوونځي، ټولګي یا پروګرام ته راجع شوی یا ګمارل شوی وي، زده کونکي ته یوازې هغه وخت د خپلواکي مطالعې له لارې لارښوونه ورکول کیدی شي که چیرې زده کونکي ته د ټولګي لارښووني بدیل وړاندیز شي.
Statement of Academic and Other Supports for Special Populations: CICA shall utilize its Tiered-Re Engagement process to address the needs of students who are not performing at grade level, or who need support in other areas, such as English Learners, students in foster care or students who are experiencing homelessness, and/or students requiring mental health support. These supports may include, but are not limited to, access to counselors, intervention supports, appropriate language supports for English learners, etc. CICA complies with Section 504 of the federal Rehabilitation act of 1973 (29 U.S.C. Sec. 794) and is committed to providing equivalent access to and providing a free appropriate public education to all students with disabilities. CICA only serves students ages 22 and over and thus students in CICA are not eligible under the Individuals with Disabilities in Education Act ("IDEA"). Student support may also be further described in other subsidiary agreements, plans, and policies, which are incorporated herein.	د ځانګړو وګړو لپاره د تعلیمی او نورو ملاتړونو بیانیه:CICA به د هغو زده کونکو ارتیاوې پوره کولو لپاره د خپل ښکیلتیا پروسې څخه کار واخلي چې په ټولګي کې فعالیت نه کوي، یا په نورو برخو کې ملاتړ ته ارتیا لري، لکه د انګلیسي ژبې زده کونکي، د پالنې پاملرنې زده کونکي یا هغه زده کونکي چې بې کوره دي، او/یا هغه زده کونکي چې د رواني روغتیا ملاتړ ته ارتیا لري. پدې ملاتړونو کې ممکن مشاورینو ته لاسرسی، د مداخلې ملاتړ، د انګلیسي ژبې زده کونکو لپاره مناسب ژبې ملاتړ، او نور مواردو شامل وي، مګر محدود ندي. CICA د 1973 د فدرالي بیارغونې قانون 504 برخې سره سمون لري (29 U.S.C. Section 794.) او ژمن دی چې ټولو معلول زده کونکو ته مساوي لاسرسی او وړیا مناسب عامه زده کړې چمتو کړي. CICA یوازې د 22 کلونو او پورته عمر لرونکو زده کونکو ته خدمت کوي او له همدې امله په CICA کې زده کونکي د زده کړې کې د معلولیت لرونکو اشخاصو قانون ("IDEA") لاندې وړ ندي. د زده کونکو ملاتړ ممکن په نورو فرعي ترونونو، پلانونو او پالیسیو کې هم تشریح شي، کوم چې دلته شامل شوي دي.
Quality and Quantity; Rights and Privileges; Resources and Services: The independent study option is to be substantially equivalent in quality and quantity to classroom instruction. Students who choose to engage in independent study are to have equality of rights and privileges with the same access to existing services and resources as students in the regular school program.	کیفیت او کمیت؛ حقونه او امتیازات؛ سرچینې او خدمات: د خپلواکي مطالعې انتخاب باید د ټولګي د لارښوونو سره د کیفیت او کمیت له پلوه په کافي اندازه مساوي وي. هغه زده کونکي چې په خپلواکه مطالعه کې دخیل کیدل غوره کوي باید د حقونو او امتیازاتو مساوي حقونه ولري او موجوده خدماتو او سرچینو ته ورته لاسرسی ولري لکه څنګه چې د حضوری ښوونځي پروګرام کې زده کونکي وي.
***Methods of Study*:** Specific methods of study will be designated on the Assigned Work Record (AWR) and are incorporated herein. Examples of methods of study for the student will include, but are not limited to, Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Computerized Curriculum, Web/Internet Research, Library Research, Field Trips, and Learning Center Courses.	د مطالعې طریقې: د مطالعې ځانګړې طریقې به په ټاکل شوي کاري ریکارډ (AWR) کې مشخص شي او دلته شاملې دي. د زده کونکي لپاره د مطالعې طریقو مثالونه به شامل وي، مګر محدود نه دي، خپلواک لوستل، د درسي کتاب فعالیتونه، د ستونزې حل کول، د مطالعې پروژې، تمرین، کمپیوټرې نصاب، ویب/انټرنیټ څیړنه، د کتابتون څیړنه، ساحوي سفرونه، او د زده کړې مرکز کورسونه.
***Specific Resources*:** CICA will provide appropriate instructional materials and personnel necessary to enable the student to complete the assigned work. These resources include, but are not limited to, textbooks, school supplies, and support from the teacher(s) of record and other school staff, and shall also include confirming or providing access to the connectivity and devices adequate to participate in the educational program and complete assigned work. Specific resources for each course may also be further described in other subsidiary agreements and policies, which are incorporated herein.	ځانګړې سرچینې:CICA به مناسب لارښوونې توکي او پرسونل چمتو کړي چې زده کونکي ته د ټاکل شوي کار بشپړولو توان ورکړي. پدې سرچینو کې درسي کتابونه، د ښوونځي توکي، او د ریکارډ ښوونکو او نورو ښوونځیو کارمندانو ملاتړ شامل دي، مګر محدود ندي، او همدارنګه به د تعلیمي پروګرام کې د ګډون او ټاکل شوي کار بشپړولو لپاره کافي ارتباط او وسایلو ته د لاسرسي تایید یا چمتو کول شامل وي. د هر کورس لپاره ځانګړې سرچینې ممکن په نورو فرعي ترونونو او پالیسیو کې هم تشریح شي، کوم چې دلته شامل شوي دي.
***Methods of Evaluation*:** Academic evaluations will be designated on the Learning Report and are incorporated herein.	د ارزوني طریقې: اکاډمیک ارزونې به د زده کړې په راپور کې مشخص شي او دلته شاملې دي. د ارزونې د منلو وړ میتودونو

Examples of acceptable methods of evaluation include, but are not limited to, Teacher Made Tests, Student Conferences, Progress/Report Cards, Chapter/Unit Test, Work Samples, Observations, State Standards Testing, Quizzes, Labs, and Finals.	مثالونه شامل دي، مګر محدود ندي، د ښوونکو لخوا جوړ شوي ازموينې، د زده کونکو کنفرانسونه، پرمختګ/راپور کارتونه، فصل/يونټ ازموينه، د کار نمونې، مشاهدې، د دولتي معيارونو ازموينه، کوئزونه، لابراتوارونه، او فاينلونه.
Course Credits: Upon successful completion of this agreement,the student is eligible to earn up to full academic and attendance credits as confirmed by a certificated teacher of record for their enrolled subjects/courses, which are reflected in the student information system and incorporated herein.	د کورس کريډيټونه: د دې تړون په بريالیتوب سره بشپړيدو سره، زده کونکی د بشپړ اکاډمیک او حاضري کريډيټونو ترلاسه کولو وړ دی لکه څنګه چې د دوی د نوم ليکنې شوي مضامينو / کورسونو لپاره د ريکارډ تصديق شوي ښوونکي لخوا تاييد شوی، کوم چې د زده کونکو معلوماتو سيسټم کې منعکس شوي او دلته شامل شوي دي.
***Signatures and Dates*:** We have read and understand the terms of this agreement and agree to all the provisions.	لاسليکونه او نيټې: موږ د دې تړون شرايط لوستلي او پوهيدلي يو او د ټولو احکامو سره موافق يو.
Signature Field	لاسلیک
Printed Name	نوم
Student	زده کوونکی
Teacher	ښوونکی
Date	نیټه
Certificated employee who has been designated as having responsibility for the general supervision of independent study	هغه تصديق شوی کارمند چې د خپلواکي مطالعې د عمومي څارنې مسؤليت په توګه ټاکل شوی وي

	Final Draft Spanish
Master Agreement	**Acuerdo Principal**
California Innovative Career Academy	California Innovative Career Academy
Duration of Agreement: DATES	**Plazo del Acuerdo**: FECHAS
Student name:	**Nombre del Estudiante:**
Student ID #:	**Número de Identificación del Estudiante:**
Grade Level:	**Grado:**
Birth date:	**Fecha de Nacimiento:**
Phone Number:	**Número de Teléfono:**
Address:	**Dirección:**
City:	**Ciudad:**
Zip Code:	**Código Postal:**
Objectives: The student is to complete the subjects/courses listed in the California Innovative Career Academy ("CICA") student information system, which are incorporated herein. The subject/course objectives reflect the curriculum adopted by the charter school's governing board and are consistent with charter school standards, as outlined in the charter school's subject/course descriptions, which are incorporated herein. CICA shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. This includes access to all courses offered by CICA for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The objectives for each course may also be further described in other subsidiary agreements and policies, which are incorporated herein.	**Objetivos:** El estudiante debe completar los cursos enumerados en el sistema de información estudiantil de California Innovative Career Academy (CICA), que se incorporan al presente documento. Los objetivos de los cursos reflejan el plan de estudios adoptado por el consejo directivo de la escuela chárter y son consistentes con los estándares de la escuela chárter, como se indica en las descripciones de los cursos de la escuela chárter, que se incorporan al presente documento. CICA proporcionará contenido alineado con los estándares de nivel de grado que sea sustancialmente equivalente a la instrucción presencial. Esto incluye el acceso a todos los cursos ofrecidos por CICA para la graduación y aprobados por la Universidad de California o la Universidad del Estado de California como acreditables bajo los criterios de admisión A-G. Los objetivos de cada curso también pueden describirse con más detalle en otros acuerdos y políticas subsidiarias, que se incorporan al presente documento.
Courses Enrolled	**Cursos Matriculados**

Credit Types	**Tipos de Crédito**
Credit Amounts	**Montos de Crédito**
Additional Classes: If the student satisfactorily completes all of the above subjects/courses before the ending date of the agreement, one or more courses/subjects may be added to the agreement if the agreement is re-signed and re-dated by the teacher and the student.	***Clases Adicionales:*** Si el estudiante completa satisfactoriamente todos los cursos mencionados antes de la fecha de finalización del acuerdo, se podrá añadir uno o más cursos al acuerdo si éste es firmado y fechado de nuevo por el maestro(a) y el estudiante.
Reporting: Students are required to report to their teacher(s) as scheduled to submit assignments and for reporting his or her progress as follows: **Manner**: through online messages, email, phone or in-person; **Frequency**: at least once per learning period, Monday-Friday; **Time**: 8:30 a.m.-9:00 p.m.; **Place**: virtually or in-person. Exact time, manner, frequency, and place are determined by the teacher(s) in consultation with the student.	***Presentación de Informes:*** Los estudiantes deben presentarse ante su(s) maestro(s) en el horario programado para entregar las tareas y reportar su progreso de la siguiente forma: **Manera**: a través de mensajes en línea, correo electrónico, teléfono o en persona; **Frecuencia**: al menos una vez por período de aprendizaje, de lunes a viernes; **Hora**: 8:30 a.m. a 9:00 p.m.; **Lugar**: virtualmente o en persona. La hora exacta, la manera, la frecuencia y el lugar los determina el maestro(a) en consulta con el estudiante.
Board Policies: For students in all grade levels and programs, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be 20 school days. When a student fails to complete 70% of assignments during any learning period or when a student's educational progress falls below satisfactory levels, an evaluation will be made, to determine whether it is in the best interests of the student to remain in independent study. Whether a student's progress falls below satisfactory levels will be determined by CICA's Tiered re-engagement procedures, which considers ALL of the following indicators:	***Políticas del Consejo:*** Para los estudiantes en todos los grados y programas, el tiempo máximo que puede transcurrir entre el momento en que se asigna una tarea y la fecha en que el estudiante debe completar el trabajo asignado será de 20 días escolares. Cuando un estudiante no completa el 70% de las tareas durante cualquier período de aprendizaje o cuando el progreso educativo de un estudiante cae por debajo de niveles satisfactorios, se hará una evaluación para determinar si está en el mejor interés del estudiante permanecer en el estudio independiente. Si el progreso de un estudiante cae por debajo de los niveles satisfactorios será determinado por los procedimientos de Reincorporación de Niveles de CICA, que considera TODOS los indicadores siguientes:
The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).	El logro y la participación del estudiante en el programa de estudio independiente, según lo indicado por el desempeño de dicho estudiante conforme a las medidas a nivel estudiantil de logro y participación establecidos en el Código de Educación Sección 52060 (d) párrafos (4) y (5).
The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.	La finalización de tareas, evaluaciones y otros indicadores que demuestren que el alumno está trabajando en las tareas.
Learning required concepts, as determined by the supervising teacher.	Aprender los conceptos requeridos, según lo determine el maestro(a).
Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.	Avanzar hacia la finalización exitosa del curso de estudio o curso individual, según lo determine el maestro(a).

Duration of Agreement: The duration of this agreement is set forth above and shall not exceed one school year.	***Plazo del Acuerdo:*** La duración de este acuerdo se establece anteriormente y no podrá exceder de un año escolar.
Voluntary Statement: Independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class, or program pursuant to Education Code section 48915 or 48917, instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.	***Declaración Voluntaria:*** El estudio independiente es una alternativa educativa opcional en la que no se puede obligar a ningún estudiante a participar. En el caso de un estudiante que es referido o asignado a cualquier escuela, clase o programa conforme al Código de Educación sección 48915 o 48917, se le puede proporcionar instrucción al estudiante a través del estudio independiente sólo si se le ofrece esa alternativa.
Statement of Academic and Other Supports for Special Populations: CICA shall utilize its Tiered Re-Engagement process to address the needs of students who are not performing at grade level, or who need support in other areas, such as English Learners, students in foster care or students who are experiencing homelessness, and/or students requiring mental health support. These supports may include, but are not limited to, access to counselors, intervention supports, appropriate language supports for English learners, etc. CICA complies with Section 504 of the federal Rehabilitation act of 1973 (29 U.S.C. Sec. 794) and is committed to providing equivalent access to and providing a free appropriate public education to all students with disabilities. CICA only serves students ages 22 and over and thus students in CICA are not eligible under the Individuals with Disabilities in Education Act ("IDEA"). Student support may also be further described in other subsidiary agreements, plans, and policies, which are incorporated herein.	***Declaración de Apoyo Académico y Otros Tipos de Apoyo para Poblaciones Especiales:*** CICA utilizará su proceso de Reincorporación de Niveles para atender las necesidades de los estudiantes que no están rindiendo a nivel de grado, o que necesitan apoyo en otras áreas, tales como estudiantes aprendiendo inglés, estudiantes en cuidado de crianza o estudiantes que están experimentando la falta de vivienda, y/o estudiantes que requieren apoyo de salud mental. Este apoyo puede incluir, pero no se limita a, acceso a consejeros, apoyo de intervención, apoyo lingüístico adecuado para estudiantes aprendiendo inglés, etc. CICA cumple con la Sección 504 de la Ley Federal de Rehabilitación de 1973, "Federal Rehabilitation Act of 1973," (29 U.S.C. Sec. 794) y se compromete a brindar acceso equivalente y una educación pública gratuita y apropiada a todos los estudiantes con discapacidades. CICA solo atiende a estudiantes mayores de 22 años y, por lo tanto, los estudiantes de CICA no son elegibles bajo la Ley de Educación para Personas con Discapacidades, "Individuals with Disabilities in Education Act (IDEA)." El apoyo a los estudiantes también puede describirse con más detalle en otros acuerdos, planes y políticas subsidiarias, que se incorporan al presente documento.
Quality and Quantity; Rights and Privileges; Resources and Services: The independent study option is to be substantially equivalent in quality and quantity to classroom instruction. Students who choose to engage in independent study are to have equality of rights and privileges with the same access to existing services and resources as students in the regular school program.	***Calidad y Cantidad; Derechos y Privilegios; Recursos y Servicios:*** La opción de estudio independiente debe ser sustancialmente equivalente en calidad y cantidad a la instrucción en el aula. Los estudiantes que opten por estudiar de forma independiente deben tener los mismos derechos y privilegios con el mismo acceso a los servicios y recursos existentes que los estudiantes del programa escolar regular.
***Methods of Study*:** Specific methods of study will be designated on the Assigned Work Record (AWR) and are incorporated herein. Examples of methods of study for the student will include, but are not limited to, Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Computerized Curriculum, Web/Internet Research, Library Research, Field Trips, and Learning Center Courses.	***Métodos de Estudio:*** Los métodos específicos de estudio se designarán en el Registro de Trabajo Asignado, "Assigned Work Record (AWR)," y se incorporan en este documento. Algunos ejemplos de métodos de estudio para el estudiante incluirán, pero no se limitan a, Lectura Independiente, Actividades de Libros de Texto, Resolución de Problemas, Proyectos de Estudio, Ejercicios y Prácticas, Currículo Computarizado, Investigación en la Web/Internet, Investigación en la Biblioteca, Excursiones y Cursos en Centros de Aprendizaje.

***Specific Resources*:** CICA will provide appropriate instructional materials and personnel necessary to enable the student to complete the assigned work. These resources include, but are not limited to, textbooks, school supplies, and support from the teacher(s) of record and other school staff, and shall also include confirming or providing access to the connectivity and devices adequate to participate in the educational program and complete assigned work. Specific resources for each course may also be further described in other subsidiary agreements and policies, which are incorporated herein.	***Recursos Específicos:*** CICA proporcionará los materiales de instrucción apropiados y el personal necesario para permitir que el estudiante complete el trabajo asignado. Estos recursos incluyen, pero no se limitan a, libros de texto, útiles escolares, apoyo del maestro (s) y otro personal de la escuela, y también incluyen confirmar o proporcionar acceso a la conectividad y los dispositivos adecuados para participar en el programa educativo y completar el trabajo asignado. Los recursos específicos para cada curso también pueden describirse con más detalle en otros acuerdos y políticas subsidiarias, que se incorporan al presente documento.
***Methods of Evaluation*:** Academic evaluations will be designated on the Learning Report and are incorporated herein. Examples of acceptable methods of evaluation include, but are not limited to, Teacher Made Tests, Student Conferences, Progress/Report Cards, Chapter/Unit Test, Work Samples, Observations, State Standards Testing, Quizzes, Labs, and Finals.	***Métodos de Evaluación:*** Las evaluaciones académicas se designarán en el Informe de Aprendizaje y se incorporan en este documento. Ejemplos de métodos aceptables de evaluación incluyen, pero no se limitan a, pruebas hechas por el maestro(a), conferencias con los estudiantes, boletas de progreso/calificación, prueba de capítulo/unidad, muestras de trabajo, observaciones, pruebas de estándares estatales, pruebas breves, laboratorios y pruebas finales.
Course Credits: Upon successful completion of this agreement,the student is eligible to earn up to full academic and attendance credits as confirmed by a certificated teacher of record for their enrolled subjects/courses, which are reflected in the student information system and incorporated herein.	***Créditos del Curso:*** Al completar con éxito este acuerdo, el estudiante es elegible para obtener créditos académicos y créditos de asistencia completos, según lo confirmado por un maestro(a) certificado(a) en los cursos matriculados, que se reflejan en el sistema de información del estudiante y se incorporan en este documento.
***Signatures and Dates*:** We have read and understand the terms of this agreement and agree to all the provisions.	***Firmas y Fechas:*** Hemos leído y entendido las condiciones de este acuerdo y estamos de acuerdo con todas las disposiciones.
Signature Field	Firma
Printed Name	**Nombre**
Student	Estudiante
Teacher	Maestro(a)
Date	Fecha
Certificated employee who has been designated as having responsibility for the general supervision of independent study.	Empleado certificado que ha sido designado como responsable de la supervisión general del estudio independiente.

	Russian Final Draft:
Master Agreement	**Основной договор**
California Innovative Career Academy	California Innovative Career Academy
Duration of Agreement: DATES	Срок действия договора: ДАТЫ
Student name:	Имя и фамилия студента
Student ID #:	Студенческий номер (ID):
Grade Level	Класс
Birth date:	Дата рождения:
Phone Number:	Номер телефона:
Address:	Адрес:
City:	Город:
Zip Code:	Почтовый индекс:
Objectives The student is to complete the subjects/courses listed in the California Innovative Career Academy ("CICA") student information system, which are incorporated herein. The subject/course objectives reflect the curriculum adopted by the charter school's governing board and are consistent with charter school standards, as outlined in the charter school's subject/course descriptions, which are incorporated herein. CICA shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. This includes access to all courses offered by CICA for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The objectives for each course may also be further described in other subsidiary agreements and policies, which are incorporated herein.	***Цели:*** Студент обязуется завершить курсы, указанные в системе данных студентов California Innovative Career Academy ("CICA"), являющиеся неотъемлемой частью настоящего договора. Цели этих курсов соответствуют учебной программе, утвержденной управляющим советом чартерной школы, и соответствуют стандартам чартерной школы, как изложено в описаниях курсов чартерной школы, которые также являются частью данного договора. CICA предоставит учебный материал, который соответствует стандартам уровня обучения и является эквивалентом очного образования. Это также включает доступ ко всем курсам, предлагаемым CICA для получения диплома, которые были одобрены Университетом Калифорнии или Государственным университетом Калифорнии как соответствующие критериям A-G для поступления. Цели каждого курса могут быть конкретизированы в других дополнительных соглашениях и правилах, являющихся частью данного договора.

Courses Enrolled	**Курсы, на которые зачислен (-а)**
Credit Types	Типы кредитов
Credit Amounts	**Количество кредитов**
Additional Classes: If the student satisfactorily completes all of the above subjects/courses before the ending date of the agreement, one or more courses/subjects may be added to the agreement if the agreement is re-signed and re-dated by the teacher and the student.	***Дополнительные занятия****:* Если студент успешно завершит все вышеперечисленные курсы до даты окончания договора, один или несколько курсов могут быть добавлены в договор, если он будет переподписан и повторно датирован учителем и студентом.
Reporting: Students are required to report to their teacher(s) as scheduled to submit assignments and for reporting his or her progress as follows: **Manner**: through online messages, email, phone or in-person; **Frequency**: at least once per learning period, Monday-Friday; **Time**: 8:30 a.m.-9:00 p.m.; **Place**: virtually or in-person. Exact time, manner, frequency, and place are determined by the teacher(s) in consultation with the student.	***Отчетность:*** Студенты обязаны являться к своему преподавателю (-ям) в соответствии с расписанием для сдачи заданий и предоставления отчетности о своем прогрессе следующим образом: **Способ:** через онлайн-сообщения, электронную почту, телефон или лично. **Частота:** не реже одного раза в учебный период, с понедельника по пятницу; **Время:** с 8:30 до 21:00; **Место:** виртуально или лично. Точное время, способ, частота и место определяются преподавателем (-ями) по согласованию со студентом.
Board Policies: For students in all grade levels and programs, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be 20 school days. When a student fails to complete 70% of assignments during any learning period or when a student's educational progress falls below satisfactory levels, an evaluation will be made, to determine whether it is in the best interests of the student to remain in independent study. Whether a student's progress falls below satisfactory levels will be determined by CICA's Tiered-re engagement procedures, which considers ALL of the following indicators:	***Положения Совета Директоров:*** Для всех студентов максимальный срок выполнения заданий составляет 20 учебных дней с момента их получения. Если студент не выполняет 70% заданий в течение учебного периода, или его образовательный прогресс ниже удовлетворительного уровня, будет проведена оценка целесообразности продолжения его учебы в формате онлайн обучения. Оценка прогресса осуществляется в соответствии с многоуровневой процедурой повторной мотивации студентов CICA, учитывающей ВСЕ следующие критерии:
The student's achievement and engagement in the independent study program, as indicated by the	Академическая успеваемость и мотивация студента программы онлайн обучения

student's performance on applicable student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).	оцениваются на основе его результатов по соответствующим индивидуальным показателям успеваемости и мотивации, установленным в разделе 52060 (d) параграфов (4) и (5) в Education Code.
The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.	Выполнение заданий, контрольных работ или других показателей, подтверждающих, что учащийся работает над заданиями.
Learning required concepts, as determined by the supervising teacher.	Освоение необходимых понятий, что определяется учителем.
Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.	Успеваемость в рамках освоения учебной программы или отдельного курса, определяемая учителем.
Duration of Agreement: The duration of this agreement is set forth above and shall not exceed one school year.	***Срок действия договора:*** Срок действия данного договора указан выше и не должен превышать одного учебного года.
Voluntary Statement: Independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class, or program pursuant to Education Code section 48915 or 48917, instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.	***Заявление о добровольном участии:*** Онлайн обучение представляет собой альтернативную форму образования, участие в которой осуществляется исключительно на добровольной основе. Студент не может быть принужден к выбору данного вида обучения. Если студент направлен или зачислен в образовательное учреждение, класс или программу согласно разделам 48915 или 48917 в Education Code, онлайн обучение может быть предложено только при наличии возможности очного обучения.
Statement of Academic and Other Supports for Special Populations: CICA shall utilize its Tiered Re-Engagement process to address the needs of students who are not performing at grade level, or who need support in other areas, such as English Learners, students in foster care or students who are experiencing homelessness, and/or students requiring mental health support. These supports may include, but are not limited to, access to counselors, intervention supports, appropriate language supports for English learners, etc. CICA complies with Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794) and is committed to providing equivalent access to and providing a free appropriate public education to all students with disabilities. CICA only serves students ages 22 and over and thus students in CICA are not	***Заявление о предоставлении академической и иной поддержки для особых групп студентов:*** CICA будет применять многоуровневый процесс повторной мотивации (Tiered Re-Engagement) для удовлетворения потребностей студентов, не соответствующих уровню успеваемости, а также студентов, которым необходима дополнительная поддержка в других сферах, например, изучающих английский язык, находящихся под опекой, испытывающих трудности с жильем и/или нуждающихся в поддержке психического здоровья. Эта поддержка может включать, но не ограничиваться следующим: помощь кураторов, меры по оказанию дополнительной помощи, необходимую языковую поддержку для студентов, изучающих английский язык и другие услуги.

eligible under the Individuals with Disabilities in Education Act ("IDEA"). Student support may also be further described in other subsidiary agreements, plans, and policies, which are incorporated herein.	CICA придерживается положений раздела 504 Rehabilitation Act 1973 года (29 U.S.C. разд. 794) и обязуется обеспечить равный доступ к образованию и предоставить бесплатное соответствующее государственное образование для всех студентов с ограниченными возможностями. CICA предоставляет услуги только студентам в возрасте 22 лет и старше, и поэтому студенты CICA не могут получать помощь в рамках Individuals with Disabilities in Education Act (IDEA). Поддержка студентов также может быть изложена в других дополнительных соглашениях, планах и нормативных актах, которые являются неотъемлемой частью настоящего договора.
Quality and Quantity; Rights and Privileges; Resources and Services: The independent study option is to be substantially equivalent in quality and quantity to classroom instruction. Students who choose to engage in independent study are to have equality of rights and privileges with the same access to existing services and resources as students in the regular school program.	***Качество и объем; права и привилегии; ресурсы и услуги:*** По качеству и объему онлайн обучение должно быть полностью эквивалентно очному обучению. Студенты, выбирающие онлайн обучение, должны обладать теми же правами и привилегиями, а также равный доступ к существующим услугам и ресурсам, как и студенты, обучающиеся по стандартной школьной программе.
***Methods of Study*:** Specific methods of study will be designated on the Assigned Work Record (AWR) and are incorporated herein. Examples of methods of study for the student will include, but are not limited to, Independent Reading, Textbook Activities, Problem Solving, Study Projects, Drill & Practice, Computerized Curriculum, Web/Internet Research, Library Research, Field Trips, and Learning Center Courses.	***Методы обучения:*** Конкретные методы обучения указаны в Assigned Work Record (AWR) и являются неотъемлемой частью настоящего договора. Примеры методов обучения для студента могут включать в себя, но не ограничиваться, самостоятельным чтением, заданиями из учебников, решением задач, учебными проектами, повторением и практикой, компьютерными курсами, интернет-исследованиями, библиотечными исследованиями, экскурсиями и курсами в учебных центрах
***Specific Resources*:** CICA will provide appropriate instructional materials and personnel necessary to enable the student to complete the assigned work. These resources include, but are not limited to, textbooks, school supplies, and support from the teacher(s) of record and other school staff, and shall also include confirming or providing access to the connectivity and devices adequate to participate in the educational program and complete assigned work. Specific resources for each course may also be further described in other subsidiary agreements and policies, which are incorporated herein.	***Конкретные ресурсы:*** CICA обеспечит необходимыми учебными материалами и поддержкой квалифицированного персонала, чтобы студент мог выполнить назначенные задания. Данные ресурсы могут включать в себя, но не ограничиваться, учебниками, школьными принадлежностями, а также поддержкой преподавателей и другого персонала школы. Также к этому относится предоставление доступа к необходимым средствам связи и устройствам, необходимым для участия в образовательной программе и выполнения назначенных заданий.

	Конкретные ресурсы для каждого курса могут быть изложены в других дополнительных соглашениях и нормативных актах, являющихся неотъемлемой частью настоящего договора.
***Methods of Evaluation*:** Academic evaluations will be designated on the Learning Report and are incorporated herein. Examples of acceptable methods of evaluation include, but are not limited to, Teacher Made Tests, Student Conferences, Progress/Report Cards, Chapter/Unit Test, Work Samples, Observations, State Standards Testing, Quizzes, Labs, and Finals.	***Методы оценки:*** Академические оценки будут указаны в Learning Report и включены в настоящий договор. Примеры допустимых методов оценки включают, но не ограничиваются следующим: тесты, разработанные учителем, конференции со студентом, отчеты о прогрессе/табели успеваемости, контрольные работы по главам/разделам, образцы работ, наблюдения, тестирование по государственным стандартам, лабораторные работы и итоговые экзамены.
Course Credits: Upon successful completion of this agreement,the student is eligible to earn up to full academic and attendance credits as confirmed by a certificated teacher of record for their enrolled subjects/courses, which are reflected in the student information system and incorporated herein.	***Кредиты за курс:*** После успешного выполнения условий настоящего договора студент имеет право получить полные академические и учебные кредиты, что подтверждается сертифицированным преподавателем по предметам, на которые студент был зачислен, и которые отображаются в системе учета студентов и включены в данный договор.
***Signatures and Dates*:** We have read and understand the terms of this agreement and agree to all the provisions.	***Подписи и Даты:*** Мы ознакомлены и согласны с условиями данного договора и его положениями.
Signature Field	Подпись
Printed Name	Имя и фамилия студента
Student	Студент
Teacher	Учитель
Date	Дата
Certificated employee who has been designated as having responsibility for the general supervision of independent study	Сертифицированный сотрудник, ответственный за общий контроль над независимым обучением.

SAVVAS LEARNING COMPANY

myPerspectives
ENGLISH LANGUAGE ARTS

Grade 12 Curriculum Map

GRADE-LEVEL UNIT & PERFORMANCE TASK OVERVIEW

	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5	Unit 6
Theme	Forging a Hero: Warriors and Leaders	Reflecting on Society: A Critical Lens	The Trap of Time: Facing the Future, Confronting the Past	Seeing Things New: Visionaries and Skeptics	Discovering the Self: Individual, Nature, and Society	Exile and Belonging: Finding Home
Essential Question	What makes a hero?	How valid are social roles?	How much does the past determine the future?	What do we gain when we change our perceptions?	How do we define ourselves?	What does it mean to call a place "home"?
Performance Task: Writing	Argument	Explanatory Essay	Write a Literary Analysis Essay	Short Story	Personal Essay	Research Report
Performance Task: Speaking & Listening	Deliver a Classical Speech	Give and Follow Instructions	Present an Argument	Present an Advertisement	Present a Panel Discussion	Deliver a Multimedia Presentation
Performance-Based Assessment	Argument	Explanatory Essay	Literary Analysis	Short Story	Personal Essay	Research Report

GRADE-LEVEL TABLE OF CONTENTS

UNIT 1	Selection Title	Author	Genre	Lexile
Unit Theme	Forging a Hero: Warriors and Leaders			
Essential Question	What makes a hero?			

Performance Task Mode	Argument			
Mentor Text	The Ultimate Hero		Argument Model	910
Whole-Class Learning	There's More Than One Kind of Journey: The Hero's Journey and the Heroine's Journey	The Heroine Journeys Project	Media Blog	1230
	Extended Study: from Beowulf	Burton Raffel (translator)	Epic Poetry	NP
	Extended Study: from Beowulf: A New Translation	Maria Dahvana Headley	Epic Poetry	
	Extended Study: from Beowulf	Gareth Hinds	Graphic Novel	NP
Peer-Group Learning	Accidental Hero	Zadie Smith	Personal Essay	830
	Poetry Collection: The Song of the Mud	Mary Borden	Poem	NP
	Poetry Collection: Dulce et Decorum Est	Wilfred Owen	Poem	NP
	Poetry Collection: Thanks	Yusef Komunyakaa	Poem	NP
	Poetry Collection: Thoughts of Hanoi	Nguyen Thi Vinh	Poem	NP
	How to Be a Hero from Radiolab	Jad Abumrad (presenter)	Media: Podcast	n/a
Independent Learning	from Sundiata: An Epic of Old Mali	D. T. Niane (reteller)	Legend	970
	Speech Before Her Troops	Queen Elizabeth I	Speech	1150
	from "We shall fight on the beaches" (audio)	Winston Churchill	Speech	1440
	Poetry Collection: A Call to Arms	Callinus	Poem	NP
	Poetry Collection: The Charge of the Light Brigade	Alfred, Lord Tennyson	Poem	NP
	The Women Soldiers of Dahomey	Pat Masioni and Sylvia Serbin	Media: Comic Strip	GN1270L
	Defending Nonviolent Resistance	Mohandas K. Gandhi	Speech	1390
UNIT 2	**Selection Title**	**Author**	**Genre**	**Lexile**

Unit Theme	Reflecting on Society: A Critical Lens			
Essential Question	How valid are social roles?			
Performance Task Mode	Explanatory Essay			
Mentor Text	To Be or Not to Be...a Monarchy		Explanatory Model	1140
Whole-Class Learning	Extended Study: The Prologue from The Canterbury Tales	Geoffrey Chaucer	Poem	NP
	Media Connection: Visiting the Steps of the Canterbury Cathedral		Media: Video	
	Extended Study: The Prologue From The Canterbury Tales: The Remix	Patience Agbabi	Media: Spoken Word Video	n/a
	Extended Study: The Wife of Bath's Tale from The Canterbury Tales	Geoffrey Chaucer	Poem	NP
Peer-Group Learning	Why Are They "Stars?"	Megan Garber	Magazine Article	1170
	The Cartographer Wasps and the Anarchist Bees	E. Lily Yu	Short Story	1130
	Shakespeare's Sister	Virginia Woolf	Argumentative Essay	1120
	Compare: On Seeing England for the First Time	Jamaica Kincaid	Personal Essay	1190
	Compare: XXIII from Midsummer	Derek Walcott	Poem	NP
Independent Learning	*from* An Interview With Benjamin Zephaniah	Eric Doumerc	Interview	990
	The British	Benjamin Zephaniah	Poem	NP
	from The Pillow Book	Sei Shōnagon, translated by Ivan Morris	Diary	1060
	Poetry Collection: The Widow at Windsor	Rudyard Kipling	Poem	NP
	Poetry Collection: From Lucy: Englan' Lady	James Berry	Poem	NP
	from Doubly Denied	Cristina Henríquez	Personal Essay	910

UNIT 3	Selection Title	Author	Genre	Lexile
Theme	The Trap of Time: Facing the Future, Confronting the Past			
Essential Question	How much does the past determine the future?			
Performance Task Mode	Write a Literary Analysis Essay			
Mentor Text	Better Never to Have Met at All		Argument Model	950
Whole-Class Learning	The Tragedy of Macbeth, Acts I–V	William Shakespeare	Drama	NP
	Media Connection: Macbeth's Early Motivation			
	Media Connection: The Darkness in Macbeth's Human Characters			
	The Tragedy of Macbeth, Act I, Scene i	L.A. Theatre Works	Media: Audio Performance	n/a
	The Tragedy of Macbeth, Act I, Scene i	LibriVox	Media: Audio Performance	n/a
Peer-Group Learning	from The Naked Babe and the Cloak of Manliness	Cleanth Brooks	Literary Criticism	1130
	from Macbeth from Shakespeare's Language	Frank Kermode	Literary Criticism	1090
	Poetry Collection: Sonnet 12	William Shakespeare	Poem	NP
	Poetry Collection: Sonnet 60	William Shakespeare	Poem	NP
	Poetry Collection: Sonnet 73	William Shakespeare	Poem	NP
	Poetry Collection: Sonnet II	Edna St. Vincent Millay	Poem	NP
	Poetry Collection: Sonnet 75	Edmund Spenser	Poem	NP
	Half a Day	Naguib Mahfouz	Short Story	810
Independent Learning	Poetry Collection: Ozymandias	Percy Bysshe Shelley	Poem	NP

	Poetry Collection: Faithful Forest	Alberto Ríos	Poem	NP
	Poetry Collection: Carving	Imtiaz Dharker	Poem	NP
	The Lagoon	Joseph Conrad	Short Story	1000
	Poetry Collection: Man's Short Life and Foolish Ambition	Margaret Cavendish	Poem	NP
	Poetry Collection: Burning the Old Year	Naomi Shihab Nye	Poem	NP
	Poetry Collection: Odes	Fernando Pessoa	Poem	NP
UNIT 4	**Selection Title**	**Author**	**Genre**	**Lexile**
Theme	Seeing Things New: Visionaries and Skeptics			
Essential Question	What do we gain when we change our perceptions?			
Performance Task Mode	Short Story			
Mentor Text	The Dinner Party	Mona Gardner	Short Story Model	870
Whole-Class Learning	Extended Study: Jonathan Swift A Modest Proposal	Jonathan Swift	Essay	1700
	Media Connection: Overcrowded Schools: Three Proposals	Roz Chast	Media: Cartoon	
	Extended Study: from Gulliver's Travels	Jonathan Swift	Novel Excerpt	1220
	Extended Study: from Gulliver’s Travels Among the Lilliputians and the Giants	Georges Méliès	Film	n/a
	Extended Study: Gulliver's Travels Cover Art	n/a	Cover Art	n/a
Peer-Group Learning	Poetry Collection: from the Divine Comedy: Inferno	Dante Alighieri	Poem	NP
	Poetry Collection: The Second Coming	W. B. Yeats	Poem	NP
	Araby	James Joyce	Short Story	940
	Poetry Collection: The Woman Who Turned Down a Date With a Cherry Farmer	Aimee Nezhukumatathil	Poem	NP

	Poetry Collection: Old Love	Francesca Beard	Poem	NP
Independent Learning	Sleep *from* NOVA scienceNow	Neil deGrasse Tyson	Transcript	940
	The New Poem-Making Machinery	Simon Rich	Newspaper Article	910
	Poetry Collection: Monna Innominata	Christina Rossetti	Poem	NP
	Poetry Collection: A Dream Within a Dream	Edgar Allan Poe	Poem	NP
	Poetry Collection: As the Lindens Shiver in Autumn Dreams	Sadakichi Hartmann	Poem	NP
	Axolotl	Julio Cortázar, translated by Paul Blackburn	Short Story	1110
UNIT 5	**Selection Title**	**Author**	**Genre**	**Lexile**
Theme	Discovering the Self: Individual, Nature, and Society			
Essential Question	How do we define ourselves?			
Performance Task Mode	Personal Essay			
Mentor Text	The Assignment of My Life	Ruth Gruber	Personal Essay	1070
Whole-Class Learning	Extended Study: Lines Composed a Few Miles Above Tintern Abbey	William Wordsworth	Poem	NP
	Extended Study: *from* The Prelude	William Wordsworth	Poem	NP
	Extended Study: Ode to a Nightingale	John Keats	Poem	NP
	Literature Connection: Selection of Japanese Poetry	Various	Poems	
	Extended Study: Ode to the West Wind	Percy Bysshe Shelley	Poem	NP
	Extended Study: Apostrophe to the Ocean	Lord Byron	Poem	NP
Peer-Group Learning	*from* Frankenstein	Mary Wollstonecraft Shelley	Novel Excerpt	1040
	from Writing as an Act of Hope	Isabel Allende	Reflective Essay	1040

	The Most Forgetful Man in the World from Moonwalking with Einstein	Joshua Foer	Science Journalism	1060
	When Memories Never Fade, the Past Can Poison the Present	Alix Spiegel, NPR	Media: Radio Broadcast	n/a
Independent Learning	You Can't See It, but You'll Be a Different Person in 10 Years	Nell Greenfield Boyce, NPR	Media: Radio Broadcast	n/a
	Poetry Collection: El Olvido	Judith Ortiz Cofer	Poem	NP
	Poetry Collection: Who Understands Me but Me	Jimmy Santiago Baca	Poem	NP
	Poetry Collection: I Woke Up—Smiling	Ha Jin	Poem	NP
	Mirrors Are the Single Biggest Invention Ever to Change Our Perception of Self	Sofia Quaglia	Informational Article	1240
	from The Once and Future King	T. H. White	Novel excerpt	920

UNIT 6	**Selection Title**	**Author**	**Genre**	**Lexile**
Theme	Exile and Belonging: Finding Home			
Essential Question	What does it mean to call a place "home"?			
Performance Task Mode	Informative Essay			
Mentor Text	Home Away From Home		Informative Text	1120
Whole-Class Learning	Back to My Own Country: An Essay	Andrea Levy	Personal Essay	900
	Media Connection: The Windrush Generation	On Demand News	Media: Video	
	Literature Connection: Windrush Sankey	Lorna Goodison	Poem	NP
	Shooting an Elephant	George Orwell	Personal Essay	1070
Peer-Group Learning	*from* A History of the English Church and People	Bede	History	1350
	Poetry Collection: The Seafarer	Burton Raffel (translator)	Poem	NP
	Media Connection: The Seafarer		Media: Video	

	Poetry Collection: The End of Exile	Solmaz Sharif	Poem	NP
	Poetry Collection: Escape From the Old Country	Adrienne Su	Poem	NP
	Somewhere, It's About to Be Spring	Samantha Murray	Short Story	940
Independent Learning	Poetry Collection: St. Crispin's Day Speech from Henry V, Act IV, Scene iii	William Shakespeare	Poem	NP
	Poetry Collection: Dover Beach	Matthew Arnold	Poem	NP
	Poetry Collection: Home Thoughts, From Abroad	Robert Browning	Poem	NP
	All the Colors of Goodbye	Nafiza Azad	Autobiographical Fiction	850
	My Old Home	Lu Hsun	Short Story	1010

UNIT 1 OVERVIEW

THEME Forging a Hero: Warriors and Leaders	**ESSENTIAL QUESTION** *What makes a hero?*
RELEVANCE AND AGENCY In this unit, students learn that many ancient heroes were warriors, overcoming brutal monsters and disastrous obstacles. Yet heroes can also have heart and wisdom, overcoming fear and anxiety. Students discuss how sometimes, it is the unlikely person who ends up becoming the hero. While reading texts throughout the unit, students consider the qualities that make someone a hero - with a close-up on the role of empathy, and they discuss how circumstances often turn ordinary people into heroes. Throughout the unit, students bring to their reading the experiences they have with heroes in their own lives. Student voices are centered in the various performance tasks as students communicate their perspective on heroism by developing and supporting claims, composing and delivering a speech, and inventing their own heroic character.	
UNIT GOALS ● Read texts that explore the idea of heroism in literature and in life, and develop my own perspective. ● Understand and use academic vocabulary related to argumentative texts. ● Recognize and analyze elements of different genres, including epic poetry, lyric poetry, and essays. ● Read a selection of my choice independently and make meaningful connections to other texts and ideas. ● Write a well-structured and well- reasoned argumentative essay.	**PERFORMANCE TASKS** **Mid-Unit Performance Tasks** ● Write a focused, well-structured, and cohesive **argumentative essay** in which you state and defend a position on the following question: *Is heroism a component of human nature that we all share?* ● Write and deliver a **classical speech** on one of the following topics: Are leaders born or made? What is the difference between a leader and a hero?

• Collaborate, build on others' ideas, and respond thoughtfully to diverse perspectives. • Prepare and deliver an effective, well-argued speech.	**End-of-Unit Performance-Based Assessments** • Write an **argumentative essay** in which you synthesize information you have learned in this unit with your own ideas to respond to the Essential Question: *What makes a hero?* **Develop Your Perspective: Unit Projects** Students choose how to demonstrate their learning through: • Invent a heroic character that you think would be a compelling protagonist in a novel, a comic book, a movie, a show, or a video game. Write a character sketch, in which you describe your character's traits, depict a scenario in which your character acts heroically, and explain what motivates your character to act. • Create a boardgame inspired by the unit texts and the topic of heroism. • With a partner or in a small group, hold a discussion about the following quotation: "You can't be a hero without being a coward." —George Bernard Shaw

UNIT STANDARDS

READING LITERATURE RL.1; RL.2; RL.3; RL.4; RL.5; RL.7; RL.10
READING INFORMATIONAL TEXT RI.1; RI.2; RI.3; RI.4; RI.5; RI.6; RI.7; RI.10
WRITING W.1; W.1.a; W.1.b; W.1.c; W.1.d; W.1.e; W.2; W.2.a; W.2.c; W.4; W.5; W.6; W.7; W.9; W.9.a; W.10
SPEAKING & LISTENING SL.1; SL.1.b; SL.1.c; SL.1.d; SL.2; SL.3; SL.4; SL.5; SL.6
LANGUAGE L.1; L.1.a; L.1.b; L.2; L.2.b; L.3; L.3.a; L.4; L.4.a; L.4.b; L.4.c; L.5; L.5.a; L.6

UNIT 2 OVERVIEW

THEME Reflecting on Society: A Critical Lens	**ESSENTIAL QUESTION** *How valid are social roles?*

RELEVANCE AND AGENCY
Students begin this unit with a class discussion about three aspects of society today that they would like to improve, which they then connect to the idea that literature about society and its roles often focuses on inequalities or issues that need improvement. Throughout the unit, students read about people who lead vastly different lives within the same society and hold disparate views on that same society. They learn how many different factors—class, gender, ethnicity, age, talent, personality, and social structures themselves—determine the role an individual occupies in society and the options they have to change it. Students center their own experiences alongside the characters and individuals they read about, discussing how everyone has a different history, and how our experiences can shape both our perception of society and the ways we contribute to and affect society.

UNIT GOALS	**PERFORMANCE TASKS**
• Read texts that explore the idea of social roles in art and in life, and develop my own perspective. • Understand and use academic vocabulary related to explanatory texts. • Recognize and analyze elements of different genres, including poetry, essays, and short stories. • Read a selection of my choice independently and make meaningful connections to other texts and ideas. • Write a well-structured and cohesive explanatory essay. • Collaborate, build on others' ideas, and respond thoughtfully to diverse perspectives. • Give and follow instructions about how to complete a task.	**Mid-Unit Performance Tasks** • Write a focused, well-structured, and cohesive **explanatory essay** in which you respond to this question: *If you had the power to redesign society, what changes would you make?* • Working with your group, research how to perform a specific task. Then, teach the rest of your class that task, providing detailed, **oral instructions** to guide them step by step. Choose one to research and present as instructions. You may also come up with a different task of your own choosing. Task: Create a map of your city, town, or neighborhood. Task: Create a floor plan of a place that is important to you. **End-of-Unit Performance-Based Assessments** • Write an **explanatory essay** in which you synthesize information you learned in this unit with your own ideas to respond to the Essential Question: *How valid are social roles?* **Develop Your Perspective: Unit Projects** Students choose how to demonstrate their learning through: • Write a friendly letter to an author, a speaker, or a character in this unit • Create a one-pager in response to the Essential Question, How valid are social roles? • With a partner or in a small group, hold a discussion about the following quotation: "How much of us is what we do?" —from Waiting in Vain: A Novel, Colin Channer

UNIT STANDARDS

READING LITERATURE RL.1; RL.2; RL.3; RL.4; RL.5; RL.6; RL.7; RL.10
READING INFORMATIONAL TEXT RI.1; RI.2; RI.3; RI.4; RI.5; RI.6; RI.10
WRITING W.1; W.1.a; W.1.b; W.2; W.2.a; W.2.b; W.2.c; W.2.d; W.2.e; W.2.f; W.3; W.3.a; W.3.d; W.4; W.5; W.6; W.7; W.8; W.9; W.10
SPEAKING & LISTENING SL.1; SL.1.a; SL.1.b; SL.1.c; SL.1.d; SL.2; SL.3; SL.4; SL.5; SL.6
LANGUAGE L.1; L.1.a; L.1.b; L.2; L.2.b; L.3; L.3.a; L.4; L.4.a; L.4.b; L.4.c; L.4.d; L.5; L.5.a; L.5.b; L.6

UNIT 3 OVERVIEW

THEME The Trap of Time: Facing the Future, Confronting the Past	**ESSENTIAL QUESTION** *How much does the past determine the future?*
RELEVANCE AND AGENCY Students begin this unit by discussing which stage in life is most critical in shaping a person's character: childhood, adolescence, or adulthood. Throughout the unit, students encounter individuals who navigate events that make them and others question how actions in the past affect the future. Students discuss whether they would want to know either everything about the past or everything about the future and why. While reading literary and informational texts, students explore the concept of attempting to control the future, and they discuss why that might happen and how that may contribute to events in a character's or individual's journey.	
UNIT GOALS ● Read texts that explore the influence of the past on the present and develop my own perspective. ● Understand and use academic vocabulary related to arguments. ● recognize and analyze elements of different genres, including drama, poetry, literary criticism, and short stories. ● Read a selection of my choice independently and make meaningful connections to other texts and ideas. ● Write a focused and well-structured argumentative essay in response to a question. ● Collaborate, build on others' ideas, develop consensus, and communicate effectively. ● Prepare and deliver a formal presentation.	**PERFORMANCE TASKS** **Mid-Unit Performance Tasks** ● Write a **literary analysis essay** about a text you recently read. Choose a work that made an impression on you—you may have loved it, been disturbed by it, or been moved by it in some way. ● Prepare and deliver a clear and coherent **argumentative speech** that addresses this question: *If you could know everything about the past or everything about the future, which would you choose, and why?* **End-of-Unit Performance-Based Assessments** ● Write an **argumentative essay** in which you synthesize information you have learned in this unit with your own ideas to respond to the Essential Question: *How much does the past determine the future?* **Develop Your Perspective: Unit Projects** Students choose how to demonstrate their learning through: ● Write a dramaticule—an extremely short one-act play that might consist of only a single scene. ● Imagine the texts in this unit were to be organized into a separate anthology. Design a book cover that features an engaging design and captures the ideas and moods expressed by the various authors or speakers. ● With a partner or in a small group, hold a discussion about the following quotation: "The past is never dead. It's not even past." —William Faulkner
UNIT STANDARDS **READING LITERATURE** RL.1; RL.2; RL.3; RL.4; RL.5; RL.7; RL.9; RL.10	

READING INFORMATIONAL TEXT RI.1; RI.2; RI.10
WRITING W.1; W.1.a; W.1.b; W.1.c; W.1.d; W.1.e; W.2; W.4; W.5; W.8; W.9; W.9.a; W.10
SPEAKING & LISTENING SL.1; SL.1.a; SL.1.b; SL.1.c; SL.1.d; SL.3; SL.4; SL.5; SL.6
LANGUAGE L.1; L.1.a; L.2; L.2.a; L.2.b; L.3; L.3.a; L.4; L.4.a; L.4.b; L.4.c; L.4.d; L.5; L.5.a; L.5.b; L.6

UNIT 4 OVERVIEW

THEME Seeing Things New: Visionaries and Skeptics	**ESSENTIAL QUESTION** *What do we gain when we change our perceptions?*
RELEVANCE AND AGENCY To begin this unit, students engage in a talk circle, discussing what they know about ways in which young people, both past and present, have helped to change people's perceptions about issues in the world. Students also discuss the skill sets teens have today that they might use to pursue positive change. Among other texts in this unit, students read works of satire, exploring how this genre is used to raise awareness of inequities in society. They develop action plans for the texts they read in small groups and independently, sewing those texts together with the unit's Essential Question and using them to explore insights about "thinking outside the box" and looking at things from a new perspective.	
UNIT GOALS ● Read texts that explore the idea of changing one's perceptions, and develop my own perspective. ● Understand and use academic vocabulary related to narrative texts. ● Recognize and analyze elements of different genres, including satire, poetry, and short stories. ● Read a selection of my choice independently and make meaningful connections to other texts and ideas. ● Write a focused and well- structured short story in response to a thematic prompt. ● Collaborate, build on others' ideas, develop consensus, and communicate effectively. ● Prepare and present a persuasive advertisement.	**PERFORMANCE TASKS** **Mid-Unit Performance Tasks** ● Use the **short story** form to explore new or different ways of perceiving. Choose one of these options, or come up with an idea you prefer: Science Fiction: A character's memory has been stolen. In what ways do the character's perceptions change as a result? Realistic Fiction: A character is forced to move after the sale of a beloved family home. How does this shift change the character's view of the world? ● With your group, develop a **digital advertisement** that is inspired by one of the texts you've read in this unit. Choose one of the following to advertise, or come up with another idea based on your readings: Virgil's Guide Service: Use details from the Inferno. Crafts Bazaar: Use details from "Araby." **End-of-Unit Performance-Based Assessments** ● Write a **short story** in which you synthesize information you learned in this unit with your own ideas to respond to the Essential Question: *What do we gain when we change our perceptions?* **Develop Your Perspective: Unit Projects**

	Students choose how to demonstrate their learning through: ● Using one or more texts from the unit, create either an erasure poem or a found poem. ● Create a satirical video in which you gently lampoon, or make fun of, an aspect of public or social life. ● With a partner or in a small group, hold a discussion about the following quotation: "The universe is change; our life is what our thoughts make it." — Marcus Aurelius
UNIT STANDARDS **READING LITERATURE** RL.1; RL.2; RL.3; RL.4; RL.5; RL.6; RL.7; RL.9; RL.10 **READING INFORMATIONAL TEXT** RI.1; RI.2; RI.3; RI.5; RI.6; RI.10 **WRITING** W.1; W.1.d; W.2; W.2.e; SL.1; SL.1.a; SL.1.b; SL.1.c; SL.4; SL.5; SL.6 **LANGUAGE** L.1; L.2; L.2.b; L.3.a; L.4; L.4.a; L.4.b; L.4.c; L.4.d; L.5; L.5.a; L.5.b; L.6	

UNIT 5 OVERVIEW

THEME Discovering the Self: Individual, Nature, and Society	**ESSENTIAL QUESTION** *How do we define ourselves?*
RELEVANCE AND AGENCY Students begin this unit by sharing fun facts and strengths about themselves and their peers. They draw on this experience while composing a Quick Write in response to the Essential Question: How do we define ourselves? Throughout the unit, students work with text and multimedia selections that help them consider the ways in which we understand and define ourselves throughout our lives.	
UNIT GOALS ● Read texts that explore the idea of self-discovery, and develop my own perspective. ● Understand and use academic vocabulary related to nonfiction narratives. ● Recognize and analyze elements of different genres, including poetry, fiction, and nonfiction. ● Read a selection of my choice independently and make meaningful connections to other texts and ideas ● Write a well-structured and cohesive personal essay. ● Collaborate, build on others' ideas, develop consensus, and communicate effectively. ● Participate effectively in a panel discussion.	**PERFORMANCE TASKS** **Mid-Unit Performance Tasks** ● Write a focused, well-structured, and cohesive **personal essay** about a time when you witnessed a change in yourself or saw a situation in a new light. Narrate the events that led to this moment, the nature of the change or epiphany, and whether it was ultimately positive. ● You have read a variety of literary works that explore the concept of self-discovery. Work with your group to develop and present a **panel discussion** that addresses this question: *How do interactions and relationships shape our understanding of ourselves?*

	End-of-Unit Performance-Based Assessments ● Write a **personal essay i**n which you synthesize information you learned in this unit with your own ideas to respond to the Essential Question: *How do we define ourselves?* **Develop Your Perspective: Unit Projects** Students choose how to demonstrate their learning through: ● Write the lyrics to a song expressing ideas about self- perception and self-discovery. ● Create a collage that expresses your ideas about this unit's Essential Question: How do we define ourselves? Weave together quotations from this unit's selections with images to create a pleasing design that conveys a distinct mood and captures your perspective. ● With a partner or in a small group, hold a discussion about the following quotation: "Do you want to know who you are? Don't ask. Act! Action will delineate and define you." —Thomas Jefferson

UNIT STANDARDS

READING LITERATURE RL.1; RL.2; RL.3; RL.4; RL.5; RL.10
READING INFORMATIONAL TEXT RI.1; RI.2; RI.3; RI.5; RI.6; RI.7; RI.8; RI.9; RI.10
WRITING W.1; W.2; W.2.a; W.2.b; W.2.c; W.2.d; W.2.f; W.3; W.3.c; W.4; W.5; W.6; W.7; W.8; W.9; W.9.a; W.9.b; W.10
SPEAKING & LISTENING SL.1; SL.1.a; SL.1.b; SL.1.c; SL.1.d; SL.4; SL.6
LANGUAGE L.1; L.2; L.2.b; L.3; L.3.a; L.4; L.4.a; L.4.b; L.4.c; L.4.c; L.4.d; L.5; L.5.a; L.5.b; L.6

UNIT 6 OVERVIEW

THEME	**ESSENTIAL QUESTION**
Exile and Belonging: Finding Home	*What does it mean to call a place a "home"?*

RELEVANCE AND AGENCY
Students begin this unit by using their valued experience and knowledge to describe the concept of "home." They share this with small group members and co-construct a statement that articulates the feeling that home inspires. Throughout the unit, students read text selections that help them consider the qualities that either make a place a home or keep it from being one. They also question whether people can feel at home in a country where we are seen as different or as not belonging. In addition to many agency-driven tasks students experience in this unit, they create a video montage about what it means to call a place "home" and deliver a multimedia presentation about ways a virtual space might provide the qualities of home.

UNIT GOALS	**PERFORMANCE TASKS**
• Read texts that explore the idea of what it means to call a place "home," and develop my own perspective. • Understand and use academic vocabulary related to informative texts. • Recognize and analyze elements of different genres, including essays, histories, articles, poetry, and fiction. • Read a selection of my choice independently and make meaningful connections to other texts and ideas. • Write a focused and well-structured informative essay • in response to a thematic question. • Collaborate, build on others' ideas, develop consensus, and communicate effectively. • Prepare and deliver an effective multimedia presentation.	**Mid-Unit Performance Tasks** • Write a focused, well-structured, and cohesive **research report** in which you explore a research question related to the concept of finding home, as expressed in literature of the 20th and 21st centuries. • You have read a variety of literary works that explore different ideas about what constitutes home. Work with your group to plan and deliver a **multimedia presentation** in response to this question: *How might a virtual space provide the qualities of home?* **End-of-Unit Performance-Based Assessments** • Write an **informative essay** in which you synthesize information you learned in this unit with your own ideas to respond to the Essential Question: *What does it mean to call a place "home"?* **Develop Your Perspective: Unit Projects** Students choose how to demonstrate their learning through: • Write a short story in which you convey themes related to the idea of what it means to call a place "home." • Create a video montage in which you express a response to the Essential Question: What does it mean to call a place "home"? • With a partner or in a small group, hold a discussion about the following quotation: "Every day is a journey, and the journey itself is home." —Matsuo Bashō

UNIT STANDARDS

READING LITERATURE RL.1; RL.2; RL.3; RL.5; RL.10
READING INFORMATIONAL TEXT RI.1; RI.2; RI.3; RI.4; RI.5; RI.6; RI.10
WRITING W.2; W.2.a; W.2.b; W.2.c; W.2.d; W.2.e; W.2.f; W.3; W.3.b; W.4; W.5; W.6; W.7; W.8; W.9; W.9.b; W.10
SPEAKING & LISTENING SL.1]; SL.1.b; SL.1.c; SL.1.d; SL.2; SL.4 SL.5
LANGUAGE L.1; L.1.a; L.1.b; L.2; L.2.a; L.2.b; L.3; L.4; L.4.a; L.4.b; L.4.c; L.5; L.5.b; L.6

UNIT-BY-UNIT LESSON DETAIL

Grade 12, Unit 1: Forging a Hero ESSENTIAL QUESTION: What makes a hero?					
	UNIT INTRODUCTION MENTOR TEXT: The Ultimate Hero Argument 910L	There's More Than One Type of Journey: The Hero's Journey and the Heroine's Journey The Heroine Journeys Project Media: Blog 1230L	COMPARE from Beowulf translated by Burton Raffel Epic Poetry NP	COMARE from Beowulf by Gareth Hinds Graphic Novel Media	PERFORMANCE TASK: Writing
Recommended Pacing	2 days	3 days	7 days	3 days	2 days
Lesson Objectives	-Summary -IceBreaker -QuickWrite	PREPARE TO READ/READ • Read and comprehend literary nonfiction. BUILD INSIGHT • Support analysis of a text. SHARE IDEAS • Participate in discussions. • Use domain-specific words and phrases.	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Support analysis of a text with evidence. • Provide an objective summary. • Analyze and evaluate multiple interpretations of a text. ANALYZE AND INTERPRET • Analyze author's choices in developing story elements. • Analyze author's choices about structure. • Conduct research. STUDY LANGUAGE AND CRAFT • Apply knowledge of how language functions. • Apply an understanding of syntax when reading. • Identify and correctly use patterns of word changes. SHARE IDEAS • Integrate and evaluate multiple sources of information.	PREPARE TO READ/READ • Acquire and use domain-specific words. • Analyze multiple interpretations of a story, drama, or poem. BUILD INSIGHT • Analyze an author's choices. • Evaluate how multiple versions of a text interpret the source text. • Use domain-specific words. SHARE IDEAS • Express ideas clearly in discussions. SL.1 EXTENDED STUDY: PROJECT • Evaluate how multiple versions of a text interpret the source text. • Write arguments. • Introduce precise, knowledgeable claim(s). • Develop claim(s) and counterclaims fairly and thoroughly. • Apply reading standards to literature.	-Write an Argumentative Essay

			• Organize complex ideas, concepts, and information to create a unified whole. • Use transitions and syntax to create cohesion. • Use technology to produce and publish writing. • Integrate multiple sources. • Strategically use digital media. • Vary syntax for effect.		
Skills and Standards	RI.2 W.10; SL.1; L.6	PREPARE TO READ/READ -Reading Strategy: Take Screenshots -Student Edition: There's More Than One Journey: Heroine Journeys, Hero Journeys RL.10 BUILD INSIGHT -Media Vocabulary L.6 -First Thoughts -Analysis; RI.1; L.6 -Explore the Essential Question SHARE IDEAS -Writing: Framework SL.1; L.6	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Paraphrase -Student Edition: from Beowulf RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1; RL.7 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Develop Research Questions W.7 -Epic Poetry: RL.3; RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Anglo-Saxon Suffix: -some L.4.b -Syntax: Apposition and Diazeugma L.3; L.3.a SHARE IDEAS Writing: Comparison and -Contrast Essay W.2.a; W.2.c; L.3.a -Research Presentation RI.7; SL.2; SL.5	PREPARE TO READ/READ -Media Vocabulary L.6 -Reading Strategy: Make Connections -Student Edition: from Beowulf (graphic novel) RL.7 BUILD INSIGHT -First Thoughts -Media Vocabulary L.6 -Comprehension -Analysis RL.3; RL.7 -Explore the Essential Question SHARE IDEAS -Speaking and Listening: Illustrations SL.1 EXTENDED STUDY: PROJECT -Writing to Synthesize: Critical Evaluation RL.7; W.1; W.1.a; W.1.b; W.9.a	W.1; W.1.b; W.4; W.5; W.10
Assessments	n/a	n/a	SELECTION TEST	n/a	n/a

			-Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Epic Poetry RL.3; RL.5 -Exit Ticket: Anglo-Saxon Suffix: -some L.4.b -Exit Ticket: Syntax: Apposition and Diazeugma L.3; L.3.a		
Unit 1 Continued	WRITER'S HANDBOOK: Argumentative Essay	Accidental Hero by Zadie Smith Personal Essay 830L	POETRY COLLECTION 1 Dulce et Decorum Est by Wilfred Owen The Song of the Mud by Mary Borden Thanks by Yusef Komunyakaa Thoughts of Hanoi by Nguyen Thi Vinh Poetry NP	How to Be a Hero from Radiolab by Jad Abumrad Podcast Episode Media	PERFORMANCE TASK: Speaking and Listening
Recommended Pacing	2 days	4 days	5 days	2 days	2 days
Lesson Objectives	-Planning and Prewriting -Drafting -Revising -Editing -Publishing and Presenting	PREPARE TO READ/READ • Make and support inferences. • Read and comprehend literary nonfiction. • Consult reference materials to clarify word meanings. BUILD INSIGHT • Support analysis of a text with evidence. • Provide an objective summary. • Promote divergent perspectives. ANALYZE AND INTERPRET	PREPARE TO READ/READ • Read and comprehend poetry. • Use context to determine the meaning of words. BUILD INSIGHT • Support analysis of poetry with text evidence. • Participate in discussions. ANALYZE AND INTERPRET • Analyze author's choices in structuring a text and using sound elements to create meaning.	PREPARE TO LISTEN / LISTEN • Analyze a complex set of ideas. BUILD INSIGHT • Summarize a text. • Explain how specific individuals, ideas, or events interact. • Use domain-specific words.	-Deliver a Classical Speech

		• Determine two or more central ideas and analyze their development. • Explain how specific individuals, ideas, or events interact and develop over the course of a text. • Analyze how an author uses and refines key terms over the course of a text. • Evaluate effectiveness of the structure of a text. • Determine an author's point of view or purpose in a rhetorical text. • Identify and correctly use patterns of word changes that indicate different parts of speech. STUDY LANGUAGE AND CRAFT • Determine the figurative meaning of words and phrases. • Interpret figures of speech in context and analyze their role. SHARE IDEAS • Present information and evidence.	• Determine or clarify the meaning of multiple meaning words and phrases. • Use reference materials to clarify word meaning. STUDY LANGUAGE AND CRAFT •Analyze the effect of word choice on meaning and tone. SHARE IDEAS • Conduct research to answer a question; synthesize multiple sources.		
Skills and Standards	W.1.a; W.1.b; W.1.c; W.1.d; W.5; W.6; L.1; L.1.b; L.2; L.2.b; L.3.a	PREPARE TO READ/READ -Concept Vocabulary L.4.c; L.6 -Reading Strategy: Make Inferences RI.1; RI.10 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis and Discussion RI.1; SL.1.c -Explore the Essential Question ANALYZE AND INTERPRET -Close Read	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Create Mental Images RL.10 BUILD INSIGHT -First Thoughts -Comprehension -Analysis and Discussion RL.1; SL.1.c -Synthesis -Explore the Essential Question ANALYZE AND INTERPRET	PREPARE TO READ/LISTEN -Listening Strategy: Take Notes RI.3 -Student Edition: How to Be a Hero BUILD INSIGHT -First Thoughts -Analysis and Discussion RI.2; RI.3; L.6 -Media Vocabulary L.6 -Explore the Essential Question	W.1.e; SL.3; WL.4; SL.6; L.1

		-Text Structure and Central Ideas RI.2; RI.3; RI.4; RI.5; RI.6 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Greek and Latin suffix -ic L.4.b -Standard and Implied Metaphors RI.4; l.5; L.5.a SHARE IDEAS -Speaking and Listening: Informal Presentation SL.4	-Close Read -Poetic Form and Sound Elements RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Multiple-Meaning Words L.4; L.4.c -Word Choice: Style and Tone RL.4 SHARE IDEAS -Research: Research Report W.7		
Assessments	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Purpose, Structure, and Central Ideas RI.2; RI.6 -Exit Ticket: Greek and Latin Suffix: -ic L.4.b -Exit Ticket: Standard and Implied Metaphors RI.4; L.5.a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Poetic Form and Sound Elements RL.5 -Exit Ticket: Multiple-Meaning Words L.4; L.4.c -Exit Ticket: Word Choice: Style and Tone RL.4	n/a	n/a
Unit 1 Independent Learning Texts					
Unit 1 Continued	from Sundiata: An Epic of Old Mali by D. T. Niane Epic 970L	Speech Before Her Troops by Queen Elizabeth I from "We shall fight on the beaches" by Winston Churchill Speeches 1150L, 1440L	POETRY COLLECTION 2 A Call to Arms by Callinus The Charge of the Light Brigade by Alfred, Lord Tennyson Poetry NP	The Women Soldiers of Dahomey by Sylvia Servin and Pat Masioni Media: Comic Strip GN1270L	Defending Nonviolent Resistance by Mohandas K. Gandhi Speech 1390L
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	
Unit 1 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		
Recommended Pacing	2 days	2 days	1 day		

Lesson Objectives	In this unit, students encountered many different perspectives on the concept and nature of heroism. Now, they will take some time to reflect on the texts they explored. -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	In this unit, students read about the different perspectives on the concept and nature of heroism. They also practiced writing an argumentative essay. Now, they will write an argumentative essay that reflects their new understanding of the Essential Question.			
Skills and Standards	W.9; L.6	W.1; W.10; L.1; L.6			
Grade 12, Unit 2: Reflecting on Society: A Critical Lens ESSENTIAL QUESTION: How valid are social roles?					
	UNIT INTRODUCTION MENTOR TEXT: To Be or Not to Be . . . a Monarchy Explanatory 1140L	EXTENDED STUDY The Prologue from The Canterbury Tales by Geoffrey Chaucer, translated by Nevill Coghill Poetry NP	EXTENDED STUDY The Prologue from The Canterbury Tales: The Remix by Patience Agbabi Spoken Word Media	EXTENDED STUDY The Wife of Bath's Tale by Geoffrey Chaucer, translated by Nevill Coghill Poetry NP	PERFORMANCE TASK: Writing
Recommended Pacing	2 days	7 days	2 days	7 days	2 days
Lesson Objectives	-Summary -Icebreaker -QuickWrite	PREPARE TO READ/READ • Cite textual evidence to support inference. • Read and comprehend poetry. BUILD INSIGHT • Cite textual evidence to support analysis. • Provide an objective summary of the text. ANALYZE AND INTERPRET • Analyze the impact of author choices on a text.	PREPARE TO VIEW/VIEW • Acquire and use academic and domain-specific words and phrases. BUILD INSIGHT • Analyze multiple interpretations of a story or poem. • Acquire and use academic and domain-specific words and phrases. SHARE IDEAS	PREPARE TO READ/READ • Read and comprehend poetry. BUILD INSIGHT • Cite evidence to support inferences. • Provide an objective summary of a text. • Analyze point of view by distinguishing what is stated from what is meant. ANALYZE AND INTERPRET • Determine the themes of a text.	-Planning and Prewriting -Drafting -Revising -Editing

		• Analyze point of view by distinguishing what is stated from what is meant. • Gather information from multiple sources. STUDY LANGUAGE AND CRAFT • Analyze how an author's structure choices contribute to a text. • Vary syntax for effect. • Identify and correctly use patterns of word changes. • Consult reference materials to clarify word meaning. SHARE IDEAS • Write narratives to develop experiences. • Engage and orient the reader. • Evaluate a speaker's point of view, reasoning, and use of evidence. • Present information, findings, and supporting evidence appropriately to purpose.	• Write for a range of purposes and audiences.	• Analyze author choices in story development. • Conduct short research projects to answer a question. STUDY LANGUAGE AND CRAFT • Analyze author choices in story development. • Analyze how an author's structure choices contribute to a text. • Identify and use patterns of word changes. SHARE IDEAS • Write arguments to support claims. • Conduct short research projects. • Draw evidence from texts. • Acquire and use domain-specific vocabulary. EXTENDED STUDY: PROJECT • Write arguments to support claims. • Introduce and support claims. • Draw evidence to support analysis.	
Skills and Standards	RI.2; W.10; SL.1; L.6	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Make Inferences RL.1; RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read	PREPARE TO VIEW/VIEW -Media Vocabulary L.6 -Viewing Strategy: Make Connections BUILD INSIGHT -First Thoughts -Comprehension -Analysis RL.7; L.6 -Explore the Essential Question SHARE IDEAS -Writing: Poem W.10	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Reread RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1; RL.6 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read	W.2; W.4; W.5; W.10

		-Inquiry and Research: Locate Relevant Information W.8 -Character Development RL.3; RL.6 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Suffix: -able L.4.b; L.4.c -Poetic Structure: Heroic Couplets RL.5; L.3.a SHARE IDEAS -Writing: Character Sketch W.3; W.3.a; W.3.d -Speaking and Listening: Lecture SL.3; SL.4		-Inquiry and Research: Develop Research Questions W.7 -Thematic Development RL.2; RL.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Prefixes That Negate L.4.b -Plot Structure: Archetypes RL.3; RL.5 SHARE IDEAS -Writing: Literary Analysis W.1; L.6 -Research: Research Plan W.2; W.7; W.8 EXTENDED STUDY: PROJECT -Writing to Synthesize W.1; W.1.a; W.1.b; W.9	
Assessments	Language Checkpoint	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Character Development RL.3; RL.6 -Exit Ticket: Latin Suffix: -able L.4.b; L.4.c -Exit Ticket: Poetic Structure: Heroic Couplets	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Thematic Development RL.2; RL.3 -Exit Ticket: Prefixes That Negate L.4.b -Exit Ticket: Plot Structure: Archetypes RL.3; RL.5	n/a
Unit 2 continued	WRITER'S HANDBOOK: Explanatory Essay	Why Are They "Stars"? by Megan Garber Magazine Article 1170L	The Cartographer Wasps and the Anarchist Bees by E. Lily Yu Short Story 1130L	Shakespeare's Sister by Virginia Woolf Argumentative Essay 1120L	COMPARE On Seeing England for the First Time by Jamaica Kincaid Personal Essay 1190L XXIII from Midsummer by Derek Walcott Poetry NP

Recommended Pacing	2 days	4 days	5 days	4 days	5 days
Lesson Objectives	-Drafting -Revising -Editing -Publishing and Presenting	PREPARE TO READ/READ • Consult reference materials. • Read and comprehend literary nonfiction. BUILD INSIGHT • Cite textual evidence to support analysis. • Provide an objective summary of a text. • Come to discussions prepared. ANALYZE AND INTERPRET • Analyze how specific ideas develop in a text. • Analyze uses key terms in a text. • Analyze the effectiveness of a text's structure. • Determine the author's purpose. • Understand that language usage can change over time. STUDY LANGUAGE AND CRAFT • Determine the meaning of words in context. • Determine an author's purpose. • Resolve issues of complex or contested usage. • Demonstrate understanding of nuances in word meaning. • Analyze nuances in meaning of words with similar denotations. SHARE IDEAS • Conduct research projects. • Draw evidence from texts. • Prepare for discussions.	PREPARE TO READ/READ • Read and comprehend literature. • Use context clues to determine word meaning. BUILD INSIGHT • Cite textual evidence to support analysis. • Provide an objective summary of a text. • Respond thoughtfully to diverse perspectives. ANALYZE AND INTERPRET • Analyze the impact of author choices on a text. • Analyze point of view by distinguishing what is stated from what is meant. STUDY LANGUAGE AND CRAFT • Analyze the impact of word choice on tone. • Apply understanding of syntax. • Verify preliminary determination of word meaning. SHARE IDEAS • Integrate multiple sources of information from diverse media or formats. • Make strategic use of digital media.	PREPARE TO READ/READ • Read and comprehend literary nonfiction. • Use context clues to determine word meaning. • Verify the preliminary determination of word meaning. BUILD INSIGHT • Cite textual evidence to support analysis. • Provide an objective summary of the text. ANALYZE AND INTERPRET • Cite textual evidence to support inferences. • Analyze how specific ideas develop in a text. • Analyze the effectiveness of a text's structure. STUDY LANGUAGE AND CRAFT • Demonstrate command of English conventions. • Understand that language usage can change and be contested. • Resolve issues of complex or contested usage. • Consult reference materials to clarify word meaning. SHARE IDEAS • Write arguments to support claims. • Draw evidence from texts.	PREPARE TO READ/READ • Read and comprehend poetry. • Read and comprehend literary nonfiction. • Define unknown words. BUILD INSIGHT • Cite textual evidence to support analysis. • Provide an objective summary of the text. • Analyze how an author refines the meaning of a key term. • Identify patterns of word changes. ANALYZE AND INTERPRET • Cite textual evidence to support analysis. • Determine an author's purpose. • Identify patterns of word changes. STUDY LANGUAGE AND CRAFT • Determine figurative meaning of words. • Distinguish what is stated from what is meant. • Determine figurative meaning of words. • Identify patterns of word changes. • Understand figurative language. • Interpret figures of speech.

				• Write routinely for a range of purposes.	TEST PRACTICE • Cite textual evidence to support analysis. • Write informative / explanatory texts. • Write routinely for a range of purposes.
Skills and Standards	W.2.a; W.2.b; W.2.c; W.2.d; W.2.e; W.2.f; W.5; W.6; L.1.b; L.2; L.2.b; L.3.a	PREPARE TO READ/READ -Concept Vocabulary L.4.c -Reading Strategy: Consult References L.4.c; RI.10 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis and Discussion RI.1; SL.1.c -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Author's Purpose and Text Structure RI.3; RI.4; RI.5; RI.6; L.1.a STUDY LANGUAGE AND CRAFT -Close Read -Concept Vocabulary -Word Study: Denotation, Connotation, and Nuance L.1.b; L.5; L.5.b -Author's Style RI.4; RI.6 SHARE IDEAS -Speaking and Listening: Research-Based Discussion W.7; W.9; SL.1.a	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Create Mental Images RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis and Discussion RL.1; SL.1.d -Explore the Essential Question ANALYZE AND INTERPRET -Close Read Contemporary Magical Realism RL.2; RL.3; RL.6 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Word Part -ultima- L.4.d -Tone, Imagery, and Meaning RL.4; L.3.a SHARE IDEAS -Research: Multimedia Presentation W.6; SL.2; SL.5	PREPARE TO READ/READ -Concept Vocabulary L.4.a; L.4.d -Reading Strategy: Set a Purpose RI.10 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis and Discussion RI.1; SL.1.c -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Development of Ideas RI.1; RI.3; RI.5; L.6 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Multiple-Meaning Words L.4; L.4.c -Changing Usage L.1; L.1.a; L.1.b; L.4.c SHARE IDEAS -Writing: Argument W.1; W.9; W.10	PREPARE TO READ/READ -Concept Vocabulary L.4 -Reading Strategy: Make Inferences RL.10; RI.10 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis and Discussion RL.1; RI.1; RI.4; L.4.b -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Author's Purpose and Message RL.1; RI.1; RI.6 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Prefix: sub- L.4.b -Stylistic Devices RL.4; RL.6; RI.4; L.5; L.5.a TEST PRACTICE -Comparing Nonfiction and Poetry RL.1; RI.1; W.2; W.10
Assessments	n/a	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary

		EXIT TICKETS -Exit Ticket: Author's Purpose and Text Structure RI.3; RI.6 -Exit Ticket: Denotation, Connotation, and Nuance L.1.b; L.5; L.5.b -Exit Ticket: Author's Purpose and Style RI.4; RI.6	EXIT TICKETS -Exit Ticket: Contemporary Magical Realism RL.3; RL.6 -Exit Ticket: Latin Word Part -ultima- L.4.d -Exit Ticket: Development of Tone RL.4; L.3.a	EXIT TICKETS -Exit Ticket: Development of Ideas RI.3; RI.5 -Exit Ticket: Multiple-Meaning Words L.4; L.4.c -Exit Ticket: Changing Usage L.1.a; L.1.b	EXIT TICKETS -Exit Ticket: Author's Purpose and Message RI.1; RL.1; RI.6 -Exit Ticket: Latin Prefix: sub- L.4.b -Exit Ticket: Stylistic Devices RL.4; RL.6; RI.4; L.5; L.5.a
Unit 2 continued	PERFORMANCE TASK: Speaking and Listening				
Recommended Pacing	2 days				
Lesson Objectives	-Give and Follow Instructions				
Skills and Standards	W.2; W.2.a; W.2.c; W.7; SL.1; SL.1.a; SL. 1.c; SL.6				
Unit 2 Independent Learning Texts					
Unit 2 continued	from An Interview With Benjamin Zephaniah by Eric Doumerc Interview 990L The British by Benjamin Zephaniah Poetry NP	from The Pillow Book by Sei Shōnagon, translated by Ivan Morris Diary 1060L	The Widow at Windsor by Rudyard Kipling From Lucy: Englan' by Lady James Berry Poetry Collection NP	from Doubly Denied by Cristina Henríquez Personal Essay 910L	
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	
Unit 2 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		
Recommended Pacing	2 days	2 days	1 day		
Lesson Objectives	Throughout this unit, students have read multiple texts from	In this unit, students encountered many different perspectives on			

	different perspectives about social roles. Now, they will take some time to reflect on their own perspectives related to the Essential Question. -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	social roles. They also practiced writing an explanatory essay. Now, they will write an explanatory essay that reflects their new understanding of the Essential Question.			
Skills and Standards	W.9; L6	W.2; W.10; L.1; L.6			
Grade 12, Unit 3: The Trap of Time: Facing the Future, Confronting the Past ESSENTIAL QUESTION: How much does the past determine the future?					
	UNIT INTRODUCTION MENTOR TEXT: Better Never to Have Met at All Argument 950L	EXTENDED STUDY The Tragedy of Macbeth, Act I by William Shakespeare Drama NP	EXTENDED STUDY The Tragedy of Macbeth, Act II by William Shakespeare Drama NP	EXTENDED STUDY The Tragedy of Macbeth, Act III by William Shakespeare Drama NP	EXTENDED STUDY The Tragedy of Macbeth, Act IV by William Shakespeare Drama NP
Recommended Pacing	2 days	6 days	4 days	4 days	4 days
Lesson Objectives	-Summary -Icebreaker -QuickWrite	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Cite evidence to support inferences. • Provide an objective summary of a text. ANALYZE AND INTERPRET • Cite textual evidence to support analysis. • Analyze the impact of an author's choices	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Cite textual evidence to support inferences. • Provide an objective summary of a text. ANALYZE AND INTERPRET • Provide an objective summary of a text. • Analyze how an author's structure choices impact a text.	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Cite evidence to support analysis. • Provide an objective summary of a text. ANALYZE AND INTERPRET • Analyze the impact of an author's choices on a text.	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Provide an objective summary of a text. • Cite textual evidence to support inferences. ANALYZE AND INTERPRET • Determine the themes of a text and analyze their development.

		on a text. STUDY LANGUAGE AND CRAFT • Use reference materials to determine word meaning. SHARE IDEAS • Adapt speech to a variety of contexts and tasks.	STUDY LANGUAGE AND CRAFT • Spell correctly. • Identify patterns of word changes. SHARE IDEAS • Write arguments to support claims. • Draw evidence from texts.	• Analyze how an author's structure choices impact a text. STUDY LANGUAGE AND CRAFT • Identify patterns of word changes. • Acquire and use academic and domain- specific vocabulary. SHARE IDEAS • Adapt speech to a variety of contexts and tasks.	STUDY LANGUAGE AND CRAFT • Analyze the impact of an author's choices on a text. • Understand how language functions in different contexts. • Identify patterns in word changes.
Skills and Standards	RI.2; W.10; SL.1; L.6	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Use Resources RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Character and Conflict RL.1; RL.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary L.4.c -Word Study: Latin Root: -bell- L.4.c SHARE IDEAS -Speaking and Listening: Soliloquy SL.6	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Paraphrase RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1 ANALYZE AND INTERPRET -Close Read -Poetic Structure: Blank Verse RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Patterns of Word Changes L.2.b; L.4.b SHARE IDEAS -Writing: Psychological Report RL.2; W.1; W.9; W.9.a	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Ask Questions RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1 ANALYZE AND INTERPRET -Close Read -Plot Development RL.3; RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Word Part: -mal- L.4.b; L.6 SHARE IDEAS -Speaking and Listening: Oral Interpretation SL.3; SL.6	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Create Mental Images RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1 ANALYZE AND INTERPRET -Close Read -Imagery and Thematic Development RL.2; RL.3; RL.4 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Patterns of Word Changes L.4.b -Author's Style: Effective Dialogue L.3
Assessments	Language Checkpoint	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS

		-Exit Ticket: Character and Conflict RL.1; RL.3 -Exit Ticket: Latin Root: -bell- L.4.c	-Exit Ticket: Poetic Structure: Blank Verse RL.2; RL.5 -Exit Ticket: Patterns of Word Changes L.2.b; L.4.b	-Exit Ticket: Plot Development RL.3; RL.5 -Exit Ticket: Latin Word Part: -mal- L.4.b; L.6	-Ticket: Imagery and Thematic Development RL.2 -Exit Ticket: Patterns of Word Changes L.3; L.4.b -Exit Ticket: Author's Style: Effective Dialogue RL.3
Unit 3 continued	EXTENDED STUDY The Tragedy of Macbeth, Act V by William Shakespeare Drama NP	EXTENDED STUDY The Tragedy of Macbeth, Act V, Scene i by L.A. Theatre Works/LibriVox Audio Performances Media	PERFORMANCE TASK: Writing	WRITER'S HANDBOOK: Literary Analysis Essay	COMPARE from The Naked Babe and the Cloak of Manliness, from The Well Wrought Urn by Cleanth Brooks Literary Criticism 1130L from Macbeth, from Shakespeare's Language by Frank Kermode Literary Criticism 1090L
Recommended Pacing	5 days	3 days	2 days	2 days	4 days
Lesson Objectives	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Cite textual evidence to support analysis. • Provide an objective summary of a text. ANALYZE AND INTERPRET • Analyze the impact of an author's choices on a text. • Analyze how an author's structure choices impact a text. • Gather information from multiple sources. STUDY LANGUAGE AND CRAFT	PREPARE TO LISTEN/LISTEN • Analyze multiple interpretations of a drama. • Acquire and use academic and domain-specific vocabulary. BUILD INSIGHT • Analyze multiple interpretations of a drama. • Acquire and use academic and domain-specific vocabulary. SHARE IDEAS • Analyze multiple representations of a drama. • Prepare for discussions. EXTENDED STUDY: PROJECT • Write arguments.	-Write a Literary Analysis Essay	-Drafting -Revising -Editing -Publishing and Presenting	PREPARE TO READ/READ • Read and comprehend literary nonfiction. • Use context to determine word meaning. • Verify the preliminary determination of word meaning. BUILD INSIGHT • Cite textual evidence to support inference. ANALYZE AND INTERPRET • Cite textual evidence to support analysis. • Determine how central ideas of a text develop.

	• Determine themes of a text and analyze their development. • Analyze the impact of an author's choices on a text. • Verify the preliminary definition of word meaning. SHARE IDEAS • Write arguments to support claims. • Develop claims and counterclaims. • Provide a concluding statement. • Produce coherent writing appropriate to the task. • Present information with a style appropriate to the task. • Make strategic use of digital media.	• Introduce precise claims. • Develop claims and counterclaims. • Draw evidence from literary and informational texts to support analysis.			STUDY LANGUAGE AND CRAFT • Identify patterns of word changes. TEST PRACTICE • Cite textual evidence to support analysis. • Write informative/ explanatory texts. • Provide coherent writing appropriate to the task. • Write routinely for a range of purposes.
Skills and Standards	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Make Predictions RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Cite Sources W.8 -Shakespearean Tragedy RL.3; RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Root -turb- L.4.d	PREPARE TO LISTEN/LISTEN -Media Vocabulary L.6 -Listening Strategy: Make Connections RL.7 BUILD INSIGHT -First Thoughts -Comprehension RL.1 -Analysis RL.7; L.6 -Explore the Essential Question SHARE IDEAS -Speaking and Listening: Analytical Discussion RL.7; SL.1.a EXTENDED STUDY: PROJECT -Writing to Synthesize W.1; W.1.a; W.1.b; W.9	W.1; W.4; W.5; W.9; W.10	W.1.a; W.1.b; W.1.e; W.1.c; L.3.a; W.1.d; W.4; W.5; W.6; L.1; L.2; L.2.a; L.3.a	PREPARE TO READ/READ -Concept Vocabulary L.4.a; L.4.d -Reading Strategy: Set a Purpose RI.10 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis and Discussion RI.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Development of Central Ideas RI.1; RI.2 STUDY LANGUAGE AND CRAFT -Concept Vocabulary

	-Thematic Development RL.2; RL.3 SHARE IDEAS -Writing: Argumentative Essay W.1; W.1.b; W.1.e -Speaking and Listening: News Report W.4; SL.4; SL.5				-Word Study: Patterns of Word Changes L.4.b TEST PRACTICE -Writing: Comparison-and-Contrast Essay RI.1; W.2; W.4; W.10
Assessments	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Dramatic Elements RL.3; RL.5 -Exit Ticket: Latin Root -turb- L.4.d -Exit Ticket: Thematic Development RL.2; RL.3	n/a	n/a	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Development of Central Ideas RI.1; RI.2 -Exit Ticket: Patterns of Word Changes L.4.b
Unit 3 continued	POETRY COLLECTION 1 Sonnets 12, 60, 73 by William Shakespeare Sonnet II by Edna St. Vincent Millay Sonnet 75 by Edmund Spenser Poetry NP	Half a Day by Naguib Mahfouz Short Story 810L	PERFORMANCE TASK: Speaking and Listening		
Recommended Pacing	5 days	4 days	2 days		
Lesson Objectives	PREPARE TO READ/READ • Read and comprehend poetry. • Determine the meaning of unknown words.	PREPARE TO READ/READ • Read and comprehend literature. • Use context clues to determine word meaning.	-Present an Argument		

	• Use context clues to determine word meaning. BUILD INSIGHT • Cite textual evidence to support inferences. ANALYZE AND INTERPRET • Analyze how an author's structure choices impact a text. STUDY LANGUAGE AND CRAFT • Determine the figurative meaning of words. • Understand that usage can change and be contested. • Demonstrate understanding of figurative language. • Interpret figures of speech. SHARE IDEAS • Write informative/explanatory texts.	• Verify the preliminary determination of word meaning. BUILD INSIGHT • Cite textual evidence to support analysis. • Provide an objective summary of a text. • Promote divergent perspectives. ANALYZE AND INTERPRET • Determine themes in a text and analyze their development. • Analyze the impact of author's choices. STUDY LANGUAGE AND CRAFT • Determine connotative meanings. • Analyze an author's structure choices. • Understand how language functions. • Apply understanding of syntax. • Understand nuances in word meaning. • Analyze nuances in word meaning. SHARE IDEAS • Compare foundational American literature texts. • Participate in collaborative discussions. • Prepare for discussions.			
Skills and Standards	PREPARE TO READ/READ -Concept Vocabulary L.4; L.4.a -Reading Strategy: Create Mental Images RL.10	PREPARE TO READ/READ -Concept Vocabulary L.4.a; L.4.d -Reading Strategy: Read On RL.10 BUILD INSIGHT	W.1; SL.3; SL.4		

	BUILD INSIGHT -First Thoughts -Comprehension -Analysis and Discussion RL. 1 -Synthesis -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Poetic Form: Sonnet RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Changing Usage L.1.a -Word Choice: Figurative Language RL.4; L.5; L.5.a SHARE IDEAS -Writing: Response to Literature W.2; W.9.a	-First Thoughts -Summary RL.2 -Analysis and Discussion RL.1; SL.1.c -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Symbolism and Thematic Development RL.2; RL.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary L.5.b -Word Study: Denotation, Connotation, and Nuance RL.4; L.5; L.5.b -Author's Style: Syntax RL.5; L.3; L.3.a SHARE IDEAS -Speaking and Listening: Group Discussion RL.9; SL.1; SL.1.a			
Assessments	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Poetic Form: Sonnet RL.5 -Exit Ticket: Changing Usage L.1.a -Exit Ticket: Word Choice: Figurative Language RL.4; L.5; L.5.a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Symbolism and Thematic Development RL.2; RL.3 -Exit Ticket: Denotation, Connotation, and Nuance RL.4; L.5; L.5.b -Exit Ticket: Author's Style: Syntax RL.5; L.3; L.3.a	n/a		
Unit 3 Independent Learning Texts					
Unit 3 continued	POETRY COLLECTION 2 Ozymandias by Percy Bysshe Shelley Faithful Forest by Alberto Ríos	The Lagoon by Joseph Conrad Short Story 1000L	POETRY COLLECTION 3 Man's Short Life and Foolish Ambition by Margaret Cavendish, Duchess of Newcastle		

	Carving by Imtiaz Dharker Poetry NP		Burning the Old Year by Naomi Shihab Nye Odes by Fernando Pessoa Poetry NP		
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary		
Unit 3 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		
Recommended Pacing	2 days	2 days	1 day		
Lesson Objectives	Throughout this unit, students have read multiple texts about time and its passage. Now, they will take some time to reflect on their own perspectives related to the Essential Question. -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	In this unit, students read about time and its passage. They also practiced writing an argumentative essay. Now, they will write an argument that reflects their new understanding of the Essential Question.			
Skills and Standards	W.9; L.6	W.1; W.10; L.1; L.6			
Grade 12, Unit 4: Seeing Things New: Visionaries and Skeptics ESSENTIAL QUESTION: What do we gain when we change our perceptions?					
	UNIT INTRODUCTION MENTOR TEXT: The Dinner Party by Mona Gardner Short Story 870L	EXTENDED STUDY A Modest Proposal by Jonathan Swift Essay 1700L	EXTENDED STUDY from Gulliver's Travels by Jonathan Swift Novel Excerpt 1220L	EXTENDED STUDY from Gulliver's Travels Among the Lilliputians and the Giants by Georges Méliès Film	PERFORMANCE TASK: Writing

				Gulliver's Travels Cover Art Media	
Recommended Pacing	2 days	4 days	4 days	3 days	2 days
Lesson Objectives	-Summary -Icebreaker -QuickWrite	PREPARE TO READ/READ • Read and comprehend literary nonfiction. BUILD INSIGHT • Cite textual evidence to support analysis. • Provide a summary of the text. • Determine author's purpose in a rhetorical text. ANALYZE AND INTERPRET • Determine central ideas of a text. • Determine an author's purpose in a rhetorical text. • Conduct short research projects. STUDY LANGUAGE AND CRAFT • Analyze how ideas develop in a text. • Analyze the structure of an argument. • Consult reference materials to clarify word meaning. SHARE IDEAS • Analyze the structure of an argument. • Write arguments to support claims. • Apply reading standards to literary nonfiction. • Adapt speech to a variety of contexts and tasks.	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Support inferences with evidence. • Summarize a text objectively. • Distinguish what is directly stated from what is really meant. ANALYZE AND INTERPRET • Distinguish what is directly stated from what is really meant. • Conduct research to answer a question or solve a problem. STUDY LANGUAGE AND CRAFT • Analyze the development of the theme. • Analyze the impact of an author's choices on story elements. • Verify the preliminary determination of the meaning of a word or phrase. SHARE IDEAS • Write arguments to support claims. • Write narratives that develop events. • Adapt speech to a variety of contexts and tasks.	PREPARE TO VIEW/VIEW • Analyze multiple interpretations of a story, drama, or poem. • Acquire and use general academic and domain-specific words and phrases. BUILD INSIGHT • Analyze multiple interpretations of a story, drama, or poem. SHARE IDEAS • Analyze multiple interpretations of a story, drama, or poem. • Write arguments to support claims. • Acquire and use general academic and domain-specific words and phrases. EXTENDED STUDY: PROJECT • Write arguments to support claims. • Establish and maintain a formal style.	-Write a Short Story

Skills and Standards	RI2; W10; SL.1; L.6	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Set a Purpose RI.10 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis RI.1; RI.6 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Answer a Research Question W.7 -Purpose, Audience, and Central Ideas RI.2; RI.6 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Phrases in English L.4; L.4.c -Elements of Argument RI.3; RI.5 SHARE IDEAS -Writing: Rhetorical Analysis RI.5; W.1; W.9.b -Speaking and Listening: Speech SL.6	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Create Mental Images RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1; RL.6 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Research and Extend W.7 -Author's Point of View: Satire RL.6; L.5.a STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Root -dict- L.4.d -Context, Plot, and Themes RL.2; RL.3 SHARE IDEAS -Writing: Satiric Narrative W.3 -Speaking and Listening: Persuasive Speech W.1; SL.4; SL. 6 ADDITIONAL CITATION: PAGE 502 **SPEAKING AND LISTENING** Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and	PREPARE TO READ/READ -Media Vocabulary L.6 Viewing Strategy: Make Connections BUILD INSIGHT -First Thoughts -Comprehension Analysis RL.7 SHARE IDEAS -Writing to Compare: Evaluative Response RL.7; W.1; W.9.a EXTENDED STUDY: PROJECT -Writing to Synthesize: Explanatory Essay W.2; W.2.e	W.3; W.3.a; W.4; W.10

			the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.		
Assessments	Language Checkpoint	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Purpose, Audience, and Central Ideas RI.2; RI.6 -Exit Ticket: Foreign Phrases in English L.4.c -Exit Ticket: Elements of Argument RI.3; RI.5	SELECTION TESTS - Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Author's Point of View: Satire RL.6 -Exit Ticket: Latin Root -dict- L.4.d -Exit Ticket: Context, Plot, and Themes RL.2; RL.3	n/a	n/a
Unit 4 continued	WRITER'S HANDBOOK: Short Story	POETRY COLLECTION 1 from the Divine Comedy: Inferno by Dante Alighieri The Second Coming by W. B. Yeats Poetry NP	Araby by James Joyce Short Story 940L	Poetry Collection 2: The Woman Who Turned Down a Date With a Cherry Farmer by Aimee Nezhukumatathil Old Love by Francesca Beard Poetry NP	PERFORMANCE TASK: Speaking and Listening
Recommended Pacing	2 days	4 days	4 days	3 days	2 days
Lesson Objectives	-Drafting -Revising -Editing -Publishing and Presenting	PREPARE TO READ/READ • Summarize a text objectively. • Read and comprehend poetry. • Demonstrate understanding of nuances in word meanings. • Analyze nuances in word meanings with similar denotations. BUILD INSIGHT • Cite textual evidence to support inferences. • Summarize a text objectively. ANALYZE AND INTERPRET	PREPARE TO READ/READ • Read and comprehend literature. • Use context to determine the meaning of a word or phrase. BUILD INSIGHT • Support analysis with evidence. • Summarize a text objectively. ANALYZE AND INTERPRET • Determine a text's themes. • Analyze the impact of author's choices on	PREPARE TO READ/READ • Read and comprehend poetry. • Determine or clarify meaning of unknown words and phrases. BUILD INSIGHT • Support inferences with evidence. ANALYZE AND INTERPRET • Analyze the effect of word choice on meaning and tone. STUDY LANGUAGE AND CRAFT	-Present an Advertisement

		• Determine the meaning of words and phrases as used in a text. STUDY LANGUAGE AND CRAFT • Identify patterns of word changes. • Cite textual evidence to support analysis. • Determine the meaning of words and phrases as used in a text. SHARE IDEAS • Adapt speech to a variety of contexts and tasks.	story development. STUDY LANGUAGE AND CRAFT • Identify patterns of word changes. • Demonstrate understanding of word relationships. • Apply understanding of syntax. SHARE IDEAS • Analyze the impact of author's choices. • Demonstrate knowledge of foundational works of American literature. • Write informative/explanatory texts. • Apply reading standards to literature.	• Determine or clarify the meaning of multiple meaning words and phrases. • Analyze how an author's choices contribute to structure. SHARE IDEAS • Write narratives to develop events.	
Skills and Standards	W.3.a; W.3.b; W.3.c; W.3.d; W.3.e; W.5; W.6; L.2; L.2.b; L.3.a	PREPARE TO READ/READ -Concept Vocabulary L.5; L.5.b -Reading Strategy: Paraphrase and Summarize RL.2; RL.10 BUILD INSIGHT -First Thoughts -Comprehension RL.2 -Analysis and Discussion RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Word Choice: Symbolism RL.4 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Prefix: con- L.4.b -Word Study: Rhetorical Devices RL.4	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Make Connections RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis and Discussion RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Epiphany and Theme RL2; RL.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Word Families L.4.b; L.5 -Word Study: Syntax: Loose Sentences RL.5; L.3.a	PREPARE TO READ/READ -Concept Vocabulary L.4 -Reading Strategy: Create Mental Images RL.10 BUILD INSIGHT -First Thoughts -Analysis and Discussion RL.1 Explore the Essential Question ANALYZE AND INTERPRET -Close Read RL.1; RL.4 -Imagery and Sound Devices RL.4 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Multiple-Meaning Words L.4 -Word Study: Poetic Structure and Meaning RL.5	SL.1.b; SL.3; SL.4; SL.5; SL.6 ADDITIONAL CITATION PAGE 563 **SPEAKING AND LISTENING** Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.

		SHARE IDEAS -Speaking and Listening: Visual Presentation RL.1; SL.5; SL.6	SHARE IDEAS -Speaking and Listening: Group Discussion RL.9; SL.1.a -Writing: Literary Analysis Essay RL.9; W.9.a	SHARE IDEAS -Writing: Fictional Narrative W.3	
Assessments	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Word Choice: Symbolism RL.4 -Exit Ticket: Latin Prefix: con- L.4.b -Exit Ticket: Rhetorical Devices RL.1; RL.4	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Setting and Thematic Development RL2; RL.3 -Exit Ticket: Word Families L.4.b ; L.5 -Exit Ticket: Syntax: Loose Sentences L.3.a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Imagery and Sound Devices RL.4 -Exit Ticket: Multiple-Meaning Words L.4 -Exit Ticket: Poetic Structure and Meaning RL.5	n/a
Unit 4 Independent Learning Texts					
Unit 4 continued	Sleep from NOVA scienceNow hosted by Neil deGrasse Tyson Transcript 940L	The New Poem-Making Machinery by Simon Rich Newspaper Article 910L	POETRY COLLECTION 3 Monna Innominata by Christina Rossetti A Dream Within a Dream by Edgar Allan Poe As the Lindens Shiver in Autumn Dreams by Sadakichi Hartmann Poetry NP	Axolotl by Julio Cortázar, translated by Paul Blackburn Short Story 1110L	
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	
Unit 4 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		
Recommended Pacing	2 days	2 days	1 day		

Lesson Objectives	Throughout this unit, students have read multiple texts about different examples of the value of challenging one's perceptions. Now, they will take some time to reflect on their own perspectives related to the Essential Question. -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	In this unit, students read about the value of challenging one's perceptions. They also practiced writing a short story. Now, they will write a short story that reflects their new understanding of the Essential Question.			
Skills and Standards	W.9; L.6	W.3; W.10; L.1; L.6			
Grade 12, Unit 5: Discovering the Self: Individual, Nature, and Society ESSENTIAL QUESTION: How do we define ourselves?					
	UNIT INTRODUCTION MENTOR TEXT: The Assignment of My Life by Ruth Gruber Personal Essay 1070L	EXTENDED STUDY POETRY COLLECTION 1 Lines Composed a Few Miles Above Tintern Abbey by William Wordsworth from The Prelude by William Wordsworth Poetry NP	EXTENDED STUDY POETRY COLLECTION 2 Ode to a Nightingale by John Keats Ode to the West Wind by Percy Bysshe Shelley Apostrophe to the Ocean by George Gordon, Lord Byron Poetry NP	PERFORMANCE TASK: Writing	WRITER'S HANDBOOK: Personal Essay
Recommended Pacing	2 days	4 days	5 days	2 days	2 days
Lesson Objectives	-Summary -Icebreaker -QuickWrite	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Analyze the effect of word choice on meaning and tone.	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Support inference with evidence.	-Write a Personal Essay	-Planning and Prewriting -Drafting -Revising -Editing -Publishing and Presenting

		• Make inferences, and support with text evidence. ANALYZE AND INTERPRET • Synthesize multiple sources on a subject. • Analyze the development of two or more themes or central ideas over the course of a text. STUDY LANGUAGE AND CRAFT • Determine or clarify meaning of unknown words and phrases. • Demonstrate understanding of nuances in word meanings. • Analyze author's choices in structuring a text to contribute to its overall structure, meaning, and aesthetic impact. SHARE IDEAS • Integrate and evaluate information in different media or formats to address a question. • Produce writing appropriate to task, purpose, and audience. • Conduct research to answer a question or solve a problem.	ANALYZE AND INTERPRET • Analyze author's choices in structuring a text to contribute to its overall structure, meaning, and aesthetic impact. • Conduct research to answer a question or solve a problem. • Synthesize multiple sources on a subject. STUDY LANGUAGE AND CRAFT • Determine or clarify the meaning of unknown words and phrases. • Demonstrate understanding of figurative language; demonstrate understanding of nuances in word meanings. • Determine figurative and connotative meanings. SHARE IDEAS • Write informative/explanatory texts. • Apply reading standards to literature. • Analyze author's choices in structuring a text to contribute to its overall structure, meaning, and aesthetic impact. • Adapt speech to a variety of contexts and tasks.		
Skills and Standards	RI.2; W.10; SL.1; L.6	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Reread RL.10 BUILD INSIGHT -First Thoughts -Comprehension -Analysis RL.1; RL.4 -Explore the Essential Question	PREPARE TO READ/READ -Concept Vocabulary Reading Strategy: Make Connections RL.10 BUILD INSIGHT -First Thoughts -Comprehension -Analysis RL.1	W.2; W.3; W.4; W.10	W.2.b; W.2.c; W.2.d; W.2.f; W.5; W.6; W.3.c; W.5; W.6; L.2; L.2.B; L.3.a

		ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Synthesize Information W.7 -Literary Movement: Romanticism RL.2; RL.4 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Denotation and Nuance L.4.c; L.5; L.5.b - Poetic Structure: Lyric Poetry RL.5 SHARE IDEAS -Writing: Friendly Letter W.4 -Research: Website Layout RI.7; W.7; SL.4; SL.5 ADDITIONAL CITATION: PAGE 604 **SPEAKING AND LISTENING** Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.	-Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Research and Extend W.7; W.8 -Poetic Form: Ode RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Root: -corp- L.4; L.4.d -Word Choice: Figurative Language RL.4; L.5; L.5.a SHARE IDEAS -Writing: Analytical Essay RL.5; W.2; W.9.a -Speaking and Listening: Oral Interpretation SL.6		
Assessments	Language Checkpoint	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS	n/a	n/a

		-Exit Ticket: Literary Movement: Romanticism RL.2 -Exit Ticket: Denotation and Nuance L.4.c; L.5; L.5.b -Exit Ticket: Author's Purpose and Poetic Structure RL.5	-Exit Ticket: Poetic Form: Ode RL.5 -Exit Ticket: Latin Root: -corp- L.4 -Ticket: Word Choice: Figurative Language RL.4; L.5; L.5.a		
Unit 5 continued	from Frankenstein by Mary Wollstonecraft Shelley Novel Excerpt 1040L	from Writing as an Act of Hope by Isabel Allende Reflective Essay 1040L	COMPARE The Most Forgetful Man in the World by Joshua Foer Science Journalism 1060L	COMPARE When Memories Never Fade, the Past Can Poison the Present by Alix Spiegel Radio Broadcast Media	PERFORMANCE TASK: Speaking and Listening
Recommended Pacing	5 days	4 days	4 days	3 days	2 days
Lesson Objectives	PREPARE TO READ/READ • Read and comprehend literature. • Demonstrate understanding of nuances in word meanings. • Analyze nuances in word meanings with similar denotations. BUILD INSIGHT • Summarize a text objectively. • Support inference with evidence. ANALYZE AND INTERPRET • Analyze the impact of an author's choices in developing elements of a story or drama. • Analyze author's choices in structuring a text to contribute to its overall structure, meaning, and aesthetic impact. STUDY LANGUAGE AND CRAFT	PREPARE TO READ/READ • Determine or clarify meaning of unknown words and phrases. • Support inference with evidence. • Read and comprehend literary nonfiction. BUILD INSIGHT • Summarize a text objectively. • Support inference with evidence. • Pose and respond to questions that probe reasoning and evidence. ANALYZE AND INTERPRET • Determine two or more central ideas and analyze their development. • Analyze a complex set of ideas. • Analyze and evaluate the structure of an exposition or argument.	PREPARE TO READ/READ • Use context to determine the meaning of a word or phrase. • Read and comprehend literary nonfiction. BUILD INSIGHT • Summarize a text objectively. • Support inference with evidence. ANALYZE AND INTERPRET • Analyze and evaluate the structure of an exposition or argument. STUDY LANGUAGE AND CRAFT • Identify and correctly use patterns of word changes that indicate different meanings. • Determine two or more central ideas and analyze their development. • Determine an author's point of view or purpose in a rhetorical text.	PREPARE TO LISTEN/LISTEN • Acquire and use general academic and domain-specific words and phrases. BUILD INSIGHT • Demonstrate independence in gathering vocabulary knowledge. ANALYZE AND INTERPRET • Conduct research to answer a question or solve a problem. • Integrate information to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source. • Acquire and use general academic and domain-specific words and phrases. COMPARE TEXT TO MEDIA • Write informative/explanatory texts.	-Present a Panel Discussion

	• Demonstrate command of the conventions of grammar and usage when writing. • Demonstrate command of standard punctuation conventions. • Vary syntax for effect. • Identify and correctly use patterns of word changes that indicate different meanings. SHARE IDEAS • Work with peers to set goals and deadlines and decide individual roles.	STUDY LANGUAGE AND CRAFT • Spell correctly. • Consult reference materials to determine or clarify meaning, etymology, or usage of a word. • Apply knowledge of language to make effective choices for meaning or style. • Vary syntax for effect. SHARE IDEAS • Write narratives. • Draw evidence from a text to support analysis, reflection, or research.			
Skills and Standards	PREPARE TO READ/READ -Concept Vocabulary L.5; L.5.b -Reading Strategy: Ask Questions Rl.10; RI.8; RI.9 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis and Discussion RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Gothic Literature RL.3; RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Word part: -mal- L.4.b; L.4.d -Punctuation: Elliptical Sentences L.1; L.2; L.3.a SHARE IDEAS -Research: Annotated Filmography SL.1.b	PREPARE TO READ/READ -Concept Vocabulary L.4; L.6 -Reading Strategy: Make Inferences RI.1; RI.10 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis and Discussion RI.1; SL.1.c -Explore the Essential Question ANALYZE AND INTERPRET -Close Read SL.1.d -Purpose, Structure, and Central Ideas RI.2; RI.3; RI.5; RI.6 STUDY LANGUAGE AND CRAFT -Concept Vocabulary Word Study: Greek Word Origins L.2.b; L.4.c -Syntax: Asyndeton and Polysyndeton L.3; L.3.a SHARE IDEAS	PREPARE TO READ/READ -Technical Vocabulary L.4.a -Reading Strategy: Ask Questions Student Edition, with Audio: The Most Forgetful Man in the World RI.10 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis and Discussion RI.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read Science Journalism RI.2; RI.5 -Author's Purpose and Text Structure RI.5; RI.6 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Greek Prefix a- L.4.b	PREPARE TO LISTEN/LISTEN -Media Vocabulary L.6 -Listening Strategy: Take Notes BUILD INSIGHT -First Thoughts -Comprehension -Analysis and Discussion -Explore the Essential Question ANALYZE AND INTERPRET -Close Review -Inquiry and Research: Avoid Plagiarism W.7; W.8 COMPARE TEXT TO MEDIA -Writing to Compare: Evaluative Essay W.2; W.9.b	SL.1.a; SL.1.b; SL.1c; SL.1.d

		-Writing: Reflective Essay W.3; W.9			
Assessments	SELECTION TEST --Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Gothic Literature RL.3; RL.5 -Exit Ticket: Latin Word part: -mal- L.4.b -Exit Ticket: Commas in Elliptical Sentences L.1; L.2; L.3.a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Purpose, Structure, and Central Ideas RI.2; RI.3; RI.5 - Exit Ticket: Greek Word Origins L.2.b; L.4.c -Exit Ticket: Syntax: Asyndeton and Polysyndeton L.3; L.3.a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Features of Informational Text RI.5 -Exit Ticket: Word Study: Greek Prefix a- L.4.b -Exit Ticket: Author's Purpose and Text Structure RI.2; RI.6	n/a for Media	n/a
Unit 5 Independent Learning Texts					
Unit 5 continued	You Can't See It, but You'll Be a Different Person in Ten Years by Nell Greenfield Boyce Media: Radio Broadcast	POETRY COLLECTION 3 El Olvido by Judith Ortiz Cofer Who Understands Me but Me by Jimmy Santiago Baca I Woke Up—Smiling by Ha Jin Poetry NP	Mirrors Are the Single Biggest Invention to Forever Change Our Perception of Self by Sofia Quaglia Informational Article 1240L	from The Once and Future King by T.H. White Novel Excerpt 920L	
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	
Unit 5 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		
Recommended Pacing	2 days	2 days	1 day		
Lesson Objectives	Throughout this unit, students have read multiple texts about how people define themselves. Now, they will take some time to reflect on their own perspectives related to the Essential Question.	In this unit, students read about how people define themselves. They also practiced writing a personal narrative. Now, they will write a personal narrative that reflects their new understanding of the Essential Question.			

	-Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects				
Skills and Standards	W.9; L.6	W.2; W.3; W.10; L.1; L.6			
Grade 12, Unit 6: Exile and Belonging: Finding Home ESSENTIAL QUESTION: What does it mean to call a place "home"?					
	UNIT INTRODUCTION MENTOR TEXT: Home Away From Home Informative Text 1120L	COMPARE Back to My Own Country: An Essay by Andrea Levy Personal Essay 900L	COMPARE Shooting an Elephant by George Orwell Personal Essay 1070L	PERFORMANCE TASK: Writing	WRITER'S HANDBOOK: Research Report
Recommended Pacing	2 days	5 days	5 days	2 days	2 days
Lesson Objectives	-Summary -Icebreaker -QuickWrite	PREPARE TO READ/READ • Support inference with evidence. • Read and comprehend literary nonfiction. BUILD INSIGHT • Support analysis with text evidence. • Provide an objective summary of a text. ANALYZE AND INTERPRET • Determine two or more central ideas and analyze their development. • Determine an author's point of view or purpose in a rhetorical text. • Conduct research to narrow or broaden an inquiry.	PREPARE TO READ/READ • Read and comprehend literary nonfiction. BUILD INSIGHT • Summarize a text objectively. • Support analysis with evidence. ANALYZE AND INTERPRET • Conduct research to answer a question or solve a problem. • Conduct research to narrow or broaden an inquiry. • Determine two or more central ideas and analyze their development. • Explain how specific individuals, ideas, or events interact and develop over the course of a text.	-Write a Research Report	-Planning and Prewriting -Drafting -Revising -Editing -Publishing and Presenting

		STUDY LANGUAGE AND CRAFT • Analyze how an author uses and refines key terms over the course of a text. • Apply the understanding that usage is a matter of convention, can change, and is contested. • Resolve issues of complex or contested usage, consulting references as needed. • Apply an understanding of syntax when reading.	STUDY LANGUAGE AND CRAFT • Consult reference materials to determine or clarify a precise meaning, etymology, or standard usage of a word. • Analyze how an author uses and refines key terms over the course of a text. • Analyze an author's style and content contributions in a rhetorical text.		
Skills and Standards	RI.2; W.10; SL.1; L.6	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Make Inferences RI.1; RI.10 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis RI.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Critique the Research Process W.7 -Purpose, Audience, and Message RI.6 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Contested Usage L.1.a; L.1.b -Author's Style: Diction and Syntax L.3	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Make Connections RI.10 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis RI.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Formal Inquiry W.7 -Moral Dilemma and Motivation RI.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Word Origins and Connotation RI.4; L.4.c -Author's Voice: Diction RI.6 COMPARE TEXTS -Writing to Compare RI.5; RI.6; W.2; W.2.a; W.2.c; W.2.e; W.9.b	W.2; W.4; W.7; W.10	W.2.a; W.2.b; W.2.d; W.2.e; W.2.f; W.5; W.7; W.8; SL.2; SL.5

Assessments	Language Checkpoint	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Purpose, Audience, and Message RI.2; RI.6 -Exit Ticket: Contested Usage L.1.a; L.1.b -Exit Ticket: Author's Style: Diction and Syntax RI.4; L.3	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Moral Dilemma and Motivation RI.2; RI.3 -Exit Ticket: Word Origins and Connotation RI.4; L.4.c -Exit Ticket: Author's Voice: Diction RI.6	n/a	n/a
Unit 6 continued	from A History of the English Church and People by Bede History 1280L	POETRY COLLECTION The Seafarer translated by Burton Raffel The End of Exile by Solmaz Sharif Escape From the Old Country by Adrienne Su Poetry NP	Somewhere, It's About to Be Spring by Samantha Murray Short Story 940L	PERFORMANCE TASK: Speaking and Listening	
Recommended Pacing	4 days	4 days	4 days	2 days	
Lesson Objectives	PREPARE TO READ/READ • Read literary nonfiction proficiently, with scaffolding as needed. • Use context to determine the meaning of a word or phrase. BUILD INSIGHT • Provide an objective summary of a text. • Support analysis with evidence. ANALYZE AND INTERPRET • Analyze and evaluate the structure of an exposition or argument.	PREPARE TO READ/READ • Use context to determine the meaning of a word or phrase. • Read and comprehend literature. BUILD INSIGHT • Support text analysis with evidence. ANALYZE AND INTERPRET • Analyze the development of two or more themes or central ideas over the course of a text. STUDY LANGUAGE AND CRAFT	PREPARE TO READ/READ • Use context to determine the meaning of a word or phrase. • Read literature proficiently, with scaffolding as needed. BUILD INSIGHT • Support analysis of a text with evidence. • Provide an objective summary of a text. ANALYZE AND INTERPRET • Analyze the impact of an author's choices in developing elements of a story or drama.	-Deliver a Multimedia Presentation	

	• Determine an author's point of view or purpose in a rhetorical text. STUDY LANGUAGE AND CRAFT • Identify and correctly use patterns of word changes that indicate different meanings. • Demonstrate command of standard punctuation conventions.	• Consult reference materials to determine or clarify a precise meaning, etymology, or standard usage of a word. • Analyze the impact of an author's choices in developing elements of a story or drama. SHARE IDEAS • Produce writing appropriate to task, purpose, and audience. • Demonstrate command of standard capitalization, punctuation, and spelling conventions.	• Analyze author's choices in structuring a text to contribute to its overall structure, meaning, and aesthetic impact. STUDY LANGUAGE AND CRAFT • Demonstrate command of standard punctuation conventions. • Observe hyphenation conventions. • Demonstrate understanding of nuances in word meanings. • Analyze nuances in word meanings with similar denotations. SHARE IDEAS • Write narratives. • Use narrative techniques to develop experiences, events, and/or characters.		
Skills and Standards	PREPARE TO READ/READ -Concept Vocabulary L.4 -Reading Strategy: Annotate RI.10 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis and Discussion RI.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Author's Purpose and Text Structure RI.5; RI.6 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Anglo-Saxon Suffix -th L.4.b	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Create Mental Images RL.10 BUILD INSIGHT -First Thoughts -Comprehension -Analysis and Discussion RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Development of Theme RL.2 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Root -sol- L.4.c -Poetic Structure: Speaker RL.3	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Read On RL.1; RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis and Discussion RL.1; SL.1.c -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Character and Plot Devices RL.3; RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary	W.6; SL.1.d; SL.2; SL.4; SL.5 ADDITIONAL CITATION: PAGE 799 **SPEAKING AND LISTENING** Present information, findings, and supporting evidence, conveying a clear and distinct perspective, such that listeners can follow the line of reasoning, alternative or opposing perspectives are addressed, and the organization, development, substance, and style are appropriate to purpose, audience, and a range of formal and informal tasks.	

	-Punctuation in Series L.2	SHARE IDEAS -Writing: Friendly Letter W.4; L.2.b	-Word Study: Denotation, Connotation, and Nuance L.5; L.5.b -Punctuation: Hyphenation L.2; L.2.a SHARE IDEAS -Writing: Story Segment W.3; W.3.b		
Assessments	SELECTION TEST --Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Author's Purpose and Text Structure RI.5; RI.6 -Exit Ticket: Anglo-Saxon Suffix -th L.4.b -Exit Ticket: Punctuation in Series L.2	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Historical Context and Themes RL.2 -Exit Ticket: Latin Root -sol- L.4.c -Exit Ticket: Dramatic Structure RL.3	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Character Development and Plot Structure RL.3; RL.5 -Exit Ticket: Word Study: Denotation, Connotation, and Nuance L.5; L.5.b -Exit Ticket: Punctuation: Hyphenation L.2; L.2.a	n/a	
Unit 6 Independent Learning Texts					
Unit 6 continued	St. Crispin's Day Speech from Henry V, Act IV, Scene iii William Shakespeare Dover Beach by Matthew Arnold Home Thoughts, From Abroad by Robert Browning Dramatic Speech • Poetry NP	All the Colors of Goodbye by Nafiza Azad Autobiographical Fiction 850L	My Old Home by Lu Hsun, translated by Yang Hsien-yi and Gladys Yang Short Story 1010L		
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	
Unit 6 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		

Recommended Pacing	2 days	2 days	1 day		
Lesson Objectives	Throughout this unit, students have read multiple texts about what it means to call a place a home. Now, they will take some time to reflect on their own perspectives related to the Essential Question. -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	In this unit, students read about what it means to call a place a home. They also practiced writing an informative essay. Now, they will write an informative essay that reflects their new understanding of the Essential Question.			
Skills and Standards	W.9; L.6	W.2; W.10; L.1			

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Grade 10 Curriculum Map

GRADE-LEVEL UNIT & PERFORMANCE TASK OVERVIEW

	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
Theme	Extending Freedom's Reach	Inside the Nightmare	Outsiders and Outcasts	Virtue and Vengeance	All That Glitters
Essential Question	What is the relationship between power and freedom?	What is the allure of fear?	How important is it to belong?	What motivates us to forgive?	What do our possessions reveal about us?
Performance Task: Writing	Explanatory Essay	Short Story	Argument	Literary Analysis	Research Report
Performance Task: Speaking & Listening	Deliver a Formal Speech	Deliver a Formal Presentation	Present an Advertisement	Present a Talk Show	Give and Follow Oral Instructions
Performance-Based Assessment	Explanatory Essay	Short Story	Argument	Literary Analysis	Research Report

GRADE-LEVEL TABLE OF CONTENTS

UNIT 1	Selection Title	Author	Genre	Lexile
Unit Theme	Extending Freedom's Reach			
Essential Question	What is the relationship between power and freedom?			

Performance Task Mode	Explanatory Essay			
Mentor Text	Lewis Hine: Photographer of Conscience		Explanatory Model	1030
Whole-Class Learning	Harrison Bergeron	Kurt Vonnegut, Jr.	Short Story	810
	from The "Four Freedoms" Speech	Franklin D. Roosevelt	Speech	1300
	Inaugural Address	John F. Kennedy	Speech	1410
	We Are Freedom	Evan Mawarire	Media: Video	n/a
Peer-Group Learning	The Censors	Luisa Valenzuela, translated by David Unger	Short Story	1170
	Media Connection: The Parthenon of Books	Marta Minujin	Media: Video	n/a
	Poetry Collection: Caged Bird	Maya Angelou	Poem	NP
	Poetry Collection: Some Advice to Those Who Will Serve Time in Prison	Nazim Hikmet, translated by Randy Blasing and Mutlu Konuk	Poem	NP
	Anne Frank's Diary Speaks to Teen Girls in a Secret Kabul Book Club	Diaa Hadid	Feature Article	1060
Independent Learning	Credo: What I Believe	Neil Gaiman	Personal essay	1070
	Comparing: Soupe joumou, a symbol of freedom and hope	Jenna Chrisphonte	Media: Podcast	n/a
	Comparing: Haitian Soup Joumou Awarded Protected Cultural Heritage Status by UNESCO	NPR	News Feature	1210
	Democracy Talks: Joseph Kim, North Korean Refugee	Joseph Kim	Interview	850
	Emancipation: A Life Fable	Kate Chopin	Short Story	980
UNIT 2	**Selection Title**	**Author**	**Genre**	**Lexile**
Unit Theme	Inside the Nightmare			
Essential Question	What is the allure of fear?			

Performance Task Mode	Short Story			
Mentor Text	The Open Window	H. H. Munro (Saki)	Short Story Model	1030
Whole-Class Learning	from Extraordinary Tales	Raul Garcia	Media: Video	n/a
	Compare: The Fall of the House of Usher	Edgar Allan Poe	Gothic story	1410
	Compare: House Taken Over	Julio Cortazar	Magical Realist story	1030
	from How to Tell You're Reading a Gothic Novel—In Pictures	Adam Frost and Zhenia Vasiliev	Media: Informational graphics	n/a
Peer-Group Learning	Dear Science: Why do people like scary movies and haunted houses?	Washington Post	Advice Column	1040
	Media Connection: The Thrill of Fear: Felicity Hannah Talks to Dr. Margee Kerr		Media: Podcast	
	Poetry Collection: beware: do not read this Poem	Ishmael Reed	Poem	NP
	Poetry Collection: The Raven	Edgar Allan Poe	Poem	NP
	Poetry Collection: Windigo	Louise Erdrich	Poem	NP
	The Cottage	Cynthia Pelayo	Short Story	1170
Independent Learning	The Vampire Rabbit	Zaena Tessema	Media: Oral Storytelling	n/a
	The Feather Pillow	Horatio Quiroga	Short story	990
	Mrs. Vargas and the Dead Naturalist	Kathleen Alcalá	Short Story	950
	Sleep Paralysis and the Monsters Inside Your Mind	Baland Jalal	Informational Article	1200
	from The Sound of Fear	Sean Street	Media: Podcast	n/a
UNIT 3	**Selection Title**	**Author**	**Genre**	**Lexile**
Theme	Outsiders and Outcasts			

Essential Question	How important is it to belong?			
Performance Task Mode	Argument			
Mentor Text	Social Media: Proceed With Caution		Argument Model	1080
Whole-Class Learning	Art of Tetsuya Ishida	Tetsuya Ishida	Media: Image Gallery	n/a
	The Metamorphosis	Franz Kafka	Novella	1310
	Franz Kafka and Metamorphosis	BBC	Video	n/a
Peer-Group Learning	Poetry Collection: The Soldier of Mictlán	Rigoberto González	Poem	NP
	Poetry Collection: Second Estrangement	Aracelis Girmay	Poem	NP
	Poetry Collection: Elliptical	Harryette Mullen	Poem	NP
	Revenge of the Geeks	Alexandra Robbins	Argument	1050
	Encountering the Other: The Challenge for the 21st Century	Ryszard Kapuscinski	Lecture	1310
Independent Learning	Personal Rakshasi	Suzan Palumbo	Short Story	800
	The Orphan Boy and the Elk Dog	Blackfoot	Origin Story	950
	By Any Other Name	Santha Rama Rau	Memoir	1100
	from When I Was Puerto Rican	Esmeralda Santiago	Memoir	900
	Poetry Collection: In My Country	Jackie Kay	Poem	NP
	My Daughter Waits by the Door	Mir Mahfuz Ali	Poem	NP
	Poetry Collection: Fences	Pat Mora	Poem	NP
UNIT 4	**Selection Title**	**Author**	**Genre**	**Lexile**
Theme	Virtue and Vengeance			

Essential Question	What motivates us to forgive?			
Performance Task Mode	Argument			
Mentor Text	Neither Justice Nor Forgetting		Fiction	1010
Whole-Class Learning	Why You Should Read Shakespeare's The Tempest	TED-Ed Lesson by Iseult Gillespie	Media: Video	n/a
	Compare: The Tempest, Acts I–V	William Shakespeare	Drama	NP
	Media Connection: Dressing The Tempest: Slide Show	NY Times	Media	
	En El Jardin de los Espejos Quebrados . . .	Virgil Suarez	Poem	NP
Peer-Group Learning	The Timeless Bard: "Translating" Shakespeare for Today's Audiences	Rhea Summers	Argument	1180
	Shakespeare in Modern English?	James Shapiro	Argument	1190
	Understanding Forgiveness	PBS	Informational Text	1010
	Poetry Collection: A Poison Tree	William Blake	Poem	NP
	Poetry Collection: Under a Certain Little Star	Wislawa Syzmborska	Poem	NP
	Señor Noboa	Raul Leis	Flash Fiction	1170
	Media Connection: Mpho Tutu van Furth on Forgiveness	Mpho Tutu van Furth	Media: Video	
Independent Learning	The Sun Parlor	Dorothy West	Reflective Essay	980
	Poetry Collection:This Morning I Pray for My Enemies	Joy Harjo	Poem	NP
	Poetry Collection: Phase One	Dilruba Ahmed	Poem	NP
	The Forgiveness Project: Eric Lomax	The Forgiveness Project	Web article	880
	A Dish Best Served Cold	Aminatta Forna	Book Review	1010
UNIT 5	**Selection Title**	**Author**	**Genre**	**Lexile**
Theme	All That Glitters			

Essential Question	What do our possessions reveal about us?			
Performance Task Mode	Informative Essay			
Mentor Text	I Came, I Saw, I Shopped		Informative Model	990
Whole-Class Learning	from What We Carried	Photographer: Jim Lommasson Authors: Hussein Alkhudhari, Xiomara Torres, Bernal Cruz	Media: Photo Gallery	n/a
	The Necklace	Guy de Maupassant	Short Story	910
	Poetry Collection: Avarice	Yusef Komunyakaa	Poem	NP
	Poetry Collection: The Good Life	Tracy K. Smith	Poem	NP
	Poetry Collection: Money	Reginald Gibbons	Poem	NP
	Poetry Collection: The Golden Deer	Srinjay Chakravarti	Poem	NP
Peer-Group Learning	In La Rinconada, Peru, Searching for Beauty in Ugliness	Marie Arana	News Article	1240
	Media Connection: Breaking Borders: La Rinconada		Media: Video	
	Compare: The Golden Touch	Nathaniel Hawthorne	Short Story	1130
	Compare: *from* King Midas	Howard Moss	Poem	NP
	My Possessions, Myself	Russell W. Belk	Magazine Article	1250
Independent Learning	The Gold Series: A History of Gold	Jeff Desjardins	Media: Informational Graphic	n/a
	A Dose of What the Doctor Never Orders	Ihara Saikaku, translated by G. W. Sargent	Short Story	1300
	Heirlooms' Value Shifts from Sentiment to Cash	Rose Salter Rodriguez	News Article	1110
	The Three-Piece Suit	Ali Deb	Short Story	1100

UNIT 1 OVERVIEW

THEME Extending Freedom's Reach	**ESSENTIAL QUESTION** *What is the relationship between power and freedom?*
RELEVANCE AND AGENCY At the start of this unit students consider what freedom means to them and they draw on personal situations they've experienced in which they or another person successfully stood up for his or her rights. As students engage with the text and media selections throughout the unit, they discuss the relationship between power, government, citizens, and freedom for individuals and for nations. They also draw on their own experiences with limits placed on their age group by society. Students research individuals who sought and fought for freedom, and they choose how to communicate their interpretations and insights about power and freedom.	
UNIT GOALS ● Read texts that explore different ways of thinking about freedom and develop my own perspective. ● Understand and use academic vocabulary related to explanatory texts. ● Recognize, analyze, and use various rhetorical devices. ● Read a selection of my choice independently and make meaningful connections to other texts. ● Write a well-organized and cohesive explanatory essay. ● conduct research to explore a topic and develop my ideas. ● Collaborate, build on the ideas of others, develop consensus, and communicate effectively. ● Prepare and deliver an effective multimedia presentation.	**PERFORMANCE TASKS** **Mid-Unit Performance Tasks** ● Write a focused, well-structured, and cohesive **explanatory essay** in which you interpret and provide context for the following quotation: "For to be free is not merely to cast off one's chains, but to live in a way that respects and enhances the freedom of others." —Nelson Mandela ● You have read or watched a variety of selections that address issues of power and freedom. Now, work with your group to develop, refine, and deliver a **multimedia presentation** that addresses this question: When, if ever, are limits on freedom necessary? **End-of-Unit Performance-Based Assessments** ● Write an **explanatory essay** in which you synthesize information you learned in this unit with your own ideas to respond to the Essential Question: What is the relationship between power and freedom? **Develop Your Perspective: Unit Projects** Students choose how to demonstrate their learning through: ● Choose an author, character, or person described in this unit and write them a letter. ● Select two to three quotations from the unit that either echo or contrast with one another in interesting ways. Use them as the basis for an art poster that expresses your interpretations and insights about power and freedom.

	• With a small group, hold a discussion about the following quotation: "Freedom is a heavy load, a great and strange burden for the spirit to undertake. It is not easy. It is not a gift given, but a choice made, and the choice may be a hard one. The road goes upward towards the light; but the laden traveler may never reach the end of it." —Ursula K. Le Guin
UNIT STANDARDS **READING LITERATURE** RL.1; RL.2; RL.4; RL.6; RL.7; RL.10 **READING INFORMATIONAL TEXT** RI.1; RI.2; RI.3; RI.4; RI.5; RI.6; RI.8; RI.9; RI.10 **WRITING** W.2; W.2.a; W.2.b; W.2.c; W.2.d; W.2.e; W.2.f; W.3.d; W.5; W.6; W.7; W.8; W.9.b; W.10 **SPEAKING & LISTENING** SL.1; SL.1.a; SL.1.b; SL.1.c; SL.1.d; SL.3; SL.4; SL.5; SL.6 **LANGUAGE** L.1; L.1.a; L.1.b; L.2; L.2.a; L.2.c; L.3.a; L.4; L.4.a; L.4.c; L.5.a; L.6	

UNIT 2 OVERVIEW

THEME Inside the Nightmare	**ESSENTIAL QUESTION** *What is the allure of fear?*
RELEVANCE AND AGENCY At the start of this unit, students consider what the phrase "inside the nightmare" suggests to them. As they work through the unit, students read many examples of what scares people and why people enjoy being scared. They uncover the literary ingredients that are universally acknowledged to produce fear and then choose a fiction genre, such as Gothic, Magical Realist, mystery, or adventure, to teach to their peers. A few highlights of the engaging, agency-driven tasks in this unit include designing an escape room, discussing a quote from Yoda (Star Wars), and writing their own short story that relates to the allure of fear.	
UNIT GOALS • Read texts that explore the attraction of suspense and develop my own perspective. • Understand and use academic vocabulary related to narrative texts. • Recognize and analyze elements of different genres, including Gothic Literature and Magical Realism. • Read a selection of my choice independently and make meaningful connections to other texts and ideas • Write a focused and well- structured short story. • Collaborate, build on others' ideas, contribute relevant information, and communicate effectively. • Prepare and deliver an effective presentation.	**PERFORMANCE TASKS** **Mid-Unit Performance Tasks** • Write a well-structured, engaging, and cohesive **short story** that explores the following question: What can happen when imagination overcomes reason? • You have read a variety of literary works in which suspense and fear play key roles. Work with your group to deliver a formal **presentation** that addresses this question: How do authors use literary devices to create suspense in a narrative? **End-of-Unit Performance-Based Assessments** • Write a **short story** in which you synthesize information you learned in this unit with your own ideas. Employ the elements of character, conflict, setting, and

	plot to express a theme in response to the Essential Question: What is the allure of fear? **Develop Your Perspective: Unit Projects** Students choose how to demonstrate their learning through: ● Choose at least three characters, speakers, or authors from the unit and imagine they are having a dinner party where they discuss the Essential Question: What is the allure of fear? Write the script for the scene. ● Create a design for an escape room inspired by the texts in this unit; incorporate characters, plot points, settings, symbols, or any other elements you choose. ● With a small group, hold a discussion about the following quotation: "Fear is the path to the dark side. Fear leads to anger, anger leads to hate, hate leads to suffering." --Yoda (George Lucas, Star Wars: The Phantom Menace)
UNIT STANDARDS **READING LITERATURE** RL.1; RL.2; RL.3; RL.4; RL.5; RL.6; RL.9; RL.10 **READING INFORMATIONAL TEXT** RI.1; RI.2; RI.3; RI.4; RI.7; RI.10 **WRITING** W.2; W.3; W.3.a; W.3.b; W.3.c; W.3.d; W.3.e; W.5; W.6; W.7; W.8; W.9.a; W.10 **SPEAKING & LISTENING** SL.1; SL.1.a; SL.1.b; SL.1.c; SL.1.d; SL.4; SL.5; SL.6 **LANGUAGE** L.1.a; L.1.b; L.2; L.2.a; L.2.b; L.2.c; L.3; L.4; L.4.b; L.4.c; L.4.d; L.5.a; L.5.b; L.6	

UNIT 3 OVERVIEW

THEME Outsiders and Outcasts	**ESSENTIAL QUESTION** *How important is it to belong?*
RELEVANCE AND AGENCY Students begin this unit by discussing what the words outsiders and outcasts suggest to them. Throughout the unit, students examine art, literature, and multimedia resources that focus on people who feel they are different or don't conform to what is socially considered "normal" and therefore often feel like an outsider or an outcast. Within the unit, students learn to question even archetypal villains and heroes to deepen their understanding of how various societies and societal norms are reflected in these characters. Students share their own experiences of feeling like an outsider, and they discuss the role they play in fostering belonging among classmates and others in their community by lifting up the differences of others. They demonstrate their knowledge and perspective in various ways including constructing an advertisement, developing and supporting a claim, and propelling peer discussions.	
UNIT GOALS	**PERFORMANCE TASKS**

• Read texts that explore various perspectives on belonging and develop my own point of view. • Understand and use academic vocabulary related to argumentative texts. • Recognize and analyze elements of arguments, short stories, poetry, and media, including visual art. • Read a selection of my choice independently and make meaningful connections to other texts and ideas. • Write a well-structured and cohesive argumentative essay. • Collaborate, build on others' ideas, develop consensus, and communicate effectively. • Prepare and present an effective advertisement.	**Mid-Unit Performance Tasks** • Write a well-structured and cohesive **argumentative essay** in which you state and defend a position on the following question: Is the experience of being an outsider universal? • With your group, develop an **advertisement**. Choose one of these products or services to advertise, or come up with another idea you prefer: House Cleaning Service: Use details from The Metamorphosis. An Online Magazine Entitled "Outsiders Are In!": Use details from "Revenge of the Geeks." Exciting Travel Opportunity: Use details from "Encountering the Other." **End-of-Unit Performance-Based Assessments** • Write an **argumentative essay** in which you synthesize information you learned in this unit with your own ideas to respond to the Essential Question: How important is it to belong? **Develop Your Perspective: Unit Projects** Students choose how to demonstrate their learning through: • Write the lyrics to a song about the experience of being an outsider. • Create a collage that expresses your response to the texts in the unit. • With a small group, hold a discussion about the following quotation: "It may be necessary to stand on the outside if one is to see things clearly." —Peter Høeg
READING LITERATURE RL.1; RL.2; RL.3; RL.4; RL.5; RL.6; RL.7; RL.9; RL.10 **READING INFORMATIONAL TEXT** RI.1; RI.2; RI.4; RI.5; RI.8; RI.10 **WRITING** W.1; W.1.a; W.1.b; W.1.c; W.1.c; W.1.d; W.1.e; W.2.a; W.2.b; W.4; W.5; W.6; W.7; W.8; W.9; W.9.a; W.10 **SPEAKING & LISTENING** SL.1; SL.1.a; SL.1.b; SL.1.d; SL.2; SL.3; SL.4; SL.6 **LANGUAGE** L.1.a; L.1.b; L.2; L.2.a; L.2.b; L.4; L.4.a; L.4.c; L.4.d; L.5; L.6	

UNIT 4 OVERVIEW

THEME Virtue and Vengeance	**ESSENTIAL QUESTION** *What motivates us to forgive?*
RELEVANCE AND AGENCY	

Students begin this unit with a Four-Corner Debate about this statement: *There are some misdeeds that should never be forgiven*. They discuss how it is impossible to go through life without somehow hurting others or being hurt by them and debate forgiving the offenses that wound us most deeply. As students work with text and media selections throughout the unit, they expand their perspective on forgiveness and its association with virtue and vengeance. Throughout their reading of The Tempest by William Shakespeare, they make connections between their lives, current events, and characters' actions within the text. With other text selections, students explore concepts such as guilt, regret, acting in one's own self-interest, and the consequences of power struggles and exploitation in different cultural contexts. In collaboration with peers, students apply their knowledge by planning and presenting a talk show segment, writing an advice column, and choosing texts to support their own claim about what motivates us to forgive.

UNIT GOALS

- Read texts that explore forgiveness and vengeance and develop my own perspective.
- Understand and use academic vocabulary related to argumentative texts.
- Recognize and analyze elements of different genres, including drama and poetry.
- Read a selection of my choice independently and make meaningful connections to other texts and ideas.
- Write a focused, well-structured, and cohesive literary analysis essay.
- Collaborate, build on others' ideas, develop consensus, and communicate effectively.
- contribute effectively to the preparation and presentation of a talk show.

PERFORMANCE TASKS

Mid-Unit Performance Tasks

- Write a **literary analysis essay** about a literary work you recently read. The work you choose should be one that sparked a strong reaction in you—you may have loved it, disliked it, or been troubled by it in some way. Include the elements of literary analysis in your essay.

- Work with your group to plan and present a **talk show segment** that addresses this question: Does forgiveness first require an apology?

End-of-Unit Performance-Based Assessments

- Write an **argumentative essay** in which you synthesize information you learned in this unit with your own ideas to respond to the Essential Question: What motivates us to forgive?

Develop Your Perspective: Unit Projects

Students choose how to demonstrate their learning through:

- Write an advice column inspired by the selections in this unit.
- Design a poster that expresses your response to the texts in the unit.
- With a small group, hold a discussion about the following quotation: "Forgiveness is a strange thing. It can sometimes be easier to forgive our enemies than our friends. It can be hardest of all to forgive people we love." —Fred Rogers

UNIT STANDARDS

READING LITERATURE RL.1; RL.2; RL.3; RL.4; RL.5; RL.6; RL.7; RL.9; RL.10
READING INFORMATIONAL TEXT RI.1; RI.2; RI.3; RI.4; RI.6; RI.8; RI.10

WRITING W.1; W.1.a; W.1.b; W.1.c; W.1.d; W.1.e; W.2.d; W.2.e; W.3; W.3.a; W.3.b; W.3.d; W.4; W.5; W.6; W.7; W.8; W.9; W.9.a; W.9.b; W.10 **SPEAKING & LISTENING** SL.1; SL.1.a; SL.1.b; SL.3; SL.4; SL.6 **LANGUAGE** L.2; L.2.c; L.3; L.4; L.4.a; L.4.b; L.4.c; L.4.d; L.5.a; L.5.b; L.6

UNIT 5 OVERVIEW

THEME All That Glitters	**ESSENTIAL QUESTION** *What do our possessions reveal about us?*
RELEVANCE AND AGENCY Students begin this unit with a Quick Write and open-ended discussion about the unit's Essential Question: *What do our possessions reveal about us?* They consider how objects we truly cherish often remind us of great experiences or people we love, and they compare that to our desire for trinkets and gadgets that do not evoke such personal connections. While engaging with text and media selections throughout the unit, students consider how the possessions people have provide insights into their circumstances and values. To demonstrate their knowledge and perspective, students develop a research report about a topic related to materialism and possessions and they write and talk about possessions that matter most to them.	
UNIT GOALS ● Read texts that explore ideas related to possessions and develop my own point of view. ● Understand and use academic vocabulary related to informative texts. ● Can recognize and analyze elements of different genres, including fiction, journalism, and poetry. ● Read a selection of my choice independently and make meaningful connections to other texts and ideas. ● Write a well-organized and cohesive research report. ● Collaborate, build on others' ideas, develop consensus, and communicate effectively. ● Give and follow oral instructions.	**PERFORMANCE TASKS** **Mid-Unit Performance Tasks** ● Write a focused, well-structured, and cohesive **research report** on a topic related to the unit theme of materialism and possessions. Consider one of the following general ideas or come up with a topic that you prefer: consumer culture, philanthropy and charity, or wealth and its connection to happiness. ● With your group, research how to perform a specific task. Then, teach the class how to complete the task by providing **detailed oral instructions** that will guide them through a process step by step. Task options include but are not limited to: create a personal budget; create a product inventory sheet for a store; create a catalog of catalog your possessions. **End-of-Unit Performance-Based Assessments** ● Write an **informative essay** in which you synthesize information you learned in this unit with your own ideas to respond to the Essential Question: *What do our possessions reveal about us?* **Develop Your Perspective: Unit Projects**

	Students choose how to demonstrate their learning through: ● Write a list poem about a possession that matters to you. ● Design a scrapbook that captures your ideas about the texts and concepts you explored in this unit. ● With a small group, hold a discussion about the following quotation: "To be content with little is difficult; to be content with much, impossible." — Marie von Ebner-Eschenbach

UNIT STANDARDS

READING LITERATURE RL.1; RL.4; RL.5; RL.6; RL.5; RL.7; RL.9; RL.10
READING INFORMATIONAL TEXT RI.1; RI.2; RI.3; RI.4; RI.5; RI.7; RI.10
WRITING W.2; W.2.a; W.2.b; W.2.c; W.2.d; W.2.e; W.2.f; W.3; W.3.a; W.3.d; W.5; W.7; W.8; W.10
SPEAKING & LISTENING SL.1; SL.1.b; SL.1.c; SL.1.d; SL.2; SL.4; SL.5; SL.6
LANGUAGE L.1.b; L.2.a; L.3.a; L.4; L.4.a; L.4.b; L.5; L.5.b; L.6

UNIT-BY-UNIT LESSON DETAIL

Grade 10, Unit 1: Extending Freedom's Reach ESSENTIAL QUESTION: What is the relationship between power and freedom?					
	UNIT INTRODUCTION MENTOR TEXT: Lewis Hine, Photographer of Conscience Explanatory Text 1030L	Harrison Bergeron by Kurt Vonnegut Short Story 810L	COMPARE from The "Four Freedoms" Speech by Franklin D. Roosevelt Speech 1300L	COMPARE Inaugural Address by John F. Kennedy Speech 1410L	We Are Freedom by Evan Mawarire Speech Media
Recommended Pacing	2 days	4 days	4 days	6 days	2 days
Lesson Objectives	-Summary -IceBreaker -QuickWrite	PREPARE TO READ/READ • Determine the meaning of words and phrases in context. • Read and comprehend literature. BUILD INSIGHT • Support analysis of a text with evidence. • Provide an objective summary of a text. ANALYZE AND INTERPRET • Support analysis of a text with evidence. • Analyze a theme or central idea of a text. • Analyze the effect of word choice on meaning and tone. • Conduct research to answer a question or solve a problem. • Gather information from multiple sources. STUDY LANGUAGE AND CRAFT • Spell correctly. SHARE IDEAS	PREPARE TO READ/READ • Read and comprehend literary nonfiction. • Acquire and use general academic and domain-specific words and phrases. BUILD INSIGHT • Support analysis of a text with evidence. • Summarize a text objectively. ANALYZE AND INTERPRET • Analyze how an author uses rhetoric to advance a point of view or purpose. • Evaluate the argument and specific claims in a text. • Analyze seminal U.S. documents of historical and literary significance. • Conduct research to answer a question or solve a problem. STUDY LANGUAGE AND CRAFT	PREPARE TO READ/READ • Determine key ideas. • Read and comprehend literary nonfiction. BUILD INSIGHT • Summarize a text objectively. • Support inferences with evidence drawn from the text. ANALYZE AND INTERPRET • Analyze the cumulative impact of word choice on meaning and tone • Analyze foundational U.S. documents. • Gather information and cite information from sources. • Evaluate a speaker's use of evidence and rhetoric. STUDY LANGUAGE AND CRAFT • Analyze how an author uses rhetoric to advance a point of view or purpose. • Use parallel structure.	PREPARE TO VIEW/VIEW • Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric. BUILD INSIGHT • Evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric. • Use technology to enhance a report. • Make strategic use of digital media to enhance understanding and add interest.

		• Initiate and participate in collaborative discussions. • Adapt speech to a variety of contexts and tasks.	Demonstrate command of grammar and usage when writing. • Use various types of phrases and clauses to convey specific meanings. • Consult reference materials to find antonyms.	• Identify and correctly use patterns of word changes. • Consult a dictionary to confirm word meanings. COMPARE TEXTS • Determine an author's point of view or purpose in a text. • Analyze seminal U.S. documents. • Use transitions to create cohesion. • Apply reading standards to literary nonfiction.	
Skills and Standards	RL.2; W.2.d; W.10; SL.1.d; L.6	PREPARE TO READ/READ -Concept Vocabulary RL.4 -Reading Strategy: Create Mental Images RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Using Advanced Searches W.7; W.8 -Author's Purpose and Message: Satire RL.1; RL.2; RL.4 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Sounds and Letters: The /k/ Sound L.2.c SHARE IDEAS -Speaking and Listening: Mock Trial SL.1.a; SL.1.b; SL.6	PREPARE TO READ/READ -Concept Vocabulary L.6 -Reading Strategy: Paraphrase RI.10 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis RI.1, RI.4 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Develop Research Questions W.7 -Seminal Documents: Persuasive Appeals RI.6; RI.8; RI.9 STUDY LANGUAGE AND CRAFT -Concept Vocabulary L.4.c -Word Study: Latin suffix -ment L.4.c -Types of Phrases L.1; L.1.b; L.4.c	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Evaluate Details to Determine Key Ideas RI.2; RI.10 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis RI.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Paraphrase Source Material RI.4; W.8 -Seminal Documents: Emotional Appeals RI.9; SL.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin root -vol- L.4.b; L.4.c -Rhetorical Devices RI.6; L.1.a COMPARE TEXTS	PREPARE TO VIEW/VIEW -Viewing Strategy: Monitor Your Comprehension BUILD INSIGHT -First Thoughts -Analysis SL.3 -Share Ideas: Speaking and Listening: Oral Report SL.5 -Explore the Essential Question

				-Writing to Compare: Comparison-and-Contrast Essay RI.6; RI.9; W.2; W.2.a; W.9.b	
Assessments	Language Checkpoint	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Author's Purpose and Message: Satire RL.1; RL.2; RL.4 -Exit Ticket: Sounds and Letters: The /k/ Sound L.2.c	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Seminal Documents: Persuasive Appeals RI.6; RI.8 -Exit Ticket: Latin suffix -ment -Exit Ticket: Types of Phrases L.1; L.1.b	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Seminal Documents: Emotional Appeals RI.9; SL.3 -Exit Ticket: Latin root -vol- L1.a; L.4.b; L.4.c -Exit Ticket: Rhetorical Devices RI.6	n/a
Unit 1 Continued	PERFORMANCE TASK: Writing	WRITER'S HANDBOOK: Explanatory Essay	The Censors by Luisa Valenzuela, translated by David Unger Short Story 1170L	Caged Bird by Maya Angelou Some Advice To Those Who Will Serve Time in Prison by Nazim Hikmet, translated by Randy Blasing and Mutlu Konuk Poetry Collection NP	Anne Frank's Diary Speaks to Teen Girls in a Secret Kabul Book Club by Diaa Hadid Feature Article 1060L
Recommended Pacing	2 days	2 days	4 days	4 days	4 days
Lesson Objectives	Write an Explanatory Essay	-Planning and Prewriting -Drafting -Revising -Editing -Publishing and Presenting	PREPARE TO READ/READ • Analyze a point of view or cultural experience in world literature. • Read literature proficiently, with scaffolding as needed. • Use context as a clue to the meaning of a word or phrase. BUILD INSIGHT • Support analysis of a text with evidence as well as inferences drawn from the text.	PREPARE TO READ/READ • Read and understand literature. • Determine or clarify the meanings of unknown and multiple-meaning words. • Use context to unlock word meanings. BUILD INSIGHT • Support analysis of a text with evidence as well as inferences drawn from the text.	PREPARE TO READ/READ • Read and comprehend literary nonfiction. • Use context to determine meaning. BUILD INSIGHT • Support inferences with text evidence. • Pose questions to clarify, verify, and challenge ideas. ANALYZE AND INTERPRET

			• Provide an objective summary of a text. • Analyze point of view or cultural experience reflected in world literature. • Initiate and participate in collaborative discussions. ANALYZE AND INTERPRET • Determine theme or central idea and analyze its development • Analyze the cumulative effect of word choices on meaning. • Interpret figures of speech and analyze their role STUDY LANGUAGE AND CRAFT • Determine figurative and connotative meanings. • Analyze the roles of figures of speech in a text SHARE IDEAS • Convey a vivid picture of the experiences, events, setting, and/or characters.	• Initiate and participate in collaborative discussions, building on others' ideas and expressing ideas clearly. ANALYZE AND INTERPRET • Support inferences with evidence • Determine figurative and connotative meanings. • Determine or clarify meaning of multiple-meaning words and phrases. • Interpret figures of speech in context • Analyze the role of figures of speech in a text. STUDY LANGUAGE AND CRAFT • Analyze effect of word choice on meaning and tone SHARE IDEAS • Write for a range of tasks, purposes, and audiences.	• Determine central ideas and analyze their development. • Analyze how an author unfolds an analysis or series of ideas or events • Analyze how an author's ideas are developed and refined STUDY LANGUAGE AND CRAFT • Demonstrate command of grammar and usage when writing. • Use various types of phrases and clauses to convey specific meanings. SHARE IDEAS • Use technology to produce, publish, and update writing.
Skills and Standards	W.2, W.5, W.10	W.2.a-f, W.5, L.1.b; L.2, L.2.a, L.3.a	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Generate Questions BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis and Discussion RL1; RL.6; SL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read	PREPARE TO READ/READ -Concept Vocabulary L.4; L.4.a -Reading Strategy: Reread RL.10 BUILD INSIGHT -First Thoughts -Summary -Analysis and Discussion RL.1; SL.1; SL.1.d -Explore the Essential Question ANALYZE AND INTERPRET -Close Read RL.1	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Make Connections RI.10 BUILD INSIGHT -First Thoughts -Summary -Analysis and Discussion RI.1; SL.1.c -Explore the Essential Question ANALYZE AND INTERPRET

			-Author's Purpose and Message: Satire RL2; RL.4 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Foreign Words in English -Figures of Speech RL.4; L.5.a SHARE IDEAS -Writing: Personal Letters W.3.d ADDITIONAL CITATION: PAGE 62 **READING LITERATURE** Analyze a particular point of view or cultural experience reflected in a work of literature from outside the United States.	-Author's Choices: Figurative Language RL.4; L.4; L.5.a STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Multiple-Meaning Words L.4 -Imagery RL.4 SHARE IDEAS -Writing: Lyric Poem W.10	-Close Read -Development of Ideas and Text Structure R1.2; RI.3; RI.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin root -press- -Word Study: Participial and Absolute Phrases L.1; L.1.b SHARE IDEAS -Research: Multimedia Presentation W.6
Assessments	n/a	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Author's Purpose and Message: Satire RL2; RL.4 -Exit Ticket: Foreign Words in English -Exit Ticket: Figures of Speech RL.4; L.5.a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Author's Choices: Figurative Language RL.4 -Exit Ticket: Multiple-Meaning Words L.4 -Exit Ticket: Imagery RL.4	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Development of Ideas and Text Structure R1.2; RI.3; RI.5 -Exit Ticket: Latin root -press--Participial and Absolute Phrases L.1; L.1.b
Unit 1 Continued	PERFORMANCE TASK: Speaking and Listening				
Recommended Pacing	2 days				
Lesson Objectives	Deliver a Multimedia Presentation				

Skills and Standards	RL.10; RI.10; SL.3; SL.4; SL.6				
Assessments	n/a				
Unit 1 Independent Learning Texts					
Unit 1 Continued	Credo: What I Believe by Neil Gaiman Personal Essay 1070L	Haitian Soup Joumou Awarded Protected Cultural Heritage Status by UNESCO NPR Soupe Joumou, a Symbol of Freedom and Hope by Jenna Chrisphonte Feature Article • Podcast 1210L	Democracy Talks: Joseph Kim, North Korean Refugee by Joseph Kim Interview 850L	Emancipation: A Life Fable by Kate Chopin Short Story 980L	
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	
Unit 1 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		
Recommended Pacing	2 days	2 days	1 day		
Lesson Objectives	Throughout the unit, students encountered multiple perspectives on the relationship between power and freedom. Now, they will take some time to reflect on the texts they explored. -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	In this unit, students read multiple perspectives on the relationship between power and freedom. They also practiced writing an explanatory essay. Now, they will write an explanatory essay that reflects their new understanding of the Essential Question. -Write an Explanatory Essay			
Skills and Standards	W.10; SL.1	W.2; W.10			

Grade 10, Unit 2: Inside the Nightmare ESSENTIAL QUESTION: What is the allure of fear?					
	UNIT INTRODUCTION MENTOR TEXT: The Open Window Short Story 1030L	from Extraordinary Tales by Raul Garcia Movie Media	COMPARE The Fall of the House of Usher by Edgar Allen Poe Gothic Story 1410L	COMPARE House Taken Over by Juli Cortátzar Magical Realist Story 1030L	from How to Tell You're Reading a Gothic Novel—In Pictures by Adam Frost and Zhenia Vasiliev Informational Graphic Media
Recommended Pacing	2 days	2 days	5 days	4 days	2 days
Lesson Objectives	-Summary -Icebreaker -QuickWrite	PREPARE TO VIEW/VIEW • Gather information from multiple sources. BUILD INSIGHT • Conduct research to answer a question or solve a problem. • Gather information from multiple sources.	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Provide an objective summary of a text. • Support analysis of a text with evidence. ANALYZE AND INTERPRET • Conduct research to answer a question or solve a problem. • Make inferences, and support with text evidence. • Analyze the effect of word choice on meaning and tone. STUDY LANGUAGE AND CRAFT • Determine figurative and connotative meanings. • Use various types of phrases and clauses to add variety and interest. • Use a semicolon to link two or more independent clauses.	PREPARE TO READ/READ • Analyze point of view or cultural experience reflected in world literature. • Read literature proficiently, with scaffolding as needed. BUILD INSIGHT • Provide an objective summary of a text. • Make inferences, and support with text evidence. ANALYZE AND INTERPRET • Analyze the effect of word choice on meaning and tone. • Analyze author's choices in structuring a text, ordering events, and/or manipulation of time to create effects. • Gather information from multiple sources. Assess usefulness of sources in answering research questions. STUDY LANGUAGE AND CRAFT	PREPARE TO READ/READ • Acquire and use general academic and domain-specific words and phrases. • Analyze how the author unfolds an analysis or series of ideas or events. BUILD INSIGHT • Make inferences, and support with text evidence. • Provide an objective summary of a text. ANALYZE AND INTERPRET • Acquire and use general academic and domain-specific words and phrases. SHARE IDEAS • Present information and evidence so that the organization, development, substance, and style are appropriate to purpose, audience, and task.

			• Analyze nuances in word meanings with similar denotations.	• Use various types of phrases and clauses to convey specific meanings. • Spell correctly. • Identify and correctly use patterns of word changes that indicate different parts of speech. TEST PRACTICE • Determine and analyze the theme of a text. • Analyze how complex characters develop over the course of a text. • Write informative/explanatory texts to examine ideas. • Apply reading standards to literature.	• Make strategic use of digital media to enhance understanding in presentations. • Adapt speech to a variety of contexts and tasks.
Skills and Standards	RL.2; W.10; L.6	PREPARE TO VIEW/VIEW -Media Vocabulary -Viewing Strategy: Rewatch W.8 BUILD INSIGHT -First Thoughts -Analysis -Share Ideas: Research W.7; W.8 -Explore the Essential Question	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Make Predictions RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Develop -Research Questions W.7; W.8 -Diction, Syntax, and Mood RL.4 STUDY LANGUAGE AND CRAFT -Concept Vocabulary RL.4 -Word Study: Denotation and Connotation RL.4; L.5.b	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Create Mental Images RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Locate Relevant Information W.8 -Diction, Syntax, and Tone RL.4; RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Patterns of Word Changes L.2.c; L.4.b	PREPARE TO READ/READ -Media Vocabulary L.6 -Reading Strategy: Synthesize Information RI.3 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis RI.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Media Vocabulary L.6 SHARE IDEAS -Speaking and Listening: -Informational Graphic SL.4; SL.5; SL.6

			-Sentence Structure and Variety L.1.b; L.2.a	-Types of Phrases L.1.b TEST PRACTICE -Comparing Fiction RL.2; RL.3; W.2; W.9.a	
Assessments	Language Checkpoint	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Diction, Syntax, and Mood RL.1; RL.4 -Exit Ticket: Denotation and Connotation RL.4; L.5.b -Exit Ticket: Sentence Structure and Variety L.1.b; L.2.a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Diction, Syntax, and Tone RL.4; RL.5 -Exit Ticket: Patterns of Word Changes L.2.c; L.4.b -Exit Ticket: Types of Phrases L.1.b	n/a
Unit 2 continued	PERFORMANCE TASK: Writing	WRITER'S HANDBOOK: Short Story	Dear Science: Why do people like scary movies and haunted houses? by Rachel Feltman and Sarah Kaplan Advice Column 1040L	beware: do not read this poem by Ishmael Reed The Raven by Edgar Allan Poe Windigo by Louise Erdrich Poetry Collection NP	The Cottage by Cynthia Pelayo Short Story 1170L
Recommended Pacing	2 days	2 days	3 days	4 days	4 days
Lesson Objectives	-Write a Short Story	-Planning and Prewriting -Drafting -Revising -Editing -Publishing and Presenting	PREPARE TO READ/READ • Determine the meaning of words and phrases as they are used in a text. • Analyze various accounts of a subject told in different mediums. • Consult reference materials to clarify word meaning. BUILD INSIGHT	PREPARE TO READ/READ • Determine or clarify meaning of unknown words and phrases. BUILD INSIGHT • Support inferences with evidence. • Adapt speech to a variety of contexts and tasks. ANALYZE AND INTERPRET	PREPARE TO READ/READ • Make inferences, and support with text evidence. • Use strategies to determine the meaning of unknown words. • Use context clues to determine word meaning. BUILD INSIGHT • Support inferences with evidence.

			• Come to discussions prepared. • Respond thoughtfully to diverse perspectives. ANALYZE AND INTERPRET • Determine the central idea and analyze its development. • Analyze how the authors unfold an analysis or series of ideas or events. STUDY LANGUAGE AND CRAFT • Analyze the cumulative impact of specific word choices on meaning and tone. • Apply knowledge of language to comprehend more fully when reading or listening.	• Support analysis with evidence. • Determine the theme and analyze its development. • Identify and correctly use patterns of word changes that indicate different parts of speech. SHARE IDEAS • Initiate and participate in collaborative discussions on diverse issues. • Prepare for discussions.	ANALYZE AND INTERPRET • Analyze how complex characters develop over the course of a text. • Analyze how an author transforms source material. STUDY LANGUAGE AND CRAFT • Demonstrate understanding of nuances in word meanings. • Analyze nuances in the meaning of words. SHARE IDEAS • Engage and orient the reader in a narrative. • Provide a logical conclusion to a narrative.
Skills and Standards	W.3 W.3.a W.10	W.3.a–e; W.5; W.6; W.10; L.1.a; L.2; L.2.a; L.2.b; L.2.c	PREPARE TO READ/READ -Concept Vocabulary RI.4; L.4.c -Reading Strategy: Make Connections MEDIA CONNECTION RI.7 BUILD INSIGHT -First Thoughts -Summary -Analysis and Discussion SL.1.a; SL.1.d -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Development of Central Idea RI.2; RI.3; RI.5 STUDY LANGUAGE AND CRAFT	PREPARE TO READ/READ -Concept Vocabulary L.4 -Reading Strategy: Paraphrase RL.10 BUILD INSIGHT -First Thoughts -Comprehension -Analysis and Discussion RL.1; SL.6 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Poetic Conventions and Theme RL.1; RL.2 STUDY LANGUAGE AND CRAFT -Concept Vocabulary	PREPARE TO READ/READ -Concept Vocabulary L.4; L.4.a -Reading Strategy: Make Inferences RL.1 BUILD INSIGHT -First Thoughts -Analysis and Discussion RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read RL.1 -Point of View and Perspective RL.3; RL.9 STUDY LANGUAGE AND CRAFT

			-Concept Vocabulary L.6 -Word Study: Commonly -Confused Words L.6 Style: Diction and Tone RI.4	-Word Study: Anglo-Saxon Prefix be- L.4.b; L.4.d -Meter and Rhyme SHARE IDEAS -Speaking and Listening: Panel Discussion SL.1; SL.1.a; SL.1.c ADDITIONAL CITATION: PAGE 198 **LANGUAGE** • Identify and correctly use patterns of word changes that indicate different meanings or parts of speech • Verify the preliminary determination of the meaning of a word or phrase	-Concept Vocabulary -Word Study: Nuances in Word Meanings L.5.a; L.5.b -Verb Tenses L.1.a SHARE IDEAS -Writing: Retelling W.3.a; W.3.e
Assessments	n/a	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Development of Central Idea RI.2; RI.3 -Exit Ticket: Commonly Confused Words L.3 -Exit Ticket: Style: Diction and Tone RI.4	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Poetic Conventions and Theme RL.1; RL.2 -Anglo-Saxon Prefix be- L.4.b; L.4.d -Exit Ticket: Meter and Rhyme	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Point of View and Perspective RL.3; RL.9 -Exit Ticket: Nuances in Word Meanings L.5.a; L.5.b -Exit Ticket: Verb Tenses
Unit 2 continued	PERFORMANCE TASK: Speaking and Listening				
Recommended Pacing	2 days				
Lesson Objectives	Deliver a Formal Presentation				
Skills and Standards	RL.5; SL.1.b; SL.4; SL.5				
Assessments	n/a				
Unit 2 Independent Learning Texts					

Unit 2 continued	The Vampire Rabbit by Zaena Tessema Oral Storytelling Media	The Feather Pillow by Horacio Quiroga, translated by Margaret Sayers Peden Short Story 990L	Mrs. Vargas and the Dead Naturalist by Kathleen Alcalá Short Story 950L	Sleep Paralysis and the Monsters Inside Your Mind by Baland Jalal Magazine Article 1200L	from The Sound of Fear by Sean Street Podcast Media
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	
Unit 2 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		
Recommended Pacing	2 days	2 days	1 day		
Lesson Objectives	In this unit, students encountered multiple perspectives about the allure of fear. Now, they will take some time to reflect on the texts they explored -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	In this unit, students read multiple perspectives about the allure of fear. They also practiced writing a short story. Now, they will write a short story that reflects their new understanding of the Essential Question. -Write a Short Story			
Skills and Standards	W.10; SL.1	W.3; W.3.c			
Grade 10, Unit 3: Outsiders and Outcasts ESSENTIAL QUESTION: How important is it to belong?					
	UNIT INTRODUCTION MENTOR TEXT: Social Media: Proceed With Caution Argument 1080L	Art of Tetsuya Ishida Fine Art Gallery Media	The Metamorphosis Franz Kafka, translated by Ian Johnston Novella 1310L	Franz Kafka and Metamorphosis BBC	PERFORMANCE TASK: Writing

Recommended Pacing	2 days	2 days	7 days	2 days	2 days
Lesson Objectives	-Summary -Icebreaker -QuickWrite	PREPARE TO IVIEW/VIEW • Acquire and use academic and domain-specific words and phrases. BUILD INSIGHT • Analyze the representation of a subject in two different mediums. SHARE IDEAS • Analyze the representation of a subject in two different mediums.	PREPARE TO READ/READ • Analyze point of view or cultural experience reflected in world literature. • Read and comprehend literature. BUILD INSIGHT • Cite evidence to support inference. • Summarize a text objectively. • Analyze the development of complex characters. ANALYZE AND INTERPRET • Analyze the development of complex characters. • Analyze point of view or cultural experience reflected in world literature. • Synthesize multiple sources on a subject. STUDY LANGUAGE AND CRAFT • Determine figurative and connotative meanings. • Analyze the author's choices to create effects. • Demonstrate understanding of figurative language. SHARE IDEAS • Write arguments to support claims. • Produce writing appropriate to task, purpose, and audience. • Apply reading standards to literature.	PREPARE TO VIEW/VIEW • Acquire and use general academic and domain-specific words and phrases. BUILD INSIGHT • Analyze the representation of a subject in two different mediums. SHARE IDEAS • Introduce a topic and organize information. • Develop a topic with relevant facts and examples.	-Write an Argumentative Essay

Skills and Standards	RI.2; W.10; SL.1.d; L.6	PREPARE TO VIEW/VIEW -Media Vocabulary L.6 BUILD INSIGHT -First Thoughts -Analysis RL.7 -Explore the Essential Question SHARE IDEAS -Research RL.7	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Read On and Reread RL.6; RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1; RL.3 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Synthesize Information W.7 -Literary Movement: Modernism RL.3; RL.6 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Denotative, Connotative, and Figurative Meanings RL.4; L.5 -Plot Structure RL.2; RL.3; RL.5 SHARE IDEAS -Writing: Pitch W.1; W.4 -Speaking and Listening: Debate SL.1.a; SL.3	PREPARE TO VIEW/VIEW -Media Vocabulary L.6 -Viewing Strategy: Take Notes BUILD INSIGHT -First Thoughts -Analysis RL.7 -Explore the Essential Question SHARE IDEAS -Writing: Visual Analysis W.2.a; W.2.b	W.1.; W.1.c; W.1.d; W.5
Assessments	Language Checkpoint	n/a	SELECTION TEST - Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Literary Movement: Modernism RL.3; RL.6 -Exit Ticket: Denotative, Connotative, and Figurative Meanings RL.4; L.5 -Exit Ticket: Plot Structure RL.5	n/a	n/a

Unit 3 continued	WRITER'S HANDBOOK: xxx	The Soldier of Mictlán by Rigoberto González Elliptical by Harryette Mullen Second Estrangement by Aracelis Girmay Poetry Collection NP	Revenge of the Geeks by Alexandra Robbins Argument 1050L	Encountering the Other: The Challenge for the 21st Century by Ryszard Kapuscinski Lecture 1310L	PERFORMANCE TASK: Speaking and Listening
Recommended Pacing	2 days	4 days	4 days	4 days	2 days
Lesson Objectives	-Planning and Prewriting-Drafting -Revising -Editing -Publishing and Presenting	PREPARE TO READ/READ • Support inferences with evidence. • Read and comprehend poetry. • Determine the meaning of words and phrases BUILD INSIGHT • Support inference with evidence. • Determine the theme of a poem. ANALYZE AND INTERPRET • Analyze an author's choices in structuring a text. STUDY LANGUAGE AND CRAFT • Analyze the impact of word choice on tone and meaning. • Consult reference materials to clarify word meaning. SHARE IDEAS • Develop and strengthen writing through planning and revising.	PREPARE TO READ/READ • Read and comprehend literary nonfiction. • Use context as a clue to word meaning. BUILD INSIGHT • Determine the connotative meaning of words. ANALYZE AND INTERPRET • Determine the central idea of a text. • Delineate arguments and claims. STUDY LANGUAGE AND CRAFT • Determine the connotative meanings of words. • Use parallel structure. SHARE IDEAS • Introduce precise claims. • Use technology to produce writing. • Integrate multiple sources of information.	PREPARE TO READ/READ • Determine the central idea of a text. • Determine the meaning of words as used in a text. • Consult reference materials to clarify word meaning. • Verify preliminary determination of word meaning. BUILD INSIGHT • Cite text to support evidence. • Analyze how an author develops claims. ANALYZE AND INTERPRET • Determine the central idea of a text. • Analyze how an author develops claims. • Delineate an argument and its claims. STUDY LANGUAGE AND CRAFT • Demonstrate command of standard English conventions. SHARE IDEAS	Present an Advertisement

				• Gather information from multiple sources. • Apply reading standards to nonfiction.	
Skills and Standards	W.1.a–e; W.5; W.6; W.10; L.1.b; L.2; L.2.a; L.2.b; L.3	PREPARE TO READ/READ -Concept Vocabulary L.6 -Reading Strategy: Make Inferences RL.1; RL.10 BUILD INSIGHT -First Thoughts -Comprehension RL.1 -Analysis and Discussion RL.1; RL.2 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Poetic Form RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin prefix en- L.4.c -Sound Devices RL.4 SHARE IDEAS -Writing: Poem W.5	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Make Connections BUILD INSIGHT -First Thoughts -Analysis and Discussion RI.4 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Argument, Claim, and Evidence RI.2; RI.8 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Denotation, Connotation, and Figurative Meanings RI.4 -Parallel Structure L.1.a SHARE IDEAS -Speaking and Listening: Multimedia Presentation W.1.a; W.6; SL.1.c; SL.2	PREPARE TO READ/READ -Concept Vocabulary RI.4; L.4.c; L.4.d -Reading Strategy: Evaluate Details RI.2 BUILD INSIGHT -First Thoughts -Summary -Analysis and Discussion RI.1; RI.5 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Argument, Claim, and Evidence RI.2; RI.5; RI.8 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Greek Root -log- -Punctuation L.2 SHARE IDEAS -Research: Research Report W.8; SL.2	RI.8; SL.3; SL.5
Assessments	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Poetic Form RL.5 -Exit Ticket: Latin prefix en- L.4.c -Exit Ticket: Sound Devices RL.4	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Argument, Claim, and Evidence RI.2; RI.8 -Exit Ticket: Denotation, Connotation, and Figurative Meanings RI.4	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Argument, Claim, and Evidence RI.2; RI.5; RI.8 -Exit Ticket: Greek Root -log- -Exit Ticket: Punctuation L.2	n/a

			-Exit Ticket: Parallel Structure L.1.a		
Unit 3 Independent Learning Texts					
Unit 3 continued	Personal Rakshasi by Suzan Palumbo Short Story 800L	The Orphan Boy and the Elk Dog Blackfoot, retold by Richard Erdoes and Alfonso Ortiz Origin Story 950L	By Any Other Name by Santha Rama Rau Memoir 1100L	from When I Was Puerto Rican by Esmeralda Santiago Memoir 900L	In My Country by Jackie Kay My Daughter Waits by the Door by Mir Mahfuz Ali Fences by Pat Mora Poetry Collection 2 NP
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary		
Unit 3 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		
Recommended Pacing	2 days	2 days	1 day		
Lesson Objectives	Throughout the unit, students encountered multiple perspectives about the importance of belonging. Now, they will take some time to reflect on the texts they explored. -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	In this unit, students read multiple perspectives about the importance of belonging. They also practiced writing an argumentative essay. Now, they will write an argumentative essay that reflects their new understanding of the Essential Question. -Write an Argumentative Essay			
Skills and Standards	W.9; W.10; SL.1; L.6	W.1			

Grade 10, Unit 4: Virtue and Vengeance ESSENTIAL QUESTION: What motivates us to forgive?					
	UNIT INTRODUCTION MENTOR TEXT: Neither Justice Nor Forgetting: Defining Forgiveness	The Tempest, Act I by William Shakespeare Drama NP	The Tempest, Act II by William Shakespeare Drama NP	The Tempest, Act III by William Shakespeare Drama NP	The Tempest, Act IV by William Shakespeare Drama NP
Recommended Pacing	1 day	6 days	4 days	4 days	3 days
Lesson Objectives	-Summary -Icebreaker -QuickWrite	PREPARE TO READ/READ • Summarize a text objectively. • Read and comprehend literature. BUILD INSIGHT • Summarize a text objectively. • Analyze the development of complex characters and their interactions. ANALYZE AND INTERPRET • Read and comprehend grade-level literature. SHARE IDEAS • Produce writing appropriate to task, purpose, and audience. • Draw evidence to support analysis, reflection, or research.	PREPARE TO READ/READ • Read and comprehend grade-level literature, including dramas. BUILD INSIGHT • Analyze a text citing evidence. • Summarize a text. • Analyze how characters advance a story's plot or develop its theme. ANALYZE AND INTERPRET • Analyze author's choices in structuring a text, ordering events, and manipulating time to create effects. STUDY LANGUAGE AND CRAFT • Analyze how characters advance a story's plot or develop its theme.	PREPARE TO READ/READ • Analyze author's choices in structuring a text, ordering events, and/or manipulation of time to create effects. • Read and comprehend literature. BUILD INSIGHT • Provide an objective summary of the text. • Analyze the development of complex characters. ANALYZE AND INTERPRET • Analyze the development of complex characters. • Analyze author's choices in structuring a text, ordering events, and/or manipulation of time to create effects. • Determine or clarify meaning of unknown words or phrases. SHARE IDEAS • Adapt speech to a variety of contexts and tasks.	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Summarize a text objectively. • Support inferences with evidence. ANALYZE AND INTERPRET • Determine or clarify the meaning of unknown words and phrases. • Apply knowledge of language to comprehend more fully when reading or listening. • Analyze the development of complex characters. STUDY LANGUAGE AND CRAFT • Analyze the effect of word choice on meaning and tone.
Skills and Standards	RL.2; W.10; L.6	PREPARE TO READ/READ -Concept Vocabulary	PREPARE TO READ/READ -Concept Vocabulary W.10	PREPARE TO READ/READ -Concept Vocabulary	PREPARE TO READ/READ -Concept Vocabulary

		-Reading Strategy: Summarize RL.2; RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.2; RL.3 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Concept Vocabulary -Word Study: Latin Suffix -ous L.4.d -Shakespeare's Romances RL.5; RL.10 SHARE IDEAS -Writing: Paraphrase W.4	-Reading Strategy: Annotate RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1; RL.3 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Concept Vocabulary L.4 -Word Study: Latin prefix sub- -Poetic Structure: Blank Verse RL.5 STUDY LANGUAGE AND CRAFT -Character Development and Setting RL.3; RL.6	-Reading Strategy: Make Predictions RL.5; RL.10 MEDIA CONNECTION RL.7 BUILD INSIGHT -First Thoughts -Summary -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Concept Vocabulary -Word Study: Foreign Words and Phrases L.4.c -Dramatic Structure RL.3; RL.5 SHARE IDEAS -Speaking and Listening: Dramatic Reading SL.6	-Reading Strategy: Generate Questions RL.10 BUILD INSIGHT -First Thoughts -Summary -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read L.6 -Dramatic Conventions RL.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Etymology: -Words from Sailing L.4.c -Dramatic Speeches RL.3; -Literary Devices: Motif RL.4
Assessments	Language Checkpoint	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Word Study: Latin Suffix -ous L.4.d -Exit Ticket: Shakespeare's Romances RL.10	SELECTION TESTS -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Word Study: Latin prefix sub- L.6 -Exit Ticket: Poetic Structure: Blank Verse RL.5 -Exit Ticket: Character Development and Setting RL.3	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Word Study: Foreign Words and Phrases L.4.c -Exit Ticket: Dramatic Structure RL.3; RL.6	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Dramatic Conventions RL.3 -Exit Ticket: Word Study: Etymology: Words from Sailing L.3; L.4.c -Exit Ticket: Literary Devices: Motif RL.4
Unit 4 continued	The Tempest, Act V by William Shakespeare Drama NP	En el Jardín de los Espejos Quebrados, Caliban Catches a Glimpse of His Reflection by Virgil Suárez Poetry NP	PERFORMANCE TASK: Writing	WRITER'S HANDBOOK: Literary Analysis Essay	The Timeless Bard: "Translating" Shakespeare for Today's Audiences by Rhea Summers

					Shakespeare in Modern English? by James Shapiro 1080L, 1190L
Recommended Pacing	3 days	3 days	2 days	2 days	4 days
Lesson Objectives	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Support inferences with evidence. • Analyze subjects or scenes. ANALYZE AND INTERPRET • Analyze author's choices in structuring a text, ordering events, and/or manipulation of time to create effects. • Conduct research to answer a question or solve a problem. • Gather reliable print and digital resources. STUDY LANGUAGE AND CRAFT • Determine figurative and connotative meanings. • Determine or clarify meaning of unknown words or phrases. • Analyze nuances in word meanings with similar denotations. SHARE IDEAS • Write arguments. • Draw evidence from a text to support analysis, reflection, or research. • Come to discussions prepared.	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Support inference with evidence. ANALYZE AND INTERPRET • Spell correctly. COMPARE TEXTS • Analyze point of view or cultural experience reflected in world literature. • Analyze the representation of a subject in two different mediums. • Analyze how an author draws on source materials. • Apply reading standards to literature.	-Write a Literary Analysis Essay	-Planning and Prewriting -Drafting -Revising -Editing -Publishing and Presenting	PREPARE TO READ/READ • Provide an objective summary of the text. • Read and comprehend literary nonfiction. • Use a dictionary to find the definition of a word. BUILD INSIGHT • Support inference with evidence. ANALYZE AND INTERPRET • Analyze how the author unfolds an analysis or series of ideas or events. • Evaluate the argument and claims in a text. STUDY LANGUAGE AND CRAFT • Analyze how an author uses rhetoric to advance a point of view or purpose. • Identify false statements and fallacious reasoning. SHARE IDEAS • Adapt speech to a variety of contexts and tasks using formal English.

Skills and Standards	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Make Predictions RL.10 MEDIA CONNECTION RL.7 BUILD INSIGHT -First Response -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Develop a Research Plan W.7; W.8 -Resolution and Epilogue RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary RL.4 -Word Study: Latin Root -pen- L.4.b; L.5.b -Poetic Structures: Rhymes RL.5 SHARE IDEAS -Writing: Interpretive Essay W.2.d; W.2.e; W.9.a -Speaking and Listening: Panel Discussion SL.4	PREPARE TO READ/READ -Compare Texts -Reading Strategy: Create Mental Images RL.10 BUILD INSIGHT -First Response -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Concept Vocabulary -Word Study: Spelling Rules: Adding Suffixes L.2.c COMPARE TEXTS -Word Study: Writing to Compare RL.3; RL.6; RL.7; RL.9; W.9.a	W.1; W.5; W.10	W.1.a–e; W.5; W.6; W.9.a; W.9.b; W.10; L.1.a; L.2	PREPARE TO READ/READ -Concept Vocabulary L.4.c -Reading Strategy: Paraphrase and Summarize RI.2; RI.10 BUILD INSIGHT -First Thoughts -Analysis and Discussion RI.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Development of Arguments RI.3; RI.8 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Roots -loqu- and -locut- -Rhetorical Devices and Logical Fallacies RI.6; RI.8 SHARE IDEAS -Speaking and Listening: Modernized Scene SL.6; L.6
Assessments	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Resolution and Epilogue RL3; RL.5 -Exit Ticket: Word Study: Latin Root -pen- L.4.b; L.5.b -Exit Ticket: Poetic Conventions: Types of Rhyme RL.4	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Word Study: Spelling Rules: Adding Suffixes L.2.c -Exit Ticket: Writing to Compare RL.6; RL.7; RL.9; W.9.a			SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Development of Arguments RI.3; RI.8 -Exit Ticket: Word Study: Latin Roots -loqu- and -locut- L.4.c -Exit Ticket: Rhetorical Devices and Logical Fallacies RI.6; RI.8

Unit 4 continued	Understanding Forgiveness PBS Media	Poetry Collection 1 A Poison Tree by William Blake Under a Certain Little Star by Wisława Szymborska, translated by Joanna Trzeciak Poetry NP	Señor Noboa by Raul Leis Short Story 1170L	PERFORMANCE TASK: Speaking and Listening	
Recommended Pacing	3 days	3 days	3 days	2 days	
Lesson Objectives	PREPARE TO READ/READ • Analyze the cumulative impact of specific word choices on meaning and tone. • Use context to determine the meaning of a word or phrase. BUILD INSIGHT • Provide an objective summary of a text. • Make inferences, and support with text evidence. ANALYZE AND INTERPRET • Consult reference materials to determine or clarify a precise meaning, part of speech, or etymology of a word. STUDY LANGUAGE AND CRAFT • Draw evidence from a text to support analysis, reflection or research. SHARE IDEAS • Introduce precise claim(s). • Develop claim(s) and counterclaims fairly.	PREPARE TO READ/READ • Determine or clarify meaning of unknown words and phrases. • Determine theme and analyze its development. • Read and comprehend literature. BUILD INSIGHT • Support inferences with evidence. ANALYZE AND INTERPRET • Spell correctly. • Determine or clarify meaning of unknown words and phrases. • Analyze how an author draws on source materials. STUDY LANGUAGE AND CRAFT • Determine the meaning of words and phrases in context. • Analyze point of view or cultural experience reflected in world literature. SHARE IDEAS • Produce writing appropriate to task, purpose, and audience.	PREPARE TO READ/READ • Determine or clarify meaning of unknown words or phrases. • Analyze point of view or cultural experience reflected in world literature BUILD INSIGHT • Summarize a text objectively. • Support inferences with evidence. ANALYZE AND INTERPRET • Determine or clarify meaning of unknown words and phrases. • Determine the central idea and analyze its development. • Analyze character interactions. • Analyze author's choices in structuring a text, ordering events, and/or manipulation of time to create effects. • Analyze point of view or cultural experience reflected in world literature. STUDY LANGUAGE AND CRAFT	Present a Talk Show	

		• Apply reading standards to literature. • Write for a range of tasks, purposes, and audiences.	• Analyze author's choices in structuring a text, ordering events, and/or manipulation of time to create effects. SHARE IDEAS • Write narratives.		
Skills and Standards	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Make Predictions RI.4 BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis and Discussion RI.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Text and Graphic Features STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Prefix re- L.4.c -Active and Passive Voice SHARE IDEAS -Writing: Position Paper W.1.a; W.1.b; W.9.b	PREPARE TO READ/READ -Concept Vocabulary L.4.c -Reading Strategy: Read Aloud RL.10 BUILD INSIGHT -First Thoughts -Analysis and Discussion RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read RL.4 -Diction, Satire, and Voice RL.4 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Animal Words L.6 -Rhetorical Devices RL.4; L.5.a SHARE IDEAS -Writing: Lyric Poem W.4; W.10	PREPARE TO READ/READ -Concept Vocabulary L.4.c -Reading Strategy: Make Inferences RL.1; RL.6 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis and Discussion RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Develop Research Skills W.7 -Development of Theme RL2; RL.3; RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary L.4.c -Word Study: Word Origins: Mythology -Irony RL.5 SHARE IDEAS -Writing: Retelling W.3.a; W.3.b; W.3.d	SL.1.a; SL.3	
Assessments	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Text and Graphic Features -Exit Ticket: Latin Prefix re- L.4.c	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Diction, Satire, and Voice RL.9	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Development of Theme RL2; RL.3; RL.5; RL.6	n/a	

	-Exit Ticket: Active and Passive Voice W.9.b	-Exit Ticket: Word Study: Animal Words L.2.c; L.4.d -Exit Ticket: Rhetorical Devices RL.4; RL.6	-Exit Ticket: Word Study: Word Origins: Mythology L.4.b -Exit Ticket: Irony RI.5		
Unit 4 Independent Learning Texts					
Unit 4 continued	The Sun Parlor by Dorothy West Essay 980L	Poetry Collection 2 This Morning I Pray for My Enemies by Joy Harjo Phase One by Dilruba Ahmed Poetry NP	The Forgiveness Project: Eric Lomax by Eric Lomax Nonfiction 880L	A Dish Best Served Cold by Aminatta Foma Book Review 1010L	
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	
Unit 4 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		
Recommended Pacing	2 days	2 days	1 day		
Lesson Objectives	In this unit, students encountered multiple perspectives on what motivates us to forgive. Now, they will take some time to reflect on the texts they explored. -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	In this unit, students read multiple perspectives on what motivates us to forgive. They also practiced writing an argumentative essay. Now, they will write an argumentative essay that reflects their new understanding of the Essential Question. -Write an Argumentative Essay			
Skills and Standards	W.10; SL.1; L.6	W.1			

Grade 10, Unit 5: All That Glitters ESSENTIAL QUESTION: What do our possessions reveal about us?					
	UNIT INTRODUCTION MENTOR TEXT: I Came, I Saw, I Shopped Informative Text 990L	What We Carried by Jim Lommasson, Divine Irambona, Mariamou Abdoulye, Bernal Cruz, and Kawthar Abid Photo Gallery Media	The Necklace by Guy de Maupassant, translated by Andrew MacAndrew Short Story 910L	Avarice by Yusef Komunyakaa The Good Life by Tracy K. Smith Money by Reginald Gibbons The Golden Deer by Srinjay Chakravarti Poetry Collection NP	PERFORMANCE TASK: Writing
Recommended Pacing	2 days	1 day	5 days	4 days	2 days
Lesson Objectives	-Summary -Icebreaker -QuickWrite	PREPARE TO VIEW/VIEW • Use general academic and domain-specific words. BUILD INSIGHT • Write routinely for a range of purposes. • Use digital media to enhance presentations.	PREPARE TO READ/READ • Analyze point of view or cultural experience reflected in world literature. BUILD INSIGHT • Cite textual evidence to support analysis. ANALYZE AND INTERPRET • Analyze a point of view or cultural experience reflected in world literature. • Integrate information following a standard citation format. STUDY LANGUAGE AND CRAFT • Analyze how an author's choices create effects. • Identify and correctly use patterns of word changes that indicate different meanings. • Demonstrate understanding of nuances in word meaning.	PREPARE TO READ/READ • Read and comprehend poetry. BUILD INSIGHT • Cite textual evidence to support inference. ANALYZE AND INTERPRET • Analyze how an author's choices create effects. • Analyze point of view or cultural experience reflected in world literature. STUDY LANGUAGE AND CRAFT • Determine the connotative meaning of words. Analyze the impact of specific word choices. • Analyze nuances in the meaning of words with similar denotations. SHARE IDEAS • Write narratives to develop events.	-Write a Research Report

			SHARE IDEAS • Establish one or multiple point(s) of view. • Use precise words and phrases to convey a vivid picture of experiences, events, setting, and/or character. • Adapt speech to a variety of contexts and tasks.		
Skills and Standards	RI.2; SL.1; L.6	PREPARE TO VIEW/VIEW -Media Vocabulary L.6 -Viewing Strategy: Synthesize Information BUILD INSIGHT -First Thoughts -Analysis -Share Ideas: Visual Expression W.10; SL. 5	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Make Connections RL.6; RL.10 BUILD INSIGHT -First Thoughts -Summary -Analysis RL.1; RL.3 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Display Academic Citations W.8 -Setting and Plot RL.6 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Root -splend- L.4.b; L.5 -Situational Irony RL.5 SHARE IDEAS -Writing: Diary Entry W.3.a; W.3.d -Speaking and Listening: Monologue SL.6	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Reread RL.10 BUILD INSIGHT -First Thoughts -Comprehension -Analysis RL.1; RL.4 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Poetic Text Structure RL.5 STUDY LANGUAGE AND CRAFT - Concept Vocabulary -Word Study: Denotation and Connotation RL.4; L.5; L.5.b -Poetic Language RL.4 SHARE IDEAS -Writing: Short Story W.3; W.3.c	W.2; W.7; W.10
Assessments	Language Checkpoint	n/a for Media	SELECTION TEST	SELECTION TEST	n/a

			-Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Historical and Cultural Setting RL.6 -Exit Ticket: Latin Root -splend- L.4.b; L.5 -Exit Ticket: Situational Irony RL.5	-Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Poetic Text Structure RL.5; RL.6 -Exit Ticket: Denotation and Connotation RL.4; L.5.b -Exit Ticket: Poetic Language RL.4	
Unit 5 continued	WRITER'S HANDBOOK: Research Report	In La Rinconada, Peru Searching for Beauty in Ugliness by Marie Arana Journalism 1240L	COMPARE The Golden Touch by Nathaniel Hawthorne Short Story 1130L	COMPARE from King Midas by Howard Moss Poetry NP	My Possessions, Myself by Russell W. Belk Magazine Article 1250L
Recommended Pacing	2 days	5 days	5 days	5 days	4 days
Lesson Objectives	-Planning and Prewriting -Drafting -Revising -Editing -Publishing and Presenting	PREPARE TO READ/READ • Read and comprehend literary nonfiction. • Use context clues to determine word meaning. BUILD INSIGHT • Cite textual evidence to support inferences. • Analyze various accounts of a subject in different mediums. ANALYZE AND INTERPRET • Determine the central idea of a text and analyze its development. • Analyze how points are introduced and developed. STUDY LANGUAGE AND CRAFT • Analyze the cumulative impact of specific word choices on meaning and tone.	PREPARE TO READ/READ • Analyze how an author draws on source material. • Use context clues to determine word meaning. BUILD INSIGHT • Cite text evidence to support inference. ANALYZE AND INTERPRET • Analyze an author's choices in creating effects. STUDY LANGUAGE AND CRAFT • Use phrases and clauses to convey meanings. • Analyze nuances in the meaning of words with similar denotations.	PREPARE TO READ/READ • Use context clues to determine word meaning. BUILD INSIGHT • Analyze the representation of a subject in two different mediums. • Respond thoughtfully to diverse perspectives. ANALYZE AND INTERPRET • Analyze author's choices in structuring a text, ordering events, and/or manipulation of time to create effects. STUDY LANGUAGE AND CRAFT • Analyze author's choices in structuring a text, ordering events, and/or manipulation of time to create effects.	PREPARE TO READ/READ • Provide an objective summary of a text. • Read and comprehend literary nonfiction. BUILD INSIGHT • Cite textual evidence to support analysis. • Pose and respond to questions. ANALYZE AND INTERPRET • Determine and analyze a central idea of a text. • Analyze how points are introduced and developed. • Analyze how an author's claims are developed and refined.

		• Identify and correctly use patterns of word changes that indicate different meanings. SHARE IDEAS • Gather relevant information from multiple sources.		TEST PRACTICE • Analyze the representation of a subject in two different mediums. • Analyze how an author draws on source material.	STUDY LANGUAGE AND CRAFT • Use a semicolon to link two or more independent clauses.
Skills and Standards	W.2.a–f; W.5; W.7; W.8; W.10; SL.2; SL.4; L.3.a	PREPARE TO READ/READ -Concept Vocabulary L.4 -Reading Strategy: Generate Questions RI.10 BUILD INSIGHT -First Thoughts -Summary -Analysis and Discussion RI.1 -Explore the Essential Question RI.7 ANALYZE AND INTERPRET -Close Read -Journalism and Text Structure RI.2; RI.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Root -temp- L.4.b -Author's Style: Imagery RI.4 SHARE IDEAS -Research: Research Presentation W.6; W.8	PREPARE TO READ/READ -Concept Vocabulary L.4.c -Reading Strategy: Make Predictions RL.9 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis and Discussion RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Narrative Structure RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary L.5.b -Word Study: Latin Root -lus- L.5.b -Dependent Clauses L.1.b	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Paraphrase RL.10 BUILD INSIGHT -First Thoughts -Comprehension -Analysis and Discussion SL.1.d -Explore the Essential Question ANALYZE AND INTERPRET -Close Read RL.7 -Poetic Structures RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Root -dur- -Poetic Conventions: Meter RL.5 TEST PRACTICE -Comparing Fiction and Poetry RL.7; RL.9 TIMED WRITING -Comparison-and-Contrast Essay W.9; W.9.a	PREPARE TO READ/READ -Concept Vocabulary L.4.b -Reading Strategy: Summarize RI.2; RI.10 BUILD INSIGHT -First Thoughts -Summary -Analysis and Discussion RI.1; SL.1.c -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Science Journalism: Thesis and Evidence RI.2; RI.3; RI.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Prefixes uni- and un- -Punctuation: Commas and Semicolons L.2.a

Assessments	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Journalism and Text Structure RI.2; RI.3 -Exit Ticket: Latin Root -temp- L.4.b -Exit Ticket: Diction, Syntax, and Voice RI.4	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Narrative Structure RL.5 -Exit Ticket: Latin Root -lus- L.5.b -Exit Ticket: Dependent Clauses L.1.b	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Poetic Structures: Stanzas and Rhyme RL.5 -Exit Ticket: Latin Root -dur- -Exit Ticket: Poetic Conventions: Meter RL.5	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Science Journalism: Thesis and Evidence RI.2; RI.3; RI.5 -Exit Ticket: Prefixes uni- and un- -Exit Ticket: Punctuation: Commas and Semicolons
Unit 5 continued	PERFORMANCE TASK: Speaking and Listening				
Recommended Pacing	2 days				
Lesson Objectives	-Give and Follow Instructions				
Skills and Standards	W.2; W.2.d; SL.4				
Assessments	n/a				
Unit 5 Independent Learning Texts					
Unit 5 continued	The Gold Series: The History of Gold by Jeff Desjardins Informational Graphic Media	A Dose of What the Doctor Never Orders by Ihara Saikaku, translated by G. W. Sargent Short Story 1300L	Heirlooms' Value Shifts from Sentiment to Cash by Rosa Salter Rodriguez News Article 1110L	The Three-Piece Suit by Ali Deb, translated by Alice Copple-Tošic Short Story 1100L	
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	
Unit 5 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		
Recommended Pacing	2 days	2 days	1 day		

Lesson Objectives	In this unit, students encountered multiple perspectives about what our possessions reveal about us. Now, they will take some time to reflect on the texts they explored. -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	In this unit, students read multiple perspectives about what our possessions reveal about us. They also practiced writing an informative essay. Now, they will write an informative essay that reflects their new understanding of the Essential Question. -Write an Informative Essay			
Skills and Standards	W.10; SL.1; L.6	W.2; W.2.b; W.10			

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Grade 9 Curriculum Map

GRADE-LEVEL UNIT & PERFORMANCE TASK OVERVIEW

	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
Theme	Survival	Promise and Progress	Crazy, Stupid Love	Journeys of Transformation	The Things We Make
Essential Question	What qualities help us survive?	How can words inspire change?	What is true love?	How do we learn who we truly are?	Which defines us more, nature or technology?
Performance Task: Writing	Argument	Research Report	Literary Analysis Essay	Explanatory Essay	Short Story
Performance Task: Speaking & Listening	Deliver a Multimedia Presentation	Deliver a Radio Feature	Deliver an Advertisement	Give and Follow Instructions	Deliver a Poster Presentation
Performance-Based Assessment	Argument	Informative Essay	Argument	Explanatory Essay	Short Story

GRADE-LEVEL TABLE OF CONTENTS

UNIT 1	Selection Title	Author	Genre	Lexile
Unit Theme	Survival			
Essential Question	What qualities help us survive?			
Performance Task Mode	Argument			
Mentor Text	Everyone Should Learn Basic First Aid		Argument Model	1050

Whole-Class Learning	Compare: Through the Tunnel	Doris Lessing	Short Story	850
	Compare: The Seventh Man	Haruki Murakami	Short Story	910
	The Moral Logic of Survivor Guilt	Nancy Sherman	Editorial	1100
Peer-Group Learning	Compare: The Voyage of the James Caird	Caroline Alexander	Narrative Nonfiction	1160
	Compare: The Endurance and the James Caird in Images	Frank Hurley	Media: Photo Gallery	n/a
	from Life of Pi	Yann Martel	Novel Excerpt	870
	The Value of a Sherpa Life	Grayson Schaffer	Argument	1230
	Poetry Collection: I Am Offering this Poem	Jimmy Santiago Baca	Poem	NP
	Poetry Collection: The Forest Through the Trees	Rena Priest	Poem	NP
	Poetry Collection: blessing the boats	Lucille Clifton	Poem	NP
Independent Learning	The Most Dangerous Game	Richard Connell	Short Story	740
	from Unbroken	Laura Hillenbrand	Biography	910
	Poetry Collection: Problems with Hurricanes	Victor Cruz	Poem	NP
	Poetry Collection: Children Walk on Chairs to Cross a Flooded Schoolyard	Patrick Rosal	Poem	NP
	Poetry Collection: Hugging the Jukebox	Naomi Shihab Nye	Poem	NP
	The Key to Disaster Survival? Friends and Neighbors	Shankar Vendatam	Media: Radio Broadcast	n/a
	Preparedness 101: Zombie Apocalypse	Ali S. Kahn	Brochure	1310
UNIT 2	**Selection Title**	**Author**	**Genre**	**Lexile**
Unit Theme	Promise and Progress			
Essential Question	How can words inspire change?			

Performance Task Mode	Research Report			
Mentor Text	Wangarĩ Maathai: Like the Hummingbird		Informative Model	940
Whole-Class Learning	Remembering Civil Rights History, When "Words Meant Everything"	PBS NewsHour	Newcast	n/a
	Compare: "I Have a Dream"	Dr. Martin Luther King Jr.	Speech	1140
	Media Connection: I Have a Dream	Dr. Martin Luther King Jr.	Video	n/a
	Compare: Letter from Birmingham Jail	Dr. Martin Luther King Jr.	Letter	1190
	Poetry Collection: For My People	Margaret Walker	Poem	NP
	Poetry Collection: Incident	Natasha Trethewey	Poem	NP
Peer-Group Learning	The Friendship Bench	Yvette Lisa Ndlovu	Flash Fiction	720
	Poetry Collection: Praise Song for the Day	Elizabeth Alexander	Poem	NP
	Poetry Collection: There Are Birds Here	Jamaal May	Poem	NP
	Poetry Collection: Who Burns for the Perfection of Paper	Martín Espada	Poem	NP
	Poetry Collection: A Center	Ha Jin	Poem	NP
	How Civil Rights Groups Used Photography for Change	Ashwanta Jackson	Informational	1350
Independent Learning	John Leguizamo: The First Time I Faced a Hostile Audience	John Leguizamo	Newspaper Article	900
	Sheyann Webb from Selma, Lord, Selma	as told to Frank Sikora	Oral History	900
	How NYC's First Puerto Rican Librarian Brought Spanish to the Shelves	Neda Ulaby	Media: Radio Feature	n/a
	Remarks on the Assassination of Martin Luther King, Jr.	Robert F. Kennedy	Media: Speech	n/a
UNIT 3	**Selection Title**	**Author**	**Genre**	**Lexile**
Theme	Crazy, Stupid Love			

Essential Question	What is true love?			
Performance Task Mode	Literary Analysis Essay			
Mentor Text	Romeo and Juliet: A Tragedy? Or Just a Tragic Misunderstanding?		Argumentative Text	950
Whole-Class Learning	Compare: The Tragedy of Romeo and Juliet, Act I-V	William Shakespeare	Drama	NP
	Media Connection: LA Theaterworks	LA Theaterworks	Audio	n/a
	Media Connection: Romeo and Juliet in 60 Seconds		Audio	n/a
	Compare: Pyramus and Thisbe	Ovid, retold by Edith Hamilton	Short Story	870
Peer-Group Learning	Compare: Romeo and Juliet Is a Terrible Play . . .	Alyssa Rosenberg	Literary Criticism	1310
	Compare: "Romeo and Juliet" and the Hard Parts of Love	Ada Calhoun	Nonfiction	1230
	American History	Judith Ortiz Cofer	Short Story	1000
	Poetry Collection: Futility	Claude Mckay	Poem	NP
	Poetry Collection: How Do I Love Thee? from Sonnets From the Portuguese (Sonnet 43)	Elizabeth Barrett Browning	Poem	NP
	Poetry Collection: Sonnet XVII from One Hundred Love Sonnets	Pablo Neruda translated by Mark Eisner	Poem	NP
Independent Learning	The Voice of the Enemy	Juan Villoro	Short Story	700
	Poetry Collection: Music	Elizabeth Acevedo	Poem	NP
	Poetry Collection: Heart to Heart	Rita Dove	Poem	NP
	If Romeo and Juliet Had Cell Phones	Misty Harris	Newspaper Article	1450
UNIT 4	**Selection Title**	**Author**	**Genre**	**Lexile**
Theme	Journeys of Transformation			

Essential Question	How do we learn who we truly are?			
Performance Task Mode	Explanatory Essay			
Mentor Text	The “Armchair Traveler” and the Brain	n/a	Explanatory Model	930
Whole-Class Learning	Compare: from the Odyssey, Parts 1 & 2	Homer, translated by Robert Fitzgerald	Epic poem	NP
	Media Connection: Everything You Need to Know to Read Homer's Odyssey	Jill Dash	TED-Ed Video	NA
	Lit Connection: An Ancient Gesture	Edna St. Vincent Millay		NA
	Compare: from The Odyssey: A Graphic Novel	Gareth Hinds	Graphic novel	NA
Peer-Group Learning	from The Hero’s Adventure	Bill Moyers, Joseph Campbell	Interview	1200
	Rules of the Game from The Joy Luck Club	Amy Tan	Novel Excerpt	1000
	Poetry Collection: A House Called Tomorrow	Alberto Ríos	Poem	NP
	Poetry Collection: Ithaka	C. P. Cavafy	Poem	NP
	Poetry Collection: Hurricane Hits England	Grace Nichols	Poem	NP
	The Writing on the Wall	Camille Dungy	Blog Post	1160
Independent Learning	Golden Glass	Alma Luz Villanueva	Short Story	1000
	Poetry Collection: For Calling the Spirit Back from Wandering the Earth in Its Human Feet	Joy Harjo	Poem	NP
	Poetry Collection: A Journey	Nikki Giovanni	Poem	NP
	Poetry Collection: The Road Not Taken	Robert Frost	Poem	NP
	The Prom	Dante Jackson	Media: Video	n/a
	The Return	Ngugi wa Thiong’o	Short Story	670
UNIT 5	**Selection Title**	**Author**	**Genre**	**Lexile**

Theme	The Things We Make			
Essential Question	Which defines us more, nature or technology?			
Performance Task Mode	Short Story			
Mentor Text	The Lamp at the Turning	E. Lily Yu	Short Story	1110
Whole-Class Learning	Compare: There Will Come Soft Rains	Ray Bradbury	Short Story	920
	Compare: By the Waters of Babylon	Stephen Vincent Benet	Short Story	810
Peer-Group Learning	The Mystery of the Indestructible Beetle	Lulu Miller	Nonfiction	920
	Snowstorm	Bruna Dantas Lobato	Short Story	770
	Compare: Anika Yi, In Love with the World	Tate Modern, Anika Yi	Nonfiction	1130
	Compare: Ask the Artist: Questions for Anicka Yi or Anicka Yi talks about her new Tate installation	Tate Modern, Anika Yi	Media: Video	n/a
Independent Learning	Medieval Eyeglasses: Wearable Technology of the Thirteenth Century	Danièle Cybulskie	Article	1210
	Poetry Collection: Chemistry 101 from Carver: A Life in Poems	Marilyn Nelson	Poem	NP
	Poetry Collection: Telescopes	Ted Kooser	Poem	NP
	Poetry Collection: Webcam Sonnet 4: Now	Sheenagh Pugh	Poem	NP
	The Machine Stops	E. M. Forster	Short Story	690
	A Visit to the Doomsday Vault	60 Minutes, Scott Pelley	Media: Newscast	n/a

UNIT 1 OVERVIEW

THEME Survival	**ESSENTIAL QUESTION** *What qualities help us survive?*
RELEVANCE AND AGENCY Students begin this unit with a discussion about the universality of guilt. They discuss how everyone feels guilty about something at one time or another. It could be canceling a date with a friend at the last minute or not doing well on a test. Across the unit, students read literary and informational selections about the guilt survivors of extreme and everyday experiences sometimes feel and how that affects their lives. They also consider whether social position and survival are connected. Students are invited to research the communities and survival experiences explored in the unit (tsunamis, soldiers returning from war, shipwreck, Nepal's Sherpa community, and more).	
UNIT GOALS ● Read texts that explore different ways of thinking about survival and develop my own perspective. ● Understand and use academic vocabulary related to argumentative texts. ● Recognize and analyze various literary devices. ● Read a selection of my choice independently and make meaningful connections to other texts and ideas. ● Write a well-structured and cohesive argumentative essay. ● Collaborate, build on others' ideas, develop consensus, and communicate effectively. ● Prepare and deliver an effective multimedia presentation.	**PERFORMANCE TASKS** **Mid-Unit Performance Tasks** ● Write a well-structured and cohesive **argumentative essay** in which you state and defend a position on the following question: To what extent should people in life-or-death situations be held accountable for their actions? ● Work with your group to deliver a **multimedia presentation** that provides useful information for your audience and expresses a clear point of view about this question: If you were leading a hike in the wilderness, what survival tools or skills would you require your group to have? **End-of-Unit Performance-Based Assessments** ● Write an **argumentative essay** in which you synthesize information you learned in this unit with your own ideas to respond to the Essential Question: What qualities help us survive? **Develop Your Perspective: Unit Projects** Students choose how to demonstrate their learning through: ● Write a poem using at least three of the Concept Vocabulary words you learned while working in this unit. ● Create a poster that combines at least one quotation from the unit texts, your own writing, and visual elements, such as photos, drawings, or found pictures. ● With a partner or small group, hold a discussion about the following quotation: "Friendship is unnecessary. . . It has no survival value; rather it is one of those things that give value to survival." —C. S. Lewis

UNIT STANDARDS
READING LITERATURE RL.1; RL.2; RL.3; RL.4; RL.5; RL.6; RL.10 **READING INFORMATIONAL TEXT** RI.1; RI.4; RI.5; RI.6; RI.7; RI.8; RI.10 **WRITING** W.1; W.1.a; W.1.b; W.1.c; W.2; W.2.a; W.2.c; W.2.d; W.2.e; W.4; W.5; W.6; W.7; W.8; W.9; W.9.a; W.10 **SPEAKING & LISTENING** SL.1; SL.1.a; SL.1.b; SL.1.c; SL.1.d; SL.2; SL.4; SL.5; SL.6 **LANGUAGE** L.1; L.1.a; L.1.b; L.2; L.2.a; L.2.b; L.3; L.4; L.4.a; L.4.b; L.4.c; L.4.d; L.5; L.5.b; L.6

UNIT 2 OVERVIEW

THEME Promise and Progress	**ESSENTIAL QUESTION** *How can words inspire change?*
RELEVANCE AND AGENCY Throughout this unit, students discuss how progress is challenging to implement, and they read about the challenges others faced in obtaining civil rights. Working with written and oral contributions from key figures of the civil rights movement, students discuss the relevance of these works and their authors in the ongoing movement toward civil rights today. They also read poems that capture the fear and hope that come with living in a marginalized position. Among the many agency-driven tasks in the unit, students conduct and present research about a person they think was or is an effective advocate for positive change.	
UNIT GOALS ● Read texts that explore ideas about promise and progress and develop my own perspective. ● Understand and use academic vocabulary when speaking and writing about informational texts. ● Recognize and analyze elements of different genres, including nonfiction, poetry, and fiction. ● Read a selection of my choice independently and make meaningful connections to other texts and ideas. ● Write a well-organized and cohesive research report. ● Collaborate, build on others' ideas, develop consensus, and communicate effectively. ● Work with others to write and present an informative and entertaining radio feature.	**PERFORMANCE TASKS** **Mid-Unit Performance Tasks** ● Write a focused, well-structured, and cohesive **research report** about a person who you think was an effective or even heroic advocate for positive change. ● Work with your group to write and present a **radio feature** that focuses on a project, person, or organization that created positive change in your community. **End-of-Unit Performance-Based Assessments** ● Write an **informative essay** in which you synthesize information you learned in this unit with your own ideas to respond to the Essential Question: How can words inspire change? **Develop Your Perspective: Unit Projects** Students choose how to demonstrate their learning through: ● Write a song inspired by the unit theme, authors, characters, or speakers.

	• Create a social media post that combines at least one quotation from the unit texts, a paragraph of your own writing, and visual elements that illustrate your post. • With a partner or small group, hold a discussion about the following quotation: "Look up and not down, look forward and not back, look out and not in, and lend a hand!" —Edward Everett Hale

UNIT STANDARDS

READING LITERATURE RL.1; RL.2; RL.3; RL.4; RL.5; RL.6; RL.10
READING INFORMATIONAL TEXT RI.1; RI.2; RI.3; RI.4; RI.5; RI.6; RI.8; RI.9; RI.10
WRITING W.2; W.2.a; W.2.b; W.2.c; W.2.e; W.2.f; W.3; W.3.a W.3.b; W.3.c; W.3.d; W.3.e; W.4; W.5; W.6; W.7; W.8; W.9; W.9.a; W.9.b; W.10
SPEAKING & LISTENING SL.1; SL.1.a; SL.1.b; SL.1.c; SL.1.d; SL.2; SL.3; SL.4; SL.5; SL.6
LANGUAGE L.1; L.1.a; L.1.b; L.2.c; L.3; L.3.a; L.4.a; L.4.b; L.4.c; L.4.d; L.5; L.5.b; L.6

UNIT 3 OVERVIEW

THEME Crazy, Stupid Love	**ESSENTIAL QUESTION** *What is true love?*
RELEVANCE AND AGENCY Students begin this unit by voting for the fairy-tale couple that is the best example of true love. They talk about how the search for true love is the topic of countless stories, plays, and poems and they question why certain individuals are drawn to one another. Throughout the unit, students read literary and informational texts about the topic of love and they explore greater freedom in relationships across social groups because of the impact of modern communications.	
UNIT GOALS • Read texts that explore ideas about love, and develop my own perspective. • Understand and use academic vocabulary related to argumentative texts. • Recognize and analyze elements of different genres, including drama and poetry. • Read a selection of my choice independently and make meaningful connections to other texts and ideas. • Write a well-structured and cohesive literary analysis essay. • Collaborate, build on others' ideas, develop consensus, and communicate effectively. • Prepare and deliver a persuasive advertisement.	**PERFORMANCE TASKS** **Mid-Unit Performance Tasks** • Write a **literary analysis essay** about a literary work you recently read. The work you choose should be one that sparked a strong reaction in you—you may have loved it, disliked it, or been troubled by it in some way. • With your group, develop an **advertisement** in which you use at least one rhetorical device and one logical fallacy. Possible Products/Services: Become a Critic! Writing School: Use details from Rosenberg's and Calhoun's works. Personalized Scrapbook: Use details from "American History." Valentine's Day Poem Ghostwriters: Use details from Poetry Collection 1. **End-of-Unit Performance-Based Assessments**

	• Write an **argumentative essay** in which you use textual evidence as well as your personal experiences and observations to respond to the Essential Question: What is true love? **Develop Your Perspective: Unit Projects** Students choose how to demonstrate their learning through: • Write an advice column inspired by the selections in this unit. • Create a collage that captures your response to the texts in the unit. • With a partner or small group, hold a discussion about the following quotation: "All love that has not friendship for its base, is like a mansion built upon the sand." —Ella Wheeler Wilcox
UNIT STANDARDS **READING LITERATURE** RL.1; RL.2; RL.3; RL.4; RL.5; RL.6; RL.7; RL.9; RL.10 **READING INFORMATIONAL TEXT** RI.1; RI.2; RI.6; RI.8; RI.10 **WRITING** W.1; W.1.a; W.1.b; W.1.c; W.1.d; W.1.e; W.2; W.2.b; W.2.f; W.3; W.3.c; W.3.d; W.3.e; W.4; W.5; W.6; W.8; W.9; W.9.a; W.9.b; W.10 **SPEAKING & LISTENING** SL.1; SL.1.c; SL.1.d; SL.3; SL.4; SL.5; SL.6 **LANGUAGE** L.1; L.1.a; L.1.b; L.2; L.2.a; L.2.b; L.2.c; L.3; L.3.a; L.4; L.4.a; L.4.b; L.4.c; L.4.d; L.5; L.5.a; L.5.b; L.6	

UNIT 4 OVERVIEW

THEME Journeys of Transformation	**ESSENTIAL QUESTION** *How do we learn who we truly are?*
RELEVANCE AND AGENCY At the start of this unit, students describe what people might learn from reading about a journey. They discover that there are different types of journeys both physical and mental/emotional, each catalysts for learning something new or a truth about ourselves. While reading one of the unit's core texts, The Odyssey, students discuss the following perspective-centering questions: Can one person be both a hero and a villain? Or are heroic qualities so significant that they cancel out any negatives, and vice versa? What does your response suggest about our views of historical figures or other real-life people? Are there any true heroes? What do you think of the way that women are depicted in the poem? Are they fully realized characters, or are they more stereotypical, or even symbolic? What role, if any, does gender play in the poem's depiction of heroism?	
UNIT GOALS • Read texts that explore journeys of discovery and develop my own perspective. • Understand and use academic vocabulary related to explanatory texts. • recognize and analyze elements of different genres, including epic poetry and graphic novels.	**PERFORMANCE TASKS** **Mid-Unit Performance Tasks**

• Read a selection of my choice independently and make meaningful connections to other texts and ideas. • Write a well-structured and cohesive explanatory essay in response to a thematic question. • Collaborate, build on others' ideas, develop consensus, and communicate effectively. • Give clear instructions and follow them effectively.	• Write a well-structured and cohesive **explanatory essay** in response to either of the following prompts: how people can learn from challenging experiences; how people can gain skills or become better at a specific activity • Working with your group, research how to perform a specific task. Then, teach the rest of your class that task, providing detailed **oral instructions** to guide them step by step. **End-of-Unit Performance-Based Assessments** • Write an **explanatory essa**y in which you synthesize information you learned in this unit with your own ideas to respond to the Essential Question: How do we learn who we truly are? **Develop Your Perspective: Unit Projects** Students choose how to demonstrate their learning through: • Write a listicle. A listicle is an article written in list form—a series of items, sentences, or brief paragraphs. Write a listicle that tells the reader how to prepare for and complete a transformational journey. • Design a game that reflects the understanding of transformational journeys you have gained from this unit. • With a partner or small group, hold a discussion about the following quotation: "The only journey is the one within." —Rainer Maria Rilke

UNIT STANDARDS

READING LITERATURE RL.1; RL.2; RL.3; RL.4; RL.5; RL.6; RL.7; RL.9; RL.10
READING INFORMATIONAL TEXT RI.1; RI.2; RI.3; RI.4; RI.5; RI.10
WRITING W.2; W.2.a; W.2.b; W.2.c; W.2.d; W.2.e; W.2.f; W.3; W.3.a; W.3.b; W.3.c; W.5; W.6; W.7; W.8; W.9; W.9.a; W.10
SPEAKING & LISTENING SL.1; SL.1.a; SL.1.c; SL.1.d; SL.3; SL.4; SL.5; SL.6
LANGUAGE L.1; L.1.a; L.1.b; L.2.b; L.2.c; L.3; L.3.a; L.4.a; L.4.c; L.5; L.5.a; L.5.b; L.6

UNIT 5 OVERVIEW

THEME The Things We Make	**ESSENTIAL QUESTION** *What defines us more, nature or technology?*

RELEVANCE AND AGENCY

Students begin this unit by considering what the phrase The Things We Make suggests to them, and they watch a Ted Ed video about the evolution of the book. They also engage in a discussion about what machine, technology, or other invention they think is critical for daily life. Throughout the unit, students explore how humans continually search for ways to make our lives easier, healthier, or more connected while also being biological creatures, part of the natural world. Students draw upon knowledge of their own relationship to technology and the dangers technology may create. Students research and teach peers about technologies that will benefit society and improve our shared future. They also learn about biomimetics, research various technologies, and use both literary and informational modes to convey their perspective about technology.

UNIT GOALS

- Read texts that explore human nature and technology and develop my own perspective.
- Understand and use academic vocabulary related to narratives.
- Recognize and analyze elements of different genres, including fiction, nonfiction, and poetry.
- Read a selection of my choice independently and make meaningful connections to other texts and ideas.
- Write a well-structured and cohesive short story.
- Collaborate, build on others' ideas, and communicate effectively.
- Prepare and deliver a formal poster presentation.

PERFORMANCE TASKS

Mid-Unit Performance Tasks

- Write a well-structured, engaging, and cohesive **short story** that explores the relationships between people and the things we make.

End-of-Unit Performance-Based Assessments

- Write a **short story** in which you synthesize information you learned in this unit with your own ideas about technology, nature, and human nature. Your story should provide a meaningful answer to the Essential Question: *Which defines us more, nature or technology?*
- With your group, research and deliver a **poster presentation** about new technologies—or improvements to existing ones—that will benefit society and improve our shared future.

Develop Your Perspective: Unit Projects

Students choose how to demonstrate their learning through:

- Write a found poem using the texts in this unit. To do so, choose words, phrases, sentences, and short passages from the texts and recombine them to express a new message or insight.
- Imagine that a museum is mounting an exhibit about the relationships between people, nature, and technology. The exhibit will include visual art, technology, and passages from the works in this unit. Design the exhibit poster that will be used to advertise the event.
- With a partner or small group, hold a discussion about the following quotation: "You cannot endow even the best machine with initiative; the jolliest steamroller will not plant flowers." —Walter Lippmann

UNIT STANDARDS

READING LITERATURE RL.1; RL.2; RL.3; RL.4; RL.5. RL.6; RL.9, RL.10
READING INFORMATIONAL TEXT RI.1; RI.2; RI.3; RI.5; RI.7; RI.10
WRITING W.2.c; W.2.d; W.2.c; W.3.; W.3.a; W.3.b; W.3.c; W.3.d; W.3.e; W.5; W.6; W.7; W.9; W.10
SPEAKING & LISTENING SL.1; SL.1.b; SL.1.c; SL.1.d; SL.2; SL.3; SL.4; SL.5; SL.6
LANGUAGE L.1.b; L.2; L.3; L.4; L.4.a; L.4.b; L.4.c; L.4.d; L.5; L.5.b; L.6

UNIT-BY-UNIT LESSON DETAIL

Grade 9, Unit 1: Survival
ESSENTIAL QUESTION: What qualities help us survive?

	UNIT INTRODUCTION MENTOR TEXT: Everyone Should Learn Basic First Aid Argument 1050L	Through the Tunnel by Doris Lessing Short Story 850L	The Seventh Man by Haruki Murakami Short Story 910L	The Moral Logic of Survivor Guilt by Nancy Sherman Editorial 1100L	PERFORMANCE TASK: Writing
Recommended Pacing	2 days	5 days	6 days	5 days	2 days
Lesson Objectives	-Summary -IceBreaker -QuickWrite	PREPARE TO READ/READ • Analyze point of view or cultural experience reflected in world literature. • Read and comprehend literature proficiently, with scaffolding as needed. BUILD INSIGHT • Support analysis of a text with evidence. Make inferences, and support with text evidence. ANALYZE AND INTERPRET • Analyze author's choices in creating effects. • Gather information from multiple sources. STUDY LANGUAGE AND CRAFT	PREPARE TO READ/READ • Analyze point of view or cultural experience reflected in world literature. • Read and comprehend literature proficiently. BUILD INSIGHT • Support analysis and inferences with text evidence. ANALYZE AND INTERPRET • Analyze author's choices in structuring plot to create effects. • Conduct research to answer a question. STUDY LANGUAGE AND CRAFT • Analyze the effect of word choice on meaning and tone. • Identify and correctly use patterns of word changes.	PREPARE TO READ/READ • Read and comprehend literary nonfiction. BUILD INSIGHT • Support analysis and inferences with text evidence. ANALYZE AND INTERPRET • Evaluate the argument and specific claims in a text. • Gather information from multiple sources. STUDY LANGUAGE AND CRAFT • Demonstrate command of English conventions. • Use a semicolon to link independent clauses. • Use a colon to introduce a list or quotation.	-Write an Argumentative Essay

		• Determine the meaning of words, including figurative and connotative meanings. • Demonstrate command of English conventions. • Analyze nuances in word meanings with similar denotations.	• Demonstrate understanding of nuances in word meanings. COMPARE TEXTS • Analyze author's choices in structuring plot to create effects. • Write informative texts in a comparison-and-contrast format • Apply grades 9–10 reading standards to literature.	• Consult reference materials to clarify word meaning. SHARE IDEAS • Introduce a topic and organize complex information. • Present information appropriate to purpose, audience, and task.	
Skills and Standards	RI.2; W.10; SL.6; L.6 ADDITIONAL CITATION: PAGE 8 **LANGUAGE** Acquire and use accurately general academic and domain-specific words and phrases, sufficient for reading, writing, speaking, and listening at the college and career readiness level	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Create Mental Images RL.6; RL.10 BUILD INSIGHT -First Thoughts -Summary -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: -Paraphrasing Source Material W.8 -Linear Plot Development RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary RL.4 -Word Study: Denotative and Connotative Meanings RL.4: L.5.b -Pronoun-Antecedent Agreement L.1	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Generate Questions RL.6; RL.10 BUILD INSIGHT -First Thoughts -Summary -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Develop -Research Questions W.7 -Nonlinear Plot Development RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary L.5 -Word Study: Latin Suffix: -tion L.4.b -Diction, Syntax, and Mood RL.4 COMPARE TEXTS -Writing to Compare: Comparison-and-Contrast Essay RL.5; W.2; W.2.c; W.9.a	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Make Predictions RL.10 BUILD INSIGHT -First Thoughts -Analysis RI.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Locate Relevant Information W.8 -Argument, Claim, and Evidence RI.8 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Greek Root: -path- L.4.c -Punctuation L.2; L.2.a; L.2.b SHARE IDEAS -Encyclopedia Entry W.2.a; W.2.e -Speaking and Listening: Pep Talk SL.4	W.1.a-e; W.5; W.6; W.10; L.1.b; L.2; L.2.a; L.3
Assessments	Language Checkpoint	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	n/a

		EXIT TICKETS -Exit Ticket: Linear Plot Development RL.5 -Exit Ticket: Denotative and Connotative Meanings RL.4: L.5.b -Exit Ticket: Pronoun-Antecedent Agreement L.1	EXIT TICKETS -Exit Ticket: Nonlinear Plot Development RL.5 -Exit Ticket: Latin Suffix: -tion L.4.b -Exit Ticket: Diction, Syntax, and Mood RL.4	EXIT TICKETS -Exit Ticket: Argument, Claim, and Evidence RI.8 -Exit Ticket: Greek Root: -path- L.4.c -Exit Ticket: Punctuation L.2; L.2.a; L.2.b	
Unit 1 Continued	WRITER'S HANDBOOK: Argumentative Essay	The Voyage of the James Caird by Caroline Alexander Narrative Nonfiction 1160L	The Endurance and the James Caird in Images by Frank Hurley Media: Photo Gallery NP	from Life of Pi by Yann Martel Novel Excerpt 870L	The Value of a Sherpa Life by Grayson Schaffer Argument 1230L
Recommended Pacing	2 days	4 days	2 days	4 days	3 days
Lesson Objectives	-Planning and Prewriting -Drafting -Revising -Editing -Publishing and Presenting	PREPARE TO READ/READ • Read and comprehend literary nonfiction. • Use context to determine word meaning. BUILD INSIGHT • Support analysis with text evidence. ANALYZE AND INTERPRET • Support analysis with text evidence. • Analyze point of view or purpose in a text. STUDY LANGUAGE AND CRAFT • Determine the technical meanings of words. • Use various types of phrases and clauses. • Clarify meaning of unknown or multiple meaning words.	PREPARE TO VIEW/VIEW • Analyze various accounts of a subject. • Use general academic and domain-specific words. BUILD INSIGHT • Support analysis of a text with evidence. • Analyze various accounts of a subject. ANALYZE AND INTERPRET • Use general academic and domain-specific words. TEST PRACTICE • Analyze various accounts of a subject. • Write routinely for a range of tasks, purposes, and audiences.	PREPARE TO READ/READ • Support analysis of a text with evidence. • Analyze point of view or cultural experience reflected in world literature. • Use context clues to determine word meaning. BUILD INSIGHT • Support analysis of a text with evidence. • Provide an objective summary of the text. ANALYZE AND INTERPRET • Analyze how characters develop in a text. • Participate in collaborative discussions. • Pose and respond to questions. STUDY LANGUAGE AND CRAFT • Use various types of phrases and clauses.	PREPARE TO READ/READ • Read and comprehend literary nonfiction. • Use context to determine word meaning. BUILD INSIGHT • Support analysis of a text with evidence. ANALYZE AND INTERPRET • Analyze how an author's ideas or claims are developed. • Delineate and evaluate the argument and claims in a text. STUDY LANGUAGE AND CRAFT • Analyze an author's use of rhetoric to achieve purpose. • Use parallel structure. • Consult reference materials to determine word meaning.

				SHARE IDEAS • Write arguments to support claims. • Develop claims and counterclaims with supporting evidence.	SHARE IDEAS • Integrate multiple sources of information. • Make strategic use of digital media.
Skills and Standards	W.1.a-e; W.5; W.6; W.10; L.1.b; L.2; L.2.a; L.3	PREPARE TO READ/READ -Concept Vocabulary L.4.a; L.6 -Reading Strategy: Annotate the Text RI.10 BUILD INSIGHT -First Thoughts -Analysis and Discussion RI.1 ANALYZE AND INTERPRET -Close Read -Author's Purpose and Message RI.1; RI.6 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Language From Seafaring RI.4; L.4 -Word Choice and Description L.1.b; L.3	PREPARE TO VIEW/VIEW -Media Vocabulary L.6 -Viewing Strategy: Synthesize Information RI.7 BUILD INSIGHT -Comprehension RI.1 -Analysis and Discussion RI.1; RI.7 ANALYZE AND INTERPRET -Close Review -Media Vocabulary L.6 TEST PRACTICE -Multiple Choice RI.7 Short Response RI.7; W.10 -Timed Writing: -Comparison-and-Contrast Essay RI.7; W.10	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Make Inferences RL.1; RL.6 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis and Discussion RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read SL.1; SL.1.c -Character Development RL.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Suffixes: -ory and -ary -Participial and Absolute Phrases L.1.b SHARE IDEAS -Writing : Argumentative Essay W.1; W.1.b	PREPARE TO READ/READ -Concept Vocabulary L.4.a; RI.10 -Reading Strategy: Make Connections BUILD INSIGHT -First Thoughts -Analysis and Discussion RI.1 ANALYZE AND INTERPRET -Close Read -Author's Claims and Ideas RI.5; RI.8 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Word Study: Latin Root: -mort- L.4.c -Rhetorical Devices RI.6; L.1.a SHARE IDEAS -Speaking and Listening: Digital Presentation W.6; SL.2; SL.5
Assessments	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Author's Purpose and Message RI.1; RI.6	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Character Development RL.3	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Author's Claims and Ideas RI.5; RI.8

		-Exit Ticket: Language From Seafaring RI.4; L.4 -Exit Ticket: Word Choice and Description L.1.b		-Exit Ticket: Latin Suffixes: -ory and -ary -Exit Ticket: Participial and Absolute Phrases L.1.b	-Exit Ticket: Word Study: Latin Root: -mort- L.4.c -Exit Ticket: Rhetorical Devices RI.6; L.1.a
Unit 1 Continued	I Am Offering This Poem by Jimmy Santiago Baca The Forest for the Trees by Rena Priest blessing the boats by Lucille Clifton Poetry Collection NP	PERFORMANCE TASK: Speaking and Listening			
Recommended Pacing	3 days	2 days			
Lesson Objectives	PREPARE TO READ/READ • Read and comprehend poetry. BUILD INSIGHT • Support analysis with textual evidence. • Respond thoughtfully to diverse perspectives. ANALYZE AND INTERPRET • Analyze author's choices in text structuring. • Pose and respond to questions. STUDY LANGUAGE AND CRAFT • Determine theme of a text. • Identify and correctly use patterns of word changes. SHARE IDEAS • Participate in collaborative discussions. • Come to discussions prepared.	-Deliver a Multimedia Presentation			

	• Work with peers to set rules for discussions. • Pose and respond to questions. • Respond thoughtfully to diverse perspectives.				
Skills and Standards	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Paraphrase RL.10; L.3 BUILD INSIGHT -First Thoughts -Comprehension -Analysis and Discussion RL.1; SL.1.d -Explore the Essential Question ANALYZE AND INTERPRET -Close Read SL.1.c -Visual Structures of Poetry RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Patterns of Word Changes L.4.b -Development of Theme RL.2 SHARE IDEAS -Speaking and Listening: Group Discussion SL.1; SL.1.a; SL.1.b; SL.1.c; SL.1.d	W.2; SL.2; SL.4; SL.5; SL.6; RL.10			
Assessments	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Visual Structures of Poetry RL.5 -Exit Ticket: Patterns of Word Changes L.4.b -Exit Ticket: Development of Theme RL.2	n/a			
Unit 1 Independent Learning Texts					

Unit 1 Continued	The Most Dangerous Game by Richard Connell Short Story 740L	from Unbroken by Laura Hillenbrand Biography 910L	Problems with Hurricanes Victor Hernández Cruz Children Walk on Chairs to Cross a Flooded Schoolyard by Patrick Rosal Hugging the Jukebox by Naomi Shihab Nye Poetry NP	The Key to Disaster Survival? Friends and Neighbors by Shankar Vedantam Media: Radio Broadcast	Preparedness 101: Zombie Apocalypse by Ali S. Kahn Brochure 1310L
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	
Unit 1 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		
Recommended Pacing	2 days	2 days	1 day		
Lesson Objectives	In this unit, students encountered many different perspectives on the qualities that help us survive. Now, they will take some time to reflect on the texts they explored. -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	In this unit, students read multiple perspectives about the qualities that help us survive. They also practiced writing an argumentative essay. Now, they will write an argumentative essay that reflects their new understanding of the Essential Question.			
Skills and Standards	RL.10; RI.10; W.9; SL.1; SL.1.c; SL.1.d; SL.4	W.1; W.1a; W.1.b; W.1.c; W.1d; W.1.e; L.1			

Grade 9, Unit 2: Promise and Progress
ESSENTIAL QUESTION: How can words inspire change?

	UNIT INTRODUCTION MENTOR TEXT: Wangarĩ Maathai: Like the Hummingbird Informational Text 940L	Remembering Civil Rights History, When "Words Meant Everything" by Jeffrey Brown, PBS NewsHour Newscast Media	"I Have a Dream" by Dr. Martin Luther King, Jr. Argument: Speech 1140L	Letter From Birmingham Jail by Dr. Martin Luther King, Jr. Argument: Letter 1190L	For My People by Margaret Walker Incident by Natasha Tretheway Poetry Collection 1 NP
Recommended Pacing	2 days	2 days	4 days	6 days	4 days
Lesson Objectives	-Summary -Icebreaker -QuickWrite	PREPARE TO VIEW/VIEW • Acquire and use general academic and domain-specific words and phrases. • Media Selection BUILD INSIGHT • Cite evidence to support media analysis. SHARE IDEAS • Write an explanatory essay. • Introduce a topic. • Develop the topic with details and commentary.	PREPARE TO READ/READ • Analyze seminal U.S. documents of historical and literary significance. • Read and comprehend literary nonfiction. BUILD INSIGHT • Cite evidence to support analysis of a text. • Evaluate a speaker's point of view, reasoning, and use of rhetoric. ANALYZE AND INTERPRET • Cite evidence to support analysis of a text. • Determine an author's point of view and use of rhetoric. • Evaluate the argument and claims within a text. • Analyze documents of historical and literary significance. • Conduct short research projects. STUDY LANGUAGE AND CRAFT • Demonstrate command of English conventions. • Use parallel structure. • Spell correctly.	PREPARE TO READ/READ • Analyze seminal U.S. documents of historical and literary significance. BUILD INSIGHT • Cite evidence to support analysis of a text. • Analyze seminal U.S. documents of historical and literary significance. ANALYZE AND INTERPRET • Analyze how an author's claims are developed and refined. • Evaluate an argument's claims. • Analyze documents of historical and literary significance. • Synthesize research findings. STUDY LANGUAGE AND CRAFT • Use phrases and clauses to convey meaning. • Identify and correct use patterns of word changes. • Verify word meanings. • Demonstrate understanding of word relationships. COMPARE TEXTS • Write informative/explanatory texts.	PREPARE TO READ/READ • Read and comprehend literary nonfiction. BUILD INSIGHT • Cite evidence to support textual analysis. ANALYZE AND INTERPRET • Analyze how an author's structural choices create effects. • Consult reference materials to determine or clarify a precise meaning, part of speech, or etymology of a word. SHARE IDEAS • Adapt speech to a variety of contexts and tasks.

			• Identify and correctly use patterns of word changes that indicate different parts of speech.	• Produce writing appropriate to task, purpose, and audience. • Apply reading standards to literary nonfiction.	
Skills and Standards	RI.2; W.10; SL.1; L.6	PREPARE TO VIEW/VIEW -Media Vocabulary L.6 -Reading Strategy: Monitor Comprehension BUILD INSIGHT -First Thoughts -Comprehension -Analysis L.6 -Explore the Essential Question SHARE IDEAS -Writing: Explanatory Essay W.2; W.2.a; W.2.b	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Set a Purpose for Reading RI.9; RI.10 BUILD INSIGHT -First Thoughts -Summary -Analysis RI.1; RI.4; SL.3 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Evaluate Sources for Bias RI.8; W.7 -Argument and Rhetoric RI.6; RI.8; RI.9; W.9.b STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Patterns of Word Changes L.2.c; L.4.b -Parallelism L.1.a	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Evaluate Details RI.2; RI.9 BUILD INSIGHT -First Thoughts -Summary -Analysis RI.1; RI.9 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Synthesize Information W.7 -Elements of Argument RI.3; RI.5; RI.8; RI.9 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Root: -plac- L.4.b; L.4.d; L.5 -Relative Clauses L.1.b COMPARE TEXTS -Writing to Compare R.6; W.2; W.4; W.9.b	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Create Mental Images BUILD INSIGHT -First Thoughts -Comprehension -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Root: -trem-L.4.c; L.4.d -Poetic Structure RL.5 SHARE IDEAS -Speaking and Listening: Oral Interpretation W.9.a; SL.6
Assessments	Language Checkpoint	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Argument and Rhetoric RI.6; RI.8 -Exit Ticket: Patterns of Word Changes L.2.c; L.4.b -Exit Ticket: Parallelism L.1; L.1.a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Elements of Argument RI.5; RI.8 -Exit Ticket: Latin Root: -plac- L.4.b; L.4.d -Exit Ticket: Relative Clauses L.1.b	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Speaking and Listening: Oral Interpretation SL.6 -Exit Ticket: Poetic Structure RL.5

Unit 2 continued	PERFORMANCE TASK: Writing	WRITER'S HANDBOOK: Research Report	The Friendship Bench by Yvette Lisa Ndlovu Flash Fiction 720L	Praise Song for the Day by Elizabeth Alexander There Are Birds Here by Jamaal May Who Burns for the Perfection of Paper by Martín Espada A Center by Ha Jin Poetry Collection 2 NP	How Civil Rights Groups Used Photography for Change by Ashawnta Jackson Article 1350L
Recommended Pacing	2 days	2 days	4 days	4 days	4 days
Lesson Objectives	-Write a Research Report	-Planning and Prewriting -Drafting -Revising -Editing -Publishing and Presenting	PREPARE TO READ/READ • Support inference with evidence. • Read and comprehend literature. • Use context clues to unlock word meanings. BUILD INSIGHT • Use evidence to support text analysis. • Participate in collaborative discussions. ANALYZE AND INTERPRET • Analyze how complex characters interact with other characters and advance the plot or develop a theme. • Analyze a particular point of view or cultural experience reflected in a work of literature from outside the United States. STUDY LANGUAGE AND CRAFT • Analyze the cumulative impact of words on meaning.	PREPARE TO READ/READ • Read and comprehend literature. • Use context to determine the meaning of a word or phrase. BUILD INSIGHT • Support analysis of poems with evidence. • Clarify, verify, or challenge ideas and conclusions. • Respond thoughtfully to diverse perspectives. ANALYZE AND INTERPRET • Analyze the cumulative impact of word choices to create sound effects. • Pose and respond to questions that broaden themes or enlarge ideas. STUDY LANGUAGE AND CRAFT • Use various types of phrases and clauses to convey specific meanings. • Demonstrate understanding of nuances in word meanings.	PREPARE TO READ/READ • Read and comprehend literary nonfiction. • Consult reference materials to determine or clarify a precise meaning, part of speech, or etymology of a word. BUILD INSIGHT • Cite evidence to support analysis of a text. • Summarize a text objectively. • Come to discussions prepared. ANALYZE AND INTERPRET • Determine the central idea and analyze its development. • Analyze how an author unfolds an analysis or a series of ideas or events. STUDY LANGUAGE AND CRAFT

			• Verify the preliminary determination of the meaning of a word or phrase. SHARE IDEAS • Write narratives to develop real or imagined experiences. • Create a smooth progression of experience or events. • Use narrative techniques, such as dialogue. • Use precise words and phrases, telling details, and sensory language.	• Analyze nuances in word meanings with similar denotations. SHARE IDEAS • Cite evidence to support analysis of poems. • Pose and respond to questions that broaden themes or enlarge ideas. • Respond thoughtfully to diverse perspectives and summarize points of agreement and disagreement.	• Use various types of phrases and clauses to add variety and interest. SHARE IDEAS • Conduct research to answer a question or solve a problem. • Integrate researched information, and cite sources.
Skills and Standards	W.2;W.7; W.10	W.2.a; W.2.b; W.2.c; W.2.e; W.2.f; W.5; W.7; W.8; W.10; SL.2; L.3.a	PREPARE TO READ/READ -Concept Vocabulary RL.4; L.4.a -Reading Strategy: Make Inferences RL.1 BUILD INSIGHT -First Thoughts -Analysis and Discussion RL.1; SL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Narrative Point of View RL.3; RL.6; SL.1.c STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Root: -cede- L.4.d -Description and Imagery RL.4 SHARE IDEAS -Writing: Short Story W.3; W.3.a; W.3.b; W.3.c; W.3.d; W.3.e	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Create Mental Images BUILD INSIGHT -First Thoughts SL.1c; SL.1.d Comprehension -Analysis and Discussion RL.1; SL.1.c; SL.1.d -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Poetic Elements: Sound Devices RL.4 STUDY LANGUAGE AND CRAFT -Concept Vocabulary L.4.a -Word Study: Nuances in Word Meanings L.5; L.5.b -Adjectival and Adverbial Phrases L.1.b SHARE IDEAS	PREPARE TO READ/READ -Concept Vocabulary L.4.c -Reading Strategy: Preview the Text BUILD INSIGHT -First Thoughts -Summary RI.2 -Analysis and Discussion RI.1; SL.1.a -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Development of Ideas RI.2; RI.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Prefixes of Negation -Noun Phrases and Noun Clauses L.1.b SHARE IDEAS

				-Speaking and Listening: Panel Discussion RL.1; SL.1.a; SL.1.c; SL.1.d	-Research: Research Report W.7; W.8
Assessments	n/a	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Narrative Point of View RL.3 -Exit Ticket: Latin Root: -cede- -Exit Ticket: Description and Imagery RL.4	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Poetic Elements: Sound Devices RL.4 -Exit Ticket: Nuances in Word Meanings L.5; L.1.b -Exit Ticket: Adjectival and Adverbial Phrases L.1.b	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Development of Ideas RI.2; RI.3 -Exit Ticket: Development of Ideas RI.2; RI.3 -Exit Ticket: Noun Phrases and Noun Clauses L.1.b
Unit 2 continued	PERFORMANCE TASK: Speaking and Listening				
Recommended Pacing	2 days				
Lesson Objectives	-Deliver a Radio Feature				
Skills and Standards	W.6; SL.1; SL.4; SL.4; L.4.c				
Assessments	n/a				
Unit 2 Independent Learning Texts					
Unit 2 continued	The First Time I Faced a Hostile Audience (Kids) by John Leguizamo Newspaper Article 900L	Sheyann Webb from Selma, Lord, Selma as told to Frank Sikora Memoir: Oral History 900L	How NYC's First Puerto Rican Librarian Brought Spanish to the Shelves by Neda Ulaby Radio Segment Media	Remarks on the Assassination of Martin Luther King, Jr. by Robert F. Kennedy Speech Media	
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	
Unit 2 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		

Recommended Pacing	2 days	2 days	1 day		
Lesson Objectives	In this unit, students encountered multiple perspectives about how words can inspire change. Now, they will take some time to reflect on the texts they explored. -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	In this unit, students read multiple perspectives about how words can inspire change. They also practiced writing an informative essay. Now, they will write an informative essay that reflects their new understanding of the Essential Question. -Write an Informative Essay			
Skills and Standards	RL.10; RI.10; W.9; SL.1; SL.1.c; SL.1.d; SL.4; L.6	W.2; L.1			
Grade 9, Unit 3: Crazy, Stupid Love ESSENTIAL QUESTION: What is true love?					
	UNIT INTRODUCTION MENTOR TEXT: Romeo and Juliet: A Tragedy? Or Just a Tragic Misunderstanding? Argumentative Text. 950L	The Tragedy of Romeo and Juliet, Act I by William Shakespeare Drama NP	The Tragedy of Romeo and Juliet, Act II by William Shakespeare Drama NP	The Tragedy of Romeo and Juliet, Act III by William Shakespeare Drama NP	The Tragedy of Romeo and Juliet, Act IV by William Shakespeare Drama NP
Recommended Pacing	2 days	6 days	4 days	4 days	4 days
Lesson Objectives	-Summary -Icebreaker -QuickWrite	PREPARE TO READ/READ • Determine the meaning of words and phrases in context. • Read and comprehend literature. BUILD INSIGHT • Support inferences with evidence. ANALYZE AND INTERPRET	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Support inferences with evidence. • Analyze the development of complex characters.	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Support analysis of text with evidence. • Analyze how complex characters develop over the course of a text.	PREPARE TO READ/READ • Summarize a text objectively. • Read and comprehend literature. BUILD INSIGHT • Support inferences with evidence. • Analyze the development of complex characters.

		• Analyze the development of complex characters. STUDY LANGUAGE AND CRAFT • Determine the figurative meaning of words. • Determine the meaning of unknown words and phrases. • Demonstrate understanding of figurative language. • Interpret figures of speech.	• Analyze author's choices in structuring a text, ordering events, and/or manipulation of time to create effects. ANALYZE AND INTERPRET • Analyze author's choices in structuring a text, ordering events, and/or manipulation of time. STUDY LANGUAGE AND CRAFT • Identify and correctly use patterns of word changes that indicate different meanings. SHARE IDEAS • Adapt speech to a variety of contexts and tasks. • Accurately use academic and domain-specific vocabulary.	ANALYZE AND INTERPRET • Support inferences with evidence. • Analyze how characters advance a story's plot or develop its theme. • Determine the meaning of words and phrases in context. STUDY LANGUAGE AND CRAFT • Spell correctly. • Analyze nuances in meanings of words with similar denotations. SHARE IDEAS • Analyze how characters advance a story's plot or develop its theme. • Write informative/explanatory texts.	ANALYZE AND INTERPRET • Analyze author's choices in structuring a text, ordering events, and/or manipulation of time to create effects. • Apply knowledge of language to comprehend more fully when reading or listening. STUDY LANGUAGE AND CRAFT • Use context to determine the meaning of a word or phrase. SHARE IDEAS • Evaluate a speaker's reasoning.
Skills and Standards	RI.2; W.10; SL.6; L.6	PREPARE TO READ/READ -Concept Vocabulary RL.4 -Reading Strategy: Paraphrase BUILD INSIGHT -First Thoughts -Summary -Analysis RL.1 ANALYZE AND INTERPRET -Close Read -Dialogue and Stage Directions RL.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Prefix: trans- L.4; L.4.b -Figurative Language: Oxymoron RL.4; L.5; L.5.a	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Generate Questions BUILD INSIGHT -First Thoughts -Summary -Analysis RL.1; RL.3 ANALYZE AND INTERPRET -Close Read -Poetic Structure: Blank Verse RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Prefix: counter- L.4.b	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Make Predictions BUILD INSIGHT -First Thoughts -Summary -Analysis RL.1; RL.3 ANALYZE AND INTERPRET -Close Read -Dialogue and Dramatic Speeches RL.1; RL.3; RL.4; RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary L.5.b -Word Study: Sound-Letter Combinations: /sh/ L.2.c	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Summarize RL.2 BUILD INSIGHT -First Thoughts -Analysis RL.1; RL.3 ANALYZE AND INTERPRET -Close Read -Dramatic Irony RL.5; L.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Root: -stress- L.4.a SHARE IDEAS

		ADDITIONAL CITATION: PAGE 298 **Language** Identify and correctly use patterns of word changes that indicate different meanings or parts of speech	SHARE IDEAS -Speaking and Listening: Dramatic Reading SL.6; L.6	SHARE IDEAS -Writing: Dual Character Study RL.3; RL,10; W.2	-Speaking and Listening: Debate SL.3
Assessments	Language Checkpoint	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Dialogue and Stage Directions RL.3 -Exit Ticket: Word Study: Latin Prefix: trans- L.4 -Exit Ticket: Figurative Language: Oxymoron L.5; L.5.a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Author's Craft: Prosody RL.5 -Exit Ticket: Latin Prefix: counter- L.4.b	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Dialogue and Dramatic Speeches RL.1; RL.3; RL.4 -Exit Ticket: Sound-Letter Combinations: /sh/ L.2.c	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Dramatic Irony RL.5; L.3 -Exit Ticket: Latin Root: -stress- L.4.a
Unit 3 continued	The Tragedy of Romeo and Juliet, Act V by William Shakespeare Drama NP	Pyramus and Thisbe Ovid, retold by Edith Hamilton Short Story 870L	PERFORMANCE TASK: Writing	WRITER'S HANDBOOK: Literary Analysis Essay .	Romeo and Juliet Is a Terrible Play, and David Leveaux Can't Change That by Alyssa Rosenberg Romeo and Juliet and the Hard Parts of Love by Ada Calhoun Literary Criticism 1310L, 1230L
Recommended Pacing	5 days	3 days	2 days	2 days	3 days
Lesson Objectives	PREPARE TO READ/READ • Read and comprehend literature. BUILD INSIGHT • Analyze the development of complex characters.	PREPARE TO READ/READ • Analyze point of view or cultural experience reflected in world literature. • Read and comprehend literature, including stories, drama, and poems.	-Write a Literary Analysis Essay	-Planning and prewriting -Drafting -Revising -Editing -Publishing and Presenting	PREPARE TO READ/READ • Read and comprehend literary nonfiction. • Use context to determine the meaning of a word or phrase.

	• Analyze the representation of a subject in two different mediums. ANALYZE AND INTERPRET • Determine and analyze a theme. • Analyze the representation of a subject in two different mediums. • Gather information from multiple sources. STUDY LANGUAGE AND CRAFT • Use parallel structure. • Demonstrate command of standard English conventions. • Spell correctly. • Identify patterns of word changes. SHARE IDEAS • Write arguments. • Introduce precise claim(s). • Produce writing appropriate to the task. • Adapt speech to task. • Demonstrate command of standard English conventions. • Apply knowledge of language.	BUILD INSIGHT • Support inferences with text evidence • Determine the theme and analyze its development. ANALYZE AND INTERPRET • Read and comprehend literature. STUDY LANGUAGE AND CRAFT • Determine or clarify the meaning of multiple- meaning words. COMPARE TEXTS • Determine theme and analyze its development. • Analyze how an author draws on source material. • Apply reading standards to literature.			BUILD INSIGHT • Support inferences with evidence • Initiate and participate in collaborative discussions. • Acquire and use general academic and domain-specific words and phrases. ANALYZE AND INTERPRET • Determine an author's point of view in a text. • Delineate the argument and specific claims in a text. STUDY LANGUAGE AND CRAFT • Analyze how an author uses rhetoric to advance a point of view or purpose. • Assess whether reasoning is valid and evidence is sufficient for an argument and specific claims in a text. • Consult reference materials to determine or clarify a precise meaning, part of speech, or etymology of a word. SHARE IDEAS • Write arguments. • Create an organization with clear relationships among claim(s), counterclaims, reasons, and evidence.

Skills and Standards	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Make Predictions BUILD INSIGHT -First Thoughts -Summary -Analysis RL.3; RL.7 ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Display Academic Citations W.8; L.3.a -Characterization, Plot, and Theme RL.2; RL.7 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Word Families L.2; L.2.c; L.4.b -Parallel Structure L.1.a SHARE IDEAS -Writing: Friendly Letter W.1; W.1.a; W.4; L.2 -Speaking and Listening: Mock Trial SL.6; L.3	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Make Connections RL.6 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read RL.10 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Multiple-Meaning Words L.4 COMPARE TEXTS -Writing to Compare: Analytical Essay RL.2; RL.9; W.4; W.9.a	W.1; W.4; W5; W.10	W.1.a–e; W.4; W5; W.6; W.9.a; W.10; L.1; L.1.b; L.2; L.2.a; L.2.b; L.6	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Synthesize Information BUILD INSIGHT -First Thoughts -Summary -Analysis and Discussion RI.1; SL.1; L.6 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Argumentation: Critical Writing RI.6; RI.8 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Etymology L.4.c -Rhetorical Devices and Logical Fallacies RI.6; RI.8 SHARE IDEAS -Writing: Position Paper W.1; W.1.a; W.9.b
Assessments	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Characterization, Plot, and Theme RL.2; RL.7 -Exit Ticket: Word Families L.2; L.2.c; L.4.b -Exit Ticket: Parallel Structure L.1.a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Multiple-Meaning Words L.4	n/a	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Argumentation: Critical Writing RI.6; RI.8 -Exit Ticket: Etymology L.4.c -Exit Ticket: Rhetorical Devices and Logical Fallacies RI.6; RI.8

Unit 3 continued	American History Judith Ortiz Cofer Short Story 1000L	COMPARE Futility by Claude McCay How Do I Love Thee? from Sonnets From the Portuguese by Elizabeth Barrett Browning Sonnet XVII from One Hundred Love Sonnets by Pablo Neruda, translated by Mark Eisner Poetry NP	PERFORMANCE TASK: Speaking and Listening		
Recommended Pacing	3 days	4 days	2 days		
Lesson Objectives	PREPARE TO READ/READ • Determine the meaning of words and phrases in context. • Read and comprehend literary nonfiction. • Use context to determine the meaning of a word or phrase. BUILD INSIGHT • Summarize a text objectively. • Analyze the development of complex characters. • Initiate and participate in collaborative discussions on diverse topics, texts, and issues. ANALYZE AND INTERPRET • Determine the theme and analyze its development. • Analyze how characters advance a story's plot or develop its theme. STUDY LANGUAGE AND CRAFT	PREPARE TO READ/READ • Read and comprehend literature. • Analyze nuances in word meanings with similar denotations. BUILD INSIGHT • Support analysis with evidence. ANALYZE AND INTERPRET • Determine the technical meaning of words. • Analyze author's choices in creating effects. STUDY LANGUAGE AND CRAFT • Analyze the effect of word choice on meaning and tone. • Verify the meaning of a word or phrase. SHARE IDEAS • Determine the theme and analyze its development.	-Deliver an Advertisement		

	• Use various types of phrases and clauses to convey specific meanings. • Consult reference materials to determine or clarify a precise meaning, part of speech, or etymology of a word. SHARE IDEAS • Write narratives. • Adapt speech to a variety of contexts and tasks.	• Analyze author's choices in creating effects. • Write informative/explanatory texts. • Fully develop a topic. • Provide a concluding statement that supports the explanation presented.			
Skills and Standards	PREPARE TO READ/READ -Concept Vocabulary RL.4; L.4.a -Reading Strategy: Make Connections BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis and Discussion RL.3; SL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Setting and Theme RL.2; RL.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Foreign Words and Phrases L.4.c -Sentence Variety L.1.b SHARE IDEAS -Speaking and Listening: Monologue W.3; W.3.c; W.3.d; W.3.e; SL.6	PREPARE TO READ/READ -Concept Vocabulary L.5; L.5.b -Reading Strategy: Set a Purpose for Reading BUILD INSIGHT -First Thoughts -Comprehension -Analysis and Discussion RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -The Sonnet RL.4; RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Technical Vocabulary RL.4; L.4.c -Diction, Voice, and Tone RL.4 SHARE IDEAS -Writing: Compare-and-Contrast Essay RL.2; RL.5; W.2; W.2.b; W.2.f; W.9.a	RI.8; W.4; SL.3; SL.4; SL.5 ADDITIONAL CITATION: PAGE 449 **SPEAKING AND LISTENING** Present information, findings, and supporting evidence clearly, concisely, and logically such that listeners can follow the line of reasoning and the organization, development, substance, and style are appropriate to purpose, audience, and task.		
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	n/a		

	EXIT TICKETS -Exit Ticket: Setting and Theme RL.2; RL.3 -Exit Ticket: Foreign Words and Phrases L.4.c -Exit Ticket: Sentence Variety L.1.b	EXIT TICKETS -Exit Ticket: The Sonnet RL.5 -Exit Ticket: Technical Vocabulary RL.4; L.4.d -Exit Ticket: Diction, Voice, and Tone RL.4			
Unit 3 Independent Learning Texts					
Unit 3 continued	The Voice of the Enemy Juan Villoro, translated by by George Henson Short Story 700L	Music by Elizabeth Acevedo Heart to Heart by Rita Dove Poetry NP	If Romeo and Juliet Had Cell Phones by Misty Harris News Article 1450L		
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary		
Unit 3 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		
Recommended Pacing	2 days	2 days	1 day		
Lesson Objectives	Throughout the unit, students encountered many different perspectives on what true love is. Now, they will take some time to reflect on the texts they explored. -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	In this unit, students read multiple perspectives about what true love is. They also practiced writing an argumentative essay. Now, they will write an argumentative essay that reflects their new understanding of the Essential Question.			
Skills and Standards	W.9; SL.1; SL.1.d	W.1; W.1a; W.1b; W.1c; W.1d; W.1e; L.1			

Grade 9, Unit 4: Journeys of Transformation ESSENTIAL QUESTION: How do we learn who we truly are?					
	UNIT INTRODUCTION MENTOR TEXT: The "Armchair Traveler" and the Brain Explanatory Essay 930L	from the Odyssey, Part 1 Homer, translated by Robert Fitzgerald Epic Poem NP	from the Odyssey, Part 2 Homer, translated by Robert Fitzgerald Epic Poem NP	from The Odyssey: A Graphic Novel by Gareth Hinds Graphic Novel Media	PERFORMANCE TASK: Writing
Recommended Pacing	2 days	6 days	6 days	3 days	2 days
Lesson Objectives	-Summary -Icebreaker -QuickWrite	PREPARE TO READ/READ • Analyze a cultural experience reflected in world literature. • Read and comprehend literature. BUILD INSIGHT • Cite textual evidence to support analysis. • Analyze a cultural experience reflected in world literature. ANALYZE AND INTERPRET • Analyze how characters advance plot or theme. • Analyze author's choices to create effect. • Analyze a cultural experience reflected in world literature. STUDY LANGUAGE AND CRAFT • Spell correctly. SHARE IDEAS • Present information clearly and logically. • Adapt speech to different contexts and tasks.	PREPARE TO READ/READ • Analyze a cultural experience reflected in world literature. • Analyze how an author draws on source material. • Read and comprehend literature. BUILD INSIGHT • Cite evidence to support analysis. ANALYZE AND INTERPRET • Conduct research to answer questions. • Demonstrate understanding of figurative language. • Interpret figures of speech. STUDY LANGUAGE AND CRAFT • Determine the meaning of words as used in a text. • Analyze how an author's choices create effects. • Spell correctly. • Understand how language functions in different contexts. • Analyze nuances in word meaning. SHARE IDEAS	PREPARE TO READ/READ • Analyze how an author transforms source material. • Read and comprehend literature. • Use academic and domain-specific words and phrases. BUILD INSIGHT • Cite textual evidence to support analysis. • Analyze the representation of a subject in different mediums. ANALYZE AND INTERPRET • Conduct research projects to answer questions. • Gather information from multiple sources. TEST PRACTICE • Cite textual evidence to support analysis. • Analyze the development of a theme. • Analyze the representation of a subject in different mediums. • Write for different tasks, purposes, and audiences.	-Write an Explanatory Essay

			• Develop a topic with information and examples. • Come to discussions prepared. • Respond thoughtfully to diverse perspectives. • Adapt speech to different contexts and tasks.		
Skills and Standards	RI.2; W.10; SL.6; L.6	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Generate Questions BUILD INSIGHT -First Thoughts -Analysis RL.1; RL.3; RL.6 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Structures of Epic Poetry RL.3; RL.5; RL.6 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Spelling Patterns L.2.c SHARE IDEAS -Speaking and Listening: Research Presentation SL.4; SL.6	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Make Predictions RL.6; RL9; RL.10 BUILD INSIGHT -First Thoughts -Summary RL.2 -Analysis RL.1; RL.3 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Develop Research Questions W.7 -Figurative Language L.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Spelling Patterns: The yoo Sound L.2.c -The Impact of Syntax RL.4; RL.5; L.3; L.5.b SHARE IDEAS -Writing: Biography W.2.b; W.9 -Speaking and Listening: Debate SL.1.a; SL.3; SL.6	PREPARE TO READ/READ -Media Vocabulary L.6 -Reading Strategy: Make Connections BUILD INSIGHT -First Thoughts -Comprehension -Analysis RL.1; RL.7 -Explore the Essential Question ANALYZE AND INTERPRET -Close Review -Inquiry and Research: Examine Sources W.7; W.8 -Media Vocabulary TEST PRACTICE -Comparing Poetry and Media RL.1; RL.7; W.10	W.2.a–f; W.5; W.10 ADDITIONAL CITATION: PAGE 550 • Use appropriate and varied transitions to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts. • Use precise language and domain-specific vocabulary to manage the complexity of the topic. • Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing. • Provide a concluding statement or section that follows from and supports the information or explanation presented (e.g., articulating implications or the significance of the topic).
Assessments	Language Checkpoint	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS	SELECTION TESTS - Comprehension and Vocabulary EXIT TICKETS	n/a for Media	

		-Exit Ticket: Structures of Epic Poetry RL.3; RL.5; RL.6 -Exit Ticket: Spelling Patterns L.2.c	-Exit Ticket: Figurative Language L.5; L.5.a -Exit Ticket: Spelling Patterns: The yoo Sound L.2.c -Exit Ticket: The Impact of Syntax RL.4; RL.5; L.3; L.5.b		
Unit 4 continued	WRITER'S HANDBOOK: Explanatory Essay.	from The Hero's Adventure by Joseph Campbell and Bill MoyersInterview 1200L	Rules of the Game from The Joy Luck Club by Amy Tan Novel Excerpt 1000L	A House Called Tomorrow by Alberto Ríos Ithaka by C. P. Cavafy, translated by Edmund Keeley and Philip Sherrard Hurricane Hits England by Grace Nichols Poetry NP	The Writing on the Wall by Camille Dungy Blog Post 1160L
Recommended Pacing	2 days	4 days	3 days	3 days	4 days
Lesson Objectives	-Prewriting and Planning -Drafting -Revising -Editing -Publishing and Presenting	PREPARE TO READ/READ • Use context clues to determine word meaning. BUILD INSIGHT • Cite textual evidence to support analysis. ANALYZE AND INTERPRET • Analyze how an author unfolds an analysis. • Analyze the development of an author's ideas. STUDY LANGUAGE AND CRAFT • Demonstrate command of English conventions. • Understand how language functions in different contexts. • Consult reference materials to determine word meanings.	PREPARE TO READ/READ • Read and comprehend literature. • Use context clues to determine word meaning. BUILD INSIGHT • Cite textual evidence to support analysis. • Participate in collaborative discussions. ANALYZE AND INTERPRET • Determine and analyze theme development. • Analyze how complex characters advance plot or theme. STUDY LANGUAGE AND CRAFT	PREPARE TO READ/READ • Analyze a cultural experience reflected in world literature. • Read and comprehend poetry. • Use context clues to determine word meaning. BUILD INSIGHT • Cite textual evidence to support analysis. ANALYZE AND INTERPRET • Determine meaning of words as used in a text. • Pose and respond to questions. • Interpret and analyze figures of speech. STUDY LANGUAGE AND CRAFT	PREPARE TO READ/READ • Determine a central idea and analyze its development. • Read and comprehend literary nonfiction. • Use context clues to determine word meaning. BUILD INSIGHT • Cite textual evidence to support analysis. • Participate in collaborative discussions. ANALYZE AND INTERPRET • Determine a central idea and analyze its development. • Analyze how an author unfolds an analysis.

		SHARE IDEAS • Make strategic use of media. • Adapt speech to a variety of tasks.	• Demonstrate command of English conventions. • Use various types of phrases and clauses. • Analyze nuances in meaning of words with similar denotations. SHARE IDEAS • Write narratives to develop events. • Set a situation, establish a point of view, and introduce characters. • Use narrative techniques to develop events and characters.	• Determine meaning of words as used in a text. • Read and comprehend poetry. SHARE IDEAS • Write informative/explanatory texts. • Write routinely for a range of tasks.	STUDY LANGUAGE AND CRAFT • Analyze the impact of word choice on meaning and tone. SHARE IDEAS • Present information clearly and logically. • Adapt speech to a variety of contexts and tasks.
Skills and Standards	W.2.a–f; W.5; W.10; L.1.a; L.2.a; L.2.b; L.2.c; L.3.a	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Make Predictions BUILD INSIGHT -First Thoughts -Analysis and Discussion RI.1 ANALYZE AND INTERPRET -Close Read -Development of Ideas RI.3, RI.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary RL.4 -Word Study: Etymology: Greek Names L.4.c -Punctuation: Commas L.1 SHARE IDEAS -Research: Media Gallery W.6; W.7; SL.5; SL.6 ADDITIONAL CITATION: PAGE 571 **WRITING**	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Make Connections BUILD INSIGHT -First Thoughts -Analysis and Discussion RL.1; SL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Character, Plot, and Theme RL.2; RL.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Connotation and Denotation L.5.b -Participles and Participial Phrases L.1; L.1.b SHARE IDEAS -Writing: Story Scene W.3; W.3.a; W.3.b; W.3.c	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Reread BUILD INSIGHT -First Thoughts -Summary -Analysis and Discussion RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read SL1.c -Figurative Language RL.4; L.5.a STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Multiple Meaning Words RL.4 -Point of View RL.5; RL.6; RL.10 SHARE IDEAS -Writing: Interpretive Text W.2; W.9.a; W.10	PREPARE TO READ/READ -Concept Vocabulary L.4.a -Reading Strategy: Evaluate Details RI.2 BUILD INSIGHT -First Thoughts -Analysis and Discussion RI.1; SL.1; L.6 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Central Idea and Supporting Evidence RI.2; RI.3 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Root: -mem- -Diction, Mood, and Tone RL.4; RI.4 SHARE IDEAS

		• Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate			-Research: Formal Research Presentation W.7; SL.4; SL.6 ADDITIONAL CITATION: PAGE 610 **WRITING** • Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate
Assessments	n/a	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Development of Ideas RI.3, RI.5 -Exit Ticket: Etymology: Greek Names L.4.c -Exit Ticket: Punctuation: Commas L.1; L.3	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Character, Plot, and Theme RL.2; RL.3 -Exit Ticket: Connotation and Denotation L.5.b -Exit Ticket: Participles and Participial Phrases L.1; L.1.b	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Figurative Language RL.4; L.5.a -Exit Ticket: Multiple Meaning Words RL.4 -Exit Ticket: Point of View RL.10	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Central Idea and Supporting Evidence RI.2; RI.3 -Exit Ticket: Latin Root: -mem- -Exit Ticket: Diction, Mood, and Tone RI.4
Unit 4 continued	PERFORMANCE TASK: Speaking and Listening				
Recommended Pacing	2 days				
Lesson Objectives	-Give and Follow Instructions				
Skills and Standards	SL.4; SL.6; L.3				
Assessments	n/a				
Unit 4 Independent Learning Texts					

Unit 4 continued	Golden Glass by Alma Luz Villanueva Short Story 1000L	For Calling the Spirit Back from Wandering the Earth in Its Human Feet by Joy Harjo A Journey by Nikki Giovanni The Road Not Taken by Robert Frost Poetry NP	The Prom by Dante Jackson Oral Storytelling Media	The Return by Ngugi wa Thiong'o Short Story 670L	
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	
Unit 4 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		
Recommended Pacing	2 days	2 days	1 day		
Lesson Objectives	Throughout this unit, students encountered many different perspectives about transformational journeys. Now, they take some time to reflect on the texts they explored and to express their own ideas. -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	In this unit, students read about journeys that lead to greater knowledge of both the world and the self. They also practiced writing an explanatory essay. Now, they will apply what they have learned. -Write an Explanatory Essay			
Skills and Standards	W.9, SL.1, SL.4, L.6	W.2, W.2a-f			

Grade 9, Unit 5: The Things We Make ESSENTIAL QUESTION: Which defines us more, nature or technology?					
	UNIT INTRODUCTION MENTOR TEXT: The Lamp at the Turning	There Will Come Soft Rains by Ray Bradbury Short Story	By the Waters of Babylon by Stephen Vincent Benét Short Story	PERFORMANCE TASK: Writing	WRITER'S HANDBOOK: Short Story

	Short Story 1110L	920L	810L		
Recommended Pacing	1 day	5 days	2 days	2 days	2 days
Lesson Objectives	-Summary -Icebreaker -QuickWrite	PREPARE TO READ/READ • Cite textual evidence to support inferences. • Analyze how an author transforms source material. BUILD INSIGHT • Cite textual evidence to support inferences. ANALYZE AND INTERPRET • Analyze the impact of an author's choices of text structure. • Conduct research to answer a question. STUDY LANGUAGE AND CRAFT • Determine two or more themes of a text. • Determine the meaning of words as used in a text. • Consult reference materials to clarify word meaning. • Verify determination of meaning of a word. • Demonstrate understanding of nuances in word meanings.	PREPARE TO READ/READ • Analyze how an author transforms source material. • Read and comprehend literature. BUILD INSIGHT • Cite textual evidence to support inferences. ANALYZE AND INTERPRET • Analyze the impact of an author's choices on plot development. • Analyze an author's choices in structuring a text. • Conduct research to answer a question. STUDY LANGUAGE AND CRAFT • Analyze the effect of word choice on meaning and tone. • Understand how language functions in different contexts. • Identify patterns of word changes. COMPARE TEXTS • Analyze an author's choices in structuring a text. • Use transitions to clarify relationships among complex ideas. • Draw evidence from texts to support analysis.	-Write a Short Story	-Planning and Prewriting -Drafting -Revising -Editing -Publishing and Presenting

Skills and Standards	RL.2; W.10; SL.6	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Make Inferences RL.1; RL.9 BUILD INSIGHT -First Thoughts -Summary -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Develop Research Questions W.7 -Linear Plot Development RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Latin Root: -man- L.4.c; L.4.d -Setting and Theme RL.2; RL.4; L.5; L.5.b	PREPARE TO READ/READ -Concept Vocabulary -Reading Strategy: Visualize RL.1; RL.9 BUILD INSIGHT -First Thoughts -Analysis RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Inquiry and Research: Develop a Research Plan W.7 -Nonlinear Plot Development RL.3; RL.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Word Families L.4.b -Diction, Syntax, and Mood RL.4; L.3 COMPARE TEXTS -Writing to Compare RL.5; W.2.c; W.9	W.3.a–e; W.10 ADDITIONAL CITATION: PAGE 664 **WRITING** • Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters. • Use a variety of techniques to sequence events so that they build on one another to create a coherent whole. • Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters • Provide a conclusion that follows from and reflects on what is experienced, observed, or resolved over the course of the narrative.	W.3.a–e; W.5; W.6; L.2; L2.c; L3
Assessments	Language Checkpoint	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Linear Plot Development RL.5 -Exit Ticket: Latin Root: -man- L.4.c; L.4.d -Exit Ticket: Setting and Theme RL.2; RL.4; L.5; L.5.b	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Nonlinear Plot Development RL.3; RL.5 -Exit Ticket: Word Families L.4.b -Exit Ticket: Diction, Syntax, and Mood RL.4; L.3	n/a	n/a
Unit 5 continued	The Mystery of the Indestructible Beetle by Lulu Miller Reflective Essay	Snowstorm by Bruna Dantas Lobato Short Story 770L	COMPARE Ask the Artist: Questions for Anicka Yi by Ancika Yi, Tate Modern	COMPARE Anicka Yi: In Love with the World by Ancika Yi, Tate Modern Commentary	PERFORMANCE TASK: Speaking and Listening

	920L		Video Media	1130L	
Recommended Pacing	4 days	4 days	3 days		2 days
Lesson Objectives	PREPARE TO READ/READ • Read and comprehend literary nonfiction. • Determine the meaning of unknown words. • Consult reference materials to clarify word meaning. BUILD INSIGHT • Cite textual evidence to support analysis. • Participate in collaborative discussions. ANALYZE AND INTERPRET • Analyze the development of a text's central ideas. • Analyze how the author unfolds a series of events. • Analyze how an author's claims are developed. • Determine an author's purpose. STUDY LANGUAGE AND CRAFT • Use phrases and clauses to convey specific meanings. SHARE IDEAS • Use precise language and domain-specific vocabulary. • Use technology to produce, publish, and update writing.	PREPARE TO READ/READ • Read and comprehend literature. • Use context clues to determine word meaning. BUILD INSIGHT • Cite textual evidence to support analysis. ANALYZE AND INTERPRET • Analyze the development of complex characters. • Pose and answer questions. STUDY LANGUAGE AND CRAFT • Determine the connotative meanings of words. • Use phrases and clauses to convey specific meanings. • Analyze nuances in word meanings with similar denotations. SHARE IDEAS • Write narratives using effective techniques. • Use a variety of techniques to sequence events. • Use precise words, telling details and sensory language.	PREPARE TO READ AND VIEW/READ AND VIEW • Acquire and use academic and domain-specific words accurately. BUILD INSIGHT • Analyze various accounts of a subject told in different mediums.		-Deliver a Poster Presentation
Skills and Standards	PREPARE TO READ/READ	PREPARE TO READ/READ	PREPARE TO READ/READ AND VIEW		W.2; W.2.a; SL.2; SL.4; SL.6

	-Concept Vocabulary L.4; L.4.c; L.6 -Reading Strategy: Read On and Reread BUILD INSIGHT -First Thoughts -Comprehension -Analysis and Discussion RI.1; SL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Central Idea and Text Structure RI.2; RI.3; RI.5 STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Etymology -Adverbial Clauses L.1.b SHARE IDEAS -Research: Multimedia Presentation W.2.d; W.6	-Concept Vocabulary L.4.a -Reading Strategy: Create Mental Images RL.6 BUILD INSIGHT -First Thoughts -Analysis and Discussion RL.1 -Explore the Essential Question ANALYZE AND INTERPRET -Close Read -Setting and Description RL.3; SL.1.c STUDY LANGUAGE AND CRAFT -Concept Vocabulary -Word Study: Denotation, Connotation, and Nuance RL4; L.5.b -Relative Clauses L.1.b SHARE IDEAS -Writing: Journal Entry W.3; W.3.c; W.3.d	-Media Vocabulary L.6 -Reading and Viewing Strategy: Synthesize BUILD INSIGHT -First Thoughts -Analysis and Discussion RI.7 -Explore the Essential Question	
Assessments	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Central Idea and Text Structure RI.2; RI.3; RI.5; RI.6 -Exit Ticket: Etymology -Exit Ticket: Adverbial Clauses L.1.b ADDITIONAL CITATION: PAGE 686 **WRITING** • Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve	SELECTION TEST -Comprehension and Vocabulary EXIT TICKETS -Exit Ticket: Setting and Description RL.3; SL.1.c -Exit Ticket: Denotation, Connotation, and Nuance RL.4; L.5.b -Exit Ticket: Relative Clauses L.1.b	n/a for Media	n/a

	a problem; narrow or broaden the inquiry when appropriate				
Unit 5 Independent Learning Texts					
Unit 5 continued	Medieval Eyeglasses: Wearable Technology of the Thirteenth Century by Danièle Cybulskie Article 1210L	Chemistry 101 by Maryiln Nelson Telescope by Ted Kooser Webcam Sonnet 4: Now by Sheenagh Pugh Poetry NP	The Machine Stops by E. M. Forster Short Story 690L	A Visit to the Doomsday Vault 60 Minutes, Scott Pelley	
Recommended Pacing	2 days				
Assessments	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	SELECTION TEST -Comprehension and Vocabulary	
Unit 5 continued	REFLECT AND RESPOND	PERFORMANCE-BASED ASSESSMENT	UNIT TEST		
Recommended Pacing	2 days	2 days	1 day		
Lesson Objectives	Throughout this unit, students encountered many different perspectives about the relationships between human beings, technology, and the natural world. Now, they will take some time to reflect on the texts they explored and to express their own ideas. -Reflect on Your Unit Goals -Reflect on the Texts -Develop Your Perspective: Unit Projects	In this unit, students read many different writers' visions of our ties to technology and machines. They also practiced writing a short story. Now, they will apply what you have learned.			
Skills and Standards	RL.10; RI.10; W.9, SL.1, SL.1d, SL.4; SL.6	W.3, W.10			

SUGGESTED PACING GUIDE

Business Computer Applications (365 Version)



iCEV Business, Marketing, Finance, IT & Media Site

Business Computer Applications (365 Version)

Scope & Sequence	Lesson Title	Objectives	Days of Teaching*
1	Workplace Technology	1. To explain the purpose of workplace technology and its impact on business practices. 2. To discuss benefits and concerns of businesses technology use. 3. To describe various types of workplace technology.	6
2	Introduction to Computers	1. To discover different types of computers. 2. To learn how to identify the role of each computer hardware component. 3. To gain knowledge of computer software. 4. To become skilled at selection, set up and maintenance of a computer.	6
3	Operating Systems & Networking	1. To understand the basic functions of computers. 2. To analyze the features of computer systems. 3. To examine the main components contributing to how computers work. 4. To observe the purpose and function of various operating systems. 5. To recognize the concept of networking.	4
4	Computer Worms & Viruses	1. To discuss the history of computer virus outbreaks. 2. To examine the difference between computer worms and viruses. 3. To discover the various types of computer worms and viruses and how to protect a computer. 4. To assess the consequences associated with computer worms and viruses.	3
5	Web Ethics & Safety	1. To illustrate the issue of cyberbullying 2. To provide skills to respond to cyberbullying 3. To discuss the issue and provide skills to deter online predators 4. To illustrate the issue of sexting 5. To describe computer viruses and provide skills to avoid them 6. To state the issues and provide skills to deter identity theft 7. To demonstrate the security components in a network 8. To explain copyright law and address the issue of plagiarism	9

6	Introduction to Digital Communications	1. To define digital communication. 2. To outline appropriate media to deliver digital products. 3. To understand various forms of digital communication outlets. 4. To apply and evaluate graphic design and editing concepts in digital communication.	16
7	Business Documents & Technology	1. To identify the four steps to document creation and to be able to compare positive, negative and persuasive messages. 2. To understand the formatting procedures for letters, memorandums and business reports. 3. To understand the technology procedures used in business.	6
8	Microsoft 365® Word Basics - Unit 1 (Welcome to Microsoft® Word)	1. To examine the document creation process. 2. To understand the use of Microsoft® Word in the workplace. 3. To identify the layout of Microsoft® Word. 4. To explore methods of customizing the program window.	4
9	Microsoft 365® Word Basics - Unit 2 (Documents, Templates & Entering Text)	1. To examine methods of opening documents and templates. 2. To identify useful keys and keyboard shortcuts to use when working in Microsoft® Word. 3. To show techniques for entering text in a document.	3
10	Microsoft 365® Word Basics - Unit 3 (Formatting Text)	1. To examine methods of selecting text. 2. To demonstrate techniques of selecting text. 3. To identify types of formatting which can be applied to text. 4. To show techniques for formatting text in a document.	2
11	Microsoft 365® Word Basics - Unit 4 (Editing & Correcting Text)	1. To show techniques for using editing tools and commands. 2. To identify editing tools and commands. 3. To examine methods of deleting and relocating text. 4. To demonstrate using overtype mode.	2
12	Microsoft 365® Word Basics - Unit 5 (Saving, Reopening, Closing & Distributing Doc)	1. To examine methods for saving documents. 2. To demonstrate closing and reopening documents. 3. To show techniques for distributing documents.	2
13	Microsoft 365® Word Basics - Unit 6 (Formatting Tools)	1. To identify formatting tools. 2. To show techniques for using formatting tools.	1
14	Microsoft365® Word Basics - Unit 7 (Formatting Paragraphs)	1. To identify methods of formatting paragraphs. 2. To show techniques used to format paragraphs. 3. To demonstrate creating bulleted, numbered and multi-level lists.	2
15	Microsoft 365® Word Basics - Unit 8 (Formatting Paragraphs)	1. To identify methods of formatting pages of a document. 2. To show techniques used to set up pages. 3. To demonstrate creating headers and footers.	3

16	Microsoft 365® Word Basics - Unit 9 (Navigating Documents)	1. To identify methods of navigating documents. 2. To show tools which can be used or added to help navigate documents.	1
17	Microsoft 365® Word Basics - Unit 10 (Tables, Text Boxes & Graphics)	1. To identify methods of creating tables, text boxes and graphic objects. 2. To show techniques for formatting tables, text boxes and graphic objects. 3. To demonstrate text wrapping. 4. To create captions for objects in documents.	5
18	Microsoft 365® Word Basics - Unit 11 (Proofing Documents)	1. To identify methods of reviewing documents. 2. To show tools which can be used to comment on or show changes made in a document.	2
19	Microsoft 365® Word Basics - Unit 12 (Macros, Quick Parts & Building Blocks)	1. To define Macros, Quick Parts and Building Blocks. 2. To show methods of utilizing Macros, Quick Parts and Building Blocks in a document. 3. To analyze techniques of developing Macros, Quick Parts and Building Blocks.	2
20	Microsoft 365® Word Basics - Unit 13 (Envelopes & Labels)	1. To examine methods of developing envelopes and labels in Word.	1
21	Microsoft 365® Word Basics - Unit 14 (Review)	1. To review concepts covered in the Microsoft 365® Word Basics units.	13
22	Written Communication Practices	1. To apply the appropriate use of grammar, spelling and punctuation rules. 2. To examine methods to organize information. 3. To discover various avenues for research and preparation for communications.	17
23	Researching Strategies & Tactics	1. To interpret and communicate information. 2. To demonstrate the use of various research strategies for obtaining information. 3. To compose and illustrate the correct form of documenting resources.	7
24	Business Letters & Memos	1. To differentiate between a business letter and a memo. 2. To examine what information should be included and when to use each. 3. To distinguish the format in which to write a business letter or memo. 4. To analyze the different means of which these documents can be distributed.	6
25	Cover Letters & Résumés	1. To describe the importance of correctly formatted cover letters and résumés. 2. To illustrate the necessary steps in building cover letters and résumés. 3. To recommend guidelines in constructing cover letters and résumés.	5
26	Business Mailing Procedures	1. To analyze the proper form in addressing business envelopes. 2. To discover the history of mail. 3. To examine how to operate mail merger software. 4. To predict future trends affecting businesses issuing mass mailers.	5

27	Business Reports & Newsletters	1. To examine the information included in business reports and newsletters. 2. To understand how to organize documents in order to ensure clear communication. 3. To analyze the various ways to distribute a document.	6
28	Microsoft 365® PowerPoint® Basics - Unit 1 (Welcome to PowerPoint®)	1. To examine techniques used to create professional presentations. 2. To understand the use of Microsoft® PowerPoint® in the workplace. 3. To identify the layout of the program window. 4. To explore methods of viewing presentations.	Coming Soon
29	Microsoft 365® PowerPoint® Basics - Unit 2 (Slide Basics)	1. To examine the different types of slide layouts. 2. To show how to add, remove, hide and unhide slides in presentations. 3. To understand methods of changing slide order. 4. To identify techniques for adding footers and slide numbers to slides.	Coming Soon
30	Microsoft 365® PowerPoint® Basics - Unit 3 (Text)	1. To examine methods for entering text. 2. To demonstrate techniques for formatting text. 3. To identify procedures for inserting and formatting WordArt.	Coming Soon
31	Microsoft 365® PowerPoint® Basics - Unit 4 (Slide Masters & Themes)	1. To define slide masters. 2. To demonstrate techniques for creating and utilizing slide masters. 3. To analyze themes. 4. To show methods used to apply themes to presentations.	Coming Soon
32	Microsoft 365® PowerPoint® Basics - Unit 5 (Notes & Speaker's Notes)	1. To examine uses for speaker notes. 2. To demonstrate techniques for adding speaker notes. 3. To identify procedures for creating notes pages.	Coming Soon
33	Microsoft 365® PowerPoint® Basics - Unit 6 (Tables & Graphics)	1. To identify methods of utilizing tables and graphics in presentations. 2. To demonstrate techniques for inserting and formatting tables and graphics in presentations. 3. To identify procedures for ordering and grouping objects.	Coming Soon
34	Microsoft 365® PowerPoint® Basics - Unit 7 (Slide Transitions & Animations)	1. To define slide transitions and animations. 2. To demonstrate techniques for applying slide transitions. 3. To identify procedures for applying animations to objects.	Coming Soon
35	Microsoft 365® PowerPoint® Basics - Unit 8 (Saving, Printing & Distributing)	1. To demonstrate techniques for saving presentations. 2. To identify procedures for presenting and distributing presentations.	Coming Soon
36	Microsoft 365® PowerPoint® Basics - Unit 9 (Review)	1. To review concepts covered in the Microsoft 365® PowerPoint® Basics units.	Coming Soon

37	Presentation Strategies & Tactics	1. To understand the strategies used when making a presentation. 2. To explore tactics used to present in different settings. 3. To utilize different visual aids to heighten the experience of the presentation.	6
38	Microsoft 365® Excel® Basics - Unit 1 (Welcome to Microsoft® Excel®)	1. To examine methods of opening workbooks. 2. To understand the use of Microsoft® Excel® in the workplace. 3. To identify the layout of the program window. 4. To explore methods of viewing workbooks and spreadsheets. 5. To demonstrate methods of saving and sharing workbooks.	Coming Soon
39	Microsoft 365® Excel® Basics - Unit 2 (Cells)	1. To examine cell references and data types. 2. To understand methods of entering and editing data in cells. 3. To apply formatting to cells in spreadsheets. 4. To create named ranges in spreadsheets.	Coming Soon
40	Microsoft 365® Excel® Basics - Unit 3 (Worksheets)	1. To complete common worksheet tasks. 2. To understand methods of customizing worksheets. 3. To apply formatting to worksheets. 4. To show methods of printing worksheets and workbooks.	Coming Soon
41	Microsoft 365® Excel® Basics - Unit 4 (Formula Basics)	1. To examine the uses of formulas. 2. To understand methods of entering and editing formulas. 3. To analyze methods of correcting formula errors. 4. To identify methods of viewing and printing formulas.	Coming Soon
42	Microsoft 365® Excel® Basics - Unit 5 (Function Basics)	1. To define functions. 2. To understand summarizing, date, logical and text functions. 3. To create summarizing, date, logical and text functions. 4. To analyze uses of summarizing, date, logical and text functions.	Coming Soon
43	Microsoft 365® Excel® Basics - Unit 6 (VLookup & Hlookup Functions, PivotTables & PivotCharts)	1. To define and utilize VLOOKUP and HLOOKUP functions. 2. To analyze and create PivotTables and PivotCharts.	Coming Soon
44	Microsoft 365® Excel® Basics - Unit 7 (Tables)	1. To create tables in worksheets. 2. To apply formatting to tables in Excel®. 3. To analyze methods of using structured references in formulas.	Coming Soon
45	Microsoft 365® Excel® Basics - Unit 8 (Charts)	1. To analyze types of charts. 2. To understand methods of creating charts. 3. To apply formatting to charts. 4. To share and publish charts.	Coming Soon

46	Microsoft 365® Excel® Basics - Unit 9 (Formatting Data)	1. To define filtering and sorting. 2. To examine methods of filtering and sorting data. 3. To understand conditional formatting. 4. To apply conditional formats.	Coming Soon
47	Microsoft 365® Excel® Basics - Unit 10 (Macros)	1. To define macros. 2. To create macros.	Coming Soon
48	Microsoft 365® Excel® Basics - Unit 11 (Review)	1. To review the concepts covered in the Microsoft 365® Excel® Basics units.	Coming Soon
49	Budgeting for Business	1. To understand the importance of budgeting. 2. To identify the parts of a budget. 3. To describe the process of creating a budget. 4. To create and implement a budget.	5
50	Microsoft 365® Access® Basics - Unit 1 (Welcome to Microsoft® Access®)	1. To understand the use of Microsoft® Access® in the workplace. 2. To identify the layout of the program window. 3. To explore types of database objects. 4. To examine database design principles. 5. To demonstrate methods of opening and saving databases.	Coming Soon
51	Microsoft 365® Access® Basics - Unit 2 (Tables)	1. To examine methods of creating and saving tables. 2. To identify field properties. 3. To explore methods of adding, editing and formatting records. 4. To demonstrate methods of printing tables.	Coming Soon
52	Microsoft 365® Access® Basics - Unit 3 (Importing Data)	1. To examine methods of importing data into Microsoft® Access®. 2. To explore methods of importing data from Microsoft® Excel®. 3. To demonstrate methods of importing data from another Access® database.	Coming Soon
53	Microsoft 365® Access® Basics - Unit 4 (Table Relationships)	1. To define table relationships. 2. To examine methods of creating and managing table relationships. 3. To show methods of printing a relationship report.	Coming Soon
54	Microsoft 365® Access® Basics - Unit 5 (Querying Databases)	1. To define queries and query criteria. 2. To demonstrate methods of creating queries. 3. To utilize the Simple Query Wizard. 4. To demonstrate using Query Design View.	Coming Soon
55	Microsoft 365® Access® Basics - Unit 6 (Forms)	1. To examine the uses of forms in databases. 2. To develop forms using the Form Tool. 3. To create forms using the Form Wizard. 4. To analyze and demonstrate form creation in Design View.	Coming Soon

56	Microsoft 365® Access® Basics - Unit 7 (Reports)	1. To understand the uses of reports in databases. 2. To explore methods of creating reports using the Report Tool and Report Wizard. 3. To demonstrate methods of creating and modifying reports in Design View.	Coming Soon
57	Microsoft 365® Access® Basics - Unit 8 (Filtering, Sorting & Searching Databases)	1. To examine methods of filtering data. 2. To understand techniques for sorting data. 3. To demonstrate methods of finding and replacing data.	Coming Soon
58	Microsoft 365® Access® Basics - Unit 9 (Database Management)	1. To examine methods of backing up databases. 2. To identify methods of compacting and repairing databases.	Coming Soon
59	Microsoft 365® Access® Basics - Unit 10 (Review)	1. To review the concepts covered in the Microsoft 365® Access® Basics units.	Coming Soon
60	Emerging Technologies	1. To discover the development of the computer industry. 2. To examine the progression of technology and computers throughout history. 3. To research new and emerging technologies of the 21st century.	5

* *Days of Teaching* identifies the number of days a lesson may take if all lesson plan items (i.e., activities, projects, handouts, etc.) are utilized as written by iCEV curriculum writers. Flexibility within the lesson plan allows instructor autonomy of implementation for each item.

Coming Soon - Microsoft 365® Units will be added throughout the 2024-2025 school year.

IS Compliance Training



Team Members

Sascha Hayes- **IS Compliance Coordinator**

IS Compliance Specialists

Natalina Archambeault

Irina Bardusova

Asma Jawed

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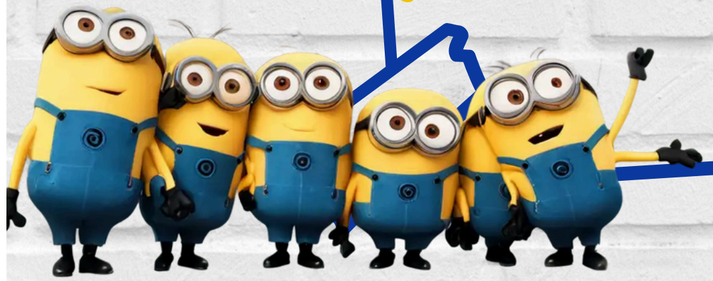


Agenda

- Work Sample Guidelines
- Examples of Good IS Compliance
- Learning Report Reminders & Updates
- Assigned Work Record
- Attendance Scenarios
- Tips & Tricks
- Celebrations for IS Compliance

Work Sample Guidelines

Good Work Samples Guidelines

- Minimum 5 questions on a work sample that is multiple choice or short answer
- Work samples can go onto more than one page
- Completed work
- Tests & Quizzes
- Written work: Essays, short answer
- Best work from the learning period
- Places good work from : Google Classroom, Burlington, Edmentum, SAVVAS
- Workbook pages
- Work Sample is clearly marked on AWR

Bad Work Samples Guidelines

- Incomplete Work (unless this is all you have for the whole learning period)
- Same work from previous learning periods
- Written work that does not match the student
- Work Sample is not on the AWR
- Duplicate work samples being used for many students without original work
- Certificates of Completion
- Answer Keys being made into work samples

Updated Oct 2025

Work Samples Must Include



- Student Name (Stamp in Brain works)
- Teacher Name (Stamp in Brain works)
- Course Name (Stamp in Brain works)
- Date work was completed within learning period (Teacher adds to sample)
- Grade or Points determination (Teacher adds to sample)

Example of Work Samples

Link to folder for samples: October 2025 IS Compliance Training



Learning Report Reminders



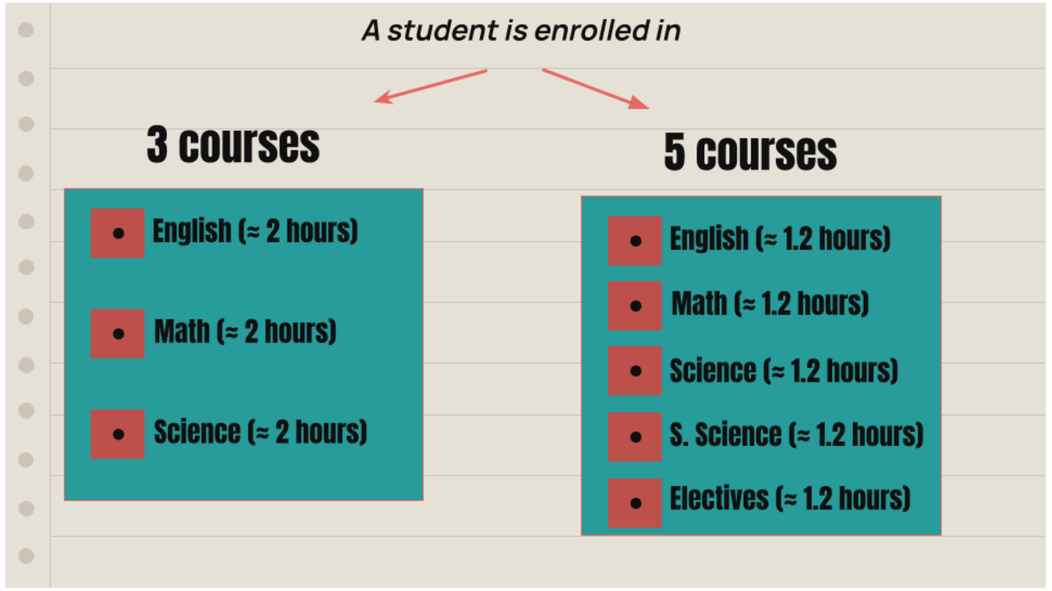
1. Please **do not use Withdraw or LOA** for Grade in the Brain for the Learning Report (This will be removed ASAP.)
2. **Only** use Decline if the student is not in the correct course

Instructional Minutes Calculation

1.	Annual	64,800 minutes
2.	Instructional Days	197 days
3.	Hours Per Day	≈6 hours

Teachers will assign a minimum of 30 hours (1,800 minutes) for the week.

*these numbers have been rounded up to ensure we meet the annual instructional minute requirement



Instructional Minutes by Learning Period

Learning Period	Instructional Days	Monthly Minutes Reflected on AWR
M1	17	6,120
M2	20	7,200
M3	20	7,200
M4	14	5,040
M5	15	5,400
M6	19	6,840
M7	18	6,480

Learning Period	Instructional Days	Monthly Minutes Reflected on AWR
M8	14	5,040
M9	13	6,480
M10	19	6,480
M11	19	6,480

Updated October 2025

CICA
25-26 LEARNING PERIODS

MONTH	START	END Compliance Due	INSTRUCTIONAL DAYS
1	August 11, 2025	September 5, 2025	16
2	September 8, 2025	October 3, 2025	20
3	October 6, 2025	October 31, 2025	20
4	November 3, 2025	November 28, 2025	14
5	December 1, 2025	January 9, 2025	20
6	January 12, 2026	February 6, 2026	19
7	February 9, 2026	March 6, 2026	18
8	March 9, 2026	April 3, 2026	14
9	April 6, 2026	May 1, 2026	18
10	May 4, 2026	May 29, 2026	19
11	June 1, 2026	June 26, 2026	19

Updated October 2025

AWR Guidelines



- **Assignment -** Detailed enough to know where the assignment came from
- **Time Value-** for the month is in alignment with the instructional minutes for each learning period to meet the 64,800 minutes annually
- **The assignment score** on AWR matches the assignment score on the work sample
- Any IS in PowerSchool should be reflected on the AWR and/or the Synch Log
- Make sure to add your **digital signature** to the downloaded PDF before submission to the Brain
- AWR (PDF) will be submitted to the first course on the learning report as a 3rd sample

How does the AWR affect Work Samples



Update for M3 - moving forward

Please *Highlight* the assignments turned in for compliance so we can identify the samples

Schedule		Course	Assignment	Time Value in Minutes	Submitted ✔	Percent Complete per Week	Assignment Score	Total Points
Week 1	9/8/2025	English 9	Read: Life of Pi	120.00	☑		100	100
		EFWL	English Language Development	120.00				100
		World History	Read: The Protestant Reformation	120.00				100
	9/9/2025	English 9	Read: Life of Pi	120.00	☑		100	100
		EFWL	English Language Development	120.00				100
		World History	Read: The Protestant Reformation	120.00				100
	9/10/2025	English 9	Close Read: Life of Pi	120.00	☑		100	100
		EFWL	English Language Development	120.00				100
		World History	Notes: The Protestant Reformation	120.00				100
	9/11/2025	English 9	Quiz: Life of Pi	120.00	☑		100	100
		EFWL	English Language Development	120.00				100
		World History	Quiz: The Protestant Reformation	120.00				100
		English 9	Remediation: Life of Pi	120.00	☑		100	100
		EFWL	English Language Development	120.00				100

Attendance Scenarios

EC. 51747(b)- “ A local educational agency may claim apportionment credit for independent study only to the extent that the time value of the pupil work products as personally judged in each instance by the certificated teacher employed by the local agency”



Time Value vs Time Spent

Time Value : Determined by credentialed teacher for course or lesson when creating lesson plan/ syllabus

- (eg. This assignment will take and average of 1.5 hours)

Time Spent - Asynchronous/Synchronous/Assignments (Document time student spent on beginning and completion of assignment)

Time Value for ADA- (A) For each school day add the combined equivalent daily time value of pupil work products as personally judged by the certificated employee of the LEA. (i) For purposes of this section pupil work products may include the daily time value spent by a pupil engaged in asynchronous instruction including work completed on an online or computer-based instructional activity, regardless of whether pupil work products are produced, if the computer program documents pupil participation. -CCIS Webinar August 2024

Scenario # 1

Work Product (work assigned) + work completed = Full ADA

EC. 51747(b)- " A local educational agency may claim apportionment credit for independent study only to the extent that the time value of the pupil work products as personally judged in each instance by the certificated teacher employed by the local agency"

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Scenario # 2

Work Product (work assigned + some work completed) = Some ADA

+ Synchronous Instruction = Could be full ADA with Documentation of Synchronous Instruction.

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Scenario # 3

Work Product (work assigned + some work completed) = Some ADA

\+ **Asynchronous Instruction = Could be full ADA with Documentation of Asynchronous Instruction**

EC 51747.5 (b) (2)(A)(ii)- "For purposes of this section, pupil work products may include the daily time value spent by a pupil engaged in asynchronous instruction, including work completed on an online or computer-based instructional activity, regardless of whether pupil work products are produced. If the computer program documents pupil participation. The local educational agency shall maintain documentation of each hour or fraction of an hour of both pupil work products and the time the pupil engaged in asynchronous instruction.

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Tips & Tricks



IS Compliance Tips & Tricks

Teacher Appreciations



Stephen Fowler,
Daniel Bubela,
Nicole Kafarova,
Denisse Goldstein,
Hoffman Kenneth

Michael Ransom,
Stefania Sideri,
James St. Clair,
Heather Mashler.

Norma Mower,
Oksana Reznik,
Charles Schwab,
Christine Straub

Lisa Batturaro, Dean Bodholdt,
Christophe Chalaye, Lyubov Chorney,
Christine Cox, Naomi Davenport-Blanco,
Tracy Hastings, Jennifer Jones,
Nataliia Maksymiv


Thank You
If you have additional questions reach out to Sascha or your IS Compliance Specialist

IS Compliance Training



Team Members

Sascha Hayes- **IS Compliance Coordinator**

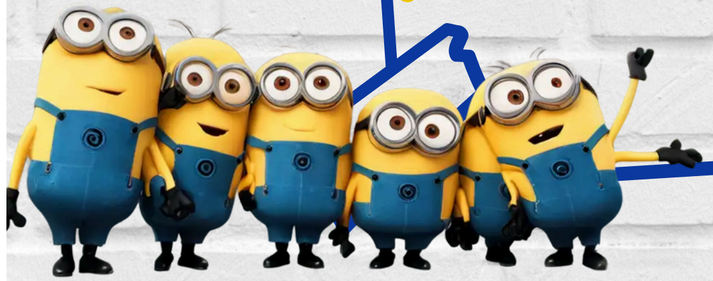
IS Compliance Specialists

Natalina Archambeault

Irina Bardusova

Asma Jawed

Johanna Palacios



Agenda

- Work Sample Guidelines
- Examples of Good IS Compliance
- Learning Report Reminders & Updates
- Assigned Work Record
- Attendance Scenarios
- Tips & Tricks
- Celebrations for IS Compliance

Work Sample Guidelines

Good Work Samples Guidelines

- Minimum 5 questions on a work sample that is multiple choice or short answer
- Work samples can go onto more than one page
- Completed work
- Tests & Quizzes
- Written work: Essays, short answer
- Best work from the learning period
- Places good work from : Google Classroom, Burlington, Edmentum, SAVVAS
- Workbook pages
- Work Sample is clearly marked on AWR

Bad Work Samples Guidelines

- Incomplete Work (unless this is all you have for the whole learning period)
- Same work from previous learning periods
- Written work that does not match the student
- Work Sample is not on the AWR
- Duplicate work samples being used for many students without original work
- Certificates of Completion
- Answer Keys being made into work samples

Updated Oct 2025

Work Samples Must Include



- Student Name (Stamp in Brain works)
- Teacher Name (Stamp in Brain works)
- Course Name (Stamp in Brain works)
- Date work was completed within learning period (Teacher adds to sample)
- Grade or Points determination (Teacher adds to sample)

Example of Work Samples

Link to folder for samples: October 2025 IS Compliance Training



Learning Report Reminders



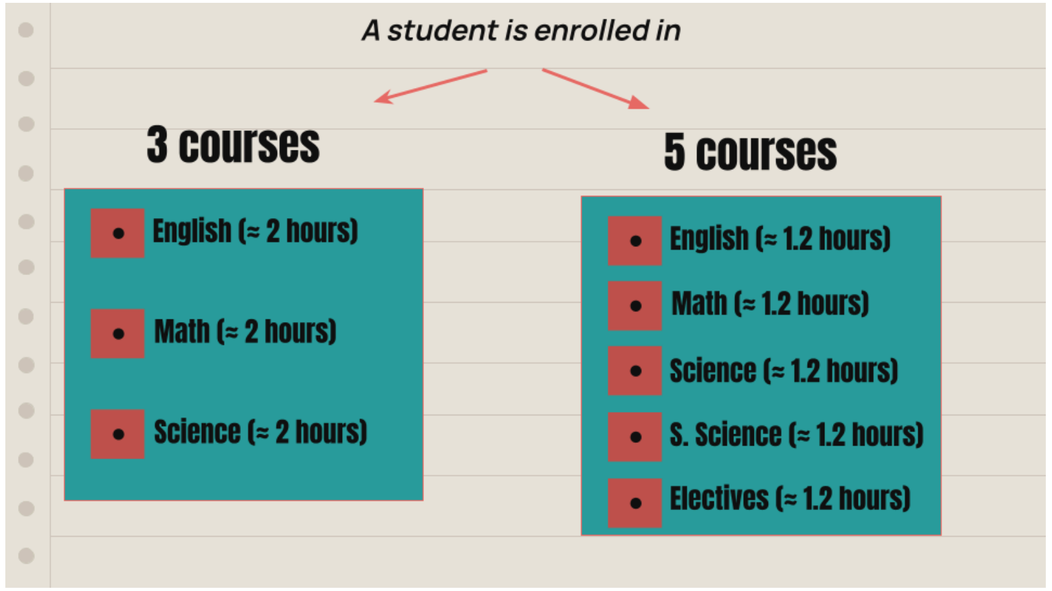
1. Please **do not use Withdraw or LOA** for Grade in the Brain for the Learning Report (This will be removed ASAP.)
2. **Only** use Decline if the student is not in the correct course

Instructional Minutes Calculation

1.	Annual	64,800 minutes
2.	Instructional Days	197 days
3.	Hours Per Day	≈6 hours

Teachers will assign a minimum of 30 hours (1,800 minutes) for the week.

*these numbers have been rounded up to ensure we meet the annual instructional minute requirement



Instructional Minutes by Learning Period

Learning Period	Instructional Days	Monthly Minutes Reflected on AWR
M1	17	6,120
M2	20	7,200
M3	20	7,200
M4	14	5,040
M5	15	5,400
M6	19	6,840
M7	18	6,480

Learning Period	Instructional Days	Monthly Minutes Reflected on AWR
M8	14	5,040
M9	13	6,480
M10	19	6,480
M11	19	6,480

Updated October 2025

CICA
25-26 LEARNING PERIODS

MONTH	START	END Compliance Due	INSTRUCTIONAL DAYS
1	August 11, 2025	September 5, 2025	16
2	September 8, 2025	October 3, 2025	20
3	October 6, 2025	October 31, 2025	20
4	November 3, 2025	November 28, 2025	14
5	December 1, 2025	January 9, 2025	20
6	January 12, 2026	February 6, 2026	19
7	February 9, 2026	March 6, 2026	18
8	March 9, 2026	April 3, 2026	14
9	April 6, 2026	May 1, 2026	18
10	May 4, 2026	May 29, 2026	19
11	June 1, 2026	June 26, 2026	19

Updated October 2025

AWR Guidelines



- **Assignment -** Detailed enough to know where the assignment came from
- **Time Value-** for the month is in alignment with the instructional minutes for each learning period to meet the 64,800 minutes annually
- **The assignment score** on AWR matches the assignment score on the work sample
- Any IS in PowerSchool should be reflected on the AWR and/or the Synch Log
- Make sure to add your **digital signature** to the downloaded PDF before submission to the Brain
- AWR (PDF) will be submitted to the first course on the learning report as a 3rd sample

How does the AWR affect Work Samples

Update for M3 - moving forward

Please *Highlight* the assignments turned in for compliance so we can identify the samples



Schedule		Course	Assignment	Time Value in Minutes	Submitted ✔	Percent Complete per Week	Assignment Score	Total Points
Week 1	9/8/2025	English 9	Read: Life of Pi	120.00	☑		100	100
		EFWL	English Language Development	120.00				100
		World History	Read: The Protestant Reformation	120.00				100
	9/9/2025	English 9	Read: Life of Pi	120.00	☑		100	100
		EFWL	English Language Development	120.00				100
		World History	Read: The Protestant Reformation	120.00				100
	9/10/2025	English 9	Close Read: Life of Pi	120.00	☑		100	100
		EFWL	English Language Development	120.00				100
		World History	Notes: The Protestant Reformation	120.00				100
	9/11/2025	English 9	Quiz: Life of Pi	120.00	☑		100	100
		EFWL	English Language Development	120.00				100
		World History	Quiz: The Protestant Reformation	120.00				100
		English 9	Remediation: Life of Pi	120.00	☑		100	100
		EFWL	English Language Development	120.00				100

Attendance Scenarios

EC. 51747(b)- “ A local educational agency may claim apportionment credit for independent study only to the extent that the time value of the pupil work products as personally judged in each instance by the certificated teacher employed by the local agency”



Time Value vs Time Spent

Time Value : Determined by credentialed teacher for course or lesson when creating lesson plan/ syllabus

- (eg. This assignment will take and average of 1.5 hours)

Time Spent - Asynchronous/Synchronous/Assignments (Document time student spent on beginning and completion of assignment)

Time Value for ADA- (A) For each school day add the combined equivalent daily time value of pupil work products as personally judged by the certificated employee of the LEA. (i) For purposes of this section pupil work products may include the daily time value spent by a pupil engaged in asynchronous instruction including work completed on an online or computer-based instructional activity, regardless of whether pupil work products are produced, if the computer program documents pupil participation. -CCIS Webinar August 2024

Scenario # 1

Work Product (work assigned) + work completed = Full ADA

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- *Credit CCIS Webinar August 2024*

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Tips & Tricks



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PACING GUIDE

The guide on these pages suggests the core time to spend on the lessons within each chapter. Time allotments for chapters exclude any additional activities or projects you may choose to add.

Instructional Segment 1: Ecosystem Interactions and Energy

Ecology is one area where you will be spending extra time as the integration of earth science is important to understand the biology concepts presented. The focus of this instructional segment is on the Performance Expectations relating to Ecosystems: Interactions, Energy, and Dynamics. **Chapter 1** begins the instructional segment and goes on to discuss Earth's global systems, climate, and how climate affects life. This chapter provides the basic understanding of weather and climate so that students are able to investigate climate and global change in more detail in Chapter 23. **Chapter 2** discusses population growth, carrying capacity, and what types of factors impact population growth. The Chapter Lab, *Estimating Population Size* helps students in their mastery of HS-LS2-1. In Lesson 2.3, students can apply what they have learned about population growth to human population growth and discover how events—both human-caused and non-human caused—have impacted population growth.

Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 1 The Biosphere		
1.1 Introduction to Global Systems	1	0.5
Lab: Effects of Greenhouse Gases	1	0.5
1.2 Climate, Weather, and Life	1.5	0.75
1.3 Biomes and Aquatic Ecosystems	1.5	0.75
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 1 TOTAL	**7**	**3.5**

Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 2 Populations		
2.1 How Populations Grow	1	0.5
Lab: Estimating Population Size	1	0.5
2.2 Limits to Growth	1.5	0.75
2.3 Human Population Growth	1.5	0.75
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 2 TOTAL	**7**	**3.5**

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PACING GUIDE

Instructional Segment 2: History of Earth's Atmosphere: Photosynthesis and Respiration

Instructional Segment 2 combines performance expectations that relate to both life and earth sciences. **Chapter 3** discusses ecosystems and energy flow through ecosystems. The Quick Lab in Chapter 3, *How Can You Model Energy Flow in Ecosystems?* helps in the mastery of HS-LS4-2. Lesson 3.3 Cycles of Matter provides the information students need about the various cycles of matter so they can understand how humans and human activity affects each of these cycles. **Chapter 4** introduces the concepts of energy, light, and photosynthesis. The Case Study on building an artificial leaf helps students in their understanding of energy in chemical processes (HS-ESS3-4). The Performance-Based Assessment has students analyzing data about the effect of the California wildfires on the amount of carbon that can be stored in the forests, which helps them in the mastery of HS-ESS2-6. **Chapter 5** covers the process of cellular respiration. The Chapter Lab, *Making a Model of Cellular Respiration* provides students with a hands-on experience for the mastery of HS-LS1-7.

Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 3 Ecosystems		
3.1 Energy, Producers, and Consumers	1	0.5
3.2 Energy Flow in Ecosystems	1.5	0.75
3.3 Cycles of Matter	1.5	0.75
Lab: The Effect of Fertilizer on Algae	1	0.5
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 3 TOTAL	**7**	**3.5**

Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 4 Photosynthesis		
4.1 Energy and Life	1.5	0.75
4.2 Photosynthesis: An Overview	1	0.5
Lab: Plant Pigments and Photosynthesis	1	0.5
4.3 The Process of Photosynthesis	1.5	0.75
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 4 TOTAL	**7**	**3.5**
Chapter 5 Cellular Respiration		
5.1 Cellular Respiration: An Overview	1.5	0.5
5.2 The Process of Cellular Respiration	1	0.5
Lab: Making a Model of Cellular Respiration	1	0.5
5.3 Fermentation	1.5	0.75
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 5 TOTAL	**6**	**2.75**

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Instructional Segment 3: Evidence of Common Ancestry and Diversity

Instructional Segment 3 also focuses on performance expectations that relate to both life and earth sciences. **Chapter 6** begins a historical perspective on Charles Darwin—his travels, observations, and the various scientists who influenced his theory of natural selection. The Chapter Lab, *Evidence of Evolution*, provides students with the opportunity to investigate several lines of evidence of evolution and communicate that information effectively (HS-LS4-1). The Performance-Based Assessment, *Evolution in Action*, has students analyzing information about adaptation in beak size due to environmental conditions (HS-LS4-2). **Chapter 7** covers classification, starting with a historical view of the how the system of classification has changed over time. Updated cladograms and a tree of life are used to show evidence of common ancestry as well as the huge diversity of life on Earth. **Chapter 8** covers the history of planet Earth. Lessons 8.1 and 8.2 provide the background information that students need in their mastery of HS-ESS1-5 when the theory of plate tectonics is covered. Earth's formation and early history helps in the understanding of HS-ESS1-6. The Chapter Lab and the lesson narratives revisit the properties of water and expand upon them to aid in concepts of how water affects Earth's surface. Lesson 8.3 focuses on how earth and life have evolved together (HS-ESS2-7). The Performance-Based Assessment, *Evaluating Evidence from the K-T Boundary*, has students evaluate evidence and synthesize what they have learned in the chapter to provide an explanation of evolution (HS-LS4-5). **Chapter 9** is an overview of animals, including human evolution, classification, diversity, and animal behavior. The Chapter Lab, *The Role of Group Behavior*, helps students in the mastery of HS-LS2-8.

Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 6 Darwin's Theory of Evolution		
6.1 A Voyage of Discovery	1.5	0.75
6.2 Ideas That Influenced Darwin	1.5	0.75
6.3 Darwin's Theory: Natural Selection	1	0.5
6.4 Evidence of Evolution	1	0.5
Lab: Evidence of Evolution	1	0.5
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 6 TOTAL	**8**	**4**
Chapter 7 Biodiversity and Classification		
7.1 Finding Order in Biodiversity	1.5	0.75
7.2 Modern Evolutionary Classification	1	0.5
Lab: Construct a Cladogram	1	0.5
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 7 TOTAL	**5.5**	**2.75**

Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 8 History of Life		
8.1 Earth's Origin	1.5	0.75
Lab: Formation of Caves	1	0.5
8.2 Life's Early History	1	0.5
8.3 Earth and Life Evolve Together	1	0.5
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 8 TOTAL	**6.5**	**3.25**
Chapter 9 Animal Evolution, Diversity, and Behavior		
9.1 Introduction to Animals	1.5	0.75
9.2 Animal Evolution and Diversity	1.5	0.75
9.3 Primate Evolution	1	0.5
9.4 Social Interactions and Group Behavior	1	0.5
Lab: The Role of Group Behavior	1	0.5
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 9 TOTAL	**8**	**4**

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PACING GUIDE

Instructional Segment 4: Inheritance of Traits

Instructional Segment 4 focuses on performance expectations relating to both Heredity: Inheritance and Variation of Traits as well as one performance expectation from Biological Evolution: Unity and Diversity. **Chapter 10** starts with a historical look back at Mendel and his experiments on pea plants and the inheritance of traits. The Analyzing Data *Human Blood Types* helps students in the mastery of HS-LS3-1. The process of meiosis is described and compared with mitosis to help students understand the difference. **Chapter 11** covers DNA and DNA replication. Students are able to learn about the experiments and discoveries that ultimately led to the discovery of the double helix model of DNA. **Chapter 12** covers RNA and protein synthesis. The influence of mutations as a factor that causes variation of traits is also covered. The Chapter Lab The *Effect of Mutations* allows students to see how mutations influence the synthesis of proteins (HS-LS3-2). **Chapter 13** provides an overview of evolution in populations. In the Performance-Based Assessment, *When Weeds Fight Back*, students will analyze data to see how advantageous traits increase in populations (HS-LS4-3). The Case Study relates antibiotic resistance to evolution (HS-LS4-4). **Chapter 14** is focused on human genetics. Students can apply what they have learned about the inheritance of traits to humans. They will also learn about genetic disorders. **Chapter 15** is about genetic engineering and biotechnology. Although there aren't performance expectations that relate to most of this chapter, this topic is one that often interests students.

Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 10 Introduction to Genetics		
10.1 The Work of Gregor Mendel	1.5	0.75
10.2 Applying Mendel's Principles	1	0.5
10.3 Other Patterns of Inheritance	1.5	0.75
10.4 Meiosis	1	0.5
Lab: A Model of Meiosis	1	0.5
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 10 TOTAL	**8**	**4**
Chapter 11 DNA		
11.1 Identifying the Substance of Genes	1	0.5
Lab: Using DNA to Identify Species	1	0.5
11.2 The Structure of DNA	1.5	0.75
11.3 DNA Replication	1.5	0.75
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 11 TOTAL	**7**	**3.5**

Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 12 RNA and Protein Synthesis		
12.1 RNA	1.5	0.75
12.2 Ribosomes and Protein Synthesis	1.5	0.75
12.3 Gene Regulation and Expression	1	0.5
12.4 Mutations	1	0.5
Lab: The Effect of Mutations	1	0.5
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 12 TOTAL	**8**	**4**
Chapter 13 Evolution of Populations		
13.1 Genes and Variation	1	0.5
13.2 Evolution as Genetic Change	2	1
13.3 The Process of Speciation	1	0.5
Lab: Competing for Resources	1	0.5
13.4 Molecular Evolution	1	0.5
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 13 TOTAL	**7**	**4**

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Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 14 The Human Genome		
14.1 Human Chromosomes	1.5	0.75
14.2 Human Genetic Disorders	1.5	0.75
14.3 Studying the Human Genome	1	0.5
Lab: Gel Electrophoresis	1	0.5
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 14 TOTAL	**7**	**3.5**

Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 15 Biotechnology		
15.1 Changing the Living World	1	0.5
15.2 The Process of Genetic Engineering	1.5	0.75
15.3 Applications of Biotechnology	1	0.5
Lab: Using DNA to Solve Crimes	1	0.5
15.4 Ethics and Impacts of Biotechnology	1.5	0.75
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 15 TOTAL	**7**	**3.25**

Instructional Segment 5: Structure, Function, and Growth (from Cells to Organisms)

The focus of this instructional segment are the performance expectations from LS1: From Molecules to Organisms: Structures and Processes. **Chapter 16** is a review of the structure and function of a cell. The concept of homeostasis is introduced, and will be a recurring theme that will be revisited throughout later chapters. **Chapter 17** covers the growth and development of organisms through the cell cycle and differentiation. The Chapter Lab *Regeneration in Planaria* has students design an experiment to illustrate the process of both cell division and differentiation (HS-LS1-4). **Chapter 18** covers plant structure, function, and homeostasis. **Chapters 19 and 20** start an in-depth look at animal systems. The Chapter 20 Performance-Based Assessment, *Design a Model of Interacting Systems*, allows students to investigate the interaction of various body systems (HS-LS1-2). **Chapter 21** focuses on the human body, allowing students to relate structure to function, and see how the various systems of the body work to maintain homeostasis.

Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 16 Cell Structure and Function		
16.1 Life Is Cellular	1.5	0.75
16.2 Cell Structure	1.5	0.75
16.3 Cell Transport	1	0.5
Lab: Detecting Diffusion	1	0.5
16.4 Homeostasis and Cells	1.5	0.75
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 16 TOTAL	**8.5**	**4.25**

Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 17 Cell Growth and Division		
17.1 Cell Growth and Reproduction	1	0.5
17.2 Cell Division	1.5	0.75
17.3 Regulating the Cell Cycle	1.5	0.75
17.4 Cell Differentiation	1	0.5
Lab: Regeneration in Planaria	1	0.5
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 17 TOTAL	**8**	**4**

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Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 18 Plant Structure and Function		
18.1 Roots, Stems, and Leaves	1.5	0.75
18.2 Plant Hormones and Tropisms	1.5	0.75
18.3 Plants and People	1	0.5
Lab: How do plant adaptations compare?	1	0.5
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 18 TOTAL	**7**	**3.5**
Chapter 19 Animal Systems I		
19.1 Feeding and Digestion	1.5	0.75
19.2 Respiration	1	0.5
19.3 Circulation	1	0.5
Lab: Exercise and Heart Rate	1	0.5
19.4 Excretion	1.5	0.75
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 19 TOTAL	**8**	**4**

Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 20 Animal Systems II		
20.1 Response	1.5	0.75
20.2 Movement and Support	1	0.5
Lab: Designing an Artificial Limb	1	0.5
20.3 Reproduction	1	0.5
20.4 Homeostasis	1.5	0.75
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 20 TOTAL	**8**	**4**
Chapter 21 The Human Body		
21.1 Organization of the Human Body	1.5	0.75
21.2 Human Systems I	1	0.5
Lab: Testing for Lead	1	0.5
21.3 Human Systems II	1	0.5
21.4 Immunity and Disease	1.5	0.75
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 21 TOTAL	**8**	**4**

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Instructional Segment 6: Ecosystem Stability and the Response to Climate Change

Chapter 22 discusses communities and ecosystem dynamics, including how species interact, succession, and how all of this impacts biodiversity. Both the Case Study and Performance-Based Assessment relate to the issue of the reintroduction of wolves to Yellowstone National Park and will help students achieve mastery of HS-LS2-2. **Chapter 23** is the culmination of the program. This chapter takes what students have learned and has them apply it to understand how different factors have affected the planet.

Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 22 Communities and Ecosystem Dynamics		
22.1 Habitats, Niches, and Species Interactions	1.5	0.75
22.2 Succession	1.5	0.75
22.3 Biodiversity, Ecosystems, and Resilience	1	0.5
Lab: Biodiversity on the Forest Floor	1	0.5
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 22 TOTAL	**7**	**3.5**

Chapter Title / Lesson Title	Periods (approx.)	Blocks (approx.)
Chapter 23 Humans and Global Change		
23.1 Humanity, Global Systems, and Change	1	0.5
Lab: Calculating Ecological Footprints	1	0.5
23.2 Anthropogenic Global Change and its Effects	1.5	0.75
23.3 Measuring and Responding to Climate Change	1.5	0.75
23.4 Modeling Sustainability, Resilience, and Adaptation	1	0.5
Performance-Based Assessment	1	0.5
Case Study, Revisit Anchoring Phenomenon	1	0.5
CHAPTER 23 TOTAL	**8**	**4**

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PACING GUIDE

The guide on these pages suggests the core time to spend on each experience of each investigation (including labs). Time allotments for investigations exclude any additional activities or projects you may choose to add.

INSTRUCTIONAL SEGMENT 1

SECTION TITLE	PERIODS (approx.)	MINUTES (approx.)
INVESTIGATION 1 Combustion—Matter, Energy, and Change		
1 Introduction to Energy	3	105
2 Modeling Energy	3	115
3 Conservation of Mass	2.5	95
Performance-Based Assessment	1	40
INVESTIGATION 1 TOTAL	**9.5**	**355**
INVESTIGATION 2 Energy Transfer and Conservation		
1 Manifestations of Energy	3	105
2 Mechanisms of Heat Flow	3	110
3 Thermal Equilibrium	2.5	100
Performance-Based Assessment	1	40
INVESTIGATION 2 TOTAL	**9.5**	**355**
INVESTIGATION 3 Energy Transfer and Conservation		
1 Heat Flow Within Earth	3	105
2 Plate Tectonics	2	90
Performance-Based Assessment	1	40
INVESTIGATION 3 TOTAL	**6**	**235**

INSTRUCTIONAL SEGMENT 2

SECTION TITLE	PERIODS (approx.)	MINUTES (approx.)
INVESTIGATION 4 Atomic Structure		
1 Modeling Atoms	2.5	100
2 Atomic Emission Spectra and the Bohr Model	3	105
3 Modern Atomic Theory	3	105
4 Electrons in Atoms	2.5	100
Performance-Based Assessment	1	40
INVESTIGATION 4 TOTAL	**12**	**450**
INVESTIGATION 5 The Periodic Table		
1 The Periodic Table: An Overview	2.5	95
2 The Periodic Table and Atomic Structure	3	105
3 Periodic Trends	3	105
Performance-Based Assessment	1	40
INVESTIGATION 5 TOTAL	**9.5**	**345**
INVESTIGATION 6 Chemical Bonding		
1 Ionic Bonds	3	105
2 Metallic Bonds	2.5	95
3 Covalent Bonds	2.5	90
4 Intermolecular Attractions	2.5	95
5 Names and Formulas of Compounds	3	105
Performance-Based Assessment	1	40
INVESTIGATION 6 TOTAL	**14.5**	**530**

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GOT MORE TIME? If time allows, personalize and enhance your instructional plan by assigning the activities with the got more time icon in the planners.

INSTRUCTIONAL SEGMENT 3

SECTION TITLE	PERIODS (approx.)	MINUTES (approx.)
INVESTIGATION 7 Physical Properties of Materials		
1 States of Matter	2.5	95
2 Modeling Phase Changes	3	105
3 Comparing Ionic and Molecular Compounds	3	105
4 Comparing Metals and Nonmetals	2.5	95
5 Water and Aqueous Systems	2.5	100
6 Properties of Solutions	3	105
Performance-Based Assessment	1	40
INVESTIGATION 7 TOTAL	**17.5**	**645**
INVESTIGATION 8 Chemical Quantities		
1 The Mole Concept	2.5	90
2 Molar Relationships	3	110
3 Percent Composition and Empirical Formulas	3	110
4 Concentrations of Solutions	3	110
Performance-Based Assessment	1	40
INVESTIGATION 8 TOTAL	**12.5**	**460**
INVESTIGATION 9 Chemical Reactions		
1 Modeling Chemical Reactions	2.5	95
2 Predicting Outcomes of Chemical Reactions	2.5	100
3 Reactions in Aqueous Solutions	2.5	100
Performance-Based Assessment	1	40
INVESTIGATION 9 TOTAL	**8.5**	**335**

INSTRUCTIONAL SEGMENT 3 continued

SECTION TITLE	PERIODS (approx.)	MINUTES (approx.)
INVESTIGATION 10 Stoichiometry		
1 Quantifying Reactants and Products	3	105
2 Chemical Calculations	3	105
3 Limiting Reagent and Percent Yield	2.5	100
Performance-Based Assessment	1	40
INVESTIGATION 10 TOTAL	**9.5**	**350**
INVESTIGATION 11 Thermochemistry		
1 Energy in Chemical Bonds	3.5	125
2 Enthalpies of Formation and Reaction	2.5	100
3 Enthalpy in Changes of State	3	105
Performance-Based Assessment	1	40
INVESTIGATION 11 TOTAL	**10**	**370**

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PACING GUIDE

The guide on these pages suggests time allocations for the core activities in each experience, investigation and instructional segment (including labs). These allotments exclude "Got More Time" activities or projects you may choose to add.

SECTION	Days
INSTRUCTIONAL SEGMENT 4 The Chemistry of Climate Change	31
Encounter Anchoring Phenomenon	0.5
INVESTIGATION 12 Weather and Climate	14
Encounter Investigative Phenomenon	0.5
1 Earth's Surface Systems	2.5
2 Water and Energy in the Atmosphere	2.5
3 Atmospheric System Feedbacks	2.5
4 Long-Term Climate Factors	2
5 Short-Term Climate Factors	2.5
Investigation Assessment*	1.5
⊕ **GOT MORE TIME** Activities	+5.5
INVESTIGATION 13 Global Climate Change	16.5
Encounter Investigative Phenomenon	0.5
1 The Chemistry of Earth's Atmosphere	2.5
2 Evidence of Climate Change	2
3 Anthropogenic Carbon Emissions	2.5
4 Climate Models	2.5
5 Consequences of Climate Change	2.5
6 Responses to Climate Change	2.5
Investigation Assessment*	1.5
⊕ **GOT MORE TIME** Activities	+6

SECTION	Days
INSTRUCTIONAL SEGMENT 5 The Dynamics of Chemical Reactions and Ocean Acidification	31
Encounter Anchoring Phenomenon	0.5
INVESTIGATION 14 Reaction Rates and Equilibrium	9
Encounter Investigative Phenomenon	0.5
1 Rates of Reaction	2.5
2 The Progress of Chemical Reactions	2
3 Reversible Reactions and Equilibrium	2.5
Investigation Assessment*	1.5
⊕ **GOT MORE TIME** Activities	+3
INVESTIGATION 15 Acid-Base Equilibria	9.5
Encounter Investigative Phenomenon	0.5
1 Acids, Bases, and Salts	2.5
2 Reactions of Acids and Bases	2.5
3 Buffers and Equilibria	2.5
Investigation Assessment*	1.5
⊕ **GOT MORE TIME** Activities	+4.5
INVESTIGATION 16 Ocean Acidification	12
Encounter Invsestigative Phenomenon	0.5
1 Ocean pH Levelsw	2.5
2 The Ocean as a Carbon Sink	2.5
3 The Ocean and Climate Change	2.5
4 Consequences of Ocean Acidification	2.5
Investigation Assessment*	1.5
⊕ **GOT MORE TIME** Activities	+5.5

GOT MORE TIME?
If time allows, personalize and enhance your instructional plan by assigning the activities with the got-more-time icon in the planners.

Activities include: Analyzing Data, Animation, Authentic Reading, Engineering Design Challenge, Interactivity, Problem-Based Learning, and Writing About Science.

*Investigation Assessment includes Performance-Based Assessment, 3-D Assessment, and Revisit Anchoring Phenomenon.

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Pacing at a Glance

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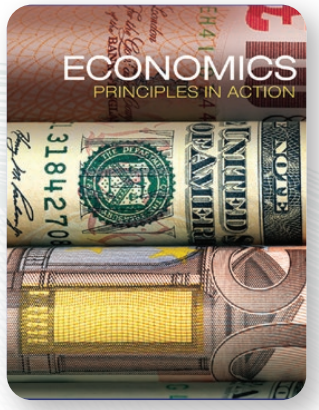
ECONOMICS
PRINCIPLES IN ACTION

Topic	Essential Question	Lessons	Pacing Time Frame
Fundamentals of Economics	How does economics affect everyone?	3	6 Periods, 3 Blocks
Free Enterprise and Other Economics Systems	Who benefits from the free market economy?	7	10 Periods, 5 Blocks
Demand, Supply and Prices	How do we affect the economy?	9	12 Periods, 6 Blocks
Competition and Market Structures	How does competition affect markets?	4	7 Periods, 3-4 Blocks
Business and Labor	How can business and labor best achieve their goals?	7	10 Periods, 5 Blocks

Want planning support?
Visit the Topic Organizer in the Teacher's Edition for a menu of resource options to choose from—it's flexible!



Topic	Essential Question	Lessons	Pacing Time Frame
Money, Banking and Financial Markets	How can you make the most of your money?	7	10 Periods, 5 Blocks
Economic Performance and Challenges	Why should we care how the economy is doing?	6	9 Periods, 4-5 Blocks
Taxes and Spending	Can and should the government be fair to everyone?	4	7 Periods, 4-5 Blocks
Fiscal and Monetary Policy	What is the proper role of government in the economy?	5	10 Periods, 5 Blocks
Trade, Development and Globalization	How might scarcity divide our world or bring it together?	7	10 Periods, 5 Blocks

Remember!
The Reading and Note-Taking Study Guide provides scaffolded support every step of the way.

ACCELERATED GRADE 7 PACING GUIDE

CICA - 6055

A Program Paced for Success

enVision® Mathematics 6–8 was designed to provide students rich opportunities to build understanding of important new mathematical concepts, develop fluency with key skills necessary for success in algebra, and to gain proficiency with the habits of mind and thinking dispositions of proficient mathematics students. To achieve these goals, the program includes content-focused lessons, 3-Act Mathematical Modeling lessons, STEM projects, and Pick a Project.

All of these instructional activities are integral to helping students achieve success, and the pacing of the program reflects this. Teachers are encouraged to spend 1 day on each content-focused lesson, giving students time to build deep understanding of the concepts presented, 1 to 2 days for the 3-Act Mathematical Modeling lesson, and 1 to 2 days for the **enVision®** STEM project and Pick a Project.

Using an alternative Let's Investigate! lesson may reduce the time needed for the corresponding core lesson(s). See the Teacher's Edition for details on specific pacing.

This pacing allows for 2 days for each Topic Review and Topic Assessment, plus an additional 2 to 3 days per topic to be spent on remediation, fluency practice, differentiation, and other assessment.

			Core Lessons	3-ACT MATH	STEM Project/ Pick a Project	Review and Assessment	Total	Let's Investigate! Lessons
VOLUME 1	TOPIC 1	Rational Number Operations	10	1-2	1-2	2	14–16	
	TOPIC 2	Real Numbers	10	1-2	1-2	2	14–16	
	TOPIC 3	Analyze and Use Proportional Relationships	6	1-2	1-2	2	10-12	
	TOPIC 4	Analyze and Solve Percent Problems	6	1-2	1-2	2	10-12	
	TOPIC 5	Generate Equivalent Expressions	8	1-2	1-2	2	12-14	
	TOPIC 6	Solve Problems Using Equations and Inequalities	7	1-2	1-2	2	11–13	
VOLUME 2	TOPIC 7	Analyze and Solve Linear Equations	9	1-2	1-2	2	13–15	
	TOPIC 8	Use Sampling to Draw Inferences About Populations	4	1-2	1-2	2	8–10	
	TOPIC 9	Probability	7	1-2	1-2	2	11–13	
	TOPIC 10	Solve Problems Involving Geometry	9	1-2	1-2	2	13–15	
	TOPIC 11	Congruence and Similarity	10	1-2	1-2	2	14–16	
	TOPIC 12	Understand and Apply the Pythagorean Theorem	4	1-2	1-2	2	8–10	
	TOPIC 13	Solve Problems Involving Surface Area and Volume	4	1-2	1-2	2	8–10	
		Days	84	13-26	13-26	26	146–172	

Remediation, Fluency Practice, Differentiation, and Other Assessment: 26–32 DAYS

-+

Student ID: 41740

M2: September 8, 2025 - October 3, 2025

Schedule		Course	Assignment	Time Value in Minutes	Submitted ✔	Percent Complete per Week	Assignment Score	Total Points
Week 1	9/8/2025				☐			
					☐			
					☐			
	9/9/2025				☐			
					☐			
					☐			
	9/10/2025	Biology	Video: Ever-Changing Lake	120.00	☑		10	10
		Chemistry	Anchoring Phenomenon Video: Crater of Fire	120.00	☑		10	10
		Public Speaking	Lesson 1 and 2	120.00	☑	100%	10	10
	9/11/2025	Biology	eText: Climate, Weather, and Life	120.00	☑		10	10
		Chemistry	Investigative Phenomenon Video: Watching Wildfires	120.00	☑		10	10
		Public Speaking	Lesson 3 and 4	120.00	☑		10	10
	9/12/2025	Biology	Interactivity: Earth's Greenhouse Effect and Solar Energy	120.00	☑		7.6	10
		Chemistry	Engage: Everyday Phenomenon: Keep a Fire Burning Video & Worksheet	120	☑		10	10
		Public Speaking	Unit 1 Assignment 1	120.00	☑		6	10
Week 2	9/15/25	Biology	Interactive Video: El Nino	120.00	☑		7.8	10
		Chemistry	eText: Introduction to Engery	120.00	☑		10	10
		Public Speaking	Lesson 5	120.00	☑		10	10
	9/16/25	Biology	Quiz: Climate, Weather, and Life	120.00	☑		12	13
		Chemistry	Discussion: Wildfires and Chemical Energy	120.00	☑		10	10
		Public Speaking	Unit 1 Assignment 2: Toulmin Method	120.00	☑		8	10
	9/17/25	Biology	Unit 1 Exam	120.00	☑		15	24
		Chemistry	Analyzing Data: Analyze Food Labels for Engery Content	120.00	☑		7	10
		Public Speaking	Lesson 6 & 7	120.00	☑		10	10
	9/18/25	Biology	Video: Alpine Tundra	120.00	☑		10	10
		Chemistry	Quiz: Introduction to Energy	120.00	☑		6	7
		Public Speaking	Unit 1 Podcast	120.00	☑		10	10
	9/19/25	Biology	eText: Biomes and Aquatic Ecosystems	120.00	☑		10	10
		Chemistry	Revisit Investigative Phenomenon: Intro to Energy	120.00	☑		10	10
		Public Speaking	Critical Thinking Questions	120.00	☑			
Week 3	9/22/2025	Biology	Interactivity: Characteristics of Aquatic Ecosystems	120.00	☐			
		Chemistry	Lab Demo	120.00	☑		10	10
		Public Speaking	Flash Cards	120.00	☑		10	10
	9/23/2025	Biology	Simulation: Where Organisms Live	120.00	☐			
		Chemistry	Lab: Measure Energy Flow in Chemical Reaction	120.00	☑		10	10
		Public Speaking	Unit 1 Quiz	120.00	☑		10	10
	9/24/2025	Biology	Quiz: Biomes and Aquatic Ecosystems	120.00	☐			
		Chemistry	Lab Summary Video	120.00	☑	67%	10	10

		Public Speaking	Unit 1 Discussion1	120.00	☑		10	10		
	9/25/2025	Biology	Video Analyzing Patterns in the Savanna Landscape	120.00	☐					
		Chemistry	eText: Modeling Energy	120.00	☑		10	10		
		Public Speaking	Unit 1 Discussion 2	120.00	☑		10	10		
	9/26/2025	Biology	Complete: Interactivity: Characteristics of Aquatic Ecosystems	120.00	☐					
		Chemistry	Quiz: Modeling Energy	120.00	☑		5	5		
		Public Speaking	Redo Unit 1 Assignment 1	120.00	☑		9	10		
Week 4	9/29/2025	Biology	Complete: Simulation: Where Organisms Live	120.00	☐					
		Chemistry	Revisit Investigative Phenomenon: Modeling Energy	120.00	☑		10	10		
		Public Speaking	Complete Unit 1 Podcast	120.00	☐			10		
	9/30/2025	Biology	Complete: Quiz: Biomes and Aquatic Ecosystems	120.00	☐					
		Chemistry	Complete Lab: Measure Energy Flow in Chemical Reaction	120.00	☐					
		Public Speaking	Complete Unit 1 Discussion 2	120.00	☐					
	10/1/2025	Biology	Complete: Video Analyzing Patterns in the Savanna Landscape	120.00	☐	7%				
		Chemistry	Complete: Lab Summary Video	120.00	☐					
		Public Speaking	Unit 2 Introduction	120.00	☐					
	10/2/2025	Biology	Redo Unit 1 Exam	120.00	☐					
		Chemistry	Complete eText: Modeling Energy	120.00	☐					
		Public Speaking	Lesson 1	120.00	☐					
	10/3/2025	Biology	2.1 eText: How Populations Grow	120.00	☐					
		Chemistry	Complete Quiz: Modeling Energy & Revisit Investigative Phenomenon: Modeling Energy	120.00	☐					
		Public Speaking	Lesson 2		☐					
				6,360.00	**58%**		**323.4**	**359**	**90.08%**	
Jones, Jennifer				Total Time Value	% of work completed:		Total Points Recieved	Total Points Possible	Grade Percentage	
Teacher Name			**Teacher Signature**							

Pacing at a Glance



While our pacing time frame is based on 45-minute classes or 90-minute blocked classes, our program's features are designed to be adaptable and customizable to each classroom. Whether you have 30-minute class periods or 90-minute blocks, our content is flexible.

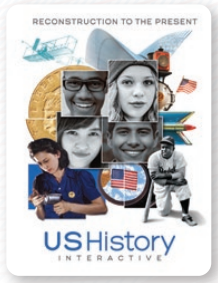
US History
INTERACTIVE

Topic	Essential Question	Lessons	Pacing Time Frame
America's Cultural Roots (Prehistory-1783)	How much does geography affect people's lives?	4	7 Periods, 3.5 Blocks
England's American Colonies (1607-1754)	Why do people move?	6	9 Periods, 4.5 Blocks
The American Revolution (1754-1783)	When is war justified?	4	7 Periods, 3.5 Blocks
Establishing the New Nation (1781-1789)	What is the role of government?	3	1 Period, .5 Blocks
The Early Republic (1789-1840)	What makes a government successful?	7	10 Periods, 5 Blocks
Reshaping America in the Early 1800s (1800-1860)	How should we handle conflict?	6	9 Periods, 4.5 Blocks
Sectional Divisions and Civil War (1846-1865)	When is war justified?	7	10 Periods, 5 Blocks

Want planning support?
Visit the Topic Organizer in the Teacher's Edition for a menu of resource options to choose from—it's flexible!

RECONSTRUCTION TO THE PRESENT

US History
INTERACTIVE



Topic	Essential Question	Lessons	Pacing Time Frame
Reconstruction (1865-1877)	How can we ensure equality for all?	3	6 Periods, 3 Blocks
Industry & Immigration (1865-1914)	How do science and technology affect society?	6	9 Periods, 4.5 Blocks
Challenges in the Late 1800s (1865-1914)	What are the challenges of diversity?	4	7 Periods, 3.5 Blocks
America Comes of Age (1890-1920)	What can individuals do to affect society?	7	9 Periods, 4.5 Blocks
World War I and the 1920s (1914-1929)	How should we handle conflict?	8	11 Periods, 5.5 Blocks
The Great Depression and the New Deal (1928-1941)	What should governments do?	6	9 Periods, 4.5 Blocks
World War II (1931-1945)	When is war justified?	8	11 Periods, 5.5 Blocks
Postwar America (1945-1960)	What is America's role in the world?	7	10 Periods, 5 Blocks
Civil Rights and Reform in the 1960s (1945-1968)	How can we ensure equality for all?	5	8 Periods, 4 Blocks
The Vietnam War Era (1954-1975)	What is America's role in the world?	4	7 Periods, 3.5 Blocks
An Era of Change (1960-1980)	What are the challenges of diversity?	6	9 Periods, 4.5 Blocks
America in the 1980s and 1990s (1980-1999)	What makes a government successful?	5	8 Periods, 4 Blocks
America in the Twenty-First Century (2000-Today)	What are the benefits and costs of technology?	4	7 Periods, 3.5 Blocks

Remember!
The Primary Source and Reading Guide Workbook provides scaffolded support every step of the way.

Principles of a Good Work Sample

Aligned to Instruction ☐



- The work ***connects directly to the lesson objectives or standards*** being taught.

Student Effort ☐



- The product ***reflects what the student can do***, providing a true measure of learning.

Clear and Understandable ☐



- The sample is ***legible, organized***, and communicates the student's ideas or reasoning effectively.

Complete and Representative ☐



- The work includes ***sufficient detail*** or steps to showcase both process and product.
  - Ensure that the ***assignment directions or prompts are included*** with each student work sample so the context of the task is clear.

Evidence of Learning ☐



- The sample ***demonstrates the student's current level of mastery*** in relation to grade-level expectations.

Remember to Include...

Student Name

- Include first and last name

Teacher Name

- Include first and last name

Course Name

- Include full course name

Teacher Evaluation Marking

- Ensure it is evident the ***teacher has reviewed the work submission***.
  - Markings such as: a check mark, percentage, ratio, “Great Work,” etc, are all acceptable.
- The evidence of teacher review does not need to be a specific color. However, the marking needs to be ***easily identifiable on the page***.

Two Samples per Course

- Please make sure the two samples you submit for the same course come from ***different days and represent different units of study***. This differentiation helps reflect a clearer picture of student progress over time.

WH - 9.22 - The Scientific Revolution

Schwab, Charles

[redacted]

100%

Shamail Hotak
World History
Charles Schwab
HIGHLANDS BRAIN
Approved

Correct
Read each question and choose the best answer.

The discoveries of astronomers like Copernicus and Galileo

- A. established that the universe was sun-centered, or heliocentric.
- B. reinforced most of the traditional teachings of philosophers and the Church.
- C. were supported by most scientists of the time.
- D. proved that ancient philosophers, like Ptolemy, were correct in their views of how the universe works.

Correct
Read each question and choose the best answer.

Why is it important that the scientific method is a structured step-by-step process?

- A. It ensures that all scientists start with a hypothesis.
- B. It ensures that observations and discoveries are the result of steps that can be repeated.
- C. It makes it harder to duplicate the final result.
- D. It makes it possible for the hypothesis to always be proven correct.

Correct
Read each question and choose the best answer.

Why was the work of Andreas Vesalius so important to medicine?

- A. His development of a more powerful microscope allowed scientists to see microorganisms for the first time.
- B. His studies of the human circulatory system correctly identified the heart as a pump that pushed blood through the human body.
- C. His work with ointments to prevent infection led the way for later discoveries in disease prevention.
- D. His book accurately describing human anatomy helped the research and discoveries of other medical scientists.

Correct
Read each question and choose the best answer.

Isaac Newton's contributions to science are sometimes referred to as the "Newtonian Revolution" because he

- A. was directly responsible for advances in all the fields of science of his time.
- B. totally disproved the traditional Ptolemaic belief that the sun and planets revolved around Earth.
- C. combined physics, mathematics, and astronomy to explain why the planets moved as they did.
- D. developed the laws of geometry that are still used today.

Correct
Read each question and choose the best answer.

What belief was shared by all the important scientists of the Scientific Revolution?

- A. that the ancient philosophers were correct in their original observations of the laws of nature
- B. that traditional methods of inquiry and discovery were correct, but needed greater accuracy
- C. that science and religion were always in conflict
- D. that truth is only achievable through a process of inquiry and observation

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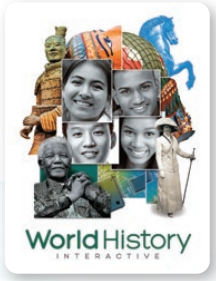

World History
INTERACTIVE

Topic	Essential Question	Lessons	Pacing Time Frame
Origins of Civilization (Prehistory-300 B.C.)	Why is culture important?	3	6 Periods, 3 Blocks
The Ancient Middle East and Egypt (3200 B.C.-500 B.C.)	How much does geography affect people's lives?	4	7 Periods, 3.5 Blocks
Ancient India and China (3300 B.C.-A.D. 550)	How are religion and culture connected?	5	8 Periods, 4 Blocks
The Americas (Prehistory-A.D. 1570)	How much does geography affect people's lives?	3	6 Periods, 3 Blocks
Ancient Greece (1750 B.C.-133 B.C.)	How much power should the government have?	4	7 Periods, 3.5 Blocks
Ancient Rome and the Origins of Christianity (509 B.C.-A.D. 476)	What makes a government successful?	4	7 Periods, 3.5 Blocks
Medieval Christian Europe (330-1450)	What should governments do?	8	11 Periods, 5.5 Blocks
The Muslim World and Africa (730 B.C.-A.D. 1500)	How are religion and culture connected?	8	11 Periods, 5.5 Blocks
Civilizations of Asia (500-1650)	What distinguishes one culture from another?	6	9 Periods, 4.5 Blocks

Want planning support?
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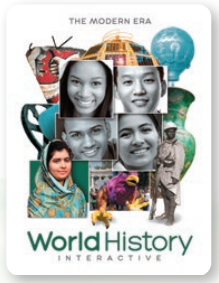
THE MODERN ERA
World History
INTERACTIVE



Topic	Essential Question	Lessons	Pacing Time Frame
The Renaissance and Reformation (1300-1650)	Why is culture important?	5	8 Periods, 4 Blocks
New Global Connections (1415-1796)	Why do people move?	6	9 Periods, 4.5 Blocks
Absolutism and Revolution (1550-1850)	How much power should the government have?	8	11 Periods, 5.5 Blocks
The Industrial Revolution (1750-1914)	How do science and technology affect society?	4	7 Periods, 3.5 Blocks
Nationalism and the Spread of Democracy (1790-1914)	What are the challenges of diversity?	8	11 Periods, 6 Blocks
The Age of Imperialism (1800-1914)	Why do people move?	8	11 Periods, 6 Blocks
World War I and the Russian Revolution (1914-1924)	When is war justified?	4	7 Periods, 4 Blocks
The World Between the Wars (1910-1939)	What should governments do?	8	11 Periods, 6 Blocks
World War II (1930-1945)	When is war justified?	5	8 Periods, 4 Blocks
The Cold War Era (1945-1991)	How should we handle conflict?	5	8 Periods, 4 Blocks
Developing Nations Emerge (1945-Present)	What should governments do?	7	7 Periods, 4 Blocks
The World Today (1990-Present)	What are the benefits and risks of interdependence?	6	8 Periods, 4 Blocks

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California Innovative Career Academy

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

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted September 26, 2025

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GLOSSARY

Term	Definition
CICA	California Innovative Career Academy; an adult-serving independent study charter high school.
HCCTS	Highlands Community Charter and Technical Schools; the charter management organization that operates CICA.
TRUSD	Twin Rivers Unified School District; the charter authorizer for CICA.
WIOA	Workforce Innovation and Opportunity Act; federal legislation supporting workforce development programs, which CICA partners with.
SETA	Sacramento Employment and Training Agency; a WIOA-funded partner organization.
CAASPP	California Assessment of Student Performance and Progress; a statewide academic assessment system.
CAST	California Science Test; a science component of the CAASPP suite.
CASAS	Comprehensive Adult Student Assessment Systems; a nationally validated testing system for adult basic education.
COAAP	Civic Objective and Additional Assessment Plan; assessment modules for EL Civics programs, aligned to CASAS.
EL Civics	English Literacy and Civics Education; curriculum combining English acquisition with civic participation.
SBAC	Smarter Balanced Assessment Consortium; standardized tests in ELA and Math included in CAASPP.
Edcite	A digital assessment platform used by CICA for EL Civics, End of Level tests and state testing practice.
Newsela	An online platform providing leveled articles for reading comprehension and critical thinking.
Burlington English	An English language learning platform offering digital and printable content for all levels.
Reading with Relevance	A literacy program using novels to develop reading and social-emotional skills.

ABC English	A foundational English curriculum for beginning learners.
Theme Packets	In-house, theme-based curriculum aligned to CASAS standards for various proficiency levels.
CTE	Career Technical Education; hands-on training in specific career pathways.
DASS	Dashboard Alternative School Status; a CDE accountability model for alternative schools like CICA.
SOP	Standard Operating Procedure; internal guidelines, such as those for attendance.
LCAP	Local Control and Accountability Plan; a planning and accountability tool required by the state.
CALPADS	California Longitudinal Pupil Achievement Data System; state reporting system for student-level data.
Great Hall	A collaborative platform at CICA where educators share curriculum resources.
ELPAC	English Language Proficiency Assessments for California; not used at CICA because it serves only adult learners.
ADEL	Adult English Language Learner; CICA's designation for adult English learners, not assessed by ELPAC.
SELPA	Special Education Local Plan Area; CICA remains a "school of the district" for special education purposes rather than joining a SELPA.
SDAIE	Specially Designed Academic Instruction in English; strategies for teaching academic content to English learners.
CCSS	Common Core State Standards; academic content standards adopted by California.
ESSA	Every Student Succeeds Act; federal law governing K-12 public education.
ESEA	Elementary and Secondary Education Act; federal legislation reauthorized by ESSA.
FERPA	Family Educational Rights and Privacy Act; federal law protecting student education records.
Ralph M. Brown Act	California law ensuring public access to meetings of local government bodies.

CAEP	California Adult Education Program; not the model used at CICA, which provides more extensive support.
NRS	National Reporting System; the federal accountability system for adult education programs.
GOALS 2	CASAS Math and Reading assessments for higher-level learners in the HS program.
ABC (College)	Advanced Beauty College; a discontinued external CTE partner.
Unitek College	A former CTE partner offering medical assistant training (now discontinued).
Federico	A discontinued CTE partner offering cosmetology and barbering training.
MIXED Institute	An external CTE partner offering cosmetology-related training.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I, hereby certify that the information submitted in this application for California Innovative Career Academy, located within the boundaries and authority limits of the Twin Rivers Unified School District, is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school. California Innovative Career Academy (also referred to herein as "CICA" and "Charter School") shall:

- California Innovative Career Academy will commence services prior to September 30, 2019. The target date for the beginning of instruction is July 8, 2019: which will ensure compliance with Education Code § 47652(c).
- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605 (e)(1).)
- Not charge tuition. (Ed. Code § 47605 (e)(1).)
- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(e)(1); Ed. Code § 220.)]
- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(e)(2)(A).) unless CICA receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to CICA shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of CICA in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School's capacity. Preference shall be extended to pupils currently attending Charter School. (Ed. Code § 47605 (d) (2) (B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed.

Code § 47605(e)(3).)

- Encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. (Ed. Code §47605(n).)
- The Charter School shall adhere to each of the conditions in Education Code § 47605(e)(4)(A)-(D), including: (A) not discouraging any student from enrolling, or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code § 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. (Ed. Code § 47605(e)(4)(A)-(D)]
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code § 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non- charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's students and teachers regarding the school's educational programs. (Ed. Code § 47605(d)(2).)
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities in Education Improvement Act of 2004.
- Meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary.
- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. (Ed Code § 47605(l)(1).)
- At all times maintain all necessary and appropriate insurance coverage.
- For each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Ed. Code § 47612.5(a)(1)(A)-(D).
- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.

- On a regular basis, consult with Charter Schools students, parents and teachers regarding the school's education programs. (Ed. Code § 47605(d)(2).)
- Comply with any applicable jurisdictional limitations to locations of its facilities.
- Comply with all laws establishing the minimum and maximum age for public school enrollment.
- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- Comply with the Brown Act and the Public Records Act.
- Comply with the Family Educational Rights and Privacy Act.
- Comply with Government Code Section 1090, et seq., as set forth in Ed. Code §47604.1.
- Comply with the Political Reform Act, Government Code Section 81000, et seq.
- Meet or exceed the legally required minimum of school days. (Title 5 California Code of Regulations § 11960.)

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September 24, 2025

Element A: The Educational Program

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

In accordance with California Education Code § 47605.1(f) and 47612.1, all instruction with CICA will be provided exclusively in partnership with a WIOA-funded organization, or other legally allowed exclusive partnership. CICA currently has a Memorandum of Understanding with the Sacramento Employment and Training Agency (SETA), the workforce development board for Sacramento County. Adult students who meet the terms of the partnership agreement and statutory requirements may be served by CICA.

Education Program Overview
Highlands Community Charter and Technical Schools (Highlands) is one of California's largest public charter organizations dedicated to second-chance learners. Highlands operates two public charter high schools for second-chance learners: Highlands Community Charter School (HCCS), a classroom-based program established in 2014, and California Innovative Career Academy (CICA), an independent study school founded in 2019. Both schools provide adults with the opportunity to earn a high school diploma while building workforce skills and career pathways.

The need for this type of charter school is immense. More than four million adults in California have not completed high school, yet tuition-free options for returning learners remain scarce. Highlands fills this critical gap with a model that not only transforms individual students, but also strengthens families and uplifts entire communities. California cannot afford to leave millions of adults without a diploma and a workforce pathway—and Highlands exists to ensure that doesn't happen. Our model is creating generational change while directly fueling the state's workforce pipeline.

California Innovative Career Academy

California Innovative Career Academy (CICA) is one of Highland's two charter school programs. CICA provides a flexible independent study model designed for adults.

CICA serves:

- Adults aged 22 years old and older without a US high school diploma
- Parents who left school early to raise children
- Adults rebuilding after involvement with the justice system
- Immigrants and refugees seeking to learn English
- Working adults who left school for economic reasons

Reflecting Sacramento's international diversity, CICA enrolls students from dozens of countries and language groups, including large communities from Afghanistan, Ukraine, Russia, Mexico, and Vietnam. Students engage in individualized learning plans, meet regularly with teachers, and access in-person and online support designed around their schedules, languages, and goals. Instruction integrates English language development, diploma completion, and career training so that multilingual learners can strengthen academic and workforce skills simultaneously.

Mission and Vision Statement
CICA is a diverse community for social justice, serving the underserved, providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, CICA builds new legacies leading to self-sufficiency and generational change.

Vision
The vision of CICA is to eradicate educational inequality and promote workforce success.

Educational Philosophy
CICA believes the biggest challenge of the 21st century has been, and will continue to be, ensuring that all people have the opportunity to obtain the skills and knowledge necessary for sustainable living wage jobs. To meet this challenge in a constantly changing technological, academic, and professional environment, students must:

- Become self-motivated, competent, and lifelong learners.
- Build academic, workforce, and social-emotional skills.
- Engage in flexible, student-centered instruction tailored to individual needs.

CICA affirms that a well-educated person must not only demonstrate strong academic proficiency but also be equipped with the habits of mind and adaptability required to navigate an evolving global economy. Lifelong learning, problem-solving, and creative thinking are essential for building opportunity and transforming talent into true skill. These qualities enable students to contribute meaningfully to their communities and pursue personal and professional success. While CICA is committed to offering the same broad course of study to all students, it is grounded in the knowledge that flexible instruction tailored to meet the needs of individuals is essential to achieving positive outcomes for the diverse population it serves.

Impact

CICA is demonstrating measurable impact:

- **Graduation:** Nearly 580students graduated from CICA in 2024–25 alone.
- **Employment:** More than half (53%) of HCCTS graduates reported jobs averaging above $20/hour, and 40% pursued college.
- **Career pipeline:** One in four graduates at HCCTS completed a CTE program in fields like health care, transportation, IT, and skilled trades. In the 2024-2025 school year 370 students visited the Center for Workforce Solutions a total of 622 times.
- **Family transformation:** Parents returning to school model persistence and achievement

for their children, breaking intergenerational cycles of poverty.
- **Justice and opportunity:** To date, Highlands has facilitated 24 expungements, helping returning citizens reenter the workforce with stability and dignity.

Student Population

CICA serves a uniquely diverse student population, with the majority being immigrants and Below you will find a table that shows all the locations where CICA teachers and staff are refugees. Some students arrive with advanced degrees from their home countries, having worked as engineers, teachers, or medical professionals. Others come with little or no formal education and are just beginning to learn to read, write, or speak English. Our model is designed to honor this full spectrum of lived experience—meeting students where they are and supporting them in reaching their goals.

CICA welcomes all adult learners over the age of 22, admitting students based on available capacity and through lottery procedures. At its core, the school is guided by the belief that every student—regardless of their starting point—deserves access to a high-quality education, a pathway to a brighter future, and the unwavering support of a community that sees and nurtures their potential.

CICA Locations where instructors meet for in-person engagement with students:

CICA Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610

Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

Leadership
In July 2025, CICA entered a new era of reform and renewal under the leadership of Executive Director Jonathan Raymond, a former superintendent of Sacramento City Unified School District. With a sharpened focus on transparency, equity, and academic rigor, we are reimagining what second-chance education can be in California.

Our goal is to build back better with integrity, urgency, and a deep commitment to putting students first in every decision. We are raising standards across the board: ensuring every classroom has a credentialed teacher, implementing clear policies for fiscal responsibility, lowering class sizes, implementing a rigorous and standards-aligned curriculum, adjusting the bell schedules to expand professional learning for teachers, and broadening access to career training aligned with California's and Sacramento's workforce needs.

While the school is currently operating with fewer staff and reduced enrollment due to recent layoffs, the reforms now underway are deep and structural. Each initiative reflects our commitment to rebuilding a school system that delivers on its promise to students, families, and the public.

Executive Leadership
The Executive Leadership at CICA provides high-quality leadership to create and sustain a meaningful learning environment that supports student academic progress. Under the direction of the Board, the Cabinet—comprising the Executive Director, Chief Academic Officer, Chief Operating Officer and Chief Business Officer—develops, implements, and evaluates key school systems and processes, including academic, human resources, finances, assessment, facilities, and accountability. Job descriptions and qualifications for each role are outlined below.

Leadership Team
Jonathan Raymond, Executive Director
Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City

School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic, investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform, and the early stages of a statewide shift toward equity-driven education. Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most underserved schools into high-performing campuses — all while navigating one of the toughest fiscal climates in California history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, and holds a JD from George Mason University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Chief Operations Officer

Teresa is a seasoned systems-level leader with nearly three decades of experience transforming education through strategy, accountability, and innovation. She has served as Chief of Staff and Chief Accountability Officer, bringing clarity, alignment, and execution to large-scale organizational priorities. Holding a Ph.D. from the University of Illinois, Chicago, Teresa's career spans the full spectrum of education—from PreK–12 classrooms to community colleges and universities—where she has excelled as a teacher, administrator, and author of mathematics curricula.

Her leadership portfolio includes extensive executive-level district administration, where she has shaped policy, accountability systems, and instructional improvement at scale. Beyond the district level, Teresa has advanced research and development efforts for non-profits, the Riverside County Office of Education, and the Stuart Foundation, where she co-developed an organizational health review now used to strengthen institutional performance.

Across every role, Teresa has been recognized for her ability to integrate research, practice, and policy into sustainable systems that drive student achievement and organizational excellence.

Eric Chapman, Chief Academic Officer

Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within the Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership has focused on building systems that foster equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Matthew Lemos, Chief Business Officer

Matthew Lemos brings more than two decades of leadership experience in finance, operations, and team management across both the education and hospitality sectors. He began his career in the gaming industry, serving as a floor supervisor, pit manager, and head trainer, where he developed expertise in staff development, customer service, and process improvement. Transitioning to the nonprofit and education fields, Matthew has spent the past six years directing financial services for charter schools in California and Nevada. He has overseen multimillion-dollar budgets, compliance with state and federal regulations, and the development of policies and systems that ensure fiscal stability and operational excellence.

Matthew currently serves as Chief Business Official for Highlands Community Charter and Technical Schools, where he provides strategic leadership in finance, operations, and risk management to support the school's mission of preparing career-ready graduates. Known for his strong communication skills, ethical leadership, and collaborative approach, he is dedicated to building sustainable systems that strengthen schools and expand opportunities for students and staff alike.

Melissa Roberson, Director of Accountability and Assessment

Melissa Roberson is the Director of Accountability and Assessment, bringing over a decade of experience in education with a strong foundation in teaching, leadership, and data-driven decision-making. She earned her Master's degree from the University of Southern California in 2016 and went on to serve as a principal for five years, where she championed student outcomes and teacher growth. With a background as an experienced ELD and ESL teacher, Melissa has deep expertise in instructional strategies and supporting English learners. In her current role, she oversees WASC accreditation, state reporting, and manages the relationship with the Twin Rivers Unified School District, ensuring compliance and alignment with school goals. Known for her integrity, student-centered approach, and sharp focus on data, Melissa is dedicated to building systems that elevate teaching and learning for all students.

Mayra Valdivia, Director of School Services

Mayra Valdivia is an educator and administrator dedicated to advancing student success through

strategic leadership, community partnership, and program development. She began her career as a high school counselor, supporting students' academic, social-emotional, and career growth, and later served as Lead ELD Counselor, directing programs that expanded services for English learners. She went on to serve as Director of Student Services and Assistant Deputy Director at Highlands Community Charter and Technical Schools, overseeing counseling, student support, and departmental operations while strengthening community partnerships. In 2024, she was appointed Deputy Director of School Services, where she supervises directors, guides program implementation, and represents the organization in legislative and community settings to advocate for policies benefiting students and families. Mayra holds a Master of Science in School Counseling from California State University, Sacramento, and earned her Preliminary Administrative Services Credential in 2024. She has also completed leadership and charter school business officer training through the Charter Schools Development Center. Fluent in English and Spanish, she is a strong advocate for equity and access, committed to expanding opportunities for diverse student populations.

Student Challenges and Needs
CICA incorporates several innovative features throughout its programming, anchored by a few distinct approaches that set it apart from other local schools and allow it to serve the whole student. CICA serves adult learners balancing complex lives. Many students juggle employment, family care, and basic needs, often without reliable transportation, devices, internet, or childcare – limiting the time they can devote to school.

Trauma and Life Experiences
A significant number of students have experienced displacement, poverty, homelessness, addiction, or justice-system involvement. Students who have experienced incarceration face additional barriers to re-entry and benefit from CICA's targeted academic and social-emotional supports.

Basic Needs
Many students lack access to fundamental necessities, including food, appropriate clothing, school supplies, and stable housing. Refugee and immigrant students also navigate new cultural norms and technology while building English proficiency and seeking employment.

Student Goals and Motivations
Students enroll with interconnected goals: improving English proficiency, earning a long deferred high school diploma, developing career skills, supporting their families, and engaging more fully in their communities. For many, the diploma is both a dream realized and a gateway to economic stability and higher education. CICA recognizes that academic achievement must be pursued alongside students' broader life goals, creating pathways that honor both educational attainment and personal aspirations.

Characteristics of an Educated Person in the 21st Century

CICA defines an educated person in the 21st century as someone who:

- Masters core academics (English, mathematics, science, history/social science) and communicates effectively in English in college and workplace settings.
- Thinks critically and acts independently, applying problem-solving in academic and professional contexts.
- Collaborates and contributes, practicing empathy, constructive communication, and conflict resolution in diverse, multi-age, multicultural classrooms.
- Engages as a global citizen, understanding democratic principles and social, political, and environmental issues, and participating respectfully across cultures.
- Is digitally fluent, using technology confidently for learning, work, and civic life.
- Balances well-being, developing habits that sustain healthy, productive lives across family, work, and community.

Our students seek understanding and peace within multi-age, multicultural classrooms and respect the rights of others to do the same. We support students in developing personal habits for a healthy lifestyle—balancing academics, leisure, work, family, and community. Students who have limited access to technology learn to use digital tools for increased success in school, work, and civic life.

Our students are scholars who build proficiency in English, Mathematics, Science, and Social Studies/History. As members of the California community, they communicate effectively and contribute to the world around them. They are prepared to meet the expectations of college classrooms and to engage thoughtfully with new ideas.

Our students are community members who collaborate with others, contribute to projects, and manage and resolve conflicts using the communication tools learned in our classrooms. They are motivated to provide meaningful service and to apply their developing talents in real settings. We send our students into the workforce confident in the communication, collaboration, and competency they have developed.

Our students are citizens of the world who understand the foundations of constitutional democracy, the rights and responsibilities of all, and the importance of staying informed about political, social, and environmental issues. By learning together in diverse classrooms and on our campuses, students deepen their understanding of other political, social, and cultural systems and practice peaceful coexistence.

Our students are members of an increasingly technical and information-based world and are competent, comfortable users of a wide range of technologies. They view technology as an integral part of learning and life and remain open to new tools and approaches as they emerge.

Core Beliefs

CICA supports all adult learners 22 and older to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every

aspect of our instructional design, student support systems, and organizational culture.

CICA's instructional model is grounded in three beliefs that reflect the complexity and humanity of adult learning:

Learning Happens Within the Contexts of Safe and Trusting Relationships
Adult learners, particularly those who have experienced educational trauma or systemic barriers, require learning environments that prioritize psychological safety alongside academic rigor. Trust is not a luxury in adult education—it is a prerequisite for the kind of vulnerable, transformative learning that leads to lasting change.

- **Trauma-Informed Educational Practices.** Many of our students carry the impacts of various forms of trauma, including displacement or systemic oppression. Our approach recognizes that trauma affects learning by impacting memory, concentration, and the ability to take academic risks. We create predictable, supportive environments where students can rebuild their relationship with learning in contexts that feel safe and affirming.
- **Relational Pedagogy.** We understand that learning is fundamentally relational. Students are more likely to engage in challenging academic work when they feel seen, known, and valued by their instructors and peers. Our educators invest time in building authentic relationships with students, learning about their goals, interests, and concerns. This relational foundation allows for the kind of honest feedback and academic push that leads to growth.
- **Community Building and Peer Support.** We intentionally cultivate learning communities where students support each other's growth and success. This includes structured opportunities for peer collaboration, study groups, and mentoring relationships.

Instruction Meets Students Where They Are
Meeting students where they are is more than an instructional strategy—it is a fundamental stance that honors the diverse pathways that bring adult learners to our doors. Our students arrive with varying levels of formal education, different cultural approaches to learning, and unique combinations of strengths and areas for growth. This reality requires us to move beyond one-size-fits-all approaches toward responsive teaching that builds on what students already know and can do.

- **Support for students with interrupted or inconsistent formal education (SIFE).** We pair intensive foundational skill-building with access to grade-level content, explicitly teaching academic literacy (how to use texts, take notes, discuss, and present) while maintaining high expectations.
- **Asset-based assessment and design.** We start from each learner's full profile—schooling, work, community, and self-directed learning—to connect new knowledge to existing strengths.
- **Flexible pathways**. Multiple routes, paces, and modalities; choice in demonstrating learning; supports that fit adult schedules.
- **Responsive teaching.** Ongoing formative assessment drives just-in-time re-teaching or acceleration (see Professional Development for PD structures).
- **Cultural and linguistic responsiveness.** We leverage what students know—and

how they know it—to make rigorous content accessible.

Adults Learn Best With Agency and Relevance.
Every student develops an Individual Learning Plan (ILP) that names short- and long-term goals (education, work, family). During orientation, students learn pathways and requirements so they can make informed choices. Teachers and counselors help students write SMART goals, map required credits/certifications, and identify supports. Progress is revisited in regular check-ins using simple dashboards/trackers, and students complete brief reflections to build the metacognitive habits that sustain lifelong learning.

- **Choice and Flexibility in Learning.** Adult learners thrive when they have options in how they engage with content and demonstrate their learning. We provide multiple ways for students to explore topics of interest, pursue individual research projects, and showcase their growing knowledge and skills.
- **Real-World Connections and Application.** Learning feels most relevant when students can see immediate applications to their lives and goals. The curriculum we use has many opportunities to connect academic content to contemporary issues, workplace skills, and community engagement opportunities. Students might analyze historical patterns to understand current social issues or conduct scientific investigations related to health or environmental concerns in their communities.
- **Career and College Integration.** We explicitly connect academic learning to students' career and college goals, helping them understand how the skills they're developing will serve them in future educational and professional contexts. This includes developing academic habits of mind, communication skills, and critical thinking abilities that transfer across contexts.
- **Student Voice and Feedback.** Students have regular opportunities to provide feedback about their learning experiences and suggest improvements to courses and programs. Please see the student survey section below for more detailed information. We view students as partners in the educational process, recognizing that their insights about what supports their learning are essential for continuous improvement. This feedback loop helps students develop advocacy skills while ensuring our programs remain responsive to their needs.
- **Ownership of Learning Outcomes.** We support students in developing the ability to assess their own learning and set goals for improvement. This includes teaching students to use rubrics, reflect on their growth over time, and identify specific strategies that support their success.

These three foundational beliefs work together to create learning environments where adult students can achieve their educational goals while developing the skills, knowledge, and confidence they need for continued success in their academic, professional, and civic lives.

CICA supports all adult learners to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our

instructional design, student support systems, and organizational culture.

Mental Health and Wraparound Services
We recognize that academic success is interconnected with students' overall well-being. Our support systems include connections to mental health resources, basic needs support, and advocacy services that address the systemic barriers our students face. We work in partnership with community organizations to provide comprehensive support that allows students to focus on their learning.

Addressing the Social-Emotional Impacts of Educational Interruption

Students with interrupted formal education often experience complex emotions related to their academic journey, including shame about gaps in their knowledge, anxiety about academic performance, or frustration with the pace of progress. We create learning environments that normalize diverse educational pathways and celebrate the varied forms of knowledge students bring.

Supporting Students with Interrupted or Inconsistent Formal Education (SIFE)

A significant portion of our student population has experienced interruptions in their formal schooling due to migration, economic necessity, political instability, or family circumstances. These students bring rich life experiences and often sophisticated problem-solving skills, yet they may have gaps in traditional academic content or unfamiliarity with formal educational expectations. We reject deficit-based approaches that focus on what these students lack, instead building comprehensive support systems that honor their strengths while addressing their specific learning needs.

Our approach to supporting SIFE students includes intensive foundational skill development alongside grade-level content engagement, recognizing that these students need both remediation and acceleration. We provide explicit instruction in academic literacy skills—including how to navigate textbooks, online curricula resources, take notes, and engage in classroom discussions—while maintaining high expectations for critical thinking and complex problem-solving.

Asset-Based Assessment and Instructional Design

We begin by understanding each student's full educational profile, including formal schooling, work experience, community involvement, and self-directed learning. This comprehensive view allows us to design learning experiences that connect new knowledge to existing understanding while addressing genuine learning needs. Rather than focusing on deficits, we identify the multiple entry points through which students can engage with rigorous academic content.

Flexible Pathways and Differentiated Support

Meeting students where they are means creating multiple pathways through our curriculum that allow for different paces, learning styles, and life circumstances. Our new curriculum, which covers all disciplines, allows teachers to alter the reading level of the text to meet the student at their level and provide translated background text and videos that build background knowledge

to enhance ELLs' access to the core grade-level curriculum and the grade 9-12 California State Standards. This includes offering content in various modalities, providing choice in how students demonstrate their learning, and designing support systems that accommodate working adults with family responsibilities and other commitments.

Diagnostic and Responsive Teaching

Our teachers continuously gather information about student understanding and adjust instruction accordingly. This goes beyond initial placement to include ongoing formative assessment that reveals how students are making sense of new concepts and where additional support or challenge is needed. We create learning environments where struggle is normalized as part of the learning process, and where students receive the specific feedback they need to move forward. See more about this in the professional development section.

Cultural and Linguistic Responsiveness

Meeting students where they are requires a deep understanding of the cultural frameworks and prior educational experiences that shape how students approach learning. We work to understand not just what students know, but how they know it—the cultural tools and ways of thinking they bring that can be leveraged for new learning.

Self-Directed Learning and Goal Setting

We work with students to identify their short-term and long-term goals and help them understand how their coursework connects to these aspirations. This begins in orientation, where they learn the pathways and requirements so that students can make informed decisions about their academic path. Students participate in setting their own learning objectives within the framework of academic standards, and they regularly reflect on their progress toward these goals. This self-direction increases engagement and helps students develop the metacognitive skills essential for lifelong learning.

<u>Foundational Research and Theories Supporting Our Approach</u>

Adult Education Learning Theories
CICA applies research-based adult learning theories to design educational programs that recognize adult students have different needs than traditional K-12 students. The school incorporates adult learning theories, differentiated instruction, and student-centered approaches to meet diverse learner needs. Malcolm Knowles' foundational research (1980) identifies key differences between adult and child learners: adults are self-directed, bring rich life experiences, are problem-oriented, and are motivated by internal factors. Patricia Cross (1981) emphasizes that adult learners are typically voluntary participants who may feel insecure about learning but are motivated to solve real-world problems. Cross identifies multiple motivation sources including personal achievement, social factors, and career advancement.

Sociocultural Theories
According to Sociocultural Theory (SCT), social interaction is the foundation of all learning

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

Differentiated Instruction

Each student arrives at a different level, with unique learning styles, interests, and abilities. Recognizing this diversity, differentiated instruction is utilized to ensure the needs of all students are met. Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues, and each student has different expectations based on learning styles and abilities. According to the U.S. Department of Education's Literacy Information and Communication System (2012), the design is intended to engage students at a range of different levels with various learning styles and to make learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exist in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, teachers must understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005).

Content-Based Instruction (CBI)

CBI is particularly critical for high school English Language Learners because it addresses the dual challenge of mastering academic content while developing the academic language skills essential for school success. By embedding language development within meaningful content learning, CBI creates authentic contexts for language use, builds subject-specific vocabulary, and prepares students for college-level coursework. Research shows this empowering approach encourages learners to become independent, continuing their language development beyond the classroom while simultaneously meeting rigorous academic standards required for high school graduation and post-secondary success.

For students developing foundational language skills such as reading and writing, context plays a critical role in supporting both language and literacy development. Content-Based Instruction

(CBI) provides context-rich materials through the curriculum, offering meaningful opportunities for students to build language skills while engaging with relevant academic topics. One of the most critical challenges we face is the persistent and widening vocabulary gap, which can significantly impact the academic progress of learners across all age groups. CBI addresses this challenge.

Supporting our English Learner Population

CICA serves a population of older English learners who are not eligible for the English Language Proficiency Assessments for California (ELPAC) nor appear in the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI).[1] Almost all of the students at CICA are classified in CALPADS as adult English Language Learners or ADELs. CICA goes to great lengths to serve the needs of our English Language Learners.

Language learning for adults can differ from traditional models of education. It is deeply personal work that builds on the rich linguistic and cultural assets that students bring with them. Because compulsory education requirements do not apply to adult students, myriad factors constantly pull them away from their educational goals. Our approach to supporting English Language Learners recognizes that language acquisition happens most effectively when it is meaningful, relevant, and connected to students' lived experiences and goals.

At CICA, we understand that our students are not empty vessels waiting to be filled with English. They are accomplished individuals who have navigated complex systems, often in multiple languages, and bring sophisticated problem-solving skills and cultural knowledge that enrich our entire learning community. Our role is to create learning environments where students can leverage these strengths while building academic and professional English proficiency.

Our approach to English language learning is grounded in several research-informed principles that guide our instructional design and student support:

Language and Content Learning Are Interconnected.

Research consistently shows that students learn language most effectively when it is embedded in meaningful, content-rich contexts (see CBI explanation above). Our integrated approach ensures that students are simultaneously building language skills and engaging with rigorous, standards-aligned academic material relevant to their goals.

Students' Home Languages Are Resources, Not Barriers.

Multilingualism is an asset that enhances cognitive flexibility and cross-cultural communication skills. We create space for students to use their full linguistic repertoire as they build English proficiency, recognizing that translanguaging—the fluid use of multiple languages—is a natural and effective learning strategy. We also believe that our students bring life experience, motivation, and clear goals that can accelerate their learning when properly supported.

[1] Education Code section 306, section (a), defines “English learner” for ELPAC and ELPI requirements by incorporating the definition of 20 U.S.C. 7801 (20)(A), i.e. “the term ‘English learner’, when used with respect to an individual, means an individual who is aged 3 through 21.”

Language Assessment Upon Enrollment

As a WIOA partner, CICA assesses all students during the admissions process and monitors their progress through CASAS testing. The first assessment, administered during registration, is the placement exam, which evaluates students' reading, writing, listening, speaking, and grammar skills. This exam is scored with an internally developed rubric.

During orientation, students also complete CASAS reading and listening assessments. CASAS provides standardized progress testing designed to measure learning along a continuum, from beginning literacy and English language acquisition through the completion of secondary-level skills. Several test series monitor student progress, with difficulty levels ranging from below Level A through Level E. Administering CASAS at enrollment establishes a baseline, followed by post-testing after 70–100 hours of instruction to track student progress over time.

If a teacher determines that a placement is inaccurate, a reassessment may be requested. If the reassessment results in a different level placement, the placement team updates the student's record in PowerSchool and informs the teacher of the revised placement.

The placement rubric is updated annually based on teacher and student feedback. Updates are shared with the curriculum team to confirm alignment with CICA level objectives. Any additional feedback is integrated before the rubric is finalized for use in the upcoming school year.

Reclassification
CICA serves English Language learners who must be designated in CALPADS as Adult English Language Learners (ADEL). ADEL students do not participate in ELPAC testing and do not appear as English Language learners on the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). We track and report ESL advancement as determined by CASAS testing.

Enrollment
CICA's enrollment continually increased from its establishment in 2019 through the 2024-2025 school year. While interest in enrollment remains sky-high, CICA expects to see a flattening or potential decrease in enrollment this year due to compliance with newly clarified requirements for credentialing and class-size ratios. CICA's commitment to continuous improvement has required updates to enrollment policies and procedures that have temporarily reduced its total enrollment capacity for the 2025-2026 school year.

Five-Year Enrollment Rollout Plan
As of September 2025, CICA has 900 students enrolled and will implement a steady, sustainable growth plan over the next five fiscal years. CICA is in the process of reviewing teacher case loads and enrollment in order to enroll more students at CICA to meet the expected enrollment of 1500. Growth will remain aligned with the school's capacity to hire and develop additional K-12 credentialed teachers. The planned five-year enrollment rollout is as follows:

Academic Year	Students enrolled

2025-2026	1,500
2026-2027	1,650
2027-2028	1,815
2028-2029	1,997
2029-2030	2,196

- Enrollment Caps: Each class will have an enrollment cap of 25:1 to ensure compliance with Independent Study requirements under Education Code section 51745.6, subdivision (d).
- Monitoring and Rebalancing: CICA Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.

Admission Process
CICA has implemented a comprehensive admission process to prepare and place incoming students. This process includes registration, grade level placement, an overview of student expectations and services, and covers any technology-related needs. This enrollment process ensures students are fully supported from registration to their first day, setting them up for success at CICA.



CICA's Program Goals and Student Learning Outcomes

CICA has established three Schoolwide Learner Outcomes (SLOs):

- **Academic Growth:** Students demonstrate measurable achievement each term through standards-aligned assessments and performance tasks.
- **Career Progress:** Students make documented advancement toward their individualized education and career goals.
- **Digital Communication:** Students use technology effectively and responsibly for personal, academic, and workplace communication.

Many students enter CICA with significant gaps in English language proficiency, academic skills, communication, and technology use. These SLOs are designed to close those gaps and set students on a path to long-term college, career, and community life. To implement these goals in our classrooms and bridge individual goals to content standards, we embed Integrated English Language Development supports within the facilitation of learning across all content areas. We monitor progress through course and credit completion, common formative assessments, and CASAS progress monitoring data.

By offering adult education to students aged 22 and older who have not yet earned a U.S. high school diploma, we work to reduce educational inequity. Our programs are anchored in K-12 state standards shaped by the needs of our students and community and grounded in a deep commitment to equity and social justice. We emphasize technology fluency, workforce readiness, and supportive services that remove barriers to persistence and completion. At CICA, we believe in our students, we believe in our community, and we believe that it's never too late to achieve one's goals.

CICA Satisfactory Student Progress

CICA has established a Satisfactory Academic Progress (SAP) policy (BP 5120) to ensure that students are consistently advancing toward their academic and career goals. This policy applies to all students enrolled in high school education. To remain enrolled, students must meet SAP standards, which include maintaining a minimum GPA, earning required credits, making measurable progress in English language acquisition (for ELD students), and fulfilling the specific SAP criteria of their CTE programs. SAP is evaluated every six weeks, and students who do not meet the requirements may be placed on Academic Notice. Continued noncompliance will result in disenrollment.

Attendance and engagement are also key components of SAP evaluation, with manual attendance records retained for at least three years in accordance with California regulations. Students who do not meet SAP in their CTE program may appeal by submitting a written reflection and evidence of corrective actions. Approved appeals result in a probationary period during which students must meet SAP standards to maintain enrollment. The policy aligns with state and federal regulations and is reviewed regularly to ensure legal compliance and support for student success.

The Instructional Leadership Team: Stewards of CICA's Academic Goals

CICA's program goals are guided and supported by the Instructional Leadership Team (ILT), a cross-functional leadership team that ensures academic excellence and coherence. The ILT is composed of the Chief Academic Officer, principals, teacher leaders, the Director of Professional Learning, the CASAS Coordinator, and the Director of Curriculum. Meeting biweekly, the ILT reviews student learning data, designs responsive professional learning, and incorporates teacher feedback to continuously improve instruction. The team works to align goals, accountability measures, and instructional priorities, providing instructors with a roadmap of how these efforts intersect to form CICA's core academic vision.

Common Core Standards

CICA is committed to providing a rigorous, standards-based education that meets the unique needs of adult English language learners while ensuring students progress toward California State Standards across all subject areas. Our curriculum design and instructional practices are systematically aligned with the California Common Core State Standards for English Language Arts and Mathematics, the Next Generation Science Standards, and the California History-Social Science Standards. We integrate English Language Development (ELD) standards with content area instruction, utilizing sheltered instruction strategies and culturally responsive teaching practices that honor students' diverse linguistic and cultural backgrounds. Teachers employ scaffolded approaches to make grade-level content accessible, incorporating visual supports, collaborative learning structures, and native language resources when appropriate to support comprehension and academic language development. Through regular assessment of both English proficiency growth and content mastery, we continuously monitor student progress, adjusting instruction to meet learners where they are while maintaining high expectations for academic achievement.

Core Subjects

CICA offers students access to an A-G curriculum in English Language Arts, Mathematics, Science, History/Social Studies, and a range of electives.

English Language Arts

The English Language Arts sequence moves students through a progressive sequence from foundational grammar and language skills to advanced writing, research, and literary analysis. Rooted in Common Core standards, the curriculum emphasizes critical thinking, effective communication, and collaboration. Students engage with diverse fiction and nonfiction texts from various cultures centered on Social-Emotional Learning themes. Students develop skills in reading comprehension, argumentation, and narrative writing. The program culminates in advanced coursework focused on research proficiency, source evaluation, and multimedia presentations, preparing learners for academic and professional communication success.

Mathematics

Mathematics courses build essential numeracy and problem-solving skills through a sequence aligned with the California Common Core standards, beginning with Pre-Algebra and progressing through Algebra 1 and Geometry. Students gain proficiency in fractions, decimals, ratios, proportions, equations, and geometric concepts, with an emphasis on applying

mathematical reasoning to real-world contexts such as financial literacy. Instruction develops critical thinking and multiple forms of representation—numerical, graphical, verbal, and symbolic—preparing students for higher-level math and everyday applications.

History and Social Science
The History-Social Science courses provide students with a comprehensive understanding of civics, U.S. history, world history, government, economics, and ethnic studies. Instruction integrates literacy and critical thinking while connecting academic content to students' lived experiences. Students explore foundational principles of democracy, historical events, cultural diversity, and economic systems, emphasizing analytical skills through document analysis and inquiry-based learning. The curriculum prepares students to engage as informed citizens, fostering cultural awareness, social justice, and active participation in society.

Science
The Science courses offer foundational courses in Earth Science and Life Science, fulfilling graduation requirements while building scientific literacy and critical thinking. Earth Science introduces students to the dynamics of Earth and space systems, climate, natural phenomena, and human environmental impact. Life Science covers biological concepts such as chemistry, biodiversity, population dynamics, genetics, and environmental interactions. The curriculum emphasizes conceptual understanding and real-world application of scientific principles.

Visual and Performing Arts
The Visual and Performing Arts courses introduce students to fundamental concepts in stage performance, music theory, and vocal technique. Courses cover stage presence, character development, and the structure of the music industry, alongside foundational music theory, history, and vocal training. Students develop confidence and skills for performance and gain an understanding of music's cultural significance, preparing those interested in careers in music, theater, or entertainment.

Electives
CICA's Elective offerings allow students to strengthen literacy, communication, critical reading, and public speaking skills. Courses like Reading for Pleasure foster a love of reading through engagement with socially relevant themes, enhancing comprehension and analytical abilities. Public Speaking electives build students' rhetorical knowledge, speech planning, and presentation skills while promoting ethical communication and confidence. These courses enrich students' academic experience and prepare them for effective expression in various personal and professional contexts.

English for Work and Life Series
The English for Work and Life Series supports students at all stages of English acquisition, from emerging literacy to intermediate fluency. Courses emphasize systematic instruction in phonics, vocabulary, grammar, and real-world communication. Students progress from recognizing letters and sounds to composing organized paragraphs and participating in workplace and academic conversations. Through engaging, high-interest content and digital literacy tasks, learners gain the language and confidence needed to succeed in academic, personal, and professional settings.

Curriculum Adoption

In 2025, Highlands followed an articulated curriculum adoption process to procure Savvas, a standards-aligned curriculum for CICA courses. We received guidance from our UMass Global partner, which has extensive experience with curricular materials that best serve English Language Learners. The process was guided by UMass Global experts and included EdReports recommendations, analysis of materials used by surrounding districts, vendor demonstrations, and structured teacher feedback. We sought teacher feedback around our top choices and delivered our final proposal to the board, which approved our recommendation. We selected Savvas for its single, user-friendly platform for teachers and students, high ratings on EdReports, and adoption by large districts such as TRUSD, EGUSD, and LAUSD. To support strong implementation, the start of classes was delayed to August 14, 2025, allowing teachers to gain familiarity and comfort with the new curriculum. Teachers met in PLCs to build their knowledge of the standards-aligned curriculum. The Savvas adoption includes access to both an online digital curriculum, teacher edition textbooks, and student workbooks.

Supports for English Learners Level 0-1

ABCEnglish: A curriculum provided by an external agency, ABCEnglish offers literacy-level lessons ideal for students who are new to learning English. Lessons are presented through accessible slides and worksheets designed for classroom delivery.

Burlington English: An online English language learning platform offering both teacher-led lessons with presentations and printable materials, as well as self-paced student lessons accessible by phone or computer. The program integrates reading, writing, listening, and speaking skills, and includes thematic content, short stories, citizenship, and Workplace English and CASAS practice modules.

EL Civics Curriculum: Thematic packets intended to support English Language Learners with English language acquisition, civic participation, and workforce skills. Aligned to ESL objectives from CASAS and NRS ESL levels.

Standards-Based Instruction

To ensure alignment with educational standards and to support student achievement, CICA's curriculum has been developed, adapted, or adopted in accordance with the following:

- California Common Core State Standards (CCSS)
- WIOA English Literacy
- Literacy (EL) Civics Objectives
- Comprehensive Adult Student Assessment Systems (CASAS) Reading Standards
- CASAS Competencies

Instructional Methods

As an independent study school, CICA provides flexible, individualized learning supported by a range of online curricular resources. The nature of independent study and learning allows students to progress as quickly as they like with self-paced learning opportunities. Teachers meet with each student a minimum of once per week – synchronously via Zoom or in person- to monitor progress, review work, and adjust support. While most coursework is asynchronous, English Learners receive targeted, synchronous support (Zoom and in person) using

content-based instruction (CBI). Instruction includes both designated English language development and integrated approaches aligned with Common Core State Standards.

Independent Study Legal Compliance
The Charter School will comply with all applicable independent study laws and regulations, including but not limited to Education Code Sections 51745, et seq.; 47612.5; 47634.2; Title 5, California Code of Regulations, Sections 11700-11705; and 19850-19854. These laws require, that the Charter School will operate pursuant to an adopted independent study Board policy; each student will have a master agreement as required by law; and the Charter School will receive an approved funding determination by the State Board of Education as a condition of funding.

Assessment to Advance CICA Goals

CICA Employs Multiple Measures to Monitor Learning and Inform Instruction.

- **Formative Assessments:** These include ongoing evaluation through teacher observation, projects, presentations, and performance tasks.
- **Summative Assessments:** End-of-unit and semester evaluations measuring mastery of learning objectives. These assessments are part of the core curriculum.
- **Portfolio Assessments:** Student-led self-assessment using assignments of choice to demonstrate learning in students' focal areas. The ILT is currently mapping the implementation of the portfolio project.
- **Student Surveys:** Self-perception data helps us to understand the student experience.
- **CASAS Testing:** Comprehensive Adult Student Assessment System, a competency-based adult assessment program validated by the U.S. Department of Education for use in adult education conducted after 70-100 hours of instruction time. The assessment is administered every 6-8 weeks.
- **CAST:** California Science Test, a state assessment mandated for those in high school.
- **CAASPP:** California Assessment of Student Performance and Progress, a state assessment mandated for those in high school grade 11.
- **EL Civics Assessments:** Administered three times per program year
- **ELD Level Placement Test:** Placement at enrollment
- **ELD Level Exit Test:** Administered to determine readiness to advance to the next ELD level

Professional Development That Drives Improvement
High-quality professional learning at CICA is about creating a learning system, not just training. It is more than training staff in best practices; it is about creating a culture of curiosity that acknowledges the uncertainty that is inherent in teaching and learning. Central to our revised professional learning program is creating a practice of inquiry at the leadership level that focuses its interest on the practitioners working most closely with the students. What are teachers learning about their students' learning? Where are teachers' gaps in knowledge and capacity? These are the questions that inform the design and goals of the professional learning offerings.

CICA leadership works in partnership with CICA principals and teacher leaders through the ILT to take a partnership approach to designing professional learning. Core beliefs about

practitioner-based learning that inform the CICA approach to professional learning include:

- Teaching is complex and uncertain work that requires an inquiry stance to ensure that students' needs are at the center.
- Adult learning thrives on agency and relevance with clear goals and progress markers
- For instruction to be changed and improved, the learning experience of students must be visible
- Educators (teachers and leaders) are professionals engaged in important work, and they deserve a level of professional support and care that takes their work seriously.
- Pursuing collective goals is essential to supporting systems transformation

Professional Development Focusing on Language Acquisition

Central to CICA professional development is continuously developing strong instructional strategies to meet the needs of our ELLs. Supporting English Language Learners effectively requires ongoing professional learning and reflection. All CICA educators engage in continuous inquiry about how to better serve our multilingual learners.

Language-Responsive Teaching Practices

Our professional learning focuses on developing instructional strategies that make content accessible while maintaining high expectations. This includes training in visual supports, collaborative learning structures, and formative assessment techniques that help teachers understand what students know and can do.

Cultural Responsiveness and Asset-Based Thinking

We work to examine our own assumptions about language learning and ensure that our instructional practices build on students' cultural and linguistic strengths. This includes learning about our students' educational backgrounds and understanding how different cultural approaches to learning can inform our teaching.

Data-Informed Decision Making

As part of our inquiry-based PLCs, we develop systems for collecting and analyzing data about student language development that go beyond test scores. This includes documentation of student growth in academic discussions, writing development over time, and students' own reflections on their learning progress through portfolios.

Our commitment to English Language Learners extends beyond language acquisition to encompass the full development of students as confident, capable learners who can succeed in their chosen academic and professional pathways. Ultimately, we measure our success not just by English proficiency gains, but by our students' ability to use their multilingual skills to contribute meaningfully to their communities and achieve their educational goals.

CICA Professional Learning Structures

Bi-Weekly Friday PD

Our bi-weekly Friday afternoon professional learning sessions are designed as both collaborative

inquiry spaces where educators engage in job-embedded learning directly connected to their daily practice, and also an opportunity to receive specialized instructional support that they or the Instructional Leadership Team (ILT) has requested. These sessions follow a flexible structure that can shift between collective inquiry—examining student work and learning data to collaboratively problem-solve around specific instructional challenges—and targeted professional development that addresses identified needs such as trauma-informed pedagogy, advanced strategies for supporting students with interrupted formal education, or innovative approaches to integrated content-language instruction.

Teachers work in cross-disciplinary teams when engaging in inquiry cycles, analyzing how their students are navigating rigorous academic content and sharing effective practices for maintaining high expectations while providing comprehensive support. When focused on specialized instruction, sessions might feature expert facilitators, peer observations with feedback, or deep dives into research-based strategies that teachers have specifically requested to strengthen their practice. This dual approach ensures that professional learning is both responsive to emerging classroom needs and proactive in building the specialized expertise our diverse adult learner population requires, while maintaining our commitment to practitioner-centered learning that directly impacts student success.

Bi-Monthly Principal PLC

Led by the Chief Academic Officer, principals analyze school-level data, align support systems for ELLs and students with interrupted formal education, and develop coordinated systems responses. This principal learning community operates as a space for collaborative problem-solving where school leaders can examine challenges, share effective practices, and develop coordinated approaches to supporting their unique adult learner populations. Sessions focus on analyzing school-level data to understand how students are progressing toward their educational goals, discussing instructional leadership strategies that support teachers in serving English Language Learners and students with interrupted formal education, and developing systems-level responses to emerging needs within their school communities. The Chief Academic Officer facilitates these meetings using the same inquiry-based approach that guides teacher professional learning, encouraging principals to bring real dilemmas from their practice, examine multiple perspectives, and test solutions collaboratively. This structure ensures that leadership decisions are grounded in evidence and aligned across both school sites, while providing principals with the professional support and intellectual partnership they need to lead effectively in the complex landscape of adult education. The PLC also serves as a space for principals to reflect on their own growth as instructional leaders and to coordinate their efforts in supporting teacher development and student success.

Twice Weekly Teacher PLCs

Teachers engage in professional learning community work twice weekly, with sessions strategically designed to strengthen both instructional planning and data-informed decision making. One session each week is dedicated to collaborative planning time where teachers work in grade-level or content-area teams to design learning experiences that integrate rigorous academic content with the specific supports their English Language Learners and students with interrupted formal education need to succeed. These co-planning sessions allow educators to share strategies, align expectations across courses, and ensure that assessment practices

accurately capture student growth while maintaining high standards. The second weekly session follows protocols and practices that focus on collaborative examination of student work and performance data to understand learning patterns, identify instructional adjustments, and develop targeted interventions. During these data inquiry sessions, teachers bring actual student artifacts—writing samples, project work, assessment results—and engage in structured conversations that move beyond simply identifying which students are struggling to understand why certain approaches are or aren't working and what specific instructional moves might better support student learning. This dual structure ensures that teachers have dedicated time for both proactive planning and reflective analysis, creating a continuous cycle of improvement that keeps student learning at the center of all professional practice.

Teacher Coaching
CICA is launching Phase 1 of on-the-ground coaching by October 15, 2025. This will include the opportunity to observe instructional models, to co-plan with professionals with expertise in supporting students with interrupted formal education, and to engage in guided reflection on the impact of instruction.. Principals, the Director of Professional Learning, the Curriculum Coordinator, and teacher leaders will participate in a rigorous train-the-trainer model to enable sustained on-the-ground support of teachers' ongoing development.

The Role of Data and Assessments in Informing Instructional and Systems Improvement
Assessment is a core to instructional improvement at CICA. Not only does assessment tell us where our students are in their learning, but patterns in the data reveal where we need to focus our professional learning efforts. CICA is committed to creating a system that is responsive to what we are learning about our students and their needs. Leadership is curious about what is happening between the teacher and the student and rests its instructional improvement design on the data that comes from the classroom.

Formal Assessment and Improvement
The ILT will review CASAS data to understand students' academic progress and to track areas where we need to improve our instructional approach. In addition, the ILT will use CAASPP and CAST data to understand the general themes in improvement and then support teachers to use more granular classroom data to understand what is getting in the way of students making progress.

Informal Assessments and Improvement
Working in their PLCs teachers will use classroom-based data– both qualitative and quantitative to determine the areas of their practice where they would like more support. This is one source of the design for the content input on PL Fridays. The ILT will use classroom observation data to help determine the focus of improvement efforts.

Student Climate Surveys and Systems Improvement
Centering the students' experience as core to our approach to improving the learning experience The CICA instructional improvement process involves looking at both student mastery data and student perception data. One important source of student perception data is the student climate surveys. While we do not rely on this self-report data to give us the whole picture of the student

learning experience, the data provides valuable insights into CICA's social and emotional conditions for learning. Annual anonymous surveys are administered in multiple languages (e.g. English, Arabic, Spanish, Persian, Armenian, Pashto, Russian, Turkish, Ukrainian, Vietnamese, Chinese). Students access surveys via QR codes, push notifications, in-class support, and the Brain app; paraeducators provide language assistance. Survey domains include relationships, classroom climate, resources, goals/progress, safety/facilities, CTE/workforce, and curriculum/instruction.

Students have access to completing these surveys via QR codes, push notifications sent to their cell phones, with the support of their teachers in their classrooms, and via the Brain app. Teachers encourage and support student participation by engaging students in lessons that have practice surveys. Paraeducators are also utilized to provide language support during this process. The purpose of these surveys is to understand the following:

- Relationships
- Classroom Climate
- Classroom Support and Access to Resources
- Goal Setting & Student Progress
- Safety, Maintenance, and Facilities
- Workforce and CTE Programs
- Lessons, Instruction, and Curriculum

CICA students are asked to read each statement and indicate their level of agreement with the statement from the following options:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

The table below shows the percentage of CICA students who agree or strongly agree with each statement for the year indicated for the last three years.

Question	22-23	23-24	24-25
Lessons help me in my daily life.	87%	84%	93%
Lessons are interesting.	87%	86%	93%
I know what I need to do to make progress in my classes.	90%	90%	93%
The lessons (in person or online) help me learn (My teacher offers me an opportunity to learn everyday).	93%	89%	95%
I have the learning materials (pencils, notebooks, binders, books) I need to learn.	90%	84%	89%
I have the technology I need to learn.	91%	91%	95%
The school, classrooms, and buildings are clean and in good condition.	92%	93%	89%

The school tells me important information regularly (holidays, school announcements, events).	95%	95%	96%
All students from different backgrounds and countries are treated kindly (the same).	95%	97%	96%
All students from different cultural backgrounds, races, or ethnicities respect each other at school.	98%	96%	94%
My teacher really cares about me and respects me.	98%	98%	98%
My counselor really cares about me and respects me.	94%	92%	90%
The school helps me turn my college and career goals into a plan.	85%	82%	88%
I know how to get help if I feel sad, stressed, lonely, or depressed.	82%	81%	87%
I want to learn more about mental health and how to deal with stress.	48%	49%	59%
I feel connected to the school, my classmates, and teacher.	80%	77%	86%
I feel safe at school (I trust our leaders to make our school safe).	93%	93%	90%
I know how to log in and check my student email.	95%	96%	97%
I know how to log in to my online learning tools	89%	92%	96%
CICA helps me learn to use technology by giving mobile devices and digital literacy training.	89%	88%	94%
I use my school phone, Chromebook, or hotspot 5 or more days a week	ND	ND	73%

**ND denotes that there was no data available for that school year*

Student Academic Supports

Many of our students have little prior education in their native language and, for many of them, they come in with low levels of English, CICA provides extra support to ensure students' academic success. Teachers are available to meet with students by appointment to support students who are struggling academically.

Paraeducators

Paraeducators who work with credentialed teachers play an important role in supporting translation for our Level 0 students. There are wide variations in English learner levels and growth patterns among these students. Paraeducators work with our credentialed teachers to provide the individualized support needed to address varied student needs and learning patterns. They provide crucial language scaffolding by offering clarification in students' native languages when needed and creating more opportunities for meaningful language practice. Additionally, paraeducators who share students' cultural backgrounds create a more comfortable environment that reduces the anxiety often experienced by newcomers. While teachers focus primarily on

academic instruction, paraeducators can provide crucial social-emotional support that newcomers need to navigate their new educational environment successfully. To improve student support with the CICA systems and academic support, CICA is looking to rebuild its paraeducator staff.

Literacy Support
During the 2025-2026 school year, CICA has budgeted for staff to provide literacy support to help English learners. This will focus on building literacy through phonemic awareness, phonics, vocabulary building, pronunciation, and writing skills.

Tutoring Program
CICA is currently redesigning a tutoring program for students. In prior years, the tutoring was delivered online. Based on feedback from students and staff, online tutoring did not effectively meet the needs of our student population. Key challenges, detailed below, included a lack of digital literacy skills, low student engagement, and limited availability of support. The new tutoring program will be responsive to these findings. As of this material revision, the CAO of HCCTS is conducting a review of potential tutoring approaches and Phase 1 of implementation will occur by October 25, 2025.

CICA Students & Devices

All CICA students are provided Chromebooks and hotspots so they are able to access their online learning tools, including their online curriculum.

Challenges for Students Accessing Online Tutoring

- Cultural Barriers: Afghan Women
    - Afghan women have the most urgent needs of all the populations we serve
    - Afghan women will not work one-on-one with male tutors
    - Afghan women typically have low technical skills
    - Afghan women typically have low literacy skills
    - In-person, woman-to-woman support by Dari- and Pashto-speaking academic staff is needed for this population
- Technology Accessibility
    - Students with low tech skills may not be able to access online tutoring that requires an online login
    - Students without internet access at home
    - Students without computers or laptops at home
    - Most online tutoring is chat-based
- Linguistic Barriers
    - Top 5 languages are: Dari, Pashto, Ukrainian, Russian, and Spanish
    - English-speaking tutors cannot effectively support students with low English proficiency

Instructional Days and Minutes Calculations
As a traditional independent study school, CICA ensures it meets instructional time requirements by documenting daily student engagement, evaluating work products for time value, and offering synchronous and asynchronous learning opportunities. Time value-earned depends on the

certified teacher's judgment of individual work products and the time value that the teacher deems appropriate based on the teacher's assessment of the pupil's individual needs and capacities.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record. The Assigned Work Record contains a record of daily engagement and documentation of the time value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar.

Graduation Requirements

A diploma requires 180 high school credits: 110 Academic (including 10 Workforce Readiness credits) and 70 Elective/CTE credits. Transfer and verified employment credits may apply. Once 180 credits are verified, students may apply for the diploma and are invited to the graduation ceremony.

Counselors develop graduation plans, conduct regular check-ins with progress reports, and—beginning **2024–25**—advise on **A–G** pathways for college readiness.

Statutory compliance:

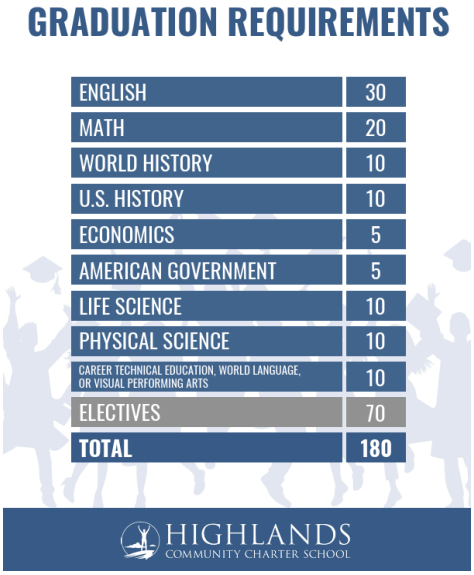
- **AB 101 (Ethnic Studies):** Offer a one-semester course; required for students graduating in **2029–30** and beyond (subject to appropriations).

- **AB 2927 (Personal Finance):** Offer a one-semester course by **2027–28**; required for students graduating in **2030–31** and beyond.

Counselors help ensure students meet graduation requirements by developing graduation plans and conducting regular check-ins. During check-ins, counselors update students on their academic progress, including credit attainment and requirements remaining to meet graduation requirements. Each student is provided with an academic progress report. Beginning in the 2024–2025 school year, we have adopted A–G approved courses to expand college readiness opportunities for our students. As part of this effort, counselors engage students in conversations about their aspirations for higher education as they approach the high school program.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and require that students complete the same as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and require that students complete the same as a graduation requirement commencing with students graduating in the 2030-31 school year.



Attendance Policy
CICA maintains SOPs compliant with Board Policies and **EC §§ 51749.5–51749.6**. Daily engagement with assignments and synchronous instruction is tracked and retained for at least **three years**. With the approval and oversight of the District, CICA will establish and maintain attendance SOPs compliant with Board Policies and EC § s 51749.5 and 51749.6. At all times, students' daily engagement with assignments and synchronous instruction will be tracked and recorded, and the records will be maintained for a minimum of three years. The time value of all attendance awarded will be at the judgment of a certified teacher. In any instance where in-person attendance is a requirement, such as participation in CTE programs, in-person attendance will be recorded by a certified teacher, and attendance records retained for a minimum of three years.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record. The Assigned Work Record contains a record of daily engagement and documentation of the time value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar.

The Need for California Innovative Career Academy
The area covered by the Twin Rivers Unified School District has tremendous educational needs. While some of these needs were met in the past by the adult education program of Twin Rivers Unified School District, with budget cuts, most of these opportunities have gone away for those who do not have a U.S. high school diploma. This has greatly impacted student access to dropout recovery, as well as programs serving ex-offenders and immigrants. All of these groups not only have a direct need for services, but by helping them, CICA also helps the state of California by reducing welfare services, reducing recidivism, increasing the tax base, and increasing the

cohesiveness of our society.

The Need for Dropout Recovery
Research has demonstrated that within a school year, a student drops out of high school every 9 seconds in the United States (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). Further, according to the California State Legislature, "Research suggests that fewer than 70 percent of 9th grade pupils in California, and in some school districts, fewer than 50 percent, graduate from high school" (Carter, 2011).

The Need to Educate Ex-Offenders
High school dropouts are much more likely to become incarcerated, and many families in the Twin Rivers district are affected by having a family member who is an ex-offender. California Innovative Career Academy will be able to help rehabilitate these ex-offenders and provide them with real job skills. By being able to provide for their family through legal employment, children of ex-offenders will have better role models and be more likely to break the cycle of crime.

Benefits and Potential Impact on Twin Rivers Unified School District
CICA will have a positive benefit to the Twin Rivers Unified School District. Given that CICA will serve adults, no students will come from existing Twin Rivers traditional K-12 schools. Further, by educating the parents of students in the Twin Rivers traditional K-12 schools, these younger students will likely have greater academic success. By authorizing CICA as an independent charter school, Twin Rivers Unified School District will not take on any additional risks or insurance costs of the charter school.

Workforce Readiness
The Workforce Readiness program equips students with essential career skills and technical knowledge across multiple pathways, preparing them for success in the modern workforce and further education. The *Workforce Readiness* course emphasizes digital literacy, career exploration, employability skills, and professional communication, supported by practical experiences such as resume building and mock interviews.

CTE Programs
CICA is currently in the process of developing the CTE program. To grow capacity and course offerings, our CTE program is entering a redesign. During the 2025-26 school year, we are thoughtfully using labor market data, community partnerships, and teacher input to shape offerings that will set our learners up for success. The plan emphasizes clear pathways, flexible schedules, strong language supports, and meaningful work-based learning. Courses will be carefully vetted and released in phases based on sustainable capacity and resources.

CICA will have seven CTE programs in the 2025-2026 school year:
1. Culinary Arts
2. Digital Literacy and Multimedia
3. Early Childhood Education (ECE)
4. Medical Services
5. Microsoft Office Specialist (MOS) Certification
6. Personal Finance

7. Real Estate

Culinary Arts

Culinary Overview
Introductory culinary skills with emphasis on safety, sanitation, knife skills, basic cooking methods, menu planning, and kitchen teamwork.

Culinary Target Certifications
- ServSafe Food Handler (all students)
- ServSafe Manager offered where feasible and appropriate

Culinary Program Requirements
- Safety routines, lab participation, and recipe labs portfolio
- Food handler exam completion; uniform and non slip shoes for lab days

Work-based Learning
- Guest chefs, site tours, catering practice for school events, community tastings
- sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Digital Literacy and Multimedia

Digital Literacy and Multimedia Overview

Practical digital storytelling with emphasis on device basics, file management, online collaboration, visual design, audio and video basics, and portfolio building.

Digital Literacy Target Certifications

- IC3 Digital Literacy certification where available
- Adobe Certified Professional exam prep in tools such as Photoshop, Illustrator, or Premiere Pro when feasible
- School issued certificate of completion with project portfolio

Digital Literacy Progress

- Curriculum outline drafted; equipment and facility scheduling in planning with partner

Program Requirements
- Completion of project based modules and a curated digital portfolio
- Regular practice in productivity and creative apps; responsible use and digital citizenship modules

Digital Literacy Work-based learning

- School communications projects, partner briefs, social media content labs, guest designers and media professionals

Digital Literacy Progress
- Curriculum outline drafted; device and software access plan in place with partner sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Early Childhood Education (ECE)

ECE Overview

Prepares students for entry roles in preschool and childcare settings with a focus on child development, safety, learning environments, and family partnerships. Strong language support embedded for multilingual learners.

ECE Target Certifications
- Pediatric CPR and First Aid
- California Mandated Reporter Training
- California Child Development Permit pathway awareness; assistance with Assistant or Associate Teacher permit application where eligible

ECE Program Requirements
- Attendance and completion of coursework and practicum tasks
- Readiness for site requirements when applicable (background clearance, TB test, immunizations per host site; program will help students navigate)
- Portfolio with lesson snapshots, observation notes, and reflections

ECE Work-based Learning
- Classroom observations, lab hours, guest talks with site directors, optional short externship when available

ECE Progress
- Currently in the process of hiring ECE teachers
- Curriculum map drafted using English for Work and Life for integrated language routines
- Site partner list in development for observations and talks

Medical Services

Medical Services Overview

Entry-level health care skills with emphasis on patient safety, infection control, vital signs, medical terminology, front office workflows, and team communication.

Medical Services Target Certifications
- American Heart Association BLS, CPR, and First Aid
- OSHA Bloodborne Pathogens awareness

- HIPAA privacy and security training
- Where feasible and appropriate: NHA Certified Medical Administrative Assistant exam prep

Program Requirements
- Safety routines, lab skills checklists, and a skills and reflections portfolio
- Completion of required CPR and safety training; appropriate attire for lab days

Work-based Learning
- Guest talks by medical assistants and clinic managers, site tours, mock front desk scenarios, community health events

Microsoft Office Specialist (MOS) Certification Prep

MOS Overview
Hands-on prep for industry-recognized Microsoft Office Specialist exams. Focus on Word, Excel, and PowerPoint with options to extend to Outlook or Access based on student goals.

MOS Target Certifications
- Microsoft Office Specialist Associate exams (Word, Excel, PowerPoint)
- Option to pursue additional exams for Expert level where appropriate

MOS Program Requirements
- Regular practice in Office applications; completion of scenario-based projects
- Exam readiness checks; testing through a Certiport Authorized Testing Center (onsite or partner)

MOS Work-based Learning
- Real-world admin projects, resume and report formatting, data dashboards for career pathways

MOS Progress
- Two MOS CTE teacher positions posted
- Certiport testing access plan underway (site authorization or partner center)

Personal Finance

Personal Finance Overview
Practical money skills for work and life: banking, budgeting, credit, debt, insurance, taxes, benefits, and introductory investing. Currently offered; will continue within CTE to strengthen career readiness.

Personal Finance Target Certifications
- Local certificate of completion with portfolio evidence
- Optional third-party exam (for example, W!se Financial Literacy Certification) if adopted by the school

Personal Finance Program Requirements
- Completion of unit tasks and a capstone budget and benefits plan
- Demonstration of digital skills for online banking simulations and tax prep scenarios

Personal Finance Work-based Learning
- Speakers from banks and credit unions, mock benefit selection, VITA site visit when available

Personal Finance Progress
- Running now; pacing and assessments aligned to power standards are being finalized for 2025–2026
- Curriculum outline drafted; lab equipment and site visit scheduling in planning with partner clinics
- Instructor recruitment plan prepared (internal posting or partner hire)

Real Estate

Real Estate Overview

Foundations of residential real estate with emphasis on California practice and principles, ethics, property types, basic finance, contracts, and client communication.

Real Estate Target Certifications

- Preparation for the California Real Estate Salesperson license pathway
    - Completion of required coursework hours and state application steps
    - Exam readiness checks and study support

Real Estate Program Requirements
- Completion of course modules and case studies; portfolio of forms, disclosures, and client communication samples
- Attendance at exam prep sessions; Live Scan and state application guidance provided

Real Estate Work-based Learning
- Guest brokers and agents, office tours, open house observations, neighborhood property walks, mock client meetings

Real Estate Progress
- Curriculum outline drafted; broker partner interest meetings underway
- Instructor recruitment plan prepared (internal posting or partner hire)

CTE Program Accountability And Progress Indicators
- Access: enrollment by site and pathway; ELD levels served
- Engagement: attendance and weekly progress submissions
- Learning: pass rates on unit performance tasks and portfolios

- Credentials: number of certifications earned (ServSafe, MOS, CPR/First Aid, Mandated Reporter, optional personal finance cert)
- Work-based learning: hours, site visits, guest speakers, externship participation
- Placement and advancement: students moving into jobs, internships, capstone, or next-level training

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

Information about WASC accreditation can be found at CICA's website. CICA is currently WASC-accredited through June 30, 2030.

Technology
Technology is integral to academic success and workforce readiness. Given varied digital literacy levels, CICA provides structured exposure to tools (Microsoft Office, Google Classroom, web-based reading programs, tutorials) and models tech use in instruction. The IT Department (five FTE) supports teachers and students and has standardized classroom access across sites.

Equipment available upon request: Chromebooks, headphones/earbuds, projector screens.

CICA seeks to truly integrate technology into students' lives via classroom lessons, relevant examples, classwork, projects, and practical experience communicating in the modern world. Technology standards and objectives are integrated into the curriculum and are clearly defined for the teachers. Across varying sites, the teachers incorporate technology into their lessons. Teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize Google Docs, emails, etc. CICA's goal is to have all teachers using and adapting technology to accommodate the students' levels and needs.

In recent years, CICA has overcome a complex challenge with technology. Previously, not all of the students, teachers, and sites had the same level of access to technology, nor was the same level of technological access possible at all sites. The IT Department has resolved the disparity issues among classrooms, and currently, all classrooms have access to the same equipment.

Through consistent exposure to digital tools across courses and targeted instruction in digital literacy, the program ensures that students develop the technological competencies necessary for academic advancement, workplace readiness, and full participation in modern society. Technology, academic success, career goals, and social engagement are all important for students, and we believe that in order for students to be fully successful in the 21st century, they

must become digitally literate.

Student Services

CICA has the unique opportunity to work with adult learners who have faced many challenges and require both academic and personal support to successfully meet their academic and career goals. In the 2025-26 school year, the support staff was greatly reduced, and CICA continues to work to rebuild some of those services. At the time of this material revision, there is an Intervention Coordinator position being developed to support partnerships with community agencies. These agencies provide essential support well beyond what CICA can offer including dental services, food, housing support, etc.

Orientation/Student Onboarding

Student Services holds an orientation at the beginning of each year to support students in becoming fluent in the CICA system and help them make informed decisions about their academic plan. In August 2025, orientation was extended to cover new attendance requirements, a five-period bell schedule, and the Savvas curriculum.

Navigators

Dedicated staff are needed to ensure every student understands all of the services available to them. With students who speak over 39 languages, often with limited English proficiency, Navigators serve a critical role by communicating with students and providing academic and career support and access to community resources. CICA Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and travel to all campuses to present on services and programs. In June 2025, the Navigators were released from their positions. As of the writing of this material revision, HCCTS is working to rebuild the Navigator program for implementation in January of 2026.

Student Advisory Council

CICA is in the foundational stage of assembling a student advisory council. In September and October, the Chief Academic Officer will meet with students who are recommended by their teachers as possible advisory members. The first student advisory council meeting is set for mid-November and will meet quarterly. The intention for this group is to support increased agency, belonging, and leadership, as well as bring the student perspective to CICA initiatives. The quarterly meetings provide consistent opportunities for students to share their experiences, identify challenges, and contribute to solutions that enhance the educational environment for all newcomers, ultimately supporting their academic success and social-emotional well-being.

Community Partnerships

CICA serves a very high-need student population and has developed multiple partnerships with external organizations to address those needs. Since opening in the 2019-2020 school year, 13 partnerships have been established. These partnerships expand the school's reach within the community and increase student access to the tools necessary to achieve their goals. Partnership refers to a collaborative relationship between Highlands Community Charter and Technical Schools (HCCTS) and an external agency that supports students by facilitating access to essential services. These partnerships may be formalized through a Memorandum of Understanding (MOU) or remain informal and often involve the exchange of resources, services,

and information aligned with shared goals to improve student outcomes and well-being. In some cases, partnerships include agreements related to shared locations, supporting educational efforts by expanding access to instruction and services in settings where students already utilize essential resources.

These partnerships include the following organizations:

- SALAM Islamic Center
- SHRA
- La Familia Counseling Center
- CalAsian Chamber of Commerce
- Lao Family Community Development
- Department of Human Assistance
- Sacramento Employment and Training Agency (SETA)
- Mack Road Partnership

Many of these community partners provide support that is beyond the scope of CICA services. This includes connecting students to dental services, food banks, clothing, etc.

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

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

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

Plans for Specific Populations

English Learner (EL) Services and Newcomer Supports:
CICA provides comprehensive support for newcomer students and English language learners. CICA student services staff provide comprehensive orientation services to new and veteran students to support them in being able to "read their environment" and develop a fluency in navigating the CICA system. The academic supports are listed in the educational philosophy section. CICA also provides native language support when available, along with cultural transition assistance. Specialized programming for recently arrived immigrant students, including orientation to U.S. school systems, technology setup support, accelerated English

language acquisition, academic skill building, and social-emotional support to ease cultural transitions. We provide translation services and family engagement programs to support the entire family's integration into our school community. Teachers adapt content, assignments, and assessments to match students' language levels, ensuring they can access and engage with core academic material. English learners receive targeted language support embedded within subject-area instruction, allowing them to build both academic and linguistic skills simultaneously. This approach supports students in progressing toward English fluency while also earning high school credits toward graduation.

Plan for Students Who Are Academically Low Achieving
Independent Study labs allow students to complete required work in a self-paced fashion, allowing them additional time to master a subject before proceeding. Further, courses that are more set-paced will be designed to incorporate multiple modalities of learning to assist all students to success, including those who may be academically low achieving in a traditional school setting. This includes the use of more frequent one-on-one meetings and first language support to ensure content accessibility. Instructional pacing and support will be responsive to student needs, creating an inclusive environment where all learners have a pathway to mastery.

Plan for Students Who Are Academically High Achieving
Independent Study labs will allow students who are academically high-achieving to learn in an accelerated manner, so that they can complete their diplomas quickly. Because CICA serves adults aged 22 and older who do not possess a U.S. high school diploma, we often enroll immigrants with professional expertise from their home countries. For example, a student from Russia who previously worked as a doctor before immigrating to the U.S. would benefit from an accelerated rate in a life science class. The flexibility of the independent study model honors prior knowledge and experience, enabling students to move efficiently through material they already understand. This approach helps students re-enter the workforce or pursue higher education without unnecessary delays.

Students with Disabilities
Overview
As a charter school, CICA does not plan to join a Special Education Local Plan Area (SELPA) and will remain a "school of the district" for SELPA purposes. CICA will make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates serving students with disabilities, including but not limited to § 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). CICA enrolls all eligible students and provides FAPE through 504 plans and appropriate accommodations in compliance with § 504, ADA, and IDEIA**.**

IDEIA applies to children with disabilities and does not apply to adult students over the age of 21.[2] California likewise requires special education services for students until age 21. CICA integrates IDEIA compliance principles as part of its mission to provide K-12 educational opportunities to adult students according to all applicable laws.

[2] 20 U.S.C. 1412(a)(1)(A): "A free appropriate public education is available to all children with disabilities residing in the State between the ages of 3 and 21, inclusive..."

Disabled students with or without a previous IEP may request a reasonable accommodation by contacting their teacher, counselor, or administrator. CICA does not require students to provide detailed medical records to document a disability. A doctor's note or other documentation of impairment, including records of academic impairment, may support an accommodation need. Students also have the right to refuse accommodation solutions offered by the school or propose a different alternative as part of the interactive process.

Any decision to deny or grant a request for reasonable accommodation by the SST shall be made in accordance with applicable federal and state law, including IDEIA, ADA, and the California Education Code. Reasonable accommodation can include, but are not limited to, modifications to school policies, practices, or procedures; auxiliary aids for classroom learning such as transcripts, readers, or modified equipment; altered testing conditions; presence of a student's trained service animal; or other measures necessary to ensure equal access to CICA's educational programs, as required by 304 C.F.R. 104.44. CICA may deny accommodation requests by a person with a qualifying disability and documented need if the requested accommodation imposes an undue financial, operational, or administrative burden, or fundamentally alters its educational program, provided no reasonable alternative can be found to meet the student's needs.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subparagraph (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." (Ed. Code § 47605(c)(5)(B).)

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

Measurable Goals of the Educational Program

CICA (California Innovative Career Academy) was founded to serve historically disadvantaged populations. It has always served a larger than 90% socially and economically disadvantaged student population. The founding philosophy of CICA demands that it offer extensive support beyond that which would normally be available to students in a traditional high school setting and far beyond that available in CAEP settings. To that end, all support services are available to all students. This, along with the radically different makeup of the CICA student population compared to most schools, has led CICA to set its performance targets for all students rather than for traditionally designated subgroups.

Alignment with State Priorities

STATE PRIORITY #1— BASIC SERVICES The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
Subpriority A: Fully Credentialed Teachers	
Goal	100% of core teachers will hold an appropriate and valid California Teaching Credential. These teachers may be fully credentialled or hold intern or emergency credentials as is appropriate to the teaching assignment.
Method	In addition to hiring credentialed teachers CICA will support teachers in the credentialing process including obtaining Intern credentials and the completion of any necessary credentialing program.
Measurement	Initial and annual verification of core teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS Report 3.5 NCLB Core Course Section Compliance; Annual publication of the School Accountability Report Card.
Subpriority B: Access to Standards Aligned Instructional Materials	
Goal	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in the charter petition.
Method	All instructional materials will be assessed for alignment with state common core standards, CASAS standards and ELP objectives.
Measurement	Executive Director or designee will review all instructional materials before purchase pursuant to E.C. § 60119.

STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
Subpriority A: Implementation of Standards	
Goal	At CICA 100% of core academic classrooms will offer curriculum aligned to common core state standards.
Method	Offer a wide range of standards-aligned materials to ensure teachers have access to diverse standards-aligned methods and modalities and individual student needs can be met through access to multiple aligned curricula.

Measurement	Engagement with curricula will be tracked for engagement and impact and assessed by the Executive Director, Senior Director of Instruction, Curriculum Coordinator or other designee.
Subpriority B: EL Student Access to Academic Content	
Goal	100% of English Language Learners will gain academic content knowledge through implementation of Common Core State Standards.
Method	EL students will be offered differentiated instruction in contexts integrating Common Core State Standards with ELP objectives such as English for Work and Life and EL Civics courses.
Measurement	Student progress will be measured through course completion, level exit tests, EL Civics tests and applicable state testing including CAASPP and CAST.
Subpriority C: EL Students and English Language Proficiency	
Goal	100% of English Language Learners will make measurable progress towards English language proficiency.
Method	EL students participate in English Language Arts/Literacy instruction with appropriate in-class instructional support which includes structured English language development, small group teacher support, paraeducator support, and usage of SDAIE strategies.
Measurement	The school will track annual metrics including the rate of redesignation from Intermediate ESL to Adult Basic Education, measurable skills gains, and CASAS reading gains.

STATE PRIORITY #3— Educational partner involvement. State priority 3 references parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation. However as all CICA students are 22 years and over CICA will focus instead on engaging the feedback of educational partners including but not limited to students and community partners.	
Subpriority A: Educational partner engagement	
Goal	Promote student involvement in setting schoolwide priorities and implementing academic programs and student services through hosting at least five educational partner events.
Method	Engage students in community partner events to solicit and gather student feedback.
Measurement	Student feedback will be recorded, collated, and analyzed by CICA staff

	incorporating both qualitative and qualitative methodologies. Student feedback will be incorporated into the annual LCAP.
Subpriority B: Student Participation	
Goal	Survey students in 10 more languages to promote engagement with school culture and receive actionable quantitative feedback, with at least 50% student participation.
Method	Each year CICA will circulate a student satisfaction survey.The survey will be made available in not less than the 5 most widely spoken languages among the student population.
Measurement	CICA will track the number and percentage of students participating in the survey. Before and after each survey period CICA staff will discuss and implement strategies to increase student participation.
Subpriority C: Community Partner Engagement	
Goal	Maximize the opportunity for CICA students and staff to meaningfully engage with community partners by hosting at least 5 events accessible to CICA students remotely (i.e. through Zoom).
Method	Community partner events will be held throughout the year including job fairs, immigrant resource presentations, Know Your Rights presentations from local agencies, and cultural events celebrating diverse student backgrounds.
Measurement	All community partner events will be assessed for engagement and impact including number of students engaged. This will be documented in the LCAP.

STATE PRIORITY 4: Student Achievement **Academic Achievement Metrics, performance on standardized tests, progress of English Language Learners**	
Subpriority A: Academic Achievement Metrics	
Goal	Schoolwide academic achievement metrics will meet targets as agreed upon with our Authorizer as quantified below in CICA Academic Achievement Metrics.
Method	All CICA students take regular CASAS tests every 6-8 weeks. All 12th grade students have regular meetings scheduled with counselors and are provided a personalized graduation plan to ensure they graduate within the same program year as admission to the 12th grade.
Measurement	All Academic Achievement measurements are reported to the Authorizer

	yearly in an annual report.
Subpriority B: Standardized Tests (SBAC)	
Goal	Implement two mandatory trainings on Smarter Balanced assessment for teachers and paraeducators.
Method	CICA will begin implementation of Smarter Balanced (SBAC) for 11th grade in the 2025-2026 school year. The designated LEA CAASPP coordinator will coordinate training and implementation.
Measurement	The designated LEA CAASPP coordinator will report CAASPP results to CICA and TRUSD.
Subpriority C: Progress of English Language Learners	
Goal	English Language Learners will see consistent growth including average CASAS Reading STEPS gains of 2 points or greater per program year and Measurable Skills Gains as reported to NRS meeting or exceeding the state average.
Method	CASAS tests will be taken by all students every 8 weeks at a minimum, the percentage of students with pre and post test scores will meet or exceed 55%.
Measurement	The CASAS coordinator will review monthly progress reports

STATE PRIORITY #5— STUDENT ENGAGEMENT Pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates	
Subpriority A: Student Attendance Rates	
Goal	CICA will ensure an 80% attendance rate.
Method	Attendance with sufficient academic progress will be a requirement of continued enrollment at CICA. Students not meeting requirements will receive academic support and intervention.
Measurement	Monthly, quarterly and annual attendance reports, Periodic attendance rates will be visualized in Schoolytics.
Subpriority B: Chronic Absenteeism	
Goal	CICA will reduce chronic absenteeism by 5% yearly.

Method	CICA will enforce mandatory attendance policies designed to promote attendance. See the attendance SOP attached in the appendix.
Measurement	As reported in Dataquest.
Subpriority C: Graduation Rates	
Goal	The CICA DASS 1-Year graduation rate will meet or exceed 20%
Method	All CICA 12th graders will be prepared for graduation with personalized graduation plans and extensive academic and counseling support.
Measurement	The reported number of graduates in CALPADS will be compared against the enrolled population of 12th grade students with business rules as supplied by California Dashboard.

STATE PRIORITY #6— SCHOOL CLIMATE School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
Subpriority A: Pupil Suspension Rates	
Goal	CICA will maintain a suspension rate of less than 2%
Method	CICA will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	CALPADS data
Subpriority B: Pupil Expulsion Rates	
Goal	CICA will maintain an expulsion rate of less than 2%
Method	CICA will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	CALPADS data
Subpriority C: School Climate	
Goal	CICA will ensure 90% of enrolled students respond to the student climate survey.
Method	As part of CICA community partner engagement, the yearly student climate surveys will be distributed to all students by teachers. Teachers will be trained on the survey and participation incentivized.

Measurement	The accountability department will collate and analyze student survey results and present the results to the HCCTS Board of Directors.

STATE PRIORITY #7— COURSE ACCESS The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 9-12: English, social sciences, science, mathematics, visual and performing arts, applied arts, and career technical education.	
Goal	100% of students will have access to all content areas. As a school with many credit recovery students, not all students will be enrolled in all subjects, however all students will have access to the courses needed to graduate high school with a broad course of study.
Method	CICA students with limited English proficiency are enrolled in classes with designated English support which offer integrated access to all content areas.
Measurement	Yearly review of course outlines, descriptions, ELP objectives, and EL Civics content areas.

STATE PRIORITY #8— Pupil Outcomes	
Subpriority A: English	
Goal	All students will demonstrate an increase in proficiency in English Language Arts/Literacy
Method	All English learners will receive English language instruction integrated with ELA standards. All English proficient high school students will demonstrate mastery through course completion. All students will receive regular CASAS reading testing
Measurement	Average CASAS reading tests will meet or exceed 2 points per program year. Yearly the program will meet or exceed California state targets for Measurable Skills Gains.
Subpriority B: Social Science	
Goal	All English language learners will participate in Civics education.
Method	Students will take 3 yearly EL Civics Civics exams.
Measurement	The school will maintain an 85% passing rate for Civics exams.

Subpriority C: Mathematics	
Goal	All students enrolled in Mathematics will make measurable progress.
Method	Math students will receive pre and post CASAS testing to evaluate the effectiveness of the program.
Measurement	All math students will meet or exceed a 2% CASAS Math Goals gain on average.

Determining Academic Standing (Grade Level)
Upon admission to CICA, a student's grade level is determined based on the evaluation of transcripts of any previous schooling. Students enroll with a very wide variety of educational attainment, academic skills, credits, and English language proficiency. Students are placed in grade levels based on credit attainment.

Grade Level	
Grade 9	0-49 credits
Grade 10	50-99 credits
Grade 11 (proposed addition)	100-149 credits
Grade 12	150-200 Credits

Assessment
CICA uses a variety of formative and summative assessments to evaluate our students. During enrollment, students participate in placement testing to determine English proficiency, including CASAS testing. Students participate in content knowledge and skills-based assessments in their lessons. CASAS assessments are administered to all students every six to eight weeks. EL Civics assessments are administered each term.

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

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

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
English Language Proficiency Progress	Internally developed ESL Level placement / exit test	At Enrollment, End of Term
EL Civics Assessments	CASAS approved assessment plans (COAAPS)	Three times each year in the following months: November, March, June
High School Content Mastery	Course assessments and course grades Savvas imbedded assessments	At the end of every high school course Savvas: mid-unit assessments; formal and informal evaluations
ELA and Math Achievement	Smarter Balanced (CAASPP) Savvas imbedded assessments	CAASPP: Once in grade 11. Savvas: mid-unit assessments; formal and informal evaluations
Science Achievement	CAST Savvas imbedded assessments	Once in high school grades 10 or 12. Savvas: mid-unit assessments; formal and informal evaluations

English Language Proficiency Placement
CICA assesses all students as part of the enrollment process through CASAS testing to establish a baseline for academic achievement. Additionally, students of limited English proficiency will participate in an English Learner Assessment (ELA) placement test to determine English proficiency.

State Testing
In compliance with California Education Code requirements, CICA will offer the CAASPP Smarter Balanced Assessments Consortium (SBAC) to all students in 11th grade. CICA also offers California Science Tests (CAST) to all 12th-grade students who have not previously taken the science test in high school. Testing will be coordinated by the Assessment Coordinator with academic staff and test proctors. Because CAASPP testing is new to CICA, the determination of the details of testing windows and procedures will be an ongoing process by academic and assessment staff.

Student Growth
CICA uses the Comprehensive Adult Student Assessment System (CASAS), a competency-based adult assessment program validated by the U.S. Department of Education for use in adult education. While CICA is a K-12 institution, there are few assessment programs

designed to evaluate the growth of adult students. Consequently, CASAS is an essential tool for the evaluation of student progress at CICA. The test series used by CICA is listed below.

Test Series
CASAS Reading STEPS
CASAS Listening STEPS
CASAS Reading GOALS 2
CASAS Math GOALS 2

Students receive CASAS testing every 7 weeks. Testing is conducted via a kiosk application installed on CICA chromebooks. Testing can only occur in a proctored environment and is conducted by test proctors or teachers.

All students receive CASAS reading tests. CASAS Math assessments are administered to all students enrolled in math courses to evaluate the effectiveness of the instruction they receive.

Schoolwide CASAS outcomes include average point gain, measurable skills gains, and pre and post testing rates. Below are the average point gains for the previous three program years.

Average Point Gain per Program Year			
	2022-2023	**2023-2024**	**2024-2025**
ELL			
CASAS Reading	5.8	3.9	6.2
CASAS Listening	8.4	4.7	6.2
ABE			
CASAS Reading	5.0	4.9	5.6
CASAS Math	2.5	4.9	6.4

The data shows consistent improvement in student outcomes. particularly in the 2024–2025 school year. For ELL students, both CASAS Reading and Listening scores rebounded after a dip in 2023–2024, each rising to 6.2 points—the highest gains observed over the three-year span—indicating renewed effectiveness in language instruction. In the HS program, CASAS Math scores saw the most notable growth, more than doubling from 4.9 to 6.4, which suggests that recent changes in math curriculum or support have had a strong impact. ABE Reading scores also increased steadily, climbing each year from 5.0 to 5.6, pointing to sustained literacy development. These trends highlight encouraging progress in both foundational literacy and numeracy across programs.

Measurable skills gains represent the number of students progressing in an Educational Functioning Level as defined by the National Reporting System (NRS), the federal accountability system. Measurable skills gains are an important indicator of both English language and academic progress.

Percentage of students with pre and post test achieving a measurable skills gain				
ESL Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	65.00%	78.90%	71.76%
	CA State target	30.50%	34.00%	TBD
Level 2	Achieved	58.33%	84.55%	84.52%
	CA State target	30.50%	40.00%	TBD
Level 3	Achieved	53.49%	77.53%	82.19%
	CA State target	34.50%	37.00%	TBD
Level 4	Achieved	61.67%	68.36%	78.18%
	CA State target	30.50%	34.50%	TBD
Level 5	Achieved	58.62%	75.10%	76.24%
	CA State target	31.50%	34.50%	TBD
Level 6	Achieved	0%	75.34%	58.70%
	CA State target	21.50%	25.00%	TBD

Percentage of students with pre and post test achieving a measurable skills gain				
ABE Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	85.71%	65.22%	76.47%
	CA State target	40.00%	44.00%	TBD
Level 2	Achieved	58.33%	63.21%	70.93%
	CA State target	42.50%	44.00%	TBD
Level 3	Achieved	53.49%	55.56%	63.76%
	CA State target	38.00%	43.00%	TBD
Level 4	Achieved	61.67%	64.41%	75.47%
	CA State target	40.50%	43.00%	TBD
Level 5	Achieved	58.62%	54.19%	59.18%
	CA State target	35.50%	42.00%	TBD
Level 6	Achieved	0%	0%	21.33%
	CA State target	36.50%	43.50%	TBD

CICA Measurable Skills Gain for all learners compared to state average

	2022-2023	2023-2024	2024-2025
CICA	68.9%	69.8%	73.0%
CA State Average	44.36%	44.8%	TBD

CASAS pre and post tests are essential for measuring student progress but also serve as an important measure of student engagement.

Percentage of Learners with Pre and Post CASAS Test		
2022-2023	2023-2024	2024-2025
57%	66%	71%

The data above reflects a clear upward trend in the percentage of students who received both a pre- and post-test over the past three years. In 2022–2023, 57% of students received both tests. This increased to 66% in 2023–2024 and rose again to 71% in 2024–2025. This steady improvement demonstrates CICA's growing commitment to data-driven instruction and collective efforts to ensure more students are assessed consistently, allowing CICA to better capture and respond to their academic development.

Teachers, counselors, and proctors at CICA work diligently to ensure that all students complete both the CASAS pre- and post-tests; however, reaching 100% participation remains a challenge. To address this, CICA is implementing several strategic measures, including hiring additional proctors, expanding staff training, purchasing more laptops to support testing, and developing a more structured and comprehensive testing schedule. Additionally, the recent hiring (August 2024) of a dedicated CASAS Coordinator has provided focused leadership to further strengthen the assessment processes. Through these efforts, CICA is committed to increasing the percentage of students completing both assessments in the coming years.

EL Civics Civic Objective and Additional Assessment Plan Data (COAAP)

Integrated English Literacy and Civics (IELCE/EL Civics) programs provide English learners with literacy instruction while developing the civic knowledge and workforce skills needed to participate fully in U.S. society. Assessments are developed according to COAAPs supplied by CASAS and reported to the state via TOPSpro Enterprise.

For the past five years, CICA administered EL Civics assessments through Google Forms, collating results via automated Google API scripts. While cost-effective, this approach became unsustainable as the dataset expanded. In 2025, CICA piloted the use of Edcite, which streamlined reporting, improved assessment quality, and enabled more detailed tracking of student outcomes.

Program Data

Results from the past two program years demonstrate both the scale of participation and consistently strong pass rates:

- 2023–24: Students attempted 1,455 assessments, with 1,045 passes (72% pass rate). Themes included Employment, Personal Finance, and DMV readiness.
- 2024–25: Participation expanded significantly, with 2,837 assessments attempted and 2,027 passes (71% pass rate). Themes included Employment, Health and Nutrition, and Education.

These results indicate both growth in student participation and stable success rates, demonstrating that English learners are not only engaging in EL Civics instruction but are mastering key competencies in employment readiness, financial literacy, health, and civic education. The expansion from 1,455 to 2,837 attempted assessments in just one year reflects increased system capacity, improved reporting structures, and the successful adoption of Edcite as a platform.

EL Civics Assessment Data				
Program Year	**Theme**	**COAAP #**	**Attempted Assessments**	**Passed Assessments**
2023-2024	Employment	33.9	176	156
2023-2024	Personal Finance	1.8	633	394
2023-2024	DMV	12.7	646	495
2023-2024	Total		1455	1045
2024-2025	Employment	33.8	940	628
2024-2025	Health and Nutrition	46.7	1158	854
2024-2025	Education	13.6	545	739
2024-2025	Total		2837	2027

High School Graduation

Graduation is the most powerful marker of student success at CICA. For our adult learners, graduation is more than a diploma—it represents years of determination, resilience, and perseverance in the face of significant challenges. Many students have overcome interrupted education, displacement, language barriers, and personal hardships to reach this milestone. At CICA, graduation is treated as a holiday: a joyful celebration for students, families, and staff alike.

Because its students complete credits throughout the year, CICA offers multiple graduation ceremonies annually—in both summer and winter—so every student has the opportunity to

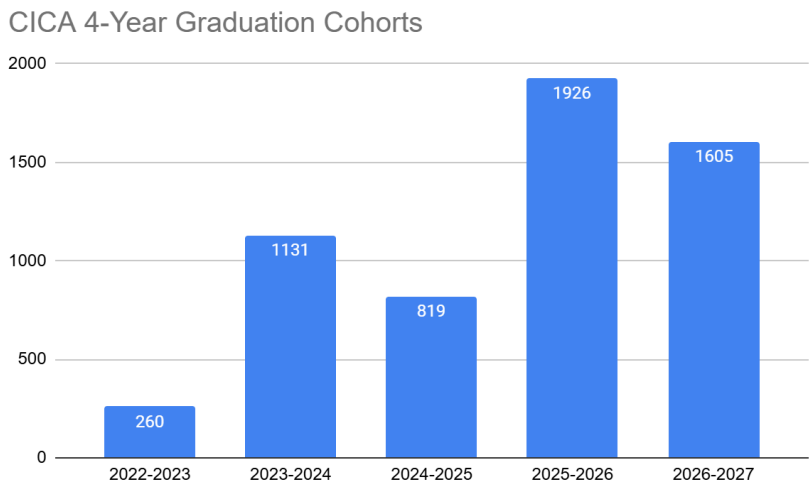
"walk the stage" in front of their community. Each year, the ceremony has grown in size and prominence, with venues expanding to accommodate the increasing number of graduates.

CICA Cohort Graduation

CICA faces unique challenges in relation to traditional 4- and 5-year cohort graduation rates. Before 2021, English learners were designated as primary students in grades 1–2. In 2020–21, all CICA students were redesignated as high school students to better reflect their adult status. This redesignation dramatically increased the size of the 4-year cohort, even though over 80% of entering students began with limited secondary education skills and required extended time in grade 9 to develop English and academic foundations.

Conversely, some students—such as immigrants arriving with stronger English proficiency and prior academic backgrounds—graduate much more quickly. For example, Winter 2025 graduates averaged 2.5 years of enrollment, well outside the traditional 4-year window. These dynamics lead to artificially low cohort rates that do not accurately represent student success.

The chart below illustrates these complexities:



CICA 4-Year Cohorts: While the 4-year cohort count grew from 260 (2022–23) to 1,605 projected in 2026–27, only a fraction of actual graduates appear in these rates. In 2024–25, for instance, just 76 of 300+ graduates were captured in the 4-year outcome.

CICA 1-Year Graduation Rate

To better reflect the reality of adult education, CICA also tracks and reports the 1-Year DASS Graduation Rate, which measures the percentage of 12th graders completing a diploma within the same program year.

- Growth: The 1-year rate nearly doubled in 2024–25, reaching 43.2%, compared to 22.6% in 2023–24.

- Raw Numbers: Graduates reported in CICA's LCAP also increased steadily from 200 (2022–23) to 323 (2024–25).

CICA students must work to overcome a wide variety of barriers to participate in education and achieve academic success. An adult learner is engaged with responsibilities and demands that pay no respect to their academic journey, making them inherently at very high risk of not completing their education. In every sense, these are alternative students. In recognition, CICA continues to track and report the 1-year graduation rate. The 1-Year graduation rate is calculated as follows:

$$\frac{\text{\# graduates as reported in CALPADS - (all students without 90 days cumulative enrollment)}}{\text{All students enrolled in 12th grade for the program year - (all students without 90 days cumulative enrollment)}}$$

This metric, combined with raw graduate counts, provides a more accurate picture of CICA's impact, capturing the success of students who accelerate or extend their time beyond traditional cohorts. The upward trend in both rate and number of graduates demonstrates the effectiveness of CICA's academic model and support systems.

2022-2023	2023-2024	2024-2025
23.5%	22.6%	43.2%

ELL Level Progress
English Language learners progress through courses designed to advance their English Language skills while allowing them to engage with increasingly in-depth standards-aligned content.

Graduation outcomes are directly tied to English Learner advancement. Reaching Level 3 (Intermediate) in ELD marks a pivotal milestone: students transition into the full high school program, where they engage with core academic standards while continuing to receive integrated English language support. This bridge ensures that English acquisition and diploma attainment are inseparable parts of student success.

Alternative School Status

CICA is fully accountable to the California Department of Education (CDE) to ensure that students meet state standards. California adopted the Local Control Funding Formula (LCFF) in 2013, creating the California School Dashboard to monitor performance across schools. However, these traditional accountability measures were designed for K–12 systems and often fail to capture the unique realities of adult and alternative learners.

To address this gap, the CDE created the Dashboard Alternative School Status (DASS) system, which provides alternative schools with more appropriate accountability metrics. When CICA opened its main hub in Sacramento in August 2019, it adopted DASS and has consistently complied with its requirements. In November 2024, CICA worked with Twin Rivers Unified to finalize a set of DASS-aligned metrics. While CICA was notified in December 2025 that it would lose official DASS status, the school remains deeply committed to accountability. We continue to track these measures internally—now reported as CICA Academic Achievement Metrics—to ensure transparency, rigor, and continuous improvement.

CICA Academic Achievement Metrics
Academic Achievement
ESL
1. The percentage of CICA English Language learners with a pre and post-test achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).
ABE
1. The percentage of CICA high school learners with a pre and post-test, achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).

Academic Improvement
ESL
1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at CICA enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.

Academic Improvement
2. The percentage of CICA English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.
ABE
1. The average CASAS Reading Gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The 1-year Graduation Rate for CICA learners will meet or exceed 20% as reported in California School Dashboard.

Student Engagement
All Levels
1. The percentage of CICA students with a CASAS pre and post-test will meet or exceed 55% as measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE
ABE
1. The percentage of 12th grade CICA high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of CICA high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

Teacher-Designed Formative Assessments

CICA teachers employ a wide range of **informal and formative assessment strategies** to monitor student learning and ensure mastery across subjects, including reading and vocabulary, writing and grammar, speaking and pronunciation, listening, digital literacy, mathematics and consumer economics, science, history/social science, government and law, health, and independent living.

Formative assessments are integrated into daily instruction and provide timely feedback to guide both teaching and learning. Common tools include:

- Benchmark assessments to measure progress against standards
- Oral and multimedia presentations to assess communication and digital skills
- Written assignments such as journals, essays, research projects, and book reports
- Performance-based tasks, including independent projects, portfolios, and demonstrations
- Traditional measures such as tests, quizzes, grammar diagnostics, and comprehension checks
- Daily learning artifacts such as homework, workbook activities, and applied practice

Through this comprehensive approach, teachers are able to monitor progress continuously, adjust instruction responsively, and ensure that students are building the knowledge and skills required for academic advancement and real-world success.

Grading and Progress Reporting Systems

CICA maintains a rigorous and transparent grading and reporting system designed to hold students to high standards while providing multiple opportunities for mastery. The school uses a traditional A–F grading scale, with GPA points assigned as follows: A = 4.0, B = 3.0, C = 2.0, D = 1.0, and F = 0.0. Although teachers may add plus or minus designations, these do not alter the GPA value. To ensure deep learning and persistence, CICA requires that students earn at least a "B" (80%) or higher to receive credit for a course. Students who earn below a "B" must revise or redo work and demonstrate mastery before credit is awarded.

Grades are issued at multiple points—upon course completion, partial completions, or at the end of the term—ensuring timely feedback to students and counselors. In addition to letter grades, teachers provide narrative feedback and individualized support, fostering a growth mindset and continuous improvement.

Evaluation Methods

CICA uses a multi-method evaluation system to measure whether students meet academic expectations and mastery standards. Methods include:

- Teacher-designed assessments (benchmarks, unit tests, projects, and presentations)
- Student self-assessments and reflection
- Publisher-embedded assessments (e.g., Savvas, Burlington English, CASAS-aligned resources)
- Portfolios of student work (writing samples, research projects, digital artifacts)

High school course completion is directly tied to end-of-unit and end-of-course assessments, with a minimum passing threshold of 80%. This ensures both rigor and consistency across the curriculum.

Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data
CICA uses assessment data in four primary ways. First, assessment serves as a diagnostic tool to identify content areas a student has not yet mastered. This allows instructional staff to gain a clear understanding of each student's gaps in content knowledge and skill development, enabling targeted intervention and personalized instruction.

Second, aggregated student learning data are used to evaluate overall school performance. A dedicated team of professionals at CICA analyzes a broad range of academic indicators, including enrollment trends, placement assessments, demographic data, CASAS assessments and gains, course grades, graduation rates, and student retention. By examining student outcomes over time, the school is able to assess performance by teacher, course, program, and schoolwide, and compare results to those of similar institutions.

Third, assessment data informs decisions regarding student progression and formal recognition, such as level completion, graduation, licensure, or certification.

Finally, assessments are used to identify students who may be underperforming relative to their peer group, prompting review of placement and potential intervention supports. In cases where a student is not adequately progressing in a course, reassignment to a remedial course or additional instructional support from teachers, paraeducators, or specialists may be required to ensure the student is able to complete course materials and meet academic expectations.

This cycle is led by the Instructional Leadership Team (ILT) and supported by counselors, paraeducators, and assessment staff, ensuring that data directly shape instruction and student support.

Retention
CICA addresses student retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagement systems coordinate efforts to strengthen two-way communication between students and the school. Retention is supported by a team of professionals, including counselors and academic staff. This collaborative approach enhances student relationships and contributes to increased achievement and retention.

Program Audit
CICA provides TRUSD with a comprehensive annual performance report that includes, at a minimum, the following data:

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

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

Local Control and Accountability Plan (LCAP)
CICA develops its Local Control Accountability Plan (LCAP) in accordance with the template adopted by the State Board of Education. The LCAP serves as the school's comprehensive planning and accountability tool, integrating academic goals, fiscal priorities, and stakeholder input. Previous to the adoption of a state board template, CICA will follow the basic methods used for the School Accountability Report Card. The plan includes measurable pupil outcomes aligned to the state priorities outlined in California Education Code § 52060(d), as well as local priorities identified by CICA to address the specific needs of adult learners. These priorities encompass academic achievement, student engagement, school climate, access to a broad course of study, and workforce readiness. The LCAP is updated annually through a collaborative process that engages students, staff, and community partners. Each year, CICA presents both the annual update to the LCAP and the Local Control Funding Formula (LCFF) budget overview for parents at a public meeting of the Board of Directors, no later than February 28. This presentation ensures transparency, provides opportunities for feedback, and demonstrates the school's commitment to continuous improvement and fiscal responsibility.

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Element B Measurable Student Outcomes and Element C Student Progress Measurements



Element D Governance

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

California Innovative Career Academy (CICA) operates as a directly funded independent charter school under Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation, in compliance with applicable California law and federal law. CICA commits to maintaining its nonprofit status in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board"), which is the governing authority for CICA and is ultimately responsible for ensuring that the school remains faithful to its mission, operates in compliance with its charter, and maintains fiscal viability. The Board functions in accordance with its bylaws, California nonprofit law, and applicable provisions of the Education Code. While the Board maintains fiduciary responsibility and ultimate decision-making authority, it delegates day-to-day management to CICA's Executive Leadership Team.

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

Governance Procedures and Operations

Meeting Requirements and Procedures

All meetings of the CICA Board of Directors are conducted in full compliance with the Ralph M. Brown Act and Education Code § 47604.1(c). Meetings are open to the public, and each agenda includes an opportunity for community input regarding the California Innovative Career Academy.

Agendas are posted prominently at the school's main office and on the CICA website at least 72 hours in advance of regular meetings and 24 hours in advance of special meetings. Emergency meetings may be called without standard notice when immediate action is required, consistent with the Brown Act.

Meetings are held at the principal office of CICA or at other publicly accessible, non-discriminatory locations within California as designated by Board resolution or meeting notice. Teleconferencing is permitted, provided that the public may attend from all listed

locations and all votes are conducted by roll call. Pursuant to AB 2449 (effective through January 1, 2026), Board members may also participate remotely under specific conditions without disclosing their physical location, provided public access requirements are maintained.

Approved minutes are posted to the CICA website within 72 hours and are made available to the public upon request. The Board meets regularly—typically monthly during the school year—and adopts an annual calendar of meetings, with adjustments made as needed to accommodate holidays or other scheduling conflicts.

Decision-Making Procedures

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

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

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

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

Board Composition and Membership

Board of Directors

<u>Sharon Rocco (Corporate Vice-President)</u>



Sharon Rocco was born in Oregon and moved to California in 1959. In 1967, Rocco moved to Manila, Republic of the Philippines, and graduated high school from Brent Episcopalian Boarding School in Baguio City. In 1969, she returned to Sacramento, California and completed college at California State University, Sacramento with a

Bachelor's degree in Social Work and Corrections. Sharon began her career in 1975 with the California Department of Corrections as a Parole Agent and served both in rank and file and administrative positions until she retired in 2005. Sharon was elected to Highlands Community Charter and Technical Schools' Board of Directors in July 2015.

Mary DeChance (Corporate Treasurer)



Mary DeChance is an educational leader who began her career as a Resource Specialist and later made meaningful impacts as a Principal, District Director of Special Education, District Director and Interim Coordinator for Early Childhood Education. Mary most recently was Faculty Lead at National University serving from 2005 until her retirement in 2016. Mary holds a BA in Behavioral Science and a Master's Degree in Special Education from the National University. Mary was appointed to the Highlands Community Charter and Technical Schools board in November 2020 where she will be a welcome addition to the nine-person board.

Mike Reid (Corporate President)



Mike Reid is a Board Member for Highlands Community Charter and Technical Schools. He has been an educator for over 38 years and has served in various roles throughout his career, including teacher, Vice-Principal, Principal, and Schools Superintendent. He has had the opportunity to assist and be recognized for three California Distinguished Schools.

His work in charter schools spans over nine years, during which he oversaw the development of a new charter school and served as the Learning Analyst for another. He also served as a consultant for the state of Hawaii for nearly three years, focusing on school academic improvement.

Board Member Selection Process
The Board of Directors shall consist of a minimum of three and a maximum of eight members; however, following the resignation of any director serving as of September 20, 2024, the maximum number of members shall be reduced to seven. To mitigate the occurrence of tie votes, the Board endeavors to maintain an odd number of members. Furthermore, school districts or county offices authorized to oversee HCCTS schools are entitled to appoint one voting representative to the Board.

Candidates for Board membership are sought from diverse professional backgrounds, including education, finance, law, public policy, human resources, and community leadership. Ideal candidates demonstrate alignment with CICA's mission, a commitment to its success, and the ability to provide expertise or resources in support of the school.

People who work for the school (or have close family ties to someone who does) cannot serve on the Board. Each director serves a 3-year term and stays in the role until a new director is chosen. If a director leaves—due to resignation, death, legal issues, or missing three meetings—the Board can fill that spot by majority vote. Chartering authorities can fill or remove their own representatives.

In accordance with Education Code § 47604.2(b)(2), the Board may, upon receipt of a qualifying petition, choose to include at least one student member. If appointed, the student member may be granted preferential voting rights as provided by law.

Board members may resign at any time by submitting written notice. However, no resignation shall be effective if it would reduce the Board below the minimum required membership, unless the Attorney General is notified. Should a vacancy arise due to resignation, death, legal disqualification, or failure to attend three consecutive meetings, the Board may fill the position by majority vote. Chartering authorities retain the right to appoint or remove their own representatives. Reductions in the Board's authorized size will not prematurely terminate current directors' terms.

CICA will not make contracts or approve actions where a director or key employee have a potential financial interest in the contract or action that precludes CICA from approving the same pursuant to Section 1090, the PRA, or other statutory, regulatory, or common law preclusions of conflicts of interest. It also will not loan money or property to any director or officer, except it can advance money for work-related expenses that will be reimbursed. Lastly, CICA promises to protect and cover legal costs or damages for its directors, officers, employees, and certain others if they face lawsuits or legal actions related to their role, as allowed by law. If someone asks for this protection, the Board will quickly decide if they qualify and approve it if they do.

Officers of the Corporation: Roles, Responsibilities, and Appointments
The Corporation is required to have a Chair of the Board, President, Secretary, and Treasurer, with the option to appoint additional officers as needed. Officers are appointed by the Board, report to the Board, and may have duties outlined in employment contracts. One person can hold multiple officer roles, except that the same person cannot be both Chair/President and Secretary/Treasurer. Officers may be removed by the Board or resign with written notice. Vacancies are filled following the same process as original appointments. The Chair leads Board meetings; the Vice-Chair fills in when the Chair is absent. The President (also called Executive Director) manages the Corporation's daily operations. The Secretary keeps records of Board meetings and official documents, while the Treasurer manages the Corporation's finances, provides reports, and may be required to give a bond to ensure proper handling of funds.

All Board Members are required to complete annual training in the Brown Act, conflict of interest compliance, sexual harassment prevention, mandated reporting, and any other state-mandated governance trainings. This ensures that directors remain fully informed of their legal responsibilities, ethical obligations, and best practices for charter school governance.

Roles of the Board
The Board of Directors is responsible for managing the Corporation's activities and has the authority to make key decisions. This includes hiring and removing staff, setting their duties and pay, relocating offices, operating in or outside California, borrowing money, using a corporate seal, and seeking outside funding to support and expand the organization's services. All actions must follow applicable laws and the Corporation's governing documents. For more information, see the bylaws in the appendix.

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

Executive Leadership

The Executive Leadership Team at California Innovative Career Academy (CICA) provides the vision, expertise, and operational management necessary to sustain a high-quality learning environment that advances student achievement. Working under the authority of the Board of Directors, the Executive Cabinet—which includes the Executive Director, Deputy Directors, Director of Executive Services, Chief Business Officer, Director of Accountability and Assessment, and Director of Human Resources—oversees the development, implementation, and continuous evaluation of the school's core systems and policies.

The Cabinet is responsible for ensuring excellence across all operational and instructional domains, including finance, assessment, curriculum and instruction, facilities, human resources, compliance, and organizational accountability. Through collaborative leadership and data-driven decision-making, the Executive Leadership Team ensures that CICA remains faithful to its mission, responsive to student and community needs, and aligned with state and federal accountability requirements.

Governance Structure

CICA affirms that its Board of Directors serves as the sole governing authority of the Charter School. The Board holds ultimate responsibility for the governance and oversight of CICA, with each member carrying a fiduciary duty to safeguard the long-term success and sustainability of the organization. The Board is charged with addressing all major governance and operational matters in accordance with applicable laws, Board policies, and the terms of the Charter. Key responsibilities include overseeing the school's financial health, ensuring proper expenditure and accountability of public funds, establishing general and curriculum-related policies, approving and monitoring the annual budget and financial procedures, and engaging in strategic planning and fundraising efforts. The Board is also responsible for the selection, evaluation, and, if necessary, dismissal of the Executive Director, as well as the approval and oversight of personnel

policies. In addition, the Board works to build broad-based support and strategic partnerships that further the mission of the school. To fulfill its oversight role, the Board meets regularly to review academic and operational data, financial reports, and compliance documentation. Through these processes, it ensures alignment with the school's mission, holds leadership accountable, and monitors key performance indicators to drive continuous improvement.

CICA has adopted a conflict of interest code that complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school-specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, CICA's Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to Government Code section 1090 and the Political Reform Act. The Board further acknowledges and abides by governance requirements under the Brown Act, Public Records Act, and other applicable state laws. The responsibilities of the CICA Board as further outlined in the Bylaws include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the CICA's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law, such as the Public Records Act, and policies such as the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety, and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with the Executive Director to set goals.
- Enact policies to support the successful operation of CICA.
- Attend ethics training (AB 2158).

Board Committees
To deepen partner input into governance, the Board of Directors may form standing or ad hoc committees, in accordance with bylaws and applicable law. Committees may include representatives from staff, students, or community partners where appropriate, ensuring the school's governance remains inclusive and mission-aligned.

Educational Partner Involvement

Educational Partner Involvement Plan and Process
CICA affirms that the perspectives of students, staff, and community partners are essential to strong governance and continuous improvement. As an adult-serving charter school, student voice is central to shaping program design and school culture. The Board and leadership team actively solicit, value, and incorporate feedback from educational partners to ensure decisions remain responsive to the needs of CICA's diverse learning community.

As part of its continuous improvement efforts, California Innovative Career Academy (CICA) conducts Educational Partner (EdPartner) events throughout the year, beginning each fall with the distribution of staff and student climate surveys. Starting in the 2024–2025 school year, both surveys are administered via SurveyMonkey to enhance anonymity and encourage honest, constructive feedback.

The staff survey is distributed first and has seen steadily increasing participation, with 346 CICA staff and 13 Equity Initiatives staff responding in 2024–2025—up from 223 respondents the previous year—resulting in a participation rate of 92.76%. The survey includes questions across several key areas: mission, vision, and schoolwide goals; communication and leadership; workplace culture and environment; onboarding and support; compensation and benefits; digital tools and technology; professional development and growth; and curriculum and instruction. These categories are designed to assess organizational strengths and identify areas for growth. Survey results are presented to the HCCTS Board of Directors and shared with all staff through infographic posters displayed at every school site to promote transparency and engagement.

The student climate surveys are sent out to all students in eleven different language options. In the 2024-2025 school year, the survey was hosted on Survey Monkey which allowed for ease of use for students as well. Teachers are encouraged to have their students take the survey during class to increase participation.

CICA's student survey was available to students in 12 languages, including English, Spanish, Russian, Ukrainian, Dari, Pashto, Arabic, Chinese, Vietnamese, Armenian, Turkish, and Hmong, and resulted in 3,610 student responses, compared to 2,169 last year. In February 2024, CICA held the Reading with Relevance event to gather information on the curriculum and its impact. CICA engaged 36 educational partners during this event and had them participate in the Reading with Relevance Book Fair Impact Survey afterward.

During the Black History event in February 2024, CICA focused on engaging educational partners and collecting feedback. The Black History Month Assembly Feedback Form from February 2024 garnered 27 responses from educational partners.

During the Building a Community School Lunch and Dinner sessions, CICA concentrated on gathering suggestions for improvements in the domains of wellness, health, social-emotional support, additional academic opportunities, CTE, and community enhancements. CICA held discussions with educational partners, which resulted in 22 summarized responses on the Building a Community School survey.

In March 2024, CICA hosted a meeting with principals to gather their insights on the key challenges and opportunities for growth. Following the discussions, participants were requested to complete the Principal Feedback Survey, which provided subsequent data from 6 principals.

In April 2024, CICA sent out the Leadership Survey to collect the directors' feedback on the following categories: communication, job and role clarity, work environment, recognition, relationships, curriculum, and professional development. CICA has gathered responses that

highlight the enhancements across the categories, alongside some challenges. Seven of the directors participated in the Survey.

In April 2024, CICA facilitated a Your Voice Matters event for CTE programs at the Grand Avenue campus. CICA engaged 42 educational partners and gathered feedback on strengths, improvement areas, and solutions.

In the 2023-2024 school year, CICA hosted four (4) educational partner events titled Your Voice Matters, compared to one in the previous year. The purpose of visiting more sites was to get more feedback from students with different needs at various school locations. For the 2023-2024 school year, CICA gathered educational partner feedback from a total of 830 including 26 responses from students who enrolled in the Equity Initiatives program at the "Your Voice Matters" events compared to 270 in the 2022-2023 school year. Combined with the all-staff climate surveys and student surveys, the principal meeting, leadership feedback survey, and other educational partner events, CICA engaged 4,926 while gathering educational partner feedback.

Each educational partner event had a facilitator and notetaker who led the discussion in three areas: school strengths, opportunities for growth, and possible solutions for improvement. The responses were recorded in Google Forms. CICA analyzed the data to identify growth areas and build the LCAP goals and actions. CICA found a high level of consistency in climate surveys and educational partner responses. After careful review, CICA used this feedback to determine where to increase and decrease spending.

CICA encourages students and staff to attend, speak, and present at Board meetings; CICA requests that students and staff complete various surveys. CICA proactively reaches out to students regularly to encourage them to meet with the counselors to continue discussing their goals and needs; and CICA is proudly responsive to the feedback CICA receives.

CICA encourages and teaches the students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during EdPartner events. Following these events, the data is reviewed, proposals for a new funding formula are created and presented to the board of directors as well as the executive cabinet. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comments and final plans are approved at a public board meeting. CICA will consider TRUSD recommendations and comments when drafting its LCAP. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget each year as part of a nonconsent item at a regularly scheduled Board meeting.

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

Element E Employee Qualifications

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

California Innovative Career Academy (CICA) is committed to recruiting and retaining professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional roles. All employees must align with the school's instructional philosophy, mission, and vision and demonstrate the expertise and commitment necessary to support student success.

In accordance with Education Code §47605(e)(1), CICA shall remain nonsectarian in its employment practices and operations. The Charter School shall not discriminate against any individual (employee or pupil) based on actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or any other characteristic contained in the definition of hate crimes set forth in Penal Code §422.55, or based on association with an individual who has any of the aforementioned characteristics.

Employee Positions And Qualifications

Hiring and Selection Process
CICA recognizes that excellent schools are built on excellent employees. All positions are filled through a recruitment and hiring process that ensures alignment with CICA's mission, compliance with state and federal law, and adherence to Board-adopted personnel policies.

- Job Descriptions: Every position is defined by a detailed, Board-approved job description outlining required qualifications, duties, and reporting structures.
- Applicant Screening: Human Resources (HR) prescreens all applicants via EdJoin.org to verify minimum qualifications. Only qualified applicants are advanced for interviews.
- Interviews and Recommendations: Panels may include administrators, staff, or community representatives, and applicants are evaluated using a structured rubric.
- Final Approval: HR and hiring managers recommend candidates to the Executive Director, who makes final hiring decisions.
- Nepotism Policy: Consistent with Board Policy 4212.8, relatives may not participate in hiring or evaluation processes where family members are involved.

Recruiting Qualified Teachers
CICA recruits well-qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third-party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers. This allows us to market our charter school as a competitive organization in which to work. We

also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs.

Employees
CICA recognizes that to have an excellent school, it must have excellent employees. CICA will draw upon the pool of excellent adult education teachers previously employed by Twin Rivers Adult Education. Proposed salaries and benefits for administrators, certificated faculty, and classified staff have all been modeled after the Twin Rivers' salary scales and employee contracts.

Employee Overview
All employees of CICA are committed to developing the social, civic, character, and academic potential of each student. All staff members possess experience and expertise appropriate for their position according to the CICA adopted personnel policies, and federal and state statutes applicable to charter schools. Selection and appointment of employees at CICA will be the exclusive prerogative of CICA.

CICA does not discriminate against any applicant on the basis of his/her race, creed, color, national origin, age, gender, gender expression, gender identity, disability, or any other basis prohibited by Education Code § 220. CICA shall comply with all applicable laws regarding criminal background checks, including Education Code § s 45125.1 and 44237.

Executive Team
The Executive Leadership Team provides the vision, management, and accountability systems necessary to ensure CICA's academic and operational success. Under the authority of the Board of Directors, the Executive Team designs and oversees schoolwide policies, systems, and compliance.

2025–2026 Executive Team

- Jonathan Raymond – Executive Director
- Mathew Lemos – Chief Business Official
- Teresa Cummings – Chief Operations Officer
- Eric Chapman – Chief Academic Officer

Job descriptions and resumes of the Executive Team are included in the Appendix.

Executive Director: Serves as the chief administrator responsible for the planning, operation, supervision, and evaluation of all educational programs, services, and facilities; hiring and performance management of personnel; oversight of finances and compliance reporting; and partnership development.

For more information on the resumes of each of the cabinet members and their job descriptions, see the appendix.

Executive Director
Our Executive Director assumes administrative responsibility and leadership for the planning,

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

Independent Study Compliance Coordinator
The CICA Independent Study Compliance Coordinator is responsible for overseeing the Independent Study (IS) Program and program compliance, including attendance accounting, documentation, and reporting. This is a classified administrative position. The CICA Independent Study Compliance Coordinator should possess a BS or BA degree from a recognized college institution, or a degree of a similar nature that is in alignment with the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability is essential. The Independent Studies Coordinator must have thorough knowledge of the school's SIS (Student Identification Systems, e.g., PowerSchool) and its use for guiding Independent Studies, as well as the ability to function independently and effectively. In this position, it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regard to communication, record keeping, and staff presentations associated with Independent Studies. The CICA Coordinator can communicate effectively and clearly both orally and in writing with a diverse staff and student population.

Counselor (Independent Study)
CICA Counselor will provide academic, college/career, and social-emotional counseling tailored to adult learners in an Independent Study environment. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. CICA Counselors refer students to other community resources, support groups, and social service agencies as appropriate. At a minimum, CICA Counselors possess a Bachelor's Degree in Education or School Counseling with a 7-12th grade level certification, two (2) years of experience as a high school counselor, and a valid Pupil Personnel Services Credential with an academic school counseling emphasis.

Teachers (Independent Study)
CICA will comply with all applicable state and federal laws regarding teacher credentialing and qualifications. In accordance with Education Code §47605(l)(1), all CICA teachers must hold a valid California teaching certificate, permit, or other credential appropriate to their assignment, as issued by the California Commission on Teacher Credentialing (CCTC). Credential documentation will be maintained on file at CICA headquarters and made available for inspection by Twin Rivers Unified School District, which retains the right to review hiring

decisions to ensure compliance with federal and state mandates.

CICA teachers must hold the California teaching certificate, permit or other document required for the teacher's certificated assignment pursuant to Education Code § 47605(l)(1).
CICA hires only qualified teachers. Teachers are responsible for creating and sustaining a learning environment that supports California state standards and reflects CICA's educational philosophy, with a strong emphasis on meeting the unique needs of adult learners. Teachers hold a minimum of a bachelor's degree from a degree-granting institution and a valid authorization to serve as a California credentialed teacher from the California Commission on Teacher Credentialing (CCTC). Additionally, all teaching staff are qualified under the Elementary and Secondary Education Act (ESEA), also known as the Every Student Succeeds Act (ESSA), formerly known as the No Child Left Behind Act (NCLB). Accordingly, CICA teachers have:

1. A bachelor's degree from a degree-granting college or university.
2. A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or other Designated Subjects credentials.
3. Demonstrated subject matter competence.

Teacher Credentialing
HCCTS affirms that all classroom instruction must be provided by teachers who hold valid California teaching credentials, and that paraeducators may not serve as the teacher of record. In prior years, teachers at CICA held adult education credentials as recommended by the CTC and the San Diego County Office of Education. In February 2025, the CTC decided to enforce K-12 teaching credentials.

CICA has already implemented the following to improve compliance and accountability. In the 2024–2025 school year, HCCTS significantly changed its credentialing and staffing procedures. The school established a credentialing support team of internal staff and credentialing consultants and reviewed more than 300 staff profiles. Individual credential pathway plans were developed, and 269 one-on-one consultations were held with teachers. HCCTS launched a partnership with UMass Global to create an intern credential pathway with tuition coverage for staff and offered reimbursement for credential exam fees and coursework through Board Policy 4112.3: Teacher Credentialing Reimbursements. All staff with noncompliant assignments were notified, and instruction in July 2025 was suspended to allow credential corrections before the next school year.

Board Policy 4112.2 now requires all certificated staff to hold valid and appropriate credentials at the time of hire and to submit timely proof of renewal. In alignment with updated guidance from the CTC and CDE—and following the loss of DASS status—HCCTS has transitioned away from Adult Education credentials. All teachers are now required to hold single-subject or multiple-subject credentials.

To support compliance, HCCTS created a centralized credentialing dashboard and updated its use of Frontline to track credential status, staff evaluations, and assignment alignment.

Per Board Policy 4112.2, certificated employees must:

- Hold the appropriate credential for their assignment upon hire;
- Maintain active credentials and complete renewals as required;
- Adhere to applicable state and federal regulations;
- Submit proof of credential validity and renewal to Human Resources within required timelines.

For more information from the Board Policy 4112.2: Credentialing Requirements Communications, see the appendix.

Information Technology/Data Technician

CICA's IT technicians provide critical technology support for students and staff by diagnosing computer problems, monitoring systems, installing software, and maintaining digital tools. They also train staff and students to use instructional and administrative technology effectively.

Administrative Services Credentials

CICA encourages leaders to pursue Administrative Services Credentials through the Sacramento COE and San Diego COE. As of June 2025, fourteen (14) HCCTS employees have completed or enrolled in preliminary/clear administrative programs, including:

- Eric Chapman, Chief Academic Officer
- Teresa Cummings, Chief Operations Officer
- Mayra Valdivia, Senior Director of School Services
- Christina Martinez, Director of CTE, Workforce & Adult Education
- Andrew Michaud, Director of Instruction and Professional Learning
- Isa Cacho, Director of Student Services
- Melissa Roberson, Director of Accountability and Assessment
- Carol Zheng, Curriculum Coordinator
- Niccole Scrogins, Admin on Special Assignment
- Maya Freeman-Perry, CICA Principal
- Maria Pile, CICA Principal

Additionally, Catherine Thirkill (CASAS Coordinator) has been accepted into the next Sacramento COE cohort.

CICA has developed and adopted Board Policy 4331 – Administrative Credential Reimbursement, which outlines the reimbursement procedures for participation in approved credentialing programs. Additional details are provided in the appendix.

Evaluations

In the 2024–2025 school year, CICA adopted Board Policy 4115: Personnel Evaluation and Supervision, establishing a comprehensive evaluation system designed to promote continuous improvement, accountability, and alignment with the school's mission and goals. The policy applies to all certificated and classified staff and sets forth clear expectations for professional conduct, job performance, stakeholder engagement, and compliance with applicable laws and

policies.

Evaluations are conducted annually and may include classroom observations, self-assessments, formal performance appraisals, and collaborative goal-setting, depending on the employee's role. Supervisors are responsible for providing timely, constructive feedback, maintaining accurate documentation, and supporting employee growth through individualized development plans. All evaluation records are treated as confidential and maintained in personnel files in accordance with state and federal privacy requirements. (See Appendix for full Board Policy 4115: Personnel Evaluation and Supervision.)

To support this process, CICA uses Frontline, an integrated platform for payroll, employee evaluation, and professional learning management. Frontline enables the secure storage of all employee evaluations, monitors performance trends over time, and standardizes evaluation practices across the organization. The system also issues automated reminders to supervisors regarding evaluation deadlines, ensuring timely completion. All employees are required to review and electronically acknowledge their evaluations within the system, reinforcing accountability and transparency.

Instructional Paraeducators
Instructional paraeducators at California Innovative Career Academy (CICA) play a vital role in supporting certificated teachers by providing instructional assistance, linguistic support, and translation services for students. To ensure all paraeducators meet minimum qualifications, CICA requires a high school diploma or equivalent, successful completion of an English proficiency exam with a score of 70% or higher, and the ability to communicate effectively with diverse student populations. In alignment with state and federal requirements, CICA verifies educational qualifications and exam results during the hiring process and maintains documentation to ensure compliance.

Applicant Screening
All job applicants at CICA go through a rigorous pre-employment screening process to ensure they meet all requirements and qualifications for the role they are applying for. CICA uses the website Edjoin to post job openings. This is also where new applicants apply for positions. Within Edjoin, Human Resources is able to filter applications based on minimum qualifications before forwarding candidates to hiring managers. Only employees who meet these requirements are eligible for interviews. In alignment with Board Policy 4111, as part of the pre-employment job application, candidates must disclose any family relationships with existing employees to ensure that no relatives are involved in hiring decisions or placed in reporting relationships.

HCCTS Hiring and Anti-Nepotism Policy
To safeguard against nepotism or favoritism, HCCTS adopted Board Policy 4212.8, which prohibits relatives from participating in hiring or evaluation processes involving family members. Interviewers must complete disclosure forms, and all job postings, evaluations, and offers are now centrally tracked and reviewed by the HR department to ensure consistency and equity across the organization.

Organizational Chart & Job Descriptions

HCCTS maintains an up-to-date organizational chart that reflects current roles and reporting lines (See Org Chart). The organizational chart is reviewed and updated at least annually. During the 2024-2025 school year, HCCTS drafted and revised a total of 25 job descriptions. The purpose is to ensure role clarity for all employees and ensure there is consistency between the work performed, role requirements, and appropriate pay.

Hiring Process

1. **Position Authorization (Requisition Control)** The hiring process at California Innovative Career Academy (CICA) is designed to ensure consistency, transparency, and alignment with organizational needs and compliance standards. It begins with the submission of a Position Control Form (PCF) whenever a position needs to be backfilled or newly created. The PCF includes essential details such as the job description and a designated leadership contact and is reviewed weekly by the Executive Cabinet.

2. **Posting and Sourcing.** Upon approval and required signatures, the Human Resources team posts the position on EdJoin.org and other recruitment channels and also leverages partnerships with university preparation programs to broaden applicant pools.

3. **Screening.** Once posted, hiring managers review applicants within EdJoin by evaluating qualifications in relation to the job description. Candidates are categorized as prescreened, interviewed, or removed, providing a clear record of each applicant's status. Notes from prior interviews are required for third interview requests and must be documented either via email or directly in the EdJoin system. For current staff changes, such as promotions or changes in FTE, an EE Update—rather than a PCF—is submitted to accurately reflect the employee's new assignment. Altogether, this structured process supports effective hiring decisions while maintaining clarity, documentation, and compliance across the organization.

4. **Multi-step Interviews and Performance Tasks.**
   Qualified candidates proceed through multiple interviews (phone and panel). For instructional roles, candidates complete a demo lesson (live or video) to assess content knowledge, pedagogy, and responsiveness to feedback; stakeholder participation (e.g., administrators/teachers, and, when feasible, students or parents) may be included, with the Principal retaining final hiring authority.

Employee Positions

See appendix for the 2025 Organizational Chart.

Professional Development

In the 2024–2025 school year, CICA adopted Board Policy 4131: Professional Development to support the continuous growth of all staff. Professional learning is mission-aligned, equity-centered, and outcomes-focused, with explicit attention to legal and regulatory requirements. Offerings include in-service training, workshops, online modules, and compliance sessions. In accordance with Education Code 47605.1(f) and our WIOA partnership, HCCTS may conduct professional development at any location in California.

The Executive Director oversees alignment to the mission, vision, and strategic goals; the Chief Academic Officer (or designee) coordinates systemwide implementation. Department leaders and site teams co-design contextualized, job-embedded sessions that meet local needs while advancing CICA's strategic priorities. All staff are expected to engage actively in PD and apply their learning in practice. Participation is supported by funding priorities and travel reimbursement per Board Policy 350.

Annual Professional Development

Professional Development

In the 2024–2025 school year, CICA adopted a Professional Development Policy to support the continuous growth of all staff: 4131 BP Professional Development. The policy aligns professional learning with CICA's mission, vision, and strategic goals, with a focus on improving student outcomes and meeting legal and regulatory requirements.

CICA offers a variety of professional development opportunities, including in-service training, workshops, online modules, and compliance-focused sessions. In accordance with Education Code 47605.1(f) and its WIOA partnership, CICA may conduct professional development at any location in California.

The Executive Director oversees alignment and implementation, while leadership identifies needs and encourages staff participation. Employees are expected to engage actively and apply their learning. Funding is provided in line with organizational priorities, and travel is reimbursed per Board Policy 3350. CICA evaluates professional development effectiveness through staff feedback, performance data, and evidence of improved practice, with a commitment to equity and access for all staff.

In 2024-2025, CICA offered extensive internal and external professional development, covering topics like CPR, active shooter response, equity, SEL, and leadership. CICA provides two all-staff mandatory Professional Development opportunities throughout the year: three days in August and two days in May. All staff training includes Title IX training, Mandatory Reporter & Child Abuse Prevention Training, Sexual Harassment Prevention Training, FERPA, Workplace Violence Prevention Training, and Comprehensive School Site Safety Training.

Teachers and paraeducators receive training on assessments such as the California Science Test (CAST) and English Literacy and Civics (EL Civics) assessments, end-of-level assessments, and CASAS assessments. Additionally, teachers and paraeducators receive training on any curriculum updates and curriculum instructional strategies. Teachers in the process of getting their credential or who have their preliminary credential are assigned a mentor teacher and must meet with them regularly.

CICA recognizes the critical role of targeted professional development in fostering staff effectiveness and advancing organizational goals. While CICA offers all-staff professional development days to promote schoolwide alignment and collaboration, a dedicated portion of these days is intentionally reserved for department-specific professional development. This approach ensures that staff receive training that is both relevant to their roles and responsive to the unique needs of their departments.

To coordinate these efforts across departments, the Chief Academic Officer—or their designee—works collaboratively with department directors or lead team members to plan and implement tailored professional development sessions. This decentralized model promotes professional learning that is contextualized, job-embedded, and aligned with departmental objectives, while still supporting the broader mission and strategic priorities of CICA. For more information on department professional development, see the appendix.

Element F Health and Safety Procedures

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

That each employee of the charter school furnish the charter school with a criminal record summary as described in § 44237.

For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of § 32282.
For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of § 32282.

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

General Health and Safety Compliance
California Innovative Career Academy (CICA) shall comply with all applicable federal, state, and local laws relating to student and staff health, safety, and emergency preparedness. If CICA occupies or operates in a Twin Rivers Unified School District (TRUSD) facility, it shall adhere to all TRUSD health, safety, and emergency procedures and remain subject to inspection by relevant district offices.

Emergency Preparedness

Emergency Operations Guide
CICA's Emergency Operations Guide outlines protocols and responsibilities for responding to emergencies such as natural disasters, active shooter incidents, and hazardous material releases. The guide aligns with state law, assigns roles through the Incident Command System principles, and identifies all staff as disaster service workers and alternates. Staff must review the guide annually.

Emergency Drills and Staff Training
CICA conducts regular fire, lockdown, and evacuation drills at all campuses, in accordance with state regulations. All staff receive annual training in:

- Emergency response procedures
- Active shooter protocols
- CPR and First Aid certification
- Bloodborne pathogen exposure response

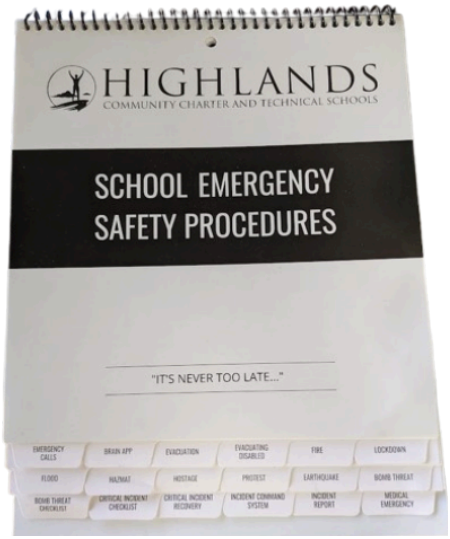
Staff agreements include a commitment to comply with emergency and safety procedures.

Emergency Safety Procedures

CICA shall adhere to the School Emergency Safety Procedures Handbook, drafted specifically for the needs of its facilities. This handbook includes, but is not limited to, the following responses: fire, flood, earthquake, active shooter, and hostage situations.

Staff shall receive training in emergency response, including appropriate "School-wide Safety Plan" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the principal and, if there is merit to the concern, the principal shall direct the School Safety Plan to be modified accordingly.



Student Health and Medical Services

Administration of Medication
CICA complies with Education Code §49423 for administering medications. The school will:

- Maintain trained staff to administer medication
- Store emergency epinephrine auto-injectors per §49414 and AB 1651 (2023)
- Include injector locations in annual legal notices

If albuterol inhalers are stocked, CICA will meet all requirements under §49414.7, including storage, access, and staff training.

Health Screenings and Immunizations
CICA complies with all student health requirements, including:

- Tuberculosis (TB) clearance per §49406 for employees, volunteers, and vendors in

frequent contact with students
- Immunizations and screenings per Health and Safety Code §§120325–120375 and Education Code §§49450 et seq.
- Maintenance of all health records on file

Suicide Prevention
CICA maintains and implements a pupil suicide prevention, intervention, and postvention policy pursuant to Education Code §215 and AB 58 (2021–22). The policy is developed and reviewed in consultation with stakeholders and school-employed mental-health professionals, reviewed and updated at least every five years, and aligned to current CDE guidance and best practices.

Mandated Reporting and Child Safety

Mandated Reporter Training
All CICA employees and individuals working on behalf of the Charter School are mandated reporters. As such, employees must complete annual child-abuse detection/reporting training annually that must occur:

- Within the first six weeks of each school year, or
- Within six weeks of employment for new hires

Training complies with Education Code §44691.

Criminal Background Checks and Custodian of Records
- CICA complies with Education Code §§44237, 45125.1, 44830.1, 45122.1, and 44030.5 by: Fingerprinting and clearing all employees prior to employment;
- Ensuring contracting entities certify required clearances for any staff with student contact;
- Clearing unsupervised volunteers have cleared background checks;
- Requesting and receiving subsequent arrest notification from DOJ;
- Maintain evidence of compliance on file

The Executive Director is designated and confirmed as the Custodian of Records with the California Department of Justice.

Facilities, Restrooms, and Hygiene

Menstrual Products
Per Education Code §35292.6, CICA shall stock menstrual products in all women's restrooms, all-gender restrooms, and at least one men's restroom. Required notices will be posted prominently in each location.

All-Gender Restrooms

By July 1, 2026, each school site with multiple gender-specific restrooms will maintain at least one all-gender restroom that is:

- Clearly identified and designated with appropriate signage;
- Accessible during school hours and school-sponsored functions; and
- Equipped to protect privacy and safety (e.g., appropriate partitions/fixtures and disposal receptacles).

Implementation is underway during the 2025–26 school year to ensure full compliance by the statutory deadline. Students and staff may use facilities consistent with their gender identity and are protected from discrimination and harassment in all restrooms.

Drug-, Alcohol-, and Smoke-Free Environment
CICA maintains a drug-free, alcohol-free, and smoke-free environment for all students, staff, and visitors. This prohibition includes tobacco, nicotine, and vaping/e-cigarette devices on all school property, in school vehicles, and at all school-sponsored events.

Counseling and Student Support

CICA provides comprehensive counseling that is proactive, data-informed, and aligned to student goals.

Academic, College, and Career Counseling
- *Individual & Small-Group Advising:* Counselors meet with students for graduation planning, credit audits, and SMART goal setting; progress is reviewed at scheduled checkpoints each term.
- *College & Training Pathways***:** Support includes application timelines, FAFSA/CADAA, placement options (noncredit, certificate, AA/AS, transfer), prior-learning/experience credit where applicable, and navigation of supports for adult learners.
- *Career Readiness:* Counselors connect students to CTE pathways, industry certifications, résumé and interview prep, and work-based learning; plans are aligned to local labor-market information.
- *Access & Equity:* Flexible appointment windows (in-person/virtual, multilingual) and outreach ensure working adults and caregivers can participate.

Social-Emotional Support
Staff across roles foster student social-emotional development through empathy, listening, and proactive referrals. Students needing additional support are connected to external mental health services when appropriate.

Legal Compliance Procedures

FERPA
CICA and its representatives comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code §49060 et seq

Unified Complaint Investigation Procedure
The Executive Director shall oversee the complaint and investigation process. Complaints

unresolved at the site level will be addressed at the executive level.

CICA utilizes an anonymous complaint process through a third-party vendor called Navex. In the 2024-2025 school year, HCCTS partnered with Navex One to augment—not replace—the UCP, for anonymous or named reporting of concerns. Reports may be submitted via phone, web, or QR code. All Navex cases are logged, routed to HR for investigation, and closed with documented actions. Retaliation for good-faith reports is prohibited. (Internal practice statement.)

Human Trafficking Prevention
In accordance with Education Code requirements, CICA will inform parents/guardians of students in grades 6–12 about human trafficking prevention resources using the most appropriate methods.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Reference to Board Policies
CICA adheres to the following adopted Board Policies related to student health, safety, conduct, and non-discrimination:

- 5125 BP Student Records
- 5131 BP Student Conduct
- 5132 BP Student Dress Code
- 3542 BP Vehicle Use
- 5144 BP Student Discipline
- 5131.6 BP Alcohol and Other Drugs
- 5144.1 BP Suspension and Expulsion
- 5145.2 BP Student Freedom of Expression
- 5131.7 BP Weapons and Dangerous Instruments
- 1250 BP Registration of Visitors, Guests, and Outsiders
- 5142 BP Children on Campus and the Early Learning Center
- 3516 BP School Safety & Emergency Preparedness Plan
- 4212.8 BP - Anti-Nepotism and Employment of Relatives
- 4119.12 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5145.71 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5141.31 BP Health Examinations, Immunizations, and Oral Health Assessments
- 5145.3 BP Harassment, Discrimination, Intimidation, and Bullying Prevention

<u>Comprehensive School Safety Plan</u>
The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year. The CSSP will identify strategies and programs that maintain a high level of school safety and document CICA's procedures for complying with all applicable laws.
At minimum, the CSSP will address the safety topics by Education Code § 32282(a)(2)(A)-(N) including:

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Education Code §48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code Education Code §49079
- Anti-discrimination and harassment policy consistent with Education Code § 200
- Provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe, orderly environment conductive to learning
- Rules and procedures on school discipline pursuant to Education Code §35291, 35291.5, and 47605
- Procedures for conducting tactical responses to criminal incidents
- Procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
- A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

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

A copy of the policy shall be provided as part of any orientation program conducted for new and

continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code § 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety
California Innovative Career Academy complies with Education Code §47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. CICA adheres to laws specific to charter schools on the local and state level regarding facilities. CICA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code § 32001. If CICA is not operating under the safety plan of the facility where it is housed, it will implement its own school safety and disaster preparedness plan.

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code § 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum for at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code § 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats
The Charter School shall comply with all requirements under Education Code § §49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement immediately.

Gun Safety Notice

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

Transportation Services
The Charter School shall comply with the requirements of AB 88 (2023-24) if applicable, relating to background checks, testing, and other requirements for individuals and firms providing transportation services to students.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

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

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

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

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

A. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
B. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.
C. A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element G Balanced Enrollment

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." (Ed. Code § 47605(c)(5)(G).)

Assurances

CICA shall:

- Be nonsectarian in all programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed in Penal Code § 422.55.
- Admit all pupils who wish to attend to the extent that space allows; admission shall not be determined by place of residence except as otherwise required by law; and, if applications exceed capacity, offers of admission shall be made by public random drawing (lottery) consistent with Ed. Code § 47605(d)(2).
- **Apply any enrollment preferences** only as permitted by law and as stated in the charter; **preferences will not require mandatory parent volunteer hours** as a condition of admission (Ed. Code § 47605(e)(2)(B)(iv) **shall not limit access** for pupils protected by Ed. Code § 47605(e)(2)(B)(iii).
- Preferences, if given, shall not result in limiting enrollment access for pupils based on nationality, race, ethnicity, or sexual orientation; and shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, foster youth. (Education Code § 47605(e)(2)(B)(iii)).
- The charter school shall not discourage enrollment in the charter school, or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code § 47605(e)(2)(B)(iii).
- Not request or require submission of a student's IEP, Section 504 plan, or other records prior to admission, participation in any lottery, any pre-enrollment event, or as a condition of enrollment; CICA may request only the information necessary to apply any admissions preferences stated in the charter.

Plan for Achieving and Maintaining Student Population Balance & How to Reach This Goal
(Racial/Ethnic, Students with Disabilities, and English Learners)

California Innovative Career Academy (CICA) strives, through its recruitment and admissions

practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that reflects the general population residing within the territorial jurisdiction of the District. CICA maintains an open enrollment policy and does not discriminate based on any protected characteristic, including disability, gender, gender identity/expression, nationality, race/ethnicity, religion, sexual orientation, immigration status, or association with a protected class (Ed. Code §§220, 47605(e)). Students are considered for admission without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation, or any of the characteristics listed in Education Code §220. These characteristics include actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or association with an individual who has any of these characteristics, as defined in Ed. Code § 422.55 of the Penal Code.

CICA will implement a coordinated advertising and recruitment strategy to ensure that all students are informed about the educational opportunities available. These efforts are ongoing throughout the year and are designed to reach a broad and diverse audience. In alignment with CICA's commitment to serving students from all ethnic and cultural backgrounds, a variety of advertising methods are used to promote equitable access and inclusive outreach.

Each year, CICA analyzes enrollment trends in order to optimize efforts to recruit and retain students. An informal designated committee, comprised of various stakeholders from the instructional, administrative, and operational areas of the school, meets regularly to develop a plan. Using both quantitative and qualitative feedback from the previous year—including student satisfaction surveys and non-mandatory exit interviews—the team identifies enrollment trends and their root causes, determines potential solutions, and generates strategies to implement and monitor those solutions in the following year.

Externally, CICA addresses retention and attrition through the development of student engagement systems and strategic partnerships that support teaching, learning, and student achievement. The school's student recruitment strategy includes, but is not limited to, the following elements to ensure a student population that reflects the District's diversity:

- An enrollment process with a clearly defined timeline that supports broad-based recruitment and application opportunities.
- Development of promotional and informational materials designed to appeal to a range of racial, ethnic, special education, and English Learner groups represented in the County.
- Distribution of materials to a variety of community organizations, including religious institutions, libraries, recreation centers, local businesses, middle schools, and faith-based groups that serve diverse populations.
- Production of promotional and informational materials in multiple languages, including but not limited to Farsi, Spanish, Russian, and Arabic, to ensure accessibility for limited English proficient populations.
- Use of advertising platforms that provide information to individuals whose primary language is not English.
- Publicizing enrollment and recruitment through local newspapers, online media, and social media platforms, with continuous updates to reflect evolving technologies and communication trends.

- Presentations at multicultural events, including community fairs and other local gatherings.

Marketing: Advertising and Sponsorship to Increase Student Enrollment

Board Policy 1325, adopted in the 2024-2025 school year, establishes clear guidelines for how HCCTS/CICA uses marketing and sponsorships solely to inform prospective students about public, tuition-free educational opportunities and to advance equitable access to our programs. All advertising expenditures must align with the school's mission and strategic goals and demonstrate a meaningful return on investment. Advertising is intended to raise awareness of HCCTS programs, highlight the benefits of enrollment, and promote the school's values to prospective students in the broader community.

Annual Marketing Plan prepared by staff, aligned to mission and enrollment targets, and reviewed with the Executive Director; major spending and any sponsorships follow procurement rules and board-approved thresholds.

Advertising budget is reviewed annually; any campaign exceeding the internal threshold (e.g., $100,000) requires explicit Board authorization.

All materials must reflect our non-discrimination and open-enrollment assurances and may not request or imply a requirement to provide student records prior to admission (e.g., IEP/504).

Advertising efforts must clearly communicate the educational opportunities HCCTS offers—including adult high school diplomas, career preparation, and hands-on skill development—and use platforms that are cost-effective and aligned with the school's target audiences. All advertising must also comply with legal and ethical standards and adhere to brand identity guidelines to build recognition and trust within the community.

Additionally, advertising effectiveness is monitored and reviewed annually to ensure alignment with HCCTS's enrollment and engagement objectives, with quarterly reporting to the Executive Director and an annual summary to the Board. Board Policy 1325 codifies the outreach rigor and equity safeguards common to high-performing charters—multilingual, community-based recruitment; documented, transparent admissions; and routine Board oversight—while adding HCCTS's budget controls and ROI monitoring to ensure responsible stewardship of public funds. For full policy language and implementation procedures, see the appendix.

Element H Admissions Policies and Procedures

"Admission policies and procedures, consistent with [Education Code § 47605] subdivision." (e). (Ed. Code § 47605(c)(5)(H).)

Admission and Enrollment Requirements

California Innovative Career Academy is nonsectarian in its programs, admission policies, and all other operations. CICA will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with an individual who has any of the aforementioned characteristics [Ed. Code § 47605(e)(1)]. CICA shall comply with all applicable laws governing minimum age requirements for registration in charter schools. The school shall not use any test, assessment, or interview to determine a student's eligibility for admission. However, following registration, all students may be administered diagnostic assessments, dubbed "placement tests," solely for the purpose of determining appropriate instructional placement. These assessments are used to inform grade-level placement and have no bearing on a student's eligibility for admission.

CICA admits all students who meet the following criteria:

- Demonstrate a desire to enroll in the academic program
- Fall within the categories the school is legally authorized to serve
- Meet the eligibility requirement of being age 22 or older under the exclusive WIOA agreement
- Students do not have a U.S. high school diploma
- Submit a timely application

Required Documents

- Proof of Identification
- Proof of California Address (may be covered by proof of identification)
- CICA Online Registration, which includes but not limited to the following:
    - Emergency Consent and Contact Information
    - National School Lunch Program Form (NSLP)
    - Home Language Survey
- CalJOBS Registration (Any forms required by a WIOA partner

Enrollment Period

Initial applications are accepted at any time during the school year. The CICA admission process consists of the completion of an online student registration form. The admission process also includes students to participate in orientation, grade level placement, and academic planning.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)

Per Ed. Code §§ 47612.1 and 47605.1(f)(1), CICA provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership

agreement with the Sacramento Employment and Training Agency (SETA) or other WIOA organization. As such, CICA only legally serves students who are receiving WIOA-funded services and does so under the terms of a Partnership Agreement. CICA will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

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

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

CICA Proposed Lottery Process
If CICA receives registrations in excess of its enrollment capacity, the lottery process will be used to select admitted students. CICA will conduct a public random drawing facilitated by PowerSchool Enrollment School Choice, a third-party platform. The drawing will take place in a public setting at our Howe Campus, located at 1111 Howe Ave, Sacramento, CA 95842. The lottery will be held up to two weeks before the start of the school year. Notice of the random drawing will be provided through written postings at the school site and on the school's website.

The lottery is open to the public, and prospective students are encouraged to attend; however, they are not required to be present at the time of the drawing to be eligible for admission. Results will be communicated to prospective students.

The lottery will be conducted using student numbers assigned to each prospective student. As numbers are drawn, they will be displayed for everyone in attendance to see. Once all available seats for a specific grade level, site, and schedule preference (regular daytime or evening) have been filled, the designated staff member will announce that any additional students drawn will be placed on the waitlist. Students will be added to the waitlist for that grade level, site, and schedule preference (regular daytime or evening) in the order their numbers are drawn.

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity for a specific grade level, site, and schedule preference (regular daytime or evening). In the event of a lottery, admission will be offered to prospective students based on lottery results until capacity is reached. Once capacity is met, all remaining names drawn will be placed on a waiting list in the order they were selected.

New applicants who register after the lottery deadline will be offered a seat if space is available in their grade level, site, and schedule preference (regular daytime or evening), or they will be added to the waiting list in the order the application was received. As seats become available, they will be offered to students starting with the lowest numerical ranking on the waiting list.

Notifying Students of a Seat Offering
Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be contacted by the Registration department to confirm their seat. Any admitted students who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures
Copies of lottery results and waiting list(s) are readily available for inspection at the school office. These records will be maintained by the Registration department.

Communicating to All Interested Parties
Applications are available digitally online on the CICA website. CICA advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and flyers.

Element I Annual Financial Audits

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

Accreditation

CICA has achieved a full six-year WASC accreditation through June 2030 with a mid-cycle visit scheduled during the 2026-2027 school year.

Annual Audit Procedures

Contracting with an Independent Auditor

California Innovative Career Academy (CICA) conducts an annual independent fiscal audit in compliance with Education Code § 47605(c)(5)(I) and 47605(m). All financial records are maintained in accordance with Generally Accepted Accounting Principles (GAAP), and audits are conducted in accordance with generally accepted auditing standards and the State Controller's K–12 Audit Guide.

In the 2024–2025 school year, the CICA Board of Directors adopted Board Policy 3581 – Data Retention and Record Management, which provides a comprehensive framework for the classification, retention, and secure disposal of records by staff, contractors, and affiliates. The policy applies to all administrative, financial, personnel, student, and instructional records, including communications in paper, digital, audio, or video format. This policy ensures that all audit-related documentation is properly maintained and readily accessible. For additional details, refer to the appendix entry for BP 3581.

Audit Timeline Overview

In alignment with Board Policy 3100 – Budget Development and Oversight, audit procedures are embedded in the school's annual budget cycle and financial governance structure. Each spring, the Executive Director and Chief Business Official (CBO) recommend an independent auditor for approval by the Board of Directors. Following the close of the fiscal year, the CBO finalizes and closes the books, compiles the necessary financial documentation, and coordinates with the independent auditor to conduct the audit.

Upon completion, the auditor prepares a report, which is formally presented to the Board of Directors. The Executive Director and CBO review any audit findings or exceptions and coordinate the necessary corrective actions. In accordance with statutory deadlines, the finalized audit report is submitted to the charter authorizer (Twin Rivers Unified School District), the Sacramento County Superintendent of Schools, the State Controller's Office, and the California Department of Education (CDE) by December 15 of each year. For additional detail, see appendix reference BP 3100.

Audit Completion Timeline

The audit is expected to be finalized within six months of the fiscal year's end. The Board of Directors formally reviews each year's audit findings and takes appropriate action to ensure full compliance with state and federal requirements.

Selection Criteria for Independent Auditors
The selected auditor must be a Certified Public Accountant (CPA) with experience in public school and charter school finance and must be listed as an approved audit provider by the State Controller. CICA is solely responsible for all associated audit costs. Where applicable, the audit scope will include federal compliance elements outlined in Office of Management and Budget (OMB) Circulars and related federal guidelines.

Resolution of Audit Findings
Any audit exceptions or deficiencies are first reviewed by the CICA Audit Committee, which provides formal recommendations to the Board of Directors. The Board submits a written report to the charter authorizer describing how identified findings have been addressed, along with supporting documentation. In cases where findings remain unresolved at the time of submission, the report includes a corrective action plan and projected timeline for resolution. CICA aims to address all audit findings within six months. Disputes regarding the resolution of audit findings will follow the dispute resolution procedures set forth in this charter.

Upon receipt of the draft audit and management letter, the CEO/CBO prepares a written Corrective Action Plan (CAP) that, for each finding, identifies the root cause, required remedial actions, responsible owner, resources, and a target completion date.

Audit Committee Review & Board Action
The CICA Audit Committee reviews the CAP and forwards recommendations to the Board of Directors for approval. The CAP remains on the Board's agenda for status reporting each meeting until all items are closed.

Authorizer Notification & Documentation
Within 30 days of Board acceptance, CICA submits to the charter authorizer a written report describing how each finding has been addressed or will be addressed, with supporting documentation. If any item is not yet resolved, the submission includes the Board-approved CAP and projected completion dates.

Timelines & Monitoring
CICA aims to fully resolve audit findings within six months of audit issuance. Progress is monitored against milestones; if delays arise, management provides revised timelines and interim controls to the Audit Committee and Board.

Material Weaknesses/Significant Deficiencies

Any material weakness or significant deficiency triggers immediate Board notification, expedited remediation steps, and—if warranted—the engagement of external advisors to strengthen internal controls.

Public Access and Appeals
Audit reports are public records and will be made available upon request. Any audit appeals or requests for summary review will be submitted to the Education Audit Appeals Panel (EAAP) in accordance with applicable law.

Element J Suspension and Expulsion Procedures

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion

notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." Education Code § 47605(c)(5)(J).

School Climate And Student Discipline System

Highlands Community Charter and Technical Schools (HCCTS) has adopted 5144.1 Suspension and Expulsion Board Policy to promote student learning and maintain a safe and supportive learning environment—whether in-person or remote. The policy is closely aligned with California Education Code § 48900 et seq. and is reviewed annually for updates. Disciplinary actions, including suspension, expulsion, or involuntary removal, are applied fairly and consistently and are clearly outlined in the Student Handbook. Students and families receive written notice of these policies upon enrollment. The policy prohibits corporal punishment and outlines due process protections for all students, including those with disabilities or Section 504 plans. Involuntary removal requires written notice in the student's native language and an opportunity for a hearing. Students remain enrolled during the hearing process unless suspended or expelled for misconduct. For more information about Board Policy 5144.1, see the appendix.

CICA Discipline Philosophy

California Innovative Career Academy prides itself on meeting student needs and developing action plans to address extenuating circumstances as they arise, recognizing that many students come to the organization due to hardships that have prevented the fulfillment of their educational goals. By addressing the needs of each student directly, barriers to student success are removed.

CICA implements a philosophy that all students deserve a second chance by providing services that include individual one-on-one student counseling, a drug and alcohol rehabilitation and prevention support group called Clear Connections that meets twice a week, and a Positive Direction support group that meets once a week which focuses on a different student success theme per month. We also provide services that address criminal history and homelessness if these occurrences impede student attendance. Additional addressing of student needs include a transportation plan for adults who do not have vehicle access to and from school, a clothing and food closet for those students who are lacking basic necessities, and free child care for those students who are not able to attend class due to young children between the ages of 2 and 5 who are not school age eligible.

CICA encourages the utilization of these services to prevent student disenrollment, suspension, or expulsion when applicable. Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review the student's individual extenuating circumstances. Counselors, teachers, directors, and other assigned personnel assist in addressing student needs by creating an action plan for both the staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem-solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time and invites the adult student to participate in

finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset-Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.
- Service Coordination: An action plan is developed for interventions, with support implemented and designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Action items are monitored, and a follow-up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments, and continue to strategize positive solutions to ensure student success.

The coordination of interventions at school, home, and the community improves student learning and provides focused, positive support to teachers, students, and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Teacher(s)
- Resource personnel or specialists, such as community outreach consultants, social workers, probation officers, community resources representatives, or mental health consultants
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting, each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator
This person facilitates the work of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting and coordinates logistics before and after the meeting.

The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most importantly, keeping a positive tone at the meeting. The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder
The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items, and results. The recorder does this by using the Student Success Plan form or the Student Success Plan Follow-up Form.

Team Member
An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member
The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students
When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing

that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student must also be allowed to ask any questions or share any concerns s/he may have with the upcoming meeting.

Adult students may also have time, work, child care, or transportation issues that prevent participation in the meeting. The SST process must include support for students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices
Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Steps for Implementation:

Case Management

It is very important to clearly define in the Student Success Plan who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:

meeting with the student and with the teacher regarding the action plan,
making phone calls and/or sending reminder notes to team members regarding action items, and/or helping students and their families follow through with referrals to on-site and community-based services.

Feedback to the Referral Source

The administrator, or a designated member, provides the referral source with feedback promptly after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications, and adaptations.

Student/Family Support

Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. Students are empowered to take ownership of their action plans, with ongoing check-ins offered as needed. During the SST meeting, the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

Follow-Up SST Meetings / Ongoing monitoring of student progress

At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the Student Success Plan

Follow-up Form. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. CICA staff are trained and annually review de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[3], during assigned time for supervised academic support or restorative conferencing, either virtually or in person., community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from learning opportunities, meetings, and optional program events during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom CICA has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. CICA will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom CICA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.

As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

Authorization and Implementation of In-School Suspensions

In-school suspension at CICA is structured through enrollment in the school's targeted support track within the Independent Study Program. This track includes mandatory advisor check-ins, access to credit recovery resources, and scheduled tutoring—either in person or virtually—as appropriate. CICA offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as defined by the California Innovative Career Academy's Student Handbook, in-school suspension will be served through the enrollment of and attendance in the California Innovative Career Academy Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that CICA adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- Made terrorist threats against school officials or school property, or both.

Grounds For Suspension And Expulsion

Scope of Disciplinary Jurisdiction

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on any school-affiliated site, including learning centers, during in-person appointments, or participating in any school-sponsored activity, whether virtual or in person; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Suspension Offenses

Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.

B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the

person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.

Q. Committed sexual harassment, as defined in Education Code § 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.

    1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
        ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
        iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
   i. A message, text, sound, video or image.
   ii. A post on a social network Internet website including, but not limited to:
      a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
      c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.
   iii. An act of cyber bullying.
      a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
      b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to

have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.
W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses
Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.
B. Brandished a knife at another person
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Out-Of-School Suspension Procedures

Suspension Authority
CICA will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director's and/or Chief Academic Officer, or in the case of the Executive Director and Chief Academic Officer's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director's and/or Chief Academic Officer or an assigned designee with the student and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director's and/or Chief Academic Officer and Instruction or assigned designee.
The conference may be omitted if the Executive Director's and/or Director of Curriculum and Instruction or an assigned designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regard to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

Maximum Suspension
The length of the suspension will be determined by the Executive Director and/or the Chief Academic Officer or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Chief Academic Officer or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

Meaningful Education for Suspended Students
A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student and all needed materials will be left in the front office.

In accordance with Education Code § 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code § 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Pending the Outcome of an Expulsion Process
Upon a recommendation of expulsion by the Executive Director and/or the Chief Academic Officer or Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Chief Academic Officer or Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in the section titled, "In School Suspension."

Expulsion Procedures
Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Chief Academic Officer (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel
As required by Education Code § 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law. A student may be expelled either by the CICA Board following a hearing before it or by the CICA Board upon the recommendation of the Executive Director and/or the Chief Academic Officer or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Chief Academic Officer or Administrative

Panel may recommend expulsion of any student found to have committed an expellable offense, and the CICA Board of Directors shall make the final determination.

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such a term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.
A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.

C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Chief Academic Officer or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of CICA disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at CICA to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student who has a primary language other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
CICA may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the CICA Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. CICA must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both of the support persons is also a witness, CICA must present evidence that the witness' presence is both desired by the witness and will be helpful to CICA. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
7. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made,

the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing
A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Chief Academic Officer or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with CICA.

The Executive Director and/or the Chief Academic Officer or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall

include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
CICA shall maintain records of all student suspensions and expulsions at CICA. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from CICA as CICA Board's decision to expel shall be final.

Expelled Students/Alternative Education
CICA shall ensure that students suspended from CICA are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from CICA, CICA shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. CICA shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from CICA.

Rehabilitation Plans
Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from CICA shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to CICA for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon CICA capacity at the time the student seeks readmission.

Notice to Teachers
The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code § 49079 and the corresponding enumerated offenses set forth above.

Element K Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." (Ed. Code § 47605(c)(5)(K).)

Retirement Systems for Certificated, Classified, and Other Staff Members

All full-time certificated employees at California Innovative Career Academy (CICA) participate in a qualified retirement plan, including, but not limited to, the State Teachers Retirement System (STRS) or the federal Social Security system based on their eligibility to participate. CICA teachers participate in STRS. Non-certificated/classified staff participate in a 401a defined contribution plan.

CICA employees may be eligible to participate in school-sponsored retirement and benefit plans, as outlined in policies adopted by the Board of Directors. In the event that the Internal Revenue Service enacts regulations prohibiting nonprofit entities from participating in publicly funded retirement systems such as the California State Teachers' Retirement System (CalSTRS), employees will instead be enrolled in Social Security and/or an alternative employer-sponsored retirement plan approved by the CICA Board. Prospective employees are informed of their retirement system options during the application process and advised that employment with CICA may affect their eligibility for continued participation in a previous retirement system. The Executive Director is responsible for ensuring appropriate retirement coverage is arranged for all staff. To support recruitment and retention of highly qualified personnel, CICA offers a competitive compensation and benefits package that reflects market conditions and professional experience.

STRS reporting is conducted in collaboration with Charter Impact, CICA's contracted fiscal services provider specializing in payroll taxes and CalSTRS compliance. While contributions and deductions are processed through CICA's internal payroll department, Charter Impact oversees all reporting, auditing, and submission of required documentation to CalSTRS. The CICA Finance Department performs regular reconciliations to ensure accuracy and alignment with STRS liability reporting cycles.

Element L Public School Attendance Alternatives

"The public school attendance alternatives for students residing within the school district who choose not to attend charter schools." (Ed. Code § 47605(c)(5)(L).)

Informing Students of Public School Attendance Alternatives

No student may be required to attend California Innovative Career Academy (CICA). Students who reside within the District who choose not to attend CICA may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in CICA is informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in CICA, except to the extent that such a right is extended by the local education agency. This information is also communicated to families through orientation materials and enrollment staff, who are available to answer questions and provide support in multiple languages as needed.

Element M Rights of District Employees

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." (Ed. Code § 47605(c)(5)(M).)

No public school employee will be required to work at CICA. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by CICA unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of CICA will be considered the exclusive employees of CICA and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by CICA provides no rights of employment at any other entity, including any rights in the case of closure of CICA.

CICA has a board approved Employee Handbook which outlines employee rights as well as employee responsibilities. The Employee Handbook for 2024-2025 is linked in the appendix.

Employee Representation

Governing Law: The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.
--California Education Code § 47605 (c) (6).

CICA shall be deemed the exclusive public school employer of the employees of CICA for the purposes of the Education Employment Relations Act ("EERA"). CICA shall comply with the EERA.

CICA is independent from Twin Rivers Unified School District, and any District employees who choose to work at CICA shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof. All persons employed by CICA shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. CICA employees shall have no employment rights of any kind with Twin Rivers Unified School District.

CICA will develop and maintain an Employee Handbook detailing the rights and responsibilities of all CICA employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, CICA shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. CICA shall annually update and revise the Employee

Handbook to reflect changes in the law and/or policies. CICA shall be solely responsible for the hiring and compensation of CICA employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any CICA teacher or employee.

Governing Law: Except for the requirement that a pupil be a California resident, subdivision (b) of Section 47612 shall not apply to a charter school program that provides instruction exclusively in partnership with any of the following:

- The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101, et seq.).
- Federally affiliated Youth Build programs.
- Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14406 or 14507.5 of the Public Resources Code.

-- California Education Code § 47612.1.

Governing Law: Notwithstanding any other provision of law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:

- The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.).
- Federally affiliated Youth Build programs.
- Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.
- Instruction provided to juvenile court school pupils pursuant to subdivision (b) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.

-- California Education Code § 47605.1 (f).

Element N Mandatory Dispute Resolution

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." (Ed. Code § 47605(c)(5)(N).)

Disputes Arising from within CICA

It is the intent of Twin Rivers Unified School District and CICA that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible.

Complaints regarding the operation of CICA, which do not involve Twin Rivers Unified School District liability or issues of student health or safety, will be forwarded to CICA for processing according to procedures adopted by CICA, prior to being addressed by Twin Rivers Unified School District. CICA procedures shall include reasonably expeditious timelines and a full opportunity for parents/guardians of any students who are minors directly affected to express their concerns. Twin Rivers Unified School District will not address the dispute if CICA can fully resolve the problem unless CICA requests Twin Rivers Unified School District's involvement.

Disputes between CICA and Twin Rivers Unified School District

CICA recognizes that it cannot bind Twin Rivers Unified School District to a dispute resolution procedure to which Twin Rivers Unified School District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. CICA is willing to consider changes to the process outlined below as suggested by Twin Rivers Unified School District. CICA and Twin Rivers Unified School District will be encouraged to attempt to resolve any disputes with CICA amicably and reasonably without resorting to formal procedures.

In the event of any dispute between CICA and Twin Rivers Unified School District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute, which shall be simultaneously submitted to Twin Rivers Unified School District's Superintendent or designee, and the Executive Director of HCCTS. The Executive Director and the Superintendent or designee shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law.

The cost of the mediator shall be equally split between the parties.

CICA shall timely notify Twin Rivers Unified School District of any and all complaints filed against CICA by its employees, students, parents, and vendors, involving violations of the Charter, the MOU, state or federal law, or alleged financial mismanagement.

Revocation Protocol

CICA and Twin Rivers Unified School District agree that the dispute resolution procedure set forth above shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, Twin Rivers Unified School District shall provide CICA with written notice of its belief and an opportunity to meet with and respond to Twin Rivers Unified School District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless Twin Rivers Unified School District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code § 47607(g) and its implementing regulations. Thereafter, if Twin Rivers Unified School District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code § 47607.

Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. (California Education Code § 47605(h).)

CICA shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code § 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of CICA or for claims arising from the performance of acts, errors, or omissions by CICA if the authority has complied with all oversight responsibilities required by law. CICA shall work diligently to assist Twin Rivers Unified School District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure CICA shall not be liable for the operation of CICA.

Further, CICA and Twin Rivers Unified School District shall enter into a memorandum of understanding, wherein CICA shall indemnify Twin Rivers Unified School District for the actions of CICA under this charter.

The corporate bylaws of CICA shall provide for indemnification of the Twin Rivers Unified School District's Board, officers, agents, and employees, and CICA will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of Twin Rivers

Unified School District and the Twin Rivers Unified School District insurance company for schools of similar size, location, and student population. Twin Rivers Unified School District shall be named an additional insured on the general liability insurance of CICA.

The CICA Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Element O Charter School Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." (Ed. Code § 47605(c)(5)(O).)

The following procedures shall apply in the event CICA closes, regardless of the reason for closure. Closure of CICA shall be documented by official action of the Board of Directors of CICA. The action shall identify the reason for closure and designate an entity and individual(s) responsible for closure-related activities. The CICA Board shall promptly notify Twin Rivers Unified School District (TRUSD), within ten (10) business days, of the closure and the effective date of the closure. Closure initiated by the CICA Board shall not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The entity responsible for implementing the closure procedures shall be experienced in the dissolution and closure of public educational programs and shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, payment of debts and liabilities, and distribution of remaining assets.

The CICA Board of Directors shall also notify the Sacramento County Office of Education, the School's SELPA, the retirement systems in which the School's employees participate and the California Department of Education of the closure, as well as the effective date of the closure. This notice shall include the name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; the manner in which parents/guardians (in the case of a minor) and adult students may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements; and student contact information, which shall also be promptly provided to TRUSD.

The CICA Board of Directors shall also develop a list of students in each grade level and the classes they have completed, together with information on each student's district of residence, which the Board shall provide to the entity responsible for closure-related activities. The CICA Board of Directors shall ensure timely notification to the parents and students of the School of the closure and provide information to assist them in locating suitable alternative programs. This notice shall be provided within ten (10) business days following CICA's decision to close the School.

As applicable, CICA will provide parents, students, and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. CICA will ask TRUSD to store original records of CICA students. If TRUSD is unable or unwilling to store the records, CICA will work with the Sacramento County Office of Education to determine a suitable alternative location for storage. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

All state assessment results, special education records, and personnel records shall be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, CICA shall prepare final financial records. Within six (6) months following the date of closure, CICA shall also have an independent audit completed. The audit shall be paid for by CICA using its Reserve Fund and shall be conducted according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits, selected by CICA. The audit shall be provided to TRUSD promptly upon completion. The final audit shall include an accounting of all financial assets, including cash and accounts receivable; an inventory of property, equipment, and other items of material value; an accounting of liabilities, including accounts payable, any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to CICA.
CICA shall complete and file any annual reports required pursuant to Education Code § 47604.33.

Upon closure of CICA, all assets of CICA, including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending CICA, after payment of debts and liabilities and refunds to applicable agencies, shall be distributed in accordance with CICA's Articles of Incorporation to another California public educational entity. Any assets acquired from TRUSD will be promptly returned to TRUSD upon closure. The distribution shall include the return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or applicable state and federal law, including the submission of final expenditure reports and final performance reports. Donated materials and property shall be returned in accordance with any conditions established when the donation was accepted.

On closure, CICA shall remain solely responsible for all liabilities arising from the operation of the School. As CICA is operated by a nonprofit public benefit corporation, should the corporation dissolve upon closure, the Board shall follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary documents with the appropriate state and federal agencies.
As specified by the Budget in the Appendix, CICA will utilize its Reserve Fund to undertake any expenses associated with the closure procedures identified above.

APPENDIX

A. Organizational Chart Updated September 18, 2025
- a. HCCTS Organizational Chart

B. Leadership Resumes 2025-2026
- a. Executive Director, Jonathan Raymond
- b. Chief Operations Officer, Teresa Cummings
- c. Deputy Director, Chief Academic Officer, Eric Chapman
- d. Chief Business Officer, Matthew Lemos
- e. Senior Director of School Services, Mayra Valdivia
- f. Senior Director of Instruction, Brian Hamilton
- g. Director of Fiscal Services, Diana Gonsalves
- h. Director of Instruction and Professional Learning, Andrew Michaud
- i. Director of Accountability and Assessment, Melissa Roberson
- j. Director of Workforce, Career Technical Education and Adult Education, Christina Martinez
- k. Director of Student Services, Isaura Cacho
- l. Director of Human Resources, Jasmine Gibbs

C. Leadership Job Descriptions
- a. Senior Director of School Services
- b. Senior Director of Instruction.
- c. Director of Student Services (NEW)
- d. Director of Instruction & Professional Learning
- e. Director of Human Resources Job Description (03-14-2023) Approved
- f. Director of Accountability and Assessment
- g. CTE Director of Career Technical Education, Workforce Solutions & Adult Education
- h. Chief Business Official (CBO) 10-03-2024.pdf
- i. Associate Deputy Director Job Description.pdf
- j. Executive Director Employment Agreement

D. Board Policies and Handbooks 2025-2026
- a. 4331 BP Administrative Credential Reimbursement
- b. 4115 BP Personnel Evaluation and Supervision
- c. 4112.2 BP Credentialing Requirements Communications
- d. 2025 Emergency Operations Guide
- e. 1325 BP Marketing: Advertising and Sponsorship Policy
- f. 3100 BP Budget Development and Oversight
- g. 3581 BP Data Retention and Record Management
- h. 5144.1 BP Suspension and Expulsion
- i. Employee Handbook

E. Fiscal Documents 2025-2026

a. Adopted Budget 2025-2026

F. Governing Board Approval

a. HCCTS Board agenda September 18th, 25

G. WIOA Partnership Agreement

a. Sacramento Employment and Training Agency MOU

H. References

a. Echevarría, J., Vogt, M., & Short, D. J. (2016). *Making content comprehensible for English learners: The SIOP model* (5th ed.). Pearson.
b. García, O., & Wei, L. (2014). *Translanguaging: Language, bilingualism and education.* Palgrave Macmillan.
c. Gibbons, P. (2015). *Scaffolding language, scaffolding learning: Teaching English language learners in the mainstream classroom* (2nd ed.). Heinemann.
d. González, N., Moll, L. C., & Amanti, C. (Eds.). (2005). *Funds of knowledge: Theorizing practices in households, communities, and classrooms.* Lawrence Erlbaum Associates.
e. Knowles, M. S., Holton, E. F., III, & Swanson, R. A. (2005). *The adult learner: The definitive classic in adult education and human resource development* (6th ed.). Elsevier.
f. Mezirow, J. (1991). *Transformative dimensions of adult learning.* San Francisco, CA: Jossey-Bass.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

CICA Intent to Revoke Response



December 02, 2025

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Notice of Violation: Grade Levels

HCCS has proposed offering grades 9-12 as recommended by TRUSD. If TRUSD approves the material revision, HCCS will offer grades 9-12 and the issue of grade levels will be resolved.

TRUSD Review	CICA Response	Evidence
Tardiness in responding to the Material Revision requirement	CICA's original charter petition stated that HCCS would serve adults aged 22 years and older but did not specify grades. CICA is currently offering grades 9, 10, and 12 and has not submitted a material revision. The new material revision is requesting to offer grades 9, 10, 11, and 12. CICA hopes that the updated material revision for grade levels will be approved by TRUSD and the issue will be resolved. CICA is committed to only serving the grades approved by TRUSD. If TRUSD denies the grades proposed in the material revision, CICA will go back to serving only grades 9, 10, and 12.	The CICS Material Revision was board approved on 09/18/25. CICA has drafted a detailed grade level transition plan which was sent to TRUSD on 11/20/25. The plan shows how CICA will add grade 11 if the material revision is approved. CICA will continue serving grades 9,10, and 12 if the material revision is denied.
Unable to assert the item is remedied until the Material Revision is reviewed by TRUSD Board of Trustees		The HCCTS Board of Directors has reviewed and approved the CICA Material Revisions three

		times during the 2024-2025 school year. Each time, CICA has provided the updated version to TRUSD immediately following board approval. The first CICA Material Revision was presented and approved on 09/18/25 subject to legal review and recommendations and sent to TRUSD on 09/26/25. Then after additional feedback from legal, we took the material revisions back to the board on 10/09/25 and submitted it to TRUSD on 10/10/25. TRUSD provided CICA feedback on the material revision and after making the changes, it went back to the HCCTS board on 12/02/25, and will be sent back to TRUSD the same day.
Exhibits not accessible to District until 9/29/25	CICA submitted a formal response to TRUSD for the NOVs which were due on 09/26/25. The evidence was provided to TRUSD on the	

	due date via email with a link to the Google Drive folder where the evidence was contained.Prior to the due date CICA asked TRUSD how they preferred to receive the evidence (such as via email, Google Drive, flash drive). TRUSD did not express a preference. On the due date CICA sent TRUSD a link to a Google Drive folder which contained the evidence. Following receipt, TRUSD said they would like to receive the evidence via email and/or via flash drive. CICA converted all of the evidence to PDF and both emailed it to Shari Warta and put everything on a flashdrive and drove it to TRUSD where it was delivered in person on 09/29/25. Please note that CICA attempted to deliver the evidence to TRUSD on the due date.	

Notice of Violation: Locations

CICA has proposed operating at 14 student serving sites and 3 admin sites. These sites are accurately reflected in the CICA material revision. If TRUSD accepts the CICA material revision, the locations violation will be resolved.

TRUSD Review	HCCS Response	Evidence
Tardiness in responding to the Material Revision requirement	CICA acknowledges that MOU Amendment No. 3 between TRUSD and CICA dated	CICA Material Revision Board Approved

	01/25/24 contains a list of approved sites where TRUSD has agreed to allow CICA to operate. CICA acknowledges operating sites not listed in the MOU Amendment No. 3 and has drafted the CICA material revision with updated sites that clearly shows which sites CICA is currently operating in for both serving students and providing office space for staff. CICA hopes that the material revision will be approved by TRUSD and the issue will be resolved.	09/18/25. HCCTS updated board policy for opening and closing procedures which now includes authorizer approval for the addition of any new site, board approved by HCCTS on 12/02/25 and sent to TRUSD on 12/02/25.
Unable to assert the item is remedied until the Material Revision is reviewed by TRUSD Board of Trustees	HCCTS requested that TRUSD Board of Trustees review the HCCS Material Revision prior to the hearing for the notice of violation, however TRUSD chose to schedule the notice of violation prior to reviewing the material revision. If the material revision is approved, CICA will operate at the new approved locations. As a result, this issue is fully remedied regardless of whether TRUSD agrees to the material revision or compels the charter school to only operate at facilities included in MOU Amendment No. 3.	CICA drafted a detailed plan which outlines how CICA will return from the sites where we are currently serving students back to MOU Amendment No. 3 sites. This was sent to TRUSD on 11/20/25. CICA drafted another detailed plan which shows where and how CICA will close sites between January to June of 2025, consistent with the locations approved in the material revision. This was provided to TRUSD on 12/01/25.

If the Material Revision is not approved, TRUSD would require further actions to cease operations and address ongoing expenses at the locations not listed in the MOU Amendment No. 3.	CICA is committed to aligning with TRUSD for operating only within the approved sites. If TRUSD denies the CICA material revision, HCCS has a plan to return to the CICA locations approved in MOU Amendment No.3. Regardless of which sites are approved by TRUSD, the school is committed to reducing its facilities costs in alignment with its lower enrollment, and has developed a plan to generate significant savings through termination of now unnecessary facilities leases.	

Notice of Violation: Independent Audit Report

HCCTS contracted with Eide Bailly to conduct the 2023–24 audit. While a draft was provided on May 9, 2025 and again on October 10, 2025, the process has been significantly delayed due to a combination of external and internal factors which include:

- Eide Bailly's 2022–23 audit being selected for review by the State Controller, which diverted capacity and slowed the 2023–24 work.
- Errors identified in the draft related to unduplicated pupil counts, which required national-level review and corrections, and
- Additional testing required following the release of the California State Auditor's report, which heightened risk assessments.

TRUSD Review	HCCS Response	Evidence
HCCS provided a draft of the reports on 10/10/25	The delay in providing the independent audit is due to factors outside of HCCTS' control. HCCTS contracted with a vendor approved by the State Controller to produce the audit in a reasonable time frame, and that vendor has not been able to deliver a completed product. As delays have mounted HCCTS has taken every step possible to produce a completed audit. In order to comply to the extent possible, HCCTS has provided TRUSD with two drafts of the audit as supplied by Eide Bailly. On 12/02/25 HCCTS accepted the independent audit produced by Eide Bailly for HCCTS for the 2023-2024 school year.	CICA sent TRUSD a comprehensive list which contained all the communication HCCTS had with Eide Bailly from 2023-2025 CICA sent TRUSD a letter from Eide Bailly regarding State Controller and State Auditor dated 04/17/25. CICA sent TRUSD a legal letter HCCTS had drafted by legal counsel at YM&C which was sent on 9/11/25 demanding Eide Bailly release the audit
Although HCCTS has taken action to resolve the issue, this item remains open until the final audit report is received	HCCTS has now accepted the final audit draft.	HCCTS sent TRUSD Independent State Audit completed by Eide Bailly for HCCTS on 05/09/25. HCCTS sent TRUSD the updated Independent

		State Audit for HCCTS on 10/08/25. HCCTS sent TRUSD Document requests from Eide Baily that were fulfilled by HCCTS.

Notice of Violation: Instructional Minutes

TRUSD Review	CICA Response	Evidence
Pacing guides are unclear	CICA provided TRUSD with pacing guides in the prior year that were developed for Edmentum, the online curriculum previously used at CICA. At the beginning of the 2025-2026 school year, CICA adopted Savvas as the new curriculum. This change took place and was implemented on 08/14/25. Following the implementation of Savvas, CICA provided TRUSD with pacing guides for Savvas on 10/31/25.	CICA sent TRUSD the 2025-2026 Instructional Minutes Report
Unclear how time values are determined	CICA utilizes an assigned work record document that requires teachers to track student assignments and determine the time value of each assignment. Credentialed teachers are required to	CICA sent TRUSD the following items on 10/31/25: Savvas Algebra Pacing

	complete these forms for all students for each learning period. This process accounts for the variability in the time it takes each student to complete the same assignments. For ELLs sometimes students take more time or need additional support, while high performing students take less. Here, teachers utilize a pacing guide and curriculum maps to keep students on track in completing courses, but retain the flexibility required by students who need an independent study model. The assigned work record form was sent to TRUSD on 10/31/2025 along with Savvas pacing guides and curriculum tools.	& Planning Guide Savvas Geometry Pacing & Planning Guide Savvas American Government Pacing & Planning Guide Savvas Curriculum Map Savvas Curriculum Map Grade 9 Savvas Curriculum Map Grade 10 Savvas Biology Pacing & Planning Guide Savvas Chemistry Pacing & Planning Guide Savvas Economics Pacing & Planning Guide Savvas Pre-Algebra Pacing Guide

		Savvas US History Interactive Planning Guide Savvas World History Interactive Planning & Pacing Guide Savvas California Ethnic Studies Teacher Guide Savvas Business Computer Applications Pacing Guide
Unclear as to how the assignments are scored and what method of evaluation was used to show if students are meeting learning objectives	CICA teachers assign work in Savvas which is automatically graded and they also assign work which they must manually grade. CICA teachers are responsible for ensuring that all student work is appropriately graded. All submitted independent study work samples are graded as part of the compliance requirements and CICA's policies. The time value-earned for each student depends on the ability of each student and the certificated teacher's judgment.	CICA sent TRUSD the following items on 10/31/25: CICA Student Work Sample Training Slides CICA Student Work Sample Guidelines CICA Independent Study Compliance training from October 2025

		CICA Student Work Samples CICA Learning Report Example
Multiple concerns with agreements remain. (Not provided in student's language, agreements not clear, etc.)	In the 2024-2025 school year, CICA created master agreements for students in the following languages: ● English ● Russian ● Ukrainian ● Farsi ● Pashto ● Spanish In the 2025-2026 school year, CICA is in the process of drafting master agreements in these additional languages: ● Dari ● Vietnamese ● Mandarin ● Arabic ● Hmong Master agreements will be made available in any additional language as requested by students.	CICA provided TRUSD the following items on 10/31/25: CICA Master Agreement Training CICA Master Agreement in Russian CICA Master Agreement in Ukrainian CICA Master Agreement in Farsi CICA Master Agreement in Pashto CICA Master Agreement in Spanish

Notice of Violation: Teacher Credentialing & Misassignments

TRUSD Review	HCCS Response	Evidence
The monthly assignment monitoring data provides evidence that HCCTS has changed staffing practices and reformed to comply with the law moving forward	CICA is in full compliance with teacher credentialing and reports.	**No additional evidence required because TRUSD found that this issue has been remedied.**
HCCTS staff have become more knowledgeable about credentialing options to ensure compliance	CICA credentialing coordinators have been trained and are working closely with TRUSD, SDCOE, and CTC to ensure full compliance.	
HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing	CICA is committed to teacher credentialing compliance.	

Notice of Violation: Exclusive Partnership Agreement/ Truck Driving Program

HCCTS discontinued the relationships between the truck driving program and outside agencies, including Local 185, Sacramento County Sheriff, and Sacramento Police. These partnerships officially ended on January 14, 2024 and the truck driving program was discontinued on June 30, 2025 for all HCCTS students. At this time, there is no plan in place to bring back the truck driving program.

TRUSD Review	HCCS Response	Evidence
Lack of evidence that proves the partnerships with outside entities were terminated	The CICA truck driving program was discontinued on 06/30/25. There are no partnerships with any outside entities at this time because the program no longer exists. Detailed evidence of this has been provided to TRUSD between December 2024 and November 2025. CICA acknowledges that students not enrolled in a WIOA program were previously enrolled in the truck driving program, but this practice was discontinued in January 2024. The intent of the partnerships were to benefit the wider community and the school through mutually beneficial cooperation, but CICA acknowledges that there should have been an agreement where these participants were registered in CalJobs to avoid a violation of our exclusive partnership. The benefit to the community and the end of the partnership are both demonstrated by the Sacramento County Sheriff's appeal to the former interim Executive Director to not discontinue the partnership. These formal letters and emails were sent to TRUSD.	HCCTS provided TRUSD with a Letter to CICA from Sacramento County Sheriff Jim Cooper dated 01/23/25. HCCTS has provided TRUSD with the Letter to CICA from the Sacramento Police Department requesting that CICA continue the partnership. HCCTS provided TRUSD with the email sent from Sergey Ivanyuk (CICA Truck Driving Coordinator) to the truck driving team regarding the discontinuation of the partnerships with Sacramento Police, Sacramento Sheriff, and Labor Union 185 on 01/15/25. HCCTS provided TRUSD with the email sent from

	Last month, CICA also provided letters to TRUSD from its former partner organizations in which they note the date the partnership was terminated.	Sacramento County Sheriff's Office to HCCTS former Executive Director, Bill McGuire requesting to continue the trucking driving partnership on 01/23/25. HCCTS provided TRUSD with the email sent from Bill McGuire to Stephen Scarrazzo at the Sacramento County Sheriff's Office on 02/01/25 outlining changes CICA is making with partnerships. HCCTS provided TRUSD with a letter from the Sacramento Police Department on 11/06/25 which affirms that the partnership with HCCTS ended in January of 2024.
The CTE Instructor's statements were inconsistent with HCCS's response	HCCS' response is supported by all entities with which it had partnerships as evidenced by their letters. Two of these	All HCCTS truck driving employees from the 2024-2025 school year

	entities are law enforcement agencies. The District is improperly relying on a statement from one former employee over the statement of not just the school, but multiple credible outside agencies who sent the individuals to participate in the truck driving program. HCCS requests that the District re-weigh the evidence in light of the letters provided by outside agencies and consider this issue fully resolved in light of the new evidence.	are no longer employees at HCCTS, so it is not possible for a current instructor's statements to be inconsistent with that of the school. HCCTS provided TRUSD with the former Truck Driving employee Names, roles, and dates of employment.

Notice of Violation: Fiscal Mismanagement San Diego

TRUSD Review	HCCS Response	Evidence
The property has not been sublet	HCCTS terminated the San Diego lease agreement on 11/15/25 and paid the final bill on 11/17/25. These items were sent to TRUSD on 11/18/25.	On 10/26/25, HCCTS sent TRUSD information regarding the San Diego lease agreement that contained the actions taken by HCCTS. HCCTS informed TRUSD that the space was empty, and we

		provided the contract between HCCTS and Newmark real estate agency to show the intention to sublet.
The lease remains in place with expenses ongoing	The lease has been terminated and there are no additional ongoing expenses.	On 11/29/24, HCCTS asked a remote worker living in San Diego to vacate the space where he had been working On 06/03/25, HCCTS disconnected the internet and all utilities On 03/27/25, HCCTS contracted with Newmark to sublet the space in San Diego. On 11/04/25, having no interested parties to sublet, HCCTS requested to terminate the lease agreement for the San Diego location. HCCTS terminated the San Diego lease agreement on 11/15/25

		and paid the final bill on 11/17/25.
The past moneys spent on the expensive property, which was not directly used for HCCTS students has not been addressed or remedied.	CICA has vacated the property. CICA can only attempt to mitigate the financial loss associated with the lease by subletting the property at the most favorable rate it can obtain or terminating the lease to mitigate further losses. CICA attempted first to sublet the property but found that not to be feasible, so it terminated the lease to help mitigate further financial losses. CICA requests that the District find that the charter school has remedied this matter through terminating the lease. The intent of the revocation statute is to bring a charter school into compliance with law and its charter. This has happened here. The law was never intended to be applied in a manner that would effectively require a charter school to be perfect in all of its operations because any issue could later support revocation even after it is corrected.	On 10/31/25 HCCTS met with TRUSD and reviewed the evidence for San Diego. On 11/18/25 HCCTS sent TRUSD the lease termination and final check to show that the lease in San Diego was fully terminated.
	HCCTS has implemented stronger financial controls, including requiring written authorization from the District with an attendant fiscal analysis before presenting any potential site to the HCCTS Board.	On 12/02/25, HCCTS updated BP 7150.5 School Site Opening and Closure Policy, which addresses the process of opening and

		closing sites. This policy ensures that all sites have a benefit to students, and requires a written report analyzing the financial analysis which must be submitted to the school's authorizer prior to opening.

CONCLUSION

CICA has worked diligently to fully address every issue in the Notice of Violation presented by TRUSD. We have remedied all of these issues through board changes, administrator changes, policy changes, procedure changes, staffing changes, staff training, holding staff accountable to implement new policies, and stopping bad fiscal and operational decisions of prior leadership. This has all been part of Building Highlands Back Better. There is still more work to do, but the changes made to date fully remedy the concerns expressed in your notice. We are determined to make you proud of CICA again. Amidst all of these changes, it is important that none of us lose sight of the students served by CICA. There is no program like ours in the community, and a school closure would impact them dramatically. Please carefully consider what this program means to them, how much work we have put in to turn this school around, and how committed the new leadership team is to making this school even better in the years ahead.

California Innovative Career Academy

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

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted December 2, 2025

Preface

California Innovative Career Academy (CICA) respectfully submits this charter petition material revision request to the Twin Rivers Unified School District, seeking to continue the effective work of serving students in the District. This material revision is being submitted as the Charter School is requesting the following changes to the charter:

1. **Updated Number of Sites**
   CICA requests to maintain 14 sites as detailed in Element A.

0. **Updated Credential Qualifications**
   In the 2024-2025 school year, CICA modified credential requirements for teachers based on a May 2025 update from the CTC and additional guidance communicated by TRUSD. This material revision will align the charter document with our commitment to utilize K-12 credentials rather than adult credentials for its teachers.

0. **Proposed Career Technical Education (CTE) Programs for 2025-2026 School Year**
   CICA proposes to operate seven CTE programs in the 2025-2026 school year:
   - Culinary Arts
   - Digital Literacy and Multimedia
   - Early Childhood Education (ECE)
   - Medical Services
   - Microsoft Office Specialist (MOS) Certification
   - Personal Finance
   - Real Estate

0. **Addition of Grade 11**
   CICA proposes to add grade 11 in compliance with guidance from TRUSD.

0. **Addition of CAST and CAASPP Assessments**
   CICA will test students in both CAST and CAASPP based on guidance from the California Department of Education and TRUSD. While these assessments are intended for students in traditional high school programs, and CICA serves adults, HCCTS has implemented this assessment to ensure compliance and accountability in its academic programs.

0. **Enhanced Curriculum for Improved English Learner Support**
   The HCCTS Board has approved the Savvas curriculum for CICA. Implementation has begun with professional development support from Savvas in alignment with Professional Learning Community (PLC) structures.

0. **Lottery Procedures**
CICA respectfully requests approval to update its current lottery procedures to more accurately reflect the Charter School's existing admission practices. While maintaining full compliance with all applicable provisions of the California Education Code, CICA seeks to clarify and enhance its written policies and procedures to ensure greater transparency, accessibility, and alignment with the school's mission of serving adult learners. These updates will streamline the admissions process, reflect current operational structures, and better address the needs of the diverse student population.

With TRUSD's approval, CICA will continue to uphold equitable and compliant admission practices while refining procedures to ensure they are clear, consistent, and supportive of the school's commitment to access and inclusion.

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GLOSSARY

Term	Definition
CICA	California Innovative Career Academy; an adult-serving independent study charter high school.
HCCTS	Highlands Community Charter and Technical Schools; the charter management organization that operates CICA.
TRUSD	Twin Rivers Unified School District; the charter authorizer for CICA.
WIOA	Workforce Innovation and Opportunity Act; federal legislation supporting workforce development programs, which CICA partners with.
SETA	Sacramento Employment and Training Agency; a WIOA-funded partner organization.
CAASPP	California Assessment of Student Performance and Progress; a statewide academic assessment system.
CAST	California Science Test; a science component of the CAASPP suite.
CASAS	Comprehensive Adult Student Assessment Systems; a nationally validated testing system for adult basic education.
COAAP	Civic Objective and Additional Assessment Plan; assessment modules for EL Civics programs, aligned to CASAS.
EL Civics	English Literacy and Civics Education; curriculum combining English acquisition with civic participation.
SBAC	Smarter Balanced Assessment Consortium; standardized tests in ELA and Math included in CAASPP.
Edcite	A digital assessment platform used by CICA for EL Civics, End of Level tests and state testing practice.
Newsela	An online platform providing leveled articles for reading comprehension and critical thinking.
Burlington English	An English language learning platform offering digital and printable content for all levels.
Reading with Relevance	A literacy program using novels to develop reading and social-emotional skills.

ABC English	A foundational English curriculum for beginning learners.
Theme Packets	In-house, theme-based curriculum aligned to CASAS standards for various proficiency levels.
CTE	Career Technical Education; hands-on training in specific career pathways.
DASS	Dashboard Alternative School Status; a CDE accountability model for alternative schools like CICA.
SOP	Standard Operating Procedure; internal guidelines, such as those for attendance.
LCAP	Local Control and Accountability Plan; a planning and accountability tool required by the state.
CALPADS	California Longitudinal Pupil Achievement Data System; state reporting system for student-level data.
Great Hall	A collaborative platform at CICA where educators share curriculum resources.
ELPAC	English Language Proficiency Assessments for California; not used at CICA because it serves only adult learners.
ADEL	Adult English Language Learner; CICA's designation for adult English learners, not assessed by ELPAC.
SELPA	Special Education Local Plan Area; CICA remains a "school of the district" for special education purposes rather than joining a SELPA.
SDAIE	Specially Designed Academic Instruction in English; strategies for teaching academic content to English learners.
CCSS	Common Core State Standards; academic content standards adopted by California.
ESSA	Every Student Succeeds Act; federal law governing K-12 public education.
ESEA	Elementary and Secondary Education Act; federal legislation reauthorized by ESSA.
FERPA	Family Educational Rights and Privacy Act; federal law protecting student education records.

Ralph M. Brown Act	California law ensuring public access to meetings of local government bodies.
CAEP	California Adult Education Program; not the model used at CICA, which provides more extensive support.
NRS	National Reporting System; the federal accountability system for adult education programs.
GOALS 2	CASAS Math and Reading assessments for higher-level learners in the HS program.
ABC (College)	Advanced Beauty College; a discontinued external CTE partner.
Unitek College	A former CTE partner offering medical assistant training (now discontinued).
Federico	A discontinued CTE partner offering cosmetology and barbering training.
MIXED Institute	An external CTE partner offering cosmetology-related training.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I, hereby certify that the information submitted in this application for California Innovative Career Academy, located within the boundaries and authority limits of the Twin Rivers Unified School District, is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school. California Innovative Career Academy (also referred to herein as "CICA" and "Charter School") shall:

- California Innovative Career Academy will commence services prior to September 30, 2019. The target date for the beginning of instruction is July 8, 2019: which will ensure compliance with Education Code § 47652(c).
- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605 (e)(1).)
- Not charge tuition. (Ed. Code § 47605 (e)(1).)
- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(e)(1); Ed. Code § 220.)]
- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(e)(2)(A).) unless CICA receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to CICA shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of CICA in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School's capacity. Preference shall be extended to pupils currently attending Charter School. (Ed. Code § 47605 (d) (2) (B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed. Code § 47605(e)(3).)
- Encourage parental involvement, but shall notify the parents and guardians of applicant pupils

and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. (Ed. Code §47605(n).)

- The Charter School shall adhere to each of the conditions in Education Code § 47605(e)(4)(A)-(D), including: (A) not discouraging any student from enrolling, or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code § 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. (Ed. Code § 47605(e)(4)(A)-(D)]
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code § 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non- charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's students and teachers regarding the school's educational programs. (Ed. Code § 47605(d)(2).)
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Individuals with Disabilities in Education Improvement Act of 2004.
- Meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary.
- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. (Ed Code § 47605(l)(1).)
- At all times maintain all necessary and appropriate insurance coverage.
- For each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Ed. Code § 47612.5(a)(1)(A)-(D).
- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.
- On a regular basis, consult with Charter Schools students, parents and teachers regarding the school's education programs. (Ed. Code § 47605(d)(2).)
- Comply with any applicable jurisdictional limitations to locations of its facilities.
- Comply with all laws establishing the minimum and maximum age for public school

enrollment.

- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- Comply with the Brown Act and the Public Records Act.
- Comply with the Family Educational Rights and Privacy Act.
- Comply with Government Code Section 1090, et seq., as set forth in Ed. Code §47604.1.
- Comply with the Political Reform Act, Government Code Section 81000, et seq.
- Meet or exceed the legally required minimum of school days. (Title 5 California Code of Regulations § 11960.)



9/26/2025

_____ _____

Jonathan Raymond for CICA — Date

1111 Howe Ave., Suite 540

Sacramento, CA 95838

(916) 844-2283

Element A: The Educational Program

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

In accordance with California Education Code § 47605.1(f) and 47612.1, all instruction with CICA will be provided exclusively in partnership with a WIOA-funded organization, or other legally allowed exclusive partnership. CICA currently has a Memorandum of Understanding with the Sacramento Employment and Training Agency (SETA), the workforce development board for Sacramento County. Adult students who meet the terms of the partnership agreement and statutory requirements may be served by CICA.

Education Program Overview
Highlands Community Charter and Technical Schools (Highlands) is one of California's largest public charter organizations dedicated to second-chance learners. Highlands operates two public charter high schools for second-chance learners: Highlands Community Charter School (HCCS), a classroom-based program established in 2014, and California Innovative Career Academy (CICA), an independent study school founded in 2019. Both schools provide adults with the opportunity to earn a high school diploma while building workforce skills and career pathways.

The need for this type of charter school is immense. More than four million adults in California have not completed high school, yet tuition-free options for returning learners remain scarce. Highlands fills this critical gap with a model that not only transforms individual students, but also strengthens families and uplifts entire communities. California cannot afford to leave millions of adults without a diploma and a workforce pathway—and Highlands exists to ensure that doesn't happen. Our model is creating generational change while directly fueling the state's workforce pipeline.

California Innovative Career Academy

California Innovative Career Academy (CICA) is one of Highland's two charter school programs. CICA provides a flexible independent study model designed for adults.

CICA serves:

- Adults aged 22 years old and older without a US high school diploma
- Parents who left school early to raise children
- Adults rebuilding after involvement with the justice system
- Immigrants and refugees seeking to learn English
- Working adults who left school for economic reasons

Reflecting Sacramento's international diversity, CICA enrolls students from dozens of countries and language groups, including large communities from Afghanistan, Ukraine, Russia, Mexico, and

Vietnam. Students engage in individualized learning plans, meet regularly with teachers, and access in-person and online support designed around their schedules, languages, and goals. Instruction integrates English language development, diploma completion, and career training so that multilingual learners can strengthen academic and workforce skills simultaneously.

Mission and Vision Statement
CICA is a diverse community for social justice, serving the underserved, providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, CICA builds new legacies leading to self-sufficiency and generational change.

Vision
The vision of CICA is to eradicate educational inequality and promote workforce success.

Educational Philosophy
CICA believes the biggest challenge of the 21st century has been, and will continue to be, ensuring that all people have the opportunity to obtain the skills and knowledge necessary for sustainable living wage jobs. To meet this challenge in a constantly changing technological, academic, and professional environment, students must:

- Become self-motivated, competent, and lifelong learners.
- Build academic, workforce, and social-emotional skills.
- Engage in flexible, student-centered instruction tailored to individual needs.

CICA affirms that a well-educated person must not only demonstrate strong academic proficiency but also be equipped with the habits of mind and adaptability required to navigate an evolving global economy. Lifelong learning, problem-solving, and creative thinking are essential for building opportunity and transforming talent into true skill. These qualities enable students to contribute meaningfully to their communities and pursue personal and professional success. While CICA is committed to offering the same broad course of study to all students, it is grounded in the knowledge that flexible instruction tailored to meet the needs of individuals is essential to achieving positive outcomes for the diverse population it serves.

Impact

CICA is demonstrating measurable impact:

- **Graduation:** Nearly 580 students graduated from CICA in 2024–25 alone.
- **Employment:** More than half (53%) of HCCTS graduates reported jobs averaging above $20/hour, and 40% pursued college.
- **Career pipeline:** One in four graduates at HCCTS completed a CTE program in fields like health care, transportation, IT, and skilled trades. In the 2024-2025 school year 370 students visited the Center for Workforce Solutions a total of 622 times.
- **Family transformation:** Parents returning to school model persistence and achievement for their children, breaking intergenerational cycles of poverty.
- **Justice and opportunity:** To date, Highlands has facilitated 24 expungements, helping returning citizens reenter the workforce with stability and dignity.

Student Population

CICA serves a uniquely diverse student population, with the majority being immigrants and
Below you will find a table that shows all the locations where CICA teachers and staff are refugees. Some students arrive with advanced degrees from their home countries, having worked as engineers, teachers, or medical professionals. Others come with little or no formal education and are just beginning to learn to read, write, or speak English. Our model is designed to honor this full spectrum of lived experience—meeting students where they are and supporting them in reaching their goals.

CICA welcomes all adult learners over the age of 22, admitting students based on available capacity and through lottery procedures. At its core, the school is guided by the belief that every student—regardless of their starting point—deserves access to a high-quality education, a pathway to a brighter future, and the unwavering support of a community that sees and nurtures their potential.

CICA Locations where instructors meet for in-person engagement with students:

CICA Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address

Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

Leadership
In July 2025, CICA entered a new era of reform and renewal under the leadership of Executive Director Jonathan Raymond, a former superintendent of Sacramento City Unified School District. With a sharpened focus on transparency, equity, and academic rigor, we are reimagining what second-chance education can be in California.

Our goal is to build back better with integrity, urgency, and a deep commitment to putting students first in every decision. We are raising standards across the board: ensuring every classroom has a credentialed teacher, implementing clear policies for fiscal responsibility, lowering class sizes, implementing a rigorous and standards-aligned curriculum, adjusting the bell schedules to expand professional learning for teachers, and broadening access to career training aligned with California's and Sacramento's workforce needs.

While the school is currently operating with fewer staff and reduced enrollment due to recent layoffs, the reforms now underway are deep and structural. Each initiative reflects our commitment to rebuilding a school system that delivers on its promise to students, families, and the public.

Executive Leadership
The Executive Leadership at CICA provides high-quality leadership to create and sustain a meaningful learning environment that supports student academic progress. Under the direction of the Board, the Cabinet—comprising the Executive Director, Chief Academic Officer, Chief Operating Officer and Chief Business Officer—develops, implements, and evaluates key school systems and processes, including academic, human resources, finances, assessment, facilities, and accountability. Job descriptions and qualifications for each role are outlined below.

Leadership Team

Jonathan Raymond, Executive Director
Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic, investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform,

and the early stages of a statewide shift toward equity-driven education.
Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most underserved schools into high-performing campuses — all while navigating one of the toughest fiscal climates in California history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, and holds a JD from George Mason University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Ph.D., Deputy Director/Chief Operating Officer
Teresa is a seasoned systems-level leader with over three decades of experience transforming education through strategy, accountability, and innovation. She has served as Chief of Staff and Chief Accountability Officer, bringing clarity, alignment, and execution to large-scale organizational priorities. Holding a Ph.D. from the University of Illinois, Chicago, Teresa's career spans the full spectrum of education—from PreK–12 classrooms to community colleges and universities—where she has excelled as a teacher, administrator, and author of mathematics curricula.

Her leadership portfolio includes extensive executive-level district administration, where she has shaped policy, accountability systems, and instructional improvement at scale. Beyond the district level, Teresa has advanced research and development efforts for non-profits, the Riverside County Office of Education, and the Stuart Foundation, where she co-developed an organizational health review now used to strengthen institutional performance.

Across every role, Teresa has been recognized for her ability to integrate research, practice, and policy into sustainable systems that drive student achievement and organizational excellence.

Eric Chapman, Deputy Director/Chief Academic Officer
Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within the Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership has focused on building systems that foster

equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Matthew Lemos, Chief Business Officer
Matthew Lemos brings more than two decades of leadership experience in finance, operations, and team management across both the education and hospitality sectors. He began his career in the gaming industry, serving as a floor supervisor, pit manager, and head trainer, where he developed expertise in staff development, customer service, and process improvement. Transitioning to the nonprofit and education fields, Matthew has spent the past six years directing financial services for charter schools in California and Nevada. He has overseen multimillion-dollar budgets, compliance with state and federal regulations, and the development of policies and systems that ensure fiscal stability and operational excellence.

Matthew currently serves as Chief Business Official for Highlands Community Charter and Technical Schools, where he provides strategic leadership in finance, operations, and risk management to support the school's mission of preparing career-ready graduates. Known for his strong communication skills, ethical leadership, and collaborative approach, he is dedicated to building sustainable systems that strengthen schools and expand opportunities for students and staff alike.

Bindy Grewal, Ed.D., Director of Human Resources
Bindy Grewal is an accomplished educational leader and huma[2]n resources executive with more than three decades of experience serving California public schools. She holds an Ed.D. in Educational Administration and Foundations from the University of the Pacific and a Master's in Educational Leadership from California State University, East Bay. Over the course of her distinguished career, she has held roles spanning classroom teaching, school administration, district leadership, and senior -level human resources management.

Bindy most recently served as the Assistant Superintendent for Elk Grove Unified School District, where she oversaw 43 schools serving more than 30,000 students. In this role, she provided strategic leadership as part of the Superintendent's Cabinet, guided principals and directors, managed complex operational and instructional systems across multiple school calendars, and played a key role in districtwide initiatives including COVID-19 distance-learning transitions, school closures during environmental crises, early learning program enhancements, and major facilities planning. She was also an active member of the district bargaining team, addressing negotiations, compliance matters, and board-level issues with professionalism and clarity.

Prior to her executive leadership role, Dr. Grewal served as Director of Certificated Human Resources, where she led all aspects of certificated HR operations, including recruitment, employee relations, policy interpretation, staffing, investigations, and labor compliance. Her earlier administrative career included serving as a principal for nine years, earning the California Distinguished School Award, and as a vice principal for four years, where she strengthened school cultures, improved academic performance, and supervised comprehensive instructional programs.

Melissa Roberson, Director of Accountability and Assessment
Melissa Roberson is the Director of Accountability and Assessment, bringing over a decade of experience in education with a strong foundation in teaching, leadership, and data-driven decision-making. She earned her Master's degree from the University of Southern California in 2016 and went on to serve as a principal for five years, where she championed student outcomes and teacher growth. With a background as an experienced ELD and ESL teacher, Melissa has deep expertise in instructional strategies and supporting English learners. In her current role, she oversees WASC accreditation, state reporting, and manages the relationship with the Twin Rivers Unified School District, ensuring compliance and alignment with school goals. Known for her integrity, student-centered approach, and sharp focus on data, Melissa is dedicated to building systems that elevate teaching and learning for all students.

Mayra Valdivia, Interim Director of Student Services
Mayra Valdivia is an educator and administrator dedicated to advancing student success through strategic leadership, community partnership, and program development. She began her career as a high school counselor, supporting students' academic, social-emotional, and career growth, and later served as Lead ELD Counselor, directing programs that expanded services for English learners. She went on to serve as Director of Student Services and Assistant Deputy Director at Highlands Community Charter and Technical Schools, overseeing counseling, student support, and departmental operations while strengthening community partnerships. In 2024, she was appointed Deputy Director of School Services, where she supervises directors, guides program implementation, and represents the organization in legislative and community settings to advocate for policies benefiting students and families. Mayra holds a Master of Science in School Counseling from California State University, Sacramento, and earned her Preliminary Administrative Services Credential in 2024. She has also completed leadership and charter school business officer training through the Charter Schools Development Center. Fluent in English and Spanish, she is a strong advocate for equity and access, committed to expanding opportunities for diverse student populations. Mayra Valdivia currently serves as Interim Director of Student Services.

Student Challenges and Needs
CICA incorporates several innovative features throughout its programming, anchored by a few distinct approaches that set it apart from other local schools and allow it to serve the whole student. CICA serves adult learners balancing complex lives. Many students juggle employment, family care, and basic needs, often without reliable transportation, devices, internet, or childcare – limiting the time they can devote to school.

Trauma and Life Experiences
A significant number of students have experienced displacement, poverty, homelessness, addiction, or justice-system involvement. Students who have experienced incarceration face additional barriers to re-entry and benefit from CICA's targeted academic and social-emotional supports.

Basic Needs
Many students lack access to fundamental necessities, including food, appropriate clothing, school supplies, and stable housing. Refugee and immigrant students also navigate new cultural norms and technology while building English proficiency and seeking employment.

Student Goals and Motivations

Students enroll with interconnected goals: improving English proficiency, earning a long deferred high school diploma, developing career skills, supporting their families, and engaging more fully in their communities. For many, the diploma is both a dream realized and a gateway to economic stability and higher education. CICA recognizes that academic achievement must be pursued alongside students' broader life goals, creating pathways that honor both educational attainment and personal aspirations.

Characteristics of an Educated Person in the 21st Century

CICA defines an educated person in the 21st century as someone who:

- Masters core academics (English, mathematics, science, history/social science) and communicates effectively in English in college and workplace settings.
- Thinks critically and acts independently, applying problem-solving in academic and professional contexts.
- Collaborates and contributes, practicing empathy, constructive communication, and conflict resolution in diverse, multi-age, multicultural classrooms.
- Engages as a global citizen, understanding democratic principles and social, political, and environmental issues, and participating respectfully across cultures.
- Is digitally fluent, using technology confidently for learning, work, and civic life.
- Balances well-being, developing habits that sustain healthy, productive lives across family, work, and community.

Our students seek understanding and peace within multi-age, multicultural classrooms and respect the rights of others to do the same. We support students in developing personal habits for a healthy lifestyle—balancing academics, leisure, work, family, and community. Students who have limited access to technology learn to use digital tools for increased success in school, work, and civic life.

Our students are scholars who build proficiency in English, Mathematics, Science, and Social Studies/History. As members of the California community, they communicate effectively and contribute to the world around them. They are prepared to meet the expectations of college classrooms and to engage thoughtfully with new ideas.

Our students are community members who collaborate with others, contribute to projects, and manage and resolve conflicts using the communication tools learned in our classrooms. They are motivated to provide meaningful service and to apply their developing talents in real settings. We send our students into the workforce confident in the communication, collaboration, and competency they have developed.

Our students are citizens of the world who understand the foundations of constitutional democracy, the rights and responsibilities of all, and the importance of staying informed about political, social, and environmental issues. By learning together in diverse classrooms and on our campuses, students deepen their understanding of other political, social, and cultural systems and practice peaceful coexistence.

Our students are members of an increasingly technical and information-based world and are competent,

comfortable users of a wide range of technologies. They view technology as an integral part of learning and life and remain open to new tools and approaches as they emerge.

Core Beliefs

CICA supports all adult learners 22 and older to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our instructional design, student support systems, and organizational culture.

CICA's instructional model is grounded in three beliefs that reflect the complexity and humanity of adult learning:

Learning Happens Within the Contexts of Safe and Trusting Relationships
Adult learners, particularly those who have experienced educational trauma or systemic barriers, require learning environments that prioritize psychological safety alongside academic rigor. Trust is not a luxury in adult education—it is a prerequisite for the kind of vulnerable, transformative learning that leads to lasting change.

- **Trauma-Informed Educational Practices.** Many of our students carry the impacts of various forms of trauma, including displacement or systemic oppression. Our approach recognizes that trauma affects learning by impacting memory, concentration, and the ability to take academic risks. We create predictable, supportive environments where students can rebuild their relationship with learning in contexts that feel safe and affirming.
- **Relational Pedagogy.** We understand that learning is fundamentally relational. Students are more likely to engage in challenging academic work when they feel seen, known, and valued by their instructors and peers. Our educators invest time in building authentic relationships with students, learning about their goals, interests, and concerns. This relational foundation allows for the kind of honest feedback and academic push that leads to growth.
- **Community Building and Peer Support.** We intentionally cultivate learning communities where students support each other's growth and success. This includes structured opportunities for peer collaboration, study groups, and mentoring relationships.

Instruction Meets Students Where They Are
Meeting students where they are is more than an instructional strategy—it is a fundamental stance that honors the diverse pathways that bring adult learners to our doors. Our students arrive with varying levels of formal education, different cultural approaches to learning, and unique combinations of strengths and areas for growth. This reality requires us to move beyond one-size-fits-all approaches toward responsive teaching that builds on what students already know and can do.

- **Support for students with interrupted or inconsistent formal education (SIFE).** We pair intensive foundational skill-building with access to grade-level content, explicitly teaching academic literacy (how to use texts, take notes, discuss, and present) while maintaining high expectations.

- **Asset-based assessment and design.** We start from each learner's full profile—schooling, work, community, and self-directed learning—to connect new knowledge to existing strengths.
- **Flexible pathways**. Multiple routes, paces, and modalities; choice in demonstrating learning; supports that fit adult schedules.
- **Responsive teaching.** Ongoing formative assessment drives just-in-time re-teaching or acceleration (see Professional Development for PD structures).
- **Cultural and linguistic responsiveness.** We leverage what students know—and how they know it—to make rigorous content accessible.

Adults Learn Best With Agency and Relevance.
Every student develops an Individual Learning Plan (ILP) that names short- and long-term goals (education, work, family). During orientation, students learn pathways and requirements so they can make informed choices. Teachers and counselors help students write SMART goals, map required credits/certifications, and identify supports. Progress is revisited in regular check-ins using simple dashboards/trackers, and students complete brief reflections to build the metacognitive habits that sustain lifelong learning.

- **Choice and Flexibility in Learning.** Adult learners thrive when they have options in how they engage with content and demonstrate their learning. We provide multiple ways for students to explore topics of interest, pursue individual research projects, and showcase their growing knowledge and skills.
- **Real-World Connections and Application.** Learning feels most relevant when students can see immediate applications to their lives and goals. The curriculum we use has many opportunities to connect academic content to contemporary issues, workplace skills, and community engagement opportunities. Students might analyze historical patterns to understand current social issues or conduct scientific investigations related to health or environmental concerns in their communities.
- **Career and College Integration.** We explicitly connect academic learning to students' career and college goals, helping them understand how the skills they're developing will serve them in future educational and professional contexts. This includes developing academic habits of mind, communication skills, and critical thinking abilities that transfer across contexts.
- **Student Voice and Feedback.** Students have regular opportunities to provide feedback about their learning experiences and suggest improvements to courses and programs. Please see the student survey section below for more detailed information. We view students as partners in the educational process, recognizing that their insights about what supports their learning are essential for continuous improvement. This feedback loop helps students develop advocacy skills while ensuring our programs remain responsive to their needs.
- **Ownership of Learning Outcomes.** We support students in developing the ability to assess their own learning and set goals for improvement. This includes teaching students to use rubrics, reflect on their growth over time, and identify specific strategies that support their success.

These three foundational beliefs work together to create learning environments where adult students can achieve their educational goals while developing the skills, knowledge, and confidence they need for

continued success in their academic, professional, and civic lives.

CICA supports all adult learners to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our instructional design, student support systems, and organizational culture.

Mental Health and Wraparound Services
We recognize that academic success is interconnected with students' overall well-being. Our support systems include connections to mental health resources, basic needs support, and advocacy services that address the systemic barriers our students face. We work in partnership with community organizations to provide comprehensive support that allows students to focus on their learning.

Addressing the Social-Emotional Impacts of Educational Interruption

Students with interrupted formal education often experience complex emotions related to their academic journey, including shame about gaps in their knowledge, anxiety about academic performance, or frustration with the pace of progress. We create learning environments that normalize diverse educational pathways and celebrate the varied forms of knowledge students bring.

Supporting Students with Interrupted or Inconsistent Formal Education (SIFE)

A significant portion of our student population has experienced interruptions in their formal schooling due to migration, economic necessity, political instability, or family circumstances. These students bring rich life experiences and often sophisticated problem-solving skills, yet they may have gaps in traditional academic content or unfamiliarity with formal educational expectations. We reject deficit-based approaches that focus on what these students lack, instead building comprehensive support systems that honor their strengths while addressing their specific learning needs.

Our approach to supporting SIFE students includes intensive foundational skill development alongside grade-level content engagement, recognizing that these students need both remediation and acceleration. We provide explicit instruction in academic literacy skills—including how to navigate textbooks, online curricula resources, take notes, and engage in classroom discussions—while maintaining high expectations for critical thinking and complex problem-solving.

Asset-Based Assessment and Instructional Design

We begin by understanding each student's full educational profile, including formal schooling, work experience, community involvement, and self-directed learning. This comprehensive view allows us to design learning experiences that connect new knowledge to existing understanding while addressing genuine learning needs. Rather than focusing on deficits, we identify the multiple entry points through which students can engage with rigorous academic content.

Flexible Pathways and Differentiated Support

Meeting students where they are means creating multiple pathways through our curriculum that allow

for different paces, learning styles, and life circumstances. Our new curriculum, which covers all disciplines, allows teachers to alter the reading level of the text to meet the student at their level and provide translated background text and videos that build background knowledge to enhance ELLs' access to the core grade-level curriculum and the grade 9-12 California State Standards. This includes offering content in various modalities, providing choice in how students demonstrate their learning, and designing support systems that accommodate working adults with family responsibilities and other commitments.

Diagnostic and Responsive Teaching

Our teachers continuously gather information about student understanding and adjust instruction accordingly. This goes beyond initial placement to include ongoing formative assessment that reveals how students are making sense of new concepts and where additional support or challenge is needed. We create learning environments where struggle is normalized as part of the learning process, and where students receive the specific feedback they need to move forward. See more about this in the professional development section.

Cultural and Linguistic Responsiveness

Meeting students where they are requires a deep understanding of the cultural frameworks and prior educational experiences that shape how students approach learning. We work to understand not just what students know, but how they know it—the cultural tools and ways of thinking they bring that can be leveraged for new learning.

Self-Directed Learning and Goal Setting

We work with students to identify their short-term and long-term goals and help them understand how their coursework connects to these aspirations. This begins in orientation, where they learn the pathways and requirements so that students can make informed decisions about their academic path. Students participate in setting their own learning objectives within the framework of academic standards, and they regularly reflect on their progress toward these goals. This self-direction increases engagement and helps students develop the metacognitive skills essential for lifelong learning.

Foundational Research and Theories Supporting Our Approach

The instructional strategies employed at CICA are fully congruent with the pedagogical design and theoretical underpinnings of the Savvas curriculum. This alignment is operationalized through a coherent language development pathway, an integrated system of academic and linguistic support, and the deliberate application of empirically grounded second-language acquisition frameworks. Collectively, these elements ensure that English Learners acquire the linguistic competencies necessary to engage meaningfully with the standards-based Savvas instructional sequence.

Savvas provides a rigorous, standards-aligned curriculum with embedded language support intended to promote equitable access to grade-level content. CICA extends this foundation by implementing designated and integrated language development structures that supply the additional scaffolding required for emerging bilingual learners. Instructional delivery is anchored in Content-Based Instruction,

explicit literacy development, and structured reading and writing support, all of which are consistent with the instructional routines, text complexities, and cognitive demands embedded within the Savvas program.

Educators systematically assess student language proficiency, academic readiness, and individual learning profiles to differentiate instruction within the Savvas framework. This diagnostic approach ensures that English Learners can access, process, and demonstrate mastery of rigorous academic content while developing the academic discourse and literacy skills essential for secondary coursework. When combined with a coherent language development pathway, and the school's comprehensive support systems, these strategies cultivate the academic language confidence, and disciplinary knowledge required for students to progress through Savvas-aligned high school coursework, meet graduation requirements, and transition successfully to postsecondary coursework.

Adult Education Learning Theories

CICA applies research-based adult learning theories to design educational programs that recognize adult students have different needs than traditional K-12 students. The school incorporates adult learning theories, differentiated instruction, and student-centered approaches to meet diverse learner needs. Malcolm Knowles' foundational research (1980) identifies key differences between adult and child learners: adults are self-directed, bring rich life experiences, are problem-oriented, and are motivated by internal factors. Patricia Cross (1981) emphasizes that adult learners are typically voluntary participants who may feel insecure about learning but are motivated to solve real-world problems. Cross identifies multiple motivation sources including personal achievement, social factors, and career advancement.

Sociocultural Theories

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

Differentiated Instruction

Each student arrives at a different level, with unique learning styles, interests, and abilities. Recognizing this diversity, differentiated instruction is utilized to ensure the needs of all students are met. Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet

the needs of students with special educational needs, English language learners, and students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues, and each student has different expectations based on learning styles and abilities. According to the U.S. Department of Education's Literacy Information and Communication System (2012), the design is intended to engage students at a range of different levels with various learning styles and to make learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exist in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, teachers must understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005).

Content-Based Instruction (CBI)

CBI is particularly critical for high school English Language Learners because it addresses the dual challenge of mastering academic content while developing the academic language skills essential for school success. By embedding language development within meaningful content learning, CBI creates authentic contexts for language use, builds subject-specific vocabulary, and prepares students for college-level coursework. Research shows this empowering approach encourages learners to become independent, continuing their language development beyond the classroom while simultaneously meeting rigorous academic standards required for high school graduation and post-secondary success.

For students developing foundational language skills such as reading and writing, context plays a critical role in supporting both language and literacy development. Content-Based Instruction (CBI) provides context-rich materials through the curriculum, offering meaningful opportunities for students to build language skills while engaging with relevant academic topics. One of the most critical challenges we face is the persistent and widening vocabulary gap, which can significantly impact the academic progress of learners across all age groups. CBI addresses this challenge.

Supporting our English Learner Population

CICA serves a population of older English learners who are not eligible for the English Language Proficiency Assessments for California (ELPAC) nor appear in the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI).[1] Almost all of the students at CICA are classified in CALPADS as adult English Language Learners or ADELs. CICA goes to great lengths to serve the needs of our English Language Learners.

Language learning for adults can differ from traditional models of education. It is deeply personal work that builds on the rich linguistic and cultural assets that students bring with them. Because compulsory education requirements do not apply to adult students, myriad factors constantly pull them away from their educational goals. Our approach to supporting English Language Learners recognizes that language acquisition happens most effectively when it is meaningful, relevant, and connected to students' lived experiences and goals.

At CICA, we understand that our students are not empty vessels waiting to be filled with English. They

[1] Education Code section 306, section (a), defines "English learner" for ELPAC and ELPI requirements by incorporating the definition of 20 U.S.C. 7801 (20)(A), i.e. "the term 'English learner', when used with respect to an individual, means an individual who is aged 3 through 21."

are accomplished individuals who have navigated complex systems, often in multiple languages, and bring sophisticated problem-solving skills and cultural knowledge that enrich our entire learning community. Our role is to create learning environments where students can leverage these strengths while building academic and professional English proficiency.

Our approach to English language learning is grounded in several research-informed principles that guide our instructional design and student support:

California Innovative Career Academy is transitioning towards offering traditional A–G pathways. The independent-study model is intentionally designed to provide adult learners, including English Learners, with an accessible, research-informed pathway to meeting high school graduation requirements and achieving academic readiness. Our instructional framework draws from adult learning theory, sociocultural perspectives, differentiated instruction, and content-based language development to ensure that language and content learning are mutually reinforcing. Consistent with research demonstrating that students acquire language most effectively when it is embedded in meaningful, content-rich experiences, our program integrates academic English development with standards-aligned coursework through intentional scaffolding, structured reading and writing supports, vocabulary development, and teacher-guided learning within each student's Zone of Proximal Development. Within this design, students' home languages are treated as cognitive and cultural assets. Translanguaging practices are encouraged as students draw from their full linguistic repertoires, and their prior life experiences, motivation, and goal orientation are leveraged to accelerate access to academically rigorous material. This integrated model ensures that English Learners develop the linguistic, academic, and cognitive foundation necessary to successfully engage in high school–level coursework within the independent-study setting.

Building on this foundation, our coherent language development pathway provides a structured and research-aligned entry point for adult English Learners who are at the beginning stages of English acquisition, including newcomer students, students with interrupted formal education, and those with limited or no prior schooling. Our onramp for newcomers pairs a designated English Language Development course (English for Work and Life) with an English Language Arts course, ensuring coherent progression across both language acquisition and literacy development. Students may also enroll in additional courses across the HCCTS program, allowing them to build academic readiness while progressing toward high school graduation requirements. All courses use state-adopted, standards-based instructional materials and supplemental resources to ensure alignment with California's academic expectations and to provide students with exposure to rich, grade-level content appropriately scaffolded for their language level.

The instructional design of the coherent language development pathway is anchored by three core courses that work in concert to support language growth and academic engagement. English as a Second Language (ESL) provides targeted support for foundational listening, speaking, reading, and writing skills within real-world, functional contexts. These courses explicitly support cultural integration, early literacy development, and the acquisition of communicative confidence essential for both academic and community life. English for Work and Life (EFWL/ELD) offers a multi-level, inclusive structure where

students at varying proficiency levels develop practical communication skills required for personal, academic, and workplace settings. Emphasizing functional vocabulary, grammar, digital literacy, and real-life tasks, EFWL equips students with tools to navigate modern communication demands while benefiting from collaborative, peer-supported learning. English 9, using Savvas myPerspectives, introduces students to diverse literary and informational texts through close reading, discussion, and analytical writing. This course strengthens academic vocabulary, textual analysis, composition skills, and the capacity to produce narrative, argumentative, and expository writing. Together, these courses form an integrated and coherent sequence that ensures adult English Learners access rigorous, standards-aligned instruction while receiving the linguistic scaffolding necessary to thrive within the CICA independent-study model.

Language and Content Learning Are Interconnected.
Research consistently shows that students learn language most effectively when it is embedded in meaningful, content-rich contexts (see CBI explanation above). Our integrated approach ensures that students are simultaneously building language skills and engaging with rigorous, standards-aligned academic material relevant to their goals.

Students' Home Languages Are Resources, Not Barriers.
Multilingualism is an asset that enhances cognitive flexibility and cross-cultural communication skills. We create space for students to use their full linguistic repertoire as they build English proficiency, recognizing that translanguaging—the fluid use of multiple languages—is a natural and effective learning strategy. We also believe that our students bring life experience, motivation, and clear goals that can accelerate their learning when properly supported.

Language Assessment Upon Enrollment

As a WIOA partner, CICA assesses all students during the admissions process and monitors their progress through CASAS testing. The first assessment, administered during registration, is the placement exam, which evaluates students' reading, writing, listening, speaking, and grammar skills. This exam is scored with an internally developed rubric.

During orientation, students also complete CASAS reading and listening assessments. CASAS provides standardized progress testing designed to measure learning along a continuum, from beginning literacy and English language acquisition through the completion of secondary-level skills. Several test series monitor student progress, with difficulty levels ranging from below Level A through Level E. Administering CASAS at enrollment establishes a baseline, followed by post-testing after 70–100 hours of instruction to track student progress over time.

If a teacher determines that a placement is inaccurate, a reassessment may be requested. If the reassessment results in a different level placement, the placement team updates the student's record in PowerSchool and informs the teacher of the revised placement.

The placement rubric is updated annually based on teacher and student feedback. Updates are shared with the curriculum team to confirm alignment with CICA level objectives. Any additional feedback is

integrated before the rubric is finalized for use in the upcoming school year.

Reclassification
CICA serves English Language learners who must be designated in CALPADS as Adult English Language Learners (ADEL). ADEL students do not participate in ELPAC testing and do not appear as English Language learners on the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). We track and report ESL advancement as determined by CASAS testing.

Enrollment
CICA's enrollment continually increased from its establishment in 2019 through the 2024-2025 school year. While interest in enrollment remains sky-high, CICA expects to see a flattening or potential decrease in enrollment this year due to compliance with newly clarified requirements for credentialing and class-size ratios. CICA's commitment to continuous improvement has required updates to enrollment policies and procedures that have temporarily reduced its total enrollment capacity for the 2025-2026 school year.

Five-Year Enrollment Rollout Plan
As of September 2025, CICA has 900 students enrolled and will implement a steady, sustainable growth plan over the next five fiscal years. CICA is in the process of reviewing teacher case loads and enrollment in order to enroll more students at CICA to meet the expected enrollment of 1500. Growth will remain aligned with the school's capacity to hire and develop additional K-12 credentialed teachers. The planned five-year enrollment rollout is as follows:

Academic Year	Students enrolled
2025-2026	1,500
2026-2027	1,650
2027-2028	1,815
2028-2029	1,997
2029-2030	2,196

- Enrollment Caps: Each class will have an enrollment cap of 25:1 to ensure compliance with Independent Study requirements under Education Code section 51745.6, subdivision (d).
- Monitoring and Rebalancing: CICA Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.

California Innovative Career Academy has developed a proactive and capacity aligned staffing plan to ensure that enrollment growth remains sustainable even in the event of hiring challenges. As of September 2025, CICA serves 900 students and is preparing to scale to 1,500 students in 2025–2026, with steady growth projected through 2,196 students by 2029–2030. Address potential hiring issues, CICA has already built a strong applicant pipeline, with 88 current applicants for instructional positions

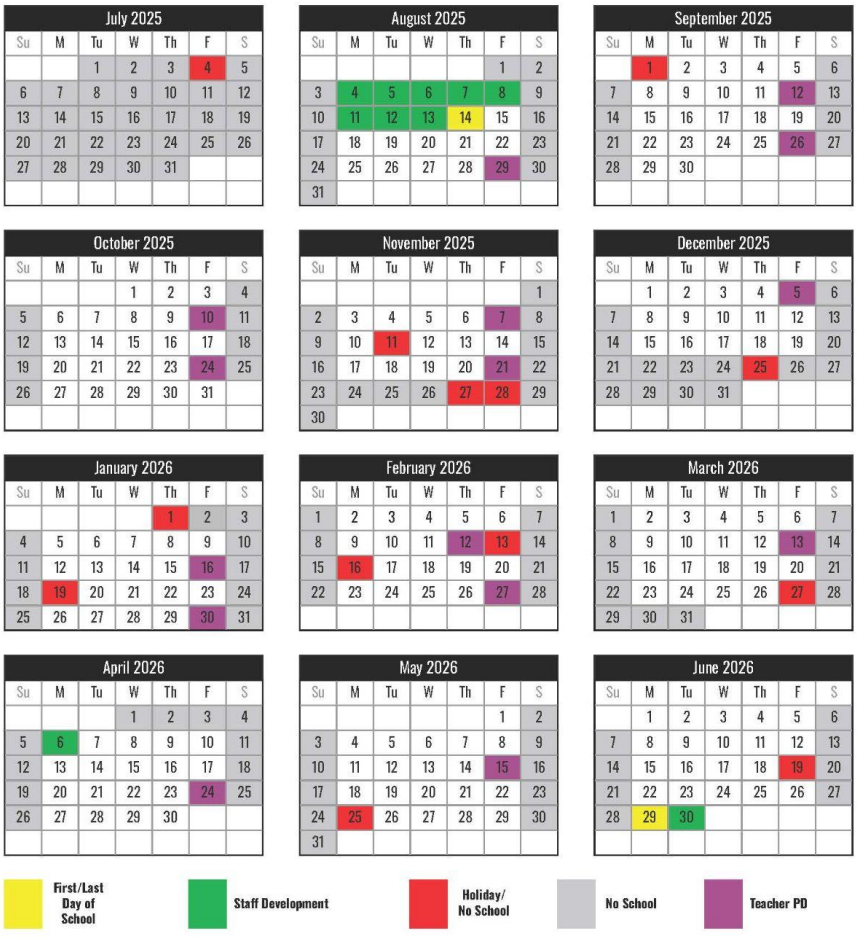
and more than 20 additional applicants specifically for ELD and Independent High School roles, ensuring a deep roster of qualified candidates. Principals will continue to monitor teacher caseloads and enrollment trends, adjusting the pacing of student onboarding, redistributing staff, and temporarily moderating growth if necessary to protect instructional quality and compliance.

Admission Process

California Innovative Career Academy (CICA) has a comprehensive enrollment process that establishes the full sequence of procedures used to prepare, orient, and place incoming students. This process encompasses all activities that occur prior to formal admission and is intentionally designed to ensure transparency, coherence, and equity in how students progress from initial inquiry to official enrollment. Through clearly defined protocols for pre-admission communication, assessment, placement determination, and onboarding, the Academy ensures that each learner enters the program with a clear understanding of expectations, available supports, and the academic pathways aligned to their needs. This structured approach allows the school to provide targeted guidance and early interventions, supporting students at every stage of the transition and establishing a strong foundation for long-term academic success.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2025-2026 ACADEMIC SCHOOL CALENDAR



CICA's Program Goals and Student Learning Outcomes

CICA has established three Schoolwide Learner Outcomes (SLOs):

- **Academic Growth:** Students demonstrate measurable achievement each term through standards-aligned assessments and performance tasks.
- **Career Progress:** Students make documented advancement toward their individualized education and career goals.
- **Digital Communication:** Students use technology effectively and responsibly for personal, academic, and workplace communication.

Many students enter CICA with significant gaps in English language proficiency, academic skills, communication, and technology use. These SLOs are designed to close those gaps and set students on a path to long-term college, career, and community life. To implement these goals in our classrooms and bridge individual goals to content standards, we embed Integrated English Language Development supports within the facilitation of learning across all content areas. We monitor progress through course and credit completion, common formative assessments, and CASAS progress monitoring data.

By offering adult education to students aged 22 and older who have not yet earned a U.S. high school diploma, we work to reduce educational inequity. Our programs are anchored in K-12 state standards shaped by the needs of our students and community and grounded in a deep commitment to equity and social justice. We emphasize technology fluency, workforce readiness, and supportive services that remove barriers to persistence and completion. At CICA, we believe in our students, we believe in our community, and we believe that it's never too late to achieve one's goals.

CICA Satisfactory Student Progress

CICA has established a Satisfactory Academic Progress (SAP) policy (BP 5120) to ensure that students are consistently advancing toward their academic and career goals. This policy applies to all students enrolled in high school education. To remain enrolled, students must meet SAP standards, which include maintaining a minimum GPA, earning required credits, making measurable progress in English language acquisition (for ELD students), and fulfilling the specific SAP criteria of their CTE programs. SAP is evaluated every six weeks, and students who do not meet the requirements may be placed on Academic Notice. Continued noncompliance will result in disenrollment.

Attendance and engagement are also key components of SAP evaluation, with manual attendance records retained for at least three years in accordance with California regulations. Students who do not meet SAP in their CTE program may appeal by submitting a written reflection and evidence of corrective actions. Approved appeals result in a probationary period during which students must meet SAP standards to maintain enrollment. The policy aligns with state and federal regulations and is reviewed regularly to ensure legal compliance and support for student success.

The Instructional Leadership Team: Stewards of CICA's Academic Goals

CICA's program goals are guided and supported by the Instructional Leadership Team (ILT), a cross-functional leadership team that ensures academic excellence and coherence. The ILT is composed of the

Chief Academic Officer, principals, teacher leaders, the Director of Professional Learning, the CASAS Coordinator, and the Director of Instruction & Professional Learning. Meeting biweekly, the ILT reviews student learning data, designs responsive professional learning, and incorporates teacher feedback to continuously improve instruction. The team works to align goals, accountability measures, and instructional priorities, providing instructors with a roadmap of how these efforts intersect to form CICA's core academic vision.

Common Core Standards

CICA is committed to providing a rigorous, standards-based education that meets the unique needs of adult English language learners while ensuring students progress toward California State Standards across all subject areas. Our curriculum design and instructional practices are systematically aligned with the California Common Core State Standards for English Language Arts and Mathematics, the Next Generation Science Standards, and the California History-Social Science Standards. We integrate English Language Development (ELD) standards with content area instruction, utilizing sheltered instruction strategies and culturally responsive teaching practices that honor students' diverse linguistic and cultural backgrounds. Teachers employ scaffolded approaches to make grade-level content accessible, incorporating visual supports, collaborative learning structures, and native language resources when appropriate to support comprehension and academic language development. Through regular assessment of both English proficiency growth and content mastery, we continuously monitor student progress, adjusting instruction to meet learners where they are while maintaining high expectations for academic achievement.

Core Subjects

CICA offers students access to an A-G curriculum in English Language Arts, Mathematics, Science, History/Social Studies, and a range of electives. The English Language Arts, Mathematics, Science, and History/Social Studies courses use the Savvas curriculum.

English Language Arts

The English Language Arts sequence moves students through a progressive sequence from foundational grammar and language skills to advanced writing, research, and literary analysis. Rooted in Common Core standards, the Savvas curriculum emphasizes critical thinking, effective communication, and collaboration. Students engage with diverse fiction and nonfiction texts from various cultures centered on Social-Emotional Learning themes. Students develop skills in reading comprehension, argumentation, and narrative writing. The program culminates in advanced coursework focused on research proficiency, source evaluation, and multimedia presentations, preparing learners for academic and professional communication success.

Mathematics

Mathematics courses build essential numeracy and problem-solving skills through a sequence aligned with the California Common Core standards, beginning with Pre-Algebra and progressing through Algebra 1 and Geometry. Students gain proficiency in fractions, decimals, ratios, proportions, equations, and geometric concepts, with an emphasis on applying mathematical reasoning to real-world contexts such as financial literacy. Instruction based on the Savvas curriculum develops critical thinking and multiple forms of representation—numerical, graphical, verbal, and symbolic—preparing students for higher-level math and everyday applications.

History and Social Science
The History-Social Science courses provide students with a comprehensive understanding of civics, U.S. history, world history, government, economics, and ethnic studies. Instruction integrates literacy and critical thinking while connecting academic content to students' lived experiences. Students explore foundational principles of democracy, historical events, cultural diversity, and economic systems, emphasizing analytical skills through document analysis and inquiry-based learning. The Savvas curriculum prepares students to engage as informed citizens, fostering cultural awareness, social justice, and active participation in society.

Science
The Science courses offer foundational courses in Earth Science and Life Science, fulfilling graduation requirements while building scientific literacy and critical thinking. Earth Science introduces students to the dynamics of Earth and space systems, climate, natural phenomena, and human environmental impact. Life Science covers biological concepts such as chemistry, biodiversity, population dynamics, genetics, and environmental interactions. The Savvas curriculum emphasizes conceptual understanding and real-world application of scientific principles.

Visual and Performing Arts
The Visual and Performing Arts courses introduce students to fundamental concepts in stage performance, music theory, and vocal technique. Courses cover stage presence, character development, and the structure of the music industry, alongside foundational music theory, history, and vocal training. Students develop confidence and skills for performance and gain an understanding of music's cultural significance, preparing those interested in careers in music, theater, or entertainment.

Electives
CICA's Elective offerings allow students to strengthen literacy, communication, critical reading, and public speaking skills. Courses like Reading for Pleasure foster a love of reading through engagement with socially relevant themes, enhancing comprehension and analytical abilities. Public Speaking electives build students' rhetorical knowledge, speech planning, and presentation skills while promoting ethical communication and confidence. These courses enrich students' academic experience and prepare them for effective expression in various personal and professional contexts.

English for Work and Life Series
The English for Work and Life Series supports students at all stages of English acquisition, from emerging literacy to intermediate fluency. Courses emphasize systematic instruction in phonics, vocabulary, grammar, and real-world communication. Students progress from recognizing letters and sounds to composing organized paragraphs and participating in workplace and academic conversations. Through engaging, high-interest content and digital literacy tasks, learners gain the language and confidence needed to succeed in academic, personal, and professional settings.

Curriculum Adoption
In 2025, Highlands followed an articulated curriculum adoption process to procure Savvas, a standards-aligned curriculum for CICA courses. We received guidance from our UMass Global partner, which has extensive experience with curricular materials that best serve English Language Learners. The process was guided by UMass Global experts and included EdReports recommendations, analysis of materials used by surrounding districts, vendor demonstrations, and structured teacher feedback. We sought

teacher feedback around our top choices and delivered our final proposal to the board, which approved our recommendation. We selected Savvas for its single, user-friendly platform for teachers and students, high ratings on EdReports, and adoption by large districts such as TRUSD, EGUSD, and LAUSD. To support strong implementation, the start of classes was delayed to August 14, 2025, allowing teachers to gain familiarity and comfort with the new curriculum. Teachers met in PLCs to build their knowledge of the standards-aligned curriculum. The Savvas adoption includes access to both an online digital curriculum, teacher edition textbooks, and student workbooks.

Supports for English Learners Level 0-1

ABCEnglish: A curriculum provided by an external agency, ABCEnglish offers literacy-level lessons ideal for students who are new to learning English. Lessons are presented through accessible slides and worksheets designed for classroom delivery.

Burlington English: An online English language learning platform offering both teacher-led lessons with presentations and printable materials, as well as self-paced student lessons accessible by phone or computer. The program integrates reading, writing, listening, and speaking skills, and includes thematic content, short stories, citizenship, and Workplace English and CASAS practice modules.

EL Civics Curriculum: Thematic packets intended to support English Language Learners with English language acquisition, civic participation, and workforce skills. Aligned to ESL objectives from CASAS and NRS ESL levels.

Standards-Based Instruction

To ensure alignment with educational standards and to support student achievement, CICA's curriculum has been developed, adapted, or adopted in accordance with the following:

- California Common Core State Standards (CCSS)
- WIOA English Literacy
- Literacy (EL) Civics Objectives
- Comprehensive Adult Student Assessment Systems (CASAS) Reading Standards
- CASAS Competencies

Instructional Methods

As an independent study school, CICA provides flexible, individualized learning supported by a range of online curricular resources. The nature of independent study and learning allows students to progress as quickly as they like with self-paced learning opportunities. Teachers meet with each student a minimum of once per week – synchronously via Zoom or in person- to monitor progress, review work, and adjust support. Teachers are available onsite on pre-established days of the week, which are communicated with students. Teachers offer additional meeting times via Zoom at times that align with the students' availability. Students' availability is the predominant factor in determining frequency and times for teacher-student meetings. While most coursework is asynchronous, English Learners receive targeted, synchronous support (Zoom and in person) using content-based instruction (CBI). Instruction includes both designated English language development and integrated approaches aligned with Common Core State Standards.

Independent Study Legal Compliance

The Charter School will comply with all applicable independent study laws and regulations, including

but not limited to Education Code Sections 51745, et seq.; 47612.5; 47634.2; Title 5, California Code of Regulations, Sections 11700-11705; and 19850-19854. These laws require, that the Charter School will operate pursuant to an adopted independent study Board policy; each student will have a master agreement as required by law; and the Charter School will receive an approved funding determination by the State Board of Education as a condition of funding.

Assessment to Advance CICA Goals

CICA Employs Multiple Measures to Monitor Learning and Inform Instruction.

- **Formative Assessments:** These include ongoing evaluation through teacher observation, projects, presentations, and performance tasks.
- **Summative Assessments:** End-of-unit and semester evaluations measuring mastery of learning objectives. These assessments are part of the core curriculum.
- **Portfolio Assessments:** Student-led self-assessment using assignments of choice to demonstrate learning in students' focal areas. The ILT is currently mapping the implementation of the portfolio project.
- **Student Surveys:** Self-perception data helps us to understand the student experience.
- **CASAS Testing:** Comprehensive Adult Student Assessment System, a competency-based adult assessment program validated by the U.S. Department of Education for use in adult education conducted after 70-100 hours of instruction time. The assessment is administered every 6-8 weeks.
- **CAST:** California Science Test, a state assessment mandated for those in high school.
- **CAASPP:** California Assessment of Student Performance and Progress, a state assessment mandated for those in high school grade 11.
- **EL Civics Assessments:** Administered three times per program year
- **ELD Level Placement Test:** Placement at enrollment
- **ELD Level Exit Test:** Administered to determine readiness to advance to the next ELD level

Professional Development That Drives Improvement

High-quality professional learning at CICA centers around training teachers to effectively use the Savvas curriculum as well as creating a learning system for the teachers to continuously engage in instructional improvement. It is more than training staff in best practices; it is about creating a culture of curiosity that acknowledges the uncertainty that is inherent in teaching and learning. Central to our revised professional learning program is creating a practice of inquiry at the leadership level that focuses its interest on the practitioners working most closely with the students. What are teachers learning about their students' learning? Where are teachers' gaps in knowledge and capacity? These are the questions that inform the design and goals of the professional learning offerings. In addition to this inquiry-based approach to professional development, CICA has an extended professional development contract with Savvas to ensure that teachers have a deep understanding of the Savvas instructional methods and curricular options for differentiation to support multiple ELL levels.

CICA leadership works in partnership with CICA principals and teacher leaders through the ILT to take a partnership approach to designing professional learning. Core beliefs about practitioner-based learning that inform the CICA approach to professional learning include:

- Teaching is complex and uncertain work that requires an inquiry stance to ensure that students' needs are at the center.
- Adult learning thrives on agency and relevance with clear goals and progress markers
- For instruction to be changed and improved, the learning experience of students must be visible
- Educators (teachers and leaders) are professionals engaged in important work, and they deserve a level of professional support and care that takes their work seriously.
- Pursuing collective goals is essential to supporting systems transformation

Professional Development Focusing on Language Acquisition

Central to CICA professional development is continuously developing strong instructional strategies to meet the needs of our ELLs. Supporting English Language Learners effectively requires ongoing professional learning and reflection. All CICA educators engage in continuous inquiry about how to better serve our multilingual learners.

Language-Responsive Teaching Practices

Our professional learning focuses on developing instructional strategies that make content accessible while maintaining high expectations. This includes training in visual supports, collaborative learning structures, and formative assessment techniques that help teachers understand what students know and can do.

Cultural Responsiveness and Asset-Based Thinking

We work to examine our own assumptions about language learning and ensure that our instructional practices build on students' cultural and linguistic strengths. This includes learning about our students' educational backgrounds and understanding how different cultural approaches to learning can inform our teaching.

Data-Informed Decision Making

As part of our inquiry-based PLCs, we develop systems for collecting and analyzing data about student language development that go beyond test scores. This includes documentation of student growth in academic discussions, writing development over time, and students' own reflections on their learning progress through portfolios.

Our commitment to English Language Learners extends beyond language acquisition to encompass the full development of students as confident, capable learners who can succeed in their chosen academic and professional pathways. Ultimately, we measure our success not just by English proficiency gains, but by our students' ability to use their multilingual skills to contribute meaningfully to their communities and achieve their educational goals.

CICA Professional Learning Structures

Bi-Weekly Friday PD

Our bi-weekly Friday afternoon professional learning sessions are designed as both collaborative inquiry spaces where educators engage in job-embedded learning directly connected to their daily practice, and also an opportunity to receive specialized instructional support that they or the Instructional Leadership Team (ILT) has requested. These sessions follow a flexible structure that can shift between collective

inquiry—examining student work and learning data to collaboratively problem-solve around specific instructional challenges—and targeted professional development that addresses identified needs such as trauma-informed pedagogy, advanced strategies for supporting students with interrupted formal education, or innovative approaches to integrated content-language instruction.

Teachers work in cross-disciplinary teams when engaging in inquiry cycles, analyzing how their students are navigating rigorous academic content and sharing effective practices for maintaining high expectations while providing comprehensive support. When focused on specialized instruction, sessions might feature expert facilitators, peer observations with feedback, or deep dives into research-based strategies that teachers have specifically requested to strengthen their practice. This dual approach ensures that professional learning is both responsive to emerging classroom needs and proactive in building the specialized expertise our diverse adult learner population requires, while maintaining our commitment to practitioner-centered learning that directly impacts student success.

Bi-Monthly Principal PLC

Led by the Chief Academic Officer, principals analyze school-level data, align support systems for ELLs and students with interrupted formal education, and develop coordinated systems responses. This principal learning community operates as a space for collaborative problem-solving where school leaders can examine challenges, share effective practices, and develop coordinated approaches to supporting their unique adult learner populations. Sessions focus on analyzing school-level data to understand how students are progressing toward their educational goals, discussing instructional leadership strategies that support teachers in serving English Language Learners and students with interrupted formal education, and developing systems-level responses to emerging needs within their school communities. The Chief Academic Officer facilitates these meetings using the same inquiry-based approach that guides teacher professional learning, encouraging principals to bring real dilemmas from their practice, examine multiple perspectives, and test solutions collaboratively. This structure ensures that leadership decisions are grounded in evidence and aligned across both school sites, while providing principals with the professional support and intellectual partnership they need to lead effectively in the complex landscape of adult education. The PLC also serves as a space for principals to reflect on their own growth as instructional leaders and to coordinate their efforts in supporting teacher development and student success.

Twice Weekly Teacher PLCs

Teachers engage in professional learning community work twice weekly, with sessions strategically designed to strengthen both instructional planning and data-informed decision making. One session each week is dedicated to collaborative planning time where teachers work in grade-level or content-area teams to design learning experiences that integrate rigorous academic content with the specific supports their English Language Learners and students with interrupted formal education need to succeed. These co-planning sessions allow educators to share strategies, align expectations across courses, and ensure that assessment practices accurately capture student growth while maintaining high standards. The second weekly session follows protocols and practices that focus on collaborative examination of student work and performance data to understand learning patterns, identify instructional adjustments, and develop targeted interventions. During these data inquiry sessions, teachers bring actual student artifacts—writing samples, project work, assessment results—and engage in structured conversations that move beyond simply identifying which students are struggling to understand why certain approaches are or aren't working and what specific instructional moves might better support student

learning. This dual structure ensures that teachers have dedicated time for both proactive planning and reflective analysis, creating a continuous cycle of improvement that keeps student learning at the center of all professional practice.

Teacher Coaching
CICA is launching Phase 1 of on-the-ground coaching by October 15, 2025. This will include the opportunity to observe instructional models, to co-plan with professionals with expertise in supporting students with interrupted formal education, and to engage in guided reflection on the impact of instruction.. Principals, the Director of Professional Learning, the Curriculum Coordinator, and teacher leaders will participate in a rigorous train-the-trainer model to enable sustained on-the-ground support of teachers' ongoing development.

The Role of Data and Assessments in Informing Instructional and Systems Improvement
Assessment is a core to instructional improvement at CICA. Not only does assessment tell us where our students are in their learning, but patterns in the data reveal where we need to focus our professional learning efforts. CICA is committed to creating a system that is responsive to what we are learning about our students and their needs. Leadership is curious about what is happening between the teacher and the student and rests its instructional improvement design on the data that comes from the classroom.

Formal Assessment and Improvement
The ILT will review CASAS data to understand students' academic progress and to track areas where we need to improve our instructional approach. In addition, the ILT will use CAASPP and CAST data to understand the general themes in improvement and then support teachers to use more granular classroom data to understand what is getting in the way of students making progress.

Informal Assessments and Improvement
Working in their PLCs teachers will use classroom-based data– both qualitative and quantitative to determine the areas of their practice where they would like more support. This is one source of the design for the content input on PL Fridays. The ILT will use classroom observation data to help determine the focus of improvement efforts.

Student Climate Surveys and Systems Improvement
Centering the students' experience as core to our approach to improving the learning experience
The CICA instructional improvement process involves looking at both student mastery data and student perception data. One important source of student perception data is the student climate surveys. While we do not rely on this self-report data to give us the whole picture of the student learning experience, the data provides valuable insights into CICA's social and emotional conditions for learning. Annual anonymous surveys are administered in multiple languages (e.g. English, Arabic, Spanish, Persian, Armenian, Pashto, Russian, Turkish, Ukrainian, Vietnamese, Chinese). Students access surveys via QR codes, push notifications, in-class support, and the Brain app; paraeducators provide language assistance. Survey domains include relationships, classroom climate, resources, goals/progress, safety/facilities, CTE/workforce, and curriculum/instruction.

Students have access to completing these surveys via QR codes, push notifications sent to their cell phones, with the support of their teachers in their classrooms, and via the Brain app. Teachers encourage

and support student participation by engaging students in lessons that have practice surveys. Paraeducators are also utilized to provide language support during this process. The purpose of these surveys is to understand the following:

- Relationships
- Classroom Climate
- Classroom Support and Access to Resources
- Goal Setting & Student Progress
- Safety, Maintenance, and Facilities
- Workforce and CTE Programs
- Lessons, Instruction, and Curriculum

CICA students are asked to read each statement and indicate their level of agreement with the statement from the following options:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

The table below shows the percentage of CICA students who agree or strongly agree with each statement for the year indicated for the last three years.

Question	22-23	23-24	24-25
Lessons help me in my daily life.	87%	84%	93%
Lessons are interesting.	87%	86%	93%
I know what I need to do to make progress in my classes.	90%	90%	93%
The lessons (in person or online) help me learn (My teacher offers me an opportunity to learn everyday).	93%	89%	95%
I have the learning materials (pencils, notebooks, binders, books) I need to learn.	90%	84%	89%
I have the technology I need to learn.	91%	91%	95%
The school, classrooms, and buildings are clean and in good condition.	92%	93%	89%
The school tells me important information regularly (holidays, school announcements, events).	95%	95%	96%
All students from different backgrounds and countries are treated kindly (the same).	95%	97%	96%
All students from different cultural backgrounds, races, or ethnicities respect each other at school.	98%	96%	94%
My teacher really cares about me and respects me.	98%	98%	98%
My counselor really cares about me and respects me.	94%	92%	90%
The school helps me turn my college and career goals into	85%	82%	88%

a plan.			
I know how to get help if I feel sad, stressed, lonely, or depressed.	82%	81%	87%
I want to learn more about mental health and how to deal with stress.	48%	49%	59%
I feel connected to the school, my classmates, and teacher.	80%	77%	86%
I feel safe at school (I trust our leaders to make our school safe).	93%	93%	90%
I know how to log in and check my student email.	95%	96%	97%
I know how to log in to my online learning tools	89%	92%	96%
CICA helps me learn to use technology by giving mobile devices and digital literacy training.	89%	88%	94%
I use my school phone, Chromebook, or hotspot 5 or more days a week	ND	ND	73%

**ND denotes that there was no data available for that school year*

Student Academic Supports

Many of our students have little prior education in their native language and, for many of them, they come in with low levels of English, CICA provides extra support to ensure students' academic success. Teachers are available to meet with students by appointment to support students who are struggling academically.

Paraeducators

Paraeducators who work with credentialed teachers play an important role in supporting translation for our Level 0 students. There are wide variations in English learner levels and growth patterns among these students. Paraeducators work with our credentialed teachers to provide the individualized support needed to address varied student needs and learning patterns. They provide crucial language scaffolding by offering clarification in students' native languages when needed and creating more opportunities for meaningful language practice. Additionally, paraeducators who share students' cultural backgrounds create a more comfortable environment that reduces the anxiety often experienced by newcomers. While teachers focus primarily on academic instruction, paraeducators can provide crucial social-emotional support that newcomers need to navigate their new educational environment successfully. To improve student support with the CICA systems and academic support, CICA is looking to rebuild its paraeducator staff.

Literacy Support

During the 2025-2026 school year, CICA has budgeted for staff to provide literacy support to help English learners. This will focus on building literacy through phonemic awareness, phonics, vocabulary building, pronunciation, and writing skills.

Tutoring Program

CICA is currently redesigning a tutoring program for students. In prior years, the tutoring was delivered

online. Based on feedback from students and staff, online tutoring did not effectively meet the needs of our student population. Key challenges, detailed below, included a lack of digital literacy skills, low student engagement, and limited availability of support. The new tutoring program will be responsive to these findings. As of this material revision, the CAO of HCCTS is conducting a review of potential tutoring approaches and Phase 1 of implementation will occur by October 25, 2025.

CICA Students & Devices

All CICA students are provided Chromebooks and hotspots so they are able to access their online learning tools, including their online curriculum.

Challenges for Students Accessing Online Tutoring

- Cultural Barriers: Afghan Women
    - Afghan women have the most urgent needs of all the populations we serve
    - Afghan women will not work one-on-one with male tutors
    - Afghan women typically have low technical skills
    - Afghan women typically have low literacy skills
    - In-person, woman-to-woman support by Dari- and Pashto-speaking academic staff is needed for this population
- Technology Accessibility
    - Students with low tech skills may not be able to access online tutoring that requires an online login
    - Students without internet access at home
    - Students without computers or laptops at home
    - Most online tutoring is chat-based
- Linguistic Barriers
    - Top 5 languages are: Dari, Pashto, Ukrainian, Russian, and Spanish
    - English-speaking tutors cannot effectively support students with low English proficiency

Instructional Days and Minutes Calculations

Instructional Requirements Report
2025-2026

AM Bell Schedule				
Day Type	*Instructional Mintues per Day*	*Instructional Days*	*Total Minutes*	*Grand Total Minutes*
Regular Day	336	184	61,824	65,889
Teacher PD Day	271	15	4,065	

PM Bell Schedule				
Day Type	*Instructional Mintues per Day*	*Instructional Days*	*Total Minutes*	*Grand Total Minutes*
Regular Day	336	184	61,824	65,889
Teacher PD Day	271	15	4,065	

Instructional Requirements			
Requirement	*Requirement*	*Meets Requirement?*	*Notes*
Annual Instructional Minutes Required for Grades 9-12 (AM)	EDC 47612.5: 64,800	Yes	65,889 minutes
Annual Instructional Minutes Required for Grades 9-12 (PM)	EDC 47612.5: 64,800	Yes	65,889 minutes
Required Minimum Miutes per Day (AM)	EDC 46141: 240	Yes	271 minutes on Teacher PD Days, 336 on Regular Days
Required Minimum Miutes per Day (PM)	EDC 46141: 240	Yes	271 minutes on Teacher PD Days, 336 on Regular Days
Earliest Start Time for High Schools	EDC 46148: 8:30 AM	Yes	8:45 AM start
Minimum Number of Days per Track	EDC 47612(d)(3): 175 Days	Yes	One track with 199 days total
Attendance Charters Must Require of Students	EDC 47612.5(e)(1): 80%	Yes	In Board Policy
Required Percentage of School Days for Each Track Prior to April 15	EDC 47512(d)(5): 55%	Yes	Before 4/15, inclusive: 148 After 4/15, exclusive: 51 Percentage before 4/15: 74%

Month	Regular Days	Teacher PD Days	Total Days
July	0	0	0
August	11	1	12
September	19	2	21
October	21	2	23
November	12	2	14
December	14	1	15
January	17	2	19
February	16	2	18
March	18	1	19
April	17	1	18
May	19	1	20
June	20	0	20
Total	**184**	**15**	**199**

Count	Day Type
184	Regular Days
15	Teacher PD Days
10	Staff Development Days

As a traditional independent study school, CICA ensures it meets instructional time requirements by documenting daily student engagement, evaluating work products for time value, and offering synchronous and asynchronous learning opportunities. Time value-earned depends on the certified teacher's judgment of individual work products and the time value that the teacher deems appropriate based on the teacher's assessment of the pupil's individual needs and capacities.[3][4][5][6] Teachers receive regular professional development training on the calibration of time-value for assignments including but not limited to cooperative norming in a PLC setting.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record. The Assigned Work Record contains a record of daily engagement and documentation of the time value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar.

Student Name:

Student ID:

M5: December 1, 2025 - January 9, 2026

Directions:
-Complete an AWR for each student on your roster.
-Schedule must match the instructional days available for the learning period.
-Insert the time value for each assignment.
-Check the box when an assignment is completed.
-Review instructional minute slide deck for monthly goal for each learning period.
-Enter the assignment points possible and points received for each assignment.
-Once completed, download each student AWR as a PDF.
-Add your signature and date to the AWR.
-Submit each student's AWR individually via the Brain (upload to first course of LR).

Schedule		Course	Assignment	Time Value in Minutes	Submitted	Percent Complete per Week	Points Recieved	Points Possible
Week 1	12/1/2025			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/2/2025			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/3/2025			0.00	☐	0%	0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/4/2025			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/5/2025			0.00	☐		0	0
				0.00	☐		0	0
Week 2	12/8/25			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/9/25			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/10/25			0.00	☐	0%	0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/11/25			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/12/25			0.00	☐		0	0
				0.00	☐		0	0
Week 3	12/15/2025			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/16/2025			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/17/2025			0.00	☐	0%	0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/18/2025			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	12/19/2025			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
Week 4	1/5/2026			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	1/6/2026			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	1/7/2026			0.00	☐	0%	0	0
				0.00	☐		0	0
				0.00	☐		0	0
	1/8/2026			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
	1/9/2026			0.00	☐		0	0
				0.00	☐		0	0
				0.00	☐		0	0
				0.00		0%	0	0
				Total Time Value		% of work completed:	Total Points Received	Total Points Possible

#DIV/0!
Grade Percentage

Teacher Name

Teacher Signature

Graduation Requirements
CICA students are eligible to graduate when they have been awarded 180 high school credits: 110 Academic including a mandatory and 70 in elective or Career Technical Education (CTE) credits. As part of the 180 credits, transfer credits and employment credits count toward this total. As soon as the high school students complete 180 credits and those credits are verified, students are eligible to apply for their diplomas. After students receive their diplomas, they are asked to participate in a graduation ceremony.

Required Courses	
English	3 courses / 30 credits
Math	2 courses / 10 credits
World History	1 course / 10 credits
U.S. History	1 course/ 10 credits
Economics	1 course/ 5 credits
American Government	1 course/ 5 credits
Life Science	1 course/ 10 credits
Physical Science	1 course/ 10 credits
Career Technical Education, World Language, or Visual and Performing Arts	1 course/ 10 credits
Electives	70 credits

Grade Level Progression
Because all students are over 22 years, they cannot be assigned to grade levels based on age. CICA uses credit attainment to determine grade level. This does mean that students may enter school at a variety of grade levels and many students may not fall neatly into a four-year graduation plan. Holistic support systems are designed to ensure that students who are not on track receive timely, individualized intervention. Counselors develop graduation plans and conduct regular check-ins to review academic progress, update students on credits earned, and identify the steps needed to advance toward the next grade level and ultimately graduation. Each student receives an academic progress report that guides these conversations and helps counselors connect students to college readiness opportunities, including the A-G approved courses adopted in the 2024–2025 school year. As students refine their academic and career goals, counselors also introduce relevant CTE programs and provide information about program expectations, requirements, and timelines to support informed, meaningful transitions through grade levels.

The proposed grade level progress as defined through credit accrual is as follows:

Grade	Credits
[7]9	0-49
[8]10	50-99
[9]11	100-149
[10]12	150-180

[11]
In a standard 4 year graduation plan, students are enrolled in five courses each semester. Successful completion of all courses each school year will yield credits that place students within the ranges shown above. This will ensure all students enrolled in five core and/or electives classes will complete the full 180 graduation credits.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and will mandate that students complete this course as a graduation requirement commencing with students graduating in the 2030-31 school year.

Credits for Prior Learning and Experience
CICA has an established process for reviewing and awarding transfer credit to ensure students are placed on a clear path toward graduation.

The Transcript and Records Team evaluates all available records, including high school transcripts, college and international transcripts and degrees, and completion certificates. Credits are awarded using consistent, school-approved criteria.

For students who have completed high school equivalency exams, credit is awarded only upon submission of official GED or HiSET documentation.

After evaluation, each student receives a summary of awarded credits and remaining requirements, providing a clear plan to complete their diploma.

Counseling and Progress Monitoring

Counselors develop graduation plans, conduct regular check-ins with progress reports, and—beginning **2024–25**—advise on **A–G** pathways for college readiness.

Statutory compliance:

- **AB 101 (Ethnic Studies):** Offer a one-semester course; required for students graduating in **2029–30** and beyond (subject to appropriations).

- **AB 2927 (Personal Finance):** Offer a one-semester course by **2027–28**; required for students graduating in **2030–31** and beyond.

Students at Highlands progress through grade levels based on credit accrual rather than age or traditional annual promotion, and our holistic support systems are designed to ensure that students who are not on track receive timely, individualized intervention. Counselors develop graduation plans and conduct regular check-ins to review academic progress, update students on credits earned, and identify the steps needed to advance toward the next grade level and ultimately graduation. Each student receives an academic progress report that guides these conversations and helps counselors connect students to college readiness opportunities, including the A-G approved courses adopted in the 2024–2025 school year. As students refine their academic and career goals, counselors also introduce relevant CTE programs and provide information about program expectations, requirements, and timelines to support informed, meaningful transitions through grade levels.

Counselors help ensure students meet graduation requirements by developing graduation plans and conducting regular check-ins. During check-ins, counselors update students on their academic progress, including credit attainment and requirements remaining to meet graduation requirements. Each student is provided with an academic progress report. Beginning in the 2024–2025 school year, we have adopted A–G approved courses to expand college readiness opportunities for our students.[12][13][14][15]As part of this effort, counselors engage students in conversations about their aspirations for higher education as they approach the high school program. As student interests align with offered CTE programs, more information is provided to the student regarding program overview, requirements, and duration.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and require that students complete the same as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and require that students complete the same as a graduation requirement commencing with students graduating in the 2030-31 school year.

Attendance Policy
CICA maintains SOPs compliant with Board Policies and **EC §§ 51749.5–51749.6**. Daily engagement with assignments and synchronous instruction is tracked and retained for at least **three years**. With the approval and oversight of the District, CICA will establish and maintain attendance SOPs compliant with Board Policies and EC § s 51749.5 and 51749.6. At all times, students' daily engagement with assignments and synchronous instruction will be tracked and recorded, and the records will be maintained for a minimum of three years. The time value of all attendance awarded will be at the judgment of a certified teacher. In any instance where in-person attendance is a requirement, such as participation in CTE programs, in-person attendance will be recorded by a certified teacher, and attendance records retained for a minimum of three years.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned

Work Record. The Assigned Work Record contains a record of daily engagement and documentation of the time value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar.

The Need for California Innovative Career Academy
The area covered by the Twin Rivers Unified School District has tremendous educational needs. While some of these needs were met in the past by the adult education program of Twin Rivers Unified School District, with budget cuts, most of these opportunities have gone away for those who do not have a U.S. high school diploma. This has greatly impacted student access to dropout recovery, as well as programs serving ex-offenders and immigrants. All of these groups not only have a direct need for services, but by helping them, CICA also helps the state of California by reducing welfare services, reducing recidivism, increasing the tax base, and increasing the cohesiveness of our society.

The Need for Dropout Recovery
Research has demonstrated that within a school year, a student drops out of high school every 9 seconds in the United States (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). Further, according to the California State Legislature, "Research suggests that fewer than 70 percent of 9th grade pupils in California, and in some school districts, fewer than 50 percent, graduate from high school" (Carter, 2011).

The Need to Educate Ex-Offenders
High school dropouts are much more likely to become incarcerated, and many families in the Twin Rivers district are affected by having a family member who is an ex-offender. California Innovative Career Academy will be able to help rehabilitate these ex-offenders and provide them with real job skills. By being able to provide for their family through legal employment, children of ex-offenders will have better role models and be more likely to break the cycle of crime.

Benefits and Potential Impact on Twin Rivers Unified School District
CICA will have a positive benefit to the Twin Rivers Unified School District. Given that CICA will serve adults, no students will come from existing Twin Rivers traditional K-12 schools. Further, by educating the parents of students in the Twin Rivers traditional K-12 schools, these younger students will likely have greater academic success. By authorizing CICA as an independent charter school, Twin Rivers Unified School District will not take on any additional risks or insurance costs of the charter school.

Workforce Readiness
The Workforce Readiness program equips students with essential career skills and technical knowledge across multiple pathways, preparing them for success in the modern workforce and further education. The *Workforce Readiness* course emphasizes digital literacy, career exploration, employability skills, and professional communication, supported by practical experiences such as resume building and mock interviews.

CTE Programs
CICA is currently in the process of developing the CTE program. To grow capacity and course offerings, our CTE program is entering a redesign. During the 2025-26 school year, we are thoughtfully

using labor market data, community partnerships, and teacher input to shape offerings that will set our learners up for success. The plan emphasizes clear pathways, flexible schedules, strong language supports, and meaningful work-based learning. Courses will be carefully vetted and released in phases based on sustainable capacity and resources.

CICA will have seven CTE programs in the 2025-2026 school year:

1. Culinary Arts
2. Digital Literacy and Multimedia
3. Early Childhood Education (ECE)
4. Medical Services
5. Microsoft Office Specialist (MOS) Certification
6. Personal Finance
7. Real Estate

Culinary Arts

Culinary Overview
Introductory culinary skills with emphasis on safety, sanitation, knife skills, basic cooking methods, menu planning, and kitchen teamwork.

Culinary Target Certifications

- ServSafe Food Handler (all students)
- ServSafe Manager offered where feasible and appropriate

Culinary Program Requirements

- Safety routines, lab participation, and recipe labs portfolio
- Food handler exam completion; uniform and non slip shoes for lab days

Work-based Learning

- Guest chefs, site tours, catering practice for school events, community tastings
- sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Digital Literacy and Multimedia

Digital Literacy and Multimedia Overview

Practical digital storytelling with emphasis on device basics, file management, online collaboration, visual design, audio and video basics, and portfolio building.

Digital Literacy Target Certifications

- IC3 Digital Literacy certification where available
- Adobe Certified Professional exam prep in tools such as Photoshop, Illustrator, or Premiere Pro when feasible
- School issued certificate of completion with project portfolio

Digital Literacy Progress

- Curriculum outline drafted; equipment and facility scheduling in planning with partner

Program Requirements

- Completion of project based modules and a curated digital portfolio
- Regular practice in productivity and creative apps; responsible use and digital citizenship modules

Digital Literacy Work-based learning

- School communications projects, partner briefs, social media content labs, guest designers and media professionals

Digital Literacy Progress

- Curriculum outline drafted; device and software access plan in place with partner sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Early Childhood Education (ECE)

ECE Overview

Prepares students for entry roles in preschool and childcare settings with a focus on child development, safety, learning environments, and family partnerships. Strong language support embedded for multilingual learners.

ECE Target Certifications

- Pediatric CPR and First Aid
- California Mandated Reporter Training
- California Child Development Permit pathway awareness; assistance with Assistant or Associate Teacher permit application where eligible

ECE Program Requirements

- Attendance and completion of coursework and practicum tasks
- Readiness for site requirements when applicable (background clearance, TB test, immunizations per host site; program will help students navigate)
- Portfolio with lesson snapshots, observation notes, and reflections

ECE Work-based Learning

- Classroom observations, lab hours, guest talks with site directors, optional short externship when available

ECE Progress

- Currently in the process of hiring ECE teachers
- Curriculum map drafted using English for Work and Life for integrated language routines
- Site partner list in development for observations and talks

Medical Services

Medical Services Overview

Entry-level health care skills with emphasis on patient safety, infection control, vital signs, medical terminology, front office workflows, and team communication.

Medical Services Target Certifications
- American Heart Association BLS, CPR, and First Aid
- OSHA Bloodborne Pathogens awareness
- HIPAA privacy and security training
- Where feasible and appropriate: NHA Certified Medical Administrative Assistant exam prep

Program Requirements
- Safety routines, lab skills checklists, and a skills and reflections portfolio
- Completion of required CPR and safety training; appropriate attire for lab days

Work-based Learning
- Guest talks by medical assistants and clinic managers, site tours, mock front desk scenarios, community health events

Microsoft Office Specialist (MOS) Certification Prep

MOS Overview
Hands-on prep for industry-recognized Microsoft Office Specialist exams. Focus on Word, Excel, and PowerPoint with options to extend to Outlook or Access based on student goals.

MOS Target Certifications
- Microsoft Office Specialist Associate exams (Word, Excel, PowerPoint)
- Option to pursue additional exams for Expert level where appropriate

MOS Program Requirements
- Regular practice in Office applications; completion of scenario-based projects
- Exam readiness checks; testing through a Certiport Authorized Testing Center (onsite or partner)

MOS Work-based Learning
- Real-world admin projects, resume and report formatting, data dashboards for career pathways

MOS Progress
- Two MOS CTE teacher positions posted
- Certiport testing access plan underway (site authorization or partner center)

Personal Finance

Personal Finance Overview
Practical money skills for work and life: banking, budgeting, credit, debt, insurance, taxes, benefits, and introductory investing. Currently offered; will continue within CTE to strengthen career readiness.

Personal Finance Target Certifications
- Local certificate of completion with portfolio evidence
- Optional third-party exam (for example, W!se Financial Literacy Certification) if adopted by the school

Personal Finance Program Requirements
- Completion of unit tasks and a capstone budget and benefits plan
- Demonstration of digital skills for online banking simulations and tax prep scenarios

Personal Finance Work-based Learning
- Speakers from banks and credit unions, mock benefit selection, VITA site visit when available

Personal Finance Progress
- Running now; pacing and assessments aligned to power standards are being finalized for 2025–2026
- Curriculum outline drafted; lab equipment and site visit scheduling in planning with partner clinics
- Instructor recruitment plan prepared (internal posting or partner hire)

Real Estate

Real Estate Overview

Foundations of residential real estate with emphasis on California practice and principles, ethics, property types, basic finance, contracts, and client communication.

Real Estate Target Certifications

- Preparation for the California Real Estate Salesperson license pathway
    - Completion of required coursework hours and state application steps
    - Exam readiness checks and study support

Real Estate Program Requirements
- Completion of course modules and case studies; portfolio of forms, disclosures, and client communication samples
- Attendance at exam prep sessions; Live Scan and state application guidance provided

Real Estate Work-based Learning
- Guest brokers and agents, office tours, open house observations, neighborhood property walks, mock client meetings

Real Estate Progress
- Curriculum outline drafted; broker partner interest meetings underway
- Instructor recruitment plan prepared (internal posting or partner hire)

CTE Program Accountability And Progress Indicators

- Access: enrollment by site and pathway; ELD levels served
- Engagement: attendance and weekly progress submissions
- Learning: pass rates on unit performance tasks and portfolios
- Credentials: number of certifications earned (ServSafe, MOS, CPR/First Aid, Mandated Reporter, optional personal finance cert)
- Work-based learning: hours, site visits, guest speakers, externship participation
- Placement and advancement: students moving into jobs, internships, capstone, or next-level training

Transferability of Courses

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

Information about WASC accreditation can be found at CICA's website. CICA is currently WASC-accredited through June 30, 2030.

Technology

Technology is integral to academic success and workforce readiness. Given varied digital literacy levels, CICA provides structured exposure to tools (Microsoft Office, Google Classroom, web-based reading programs, tutorials) and models tech use in instruction. The IT Department (five FTE) supports teachers and students and has standardized classroom access across sites.

Equipment available upon request: Chromebooks, headphones/earbuds, projector screens.

CICA seeks to truly integrate technology into students' lives via classroom lessons, relevant examples, classwork, projects, and practical experience communicating in the modern world. Technology standards and objectives are integrated into the curriculum and are clearly defined for the teachers. Across varying sites, the teachers incorporate technology into their lessons. Teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize Google Docs, emails, etc. CICA's goal is to have all teachers using and adapting technology to accommodate the students' levels and needs.

In recent years, CICA has overcome a complex challenge with technology. Previously, not all of the students, teachers, and sites had the same level of access to technology, nor was the same level of technological access possible at all sites. The IT Department has resolved the disparity issues among classrooms, and currently, all classrooms have access to the same equipment.

Through consistent exposure to digital tools across courses and targeted instruction in digital literacy, the program ensures that students develop the technological competencies necessary for academic

advancement, workplace readiness, and full participation in modern society.
Technology, academic success, career goals, and social engagement are all important for students, and we believe that in order for students to be fully successful in the 21st century, they must become digitally literate.

Student Services

CICA has the unique opportunity to work with adult learners who have faced many challenges and require both academic and personal support to successfully meet their academic and career goals. In the 2025-26 school year, the support staff was greatly reduced, and CICA continues to work to rebuild some of those services. At the time of this material revision, there is an Intervention Coordinator position being developed to support partnerships with community agencies. These agencies provide essential support well beyond what CICA can offer including dental services, food, housing support, etc.

Orientation/Student Onboarding

Student Services holds an orientation at the beginning of each year to support students in becoming fluent in the CICA system and help them make informed decisions about their academic plan. In August 2025, orientation was extended to cover new attendance requirements and the Savvas curriculum.

Navigators

Dedicated staff are needed to ensure every student understands all of the services available to them. With students who speak over 39 languages, often with limited English proficiency, Navigators serve a critical role by communicating with students and providing academic and career support and access to community resources. CICA Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and travel to all campuses to present on services and programs. In June 2025, the Navigators were released from their positions. As of the writing of this material revision, HCCTS is working to rebuild the Navigator program for implementation in January of 2026.

Student Advisory Council

CICA is in the foundational stage of assembling a student advisory council. In September and October, the Chief Academic Officer will meet with students who are recommended by their teachers as possible advisory members. The first student advisory council meeting is set for mid-November and will meet quarterly. The intention for this group is to support increased agency, belonging, and leadership, as well as bring the student perspective to CICA initiatives. The quarterly meetings provide consistent opportunities for students to share their experiences, identify challenges, and contribute to solutions that enhance the educational environment for all newcomers, ultimately supporting their academic success and social-emotional well-being.

Community Partnerships

CICA serves a very high-need student population and has developed multiple partnerships with external organizations to address those needs. Since opening in the 2019-2020 school year, 13 partnerships have been established. These partnerships expand the school's reach within the community and increase student access to the tools necessary to achieve their goals. Partnership refers to a collaborative relationship between Highlands Community Charter and Technical Schools (HCCTS) and an external agency that supports students by facilitating access to essential services. These partnerships may be formalized through a Memorandum of Understanding (MOU) or remain informal and often involve the exchange of resources, services, and information aligned with shared goals to improve student outcomes

and well-being. In some cases, partnerships include agreements related to shared locations, supporting educational efforts by expanding access to instruction and services in settings where students already utilize essential resources.

These partnerships include the following organizations:

- SALAM Islamic Center
- SHRA
- La Familia Counseling Center
- CalAsian Chamber of Commerce
- Lao Family Community Development
- Department of Human Assistance
- Sacramento Employment and Training Agency (SETA)
- Mack Road Partnership

Many of these community partners provide support that is beyond the scope of CICA services. This includes connecting students to dental services, food banks, clothing, etc.

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

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

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

Plans for Specific Populations

English Learner (EL) Services and Newcomer Supports:
CICA provides comprehensive support for newcomer students and English language learners. CICA student services staff provide comprehensive orientation services to new and veteran students to support them in being able to "read their environment" and develop a fluency in navigating the CICA system. The academic supports are listed in the educational philosophy section. CICA also provides native language support when available, along with cultural transition assistance. Specialized programming for recently arrived immigrant students, including orientation to U.S. school systems, technology setup support, accelerated English language acquisition, academic skill building, and social-emotional support to ease cultural transitions. We provide translation services and family engagement programs to support

the entire family's integration into our school community. Teachers adapt content, assignments, and assessments to match students' language levels, ensuring they can access and engage with core academic material. English learners receive targeted language support embedded within subject-area instruction, allowing them to build both academic and linguistic skills simultaneously. This approach supports students in progressing toward English fluency while also earning high school credits toward graduation.

Plan for Students Who Are Academically Low Achieving
Independent Study labs allow students to complete required work in a self-paced fashion, allowing them additional time to master a subject before proceeding. Further, courses that are more set-paced will be designed to incorporate multiple modalities of learning to assist all students to success, including those who may be academically low achieving in a traditional school setting. This includes the use of more frequent one-on-one meetings and first language support to ensure content accessibility. Instructional pacing and support will be responsive to student needs, creating an inclusive environment where all learners have a pathway to mastery.

Plan for Students Who Are Academically High Achieving
Independent Study labs will allow students who are academically high-achieving to learn in an accelerated manner, so that they can complete their diplomas quickly. Because CICA serves adults aged 22 and older who do not possess a U.S. high school diploma, we often enroll immigrants with professional expertise from their home countries. For example, a student from Russia who previously worked as a doctor before immigrating to the U.S. would benefit from an accelerated rate in a life science class. The flexibility of the independent study model honors prior knowledge and experience, enabling students to move efficiently through material they already understand. This approach helps students re-enter the workforce or pursue higher education without unnecessary delays.

Students with Disabilities
Overview
CICA is categorized as an independent LEA, serving adults 22 years of age and older. Therefore, it is not required to join a SELPA pursuant to Education Code 47641(a), either on its own or with a grouping of charter school LEAs as a consortium. As such, CICA does not receive state and federal revenues in accordance with SELPA's allocation plan. . CICA will make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates serving students with disabilities, including but not limited to § 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). CICA enrolls all eligible students and provides FAPE through 504 plans and appropriate accommodations in compliance with § 504, ADA, and IDEIA**.**

IDEIA applies to children with disabilities and does not apply to adult students over the age of 21.[2] California likewise requires special education services for students until age 21. CICA integrates IDEIA compliance principles as part of its mission to provide K-12 educational opportunities to adult students according to all applicable laws.

[2] 20 U.S.C. 1412(a)(1)(A): "A free appropriate public education is available to all children with disabilities residing in the State between the ages of 3 and 21, inclusive..."

Disabled students with or without a previous IEP may request a reasonable accommodation by contacting their teacher, counselor, or administrator. CICA does not require students to provide detailed medical records to document a disability. A doctor's note or other documentation of impairment, including records of academic impairment, may support an accommodation need. Students also have the right to refuse accommodation solutions offered by the school or propose a different alternative as part of the interactive process.

Any decision to deny or grant a request for reasonable accommodation by the SST shall be made in accordance with applicable federal and state law, including IDEIA, ADA, and the California Education Code. Reasonable accommodation can include, but are not limited to, modifications to school policies, practices, or procedures; auxiliary aids for classroom learning such as transcripts, readers, or modified equipment; altered testing conditions; presence of a student's trained service animal; or other measures necessary to ensure equal access to CICA's educational programs, as required by 304 C.F.R. 104.44. CICA may deny accommodation requests by a person with a qualifying disability and documented need if the requested accommodation imposes an undue financial, operational, or administrative burden, or fundamentally alters its educational program, provided no reasonable alternative can be found to meet the student's needs.

Element B Measurable Student Outcomes and Element C Student Progress Measurements [16][17][18][19]

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subparagraph (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." (Ed. Code § 47605(c)(5)(B).)

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

Measurable Goals of the Educational Program

CICA (California Innovative Career Academy) was founded to serve historically disadvantaged populations. It has always served a larger than 90% socially and economically disadvantaged student population. The founding philosophy of CICA demands that it offer extensive support beyond that which would normally be available to students in a traditional high school setting and far beyond that available in CAEP settings. To that end, all support services are available to all students. This, along with the radically different makeup of the CICA student population compared to most schools, has led CICA to set its performance targets for all students rather than for traditionally designated subgroups.

Measurement of Progress

CICA intends to implement 11th grade and begin administering state assessments during the 2025–2026 school year. Prior to this year, CICA did not serve 11th grade students and therefore did not participate in CAASPP testing. Given the limited time remaining in the current charter term, CICA will begin administering CAASPP assessments and analyzing baseline data; however, the school will not yet have sufficient longitudinal information to establish multi-year academic goals tied to CAASPP performance. During this initial implementation year, the Academics Department and the Accountability & Assessment Department will jointly review CAASPP results and use these findings to develop goals, targets, and instructional priorities for the subsequent charter term.

In the absence of historical state testing data, CICA will continue to utilize existing internal and external assessments as the most reliable indicators of student achievement. Specifically, CICA will maintain its use of CASAS testing to supplement CAASPP results and provide higher-resolution, ongoing measures of student progress. CASAS provides more frequent testing cycles and is better aligned with the developmental needs of adult learners, enabling staff to identify skill gains, instructional gaps, and needs for pacing adjustments throughout the year.

While Smarter Balanced assessments (SBAC) and other CAASPP assessments are the state's primary measures of academic performance, their design presents unique limitations for adult education settings.

CAASPP is intended to measure longitudinal growth across consecutive years of enrollment in traditional K–12 settings. In contrast, adult learners often return to school after significant educational gaps, may enter at grade 12 without any prior CAASPP history, and frequently do not remain enrolled long enough to participate in the grade-specific testing intervals for which CAASPP was designed. Additionally, adult learners are in a different developmental context than school-age children, further complicating the interpretation of CAASPP results as growth measures.

Therefore, while CICA will fully participate in CAASPP testing, these assessments require augmentation to yield actionable information for instructional planning in an adult-serving charter school. CASAS and EL Civics assessments will continue to serve as essential tools for monitoring progress throughout the year and evaluating student skill development that may not be captured through CAASPP alone.

Subgroups

CICA was founded to serve historically disadvantaged populations and consistently enrolls a student body that is more than 90% socioeconomically disadvantaged. Consistent with the school's founding mission, CICA provides comprehensive support services to all students, exceeding what is typically available in traditional high school or adult education settings. Because of this mission-driven model and the unique demographics of CICA's student body, the school has historically focused its performance monitoring on overall student performance rather than on traditional K–12 subgroup designations.

Beginning with the first year of CAASPP participation, CICA will analyze performance across all required state-defined subgroups as reported through CALPADS. In addition to these standard subgroups, CICA will augment its analysis by examining linguistic and cultural subgroups that are particularly relevant in an adult education context. For example, the CALPADS category of "White" includes large populations of English learners from Russia, Ukraine, Afghanistan, and other regions whose educational needs differ significantly despite being grouped together in state-defined categories.

To ensure equitable support for all learners, CICA will review state testing results, CASAS data, and EL Civics performance through multiple analytical lenses. This approach allows the school to identify meaningful subgroup differences, understand the diverse needs of its students, and develop targeted strategies that address both state-defined and locally relevant subgroups.

Cycles of Inquiry

CICA implements a structured, data-driven cycle of inquiry to ensure that instruction remains responsive to student needs and that gaps in progress are identified and addressed in a timely manner. This continuous improvement process integrates teacher-level, site-level, and schoolwide data and is supported by professional development, leadership oversight, and ongoing monitoring.

Teacher-Level Cycles of Inquiry

The CASAS Coordinator leads regular professional development sessions designed to build teacher capacity in data analysis and instructional planning. During these sessions, teachers review their class-level CASAS data, examine patterns in student skill gains, and identify students who may require additional instructional support or targeted interventions. The CASAS Coordinator guides teachers in interpreting score changes, drill-down indicators, modality-specific patterns, and student persistence factors. Together, teachers and the Coordinator establish clear instructional priorities for the next

cycle—such as reinforcing specific competencies, adjusting pacing, differentiating reading or listening tasks, or implementing targeted small-group instruction. These priorities are revisited in subsequent cycles to evaluate progress and refine strategies.

Leadership-Level Cycles of Inquiry

At a higher level, CICA utilizes CASAS analytics provided through Schoolytics to monitor schoolwide and site-based trends. These dashboards allow administrators—including the CASAS Coordinator, site leaders, and the Chief Academic Officer—to analyze longitudinal score patterns, cohort growth, level completion rates, and the distribution of learning gains across classrooms and school sites. This broader analysis helps identify exemplary instructional practices as well as classrooms or programs that may require additional coaching, professional development, or resource allocation.

Integration and Continuous Monitoring

Findings from both teacher-level and leadership-level analysis are integrated into CICA's ongoing instructional planning process. Priorities identified in each cycle inform PD offerings, coaching sessions, curriculum adjustments, and the deployment of academic supports. Subsequent CASAS and EL Civics assessment results are reviewed during the next inquiry cycle to determine whether interventions were effective or require further refinement. This structured, iterative approach ensures that CICA's instructional program remains responsive, equitable, and closely aligned to the needs of its adult learner population.

Alignment with State Priorities[20][21]

STATE PRIORITY #1— BASIC SERVICES The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
Subpriority A: Fully Credentialed Teachers	
Goal[22][23][24][25][26][27]	100% of core teachers will hold an appropriate and valid California Teaching Credential. These teachers may be fully credentialled or hold intern or emergency credentials as is appropriate to the teaching assignment. All teachers will be denoted as Fully Credentialed or Intern by CDE.
Method	Monthly Credential Monitoring. Each month CICA will document the credentialing status of all teachers in a report accessible to TRUSD and CICA leadership. Including an analysis of all temporary assignments and internships.
Measurement	Percentage of Teachers noted as Ineffective or Out-of-Field by CDE as reported in the annual SARC.
Subpriority B: Access to Standards Aligned Instructional Materials	

Goal	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in the charter petition.
Method	Review and approve all instructional materials each summer before the start of the school year to ensure alignment with Common Core, CASAS, and English Language Proficiency objectives. Conduct a midyear materials audit to evaluate sufficiency, replacement needs, and alignment with evolving instructional standards.
Measurement	Confirm 100 percent student access to standards aligned materials by the first week of each academic term, verified through distribution logs and classroom inventories. Executive Director or designee will review all instructional materials before purchase pursuant to E.C. § 60119. Report annually on instructional materials sufficiency in the School Accountability Report Card and maintain documentation verifying compliance with state requirements

STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
Subpriority A: Implementation of Standards	
Goal	At CICA 100% of core academic classrooms will offer curriculum aligned to common core state standards.
Method	**Provide quarterly professional development on standards aligned instructional practices**, ensuring teachers can effectively use diverse curriculum materials to meet varied student needs. **Conduct three implementation checks per year** (fall, winter, spring) to monitor curriculum engagement and instructional fidelity through classroom observations and teacher reflection logs.
Measurement	By August 30th each year, verify that 100 percent of core academic classrooms are equipped with Common Core aligned curriculum, confirmed through an annual instructional materials review conducted by the Executive Director or designee. Confirmed in the annual SARC.
Subpriority B: EL Student Access to Academic Content	

Goal	100% of English Language Learners will gain academic content knowledge through implementation of Common Core State Standards.
Method	Measure EL students' access to academic content each trimester using course completion data, EL Civics assessments, and progress toward mastery of integrated ELD and Common Core learning objectives. EL students will be offered differentiated instruction in contexts integrating Common Core State Standards with ELP objectives such as English for Work and Life and EL Civics courses.
Measurement	Administer level exit tests and track EL Civics performance annually to determine whether English Learners are gaining academic content knowledge in alignment with program expectations. Monitor English language proficiency growth each semester using CASAS reading scores, measurable skill gains, and redesignation indicators to ensure every EL student demonstrates measurable progress.
Subpriority C: EL Students and English Language Proficiency	
Goal	100% of English Language Learners will make measurable progress towards English language proficiency.
Method	EL students participate in English Language Arts/Literacy instruction with appropriate in-class instructional support which includes structured English language development, small group teacher support, paraeducator support, and usage of SDAIE strategies.
Measurement	The school will track annual metrics including the rate of redesignation from Intermediate ESL to Adult Basic Education, measurable skills gains, and CASAS reading gains.

STATE PRIORITY #3— Educational partner involvement. State priority 3 references parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation. However as all CICA students are 22 years and over CICA will focus instead on engaging the feedback of educational partners including but not limited to students and community partners.	
Subpriority A: Educational partner engagement	
Goal	Promote student involvement in setting schoolwide priorities and implementing academic programs and student services through hosting at least five educational partner events.

Method	**Collect and analyze student feedback after each event** using qualitative and quantitative methods, with findings compiled within 30 days and incorporated into annual planning and the LCAP.
Measurement	Student feedback will be recorded, collated, and analyzed by CICA staff incorporating both qualitative and qualitative methodologies. Student feedback will be incorporated into the annual LCAP.
Subpriority B: Student Participation	
Goal	Survey students in 10 more languages to promote engagement with school culture and receive actionable quantitative feedback, with at least 50% student participation.
Method	Each year CICA will circulate a student satisfaction survey.The survey will be made available in not less than the 5 most widely spoken languages among the student population. Results will be analyzed and presented to the HCCTS Board with recommendations for LCAP priorities based on the results.
Measurement	CICA will track the number and percentage of students participating in the survey.
Subpriority C: Community Partner Engagement	
Goal	Maximize the opportunity for CICA students and staff to meaningfully engage with community partners by hosting at least 5 events accessible to CICA students remotely (i.e. through Zoom).
Method	Community partner events will be held throughout the year including job fairs, immigrant resource presentations, Know Your Rights presentations from local agencies, and cultural events celebrating diverse student backgrounds.
Measurement	All community partner events will be assessed for engagement and impact including number of students engaged and the results will be reported to the HCCTS Board with recommendations for incorporation into the LCAP. Publish an annual summary of educational partner engagement in the LCAP by June 30, including event counts, participation levels, survey data, and key themes that informed schoolwide decision making.

STATE PRIORITY 4: Student Achievement **Academic Achievement Metrics, performance on standardized tests, progress of English**

Language Learners	
Subpriority A: Academic Achievement Metrics	
Goal	The school will analyze available CAST and CAASPP results and identify any subgroups performing below average. Schoolwide academic achievement metrics will meet targets as agreed upon with our Authorizer as quantified below in CICA Academic Achievement Metrics with the goal of an annual 2 point increase in reading and math indicators.
Method	The SBAC will be administered for all 11th Grade students and CAST for all 12th grade students. All CICA students take regular CASAS tests every 6-8 weeks. All 12th grade students have regular meetings scheduled with counselors and are provided a personalized graduation plan to ensure they graduate within the same program year as admission to the 12th grade.
Measurement	All Academic Achievement measurements are reported to the Authorizer yearly in an annual report.
Subpriority B: Standardized Tests (SBAC)	
Goal	Ensure all students and teachers are adequately prepared to engage with SBAC. 100% of teachers will receive training on SBAC. 100% of students will be informed of the SBAC testing window.
Method	Implement two mandatory trainings on Smarter Balanced assessment for teachers and paraeducators before January 30. CICA will begin implementation of Smarter Balanced (SBAC) for 11th grade in the 2025-2026 school year. The designated LEA CAASPP coordinator will coordinate training and implementation.
Measurement	The designated LEA CAASPP coordinator will report CAASPP results to CICA and TRUSD. The CAASPP coordinator will conduct a review of training, timeline and results to be presented to the HCCTS Board in September of each school year.
Subpriority C: Progress of English Language Learners	
Goal	English Language Learners will see consistent growth including average

	CASAS Reading STEPS gains of 2 points or greater per program year and Measurable Skills Gains as reported to NRS meeting or exceeding the state average.
Method	CASAS tests will be taken by all students every 8 weeks at a minimum, the percentage of students with pre and post test scores will meet or exceed 55%.
Measurement	The CASAS coordinator will review monthly progress reports. The progress of English Language learners will be analyzed and reported in the CICA annual progress report provided to TRUSD each year.

STATE PRIORITY #5— STUDENT ENGAGEMENT Pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates	
Subpriority A: Student Attendance Rates	
Goal	CICA will ensure an 80% attendance rate.
Method	Attendance with sufficient academic progress will be a requirement of continued enrollment at CICA. Students not meeting requirements will receive academic support and intervention.
Measurement	Monthly, quarterly and annual attendance reports, Periodic attendance rates will be visualized in Schoolytics.
Subpriority B: Chronic Absenteeism	
Goal	CICA will reduce chronic absenteeism by 5% yearly.
Method	CICA will enforce mandatory attendance policies designed to promote attendance. See the attendance SOP attached in the appendix.
Measurement	As reported in Dataquest.
Subpriority C: Graduation Rates	
Goal	CICA will monitor graduation rates to evaluate the progress of subgroups. CICA will develop a plan to address the progress of all subgroups performing below the school average.
Method	CICA will analyze CAPLADS graduate data and identify subgroups performing below average. The Chief Academic Officer will create an equity plan to address discrepancies.

	All CICA 12th graders will be prepared for graduation with personalized graduation plans and extensive academic and counseling support.
Measurement	The results of the graduation analysis will be presented annually to the HCCTS Board in September of each school year. This analysis will include a plan and target for each underperforming subgroup.

STATE PRIORITY #6— SCHOOL CLIMATE School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
Subpriority A: Pupil Suspension Rates	
Goal	CICA will maintain a suspension rate of less than two percent.
Method	CICA will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	CICA will track student suspension in PowerSchool and report it in CALPADS.
Subpriority B: Pupil Expulsion Rates	
Goal	CICA will maintain an expulsion rate of less than two percent.
Method	CICA will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	CICA will report student expulsion rates using CALPADS.
Subpriority C: School Climate	
Goal	CICA will ensure 90% of enrolled students respond to the student climate survey.
Method	As part of CICAScommunity partner engagement, the yearly student climate surveys will be distributed to all students by teachers. Teachers will be trained on the survey and participation incentivized.
Measurement	The accountability department will collate and analyze student survey results and present the results to the HCCTS Board of Directors including year over year trends in responses and rate of survey completion.

STATE PRIORITY #7— COURSE ACCESS The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 9-12: English, social sciences, science, mathematics, visual and performing arts, applied arts, and career technical education.	
Goal	100% of students will have access to all content areas. As a school with many credit recovery students, not all students will be enrolled in all subjects, however all students will have access to the courses needed to graduate high school with a broad course of study.
Method	Conduct an annual audit of the full course catalog by July 31 to verify that all required subject areas—including English, social sciences, science, mathematics, visual and performing arts, applied arts, and CTE—are available to students. Review all student schedules each semester to confirm that 100 percent of students have access to the courses needed for graduation and to ensure equitable access for English Learners, unduplicated students, and students with exceptional needs.
Measurement	Evaluate and update course outlines and descriptions annually by September 30 to maintain alignment with Common Core State Standards, ELP objectives, and EL Civics content areas. Monitor enrollment patterns quarterly to ensure that designated English support classes are providing integrated access to core content areas for English Learners and that course availability aligns with student demand. Publish an annual Course Access Report each January summarizing course offerings, student enrollment trends, access to designated supports, and any adjustments made to maintain compliance and alignment with state priorities.

STATE PRIORITY #8— Pupil Outcomes	
Subpriority A: English	
Goal	All students will demonstrate an increase in proficiency in English Language Arts/Literacy as measured by state testing scores and CASAS test.
Method	CICA will implement the SBAC annually with the first test to be conducted in Spring 2026.

	All English learners will receive English language instruction integrated with ELA standards. All English proficient high school students will demonstrate mastery through course completion. All students will receive regular CASAS reading testing
Measurement	CICA will analyze initial ELA results for the SBAC and produce an analysis and plan to be presented to the Board in September of the 2026-2027 school year. Average CASAS reading tests will meet or exceed 2 points per program year. Yearly the program will meet or exceed California state targets for Measurable Skills Gains.
Subpriority B: Social Science	
Goal	All English language learners will participate in Civics education.
Method	Students will take 3 yearly EL Civics Civics exams.
Measurement	The school will maintain an 85% passing rate for Civics exams.
Subpriority C: Mathematics	
Goal	All students enrolled in Mathematics will make measurable progress.
Method	Math students will receive pre and post CASAS testing to evaluate the effectiveness of the program.
Measurement	All math students will meet or exceed a 2% CASAS Math Goals gain on average.

Determining Academic Standing (Grade Level)
Upon admission to CICA, a student's grade level is determined based on the evaluation of transcripts of any previous schooling. Students enroll with a very wide variety of educational attainment, academic skills, credits, and English language proficiency. Students are placed in grade levels based on credit attainment.

Grade Level	
Grade 9	0-49 credits
Grade 10	50-99 credits
Grade 11	100-149 credits

(proposed addition)	
Grade 12	150-180 Credits

Assessment
CICA uses a variety of formative and summative assessments to evaluate our students. During enrollment, students participate in placement testing to determine English proficiency, including CASAS testing. Students participate in content knowledge and skills-based assessments in their lessons. CASAS assessments are administered to all students every six to eight weeks. EL Civics assessments are administered each term.

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

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

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
English Language Proficiency Progress	Internally developed ESL Level placement / exit test	At Enrollment, End of Term
EL Civics Assessments	CASAS approved assessment plans (COAAPS)	Three times each year in the following months: November, March, June
High School Content Mastery	Course assessments and course grades Savvas imbedded assessments	At the end of every high school course Savvas: mid-unit assessments; formal and informal evaluations
ELA and Math Achievement	Smarter Balanced (CAASPP) Savvas imbedded assessments	CAASPP: Once in grade 11. Savvas: mid-unit assessments; formal and informal evaluations
Science Achievement	CAST Savvas imbedded	Once in high school grades 10 or 12.

	assessments	Savvas: mid-unit assessments; formal and informal evaluations

English Language Proficiency Placement
CICA assesses all students as part of the enrollment process through CASAS testing to establish a baseline for academic achievement. Additionally, students of limited English proficiency will participate in an English Learner Assessment (ELA) placement test to determine English proficiency.

State Testing
In compliance with California Education Code requirements, CICA will offer the CAASPP Smarter Balanced Assessments Consortium (SBAC) to all students in 11th grade. CICA also offers California Science Tests (CAST) to all 12th-grade students who have not previously taken the science test in high school. Testing will be coordinated by the Assessment Coordinator with academic staff and test proctors. Because CAASPP testing is new to CICA, the determination of the details of testing windows and procedures will be an ongoing process by academic and assessment staff.

Physical Fitness Test (PFT)
CICA acknowledges the importance of testing; however, the PFT was intended for children in grades: 5, 7, and 9. It was developed by The Cooper Institute to measure the fitness of youth. All of the healthy performance zones were determined by age and gender, ages 5-17+ and were norm referenced for the outcomes of children. CICA believes that the PFT would cause considerable stress to adult students and its imposition would likely reduce the chances that adult students remain motivated to complete their education.

Student Growth
CICA uses the Comprehensive Adult Student Assessment System (CASAS), a competency-based adult assessment program validated by the U.S. Department of Education for use in adult education. While CICA is a K-12 institution, there are few assessment programs designed to evaluate the growth of adult students. Consequently, CASAS is an essential tool for the evaluation of student progress at CICA. The test series used by CICA is listed below.

Test Series
CASAS Reading STEPS
CASAS Listening STEPS
CASAS Reading GOALS 2
CASAS Math GOALS 2

Students receive CASAS testing every 7 weeks. Testing is conducted via a kiosk application installed on CICA chromebooks. Testing can only occur in a proctored environment and is conducted by test proctors or teachers.

All students receive CASAS reading tests. CASAS Math assessments are administered to all students enrolled in math courses to evaluate the effectiveness of the instruction they receive.

Schoolwide CASAS outcomes include average point gain, measurable skills gains, and pre and post testing rates. Below are the average point gains for the previous three program years.

Average Point Gain per Program Year			
	2022-2023	**2023-2024**	**2024-2025**
ELL			
CASAS Reading	5.8	3.9	6.2
CASAS Listening	8.4	4.7	6.2
ABE			
CASAS Reading	5.0	4.9	5.6
CASAS Math	2.5	4.9	6.4

The data shows consistent improvement in student outcomes. particularly in the 2024–2025 school year. For ELL students, both CASAS Reading and Listening scores rebounded after a dip in 2023–2024, each rising to 6.2 points—the highest gains observed over the three-year span—indicating renewed effectiveness in language instruction. In the HS program, CASAS Math scores saw the most notable growth, more than doubling from 4.9 to 6.4, which suggests that recent changes in math curriculum or support have had a strong impact. ABE Reading scores also increased steadily, climbing each year from 5.0 to 5.6, pointing to sustained literacy development. These trends highlight encouraging progress in both foundational literacy and numeracy across programs.

Measurable skills gains represent the number of students progressing in an Educational Functioning Level as defined by the National Reporting System (NRS), the federal accountability system. Measurable skills gains are an important indicator of both English language and academic progress.

Percentage of students with pre and post test achieving a measurable skills gain				
ESL Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	65.00%	78.90%	71.76%
	CA State target	30.50%	34.00%	TBD
Level 2	Achieved	58.33%	84.55%	84.52%
	CA State target	30.50%	40.00%	TBD
Level 3	Achieved	53.49%	77.53%	82.19%

	CA State target	34.50%	37.00%	TBD
Level 4	Achieved	61.67%	68.36%	78.18%
	CA State target	30.50%	34.50%	TBD
Level 5	Achieved	58.62%	75.10%	76.24%
	CA State target	31.50%	34.50%	TBD
Level 6	Achieved	0%	75.34%	58.70%
	CA State target	21.50%	25.00%	TBD

Percentage of students with pre and post test achieving a measurable skills gain				
ABE Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	85.71%	65.22%	76.47%
	CA State target	40.00%	44.00%	TBD
Level 2	Achieved	58.33%	63.21%	70.93%
	CA State target	42.50%	44.00%	TBD
Level 3	Achieved	53.49%	55.56%	63.76%
	CA State target	38.00%	43.00%	TBD
Level 4	Achieved	61.67%	64.41%	75.47%
	CA State target	40.50%	43.00%	TBD
Level 5	Achieved	58.62%	54.19%	59.18%
	CA State target	35.50%	42.00%	TBD
Level 6	Achieved	0%	0%	21.33%
	CA State target	36.50%	43.50%	TBD

CICA Measurable Skills Gain for all learners compared to state average

	2022-2023	2023-2024	2024-2025
CICA	68.9%	69.8%	73.0%
CA State Average	44.36%	44.8%	TBD

CASAS pre and post tests are essential for measuring student progress but also serve as an important measure of student engagement.

Percentage of Learners with Pre and Post CASAS Test		
2022-2023	2023-2024	2024-2025
57%	66%	71%

The data above reflects a clear upward trend in the percentage of students who received both a pre- and post-test over the past three years. In 2022–2023, 57% of students received both tests. This increased to 66% in 2023–2024 and rose again to 71% in 2024–2025. This steady improvement demonstrates CICA's growing commitment to data-driven instruction and collective efforts to ensure more students are assessed consistently, allowing CICA to better capture and respond to their academic development.

Teachers, counselors, and proctors at CICA work diligently to ensure that all students complete both the CASAS pre- and post-tests; however, reaching 100% participation remains a challenge. To address this, CICA is implementing several strategic measures, including hiring additional proctors, expanding staff training, purchasing more laptops to support testing, and developing a more structured and comprehensive testing schedule. Additionally, the recent hiring (August 2024) of a dedicated CASAS Coordinator has provided focused leadership to further strengthen the assessment processes. Through these efforts, CICA is committed to increasing the percentage of students completing both assessments in the coming years.

EL Civics Civic Objective and Additional Assessment Plan Data (COAAP)

Integrated English Literacy and Civics (IELCE/EL Civics) programs provide English learners with literacy instruction while developing the civic knowledge and workforce skills needed to participate fully in U.S. society. Assessments are developed according to COAAPs supplied by CASAS and reported to the state via TOPSpro Enterprise.

For the past five years, CICA administered EL Civics assessments through Google Forms, collating results via automated Google API scripts. While cost-effective, this approach became unsustainable as the dataset expanded. In 2025, CICA piloted the use of Edcite, which streamlined reporting, improved assessment quality, and enabled more detailed tracking of student outcomes.

Program Data

Results from the past two program years demonstrate both the scale of participation and consistently strong pass rates:

- 2023–24: Students attempted 1,455 assessments, with 1,045 passes (72% pass rate). Themes included Employment, Personal Finance, and DMV readiness.
- 2024–25: Participation expanded significantly, with 2,837 assessments attempted and 2,027 passes (71% pass rate). Themes included Employment, Health and Nutrition, and Education.

These results indicate both growth in student participation and stable success rates, demonstrating that English learners are not only engaging in EL Civics instruction but are mastering key competencies in

employment readiness, financial literacy, health, and civic education. The expansion from 1,455 to 2,837 attempted assessments in just one year reflects increased system capacity, improved reporting structures, and the successful adoption of Edcite as a platform.

EL Civics Assessment Data				
Program Year	**Theme**	**COAAP #**	**Attempted Assessments**	**Passed Assessments**
2023-2024	Employment	33.9	176	156
2023-2024	Personal Finance	1.8	633	394
2023-2024	DMV	12.7	646	495
2023-2024	Total		1455	1045
2024-2025	Employment	33.8	940	628
2024-2025	Health and Nutrition	46.7	1158	854
2024-2025	Education	13.6	545	739
2024-2025	Total		2837	2027

High School Graduation

Graduation is the most powerful marker of student success at CICA. For our adult learners, graduation is more than a diploma—it represents years of determination, resilience, and perseverance in the face of significant challenges. Many students have overcome interrupted education, displacement, language barriers, and personal hardships to reach this milestone. At CICA, graduation is treated as a holiday: a joyful celebration for students, families, and staff alike.

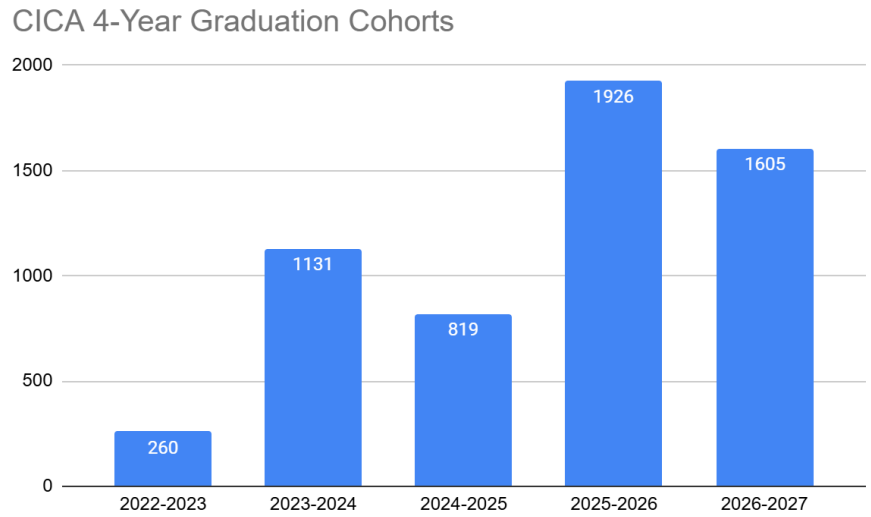
Because its students complete credits throughout the year, CICA offers multiple graduation ceremonies annually—in both summer and winter—so every student has the opportunity to "walk the stage" in front of their community. Each year, the ceremony has grown in size and prominence, with venues expanding to accommodate the increasing number of graduates.

CICA Cohort Graduation

CICA faces unique challenges in relation to traditional 4- and 5-year cohort graduation rates. Before 2021, English learners were designated as primary students in grades 1–2. In 2020–21, all CICA students were redesignated as high school students to better reflect their adult status. This redesignation dramatically increased the size of the 4-year cohort, even though over 80% of entering students began with limited secondary education skills and required extended time in grade 9 to develop English and academic foundations.

Conversely, some students—such as immigrants arriving with stronger English proficiency and prior academic backgrounds—graduate much more quickly. For example, Winter 2025 graduates averaged 2.5 years of enrollment, well outside the traditional 4-year window. These dynamics lead to artificially low cohort rates that do not accurately represent student success.

The chart below illustrates these complexities:



CICA 4-Year Cohorts: While the 4-year cohort count grew from 260 (2022–23) to 1,605 projected in 2026–27, only a fraction of actual graduates appear in these rates. In 2024–25, for instance, just 76 of 300+ graduates were captured in the 4-year outcome.

CICA 1-Year Graduation Rate

To better reflect the reality of adult education, CICA also tracks and reports the 1-Year DASS Graduation Rate, which measures the percentage of 12th graders completing a diploma within the same program year.

- Growth: The 1-year rate nearly doubled in 2024–25, reaching 43.2%, compared to 22.6% in 2023–24.

- Raw Numbers: Graduates reported in CICA's LCAP also increased steadily from 200 (2022–23) to 323 (2024–25).

CICA students must work to overcome a wide variety of barriers to participate in education and achieve academic success. An adult learner is engaged with responsibilities and demands that pay no respect to their academic journey, making them inherently at very high risk of not completing their education. In every sense, these are alternative students. In recognition, CICA continues to track and report the 1-year graduation rate. The 1-Year graduation rate is calculated as follows:

$$\frac{\text{\# graduates as reported in CALPADS - (all students without 90 days cumulative enrollment)}}{\text{All students enrolled in 12th grade for the program year - (all students without 90 days cumulative enrollment)}}$$

This metric, combined with raw graduate counts, provides a more accurate picture of CICA's impact, capturing the success of students who accelerate or extend their time beyond traditional cohorts. The upward trend in both rate and number of graduates demonstrates the effectiveness of CICA's academic model and support systems.

2022-2023	2023-2024	2024-2025
23.5%	22.6%	43.2%

ELL Level Progress
English Language learners progress through courses designed to advance their English Language skills while allowing them to engage with increasingly in-depth standards-aligned content.

Graduation outcomes are directly tied to English Learner advancement. Reaching Level 3 (Intermediate) in ELD marks a pivotal milestone: students transition into the full high school program, where they engage with core academic standards while continuing to receive integrated English language support. This bridge ensures that English acquisition and diploma attainment are inseparable parts of student success.

Alternative School Status

CICA is fully accountable to the California Department of Education (CDE) to ensure that students meet state standards. California adopted the Local Control Funding Formula (LCFF) in 2013, creating the California School Dashboard to monitor performance across schools. However, these traditional accountability measures were designed for K–12 systems and often fail to capture the unique realities of adult and alternative learners.

To address this gap, the CDE created the Dashboard Alternative School Status (DASS) system, which provides alternative schools with more appropriate accountability metrics. When CICA opened its main hub in Sacramento in August 2019, it adopted DASS and has consistently complied with its requirements. In November 2024, CICA worked with Twin Rivers Unified to finalize a set of DASS-aligned metrics. While CICA was notified in December 2025 that it would lose official DASS status, the school remains deeply committed to accountability. We continue to track these measures internally—

now reported as CICA Academic Achievement Metrics—to ensure transparency, rigor, and continuous improvement.

CICA Academic Achievement Metrics
Academic Achievement
ESL
1. The percentage of CICA English Language learners with a pre and post-test achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).
ABE
1. The percentage of CICA high school learners with a pre and post-test, achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).

Academic Improvement
ESL
1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at CICA enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The percentage of CICA English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.
ABE
1. The average CASAS Reading Gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The 1-year Graduation Rate for CICA learners will meet or exceed 20% as reported in California School Dashboard.

Student Engagement
All Levels
1. The percentage of CICA students with a CASAS pre and post-test will meet or exceed 55% as measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE
ABE
1. The percentage of 12th grade CICA high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of CICA high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

Teacher-Designed Formative Assessments

CICA teachers employ a wide range of **informal and formative assessment strategies** to monitor student learning and ensure mastery across subjects, including reading and vocabulary, writing and grammar, speaking and pronunciation, listening, digital literacy, mathematics and consumer economics, science, history/social science, government and law, health, and independent living.

Formative assessments are integrated into daily instruction and provide timely feedback to guide both teaching and learning. Common tools include:

- Benchmark assessments to measure progress against standards
- Oral and multimedia presentations to assess communication and digital skills
- Written assignments such as journals, essays, research projects, and book reports
- Performance-based tasks, including independent projects, portfolios, and demonstrations
- Traditional measures such as tests, quizzes, grammar diagnostics, and comprehension checks
- Daily learning artifacts such as homework, workbook activities, and applied practice

Through this comprehensive approach, teachers are able to monitor progress continuously, adjust instruction responsively, and ensure that students are building the knowledge and skills required for academic advancement and real-world success.

Grading and Progress Reporting Systems

CICA maintains a rigorous and transparent grading and reporting system designed to hold students to high standards while providing multiple opportunities for mastery. The school uses a grading system A,

B, C, D, and No Grade (NG), with GPA points assigned as follows: A = 4.0, B = 3.0, C = 2.0, D = 1.0, and NG = 0.0. Although teachers may add plus or minus designations, these do not alter the GPA value. To ensure deep learning and persistence, CICA requires that students earn at least a "D" or higher to receive credit for a course. Students who earn below a "D" must revise or redo work and demonstrate mastery before credit is awarded.

Grades are issued at multiple points—upon course completion, partial completions, or at the end of the term—ensuring timely feedback to students and counselors. In addition to letter grades, teachers provide narrative feedback and individualized support, fostering a growth mindset and continuous improvement.

Evaluation Methods

CICA uses a multi-method evaluation system to measure whether students meet academic expectations and mastery standards. Methods include:

- Teacher-designed assessments (benchmarks, unit tests, projects, and presentations)
- Student self-assessments and reflection
- Publisher-embedded assessments (e.g., Savvas, Burlington English, CASAS-aligned resources)
- Portfolios of student work (writing samples, research projects, digital artifacts)

High school course completion is directly tied to end-of-unit and end-of-course assessments, with a minimum passing threshold of 80%. This ensures both rigor and consistency across the curriculum.

Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data
CICA uses assessment data in four primary ways. First, assessment serves as a diagnostic tool to identify content areas a student has not yet mastered. This allows instructional staff to gain a clear understanding of each student's gaps in content knowledge and skill development, enabling targeted intervention and personalized instruction.

Second, aggregated student learning data are used to evaluate overall school performance. A dedicated team of professionals at CICA analyzes a broad range of academic indicators, including enrollment trends, placement assessments, demographic data, CASAS assessments and gains, course grades, graduation rates, and student retention. By examining student outcomes over time, the school is able to assess performance by teacher, course, program, and schoolwide, and compare results to those of similar institutions.

Third, assessment data informs decisions regarding student progression and formal recognition, such as level completion, graduation, licensure, or certification.

Finally, assessments are used to identify students who may be underperforming relative to their peer group, prompting review of placement and potential intervention supports. In cases where a student is not adequately progressing in a course, reassignment to a remedial course or additional instructional

support from teachers, paraeducators, or specialists may be required to ensure the student is able to complete course materials and meet academic expectations.

This cycle is led by the Instructional Leadership Team (ILT) and supported by counselors, paraeducators, and assessment staff, ensuring that data directly shape instruction and student support.

Retention
CICA addresses student retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagement systems coordinate efforts to strengthen two-way communication between students and the school. Retention is supported by a team of professionals, including counselors and academic staff. This collaborative approach enhances student relationships and contributes to increased achievement and retention.

Program Audit
CICA provides TRUSD with a comprehensive annual performance report that includes, at a minimum, the following data:

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

Local Control and Accountability Plan (LCAP)
CICA develops its Local Control Accountability Plan (LCAP) in accordance with the template adopted by the State Board of Education. The LCAP serves as the school's comprehensive planning and accountability tool, integrating academic goals, fiscal priorities, and stakeholder input. Previous to the adoption of a state board template, CICA will follow the basic methods used for the School Accountability Report Card. The plan includes measurable pupil outcomes aligned to the state priorities outlined in California Education Code § 52060(d), as well as local priorities identified by CICA to address the specific needs of adult learners. These priorities encompass academic achievement, student engagement, school climate, access to a broad course of study, and workforce readiness. The LCAP is

updated annually through a collaborative process that engages students, staff, and community partners. Each year, CICA presents both the annual update to the LCAP and the Local Control Funding Formula (LCFF) budget overview for parents at a public meeting of the Board of Directors, no later than February 28. This presentation ensures transparency, provides opportunities for feedback, and demonstrates the school's commitment to continuous improvement and fiscal responsibility.

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CICA
California Innovative Career Academy
LOCAL CONTROL AND ACCOUNTABILITY PLAN
2024-2025
GOAL ONE
ACADEMIC ACHIEVEMENT
1.1
CURRICULUM AND DIGITAL LEARNING
Digital Navigators
Hardware and Software
Gamification
Culturally Relevant Curriculum
Purchase and Implementation
Supplemental Learning Materials
$ 7,709,568.78
1.2
CLASSROOM SUPPORT
Academic Coaching
Mentors, Tutors, Paraeducators, Literacy Support Staff, Reading Support Staff, Staff Training
Literacy Support
Libraries, Pleasure Reading Books, Reading Specialists, Staff Training for Phonemic Awareness, Literacy Support
Assessment Support
Proctors, Assessment Recognition, Preparation, Assessment Tools
Students with Disabilities
Identification, Employees who specialize, Support offered
College-Bound Students
A-G Courses
$ 4,139,883.13
1.3
ENGLISH LANGUAGE LEARNERS AND STUDENT ENGAGEMENT
Student Onboarding and Welcome Process
Cultural Festivals and Spirit Days
Student Celebrations
Field Trips
Student Leadership
Community Service and Electives
$ 846,265.48
1.4
PROFESSIONAL DEVELOPMENT
Teacher and Administrator Training and Credentialing
Mentor Stipends
Lead Teacher Stipends
Courses Reimbursements
Conferences
All-Staff Professional Development Days
Credentialing Coordinator
Credentialing Generalists
Professional Development Coordinator
$ 1,269,398.21
GOAL TWO
WORKFORCE READINESS & CTE
2.1
CTE EXPANSION
Acquire Partnerships
Partner with CTE Programs
Expand to new Facilities
Purchase Tools and Uniforms
Pay for Certifications and Licenses
$ 2,414,999.60
2.2
WORKFORCE SOLUTIONS
Job Search Support
Internship Support
Resume Writing
Practice Interviews
$ 1,550,000.00
2.3
COLLEGE AND CAREER READINESS
College Exploration
College Field Trips
Application Support
FAFSA and Scholarship Support
Workforce Readiness Courses
Digital Literacy Training and Support
Transcript Evaluation Services
$ 50,000.00
2.4
CTE FAIRS AND EVENTS
Plan CTE events
Share the programs we currently have with students and staff
CTE Graduations and Celebrations
$ 14,836.00
GOAL THREE
STUDENT SERVICES
3.1
BASIC NEEDS SUPPORT
Homeless Services
Clothing Closet
Food Distribution
Student Transportation
Communication Plan
Transportation
Identification of Students with Disabilities
Parent Support and Education, Learning Centers, Summer Programs
$ 878,353.97
3.2
MENTAL HEALTH SUPPORT
Mental Health Support
Socio-Emotional Support
Student Intervention Team
$ 500,000.00
3.3
ENGLISH LEARNER SUPPORT FOR STUDENT SERVICE
Communication for Student Services Available to Students in L1
Translation Support
Materials Available in L1
Communication Plan
$ 302,237.66
3.4
WELLNESS CENTERS
Student Fitness Facilities
Personal Training
Nutrition Support
Group Fitness Classes
Lifestyle Coaching
$ 334,326.17

Element D Governance

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

California Innovative Career Academy (CICA) operates as a directly funded independent charter school under HCCTS, a California nonprofit public benefit corporation, in compliance with applicable California law and federal law. CICA commits to maintaining its nonprofit status in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board"), which is the governing authority for CICA and is ultimately responsible for ensuring that the school remains faithful to its mission, operates in compliance with its charter, and maintains fiscal viability. The Board functions in accordance with its bylaws, California nonprofit law, and applicable provisions of the Education Code. While the Board maintains fiduciary responsibility and ultimate decision-making authority, it delegates day-to-day management to CICA's Executive Leadership Team.

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

Governance Procedures and Operations

Meeting Requirements and Procedures

All meetings of the CICA Board of Directors are conducted in full compliance with the Ralph M. Brown Act and Education Code § 47604.1(c). Meetings are open to the public, and each agenda includes an opportunity for community input regarding the California Innovative Career Academy.

Agendas are posted prominently at the school's main office and on the CICA website at least 72 hours in advance of regular meetings and 24 hours in advance of special meetings. Emergency meetings may be called without standard notice when immediate action is required, consistent with the Brown Act.

Meetings are held at the principal office of CICA or at other publicly accessible, non-discriminatory locations within California as designated by Board resolution or meeting notice. Teleconferencing is permitted, provided that the public may attend from all listed locations and all votes are conducted by roll call. Pursuant to AB 2449 (effective through January 1, 2026), Board members may also participate remotely under specific conditions without disclosing their physical location, provided public access requirements are maintained.

Approved minutes are posted to the CICA website within 72 hours and are made available to the public upon request. The Board meets regularly—typically monthly during the school year—and adopts an annual calendar of meetings, with adjustments made as needed to accommodate holidays or other scheduling conflicts.

Decision-Making Procedures

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

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

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

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

Board Composition and Membership

Board of Directors

Mike Reid (Corporate President)



Mike Reid is a Board Member for Highlands. He has been an educator for over 38 years and has served in various roles throughout his career, including teacher, Vice-Principal, Principal, and Schools Superintendent. He has had the opportunity to assist and be recognized for three California Distinguished Schools.

His work in charter schools spans over nine years, during which he oversaw the development of a new charter school and served as the Learning Analyst for another. He also served as a consultant for the state of Hawaii for nearly three years, focusing on school academic improvement.

Sharon Rocco (Corporate Vice-President)



Sharon Rocco was born in Oregon and moved to California in 1959. In 1967, Rocco moved to Manila, Republic of the Philippines, and graduated from Brent Episcopalian Boarding School in Baguio City. In 1969, she returned to Sacramento, California, and completed college at California State University, Sacramento with a Bachelor's degree in Social Work and Corrections. Sharon began her career in 1975 with the California Department of Corrections as a Parole Agent and served both in rank and file and administrative positions until she retired in 2005. Sharon was elected to Highlands Community Charter School's Board of Directors in July 2015.

Matt Levesque



Matt Levesque is a longtime educator who taught English and Career & Technical Education before serving as a Vice Principal and Principal at multiple school sites. His career has been defined by a commitment to supporting underserved and at-promise students, beginning with his work at a Continuation High School, where he later became Principal.

Matt helped expand student success pathways and played a key role in developing the Industrial Technology program at Highlands. He retired in 2024 and joined the Board in 2025 to support Highlands' mission to "Build Back Better."

Symia Stigler



Symia Stigler is a national leader in K–12 program design, attendance improvement, and workforce pathways. She previously served as Executive Director of the Attendance Institute and Deputy Director of Sacramento READS, where she led regional literacy, attendance, and youth development efforts.

Her expertise spans K–12 and postsecondary education, workforce development, multi-sector partnerships, and community-driven program design focused on improving outcomes for young people.

Pamela A. Pascual



Pamela Pascual brings extensive executive experience in organizational design, trauma-informed practice, governance, and community engagement. As CEO of Let's Talk About It Corp. (LTAIC), she has championed learner-centered reforms grounded in transparency, collaborative leadership, and strong support systems for adult learners and their families.

Her work reflects a long-standing commitment to elevating community voices and strengthening equitable, learner-focused education systems.

Board Member Selection Process
The Board of Directors shall consist of a minimum of three and a maximum of eight members; however, following the resignation of any director serving as of September 20, 2024, the maximum number of members shall be reduced to seven. To mitigate the occurrence of tie votes, the Board endeavors to maintain an odd number of members. Furthermore, school districts or county offices authorized to oversee HCCTS schools are entitled to appoint one voting representative to the Board.

Candidates for Board membership are sought from diverse professional backgrounds, including education, finance, law, public policy, human resources, and community leadership. Ideal candidates demonstrate alignment with CICA's mission, a commitment to its success, and the ability to provide expertise or resources in support of the school.

People who work for the school (or have close family ties to someone who does) cannot serve on the Board. Each director serves a 3-year term and stays in the role until a new director is chosen. If a director leaves—due to resignation, death, legal issues, or missing three meetings—the Board can fill that spot by majority vote. Chartering authorities can fill or remove their own representatives.

In accordance with Education Code § 47604.2(b)(2), the Board may, upon receipt of a qualifying petition, choose to include at least one student member. If appointed, the student member may be granted preferential voting rights as provided by law.

Board members may resign at any time by submitting written notice. However, no resignation shall be effective if it would reduce the Board below the minimum required membership, unless the Attorney General is notified. Should a vacancy arise due to resignation, death, legal disqualification, or failure to attend three consecutive meetings, the Board may fill the position by majority vote. Chartering authorities retain the right to appoint or remove their own representatives. Reductions in the Board's authorized size will not prematurely terminate current directors' terms.

CICA will not make contracts or approve actions where a director or key employee have a potential financial interest in the contract or action that precludes CICA from approving the same pursuant to Section 1090 et seq, the Political Reform Act, or other statutory, regulatory, or common law preclusions of conflicts of interest. It also will not loan money or property to any director or officer, except it can advance money for work-related expenses that will be reimbursed. Lastly, CICA promises to protect and cover legal costs or damages for its directors, officers, employees, and certain others if they face

lawsuits or legal actions related to their role, as allowed by law. If someone asks for this protection, the Board will quickly decide if they qualify and approve it if they do.

Officers of the Corporation: Roles, Responsibilities, and Appointments
The Corporation is required to have a Chair of the Board, President, Secretary, and Treasurer, with the option to appoint additional officers as needed. Officers are appointed by the Board, report to the Board, and may have duties outlined in employment contracts. One person can hold multiple officer roles, except that the same person cannot be both Chair/President and Secretary/Treasurer. Officers may be removed by the Board or resign with written notice. Vacancies are filled following the same process as original appointments. The Chair leads Board meetings; the Vice-Chair fills in when the Chair is absent. The President (also called Executive Director) manages the Corporation's daily operations. The Secretary keeps records of Board meetings and official documents, while the Treasurer manages the Corporation's finances, provides reports, and may be required to give a bond to ensure proper handling of funds.

All Board Members are required to complete annual training in the Brown Act, conflict of interest compliance, sexual harassment prevention, mandated reporting, and any other state-mandated governance trainings. This ensures that directors remain fully informed of their legal responsibilities, ethical obligations, and best practices for charter school governance.

Roles of the Board
The Board of Directors is responsible for managing the Corporation's activities and has the authority to make key decisions. This includes hiring and removing staff, setting their duties and pay, relocating offices, operating in or outside California, borrowing money, using a corporate seal, and seeking outside funding to support and expand the organization's services. All actions must follow applicable laws and the Corporation's governing documents. For more information, see the bylaws in the appendix.

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

Executive Leadership

The Executive Leadership Team at California Innovative Career Academy (CICA) provides the vision, expertise, and operational management necessary to sustain a high-quality learning environment that advances student achievement. Working under the authority of the Board of Directors, the Executive Cabinet—which includes the Executive Director, Deputy Directors, Director of Executive Services, Chief Business Officer, Director of Accountability and Assessment, and Director of Human Resources—oversees the development, implementation, and continuous evaluation of the school's core systems and policies.

The Cabinet is responsible for ensuring excellence across all operational and instructional domains,

including finance, assessment, curriculum and instruction, facilities, human resources, compliance, and organizational accountability. Through collaborative leadership and data-driven decision-making, the Executive Leadership Team ensures that CICA remains faithful to its mission, responsive to student and community needs, and aligned with state and federal accountability requirements.

Governance Structure

CICA affirms that its Board of Directors serves as the sole governing authority of the Charter School. The Board holds ultimate responsibility for the governance and oversight of CICA, with each member carrying a fiduciary duty to safeguard the long-term success and sustainability of the organization. The Board is charged with addressing all major governance and operational matters in accordance with applicable laws, Board policies, and the terms of the Charter. Key responsibilities include overseeing the Charter School's financial health, ensuring proper expenditure and accountability of public funds, establishing general and curriculum-related policies, approving and monitoring the annual budget and financial procedures, and engaging in strategic planning and fundraising efforts. The Board is also responsible for the selection, evaluation, and, if necessary, dismissal of the Executive Director, as well as the approval and oversight of personnel policies. In addition, the Board works to build broad-based support and strategic partnerships that further the mission of the school. To fulfill its oversight role, the Board meets regularly to review academic and operational data, financial reports, and compliance documentation. Through these processes, it ensures alignment with the school's mission, holds leadership accountable, and monitors key performance indicators to drive continuous improvement.

CICA has adopted a conflict of interest code [28]that complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school-specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, CICA's Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to Government Code section 1090 and the Political Reform Act. The Board further acknowledges and abides by governance requirements under the Brown Act, Public Records Act, and other applicable state laws. The responsibilities of the CICA Board as further outlined in the Bylaws include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the CICA's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law, such as the Public Records Act, and policies such as the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety, and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with the Executive Director to set goals.
- Enact policies to support the successful operation of CICA.
- Attend ethics training (AB 2158).

Meeting Requirements and Procedures

All Board meetings are held in accordance with the Brown Act and Education Code Section 47604.1(c) and are open to the public; each agenda includes time for community input regarding Highlands Community Charter School. Governing Board meeting agendas are posted at the entrance of the Charter School's main office and on the Highlands Community Charter School website at least 72 hours prior to any regularly scheduled meeting and at least 24 hours in advance of special meetings. Emergency meetings may be held without standard notice when immediate action is required. Meetings are held at the principal office of HCCS or other publicly accessible, non-discriminatory locations within California designated by Board resolution or meeting notice. Teleconferencing is permitted if the public can attend from all listed locations, and votes are conducted by roll call. Under AB 2449 (effective through January 1, 2026), Board members may also participate remotely under certain conditions without disclosing their location, provided public access is preserved. Meeting minutes are posted to the HCCS website within 72 hours of approval and are available upon request. The Board meets regularly—typically monthly during the school year—and meetings are calendared annually, with rescheduling allowed for holidays.

Decision-Making Procedures

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

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

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

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

The Board of Directors may, in its discretion, form Committees, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school achieves its mission and goals. To deepen partner input into governance, the Board of Directors may form standing or ad hoc committees, in accordance with bylaws and applicable law.

Committees may be formed to incorporate stakeholder feedback into educational policies and plans, establish workgroups to focus on tasks and objectives requiring sustained input and investigation, and liaise between the Board and community members and other partners.

Committees may include representatives from staff, students, or community partners where appropriate, ensuring the school's governance remains inclusive and mission-aligned.

Educational Partner Involvement

Educational Partner Involvement Plan and Process
CICA affirms that the perspectives of students, staff, and community partners are essential to strong governance and continuous improvement. As an adult-serving charter school, student voice is central to shaping program design and school culture. The Board and leadership team actively solicit, value, and incorporate feedback from educational partners to ensure decisions remain responsive to the needs of CICA's diverse learning community.

As part of its continuous improvement efforts, California Innovative Career Academy (CICA) conducts Educational Partner (EdPartner) events throughout the year, beginning each fall with the distribution of staff and student climate surveys. Starting in the 2024–2025 school year, both surveys are administered via SurveyMonkey to enhance anonymity and encourage honest, constructive feedback.

The staff survey is distributed first and has seen steadily increasing participation, with 346 CICA staff and 13 Equity Initiatives staff responding in 2024–2025—up from 223 respondents the previous year—resulting in a participation rate of 92.76%. The survey includes questions across several key areas: mission, vision, and schoolwide goals; communication and leadership; workplace culture and environment; onboarding and support; compensation and benefits; digital tools and technology; professional development and growth; and curriculum and instruction. These categories are designed to assess organizational strengths and identify areas for growth. Survey results are presented to the HCCTS Board of Directors and shared with all staff through infographic posters displayed at every school site to promote transparency and engagement.

The student climate surveys are sent out to all students in eleven different language options. In the 2024-2025 school year, the survey was hosted on Survey Monkey which allowed for ease of use for students as well. Teachers are encouraged to have their students take the survey during class to increase participation.

CICA's student survey was available to students in 12 languages, including English, Spanish, Russian, Ukrainian, Dari, Pashto, Arabic, Chinese, Vietnamese, Armenian, Turkish, and Hmong, and resulted in 3,610 student responses, compared to 2,169 last year. In February 2024, CICA held the Reading with Relevance event to gather information on the curriculum and its impact. CICA engaged 36 educational partners during this event and had them participate in the Reading with Relevance Book Fair Impact Survey afterward.

During the Black History event in February 2024, CICA focused on engaging educational partners and collecting feedback. The Black History Month Assembly Feedback Form from February 2024 garnered 27 responses from educational partners.

During the Building a Community School Lunch and Dinner sessions, CICA concentrated on gathering suggestions for improvements in the domains of wellness, health, social-emotional support, additional academic opportunities, CTE, and community enhancements. CICA held discussions with educational partners, which resulted in 22 summarized responses on the Building a Community School survey.

In March 2024, CICA hosted a meeting with principals to gather their insights on the key challenges and opportunities for growth. Following the discussions, participants were requested to complete the Principal Feedback Survey, which provided subsequent data from 6 principals.

In April 2024, CICA sent out the Leadership Survey to collect the directors' feedback on the following categories: communication, job and role clarity, work environment, recognition, relationships, curriculum, and professional development. CICA has gathered responses that highlight the enhancements across the categories, alongside some challenges. Seven of the directors participated in the Survey.

In April 2024, CICA facilitated a Your Voice Matters event for CTE programs at the Grand Avenue campus. CICA engaged 42 educational partners and gathered feedback on strengths, improvement areas, and solutions.

In the 2023-2024 school year, CICA hosted four (4) educational partner events titled Your Voice Matters, compared to one in the previous year. The purpose of visiting more sites was to get more feedback from students with different needs at various school locations. For the 2023-2024 school year, CICA gathered educational partner feedback from a total of 830 including 26 responses from students who enrolled in the Equity Initiatives program at the “Your Voice Matters” events compared to 270 in the 2022-2023 school year. Combined with the all-staff climate surveys and student surveys, the principal meeting, leadership feedback survey, and other educational partner events, CICA engaged 4,926 while gathering educational partner feedback.

Each educational partner event had a facilitator and notetaker who led the discussion in three areas: school strengths, opportunities for growth, and possible solutions for improvement. The responses were recorded in Google Forms. CICA analyzed the data to identify growth areas and build the LCAP goals and actions. CICA found a high level of consistency in climate surveys and educational partner responses. After careful review, CICA used this feedback to determine where to increase and decrease spending.

CICA encourages students and staff to attend, speak, and present at Board meetings; CICA requests that students and staff complete various surveys. CICA proactively reaches out to students regularly to encourage them to meet with the counselors to continue discussing their goals and needs; and CICA is proudly responsive to the feedback CICA receives.

CICA encourages and teaches the students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during EdPartner events. Following these events, the data is reviewed, proposals for a new funding formula are created and presented to the board of directors as well as the executive cabinet. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comments and final plans are approved at a public board meeting. CICA will consider TRUSD recommendations and comments when drafting its LCAP. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget each year as part of a nonconsent item at a regularly scheduled Board meeting.

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

Element E Employee Qualifications

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

California Innovative Career Academy (CICA) is committed to recruiting and retaining professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional roles. All employees must align with the school's instructional philosophy, mission, and vision and demonstrate the expertise and commitment necessary to support student success.

In accordance with Education Code §47605(e)(1), CICA shall remain nonsectarian in its employment practices and operations. The Charter School shall not discriminate against any individual (employee or pupil) based on actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or any other characteristic contained in the definition of hate crimes set forth in Penal Code §422.55, or based on association with an individual who has any of the aforementioned characteristics.

Employee Positions And Qualifications[29][30]

Hiring and Selection Process
CICA recognizes that excellent schools are built on excellent employees. All positions are filled through a recruitment and hiring process that ensures alignment with CICA's mission, compliance with state and federal law, and adherence to Board-adopted personnel policies.

- Job Descriptions: Every position is defined by a detailed, Board-approved job description outlining required qualifications, duties, and reporting structures.
- Applicant Screening: Human Resources (HR) prescreens all applicants via EdJoin.org to verify minimum qualifications. Only qualified applicants are advanced for interviews.
- Interviews and Recommendations: Panels may include administrators, staff, or community representatives, and applicants are evaluated using a structured rubric.
- Final Approval: HR and hiring managers recommend candidates to the Executive Director, who makes final hiring decisions.
- Nepotism Policy: Consistent with Board Policy 4212.8, relatives may not participate in hiring or evaluation processes where family members are involved.

Recruiting Qualified Teachers
CICA recruits well-qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third-party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers. This allows us to market our charter school as a competitive organization in which to work. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs.

Employees
CICA recognizes that to have an excellent school, it must have excellent employees. CICA will draw upon the pool of excellent adult education teachers previously employed by Twin Rivers Adult Education. Proposed salaries and benefits for administrators, certificated faculty, and classified staff have all been modeled after the Twin Rivers' salary scales and employee contracts.

Employee Overview
All employees of CICA are committed to developing the social, civic, character, and academic potential of each student. All staff members possess experience and expertise appropriate for their position according to the CICA adopted personnel policies, and federal and state statutes applicable to charter schools. Selection and appointment of employees at CICA will be the exclusive prerogative of CICA.

CICA does not discriminate against any applicant on the basis of his/her race, creed, color, national origin, age, gender, gender expression, gender identity, disability, or any other basis prohibited by Education Code § 220. CICA shall comply with all applicable laws regarding criminal background checks, including Education Code § s 45125.1 and 44237.

Executive Team
The Executive Leadership Team provides the vision, management, and accountability systems necessary to ensure CICA's academic and operational success. Under the authority of the Board of Directors, the Executive Team designs and oversees schoolwide policies, systems, and compliance.

2025–2026 Executive Team

- Jonathan Raymond – Executive Director
- Mathew Lemos – Chief Business Official
- Teresa Cummings, Ph.D. – Deputy Director/Chief OperatingOfficer
- Eric Chapman – Deputy Director/Chief Academic Officer

Job descriptions and resumes of the Executive Team are included in the Appendix.

Executive Director: Serves as the chief administrator responsible for the planning, operation, supervision, and evaluation of all educational programs, services, and facilities; hiring and performance management of personnel; oversight of finances and compliance reporting; and partnership development.

For more information on the resumes of each of the cabinet members and their job descriptions, see the appendix.

Executive Director
Our Executive Director assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of CICA and for the performance appraisal of the staff. It is the responsibility of our Executive Director to oversee the school facilities, selection and employment of CICA personnel, evaluation, promotion, termination, or discipline of CICA personnel, and the preparation and submission of reports as directed by the Board, to include regular goals and forecasts as directed. The CICA Executive Director manages the day-to-day operations of CICA by preparing and submitting required budgets and reports as required by a charter

school. Our Executive Director develops partnerships for providing educational services by CICA, interacts with CICA accountants and attorneys, and performs other duties lawfully assigned by action of the Board. Our CICA Executive Director must minimally possess a bachelor's degree or any experience directly related to the field of work equivalent to a four-year degree and program administration and planning experience, preferably with experience in management as an executive officer.

Independent Study Compliance Coordinator
The CICA Independent Study Compliance Coordinator is responsible for overseeing the Independent Study (IS) Program and program compliance, including attendance accounting, documentation, and reporting. This is a classified administrative position. The CICA Independent Study Compliance Coordinator should possess a BS or BA degree from a recognized college institution, or a degree of a similar nature that is in alignment with the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability is essential. The Independent Studies Coordinator must have thorough knowledge of the school's SIS (Student Identification Systems, e.g., PowerSchool) and its use for guiding Independent Studies, as well as the ability to function independently and effectively. In this position, it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regard to communication, record keeping, and staff presentations associated with Independent Studies. The CICA Coordinator can communicate effectively and clearly both orally and in writing with a diverse staff and student population.

Counselor (Independent Study)
CICA Counselor will provide academic, college/career, and social-emotional counseling tailored to adult learners in an Independent Study environment. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. CICA Counselors refer students to other community resources, support groups, and social service agencies as appropriate. At a minimum, CICA Counselors possess a Bachelor's Degree in Education or School Counseling with a 7-12th grade level certification, two (2) years of experience as a high school counselor, and a valid Pupil Personnel Services Credential with an academic school counseling emphasis.

Teachers (Independent Study)
CICA will comply with all applicable state and federal laws regarding teacher credentialing and qualifications. In accordance with Education Code §47605(l)(1), all CICA teachers must hold a valid California teaching certificate, permit, or other credential appropriate to their assignment, as issued by the California Commission on Teacher Credentialing (CCTC). Credential documentation will be maintained on file at CICA headquarters and made available for inspection by Twin Rivers Unified School District, which retains the right to review hiring decisions to ensure compliance with federal and state mandates.

CICA teachers must hold the California teaching certificate, permit or other document required for the teacher's certificated assignment pursuant to Education Code § 47605(l)(1).
CICA hires only qualified teachers. Teachers are responsible for creating and sustaining a learning environment that supports California state standards and reflects CICA's educational philosophy, with a strong emphasis on meeting the unique needs of adult learners. Teachers hold a minimum of a bachelor's degree from a degree-granting institution and a valid authorization to serve as a California credentialed teacher from the California Commission on Teacher Credentialing (CCTC). Additionally,

all teaching staff are qualified under the Elementary and Secondary Education Act (ESEA), also known as the Every Student Succeeds Act (ESSA), formerly known as the No Child Left Behind Act (NCLB). Accordingly, CICA teachers have:

1. A bachelor's degree from a degree-granting college or university.
2. A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or other Designated Subjects credentials.
3. Demonstrated subject matter competence.

Teacher Credentialing
HCCTS affirms that all classroom instruction must be provided by teachers who hold valid California teaching credentials, and that paraeducators may not serve as the teacher of record. In prior years, teachers at CICA held adult education credentials as recommended by the CTC and the San Diego County Office of Education. In February 2025, the CTC decided to enforce K-12 teaching credentials.

CICA has already implemented the following to improve compliance and accountability. In the 2024–2025 school year, HCCTS significantly changed its credentialing and staffing procedures. The school established a credentialing support team of internal staff and credentialing consultants and reviewed more than 300 staff profiles. Individual credential pathway plans were developed, and 269 one-on-one consultations were held with teachers. HCCTS launched a partnership with UMass Global to create an intern credential pathway with tuition coverage for staff and offered reimbursement for credential exam fees and coursework through Board Policy 4112.3: Teacher Credentialing Reimbursements. All staff with noncompliant assignments were notified, and instruction in July 2025 was suspended to allow credential corrections before the next school year.

Board Policy 4112.2 now requires all certificated staff to hold valid and appropriate credentials at the time of hire and to submit timely proof of renewal. In alignment with updated guidance from the CTC and CDE—and following the loss of DASS status—HCCTS has transitioned away from Adult Education credentials. All teachers are now required to hold single-subject or multiple-subject credentials.

To support compliance, HCCTS created a centralized credentialing dashboard and updated its use of Frontline to track credential status, staff evaluations, and assignment alignment.

Per Board Policy 4112.2, certificated employees must:
- Hold the appropriate credential for their assignment upon hire;
- Maintain active credentials and complete renewals as required;
- Adhere to applicable state and federal regulations;
- Submit proof of credential validity and renewal to Human Resources within required timelines.

For more information from the Board Policy 4112.2: Credentialing Requirements Communications, see the appendix.

Information Technology/Data Technician
CICA's IT technicians provide critical technology support for students and staff by diagnosing computer

problems, monitoring systems, installing software, and maintaining digital tools. They also train staff and students to use instructional and administrative technology effectively.

Administrative Services Credentials

CICA encourages leaders to pursue Administrative Services Credentials through the Sacramento COE and San Diego COE. As of June 2025, fourteen (14) HCCTS employees have completed or enrolled in preliminary/clear administrative programs, including:

- Eric Chapman, Deputy Director/Chief Academic Officer
- Teresa Cummings, Ph.D., Deputy Director/Chief OperatingOfficer
- Bindy Grewal, Ed.D., Director of Human Resources
- Mayra Valdivia, Interim Director of Student Services
- Andrew Michaud, Director of Instruction and Professional Learning
- Melissa Roberson, Director of Accountability and Assessment
- Carol Zheng, Curriculum Coordinator
- Niccole Scrogins, Interim Director of Performance Management and Continuous Improvement
- Maya Freeman-Perry, CICA Principal
- Maria Pile, CICA Principal

Additionally, Catherine Thirkill (CASAS Coordinator) has been accepted into the next Sacramento COE cohort.

CICA has developed and adopted Board Policy 4331 – Administrative Credential Reimbursement, which outlines the reimbursement procedures for participation in approved credentialing programs. Additional details are provided in the appendix.

Evaluations

In the 2024–2025 school year, CICA adopted Board Policy 4115: Personnel Evaluation and Supervision, establishing a comprehensive evaluation system designed to promote continuous improvement, accountability, and alignment with the school's mission and goals. The policy applies to all certificated and classified staff and sets forth clear expectations for professional conduct, job performance, stakeholder engagement, and compliance with applicable laws and policies.

Evaluations are conducted annually and may include classroom observations, self-assessments, formal performance appraisals, and collaborative goal-setting, depending on the employee's role. Supervisors are responsible for providing timely, constructive feedback, maintaining accurate documentation, and supporting employee growth through individualized development plans. All evaluation records are treated as confidential and maintained in personnel files in accordance with state and federal privacy requirements. (See Appendix for full Board Policy 4115: Personnel Evaluation and Supervision.)

To support this process, CICA uses Frontline, an integrated platform for payroll, employee evaluation, and professional learning management. Frontline enables the secure storage of all employee evaluations, monitors performance trends over time, and standardizes evaluation practices across the organization. The system also issues automated reminders to supervisors regarding evaluation deadlines, ensuring

timely completion. All employees are required to review and electronically acknowledge their evaluations within the system, reinforcing accountability and transparency.

Instructional Paraeducators
Instructional paraeducators at California Innovative Career Academy (CICA) play a vital role in supporting certificated teachers by providing instructional assistance, linguistic support, and translation services for students. To ensure all paraeducators meet minimum qualifications, CICA requires a high school diploma or equivalent, successful completion of an English proficiency exam with a score of 70% or higher, and the ability to communicate effectively with diverse student populations. In alignment with state and federal requirements, CICA verifies educational qualifications and exam results during the hiring process and maintains documentation to ensure compliance.

Applicant Screening
All job applicants at CICA go through a rigorous pre-employment screening process to ensure they meet all requirements and qualifications for the role they are applying for. CICA uses the website Edjoin to post job openings. This is also where new applicants apply for positions. Within Edjoin, Human Resources is able to filter applications based on minimum qualifications before forwarding candidates to hiring managers. Only employees who meet these requirements are eligible for interviews. In alignment with Board Policy 4111, as part of the pre-employment job application, candidates must disclose any family relationships with existing employees to ensure that no relatives are involved in hiring decisions or placed in reporting relationships.

HCCTS Hiring and Anti-Nepotism Policy
To safeguard against nepotism or favoritism, HCCTS adopted Board Policy 4212.8, which prohibits relatives from participating in hiring or evaluation processes involving family members. Interviewers must complete disclosure forms, and all job postings, evaluations, and offers are now centrally tracked and reviewed by the HR department to ensure consistency and equity across the organization.

Organizational Chart & Job Descriptions
HCCTS maintains an up-to-date organizational chart that reflects current roles and reporting lines (See Org Chart). The organizational chart is reviewed and updated at least annually. During the 2024-2025 school year, HCCTS drafted and revised a total of 25 job descriptions. The purpose is to ensure role clarity for all employees and ensure there is consistency between the work performed, role requirements, and appropriate pay.

Hiring Process

1. **Position Authorization (Requisition Control)** The hiring process at California Innovative Career Academy (CICA) is designed to ensure consistency, transparency, and alignment with organizational needs and compliance standards. It begins with the submission of a Position Control Form (PCF) whenever a position needs to be backfilled or newly created. The PCF includes essential details such as the job description and a designated leadership contact and is reviewed weekly by the Executive Cabinet.

2. **Posting and Sourcing.** Upon approval and required signatures, the Human Resources team posts the position on EdJoin.org and other recruitment channels and also leverages partnerships with university preparation programs to broaden applicant pools.

3. **Screening.** Once posted, hiring managers review applicants within EdJoin by evaluating qualifications in relation to the job description. Candidates are categorized as prescreened, interviewed, or removed, providing a clear record of each applicant's status. Notes from prior interviews are required for third interview requests and must be documented either via email or directly in the EdJoin system. For current staff changes, such as promotions or changes in FTE, an EE Update—rather than a PCF—is submitted to accurately reflect the employee's new assignment. Altogether, this structured process supports effective hiring decisions while maintaining clarity, documentation, and compliance across the organization.

4. **Multi-step Interviews and Performance Tasks.**
Qualified candidates proceed through multiple interviews (phone and panel). For instructional roles, candidates complete a demo lesson (live or video) to assess content knowledge, pedagogy, and responsiveness to feedback; stakeholder participation (e.g., administrators/teachers, and, when feasible, students or parents) may be included, with the Principal retaining final hiring authority.

Employee Positions
See appendix for the 2025 Organizational Chart.

Professional Development
In the 2024–2025 school year, CICA adopted Board Policy 4131: Professional Development to support the continuous growth of all staff. Professional learning is mission-aligned, equity-centered, and outcomes-focused, with explicit attention to legal and regulatory requirements. Offerings include in-service training, workshops, online modules, and compliance sessions. In accordance with Education Code 47605.1(f) and our WIOA partnership, HCCTS may conduct professional development at any location in California.

The Executive Director oversees alignment to the mission, vision, and strategic goals; the Chief Academic Officer (or designee) coordinates systemwide implementation. Department leaders and site teams co-design contextualized, job-embedded sessions that meet local needs while advancing CICA's strategic priorities. All staff are expected to engage actively in PD and apply their learning in practice. Participation is supported by funding priorities and travel reimbursement per Board Policy 350.

Annual Professional Development

Professional Development
In the 2024–2025 school year, CICA adopted a Professional Development Policy to support the continuous growth of all staff: 4131 BP Professional Development. The policy aligns professional learning with CICA's mission, vision, and strategic goals, with a focus on improving student outcomes and meeting legal and regulatory requirements.

CICA offers a variety of professional development opportunities, including in-service training, workshops, online modules, and compliance-focused sessions. In accordance with Education Code 47605.1(f) and its WIOA partnership, CICA may conduct professional development at any location in California.

The Executive Director oversees alignment and implementation, while leadership identifies needs and encourages staff participation. Employees are expected to engage actively and apply their learning.

Funding is provided in line with organizational priorities, and travel is reimbursed per Board Policy 3350. CICA evaluates professional development effectiveness through staff feedback, performance data, and evidence of improved practice, with a commitment to equity and access for all staff.

In 2024-2025, CICA offered extensive internal and external professional development, covering topics like CPR, active shooter response, equity, SEL, and leadership. CICA provides two all-staff mandatory Professional Development opportunities throughout the year: three days in August and two days in May. All staff training includes Title IX training, Mandatory Reporter & Child Abuse Prevention Training, Sexual Harassment Prevention Training, FERPA, Workplace Violence Prevention Training, and Comprehensive School Site Safety Training.

Teachers and paraeducators receive training on assessments such as the California Science Test (CAST) and English Literacy and Civics (EL Civics) assessments, end-of-level assessments, and CASAS assessments. Additionally, teachers and paraeducators receive training on any curriculum updates and curriculum instructional strategies. Teachers in the process of getting their credential or who have their preliminary credential are assigned a mentor teacher and must meet with them regularly.

CICA recognizes the critical role of targeted professional development in fostering staff effectiveness and advancing organizational goals. While CICA offers all-staff professional development days to promote schoolwide alignment and collaboration, a dedicated portion of these days is intentionally reserved for department-specific professional development. This approach ensures that staff receive training that is both relevant to their roles and responsive to the unique needs of their departments.

To coordinate these efforts across departments, the Chief Academic Officer—or their designee—works collaboratively with department directors or lead team members to plan and implement tailored professional development sessions. This decentralized model promotes professional learning that is contextualized, job-embedded, and aligned with departmental objectives, while still supporting the broader mission and strategic priorities of CICA. For more information on department professional development, see the appendix.

Element F Health and Safety Procedures

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

That each employee of the charter school furnish the charter school with a criminal record summary as described in § 44237.

For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of § 32282.
For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of § 32282.

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

General Health and Safety Compliance

California Innovative Career Academy (CICA) shall comply with all applicable federal, state, and local laws relating to student and staff health, safety, and emergency preparedness. If CICA occupies or operates in a Twin Rivers Unified School District (TRUSD) facility, it shall adhere to all TRUSD health, safety, and emergency procedures and remain subject to inspection by relevant district offices.

Emergency Preparedness

Emergency Operations Guide

CICA's Emergency Operations Guide outlines protocols and responsibilities for responding to emergencies such as natural disasters, active shooter incidents, and hazardous material releases. The guide aligns with state law, assigns roles through the Incident Command System principles, and identifies all staff as disaster service workers and alternates. Staff must review the guide annually.

Emergency Drills and Staff Training

CICA conducts regular fire, lockdown, and evacuation drills at all campuses, in accordance with state regulations. All staff receive annual training in:

- Emergency response procedures
- Active shooter protocols
- CPR and First Aid certification
- Bloodborne pathogen exposure response

Staff agreements include a commitment to comply with emergency and safety procedures.

Emergency Safety Procedures

CICA shall adhere to the School Emergency Safety Procedures Handbook, drafted specifically for the needs of its facilities. This handbook includes, but is not limited to, the following responses: fire, flood, earthquake, active shooter, and hostage situations.

Staff shall receive training in emergency response, including appropriate "School-wide Safety Plan" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the principal and, if there is merit to the concern, the principal shall direct the School Safety Plan to be modified accordingly.



Student Health and Medical Services

Administration of Medication
CICA shall comply with Education Code §49423 for administering medications. The school will:

- Maintain trained staff to administer medication
- Store emergency epinephrine auto-injectors per §49414 and AB 1651 (2023)
- Include injector locations in annual legal notices

If albuterol inhalers are stocked, CICA will meet all requirements under §49414.7, including storage, access, and staff training.

Health Screenings and Immunizations
CICA shall comply with all student health requirements, including:

- Tuberculosis (TB) clearance per §49406 for employees, volunteers, and vendors in frequent contact with students
- Immunizations and screenings per Health and Safety Code §§120325–120375 and Education Code §§49450 et seq.

- Maintenance of all health records on file

Suicide Prevention
CICA shall maintain and implement a pupil suicide prevention, intervention, and postvention policy pursuant to Education Code §215 and AB 58 (2021–22). The policy is developed and reviewed in consultation with stakeholders and school-employed mental-health professionals, reviewed and updated at least every five years, and aligned to current CDE guidance and best practices.

Mandated Reporting and Child Safety

Mandated Reporter Training
All CICA employees and individuals working on behalf of the Charter School are mandated reporters. As such, employees must complete annual child-abuse detection/reporting training annually that must occur:

- Within the first six weeks of each school year, or
- Within six weeks of employment for new hires

Training complies with Education Code §44691.

Criminal Background Checks and Custodian of Records
- CICA shall comply with Education Code §§44237, 45125.1, 44830.1, 45122.1, and 44030.5 by: Fingerprinting and clearing all employees prior to employment;
- Ensuring contracting entities certify required clearances for any staff with student contact;
- Clearing unsupervised volunteers have cleared background checks;
- Requesting and receiving subsequent arrest notification from DOJ;
- Maintain evidence of compliance on file

The Executive Director is designated and confirmed as the Custodian of Records with the California Department of Justice.

Facilities, Restrooms, and Hygiene

Menstrual Products
Per Education Code §35292.6, CICA shall stock menstrual products in all women's restrooms, all-gender restrooms, and at least one men's restroom. Required notices will be posted prominently in each location.

All-Gender Restrooms

In accordance with Education Code 35292.5, by July 1, 2026, each school site with multiple gender-specific restrooms will maintain at least one all-gender restroom that is:

- Clearly identified and designated with appropriate signage;

- Accessible during school hours and school-sponsored functions; and

- Equipped to protect privacy and safety (e.g., appropriate partitions/fixtures and disposal receptacles).

Implementation is underway during the 2025–26 school year to ensure full compliance by the statutory deadline. Students and staff may use facilities consistent with their gender identity and are protected from discrimination and harassment in all restrooms.

Drug-, Alcohol-, and Smoke-Free Environment
CICA maintains a drug-free, alcohol-free, and smoke-free environment for all students, staff, and visitors. This prohibition includes tobacco, nicotine, and vaping/e-cigarette devices on all school property, in school vehicles, and at all school-sponsored events.

Counseling and Student Support

CICA provides comprehensive counseling that is proactive, data-informed, and aligned to student goals.

Academic, College, and Career Counseling
- *Individual & Small-Group Advising:* Counselors meet with students for graduation planning, credit audits, and SMART goal setting; progress is reviewed at scheduled checkpoints each term.
- *College & Training Pathways***:** Support includes application timelines, FAFSA/CADAA, placement options (noncredit, certificate, AA/AS, transfer), prior-learning/experience credit where applicable, and navigation of supports for adult learners.
- *Career Readiness:* Counselors connect students to CTE pathways, industry certifications, résumé and interview prep, and work-based learning; plans are aligned to local labor-market information.
- *Access & Equity:* Flexible appointment windows (in-person/virtual, multilingual) and outreach ensure working adults and caregivers can participate.

Social-Emotional Support
Staff across roles foster student social-emotional development through empathy, listening, and proactive referrals. Students needing additional support are connected to external mental health services when appropriate.

Legal Compliance Procedures

FERPA
CICA and its representatives shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code §49060 et seq

Unified Complaint Investigation Procedure
The Executive Director shall oversee the complaint and investigation process. Complaints unresolved at the site level will be addressed at the executive level.

CICA utilizes an anonymous complaint process through a third-party vendor called Navex. In the 2024-2025 school year, HCCTS partnered with Navex One to augment—not replace—the UCP, for anonymous or named reporting of concerns. Reports may be submitted via phone, web, or QR code. All Navex cases are logged, routed to HR for investigation, and closed with documented actions. Retaliation

for good-faith reports is prohibited. (Internal practice statement.)

Prevention of Human Trafficking
The Charter School will provide accessible information on human trafficking prevention resources for our adult learners, as well as parents and guardians of students in grades 6-12, in accordance with EC 49381.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Reference to Board Policies
CICA shall adhere to the following adopted Board Policies related to student health, safety, conduct, and non-discrimination:

- 5125 BP Student Records
- 5131 BP Student Conduct
- 5132 BP Student Dress Code
- 3542 BP Vehicle Use
- 5144 BP Student Discipline
- 5131.6 BP Alcohol and Other Drugs
- 5144.1 BP Suspension and Expulsion
- 5145.2 BP Student Freedom of Expression
- 5131.7 BP Weapons and Dangerous Instruments
- 1250 BP Registration of Visitors, Guests, and Outsiders
- 5142 BP Children on Campus and the Early Learning Center
- 3516 BP School Safety & Emergency Preparedness Plan
- 4212.8 BP - Anti-Nepotism and Employment of Relatives
- 4119.12 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5145.71 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5141.31 BP Health Examinations, Immunizations, and Oral Health Assessments
- 5145.3 BP Harassment, Discrimination, Intimidation, and Bullying Prevention

Comprehensive School Safety Plan
The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year. The CSSP will identify strategies and programs that maintain a high level of school safety and document CICA's procedures for complying with all applicable laws.
At minimum, the CSSP will address the safety topics by Education Code § 32282(a)(2)(A)-(N) including:

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Education Code §48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code Education Code §49079
- Anti-discrimination and harassment policy consistent with Education Code § 200

- Provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe, orderly environment conductive to learning
- Rules and procedures on school discipline pursuant to Education Code §35291, 35291.5, and 47605
- Procedures for conducting tactical responses to criminal incidents
- Procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
- A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose
- Procedures to notify students, parents and guardians of pupils, teachers, administrators and school personnel when the school confirms the presence of immigration enforcement on the schoolsite.

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

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code § 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety
California Innovative Career Academy shall complywith Education Code §47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. CICA adheres to laws specific to charter schools on the local and state level regarding facilities. CICA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code § 32001. If CICA is not operating under the safety plan of the facility where it is housed, it will implement its own school safety and disaster preparedness plan.

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code § 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum for at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code § 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats
The Charter School shall comply with all requirements under Education Code § §49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement immediately.

Gun Safety Notice
In accordance with EC § 49392, at the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid

Factsheet for Patients.

Transportation Services
The Charter School shall comply with the requirements of EC § 39875 if applicable, relating to background checks, testing, and other requirements for individuals and firms providing transportation services to students.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

Title IX
CICA shall comply with EC § 221.61 by posting in a prominent and conspicuous location on its web site the following information related to the federal regulations implementing Title IX of the Education Amendments of 1972:

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

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

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

A. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
B. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.
C. A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element G Balanced Enrollment

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." (Ed. Code § 47605(c)(5)(G).)

Plan for Achieving and Maintaining Student Population Balance & How to Reach This Goal [31][32][33]
(Racial/Ethnic, Students with Disabilities, and English Learners)

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

CICA will implement a coordinated advertising and recruitment strategy to ensure that all students are informed of the educational opportunities available. These efforts will be ongoing throughout the year and will be designed to reach a broad and diverse audience. In alignment with CICA's commitment to serving students from all ethnic and cultural backgrounds, a variety of advertising methods will be employed to promote equitable access and inclusive outreach.

The primary method utilized to recruit students with various backgrounds is collaboration with our community partners. Each partner serves a unique population that would benefit by having access to a high school educational pathway for its adults. Collaboratively with our partners, we communicate with their communities about the Charter School, the services offered, and how they would benefit by enrolling and earning their high school diploma.

Another method we utilize is by utilizing the United States Postal Service's (USPS) Every Door Direct Mail (EDDM) service. Organizations that utilize this service are able to send via USPS mass mailers to all homes within a postal route in a chosen zip code. Prior to selecting zip codes and postal routes, Charter School administrative staff review the demographic data within EDDM's search tool. The tool provides all of the following data on the postal route: number of residences, number of businesses, percentage of the population that is aged 25-34, average household size, and average household income. Charter School administrative staff can also review data from the United States Census Bureau (USCB), which provides zip-code-level data on estimated population by age, race, ethnicity, school enrollment, languages spoken at home, employment status, employment industries, and poverty status. Data from EDDM and USCB can be used to select target zip codes for the EDDM service. Post cards and/or fliers describing Charter School requirements and services are sent to select zip codes.

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

Marketing: Advertising and Sponsorship to Increase Student Enrollment

Board Policy 1325, adopted in the 2024-2025 school year, establishes clear guidelines for how HCCTS/CICA uses marketing and sponsorships solely to inform prospective students about public, tuition-free educational opportunities and to advance equitable access to our programs. All advertising expenditures must align with the school's mission and strategic goals and demonstrate a meaningful return on investment. Advertising is intended to raise awareness of HCCTS programs, highlight the benefits of enrollment, and promote the school's values to prospective students in the broader community.

Annual Marketing Plan prepared by staff, aligned to mission and enrollment targets, and reviewed with the Executive Director; major spending and any sponsorships follow procurement rules and board-approved thresholds.

Advertising budget is reviewed annually; any campaign exceeding the internal threshold (e.g., $100,000) requires explicit Board authorization.

All materials must reflect our non-discrimination and open-enrollment assurances and may not request or imply a requirement to provide student records prior to admission (e.g., IEP/504).

Advertising efforts must clearly communicate the educational opportunities HCCTS offers—including adult high school diplomas, career preparation, and hands-on skill development—and use platforms that are cost-effective and aligned with the school's target audiences. All advertising must also comply with legal and ethical standards and adhere to brand identity guidelines to build recognition and trust within the community.

Additionally, advertising effectiveness is monitored and reviewed annually to ensure alignment with HCCTS's enrollment and engagement objectives, with quarterly reporting to the Executive Director and an annual summary to the Board. Board Policy 1325 codifies the outreach rigor and equity safeguards common to high-performing charters—multilingual, community-based recruitment; documented, transparent admissions; and routine Board oversight—while adding HCCTS's budget controls and ROI monitoring to ensure responsible stewardship of public funds. For full policy language and implementation procedures, see the appendix.

Element H Admissions Policies and Procedures

"Admission policies and procedures, consistent with [Education Code § 47605] subdivision." (e). (Ed. Code § 47605(c)(5)(H).)

Assurances

CICA shall:

- Be nonsectarian in all programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed in Penal Code § 422.55.
- Admit all pupils who wish to attend to the extent that space allows; admission shall not be determined by place of residence except as otherwise required by law; and, if applications exceed capacity, offers of admission shall be made by public random drawing (lottery) consistent with Ed. Code § 47605(d)(2).
- **Apply any enrollment preferences** only as permitted by law and as stated in the charter; **preferences will not require mandatory parent volunteer hours** as a condition of admission (Ed. Code § 47605(e)(2)(B)(iv) **shall not limit access** for pupils protected by Ed. Code § 47605(e)(2)(B)(iii).
- Preferences, if given, shall not result in limiting enrollment access for pupils based on nationality, race, ethnicity, or sexual orientation; and shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, foster youth. (Education Code § 47605(e)(2)(B)(iii)).
- The charter school shall not discourage enrollment in the charter school, or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code § 47605(e)(2)(B)(iii).
- Not request or require submission of a student's IEP, Section 504 plan, or other records prior to admission, participation in any lottery, any pre-enrollment event, or as a condition of enrollment; CICA may request only the information necessary to apply any admissions preferences stated in the charter.

Admission and Enrollment Requirements

California Innovative Career Academy shall be nonsectarian in its programs, admission policies, and all other operations. CICA shall not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with an individual who has any of the aforementioned characteristics [Ed. Code § 47605(e)(1)]. CICA shall comply with all applicable laws governing minimum age requirements for registration in charter schools. The Charter School shall not use any test, assessment, or interview to determine a student's eligibility for admission. However, following registration, all students may be

administered diagnostic assessments, dubbed "placement tests," solely for the purpose of determining appropriate instructional placement. These assessments are used to inform grade-level placement and have no bearing on a student's eligibility for admission. In accordance with Education Code § 47605(e)(4) CICA will make available the CDE Complaint Notice and Form available during the application process and during the enrollment process, prior to the finalization of enrollment. This form will also be posted on the Charter School website.

CICA admits all students who meet the following criteria:

- Demonstrate a desire to enroll in the academic program
- Fall within the categories the school is legally authorized to serve
- Meet the eligibility requirement of being age 22 or older under the exclusive WIOA agreement
- Students do not have a U.S. high school diploma
- Submit a timely application

Required Documents

- Proof of Identification
- Proof of California Address (may be covered by proof of identification)
- CICA Online Registration, which includes but not limited to the following:
    - Emergency Consent and Contact Information
    - National School Lunch Program Form (NSLP)
    - Home Language Survey
- CalJOBS Registration (Any forms required by a WIOA partner

Enrollment Period

Initial applications are accepted at any time during the school year. The CICA admission process consists of the completion of an online application form. The admission process also includes students to participate in orientation, grade level placement, and academic planning.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)

Per Ed. Code §§ 47612.1 and 47605.1(f)(1), CICA provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership agreement with the Sacramento Employment and Training Agency (SETA) or other WIOA organization. As such, CICA only legally serves students who are receiving WIOA-funded services and does so under the terms of a Partnership Agreement. CICA will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

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

Not Possessing a U.S. High School Diploma

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

CICA Proposed Lottery Process
If the number of applications exceeds the enrollment capacity, admission will be determined by a random lottery process. CICA will conduct a public random drawing facilitated by PowerSchool Enrollment School Choice, a third-party platform. The drawing will take place in a public setting at our Howe Campus located at 1111 Howe Avenue, Sacramento, CA 95825. The lottery will be held up to two weeks before the start of the school year. Notice of the random drawing will be provided through written postings at the CICA Howe location and on the Highlands Community Charter School official website.

The following enrollment preferences will apply in the event of a public random drawing:

1. All students currently enrolled in CICA
2. Non-youth residents of TRUSD; as defined by WIOA as those 22 years of age or older
3. All other residents of TRUSD
4. All other applicants

The lottery is open to the public, and prospective students are encouraged to attend; however, they are not required to be present at the time of the drawing to be eligible for admission. Results will be communicated immediately after the lottery through a mass SMS notification.

The lottery will be conducted using student numbers assigned to each prospective student. As numbers are drawn, they will be displayed for everyone in attendance to see. Once all available seats for a specific grade level, site, and schedule preference (regular daytime or evening) have been filled, the designated staff member will announce that any additional students drawn will be placed on the waitlist. Students will be added to the waitlist for that grade level, site, and schedule preference (regular daytime or evening) in the order their numbers are drawn.

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity for a specific grade level, site, and schedule preference (regular daytime or evening). In the event of a lottery, admission will be offered to prospective students based on lottery results until capacity is reached. Once capacity is met, all remaining names drawn will be placed on a waiting list in the order they were selected.

New applicants who register after the lottery deadline will be offered a seat if space is available in their grade level, site, and schedule preference (regular daytime or evening), or they will be added to the waiting list in the order the application was received. As seats become available, they will be offered to students starting with the lowest numerical ranking on the waiting list.

Notifying Students of a Seat Offering
Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be contacted by the Registration department to confirm their seat. Any admitted students who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures
Copies of lottery results and waiting list(s) are readily available for inspection at the school office. These records will be maintained by the Registration department.

Communicating to All Interested Parties
Applications are available digitally online on the CICA website. CICA advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and flyers.

Element I Annual Financial Audits

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

Accreditation

CICA has achieved a full six-year WASC accreditation through June 2030 with a mid-cycle visit scheduled during the 2026-2027 school year.

Annual Audit Procedures

Contracting with an Independent Auditor

California Innovative Career Academy (CICA) conducts an annual independent fiscal audit in compliance with Education Code § 47605(c)(5)(I) and 47605(m). All financial records are maintained in accordance with Generally Accepted Accounting Principles (GAAP), and audits are conducted in accordance with generally accepted auditing standards and the State Controller's K–12 Audit Guide.

In the 2024–2025 school year, the CICA Board of Directors adopted Board Policy 3581 – Data Retention and Record Management, which provides a comprehensive framework for the classification, retention, and secure disposal of records by staff, contractors, and affiliates. The policy applies to all administrative, financial, personnel, student, and instructional records, including communications in paper, digital, audio, or video format. This policy ensures that all audit-related documentation is properly maintained and readily accessible. For additional details, refer to the appendix entry for BP 3581.

Audit Timeline Overview

In alignment with Board Policy 3100 – Budget Development and Oversight, audit procedures are embedded in the school's annual budget cycle and financial governance structure. Each spring, the Executive Director and Chief Business Official (CBO) recommend an independent auditor for approval by the Board of Directors. Following the close of the fiscal year, the CBO finalizes and closes the books, compiles the necessary financial documentation, and coordinates with the independent auditor to conduct the audit.

Upon completion, the auditor prepares a report, which is formally presented to the Board of Directors. The Executive Director and CBO review any audit findings or exceptions and coordinate the necessary corrective actions. In accordance with statutory deadlines, the finalized audit report is submitted to the charter authorizer (Twin Rivers Unified School District), the Sacramento County Superintendent of Schools, the State Controller's Office, and the California Department of Education (CDE) by December 15 of each year. For additional detail, see appendix reference BP 3100.

Audit Completion Timeline

The audit is expected to be finalized within six months of the fiscal year's end. The Board of Directors formally reviews each year's audit findings and takes appropriate action to ensure full compliance with state and federal requirements.

Selection Criteria for Independent Auditors
The selected auditor must be a Certified Public Accountant (CPA) with experience in public school and charter school finance and must be listed as an approved audit provider by the State Controller. CICA is solely responsible for all associated audit costs. Where applicable, the audit scope will include federal compliance elements outlined in Office of Management and Budget (OMB) Circulars and related federal guidelines.

Resolution of Audit Findings
Any audit exceptions or deficiencies are first reviewed by the CICA Audit Committee, which provides formal recommendations to the Board of Directors. The Board submits a written report to the charter authorizer describing how identified findings have been addressed, along with supporting documentation. In cases where findings remain unresolved at the time of submission, the report includes a corrective action plan and projected timeline for resolution. CICA aims to address all audit findings within six months. Disputes regarding the resolution of audit findings will follow the dispute resolution procedures set forth in this charter.

Upon receipt of the draft audit and management letter, the CEO/CBO prepares a written Corrective Action Plan (CAP) that, for each finding, identifies the root cause, required remedial actions, responsible owner, resources, and a target completion date.

Audit Committee Review & Board Action
The CICA Audit Committee reviews the CAP and forwards recommendations to the Board of Directors for approval. The CAP remains on the Board's agenda for status reporting each meeting until all items are closed.

Authorizer Notification & Documentation
Within 30 days of Board acceptance, CICA submits to the charter authorizer a written report describing how each finding has been addressed or will be addressed, with supporting documentation. If any item is not yet resolved, the submission includes the Board-approved CAP and projected completion dates.

Timelines & Monitoring
CICA aims to fully resolve audit findings within six months of audit issuance. Progress is monitored against milestones; if delays arise, management provides revised timelines and interim controls to the Audit Committee and Board.

Material Weaknesses/Significant Deficiencies
Any material weakness or significant deficiency triggers immediate Board notification, expedited remediation steps, and—if warranted—the engagement of external advisors to strengthen internal controls.

Public Access and Appeals
Audit reports are public records and will be made available upon request. Any audit appeals or requests

for summary review will be submitted to the Education Audit Appeals Panel (EAAP) in accordance with applicable law.

Element J Suspension and Expulsion Procedures

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation

determination notice, involuntary transfer notice, and other documents and related information." Education Code § 47605(c)(5)(J).

School Climate And Student Discipline System

Highlands Community Charter and Technical Schools (HCCTS) has adopted 5144.1 Suspension and Expulsion Board Policy to promote student learning and maintain a safe and supportive learning environment—whether in-person or remote. The policy is closely aligned with California Education Code § 48900 et seq. and is reviewed annually for updates. Disciplinary actions, including suspension, expulsion, or involuntary removal, are applied fairly and consistently and are clearly outlined in the Student Handbook. Students and families receive written notice of these policies upon enrollment. The policy prohibits corporal punishment and outlines due process protections for all students, including those with disabilities or Section 504 plans. Involuntary removal requires written notice in the student's native language and an opportunity for a hearing. Students remain enrolled during the hearing process unless suspended or expelled for misconduct. For more information about Board Policy 5144.1, see the appendix.

CICA Discipline Philosophy

California Innovative Career Academy prides itself on meeting student needs and developing action plans to address extenuating circumstances as they arise, recognizing that many students come to the organization due to hardships that have prevented the fulfillment of their educational goals. By addressing the needs of each student directly, barriers to student success are removed.

CICA implements a philosophy that all students deserve a second chance by providing services that include individual one-on-one student counseling, a drug and alcohol rehabilitation and prevention support group called Clear Connections that meets twice a week, and a Positive Direction support group that meets once a week which focuses on a different student success theme per month. We also provide services that address criminal history and homelessness if these occurrences impede student attendance. Additional addressing of student needs include a transportation plan for adults who do not have vehicle access to and from school, a clothing and food closet for those students who are lacking basic necessities, and free child care for those students who are not able to attend class due to young children between the ages of 2 and 5 who are not school age eligible.

CICA encourages the utilization of these services to prevent student disenrollment, suspension, or expulsion when applicable. Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review the student's individual extenuating circumstances. Counselors, teachers, directors, and other assigned personnel assist in addressing student needs by creating an action plan for both the staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem-solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time and invites the adult student to participate in finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST

process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset-Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.
- Service Coordination: An action plan is developed for interventions, with support implemented and designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Action items are monitored, and a follow-up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments, and continue to strategize positive solutions to ensure student success.

The coordination of interventions at school, home, and the community improves student learning and provides focused, positive support to teachers, students, and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Teacher(s)
- Resource personnel or specialists, such as community outreach consultants, social workers, probation officers, community resources representatives, or mental health consultants
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting, each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator

This person facilitates the work of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting and coordinates logistics before and after the meeting.

The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most importantly, keeping a positive tone at the meeting.
The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder
The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items, and results. The recorder does this by using the Student Success Plan form or the Student Success Plan Follow-up Form.

Team Member
An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member
The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students
When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student must also be allowed to ask any questions or share any concerns s/he may have with the upcoming meeting.

Adult students may also have time, work, child care, or transportation issues that prevent participation in the meeting. The SST process must include support for students to accommodate these very real issues.

Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices
Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Case Management
It is very important to clearly define on the Student Success Plan who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:
- meeting with the student and with the teacher regarding the action plan
- making phone calls and/or sending reminder notes to team members regarding action items,
- and/or helping students and their families follow through with referrals to on-site and community-based services.

Feedback to the Referral Source
The administrator, or a designated member, provides the referral source with feedback in a timely manner after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications and adaptations.

Student/Family Support
Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. The student has to feel that s/he has some control over their own goals and plans, and that school staff are their allies, rather than the ones who have all the control. During the SST meeting the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

Ongoing monitoring of student progress
At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the Student Success Plan Follow-up Form. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development
Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. CICA staff are trained and annually review de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[3], during assigned time for supervised academic support or restorative conferencing, either virtually or in person., community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from learning opportunities, meetings, and optional program events during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom CICA has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. CICA will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom CICA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.

As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

Authorization and Implementation of In-School Suspensions

In-school suspension at CICA is structured through enrollment in the school's targeted support track within the Independent Study Program. This track includes mandatory advisor check-ins, access to credit recovery resources, and scheduled tutoring—either in person or virtually—as appropriate. CICA offers in-school suspension as a means of reducing time missed from learning for behavioral issues.

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

Should the need for in-school suspension arise due to a violation of student conduct violations, as defined by the California Innovative Career Academy's Student Handbook, in-school suspension will be served through the enrollment of and attendance in the California Innovative Career Academy Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that CICA adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- Made terrorist threats against school officials or school property, or both.

Grounds For Suspension And Expulsion

Scope of Disciplinary Jurisdiction

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on any school-affiliated site, including learning centers, during in-person appointments, or participating in any school-sponsored activity, whether virtual or in person; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Suspension Offenses

Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.
B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.
Q. Committed sexual harassment, as defined in Education Code § 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.
R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.

1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    i. A message, text, sound, video or image.
    ii. A post on a social network Internet website including, but not limited to:
        a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
        b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.

iii. An act of cyber bullying.

a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Instruction & Professional Learning (or assigned designee's) concurrence.

W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses
Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Instruction & Professional Learning (or assigned designee's) concurrence.

B. Brandished a knife at another person

C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Out-Of-School Suspension Procedures

Suspension Authority
CICA will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director's and/or Chief Academic Officer, or in the case of the Executive Director and Chief Academic Officer's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director's and/or Chief Academic Officer or an assigned designee with the student and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director's and/or Chief Academic Officer and Instruction or assigned designee.
The conference may be omitted if the Executive Director's and/or Director of Instruction & Professional Learning or an assigned designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.
At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regard to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

Maximum Suspension
The length of the suspension will be determined by the Executive Director and/or the Chief Academic Officer or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Chief Academic Officer or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

Meaningful Education for Suspended Students

A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student and all needed materials will be left in the front office.

In accordance with Education Code § 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code § 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Pending the Outcome of an Expulsion Process

Upon a recommendation of expulsion by the Executive Director and/or the Chief Academic Officer or Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Chief Academic Officer or Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in the section titled, "In School Suspension."

Expulsion Procedures

Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Chief Academic Officer (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel
As required by Education Code § 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law. A student may be expelled either by the CICA Board following a hearing before it or by the CICA Board upon the recommendation of the Executive Director and/or the Chief Academic Officer or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Chief Academic Officer or Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the CICA Board of Directors shall make the final determination.

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Instruction & Professional Learning (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such a term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.
A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.
C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Chief Academic Officer or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of CICA disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at CICA to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,

6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student who has a primary language other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
CICA may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the CICA Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. CICA must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both of the support persons is also a witness, CICA must present evidence that the witness' presence is both desired by the witness and will be helpful to CICA. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
7. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing
A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Chief Academic Officer or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with CICA.

The Executive Director and/or the Chief Academic Officer or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
CICA shall maintain records of all student suspensions and expulsions at CICA. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from CICA as CICA Board's decision to expel shall be final.

Expelled Students/Alternative Education
CICA shall ensure that students suspended from CICA are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from CICA, CICA shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. CICA shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from CICA.

Rehabilitation Plans
Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from CICA shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to CICA for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon CICA capacity at the time the student seeks readmission.

Notice to Teachers
The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code § 49079 and the corresponding enumerated offenses set forth above.

Element K Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." (Ed. Code § 47605(c)(5)(K).)

Retirement Systems for Certificated, Classified, and Other Staff Members

All full-time certificated employees at California Innovative Career Academy (CICA) participate in a qualified retirement plan, including, but not limited to, the State Teachers Retirement System (STRS) or the federal Social Security system based on their eligibility to participate. CICA teachers participate in STRS. Non-certificated/classified staff participate in a 401a defined contribution plan.

CICA employees may be eligible to participate in school-sponsored retirement and benefit plans, as outlined in policies adopted by the Board of Directors. In the event that the Internal Revenue Service enacts regulations prohibiting nonprofit entities from participating in publicly funded retirement systems such as the California State Teachers' Retirement System (CalSTRS), employees will instead be enrolled in Social Security and/or an alternative employer-sponsored retirement plan approved by the CICA Board. Prospective employees are informed of their retirement system options during the application process and advised that employment with CICA may affect their eligibility for continued participation in a previous retirement system.

The Executive Director is responsible for ensuring appropriate retirement coverage is arranged for all staff. To support recruitment and retention of highly qualified personnel, CICA offers a competitive compensation and benefits package that reflects market conditions and professional experience.

STRS reporting is conducted in collaboration with Charter Impact, CICA's contracted fiscal services provider specializing in payroll taxes and CalSTRS compliance. While contributions and deductions are processed through CICA's internal payroll department, Charter Impact oversees all reporting, auditing, and submission of required documentation to CalSTRS. The CICA Finance Department performs regular reconciliations to ensure accuracy and alignment with STRS liability reporting cycles.

Element L Public School Attendance Alternatives

"The public school attendance alternatives for students residing within the school district who choose not to attend charter schools." (Ed. Code § 47605(c)(5)(L).)

Informing Students of Public School Attendance Alternatives

No student may be required to attend California Innovative Career Academy (CICA). Students who reside within the District who choose not to attend CICA may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. [34]Each student enrolled in CICA is informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in CICA, except to the extent that such a right is extended by the local education agency. This information is also communicated to families through orientation materials and enrollment staff, who are available to answer questions and provide support in multiple languages as needed.

While no K-12 attendance alternatives exist for students enrolled at CICA with the exception of HCCS there are a number of adult education programs that may serve to meet adult students educational needs.

Sacramento City Unified School District (SCUSD): The Charles A. Jones Career and Education Center offers academic and career training, including ESL, US citizenship classes, and high school completion. It also provides online career training programs in areas like business, health, and computer science, with financial aid available for qualified students.
Twin Rivers Adult School: Offers ESL, adult high school, and career education programs, including those in skilled trades and workforce preparation.
Elk Grove Adult and Community Education: Provides workforce training and other educational opportunities, including paraprofessional certification and support for job seekers.
Natomas Unified School District Adult Education: Provides opportunities for college and career readiness, GED and high school diploma preparation, ESL, and US citizenship classes.
Folsom Cordova Adult School: Located in Rancho Cordova, this is another school within the Capital Adult Education network.
Encina Adult Center: Located in the Arden Arcade area, this center offers a range of academic and career training classes through the San Juan Unified School District.

Element M Rights of District Employees

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." (Ed. Code § 47605(c)(5)(M).)

No public school employee will be required to work at CICA. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by CICA unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of CICA will be considered the exclusive employees of CICA and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by CICA provides no rights of employment at any other entity, including any rights in the case of closure of CICA.

CICA has a board approved Employee Handbook which outlines employee rights as well as employee responsibilities. The Employee Handbook for 2024-2025 is linked in the appendix.

Employee Representation

CICA shall be deemed the exclusive public school employer of the employees of CICA for the purposes of the Education Employment Relations Act ("EERA"). CICA shall comply with the EERA.

CICA is independent from Twin Rivers Unified School District, and any District employees who choose to work at CICA shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof. All persons employed by CICA shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. CICA employees shall have no employment rights of any kind with Twin Rivers Unified School District.

CICA will develop and maintain an Employee Handbook detailing the rights and responsibilities of all CICA employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, CICA shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. CICA shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. CICA shall be solely responsible for the hiring and compensation of CICA employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any CICA teacher or employee.

Governing Law: Except for the requirement that a pupil be a California resident, subdivision (b) of Section 47612 shall not apply to a charter school program that provides instruction exclusively in partnership with any of the following:

- The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101, et seq.).

- Federally affiliated Youth Build programs.
- Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14406 or 14507.5 of the Public Resources Code.

-- California Education Code § 47612.1.

Governing Law: Notwithstanding any other provision of law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:

- The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.).
- Federally affiliated Youth Build programs.
- Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.
- Instruction provided to juvenile court school pupils pursuant to subdivision (b) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.

-- California Education Code § 47605.1 (f).

Element N Mandatory Dispute Resolution

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." (Ed. Code § 47605(c)(5)(N).)

Disputes Arising from within CICA

It is the intent of Twin Rivers Unified School District and CICA that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible.

Complaints regarding the operation of CICA, which do not involve Twin Rivers Unified School District liability or issues of student health or safety, will be forwarded to CICA for processing according to procedures adopted by CICA, prior to being addressed by Twin Rivers Unified School District. CICA procedures shall include reasonably expeditious timelines and a full opportunity for parents/guardians of any students who are minors directly affected to express their concerns. Twin Rivers Unified School District will not address the dispute if CICA can fully resolve the problem unless CICA requests Twin Rivers Unified School District's involvement.

Disputes between CICA and Twin Rivers Unified School District

CICA recognizes that it cannot bind Twin Rivers Unified School District to a dispute resolution procedure to which Twin Rivers Unified School District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. CICA is willing to consider changes to the process outlined below as suggested by Twin Rivers Unified School District. CICA and Twin Rivers Unified School District will be encouraged to attempt to resolve any disputes with CICA amicably and reasonably without resorting to formal procedures.

In the event of any dispute between CICA and Twin Rivers Unified School District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute, which shall be simultaneously submitted to Twin Rivers Unified School District's Superintendent or designee, and the Executive Director of HCCTS. The Executive Director and the Superintendent or designee shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law. The cost of the mediator shall be equally split between the parties.

CICA shall timely notify Twin Rivers Unified School District of any and all complaints filed against

CICA by its employees, students, parents, and vendors, involving violations of the Charter, the MOU, state or federal law, or alleged financial mismanagement.

Revocation Protocol

CICA and Twin Rivers Unified School District agree that the dispute resolution procedure set forth above shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, Twin Rivers Unified School District shall provide CICA with written notice of its belief and an opportunity to meet with and respond to Twin Rivers Unified School District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless Twin Rivers Unified School District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code § 47607(g) and its implementing regulations. Thereafter, if Twin Rivers Unified School District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code § 47607.

Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. (California Education Code § 47605(h).)

CICA shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code § 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of CICA or for claims arising from the performance of acts, errors, or omissions by CICA if the authority has complied with all oversight responsibilities required by law. CICA shall work diligently to assist Twin Rivers Unified School District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure CICA shall not be liable for the operation of CICA.

Further, CICA and Twin Rivers Unified School District shall enter into a memorandum of understanding, wherein CICA shall indemnify Twin Rivers Unified School District for the actions of CICA under this charter.

The corporate bylaws of CICA shall provide for indemnification of the Twin Rivers Unified School District's Board, officers, agents, and employees, and CICA will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of Twin Rivers Unified School District and the Twin Rivers Unified School District insurance company for schools of similar size, location, and student population. Twin Rivers Unified School District shall be named an additional insured on the general liability insurance of CICA.

The CICA Board will institute appropriate risk management practices as discussed herein, including

screening of employees, establishing codes of conduct for students, and dispute resolution.

Element O Charter School Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." (Ed. Code § 47605(c)(5)(O).)

The following procedures shall apply in the event CICA closes, regardless of the reason for closure. Closure of CICA shall be documented by official action of the Board of Directors of CICA. The action shall identify the reason for closure and designate an entity and individual(s) responsible for closure-related activities. The CICA Board shall promptly notify Twin Rivers Unified School District (TRUSD), within ten (10) business days, of the closure and the effective date of the closure. Closure initiated by the CICA Board shall not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The entity responsible for implementing the closure procedures shall be experienced in the dissolution and closure of public educational programs and shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, payment of debts and liabilities, and distribution of remaining assets.

The CICA Board of Directors shall also notify the Sacramento County Office of Education, the School's SELPA, the retirement systems in which the School's employees participate and the California Department of Education of the closure, as well as the effective date of the closure. This notice shall include the name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; the manner in which parents/guardians (in the case of a minor) and adult students may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements; and student contact information, which shall also be promptly provided to TRUSD.

The CICA Board of Directors shall also develop a list of students in each grade level and the classes they have completed, together with information on each student's district of residence, which the Board shall provide to the entity responsible for closure-related activities. The CICA Board of Directors shall ensure timely notification to the parents and students of the School of the closure and provide information to assist them in locating suitable alternative programs. This notice shall be provided within ten (10) business days following CICA's decision to close the School.

As applicable, CICA will provide parents, students, and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. CICA will ask TRUSD to store original records of CICA students. If TRUSD is unable or unwilling to store the records, CICA will work with the Sacramento County Office of Education to determine a suitable alternative location for storage. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

All state assessment results, special education records, and personnel records shall be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, CICA shall prepare final financial records. Within six (6) months following the date of closure, CICA shall also have an independent audit completed. The audit shall be paid for by CICA using its Reserve Fund and shall be conducted according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits, selected by CICA. The audit shall be provided to TRUSD promptly upon completion. The final audit shall include an accounting of all financial assets, including cash and accounts receivable; an inventory of property, equipment, and other items of material value; an accounting of liabilities, including accounts payable, any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to CICA.
CICA shall complete and file any annual reports required pursuant to Education Code § 47604.33.

Upon closure of CICA, all assets of CICA, including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending CICA, after payment of debts and liabilities and refunds to applicable agencies, shall be distributed in accordance with CICA's Articles of Incorporation to another California public educational entity. Any assets acquired from TRUSD will be promptly returned to TRUSD upon closure. The distribution shall include the return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or applicable state and federal law, including the submission of final expenditure reports and final performance reports. Donated materials and property shall be returned in accordance with any conditions established when the donation was accepted.

On closure, CICA shall remain solely responsible for all liabilities arising from the operation of the School. As CICA is operated by a nonprofit public benefit corporation, should the corporation dissolve upon closure, the Board shall follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary documents with the appropriate state and federal agencies.
As specified by the Budget in the Appendix, CICA will utilize its Reserve Fund to undertake any expenses associated with the closure procedures identified above.

APPENDIX

A. Organizational Chart Updated September 18, 2025
- a. HCCTS Organizational Chart

B. Leadership Resumes 2025-2026
- a. Executive Director, Jonathan Raymond
- b. Deputy Director/Chief Operating Officer, Teresa Cummings, Ph.D.
- c. Deputy Director/ Chief Academic Officer, Eric Chapman
- d. Chief Business Officer, Matthew Lemos
- e. Director of Fiscal Services, Diana Gonsalves
- f. Director of Instruction and Professional Learning, Andrew Michaud
- g. Director of Accountability and Assessment, Melissa Roberson
- h. Interim Director of Student Services,Mayra Valdivia Valencia
- i. Director of Human Resources, Bindy Grewal

C. Leadership Job Descriptions
- a. Executive Director
- b. Deputy Director/Chief Academic Officer
- c. Deputy Director/Chief Operating Officer
- d. Director of Student Services
- e. Director of Instruction & Professional Learning
- f. Director of Human Resources Job Description (03-14-2023) Approved
- g. Director of Accountability and Assessment
- h. Director of Career Pathways and Partnerships
- i. Chief Business Official (CBO) 10-03-2024.pdf
- j. Intervention Coordinator
- k. CASAS Coordinator
- l. Executive Director Employment Agreement

D. Board Policies and Handbooks 2025-2026
- a. Board Bylaws
- b. 4331 BP Administrative Credential Reimbursement
- c. 4115 BP Personnel Evaluation and Supervision
- d. 4112.2 BP Credentialing Requirements Communications
- e. 2025 Emergency Operations Guide
- f. 1325 BP Marketing: Advertising and Sponsorship Policy
- g. 3100 BP Budget Development and Oversight
- h. 3581 BP Data Retention and Record Management
- i. 5144.1 BP Suspension and Expulsion
- j. Employee Handbook[35]
- k. CICA Attendance SOP

E. Fiscal Documents 2025-2026

APPENDIX

a. First Interim Budget Update

F. Governing Board Approval

a. HCCTS Board agenda September 18th, 25

G. WIOA Partnership Agreement

a. Sacramento Employment and Training Agency MOU

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CICA Material Revision Presentation 1.13.26



Purpose

- This Material Revision cures the Notice Of Violation of the Charter regarding locations.

- If the Material Revision is not approved CICA will occupy only the locations listed in MOU Amendment No. 3

Updates to the Material Revision

- Addresses locations only
- No educational program updates

Material Revision Updates - Locations

The locations requested in the material revision consolidate operations to 13 student serving locations in Sacramento county.

13 Student Serving Sites:

- 33rd St. (2520 33rd St, Sacramento, CA 95817)
- 37th Ave. (3301 37th Avenue, Sacramento, CA 95824)
- Boxwood St. (2260 Boxwood Street, Sacramento, CA 95815)
- Center Pkwy. (7839 Center Parkway, Sacramento, CA 95823)
- College Oak Dr. (4545 College Oak Drive, Sacramento, CA 95841)
- Folsom Blvd. (10017 Folsom Blvd, Sacramento, CA 95827)
- Franklin Blvd. (5961 Franklin Blvd, Sacramento, CA 95824)
- Grand Ave (1333 Grand Ave, Sacramento, CA 95838)
- Howe Ave. (1111 Howe Avenue, Sacramento, CA 95825)
- Industrial Pkwy. (8180 Industrial Parkway, Sacramento, CA 95824)
- Marconi Ave. (3727 Marconi Ave, Sacramento, CA 95821)
- Old Auburn Rd. (7817 Old Auburn Road, Citrus Heights, CA 95610)
- Todhunter Ave. (800 Todhunter Avenue, West Sacramento, CA 95605)

2 Administrative Support Locations:

- Arden Way (901 Arden Way, Sacramento, CA 95815)
- Florin Rd. (3801 Florin Road, Suite 107, Sacramento, CA 95823)

CICA has fully cured all issues in the NOV

Material Revision is Cure to One of the Issues

1.Material revision would cure the issues pertaining to site locations and update the petition to current law.

2.Credential misassignments fully cured through hiring K-12 credentialed teachers.

3.Audit has been turned in, fully curing the failure to turn in an audit.

4.Out-of-County lease in San Diego has been terminated and new policies adopted to prevent similar issues in the future, fully curing the concern about fiscal mismanagement.

5.Alleged violation of WIOA Exclusive Partnership Agreement fully cured through disenrollment of non-WIOA students and closure of the program in question.

6.Instructional minutes concern fully cured through new Board policies on class size and re-engagement of students with attendance issues, staff training on those policies and implementation.

7.Concern about serving grade levels not authorized in the charter is refuted because the CICA charter authorizes all grade levels.



HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

7150.5 BP School Site Opening and Closure Policy

Board Policy

Highlands Community Charter and Technical Schools (HCCTS) establishes this policy to guide the opening and closure of school sites, ensuring that these decisions are made responsibly, transparently, and in compliance with applicable laws and all agreements with the School's Authorizer. This policy provides criteria and procedures for both opening and closing school sites.

Purpose

To outline the standards and steps for evaluating and implementing the opening and closure of HCCTS school sites, prioritizing the educational needs of students, staff well-being, community impact, and operational stability.

Scope

This policy applies to all school sites operated by HCCTS and authorized by the Authorizer of the Charter School.

Criteria for Site Opening

In considering opening any potential site HCCTS shall produce written documentation of having considered the following key criteria to be presented to the Authorizer and the HCCTS Board of Directors.

- **Community Demand**: The identified need within the community for education services, supported by demographic data or community requests.
- **Educational Purpose**: The potential site serves the educational needs of students enrolled in HCCTS schools either through direct instruction or the support services necessary and appropriate to facilitate instruction.
- **Geographic Proximity**: The potential site is appropriately located within the area(s) HCCTS is authorized to operate in.
- **Financial Feasibility**: Sufficient funding and resources are available to establish and operate the site sustainably.
- **Facility Suitability**: The potential site meets the safety, accessibility, and compliance standards required for educational facilities.
- **Workforce Readiness**: Availability of qualified staff to support

educational and operational needs at the new site.

Criteria for Site Closure

HCCTS may consider closing a school site under one or more of the following conditions:

- **Enrollment Declin**e: Persistent decline of at least 20% in enrollment over three consecutive years.
- **Fiscal Constraints**: Site usage doesn't support the ongoing costs associated with the facility.
- **Facility Condition**: Structural issues or safety hazards that impair the ability to operate safely.
- **Educational Adequacy**: Limitations in space or resources that prevent maintaining educational standards.
- **Community Needs**: Demographic changes leading to low site utilization.
- **Property Agreement**: Expiration of lease or property agreements that cannot be renewed.

District Approval Requirement

- Prior to opening, relocating, expanding, or establishing operations at any new school site, satellite location, or resource center, HCCTS shall obtain written approval from the Authorizer.
- The HCCTS Board shall not take action to approve any new or relocated site until the Authorizer's written approval is included in the Board agenda packet and presented publicly at the Board meeting.
- No facility shall open, operate, or serve students until HCCTS has received, documented, and retained the Authorizer's written approval in accordance with this policy.
- All documentation of District approval shall be maintained in HCCTS' official records and provided to the Authorizer upon request.

Compliance

This policy will adhere to relevant legal requirements, including:

- California Education Code: Adherence to state guidelines for school site operations.
- The Authorizer's and HCCTS Policies: Alignment with district and school standards for site management.
- Charter School Law: Compliance with charter-specific regulations, including required notifications and transition processes
- The HCCTS board shall approve any site closure prior to any action taken.
- HCCTS will provide the Authorizer a minimum of 30 days notice of any

Board approved site closures.

Approved: December 5, 2024
Revised: December, 2, 2025

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Petition for the California Innovative Career Academy

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

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted January 2, 2026

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Preface

Highlands Community Charter and Technical Schools (HCCTS), a California Public Benefit Corporation, is submitting this Charter Petition to start California Innovative Career Academy (CICA). This petition represents an opportunity for Twin Rivers Unified School District to have a greater number of its parents and other adult community members served, such that they can receive the opportunity to earn a high school diploma, and thus also help the children of the district. Since there is a limited amount of consortium dollars that are available to fund Twin Rivers Adult School, California Innovative Career Academy will further extend Twin Rivers' capability to serve these adult students without taking away resources from its own schools, just as California Innovative Career Academy has already extended Twin Rivers' ability to serve parents and other adults without losing resources.

The reason HCCTS wishes to start California Innovative Career Academy separate from its existing California Innovative Career Academy is simple: the current charter school is classroom-based, which means that all students must have at least 80% of their days of attendance within a classroom. However, most adults need to work, and even with a part-time job, they often cannot make the state mandated number of hours of classroom attendance. Thus, by having the Independent Study School, we would be able to help more of our community members, including many Twin Rivers Unified School District parents, succeed.

HCCTS respectfully submits this charter petition material revision request to the Twin Rivers Unified School District, seeking to continue the effective work of serving adult students in Sacramento County. California Innovative Career Academy requests to operate at the 13 sites detailed below.

Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824 Rooms: H2.1 H2.2
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823 Rooms: CP2, CP7, CP1
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841 Building A - Located on the west side of the property
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824 SR1, SR2, SR10, SR 16, SR 17, SR20, SR24 - Referred to in the lease as Rooms 1A, 2A, Cypress Room, Portable Classrooms 1 and 2, Bolland Hall, 4 offices

Grand Ave.	1333 Grand Avenue, Sacramento, CA 95838
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825 Suites: 115, 445, 450, 455, 460, 505, 510, 540, 555, 575, 595, 610, 630, 645, 655
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I, Jonathan Raymond, hereby certify that the information submitted in this application for California Innovative Learning Academy, located within the boundaries and authority limits of the Twin Rivers Unified School District, is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school. California Innovative Career Academy(also referred to herein as "CICA" and "Charter School") shall:

- California Innovative Career Academy will commence services prior to September 30, 2019. The target date for the beginning of instruction is July 8, 2019: which will ensure compliance with Education Code Section 47652(c).

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations.

- Not charge tuition.

- Not discriminate against any pupil on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)] The Charter School shall also comply with AB 715 (2025).

- Except as provided in Education Code section 47605(e)(2), admission to a charter school shall not be determined according to the place of residence of the pupil within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(e)(1).)

- Admit all pupils who wish to attend Charter School and who submit a timely application, unless CICA receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(e)(2), admission to CICA shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of CICA in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)

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

- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]

- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice

regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

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

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

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

- Meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary.
- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations, in the same manner as a governing board of a school district. [Ref. Education Code Section 47605(l)(1)]

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

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

- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.

- On a regular basis, consult with its students, parents and teachers regarding CICA education programs. (Ed. Code § 47605(d).)

- Comply with any applicable jurisdictional limitations to locations of its facilities.

- Comply with all laws establishing the minimum and maximum age for public school enrollment.

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

- Comply with the Public Records Act.

- Comply with the Family Educational Rights and Privacy Act.

- Comply with the Ralph M. Brown Act.

- Comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1.

- Comply with the Political Reform Act, Government Code Section 81000, *et seq.*

- Meet or exceed the legally required minimum of school days. (Title 5 California Code of Regulations § 11960.)
- Comply with the provisions of AB 49 (2025) including but not limited to provisions relating to the collection and disclosure of information or documents regarding citizenship or immigration status of students or their family members.
- Charter School declares that it shall be deemed the exclusive public school employer of Charter School's employees for the purposes of the Educational Employment Relations Act.

_____ _____

Jonathan Raymond for CICA
1333 Grand Ave
Sacramento, CA 95838
(916) 844-2283

January 2, 2026.

Element 1: The Educational Program

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

-- California Education Code Section 47605 (c) (5) (A) (i)

***Governing Law*: The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.**

-- California Education Code Section 47605 (c) (5) (A) (ii)

In accordance with California Education Code Sections 47605.1(f) and 47612.1, all instruction with CICA will be provided exclusively in partnership with the Greater Sacramento Urban League, a WIOA-funded organization, or other legally allowed exclusive partnership. Adult students who meet the terms of the partnership agreement and statutory requirements may be served by CICA.

California Innovative Career Academy will have a sound educational program that primarily serves unserved and underserved adults. We believe that the biggest challenge of the 21st century has been, and will continue to be, how to have the skills and knowledge to be able to have a livable-wage job, which includes students learning to become self-motivated, competent in specific "hard" and "soft" skills, and recognize that they need to be lifelong learners to keep up with a changing landscape of technology and legal requirements. While our school is a cohesive "whole," with all courses complementing each other, these courses can be configured in different permutations to build customized programs for different target populations.

Overview

Location	1333 Grand Ave Sacramento, CA 95838
Educational Focus	CICA provides an educational opportunity that offers California standards- aligned curriculum, instruction designed to maximize the growth of all students, and a goal-oriented program of helping every student realize his or her potential.
Grades Served	Serving adults 22 years of age and older, who do not have a U.S. high school diploma.
Flexible Instruction	All students will be provided curriculum that meets the California standards for their grade level with high-interest delivery and regular and purposeful assessment.
Mission of School	We are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.

Schools Like Highlands Independent Study	California Innovative Career Academy offers a valuable alternative for students seeking independent study opportunities; the school supports their learning through one-on-one and online curriculum led by qualified teachers.
For more information	Web site: www.hccts.org Email: Jonathan.raymond@hccts.org Phone: (916) 844-2283

Our Beliefs about Education

Our school is being founded on the idea that giving opportunities for appropriate education to students who have been previously unserved benefits not only these individuals but benefits society as a whole. We believe that California needs more "tax makers" not "tax takers," and that well-designed schools, particularly for adults, will make this a reality such that the overall tax burden of California will go down, and the overall well-being of all residents of California will go up.

We believe that education needs to target the ultimate needs of students, such that they gain relevant skills and knowledge to be successful in their lives. We believe different students have different needs, so following a Theory of Constraints model, it is critical to have education that targets those specific needs, otherwise success will not occur. We recognize that all 21st century careers require technical skills and the ability to apply theory and academics to support those skills.

We believe that we must strive for greater efficiency and productivity in the learning process to help students to succeed, but that efficiency and effectiveness are only gained when students can retain and apply what they learn, and any "accelerated" program in which students can not apply the skills and knowledge they learned is actually decelerated learning, or worse.

We believe in making data-driven decisions in line with the scientific method, such that strategies are clearly planned for the long-term, but that logistics are only detailed for the short-term, with the understanding that the future is unknown, partly unknowable, and schools must have the ability to be flexible and adapt to an ever changing environment.

We believe in accountability to accurate principles. We believe there are mutually exclusive philosophies of either falsely believing we already know all the answers, or truly knowing that we can determine the answers as we gain more knowledge. We recognize that all forms of evaluation, whether of student learning, faculty teaching, accuracy and relevancy of content, or effectiveness of methodology will always have error, and that it is our job to reduce the error, and determine which direction is best for the system as a whole. We believe in sharing what we have learned and developed with others, such that we support open content, open source software, and open access to information.

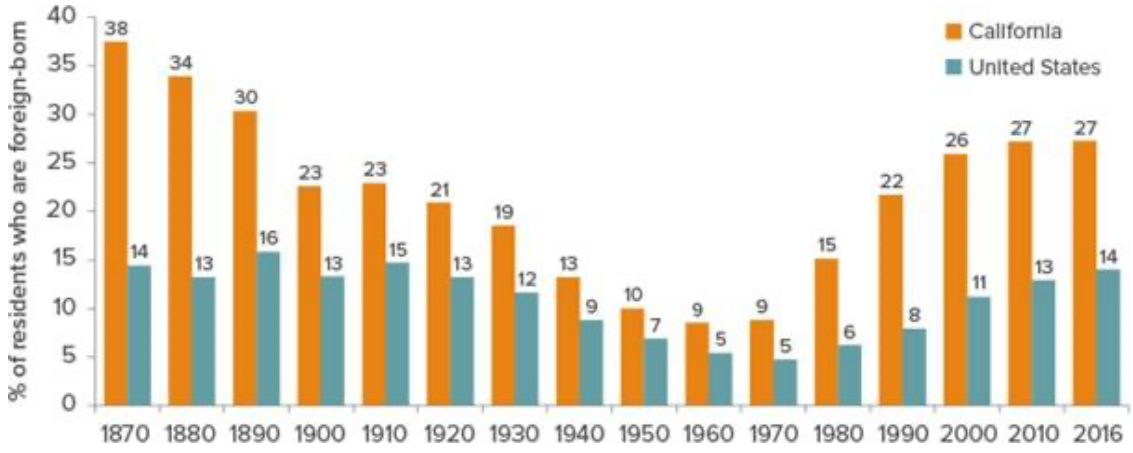
It is on this strong foundation of principles that our petition for a multi-campus adult-serving charter school is being submitted, and from which we believe success will result.

Community Characteristics and Need California

Immigrants in California (A Community of Immigrants)

According to the Public Policy Institute of California (PPIC), there are approximately 10 million immigrants in California, which is about one quarter of our state's total population. We have more immigrants in California than in any other state in the nation. According to the US Census, half of all children in California have at least one immigrant parent. Of those immigrants, almost 80% of them are working age adults, and approximately 34% of them do not have a high school diploma. Although immigrants are just as likely to work as Americans, they tend to make 24% less money. It is imperative that these immigrants have the opportunity to access education, learn English, complete their high school diploma, and attend vocational training and/or college. Research shows that many foreign-born immigrants and minorities have lower high

school graduation rates. Below is a graph that shows immigrants living in California and the United States by year from 1870-2016.



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

Sacramento's Demographic Information

In 2002, the Civil Rights Project at Harvard University labeled Sacramento the most diverse city in the United States. According to the US Census Bureau as of July 2017, the population of Sacramento is 45% white, 23% Hispanic, 16% Asian, 11% black, and 6% are two or more races. Demographers expect the minority population to continue to grow in Sacramento and it is estimated that by 2050 Sacramento will grow by 54%. It is estimated that in Sacramento 62% of the population speaks English as a first language while 38% are English learners. In Sacramento, our minority populations are more likely to experience poverty than the white population. In Sacramento only 14% of the white population is socioeconomically disadvantaged, compared to 28% of the black population, 27% of the Hispanic population, 26% of the Native population, and 23% of people who identified as two or more races.

Sacramento's Workforce

Approximately 62% of people living in Sacramento are participating in the workforce with employment at 56% and unemployment at 10.5%. Minority groups have higher rates of unemployment with 17% unemployment for our black population, 15% for people who identified as two or more races, and 14% for Native Americans. Level of education is directly related to employment with a positive linear relationship. As of 2017, the median income in Sacramento was $60,239 with just over 14% of people in Sacramento living in poverty.

Sacramento's Education

For people living in Sacramento without a high school education, only 56% of them are employed compared to 70% of high school graduates, 78% with some college, and 87% for those with a bachelor's degree or higher. Within the Twin Rivers Unified School District, 31.7% of students drop out between ninth and twelfth grade with nearly 500 more students who stay enrolled through twelfth grade but do not graduate. According to the 2010 Census, up to 20% of adults living in the Twin Rivers Unified School District do not have a high school diploma or equivalent (Public Policy Institute of California, 2012). According to the US Census data in 2017, approximately 30% of people living in Sacramento have a bachelor's degree, while the remaining 70% do not.

The Need for California Innovative Learning Academy

The area covered by the Twin Rivers Unified School District has tremendous educational needs. While some of these needs were met in the past by the adult education program of Twin Rivers Unified School District, with budget cuts, most of these opportunities have gone away for those who do not have a U.S. high school diploma. This has greatly impacted student access to dropout recovery, as well as programs serving ex-offenders and immigrants. All of these

groups not only have a direct need for services, but by helping them, we also help the state of California by reducing welfare services, reducing recidivism, increasing the tax base, and increasing the cohesiveness of our society.

The Need for Dropout Recovery

Research has demonstrated that within a school year a student drops out of high school every 9 seconds in the United States (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). Further, according to the California State Legislature, "Research suggests that fewer than 70 percent of 9th grade pupils in California, and in some school districts, fewer than 50 percent, graduate from high school" (Carter, 2011).

The Need to Educate Ex-Offenders

High school dropouts are much more likely to become incarcerated, and many families in the Twin Rivers district are affected by having a family member who is an ex-offender. California Innovative Career Academy will be able to help rehabilitate these ex-offenders and provide them real job skills. By being able to provide for their family in a legitimate manner, the children of the ex-offenders will have better role models and be more likely to break the cycle of crime. Without serving this unserved population, the problem will just continue to grow in the Twin Rivers district.

Beyond the family, the community benefits when ex-offenders gain the skills needed to get a livable-wage job. For example, in our Truck Driving program, Linda Fowler (Site Administrator) has had as low as a 7% recidivism rate (California Performance Review Panel, 2004). This lowers the tax-burden to the community and California by these "tax-takers becoming tax-makers," to quote County Supervisor Phil Serna.

The Need to Educate and Acclimate Immigrants

Sacramento has been labeled "America's Most Diverse City" (Stodghill & Bower, 2002), with many first generation immigrants. It is critical that new immigrants are able to learn the most common language and cultural norms of the United States to integrate and identify with being part of our nation. Without having this opportunity, immigrants tend to stay in their own ethnic communities, which then makes our nation becomes less of a United States of America. CICA will provide educational opportunities for immigrants to learn English, obtain U.S. Citizenship, and get a U.S. high school diploma.

Benefits and Potential Impact on Twin Rivers Unified School District

CICA will have a positive benefit to the Twin Rivers Unified School District. Given that CICA will serve adults, no students will come from existing Twin Rivers traditional K-12 schools. Further, by educating the parents of students in the Twin Rivers traditional K-12 schools, these younger students will likely have greater academic success. By being an independent charter school, Twin Rivers Unified School District will not take on any risk and insurance costs of the charter school. The general benefits of having an adult-serving charter school can be found in "Reasons and Methods for California School Districts to Transfer Adult Education Services to Adult-Serving Charter Schools" (Walker, 2013a).

Aims and Vision of Our School

Our mission is simple: *To Serve the Unserved*.

This petition contains an ambitious proposal that is quite achievable to build a charter school that targets key unserved groups of adult students and can provide the appropriate primary and secondary career technical education to help students from these groups to succeed.

CICA will serve those who don't have a U.S. high school diploma and within this set we'll focus on general high school dropouts, parents, immigrants, and ex-offenders.

Content of Curriculum

It is clear that in the 21st century, being an "educated person" means more than learning traditional academics. Statistics usually slice the population into categories based solely on level of academic attainment, showing that college graduates tend to do better in the job market than those with only a diploma, who in turn tend to do better than high school dropouts.

But these statistics can be misleading, because surveys of employers show that they want skills and experience in their employees. This is why graduates with career focused degrees, such as engineering, law, or health care degrees, do better in the job market than those who have English or philosophy degrees. Further, it is why "blue collar" workers who are highly skilled generally do just as well, if not better than, college graduates. We believe that the elitism of believing that the only path to success is through a college degree needs to end. This is why CICA will be a career technical education (CTE) focused school, which will work to ensure that all graduates have the knowledge and skills in a specific career pathway, such that they are sufficiently competent to gain employment upon graduation, and also to be prepared to enter a community college or postsecondary vocational school, if they so choose.

This is clearly in line with the eight (8) state priorities, as the mission statement for the Common Core State Standards states: "The standards are designed to be robust and relevant to the real world, reflecting the knowledge and skills that our young people need for success in college and careers." CICA believes that there is no better way to teach to the standards and accomplish this goal of preparing students for success in their real-world careers than through teaching the standards in line with career technical education (CTE).

We believe that it is critical to link academic topics to experiences that are relevant to students. This can clearly be seen in a study of high school dropouts which showed that 81 percent of dropouts said there should be more opportunities for real-world learning. This study also gave evidence that many dropouts want more experiential learning and want to see a connection between school and getting a good job (Bridgeland, DiIulio, Jr., & Morison, 2006).

As an example of how we will accomplish this, one of the industry sectors that our school will focus on is that of transportation, initially including truck and bus driving, and later having have both a Diesel Mechanic and Auto Body Repair program. In these career pathways, we plan to offer a course in the Algebra and Physics of Transportation, in which students will learn to apply the Common Core High School Algebra Standards through learning the Physics of how Vehicles work, aligned with the California Science Standards. Similar integrated academic courses will exist with English Language Arts, where Common Core emphasizes reading and writing technical documents.

Other industry sectors that CICA plans to provide career pathways within include transportation (Truck & Bus Driving, Diesel Mechanic, Auto Body Repair), building and construction trades (HVAC/R, Metal Fabrication, and other construction trades), education (Vocational Parent Education Program), information and communication technologies (Office Technician), and marketing, sales, and services (Entrepreneurship).
In addition to integrated academics that are career focused, we plan on using curriculum developed by Five Keys Adult Charter School that helps relate academic topics to the lives of our students. For example, in our U.S. History course we will have a component of "Forced and Voluntary Migration in the U.S.," in which students can understand the history of African American migration to and through the United States. Another example includes English and Civics curriculum which focuses on Restorative Justice, to help ex-offenders and family members of ex-offenders understand the importance of attempting to make up to society for the deeds that have been done.

For some of our students who are immigrants, they may already have gained sufficient job skills and experience previous to immigrating to the United States, but lack the necessary level of English to obtain employment. Many of these students will have completed part of their education from their homeland, and CICA will use well-established methods to translate and evaluate their prior learning to grant credit.

CICA will offer some traditional academic content where it is appropriate. For this content, we will often utilize open resources like Khan Academy, which is aligned to Common Core and other standards. Their freely available videos and practice problems have been praised by Bill Gates and others, and allow students to learn at their own pace, with both classroom work, and homework.

Delivery of Content

There are several factors that CICA instructors will take into account for learning to best occur with their students. First and foremost, the method of instruction must correspond with the content that must be learned. For example, psychomotor skills such truck driving or typing cannot be learned by only reading a book and taking tests. Learning these skills will require practice, making small mistakes, and learning from mistakes. Doing this continual practice requires motivation, but the desire for a job to support their families, is a strong motivator for many adults.

For cognitive learning, motivation is equally important. There are multiple methods of motivating students, and CICA instructors will strive to make the material interesting to students. Further, studies show that without sufficient prior knowledge, students have gaps in their learning that prevent them from gaining new knowledge. CICA will use the CASAS assessment along with other assessment tools for new students, to determine which areas the student needs the most help with. Students often need to be able to review a topic and tackle it from different angles in order to comprehend an idea. Further, just as with psychomotor skills, practice makes permanent.

For affective learning, such as acting in an ethical manner or having a good work ethic, different students can be reached in different ways. For instance, most students can have a sense of empathy for others, and by role playing situations, they can start to understand the feelings of others and gain these values in an innate manner. However, psychologists have demonstrated that there are students who will be on the autism spectrum or have another psychological disorder and they may not have a natural sense of empathy. For these types of students, emphasizing human rights and the logic of ethics may be more effective.

After the specific type of learning is considered, instructors with CICA will assist students in learning best through considering individual differences between students. By having courses set in a more flexible and differentiated manner, students will be able to generally focus on the areas they have the most challenges in, and instructors will use multiple strategies to assist students in understanding a topic, with additional practice assignments for students to help them retain their knowledge. This also allows for the teachers to build a solid relationship with the students.

Since careers, by definition, require students to apply what they have learned, much of the education of CICA will exist at the higher levels of Bloom's Taxonomy, including analysis, synthesis, and evaluation of options. Project-based learning, simulations, and workplace learning will all be used for students to gain the skills necessary to succeed on the job and learn to apply the academic knowledge gained. For example, since some of the very large trucking companies have high turnover, and do not compensate newer drivers at a high wage, we have concluded that as part of Truck Driving, students will create a business plan to be an "owner-operator" of their own truck, including determining the cost of purchasing a truck (and interest for the loan), determining the fuel cost for hauling loads, and determining the regulations, taxes and fees they would be required to pay, in order to determine what their profit level and thereby their equivalent hourly wage would be.

CICA course structures will generally either be more set-paced or more self-paced in nature. Instructors with CICA recognize that there is a need for all students to be able to learn at an appropriate pace, such that they have sufficient time and differentiation of instruction to truly learn something before going on to a new topic, but that there is also value in students being pushed towards accomplishment and having sufficiently high expectations for students to achieve. Instructors are also cognizant of workplace expectations and ensuring students can work at a pace that would be acceptable in the workplace.

Individualized Learning Labs

It is CICA's preference to have courses structured as self-paced individualized learning labs, such that students may work mostly at their own pace, within certain time guidelines, set cooperatively by the instructor and student.

This course structure will commonly be used for core subjects; Individualized High School Learning Labs will be taught by appropriately credentialed teachers who hold an appropriate California Teaching Credentials, such as an Adult Education Credential in Elementary and Secondary Basic Skills. In these Individualized Learning Labs, students will be in a classroom setting, and work individually on coursework, from a textbook or Internet resource, such as the KhanAcademy. The classes

will follow a "flipped" model, and the teacher will act more "in a flip" model as the "guide by the side," helping to answer questions, give guidance on particular topics, and evaluate student work. Some CTE courses and applied academic courses will also be structured in a similar fashion.

Set-Paced Courses

In some cases, there are benefits of the entire class following the same basic curriculum at the same time. This is often the case in CTE programs where group work may be common and where it may not be practical for an instructor to supervise multiple activities simultaneously (especially if there are safety hazards such as soldering, etc. that require close supervision).

Mixed-Paced Courses

Many of the applied academic courses and some CTE courses may take a mixed approach where students partly work in an individualized manner at their own pace, and also attend lectures by the instructor and participate in other set-paced projects.

Workplace Learning

According to a 2012 nationwide study of employers, conducted in part by The Chronicle of Higher Education, "An internship is the single most important credential for recent college graduates to have on their resume in their job search among all industry segments" (Reid, 2012). As such, California Innovative Career Academy will work to include Workplace Learning (internship) opportunities every career technical program that it conducts.

All Workplace Learning activities will be evaluated for their safety, qualified supervision, and learning opportunities. To comply with the Federal Fair Labor Standards Act, all Workplace Learning courses and activities for "for profit" businesses will meet the following six criteria:

- The workplace learning, even though it includes actual operation of the facilities of the employer, will be similar to training which could be simulated in a classroom-based course.
- The workplace learning experience is for the benefit of the student, and will enable the student to accomplish meaningful learning objectives. [Title 5 § 10072]
- The student will not displace regular employees, but works under close supervision of existing staff.
- The cost/benefit ratio to the employer will be neutral. This means that the cost of providing educational opportunity to students and the opportunity cost of the lower performance that a student has compared to an experienced employee will be equal or slightly greater than the economic benefit of the student help. Thus, the employer that provides the training derives no immediate advantage from the activities of the student; and on occasion its operations may actually be impeded.
- The student is not necessarily entitled to a job at the conclusion of the workplace learning.
- The employer and the student understand that the student is not entitled to wages for the time spent in the workplace learning

Unpaid Workplace Learning in the public sector and for non-profit charitable organizations, where the student volunteers without expectation of compensation, is generally permissible without needing to meet all six of the above criteria.

During the course of the pupil's enrollment in a Workplace Learning course, the student will receive a minimum of one hour per week of classroom instruction or counseling by the Coordinating Instructor, which may be offered in sessions scheduled intermittently throughout the course [EDC § 51760.3].

All Workplace Learning courses will have a formal training agreement with each employer involved. The written agreement shall identify the responsibilities of the student, employer, and parent and CICA shall outline the objectives that the student is to accomplish at the training site.

The Training Agreement will either include the purchase liability insurance for pupils enrolled in programs of study involving work experience, which may include work-based learning, or vocational education at locations off school grounds approved by the governing board, or require pupils to purchase insurance and to pass on all or a portion of the costs to CICA [EDC § 51760].

Each Workplace Learning activity will have a written instructional plan for students specifying the particular objectives, experiences, competencies, and evaluations that are required [COE 2-C-14].

This instructional plan will designate the on-site employer representative responsible for guiding and overseeing the students' learning experiences and participating in the students' written evaluations
[COE 2-C-15].

A Student's Instructional Plan will include [EDC § 51760.1]:

- Emphasis on learning in the workplace.
- Appropriate sequencing of experiences based upon the student's needs.
- Explicit aim to supplement, or systematically reinforce, classroom instruction in technical courses, academic courses, or both.
- Systematic attention to the development of 21st century skills, such as communication, problem solving, teamwork, project planning, and critical thinking.
- Built-in regular assessment and feedback.
- Appropriate involvement of students in choosing and structuring the experience.
- Clear and measurable learning outcomes.

Evaluation of Student Learning

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

1. To assist student learning as a diagnostics tool by determining which specific content areas a student has not mastered so they can improve their learning in that specific area.
2. To use aggregated measurements of student learning as part of the measurement of how the school as a whole is performing. (See Measuring Pupil Outcomes)
3. To determine if a student has met or exceeded the necessary level of competency such that they should gain formal recognition, such as a diploma, licensure, certification, etc.

Student learning will be individually evaluated through both professional judgment (grading) and standardized assessment. Students will be primarily graded based upon assessments related to their desired outcome. For courses that contain traditional academic curriculum, exams will be used. CTE courses will generally use authentic assessment methods, utilizing rubrics to determine the student's competence compared to the needs of industry.
Student learning will also be evaluated through standardized assessments, including regular CASAS testing that will help determine the students' gains in learning. CICA will apply for the The Dashboard Alternative School Status (DASS) which, if accepted, would allow CICA to solely use the CASAS to assess student learning. If CICA is not accepted for DASS, it will conduct appropriate California standardized testing (California Assessment of Student Performance and Progress).

Feedback to Students and Growth in Student Learning

CICA will have a philosophy of Mastery Learning, such that in courses that are more self-paced, students will receive qualitative feedback and will have the opportunity to improve based upon this feedback so that their learning can grow. In courses that are more set-paced, students will have the opportunity to redo specific assignments that the teacher allows and will have the opportunity to retake the course if they are not satisfied with their level of achievement.

Students Transferring to Another School or College

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

-- California Education Code Section 47605 (c) (5) (A) (iii)

Any information given to students will include information about WASC accreditation (when obtained). As CICA is not a college prep charter school, it will inform students that as a graduate they may enroll in a community college, or other college that does not require "A to G."

Plans for Specific Populations

Plan for Students Who Are Academically Low Achieving

It is recognized that most of CICA students will not have succeeded in high school. This does not necessarily mean that they are academically low achieving, but statistically many will likely fit into this category. By having individualized learning labs, students can complete required work in more of a self-paced fashion, allowing them additional time to master a subject before proceeding. Further, courses that are more set-paced will be designed to incorporate multiple modalities of learning to assist all students to success, including those who may be academically low achieving in a traditional school setting.

Plan for Students Who Are Academically High Achieving

Individualized learning labs will allow students who are academically high achieving to learn in an accelerated manner, so that they can complete their diploma quicker.

Plan for English Learners

CICA will offer courses in English as a Second Language (ESL) at various levels, to serve English Learners (EL). Further, as many of these students will be immigrants, CICA plans to offer an integrated citizenship program, which will give civics and U.S. history credit.

Plan for Special Education

CICA will make all necessary arrangements to serve students with disabilities, including providing appropriate accommodations, having appropriately credentialed instructors (such as those who hold a credential for adults with disabilities) and follow all other requirements of California Education Code. For those students in which an Individualized Education Plan is legally mandated, CICA will follow the plan, providing services as necessary. Given the flexibility of curriculum and instruction, most IEP goals and objectives are met within the general education course of study. All special education students enrolled in CICA will receive a personalized learning plan that directs their academic course to achieve their goals for the year.

The 5 Stages of School

In order for students to succeed in any school, there are five fairly distinct stages that a student goes through. First, they must become aware of the school, which the A to Z Model refers to as "Inviting Students to Join the School." They next

must join, including going through registration and any assessments for placement. Next the student must be persistent with completing their studies, which the A to Z Model refers to as "Keeping Students." At the end, the students will leave the school, preferably through graduation. Last, the students will use what they have learned after graduation, and the school is responsible for measuring the pupil outcomes.

Elements 2 & 3: Measuring Pupil Outcomes

***Governing Law*: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, by the charter school.**

-- California Education Code Section 47605 (c) (5) (B)

***Governing Law*: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.**

-- California Education Code Section 47605 (c) (5) (C)

Determining Academic Standing (Grade Level)

Upon admission to CICA, a student's grade level will be determined based upon transcripts of their past coursework, their assessment from the CASAS test, and their age. Students who are at a high school level (9th through 12th grade) based upon credits and assessment will be assigned to their grade level based upon age. Students who are at a primary school level (8th grade or below) based upon a lack of credits or low assessment scores, will be assigned to a grade level based primarily upon assessment.

Assessments

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

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

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

4. To determine if the student is underperforming in relation to their peer group and evaluate if intervention supports are required.

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

CICA will develop a Local Control Accountability Plan (LCAP) in accordance with the template adopted by the state board. Previous to adoption of a state board template, CICA will follow the basic methods used for the school accountability report card. The Local Control Accountability Plan will include pupil outcomes based upon state priorities, which apply to the nature of the program we will operate, as defined in California Education Code Section 52060(d), as well as local priorities defined by the school itself. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting.

Given the learning curve of any startup organization, the initial annual goals in this petition aim to meet the current standards set by authorizing District. Thus the initial annual goals were derived from the baseline of current rates of Twin Rivers Unified School District's K-12 schools, and Twin Rivers Adult School (TRAS), as appropriate (Walker, 2013b). CICA will measure each applicable goal for each California recognized subgroup, including: ethnic subgroups, socioeconomically disadvantaged pupils, English learners, students with disabilities, and foster youth. We have also defined the ultimate goal we wish to reach, which we will strive to have all subgroups reach equally. As we meet the annual goals, we will raise our standards toward these ultimate goals.

Element 4: Organizational System and Governance Structures

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.

-- California Education Code Section 47605 (c) (5) (D)

Highlands Community Charter and Technical Schools Nonprofit Corporation

California Innovative Career Academy(CICA) will be operated under the Highlands Community Charter and Technical School (HCCTS) public benefit corporation. CICA will operate autonomously 501(c)3, although in close harmony with Twin Rivers Unified School District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between CICA and Twin Rivers Unified School District. Pursuant to California Education Code Section 47604(d), Twin Rivers Unified School District shall not be liable for the debts and obligations of CICA, which is operated by a California public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by CICA as long as Twin Rivers Unified School District has complied with all oversight responsibilities required by law. The CICA board will comply with the Brown Act, Education Code Section 47604.1(c), and all other necessary laws.

Board of Directors

CICA will be governed by a corporate Board of Directors ("Board" or "Board of Directors") in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. The Board consists of at least 5 directors, with a maximum of 11 directors. All directors are designated by the existing Board of Directors. Board members serve a term of 3 years. CICA has adopted a conflicts code which complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school specific conflicts of interest regulations (see Appendix D – Board Bylaws). As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval.

The Board meets on a regular basis (e.g., monthly during the school year and as appropriate at other times). The responsibilities of the CICA Board as further outlined in the bylaws include but are not limited to:

- Uphold the Vision of the School.
- Oversee the implementation of the School's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the School and staff
- Ensure compliance with applicable laws such as Government Code 1090, et seq., Political Reform Act, the Public Records Act and the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety and risk-related matters.
- Receive and review monthly financial reports and the yearly financial audit.
- Work with chief administrator to set goals.
- Enact policies to support the successful operation of CICA.
- Attend ethics training (Govt. Code 53234-53235.1)
- Attend fiscal training (EC 35220-35223)

The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Corporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the School any of those duties. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

In accordance with Education Code Section 47604(c), Twin Rivers Unified School District may appoint a representative to sit on the Board of Directors. If Twin Rivers Unified School District chooses to do so, CICA may appoint an additional member to ensure that the Board is maintained with an odd number of Directors.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Element 5: Qualifications of Employment

Employees

CICA recognizes that to have an excellent school, that you must have excellent employees. CICA will draw upon the pool of excellent adult education teachers who were previously laid off from Twin Rivers Adult Education. Proposed salaries and benefits for administrators, certificated faculty, and classified staff have all been modeled after the Twin Rivers' salary scales and employee contracts.

Employee Qualifications

Governing Law: The qualifications to be met by individuals to be employed by the charter school.

-- California Education Code Section 47605 (c) (5) (E)

Employee Overview

All employees of CICA will be committed to developing the social, civic, character, and academic potential of each student. All staff members will possess experience and expertise appropriate for their position according to the CICA adopted personnel policies, and federal and state statutes applicable to charter schools. Selection and appointment of employees at CICA will be the exclusive prerogative of CICA.

CICA will not discriminate against any applicant on the basis of his/her race, creed, color, national origin, age, gender, gender expression, gender identity, disability, or any other basis prohibited by Education Code Section 220. CICA shall comply with all applicable laws regarding criminal background checks, including Education Code Sections 45125.1 and 44237.

Executive Team

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

Executive Director

Our *Executive Director* assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of CICA and for the performance appraisal of the staff. It is the responsibility of our Executive Director to oversee the school facilities, selection and employment of CICA personnel, evaluation, promotion, termination or discipline of CICA personnel, and the preparation and submittal of reports as directed by the Board, to include regular goals and forecasts as directed. The CICA Executive Director manages the day-to-day operations of CICA by preparing and submitting required budgets and reports as required by a charter school. Our Executive Director develops partnerships for providing educational services by CICA, interacts with CICA accountants and attorneys, and performs other duties lawfully assigned by action of the Board. Our CICA Executive Director must minimally possess a bachelor's degree or any experience directly related to the field of work equivalent to a (4) four year degree and program administration and planning experience, preferably with experience in management as an executive officer. The Executive Director shall receive ethics training in accordance with SB 827 (2025).

Director of Independent Study

The *Director of Independent Study* is responsible for overseeing the Independent Study instructional model, including program compliance regarding attendance, CALPADS reporting, instructional assignment and assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs and services for CICA and for the performance appraisal of the Independent Study staff. It is the responsibility of our Independent Study Director to oversee selection and employment of CICA personnel, evaluation, promotion, termination or discipline of CICA personnel, and the preparation and submittal of reports as directed by the Executive Director to include regular goals and forecasts as directed. The CICA Independent Study Director manages the day-to-day operations of CICA by preparing and submitting required budgets and reports as required by a charter school. The Director of Independent Study develops partnerships for providing educational services by CICA, works closely with the Executive Director, interacts with CICA accountants and attorneys, and performs other duties lawfully assigned by the Executive Director. Background knowledge of Independent Study and its components related to state and local measures for accountability are essential. The Director of Independent Study must have a thorough knowledge of schools SIS (Student Identification Systems, e.g. Powerschool) and its use for guiding Independent Studies as well as the ability to function independently and effectively. The CICA Independent Study Director must minimally possess a bachelor's degree or any experience directly related to the field of work equivalent to a (4) four year degree and program administration and planning experience, preferably with experience in management as an executive officer.

Independent Study Coordinator

The CICA *Independent Study Coordinator* is responsible for overseeing the Independent Study program and compliance including attendance. The IS Coordinator has the ability to coordinate the Independent Study (IS) Program. This is a classified administrative position. The CICA Independent Study Coordinator should possess a BS or BA degree from a recognized college institution, or a degree of a similar nature that is in alignment to the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability are essential. The Independent Studies Coordinator must have thorough knowledge of school SIS (Student Identification Systems, e.g. PowerSchool) and its use for guiding Independent Studies as well as the ability to function independently and effectively. In this position it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regards to communication, record keeping and staff presentations associated with Independent Studies. The CICA Coordinator can communicate

effectively and clearly both orally and in writing with a diverse staff and student population.

Office Assistant (Independent Study)

CICA will employ an Office Assistant who plans and organizes the activities of assigned sections within the established office as directed. The Office Assistant is responsible for the maintenance of records, reports, and student filing procedures and analyzes assigned projects. At a minimum, the Office Assistant must possess prior experience, training, and education with prior experience. Experience working in a school setting is preferred, as is being bilingual, preferably in one or more of the following languages: Spanish, Farsi, or Slavic dialects.

Academic Coordinator (Independent Study)

A main duty of an Academic Coordinator is to help in the development and implementation of instructional materials and curriculum programs that will meet educational standards. The Academic Coordinator will have the proper credentials and/or the California teaching certificate, permit, or other documents required for certificated assignment pursuant to Education Code Section 47605(l)(1). The Academic Coordinator will have an Administrative Credential.

Counselor (Independent Study)

CICA *Counselor* will provide counseling and guidance services to students. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. CICA Counselors refer students to other community resources, support groups and social service agencies as appropriate. At a minimum, CICA Counselors possess a Bachelor's Degree of Education or School Counseling with a 7-12th grade level certification, two (2) years of experience as a high school counselor, and a valid Pupil Personnel Services Credential with an academic school counseling emphasis.

ELD (English Language Development) Counselor

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

Teachers (Independent Study)

CICA will comply with all applicable laws in regards to employee qualifications. Teachers must hold the California teaching certificate, permit, or other document required for the teacher's certificated assignment pursuant to Education Code Section 47605(l)(1). These documents shall be maintained on file at CICA headquarters and shall be subject to periodic inspection by Twin Rivers Unified School District. Teachers shall be hired by the Board of Directors upon recommendation by the Principal.

Twin Rivers Unified School District reserves the right to review CICA hiring decisions to ensure compliance with applicable federal and State mandates.

Further, given that CICA's mission is to provide serves organize for adults, teachers may hold appropriate Adult Education or other Designated Subjects credentials (Walker, 2012a), or may hold a credential traditionally used in California high schools. Further, since "classes organized primarily for adults" is also one of the included categories of alternative curricula (Education Code Section 44865), CICA teachers must hold the California teaching certificate, permit or other document required for the teacher's certificated assignment pursuant to Education Code Section 47605(l)(1).

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

1. A bachelor's degree from a degree granting college or university,
2. A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or an appropriate Adult Education or other Designated Subjects credentials, and
3. Demonstrated subject matter competence. ,.

California Education Code 44253.3 requires all teachers with a Multiple or Single Subject Credential serving English Language Learner (ELL) students hold appropriate authorization: CLAD/CTEL/SB 395/AB 2913. While not all CICA teachers who have Multi and Single Subject credentials instruct ELL students, as a part of CICA' ongoing commitment to excellence, CICA will strives to prepare every certificated staff member to serve ELL/ELD students by properly equipping teachers with the tools and training needed to serve this growing demographic of CICA students. This commitment and opportunity for professional development is provided both to those holding CLAD certifications through their Multiple and Single Subject Credentials as well as those who are not required to possess it, such as those with CTE or Designated Subjects Credentials. Upon employment, all CICA certificated staff are offered ELD training and ongoing professional development throughout the year by working with ELD academic leaders and mentors to improve test scores, develop teaching instruction, and identify areas of strengths and weaknesses in student learning. CICA encourages all certificated staff to complete, update and maintain their ELL authorizations through ongoing education and training, both at the university level and through CICA professional development.

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

Information Technology/Data Technician

CICA IT technicians will support the technology needs for our staff and students, The IT technician will diagnose computer problems, monitor computer processing systems, install software and perform tests on computer equipment and programs. The technician may also set up computer equipment, schedule maintenance and teach staff and students to use different types of programs.

Element 6: Health and Safety Procedures

The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:
(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.
(ii) <u>For all schools,</u> the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.
(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school. Education Code Section 47605(c)(5)(F).

Health, Safety, and Emergency Preparedness Plan

Charter School shall comply with all applicable federal, state, and local requirements related to school and student health, safety, and emergency preparedness.

If Charter School occupies and/or operates in a District facility, Charter School shall comply with all District health, safety, and emergency procedures and requirements applicable to District facilities and related operations, and shall be subject to inspection by the District's Facilities Services Division, Office of Environmental Health and Safety, and other District offices in the same manner as other Twin Rivers Unified School District campuses.

Charter School shall adopt, implement, and maintain at all times a current, comprehensive, and site-specific Health, Safety, and Emergency Preparedness Plan ("Plan"), which must include but is not limited to provisions for building and site emergency evacuation as well as the acquisition and maintenance of adequate onsite emergency supplies. The Plan must include Charter School's requirements and procedures for protecting student health and safety during off-campus school-sponsored activities, including but not limited to field trips and transportation. Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.

Charter School shall provide all employees and other persons working on behalf of Charter School who are mandated reporters with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements Education Code Section 44691.

The Charter School shall adhere to Education Code Section 49423 regarding administration of medication of school. The Charter School shall adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include the location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Charter School shall comply with the requirements of Education Code section 49475, with respect to any athletic program (as defined in Education Code § 49475) offered by or on behalf of Charter School, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an opioid factsheet for patients.

Charter School shall periodically review, update and/or modify as necessary, its Health, Safety, and Emergency Preparedness Plan, and keep it readily available for on-site use. Charter School shall provide a copy of the Health, Safety, and Emergency Preparedness Plan for review upon CSD request.

Family Educational Rights and Privacy Act (FERPA)

Charter School, including its employees, officers, and representatives, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.

Criminal Background Clearances and Fingerprinting

Charter School shall comply with all requirements of Education Code sections 44237 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of school site services and/or any contact with students, and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except otherwise provided by law, pursuant to Education Code Section 44830.1 and 45122.1. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records. Charter School, including its administrators and officers, shall comply with the requirements of Education Code section 44030.5.

Immunizations and Health Screening Requirements

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code section 49406. Charter School shall maintain TB clearance records and certificates on file.

Charter School shall comply with all federal and state legal requirements, including but not limited to the requirements of Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075 related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis (Education Code Section 49450 *et seq.*), to the same extent as would be required if the students were attending a non- charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Custodian of Records

CICA designates the Executive Director to serve as the school's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.

Promoting Student Health and Wellness

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

Health, Wellness, and Nutrition

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

Social and Emotional Support and Guidance

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

Academic, College, and Career Counseling

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

Community Partners, Resources, and Referrals

We partner with a variety of community agencies to assist us in meeting our students' and families' varying needs from housing, financial, legal, and immigration services to medical and dental clinics. Our partners include International Rescue

Committee (IRC), Asian Resources, Inc (ARI), Lao Family Community Development, Inc. Greater Sacramento Urban League, and La Familia Counseling Center, Inc., to name a few.

Background Checks

CICA certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to employment. The multi-state search should ensure all convictions are reported. Furthermore, CICA shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The CICA Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the charter school network, except with respect to reports relative to her or himself, in which case a confirmed member of the Governing Board or appointed confidential designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.

Mandated Child Abuse Reporting

In accordance with Education Code Section 44691 all CICA employees are mandated child abuse reporters and will follow all applicable reporting laws. CICA provides all employees, and other persons working on behalf of CICA who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year.

Tuberculosis (TB) Testing

CICA shall adhere to existing state laws regarding tuberculosis testing of employees, in accordance with Education Code Section 49406. CICA requires tuberculosis testing of all employees working in direct contact with students. California Innovative Career Academy certifies that applicable health record information has been obtained for all relevant employees and volunteers prior to initial employment.

Immunizations

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

CPR/First Aid Training

All designated employees are CPR and First Aid trained.

Blood borne Pathogens

California Innovative Career Academy will adhere to state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. CICA will establish a written infection control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV). This plan includes the training of staff and will be included in the Charter School's comprehensive safety plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.

Drug Free/Alcohol Free/Smoke Free Environment

CICA maintains a drug, alcohol, and smoke-free environment (workplace and campus).

Integrated Complaint and Investigation Procedure

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

Prevention of Human Trafficking

In accordance with Education Code section 49381, the Charter School shall provide accessible information on human trafficking prevention resources for our adult learners, as well as parents and guardians of students in grades 6-12 in accordance with EC 49381.

Menstrual Products

The Charter School shall stock the Charter School's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms

In accordance with Education Code Section 35292.5, on or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

School Meals

The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

California Healthy Youth Act

The Charter School shall teach sexual health education and human immunodeficiency virus prevention education to students in grades 712, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Mental Health Education

If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*

Mental Health Information

The Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of the students enrolled at the schoolsite. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Workplace Violence Prevention Plan

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

School Safety Plan

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

a. child abuse reporting procedures
b. routine and emergency disaster procedures
c. policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
d. procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
e. a discrimination and harassment policy consistent with Education Code Section 200
f. provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
g. procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
h. a safe and orderly environment conductive to learning
i. the rules and procedures on Charter School discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
j. procedures for conducting tactical responses to criminal incidents
k. procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
l. procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a schoolbus serving the school
m. procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
n. a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose
o. Each comprehensive school safety plan shall contain procedures to notify pupils, parents and guardians of pupils, teachers, administrators, and school personnel when the school confirms the presence of immigration enforcement at any schoolsite. If a previously adopted school safety plan does not contain this information it shall be included at the next review, but no later than March 1, 2026.

Emergency Preparedness

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

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

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures

to the principal and, if there is merit to the concern, the principal shall direct the School Safety Plan to be modified accordingly.

Discrimination and Harassment Policies and Procedures

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

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety

California Innovative Career Academy complies with Education Code 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. CICA adheres to laws specific to charter schools on the local and state level regarding facilities. CICA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required as required under Education Code Section 32001. If CICA is not operating under the safety plan of the facility where it is housed, it will implement its own school safety and disaster preparedness plan.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

Supporting LGBTQ Students

Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory

reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

The Charter School shall comply with requirements of Education Code section 49392 to annually provide information about the safe storage of fire arms. Annually at the beginning of the first semester, the Charter School shall distribute a notice to each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Transportation Services

The Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services to students.

Extreme Weather Policy

In accordance with Education Code section 33355, on or before July 1, 2026, the Charter School shall develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

SB 98, SB 495, SB 848, AB 727, AB 962, AB 772 Compliance

The Charter School safety plan and other policies of the Charter School shall comply with SB 98 (2025), SB 495 (2025), SB 848 (2025), AB 727 (2025), AB 962 (2025), and AB 772.

Element 7: Means to Achieve Student Population Balance

Governing Law: ***The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5 that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.***

--California Ed. Code § 47605(c)(5)(G)

Student Population Balance

California Innovative Career Academy strives, through recruitment and admissions practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that is reflective of the general population residing within the territorial jurisdiction of the District. CICA will include an open enrollment policy. Students are considered for admission to the school regardless of ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation or any of the characteristics listed in Education Code Section 220, including immigration status.

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

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

Externally, CICA addresses retention and attrition through the development of school-based student engagement systems

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

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

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

Element 8: Admission Policies and Procedures

***Governing Law*: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e)..**

-- California Education code Section 47605 (c) (5) (H)

California Innovative Career Academy (CICA) shall admit all students it is legally allowed to serve that do not possess a high school diploma who meet the exclusive WIOA agreement requirement of being age 22 or older, and who submit a timely application; unless CICA receives a greater number of applications than there are spaces for students, in which case attendance shall be determined by a public random drawing, with any preference given being consistent with state and federal laws.

All admissions shall be done in a non-sectarian manner. CICA shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics) [Ref. Education Code § 47605(e)(1)]. CICA shall comply with all laws establishing minimum and maximum age for public school attendance in charter schools.

No test or assessment shall be administered to students prior to acceptance and enrollment into the school, although assessments may be used in conjunction with other factors to appropriately determine which grade level a student will be enrolled in.

Student Recruitment

Recruiting Students with Low Academic Performance, Socioeconomic Disadvantages and Disabilities

Our recruitment efforts reflect our objective nature as a charter school and in no way favor or bias any demographic. When students with Individualized Education Plans (IEPs) enroll, it is the school's policy to collect any and all information

pertaining to the student's IEP and to assess whether the IEP is transferable to a 504 plan. CICA is committed to serving academically low-achieving and socioeconomically disadvantaged students to offer them a seamless path to success in employment, higher education, and life. CICA serves a community where a predominant number of students in our target population qualify for free or reduced-price meals according to federal guidelines. We are dedicated to making sure that all community members are equally aware of the alternative we are providing to students within the communities we intend to serve.

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

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

Lottery Preferences and Procedures

Identification and Rationale of Admission Preferences

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

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

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a waitlist according to their draw in the lottery. This waitlist will allow students the option of enrollment if an opening occurs during the current school year at their grade level. In no circumstance will the waitlist carry over to the following school year.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

Communicating to All Interested Parties

Applications are available digitally online on the California Innovative Career Academy website and hard copies are available at all CICA sites. Our school advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and fliers.

Ensuring Fair Execution of Lottery Procedures

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

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

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

Lottery Time and Location

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

Waiting List Priorities

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

Notifying Students of a Seat Offering

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

Documenting the Fair Execution of Lottery and Waitlist Procedures

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

Education Exclusively in Partnership with WIOA

Per Education Code §§ 47612.1 and 47605.1 (f), CICA shall provide instruction exclusively in partnership with the Workforce Innovation and Opportunity Act of 2014 through its partnership agreement with the Greater Sacramento Urban League (GSUL) or other WIOA organization. As such it may only legally serve students who are receiving WIOA

funded services, and do so under the terms of a Partnership Agreement.

Not Possessing a U.S. High School Diploma

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

Application Period & Public Random Drawing

Applications will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing to determine enrollment for the impacted grade level, with the exception of existing students who are guaranteed enrollment in the following school year. Returning students must affirm their intent to return.

The following enrollment preferences and affirmative action preferences in the case of a public random drawing shall be as follows:

1. All students currently enrolled in CICA
2. Non-youth residents of Twin Rivers Unified School District; as defined by WIOA as those 22 years of age or older
3. All other residents of Twin Rivers Unified School District
4. All other applicants

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a waiting list according to their draw in the lottery. This waiting list will allow students the option of enrollment if an opening occurs during the current school year at their grade level. In no circumstance will the waiting list carry over to the following school year.

Admission Process

The CICA admission process is comprised of the following:

- Completion of a student registration form Enrollment packets for students who are admitted will also gather the following:
- Proof of Immunization
- Proof of Withdrawal from Previous School (such as transcripts)
- Proof of Not Having a U.S. High School Diploma
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements, e.g., birth certificate or driver's license
- Release of records[1]
- Any forms required by the Greater Sacramento Urban League or other WIOA partner

Following the open enrollment period, applications shall be counted to determine whether any grade level has received more applications than availability.

In the event that this happens, CICA will hold a public random drawing to determine enrollment with the exception of existing students who are guaranteed enrollment in the following school year.

[1] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

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

CICA and *Twin Rivers Unified School District* mutually agree that the preferences in the public random drawing as listed above are consistent with Education Code Section 47605(e)(2) and applicable federal law and non-regulatory guidance; however, should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program (PCSGP), such modifications may be made at CICA's discretion without any need to materially revise the charter as long as such modifications are consistent with the law and written notice is provided by CICA to Twin Rivers Unified School District.

Element 9: Financial Audit, Quality Assurance and Improvement

Accreditation

CICA will apply for WASC ACS accreditation, produce a self-study report, and host a visiting committee as soon as it is possible to do so.

Annual Audits & Other Reporting

Governing Law: ***The manner in which an annual, independent, financial audit shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.***

-- California Education Code Section 47605 (c) (5) (I)

Financial Audit

An annual independent financial audit of the books and records of CICA will be conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of CICA will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit will verify the accuracy of the School's financial statements, attendance and enrollment accounting practices, and review the School's internal controls. The audit will be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

The CICA Board of Directors will form an audit committee each fiscal year to oversee selection of an independent auditor and the completion of an annual audit of the School's financial affairs. The auditor will have, at a minimum, a CPA license and experience with school and educational accounting requirements and practices, and be on the State Controller's published list as an approved educational audit provider. CICA shall be solely responsible for all costs associated with auditing services.

It is anticipated that the annual audit will be completed within six months of the close of the fiscal year. The annual audit will be completed and forwarded to the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Board of Directors will receive and review the audit each year. The CICA audit committee will review any audit exceptions or deficiencies and report to the School's Board of Directors with recommendations on how to resolve them. The Board of Directors will submit a report to Twin Rivers Unified School District regarding how the exceptions and deficiencies have been, or will be, resolved to the satisfaction of Twin Rivers Unified School District. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter agreement.

Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of CICA is public record to be provided to the public upon request.

Program Audit

CICA will compile and provide to Twin Rivers Unified School District an annual performance report. This report will, at a minimum, include the following data:

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

Budgets and Financial Reporting

***Governing Law*: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation.**

--California Education Code Section 47605(h).

Attached, as *Appendix A*, please find the following documents:

- Financial projections for the first five years of operation

These documents are based upon the best data available to the petitioners at this time.
CICA shall provide reports to Twin Rivers Unified School District as follows as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by Twin Rivers Unified School District:

1. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(h) will satisfy this requirement.

2. By July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of CICA's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to CICA shall include an annual statement of all CICA's receipts and expenditures for the preceding fiscal year.

For reports 1-3 above, CICA shall also provide with each financial report supporting and/or back up information including but not limited to: Multi-Year Projections for current and two subsequent years; Assumptions used for two subsequent years; Explanation for major variances by category between reporting periods; Enrollment projection; ADA P2 projection by grade level; COLA & Deficit percentage; Calculation used for determining general purpose funding; List of statutory benefit rates; List of H&W rates and number of participants; and Number of FTEs for certificated and classified employees for each year.

District Reports

Twin Rivers Unified School District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other state or federal agency by a local educational agency on behalf of CICA and/or Twin Rivers Unified School District. CICA shall promptly provide Twin Rivers Unified School District with any information, data, or documentation necessary for Twin Rivers Unified School District to timely file such reports in accordance with law. CICA shall be solely responsible for the accuracy of all data submitted to Twin Rivers Unified School District. CICA shall be responsible for filing all other reports as may be required by law.

The CICA Board of Directors will form an audit committee each fiscal year to oversee selection of an independent auditor and the completion of an annual audit of the School's financial affairs. The audit will verify the accuracy of the School's financial statements, attendance and enrollment accounting practices, and review the School's internal controls. The audit will be conducted in accordance with generally accepted accounting principles applicable to the School. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

It is anticipated that the annual audit will be completed within six months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the chief financial officer of the California Innovative Career Academy. The California Innovative Career Academy's audit committee will review any audit exceptions or deficiencies and report to the School's Board of Directors with recommendations on how to resolve them. The Board of Directors will report to the Twin Rivers Unified School District in regarding how the exceptions and deficiencies have been, or will be, resolved. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter agreement.

Operations

CICA will have efficient and effective operations that ensure that students are served well and that taxpayer money is spent wisely.

Annual Operational Agreement

CICA and *Twin Rivers Unified School District* will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of CICA's Charter.

Operational Powers and Liabilities

CICA shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.
CICA shall have no authority to enter into a contract that would bind Twin Rivers Unified School District, or to extend the credit of Twin Rivers Unified School District to any third person or party without the express written consent of Twin Rivers Unified School District.

CICA shall clearly indicate to all vendors and other entities and individuals outside Twin Rivers Unified School District with which or with whom CICA enters into an agreement or contract for goods or services that the obligations of CICA under such an agreement or contract are solely the responsibility of CICA and are not the responsibility of Twin Rivers Unified School District.

To the extent not covered by insurance or otherwise barred by the California Tort Claims Act, CICA agrees to indemnify and hold Twin Rivers Unified School District and its officers, agents and employees harmless from all liability, claims or demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with the School's operations, or which arise from the provisions of this Charter itself, with the exception of the acts of Twin Rivers Unified School District, its officers, agents and employees in relation to any services provided by Twin Rivers Unified School District to CICA pursuant to this charter or any subsequent operational agreement.

The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided by the California Tort Claims Act.

Administrative Services

***Governing Law*: The manner in which administrative services of the charter school are to be provided.**

--California Education Code Section 47605(h).

It is anticipated that CICA will provide or procure most of its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. CICA is interested in discussing the possibility of purchasing administrative services from Twin Rivers Unified School District. If Twin Rivers Unified School District is interested, the specific terms and cost for these services will be the subject of an annual memorandum of understanding between CICA and Twin Rivers Unified School District and subject to District availability and willingness to provide such services.

Pursuant to California law, the Twin Rivers Unified School District will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. Requirements in addition to completing a career technical education program or equivalent can receive a certificate of primary education.

Element 10: Suspension and Expulsion Procedures

***Governing Law:* The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntary removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with the following:**

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a

suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.--California Education Code § 47605(c)(5)(J).

General Provisions

Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students, of the grounds for all suspension and expulsion recommendations and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.

Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, in order to conform to changes in state law.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Charter School shall be responsible for the appropriate interim placement of students during and pending the completion of Charter School's student expulsion process and shall facilitate the post-expulsion placement of expelled students.

Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g., truancy or excessive tardiness.

Element 11: Employee Benefits and Retirement

Governing Law: ***The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.***

-- California Education code Section 47605 (c) (5) (K).

Certificated, Classified, and Other Staff Members

All eligible, full time Certificated employees at California Innovative Career Academy participate in a qualified retirement plan including, but not limited to, California State Teachers Retirement System Cal(STRS) or the federal social security system based on their eligibility to participate. CICA teachers participate in STRS. Non-certificated/classified staff participate in a 401B defined contribution plan.

Employees may have access to other school-sponsored retirement plans and other benefit plans according to policies developed by the Board of Directors and adopted as CICA employee policies. In the event that the Internal Revenue Service adopts regulations barring non-profit entities from participating in the public-funded retirement plan (STRS), employees will be covered by federal social security and/or an employer-sponsored retirement plan as approved by the CICA Board of Directors. CICA will inform all applicants for positions within CICA of the retirement system options for employees of CICA and notify all applicants that accepting employment at CICA may exclude the employee from further coverage in their current retirement system. The Executive Director shall be responsible for ensuring that appropriate arrangements for retirement coverage are made. CICA will develop a mix of salaries and benefits commensurate with location and experience necessary to attract and retain well-trained teachers and staff.

Element 12: Public School Attendance Alternatives

Governing Law: ***The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.***

--California Education Code Section 47605(c)(5)(L).

Pupils of Charter School do not have or gain any right to admission in a particular school of any school district, or program of any school district, as a consequence of applying to or enrolling in Charter School, except to the extent that such a right is extended by the school district.

A pupil who chooses not to attend Charter School may attend a public school within the pupil's school district of residence in accordance with applicable law and that school district's policies and procedures. The pupil alternatively may seek to enroll in another charter school in accordance with applicable law and the terms of the school's charter. If Twin Rivers Unified School District is the pupil's school district of residence, an eligible pupil may pursue an inter-district transfer, if available, in accordance with the admission, enrollment, and transfer policies and procedures of the District, as they may change from time to time.

Element 13: Return Rights of Employees

Governing Law*: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school.*

--California Education Code Section 47605 (c) (5) (M).

No public school district employee shall be required to work at CICA. Persons employed by CICA are not considered employees of Twin Rivers Unified School District or other school district for any purpose whatsoever. Employees of Twin Rivers Unified School District or other school district who resign from employment to work at CICA and who later wish to return to Twin Rivers Unified School District or their previous district shall be treated the same as any other former employee seeking reemployment in accordance with agency policy, applicable law, and applicable bargaining agreements. CICA shall not have any authority to confer any rights to return on Twin Rivers Unified School District or other school district employees.

Employee Representation

Governing Law*: A declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.*

--California Education Code Section 47605 (c) (6).

CICA shall be deemed the exclusive public school employer of the employees of CICA for the purposes of the Education Employment Relations Act ("EERA"). CICA shall comply with the EERA.

CICA is independent from Twin Rivers Unified School District and any District employees who choose to work at CICA shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights

and benefits thereof. All persons employed by CICA shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. CICA employees shall have no employment rights of any kind with Twin Rivers Unified School District.

CICA will develop and maintain an Employee Handbook detailing the rights and responsibilities of all CICA employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, CICA shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. CICA shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. CICA shall be solely responsible for the hiring and compensation of CICA employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any CICA teacher or employee.

***Governing Law*: Except for the requirement that a pupil be a California resident, subdivision (b) of Section 47612 shall not apply to a charter school program that provides instruction exclusively in partnership with any of the following:**

(a) The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101, et seq.).

(b) Federally affiliated Youth Build programs.

(c) Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.

(d) The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14406 or 14507.5 of the Public Resources Code.

-- California Education Code Section 47612.1.

***Governing Law*: Notwithstanding any other provision of law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:**

(1) The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.).

(2) Federally affiliated Youth Build programs.

(3) Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.

(4) The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.

(5) Instruction provided to juvenile court school pupils pursuant to subdivision (b) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.

-- California Education Code Section 47605.1 (f).

CICA will provide all instruction exclusively in partnership with the Greater Sacramento Urban League (GSUL). Per Education Code, all education provided by CICA to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in CICA. The Partnership Agreement between CICA and GSUL will detail the terms required for clients of GSUL to join CICA.

Element 14: Dispute Resolution Procedures

***Governing Law*: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.**

-- California Education Code Section 47605 (c) (5) (N).

Disputes Arising from within CICA

It is the intent of Twin Rivers Unified School District and CICA that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible. If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.

Complaints regarding the operation of CICA which do not involve Twin Rivers Unified School District liability or issues of student health or safety will be forwarded to CICA for processing according to procedures adopted by CICA, prior to being addressed by Twin Rivers Unified School District. CICA procedures shall include reasonably expeditious time lines and a full opportunity for parents/guardians of any students who are minors directly affected to express their concerns. Twin Rivers Unified School District will not address the dispute if CICA is able to fully resolve the problem unless CICA requests Twin Rivers Unified School District involvement.

Disputes between CICA and Twin Rivers Unified School District

CICA recognizes that it cannot bind *Twin Rivers Unified School District* to a dispute resolution procedure to which Twin Rivers Unified School District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. CICA is willing to consider changes to the process outline below as suggested by Twin Rivers Unified School District. CICA and Twin Rivers Unified School District will be encouraged to attempt to resolve any disputes with CICA amicably and reasonably without resorting to formal procedures.

In the event of any dispute between CICA and Twin Rivers Unified School District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute which shall be simultaneously submitted to Twin Rivers Unified School District's Superintendent or designee, and the CICA Principal. The Principal and the Superintendent or designee shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable mediator, for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law. The cost of the mediator shall be equally split between the parties.

CICA shall timely notify Twin Rivers Unified School District of any and all complaints filed against CICA by its employees, students, parents, and vendors, involving violations of the Charter, the MOU, state or federal law, or alleged financial mismanagement.

Revocation Protocol

CICA and Twin Rivers Unified School District agree that the dispute resolution procedure set forth above shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, Twin Rivers Unified School District shall provide CICA with written notice of its belief and an opportunity to meet with and respond to Twin Rivers Unified School District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless Twin Rivers Unified School District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code section 47607(g) and its implementing regulations. Thereafter, if Twin Rivers Unified School District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code section 47607.

Potential Civil Liability Effects

***Governing Law*: Potential civil liability effects, if any, upon the charter school and upon the school district.**

-- California Education Code Section 47605(h).

CICA shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of CICA or for claims arising from the performance of acts, errors or omissions by CICA if the authority has complied with all oversight responsibilities required by law. CICA shall work diligently to assist Twin Rivers Unified School District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure CICA shall not be liable for the operation of CICA.

Further, CICA and Twin Rivers Unified School District shall enter into a memorandum of understanding, wherein CICA shall indemnify Twin Rivers Unified School District for the actions of CICA under this charter.
The corporate bylaws of CICA shall provide for indemnification of the Twin Rivers Unified School District's Board, officers, agents, and employees, and CICA will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of Twin Rivers Unified School District and the Twin Rivers Unified School District insurance company for schools of similar size, location, and student population. Twin Rivers Unified School District shall be named an additional insured on the general liability insurance of CICA.

The CICA Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Element 15: Procedures for Closing

***Governing Law*: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.**

-- California Education Code Section 47605 (c) (5) (O).

The following procedures shall apply in the event CICA closes. The following procedures apply regardless of the reason for closure. Closure of CICA shall be documented by official action of the Board of Directors of CICA. The action shall identify the reason for closure. The CICA Board shall promptly notify Twin Rivers Unified School District, within 10 business days, of the closure and the effective date of the closure. The official action shall also identify an entity responsible for closure-related activities. The entity responsible for implementing the closure procedures shall be experienced in dissolution and closure of public educational programs and shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records and payment of debts and liabilities and distribution of remaining assets. The CICA Board of Directors shall also notify the County Office of Education, the Schools' SELPA, the retirement systems in which the School's employees participate (i.e., Public Employees Retirement System, State Teachers Retirement System, and federal social security), and the California Department of Education of the closure, as well as the effective date of the closure. This notice will also include the name(s) of and the contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which parents/guardians (in the case of a minor) may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements.

The CICA Board of Directors shall also develop a list of students in each grade level and the classes they have completed, together with information on each student's districts of residence, which the Board shall provide to the entity responsible for closure-related activities. CICA Board of Directors shall ensure notification to the parents and students of the School of the closure and provide information to assist parents and students in locating suitable alternative programs. This notice shall

be provided promptly, within ten (10) business days following CICA's decision to close the School.

As applicable, CICA will provide parents, students and Twin Rivers Unified School District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. CICA will ask Twin Rivers Unified School District to store original records of CICA students. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

All state assessment results, special education records, and personnel records shall be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, CICA shall prepare final financial records. CICA shall also have an independent audit completed as soon as is reasonably practical, which period is generally no more than six months after closure. CICA shall pay for the final audit. The audit shall be prepared by a qualified Certified Public Accountant selected by CICA and shall be provided to Twin Rivers Unified School District promptly upon completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to CICA.

CICA will complete and file any annual reports required pursuant to Education Code section 47604.33.
On closure of CICA, all assets of CICA, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending CICA, after all payment of debts and liabilities and refunds to applicable agencies, shall be distributed to another charter school operating within Twin Rivers Unified School District or shall revert to Twin Rivers Unified School District. Any assets acquired from CICA will be promptly returned upon CICA closure to Twin Rivers Unified School District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, CICA shall remain solely responsible for all liabilities arising from the operation of CICA.
As CICA is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of CICA, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in the Appendix, CICA will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Occupational & Community Advisory Committees

CICA will have an occupational advisory committee composed primarily of potential employers of graduates, which will aid the school in curriculum and other relevant decision making. CICA will also have a general Community Advisory Committee to allow other community stakeholders to actively participate in the school.

Nine Facets of the School

Following the A to Z Model of Formal Education, CICA recognizes nine primary categories of components that are important for an educational institution to have to succeed, including:

- Organizational System and Structures
- Participants (Students, Teachers, Staff, other Stakeholders)
- Methods of Quality Assurance and Improvement
- Regulations, Laws, and Contracts the School Must Abide by
- Setting and Context of the School (This was included at the start of the petition)
- Technology Utilized by the School for Administrative and Educational Purposes

- Understanding and Research to Guide the School
- Physical Assets including Venues (Facilities), Vehicles, and Supplies
- Wealth in the form of Revenue and Finances
- We will utilize all these components in ways that will help optimize our ability for students to learn, and to be able to serve the most number of students who are in need.

Required Exclusive Partnership

Governing Law: ***Notwithstanding any other provision of law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:***

(1) The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 2801 et seq.).

(2) Federally affiliated Youth Build programs.

(3) Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.

(4) The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.

(5) Instruction provided to juvenile court school pupils pursuant to subdivision (b) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.

-- California Education Code Section 47605.1 (f).

CICA will provide all instruction exclusively in partnership with the Greater Sacramento Urban League (GSUL). Per Education Code, all education provided by CICA to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in CICA. The Partnership Agreement between CICA and GSUL will detail the terms required for clients of GSUL to join CICA**.**

Appendix A

The Five Year Plan

	2019-2020	2020-2021 Initial Year	2021-2022 Accreditation	2022-2023 Improve	2023-2024 Data Driven
Academic Subjects		Start Learning Lab & Applied Academic Courses	WASC Accreditation	All programs will improve internal procedures and educational methods so that Student Learning Outcomes are	Recognizing a need for data driven decisions and an inherent inability to fully predict timelines, this year will be used to "catch up" with what
Industrial Arts & Construction Programs		Start Truck & Bus Driving, and HVAC/RCOE Candidate	WASC & COE Accreditation Start new programs		

				improved school-wide	was not fully completed
ESL	Apply for WIOA Title 2 ESL Grant	Start small ESL program	Grow ESL programs WASC & COE		previously
Business & ICT		Start Entrepreneurship Program	Start Office Tech. WASC & COE		
Careers in Education	Apply for WIOA Title 2 Family Literacy Grant		Start Vocational Parent Education Program	Plan CCTC or partnership	Start new programs
Other New Programs (Medical, etc.)				Determine programs	Start new programs

Amendment of Charter

Any amendments to this charter shall be made by the mutual agreement of the governing boards of Twin Rivers Unified School District and CICA. CICA may present a petition to amend the charter at any time, and Twin Rivers Unified School District agrees to respond to such petitions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

Cooperation

Twin Rivers Unified School District agrees to cooperate with CICA in all matters related to the implementation of this charter and interactions with the California State Board of Education.

Severability

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Twin Rivers Unified School District's Board of Trustees and CICA Board of Directors.

Annual Calendar

The school will offer instruction for at least 175 days a year using independent study contracts referred to as a Master Agreement, and following all applicable independent study laws (Education Code Section 51745-51749.3, and implementing regulations). The calendar will be similar to California Innovative Career Academy with a five track attendance calendar reflecting 175 instructional days broken into the 5 tracks.

Exclusive Partnerships

One way that we will meet the needs of our students is through community partnerships. We have exclusive partnerships

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

Workforce Innovation and Opportunity Act (WIOA)

In 2014, the US Department of Labor signed the Workforce Innovation and Opportunity Act (WIOA), formerly known as the Workforce Investment Act (WIA), into law. It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs. California Innovative Career Academy will apply for a WIOA grant for the 2019-20 school year. Our plan is to use portions of the grant to fund positions such as the Reading Specialist and test proctors to assist our students in literacy and testing. The extra grant funding will allow us to fund in areas such as technology. It will provide us the opportunity to purchase laptops, laptop carts, and computers.

Responsibilities of all Employees

All employees have a responsibility to:

- take reasonable care for the health and safety of themselves and of any person who might be affected by their acts or omissions at work;
- co-operate with Administration and others in meeting statutory requirements;
- not interfere with or misuse anything provided in the interests of health, safety and welfare;
- make themselves aware of all safety rules, procedures and safe working practices applicable to their posts; where in doubt they must seek immediate clarification from Administration;
- ensure that tools and equipment are in good condition and report any defects to Administration;
- use protective clothing and safety equipment and ensure that these are kept in good condition;
- ensure that offices, general accommodation and vehicles are kept tidy;
- ensure that any accidents, whether or not an injury occurs, and potential hazards are reported to Administration.

WHENEVER AN EMPLOYEE IS AWARE OF ANY POSSIBLE DEFICIENCIES IN HEALTH AND SAFETY ARRANGEMENTS SHE/HE MUST BRING THESE TO THE ATTENTION OF ADMINISTRATION.
Please note the following:

It must be realized that newly appointed employees could be particularly vulnerable to any risk and it must be ensured that all relevant health and safety matters are brought to their attention at an early stage. Whilst it is an administrative responsibility to instruct all employees in safe working procedures in relation to their posts and workplaces, employees may from time to time find themselves in unfamiliar environments. In such cases, the employee concerned should be particularly alert for hazards and, whenever possible, ensure they are accompanied by a person familiar with the environment or that they are advised of specific hazards.
All volunteer helpers will be expected, as far as reasonably possible, to meet the same standards require of employees.
Responsibilities of Students
All students are expected, within their expertise and ability, to:

- exercise personal responsibility for the safety of themselves and their fellow students;
- observe standards of dress consistent with safety, hygiene and programmatic dress codes this would preclude unsuitable clothing and items considered dangerous;

- observe all the safety rules of the school and in particular the instructions of the teaching staff in the event of an emergency;
- use and not willfully misuse, neglect or interfere with items provided for safety purposes.

Visitors

Regular visitors and other users of the premises (e.g., contractors and delivery people) are expected, as far as reasonably possible, to observe the safety rules of the school.

Pupil Records

CICA shall at all times maintain pupil records in accordance with any pupil record system utilized by CICA, or as agreed upon by CICA (such agreement not to be unreasonably withheld) including but not limited to cumulative files, student work portfolios, immunization records, special education files, and/or attendance verification at the school site within CICA.

Notwithstanding Education Code section 47610, CICA shall voluntarily agree to comply with Education Code sections 49060 through 49079. Given that these sections do not apply to a charter school, should CICA seek an exception to these sections, it shall seek the same from CICA, and such agreement shall not be unreasonably withheld. Charter School pupil records maintained by CICA shall be made available for inspection by CICA at any time for purposes of verifying that CICA is in compliance with all state and federal laws, its Charter, and MOU, as applicable.

Impact Statement

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district.
Education Code Section: 47605(h).

Fire Prevention Equipment

Arrangements are made to regularly monitor the condition of all fire prevention equipment. This would include the regular visual inspection of fire extinguishers and the fire alarm system.

Highlands Community Charter School

2019-2020 School Calendar

July 2019

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

August 2019

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

September 2019

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

October 2019

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

November 2019

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

December 2019

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

January 2020

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

February 2020

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

March 2020

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

April 2020

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

May 2020

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

June 2020

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

Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School**

Important Dates and School Holidays

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

HCCTS Site Closure & Facility Transition Procedures

December 1, 2025 – June 1, 2026

I. Purpose and Scope

This document outlines the procedures Highlands Community Charter and Technical Schools (HCCTS) will follow to close, terminate, renegotiate, sublease, or buy out identified facilities for the 2025–2026 school year. It ensures all site transitions occur safely, legally, efficiently, and in compliance with lease agreements, TRUSD expectations and transparency, and relevant state and county requirements.

II. Legal and Policy Framework

All facility transitions comply with:

- Lease terms and property management contracts
- Facilities MOUs with Twin Rivers Unified School District
- California Education Code requirements related to charter facility use
- Federal and state rules for disposition of equipment purchased with restricted funds
- Nonprofit operational and audit standards

Legal counsel will review buyouts, renegotiations, and subleases as needed.

III. Roles and Responsibilities

Executive Leadership

- Approves facility transitions
- Oversees authorizer notifications

Director of Operations / Facilities Manager

- Leads execution of all closure steps
- Coordinates with landlords, TRUSD, and internal departments

Business Office

- Manages lease buyout negotiations
- Tracks expense abatement and reconciles closeout costs
- Oversees asset disposition, surplus, and inventory control

IT Department

- Removes and redeploys all technology
- Terminates services
- Ensures secure data management

Facilities & Custodial Teams

- Handle repairs, cleaning, and turnover preparation
- Ensure each site meets exit condition standards

IV. Site Categories & Required Actions

A. Sites Issuing 30-Day Termination Notices December 2025 (MTM = Month to month)

Address	Name	Expense Abatement	Lease Status
9880 Jackson Rd., Sacramento	Jackson Rd.	$22,818	MTM
7720 24th Street	24th Street	$22,818	6/30/2028 – 30 Day
6853 65th Street	65th St.	$8,616	MTM

715 C Street, Marysville	Marysville	$35,724	6/30/2028 – 30 Day
431 Hayes Avenue	Hayes Ave.	$13,500	MTM
2300 Edison Avenue	Edison Ave.	$53,574	MTM
730 S Street	S Street	$18,066	6/30/2028 – 30 Day
1100 Fulton Avenue	Larkspur Ln.	$15,181	MTM
1100 Las Palmas Avenue	Las Palmas Ave.	$134,649	MTM
2310 Fair Oaks Blvd. (C Suites)	Fair Oaks	$64,325	8/31/26

Required Actions:

- Issue official 30-Day Notice on or before **12/31/25**
- Conduct inventory and technology removal
- Prepare site for turnover per lease
- Complete repairs, cleaning, and documentation
- Return space to landlord in compliant condition

B. Sites Requiring Negotiated Buyout or Sublease

Address	Name	Notes	Expiration Date
2310 Fair Oaks Blvd. (D Suite)	Fair Oaks	Negotiate buyout or sublease	8/31/26
1050 Fulton Avenue	Fulton Ave.	Buyout/sublease discussions underway	6/30/26

3600 American River Dr.	American River	Buyout/sublease options; marketing Nov. 2025	12/31/26
555 Capitol Mall	Capitol Mall	Two suites subleased; third suite in process	9/30/2027
229 Clark Ave., Suites Q & V	Clark Ave.	Negotiate Sublease or Buyout and turnover preparation	9/30/2026
560 South A Street	Oxnard 2	Negotiate Sublease or Buyout and turnover preparation	12/30/2026

Required Actions:

- Engage property management beginning **December 2025**
- Evaluate financial impact of buyout vs. sublease
- Initiate marketing campaigns for eligible properties
- Finalize agreements by **Spring 2026**
- Complete all turnover and asset removal activities

C. TRUSD-Related Facilities

Address	Name	Notes	Expiration Date
1333 Grand Avenue	Grand Ave.	Building H remediation; renegotiate TRUSD usage	6/30/27

Required Actions:

- Complete remediation in collaboration with TRUSD
- Review facility usage needs

- Adjust MOU as needed
- Prepare facility for continued or modified educational use

D. Closed or Previously Vacated Sites 2025-2026

Address	Name	Status
Rosemont	Rosemont	Closed
406 9th Avenue, San Diego	9th Ave.	Closed
328 West Third Street Third Street	Third Street	Final Walk Through and turnover preparation
8211 Bruceville Rd.	Bruceville Rd.	Closed
5411 Luce Ave.	Luce Ave.	Closed
3144 Palm Street	Palm St.	Closed
1964 Rumrill Blvd	Rumrill Blvd.	Closed
10121 Westminster Ave. (Garden Grove)	Westminster Ave.	Closed
3730 Marysville Blvd	Marysville Blvd	Closed
O Street	O St.	Closed
30 Seavey Circle	Seavey Circle	Closed

Required Actions:

- Confirm asset removal and storage
- Ensure financial abatement is properly tracked

V. Facility Readiness & Turnover Protocols

Before releasing any facility, HCCTS will ensure:

A. Site Condition & Remediation

- Conduct final walkthrough with documented condition reports
- Complete patching, painting, repairs, and cleaning
- Remove all signage, branding, and fixtures
- Meet all landlord/TRUSD return-condition requirements

B. FF&E (Furniture, Fixtures & Equipment)

- Full inventory of all assets
- Categorization:
    - Redeploy
    - Store
    - Surplus/donate/sell
- Follow federal/state rules for equipment purchased with grant funds
- Update asset ledger for audit

C. Technology

- Remove all computers, printers, networking gear, and phones
- Sanitize and secure data
- Terminate internet, utilities, and telecom contracts

D. Security & Documentation

- Collect and return all keys, badges, and access cards
- Deactivate alarms and digital access
- Remove all confidential materials
- File all closeout documentation with Business Office

VI. Closure Timeline: December 1, 2025 – June 1, 2026

December 1–31, 2025

- Issue all 30-Day Notices
- Begin negotiations for buyout/sublease sites
- Begin asset inventory and technology planning
- Notify TRUSD of transitions

January 2026

- Vacate all MTM and 30-Day sites
- Complete repairs, cleaning, and turnover for closed facilities
- Redeploy/store technology and FF&E

- Finalize and file landlord acceptance documentation

February–March 2026

- Finalize negotiating buyouts/subleases
- Market eligible sites for sublease
- Complete remediation at Grand Ave.

April–May 2026

- Complete all physical turnovers and documentation
- Submit updated site lists to TRUSD and authorizers
- Reconcile all financial obligations

June 1, 2026

- All identified facility transitions fully completed
- All assets accounted for, redeployed, stored, or surplused
- All landlord and TRUSD requirements finalized

Internal Protocols for Site Closures and Vacating Facilities

- Site closure tracker

Board of Trustees

Christine Jefferson
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Member

Basim Elkarra
Member

Sharon Reichelt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

January 30, 2026

Via Email and First-Class Mail

Board of Directors
Highlands Community Charter and Technical Schools (HCCTS)
c/o Jonathan Raymond, Executive Director
1333 Grand Ave.
Sacramento, CA 95838
jonathan.raymond@hccts.org

RE: Final Decision to Revoke - California Innovative Career Academy

Dear HCCTS Board of Directors and Mr. Raymond:

The Twin Rivers Unified School District ("District") Board of Trustees ("Board") approved issuance of a Final Decision to Revoke the Charter of **California Innovative Career Academy** at its special meeting on January 30, 2026. A copy of the Board Resolution approving issuance of the Final Decision is enclosed.

Sincerely,

Steve Martinez, Ed. D
Superintendent
Twin Rivers Unified School District

Enclosure: Resolution No. 1612

McClellan Park, California

RESOLUTION NO. 1612

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
Approving Issuance of a Final Decision to Revoke the Charter of
California Innovative Career Academy**

WHEREAS, the Twin Rivers Unified School District ("District") initially approved the petition for the establishment of California Innovative Career Academy ("CICA") charter school on June 25, 2019, for a five-year term running through June 30, 2024, and per Education Code section 47607.4, CICA's Charter was automatically extended by operation of law through June 30, 2027. CICA is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS") and its Board of Directors;

WHEREAS, the District and CICA entered into a Memorandum of Understanding ("MOU") on or about February 25, 2020, to document the arrangement and agreement between the parties regarding CICA's program, operation, structure, and obligations. Subsequent amendments to the MOU extended its term through June 30, 2027, and made clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight;

WHEREAS, as the charter authorizer of CICA, the District is responsible for overseeing CICA under Education Code 47604.32. This oversight responsibility includes monitoring whether CICA is operating in compliance with the conditions, standards, or procedures set forth in its Charter and MOU, meeting or pursuing the pupil outcomes identified in its Charter, failing to meet generally accepted accounting principles, or engaging in fiscal mismanagement, and complying with the law (Education Code section 47607(f));

WHEREAS, as a result of CICA's failure to remedy several areas of concern despite its receipt of multiple information requests and notices of concern from the District, and/or its failure to implement viable remedial plans to address these concerns, and since the District concluded that grounds for revocation existed, including material violations of the conditions, standards, or procedures of its Charter and MOU, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law, the District determined that the point has been reached where it was necessary to initiate the first step in the formal revocation process with the issuance of a Notice of Violation per Education Code section 47607 and Title 5, Cal. Code of Regulations, section 11968.5.2 ("Section 11968.5.2");

WHEREAS, on June 17, 2025, the Board unanimously approved issuance of a Notice of Violation ("NOV") to CICA pursuant to Education Code section 47607 based on findings that CICA materially violated the conditions, standards, and procedures of its Charter, failed to meet generally accepted accounting principles or engaged in fiscal mismanagement, and violated the law;

WHEREAS, the NOV also provided CICA with a reasonable opportunity to respond to and/or remedy the violations by September 26, 2025, and placed CICA on notice that if the violations were not addressed, the District may pursue further steps towards revocation of the Charter;

WHEREAS, at the conclusion of the remedy period, on September 26, 2025, CICA provided its response to the NOV, however, the supporting evidence was not provided to the District until September 29, 2025;

WHEREAS, District staff evaluated the response from CICA and all documentation produced with the response, and after conducting a thorough, objective, and data-driven review, District Staff determined that CICA failed to refute to the District's satisfaction, or remedy all of the violations identified in the NOV, and that significant violations continue to exist, including material violations of the conditions, standards, or procedures of its charter, fiscal mismanagement, and violations of law;

WHEREAS, based upon the substantial evidence demonstrating CICA's failure to refute and/or remedy multiple violations identified in the NOV, District staff recommended that the Board approve issuance of the a Notice of Intent to Revoke and notice of facts in support of revocation ("Notice of Intent to Revoke") to CICA pursuant to Education Code section 47607 and Section 11968.5.2, and the Board approved issuance of a Notice of Intent to Revoke at its meeting on November 4, 2025, supported by substantial evidence presented therewith, and further scheduled a public hearing on the issue of whether substantial evidence existed to revoke the Charter;

WHEREAS, on December 2, 2025, the Board of Trustees held a public hearing in compliance with Education Code section 47607, and took testimony from CICA representatives and the public on the issue of whether substantial evidence existed to revoke CICA's Charter based on the facts and conclusions in the Notice of Intent to Revoke;

WHEREAS, during a special Board meeting on January 27, 2026, District Staff presented their analysis of the measures taken by HCCTS to refute and/or remedy the violations identified in the Notice of Revocation. While the Board thoughtfully considered Staff's analysis and recommendation regarding revocation, it ultimately did not accept Staff's recommendation and no action was effectively taken regarding CICA's revocation; and

WHEREAS, the Board has convened on January 30, 2026, to consider whether to approve the issuance of a Final Decision to Revoke the Charter of CICA.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.

2. In support of its Final Decision to Revoke CICA's Charter, the Board adopts the facts and findings contained in the Notice of Intent to Revoke and its exhibits, as initially set forth in the NOV, and as stated herein, as its written factual findings, supported by substantial evidence

specific to CICA, and incorporates such findings into this Resolution as though set forth fully herein; and in support of its decision to issue a Final Decision to Revoke CICA's Charter, the Board further finds that:

(A) Substantial evidence demonstrates that the violations initially identified in the NOV, and demonstrated in the Notice of Intent to Revoke and exhibits thereto, and as further stated herein, have in fact occurred;

(B) CICA failed to refute, remedy, or propose remedial action sufficient to remedy all of the violations identified in the NOV;

(C) The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by CICA, and attempts at further corrective actions taken by CICA, although considered by the Board, failed to sufficiently remedy the violations identified in the NOV and substantiated in the Notice of Intent to Revoke, and/or promised unsubstantiated and unreliable future performance and resulting uncertainty regarding future compliance.

3. The Board hereby approves issuance of a Final Decision to Revoke the Charter of California Innovative Career Academy revoking CICA's Charter effectively immediately. The Superintendent or designee is hereby authorized and directed to notify the Sacramento County Board of Education and California Department of Education regarding the revocation approval and to take any such other actions needed to effectuate the purpose of this Resolution.

PASSED and ADOPTED by the Board of Trustees of the Twin Rivers Unified School District on the 30th day of January 2026 by the following vote.

AYES: 7
NOES: 0
ABSTAIN: 0
ABSENT: 0

ATTEST:

Christine Jefferson, President
Twin Rivers Board of Trustees

Sascha Vogt, Clerk
Twin Rivers Board of Trustees

CICA Material Revision Presentation 12.02.2025



CICA
California Innovative Career Academy

Our Students

Our goal is to rebuild better, acting with integrity and urgency, always keeping students at the center of every choice.







CICA Sites

CICA is requesting approval to operate at the 17 locations listed below.

14 Student Serving Sites:

- 33rd St. (2520 33rd St, Sacramento, CA 95817)
- 37th Ave. (3301 37th Avenue, Sacramento, CA 95824)
- Boxwood St. (2260 Boxwood Street, Sacramento, CA 95815)
- Center Pkwy. (7839 Center Parkway, Sacramento, CA 95823)
- College Oak Dr. (4545 College Oak Drive, Sacramento, CA 95841)
- Folsom Blvd. (10013 Folsom Blvd, Sacramento, CA 95827)
- Franklin Blvd. (5961 Franklin Blvd, Sacramento, CA 95824)
- Hillsdale Blvd.(5655 Hillsdale Blvd, Sacramento, CA 95842)
- Howe Ave. (1111 Howe Avenue, Sacramento, CA 95825)
- Hurley Way (3205 Hurley Way, Sacramento, CA 95864)
- Industrial Pkwy. (8180 Industrial Parkway, Sacramento, CA 95824)
- Marconi Ave. (3727 Marconi Ave, Sacramento, CA 95821)
- Old Auburn Rd. (7817 Old Auburn Road, Citrus Heights, CA 95610)
- Todhunter Ave. (800 Todhunter Avenue, West Sacramento, CA 95605)

3 Administrative Support Locations:

- Arden Way (901 Arden Way, Sacramento, CA 95815
- Florin Rd. (3801 Florin Road, Suite 107, Sacramento, CA 95823)
- Hemlock St. (5537 Hemlock Street, Sacramento, CA 95841)

CICA Sites Continued

If TRUSD does not approve the proposed site list included in the CICA Material Revision, CICA respectfully requests to operate at the locations outlined in the MOU Amendment No. 3 executed on January 23, 2024. Please note some sites' leases previously approved in the MOU Amendment No. 3 have been terminated. Even though TRUSD previously approved sites outside of Sacramento County, those locations will no longer be operated by CICA. In addition, HCCTS has closed some of the sites inside the Sacramento County previously approved by TRUSD due to declining enrollment.

- 24th/St. Anne's (7720 24th Street, Sacramento, CA 95814)
- Auburn (4441 Auburn Blvd, Suite H, M and J, Sacramento, CA 95841)
- Bowling (7171 Bowling Drive, #1120, Sacramento, CA 95823)
- Del Paso/Cavalry (1100 Las Palmas Avenue, Sacramento, CA 95815)
- Florin Rd (3801 Florin Road, Suite 107, Sacramento, CA 95823)
- Grand Avenue (1333 Grand Avenue, Sacramento, CA 95838)
- Hillsdale (5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842)
- Hurley (3205 Hurley Way, Sacramento, CA 95864)
- Industrial (8180 Industrial Pkwy, Sacramento, CA 95824)
- Jackson/Bethany (9880 Jackson Road, Sacramento, CA 95827)
- Maple 2 (5961 Franklin Blvd, Sacramento, CA 95824)
- Marconi 2 (3727 Marconi Ave, Sacramento, CA 95821)
- Marysville (715 C Street, Marysville, CA 95901)
- North Laguna 2 (8211 Bruceville Rd.#125, Sacramento, CA 95823)
- Saint John's (Address redacted due to the privacy of our students)
- West Sac/Holy Cross (800 Todhunter Avenue,West Sacramento, CA 95605)

Administrative sites:

- Howe Avenue (1111 Howe Avenue, #630, Sacramento, CA 95825)

CICA Grade Levels

CICA's charter petition, which was approved by TRUSD for July 1, 2019 does not specify grades levels offered, however CICA is currently offering grades 9, 10, and 12 as outlined below.



Grades	Credits
Grade 9	0-50
Grade 10	51-149
Grade 12	150-180

CICA Grade Levels with Material Revision Approval

If the CICA material revision is approved	
Grades	Credits
Grade 9	0-50
Grade 10	51-100
Grade 11	101-149
Grade 12	150-180

- Create 11th grade in PowerSchool
- Modify master schedule
- Move students in PowerSchool from grade 10 to grade 11 if they have between 101-149 credits
- Contract with Charter Impact to support with the transition
- Implement CAASPP for all eligible grade 11 students
- HCCTS board approved the course outline for English 9-12
- CICA leadership sent a request to Charter Impact to identify grade 11 students
- CICA academic leadership has drafted a new master schedule which reflects these grades
- CICA leadership is revisiting the enrollment procedures for the updated grade levels

If the CICA material revision is not approved by TRUSD, CICA will conform to the existing charter and MOU sites by the Spring of 2026 and will continue offering grades 9, 10, and 12.

Proposed CTE Programs for 2025-2026 School Year





- Digital Literacy and Multimedia
- Medical Services
- Microsoft Office Specialist (MOS) Certification
- Personal Finance
- Real Estate
- Culinary Arts
- Early Childhood Education (ECE)

Updated Credential Qualifications

In the 2024-2025 school year, CICA modified credential requirements for teachers as required by the CTC and communicated by TRUSD. This material revision will align the charter document to the agreement made by the school to utilize K-12 credentials rather than adult credentials for its teachers.

COMMISSION ON TEACHER CREDENTIALING
ENSURING EDUCATOR EXCELLENCE

New Curriculum and Assessments

In 2025-2026 CICA will begin these new assessments as recommended by TRUSD:

- CAST Testing
- CAASPP Testing

- SAVVAS Curriculum was implemented in the beginning of the 2025-2026 school year to ensure that our curriculum is aligned to CCSS
- Professional Learning Communities (PLC) were implemented with professional development support from Savvas
- Professional Development for academic staff was planned in HCCS Academic Calendar for 15 days during the school year

What's at Stake









HIGHLANDS COMMUNITY CHARTER SCHOOL

~~Petition for the~~

California Innovative Career Academy

California Innovative Career Academy

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

For the Charter term of July 1st, 2019–June 30th, ~~2024~~2027

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~~Preface~~

~~Highlands Community Charter and Technical Schools (HCCTS), a California Public Benefit Corporation, is submitting this Charter Petition to start California Innovative Career Academy (CICA). This petition represents an opportunity for Twin Rivers Unified School District to have a greater number of its parents and other adult community members served, such that they can receive the opportunity to earn a high school diploma, and thus also help the children of the district. Since there is a limited amount of consortium dollars that are available to fund Twin Rivers Adult School, California Innovative Career Academy will further extend Twin Rivers' capability to serve these adult students without taking away resources from its own schools, just as California Innovative Career Academy has already extended Twin Rivers' ability to serve parents and other adults without losing resources.~~

~~The reason HCCTS wishes to start~~ Material revision submitted October 10, 2025

Preface

California Innovative Career Academy (CICA) respectfully submits this charter petition material revision request to the Twin Rivers Unified School District, seeking to continue the effective work of serving students in the District. This material revision is being submitted as the Charter School is requesting the following changes to the charter:

1. **Updated Number of Sites**
   CICA requests to maintain 14 sites as detailed in Element P the material revision.

2. **Updated Credential Qualifications**
   In the 2024-2025 school year, CICA modified credential requirements for teachers based on a May 2025 update from the CTC and additional guidance communicated by TRUSD. This material revision will align the charter document with our commitment to utilize K-12 credentials rather than adult credentials for its teachers.

3. **Proposed Career Technical Education (CTE) Programs for 2025-2026 School Year**
   CICA proposes to operate seven CTE programs in the 2025-2026 school year:
   - Culinary Arts
   - Digital Literacy and Multimedia
   - Early Childhood Education (ECE)
   - Medical Services
   - Microsoft Office Specialist (MOS) Certification
   - Personal Finance
   - Real Estate

4. **Addition of Grade 11**
   CICA proposes to add grade 11 in compliance with guidance from TRUSD.

5. **Addition of CAST and CAASPP Assessments**

CICA will test students in both CAST and CAASPP based on guidance from the California Department of Education and TRUSD. While these assessments are intended for students in traditional high school programs, and CICA serves adults, HCCTS has implemented this assessment to ensure compliance and accountability in its academic programs.

6. **Enhanced Curriculum for Improved English Learner Support**

The HCCTS Board has approved the Savvas curriculum for CICA. Implementation has begun with professional development support from Savvas in alignment with Professional Learning Community (PLC) structures.

7. **Lottery Procedures**

CICA respectfully requests approval to update its current lottery procedures to more accurately reflect the Charter School's existing admission practices. While maintaining full compliance with all applicable provisions of the California Education Code, CICA seeks to clarify and enhance its written policies and procedures to ensure greater transparency, accessibility, and alignment with the school's mission of serving adult learners. These updates will streamline the admissions process, reflect current operational structures, and better address the needs of the diverse student population.

With TRUSD's approval, CICA will continue to uphold equitable and compliant admission practices while refining procedures to ensure they are clear, consistent, and supportive of the school's commitment to access and inclusion.

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GLOSSARY

Term	Definition
CICA	California Innovative Career Academy; an adult-serving independent study charter high school.
HCCTS	Highlands Community Charter and Technical Schools; the charter management organization that operates CICA.
TRUSD	Twin Rivers Unified School District; the charter authorizer for CICA.
WIOA	Workforce Innovation and Opportunity Act; federal legislation supporting workforce development programs, which CICA partners with.
SETA	Sacramento Employment and Training Agency; a WIOA-funded partner organization.
CAASPP	California Assessment of Student Performance and Progress; a statewide academic assessment system.
CAST	California Science Test; a science component of the CAASPP suite.
CASAS	Comprehensive Adult Student Assessment Systems; a nationally validated testing system for adult basic education.
COAAP	Civic Objective and Additional Assessment Plan; assessment modules for EL Civics programs, aligned to CASAS.
EL Civics	English Literacy and Civics Education; curriculum combining English acquisition with civic participation.
SBAC	Smarter Balanced Assessment Consortium; standardized tests in ELA and Math included in CAASPP.
Edcite	A digital assessment platform used by CICA for EL Civics, End of Level tests and state testing practice.
Newsela	An online platform providing leveled articles for reading comprehension and critical thinking.
Burlington English	An English language learning platform offering digital and printable content for all levels.
Reading with Relevance	A literacy program using novels to develop reading and social-emotional skills.

ABC English	A foundational English curriculum for beginning learners.
Theme Packets	In-house, theme-based curriculum aligned to CASAS standards for various proficiency levels.
CTE	Career Technical Education; hands-on training in specific career pathways.
DASS	Dashboard Alternative School Status; a CDE accountability model for alternative schools like CICA.
SOP	Standard Operating Procedure; internal guidelines, such as those for attendance.
LCAP	Local Control and Accountability Plan; a planning and accountability tool required by the state.
CALPADS	California Longitudinal Pupil Achievement Data System; state reporting system for student-level data.
Great Hall	A collaborative platform at CICA where educators share curriculum resources.
ELPAC	English Language Proficiency Assessments for California; not used at CICA because it serves only adult learners.
ADEL	Adult English Language Learner; CICA's designation for adult English learners, not assessed by ELPAC.
SELPA	Special Education Local Plan Area; CICA remains a "school of the district" for special education purposes rather than joining a SELPA.
SDAIE	Specially Designed Academic Instruction in English; strategies for teaching academic content to English learners.
CCSS	Common Core State Standards; academic content standards adopted by California.
ESSA	Every Student Succeeds Act; federal law governing K-12 public education.
ESEA	Elementary and Secondary Education Act; federal legislation reauthorized by ESSA.
FERPA	Family Educational Rights and Privacy Act; federal law protecting student education records.

Ralph M. Brown Act	California law ensuring public access to meetings of local government bodies.
CAEP	California Adult Education Program; not the model used at CICA, which provides more extensive support.
NRS	National Reporting System; the federal accountability system for adult education programs.
GOALS 2	CASAS Math and Reading assessments for higher-level learners in the HS program.
ABC (College)	Advanced Beauty College; a discontinued external CTE partner.
Unitek College	A former CTE partner offering medical assistant training (now discontinued).
Federico	A discontinued CTE partner offering cosmetology and barbering training.
MIXED Institute	An external CTE partner offering cosmetology-related training.

Assurances, Affirmations, and Declarations

~~California Innovative Career Academy separate from its existing California Innovative Career Academy is simple: the current charter school is classroom based, which means that all students must have at least 80% of their days of attendance within a classroom. However, most adults need to work, and even with a part-time job, they often cannot make the state mandated number of hours of classroom attendance. Thus, by having the Independent Study School, we would be able to help more of our community members, including many Twin Rivers Unified School District parents, succeed.~~

~~**Assurances, Affirmations, and Declarations**~~

As the authorized lead petitioner, I, ~~Murdock Smith,~~ hereby certify that the information submitted in this application for California Innovative ~~Learning~~Career Academy, located within the boundaries and authority limits of the Twin Rivers Unified School District, is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school. California Innovative Career Academy (also referred to herein as "CICA" and "Charter School") shall:

- California Innovative Career Academy will commence services prior to September 30, 2019. The target date for the beginning of instruction is July 8, 2019: which will ensure compliance with Education Code ~~Section~~§ 47652(c).

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

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

- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code~~.~~

- ~~Except as provided in Education Code section 47605(d)(2), admission to a charter school shall not be determined according to the place of residence of the pupil within this state, except that~~, including immigration status, or association with an ~~existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils~~individual who ~~reside within~~ has any of the ~~former attendance area of that school.~~aforementioned characteristics). (Ed. Code § 47605(~~d~~e)(1~~).~~); Ed. Code § 220.)]

- Admit all pupils who wish to attend Charter School ~~and who submit a timely application,~~(Ed. Code § 47605(e)(2)(A).) unless CICA receives a greater number of applications than there are spaces for students, in which case ~~each application~~it will ~~be given equal chance of admission through~~hold a public random drawing ~~process.~~to determine admission. Except as required by Education Code Section 47605(~~d~~e)(2), admission to CICA shall not be determined according to the place of residence of the student or ~~his~~of that student's parent or ~~her parents~~legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(~~d~~e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of CICA in accordance with Education Code Section 47605(~~d~~e)(2)(C). (Ed. Code § 47605(~~d~~e)(2)(A)-(C).)

- ~~Notify~~Except for existing pupils of Charter School, determine attendance by a public

random drawing if the number of pupils who wish to attend Charter School exceeds Charter School's capacity. Preference shall be extended to pupils currently attending Charter School. (Ed. Code § 47605 (d) (2) (B).)

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

- Encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. (Ed. Code §47605(n).)

- The Charter School shall adhere to each of the conditions in Education Code § 47605(e)(4)(A)-(D), including: (A) not discouraging any student from enrolling, or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code § 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. (Ed. Code § 47605(e)(4)(A)-(D)]

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code ~~sections~~§ 60605 ~~and 60851~~ and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non- charter public schools. (Ed. Code § 47605(~~e~~d)(1).)

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

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

- Meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary.

- Ensure that teachers in the Charter School hold ~~a~~the Commission on Teacher Credentialing certificate, permit, or other document ~~equivalent to that which a teacher in other public schools is~~ required ~~to hold. As allowed by~~ for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute~~,~~ ~~flexibility will be given to non-core, non-college preparatory~~ and regulations for the purpose of legally assigning certificated teachers~~.~~, in the same manner as a governing board of a school district. (Ed Code § 47605(l)(1).)

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

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

- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.

- On a regular basis, consult with ~~its~~Charter Schools students, parents and teachers regarding ~~CICA~~the school's education programs. (Ed. Code § 47605(~~e~~d)(2).)

- Comply with any applicable jurisdictional limitations to locations of its facilities.

- Comply with all laws establishing the minimum and maximum age for public school enrollment.

- Comply with all applicable portions of the ~~No~~Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student ~~Left Behind~~Succeeds Act~~.~~ ("ESSA").

- Comply with the Brown Act and the Public Records Act.

- Comply with the Family Educational Rights and Privacy Act.

- Comply with Government Code Section 1090, et seq., as set forth in Ed. Code §47604.1.

- Comply with the ~~Ralph M. Brown~~Political Reform Act, Government Code Section 81000, et seq.

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

~~Murdock Smith,~~ 9/26/2025

Jonathan Raymond for CICA ~~April 8, 2019~~Date

~~1333 Grand~~1111 Howe Ave~~.~~., Suite 540

Sacramento, CA 95838

(916) 844-2283

~~Element 1: The Educational Program~~

~~Governing Law~~: A description of the

Element A: The Educational Program

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

In accordance with California Education Code ~~Sections~~§ 47605.1(~~g~~f) and 47612.1, all instruction with CICA will be provided exclusively in partnership with ~~the Greater Sacramento Urban League,~~ a WIOA-funded organization, or other legally allowed exclusive partnership. ~~-~~CICA currently has a Memorandum of Understanding with the Sacramento Employment and Training Agency (SETA), the workforce development board for Sacramento County. Adult students who meet the terms of the partnership agreement and statutory requirements may be served by CICA.

Education Program Overview
Highlands Community Charter and Technical Schools (Highlands) is one of California's largest public charter organizations dedicated to second-chance learners. Highlands operates two public charter high schools for second-chance learners: Highlands Community Charter School (HCCS), a classroom-based program established in 2014, and California Innovative Career Academy ~~will~~(CICA), an independent study school founded in 2019. Both schools provide adults with the opportunity to earn a high school diploma while building workforce skills and career pathways.

The need for this type of charter school is immense. More than four million adults in California have not completed high school, yet tuition-free options for returning learners remain scarce. Highlands fills this critical gap with a model that not only transforms individual students, but also strengthens families and uplifts entire communities. California cannot afford to leave millions of adults without a diploma and a workforce pathway—and Highlands exists to ensure that doesn't happen. Our model is creating generational change while directly fueling the state's workforce pipeline.

California Innovative Career Academy

California~~a sound~~ Innovative Career Academy (CICA) is one of Highland's two charter school programs. CICA provides a flexible independent study model designed for adults.

CICA serves:

- Adults aged 22 years old and older without a US high school diploma
- Parents who left school early to raise children
- Adults rebuilding after involvement with the justice system
- Immigrants and refugees seeking to learn English
- Working adults who left school for economic reasons

Reflecting Sacramento's international diversity, CICA enrolls students from dozens of countries and language groups, including large communities from Afghanistan, Ukraine, Russia, Mexico, and Vietnam. Students engage in individualized learning plans, meet regularly with teachers, and access in-person and online support designed around their schedules, languages, and goals. Instruction integrates English language development, diploma completion, and career training so that multilingual learners can strengthen academic and workforce skills simultaneously.

Mission and Vision Statement

CICA is a diverse community for social justice, serving the underserved, providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, CICA builds new legacies leading to self-sufficiency and generational change.

Vision

The vision of CICA is to eradicate educational ~~program that primarily serves unserved and underserved adults. We believe that~~inequality and promote workforce success.

Educational Philosophy

CICA believes the biggest challenge of the 21st century has been, and will continue to be, ~~how to~~ ensuring that all people have the opportunity to obtain the skills and knowledge ~~to be able to have a livable~~ necessary for sustainable living wage ~~job, which includes students learning to become~~jobs. To meet this challenge in a constantly changing technological, academic, and professional environment, students must:

- Become self-motivated, competent ~~in specific "hard" and "soft" skills, and recognize that they need to be~~, and lifelong learners.
- Build academic, workforce, and social-emotional skills.
- Engage in flexible, student-centered instruction tailored to ~~keep up~~individual needs.

CICA affirms that a well-educated person must not only demonstrate strong academic proficiency but also be equipped with ~~a changing landscape~~the habits of ~~technology and legal requirements.~~ mind and adaptability required to navigate an evolving global economy. Lifelong learning, problem-solving, and creative thinking are essential for building opportunity and transforming talent into true skill. These qualities enable students to contribute meaningfully to their communities and pursue personal and professional success. While ~~our school is a cohesive "whole," with all courses complementing each other, these courses can be configured in different permutations to build customized programs for different target populations.~~ CICA is committed to offering the same broad course of study to all students, it is grounded in the knowledge that flexible instruction tailored to meet the needs of individuals is essential to achieving positive outcomes for the diverse population it serves.

Impact

~~***Overview***~~

CICA is demonstrating measurable impact:

- **Graduation:** Nearly 580students graduated from CICA in 2024–25 alone.
- **Employment:** More than half (53%) of HCCTS graduates reported jobs averaging above $20/hour, and 40% pursued college.
- **Career pipeline:** One in four graduates at HCCTS completed a CTE program in fields like health care, transportation, IT, and skilled trades. In the 2024-2025 school year 370 students visited the Center for Workforce Solutions a total of 622 times.
- **Family transformation:** Parents returning to school model persistence and achievement for their children, breaking intergenerational cycles of poverty.
- **Justice and opportunity:** To date, Highlands has facilitated 24 expungements, helping returning citizens reenter the workforce with stability and dignity.

Student Population

CICA serves a uniquely diverse student population, with the majority being immigrants and Below you will find a table that shows all the locations where CICA teachers and staff are refugees. Some students arrive with advanced degrees from their home countries, having worked as engineers, teachers, or medical professionals. Others come with little or no formal education and are just beginning to learn to read, write, or speak English. Our model is designed to honor this full spectrum of lived experience—meeting students where they are and supporting them in reaching their goals.

CICA welcomes all adult learners over the age of 22, admitting students based on available capacity and through lottery procedures. At its core, the school is guided by the belief that every student—regardless of their starting point—deserves access to a high-quality education, a pathway to a brighter future, and the unwavering support of a community that sees and nurtures their potential.

CICA Locations where instructors meet for in-person engagement with students:

CICA Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
~~Location~~37th Ave.	~~1333 Grand~~3301 37th Avenue , Sacramento, CA ~~95838~~95824
~~Educational Focus~~Boxwood St.	~~Hi provides an educational opportunity that offers California standards-aligned curriculum, instruction designed to maximize the growth of all students, and a goal-oriented program of helping every student realize his or her potential.~~ 2260 Boxwood Street, Sacramento, CA 95815
~~Grades Served~~Center Pkwy.	~~Serving adults 22 years of age and older, who do not have a U.S.~~

	~~high school diploma.~~7839 Center Parkway, Sacramento, CA 95823
~~Flexible Instruction~~College Oak Dr.	~~All students will be provided curriculum that meets the California standards for their grade level with high interest delivery and regular and purposeful assessment.~~ 4545 College Oak Drive, Sacramento, CA 95841
~~Mission of School~~Folsom Blvd.	~~We are a diverse community for social justice, serving the unserved, providing access to education, technology, communication, and employment for 21st century achievers. Through community partnerships, we will build new legacies leading to self-sufficiency and generational change.~~10013 Folsom Blvd, Sacramento, CA 95827
~~Schools Like Highlands Independent Study~~Franklin Blvd.	~~California Innovative Career Academy offers a valuable alternative for students seeking independent study opportunities; the school supports their learning through one-on-one and online curriculum led by qualified teachers.~~ 5961 Franklin Blvd, Sacramento, CA 95824
~~For more information~~Hillsdale Blvd.	~~Web site: www.CICA.org~~ ~~Email: Murdock.smith@CICA.org~~ ~~Phone: (916) 844-2283~~5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

~~***Our Beliefs about Education***~~

~~Our~~

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823

Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

Leadership

In July 2025, CICA entered a new era of reform and renewal under the leadership of Executive Director Jonathan Raymond, a former superintendent of Sacramento City Unified School District. With a sharpened focus on transparency, equity, and academic rigor, we are reimagining what second-chance education can be in California.

Our goal is to build back better with integrity, urgency, and a deep commitment to putting students first in every decision. We are raising standards across the board: ensuring every classroom has a credentialed teacher, implementing clear policies for fiscal responsibility, lowering class sizes, implementing a rigorous and standards-aligned curriculum, adjusting the bell schedules to expand professional learning for teachers, and broadening access to career training aligned with California's and Sacramento's workforce needs.

While the school is ~~being founded on the idea that giving~~currently operating with fewer staff and reduced enrollment due to recent layoffs, the reforms now underway are deep and structural. Each initiative reflects our commitment to rebuilding a school system that delivers on its promise to students, families, and the public.

Executive Leadership

The Executive Leadership at CICA provides high-quality leadership to create and sustain a meaningful learning environment that supports student academic progress. Under the direction of the Board, the Cabinet—comprising the Executive Director, Chief Academic Officer, Chief Operating Officer and Chief Business Officer—develops, implements, and evaluates key school systems and processes, including academic, human resources, finances, assessment, facilities, and accountability. Job descriptions and qualifications for each role are outlined below.

Leadership Team

Jonathan Raymond, Executive Director

Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic, investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform, and the early stages of a statewide shift toward equity-driven education.

Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most underserved schools into high-performing campuses — all while navigating one of the toughest fiscal climates in California history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, and holds a JD from George Mason University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Chief Operations Officer

Teresa is a seasoned systems-level leader with nearly three decades of experience transforming education through strategy, accountability, and innovation. She has served as Chief of Staff and Chief Accountability Officer, bringing clarity, alignment, and execution to large-scale organizational priorities. Holding a Ph.D. from the University of Illinois, Chicago, Teresa's career spans the full spectrum of education—from PreK–12 classrooms to community colleges and universities—where she has excelled as a teacher, administrator, and author of mathematics curricula.

Her leadership portfolio includes extensive executive-level district administration, where she has shaped policy, accountability systems, and instructional improvement at scale. Beyond the district level, Teresa has advanced research and development efforts for non-profits, the Riverside County Office of Education, and the Stuart Foundation, where she co-developed an organizational health review now used to strengthen institutional performance.

Across every role, Teresa has been recognized for her ability to integrate research, practice, and policy into sustainable systems that drive student achievement and organizational excellence.

Eric Chapman, Chief Academic Officer

Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within the Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership

has focused on building systems that foster equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Matthew Lemos, Chief Business Officer

Matthew Lemos brings more than two decades of leadership experience in finance, operations, and team management across both the education and hospitality sectors. He began his career in the gaming industry, serving as a floor supervisor, pit manager, and head trainer, where he developed expertise in staff development, customer service, and process improvement. Transitioning to the nonprofit and education fields, Matthew has spent the past six years directing financial services for charter schools in California and Nevada. He has overseen multimillion-dollar budgets, compliance with state and federal regulations, and the development of policies and systems that ensure fiscal stability and operational excellence.

Matthew currently serves as Chief Business Official for Highlands Community Charter and Technical Schools, where he provides strategic leadership in finance, operations, and risk management to support the school's mission of preparing career-ready graduates. Known for his strong communication skills, ethical leadership, and collaborative approach, he is dedicated to building sustainable systems that strengthen schools and expand opportunities for students and staff alike.

Melissa Roberson, Director of Accountability and Assessment

Melissa Roberson is the Director of Accountability and Assessment, bringing over a decade of experience in education with a strong foundation in teaching, leadership, and data-driven decision-making. She earned her Master's degree from the University of Southern California in 2016 and went on to serve as a principal for five years, where she championed student outcomes and teacher growth. With a background as an experienced ELD and ESL teacher, Melissa has deep expertise in instructional strategies and supporting English learners. In her current role, she oversees WASC accreditation, state reporting, and manages the relationship with the Twin Rivers Unified School District, ensuring compliance and alignment with school goals. Known for her integrity, student-centered approach, and sharp focus on data, Melissa is dedicated to building systems that elevate teaching and learning for all students.

Mayra Valdivia, Director of School Services

Mayra Valdivia is an educator and administrator dedicated to advancing student success through strategic leadership, community partnership, and program development. She began her career as a high school counselor, supporting students' academic, social-emotional, and career growth, and later served as Lead ELD Counselor, directing programs that expanded services for English learners. She went on to serve as Director of Student Services and Assistant Deputy Director at Highlands Community Charter and Technical Schools, overseeing counseling, student support, and departmental operations while strengthening community partnerships. In 2024, she was appointed Deputy Director of School Services, where she supervises directors, guides program

implementation, and represents the organization in legislative and community settings to advocate for policies benefiting students and families. Mayra holds a Master of Science in School Counseling from California State University, Sacramento, and earned her Preliminary Administrative Services Credential in 2024. She has also completed leadership and charter school business officer training through the Charter Schools Development Center. Fluent in English and Spanish, she is a strong advocate for equity and access, committed to expanding opportunities for diverse student populations.

Student Challenges and Needs

CICA incorporates several innovative features throughout its programming, anchored by a few distinct approaches that set it apart from other local schools and allow it to serve the whole student. CICA serves adult learners balancing complex lives. Many students juggle employment, family care, and basic needs, often without reliable transportation, devices, internet, or childcare – limiting the time they can devote to school.

Trauma and Life Experiences

A significant number of students have experienced displacement, poverty, homelessness, addiction, or justice-system involvement. Students who have experienced incarceration face additional barriers to re-entry and benefit from CICA's targeted academic and social-emotional supports.

Basic Needs

Many students lack access to fundamental necessities, including food, appropriate ~~education to students who have been previously unserved benefits~~clothing, school supplies, and stable housing. Refugee and immigrant students also navigate new cultural norms and technology while building English proficiency and seeking employment.

Student Goals and Motivations

Students enroll with interconnected goals: improving English proficiency, earning a long deferred high school diploma, developing career skills, supporting their families, and engaging more fully in their communities. For many, the diploma is both a dream realized and a gateway to economic stability and higher education. CICA recognizes that academic achievement must be pursued alongside students' broader life goals, creating pathways that honor both educational attainment and personal aspirations.

Characteristics of an Educated Person in the 21st Century

CICA defines an educated person in the 21st century as someone who:

- Masters core academics (English, mathematics, science, history/social science) and communicates effectively in English in college and workplace settings.
- Thinks critically and acts independently, applying problem-solving in academic and professional contexts.

- Collaborates and contributes, practicing empathy, constructive communication, and conflict resolution in diverse, multi-age, multicultural classrooms.
- Engages as a global citizen, understanding democratic principles and social, political, and environmental issues, and participating respectfully across cultures.
- Is digitally fluent, using technology confidently for learning, work, and civic life.
- Balances well-being, developing habits that sustain healthy, productive lives across family, work, and community.

Our students seek understanding and peace within multi-age, multicultural classrooms and respect the rights of others to do the same. We support students in developing personal habits for a healthy lifestyle—balancing academics, leisure, work, family, and community. Students who have limited access to technology learn to use digital tools for increased success in school, work, and civic life.

Our students are scholars who build proficiency in English, Mathematics, Science, and Social Studies/History. As members of the California community, they communicate effectively and contribute to the world around them. They are prepared to meet the expectations of college classrooms and to engage thoughtfully with new ideas.

Our students are community members who collaborate with others, contribute to projects, and manage and resolve conflicts using the communication tools learned in our classrooms. They are motivated to provide meaningful service and to apply their developing talents in real settings. We send our students into the workforce confident in the communication, collaboration, and competency they have developed.

Our students are citizens of the world who understand the foundations of constitutional democracy, the rights and responsibilities of all, and the importance of staying informed about political, social, and environmental issues. By learning together in diverse classrooms and on our campuses, students deepen their understanding of other political, social, and cultural systems and practice peaceful coexistence.

Our students are members of an increasingly technical and information-based world and are competent, comfortable users of a wide range of technologies. They view technology as an integral part of learning and life and remain open to new tools and approaches as they emerge.

Core Beliefs

CICA supports all adult learners 22 and older to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our instructional design, student support systems, and organizational culture.

CICA's instructional model is grounded in three beliefs that reflect the complexity and humanity of adult learning:

Learning Happens Within the Contexts of Safe and Trusting Relationships
Adult learners, particularly those who have experienced educational trauma or systemic barriers, require learning environments that prioritize psychological safety alongside academic rigor. Trust is not a luxury in adult education—it is a prerequisite for the kind of vulnerable, transformative learning that leads to lasting change.

- **Trauma-Informed Educational Practices.** Many of our students carry the impacts of various forms of trauma, including displacement or systemic oppression. Our approach recognizes that trauma affects learning by impacting memory, concentration, and the ability to take academic risks. We create predictable, supportive environments where students can rebuild their relationship with learning in contexts that feel safe and affirming.
- **Relational Pedagogy.** We understand that learning is fundamentally relational. Students are more likely to engage in challenging academic work when they feel seen, known, and valued by their instructors and peers. Our educators invest time in building authentic relationships with students, learning about their goals, interests, and concerns. This relational foundation allows for the kind of honest feedback and academic push that leads to growth.
- **Community Building and Peer Support.** We intentionally cultivate learning communities where students support each other's growth and success. This includes structured opportunities for peer collaboration, study groups, and mentoring relationships.

Instruction Meets Students Where They Are
Meeting students where they are is more than an instructional strategy—it is a fundamental stance that honors the diverse pathways that bring adult learners to our doors. Our students arrive with varying levels of formal education, different cultural approaches to learning, and unique combinations of strengths and areas for growth. This reality requires us to move beyond one-size-fits-all approaches toward responsive teaching that builds on what students already know and can do.

- **Support for students with interrupted or inconsistent formal education (SIFE).** We pair intensive foundational skill-building with access to grade-level content, explicitly teaching academic literacy (how to use texts, take notes, discuss, and present) while maintaining high expectations.
- **Asset-based assessment and design.** We start from each learner's full profile—schooling, work, community, and self-directed learning—to connect new knowledge to existing strengths.
- **Flexible pathways**. Multiple routes, paces, and modalities; choice in demonstrating learning; supports that fit adult schedules.
- **Responsive teaching.** Ongoing formative assessment drives just-in-time re-teaching or acceleration (see Professional Development for PD structures).
- **Cultural and linguistic responsiveness.** We leverage what students know—and how they know it—to make rigorous content accessible.

Adults Learn Best With Agency and Relevance.
Every student develops an Individual Learning Plan (ILP) that names short- and long-term goals

(education, work, family). During orientation, students learn pathways and requirements so they can make informed choices. Teachers and counselors help students write SMART goals, map required credits/certifications, and identify supports. Progress is revisited in regular check-ins using simple dashboards/trackers, and students complete brief reflections to build the metacognitive habits that sustain lifelong learning.

- **Choice and Flexibility in Learning.** Adult learners thrive when they have options in how they engage with content and demonstrate their learning. We provide multiple ways for students to explore topics of interest, pursue individual research projects, and showcase their growing knowledge and skills.
- **Real-World Connections and Application.** Learning feels most relevant when students can see immediate applications to their lives and goals. The curriculum we use has many opportunities to connect academic content to contemporary issues, workplace skills, and community engagement opportunities. Students might analyze historical patterns to understand current social issues or conduct scientific investigations related to health or environmental concerns in their communities.
- **Career and College Integration.** We explicitly connect academic learning to students' career and college goals, helping them understand how the skills they're developing will serve them in future educational and professional contexts. This includes developing academic habits of mind, communication skills, and critical thinking abilities that transfer across contexts.
- **Student Voice and Feedback.** Students have regular opportunities to provide feedback about their learning experiences and suggest improvements to courses and programs. Please see the student survey section below for more detailed information. We view students as partners in the educational process, recognizing that their insights about what supports their learning are essential for continuous improvement. This feedback loop helps students develop advocacy skills while ensuring our programs remain responsive to their needs.
- **Ownership of Learning Outcomes.** We support students in developing the ability to assess their own learning and set goals for improvement. This includes teaching students to use rubrics, reflect on their growth over time, and identify specific strategies that support their success.

These three foundational beliefs work together to create learning environments where adult students can achieve their educational goals while developing the skills, knowledge, and confidence they need for continued success in their academic, professional, and civic lives.

CICA supports all adult learners to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our instructional design, student support systems, and organizational culture.

Mental Health and Wraparound Services

We recognize that academic success is interconnected with students' overall well-being. Our

support systems include connections to mental health resources, basic needs support, and advocacy services that address the systemic barriers our students face. We work in partnership with community organizations to provide comprehensive support that allows students to focus on their learning.

Addressing the Social-Emotional Impacts of Educational Interruption

Students with interrupted formal education often experience complex emotions related to their academic journey, including shame about gaps in their knowledge, anxiety about academic performance, or frustration with the pace of progress. We create learning environments that normalize diverse educational pathways and celebrate the varied forms of knowledge students bring.

Supporting Students with Interrupted or Inconsistent Formal Education (SIFE)

A significant portion of our student population has experienced interruptions in their formal schooling due to migration, economic necessity, political instability, or family circumstances. These students bring rich life experiences and often sophisticated problem-solving skills, yet they may have gaps in traditional academic content or unfamiliarity with formal educational expectations. We reject deficit-based approaches that focus on what these students lack, instead building comprehensive support systems that honor their strengths while addressing their specific learning needs.

Our approach to supporting SIFE students includes intensive foundational skill development alongside grade-level content engagement, recognizing that these students need both remediation and acceleration. We provide explicit instruction in academic literacy skills—including how to navigate textbooks, online curricula resources, take notes, and engage in classroom discussions—while maintaining high expectations for critical thinking and complex problem-solving.

Asset-Based Assessment and Instructional Design

We begin by understanding each student's full educational profile, including formal schooling, work experience, community involvement, and self-directed learning. This comprehensive view allows us to design learning experiences that connect new knowledge to existing understanding while addressing genuine learning needs. Rather than focusing on deficits, we identify the multiple entry points through which students can engage with rigorous academic content.

Flexible Pathways and Differentiated Support

Meeting students where they are means creating multiple pathways through our curriculum that allow for different paces, learning styles, and life circumstances. Our new curriculum, which covers all disciplines, allows teachers to alter the reading level of the text to meet the student at their level and provide translated background text and videos that build background knowledge to enhance ELLs' access to the core grade-level curriculum and the grade 9-12 California State Standards. This includes offering content in various modalities, providing choice in how students demonstrate their learning, and designing support systems that accommodate working adults

with family responsibilities and other commitments.

Diagnostic and Responsive Teaching

Our teachers continuously gather information about student understanding and adjust instruction accordingly. This goes beyond initial placement to include ongoing formative assessment that reveals how students are making sense of new concepts and where additional support or challenge is needed. We create learning environments where struggle is normalized as part of the learning process, and where students receive the specific feedback they need to move forward. See more about this in the professional development section.

Cultural and Linguistic Responsiveness

Meeting students where they are requires a deep understanding of the cultural frameworks and prior educational experiences that shape how students approach learning. We work to understand not just what students know, but how they know it—the cultural tools and ways of thinking they bring that can be leveraged for new learning.

Self-Directed Learning and Goal Setting

We work with students to identify their short-term and long-term goals and help them understand how their coursework connects to these aspirations. This begins in orientation, where they learn the pathways and requirements so that students can make informed decisions about their academic path. Students participate in setting their own learning objectives within the framework of academic standards, and they regularly reflect on their progress toward these goals. This self-direction increases engagement and helps students develop the metacognitive skills essential for lifelong learning.

Foundational Research and Theories Supporting Our Approach

Adult Education Learning Theories
CICA applies research-based adult learning theories to design educational programs that recognize adult students have different needs than traditional K-12 students. The school incorporates adult learning theories, differentiated instruction, and student-centered approaches to meet diverse learner needs. Malcolm Knowles' foundational research (1980) identifies key differences between adult and child learners: adults are self-directed, bring rich life experiences, are problem-oriented, and are motivated by internal factors. Patricia Cross (1981) emphasizes that adult learners are typically voluntary participants who may feel insecure about learning but are motivated to solve real-world problems. Cross identifies multiple motivation sources including personal achievement, social factors, and career advancement.

Sociocultural Theories
According to Sociocultural Theory (SCT), social interaction is the foundation of all learning (Walqui, 2008). Sociocultural perspectives in language acquisition emphasize real-world participation with authentic language and activities that occur in everyday life (Zuengler &

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

Differentiated Instruction

Each student arrives at a different level, with unique learning styles, interests, and abilities. Recognizing this diversity, differentiated instruction is utilized to ensure the needs of all students are met. Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues, and each student has different expectations based on learning styles and abilities. According to the U.S. Department of Education's Literacy Information and Communication System (2012), the design is intended to engage students at a range of different levels with various learning styles and to make learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exist in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, teachers must understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005).

Content-Based Instruction (CBI)

CBI is particularly critical for high school English Language Learners because it addresses the dual challenge of mastering academic content while developing the academic language skills essential for school success. By embedding language development within meaningful content learning, CBI creates authentic contexts for language use, builds subject-specific vocabulary, and prepares students for college-level coursework. Research shows this empowering approach encourages learners to become independent, continuing their language development beyond the classroom while simultaneously meeting rigorous academic standards required for high school graduation and post-secondary success.

For students developing foundational language skills such as reading and writing, context plays a critical role in supporting both language and literacy development. Content-Based Instruction (CBI) provides context-rich materials through the curriculum, offering meaningful opportunities for students to build language skills while engaging with relevant academic topics. One of the

most critical challenges we face is the persistent and widening vocabulary gap, which can significantly impact the academic progress of learners across all age groups. CBI addresses this challenge.

Supporting our English Learner Population

CICA serves a population of older English learners who are not eligible for the English Language Proficiency Assessments for California (ELPAC) nor appear in the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI).[1] Almost all of the students at CICA are classified in CALPADS as adult English Language Learners or ADELs. CICA goes to great lengths to serve the needs of our English Language Learners.

Language learning for adults can differ from traditional models of education. It is deeply personal work that builds on the rich linguistic and cultural assets that students bring with them. Because compulsory education requirements do not apply to adult students, myriad factors constantly pull them away from their educational goals. Our approach to supporting English Language Learners recognizes that language acquisition happens most effectively when it is meaningful, relevant, and connected to students' lived experiences and goals.

At CICA ~~only these~~ , we understand that our students are not empty vessels waiting to be filled with English. They are accomplished individuals ~~but benefits society as a whole. We~~ who have navigated complex systems, often in multiple languages, and bring sophisticated problem-solving skills and cultural knowledge that enrich our entire learning community. Our role is to create learning environments where students can leverage these strengths while building academic and professional English proficiency.

Our approach to English language learning is grounded in several research-informed principles that guide our instructional design and student support:

Language and Content Learning Are Interconnected.

Research consistently shows that students learn language most effectively when it is embedded in meaningful, content-rich contexts (see CBI explanation above). Our integrated approach ensures that students are simultaneously building language skills and engaging with rigorous, standards-aligned academic material relevant to their goals.

Students' Home Languages Are Resources, Not Barriers.

Multilingualism is an asset that enhances cognitive flexibility and cross-cultural communication skills. We create space for students to use their full linguistic repertoire as they build English proficiency, recognizing that translanguaging—the fluid use of multiple languages—is a natural and effective learning strategy. We also believe that ~~California needs more "tax makers" not "tax takers," and that well~~ our students bring life experience, motivation, and clear goals that can accelerate their learning when properly supported.

[1] Education Code section 306, section (a), defines "English learner" for ELPAC and ELPI requirements by incorporating the definition of 20 U.S.C. 7801 (20)(A), i.e. "the term 'English learner', when used with respect to an individual, means an individual who is aged 3 through 21."

Language Assessment Upon Enrollment

As a WIOA partner, CICA assesses all students during the admissions process and monitors their progress through CASAS testing. The first assessment, administered during registration, is the placement exam, which evaluates students' reading, writing, listening, speaking, and grammar skills. This exam is scored with an internally developed rubric.

During orientation, students also complete CASAS reading and listening assessments. CASAS provides standardized progress testing designed ~~schools, particularly for adults, will make this a reality such that the overall tax burden of California will go down, and the overall well-being of all residents of California will go up.~~to measure learning along a continuum, from beginning literacy and English language acquisition through the completion of secondary-level skills. Several test series monitor student progress, with difficulty levels ranging from below Level A through Level E. Administering CASAS at enrollment establishes a baseline, followed by post-testing after 70–100 hours of instruction to track student progress over time.

If a teacher determines that a placement is inaccurate, a reassessment may be requested. If the reassessment results in a different level placement, the placement team updates the student's record in PowerSchool and informs the teacher of the revised placement.

The placement rubric is updated annually based on teacher and student feedback. Updates are shared with the curriculum team to confirm alignment with CICA level objectives. Any additional feedback is integrated before the rubric is finalized for use in the upcoming school year.

Reclassification

CICA serves English Language learners who must be designated in CALPADS as Adult English Language Learners (ADEL). ADEL students do not participate in ELPAC testing and do not appear as English Language learners on the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). We track and report ESL advancement as determined by CASAS testing.

Enrollment

CICA's enrollment continually increased from its establishment in 2019 through the 2024-2025 school year. While interest in enrollment remains sky-high, CICA expects to see a flattening or potential decrease in enrollment this year due to compliance with newly clarified requirements for credentialing and class-size ratios. CICA's commitment to continuous improvement has required updates to enrollment policies and procedures that have temporarily reduced its total enrollment capacity for the 2025-2026 school year.

Five-Year Enrollment Rollout Plan

As of September 2025, CICA has 900 students enrolled and will implement a steady, sustainable growth plan over the next five fiscal years. CICA is in the process of reviewing teacher case loads and enrollment in order to enroll more students at CICA to meet the expected enrollment of 1500. Growth will remain aligned with the school's capacity to hire and develop additional K-12 credentialed teachers. The planned five-year enrollment rollout is as follows:

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Academic Year	Students enrolled
2025-2026	1,500
2026-2027	1,650
2027-2028	1,815
2028-2029	1,997
2029-2030	2,196

- Enrollment Caps: Each class will have an enrollment cap of 25:1 to ensure compliance with Independent Study requirements under Education Code section 51745.6, subdivision (d).
- Monitoring and Rebalancing: CICA Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.

Admission Process

CICA has implemented a comprehensive admission process to prepare and place incoming students. This process includes registration, grade level placement, an overview of student expectations and services, and covers any technology-related needs. This enrollment process ensures students are fully supported from registration to their first day, setting them up for success at CICA.



2025-2026 ACADEMIC SCHOOL CALENDAR

JULY 2025

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

AUGUST 2025

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

SEPTEMBER 2025

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

OCTOBER 2025

Su	M	T	W	Th	F	Sa
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19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 2025

Su	M	T	W	Th	F	Sa
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9	10	11	12	13	14	15
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23	24	25	26	27	28	29
30						

DECEMBER 2025

Su	M	T	W	Th	F	Sa
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21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2026

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25	26	27	28	29	30	31

FEBRUARY 2026

Su	M	T	W	Th	F	Sa
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22	23	24	25	26	27	28

MARCH 2026

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22	23	24	25	26	27	28
29	30	31				

APRIL 2026

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19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2026

Su	M	T	W	Th	F	Sa
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE 2026

Su	M	T	W	Th	F	Sa
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

First/Last Day of School · Staff Development · Holiday/ No School · No School · End of Term & PD · Teacher PD

July 1 - Aug 1	Summer Break	Jan 19	Martin Luther King Jr. Day	May 25	Memorial Day
Aug 4 - Aug 13	Staff Development Days	Feb 12	Lincoln Day	Jun 19	Juneteenth
Sept 1	Labor Day	Feb 16	Presidents' Day	Jun 29 - Jun 30	Staff Development Days
Nov 12	Veterans Day Observed	Mar 27	César Chávez Day Observed		
Nov 24 - Nov 28	Thanksgiving Break	Mar 30 - Apr 3	Spring Break		
Dec 22 - Jan 2	Winter Break	Apr 6 - 7	Staff Development Days		

[CICA's Program Goals and Student Learning Outcomes]

CICA has established three Schoolwide Learner Outcomes (SLOs):

- **Academic Growth:** Students demonstrate measurable achievement each term through standards-aligned assessments and performance tasks.
- **Career Progress:** Students make documented advancement toward their individualized education and career goals.
- **Digital Communication:** Students use technology effectively and responsibly for personal, academic, and workplace communication.

Many students enter CICA with significant gaps in English language proficiency, academic skills, communication, and technology use. These SLOs are designed to close those gaps and set students on a path to long-term college, career, and community life. To implement these goals in our classrooms and bridge individual goals to content standards, we embed Integrated English Language Development supports within the facilitation of learning across all content areas. We monitor progress through course and credit completion, common formative assessments, and CASAS progress monitoring data.

By offering adult education to students aged 22 and older who have not yet earned a U.S. high school diploma, we work to reduce educational inequity. Our programs are anchored in K-12 state standards shaped by the needs of our students and community and grounded in a deep commitment to equity and social justice. We emphasize technology fluency, workforce readiness, and supportive services that remove barriers to persistence and completion. At CICA, we believe in our students, we believe in our community, and we believe that it's never too late to achieve one's goals.

CICA Satisfactory Student Progress

CICA has established a Satisfactory Academic Progress (SAP) policy (BP 5120) to ensure that students are consistently advancing toward their academic and career goals. This policy applies to all students enrolled in high school education. To remain enrolled, students must meet SAP standards, which include maintaining a minimum GPA, earning required credits, making measurable progress in English language acquisition (for ELD students), and fulfilling the specific SAP criteria of their CTE programs. SAP is evaluated every six weeks, and students who do not meet the requirements may be placed on Academic Notice. Continued noncompliance will result in disenrollment.

Attendance and engagement are also key components of SAP evaluation, with manual attendance records retained for at least three years in accordance with California regulations. Students who do not meet SAP in their CTE program may appeal by submitting a written reflection and evidence of corrective actions. Approved appeals result in a probationary period during which students must meet SAP standards to maintain enrollment. The policy aligns with state and federal regulations and is reviewed regularly to ensure legal compliance and support for student success.

The Instructional Leadership Team: Stewards of CICA's Academic Goals

CICA's program goals are guided and supported by the Instructional Leadership Team (ILT), a cross-functional leadership team that ensures academic excellence and coherence. The ILT is composed of the Chief Academic Officer, principals, teacher leaders, the Director of Professional Learning, the CASAS Coordinator, and the Director of Curriculum. Meeting biweekly, the ILT reviews student learning data, designs responsive professional learning, and incorporates teacher feedback to continuously improve instruction. The team works to align goals, accountability measures, and instructional priorities, providing instructors with a roadmap of how these efforts intersect to form CICA's core academic vision.

Common Core Standards

CICA is committed to providing a rigorous, standards-based education that meets the unique needs of adult English language learners while ensuring students progress toward California State Standards across all subject areas. Our curriculum design and instructional practices are systematically aligned with the California Common Core State Standards for English Language Arts and Mathematics, the Next Generation Science Standards, and the California History-Social Science Standards. We integrate English Language Development (ELD) standards with content area instruction, utilizing sheltered instruction strategies and culturally responsive teaching practices that honor students' diverse linguistic and cultural backgrounds. Teachers employ scaffolded approaches to make grade-level content accessible, incorporating visual supports, collaborative learning structures, and native language resources when appropriate to support comprehension and academic language development. Through regular assessment of both English proficiency growth and content mastery, we continuously monitor student progress, adjusting instruction to meet learners where they are while maintaining high expectations for academic achievement.

Core Subjects

CICA offers students access to an A-G curriculum in English Language Arts, Mathematics, Science, History/Social Studies, and a range of electives.

English Language Arts

The English Language Arts sequence moves students through a progressive sequence from foundational grammar and language skills to advanced writing, research, and literary analysis. Rooted in Common Core standards, the curriculum emphasizes critical thinking, effective communication, and collaboration. Students engage with diverse fiction and nonfiction texts from various cultures centered on Social-Emotional Learning themes. Students develop skills in reading comprehension, argumentation, and narrative writing. The program culminates in advanced coursework focused on research proficiency, source evaluation, and multimedia presentations, preparing learners for academic and professional communication success.

Mathematics

Mathematics courses build essential numeracy and problem-solving skills through a sequence aligned with the California Common Core standards, beginning with Pre-Algebra and progressing through Algebra 1 and Geometry. Students gain proficiency in fractions, decimals, ratios, proportions, equations, and geometric concepts, with an emphasis on applying

mathematical reasoning to real-world contexts such as financial literacy. Instruction develops critical thinking and multiple forms of representation—numerical, graphical, verbal, and symbolic—preparing students for higher-level math and everyday applications.

History and Social Science

The History-Social Science courses provide students with a comprehensive understanding of civics, U.S. history, world history, government, economics, and ethnic studies. Instruction integrates literacy and critical thinking while connecting academic content to students' lived experiences. Students explore foundational principles of democracy, historical events, cultural diversity, and economic systems, emphasizing analytical skills through document analysis and inquiry-based learning. The curriculum prepares students to engage as informed citizens, fostering cultural awareness, social justice, and active participation in society.

Science

The Science courses offer foundational courses in Earth Science and Life Science, fulfilling graduation requirements while building scientific literacy and critical thinking. Earth Science introduces students to the dynamics of Earth and space systems, climate, natural phenomena, and human environmental impact. Life Science covers biological concepts such as chemistry, biodiversity, population dynamics, genetics, and environmental interactions. The curriculum emphasizes conceptual understanding and real-world application of scientific principles.

Visual and Performing Arts

The Visual and Performing Arts courses introduce students to fundamental concepts in stage performance, music theory, and vocal technique. Courses cover stage presence, character development, and the structure of the music industry, alongside foundational music theory, history, and vocal training. Students develop confidence and skills for performance and gain an understanding of music's cultural significance, preparing those interested in careers in music, theater, or entertainment.

Electives

CICA's Elective offerings allow students to strengthen literacy, communication, critical reading, and public speaking skills. Courses like Reading for Pleasure foster a love of reading through engagement with socially relevant themes, enhancing comprehension and analytical abilities. Public Speaking electives build students' rhetorical knowledge, speech planning, and presentation skills while promoting ethical communication and confidence. These courses enrich students' academic experience and prepare them for effective expression in various personal and professional contexts.

English for Work and Life Series

The English for Work and Life Series supports students at all stages of English acquisition, from emerging literacy to intermediate fluency. Courses emphasize systematic instruction in phonics, vocabulary, grammar, and real-world communication. Students progress from recognizing letters and sounds to composing organized paragraphs and participating in workplace and academic conversations. Through engaging, high-interest content and digital literacy tasks, learners gain the language and confidence needed to succeed in academic, personal, and professional settings.

Curriculum Adoption

In 2025, Highlands followed an articulated curriculum adoption process to procure Savvas, a standards-aligned curriculum for CICA courses. We received guidance from our UMass Global partner, which has extensive experience with curricular materials that best serve English Language Learners. The process was guided by UMass Global experts and included EdReports recommendations, analysis of materials used by surrounding districts, vendor demonstrations, and structured teacher feedback. We sought teacher feedback around our top choices and delivered our final proposal to the board, which approved our recommendation. We selected Savvas for its single, user-friendly platform for teachers and students, high ratings on EdReports, and adoption by large districts such as TRUSD, EGUSD, and LAUSD. To support strong implementation, the start of classes was delayed to August 14, 2025, allowing teachers to gain familiarity and comfort with the new curriculum. Teachers met in PLCs to build their knowledge of the standards-aligned curriculum. The Savvas adoption includes access to both an online digital curriculum, teacher edition textbooks, and student workbooks.

Supports for English Learners Level 0-1

ABCEnglish: A curriculum provided by an external agency, ABCEnglish offers literacy-level lessons ideal for students who are new to learning English. Lessons are presented through accessible slides and worksheets designed for classroom delivery.

Burlington English: An online English language learning platform offering both teacher-led lessons with presentations and printable materials, as well as self-paced student lessons accessible by phone or computer. The program integrates reading, writing, listening, and speaking skills, and includes thematic content, short stories, citizenship, and Workplace English and CASAS practice modules.

EL Civics Curriculum: Thematic packets intended to support English Language Learners with English language acquisition, civic participation, and workforce skills. Aligned to ESL objectives from CASAS and NRS ESL levels.

Standards-Based Instruction

To ensure alignment with educational standards and to support student achievement, CICA's curriculum has been developed, adapted, or adopted in accordance with the following:

- California Common Core State Standards (CCSS)
- WIOA English Literacy
- Literacy (EL) Civics Objectives
- Comprehensive Adult Student Assessment Systems (CASAS) Reading Standards
- CASAS Competencies

Instructional Methods

As an independent study school, CICA provides flexible, individualized learning supported by a range of online curricular resources. The nature of independent study and learning allows students to progress as quickly as they like with self-paced learning opportunities. Teachers meet with each student a minimum of once per week – synchronously via Zoom or in person- to monitor progress, review work, and adjust support. While most coursework is asynchronous, English Learners receive targeted, synchronous support (Zoom and in person) using content-

based instruction (CBI). Instruction includes both designated English language development and integrated approaches aligned with Common Core State Standards.

Independent Study Legal Compliance

The Charter School will comply with all applicable independent study laws and regulations, including but not limited to Education Code Sections 51745, et seq.; 47612.5; 47634.2; Title 5, California Code of Regulations, Sections 11700-11705; and 19850-19854. These laws require, that the Charter School will operate pursuant to an adopted independent study Board policy; each student will have a master agreement as required by law; and the Charter School will receive an approved funding determination by the State Board of Education as a condition of funding.

Assessment to Advance CICA Goals

CICA Employs Multiple Measures to Monitor Learning and Inform Instruction.

- **Formative Assessments:** These include ongoing evaluation through teacher observation, projects, presentations, and performance tasks.
- **Summative Assessments:** End-of-unit and semester evaluations measuring mastery of learning objectives. These assessments are part of the core curriculum.
- **Portfolio Assessments:** Student-led self-assessment using assignments of choice to demonstrate learning in students' focal areas. The ILT is currently mapping the implementation of the portfolio project.
- **Student Surveys:** Self-perception data helps us to understand the student experience.
- **CASAS Testing:** Comprehensive Adult Student Assessment System, a competency-based adult assessment program validated by the U.S. Department of Education for use in adult education conducted after 70-100 hours of instruction time. The assessment is administered every 6-8 weeks.
- **CAST:** California Science Test, a state assessment mandated for those in high school.
- **CAASPP:** California Assessment of Student Performance and Progress, a state assessment mandated for those in high school grade 11.
- **EL Civics Assessments:** Administered three times per program year
- **ELD Level Placement Test:** Placement at enrollment
- **ELD Level Exit Test:** Administered to determine readiness to advance to the next ELD level

Professional Development That Drives Improvement

High-quality professional learning at CICA is about creating a learning system, not just training. It is more than training staff in best practices; it is about creating a culture of curiosity that acknowledges the uncertainty that is inherent in teaching and learning. Central to our revised professional learning program is creating a practice of inquiry at the leadership level that focuses its interest on the practitioners working most closely with the students. What are teachers learning about their students' learning? Where are teachers' gaps in knowledge and capacity? These are the questions that inform the design and goals of the professional learning offerings.

CICA leadership works in partnership with CICA principals and teacher leaders through the ILT

to take a partnership approach to designing professional learning. Core beliefs about practitioner-based learning that inform the CICA approach to professional learning include:

- Teaching is complex and uncertain work that requires an inquiry stance to ensure that students' needs are at the center.
- Adult learning thrives on agency and relevance with clear goals and progress markers
- For instruction to be changed and improved, the learning experience of students must be visible
- Educators (teachers and leaders) are professionals engaged in important work, and they deserve a level of professional support and care that takes their work seriously.
- Pursuing collective goals is essential to supporting systems transformation

Professional Development Focusing on Language Acquisition

Central to CICA professional development is continuously developing strong instructional strategies to meet the needs of our ELLs. Supporting English Language Learners effectively requires ongoing professional learning and reflection. All CICA educators engage in continuous inquiry about how to better serve our multilingual learners.

Language-Responsive Teaching Practices

Our professional learning focuses on developing instructional strategies that make content accessible while maintaining high expectations. This includes training in visual supports, collaborative learning structures, and formative assessment techniques that help teachers understand what students know and can do.

Cultural Responsiveness and Asset-Based Thinking

We work to examine our own assumptions about language learning and ensure that our instructional practices build on students' cultural and linguistic strengths. This includes learning about our students' educational backgrounds and understanding how different cultural approaches to learning can inform our teaching.

Data

~~We believe that education needs to target the ultimate needs of students, such that they gain relevant skills and knowledge to be successful in their lives. We believe different students have different needs, so following a Theory of Constraints model, it is critical to have education that targets those specific needs, otherwise success will not occur. We recognize that all 21st century careers require technical skills and the ability to apply theory and academics to support those skills.~~

~~We believe that we must strive for greater efficiency and productivity in the learning process to help students to succeed, but that efficiency and effectiveness are only gained when students can retain and apply what they learn, and any "accelerated" program in which students can not apply the skills and knowledge they learned is actually decelerated learning, or worse.~~

~~We believe in making data-driven decisions in line with the scientific method, such that strategies are clearly planned for the long-term, but that logistics are only detailed for the short-~~

~~term, with the understanding that the future is unknown, partly unknowable, and schools must have the ability to be flexible and adapt to an ever changing environment.~~

~~We believe in accountability to accurate principles. We believe there are mutually exclusive philosophies of either falsely believing we already know all the answers, or truly knowing that we can determine the answers as we gain more knowledge. We recognize that all forms of evaluation, whether of student learning, faculty teaching, accuracy and relevancy of content, or effectiveness of methodology will always have error, and that it is our job to reduce the error, and determine which direction is best for the system as a whole. We believe in sharing what we have learned and developed with others, such that we support open content, open source software, and open access to information.~~

~~It is on this strong foundation of principles that our petition for a multi-campus adult serving charter school is being submitted, and from which we believe success will result.~~

~~***Community Characteristics and Need***~~

-Informed Decision Making

As part of our inquiry-based PLCs, we develop systems for collecting and analyzing data about student language development that go beyond test scores. This includes documentation of student growth in academic discussions, writing development over time, and students' own reflections on their learning progress through portfolios.

Our commitment to English Language Learners extends beyond language acquisition to encompass the full development of students as confident, capable learners who can succeed in their chosen academic and professional pathways. Ultimately, we measure our success not just by English proficiency gains, but by our students' ability to use their multilingual skills to contribute meaningfully to their communities and achieve their educational goals.

CICA Professional Learning Structures

Bi-Weekly Friday PD

Our bi-weekly Friday afternoon professional learning sessions are designed as both collaborative inquiry spaces where educators engage in job-embedded learning directly connected to their daily practice, and also an opportunity to receive specialized instructional support that they or the Instructional Leadership Team (ILT) has requested. These sessions follow a flexible structure that can shift between collective inquiry—examining student work and learning data to collaboratively problem-solve around specific instructional challenges—and targeted professional development that addresses identified needs such as trauma-informed pedagogy, advanced strategies for supporting students with interrupted formal education, or innovative approaches to integrated content-language instruction.

Teachers work in cross-disciplinary teams when engaging in inquiry cycles, analyzing how their students are navigating rigorous academic content and sharing effective practices for maintaining high expectations while providing comprehensive support. When focused on specialized instruction, sessions might feature expert facilitators, peer observations with feedback, or deep

dives into research-based strategies that teachers have specifically requested to strengthen their practice. This dual approach ensures that professional learning is both responsive to emerging classroom needs and proactive in building the specialized expertise our diverse adult learner population requires, while maintaining our commitment to practitioner-centered learning that directly impacts student success.

Bi-Monthly Principal PLC

Led by the Chief Academic Officer, principals analyze school-level data, align support systems for ELLs and students with interrupted formal education, and develop coordinated systems responses. This principal learning community operates as a space for collaborative problem-solving where school leaders can examine challenges, share effective practices, and develop coordinated approaches to supporting their unique adult learner populations. Sessions focus on analyzing school-level data to understand how students are progressing toward their educational goals, discussing instructional leadership strategies that support teachers in serving English Language Learners and students with interrupted formal education, and developing systems-level responses to emerging needs within their school communities. The Chief Academic Officer facilitates these meetings using the same inquiry-based approach that guides teacher professional learning, encouraging principals to bring real dilemmas from their practice, examine multiple perspectives, and test solutions collaboratively. This structure ensures that leadership decisions are grounded in evidence and aligned across both school sites, while providing principals with the professional support and intellectual partnership they need to lead effectively in the complex landscape of adult education. The PLC also serves as a space for principals to reflect on their own growth as instructional leaders and to coordinate their efforts in supporting teacher development and student success.

Twice Weekly Teacher PLCs

Teachers engage in professional learning community work twice weekly, with sessions strategically designed to strengthen both instructional planning and data-informed decision making. One session each week is dedicated to collaborative planning time where teachers work in grade-level or content-area teams to design learning experiences that integrate rigorous academic content with the specific supports their English Language Learners and students with interrupted formal education need to succeed. These co-planning sessions allow educators to share strategies, align expectations across courses, and ensure that assessment practices accurately capture student growth while maintaining high standards. The second weekly session follows protocols and practices that focus on collaborative examination of student work and performance data to understand learning patterns, identify instructional adjustments, and develop targeted interventions. During these data inquiry sessions, teachers bring actual student artifacts—writing samples, project work, assessment results—and engage in structured conversations that move beyond simply identifying which students are struggling to understand why certain approaches are or aren't working and what specific instructional moves might better support student learning. This dual structure ensures that teachers have dedicated time for both proactive planning and reflective analysis, creating a continuous cycle of improvement that keeps student learning at the center of all professional practice.

Teacher Coaching

CICA is launching Phase 1 of on-the-ground coaching by October 15, 2025. This will include the opportunity to observe instructional models, to co-plan with professionals with expertise in supporting students with interrupted formal education, and to engage in guided reflection on the impact of instruction.. Principals, the Director of Professional Learning, the Curriculum Coordinator, and teacher leaders will participate in a rigorous train-the-trainer model to enable sustained on-the-ground support of teachers' ongoing development.

The Role of Data and Assessments in Informing Instructional and Systems Improvement

Assessment is a core to instructional improvement at CICA. Not only does assessment tell us where our students are in their learning, but patterns in the data reveal where we need to focus our professional learning efforts. CICA is committed to creating a system that is responsive to what we are learning about our students and their needs. Leadership is curious about what is happening between the teacher and the student and rests its instructional improvement design on the data that comes from the classroom.

Formal Assessment and Improvement

The ILT will review CASAS data to understand students' academic progress and to track areas where we need to improve our instructional approach. In addition, the ILT will use CAASPP and CAST data to understand the general themes in improvement and then support teachers to use more granular classroom data to understand what is getting in the way of students making progress.

Informal Assessments and Improvement

Working in their PLCs teachers will use classroom-based data– both qualitative and quantitative to determine the areas of their practice where they would like more support. This is one source of the design for the content input on PL Fridays. The ILT will use classroom observation data to help determine the focus of improvement efforts.

Student Climate Surveys and Systems Improvement

Centering the students' experience as core to our approach to improving the learning experience The CICA instructional improvement process involves looking at both student mastery data and student perception data. One important source of student perception data is the student climate surveys. While we do not rely on this self-report data to give us the whole picture of the student learning experience, the data provides valuable insights into CICA's social and emotional conditions for learning. Annual anonymous surveys are administered in multiple languages (e.g. English, Arabic, Spanish, Persian, Armenian, Pashto, Russian, Turkish, Ukrainian, Vietnamese, Chinese). Students access surveys via QR codes, push notifications, in-class support, and the Brain app; paraeducators provide language assistance. Survey domains include relationships, classroom climate, resources, goals/progress, safety/facilities, CTE/workforce, and curriculum/instruction.

Students have access to completing these surveys via QR codes, push notifications sent to their cell phones, with the support of their teachers in their classrooms, and via the Brain app. Teachers encourage and support student participation by engaging students in lessons that have practice surveys. Paraeducators are also utilized to provide language support during this process.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

The purpose of these surveys is to understand the following:

- Relationships
- Classroom Climate
- Classroom Support and Access to Resources
- Goal Setting & Student Progress
- Safety, Maintenance, and Facilities
- Workforce and CTE Programs
- Lessons, Instruction, and Curriculum

CICA students are asked to read each statement and indicate their level of agreement with the statement from the following options:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

The table below shows the percentage of CICA students who agree or strongly agree with each statement for the year indicated for the last three years.

Question	22-23	23-24	24-25
Lessons help me in my daily life.	87%	84%	93%
Lessons are interesting.	87%	86%	93%
I know what I need to do to make progress in my classes.	90%	90%	93%
The lessons (in person or online) help me learn (My teacher offers me an opportunity to learn everyday).	93%	89%	95%
I have the learning materials (pencils, notebooks, binders, books) I need to learn.	90%	84%	89%
I have the technology I need to learn.	91%	91%	95%
The school, classrooms, and buildings are clean and in good condition.	92%	93%	89%
The school tells me important information regularly (holidays, school announcements, events).	95%	95%	96%
All students from different backgrounds and countries are treated kindly (the same).	95%	97%	96%
All students from different cultural backgrounds, races, or ethnicities respect each other at school.	98%	96%	94%
My teacher really cares about me and respects me.	98%	98%	98%
My counselor really cares about me and respects me.	94%	92%	90%
The school helps me turn my college and career goals into a plan.	85%	82%	88%

I know how to get help if I feel sad, stressed, lonely, or depressed.	82%	81%	87%
I want to learn more about mental health and how to deal with stress.	48%	49%	59%
I feel connected to the school, my classmates, and teacher.	80%	77%	86%
I feel safe at school (I trust our leaders to make our school safe).	93%	93%	90%
I know how to log in and check my student email.	95%	96%	97%
I know how to log in to my online learning tools	89%	92%	96%
CICA helps me learn to use technology by giving mobile devices and digital literacy training.	89%	88%	94%
I use my school phone, Chromebook, or hotspot 5 or more days a week	ND	ND	73%

**ND denotes that there was no data available for that school year*

Student Academic Supports

Many of our students have little prior education in their native language and, for many of them, they come in with low levels of English, CICA provides extra support to ensure students' academic success. Teachers are available to meet with students by appointment to support students who are struggling academically.

Paraeducators

Paraeducators who work with credentialed teachers play an important role in supporting translation for our Level 0 students. There are wide variations in English learner levels and growth patterns among these students. Paraeducators work with our credentialed teachers to provide the individualized support needed to address varied student needs and learning patterns. They provide crucial language scaffolding by offering clarification in students' native languages when needed and creating more opportunities for meaningful language practice. Additionally, paraeducators who share students' cultural backgrounds create a more comfortable environment that reduces the anxiety often experienced by newcomers. While teachers focus primarily on academic instruction, paraeducators can provide crucial social-emotional support that newcomers need to navigate their new educational environment successfully. To improve student support with the CICA systems and academic support, CICA is looking to rebuild its paraeducator staff.

Literacy Support

During the 2025-2026 school year, CICA has budgeted for staff to provide literacy support to help English learners. This will focus on building literacy through phonemic awareness, phonics, vocabulary building, pronunciation, and writing skills.

Tutoring Program

CICA is currently redesigning a tutoring program for students. In prior years, the tutoring was delivered online. Based on feedback from students and staff, online tutoring did not effectively

meet the needs of our student population. Key challenges, detailed below, included a lack of digital literacy skills, low student engagement, and limited availability of support. The new tutoring program will be responsive to these findings. As of this material revision, the CAO of HCCTS is conducting a review of potential tutoring approaches and Phase 1 of implementation will occur by October 25, 2025.

CICA Students & Devices

All CICA students are provided Chromebooks and hotspots so they are able to access their online learning tools, including their online curriculum.

Challenges for Students Accessing Online Tutoring

- Cultural Barriers: Afghan Women
  - Afghan women have the most urgent needs of all the populations we serve
  - Afghan women will not work one-on-one with male tutors
  - Afghan women typically have low technical skills
  - Afghan women typically have low literacy skills
  - In-person, woman-to-woman support by Dari- and Pashto-speaking academic staff is needed for this population
- Technology Accessibility
  - Students with low tech skills may not be able to access online tutoring that requires an online login
  - Students without internet access at home
  - Students without computers or laptops at home
  - Most online tutoring is chat-based
- Linguistic Barriers
  - Top 5 languages are: Dari, Pashto, Ukrainian, Russian, and Spanish
  - English-speaking tutors cannot effectively support students with low English proficiency

Instructional Days and Minutes Calculations

As a traditional independent study school, CICA ensures it meets instructional time requirements by documenting daily student engagement, evaluating work products for time value, and offering synchronous and asynchronous learning opportunities. Time value-earned depends on the certified teacher's judgment of individual work products and the time value that the teacher deems appropriate based on the teacher's assessment of the pupil's individual needs and capacities.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record. The Assigned Work Record contains a record of daily engagement and documentation of the time value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar.

Graduation Requirements

A diploma requires 180 high school credits: 110 Academic (including 10 Workforce Readiness credits) and 70 Elective/CTE credits. Transfer and verified employment credits may apply. Once

180 credits are verified, students may apply for the diploma and are invited to the graduation ceremony.

Counselors develop graduation plans, conduct regular check-ins with progress reports, and—beginning **2024–25**—advise on **A–G** pathways for college readiness.

Statutory compliance:

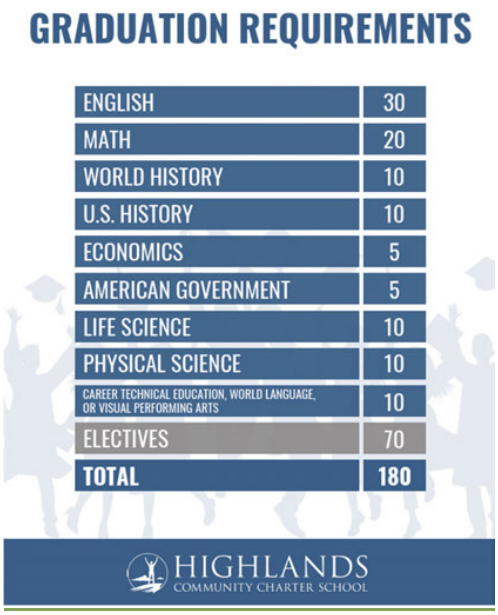
- **AB 101 (Ethnic Studies):** Offer a one-semester course; required for students graduating in **2029–30** and beyond (subject to appropriations).

- **AB 2927 (Personal Finance):** Offer a one-semester course by **2027–28**; required for students graduating in **2030–31** and beyond.

Counselors help ensure students meet graduation requirements by developing graduation plans and conducting regular check-ins. During check-ins, counselors update students on their academic progress, including credit attainment and requirements remaining to meet graduation requirements. Each student is provided with an academic progress report. Beginning in the 2024–2025 school year, we have adopted A–G approved courses to expand college readiness opportunities for our students. As part of this effort, counselors engage students in conversations about their aspirations for higher education as they approach the high school program.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and require that students complete the same as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and require that students complete the same as a graduation requirement commencing with students graduating in the 2030-31 school year.



Attendance Policy

CICA maintains SOPs compliant with Board Policies and **EC §§ 51749.5–51749.6**. Daily engagement with assignments and synchronous instruction is tracked and retained for at least **three years**. With the approval and oversight of the District, CICA will establish and maintain attendance SOPs compliant with Board Policies and EC § s 51749.5 and 51749.6. At all times, students' daily engagement with assignments and synchronous instruction will be tracked and recorded, and the records will be maintained for a minimum of three years. The time value of all attendance awarded will be at the judgment of a certified teacher. In any instance where in-person attendance is a requirement, such as participation in CTE programs, in-person attendance will be recorded by a certified teacher, and attendance records retained for a minimum of three years.

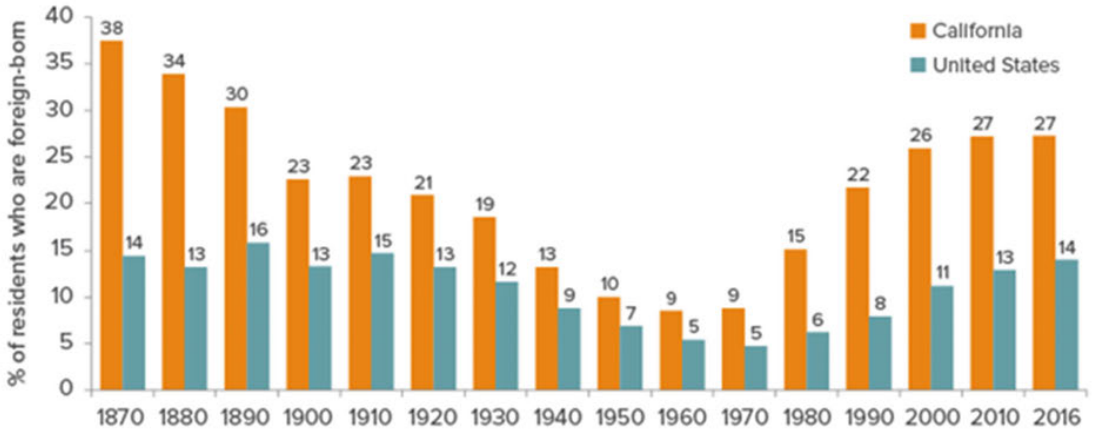
Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record. The Assigned Work Record contains a record of daily engagement and documentation of the time value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar.

~~California~~

~~Immigrants in California (A Community of Immigrants)~~

~~According to the Public Policy Institute of California (PPIC), there are approximately 10 million immigrants in California, which is about one quarter of our state's total population. We have more immigrants in California than in any other state in the nation. According to the US Census, half of all children in California have at least one immigrant parent. Of those immigrants, almost 80% of them are working age adults, and approximately 34% of them do not have a high school~~

~~diploma. Although immigrants are just as likely to work as Americans, they tend to make 24% less money. It is imperative that these immigrants have the opportunity to access education, learn English, complete their high school diploma, and attend vocational training and/or college. Research shows that many foreign-born immigrants and minorities have lower high school graduation rates. Below is a graph that shows immigrants living in California and the United States by year from 1870-2016.~~



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

~~Sacramento's Demographic Information~~

~~In 2002, the Civil Rights Project at Harvard University labeled Sacramento the most diverse city in the United States. According to the US Census Bureau as of July 2017, the population of Sacramento is 45% white, 23% Hispanic, 16% Asian, 11% black, and 6% are two or more races. Demographers expect the minority population to continue to grow in Sacramento and it is estimated that by 2050 Sacramento will grow by 54%. It is estimated that in Sacramento 62% of the population speaks English as a first language while 38% are English learners. In Sacramento, our minority populations are more likely to experience poverty than the white population. In Sacramento only 14% of the white population is socioeconomically disadvantaged, compared to 28% of the black population, 27% of the Hispanic population, 26% of the Native population, and 23% of people who identified as two or more races.~~

~~Sacramento's Workforce~~

~~Approximately 62% of people living in Sacramento are participating in the workforce with employment at 56% and unemployment at 10.5%. Minority groups have higher rates of unemployment with 17% unemployment for our black population, 15% for people who identified as two or more races, and 14% for Native Americans. Level of education is directly related to employment with a positive linear relationship. As of 2017, the median income in Sacramento was $60,239 with just over 14% of people in Sacramento living in poverty.~~

~~Sacramento's Education~~

~~For people living in Sacramento without a high school education, only 56% of them are employed compared to 70% of high school graduates, 78% with some college, and 87% for those~~

~~with a bachelor's degree or higher. Within the Twin Rivers Unified School District, 31.7% of students drop out between ninth and twelfth grade with nearly 500 more students who stay enrolled through twelfth grade but do not graduate. According to the 2010 Census, up to 20% of adults living in the Twin Rivers Unified School District do not have a high school diploma or equivalent (Public Policy Institute of California, 2012). According to the US Census data in 2017, approximately 30% of people living in Sacramento have a bachelor's degree, while the remaining 70% do not.~~

The Need for California Innovative ~~*Learning*~~Career Academy

The area covered by the Twin Rivers Unified School District has tremendous educational needs. While some of these needs were met in the past by the adult education program of Twin Rivers Unified School District, with budget cuts, most of these opportunities have gone away for those who do not have a U.S. high school diploma. ~~-~~This has greatly impacted student access to dropout recovery, as well as programs serving ex-offenders and immigrants. ~~–~~All of these groups not only have a direct need for services, but by helping them, ~~we~~CICA also ~~help~~helps the state of California by reducing welfare services, reducing recidivism, increasing the tax base, and increasing the cohesiveness of our society.

The Need for Dropout Recovery

Research has demonstrated that within a school year, a student drops out of high school every 9 seconds in the United States (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). Further, according to the California State Legislature, "Research suggests that fewer than 70 percent of 9th grade pupils in California, and in some school districts, fewer than 50 percent, graduate from high school" (Carter, 2011).

The Need to Educate Ex-Offenders

High school dropouts are much more likely to become incarcerated, and many families in the Twin Rivers district are affected by having a family member who is an ex-offender. California Innovative Career Academy will be able to help rehabilitate these ex-offenders and provide them with real job skills. ~~-~~By being able to provide for their family ~~in a legitimate manner, the~~through legal employment, children of ~~the~~ ex-offenders will have better role models and be more likely to break the cycle of crime. ~~Without serving this unserved population, the problem will just continue to grow in the Twin Rivers district.~~

~~Beyond the family, the community benefits when ex-offenders gain the skills needed to get a livable-wage job. For example, in our Truck Driving program, Linda Fowler (Site Administrator) has had as low as a 7% recidivism rate (California Performance Review Panel, 2004). This lowers the tax-burden to the community and California by these "tax-takers becoming tax-makers," to quote County Supervisor Phil Serna.~~

~~***The Need to Educate and Acclimate Immigrants***~~

~~Sacramento has been labeled "America's Most Diverse City" (Stodghill & Bower, 2002), with many first generation immigrants. It is critical that new immigrants are able to learn the most common language and cultural norms of the United States to integrate and identify with being part of our nation. Without having this opportunity, immigrants tend to stay in their own ethnic~~

~~communities, which then makes our nation becomes less of a United States of America. CICA will provide educational opportunities for immigrants to learn English, obtain U.S. Citizenship, and get a U.S. high school diploma.~~

Benefits and Potential Impact on Twin Rivers Unified School District

CICA will have a positive benefit to the Twin Rivers Unified School District. ~~-~~Given that CICA will serve adults, no students will come from existing Twin Rivers traditional K-12 schools. Further, by educating the parents of students in the Twin Rivers traditional K-12 schools, these younger students will likely have greater academic success. ~~-~~By ~~being~~authorizing CICA as an independent charter school, Twin Rivers Unified School District will not take on any ~~risk and~~additional risks or insurance costs of the charter school. ~~The general benefits of having an adult serving charter school can be found in "Reasons and Methods for California School Districts to Transfer Adult Education Services to Adult Serving Charter Schools" (Walker, 2013a).~~

~~***Aims and Vision of Our School***~~

~~Our mission is simple: *To Serve the Unserved*.~~

~~This petition contains an ambitious proposal that is quite achievable to build a charter school that targets key unserved groups of adult students and can provide the appropriate primary and secondary career technical education to help students from these groups to succeed.~~

~~**CICA will serve those who don't have a U.S. high school diploma and within this set we'll focus on general high school dropouts, parents, immigrants, and ex-offenders.**~~**Workforce Readiness**

The Workforce Readiness program equips students with essential career skills and technical knowledge across multiple pathways, preparing them for success in the modern workforce and further education. The *Workforce Readiness* course emphasizes digital literacy, career exploration, employability skills, and professional communication, supported by practical experiences such as resume building and mock interviews.

CTE Programs

CICA is currently in the process of developing the CTE program. To grow capacity and course offerings, our CTE program is entering a redesign. During the 2025-26 school year, we are thoughtfully using labor market data, community partnerships, and teacher input to shape offerings that will set our learners up for success. The plan emphasizes clear pathways, flexible schedules, strong language supports, and meaningful work-based learning. Courses will be carefully vetted and released in phases based on sustainable capacity and resources.

CICA will have seven CTE programs in the 2025-2026 school year:

1. Culinary Arts
2. Digital Literacy and Multimedia
3. Early Childhood Education (ECE)
4. Medical Services

5. Microsoft Office Specialist (MOS) Certification
6. Personal Finance
7. Real Estate

Culinary Arts

Culinary Overview
Introductory culinary skills with emphasis on safety, sanitation, knife skills, basic cooking methods, menu planning, and kitchen teamwork.

Culinary Target Certifications
- ServSafe Food Handler (all students)
- ServSafe Manager offered where feasible and appropriate

Culinary Program Requirements
- Safety routines, lab participation, and recipe labs portfolio
- Food handler exam completion; uniform and non slip shoes for lab days

Work-based Learning
- Guest chefs, site tours, catering practice for school events, community tastings
- sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Digital Literacy and Multimedia

Digital Literacy and Multimedia Overview

Practical digital storytelling with emphasis on device basics, file management, online collaboration, visual design, audio and video basics, and portfolio building.

Digital Literacy Target Certifications

- IC3 Digital Literacy certification where available
- Adobe Certified Professional exam prep in tools such as Photoshop, Illustrator, or Premiere Pro when feasible
- School issued certificate of completion with project portfolio

Digital Literacy Progress

- Curriculum outline drafted; equipment and facility scheduling in planning with partner

Program Requirements
- Completion of project based modules and a curated digital portfolio
- Regular practice in productivity and creative apps; responsible use and digital citizenship modules

Digital Literacy Work-based learning

- School communications projects, partner briefs, social media content labs, guest designers and media professionals

Digital Literacy Progress

- Curriculum outline drafted; device and software access plan in place with partner sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Early Childhood Education (ECE)

ECE Overview

Prepares students for entry roles in preschool and childcare settings with a focus on child development, safety, learning environments, and family partnerships. Strong language support embedded for multilingual learners.

ECE Target Certifications

- Pediatric CPR and First Aid
- California Mandated Reporter Training
- California Child Development Permit pathway awareness; assistance with Assistant or Associate Teacher permit application where eligible

ECE Program Requirements

- Attendance and completion of coursework and practicum tasks
- Readiness for site requirements when applicable (background clearance, TB test, immunizations per host site; program will help students navigate)
- Portfolio with lesson snapshots, observation notes, and reflections

ECE Work-based Learning

- Classroom observations, lab hours, guest talks with site directors, optional short externship when available

ECE Progress

- Currently in the process of hiring ECE teachers
- Curriculum map drafted using English for Work and Life for integrated language routines
- Site partner list in development for observations and talks

Medical Services

Medical Services Overview

Entry-level health care skills with emphasis on patient safety, infection control, vital signs, medical terminology, front office workflows, and team communication.

Medical Services Target Certifications

- American Heart Association BLS, CPR, and First Aid

- OSHA Bloodborne Pathogens awareness
- HIPAA privacy and security training
- Where feasible and appropriate: NHA Certified Medical Administrative Assistant exam prep

Program Requirements

- Safety routines, lab skills checklists, and a skills and reflections portfolio
- Completion of required CPR and safety training; appropriate attire for lab days

Work-based Learning

- Guest talks by medical assistants and clinic managers, site tours, mock front desk scenarios, community health events

Microsoft Office Specialist (MOS) Certification Prep

MOS Overview

Hands-on prep for industry-recognized Microsoft Office Specialist exams. Focus on Word, Excel, and PowerPoint with options to extend to Outlook or Access based on student goals.

MOS Target Certifications

- Microsoft Office Specialist Associate exams (Word, Excel, PowerPoint)
- Option to pursue additional exams for Expert level where appropriate

MOS Program Requirements

- Regular practice in Office applications; completion of scenario-based projects
- Exam readiness checks; testing through a Certiport Authorized Testing Center (onsite or partner)

MOS Work-based Learning

- Real-world admin projects, resume and report formatting, data dashboards for career pathways

MOS Progress

- Two MOS CTE teacher positions posted
- Certiport testing access plan underway (site authorization or partner center)

Personal Finance

Personal Finance Overview

Practical money skills for work and life: banking, budgeting, credit, debt, insurance, taxes, benefits, and introductory investing. Currently offered; will continue within CTE to strengthen career readiness.

Personal Finance Target Certifications

- Local certificate of completion with portfolio evidence
- Optional third-party exam (for example, W!se Financial Literacy Certification) if adopted by the school

Personal Finance Program Requirements

- Completion of unit tasks and a capstone budget and benefits plan
- Demonstration of digital skills for online banking simulations and tax prep scenarios

Personal Finance Work-based Learning

- Speakers from banks and credit unions, mock benefit selection, VITA site visit when available

Personal Finance Progress

- Running now; pacing and assessments aligned to power standards are being finalized for 2025–2026
- Curriculum outline drafted; lab equipment and site visit scheduling in planning with partner clinics
- Instructor recruitment plan prepared (internal posting or partner hire)

Real Estate

Real Estate Overview

Foundations of residential real estate with emphasis on California practice and principles, ethics, property types, basic finance, contracts, and client communication.

Real Estate Target Certifications

- Preparation for the California Real Estate Salesperson license pathway
  - Completion of required coursework hours and state application steps
  - Exam readiness checks and study support

Real Estate Program Requirements

- Completion of course modules and case studies; portfolio of forms, disclosures, and client communication samples
- Attendance at exam prep sessions; Live Scan and state application guidance provided

Real Estate Work-based Learning

- Guest brokers and agents, office tours, open house observations, neighborhood property walks, mock client meetings

Real Estate Progress

- Curriculum outline drafted; broker partner interest meetings underway
- Instructor recruitment plan prepared (internal posting or partner hire)

CTE Program Accountability And Progress Indicators

- Access: enrollment by site and pathway; ELD levels served
- Engagement: attendance and weekly progress submissions

- Learning: pass rates on unit performance tasks and portfolios
- Credentials: number of certifications earned (ServSafe, MOS, CPR/First Aid, Mandated Reporter, optional personal finance cert)
- Work-based learning: hours, site visits, guest speakers, externship participation
- Placement and advancement: students moving into jobs, internships, capstone, or next-level training

Transferability of Courses

~~Content *of Curriculum*~~

~~It is clear that in the 21st century, being an "educated person" means more than learning traditional academics. Statistics usually slice the population into categories based solely on level of academic attainment, showing that college graduates tend to do better in the job market than those with only a diploma, who in turn tend to do better than high school dropouts.~~

~~But these statistics can be misleading, because surveys of employers show that they want skills and experience in their employees. This is why graduates with career focused degrees, such as engineering, law, or health care degrees, do better in the job market than those who have English or philosophy degrees. Further, it is why "blue collar" workers who are highly skilled generally do just as well, if not better than, college graduates. We believe that the elitism of believing that the only path to success is through a college degree needs to end. This is why CICA will be a career technical education (CTE) focused school, which will work to ensure that all graduates have the knowledge and skills in a specific career pathway, such that they are sufficiently competent to gain employment upon graduation, and also to be prepared to enter a community college or postsecondary vocational school, if they so choose.~~

~~This is clearly in line with the eight (8) state priorities, as the mission statement for the Common Core State Standards states: "The standards are designed to be robust and relevant to the real world, reflecting the knowledge and skills that our young people need for success in college and careers." CICA believes that there is no better way to teach to the standards and accomplish this goal of preparing students for success in their real-world careers than through teaching the standards in line with career technical education (CTE).~~

~~We believe that it is critical to link academic topics to experiences that are relevant to students. This can clearly be seen in a study of high school dropouts which showed that 81 percent of dropouts said there should be more opportunities for real-world learning. This study also gave evidence that many dropouts want more experiential learning and want to see a connection between school and getting a good job (Bridgeland, DiIulio, Jr., & Morison, 2006).~~

~~As an example of how we will accomplish this, one of the industry sectors that our school will focus on is that of transportation, initially including truck and bus driving, and later having have both a Diesel Mechanic and Auto Body Repair program. In these career pathways, we plan to offer a course in the Algebra and Physics of Transportation, in which students will learn to apply the Common Core High School Algebra Standards through learning the Physics of how Vehicles~~

~~work, aligned with the California Science Standards. Similar integrated academic courses will exist with English Language Arts, where Common Core emphasizes reading and writing technical documents.~~

~~Other industry sectors that CICA plans to provide career pathways within include transportation (Truck & Bus Driving, Diesel Mechanic, Auto Body Repair), building and construction trades (HVAC/R, Metal Fabrication, and other construction trades), education (Vocational Parent Education Program), information and communication technologies (Office Technician), and marketing, sales, and services (Entrepreneurship).~~
~~In addition to integrated academics that are career focused, we plan on using curriculum developed by Five Keys Adult Charter School that helps relate academic topics to the lives of our students. For example, in our U.S. History course we will have a component of "Forced and Voluntary Migration in the U.S.," in which students can understand the history of African American migration to and through the United States. Another example includes English and Civics curriculum which focuses on Restorative Justice, to help ex-offenders and family members of ex-offenders understand the importance of attempting to make up to society for the deeds that have been done.~~

~~For some of our students who are immigrants, they may already have gained sufficient job skills and experience previous to immigrating to the United States, but lack the necessary level of English to obtain employment. Many of these students will have completed part of their education from their homeland, and CICA will use well-established methods to translate and evaluate their prior learning to grant credit.~~

~~CICA will offer some traditional academic content where it is appropriate. For this content, we will often utilize open resources like Khan Academy, which is aligned to Common Core and other standards. Their freely available videos and practice problems have been praised by Bill Gates and others, and allow students to learn at their own pace, with both classroom work, and homework.~~

~~Delivery of Content~~
~~There are several factors that CICA instructors will take into account for learning to best occur with their students. First and foremost, the method of instruction must correspond with the content that must be learned. For example, psychomotor skills such truck driving or typing cannot be learned by only reading a book and taking tests. Learning these skills will require practice, making small mistakes, and learning from mistakes. Doing this continual practice requires motivation, but the desire for a job to support their families, is a strong motivator for many adults.~~

~~For cognitive learning, motivation is equally important. There are multiple methods of motivating students, and CICA instructors will strive to make the material interesting to students. Further, studies show that without sufficient prior knowledge, students have gaps in their learning that prevent them from gaining new knowledge. CICA will use the CASAS assessment along with other assessment tools for new students, to determine which areas the student needs the most help with. Students often need to be able to review a topic and tackle it from different~~

angles in order to comprehend an idea. Further, just as with psychomotor skills, practice makes permanent.

For affective learning, such as acting in an ethical manner or having a good work ethic, different students can be reached in different ways. For instance, most students can have a sense of empathy for others, and by role playing situations, they can start to understand the feelings of others and gain these values in an innate manner. However, psychologists have demonstrated that there are students who will be on the autism spectrum or have another psychological disorder and they may not have a natural sense of empathy. For these types of students, emphasizing human rights and the logic of ethics may be more effective.

After the specific type of learning is considered, instructors with CICA will assist students in learning best through considering individual differences between students. By having courses set in a more flexible and differentiated manner, students will be able to generally focus on the areas they have the most challenges in, and instructors will use multiple strategies to assist students in understanding a topic, with additional practice assignments for students to help them retain their knowledge. This also allows for the teachers to build a solid relationship with the students.

Since careers, by definition, require students to apply what they have learned, much of the education of CICA will exist at the higher levels of Bloom's Taxonomy, including analysis, synthesis, and evaluation of options. Project-based learning, simulations, and workplace learning will all be used for students to gain the skills necessary to succeed on the job and learn to apply the academic knowledge gained. For example, since some of the very large trucking companies have high turnover, and do not compensate newer drivers at a high wage, we have concluded that as part of Truck Driving, students will create a business plan to be an "owner-operator" of their own truck, including determining the cost of purchasing a truck (and interest for the loan), determining the fuel cost for hauling loads, and determining the regulations, taxes and fees they would be required to pay, in order to determine what their profit level and thereby their equivalent hourly wage would be.

CICA course structures will generally either be more set-paced or more self-paced in nature. Instructors with CICA recognize that there is a need for all students to be able to learn at an appropriate pace, such that they have sufficient time and differentiation of instruction to truly learn something before going on to a new topic, but that there is also value in students being pushed towards accomplishment and having sufficiently high expectations for students to achieve. Instructors are also cognizant of workplace expectations and ensuring students can work at a pace that would be acceptable in the workplace.

Individualized Learning Labs

It is CICA's preference to have courses structured as self-paced individualized learning labs, such that students may work mostly at their own pace, within certain time guidelines, set cooperatively by the instructor and student.

This course structure will commonly be used for core subjects; Individualized High School Learning Labs will be taught by ESEA highly qualified teachers who hold an appropriate

California Teaching Credentials, such as an Adult Education Credential in Elementary and Secondary Basic Skills. In these Individualized Learning Labs, students will be in a classroom setting, and work individually on coursework, from a textbook or Internet resource, such as the KhanAcademy. The classes will follow a "flipped" model, and the teacher will act more "in a flip" model as the "guide by the side," helping to answer questions, give guidance on particular topics, and evaluate student work. Some CTE courses and applied academic courses will also be structured in a similar fashion.

Set-Paced Courses

In some cases, there are benefits of the entire class following the same basic curriculum at the same time. This is often the case in CTE programs where group work may be common and where it may not be practical for an instructor to supervise multiple activities simultaneously (especially if there are safety hazards such as soldering, etc. that require close supervision).

Mixed-Paced Courses

Many of the applied academic courses and some CTE courses may take a mixed approach where students partly work in an individualized manner at their own pace, and also attend lectures by the instructor and participate in other set-paced projects.

Workplace Learning

According to a 2012 nationwide study of employers, conducted in part by The Chronicle of Higher Education, "An internship is the single most important credential for recent college graduates to have on their resume in their job search among all industry segments" (Reid, 2012). As such, California Innovative Career Academy will work to include Workplace Learning (internship) opportunities every career technical program that it conducts.

All Workplace Learning activities will be evaluated for their safety, qualified supervision, and learning opportunities. To comply with the Federal Fair Labor Standards Act, all Workplace Learning courses and activities for "for profit" businesses will meet the following six criteria:

- The workplace learning, even though it includes actual operation of the facilities of the employer, will be similar to training which could be simulated in a classroom-based course.
- The workplace learning experience is for the benefit of the student, and will enable the student to accomplish meaningful learning objectives. [Title 5 § 10072]
- The student will not displace regular employees, but works under close supervision of existing staff.
- The cost/benefit ratio to the employer will be neutral. This means that the cost of providing educational opportunity to students and the opportunity cost of the lower performance that a student has compared to an experienced employee will be equal or slightly greater than the economic benefit of the student help. Thus, the employer that provides the training derives no immediate advantage from the activities of the student; and on occasion its operations may actually be impeded.

- The student is not necessarily entitled to a job at the conclusion of the workplace learning.
- The employer and the student understand that the student is not entitled to wages for the time spent in the workplace learning

Unpaid Workplace Learning in the public sector and for non-profit charitable organizations, where the student volunteers without expectation of compensation, is generally permissible without needing to meet all six of the above criteria.

During the course of the pupil's enrollment in a Workplace Learning course, the student will receive a minimum of one hour per week of classroom instruction or counseling by the Coordinating Instructor, which may be offered in sessions scheduled intermittently throughout the course [EDC § 51760.3].

All Workplace Learning courses will have a formal training agreement with each employer involved. The written agreement shall identify the responsibilities of the student, employer, and parent and CICA shall outline the objectives that the student is to accomplish at the training site.

The Training Agreement will either include the purchase liability insurance for pupils enrolled in programs of study involving work experience, which may include work-based learning, or vocational education at locations off school grounds approved by the governing board, or require pupils to purchase insurance and to pass on the costs to CICA [EDC § 51760].

Each Workplace Learning activity will have a written instructional plan for students specifying the particular objectives, experiences, competencies, and evaluations that are required [COE 2-C-14].

This instructional plan will designate the on-site employer representative responsible for guiding and overseeing the students' learning experiences and participating in the students' written evaluations
[COE 2-C-15].

A Student's Instructional Plan will include [EDC § 51760.1]:

- Emphasis on learning in the workplace.
- Appropriate sequencing of experiences based upon the student's needs.
- Explicit aim to supplement, or systematically reinforce, classroom instruction in technical courses, academic courses, or both.
- Systematic attention to the development of 21st century skills, such as communication, problem-solving, teamwork, project planning, and critical thinking.
- Built-in regular assessment and feedback.

- ~~Appropriate involvement of students in choosing and structuring the experience.~~
- ~~Clear and measurable learning outcomes.~~

~~Evaluation of Student Learning~~

~~The evaluation of student learning has three goals, in the following priority:~~

1. ~~To assist student learning as a diagnostics tool by determining which specific content areas a student has not mastered so they can improve their learning in that specific area.~~
2. ~~To use aggregated measurements of student learning as part of the measurement of how the school as a whole is performing. (See Measuring Pupil Outcomes)~~
3. ~~To determine if a student has met or exceeded the necessary level of competency such that they should gain formal recognition, such as a diploma, licensure, certification, etc.~~

~~Student learning will be individually evaluated through both professional judgment (grading) and standardized assessment. Students will be primarily graded based upon assessments related to their desired outcome. For courses that contain traditional academic curriculum, exams will be used. CTE courses will generally use authentic assessment methods, utilizing rubrics to determine the student's competence compared to the needs of industry.~~

~~Student learning will also be evaluated through standardized assessments, including regular CASAS testing that will help determine the students' gains in learning. CICA will apply for the The Dashboard Alternative School Status (DASS) which, if accepted, would allow CICA to solely use the CASAS to assess student learning. If CICA is not accepted for ASAM, it will conduct appropriate California standardized testing (STAR Testing or upcoming Common Core based assessment).~~

~~Feedback to Students and Growth in Student Learning~~

~~CICA will have a philosophy of Mastery Learning, such that in courses that are more self-paced, students will receive qualitative feedback and will have the opportunity to improve based upon this feedback so that their learning can grow. In courses that are more set-paced, students will have the opportunity to redo specific assignments that the teacher allows and will have the opportunity to retake the course if they are not satisfied with their level of achievement.~~

~~Students Transferring to Another School or College~~

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

~~California Education Code Section 47605 (b) (5) (A) (ii)~~

~~Any information given to students will include information~~ Information about WASC

accreditation ~~(when obtained). As~~ can be found at CICA's website. CICA is currently WASC-accredited through June 30, 2030.

Technology

Technology is integral to academic success and workforce readiness. Given varied digital literacy levels, CICA provides structured exposure to tools (Microsoft Office, Google Classroom, web-based reading programs, tutorials) and models tech use in instruction. The IT Department (five FTE) supports teachers and students and has standardized classroom access across sites.

Equipment available upon request: Chromebooks, headphones/earbuds, projector screens.

CICA ~~not a college prep charter school, it will inform~~seeks to truly integrate technology into students' lives via classroom lessons, relevant examples, classwork, projects, and practical experience communicating in the modern world. Technology standards and objectives are integrated into the curriculum and are clearly defined for the teachers. Across varying sites, the teachers incorporate technology into their lessons. Teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize Google Docs, emails, etc. CICA's goal is to have all teachers using and adapting technology to accommodate the students' levels and needs.

In recent years, CICA has overcome a complex challenge with technology. Previously, not all of the students, teachers, and sites had the same level of access to technology, nor was the same level of technological access possible at all sites. The IT Department has resolved the disparity issues among classrooms, and currently, all classrooms have access to the same equipment.

Through consistent exposure to digital tools across courses and targeted instruction in digital literacy, the program ensures that ~~as a graduate~~students develop the technological competencies necessary for academic advancement, workplace readiness, and full participation in modern society.

Technology, academic success, career goals, and social engagement are all important for students, and we believe that in order for students to be fully successful in the 21st century, they ~~may enroll in a~~ must become digitally literate.

Student Services

CICA has the unique opportunity to work with adult learners who have faced many challenges and require both academic and personal support to successfully meet their academic and career goals. In the 2025-26 school year, the support staff was greatly reduced, and CICA continues to work to rebuild some of those services. At the time of this material revision, there is an Intervention Coordinator position being developed to support partnerships with community agencies. These agencies provide essential support well beyond what CICA can offer including dental services, food, housing support, etc.

Orientation/Student Onboarding

Student Services holds an orientation at the beginning of each year to support students in becoming fluent in the CICA system and help them make informed decisions about their academic plan. In August 2025, orientation was extended to cover new attendance requirements, a five-period bell schedule, and the Savvas curriculum.

Navigators~~college,~~
Dedicated staff are needed to ensure every student understands all of the services available to them. With students who speak over 39 languages, often with limited English proficiency, Navigators serve a critical role by communicating with students and providing academic and career support and access to community resources. CICA Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and travel to all campuses to present on services and programs. In June 2025, the Navigators were released from their positions. As of the writing of this material revision, HCCTS is working to rebuild the Navigator program for implementation in January of 2026.

Student Advisory Council
CICA is in the foundational stage of assembling a student advisory council. In September and October, the Chief Academic Officer will meet with students who are recommended by their teachers as possible advisory members. The first student advisory council meeting is set for mid-November and will meet quarterly. The intention for this group is to support increased agency, belonging, and leadership, as well as bring the student perspective to CICA initiatives. The quarterly meetings provide consistent opportunities for students to share their experiences, identify challenges, and contribute to solutions that enhance the educational environment for all newcomers, ultimately supporting their academic success and social-emotional well-being.

Community Partnerships
CICA serves a very high-need student population and has developed multiple partnerships with external organizations to address those needs. Since opening in the 2019-2020 school year, 13 partnerships have been established. These partnerships expand the school's reach within the community and increase student access to the tools necessary to achieve their goals. Partnership refers to a collaborative relationship between Highlands Community Charter and Technical Schools (HCCTS) and an external agency that supports students by facilitating access to essential services. These partnerships may be formalized through a Memorandum of Understanding (MOU) or ~~other college that does not require "A to G."~~remain informal and often involve the exchange of resources, services, and information aligned with shared goals to improve student outcomes and well-being. In some cases, partnerships include agreements related to shared locations, supporting educational efforts by expanding access to instruction and services in settings where students already utilize essential resources.

These partnerships include the following organizations:

- SALAM Islamic Center
- SHRA
- La Familia Counseling Center
- CalAsian Chamber of Commerce

Lao Family Community Development

-

- Department of Human Assistance
- Sacramento Employment and Training Agency (SETA)
- Mack Road Partnership

Many of these community partners provide support that is beyond the scope of CICA services. This includes connecting students to dental services, food banks, clothing, etc.

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

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

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

Plans for Specific Populations

English Learner (EL) Services and Newcomer Supports:
CICA provides comprehensive support for newcomer students and English language learners. CICA student services staff provide comprehensive orientation services to new and veteran students to support them in being able to "read their environment" and develop a fluency in navigating the CICA system. The academic supports are listed in the educational philosophy section. CICA also provides native language support when available, along with cultural transition assistance. Specialized programming for recently arrived immigrant students, including orientation to U.S. school systems, technology setup support, accelerated English language acquisition, academic skill building, and social-emotional support to ease cultural transitions. We provide translation services and family engagement programs to support the entire family's integration into our school community. Teachers adapt content, assignments, and assessments to match students' language levels, ensuring they can access and engage with core academic material. English learners receive targeted language support embedded within subject-area instruction, allowing them to build both academic and linguistic skills simultaneously. This approach supports students in progressing toward English fluency while also earning high school credits toward graduation.

Plan for Students Who Are Academically Low Achieving
~~It is recognized that most of CICA~~Independent Study labs allow students ~~will not have~~

~~succeeded in high school. This does not necessarily mean that they are academically low achieving, but statistically many will likely fit into this category. By having individualized learning labs, students can~~ to complete required work in ~~more of~~ a self-paced fashion, allowing them additional time to master a subject before proceeding.~~-~~ Further, courses that are more set-paced will be designed to incorporate multiple modalities of learning to assist all students to success, including those who may be academically low achieving in a traditional school setting. This includes the use of more frequent one-on-one meetings and first language support to ensure content accessibility. Instructional pacing and support will be responsive to student needs, creating an inclusive environment where all learners have a pathway to mastery.

Plan for Students Who Are Academically High Achieving

~~Individualized learning~~ Independent Study labs will allow students who are academically high~~-~~achieving to learn in an accelerated manner, so that they can complete their diplomas quickly. Because CICA serves adults aged 22 and older who do not possess a U.S. high school diploma ~~quicker.~~

~~Plan for English Learners~~

~~CICA will offer courses in English~~, we often enroll immigrants with professional expertise from their home countries. For example, a student from Russia who previously worked as a ~~Second Language (ESL) at various levels,~~doctor before immigrating to ~~serve English Learners (EL). Further, as many of these~~the U.S. would benefit from an accelerated rate in a life science class. The flexibility of the independent study model honors prior knowledge and experience, enabling students ~~will be immigrants,~~ to move efficiently through material they already understand. This approach helps students re-enter the workforce or pursue higher education without unnecessary delays.

Students with Disabilities

Overview

As a charter school, CICA ~~plans to offer an integrated citizenship program, which will give civics and U.S. history credit.~~

~~Plan for~~ does not plan to join a Special Education Local Plan Area (SELPA) and will remain a "school of the district" for SELPA purposes. CICA will make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates serving students with disabilities, including ~~providing~~ but not limited to § 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). CICA enrolls all eligible students and provides FAPE through 504 plans and appropriate accommodations~~, having appropriately credentialed instructors (such as those who hold a credential for adults with disabilities) and follow all other requirements of California Education Code. For those students in which an Individualized Education Plan is legally mandated, CICA will follow the plan, providing services as necessary. Given the flexibility of curriculum and instruction, most IEP goals and objectives are met within the general education course of study. All special education students enrolled in CICA will receive a personalized learning plan that directs their academic course to achieve their goals for the year.~~ in compliance with § 504, ADA, and IDEIA.

~~***The 5 Stages of School***~~

~~In order for students to succeed in any school, there are five fairly distinct stages that a student goes through. First, they must become aware of the school, which the A to Z Model refers to as "Inviting Students to Join the School." They next must join, including going through registration and any assessments for placement. Next the student must be persistent with completing their studies, which the A to Z Model refers to as "Keeping Students." At the end, the students will leave the school, preferably through graduation. Last, the students will use what they have learned after graduation, and the school is responsible for measuring the pupil outcomes.~~

~~Elements 2 & 3: Measuring Pupil Outcomes~~

~~***Governing Law: A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.***~~

~~California Education Code Section 47605 (b) (5) (A) (ii)~~

~~***Governing Law:***~~ IDEIA applies to children with disabilities and does not apply to adult students over the age of 21.[2] California likewise requires special education services for students until age 21. CICA integrates IDEIA compliance principles as part of its mission to provide K-12 educational opportunities to adult students according to all applicable laws.

Disabled students with or without a previous IEP may request a reasonable accommodation by contacting their teacher, counselor, or administrator. CICA does not require students to provide detailed medical records to document a disability. A doctor's note or other documentation of impairment, including records of academic impairment, may support an accommodation need. Students also have the right to refuse accommodation solutions offered by the school or propose a different alternative as part of the interactive process.

Any decision to deny or grant a request for reasonable accommodation by the SST shall be made in accordance with applicable federal and state law, including IDEIA, ADA, and the California Education Code. Reasonable accommodation can include, but are not limited to, modifications to school policies, practices, or procedures; auxiliary aids for classroom learning such as transcripts, readers, or modified equipment; altered testing conditions; presence of a student's trained service animal; or other measures necessary to ensure equal access to CICA's educational programs, as required by 304 C.F.R. 104.44. CICA may deny accommodation requests by a person with a qualifying disability and documented need if the requested accommodation imposes an undue financial, operational, or administrative burden, or fundamentally alters its educational program, provided no reasonable alternative can be found to meet the student's needs.

[2] 20 U.S.C. 1412(a)(1)(A): "A free appropriate public education is available to all children with disabilities residing in the State between the ages of 3 and 21, inclusive..."

Element B Measurable Student Outcomes and Element C Student Progress Measurements

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all ~~groups of pupils~~pupil subgroups served by the charter school, as that term is defined in subparagraph (~~B) of paragraph (3) of subdivision (~~a) of Section ~~47607~~52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served~~, or the nature of the program operated,~~ by the charter school~~.~~." (Ed. Code § 47605(c)(5)(B).)

~~California Education Code Section 47605 (b) (5) (B)~~

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

~~California Education Code Section 47605 (b) (5) (c)~~

Measurable Goals of the Educational Program

CICA (California Innovative Career Academy) was founded to serve historically disadvantaged populations. It has always served a larger than 90% socially and economically disadvantaged student population. The founding philosophy of CICA demands that it offer extensive support beyond that which would normally be available to students in a traditional high school setting and far beyond that available in CAEP settings. To that end, all support services are available to all students. This, along with the radically different makeup of the CICA student population compared to most schools, has led CICA to set its performance targets for all students rather than for traditionally designated subgroups.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Alignment with State Priorities

STATE PRIORITY #1— BASIC SERVICES The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
Subpriority A: Fully Credentialed Teachers	
Goal	100% of core teachers will hold an appropriate and valid California Teaching Credential. These teachers may be fully credentialled or hold intern or emergency credentials as is appropriate to the teaching assignment.
Method	In addition to hiring credentialed teachers CICA will support teachers in the credentialing process including obtaining Intern credentials and the completion of any necessary credentialing program.
Measurement	Initial and annual verification of core teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS Report 3.5 NCLB Core Course Section Compliance; Annual publication of the School Accountability Report Card.
Subpriority B: Access to Standards Aligned Instructional Materials	
Goal	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in the charter petition.
Method	All instructional materials will be assessed for alignment with state common core standards, CASAS standards and ELP objectives.
Measurement	Executive Director or designee will review all instructional materials before purchase pursuant to E.C. § 60119.

STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
Subpriority A: Implementation of Standards	
Goal	At CICA 100% of core academic classrooms will offer curriculum aligned to common core state standards.
Method	Offer a wide range of standards-aligned materials to ensure teachers have

	access to diverse standards-aligned methods and modalities and individual student needs can be met through access to multiple aligned curricula.
Measurement	Engagement with curricula will be tracked for engagement and impact and assessed by the Executive Director, Senior Director of Instruction, Curriculum Coordinator or other designee.
Subpriority B: EL Student Access to Academic Content	
Goal	100% of English Language Learners will gain academic content knowledge through implementation of Common Core State Standards.
Method	EL students will be offered differentiated instruction in contexts integrating Common Core State Standards with ELP objectives such as English for Work and Life and EL Civics courses.
Measurement	Student progress will be measured through course completion, level exit tests, EL Civics tests and applicable state testing including CAASPP and CAST.
Subpriority C: EL Students and English Language Proficiency	
Goal	100% of English Language Learners will make measurable progress towards English language proficiency.
Method	EL students participate in English Language Arts/Literacy instruction with appropriate in-class instructional support which includes structured English language development, small group teacher support, paraeducator support, and usage of SDAIE strategies.
Measurement	The school will track annual metrics including the rate of redesignation from Intermediate ESL to Adult Basic Education, measurable skills gains, and CASAS reading gains.

STATE PRIORITY #3— Educational partner involvement. State priority 3 references parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation. However as all CICA students are 22 years and over CICA will focus instead on engaging the feedback of educational partners including but not limited to students and community partners.	
Subpriority A: Educational partner engagement	
Goal	Promote student involvement in setting schoolwide priorities and implementing academic programs and student services through hosting at least five educational partner events.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Method	Engage students in community partner events to solicit and gather student feedback.
Measurement	Student feedback will be recorded, collated, and analyzed by CICA staff incorporating both qualitative and qualitative methodologies. Student feedback will be incorporated into the annual LCAP.
Subpriority B: Student Participation	
Goal	Survey students in 10 more languages to promote engagement with school culture and receive actionable quantitative feedback, with at least 50% student participation.
Method	Each year CICA will circulate a student satisfaction survey.The survey will be made available in not less than the 5 most widely spoken languages among the student population.
Measurement	CICA will track the number and percentage of students participating in the survey. Before and after each survey period CICA staff will discuss and implement strategies to increase student participation.
Subpriority C: Community Partner Engagement	
Goal	Maximize the opportunity for CICA students and staff to meaningfully engage with community partners by hosting at least 5 events accessible to CICA students remotely (i.e. through Zoom).
Method	Community partner events will be held throughout the year including job fairs, immigrant resource presentations, Know Your Rights presentations from local agencies, and cultural events celebrating diverse student backgrounds.
Measurement	All community partner events will be assessed for engagement and impact including number of students engaged. This will be documented in the LCAP.

STATE PRIORITY 4: Student Achievement **Academic Achievement Metrics, performance on standardized tests, progress of English Language Learners**	
Subpriority A: Academic Achievement Metrics	
Goal	Schoolwide academic achievement metrics will meet targets as agreed upon with our Authorizer as quantified below in CICA Academic Achievement Metrics.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Method	All CICA students take regular CASAS tests every 6-8 weeks. All 12th grade students have regular meetings scheduled with counselors and are provided a personalized graduation plan to ensure they graduate within the same program year as admission to the 12th grade.
Measurement	All Academic Achievement measurements are reported to the Authorizer yearly in an annual report.
Subpriority B: Standardized Tests (SBAC)	
Goal	Implement two mandatory trainings on Smarter Balanced assessment for teachers and paraeducators.
Method	CICA will begin implementation of Smarter Balanced (SBAC) for 11th grade in the 2025-2026 school year. The designated LEA CAASPP coordinator will coordinate training and implementation.
Measurement	The designated LEA CAASPP coordinator will report CAASPP results to CICA and TRUSD.
Subpriority C: Progress of English Language Learners	
Goal	English Language Learners will see consistent growth including average CASAS Reading STEPS gains of 2 points or greater per program year and Measurable Skills Gains as reported to NRS meeting or exceeding the state average.
Method	CASAS tests will be taken by all students every 8 weeks at a minimum, the percentage of students with pre and post test scores will meet or exceed 55%.
Measurement	The CASAS coordinator will review monthly progress reports

STATE PRIORITY #5— STUDENT ENGAGEMENT Pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates	
Subpriority A: Student Attendance Rates	
Goal	CICA will ensure an 80% attendance rate.
Method	Attendance with sufficient academic progress will be a requirement of continued enrollment at CICA. Students not meeting requirements will receive academic support and intervention.

Measurement	Monthly, quarterly and annual attendance reports. Periodic attendance rates will be visualized in Schoolytics.
Subpriority B: Chronic Absenteeism	
Goal	CICA will reduce chronic absenteeism by 5% yearly.
Method	CICA will enforce mandatory attendance policies designed to promote attendance. See the attendance SOP attached in the appendix.
Measurement	As reported in Dataquest.
Subpriority C: Graduation Rates	
Goal	The CICA DASS 1-Year graduation rate will meet or exceed 20%
Method	All CICA 12th graders will be prepared for graduation with personalized graduation plans and extensive academic and counseling support.
Measurement	The reported number of graduates in CALPADS will be compared against the enrolled population of 12th grade students with business rules as supplied by California Dashboard.

STATE PRIORITY #6— SCHOOL CLIMATE School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
Subpriority A: Pupil Suspension Rates	
Goal	CICA will maintain a suspension rate of less than 2%
Method	CICA will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	CALPADS data
Subpriority B: Pupil Expulsion Rates	
Goal	CICA will maintain an expulsion rate of less than 2%
Method	CICA will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Measurement	CALPADS data
Subpriority C: School Climate	
Goal	CICA will ensure 90% of enrolled students respond to the student climate survey.
Method	As part of CICA community partner engagement, the yearly student climate surveys will be distributed to all students by teachers. Teachers will be trained on the survey and participation incentivized.
Measurement	The accountability department will collate and analyze student survey results and present the results to the HCCTS Board of Directors.

STATE PRIORITY #7— COURSE ACCESS The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 9-12: English, social sciences, science, mathematics, visual and performing arts, applied arts, and career technical education.	
Goal	100% of students will have access to all content areas. As a school with many credit recovery students, not all students will be enrolled in all subjects, however all students will have access to the courses needed to graduate high school with a broad course of study.
Method	CICA students with limited English proficiency are enrolled in classes with designated English support which offer integrated access to all content areas.
Measurement	Yearly review of course outlines, descriptions, ELP objectives, and EL Civics content areas.

STATE PRIORITY #8— Pupil Outcomes	
Subpriority A: English	
Goal	All students will demonstrate an increase in proficiency in English Language Arts/Literacy
Method	All English learners will receive English language instruction integrated with ELA standards. All English proficient high school students will demonstrate mastery through course completion. All students will receive regular CASAS

	reading testing
Measurement	Average CASAS reading tests will meet or exceed 2 points per program year. Yearly the program will meet or exceed California state targets for Measurable Skills Gains.
Subpriority B: Social Science	
Goal	All English language learners will participate in Civics education.
Method	Students will take 3 yearly EL Civics Civics exams.
Measurement	The school will maintain an 85% passing rate for Civics exams.
Subpriority C: Mathematics	
Goal	All students enrolled in Mathematics will make measurable progress.
Method	Math students will receive pre and post CASAS testing to evaluate the effectiveness of the program.
Measurement	All math students will meet or exceed a 2% CASAS Math Goals gain on average.

Determining Academic Standing (Grade Level)
Upon admission to CICA, a student's grade level ~~will be~~is determined based ~~upon~~ on the evaluation of transcripts of ~~their past coursework, their assessment from the CASAS test, and their age.~~ any previous schooling. Students ~~who are at~~enroll with a ~~high school level (9th through 12th grade) based upon credits and assessment will be assigned to their grade level based upon age. Students who are at a primary school level (8th grade or below) based upon a lack of credits or low assessment scores, will be assigned to a grade level based primarily upon assessment.~~

~~***Assessments***~~very wide
~~At CICA we use a~~ variety of ~~formal and informal testing measures and~~educational attainment, academic skills, credits, and English language proficiency. Students are placed in grade levels based on credit attainment.

Grade Level	
Grade 9	0-49 credits
Grade 10	50-99 credits
Grade 11 (proposed addition)	100-149 credits

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Grade 12	150-200 Credits

Assessment

CICA uses a variety of formative and summative assessments to evaluate our students. ~~We begin our assessments during~~During enrollment ~~when~~, students ~~are given a diagnostic test and a~~participate in placement testing to determine English proficiency, including CASAS testing. Students participate in content knowledge and skills-based assessments in their lessons. CASAS ~~test. At the end of every academic unit, teachers use formal~~ assessments ~~and enter grades. CASAS assessments are also used as a measurement of progress and~~ are administered to all students every six to eight weeks. EL Civics assessments are administered each term.

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

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

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
English Language Proficiency Progress	Internally developed ESL Level placement / exit test	At Enrollment, End of Term
EL Civics Assessments	CASAS approved assessment plans (COAAPS)	Three times each year in the following months: November, March, June
High School Content Mastery	Course assessments and course grades Savvas imbedded assessments	At the end of every high school course Savvas: mid-unit assessments; formal and informal evaluations
ELA and Math Achievement	Smarter Balanced (CAASPP) Savvas imbedded assessments	CAASPP: Once in grade 11. Savvas: mid-unit assessments; formal and informal evaluations

Science Achievement	CAST Savvas imbedded assessments	Once in high school grades 10 or 12. Savvas: mid-unit assessments; formal and informal evaluations

English Language Proficiency Placement

CICA assesses all students as part of the enrollment process through CASAS testing to establish a baseline for academic achievement. Additionally, students of limited English proficiency will participate in an English Learner Assessment (ELA) placement test to determine English proficiency.

State Testing

In compliance with California Education Code requirements, CICA will offer the CAASPP Smarter Balanced Assessments Consortium (SBAC) to all students in 11th grade. CICA also offers California Science Tests (CAST) to all 12th-grade students who have not previously taken the science test in high school. Testing will be coordinated by the Assessment Coordinator with academic staff and test proctors. Because CAASPP testing is new to CICA, the determination of the details of testing windows and procedures will be an ongoing process by academic and assessment staff.

Student Growth

CICA uses the Comprehensive Adult Student Assessment System (CASAS), a competency-based adult assessment program validated by the U.S. Department of Education for use in adult education. While CICA is a K-12 institution, there are few assessment programs designed to evaluate the growth of adult students. Consequently, CASAS is an essential tool for the evaluation of student progress at CICA. The test series used by CICA is listed below.

Test Series
CASAS Reading STEPS
CASAS Listening STEPS
CASAS Reading GOALS 2
CASAS Math GOALS 2

Students receive CASAS testing every 7 weeks. Testing is conducted via a kiosk application installed on CICA chromebooks. Testing can only occur in a proctored environment and is conducted by test proctors or teachers.

All students receive CASAS reading tests. CASAS Math assessments are administered to all students enrolled in math courses to evaluate the effectiveness of the instruction they receive.

Schoolwide CASAS outcomes include average point gain, measurable skills gains, and pre and post testing rates. Below are the average point gains for the previous three program years.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Average Point Gain per Program Year			
	2022-2023	2023-2024	2024-2025
ELL			
CASAS Reading	5.8	3.9	6.2
CASAS Listening	8.4	4.7	6.2
ABE			
CASAS Reading	5.0	4.9	5.6
CASAS Math	2.5	4.9	6.4

The data shows consistent improvement in student outcomes. particularly in the 2024–2025 school year. For ELL students, both CASAS Reading and Listening scores rebounded after a dip in 2023–2024, each rising to 6.2 points—the highest gains observed over the three-year span—indicating renewed effectiveness in language instruction. In the HS program, CASAS Math scores saw the most notable growth, more than doubling from 4.9 to 6.4, which suggests that recent changes in math curriculum or support have had a strong impact. ABE Reading scores also increased steadily, climbing each year from 5.0 to 5.6, pointing to sustained literacy development. These trends highlight encouraging progress in both foundational literacy and numeracy across programs.

Measurable skills gains represent the number of students progressing in an Educational Functioning Level as defined by the National Reporting System (NRS), the federal accountability system. Measurable skills gains are an important indicator of both English language and academic progress.

Percentage of students with pre and post test achieving a measurable skills gain				
ESL Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	65.00%	78.90%	71.76%
	CA State target	30.50%	34.00%	TBD
Level 2	Achieved	58.33%	84.55%	84.52%
	CA State target	30.50%	40.00%	TBD
Level 3	Achieved	53.49%	77.53%	82.19%
	CA State target	34.50%	37.00%	TBD
Level 4	Achieved	61.67%	68.36%	78.18%

Element B Measurable Student Outcomes and Element C Student Progress Measurements

	CA State target	30.50%	34.50%	TBD
Level 5	Achieved	58.62%	75.10%	76.24%
	CA State target	31.50%	34.50%	TBD
Level 6	Achieved	0%	75.34%	58.70%
	CA State target	21.50%	25.00%	TBD

Percentage of students with pre and post test achieving a measurable skills gain				
ABE Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	85.71%	65.22%	76.47%
	CA State target	40.00%	44.00%	TBD
Level 2	Achieved	58.33%	63.21%	70.93%
	CA State target	42.50%	44.00%	TBD
Level 3	Achieved	53.49%	55.56%	63.76%
	CA State target	38.00%	43.00%	TBD
Level 4	Achieved	61.67%	64.41%	75.47%
	CA State target	40.50%	43.00%	TBD
Level 5	Achieved	58.62%	54.19%	59.18%
	CA State target	35.50%	42.00%	TBD
Level 6	Achieved	0%	0%	21.33%
	CA State target	36.50%	43.50%	TBD

CICA Measurable Skills Gain for all learners compared to state average

	2022-2023	2023-2024	2024-2025
CICA	68.9%	69.8%	73.0%
CA State Average	44.36%	44.8%	TBD

CASAS pre and post tests are essential for measuring student progress but also serve as an important measure of student engagement.

Percentage of Learners with Pre and Post CASAS Test

2022-2023	2023-2024	2024-2025
57%	66%	71%

The data above reflects a clear upward trend in the percentage of students who received both a pre- and post-test over the past three years. In 2022–2023, 57% of students received both tests. This increased to 66% in 2023–2024 and rose again to 71% in 2024–2025. This steady improvement demonstrates CICA's growing commitment to data-driven instruction and collective efforts to ensure more students are assessed consistently, allowing CICA to better capture and respond to their academic development.

Teachers, counselors, and proctors at CICA work diligently to ensure that all students complete both the CASAS pre- and post-tests; however, reaching 100% participation remains a challenge. To address this, CICA is implementing several strategic measures, including hiring additional proctors, expanding staff training, purchasing more laptops to support testing, and developing a more structured and comprehensive testing schedule. Additionally, the recent hiring (August 2024) of a dedicated CASAS Coordinator has provided focused leadership to further strengthen the assessment processes. Through these efforts, CICA is committed to increasing the percentage of students completing both assessments in the coming years.

EL Civics Civic Objective and Additional Assessment Plan Data (COAAP)

Integrated English Literacy and Civics (IELCE/EL Civics) programs provide English learners with literacy instruction while developing the civic knowledge and workforce skills needed to participate fully in U.S. society. Assessments are developed according to COAAPs supplied by CASAS and reported to the state via TOPSpro Enterprise.

For the past five years, CICA administered EL Civics assessments through Google Forms, collating results via automated Google API scripts. While cost-effective, this approach became unsustainable as the dataset expanded. In 2025, CICA piloted the use of Edcite, which streamlined reporting, improved assessment quality, and enabled more detailed tracking of student outcomes.

Program Data

Results from the past two program years demonstrate both the scale of participation and consistently strong pass rates:

- 2023–24: Students attempted 1,455 assessments, with 1,045 passes (72% pass rate). Themes included Employment, Personal Finance, and DMV readiness.
- 2024–25: Participation expanded significantly, with 2,837 assessments attempted and 2,027 passes (71% pass rate). Themes included Employment, Health and Nutrition, and Education.

These results indicate both growth in student participation and stable success rates, demonstrating that English learners are not only engaging in EL Civics instruction but are mastering key competencies in employment readiness, financial literacy, health, and civic

education. The expansion from 1,455 to 2,837 attempted assessments in just one year reflects increased system capacity, improved reporting structures, and the successful adoption of Edcite as a platform.

EL Civics Assessment Data				
Program Year	Theme	COAAP #	Attempted Assessments	Passed Assessments
2023-2024	Employment	33.9	176	156
2023-2024	Personal Finance	1.8	633	394
2023-2024	DMV	12.7	646	495
2023-2024	Total		1455	1045
2024-2025	Employment	33.8	940	628
2024-2025	Health and Nutrition	46.7	1158	854
2024-2025	Education	13.6	545	739
2024-2025	Total		2837	2027

High School Graduation

Graduation is the most powerful marker of student success at CICA. For our adult learners, graduation is more than a diploma—it represents years of determination, resilience, and perseverance in the face of significant challenges. Many students have overcome interrupted education, displacement, language barriers, and personal hardships to reach this milestone. At CICA, graduation is treated as a holiday: a joyful celebration for students, families, and staff alike.

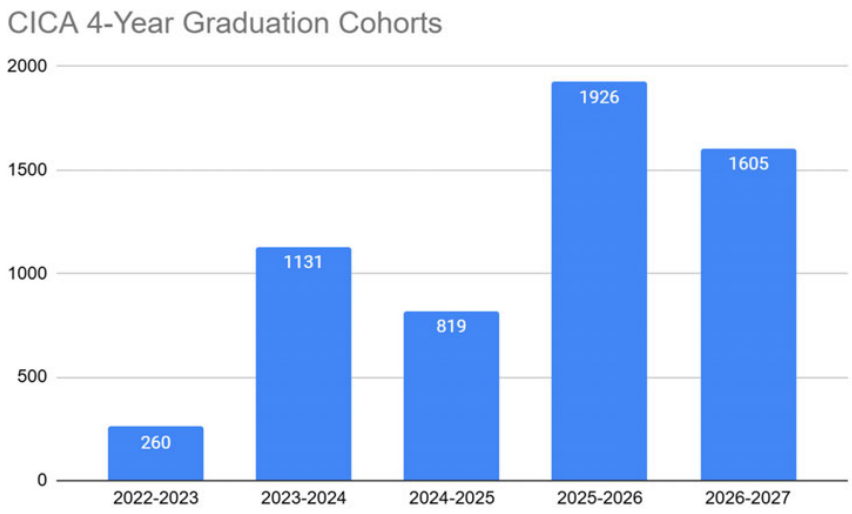
Because its students complete credits throughout the year, CICA offers multiple graduation ceremonies annually—in both summer and winter—so every student has the opportunity to "walk the stage" in front of their community. Each year, the ceremony has grown in size and prominence, with venues expanding to accommodate the increasing number of graduates.

CICA Cohort Graduation

CICA faces unique challenges in relation to traditional 4- and 5-year cohort graduation rates. Before 2021, English learners were designated as primary students in grades 1–2. In 2020–21, all CICA students were redesignated as high school students to better reflect their adult status. This redesignation dramatically increased the size of the 4-year cohort, even though over 80% of entering students began with limited secondary education skills and required extended time in grade 9 to develop English and academic foundations.

Conversely, some students—such as immigrants arriving with stronger English proficiency and prior academic backgrounds—graduate much more quickly. For example, Winter 2025 graduates averaged 2.5 years of enrollment, well outside the traditional 4-year window. These dynamics lead to artificially low cohort rates that do not accurately represent student success.

The chart below illustrates these complexities:



CICA 4-Year Cohorts: While the 4-year cohort count grew from 260 (2022–23) to 1,605 projected in 2026–27, only a fraction of actual graduates appear in these rates. In 2024–25, for instance, just 76 of 300+ graduates were captured in the 4-year outcome.

CICA 1-Year Graduation Rate

To better reflect the reality of adult education, CICA also tracks and reports the 1-Year DASS Graduation Rate, which measures the percentage of 12th graders completing a diploma within the same program year.

- Growth: The 1-year rate nearly doubled in 2024–25, reaching 43.2%, compared to 22.6% in 2023–24.
- Raw Numbers: Graduates reported in CICA's LCAP also increased steadily from 200 (2022–23) to 323 (2024–25).

CICA students must work to overcome a wide variety of barriers to participate in education and achieve academic success. An adult learner is engaged with responsibilities and demands that pay no respect to their academic journey, making them inherently at very high risk of not completing their education. In every sense, these are alternative students. In recognition, CICA

continues to track and report the 1-year graduation rate. The 1-Year graduation rate is calculated as follows:

$$\frac{\text{\# graduates as reported in CALPADS - (all students without 90 days cumulative enrollment)}}{\text{All students enrolled in 12th grade for the program year - (all students without 90 days cumulative enrollment)}}$$

This metric, combined with raw graduate counts, provides a more accurate picture of CICA's impact, capturing the success of students who accelerate or extend their time beyond traditional cohorts. The upward trend in both rate and number of graduates demonstrates the effectiveness of CICA's academic model and support systems.

2022-2023	2023-2024	2024-2025
23.5%	22.6%	43.2%

ELL Level Progress

English Language learners progress through courses designed to advance their English Language skills while allowing them to engage with increasingly in-depth standards-aligned content.

Graduation outcomes are directly tied to English Learner advancement. Reaching Level 3 (Intermediate) in ELD marks a pivotal milestone: students transition into the full high school program, where they engage with core academic standards while continuing to receive integrated English language support. This bridge ensures that English acquisition and diploma attainment are inseparable parts of student success.

Alternative School Status

CICA is fully accountable to the California Department of Education (CDE) to ensure that students meet state standards. California adopted the Local Control Funding Formula (LCFF) in 2013, creating the California School Dashboard to monitor performance across schools. However, these traditional accountability measures were designed for K–12 systems and often fail to capture the unique realities of adult and alternative learners.

To address this gap, the CDE created the Dashboard Alternative School Status (DASS) system, which provides alternative schools with more appropriate accountability metrics. When CICA opened its main hub in Sacramento in August 2019, it adopted DASS and has consistently complied with its requirements. In November 2024, CICA worked with Twin Rivers Unified to

finalize a set of DASS-aligned metrics. While CICA was notified in December 2025 that it would lose official DASS status, the school remains deeply committed to accountability. We continue to track these measures internally—now reported as CICA Academic Achievement Metrics—to ensure transparency, rigor, and continuous improvement.

CICA Academic Achievement Metrics
Academic Achievement
ESL
1. The percentage of CICA English Language learners with a pre and post-test achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).
ABE
1. The percentage of CICA high school learners with a pre and post-test, achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).

Academic Improvement
ESL
1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at CICA enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The percentage of CICA English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.
ABE
1. The average CASAS Reading Gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Academic Improvement
3. The 1-year Graduation Rate for CICA learners will meet or exceed 20% as reported in California School Dashboard.

Student Engagement
All Levels
1. The percentage of CICA students with a CASAS pre and post-test will meet or exceed 55% as measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE
ABE
1. The percentage of 12th grade CICA high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of CICA high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

Teacher-Designed Formative Assessments

CICA teachers employ a wide range of **informal and formative assessment strategies** to monitor student learning and ensure mastery across subjects, including reading and vocabulary, writing and grammar, speaking and pronunciation, listening, digital literacy, mathematics and consumer economics, science, history/social science, government and law, health, and independent living.

Formative assessments are integrated into daily instruction and provide timely feedback to guide both teaching and learning. Common tools include:

- Benchmark assessments to measure progress against standards
- Oral and multimedia presentations to assess communication and digital skills
- Written assignments such as journals, essays, research projects, and book reports
- Performance-based tasks, including independent projects, portfolios, and demonstrations
- Traditional measures such as tests, quizzes, grammar diagnostics, and comprehension checks
- Daily learning artifacts such as homework, workbook activities, and applied practice

Through this comprehensive approach, teachers are able to monitor progress continuously, adjust instruction responsively, and ensure that students are building the knowledge and skills required for academic advancement and real-world success.

Grading and Progress Reporting Systems

CICA maintains a rigorous and transparent grading and reporting system designed to hold students to high standards while providing multiple opportunities for mastery. The school uses a traditional A–F grading scale, with GPA points assigned as follows: A = 4.0, B = 3.0, C = 2.0, D = 1.0, and F = 0.0. Although teachers may add plus or minus designations, these do not alter the GPA value. To ensure deep learning and persistence, CICA requires that students earn at least a "B" (80%) or higher to receive credit for a course. Students who earn below a "B" must revise or redo work and demonstrate mastery before credit is awarded.

Grades are issued at multiple points—upon course completion, partial completions, or at the end of the term—ensuring timely feedback to students and counselors. In addition to letter grades, teachers provide narrative feedback and individualized support, fostering a growth mindset and continuous improvement.

Evaluation Methods

CICA uses a multi-method evaluation system to measure whether students meet academic expectations and mastery standards. Methods include:

- Teacher-designed assessments (benchmarks, unit tests, projects, and presentations)
- Student self-assessments and reflection
- Publisher-embedded assessments (e.g., Savvas, Burlington English, CASAS-aligned resources)
- Portfolios of student work (writing samples, research projects, digital artifacts)

High school course completion is directly tied to end-of-unit and end-of-course assessments, with a minimum passing threshold of 80%. This ensures both rigor and consistency across the curriculum.

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

CICA uses assessment data in four primary ways. First, assessment serves as a diagnostic tool to identify content areas a student has not yet mastered. This allows instructional staff to gain a clear understanding of each student's gaps in content knowledge and skill development, enabling targeted intervention and personalized instruction.

Second, aggregated student learning data are used to evaluate overall school performance. A dedicated team of professionals at CICA analyzes a broad range of academic indicators, including enrollment trends, placement assessments, demographic data, CASAS assessments and gains, course grades, graduation rates, and student retention. By examining student outcomes

over time, the school is able to assess performance by teacher, course, program, and schoolwide, and compare results to those of similar institutions.

Third, assessment data informs decisions regarding student progression and formal recognition, such as level completion, graduation, licensure, or certification.

Finally, assessments are used to identify students who may be underperforming relative to their peer group, prompting review of placement and potential intervention supports. In cases where a student is not adequately progressing in a course, reassignment to a remedial course or additional instructional support from teachers, paraeducators, or specialists may be required to ensure the student is able to complete course materials and meet academic expectations.

This cycle is led by the Instructional Leadership Team (ILT) and supported by counselors, paraeducators, and assessment staff, ensuring that data directly shape instruction and student support.

Retention

CICA addresses student retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagement systems coordinate efforts to strengthen two-way communication between students and the school. Retention is supported by a team of professionals, including counselors and academic staff. This collaborative approach enhances student relationships and contributes to increased achievement and retention.

Program Audit

CICA provides TRUSD with a comprehensive annual performance report that includes, at a minimum, the following data:

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

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

- ~~CICA will develop a~~HCCTS Board of Directors during the year.
- Data on the level of student involvement in CICA and summary data from an annual student satisfaction survey.
- Data regarding the number of staff working at CICA and their qualifications.

- A copy of the CICA health and safety policies and/or a summary of any major changes to those policies during the year.
- An overview of CICA admissions practices during the year and data regarding the numbers of students enrolled, the number on waitlists, and the number of students expelled and/or suspended.
- Analyses of the effectiveness of CICA's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

Local Control and Accountability Plan (LCAP)

CICA develops its Local Control Accountability Plan (LCAP) in accordance with the template adopted by the ~~state board.~~ State Board of Education. The LCAP serves as the school's comprehensive planning and accountability tool, integrating academic goals, fiscal priorities, and stakeholder input. Previous to the adoption of a state board template, CICA will follow the basic methods used for the ~~school accountability report card. The Local Control~~School Accountability ~~Plan will include~~Report Card. The plan includes measurable pupil outcomes ~~based upon~~ aligned to the state priorities~~, which apply to the nature of the program we will operate, as defined~~ outlined in California Education Code ~~Section~~§ 52060(d), as well as local priorities ~~defined by the school itself.~~

~~Given the learning curve of any startup organization, the initial annual goals in this petition aim to meet the current standards set by authorizing District. Thus the initial annual goals were derived from the baseline of current rates of Twin Rivers Unified School District's K-12 schools, and Twin Rivers Adult School (TRAS), as appropriate (Walker, 2013b). CICA will measure each applicable goal for each California recognized subgroup, including: ethnic subgroups, socioeconomically disadvantaged pupils, English learners, students with disabilities, and foster youth. We have also defined the ultimate goal we wish to reach, which we will strive to have all subgroups reach equally. As we meet~~identified by CICA to address the specific needs of adult learners. These priorities encompass academic achievement, student engagement, school climate, access to a broad course of study, and workforce readiness. The LCAP is updated annually through a collaborative process that engages students, staff, and community partners. Each year, CICA presents both the annual ~~goals, we will raise our standards toward these ultimate goals~~update to the LCAP and the Local Control Funding Formula (LCFF) budget overview for parents at a public meeting of the Board of Directors, no later than February 28. This presentation ensures transparency, provides opportunities for feedback, and demonstrates the school's commitment to continuous improvement and fiscal responsibility.

~~Element 4: Organizational System and Governance Structures~~

~~*Governing Law:*~~ .

Element B Measurable Student Outcomes and Element C Student Progress Measurements



Element D Governance

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.

~~California Education.~~" (Ed. Code ~~Section~~§ 47605 ~~(b) ((c)(5) ()(D)).~~)

~~Highlands Community Charter and Technical Schools Nonprofit Corporation~~

~~California Innovative Career Academy(CICA) will be operated under~~ California Innovative Career Academy (CICA) operates as a directly funded independent charter school under Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation, in compliance with applicable California law and federal law. CICA commits to maintaining its nonprofit status in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical ~~School (HCCTS) public benefit corporation. CICA will operate~~School's Board of Directors (the "Board"), which is the governing authority for CICA and is ultimately responsible for ensuring that the school remains faithful to its mission, operates in compliance with its charter, and maintains fiscal viability. The Board functions in accordance with its bylaws, California nonprofit law, and applicable provisions of the Education Code. While the Board maintains fiduciary responsibility and ultimate decision-making authority, it delegates day-to-day management to CICA's Executive Leadership Team.

CICA operates autonomously ~~501(c)3, although in close harmony~~while maintaining a cooperative relationship with Twin Rivers Unified School District~~,~~ (TRUSD), with ~~the exception of the~~ supervisory oversight as required by statute and other contracted services as negotiated between CICA and ~~Twin Rivers Unified School District.~~ TRUSD. Pursuant to California Education Code ~~Section~~§ 47604(~~c), Twin Rivers Unified School District shall~~d), TRUSD will not be liable for the debts and obligations of CICA, ~~which is~~ operated by a California public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by CICA as long as ~~Twin Rivers Unified School District~~TRUSD has complied with all oversight responsibilities required by law~~. The CICA board will comply with the Brown Act and all other necessary laws~~.

~~Board of Directors~~

~~CICA~~ Governance Procedures and Operations

Meeting Requirements and Procedures

All meetings of the CICA Board of Directors are conducted in full compliance with the Ralph M. Brown Act and Education Code § 47604.1(c). Meetings are open to the public, and each agenda includes an opportunity for community input regarding the California Innovative Career Academy.

Agendas are posted prominently at the school's main office and on the CICA website at least 72 hours in advance of regular meetings and 24 hours in advance of special meetings. Emergency meetings may be called without standard notice when immediate action is required, consistent with the Brown Act.

Meetings are held at the principal office of CICA or at other publicly accessible, non-discriminatory locations within California as designated by Board resolution or meeting notice. Teleconferencing is permitted, provided that the public may attend from all listed locations and all votes are conducted by roll call. Pursuant to AB 2449 (effective through January 1, 2026), Board members may also participate remotely under specific conditions without disclosing their physical location, provided public access requirements are maintained.

Approved minutes are posted to the CICA website within 72 hours and are made available to the public upon request. The Board meets regularly—typically monthly during the school year—and adopts an annual calendar of meetings, with adjustments made as needed to accommodate holidays or other scheduling conflicts.

Decision-Making Procedures

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

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

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

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

Board Composition and Membership

Board of Directors

Sharon Rocco (Corporate Vice-President)



Sharon Rocco was born in Oregon and moved to California in 1959. In 1967, Rocco moved to Manila, Republic of the Philippines, and graduated high school from Brent Episcopalian Boarding School in Baguio City. In 1969, she returned to Sacramento, California and completed college at California State University, Sacramento with a Bachelor's degree in Social Work and Corrections. Sharon began her career in 1975 with the California Department of Corrections as a Parole Agent and served both in rank and file and administrative positions until she retired in 2005. Sharon was elected to Highlands Community Charter and Technical Schools' Board of Directors in July 2015.

Mary DeChance (Corporate Treasurer)



Mary DeChance is an educational leader who began her career as a Resource Specialist and later made meaningful impacts as a Principal, District Director of Special Education, District Director and Interim Coordinator for Early Childhood Education. Mary most recently was Faculty Lead at National University serving from 2005 until her retirement in 2016. Mary holds a BA in Behavioral Science and a Master's Degree in Special Education from the National University. Mary was appointed to the Highlands Community Charter and Technical Schools board in November 2020 where she will be ~~governed by~~a welcome addition to the nine-person board.

Mike Reid (Corporate President)



Mike Reid is a Board Member for Highlands Community Charter and Technical Schools. He has been an educator for over 38 years and has served in various roles throughout his career, including teacher, Vice-Principal, Principal, and Schools Superintendent. He has had the opportunity to assist and be recognized for three California Distinguished Schools.

His work in charter schools spans over nine years, during which he oversaw the development of a new charter school and served as the Learning Analyst for another. He also served as a consultant for the state of Hawaii for nearly three years, focusing on school academic improvement.

Board Member Selection Process

The Board of Directors shall consist of a minimum of three and a maximum of eight members; however, following the resignation of any director serving as of September 20, 2024, the maximum number of members shall be reduced to seven. To mitigate the occurrence of tie votes, the Board endeavors to maintain an odd number of members. Furthermore, school districts or county offices authorized to oversee HCCTS schools are entitled to appoint one voting representative to the Board.

Candidates for Board membership are sought from diverse professional backgrounds, including education, finance, law, public policy, human resources, and community leadership. Ideal candidates demonstrate alignment with CICA's mission, a commitment to its success, and the ability to provide expertise or resources in support of the school.

People who work for the school (or have close family ties to someone who does) cannot serve on the Board. Each director serves a 3-year term and stays in the role until a new director is chosen. If a director leaves—due to resignation, death, legal issues, or missing three meetings—the Board can fill that spot by majority vote. Chartering authorities can fill or remove their own representatives.

In accordance with Education Code § 47604.2(b)(2), the Board may, upon receipt of a qualifying petition, choose to include at least one student member. If appointed, the student member may be granted preferential voting rights as provided by law.

Board members may resign at any time by submitting written notice. However, no resignation shall be effective if it would reduce the Board below the minimum required membership, unless the Attorney General is notified. Should a vacancy arise due to resignation, death, legal disqualification, or failure to attend three consecutive meetings, the Board may fill the position by majority vote. Chartering authorities retain the right to appoint or remove their own representatives. Reductions in the Board's authorized size will not prematurely terminate current directors' terms.

CICA will not make contracts or approve actions where a director or key employee have a potential financial interest in the contract or action that precludes CICA from approving the same pursuant to Section 1090, the PRA, or other statutory, regulatory, or common law preclusions of conflicts of interest. It also will not loan money or property to any director or officer, except it can advance money for work-related expenses that will be reimbursed. Lastly, CICA promises to protect and cover legal costs or damages for its directors, officers, employees, and certain others if they face lawsuits or legal actions related to their role, as allowed by law. If someone asks for this protection, the Board will quickly decide if they qualify and approve it if they do.

Officers of the Corporation: Roles, Responsibilities, and Appointments

The Corporation is required to have a Chair of the Board, President, Secretary, and Treasurer, with the option to appoint additional officers as needed. Officers are appointed by the Board, report to the Board, and may have duties outlined in employment contracts. One person can hold multiple officer roles, except that the same person cannot be both Chair/President and Secretary/Treasurer. Officers may be removed by the Board or resign with written notice.

Vacancies are filled following the same process as original appointments. The Chair leads Board meetings; the Vice-Chair fills in when the Chair is absent. The President (also called Executive Director) manages the Corporation's daily operations. The Secretary keeps records of Board meetings and official documents, while the Treasurer manages the Corporation's finances, provides reports, and may be required to give a bond to ensure proper handling of funds.

All Board Members are required to complete annual training in the Brown Act, conflict of interest compliance, sexual harassment prevention, mandated reporting, and any other state-mandated governance trainings. This ensures that directors remain fully informed of their legal responsibilities, ethical obligations, and best practices for charter school governance.

Roles of the Board

The Board of Directors is responsible for managing the Corporation's activities and has the authority to make key decisions. This includes hiring and removing staff, setting their duties and pay, relocating offices, operating in or outside California, borrowing money, using a corporate seal, and seeking outside funding to support and expand the organization's services. All actions must follow applicable laws and the Corporation's governing documents. For more information, see the bylaws in the appendix.

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

Executive Leadership

The Executive Leadership Team at California Innovative Career Academy (CICA) provides the vision, expertise, and operational management necessary to sustain a high-quality learning environment that advances student achievement. Working under the authority of the Board of Directors, the Executive Cabinet—which includes the Executive Director, Deputy Directors, Director of Executive Services, Chief Business Officer, Director of Accountability and Assessment, and Director of Human Resources—oversees the development, implementation, and continuous evaluation of the school's core systems and policies.

The Cabinet is responsible for ensuring excellence across all operational and instructional domains, including finance, assessment, curriculum and instruction, facilities, human resources, compliance, and organizational accountability. Through collaborative leadership and data-driven decision-making, the Executive Leadership Team ensures that CICA remains faithful to its mission, responsive to student and community needs, and aligned with state and federal accountability requirements.

Governance Structure

CICA affirms that its Board of Directors serves as the sole governing authority of the Charter School. The Board holds ultimate responsibility for the governance and oversight of CICA, with each member carrying a fiduciary duty to safeguard the long-term success and sustainability of the organization. The Board is charged with addressing all major governance and operational matters in accordance with applicable laws, Board policies, and the terms of the Charter. Key responsibilities include overseeing the school's financial health, ensuring proper expenditure and accountability of public funds, establishing general and curriculum-related policies, approving and monitoring the annual budget and financial procedures, and engaging in strategic planning and fundraising efforts. The Board is also responsible for the selection, evaluation, and, if necessary, dismissal of the Executive Director, as well as the approval and oversight of personnel policies. In addition, the Board works to build broad-based support and strategic partnerships that further the mission of the school. To fulfill its oversight role, the Board meets regularly to review academic and operational data, financial reports, and compliance documentation. Through these processes, it ensures alignment with the school's mission, holds leadership accountable, and monitors key performance indicators to drive continuous improvement.

CICA has adopted ~~corporate bylaws, which shall be consistent with the terms of this charter. The Board consists of at least 5 directors, with a maximum of 11 directors. All directors are designated by the existing Board of Directors. Board members serve a term of 3 years. CICA has adopted a conflicts~~a conflict of interest code ~~which~~that complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school-specific conflicts of interest regulations~~ (see Appendix D – Board Bylaws). As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval.~~. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, CICA's Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to Government Code section 1090 and the Political Reform Act. The Board further acknowledges and abides by governance requirements under the Brown Act, Public Records Act, and other applicable state laws. The responsibilities of the CICA Board as further outlined in the Bylaws include but are not limited to:

~~The Board meets on a regular basis (e.g., monthly during the school year and as appropriate at other times). The responsibilities of the CICA Board as further outlined in the bylaws include but are not limited to:~~

- Uphold the Vision of the Charter School.
- Oversee the implementation of the ~~School's~~CICA's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School~~ and staff~~.
- Ensure compliance with applicable ~~laws~~law, such as the Public Records Act, and policies such as the Conflict of Interest~~. Compliance with 1090~~ Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.

- Monitor management of school liabilities, insurance, health, safety, and risk-related matters.
- Receive and review ~~monthly~~quarterly financial reports and the yearly financial audit.
- Work with ~~chief administrator~~the Executive Director to set goals.
- Enact policies to support the successful operation of CICA.
- Attend ethics training (AB 2158).

Board Committees

To deepen partner input into governance,

~~The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established, and consistent with the Articles of Corporation. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed by law upon it and may delegate to an employee of the School any of those duties. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.~~

~~In accordance with Education Code Section 47604(b), Twin Rivers Unified School District may appoint a representative to sit on~~ the Board of Directors~~. If Twin Rivers Unified School District chooses to do so,~~ may form standing or ad hoc committees, in accordance with bylaws and applicable law. Committees may include representatives from staff, students, or community partners where appropriate, ensuring the school's governance remains inclusive and mission-aligned.

Educational Partner Involvement

Educational Partner Involvement Plan and Process

CICA ~~may appoint an additional member~~affirms that the perspectives of students, staff, and community partners are essential to strong governance and continuous improvement. As an adult-serving charter school, student voice is central to shaping program design and school culture. The Board and leadership team actively solicit, value, and incorporate feedback from educational partners to ensure ~~that~~ decisions remain responsive to the needs of CICA's diverse learning community.

As part of its continuous improvement efforts, California Innovative Career Academy (CICA) conducts Educational Partner (EdPartner) events throughout the year, beginning each fall with the distribution of staff and student climate surveys. Starting in the 2024–2025 school year, both surveys are administered via SurveyMonkey to enhance anonymity and encourage honest, constructive feedback.

The staff survey is distributed first and has seen steadily increasing participation, with 346 CICA staff and 13 Equity Initiatives staff responding in 2024–2025—up from 223 respondents the previous year—resulting in a participation rate of 92.76%. The survey includes questions across several key areas: mission, vision, and schoolwide goals; communication and leadership; workplace culture and environment; onboarding and support; compensation and benefits; digital tools and technology; professional development and growth; and curriculum and instruction. These categories are designed to assess organizational strengths and identify areas for growth.

Survey results are presented to the HCCTS Board of Directors and shared with all staff through infographic posters displayed at every school site to promote transparency and engagement.

The student climate surveys are sent out to all students in eleven different language options. In the 2024-2025 school year, the survey was hosted on Survey Monkey which allowed for ease of use for students as well. Teachers are encouraged to have their students take the survey during class to increase participation.

CICA's student survey was available to students in 12 languages, including English, Spanish, Russian, Ukrainian, Dari, Pashto, Arabic, Chinese, Vietnamese, Armenian, Turkish, and Hmong, and resulted in 3,610 student responses, compared to 2,169 last year. In February 2024, CICA held the Reading with Relevance event to gather information on the curriculum and its impact. CICA engaged 36 educational partners during this event and had them participate in the Reading with Relevance Book Fair Impact Survey afterward.

During the Black History event in February 2024, CICA focused on engaging educational partners and collecting feedback. The Black History Month Assembly Feedback Form from February 2024 garnered 27 responses from educational partners.

During the Building a Community School Lunch and Dinner sessions, CICA concentrated on gathering suggestions for improvements in the domains of wellness, health, social-emotional support, additional academic opportunities, CTE, and community enhancements. CICA held discussions with educational partners, which resulted in 22 summarized responses on the Building a Community School survey.

In March 2024, CICA hosted a meeting with principals to gather their insights on the key challenges and opportunities for growth. Following the discussions, participants were requested to complete the Principal Feedback Survey, which provided subsequent data from 6 principals.

In April 2024, CICA sent out the Leadership Survey to collect the directors' feedback on the following categories: communication, job and role clarity, work environment, recognition, relationships, curriculum, and professional development. CICA has gathered responses that highlight the enhancements across the categories, alongside some challenges. Seven of the directors participated in the Survey.

In April 2024, CICA facilitated a Your Voice Matters event for CTE programs at the Grand Avenue campus. CICA engaged 42 educational partners and gathered feedback on strengths, improvement areas, and solutions.

In the 2023-2024 school year, CICA hosted four (4) educational partner events titled Your Voice Matters, compared to one in the previous year. The purpose of visiting more sites was to get more feedback from students with different needs at various school locations. For the 2023-2024 school year, CICA gathered educational partner feedback from a total of 830 including 26 responses from students who enrolled in the Equity Initiatives program at the "Your Voice Matters" events compared to 270 in the 2022-2023 school year. Combined with the all-staff climate surveys and student surveys, the principal meeting, leadership feedback survey, and

other educational partner events, CICA engaged 4,926 while gathering educational partner feedback.

Each educational partner event had a facilitator and notetaker who led the discussion in three areas: school strengths, opportunities for growth, and possible solutions for improvement. The responses were recorded in Google Forms. CICA analyzed the data to identify growth areas and build the LCAP goals and actions. CICA found a high level of consistency in climate surveys and educational partner responses. After careful review, CICA used this feedback to determine where to increase and decrease spending.

CICA encourages students and staff to attend, speak, and present at Board meetings; CICA requests that students and staff complete various surveys. CICA proactively reaches out to students regularly to encourage them to meet with the counselors to continue discussing their goals and needs; and CICA is ~~maintained~~proudly responsive to the feedback CICA receives.

CICA encourages and teaches the students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during EdPartner events. Following these events, the data is reviewed, proposals for a new funding formula are created and presented to the board of directors as well as the executive cabinet. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comments and final plans are approved at a public board meeting. CICA will consider TRUSD recommendations and comments when drafting its LCAP. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget each year as part of a nonconsent item at a regularly scheduled Board meeting.

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

Element E Employee Qualifications

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

California Innovative Career Academy (CICA) is committed to recruiting and retaining professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional roles. All employees must align with the school's instructional philosophy, mission, and vision and demonstrate the expertise and commitment necessary to support student success.

In accordance with Education Code §47605(e)(1), CICA shall remain nonsectarian in its employment practices and operations. The Charter School shall not discriminate against any individual (employee or pupil) based on actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or any other characteristic contained in the definition of hate crimes set forth in Penal Code §422.55, or based on association with an ~~odd number of Directors~~individual who has any of the aforementioned characteristics.

~~Element 5:~~Employee Positions And Qualifications

Hiring and Selection Process

CICA recognizes that excellent schools are built on excellent employees. All positions are filled through a recruitment and hiring process that ensures alignment with CICA's mission, compliance with state and federal law, and adherence to Board-adopted personnel policies.

- Job Descriptions: Every position is defined by a detailed, Board-approved job description outlining required qualifications, duties, and reporting structures.
- Applicant Screening: Human Resources (HR) prescreens all applicants via EdJoin.org to verify minimum qualifications. Only qualified applicants are advanced for interviews.
- Interviews and Recommendations: Panels may include administrators, staff, or community representatives, and applicants are evaluated using a structured rubric.
- Final Approval: HR and hiring managers recommend candidates to the Executive Director, who makes final hiring decisions.
- Nepotism Policy: Consistent with Board Policy 4212.8, relatives may not participate in hiring or evaluation processes where family members are involved.

Recruiting Qualified Teachers

CICA recruits well-qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third-party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held

each spring at Sacramento State University in order to meet with new teachers beginning their careers. This allows us to market our charter school as a competitive organization in which to work. We also send out recruitment flyers to additional institutes of ~~Employment~~ higher education in the surrounding area, per the school's staffing needs.

Employees

CICA recognizes that to have an excellent school, ~~that you~~it must have excellent employees. CICA will draw upon the pool of excellent adult education teachers ~~who were~~ previously ~~laid off from~~ employed by Twin Rivers Adult Education. Proposed salaries and benefits for administrators, certificated faculty, and classified staff have all been modeled after the Twin Rivers' salary scales and employee contracts.

~~***Employee Qualifications***~~
~~***Governing Law: The qualifications to be met by individuals to be employed by the school.***~~

~~California Education Code Section 47605 (b) (5) (E)~~

Employee **Overview**

All employees of CICA ~~will be~~are committed to developing the social, civic, character, and academic potential of each student. All staff members ~~will~~ possess experience and expertise appropriate for their position according to the CICA adopted personnel policies, and federal and state statutes applicable to charter schools. Selection and appointment of employees at CICA will be the exclusive prerogative of CICA.

CICA ~~will~~does not discriminate against any applicant on the basis of his/her race, creed, color, national origin, age, gender, gender expression, gender identity, disability, or any other basis prohibited by Education Code ~~Section~~§ 220. CICA shall comply with all applicable laws regarding criminal background checks, including Education Code ~~Sections~~§ s 45125.1 and 44237.

Executive Team
~~The executive team at California Innovative Career Academy plays a critical role in creating, improving, and maintaining a meaningful learning environment that promotes the academic progress of our students. Through high quality leadership, our executive team successfully develops, implements, and evaluates school systems and policies, including but not limited to finances, assessment, facilities, and accountability measures under the direction of a school board. Our CICA executive team job descriptions and qualifications are outlined below.~~

~~***Executive Director***~~

The Executive Leadership Team provides the vision, management, and accountability systems necessary to ensure CICA's academic and operational success. Under the authority of the Board of Directors, the Executive Team designs and oversees schoolwide policies, systems, and compliance.

2025–2026 Executive Team

- Jonathan Raymond – Executive Director
- Mathew Lemos – Chief Business Official
- Teresa Cummings – Chief Operations Officer
- Eric Chapman – Chief Academic Officer

Job descriptions and resumes of the Executive Team are included in the Appendix.

Executive Director: Serves as the chief administrator responsible for the planning, operation, supervision, and evaluation of all educational programs, services, and facilities; hiring and performance management of personnel; oversight of finances and compliance reporting; and partnership development.

For more information on the resumes of each of the cabinet members and their job descriptions, see the appendix.

Executive Director

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

~~***Director of***~~ **Independent Study** **Compliance Coordinator**

~~The *Director of Independent Study* is responsible for overseeing the Independent Study instructional model, including program compliance regarding attendance, CALPADS reporting, instructional assignment and assumes administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs and services for CICA and for the performance appraisal of the Independent Study staff. It is the responsibility of our Independent Study Director to oversee selection and employment of CICA personnel, evaluation, promotion, termination or discipline of CICA personnel, and the preparation and submittal of reports as directed by the Executive Director to include regular goals and forecasts~~

~~as directed. The CICA Independent Study Director manages the day-to-day operations of CICA by preparing and submitting required budgets and reports as required by a charter school. The Director of Independent Study develops partnerships for providing educational services by CICA, works closely with the Executive Director, interacts with CICA accountants and attorneys, and performs other duties lawfully assigned by the Executive Director. Background knowledge of Independent Study and its components related to state and local measures for accountability are essential. The Director of Independent Study must have a thorough knowledge of schools SIS (Student Identification Systems, e.g. Powerschool) and its use for guiding Independent Studies as well as the ability to function independently and effectively. The CICA Independent Study Director must minimally possess a bachelor's degree or any experience directly related to the field of work equivalent to a (4) four year degree and program administration and planning experience, preferably with experience in management as an executive officer.~~

~~Independent Study Coordinator~~

~~The CICA *Independent Study Coordinator* is responsible for overseeing the Independent Study program and compliance including attendance. The IS Coordinator has the ability to coordinate the Independent Study (IS) Program. This is a classified administrative position. The CICA Independent Study~~The CICA Independent Study Compliance Coordinator is responsible for overseeing the Independent Study (IS) Program and program compliance, including attendance accounting, documentation, and reporting. This is a classified administrative position. The CICA Independent Study Compliance Coordinator should possess a BS or BA degree from a recognized college institution, or a degree of a similar nature that is in alignment ~~to~~with the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability ~~are~~is essential. The Independent Studies Coordinator must have thorough knowledge of ~~school~~the school's SIS (Student Identification Systems, e.g~~.~~., PowerSchool) and its use for guiding Independent Studies, as well as the ability to function independently and effectively. In this position, it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with ~~regards~~regard to communication, record keeping, and staff presentations associated with Independent Studies. The CICA Coordinator can communicate effectively and clearly both orally and in writing with a diverse staff and student population.

~~Office Assistant (Independent Study)~~

~~CICA will employ an Office Assistant who plans and organizes the activities of assigned sections within the established office as directed. The Office Assistant is responsible for the maintenance of records, reports, and student filing procedures and analyzes assigned projects. At a minimum, the Office Assistant must possess prior experience, training, and education with prior experience. Experience working in a school setting is preferred, as is being bilingual, preferably in one or more of the following languages: Spanish, Farsi, or Slavic dialects.~~

~~Academic Coordinator (Independent Study)~~

~~A main duty of an Academic Coordinator is to help in the development and implementation of~~

~~instructional materials and curriculum programs that will meet educational standards. The Academic Coordinator will have the proper credentials and/or any California teaching certificate, permit, or other documents equivalent to that which a teacher in other public schools would be required to hold pursuant to Education Code Section 47605(l). CICA teachers shall meet or exceed all "highly qualified requirements" under the No Child Left Behind Act ("NCLB") or other relevant federal act, as applicable to charter schools. The Academic Coordinator will have an Administrative Credential.~~

Counselor (Independent Study)

CICA Counselor will provide academic, college/career, and social-emotional counseling ~~and guidance services to students~~tailored to adult learners in an Independent Study environment. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. CICA Counselors refer students to other community resources, support groups, and social service agencies as appropriate. At a minimum, CICA Counselors possess a Bachelor's Degree ~~of~~in Education or School Counseling with a 7-12th grade level certification, two (2) years of experience as a high school counselor, and a valid Pupil Personnel Services Credential with an academic school counseling emphasis.

~~***ELD (English Language Development) Counselor***~~

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

Teachers (Independent Study)

CICA will comply with all applicable state and federal laws ~~in regards to employee~~regarding teacher credentialing and qualifications. ~~Teachers for core, college preparatory classes~~In accordance with Education Code §47605(l)(1), all CICA teachers must hold a valid California teaching certificate, permit, or other ~~documents equivalent to that which a teacher in other public schools would be required to hold pursuant to Education Code Section 47605(l). CICA teachers shall meet or exceed all "highly qualified requirements" under the No Child Left Behind Act ("NCLB") or other relevant federal acts, as applicable to charter schools. These documents shall be~~ credential appropriate to their assignment, as issued by the California Commission on Teacher Credentialing (CCTC). Credential documentation will be maintained on file at CICA headquarters and ~~shall be subject to periodic~~ made available for inspection by Twin Rivers Unified School District~~. Teachers shall be hired by the Board of Directors upon recommendation by the Principal.~~

~~No later than September 1 of each year, CICA shall provide Twin Rivers Unified School District proof of employment of appropriately credentialed, "highly qualified" full-time equivalent teachers at CICA for that school year consistent with the qualification requirements. CICA agrees to employ teachers according to the applicable "highly qualified," criteria in federal and state law. Twin Rivers Unified School District reserves~~, which retains the right to review ~~CICA~~ hiring decisions to ensure compliance with ~~applicable~~ federal and ~~State~~state mandates ~~regarding~~

~~highly qualified teachers and to determine whether a teacher is deemed to be appropriately credentialed and "highly qualified." Flexibility will be given to teachers hired by CICA for non-core courses as permitted by Education Code section 47605(l).~~.

~~Further, given that CICA's mission is to provide serves organize for adults, teachers may hold appropriate Adult Education or other Designated Subjects credentials (Walker, 2012a), or may hold a credential traditionally used in California high schools. Further, since "classes organized primarily for adults" is also one of the included categories of alternative curricula (Education Code Section 44865), CICA teachers may fulfill their highly qualified status via California's Verification Process for Special Settings (VPSS), or through traditional means such as the California High Objective Uniform State Standard of Evaluation (HOUSSE).~~

~~At CICA we know that teachers are the direct line for ensuring that our students are able to achieve the goals set forth in our mission and schoolwide learner outcomes. Therefore, we screen and hire~~
CICA teachers must hold the California teaching certificate, permit or other document required for the teacher's certificated assignment pursuant to Education Code § 47605(l)(1).
CICA hires only ~~highly~~ qualified teachers. Teachers are responsible for ~~facilitating~~creating and sustaining a learning environment ~~supportive of~~that supports California state ~~educational~~ standards and ~~CICA~~ reflects CICA's educational philosophy~~.~~, with a strong emphasis on meeting the unique needs of adult learners. Teachers hold a minimum of a bachelor's degree from a degree-granting institution and a valid authorization to serve as a California credentialed teacher from the California Commission on Teacher Credentialing (CCTC). Additionally, all teaching staff ~~meets the highly~~are qualified ~~requirements of~~under the Elementary and Secondary Education Act (ESEA), also known as the Every Student Succeeds Act (ESSA), formerly known as the No Child Left Behind Act (NCLB). Accordingly, CICA teachers ~~of core academic subjects~~ have:

1. A bachelor's degree from a degree-granting college or university~~.~~.
2. A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or ~~an appropriate Adult Education or~~ other Designated Subjects credentials~~, and~~.

~~1. Demonstrated core academic subject matter competence. Demonstrated core academic subject competence for elementary grades is done through a California Commission on Teacher Credentialing (CCTC) approved subject matter examination or by completing the California High Objective Uniform State Standard of Evaluation (HOUSSE) certification process. Alternatively, as our classes are organized primarily for adults and constitute alternative curricula in Education Code Section 44865, CICA teachers may fulfill their highly qualified status via California's Verification Process for Special Settings (VPSS). High school teachers teaching in multiple subjects environments are subject to the same requirements. High School teachers working in specific subject matter areas are held to the middle/high school requirements of the ESEA/ESSA as follows:~~
~~1. Successful completion of the applicable CCTC approved subject matter examination~~
~~2. Completion of a coursework option such as:~~
~~1. a CCTC approved subject matter program;~~

3. ~~a major coinciding with the assigned area of~~ Demonstrated subject matter competence.

Teacher Credentialing

~~2.~~ HCCTS affirms that all classroom instruction~~;~~
~~3. a major equivalent (32 semester units); or~~
~~4. possession of a graduate degree in the core academic subject area to~~ must be ~~taught~~
~~3. Normal Board certification in the core academic subject to be taught~~
~~4. Completion of the HOUSSE certification process.~~

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

~~CICA key administrative staff will have training to assure understanding in determining the fulfillment of ESEA/ESSA's highly qualified requirements. CICA teacher~~ credentials ~~are reviewed by the Director of Curriculum and Instruction, the Credentialing Specialist and the Human Resources Generalist annually and on an ongoing basis as needed. These documents shall be maintained on file at CICA headquarters and shall be subject to periodic inspection by CICA.~~as recommended by the CTC and the San Diego County Office of Education. In February 2025, the CTC decided to enforce K-12 teaching credentials.

CICA has already implemented the following to improve compliance and accountability. In the 2024–2025 school year, HCCTS significantly changed its credentialing and staffing procedures. The school established a credentialing support team of internal staff and credentialing consultants and reviewed more than 300 staff profiles. Individual credential pathway plans were developed, and 269 one-on-one consultations were held with teachers. HCCTS launched a partnership with UMass Global to create an intern credential pathway with tuition coverage for staff and offered reimbursement for credential exam fees and coursework through Board Policy 4112.3: Teacher Credentialing Reimbursements. All staff with noncompliant assignments were notified, and instruction in July 2025 was suspended to allow credential corrections before the next school year.

Board Policy 4112.2 now requires all certificated staff to hold valid and appropriate credentials at the time of hire and to submit timely proof of renewal. In alignment with updated guidance from the CTC and CDE—and following the loss of DASS status—HCCTS has transitioned away from Adult Education credentials. All teachers are now required to hold single-subject or multiple-subject credentials.

To support compliance, HCCTS created a centralized credentialing dashboard and updated its use of Frontline to track credential status, staff evaluations, and assignment alignment.

Per Board Policy 4112.2, certificated employees must:

- Hold the appropriate credential for their assignment upon hire;
- Maintain active credentials and complete renewals as required;
- Adhere to applicable state and federal regulations;
- Submit proof of credential validity and renewal to Human Resources within required timelines.

For more information from the Board Policy 4112.2: Credentialing Requirements Communications, see the appendix.

Information Technology/Data Technician

~~CICA~~CICA's IT technicians ~~will support the~~provide critical technology ~~needs~~support for ~~our staff and~~ students~~, The IT technician will diagnose~~ and staff by diagnosing computer problems, ~~monitor computer processing~~monitoring systems, ~~install~~installing software~~ and perform tests on computer equipment and~~ , and maintaining digital tools. They also train staff and students to use instructional and administrative technology effectively.

Administrative Services Credentials

CICA encourages leaders to pursue Administrative Services Credentials through the Sacramento COE and San Diego COE. As of June 2025, fourteen (14) HCCTS employees have completed or enrolled in preliminary/clear administrative programs~~. The technician may also set up computer equipment, schedule maintenance and teach staff and students to use different types~~, including:

- Eric Chapman, Chief Academic Officer
- Teresa Cummings, Chief Operations Officer
- Mayra Valdivia, Senior Director of School Services
- Christina Martinez, Director of CTE, Workforce & Adult Education
- Andrew Michaud, Director of Instruction and Professional Learning
- Isa Cacho, Director of Student Services
- Melissa Roberson, Director of Accountability and Assessment
- Carol Zheng, Curriculum Coordinator
- Niccole Scrogins, Admin on Special Assignment
- Maya Freeman-Perry, CICA Principal
- Maria Pile, CICA Principal

Additionally, Catherine Thirkill (CASAS Coordinator) has been accepted into the next Sacramento COE cohort.

CICA has developed and adopted Board Policy 4331 – Administrative Credential Reimbursement, which outlines the reimbursement procedures for participation in approved credentialing programs. Additional details are provided in the appendix.

~~Element 6: Health and Safety Procedures~~

Evaluations

In the 2024–2025 school year, CICA adopted Board Policy 4115: Personnel Evaluation and Supervision, establishing a comprehensive evaluation system designed to promote continuous improvement, accountability, and alignment with the school's mission and goals. The policy applies to all certificated and classified staff and sets forth clear expectations for professional conduct, job performance, stakeholder engagement, and compliance with applicable laws and policies.

Evaluations are conducted annually and may include classroom observations, self-assessments, formal performance appraisals, and collaborative goal-setting, depending on the employee's role. Supervisors are responsible for providing timely, constructive feedback, maintaining accurate documentation, and supporting employee growth through individualized development plans. All evaluation records are treated as confidential and maintained in personnel files in accordance with state and federal privacy requirements. (See Appendix for full Board Policy 4115: Personnel Evaluation and Supervision.)

To support this process, CICA uses Frontline, an integrated platform for payroll, employee evaluation, and professional learning management. Frontline enables the secure storage of all employee evaluations, monitors performance trends over time, and standardizes evaluation practices across the organization. The system also issues automated reminders to supervisors regarding evaluation deadlines, ensuring timely completion. All employees are required to review and electronically acknowledge their evaluations within the system, reinforcing accountability and transparency.

Instructional Paraeducators

Instructional paraeducators at California Innovative Career Academy (CICA) play a vital role in supporting certificated teachers by providing instructional assistance, linguistic support, and translation services for students. To ensure all paraeducators meet minimum qualifications, CICA requires a high school diploma or equivalent, successful completion of an English proficiency exam with a score of 70% or higher, and the ability to communicate effectively with diverse student populations. In alignment with state and federal requirements, CICA verifies educational qualifications and exam results during the hiring process and maintains documentation to ensure compliance.

Applicant Screening

All job applicants at CICA go through a rigorous pre-employment screening process to ensure they meet all requirements and qualifications for the role they are applying for. CICA uses the

website Edjoin to post job openings. This is also where new applicants apply for positions. Within Edjoin, Human Resources is able to filter applications based on minimum qualifications before forwarding candidates to hiring managers. Only employees who meet these requirements are eligible for interviews. In alignment with Board Policy 4111, as part of the pre-employment job application, candidates must disclose any family relationships with existing employees to ensure that no relatives are involved in hiring decisions or placed in reporting relationships.

HCCTS Hiring and Anti-Nepotism Policy

To safeguard against nepotism or favoritism, HCCTS adopted Board Policy 4212.8, which prohibits relatives from participating in hiring or evaluation processes involving family members. Interviewers must complete disclosure forms, and all job postings, evaluations, and offers are now centrally tracked and reviewed by the HR department to ensure consistency and equity across the organization.

Organizational Chart & Job Descriptions

HCCTS maintains an up-to-date organizational chart that reflects current roles and reporting lines (See Org Chart). The organizational chart is reviewed and updated at least annually. During the 2024-2025 school year, HCCTS drafted and revised a total of 25 job descriptions. The purpose is to ensure role clarity for all employees and ensure there is consistency between the work performed, role requirements, and appropriate pay.

Hiring Process

1. **Position Authorization (Requisition Control)** The hiring process at California Innovative Career Academy (CICA) is designed to ensure consistency, transparency, and alignment with organizational needs and compliance standards. It begins with the submission of a Position Control Form (PCF) whenever a position needs to be backfilled or newly created. The PCF includes essential details such as the job description and a designated leadership contact and is reviewed weekly by the Executive Cabinet.

2. **Posting and Sourcing.** Upon approval and required signatures, the Human Resources team posts the position on EdJoin.org and other recruitment channels and also leverages partnerships with university preparation programs to broaden applicant pools.

3. **Screening.** Once posted, hiring managers review applicants within EdJoin by evaluating qualifications in relation to the job description. Candidates are categorized as prescreened, interviewed, or removed, providing a clear record of each applicant's status. Notes from prior interviews are required for third interview requests and must be documented either via email or directly in the EdJoin system. For current staff changes, such as promotions or changes in FTE, an EE Update—rather than a PCF—is submitted to accurately reflect the employee's new assignment. Altogether, this structured process supports effective hiring decisions while maintaining clarity, documentation, and compliance across the organization.

4. **Multi-step Interviews and Performance Tasks.**
   Qualified candidates proceed through multiple interviews (phone and panel). For instructional roles, candidates complete a demo lesson (live or video) to assess content

knowledge, pedagogy, and responsiveness to feedback; stakeholder participation (e.g., administrators/teachers, and, when feasible, students or parents) may be included, with the Principal retaining final hiring authority.

Employee Positions
See appendix for the 2025 Organizational Chart.

Professional Development
In the 2024–2025 school year, CICA adopted Board Policy 4131: Professional Development to support the continuous growth of all staff. Professional learning is mission-aligned, equity-centered, and outcomes-focused, with explicit attention to legal and regulatory requirements. Offerings include in-service training, workshops, online modules, and compliance sessions. In accordance with Education Code 47605.1(f) and our WIOA partnership, HCCTS may conduct professional development at any location in California.

The Executive Director oversees alignment to the mission, vision, and strategic goals; the Chief Academic Officer (or designee) coordinates systemwide implementation. Department leaders and site teams co-design contextualized, job-embedded sessions that meet local needs while advancing CICA's strategic priorities. All staff are expected to engage actively in PD and apply their learning in practice. Participation is supported by funding priorities and travel reimbursement per Board Policy 350.

Annual Professional Development

Professional Development
In the 2024–2025 school year, CICA adopted a Professional Development Policy to support the continuous growth of all staff: 4131 BP Professional Development. The policy aligns professional learning with CICA's mission, vision, and strategic goals, with a focus on improving student outcomes and meeting legal and regulatory requirements.

CICA offers a variety of professional development opportunities, including in-service training, workshops, online modules, and compliance-focused sessions. In accordance with Education Code 47605.1(f) and its WIOA partnership, CICA may conduct professional development at any location in California.

The Executive Director oversees alignment and implementation, while leadership identifies needs and encourages staff participation. Employees are expected to engage actively and apply their learning. Funding is provided in line with organizational priorities, and travel is reimbursed per Board Policy 3350. CICA evaluates professional development effectiveness through staff feedback, performance data, and evidence of improved practice, with a commitment to equity and access for all staff.

In 2024-2025, CICA offered extensive internal and external professional development, covering topics like CPR, active shooter response, equity, SEL, and leadership. CICA provides two all-staff mandatory Professional Development opportunities throughout the year: three days in August and two days in May. All staff training includes Title IX training, Mandatory Reporter &

Child Abuse Prevention Training, Sexual Harassment Prevention Training, FERPA, Workplace Violence Prevention Training, and Comprehensive School Site Safety Training.

Teachers and paraeducators receive training on assessments such as the California Science Test (CAST) and English Literacy and Civics (EL Civics) assessments, end-of-level assessments, and CASAS assessments. Additionally, teachers and paraeducators receive training on any curriculum updates and curriculum instructional strategies. Teachers in the process of getting their credential or who have their preliminary credential are assigned a mentor teacher and must meet with them regularly.

CICA recognizes the critical role of targeted professional development in fostering staff effectiveness and advancing organizational goals. While CICA offers all-staff professional development days to promote schoolwide alignment and collaboration, a dedicated portion of these days is intentionally reserved for department-specific professional development. This approach ensures that staff receive training that is both relevant to their roles and responsive to the unique needs of their departments.

To coordinate these efforts across departments, the Chief Academic Officer—or their designee—works collaboratively with department directors or lead team members to plan and implement tailored professional development sessions. This decentralized model promotes professional learning that is contextualized, job-embedded, and aligned with departmental objectives, while still supporting the broader mission and strategic priorities of CICA. For more information on department professional development, see the appendix.

Element F Health and Safety Procedures

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

That each employee of the charter school furnish ~~#~~the charter school with a criminal record summary as described in ~~Section~~§ 44237~~."~~.

For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of § 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of § 32282.

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

General Health~~,~~ and Safety~~, and Emergency Preparedness Plan~~ Compliance

~~Charter School~~ California Innovative Career Academy (CICA) shall comply with all applicable federal, state, and local laws relating to student and staff health, safety, and emergency preparedness. If CICA occupies or operates in a Twin Rivers Unified School District (TRUSD) facility, it shall adhere to all TRUSD health, safety, and emergency procedures and remain subject to inspection by relevant district offices.

Emergency Preparedness

Emergency Operations Guide

CICA's Emergency Operations Guide outlines protocols and responsibilities for responding to emergencies such as natural disasters, active shooter incidents, and hazardous material releases. The guide aligns with state law, assigns roles through the Incident Command System principles, and identifies all staff as disaster service workers and alternates. Staff must review the guide annually.

Emergency Drills and Staff Training

CICA conducts regular fire, lockdown, and evacuation drills at all campuses, in accordance with state regulations. All staff receive annual training in:

- Emergency response procedures
- Active shooter protocols
- CPR and First Aid certification
- Bloodborne pathogen exposure response

Staff agreements include a commitment to comply with emergency and safety procedures.

Emergency Safety Procedures

CICA shall adhere to the School Emergency Safety Procedures Handbook, drafted specifically for the needs of its facilities. This handbook includes, but is not limited to, the following responses: fire, flood, earthquake, active shooter, and hostage situations.

Staff shall receive training in emergency response, including appropriate "School-wide Safety Plan" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the principal and, if there is merit to the concern, the principal shall direct the School Safety Plan to be modified accordingly.



Student Health and Medical Services

Administration of Medication
CICA complies with Education Code §49423 for administering medications. The school will:

- Maintain trained staff to administer medication
- Store emergency epinephrine auto-injectors per §49414 and AB 1651 (2023)
- Include injector locations in annual legal notices

If albuterol inhalers are stocked, CICA will meet all requirements under §49414.7, including storage, access, and staff training.

Health Screenings and Immunizations
CICA complies with all student health requirements, including:

- Tuberculosis (TB) clearance per §49406 for employees, volunteers, and vendors in

frequent contact with students
- Immunizations and screenings per Health and Safety Code §§120325–120375 and Education Code §§49450 et seq.
- Maintenance of all health records on file

Suicide Prevention

CICA maintains and implements a pupil suicide prevention, intervention, and postvention policy pursuant to Education Code §215 and AB 58 (2021–22). The policy is developed and reviewed in consultation with stakeholders and school-employed mental-health professionals, reviewed and updated at least every five years, and aligned to current CDE guidance and best practices.

Mandated Reporting and Child Safety

Mandated Reporter Training

All CICA employees and individuals working on behalf of the Charter School are mandated reporters. As such, employees must complete annual child-abuse detection/reporting training annually that must occur:

- Within the first six weeks of each school year, or
- Within six weeks of employment for new hires

Training complies with Education Code §44691.

Criminal Background ~~requirements~~ Checks and Custodian of Records

- CICA complies with Education Code §§44237, 45125.1, 44830.1, 45122.1, and 44030.5 by: Fingerprinting and clearing all employees prior to employment;
- Ensuring contracting entities certify required clearances for any staff with student contact;
- Clearing unsupervised volunteers have cleared background checks;
- Requesting and receiving subsequent arrest notification from DOJ;
- Maintain evidence of compliance on file

The Executive Director is designated and confirmed as the Custodian of Records with the California Department of Justice.

Facilities, Restrooms, and Hygiene

Menstrual Products

Per Education Code §35292.6, CICA shall stock menstrual products in all women's restrooms, all-gender restrooms, and at least one men's restroom. Required notices will be posted prominently in each location.

All-Gender Restrooms

By July 1, 2026, each school site with multiple gender-specific restrooms will maintain at least one all-gender restroom that is:

- Clearly identified and designated with appropriate signage;
- Accessible during school hours and school-sponsored functions; and
- Equipped to protect privacy and safety (e.g., appropriate partitions/fixtures and disposal receptacles).

Implementation is underway during the 2025–26 school year to ensure full compliance by the statutory deadline. Students and staff may use facilities consistent with their gender identity and are protected from discrimination and harassment in all restrooms.

Drug-, Alcohol-, and Smoke-Free Environment
CICA maintains a drug-free, alcohol-free, and smoke-free environment for all students, staff, and visitors. This prohibition includes tobacco, nicotine, and vaping/e-cigarette devices on all school property, in school vehicles, and at all school-sponsored events.

Counseling and Student Support

CICA provides comprehensive counseling that is proactive, data-informed, and aligned to student goals.

Academic, College, and Career Counseling

- *Individual & Small-Group Advising:* Counselors meet with students for graduation planning, credit audits, and SMART goal setting; progress is reviewed at scheduled checkpoints each term.
- *College & Training Pathways*: Support includes application timelines, FAFSA/CADAA, placement options (noncredit, certificate, AA/AS, transfer), prior-learning/experience credit where applicable, and navigation of supports for adult learners.
- *Career Readiness:* Counselors connect students to CTE pathways, industry certifications, résumé and interview prep, and work-based learning; plans are aligned to local labor-market information.
- *Access & Equity:* Flexible appointment windows (in-person/virtual, multilingual) and outreach ensure working adults and caregivers can participate.

Social-Emotional Support
Staff across roles foster student social-emotional development through empathy, listening, and proactive referrals. Students needing additional support are connected to external mental health services when appropriate.

Legal Compliance Procedures

FERPA
CICA and its representatives comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code §49060 et seq

Unified Complaint Investigation Procedure

The Executive Director shall oversee the complaint and investigation process. Complaints unresolved at the site level will be addressed at the executive level.

CICA utilizes an anonymous complaint process through a third-party vendor called Navex. In the 2024-2025 school year, HCCTS partnered with Navex One to augment—not replace—the UCP, for anonymous or named reporting of concerns. Reports may be submitted via phone, web, or QR code. All Navex cases are logged, routed to HR for investigation, and closed with documented actions. Retaliation for good-faith reports is prohibited. (Internal practice statement.)

Human Trafficking Prevention

In accordance with Education Code requirements, CICA will inform parents/guardians of students in grades 6–12 about human trafficking prevention resources using the most appropriate methods.

Workplace Violence Prevention Plan

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Reference to Board Policies

CICA adheres to the following adopted Board Policies related to ~~school and~~ student health, safety, conduct, and ~~emergency preparedness.~~ non-discrimination:

~~If Charter School occupies and/or operates in a District facility, Charter School shall comply with all District health, safety, and emergency procedures and requirements applicable to District facilities and related operations, and shall be subject to inspection by the District's Facilities Services Division, Office of Environmental Health and Safety, and other District offices in the same manner as other Twin Rivers Unified School Districtcampuses.~~

~~Charter School shall adopt, implement, and maintain at all times a current, comprehensive, and site-specific Health, Safety, and Emergency Preparedness Plan ("Plan"), which must include but is not limited to provisions for building and site emergency evacuation as well as the acquisition and maintenance of adequate onsite emergency supplies. The Plan must include Charter School's requirements and procedures for protecting student health and safety during off-campus school-sponsored activities, including but not limited to field trips and transportation. Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.~~

~~Charter School shall provide all employees and other persons working on behalf of Charter School who are mandated reporters with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).~~

~~Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.~~

~~Charter School shall comply with the requirements of Education Code section 49475, with respect to any athletic program (as defined in Education Code § 49475) offered by or on behalf of Charter School.~~

~~Charter School shall periodically review, update and/or modify as necessary, its Health, Safety, and Emergency Preparedness Plan, and keep it readily available for on-site use. Charter School shall provide a copy of the Health, Safety, and Emergency Preparedness Plan for review upon CSD request.~~

~~***Family Educational Rights and Privacy Act (FERPA)***~~
~~Charter School, including its employees, officers, and representatives, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.~~

- -5125 BP Student Records
- 5131 BP Student Conduct
- 5132 BP Student Dress Code
- 3542 BP Vehicle Use
- 5144 BP Student Discipline
- 5131.6 BP Alcohol and Other Drugs
- 5144.1 BP Suspension and Expulsion
- 5145.2 BP Student Freedom of Expression
- 5131.7 BP Weapons and Dangerous Instruments
- 1250 BP Registration of Visitors, Guests, and Outsiders
- 5142 BP Children on Campus and the Early Learning Center
- 3516 BP School Safety & Emergency Preparedness Plan
- 4212.8 BP - Anti-Nepotism and Employment of Relatives
- 4119.12 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5145.71 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex

5141.31 BP Health Examinations,
~~Criminal Background~~ ~~***Clearances and Fingerprinting***~~
~~Charter School shall comply with all requirements of Education Code sections 44237 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.~~

~~Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of school site services and/or any contact with students, and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not~~

~~directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records. Charter School, including its administrators and officers, shall comply with the requirements of Education Code section 44030.5.~~

- Immunizations, and Oral Health ~~***Screening Requirements***~~Assessments

~~Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, or otherwise meet the requirements of Education Code section 49406. Charter School shall maintain TB clearance records and certificates on file.~~

~~Charter School shall comply with all federal and state legal requirements, including but not limited to the requirements of SB 277 (2015), related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.~~

~~***Safe Place to Learn Act***~~
~~Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.~~
~~-~~5145.3 BP Harassment, Discrimination, Intimidation, and Bullying

- ~~Suicide~~ Prevention ~~***Policy***~~

~~If Charter School serves students in grades 7-12, Charter School shall comply with the requirements of AB 2246 (2016), codified in Education Code section 215, including but not limited to the requirement that the school's pupil suicide prevention policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.~~

~~***Custodian of Records***~~
~~CICA designates the Executive Director to serve as the school's Custodian of Records per California Department of Justice requirements. The Executive Director is confirmed as the Custodian of Records by the California Department of Justice.~~

~~***Promoting Student Health and Wellness***~~
~~CICA~~
Comprehensive School Safety Plan
The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year. The CSSP will ~~ensure the safety of the students and staff by~~ identify strategies and programs that maintain a high level of school safety and document CICA's procedures for complying with all applicable ~~state and federal safety~~ laws. ~~CICA shall adhere to Board policies pertaining to the safety and health of all employees and students.~~

~~***Health, Wellness, and Nutrition***~~
~~CICA Health curriculum reflects California State Standards and teaches students about a fit and healthy lifestyle. With the diversity of cultural backgrounds we serve in each of our classrooms, it is essential that we put great effort into Health education in our classrooms. Many of our students need help navigating and utilizing community resources available to them to access basic health knowledge for developing a healthy lifestyle. Our teachers proudly emphasize health education for our students while our Student Support Services staff continually evaluate and address the needs of our students.~~

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

~~***Academic, College, and Career Counseling***~~
~~Counselors meet with students one-on-one throughout the school year to discuss academic progress and set SMART goals (specific, measurable, attainable, relevant and timely). English Language Development (ELD) students also meet with ELD~~ At minimum, the CSSP will address the safety topics by Education Code § 32282(a)(2)(A)-(N) including:
~~**Navigators** in groups and individually to discuss general academic topics such as graduation requirements and promotion goals. Counselors offer college and career counseling through individual and group sessions.~~

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

~~***Background Checks***~~
~~CICA certifies that criminal record summary information has been obtained for all staff prior to employment. Classified staff submit fingerprints to a California and multi-state Live Scan prior to employment. The multi-state search should ensure all convictions are reported. Furthermore, CICA shall comply with the applicable state and federal laws regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to engaging in employment, volunteerism, or contract services or any other unsupervised contact with students of the Charter School. The CICA Executive Director or appointed confidential designee shall review California Department of Justice and Federal Bureau of Investigation reports on prospective employees, contractors, and volunteers to determine whether an individual may provide service within the charter school network, except with respect to reports relative to her or himself, in which case a confirmed member of the Governing Board or appointed confidential~~

~~designee will review the respective report. The Executive Director or appointed confidential designee shall monitor compliance with this policy on a continuous and ongoing basis.~~

- ~~***Mandated*** Child ~~***Abuse Reporting***~~abuse reporting procedures

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

- Routine and emergency disaster procedures
- Policies for students who committed an act under Education Code §48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code Education Code §49079

Anti-
~~Tuberculosis (TB)~~ ~~***Testing***~~

~~CICA shall adhere to existing state laws regarding tuberculosis testing of employees. CICA requires tuberculosis testing of all employees working in direct contact with students. California Innovative Career Academy certifies that applicable health record information has been obtained for all relevant employees and volunteers prior to initial employment.~~

~~***Immunizations***~~

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

~~***CPR/First Aid Training***~~

~~All designated employees are CPR and First Aid trained.~~

~~***Blood borne Pathogens***~~

~~California Innovative Career Academy will adhere to state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. CICA will establish a written infection control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV). This plan includes the training of staff and will be included in the Charter School's comprehensive safety plan. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students will be directed to follow the latest medical protocol for disinfecting and waste disposal procedures.~~

~~***Drug Free/Alcohol Free/Smoke Free Environment***~~

~~CICA maintains a drug, alcohol, and smoke-free environment (workplace and campus).~~

~~***Integrated Complaint and Investigation Procedure***~~

~~CICA shall utilize a complaint and investigation procedure to centralize all complaints and concerns coming into the school. Under the direction of the Board, the Executive Director shall be responsible for investigation, remediation, and follow-up on matters submitted through this~~

~~procedure. All issues not resolved by the school site may be resolved at the executive level.~~

~~Discrimination and Harassment Policies and Procedures~~

- ~~CICA is committed to providing a workplace free of~~ discrimination and ~~sexual~~ harassment~~. There are three components to this commitment~~ policy consistent with Education Code § 200
- Provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe, orderly environment conductive to learning
- Rules and procedures on school discipline pursuant to Education Code §35291, 35291.5, and 47605
- Procedures for conducting tactical responses to criminal incidents
- Procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
- A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

Discrimination and Harassment Policies and Procedures

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

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the

support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code § 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety

California Innovative Career Academy complies with Education Code §47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. CICA adheres to laws specific to charter schools on the local and state level regarding facilities. CICA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code § 32001. If CICA is not operating under the safety plan of the facility where it is housed, it will implement its own school safety and disaster preparedness plan.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code § 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students

Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum for at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code § 218.

SAFETY ~~Element 7: Means to Achieve Racial and Ethnic Balance~~

~~*Governing Law:*~~ Act

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats

The Charter School shall comply with all requirements under Education Code § §49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement immediately.

Gun Safety Notice
At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

Transportation Services
The Charter School shall comply with the requirements of AB 88 (2023-24) if applicable, relating to background checks, testing, and other requirements for individuals and firms providing transportation services to students.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

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

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

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

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

A. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
B. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.
C. A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element G Balanced Enrollment

"The means by which the charter school will achieve a balance of racial and ethnic ~~balance among its~~ pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted~~.~~." (Ed. Code § 47605(c)(5)(G).)

~~California Ed. Code § 47605(b)(5)(G)~~

Assurances

CICA shall:

- Be nonsectarian in all programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed in Penal Code § 422.55.
- Admit all pupils who wish to attend to the extent that space allows; admission shall not be determined by place of residence except as otherwise required by law; and, if applications exceed capacity, offers of admission shall be made by public random drawing (lottery) consistent with Ed. Code § 47605(d)(2).
- **Apply any enrollment preferences** only as permitted by law and as stated in the charter; **preferences will not require mandatory parent volunteer hours** as a condition of admission (Ed. Code § 47605(e)(2)(B)(iv) **shall not limit access** for pupils protected by Ed. Code § 47605(e)(2)(B)(iii).
- Preferences, if given, shall not result in limiting enrollment access for pupils based on nationality, race, ethnicity, or sexual orientation; and shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, foster youth. (Education Code § 47605(e)(2)(B)(iii)).
- The charter school shall not discourage enrollment in the charter school, or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code § 47605(e)(2)(B)(iii).
- Not request or require submission of a student's IEP, Section 504 plan, or other records prior to admission, participation in any lottery, any pre-enrollment event, or as a condition of enrollment; CICA may request only the information necessary to apply any admissions preferences stated in the charter.

Plan for Achieving and Maintaining Student Population Balance & How to Reach This Goal
(Racial ~~and~~ /Ethnic ~~Balance~~, Students with Disabilities, and English Learners)

California Innovative Career Academy (CICA) strives, through its recruitment and admissions practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that ~~is reflective of~~reflects the general population residing within the territorial jurisdiction ~~that it serves.~~of the District. CICA ~~will include~~maintains an open enrollment policy~~.~~ and does not discriminate based on any protected characteristic, including disability, gender, gender identity/expression, nationality, race/ethnicity, religion, sexual orientation, immigration status, or association with a protected class (Ed. Code §§220, 47605(e)). Students are considered for admission ~~to the school regardless of~~without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation, or any of the characteristics listed in Education Code ~~Section~~ §220. These characteristics include actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or association with an individual who has any of these characteristics, as defined in Ed. Code § 422.55 of the Penal Code.

CICA will implement a coordinated advertising and ~~recruiting~~recruitment strategy to ensure that ~~ensures~~ all students are ~~notified~~informed about the educational opportunities ~~we offer~~available. These efforts ~~will be on going,~~are ongoing throughout the year~~. As CICA is committed~~ and are designed to reach a broad and diverse audience. In alignment with CICA's commitment to serving students from all ethnic ~~groups, we use various~~and cultural backgrounds, a variety of advertising ~~techniques to recruit students from all backgrounds~~methods are used to promote equitable access and inclusive outreach.

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

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

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

- An enrollment process ~~that is scheduled and adopted to include a~~ with a clearly defined timeline that ~~allows for a~~supports broad-based ~~recruiting~~recruitment and application ~~process~~opportunities.
- ~~The development~~Development of promotional and informational materials ~~that~~designed to appeal to ~~all~~a range of ~~the various~~ racial ~~and~~, ethnic, special education, and English Learner groups represented in the ~~county~~County.
- Distribution of ~~informational~~ materials to a variety of community organizations, ~~community~~including religious institutions, ~~and other organizations that serve various racial and ethnic populations, such as the~~ libraries, recreation centers, local businesses, middle schools, and faith-based ~~organizations~~groups that serve diverse populations.
- ~~The appropriate development~~Production of promotional and informational materials in multiple languages ~~other than English to appeal to limited English proficient populations~~, including but not limited to Farsi, Spanish, Russian, and Arabic, to ensure accessibility for limited English proficient populations.
- ~~The use~~Use of ~~various~~ advertising ~~mediums~~platforms that ~~allow~~provide information to individuals whose ~~first~~primary language is ~~something other than English to obtain information relevant to programs at the school~~not English.
- ~~Announcing~~Publicizing enrollment and ~~recruiting information in~~ recruitment through local newspapers, online ~~news sources~~media, and social media~~. CICA will continue to add sources to stay current with the latest~~ platforms, with continuous updates to reflect evolving technologies and communication trends.
- Presentations at ~~various~~ multicultural events, including community fairs and ~~events~~other local gatherings.

Marketing: Advertising and Sponsorship to Increase Student Enrollment

Board Policy 1325, adopted in the 2024-2025 school year, establishes clear guidelines for how HCCTS/CICA uses marketing and sponsorships solely to inform prospective students about public, tuition-free educational opportunities and to advance equitable access to our programs. All advertising expenditures must align with the school's mission and strategic goals and demonstrate a meaningful return on investment. Advertising is intended to raise awareness of HCCTS programs, highlight the benefits of enrollment, and promote the school's values to prospective students in the broader community.

Annual Marketing Plan prepared by staff, aligned to mission and enrollment targets, and reviewed with the Executive Director; major spending and any sponsorships follow procurement rules and board-approved thresholds.

Advertising budget is reviewed annually; any campaign exceeding the internal threshold (e.g., $100,000) requires explicit Board authorization.

All materials must reflect our non-discrimination and open-enrollment assurances and may not request or imply a requirement to provide student records prior to admission (e.g., IEP/504).

Advertising efforts must clearly communicate the educational opportunities HCCTS offers—including adult high school diplomas, career preparation, and hands-on skill development—and use platforms that are cost-effective and aligned with the school's target audiences. All advertising must also comply with legal and ethical standards and adhere to brand identity guidelines to build recognition and trust within the community.

Additionally, advertising effectiveness is monitored and reviewed annually to ensure alignment with HCCTS's enrollment and engagement objectives, with quarterly reporting to the Executive Director and an annual summary to the Board. Board Policy 1325 codifies the outreach rigor and equity safeguards common to high-performing charters—multilingual, community-based recruitment; documented, transparent admissions; and routine Board oversight—while adding HCCTS's budget controls and ROI monitoring to ensure responsible stewardship of public funds. For full policy language and implementation procedures, see the appendix.

Element H Admissions Policies and Procedures

"Admission policies and procedures, consistent with [Education Code § 47605] subdivision." (e). (Ed. Code § 47605(c)(5)(H).)

Admission

~~**Element 8: Admissions**~~and Enrollment **Requirements**
~~***Governing Law: Admission requirements, if applicable.***~~

~~California Education code Section 47605 (b) (5) (H)~~

~~California Innovative Career Academy (CICA) shall admit all students it is legally allowed to serve that do not possess a high school diploma who meet the exclusive WIOA agreement requirement of being age 22 or older, and who submit a timely application; unless CICA receives a greater number of applications than there are spaces for students, in which case attendance shall be determined by a public random drawing, with any preference given being consistent with state and federal laws.~~

~~All admissions shall be done in a non-sectarian manner.~~California Innovative Career Academy is nonsectarian in its programs, admission policies, and all other operations. CICA will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with an individual who has any of the aforementioned characteristics [~~Ref. Education~~Ed. Code § 47605(~~d~~e)(1)]. ~~-~~CICA ~~will~~shall comply with all applicable laws ~~establishing~~governing minimum ~~and maximum~~ age requirements for ~~public school attendance~~registration in charter schools. The school shall not use any test, assessment, or interview to determine a student's eligibility for admission. However, following registration, all students may be administered diagnostic assessments, dubbed "placement tests," solely for the purpose of determining appropriate instructional placement. These assessments are used to inform grade-level placement and have no bearing on a student's eligibility for admission.

~~No test or assessment shall be administered to~~ CICA admits all students ~~prior to acceptance and enrollment into~~who meet the following criteria:

- Demonstrate a desire to enroll in the academic program
- Fall within the categories the school~~, although assessments~~ is legally authorized to serve

- Meet the eligibility requirement of being age 22 or older under the exclusive WIOA agreement
- Students do not have a U.S. high school diploma
- Submit a timely application

Required Documents

- Proof of Identification
- Proof of California Address (may be ~~used in conjunction with other factors to appropriately determine~~covered by proof of identification)
- CICA Online Registration, which includes but not limited to the following:
  - Emergency Consent and Contact Information
  - National School Lunch Program Form (NSLP)
  - Home Language Survey
- CalJOBS Registration (Any forms required by a WIOA partner

Enrollment Period

Initial applications are accepted at any time during the school year. The CICA admission process consists of the completion of an online student registration form. The admission process also includes students to participate in orientation, grade level ~~a student will be enrolled in.~~ placement, and academic planning.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)

Per Ed. Code §§ 47612.1 and 47605.1(f)(1), CICA provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership agreement with the Sacramento Employment and Training Agency (SETA) or other WIOA organization. As such, CICA only legally serves students who are receiving WIOA-funded services and does so under the terms of a Partnership Agreement. CICA will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

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

Not Possessing a U.S. High School Diploma

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

CICA Proposed Lottery Process

If CICA receives registrations in excess of its enrollment capacity, the lottery process will be used to select admitted students. CICA will conduct a public random drawing facilitated by PowerSchool Enrollment School Choice, a third-party platform. The drawing will take place in a

public setting at our Howe Campus, located at 1111 Howe Ave, Sacramento, CA 95842. The lottery will be held up to two weeks before the start of the school year. Notice of the random drawing will be provided through written postings at the school site and on the school's website.

The lottery is open to the public, and prospective students are encouraged to attend; however, they are not required to be present at the time of the drawing to be eligible for admission. Results will be communicated to prospective students.

The lottery will be conducted using student numbers assigned to each prospective student. As numbers are drawn, they will be displayed for everyone in attendance to see. Once all available seats for a specific grade level, site, and schedule preference (regular daytime or evening) have been filled, the designated staff member will announce that any additional students drawn will be placed on the waitlist. Students will be added to the waitlist for that grade level, site, and schedule preference (regular daytime or evening) in the order their numbers are drawn.

Waiting List Priorities

A waiting list will be implemented when the number of applications exceeds the enrollment capacity for a specific grade level, site, and schedule preference (regular daytime or evening). In the event of a lottery, admission will be offered to prospective students based on lottery results until capacity is reached. Once capacity is met, all remaining names drawn will be placed on a waiting list in the order they were selected.

New applicants who register after the lottery deadline will be offered a seat if space is available in their grade level, site, and schedule preference (regular daytime or evening), or they will be added to the waiting list in the order the application was received. As seats become available, they will be offered to students starting with the lowest numerical ranking on the waiting list.

Notifying Students of a Seat Offering

Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be contacted by the Registration department to confirm their seat. Any admitted students who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures

~~***Student Recruitment***~~

~~*Recruiting Students with Low Academic Performance, Socioeconomic Disadvantages and Disabilities*~~

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

~~community members are equally aware of the alternative we are providing to students within the communities we intend to serve.~~

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

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

~~*Lottery Preferences and Procedures*~~

~~***Identification and Rationale of Admission Preferences***~~

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

~~All students currently enrolled in CICA~~Copies of lottery results and waiting list(s) are readily available for inspection at the school office. These records will be maintained by the Registration department.

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

~~At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a waitlist according to their draw in the lottery. This waitlist will allow students the option of enrollment if an opening occurs during the current school year at their grade level. In no circumstance will the waitlist carry over to the following school year.~~

Communicating to All Interested Parties

Applications are available digitally online on the ~~California Innovative Career Academy~~ CICA website~~ and hard copies are available at all CICA sites. Our school~~. CICA advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and ~~fliers~~flyers.

Ensuring Fair Execution of Lottery Procedures

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

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

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

Lottery Time and Location

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

Waiting List Priorities

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

Notifying Students of a Seat Offering

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

Documenting the Fair Execution of Lottery and Waitlist Procedures

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

Education Exclusively in Partnership with WIOA

Per Education Code §§ 47612.1 and 47605.1 (g), CICA shall provide instruction exclusively in partnership with the Workforce Innovation and Opportunity Act of 2014 through its partnership agreement with the Greater Sacramento Urban League (GSUL) or other WIOA organization. As such it may only legally serve students who are receiving WIOA funded services, and do so under the terms of a Partnership Agreement.

Not Possessing a U.S. High School Diploma

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

Application Period & Public Random Drawing

Applications will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing to determine enrollment for the impacted grade level, with the exception of existing students who are guaranteed enrollment in the following school year. Returning students must affirm their intent to return.

The following enrollment preferences and affirmative action preferences in the case of a public random drawing shall be as follows:

1. All students currently enrolled in CICA
2. Non-youth residents of Twin Rivers Unified School District; as defined by WIOA as those[1] 22 years of age or older
3. All other residents of Twin Rivers Unified School District
4. All other applicants

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a waiting list according to their draw in the lottery. This waiting list will allow students the option of enrollment if an opening occurs during the current school year at their grade level. In no circumstance will the waiting list carry over to the following school year.

Admission ***Process***

The CICA admission process is comprised of the following:

- Completion of a student registration form Enrollment packets for students who are admitted will also gather the following:

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

~~Following the open enrollment period, applications shall be counted to determine whether any grade level has received more applications than availability.~~

~~In the event that this happens, CICA will hold a public random drawing to determine enrollment with the exception of existing students who are guaranteed enrollment in the following school year.~~

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

~~CICA and *Twin Rivers Unified School District* mutually agree that the preferences in the public random drawing as listed above are consistent with Education Code Section 47605(d)(2) and applicable federal law and non-regulatory guidance; however, should the preferences require modification in order to meet requirements of the Public Charter Schools Grant Program (PCSGP), such modifications may be made at CICA's discretion without any need to materially revise the charter as long as such modifications are consistent with the law and written notice is provided by CICA to Twin Rivers Unified School District.~~

~~Element 9: Financial Audit, Quality Assurance and Improvement~~

~~**Accreditation**~~
~~CICA will apply for WASC ACS accreditation, produce a self-study report, and host a visiting committee as soon as it is possible to do so.~~

~~***Annual Audits & Other Reporting***~~
~~***Governing Law:***~~

Element I Annual Financial Audits

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

Accreditation

~~California Education Code Section 47605 (b) (5) (I)~~

~~***Financial Audit***~~

~~An annual independent financial audit of the books and records of CICA will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of CICA will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit will verify the accuracy of the School's financial statements, attendance and enrollment accounting practices, and review the School's internal controls. The audit will be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.~~

~~The CICA Board of Directors will form an audit committee each fiscal year to oversee selection of an independent auditor and the completion of an annual audit of the School's financial affairs. The auditor will have, at a minimum, a CPA license and experience with school and educational accounting requirements and practices, and be on the State Controller's published list as an approved educational audit provider. CICA shall be solely responsible for all costs associated with auditing services.~~

~~It is anticipated that the annual audit will be completed within six months of the close of the fiscal year. The annual audit will be completed and forwarded to the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Board of Directors will receive and review the audit each year. The CICA audit committee will review any audit exceptions or deficiencies and report to the School's Board of Directors with recommendations on how to resolve them. The Board of Directors will submit a report to Twin Rivers Unified School District regarding how the exceptions and deficiencies have been, or will be, resolved to the satisfaction of Twin Rivers Unified School District. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter agreement.~~

~~Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.~~

~~The independent financial audit of CICA is public record to be provided to the public upon request.~~

~~***Program Audit***~~
~~CICA will compile and provide to Twin Rivers Unified School District an annual performance report. This report will, at a minimum, include the following data:~~

- ~~A summary showing student progress toward the pupil outcomes using data from the assessment instruments.~~
- ~~A summary of major decisions and policies established by the School's Board of Directors~~CICA has achieved a full six-year WASC accreditation through June 2030 with a mid-cycle visit scheduled during the ~~year.~~

~~Data on the level of student involvement in the School and summary data from an annual student satisfaction survey.~~2026-2027

- ~~Data~~ ~~regarding the number of staff working at the School and their qualifications.~~
- ~~A copy of the School's health and safety policies and/or a summary of any major changes to those policies during the year.~~
- ~~An overview of the School's admissions practices during the year and data regarding the number of students enrolled, the number on waiting lists, and the number of students expelled and/or suspended.~~
- ~~Analyses of the effectiveness of the School's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.~~

~~***Budgets and Financial Reporting***~~
~~***Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation.***~~

~~California Education Code Section 47605(g).~~

~~Attached, as *Appendix A*, please find the following documents:~~

- ~~Financial projections for the first five years of operation~~

~~These documents are based upon the best data available to the petitioners at this time.~~
~~CICA shall provide reports to Twin Rivers Unified School District as follows as required by Education Code Section 47604.33, and may provide additional fiscal reports as requested by Twin Rivers Unified School District:~~

~~By~~ ~~July 1, a preliminary budget for the current fiscal year. For a charter~~ school ~~in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(g) will satisfy this requirement.~~year.

1. ~~By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of CICA's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education and County Superintendent of Schools.~~

2. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
3. By September 15, a final unaudited report for the full prior year. The report submitted to CICA shall include an annual statement of all CICA's receipts and expenditures for the preceding fiscal year.

For reports 1-3 above, CICA shall also provide with each financial report supporting and/or back up information including but not limited to: Multi-Year Projections for current and two subsequent years; Assumptions used for two subsequent years; Explanation for major variances by category between reporting periods; Enrollment projection; ADA P2 projection by grade level; COLA & Deficit percentage; Calculation used for determining general purpose funding; List of statutory benefit rates; List of H&W rates and number of participants; and Number of FTEs for certificated and classified employees for each year.

District Reports

Twin Rivers Unified School District agrees to file all reports specifically required by law to be filed with the California Department of Education or any other state or federal agency by a local educational agency on behalf of CICA and/or Twin Rivers Unified School District. CICA shall promptly provide Twin Rivers Unified School District with any information, data, or documentation necessary for Twin Rivers Unified School District to timely file such reports in accordance with law. CICA shall be solely responsible for the accuracy of all data submitted to Twin Rivers Unified School District. CICA shall be responsible for filing all other reports as may be required by law.

The CICA Board of Directors will form an audit committee each fiscal year to oversee selection of an independent auditor and the completion of an annual audit of the School's financial affairs. The audit will verify the accuracy of the School's financial statements, attendance and enrollment accounting practices, and review the School's internal controls. The audit will be conducted in accordance with generally accepted accounting principles applicable to the School. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

It is anticipated that the annual audit will be completed within six months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the chief financial officer of the California Innovative Career Academy. The California Innovative Career Academy's audit committee will review any audit exceptions or deficiencies and report to the School's Board of Directors with recommendations on how to resolve them. The Board of Directors will report to the Twin Rivers Unified School District in regarding how the exceptions and deficiencies have been, or will be, resolved. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this charter agreement.

Operations

CICA will have efficient and effective operations that ensure that students are served well and that taxpayer money is spent wisely.

Annual ~~***Operational Agreement***~~

~~CICA and *Twin Rivers Unified School District* will negotiate in good faith on an annual basis to develop an Annual Operational Agreement/Memorandum of Understanding establishing the specific financial, operational and service relationship between the two parties. Additionally, it may address other matters of mutual interest not otherwise resolved within the terms of CICA's Charter.~~

~~***Operational Powers and Liabilities***~~

~~CICA shall be fiscally responsible for its own operations and shall manage its operations efficiently and economically within the constraints of its annual budget.~~
~~CICA shall have no authority to enter into a contract that would bind Twin Rivers Unified School District, or to extend the credit of Twin Rivers Unified School District to any third person or party without the express written consent of Twin Rivers Unified School District.~~

~~CICA shall clearly indicate to all vendors and other entities and individuals outside Twin Rivers Unified School District with which or with whom CICA enters into an agreement or contract for goods or services that the obligations of CICA under such an agreement or contract are solely the responsibility of CICA and are not the responsibility of Twin Rivers Unified School District.~~

~~To the extent not covered by insurance or otherwise barred by the California Tort Claims Act, CICA agrees to indemnify and hold Twin Rivers Unified School District and its officers, agents and employees harmless from all liability, claims or demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with the School's operations, or which arise from the provisions of this Charter itself, with the exception of the acts of Twin Rivers Unified School District, its officers, agents and employees in relation to any services provided by Twin Rivers Unified School District to CICA pursuant to this charter or any subsequent operational agreement. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided by the California Tort Claims Act.~~

~~***Administrative Services***~~
~~***Governing Law: The manner in which administrative services of the school are to be provided.***~~

~~- California Education Code Section 47605(g).~~

~~It is anticipated that CICA will provide or procure most of its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. CICA is interested in discussing the possibility of purchasing administrative services from Twin Rivers Unified School District. If Twin Rivers Unified School District is interested, the specific terms and cost for these services will be the subject of an annual memorandum of understanding between CICA and Twin Rivers Unified School District and subject to District availability and willingness to provide such services. Pursuant to California law, the Twin Rivers Unified School District will be required to provide oversight and performance monitoring services, including monitoring school and student~~

~~performance data, reviewing the school's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. Requirements in addition to completing a career technical education program or equivalent can receive a certificate of primary education.~~

~~Element 10: Suspension and Expulsion~~Audit Procedures

Contracting with an Independent Auditor

California Innovative Career Academy (CICA) conducts an annual independent fiscal audit in compliance with Education Code § 47605(c)(5)(I) and 47605(m). All financial records are maintained in accordance with Generally Accepted Accounting Principles (GAAP), and audits are conducted in accordance with generally accepted auditing standards and the State Controller's K–12 Audit Guide.

In the 2024–2025 school year, the CICA Board of Directors adopted Board Policy 3581 – Data Retention and Record Management, which provides a comprehensive framework for the classification, retention, and secure disposal of records by staff, contractors, and affiliates. The policy applies to all administrative, financial, personnel, student, and instructional records, including communications in paper, digital, audio, or video format. This policy ensures that all audit-related documentation is properly maintained and readily accessible. For additional details, refer to the appendix entry for BP 3581.

Audit Timeline Overview

In alignment with Board Policy 3100 – Budget Development and Oversight, audit procedures are embedded in the school's annual budget cycle and financial governance structure. Each spring, the Executive Director and Chief Business Official (CBO) recommend an independent auditor for approval by the Board of Directors. Following the close of the fiscal year, the CBO finalizes and closes the books, compiles the necessary financial documentation, and coordinates with the independent auditor to conduct the audit.

Upon completion, the auditor prepares a report, which is formally presented to the Board of Directors. The Executive Director and CBO review any audit findings or exceptions and coordinate the necessary corrective actions. In accordance with statutory deadlines, the finalized audit report is submitted to the charter authorizer (Twin Rivers Unified School District), the Sacramento County Superintendent of Schools, the State Controller's Office, and the California Department of Education (CDE) by December 15 of each year. For additional detail, see appendix reference BP 3100.

Audit ~~*Governing Law:*~~ Completion Timeline

The audit is expected to be finalized within six months of the fiscal year's end. The Board of Directors formally reviews each year's audit findings and takes appropriate action to ensure full compliance with state and federal requirements.

Selection Criteria for Independent Auditors

The selected auditor must be a Certified Public Accountant (CPA) with experience in public school and charter school finance and must be listed as an approved audit provider by the State Controller. CICA is solely responsible for all associated audit costs. Where applicable, the audit

scope will include federal compliance elements outlined in Office of Management and Budget (OMB) Circulars and related federal guidelines.

Resolution of Audit Findings
Any audit exceptions or deficiencies are first reviewed by the CICA Audit Committee, which provides formal recommendations to the Board of Directors. The Board submits a written report to the charter authorizer describing how identified findings have been addressed, along with supporting documentation. In cases where findings remain unresolved at the time of submission, the report includes a corrective action plan and projected timeline for resolution. CICA aims to address all audit findings within six months. Disputes regarding the resolution of audit findings will follow the dispute resolution procedures set forth in this charter.

Upon receipt of the draft audit and management letter, the CEO/CBO prepares a written Corrective Action Plan (CAP) that, for each finding, identifies the root cause, required remedial actions, responsible owner, resources, and a target completion date.

Audit Committee Review & Board Action
The CICA Audit Committee reviews the CAP and forwards recommendations to the Board of Directors for approval. The CAP remains on the Board's agenda for status reporting each meeting until all items are closed.

Authorizer Notification & Documentation
Within 30 days of Board acceptance, CICA submits to the charter authorizer a written report describing how each finding has been addressed or will be addressed, with supporting documentation. If any item is not yet resolved, the submission includes the Board-approved CAP and projected completion dates.

Timelines & Monitoring
CICA aims to fully resolve audit findings within six months of audit issuance. Progress is monitored against milestones; if delays arise, management provides revised timelines and interim controls to the Audit Committee and Board.

Material Weaknesses/Significant Deficiencies
Any material weakness or significant deficiency triggers immediate Board notification, expedited remediation steps, and—if warranted—the engagement of external advisors to strengthen internal controls.

Public Access and Appeals
Audit reports are public records and will be made available upon request. Any audit appeals or requests for summary review will be submitted to the Education Audit Appeals Panel (EAAP) in accordance with applicable law.

Element J Suspension and Expulsion Procedures

"The procedures by which pupils can be suspended or expelled.

~~--California Education Code § 47605(b)(5)(J).~~

~~***General Provisions***~~
~~Charter School shall provide~~ from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive **due process** ~~for all students, including adequate and timely notice to parents/guardians and students, of the grounds for all suspension and expulsion recommendations and decisions and their due process rights regarding suspension and expulsion, including rights of appeal.~~requirements that are consistent with all of the following:

~~Charter School shall ensure that its policies and procedures regarding suspension and expulsion will be periodically reviewed, and modified as necessary, in order to conform to changes in state law.~~

~~Charter School shall ensure that its staff is knowledgeable about and complies with the District's Discipline Foundation Policy and/or current equivalent policy, as required by the Modified Consent Decree. Charter School shall comply with the terms of the School Discipline Policy and School Climate Bill of Rights resolution adopted by the Twin Rivers Unified School District Board of Education.~~

For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section

224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." Education Code § 47605(c)(5)(J).

School Climate And Student Discipline System
Highlands Community Charter and Technical Schools (HCCTS) has adopted 5144.1 Suspension and Expulsion Board Policy to promote student learning and maintain a safe and supportive learning environment—whether in-person or remote. The policy is closely aligned with California Education Code § 48900 et seq. and is reviewed annually for updates. Disciplinary actions, including suspension, expulsion, or involuntary removal, are applied fairly and consistently and are clearly outlined in the Student Handbook. Students and families receive written notice of these policies upon enrollment. The policy prohibits corporal punishment and outlines due process protections for all students, including those with disabilities or Section 504 plans. Involuntary removal requires written notice in the student's native language and an opportunity for a hearing. Students remain enrolled during the hearing process unless suspended or expelled for misconduct. For more information about Board Policy 5144.1, see the appendix.

CICA Discipline Philosophy
California Innovative Career Academy prides itself on meeting student needs and developing action plans to address extenuating circumstances as they arise, recognizing that many students come to the organization due to hardships that have prevented the fulfillment of their educational goals. By addressing the needs of each student directly, barriers to student success are removed.

CICA implements a philosophy that all students deserve a second chance by providing services that include individual one-on-one student counseling, a drug and alcohol rehabilitation and prevention support group called Clear Connections that meets twice a week, and a Positive Direction support group that meets once a week which focuses on a different student success theme per month. We also provide services that address criminal history and homelessness if

these occurrences impede student attendance. Additional addressing of student needs include a transportation plan for adults who do not have vehicle access to and from school, a clothing and food closet for those students who are lacking basic necessities, and free child care for those students who are not able to attend class due to young children between the ages of 2 and 5 who are not school age eligible.

CICA encourages the utilization of these services to prevent student disenrollment, suspension, or expulsion when applicable. Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review the student's individual extenuating circumstances. Counselors, teachers, directors, and other assigned personnel assist in addressing student needs by creating an action plan for both the staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem-solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time and invites the adult student to participate in finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset-Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.
- Service Coordination: An action plan is developed for interventions, with support implemented and designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Action items are monitored, and a follow-up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments, and continue to strategize positive solutions to ensure student success.

The coordination of interventions at school, home, and the community improves student learning and provides focused, positive support to teachers, students, and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention

- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Teacher(s)
- Resource personnel or specialists, such as community outreach consultants, social workers, probation officers, community resources representatives, or mental health consultants
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting, each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator

This person facilitates the work of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting and coordinates logistics before and after the meeting.

The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most importantly, keeping a positive tone at the meeting. The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder

The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items, and results. The recorder does this by using the Student Success Plan form or the Student Success Plan Follow-up Form.

Team Member

An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member

The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of

strategies developed by the whole team.

Outreach to Students

When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student must also be allowed to ask any questions or share any concerns s/he may have with the upcoming meeting.

Adult students may also have time, work, child care, or transportation issues that prevent participation in the meeting. The SST process must include support for students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices

Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Steps for Implementation:

Case Management

It is very important to clearly define in the Student Success Plan who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:

meeting with the student and with the teacher regarding the action plan,
making phone calls and/or sending reminder notes to team members regarding action items, and/or helping students and their families follow through with referrals to on-site and community-based services.

Feedback to the Referral Source

The administrator, or a designated member, provides the referral source with feedback promptly after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications, and adaptations.

Student/Family Support

Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. Students are empowered to take ownership of their action plans, with ongoing check-ins offered as needed. During the SST meeting, the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

Follow-Up SST Meetings / Ongoing monitoring of student progress

At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the Student Success Plan Follow-up Form. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. CICA staff are trained and annually review de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[3], during assigned time for supervised academic support or restorative conferencing, either virtually or in person., community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

Suspended or expelled students shall be excluded from learning opportunities, meetings, and optional program events during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom CICA has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. CICA will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom CICA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.

As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

Authorization and Implementation of In-School Suspensions

In-school suspension at CICA is structured through enrollment in the school's targeted support track within the Independent Study Program. This track includes mandatory advisor check-ins, access to credit recovery resources, and scheduled tutoring—either in person or virtually—as appropriate. CICA offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as defined by the California Innovative Career Academy's Student Handbook, in-school suspension will be served through the enrollment of and attendance in the California Innovative Career Academy Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that CICA adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,

- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- Made terrorist threats against school officials or school property, or both.

Grounds For Suspension And Expulsion
Scope of Disciplinary Jurisdiction
A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on any school-affiliated site, including learning centers, during in-person appointments, or participating in any school-sponsored activity, whether virtual or in person; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Suspension Offenses
Discretionary Suspension Offenses
Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.
B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.
Q. Committed sexual harassment, as defined in Education Code § 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.
R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.
S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.
T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not

limited to, a message, text, sound, or image, or a post on a social network Internet Web site, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.

1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    i. A message, text, sound, video or image.
    ii. A post on a social network Internet website including, but not limited to:
        a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
        b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
        c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.
    iii. An act of cyber bullying.
        a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a

photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.

W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-~~shall be responsible for the appropriate interim placement of students during and~~ Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses

Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.

B. Brandished a knife at another person

C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Out-Of-School Suspension Procedures

Suspension Authority
CICA will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director's and/or Chief Academic Officer, or in the case of the Executive Director and Chief Academic Officer's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director's and/or Chief Academic Officer or an assigned designee with the student and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director's and/or Chief Academic Officer and Instruction or assigned designee.
The conference may be omitted if the Executive Director's and/or Director of Curriculum and Instruction or an assigned designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference. At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regard to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

Maximum Suspension
The length of the suspension will be determined by the Executive Director and/or the Chief Academic Officer or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Chief Academic Officer or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

Meaningful Education for Suspended Students

A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student and all needed materials will be left in the front office.

In accordance with Education Code § 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code § 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Pending the Outcome of an Expulsion Process

Upon a recommendation of expulsion by the Executive Director and/or the Chief Academic Officer or Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending ~~the completion of~~ an expulsion hearing. This determination will be made by the Executive Director and/or Chief Academic Officer or Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in the section titled, "In School Suspension."

Expulsion Procedures

Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Chief Academic Officer (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel

As required by Education Code § 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law. A student may be expelled either by the CICA Board following a hearing before it or by the CICA Board upon the recommendation of the Executive Director and/or the Chief Academic Officer or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's ~~student expulsion process and shall~~ governing board. The Executive Director and/or the Chief Academic Officer or Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the CICA Board of Directors shall make the final determination.

Mandatory Recommendation for Expulsion

Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year,

pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such a term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.
A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.
C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Chief Academic Officer or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of CICA disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at CICA to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student who has a primary language other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
CICA may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the CICA Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. CICA must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. ~~1.~~4.The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate ~~the post-expulsion placement of expelled students~~a less intimidating environment for the complaining witness.The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.

~~Charter School shall document and implement the alternatives to suspension and expulsion that Charter School utilizes in response to attendance-related concerns, e.g., truancy or excessive tardiness.~~

~~**Element 11: Employee Benefits and Retirement**~~

5. ~~***Governing Law:***~~ Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both of the support persons is also a witness, CICA must present evidence that the witness' presence is both desired by the witness and will be helpful to CICA. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
7. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be

supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel

The Executive Director and/or the Chief Academic Officer or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with CICA.

The Executive Director and/or the Chief Academic Officer or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records

CICA shall maintain records of all student suspensions and expulsions at CICA. Such records shall be made available to the authorizer upon request.

No Right to Appeal

The student shall have no right of appeal from expulsion from CICA as CICA Board's decision to expel shall be final.

Expelled Students/Alternative Education

CICA shall ensure that students suspended from CICA are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from CICA, CICA shall notify the student and the student in writing of the student's duty to attend the public school

district in which the residency of either the parent or legal guardian is located. CICA shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from CICA.

Rehabilitation Plans
Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from CICA shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to CICA for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon CICA capacity at the time the student seeks readmission.

Notice to Teachers
The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code § 49079 and the corresponding enumerated offenses set forth above.

Element K Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.." (Ed. Code § 47605(c)(5)(K).)

~~-- California Education code Section 47605 (b) (5) (K).~~

Retirement Systems for Certificated, Classified, and Other Staff Members

All full-time ~~Certificated~~certificated employees at California Innovative Career Academy (CICA) participate in a qualified retirement plan, including, but not limited to, ~~California~~the State Teachers Retirement System ~~Cal~~(STRS) or the federal ~~social security~~Social Security system based on their eligibility to participate. CICA teachers participate in STRS. Non-certificated/classified staff participate in a ~~401B~~401a defined contribution plan.

~~Employees~~ CICA employees may ~~have access~~be eligible to ~~other~~ participate in school-sponsored retirement ~~plans~~ and ~~other~~ benefit plans ~~according to~~, as outlined in policies ~~developed~~adopted by the Board of Directors ~~and adopted as CICA employee policies.~~. In the event that the Internal Revenue Service ~~adopts~~enacts regulations ~~barring non-profit~~prohibiting nonprofit entities from participating in ~~the public~~ publicly funded retirement ~~plan (STRS~~systems such as the California State Teachers' Retirement System (CalSTRS), employees will ~~be covered by federal social security~~instead be enrolled in Social Security and/or an alternative employer-sponsored retirement plan ~~as~~ approved by the CICA Board. Prospective employees are informed of ~~Directors. CICA will inform all applicants for positions within CICA of the~~ their retirement system options ~~for employees of CICA and notify all applicants~~during the application process and advised that ~~accepting~~ employment ~~at~~with CICA may ~~exclude the employee from further coverage in their current~~affect their eligibility for continued participation in a previous retirement system.

The Executive Director ~~shall be~~is responsible for ensuring ~~that~~ appropriate ~~arrangements for~~ retirement coverage ~~are made. CICA will develop a mix of salaries~~is arranged for all staff. To support recruitment and retention of highly qualified personnel, CICA offers a competitive compensation and benefits ~~commensurate with location~~package that reflects market conditions and professional experience ~~necessary~~.

STRS reporting is conducted in collaboration with Charter Impact, CICA's contracted fiscal services provider specializing in payroll taxes and CalSTRS compliance. While contributions and deductions are processed through CICA's internal payroll department, Charter Impact oversees all reporting, auditing, and submission of required documentation to CalSTRS. The CICA Finance Department performs regular reconciliations to ~~attract and retain well-trained teachers and staff~~ensure accuracy and alignment with STRS liability reporting cycles.

~~Element 12: Public School Attendance Alternatives~~

~~***Governing Law:***~~

Element L Public School Attendance Alternatives

"The public school attendance alternatives for ~~*pupils*~~students residing within the school district who choose not to attend charter schools~~.~~." (Ed. Code § 47605(c)(5)(L).)

~~- California Education Code Section 47605(b)(5)(L).~~

~~Pupils~~Informing Students of ~~Charter~~Public School ~~do~~Attendance Alternatives

No student may be required to attend California Innovative Career Academy (CICA). Students who reside within the District who choose not to attend CICA may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in CICA is informed on admissions forms that the students have ~~or gain any~~no right to admission in a particular school of ~~any school district, or~~ a local education agency (or program of any ~~school district,~~local education agency) as a consequence of ~~applying to or enrolling in Charter School~~enrollment in CICA, except to the extent that such a right is extended by the ~~school district.~~

~~A pupil who chooses not to attend Charter School may attend a public school within the pupil's school district of residence in accordance with applicable law and that school district's policies and procedures. The pupil alternatively may seek to enroll in another charter school in accordance with applicable law and the terms of the school's charter. If Twin Rivers Unified School District is the pupil's school district of residence, an eligible pupil may pursue an inter-district transfer, if~~local education agency. This information is also communicated to families through orientation materials and enrollment staff, who are available~~, in accordance with the admission, enrollment, and transfer policies~~ to answer questions and ~~procedures of the District,~~provide support in multiple languages as ~~they may change from time to time~~needed.

~~Element 13: Return Rights of Employees~~

~~*Governing Law: A description of the*~~

Element M Rights of District Employees

"The rights of ~~any~~an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school~~.~~." (Ed. Code § 47605(c)(5)(M).)

~~--California Education Code Section 47605 (b) (5) (M).~~

No public school ~~district~~ employee ~~shall~~will be required to work at CICA. ~~Persons employed by CICA are not considered employees of Twin Rivers Unified School District or other school district for any purpose whatsoever.~~ Employees of ~~Twin Rivers Unified School~~the District ~~or other school district~~ who ~~resign from~~choose to leave the employment of the District to work ~~at CICA and who later wish to return to Twin Rivers Unified School District or their previous district shall be treated the same as any other former employee seeking reemployment~~ in ~~accordance with agency policy, applicable law, and applicable bargaining agreements. CICA shall not~~the Charter School will have ~~any authority to confer any~~no automatic rights ~~to return on Twin Rivers Unified School~~of return to the District after employment by CICA unless specifically granted by the District ~~or other school district~~through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of CICA will be considered the exclusive employees~~.~~ of CICA and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by CICA provides no rights of employment at any other entity, including any rights in the case of closure of CICA.

CICA has a board approved Employee Handbook which outlines employee rights as well as employee responsibilities. The Employee Handbook for 2024-2025 is linked in the appendix.

Employee Representation

Governing Law: ~~A~~The petition does not contain a declaration of whether or not the ~~Charter School~~charter school shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of ~~the Educational Employment Relations Act.~~Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.

--California Education Code ~~Section~~§ 47605 (~~b) (5) (O~~c) (6).

CICA shall be deemed the exclusive public school employer of the employees of CICA for the purposes of the Education Employment Relations Act ("EERA"). ~~-~~CICA shall comply with the EERA.

CICA is independent from Twin Rivers Unified School District, and any District employees who choose to work at CICA shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof. All persons employed by CICA shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. CICA employees shall have no employment rights of any kind with Twin Rivers Unified School District.

CICA will develop and maintain an Employee Handbook detailing the rights and responsibilities of all CICA employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, CICA shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. CICA shall annually update and revise the Employee Handbook to reflect changes in the law and/or policies. CICA shall be solely responsible for the hiring and compensation of CICA employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any CICA teacher or employee.

Governing Law: Except for the requirement that a pupil be a California resident, subdivision (b) of Section 47612 shall not apply to a charter school program that provides instruction exclusively in partnership with any of the following:

- ~~*(a)*~~ The federal Workforce Investment Act of 1998 (~~*Pub. L. No. 105-220;*~~ 29 U.S.C. Sec. ~~*2801*~~3101, et seq.).
- ~~*(b)*~~ Federally affiliated Youth Build programs.
- ~~*(c)*~~ Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- ~~*(d)*~~ The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14406 or 14507.5 of the Public Resources Code.

-- California Education Code ~~Section~~§ 47612.1.

Governing Law:- Notwithstanding any other provision of law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:

- ~~*(1)*~~ The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. ~~*2801*~~3101 et seq.).
- ~~*(2)*~~ Federally affiliated Youth Build programs.
- ~~*(3)*~~ Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- ~~*(4)*~~ The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.

- ~~(5)~~ Instruction provided to juvenile court school pupils pursuant to subdivision (~~e~~b) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.

-- California Education Code ~~Section~~§ 47605.1 (~~g~~f).
~~CICA will provide all instruction exclusively in partnership with the Greater Sacramento Urban League (GSUL). Per Education Code, all education provided by CICA to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in CICA. The Partnership Agreement between CICA and GSUL will detail the terms required for clients of GSUL to join CICA.~~

~~Element 14: Dispute Resolution Procedures~~

~~Governing Law:~~

Element N Mandatory Dispute Resolution

"The procedures to be followed by ~~*CICA and the entity granting*~~ the charter school and the chartering authority to resolve disputes relating to provisions of the charter~~.~~

~~California Education~~." (Ed. Code ~~Section~~§ 47605~~(b) (~~(c)(5~~) (~~)(N~~).~~).)

Disputes Arising from within CICA

It is the intent of Twin Rivers Unified School District and CICA that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible.~~ If employees are represented by a union, they must first exhaust their internal remedies before filing a grievance.~~

Complaints regarding the operation of CICA, which do not involve Twin Rivers Unified School District liability or issues of student health or safety, will be forwarded to CICA for processing according to procedures adopted by CICA, prior to being addressed by Twin Rivers Unified School District. CICA procedures shall include reasonably expeditious ~~time lines~~timelines and a full opportunity for parents/guardians of any students who are minors directly affected to express their concerns. Twin Rivers Unified School District will not address the dispute if CICA ~~is able to~~can fully resolve the problem unless CICA requests Twin Rivers Unified School ~~District~~District's involvement.

Disputes between CICA and Twin Rivers Unified School District

CICA recognizes that it cannot bind Twin Rivers Unified School District to a dispute resolution procedure to which Twin Rivers Unified School District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. CICA is willing to consider changes to the process ~~outline~~outlined below as suggested by Twin Rivers Unified School District. CICA and Twin Rivers Unified School District will be encouraged to attempt to resolve any disputes with CICA amicably and reasonably without resorting to formal procedures.

In the event of any dispute between CICA and Twin Rivers Unified School District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute, which shall be simultaneously submitted to Twin Rivers Unified School District's Superintendent or designee, and the ~~CICA Principal.~~Executive Director of HCCTS. The ~~Principal~~Executive Director and the Superintendent or designee shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their

dispute to a mutually agreeable mediator~~,~~ for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. ~~-~~Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. ~~-~~If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other remedy available at law. ~~-~~The cost of the mediator shall be equally split between the parties.

CICA shall timely notify Twin Rivers Unified School District of any and all complaints filed against CICA by its employees, students, parents, and vendors, involving violations of the Charter, the MOU, state or federal law, or alleged financial mismanagement.

Revocation Protocol

CICA and Twin Rivers Unified School District agree that the dispute resolution procedure set forth above shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, Twin Rivers Unified School District shall provide CICA with written notice of its belief and an opportunity to meet with and respond to Twin Rivers Unified School District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless Twin Rivers Unified School District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code ~~section~~§ 47607(~~d~~g) and its implementing regulations. Thereafter, if Twin Rivers Unified School District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code ~~section~~§ 47607.

Potential Civil Liability Effects

Governing Law: ~~-~~Potential civil liability effects, if any, upon ~~*CICA*~~the charter school and upon ~~*Twin Rivers Unified School District.*~~

~~—~~the school district. (**California Education Code ~~Section~~§ 47605(~~g~~)-h).)**

CICA shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code ~~Section~~§ 47604(~~e~~d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of CICA or for claims arising from the performance of acts, errors, or omissions by CICA if the authority has complied with all oversight responsibilities required by law. ~~-~~CICA shall work diligently to assist Twin Rivers Unified School District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure CICA shall not be liable for the operation of CICA.

Further, CICA and Twin Rivers Unified School District shall enter into a memorandum of

understanding, wherein CICA shall indemnify Twin Rivers Unified School District for the actions of CICA under this charter.

The corporate bylaws of CICA shall provide for indemnification of the Twin Rivers Unified School District's Board, officers, agents, and employees, and CICA will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of Twin Rivers Unified School District and the Twin Rivers Unified School District insurance company for schools of similar size, location, and student population. Twin Rivers Unified School District shall be named an additional insured on the general liability insurance of CICA.

The CICA Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

~~Element 15: Procedures for Closing~~

~~Governing Law:~~

Element O Charter School Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of ~~CICA~~the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records~~.~~." (Ed. Code § 47605(c)(5)(O).)

~~-- California Education Code Section 47605 (b) (5) (P).~~

The following procedures shall apply in the event CICA closes~~. The following procedures apply~~, regardless of the reason for closure. Closure of CICA shall be documented by official action of the Board of Directors of CICA. The action shall identify the reason for closure~~.~~ and designate an entity and individual(s) responsible for closure-related activities. The CICA Board shall promptly notify Twin Rivers Unified School District~~:~~ (TRUSD), within ten (10) business days, of the closure and the effective date of the closure. ~~The official action~~Closure initiated by the CICA Board shall ~~also identify an entity responsible for closure-related activities.~~ not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The entity responsible for implementing the closure procedures shall be experienced in the dissolution and closure of public educational programs and shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records ~~and~~, payment of debts and liabilities, and distribution of remaining assets.

The CICA Board of Directors shall also notify the Sacramento County Office of Education, the ~~Schools'~~School's SELPA, the retirement systems in which the School's employees participate ~~(i.e., Public Employees Retirement System, State Teachers Retirement System, and federal social security),~~ and the California Department of Education of the closure, as well as the effective date of the closure. This notice ~~will also~~shall include the name(s) ~~of~~ and ~~the~~ contact information ~~for~~of the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; ~~and~~ the manner in which parents/guardians (in the case of a minor) and adult students may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements; and student contact information, which shall also be promptly provided to TRUSD.

The CICA Board of Directors shall also develop a list of students in each grade level and the classes they have completed, together with information on each student's ~~districts~~district of residence, which the Board shall provide to the entity responsible for closure-related activities. The CICA Board of Directors shall ensure timely notification to the parents and students of the School of the closure and provide information to assist ~~parents and students~~them in locating suitable alternative programs. This notice shall be provided ~~promptly,~~ within ten (10) business days following CICA's decision to close the School.

As applicable, CICA will provide parents, students, and ~~Twin Rivers Unified School District~~TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. CICA will ask ~~Twin Rivers Unified School District~~TRUSD to store original records of CICA students. If TRUSD is unable or unwilling to store the records, CICA will work with the Sacramento County Office of Education to determine a suitable alternative location for storage. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

All state assessment results, special education records, and personnel records shall be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, CICA shall prepare final financial records. Within six (6) months following the date of closure, CICA shall also have an independent audit completed ~~as soon as is reasonably practical, which period is generally no more than six months after closure.~~ . The audit shall be paid for by CICA ~~shall pay for the final audit. The audit shall be prepared~~using its Reserve Fund and shall be conducted according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits, selected by CICA ~~and~~. The audit shall be provided to ~~Twin Rivers Unified School District~~TRUSD promptly upon completion. The final audit ~~will~~shall include an accounting of all financial assets, including cash and accounts receivable ~~and~~; an inventory of property, equipment, and other items of material value~~,~~; an accounting of ~~the~~ liabilities, including accounts payable ~~and~~, any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation~~,~~; and an assessment of the disposition of any restricted funds received by or due to CICA.

CICA ~~will~~shall complete and file any annual reports required pursuant to Education Code ~~section~~§ 47604.33.
~~On~~
Upon closure of CICA, all assets of CICA, including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending CICA, after ~~all~~ payment of debts and liabilities and refunds to applicable agencies, shall be distributed in accordance with CICA's Articles of Incorporation to another ~~charter school operating within Twin Rivers Unified School District or shall revert to Twin Rivers Unified School District.~~ California public educational entity. Any assets acquired from ~~CICA~~TRUSD will be promptly returned to TRUSD upon ~~CICA~~ closure ~~to Twin Rivers Unified School District.~~. The distribution shall include the return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or applicable state and federal law, ~~as appropriate, which may include~~ including the submission of final expenditure reports ~~for entitlement grants~~ and ~~the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated~~final performance reports. Donated materials and property shall be returned in accordance with any conditions established when the donation ~~of such materials or property~~ was accepted.

On closure, CICA shall remain solely responsible for all liabilities arising from the operation of ~~CICA~~the School. As CICA is operated by a nonprofit public benefit corporation, should the

corporation dissolve upon closure, the Board shall follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary documents with the appropriate state and federal agencies.
~~As CICA is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of CICA, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.~~

As specified by the Budget in the ~~Appendix,~~Appendix, CICA will utilize ~~the reserve fund~~its Reserve Fund to undertake any expenses associated with the closure procedures identified above.

~~***Occupational & Community Advisory Committees***~~
~~CICA will have an occupational advisory committee composed primarily of potential employers of graduates, which will aid the school in curriculum and other relevant decision making. CICA will also have a general Community Advisory Committee to allow other community stakeholders to actively participate in the school.~~

~~***Nine Facets of the School***~~
~~Following the A to Z Model of Formal Education, CICA recognizes nine primary categories of components that are important for an educational institution to have to succeed, including:~~

APPENDIX

A. Organizational ~~System and Structures~~Chart Updated September 18, 2025

- ~~Participants (Students, Teachers, Staff, other Stakeholders)~~
- ~~Methods of Quality Assurance and Improvement~~
- ~~Regulations, Laws, and Contracts the School Must Abide by~~
- ~~Setting and Context of the School (This was included at the start of the petition)~~
- ~~Technology Utilized by the School for Administrative and Educational Purposes~~
- ~~Understanding and Research to Guide the School~~
- ~~Physical Assets including Venues (Facilities), Vehicles, and Supplies~~
- ~~Wealth in the form of Revenue and Finances~~
- ~~We will utilize all these components in ways that will help optimize our ability for students to learn, and to be able to serve the most number of students who are in need.~~

a. ~~***Required Exclusive***~~HCCTS Organizational Chart

B. Leadership Resumes 2025-2026

a. Executive Director, Jonathan Raymond
b. Chief Operations Officer, Teresa Cummings
c. Deputy Director, Chief Academic Officer, Eric Chapman
d. Chief Business Officer, Matthew Lemos
e. Senior Director of School Services, Mayra Valdivia
f. Senior Director of Instruction, Brian Hamilton
g. Director of Fiscal Services, Diana Gonsalves
h. Director of Instruction and Professional Learning, Andrew Michaud
i. Director of Accountability and Assessment, Melissa Roberson
j. Director of Workforce, Career Technical Education and Adult Education, Christina Martinez
k. Director of Student Services, Isaura Cacho
l. Director of Human Resources, Jasmine Gibbs

C. Leadership Job Descriptions

a. Senior Director of School Services
b. Senior Director of Instruction.
c. Director of Student Services (NEW)
d. Director of Instruction & Professional Learning
e. Director of Human Resources Job Description (03-14-2023) Approved
f. Director of Accountability and Assessment
g. CTE Director of Career Technical Education, Workforce Solutions & Adult Education
h. Chief Business Official (CBO) 10-03-2024.pdf
i. Associate Deputy Director Job Description.pdf
j. Executive Director Employment Agreement

APPENDIX

D. Board Policies and Handbooks 2025-2026

a. 4331 BP Administrative Credential Reimbursement
b. 4115 BP Personnel Evaluation and Supervision
c. 4112.2 BP Credentialing Requirements Communications
d. 2025 Emergency Operations Guide
e. 1325 BP Marketing: Advertising and Sponsorship Policy
f. 3100 BP Budget Development and Oversight
g. 3581 BP Data Retention and Record Management
h. 5144.1 BP Suspension and Expulsion
i. Employee Handbook

E. Fiscal Documents 2025-2026

a. Adopted Budget 2025-2026

F. Governing Board Approval

a. HCCTS Board agenda September 18th, 25

~~**B.**~~**G. WIOA Partnership Agreement**

~~***Governing Law:*** ***Notwithstanding any other provision of law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:***~~

~~*(1) The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 2801 et seq.).*~~

~~*(2) Federally affiliated Youth Build programs.*~~

~~*(3) Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.*~~

~~*(4) The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.*~~

~~*(5) Instruction provided to juvenile court school pupils pursuant to subdivision (c) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.*~~

~~California Education Code Section 47605.1 (g).~~

~~CICA will provide all instruction exclusively in partnership with the Greater Sacramento Urban League (GSUL). Per Education Code, all education provided by CICA to GSUL will be provided at no cost to the partner or student. The Greater Sacramento Urban League will inform their clients about their ability to participate in CICA. The Partnership Agreement between CICA and GSUL will detail the terms required for clients of GSUL to join CICA.~~

~~Appendix A~~

~~***The Five Year Plan***~~

APPENDIX

	2019-2020	2020-2021 Initial Year	2021-2022 Accreditation	2022-2023 Improve	2023-2024 Data-Driven
Academic Subjects		Start Learning Lab & Applied Academic Courses	WASC Accreditation	All programs will improve internal procedures and educational methods so that Student Learning Outcomes are improved school-wide	Recognizing a need for data driven decisions and an inherent inability to fully predict timelines, this year will be used to "catch up" with what was not fully completed previously
Industrial Arts & Construction Programs		Start Truck & Bus Driving, and HVAC/RCOE Candidate	WASC & COE Accreditation Start new programs		
ESL	Apply for WIOA Title 2 ESL Grant	Start small ESL program	Grow ESL programs WASC & COE		
Business & ICT		Start Entrepreneurship Program	Start Office Tech. WASC & COE		
Careers in Education	Apply for WIOA Title 2 Family Literacy Grant		Start Vocational Parent Education Program	Plan CCTC or partnership	Start new programs
Other New Programs (Medical, etc.)				Determine programs	Start new programs

Amendment of Charter

Any amendments to this charter shall be made by the mutual agreement of the governing boards of Twin Rivers Unified School District and CICA. CICA may present a petition to amend the

charter at any time, and Twin Rivers Unified School District agrees to respond to such petitions pursuant to the process and timelines specified in Education Code Section 47605 or its successors.

Cooperation

Twin Rivers Unified School District agrees to cooperate with CICA in all matters related to the implementation of this charter and interactions with the California State Board of Education.

Severability

The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Twin Rivers Unified School District's Board of Trustees and CICA Board of Directors.

Annual Calendar

The school will offer instruction for at least 175 days a year using independent study contracts referred to as a Master Agreement, and following all applicable independent study laws (Education Code Section 51745-51749.3, and implementing regulations). The calendar will be similar to California Innovative Career Academy with a five track attendance calendar reflecting 175 instructional days broken into the 5 tracks.

Exclusive Partnerships

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

Workforce Innovation and Opportunity Act (WIOA)

In 2014, the US Department of Labor signed the Workforce Innovation and Opportunity Act (WIOA), formerly known as the Workforce Investment Act (WIA), into law. It is designed to help job seekers gain access to education, training, and employment and to ultimately help unemployed and underemployed youth, dislocated workers, and workers with disabilities to successfully find jobs. California Innovative Career Academy will apply for a WIOA grant for the 2019-20 school year. Our plan is to use portions of the grant to fund positions such as the Reading Specialist and test proctors to assist our students in literacy and testing. The extra grant funding will allow us to fund in areas such as technology. It will provide us the opportunity to purchase laptops, laptop carts, and computers.

Responsibilities of all Employees

- All employees have a responsibility to:

- ~~take reasonable care for the health and safety of themselves and of any person who might be affected by their acts or omissions at work;~~
- ~~co-operate with Administration and others in meeting statutory requirements;~~
- ~~not interfere with or misuse anything provided in the interests of health, safety and welfare;~~
- ~~make themselves aware of all safety rules, procedures and safe working practices applicable to their posts; where in doubt they must seek immediate clarification from Administration;~~
- ~~ensure that tools and equipment are in good condition and report any defects to Administration;~~
- ~~use protective clothing and safety equipment and ensure that these are kept in good condition;~~
- ~~ensure that offices, general accommodation and vehicles are kept tidy;~~
- ~~ensure that any accidents, whether or not an injury occurs, and potential hazards are reported to Administration.~~

a. ~~WHENEVER AN EMPLOYEE IS AWARE OF ANY POSSIBLE DEFICIENCIES IN HEALTH AND~~Sacramento Employment and Training Agency MOU

H. References

a. Echevarría, J., Vogt, M., & Short, D. J. (2016). *Making content comprehensible for English learners: The SIOP model* (5th ed.). Pearson.
b. García, O., & Wei, L. (2014). *Translanguaging: Language, bilingualism and education.* Palgrave Macmillan.
c. Gibbons, P. (2015). *Scaffolding language, scaffolding learning: Teaching English language learners in the mainstream classroom* (2nd ed.). Heinemann.
d. González, N., Moll, L. C., & Amanti, C. (Eds.). (2005). *Funds of knowledge: Theorizing practices in households, communities, and classrooms.* Lawrence Erlbaum Associates.
e. Knowles, M. S., Holton, E. F., III, & Swanson, R. A. (2005). *The adult learner: The definitive classic in adult education and human resource development* (6th ed.). Elsevier.
f. Mezirow, J. (1991). *Transformative dimensions of adult learning.* San Francisco, CA: Jossey-Bass.

~~SAFETY ARRANGEMENTS SHE/HE MUST BRING THESE TO THE ATTENTION OF ADMINISTRATION.~~

~~Please note the following:~~

It must be realized that newly appointed employees could be particularly vulnerable to any risk and it must be ensured that all relevant health and safety matters are brought to their attention at an early stage. Whilst it is an administrative responsibility to instruct all employees in safe working procedures in relation to their posts and workplaces, employees may from time to time find themselves in unfamiliar environments. In such cases, the employee concerned should be particularly alert for hazards and, whenever possible, ensure they are accompanied by a person familiar with the environment or that they are advised of specific hazards.

All volunteer helpers will be expected, as far as reasonably possible, to meet the same standards require of employees.

Role of Staff as Mandated Student Abuse Reporters

All non-certificated and certificated staff will be mandated reporters and will follow all applicable reporting laws, using the same policies and procedures used by CICA.

Responsibilities of Students

All students are expected, within their expertise and ability, to:

- exercise personal responsibility for the safety of themselves and their fellow students;
- observe standards of dress consistent with safety, hygiene and programmatic dress codes this would preclude unsuitable clothing and items considered dangerous;
- observe all the safety rules of the school and in particular the instructions of the teaching staff in the event of an emergency;
- use and not willfully misuse, neglect or interfere with items provided for safety purposes.

Visitors

Regular visitors and other users of the premises (e.g., contractors and delivery people) are expected, as far as reasonably possible, to observe the safety rules of the school.

Procedures for Background Checks

CICA, at its sole cost and expense, shall obtain fingerprint, criminal record summaries And subsequent arrest information for all Charter School employees in positions Requiring contact with minor students in accordance with the requirements of Education Code section 44237.

CICA shall require all its subcontractors and vendors whose duties require contact with minor Charter School students to submit fingerprints in accordance with Education Code section 45125.1. CICA shall require all parent volunteers who will supervise minor students outside of the presence of a credentialed employee to undergo fingerprinting/background checks pursuant to Education Code sections 35021 *et seq.*

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~~***TB Testing***~~
~~Faculty and staff will be tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.~~

~~***Immunizations***~~
~~All enrolled students and staff will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075.~~

~~***Medication in School***~~
~~CICA will adhere to Education Code Section 49423 regarding administration of medication in school. Students will be screened for vision, hearing and scoliosis.~~
~~CICA will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by CICA.~~

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

~~***Bloodborne Pathogens***~~
~~CICA shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infection control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV"). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.~~

~~***Drug Free/Alcohol Free/Smoke Free Environment***~~
~~CICA shall function as a drug, alcohol and tobacco free workplace.~~

APPENDIX

~~***Facility Safety***~~
~~CICA shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the~~
~~Field Act or facilities that are compliant with the California Building Standards Code. CICA agrees to test~~
~~sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained~~
~~in an operable condition at all times. CICA shall conduct fire drills as required under Education Code Section~~
~~32001 and in conjunction with CICA.~~

~~***Comprehensive Sexual Harassment Policies and Procedures***~~
~~CICA is committed to providing a school that is free from sexual harassment, as well as any harassment based~~
~~upon such factors as race, religion, creed, color, national origin, ancestry, age,medical condition, marital status,~~
~~sexual orientation, or disability. CICA shall develop a comprehensive policy to prevent and immediately~~
~~remediate any concerns about sexual discrimination or harassment at CICA (including employee to employee,~~
~~employee to student, and student to employee misconduct), including procedures and timelines for handling~~
~~and/or responding to such complaints, and how staff and students will be notified of these policies and~~
~~procedures. On or before the first day of operation, and by July 1 of each subsequent year, CICA shall provide~~
~~CICA with two (2) copies of all such policies and procedures.~~
~~Misconduct of this nature is very serious and will be addressed in accordance with CICA's sexual harassment~~
~~policy.~~

~~***Pupil Records***~~
~~CICA shall at all times maintain pupil records in accordance with any pupil record system utilized by CICA, or~~
~~as agreed upon by CICA (such agreement not to be unreasonably withheld) including but not limited to~~
~~cumulative files, student work portfolios, immunization records, special education files, and/or attendance~~
~~verification at the school site within CICA.~~
~~Notwithstanding Education Code section 47610, CICA shall voluntarily agree to comply with Education Code~~
~~sections 49060 through 49079. Given that these sections do not apply to a charter school, should CICA seek an~~
~~exception to these sections, it shall seek the same from CICA, and such agreement shall not be unreasonably~~
~~withheld. Charter School pupil records maintained by CICA shall be made available for~~

inspection by CICA at
any time for purposes of verifying that CICA is in compliance with all state and federal laws, its Charter, and
MOU, as applicable.

Safe Environment

The Administration must ensure that: the means of access and egress are safe for the use of employees, and that
all material and equipment made available to and used by the employees are safe. If Administration knows of
any hazard associated with the above, she/he should take action to make employees aware of it; fire escape
routes and exits are clearly marked for the benefit of unfamiliar users of the building, particularly during the
hours of darkness; employees of the building are briefed about the location of the telephone, fire escape routes,
fire alarms and fire fighting equipment. Notices regarding emergency procedures will be prominently displayed;
employees using any equipment or facility provided by the school are familiar with its safe use and, if necessary, briefed accordingly; arrangements are made for checking the security and condition of the premises and equipment used after vacation by the employee or his/her staff.

Fire and Emergency Evacuation Procedures

The school's procedures for fire and emergency evacuation are posted in the school entrance hall.
These procedures will be updated as appropriate.
A log book for the recording and evaluation of practice and evacuation drills is available.

Impact ***Statement***

Governing Law: Potential civil liability effects, if any, upon the school and upon the district.
Education Code Section: 47605(g).

Fire Prevention Equipment

Arrangements are made to regularly monitor the condition of all fire prevention equipment. This would include
the regular visual inspection of fire extinguishers and the fire alarm system.

First Aid and Accident Reporting Procedures

First aid kits are available in school offices and additional first aid boxes located in all CTE classrooms. The
person responsible for administering the accident reporting procedure and the notification of serious accidents
causing death or major injury and dangerous occurrences is the chief administrator. The report forms and the
arrangements to be followed if the person injured is unable to complete an accident report form or who is not an

APPENDIX

~~employee are to be found with the school secretary. It is the responsibility of supervising staff/faculty to contact~~
~~Emergency Medical Systems (EMS) by dialing 911 in the unlikely event of an accident, fire, or other~~
~~emergency.~~

CICA NOV Intent to Revoke 01.27.2026



CICA
California Innovative Career Academy

CICA has already:

- Changed our administrative team
- Changed more than 125 school policies and procedures
- Changed our principal legal counsel
- Brought in a reputable charter school business/back office firm to validate internal work
- Hired K-12 credentialed teachers
- Consolidated operations in Sacramento County in fewer locations to allow better oversight by both our team and TRUSD

California Innovative Career Academy

CICA Notices of Violations

1. Grade Levels
2. Locations
3. Independent Audit
4. Instructional Minutes
5. Credentialing
6. Exclusive Partnership
7. Fiscal Mismanagement: San Diego

California Innovative Career Academy

CICA Notice of Violation: Grade Levels

In the Petition for the California Innovative Career Academy it is outlined that CICA can serve students in grades 9-12 or 8th grade and below. It does not state that CICA serves only grades 1, 2, and 12. Therefore, CICA respectfully refuted the June 12, 2025, Notice of Violation area “Grade Level Changes” and requests that the District withdraw this Notice for CICA.

California Innovative Career Academy

CICA Notice of Violation: Locations

CICA originally planned to cure the locations with the material revision which was submitted to TRUSD on 9/26/2025

CICA presented a location plan to TRUSD on 12/2/2025 to transition back to MOU Amendment No. 3 sites if the material revision was denied

CICA then presented an updated material revision with changes to the locations only on 1/2/2026

Following the TRUSD denial on the CICA Material Revision, CICA returned to the locations approved in MOU Amendment No. 3



California Innovative Career Academy

CICA Notice of Violation: Independent Audit

The 2024-2025 independent audit from Eide Bailly was provided to TRUSD on 1/2/2026.

California Innovative Career Academy

CICA Notice of Violation: Instructional Minutes

Instructional minutes concern fully cured through:

- Documentation of annual instructional minutes
- Pacing guides and curriculum maps
- Assigned work records documenting the time-value earned for all assignments
- Engagement logs tracking daily participation
- Updated and Board approved Attendance SOPs

California Innovative Career Academy

CICA Notice of Violation: Credentialing

Credential misassignments fully cured through the following:

- Laid off teachers with adult education credentials
- Hired K-12 and multi-subject credentialed teachers



CICA Notice of Violation: Exclusive Partnership

The alleged violation of WIOA Exclusive Partnership Agreement was fully cured through the disenrollment of non-WIOA students and closure of the program in question in January 2025.



California Innovative Career Academy

CICA Notice of Violation: Fiscal Mismanagement

San Diego- The out-of-county lease in San Diego has been terminated and new policies adopted to prevent issues in the future, fully curing the concern about fiscal mismanagement. This was finalized 11/17/2025.

California Innovative Career Academy

CICA Closing Summary

CICA has presented all the requested evidence and documentation to TRUSD and has taken all necessary steps to address and resolve the identified Notices of Violation.

CICA respectfully requests that the TRUSD Board clear the Notice of Violation and allow CICA to continue serving our community.

Thank You





CICA Response to NOV Intent to Revoke
12.02.2025



Notice of Violation: Grade Levels

- CICA is currently serving students in grades 9, 10, and 12
- CICA's original charter petition does not specify which grade levels it serves, only states that CICA serves students 22 years and older
- CICA is proposing to add grade 11 as reflected in the material revision
- On September 26, 2025, CICA submitted the material revision to the District

Educational Focus	Hi provides an educational opportunity that offers California standards-aligned curriculum, instruction designed to maximize the growth of all students, and a goal-oriented program of helping every student realize his or her potential.
Grades Served	Serving adults 22 years of age and older, who do not have a U.S. high school diploma.

CICA - 6635

Notice of Violation: Grade Levels

Current CICA Method for Grade Assignment	
Grades	Credits
Grade 9	0-50
Grade 10	51-149
Grade 12	150-180

If the CICA material revision is approved	
Grades	Credits
Grade 9	0-50
Grade 10	51-100
Grade 11	101-149
Grade 12	150-180

If the CICA material revision is not approved, CICA will continue offering grades 9, 10, and 12.

Notice of Violation: CICA Sites

- On September 18, 2025, CICA prepared a material revision listing all student sites and presented it to the board
- On September 26, 2025 CICA submitted the board approved material revision to TRUSD
- These sites reflect operating only in Sacramento County going forward and at fewer sites within Sacramento County to reflect declining enrollment.

CICA Sites with MOU No. 3 Approval

If TRUSD does not approve the proposed site list included in the CICA Material Revision, CICA will operate at the locations outlined in the MOU Amendment No 3 executed in January 23, 2024.
Please note some sites' leases previously approved in the MOU Amendment No 3 have been terminated. Even though TRUSD previously approved sites outside of Sacramento County, those locations will no longer be operated by HCCS. In addition, we have closed some of the sites inside the Sacramento County previously approved by TRUSD due to declining enrollment.

- 24th (St. Anne's)
- Auburn (4441 Auburn Blvd, Suite H, M and J, Sacramento, CA 95841
- Bowling (7171 Bowling Drive, #1120, Sacramento, CA 95823
- Del Paso (Cavalry) (1100 Las Palmas Avenue, Sacramento, CA 95815
- Florin Rd (3801 Florin Road, Suite 107, Sacramento, CA 95823
- Grand Avenue (1333 Grand Avenue, Sacramento, CA 95838)
- Hillsdale (5655 Hillsdale Blvd, Suite 9, Sacramento, CA 95842)
- Hurley (3205 Hurley Way, Sacramento, CA 95864)
- Industrial (8180 Industrial Pkwy, Sacramento, CA 95824)
- Jackson (Bethany) (9880 Jackson Road, Sacramento, CA 95827)
- Maple 2 (St. Rose) - (5961 Franklin Blvd, Sacramento, CA 95824)
- Marconi 2 (3727 Marconi Ave, Sacramento, CA 95821)
- Marysville (715 C Street, Marysville, CA 95901)
- North Laguna 2 (8211 Bruceville Rd.#125, Sacramento, CA 95823
- Saint John's(Address redacted due to the privacy of our students)
- West Sac (Holy Cross) (800 Todhunter Avenue,West Sacramento, CA 95605)

Administrative sites:

Howe Avenue (1111 Howe Avenue, #630, Sacramento, CA 95825)

CICA - 6639

Notice of Violation: 23-24 Independent Audit Report

- On May 12, 2025 CICA provided TRUSD with a first draft of the Eide Bailly audit
- On October 10, 2025 CICA provided TRUSD with an updated draft audit
- On October 31, CICA provided the District the full correspondence record covering the prior two years

Notice of Violation: Failure to Track and Meet Instructional Minutes

As an independent study school, CICA instructional minutes differ from HCCS instructional minutes

HCCTS created an assigned work record form and process specifically for CICA, where credentialed teachers verified the work completed by students and assign time value for each assignment completed by each student

On September 26, 2025 CICA submitted the evidence to TRUSD which included:

- SAVVAS pacing guides for the following subjects: pre-algebra, algebra, geometry, government, chemistry, biology, world history, economics, US history, California Ethnic Studies, Business Computer, Grade 12 Curriculum Map
- Student work sample training, work sample guidelines, October IS compliance training, learning report example
- Master Agreement trainings in Russian, Ukrainian, Farsi, Pashto, and Spanish

CICA - 6641

Notice of Violation: Credential Misassignment

Credential assignments at CICA are resolved and verification is now built into our staffing work.

Notice of Violation: Exclusive Partnership Agreement

- On January 14, 2025, HCCTS discontinued the partnerships between the truck driving program and Sac County Sheriff, Sac Police, and Local 185. All partners and CTE Truck Driving employees were informed and this information was sent to TRUSD
- On June 30, 2025 HCCTS laid off all employees associated with the truck driving program
- On August 14, 2025, HCCTS started the new school year and did not open the truck driving program.
- On October 31, 2025, HCCTS met with TRUSD and provided separation notices of all previous truck driving and CTE employees and their dates of employment. HCCTS also provided letters and email correspondence sent from Sac County Sheriff, and Sac Police in January 2025 asking HCCTS not to discontinue the partnership.
- On November 6, 2025, HCCTS sent TRUSD letters written by Sac County Sheriff and Sac Police confirming partnerships ended on January 14, 2025.

Notice of Violation: Fiscal Mismanagement - San Diego

- On November 11, 2024 HCCTS asked a remote worker living in San Diego to vacate the office space where he had been working and he vacated on November 29, 2024.
- On March 27, 2025, HCCTS contracted with Newmark to sublet the space in San Diego.
- On June 3, 2025, HCCTS disconnected the internet and all utilities.
- On October 26, 2025 HCCTS informed TRUSD that the San Diego site was vacated and provided the Newmark sublease contract as evidence of actions taken.
- On November 4, 2025, having no interested parties to sublet, HCCTS requested to terminate the lease agreement for the San Diego location.
- On November 13, 2025, HCCTS signed the lease termination and submitted the final invoice for the San Diego location on November 15, 2025.
- On November 18, 2025 HCCTS sent TRUSD the lease termination and final check to show that the lease in San Diego was fully terminated.


EQUITY
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COMMUNITY CHARTER AND TECHNICAL SCHOOLS

September 26, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Violation Pursuant to Education Code 47606 for California Innovative Career Academy

Dear Mr. DiGiulio,

On June 12, 2025, Twin Rivers Unified School District ("TRUSD") provided Highlands Community Charter and Technical Schools ("HCCTS") with a formal Notice of Violation. We recognize the seriousness of the issues outlined and we acknowledge that, under prior leadership, HCCTS failed to meet expectations in several important areas. Mistakes were made, and those mistakes have eroded trust.

Since that time, CICA has undergone a profound transition. With new leadership and outside experts engaged in finance and compliance, we have embraced accountability and implemented sweeping reforms. HCCTS is also in the process of bringing on a new board of directors to lead the school in improved governance and systems of accountability. Changes include:

- New systems for financial oversight and internal controls,
- Stronger credentialing processes in partnership with UMass Global,
- Clearer academic and attendance standards, with daily monitoring,
- Adoption of more than 100 new board policies to strengthen compliance and transparency, and

- A material revision to CICA's charter which outlines these and other changes.

We are committed to working in close partnership with TRUSD to demonstrate that these changes are not temporary fixes, but lasting improvements. Our goal is to move forward with a constructive relationship, grounded in transparency and shared accountability, to ensure CICA is in full compliance and able to continue serving our students.

We respectfully submit the enclosed materials as HCCTS' formal response to the Notice of Violation. If you have additional questions or would like further information, please do not hesitate to contact me directly at (617) 823-9341 or jonathan.raymond@hccts.org.

Thank you for your attention and for your ongoing oversight as we work to build a stronger, more accountable HCCTS.

Thank you,



Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

I. BACKGROUND

California Innovative Career Academy (CICA) recognizes and respects TRUSD's role as our authorizer, as outlined in MOU Amendment No. 3 signed on January 23, 2024. This amendment clearly defines the district's oversight responsibilities, including the approval of new facilities, ensuring safe learning environments, and providing supervisorial guidance.

We acknowledge that the Notice of Violation issued on June 12, 2025, falls squarely within TRUSD's responsibilities. We take this notice with the utmost seriousness. Under past leadership, California Innovative Career Academy (CICA) fell short of meeting expectations in several areas. Mistakes were made, and we own that.

Today, under new leadership, CICA is fully committed to addressing every issue raised. In many cases, corrective actions have already been completed; in others, substantial progress is underway. Where issues remain outside of our direct control, we have taken every step possible to mitigate them and are actively working toward full resolution.

This response provides a clear account of the corrective actions already taken, the progress still in motion, and the timelines by which remaining matters will be fully resolved. Our commitment is to demonstrate that CICA is not only curing past deficiencies but building a sustainable, compliant, and transparent system for the future.

II. VIOLATIONS OF THE CHARTER

A. CICA Grade Levels

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

- *There are no exemptions for the requirement to submit a material revision request to change grade levels.*
- *The District is issuing the NOV as part of our oversight responsibilities to address CICA' s failure to submit the required Material Revision request to change grades.*

Education Code section 47605(a)(4) makes clear that a charter school seeking to expand operations to additional sites or grade levels must submit a material revision to its charter and notify its authorizer. CICA recognizes that there are no exemptions to this requirement and acknowledges that it did not submit a material revision when grade levels were changed beginning in the 2020–21 school year.

In the 2020-2021 school year, leadership at HCCTS shifted from grades 1, 2, and 12 to grades 9, 10, and 12 for the following reasons:

- Create clarity in the community that HCCS was a high school
- Align more closely with traditional high school programs
- Allow English Language Learners the opportunity to earn high school credits and make progress toward their high school diploma
- Show student progress as students move between grade levelsCreate clear pathways for international high school students and high school students to graduation
- To improve graduation rates

While HCCTS communicated with TRUSD staff regarding these changes (Exhibit A) and believed the adjustments had support, the formal requirement for a material revision was not pursued at that time. We recognize this was a failure of process, and we take responsibility for not following the proper procedures.

Since then, CICA has taken corrective action. In June 2024, HCCTS began preparing a comprehensive material revision. That revision reflects:

- The addition of grade 11, as requested by TRUSD (Exhibits B & C),
- The removal of grades 1 and 2, and
- The continued offering of grades 9, 10, and 12.

The proposed material revision was completed and board approved on September 18, 2025, see Exhibit D, after which it will be submitted to TRUSD for consideration. This action is intended to fully align CICA's charter with current practice, CDE guidance, and TRUSD oversight. The proposed revision is attached here as Exhibit E.

Accordingly, this issue will be fully resolved once TRUSD acts on the submitted material revision. If the TRUSD Board does not approve the revision, HCCTS will comply by returning to the grade levels specified in the existing approved charter.

CICA regrets that this process was not followed in the past. Under new leadership, we are committed to full compliance, clear communication, and a constructive working relationship with TRUSD to ensure that changes moving forward are properly authorized and transparent.

Attached you will find the following documents to support HCCTS' response to this issue:

- Exhibit A: 2024.12.02 HCCTS Response Grade 9 and 10
- Exhibit B: 2024.06.03 TRUSD RFI High School Program
- Exhibit C: 2024.08.28 HCCTS Addition of 11th Grade

- Exhibit D: Board Agenda for September 18, 2025 HCCTS Board of Directors
- Exhibit E: CICA Material Revision September 18, 2025

B CICA Locations

MOU Amendment No. 3 provides in part: "The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation."

- *October 3, 17 and November 7, 2024 HCCTS Board approved sites/locations that were not included on MOU Amendment No. 3.*
- *On multiple occasions the District notified HCCTS of the requirement to submit a material revision request, before occupying a new location. HCCTS failed to comply.*
- *HCCTS June 1, 2025, newest "tentative" location list still includes sites not approved for operation for HCCS.*
- *The District is issuing the NOV as part of our oversight responsibilities to address CICA's failure to submit the required Material Revision request before adding new facilities.*

MOU Amendment No. 3 governs the approval and operation of CICA's facilities and makes clear that any new locations require District authorization through a material revision. CICA acknowledges that in the past, locations were opened or relocated without first completing the formal material revision process required by the MOU. This was a failure of compliance, and we take responsibility for it.

These missteps were not intentional, but they reflect a lack of attention to detail under prior leadership. Historically, CICA relied on a more informal process with the District regarding the addition, relocation, or consolidation of sites. In some cases, leadership believed that moves — such as opening an additional suite within an existing facility or relocating to a site nearby — did not constitute a "new" location requiring a material revision. That interpretation was incorrect, and we recognize that now.

The District's request for an updated site list on June 1, 2025, coincided with a period of significant transition at CICA, including organizational restructuring and site consolidations.

While those circumstances contributed to delays in providing a finalized list, they do not excuse the failure to comply with the MOU requirement.

CICA has since taken corrective steps. A material revision updating all current operating locations was prepared and HCCTS Board approved on September 18, 2025 for submission to TRUSD. Moving forward, CICA will strictly comply with the requirement to submit a material revision for any facility location change, ensuring that the District is fully informed and that all operations are authorized.

This issue will be fully resolved once the TRUSD Board approves the submitted material revision. If the Board does not approve certain sites, CICA will immediately limit operations to District-approved locations.

Under new leadership, CICA is committed to transparency, accuracy, and compliance in its facilities reporting and to maintaining a constructive partnership with TRUSD on all matters related to school sites.

Attached you will find the following documents:

CICA Locations for the 2025-2026 school year board approved on September 18, 2025 in the CICA material revision

CICA Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821

Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

III. ALLEGED VIOLATIONS OF THE LAW

A. HCCTS Annual Independent Audit Report

The Charter School is in violation of Education Code sections 47604.33 and 47605, and its own Charter, for failing to complete and submit its 2023-24 annual independent audit report to the District.

- *HCCTS requested an extension to the December 15, 2024, deadline for submitting its 2023-24 audit report.*
- *The District granted an extension until January 15,2025, but HCCTS failed to meet this deadline and has subsequently missed multiple additional extension deadlines, including March 31, 2025, and April 18,2025.*
- *To-date HCCTS' audit report has not been submitted to the District.*
- *The District is issuing the NOV as part of TRUSD oversight responsibilities to address HCCS' failure to submit the 2023-24 annual independent audit report.*

Education Code sections 47604.33 and 47605, as well as the HCCTS charter, require timely completion and submission of an annual independent audit report. HCCTS acknowledges that the 2023–24 audit has not yet been submitted to TRUSD and that multiple deadlines were missed.

HCCTS contracted with Eide Bailly to conduct the 2023–24 audit (Exhibit F). While a draft was provided on May 9, 2025, the process has been significantly delayed due to a combination of external and internal factors (Exhibit G). These included:

- Eide Bailly's 2022–23 audit being selected for review by the State Controller, which diverted capacity and slowed the 2023–24 work;

- Errors identified in the draft related to unduplicated pupil counts, which required national-level review and corrections; and

- Additional testing required following the release of the California State Auditor's report, which heightened risk assessments.

HCCTS has consistently provided documentation requested by the auditor and followed up on promised delivery timelines as demonstrated in Exhibit J which details an extensive list of document requests fulfilled by HCCTS staff. However, the final report has not yet been released by Eide Bailly. Legal counsel has formally demanded its completion (Exhibit H) and HCCTS continues to press for immediate resolution (Exhibit I).

To date, Eide Bailly has not indicated any significant findings in the draft report. While the delay has been deeply frustrating, HCCTS has acted in good faith throughout the process, and the draft report demonstrates that we have been cooperative and responsive.

Moving forward, HCCTS will ensure timely completion of audits by:

- Holding vendors accountable through stricter contracts and oversight; and

- Engaging with TRUSD earlier in the process to provide status updates and transparency.

We will provide TRUSD with the completed audit report immediately upon its release by Eide Bailly. We regret the delays and are committed to ensuring this problem does not repeat.

Attached you will find the following documents:

1. Exhibit F: Eide Bailly Communication Tracker 2024-2025
2. Exhibit G: 2025.04.17 Letter from Eide Bailly regarding State Controller and State Auditor
3. Exhibit H: 2025.8.5 Letter to Eide Bailly Requesting Production of Audit
4. Exhibit I: 2025.9.11 YM&C Follow-up letter to Eide Bailly
5. Exhibit J: Document requests from Eide Baily fulfilled by HCCTS

B. HCCTS Credentialing & Misassignments

HCCTS agrees that all teachers must hold valid teaching credentials and that paraeducators should not serve as classroom teachers without them. We acknowledge that, under prior practice, CICA relied on adult education credentials based on guidance previously received from outside agencies (Exhibit K). While this approach was followed for years without audit findings, it did not meet current expectations from CDE and CTC, and we take responsibility for correcting it.

Beginning in 2024–25, CICA laid off teachers who did not hold the required credentials and re-staffed classes with appropriately credentialed teachers (Exhibit L). We also undertook a full review of our credentialing and staffing systems to ensure alignment with updated guidance and long-term compliance (Exhibit M).

Key corrective actions include:

- **Credentialing Review:** Examined over 300 staff profiles and held 269 individual consultations with certificated staff to create personalized compliance pathways.

- **Support Systems:** Established a credentialing support team of staff and consultants; built a centralized credentialing database; and partnered with UMass Global to provide flexible, remote intern credential pathways (Exhibit N and Exhibit O), and are hiring mentor teachers (Exhibit P,Exhibit Q, and Exhibit R)

- **Financial and Professional Support:** Adopted Board Policy 4112.3 (Exhibit S) to reimburse staff for exam fees and coursework; approved a K–12 Teacher Retention Incentive (Exhibit T); and aligned hiring timelines with CTC testing windows and permit options.

- **Hiring Reforms:** Suspended instruction in July 2025 to allow time to re-staff with fully credentialed teachers before the school year; implemented structured hiring and rehire processes tied to credential readiness; and issued updated teacher agreements.

- **Governance Safeguards:** Adopted new board policies requiring all certificated staff to hold valid credentials at hire and renewal, mandating use of Frontline to track compliance, and prohibiting nepotism in hiring through Board Policy 4212.8 (Exhibit U).

Through these actions, CICA has corrected past practices and put in place systems that ensure all teachers moving forward will hold valid K–12 credentials. Instruction has resumed with properly credentialed staff, and we are committed to ongoing monitoring and support to keep CICA fully compliant.

This issue is now resolved, and CICA has turned the page with stronger systems that protect both compliance and instructional quality.

Attached you will find evidence of steps taken by HCCTS to fully cure alleged teacher credentialing issues:

- Exhibit K: Email from San Diego County Office of Education Nancy Mora
- Exhibit L: Resolution Of The Board Of Directors Of Highlands Community Charter And Technical Schools Approving Reduction In Force For Credentialed Teachers

- Exhibit M: 4112.2 BP Credentialing Requirements Communications
- Exhibit N: 2025.06.10 Formalized agreement with UMass Global
- Exhibit O: Example of Teacher Agreement HCCTS K-12 Single Subject Credential Pathway
- Exhibit P: Mentor Teacher Job Description (Full Time)
- Exhibit Q: Edjoin Mentor Teacher Job Posting
- Exhibit R: Mentor Teacher at Highlands Community Charter School - Sacramento _ EDJOIN.pdf
- Exhibit S: 4112.3 BP Teacher Credentialing Reimbursements
- Exhibit T: Teacher Retention Bonus Agreement
- Exhibit U: 4212.8 BP - Anti-Nepotism and Employment of Relatives

C. CICA Instructional Minutes

California Education Code 47612.5 mandates that charter schools provide a minimum number of annual instructional minutes equivalent to those required of traditional public schools.

- *According to HCCTS' email correspondence, before March 2025, CICA did not have a process or documentation to ensure compliance with minimum instructional minutes.*
- *By correspondence dated October 30, 2025, the District notified HCCTS that the requirement to meet minimum instructional minutes was outlined in Education Code 47612.5 and CICA's Charter.*
- *In the October 30 correspondence, the District requested the documentation that CICA uses to ensure the minimum number of instructional days and minutes are being met.*
- *HCCTS' November 26, 2024 included a statement that they would immediately take action to ensure compliance with minimum instructional minutes.*
- *On March 24, 2025 HCCTS provided a 20-page response to the District's October 30th request.*
- *HCCTS' March 24 response has resulted in more questions than answers. Additionally, the initial request in the District's October 30th communication regarding the verification that CICA is complying with the minimum instructional minutes remains unanswered.*
- *The District is issuing the NOV as part of our oversight responsibilities to address CICA's failure to ensure the minimum instructional minutes have been met and the resulting disallowed ADA collected.*

As a traditional independent study school CICIA ensures it meets instructional time requirements by documenting daily student engagement, evaluating work products for time value, and offering synchronous and asynchronous learning opportunities. Pacing guides offer guidance to teachers for assigning work and assigning time-value to the work completed, with the goal of ensuring that the time-value completed should be equivalent to a seat based program. However CICA is not a course-based independent study school and the actual time value-earned depends on the certified teacher's judgment of individual work products and the time-value that teacher deems appropriate based on the teacher's assessment of the pupil's individual needs and capacities.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record (Exhibit W). The Assigned Work Record contains a record of daily engagement and documentation of the time-value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar (Exhibit V)

It is the nature of traditional independent study that the actual time-value earned by a student can vary depending on the pupil. CICA pacing guides therefore constitute general recommendations for time-value earned per assignment, rather than prescriptions. A student may well earn more or less time value for a given course or assignment depending on the nature of their engagement of the course. The purpose in sharing pacing guides is to demonstrate that any student fully engaged has ample opportunity to participate in the equivalent of the required 64,800 minutes (Exhibit X).

Staffing challenges have since necessitated the adoption of a new calendar by the Board with the start date of August 14, 2025 (Exhibit V).

Please find the attached documents for your reference:

- Exhibit V: Academic Calendar 2025-2026
- Exhibit W: Assigned Work Record Template
- Exhibit X: March 24, 2025 HCCTS letter to TRUSD

D. HCCTS Exclusive Partnership Agreement

"Instruction must be provided exclusively in partnership with Workforce Innovation and Opportunity Act (WIOA) programs."

- *During its 2024–25 oversight review, the District discovered that HCCTS had allowed individuals who were non-students to participate in its Career Technical Education (CTE) Truck Driving program.*
- *The practice began in 2014 at the direction of a Board member, was supported by the Executive Director, and continued with Board approval through 2024-25.*
- *The WIOA partnership agreement requires instruction to be provided exclusively in partnership with WIOA.*
- *Providing instruction to non-students as part of HCCTS' partnership with the Volunteers of America, Local 185 Union, Sacramento County Sheriff's Office, and the Sacramento Police Department, violates this agreement.*
- *The District is issuing the NOV as part of our oversight responsibilities to address the breach of the exclusive partnership agreement and all resulting funds tied to the agreement.*

HCCTS acknowledges that past practices in the Truck Driving program violated the requirements of our Workforce Innovation and Opportunity Act (WIOA) partnership agreement, which stipulates that instruction must be provided exclusively in partnership with WIOA

programs. Beginning in 2014, and with the support of prior leadership, non-students were allowed to participate in the program through informal arrangements with outside organizations.

HCCTS takes full responsibility for this lapse. Under current leadership, the practice has been ended and corrective steps have been taken to ensure compliance. Specifically:

- A formal investigation was completed by the Director of HR in 2024–25 (Exhibit Y)
- Disciplinary action was taken against an employee.
- A stop notice was issued in December 2024 prohibiting non-student participation. (Exhibit Z)
- Between December 2024 and January 2025, HCCTS discontinued informal partnerships with Local 185, the Sacramento Police Department, and the Sacramento County Sheriff's Office.
- On January 6, 2025, HCCTS officially ended all non-student participation across programs. (Exhibit AA)
- The Truck Driving program was suspended and will remain paused until HCCTS can ensure full compliance with WIOA requirements, its charter, and the MOU.

These actions have fully cured the issue. Moving forward, HCCTS has strengthened oversight of program partnerships, reinforced compliance training for staff, and adopted new safeguards to ensure all instruction aligns exclusively with WIOA requirements. This reflects our commitment to correcting past mistakes, complying with all partnership agreements, and ensuring that every program we operate directly serves our enrolled students.

Attached you will find the following documents showing progress made by HCCTS regarding the truck driving program:

- Exhibit Y: 2025.03.28 Letter from HCCTS detailing investigation into the Truck Driving program
- Exhibit Z: 2024.12.02 TRUSD Findings Regarding Truck Driving
- Exhibit AA: 2024.12.02 Truck Driving Program Follow-up

IV. FISCAL MISMANAGMENT

A. HCCTS San Diego Location

Engaged in fiscal mismanagement.

- *The condominium advertises being able to "watch the ballgame from your balcony" and is the highest priced unit in the facility.*
- *The decision to engage in this exorbitant real estate transaction, even though students were not in or around the area is questionable.*
- *Compounding the issue is the fact that the admin facility lacks any direct connection to educational services or student benefit demonstrating a fiscal mismanagement.*
- *The District is issuing the NOV as part of our oversight responsibilities to ensure that HCCTS address the fiscal mismanagement.*

HCCTS acknowledges that the decision to lease a condominium office in San Diego was a misstep that does not align with our mission or our responsibility to ensure all expenditures directly benefit students. While the space was briefly used by a remote employee and originally intended to support exploration of expansion opportunities, the location did not provide meaningful educational value. We recognize that this was poor judgment under prior leadership and understand the District's concern that this constituted fiscal mismanagement.

HCCTS has since vacated the property and taken corrective steps to minimize the financial impact. We engaged Newmark Realty on March 27, 2025, to sublease the space, revised the listing in June 2025, and remains prepared to accept any commercially reasonable offer. While it is not possible to control the timing of sublease offers, HCCTS is committed to recouping as much value as possible and bringing this matter to resolution (Exhibit AB and Exhibit AC).

This decision reflects mistakes of the past. Moving forward, HCCTS has implemented stronger financial controls and multi-level approval processes to ensure that all facility and spending decisions are directly tied to student learning and educational services. These safeguards are designed to prevent similar errors and to reinforce our commitment to fiscal responsibility, transparency, and compliance.

Attached below you will find:

- Exhibit AB: Sublease Agreement for San Diego
- Exhibit AC: Sublease Marketing Materials by Newark Realty

VI. SUMMARY

This response provides evidence that CICA has either already fully cured or has taken every possible step to cure all of the concerns raised by the District and will continue to vigorously pursue resolution of the few items that are outside of the school's control.

EXHIBIT A

2024.12.02 HCCTS Response Grade 9 and 10

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 2, 2024

Shari Warta
Project Manager
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Request for Evidence

Dear Ms. Warta,

We have prepared the following response to the TRUSD request for evidence regarding the statement of HCCS approval of adding grades 9 and 10 through a non-material revision process.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Grades 9 and 10
Before adding grades 9 and 10, HCCS enrolled students in grades 1, 2, and 12. In the 2018-2019 school year, there was political pressure from the capitol to enroll all students in high school following a misunderstanding that HCCS had 40-year-old students enrolled in first and second grades with children. HCCTS serves adult students aged 22 and older. However, our students were never in classes learning with children. To address this, in the 2020-2021 school year, HCCTS added high school grades 9 and 10.

HCCTS communicated with TRUSD via email and phone about these changes on several occasions. TRUSD Administration strongly encouraged the change to a 9-12 grade span to more accurately reflect the students we serve and would not require a material revision to the charter. While HCCTS does not possess email evidence of this exchange on October 29, 2020, these communications are reflected in the 2019-2020 Annual Oversight Report from TRUSD drafted on July 7, 2020. The report, which was drafted by Francie Heim of School Business Solutions, clearly states: "It should be noted that Highlands serves ages 22 and older. Before 2020-21, Highlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student.)"

Please see an excerpt from the report below. Attached is the complete report by School Business Solutions, TRUSD Oversight consultant, which was provided to HCCTS in July 2020.

It should be noted that Highlands serves age 22 and older. Before 2020-21, HIghlands classified students for LCFF funding purposes as K-3 or 9-12. Starting in 2020-21, all students are reported as 9-12 for LCFF funding purposes, generating a higher level of funding (approximately $1,000 more per student).

Highlands LCFF Funded ADA			
	K-3 ADA	9-12 ADA	Total
2020-21		2,550.00	2,550.00
2019-20	1,750.28	251.05	2,001.33
2018-19	1,178.80	267.09	1,445.89
2017-18	1,003.65	245.26	1,248.91
2016-17	612.79	310.75	923.54
2015-16	216.05	189.06	405.11
2014-15	65.79	170.87	236.66

Please reach out if you have any additional questions.

HIGHLANDS COMMUNITY CHARTER SCHOOL

ANNUAL OVERSIGHT REPORT 2019-20

June 7, 2021

HIGHLANDS COMMUNITY CHARTER SCHOOL OVERSIGHT REPORT

Prepared by Francie Heim, School Business Solutions LLC

This report summarizes the Highlands Community Charter School (Highlands) for 2019-20 school year activities and includes an update on the 2020-21 school year.

Key Data Points	2017-18	2018-19	2019-20
October Enrollment	1,856	1,980	3,336
Socioeconomically Disadvantaged	89.06%	94.70%	92.24%
English Learners	85.88%	87.10%	90.32%

The report will be divided into seven parts and are aligned with TRUSD board policy on charter oversight.

Part 1 Compliance with Legal Requirements (Board Policy)
Part 2 Student Outcomes and LCAP (Board Policy)
Part 3 Fiscal Condition (Board Policy)
Part 4 Key Demographic Data
Part 5 Site Visit Observations
Part 6 Summary
Part 7 Appendix

TWIN RIVERS UNIFIED BOARD POLICY
MONITORING CHARTER SCHOOL PERFORMANCE

The Superintendent or designee shall monitor the charter school to determine whether it **complies with all legal requirements** applicable to charter schools, including making all reports required of charter schools in accordance with Education Code *47604.32*. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the **measurable student outcomes** set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its **local control and accountability plan (LCAP).**

The Board shall **monitor the fiscal condition** of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32, 47604.33, 47606.5*)

HIGHLANDS COMMUNITY CHARTER SCHOOL
ANNUAL OVERSIGHT REPORT 2019-20

PART I

Board Policy:
The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

Highland states they filed all required reports with their office, and there are no known violations of law. TRUSD states that all required reports have been filed, and there are no known items to report.

The annual independent audit for 2019-20 is an unmodified opinion. The audit report did restate the ending fund balance, with a $78K accounts receivable overstatement adjustment for Highlands and $15 K for CA Innovative Career Academy.

PART 2

Board Policy:
The Board shall monitor each charter school to determine whether it is achieving, both schoolwide and for all groups of students served by the school, the measurable student outcomes set forth in the charter. This determination shall be based on the measures specified in the approved charter and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP).

There are limited ways to measure student outcomes for alternative programs as students do not take the Smarter Balanced Assessments taken in traditional K-12 schools. In March 2019-20, the pandemic resulted in limited data collection and suspended the traditional LCAP process.

Highlands does continue to test students regularly with the CASAS test, which is required as part of the workforce investment grant.

The most recent LCAP (2018-19/2019-20) noted the following:

Goal 1: Improve Academic Performance School-wide.

Outcome: We expect our English Learners (EL) students to make significant progress in the Comprehensive Adult Student Assessment System (CASAS) Reading Assessment, our EL reclassification rate to Re-Designated English Proficient (RFEP) to increase, and 50% of our identified high school students to show increase in their CASAS scores in either ELA or Math. We exceeded our metrics in elementary English language development: 58% of our ELD learners have made significant learning gains on the Comprehensive Adult Student Assessment System (CASAS) reading assessment exceeding our goal of 52%. Shifting significant resources to additional para-educators

has been highly effective. Highlands exceeded our goal on teacher credentialing because we recruit highly skilled teachers from the UC and CSU systems. They come to Highlands with Master's Degrees and a wealth of teaching experience but need their Designated Subjects Credential. The use of our 'Navigators' to assist transition from EL classes to defined high school level courses.

Goal 2: Improve College and Career Preparedness through increased research based practices and strategies with increased career-technical educational (CTE) opportunities for all students.

Outcome: 65% of our eligible students complete a defined College or Career Pathway. This includes expanding our CTE Pathways, thereby, increasing the number of options available to students. Highlands is committed to students' success and providing opportunities to obtain a livable wage lifestyle. Highlands provides classes in child psychology and parent education. The CTE courses available consist of Truck Driving Class A License, Early Childhood Education careers, Microsoft Suite Certification, A+ Information Technology, Medical Office Training, Medical Assisting, Cosmetology, Manicuring, Entrepreneurship and Culinary Arts.

Goal 3: Increase Student Engagement and Enhance School Climate.

Outcome: Highlands has supported student and alumni achievement by investing in additional para-educators in classrooms and enhanced technology resources. These investments along with other proven investments have allowed our students to exceed our school wide GPA goal of 2.77 to 3.44. Highlands is on course to meet our high school graduation goal of 41%. We exceeded our goal of 60% of non-exempt alumni gaining and maintaining employment with 62%. 19% of our alumni are enrolled in college or post-secondary education which exceeds our goal of 10%. Highlands provides many activities for students to supplement their education by participating in leadership groups on campus. These include: Student Leadership Committee, Budget Committee, Event Planning Committee, English Language Advisory Committee, and the Community Advisory Council.

Goal 4: Increase instructional technology use to improve student achievement and career readiness.

Outcome: The number of our students that now have access or use a computer in their daily life is 87%. We increased our overall number of available student computers to 1:4 ratio. The overall goal is to attain a 1:1 level.

Goal 5: Increase stakeholder and community engagement in the students' education and school and community life.

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

LCAP

Education Code 47604.32 requires the charter authorizer to review the LCAP as a part of authorizer oversight duties. The TRUSD team has done a review and provided recommendations to Highlands on changes that should be reflected in a revised LCAP (Appendix D). A summary of the LCAP highlights is shown in Appendix C.

Dashboard Alternative School Status (DASS)

In 2013, California's accountability system significantly changed with the adoption of the Local Control Funding Formula (LCFF). This new accountability system, the California School Dashboard (Dashboard), contains state indicators and standards to help identify a school's strengths, weaknesses, and areas in need of improvement. Because these state indicators and standards were developed for traditional (non-alternative) schools, a different measurement tool was needed for Alternative Schools. The Dashboard Alternative School Status (DASS) program replaces the previously administered Alternative Schools Accountability Model (ASAM) and holds alternative schools and alternative schools of choice accountable for modified methods of measurement for accountability indicators, when appropriate.

Highlands DASS 2018-19

Basics: Teachers, Instructional Materials, Facilities	Met
Implementation of Academic Standards	Met
Parent Engagement	Met
Local Climate Survey	Met
Access to a Broad Course of Study	Met
Chronic Absenteeism	88.6% (increase over the PY* 1%)
Suspension Rate	-0-
Graduation Rate	15.3% (decline over the PY 3.5%)
College/Career	-0- Prepared, 1.6% approaching prepared (PY -0- prepared, 13.8% approaching prepared)

*Prior Year (PY)

Highlands notes that the decline in graduation rate is due in part to students transferring to the CA Innovative Career Academy charter in order to complete remaining credits under an independent study setting.

HIGHLANDS COMMUNITY CHARTER SCHOOL
ANNUAL OVERSIGHT REPORT 2019-20

PART 3

Board Policy

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code *47604.32, 47604.33, 47606.5*)

Highlands was financially solvent at the close of 2019-20. The audit report reflects unrestricted net assets of $1.28 M at the close of 2019-20. The level of borrowing is concerning, with $2.6 M in revenue anticipation notes (RANs) outstanding at the close of 2019-20 and a $3 M PPP (Paycheck Protection Program) loan payable. An additional $ 6.6 M in RANs were issued in 2020-21.

1	Highlands Community Charter School				
2	Statement of Financial Position Audited Financial Statement				
3		2016-17	2017-18	2018-19	2019-20
4	Cash		1,204,755	1,142,841	2,804,724
5	Accounts Receivable	3,018,358	2,277,556	3,496,529	4,600,306
6	Prepaid	85,435	29,622	30,650	136,177
7	Fixed Assets	215,472	253,034	1,451,059	1,378,849
8	Deposits	8,613	20,263	21,763	21,763
9	Total Assets	3,327,878	3,785,230	6,142,842	8,941,819
10					
11	Cash Overdraft	93,622			9,970
12	Accounts Payable	797,019	559,518	777,520	1,386,511
13	Accrued Expense	359,705	585,816	879,998	653,515
14	Notes Payable	935,000	572,000		
15	Revenue Anticipation Notes				2,634,489
16	PPP loan payable				2,973,000
17	Factoring Agreement		750,000	3,703,942	
18	Total Current Liabilities	2,185,346	2,467,334	5,361,460	7,657,485
19	Restricted	91,132			
20	Unrestricted	1,051,400	1,317,896	781,382	1,284,334
21	Total Net Assets	1,142,532	1,317,896	781,382	1,284,334
22	Total Net Assets & Liabilities	3,327,878	3,785,230	6,142,842	8,941,819

The TRUSD business team, with leadership provided by Kate Ingersoll, does a detailed review of Highlands budget, interim reports, audit, and LCAP.

Cash and Borrowing Notes:

- Highlands ended 2016-17 with a zero cash balance.
- In August 2017, Highlands issued Revenue Anticipation Notes, Series A (RANs) for $2,900,000 at 5% interest, maturing on September 15, 2018.
- In 2017-18, Highlands used a factoring agreement ($750 K) for cash flow, at the cost of $22K.
- In 2018-19, Highlands used a factoring agreement ($8.55M) for cash flow at the cost of $424 K.
- In 2019-20, Highlands paid off the factoring agreement.
- In 2019-20, Highlands/CA Innovative Career Academy issued RANs for $7M with net proceeds of $5,065 M. $1.9 M was to pay off a previous factoring agreement. The total cost of issuance is significant, along with 4% interest.
- In 2019-20, Highlands received a $3 M PPP loan at 1% interest and may be eligible to apply for loan forgiveness.
- **In 2020-21 (August 2020), Highlands/CA Innovative Career Academy issued RANs for $6.6 M with net proceeds of $6.25 M and 4% annual interest.**
- **Highlands provided follow-up information indicating the RAN was paid in full in March 2021. Highlands established a $9 M line of credit to utilize for cash flow.**

2020-21 SECOND INTERIM MULTI-YEAR PROJECTION SUMMARY

Based on data submitted in March 2021 (Second Interim Budget), Highlands projects to be fiscally solvent in 2020-21, 2021-22,2022-23 with a projected ending balance of $10.6 M in 2020-21 (line 7) at approximately 33% of expenditures. A 33% reserve is a greatly improved ending balance over the 2019-20 5% reserve.

	Highlands 2nd Interim MYP	2018-19 Actual	2019-20 Actual	2020-21 2nd Interim	2021-22 MYP	2021-22 MYP
1	**Actual/Projected ADA**	1,446	2,001	2,550	2,550	2,550
2	Income	18,505,584	25,966,222	41,018,789	37,244,976	38,303,794
3	Expenditures	19,042,098	25,385,167	31,707,548	33,108,958	34,476,666
4	Income Less Expenditures	(536,514)	581,055	9,311,241	4,136,018	3,827,128
5	Beginning Balance	1,317,896	781,382	1,284,334	10,595,575	14,731,593
6			(78,103)			
7	Ending Balance	781,382	1,284,334	10,595,575	14,731,593	18,558,721
* 2020-21 Beginning balance adjusted for audit fund balance $78,103 overstatement of accounts receivable						
8	**Ending Balance as % of Expense**	**4%**	**5%**	**33%**	**44%**	**54%**

PART 4

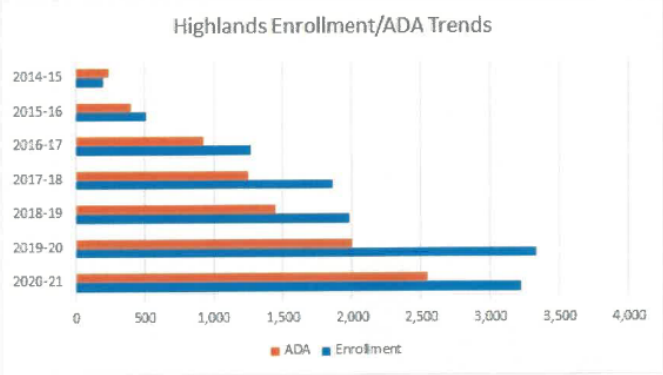
Other Key Data Elements

ADA (AVERAGE DAILY ATTENDANCE)/ENROLLMENT GROWTH OVER TIME

Highlands has grown from 207 students (October 2014 count) to 3,225 students (October 2020 count). Charters are funded based on current year P-2 ADA, a cumulative count of student attendance as of the last full school month ending on or before April 15. ADA is significantly less than ADA.

Due to the pandemic, 2020-21 ADA was frozen at the 2019-20 level with the ability to apply for growth ADA, which is why Highlands increased from 2,001 ADA to 2,550.

Highlands Enrollment ADA Trend			
Academic Year	Enrollment	ADA	ADA as % of Enrollment
2020-21	3,225	2,550	79%
2019-20	3,336	2,001	60%
2018-19	1,980	1,446	73%
2017-18	1,856	1,249	67%
2016-17	1,268	924	73%
2015-16	518	405	78%
2014-15	207	237	114%



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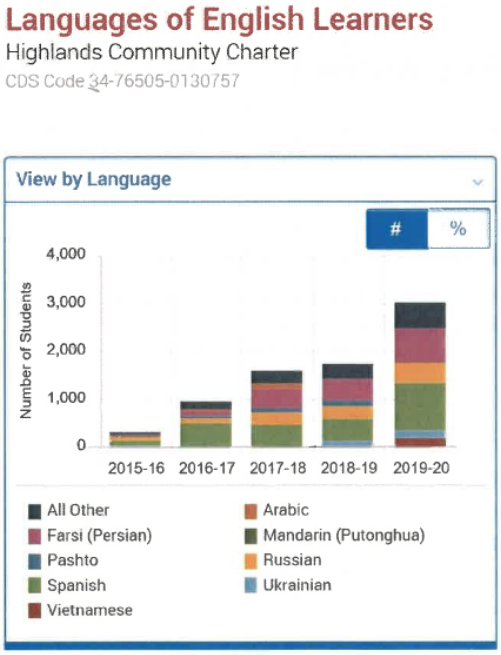
2016-17	612.79	310.75	923.54
2015-16	216.05	189.06	405.11
2014-15	65.79	170.87	236.66

ENGLISH LEARNERS

Highlands has 90% of the population identified as English Learners. A 90% identification rate is higher than TRUSD (33%), Sacramento County (17%), and the State (19%). As noted in the chart below, a significant number of languages are represented in the student population.

2019-20 English Learner	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)	TBD	Total	EL as % of Total
Highlands	303	-	3,013	20	-	3,336	90.3%
Twin Rivers Unified	16,549	480	10,834	5,082	63	33,008	32.8%
Sacramento County	164,358	7,485	43,406	34,062	229	249,540	17.4%
State	3,600,001	273,950	1,148,024	1,133,977	7,049	6,163,001	18.6%



UNDUPLICATED PUPIL PERCENTAGE (UPP)

Highlands UPP was 98% in 2019-20. For funding purposes, the UPP calculation used in the LCFF formula is based on a three-year average and is capped at the UPP% of TRUSD.

1	Highlands UPP Count	2015-16	2016-17	2017-18	2018-19	2019-20
2	Total Enrollment	518	1,268	1,856	1,980	3,336
3	Free & Reduced Meal Program	335	810	1,646	1,828	3,077
4	Homeless	-	49	16	7	51
5	Direct Certification	8	21	45	19	8
6	Unduplicated FRPM Eligible Count	336	829	1,653	1,831	3,086
7	English Learner (EL)	311	946	1,594	1,725	3,013
8	CALPADS Unduplicated Pupil Count (UPC)*	455	1,099	1,778	1,961	3,273
9	UPP %**	87.84%	86.67%	95.80%	99.04%	98.11%

** Students are counted once to arrive at this total*

** Funded UPP based on three year rolling average and may be capped at % of authorizing LEA*

2019-20 EXPENDITURES

73% of expenditures were identified as program services. Approximately 62% of the budget is spent on salary and benefits of employees.

1	Highland 2019-20 Expenditures*	Program Services Education	Support Services, Mgmt, & General	2019-20 Total	PY Total
2	Certificated Salaries	5,358,756	23,868	5,382,624	
3	Classified Salaries	5,226,231	706,944	5,933,175	
4	Employee Benefits	3,984,485	333,213	4,317,698	
5	Books & Supplies	893,189	301,038	1,194,227	
6	Professional/Consulting/Operating Expenditures	3,131,381	4,918,037	8,049,418	
7	Depreciation		217,641	217,641	
8	Interest Expense		290,384	290,384	
9	Total	18,594,042	6,791,125	25,385,167	
10	% by Program/Support	73.25%	26.75%	100%	
11	Total Expenditures (less depreciation)			25,167,526	18,944,374
12	Total Employee Costs/Benefits			15,633,497	12,498,430
13	Total Employee Costs/Benefits as % of Total Expenditures			62.12%	65.97%

** per 2019-20 audit report*

PART 5

Site Visit Observations

Murdock Smith is the CEO/Director of Highlands and brings a passion and vision to the charter. Mike Reid is the Chief Operations Officer. Mike will be retiring in June 2021, and a leadership reorganization is underway.

Diana Gonsalves is a new addition to the team, serving as the Director of Fiscal Services. The charter continues to contract with Delta Management Solutions for back-office business support. Highlands is reviewing the possibility of bringing all business functions in-house. As requested in our last oversight report, the charter has added a "fiscal transparency" section to the website, providing budget and interim report updates.

Highlands received an outside consultant report (Terry Bradley, SBC) in May 2020. The report's scope was to review the organizational structure with an emphasis on the business services department. The report also requested a follow-up review of the FCMAT extraordinary audit (May 2018). There were many findings and recommendations, and a summary is provided below:

a) Recognition of the increase in student enrollment and a "healthy" general fund reserve.
b) Recognition of the leadership of Murdock (Doc) Smith and his high visibility in the organization
c) Recognition of the Board of Directors in their trust of the leadership team and holding the team accountable.
d) Improved communication among divisions in the organization was recognized. It was also noted that this is an area of continued focus to improve.
e) The utilization of technology should be a priority throughout the charter organization.
f) Based on interviews of HCCS staff, all 19 internal practices identified in the FCMAT extraordinary audit have been addressed. Staff feels the charter is a better organization due to the FCMAT study and will continue to improve as more systems are developed and implemented.
g) Internal controls need to be in place to ensure that only students 22 years of age or older without high school diplomas can register at HCCS. It should be noted that the October 2019 and October 2020 student counts show no student under the age of 22 enrolled.

The report recommended that further areas of focus/study should be:

Development of a succession plan for HCCS leadership positions.
Review of the existing organizational structure.
Completion of a cost/benefit analysis of establishing a "total" business office operation within the structure of HCCS.

No sites were visited this year due to COVID, but several zoom sessions were conducted with the Charter leadership team, and several classes were visited via zoom. The first meeting with Murdock Smith (CEO/Director), Michael Reid, and Charles Patillo was to establish the protocol and plan for zoom visits. After the class zoom visits, a meeting was held with Murdock Smith, Mike Reid, Katrina Tupper (Director of Instruction and Professional Learning), Niccole Scrogins (Director of Curriculum and Program).

The questions guiding the team discussion are shown in Appendix G. A summary of a year in review with challenges and successes is provided below as noted by the leadership team.

At the start of the pandemic, a distance learning specialist group was brought in to train staff and set the stage for remote learning. For some of the clients, a zoom environment improved attendance. Chromebooks, hot spots, Gmail accounts, were provided to students. "Digital navigators" assisted students and staff with technology. If a student was not in contact for five days, there was outreach to ensure students were OK. Food and clothing closets were provided to assist with other needs.

ADA was determined by google classroom, mobile app, zoom attendance, work submitted, and reading program log-ins. Highlands is considered a school of the district for special education purposes, and special education services are provided by TRUSD.

There were many challenges for teachers in adapting to a Zoom environment, but the success was seeing the great work at the end. The silver lining is the push over the finish line for staff and teachers (and students) on digital literacy (Nicole).

Challenges were the personal hardships, and success was the relationships and connections that were made. The silver lining was creating a system and structures for collaboration, with staff reaching out for more professional development opportunities (Katrina).

Challenge was never taking the foot off the accelerator and pivoting, and the success was creating more pathways for students (Mike).

Success was graduation with 138 graduates in January. Challenges were not receiving COVID funding like traditional school districts. The silver lining was the development of a learning management platform in-house. (Doc).

There were some very specific kudos to the TRUSD team:
Kate Ingersoll for working so closely with Diane Gonsalves and the business office team
Lori Grace for ongoing, consistent communication on COVID to the Highlands team that made them feel very supported by the district.
Kristen Coates for reaching out to ensure good communications with the team.
TRUSD police support, specifically noting an incident with an at-risk student, and the collaboration of the Highland team and TRUSD police department that prevented a potential suicide.

I attended the following Zoom classes:

English Learners	10:00 to 11:00	Tuesday16-Mar	7 students attending
English, History,Govnt	11:00 to 12:00	Tuesday16-March	1 student attending
Math	1:30 to 2:30	Tuesday16-Mar	4 students attending
English	6:00 to 7:00	Wednesday17-Mar	16 students attending
CDL Truck Driving	10:00 to 11:00	Thursday18-Mar	11 students attending
Beg English	11:00 to 12:00	Thursday18-Mar	15 students attending
Algebra (CICA)	5:15 to 6:15	Thursday18-Mar	1 student attending

General Impressions:
Teachers used technology appropriately, with some teachers excelling in providing engaging activities. Students were generally adept at using Zoom and had good connectivity. The English Learner classes were particularly engaging. Many of the students were women with small children, and it was a joy to watch their level of engagement in learning English. As noted previously in the report, attendance has improved since transportation, and child care barriers are no longer issues in a Zoom environment.

PART 6

SUMMARY

The Highlands team is passionate about its mission and vision and is committed to its students' success. They serve a diverse group of adults, primarily English Learners, under the Workforce Investment Act. The challenges are many. Chronic absenteeism is high at 88.6%, graduation rates are low at 15.3%, and college/career readiness indicators are -0- prepared and 1.6% approaching prepared (2018-19 data).

Our commendations to Highlands for bringing in an outside consultant to review operations and provide recommendations. The report (May 2020) was reviewed as part of this oversight report. The charter has implanted many of the recommendations.

Highlands should be commended for the quick response to align services to students in a virtual environment back in March 2020. As of this report (May 2021), Highlands is still providing services in a virtual environment.

In 2019-20, adequate controls were in place to ensure all students enrolled were age 22 or more.

Highlands has implemented a prior year recommendation that provides for fiscal transparency, with the website posting budgets and interim reports.

Highlands has been creative in partnering with the community on facilities near where the students and community needs are located. Appendix B provides the most current listing of 35 sites.

A stated concern in the past was a lack of cash flow and budget discipline necessary for a growing organization. Highlands has improved its fund balance. They have discontinued expensive factoring agreements used for cash flow. Highlands indicated that in March 2021, they repaid the RANs and acquired a $9M line of credit to utilize for cash flow purposes. They continue to contract with a charter "back office" for financial support but have added staffing in-house to improve financial/budgeting systems. They are projected to be fiscally solvent in 2019-20 and future years.

There continue to be legislative discussions to limit the ability of Charters to serve adults over the age of 22 and receiving LCFF funding. Highlands has been actively working to ensure legislators and others are aware of the impact of their work in the community.

The Accrediting Commission for Schools, Western Association of Schools and Colleges (ACS WASC) Commissioners have determined Highlands Community Charter School (AD - AD) meets the ACS WASC criteria for accreditation and granted a Six-Year Accreditation Status with a Mid-cycle Two-day Visit through June 30, 2025.

PART 7

APPENDIX A HIGHLANDS MISSION/VISION (FROM WEBSITE)

Motto | Vision | Mission

MOTTO: IT'S NEVER TOO LATE!

VISION: TO ERADICATE EDUCATIONAL INEQUALITY.

MISSION:

WE ARE A DIVERSE COMMUNITY FOR SOCIAL JUSTICE, SERVING THE UNSERVED, PROVIDING ACCESS TO EDUCATION, TECHNOLOGY, COMMUNICATION, AND EMPLOYMENT FOR 21ST CENTURY ACHIEVERS. THROUGH COMMUNITY PARTNERSHIPS, WE WILL BUILD NEW LEGACIES LEADING TO SELF-SUFFICIENCY AND GENERATIONAL CHANGE.

SCHOOLWIDE LEARNER OUTCOMES (SLOS):

1. STUDENTS WILL DEMONSTRATE MEASURABLE ACHIEVEMENTS EACH TERM THROUGH ASSESSMENT.

2. STUDENTS WILL MAKE PROGRESS TOWARD THEIR CAREER GOALS.

3. STUDENTS WILL USE TECHNOLOGY TO COMMUNICATE FOR PERSONAL AND ACADEMIC USE.

APPENDIX B

Highlands Community Charter School's main campus is located at 1333 Grand Ave., Sacramento, CA 95838. HCCS students are currently served at 35 locations around the greater Sacramento region.

These sites listed may include jointly utilized California Innovative Career Academy sites.

Per the Charter Petition - All HCCS site are accessible to students by foot, public transportation, or car. HCCS ensures that the facilities align with all building and fire codes for instructional purposes as provided in Education Code Section 47610. In addition, HCCS will alert TRUSD at least 30 days prior to occupancy of every site to be leased, purchased, or controlled by the school for instructional purposes. HCCS will not pursue Proposition 39 facilities from the district.

	2018-19 Oversight Report Listing (March 2020)		Updated Listing (May 2021)
1	41st Street | 3821 41st Ave Suite 1, Sacramento, CA 95824	1	41st Avenue | 3821 41st Avenue, Suite #1, Sacramento, CA 95824
2	ARI - Alhambra | 2411 Alhambra Blvd # 100 Sacramento, CA 95817		
3	ARI - CB Wire | 5100 El Paraiso Ave, Sacramento, CA		
4	ARI - North | 5750 Sunrise Blvd #100 Citrus Heights, CA 95610	2	ARI - North | 5750 Sunrise Blvd, #100, Citrus Heights, CA 95610
5	Asher | 1215 Howe Ave. #101, Sacramento, CA 95825	3	Asher | 1215 Howe Avenue, #101, Sacramento, CA 95825
6	Bach Viet - North | 1050 Fulton Ave. #110 Sacramento, CA 95825	4	Bach Viet - North | 1050 Fulton Avenue, #110, Sacramento, CA 95825
7	Bach Viet | 1120 Fulton Ave. #F Sacramento, CA 95825	5	Bach Viet - Larkspur | 1100 Fulton Avenue, #F, Sacramento, CA 95825
8	Bach Viet - South | 6853 65th St. STE C, Sacramento, CA 95828	6	Bach Viet - South | 6853 65th Street, STE C, Sacramento, CA 95828
9	Bethany | 9880 Jackson Rd. Sacramento, CA 95827	7	Bethany | 9880 Jackson Road, Sacramento, CA 95827
10	Bowling - Lao Family | 7171 Bowling Dr. Sacramento, CA 95823	8	Bowling | 7171 Bowling Drive, #1120, Sacramento, CA 95823
11	Clay Street | 3805 Clay Street, Sacramento, CA 95838	9	Clay Street | 3805 Clay Street, Sacramento, CA 95838
12	Cosmo | 3500 Fulton Ave, Sacramento, CA 95821	10	Cosmo | 3500 Fulton Avenue, Sacramento, CA 95821
13	Crossroads | 7011 Sylvan Rd. Suite A, Citrus Heights, CA 95826		
14	Faith Legacy | 2532 Whitney Ave. Sacramento, CA 95821	11	Faith Legacy | 3532 Whitney Avenue, Sacramento, CA 95821
15	Grand | 1333 Grand Avenue Sacramento, CA 95838	12	Grand Avenue | 1333 Grand Avenue, Sacramento, CA 95838
16	Folsom Blvd | 10017 Folsom Blvd. Sacramento, CA 95827	13	Folsom Blvd | 10017 Folsom Blvd, Sacramento, CA 95827
17	GSUL | 3725 Marysville Blvd. Sacramento, CA 95838	14	GSUL | 3725 Marysville Blvd, Sacramento, CA 95838
18	Gurnick | 8810 Cal Central Drive, 3rd Floor Sacramento, CA 95826	15	Gurnick | 8810 Cal Central Drive, 3rd Floor, Sacramento, CA 95826
19	Holy Cross | 800 Todhunter Ave. West Sacramento, CA 95605	16	Holy Cross | 800 Todhunter Avenue, West Sacramento, CA 95605
20	Industrial | 8180 Industrial Pkwy. Sacramento, CA 95824	17	Industrial | 8180 Industrial Pkwy, Sacramento, CA 95824
21	Maple | 3301 37th Ave. Sacramento, CA 95824	18	Maple | 3301 37th Avenue, Sacramento, CA 95824
22	Marconi | 2435 Marconi Ave. Sacramento, CA 95821	19	Marconi | 2500 Marconi Avenue, #120, #150, Sacramento, CA 95821
23	Marysville | Notre Dame: 715 C St. Marysville, CA 95901	20	Marysville | Notre Dame: 715 C Street, Marysville, CA 95901
24	McClellan | 3144 Palm St. Building 826 McClellan Park, CA 95652	21	McClellan | 3144 Palm Street, Building 826, McClellan Park, CA 95652
25	OLOG - Guadalupe | 711 T St. Sacramento, CA 95811	22	OLOG - Guadalupe | 711 T Street, Sacramento, CA 95811
26	Opening Doors | 1111 Howe Ave. #115 Sacramento, CA 95825	23	Howe Avenue | 1111 Howe Avenue, #115, Sacramento, CA 95825
27	Opening Doors | 1111 Howe Ave. #655 Sacramento, CA 95825	24	Howe Avenue | 1111 Howe Avenue, #655, Sacramento, CA 95825
28	SALAM | 4545 College Oak Dr. Sacramento, CA 95841	25	SALAM | 4545 College Oak Drive, Sacramento, CA 95841
29	SHRA - Marina Vista | 30 Seavey Circle Sacramento, CA 95818	26	SHRA - Marina Vista | 30 Seavey Circle, Sacramento, CA 95818
30	St. Anne's | 7720 24th St. Sacramento, CA 95832	27	St Anne's | 7720 24th Street, Sacramento, CA 95832
31	Elder Creek | 8401 Jackson Rd, Sacramento, CA 95826		
32	St. Matthews | 2300 Edison Ave. Sacramento, CA 95821	28	St Matthews | 2300 Edison Avenue, Sacramento, CA 95821
33	St. Rose | 5945 Franklin Blvd. Sacramento, CA 95824	29	St Rose | 5961 Franklin Blvd, Sacramento, CA 95824
		30	Alhambra | 2331 Alhambra Blvd, Sacramento, CA 95817
		31	ARI - South | 6270 Elder Creek Road, Sacramento, CA 95824
		32	Lao Family Oakland | 2325 East 12th St, Oakland, CA 94601
		33	Pavilions South | 2310 Fair Oaks Blvd, Suite C, Sacramento, CA 95825
		34	Pavilions South | 2310 Fair Oaks Blvd, Suite C-2, Sacramento, CA 95825
		35	Saint John's | 8401 Jackson Rd, Sacramento, CA 95826

APPENDIX C

Greatest Progress

At Highlands, we are proud of increasing services to our unduplicated students by leveraging a variety of funding sources. One of our most creative and innovative services continues to be the deployment of a mobile clothes closet and library which was financed through base funding. Many Highlands students live in poverty and for two years now a free clothes closet was established at our main campus to provide clothes to needy students and their families. Due to the overwhelming success of this project and the high demand for these clothes, and to provide access for students at other sites, Highlands purchased an RV which can now take the clothes to students at all 24 auxillary sites. Additionally, as our students have often indicated their desire for books to read at home, the mobile clothes closet is also a mobile lending library. Students can check-out one book, then exchange it for another at a future date, the books are never overdue. This program was initiated with base funds and is popular with all students. In the next school year, we will continue to expand on this resource to offer free clothes and books to our students.

Another very successful Highlands initiative this year was providing free eye exams and free glasses to 72 of our highest needs students. Highlands applied for a grant through Vision Service Plan called "Eyes of Hope" for those who are in need but can't afford the services. Certificates for a free eye exam and a pair of eyeglasses at any doctor in the VSP network are issued to students identified by their teachers to be in need or "desperate" need of glasses. The results were immediate, these students are empowered to fully participate in class because they now see the Board and read without squinting in their classes.

In response to high-needs students requests for increased access to computers, Highlands secured funds from our Workforce Investment Opportunity Act (WIOA) grant, supplemental and concentration funds to purchase 250 additional student computers. Bringing a 2 year total purchase of 535 student laptops/desktops. These are all pre-loaded with support software or programs for student use. Including Google Chrome, Microsoft Office Suite, Ethernet capability and WiFi available access. This has increased significantly our drive to become a 1:1 student to computer available school.

Last year, we had an identified need to improve the English Language Learner reclassification rates. This year we planned to invest $1,100,000.00 dollars of supplemental and concentration funds to provide para-educators for our students with highest needs . This is an additional $770,000.00 dollars toward classroom assistance. When our local indicators, CASAS scores, and student feedback demonstrated the effectiveness of this strategy, administration allocated an additional $490,000.00 to para-educator salary and benefits. As a result, our actual expenditures outpaced our budgeted expenditures and moreover, our student gains and reclassification rates surpassed our original growth goals. With a particular emphasis on 'literacy rates' improving we are striving for providing intensive in-class assistance. This has proven to be an effective strategy for increasing student success. Investment in para-educators for of our English Language Learners and Socioeconomically Dis-advantaged students has contributed to significant gains throughout our student population. Next year we will continue to provide para-educators as supplemental support for our un-duplicated students.

Last year, we identified a need to improve our 7% CTE participation rate from the 2016-17 school year. This year,we doubled the rate and achieved a 14% participation rate. In addition, we were able to more than double the CTE completion rate of long term students. For the 2016-17 school year, the completion rate was 31%. In the 2017-18 school year the CTE completion rate was 64%, exceeding our goal of 45% completion rate. In the 2018-19 school year, we continued to improve our CTE program as our un-duplicated students rely on this program to prepare them for living wage jobs. At the completion of the 2018-19 school year we reached 48% of our students taking and completing a CTE Pathway.

With regard to other outcomes that were significant to our school's success, we were approved by the Twin Rivers Unified School District's Board of Trustees for a full 5 year re-authorization to continue our work as a charter school. In addition, we went through a full review for accreditation with the Western Association of Schools and Colleges and have been granted a 6 year accreditation (the highest accreditation possible) with a 2 day mid-cycle visit. Additionally, we are still a grantee for the Work Force Investment and Opportunity Act (WIOA for $350,000 annually).

Finally, we have grown from 22 learning sites from the 2018-19 school year to almost 30 available learning sites or partnership locations, thus expanding the opportunity for additional students to access the school either locally or regionally.

Greatest Need

There are 5 areas Highlands will focus attention next year to improve our overall results:
1. Improving CTE participation rate: As a non-college prep-school, we meet Ed. Code § 52060(d)(4)(C) through the number of students who participate in and complete career technical education sequences or programs of study that align with state board-approved career technical education standards and frameworks".
While our school offers a range of CTE programs, we believe we must continue to increase the participation rate.
2. Improving career attainment: By having more students complete our CTE programs through improved instruction and follow up, our graduates should be more equipped to obtain livable wage lifestyle.
3. Improving curriculum and instructional materials: We will continue the process of rolling out a new and improved comprehensive curriculum to promote student learning as well as support teachers through coaching, modeling and professional development. We will also continue to provide supplementary resources to support instruction in response to student requests; moreover, research demonstrates that the quality and availability of the instructional materials is important to how well students learn.
4. Expansion of remedial instruction and intervention: We will expand the use of intervention specialists to target students who need additional academic support. We will offer remedial classes and open a tutoring center to help close the achievement gap by building up basic skills in reading, writing, and math.
5. Increasing our identified 'Cohort Graduation Rate' while decreasing the number of students that would be designated as 'Chronically Absent'.

Performance Gaps

Given the nature of our school, there are fewer internal performance gaps than there are performance gaps between our students and the general population. Most of our students enter the Highlands high school program with academic skills that are significantly below grade level in reading, writing and math. We continue to make remedial instructional opportunities available and plan to stay the course to monitor outcomes associated to academic and career-technical advancement. We have seen a greater number of our identified English Learning students make advancement in leveled instruction as well as 'bridging' into high school.
We are continuing to improve our services for all student groups that have additional needs. Those needs include English learners, low income students, disabled students, former foster youth, ex-offenders and homeless to promote their general academic skills. These services unequivocally close the income gap which nearly all our students face. However, with regard to the 2018-19 State Accountability Dashboard, we still have identified an 87% chronic absenteeism rate, an overall cohort graduation rate of 19% and 0% of our students being

APPENDIX D

District LCAP TRUSD Review of the LCAP

The charter expressed appreciation to the district for their suggestions and will use the input to improve future LCAPs but did not update the 2019-20 LCAP with the suggested changes below.

Goals, Actions & Services 2019-20

Page 47 - Goal/Action 1.1 has both boxes marked above and below the OR for if the action is Not including or Including to meet increased or improved services for unduplicated students; determine which one it s and eliminate the verbiage in the other section.

Page 50 – is the increased budget from $250,000 to $1,500,000 for 1.3 realistic?

Goal 2 – 2.1, 2.2, 2.3 & 2.4 all say the action is Not including to meet increased or improved services for unduplicated students. If that is the case, then S/C funds should not be used.

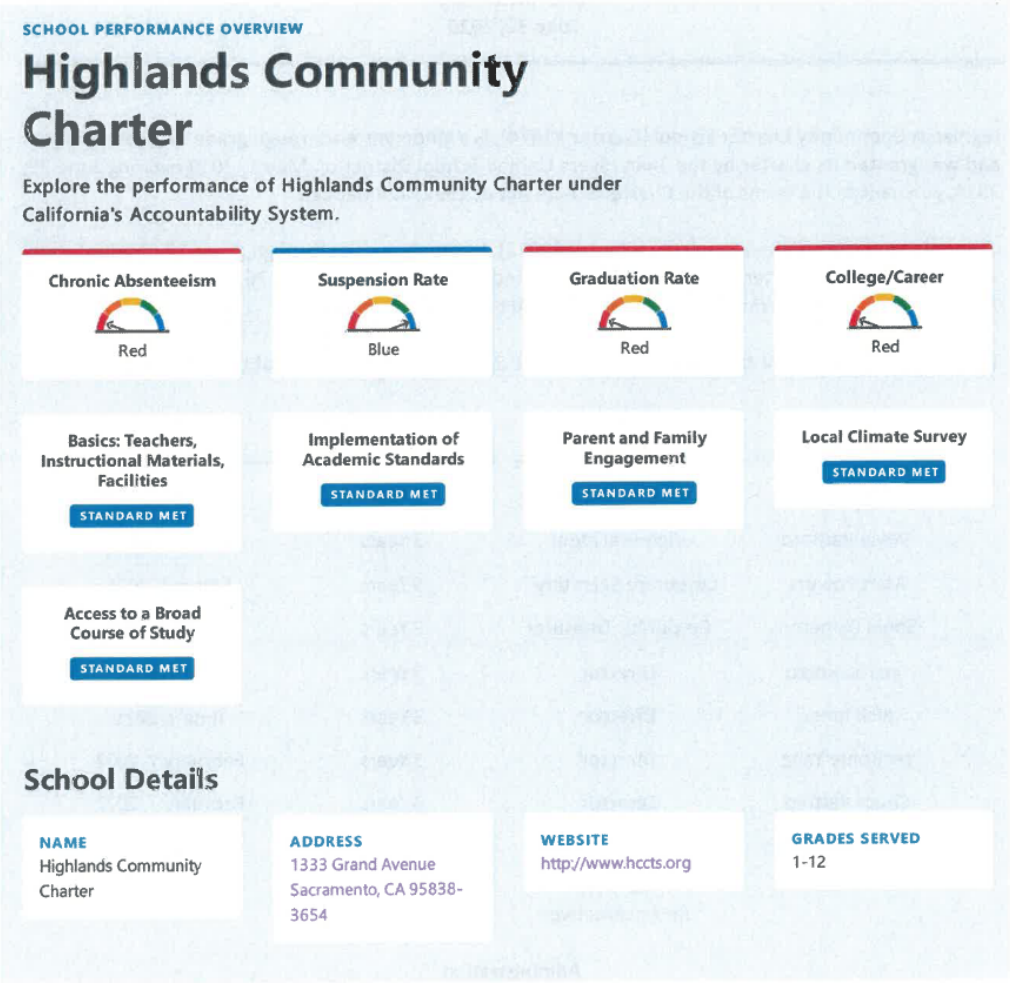
Page 78 - is the increased budget from $60,000 to $600,000 correct? If not then an additional $540,000 needs to be added to the LCAP. If it is, is it realistic? And is it above and beyond the base program since S/C funds are being used?

Demonstration of Increased or Improved Services for Unduplicated Pupils

Page 88 - The S/C Grant funds are about $1 million short from the LCFF calculation and what is in the Adopted Budget. The amount should be $5,570,738 and 35.50%.

APPENDIX E 2018-19 CALIFORNIA DASHBOARD

The complete Dashboard report is included as a component of this report. No dashboards were produced for 2019-20 due to the pandemic.



SCHOOL PERFORMANCE OVERVIEW

Highlands Community Charter

Explore the performance of Highlands Community Charter under California's Accountability System.

Chronic Absenteeism	Suspension Rate	Graduation Rate	College/Career
Red	Blue	Red	Red

Basics: Teachers, Instructional Materials, Facilities	Implementation of Academic Standards	Parent and Family Engagement	Local Climate Survey
STANDARD MET	STANDARD MET	STANDARD MET	STANDARD MET

Access to a Broad Course of Study
STANDARD MET

School Details

NAME	ADDRESS	WEBSITE	GRADES SERVED
Highlands Community Charter	1333 Grand Avenue Sacramento, CA 95838-3654	http://www.hccts.org	1-12

APPENDIX F BOARD OF DIRECTORS
FROM 2019-20 AUDIT REPORT

HIGHLANDS COMMUNITY CHARTER SCHOOL
AND CALIFORNIA INNOVATIVE CAREER ACADEMY
ORGANIZATION
June 30, 2020

Highlands Community Charter School [Charter #1674], is a kindergarten through grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on May 1, 2019 expiring June 30, 2024, pursuant to the terms of the Charter School Act of 1992, as amended.

California Innovative Career Academy [Charter #2072], is a kindergarten through grade 12 Charter School and was granted its charter by the Twin Rivers Unified School District on June 26, 2019 expiring June 30, 2024, pursuant to the terms of the Charter School Act of 1992, as amended.

The Board of Directors for the fiscal year ended June 30, 2020 was comprised of the following members:

Name	Office	Term	Term Expiration
Ernie Daniels	Corporate President	3 Years	August 10, 2020
Doyle Radford	Vice-President	3 Years	March 1, 2021
Matt Powers	Corporate Secretary	3 Years	March 1, 2021
Sonja Cameron	Corporate Treasurer	3 Years	March 7, 2022
Sharon Rocco	Director	3 Years	June 7, 2021
Rick Jones	Director	3 Years	June 7, 2021
Mellonie Yang	Director	3 Years	February 7, 2022
Chuck Pattillo	Director	3 Years	February 7, 2022
Sondra Betancourt	Local Education Agency Representative	N/A	N/A

Administration

Name	Position
Murdock Smith	Executive Director/CEO

APPENDIX G

A list of questions was used with the Charter Leadership teams to guide the Zoom meetings as we discussed 2019-20 and 2020-21 operations.

We last met in January/February 2020, and the world has turned upside down since then. We would appreciate the opportunity to hear from you how this past year has impacted you and your site team.

The following questions will help guide the conversation today and are a suggested guideline for discussion:

Describe how you have delivered services to students this past year?

How have you met other student needs – e.g., breakfast and lunches, social/emotional health, internet resources/support, technology?

Describe how you are returning students to the classroom delivery in the coming months – March through June?

What has been your greatest challenge this past year?

What has been your greatest success?

What has been the greatest challenge for your student population? Teachers' most significant challenge?

How have you measured student success?

What has student "Attendance" looked like this past year?

How have students with special needs (IEP) been addressed?

How do you plan to offer remedial support to students who have not had academic success this past year?

What are you most proud of this past year that you and your team have accomplished?

What are lessons learned? What silver lining has come from the pandemic? Are there learnings from this challenge that will change how you deliver instruction in the future?

APPENDIX G

SUMMARY OF RESOURCES

The following documents were used to compile this report:

2019-20 Audit
2019-20 End of Year Financials
2020-21 Second Interim report
2019-20 LCAP
2018-19 CA School Dashboard for Charter
2018-19 CA School Dashboard for TRUSD
2018-19 CA School Dashboard for State
CBEDS/CALPADS data
Additional data elements from CDE website
LCAP review notes from Kate Ingersoll/TRUSD
Highlands Community Charter School Report May 2020, School Business Consulting Inc.
Charter website
School Accountability Report Card
WASC letter
COVID Safety Plan

TwinRivers
UNIFIED SCHOOL DISTRICT

Board of Trustees

Michelle Rivas
President

Michael Baker
Vice President

Christine Jefferson
Clerk

Stacey E. Bastian
Member

Basim Elkarra
Member

Linda Fowler, J.D.
Member

Rebecca Sandoval
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

June 3, 2024

Via Email
Mayra Valdivia, Acting Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
mayra.valdivia@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

RE: Request for Information - Exclusion of 11th Grade and Credit Distribution

Dear. Ms. Valdivia and Board Members:

The Twin Rivers Unified School District ("District") is the authorizing entity for the Highlands Community Charter School ("HCCS") and California Innovative Career Academy (CICA) operated by Highlands Community Charter and Technical Schools ("HCCTS"). HCCTS' educational programs have two main tracks, consisting of a high school diploma and English learner program. The high school diploma program assigns students to grades 9th, 10th and 12th based on units as outlined below:

- 9th Grade: 0-50 Units
- 10th Grade: 51-149 Units
- 12th Grade: 150-200 Units

The District requests information outlining the justification for the uneven assignment of credits in 10th grade and the lack of 11th grade, as would be typical for a high school educational program.

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

Action Needed:

- Respond to the District's inquiry regarding the aforementioned items. This includes providing an explanation of the uneven credit assignments between grade levels and the exclusion of 11th grade in the high school program.

The District requests that HCCTS respond to this request for information by no later than 5:00 PM on June 28, 2024. Your responses should be directed to the District for my attention. Thank you for your attention to this correspondence and your anticipated cooperation.

Please contact Sharilyn Warta (sharily.warta@trusd.net) if you need any clarification regarding this information request. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreon

Gina Carreon,
Chief Human Resources Official, Twin Rivers Unified School District

EXHIBIT B

2024.06.03 TRUSD RFI Grade Levels

TwinRivers
UNIFIED SCHOOL DISTRICT

Board of Trustees

Michelle Rivas
President

Michael Baker
Vice President

Christine Jefferson
Clerk

Stacey E. Bastian
Member

Basim Elkarra
Member

Linda Fowler, J.D.
Member

Rebecca Sandoval
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

June 3, 2024

Via Email
Mayra Valdivia, Acting Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
mayra.valdivia@hccts.org

Board of Directors, Highlands Community Charter and Technical Schools
Ernie Daniels - erniedaniels7@gmail.com
Sharon Rocco - silvr01@yahoo.com
Matt Powers - powersmatt@comcast.net
Sonja Cameron - scameron1945@gmail.com
Rick Jones - captainrick513@gmail.com
Sondra Betancourt - sondra.betancourt@hccts.org
Mellonie Yang - mellonie.yang@hccts.org
Mary DeChance - mary.dechance@hccts.org
Mike Reid - mike.reid@hccts.org

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Please contact Sharilyn Warta (sharily.warta@trusd.net) if you need any clarification regarding this information request. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreon

Gina Carreon,
Chief Human Resources Official, Twin Rivers Unified School District

EXHIBIT C

2024.08.28 HCCTS Addition of 11th Grade YM&C

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

August 28, 2024

SENT VIA: EMAIL DELIVERY:
gina.carreon@trusd.net

Gina Carron
Chief Human Resources Official
3222 Winona Way
North Highlands, CA 95660

RE: Request for Response Dated August 5, 2024 Relating to 11th Grade

Dear Ms. Carreon:

This is in response to your August 5, 2024 correspondence to Highlands Community Charter and Technical Schools ("HCCTS"). We understand that the Twin Rivers Unified School District ("District"), as the chartering authority for both Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA"), has requested that HCCTS take the following actions:

- The District requests that HCCTS investigate the necessary steps and support needed to add 11th grade to the High School program.

- The District further requests that HCCTS implement the necessary steps to add 11th grade
as soon as practical.

HCCS and CICA have been operated by HCCTS since 2014 and 2019, respectively. Both schools serve adults 22 years of age and older in compliance with the Workforce Innovation and Opportunity Act of 2014 (Pub. L. 113–128, title II, §201.) Both charter documents currently provide for a unique grade level configuration of 1st, 2nd, and 12th grades. Additionally, HCCS and CICA have added grades 9 and 10 to their grade level offerings through a non-material revision to the charter petitions based upon approval of the addition of these grades previously by District staff on October 29, 2020. Upon enrollment, the HCCS charter provides that:

> "Students who are at a high school level (9th through 12th grade) based upon credits and assessment will be assigned to their grade level based upon age. Students who are at a primary school level (8th grade or below) based upon a lack of credits or low assessment

scores, will be assigned to a grade level based primarily upon assessment."

CICA's charter contains identical language pertaining to grade level assignment after enrollment. Neither charter, therefore, currently requires 11th grade. Additionally, the high school curriculum offered by Highlands Community Charter and Technical School and CICA complies with the California Education Code requirements for graduation (Ed. Code §51225.3.)

The educational program of a California public charter school is defined by its charter petition. (Ed. Code §47605.) The educational programs of HCCS and CICA, as defined in the charters, were developed to meet the needs of the unique student population enrolled in both schools. The educational programs, including a grade configuration that does not include 11th grade, was approved by the District and by virtue of this approval found to be a sound educational program. Furthermore, these educational programs comply with the requirements for graduation. (Ed. Code §51225.3.). As such, HCCTS is not legally required to add an 11th grade to the educational programs of either HCCS or CICA.

Although HCCTS does not have a legal obligation so do so, in an ongoing effort to assuage the District's concerns and demonstrate HCCTS' commitment to proper reporting and progress tracking of students and bolstering the educational program of HCCS and CICA to best serve the needs of every student, HCCTS will add an 11th grade as soon as practical to its educational program subject to approval of both the HCCTS Board and the District. In order to plan and implement an 11th grade to the high school program, HCCTS will need to review and analyze both HCCS and CICA's current educational programs, investigate staffing needs and assessment schedules, and train its team on implementation of these changes. As the District is aware, HCCTS is currently responding to a state audit and two separate audits being conducted by representatives of the District, while continuing to operate its two schools and attempting to implement numerous operational changes to satisfy the District and other stakeholders. Therefore, HCCTS does not have the adequate time or staff capacity to plan and implement a new grade within this academic year.

HCCTS takes the advice of the District staff to add an 11th grade seriously and is committed to adding an 11th grade as soon as practical to its educational program. Assuming the District will confirm that the addition of 11th grade is approved as a non-material revision to the charters for both schools with an implementation date of July 1, 2025 or as part of the charter renewal process before our charters expire on June 30, 2027. HCCTS proposes spending the current academic year planning for the 11th grade configuration change and implementing the change to take effect when possible. This would provide HCCTS with adequate time to properly investigate, plan, and implement the addition of the 11th grade to the high school program. Furthermore, this would ensure that there is not a chaotic disruption to the educational program for students in the middle of an academic year and ensure a successful implementation of a new change. HCCTS appreciates the District's willingness to work with us on DASS metrics that will better capture the progress of students enrolling at Highlands given its high levels of immigrant students who often know little English even though they are classified as high school students. Having these metrics in place before adding the 11th grade will also assist stakeholders by ensuring there is reliable data upon which to evaluate student progress.

We hope that this letter fully addresses the District's requests on this matter and we look forward to hearing from you about our proposed implementation timeline and whether the non-material revision is approved by the District. Should you have any further questions in the meantime, please do not hesitate to contact me.

Sincerely,



Bill McGuire
Executive Director

4894-6322-4286, v. 1

EXHIBIT D

Regular Board Meeting - Sep 18 2025 - Agenda

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Board Members
Mike Reid, Chair of the Board;
Sharon Rocco, Vice-Chair; Mary DeChance, Secretary
Executive Director
Jonathan Raymond

Board Meeting Agenda

Call-in Number: 669 900 6833
Meeting ID: 875 0727 9858

DATE & TIME: **Thursday, September 18, 2025, at 4:00 PM**
LOCATION: 5112 Arnold Ave A, McClellan Park, CA 95652

A. CALL TO ORDER AND ROLL CALL

B. ADOPTION OF THE AGENDA

C. FLAG SALUTE

D. HEARING OF PARTIES DESIRING TO ADDRESS THE BOARD

Anyone may address the Board regarding any item within the Board's subject matter jurisdiction. At this point on the agenda, an opportunity is provided for any individual or representative of a group to make statements to the Board regarding any item not listed on the agenda. These presentations are limited to 3 minutes, and the allotted time will not exceed (30) thirty minutes.

E. ACTION ITEMS

1. Contract Approval
   Request the Board to approve contracts over $100,000. The Executive Director recommends approval.

2. 2025-2026 HCCTS Material Revision Budget
Request the Board to approve the 2025-2026 HCCTS Material Revision Budget. The Executive Director recommends approval.

3. HCCS Material Revision to the Charter
Request the Board to approve the HCCS Material Revision to the Charter. The Executive Director recommends approval.

4. CICA Material Revision to the Charter
Request the Board to approve the CICA Material Revision to the Charter. The Executive Director recommends approval.

5. Teacher/Counselor Salary Schedule
Request the Board to approve the Teacher/Counselor Salary Schedule. The Executive Director recommends approval.

6. Proposition 28 Arts and Music in Schools Funding Plan
Request the Board to approve the Proposition 28-Funded Arts and Music Education Program at HCCTS for the 2024–2025 School Year. The Executive Director recommends approval.

F. CONSENT AGENDA ITEMS

All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or to be removed from the agenda, there will be no discussion of these items prior to the Board voting on them. The Executive Director recommends approval of all consent agenda items.

1. Adoption of Minutes
Copies of the minutes of each regular or special meeting of the Board of Directors shall be distributed to Board members with the agenda for the next regular meeting, or as soon as reasonably possible.

Regular Board Meeting - Sep 04 2025 - Minutes - Html

2. Adoption of Job Descriptions
The Executive Director has reviewed and recommended the following job descriptions for approval.

- High School Counselor (revised)
- Counseling Coordinator (revised)
- Safety & Security Director

- Human Resources Analyst (revised)
- Recruitment and Talent Management Coordinator (new)
- Performance Management and Continuous Improvement Director (new)
- Director of Communications (new)

3. Adoption of Board Policies
   The first reading of these policies was presented to the Board at the previous board meeting.
   - 4111 BP Hiring Practices

G. FIRST READING OF NEW AND REVISED BOARD POLICIES

The first reading of new and revised board policies is a discussion item only. These policies will be brought back at a later meeting for Board action.

- BP 4111.1 Staffing Requests and Position Control
- BP 4111.2 Employee Promotion and Placement

H. INFORMATION FOR DISCUSSION

1. Board Member Application, Vetting, and Onboarding
   Executive Director Jonathan Raymond will provide the Board with an update on the application, vetting, and onboarding process for new Board members.

I. BOARD COMMENTS

J. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD ON CLOSED SESSION ITEMS

Anyone may address the Board regarding any item on the agenda prior to the Closed Session. Interested persons must submit a request, which is available in card form, before the commencement of the Board Meeting. These presentations are limited to 3 minutes.

K. CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation
   (Government Code § 54956.9(d)(2)) [One matter]
2. Public Employee Performance Evaluation
   Title: Executive Director (Government Code § 54957)

L. ANNOUNCEMENT OF ACTION(S) TAKEN DURING CLOSED SESSION

M. NEXT MEETING: October 9, 2025, at 4:00 pm

N. ADJOURNMENT

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Executive Director at least 24 hours before the scheduled board meeting, [Govt. Code §54954.2] [Americans with Disabilities Act of 1990, §202.] The Executive Director can be reached at (916) 844-2283. If you need a copy of the agenda or any attachments, please contact Shaina Miranda at (916) 844-2283 or via email at shaina.miranda@hccts.org.

EXHIBIT E

CICA Material Revision 2025

California Innovative Career Academy

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

For the Charter term of July 1st, 2019–June 30th, 2027

Material revision submitted September 26, 2025

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GLOSSARY

Term	Definition
CICA	California Innovative Career Academy; an adult-serving independent study charter high school.
HCCTS	Highlands Community Charter and Technical Schools; the charter management organization that operates CICA.
TRUSD	Twin Rivers Unified School District; the charter authorizer for CICA.
WIOA	Workforce Innovation and Opportunity Act; federal legislation supporting workforce development programs, which CICA partners with.
SETA	Sacramento Employment and Training Agency; a WIOA-funded partner organization.
CAASPP	California Assessment of Student Performance and Progress; a statewide academic assessment system.
CAST	California Science Test; a science component of the CAASPP suite.
CASAS	Comprehensive Adult Student Assessment Systems; a nationally validated testing system for adult basic education.
COAAP	Civic Objective and Additional Assessment Plan; assessment modules for EL Civics programs, aligned to CASAS.
EL Civics	English Literacy and Civics Education; curriculum combining English acquisition with civic participation.
SBAC	Smarter Balanced Assessment Consortium; standardized tests in ELA and Math included in CAASPP.
Edcite	A digital assessment platform used by CICA for EL Civics, End of Level tests and state testing practice.
Newsela	An online platform providing leveled articles for reading comprehension and critical thinking.
Burlington English	An English language learning platform offering digital and printable content for all levels.
Reading with Relevance	A literacy program using novels to develop reading and social-emotional skills.

ABC English	A foundational English curriculum for beginning learners.
Theme Packets	In-house, theme-based curriculum aligned to CASAS standards for various proficiency levels.
CTE	Career Technical Education; hands-on training in specific career pathways.
DASS	Dashboard Alternative School Status; a CDE accountability model for alternative schools like CICA.
SOP	Standard Operating Procedure; internal guidelines, such as those for attendance.
LCAP	Local Control and Accountability Plan; a planning and accountability tool required by the state.
CALPADS	California Longitudinal Pupil Achievement Data System; state reporting system for student-level data.
Great Hall	A collaborative platform at CICA where educators share curriculum resources.
ELPAC	English Language Proficiency Assessments for California; not used at CICA because it serves only adult learners.
ADEL	Adult English Language Learner; CICA's designation for adult English learners, not assessed by ELPAC.
SELPA	Special Education Local Plan Area; CICA remains a "school of the district" for special education purposes rather than joining a SELPA.
SDAIE	Specially Designed Academic Instruction in English; strategies for teaching academic content to English learners.
CCSS	Common Core State Standards; academic content standards adopted by California.
ESSA	Every Student Succeeds Act; federal law governing K-12 public education.
ESEA	Elementary and Secondary Education Act; federal legislation reauthorized by ESSA.
FERPA	Family Educational Rights and Privacy Act; federal law protecting student education records.

Ralph M. Brown Act	California law ensuring public access to meetings of local government bodies.
CAEP	California Adult Education Program; not the model used at CICA, which provides more extensive support.
NRS	National Reporting System; the federal accountability system for adult education programs.
GOALS 2	CASAS Math and Reading assessments for higher-level learners in the HS program.
ABC (College)	Advanced Beauty College; a discontinued external CTE partner.
Unitek College	A former CTE partner offering medical assistant training (now discontinued).
Federico	A discontinued CTE partner offering cosmetology and barbering training.
MIXED Institute	An external CTE partner offering cosmetology-related training.

Assurances, Affirmations, and Declarations

As the authorized lead petitioner, I, hereby certify that the information submitted in this application for California Innovative Career Academy, located within the boundaries and authority limits of the Twin Rivers Unified School District, is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school. California Innovative Career Academy (also referred to herein as "CICA" and "Charter School") shall:

- California Innovative Career Academy will commence services prior to September 30, 2019. The target date for the beginning of instruction is July 8, 2019: which will ensure compliance with Education Code § 47652(c).
- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter "Ed. Code") § 47605 (e)(1).)
- Not charge tuition. (Ed. Code § 47605 (e)(1).)
- Not discriminate against any pupil on the basis of the characteristics listed in Ed. Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). (Ed. Code § 47605(e)(1); Ed. Code § 220.)]
- Admit all pupils who wish to attend Charter School (Ed. Code § 47605(e)(2)(A).) unless CICA receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to CICA shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of CICA in accordance with Education Code Section 47605(e)(2)(C). (Ed. Code § 47605(e)(2)(A)-(C).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School's capacity. Preference shall be extended to pupils currently attending Charter School. (Ed. Code § 47605 (d) (2) (B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. (Ed.

Code § 47605(e)(3).)

- Encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. (Ed. Code §47605(n).)

- The Charter School shall adhere to each of the conditions in Education Code § 47605(e)(4)(A)-(D), including: (A) not discouraging any student from enrolling, or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code § 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. (Ed. Code § 47605(e)(4)(A)-(D)]

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

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

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

- Meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary.

- Ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. (Ed Code § 47605(l)(1).)

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

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

- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.

- On a regular basis, consult with Charter Schools students, parents and teachers regarding the school's education programs. (Ed. Code § 47605(d)(2).)
- Comply with any applicable jurisdictional limitations to locations of its facilities.
- Comply with all laws establishing the minimum and maximum age for public school enrollment.
- Comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- Comply with the Brown Act and the Public Records Act.
- Comply with the Family Educational Rights and Privacy Act.
- Comply with Government Code Section 1090, et seq., as set forth in Ed. Code §47604.1.
- Comply with the Political Reform Act, Government Code Section 81000, et seq.
- Meet or exceed the legally required minimum of school days. (Title 5 California Code of Regulations § 11960.)



9/26/2025

Jonathan Raymond for CICA
1111 Howe Ave., Suite 540
Sacramento, CA 95838
(916) 844-2283

Date

Element A: The Educational Program

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

In accordance with California Education Code § 47605.1(f) and 47612.1, all instruction with CICA will be provided exclusively in partnership with a WIOA-funded organization, or other legally allowed exclusive partnership. CICA currently has a Memorandum of Understanding with the Sacramento Employment and Training Agency (SETA), the workforce development board for Sacramento County. Adult students who meet the terms of the partnership agreement and statutory requirements may be served by CICA.

Education Program Overview

Highlands Community Charter and Technical Schools (Highlands) is one of California's largest public charter organizations dedicated to second-chance learners. Highlands operates two public charter high schools for second-chance learners: Highlands Community Charter School (HCCS), a classroom-based program established in 2014, and California Innovative Career Academy (CICA), an independent study school founded in 2019. Both schools provide adults with the opportunity to earn a high school diploma while building workforce skills and career pathways.

The need for this type of charter school is immense. More than four million adults in California have not completed high school, yet tuition-free options for returning learners remain scarce. Highlands fills this critical gap with a model that not only transforms individual students, but also strengthens families and uplifts entire communities. California cannot afford to leave millions of adults without a diploma and a workforce pathway—and Highlands exists to ensure that doesn't happen. Our model is creating generational change while directly fueling the state's workforce pipeline.

California Innovative Career Academy

California Innovative Career Academy (CICA) is one of Highland's two charter school programs. CICA provides a flexible independent study model designed for adults.

CICA serves:

- Adults aged 22 years old and older without a US high school diploma
- Parents who left school early to raise children
- Adults rebuilding after involvement with the justice system
- Immigrants and refugees seeking to learn English
- Working adults who left school for economic reasons

Reflecting Sacramento's international diversity, CICA enrolls students from dozens of countries

and language groups, including large communities from Afghanistan, Ukraine, Russia, Mexico, and Vietnam. Students engage in individualized learning plans, meet regularly with teachers, and access in-person and online support designed around their schedules, languages, and goals. Instruction integrates English language development, diploma completion, and career training so that multilingual learners can strengthen academic and workforce skills simultaneously.

Mission and Vision Statement

CICA is a diverse community for social justice, serving the underserved, providing access to education, technology, communication, and employment for 21st-century achievers. Through community partnerships, CICA builds new legacies leading to self-sufficiency and generational change.

Vision

The vision of CICA is to eradicate educational inequality and promote workforce success.

Educational Philosophy

CICA believes the biggest challenge of the 21st century has been, and will continue to be, ensuring that all people have the opportunity to obtain the skills and knowledge necessary for sustainable living wage jobs. To meet this challenge in a constantly changing technological, academic, and professional environment, students must:

- Become self-motivated, competent, and lifelong learners.
- Build academic, workforce, and social-emotional skills.
- Engage in flexible, student-centered instruction tailored to individual needs.

CICA affirms that a well-educated person must not only demonstrate strong academic proficiency but also be equipped with the habits of mind and adaptability required to navigate an evolving global economy. Lifelong learning, problem-solving, and creative thinking are essential for building opportunity and transforming talent into true skill. These qualities enable students to contribute meaningfully to their communities and pursue personal and professional success. While CICA is committed to offering the same broad course of study to all students, it is grounded in the knowledge that flexible instruction tailored to meet the needs of individuals is essential to achieving positive outcomes for the diverse population it serves.

Impact

CICA is demonstrating measurable impact:

- **Graduation:** Nearly 580students graduated from CICA in 2024–25 alone.
- **Employment:** More than half (53%) of HCCTS graduates reported jobs averaging above $20/hour, and 40% pursued college.
- **Career pipeline:** One in four graduates at HCCTS completed a CTE program in fields like health care, transportation, IT, and skilled trades. In the 2024-2025 school year 370 students visited the Center for Workforce Solutions a total of 622 times.
- **Family transformation:** Parents returning to school model persistence and achievement for their children, breaking intergenerational cycles of poverty.

- **Justice and opportunity:** To date, Highlands has facilitated 24 expungements, helping returning citizens reenter the workforce with stability and dignity.

Student Population

CICA serves a uniquely diverse student population, with the majority being immigrants and Below you will find a table that shows all the locations where CICA teachers and staff are refugees. Some students arrive with advanced degrees from their home countries, having worked as engineers, teachers, or medical professionals. Others come with little or no formal education and are just beginning to learn to read, write, or speak English. Our model is designed to honor this full spectrum of lived experience—meeting students where they are and supporting them in reaching their goals.

CICA welcomes all adult learners over the age of 22, admitting students based on available capacity and through lottery procedures. At its core, the school is guided by the belief that every student—regardless of their starting point—deserves access to a high-quality education, a pathway to a brighter future, and the unwavering support of a community that sees and nurtures their potential.

CICA Locations where instructors meet for in-person engagement with students:

CICA Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821
Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

Leadership

In July 2025, CICA entered a new era of reform and renewal under the leadership of Executive Director Jonathan Raymond, a former superintendent of Sacramento City Unified School District. With a sharpened focus on transparency, equity, and academic rigor, we are reimagining what second-chance education can be in California.

Our goal is to build back better with integrity, urgency, and a deep commitment to putting students first in every decision. We are raising standards across the board: ensuring every classroom has a credentialed teacher, implementing clear policies for fiscal responsibility, lowering class sizes, implementing a rigorous and standards-aligned curriculum, adjusting the bell schedules to expand professional learning for teachers, and broadening access to career training aligned with California's and Sacramento's workforce needs.

While the school is currently operating with fewer staff and reduced enrollment due to recent layoffs, the reforms now underway are deep and structural. Each initiative reflects our commitment to rebuilding a school system that delivers on its promise to students, families, and the public.

Executive Leadership

The Executive Leadership at CICA provides high-quality leadership to create and sustain a meaningful learning environment that supports student academic progress. Under the direction of the Board, the Cabinet—comprising the Executive Director, Chief Academic Officer, Chief Operating Officer and Chief Business Officer—develops, implements, and evaluates key school systems and processes, including academic, human resources, finances, assessment, facilities, and accountability. Job descriptions and qualifications for each role are outlined below.

Leadership Team

Jonathan Raymond, Executive Director

Jonathan Raymond is a nationally respected education leader known for helping institutions navigate moments of deep crisis and emerge stronger, more accountable, and more student-centered. He most recently served as Senior Vice President and Superintendent in Residence at City Year, a national youth development and education nonprofit, where he oversaw education policy and provided strategic guidance to local and national systems working at the intersection of education, equity, and workforce development. As the Superintendent of the City School District of New Rochelle, he led the district through the final stages of the COVID-19 pandemic,

investing in whole-child supports, accelerating learning recovery, and strengthening school-community partnerships. His leadership prioritized mental health, expanded after-school and summer enrichment, and delivered resources to students most impacted by the Pandemic.

Prior to that, Raymond served as Superintendent of Sacramento City Unified School District, where he guided one of California's largest urban districts through historic budget deficits, deep structural reform, and the early stages of a statewide shift toward equity-driven education. Under his leadership, the district raised graduation rates, introduced whole-child support, launched early learning and summer programs, and transformed some of its most underserved schools into high-performing campuses — all while navigating one of the toughest fiscal climates in California history.

Raymond's crisis-tested leadership is grounded in a lifelong commitment to public service. He previously served as Executive Director of the Massachusetts COVID-19 Relief Fund, Chief Accountability Officer of the Charlotte-Mecklenburg Schools in North Carolina, and President of the Stuart Foundation, California's largest K-12 education philanthropy. He began his career as a labor law attorney and brings legal, nonprofit, and philanthropic expertise to every challenge. He is a graduate of the Broad Superintendents Academy, and holds a JD from George Mason University School of Law, an MA from The Fletcher School of Law and Diplomacy at Tufts University, and a BA from Tufts University. He also completed the Executive Management Program at Harvard Business School.

Throughout his work, Raymond has earned a reputation for putting students first, building trust in fractured environments and helping systems rise from instability to renewal. As the newly appointed Executive Director of Highlands Community Charter, he brings that same steady hand to a school community that is ready to rebuild and thrive.

Teresa Cummings, Chief Operations Officer

Teresa is a seasoned systems-level leader with nearly three decades of experience transforming education through strategy, accountability, and innovation. She has served as Chief of Staff and Chief Accountability Officer, bringing clarity, alignment, and execution to large-scale organizational priorities. Holding a Ph.D. from the University of Illinois, Chicago, Teresa's career spans the full spectrum of education—from PreK–12 classrooms to community colleges and universities—where she has excelled as a teacher, administrator, and author of mathematics curricula.

Her leadership portfolio includes extensive executive-level district administration, where she has shaped policy, accountability systems, and instructional improvement at scale. Beyond the district level, Teresa has advanced research and development efforts for non-profits, the Riverside County Office of Education, and the Stuart Foundation, where she co-developed an organizational health review now used to strengthen institutional performance.

Across every role, Teresa has been recognized for her ability to integrate research, practice, and policy into sustainable systems that drive student achievement and organizational excellence.

Eric Chapman, Chief Academic Officer

Eric Chapman holds a Master of Education from California State University, Sacramento, and has dedicated more than 25 years to the field of education. He began his career as a classroom teacher and instructional coach in the Del Paso Heights School District before moving into school leadership, serving as principal at four sites within the Sacramento City Unified School District. In these roles, he led transformative turnaround efforts in literacy, family engagement, and community school models, while guiding schools through continuous improvement cycles, professional learning, and student-centered restructuring initiatives. Since 2008, his leadership has focused on building systems that foster equity, innovation, and academic achievement. Eric now serves as Chief Academic Officer for Highlands Community Charter and Technical Schools, where he directs efforts in career technical education, workforce alignment, and equity-driven systems that expand opportunities for adult learners. Recognized as a mentor and collaborator, he is deeply committed to advancing student success and harnessing the power of schools to strengthen communities.

Matthew Lemos, Chief Business Officer

Matthew Lemos brings more than two decades of leadership experience in finance, operations, and team management across both the education and hospitality sectors. He began his career in the gaming industry, serving as a floor supervisor, pit manager, and head trainer, where he developed expertise in staff development, customer service, and process improvement. Transitioning to the nonprofit and education fields, Matthew has spent the past six years directing financial services for charter schools in California and Nevada. He has overseen multimillion-dollar budgets, compliance with state and federal regulations, and the development of policies and systems that ensure fiscal stability and operational excellence.

Matthew currently serves as Chief Business Official for Highlands Community Charter and Technical Schools, where he provides strategic leadership in finance, operations, and risk management to support the school's mission of preparing career-ready graduates. Known for his strong communication skills, ethical leadership, and collaborative approach, he is dedicated to building sustainable systems that strengthen schools and expand opportunities for students and staff alike.

Melissa Roberson, Director of Accountability and Assessment

Melissa Roberson is the Director of Accountability and Assessment, bringing over a decade of experience in education with a strong foundation in teaching, leadership, and data-driven decision-making. She earned her Master's degree from the University of Southern California in 2016 and went on to serve as a principal for five years, where she championed student outcomes and teacher growth. With a background as an experienced ELD and ESL teacher, Melissa has deep expertise in instructional strategies and supporting English learners. In her current role, she oversees WASC accreditation, state reporting, and manages the relationship with the Twin Rivers Unified School District, ensuring compliance and alignment with school goals. Known for her integrity, student-centered approach, and sharp focus on data, Melissa is dedicated to building systems that elevate teaching and learning for all students.

Mayra Valdivia, Director of School Services

Mayra Valdivia is an educator and administrator dedicated to advancing student success through strategic leadership, community partnership, and program development. She began her career as

a high school counselor, supporting students' academic, social-emotional, and career growth, and later served as Lead ELD Counselor, directing programs that expanded services for English learners. She went on to serve as Director of Student Services and Assistant Deputy Director at Highlands Community Charter and Technical Schools, overseeing counseling, student support, and departmental operations while strengthening community partnerships. In 2024, she was appointed Deputy Director of School Services, where she supervises directors, guides program implementation, and represents the organization in legislative and community settings to advocate for policies benefiting students and families. Mayra holds a Master of Science in School Counseling from California State University, Sacramento, and earned her Preliminary Administrative Services Credential in 2024. She has also completed leadership and charter school business officer training through the Charter Schools Development Center. Fluent in English and Spanish, she is a strong advocate for equity and access, committed to expanding opportunities for diverse student populations.

Student Challenges and Needs

CICA incorporates several innovative features throughout its programming, anchored by a few distinct approaches that set it apart from other local schools and allow it to serve the whole student. CICA serves adult learners balancing complex lives. Many students juggle employment, family care, and basic needs, often without reliable transportation, devices, internet, or childcare – limiting the time they can devote to school.

Trauma and Life Experiences

A significant number of students have experienced displacement, poverty, homelessness, addiction, or justice-system involvement. Students who have experienced incarceration face additional barriers to re-entry and benefit from CICA's targeted academic and social-emotional supports.

Basic Needs

Many students lack access to fundamental necessities, including food, appropriate clothing, school supplies, and stable housing. Refugee and immigrant students also navigate new cultural norms and technology while building English proficiency and seeking employment.

Student Goals and Motivations

Students enroll with interconnected goals: improving English proficiency, earning a long deferred high school diploma, developing career skills, supporting their families, and engaging more fully in their communities. For many, the diploma is both a dream realized and a gateway to economic stability and higher education. CICA recognizes that academic achievement must be pursued alongside students' broader life goals, creating pathways that honor both educational attainment and personal aspirations.

Characteristics of an Educated Person in the 21st Century

CICA defines an educated person in the 21st century as someone who:

- Masters core academics (English, mathematics, science, history/social science) and communicates effectively in English in college and workplace settings.
- Thinks critically and acts independently, applying problem-solving in academic and professional contexts.
- Collaborates and contributes, practicing empathy, constructive communication, and conflict resolution in diverse, multi-age, multicultural classrooms.
- Engages as a global citizen, understanding democratic principles and social, political, and environmental issues, and participating respectfully across cultures.
- Is digitally fluent, using technology confidently for learning, work, and civic life.
- Balances well-being, developing habits that sustain healthy, productive lives across family, work, and community.

Our students seek understanding and peace within multi-age, multicultural classrooms and respect the rights of others to do the same. We support students in developing personal habits for a healthy lifestyle—balancing academics, leisure, work, family, and community. Students who have limited access to technology learn to use digital tools for increased success in school, work, and civic life.

Our students are scholars who build proficiency in English, Mathematics, Science, and Social Studies/History. As members of the California community, they communicate effectively and contribute to the world around them. They are prepared to meet the expectations of college classrooms and to engage thoughtfully with new ideas.

Our students are community members who collaborate with others, contribute to projects, and manage and resolve conflicts using the communication tools learned in our classrooms. They are motivated to provide meaningful service and to apply their developing talents in real settings. We send our students into the workforce confident in the communication, collaboration, and competency they have developed.

Our students are citizens of the world who understand the foundations of constitutional democracy, the rights and responsibilities of all, and the importance of staying informed about political, social, and environmental issues. By learning together in diverse classrooms and on our campuses, students deepen their understanding of other political, social, and cultural systems and practice peaceful coexistence.

Our students are members of an increasingly technical and information-based world and are competent, comfortable users of a wide range of technologies. They view technology as an integral part of learning and life and remain open to new tools and approaches as they emerge.

Core Beliefs

CICA supports all adult learners 22 and older to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every

aspect of our instructional design, student support systems, and organizational culture.

CICA's instructional model is grounded in three beliefs that reflect the complexity and humanity of adult learning:

Learning Happens Within the Contexts of Safe and Trusting Relationships
Adult learners, particularly those who have experienced educational trauma or systemic barriers, require learning environments that prioritize psychological safety alongside academic rigor. Trust is not a luxury in adult education—it is a prerequisite for the kind of vulnerable, transformative learning that leads to lasting change.

- **Trauma-Informed Educational Practices.** Many of our students carry the impacts of various forms of trauma, including displacement or systemic oppression. Our approach recognizes that trauma affects learning by impacting memory, concentration, and the ability to take academic risks. We create predictable, supportive environments where students can rebuild their relationship with learning in contexts that feel safe and affirming.
- **Relational Pedagogy.** We understand that learning is fundamentally relational. Students are more likely to engage in challenging academic work when they feel seen, known, and valued by their instructors and peers. Our educators invest time in building authentic relationships with students, learning about their goals, interests, and concerns. This relational foundation allows for the kind of honest feedback and academic push that leads to growth.
- **Community Building and Peer Support.** We intentionally cultivate learning communities where students support each other's growth and success. This includes structured opportunities for peer collaboration, study groups, and mentoring relationships.

Instruction Meets Students Where They Are
Meeting students where they are is more than an instructional strategy—it is a fundamental stance that honors the diverse pathways that bring adult learners to our doors. Our students arrive with varying levels of formal education, different cultural approaches to learning, and unique combinations of strengths and areas for growth. This reality requires us to move beyond one-size-fits-all approaches toward responsive teaching that builds on what students already know and can do.

- **Support for students with interrupted or inconsistent formal education (SIFE).** We pair intensive foundational skill-building with access to grade-level content, explicitly teaching academic literacy (how to use texts, take notes, discuss, and present) while maintaining high expectations.
- **Asset-based assessment and design.** We start from each learner's full profile—schooling, work, community, and self-directed learning—to connect new knowledge to existing strengths.
- **Flexible pathways**. Multiple routes, paces, and modalities; choice in demonstrating learning; supports that fit adult schedules.
- **Responsive teaching.** Ongoing formative assessment drives just-in-time re-teaching or acceleration (see Professional Development for PD structures).
- **Cultural and linguistic responsiveness.** We leverage what students know—and

how they know it—to make rigorous content accessible.

Adults Learn Best With Agency and Relevance.
Every student develops an Individual Learning Plan (ILP) that names short- and long-term goals (education, work, family). During orientation, students learn pathways and requirements so they can make informed choices. Teachers and counselors help students write SMART goals, map required credits/certifications, and identify supports. Progress is revisited in regular check-ins using simple dashboards/trackers, and students complete brief reflections to build the metacognitive habits that sustain lifelong learning.

- **Choice and Flexibility in Learning.** Adult learners thrive when they have options in how they engage with content and demonstrate their learning. We provide multiple ways for students to explore topics of interest, pursue individual research projects, and showcase their growing knowledge and skills.
- **Real-World Connections and Application.** Learning feels most relevant when students can see immediate applications to their lives and goals. The curriculum we use has many opportunities to connect academic content to contemporary issues, workplace skills, and community engagement opportunities. Students might analyze historical patterns to understand current social issues or conduct scientific investigations related to health or environmental concerns in their communities.
- **Career and College Integration.** We explicitly connect academic learning to students' career and college goals, helping them understand how the skills they're developing will serve them in future educational and professional contexts. This includes developing academic habits of mind, communication skills, and critical thinking abilities that transfer across contexts.
- **Student Voice and Feedback.** Students have regular opportunities to provide feedback about their learning experiences and suggest improvements to courses and programs. Please see the student survey section below for more detailed information. We view students as partners in the educational process, recognizing that their insights about what supports their learning are essential for continuous improvement. This feedback loop helps students develop advocacy skills while ensuring our programs remain responsive to their needs.
- **Ownership of Learning Outcomes.** We support students in developing the ability to assess their own learning and set goals for improvement. This includes teaching students to use rubrics, reflect on their growth over time, and identify specific strategies that support their success.

These three foundational beliefs work together to create learning environments where adult students can achieve their educational goals while developing the skills, knowledge, and confidence they need for continued success in their academic, professional, and civic lives.

CICA supports all adult learners to have agency and to chart the path that will help them achieve their academic vision. We have research-based beliefs about learning in general, learning for adults, and learning for English Language Learners that inform our approach to teaching and learning. Our educational philosophy is grounded in three interconnected beliefs that recognize the complexity and humanity of adult learning. These principles guide every aspect of our

instructional design, student support systems, and organizational culture.

Mental Health and Wraparound Services
We recognize that academic success is interconnected with students' overall well-being. Our support systems include connections to mental health resources, basic needs support, and advocacy services that address the systemic barriers our students face. We work in partnership with community organizations to provide comprehensive support that allows students to focus on their learning.

Addressing the Social-Emotional Impacts of Educational Interruption

Students with interrupted formal education often experience complex emotions related to their academic journey, including shame about gaps in their knowledge, anxiety about academic performance, or frustration with the pace of progress. We create learning environments that normalize diverse educational pathways and celebrate the varied forms of knowledge students bring.

Supporting Students with Interrupted or Inconsistent Formal Education (SIFE)

A significant portion of our student population has experienced interruptions in their formal schooling due to migration, economic necessity, political instability, or family circumstances. These students bring rich life experiences and often sophisticated problem-solving skills, yet they may have gaps in traditional academic content or unfamiliarity with formal educational expectations. We reject deficit-based approaches that focus on what these students lack, instead building comprehensive support systems that honor their strengths while addressing their specific learning needs.

Our approach to supporting SIFE students includes intensive foundational skill development alongside grade-level content engagement, recognizing that these students need both remediation and acceleration. We provide explicit instruction in academic literacy skills—including how to navigate textbooks, online curricula resources, take notes, and engage in classroom discussions—while maintaining high expectations for critical thinking and complex problem-solving.

Asset-Based Assessment and Instructional Design

We begin by understanding each student's full educational profile, including formal schooling, work experience, community involvement, and self-directed learning. This comprehensive view allows us to design learning experiences that connect new knowledge to existing understanding while addressing genuine learning needs. Rather than focusing on deficits, we identify the multiple entry points through which students can engage with rigorous academic content.

Flexible Pathways and Differentiated Support

Meeting students where they are means creating multiple pathways through our curriculum that allow for different paces, learning styles, and life circumstances. Our new curriculum, which covers all disciplines, allows teachers to alter the reading level of the text to meet the student at their level and provide translated background text and videos that build background knowledge

to enhance ELLs' access to the core grade-level curriculum and the grade 9-12 California State Standards. This includes offering content in various modalities, providing choice in how students demonstrate their learning, and designing support systems that accommodate working adults with family responsibilities and other commitments.

Diagnostic and Responsive Teaching

Our teachers continuously gather information about student understanding and adjust instruction accordingly. This goes beyond initial placement to include ongoing formative assessment that reveals how students are making sense of new concepts and where additional support or challenge is needed. We create learning environments where struggle is normalized as part of the learning process, and where students receive the specific feedback they need to move forward. See more about this in the professional development section.

Cultural and Linguistic Responsiveness

Meeting students where they are requires a deep understanding of the cultural frameworks and prior educational experiences that shape how students approach learning. We work to understand not just what students know, but how they know it—the cultural tools and ways of thinking they bring that can be leveraged for new learning.

Self-Directed Learning and Goal Setting

We work with students to identify their short-term and long-term goals and help them understand how their coursework connects to these aspirations. This begins in orientation, where they learn the pathways and requirements so that students can make informed decisions about their academic path. Students participate in setting their own learning objectives within the framework of academic standards, and they regularly reflect on their progress toward these goals. This self-direction increases engagement and helps students develop the metacognitive skills essential for lifelong learning.

Foundational Research and Theories Supporting Our Approach

Adult Education Learning Theories
CICA applies research-based adult learning theories to design educational programs that recognize adult students have different needs than traditional K-12 students. The school incorporates adult learning theories, differentiated instruction, and student-centered approaches to meet diverse learner needs. Malcolm Knowles' foundational research (1980) identifies key differences between adult and child learners: adults are self-directed, bring rich life experiences, are problem-oriented, and are motivated by internal factors. Patricia Cross (1981) emphasizes that adult learners are typically voluntary participants who may feel insecure about learning but are motivated to solve real-world problems. Cross identifies multiple motivation sources including personal achievement, social factors, and career advancement.

Sociocultural Theories
According to Sociocultural Theory (SCT), social interaction is the foundation of all learning

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

Differentiated Instruction

Each student arrives at a different level, with unique learning styles, interests, and abilities. Recognizing this diversity, differentiated instruction is utilized to ensure the needs of all students are met. Differentiated instruction (also known as differentiated learning) is a teaching framework in which the teacher works to simultaneously address the diverse learning needs of all students in one class (Maloy, Verock-O'Loughlin, Edwards, & Woolf, 2013). It is commonly used in multi-level classrooms to meet the needs of students with special educational needs, English language learners, and students who are advanced or in talented and gifted programs. It allows students the opportunity to learn through various avenues, and each student has different expectations based on learning styles and abilities. According to the U.S. Department of Education's Literacy Information and Communication System (2012), the design is intended to engage students at a range of different levels with various learning styles and to make learning meaningful for students at every level. According to Carol Ann Tomlinson (2003), differences in student learning exist in four categories: readiness (prior knowledge), interest (curiosity), learning profile (formal or informal), and affect (self-regard). Before teachers can differentiate their lessons, teachers must understand their students' levels, abilities, learning styles, interests, strengths, and challenges (Corley, 2005).

Content-Based Instruction (CBI)

CBI is particularly critical for high school English Language Learners because it addresses the dual challenge of mastering academic content while developing the academic language skills essential for school success. By embedding language development within meaningful content learning, CBI creates authentic contexts for language use, builds subject-specific vocabulary, and prepares students for college-level coursework. Research shows this empowering approach encourages learners to become independent, continuing their language development beyond the classroom while simultaneously meeting rigorous academic standards required for high school graduation and post-secondary success.

For students developing foundational language skills such as reading and writing, context plays a critical role in supporting both language and literacy development. Content-Based Instruction

(CBI) provides context-rich materials through the curriculum, offering meaningful opportunities for students to build language skills while engaging with relevant academic topics. One of the most critical challenges we face is the persistent and widening vocabulary gap, which can significantly impact the academic progress of learners across all age groups. CBI addresses this challenge.

Supporting our English Learner Population

CICA serves a population of older English learners who are not eligible for the English Language Proficiency Assessments for California (ELPAC) nor appear in the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI).[1] Almost all of the students at CICA are classified in CALPADS as adult English Language Learners or ADELs. CICA goes to great lengths to serve the needs of our English Language Learners.

Language learning for adults can differ from traditional models of education. It is deeply personal work that builds on the rich linguistic and cultural assets that students bring with them. Because compulsory education requirements do not apply to adult students, myriad factors constantly pull them away from their educational goals. Our approach to supporting English Language Learners recognizes that language acquisition happens most effectively when it is meaningful, relevant, and connected to students' lived experiences and goals.

At CICA, we understand that our students are not empty vessels waiting to be filled with English. They are accomplished individuals who have navigated complex systems, often in multiple languages, and bring sophisticated problem-solving skills and cultural knowledge that enrich our entire learning community. Our role is to create learning environments where students can leverage these strengths while building academic and professional English proficiency.

Our approach to English language learning is grounded in several research-informed principles that guide our instructional design and student support:

Language and Content Learning Are Interconnected.

Research consistently shows that students learn language most effectively when it is embedded in meaningful, content-rich contexts (see CBI explanation above). Our integrated approach ensures that students are simultaneously building language skills and engaging with rigorous, standards-aligned academic material relevant to their goals.

Students' Home Languages Are Resources, Not Barriers.

Multilingualism is an asset that enhances cognitive flexibility and cross-cultural communication skills. We create space for students to use their full linguistic repertoire as they build English proficiency, recognizing that translanguaging—the fluid use of multiple languages—is a natural and effective learning strategy. We also believe that our students bring life experience, motivation, and clear goals that can accelerate their learning when properly supported.

[1] Education Code section 306, section (a), defines "English learner" for ELPAC and ELPI requirements by incorporating the definition of 20 U.S.C. 7801 (20)(A), i.e. "the term 'English learner', when used with respect to an individual, means an individual who is aged 3 through 21."

Language Assessment Upon Enrollment

As a WIOA partner, CICA assesses all students during the admissions process and monitors their progress through CASAS testing. The first assessment, administered during registration, is the placement exam, which evaluates students' reading, writing, listening, speaking, and grammar skills. This exam is scored with an internally developed rubric.

During orientation, students also complete CASAS reading and listening assessments. CASAS provides standardized progress testing designed to measure learning along a continuum, from beginning literacy and English language acquisition through the completion of secondary-level skills. Several test series monitor student progress, with difficulty levels ranging from below Level A through Level E. Administering CASAS at enrollment establishes a baseline, followed by post-testing after 70–100 hours of instruction to track student progress over time.

If a teacher determines that a placement is inaccurate, a reassessment may be requested. If the reassessment results in a different level placement, the placement team updates the student's record in PowerSchool and informs the teacher of the revised placement.

The placement rubric is updated annually based on teacher and student feedback. Updates are shared with the curriculum team to confirm alignment with CICA level objectives. Any additional feedback is integrated before the rubric is finalized for use in the upcoming school year.

Reclassification

CICA serves English Language learners who must be designated in CALPADS as Adult English Language Learners (ADEL). ADEL students do not participate in ELPAC testing and do not appear as English Language learners on the California Dashboard for purposes of the English Language Proficiency Indicator (ELPI). We track and report ESL advancement as determined by CASAS testing.

Enrollment

CICA's enrollment continually increased from its establishment in 2019 through the 2024-2025 school year. While interest in enrollment remains sky-high, CICA expects to see a flattening or potential decrease in enrollment this year due to compliance with newly clarified requirements for credentialing and class-size ratios. CICA's commitment to continuous improvement has required updates to enrollment policies and procedures that have temporarily reduced its total enrollment capacity for the 2025-2026 school year.

Five-Year Enrollment Rollout Plan

As of September 2025, CICA has 900 students enrolled and will implement a steady, sustainable growth plan over the next five fiscal years. CICA is in the process of reviewing teacher case loads and enrollment in order to enroll more students at CICA to meet the expected enrollment of 1500. Growth will remain aligned with the school's capacity to hire and develop additional K-12 credentialed teachers. The planned five-year enrollment rollout is as follows:

Academic Year	Students enrolled

2025-2026	1,500
2026-2027	1,650
2027-2028	1,815
2028-2029	1,997
2029-2030	2,196

- Enrollment Caps: Each class will have an enrollment cap of 25:1 to ensure compliance with Independent Study requirements under Education Code section 51745.6, subdivision (d).
- Monitoring and Rebalancing: CICA Principals will regularly monitor enrollment and class sizes, making adjustments as needed to maintain educational quality and compliance with capacity guidelines.

Admission Process

CICA has implemented a comprehensive admission process to prepare and place incoming students. This process includes registration, grade level placement, an overview of student expectations and services, and covers any technology-related needs. This enrollment process ensures students are fully supported from registration to their first day, setting them up for success at CICA.

Element B Measurable Student Outcomes and Element C Student Progress Measurements



CICA's Program Goals and Student Learning Outcomes

CICA has established three Schoolwide Learner Outcomes (SLOs):

- **Academic Growth:** Students demonstrate measurable achievement each term through standards-aligned assessments and performance tasks.
- **Career Progress:** Students make documented advancement toward their individualized education and career goals.
- **Digital Communication:** Students use technology effectively and responsibly for personal, academic, and workplace communication.

Many students enter CICA with significant gaps in English language proficiency, academic skills, communication, and technology use. These SLOs are designed to close those gaps and set students on a path to long-term college, career, and community life. To implement these goals in our classrooms and bridge individual goals to content standards, we embed Integrated English Language Development supports within the facilitation of learning across all content areas. We monitor progress through course and credit completion, common formative assessments, and CASAS progress monitoring data.

By offering adult education to students aged 22 and older who have not yet earned a U.S. high school diploma, we work to reduce educational inequity. Our programs are anchored in K-12 state standards shaped by the needs of our students and community and grounded in a deep commitment to equity and social justice. We emphasize technology fluency, workforce readiness, and supportive services that remove barriers to persistence and completion. At CICA, we believe in our students, we believe in our community, and we believe that it's never too late to achieve one's goals.

CICA Satisfactory Student Progress

CICA has established a Satisfactory Academic Progress (SAP) policy (BP 5120) to ensure that students are consistently advancing toward their academic and career goals. This policy applies to all students enrolled in high school education. To remain enrolled, students must meet SAP standards, which include maintaining a minimum GPA, earning required credits, making measurable progress in English language acquisition (for ELD students), and fulfilling the specific SAP criteria of their CTE programs. SAP is evaluated every six weeks, and students who do not meet the requirements may be placed on Academic Notice. Continued noncompliance will result in disenrollment.

Attendance and engagement are also key components of SAP evaluation, with manual attendance records retained for at least three years in accordance with California regulations. Students who do not meet SAP in their CTE program may appeal by submitting a written reflection and evidence of corrective actions. Approved appeals result in a probationary period during which students must meet SAP standards to maintain enrollment. The policy aligns with state and federal regulations and is reviewed regularly to ensure legal compliance and support for student success.

The Instructional Leadership Team: Stewards of CICA's Academic Goals

CICA's program goals are guided and supported by the Instructional Leadership Team (ILT), a cross-functional leadership team that ensures academic excellence and coherence. The ILT is composed of the Chief Academic Officer, principals, teacher leaders, the Director of Professional Learning, the CASAS Coordinator, and the Director of Curriculum. Meeting biweekly, the ILT reviews student learning data, designs responsive professional learning, and incorporates teacher feedback to continuously improve instruction. The team works to align goals, accountability measures, and instructional priorities, providing instructors with a roadmap of how these efforts intersect to form CICA's core academic vision.

Common Core Standards

CICA is committed to providing a rigorous, standards-based education that meets the unique needs of adult English language learners while ensuring students progress toward California State Standards across all subject areas. Our curriculum design and instructional practices are systematically aligned with the California Common Core State Standards for English Language Arts and Mathematics, the Next Generation Science Standards, and the California History-Social Science Standards. We integrate English Language Development (ELD) standards with content area instruction, utilizing sheltered instruction strategies and culturally responsive teaching practices that honor students' diverse linguistic and cultural backgrounds. Teachers employ scaffolded approaches to make grade-level content accessible, incorporating visual supports, collaborative learning structures, and native language resources when appropriate to support comprehension and academic language development. Through regular assessment of both English proficiency growth and content mastery, we continuously monitor student progress, adjusting instruction to meet learners where they are while maintaining high expectations for academic achievement.

Core Subjects

CICA offers students access to an A-G curriculum in English Language Arts, Mathematics, Science, History/Social Studies, and a range of electives.

English Language Arts

The English Language Arts sequence moves students through a progressive sequence from foundational grammar and language skills to advanced writing, research, and literary analysis. Rooted in Common Core standards, the curriculum emphasizes critical thinking, effective communication, and collaboration. Students engage with diverse fiction and nonfiction texts from various cultures centered on Social-Emotional Learning themes. Students develop skills in reading comprehension, argumentation, and narrative writing. The program culminates in advanced coursework focused on research proficiency, source evaluation, and multimedia presentations, preparing learners for academic and professional communication success.

Mathematics

Mathematics courses build essential numeracy and problem-solving skills through a sequence aligned with the California Common Core standards, beginning with Pre-Algebra and progressing through Algebra 1 and Geometry. Students gain proficiency in fractions, decimals, ratios, proportions, equations, and geometric concepts, with an emphasis on applying mathematical reasoning to real-world contexts such as financial literacy. Instruction develops critical thinking and multiple forms of representation—numerical, graphical, verbal, and

symbolic—preparing students for higher-level math and everyday applications.

History and Social Science
The History-Social Science courses provide students with a comprehensive understanding of civics, U.S. history, world history, government, economics, and ethnic studies. Instruction integrates literacy and critical thinking while connecting academic content to students' lived experiences. Students explore foundational principles of democracy, historical events, cultural diversity, and economic systems, emphasizing analytical skills through document analysis and inquiry-based learning. The curriculum prepares students to engage as informed citizens, fostering cultural awareness, social justice, and active participation in society.

Science
The Science courses offer foundational courses in Earth Science and Life Science, fulfilling graduation requirements while building scientific literacy and critical thinking. Earth Science introduces students to the dynamics of Earth and space systems, climate, natural phenomena, and human environmental impact. Life Science covers biological concepts such as chemistry, biodiversity, population dynamics, genetics, and environmental interactions. The curriculum emphasizes conceptual understanding and real-world application of scientific principles.

Visual and Performing Arts
The Visual and Performing Arts courses introduce students to fundamental concepts in stage performance, music theory, and vocal technique. Courses cover stage presence, character development, and the structure of the music industry, alongside foundational music theory, history, and vocal training. Students develop confidence and skills for performance and gain an understanding of music's cultural significance, preparing those interested in careers in music, theater, or entertainment.

Electives
CICA's Elective offerings allow students to strengthen literacy, communication, critical reading, and public speaking skills. Courses like Reading for Pleasure foster a love of reading through engagement with socially relevant themes, enhancing comprehension and analytical abilities. Public Speaking electives build students' rhetorical knowledge, speech planning, and presentation skills while promoting ethical communication and confidence. These courses enrich students' academic experience and prepare them for effective expression in various personal and professional contexts.

English for Work and Life Series
The English for Work and Life Series supports students at all stages of English acquisition, from emerging literacy to intermediate fluency. Courses emphasize systematic instruction in phonics, vocabulary, grammar, and real-world communication. Students progress from recognizing letters and sounds to composing organized paragraphs and participating in workplace and academic conversations. Through engaging, high-interest content and digital literacy tasks, learners gain the language and confidence needed to succeed in academic, personal, and professional settings.

Curriculum Adoption
In 2025, Highlands followed an articulated curriculum adoption process to procure Savvas, a

standards-aligned curriculum for CICA courses. We received guidance from our UMass Global partner, which has extensive experience with curricular materials that best serve English Language Learners. The process was guided by UMass Global experts and included EdReports recommendations, analysis of materials used by surrounding districts, vendor demonstrations, and structured teacher feedback. We sought teacher feedback around our top choices and delivered our final proposal to the board, which approved our recommendation. We selected Savvas for its single, user-friendly platform for teachers and students, high ratings on EdReports, and adoption by large districts such as TRUSD, EGUSD, and LAUSD. To support strong implementation, the start of classes was delayed to August 14, 2025, allowing teachers to gain familiarity and comfort with the new curriculum. Teachers met in PLCs to build their knowledge of the standards-aligned curriculum. The Savvas adoption includes access to both an online digital curriculum, teacher edition textbooks, and student workbooks.

Supports for English Learners Level 0-1

ABCEnglish: A curriculum provided by an external agency, ABCEnglish offers literacy-level lessons ideal for students who are new to learning English. Lessons are presented through accessible slides and worksheets designed for classroom delivery.

Burlington English: An online English language learning platform offering both teacher-led lessons with presentations and printable materials, as well as self-paced student lessons accessible by phone or computer. The program integrates reading, writing, listening, and speaking skills, and includes thematic content, short stories, citizenship, and Workplace English and CASAS practice modules.

EL Civics Curriculum: Thematic packets intended to support English Language Learners with English language acquisition, civic participation, and workforce skills. Aligned to ESL objectives from CASAS and NRS ESL levels.

Standards-Based Instruction

To ensure alignment with educational standards and to support student achievement, CICA's curriculum has been developed, adapted, or adopted in accordance with the following:

- California Common Core State Standards (CCSS)
- WIOA English Literacy
- Literacy (EL) Civics Objectives
- Comprehensive Adult Student Assessment Systems (CASAS) Reading Standards
- CASAS Competencies

Instructional Methods

As an independent study school, CICA provides flexible, individualized learning supported by a range of online curricular resources. The nature of independent study and learning allows students to progress as quickly as they like with self-paced learning opportunities. Teachers meet with each student a minimum of once per week – synchronously via Zoom or in person- to monitor progress, review work, and adjust support. While most coursework is asynchronous, English Learners receive targeted, synchronous support (Zoom and in person) using content-based instruction (CBI). Instruction includes both designated English language development and integrated approaches aligned with Common Core State Standards.

Independent Study Legal Compliance
The Charter School will comply with all applicable independent study laws and regulations, including but not limited to Education Code Sections 51745, et seq.; 47612.5; 47634.2; Title 5, California Code of Regulations, Sections 11700-11705; and 19850-19854. These laws require, that the Charter School will operate pursuant to an adopted independent study Board policy; each student will have a master agreement as required by law; and the Charter School will receive an approved funding determination by the State Board of Education as a condition of funding.

Assessment to Advance CICA Goals

CICA Employs Multiple Measures to Monitor Learning and Inform Instruction.

- **Formative Assessments:** These include ongoing evaluation through teacher observation, projects, presentations, and performance tasks.
- **Summative Assessments:** End-of-unit and semester evaluations measuring mastery of learning objectives. These assessments are part of the core curriculum.
- **Portfolio Assessments:** Student-led self-assessment using assignments of choice to demonstrate learning in students' focal areas. The ILT is currently mapping the implementation of the portfolio project.
- **Student Surveys:** Self-perception data helps us to understand the student experience.
- **CASAS Testing:** Comprehensive Adult Student Assessment System, a competency-based adult assessment program validated by the U.S. Department of Education for use in adult education conducted after 70-100 hours of instruction time. The assessment is administered every 6-8 weeks.
- **CAST:** California Science Test, a state assessment mandated for those in high school.
- **CAASPP:** California Assessment of Student Performance and Progress, a state assessment mandated for those in high school grade 11.
- **EL Civics Assessments:** Administered three times per program year
- **ELD Level Placement Test:** Placement at enrollment
- **ELD Level Exit Test:** Administered to determine readiness to advance to the next ELD level

Professional Development That Drives Improvement
High-quality professional learning at CICA is about creating a learning system, not just training. It is more than training staff in best practices; it is about creating a culture of curiosity that acknowledges the uncertainty that is inherent in teaching and learning. Central to our revised professional learning program is creating a practice of inquiry at the leadership level that focuses its interest on the practitioners working most closely with the students. What are teachers learning about their students' learning? Where are teachers' gaps in knowledge and capacity? These are the questions that inform the design and goals of the professional learning offerings.

CICA leadership works in partnership with CICA principals and teacher leaders through the ILT to take a partnership approach to designing professional learning. Core beliefs about practitioner-based learning that inform the CICA approach to professional learning include:

- Teaching is complex and uncertain work that requires an inquiry stance to ensure that students' needs are at the center.
- Adult learning thrives on agency and relevance with clear goals and progress markers
- For instruction to be changed and improved, the learning experience of students must be visible
- Educators (teachers and leaders) are professionals engaged in important work, and they deserve a level of professional support and care that takes their work seriously.
- Pursuing collective goals is essential to supporting systems transformation

Professional Development Focusing on Language Acquisition

Central to CICA professional development is continuously developing strong instructional strategies to meet the needs of our ELLs. Supporting English Language Learners effectively requires ongoing professional learning and reflection. All CICA educators engage in continuous inquiry about how to better serve our multilingual learners.

Language-Responsive Teaching Practices

Our professional learning focuses on developing instructional strategies that make content accessible while maintaining high expectations. This includes training in visual supports, collaborative learning structures, and formative assessment techniques that help teachers understand what students know and can do.

Cultural Responsiveness and Asset-Based Thinking

We work to examine our own assumptions about language learning and ensure that our instructional practices build on students' cultural and linguistic strengths. This includes learning about our students' educational backgrounds and understanding how different cultural approaches to learning can inform our teaching.

Data-Informed Decision Making

As part of our inquiry-based PLCs, we develop systems for collecting and analyzing data about student language development that go beyond test scores. This includes documentation of student growth in academic discussions, writing development over time, and students' own reflections on their learning progress through portfolios.

Our commitment to English Language Learners extends beyond language acquisition to encompass the full development of students as confident, capable learners who can succeed in their chosen academic and professional pathways. Ultimately, we measure our success not just by English proficiency gains, but by our students' ability to use their multilingual skills to contribute meaningfully to their communities and achieve their educational goals.

CICA Professional Learning Structures

Bi-Weekly Friday PD

Our bi-weekly Friday afternoon professional learning sessions are designed as both collaborative inquiry spaces where educators engage in job-embedded learning directly connected to their daily practice, and also an opportunity to receive specialized instructional support that they or the

Instructional Leadership Team (ILT) has requested. These sessions follow a flexible structure that can shift between collective inquiry—examining student work and learning data to collaboratively problem-solve around specific instructional challenges—and targeted professional development that addresses identified needs such as trauma-informed pedagogy, advanced strategies for supporting students with interrupted formal education, or innovative approaches to integrated content-language instruction.

Teachers work in cross-disciplinary teams when engaging in inquiry cycles, analyzing how their students are navigating rigorous academic content and sharing effective practices for maintaining high expectations while providing comprehensive support. When focused on specialized instruction, sessions might feature expert facilitators, peer observations with feedback, or deep dives into research-based strategies that teachers have specifically requested to strengthen their practice. This dual approach ensures that professional learning is both responsive to emerging classroom needs and proactive in building the specialized expertise our diverse adult learner population requires, while maintaining our commitment to practitioner-centered learning that directly impacts student success.

Bi-Monthly Principal PLC

Led by the Chief Academic Officer, principals analyze school-level data, align support systems for ELLs and students with interrupted formal education, and develop coordinated systems responses. This principal learning community operates as a space for collaborative problem-solving where school leaders can examine challenges, share effective practices, and develop coordinated approaches to supporting their unique adult learner populations. Sessions focus on analyzing school-level data to understand how students are progressing toward their educational goals, discussing instructional leadership strategies that support teachers in serving English Language Learners and students with interrupted formal education, and developing systems-level responses to emerging needs within their school communities. The Chief Academic Officer facilitates these meetings using the same inquiry-based approach that guides teacher professional learning, encouraging principals to bring real dilemmas from their practice, examine multiple perspectives, and test solutions collaboratively. This structure ensures that leadership decisions are grounded in evidence and aligned across both school sites, while providing principals with the professional support and intellectual partnership they need to lead effectively in the complex landscape of adult education. The PLC also serves as a space for principals to reflect on their own growth as instructional leaders and to coordinate their efforts in supporting teacher development and student success.

Twice Weekly Teacher PLCs

Teachers engage in professional learning community work twice weekly, with sessions strategically designed to strengthen both instructional planning and data-informed decision making. One session each week is dedicated to collaborative planning time where teachers work in grade-level or content-area teams to design learning experiences that integrate rigorous academic content with the specific supports their English Language Learners and students with interrupted formal education need to succeed. These co-planning sessions allow educators to share strategies, align expectations across courses, and ensure that assessment practices accurately capture student growth while maintaining high standards. The second weekly session follows protocols and practices that focus on collaborative examination of student work and

performance data to understand learning patterns, identify instructional adjustments, and develop targeted interventions. During these data inquiry sessions, teachers bring actual student artifacts—writing samples, project work, assessment results—and engage in structured conversations that move beyond simply identifying which students are struggling to understand why certain approaches are or aren't working and what specific instructional moves might better support student learning. This dual structure ensures that teachers have dedicated time for both proactive planning and reflective analysis, creating a continuous cycle of improvement that keeps student learning at the center of all professional practice.

Teacher Coaching

CICA is launching Phase 1 of on-the-ground coaching by October 15, 2025. This will include the opportunity to observe instructional models, to co-plan with professionals with expertise in supporting students with interrupted formal education, and to engage in guided reflection on the impact of instruction.. Principals, the Director of Professional Learning, the Curriculum Coordinator, and teacher leaders will participate in a rigorous train-the-trainer model to enable sustained on-the-ground support of teachers' ongoing development.

The Role of Data and Assessments in Informing Instructional and Systems Improvement

Assessment is a core to instructional improvement at CICA. Not only does assessment tell us where our students are in their learning, but patterns in the data reveal where we need to focus our professional learning efforts. CICA is committed to creating a system that is responsive to what we are learning about our students and their needs. Leadership is curious about what is happening between the teacher and the student and rests its instructional improvement design on the data that comes from the classroom.

Formal Assessment and Improvement

The ILT will review CASAS data to understand students' academic progress and to track areas where we need to improve our instructional approach. In addition, the ILT will use CAASPP and CAST data to understand the general themes in improvement and then support teachers to use more granular classroom data to understand what is getting in the way of students making progress.

Informal Assessments and Improvement

Working in their PLCs teachers will use classroom-based data– both qualitative and quantitative to determine the areas of their practice where they would like more support. This is one source of the design for the content input on PL Fridays. The ILT will use classroom observation data to help determine the focus of improvement efforts.

Student Climate Surveys and Systems Improvement

Centering the students' experience as core to our approach to improving the learning experience The CICA instructional improvement process involves looking at both student mastery data and student perception data. One important source of student perception data is the student climate surveys. While we do not rely on this self-report data to give us the whole picture of the student learning experience, the data provides valuable insights into CICA's social and emotional conditions for learning. Annual anonymous surveys are administered in multiple languages (e.g.

English, Arabic, Spanish, Persian, Armenian, Pashto, Russian, Turkish, Ukrainian, Vietnamese, Chinese). Students access surveys via QR codes, push notifications, in-class support, and the Brain app; paraeducators provide language assistance. Survey domains include relationships, classroom climate, resources, goals/progress, safety/facilities, CTE/workforce, and curriculum/instruction.

Students have access to completing these surveys via QR codes, push notifications sent to their cell phones, with the support of their teachers in their classrooms, and via the Brain app. Teachers encourage and support student participation by engaging students in lessons that have practice surveys. Paraeducators are also utilized to provide language support during this process. The purpose of these surveys is to understand the following:

- Relationships
- Classroom Climate
- Classroom Support and Access to Resources
- Goal Setting & Student Progress
- Safety, Maintenance, and Facilities
- Workforce and CTE Programs
- Lessons, Instruction, and Curriculum

CICA students are asked to read each statement and indicate their level of agreement with the statement from the following options:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

The table below shows the percentage of CICA students who agree or strongly agree with each statement for the year indicated for the last three years.

Question	22-23	23-24	24-25
Lessons help me in my daily life.	87%	84%	93%
Lessons are interesting.	87%	86%	93%
I know what I need to do to make progress in my classes.	90%	90%	93%
The lessons (in person or online) help me learn (My teacher offers me an opportunity to learn everyday).	93%	89%	95%
I have the learning materials (pencils, notebooks, binders, books) I need to learn.	90%	84%	89%
I have the technology I need to learn.	91%	91%	95%
The school, classrooms, and buildings are clean and in good condition.	92%	93%	89%
The school tells me important information regularly (holidays, school announcements, events).	95%	95%	96%

All students from different backgrounds and countries are treated kindly (the same).	95%	97%	96%
All students from different cultural backgrounds, races, or ethnicities respect each other at school.	98%	96%	94%
My teacher really cares about me and respects me.	98%	98%	98%
My counselor really cares about me and respects me.	94%	92%	90%
The school helps me turn my college and career goals into a plan.	85%	82%	88%
I know how to get help if I feel sad, stressed, lonely, or depressed.	82%	81%	87%
I want to learn more about mental health and how to deal with stress.	48%	49%	59%
I feel connected to the school, my classmates, and teacher.	80%	77%	86%
I feel safe at school (I trust our leaders to make our school safe).	93%	93%	90%
I know how to log in and check my student email.	95%	96%	97%
I know how to log in to my online learning tools	89%	92%	96%
CICA helps me learn to use technology by giving mobile devices and digital literacy training.	89%	88%	94%
I use my school phone, Chromebook, or hotspot 5 or more days a week	ND	ND	73%

**ND denotes that there was no data available for that school year*

Student Academic Supports

Many of our students have little prior education in their native language and, for many of them, they come in with low levels of English, CICA provides extra support to ensure students' academic success. Teachers are available to meet with students by appointment to support students who are struggling academically.

Paraeducators

Paraeducators who work with credentialed teachers play an important role in supporting translation for our Level 0 students. There are wide variations in English learner levels and growth patterns among these students. Paraeducators work with our credentialed teachers to provide the individualized support needed to address varied student needs and learning patterns. They provide crucial language scaffolding by offering clarification in students' native languages when needed and creating more opportunities for meaningful language practice. Additionally, paraeducators who share students' cultural backgrounds create a more comfortable environment that reduces the anxiety often experienced by newcomers. While teachers focus primarily on academic instruction, paraeducators can provide crucial social-emotional support that newcomers need to navigate their new educational environment successfully. To improve student support with the CICA systems and academic support, CICA is looking to rebuild its paraeducator staff.

Literacy Support
During the 2025-2026 school year, CICA has budgeted for staff to provide literacy support to help English learners. This will focus on building literacy through phonemic awareness, phonics, vocabulary building, pronunciation, and writing skills.

Tutoring Program
CICA is currently redesigning a tutoring program for students. In prior years, the tutoring was delivered online. Based on feedback from students and staff, online tutoring did not effectively meet the needs of our student population. Key challenges, detailed below, included a lack of digital literacy skills, low student engagement, and limited availability of support. The new tutoring program will be responsive to these findings. As of this material revision, the CAO of HCCTS is conducting a review of potential tutoring approaches and Phase 1 of implementation will occur by October 25, 2025.

CICA Students & Devices

All CICA students are provided Chromebooks and hotspots so they are able to access their online learning tools, including their online curriculum.

Challenges for Students Accessing Online Tutoring

- Cultural Barriers: Afghan Women
    - Afghan women have the most urgent needs of all the populations we serve
    - Afghan women will not work one-on-one with male tutors
    - Afghan women typically have low technical skills
    - Afghan women typically have low literacy skills
    - In-person, woman-to-woman support by Dari- and Pashto-speaking academic staff is needed for this population
- Technology Accessibility
    - Students with low tech skills may not be able to access online tutoring that requires an online login
    - Students without internet access at home
    - Students without computers or laptops at home
    - Most online tutoring is chat-based
- Linguistic Barriers
    - Top 5 languages are: Dari, Pashto, Ukrainian, Russian, and Spanish
    - English-speaking tutors cannot effectively support students with low English proficiency

Instructional Days and Minutes Calculations
As a traditional independent study school, CICA ensures it meets instructional time requirements by documenting daily student engagement, evaluating work products for time value, and offering synchronous and asynchronous learning opportunities. Time value-earned depends on the certified teacher's judgment of individual work products and the time value that the teacher deems appropriate based on the teacher's assessment of the pupil's individual needs and capacities.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record. The Assigned Work Record contains a record of daily engagement and documentation of the time value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar.

Graduation Requirements
A diploma requires 180 high school credits: 110 Academic (including 10 Workforce Readiness credits) and 70 Elective/CTE credits. Transfer and verified employment credits may apply. Once 180 credits are verified, students may apply for the diploma and are invited to the graduation ceremony.

Counselors develop graduation plans, conduct regular check-ins with progress reports, and—beginning **2024–25**—advise on **A–G** pathways for college readiness.

Statutory compliance:

- **AB 101 (Ethnic Studies):** Offer a one-semester course; required for students graduating in **2029–30** and beyond (subject to appropriations).

- **AB 2927 (Personal Finance):** Offer a one-semester course by **2027–28**; required for students graduating in **2030–31** and beyond.

Counselors help ensure students meet graduation requirements by developing graduation plans and conducting regular check-ins. During check-ins, counselors update students on their academic progress, including credit attainment and requirements remaining to meet graduation requirements. Each student is provided with an academic progress report. Beginning in the 2024–2025 school year, we have adopted A–G approved courses to expand college readiness opportunities for our students. As part of this effort, counselors engage students in conversations about their aspirations for higher education as they approach the high school program.

Subject to appropriations by the State, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and require that students complete the same as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and require that students complete the same as a graduation requirement commencing with students graduating in the 2030-31 school year.



Attendance Policy
CICA maintains SOPs compliant with Board Policies and **EC §§ 51749.5–51749.6**. Daily engagement with assignments and synchronous instruction is tracked and retained for at least **three years**. With the approval and oversight of the District, CICA will establish and maintain attendance SOPs compliant with Board Policies and EC § s 51749.5 and 51749.6. At all times, students' daily engagement with assignments and synchronous instruction will be tracked and recorded, and the records will be maintained for a minimum of three years. The time value of all attendance awarded will be at the judgment of a certified teacher. In any instance where in-person attendance is a requirement, such as participation in CTE programs, in-person attendance will be recorded by a certified teacher, and attendance records retained for a minimum of three years.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record. The Assigned Work Record contains a record of daily engagement and documentation of the time value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar.

The Need for California Innovative Career Academy
The area covered by the Twin Rivers Unified School District has tremendous educational needs. While some of these needs were met in the past by the adult education program of Twin Rivers Unified School District, with budget cuts, most of these opportunities have gone away for those who do not have a U.S. high school diploma. This has greatly impacted student access to dropout recovery, as well as programs serving ex-offenders and immigrants. All of these groups not only have a direct need for services, but by helping them, CICA also helps the state of California by reducing welfare services, reducing recidivism, increasing the tax base, and increasing the cohesiveness of our society.

The Need for Dropout Recovery
Research has demonstrated that within a school year, a student drops out of high school every 9 seconds in the United States (Lehr, Johnson, Bremer, Cosio, & Thompson, 2004). Further, according to the California State Legislature, "Research suggests that fewer than 70 percent of 9th grade pupils in California, and in some school districts, fewer than 50 percent, graduate from high school" (Carter, 2011).

The Need to Educate Ex-Offenders
High school dropouts are much more likely to become incarcerated, and many families in the Twin Rivers district are affected by having a family member who is an ex-offender. California Innovative Career Academy will be able to help rehabilitate these ex-offenders and provide them with real job skills. By being able to provide for their family through legal employment, children of ex-offenders will have better role models and be more likely to break the cycle of crime.

Benefits and Potential Impact on Twin Rivers Unified School District
CICA will have a positive benefit to the Twin Rivers Unified School District. Given that CICA will serve adults, no students will come from existing Twin Rivers traditional K-12 schools. Further, by educating the parents of students in the Twin Rivers traditional K-12 schools, these younger students will likely have greater academic success. By authorizing CICA as an independent charter school, Twin Rivers Unified School District will not take on any additional risks or insurance costs of the charter school.

Workforce Readiness
The Workforce Readiness program equips students with essential career skills and technical knowledge across multiple pathways, preparing them for success in the modern workforce and further education. The *Workforce Readiness* course emphasizes digital literacy, career exploration, employability skills, and professional communication, supported by practical experiences such as resume building and mock interviews.

CTE Programs
CICA is currently in the process of developing the CTE program. To grow capacity and course offerings, our CTE program is entering a redesign. During the 2025-26 school year, we are thoughtfully using labor market data, community partnerships, and teacher input to shape offerings that will set our learners up for success. The plan emphasizes clear pathways, flexible schedules, strong language supports, and meaningful work-based learning. Courses will be carefully vetted and released in phases based on sustainable capacity and resources.

CICA will have seven CTE programs in the 2025-2026 school year:
1. Culinary Arts
2. Digital Literacy and Multimedia
3. Early Childhood Education (ECE)
4. Medical Services
5. Microsoft Office Specialist (MOS) Certification
6. Personal Finance
7. Real Estate

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Culinary Arts

Culinary Overview
Introductory culinary skills with emphasis on safety, sanitation, knife skills, basic cooking methods, menu planning, and kitchen teamwork.

Culinary Target Certifications
- ServSafe Food Handler (all students)
- ServSafe Manager offered where feasible and appropriate

Culinary Program Requirements
- Safety routines, lab participation, and recipe labs portfolio
- Food handler exam completion; uniform and non slip shoes for lab days

Work-based Learning
- Guest chefs, site tours, catering practice for school events, community tastings
- sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Digital Literacy and Multimedia

Digital Literacy and Multimedia Overview

Practical digital storytelling with emphasis on device basics, file management, online collaboration, visual design, audio and video basics, and portfolio building.

Digital Literacy Target Certifications

- IC3 Digital Literacy certification where available
- Adobe Certified Professional exam prep in tools such as Photoshop, Illustrator, or Premiere Pro when feasible
- School issued certificate of completion with project portfolio

Digital Literacy Progress

- Curriculum outline drafted; equipment and facility scheduling in planning with partner

Program Requirements
- Completion of project based modules and a curated digital portfolio
- Regular practice in productivity and creative apps; responsible use and digital citizenship modules

Digital Literacy Work-based learning
- School communications projects, partner briefs, social media content labs, guest designers and media professionals

Digital Literacy Progress

- Curriculum outline drafted; device and software access plan in place with partner sites
- Instructor recruitment plan prepared (internal posting or partner hire)

Early Childhood Education (ECE)

ECE Overview

Prepares students for entry roles in preschool and childcare settings with a focus on child development, safety, learning environments, and family partnerships. Strong language support embedded for multilingual learners.

ECE Target Certifications

- Pediatric CPR and First Aid
- California Mandated Reporter Training
- California Child Development Permit pathway awareness; assistance with Assistant or Associate Teacher permit application where eligible

ECE Program Requirements

- Attendance and completion of coursework and practicum tasks
- Readiness for site requirements when applicable (background clearance, TB test, immunizations per host site; program will help students navigate)
- Portfolio with lesson snapshots, observation notes, and reflections

ECE Work-based Learning

- Classroom observations, lab hours, guest talks with site directors, optional short externship when available

ECE Progress

- Currently in the process of hiring ECE teachers
- Curriculum map drafted using English for Work and Life for integrated language routines
- Site partner list in development for observations and talks

Medical Services

Medical Services Overview

Entry-level health care skills with emphasis on patient safety, infection control, vital signs, medical terminology, front office workflows, and team communication.

Medical Services Target Certifications

- American Heart Association BLS, CPR, and First Aid
- OSHA Bloodborne Pathogens awareness
- HIPAA privacy and security training
- Where feasible and appropriate: NHA Certified Medical Administrative Assistant exam prep

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Program Requirements
- Safety routines, lab skills checklists, and a skills and reflections portfolio
- Completion of required CPR and safety training; appropriate attire for lab days

Work-based Learning
- Guest talks by medical assistants and clinic managers, site tours, mock front desk scenarios, community health events

Microsoft Office Specialist (MOS) Certification Prep

MOS Overview
Hands-on prep for industry-recognized Microsoft Office Specialist exams. Focus on Word, Excel, and PowerPoint with options to extend to Outlook or Access based on student goals.

MOS Target Certifications
- Microsoft Office Specialist Associate exams (Word, Excel, PowerPoint)
- Option to pursue additional exams for Expert level where appropriate

MOS Program Requirements
- Regular practice in Office applications; completion of scenario-based projects
- Exam readiness checks; testing through a Certiport Authorized Testing Center (onsite or partner)

MOS Work-based Learning
- Real-world admin projects, resume and report formatting, data dashboards for career pathways

MOS Progress
- Two MOS CTE teacher positions posted
- Certiport testing access plan underway (site authorization or partner center)

Personal Finance

Personal Finance Overview
Practical money skills for work and life: banking, budgeting, credit, debt, insurance, taxes, benefits, and introductory investing. Currently offered; will continue within CTE to strengthen career readiness.

Personal Finance Target Certifications
- Local certificate of completion with portfolio evidence
- Optional third-party exam (for example, W!se Financial Literacy Certification) if adopted by the school

Personal Finance Program Requirements
- Completion of unit tasks and a capstone budget and benefits plan
- Demonstration of digital skills for online banking simulations and tax prep scenarios

Personal Finance Work-based Learning

- Speakers from banks and credit unions, mock benefit selection, VITA site visit when available

Personal Finance Progress

- Running now; pacing and assessments aligned to power standards are being finalized for 2025–2026
- Curriculum outline drafted; lab equipment and site visit scheduling in planning with partner clinics
- Instructor recruitment plan prepared (internal posting or partner hire)

Real Estate

Real Estate Overview

Foundations of residential real estate with emphasis on California practice and principles, ethics, property types, basic finance, contracts, and client communication.

Real Estate Target Certifications

- Preparation for the California Real Estate Salesperson license pathway
    - Completion of required coursework hours and state application steps
    - Exam readiness checks and study support

Real Estate Program Requirements

- Completion of course modules and case studies; portfolio of forms, disclosures, and client communication samples
- Attendance at exam prep sessions; Live Scan and state application guidance provided

Real Estate Work-based Learning

- Guest brokers and agents, office tours, open house observations, neighborhood property walks, mock client meetings

Real Estate Progress

- Curriculum outline drafted; broker partner interest meetings underway
- Instructor recruitment plan prepared (internal posting or partner hire)

CTE Program Accountability And Progress Indicators

- Access: enrollment by site and pathway; ELD levels served
- Engagement: attendance and weekly progress submissions
- Learning: pass rates on unit performance tasks and portfolios
- Credentials: number of certifications earned (ServSafe, MOS, CPR/First Aid, Mandated Reporter, optional personal finance cert)
- Work-based learning: hours, site visits, guest speakers, externship participation
- Placement and advancement: students moving into jobs, internships, capstone, or next-

level training

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

Information about WASC accreditation can be found at CICA's website. CICA is currently WASC-accredited through June 30, 2030.

Technology
Technology is integral to academic success and workforce readiness. Given varied digital literacy levels, CICA provides structured exposure to tools (Microsoft Office, Google Classroom, web-based reading programs, tutorials) and models tech use in instruction. The IT Department (five FTE) supports teachers and students and has standardized classroom access across sites.

Equipment available upon request: Chromebooks, headphones/earbuds, projector screens.

CICA seeks to truly integrate technology into students' lives via classroom lessons, relevant examples, classwork, projects, and practical experience communicating in the modern world. Technology standards and objectives are integrated into the curriculum and are clearly defined for the teachers. Across varying sites, the teachers incorporate technology into their lessons. Teachers use educational learning videos, tutorials, web-based reading programs, Microsoft Office, and Google Classroom. Teachers model the use of technology in their classrooms and show students how to access and utilize Google Docs, emails, etc. CICA's goal is to have all teachers using and adapting technology to accommodate the students' levels and needs.

In recent years, CICA has overcome a complex challenge with technology. Previously, not all of the students, teachers, and sites had the same level of access to technology, nor was the same level of technological access possible at all sites. The IT Department has resolved the disparity issues among classrooms, and currently, all classrooms have access to the same equipment.

Through consistent exposure to digital tools across courses and targeted instruction in digital literacy, the program ensures that students develop the technological competencies necessary for academic advancement, workplace readiness, and full participation in modern society. Technology, academic success, career goals, and social engagement are all important for students, and we believe that in order for students to be fully successful in the 21st century, they must become digitally literate.

Student Services

CICA has the unique opportunity to work with adult learners who have faced many challenges and require both academic and personal support to successfully meet their academic and career goals. In the 2025-26 school year, the support staff was greatly reduced, and CICA continues to work to rebuild some of those services. At the time of this material revision, there is an Intervention Coordinator position being developed to support partnerships with community agencies. These agencies provide essential support well beyond what CICA can offer including dental services, food, housing support, etc.

Orientation/Student Onboarding
Student Services holds an orientation at the beginning of each year to support students in becoming fluent in the CICA system and help them make informed decisions about their academic plan. In August 2025, orientation was extended to cover new attendance requirements, a five-period bell schedule, and the Savvas curriculum.

Navigators
Dedicated staff are needed to ensure every student understands all of the services available to them. With students who speak over 39 languages, often with limited English proficiency, Navigators serve a critical role by communicating with students and providing academic and career support and access to community resources. CICA Navigators speak English, Farsi/Dari, Spanish, Russian, Armenian, and Pashto, and travel to all campuses to present on services and programs. In June 2025, the Navigators were released from their positions. As of the writing of this material revision, HCCTS is working to rebuild the Navigator program for implementation in January of 2026.

Student Advisory Council
CICA is in the foundational stage of assembling a student advisory council. In September and October, the Chief Academic Officer will meet with students who are recommended by their teachers as possible advisory members. The first student advisory council meeting is set for mid-November and will meet quarterly. The intention for this group is to support increased agency, belonging, and leadership, as well as bring the student perspective to CICA initiatives. The quarterly meetings provide consistent opportunities for students to share their experiences, identify challenges, and contribute to solutions that enhance the educational environment for all newcomers, ultimately supporting their academic success and social-emotional well-being.

Community Partnerships
CICA serves a very high-need student population and has developed multiple partnerships with external organizations to address those needs. Since opening in the 2019-2020 school year, 13 partnerships have been established. These partnerships expand the school's reach within the community and increase student access to the tools necessary to achieve their goals. Partnership refers to a collaborative relationship between Highlands Community Charter and Technical Schools (HCCTS) and an external agency that supports students by facilitating access to essential services. These partnerships may be formalized through a Memorandum of Understanding (MOU) or remain informal and often involve the exchange of resources, services, and information aligned with shared goals to improve student outcomes and well-being. In some cases, partnerships include agreements related to shared locations, supporting educational efforts

by expanding access to instruction and services in settings where students already utilize essential resources.

These partnerships include the following organizations:

- SALAM Islamic Center
- SHRA
- La Familia Counseling Center
- CalAsian Chamber of Commerce
- Lao Family Community Development
- Department of Human Assistance
- Sacramento Employment and Training Agency (SETA)
- Mack Road Partnership

Many of these community partners provide support that is beyond the scope of CICA services. This includes connecting students to dental services, food banks, clothing, etc.

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

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

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

Plans for Specific Populations

English Learner (EL) Services and Newcomer Supports:
CICA provides comprehensive support for newcomer students and English language learners. CICA student services staff provide comprehensive orientation services to new and veteran students to support them in being able to "read their environment" and develop a fluency in navigating the CICA system. The academic supports are listed in the educational philosophy section. CICA also provides native language support when available, along with cultural transition assistance. Specialized programming for recently arrived immigrant students, including orientation to U.S. school systems, technology setup support, accelerated English language acquisition, academic skill building, and social-emotional support to ease cultural transitions. We provide translation services and family engagement programs to support the

entire family's integration into our school community. Teachers adapt content, assignments, and assessments to match students' language levels, ensuring they can access and engage with core academic material. English learners receive targeted language support embedded within subject-area instruction, allowing them to build both academic and linguistic skills simultaneously. This approach supports students in progressing toward English fluency while also earning high school credits toward graduation.

Plan for Students Who Are Academically Low Achieving
Independent Study labs allow students to complete required work in a self-paced fashion, allowing them additional time to master a subject before proceeding. Further, courses that are more set-paced will be designed to incorporate multiple modalities of learning to assist all students to success, including those who may be academically low achieving in a traditional school setting. This includes the use of more frequent one-on-one meetings and first language support to ensure content accessibility. Instructional pacing and support will be responsive to student needs, creating an inclusive environment where all learners have a pathway to mastery.

Plan for Students Who Are Academically High Achieving
Independent Study labs will allow students who are academically high-achieving to learn in an accelerated manner, so that they can complete their diplomas quickly. Because CICA serves adults aged 22 and older who do not possess a U.S. high school diploma, we often enroll immigrants with professional expertise from their home countries. For example, a student from Russia who previously worked as a doctor before immigrating to the U.S. would benefit from an accelerated rate in a life science class. The flexibility of the independent study model honors prior knowledge and experience, enabling students to move efficiently through material they already understand. This approach helps students re-enter the workforce or pursue higher education without unnecessary delays.

Students with Disabilities
Overview
As a charter school, CICA does not plan to join a Special Education Local Plan Area (SELPA) and will remain a "school of the district" for SELPA purposes. CICA will make all necessary arrangements to serve students with disabilities and comply with all applicable federal, state, and school district mandates serving students with disabilities, including but not limited to § 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). CICA enrolls all eligible students and provides FAPE through 504 plans and appropriate accommodations in compliance with § 504, ADA, and IDEIA**.**

IDEIA applies to children with disabilities and does not apply to adult students over the age of 21.[2] California likewise requires special education services for students until age 21. CICA integrates IDEIA compliance principles as part of its mission to provide K-12 educational opportunities to adult students according to all applicable laws.

[2] 20 U.S.C. 1412(a)(1)(A): "A free appropriate public education is available to all children with disabilities residing in the State between the ages of 3 and 21, inclusive..."

Disabled students with or without a previous IEP may request a reasonable accommodation by contacting their teacher, counselor, or administrator. CICA does not require students to provide detailed medical records to document a disability. A doctor's note or other documentation of impairment, including records of academic impairment, may support an accommodation need. Students also have the right to refuse accommodation solutions offered by the school or propose a different alternative as part of the interactive process.

Any decision to deny or grant a request for reasonable accommodation by the SST shall be made in accordance with applicable federal and state law, including IDEIA, ADA, and the California Education Code. Reasonable accommodation can include, but are not limited to, modifications to school policies, practices, or procedures; auxiliary aids for classroom learning such as transcripts, readers, or modified equipment; altered testing conditions; presence of a student's trained service animal; or other measures necessary to ensure equal access to CICA's educational programs, as required by 304 C.F.R. 104.44. CICA may deny accommodation requests by a person with a qualifying disability and documented need if the requested accommodation imposes an undue financial, operational, or administrative burden, or fundamentally alters its educational program, provided no reasonable alternative can be found to meet the student's needs.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subparagraph (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." (Ed. Code § 47605(c)(5)(B).)

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

Measurable Goals of the Educational Program

CICA (California Innovative Career Academy) was founded to serve historically disadvantaged populations. It has always served a larger than 90% socially and economically disadvantaged student population. The founding philosophy of CICA demands that it offer extensive support beyond that which would normally be available to students in a traditional high school setting and far beyond that available in CAEP settings. To that end, all support services are available to all students. This, along with the radically different makeup of the CICA student population compared to most schools, has led CICA to set its performance targets for all students rather than for traditionally designated subgroups.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Alignment with State Priorities

STATE PRIORITY #1— BASIC SERVICES The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))	
Subpriority A: Fully Credentialed Teachers	
Goal	100% of core teachers will hold an appropriate and valid California Teaching Credential. These teachers may be fully credentialled or hold intern or emergency credentials as is appropriate to the teaching assignment.
Method	In addition to hiring credentialed teachers CICA will support teachers in the credentialing process including obtaining Intern credentials and the completion of any necessary credentialing program.
Measurement	Initial and annual verification of core teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS Report 3.5 NCLB Core Course Section Compliance; Annual publication of the School Accountability Report Card.
Subpriority B: Access to Standards Aligned Instructional Materials	
Goal	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in the charter petition.
Method	All instructional materials will be assessed for alignment with state common core standards, CASAS standards and ELP objectives.
Measurement	Executive Director or designee will review all instructional materials before purchase pursuant to E.C. § 60119.

STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
Subpriority A: Implementation of Standards	
Goal	At CICA 100% of core academic classrooms will offer curriculum aligned to common core state standards.
Method	Offer a wide range of standards-aligned materials to ensure teachers have

Element B Measurable Student Outcomes and Element C Student Progress Measurements

	access to diverse standards-aligned methods and modalities and individual student needs can be met through access to multiple aligned curricula.
Measurement	Engagement with curricula will be tracked for engagement and impact and assessed by the Executive Director, Senior Director of Instruction, Curriculum Coordinator or other designee.
Subpriority B: EL Student Access to Academic Content	
Goal	100% of English Language Learners will gain academic content knowledge through implementation of Common Core State Standards.
Method	EL students will be offered differentiated instruction in contexts integrating Common Core State Standards with ELP objectives such as English for Work and Life and EL Civics courses.
Measurement	Student progress will be measured through course completion, level exit tests, EL Civics tests and applicable state testing including CAASPP and CAST.
Subpriority C: EL Students and English Language Proficiency	
Goal	100% of English Language Learners will make measurable progress towards English language proficiency.
Method	EL students participate in English Language Arts/Literacy instruction with appropriate in-class instructional support which includes structured English language development, small group teacher support, paraeducator support, and usage of SDAIE strategies.
Measurement	The school will track annual metrics including the rate of redesignation from Intermediate ESL to Adult Basic Education, measurable skills gains, and CASAS reading gains.

STATE PRIORITY #3— Educational partner involvement. State priority 3 references parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation. However as all CICA students are 22 years and over CICA will focus instead on engaging the feedback of educational partners including but not limited to students and community partners.	
Subpriority A: Educational partner engagement	
Goal	Promote student involvement in setting schoolwide priorities and implementing academic programs and student services through hosting at least five educational partner events.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Method	Engage students in community partner events to solicit and gather student feedback.
Measurement	Student feedback will be recorded, collated, and analyzed by CICA staff incorporating both qualitative and qualitative methodologies. Student feedback will be incorporated into the annual LCAP.
Subpriority B: Student Participation	
Goal	Survey students in 10 more languages to promote engagement with school culture and receive actionable quantitative feedback, with at least 50% student participation.
Method	Each year CICA will circulate a student satisfaction survey.The survey will be made available in not less than the 5 most widely spoken languages among the student population.
Measurement	CICA will track the number and percentage of students participating in the survey. Before and after each survey period CICA staff will discuss and implement strategies to increase student participation.
Subpriority C: Community Partner Engagement	
Goal	Maximize the opportunity for CICA students and staff to meaningfully engage with community partners by hosting at least 5 events accessible to CICA students remotely (i.e. through Zoom).
Method	Community partner events will be held throughout the year including job fairs, immigrant resource presentations, Know Your Rights presentations from local agencies, and cultural events celebrating diverse student backgrounds.
Measurement	All community partner events will be assessed for engagement and impact including number of students engaged. This will be documented in the LCAP.

STATE PRIORITY 4: Student Achievement **Academic Achievement Metrics, performance on standardized tests, progress of English Language Learners**	
Subpriority A: Academic Achievement Metrics	
Goal	Schoolwide academic achievement metrics will meet targets as agreed upon with our Authorizer as quantified below in CICA Academic Achievement Metrics.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Method	All CICA students take regular CASAS tests every 6-8 weeks. All 12th grade students have regular meetings scheduled with counselors and are provided a personalized graduation plan to ensure they graduate within the same program year as admission to the 12th grade.
Measurement	All Academic Achievement measurements are reported to the Authorizer yearly in an annual report.
Subpriority B: Standardized Tests (SBAC)	
Goal	Implement two mandatory trainings on Smarter Balanced assessment for teachers and paraeducators.
Method	CICA will begin implementation of Smarter Balanced (SBAC) for 11th grade in the 2025-2026 school year. The designated LEA CAASPP coordinator will coordinate training and implementation.
Measurement	The designated LEA CAASPP coordinator will report CAASPP results to CICA and TRUSD.
Subpriority C: Progress of English Language Learners	
Goal	English Language Learners will see consistent growth including average CASAS Reading STEPS gains of 2 points or greater per program year and Measurable Skills Gains as reported to NRS meeting or exceeding the state average.
Method	CASAS tests will be taken by all students every 8 weeks at a minimum, the percentage of students with pre and post test scores will meet or exceed 55%.
Measurement	The CASAS coordinator will review monthly progress reports

STATE PRIORITY #5— STUDENT ENGAGEMENT Pupil engagement, as measured by all of the following, as applicable: A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates	
Subpriority A: Student Attendance Rates	
Goal	CICA will ensure an 80% attendance rate.
Method	Attendance with sufficient academic progress will be a requirement of continued enrollment at CICA. Students not meeting requirements will receive academic support and intervention.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Measurement	Monthly, quarterly and annual attendance reports, Periodic attendance rates will be visualized in Schoolytics.
Subpriority B: Chronic Absenteeism	
Goal	CICA will reduce chronic absenteeism by 5% yearly.
Method	CICA will enforce mandatory attendance policies designed to promote attendance. See the attendance SOP attached in the appendix.
Measurement	As reported in Dataquest.
Subpriority C: Graduation Rates	
Goal	The CICA DASS 1-Year graduation rate will meet or exceed 20%
Method	All CICA 12th graders will be prepared for graduation with personalized graduation plans and extensive academic and counseling support.
Measurement	The reported number of graduates in CALPADS will be compared against the enrolled population of 12th grade students with business rules as supplied by California Dashboard.

STATE PRIORITY #6— SCHOOL CLIMATE School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	
Subpriority A: Pupil Suspension Rates	
Goal	CICA will maintain a suspension rate of less than 2%
Method	CICA will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	CALPADS data
Subpriority B: Pupil Expulsion Rates	
Goal	CICA will maintain an expulsion rate of less than 2%
Method	CICA will train teachers, principals, and counselors in social-emotional learning techniques and behavior management.
Measurement	CALPADS data

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Subpriority C: School Climate	
Goal	CICA will ensure 90% of enrolled students respond to the student climate survey.
Method	As part of CICA community partner engagement, the yearly student climate surveys will be distributed to all students by teachers. Teachers will be trained on the survey and participation incentivized.
Measurement	The accountability department will collate and analyze student survey results and present the results to the HCCTS Board of Directors.

STATE PRIORITY #7— COURSE ACCESS The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. "Broad course of study" includes the following, as applicable: Grades 9-12: English, social sciences, science, mathematics, visual and performing arts, applied arts, and career technical education.	
Goal	100% of students will have access to all content areas. As a school with many credit recovery students, not all students will be enrolled in all subjects, however all students will have access to the courses needed to graduate high school with a broad course of study.
Method	CICA students with limited English proficiency are enrolled in classes with designated English support which offer integrated access to all content areas.
Measurement	Yearly review of course outlines, descriptions, ELP objectives, and EL Civics content areas.

STATE PRIORITY #8— Pupil Outcomes	
Subpriority A: English	
Goal	All students will demonstrate an increase in proficiency in English Language Arts/Literacy
Method	All English learners will receive English language instruction integrated with ELA standards. All English proficient high school students will demonstrate mastery through course completion. All students will receive regular CASAS reading testing

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Measurement	Average CASAS reading tests will meet or exceed 2 points per program year. Yearly the program will meet or exceed California state targets for Measurable Skills Gains.
Subpriority B: Social Science	
Goal	All English language learners will participate in Civics education.
Method	Students will take 3 yearly EL Civics Civics exams.
Measurement	The school will maintain an 85% passing rate for Civics exams.
Subpriority C: Mathematics	
Goal	All students enrolled in Mathematics will make measurable progress.
Method	Math students will receive pre and post CASAS testing to evaluate the effectiveness of the program.
Measurement	All math students will meet or exceed a 2% CASAS Math Goals gain on average.

Determining Academic Standing (Grade Level)
Upon admission to CICA, a student's grade level is determined based on the evaluation of transcripts of any previous schooling. Students enroll with a very wide variety of educational attainment, academic skills, credits, and English language proficiency. Students are placed in grade levels based on credit attainment.

Grade Level	
Grade 9	0-49 credits
Grade 10	50-99 credits
Grade 11 (proposed addition)	100-149 credits
Grade 12	150-200 Credits

Assessment
CICA uses a variety of formative and summative assessments to evaluate our students. During enrollment, students participate in placement testing to determine English proficiency, including CASAS testing. Students participate in content knowledge and skills-based assessments in their lessons. CASAS assessments are administered to all students every six to eight weeks. EL Civics assessments are administered each term.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

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

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

Key Measurement Methods

Measurement Outcome	Method of Measurement	Frequency of Assessment
CASAS Gains	CASAS Reading, Listening, and Math assessments	Every 6 to 8 weeks
English Language Proficiency Progress	Internally developed ESL Level placement / exit test	At Enrollment, End of Term
EL Civics Assessments	CASAS approved assessment plans (COAAPS)	Three times each year in the following months: November, March, June
High School Content Mastery	Course assessments and course grades Savvas imbedded assessments	At the end of every high school course Savvas: mid-unit assessments; formal and informal evaluations
ELA and Math Achievement	Smarter Balanced (CAASPP) Savvas imbedded assessments	CAASPP: Once in grade 11. Savvas: mid-unit assessments; formal and informal evaluations
Science Achievement	CAST Savvas imbedded assessments	Once in high school grades 10 or 12. Savvas: mid-unit assessments; formal and informal evaluations

English Language Proficiency Placement
CICA assesses all students as part of the enrollment process through CASAS testing to establish a baseline for academic achievement. Additionally, students of limited English proficiency will participate in an English Learner Assessment (ELA) placement test to determine English proficiency.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

State Testing

In compliance with California Education Code requirements, CICA will offer the CAASPP Smarter Balanced Assessments Consortium (SBAC) to all students in 11th grade. CICA also offers California Science Tests (CAST) to all 12th-grade students who have not previously taken the science test in high school. Testing will be coordinated by the Assessment Coordinator with academic staff and test proctors. Because CAASPP testing is new to CICA, the determination of the details of testing windows and procedures will be an ongoing process by academic and assessment staff.

Student Growth

CICA uses the Comprehensive Adult Student Assessment System (CASAS), a competency-based adult assessment program validated by the U.S. Department of Education for use in adult education. While CICA is a K-12 institution, there are few assessment programs designed to evaluate the growth of adult students. Consequently, CASAS is an essential tool for the evaluation of student progress at CICA. The test series used by CICA is listed below.

Test Series
CASAS Reading STEPS
CASAS Listening STEPS
CASAS Reading GOALS 2
CASAS Math GOALS 2

Students receive CASAS testing every 7 weeks. Testing is conducted via a kiosk application installed on CICA chromebooks. Testing can only occur in a proctored environment and is conducted by test proctors or teachers.

All students receive CASAS reading tests. CASAS Math assessments are administered to all students enrolled in math courses to evaluate the effectiveness of the instruction they receive.

Schoolwide CASAS outcomes include average point gain, measurable skills gains, and pre and post testing rates. Below are the average point gains for the previous three program years.

Average Point Gain per Program Year			
	2022-2023	**2023-2024**	**2024-2025**
ELL			
CASAS Reading	5.8	3.9	6.2
CASAS Listening	8.4	4.7	6.2
ABE			
CASAS Reading	5.0	4.9	5.6

Element B Measurable Student Outcomes and Element C Student Progress Measurements

CASAS Math	2.5	4.9	6.4

The data shows consistent improvement in student outcomes. particularly in the 2024–2025 school year. For ELL students, both CASAS Reading and Listening scores rebounded after a dip in 2023–2024, each rising to 6.2 points—the highest gains observed over the three-year span—indicating renewed effectiveness in language instruction. In the HS program, CASAS Math scores saw the most notable growth, more than doubling from 4.9 to 6.4, which suggests that recent changes in math curriculum or support have had a strong impact. ABE Reading scores also increased steadily, climbing each year from 5.0 to 5.6, pointing to sustained literacy development. These trends highlight encouraging progress in both foundational literacy and numeracy across programs.

Measurable skills gains represent the number of students progressing in an Educational Functioning Level as defined by the National Reporting System (NRS), the federal accountability system. Measurable skills gains are an important indicator of both English language and academic progress.

Percentage of students with pre and post test achieving a measurable skills gain				
ESL Educational Functioning Level		2022-2023	2023-2024	2024-2025
Level 1	Achieved	65.00%	78.90%	71.76%
	CA State target	30.50%	34.00%	TBD
Level 2	Achieved	58.33%	84.55%	84.52%
	CA State target	30.50%	40.00%	TBD
Level 3	Achieved	53.49%	77.53%	82.19%
	CA State target	34.50%	37.00%	TBD
Level 4	Achieved	61.67%	68.36%	78.18%
	CA State target	30.50%	34.50%	TBD
Level 5	Achieved	58.62%	75.10%	76.24%
	CA State target	31.50%	34.50%	TBD
Level 6	Achieved	0%	75.34%	58.70%
	CA State target	21.50%	25.00%	TBD

Percentage of students with pre and post test achieving a measurable skills gain			
ABE Educational Functioning Level	2022-2023	2023-2024	2024-2025

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Level 1	Achieved	85.71%	65.22%	76.47%
	CA State target	40.00%	44.00%	TBD
Level 2	Achieved	58.33%	63.21%	70.93%
	CA State target	42.50%	44.00%	TBD
Level 3	Achieved	53.49%	55.56%	63.76%
	CA State target	38.00%	43.00%	TBD
Level 4	Achieved	61.67%	64.41%	75.47%
	CA State target	40.50%	43.00%	TBD
Level 5	Achieved	58.62%	54.19%	59.18%
	CA State target	35.50%	42.00%	TBD
Level 6	Achieved	0%	0%	21.33%
	CA State target	36.50%	43.50%	TBD

CICA Measurable Skills Gain for all learners compared to state average

	2022-2023	2023-2024	2024-2025
CICA	68.9%	69.8%	73.0%
CA State Average	44.36%	44.8%	TBD

CASAS pre and post tests are essential for measuring student progress but also serve as an important measure of student engagement.

Percentage of Learners with Pre and Post CASAS Test		
2022-2023	2023-2024	2024-2025
57%	66%	71%

The data above reflects a clear upward trend in the percentage of students who received both a pre- and post-test over the past three years. In 2022–2023, 57% of students received both tests. This increased to 66% in 2023–2024 and rose again to 71% in 2024–2025. This steady improvement demonstrates CICA's growing commitment to data-driven instruction and collective efforts to ensure more students are assessed consistently, allowing CICA to better capture and respond to their academic development.

Teachers, counselors, and proctors at CICA work diligently to ensure that all students complete both the CASAS pre- and post-tests; however, reaching 100% participation remains a challenge.

To address this, CICA is implementing several strategic measures, including hiring additional proctors, expanding staff training, purchasing more laptops to support testing, and developing a more structured and comprehensive testing schedule. Additionally, the recent hiring (August 2024) of a dedicated CASAS Coordinator has provided focused leadership to further strengthen the assessment processes. Through these efforts, CICA is committed to increasing the percentage of students completing both assessments in the coming years.

EL Civics Civic Objective and Additional Assessment Plan Data (COAAP)

Integrated English Literacy and Civics (IELCE/EL Civics) programs provide English learners with literacy instruction while developing the civic knowledge and workforce skills needed to participate fully in U.S. society. Assessments are developed according to COAAPs supplied by CASAS and reported to the state via TOPSpro Enterprise.

For the past five years, CICA administered EL Civics assessments through Google Forms, collating results via automated Google API scripts. While cost-effective, this approach became unsustainable as the dataset expanded. In 2025, CICA piloted the use of Edcite, which streamlined reporting, improved assessment quality, and enabled more detailed tracking of student outcomes.

Program Data

Results from the past two program years demonstrate both the scale of participation and consistently strong pass rates:

- 2023–24: Students attempted 1,455 assessments, with 1,045 passes (72% pass rate). Themes included Employment, Personal Finance, and DMV readiness.
- 2024–25: Participation expanded significantly, with 2,837 assessments attempted and 2,027 passes (71% pass rate). Themes included Employment, Health and Nutrition, and Education.

These results indicate both growth in student participation and stable success rates, demonstrating that English learners are not only engaging in EL Civics instruction but are mastering key competencies in employment readiness, financial literacy, health, and civic education. The expansion from 1,455 to 2,837 attempted assessments in just one year reflects increased system capacity, improved reporting structures, and the successful adoption of Edcite as a platform.

EL Civics Assessment Data				
Program Year	**Theme**	**COAAP #**	**Attempted Assessments**	**Passed Assessments**
2023-2024	Employment	33.9	176	156
2023-2024	Personal Finance	1.8	633	394

2023-2024	DMV	12.7	646	495
2023-2024	Total		1455	1045
2024-2025	Employment	33.8	940	628
2024-2025	Health and Nutrition	46.7	1158	854
2024-2025	Education	13.6	545	739
2024-2025	Total		2837	2027

High School Graduation

Graduation is the most powerful marker of student success at CICA. For our adult learners, graduation is more than a diploma—it represents years of determination, resilience, and perseverance in the face of significant challenges. Many students have overcome interrupted education, displacement, language barriers, and personal hardships to reach this milestone. At CICA, graduation is treated as a holiday: a joyful celebration for students, families, and staff alike.

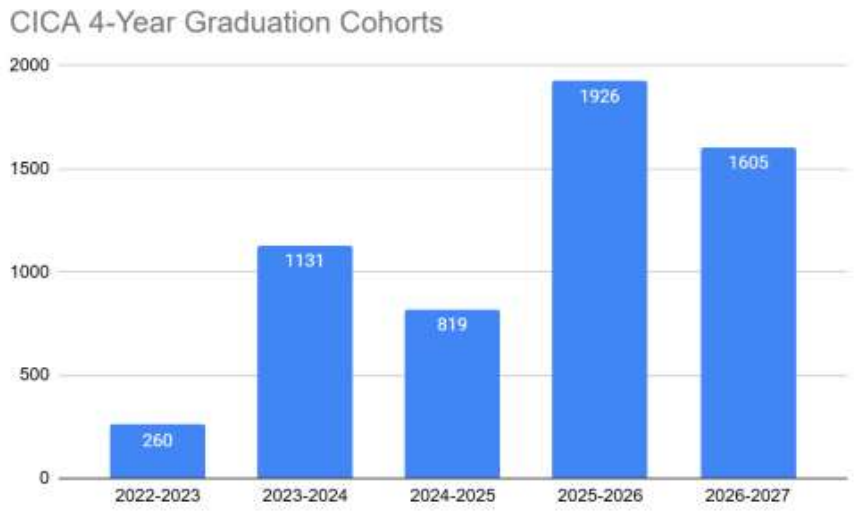
Because its students complete credits throughout the year, CICA offers multiple graduation ceremonies annually—in both summer and winter—so every student has the opportunity to "walk the stage" in front of their community. Each year, the ceremony has grown in size and prominence, with venues expanding to accommodate the increasing number of graduates.

CICA Cohort Graduation

CICA faces unique challenges in relation to traditional 4- and 5-year cohort graduation rates. Before 2021, English learners were designated as primary students in grades 1–2. In 2020–21, all CICA students were redesignated as high school students to better reflect their adult status. This redesignation dramatically increased the size of the 4-year cohort, even though over 80% of entering students began with limited secondary education skills and required extended time in grade 9 to develop English and academic foundations.

Conversely, some students—such as immigrants arriving with stronger English proficiency and prior academic backgrounds—graduate much more quickly. For example, Winter 2025 graduates averaged 2.5 years of enrollment, well outside the traditional 4-year window. These dynamics lead to artificially low cohort rates that do not accurately represent student success.

The chart below illustrates these complexities:



CICA 4-Year Cohorts: While the 4-year cohort count grew from 260 (2022–23) to 1,605 projected in 2026–27, only a fraction of actual graduates appear in these rates. In 2024–25, for instance, just 76 of 300+ graduates were captured in the 4-year outcome.

CICA 1-Year Graduation Rate

To better reflect the reality of adult education, CICA also tracks and reports the 1-Year DASS Graduation Rate, which measures the percentage of 12th graders completing a diploma within the same program year.

- Growth: The 1-year rate nearly doubled in 2024–25, reaching 43.2%, compared to 22.6% in 2023–24.

- Raw Numbers: Graduates reported in CICA's LCAP also increased steadily from 200 (2022–23) to 323 (2024–25).

CICA students must work to overcome a wide variety of barriers to participate in education and achieve academic success. An adult learner is engaged with responsibilities and demands that pay no respect to their academic journey, making them inherently at very high risk of not completing their education. In every sense, these are alternative students. In recognition, CICA continues to track and report the 1-year graduation rate. The 1-Year graduation rate is calculated as follows:

$$\frac{\text{\# graduates as reported in CALPADS - (all students without 90 days cumulative enrollment)}}{\text{All students enrolled in 12th grade for the program year - (all students without 90 days cumulative}}$$

enrollment)

This metric, combined with raw graduate counts, provides a more accurate picture of CICA's impact, capturing the success of students who accelerate or extend their time beyond traditional cohorts. The upward trend in both rate and number of graduates demonstrates the effectiveness of CICA's academic model and support systems.

2022-2023	2023-2024	2024-2025
23.5%	22.6%	43.2%

ELL Level Progress

English Language learners progress through courses designed to advance their English Language skills while allowing them to engage with increasingly in-depth standards-aligned content.

Graduation outcomes are directly tied to English Learner advancement. Reaching Level 3 (Intermediate) in ELD marks a pivotal milestone: students transition into the full high school program, where they engage with core academic standards while continuing to receive integrated English language support. This bridge ensures that English acquisition and diploma attainment are inseparable parts of student success.

Alternative School Status

CICA is fully accountable to the California Department of Education (CDE) to ensure that students meet state standards. California adopted the Local Control Funding Formula (LCFF) in 2013, creating the California School Dashboard to monitor performance across schools. However, these traditional accountability measures were designed for K–12 systems and often fail to capture the unique realities of adult and alternative learners.

To address this gap, the CDE created the Dashboard Alternative School Status (DASS) system, which provides alternative schools with more appropriate accountability metrics. When CICA opened its main hub in Sacramento in August 2019, it adopted DASS and has consistently complied with its requirements. In November 2024, CICA worked with Twin Rivers Unified to finalize a set of DASS-aligned metrics. While CICA was notified in December 2025 that it would lose official DASS status, the school remains deeply committed to accountability. We continue to track these measures internally—now reported as CICA Academic Achievement Metrics—to ensure transparency, rigor, and continuous improvement.

Element B Measurable Student Outcomes and Element C Student Progress Measurements

CICA Academic Achievement Metrics
Academic Achievement
ESL
1. The percentage of CICA English Language learners with a pre and post-test achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).
ABE
1. The percentage of CICA high school learners with a pre and post-test, achieving a Measurable Skills Gain in the National Reporting System will meet or exceed California state targets, as reported by NRS Performance in TOPSpro Enterprise (TE).

Academic Improvement
ESL
1. The average Comprehensive Adult Student Assessment Systems (CASAS) Reading Gains for English Language Learners at CICA enrolled in International High School will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The percentage of CICA English Language Learners in International High School Level 3 students moving to high school will meet or exceed 5%, as reported by Student Level Gains in PowerSchool.
ABE
1. The average CASAS Reading Gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSpro Enterprise.
2. The average CASAS math gains for learners enrolled in high school at CICA will meet or exceed an average 2-point gain, as measured by Learning Gains Summary in TOPSPro Enterprise.
3. The 1-year Graduation Rate for CICA learners will meet or exceed 20% as reported in California School Dashboard.

Student Engagement
All Levels

Element B Measurable Student Outcomes and Element C Student Progress Measurements

Student Engagement
1. The percentage of CICA students with a CASAS pre and post-test will meet or exceed 55% as measured by NRS Data Integrity in TOPSpro Enterprise.

CAREER TECHNICAL EDUCATION (CTE) & WORKFORCE
ABE
1. The percentage of 12th grade CICA high school students who are enrolled in a CTE program will meet or exceed 10% as measured by CTE Enrollment Percentage in PowerSchool.
2. The percentage of CICA high school graduates who complete a CTE program will meet or exceed 4% as measured by Graduate CTE Completers in PowerSchool.

Teacher-Designed Formative Assessments

CICA teachers employ a wide range of **informal and formative assessment strategies** to monitor student learning and ensure mastery across subjects, including reading and vocabulary, writing and grammar, speaking and pronunciation, listening, digital literacy, mathematics and consumer economics, science, history/social science, government and law, health, and independent living.

Formative assessments are integrated into daily instruction and provide timely feedback to guide both teaching and learning. Common tools include:

- Benchmark assessments to measure progress against standards
- Oral and multimedia presentations to assess communication and digital skills
- Written assignments such as journals, essays, research projects, and book reports
- Performance-based tasks, including independent projects, portfolios, and demonstrations
- Traditional measures such as tests, quizzes, grammar diagnostics, and comprehension checks
- Daily learning artifacts such as homework, workbook activities, and applied practice

Through this comprehensive approach, teachers are able to monitor progress continuously, adjust instruction responsively, and ensure that students are building the knowledge and skills required for academic advancement and real-world success.

Grading and Progress Reporting Systems

CICA maintains a rigorous and transparent grading and reporting system designed to hold students to high standards while providing multiple opportunities for mastery. The school uses a traditional A–F grading scale, with GPA points assigned as follows: A = 4.0, B = 3.0, C = 2.0, D

= 1.0, and F = 0.0. Although teachers may add plus or minus designations, these do not alter the GPA value. To ensure deep learning and persistence, CICA requires that students earn at least a "B" (80%) or higher to receive credit for a course. Students who earn below a "B" must revise or redo work and demonstrate mastery before credit is awarded.

Grades are issued at multiple points—upon course completion, partial completions, or at the end of the term—ensuring timely feedback to students and counselors. In addition to letter grades, teachers provide narrative feedback and individualized support, fostering a growth mindset and continuous improvement.

Evaluation Methods

CICA uses a multi-method evaluation system to measure whether students meet academic expectations and mastery standards. Methods include:

- Teacher-designed assessments (benchmarks, unit tests, projects, and presentations)
- Student self-assessments and reflection
- Publisher-embedded assessments (e.g., Savvas, Burlington English, CASAS-aligned resources)
- Portfolios of student work (writing samples, research projects, digital artifacts)

High school course completion is directly tied to end-of-unit and end-of-course assessments, with a minimum passing threshold of 80%. This ensures both rigor and consistency across the curriculum.

Plan to Collect, Analyze, Use, and Report Academic Performance and Other Data
CICA uses assessment data in four primary ways. First, assessment serves as a diagnostic tool to identify content areas a student has not yet mastered. This allows instructional staff to gain a clear understanding of each student's gaps in content knowledge and skill development, enabling targeted intervention and personalized instruction.

Second, aggregated student learning data are used to evaluate overall school performance. A dedicated team of professionals at CICA analyzes a broad range of academic indicators, including enrollment trends, placement assessments, demographic data, CASAS assessments and gains, course grades, graduation rates, and student retention. By examining student outcomes over time, the school is able to assess performance by teacher, course, program, and schoolwide, and compare results to those of similar institutions.

Third, assessment data informs decisions regarding student progression and formal recognition, such as level completion, graduation, licensure, or certification.

Finally, assessments are used to identify students who may be underperforming relative to their peer group, prompting review of placement and potential intervention supports. In cases where a

student is not adequately progressing in a course, reassignment to a remedial course or additional instructional support from teachers, paraeducators, or specialists may be required to ensure the student is able to complete course materials and meet academic expectations.

This cycle is led by the Instructional Leadership Team (ILT) and supported by counselors, paraeducators, and assessment staff, ensuring that data directly shape instruction and student support.

Retention
CICA addresses student retention through the development of school-based student engagement systems and strong partnerships that support teaching, learning, and student achievement. These student engagement systems coordinate efforts to strengthen two-way communication between students and the school. Retention is supported by a team of professionals, including counselors and academic staff. This collaborative approach enhances student relationships and contributes to increased achievement and retention.

Program Audit
CICA provides TRUSD with a comprehensive annual performance report that includes, at a minimum, the following data:

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

Local Control and Accountability Plan (LCAP)
CICA develops its Local Control Accountability Plan (LCAP) in accordance with the template adopted by the State Board of Education. The LCAP serves as the school's comprehensive planning and accountability tool, integrating academic goals, fiscal priorities, and stakeholder input. Previous to the adoption of a state board template, CICA will follow the basic methods used for the School Accountability Report Card. The plan includes measurable pupil outcomes aligned to the state priorities outlined in California Education Code § 52060(d), as well as local

priorities identified by CICA to address the specific needs of adult learners. These priorities encompass academic achievement, student engagement, school climate, access to a broad course of study, and workforce readiness. The LCAP is updated annually through a collaborative process that engages students, staff, and community partners. Each year, CICA presents both the annual update to the LCAP and the Local Control Funding Formula (LCFF) budget overview for parents at a public meeting of the Board of Directors, no later than February 28. This presentation ensures transparency, provides opportunities for feedback, and demonstrates the school's commitment to continuous improvement and fiscal responsibility.

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Element B Measurable Student Outcomes and Element C Student Progress Measurements



Element D Governance

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

California Innovative Career Academy (CICA) operates as a directly funded independent charter school under Highlands Community Charter and Technical Schools, a California nonprofit public benefit corporation, in compliance with applicable California law and federal law. CICA commits to maintaining its nonprofit status in good standing and "active" status throughout the term of its Charter.

The Charter School is governed by the Highlands Community Charter and Technical School's Board of Directors (the "Board"), which is the governing authority for CICA and is ultimately responsible for ensuring that the school remains faithful to its mission, operates in compliance with its charter, and maintains fiscal viability. The Board functions in accordance with its bylaws, California nonprofit law, and applicable provisions of the Education Code. While the Board maintains fiduciary responsibility and ultimate decision-making authority, it delegates day-to-day management to CICA's Executive Leadership Team.

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

Governance Procedures and Operations

Meeting Requirements and Procedures

All meetings of the CICA Board of Directors are conducted in full compliance with the Ralph M. Brown Act and Education Code § 47604.1(c). Meetings are open to the public, and each agenda includes an opportunity for community input regarding the California Innovative Career Academy.

Agendas are posted prominently at the school's main office and on the CICA website at least 72 hours in advance of regular meetings and 24 hours in advance of special meetings. Emergency meetings may be called without standard notice when immediate action is required, consistent with the Brown Act.

Meetings are held at the principal office of CICA or at other publicly accessible, non-discriminatory locations within California as designated by Board resolution or meeting notice.

Teleconferencing is permitted, provided that the public may attend from all listed locations and all votes are conducted by roll call. Pursuant to AB 2449 (effective through January 1, 2026), Board members may also participate remotely under specific conditions without disclosing their physical location, provided public access requirements are maintained.

Approved minutes are posted to the CICA website within 72 hours and are made available to the public upon request. The Board meets regularly—typically monthly during the school year—and adopts an annual calendar of meetings, with adjustments made as needed to accommodate holidays or other scheduling conflicts.

Decision-Making Procedures

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

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

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

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

Board Composition and Membership

Board of Directors

Sharon Rocco (Corporate Vice-President)



Sharon Rocco was born in Oregon and moved to California in 1959. In 1967, Rocco moved to Manila, Republic of the Philippines, and graduated high school from Brent Episcopalian Boarding School in Baguio City. In 1969, she returned to Sacramento, California and completed college at California State University, Sacramento with a Bachelor's degree in Social Work and Corrections. Sharon began her career in 1975 with the California Department of Corrections as a Parole Agent and served both in rank and file and administrative positions until she retired in 2005. Sharon was elected to Highlands Community Charter and Technical Schools' Board of Directors in July 2015.

Mary DeChance (Corporate Treasurer)



Mary DeChance is an educational leader who began her career as a Resource Specialist and later made meaningful impacts as a Principal, District Director of Special Education, District Director and Interim Coordinator for Early Childhood Education. Mary most recently was Faculty Lead at National University serving from 2005 until her retirement in 2016. Mary holds a BA in Behavioral Science and a Master's Degree in Special Education from the National University. Mary was appointed to the Highlands Community Charter and Technical Schools board in November 2020 where she will be a welcome addition to the nine-person board.

Mike Reid (Corporate President)



Mike Reid is a Board Member for Highlands Community Charter and Technical Schools. He has been an educator for over 38 years and has served in various roles throughout his career, including teacher, Vice-Principal, Principal, and Schools Superintendent. He has had the opportunity to assist and be recognized for three California Distinguished Schools.

His work in charter schools spans over nine years, during which he oversaw the development of a new charter school and served as the Learning Analyst for another. He also served as a consultant for the state of Hawaii for nearly three years, focusing on school academic improvement.

Board Member Selection Process
The Board of Directors shall consist of a minimum of three and a maximum of eight members; however, following the resignation of any director serving as of September 20, 2024, the maximum number of members shall be reduced to seven. To mitigate the occurrence of tie votes,

the Board endeavors to maintain an odd number of members. Furthermore, school districts or county offices authorized to oversee HCCTS schools are entitled to appoint one voting representative to the Board.

Candidates for Board membership are sought from diverse professional backgrounds, including education, finance, law, public policy, human resources, and community leadership. Ideal candidates demonstrate alignment with CICA's mission, a commitment to its success, and the ability to provide expertise or resources in support of the school.

People who work for the school (or have close family ties to someone who does) cannot serve on the Board. Each director serves a 3-year term and stays in the role until a new director is chosen. If a director leaves—due to resignation, death, legal issues, or missing three meetings—the Board can fill that spot by majority vote. Chartering authorities can fill or remove their own representatives.

In accordance with Education Code § 47604.2(b)(2), the Board may, upon receipt of a qualifying petition, choose to include at least one student member. If appointed, the student member may be granted preferential voting rights as provided by law.

Board members may resign at any time by submitting written notice. However, no resignation shall be effective if it would reduce the Board below the minimum required membership, unless the Attorney General is notified. Should a vacancy arise due to resignation, death, legal disqualification, or failure to attend three consecutive meetings, the Board may fill the position by majority vote. Chartering authorities retain the right to appoint or remove their own representatives. Reductions in the Board's authorized size will not prematurely terminate current directors' terms.

CICA will not make contracts or approve actions where a director or key employee have a potential financial interest in the contract or action that precludes CICA from approving the same pursuant to Section 1090, the PRA, or other statutory, regulatory, or common law preclusions of conflicts of interest. It also will not loan money or property to any director or officer, except it can advance money for work-related expenses that will be reimbursed. Lastly, CICA promises to protect and cover legal costs or damages for its directors, officers, employees, and certain others if they face lawsuits or legal actions related to their role, as allowed by law. If someone asks for this protection, the Board will quickly decide if they qualify and approve it if they do.

Officers of the Corporation: Roles, Responsibilities, and Appointments
The Corporation is required to have a Chair of the Board, President, Secretary, and Treasurer, with the option to appoint additional officers as needed. Officers are appointed by the Board, report to the Board, and may have duties outlined in employment contracts. One person can hold multiple officer roles, except that the same person cannot be both Chair/President and Secretary/Treasurer. Officers may be removed by the Board or resign with written notice. Vacancies are filled following the same process as original appointments. The Chair leads Board meetings; the Vice-Chair fills in when the Chair is absent. The President (also called Executive Director) manages the Corporation's daily operations. The Secretary keeps records of Board

meetings and official documents, while the Treasurer manages the Corporation's finances, provides reports, and may be required to give a bond to ensure proper handling of funds.

All Board Members are required to complete annual training in the Brown Act, conflict of interest compliance, sexual harassment prevention, mandated reporting, and any other state-mandated governance trainings. This ensures that directors remain fully informed of their legal responsibilities, ethical obligations, and best practices for charter school governance.

Roles of the Board

The Board of Directors is responsible for managing the Corporation's activities and has the authority to make key decisions. This includes hiring and removing staff, setting their duties and pay, relocating offices, operating in or outside California, borrowing money, using a corporate seal, and seeking outside funding to support and expand the organization's services. All actions must follow applicable laws and the Corporation's governing documents. For more information, see the bylaws in the appendix.

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

Executive Leadership

The Executive Leadership Team at California Innovative Career Academy (CICA) provides the vision, expertise, and operational management necessary to sustain a high-quality learning environment that advances student achievement. Working under the authority of the Board of Directors, the Executive Cabinet—which includes the Executive Director, Deputy Directors, Director of Executive Services, Chief Business Officer, Director of Accountability and Assessment, and Director of Human Resources—oversees the development, implementation, and continuous evaluation of the school's core systems and policies.

The Cabinet is responsible for ensuring excellence across all operational and instructional domains, including finance, assessment, curriculum and instruction, facilities, human resources, compliance, and organizational accountability. Through collaborative leadership and data-driven decision-making, the Executive Leadership Team ensures that CICA remains faithful to its mission, responsive to student and community needs, and aligned with state and federal accountability requirements.

Governance Structure

CICA affirms that its Board of Directors serves as the sole governing authority of the Charter School. The Board holds ultimate responsibility for the governance and oversight of CICA, with

each member carrying a fiduciary duty to safeguard the long-term success and sustainability of the organization. The Board is charged with addressing all major governance and operational matters in accordance with applicable laws, Board policies, and the terms of the Charter. Key responsibilities include overseeing the school's financial health, ensuring proper expenditure and accountability of public funds, establishing general and curriculum-related policies, approving and monitoring the annual budget and financial procedures, and engaging in strategic planning and fundraising efforts. The Board is also responsible for the selection, evaluation, and, if necessary, dismissal of the Executive Director, as well as the approval and oversight of personnel policies. In addition, the Board works to build broad-based support and strategic partnerships that further the mission of the school. To fulfill its oversight role, the Board meets regularly to review academic and operational data, financial reports, and compliance documentation. Through these processes, it ensures alignment with the school's mission, holds leadership accountable, and monitors key performance indicators to drive continuous improvement.

CICA has adopted a conflict of interest code that complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school-specific conflicts of interest regulations. Notwithstanding any rule, regulation, provision, or Corporation Bylaw to the contrary, CICA's Board of Directors and the Charter School shall at all times and in all respects comply with all conflict of interests laws generally applicable to the District's Board of Trustees, including but not limited to Government Code section 1090 and the Political Reform Act. The Board further acknowledges and abides by governance requirements under the Brown Act, Public Records Act, and other applicable state laws. The responsibilities of the CICA Board as further outlined in the Bylaws include but are not limited to:

- Uphold the Vision of the Charter School.
- Oversee the implementation of the CICA's charter.
- Provide notice and hold meetings in compliance with the Brown Act.
- Create and implement goals for the Charter School.
- Ensure compliance with applicable law, such as the Public Records Act, and policies such as the Conflict of Interest Code.
- Provide oversight of instructional programs and materials.
- Approve and provide input for student policies.
- Monitor management of school liabilities, insurance, health, safety, and risk-related matters.
- Receive and review quarterly financial reports and the yearly financial audit.
- Work with the Executive Director to set goals.
- Enact policies to support the successful operation of CICA.
- Attend ethics training (AB 2158).

Board Committees

To deepen partner input into governance, the Board of Directors may form standing or ad hoc committees, in accordance with bylaws and applicable law. Committees may include representatives from staff, students, or community partners where appropriate, ensuring the school's governance remains inclusive and mission-aligned.

Educational Partner Involvement

Educational Partner Involvement Plan and Process
CICA affirms that the perspectives of students, staff, and community partners are essential to strong governance and continuous improvement. As an adult-serving charter school, student voice is central to shaping program design and school culture. The Board and leadership team actively solicit, value, and incorporate feedback from educational partners to ensure decisions remain responsive to the needs of CICA's diverse learning community.

As part of its continuous improvement efforts, California Innovative Career Academy (CICA) conducts Educational Partner (EdPartner) events throughout the year, beginning each fall with the distribution of staff and student climate surveys. Starting in the 2024–2025 school year, both surveys are administered via SurveyMonkey to enhance anonymity and encourage honest, constructive feedback.

The staff survey is distributed first and has seen steadily increasing participation, with 346 CICA staff and 13 Equity Initiatives staff responding in 2024–2025—up from 223 respondents the previous year—resulting in a participation rate of 92.76%. The survey includes questions across several key areas: mission, vision, and schoolwide goals; communication and leadership; workplace culture and environment; onboarding and support; compensation and benefits; digital tools and technology; professional development and growth; and curriculum and instruction. These categories are designed to assess organizational strengths and identify areas for growth. Survey results are presented to the HCCTS Board of Directors and shared with all staff through infographic posters displayed at every school site to promote transparency and engagement.

The student climate surveys are sent out to all students in eleven different language options. In the 2024-2025 school year, the survey was hosted on Survey Monkey which allowed for ease of use for students as well. Teachers are encouraged to have their students take the survey during class to increase participation.

CICA's student survey was available to students in 12 languages, including English, Spanish, Russian, Ukrainian, Dari, Pashto, Arabic, Chinese, Vietnamese, Armenian, Turkish, and Hmong, and resulted in 3,610 student responses, compared to 2,169 last year. In February 2024, CICA held the Reading with Relevance event to gather information on the curriculum and its impact. CICA engaged 36 educational partners during this event and had them participate in the Reading with Relevance Book Fair Impact Survey afterward.

During the Black History event in February 2024, CICA focused on engaging educational partners and collecting feedback. The Black History Month Assembly Feedback Form from February 2024 garnered 27 responses from educational partners.

During the Building a Community School Lunch and Dinner sessions, CICA concentrated on gathering suggestions for improvements in the domains of wellness, health, social-emotional support, additional academic opportunities, CTE, and community enhancements. CICA held discussions with educational partners, which resulted in 22 summarized responses on the Building a Community School survey.

In March 2024, CICA hosted a meeting with principals to gather their insights on the key challenges and opportunities for growth. Following the discussions, participants were requested to complete the Principal Feedback Survey, which provided subsequent data from 6 principals.

In April 2024, CICA sent out the Leadership Survey to collect the directors' feedback on the following categories: communication, job and role clarity, work environment, recognition, relationships, curriculum, and professional development. CICA has gathered responses that highlight the enhancements across the categories, alongside some challenges. Seven of the directors participated in the Survey.

In April 2024, CICA facilitated a Your Voice Matters event for CTE programs at the Grand Avenue campus. CICA engaged 42 educational partners and gathered feedback on strengths, improvement areas, and solutions.

In the 2023-2024 school year, CICA hosted four (4) educational partner events titled Your Voice Matters, compared to one in the previous year. The purpose of visiting more sites was to get more feedback from students with different needs at various school locations. For the 2023-2024 school year, CICA gathered educational partner feedback from a total of 830 including 26 responses from students who enrolled in the Equity Initiatives program at the “Your Voice Matters” events compared to 270 in the 2022-2023 school year. Combined with the all-staff climate surveys and student surveys, the principal meeting, leadership feedback survey, and other educational partner events, CICA engaged 4,926 while gathering educational partner feedback.

Each educational partner event had a facilitator and notetaker who led the discussion in three areas: school strengths, opportunities for growth, and possible solutions for improvement. The responses were recorded in Google Forms. CICA analyzed the data to identify growth areas and build the LCAP goals and actions. CICA found a high level of consistency in climate surveys and educational partner responses. After careful review, CICA used this feedback to determine where to increase and decrease spending.

CICA encourages students and staff to attend, speak, and present at Board meetings; CICA requests that students and staff complete various surveys. CICA proactively reaches out to students regularly to encourage them to meet with the counselors to continue discussing their goals and needs; and CICA is proudly responsive to the feedback CICA receives.

CICA encourages and teaches the students how to maintain direct influence over the direction of their educational process. Students have equal say, and sometimes, greater say, in their learning according to their academic needs. Teachers collaborate with students, other teachers, staff, administration, and community partners to determine what new programs and resources would be most beneficial to student achievement and well-being.

In planning to draft the LCAP, leadership consults with teachers, administrators, other school personnel, partners, and students in developing the annual update. This feedback is provided during EdPartner events. Following these events, the data is reviewed, proposals for a new funding formula are created and presented to the board of directors as well as the executive

cabinet. Goals are then amended based on recommendations provided from the school community. Amended plans are then presented for feedback to staff, students, and all other interested parties at regularly scheduled meetings. All stakeholders are invited to submit public comments and final plans are approved at a public board meeting. CICA will consider TRUSD recommendations and comments when drafting its LCAP. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget each year as part of a nonconsent item at a regularly scheduled Board meeting.

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

Element E Employee Qualifications

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

California Innovative Career Academy (CICA) is committed to recruiting and retaining professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional roles. All employees must align with the school's instructional philosophy, mission, and vision and demonstrate the expertise and commitment necessary to support student success.

In accordance with Education Code §47605(e)(1), CICA shall remain nonsectarian in its employment practices and operations. The Charter School shall not discriminate against any individual (employee or pupil) based on actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or any other characteristic contained in the definition of hate crimes set forth in Penal Code §422.55, or based on association with an individual who has any of the aforementioned characteristics.

Employee Positions And Qualifications

Hiring and Selection Process

CICA recognizes that excellent schools are built on excellent employees. All positions are filled through a recruitment and hiring process that ensures alignment with CICA's mission, compliance with state and federal law, and adherence to Board-adopted personnel policies.

- Job Descriptions: Every position is defined by a detailed, Board-approved job description outlining required qualifications, duties, and reporting structures.
- Applicant Screening: Human Resources (HR) prescreens all applicants via EdJoin.org to verify minimum qualifications. Only qualified applicants are advanced for interviews.
- Interviews and Recommendations: Panels may include administrators, staff, or community representatives, and applicants are evaluated using a structured rubric.
- Final Approval: HR and hiring managers recommend candidates to the Executive Director, who makes final hiring decisions.
- Nepotism Policy: Consistent with Board Policy 4212.8, relatives may not participate in hiring or evaluation processes where family members are involved.

Recruiting Qualified Teachers

CICA recruits well-qualified educators to our community by posting vacant teaching positions on the recruitment website www.edjoin.org, a third-party employment entity used throughout California and the greater United States as a central advertising location for many different educational organizations. Additionally, we attend the annual Teacher Recruitment Fair held each spring at Sacramento State University in order to meet with new teachers beginning their careers. This allows us to market our charter school as a competitive organization in which to

work. We also send out recruitment flyers to additional institutes of higher education in the surrounding area, per the school's staffing needs.

Employees
CICA recognizes that to have an excellent school, it must have excellent employees. CICA will draw upon the pool of excellent adult education teachers previously employed by Twin Rivers Adult Education. Proposed salaries and benefits for administrators, certificated faculty, and classified staff have all been modeled after the Twin Rivers' salary scales and employee contracts.

Employee Overview
All employees of CICA are committed to developing the social, civic, character, and academic potential of each student. All staff members possess experience and expertise appropriate for their position according to the CICA adopted personnel policies, and federal and state statutes applicable to charter schools. Selection and appointment of employees at CICA will be the exclusive prerogative of CICA.

CICA does not discriminate against any applicant on the basis of his/her race, creed, color, national origin, age, gender, gender expression, gender identity, disability, or any other basis prohibited by Education Code § 220. CICA shall comply with all applicable laws regarding criminal background checks, including Education Code § s 45125.1 and 44237.

Executive Team
The Executive Leadership Team provides the vision, management, and accountability systems necessary to ensure CICA's academic and operational success. Under the authority of the Board of Directors, the Executive Team designs and oversees schoolwide policies, systems, and compliance.

2025–2026 Executive Team

- Jonathan Raymond – Executive Director
- Mathew Lemos – Chief Business Official
- Teresa Cummings – Chief Operations Officer
- Eric Chapman – Chief Academic Officer

Job descriptions and resumes of the Executive Team are included in the Appendix.

Executive Director: Serves as the chief administrator responsible for the planning, operation, supervision, and evaluation of all educational programs, services, and facilities; hiring and performance management of personnel; oversight of finances and compliance reporting; and partnership development.

For more information on the resumes of each of the cabinet members and their job descriptions, see the appendix.

Executive Director
Our Executive Director assumes administrative responsibility and leadership for the planning,

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

Independent Study Compliance Coordinator
The CICA Independent Study Compliance Coordinator is responsible for overseeing the Independent Study (IS) Program and program compliance, including attendance accounting, documentation, and reporting. This is a classified administrative position. The CICA Independent Study Compliance Coordinator should possess a BS or BA degree from a recognized college institution, or a degree of a similar nature that is in alignment with the job of being an Independent Studies Supervisor. Background knowledge of Independent Study and its components related to State and local measures for accountability is essential. The Independent Studies Coordinator must have thorough knowledge of the school's SIS (Student Identification Systems, e.g., PowerSchool) and its use for guiding Independent Studies, as well as the ability to function independently and effectively. In this position, it is essential to meet critical timelines and reporting timelines associated with Independent Study. This person must also have the ability to use technology effectively with regard to communication, record keeping, and staff presentations associated with Independent Studies. The CICA Coordinator can communicate effectively and clearly both orally and in writing with a diverse staff and student population.

Counselor (Independent Study)
CICA Counselor will provide academic, college/career, and social-emotional counseling tailored to adult learners in an Independent Study environment. The Counselors identify and counsel students with special needs and behavioral, social, and school adjustment problems. CICA Counselors refer students to other community resources, support groups, and social service agencies as appropriate. At a minimum, CICA Counselors possess a Bachelor's Degree in Education or School Counseling with a 7-12th grade level certification, two (2) years of experience as a high school counselor, and a valid Pupil Personnel Services Credential with an academic school counseling emphasis.

Teachers (Independent Study)
CICA will comply with all applicable state and federal laws regarding teacher credentialing and qualifications. In accordance with Education Code §47605(l)(1), all CICA teachers must hold a valid California teaching certificate, permit, or other credential appropriate to their assignment, as issued by the California Commission on Teacher Credentialing (CCTC). Credential documentation will be maintained on file at CICA headquarters and made available for inspection by Twin Rivers Unified School District, which retains the right to review hiring

decisions to ensure compliance with federal and state mandates.

CICA teachers must hold the California teaching certificate, permit or other document required for the teacher's certificated assignment pursuant to Education Code § 47605(l)(1).
CICA hires only qualified teachers. Teachers are responsible for creating and sustaining a learning environment that supports California state standards and reflects CICA's educational philosophy, with a strong emphasis on meeting the unique needs of adult learners. Teachers hold a minimum of a bachelor's degree from a degree-granting institution and a valid authorization to serve as a California credentialed teacher from the California Commission on Teacher Credentialing (CCTC). Additionally, all teaching staff are qualified under the Elementary and Secondary Education Act (ESEA), also known as the Every Student Succeeds Act (ESSA), formerly known as the No Child Left Behind Act (NCLB). Accordingly, CICA teachers have:

1. A bachelor's degree from a degree-granting college or university.
2. A California State teaching credential, or a University Intern Credential while actively working toward completion of a California State teaching credential, or other Designated Subjects credentials.
3. Demonstrated subject matter competence.

Teacher Credentialing
HCCTS affirms that all classroom instruction must be provided by teachers who hold valid California teaching credentials, and that paraeducators may not serve as the teacher of record. In prior years, teachers at CICA held adult education credentials as recommended by the CTC and the San Diego County Office of Education. In February 2025, the CTC decided to enforce K-12 teaching credentials.

CICA has already implemented the following to improve compliance and accountability. In the 2024–2025 school year, HCCTS significantly changed its credentialing and staffing procedures. The school established a credentialing support team of internal staff and credentialing consultants and reviewed more than 300 staff profiles. Individual credential pathway plans were developed, and 269 one-on-one consultations were held with teachers. HCCTS launched a partnership with UMass Global to create an intern credential pathway with tuition coverage for staff and offered reimbursement for credential exam fees and coursework through Board Policy 4112.3: Teacher Credentialing Reimbursements. All staff with noncompliant assignments were notified, and instruction in July 2025 was suspended to allow credential corrections before the next school year.

Board Policy 4112.2 now requires all certificated staff to hold valid and appropriate credentials at the time of hire and to submit timely proof of renewal. In alignment with updated guidance from the CTC and CDE—and following the loss of DASS status—HCCTS has transitioned away from Adult Education credentials. All teachers are now required to hold single-subject or multiple-subject credentials.

To support compliance, HCCTS created a centralized credentialing dashboard and updated its use of Frontline to track credential status, staff evaluations, and assignment alignment.

Per Board Policy 4112.2, certificated employees must:

- Hold the appropriate credential for their assignment upon hire;
- Maintain active credentials and complete renewals as required;
- Adhere to applicable state and federal regulations;
- Submit proof of credential validity and renewal to Human Resources within required timelines.

For more information from the Board Policy 4112.2: Credentialing Requirements Communications, see the appendix.

Information Technology/Data Technician

CICA's IT technicians provide critical technology support for students and staff by diagnosing computer problems, monitoring systems, installing software, and maintaining digital tools. They also train staff and students to use instructional and administrative technology effectively.

Administrative Services Credentials

CICA encourages leaders to pursue Administrative Services Credentials through the Sacramento COE and San Diego COE. As of June 2025, fourteen (14) HCCTS employees have completed or enrolled in preliminary/clear administrative programs, including:

- Eric Chapman, Chief Academic Officer
- Teresa Cummings, Chief Operations Officer
- Mayra Valdivia, Senior Director of School Services
- Christina Martinez, Director of CTE, Workforce & Adult Education
- Andrew Michaud, Director of Instruction and Professional Learning
- Isa Cacho, Director of Student Services
- Melissa Roberson, Director of Accountability and Assessment
- Carol Zheng, Curriculum Coordinator
- Niccole Scrogins, Admin on Special Assignment
- Maya Freeman-Perry, CICA Principal
- Maria Pile, CICA Principal

Additionally, Catherine Thirkill (CASAS Coordinator) has been accepted into the next Sacramento COE cohort.

CICA has developed and adopted Board Policy 4331 – Administrative Credential Reimbursement, which outlines the reimbursement procedures for participation in approved credentialing programs. Additional details are provided in the appendix.

Evaluations

In the 2024–2025 school year, CICA adopted Board Policy 4115: Personnel Evaluation and Supervision, establishing a comprehensive evaluation system designed to promote continuous improvement, accountability, and alignment with the school's mission and goals. The policy applies to all certificated and classified staff and sets forth clear expectations for professional conduct, job performance, stakeholder engagement, and compliance with applicable laws and

policies.

Evaluations are conducted annually and may include classroom observations, self-assessments, formal performance appraisals, and collaborative goal-setting, depending on the employee's role. Supervisors are responsible for providing timely, constructive feedback, maintaining accurate documentation, and supporting employee growth through individualized development plans. All evaluation records are treated as confidential and maintained in personnel files in accordance with state and federal privacy requirements. (See Appendix for full Board Policy 4115: Personnel Evaluation and Supervision.)

To support this process, CICA uses Frontline, an integrated platform for payroll, employee evaluation, and professional learning management. Frontline enables the secure storage of all employee evaluations, monitors performance trends over time, and standardizes evaluation practices across the organization. The system also issues automated reminders to supervisors regarding evaluation deadlines, ensuring timely completion. All employees are required to review and electronically acknowledge their evaluations within the system, reinforcing accountability and transparency.

Instructional Paraeducators
Instructional paraeducators at California Innovative Career Academy (CICA) play a vital role in supporting certificated teachers by providing instructional assistance, linguistic support, and translation services for students. To ensure all paraeducators meet minimum qualifications, CICA requires a high school diploma or equivalent, successful completion of an English proficiency exam with a score of 70% or higher, and the ability to communicate effectively with diverse student populations. In alignment with state and federal requirements, CICA verifies educational qualifications and exam results during the hiring process and maintains documentation to ensure compliance.

Applicant Screening
All job applicants at CICA go through a rigorous pre-employment screening process to ensure they meet all requirements and qualifications for the role they are applying for. CICA uses the website Edjoin to post job openings. This is also where new applicants apply for positions. Within Edjoin, Human Resources is able to filter applications based on minimum qualifications before forwarding candidates to hiring managers. Only employees who meet these requirements are eligible for interviews. In alignment with Board Policy 4111, as part of the pre-employment job application, candidates must disclose any family relationships with existing employees to ensure that no relatives are involved in hiring decisions or placed in reporting relationships.

HCCTS Hiring and Anti-Nepotism Policy
To safeguard against nepotism or favoritism, HCCTS adopted Board Policy 4212.8, which prohibits relatives from participating in hiring or evaluation processes involving family members. Interviewers must complete disclosure forms, and all job postings, evaluations, and offers are now centrally tracked and reviewed by the HR department to ensure consistency and equity across the organization.

Organizational Chart & Job Descriptions

HCCTS maintains an up-to-date organizational chart that reflects current roles and reporting lines (See Org Chart). The organizational chart is reviewed and updated at least annually. During the 2024-2025 school year, HCCTS drafted and revised a total of 25 job descriptions. The purpose is to ensure role clarity for all employees and ensure there is consistency between the work performed, role requirements, and appropriate pay.

Hiring Process

1. **Position Authorization (Requisition Control)** The hiring process at California Innovative Career Academy (CICA) is designed to ensure consistency, transparency, and alignment with organizational needs and compliance standards. It begins with the submission of a Position Control Form (PCF) whenever a position needs to be backfilled or newly created. The PCF includes essential details such as the job description and a designated leadership contact and is reviewed weekly by the Executive Cabinet.

2. **Posting and Sourcing.** Upon approval and required signatures, the Human Resources team posts the position on EdJoin.org and other recruitment channels and also leverages partnerships with university preparation programs to broaden applicant pools.

3. **Screening.** Once posted, hiring managers review applicants within EdJoin by evaluating qualifications in relation to the job description. Candidates are categorized as prescreened, interviewed, or removed, providing a clear record of each applicant's status. Notes from prior interviews are required for third interview requests and must be documented either via email or directly in the EdJoin system. For current staff changes, such as promotions or changes in FTE, an EE Update—rather than a PCF—is submitted to accurately reflect the employee's new assignment. Altogether, this structured process supports effective hiring decisions while maintaining clarity, documentation, and compliance across the organization.

4. **Multi-step Interviews and Performance Tasks.**
   Qualified candidates proceed through multiple interviews (phone and panel). For instructional roles, candidates complete a demo lesson (live or video) to assess content knowledge, pedagogy, and responsiveness to feedback; stakeholder participation (e.g., administrators/teachers, and, when feasible, students or parents) may be included, with the Principal retaining final hiring authority.

Employee Positions

See appendix for the 2025 Organizational Chart.

Professional Development

In the 2024–2025 school year, CICA adopted Board Policy 4131: Professional Development to support the continuous growth of all staff. Professional learning is mission-aligned, equity-centered, and outcomes-focused, with explicit attention to legal and regulatory requirements. Offerings include in-service training, workshops, online modules, and compliance sessions. In accordance with Education Code 47605.1(f) and our WIOA partnership, HCCTS may conduct professional development at any location in California.

The Executive Director oversees alignment to the mission, vision, and strategic goals; the Chief Academic Officer (or designee) coordinates systemwide implementation. Department leaders and site teams co-design contextualized, job-embedded sessions that meet local needs while advancing CICA's strategic priorities. All staff are expected to engage actively in PD and apply their learning in practice. Participation is supported by funding priorities and travel reimbursement per Board Policy 350.

Annual Professional Development

Professional Development

In the 2024–2025 school year, CICA adopted a Professional Development Policy to support the continuous growth of all staff: 4131 BP Professional Development. The policy aligns professional learning with CICA's mission, vision, and strategic goals, with a focus on improving student outcomes and meeting legal and regulatory requirements.

CICA offers a variety of professional development opportunities, including in-service training, workshops, online modules, and compliance-focused sessions. In accordance with Education Code 47605.1(f) and its WIOA partnership, CICA may conduct professional development at any location in California.

The Executive Director oversees alignment and implementation, while leadership identifies needs and encourages staff participation. Employees are expected to engage actively and apply their learning. Funding is provided in line with organizational priorities, and travel is reimbursed per Board Policy 3350. CICA evaluates professional development effectiveness through staff feedback, performance data, and evidence of improved practice, with a commitment to equity and access for all staff.

In 2024-2025, CICA offered extensive internal and external professional development, covering topics like CPR, active shooter response, equity, SEL, and leadership. CICA provides two all-staff mandatory Professional Development opportunities throughout the year: three days in August and two days in May. All staff training includes Title IX training, Mandatory Reporter & Child Abuse Prevention Training, Sexual Harassment Prevention Training, FERPA, Workplace Violence Prevention Training, and Comprehensive School Site Safety Training.

Teachers and paraeducators receive training on assessments such as the California Science Test (CAST) and English Literacy and Civics (EL Civics) assessments, end-of-level assessments, and CASAS assessments. Additionally, teachers and paraeducators receive training on any curriculum updates and curriculum instructional strategies. Teachers in the process of getting their credential or who have their preliminary credential are assigned a mentor teacher and must meet with them regularly.

CICA recognizes the critical role of targeted professional development in fostering staff effectiveness and advancing organizational goals. While CICA offers all-staff professional development days to promote schoolwide alignment and collaboration, a dedicated portion of these days is intentionally reserved for department-specific professional development. This approach ensures that staff receive training that is both relevant to their roles and responsive to the unique needs of their departments.

To coordinate these efforts across departments, the Chief Academic Officer—or their designee—works collaboratively with department directors or lead team members to plan and implement tailored professional development sessions. This decentralized model promotes professional learning that is contextualized, job-embedded, and aligned with departmental objectives, while still supporting the broader mission and strategic priorities of CICA. For more information on department professional development, see the appendix.

Element F Health and Safety Procedures

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

That each employee of the charter school furnish the charter school with a criminal record summary as described in § 44237.

For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive of paragraph (2)of subdivision (a)of § 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of § 32282.

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

General Health and Safety Compliance

California Innovative Career Academy (CICA) shall comply with all applicable federal, state, and local laws relating to student and staff health, safety, and emergency preparedness. If CICA occupies or operates in a Twin Rivers Unified School District (TRUSD) facility, it shall adhere to all TRUSD health, safety, and emergency procedures and remain subject to inspection by relevant district offices.

Emergency Preparedness

Emergency Operations Guide

CICA's Emergency Operations Guide outlines protocols and responsibilities for responding to emergencies such as natural disasters, active shooter incidents, and hazardous material releases. The guide aligns with state law, assigns roles through the Incident Command System principles, and identifies all staff as disaster service workers and alternates. Staff must review the guide annually.

Emergency Drills and Staff Training

CICA conducts regular fire, lockdown, and evacuation drills at all campuses, in accordance with state regulations. All staff receive annual training in:

- Emergency response procedures
- Active shooter protocols
- CPR and First Aid certification
- Bloodborne pathogen exposure response

Staff agreements include a commitment to comply with emergency and safety procedures.

Emergency Safety Procedures

CICA shall adhere to the School Emergency Safety Procedures Handbook, drafted specifically

for the needs of its facilities. This handbook includes, but is not limited to, the following responses: fire, flood, earthquake, active shooter, and hostage situations.

Staff shall receive training in emergency response, including appropriate "School-wide Safety Plan" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the principal and, if there is merit to the concern, the principal shall direct the School Safety Plan to be modified accordingly.



Student Health and Medical Services

Administration of Medication
CICA complies with Education Code §49423 for administering medications. The school will:

- Maintain trained staff to administer medication
- Store emergency epinephrine auto-injectors per §49414 and AB 1651 (2023)
- Include injector locations in annual legal notices

If albuterol inhalers are stocked, CICA will meet all requirements under §49414.7, including storage, access, and staff training.

Health Screenings and Immunizations
CICA complies with all student health requirements, including:

- Tuberculosis (TB) clearance per §49406 for employees, volunteers, and vendors in frequent contact with students

- Immunizations and screenings per Health and Safety Code §§120325–120375 and Education Code §§49450 et seq.
- Maintenance of all health records on file

Suicide Prevention
CICA maintains and implements a pupil suicide prevention, intervention, and postvention policy pursuant to Education Code §215 and AB 58 (2021–22). The policy is developed and reviewed in consultation with stakeholders and school-employed mental-health professionals, reviewed and updated at least every five years, and aligned to current CDE guidance and best practices.

Mandated Reporting and Child Safety

Mandated Reporter Training
All CICA employees and individuals working on behalf of the Charter School are mandated reporters. As such, employees must complete annual child-abuse detection/reporting training annually that must occur:

- Within the first six weeks of each school year, or
- Within six weeks of employment for new hires

Training complies with Education Code §44691.

Criminal Background Checks and Custodian of Records
- CICA complies with Education Code §§44237, 45125.1, 44830.1, 45122.1, and 44030.5 by: Fingerprinting and clearing all employees prior to employment;
- Ensuring contracting entities certify required clearances for any staff with student contact;
- Clearing unsupervised volunteers have cleared background checks;
- Requesting and receiving subsequent arrest notification from DOJ;
- Maintain evidence of compliance on file

The Executive Director is designated and confirmed as the Custodian of Records with the California Department of Justice.

Facilities, Restrooms, and Hygiene

Menstrual Products
Per Education Code §35292.6, CICA shall stock menstrual products in all women's restrooms, all-gender restrooms, and at least one men's restroom. Required notices will be posted prominently in each location.

All-Gender Restrooms

By July 1, 2026, each school site with multiple gender-specific restrooms will maintain at least one all-gender restroom that is:

- Clearly identified and designated with appropriate signage;

- Accessible during school hours and school-sponsored functions; and
- Equipped to protect privacy and safety (e.g., appropriate partitions/fixtures and disposal receptacles).

Implementation is underway during the 2025–26 school year to ensure full compliance by the statutory deadline. Students and staff may use facilities consistent with their gender identity and are protected from discrimination and harassment in all restrooms.

Drug-, Alcohol-, and Smoke-Free Environment
CICA maintains a drug-free, alcohol-free, and smoke-free environment for all students, staff, and visitors. This prohibition includes tobacco, nicotine, and vaping/e-cigarette devices on all school property, in school vehicles, and at all school-sponsored events.

Counseling and Student Support

CICA provides comprehensive counseling that is proactive, data-informed, and aligned to student goals.

Academic, College, and Career Counseling
- *Individual & Small-Group Advising:* Counselors meet with students for graduation planning, credit audits, and SMART goal setting; progress is reviewed at scheduled checkpoints each term.
- *College & Training Pathways***:** Support includes application timelines, FAFSA/CADAA, placement options (noncredit, certificate, AA/AS, transfer), prior-learning/experience credit where applicable, and navigation of supports for adult learners.
- *Career Readiness:* Counselors connect students to CTE pathways, industry certifications, résumé and interview prep, and work-based learning; plans are aligned to local labor-market information.
- *Access & Equity:* Flexible appointment windows (in-person/virtual, multilingual) and outreach ensure working adults and caregivers can participate.

Social-Emotional Support
Staff across roles foster student social-emotional development through empathy, listening, and proactive referrals. Students needing additional support are connected to external mental health services when appropriate.

Legal Compliance Procedures

FERPA
CICA and its representatives comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code §49060 et seq

Unified Complaint Investigation Procedure
The Executive Director shall oversee the complaint and investigation process. Complaints unresolved at the site level will be addressed at the executive level.

CICA utilizes an anonymous complaint process through a third-party vendor called Navex. In the 2024-2025 school year, HCCTS partnered with Navex One to augment—not replace—the UCP, for anonymous or named reporting of concerns. Reports may be submitted via phone, web, or QR code. All Navex cases are logged, routed to HR for investigation, and closed with documented actions. Retaliation for good-faith reports is prohibited. (Internal practice statement.)

Human Trafficking Prevention
In accordance with Education Code requirements, CICA will inform parents/guardians of students in grades 6–12 about human trafficking prevention resources using the most appropriate methods.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Reference to Board Policies
CICA adheres to the following adopted Board Policies related to student health, safety, conduct, and non-discrimination:

- 5125 BP Student Records
- 5131 BP Student Conduct
- 5132 BP Student Dress Code
- 3542 BP Vehicle Use
- 5144 BP Student Discipline
- 5131.6 BP Alcohol and Other Drugs
- 5144.1 BP Suspension and Expulsion
- 5145.2 BP Student Freedom of Expression
- 5131.7 BP Weapons and Dangerous Instruments
- 1250 BP Registration of Visitors, Guests, and Outsiders
- 5142 BP Children on Campus and the Early Learning Center
- 3516 BP School Safety & Emergency Preparedness Plan
- 4212.8 BP - Anti-Nepotism and Employment of Relatives
- 4119.12 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5145.71 BP - Title IX Policy Prohibiting Discrimination on the Basis of Sex
- 5141.31 BP Health Examinations, Immunizations, and Oral Health Assessments
- 5145.3 BP Harassment, Discrimination, Intimidation, and Bullying Prevention

Comprehensive School Safety Plan
The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year. The CSSP will identify strategies and programs that maintain a high level of school safety and document CICA's procedures for complying with all applicable laws.
At minimum, the CSSP will address the safety topics by Education Code § 32282(a)(2)(A)-(N) including:

- Child abuse reporting procedures

- Routine and emergency disaster procedures
- Policies for students who committed an act under Education Code §48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code Education Code §49079
- Anti-discrimination and harassment policy consistent with Education Code § 200
- Provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe, orderly environment conductive to learning
- Rules and procedures on school discipline pursuant to Education Code §35291, 35291.5, and 47605
- Procedures for conducting tactical responses to criminal incidents
- Procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
- Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
- Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
- A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

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

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable,

and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code § 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

School Facility Safety
California Innovative Career Academy complies with Education Code §47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. CICA adheres to laws specific to charter schools on the local and state level regarding facilities. CICA agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code § 32001. If CICA is not operating under the safety plan of the facility where it is housed, it will implement its own school safety and disaster preparedness plan.

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code § 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum for at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code § 218.

SAFETY Act
Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats
The Charter School shall comply with all requirements under Education Code § §49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action or a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement immediately.

Gun Safety Notice
At the beginning of the first semester, the Charter School shall distribute a notice to the

parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety, utilizing the most updated model language published by the California Department of Education.

Athletic Programs
The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

Transportation Services
The Charter School shall comply with the requirements of AB 88 (2023-24) if applicable, relating to background checks, testing, and other requirements for individuals and firms providing transportation services to students.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

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

The name and contact information of the Charter School's Title IX Coordinator, including the Title IX Coordinator's phone number and email address.

The rights of the pupil and the public and the responsibilities of the Charter School, which includes, but is not limited to, internet web links to information about those rights and responsibilities located on the website of the Office for Equal Opportunity and the U.S. Department of Education Office of Civil Rights (OCR), and the list of rights specified in Education Code § 221.8.

A description of how to file a complaint under Title IX, which shall include all of the following:

A. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred, and how a complaint may be filed beyond the statute of limitations.
B. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including, but not limited to, web links to this information on the U.S. Department of Education OCR website.
C. A link to the U.S. Department of Education OCR complaint form, and the contact information for the office, including the phone number and email address for the office.

Element G Balanced Enrollment

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted." (Ed. Code § 47605(c)(5)(G).)

Assurances

CICA shall:

- Be nonsectarian in all programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any characteristic listed in Penal Code § 422.55.
- Admit all pupils who wish to attend to the extent that space allows; admission shall not be determined by place of residence except as otherwise required by law; and, if applications exceed capacity, offers of admission shall be made by public random drawing (lottery) consistent with Ed. Code § 47605(d)(2).
- **Apply any enrollment preferences** only as permitted by law and as stated in the charter; **preferences will not require mandatory parent volunteer hours** as a condition of admission (Ed. Code § 47605(e)(2)(B)(iv) **shall not limit access** for pupils protected by Ed. Code § 47605(e)(2)(B)(iii).
- Preferences, if given, shall not result in limiting enrollment access for pupils based on nationality, race, ethnicity, or sexual orientation; and shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, foster youth. (Education Code § 47605(e)(2)(B)(iii)).
- The charter school shall not discourage enrollment in the charter school, or encourage disenrollment/ transfer of a student from the charter school, for any reason, including but not limited to academic performance or any characteristics of the student listed under Education Code § 47605(e)(2)(B)(iii).
- Not request or require submission of a student's IEP, Section 504 plan, or other records prior to admission, participation in any lottery, any pre-enrollment event, or as a condition of enrollment; CICA may request only the information necessary to apply any admissions preferences stated in the charter.

Plan for Achieving and Maintaining Student Population Balance & How to Reach This Goal

(Racial/Ethnic, Students with Disabilities, and English Learners)

Element G Balanced Enrollment

California Innovative Career Academy (CICA) strives, through its recruitment and admissions practices, to achieve a racial and ethnic, special education, and English Learner balance among its students that reflects the general population residing within the territorial jurisdiction of the District. CICA maintains an open enrollment policy and does not discriminate based on any protected characteristic, including disability, gender, gender identity/expression, nationality, race/ethnicity, religion, sexual orientation, immigration status, or association with a protected class (Ed. Code §§220, 47605(e)). Students are considered for admission without regard to ethnicity, national origin, gender, gender expression, gender identity, disability, sexual orientation, or any of the characteristics listed in Education Code §220. These characteristics include actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or association with an individual who has any of these characteristics, as defined in Ed. Code § 422.55 of the Penal Code.

CICA will implement a coordinated advertising and recruitment strategy to ensure that all students are informed about the educational opportunities available. These efforts are ongoing throughout the year and are designed to reach a broad and diverse audience. In alignment with CICA's commitment to serving students from all ethnic and cultural backgrounds, a variety of advertising methods are used to promote equitable access and inclusive outreach.

Each year, CICA analyzes enrollment trends in order to optimize efforts to recruit and retain students. An informal designated committee, comprised of various stakeholders from the instructional, administrative, and operational areas of the school, meets regularly to develop a plan. Using both quantitative and qualitative feedback from the previous year—including student satisfaction surveys and non-mandatory exit interviews—the team identifies enrollment trends and their root causes, determines potential solutions, and generates strategies to implement and monitor those solutions in the following year.

Externally, CICA addresses retention and attrition through the development of student engagement systems and strategic partnerships that support teaching, learning, and student achievement. The school's student recruitment strategy includes, but is not limited to, the following elements to ensure a student population that reflects the District's diversity:

- An enrollment process with a clearly defined timeline that supports broad-based recruitment and application opportunities.
- Development of promotional and informational materials designed to appeal to a range of racial, ethnic, special education, and English Learner groups represented in the County.
- Distribution of materials to a variety of community organizations, including religious institutions, libraries, recreation centers, local businesses, middle schools, and faith-based groups that serve diverse populations.
- Production of promotional and informational materials in multiple languages, including but not limited to Farsi, Spanish, Russian, and Arabic, to ensure accessibility for limited English proficient populations.
- Use of advertising platforms that provide information to individuals whose primary language is not English.
- Publicizing enrollment and recruitment through local newspapers, online media, and

social media platforms, with continuous updates to reflect evolving technologies and communication trends.
- Presentations at multicultural events, including community fairs and other local gatherings.

Marketing: Advertising and Sponsorship to Increase Student Enrollment

Board Policy 1325, adopted in the 2024-2025 school year, establishes clear guidelines for how HCCTS/CICA uses marketing and sponsorships solely to inform prospective students about public, tuition-free educational opportunities and to advance equitable access to our programs. All advertising expenditures must align with the school's mission and strategic goals and demonstrate a meaningful return on investment. Advertising is intended to raise awareness of HCCTS programs, highlight the benefits of enrollment, and promote the school's values to prospective students in the broader community.

Annual Marketing Plan prepared by staff, aligned to mission and enrollment targets, and reviewed with the Executive Director; major spending and any sponsorships follow procurement rules and board-approved thresholds.

Advertising budget is reviewed annually; any campaign exceeding the internal threshold (e.g., $100,000) requires explicit Board authorization.

All materials must reflect our non-discrimination and open-enrollment assurances and may not request or imply a requirement to provide student records prior to admission (e.g., IEP/504).

Advertising efforts must clearly communicate the educational opportunities HCCTS offers—including adult high school diplomas, career preparation, and hands-on skill development—and use platforms that are cost-effective and aligned with the school's target audiences. All advertising must also comply with legal and ethical standards and adhere to brand identity guidelines to build recognition and trust within the community.

Additionally, advertising effectiveness is monitored and reviewed annually to ensure alignment with HCCTS's enrollment and engagement objectives, with quarterly reporting to the Executive Director and an annual summary to the Board. Board Policy 1325 codifies the outreach rigor and equity safeguards common to high-performing charters—multilingual, community-based recruitment; documented, transparent admissions; and routine Board oversight—while adding HCCTS's budget controls and ROI monitoring to ensure responsible stewardship of public funds. For full policy language and implementation procedures, see the appendix.

Element H Admissions Policies and Procedures

"Admission policies and procedures, consistent with [Education Code § 47605] subdivision." (e). (Ed. Code § 47605(c)(5)(H).)

Admission and Enrollment Requirements

California Innovative Career Academy is nonsectarian in its programs, admission policies, and all other operations. CICA will not discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, or association with an individual who has any of the aforementioned characteristics [Ed. Code § 47605(e)(1)]. CICA shall comply with all applicable laws governing minimum age requirements for registration in charter schools. The school shall not use any test, assessment, or interview to determine a student's eligibility for admission. However, following registration, all students may be administered diagnostic assessments, dubbed "placement tests," solely for the purpose of determining appropriate instructional placement. These assessments are used to inform grade-level placement and have no bearing on a student's eligibility for admission.

CICA admits all students who meet the following criteria:

- Demonstrate a desire to enroll in the academic program
- Fall within the categories the school is legally authorized to serve
- Meet the eligibility requirement of being age 22 or older under the exclusive WIOA agreement
- Students do not have a U.S. high school diploma
- Submit a timely application

Required Documents

- Proof of Identification
- Proof of California Address (may be covered by proof of identification)
- CICA Online Registration, which includes but not limited to the following:
    - Emergency Consent and Contact Information
    - National School Lunch Program Form (NSLP)
    - Home Language Survey
- CalJOBS Registration (Any forms required by a WIOA partner

Enrollment Period

Initial applications are accepted at any time during the school year. The CICA admission process consists of the completion of an online student registration form. The admission process also includes students to participate in orientation, grade level placement, and academic planning.

Education Exclusively in Partnership with the Workforce Investment Opportunity Act (WIOA)
Per Ed. Code §§ 47612.1 and 47605.1(f)(1), CICA provides instruction exclusively in partnership with the Workforce Investment Opportunity Act of 1998 through its partnership agreement with the Sacramento Employment and Training Agency (SETA) or other WIOA organization. As such, CICA only legally serves students who are receiving WIOA-funded services and does so under the terms of a Partnership Agreement. CICA will provide a copy of the Partnership Agreement to the District on or before July 1, 2019.

The SETA or other WIOA service provider will provide CICA students with the services specifically outlined in and attached hereto under "Tab 9—Workforce Agreements." CICA will provide the District with documentation that confirms SETA or other WIOA service provider is qualified and authorized to provide such services contemplated in the Partnership Agreement.

Not Possessing a U.S. High School Diploma
Students who have a U.S. high school diploma (also known as a "regular high school diploma") will not be admitted to Highlands Community Charter School. Students who possess a GED, CHSPE, foreign credential, or any other alternative degree that is not fully aligned with the academic standards of the State of California may be admitted.

CICA Proposed Lottery Process
If CICA receives registrations in excess of its enrollment capacity, the lottery process will be used to select admitted students. CICA will conduct a public random drawing facilitated by PowerSchool Enrollment School Choice, a third-party platform. The drawing will take place in a public setting at our Howe Campus, located at 1111 Howe Ave, Sacramento, CA 95842. The lottery will be held up to two weeks before the start of the school year. Notice of the random drawing will be provided through written postings at the school site and on the school's website.

The lottery is open to the public, and prospective students are encouraged to attend; however, they are not required to be present at the time of the drawing to be eligible for admission. Results will be communicated to prospective students.

The lottery will be conducted using student numbers assigned to each prospective student. As numbers are drawn, they will be displayed for everyone in attendance to see. Once all available seats for a specific grade level, site, and schedule preference (regular daytime or evening) have been filled, the designated staff member will announce that any additional students drawn will be placed on the waitlist. Students will be added to the waitlist for that grade level, site, and schedule preference (regular daytime or evening) in the order their numbers are drawn.

Waiting List Priorities
A waiting list will be implemented when the number of applications exceeds the enrollment capacity for a specific grade level, site, and schedule preference (regular daytime or evening). In the event of a lottery, admission will be offered to prospective students based on lottery results until capacity is reached. Once capacity is met, all remaining names drawn will be placed on a waiting list in the order they were selected.

New applicants who register after the lottery deadline will be offered a seat if space is available in their grade level, site, and schedule preference (regular daytime or evening), or they will be added to the waiting list in the order the application was received. As seats become available, they will be offered to students starting with the lowest numerical ranking on the waiting list.

Notifying Students of a Seat Offering
Once a seat becomes available for an applicant who has the lowest numerical ranking on the waiting list, the student will be contacted by the Registration department to confirm their seat. Any admitted students who decline an offered seat or who fail to confirm by the deadline will lose their position to the next applicant on the waiting list. The waiting list is kept on file at the school and is valid for the duration of the school year.

Documenting the Fair Execution of Lottery and Waitlist Procedures
Copies of lottery results and waiting list(s) are readily available for inspection at the school office. These records will be maintained by the Registration department.

Communicating to All Interested Parties
Applications are available digitally online on the CICA website. CICA advertises the open application period to the surrounding communities and also communicates the timeline, rules, and procedures for the lottery process if necessary. Typical methods for these communications include, but are not limited to, web advertising, newspaper and magazine ads, radio ads, home mailers, and flyers.

Element I Annual Financial Audits

"The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority." (Ed. Code § 47605(c)(5)(I).)

Accreditation

CICA has achieved a full six-year WASC accreditation through June 2030 with a mid-cycle visit scheduled during the 2026-2027 school year.

Annual Audit Procedures

Contracting with an Independent Auditor

California Innovative Career Academy (CICA) conducts an annual independent fiscal audit in compliance with Education Code § 47605(c)(5)(I) and 47605(m). All financial records are maintained in accordance with Generally Accepted Accounting Principles (GAAP), and audits are conducted in accordance with generally accepted auditing standards and the State Controller's K–12 Audit Guide.

In the 2024–2025 school year, the CICA Board of Directors adopted Board Policy 3581 – Data Retention and Record Management, which provides a comprehensive framework for the classification, retention, and secure disposal of records by staff, contractors, and affiliates. The policy applies to all administrative, financial, personnel, student, and instructional records, including communications in paper, digital, audio, or video format. This policy ensures that all audit-related documentation is properly maintained and readily accessible. For additional details, refer to the appendix entry for BP 3581.

Audit Timeline Overview

In alignment with Board Policy 3100 – Budget Development and Oversight, audit procedures are embedded in the school's annual budget cycle and financial governance structure. Each spring, the Executive Director and Chief Business Official (CBO) recommend an independent auditor for approval by the Board of Directors. Following the close of the fiscal year, the CBO finalizes and closes the books, compiles the necessary financial documentation, and coordinates with the independent auditor to conduct the audit.

Upon completion, the auditor prepares a report, which is formally presented to the Board of Directors. The Executive Director and CBO review any audit findings or exceptions and coordinate the necessary corrective actions. In accordance with statutory deadlines, the finalized audit report is submitted to the charter authorizer (Twin Rivers Unified School District), the Sacramento County Superintendent of Schools, the State Controller's Office, and the California Department of Education (CDE) by December 15 of each year. For additional detail, see appendix reference BP 3100.

Audit Completion Timeline

The audit is expected to be finalized within six months of the fiscal year's end. The Board of Directors formally reviews each year's audit findings and takes appropriate action to ensure full compliance with state and federal requirements.

Selection Criteria for Independent Auditors
The selected auditor must be a Certified Public Accountant (CPA) with experience in public school and charter school finance and must be listed as an approved audit provider by the State Controller. CICA is solely responsible for all associated audit costs. Where applicable, the audit scope will include federal compliance elements outlined in Office of Management and Budget (OMB) Circulars and related federal guidelines.

Resolution of Audit Findings
Any audit exceptions or deficiencies are first reviewed by the CICA Audit Committee, which provides formal recommendations to the Board of Directors. The Board submits a written report to the charter authorizer describing how identified findings have been addressed, along with supporting documentation. In cases where findings remain unresolved at the time of submission, the report includes a corrective action plan and projected timeline for resolution. CICA aims to address all audit findings within six months. Disputes regarding the resolution of audit findings will follow the dispute resolution procedures set forth in this charter.

Upon receipt of the draft audit and management letter, the CEO/CBO prepares a written Corrective Action Plan (CAP) that, for each finding, identifies the root cause, required remedial actions, responsible owner, resources, and a target completion date.

Audit Committee Review & Board Action
The CICA Audit Committee reviews the CAP and forwards recommendations to the Board of Directors for approval. The CAP remains on the Board's agenda for status reporting each meeting until all items are closed.

Authorizer Notification & Documentation
Within 30 days of Board acceptance, CICA submits to the charter authorizer a written report describing how each finding has been addressed or will be addressed, with supporting documentation. If any item is not yet resolved, the submission includes the Board-approved CAP and projected completion dates.

Timelines & Monitoring
CICA aims to fully resolve audit findings within six months of audit issuance. Progress is monitored against milestones; if delays arise, management provides revised timelines and interim controls to the Audit Committee and Board.

Material Weaknesses/Significant Deficiencies

Any material weakness or significant deficiency triggers immediate Board notification, expedited remediation steps, and—if warranted—the engagement of external advisors to strengthen internal controls.

Public Access and Appeals
Audit reports are public records and will be made available upon request. Any audit appeals or requests for summary review will be submitted to the Education Audit Appeals Panel (EAAP) in accordance with applicable law.

Element J Suspension and Expulsion Procedures

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion

notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." Education Code § 47605(c)(5)(J).

School Climate And Student Discipline System

Highlands Community Charter and Technical Schools (HCCTS) has adopted 5144.1 Suspension and Expulsion Board Policy to promote student learning and maintain a safe and supportive learning environment—whether in-person or remote. The policy is closely aligned with California Education Code § 48900 et seq. and is reviewed annually for updates. Disciplinary actions, including suspension, expulsion, or involuntary removal, are applied fairly and consistently and are clearly outlined in the Student Handbook. Students and families receive written notice of these policies upon enrollment. The policy prohibits corporal punishment and outlines due process protections for all students, including those with disabilities or Section 504 plans. Involuntary removal requires written notice in the student's native language and an opportunity for a hearing. Students remain enrolled during the hearing process unless suspended or expelled for misconduct. For more information about Board Policy 5144.1, see the appendix.

CICA Discipline Philosophy

California Innovative Career Academy prides itself on meeting student needs and developing action plans to address extenuating circumstances as they arise, recognizing that many students come to the organization due to hardships that have prevented the fulfillment of their educational goals. By addressing the needs of each student directly, barriers to student success are removed.

CICA implements a philosophy that all students deserve a second chance by providing services that include individual one-on-one student counseling, a drug and alcohol rehabilitation and prevention support group called Clear Connections that meets twice a week, and a Positive Direction support group that meets once a week which focuses on a different student success theme per month. We also provide services that address criminal history and homelessness if these occurrences impede student attendance. Additional addressing of student needs include a transportation plan for adults who do not have vehicle access to and from school, a clothing and food closet for those students who are lacking basic necessities, and free child care for those students who are not able to attend class due to young children between the ages of 2 and 5 who are not school age eligible.

CICA encourages the utilization of these services to prevent student disenrollment, suspension, or expulsion when applicable. Should a disciplinary action be required, Student Success Team meetings (SSTs) and 504 plan meetings (when applicable) are organized to review the student's individual extenuating circumstances. Counselors, teachers, directors, and other assigned personnel assist in addressing student needs by creating an action plan for both the staff and the student.

School-Wide Positive Behavior Intervention and Support

The Student Success Team (SST) is a problem-solving and coordinating structure that assists students, teachers, staff, and community partners to develop positive solutions for maximizing student potential. It provides an opportunity for school staff, the adult student, community agencies, and other important people to present their concerns about an individual student. The SST focuses in-depth on one student at a time and invites the adult student to participate in

finding solutions. Through discussion and study, they plan a positive course of action and assign responsibilities, as well as monitor the results of a student. This process informs individual actions for students, including referral to the formal SST process and class-wide actions to address issues such as use of class resources, behavior management, and classroom modifications.

The following is implemented during the time of behavioral intervention:

- Asset-Based Delivery: The SST always starts with a discussion of a student's strengths/assets and develops solutions that build on these strengths
- Problem Solving: The SST gathers background information regarding the student in the areas of school, home, family, health, and collaboratively brainstorms solutions to address areas of concern.
- Service Coordination: An action plan is developed for interventions, with support implemented and designed to address the students' needs; team members are assigned responsibilities for action items.
- Monitor Results: Action items are monitored, and a follow-up SST meeting is scheduled to review the results/outcomes of interventions, make adjustments, and continue to strategize positive solutions to ensure student success.

The coordination of interventions at school, home, and the community improves student learning and provides focused, positive support to teachers, students, and staff. An SST can help students who are facing significant concerns relating to:

- Academics
- Attendance problems
- Behavioral/emotional issues
- Consideration for 504 services
- Retention
- Health issues (including substance abuse)
- Social adjustment

Tiered Behavior Intervention

Members of a Student Support Team:

- The Adult Student is always invited to participate in the decisions of their own education and goal setting.
- Designated administrator
- Teacher(s)
- Resource personnel or specialists, such as community outreach consultants, social workers, probation officers, community resources representatives, or mental health consultants
- Others invited as appropriate

All SST team members are active contributors, and the process defines special roles that some members of the team must fill to achieve the greatest positive outcome. Team members may change roles from one SST meeting to the next. However, during any meeting, each team member's role is clearly defined before the meeting begins and then maintained throughout that meeting.

Facilitator
This person facilitates the work of the team and is the SST coordinator/leader. The success of the team depends largely on this person, who guides the flow of the meeting and coordinates logistics before and after the meeting.

The facilitator directs but does not dominate the SST meetings, eliciting the most helpful contributions of the group and, most importantly, keeping a positive tone at the meeting. The facilitator directs the process with respect for all members and accommodates the needs of the group. The facilitator reassures and supports the efforts of colleagues and students.

Recorder
The recorder is responsible for documenting the SST meeting discussion, including students' strengths, concerns, interventions, action items, and results. The recorder does this by using the Student Success Plan form or the Student Success Plan Follow-up Form.

Team Member
An effective team member is a positive contributor to the work of the team. The team members participate but do not control the flow of the meeting. Members come prepared with information about the student. Contributions that address difficult problem areas are positive, looking at constructive solutions, rather than characterizing, blaming, or stereotyping. Interventions are linked to the student's strengths.

The Adult Student as a Team Member
The Adult student is a full-fledged member of the SST, and they are always included. At the SST the student can share his/her perspective and concerns, contribute critical problem-related information from home, and share effective and ineffective home interventions. Many times, the adult student can clarify questions for the team and participate in the implementation of strategies developed by the whole team.

Outreach to Students
When connecting with students, care must be taken to ensure the most positive experience possible. Reaching out to and engaging the student is a key element in making the SST process successful. This effort involves much more than sending a written notice of a meeting or making a simple phone call. It involves extending oneself as a representative of the school and serving as a bridge for the student to the classroom and the larger school environment.

Adult students often resist this engagement. The barriers they present to any involvement may mask deeper fears or concerns. Being a student with school or social concerns can cause the student to have feelings of defensiveness or guilt. Many students may feel they will be unfairly attacked or made to feel worse than they already do in an SST meeting. They may have had former experiences with school meetings that were not successful, or they were not kept well informed, and they may be reluctant to trust another meeting at school.

The person performing the outreach/engagement role must be sensitive to these issues. Information about the purpose of the meeting must be presented with an emphasis on the shared concerns and responsibilities. An explanation of the SST process must be provided, emphasizing

that the process is a collaborative strategy that builds upon the student's strengths to attain the highest degree of success for the student. The student must also be allowed to ask any questions or share any concerns s/he may have with the upcoming meeting.

Adult students may also have time, work, child care, or transportation issues that prevent participation in the meeting. The SST process must include support for students to accommodate these very real issues. Any support provided has both symbolic and concrete meaning to students and contributes to the success of the meeting for both students and team members.

Restorative Justice Practices
Student Success Team Follow-up Practices: The action plan created at the SST meeting is only as good as the follow-up practices that ensure its implementation.

Steps for Implementation:

Case Management

It is very important to clearly define in the Student Success Plan who is responsible for each "action item" and to designate the administrator in charge of monitoring the implementation of the plan. This creates an accountability system that is monitored and reviewed when the team comes together again for the Follow-up SST meeting(s).

Case manager tasks may include:

meeting with the student and with the teacher regarding the action plan,
making phone calls and/or sending reminder notes to team members regarding action items, and/or helping students and their families follow through with referrals to on-site and community-based services.

Feedback to the Referral Source

The administrator, or a designated member, provides the referral source with feedback promptly after the initial SST meeting. Even when the referral source is unable to attend the SST meeting, it is beneficial to involve them in some ownership of the plan, particularly classroom strategies, modifications, and adaptations.

Student/Family Support

Working with students to be a part of the plan and to undertake actions on their own behalf is an important part of the follow-up. Students are empowered to take ownership of their action plans, with ongoing check-ins offered as needed. During the SST meeting, the student is an equal partner in developing the action plan. The assigned administrator or another staff member who has a relationship with the student may want to check in with the student periodically to offer support toward implementing action items.

Follow-Up SST Meetings / Ongoing monitoring of student progress

At the end of every initial SST, a follow-up SST meeting date is set, preferably within 4-6 weeks. At the follow-up SST meeting action items are reviewed and student progress is discussed. The follow-up SST meeting is documented on the Student Success Plan

Follow-up Form. The action plan may need to be modified and additional interventions added depending on student progress.

Communicating, Teaching, and Modeling: Suspension Alternatives through Professional Development

Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. CICA staff are trained and annually review de-escalation strategies for students in crises. These strategies focus on developing relationships with students, identifying and avoiding, when possible, triggers for undesirable behavior, and stabilize students who have been triggered safely through the use of de-escalation techniques.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians[3], during assigned time for supervised academic support or restorative conferencing, either virtually or in person., community service, use of alternative educational environments, suspension, expulsion, and involuntary removal.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Pupil Suspension and Expulsion Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

Suspended or expelled students shall be excluded from learning opportunities, meetings, and optional program events during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom CICA has a basis of knowledge of a suspected disability pursuant to the IDEIA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. CICA will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom CICA has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students and shall notify the District of the same.

No student shall be involuntarily removed by the Charter School for any reason unless the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student initiates the

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.

As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

In-School Suspension

Authorization and Implementation of In-School Suspensions

In-school suspension at CICA is structured through enrollment in the school's targeted support track within the Independent Study Program. This track includes mandatory advisor check-ins, access to credit recovery resources, and scheduled tutoring—either in person or virtually—as appropriate. CICA offers in-school suspension as a means of reducing time missed from learning for behavioral issues. Should the need for in-school suspension arise due to a violation of student conduct violations, as defined by the California Innovative Career Academy's Student Handbook, in-school suspension will be served through the enrollment of and attendance in the California Innovative Career Academy Alternative Education/Independent Study Program. An assigned advisor will work with the student to arrange a schedule for the student to engage in credit recovery and after-school tutoring as needed to ensure she is able to keep up with his/her school work while on suspension. Grounds for in-school suspension shall not exceed grounds for expulsion as defined by the Student Expulsion policy. Notification procedures and the maximum number of days for in-school suspension per incident as well as academic year are the same as out-of-school suspensions.

To ensure that CICA adequately provide safety for students, staff, and visitors to the school and serve the best interests of students, in-school suspension will not be offered to any student who:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence,
- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel, or
- Made terrorist threats against school officials or school property, or both.

Grounds For Suspension And Expulsion

Scope of Disciplinary Jurisdiction

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including but not limited to: a) while on any school-affiliated site, including learning centers, during in-person appointments, or participating in any school-sponsored activity, whether virtual or in person; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Suspension Offenses

Discretionary Suspension Offenses

Students may be suspended for any of the following acts when it is determined the student:

A. Caused, attempted to cause, or threatened to cause physical injury to another person.

B. Willfully used force of violence upon the person of another, except self-defense.
C. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
D. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage, or intoxicant.
E. Committed or attempted to commit robbery or extortion.
F. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
G. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
H. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a student.
I. Committed an obscene act or engaged in habitual profanity or vulgarity.
J. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
K. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
L. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
M. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
N. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
O. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
P. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the

person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family. Students may be also recommended for expulsion for conduct described in this provision.

Q. Committed sexual harassment, as defined in Education Code § 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

R. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

S. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students, in a sufficiently severe or pervasive nature, to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 4 to 12, inclusive. Students may be also recommended for expulsion for conduct described in this provision.

T. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act (defined as the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, or an act of cyber sexual bullying, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager) directed specifically toward a student or school personnel.
    1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including acts one or more acts committed by a student or group of students which would be deemed sexual harassment, hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
        ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
        iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
   i. A message, text, sound, video or image.
   ii. A post on a social network Internet website including, but not limited to:
      a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
      b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
      c. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness of attributes of an actual student other than the student who created the false profile.
   iii. An act of cyber bullying.
      a. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
      b. For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

U. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to

have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (A) and (B).

V. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.
W. Cheated on school classwork or otherwise has acted in an unethical manner as determined by the Administration based upon school policies and guidelines.

Non-Discretionary Suspension Offenses/Non-Discretionary Expulsion Offenses
Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence.
B. Brandished a knife at another person
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

Out-Of-School Suspension Procedures

Suspension Authority
CICA will ensure that the process for investigating incidents and collecting evidence will be fair and thorough before a student is suspended. A student may only be suspended by the Executive Director's and/or Chief Academic Officer, or in the case of the Executive Director and Chief Academic Officer's absence or inability to carry out proper suspension procedures, an assigned designee.

Conference
Suspension will be preceded, if possible, by a conference conducted by the Executive Director's and/or Chief Academic Officer or an assigned designee with the student and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director's and/or Chief Academic Officer and Instruction or assigned designee.
The conference may be omitted if the Executive Director's and/or Director of Curriculum and Instruction or an assigned designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety, or health of students or charter school personnel. If a student is suspended without this conference, the student will be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student will be informed of the reason for the disciplinary action, including the other means of correction that were attempted before the suspension, and the evidence against him or her and will be given a meaningful opportunity to present his or her version and evidence in his or her defense. This conference will be held within two school days, unless the student waives this right or is physically unable to attend for any reason, including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student at the conference.

Student Notification
Students will have due process rights with regard to suspensions and expulsions. At the time of the suspension, an administrator or designee will make a reasonable effort to contact the student by telephone or in person. Initial contact will be followed by a written notice. This notice will state the specific offense(s) committed by the student. In addition, the notice will also state the date and time the student may return to school.

Maximum Suspension
The length of the suspension will be determined by the Executive Director and/or the Chief Academic Officer or an assigned designee based on the severity of the offense(s), as evidenced by witness statements, physical evidence, and other relevant factors. For students with IEPs, the students SST team will consult with the Executive Director and/or the Chief Academic Officer or an assigned designee on additional factors that are relevant to the decision. The length of suspension for students may not exceed a period of 5 consecutive days per suspension. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year.

Meaningful Education for Suspended Students
A student on suspension will be provided meaningful access to education during the term of the suspension. An advisor of the suspended student will collect and provide the student with classroom material and current assignments to be completed at home during the length of the suspension. Missed tests will also be coordinated to be completed either at home or upon return. Written notification listing all required assignments will be given to the student and all needed materials will be left in the front office.

In accordance with Education Code § 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code § 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Suspension Pending the Outcome of an Expulsion Process

Upon a recommendation of expulsion by the Executive Director and/or the Chief Academic Officer or Administrative Panel, the student or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Chief Academic Officer or Administrative Panel upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others or property. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing. The maximum number of days a student may be suspended is thirty days (30) unless the expulsion hearing is postponed for good cause, in which case the suspension could be extended further. Procedures for providing a student on suspension with meaningful access to education during the term of the suspension pending the outcome of an expulsion process is outlined above in the section titled, "In School Suspension."

Expulsion Procedures

Prior to making an expulsion recommendation, students will be provided adequate notice of the reason for disciplinary actions and a meaningful opportunity to be heard by invitation to a conference to determine if the student should be placed on suspension or if an existing suspension for the student should be extended pending an expulsion hearing. This determination will be made by the Executive Director and/or Director of Chief Academic Officer (or assigned designee) upon either of the following findings:

- The student's presence will likely be disruptive to the educational process
- The student poses a threat or danger to others or property.

Upon this determination, the student placed on suspension or will have his/her suspension extended pending the results of an expulsion hearing.

Students will be recommended for expulsion if at least one of the following findings may be substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Authority to Expel

As required by Education Code § 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law. A student may be expelled either by the CICA Board following a hearing before it or by the CICA Board upon the recommendation of the Executive Director and/or the Chief Academic Officer or a neutral and impartial Administrative Panel may be assigned by the Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the student nor a Board member of the Charter School's governing board. The Executive Director and/or the Chief Academic Officer or Administrative

Panel may recommend expulsion of any student found to have committed an expellable offense, and the CICA Board of Directors shall make the final determination.

Mandatory Recommendation for Expulsion
Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the student:

A. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director's and/or Director of Curriculum and Instruction (or assigned designee's) concurrence. Possession of an imitation firearm is not an offense for which suspension or expulsion is mandatory.
B. Brandished a knife at another person.
C. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053-11058.
D. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined by Penal Code Section 243.4.
E. Possession of an explosive.

If it is determined by the Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such a term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.
A decision to expel a pupil shall be based on a finding that other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or that due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

Discretionary Recommendation for Expulsion
Students shall be recommended for expulsion, unless the Executive Director or the Executive Director's designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the following acts:

A. Causing serious physical injury to another person, except in self-defense.
B. Possession of any knife or other dangerous object of no reasonable use to the pupil.

C. Unlawfully possessing any controlled substance, as defined in Health and Safety Code Sections 11053-11058 except for either the first offense of possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis, or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil be a physician.
D. Robbery or extortion.
E. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any Charter School employee.

Expulsion Procedures
Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing will be held within thirty (30) school days after the Executive Director and/or the Chief Academic Officer or an Administrative Panel or designee determines that the student has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the student at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing,
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based,
3. A copy of CICA disciplinary rules which relate to the alleged violation,
4. Notification of the student's obligation to provide information about the student's status at CICA to any other school district or school to which the student seeks enrollment,
5. The opportunity for the student to appear in person or to employ and be represented by counsel or a non-attorney advisor,
6. The right to inspect and obtain copies of all documents to be used at the hearing,
7. The opportunity to confront and question all witnesses who testify at the hearing, and
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

Reasonable accommodations, including language support for a student who has a primary language other than English will be made available at the hearing, upon request.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses
CICA may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the CICA Board or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time s/he testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. CICA must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which s/he may leave the hearing room.
4. The person or panel conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.The person or panel conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours s/he is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person or panel conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
6. If one or both of the support persons is also a witness, CICA must present evidence that the witness' presence is both desired by the witness and will be helpful to CICA. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom s/he believes is prompting, swaying, or influencing the witness.
7. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made,

the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing
A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence
While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board, Panel or designee determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

If the Administrative Panel decides not to recommend expulsion, the student shall immediately be returned to his/her educational program.

Written Notice to Expel
The Executive Director and/or the Chief Academic Officer or an Administrative Panel, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's obligation to inform any new district in which the student seeks to enroll of the student's status with CICA.

The Executive Director and/or the Chief Academic Officer or an Administrative Panel, shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall

include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records
CICA shall maintain records of all student suspensions and expulsions at CICA. Such records shall be made available to the authorizer upon request.

No Right to Appeal
The student shall have no right of appeal from expulsion from CICA as CICA Board's decision to expel shall be final.

Expelled Students/Alternative Education
CICA shall ensure that students suspended from CICA are provided with an appropriate alternative educational program (class work and homework assignments, etc.) during the period of the student's suspension from school. Whenever a student is expelled from CICA, CICA shall notify the student and the student in writing of the student's duty to attend the public school district in which the residency of either the parent or legal guardian is located. CICA shall also notify the public school district in which the residency of either the parent or legal guardian is located whenever a student is expelled from CICA.

Rehabilitation Plans
Rehabilitation Plans, Criteria, and Expulsion
Students who are expelled from CICA shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to CICA for readmission.

Readmission
The decision to readmit a student or to admit a previously expelled student from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director or designee and the student and guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The student's readmission is also contingent upon CICA capacity at the time the student seeks readmission.

Notice to Teachers
The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code § 49079 and the corresponding enumerated offenses set forth above.

Element K Employee Retirement Systems

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." (Ed. Code § 47605(c)(5)(K).)

Retirement Systems for Certificated, Classified, and Other Staff Members

All full-time certificated employees at California Innovative Career Academy (CICA) participate in a qualified retirement plan, including, but not limited to, the State Teachers Retirement System (STRS) or the federal Social Security system based on their eligibility to participate. CICA teachers participate in STRS. Non-certificated/classified staff participate in a 401a defined contribution plan.

CICA employees may be eligible to participate in school-sponsored retirement and benefit plans, as outlined in policies adopted by the Board of Directors. In the event that the Internal Revenue Service enacts regulations prohibiting nonprofit entities from participating in publicly funded retirement systems such as the California State Teachers' Retirement System (CalSTRS), employees will instead be enrolled in Social Security and/or an alternative employer-sponsored retirement plan approved by the CICA Board. Prospective employees are informed of their retirement system options during the application process and advised that employment with CICA may affect their eligibility for continued participation in a previous retirement system. The Executive Director is responsible for ensuring appropriate retirement coverage is arranged for all staff. To support recruitment and retention of highly qualified personnel, CICA offers a competitive compensation and benefits package that reflects market conditions and professional experience.

STRS reporting is conducted in collaboration with Charter Impact, CICA's contracted fiscal services provider specializing in payroll taxes and CalSTRS compliance. While contributions and deductions are processed through CICA's internal payroll department, Charter Impact oversees all reporting, auditing, and submission of required documentation to CalSTRS. The CICA Finance Department performs regular reconciliations to ensure accuracy and alignment with STRS liability reporting cycles.

Element L Public School Attendance Alternatives

"The public school attendance alternatives for students residing within the school district who choose not to attend charter schools." (Ed. Code § 47605(c)(5)(L).)

Informing Students of Public School Attendance Alternatives

No student may be required to attend California Innovative Career Academy (CICA). Students who reside within the District who choose not to attend CICA may attend school according to District policy or at another school district or school within the District in accordance with existing enrollment and transfer policies of their district or county of residence. Each student enrolled in CICA is informed on admissions forms that the students have no right to admission in a particular school of a local education agency (or program of any local education agency) as a consequence of enrollment in CICA, except to the extent that such a right is extended by the local education agency. This information is also communicated to families through orientation materials and enrollment staff, who are available to answer questions and provide support in multiple languages as needed.

Element M Rights of District Employees

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." (Ed. Code § 47605(c)(5)(M).)

No public school employee will be required to work at CICA. Employees of the District who choose to leave the employment of the District to work in the Charter School will have no automatic rights of return to the District after employment by CICA unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District.

All employees of CICA will be considered the exclusive employees of CICA and not of Twin Rivers (TRUSD), for the purposes of the Education Employment Relations Act, unless otherwise mutually agreed in writing. Employment by CICA provides no rights of employment at any other entity, including any rights in the case of closure of CICA.

CICA has a board approved Employee Handbook which outlines employee rights as well as employee responsibilities. The Employee Handbook for 2024-2025 is linked in the appendix.

Employee Representation

Governing Law: The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.
--California Education Code § 47605 (c) (6).

CICA shall be deemed the exclusive public school employer of the employees of CICA for the purposes of the Education Employment Relations Act ("EERA"). CICA shall comply with the EERA.

CICA is independent from Twin Rivers Unified School District, and any District employees who choose to work at CICA shall resign their status as employees of Twin Rivers Unified School District or other school district and all of their rights and benefits thereof. All persons employed by CICA shall not be deemed to be employees of Twin Rivers Unified School District for any purpose whatsoever. CICA employees shall have no employment rights of any kind with Twin Rivers Unified School District.

CICA will develop and maintain an Employee Handbook detailing the rights and responsibilities of all CICA employees and shall comply with all anti-discrimination and sexual harassment employment laws applicable to public agencies. On or before the first day of operation, and by August 1 of each subsequent year, CICA shall provide Twin Rivers Unified School District with two (2) copies of the Employee Handbook. CICA shall annually update and revise the Employee

Handbook to reflect changes in the law and/or policies. CICA shall be solely responsible for the hiring and compensation of CICA employees, including but not limited to, salary, health benefits, sick leave, vacation, and retirement benefits. Twin Rivers Unified School District shall have no obligation to provide beginning teacher support or assessment to any CICA teacher or employee.

Governing Law: Except for the requirement that a pupil be a California resident, subdivision (b) of Section 47612 shall not apply to a charter school program that provides instruction exclusively in partnership with any of the following:

- The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101, et seq.).
- Federally affiliated Youth Build programs.
- Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14406 or 14507.5 of the Public Resources Code.

-- California Education Code § 47612.1.

Governing Law: Notwithstanding any other provision of law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:

- The federal Workforce Investment Act of 1998 (29 U.S.C. Sec. 3101 et seq.).
- Federally affiliated Youth Build programs.
- Federal job corps training or instruction provided pursuant to a memorandum of understanding with the federal provider.
- The California Conservation Corps or local conservation corps certified by the California Conservation Corps pursuant to Sections 14507.5 or 14406 of the Public Resources Code.
- Instruction provided to juvenile court school pupils pursuant to subdivision (b) of Section 42238.18 or pursuant to Section 1981 for individuals who are placed in a residential facility.

-- California Education Code § 47605.1 (f).

Element N Mandatory Dispute Resolution

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." (Ed. Code § 47605(c)(5)(N).)

Disputes Arising from within CICA

It is the intent of Twin Rivers Unified School District and CICA that complaints and disputes be resolved quickly and informally in an atmosphere of cooperation whenever possible.

Complaints regarding the operation of CICA, which do not involve Twin Rivers Unified School District liability or issues of student health or safety, will be forwarded to CICA for processing according to procedures adopted by CICA, prior to being addressed by Twin Rivers Unified School District. CICA procedures shall include reasonably expeditious timelines and a full opportunity for parents/guardians of any students who are minors directly affected to express their concerns. Twin Rivers Unified School District will not address the dispute if CICA can fully resolve the problem unless CICA requests Twin Rivers Unified School District's involvement.

Disputes between CICA and Twin Rivers Unified School District

CICA recognizes that it cannot bind Twin Rivers Unified School District to a dispute resolution procedure to which Twin Rivers Unified School District does not agree. The policy below is intended as a starting point for a discussion of dispute resolution procedures. CICA is willing to consider changes to the process outlined below as suggested by Twin Rivers Unified School District. CICA and Twin Rivers Unified School District will be encouraged to attempt to resolve any disputes with CICA amicably and reasonably without resorting to formal procedures.

In the event of any dispute between CICA and Twin Rivers Unified School District, excluding revocation of the Charter but including audit exceptions and deficiencies, the complaining party shall prepare a written statement of the dispute, which shall be simultaneously submitted to Twin Rivers Unified School District's Superintendent or designee, and the Executive Director of HCCTS. The Executive Director and the Superintendent or designee shall meet and confer within five (5) business days from the date of receipt of the written statement and attempt to resolve the dispute. In the event the matter is not resolved, the parties shall identify two members of their respective governing boards who shall meet with the Superintendent or designee, and the Principal within ten (10) business days and attempt to resolve the dispute. If this meeting fails to resolve the dispute, either party shall, within five (5) business days following the meeting, submit the matter first to the Sacramento County Superintendent of Schools. The parties agree to be bound by the County Superintendent's decision and shall indicate as such when submitting the matter to the County Superintendent. If the County Superintendent declines to hear the matter, the parties may agree to submit their dispute to a mutually agreeable mediator for resolution in accordance with any procedure determined and prescribed by the mediator and agreed to by the parties. Review by the County Superintendent or mediator to be held no later than forty-five (45) business days of receipt of the initial dispute statement. If the parties are unable to resolve the matter before a mutually agreeable mediator, they may pursue any other

remedy available at law. The cost of the mediator shall be equally split between the parties.

CICA shall timely notify Twin Rivers Unified School District of any and all complaints filed against CICA by its employees, students, parents, and vendors, involving violations of the Charter, the MOU, state or federal law, or alleged financial mismanagement.

Revocation Protocol

CICA and Twin Rivers Unified School District agree that the dispute resolution procedure set forth above shall not apply to any matter that could lead to revocation of the Charter. Prior to revocation of the Charter, Twin Rivers Unified School District shall provide CICA with written notice of its belief and an opportunity to meet with and respond to Twin Rivers Unified School District within a reasonable time, which shall be not less than five (5) business days, prior to issuing a written notice to "cure and correct," unless Twin Rivers Unified School District determines in writing that the violation constitutes a severe and imminent threat to the health or safety of the pupils in accordance with Education Code § 47607(g) and its implementing regulations. Thereafter, if Twin Rivers Unified School District determines that revocation is warranted, it shall comply with the procedures set forth in Education Code § 47607.

Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. (California Education Code § 47605(h).)

CICA shall be operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code § 47604(d), an entity that grants a charter to a charter school operated by a non-profit public benefit corporation shall not be liable for the debts or obligations of CICA or for claims arising from the performance of acts, errors, or omissions by CICA if the authority has complied with all oversight responsibilities required by law. CICA shall work diligently to assist Twin Rivers Unified School District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure CICA shall not be liable for the operation of CICA.

Further, CICA and Twin Rivers Unified School District shall enter into a memorandum of understanding, wherein CICA shall indemnify Twin Rivers Unified School District for the actions of CICA under this charter.

The corporate bylaws of CICA shall provide for indemnification of the Twin Rivers Unified School District's Board, officers, agents, and employees, and CICA will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of Twin Rivers

Unified School District and the Twin Rivers Unified School District insurance company for schools of similar size, location, and student population. Twin Rivers Unified School District shall be named an additional insured on the general liability insurance of CICA.

The CICA Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Element O Charter School Closure Procedures

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." (Ed. Code § 47605(c)(5)(O).)

The following procedures shall apply in the event CICA closes, regardless of the reason for closure. Closure of CICA shall be documented by official action of the Board of Directors of CICA. The action shall identify the reason for closure and designate an entity and individual(s) responsible for closure-related activities. The CICA Board shall promptly notify Twin Rivers Unified School District (TRUSD), within ten (10) business days, of the closure and the effective date of the closure. Closure initiated by the CICA Board shall not take effect before the end of the normal school year in June unless agreed to in writing by TRUSD.

The entity responsible for implementing the closure procedures shall be experienced in the dissolution and closure of public educational programs and shall comply with all legal requirements regarding the confidentiality of student records. The Chair of the Board of Directors shall serve as the official contact for purposes of implementing the closure protocol set forth in the Charter and its plan for maintaining and transferring student records, payment of debts and liabilities, and distribution of remaining assets.

The CICA Board of Directors shall also notify the Sacramento County Office of Education, the School's SELPA, the retirement systems in which the School's employees participate and the California Department of Education of the closure, as well as the effective date of the closure. This notice shall include the name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; the manner in which parents/guardians (in the case of a minor) and adult students may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements; and student contact information, which shall also be promptly provided to TRUSD.

The CICA Board of Directors shall also develop a list of students in each grade level and the classes they have completed, together with information on each student's district of residence, which the Board shall provide to the entity responsible for closure-related activities. The CICA Board of Directors shall ensure timely notification to the parents and students of the School of the closure and provide information to assist them in locating suitable alternative programs. This notice shall be provided within ten (10) business days following CICA's decision to close the School.

As applicable, CICA will provide parents, students, and TRUSD with copies of all appropriate student records and will otherwise assist students in transferring to their next school. CICA will ask TRUSD to store original records of CICA students. If TRUSD is unable or unwilling to store the records, CICA will work with the Sacramento County Office of Education to determine a suitable alternative location for storage. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

All state assessment results, special education records, and personnel records shall be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, CICA shall prepare final financial records. Within six (6) months following the date of closure, CICA shall also have an independent audit completed. The audit shall be paid for by CICA using its Reserve Fund and shall be conducted according to standards for public school audits by a qualified Certified Public Accountant experienced in public school audits, selected by CICA. The audit shall be provided to TRUSD promptly upon completion. The final audit shall include an accounting of all financial assets, including cash and accounts receivable; an inventory of property, equipment, and other items of material value; an accounting of liabilities, including accounts payable, any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to CICA.
CICA shall complete and file any annual reports required pursuant to Education Code § 47604.33.

Upon closure of CICA, all assets of CICA, including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending CICA, after payment of debts and liabilities and refunds to applicable agencies, shall be distributed in accordance with CICA's Articles of Incorporation to another California public educational entity. Any assets acquired from TRUSD will be promptly returned to TRUSD upon closure. The distribution shall include the return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or applicable state and federal law, including the submission of final expenditure reports and final performance reports. Donated materials and property shall be returned in accordance with any conditions established when the donation was accepted.

On closure, CICA shall remain solely responsible for all liabilities arising from the operation of the School. As CICA is operated by a nonprofit public benefit corporation, should the corporation dissolve upon closure, the Board shall follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary documents with the appropriate state and federal agencies.
As specified by the Budget in the Appendix, CICA will utilize its Reserve Fund to undertake any expenses associated with the closure procedures identified above.

APPENDIX

A. Organizational Chart Updated September 18, 2025
- a. HCCTS Organizational Chart

B. Leadership Resumes 2025-2026
- a. Executive Director, Jonathan Raymond
- b. Chief Operations Officer, Teresa Cummings
- c. Deputy Director, Chief Academic Officer, Eric Chapman
- d. Chief Business Officer, Matthew Lemos
- e. Senior Director of School Services, Mayra Valdivia
- f. Senior Director of Instruction, Brian Hamilton
- g. Director of Fiscal Services, Diana Gonsalves
- h. Director of Instruction and Professional Learning, Andrew Michaud
- i. Director of Accountability and Assessment, Melissa Roberson
- j. Director of Workforce, Career Technical Education and Adult Education, Christina Martinez
- k. Director of Student Services, Isaura Cacho
- l. Director of Human Resources, Jasmine Gibbs

C. Leadership Job Descriptions
- a. Senior Director of School Services
- b. Senior Director of Instruction.
- c. Director of Student Services (NEW)
- d. Director of Instruction & Professional Learning
- e. Director of Human Resources Job Description (03-14-2023) Approved
- f. Director of Accountability and Assessment
- g. CTE Director of Career Technical Education, Workforce Solutions & Adult Education
- h. Chief Business Official (CBO) 10-03-2024.pdf
- i. Associate Deputy Director Job Description.pdf
- j. Executive Director Employment Agreement

D. Board Policies and Handbooks 2025-2026
- a. 4331 BP Administrative Credential Reimbursement
- b. 4115 BP Personnel Evaluation and Supervision
- c. 4112.2 BP Credentialing Requirements Communications
- d. 2025 Emergency Operations Guide
- e. 1325 BP Marketing: Advertising and Sponsorship Policy
- f. 3100 BP Budget Development and Oversight
- g. 3581 BP Data Retention and Record Management
- h. 5144.1 BP Suspension and Expulsion
- i. Employee Handbook

APPENDIX

E. Fiscal Documents 2025-2026

a. Adopted Budget 2025-2026

F. Governing Board Approval

a. HCCTS Board agenda September 18th, 25

G. WIOA Partnership Agreement

a. Sacramento Employment and Training Agency MOU

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H. References

a. Echevarría, J., Vogt, M., & Short, D. J. (2016). *Making content comprehensible for English learners: The SIOP model* (5th ed.). Pearson.
b. García, O., & Wei, L. (2014). *Translanguaging: Language, bilingualism and education.* Palgrave Macmillan.
c. Gibbons, P. (2015). *Scaffolding language, scaffolding learning: Teaching English language learners in the mainstream classroom* (2nd ed.). Heinemann.
d. González, N., Moll, L. C., & Amanti, C. (Eds.). (2005). *Funds of knowledge: Theorizing practices in households, communities, and classrooms.* Lawrence Erlbaum Associates.
e. Knowles, M. S., Holton, E. F., III, & Swanson, R. A. (2005). *The adult learner: The definitive classic in adult education and human resource development* (6th ed.). Elsevier.
f. Mezirow, J. (1991). *Transformative dimensions of adult learning.* San Francisco, CA: Jossey-Bass.

EXHIBIT F

Eide Bailly Communication Tracker 2024-2025

Date	From	To	Purpose of the correspondance
3/20/2024	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Starting the audit process.
9/30/2024	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Finalize the IRS data and start the audit process sooner
11/22/2024	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Is TRUSD approving the extestion request for HCCTS?
11/22/2024	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	TRUSD approving the extension date
11/13/2025	Matthew Lemos (HCCTS)	Tonya Holmes (CDE), Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Extension request until 02/15/2025
12/2/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Recommended requesting an extension until March 15,2025
12/5/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Extension granted by TRUSD until 1/15/2025 to avoid delays in CICA's functioning determination
12/9/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Sent FTE samples, PS class logs, and EE update
12/9/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Sent ADA report foe Melanie
12/23/2024	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Due date 1/13/2025, check in if anything else is needed
1/13/2025	Kate Ingersoll (TRUSD)	Matthew Lemos (HCCTS)	TRUSD approved the extension request until 02/15/25
1/14/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD)	HCCTS will to notify TRUSD when audit is complete
2/12/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD)	The final report is under review
2/21/2025	Kate Ingersoll (TRUSD)	Matthew Lemos (HCCTS)	Check in on the ETA for the Audit report
2/21/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD)	Report delayed until next week
2/21/2025	Kate Ingersoll (TRUSD)	Matthew Lemos (HCCTS)	Update received
02/27/2025	Matthew Lemos (HCCTS)	Kate Ingersoll (TRUSD), Jonathan Clement (EB) & Scott Gastafsson (EB)	Draft expected to be received tomorrow.
02/27/2025	Kate Ingersoll (TRUSD),	Matthew Lemos Jonathan Clement (EB) & Scott Gastafsson (EB)	Waiting on the report.
02/27/2025	Bill McGuire (HCCTS)	Matthew Lemos (HCCTS), Kate Ingersoll (TRUSD) & Jonathan Clement (EB)	Spoke with Jerry Simmons (YMC), their letter to auditors is still under review.
02/28/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS), Kate Ingersoll (TRUSD) & Bill McGuire (HCCTS)	2/28 draft deadline missed; expected by Tuesday or Wednesday next week, with final to follow.
02/28/2025	Kate Ingersoll (TRUSD),	Matthew Lemos (HCCTS), Jonathan Clement (EB) & Bill McGuire (HCCTS)	Received the updated timeline.
03/05/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) & Scott Gastafsson (EB)	Sent over all the audits HCCTS is currently undergoing.
03/05/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS) & Scott Gastafsson (EB)	Report under review, needs consultation with the national office, which will add time. Timeline won't be met. TRUSD will be informed by Eide Bailly.
03/13/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) & Scott Gastafsson (EB)	Checking if TRUSD has been notified.
03/14/2025	Jonathan Clement (EB)	Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS), Bill McGuire (HCCTS) & Scott Gastafsson (EB)	Notified TRUSD the delay is on their end, not HCCTS's.
03/18/2025	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD) & Matthew Lemos (HCCTS)	Check in on the update and expected date of completion

03/18/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE) & Matthew Lemos (HCCTS)	HCCTS has requested an extension, and TRUSD is currently reviewing it
03/18/2025	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD) & Matthew Lemos (HCCTS)	Checking in on the reason for the delay
03/19/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE) & Matthew Lemos (HCCTS)	A letter was sent to HCCTS on 3/19/2025
03/28/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB)	Checking in on the timeline of the audit.
03/28/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Report still under review draft expected next week.
04/07/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	A letter was sent to HCCTS on 4/7/2025
04/25/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	A letter was sent to HCCTS on 4/24/2025
04/17/2025	Matthew Lemos (HCCTS)	Scott Gastafsson (EB), Jonathan Clement (EB) & Melissa Roberson (HCCTS)	HCCTS received Notice of concern requesting the audit by April 18.
04/17/2025	Scott Gastafsson (EB)	Matthew Lemos (HCCTS), Jonathan Clement (EB) & Melissa Roberson (HCCTS)	Report under review will be sent by the end of next week, April 28th.
04/17/2025	Maryana Mazayak (HCCS)	Matthew Lemos (HCCTS, Scott Gastafsson (EB), Jonathan Clement (EB) & Melissa Roberson (HCCTS)	Request for the updated timeline and reason for the extension.
05/02/2025	Sayema Khateer (HCCS)	Matthew Lemos (HCCTS) & Melissa Roberson (HCCTS)	Update on the report that is due on 05/05/2025
05/02/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB), Sayema Khateer (HCCS) & Melissa Roberson	Added Jonathan for the update on the draft
05/02/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS), Sayema Khateer (HCCS) & Melissa Roberson (HCCTS)	Draft will be sent on Monday or Tuesday, no later than the end of the week.
05/02/2025	Melissa Roberson (HCCTS)	Matthew Lemos (HCCTS) & Jonathan Clement (EB)	If we can't make the May 5 deadline, we need to notify TRUSD.
	Melissa Roberson (HCCTS)	Matthew Lemos (HCCTS)	Notified TRUSD that the report would be late and forwarded Jonathan's email.
05/05/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS)	Finalizing the audit. Folllow-up questions
05/05/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) & Diana Gonsalves (HCCTS)	Added Diana Gonsalves to answer the follow-up questions
05/06/2025	Diana Gonsalves (HCCTS)	Jonathan Clement (EB) & Matthew Lemos (HCCTS)	Responded to the questions
05/06/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS) & Diana Gonsalves (HCCTS)	Requesting an update on ERC not received & Leo Family loan repayment schedule
05/06/2025	Diana Gonsalves (HCCTS)	Jonathan Clement (EB) & Matthew Lemos HCCTS)	ERC not received. Leo Family loan schedule is pending
05/09/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) & Kate Ingersoll (TRUSD)	Update of the timeline
05/09/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS) & Kate Ingersoll (TRUSD)	Draft of financial statements for 23-24 sent. Final due date 05/15/2025
05/12/2025	Bill McGuire (HCCTS)	Jonathan Clement (EB)& Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS), Melissa Roberson (HCCTS), & Sharilyn Warta (TRUSD)	Issues with the draft

05/12/2025	Jonathan Clement (EB)	Bill McGuire (HCCTS), Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS), Melissa Roberson (HCCTS), & Sharilyn Warta (TRUSD)	Will update the report with those changes
05/12/2025	Matthew Lemos (HCCTS)	Jonathan Clement (EB) & Bill McGuire (HCCTS)	Request of SEIDs for students identifies in the UPP testing
05/13/2025	Jonathan Clement (EB)	Matthew Lemos (HCCTS), Bill McGuire (HCCTS)	SEIDs Sent
05/09/2025	Tonya Holmes (CDE)	Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Status update on the audit that was due 05/05/2025
05/12/2025	Kate Ingersoll (TRUSD)	Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	TRUSD received the audit draft on 5/5/25. The final report is expected by 5/15/25
05/15/2025	Keith Smith (CDE)	Kate Ingersoll(TRUSD)	Check in on the due date of the report
05/15/2025	Kate Ingersoll(TRUSD)	Keith Smith (CDE)	Report not recived. TRUSD will sent a letter to HCCTS
05/22/2025	Jonathan Clement (EB)	Bill McGuire (HCCTS), Kate Ingersoll (TRUSD), Matthew Lemos (HCCTS), Melissa Roberson (HCCTS), & Sharilyn Warta (TRUSD)	Report under review; deadline extended to May 30.
05/22/2025	Kate Ingersoll(TRUSD)	Keith Smith (CDE), Tonya Holmes (CDE), Matthew Lemos (HCCTS) & Sharmila Laporte (SCOE)	Final report will be sent by the end of the month
05/30/2025	Keith Smith (CDE)	Kate Ingersoll(TRUSD)	Conform that the final report will be sent on 05/30/2025
05/30/2025	Matthew Lemos (HCCTS)	Keith Smith (CDE), Kate Ingersoll(TRUSD), Jonathan Clement (EB) Tonya Holmes (CDE), Sharmila Laporte (SCOE), Melissa Roberson (HCCTS)	Added Jonathan Clement from Eide Bailly to provide an update

EXHIBIT G

Eide Bailly State Controller and State Auditor Comments

From: **Scott Gustafsson** <sgustafsson@eidebailly.com>
Date: Thu, Apr 17, 2025 at 11:11 AM
Subject: RE: HCCTS Audit - TRUSD Notice of Concern
To: Matthew Lemos <matthew.lemos@hccts.org>, Jonathan Clement <jclement@eidebailly.com>
Cc: Melissa Roberson <melissa.roberson@hccts.org>, Maryana Mazyak <maryana.mazyak@hccts.org>

Hi Matthew,

Regarding the deadline of tomorrow that cannot be achieved for a report issuance. Currently we are working through final review of workpapers and final drafting of the report and then it will need to go to our national office for their review and approval due to the prior period restatement. I have met with the team just now and we will be moving folks off other projects this week and next so that Highlands is the only priority on everyone's list until it's completed. With that being said it's possible we could issue as soon as next week at the end of the week but I would realistically expect that it's more likely we would have a final draft to you around end of next week with a final review and approval from you and the national office completed the following week and issuance at that time during the week of April 28th. Unfortunately, we had significantly underestimated the time it would take for us to work through the comments, recommendations, and concerns from the various SCO, State Auditor's Office, and the attendance reviews that have been ongoing or were completed as we needed to be careful to address everything noted that may be relevant to the audit.

Thank you,

Scott Gustafsson | CPA | CFE | CITP

sgustafsson@eidebailly.com

Partner

Eide Bailly LLP

10681 Foothill Blvd., Ste. 300

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EXHIBIT H

2025.8.5 YM&C Letter Requesting Audit

YM&C

LAW OFFICES OF YOUNG · MINNEY · CORR LLP

AUGUST 5, 2025

FRANCIA ORDUNO ESQ.
ASSOCIATE ▪ ATTORNEY AT LAW
forduno@ymclegal.com

VIA EMAIL: SGUSTAFSSON@EIDEBAILLY.COM

Scott Gustafsson
Eide Bailly, LLP
10681 Foothill Blvd., Ste. 300.
Rancho Cucamonga, CA 91730

RE: Demand for Delivery of 2023-2024 Audit on Highlands Community Charter and Technical Schools

This letter shall serve as a formal demand, on behalf of Highlands Community Charter and Technical Schools ("Highlands" or the "School"), that Eide Bailly deliver its long overdue audit on the School, which has been outstanding since December 10, 2024. The audit covers the 2023-24 fiscal year. We are fast approaching eight (8) months past the deadline and Eide Bailly has yet to produce an audit report. Although a draft report was previously sent to the School, a final report was not issued. Your firm has told my client a number of different dates for when the audit report would be produced, but all of those dates have come and gone. **Your latest communication to the School indicates that you will produce a final audit on September 1, 2025, but this is unacceptable for the reasons explained below.**

Eide Bailly's continued failure to deliver an audit report has become an existential threat to Highlands that could cost Highlands hundreds of millions of dollars. This risk is not an exaggeration. Specifically, the Twin Rivers Unified School District (the "District") has served Highlands with a Notice of Violation for failing to produce a timely audit report. **Without Eide Bailly's prompt delivery of its audit report, Highlands cannot cure the District's Notice of Violation.** Should the School be unable to cure the Notice of Violation, the Governing Board of Twin Rivers Unified School District could revoke the charters of both schools operated by our nonprofit. We want to make clear to you that such an outcome would lead to catastrophic financial damages to Highlands and, in turn, damages for Eide Bailly if deemed the cause. A revocation would cause thousands of students to be tossed onto the street in the middle of the school year. This would not only be tragic for the students but would create a major public relations nightmare for your firm. Even the consideration of revocation would cause a very public airing of the failure by your firm to deliver a report at an open meeting of the District school board in front of the media. Every major media outlet in Sacramento is already covering this story.

In addition to the potential revocation and the total loss of state funding that would result from revocation, Highlands has received notice from the California School Finance Authority ("CSFA") that it stands to lose millions of additional dollars in funding. These funds are allocated to the School under the Charter School Facility Grant (SB 740) that reimburses Highlands for facilities leases.

The reason for this potential loss in funding is because the School is not in "good standing" while it has an unresolved Notice of Violation. The Notice of Violation pertains to your firm's failure to deliver an audit report for 2023-24. The inability to resolve the Notice of Violation is a direct consequence of Eide Bailly's failure to produce an audit for 2023-24 as required under our client's contract with you.

Time is of the essence for Eide Bailly to produce its long overdue report. Accordingly, to prevent any further financial loss to the School, Highlands respectfully demands that Eide Bailly deliver its audit report no later than August 15, 2025. We understand that you wanted an opportunity to have further review of your draft audit in light of the State Auditor's report, but you have had more than enough time to complete your due diligence, and our client has responded to all of your records requests. There simply is no excuse for these continued delays that are harming not only Highlands, but the general public that we serve.

For the avoidance of any doubt, this demand is not intended to influence Eide Bailly's potential findings, whatever they may be. The School is merely seeking the publication of Eide Bailly's audit report for 2023-24, with whatever findings you deem professionally appropriate, in an effort to prevent a further significant financial loss for the School through revocation or loss of SB 740 facilities reimbursement funding.

Failure to comply with this demand will force Highlands to pursue any and all legal remedies available, including but not limited to filing a complaint with the California Board of Accountancy for Eide Bailly's breach of professional responsibilities. A failure to provide the report will leave the School with no alternative because the School must demonstrate to its authorizing school district that it is taking all reasonable steps to ensure production of an audit report.

Regardless of any other issues between our client and Eide Bailly relating to prior audit periods, we urge you not to expand the issues of potential liability for your firm by continuing to fail to produce the audit report for 2023-2024.

Should you have any questions or concerns, please do not hesitate to contact me directly at (916) 646 –1400. Thank you for your prompt attention to this matter.

Sincerely,

LAW OFFICES OF YOUNG, MINNEY & CORR, LLP

Francia Orduno
ATTORNEY AT LAW

4925-2581-1030, v. 9

EXHIBIT I

2025.9.11 YM&C Response to Eide Bailly.docx

LAW OFFICES OF YOUNG · MINNEY · CORR LLP

SEPTEMBER 11, 2025

ERIN SIMONITCH ESQ.
SENIOR COUNSEL ▪ ATTORNEY AT LAW
esimonitch@ymclegal.com

VIA ELECTRONIC MAIL:
AHARTMAN@EIDEBAILLY.COM

Aaron Hartman, General Counsel
Eide Bailly LLP
800 Nicollet Mall, Suite 1300
Minneapolis, MN 55402

Re: Highlands Community Charter and Technical Schools
Request for Delivery of Final 2023-2024 Audit Report

Dear Mr. Hartman,

Thank you for your response regarding our request for the delivery of Highlands Community Charter and Technical Schools' ("Highlands") 2023-24 audit. Since receiving your letter, dated August 15, 2025, our client has reviewed its own documentation on Eide Bailly's requests for information relating to the 2023-24 audit and found that, as of June 30, 2025, it had addressed every request on Eide Bailly's audit portal to the extent possible. The outstanding items in the portal include three duplicate requests, one request for information not in Highlands' possession or control, and two items regarding which our client submitted requests for clarification through the portal on June 26, 2024, and November 14, 2024, but received no response from Eide Bailly. Therefore, we must respectfully dispute your assertion that our client failed to respond to requests or otherwise contributed to Eide Bailly's delayed delivery of the final audit report.

Status of Responses to Information Requests

Specifically, in your previous letter, you stated that "Eide Bailly has undertaken substantial efforts to obtain the information necessary to support an unqualified opinion to no avail." Highlands staff provided the last set of documents, which the portal describes as revised P2 Attendance Reports requested June 27, 2025, on June 30, 2025, more than two months ago. (See Exhibit A, attached.)

Regarding the six outstanding requests listed in the portal, three requests concerned the same "2023-2024 certification regarding Arts and Music in Schools funds," a certification completed in the Principal Apportionment Data Collection ("PADC") portal of the California Department of Education ("CDE"). Our client believes that these requests are duplicative of

Request ID # 85, to which Highlands responded on May 1, 2024, and which Eide Bailly's team marked as "Accepted." For two other outstanding items ("Audit Planning Questionnaire" and "Net Asset Testing"), our client requested clarification but did not receive a response. (Exhibit A, lines 178-179, ID ## 7, 30.)

The final outstanding item in the information portal pertains to the State Audit Report and requests "State Auditor Independent Study Ratio calculations." The State Auditor has not shared the details of their Independent Study Ratio calculations with our client, so this request seeks records that Highland does not possess. While the audit itself is a public record, state law requires strict confidentiality that limits the State Auditor's ability to comment on any item not published in the State Audit Report. We have sought supporting evidence used by the State Auditor for their findings through a California Public Records Act request on August 19, 2025. (See Exhibit B, attached.) We have not received any responsive records at this time, and we cannot guarantee that the Auditor can or will make them available.

With that said, our client maintains that it has provided your audit team with access to all the Highlands records reviewed by the State Auditor. Highlands has diligently responded to all requests through the audit portal, as well as additional informal requests made via email. Based on the portal records, your team has had every opportunity to request and review additional information or records necessary to make its own professional judgments about compliance. Therefore, we conclude that the delayed delivery of Eide Bailly's audit cannot result from a lack of responsiveness on the part of our client.

Audit Disclosures

Separately, your team reached out to our office to see if there are any updates to our legal disclosures to the audit team. Among other things, the request sought updated information about any pending or threatened litigation, claims, and assessments with which we have been engaged but to which we have not devoted substantive attention. Since you have directed us to send all correspondence to you, we are providing our update to you here as opposed to responding directly to your audit team. We trust that you will pass this information on to your team immediately so that there are no further delays in the production of the audit report.

After the publication of the State Audit Report, the CDE issued a notice of exception to the school for the dollar amounts identified in the Report (see Exhibit C, attached). The school is vigorously contesting these claims. In the case of Highlands, the school filed a request for administrative review with the Education Audit Appeals Panel ("EAAP") and now intends to file a formal appeal. In the case of CICA, the school has filed a formal appeal with EAAP.

Given the precedent-setting nature of the legal and factual issues involved, we cannot accurately assess the likelihood of success for these appeals. If Highlands were to lose all issues

identified in the state audit and the state refused a reasonable settlement, the anticipated loss would equate to $7,435,445 for CICA and $178,965,128 for Highlands, or a total of $186,400,573. The school would remit the disallowed apportionment through withholding from future apportionment funding over a period of eight years. CDE has confirmed, however, that the exceptions cited in the attached letters do not account for the ADA revisions that Highlands submitted earlier this year. (See Exhibit D, attached.)

In addition to these claims related to the State Audit Report, please find attached a letter that our client dated August 15, 2025, which pertains to a claimed disallowance of WIOA-AEFLA funds for two prior fiscal years. (Exhibit E.) CDE has sought repayment of these funds as well, a total of $1,713,157. Highlands plans to seek a resolution with CDE directly on an informal basis. At this time, we cannot know for certain whether we can resolve the disallowance issue entirely. In a worst-case scenario, Highlands may need to repay all the WIOA-AEFLA funds claimed.

Highlands also received the results of a mold testing report on August 26, 2025, regarding the presence of mold at one of its school sites. Our client is still investigating the extent of the issues. One employee has filed a workers' compensation claim related to this issue. We expect that workers' compensation insurance will cover this claim. We are not aware of any other litigation on this issue, and at this early juncture, it is not possible to know the amount of potential financial risk. However, we disclose it out of an abundance of caution and in the interest of transparency in case there may be future unasserted claims relating to this issue from this or any other individual.

In addition to the above claims, we know of two active workers' compensation claims and four workers' compensation claims in the process of resolution and closure, all handled through WCF Insurance. We also know of one active litigation case for wrongful termination filed by a former employee, which will go to mediation in November, as well as two other pre-litigation employment matters. Jonathan Kim of Murphy, Pearson, Bradley, & Feeney, P.C., represents Highlands on these insured employment-related claims. Currently, we know of no other threatened or pending litigation against our client.

Request for Resolution

We wish to emphasize that we share your interest in a positive and collaborative resolution to this matter. We do not seek to influence the content of the audit or any findings. Yet, our primary goal and priority must remain the protection of our client's best interests. Without receipt of the final audit report from Eide Bailly, Highlands risks millions of dollars in potential penalties. That liability will increase with each month of additional delay. Therefore, we must renew our request that Eide Bailly complete its contractual obligation to provide our client with the timely independent audit that Highlands expected to receive eight months ago.

Because Eide Bailly previously provided Highlands with a draft copy of its audit report, we have reason to believe that the team has completed its work. While we understand that the audit team previously wished to perform additional testing because of the state audit, our client has responded to all requests as fully as possible. Given the information available to us, we find the ongoing delay in delivery difficult to understand. Please advise immediately as to any specific records or information not yet produced by our client that your audit team now finds necessary for completion of their work.

Highlands has collaborated patiently with your team for over a year because it agrees that an unqualified audit would be ideal if that is possible. If Eide Bailly believes it cannot produce an unqualified audit in short order, our client wishes to ask for more clarity on the language that would appear in a qualified audit. We would also ask for a reasonable timeline in which your team would feel comfortable issuing an unqualified audit. This information will help our client to better determine how to proceed. Please advise so that our client may make an informed decision.

We appreciate your efforts to get this audit wrapped up, and we look forward to collaborating with you to ensure that your team can deliver Highlands' final audit report without further delay. Please do not hesitate to reach out should you have any questions or concerns.

Sincerely,

Law Offices of Young, Minney & Corr, LLP

Erin G. Simonitch
Attorney at Law

4914-1225-7632, v. 9

EXHIBIT J

Documents provided to Eide Bailly by HCCTS

Highlands Community Charter School (216117)

Highlands Community Charter and Technical Schools 2024-06 Annual Audit

ID	Name	Description	State	Created Date	Accepted Date	Fulfilled By	Accepted By	Provided Comments
1	Journal Entry Samples	Please provide the purchase orders, invoices, shipping doc's journal entry backup and any other backup detail related to the JE samples below.	Accepted	05/06/2024	05/10/2024	Heather Crowley	Scott Gustafsson	
2	Board minutes 07-01-2023 through 02/29/2024	Please provide the board meeting minutes for this time period. If the board meeting minutes (not just agendas) are located on the organizations website you can check this request as complete.	Accepted	03/20/2024	05/28/2024		Scott Gustafsson	Natasha Lutsik : Minutes can be found here: https://hccs.hccts.org/apps/pages/23-24
3	New Board Member Bio	New Board members - If there are any new board members as of July 1, 2023 please provide a short bio for each new board member	Accepted	03/20/2024	05/28/2024		Scott Gustafsson	Natasha Lutsik : Mike Reid:\nI\'m Mike Reid, a Board Member for Highlands. I\'ve been an educator for over 38 years. In my career, I\'ve served as a teacher, Vice-Principal, Principal, and Schools Superintendent. I\'ve had the opportunity to assist and be honored with recognition for 3 California Distinguished Schools. My journey in charter schools has spanned over 9 years, overseeing a new charter school and serving as the Learning Analyst for another. \nI was blessed with the opportunity to serve as a consultant for the state of Hawaii for almost three years focusing on school academic improvement.\n\nIt is an honor to serve the staff and community at Highlands.

4	Contact Info for Board President	Provide the following information for the board president or the board member assigned with communication with the audit partner: > Name > Title > Email	Accepted	03/20/2024	05/28/2024		Scott Gustafsson	Natasha Lutsik : Ernie Daniels, Natasha Lutsik : erniedaniels7@gmail.com and 916-761-6301
5	1st Interim report	Please provide 1st Interim report in PDF for each charter school	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
6	2nd Interim Report	Please provide 2nd Interim report in PDF for each charter school	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
8	General Ledger Detail	Please provide in excel a general ledger detail for the organization for the 23-24 fiscal year to date.	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
9	Board minutes for 03/01/2024 through the date of fieldwork		Accepted	03/20/2024	08/06/2024		Joshua Spoon	Natasha Lutsik : Board minutes can be found here: https://hccs.hccts.org/apps/pages/23-24
10	Attorney Listing	Provide a listing of all attorneys used by the Organization please include: 1. Address 2. Email 3. Contact person	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson	
11	List of Board Members	2023-2024 board member listing, title, along with current term beginning and end dates. Note: These will be the board members presented on the final audit report as of June 30. Please ensure that this information is as of June 30, 2024, as well as any resignations that occurred shortly before and after.	Accepted	03/20/2024	05/10/2024	Natasha Lutsik	Scott Gustafsson	
12	Terminated Employees	Provide a list of all terminated employee within the June 30, 2023, fiscal year. EB will select an employee and will request the last paycheck to ensure that the calculation was accurate.	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	

13	Employee Changes	Provide a list of all employees that have had changes to the pay for the June 30, 2024, fiscal year. Please note that auditor will need the employee contract for those employees selected for review	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
14	New Employees	Provide a list of all new employees within the June 30, 2023, fiscal year. Please note that auditor will need the employee contract for those employees selected for review	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
15	Salary and Hour Employees	Provide a list of all salary and hourly employees. Please note that auditor will need the employee contract, time sheets, and any form used to track vacation and or sick time for those employees selected for review	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
16	Payroll Registers	Please provide payroll registers for the months of October 2023, January 2024, and February 2024	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	
17	Bargaining Unit Agreements	Current bargaining unit agreements effective for the June 30, 2024, fiscal year	Accepted	03/20/2024	06/26/2024		Joshua Spoon	Gracyn Ortiz : N/A, Matthew Lemos : Not Applicable.
18	Bank Reconciliations and Statements	Bank reconciliations and bank statements for the months of October 2023, January 2024, and February 2024.	Accepted	03/20/2024	04/12/2024	Heather Crowley	Scott Gustafsson	Heather Crowley : East West Bank Accounts were not yet open in October, so there are only Jan/Feb statements for that account.
19	List of Credit Cards	Provide a list of all credit cards that the organization had during the June 30, 2024, fiscal year as well as the authorized holder of each credit card.	Accepted	03/20/2024	06/26/2024	Gracyn Ortiz	Joshua Spoon	
20	List of Bank Accounts	Listing of all bank accounts (account number and branch address) and authorized signers, updated from the prior year. Please indicate if there were any new accounts or accounts closed during 2023 fiscal year	Accepted	03/20/2024	06/26/2024	Gracyn Ortiz	Joshua Spoon	

21	Deposit sample	Please provide a deposit slip from a school site which is approved by the Site Principle/Personnel and by the Financial Staff at the district office(Director of Fiscal).	Accepted	05/06/2024	06/04/2024	Heather Crowley	Scott Gustafsson	
22	Revenue Sample	Please provide the GL detail, deposit backup and grant letter matching from any revenue received from the County in the 23-24 school year. Please include proof of review by Director of Fiscal.	Accepted	05/06/2024	05/10/2024	Heather Crowley	Scott Gustafsson	
23	Travel Expense Sample	Please provide any expense related to Travel. Include the invoice, travel reimbursement request, receipts and approvals for the related to the travel expenses.	Accepted	05/06/2024	06/04/2024	Heather Crowley	Scott Gustafsson	
24	Credit Card Sample	Please provide the invoice, purchase order, receiving documents and any approval documentation backup for any credit card transaction that took place during the 23-24 school year.	Accepted	05/06/2024	06/04/2024	Heather Crowley	Scott Gustafsson	
25	Capital Asset Spending Sample	Please provide the property and equipment asset expenditure list.	Accepted	05/06/2024	05/10/2024	Heather Crowley	Scott Gustafsson	
26	Disposed Asset testing	Please provide the disposed asset list for the 23-24 school year.	Accepted	05/06/2024	06/11/2024		Jordan Evans	
27	WIP Testing	Please provide the Work in Progress(WIP) schedule for the 23-24 year end.	Accepted	05/06/2024	06/11/2024		Jordan Evans	Heather Crowley : See #136 - Fixed asset schedule
28	Prepaid Testing	Please provide the prepaid expense roll forward and the prior year schedule(22-23 year) for prepaid expenses.	Accepted	05/06/2024	05/28/2024	Heather Crowley	Scott Gustafsson	
29	Debt Testing	Please provide the debt schedule which includes amortizations and payment schedules for the 23-24 school year. Also include the approvals from management of the provided schedules.	Accepted	05/06/2024	06/26/2024	Gracyn Ortiz	Joshua Spoon	
31	P2 Report	Provide P2 ADA report (Original and revised if applicable)	Accepted	03/20/2024	06/28/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Hello. Please provide the PDF from the PADC Website. We have attached last year\'s P2 Information for reference.

32	P2 Backup	Provide backup documentation utilized to prepare the P2 ADA report	Accepted	03/20/2024	06/25/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Is there any more of a breakout on a granular level of how the ADA is determined. Typically we verify the apportioned days per student and confirm that the proper divisor is used based off the academic calendar. If possible, can the backup include the number of apportioned days per student as well as a breakout of the date ranges in each Attendance Month?\nIf need be, we might need to break the backup down by track if multiple tracks exist.
33	Monthly Attendance Summary	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
34	Monthly Attendance Detail	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	06/25/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : the CICA Detail does not seem to tie to the summary. The Summary showing a Month 2 Apportionment of 59095 while the Detail indicates 61492. Which is accurate. I also notice that the Month 2 is just August, which is strange as most Attendance Months tend to include portions of other months. Are we certain these details are pulling from Attendance Month 2 and not just August?
35	List of teachers for 2023-2024 fiscal year		Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
36	Attendance Code Key	Attendance code key for each school site if all the schools are using different codes. If they are using the same codes then we will only need one	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
37	Independent Study Policy	Please provide the independent study board policy pursuant to Education Code Section 51747	Accepted	03/20/2024	06/24/2024	Matthew Lemos	Joshua Spoon	

38	Independent Study Summary	Please provide Monthly Attendance Summary Report Month 2 for each charter school for independent Study	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	Matthew Lemos : Joshua, I know there was some back and forth on month 2, please let me know if this works.
39	Independent Study Detail	Please provide Monthly Attendance Detail Reports Month 2 for each charter school for independent study	Accepted	03/20/2024	06/24/2024		Joshua Spoon	
40	Independent Study Teachers	List of teachers for all school sites for the 2023 fiscal year that provide independent study program. (Please separate Long-Term Teachers versus Short-Term Teachers.)	Accepted	03/20/2024	06/24/2024		Joshua Spoon	
41	School Calendar	2023-2024 calendar	Accepted	03/20/2024	05/10/2024	Natasha Lutsik	Scott Gustafsson	
42	Unduplicated 1.18	Please provide a certified 1.18 Report for school (Please provide in excel format for sorting purposes) 1.18 - FRPM/ English Learner/ Foster Youth - Student List Report Please note a sample will be selected from the following populations: > Only EL student, > Only free and reduced students > student who are both EL and F&R	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
43	Unduplicated - EL Reclassification Criteria	Please provide the EL reclassification criteria.	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon	
44	Educator Effectiveness	Please provide the Charter's spending plan for the Educator Effectiveness Funds	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
45	Educator Effectiveness	Please provide the corresponding board minutes/agenda for the date that the plan was presented in a public meeting of the governing board.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
46	Educator Effectiveness	Please provide the corresponded board minutes/agenda for the date that the plan was adopted.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
47	Educator Effectiveness	Please provide the Charter's expenditure report submitted to CDE for the Educator Effectiveness Funds	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	

48	Educator Effectiveness	Please provide documentation indicating that the expenditure report was submitted prior to September 30, 2024	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
49	Local Control and Accountability Plan	2023-2024 Local Control and Accountability Plan in PDF	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
50	ELOG - Expenses	Please provide a detail of expense charged to the program by charter school for resource 7425 and 7426	Accepted	03/20/2024	05/10/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : No expenses in FY 2023-24.
51	Expanded Learning Opportunities Program (ELO-P)	LEA's Expanded Learning Opportunities Program Plan that has been updated or revised for the 2023-2024 school year.	Accepted	03/20/2024	05/06/2024		Jonathan Clement	Gracyn Ortiz : We do not receive ELO-P funding.
52	CICA - LCAP Planning	Please provide the following if applicable: 1. Date(s) of presentation to Parent Advisory Committee (EC 52062(a)(1) or 52068(a)(1)) 2.Date(s) of presentation to English Learner Parent Advisory Committee (ELPAC), if applicable (EC 52062(a)(2) or 52068(a)(2)) 3.Date(s) of Superintendent's notification to public regarding the regarding the specific actions and expenditures proposed to be included in the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(a)(3) or 52068(a)(3)) 4.Date of public meeting to adopt the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(b)(2) or 52068(b)(2))	Accepted	05/06/2024	06/14/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
53	CICA - LCAP Planning	Please provide the 24-25 LCAP.	Accepted	05/06/2024	09/07/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
54	Independent Study Ratio	Calculation and supporting documentation	Accepted	05/30/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
55	P2 Report	Provide P2 ADA report (Original and revised if applicable)	Accepted	03/20/2024	06/28/2024	Matthew Lemos	Joshua Spoon	

56	P2 Backup	Provide backup documentation utilized to prepare the P2 ADA report	Accepted	03/20/2024	06/25/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Is there any more of a breakout on a granular level of how the ADA is determined. Typically we verify the apportioned days per student and confirm that the proper divisor is used based off the academic calendar. If possible, can the backup include the number of apportioned days per student as well as a breakout of the date ranges in each Attendance Month?\nIf need be, we might need to break the backup down by track if multiple tracks exist.
57	Monthly Attendance Summary	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	
58	Monthly Attendance Detail	Month 2 attendance month (in Excel and PDF)	Accepted	03/20/2024	08/06/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Hi there. The Dates are perfect. However, what I wanted to select Student Absences are indications of Code 901. This detail does not possess that., Joshua Spoon : Hello. I have been able to select samples for most of the schools, but did not get the Code 901 for North Laguna 2. Please provide them
59	List of teachers for 2023-2024 fiscal year		Accepted	03/20/2024	06/24/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Can I get this split out by Site? We will be selecting teachers from the specific sites for testing.
60	Attendance Code Key	Attendance code key for each school site if all the schools are using different codes. If they are using the same codes then we will only need one	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson	

61	Absent Notes or Phone Logs	Please provide phone logs and or absent notes within the attendance system for Month 2 for the following Sites: Auburn Folsom 2 Garden Grove 2 Hemlock 2 Hillsdale Howe Maple Marconi 2 North Laguna North Laguna 2	Accepted	03/20/2024	07/01/2024		Joshua Spoon	
62	Missing Teacher Attendance Report	Please provide an attendance report showing all the teachers that haven't taken attendance during the Month 2 for the following schools. Auburn Folsom 2 Garden Grove 2 Hemlock 2 Hillsdale Howe Maple Marconi 2 North Laguna North Laguna 2	Accepted	03/20/2024	08/23/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : The listing of Screenshots indicates when the Missing Attendance Was Taken, but not the date it was for. Is there any way I can get that information to determine what I need to select?, Joshua Spoon : I have attached a worksheet consolidating the supports provided. Please fill in the empty cells with the appropriate information.
63	Independent Study Policy	Please provide the independent study board policy pursuant to Education Code Section 51747	Accepted	03/20/2024	06/24/2024		Joshua Spoon	
64	Independent Study Summary	Please provide Monthly Attendance Summary Report Month 2 for each charter school for independent Study	Accepted	03/20/2024	06/25/2024		Joshua Spoon	
65	Independent Study Detail	Please provide Monthly Attendance Detail Reports Month 2 for each charter school for independent study separated by school site	Accepted	03/20/2024	06/25/2024		Joshua Spoon	

66	Independent Study Teachers	List of teachers for each school site for the 23/24 fiscal year that provide independent study program. (Please separate Long-Term Teachers versus Short-Term Teachers.)	Accepted	03/20/2024	06/25/2024		Joshua Spoon
67	Instructional Minutes Calculation	Please provide instructional minutes calculation showing the minimum daily requirement was met	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon
68	School Calendar	2023-2024 calendar	Accepted	03/20/2024	05/10/2024	Natasha Lutsik	Scott Gustafsson
69	Bell Schedules	Please provide the bell schedule for school (regular, minimum, early release, etc.). This should be the same schedules that sites provide to parents Note: Please include ALL bell schedules, including rally schedules, minimum day schedules, early release schedules, assembly schedules, etc.	Accepted	03/20/2024	05/28/2024	Natasha Lutsik	Scott Gustafsson
70	Unduplicated 1.18	Please provide a certified 1.18 Report for school (Please provide in excel format for sorting purposes) 1.18 - FRPM/ English Learner/ Foster Youth - Student List Report Please note a sample will be selected from the following populations: > Only EL student, > Only free and reduced students > student who are both EL and F&R	Accepted	03/20/2024	06/11/2024	Matthew Lemos	Scott Gustafsson
71	Unduplicated - EL Reclassification Criteria	Please provide the EL reclassification criteria.	Accepted	03/20/2024	06/26/2024	Matthew Lemos	Joshua Spoon
72	Educator Effectiveness	Please provide the Charter's spending plan for the Educator Effectiveness Funds	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson
73	Educator Effectiveness	Please provide the corresponding board minutes/agenda for the date that the plan was presented in a public meeting of the governing board.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson

74	Educator Effectiveness	Please provide the corresponded board minutes/agenda for the date that the plan was adopted.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
75	Educator Effectiveness	Please provide the Charter's expenditure report submitted to CDE for the Educator Effectiveness Funds	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
76	Educator Effectiveness	Please provide documentation indicating that the expenditure report was submitted prior to September 30, 2024	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
77	ELOG - Expenses	Please provide a detail of expense charged to the program by charter school for resource 7425 and 7426	Accepted	03/20/2024	06/03/2024		Scott Gustafsson	Gracyn Ortiz : Funds fully expended in in prior years- no expenses in FY 23-24.
78	Local Control and Accountability Plan	2023-2024 Local Control and Accountability Plan in PDF	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
79	Expanded Learning Opportunities Program (ELO-P)	2023-2024 daily operational schedules for ELOP, including any revisions made to schedules, for the school sites indicated below.	Accepted	03/20/2024	05/06/2024		Jonathan Clement	Gracyn Ortiz : We do not receive ELO-P funding.
80	Charter School Facility Grant Program (SB 740) Expenditures	Provide a list of expenditures for the program for each charter school (Please note a sample will be selected and backup documentation will need to be provided).	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : No expenses booked yet- still pending our award allocation.
81	Charter School Facility Grant Program (SB 740) Applications	Please provide the application for each charter that receives funding.	Accepted	03/20/2024	06/04/2024	Gracyn Ortiz	Scott Gustafsson	

82	HCC - LCAP planning	Please provide the following if applicable: 1. Date(s) of presentation to Parent Advisory Committee (EC 52062(a)(1) or 52068(a)(1)) 2.Date(s) of presentation to English Learner Parent Advisory Committee (ELPAC), if applicable (EC 52062(a)(2) or 52068(a)(2)) 3.Date(s) of Superintendent's notification to public regarding the regarding the specific actions and expenditures proposed to be included in the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(a)(3) or 52068(a)(3)) 4.Date of public meeting to adopt the local control and accountability plan or annual update to the local control and accountability plan (EC 52062(b)(2) or 52068(b)(2))	Accepted	05/06/2024	06/14/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
83	HCC - 24-25 LCAP Plan	Please provide the 24-25 LCAP.	Accepted	05/06/2024	09/07/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : LCAP will be presented at the June 1 and June 15th board meetings. Will provide all items then.
84	Independent Study Ratio	Calculation and supporting documentation	Accepted	05/30/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson	Matthew Lemos : No long-term IS offered at HCCS.
85	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Accepted	03/20/2024	05/02/2024	Gracyn Ortiz	Scott Gustafsson	
86	If the certification was not completed, provide a waiver approved by CDE		Accepted	03/20/2024	07/11/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : Will be applying for Waiver in June. Will provide by June 28th., Gracyn Ortiz : certification was completed and uploaded in area 85.

87	2023-2024 LEA-prepared calculations and supporting reports and documentation to demonstrate compliance with the Supplement not Supplant requirement described below.	Pursuant to EC Section 8820(g)(2), LEAs are required to use AMS funds to increase funding for arts education programs, as defined by EC Section 8821(a) and not to supplant existing funding for those programs.	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : Will not have data until mid June.
88	2023-2024 LEA-prepared calculations and supporting reports and documentation to demonstrate compliance with the Minimum Instructional Costs requirement described below.	Pursuant to EC Section 8820(g)(1), for an LEA with an enrollment of 500 or more pupils, at least 80 percent of AMS funds (Resource 6770) must be expended to employ certificated or classified employees (instructional costs) to provide arts education program instruction. Remaining funds are to be used for training, supplies and materials, and arts education partnership programs (non-instructional costs) as defined by EC Section 8821(a).	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : Will not have data until mid June.
89	2023-2024 LEA-prepared calculations and supporting reports and documentation to demonstrate compliance with the Maximum Administrative Costs requirement described below.	Pursuant to EC Section 8820(g)(3), an LEA may not expend more than 1 percent of AMS funds received (Resource 6770) on administrative costs, including indirect costs, to implement Chapter 5.1 of Part 6 of Division 1 of Title 1 of the Education Code.	Accepted	03/20/2024	06/20/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : Will not have data until mid June.
90	Annual ADA	Provide Annual ADA report (Original and revised if applicable)	Accepted	03/20/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : Please provide the PADC Printout for CICA\'s Annual ADA when Available.
91	Annual ADA Backup	Provide backup documentation utilized to prepare the Annual ADA report	Accepted	03/20/2024	07/17/2024	Matthew Lemos	Joshua Spoon	
92	EPA	Please provide a final detail listing of all expenses for Education Protection Account program.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson	
93	J-13A Attendance Waiver	Please provide any documents pertaining to any attendance waivers filed and approved or denied for 2023-2024.	Accepted	03/20/2024	08/14/2024		Joshua Spoon	
94	Annual ADA	Provide Annual ADA report (Original and revised if applicable)	Accepted	03/20/2024	08/17/2024	Matthew Lemos	Scott Gustafsson	

95	Annual ADA Backup	Provide backup documentation utilized to prepare the Annual ADA report	Accepted	03/20/2024	08/17/2024	Matthew Lemos	Scott Gustafsson
96	EPA	Please provide a final detail listing of all expenses for Education Protection Account program.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
97	J-13A Attendance Waiver	Please provide any documents pertaining to any attendance waivers filed and approved or denied for 2023-2024.	Accepted	03/20/2024	08/14/2024		Joshua Spoon
98	Trial Balance	Please provide the Trial balance for all school sites	Accepted	03/20/2024	09/07/2024	Heather Crowley	Scott Gustafsson
99	Unaudited Actuals	Provide unaudited actual or alternative form issued to the authorizer for each charter School as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson
100	DAT File	Provide DAT file for each charter school as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson
101	Form 62	Provide Form 62 for each charter school as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson
102	Provide functional expense allocation spreadsheet		Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson
103	Revenue Accrual Template	Provide Revenue Accrual Template excel form that schedules of all categorical program calculation for revenue as of June 30, 2024 for each school site. Please ensure that all grant letters for each program noted on the worksheet are included	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson

104	Balance Sheet Detail	Includes a schedule of the following: -All accounts receivable accounts -All accounts payable accounts -Detail of the beginning balance for accounts receivable and reason remaining balances are still present -Detail of the beginning balance for accounts payable and reason remaining balances are still present -Detail of accrued vacation -Detail of Payroll and benefit Accruals -Listing of deferred revenue -Prepaid and Other Assets Detail -Fixed asset schedule that includes any WIP -List of Deletions or disposals of fixed assets -List of Additions of fixed Assets -Detail of Intercompany receivables and payables that matches what is recorded on the foundation or LLC side	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson	
105	Lease Agreements	Provide all lease agreements for the 2023-2024 fiscal year (includes all new and existing agreements) (includes Prop 39 lease agreements)	Accepted	03/20/2024	08/17/2024	Heather Crowley	Scott Gustafsson	
106	Lease agreements signed after June 30, 2024	please provide all lease agreements after June 30, 2024 (includes Prop 39 lease agreements)	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson	
107	Lease Payments	Please provide all lease payments for leases during the June 30, 2024, fiscal year.	Accepted	03/20/2024	08/17/2024	Heather Crowley	Scott Gustafsson	
108	Inventory Listing	Provide an inventory listing as of June 30, 2024.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : We did not have an inventory as of June 30, 2024.
109	Deferred Revenue Grant Letters	Please provide grant letter for any grant balance noted in deferred revenue. (This is not related to state and federal programs that has deferred revenue)	Accepted	03/20/2024	10/18/2024	Heather Crowley	Scott Gustafsson	Heather Crowley : n/a - Only deferred revenue is 23-24 CSI grant

110	With Donor Restriction Grants	Provide grant letters for all With Donor Restriction grants received in the current year.	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson
111	With Donor Restriction Expenses	Please provide any expenses related to any With Donor Restriction revenue during the June 30, 2023, fiscal year.	Accepted	03/20/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson
112	Loan Agreements	Please provide Loan agreements pertaining to any new debt obtained such as but not limited to the following: 1. Line of credit 2. Revolving loan 3. Note payables This also includes any amendments or extensions related to existing debt	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
113	Loan Agreement Payment Schedules	Provide the payment schedule for any new debt obtained during the June 30, 2024. This also includes any amendments to to payment schedules for existing debt.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
114	Bank Statements and Reconciliations	Please provide the bank statements and Reconciliations for June 30, 2024 and July 31, 2023 for all accounts.	Accepted	03/20/2024	10/02/2024	Gracyn Ortiz	Diego Rabadan
115	Investment Accounts	Provide all statement from any investments accounts that were active during the June 30, 2024, fiscal year. Eide Bailly will also request any reconciliation that the organization has prepared that documents, all sales, purchases interest and dividend revenue.	Accepted	03/20/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
116	LCFF Calculation	Please provide the LCFF calculation for the 2024 fiscal year	Accepted	03/20/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
117	Fixed Asset Detail	Please provide the Fixed Asset Detail for all sites.	Accepted	03/20/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson

118	General Ledger Detail	Please provide the GL Detail for the period between 7/1/2023 and 6/30/2024	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
119	Check Register 7/1/2024-9/15/2024	Please provide the checks paid out between 7/1/2024 and Date of Audit	Accepted	03/20/2024	09/20/2024	Gracyn Ortiz	Scott Gustafsson	
120	Deposit Listing 7/1/2024-9/15/2024	Please provide the deposits made between 7/1/2024 and Date of Audit	Accepted	03/20/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson	
121	Journal Entry Listing (JV24) 3/1/2024-9/15/2024	Please provide a combined listing of Journal Entries between 3/1/2024-9/15/2024	Accepted	03/20/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson	
122	2023-2024 Labor Distribution Report for the federal program		Accepted	03/20/2024	09/07/2024	Gracyn Ortiz	Scott Gustafsson	
123	Cash or In-Kind Adult Ed Contributions	Please provide the Charter's Calculation of the nonfederal contribution that are used for Adult Education and literacy activities that are consistent with the purpose of AEFLA (29 USC 3302(b)(2))	Accepted	03/20/2024	09/03/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : See \"Match\" tab
124	Cash Management	Please provide the FY23/24 Report from the G5 System to determine cash reimbursements.	Accepted	03/20/2024	08/28/2024	Gracyn Ortiz	Scott Gustafsson	
125	Eligibility for Individuals	Please provide an excel list of all students enrolled in the Adult Education Program in FY23/24 so we can pull a sample to determine Eligibility.	Accepted	03/20/2024	09/14/2024	Gracyn Ortiz	Scott Gustafsson	Matthew Lemos : Income verifications & age verification for all students. Notes Matthew & Jonathan
126	Level of Effort Calculations	Please provide documentation to note that the Fiscal Effort Per Student or Aggregate Expenditures for Adult Ed in FY21/22 was not less than 90% of the Fiscal Effort Per Student or Aggregate Expenditures for Adult Ed in FY20/21	Accepted	03/20/2024	09/03/2024	Gracyn Ortiz	Scott Gustafsson	Matthew Lemos : All students with entry and exit dates, name or ID. - Notes Matthew & Jonathan
130	Charter School Facility Grant Program Sample	Please provide the supporting invoices so we can determine allowability for the CSFG Program	Accepted	06/20/2024	06/20/2024	Gracyn Ortiz	Joshua Spoon	

131	Unduplicated Sample - CICA	Attached are two populations. Please provide the appropriate documentation per the attached instructions	Accepted	06/20/2024	08/23/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : One student appears to be ineligible for FRPM Status. Additionally, one student is listed as not enrolled. Why are they on the 1.18 form? Were they a former student? Additionally. EL Support is still pending.
132	Unduplicated Sample - HCCS	Attached are two populations. Please provide the appropriate documentation per the attached instructions	Accepted	06/20/2024	08/23/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : All FRPM Testing Completed Awaiting EL Support. Sample List Amended to Reflect.
133	Career Technical Educational Incentive Grant	Please provide the Site's Budget Allocated to the CTEIG Program to verify that the Charter is matching two dollars to every dollar allocated by the State	Accepted	06/20/2024	06/24/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : CICA does not receive CTEIG .
134	Career Technical Education Incentive Grant	Please provide the Site's Budget Allocated to the CTEIG Program to verify that the Charter is matching two dollars to every dollar allocated by the State	Accepted	06/20/2024	07/02/2024	Gracyn Ortiz	Joshua Spoon	
200	Please provide a breakout of Enrollment as of P2 of FY23/24 by Site, Grade, and Track	This will be used to determine the sites we are selecting for Attendance Testing	Accepted	06/12/2024	06/24/2024	Matthew Lemos	Joshua Spoon	
201	Please provide a breakout of Enrollment as of P2 of FY22/23 by Site, Grade, and Track	This will be used to determine the sites we are selecting for Attendance Testing	Accepted	06/12/2024	06/24/2024	Matthew Lemos	Joshua Spoon	
205	HCCS Short Term IS Samples	For the following Students, Please provide the below information Demographic Information that asserts the Student Name and County of Residence Short Term Independent Study Written Agreement with Signatures signed no later than 30 days after the IS One piece of Work Samples that have been retained on File	Accepted	06/24/2024	07/17/2024	Matthew Lemos	Joshua Spoon	

206	HCCS Attendance Teacher Testing	Please provide the Month 2 Teacher Rosters for the following teachers	Accepted	06/24/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : I have provided an updated sample list to reflect some teachers not being available for Month 2. Additionally, I have attached last year\'s support which should allow me to tie the documentation to the HCCS Attendance Detail for Month 2 (8/7/2023-9/1/2023), Joshua Spoon : Due to one teacher not being available at Howe, I have selected an Alternate Teacher: Mozghova, Anna
207	CICA Long Term IS Teacher Samples	For the following Teachers, please provide the following documentation Month 2 Teacher Roster Class Title	Accepted	06/25/2024	07/17/2024	Matthew Lemos	Joshua Spoon	
208	CICA Long Term IS Student Samples	For the attached students, please provide the following Independent Study documentation Demographic information confirming the student's name and county of residence. Please include any information documenting if the student moved counties during this process. Written Independent Contract Document with signatures One example of work samples on file for the month Documentation to show the students participated in synchronous instruction Please fill out the spreadsheet indicated each student	Accepted	06/25/2024	08/14/2024	Matthew Lemos	Joshua Spoon	Joshua Spoon : Support for Student #31000, Brandon Ramon Ruffin seems to indicate signatures on dates after apportionment was earned. Is this the only contract?
209	Payroll Internal Control Samples	For the three employees, please provide the described documents	Accepted	06/26/2024	07/17/2024	Matthew Lemos	Joshua Spoon	
210	Expense Internal Control Sample	Please provide the invoice and audit trail for the attached sample	Accepted	06/26/2024	07/02/2024	Gracyn Ortiz	Joshua Spoon	

220	2023-2024 Arts and Music Report	Please provide the FY2023-2024 Arts and Music Report posted the Charter's Website	Accepted	07/11/2024	07/22/2024		Joshua Spoon	Gracyn Ortiz : HCCS: https://hccs.hccts.org/apps/pages/AM, Gracyn Ortiz : CICA: https://www.cicacademy.org/apps/pages/AM
221	Board Approval of 2023-2024 Arts and Music Report		Accepted	07/11/2024	07/22/2024	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : https://4.files.edl.io/3051/06/21/24/174050-40e47019-b547-44a8-b245-cb890d92a5ea.mp3
222	Arts and Music Expenditure List	Please provide the full list of expenditures allocated using the Arts and Music in Schools Grant (Prop 28)	Accepted	07/11/2024	08/07/2024	Gracyn Ortiz	Joshua Spoon	
230	HCCS Student Sample	Please provide the student name for each sample as well as documentation showing that the student was absent for the entire day and appropriately does not claim apportionment	Accepted	07/17/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
231	Attendance P2 Narrative	Please have the individual who prepares the P2 answer the attached questions	Accepted	07/17/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
232	Long Term IS Narrative	Please have the individual who prepares the CICA Independent Study Calculations complete this narrative.	Accepted	07/17/2024	08/14/2024	Matthew Lemos	Scott Gustafsson	
502	Revised P-2 Report	Include supporting schedules and reports that will match the P-2 report.	Accepted	06/10/2024	09/19/2024	Matthew Lemos	Scott Gustafsson	Joshua Spoon : Can I get the Date Ranges of Each Track for P2? I will be calculating it against the calendar provided. Additionally, why is BV, ARI, 12th St., and KOLAS being deducted out of the ADA calculations in these adjustments?, Matthew Lemos : Joshua - I was notified by data that the final version slightly varied from the previous restatement for CICA due to the final review of student files. I have provided that data here., Joshua Spoon : Please provide the PDF Printouts of the PADC Reports for Revised P2, akin to how Annual was presented.

503	Please provide a detail of federal revenue/expenditure resources for FY23/24	This will be used to determine the year's Single Audit Testing	Accepted	08/12/2024	08/14/2024	Gracyn Ortiz	Joshua Spoon
504	Additional Unduplicated Sample - CICA	Attached are two populations. Please provide the appropriate documentation per the attached instructions	Accepted	08/31/2024	09/19/2024	Matthew Lemos	Scott Gustafsson
505	Additional Unduplicated Sample - HCCS		Accepted	08/31/2024	09/19/2024	Matthew Lemos	Scott Gustafsson
506	Lease Completeness Testing Sample	Please providing supporting documentation (invoice, purchase order, etc.) showing a description of the goods purchased/services performed.	Accepted	09/30/2024	10/13/2024	Gracyn Ortiz	Scott Gustafsson
507	2024-2025 HCCTS Proposed Budget	Note: It looks like this was approved in the June 20, 2024 board meeting	Accepted	09/30/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
508	Subsequent AP Sample	Please provide documentation to support the following checks paid to determine if the expense should have been accrued in FY23/24.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
509	Substantive AP Sample	Please provide support for the following AP Samples.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
510	AP Account Details	Please provide the AP Details that make up the balances on specified accounts.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
511	Prepaid Expenses Sample	Please provide any documentation relating to the prepaid expenses listed on the Excel Workbook attached.	Accepted	10/01/2024	10/03/2024	Gracyn Ortiz	Scott Gustafsson
512	Fixed Assets Additions Sample	Please provide supporting documentation (invoice, purchase order, etc.) for the fixed assets additions sample	Accepted	10/04/2024	10/18/2024	Gracyn Ortiz	Scott Gustafsson

513	Support for Variance in Bank Accounts	Please provide the support or explanation as to why the bank reconciliations are not matching the DAT Files we have. See attached Excel Workbook for specific accounts.	Accepted	10/17/2024	05/19/2025	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : #513 - The variance in the cash accounts is due to two things – first, the reconciliation report needed to be refreshed after closing, as there were some outstanding checks that were voided. A new report has been saved. This left a variance of $3,728.87, which is due to the inclusion of Fund 64-FSA in the recon/balance sheet. However, the FSA is not reported in SACS.
514	Detailed check register - FY 23-24	Please provide a detailed check register for the accounts ending in 6413 as well as 6421.	Accepted	10/17/2024	10/23/2024	Gracyn Ortiz	Scott Gustafsson	Gracyn Ortiz : There were no checks cut out of 6421
515	M1 to M9 Attendance Summaries	Please provide Month 1 to Month 9 Attendance Summary	Accepted	01/23/2025	05/19/2025	Mark Lutgen	Scott Gustafsson	
516	941Tax Returns	Can you please provide all 4 quarters for the 941 related to the 2024 fiscal year: 1. 2023 3rd quarter 2. 2023 4th quarter 3. 2024 1st quarter 4. 2024 2nd quarter	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	
517	Medical Benefits	Can you please provide me a rate per employee for all benefits as well as total employees participating in each plan?	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	Paul Khoury : 464 employees were enrolled in the 2024 benefits program
518	401K/457 Contribution	Can you please provide a summary by month showing contribution matches?	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	Paul Khoury : Attached spreadsheet was provided by TCG HUB and shows all employee deductions and employer match contributions for July 2023 - June 2024. Please let me know if you need any additional information
519	Percentage of Salary increase for FY 22-23 and FY 23-24	Could you please provide us with the percentage of salary increases for FY 2022-23 and FY 2023-24? If the increase rates differ by employee type, kindly indicate that as well.	Accepted	01/28/2025	04/17/2025	Gracyn Ortiz	Joshua Spoon	Paul Khoury : We had 2 rounds of salary increases - effective 11/1/2023 a 5% increase,, then effective 4/1/2024 another 5% increase. Do you need the employee list showing everyone\'s new rates?

520	STRS and PERS Contributions	Please provide documentation supporting total STRS and PERS Contributions.	Accepted	01/28/2025	04/17/2025	Paul Khoury	Joshua Spoon	Paul Khoury : I provided copies of cks submitted to Sacramento County Office of Ed for monthly STRS conrtibutions. We do not have PERS at Highlands. Please let me know if there\'s anything else you need for this request.
521	To determine a baseline, please provide a listing of Arts Education Expenses in FY22/23		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2022-23.
522	To determine a baseline, please provide a listing of Arts Education Expenses in FY23/24		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2023-24.
523	To determine a baseline, please provide a listing of Arts Education Expenses in FY22/23		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2022-23.
524	To determine a baseline, please provide a listing of Arts Education Expenses in FY23/24		Accepted	02/20/2025	02/21/2025	Gracyn Ortiz	Joshua Spoon	Gracyn Ortiz : We did not have any Arts Education in FY 2023-24.
525	Expense Analytical Followup		Accepted	02/21/2025	04/17/2025	Gracyn Ortiz	Joshua Spoon	
526	Independent Study Ratio		Accepted	02/24/2025	05/19/2025	Matthew Lemos	Scott Gustafsson	
527	UPP exception noted for EL testing		Accepted	05/13/2025	05/19/2025	Matthew Lemos	Scott Gustafsson	
7	Audit Planning Questionnaire	Please complete the attached audit planning questionnaire in full and return to us. If you would prefer to setup a conference call to go through the questions together please contact the engagement lead or partner and we will setup a meeting.	Outstanding	03/20/2024				Matthew Lemos : I apologize if I missed it but is there an attachment for this item?
30	Net Asset Testing	Please provide the net asset classification determinization that will be included in the unaudited actuals for the 23-24 school year along with some form of approval of these figures by management.	Outstanding	05/06/2024				Diana Gonsalves : Can you provide a sample of what this would look like? I am not familiar with this request, Thanks Diana

127	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Outstanding	03/20/2024		
128	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Outstanding	03/20/2024		
500	2023-2024 certification regarding Arts and Music in Schools funds.	Note: This certification would have been completed in PADC.	Outstanding	03/20/2024		
529	State auditor Independent Study Ratio calculations		Outstanding	06/27/2025		Matthew Lemos : Jonathan, we were not provided the CSA calculations. I will request them now to see if it is possible to obtain.
528	Revised P2 Attendance Reports		Fulfilled	06/27/2025	Kat Michiels	

EXHIBIT K

Email from San Diego County Office of Education Nancy Mora

HIGHLANDS COMMUNITY CHARTER SCHOOL

Melissa Roberson <melissa.roberson@hccts.org>

Fwd: Adult Education credential authorization

3 messages

Murdock Smith <murdock.smith@hccts.org> Mon, Dec 30, 2024 at 10:39 AM
To: Bill McGuire <billmcguire99@gmail.com>, Melissa Roberson <melissa.roberson@hccts.org>

FYI

---------- Forwarded message ---------
From: **Nancy Mora** <nancy.mora@sdcoe.net>
Date: Fri, Oct 20, 2023 at 2:20 PM
Subject: Adult Education credential authorization
To: Murdock Smith <murdock.smith@hccts.org>
Cc: Human Resources - Highlands <hr@hccts.org>, HCCTS Credentialing <credentials@hccts.org>

Good afternoon Doc,

It was a pleasure speaking with you today about your adult education credential educators. To clarify authorizations here is a summary:

- single subject and multiple subject credentials: do not authorize teaching in an adult setting
- adult education credentials: authorize the holder to teach the subjects named on the credential in courses primarily for adults (not authorized to teach K-12)

One of the academic subjects that can be verified and listed on an adult education credential, and that most of the HCCTS candidates have, is Elementary and Secondary Basic Skills (ESBS). That subject authorizes the candidate to teach basic K-8 education, arithmetic, reading, GED, citizenship to adults.

Based on the conversation held with your reviewer and educator, it is possible that a confusion/breakdown in language or terminology caused the concern. Mr. Cooc holds a preliminary AE:ESBS (along with Social Science and English) credential so he is authorized to teach math in an adult setting.

I've attached the CTC's CL-697B leaflet, which outlines the requirements and authorizations for an adult education credential, for your reference.

Please do not hesitate to contact me if you have additional questions.

Happy Friday!

Nancy Mora

Harmony Responsibility * Consistency * Discipline * Intellection*
Credentials Technician, Teacher Effectiveness & Preparation - Human Resource Services
San Diego County Office of Education
6401 Linda Vista Road, Room 103
San Diego, CA 92111
Phone: 858.295.8791
Email: nancy.mora@sdcoe.net
Website: SDCOE Educator Prep
Twitter: @SDCOE4Educators

Please do not include social security numbers in email or attachments

--

Murdock Smith | Executive Director/CEO
a: 1333 Grand Ave. Sacramento, CA 95838
p: 916.844.2283
w: hccts.org | "It's Never Too Late..."

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DS Adult Education Teaching Cred CL-697B (38).pdf
212K

Melissa Roberson <melissa.roberson@hccts.org> Mon, Dec 30, 2024 at 10:44 AM
To: Maryana Mazyak <maryana.mazyak@hccts.org>

Please read. We may need this for JLAC and TRUSD in the future. There is disagreement between whether or not our teachers need a single-subject or adult ed credential. We have been instructed by San Diego County Office of ed to use Adult ed credentials.
[Quoted text hidden]

--

Melissa Roberson | Director of Accountability & Assessment

a: 555 Capitol Mall Suite #1275 Sacramento, CA 95814
p: 916.839.6716 | **c:** 503.360.6872
w: hccts.org | "It's Never Too Late..."

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Bill McGuire <billmcguire99@gmail.com> Fri, Jan 10, 2025 at 8:26 PM
To: Murdock Smith <murdock.smith@hccts.org>
Cc: Melissa Roberson <melissa.roberson@hccts.org>

This is why we need 8th grade!
[Quoted text hidden]
--
Bill McGuire
California School Inspections, LLC
billmcguire99@gmail.com
Mobile Phone 559-217-3901
High Expectations Lead to High Achievement

EXHIBIT L

HIGHLANDS_Resolution for Credentialed Teachers RIF (4-29-25)(9389715.1)

RESOLUTION OF THE BOARD OF DIRECTORS OF HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS APPROVING REDUCTION IN FORCE FOR CREDENTIALED TEACHERS

WHEREAS, Highlands Community Charter and Technical Schools ("HCCTS") is a California nonprofit public benefit corporation that currently operates two California public charter schools: (i) Highlands Community Charter School and (ii) California Innovative Career Academy (collectively referred to as the "Schools");

WHEREAS, in reliance on the most current information provided to the Board from the HCCTS Executive Director and management team, the HCCTS Board of Education ("Board") understands that HCCTS will be required to undergo very significant reductions in enrollment from approximately 13,000 to approximately 3,300 students, resulting in very significant reductions in revenue and operations, for the 2025-26 school year ("FY 2025-26");

WHEREAS, this anticipated considerable reduction in the Schools' enrollment and operations will significantly reduce HCCTS' staffing needs, and significantly reduces available funds to compensate School employees;

WHEREAS, the Board is responsible for prudent budgeting and for utilizing School funding for public school purposes that best benefit the education of students in its schools, in accordance with legal requirements including Education Code section 47633(c) and Article 16, Section 6, of the California Constitution;

WHEREAS, in making decisions about operational staffing needs, the Board is also cognizant of its fiduciary duty to act, in good faith, in a manner that each director believes to be in the best interests of HCCTS and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances, as set forth in Corporations Code section 5231;

WHEREAS, in light of the very significant anticipated reduction in the Schools' enrollment and revenue beginning in FY 2025-26, and based on the information, opinions, reports, statements, and/or data prepared or presented by the officers of the corporation and independent accountants and/or auditors, the Board has determined it is necessary for HCCTS to implement a Reduction in Force ("RIF") for Credentialed Teachers, reducing HCCTS' total Credentialed Teachers from 240.43 FTE to 52.51 FTE (see EXHIBIT A) with an anticipated last day of work of June 30, 2025 for separating employees;

WHEREAS, the Board does not take the decision to reduce staff lightly; however, based on the most current and reliable information available to the Board from the Executive Director and School team, the Board is faced with such a significant overall reduction in the Schools' enrollment, revenue, and organizational size in FY 2025-26, that the organization must undergo the RIF described herein in order for the Board to fulfill its fiduciary responsibilities and for

"ensuring progress toward the mission, faithfulness to the charter, and fiscal viability" as set forth in the Schools' charters; and

WHEREAS, the Board seeks to delegate to the HCCTS Executive Director and/or designee to execute the necessary RIF as set forth herein in accordance with applicable law and organizational policies, including sending 60-day notices to impacted personnel pursuant to the California Worker Adjustment and Retraining Act set forth at California Labor Code section 1400, *et. seq.*.

NOW, THEREFORE, this Board does hereby find, resolve, and order as follows:

Section 1. The foregoing recitals are true and correct, and incorporated herein.

Section 2. The Board hereby approves the RIF for Credentialed Teachers described herein, reducing HCCTS' total Credentialed Teachers from 240.43 FTE to 52.51 FTE with an anticipated last day of work of June 30, 2025 for separating employees.

Section 3. The Board has determined, based on the most current and reliable information available to the Board, that this RIF is necessary and in the best interests of HCCTS in light of the very significant enrollment and revenue reductions for the Schools beginning in FY 2025-26.

Section 4. The HCCTS Executive Director and/or designee, acting alone or together, is(are) hereby authorized and directed to execute the RIF as described herein in accordance with applicable law and organizational policies, including sending 60-day notices to impacted personnel pursuant to the California Worker Adjustment and Retraining Act set forth at California Labor Code section 1400, *et. seq.*, and to take or cause to be taken all such other actions as may be required to fulfill the purposes of the foregoing resolutions.

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of Highlands Community Charter and Technical School ("HCCTS"), a California nonprofit public benefit corporation, County of _____, California, hereby certify as follows:

The attached is a full, true, and correct copy of the resolutions duly adopted at a special meeting of the Board of Directors of HCCTS, which was duly held on April 29, 2025, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand on _____, 2025.

_____
Secretary of the Board of Directors of
HCCTS

EXHIBIT A

Job Title	Total FTE	Reduction in Force	Remaining FTE
Teacher Hourly	5.43	(1.93)	3.51
Teachers	235.00	(186.00)	49.00
TOTAL	**240.43**	**(187.93)**	**52.51**

EXHIBIT M

4111.2 BP Credentialing Requirements Communications - February 20, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

4112.2 BP Credentialing Requirements Communications

Board Policy

Purpose

Highlands Community Charter and Technical Schools (HCCTS) is committed to ensuring that all employees meet and maintain the appropriate credentialing requirements as mandated by state and federal laws. This policy establishes guidelines for communicating credentialing expectations, monitoring compliance, and supporting employees in meeting credential requirements.

Scope

This policy applies to all HCCTS instructional staff, administrators, and other certificated personnel required to hold valid credentials or certifications for their respective roles.

Credentialing Requirements

HCCTS requires that all certificated employees maintain valid and appropriate credentials issued by the California Commission on Teacher Credentialing (CTC) or other relevant licensing bodies as applicable to their roles. Employees must:

- Hold the proper credential or certification for their assignment at the time of hire.
- Maintain active status and renew credentials as required.
- Comply with state and federal regulations, including those under the California Education Code and Title 5 of the California Code of Regulations.
- Provide proof of credential validity and renewal to the Human Resources department within the specified timeline.

Communication of Credential Requirements

To ensure compliance, HCCTS will:

- Notify employees of their credential requirements upon hiring and annually thereafter.
- Provide timely reminders regarding renewal deadlines and required documentation.
- Offer support and guidance through the Credentialing Department to help employees navigate the credentialing process.
- Maintain accessible resources outlining credential requirements on internal platforms.

Monitoring and Compliance

HCCTS will establish procedures for:

- Regularly reviewing employee credential records to ensure compliance.
- Notifying employees of upcoming credential expirations.
- Assisting employees in resolving credential deficiencies.
- Reporting credential status to the California Department of Education (CDE) and other applicable agencies as required.

Support for Credential Attainment and Renewal
HCCTS recognizes the importance of supporting employees in maintaining their credentials and will:

- Provide guidance on credential application and renewal processes.
- Offer reimbursement opportunities for eligible credential-related expenses in accordance with HCCTS reimbursement policies.
- Collaborate with professional development initiatives to support credential compliance.

Non-Compliance Consequences
Failure to comply with credentialing requirements may result in:

- Notification to the employee and provision of a grace period to rectify deficiencies.
- Suspension or termination of employment in accordance with HCCTS policies and applicable labor agreements.

Recordkeeping and Reporting
The Human Resources department is responsible for:

- Maintaining accurate credential records for all certificated employees.
- Providing reports to the Executive Director and Board of Directors as necessary.
- Ensuring confidentiality of employee credential records in compliance with applicable privacy laws.

Oversight
The Executive Director or designee shall be responsible for implementing and overseeing compliance with this policy.

Approved: February 20, 2025

EXHIBIT N

UMassGlobalAgreement-Executed

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INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOL
AND UMASS GLOBAL

This Agreement is made between the Highlands Community Charter and Technical School ("HCCTS"), a California non-profit corporation with its principal place of business at 1333 Grand Avenue, Sacramento, CA 95838, and UMass Global ("Independent Contractor") , a California non-profit corporation with its principal place of business at 65 Enterprise, Suite 150, Aliso Viejo, CA 92656.

It is the desire of HCCTS to engage the services of Independent Contractor. Such services and the relationship between HCCTS and Independent Contractor shall be governed according to the following terms and conditions:

SECTION 1. SERVICES TO BE PERFORMED. Independent Contractor agrees to perform the services detailed in **Attachment A** on HCCTS's behalf.

SECTION 2. PAYMENT. In consideration for the services to be performed by Independent Contractor, HCCTS agrees to pay Independent Contractor at the rate described in Attachment A, not to exceed $2,000,000 for the term of this Agreement. Payment to Independent Contractor will be made no later than net 30 days after receipt of each Independent Contractor invoice.

SECTION 3. EXPENSES. Independent Contractor shall be responsible for all expenses incurred while performing services under this Agreement.

SECTION 4. MATERIALS. Independent Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

SECTION 5. CONDITIONS OF INDEPENDENT CONTRACTOR SERVICES. As a condition of Independent Contractor being selected to provide the services detailed in **Attachment A**, Independent Contractor shall provide HCCTS with the following:

- Copy of qualifications, including resume, credential, license(s), or certification for Independent Contractor as they relate to the services provided under **Attachment A**;
- Completion of Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance and Credential Verification (**Attachment B**);
- Proof of insurance as it relates to the services provided under **Attachment A** including an executed Certificate Regarding Workers Compensation in substantially the form attached as **Attachment C** hereto; and
- Independent Contractor's W-9.
- **Attachment D**, where applicable, contain supporting document(s) to HCCTS' Independent Contractor Agreement. HCCTS' Independent Contractor Agreement shall supersede the content(s) referenced in the supporting document(s).

SECTION 6. INTELLECTUAL PROPERTY OWNERSHIP. Independent Contractor assigns to HCCTS all patent, copyright and trade secret rights in anything created or developed by Independent Contractor for HCCTS under this Agreement. This assignment is conditioned upon full payment of the compensation due Independent Contractor under this Agreement. Independent

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Contractor shall help prepare any documents HCCTS considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to HCCTS. Independent Contractor agrees to honor the proprietary information of HCCTS and shall not disclose or circumvent such proprietary information now or in the future. Upon the conclusion of this Agreement, Independent Contractor shall return all records, files, contacts and other proprietary information of HCCTS to HCCTS. However, HCCTS shall reimburse Independent Contractor for all reasonable actual expenses necessary to carry out the terms of this Section.

SECTION 7. TERM OF AGREEMENT. This agreement will become effective when signed by both parties and will terminate the date either party terminates the Agreement as provided below.

SECTION 8. TERMINATING THE AGREEMENT. During the term of this Agreement, either party may terminate the Agreement without cause or advance notice at any time by providing written notice to the other party.

This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; or (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement, including failure to pay any financial obligations within the specified time according to this Agreement; (e) revocation or nonrenewal of either of the HCCTS-operated charter school petitions; or (f) 12 months after the effective date as identified in Section 7 above.

Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiration of this Agreement shall remain in full force and effect, and termination or expiration will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up until that date.

SECTION 9. INDEPENDENT CONTRACTOR STATUS. Independent Contractor is an independent contractor, not an employee of HCCTS. Independent Contractor's employees or subcontractors are not HCCTS's employees. Independent Contractor and HCCTS agree to the following rights consistent with an independent contractor relationship:

(a) Independent Contractor has the right to perform services for others during the term of this Agreement.

(b) Independent Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of Independent Contractor's services are consistent with the responsibilities set forth herein at **Attachment A** as dictated by HCCTS.

(c) Independent Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

(d) Independent Contractor or Independent Contractor's employees or subcontractors shall perform the services required by this Agreement; HCCTS shall not hire, supervise or pay any assistants to help Independent Contractor.

(e) Neither Independent Contractor nor Independent Contractor's employees or subcontractors shall receive any training from HCCTS in the skills necessary to

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perform the services required by this Agreement.

(f) HCCTS shall not require Independent Contractor or Independent Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.

(g) Neither Independent Contractor nor Independent Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of HCCTS.

SECTION 10. WORKERS' COMPENSATION. HCCTS shall not obtain workers' compensation insurance on behalf of Independent Contractor or Independent Contractor's employees. If Independent Contractor hires employees to perform any work under this Agreement, Independent Contractor will obtain workers' compensation insurance for those employees to the extent required by law. Prior to the commencement of services, Contractor shall furnish the School with an executed Certificate Regarding Workers Compensation in substantially the form attached as **Attachment C** hereto.

SECTION 11. LOCAL, STATE AND FEDERAL TAXES. Independent Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. HCCTS will not:

(a) Withhold FICA from Independent Contractor's payments or make FICA payments on Independent Contractor's behalf;

(b) Make state or federal unemployment compensation contributions on Independent Contractor's behalf; or

(c) Withhold state or federal income tax from Independent Contractor's payments.

If Independent Contractor is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to HCCTS. Independent Contractor shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by HCCTS.

SECTION 12. CONFIDENTIALITY. Independent Contractor acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCTS and/or used by HCCTS in connection with the operation of its business including, without limitation, HCCTS's business and product processes, methods, pupil/personnel record information, accounts and procedures. All information regarding students of HCCTS will remain confidential to Independent Contractor unless a separate, specific, properly executed consent (including permission from HCCTS's student) for the release of information is obtained prior to such release. Any information regarding student(s) received by HCCTS's personnel or Independent Contractor providing services pursuant to this Agreement shall remain confidential and shall not be communicated to any person or entity other than appropriate HCCTS personnel.

SECTION 13. EXCLUSIVE AGREEMENT. This is the entire Agreement between Independent Contractor and HCCTS. All previous agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby.

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SECTION 14. MODIFYING THE AGREEMENT. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both parties.

SECTION 15. DISPUTE RESOLUTION. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Sacramento County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Sacramento County. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.

SECTION 16. LIMITED LIABILITY. This provision allocates the risks under this Agreement between Independent Contractor and HCCTS. Independent Contractor's pricing reflects the allocation of risk and limitation of liability specified below. However, Independent Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Independent Contractor or Independent Contractor's employees or agents while on HCCTS's premises to the extent such actions or omissions were not caused by HCCTS. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 17. LIABILITY AND INDEMNIFICATION. With regard to the services to be performed by the Independent Contractor pursuant to the terms of this Agreement, HCCTS shall not be liable to the Independent Contractor, or to anyone who may claim any right due to any relationship with the Independent Contractor, for any acts or omissions of HCCTS, except when said acts or omissions of HCCTS are due to willful misconduct or gross negligence. Independent Contractor shall hold HCCTS free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered by Independent Contractor pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of HCCTS and HCCTS is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

SECTION 18. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement;

(b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or

(c) When sent by fax to the last fax number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly

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given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Independent Contractor:	If to HCCTS:
Attn: Erika Saito	Attn: Bill McGuire
65 Enterprise, Suite 150	1333 Grand Avenue
Aliso Viejo, CA 92656	Sacramento, CA 95838
Lorine.saito@umassglobal.edu	Bill.McGuire@hccts.org
	916.738.0837

SECTION 19. NO PARTNERSHIP. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

SECTION 20. INTERPRETATION AND OPPORTUNITY FOR COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

SECTION 21. APPLICABLE LAW. This Agreement will be governed by the laws of the State of California.

SIGNATURES:

ON BEHALF OF HCCTS:	**INDEPENDENT CONTRACTOR:**
Signed by: Bill McGuire 8CE05B926B45451...	DocuSigned by: David Andrews 5FE5BE3779704C8...
Bill McGuire	David Andrews, Chancellor
Title: Executive Director	Taxpayer ID Number: 26-0152908
Date: 06/10/25	Date: 06/10/25

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Attachment A

Scope of Services

Description of Services:

Independent Contractor will deliver the following program, hereafter referred to as "Program" to HCCTS employees:

• 2042 Single Subject Credential Program with English Learner Authorization

The Program prepares individuals to teach a specific subject in a departmentalized classroom and is aligned with the California Commission on Teacher Credentialing Teaching Performance Expectations. Program requirements may be found on the Independent Contractor's academic catalog: https://catalog.umassglobal.edu/education/teaching-credential-programs/single-subject-english-learner-authorization/#programrequirementstext

HCCTS shall provide a tuition assistance benefit, to their approved employees, that pays for all tuition and fees of the Program. HCCTS shall identify and approve employees eligible for the tuition assistance benefit. This Agreement applies to HCCTS employees who apply and enroll for a Summer 2, 2025 start of the programs detailed herein.

Admissions and Program Status:

- All admission determinations shall be solely the responsibility of Independent Contractor.
- Independent Contractor does not guarantee the admission of HCCTS approved employees.
- Approved HCCTS employees must meet the admission requirements of Independent Contractor and comply with the terms and conditions set forth in the Independent Contractor academic catalog and student handbook.
- Approved HCCTS employees must be admitted prior to the start of their program.
- Independent Contractor does not guarantee the successful completion of the Program by any HCCTS employee. HCCTS employees must independently complete all coursework and program requirements to complete the Program.
- Independent Contractor will evaluate the California Adult Education Credential for the potential waiver of two introductory courses. The waiver of any course will reduce the total number of credits employees need to satisfy to complete the Program.

Financial Responsibility:

- HCCTS will pay expenses for tuition and fees, textbooks excluded, of the Program.
- Admitted HCCTS employees will be responsible for all textbook costs.
- HCCTS shall provide Independent Contractor a list of employees approved for the tuition assistance benefit.

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- Independent Contractor shall provide no less than a fifteen percent (15%) scholarship for all HCCTS eligible employees admitted to the Program. This agreement applies to HCCTS eligible employees who apply, are admitted, and enroll for a Summer 1, 2025 start to the Program.
- HCCTS shall pay to the Independent Contractor, the tuition and fees for all employees approved for the tuition assistance benefit.
- Tuition may be subject to increase Fall 2025 and future years.
- Should HCCTS determine that any employee has not met HCCTS grade requirements or other expectations and therefore HCCTS tuition assistance is not applicable, HCCTS shall continue to pay Independent Contractor for tuition assessed and will work with the employee, outside of this agreement, in obtaining reimbursement from the student.
- HCCTS may add or remove employees eligible for the tuition assistance benefit via written agreement. Email from the designated HCCTS contact person is acceptable.
- HCCTS will not be responsible for paying tuition and fees for employees enrolled in coursework for the Master of Arts in Teaching.
- HCCTS will be responsible for paying the prorated tuition for employees who drop their course per the following schedule:

If an employee drops their course, HCCTS is responsible for the following tuition amount:

Course dropped:	**Prorated Tuition Amount**
Within the first week of session	10%
Within the second week of session	20%
After the second week of session	100%

- Any employee wishing to retake a course for any reason shall be responsible for paying any tuition and fees for the session of that course. For clarity, Independent Contractor shall not bill HCCTS for any courses retaken by HCCTS employees.
- Payment: Independent Contractor will submit the invoice for the tuition and fees of all eligible employees for each session to HCCTS after the final census of enrollment (week 3 of each session). Payment shall be due upon receipt.

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Not Applicable

Matthew Lemos

Attachment B ☒

**Certification of Criminal Background Clearance,
Tuberculosis (TB) Clearance, and Credential Verification**

This form is to be completed with respect to the Agreement between HCCTS Community Charter School ("HCCTS") and Vendor ("Independent Contractor").

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

☐ A. The Independent Contractor hereby certifies to HCCTS that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with HCCTS students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. The Independent Contractor shall also request and receive subsequent arrest and conviction notifications for all such employees from the California Department of Justice to ensure ongoing safety of students and report any new notifications of arrests and convictions to HCCTS.

☐ B. The Independent Contractor hereby certifies to HCCTS that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. The Independent Contractor requires all new employees to provide the Independent Contractor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. The Independent Contractor maintains current TB clearances for all such employees.

☐ C. The Independent Contractor hereby certifies to HCCTS that it has required and verified that all of the Independent Contractor's employees whose assignment at HCCTS requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(*l*).

List below, or attach, the <u>name and other information for each vendor employee</u> for whom the Independent Contractor has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.

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Name of Employee	Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)
John Example	*07/23/2014*	*07/23/2018*	*MSTC 07/01/2018*

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide HCCTS with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

Independent Contractor Signature | Printed Name | Title | Date

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WAIVER JUSTIFICATION:

☒ D. The Independent Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

☒ The Independent Contractor and its employees will have NO CONTACT with pupils. No school-site services will be provided and no remote/virtual interaction with students will occur.

☐ The Independent Contractor and its employees will have LIMITED CONTACT with pupils, but this contact will be completely supervised by school employees and/or the student's parent/guardian at all times. Independent Contractor shall attach additional information outlining the terms of supervision by school employees and/or parents/guardians of the students.

☐ The Independent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Independent Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

Check all methods to be used:

☐ 1) Installation of a physical barrier at the worksite to limit contact with students.

☐ 2) Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious of violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

☐ 3) Surveillance of employees of the Independent Contractor by school personnel

☐ The Services provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

Docusign Envelope ID: D0648771-637A-4C32-9149-B79390BB29F0

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide HCCTS with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

DocuSigned by:

David Andrews	David Andrews	Chancellor	06/10/25
Independent Contractor Signature	Printed Name	Title	Date

Docusign Envelope ID: D0648771-637A-4C32-9149-B79390BB29F0

Attachment C

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor: David Andrews, UMass

Signature: DocuSigned by: David Andrews 5FE5BE3779704C0...

Date: 06/10/25

Docusign Envelope ID: D0648771-637A-4C32-9149-B79390BB29F0

Attachment D

Supporting Document(s) to HCCTS' Independent Contractor Agreement

EXHIBIT O

Example of Teacher Agreement HCCTS K-12 Single Subject Credential Pathway

Docusign Envelope ID: 58234907-0110-41CC-A9EB-2ECAA8793A2D

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Teacher Single Subject Credential Pathway Agreement

This Agreement is entered into between Highlands Community Charter & Technical Schools ("HCCTS" or "School") and the undersigned educator ("Teacher") who seeks to obtain a Single Subject Teaching Credential through a California Commission on Teacher Credentialing ("CTC") approved program in accordance with California state laws and regulations.

Purpose:
This Agreement outlines the commitment of the Teacher to pursue and earn a Single Subject Teaching Credential in the following statutory subject(s) agreed upon by Teacher and HCCTS [Science] through the University of Massachusetts Global ("UMass Global") educator preparation program (internship pathway) or another similar CTC-approved university internship credential program approved by the School, and the School's agreement to advance upfront costs related to pre-service coursework and tuition, subject to reimbursement by the Teacher for failure to successfully progress through the pathway.

Important Note:
This Agreement is not an offer of employment or a commitment to continued employment by the School. It is a commitment by the Teacher to complete the credentialing pathway described herein, so long as Teacher remains employed by School, to earn the Single Subject Teaching Credential described herein. **Official offers will be extended after acceptance into the credentialing pathway and a mentor is assigned.**

1. Pathway Overview

The Teacher agrees to complete the approved credentialing pathway described herein, which includes achieving subject matter competency for enrollment in the program (e.g. completion of pre-service coursework and/or subject matter examination if needed), program coursework, clinical training, and testing components as outlined in the attached UMass Global curriculum and pathway documentation and the CTC's Single Subject Teaching Credential requirements

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for teachers prepared in California. The School will advance upfront costs for eligible pre-service, program coursework and internship components as set forth herein, with reimbursement required from the Teacher based on unsuccessful completion and progression.

2. Financial Commitments and Reimbursements

The School shall cover all approved costs related to pre-service coursework (if needed), enrollment in the internship pathway program described herein, and associated program tuition and fees necessary to meet the credentialing requirements.

- In order to incentivize eligible employees to obtain their Preliminary Single Subject Credential, HCCTS will directly pay the costs of required pre-service coursework and tuition costs for the employee to enroll in and complete a CTC-approved Single Subject Teaching Credential educator preparation program (internship pathway) selected by HCCTS, subject to reimbursement by the employee for failure to successfully progress through the pathway. (Board Policy 4112.3)

- Once an educator has obtained their Preliminary Single Subject Credential, and for other educators who are required to obtain additional credentials or renew credentials as a condition of their employment, the costs associated with the induction program and/or to obtain an additional credential or renew their credential, will be paid for by the employee and reimbursed by HCCTS provided that the employee fulfills certain pre-determined criteria. (Board Policy 4112.3)

- The Teacher's reimbursement terms and schedule will be detailed in a separate reimbursement agreement, consistent with the pathway requirements for induction.

3. Conditions and Limitations for Financial Assistance (Board Policy 4112.3)

- Financial assistance is subject to budget availability and may be prorated or capped annually or as needed at the discretion of the Executive Director and the Board.

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Payment of expenses provided by outside funding sources (e.g., grants) are not eligible for additional financial assistance from HCCTS.

- Employees who voluntarily terminate their employment within one year of receiving the financial assistance may be required to repay a 50% portion of the financial assistance amount.

4. Emergency Permits and Intern Credential

While pursuing and prior to completion of the credentialing pathway, Teacher understands and agrees that HCCTS will pursue/approve on Teacher's behalf the appropriate CTC-issued emergency permit(s)/intern credential based on Teacher's qualifications, as outlined by CTC and in the chart below, for Teacher to legally serve as a teacher at School prior to Teacher's completion of their credentialing pathway:

Type	Purpose	Eligibility	Valid For	Key Notes
PIP Provisional Internship Permit	Allows educator who has not met subject matter competence needed to enter intern program to fill immediate staffing need	BA + successful completion of at least 18 semester units, or 9 upper division semester units, of coursework in the subject to be listed on the permit	1 year (non renewable)	School must verify that a diligent search has been made, and a fully credentialed teacher cannot be found

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STSP Short Term Staff Permit	Allows educator who has met subject matter competence for intern program, but	BA + subject matter competency + a degree major in the subject area or successful completion of	Up to 1 school year (non renewable)	School must verify local recruitment efforts, provide orientation to Teacher, assign a mentor teacher, and submit

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	prior to enrollment in intern program, to fill acute staffing need	at least 18 semester units, or 9 upper division semester units, of coursework in the subject to be listed on the permit		written justification of acute staffing need to the CTC
University Intern Teaching Credential	Available once Teacher has pre service preparation and is enrolled in CTC-approved internship pathway credential program as described herein	BA + subject matter competency + U.S. Constitution + 120 hours pre service and enrollment in credential program	2 years (renewable once)	PSA 24-03: University Intern Credentials authorize adult teaching; must be in CTC approved program

Docusign Envelope ID: 58234907-0110-41CC-A9EB-2ECAA8793A2D

To the extent a different emergency teaching permit and/or local assignment option is applicable, Teacher and School will cooperate to meet/document the applicable requirements so that Teacher may legally serve as a teacher at School prior to Teacher's completion of their credentialing pathway.

5. Pathway Requirements

The Teacher agrees to successfully complete all application procedures, coursework, clinical practice, and testing as required by the UMass Global program or a similar university internship program approved by the School.

- Completing the required coursework (See Addendum A)
- Satisfying subject matter competency
- Passing the US Constitution exam
- Earning CPR certification

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- Passing TB test
- Obtaining Certificate of Clearance
- Successfully completing clinical practice sessions
- Passing the California Teaching Performance Assessment (CalTPA) ·

Applying for and receiving the Preliminary Teaching Credential **6.**

Duration and Completion

The Teacher commits to maintaining adequate progress toward credential issuance by completing the pathway within the designated timeframes of the pathway. The School's financial support is contingent upon the Teacher's active participation and adherence to the pathway requirements.

7. Miscellaneous

- This Agreement shall be governed by the laws of the State of California.

Docusign Envelope ID: 58234907-0110-41CC-A9EB-2ECAA8793A2D

- This Agreement does not constitute employment or guarantee employment.

Acknowledgment and Signature:

By signing below, the Teacher acknowledges understanding and agrees to adhere to the Single Subject Teaching Credential pathway and commitments outlined herein.

Teacher Name: Catherine Thirkill
Signature: Signed by: Catherine Thirkill C6970475B0984AC...
Date: 05/30/25

School Acknowledgement:

Authorized School Representative: Matthew Lemos
Title: Chief Business Official
Signature: DocuSigned by: Matthew Lemos 4971E13D6DA8487...
Date: 06/12/25

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Addendum A – Required UMass Coursework – Single Subject Program

Pre-Clinical Coursework		
Courses Course Description Units		
EDUU 510*	Introduction to Teaching*	3 units
EDUU 511*	Collaboration for Inclusive Schooling*	3 units
EDUU 512*	The Art & Craft of Teaching*	3 units
EDSU	Effective Literacy Instruction for Single Subject Candidates	3 units

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532		
Candidates may be intern eligible after taking the above four courses.		
Additional Pre-Clinical Courses		
Courses Course Description Units		
EDSU 530	Theories, Methods, and Materials for Teaching English Learners	3 units
EDSU 531	Secondary Instructional Strategies for Language/Culturally Diverse Classrooms	3 units
EDSU 533	Effective “Your Subject” Instruction for Single Subject Candidates	3 units
EDSU 534	Preparing 21st Century Learners: A Collaborative and Integrated Approach	3 units
Clinical Coursework		
Courses Course Description Units		
EDSU 561	Initial Intern Clinical Practice — Single Subject	4.5 units
EDSU 562	Final Intern Clinical Practice — Single Subject	4.5 units
EDUU 588	Intern Continued Supervision	0 units
or		
EDSU 563	Initial Student Teaching — Single Subject	4.5 units
EDSU 564	Final Student Teaching — Single Subject	4.5 units

| Total Units for Credential | | 33 units |

*** Possible to waive the requirement based on previous completed work**

EXHIBIT P

Mentor Teacher 05-15-2025 Update

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Position Title:	Mentor Teacher (Full Time)
Division	CICA / HCCS
Job Classification:	Certificated
Work Calendar:	209 Days Work Calendar
Exempt/Non-Exempt Designation:	Exempt
Funding Source:	LCAP (Goal 1, Action 4)
Pay Type:	Salary
Pay Schedule:	$70,429 - $103,221 (7 Steps)
Pay Method:	Semi-Monthly
Department:	Academics
Reporting to:	Director of Instruction & Professional Learning

Summary of the Position:
The Mentor Teacher will support teachers working on clearing their credentials and/or newly hired teachers to the school. When mentoring teachers who are working toward clearing their credentials, the Mentor Teacher will provide all support required by the County Office of Education's or University credential program. Further, the Mentor Teacher will help acclimate newly hired teachers to the culture of the school, develop teachers' instructional and classroom management skills, and connect newly hired teachers with support structures within the school as needed.

Essential Duties and Responsibilities:

- Maintain familiarity with the California Standards for the Teaching Profession (CSTPs)
- Provide a minimum of five (5) hours per week of support and guidance to the teacher candidate during their clinical practice. This support may include co-planning, modeling lessons, observing and providing feedback, and facilitating reflective discussions
- Support up to six (6) teacher candidates.
- Provide all support required by the credentialing programs for teachers working to clear their credentials, including their ILP (individual learning program)
- Participate in the evaluation process of the teacher candidate, providing input on their progress and areas for improvement
- Work closely with University or County Office of Education program supervisors to ensure the teacher candidate's growth and alignment with the Teaching Performance Expectations (TPEs)
- Provide regular communication and just-in-time support for new teachers
- Conduct at least monthly classroom visits for newly hired teachers, followed by an observation debrief (i.e., feedback) with the teacher
- Co-teach, as necessary, to support newly hired teachers and to demonstrate instructional strategies with the teacher's students
- Monitor the growth and development of new teachers
- Alert newly hired teachers' supervisors of areas of growth and areas of concern
- Remain current on developments and best practices in adult education and ESL

instruction within K-12 environments
- Stay apprised of innovative, researched-based instructional strategies that can reach a variety of adult learners
- Other duties as assigned

Required Education and Training:
- Must possess a valid California teaching credential appropriate to the specific subject and grade level of the candidate they are mentoring
- Five or more years of teaching preferred
- At least three years of successful teaching experience in the credential area
- Complete a minimum of 10 hours of professional development related to mentoring, adult learning theory, and current content-specific pedagogy (K-12)
- Experience as a mentor teacher or instructional coach preferred
- Bachelor's degree required
- Master's degree in TESOL or Education preferred

Experience/Minimum Qualifications:
Must possess the ability to:
- Develop, enhance, and enforce work standards
- Three years of successful, full-time teaching of students required
- Ability to apply knowledge of current research and theory to instructional programs; ability to plan and implement programmatic changes based on data and in consultation with stakeholders
- Ability to communicate with and lead a diverse community
- Interpret, apply, and explain rules, regulations, policies, and procedures
- Establish and maintain cooperative and effective working relationships with others
- Work independently with little direction
- Meet schedules and timelines
- Assist in the continued enhancement of the management of HCCTS by modeling appropriate behavior for and toward students and staff and by displaying professional conduct at all times

Must possess an understanding of:
- Interpersonal skills using tact, patience, and courtesy
- Operation of a computer and assigned software
- Ethical conduct, integrity, and confidentiality applicable to mentoring, academic, and compliance roles
- A comprehensive understanding of academic standards and practices

Physical Requirements:
- Frequent sitting/standing/walking.
- Must be able to occasionally lift, carry push, and/or pull objects of not more than 25 pounds.
- Manual dexterity, and finger/wrist and hand repetitions are needed; occasional repetitive motion; frequent writing and typing; occasional grasping, holding and

reaching; constant operation of office equipment, computers and clerical supplies.

- Constant computer use, including use of keyboard and mouse.
- Must have good visual acuity and depth perception to operate the computer system; constant use of overall vision.
- Speaking and hearing are essential to the communication needs of the position; frequent hearing and speaking in person and on the phone, via remote video teleconferencing platforms.
- Transport: ability to occasionally travel to and from worksite(s) via driving, ride hails, ride share, public transportation, biking, and/or walking.

Mental/Cognitive & Behavioral Requirements:

- Must be able to analyze written, spoken, visual, and other sensory stimuli.
- Must have ability to understand and analyze written and spoken English.
- Must be able to cope effectively with stressful situations and time constraints.
- Must be able to make sound judgments based on available information.
- Must be able to effectively troubleshoot issues and develop creative solutions.
- Must be able to engage in frequent public and/or coworker contact.
- Must be able to prioritize multiple tasks and meet deadlines consistently.
- Must be able to maintain accuracy in tasks requiring meticulous attention to detail.
- Must have flexibility to adapt to changing priorities and work demands.
- Must be able to work alone/independently frequent.
- Must be able to provide and follow detailed written and verbal instructions.
- Must be able to build and maintain positive working relationships with colleagues and students.

Typical Working Conditions:

- Occasional exposure to extreme or varying temperatures.
- Occasional exposure to outdoor elements such as hazardous materials, sun, precipitation and wind or wet/humid surroundings.
- Occasional exposure to loud noise, fumes, smoke, dust.
- Occasional exposure to small/confined/enclosed areas.

Location:

- If onsite: This position is primarily based on-site at an assigned work location. It may also require frequent travel to various work sites as needed. Reasonably necessary business expenses will be reimbursed in accordance with state and federal law.

***The physical, mental, and behavioral demands and work environment are representative of those that must be met or encountered to successfully perform the essential functions of the job. In compliance with California's Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA), HCCTS provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with HCCTS.*

All job descriptions are meant as a guideline. Job duties can be revised with or without written notification and are subject to change.

Board Approved Date:

EXHIBIT Q

Edjoin Mentor Teacher Job Posting

ATTENTION: Important Notice

The EDJOIN Help Desk will be closed on Monday January 19, 2026 in observance of Martin Luther King Jr Day. We will resume normal business hours on the next business day.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Mentor Teacher at Highlands Community Charter School - Sacramento

Application Deadline
8/8/2025 4:00 PM Pacific

Date Posted
5/20/2025

Contact
Human Resources

Number of Openings
1

Salary
Pay dependent on experience

Add'l Salary Info
Starting at $70,429.00

Length of Work Year
209 Days

Employment Type
Full and Part Time

Job Summary
The Mentor Teacher will support teachers working on clearing their credentials and/or newly hired teachers to the school. When mentoring teachers who are working toward clearing their credentials, the Mentor Teacher will provide all support required by the County Office of Education's or University credential program. Further, the Mentor Teacher will help acclimate newly hired teachers to the culture of the school, develop teachers' instructional and classroom management skills, and connect newly hired teachers with support structures within the school as needed.

(Please read the job description before applying for this position.)

Requirements / Qualifications
The position requires the following items to be attached to the application, or the application will not be considered:

. Resume
. Letter of Reference (at least 2 required)
. Must possess a valid California teaching credential appropriate to the specific subject and grade level of the candidate they are mentoring
. Five or more years of teaching preferred
. At least three years of successful teaching experience in the credential area
. Complete a minimum of 10 hours of professional development related to mentoring, adult learning theory, and current content-specific pedagogy (K-12)
. Experience as a mentor teacher or instructional coach preferred
. Bachelor's degree required
. Master's degree in TESOL or Education preferred

Must possess the ability to:
. Develop, enhance, and enforce work standards
. Three years of successful, full-time teaching of students required
. Ability to apply knowledge of current research and theory to instructional programs; ability to plan and implement programmatic changes based on data and in consultation with stakeholders
. Ability to communicate with and lead a diverse community
. Interpret, apply, and explain rules, regulations, policies, and procedures
. Establish and maintain cooperative and effective working relationships with others
. Work independently with little direction
. Meet schedules and timelines

. Assist in the continued enhancement of the management of HCCTS by modeling appropriate behavior for and toward students and staff and by displaying professional conduct at all times

Must possess an understanding of:
. Interpersonal skills using tact, patience, and courtesy
. Operation of a computer and assigned software
. Ethical conduct, integrity, and confidentiality applicable to mentoring, academic, and compliance roles
. A comprehensive understanding of academic standards and practices

Comments and Other Information

We are proud to offer a comprehensive benefits package designed to support your health, well-being, and financial security. Highlights include two medical plan options through Kaiser Permanente and Sutter Health Plus, dental and vision coverage, company-paid life and disability insurance, and a $300 employer contribution toward a Health Care Flexible Spending Account (FSA). Additional offerings include voluntary benefits such as accident, critical illness, and hospital indemnity insurance, as well as an Employee Assistance Program (EAP) with free confidential counseling. We also provide valuable extras like pet insurance discounts, identity theft protection, and access to exclusive savings through BenefitHUB. Eligible employees working 30 or more hours per week can enroll themselves and eligible family members.

Important Note:

An incomplete or unsigned application will not be considered.

Highlands Community Charter School is an equal opportunity employer and prohibits unlawful discrimination and/or harassment of district employees or job applicants based on any legally protected characteristics, actual or perceived, including, but not limited to, race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, sex, sexual orientation, gender, gender identity or gender expression

Having trouble or need assistance with your application? Please go to www.edjoin.org and click on “Help Center” for information such as how to attach documents to your application, or how to update your profile. You may also contact the EDJOIN help desk by calling 888-900-8945 or by emailing edjoin_helpdesk@sbcss.k12.ca.us

REMEMBER! Attachments are NOT automatically added to your applications. Make sure you scan and attach all required documents before the job posting deadline. Highlands is not responsible for emails that may be delivered into an applicant’s junk/spam mailbox.

CalSTRS Links

Not all postings qualify for CalSTRS. Informational Only.

CalSTRS Info for New Educators

EXHIBIT R

Mentor Teacher at Highlands Community Charter School - Sacramento _ EDJOIN

ATTENTION: Important Notice

Finish Reading

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Mentor Teacher at Highlands Community Charter School - Sacramento

Application Deadline
8/8/2025 4:00 PM Pacific

Date Posted
5/20/2025

Contact
Human Resources

Number of Openings
1

Salary

Add'l Salary Info
Starting at $70,429.00

Length of Work Year
209 Days

Employment Type
Full and Part Time

Job Summary
The Mentor Teacher will support teachers working on clearing their credentials and/or newly hired teachers to the school. When mentoring teachers who are working toward clearing their credentials, the Mentor Teacher will provide all support required by the County Office of Education's or University credential program. Further, the Mentor Teacher will help acclimate newly hired teachers to the culture of the school, develop teachers' instructional and classroom management skills, and connect newly hired teachers with support structures within the school as needed.

(Please read the job description before applying for this position.)

Requirements / Qualifications
The position requires the following items to be attached to the application, or the application will not be considered:

. Resume
. Letter of Reference (at least 2 required)
. Must possess a valid California teaching credential appropriate to the specific subject and grade level of the candidate they are mentoring
. Five or more years of teaching preferred
. At least three years of successful teaching experience in the credential area
. Complete a minimum of 10 hours of professional development related to mentoring, adult learning theory, and current content-specific pedagogy (K-12)
. Experience as a mentor teacher or instructional coach preferred
. Bachelor's degree required
. Master's degree in TESOL or Education preferred

Must possess the ability to:
. Develop, enhance, and enforce work standards
. Three years of successful, full-time teaching of students required
. Ability to apply knowledge of current research and theory to instructional programs; ability to plan and implement programmatic changes based on data and in consultation with stakeholders
. Ability to communicate with and lead a diverse community
. Interpret, apply, and explain rules, regulations, policies, and procedures
. Establish and maintain cooperative and effective working relationships with others
. Work independently with little direction
. Meet schedules and timelines
. Assist in the continued enhancement of the management of HCCTS by modeling appropriate behavior for and toward students and staff and by displaying professional conduct at all times

Must possess an understanding of:
. Interpersonal skills using tact, patience, and courtesy

. Operation of a computer and assigned software
. Ethical conduct, integrity, and confidentiality applicable to mentoring, academic, and compliance roles
. A comprehensive understanding of academic standards and practices

Comments and Other Information

We are proud to offer a comprehensive benefits package designed to support your health, well-being, and financial security. Highlights include two medical plan options through Kaiser Permanente and Sutter Health Plus, dental and vision coverage, company-paid life and disability insurance, and a $300 employer contribution toward a Health Care Flexible Spending Account (FSA). Additional offerings include voluntary benefits such as accident, critical illness, and hospital indemnity insurance, as well as an Employee Assistance Program (EAP) with free confidential counseling. We also provide valuable extras like pet insurance discounts, identity theft protection, and access to exclusive savings through BenefitHUB. Eligible employees working 30 or more hours per week can enroll themselves and eligible family members.

Important Note:

An incomplete or unsigned application will not be considered.

Highlands Community Charter School is an equal opportunity employer and prohibits unlawful discrimination and/or harassment of district employees or job applicants based on any legally protected characteristics, actual or perceived, including, but not limited to, race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, sex, sexual orientation, gender, gender identity or gender expression

Having trouble or need assistance with your application? Please go to www.edjoin.org and click on “Help Center” for information such as how to attach documents to your application, or how to update your profile. You may also contact the EDJOIN help desk by calling 888-900-8945 or by emailing edjoin_helpdesk@sbcss.k12.ca.us

REMEMBER! Attachments are NOT automatically added to your applications. Make sure you scan and attach all required documents before the job posting deadline. Highlands is not responsible for emails that may be delivered into an applicant’s junk/spam mailbox.

CalSTRS Links

Not all postings qualify for CalSTRS. Informational Only.

CalSTRS Info for New Educators

EXHIBIT S

4112.3 BP Teacher Credentialing Reimbursements - May 15, 2025

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

4112.3 BP Teacher Credentialing Reimbursements

Board Policy

Purpose

Highlands Community Charter and Technical Schools (HCCTS) is committed to supporting its certificated staff in obtaining and maintaining the necessary teaching credentials required to fulfill their roles effectively. This policy establishes guidelines for credentialing program payments and reimbursements, ensuring compliance with applicable laws and fostering professional development.

Scope

This policy applies to all eligible certificated employees of HCCTS who are required to obtain credentials or additional credentials or renew credentials as a condition of their employment.

HCCTS' goals are to retain and develop quality teachers while ensuring compliance with California teacher credential requirements and, where possible, empower teachers to earn and maintain the most effective credential for their role.

There are two financial assistance components to this policy for eligible employees:

- **Direct Payment for Intern Program to Obtain Single Subject Credential.** In order to incentivize eligible employees to obtain their Preliminary Single Subject Credential, HCCTS will directly pay the costs of required pre-service coursework and tuition costs for the employee to enroll in and complete a CTC-approved Single Subject Teaching Credential educator preparation program (internship pathway) selected by HCCTS, subject to reimbursement by the employee for failure to successfully progress through the pathway; and
- **Reimbursement for Induction, Other Credentials.** Once an educator has obtained their Preliminary Single Subject Credential, and for other educators who are required to obtain additional credentials or renew credentials as a condition of their employment, the costs associated with the induction program and/or to obtain an additional credential or renew their credential, will be paid for by the employee and reimbursed by HCCTS provided that the employee fulfills certain pre-determined criteria.

Eligibility

To qualify for direct payment for pre-service coursework and an intern program to obtain a Single Subject Teaching Credential pursuant to this policy, employees must:

- Hold a permanent or probationary certificated position at HCCTS.
- Be approved by HCCTS for participation for prepayment by HCCTS to obtain a Single Subject Teaching Credential as a part of their employment.
- Successfully complete preservice requirements, enroll in, attend, achieve necessary milestones and complete an HCCTS-approved Single Subject Teaching Credential educator preparation program (internship pathway).

To qualify for reimbursement of costs associated with an induction program and/or to otherwise obtain an additional credential or renew their credential, employees must:

- Hold a permanent or probationary certificated position at HCCTS.
- Attend one of the HCCTS-approved credentialing programs (as applicable).
- Provide proof of successful completion of credentialing requirements, including coursework, exams, and/or other mandated requirements.
- Submit a reimbursement request within the specified timeline and in compliance with HCCTS procedures.

Repayment for Failure to Complete
In the event an employee does not successfully complete their credentialing pathway within the timeframe set forth in the program schedule or fails to meet the required milestones of the program, elects to terminate their employment prior to completion, or is terminated for cause prior to completion, the employee will be required to reimburse HCCTS for all costs paid and/or reimbursed by HCCTS, unless the failure is due to extenuating circumstances approved in writing by the School.

The employee's reimbursement terms and schedule will be detailed in a reimbursement agreement that is approved by the HCCTS Executive Director and consistent with this Board Policy and the employee's credential pathway requirements.

Conditions and Limitations for Financial Assistance
- Financial assistance is subject to budget availability and may be prorated or capped annually or as needed at the discretion of the Executive Director and the Board.
- Payment of expenses provided by outside funding sources (e.g., grants) are not eligible for additional financial assistance from HCCTS.
- Employees who voluntarily terminate their employment within one year of receiving the financial assistance may be required to repay a 50% portion of the financial assistance amount.

Eligible Expenses
HCCTS will pay and/or reimburse, as applicable, expenses related to obtaining and/or renewing a credential as set forth herein, including but not limited to:

- Tuition fees required for coursework at accredited institutions approved by HCCTS.
- Coursework fees for state-mandated professional preparation programs.
- Required exams and tests for the HCCTS-approved subject matter pathway with a maximum of one (1) attempt per required exam or test.
- Other expenses as approved by the Executive Director or designee.

Reimbursement Process
Employees seeking reimbursement must follow the procedures outlined below:

1. Obtain supervisor approval before incurring expenses.
2. Submit a completed reimbursement request form with the following documentation to their supervisor:
    - Proof of payment (receipts, invoices, etc.).
    - Evidence of successful completion (credential copy, test results, transcripts, etc.).
3. Requests must be submitted within 60 days of successful completion.
4. Reimbursements will be processed within 30 days of approval, subject to availability of funds.

Compliance and Oversight
The Credentialing Department will be responsible for implementing of this policy and ensuring compliance with all applicable laws and regulations.

Policy Review
This policy shall be reviewed at least annually by the Board to ensure alignment with HCCTS goals and any changes in credentialing requirements.

Approved: May 15, 2025

EXHIBIT T

HCCTS K-12 Teacher Retention Bonus - Final V_2

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Teacher Retention Bonus Agreement

This Teacher Retention Bonus Agreement ("Agreement") is entered into by and between Highlands Community Charter & Technical Schools ("HCCTS") and the undersigned employee ("Employee") (collectively referred to as the "Parties") as of the date signed below.

1. **Purpose:** HCCTS seeks to incentivize its K-12 credentialed teachers to remain committed to the school for the 2025-2026 school year. To that end, HCCTS agrees to provide a retention bonus to qualifying teachers who meet the conditions set forth herein.

2. **Eligibility:** This bonus is available to any fully K-12 credentialed teacher who is either a new employee or a returning teacher of HCCTS as of the start of the 2025-2026 school year, and who commits to completing the full academic year. Additionally, the Employee must possess a valid preliminary or clear K-12 teaching credential issued by the California Commission on Teacher Credentialing (CTC).

3. **Teachers participating in intern or other credentialing programs that do not yet hold a valid preliminary or clear credential are not eligible for this bonus.**

4. Bonus Payment Terms: The total bonus amount is $5,000 per eligible employee, payable in two installments:

- **First Payment:** $2,500, issued in December 24th, 2025
- **Second Payment:** $2,500, issued in June 25th, 2026

5. Conditions of Payment

a) The Employee must remain employed with HCCTS through the respective payment dates to be eligible to receive the payment.
b) If the Employee voluntarily terminates employment or is involuntarily

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

terminated for cause before the payment date, the Employee shall not be entitled to this payment. For purposes of this Agreement, "cause" includes a violation of the HCCTS' policies or expectations of conduct, failure to satisfactorily perform the Employee's job duties, or failure to maintain the required credential.

c) If the Employee is involuntarily terminated without cause before the payment date, the Employee shall be entitled to a pro-rated amount of the next payment in proportion to the time worked.

6. No Guarantee of Employment

Participation in this program does not guarantee continued employment nor does it alter the at-will nature of the employment relationship.

7. Applicable Laws

a) California Labor Laws: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
b) Wage and Hour Laws: Any bonus payments are considered wages under California law and are subject to applicable payroll taxes and withholding.
c) Employment At-Will: Employment with HCCTS is at-will, and either party may terminate the employment relationship at any time, with or without cause or notice, consistent with California law.

8. Miscellaneous

a) This Agreement constitutes the entire understanding between the Parties regarding the bonus.
b) This Agreement shall be governed by the laws of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date below.

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Employee Name: _____
Signature: _____
Date: _____

HCCTS Authorized Representative:

Title: _____
Signature: _____
Date: _____

EXHIBIT U

4212.8 BP Anti-Nepotism and Employment of Relatives - December 5, 2024 (2)

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

4212.8 BP - Anti-Nepotism and Employment of Relatives

Board Policy

Highlands Community Charter and Technical Schools (HCCTS) upholds the principles of fairness, transparency, and integrity in employment practices. To prevent conflicts of interest and eliminate favoritism, this policy establishes strict boundaries regarding relatives within HCCTS employment, supervision, and evaluation processes. This policy aims to protect HCCTS' integrity and promote a professional, unbiased working environment.

Purpose and Scope

This policy applies to all HCCTS employees, including full-time, part-time, temporary, and contracted staff, as well as members of the Board of Directors. It governs hiring decisions, promotions, evaluations, transfers, disciplinary actions, and other personnel-related decisions involving employees with relative relationships.

Definitions

- **Nepotism**: Favoritism in employment or personnel decisions based on relationships rather than on merit or qualifications.
- **Relatives**: For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, step-relatives, and in-laws (mother-in-law, father-in-law, daughter-in-law, and son-in-law).
- **Conflict of Interest**: Consistent with the California Government Code Section 1090, a situation in which an employee's relationships may improperly influence their employment-related decisions, leading to actual or perceived bias.

Policy Provisions

1. **Prohibition on Supervisory Relationships**
   No HCCTS employee shall be employed in a position where they directly or indirectly supervise, evaluate, or have decision-making authority over a relative. This restriction is essential to maintain impartiality in supervisory relationships.
2. **Restrictions on Employment Decisions Involving Relatives**
   Employees are strictly prohibited from participating in any hiring, promotion, evaluation, disciplinary, or related process involving a relative. Such processes must be delegated to an impartial third party or the Human Resources Department.
3. **Employment of Relatives within the Same Department**
   Relatives may work within the same department only if no direct or indirect reporting or supervisory relationship exists. Approval in writing from the Executive Director is required, and the Executive Director may impose restrictions or deny such employment to protect HCCTS' operations, safety, and security.
4. **Disclosure Requirements**
   Employees must disclose if any other employee is a relative or candidate for employment to both their supervisor and Human Resources. Failure to disclose relationships may result in disciplinary action, up to and including termination. Disclosures are required to assess and address potential conflicts in advance.
5. **Corrective Actions for Conflicts of Interest**
   When a conflict of interest is identified, HCCTS will implement corrective actions, which may include:

- Reassignment to a different department, supervisor, or role.
- Modification of duties to eliminate conflicts.
- HCCTS may require one or both employees to accept a transfer or resign to resolve the conflict.

6. **Marriage or Relatives Developed Post-Hiring**
   If a relationship arises after hiring (e.g., through marriage or cohabitation) and creates a direct supervisory relationship or potential conflict, HCCTS may reassign one employee to an alternative role. If a reassignment is not feasible, one or both employees may be required to resign.
7. **Pre-Existing Relationships**
   Employees with pre-existing relationships in supervisory or evaluative roles prior to this policy's enactment must disclose these relationships to Human Resources. Where conflicts exist, impartial evaluators may be assigned to maintain unbiased operations.
8. **Board of Directors and Administrative Staff Restrictions**
   Members of the Board of Directors and administrative staff are prohibited from participating in employment decisions affecting relatives. Board members must abstain from voting on or discussing items related to the employment or financial interests of a relative in compliance with conflict-of-interest laws. Any employee hired after November 2024 may not be a relative of a Board Director due to a majority Board of Directors' ability to approve future employment-related issues.

Exceptions and Appeals
Requests for exceptions to this policy must be submitted in writing to the Executive Director and reviewed in consultation with the Human Resources Department and legal counsel. Exceptions will only be granted if no conflict of interest exists and the school's integrity remains intact. Employees may appeal nepotism-related decisions through the standard grievance process outlined in the HCCTS Employee Handbook.

Confidentiality and Non-Retaliation
All information disclosed under this policy is confidential. Employees who disclose potential conflicts of interest or raise related concerns will not be subject to retaliation. Any retaliation will result in disciplinary action.

Compliance
This policy adheres to all applicable laws, including the California Government Code, Education Code, and statutes governing conflict of interest in educational institutions. HCCTS will ensure this policy is regularly reviewed and updated to reflect legal changes.

Enforcement and Disciplinary Actions
The Executive Director and the Human Resources Department are responsible for enforcing this policy. Violations may result in disciplinary actions, including reassignment, suspension, or termination of employment. The Executive Director holds final authority for interpreting and applying this policy, subject to Board review.

Approved: December 5, 2024

EXHIBIT V

2025.03.24 CICA Instructional Minutes

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 24, 2025

Via Email

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652
Ryan.digiulio@trusd.net

Re: Response to TRUSD's February 19, 2025 Request for Information Regarding CICA Instructional Minutes

Dear Mr. DiGiulio:

In accordance with Education Code section 47604.3, we strive to promptly respond to all reasonable inquiries from Twin Rivers Unified School District ("District") as our charter authorizer. On February 19, 2025, HCCTS received a written request from the District for information and records regarding CICA instructional minutes, instructing HCCTS to provide within 10 calendar days a timeline for when HCCTS would expect to provide the requested information and records. On February 20, 2025, which was within 10 calendar days, HCCTS staff informed the District that we would provide responsive information and records by April 25, 2025. On February 21, 2025, the District requested that we respond by March 24, 2025, and we agreed to the revised timeline. Accordingly, HCCTS now responds to the District's February 19, 2025 requests.

1. Status Update on Legal Counsel Review

The District requested the following: *"In the enclosed November 26 letter, you state that HCCTS submitted updated pacing guides to its legal counsel on November 7, 2024 "to evaluate the extent of the time combination of the time value of pupil work products or the value of the work product and participation in synchronous instruction, as applicable by grade level, as*

outlined in EC Section 51747.5; 51749.6." The District requests an update regarding the status of this review."

HCCTS has continued to work on its pacing guides and consult with legal counsel as needed. Please see our discussion under item 2 below for additional context about the pacing guides.

2. Documentation Reflecting Compliance with Instructional Time Requirements

The District requested the following: *"Please include with your updated documentation that demonstrates the minimum number of instructional days and minutes are being met as required by California Education Code and/or applicable California Code of Regulations for each grade level served."*

Charter schools are required to provide at least 175 days of instruction per year. (5 C.C.R. § 11960(b).) The enclosed school calendar reflects that CICA is scheduled to provide more than 175 instructional days in the 2024-25 school year at 204 days.

Charter schools must also offer a minimum number of minutes of instruction per year in accordance with the grade levels they serve. Charter schools are required to offer at least 64,800 annual instructional minutes to pupils in grades 9-12. (Ed. Code, § 47612.5.) Unlike school districts, charter schools are not subject to minimum daily instructional minute requirements.

Pursuant to CICA's charter petition, a student's grade level is determined based on their past transcripts, CASAS assessment performance, and age at the time of admission. Students at CICA are placed at the high school grades 9, 10, and 12. As further context, all courses at CICA are standards-based. Students are expected to meet the applicable grade level standards before being promoted to the next grade level. When a student completes a course at CICA—i.e., satisfactorily completes sufficient pupil work products or both satisfactorily completes sufficient pupil work products and participates in synchronous instruction in accordance with Education Code section 51747.5, the student has met the same course standards that a student in an equivalent site-based program would be required to meet. Thus, a full course load at CICA has an equivalent time value and, therefore, constitutes the same minimum instructional minutes as in a site-based program under Education Code section 47612.5.

Enclosed are the school's internal pacing guides for core curriculum courses offered by CICA, which are each one semester long. A full course load at CICA consists of five courses per semester. As evidenced by the enclosed pacing guides, the average time value assigned for successful completion of each course is approximately 125 hours (i.e., tutorial completion hours combined with guided notes completion hours). Accordingly, where a student enrolls in and

successfully completes a full course load for two consecutive semesters, CICA would have offered, and such student would have completed approximately 75,000 instructional minutes per year, which is above the 64,800 annual instructional minute requirement.

We look forward to sharing our plans for the 2025-26 school year in the near future. Please let me know if the District requests other forms of documentation demonstrating compliance, do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org for any follow-up questions.

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Enclosure: CICA 2024-25 School Calendar
Pacing Guides for Core Curriculum Courses

cc: Steve Martinez, Superintendent, steve.martinez@trusd.net
Gina Carreón, Chief Human Resources Official, gina.carreon@trusd.net
Marci Bernard, Interim Associate Superintendent, marci.bernard@trusd.net

Algebra 1A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Variables and Expressions (1 credit)							
Week 1	Exponential Expressions	7.25	1.75	20	0:00	14	5
Week 1	Using Variables	7.25	1.75	17	0:00	14	5
Week 1	Properties of Operation	7.25	1.75	18	1:47	15	5
Unit 2: Expressions and Equations (1 Credit)							
Week 2	Problems with Equations	7.25	1.75	14	0:00	8	5
Week 2	Problems with Inequalities	7.25	1.75	16	1:31	13	5
Week 2	Real-World Expressions	7.25	1.75	16	0:00	15	5
Unit 3: Utilizing Expressions and Equations (1 credit)							
Week 3	Equations in the Real World	7.25	1.75	19	0:00	14	5
Week 3	Inequalities as Constraints	7.25	1.75	26	3:13	19	5
Week 3	Quantitative Relationships	7.25	1.75	22	2:59	11	5
Unit 4: Exponents (1 Credit)							
Week 4	Properties of Exponents	11	1.5	21	0:17	6	5
Week 4	Introduction to the Pythagoreum Theorum	11	1.5	21	4:38	20	5
Unit 5: Polynomials (1 Credit)							
Week 5	Adding and Subtracting Polynomials	5.5	0.75	32	5:56	8	5
Week 5	Multiplying Polynomials	5.5	0.75	28	3:47	7	5
Week 5	Factoring Polynomials Part:1	5.5	0.75	30	5:38	10	5
Week 5	Factoring Polynomials Part:2	5.5	0.75	27	2:57	10	5

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Final Credit(s):
End Date:

Algebra 1B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Ratios and Rates (1 credit)							
Week 1	Introduction to Ratios	5.5	0.75	22	2:13	10	5
Week 1	Rates	5.5	0.75	17	0:00	12	5
Week 1	Tables of Ratios	5.5	0.75	20	0:00	14	5
Week 1	Applications of Rates	5.5	0.75	15	1:07	11	5
Unit 2: Proportions and Statistics (1 Credit)							
Week 2	Ratios and Rates as Percentages	7.25	1.75	18	0:00	10	5
Week 2	Measurement Units and Ratio Conversions	7.25	1.75	16	1:32	10	5
Week 2	Visual Representations of Data	7.25	1.75	35	13:49	25	5
Unit 3: Graphing Review (1 credit)							
Week 3	The Coordinate Plane	5.5	0.75	25	2:09	14	5
Week 3	The Coordinate Plane in the Real World	5.5	0.75	15	0:00	17	5
Week 3	Slope	5.5	0.75	19	5:28	20	5
Week 3	Equations of a Line	5.5	0.75	20	2:01	23	5
Unit 4: Solving Systems of Equations (1 Credit)							
Week 4	Solving Systems of Linear Equations Graphically	7.25	1.75	18	1:11	19	5
Week 4	Solving Systems of Linear Equations Algebraically	7.25	1.75	23	4:13	18	5
Week 4	Solving Problems with Systems of Linear Equations	7.25	1.75	19	2:13	21	5
Unit 5: Complex Systems (1 Credit)							
Week 5	Solutions to Linear Equations	11	1.5	19	6:49	19	5
Week 5	Systems of Inequalities	11	1.5	22	0:17	9	5

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Final Credit(s):
End Date:

Earth Science A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Introduction to Science (1 credit)							
Week 1	What is Science	11	1.5	34	8:09	11	5
Week 1	Matter and Energy	11	1.5	40	7:02	18	5
Unit 2: Earth and Space Systems (1 Credit)							
Week 2	Earth and Space Systems	11	1.5	36	8:51	15	5
Week 2	Gravity's Role in the Universe	11	1.5	39	5:33	18	5
Unit 3: Planets and Moons (1 credit)							
Week 3	The Sun-Earth-Moon System	11	1.5	54	3:46	18	5
Week 3	The Planets	11	1.5	43	7:44	17	5
Unit 4: Earth's Cycles (1 Credit)							
Week 4	Weathering and Erosion	11	1.5	44	11:06	16	5
Week 4	The Rock Cycle	11	1.5	33	3:35	11	5
Unit 5: A Changing Planet (1 Credit)							
Week 5	Plate Tectonics	11	1.5	44	11:01	17	5
Week 5	Earth's Changing Surface	11	1.5	41	11:42	13	5

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Final Credit(s):
End Date:

Earth Science B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Earth Systems (1 credit)							
Week 1	The Cycles of Earth	11	1.5	46	9:30	13	5
Week 1	Natural Resources	11	1.5	45	6:51	15	5
Unit 2: Weather and Climate (1 Credit)							
Week 2	The Uneven Heating of Earth	11	1.5	44	5:54	10	5
Week 2	The Mechanics of Weather	11	1.5	46	7:47	19	5
Unit 3: Earth's Changing Climate (1 credit)							
Week 3	Earth's Structures and Climate	11	1.5	40	7:46	15	5
Week 3	The Mechanics of Climate Change	11	1.5	51	6:40	18	5
Unit 4: Natural Disasters (1 Credit)							
Week 4	Technology and the Changing Earth	11	1.5	48	2:56	22	5
Week 4	Natural Hazards	11	1.5	47	6:10	19	5
Unit 5: Human impact and Solutions (1 Credit)							
Week 5	The Human Population	11	1.5	42	7:02	19	5
Week 5	Taking Care of Our Planet	11	1.5	42	8:08	20	5

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Final Credit(s):
End Date:

Economics

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Personal Finance (1 credit)							
Week 1	Financial Planning	5.5	0.75	28	1:17	8	5
Week 1	Managing Income and Expenses	5.5	0.75	38	5:45	6	5
Week 1	Banking	5.5	0.75	31	4:06	10	5
Week 1	Using Credit	5.5	0.75	35	3:35	11	5
Unit 2: Introduction to Economics (1 Credit)							
Week 2	Scarcity and Opportunity	11	1.5	34	9:15	23	5
Week 2	Economic Systems	11	1.5	51	5:20	32	5
Unit 3: Free Market and Businesses (1 credit)							
Week 3	Supply and Demand	7.25	1.75	56	4:39	32	5
Week 3	Business Structures	7.24	1.75	46	2:50	24	5
Week 3	Labor	7.25	1.75	52	4:50	23	5
Unit 4: Government (1 Credit)							
Week 4	The Role of Government	11	1.5	45	4:32	38	5
Week 4	Costs and Benefits of Government	11	1.5	46	5:56	19	5
Unit 5: Regulations (1 Credit)							
Week 5	Market Structures	11	1.5	59	7:54	19	5
Week 5	Taxation	11	1.5	51	5:34	29	5

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Final Credit(s):

End Date:

English A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	total number of application questions	total number of mastery test questions
Unit 1: Language Structure and Function - Nouns (1 credit)								
Week 1	What is a Noun	5	0	22	0:00	10	5	5
Week 1	Identifying Subjects	5	0	23	0:00	13	5	5
Week 1	Types of Nouns	5	0	44	0:00	18	5	15
Week 1	How Nouns are Used	5	0	62	0:00	31	5	5
Unit 2: Language Structure and Function - Nouns and Verbs(1 Credit)								
Week 2	What is a Verb	4	0	25	0:00	11	5	5
Week 2	Parts of Verbs	4	0	46	0:00	23	5	10
Week 2	Recognizing Verbs	4	0	50	0:00	26	5	5
Week 2	Subject and Verb Agreement	4	0	85	0:00	50	5	5
Week 2	Nouns and Verbs and Number	4	0	39	0:00	22	5	5
Unit 3: Language Structure and Function - Pronouns (1 credit)								
Week 3	What is a Pronoun	3.6	0	32	0:00	16	5	5
Week 3	The Pronoun: Replacement for a Noun	3.6	0	53	0:00	16	5	15
Week 3	Personal Pronouns	3.6	0	32	0:00	20	5	5
Week 3	Nouns, Pronouns and Gender	3.6	0	31	0:00	21	5	5
Week 3	Making Nouns and Pronouns Agree in Sentences	3.6	0	35	0:00	21	5	5
Week 3	How Pronouns are Used	3.6	0	53	0:00	33	5	5
Week 3	Pronoun and Antecedant Agreement	3.6	0	67	0:00	29	5	5
Unit 4: Language Structure and Function - Adjectives and Adverbs (1 Credit)								
Week 4	Recognizing Adjectives	4	0	35	0:00	16	5	5
Week 4	More about Adjectives	4	0	42	0:00	22	5	10
Week 4	Identifying Adverbs	4	0	37	0:00	18	5	5
Week 4	More about Adverbs	4	0	38	0:00	21	5	10
Week 4	Learning About Prepostions	4	0	25	0:00	15	5	5
Unit 5 :Language Structure and Function - Punctuation (1 Credit)								
Week 5	The Basics of Punctuation	3.6	0	30	0:00	9	5	5
Week 5	Capital Letters	3.6	0	43	0:00	22	5	5
Week 5	Proper Nouns and Capitals	3.6	0	36	0:00	24	5	5
Week 5	Commas 1	3.6	0	30	0:00	10	5	5
Week 5	Colons and Semicolons	3.6	0	36	0:00	15	5	5
Week 5	Quotation Marks	3.6	0	30	0:00	15	5	5
Week 5	Sentence Fragments	3.6	0	27	0:00	13	5	5

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Final Credit(s):
End Date:

English B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of application questions	Total number of mastery test questions
Unit 1: Reading Skills: Main Idea and Supporting Details (1 credit)								
Week 1	Identifying the Main Idea 1	6.25	0	27	0:00	9	5	5
Week 1	Identifying the Main Idea 2	6.25	0	33	0:00	10	5	5
Week 1	Locating Supporting Details	6.25	0	23	0:00	6	5	5
Week 1	Details that Support the Main Idea	6.25	0	33	0:00	19	5	5
Unit 2: Reading Skills: Context, Structure, and Logic (1 Credit)								
Week 2	Chronological and Logical Order	6.25	0	27	0:00	15	5	5
Week 2	Cause and Effect Relationships	6.25	0	31	0:00	15	5	5
Week 2	Vocabulary: Meaning from Context	6.25	0	43	0:00	24	5	5
Week 2	Reading Strategies	5.5	0.75	25	0:19	6	0	5
Unit 3: Narratives (1 credit)								
Week 3	Understanding Plot	6.25	0	25	0:00	11	5	5
Week 3	Setting	6.25	0	23	0:00	12	5	5
Week 3	Characterization	5.5	0.75	35	3:35	11	0	5
Week 3	Writing a Narrative	5.5	0.75	30	0:19	13	0	5
Unit 4: Persuasion, Rhetoric, and Writing an Argumentative Text (1 Credit)								
Week 4	Identifying Elements of Persuasion	5.5	0.75	48	2:18	18	0	5
Week 4	Analyzing Rhetoric	5.5	0.75	28	0:19	27	0	5
Week 4	Defend or Challenge Claims	5.5	0.75	28	0:19	10	0	5
Week 4	Composing Argumentative Texts	5.5	0.75	32	0:19	13	0	5
Unit 5 : Business English (1 Credit)								
Week 5	What is Business Writing?	5.5	0.75	40	0:19	11	0	5
Week 5	Writing a Positive Message	5.5	0.75	36	1:02	10	0	5
Week 5	Writing a Negative Message	5.5	0.75	29	0:44	7	0	5
Week 5	Writing a Persuasive Message	5.5	0.75	31	1:19	11	0	5

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Final Credit(s):
End Date:

English C

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of questions	Total number of application questions	Total number of mastery test questions
Unit 1: Writing Style and Structure (1 credit)								
Week 1	Effective Writing	3.56	0	57	0:00	25	5	5
Week 1	The Topic Sentence	3.56	0	41	0:00	22	5	5
Week 1	Order of Sentences in Paragraphs	3.56	0	47	0:00	20	5	5
Week 1	Improving Structure in Paragraphs	3.56	0	49	0:00	29	5	5
Week 1	Paragraph Development and Organization	3.56	0	34	0:00	13	5	5
Week 1	The Writing Process	3.56	0	41	0:00	11	0	0
Week 1	From Ideas to Sentences	3.56	0	54	0:00	7	0	0
Unit 2: Researching Part 1 (1 Credit)								
Week 2	Crafting a Research Question and Developing a Plan	11	1.5	32	0:19	16	0	5
Week 2	Gathering Information Using Keywords and Phrases	11	1.5	33	0:19	14	0	5
Unit 3: Researching Part 2 (1 credit)								
Week 3	Evaluating Sources to Determine Usefulness and Connections to the Research Topic	11	1.5	41	0:19	20	0	5
Week 3	Evaluating Sources for Credibility and Reliability	11	1.5	54	0:19	33	0	5
Unit 4: Research Writing Part 1 (1 Credit)								
Week 4	Analyzing Structural Elements of an Expository Text to Develop an Outline	11	1.5	41	0:19	21	0	5
Week 4	Synthesizing and Citing Sources to Develop a Paper	11	1.5	46	0:19	17	0	5
Unit 5 : Research Writing Part 2 (1 Credit)								
Week 5	Strengthening Writing through Editing, Revision, and Feedback	11	1.5	42	0:19	18	0	5
Week 5	Creating a Multimedia Presentation	11	1.5	36	2:45	19	0	5
		[redacted]						

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Final Credit(s):
End Date:

Life Science A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	total number of questions	Total number of mastery test questions
Unit 1: Introduction to Cells (1 credit)							
Week 1	Methods of Science	11	1.5	35	6:24	18	5
Week 1	Cells: The Basic Units of Life	11	1.5	37	2:58	15	5
Unit 2: Body Systems (1 Credit)							
Week 2	Tissues, Organs, and Systems	11	1.5	41	2:30	19	5
Week 2	Sensory Receptors	11	1.5	41	2:52	17	5
Unit 3: Organism Development and Reproduction (1 credit)							
Week 3	The Growth and Development of Organisms	11	1.5	36	7:50	16	5
Week 3	Types of Reproduction	11	1.5	37	3:01	17	5
Unit 4: Introduction to Genetics(1 Credit)							
Week 4	Introduction to Genes	11	1.5	38	6:30	17	5
Week 4	Genetic Mutations	11	1.5	37	2:31	18	5
Unit 5 : Genetic Selection and Diversity (1 Credit)							
Week 5	Natural Selection	11	1.5	37	5:37	15	5
Week 5	Genetic Diversity	11	1.5	42	2:53	15	5

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Final Credit(s):
End Date:

Pre-Algebra A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of practice questions	Total number of mastery test questions
Unit 1: Fundamental Math Skills (1 credit)								
Week 1	Understanding Whole Numbers: 0 through 10	3.14	0.43	25	0:00	10	10	5
Week 1	Greater Than, Less Than, Equal To	3.14	0.43	28	0:00	8	10	5
Week 1	Understanding Place Value: Thousands	3.14	0.43	25	0:00	3	10	5
Week 1	Proper Fractions and Improper Fractions	3.14	0.43	27	0:00	5	10	5
Week 1	Adding Two 2-Digit Numbers: Sums Greater Than 99	3.14	0.43	37	0:00	10	10	5
Week 1	Subtracting a 1-Digit Number from a 2-Digit Number	3.14	0.43	27	0:00	3	10	5
Week 1	Multiplying a 2-Digit Number by a 1-Digit Number	3.14	0.43	33	0:00	7	10	5
Week 1	Division Basic Facts	3.14	0.43	27	0:00	4	10	5
Unit 2: Fraction Concepts (1 Credit)								
Week 2	Renaming Improper Fractions as Whole or Mixed Numbers	5.5	0.75	32	0:00	7	10	5
Week 2	Renaming Mixed Numbers as Improper Fractions	5.5	0.75	33	0:00	10	10	5
Week 2	Simplifying Fractions	5.5	0.75	41	0:00	12	10	5
Week 2	Working with Common Denominators and the Least Common Denominator	5.5	0.75	38	0:00	11	10	5
Unit 3: Adding and Subtracting Fractions (1 credit)								
Week 3	Adding and Subtracting Fractions: Like Denominators	5.5	0.75	31	0:00	6	10	5
Week 3	Adding and Subtracting Fractions: Unlike Denominators	5.5	0.75	39	0:00	9	10	5
Week 3	Adding Mixed Numbers	5.5	0.75	36	0:00	11	10	5
Week 3	Subtracting Mixed Numbers: Like Denominators	5.5	0.75	30	0:00	9	10	5
Unit 4: Multiplying and Dividing Fractions, Intro to Decimals (1 Credit)								
Week 4	Multiplying Two Fractions	4.4	0.6	35	0:00	7	10	5
Week 4	Multiplying Whole Numbers and Mixed Numbers	4.4	0.6	33	0:00	9	10	5
Week 4	Understanding Decimal Place Value: Tenths and Hundredths	4.4	0.6	37	0:00	8	10	5
Week 4	Relating Decimals, Fractions, and Mixed Numbers	4.4	0.6	32	0:00	6	10	5
Week 4	Comparing and Ordering Decimals	4.4	0.6	41	0:00	3	10	5
Unit 5 : Operations with Decimals (1 Credit)								
Week 5	Rounding Decimals	4.4	0.6	27	0:00	4	10	5
Week 5	Adding and Subtracting Decimals	4.4	0.6	34	0:00	4	10	5
Week 5	Multiplying Decimals	4.4	0.6	31	0:00	6	10	5
Week 5	Multiplying Decimals by 10 or 100	4.4	0.6	35	0:00	11	10	5
Week 5	Dividing a 2-Digit Number by 10 or 100	4.4	0.6	28	0:00	6	10	5
						\		
						Final Credit(s):		
						End Date:		

Pre-Algebra B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of practice questions	Total number of mastery test questions
Unit 1: Working with Percents(1 credit)								
Week 1	Understanding Percent	5.5	0.75	27	0:00	6	10	5
Week 1	Relating Fractions, Decimals, and Percents	5.5	0.75	35	0:00	7	10	5
Week 1	Finding a Percent of a Whole Number	5.5	0.75	23	0:00	3	10	5
Week 1	Finding a Percent of a Decimal Number	5.5	0.75	25	0:00	2	10	5
Unit 2: Measurement (1 Credit)								
Week 2	Measuring Length: Metric Units	5.5	0.75	30	0:00	6	10	5
Week 2	Measuring Length: Customary Units	5.5	0.75	30	0:00	6	10	5
Week 2	Telling Time to the Minute	5.5	0.75	43	0:00	8	10	5
Week 2	Measuring Temperature: Fahrenheit	5.5	0.75	31	0:00	6	10	5
Unit 3: Visualizing Numbers (1 credit)								
Week 3	The Number Line	4.4	0.6	17	0:00	13	0	5
Week 3	Absolute Values	4.4	0.6	14	0:00	14	0	5
Week 3	Ordering Values in the Real World	4.4	0.6	18	0:00	16	0	5
Week 3	Inequalitites on the Number Line	4.4	0.6	18	1:42	14	0	5
Week 3	Positive and Negative Rational Numbers	4.4	0.6	15	0:00	14	0	5
Unit 4: Ratios, Proportions, and Probability (1 Credit)								
Week 4	Understanding Ratio	4.4	0.6	26	0:00	6	10	5
Week 4	Equivalent Ratios	4.4	0.6	23	0:00	2	10	5
Week 4	Solving Proportions	4.4	0.6	32	0:00	8	10	5
Week 4	Understanding Proportion	4.4	0.6	28	0:00	6	10	5
Week 4	Introduction to Probability	4.4	0.6	19	6:09	10	0	5
Unit 5 : Geometry Basics (1 Credit)								
Week 5	Lines, Parts of Lines, and Angles	4.4	0.6	26	0:00	5	10	5
Week 5	Area: Counting Square Units	4.4	0.6	26	0:00	3	10	5
Week 5	Calculating the Area of Rectangles and Squares	4.4	0.6	31	0:00	1	10	5
Week 5	Calculating the Area of Triangles	4.4	0.6	27	0:00	4	10	5
Week 5	Calculating the Volume of a Rectangular Prism	4.4	0.6	26	0:00	2	10	5

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Final Credit(s):
End Date:

U.S. Government

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Foundations of US Democracy (1 credit)							
Week 1	Comparing Government Systems	11	1.5	35	1:17	6	5
Week 1	The Development of US Democracy	11	1.5	28	10:11	10	5
Unit 2: Founding Documents of Democracy (1 Credit)							
Week 2	The Declaration of Independence and the Articles of Confederation	11	1.5	23	7:33	10	5
Week 2	The Constitution and the Bill of Rights	11	1.5	39	6:41	12	5
Unit 3: Branches and Levels of Government (1 credit)							
Week 3	The Legislative Brach	7.25	1.75	36	10:14	15	5
Week 3	The Executive Branch	7.24	1.75	42	15:14	10	5
Week 3	The Judicial Branch	7.25	1.75	46	15:47	18	5
Unit 4: Citizenship and Civic Participation (1 Credit)							
Week 4	Local, State, and National Government	7.25	1.75	41	9:36	10	5
Week 4	Political Parties, Elections, and Elected Officials	7.24	1.75	42	7:17	13	5
Week 4	Citizenship and Civic Participation	7.25	8:27	30	827	8	5
Unit 5 : Foreign and Domestic Policy (1 Credit)							
Week 5	Foreign Policy	11	1.5	28	9:59	10	5
Week 5	Dometic Policy	11	1.5	24	15:24	10	5

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Final Credit(s):
End Date:

U.S. History A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: Foundations of a Nation (1775-1877) (1 credit)							
Week 1	Clarifying Big Ideas: Continuity and Change	7.25	0	23	0:00	3	N/A
Week 1	The Founding of the United States	7.25	1.5	42	1:13	12	5
Week 1	The Nation Goes to War	7.25	1.5	55	0:14	20	5
Unit 2: Industrializing the Nation (1877-1914) (1 Credit)							
Week 2	Clarifying Big Ideas: Primary and Secondary Sources	7.25	0	32	0:00	7	N/A
Week 2	Industrialization and Innovation	7.24	1.5	47	0:14	15	5
Week 2	Westward Expansion	7.25	1.5	52	0:14	15	5
Unit 3: A Nation Reforms (1877-1914) (1 credit)							
Week 3	Clarifying Big Ideas: Understanding Point of View, Bias, and Frame of Reference	7.25	0	23	0:00	4	N/A
Week 3	Politics and Government in the Gilded Age	7.24	1.5	55	0:00	11	5
Week 3	The Progressive Era	7.25	1.5	37	2:14	13	5
Unit 4: A Nation Goes to War (1 Credit)							
Week 4	Clarifying Big Ideas: Analyzing a Historical Argument	7.25	0	23	0:00	4	N/A
Week 4	The US in World War I	7.24	1.5	57	4:14	23	5
Week 4	The Roaring 20's	7.25	1.5	54	2:06	16	5
Unit 5 : A Tumultuous Nation (1929-1945) (1 Credit)							
Week 5	Clarifying Big Ideas: Making a Historical Argument	7.25	0	27	0:00	5	N/A
Week 5	FDR, the United States, and the Second New Deal	7.24	1.5	51	0:14	18	5
Week 5	The United States and World War II	7.25	1.5	53	5:23	14	5

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Final Credit(s):
End Date:

U.S. History B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: A Nation Emerges (1945-1960) (1 credit)							
Week 1	Clarifying Big Ideas: Analyzing Quantitative Data	7.25	0	30	0:00	7	N/A
Week 1	Postwar US and the Cold War at Home	7.24	1.5	43	9:42	15	5
Week 1	Conflicts of the 1950s	7.25	1.5	55	1:29	24	5
Unit 2: A More Equal Nation (1960-1968) (1 Credit)							
Week 2	Clarifying Big Ideas: Understanding Causality	7.25	0	28	0:00	4	N/A
Week 2	Civil Rights Movements of the 1960s	7.24	1.5	61	0:14	17	5
Week 2	The Cold War Heats Up	7.25	1.5	50	0:14	17	5
Unit 3: A Nation in Turmoil (1968-1980) (1 credit)							
Week 3	Clarifying Big Ideas: Conducting Historical Research	7.25	0	23	0:00	4	N/A
Week 3	The Continued Fight for Civil Rights	7.24	1.5	65	0:14	13	5
Week 3	Vietnam: A Quagmire of a War	7.25	1.5	53	0:14	13	5
Unit 4: A Nation Takes the Lead (1980-1992) (1 Credit)							
Week 4	Clarifying Big Ideas: Making Historical Comparisons	7.25	0	20	0:00	3	N/A
Week 4	The End of the Cold War	7.24	1.5	45	0:14	16	5
Week 4	The Bush Administration	7.25	1.5	41	0:14	11	5
Unit 5 : The Modern Nation (1992-2021) (1 Credit)							
Week 5	Clarifying Big Ideas: Communicating Ideas	7.25	0	24	0:00	3	N/A
Week 5	The Bush Administration and the War on Terror	7.24	1.5	48	0:14	19	5
Week 5	The Obama Administration	7.25	1.5	70	1:47	19	5

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Final Credit(s):
End Date:

World History A

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: The Age of Revolutions (1 credit)							
Week 1	The English Civil War and the Glorious Revolution	11	1.5	47	4:59	11	5
Week 1	The Enlightenment	11	1.5	41	8:05	8	5
Unit 2: The Rise of Industry (1 Credit)							
Week 2	The Agricultural Revolution	11	1.5	31	7:02	11	5
Week 2	The Industrial Revolution	11	1.5	41	8:06	12	5
Unit 3: The Rise of Nationalism and Imperialism (1 credit)							
Week 3	The Rise of Nationalism	11	1.5	39	11:10	10	5
Week 3	Imperialism in Africa, India, and the Middle East	11	1.5	46	2:25	9	5
Unit 4: World War I (1 Credit)							
Week 4	The Great War	11	1.5	51	7:39	8	5
Week 4	World War I Ends	11	1.5	34	5:30	6	5
Unit 5 : World War II (1 Credit)							
Week 5	Between the Wars	11	1.5	54	5:17	11	5
Week 5	War Breaks Out	11	1.5	52	6:32	7	5

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Final Credit(s):
End Date:

World History B

Student Name: _____

Week of Completion	Tutorial	Tutorial Completion (hours)	Guided Notes Completion (hours)	Pages in tutorial	Sum of Video Time	Total number of tutorial questions	Total number of mastery test questions
Unit 1: The US Enters the War (1 credit)							
Week 1	The War in Europe and the Pacific	11	1.5	53	6:58	11	5
Week 1	The Holocaust and Other Atrocities	11	1.5	50	6:11	9	5
Unit 2: The End of World War II (1 Credit)							
Week 2	The Allies Win	11	1.5	55	7:58	13	5
Week 2	The Rise of Communist Governments	11	1.5	36	4:31	10	5
Unit 3: The Cold War (1 credit)							
Week 3	The Cold War Spreads	11	1.5	49	4:36	10	5
Week 3	The Cold War Ends	11	1.5	43	9:45	9	5
Unit 4: Postcolonialism (1 Credit)							
Week 4	The End of Empires in Asia	11	1.5	49	8:48	13	5
Week 4	Decolonization in Africa	11	1.5	51	7:17	12	5
Unit 5 : A Changing Globe (1 Credit)							
Week 5	Revolution and Reaction in the Americas	11	1.5	49	9:34	6	5
Week 5	Nationalism in the Middle East	11	1.5	48	6:37	10	5

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Final Credit(s):
End Date:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2024-2025 Academic School Calendar

July 2024						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

September 2024						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

First/Last Day of School | Teacher Work Day/No School | Holiday/No School | No School | End of Term

Important Dates and School Holidays

July 1 - 5	Summer Break	Feb 17	Presidents' Day
Aug 7 - 9	Staff Development Days	Mar 31	César Chávez Day
Sept 2	Labor Day	Apr 14 - 18	Spring Break
Nov 11	Veterans Day	May 5 - 6	Staff Development Days
Nov 25 - 29	Thanksgiving Break	May 26	Memorial Day
Dec 23 - Jan 3	Winter Break	June 19	Juneteenth
Jan 20	Martin Luther King Jr. Day		

EXHIBIT W

Assigned Work Record Template 2026-26

Student Name:								
Student ID:		**Learning Period:**						
Schedule		**Course**	**Assignment**	**Time Value in Minutes**	**Submitted**	**Percent Complete per Week**	**Assignment Score**	**Total Points**
Week 1					☐	0%		
					☐			
					☐			
					☐			
					☐			
					☐			
					☐			
					☐			
					☐			
					☐			
Week 2	**Monday**				☐	0%		
					☐			
					☐			
	Tuesday				☐			
					☐			
					☐			
	Wed				☐			
					☐			
					☐			
	Thursday				☐			
					☐			
					☐			
	Friday				☐			
					☐			
					☐			
Week 3					☐	0%		
					☐			
					☐			
					☐			
					☐			
					☐			
					☐			
					☐			
					☐			
					☐			

Week 4						0%				

EXHIBIT X

Academic Calendar 2025-2026

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

2025-2026 ACADEMIC SCHOOL CALENDAR



First/Last Day of School | **Teacher Work Day/No School** | **Holiday/ No School** | **No School** | **End of Term**

July 1 - Aug 1	Summer Break
Aug 4 - Aug 5	Staff Development Days
Sept 1	Labor Day
Nov 11	Veterans Day
Nov 24 - Nov 28	Thanksgiving Break
Dec 22 - Jan 2	Winter Break
Jan 19	Martin Luther King Jr. Day
Feb 13	Lincoln Day Observed
Feb 16	Presidents' Day
Mar 27	César Chávez Day Observed
Mar 30 - Apr 3	Spring Break
Apr 6 - 7	Staff Development Days
May 25	Memorial Day
Jun 19	Juneteenth
Jun 30	Teacher Work Day

*SUBJECT TO CHANGE

EXHIBIT Y

2025.03.28 CTE Truck Driving Program Letter

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

March 28, 2025

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: NOC/RFI - CTE Truck Driving Program
TRUSD Additional Requests for Information re HCCTS' 12/20/24 Response

Dear Ms. Carreon,

On February 3, 2025, HCCTS received a notice of concern/request for information from TRUSD regarding the CTE Truck Driving Program.

On December 16, 2024, the HCCTS HR Department, in collaboration with Pat Keller, a private investigator contracted by HCCTS, began investigating the HCCTS Truck Driving Program. As part of this investigation, Jasmine Gibbs, the Director of HR, together with Mr. Keller conducted interviews with HCCTS truck driving employees, former HCCTS students, employees from Local 185 Union, the Sacramento Police Department, and others.

On March 27, 2025, HCCTS completed the investigation and prepared the following letter in response.

If you would like to discuss the report in greater detail or have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

1. **CTE Truck Driving for Non-Students**

Work Calendars
Attached you will find Mr. Ivaniuk's employment contracts, which show time and days worked for the 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 school years.

Class Schedules
Attached you will find the HCCTS bell schedules for the 2018-2019, 2019-20, 2020-21, 2021-22, and 2022-23 school years. The bell schedules utilized in the 2014-17 school years were the same ones utilized for the following two years, 2017-18 and 2018-19.

Non-Student Schedules
During the first two meetings with Sergey Ivanyuk, Truck Driving Program Coordinator, he stated that the non-students would attend class on weekends and they would stop by during the week to take tests. After further investigation, it was discovered that non-students attended the truck driving classes any time during the day. In the interview with Sergeant Nicholas Fox of the Sacramento Police Department held on February 5, 2025, he stated that: "At some point, they were told they could only come in the mornings between 6:00 AM and 8:00 AM". Mr. Fox was unaware of any officers attending the HCCTS Truck Driving Program on the weekends. Due to the number of inconsistencies in interviews and documentation, we are unable to verify the schedules of non-students.

Sergey Ivanyuk is the person responsible for managing the program and creating and keeping all of the administrative records. During the investigation, he provided many documents that were inaccurate, including data discrepancies that cannot be verified.

In response to the following requests:

> A summary of the instances where non-students "stopped by throughout the week" for tests. As part of this summary, include information about whether non-students ever scheduled the visits in advance, how they knew when Mr. Ivaniuk would be available, whether HCCTS students were ever present during these visits, and whether the visits ever took place within Mr. Ivaniuk's HCCTS work hours. **HCCTS does not have this information.**
>
> *Outline the support Mr. Ivaniuk provided to non-students to assist them in*

acquiring their license (i.e., 15 hours of "behind-the-wheel" training, study materials for road and/or written tests, instruction to prepare for the road and written tests, etc). **HCCTS does not have this information.**

Outline the process Mr. Ivaniuk followed when administering tests and include the approximate duration for these assessments. This outline should include information about assessments for pre-trip, general knowledge, drive/road, brake, and skills tests as described in the comments section of the student lesson documents provided by HCCTS. **HCCTS does not have this information.**

2. Data Discrepancies Between Students and Non-Students

On January 14, 2025, HCCTS Leadership submitted a written directive to Sergey Ivanyuk, the Truck Driving Program Coordinator, to stop serving non-students in the Truck Driving Program. While HCCTS reported the discontinuation of serving non-students effective January 6, 2025, it wasn't until January 14, 2025, that HCCTS stopped the participation of all non-students in all its programs and is only serving enrolled HCCTS students, to the best of my knowledge.

3. Partnerships and Scholarships

HCCTS alumni enrolled in the truck driving program through the Doc Smith Legacy Foundation Scholarship Program (DSLF). To start the process, alumni would submit an application to the foundation, and it would be reviewed by Mike Reid (former HCCTS Chief Operations Officer), current President of the Doc Smith Legacy Foundation and HCCTS Board member, as well as Murdock Smith (former HCCTS Executive Director). If the scholarship application was approved by Mike Reid and Doc Smith, then the DSLF agreed to cover the tuition expenses for the student. Two HCCTS alumni students were granted scholarships to attend the Truck Driving program. According to a statement by Mike Reid via email on March 13, 2025, a transfer of $3800 was made from DSLF to HCCTS for these alumni students. During an interview with Lee Farrand, Director of CTE, she stated: "To my knowledge, no money has ever been exchanged for those students."

According to our financial records and Matthew Lemos, HCCTS Chief Business Official, one fiscal exchange occurred between the DSLF and HCCTS, and it was not related to scholarships.

Partnerships and Local Union 185

On February 25, 2025, in a phone interview with Doyle Radford Jr, the Business Manager at Local 185 Union, the following work was provided to

HCCTS by Local 185 in the 2019-2020 school year:

- Pre-apprentice work, including parking lot slurry and stripping
- The Northern California Construction Training (NCCT) provided demolition work
- Over the last few years, Local 185 purchased some delineators and about $800 in tools that they donated to the HCCTS Truck Driving Program

The union then stopped providing labor to HCCTS over liability concerns in the event someone may be injured.

Please note the distinction between Doyle Radford Senior and Doyle Radford Junior. Doyle Radford Sr was a former HCCTS board member from May 8, 2014 to July 13, 2023. Doyle Radford Jr is a business manager at Local 185 and Doyle Radford Senior's son.

Partnerships and Sacramento Police Department and Sacramento County Sheriff's Office

During the investigation process, Sergey Ivanuyk, the Truck Driving Program Coordinator, stated that no fiscal exchanges occurred between HCCTS and the Police Department or the Sacramento Sheriff's Office. On February 5, 2025, in the phone interview with Sergeant Nicholas Fox from the Sacramento Police Department (SPD), Mr. Fox confirmed that nobody from the SPD paid any money to HCCTS or any HCCTS employees for the driving instructions. The following Sacramento Police Officers attended the training:

- Nicholas Fox
- Andrew Ryan
- Brock O'Shaunessy
- Tyler Curtis
- Fredrick Osmond
- Steve Colombo (Discontinued on January 10, 2025)
- Amber Hickey
- Alexis Grove: He was attending the program when the directive to stop was given

Following the review of canceled DMV checks, the investigator was able to locate a $98.00 check that had been used by Amber Hickey, a Sacramento Police Department officer, in April 2024 for her Commercial Licence Permit. A review of the DOT medical payment records showed that in July 2022, HCCTS paid for a Sacramento Sheriff's deputy's DOT medical and urine test (in the amount of $167. Sergey Ivaniuk, Truck Driving Program Coordinator, admitted he would have been the one that issued the DMV check to her and then stated: " I don't know what happened, but we never covered them."

Ivanyuk continued to say he never gave checks to law enforcement and then said, “I don’t recall why I did it. But yes. That’s me. I did it.”

The investigation into the truck driving program will conclude with disciplinary action. HCCTS has had a new MOU to be provided to the sheriff’s office and police department as other government agencies to provide services in which liability and compensation issues are resolved.

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2014.2015	Track A - Schedule A - EL Full Day	PR1	255	08:10:00	12:25:00
2014.2015	Track A - Schedule A - EL Full Day	PR3	255	12:45:00	17:00:00
2014.2015	Track A - Schedule B - EL Morning	PR1	255	08:10:00	12:25:00
2014.2015	Track A - Schedule C - EL Afternoon	PR3	255	12:45:00	17:00:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR1	120	08:10:00	10:10:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR2	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR3	120	13:00:00	15:00:00
2014.2015	Track B & C - Schedule A - High Level Full-Day	PR4	120	15:00:00	17:00:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	120	13:00:00	15:00:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	120	08:10:00	10:10:00
2014.2015	Track B & C - Schedule B - High Level Morning	PR1	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR2	130	10:20:00	12:30:00
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR3	120	13:00:00	15:00:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2014.2015	Track B & C - Schedule C - High Level Afternoon	PR4	120	15:00:00	17:00:00
2014.2015	Track C - Schedule D - High Level Stride	PR4	120	15:00:00	17:00:00
2014.2015	Track C - Schedule D - High Level Stride	PR5	240	17:00:00	21:00:00
2014.2015	Track D & E - Bilingual Secondary	PR1	120	08:10:00	10:10:00
2014.2015	Track D & E - Bilingual Secondary	PR1	120	13:00:00	15:00:00
2014.2015	Track D & E - Bilingual Secondary	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule A	PR1	125	08:10:00	10:15:00
2015.2016	Track A, B, C, D & E - Schedule A	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule A	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule B	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule B	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule B	PR4	125	15:05:00	17:10:00
2015.2016	Track A, B, C, D & E - Schedule C	PR1	260	08:10:00	12:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2015.2016	Track A, B, C, D & E - Schedule C	PR3	120	13:00:00	15:00:00
2015.2016	Track A, B, C, D & E - Schedule D	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule D	PR3	250	13:00:00	17:10:00
2015.2016	Track A, B, C, D & E - Schedule E	PR1	260	08:10:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule E	PR3	180	13:00:00	16:00:00
2015.2016	Track A, B, C, D & E - Schedule F	PR2	130	10:20:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule F	PR3	100	13:00:00	14:40:00
2015.2016	Track A, B, C, D & E - Schedule F	PR4	180	15:00:00	18:00:00
2015.2016	Track A, B, C, D & E - Schedule G	PR1	220	08:10:00	11:50:00
2015.2016	Track A, B, C, D & E - Schedule G	PR3	180	13:00:00	16:00:00
2015.2016	Track A, B, C, D & E - Schedule H	PR1	245	08:25:00	12:30:00
2015.2016	Track A, B, C, D & E - Schedule H	PR3	130	13:00:00	15:10:00
2015.2016	Track A, B, C, D & E - Schedule I	PR1	240	08:00:00	12:00:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2015.2016	Track A, B, C, D & E - Schedule I	PR3	140	12:15:00	14:35:00
2015.2016	Track E - Schedule J	PR1	245	08:25:00	12:30:00
2015.2016	Track E - Schedule K	PR3	245	13:00:00	17:05:00
2015.2016	Track E - Schedule L	PR5	225	17:15:00	21:00:00
2015.2016	Track E - Schedule M	PR1	240	08:00:00	12:00:00
2015.2016	Track E - Schedule N	PR5	225	17:00:00	20:45:00
2015.2016	Track E - Schedule O	PR3	225	16:00:00	19:45:00
2015.2016	Track E - Schedule P	PR1	235	08:20:00	12:15:00
2015.2016	Track E - Schedule Q	PR3	250	12:50:00	17:00:00
2015.2016	Track E - Schedule R	PR3	225	13:00:00	16:45:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR1	125	08:10:00	10:15:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR2	130	10:20:00	12:30:00
2016.2017	Schedule A - Tracks A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR2	130	10:20:00	12:30:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule B - Track A, B, C, D, & E	PR4	125	15:05:00	17:10:00
2016.2017	Schedule C - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule C - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule D - Track A, B, C, D, & E	PR1	260	08:10:00	12:30:00
2016.2017	Schedule D - Track A, B, C, D, & E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule E - Track A, B, C, D, & E	PR1	210	08:30:00	12:00:00
2016.2017	Schedule E - Track A, B, C, D, & E	PR3	165	12:45:00	15:30:00
2016.2017	Schedule F - Track A, B, C, D, & E	PR1	180	09:00:00	12:00:00
2016.2017	Schedule F - Track A, B, C, D, & E	PR3	195	12:30:00	15:45:00
2016.2017	Schedule G - Track A, B, C, D, & E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule G - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00
2016.2017	Schedule H - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule H - Track A, B, C, D, & E	PR3	150	12:30:00	15:00:00
2016.2017	Schedule I - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule I - Track A, B, C, D, & E	PR3	150	13:00:00	15:30:00
2016.2017	Schedule J - Track A, B, C, D, & E	PR1	225	08:30:00	12:15:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule J - Track A, B, C, D, & E	PR5	150	17:00:00	19:30:00
2016.2017	Schedule K - Track A, B, C, & E (T-F)	PR1	300	09:30:00	14:30:00
2016.2017	Schedule K - Track A, B, C, & E (T-F)	PR4	120	14:30:00	16:30:00
2016.2017	Schedule L - Track A & E (Blended Learning)	PR4	60	16:10:00	17:10:00
2016.2017	Schedule L - Track A & E (Blended Learning)	PR5	240	17:10:00	21:10:00
2016.2017	Schedule M - Track E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule N - Track E	PR1	240	08:30:00	12:30:00
2016.2017	Schedule N - Track E	PR3	120	13:00:00	15:00:00
2016.2017	Schedule O - Track E	PR1	240	08:00:00	12:00:00
2016.2017	Schedule P - Track E	PR5	225	17:30:00	21:15:00
2016.2017	Schedule Q - Track E	PR1	225	08:15:00	12:00:00
2016.2017	Schedule R - Track E	PR5	225	16:00:00	19:45:00
2016.2017	Schedule S - Track E	PR5	225	17:00:00	20:45:00
2016.2017	Schedule T - Track E	PR1	225	08:30:00	12:15:00
2016.2017	Schedule U - Track E	PR3	225	13:00:00	16:45:00
2016.2017	Schedule V - Track E	PR3	225	12:45:00	16:30:00
2016.2017	Schedule W - Track E	PR3	240	12:30:00	16:30:00
2016.2017	Schedule X - Track E	PR3	245	13:00:00	17:05:00
2016.2017	Schedule Y - Track E	PR1	225	07:45:00	11:30:00
2016.2017	Schedule Z - Track E	PR3	225	12:00:00	15:45:00
2016.2017	Schedule AA - Track E	PR1	240	09:00:00	13:00:00
2016.2017	Schedule AB - Track E	PR5	240	16:30:00	20:30:00

SchoolYear	Name	Period name	Minutes Attended	StartTime	EndTime
2016.2017	Schedule AC - Track E	PR1	225	07:30:00	11:15:00
2016.2017	Schedule AD - Track E	PR3	240	11:45:00	15:45:00
2016.2017	Schedule AE - Track E	PR5	225	17:15:00	21:00:00

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

High School Completion (AM):

Regular Day Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 p.m.
Lunch	11:55 p.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.
Period 5	2:00 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:00 a.m.
Period 2	9:05 a.m. - 10:05 a.m.
Period 3	10:10 a.m. - 11:10 p.m.
Lunch	11:10 p.m. - 11:55 p.m.
Period 4	11:55 p.m. - 12:55 p.m.
Period 5	1:00 p.m. - 2:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

English Language Development:

Regular Day Schedule

AM Classes	8:25 a.m. - 12:25 p.m.
Lunch	12:25 p.m. - 1:00 p.m.
AFT Classes	1:00 p.m. - 5:00 p.m.
PM Classes	5:00 p.m. - 9:00 p.m.

Thursday Early Dismissal Schedule

AM Classes	8:25 a.m. - 11:40 a.m.
Lunch	11:40 a.m. -12:15 p.m.
AFT Classes	12:15 p.m. - 3:40 p.m.
PM Classes	5:35 p.m. - 9:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2019-20

High School Completion (PM):

Regular Day Schedule

Period 1	5:00 p.m. - 6:10 p.m.
Period 2	6:15 p.m. - 7:25 p.m.
Break	7:25 p.m. - 7:35 p.m.
Period 3	7:35 p.m. - 8:45 p.m.
Period 4	8:50 p.m. - 10:00 p.m.

Thursday Early Dismissal Schedule

Period 1	5:35 p.m. - 6:35 p.m.
Period 2	6:40 p.m. - 7:40 p.m.
Break	7:40 p.m. - 7:50 p.m.
Period 3	7:50 p.m. - 8:50 p.m.
Period 4	8:55 p.m. - 10:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2020-2021

High School Completion (AM):

Regular Day Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 p.m.
Lunch	11:55 p.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.
Period 5	2:00 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:00 a.m.
Period 2	9:05 a.m. - 10:05 a.m.
Period 3	10:10 a.m. - 11:10 p.m.
Lunch	11:10 p.m. - 11:55 p.m.
Period 4	11:55 p.m. - 12:55 p.m.
Period 5	1:00 p.m. - 2:00 p.m.

HIGHLANDS COMMUNITY CHARTER SCHOOL

Bell Schedule: 2020-21

English Language Development:

Regular Day Schedule

AM Classes	8:25 a.m. - 12:25 p.m.
Lunch	12:25 p.m. - 1:00 p.m.
AFT Classes	1:00 p.m. - 5:00 p.m.
PM Classes	5:00 p.m. - 9:00 p.m.

Thursday Early Dismissal Schedule

AM Classes	8:25 a.m. - 11:40 a.m.
Lunch	11:40 a.m. -12:15 p.m.
AFT Classes	12:15 p.m. - 3:40 p.m.
PM Classes	5:35 p.m. - 9:00 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2021-22

AM Regular Day Schedule

Period 1	8:00 a.m. - 9:35 a.m.
Period 2	9:40 a.m. - 11:15 a.m.
Period 3	11:20 a.m. - 12:55 p.m.
Lunch	12:55 p.m. - 1:40 p.m.
Period 4	1:40 p.m. - 3:15 p.m.

Thursday Early Dismissal Schedule

Period 1	8:00 a.m. - 9:15 a.m.
Period 2	9:20 a.m. - 10:35 a.m.
Period 3	10:40 a.m. - 11:55 a.m.
Lunch	11:55 a.m. - 12:40 p.m.
Period 4	12:40 p.m. - 1:55 p.m.

PM Schedule

Period 1	4:30 p.m. - 6:15 p.m.
Period 2	6:15 p.m. - 8:00 p.m.
Break	8:00 p.m. - 8:10 p.m.
Period 3	8:10 p.m. - 10:05 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Alternate Schedules

Period 1	3:00 p.m. - 4:45 p.m.
Period 2	4:45 p.m. - 6:30 p.m.
Break	6:30 p.m. - 6:40 p.m.
Period 3	6:40 p.m. - 8:35 p.m.

Period 1	3:30 p.m. - 5:15 p.m.
Period 2	5:15 p.m. - 7:00 p.m.
Break	7:00 p.m. - 7:10 p.m.
Period 3	7:10 p.m. - 9:05 p.m.

Period 1	4:00 p.m. - 5:45 p.m.
Period 2	5:45 p.m. - 5:30 p.m.
Break	5:30 p.m. - 7:40 p.m.
Period 3	7:40 p.m. - 9:35 p.m.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

Bell Schedule: 2022-23

AM Regular Day Schedule

Period 1	8:30 a.m. - 10:43 a.m.
Period 2	10:47 a.m. - 1:00 p.m.
Lunch	1:00 p.m. - 1:30 p.m.
Period 3	1:30 p.m. - 3:43 p.m.

Thursday AM Early Dismissal Schedule

Period 1	8:30 a.m. - 10:10 a.m.
Period 2	10:15 a.m. - 11:55 a.m.
Lunch	11:55 a.m. - 12:25 p.m.
Period 3	12:25 p.m. - 2:05 p.m.

AFT Regular Day Schedule

Period 3	12:00 p.m. - 2:13 p.m.
Period 4	2:17 p.m. - 4:30 p.m.
Lunch	4:30 p.m. - 5:00 p.m.
Period 5	5:00 p.m. - 7:13 p.m.

(**AFT Schedule Follows Either AM Early Dismissal or PM Schedule B on Thursdays)

HIGHLANDS
COMMUNITY CHARTER SCHOOL

PM Schedule A

Period 5	3:00 p.m. - 5:25 p.m.
Break	5:25 p.m. - 5:35 p.m.
Period 6	5:35 p.m. - 8:00 p.m.

(**PM Schedule A Follows PM Schedule B on Thursdays)

PM Schedule B

Period 5	4:30 p.m. - 6:55 p.m.
Break	6:55 p.m. - 7:05 p.m.
Period 6	7:05 p.m. - 9:30 p.m.

PM Schedule C

Period 5	5:00 p.m. - 7:25 p.m.
Break	7:25 p.m. - 7:35 p.m.
Period 6	7:35 p.m. - 10:00 p.m.

CICA - 6974

Highlands Community Charter School

2018-2019 School Calendar

July 2018						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Color Code: **First/Last Day of School** **Teacher Work Day/Non Student Day** **Holidays/No School** **No School**

Important Dates and School Holidays

July 9th	First Day of School (Track A and D)	Dec 24th-Jan 4th	Winter Break
Aug 9th – 10th	Teacher Work Day/No School	Feb 15th & 19th	Teacher Days
Aug 13th	First Day of Track B	Feb 18th	President's Day
Sept 3rd	Labor Day	Apr 15th-19th	Spring Break
Sept 10th	First Day of Track C	May 6th – 8th	Teacher Work Days
Nov 12th	Veteran's Day	May 27th	Memorial Day
Nov19-23	Thanksgiving Break	June 28th	Last Day of School
Dec 14th	Teacher Work Day		

Grading Periods

July 9th – Sept 7th / Sept 10th – Nov 16th / Nov 26th – Feb 8th / Feb 11th – Apr 12th

CICA - 6975

Highlands Community Charter School

2019-2020 School Calendar

July 2019

Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019

Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019

Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2019

Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019

Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019

Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020

Su	M	Tu	W	Th	F	S
			1	2	3	4
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March 2020

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April 2020

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May 2020

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June 2020

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Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School**

Important Dates and School Holidays

July 8th	First Day of School/Track A	Dec 23rd - Jan 3rd	Winter Break
Aug 8th - 9th	Teacher Work Days	Jan 20th	MLK Day
Aug 12th	First Day of Track B	Feb 14th & 18th	Teacher Work Days
Sept 3rd	Labor Day	Feb 17th	President's Day
Sept 10th	First Day of Track C	Apr 6th - 10th	Spring Break
Nov 11th	Veterans Day	May 4th - 6th	Teacher Work Days
Nov 25th - 29th	Thanksgiving Break	May 25th	Memorial Day
Dec 13th	Teacher Work Day	June 30th	Last Day of School

Grading Periods

July 8th - Sept 7th / Sept 10th - Nov 15th / Nov 18th - Feb 7th / Feb 10th - Apr 17th / Apr 20th - June 30th

Revised 11-21-18

CICA AR 006940

Highlands Community Charter School

2020-2021 Academic School Calendar

July 2020

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August 2020

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September 2020

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November 2020

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January 2021

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March 2021

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June 2021

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Color Code: First/Last Day of School | Teacher Work Day/No School | Holidays/No School | No School | End of Term

Important Dates and School Holidays

July 1st – July 3rd	Summer Break	Jan 18th	MLK Day
July 6th	First Day of School	Feb 15th	Presidents' Day
Aug 5th-7th	Staff Development Days	Feb 16th	Staff Development Day
Sept 7th	Labor Day	Mar 29th-Apr 2nd	Spring Break
Nov 11th	Veterans' Day	May 3rd-5th	Staff Development Days
Nov 23rd-27th	Thanksgiving Break	May 31st	Memorial Day
Dec 18th	Staff Development Day	June 25th	Last Day of School
Dec 21st - Jan 1st	Winter Break		

Grading Periods

July 6th – October 23rd / October 26th – February 26th / March 1st – June 18th

Revised 11-20-19

Highlands Community Charter & Technical Schools

2021-2022 Academic School Calendar

210 Work Calendar

July 2021

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August 2021

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September 2021

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November 2021

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December 2021

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January 2022

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March 2022

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April 2022

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May 2022

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June 2022

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Color Code: **First/Last Day of School** **Teacher Work Day/No School** **Holidays/No School** **No School** **End of Term**

Important Dates and School Holidays

July 1st – 9th	Summer Break	Dec 20th – Dec 31st	Winter Break
Aug 12th – 13th	Staff Development Days	Jan 17th	MLK Day
Sept 6th	Labor Day	Feb 21st	Presidents Day
Nov 11th	Veterans Day	Apr 11th – 15th	Spring Break
Nov 22nd – 26th	Thanksgiving Break	May 9th – 11th	Staff Development Days
Dec 17th	Staff Development Day	May 30th	Memorial Day

Grading Periods

July 12th – October 22nd / October 25th – February 25th / February 28th – June 17th

Highlands Community Charter & Technical Schools

2022-2023 Academic School Calendar

209 Work Calendar

July 2022

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August 2022

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September 2022

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November 2022

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December 2022

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January 2023

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February 2023

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March 2023

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April 2023

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May 2023

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June 2023

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Color Code: First/Last Day of School | Teacher Work Day/No School | Holidays/No School | No School

Important Dates and School Holidays

July 4th - 8th	Summer Break
Aug 11th - 12th	Staff Development Days
Sept 5th	Labor Day
Nov 11th	Veterans Day
Nov 21st - 25th	Thanksgiving Break
Dec 26th - Jan 6th	Winter Break
Jan 16th	Martin Luther King Jr. Day
Feb 20th	Presidents Day
Apr 17th - 21st	Spring Break
May 8th - 10th	Staff Development Days
May 29th	Memorial Day
June 19th	Juneteenth

Certificated Paid 198 Work Days
Classified Paid 198 Work Days and 11 Holidays

Highland Community Charter School **Adopted:**

Job Description: CTE TEACHER - HEAVY-DUTY TRUCK, BUS, OSHA FORKLIFT

BASIC FUNCTION

Under direction of the Principal and Coordinator of Career and Technical Education, the Teacher will instruct and provide related services to adult students attending the HCCS Heavy-Duty Truck Driving, Bus and OSHA Forklift program.

MAJOR DUTIES AND RESPONSIBILITIES (may include, but not limited to the following)

- Provides learning experiences in the correct operation of heavy-duty trucks, buses, and forklifts utilizing the course of study adopted by the Board of Directors.
- In keeping with HCCS and State of California guidelines, conducts hands-on training with large and small groups and individual adult learners.
- Adapts training methods to the needs of adult learners with diverse cultural backgrounds and varying intellectual abilities and attitudes.
- Develops and uses a variety of instructional materials suitable for verbal, visual, and hands-on instruction of adult learners with a wide range of mental, physical, and emotional maturities.
- Establishes and maintains standards of student behavior needed to achieve effective participation in all activities.
- Evaluates achievement of students and keeps appropriate records.
- Identifies students' needs and cooperates with other professional staff members in assessing and helping students solve health, attitude and learning problems.
- Maintains professional competence through participation in in-service education activities provided by the district and/or self-selected professional growth activities.
- Prepares materials for classroom use.
- May select and requisition books, instructional materials and supplies.
- Enters attendance in a timely manner and maintains other accounting records and business services as required.
- Attends staff meetings and participates in faculty committees as needed.
- Participates in curriculum and other development of CTE programs within the school and or outside sources.
- Performs other related duties as required.

QUALIFICATIONS

Ability to:

(Consideration will be given to reasonable accommodation for the following physical requirements):

- Sufficient vision to read printed materials.
- Sufficient hearing to conduct in person and telephone conversations.
- Ability to speak in an understandable voice with sufficient volume to be heard in normal conversational distance, on the telephone, and when addressing large and small groups.
- Skill in working with adult learners.
- Sufficient mobility to move about the school from one site to another.
- Ability to maintain open communication and encourage questions and problem solving.
- Ability to establish and maintain cooperative working relationships.

Highland Community Charter School

Adopted:

EXPERIENCE & EDUCATION

Current Class “A” and Class B driver’s license
Three years of driving experience as a Class “A” Driver

CREDENTIAL

Teachers must have an appropriate California teaching credential to teach primarily adults the designated trade, technical, or vocational subject assigned to them, which may include, but is not limited to, an appropriate Career Technical Education credential, Adult Career Technical Education credential, Vocational credential, or Adult Vocational credential. Per California Education Code Section 47605(l), as a noncore, non-college preparatory instructor, flexibility may be given regarding credentialing.

WORKING CONDITIONS

Environment:

The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. This position will include office and school environments.

Physical Abilities:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee must be able to;

- Ability to perform the various physical tasks included in the instructional program;
- Hearing and vision, with correction, within normal range;
- Sufficient stamina to remain active and energetic throughout the training day;
- Ability to lift/carry/move equipment and furniture up to 50 lbs. in weight;
- Freedom from any disability that would limit or impair performance of the teaching duties and responsibilities required of this position.

Hazards:

None identified.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

TO: **Sergey Ivanyuk** **Via: Mail, hand delivery**

CTE Teacher

FROM: **Murdock Smith**
Executive Director

DATE: **May 8, 2019**

SUBJECT: Notification of Reasonable Assurance – Certificated Employee

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in the next school year 2019-20 after the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

Karen Hall – Human Resources Analyst

Employee Signature Acknowledging Receipt

HIGHLANDS
COMMUNITY CHARTER SCHOOL
MAY 20 2019
HUMAN RESOURCES
RECEIVED

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & Sergey Ivanyuk

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("District"). The Board desires to hire employees who will assist HCCS in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of HCCS, and the employee signing below expressly recognizes that he/she is being employed by HCCS and not the District.

3. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. HCCS shall be deemed the exclusive public school employer of the employees at HCCS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of CTE CTC Teacher at Highlands. The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**: 2018 - 19 School Year

The minimum on-site obligations for this position shall generally be Monday through Friday, 8 hours a day 230 calendar, row D. Step 11. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The annual compensation for this position shall be $78,052, to be paid twice monthly, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by HCCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by HCCS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with HCCS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and HCCS's Employee Handbook, which HCCS may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6.14.18

HCCS Approval:

Date: 6/25/2018 P.P. Veronica Xiong, Murdock Smith
Murdock Smith, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

TO: **Sergey Ivanyuk**
CTE Teacher

Via: Hand delivery

FROM: **Murdock Smith**
Executive Director

DATE: **May 7, 2018**

SUBJECT: **Notification of Reasonable Assurance -- Certificated Employee**

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in 2018-19 the next school year. After the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

School Representative Signature

Employee Signature Acknowledging Receipt

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of HIGHLANDS COMMUNITY CHARTER SCHOOL ("HCCS"), a California public charter school approved by the Sacramento County Office of Education ("County"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for purposes of assisting HCCS in implementing its purposes, policies, and procedures.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, as amended, Education Code section 47600, *et seq*. HCCS has been sponsored by the District. A copy of the HCCS charter is available for review and copying in the School office.

2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [CTE Teacher]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of [$55,682.0] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

update 1/26/2017

Employee Signature: _____ Date: 12.6.16

Address: 8102 Prairie Hills ct, Antelope, CA, 95843

Telephone: 916 996-4210

HCCS Approval:

Dated: 12-7-16

[MURDOCK SMITH, EXECUTIVE DIRECTOR]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & Sergey Ivanyuk

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("District"). The Board desires to hire employees who will assist HCCS in achieving the goals and meeting the requirements of HCCS's charter, as well as assisting HCCS in implementing its purposes, policies, and procedures. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992. .

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and has been duly approved by the District, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from the District, which granted the charter. The District shall not be liable for any debts and obligations of HCCS, and the employee signing below expressly recognizes that he/she is being employed by HCCS and not the District.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of [CTE Teacher]. The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. The Employee understands that in light of the HCCS's size and limitations on availability of funds and personnel, HCCS must be flexible and administration may at times make assignments that are in addition to those

expressly described in this Agreement and the job specification. Accordingly, the Employee's duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The work schedule for 2017-2018, this positon shall be full-time Monday- Friday 8:00 am to 4:30 pm, 230 works schedule step 1 row B starting on July 10, 2017 and ending June 29, 2018. While the Employee shall be available on-site during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The Employee will receive a gross base salary of $55,684.00 per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year as described in the HCCS Employee Handbook. Benefit levels may change without notice during the contract term as determined by the HCCS Board of Directors.

5. **Performance Evaulation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and

modified by HCCS. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she presents no risk factors for tuberculosis, or if risk factors were identified, the Employee was found to be free from active tuberculosis. Both clearances must be in place prior to the first day of service.

10. **Confidentiality**

The Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. The Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

11. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall

not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

12. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

Nothing in any manual of handbook (including the HCCS Employee Handbook), HCCS policy, whether written or oral, or practice of HCCS, shall provide Employee with any right or benefit which in any way limits, HCCS rights and authority as set out in this section. To the extent that a conflict is claimed to exist, this section controls.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of

the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6/22/17

Address: 8102 Prairie Hills ct, Antelope, CA, 95843

Telephone: 916-996-4210

HCCS Approval:

Dated: 7/7/17

_____
Murdock Smith, Executive Director

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM

To: Sergey Ivanyuk — Via: Hand Delivery

From: Murdock Smith, Executive Director
Highlands Community Charter School

Please Sign and Return By
May 26,2017
To Veronica King.

Date: May 15, 2017

Subject: **Notice of Reasonable Assurance**

Highlands Community Charter School (Highlands) hereby notifies you that you have reasonable assurance of returning to work in the 2017-2018 school year as a CTE Instructor. Your return date will depend on your teaching calendar. During the regular recess periods for your position, there will be no need for your services, unless you are notified in writing.

As a reminder, all positions are employed on an at-will basis with Highlands unless otherwise expressly stated by agreement. As such, employment may be terminated at any time, with or without cause or advance notice by the employee or Highlands. As you are employed in an at-will position, receipt of this notice shall not alter or impair in any way the at-will nature of your employment with Highlands.

Nevertheless, Highlands is required by the Unemployment Insurance Code to inform you that you may file an unemployment insurance claim. If you choose to file a claim, your entitlement to benefits will be determined by the Employment Development Department and not by Highlands.

If you are not offered an opportunity to perform services in the next academic term, you may be entitled to unemployment insurance benefits, retroactive to the date you filed an initial claim, subject to the following conditions: 1) you are otherwise eligible for benefits; 2) you filed a claim for each week benefits are claimed; and 3) if a claim for retroactive benefits is made within thirty (30) days after the start of the next academic year.

Please feel free to contact me should you have any questions.

Murdock Smith, Executive Director
Highlands Community Charter School

Employee Signature

This form needs to be returned to this office by June 1, 2017 or we will assume you are not planning to return to Highlands for the 2017 – 18 school year.

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

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A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

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2. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ the EMPLOYEE under this Agreement is subject to approval by the Board of HCCS.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

4. HCCS shall be deemed the exclusive public school employer of the employees at the School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of [Para Educator]. Employee will perform such duties as HCCS may reasonably assign and Employee will abide by all HCCS's policies and procedures as adopted and amended from time to time. Employee further agrees to abide by HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference

herein. These duties may be amended from time to time in the sole discretion of HCCS.

2. **Work Schedule**

The Employee is (X) Full-time - 230 DAYS ( ) Part-time and works the following schedule which may be amended at the discretion of the Charter School administration: MONDAY THROUGH FRIDAY 8:00 AM TO 4:30 PM/AS ASSIGNED.

The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

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4. **Employee Benefits**

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Employee Signature: _____ Date: 12.6.16

Address: 8102 Prairie Hills ct, Antelope, CA, 95843

Telephone: 916 996-4210

HCCS Approval:

Dated: 12-7-16

[MURDOCK SMITH, EXECUTIVE DIRECTOR]

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Between
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B. EMPLOYMENT TERMS AND CONDITIONS

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2. **Work Schedule**

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The Employee agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification. The Employee understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the school administration may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

3. **Compensation**

The Employee will receive a gross base salary of $[55,682.00] per year, to be paid monthly, from which the Board shall withhold all statutory and other authorized deductions. Based upon the annual performance of the Employee documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible, on an annual basis, to receive additional compensation in the form of a salary increase or bonus from the Board.

4. **Employee Benefits**

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5. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act and HCCS's Employee Handbook, which from time to time may be amended and modified by HCCS. In the event there is a conflict between this Agreement and HCCS's Employee Handbook, this Agreement shall control. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

9. **Confidentiality**

Employee acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by HCCS and/or used by HCCS in connection with the operation of its business including, without limitation, HCCS's business and product processes, methods, pupil/personnel record information, accounts and procedures. Employee further acknowledges his/her legal duty to maintain the confidentiality of such information and to not misappropriate such information for personal gain.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than the Board of HCCS has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of HCCS and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: Suyy I Date: 8/23/2016

Address: 8102 Prairie Hills ct, Antelope,CA,95843

Telephone: 916-996-4210

Dated: 8/1/16

[NAME, TITLE]

This Employment Agreement is subject to ratification and approval by the Governing Board of HCCS.

SCANNED
JUN 24 2016

HIGHLANDS COMMUNITY CHARTER SCHOOL
1333 GRAND AVENUE, BUILDING B
PO BOX 38924
SACRAMENTO, CA 95838
(916) 844-2283

MEMORANDUM

TO: **Sergey Ivanyuk**
Classified Staff

Via: Hand Delivery or Certified Mail

FROM: **Murdock Smith**
Executive Director

DATE: **May 13, 2016**

SUBJECT: **Notification of Reasonable Assurance**

Highlands Community Charter School hereby notifies you that you have reasonable assurance of returning to work in the next school year, which begins on July 01, 2016, after the summer recess period. You also have reasonable assurance of returning to work in your usual capacity at the close of all holiday and recess periods during the year. During the recess periods, your services will not be needed unless you are notified in writing.

We are required by the Unemployment Insurance (UI) Code to inform you that you may file a UI claim. If you choose to file a claim, your entitlement to benefits will be determined by the Employment Development Department (EDD) and not by the school or its unemployment claims administrator. If after the summer recess period, you are not offered an opportunity to perform services in the next academic year/term, you may be entitled to UI benefits retroactive to the date you filed an initial claim, if you file a claim for retroactive benefits within 30 days after the start of the next academic year/term, if you filed a claim for each week benefits are claimed, and if you are otherwise eligible.

Murdock Smith, Executive Director
Highlands Community Charter School

Employee Signature

CLASSIFIED FIXED TERM EMPLOYMENT AGREEMENT

Between

HIGHLANDS COMMUNITY CHARTER SCHOOL

And

Sergey Ivanyuk

Hire Date: August 4, 2014 Status: Regular

This EMPLOYMENT AGREEMENT is entered into this 10th day of June 2015, by and between the Board of Directors of Highlands Community Charter School (hereinafter referred to as the "HCCTS"), and Sergey Ivanyuk (hereinafter referred to as the "EMPLOYEE"). HCCTS and EMPLOYEE are collectively referred to as the "parties."

HCCTS desires to employ EMPLOYEE as an Instructional Para – CTE (Truck Driving) at HCCTS under the following terms and conditions:

1. **RECITALS:**

   a. HCCTS has been established and operates pursuant to The Charter Schools Act of 1992, Education Code section 47600, et seq. HCCTS was approved by the Governing Board of the Paradise Unified School District in July 2005. A copy of HCCTS's charter is available for review.

   b. HCCTS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCTS and not TRUSD. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Directors of HCCTS.

   c. Pursuant to Education Code section 47610, HCCTS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCTS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

   d. HCCTS desires to hire EMPLOYEE to assist HCCTS in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

   This AGREEMENT shall commence on July 1, 2015 and shall end on June 30, 2016.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Instructional Para – CTE (Truck Driving)

A copy of the job specification for the position of Instructional Para – CTE (Truck Driving) is available from the School Secretary. These duties may be amended from time to time in the sole discretion of HCCTS.

b. (X) Full-time – 200 Days – Monday through Friday, 8:20 a.m. until 4:50 p.m./As assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of HCCTS's size and limitations on availability of funds and personnel, HCCTS must be flexible and HCCTS may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification.

4. **COMPENSATION AND BENEFITS:**

a. **Wages:** Compensation shall be $23.68 per hour less statutory and other authorized deductions.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of HCCTS in the same classification, workday, and work year. Benefit levels may change without notice during the contract term as determined by the Board of Directors of HCCTS.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of HCCTS and the Board of Directors of HCCTS. Said laws, rules and regulations may change from time to time without notice to the EMPLOYEE and are hereby made a part of the terms and conditions of this contract as though herein set forth.

6. **EVALUATION:**

The Principal or designee of HCCTS shall evaluate and assess in writing the

performance of the EMPLOYEE as specified in HCCTS personnel policies. A failure to evaluate the EMPLOYEE shall not prevent HCCTS from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for cause, of the HCCTS Board of Directors and the EMPLOYEE upon written AGREEMENT.

b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Directors of HCCTS, at any time for cause. "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification. HCCTS shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of HCCTS to review the recommendation for discipline or termination. The conference with the Board of Directors of HCCTS shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. **Early Termination Without Cause:** The Board of Directors of HCCTS may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination and the remainder of his/her salary for the term of this AGREEMENT or the equivalent in salary representative of a period of one (1) calendar month(s) following the effective date of termination, whichever is less.

d. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of HCCTS, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, HCCTS may terminate this AGREEMENT.

8. **NONRENEWAL OF CONTRACT:**

The Board of Directors of HCCTS may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of HCCTS Principal, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCTS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;

b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or

c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.

c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Directors of HCCTS and the employee.

d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.

e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with HCCTS on the terms specified herein.

2. All information I have provided to HCCTS related to my employment is true and accurate.

3. A copy of the job specification and the school charter are available from the School Secretary.

4. This is the entire AGREEMENT between HCCTS and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: _____ Date: 6.1.15

Address: 5102 Prairie Hills ct, Antelope, CA, 95843

Telephone: (916) 996-4216 Social Security Number: 618-28-9814

CHARTER SCHOOL APPROVAL:

Dated: 6/18/15

_____
Kirk Williams, Principal

_____
Mike Brunelle, Board President

This Employment AGREEMENT is subject to ratification and approval by the Board of Directors of HCCTS.

CLASSIFIED FIXED TERM EMPLOYMENT AGREEMENT

Between

HIGHLANDS COMMUNITY CHARTER SCHOOL

And

Sergey Ivanyuk

Hire Date: August 11, 2014 Status: Probationary

This EMPLOYMENT AGREEMENT is entered into this eleventh day of August 2014, by and between the Board of Directors of Highlands Community Charter School (hereinafter referred to as the "HCCS"), and Sergey Ivanyuk (hereinafter referred to as the "EMPLOYEE"). HCCS and EMPLOYEE are collectively referred to as the "parties."

HCCS desires to employ EMPLOYEE as an Instructional Paraeducator at HCCS under the following terms and conditions:

1. **RECITALS:**

   a. HCCS has been established and operates pursuant to Charter Schools Act of 1992, Education Code section 47600, et seq. HCCS was approved by the Governing Board of the Paradise Unified School District in July 2005. A copy of HCCS's charter is available for review.

   b. HCCS is considered a separate legal entity from Twin Rivers Unified School District (TRUSD) that granted the charter. The EMPLOYEE signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Directors of HCCS.

   c. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

   d. HCCS desires to hire EMPLOYEE to assist HCCS in achieving the goals and meeting the requirements of the School's charter.

2. **TERM:**

This AGREEMENT shall commence on August 11, 2014 and shall end on June 1, 2015.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Instructional Paraeducator – CTE (Truck Driving)

A copy of the job specification for the position of Instructional Paraeducator is available from the School Secretary. These duties may be amended from time to time in the sole discretion of HCCS.

b. (X) Full-time – 200 Day

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of HCCS's size and limitations on availability of funds and personnel, HCCS must be flexible and HCCS may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification.

4. **COMPENSATION AND BENEFITS:**

a. **Wages:** Compensation shall be $23.68 hour less statutory and other authorized deductions.

b. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of HCCS in the same classification, workday, and work year. Benefit levels may change without notice during the contract term as determined by the Board of Directors of HCCS.

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of HCCS and the Board of Directors of HCCS. Said laws, rules and regulations may change from time to time without notice to the EMPLOYEE and are hereby made a part of the terms and conditions of this contract as though herein set forth.

6. **EVALUATION:**

The Principal or designee of HCCS shall evaluate and assess in writing the performance of the EMPLOYEE as specified in HCCS personnel policies. A failure to evaluate the EMPLOYEE shall not prevent HCCS from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for cause, of the HCCS Board of Directors and the EMPLOYEE upon written AGREEMENT.

b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Directors of HCCS, at any time for cause. "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification. HCCS shall not terminate this AGREEMENT pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the EMPLOYEE. The EMPLOYEE shall have the right to a representative of his/her choice, at his/her expense, at a conference with the Board of Directors of HCCS to review the recommendation for discipline or termination. The conference with the Board of Directors of HCCS shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. **Early Termination Without Cause:** The Board of Directors of HCCS may also unilaterally and with or without cause terminate this AGREEMENT by providing the EMPLOYEE notice of termination and the remainder of his/her salary for the term of this AGREEMENT or the equivalent in salary representative of a period of one (1) calendar month(s) following the effective date of termination, whichever is less.

d. **Death or Incapacitation of EMPLOYEE:** The death of the EMPLOYEE shall terminate this AGREEMENT and all rights entitled under this AGREEMENT. In the event that the EMPLOYEE becomes incapacitated to the extent that, in the judgment of HCCS, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, HCCS may terminate this AGREEMENT.

e. **Probationary Period:** Highlands Community Charter School and the employee agree to a 1-year probationary period beginning on the first date of hire.

1. As a new employee, you shall be on probation for a period of 1 year commencing on your first day of work. Your conversion to "permanent status" shall be primarily conditioned and dependent upon your satisfactory service and performance of the work assigned to you and is within the exclusive discretion of the Board of Directors and its designees to determine whether or not such service is satisfactorily performed and on your having passed probation.
2. HCCS likewise reserves the rights to terminate your probationary employment even prior to the expiration of your probation period, for any of the just and authorized causes provided by existing law or for having failed to satisfactorily meet and comply with the standards associated with dependability, trustworthiness, efficiency, initiative, attitude towards work/the public/the company, its officers and co-employees, cooperation, student/vendor response, judgment, punctuality, quality/quantity of work, educability, articulateness or professionalism.
3. The employee is required to comply with all the existing rules, regulations and policies of HCCS as well as those which may hereafter be issued, including but not limited to those governing order and discipline, honesty, safety and security, work assignments, and standard operating procedures, use of HCCS properties and access to matters of confidentiality, and such other rules deemed necessary in the conduct of business.
4. The employee will be provided with a written evaluation of job performance upon completion of the probationary period.

8. NONRENEWAL OF CONTRACT:

The Board of Directors of HCCS may, with or without cause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of HCCS Principal, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;

b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or

c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. GENERAL PROVISIONS:

a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.

c. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Directors of HCCS and the employee.

d. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.

e. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. ACCEPTANCE OF EMPLOYMENT:

By signing below, the EMPLOYEE declares as follows:

1. I have read this AGREEMENT and accept employment with HCCS on the terms specified herein.

2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job specification and the school charter are available from the School Secretary.

4. This is the entire AGREEMENT between HCCS and myself regarding the terms and conditions of my employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature: _____ Date: 9.4.14

Address: 8102 Prairie Hills Ct

Telephone: 916-996-4210 Social Security Number: 618-28-9814

CHARTER SCHOOL APPROVAL:

Dated: 9/4/14

Kirk Williams, Principal

Mike Brunelle, Board President

This Employment AGREEMENT is subject to ratification and approval by the Board of Directors of HCCS.

HIGHLANDS
COMMUNITY CHARTER SCHOOL

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between Highlands Community Charter School (HCCS) and **Sergey Ivanyuk**

PURPOSE: The purpose of this M.O.U. is to enable HCCS and **Sergey Ivanyuk** to provide instructional leadership and serve as a support for teachers and paraeducators, in order that they may assist in the building of positive, productive school environments, under the guidance of the Director of Instruction and Professional Learning and the Director of Curriculum and Program Development. Lead teachers are professionals who have demonstrated excellent teaching and leadership skills. They draw upon their teaching experience to serve as expert resources, mentors, or counselors for teachers and paraeducators and provide input and assistance in the forming of a student-centered learning environment that meets and exceeds the State Core Curriculum Content Standards, following the approved curricula and directives of the school.

AUTHORITY: This M.O.U. is entered into by and between the parties in exercise of the authority set forth in the **Lead Teacher Job Classification and Description.**

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for the full period of the **2021-2022 academic year.**

NON-DISCRIMINATION:

As applicable, both **Sergey Ivanyuk** and HCCS agree not to discriminate in the selection, acceptance, or treatment of any student or representative of either party pursuant to this M.O.U. because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or other requirements of this M.O.U.

SCOPE OF SERVICES:

A. HCCS shall **pay a $2500 stipend bi-annually as an additional duty extension to a teacher's basic job description, provided in their original Employment Agreement. This compensation is in addition to the teacher's basic salary as outlined in their Employment Agreement**.

B. The **Lead Teacher, Sergey Ivanyuk,** shall provide the following services to Highlands Community Charter School:

1. Promote high standards and expectations for all students and staff for academic performance and responsibility for behavior. Assist with various academic projects, measurable outcomes, and compliance reporting for the purposes of promoting the overall objectives of the school.
2. Assist in the development and implementation of standards based curriculum by:
    a. Assist in the curriculum norming of new teachers as directed by the Academic Program Coordinators.
    b. Assist the Academic Program Coordinators with content and departmentally aligned planning and development of standards-based teaching materials to deliver curriculum both virtually and in the classroom.
    c. Develop and lead curriculum development activities and teams.
    d. Collaborate with other Lead Teachers to develop relevant cross-curricular materials.
3. Assist in the development and implementation of staff professional development by:
    a. Assist in the orientation of new teachers as directed by the Academic Program Coordinators.
    b. Assist the Academic Program Coordinators with content and departmentally aligned planning and development of standards-based instruction, plans and strategies to deliver instruction both virtually and in the classroom.
    c. Develop and lead professional development activities and teams.
    d. Collaborate with other Lead Teachers to develop relevant cross-curricular professional development.
    e. Organize and coordinate opportunities for peer observations.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

FINANCIAL OBLIGATIONS:

Under the terms of this agreement, HCCS agrees to pay Sergey Ivanyuk a $2500 bi-annual stipend, totaling $5000 for the entire academic year, to be paid in December and in July:

ENTIRE AGREEMENT:

This M.O.U. represents the entire and integrated agreement between HCCS and **Sergey Ivanyuk,** and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter of this M.O.U. This M.O.U. may not be modified, changed, supplemented or terminated, nor may any obligations under this M.O.U. be waived or amended, except by written instrument signed by the duly authorized representatives of HCCS.

SEVERABILITY:

Should any term or provision of this M.O.U. be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this M.O.U. shall be valid and enforced as written to the full extent permitted by law.

CALIFORNIA LAW:

This M.O.U. shall be constructed in accordance with and governed by the laws and decisions of the County of Sacramento and the State of California.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, HCCS and **Sergey Ivanyuk** have executed this M.O.U. as of the date first above written.

HIGHLANDS COMMUNITY CHARTER SCHOOL

Executive Director

Murdock Smith
Printed Name

Executive Director
Title

06/03/21
Date

Lead Teacher

Sergey Ivanyuk
Printed Name

CTE Teacher
Title

6.9.21
Date

Director of Curriculum and Program Development

Niccole Scroggins
Printed Name

Director of Curriculum & Prog. Dev.
Title

06/03/21
Date

Director of Instruction and Professional Learning

Katrina Tupper
Printed Name

Director of Inst. + Pro. Learn.
Title

06/03/21
Date

HIGHLANDS
COMMUNITY CHARTER SCHOOL

AT-WILL EMPLOYMENT AGREEMENT
Between
HIGHLANDS COMMUNITY CHARTER SCHOOL & SERGEY IVANYUK

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Highlands Community Charter School ("HCCS"), a California public charter school approved by the Twin Rivers Unified School District ("TRUSD"). The Board desires to hire employees who will assist HCCS in implementing its purposes, policies, and procedures, and in achieving the goals and meeting the requirements of HCCS's charter. The parties recognize that HCCS is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, HCCS and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. HCCS operates a charter school which has been established pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.*, and which has been duly approved by TRUSD, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, HCCS has elected to be formed and to operate as a nonprofit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, HCCS is considered a separate legal entity from TRUSD, which granted the charter. TRUSD shall not be liable for any debts and obligations of HCCS and the employee signing below expressly recognizes that he/she is being employed by HCCS and not TRUSD.

3. Pursuant to Education Code section 47610, HCCS must comply with all of the provisions set forth in its operative charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

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4. HCCS shall be deemed the exclusive public school employer of the employees at HCCS for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of **CTE Teacher.** The Employee will perform such duties as HCCS may reasonably assign and the Employee will abide by all HCCS policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by the provisions of HCCS's charter. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time at the sole discretion of HCCS.

2. **Work Schedule**

The minimum on-site obligations for the 2019-2020 school year shall be **1 FTE, on a 210 Calendar, Full Time, Monday through Friday, 8:00 a.m. to 5:00 p.m.** Additionally, the employee shall work a Summer Session, with an **additional 20 days of service, Full Time, Monday through Friday, 8:00 a.m. to 5:00 p.m.** While the Employee shall be available on-site during this time period, the duties of this **exempt** position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein. The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with HCCS.

3. **Compensation**

The annual compensation for this position shall be **$71,265** on a **210 teacher salary schedule, Column D, Step 11,** to be paid twice monthly, subject to all regular withholdings. During Summer Session, the Employee shall be paid at a daily rate of **$339.36**. Total annual compensation, including Summer Session shall be **$78,052,** subject to all regular withholdings.

The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs

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and plans established by HCCS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by HCCS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with HCCS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent HCCS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Professional Development**

The Employee shall attend all mandatory professional development meetings and staff meetings unless an emergency situation prevents attendance. Failure to do so may result in disciplinary action up to and including termination.

6. **Employee Rights**

Employment rights and benefits for employment at HCCS shall only be as specified in this Agreement, HCCS's charter, the Charter Schools Act, and HCCS's Employee Handbook, which HCCS may amend and modify from time to time. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, the Employee shall not acquire or accrue tenure, or any employment rights with HCCS.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim

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of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a licensed physician and/or licensed entity that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at HCCS, he/she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with HCCS.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Executive Director, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. HCCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

C. EMPLOYMENT AT-WILL

HCCS may terminate this Agreement and the Employee's employment at any time with or without cause, with or without advance notice, and at HCCS's sole and unreviewable discretion. Either party may immediately terminate this Agreement and the Employee's employment upon written notice to the other party.

The Employee also may be demoted or disciplined and the terms of his/her employment may be altered at any time, with or without cause, at the discretion of HCCS. No one other than

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the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. General Provisions

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with HCCS on the terms specified herein.

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2. All information I have provided to HCCS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

4. This is the entire agreement between HCCS and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: 6/21/19

HCCS Approval:

Date: 06/21/19

Karen Hall, Human Resources Analyst

This Employment Agreement is subject to ratification and approval by the Governing Board of Highlands Community Charter School

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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Job Classification:	Certificated
Position Title:	CTE Teacher
Work Calendar:	209 Days
Exempt/Non-Exempt Designation:	Exempt or Non-Exempt
Funding Source:	General Fund
Pay Type:	Salary or Hourly
Pay Schedule:	$70,429 - $103,221 (7 Steps)
Pay Method:	Semi-Monthly

Summary of the Position:
Under direction of the Director of Workforce Solutions, or their appointed designee, the CTE Teacher will instruct in one or more core academic or work based subject areas and provide related services to students. Candidates must have a strong desire to work with students to help them achieve their academic, personal, and professional goals. Position requires standards-based lesson plans and curriculum planning with a team; participation in site, and professional development meetings; developing and implementing lessons; keeping accurate records and grades; and, attendance at some after-school meetings/events.

Essential Duties and Responsibilities:

- Compile, administer, and grade examinations, or assign this work to others
- Evaluate and grade students' class work, assignments, and papers
- Maintain timely student attendance records, grades, and other required records
- Initiate, facilitate, and moderate classroom discussions
- Plan, evaluate, and revise curricula, course content, and course materials and methods of instruction
- Prepare course materials such as syllabi, homework assignments, and handouts
- Keep abreast of developments in the career field by reading current literature, talking with colleagues, and participating in professional development and conferences.
- Perform community outreach to gain stakeholder feedback and promote the teacher's class and school, ensuring that the teacher to student ratio remains at industry standard
- Advise and assist students
- Participate in campus and community events
- Collaborate with colleagues to address teaching and research issues
- Advise students on academic progress
- Serve on academic or administrative committees that deal with institutional policies, departmental matters, and academic issues
- Act as advisers to student organizations
- Participate in and attend regular professional development
- Participate in student recruitment, registration, and placement activities
- Adapt training methods to the needs of learners with diverse cultural backgrounds

and varying intellectual abilities and attitudes

- Develop and use a variety of instructional materials suitable for verbal, visual, and hands-on instruction of all learners
- Establish and maintain standards of student behavior needed to achieve effective participation in all activities
- Identifies students' needs and cooperates with other professional staff members in assessing and helping students solve health, attitude and learning problems
- Perform community outreach to gain stakeholder feedback and promote the teacher's class and school, ensuring that the teacher to student ratio remains at industry standard
- Maintains professional competence through participation in in-service education activities provided HCCS and/or self-selected professional growth activities
- Perform additional job duties as it relates to student success and the overall objectives of the program as assigned

Education and Training:

- Any combination of education and/or experience working in Adult Education related activities or an education setting is preferred; previous industry experience is desirable.

Experience/Minimum Qualifications:

- High school diploma
- three years of work experience directly related to the industry sector, defined as 1,000 hours
- Possess or qualify for a Career Technical Education (CTE) teaching credential, or Adult Education Elementary and Secondary Basic Skills teaching credential, or a Multiple Subject credential, or any Single Subject credential
- The ability to communicate with a diverse group of people on a daily basis
- Possession of a valid California driver's license

Physical Requirements:

- Mobility: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk; occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to twenty (25) pounds
- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision
- Dexterity: frequent repetitive motion; frequent writing and typing; frequent grasping, holding and reaching; frequent operation of office equipment, computers and clerical supplies
- Hearing/Talking: frequent hearing and talking in person and on the phone
- Emotional/Psychological: frequent public and/or coworker contact; ability to remain calm in emergency situations; occasionally works alone
- Driving: ability to use fine and gross motor coordination for driving

Typical Working Conditions:

- Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather
- Potential exposure to noise, moisture, dust, vibrations, heat and cold
- Designated positions may require travel to and from off-site locations throughout the school

All job descriptions are meant as a guideline. Actual job duties can be revised with or without written notification and are subject to change.

Please attach appropriate salary schedule and work calendar to this job description. All three documents should be given to employee at the time of notice of employment with a copy of training schedule and the current adopted Employee Handbook.

Board Approved Date:

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

Job Classification:	Certificated
Position Title:	Truck Driving Coordinator
Work Calendar:	250 Days
Exempt/Non-Exempt Designation:	Exempt
Pay Type:	Salary
Pay Schedule:	$103,712 - $138,984 (7 Steps)
Pay Method:	Semi-Monthly

Summary of the Position:

The Highlands Community Charter and Technical Schools Truck Driving Coordinator provides instruction, training, and resources to staff and students participating in the Truck Driving Career Technical Education program. Reports directly to the Director of Workforce Solutions.

Essential Duties and Responsibilities:

- Oversight over all Truck Driving Programs in the school at various sites including training of career technical education candidates seeking their Class A licensing
- Plan and develop new Truck Driving programs as needed
- Participate in compliance reviews and the development of standards, goals, and objectives for Truck Driving
- Make recommendations for changes and improvements; implement approved changes and monitor work activities to ensure compliance within established guidelines
- Teaches demonstration lessons with teachers taking over class instruction after the demonstration. Acts as an effective model/leader of the ongoing program.
- Provides training to teachers in up to date compliance and record keeping to meet curriculum goals.
- Maintains current knowledge of certification and instructional practices that relate to truck driving.
- Coordinate major repairs as needed, keep track of maintenance completed
- Lead and participate in student outreach for designated career technical education programs
- Performs additional duties as assigned as it relates to the overall objectives of the position.

Education and Training:

- Hold a valid California teaching credential in industrial arts and three years of classroom teaching experience required
- Experience above the minimum three years may be substituted for education.
- 2 years prior leadership or supervisory experience is preferred.

Experience/Minimum Qualifications:

- Ability to communicate with and lead a diverse community
- Ability to coordinate curriculum in accordance with school-wide articulation that engages teachers, administrators, and partners to articulate students to post-secondary and workforce opportunities
- The position requires knowledge of planning, organization, and coordination of articulated curriculum and programs or related experience
- Possession of a valid California Class A driver's license Require
- Bilingual Preferred

Physical Requirements:

- Mobility: frequent use of keyboard; frequent sitting at desk and in meetings for long periods of time; occasionally reaching and twisting to reach equipment surrounding desk; occasional walking, standing, bending, stooping, and squatting; occasional pushing, pulling or lifting up to twenty (25) pounds
- Vision: constant use of overall vision; frequent computer use; occasional color and depth vision
- Dexterity: frequent repetitive motion; frequent writing and typing; frequent grasping, holding and reaching; frequent operation of office equipment, computers and clerical supplies
- Hearing/Talking: frequent hearing and talking in person and on the phone
- Emotional/Psychological: frequent public and/or coworker contact; ability to remain calm in emergency situations; occasionally works alone
- Driving: ability to use fine and gross motor coordination for driving

Typical Working Conditions:

- Work is typically performed in an indoor office environment. Occasional work is performed outside in various types of weather
- Potential exposure to noise, moisture, dust, vibrations, heat and cold
- Designated positions may require travel to and from off-site locations throughout the school

All job descriptions are meant as a guideline. Actual job duties can be revised with or without written notification and are subject to change.

Please attach appropriate salary schedule and work calendar to this job description. All three documents should be given to employee at the time of notice of employment with a copy of training schedule and the current adopted Employee Handbook.

Board Approved Date:

EXHIBIT Z

2024.12.02.Ltr.Notice of Complaint Received CTE Truck Driving Program Reply to HCCTS 11-1-24 Response

Board of Trustees

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Member

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Sascha Vogt
Member

Superintendent
Steve Martinez, Ed.D.

To inspire each student to extraordinary achievement every day

December 2, 2024

Via Email
Bill McGuire, Executive Director
Highlands Community Charter and Technical Schools
1333 Grand Ave.
Sacramento, CA 95838
bill.mcguire@hccts.org

RE: Notice of Complaint/Request for Information for CTE Truck Driving Program - TRUSD Requests regarding HCCTS' 11/1/24 Response

Dear Mr. McGuire:

As the authorizing entity for the Highlands Community Charter and Technical Schools' ("HCCTS"), the Twin Rivers Unified School District ("District") is required to provide oversight of HCCTS regarding compliance with its approved Charter, the Memorandum of Understanding between the District and HCCTS regarding the Charter School's operations and oversight, and laws applicable to their charter school operation.

As a reminder, per Education Code section 47604.3, HCCTS "shall promptly respond to all reasonable inquiries" from the District and "shall consult with" the District "regarding any inquiries." We believe that timely responses by HCCTS to the concerns identified in this Notice is critical to fulfilling our oversight function/responsibilities as authorizer and HCCTS' cooperation is mandated.

On September 6, 2024, the District received a complaint alleging that HCCTS allows non-students to participate in the CTE Truck Driving certification courses. In its Notice of Complaint/Request for Information dated October 3, 2024, the District requested a response to multiple items by no later than 5:00 p.m. on November 1, 2024. HCCTS responded on November 1, 2024 at 3:34 p.m.

Outlined below is a summary of the District's findings and additional actions required based on our review of HCCTS' response.

1. CTE Truck Driving for Non-Students

TRUSD Findings

- HCCTS stated "The teacher of the truck driving program volunteered to teach them on the first and third Saturdays of the month seasonally each year." However, in the RFI CTE Truck Driving Program forms provided by HCCTS the District found only three "Lessons" that occurred on a Saturday and of those three, only one fell on the first or third Saturday.

While these forms may include notes for dates in which students did not attend class, many of the notes do indicate in-person training, specifically as seen in the comments and rating columns.

Information Request – Action Needed

- Confirm that the teacher who volunteered back in 2014 has remained with the program through 2023-24 and/or confirm that all teachers of the CTE Truck driving program that provided instruction to non-students also volunteered their time.

- Explain the discrepancies between HCCTS' assertion that trainings were conducted on the 1st and 3rd Saturday and the documentation which shows trainings mainly taking place Monday – Friday.

2. Data Discrepancy Between Students and Non-Students

TRUSD Findings

- HCCTS stated that 49 non-students in the last 10 years have utilized the truck driving facilities. However, in the 49-page response, HCCTS provided proof of 48 students, with one student listed on two pages (Celest McPeak).

- The District had been made aware of 12 additional students who participated in the CTE Truck Driving course during the 2023-24 school year, which were not included in HCCTS' response.

Information Request – Action Needed

- Please provide documentation for the additional 49th student that was missing in the November 1 response and confirm whether each of the individuals listed in the table below were students or non-students. Include in your response documentation for teacher instruction/in-person training days for the students listed below.

Unofficial Class A Awards				
SID#	**Name**	**School**	**Start Date**	**Grad Date**
	[redacted]	Law Enforcement	8/8/22	6/12/23
		Law Enforcement		7/28/23
		HCCS		8/16/23
		Scholarship	7/3/14	8/18/23
		Law Enforcement		1/17/24
		Law Enforcement		1/18/24
		Law Enforcement		1/19/24
		Local 185		1/24/24
		Local 185		2/29/24
		Local 186		3/28/24
		Law Enforcement		4/25/24
		CICA		6/25/24

2. Partnerships

TRUSD Findings

- The District noted multiple categories for each non-student including "labor union", "VOA", and "Scholarship". In the November 1 response, HCCTS provided an explanation for the Local #185.

- HCCTS stated that Board Member Doyle Radford tapped the Local #185 union in early days (2014), but this union is referenced as recently as 2021.

Information Request - Action Needed

- Please provide an explanation for the labor unions identified other than Local #185. Include any documentation which reflects agreements and/or partnerships.

- Describe what each designation means, specifically what is "VOA" and what is meant by "scholarship". Include in your response, records/documentation of all moneys collected for the CTE Truck Driving program for non-student participation.

- Since Mr. Radford is no longer on the Board, please clarify your current connection to the Local #185 and outline the agreement regarding free training in return for in-kind improvements/facility repairs for the 2023-24 school year. Include in your response documentation for the improvements and/or repairs that HCCTS received during the 2023-24 school year.

Within **10 calendar days** from the date of this letter, please provide a timeline for when HCCTS expects to provide the information and records responsive to this request. Please contact Sharilyn Warta (sharilyn.warta@trusd.net) if you need any clarification regarding the above items.

Your response should be directed to the District for my attention. Thank you for your attention to this correspondence and anticipated cooperation.

Sincerely,

Gina Carreón

Gina Carreón
Chief Human Resources Official, Twin Rivers Unified School District

Twin Rivers Unified District Executive Cabinet:
Steve Martinez, Superintendent, TRUSD, steve.martinez@trusd.net, Ryan DiGiulio, Chief Business Official, TRUSD, ryan.digiulio@trusd.net, Marci Bernard, Interim Associate Superintendent School Leadership, TRUSD, marci.bernard@trusd.net

EXHIBIT AA

2024.12.02 Truck Driving Program Follow-up_Redacted

HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

December 20, 2024

Gina Carreon
Chief Human Resources Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Complaint/Request for Information for CTE Truck Driving Program - TRUSD Requests regarding HCCTS' 11/1/24 Response

Dear Ms. Carreon,

On December 2, 2024, HCCTS received a follow-up response from TRUSD regarding the CTE Truck Driving program. We have prepared the following letter in response.

If you have any additional questions or concerns, please do not hesitate to contact me at 559-217-3901 or via email at bill.mcguire@hccts.org

Thank you,

Bill McGuire
Executive Director
Highlands Community Charter and Technical Schools

Volunteer Teacher
Since 2014, there has been only one truck driving teacher at the HCCTS truck driving program, Sergey Ivaniuk who confirmed that he volunteered his time to provide instruction to the non-students.

Non-Student Instructional Days
According to the information provided by Sergey Ivaniuk, Truck Driving Coordinator, in the meeting held on October 18, 2024, with the Director of Accountability and Assessment, Melissa Roberson, the direct instruction and classes for non-students were only held on the first and third Saturday of the month seasonally since 2014. Upon further investigation during the December 4, 2024 meeting between the Director of Accountability and Assessment, Melissa Roberson, Sergey Ivanyuk revealed that while the direct instruction was held on the weekends, students stopped by during the week to take tests. He also stated that he could not turn the students away. According to Sergey, there is no additional documentation regarding the non-student participation in the Truck Driving program.

Non-Student Data Discrepancy
HCCTS informed TRUSD that 49 non-students had utilized the truck driving program since 2014 because that was the information provided by Sergey Ivanyuk on October 18, 2024. As identified by TRUSD, 49 was an error since one student's name occurred on the list twice, so HCCTS should have reported 48.

Following the most recent request from TRUSD which contained an additional list of students and non-students, Sergey revealed that due to poor record keeping, he was unable to verify the total number of non-student participants who had utilized the truck driving program. He did however confirm that of the 12 names on the “Unofficial Class A Awards” document sent by TRUSD to HCCTS, 10 of them were non-students, one was a student at CICA, and one was a student at Highlands. Please see below.

Name	Program Type	Status at the Time of Participation
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Highlands Student	Student

[redacted]	Scholarship	HCCS Alumni/ Graduate
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Local 185	Non-Student
[redacted]	Law Enforcement	Non-Student
[redacted]	CICA Student	Student

As stated above, there is no additional documentation available. As a result of identifying this gap, HCCTS has taken corrective measures to improve record keeping.

Partnerships

	Agreement	**Documentation**	**Notes**
Volunteers of America (VOA)	Verbal	None	Ward Allen reached a verbal agreement, where VOA promised rent and facilities in exchange for the truck driving training of individuals from VOA who didn't have a high school diploma. As a result, our program moved to 10620 Shirra Avenue, Sacramento, CA 95655. However, a few months later, VOA demanded $110,000 for the space. We had no intention of making any payments, and since they also stopped sending us students, we decided to move.
Local 185	Verbal	Non-Executed Draft	An explanation was provided in the previous letter.
Sacramento Police Department	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

Sheriff's Office	Verbal	None	HCCTS former Board Member, Sondra Betancourt led the efforts in this partnership.

HCCTS had no fiscal exchanges from Labor 185, VOA, or the sheriff's office. As of today, there have not been improvements for the 23-24 school year from Labor #185, and starting January 6, 202,5 HCCTS will no longer serve non-students in the CTE Truck Driving Program.

Scholarship

All the individuals that fall under this category are former students who graduated from Highlands and returned to finish the Truck Driving Program.

The information above was provided by Sergey Ivaniuk, the Truck Driving Program Coordinator, and the Truck Driving program.

EXHIBIT AB

3.27.25 HCCTS - SD Sublease Newmark

AIRCRE contracts

EXCLUSIVE LISTING AGREEMENT FOR SUBLEASE OF REAL PROPERTY

(Non-Residential)

1. **BASIC PROVISIONS ("BASIC PROVISIONS").**

1.1 Parties: This agency Agreement ("**Agreement**"), dated for reference purposes only March 27, 2025 , is made by and between Highlands Community Charter and Technical Schools, a California non-profit corporation , whose address is 406 9th Avenue, Suite 310, San Diego, CA 92101 , telephone number ____, Fax No. ____ ("**Sublessor**"), and Cornish & Carey Commercial, a California corporation dba Newmark , whose address is 980 Ninth St., #2500, Sacramento, CA 95814 , telephone number 916-569-2372 , ~~Fax No.~~ Email: jack.blackmon@nmrk.com ("**Agent**").

1.2 **Master Lease:** That certain lease dated February 10, 2023 , which lease was amended on the following dates NONE (if there are no amendments, write "NONE") ("**Master Lease**"), entered into by and between Alan Shera, an Individual , as lessor ("Master Lessor") and Highlands Community Charter and Technical Schools, a California non-profit corporation , as lessee. (See also Paragraph 3.)

1.3 **Property:** The real property which is the subject of this Agreement, which consists of (check the appropriate box) ☑ all or ☐ a part of the premises leased to Sublessor under the Master Lease, is commonly known as (street address, city, state, zip) 406 9th Avenue, Suite 310, San Diego, CA 92101 , located in the County of San Diego , and generally described as (describe briefly the nature of the property): office space ("**Property**"). (See also Paragraph 3)

1.4 **Term of Agreement:** The term of this Agreement shall commence on March 27, 2025 and expire at 5:00 p.m. on February 28, 2026 ("**Term**").

1.5 **Sublease Terms:** Agent is employed to sublease all or a portion of the Property on the following terms: All of the subject space, Suite 310 or such other terms as may be agreeable to Sublessor.

1.6 As used herein the term Sublease shall include: (1) a Sublease of all or any portion of the Property for all or any portion of Sublessor's lease term; (2) an assignment of all or any portion of Sublessor's lease or lease term; or (3) any other transaction or event which causes or allows Sublessor's liability under the lease to be reduced or terminated, including without limitation lease termination for any reason and/or Master Lease buyout.

2. **EXCLUSIVE EMPLOYMENT AND RIGHTS.**

2.1 Sublessor hereby employs Agent as Sublessor's sole and exclusive agent to represent Sublessor in subleasing the Property. Agent shall use reasonably diligent efforts to find a sublessee. All negotiations and discussions relating to subleasing shall be conducted by Agent on behalf of Sublessor. Sublessor shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Sublessor from any source regarding a possible sublease of the Property.

2.2 Sublessor authorizes Agent to:

(a) Place advertising signs on the Property;

(b) Place a lock box on the Property if vacant;

(c) Accept deposits from potential Sublessees; and

(d) Communicate the availability of the Property for sublease and distribute all information regarding the Property to participants in THE MULTIPLE ("**MULTIPLE**") of AIR CRE ("**AIR**") and/or any other appropriate local commercial multiple listing service, to other brokers, and to potential sublessees. Agent shall not, without Sublessor's consent, disclose the monetary terms of the Master Lease. Unless otherwise instructed, Agent shall censor the Master Lease's monetary terms prior to its distribution. Sublessor shall identify as "confidential" any communication or information provided to Agent that Sublessor considers confidential and does not want disclosed. All other information provided by Sublessor may be disclosed as Agent may deem appropriate or necessary. Agent may publicize the terms of any consummated sublease.

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property as available for sublease to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "**Cooperating Broker**"). A Cooperating Broker may, as a third-party beneficiary hereof, enforce the terms of this

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Agreement against Sublessor or Agent.

2.4 If Agent finds a prospective sublessee for all or a part of the Property, Sublessor hereby authorizes Agent also to represent and act as the agent for such sublessee and Sublessor consents to such dual agency. If a Cooperating Broker finds such a sublessee, then Agent shall act as agent for Sublessor only, the Cooperating Broker shall act as agent for the sublessee only, and the Cooperating Broker shall not be Sublessor's agent, even though the Cooperating Broker may share in the commission paid by Sublessor to Agent. A Cooperating Broker shall not be an agent or subagent of Sublessor or Agent. Sublessor hereby agrees that Agent may represent and act as the agent for the Master Lessor, and Sublessor consents to such multiple agency.

2.5 Sublessor understands that Agent may also represent other lessors and lessees/sublessees with regard to competing properties.

3. PROPERTY; MASTER LEASE.

3.1 The term "Property" shall include all of the following which are owned by Sublessor, currently on or in the Property, and are permitted to be transferred under the Master Lease: permanent improvements, electrical distribution systems, power panels, buss ducting, conduits, disconnects, lighting fixtures, telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, and built-ins, such as cabinets.

3.2 Sublessor shall fully and timely perform all of Sublessor's obligations under the Master Lease and maintain the Master Lease in good standing.

3.3 Within 5 business days after the commencement of the Term hereof, Sublessor shall provide Agent with the following:

(a) A true, correct and complete copy of the Master Lease including any amendments or prior assignments;

(b) A duly completed and fully executed Estoppel Certificate on the most current form published by the AIR;

(c) A duly completed and fully executed Property Information Sheet on the most current form published by the AIR (modified by changing the reference to "Owner" in such form to Sublessor);

(d) Copies of other documents containing any limitations on Sublessor's right, ability and capacity to consummate a sublease; and

(e) If available to Sublessor, copies of building plans for the Property.

3.4 Agent shall have no responsibility for maintenance, repair, replacement, operation or security of the Property, all of which shall be Sublessor's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Sublessor, anyone in possession of the Property or any sublessee or prospective sublessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

4. COMMISSION.

4.1 Sublessor shall pay Agent a commission ☑ in the amount of 7.5% ☐ in accordance with the commission schedule attached hereto ("**Agreed Commission**") for a sublease of the Property, whether such sublease is consummated as a result of the efforts of Agent, Sublessor or other persons or entities. Such Agreed Commission is payable when:

(a) A sublease for the Property or a portion thereof is executed; or

(b) The Master Lease is voluntarily or involuntarily terminated or Sublessor is relieved of future liability for rent under the Master Lease, whether by cancellation, Master Lessor's exercise of any of its rights under the Master Lease or otherwise; or

(c) Sublessor (i) removes or withdraws the Property from the market; (ii) acts as if the Property is not available for a sublease; (iii) treats the Property as not available for a sublease; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; (vi) changes the Master Lease (including, without limitation, reduction of the term of the Master Lease) or changes the physical condition of the Property, which such changes adversely impact the value, use, desirability, leasability or marketability of the Property; or (vii) terminates, cancels, repudiates, surrenders, breaches or defaults of its obligations under the Master Lease.

4.2 If Master Lessor's consent or approval of a sublease is required, then Sublessor shall, at Sublessor's sole cost and expense, use Sublessor's reasonable best efforts to obtain such consent or approval, and Agent shall not be entitled to the Agreed Commission for such sublease unless Master Lessor's consent or approval is obtained or waived by Sublessor and sublessee.

4.3 In calculating the Agreed Commission, all forms of consideration payable to Sublessor shall be considered, including, without limitation, Rent, goodwill and key money. If Sublessor is released from future rent liability under the Master Lease, the Agreed Commission shall be calculated on the basis of the total Rent which otherwise would have been due from Sublessor for the remaining term of the Master Lease.

5. ALTERNATIVE TRANSACTION. Agent shall also be Sublessor's sole and exclusive agent for an assignment of Sublessor's interest in the Master Lease ("**Alternative Transaction**") and represent Sublessor in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Sublessor shall pay Agent

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the Agreed Commission.

6. EXCLUDED AND REGISTERED PERSONS.

6.1 Sublessor shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Sublessor by any other broker under any prior agreement concerning subleasing of the Property (**"Excluded Persons"**, see Paragraph 6.5). If any such names are so provided, then the Commission paid to Agent with respect to consummation of a transaction with an Excluded Person shall be limited as follows: if such transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to one-half of the Agreed Commission. If no names are provided as specified, it shall be conclusively deemed that there are no Excluded Persons.

6.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Sublessor, in writing, with the names of those persons or entities with whom Agent either directly or through another broker had negotiated for a sublease of the Property during the term hereof (**"Registered Persons"**, see Paragraph 6.5). Those persons or entities who submitted written offers or letters of intent for a sublease of the Property shall, however, automatically be Registered Persons. If Agent fails to timely notify Sublessor of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. If Agent wishes to register the client of a Cooperating Broker, Agent must obtain and submit to Sublessor written approval of such registration signed by such Cooperating Broker. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Sublessor hereby consents to any such Dual Agency.

6.3 If, within 180 days after the expiration of the Term hereof, Sublessor enters into a contract with a Registered Person for consummation of a sublease of the Property, then Sublessor shall pay Agent the Agreed Commission for such sublease upon the consummation of such sublease.

6.4 If, within 180 days after the expiration of the Term hereof, Sublessor enters into another sublessor-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Sublessor shall provide to Sublessor's new broker the names of the Registered Persons, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a sublease of the Property with a Registered Person.

6.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

7. SUBLESSOR'S REPRESENTATIONS.

7.1 Sublessor represents and warrants as follows:

(a) Each person executing this Agreement on behalf of Sublessor has the full right, power and authority to execute this Agreement as or on behalf of Sublessor;

(b) Sublessor has the full right, power and authority to execute and deliver this Agreement, to consummate a sublease of the Property and to perform Sublessor's obligations hereunder;

(c) The execution, delivery and performance of this Agreement by Sublessor or Agent will not breach any provision of the Master Lease;

(d) Sublessor is not the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;

(e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Sublessor's right, ability and capacity to consummate a sublease of the Property, except as disclosed in writing pursuant to Paragraph 3.3(d).

8. SUBLESSOR'S ACKNOWLEDGMENTS. Sublessor acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and the subletting of the Property, as well as the condition and/or legality of the Property, including, but not limited to, the environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Sublessor and Agent. Sublessor further acknowledges that in determining the financial soundness of any prospective Sublessee or security offered, Sublessor will rely solely upon Sublessor's own investigation, notwithstanding Agent's assistance in gathering such information.

9. MISCELLANEOUS.

9.1 This Agreement shall not be construed either for or against Sublessor or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

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9.2 All payments by Sublessor to Agent shall be made in lawful United States currency. If Sublessor fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.

9.3 In the event of litigation or arbitration between Sublessor and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.

9.4 Sublessor agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Sublessor to make a full and complete disclosure pursuant to law and paragraph 3.3 or as a result of the fact that any of the representations made by Sublessor (see paragraph 7) were not true at the time that this Agreement was signed.

9.5 Sublessor hereby releases and relieves Agent, and waives Sublessor's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Sublessor, whether or not due to the negligence of Agent.

9.6 Sublessor agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.4) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

10. ARBITRATION OF DISPUTES.

10.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY: ☑ THE AMERICAN ARBITRATION ASSOCIATION OR ☐ ____ USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

10.2 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

10.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Sublessor's Initials _____ Agent's Initials _____

10.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 10.3.

11. Additional Provisions. Additional provisions of this Agreement are set forth in the following blank lines or in an addendum attached hereto and made a part hereof consisting of paragraphs ____ through ____ (if there are no additional provisions write "NONE"):

____

12. Disclosures Regarding the Nature of a Real Estate Agency Relationship. When entering into an agreement with a real estate agent a Sublessor should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) *Sublessor's Agent.* A Sublessor's agent may act as an agent for the Sublessor only. A Sublessor's agent or subagent has the following affirmative obligations: To the Sublessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. To a

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potential buyer/lessee and the Sublessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Agent Representing Both Parties.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Sublessor as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Sublessor will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Sublessor from the responsibility to protect its own interests. Sublessor should carefully read all agreements to assure that they adequately express its understanding of the transaction.

Dated: 3/27/25

SUBLESSOR
Highlands Community Charter and Technical Schools, a California non-profit corporation

By: _____
Name Printed: Matthew Lemos
Title: CBO
matthew.lemos@hccts.org

Dated: 3.27.25

AGENT
Cornish & Carey Commercial, a California corporation dba Newmark

By: _____
Name Printed: Jack Blackmon
Title: Director
Broker DRE License #: 00832933
Agent DRE License #: 01999561
Address: 980 Ninth St., #2500, Sacramento, CA 95814
Phone: 916-569-2372
Fax: Email: jack.blackmon@nmrk.com
Email: ____

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AIRCRE contracts

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with

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this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☑ SubLessor ☐ Lessee _____ Date: 3/27/25

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: ____

Agent: Cornish & Carey Commercial a California Corporation dba Newmark DRE Lic. #: 00832933
Real Estate Broker (Firm)

By
:

_____ DRE Lic. #: 01999561 Date: 3.27.25
(Salesperson or Broker-Associate)
Jack Blackmon

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which they are the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of Section 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: **(1)** The seller's agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. **(2)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in Section 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in Section 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

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2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

INITIALS

INITIALS

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EXHIBIT AC

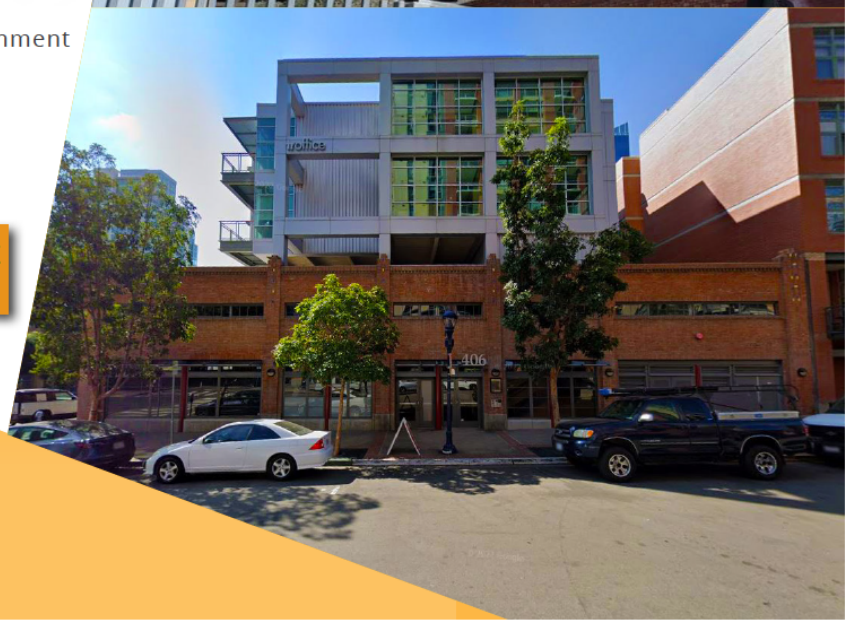
406 9th Avenue San Diego 6.2025

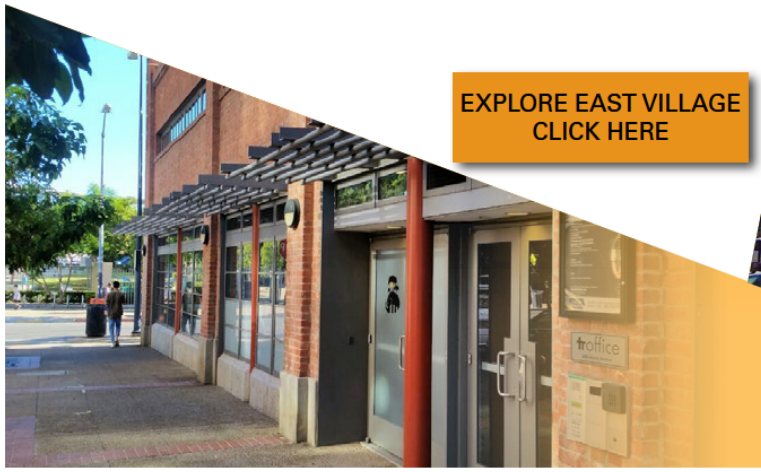

406
Ninth Avenue
SAN DIEGO, CA
@ THE CORNER OF
WORK & PLAY!
NEWMARK

PROPERTY HIGHLIGHTS

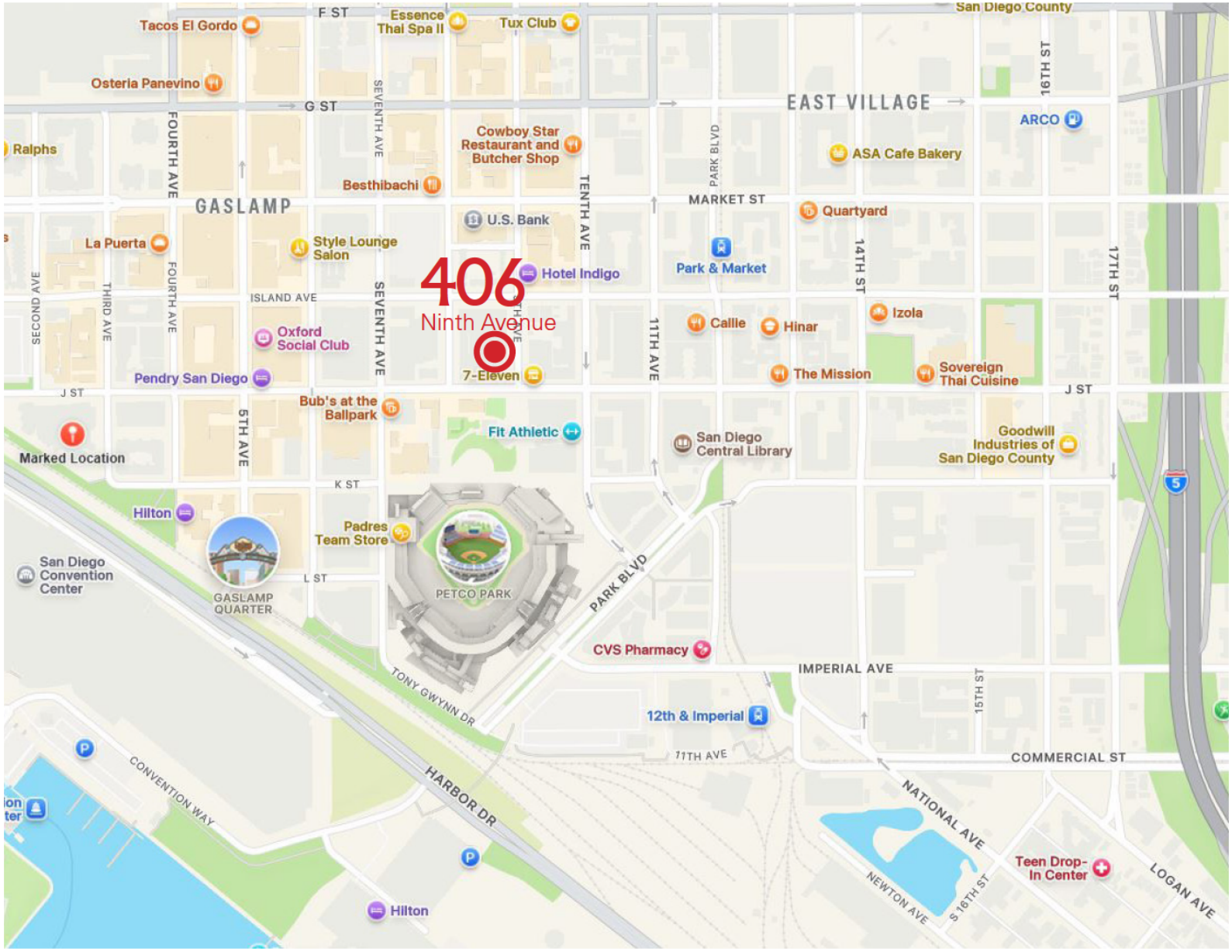
- Urban / industrial office suite built above the historic TR Produce warehouse in San Diego's East Village
- ±1,068 square feet
- Master lease expires February 28, 2026
- Includes a dedicated balcony with unparalleled views of Petco Park
- Open floor plan with private restroom
- Modern, highend finishes
- Walking distance to restaurants, hotels and entertainment venues
- Convenient transit access to I-5, I-8, 94, 163 and 15







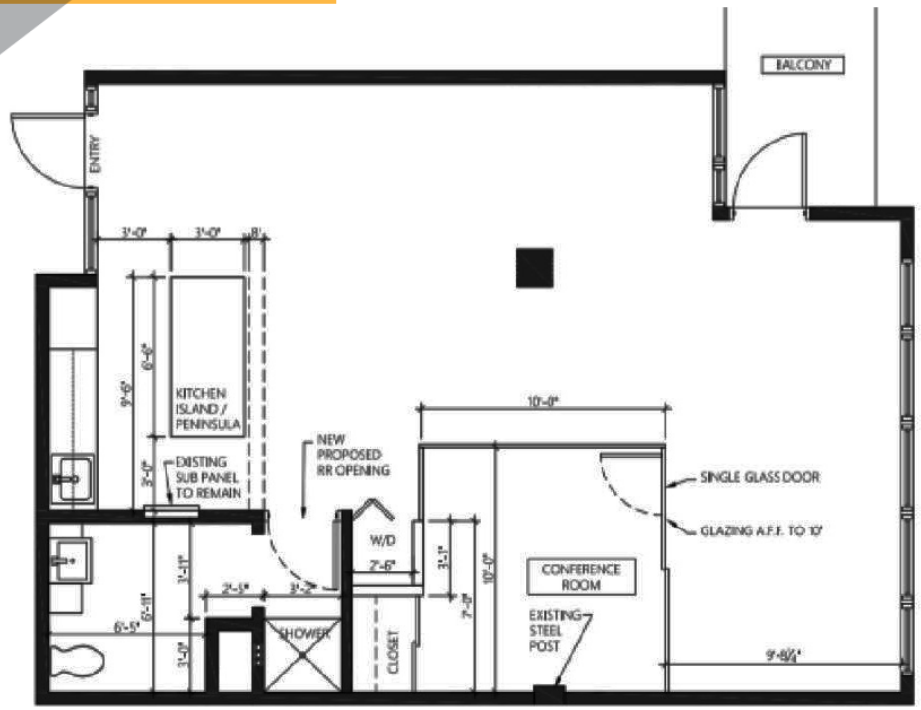
EXPLORE EAST VILLAGE
CLICK HERE


406
Ninth Avenue
Tacos El Gordo
Essence Thai Spa II
Tux Club
Osteria Panevino
F ST
G ST
EAST VILLAGE
San Diego County
16TH ST
ARCO
Ralphs
FOURTH AVE
SEVENTH AVE
Cowboy Star Restaurant and Butcher Shop
ASA Cafe Bakery
Besthibachi
GASLAMP
TENTH AVE
PARK BLVD
MARKET ST
Quartyard
U.S. Bank
La Puerta
Style Lounge Salon
Park & Market
14TH ST
17TH ST
Hotel Indigo
SECOND AVE
THIRD AVE
ISLAND AVE
Oxford Social Club
Callie
Hinar
Izola
11TH AVE
Pendry San Diego
7-Eleven
The Mission
Sovereign Thai Cuisine
J ST
Bub's at the Ballpark
5TH AVE
Fit Athletic
San Diego Central Library
Goodwill Industries of San Diego County
Marked Location
K ST
Hilton
Padres Team Store
San Diego Convention Center
GASLAMP QUARTER
L ST
PETCO PARK
PARK BLVD
CVS Pharmacy
IMPERIAL AVE
15TH ST
TONY GWYNN DR
12th & Imperial
11TH AVE
COMMERCIAL ST
CONVENTION WAY
HARBOR DR
NATIONAL AVE
Teen Drop-In Center
NEWTON AVE
S 16TH ST
LOGAN AVE
Hilton

CICA - 7060

406
Ninth Avenue

SUITE 310 ±1,068 SF



EXISTING FLOOR PLAN

- Open Area
- Private restroom
- Master lease expires February 28, 2026



CICA AR 007025


406
Ninth Avenue
SAN DIEGO, CA
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HIGHLANDS
COMMUNITY CHARTER AND TECHNICAL SCHOOLS

September 26, 2025

Ryan DiGiulio
Chief Business Official
Twin Rivers Unified School District
5115 Dudley Blvd
McClellan Park, CA 95652

Subject: Notice of Violation Pursuant to Education Code 47606 for California Innovative Career Academy

Dear Mr. DiGiulio,

On June 12, 2025, Twin Rivers Unified School District ("TRUSD") provided Highlands Community Charter and Technical Schools ("HCCTS") with a formal Notice of Violation. We recognize the seriousness of the issues outlined and we acknowledge that, under prior leadership, HCCTS failed to meet expectations in several important areas. Mistakes were made, and those mistakes have eroded trust.

Since that time, CICA has undergone a profound transition. With new leadership and outside experts engaged in finance and compliance, we have embraced accountability and implemented sweeping reforms. HCCTS is also in the process of bringing on a new board of directors to lead the school in improved governance and systems of accountability. Changes include:

- New systems for financial oversight and internal controls,
- Stronger credentialing processes in partnership with UMass Global,
- Clearer academic and attendance standards, with daily monitoring,
- Adoption of more than 100 new board policies to strengthen compliance and transparency, and

- A material revision to CICA's charter which outlines these and other changes.

We are committed to working in close partnership with TRUSD to demonstrate that these changes are not temporary fixes, but lasting improvements. Our goal is to move forward with a constructive relationship, grounded in transparency and shared accountability, to ensure CICA is in full compliance and able to continue serving our students.

We respectfully submit the enclosed materials as HCCTS' formal response to the Notice of Violation. If you have additional questions or would like further information, please do not hesitate to contact me directly at (617) 823-9341 or jonathan.raymond@hccts.org.

Thank you for your attention and for your ongoing oversight as we work to build a stronger, more accountable HCCTS.

Thank you,



Jonathan Raymond
Executive Director
Highlands Community Charter and Technical Schools

I. BACKGROUND

California Innovative Career Academy (CICA) recognizes and respects TRUSD's role as our authorizer, as outlined in MOU Amendment No. 3 signed on January 23, 2024. This amendment clearly defines the district's oversight responsibilities, including the approval of new facilities, ensuring safe learning environments, and providing supervisorial guidance.

We acknowledge that the Notice of Violation issued on June 12, 2025, falls squarely within TRUSD's responsibilities. We take this notice with the utmost seriousness. Under past leadership, California Innovative Career Academy (CICA) fell short of meeting expectations in several areas. Mistakes were made, and we own that.

Today, under new leadership, CICA is fully committed to addressing every issue raised. In many cases, corrective actions have already been completed; in others, substantial progress is underway. Where issues remain outside of our direct control, we have taken every step possible to mitigate them and are actively working toward full resolution.

This response provides a clear account of the corrective actions already taken, the progress still in motion, and the timelines by which remaining matters will be fully resolved. Our commitment is to demonstrate that CICA is not only curing past deficiencies but building a sustainable, compliant, and transparent system for the future.

II. VIOLATIONS OF THE CHARTER

A. CICA Grade Levels

Education Code section 47604(a)(4) provides in part: "After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter and shall notify the chartering authority of those additional locations or grade levels."

- *There are no exemptions for the requirement to submit a material revision request to change grade levels.*
- *The District is issuing the NOV as part of our oversight responsibilities to address CICA' s failure to submit the required Material Revision request to change grades.*

Education Code section 47605(a)(4) makes clear that a charter school seeking to expand operations to additional sites or grade levels must submit a material revision to its charter and notify its authorizer. CICA recognizes that there are no exemptions to this requirement and acknowledges that it did not submit a material revision when grade levels were changed beginning in the 2020–21 school year.

In the 2020-2021 school year, leadership at HCCTS shifted from grades 1, 2, and 12 to grades 9, 10, and 12 for the following reasons:

- Create clarity in the community that HCCS was a high school
- Align more closely with traditional high school programs
- Allow English Language Learners the opportunity to earn high school credits and make progress toward their high school diploma
- Show student progress as students move between grade levelsCreate clear pathways for international high school students and high school students to graduation
- To improve graduation rates

While HCCTS communicated with TRUSD staff regarding these changes (Exhibit A) and believed the adjustments had support, the formal requirement for a material revision was not pursued at that time. We recognize this was a failure of process, and we take responsibility for not following the proper procedures.

Since then, CICA has taken corrective action. In June 2024, HCCTS began preparing a comprehensive material revision. That revision reflects:

- The addition of grade 11, as requested by TRUSD (Exhibits B & C),
- The removal of grades 1 and 2, and
- The continued offering of grades 9, 10, and 12.

The proposed material revision was completed and board approved on September 18, 2025, see Exhibit D, after which it will be submitted to TRUSD for consideration. This action is intended to fully align CICA's charter with current practice, CDE guidance, and TRUSD oversight. The proposed revision is attached here as Exhibit E.

Accordingly, this issue will be fully resolved once TRUSD acts on the submitted material revision. If the TRUSD Board does not approve the revision, HCCTS will comply by returning to the grade levels specified in the existing approved charter.

CICA regrets that this process was not followed in the past. Under new leadership, we are committed to full compliance, clear communication, and a constructive working relationship with TRUSD to ensure that changes moving forward are properly authorized and transparent.

Attached you will find the following documents to support HCCTS' response to this issue:

- Exhibit A: 2024.12.02 HCCTS Response Grade 9 and 10
- Exhibit B: 2024.06.03 TRUSD RFI High School Program
- Exhibit C: 2024.08.28 HCCTS Addition of 11th Grade

- Exhibit D: Board Agenda for September 18, 2025 HCCTS Board of Directors
- Exhibit E: CICA Material Revision September 18, 2025

B CICA Locations

MOU Amendment No. 3 provides in part: "The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation."

- *October 3, 17 and November 7, 2024 HCCTS Board approved sites/locations that were not included on MOU Amendment No. 3.*
- *On multiple occasions the District notified HCCTS of the requirement to submit a material revision request, before occupying a new location. HCCTS failed to comply.*
- *HCCTS June 1, 2025, newest "tentative" location list still includes sites not approved for operation for HCCS.*
- *The District is issuing the NOV as part of our oversight responsibilities to address CICA's failure to submit the required Material Revision request before adding new facilities.*

MOU Amendment No. 3 governs the approval and operation of CICA's facilities and makes clear that any new locations require District authorization through a material revision. CICA acknowledges that in the past, locations were opened or relocated without first completing the formal material revision process required by the MOU. This was a failure of compliance, and we take responsibility for it.

These missteps were not intentional, but they reflect a lack of attention to detail under prior leadership. Historically, CICA relied on a more informal process with the District regarding the addition, relocation, or consolidation of sites. In some cases, leadership believed that moves — such as opening an additional suite within an existing facility or relocating to a site nearby — did not constitute a "new" location requiring a material revision. That interpretation was incorrect, and we recognize that now.

The District's request for an updated site list on June 1, 2025, coincided with a period of significant transition at CICA, including organizational restructuring and site consolidations.

While those circumstances contributed to delays in providing a finalized list, they do not excuse the failure to comply with the MOU requirement.

CICA has since taken corrective steps. A material revision updating all current operating locations was prepared and HCCTS Board approved on September 18, 2025 for submission to TRUSD. Moving forward, CICA will strictly comply with the requirement to submit a material revision for any facility location change, ensuring that the District is fully informed and that all operations are authorized.

This issue will be fully resolved once the TRUSD Board approves the submitted material revision. If the Board does not approve certain sites, CICA will immediately limit operations to District-approved locations.

Under new leadership, CICA is committed to transparency, accuracy, and compliance in its facilities reporting and to maintaining a constructive partnership with TRUSD on all matters related to school sites.

Attached you will find the following documents:

CICA Locations for the 2025-2026 school year board approved on September 18, 2025 in the CICA material revision

CICA Locations 2025-2026	
Student Serving Locations	
Name	Address
33rd St.	2520 33rd St, Sacramento, CA 95817
37th Ave.	3301 37th Avenue, Sacramento, CA 95824
Boxwood St.	2260 Boxwood Street, Sacramento, CA 95815
Center Pkwy.	7839 Center Parkway, Sacramento, CA 95823
College Oak Dr.	4545 College Oak Drive, Sacramento, CA 95841
Folsom Blvd.	10013 Folsom Blvd, Sacramento, CA 95827
Franklin Blvd.	5961 Franklin Blvd, Sacramento, CA 95824
Hillsdale Blvd.	5655 Hillsdale Blvd, Sacramento, CA 95842
Howe Ave.	1111 Howe Avenue, Sacramento, CA 95825
Hurley Way	3205 Hurley Way, Sacramento, CA 95864
Industrial Pkwy.	8180 Industrial Parkway, Sacramento, CA 95824
Marconi Ave.	3727 Marconi Ave, Sacramento, CA 95821

Old Auburn Rd.	7817 Old Auburn Road, Citrus Heights, CA 95610
Todhunter Ave.	800 Todhunter Avenue, West Sacramento, CA 95605

Administrative Support Locations	
Name	Address
Arden Way	901 Arden Way, Sacramento, CA 95815 (Warehouse/Receiving)
Florin Rd.	3801 Florin Road, Suite 107, Sacramento, CA 95823
Hemlock St.	5537 Hemlock Street, Sacramento, CA 95841

III. ALLEGED VIOLATIONS OF THE LAW

A. HCCTS Annual Independent Audit Report

The Charter School is in violation of Education Code sections 47604.33 and 47605, and its own Charter, for failing to complete and submit its 2023-24 annual independent audit report to the District.

- *HCCTS requested an extension to the December 15, 2024, deadline for submitting its 2023-24 audit report.*
- *The District granted an extension until January 15,2025, but HCCTS failed to meet this deadline and has subsequently missed multiple additional extension deadlines, including March 31, 2025, and April 18,2025.*
- *To-date HCCTS' audit report has not been submitted to the District.*
- *The District is issuing the NOV as part of TRUSD oversight responsibilities to address HCCS' failure to submit the 2023-24 annual independent audit report.*

Education Code sections 47604.33 and 47605, as well as the HCCTS charter, require timely completion and submission of an annual independent audit report. HCCTS acknowledges that the 2023–24 audit has not yet been submitted to TRUSD and that multiple deadlines were missed.

HCCTS contracted with Eide Bailly to conduct the 2023–24 audit (Exhibit F). While a draft was provided on May 9, 2025, the process has been significantly delayed due to a combination of external and internal factors (Exhibit G). These included:

- Eide Bailly's 2022–23 audit being selected for review by the State Controller, which diverted capacity and slowed the 2023–24 work;

- Errors identified in the draft related to unduplicated pupil counts, which required national-level review and corrections; and

- Additional testing required following the release of the California State Auditor's report, which heightened risk assessments.

HCCTS has consistently provided documentation requested by the auditor and followed up on promised delivery timelines as demonstrated in Exhibit J which details an extensive list of document requests fulfilled by HCCTS staff. However, the final report has not yet been released by Eide Bailly. Legal counsel has formally demanded its completion (Exhibit H) and HCCTS continues to press for immediate resolution (Exhibit I).

To date, Eide Bailly has not indicated any significant findings in the draft report. While the delay has been deeply frustrating, HCCTS has acted in good faith throughout the process, and the draft report demonstrates that we have been cooperative and responsive.

Moving forward, HCCTS will ensure timely completion of audits by:

- Holding vendors accountable through stricter contracts and oversight; and

- Engaging with TRUSD earlier in the process to provide status updates and transparency.

We will provide TRUSD with the completed audit report immediately upon its release by Eide Bailly. We regret the delays and are committed to ensuring this problem does not repeat.

Attached you will find the following documents:

1. Exhibit F: Eide Bailly Communication Tracker 2024-2025
2. Exhibit G: 2025.04.17 Letter from Eide Bailly regarding State Controller and State Auditor
3. Exhibit H: 2025.8.5 Letter to Eide Bailly Requesting Production of Audit
4. Exhibit I: 2025.9.11 YM&C Follow-up letter to Eide Bailly
5. Exhibit J: Document requests from Eide Baily fulfilled by HCCTS

B. HCCTS Credentialing & Misassignments

HCCTS agrees that all teachers must hold valid teaching credentials and that paraeducators should not serve as classroom teachers without them. We acknowledge that, under prior practice, CICA relied on adult education credentials based on guidance previously received from outside agencies (Exhibit K). While this approach was followed for years without audit findings, it did not meet current expectations from CDE and CTC, and we take responsibility for correcting it.

Beginning in 2024–25, CICA laid off teachers who did not hold the required credentials and re-staffed classes with appropriately credentialed teachers (Exhibit L). We also undertook a full review of our credentialing and staffing systems to ensure alignment with updated guidance and long-term compliance (Exhibit M).

Key corrective actions include:

- **Credentialing Review:** Examined over 300 staff profiles and held 269 individual consultations with certificated staff to create personalized compliance pathways.

- **Support Systems:** Established a credentialing support team of staff and consultants; built a centralized credentialing database; and partnered with UMass Global to provide flexible, remote intern credential pathways (Exhibit N and Exhibit O), and are hiring mentor teachers (Exhibit P,Exhibit Q, and Exhibit R)

- **Financial and Professional Support:** Adopted Board Policy 4112.3 (Exhibit S) to reimburse staff for exam fees and coursework; approved a K–12 Teacher Retention Incentive (Exhibit T); and aligned hiring timelines with CTC testing windows and permit options.

- **Hiring Reforms:** Suspended instruction in July 2025 to allow time to re-staff with fully credentialed teachers before the school year; implemented structured hiring and rehire processes tied to credential readiness; and issued updated teacher agreements.

- **Governance Safeguards:** Adopted new board policies requiring all certificated staff to hold valid credentials at hire and renewal, mandating use of Frontline to track compliance, and prohibiting nepotism in hiring through Board Policy 4212.8 (Exhibit U).

Through these actions, CICA has corrected past practices and put in place systems that ensure all teachers moving forward will hold valid K–12 credentials. Instruction has resumed with properly credentialed staff, and we are committed to ongoing monitoring and support to keep CICA fully compliant.

This issue is now resolved, and CICA has turned the page with stronger systems that protect both compliance and instructional quality.

Attached you will find evidence of steps taken by HCCTS to fully cure alleged teacher credentialing issues:

- Exhibit K: Email from San Diego County Office of Education Nancy Mora
- Exhibit L: Resolution Of The Board Of Directors Of Highlands Community Charter And Technical Schools Approving Reduction In Force For Credentialed Teachers

- Exhibit M: 4112.2 BP Credentialing Requirements Communications
- Exhibit N: 2025.06.10 Formalized agreement with UMass Global
- Exhibit O: Example of Teacher Agreement HCCTS K-12 Single Subject Credential Pathway
- Exhibit P: Mentor Teacher Job Description (Full Time)
- Exhibit Q: Edjoin Mentor Teacher Job Posting
- Exhibit R: Mentor Teacher at Highlands Community Charter School - Sacramento _ EDJOIN.pdf
- Exhibit S: 4112.3 BP Teacher Credentialing Reimbursements
- Exhibit T: Teacher Retention Bonus Agreement
- Exhibit U: 4212.8 BP - Anti-Nepotism and Employment of Relatives

C. CICA Instructional Minutes

California Education Code 47612.5 mandates that charter schools provide a minimum number of annual instructional minutes equivalent to those required of traditional public schools.

- *According to HCCTS' email correspondence, before March 2025, CICA did not have a process or documentation to ensure compliance with minimum instructional minutes.*
- *By correspondence dated October 30, 2025, the District notified HCCTS that the requirement to meet minimum instructional minutes was outlined in Education Code 47612.5 and CICA's Charter.*
- *In the October 30 correspondence, the District requested the documentation that CICA uses to ensure the minimum number of instructional days and minutes are being met.*
- *HCCTS' November 26, 2024 included a statement that they would immediately take action to ensure compliance with minimum instructional minutes.*
- *On March 24, 2025 HCCTS provided a 20-page response to the District's October 30th request.*
- *HCCTS' March 24 response has resulted in more questions than answers. Additionally, the initial request in the District's October 30th communication regarding the verification that CICA is complying with the minimum instructional minutes remains unanswered.*
- *The District is issuing the NOV as part of our oversight responsibilities to address CICA's failure to ensure the minimum instructional minutes have been met and the resulting disallowed ADA collected.*

As a traditional independent study school CICIA ensures it meets instructional time requirements by documenting daily student engagement, evaluating work products for time value, and offering synchronous and asynchronous learning opportunities. Pacing guides offer guidance to teachers for assigning work and assigning time-value to the work completed, with the goal of ensuring that the time-value completed should be equivalent to a seat based program. However CICA is not a course-based independent study school and the actual time value-earned depends on the certified teacher's judgment of individual work products and the time-value that teacher deems appropriate based on the teacher's assessment of the pupil's individual needs and capacities.

Engagement with the instructional program and time-value earned per student is tracked by the Assigned Work Record (Exhibit W). The Assigned Work Record contains a record of daily engagement and documentation of the time-value of each completed assignment. Students may only earn time value by engaging on days indicated as instructional days in the HCCTS Academic Calendar (Exhibit V)

It is the nature of traditional independent study that the actual time-value earned by a student can vary depending on the pupil. CICA pacing guides therefore constitute general recommendations for time-value earned per assignment, rather than prescriptions. A student may well earn more or less time value for a given course or assignment depending on the nature of their engagement of the course. The purpose in sharing pacing guides is to demonstrate that any student fully engaged has ample opportunity to participate in the equivalent of the required 64,800 minutes (Exhibit X).

Staffing challenges have since necessitated the adoption of a new calendar by the Board with the start date of August 14, 2025 (Exhibit V).

Please find the attached documents for your reference:

- Exhibit V: Academic Calendar 2025-2026
- Exhibit W: Assigned Work Record Template
- Exhibit X: March 24, 2025 HCCTS letter to TRUSD

D. HCCTS Exclusive Partnership Agreement

"Instruction must be provided exclusively in partnership with Workforce Innovation and Opportunity Act (WIOA) programs."

- *During its 2024–25 oversight review, the District discovered that HCCTS had allowed individuals who were non-students to participate in its Career Technical Education (CTE) Truck Driving program.*
- *The practice began in 2014 at the direction of a Board member, was supported by the Executive Director, and continued with Board approval through 2024-25.*
- *The WIOA partnership agreement requires instruction to be provided exclusively in partnership with WIOA.*
- *Providing instruction to non-students as part of HCCTS' partnership with the Volunteers of America, Local 185 Union, Sacramento County Sheriff's Office, and the Sacramento Police Department, violates this agreement.*
- *The District is issuing the NOV as part of our oversight responsibilities to address the breach of the exclusive partnership agreement and all resulting funds tied to the agreement.*

HCCTS acknowledges that past practices in the Truck Driving program violated the requirements of our Workforce Innovation and Opportunity Act (WIOA) partnership agreement, which stipulates that instruction must be provided exclusively in partnership with WIOA

programs. Beginning in 2014, and with the support of prior leadership, non-students were allowed to participate in the program through informal arrangements with outside organizations.

HCCTS takes full responsibility for this lapse. Under current leadership, the practice has been ended and corrective steps have been taken to ensure compliance. Specifically:

- A formal investigation was completed by the Director of HR in 2024–25 (Exhibit Y)
- Disciplinary action was taken against an employee.
- A stop notice was issued in December 2024 prohibiting non-student participation. (Exhibit Z)
- Between December 2024 and January 2025, HCCTS discontinued informal partnerships with Local 185, the Sacramento Police Department, and the Sacramento County Sheriff's Office.
- On January 6, 2025, HCCTS officially ended all non-student participation across programs. (Exhibit AA)
- The Truck Driving program was suspended and will remain paused until HCCTS can ensure full compliance with WIOA requirements, its charter, and the MOU.

These actions have fully cured the issue. Moving forward, HCCTS has strengthened oversight of program partnerships, reinforced compliance training for staff, and adopted new safeguards to ensure all instruction aligns exclusively with WIOA requirements. This reflects our commitment to correcting past mistakes, complying with all partnership agreements, and ensuring that every program we operate directly serves our enrolled students.

Attached you will find the following documents showing progress made by HCCTS regarding the truck driving program:

- Exhibit Y: 2025.03.28 Letter from HCCTS detailing investigation into the Truck Driving program
- Exhibit Z: 2024.12.02 TRUSD Findings Regarding Truck Driving
- Exhibit AA: 2024.12.02 Truck Driving Program Follow-up

IV. FISCAL MISMANAGMENT

A. HCCTS San Diego Location

Engaged in fiscal mismanagement.

- *The condominium advertises being able to "watch the ballgame from your balcony" and is the highest priced unit in the facility.*
- *The decision to engage in this exorbitant real estate transaction, even though students were not in or around the area is questionable.*
- *Compounding the issue is the fact that the admin facility lacks any direct connection to educational services or student benefit demonstrating a fiscal mismanagement.*
- *The District is issuing the NOV as part of our oversight responsibilities to ensure that HCCTS address the fiscal mismanagement.*

HCCTS acknowledges that the decision to lease a condominium office in San Diego was a misstep that does not align with our mission or our responsibility to ensure all expenditures directly benefit students. While the space was briefly used by a remote employee and originally intended to support exploration of expansion opportunities, the location did not provide meaningful educational value. We recognize that this was poor judgment under prior leadership and understand the District's concern that this constituted fiscal mismanagement.

HCCTS has since vacated the property and taken corrective steps to minimize the financial impact. We engaged Newmark Realty on March 27, 2025, to sublease the space, revised the listing in June 2025, and remains prepared to accept any commercially reasonable offer. While it is not possible to control the timing of sublease offers, HCCTS is committed to recouping as much value as possible and bringing this matter to resolution (Exhibit AB and Exhibit AC).

This decision reflects mistakes of the past. Moving forward, HCCTS has implemented stronger financial controls and multi-level approval processes to ensure that all facility and spending decisions are directly tied to student learning and educational services. These safeguards are designed to prevent similar errors and to reinforce our commitment to fiscal responsibility, transparency, and compliance.

Attached below you will find:

- Exhibit AB: Sublease Agreement for San Diego
- Exhibit AC: Sublease Marketing Materials by Newark Realty

VI. SUMMARY

This response provides evidence that CICA has either already fully cured or has taken every possible step to cure all of the concerns raised by the District and will continue to vigorously pursue resolution of the few items that are outside of the school's control.

McClellan Park, California

RESOLUTION NO. 1612

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE TWIN RIVERS UNIFIED SCHOOL DISTRICT
Approving Issuance of a Final Decision to Revoke the Charter of
California Innovative Career Academy**

WHEREAS, the Twin Rivers Unified School District ("District") initially approved the petition for the establishment of California Innovative Career Academy ("CICA") charter school on June 25, 2019, for a five-year term running through June 30, 2024, and per Education Code section 47607.4, CICA's Charter was automatically extended by operation of law through June 30, 2027. CICA is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS") and its Board of Directors;

WHEREAS, the District and CICA entered into a Memorandum of Understanding ("MOU") on or about February 25, 2020, to document the arrangement and agreement between the parties regarding CICA's program, operation, structure, and obligations. Subsequent amendments to the MOU extended its term through June 30, 2027, and made clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight;

WHEREAS, as the charter authorizer of CICA, the District is responsible for overseeing CICA under Education Code 47604.32. This oversight responsibility includes monitoring whether CICA is operating in compliance with the conditions, standards, or procedures set forth in its Charter and MOU, meeting or pursuing the pupil outcomes identified in its Charter, failing to meet generally accepted accounting principles, or engaging in fiscal mismanagement, and complying with the law (Education Code section 47607(f));

WHEREAS, as a result of CICA's failure to remedy several areas of concern despite its receipt of multiple information requests and notices of concern from the District, and/or its failure to implement viable remedial plans to address these concerns, and since the District concluded that grounds for revocation existed, including material violations of the conditions, standards, or procedures of its Charter and MOU, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law, the District determined that the point has been reached where it was necessary to initiate the first step in the formal revocation process with the issuance of a Notice of Violation per Education Code section 47607 and Title 5, Cal. Code of Regulations, section 11968.5.2 ("Section 11968.5.2");

WHEREAS, on June 17, 2025, the Board unanimously approved issuance of a Notice of Violation ("NOV") to CICA pursuant to Education Code section 47607 based on findings that CICA materially violated the conditions, standards, and procedures of its Charter, failed to meet generally accepted accounting principles or engaged in fiscal mismanagement, and violated the law;

WHEREAS, the NOV also provided CICA with a reasonable opportunity to respond to and/or remedy the violations by September 26, 2025, and placed CICA on notice that if the violations were not addressed, the District may pursue further steps towards revocation of the Charter;

WHEREAS, at the conclusion of the remedy period, on September 26, 2025, CICA provided its response to the NOV, however, the supporting evidence was not provided to the District until September 29, 2025;

WHEREAS, District staff evaluated the response from CICA and all documentation produced with the response, and after conducting a thorough, objective, and data-driven review, District Staff determined that CICA failed to refute to the District's satisfaction, or remedy all of the violations identified in the NOV, and that significant violations continue to exist, including material violations of the conditions, standards, or procedures of its charter, fiscal mismanagement, and violations of law;

WHEREAS, based upon the substantial evidence demonstrating CICA's failure to refute and/or remedy multiple violations identified in the NOV, District staff recommended that the Board approve issuance of the a Notice of Intent to Revoke and notice of facts in support of revocation ("Notice of Intent to Revoke") to CICA pursuant to Education Code section 47607 and Section 11968.5.2, and the Board approved issuance of a Notice of Intent to Revoke at its meeting on November 4, 2025, supported by substantial evidence presented therewith, and further scheduled a public hearing on the issue of whether substantial evidence existed to revoke the Charter;

WHEREAS, on December 2, 2025, the Board of Trustees held a public hearing in compliance with Education Code section 47607, and took testimony from CICA representatives and the public on the issue of whether substantial evidence existed to revoke CICA's Charter based on the facts and conclusions in the Notice of Intent to Revoke;

WHEREAS, during a special Board meeting on January 27, 2026, District Staff presented their analysis of the measures taken by HCCTS to refute and/or remedy the violations identified in the Notice of Revocation. While the Board thoughtfully considered Staff's analysis and recommendation regarding revocation, it ultimately did not accept Staff's recommendation and no action was effectively taken regarding CICA's revocation; and

WHEREAS, the Board has convened on January 30, 2026, to consider whether to approve the issuance of a Final Decision to Revoke the Charter of CICA.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.

2. In support of its Final Decision to Revoke CICA's Charter, the Board adopts the facts and findings contained in the Notice of Intent to Revoke and its exhibits, as initially set forth in the NOV, and as stated herein, as its written factual findings, supported by substantial evidence

specific to CICA, and incorporates such findings into this Resolution as though set forth fully herein; and in support of its decision to issue a Final Decision to Revoke CICA's Charter, the Board further finds that:

(A) Substantial evidence demonstrates that the violations initially identified in the NOV, and demonstrated in the Notice of Intent to Revoke and exhibits thereto, and as further stated herein, have in fact occurred;

(B) CICA failed to refute, remedy, or propose remedial action sufficient to remedy all of the violations identified in the NOV;

(C) The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by CICA, and attempts at further corrective actions taken by CICA, although considered by the Board, failed to sufficiently remedy the violations identified in the NOV and substantiated in the Notice of Intent to Revoke, and/or promised unsubstantiated and unreliable future performance and resulting uncertainty regarding future compliance.

3. The Board hereby approves issuance of a Final Decision to Revoke the Charter of California Innovative Career Academy revoking CICA's Charter effectively immediately. The Superintendent or designee is hereby authorized and directed to notify the Sacramento County Board of Education and California Department of Education regarding the revocation approval and to take any such other actions needed to effectuate the purpose of this Resolution.

PASSED and ADOPTED by the Board of Trustees of the Twin Rivers Unified School District on the 30th day of January 2026 by the following vote.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

Christine Jefferson, President
Twin Rivers Board of Trustees

Sascha Vogt, Clerk
Twin Rivers Board of Trustees

Regular and Virtual School Board Meeting
06/17/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

AGENDA

Virtual/Livestream Participation:

Our school board meetings will be livestreamed on the Twin Rivers YouTube channel the day of the board meeting. The video will be launched live five minutes prior to the meeting. The public will be able to provide live comments in a virtual format. Please see Instructions for Leaving Public Comment for directions to pre-register to make a live stream comment. Comments must be submitted by 5:00 P.M. Your comments will be considered at the appropriate time on the agenda.

In-Person Participation:

Members of the public may attend in-person and provide public comment by submitting a green public comment card by 6:00 P.M. for Closed Agenda Items and by 6:30 P.M. for Open Session items.

Please Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 566-1745 at least 24 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]

The board meeting agenda and supporting documents are available for review on the Twin Rivers Unified School District GAMUT Meetings website. An audio recording of board meetings may be made. Noted on the agenda are approximate times. The Board may adjust the time or sequence of agenda items during the meeting. Regular board meetings shall be adjourned by 10:30 P.M. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date (Board Bylaw 9323). Presentations will not be accepted from members of the public at board meetings without prior approval by the Superintendent or Board of Trustees.

Interpreter Services are available in Spanish and Pashto at Board meetings upon request.

A. 6:00 P.M. CALL TO ORDER by the President

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

6. Conference with Real Property Negotiators APN# 217-0110-006-0000 (Government Code Section 54956.8)

7. Student Expulsion Cases #51-25, #A54-25, #A55-25, #A56-25, #A57-25, #A58-25, #A59-25, #A60-25, #A61-25, #A62-25 (Education Code Sections 35146 & 48918)

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

D. CLOSED SESSION

E. 6:30 P.M. RECONVENE

1. Introduction of Interpreters

2. Report Action Taken During Closed Session

3. Board Action by Separate Vote – Student Expulsion Cases #51-25, #A54-25, #A55-25, #A56-25, #A57-25, #A58-25, #A59-25, #A60-25, #A61-25, #A62-25.

4. Pledge of Allegiance Led by Trustee Sharon Reichelt

F. REPORTS

1. Board President

2. Superintendent

G. RECOGNITION

1. PRESENT AND ADOPT Resolution No. 1508 In Recognition of Muslim American Heritage Month - July 2025

2. RECOGNITION Elementary and K-8 Spring Expanded Learning Athletics Program

3. RECOGNITION Secondary Spring Sports

4. RECOGNITION - Dual Enrollment Graduates

5. RECOGNITION The Sacramento County Board of Supervisors Recognition to the Twin Rivers Unified School District

H. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

I. CONSENT AGENDA

1. APPROVE May 13, 2025, Regular and Virtual School Board Meeting Minutes

2. APPROVE Routine Administrative Contracts $35,000 and Above

3. RATIFY Routine Administrative Contracts Below $35,000

4. APPROVE Routine Construction Contracts $35,000 and Above

5. RATIFY Payment of Salaries and Bills for May 2025

6. APPROVE Out-of-State Travel and Overnight School-Sponsored Trips

7. RATIFY Purchase Order Board Report for May 2025

8. ADOPT Resolution No. 1486 Approving the Guaranteed Maximum Price and Award of Contract for Lease Leaseback Construction Services for the Grant Union High School Parking Lot Improvement Project

9. REVIEW and APPROVE 2025 - 2026 Consolidated Application Reporting System Application Funding

10. ADOPT Resolution No. 1507 - Close of Fiscal Year Budget Transfer for 2024-2025

11. AWARD Contract for Security Officers for Special Event Security Checkpoints

12. REJECT All Proposals for Specialized Student Transportation Services

13. AWARD Contracts for Student Charter Bus Transportation Services

14. REJECT All Proposals for Network Access Control Services - Cybersecurity Pilot Program

15. AWARD Contracts for 2025-2026 After School Expanded Learning Athletics Providers

16. AWARD Contract for the Grant Union High School Building Repairs Project

17. AWARD Contract for the Community Outreach Academy Middle School Lower Office Roof Replacement

18. APPROVE Revised Contracts for 2025-2026 Supplemental Enrichment Providers

19. APPROVE 2025-2026 Modified School Bell Schedules - Vineland School Reversion to Original Bell Schedule

20. ADOPT Resolution No. 1509 Authorizing the Extension of Cooperative Agreement No. PS21095 with Park Planet for the Purchase of Outdoor Shade Structures

21. ADOPT Resolution No. 1510 Authorizing the Purchase of Transit Diesel Buses from A-Z Bus Sales, Inc. via Clovis Unified School District Agreement No. 2963

22. AWARD Contract for Produce, Dry Goods, and Other Perishable Products

23. AWARD Contract for Commercial Food Items and Supplies

24. AWARD Contract for Milk and Dairy Products

25. APPROVE Auction/Disposal/Donation of Surplus Personal Property

26. ADOPT Transitional Kindergarten through 12th Grade Core Curriculum List for 2025-2026

27. APPROVE Disposal of Obsolete Library Materials from School Site Library Media Services

28. ADOPT Resolution No. 1511 Approving the Guaranteed Maximum Price and Award of Contract for Lease Leaseback Construction Services for the Grant Union High School (West Campus) Site Improvements and Beautification Project

29. APPROVE Resolution No. 1512 Declaring the Need for and Authorizing Emergency Building Repairs to the Grant Union High School (West Campus) Gym

30. ADOPT Resolution No. 1513 Authorizing the Purchase of Warehouse and Custodial Supplies via Cooperative Agreement No. KPN-202007-02A

31. APPROVE REVISED Student Calendars for the 2025-2026 and 2026-2027 School Years for The Twin Rivers Unified School District Early Childhood Education Program

32. ADOPT Resolution No. 1514 Authorizing Staff to Proceed with Property Purchase, Lot Line Adjustment, and Making Related Findings

J. ORAL COMMUNICATIONS - ORGANIZATIONS

1. Employee Organizations

K. ORAL COMMUNICATIONS - HEARING OF PUBLIC

L. HEARING OF PUBLIC (If Needed)

1. PUBLIC HEARING AND REVIEW - Local Control and Accountability Plan
2. PUBLIC HEARING and REVIEW - Creative Connections Arts Academy Local Control and Accountability Plan
3. PUBLIC HEARING and REVIEW - Smythe Academy of Arts and Sciences Local Control Accountability Plan
4. PUBLIC HEARING and REVIEW - Westside Preparatory Charter Local Control Accountability Plan (LCAP)
5. PUBLIC HEARING AND REVIEW Special Education Local Plan Area
6. PUBLIC HEARING and REVIEW 2025-2026 Proposed Adopted Budget

M. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. PRESENT and APPROVE - Title III Local Plan Update 2025-2026
2. PRESENT and APPROVE the Issuance of Notice of Violation to California Innovative Career Academy Charter School
3. PRESENT and APPROVE the Issuance of Notice of Violation to Highlands Community Charter School
4. APPROVE Employment Agreement Between Twin Rivers Unified School District and Marcia (Marci) Bernard for Associate Superintendent School Leadership
5. PRESENT AND APPROVE 2025-2026 Twin Rivers Unified School District Board Meeting Schedule
6. SCHEDULE Annual Organizational Meeting of the Twin Rivers Board of Trustees
7. FIRST READING - Revised Board Policies

N. BOARD/SUPERINTENDENT COMMUNICATION

O. BOARD COMMENTS

P. BOARD MEET IN SECOND CLOSED SESSION (If Needed)

Q. CLOSED SESSION

R. RECONVENE IN PUBLIC SESSION

1. Report on Any Action Taken in Closed Session [Government Code Section 54957.1]

2. Announcement of Next Meeting

S. ADJOURN

T. June 17, 2025, MULTILINGUAL AGENDA

CICA - 7084
Regular and Virtual School Board Meeting
06/17/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

MEETING MINUTES

Virtual/Livestream Participation:

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Interpreter Services are available in Spanish and Pashto at Board meetings upon request.

Attendance

Voting Members
Basim Elkarra, Board President
Stacey Bastian, Board Vice President
Christine Jefferson, Clerk
Michael Baker, Board Member
Sharon Reichelt, Board Member
Rebecca Sandoval, Board Member
Sascha Vogt, Board Member

Administration Present: Steve Martinez, Ed. D., Superintendent; Gina Carreon, J.D., Chief Human

Resources Official; Ryan DiGiulio, Chief Business Official; Marci Bernard, Associate Superintendent, School Leadership.

A. 6:00 P.M. CALL TO ORDER by the President

Vice President Bastian called the Regular and Virtual School Board Meeting to order at 6:01 p.m. in the Board Room/Zoom.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Trustee Christine Jefferson announced the Closed Session items listed on the agenda as follows:

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

6. Conference with Real Property Negotiators APN# 217-0110-006-0000 (Government Code Section 54956.8)

7. Student Expulsion Cases #51-25, #A54-25, #A55-25, #A56-25, #A57-25, #A58-25, #A59-25, #A60-25, #A61-25, #A62-25 (Education Code Sections 35146 & 48918)

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

Vice President Bastian provided an opportunity for speakers to address the Board under this agenda item prior to the Closed Session. Trustee Jefferson announced that no speakers were present to address the Board.

D. CLOSED SESSION

Vice President Bastian recessed the Open Session at 6:02 p.m., at which time the Board convened in Closed Session.

E. 6:30 P.M. RECONVENE

President Elkarra convened the Open Session at 7:26 p.m.

1. Introduction of Interpreters

The following interpreters introduced themselves: Laura Orozco, Spanish Interpreter, and Abdul Matin, Pashto Interpreter.

2. Report Action Taken During Closed Session

Trustee Jefferson announced that no reportable actions were taken in Closed Session.

3. Board Action by Separate Vote – Student Expulsion Cases #51-25, #A54-25, #A55-25, #A56-25, #A57-25, #A58-25, #A59-25, #A60-25, #A61-25, #A62-25.

A motion was made to approve Student Expulsion Case #A51-25

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A54-25

Motion made by: Michael Baker
Seconded by: Satcey Bastian
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - No
Rebecca Sandoval. Yes
Sacha Vogt - Yes

Motion passed by majority vote: 6 - Yes, 1 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A55-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes

Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - No

Motion passed by majority vote: 6 - Yes, 1 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A56-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - No

Motion passed by majority vote: 6 - Yes, 1 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A57-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A58-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A59-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A60-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - No
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - Yes

Motion passed by majority vote: 6 - Yes, 1 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A61-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

A motion was made to approve Student Expulsion Case #A62-25

Motion made by: Michael Baker
Seconded by: Stacey Bastian
Basim Elkarra - Yes

Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sacha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

4. Pledge of Allegiance Led by Trustee Sharon Reichelt

Trustee Sharon Reichelt led the Pledge of Allegiance.

F. REPORTS

1. Board President

2. Superintendent

G. RECOGNITION

A motion was made to move Item G.5 to G.1

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Basim Elkarra - Yes
Stacey Bastian - Not Present
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

1. PRESENT AND ADOPT Resolution No. 1508 In Recognition of Muslim American Heritage Month - July 2025

A motion was made to adopt Resolution No. 1508 In Recognition of Muslim American Heritage Month - July 2025.

Motion made by: Basim Elkarra
Motion seconded by: Michael Baker
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes

Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

President Basim Elkarra read Resolution No. 1508 In Recognition of Muslim American Heritage Month - July 2025.

2. RECOGNITION Elementary and K-8 Spring Expanded Learning Athletics Program

The Board proudly recognized the accomplishments of the Expanded Learning Spring Athletics Program, as presented by Travis Burke. The season featured flag football, track and cross country, and competitive cheer, with strong participation and continued program growth. Champions were celebrated from Madison, FC Joyce, Northlake, and WPCS Regency, and a highlight video showcased the achievements across all events.

3. RECOGNITION Secondary Spring Sports

The Board recognized the accomplishments of Twin Rivers Unified School District's Secondary Athletics Programs. Micah Simmons presented the spring sports champions and shared a video highlighting secondary athletics. Three middle school teams earned championships in boy's basketball, boy's volleyball, and girl's soccer. At the high school level, twelve teams advanced to postseason play in sports, including boys' volleyball, girls' soccer, softball, swim, track and field, golf, and co-ed tennis. Notable achievements included a co-ed tennis team qualifying for CIF playoffs for the first time, finishing as league champions and placing among the top doubles teams in the section.

Trustee Reichelt inquired whether cheerleading is part of the winter sports season or the spring sports season?

Micah Simmons clarified that, although cheerleading is a sport that lasts all year with most activities during fall and winter, the championship events usually happen in spring, particularly in March.

Trustee Jefferson congratulated all student athletes, sharing pride in their accomplishments and appreciation for the opportunity to offer sports programs. She emphasized that athletics provide a valuable and positive outlet for students.

4. RECOGNITION - Dual Enrollment Graduates

Board Recognition – Dual Enrollment Graduates
The Board proudly recognized the accomplishments of the District's dual enrollment graduates, with a presentation led by Megan Simmons. Graduates from the past three years were honored, beginning with the Class of 2023. Two students from Grant Union High School were among the first to earn associate degrees through the program. The Class of 2024 was also represented, including graduates from Highlands, Grant Union, and Rio Linda High Schools. Several students earned both Associate of Arts and Associate of Science degrees, marking a significant academic milestone. The presentation concluded with words of encouragement and appreciation, emphasizing the lasting impact of these students'

achievements on the District and its future dual enrollment efforts.

Dr. Martinez unveiled a special tribute honoring the District's dual enrollment graduates, marking the occasion as a moment of inspiration and pride. He emphasized the significance of the students' achievements and expressed a desire to ensure their efforts are remembered and celebrated within Twin Rivers Unified School District. The unveiling featured a permanent display titled *Twin Rivers College Scholars*, showcasing the names of graduates along with the year they earned both their associate degree and high school diploma. Dr. Martinez shared that this recognition would remain on display as a lasting testament to their dedication and success.

5. RECOGNITION The Sacramento County Board of Supervisors Recognition to the Twin Rivers Unified School District

Representative Richard Desmond of the Sacramento County Board of Supervisors presented a Resolution honoring Twin Rivers Unified School District for its exceptional accomplishments in academic achievement, inclusive education, environmental leadership, and community development. The District was recognized for significantly improving graduation outcomes and reducing dropout rates over the past decade. With a richly diverse student population speaking many languages across the District, TRUSD was commended for its innovative programs that promote equity and inclusion. The District's leadership in sustainability, demonstrated through a pioneering electric bus fleet and consistent excellence in financial stewardship, along with its strong focus on career preparation and college readiness, has made it a standout example of educational excellence in the region.

H. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

A motion was made to approve the Personnel Recommendations

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

I. CONSENT AGENDA

A motion was made to approve the Consent Agenda

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian

Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

1. APPROVE May 13, 2025, Regular and Virtual School Board Meeting Minutes

2. APPROVE Routine Administrative Contracts $35,000 and Above

3. RATIFY Routine Administrative Contracts Below $35,000

4. APPROVE Routine Construction Contracts $35,000 and Above

5. RATIFY Payment of Salaries and Bills for May 2025

6. APPROVE Out-of-State Travel and Overnight School-Sponsored Trips

7. RATIFY Purchase Order Board Report for May 2025

8. ADOPT Resolution No. 1486 Approving the Guaranteed Maximum Price and Award of Contract for Lease Leaseback Construction Services for the Grant Union High School Parking Lot Improvement Project

9. REVIEW and APPROVE 2025 - 2026 Consolidated Application Reporting System Application Funding

10. ADOPT Resolution No. 1507 - Close of Fiscal Year Budget Transfer for 2024-2025

11. AWARD Contract for Security Officers for Special Event Security Checkpoints

12. REJECT All Proposals for Specialized Student Transportation Services

13. AWARD Contracts for Student Charter Bus Transportation Services

14. REJECT All Proposals for Network Access Control Services - Cybersecurity Pilot Program

15. AWARD Contracts for 2025-2026 After School Expanded Learning Athletics Providers

16. AWARD Contract for the Grant Union High School Building Repairs Project

17. AWARD Contract for the Community Outreach Academy Middle School Lower Office Roof Replacement

18. APPROVE Revised Contracts for 2025-2026 Supplemental Enrichment Providers

19. APPROVE 2025-2026 Modified School Bell Schedules - Vineland School Reversion to Original Bell Schedule

20. ADOPT Resolution No. 1509 Authorizing the Extension of Cooperative Agreement No. PS21095 with Park Planet for the Purchase of Outdoor Shade Structures

21. ADOPT Resolution No. 1510 Authorizing the Purchase of Transit Diesel Buses from A-Z Bus Sales, Inc. via Clovis Unified School District Agreement No. 2963

22. AWARD Contract for Produce, Dry Goods, and Other Perishable Products

23. AWARD Contract for Commercial Food Items and Supplies

24. AWARD Contract for Milk and Dairy Products

25. APPROVE Auction/Disposal/Donation of Surplus Personal Property

26. ADOPT Transitional Kindergarten through 12th Grade Core Curriculum List for 2025-2026

27. APPROVE Disposal of Obsolete Library Materials from School Site Library Media Services

28. ADOPT Resolution No. 1511 Approving the Guaranteed Maximum Price and Award of Contract for Lease Leaseback Construction Services for the Grant Union High School (West Campus) Site Improvements and Beautification Project

29. APPROVE Resolution No. 1512 Declaring the Need for and Authorizing Emergency Building Repairs to the Grant Union High School (West Campus) Gym

30. ADOPT Resolution No. 1513 Authorizing the Purchase of Warehouse and Custodial Supplies via Cooperative Agreement No. KPN-202007-02A

31. APPROVE REVISED Student Calendars for the 2025-2026 and 2026-2027 School Years for The Twin Rivers Unified School District Early Childhood Education Program

32. ADOPT Resolution No. 1514 Authorizing Staff to Proceed with Property Purchase, Lot Line Adjustment, and Making Related Findings

J. ORAL COMMUNICATIONS - ORGANIZATIONS

1. Employee Organizations

K. ORAL COMMUNICATIONS - HEARING OF PUBLIC

Principal Marty Powers thanked the Board and District for their support during his 11 years of service, highlighting improvements in student programs, staff development, and compensation. As he retires after 45 years in education, he expressed appreciation for the District's positive impact and closed with a message of gratitude and inspiration.

Clark Knudtson, SLP, commented on his concerns about an SLP staffing report, urging the Board to review the information provided regarding staffing challenges.

L. HEARING OF PUBLIC (If Needed)

1. PUBLIC HEARING AND REVIEW - Local Control and Accountability Plan

Before the presentation, Board President Elkarra read a statement noting that, following a review with the Sacramento County Office of Education (SCOE) on June 16, 2025, the LCAP draft was amended to include additional required descriptive elements. He clarified that these revisions did not affect the goals, actions, or planned expenditures outlined in the Local Control and Accountability Plan.

Travis Burke presented an update on the 2024–2027 Local Control and Accountability Plan (LCAP), noting recent amendments made following a review with SCOE to align with updated Education Codes related to the Learning Recovery Emergency Block Grant and Equity Multiplier Fund. These changes involved adding required descriptive elements without altering goals, actions, or funding. He highlighted continued progress across academic achievement, college and career readiness, and school culture, with improvements in student performance metrics and engagement. The District also refined its stakeholder input process, focusing on deeper student feedback and plans to increase parent and staff participation next year.

Trustee Jefferson requested clarification into Mr. Wesley's role.

Marci Bernard clarified that the new Director of School Advancement will initially focus on the MLK pathway but will also support broader efforts to strengthen and expand successful practices across all District pathways. The position is designed to lead Districtwide initiatives aimed at advancing school improvement and student success.

Travis Burke reported increased parent engagement through higher event and training attendance, particularly among underserved and diverse groups, despite a decline in survey participation.

Trustee Jefferson inquired about the types of support offered to parents beyond events, specifically requesting examples of the trainings provided to families within the District.

Travis Burke clarified that the Family and Community Engagement Team offers a variety of parent-focused training programs designed to strengthen school partnerships and student support. One key initiative is a parent cohort series that provides guidance on parenting strategies, school engagement, and college readiness. The District also collaborates with the Roberts Family Development Center to support parents of African American students, focusing on culturally relevant engagement and leadership in school governance. Participants in this group have attended events at Sacramento State and contributed valuable input to the LCAP process. Additional efforts have expanded to include support for newcomer and refugee families, as well as emerging partnerships with the Special Education Department to develop programming for parents of neurodiverse students.

Trustee Vogt commended the increase in parent engagement but expressed concern about the decline in LCAP input. She encouraged leveraging existing events and cohorts to boost participation in the LCAP process and emphasized the importance of aligning engagement efforts with meaningful feedback.

Travis Burke responded in agreement, noting it was a valuable suggestion and acknowledged the potential to engage thousands of families through existing events to strengthen LCAP input.

Travis Burke provided updates on LCAP Goals 4 through 7, highlighting expanded parent engagement efforts, including growth in the Native Education Program and Parent University. He reported continued progress in maintaining safe, clean facilities, with improved safety and connectedness metrics supported by targeted staffing and resources. Academic gains were noted for students with disabilities, supported through professional development, materials, and specialized staff. Under the Equity Multiplier initiative, new sites were added to receive focused support for English learners, with local data showing promising progress in English language arts outcomes.

Trustee Sandoval praised the District for offering English classes to parents, noting their positive impact on student success and expressing appreciation for the visibility and accessibility of the program across schools.

Trustee Jefferson inquired about the two schools that did not qualify for Equity Multiplier funding this year and what factors contributed to the change in their eligibility status.

Travis Burke clarified that these schools did not meet the eligibility threshold for Equity Multiplier funding this year but will continue to receive support under a three-year plan. Future eligibility will be reassessed with updated data in January.

Travis provided updates on LCAP Goals 8 through 10, which focus on expanding English language arts support, improving college and career readiness at alternative sites, and reducing suspension rates. He highlighted continued staffing and intervention efforts at key schools and noted next steps, including final adoption on June 24 and follow-up with SCOE for potential non-material state-level adjustments.

President Elkarra called the Public Hearing at 8:34 p.m. for comments regarding the Local

Control and Accountability Plan.

There were no public comments.

President Elkarra closed the Public Hearing at 8:35 p.m.

2. PUBLIC HEARING and REVIEW - Creative Connections Arts Academy Local Control and Accountability Plan

President Elkarra called the Public Hearing for comments on the Creative Connections Arts Academy Local Control and Accountability Plan at 8:35 p.m.

There were no public comments.

President Elkarra closed the Public Hearing at 8:37 p.m.

3. PUBLIC HEARING and REVIEW - Smythe Academy of Arts and Sciences Local Control Accountability Plan

President Elkarra called the Public Hearing for comments on the Smythe Academy of Arts and Sciences Local Control Accountability Plan at 8:42 p.m.

There were no public comments.

President Elkarra closed the Public Hearing at 8:42 p.m.

4. PUBLIC HEARING and REVIEW - Westside Preparatory Charter Local Control Accountability Plan (LCAP)

President Elkarra called the Public Hearing for comments on the Westside Preparatory Charter Local Control Accountability Plan at 8:37 p.m.

There were no public comments.

President Elkarra closed the Public Hearing at 8:38 p.m.

5. PUBLIC HEARING AND REVIEW Special Education Local Plan Area

Before the presentation, Board President Elkarra read a statement noting a revision to the local plan. Specifically, in Section E, on page E-4 of 14, the question regarding whether SELPA's average SLP caseload is 55 was addressed. The correct answer was clarified as “No.”

Marci Bernard provided an overview of the proposed 2025–2026 Special Education Budget and SELPA plans, outlining key sections, required services, and the need for a public hearing. She also noted the inclusion of annual assurances and policy updates as part of the SELPA submission process.

Kate Ingersoll presented the 2025–2026 Special Education budget, highlighting a projected

increase in state funding and a total expenditure of $101.5 million. She noted that a significant portion will remain unfunded and covered by the District. The Board will hold a public hearing on the budget and service plans, with final approval scheduled for June 24 and submission to the state by June 30.

President Elkarra called the Public Hearing at 8:42 p.m. for comments regarding the Special Education Local Plan Area.

Clark Knudtson commented on his concerns about items reported in SELPA's SLP caseload figures. He also questioned how part-time staff and preschool assessment-only roles are accounted for in the calculation of average caseloads.

President Elkarra closed the Public Hearing at 8:42 p.m.

6. PUBLIC HEARING and REVIEW 2025-2026 Proposed Adopted Budget

Ryan DiGiulio and Kate Ingersoll presented the 2025–2026 Proposed Budget. Ryan highlighted state economic uncertainties, declining enrollment trends, and the protection of education funding under Proposition 98. He noted a modest increase in special education funding and reductions in discretionary grants, while emphasizing the need for early planning around the 2030 expiration of Proposition 30. Despite statewide challenges, Twin Rivers remains in a growth region, with stable reserves and continued investment in student services. The budget will return to the Board for approval the following week. Kate Ingersoll reported a positive budget outlook for 2025–2026, supported by increased LCFF revenue and ADA growth, including the expansion of Transitional Kindergarten (TK). One-time funds are being used for facilities and staffing, with reserves meeting Board targets. While revenue is projected to increase, some reductions are planned as temporary grants expire. Multi-year projections remain stable, and the District is preparing to sustain key services, including those tied to TK, as one-time funding phases out.

Ryan concluded the budget presentation by emphasizing that despite state and federal economic uncertainties, Twin Rivers is presenting a balanced budget for 2025–2026 and the following two years. He credited sound fiscal stewardship and Board support for enabling the District to maintain stability without issuing layoff notices, unlike many other districts. While caution is warranted due to the use of one-time funds at the state level to cover deficits, the District remains well-positioned and committed to monitoring and adjusting as needed. Ryan noted that final budget adoption is scheduled for next week, with any necessary revisions to follow in August and finalized actuals reported in September. He expressed pride in the District's ability to maintain a wide range of student services under a strong financial plan.

President Elkarra expressed concern about potential federal funding cuts, particularly related to political efforts targeting DEI programs, and asked about the possible impact on the District’s budget.

Ryan stated that the District is monitoring two areas of concern regarding potential federal funding cuts. The first involves restricted programs, such as Title III, which would not affect the unrestricted general fund but could limit specific services tied to those funds. The second concern is the broader impact on state-funded programs like nutrition and Medi-Cal, which

could strain the state budget and potentially affect Proposition 98 funding for education. He emphasized the uncertainty at this time and assured the Board that updates will be provided as more information becomes available.

Trustee Vogt inquired about the status of the District's facility plan in light of recent volatility related to the bond. She asked whether contingency measures are in place to address potential challenges and ensure continued progress on planned projects.

Ryan DiGiulio reported that the District is actively using Measure J and K Series A funds, with project updates available in the upcoming Board communication and on the CBOC webpage. He confirmed that contingency planning is in place, with bond sales for Series B expected this summer, pending market conditions, and noted a small remaining portion of Measure G funds.

Trustee Reichelt asked for clarification on the meaning of "interfund transfers out" within the budget.

Ryan Digiulio explained that "interfund transfers out" refers to moving money from the general fund to other restricted-purpose funds outside of it, such as those highlighted earlier in the presentation.

Dr. Martinez thanked Ryan, Kate, and their teams for a comprehensive budget presentation and acknowledged their efforts in navigating complex financial conditions. He noted that while the budget is stable, several external factors, such as the lingering effects of wildfires, tariff impacts, and fluctuating consumer activity, create economic uncertainty at the state and national levels. Dr. Martinez emphasized the importance of continued monitoring and expressed confidence that the District will be able to make necessary adjustments as economic trends become clearer in the coming months.

President Elkarra called the Public Hearing at 9:13 p.m. for the 2025-2026 Proposed Adopted Budget.

There were no public comments.

President Elkarra closed the Public Hearing at 9:13 p.m.

M. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

A motion was made to move item M.5 to M.1

Motion made by: Sharon Reichelt
Motion seconded by: Michael Baker
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes

Rebecca Sandoval - Yes
Sascha Vogt - No

Motion passes by majority vote: 6 - Yes, 1 - No, 0 - Abstain, 0 - Absent

1. PRESENT and APPROVE - Title III Local Plan Update 2025-2026

Jisel Villegas provided an overview of how Title III funds support English learners and immigrant students through enhanced instruction, staff training, and family engagement. She highlighted the District's growing multilingual population and emphasized that funds are used to supplement existing services. The District remains focused on equity, compliance, and increasing student success.

Trustee Vogt praised the District's efforts in supporting English learners and their families, highlighting the impact of inclusive, community-building work.

Trustee Jefferson expressed her support for English learner programs and appreciation for their impact in immigrant communities.

2. PRESENT and APPROVE the Issuance of Notice of Violation to California Innovative Career Academy Charter School

Trustee Baker commented that per Board policy, a vote was required to extend the meeting past 10:00 p.m.

A motion was made to extend the meeting to 11:00 p.m.

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Basim Elkarra: Yes
Stacey Bastian: Yes
Christine Jefferson: Yes
Michael Baker: Yes
Sharon Reichelt: Yes
Rebecca Sandoval: Yes
Sascha Vogt: Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0- Abstain, 0 - Absent

Ryan DiGiulio and legal counsel Bill Schuetz presented the findings leading to the issuance of a Notice of Violation for the California Innovative Career Academy (CICA), clarifying that this action represents the first step in the charter revocation process and does not constitute immediate revocation. The notice outlines multiple violations, including material changes to grade levels and school sites without prior approval, outstanding audit documentation, credential misassignments, failure to provide instructional minutes and days for the 2024–2025 school year, and breach of an exclusive partnership agreement by allowing non-students into a CTE program. Additionally, fiscal mismanagement concerns were raised

regarding high-value administrative expenditures. The charter has until September 26 to respond and remedy these violations. The Board was advised that, while CICA has previously responded to District communications, the severity and persistence of these issues warrant formal action at this stage. Approval of the Notice of Violation was recommended.

Trustee Sandoval requested clarification on whether issuing the Notice of Violation is the initial step in the charter revocation process.

Bill Schuetz clarified that issuing a Notice of Violation is the first formal step in the revocation process, triggered by unresolved issues. He emphasized that it does not revoke the charter and that the school will have time to remedy the violations before further Board action is considered.

Trustee Jefferson asked whether the District was responsible for overseeing the areas cited in the charter school's violations.

Ryan DiGiulio explained that the charter school is responsible for meeting legal and charter requirements, while the District provides oversight and issues a Notice of Violation if those responsibilities are not met.

Trustee Vogt asked legal counsel whether, if new violations arise after the Notice of Violation is issued, the District must wait for the current remedy period to expire before issuing a new notice or taking further action in the revocation process.

Bill Schuetz confirmed that additional Notices of Violation can be issued if new issues arise, and they may proceed concurrently without waiting for the current remedy period to end.

A motion was made to approve the Issuance of Notice of Violation to California Innovative Career Academy Charter School

Motion made by: Michael Baker
Motion seconded by: Sharon Reichelt
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 7- Yes, 0 - No, 0 - Abstain, 0 - Absent

Bill McGuire, Executive Director of Highlands Community Charter and Technical Schools, commented and thanked the Board for the opportunity to speak and acknowledged the challenges of the state audit process, which both Twin Rivers and Highlands have undergone. He expressed appreciation for the District's oversight team and affirmed Highlands' commitment to correcting identified issues. Mr. McGuire emphasized the school's ongoing partnership with Twin Rivers, highlighted the large population of immigrant adults they serve,

many of whom are parents of TRUSD students, and shared that leadership will soon transition to Jonathan Raymond. He concluded by reaffirming their dedication to transparency, improvement, and maintaining a strong relationship with the district.

3. PRESENT and APPROVE the Issuance of Notice of Violation to Highlands Community Charter School

Ryan DiGiulio and Bill Schuetz presented a new Notice of Violation for Highlands Community Charter School (HCCS), citing multiple compliance issues similar to those identified with CICA, including unapproved grade level and site changes, missing audit reports, credential misassignments, lack of instructional minutes, and a breach of partnership agreements. An additional violation unique to HCCS involved the use of a non-instructional site at a baseball field, where the school contributed $25,000 for upgrades and remains obligated under a lease through 2026. The charter has until September 26, 2025, to remedy the violations, and staff recommended approval of the notice.

A motion was made to approve the Issuance of Notice of Violation to Highlands Community Charter School

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - Yes
Sharon Reichelt - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

4. APPROVE Employment Agreement Between Twin Rivers Unified School District and Marcia (Marci) Bernard for Associate Superintendent School Leadership

Trustee Baker asked whether a job posting had been issued.

Dr. Martinez explained that Ms. Bernard has been serving in the role for over 14 months, and this action reflects her official appointment. He stated that, as Superintendent, he has the authority to appoint individuals to a position without the need for a job posting.

Trustee Baker commended Ms. Bernard's performance but opposed the appointment, stating the position should have been open for internal candidates to apply.

A motion was made to approve the Employment Agreement Between Twin Rivers Unified School District and Marcia (Marci) Bernard for Associate Superintendent School Leadership

Motion made by: Rebecca Sandoval

Motion seconded by: Stacey Bastian
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - Yes
Michael Baker - No
Sharon Reichelt - No
Rebecca Sandoval - Yes
Sascha Vogt - Yes

Motion passed by majority vote: 5 - Yes, 2 - No, 0 - Abstain, 0 - Absent

Trustee Reichelt stated that her opposition was not about Ms. Bernard's qualifications, but that the position should have been opened to other District employees out of respect.

Trustee Vogt supported the appointment, emphasizing respect for Ms. Bernard's ongoing work and stating that any interest in opening the position should have been raised earlier.

Trustee Bastian expressed appreciation for Ms. Bernard's dedication and hard work, congratulating her on the appointment and sharing enthusiasm for her continued leadership.

5. PRESENT AND APPROVE 2025-2026 Twin Rivers Unified School District Board Meeting Schedule

President Elkarra reported that the Board Calendar Committee, consisting of himself, Trustee Bastian, and Trustee Reichelt, met to review scheduling options for the upcoming year. After discussing three initial proposals and evaluating the timing and volume of agenda items throughout the year, the committee unanimously recommended two calendar options. Option 1 includes one meeting per month, with two meetings in June; Option 2 includes two meetings in both January and June, with a minor date adjustment in February to better space meetings. The committee also reviewed key action items aligned with each meeting and requested additional information from Dr. Martinez regarding public comment procedures and other considerations.

Dr. Martinez provided follow-up information requested by the Board Calendar Committee regarding public participation and access. He shared that the District averages about four public comment cards per meeting, with occasional spikes depending on agenda topics, such as the January 14, 2025, meeting, which saw 14 comments related to charter renewal and negotiations. Additionally, there were five Special Board meetings held during the year, each convened for specific purposes, including Board appointments, governance training, personnel contracts, and facilities projects. Dr. Martinez also addressed community access points beyond Board meetings, noting that families and stakeholders regularly engage through school sites, District departments, direct outreach to the Superintendent and Board members, and weekly communications via email, Parent Connect, and social media. These channels help resolve many concerns before they reach the Board level and support transparency and accessibility throughout the District.

President Elkarra noted that one of the concerns discussed during the Committee meeting

was the limited time allocated for District employee organizations to speak during Board meetings, particularly when meetings occur only once a month. He shared that a revised policy is being developed to address this issue, and a proposal to increase the allotted time for employee organization comments at regular meetings will be brought to the Board for a vote.

Dr. Martinez confirmed that the current policy allows two minutes per public comment and explained that the proposed revision would formally allocate four minutes specifically for employee associations during regular Board meetings.

Trustee Reichelt noted a discrepancy between draft versions of the proposed Board meeting calendar, pointing out that Draft 2 listed February 17th, while the current version still reflects February 24th.

Dr. Martinez confirmed that February 17th would work for the District and thanked Trustee Reichelt for identifying the discrepancy. He requested that the meeting date be updated in the minutes for both Option 1 and Option 2 of the proposed calendar.

Trustee Vogt raised concerns about the decision-making process used by the Board Calendar Committee, questioning the elimination of a third meeting schedule option without broader input from other Board members or stakeholders. She emphasized that while committees are representative, they should not make final decisions independently. Trustee Vogt also referenced prior discussions regarding the costs associated with holding additional Board meetings, such as staff time, utilities, and other resources, and requested a clear breakdown of those expenses, along with information on how any related savings have been utilized.

Dr. Martinez clarified that if the District were to increase the number of Board meetings to two per month on a regular basis, it would likely require hiring additional personnel within the Superintendent's Office to manage the increased workload.

Trustee Bastian summarized the Board Calendar Committee's collaborative process, highlighting community feedback favoring informal engagement over formal meetings, discussion of staffing needs if meeting frequency increases, the potential policy revision to allow more time for labor partners, and a review of public and virtual comment data. The committee also considered workload patterns using the Governance Calendar and proposed using placeholder dates for potential second meetings when needed.

Trustee Vogt raised concerns about the lack of broader stakeholder input and emphasized the need for increased transparency and oversight. She questioned the omission of a compromise meeting option and the absence of a clearly defined placeholder ("ghost") meeting in the proposed calendar.

Superintendent Martinez clarified that the intent of the placeholder or "ghost" meeting discussed in the committee meeting was not to bring it forward as an official meeting for Board approval. Instead, it was intended as a flexible, informal planning tool rather than a formally scheduled meeting, as official approval would require the meeting to take place.

Trustee Baker expressed concern about the composition of the Board Calendar Committee,

noting that while community input was gathered, Trustees Sandoval, Jefferson, and Vogt were not included. He felt this resulted in a lack of representation from a portion of the District in the committee's discussions and recommendations.

Trustee Reichelt affirmed her support for the two proposed calendar options, explaining that the committee had meaningful discussion on meeting efficiency, public comment data, and scheduling needs. She noted the committee was not presented with the third option mentioned by others and clarified that placeholder meeting dates were discussed as internal planning tools, not formal approvals.

Trustee Vogt reiterated concerns about the lack of broad stakeholder input in the calendar committee process, questioning whether labor partners or Trustees representing other areas, such as Trustees Sandoval, Jefferson, or Baker, were consulted. She emphasized that limited meeting frequency can delay important decisions and expressed that stakeholder expectations for increased transparency and responsiveness may not have been fully considered in the committee's recommendations.

Trustee Reichelt explained that her understanding of stakeholder input was based on reviewing past attendance data at Board meetings, particularly during a typical, non-negotiation year. She noted that most meetings averaged between five and eight public comment cards, which she felt provided sufficient opportunity for community input. However, she acknowledged Trustee Vogt's point, agreeing that holding more frequent meetings might encourage greater public participation.

Trustee Vogt emphasized that having more meetings increases accessibility, allowing stakeholders more opportunities to participate if they cannot attend a single scheduled meeting.

Trustee Reichelt noted that many concerns are addressed through direct communication with Trustees, which was considered when evaluating the need for additional meetings.

Trustee Jefferson voiced opposition to the proposed calendar options, stating she felt excluded from the process and that her request for two monthly meetings was not considered. She emphasized the importance of stakeholder access and expressed concern that the current schedule limits public participation.

Trustee Bastian emphasized that the Committee thoroughly reviewed data and community input, supporting the recommended calendar options as a balanced and collaborative outcome.

Trustee Vogt highlighted that a single monthly meeting may limit community participation due to scheduling conflicts and emphasized the need for more opportunities for stakeholder input.

Trustee Bastian encouraged stakeholders to contact Trustees directly, noting she is readily available and responsive outside of Board meetings.

President Elkarra noted that Board members forward community concerns to the

Superintendent promptly, ensuring timely resolution through established communication protocols.

Trustee Vogt clarified that Board business is not conducted through text messages.

President Elkarra noted that concerns are sent to the Superintendent and are typically resolved before reaching Board meetings, supporting the committee's data-informed approach.

Trustee Baker asked if the District tracks how many people watch Board meetings on YouTube.

Trustee Vogt stated that limited access to participation is an equity concern for her.

Motion made by: Stacey Bastian
Motion seconded by: Michael Baker
Voting:
Basim Elkarra - Yes
Stacey Bastian - Yes
Christine Jefferson - No
Michael Baker - No
Sharon Reichelt - No
Rebecca Sandoval - No
Sascha Vogt - No

Motion did not pass by majority vote: 2 - Yes, 5- No, 0 - Abstain, 0 - Absent

Trustee Baker suggested reconvening the Committee with expanded representation to gather additional stakeholder input, particularly from underrepresented areas of the district.

President Elkarra announced that the Calendar Committee will be reconvened with updated membership to ensure broader representation. The revised Committee will include President Elkarra, Trustee Bastian, and Trustee Vogt.

President Elkarra encouraged trustees to gather input from their communities before the upcoming vote on the meeting calendar.

Superintendent Martinez acknowledged the Board's feedback and stated he will bring back a revised calendar with two Board meetings per month, along with a more comprehensive hybrid option for consideration.

Trustee Bastian noted that if the District moves to two meetings per month, it will be important to assess the cost implications, including the potential need for additional staff support.

Trustee Vogt supported reviewing staffing needs to accommodate two monthly meetings, recognizing the increased workload.

Superintendent Martinez invited Board members to submit any additional data requests as soon as possible, noting the short turnaround due to the upcoming Juneteenth holiday.

Board members requested information on meeting lengths during months with one versus two meetings, as well as previously provided data from periods when two monthly meetings were regularly held.

6. SCHEDULE Annual Organizational Meeting of the Twin Rivers Board of Trustees

This item was moved to the June 24, 2025, Board meeting pending approval of the Twin Rivers Unified School District Board Meeting Schedule.

Trustee Sandoval requested that a professional Parliamentarian preside over the upcoming organizational meeting. She formally motioned for this arrangement to be implemented.

Dr. Martinez explained that a Board roll call vote is not required for the motion and that a simple majority of four votes is sufficient for approval. He confirmed that the threshold was met and stated he would look into the request.

7. FIRST READING - Revised Board Policies

Board polices were presented for first reading and will be brought back for approval at the next meeting.

N. BOARD/SUPERINTENDENT COMMUNICATION

Trustee Sandoval requested that an item be agendized for the next Board meeting to consider the removal of Trustee Baker as the Board's representative to the California School Boards Association (CSBA). She clarified that the item is intended for a vote, not discussion.

Trustee Baker clarified that he holds an elected CSBA regional position, not one appointed by the Board, and noted the District no longer qualifies for an automatic seat.

O. BOARD COMMENTS

Trustee Sandoval shared highlights from recent school events, including promotions at Smythe Middle School, Morey Avenue, Smythe Elementary, and Fairbanks. She praised strong parent participation and noted a group of Smythe students traveling to a robotics convention, where they are also learning life skills like travel preparation and safety. She commended the District's new initiative to provide potty training for transitional kindergarten (TK) students, calling it forward-thinking. She also celebrated three former Smythe Elementary students receiving $1,000 scholarships and shared an inspiring encounter with a Fairbanks 6th grader aspiring to become an attorney, who was already aware of Twin Rivers' dual enrollment opportunities. Trustee Sandoval expressed pride in the District's students and the quality of this year's promotion events.

Trustee Bastian reflected on a busy and meaningful end-of-year season, attending multiple kindergarten promotions, middle school ceremonies, and high school graduations. She

expressed gratitude for being part of students' journeys and praised the District for its impact on the community. She shared a personal moment overhearing a parent praise Twin Rivers while at the dentist's office, highlighting the District's positive influence. Trustee Bastian thanked staff for making graduation events special and expressed appreciation for the birthday wishes she received, noting her pride in spending her birthday with the Twin Rivers community.

Trustee Reichelt shared highlights from a busy few weeks attending open houses and promotions at various schools, including Hillsdale, Ridgepoint, Frontier, Foothill Oaks, Miles P. Richmond, and Allison. She expressed joy in seeing students' hard work and the pride of families during these events. She also attended high school graduations at CCAA, Highlands, and Foothill, as well as the adult education graduation at Miles P. Richmond, and several 8th grade promotions. Trustee Reichelt recounted a special moment where a local community member provided a $20,000 scholarship to a Highlands High student of color. Additionally, she attended the Madison Dual Language end-of-year presentation, where students delivered speeches in their second language about impactful global figures. She expressed pride in the students and appreciation for the District's efforts.

Trustee Vogt congratulated all graduates and shared her appreciation for attending various promotion and graduation ceremonies across grade levels. She acknowledged the excitement and support shown by students, families, and staff. Trustee Vogt also took a moment to recognize retiree Lisa Liss for her significant contributions to the District, including founding Project Dream, which positively impacted thousands of students through initiatives such as the shoe giveaway, the Band-Aid Project, and student trips. She praised Ms. Liss's lasting influence and dedication. Additionally, Trustee Vogt expressed gratitude to staff currently supporting summer programs and site operations, acknowledging their continued efforts to meet student needs.

Trustee Baker shared that he attended several graduation ceremonies, including those at Foothill, Highlands, Rio Linda, CCAA, and Pacific, and thanked District staff for their support in making the events successful. He and Trustee Vogt also attended the Madison Dual Language presentations and praised the student work. Trustee Baker reported on his attendance with Trustee Jefferson at the California School Boards Association (CSBA) Delegate Assembly in Sacramento. He thanked Trustee Vogt on behalf of the assembly for participating in recent advocacy efforts in Washington, D.C. He noted CSBA's support for several legislative items, including AB 1381 (educational workforce housing loans), AB 1021 (streamlining workforce housing), and AB 1224 (extending long-term substitute authorization). He also reminded Trustees about opportunities for student performers at the upcoming CSBA conference in Sacramento.

Trustee Jefferson shared highlights from several graduations, with a special focus on Grant High School's ceremony, which featured a new seating configuration and concluded with a drone show. She praised the layout of the students in the bleachers and parents on the field, and expressed appreciation for the display of elementary school flags representing Grant's feeder schools. She also attended the FC Joyce promotion, where staff honored their late principal with a butterfly release, commemorative student cords, and plans to plant memorial trees. Trustee Jefferson thanked all staff involved in organizing the graduation events.

Trustee Reichelt added that she and Trustee Baker attended the Foothill pool opening, which

had previously been a topic of controversy. She noted that the event was successful, with students enjoying themselves and the pool operating well.

President Elkarra shared that he would save his full remarks for the next meeting but expressed appreciation for attending several graduations alongside fellow Board members, highlighting Northlake's first 8th grade graduation as a small yet meaningful and historic event. He thanked everyone involved.

Superintendent Martinez expressed his appreciation to staff for staying late and supporting the meeting, especially with over 75 facilities projects currently in progress across school sites. He acknowledged that the evening included some passionate conversations and differing opinions, which are a natural part of working together as a governing team. He encouraged the Board to embrace respectful dialogue, reminding everyone that it's okay to disagree and that they'll move forward together with continued collaboration and shared purpose.

P. BOARD MEET IN SECOND CLOSED SESSION (If Needed)

A secon session was not needed.

Q. CLOSED SESSION

A second session was not needed.

R. RECONVENE IN PUBLIC SESSION

1. Report on Any Action Taken in Closed Session [Government Code Section 54957.1]

A second session was not needed.

2. Announcement of Next Meeting

The Board of Trustees is scheduled to meet again, unless otherwise announced and approved by the Board of Trustees, on Tuesday, June 24, 2025, for a Regular In-Person/Virtual School Board Meeting at 6:00 p.m. (closed session) and 6:30 p.m. (public session) to be held in person at 5115 Dudley Boulevard, Bay A, McClellan Park, CA 95652 and live stream on the Twin Rivers YouTube channel.

S. ADJOURN

There being no other business of the Board, President Elkarra adjourned the meeting at 10:38 p.m.

T. June 17, 2025, MULTILINGUAL AGENDA

NOTE: The agenda for the June 17, 2025, Regular and Virtual School Board meeting was posted and made available in English, Pashto, and Spanish.

Clerk of the Board

CICA - 7110

Regular and Virtual School Board Meeting
11/04/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

AGENDA

SCAN ME

Scan the above QR code with your phone to view this meeting agenda on your phone.

Virtual/Livestream Participation:

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In-Person Participation:

Members of the public may attend in-person and provide public comment by submitting a green public comment card by 6:00 P.M. for Closed Agenda Items and by 7:00 P.M. for Open Session items.

Please Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 566-1745 at least 24 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]

The board meeting agenda and supporting documents are available for review on the Twin Rivers Unified School District GAMUT Meetings website. An audio recording of board meetings may be made. Noted on the agenda are approximate times. The Board may adjust the time or sequence of agenda items during the meeting. Regular board meetings shall be adjourned by 10:30 P.M. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and subsequently may be adjourned to a later date (Board Bylaw 9323). Presentations will not be accepted from members of the public at board meetings without prior approval by the Superintendent or Board of Trustees.

Interpreter Services are available in Spanish at Board meetings upon request.

A. 6:00 P.M. CALL TO ORDER by the President

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA,

TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

6. Student Expulsion Cases #A7-26, #A8-26, #A9-26, #A10-26; Student Expulsion Extension Case #A30-25; Student Expulsion Readmissions Case #A28-24.(Education Code Sections 35146 & 48918)

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

D. CLOSED SESSION

E. 7:00 P.M. RECONVENE

1. Introduction of Interpreters

2. Report Action Taken During Closed Session

3. Board Action by Separate Vote – Student Expulsion Cases #A7-26, #A8-26, #A9-26, #A10-26; Student Expulsion Extension Case #A30-25; Student Expulsion Readmissions Case #A28-24.

4. Pledge of Allegiance Led by Trustee Rebecca Sandoval

5. PRESENT and APPROVE 2025-2026 Student Board Members and Administer Oath of Office

F. REPORTS

1. Student Board Members

2. Board President

3. Superintendent

G. RECOGNITION

1. PRESENT AND ADOPT Resolution No. 1564 in Recognition of National Native American Heritage Month - November 2025

2. PRESENT AND ADOPT Resolution No. 1565 in Recognition of National School Psychology Week - November 3 -7, 2025

H. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

I. CONSENT AGENDA

1. APPROVE October 21, 2025, Regular and Virtual School Board Meeting Minutes

2. APPROVE Routine Administrative Contracts $35,000 and Above

3. RATIFY Routine Administrative Contracts Below $35,000

4. APPROVE Routine Construction Contracts $35,000 and Above

5. APPROVE Out-of-State Travel and Overnight School-Sponsored Trips

6. APPROVE Auction/Disposal/Donation of Surplus Personal Property

7. RATIFY Purchase Order Board Report for October 2025

8. ADOPT Resolution No. 1566 Authorizing the Purchase of Technology Supplies, Equipment, and Services from Apple Inc. via OMNIA Agreement No. R241701

9. ADOPT Resolution No. 1567 Authorizing the Purchase of Gas Buses from A-Z Bus Sales, Inc. via Clovis Unified School District Agreement No. 2963

10. ADOPT Resolution No. 1568 Authorizing the Lease Leaseback Construction Services Delivery Method for the Pioneer TK-8 Portable Addition Project and Approving the Issuance of Request for Statements of Qualifications and Sealed Fee Proposals No. 26-011

11. APPROVE Appointment of the Citizens' Bond Oversight Committee

12. ADOPT Resolution No. 1574 Authorizing Submission of a Grant Application for the Career Technical Education Facilities Program for a Performance Training Center at Grant Union High School

13. REVISE Contract Awards for Certified Wellness Coach Services

J. ORAL COMMUNICATIONS - ORGANIZATIONS

1. Employee Organizations

K. ORAL COMMUNICATIONS - HEARING OF PUBLIC

L. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. PRESENT AND APPROVE Intent to Employ on the Basis of a Waiver

2. PRESENT and ADOPT Resolution No. 1571 Providing the Issuance and Sale of 2026 Refunding General Obligation Bonds in The Maximum Principal Amount of $115,000,000 in One or More Series to Refund Certain Outstanding District-Wide General Obligation Bonds and Refunding Bonds, and Approving all Related Documents and Official Actions Including Forms of Bond Purchase Agreement and Preliminary Official Statement

3. PRESENT and ADOPT Resolution No. 1572 Resolution Providing for the Issuance and Sale of 2026 Refunding General Obligation Bonds (Elementary Area) in the Maximum Principal Amount of $25,000,000 in One or More Series to Refund Certain Outstanding General Obligation Refunding Bonds of the Elementary Area, and Approving All Related Documents and Official Actions Including Forms of Bond Purchase Agreement and Preliminary Official Statement

4. PRESENT AND APPROVE Issuance of a Notice of Intent to Revoke the Charter of California Innovative Career Academy Charter School of the Highlands Community Charter and Technical Schools

5. PRESENT AND APPROVE Issuance of a Notice of Intent to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools

6. FIRST READING - Revised Board Policies

7. ADOPT Resolution No. 1573 To Pay Absent Board Member Rebecca Sandoval

M. BOARD/SUPERINTENDENT COMMUNICATION

N. BOARD COMMENTS

O. BOARD MEET IN SECOND CLOSED SESSION (If Needed)

P. CLOSED SESSION

Q. RECONVENE IN PUBLIC SESSION

1. Report on Any Action Taken in Closed Session [Government Code Section 54957.1]

2. Announcement of Next Meeting

R. ADJOURN

S. November 4, 2025, MULTILINGUAL AGENDA

CICA - 7115
Regular and Virtual School Board Meeting
11/04/2025 - 06:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

MEETING MINUTES

SCAN ME

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Attendance

Voting Members
Christine Jefferson, Board President
Rebecca Sandoval, Board Vice President

Sascha Vogt, Clerk
Michael Baker, Board Member
Stacey Bastian, Board Member
Sharon Reichelt, Board Member

Administration Present: Steve Martinez, Ed. D., Superintendent; Gina Carreon, J. D., Human Resources Official; Ryan DiGiulio, Chief Business Official; Maci Bernard, Associate Superintendent, School Leadership.

A. 6:00 P.M. CALL TO ORDER by the President

President Christine Jefferson called the Regular and Virtual School Board meeting to order at 6:00 p.m.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Trustee Sascha Vogt announced the Closed Session items as follows:

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

6. Student Expulsion Cases #A7-26, #A8-26, #A9-26, #A10-26; Student Expulsion Extension Case #A30-25; Student Expulsion Readmissions Case #A28-24.(Education Code Sections 35146 & 48918)

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

President Jefferson provided an opportunity for speakers under this agenda item prior to the Closed Session.

[redacted], parent, addressed the Board under agenda item B.3 and expressed concerns regarding her son.

D. CLOSED SESSION

President Jefferson recessed the Open Session at 6:03 p.m., at which time the Board convened in Closed Session.

E. 7:00 P.M. RECONVENE

President Jefferson reconvened the Open Session at 7:08 p.m.

1. Introduction of Interpreters

The following interpreter introduced themselves: Jenny Jimenez.

2. Report Action Taken During Closed Session

Trustee Vogt announced that no reportable actions were taken during the Closed Session.

3. Board Action by Separate Vote – Student Expulsion Cases #A7-26, #A8-26, #A9-26, #A10-26; Student Expulsion Extension Case #A30-25; Student Expulsion Readmissions Case #A28-24.

A motion was made to approve Student Expulsion Case #A7-26

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

A motion was made to approve Student Expulsion Case #A8-26

Motion made by: Michael Baker
Seconded by: Rebecca Sandoval
Christine Jefferson: Yes
Rebecca Sandoval: Yes
Sascha Vogt: No
Michael Baker: Yes
Stacey Bastian: Yes
Sharon Reichelt: Yes

Motion passed by majority vote: 5 - Yes, 1 - No, 0 - Abstain, 1 - Absent

A motion was made to approve Student Expulsion Case #A9-26

Motion made by: Michael Baker
Seconded by: Rebecca Sandoval

Christine Jefferson: Yes
Rebecca Sandoval: Yes
Sascha Vogt: Yes
Michael Baker: Yes
Stacey Bastian: Yes
Sharon Reichelt: Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

A motion was made to approve Student Expulsion Case #A10-26

Motion made by: Rebecca Sandoval
Seconded by: Michael Baker
Christine Jefferson: Yes
Rebecca Sandoval: Yes
Sascha Vogt: No
Michael Baker: Yes
Stacey Bastian: Yes
Sharon Reichelt: Yes

Motion passed by majority vote: 5 - Yes, 1 - No, 0 - Abstain, 1 - Absent

A motion was made to approve Student Expulsion Extension Case #A30-25

Motion made by: Michael Baker
Seconded by: Rebecca Sandoval
Christine Jefferson: Yes
Rebecca Sandoval: Yes
Sascha Vogt: Yes
Michael Baker: Yes
Stacey Bastian: Yes
Sharon Reichelt: Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

A motion was made to approve Student Expulsion Readmission Case #A28-24

Motion made by: Michael Baker
Seconded by: Rebecca Sandoval
Christine Jefferson: Yes
Rebecca Sandoval: Yes
Sascha Vogt: Yes
Michael Baker: Yes
Stacey Bastian: Yes
Sharon Reichelt: Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

4. Pledge of Allegiance Led by Trustee Rebecca Sandoval

Trustee Sandoval led the Pledge of Allegiance.

5. PRESENT and APPROVE 2025-2026 Student Board Members and Administer Oath of Office

A motion was made to approve the 2025-2026 Student Board Members and Administer the Oath of Office

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6- Yes, 0- No, 0- Abstain, 1 - Absent

President Jefferson administered the Oath of Office to serve one term, effective November 4, 2025, through June 2026, to the following students:

- [redacted] - Creative Connections Arts Academy 7-12
- [redacted] - Foothill High School
- [redacted] - Grant High School
- [redacted] - Highlands High School
- [redacted] - Rio Linda High School

President Jefferson congratulated and welcomed the Student Board members.

Two students will be seated at the Dias at every regular Board meeting on a rotating basis.

F. REPORTS

1. Student Board Members

[redacted], Student Board Member, Grant High School, reported on the first quarter of the 2025–26 school year. [redacted] also shared that he will be the first student at Grant to earn two associate degrees when he graduates in the spring. He highlighted strong school spirit, student engagement, and support for clubs and extracurricular activities. Athletics achievements included the girls' flag football team's first playoff appearance and the football team's advancement in the playoffs. [redacted] also announced the launch of the "Pacer Closet," providing students with essential items. He emphasized the ASB's commitment to fostering a supportive, inclusive, and proud school community.

[redacted], Student Board Member, Foothill High School, highlighted his dual role as a student athlete and CTE sports medicine participant, noting he will graduate with an

associate's degree. [redacted] shared that KCRA 3 visited Foothill High on the first day of school, and the senior sunrise. He reported on fall activities, including Club Rush, Rio Linda Rivalry Spirit Week, and a board game-themed homecoming with a parade, football game, and dance, emphasizing strong student engagement and school spirit.

[redacted], Student Board Member, Rio Linda High School, highlighted events including freshman orientation, multiple Spirit Weeks, the Elkhorn Classic victory, and Homecoming celebrations. FFA hosted several community events, such as the Splash Bash, Fiesta at the Farm, and the upcoming Tri-Tip Dinner. The school also held College Night to support seniors with financial aid applications and will host its annual blood drive in November. Many fall sports teams made it to the playoffs, and one girls' golf player advanced to the Masters.

[redacted], Student Board Member, Highlands High School, highlighted a strong start to the year, hosting events such as Red Ribbon Week, Homecoming, and themed football games. The school organized clothing drives and cultural awareness campaigns and saw great participation in the Halloween Carnival. Current efforts highlight men's mental health and Native American heritage, with upcoming activities including a Movember contest and a pep rally celebrating the football team's postseason. [redacted] also noted that 98% of students are now registered on Minga.

[redacted], Student Board Member, Creative Connections Arts Academy, shared that CCAA's leadership team has had an active start to the year, supporting students through events like the Halloween Carnival, the school's first homecoming, and a successful fall play. Community drives for canned food and diapers have provided support for families in need, and the upcoming Craft Fair will raise funds for class activities and school programs.

2. Board President

3. Superintendent

G. RECOGNITION

1. PRESENT AND ADOPT Resolution No. 1564 in Recognition of National Native American Heritage Month - November 2025

A motion was made to adopt Resolution No. 1564 in Recognition of National Native American Heritage Month - November 2025.

Motion made by: Michael Baker
Motion seconded by: Sascha Vogt
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 -No, 0 - Abstain, 1 - Absent

Trustee Sandoval read Resolution No. 1564 in Recognition of National Native American Heritage Month - November 2025.

2. PRESENT AND ADOPT Resolution No. 1565 in Recognition of National School Psychology Week - November 3 -7, 2025

A motion was made to adopt Resolution No. 1565 in Recognition of National School Psychology Week - November 3-7, 2025.

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6- Yes, 0 - No, 0 - Abstain, 1 - Absent.

Trustee Vogt read Resolution No. 1565 in Recognition of National School Psychology Week - November 3-7, 2025.

H. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

A motion was made to approve the Personnel Recommendations

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

I. CONSENT AGENDA

A motion was made to approve the Consent Agenda

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:

Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

1. APPROVE October 21, 2025, Regular and Virtual School Board Meeting Minutes

2. APPROVE Routine Administrative Contracts $35,000 and Above

3. RATIFY Routine Administrative Contracts Below $35,000

4. APPROVE Routine Construction Contracts $35,000 and Above

5. APPROVE Out-of-State Travel and Overnight School-Sponsored Trips

6. APPROVE Auction/Disposal/Donation of Surplus Personal Property

7. RATIFY Purchase Order Board Report for October 2025

8. ADOPT Resolution No. 1566 Authorizing the Purchase of Technology Supplies, Equipment, and Services from Apple Inc. via OMNIA Agreement No. R241701

9. ADOPT Resolution No. 1567 Authorizing the Purchase of Gas Buses from A-Z Bus Sales, Inc. via Clovis Unified School District Agreement No. 2963

10. ADOPT Resolution No. 1568 Authorizing the Lease Leaseback Construction Services Delivery Method for the Pioneer TK-8 Portable Addition Project and Approving the Issuance of Request for Statements of Qualifications and Sealed Fee Proposals No. 26-011

11. APPROVE Appointment of the Citizens' Bond Oversight Committee

12. ADOPT Resolution No. 1574 Authorizing Submission of a Grant Application for the Career Technical Education Facilities Program for a Performance Training Center at Grant Union High School

13. REVISE Contract Awards for Certified Wellness Coach Services

J. ORAL COMMUNICATIONS - ORGANIZATIONS

1. Employee Organizations

Brittoni Ward, TRUE President, expressed concern regarding negotiations. She urged the District to invest in staff as an investment in students and affirmed the union's commitment

to continued advocacy for improved schools and working conditions.

K. ORAL COMMUNICATIONS - HEARING OF PUBLIC

Anthony LaRue, TRUE member, shared a story and urged the district for greater support and policies that reflect teachers' work.

Julieanne Neal, TRUE member, expressed the need for fair negotiations and a contract to support students and staff.

Sarah Cavalari, TRUE Vice President, urged the Board to prioritize fair compensation for quality education for all students.

Tom Nelson, Vice President of Leadership for 3rd District PTA, expressed appreciation to last year's PTA officers at Regency Park Elementary for their integrity in managing funds appropriately. It was noted that Regency Park may not continue to have a PTA, and the 3rd District PTA will implement the will of the school's members, ensuring funds are used as intended by the original PTA members.

L. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. PRESENT AND APPROVE Intent to Employ on the Basis of a Waiver

A motion was made to approve the Intent to Employ on the Basis of a Waiver

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

2. PRESENT and ADOPT Resolution No. 1571 Providing the Issuance and Sale of 2026 Refunding General Obligation Bonds in The Maximum Principal Amount of $115,000,000 in One or More Series to Refund Certain Outstanding District-Wide General Obligation Bonds and Refunding Bonds, and Approving all Related Documents and Official Actions Including Forms of Bond Purchase Agreement and Preliminary Official Statement

A motion was made to adopt Resolution No. 1571 Providing the Issuance and Sale of 2026 Refunding General Obligations Bonds in the Maximum Principal Amount of $115,000,000 in the one or More Series to Refund Certain Outstanding District-wide General Obligation Bonds and Refunding Bonds, and approving all Related Documents and Official Actions, Including Forms of Bond purchase agreement and Preliminary Official Statement

Motion made by: Rebecca Sandoval

Motion seconded by: Michael Baker
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

3. PRESENT and ADOPT Resolution No. 1572 Resolution Providing for the Issuance and Sale of 2026 Refunding General Obligation Bonds (Elementary Area) in the Maximum Principal Amount of $25,000,000 in One or More Series to Refund Certain Outstanding General Obligation Refunding Bonds of the Elementary Area, and Approving All Related Documents and Official Actions Including Forms of Bond Purchase Agreement and Preliminary Official Statement

A motion was made to adopt Resolution No, 1572 Resolution Providing for the Issuance and Sale of 2006 Refunding Obligation Bonds (Elementary Area) in the Maximum Principal Amount of $25,000,000 in One or More Series to Refund Certain Outstanding General Obligation Refunding Bonds of the Elementary Area, and Approving all Related Documents and Official Actions Including Forms of Bond Purchase Agreement and Preliminary Official Statement

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

4. PRESENT AND APPROVE Issuance of a Notice of Intent to Revoke the Charter of California Innovative Career Academy Charter School of the Highlands Community Charter and Technical Schools

A motion was made to approve Issuance of a Notice of Intent to Revoke the Charter of California Innovative Career Academy Charter School of the Highlands Community Charter and Technical Schools.

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes

Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

Board President Jefferson emphasized the importance of acting based on duty and compliance rather than emotion when trust or governance is in question. She acknowledged the efforts of Highlands and Twin Rivers staff to address issues and commended their ongoing work. She reaffirmed that the Board's responsibility is to ensure all schools under the Twin Rivers umbrella, whether district or charter, operate as responsible stewards of public resources and remain committed to equitable, lawful, and high-quality education. However, she noted that violations still exist.

Trustee Baker commented that Highlands Community Charter had been issued several violations and remains out of compliance. The school will be given additional time to correct these violations or provide demonstrative evidence of progress toward compliance. He noted that the process allows multiple opportunities for Highlands to address the issues through detailed plans and documented steps toward resolution.

Trustee Vogt sought clarification on Highlands Community Charter operations at sites and the use of WIOA funds. She emphasized the importance of maintaining a structured oversight process for Highlands, and stated her priorities are clear, to make sure every school is in compliance with the law, and using public dollars responsibly.

Jonathan Raymond, Executive Director of Highlands Community Charters and Technical Schools, acknowledged past leadership mistakes but emphasized ongoing improvements at Highlands. He urged the Board to consider what is in the best interest of students.

[redacted], Highlands alumnus, shared her personal story of how she earned her diploma at Highlands. She urged the Board to allow Highlands to continue operating, and emphasized the importance of adult learners seeking a second chance.

Jazmine Aduawa, representing the Sacramento Asian Pacific Chamber of Commerce, urged the District to allow Highlands to continue operating with clear milestones and regular progress overviews, so their transformation can be fully realized.

Metwali Amir, Professor Emeritus at California State University, Sacramento, asked the Board to give Highlands a chance to continue its progress.

[redacted], a Seta student, shared his experience after immigrating to the U.S. one year ago. He stated the school offers adult learners opportunities to earn diplomas, pursue college, and support their families. He urged support for the school as it transforms lives and strengthens the community.

Sky Fuller, teacher, described how engaged parents help improve student achievement and community connection. She urged the Board to continue supporting these educational

partnerships that foster lifelong learning and success.

[redacted], a student, urged continued support for Highlands and its positive impact on students and the community.

Jonathan Leggett, teacher, asked the District to support Highlands and keep the promise of self-improvement, the promise of opportunity, and the promise of a second chance alive in the community.

Bill Knowlton, Executive Director of the Mack Road Partnership and Reimagine Mack Road Foundation, partner with Highlands Charter, requested the District make the right decision, and judge fairly.

5. PRESENT AND APPROVE Issuance of a Notice of Intent to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools

A motion was made to approve Issuance of a Notice of Intent to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools.

Motion made by: Michael Baker
Motion seconded by: Stacey Bastian
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 - No, 0 - Abstain, 1 - Absent

Trustee Vogt clarified overlapping violations between CICA and Highlands Community Charter, noting minor differences and that the school is appealing some findings to JLAC.

Trustee Baker commented on the amount of time and resources that have been taken away from Twin Rivers students to focus on the charter school.

Trustee Bastian clarified what the Board was voting on the process of the timelines.

David Lueck, co-CEO, Charter Impact, emphasized Highlands' vital role in providing adult education, workforce skills, and family support in Sacramento, urged the Board to recognize the school's progress and allow it to continue its work.

The Right Reverend Megan Traquair, Episcopal Bishop for the Diocese of Northern California, expressed support for Highlands School, and urged the board to balance accountability with the time needed for the school to continue its growth and fulfill its mission.

[redacted], a parent and student, shared her personal testimony about the impact of Highlands School, urging the Board to consider the profound impact their decisions have on families like hers.

Naimatullah Sultani, site manager for Lao Family, urged the Board to give Highlands a second chance, and work together to keep essential educational opportunities accessible.

Dr. Teresa Cummings, Chief Operating Officer for Highlands, expressed concerns with the current timeline and requested that the Board either delay the vote or move up consideration of the material revisions to allow Highlands to demonstrate compliance and continue serving students and families.

Dean Bodholdt, teacher, highlighted that Highlands is more than a school. It is a community where adult learners rebuild their futures through equity, care, and opportunity.

Patrick Kennedy, Sacramento County Supervisor in District 2, emphasized Highlands Charter School's vital role in serving refugees, English learners, and jobseekers through community partnerships and workforce programs. He acknowledged past issues but urged the Board to consider recent improvements and give the school more time to continue supporting vulnerable students and families.

Jennifer Lopez, community member, urged the Board to adjust the timeline to allow proper review and correction, emphasizing that oversight can continue without immediate closure.

Vlad Kirgiz, community member, acknowledged past financial and organizational issues with Highlands, but urged patience and continued support to allow time for necessary improvements.

Sharon Rocco, community member, requested the Board adjust timelines for Highlands' compliance efforts, noting the school has taken all possible actions to resolve issues, including those at the Marysville and San Diego sites, and will continue providing progress updates.

[redacted], a student, urged the District to keep the doors of Highlands open for more students to come.

[redacted], a student, urged the District not to close Highlands Charter School.

[redacted], a student, expressed gratitude and thanked the program at Highlands for giving her a second chance and helping her rebuild confidence and hope for the future.

6. FIRST READING - Revised Board Policies

President Jefferson announced the first reading of revised Board policies and instructed Trustees to review the policies and contact Ms. Flores with any questions or edits. The policies will return to the next meeting for approval.

7. ADOPT Resolution No. 1573 To Pay Absent Board Member Rebecca Sandoval

A motion was made to adopt Resolution No. 1573 to pay absent Board member Rebecca Sandoval

Motion made by: Michael Baker
Motion seconded by: Sascha Vogt
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 6 - Yes, 0 No, 0 - Abstain, 1 - Absent

M. BOARD/SUPERINTENDENT COMMUNICATION

N. BOARD COMMENTS

Trustee Baker shared that it's been a difficult week for the Twin Rivers community following the loss of three respected individuals. Grounds Supervisor Paul Torgerson, passed away earlier in the week, followed by the passing of dedicated District parent and community advocate [redacted], who was actively involved in efforts to keep Sierra View open. Most recently, the District learned of the passing of Amy Findlay, Vice President of the Foothill Farms Neighborhood Association, paraeducator at Foothill Oaks Elementary, and long-time community member and leader. He requested that the meeting close in memory of Paul Torgerson, [redacted], and Amy Findlay.

Trustee Reichelt reported she attended several school and district events, including an after-school talent show at Foothill Oaks where students enthusiastically showcased their talents, primarily through dance, for their peers and families. She also attended the Harvest Festival at Woodridge, which saw strong family participation and community engagement. Additionally, she visited the Career Technical Education Fair, noting the enthusiasm of high school students presenting programs to future freshmen and the excitement of eighth graders exploring opportunities available in high school.

Trustee Bastian expressed heartfelt condolences to the families of Amy Findlay, [redacted], and Paul Torgerson, recognizing their dedication and lasting impact on the Twin Rivers community. She also shared personal gratitude to colleagues, staff, and community members for their support following an accident involving her son, thanking everyone for their prayers, visits, and compassion during this difficult time. She shared that she attended several District trunk-or-treat and harvest festival events, commending staff and administrators for creating joyful experiences for students. Additionally, she expressed community concerns about hexavalent chromium in the water within the Walerga–Elverta area and thanked District staff for collaborating with the local water district to find solutions. She concluded with a message of gratitude and a reminder to appreciate one another and every moment shared.

Trustee Vogt expressed condolences for the recent losses within the District and thanked staff for supporting colleagues and families during this difficult time. Appreciation was given to employees who work behind the scenes to keep school operations running smoothly and to those who provide ongoing care and resources to families in need. She commended Nutrition Services and leadership for ensuring families continue to receive support during school breaks.

Trustee Sandoval acknowledged the District's response to the recent SNAP benefits cut by providing food support to affected families, noting community appreciation for these efforts. She also emphasized the ongoing collaboration to address District issues and highlighted a recent partnership with the Aztec dance community to support Dia de los Muertos ceremonies at Rio Linda High School. These efforts not only involve students in creating floral arrangements but also teach respect and cultural traditions, ensuring the continuation of important community practices.

President Christine Jefferson reflected on a busy October, attending numerous Trunk or Treat events and harvest festivals across the District, including Kohler, Babcock, Castori, and Village, where large numbers of families, including those from low-income backgrounds, participated. She shared that the "Mystery Machine," affectionately called the Happiness Van, brought joy to attendees and documented some moments on her social media. She confirmed that the Board meeting closed in memory of [redacted], Amy Findlay, and Paul Torgerson.

O. BOARD MEET IN SECOND CLOSED SESSION (If Needed)

P. CLOSED SESSION

Q. RECONVENE IN PUBLIC SESSION

1. Report on Any Action Taken in Closed Session [Government Code Section 54957.1]

2. Announcement of Next Meeting

The Board of Trustees is scheduled to meet again, unless otherwise announced and approved by the Board of Trustees, on Tuesday, December 9, 2025, for a Regular In-Person/Virtual School Board Meeting at 6:00 p.m. (closed session) and 6:30 p.m. (public session) to be held in person at 5115 Dudley Boulevard, Bay A, McClellan Park, CA 95652 and live stream on the Twin Rivers YouTube channel.

R. ADJOURN

There being no further business before the Board, President Jefferson adjourned the meeting at 9:49 p.m. in memory of Amy Findley, Paul Torgerson, and [redacted], valued members of the Twin Rivers Unified School District community.

S. November 4, 2025, MULTILINGUAL AGENDA

NOTE: The agenda for the November 4, 2025 Regular and Virtual School Board meeting was posted and provided in English and Spanish.

Clerk of the Board

CICA - 7131

Special and Virtual School Board Meeting
12/02/2025 - 05:30 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

AGENDA

Virtual/Livestream Participation:

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In-Person Participation:

Members of the public may attend in-person and provide public comment on agenda items listed on the Special Board Meeting agenda by submitting a green public comment card by 5:30 P.M. for Closed Session and by 6:00 P.M. for Open Session items.

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Interpreter Services are available in Spanish at Board meetings upon request.

A. 5:30 P.M. CALL TO ORDER by the President

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

D. CLOSED SESSION

E. 6:00 P.M. RECONVENE

1. Introduction of Interpreters

2. Report Action Taken During Closed Session

3. Pledge of Allegiance Led by Trustee Sharon Reichelt

F. CONSENT AGENDA

1. ADOPT Resolution No. 1584 Declaring the Need for and Authorizing Emergency Repairs to the Grant Union High School (Main Campus) Sewer Pipe

G. HEARING OF PUBLIC (If Needed)

1. PUBLIC HEARING for the Material Revision of the Highlands Community Charter School's Charter of Highlands Community Charter and Technical Schools

2. PUBLIC HEARING for the Material Revision of the California Innovative Career Academy's Charter of Highlands Community Charter and Technical Schools

3. PUBLIC HEARING - Revocation of the Highlands Community Charter School Charter Operated by Highlands Community Charter and Technical Schools

4. PUBLIC HEARING - Revocation of the California Innovative Career Academy Charter Operated by Highlands Community Charter and Technical Schools

H. ANNOUNCEMENT OF NEXT MEETING

I. ADJOURN

J. December 2, 2025, MULTILINGUAL AGENDA

Special and Virtual School Board Meeting
12/02/2025 - 05:30 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

MEETING MINUTES

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Interpreter Services are available in Spanish at Board meetings upon request.

Attendance

Voting Members
Christine Jefferson, Board President
Rebecca Sandoval, Board Vice President
Sascha Vogt, Clerk
Michael Baker, Board Member
Stacey Bastian, Board Member
Basim Elkarra, Board Member
Sharon Reichelt, Board Member

Administration Present: Steve Martinez, Ed. D., Superintendent; Gina Carreon, J. D., Human Resources

Official; Ryan DiGiulio, Chief Business Official; Maci Bernard, Associate Superintendent, School Leadership.

A. 5:30 P.M. CALL TO ORDER by the President

Board President, Christine Jefferson called the Special and Virtual School Board Meeting to order at 5:31 p.m.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Trustee Basim Elkarra announced the Closed Session Items listed on the agenda as follows:

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

President Jefferson provided an opportunity for speakers to address the Board under this agenda item prior to the Closed Session. Trustee Elkarra announced that no speakers were present to address the Board.

D. CLOSED SESSION

President Jefferson recessed the Open Session at 5:31 p.m., at which time the Board convened in Closed Session.

E. 6:00 P.M. RECONVENE

President Jefferson reconvened the Open Session at 6:07 p.m.

1. Introduction of Interpreters

The following interpreters introduced themselves: Laura Orozco, Spanish Interpreter.

2. Report Action Taken During Closed Session

Trustee Sascha Vogt announced that no reportable action items were taken during the Closed Session.

3. Pledge of Allegiance Led by Trustee Sharon Reichelt

Trustee Reichelt led the Pledge of Allegiance.

F. CONSENT AGENDA

1. ADOPT Resolution No. 1584 Declaring the Need for and Authorizing Emergency Repairs to the Grant Union High School (Main Campus) Sewer Pipe

A motion was made to adopt Resolution No. 1584 Declaring the Need for and Authorizing Emergency Repairs to the Grant Union High School (Main Campus) Sewer Pipe

Motion made by: Michael Baker
Motion seconded by: Basim Elkarra
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Vote Not Recorded
Michael Baker - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

G. HEARING OF PUBLIC (If Needed)

1. PUBLIC HEARING for the Material Revision of the Highlands Community Charter School's Charter of Highlands Community Charter and Technical Schools

Ryan DiGiulio explained the process for the material revision requests and noted that the Board would not take action at this meeting. He reported that Highlands submitted a material revision request on October 10th to address charter violations for serving unauthorized grade levels and operating at unauthorized locations. HCCS proposed to serve grades 9 through 12 and reduce operations to 14 sites. Representatives from HCCS presented on the proposed changes. Board action is anticipated for the January 13, 2026 regular board meeting.

President Jefferson called the Public Hearing at 6:00 p.m.

Jonathan Raymond, Executive Director, presented a material revision request for Highlands Community Charter Schools (HCCS), seeking approval to operate at 17 locations throughout Sacramento County, consisting of 14 student-serving sites and 3 administrative support locations. He requested approval to remove grades 1 and 2 and add grades 9, 10, and 11 to better meet student needs as requested by TRUSD, restructuring the current credit-based system (grades 9, 10, and 12) into four distinct grade levels with grade 11 serving students

with 101-149 credits. Mr. Jonathan explained that implementation would include creating grade 11 in PowerSchool, modifying the master schedule, contracting with Charter Impact for transition support, and implementing CAASPP testing for grade 11 students, while if the revision is not approved, HCCS would implement alternative actions by Spring 2026 including moving current grades 9 and 10 students to grade 12 and creating grades 1 and 2. He highlighted new program offerings including Digital Literacy, Personal Finance, Real Estate, Microsoft Certifications, Culinary, Medical Services, and Early Childhood Education, and reported that HCCS has updated credential qualifications to implement single-subject credentials rather than adult credentials and has implemented curriculum and assessment improvements as recommended by TRUSD, including CAST and CAASPP testing, SAVVAS curriculum aligned to Common Core State Standards, Professional Learning Communities, and 15 days of professional development for academic staff throughout the school year.

Trustee Vogt announced that one public comment.

Laura Kerr, representing the Charter School Development Center, spoke in support of Highlands Community Charter Schools, providing support of Executive Director Jonathan Raymond and his team based on her previous collaborative work with them at Sacramento City Unified. Ms. Kerr urged the Board to approve the material revision and deny the revocation.

President Jefferson closed the Public Hearing at 7:27 p.m.

2. PUBLIC HEARING for the Material Revision of the California Innovative Career Academy's Charter of Highlands Community Charter and Technical Schools

President Jefferson called the Public Hearing at 7:29 p.m.

Melissa Robertson, Director of Accountability and Assessment presented a material revision request for California Innovative Career Academy (CICA), seeking approval to operate at 17 locations throughout Sacramento County consisting of 14 student-serving sites and 3 administrative support locations. Ms. Robertson requested approval to add grade 11 to the current structure of grades 9, 10, and 12, creating four distinct grade levels based on credit accumulation (grade 9: 0-50 credits, grade 10: 51-100 credits, grade 11: 101-149 credits, grade 12: 150-180 credits), with implementation including creating grade 11 in PowerSchool, modifying the master schedule, contracting with Charter Impact for transition support, and implementing CAASPP testing for grade 11 students. She stated that if the material revision is not approved, CICA will conform to the existing charter and MOU sites by Spring 2026 and continue offering grades 9, 10, and 12. Ms. Robertson highlighted new program offerings including Digital Literacy and Multimedia, Medical Services, Microsoft Office Specialist Certification, Personal Finance, Real Estate, Culinary Arts, and Early Childhood Education, and reported that CICA has updated credential qualifications to utilize K-12 credentials rather than adult credentials and has implemented CAST and CAASPP testing, SAVA's curriculum aligned to Common Core State Standards, Professional Learning Communities, and 15 days of professional development for academic staff.

There were no public comments.

President Jefferson closed the Public Hearing at 7:39 p.m.

3. PUBLIC HEARING - Revocation of the Highlands Community Charter School Charter Operated by Highlands Community Charter and Technical Schools

President Jefferson called the Public Hearing at 7:41 p.m.

Melissa Robertson, Director of Accountability and Assessment, presented the school's response to the Notice of Intent to Revoke the charter for Highlands Community Charter School (HCCS), expressing appreciation for District staff's collaboration and outlining significant reforms already implemented including changing the board, administrative team, over 100 policies and procedures, auditor, legal counsel, bringing in a charter school business firm for validation, replacing teachers with adult education credentials, and consolidating operations in Sacramento County. Ms. Robertson addressed each violation, reporting that HCCTS Board approved a material revision on September 18, 2025, to modify grade levels and consolidate sites (submitted to TRUSD September 26, 2025), with lease agreements provided November 20, 2025; submitted drafts of the 2023-24 Eide Bailly audit on May 12 and October 10, 2025, with full correspondence provided October 26 and 31, 2025, and outlined settlement options to resolve state audit concerns; implemented a five-period bell schedule effective August 14, 2025, providing 65,889 instructional minutes exceeding the 64,800 minimum requirement by 1,089 minutes, with reduced class sizes capped at 30 students; corrected credential assignments and partnered with University of Massachusetts to ensure proper teacher credentials; discontinued truck driving program partnerships on January 14, 2025, with all related employees laid off June 30, 2025, and program not reopened for 2025-26 school year; terminated the Marysville lease on November 30, 2024, with final buyout of $31,579.80 completed January 21, 2025, resulting in $88,316 savings; and terminated the San Diego lease with final documentation provided to TRUSD November 18, 2025.

There were no public comments.

President Jefferson closed the Public Hearing at 8:00 p.m.

4. PUBLIC HEARING - Revocation of the California Innovative Career Academy Charter Operated by Highlands Community Charter and Technical Schools

President Jeffeson called the Public Hearing at 8:02 p.m.

Teresa Cummins, Deputy Director, presented the school's response to the Notice of Intent to Revoke the charter for California Innovative Career Academy (CICA), addressing each violation. Ms. Cummins reported that CICA is currently serving students in grades 9, 10, and 12, and is proposing to add grade 11 as reflected in the material revision submitted to TRUSD on September 26, 2025, which would restructure the credit-based system into four distinct grade levels, and if not approved, CICA will continue offering grades 9, 10, and 12. She stated that CICA prepared a material revision on September 18, 2025, listing all student

sites reflecting operations only in Sacramento County at fewer sites due to declining enrollment, submitted to TRUSD September 26, 2025, and if not approved, CICA will operate at locations outlined in MOU Amendment No. 3 executed January 23, 2024. Ms. Cummins reported that CICA provided drafts of the 2023-24 audit on May 12 and October 10, 2025, with full correspondence provided October 31, 2025; created an assigned work record form and process for independent study where credentialed teachers verify student work and assign time values, with evidence including SAVVAS pacing guides, training materials, and Master Agreement trainings in multiple languages submitted September 26, 2025; resolved credential assignments with verification built into staffing work; discontinued truck driving program partnerships on January 14, 2025, with all related employees laid off June 30, 2025, and program not reopened for 2025-26 school year; and terminated the San Diego lease with final documentation provided to TRUSD November 18, 2025.

There were no public comments.

President Jefferson closed the Public Hearing at 8:17 p.m.

H. ANNOUNCEMENT OF NEXT MEETING

The Board of Trustees is scheduled to meet again, unless otherwise announced and approved by the Board of Trustees, on Tuesday, December 9, 2025, for a Regular In-Person/Virtual School Board Meeting at 6:00 p.m. (closed session) and 7:00 p.m. (public session) to be held in person at 5115 Dudley Boulevard, Bay A, McClellan Park, CA 95652 and live stream on the Twin Rivers YouTube channel.

I. ADJOURN

There being no other business of the Board, President Jefferson adjourned the meeting at 8:17 p.m.

J. December 2, 2025, MULTILINGUAL AGENDA

NOTE: The agenda for the December 2, 2025, Special and Virtual School Board meeting was posted and provided in English and Spanish.

_____

Clerk of the Board

CICA - 7140
Special and Virtual School Board Meeting
01/27/2026 - 05:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

AGENDA

SCAN ME

Scan the above QR code with your phone to view this meeting agenda on your phone.

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Translations of board meetings or interpretations at board meetings will be provided by qualified interpreters and are available upon request. To request these translation/interpretation services, please contact the English Learner Services Department at (916) 566-1600, ext. 33419.

A. 5:00 P.M. CALL TO ORDER by the President

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

D. CLOSED SESSION

E. 7:00 P.M. RECONVENE

1. Introduction of Interpreters

2. Report Action Taken During Closed Session

3. Pledge of Allegiance Led by Trustee Rebecca Sandoval

F. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON ITEMS LISTED ON THE SPECIAL AND VIRTUAL SCHOOL BOARD MEETING AGENDA

G. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

H. CONSENT AGENDA

1. APPROVE Out-of-State Travel and Overnight School-Sponsored Trips

2. APPROVE REVISED 2025 - 2026 Twin Rivers Unified School District Board Meeting Schedule

I. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. PRESENT AND APPROVE Issuance of a Final Decision Declining to Revoke the Charter of California Innovative Career Academy of Highlands Community Charter and Technical Schools.

2. PRESENT AND APPROVE Issuance of a Final Decision Declining to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools.

J. ANNOUNCEMENT OF NEXT MEETING

K. ADJOURN

L. January 27, 2026, MULTILINGUAL AGENDA

Special and Virtual School Board Meeting
01/27/2026 - 05:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

MEETING MINUTES

SCAN ME

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Translations of board meetings or interpretations at board meetings will be provided by qualified interpreters and are available upon request. To request these translation/interpretation services, please contact the English Learner Services Department at (916) 566-1600, ext. 33419.

Attendance

Voting Members

Christine Jefferson, Board President
Rebecca Sandoval, Board Vice President
Sascha Vogt, Clerk
Michael Baker, Board Member
Stacey Bastian, Board Member
Basim Elkarra, Board Member
Sharon Reichelt, Board Member

Administration Present: Steve Martinez, Ed. D., Superintendent, Gina Carreon, J.D., Chief Business Official, Ryan DiGiulio, Chief Business Official, Marci Bernard, Associate Superintendent, School Leadership.

A. 5:00 P.M. CALL TO ORDER by the President

President Christine Jefferson called the Special and Virtual School Board meeting at 5:04 p.m.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

Trustee Michael Baker announced the Closed Session items as follows:

1. Conference with Labor Negotiators [Government Code Section 54957.6] TRUE, CSEA, TRSPA, and Unrepresented Employees - Management, Confidential; Agency Negotiator: Superintendent – Possible Action

2. Public Employment/Appointment [Government Code Section 54957] Possible Action - a. Certificated Management, b. Classified Management

3. Public Employee Discipline/Dismissal/Release/Resignation [Government Code Section 54957] 1 Case – Possible Action

4. Legal Update - Pending Litigation - Significant Exposure to Litigation, Pursuant to Subdivision (d)(4) of Government Code Section 54956-9 - Possible Action - 1 Case

5. Legal Update - Existing Litigation - Pursuant to Subdivision (d)1 of Government Code Section 54956.9.

C. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON CLOSED SESSION ITEMS

President Jefferson provided an opportunity for speakers under this agenda item prior to the Closed Session.

Ninah Bhah commented under agenda item B.3 and expressed his concerns regarding discipline procedures.

D. CLOSED SESSION

President Jefferson recessed the Open Session at 5:08, at which time the Board convened in Closed Session.

E. 7:00 P.M. RECONVENE

President Jefferson reconvened the Open Session at 7:06 p.m.

1. Introduction of Interpreters

The following interpreters introduced themselves: Jenny Jimenez, Spanish interpreter, and Abdul Matin, Pashto interpreter.

2. Report Action Taken During Closed Session

Trustee Vogt announced that no reportable actions were taken during the Closed Session.

3. Pledge of Allegiance Led by Trustee Rebecca Sandoval

Trustee Rebecca Sandoval led the Pledge of Allegiance.

F. OPPORTUNITY FOR PUBLIC TO ADDRESS BOARD ON ITEMS LISTED ON THE SPECIAL AND VIRTUAL SCHOOL BOARD MEETING AGENDA

Trustee Jefferson provided an opportunity for speakers to address the Board on agenda items listed on the Special and Virtual School Board meeting agenda.

G. PERSONNEL RECOMMENDATIONS

1. APPROVE Personnel Recommendations

A motion was made to approve the Personnel Recommendations

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

H. CONSENT AGENDA

A motion was made to approve the Consent Agenda

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes

Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0- Absent

1. APPROVE Out-of-State Travel and Overnight School-Sponsored Trips

2. APPROVE REVISED 2025 - 2026 Twin Rivers Unified School District Board Meeting Schedule

I. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. PRESENT AND APPROVE Issuance of a Final Decision Declining to Revoke the Charter of California Innovative Career Academy of Highlands Community Charter and Technical Schools.

A motion was made to approve the Issuance of the Final Decision Declining to Revoke the Charter of California Innovative Career Academy of Highlands Community Charter and Technical Schools.

Motion made by: Basim Elkarra
Motion seconded by: Sharon Reichelt
Voting:
Christine Jefferson - No
Rebecca Sandoval - No
Sascha Vogt - No
Michael Baker - No
Stacey Bastian - No
Basim Elkarra - Yes
Sharon Reichelt - No

Motion failed by majority vote: 1 - Yes, 6 - No, 0 - Abstain, 0 - Absent

Ryan DiGiulio and William Schuetz, presented staff findings and recommendations regarding the revocation of the charter of California Innovative Career Academy (CICA), outlining the revocation process, which included the previous staff findings which determined CICA remedied one violation, but failed to refute or remedy to the District's satisfaction all of the violations identified in the Notice of Violation. The District's charter oversight responsibilities were reviewed and included a requirement to visit each site annually, monitoring compliance with required reports, monitoring the fiscal condition, and determining if any conditions for revocation exist. The grounds for revocation state that the District must find, through a showing of substantial evidence, that the charter school committed a violation of the charter or of law, failed to meet or pursue pupil outcomes, or failed to meet generally accepted accounting principles or engage in fiscal mismanagement. While staff findings presented to the Board during the November meeting determined that CICA failed to remedy or refute all violations to the District's satisfaction, this presentation provided an update based on a

review of additional information submitted by the charter after the conclusion of the remedy period, between October 1, 2025 and January 9, 2026. This review found that CICA has successfully refuted or remedied all violations; providing evidence that grade levels were approved in the original petition, submitting plans to return to authorized locations, submitting the overdue audit report with plans to change audit firms, improving credentialing practices, the implementation of attendance compliance monitoring systems, terminating external partnerships and the CTE Truck Driving program, and adopting or revising board policies to address fiscal mismanagement. District staff recommended that the Board decline to revoke the charter.

Trustee Elkarra inquired about the renewal for CICA and Highlands Community Charter school.

Ryan clarified that, their period ends at the end of June 2027, so the process will begin months before then, typically starting in the fall.

Trustee Elkarra inquired whether negotiations regarding the Settlement had already begun.

Ryan clarified that, they have had ongoing conversations with EAP, and they are awaiting the final process.

Trustee Elkarra, further inquired on the potential exposure liability to the District.

Ryan clarified that, based on the legal oversight provided, the District should not have exposure, though there could be potential liability if certain findings are made and the issue is not remedied.

Trustee Vogt inquired whether the material revisions presented on January 13th were the full extent of the information provided to the Board.

Ryan clarified that the material revisions addressed only the first two notices of violation and were proposed as a remedy, but since the Board did not approve them, they reverted to the prior charter to achieve compliance.

Trustee Vogt clarified that they were given a presentation on attendance minutes and policies to address the attendance issues identified by staff. She also inquired whether anything additional has been presented since then.

Ryan clarified that it's an ongoing obligation and that their plan has not been amended.

Sharilyn Warta, further clarified that for CICA, additional documentation and site visits demonstrated that attendance improvement plans were in place and being implemented, and based on this evidence, staff concluded that the issues had been remedied.

Jonathan Raymond, Executive Director for Highlands Charter Community and Technical Schools, acknowledged the challenges of the past two years. He expressed appreciation for the Board of Trustees, Superintendent Martinez, and staff, highlighting the positive outcome of building an open, collaborative partnership with the District. He emphasized his

commitment to running the organization with the highest standards of integrity while serving the community.

Teresa Cummings Chief Operating Officer thanked the Board, Superintendent Martinez, and Twin Rivers staff for their collaboration, professionalism, and thorough review of CICA's operations. She updated that CICA is now operating in the facilities outlined in MOU Amendment Number 3, and provided all required documentation for instructional minutes and independent study programs. She respectfully requested the Board to approve a final decision declining to revoke CICA's charter, emphasizing that past issues have been addressed sustainably. She highlighted their commitment to providing high-quality, integrity-driven education and second-chance opportunities for students.

Trustee Vogt inquired whether there is a standard for the program regarding online assignments and instructional minutes.

Eric Chapman, Chief Academic Officer, clarified that, instructional minutes are now standards-aligned, carefully vetted to meet six hours daily, and supported by teacher planning, PLCs, and professional development, ensuring program-wide consistency across all instructors.

Trustee Vogt inquired if there is a standard that assign a value consistently and what is that standard.

Eric Chapman clarified that yes, there is a standard: instructional time is aligned with curriculum and standards.

Trustee Elkarra inquired if the negotiations regarding the settlement has begun.

Eric Chapman, clarified that they did submit an offer to the Controller's Office and the Department of Finance, who have responded and requested further evidence.

Rebecca Wu shared an online comment expressing support for keeping Highlands Community Charter and Technical Schools open but that the school must demonstrate transparency and accountability before it can continue operating.

[redacted], student from Highlands Community Charter and Technical Schools, expresses her concerns over the potential closure of the school. She emphasizes the school's positive impact on her life.

[redacted] a former student of Highlands Community Charter and Technical Schools, describes how the school transformed her life.

[redacted] an alumnus, and former employee of Highlands Community Charter and Technical Schools, emphasizes the transformative impact the school had on his life and family, providing him with education, support, and a sense of community.

Kathy Chao Rothberg, representing Lao Family Community Development Corporation highlights Highlands Community Charter and Technical Schools as a unique and valuable

school, praising its long-term support for immigrant and refugee families in the region.

[redacted], a community representative, praises Highlands for supporting her and her family by recognizing foreign diplomas and providing essential classes, enabling her to graduate and secure employment.

Sam Chaisiri, a four-year teacher at Highlands Community Charter and Technical Schools, encourage the Board to reconsider revoking the school's charter, emphasizing the profound impact Highlands has on students' lives.

Dr. Martinez, Superintendent clarified that a "yes" vote means the revocation would stop and Highlands would continue operating, while a "no" vote would approve revocation and end the school's charter.

Trustee Elkarra inquired on how the revocation would affect the ongoing settlement negotiations, noting that responses are expected in the coming weeks.

William Shuetz clarified that the vote tonight is limited to whether the charter adequately addressed the identified violations, and does not cover other concerns outside the Board's scope. Regardless of the outcome, the District will continue its oversight to ensure the school remains accountable and compliant.

2. PRESENT AND APPROVE Issuance of a Final Decision Declining to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools.

A motion was made to Approve Issuance of a Final Decision Declining to Revoke the Charter of Highlands Community Charter School of the Highlands Community Charter and Technical Schools

Motion made by: Sharon Reichelt
Motion seconded by: Christine Jefferson
Voting:
Christine Jefferson - No
Rebecca Sandoval - No
Sascha Vogt - No
Michael Baker - No
Stacey Bastian - No
Basim Elkarra - Yes
Sharon Reichelt - No

Motion failed by majority vote: 1 - Yes, 6 - No, 0 - Abstain, 0 - Absent

Ryan DiGiulio and William Schuetz presented an overview of District staff's final findings related to the charter revocation of Highlands Community Charter School since the initial findings in which staff had determined that HCCS failed to refute or remedy to the District's satisfaction all of the violations identified in the Notice of Violation. They included a

summary of the revocation process timeline, staff's review methodology, and compliance outcomes, an overview of the school's plans to correct violations, and corrective actions taken by the school. Based on a data-driven review of the documentation and evidence submitted after the conclusion of the remedy period, District staff determined that all violations have been remedied to the district's satisfaction and recommended that the Board decline to revoke the charter.

Trustee Vogt inquired whether Highlands Community Charter School had submitted any new information since the January 13th meeting regarding attendance tracking. She also requested clarification on the standard used to evaluate instructional minutes.

Sharilyn Warta clarified that between October and January Highlands Community Charter Schools has submitted substantial additional evidence, including updated schedules and reports, showing instructional minutes exceeding minimum requirements, with ongoing updates and compliance team monitoring of attendance and instructional minutes.

Trustee Baker inquired about the required instructional minutes for Highlands Community Charter School.

Sharilyn clarified that the minimum annual instructional minutes for Highlands Community Charter School is the same standard required of Twin Rivers Unified School District, .

Teresa Cummings, Deputy Director and Chief Operating Officer, addressed the Board and thanked the Board of Trustees, Superintendent Martinez, and District staff for the opportunity to present. She acknowledged staff's work in addressing and curing the identified violations, expressed appreciation for the District's accountability standards, and affirmed the school's commitment to maintaining a high bar for student outcomes. She concluded by respectfully requesting that the Board approve issuance of a final decision declining to revoke the charter.

Rebecca Wu expressed her desire for continued dialogue focused on supporting students and the community. She emphasized the importance of accountability, transparency, cooperation with oversight agencies, and addressing past financial and reporting issues in order to move forward effectively.

Bill Knowlton acknowledged the Board's responsibilities to the community. He stated that the evidence shows the school has taken corrective action and is moving in the right direction and expressed support for continuing the charter.

Dr. Addie Ellis, a community member, professor, and consultant, addressed the Board emphasizing the importance of Highlands Community Charter School in providing adult learners with pathways to earn a high school diploma and support their families.

Julie Wakelee, Reverend spoke on behalf of the Episcopal Diocese of Northern California, describing the importance of Highlands Community Charter School to the Arden Arcade community, particularly its integration with local schools and support services such as the River City Food Bank.

Tu Tao, CTE Workforce Coordinator at Highlands Community Charter and Technical School, addressed the Board to emphasize the school's role in providing no-cost educational and workforce training opportunities that support students' academic advancement, economic mobility, and integration into the local workforce.

President Jefferson stated that the Board of Trustees is accountable to both the organization and their constituents and expressed that the concerns in the notice of violations have not yet been remedied to her satisfaction.

Trustee Baker stated that his vote was cast in opposition and echoed the comments of the Board President Jefferson, noting that his constituency is also not satisfied.

Trustee Vogt stated that the vote was not about whether the population served by Highlands Community Charter deserves support, but about whether sufficient evidence had been presented to demonstrate that the notices of violations had been cured.

J. ANNOUNCEMENT OF NEXT MEETING

The Board of Trustees is scheduled to meet again, unless otherwise announced and approved by the Board of Trustees, on Wednesday, February 11, 2026, for a Regular In-Person/Virtual School Board Meeting at 6:00 p.m. (closed session) and 7:00 p.m. (public session) to be held in person at 5115 Dudley Boulevard, Bay A, McClellan Park, CA 95652 and live stream on the Twin Rivers YouTube channel.

K. ADJOURN

There being no further business of the Board, President Jefferson adjourned the meeting at 7:06 p.m.

L. January 27, 2026, MULTILINGUAL AGENDA

NOTE: The agenda for the January 27, 2026 Special and Virtual School Board meeting was posted and provided in English and Spanish.

Clerk of the Board

CICA - 7152
Special and Virtual School Board Meeting
01/30/2026 - 12:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

AGENDA

SCAN ME

Scan the above QR code with your phone to view this meeting agenda on your phone.

Virtual/Livestream Participation:

Our school board meetings will be livestreamed on the Twin Rivers YouTube channel on the day of the board meeting. The video will be launched live five minutes prior to the meeting. The public will be able to provide live comments in a virtual formation for items listed on the Special Board meeting agenda. Please see Instructions for Leaving Public Comment for directions to pre-register to make a live-stream comment. Comments must be submitted by 11:00 A.M. Your comments will be considered at the appropriate time on the agenda.

In-Person Participation:

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A. 12:00 P.M. CALL TO ORDER by the President

1. Introduction of Interpreters

2. Pledge of Allegiance Led by Trustee Sascha Vogt

B. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. ADOPT Resolution No. 1612 Approving Issuance of a Final Decision to Revoke the Charter of California Innovative Career Academy

2. ADOPT Resolution No. 1613 Approving Issuance of a Final Decision to Revoke the Charter of Highlands Community Charter School

C. ANNOUNCEMENT OF NEXT MEETING

D. ADJOURN

E. January 30, 2026, MULTILINGUAL AGENDA

Special and Virtual School Board Meeting
01/30/2026 - 12:00 PM
Twin Rivers Unified School District
5115 Dudley Blvd., Bay A, McClellan Park, CA 95652
https://bit.ly/TRUSDYouTube

MEETING MINUTES

SCAN ME

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Attendance

Voting Members
Christine Jefferson, Board President
Rebecca Sandoval, Board Vice President
Sascha Vogt, Clerk
Michael Baker, Board Member
Stacey Bastian, Board Member
Basim Elkarra, Board Member
Sharon Reichelt, Board Member

Administration Present: Steve Martinez, Ed. D., Superintendent; Gina Carreon, J.D., Chief Human Resources Official; Ryan DiGiulio, Chief Business Official; Marci Bernard, Associate Superintendent, School Leadership.

A. 12:00 P.M. CALL TO ORDER by the President

President Christine Jefferson called the Special and Virtual School Board meeting to order at 12:01 p.m.

1. Introduction of Interpreters

The following interpreters introduced themselves: Laura Orozco, Spanish interpreter.

2. Pledge of Allegiance Led by Trustee Sascha Vogt

Trustee Elkarra led the Pledge of Allegiance.

B. PRESENT/DISCUSS/ACTION - SCHOOL/STAFF

1. ADOPT Resolution No. 1612 Approving Issuance of a Final Decision to Revoke the Charter of California Innovative Career Academy

A motion was made to adopt Resolution No. 1612 Approving Issuance of a Final Decision to Revoke the Charter of California Innovative Career Academy.

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

Ryan DiGiulio stated that at the prior meeting, the Board took action resulting in the decision to move forward with charter revocation. This resolution formally memorialize the Board's decision to revoke CICA's charter.

Teresa Cummings, Deputy Director and Chief Operating Officer for Highlands Community Charter and Technical Schools, addressed the Board regarding the proposed revocation, stating that all staff-requested documentation had been provided and that all Notice of Violation issues had been cured or refuted. She reported that WASC granted the school a six-year accreditation and that the school is nearing a "fully implemented" report from the State Auditor. She requested additional time and expressed willingness to continue collaborating with the Board and staff.

[redacted] addressed the Board acknowledging past audit findings, and emphasized the importance of adult education for underserved residents. She requested increased District investment in Twin Rivers Adult School, including expanded vocational programs for English learners.

Ryan DiGiulio clarified that the motion before the Board was to revoke the CICA's charter, stating that a "yes" vote would approve revocation, while a "no" vote would decline revocation.

2. ADOPT Resolution No. 1613 Approving Issuance of a Final Decision to Revoke the Charter of Highlands Community Charter School

A motion was made to adopt Resolution No. 1613 Approving Issuance of a Final Decision to Revoke the Charter of Highlands Community Charter School

Motion made by: Michael Baker
Motion seconded by: Rebecca Sandoval
Voting:
Christine Jefferson - Yes
Rebecca Sandoval - Yes
Sascha Vogt - Yes
Michael Baker - Yes
Stacey Bastian - Yes
Basim Elkarra - Yes
Sharon Reichelt - Yes

Motion passed by majority vote: 7 - Yes, 0 - No, 0 - Abstain, 0 - Absent

Teresa Cummings, Deputy Director and Chief Operating Officer for Highlands Community Charter and Technical Schools, informed Board President Jefferson, Superintendent Martinez, and the Board of Trustees that WASC recently granted the school a six-year accreditation, cited progress toward full implementation of State Auditor recommendations, and requested that the Board not revoke the charter while expressing appreciation and willingness to continue collaborating with staff.

C. ANNOUNCEMENT OF NEXT MEETING

The Board of Trustees is scheduled to meet again, unless otherwise announced and approved by the Board of Trustees, on Wednesday, February 11, 2026, for a Regular In-Person/Virtual School Board Meeting at 6:00 p.m. (closed session) and 7:00 p.m. (public session) to be held in person at 5115 Dudley Boulevard, Bay A, McClellan Park, CA 95652 and live stream on

the Twin Rivers YouTube channel.

D. ADJOURN

There being no further business of the Board, President Jefferson adjourned the meeting at 12:12 p.m.

E. January 30, 2026, MULTILINGUAL AGENDA

NOTE: The agenda for the January 30, 2026, Special and Virtual School Board meeting was posted and provided in English and Spanish.

Clerk of the Board

Sacramento County Office of Education
EDUCATION EMPOWERS

Charter Revocation by District

Notice of Appeal Form: Charter Revocation by District

Please submit this form, signed, with appeal documents ***Please print or type***

Name of charter school: California Innovative Career Academy (CICA)
Include acronyms.

Grade levels served/Student enrollment: 9, 10, and 12 / 826

Is the charter school currently in operation? [X] Yes [ ] No If no, date of closure:

Name of the charter's lead contact: Jonathan Raymond

Relationship of lead contact to school: Executive Director

Lead contact's address: Street 1111 Howe Ave., Suite 505
City Sacramento
State/Zip code CA, 95825

Lead contact's telephone numbers: Office 916-844-2283
Mobile 617-823-9341

Lead contact's email: jonathan.raymond@hccts.org

Information of authorized representative: Jerry Simmons; 916-803-5675; jsimmons@ymclegal.com
(Name, Telephone number, Email)

Name of district/charter school authorizer: Twin Rivers Unified School District

Date of district board's action to revoke: January 30, 2026

Date first authorized/Date last renewed: 8/12/2019 / N/A

Term of charter: (Year to Year) 8/12/2019 to 6/30/2027

Charter school's location / address: Street 1111 Howe Ave., Suite 505
If more than one site, provide main site here; attach list of additional site addresses.
City Sacramento
State/Zip code CA, 95825

Signature of Lead Contact & Date: 2/27/2026



Sacramento County Board of Education
C/O Teresa (Tracy) Stinson, General Counsel
Sacramento County Office of Education
10474 Mather Blvd,
Mather, CA 95655
tstinson@scoe.net

Re: Notice of Appeal of Revocation of California Innovative Career Academy to Sacramento County Board of Education

Dear Members of the Sacramento County Board of Education:

On January 30, 2026 the Twin Rivers Unified School District Board of Trustees ("TRUSD" or the "District" or "District Board") voted to revoke the charter for the California Innovative Career Academy ("CICA"), a charter school operated by Highlands Community Charter and Technical Schools ("HCCTS" or "Highlands"). CICA and HCCTS timely submit this appeal of the District's revocation decision pertaining to CICA to the Sacramento County Board of Education, pursuant to California Education Code section 47607.

Background

The California Supreme Court has held that a charter school has a property interest in its charter that is protected by due process of law. (*See Today's Fresh Start, Inc. v. Los Angeles County Office of Education* (2013) 57 Cal.4th 197, 215.) Due process requires reasonable notice before governmental action may deprive an individual of a significant property interest. (*Bergeron v. Department of Health Services*, 71 Cal. App. 4th 17, 23.) Due process also requires the opportunity to be heard "at a meaningful time and in a meaningful manner." (*See Armstrong v. Manzo*, 380 U.S. 545, 552 (1965).) In the case of an action by an administrative agency to deprive an individual of a property interest, due process requires written findings supported by facts that support the conclusions—"the orderly functioning of the process of review requires that the grounds upon which the administrative agency acted be clearly disclosed and adequately sustained." (*See Topanga Assn. for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506, 516.) In 2021, the California Education Code was amended to add extra layers of due process, solidifying the default assumption that a charter school will be allowed notice and a chance to cure all claimed bases for revocation.

HCCTS operates two charter schools governed by one governing board—Highlands Community Charter School (HCCS) and California Innovative Career Academy (CICA). From August 2014 to the present, HCCTS has served approximately 64,058 students between its two

California Innovative Career Academy

schools. Currently, CICA, HCCTS' remote learning school, serves 826 students and has 371 students on its wait list. HCCTS's students are, by design, exclusively adults, many of whom are immigrants to the United States who are attending the school to learn English while pursuing a high school diploma and at the same time gaining valuable career skills to make themselves employable. CICA serves a large, underserved immigrant population and is crucial to helping these vulnerable students and their families succeed in Sacramento County. It benefits not only the immigrant community, but the rest of our local community as well, to ensure that these families have a pathway to learn English, access resources, and gain the skills needed to become employable in this country. Education for this community can lift individuals and whole families out of poverty, reducing reliance on government assistance in the future.

Educating the parents also ensures that they, in turn, can actively participate in their children's education. Studies have shown that a parent's education has a positive impact on future educational and career outcomes for the child. (*See* Dubow EF, Boxer P, Huesmann LR. Long-term Effects of Parents' Education on Children's Educational and Occupational Success: Mediation by Family Interactions, Child Aggression, and Teenage Aspirations. Merrill Palmer Q (Wayne State Univ Press). 2009 Jul;55(3):224-249. doi: 10.1353/mpq.0.0030. PMID: 20390050; PMCID: PMC2853053; *see also* Matt Dickson, Paul Gregg, Harriet Robinson, Early, Late or Never? When Does Parental Education Impact Child Outcomes?, The Economic Journal, Volume 126, Issue 596, October 2016, Pages F184–F231, https://doi.org/10.1111/ecoj.12356 .)

One of the local communities most in need of assistance from CICA is the Afghan immigrant community. Women from Afghanistan often were denied even a basic education in their home country and require specialized support and education to learn English as a second language because they often do not know how to read or write in their native language, despite being adults. These families were relocated to the United States by our federal government due to assistance they provided to the United States Military during the War in Afghanistan. The program covered Afghans employed by or on behalf of the U.S. government/ISAF, including translators, interpreters, contractors, and engineers for a minimum of one year since October 7, 2001. These Afghans worked in collaboration with U.S. Military forces during the war in Afghanistan, which made them targets of violence by the Taliban. Applicants for this visa to come to the U.S. had to file a petition (Form I-360) and obtain Chief of Mission (COM) approval, often facing a lengthy, multi-year process. CICA is proud to support these individuals and their families as they adjust to life in the United States.

Since its inception, CICA has also served a significant number of local residents who needed a second chance to get a high school education. They did not complete this education for a myriad of reasons, and as a result have been denied the opportunity to obtain jobs that would

California Innovative Career Academy

pay them a living wage. These CICA students include single parents, people who have faced homelessness, justice system-involved individuals, and people who have overcome significant adversity and still never gave up on their dream of getting an education.

The Twin Rivers Unified School District ("TRUSD") is the charter authorizer for CICA. . In June 2025, the California Office of the State Auditor issued an audit report accusing CICA of various compliance violations, including issues related to alleged fiscal mismanagement by members of HCCTS' prior leadership team. Notably, the State Audit report does not allege fraud—rather, it alleges unwise use of funds and various other compliance issues such as problems with attendance tracking processes and improper use of Adult Education Teaching Credentials. The State Auditor also accused TRUSD of failing in its oversight responsibilities as CICA's authorizer, which contributed to the compliance issues that CICA faced. The issues raised in the State Audit had not previously been raised by the professional auditing firm that HCCTS had retained to conduct its annual audit for the 2022-2023 audit year, although the State Auditor claimed the issues were present during that timeframe. As a result of the school's independent audit not raising these concerns, the HCCTS Board at the time was therefore not put on notice about these concerns—it had reasonably relied on the professionals it had hired to assess for compliance.

News coverage around the State Audit and its allegations against Highlands Community Charter School and CICA was widespread and created a political incentive for elected officials—like the members of the Twin Rivers Unified School District Board of Trustees—to distance themselves from the charter school. It became politically strategic to express disapproval of CICA, even though the current CICA executive team does not contain any of the same people who caused the alleged compliance problems. Even prior to the State Auditor releasing their report, CICA changed its Executive Director to someone who is a statewide expert in business services – a former head of the California School Business Officials Organization ("CASBO"). He spent a year working with the HCCTS Board to adopt over a hundred new policies to move CICA into alignment with best practices. The current CICA leadership team, which began working at the school in July of 2025, and the new Board of Directors members see these charter schools as valuable assets to the community and have been working tirelessly to correct any deficiencies caused by the prior executive director and team. Despite this, in the public perception, HCCTS remains associated with the mistakes of its past. It is important to note that although CICA has moved to best practices in its operations in order to avoid any doubt about compliance on a going forward basis, some of the contentions of the State Auditor related to attendance accounting and credentialing may not be correct as a matter of law. This is the subject of two appeals filed with the Education Audit Appeals Panel by both Highlands Community Charter School and CICA.



The reforms put in place by the new management team have been recognized by outside agencies. The State Auditor has also been tracking improvements at the CICA and CICA believes that it will soon be in a position where the State Auditor finds the school in full compliance with its recommendations. Even the TRUSD staff ultimately concluded that CICA had fully cured all issues raised in the Notice of Violation, as further outlined below.

Notice of Violation

On June 17, 2025, the TRUSD District Board approved issuance of a Notice of Violation ("NOV") alleging that CICA committed material violations of the conditions, standards, and procedures of its Charter, failed to meet generally accepted accounting principles and/or engaged in fiscal mismanagement, and violated the law in the following ways:

Alleged Violations of the Charter:

- Grade Level Changes – adding grades 9 and 10 without first requesting a material revision of the charter and notifying the District, where the school's charter only included grades 1, 2, and 12.
- Location Changes – adding additional locations which were not previously approved without first providing notice and requesting a material revision, and without providing fully executed copies of lease agreements.

Alleged Violations of the Law:

- Failure to Submit Annual Audit Report – failing to complete and submit a 2023-24 annual independent audit report to the District, violating Education Code sections 47604.33 and 47605.
- Credential Misassignments – using instructors with Adult Education Credentials to teach adults in its K-12 program, which the District contends violates Education Code section 47605(*l*).
- Failure to Track Minimum Instructional Minutes
- Violation of WIOA Exclusive Partnership Agreement – allowing individuals who were not enrolled students to participate in the school's Career Technical Education ("CTE") Truck Driving program.

Alleged Fiscal Mismanagement:

- San Diego Administrative Location – improper expenditure of public funds on luxury office condominiums.

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All of these claims allege conduct that either predated the current CICA executive leadership team or relate to claims of failure by the current team to resolve issues that originated with prior leadership to the District's satisfaction. It is undisputed that no one in the current CICA executive team was involved in the alleged fiscal mismanagement related to school sites. Further, the District was aware of and complicit in the changes in instructional sites. These issues stemmed from a mutual misunderstanding of the law because the District did not require a material revision to be submitted to implement these changes and had just acquiesced or agreed to them at the staff level. As a result, the District effectively sat on issues for years that it now deems consequential enough to justify revoking a charter.

In so doing, the District violated the law of equitable estoppel:

> The vital principle is that he who by his language or conduct leads another to do what he would not otherwise have done shall not subject such person to loss or injury by disappointing the expectations upon which he acted. Such a change of position is sternly forbidden. It involves fraud and falsehood, and the law abhors both.

(*City of Long Beach v. Mansell* (1970) 3 Cal.3d 462, 488.) In *City of Long Beach v. Mansell*, the California Supreme Court confirmed that estoppel *can* apply against government agencies when equity demands it. (*See id.*) The Court describes the elements of equitable estoppel as follows:

> (1) the party to be estopped must be apprised of the facts; (2) he must intend that his conduct shall be acted upon, or must so act that the party asserting the estoppel had a right to believe it was so intended; (3) the other party must be ignorant of the true state of facts; and (4) he must rely upon the conduct to his injury.

Here, the District was aware that CICA was operating additional sites and acted such that CICA had a right to believe that CICA was permitted to utilize the additional sites without going through the formal material revision process. CICA was ignorant of the true state of facts—that the law required the school to request a material revision—and CICA relied upon the District's conduct to its injury where the District later sought to revoke CICA's charter for not having requested the material revisions sooner.

The District's delay in acting on these issues also violates the doctrine of laches. In administrative law, the proponent of a laches defense must establish (1) "unreasonable delay" and (2) "acquiescence" in the act about which the other party complains or "prejudice" resulting from the delay. (*Conti v. Board of Civil Service Commrs.* (1969) 1 C3d 351, 359, 82 CR 337,



342; *see Gates v. Department of Motor Vehicles* (1979) 94 CA3d 921, 923-926, 156 CR 791, 792-794.) Here, the District unreasonably delayed by allowing these issues to remain unchallenged for years, with tacit or even direct approval from District staff, only to then accuse CICA of waiting too long to fix them.

The NOV provided a remedy period up to and including September 26, 2025. Cal. Code Regs., tit. 5, § 11968.5.2 states:

> (c) Upon receipt of a Notice of Violation, the charter school's governing body as described in the school's charter, if it chooses to respond, shall take the following actions:
>
> (1) Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation. The written response shall be due by the end of the remedy period identified in the Notice of Violation.
>
> (2) Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation.

CICA timely responded on September 26, 2025 with a letter addressing each of the alleged violations and explaining how each had been refuted or remedied. CICA also provided documentary evidence to either refute the claims or, where applicable, demonstrate that a remedy has been implemented. Contrary to later assertions by the District Board, CICA did submit exhibits to the District on September 26, 2025. Then, after the fact, the District contacted CICA and communicated that it was unable to access the exhibits (due to technical issues on the District's end), resulting in CICA re-providing the exhibits a few days later in a different format.

Following the June 2025 Notices of Violation, the District's staff asked CICA to submit a material revision request for sites and grades, which CICA did submit on September 26, 2025. CICA indicated that its plan to cure these issues all along was to submit a material revision to bring the charter into alignment on both site locations and grade levels (as applicable for each school[1]), but that it would align both sites and grade levels with the existing charter language if

[1] The language in CICA's charter is different from the language in HCCS' charter in that CICA was allowed to serve all grade levels, so CICA did not have the same grade levels concern. Although the grade levels issue was raised in CICA's NOV and CICA proposed a material revision to clarify this even further, District staff later confirmed that it had been refuted on the basis of the existing charter language on grade levels.



the material revision was denied. Notwithstanding CICA demonstrating an appropriate and lawful response, the District Board voted to issue a Notice of Intent to Revoke ("NIR") for CICA on November 4, 2025. A public hearing on the issue of revocation was held on December 2, 2025, along with public hearings on the issuance of the material revisions for both HCCS and CICA at the same meeting.

District staff had reviewed the material revisions and recommended approval, but the District Board denied them anyway on December 2, 2025. This denial was in bad faith, since the District Board had been presented the CICA plan to cure these issues and at no time expressed a concern about approving a material revision. It was fully aware that its staff was meeting regularly with CICA to get to mutual agreement on material revision language. To date, the District Board has still refused to approve a material revision for CICA site locations.

Notwithstanding the District Board's bad faith denial of the material revisions recommended by its own staff after an extensive negotiation process, CICA still fully cured the site issue by going to extraordinary lengths to vacate all non-approved sites prior to the revocation date in accordance with the plan previously outlined to the District Board. This was an extremely fast timeline and posed numerous operational challenges, but CICA ensured that no non-approved sites remained prior to the revocation vote.

On January 27, 2026, the District Board met to consider a recommendation from District staff and District legal counsel that the charter for CICA not be revoked based on a finding by District staff and legal counsel that the school has fully cured all issues in the Notice of Violation. By a vote of 6 to 1, the District Board rejected the recommendation to not revoke the charter, but took no further action to revoke CICA at that meeting.

The District Board then convened on January 30, 2026, on which date it voted to revoke the Charter of CICA. CICA and HCCTS now appeal the revocation to the Sacramento County Office of Education ("SCOE") because neither the law, the facts, nor substantial evidence support revocation under California law or under SCOE's relevant Board Policy.

Standard of Review

California Education Code section 47607, subdivision (i), states:

> (1) If a school district is the chartering authority and it revokes a charter pursuant to this section, the charter school may appeal the revocation to the county board of education within 30 days following the final decision of the chartering authority.



(2) The county board of education may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence. The school district may appeal the reversal to the state board.

(Ed. Code, § 47607(i).)

Sacramento County Office of Education Policy: 2400 BP, Section: 2000 Administration defines "substantial evidence" for these purposes as evidence that:

a. Demonstrates that the violation was material.
b. Supports revocation when viewed as a whole, in light of all relevant information.
c. Demonstrates that the violation actually occurred.
d. Was not cured by the charter school during its reasonable opportunity to remedy the violation.

Further, Sacramento County Office of Education Policy: 2400 BP, Section: 2000 Administration states, "If revocation is recommended by the Superintendent, the recommendation shall include each reason for revocation with the substantial evidence supporting that reason enumerated."

California Code of Regulations Title 5, section 11968.5.4, subdivision (a), states:

(a) Within 30 calendar days of receipt of a Final Decision revoking the school's charter, the charter school's governing body as described in the school's charter, shall approve and deliver a written Notice of Appeal to the county board of education that:

(1) Includes a copy of the Notice of Violation, Notice of Intent to Revoke and the Final Decision issued pursuant to this article except that the charter school shall not be responsible for providing these documents if the chartering authority did not provide them to the charter school as required in section 11968.5.2;

(2) Includes evidence of the final vote of the chartering authority, if available;

(3) Includes all evidence relied upon by the chartering authority in determining whether substantial evidence existed that the charter school failed to remedy one or more violations identified in the Notice(s) of Violation;



(4) Includes all evidence and correspondence submitted by the charter school's governing body as described in the school's charter in response to the chartering authority's Notice of Violation and Notice of Intent to Revoke;

(5) Includes minutes of any public meeting at which the chartering authority considers or makes its decision to revoke the school's charter, if available;

(6) Includes a written statement explaining why the charter school does not believe the district chartering authority's factual findings are supported by substantial evidence; and

(7) Identifies any procedural omissions or errors the charter school alleges to have occurred in the revocation process.

(Cal. Code Regs., tit. 5, § 11968.5.4.)

California Code of Regulations Title 5, section 11968.5.4, subdivision (b), states:

If the county board of education does not issue a written decision that explains whether, in the county board of education's judgment, the district chartering authority's factual findings are supported by substantial evidence within 90 calendar days of receiving a Notice of Appeal that includes the documents listed in subdivision (a) of this section, the district chartering authority's decision is upheld, pending any further appeal.

(1) In determining whether the district chartering authority's factual findings are supported by substantial evidence, the county board of education shall consider whether the district chartering authority provided the charter school's governing body as described in the school's charter a Notice of Violation, a reasonable opportunity to remedy the identified violation(s), a Notice of Intent to Revoke, a public hearing, and Final Decision, pursuant to Articles 2 and 2.5 and Education Code sections 47607(f) through (h), inclusive.

(2) If the charter school submits a response to the Notice of Violation pursuant to section 11968.5.2(c), the county board of education shall, in determining whether the district chartering authority's factual findings are supported by substantial evidence, consider whether the charter school complied with the procedures set forth in that section.



> (3) The county board of education shall also consider whether an alleged procedural deficiency negatively impacted the charter school's ability to refute or remedy the alleged violation or the chartering authority's ability to comply with its procedural obligations or authorizing duties.

(Cal. Code Regs., tit. 5, § 11968.5.4.)

The District Chartering Authority's Findings Are Not Supported by Substantial Evidence

The District Board's findings are not supported by substantial evidence, where the evidence presented by both CICA and the District's own staff confirmed that CICA had, in fact, remedied all of the violations identified in the NOV for CICA, and where the District's staff recommended against revocation for this reason. Further, no other evidence of non-remedy of the alleged violations was presented on the record at the public hearing on revocation of the charter.

In the agenda for the District's January 27, 2026 Board Meeting, District staff stated the following on this topic:

> The Final Decision whether to revoke the Charter of CICA is limited to a determination of whether substantial evidence supports a finding(s) that the Charter School has failed to refute or remedy the violations identified in the Notice of Violation to the District's satisfaction. Consistent with Education Code section 47607, a chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.
>
> Based upon District Staff's analysis of the documented measures taken by HCCTS to refute and/or remedy the violations identified in the Notice of Revocation, **District Staff have determined that all the violations identified in the Notice of Revocation have been refuted or remedied to the District's satisfaction. As a result, District Staff recommends that the Board terminate the revocation process** by approving issuance of a Final Decision declining to revoke the CICA Charter, and the District will continue to implement a heightened level of oversight over CICA and closely monitor its progress and compliance. (*Emphasis added.*)

District staff's reasoning for this determination is outlined in the document "TRUSD NOV Staff Findings Presentation.CICA," which was presented to the District Board at the January 27, 2026



Board Meeting. In this presentation, District staff set forth findings explaining why they concluded that CICA had either refuted or remedied each of the alleged violations in the NOV.

Grade Levels Not Approved – Refuted

District staff's report presented the following findings indicating why this issue was remedied:

- CICA's petition differs from HCCS' petition regarding grade levels.
- The CICA petition says the school may serve students in grade 9-12 and 8th grade and below.
- With this evidence, CICA has refuted the violation

Locations Not Approved – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- HCCTS Board has been taking action to terminate or buy-out leases.
- CICA is moving to locations that are approved by the District and will not add any new locations without prior approval by the District through the Material Revision process.
- HCCTS has adopted or revised multiple Board Policies, including BP 7150.5 "School Site Opening and Closure Policy"

Further, the June 17, 2025 Notice of Violation stated: "The MOU Amendment No. 3 includes the express requirement for CICA to **submit a written request**" to the District if the "Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers..." and "To date, no **material revision request** has been submitted for these locations and CICA continues to operate at these locations in violation of the MOU Amendment No. 3 and Education Code section 47605(a)(4)." (*Emphasis added*.) Education Code 47605(a)(4) states:

> After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels **shall request** a material revision to its charter and **shall notify** the chartering authority of those additional locations or grade levels. The chartering authority shall consider whether to approve those additional locations or grade levels at an open, public meeting. If the additional locations or grade levels are approved pursuant to the standards and



criteria described in subdivision (c), they shall be a material revision to the charter school's charter. (*Emphasis added*.)

CICA had both **notified** the District of the additional sites and **requested** the material revision during the cure period of up to and including September 26, 2025. All of the evidence before the District Board confirms that these events occurred, and the fact that the District Board refused to approve the material revision has no bearing on whether CICA had notified the District and requested the revision. By notifying the District and requesting the revision by September 26, 2025, CICA remedied the issue. Additionally, CICA has provided the requested copies of lease agreements, which the District claims that it had requested in an April 23, 2025 Notice of Concern/Request for information.

We do note that CICA has not just technically fully remedied this matter but has substantively fully remedied it by moving all operations to only site locations approved in MOU Amendment Number 3, which was approved by the District Board and incorporated into the charter. This was done prior to the revocation vote and the District Board was informed on the record at their meeting on January 27, 2026 that this had occurred.

Failure to Submit Audit Report – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- On 01/02/2026 HCCTS submitted the 2024 Annual Independent Audit report.
- HCCTS has committed to submitting future reports in a timely manner.
- HCCTS is pursuing a different audit firm to ensure this issue is not perpetuated.

Further, it is important to emphasize that the audit report for the 2023-2024 audit year was delayed because the independent auditing firm that HCCTS had hired to conduct the audit refused to release its report after it learned about the State Audit in the summer of 2025. It is not the case that CICA or HCCTS failed to retain an auditing firm to conduct the audit, nor is it the case that CICA was in possession of the final audit report and simply failed to provide it to the District. CICA was in possession of a draft audit report from the independent auditor, which it had provided to the District. The auditor substantially modified the draft report following the State Audit report and this was provided to the District as noted by District staff in their findings that this issue had been fully remedied.

Credential Misassignment – Remedied

District staff's report presented the following findings indicating why this issue was remedied:



- TRUSD has verified evidence that HCCTS has changed staffing practices.
- HCCTS staff have become more knowledgeable about credentialing compliance.
- HCCTS' subsequent actions show a credible shift towards compliance.

Further, the November 2025 Notice of Intent to Revoke, which was approved by the District Board, even confirmed that the credential misassignment issue had been remedied. Specifically, it stated, in relevant part:

> The District's review of HCCTS' response, the evidence provided, and information collected through the annual oversight activities reflect clear and convincing evidence that HCCTS has changed staffing practices and reformed to comply with the law. The District staff have seen evidence that the HCCTS staff have become more knowledgeable about credentialing options to ensure compliance. HCCTS subsequent actions show a credible shift to K-12 appropriate credentialing.

The District Board unanimously voted to adopt this November 4, 2025 Notice of Intent to Revoke, which included this statement as to the credentialing issue, and no evidence was presented in the record to dispute that the credentialing issue had in fact been remedied. Therefore, it defies reason for the District Board to conclude, also unanimously, that "The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by CICA" in the District's January 30, 2026 "Final Decision to Revoke" letter. This could only be an arbitrary and capricious decision that is unsupported by substantial evidence.

Failure to Track & Meet Instructional Minutes – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- CICA has taken corrective actions to improve attendance policies and procedures as evidenced by the student calendar, staff trainings, student engagement logs, and class rosters.
- Serious efforts to improve practices related to student attendance enforcement and engagement have been made.
- Collaborating with Charter Impact to support with attendance monitoring and reporting.

There was no evidence entered into the record contravening these findings. This is particularly notable since some of the very whistleblowers who raised concerns initially were present at the District meeting and did not dispute District staff's findings that these issues that they initially raised were fully remedied.

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Violation of Exclusive Partnership Agreement – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- HCCTS submitted evidence that the external partnerships have been terminated.
- Non-WIOA students were dis-enrolled.
- HCCTS has terminated the CTE Truck Driving program.
- Staff who were assigned to the Truck Driving program have been re-assigned or are no longer with the organization.

Further, it is not reasonably disputable that the Truck Driving program did not exist by September 26, 2025, therefore no non-students could have still been enrolled in it. This was proven by documentary evidence provided by CICA in its Response to the Notice of Violation. Evidence was also presented in the record that between December 2024 and January 2025, CICA discontinued informal partnerships with Local 185, the Sacramento Police Department, and the Sacramento County Sheriff's Office related to the Truck Driving program, including written confirmation of these facts from law enforcement officials. CICA therefore had, beyond a reasonable doubt, cured this issue, and no reasonable fact finder could have found substantial evidence to the contrary. To revoke on this basis could only be an arbitrary and capricious decision that is unsupported by substantial evidence.

Fiscal Mismanagement – San Diego Location – Remedied

District staff's report presented the following findings indicating why this issue was remedied:

- Lease Termination/Buy-Out on 11/18/25
- Adopted or Revised Policies to Address Root Issues of Fiscal Mismanagement:
  - BP 3410 RE. Allowability of Costs
  - BP 3110 RE. Debt Management
  - BP 3310: Purchasing and Vendor Selection
  - BP 7150.5: School Site Opening and Closure Policy
- Updated the Fiscal Policies and Procedures Manual

There was no evidence entered into the record contravening these findings. Therefore, to revoke on this basis could only be an arbitrary and capricious decision that is unsupported by substantial evidence.



Not Only is There No Substantial Evidence in Support of the District Board's Findings, But the Evidence on the Record Provides Clear and Convincing Evidence that All Notice of Violation Issues were Remedied

By the January 27, 2026 Board Meeting, "District Staff [had] determined that all the violations identified in the Notice of Revocation have been refuted or remedied to the District's satisfaction." (*See* District Staff's January 27, 2026 Presentation.)

Given this, the District Board's unsupported "findings" that the violations had not been refuted or remedied, with no explanation of which violations remained and no citations to the facts, were not supported by substantial evidence. Education Code 47607(h) provides that "The chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its finding." Since the District Board has not done so, revocation of the charter violates the revocation provisions of the California Charter Schools Act and is therefore unlawful.

Additionally, the District Board's decision does not meet the standard for "substantial evidence" set forth in the Sacramento County Office of Education's Board Policy on the topic. As discussed above, Sacramento County Office of Education Policy: 2400 BP, Section: 2000 Administration defines "substantial evidence" for these purposes as evidence that:

a. Demonstrates that the violation was material.
b. Supports revocation when viewed as a whole, in light of all relevant information.
c. Demonstrates that the violation actually occurred.
d. Was not cured by the charter school during its reasonable opportunity to remedy the violation.

Here, the evidence before the District does not "[s]upport revocation when viewed as a whole, in light of all relevant information." CICA relied on guidance from the District, its authorizer, in good faith on issues such as the District allowing CICA to add additional sites without the District first approving a material revision through the formal process. The District was well aware of most of the issues it identified in the June 17, 2025 Notice of Violation for years before issuing the Notice. Then, when CICA acted to demonstrate that it had cured each of the identified issues and followed the District's instructions about what was needed to address each concern, the District Board still voted against CICA at every turn—both voting against the material revisions and, ultimately, voting to revoke the charters. For these reasons, when viewed in light of all relevant information, the evidence before the Board does not support revocation.

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Additionally, the evidence before the District did not demonstrate that any of the violations "[w]as not cured by the charter school during its reasonable opportunity to remedy the violation." At the December 2, 2025 public hearing on revocation, no evidence was presented on the record to support the proposition that CICA had not cured the violations. By that point, District staff, and CICA staff, were in agreement that CICA had remedied all of the issues. District staff later confirmed this in their presentation at the January 27, 2026 District Board Meeting where staff proposed that the District should discontinue revocation of both HCCS and CICA. This is yet another reason that the District Board's later decision to revoke both charters was not supported by substantial evidence.

In this case, it is also likely that a court would find the District's actions to be arbitrary and capricious due to the utter lack of foundation to support them and nothing but contrary evidence being on the record. An administrative decision is considered arbitrary and capricious if it "was not supported by a fair and substantial reason." (*See Abshear v. Teachers' Retirement Board* (1991) 231 Cal.App.3d 1629, 1639.) Because clear and convincing evidence was presented to confirm that all of the allegations had either been refuted or remedied, the District Board's "findings" to the contrary were arbitrary and capricious. The District cannot now, through mere assertions, contravene the record it established through the revocation process.

Procedural Errors and/or Omissions Occurred in the Revocation Process which Negatively Impacted the Chartering Authority's Ability to Comply with its Procedural Obligations and Authorizing Duties

Conclusory Findings

By issuing conclusory "findings" with no explanation of why the facts before the District Board led to the District Board's conclusion that CICA "failed to refute, remedy, or propose remedial action sufficient to remedy all of the violations identified in the NOV," the District Board committed a procedural error and omission that negatively impacted its ability to comply with its procedural obligations and duties as an authorizer.

In *American Indian Model Schools v. Oakland Unified School Dist.* (2014) 227 Cal.App.4th 258, 278, the court states, in relevant part:

> Subdivisions (e) and (f)(2) of section 47607 make it clear that the decision to revoke the charter must be supported by substantial evidence. … [Code of Civil Procedure section 1094.5, the state's administrative mandamus provision, "contemplates that at minimum, the reviewing court must determine both whether substantial evidence



> supports the administrative agency's findings and whether the findings support the agency's decision" and implicit to this statute "is a requirement that the agency which renders the challenged decision must set forth findings to bridge the analytic gap between the raw evidence and ultimate decision or order"].)

Here, the "analytic gap" between the "raw evidence" before the District Board and the "ultimate decision or order" is not bridged in any respect by the District Board's purported "findings." The extent of the District Board's comment on the topic is as follows:

> The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by CICA, and attempts at further corrective actions taken by CICA, although considered by the Board, failed to sufficiently remedy the violations identified in the NOV and substantiated in the Notice of Intent to Revoke, and/or promised unsubstantiated and unreliable future performance and resulting uncertainty regarding future compliance.

This is akin to saying the violations have not been remedied because the violations have not been remedied, and the proposed corrective action is insufficient to ensure future compliance because it is insufficient to ensure future compliance. These "findings" provide no information about <u>why</u> the District Board feels that the violations have not been remedied, which is especially concerning given that the District's staff concluded that the violations *had* been remedied. The District Board's purported "findings" directly contradict the record of the revocation proceedings. The "findings" also provide no information about what, exactly, about the proposed corrective action was insufficient or unreliable. A reviewing entity, such as the County Office of Education, has no way to access the reasoning behind the District Board's decision to revoke the charters with such circular, conclusory "findings" that essentially just repeat a standard of review.

Failure to Identify with Specificity Which Issues Were Not Remedied or Refuted

Additionally, it is impossible to discern from the District Board's "findings" which specific alleged violations the District Board believes were not refuted or remedied, let alone which ones were not refuted or remedied by a substantial evidence standard. It defies reason that the District Board would have found that all of the alleged violations have not been refuted or remedied because there is no information in the record to support lack of remedy for any issue and even apart from that, some of them are just not reasonably disputable. It is undisputed on the record that the charter school cured all items, as this was the <u>only</u> information provided at the public hearing on the charter school revocation on December 2, 2025, and no contrary testimony or documents were provided at this public hearing. In fact, the charter school's presentation on



January 27, 2026 had the same conclusion and only added that CICA had moved out of all non-compliant sites prior to the public hearing. This fact demonstrated full implementation of CICA's plan to remedy the violation on that point, which only strengthened CICA's argument that substantial evidence existed of its full compliance rather than any lack of compliance.

Lack of Any Evidence in Support of District Board's Findings, and Presence of Clear and Convincing Evidence of Charter School's Compliance, Demonstrates Arbitrary and Capricious Decision by District Board

In some cases, the District Board's decision is so lacking in logic or reason that it is clearly arbitrary and capricious. For example, it is undisputed in the record that the Truck Driving program no longer exists and thus the allegation that non-WIOA students were still enrolled in it is completely unsupported. It is also undisputed in the record, and confirmed in the District's own November 4, 2025 Notice of Intent to Revoke, that CICA had cured the alleged credentialing issue, as the schools no longer use adult education credentials for K-12 assignments. At the very minimum, the District Board's findings needed to explain which specific violations it believed had still not been remedied and why. To date, the District Board has not explained, and CICA is still unsure, which specific violations the District Board still believes are uncured.

Further, the District Board may not rely on the fact that it "incorporates by reference" the findings from the Notice of Violation, because those "findings," by definition, occurred before the end of the required cure period and therefore cannot have included findings about whether or not CICA had refuted or remedied the alleged violations by the proposed cure date of September 26, 2025. Ed. Code, § 47607(h) states, in relevant part:

> Before revoking a charter for failure to remedy a violation pursuant to subdivision (f), and after expiration of the school's reasonable opportunity to remedy without successfully remedying the violation, the chartering authority shall provide a written notice of intent to revoke and notice of facts in support of revocation to the charter school …
>
> … The chartering authority shall not revoke a charter, unless it makes written factual findings supported by substantial evidence, specific to the charter school, that support its findings.

This process requires that there has been a reasonable opportunity for the charter school to refute or remedy the alleged violation, and a subsequent failure to refute or remedy the alleged violation, before the chartering authority may revoke the charter. It is impossible for the



chartering authority to make findings on this point at the same time it issues a Notice of Violation because, by definition, this would deprive the charter school of a reasonable opportunity to refute or remedy the noticed violations. If revocation could rely on findings that existed at the time of the Notice of Violation, it would render the opportunity to cure, and the rest of the due process rights afforded to charter schools under the Ed. Code, § 47607 process, meaningless.

These errors negatively impacted the District's ability to comply with its procedural obligations as a chartering authority because the District is obligated to make findings after the cure period set forth in the NOV about whether CICA has timely refuted or remedied the alleged violations. (*See* Ed. Code, § 47607(h).) The District may not avoid its obligation to make such findings—which must be supported by substantial evidence—by simply making a conclusory statement that it made the findings. The District also may not avoid its obligation to make such findings by simply referring back to the findings set forth in the NOV, which have nothing to do with whether or not the allegations in the NOV were refuted or cured during the mandatory cure period. The whole point of the multiple steps in the revocation statute is to provide the charter school with multiple opportunities to demonstrate that it has fully refuted or remedied the issues. The District Board's procedural errors therefore also infringed upon the charter school's due process rights.

The District's Failure to Act on Some Alleged Violations for Years Led the Charter School to Believe the District Accepted These Operational Decisions

The District spent years fully aware of many of these alleged violations and either gave tacit, or in some cases, direct, approval. The District evidenced its approval of grade level changes and site changes in part through its annual site visit reports and failure to object when the charter school was operating transparently on these issues. This, understandably, led CICA to believe that the District approved of these aspects of its educational program. To revoke CICA for these issues now, after openly allowing this same conduct, demonstrates bad faith on the part of the District. Instead of giving notice of alleged violations along with a meaningful opportunity to correct, as required by law, the District allowed these alleged violations to exist for years before notifying the charter school of them and refused to allow the school to change course. This conduct on the part of the District negatively impacted the District's ability to fulfil its duties as an authorizer. But more importantly, it does not support revocation when viewed as a whole, in light of all relevant information.

Lack of Findings of Independent Audit Firms Materially Impacted the Charter School's Ability to Both Understand and Comply with Requirements as Articulated by District

California Innovative Career Academy

Initially, the independent auditor of the charter school, Eide Bailly, did not raise any material concerns pertaining to compliance with attendance accounting laws. Not only did they issue a clean audit report for the 2022-23 fiscal year, but they subsequently issued a clean draft audit report for the 2023-24 fiscal year. These were relied upon by the HCCTS Board as evidence of CICA's legal compliance and were provided to the District. It was only after the State Auditor made its findings that Eide Bailly raised any concerns.

CICA raises this issue here because it is relevant to the County Board's policy defining substantial evidence, BP 2400, which requires that the District's findings:

- Supports revocation when viewed as a whole, in light of all relevant information.
- Demonstrates that the violation actually occurred.

Here, revoking a school for relying upon the professional advice and determinations of an auditor on the State Controller's approved list of K-12 auditing firms is unreasonable and undercuts the entire statutory scheme surrounding auditing. Further, what findings are in the independent audit reports do not support the contention that violations of law occurred. Finally, charter school board members have the right to reasonably rely on professional experts in the performance of their duties. California Corporations Code § 7231(b) states:

> In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:
>
> (1) One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented;
>
> (2) Counsel, independent accountants or other persons as to matters which the director believes to be within such person's professional or expert competence; or
>
> (3) A committee upon which the director does not serve that is composed exclusively of any or any combination of directors, persons described in paragraph (1), or persons described in paragraph (2), as to matters within the committee's designated authority, which committee the director believes to merit confidence, so long as, in any case, the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.



Nonprofit board members told by a professional auditing firm that there were no findings of legal violations relating to attendance accounting cannot reasonably be expected to correct items that they were told did not exist. Furthermore, there is no evidence that the District Board weighed this evidence that no violation relating to attendance accounting may have occurred. Eide Bailly's auditors are approved by the State Controller to conduct these audits based on their specialized expertise, and this specialized expertise should be weighed against a lack of specialized K-12 attendance accounting audit experience on the part of the State Auditor's team.

Additionally, CICA is currently in the process of appealing the State Audit decision and has every legal right to do so. It cannot be held to account for something that has not yet been adjudicated. Furthermore, notwithstanding its objections to the findings of the State Auditor's report that are apportionment significant, CICA has adopted new policies and procedures that align with the State Auditor's conclusions going forward. Thus, by any measure the evidence before the District Board does not support revocation when viewed as a whole, in light of all relevant information.

Procedural Errors and/or Omissions Occurred in the Revocation Process which Negatively Impacted the Charter School's Ability to Refute or Remedy the Alleged Violations

To the extent that the District Board argues that its "findings" are the findings from the June 17, 2025 Notice of Violation, which the District Board incorporated by reference, this constitutes a procedural error and omission in the revocation process which negatively impacted the charter school's ability to refute or remedy the alleged violation, because findings made on June 17, 2025 did not take into account whether or not the charter school had refuted or remedied by September 26, 2025. Relying on the pre-September 26, 2025 findings would, by definition, deprive CICA of an opportunity to refute or remedy the alleged violations because it would mean that, regardless of subsequent actions by CICA to refute or remedy, the District intends to revoke CICA's charter based on the June 17, 2025 information alone. Relying on the findings in the June 17, 2025 Notice of Violation would therefore also constitute a negative impact on the charter school's ability to refute or remedy, in addition to constituting a negative impact on the District's ability to complete its procedural obligations (as discussed above).

Statements Made by Trustees Reflect an Unlawful Purpose for Revocation Vote

The revocation or non-renewal of a charter by a school district authorizer is a quasi-judicial proceeding. An administrative decision is considered quasi-judicial when the decision is "made as a result of a proceeding in which by law (1) a hearing is required, (2) evidence is required to be taken, and (3) discretion in the determination of facts is vested in the inferior board." (*Eureka Teachers Assn. v. Board of Education* (1988) 199 Cal.App.3d 353, 361.)



Although there is no published case on point for this exact issue, the unpublished case *Oxford Preparatory Academy v. Chino Valley Unified School Dist.* (2019) 37 Cal.App.5th 413 addresses this topic and provides an analysis of published authority to reach the conclusion that a school district's denial of a charter school's petition to renew its charter was quasi-judicial. The *Oxford Preparatory Academy* court states:

> When reviewing the Academy's renewal petition, the District applied standards set by existing state law and regulations to the facts presented in the petition and gathered by the District itself. It held a public hearing to gauge community support, allowed speakers to make their case, and then made specific factual findings regarding the Academy's ability to operate the charter school successfully. The District's board then passed a 62-page resolution detailing the specific evidence supporting each of its factual findings, which in turn, supported its ultimate decision to deny the renewal petition. Although the District was required to consider its overarching public policy goals in reaching its decision, it was not crafting a new policy to be applied in future cases.

(*Id.* at 425-426.) This process, described in the *Oxford Preparatory Academy* case, closely mirrors the process for evaluation of charter revocation, which the District Board conducted in the instant case. The District Board held a public hearing, heard evidence, and then was tasked with determination of the facts and application of existing law to those facts. (*See Eureka*, *supra*, 199 Cal.App.3d at 361.) The process for revocation of an existing charter, therefore, has all the hallmarks of a quasi-judicial proceeding.

After the revocation vote for this school took place, one or more District Board Trustees made the remark that this vote reflected the fact that their constituents were not satisfied that all of the concerns had been remedied. For example, as to CICA, at approximately 3 hours and 25 seconds into the January 27, 2026 TRUSD Board Meeting, Trustee Jefferson stated: "The concerns raised in the Notice of Violation have not been remedied to my satisfaction, nor to that of my constituency. Um, we got a lot of people in the community that I, that elected me to this seat, that um, sent me here, and um, it's a lot of stuff that wasn't remedied, and so, my vote, that's where, I think my no vote comes from."

This is improper in a quasi-judicial proceeding for a number of reasons. First, to the extent this comment was intended to support the resolution that was approved, it should have been made during the proceeding rather than after the fact. Second, comments from constituents that were not made as part of the proceedings, and to which the school could not therefore respond, reflect improper ex parte communications that denied the school due process. Third, these comments reflect the fact that Trustees considered political factors associated with



constituent feelings, rather than the facts and evidence before them, as the only stated reason for their vote. Here, the constituents did not have an opportunity to review all of the thousands of pages of information provided to the District relating to these issues, and thus any such comments were uninformed and were improperly weighed by the District Board. Imagine if in criminal proceedings a judge, after hearing all of the evidence, decided to rule based upon feelings of county voters rather than the evidence of guilt or innocence that was on the record. This would be an improper violation of due process rights for the defendant, just as it is for the charter school here.

Additionally, Trustee Jefferson's comments reflect an improper misapplication of the law applicable to charter revocation. The relevant legal standard for the District Board is whether the charter school has failed to refute the claimed violation "to the chartering authority's satisfaction" or failed to "remedy" the claimed violation, period. (*See* Cal. Code Regs., tit. 5, § 11968.5.2(d)(1).) There is no obligation to "remedy" the violation "to the chartering authority's satisfaction"– the regulation does not allow for a subjective assessment by the District Board (or its constituents, for that matter) about the remedy.

Conclusion

Against the recommendation and findings of its own staff, the District Board voted to revoke the charter for CICA, issuing "findings" that did not identify which specific violations it still considered not to have been timely remedied or refuted or why it believes this is the case. For this reason, the District Board did not make findings, based on substantial evidence, to support its decision, as required by law. Additionally, this process contained serious procedural violations that undermined the entire revocation process, both by negatively impacting the District's ability to complete its procedural obligations as an authorizer and by negatively impacting the charter school's ability to refute or remedy the alleged violations during the cure period. The weight of the evidence, and the seriousness of the procedural defects, require reversal of the District's revocation decision.

The Sacramento County Office of Education provides an important check to ensure that District Board Members' individual political considerations do not take precedence over following the law and the charter school's due process rights. HCCTS' two charter schools serve as an important resource for the community and are relied upon by numerous vulnerable students and local organizations that serve the public good. Here, there is no question that the District Board erred both in process and in substance. Here, the inconvenient truth for the District Board is that CICA cured the issues specified in the June 17, 2025 Notice of Violation, and that the current leadership of CICA has re-routed the school and corrected mistakes from the past. Public

perception generated by media reports about HCCTS is not a lawful justification to ignore evidence on the record and take these schools away from the community that needs them.

CICA therefore respectfully requests that the Sacramento County Board of Education reverse the District Board's decision to revoke the CICA charter. Attached to this Notice of Appeal are relevant documents and evidence pertaining to the revocation.

Sincerely,

Mike Reid,
Board Chair
California Innovative Career Academy

APPEAL OF CHARTER REVOCATION OF

CALIFORNIA INNOVATIVE CAREER ACADEMY ("CICA")

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Twin Rivers Unified School District Response to
California Innovative Career Academy's Charter Revocation Appeal

April 21, 2026

A. Introduction

The Notice of Appeal regarding the Revocation of California Innovative Career Academy's Charter by the Twin Rivers Unified School District ("TRUSD" or "District") Board's on January 30, 2026, was submitted to the Sacramento County Board of Education c/o the Sacramento County Office of Education on February 27, 2026. By correspondence dated March 30, 2026, the Sacramento County Office of Education ("SCOE") confirmed timely submission of California Innovative Career Academy's ("CICA" or "Charter School") charter revocation appeal documents in both paper and electronic formats.

SCOE further notified the District and CICA that the public hearing for consideration of CICA's appeal will be scheduled for the Sacramento County Board of Education's ("SCBOE") regular meeting on May 19, 2026, at 6:30 p.m., and following the public hearing, the SCBOE may take action on the appeal. In considering CICA's revocation appeal, the SCBOE will determine whether substantial evidence in the record supports TRUSD's revocation findings.

In the March 30, 2026, correspondence, SCOE also indicated that by April 20, 2026, CICA and TRUSD may submit written arguments no longer than 25 pages, with page citations to the appeal documents, as to whether the charter revocation met the substantial evidence standard required by Education Code Section 47607. By email correspondence dated April 14, 2026, SCOE extended this deadline and confirmed that CICA and TRUSD have until the end of the day on April 21, 2026, to submit written arguments regarding the CICA charter revocation appeal.

While the submission of "written arguments" is not a part of the county level charter revocation appeal process outlined in Title 5, Calif. Code Regs., section 11968.5.4, and it is unclear whether SCOE has the authority to impose this step and corresponding deadline as part of the revocation appeal process, the District respectfully submits its "written arguments" in response to CICA's appeal in conformity with the parameters specified by SCOE ("TRUSD Response").

B. Procedural History

The District Board of Trustees ("Board") initially approved the petition for the establishment of CICA in 2019. Specifically, on or about June 25, 2019, the Board conditionally approved the petition for a five-year term from July 1, 2019, through June 30, 2024 ("Charter"). Pursuant to Education Code section 47607.4, CICA's Charter was automatically extended through June 30, 2027, by operation of law.

On or about January 16, 2020, the District and CICA entered into a Memorandum of Understanding ("MOU") to document the arrangement and agreement between the parties regarding CICA's program, operation, structure, and obligations. Subsequent amendments to the MOU approved by the Board extended its term through June 30, 2027. On or about January 23, 2024, the District and CICA agreed to Amendment No. 3 of the MOU ("MOU Amendment No. 3"), which among other things, confirmed the District's authorization of specified locations CICA

had established for its operations and made other clarifications regarding the process for approval of any new facility locations, facility safety expectations, and supervisorial oversight.

MOU Amendment No. 3 provides in part:

> "The terms of the MOU are intended by the District and Charter School to become part of the standards and procedures set forth in the Charter School's Charter approved by the District ("Charter"). Along with the Charter, this MOU will govern the relationship between the District and the Charter School regarding the operation of the Charter School. To the extent the terms of the MOU is/are inconsistent with any terms of the Charter, the MOU shall control. In addition, if the Charter is silent on an issue addressed by the MOU, the MOU shall control. As such, any violation of MOU by Charter School that also constitutes grounds for revocation per Education Code section 47607 will be treated and enforced by the District in the same manner, subject to Education Code Section 47607 and applicable implementing regulations, as it would any other violation constituting a ground for revocation."[1] (Emphasis added.)

CICA is operated and governed independently by Highlands Community Charter and Technical Schools ("HCCTS"), a California nonprofit public benefit corporation, and its Board of Directors.

Following multiple and varying requests for information and notices of concern over a twelve-month period, the District determined that HCCTS either failed to remedy multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District or makes promises of future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS. As a result, and since the District viewed CICA's material violations of the conditions, standards, or procedures of its Charter and MOU, violations of law, engagement in fiscal mismanagement, as grounds for revocation, the District determined that the point has been reached where it was necessary to initiate the first step in the formal revocation process, with the issuance of a Notice of Violation per Education Code section 47607(g) ("Section 47607") and Title 5, Cal. Code of Regulations, section 11968.5.2 ("Section 11968.5.2").

On June 17, 2025, the District's Board of Trustees unanimously approved the issuance of a Notice of Violation to California Innovative Career Academy Charter School (CICA), operated by Highlands Community Charter and Technical Schools (HCCTS). On June 18, 2025, the District delivered the Notice of Violation to HCCTS specifying a reasonable remedy period of up to and including September 26, 2025, for CICA to provide a written response to the Notice of Violation with supporting evidence addressing each identified violation.

At the conclusion of the remedy period, on September 26, 2025, CICA provided a partial response to the Notice of Violation ("CICA Response"), which excluded the exhibits and a complete Material Revision Request. The CICA Response exhibits were provided to the District on September 29, 2025, and the Material Revision Request was submitted on October 10, 2025.

[1] "Charter School" as used in the MOU Amendment No. 3 collectively refers to Highlands Community Charter and Technical Schools and CICA.

District Staff evaluated the CICA Response and all documentation produced by CICA. After conducting a thorough, objective, and data-driven review, District Staff determined that CICA sufficiently addressed one of the violations, but failed to refute to the District's satisfaction, or remedy all of the violations identified in the Notice of Violation, and found that significant violations continue to exist.

Consequently, District Staff recommended that the Board issue a Notice of Intent to Revoke and notice of facts in support of revocation to CICA ("Notice of Intent to Revoke") pursuant to Section 47607 and Section 11968.5.2. Based on the findings and recommendation of District Staff, on November 4, 2025, the District's Board unanimously approved the issuance of the Notice of Intent to Revoke based upon its determination that CICA failed to refute, take remedial action, or propose remedial action specific to each of the alleged violations constituting the following grounds for revocation: (1) CICA committed a material violation of the conditions, standards, or procedures set forth in its Charter; (2) CICA violated any law; and (3) CICA engaged in fiscal mismanagement.

In accordance with Section 47607(h), a Public Hearing was held on December 2, 2025, on the issue of whether substantial evidence existed to revoke CICA's Charter. As part of the Public Hearing, CICA was given the opportunity to present to the Board, and public comments were heard.

During a special District Board meeting on January 27, 2026, District Staff presented their analysis of the measures taken by HCCTS/CICA to refute and/or remedy the violations identified in the Notice of Revocation as of that date. While the Board thoughtfully considered District Staff's analysis and recommendation regarding revocation, it ultimately did not accept Staff's recommendation and no action was effectively taken regarding CICA's revocation at that meeting.

The District Board subsequently convened on January 30, 2026, to consider whether to approve the issuance of a Final Decision to Revoke CICA's Charter and unanimously approved issuance of a Final Decision to Revoke CICA's Charter effectively immediately. In support of its Final Decision to Revoke CICA's Charter, the Board adopted the findings of fact contained in the Notice of Intent to Revoke and its exhibits, as initially set forth in the Notice of Violation (NOV), and as stated in the Board adopted Resolution, as its written factual findings, supported by substantial evidence specific to CICA, and incorporated such findings into this Resolution as though set forth fully therein. In support of its decision to issue a Final Decision to Revoke CICA's Charter, the Board found that:

> (A) Substantial evidence demonstrates that the violations initially identified in the NOV, and demonstrated in the Notice of Intent to Revoke and exhibits thereto, and as further stated herein, have in fact occurred;
>
> (B) CICA failed to refute, remedy, or propose remedial action sufficient to remedy all of the violations identified in the NOV;
>
> (C) The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by CICA, and attempts at further corrective actions taken by CICA, although considered by the Board, failed to sufficiently remedy the violations identified in the NOV and substantiated in the Notice of

> Intent to Revoke, and/or promised unsubstantiated and unreliable future performance and resulting uncertainty regarding future compliance.

The Board authorized and directed the Superintendent or designee to notify the Sacramento County Board of Education and California Department of Education regarding the revocation approval and to take any such other actions needed to effectuate the purpose of the Resolution and notice of the revocation was provided to the SCBOE via SCOE and California Department of Education with correspondence dated January 30, 2026.

Should the SCBOE conclude that substantial evidence in the record supports the District's findings as to all, or any one of the grounds for revocation, that determination compels the SCBOE to affirm/uphold the District's revocation decision.

C. Standard of Review on Appeal

Pursuant to Section 11968.5.4, the SCBOE shall within ninety (90) calendar days of receiving CICA's Notice of Appeal, issue a written decision that explains whether, in the SCBOE's judgment, the District's factual findings are supported by substantial evidence and the District's decision regarding revocation is upheld, pending any further appeal.

> (1) In determining whether the district chartering authority's factual findings are supported by substantial evidence, the county board of education shall consider whether the district chartering authority provided the charter school's governing body as described in the school's charter a Notice of Violation, a reasonable opportunity to remedy the identified violation(s), a Notice of Intent to Revoke, a public hearing, and Final Decision, pursuant to Articles 2 and 2.5 and Education Code sections 47607(f) through (h), inclusive.
>
> (2) If the charter school submits a response to the Notice of Violation pursuant to section 11968.5.2(c), the county board of education shall, in determining whether the district chartering authority's factual findings are supported by substantial evidence, consider whether the charter school complied with the procedures set forth in that section.
>
> (3) The county board of education shall also consider whether an alleged procedural deficiency negatively impacted the charter school's ability to refute or remedy the alleged violation or the chartering authority's ability to comply with its procedural obligations or authorizing duties.

Therefore, the SCBOE's first charge is to determine whether substantial evidence exists in the record that CICA violated the law, violated material terms of its Charter, and engaged in fiscal mismanagement. "Substantial evidence" has been defined by the courts as "'relevant evidence that a reasonable mind might accept as adequate to support a conclusion....'" (*Hosford v. State Personnel Bd.* (1977) 74 Cal.App.3d 302, 307, quoting *Gubser v. Department of Employment* (1969) 271 Cal.App.2d 240, 245) Under this standard, the SCBOE "must view the evidence in the light most favorable to the board's findings and indulge all reasonable inferences in support thereof." (*Hosford v. State Personnel Bd.*, at p. 307.)

Pursuant to Section 47607, a charter may be revoked by its chartering authority if the chartering authority finds, through a showing of substantial evidence, that the charter school did **any** of the following:

> (1) Committed a material violation of any of the conditions, standards, or procedures set forth in the charter.
>
> (2) Failed to meet or pursue any of the pupil outcomes identified in the charter.
>
> (3) Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
>
> (4) Violated any law.

The District Board revoked CICA's Charter on the following grounds: (1) CICA committed a material violation of any of the conditions, standards, or procedures set forth in its Charter; (2) CICA engaged in fiscal mismanagement; and (3) CICA violated any law. As a result, if the SCBOE determines that there is substantial evidence in the record to support the District's findings in support of revocation for one or more of the above-listed grounds for revocation, it compels the SCBOE to affirm the TRUSD Board's final decision to revoke CICA's Charter.

SCBOE's second charge is to determine whether substantial evidence in the record exists to demonstrate that CICA remedied the violations at issue in the Notice of Violation by the close of the remedy period. The District issued a Notice of Violation on June 17, 2025 which afforded CICA until September 26, 2025 (over 3 months) to remedy the violations. Following review of the evidence submitted to the District in CICA's Response to the Notice of Violation, District Staff determined that the violations had not been remedied.[2] The District Board thereafter approved issuance of a Notice of Intent to Revoke on November 4, 2025.

In accordance with Section 11968.5.2, the Notice of Intent to Revoke was not issued until after the District determined CICA failed to successfully remedy the violations within the reasonable time period it was allotted to do so. In other words, the District Board already concluded by approval of the issuance of the Notice of Intent to Revoke, that CICA failed to sufficiently remedy all of the violations identified in the Notice to Violation by the expiration of the remedy period.

Although CICA submitted additional materials between September 26, 2025 and January 9, 2026, after expiration of the remedy period, which CICA asserts are additional remedial actions the District was obligated to consider, the relevant inquiry is whether the violations were remedied by the expiration of the established remedy period (See Section 11968.52). Even if the District were required to consider them, the submissions made by HCCTS after the September 26, 2025, remedy period deadline, largely consisted of revised plans, evolving explanations, and assurances of future compliance, did not demonstrate that the violations were remedied.

[2] District Staff found that only one of the violations in the Notice of Violation (the one regarding credential requirements) had been remedied.

Applicable law does not provide a standard through which the success of remedial actions should be judged nor does it require the District Board to consider remedial efforts taken after the reasonable opportunity to remedy period expired.

SCOE's own BP 2400 cited by CICA in its Appeal concurs with this conclusion stating:

2. "Substantial evidence," within the meaning of Education Code section 47607, shall be evidence that:
   a. Demonstrates that the violation was material.
   b. Supports revocation when viewed as a whole, in light of all relevant information.
   c. Demonstrates that the violation actually occurred.
   d. **Was not cured by the charter school during its reasonable opportunity to remedy the violation**. (Emphasis added.)

Moreover, even if the SCBOE were to consider the full record through January 9, 2026, the evidence still reflects that CICA failed to remedy the violations and the fiscal mismanagement grounds for revocation of its Charter.

The issue before the SCBOE is therefore narrow and well-defined. The question is not whether CICA made efforts toward compliance, nor whether alternative conclusions could be drawn. The question is whether substantial evidence in the record supports the District's findings that CICA failed to remedy the violations and fiscal mismanagement findings identified in the Notice of Violation.

The record demonstrates that CICA did not.

Across multiple violations, the evidence reflects a consistent pattern: CICA acknowledged noncompliance, proposed plans contingent on future approvals or future actions, and, in several instances, continued the very conduct that gave rise to the violations. While District Staff, in some instances, recommended that progress toward compliance could support a determination that the violation was remedied, the District Board, consistent with its statutory authority, determined that actual, demonstrable remediation had not been achieved.

Under Education Code Section 47607, that determination is the legally operative one. The District Board is not required to accept assurances of future compliance in place of evidence of actual remediation. Rather, it must determine whether the violations were, in fact, remedied. Here, the District Board reasonably concluded, based on substantial evidence, that they were not.

1. New Board Members

For all of the violations at issue, HCCTS asserts that the removal of all prior Board members constitutes a cure or remedy. It should first be noted that HCCTS failed to secure an entirely new Board of Directors. Additionally, that assertion is fundamentally flawed because changes in governance structure, standing alone, do not correct the underlying operational, fiscal, and compliance failures that gave rise to the violations. While replacing the HCCTS Board may constitute a forward-looking governance change, it does not retroactively remedy prior decision-

making failures, remedy deficient internal controls, or restore missing documentation and accountability.

Indeed, replacing the HCCTS Board of Directors does not address the absence of effective oversight, the lack of transparency in prior decision-making, or the failure to ensure compliance with CICA's Charter and applicable legal requirements. Nor does it remedy the fact that unauthorized, unsupported, or unreasonable expenditures were made.

Further, the wholesale replacement of the HCCTS Board introduces additional concerns regarding institutional capacity and continuity of oversight. Newly seated HCCTS Board members necessarily require significant time to become familiar with the organization's operations, fiscal systems, legal obligations, and compliance framework. Effective governance is developed through sustained onboarding, training, and experience, and cannot be immediately assumed upon appointment. As a result, the asserted "remedy" not only fails to correct past violations, but also creates a period of heightened risk in which the organization may lack the experienced oversight necessary to ensure compliance. At best, this approach is speculative as a corrective measure; at worst, it introduces additional instability and oversight risk at a time when heightened accountability is required.

Accordingly, HCCTS' reliance on starting over with a new Board of Directors as a purported remedy is insufficient, unsupported by the administrative record, and inconsistent with the purpose of the statutory remedy process, which requires demonstrable correction of identified violations, not merely structural change without evidence of actual remedial action.

2. New Executive Leadership

HCCTS similarly asserts that the appointment of new executive leadership effectively cures or remedies the identified violations. That assertion is equally unavailing. While changes in executive leadership may be appropriate as a prospective governance measure, they do not negate the organization's responsibility for ensuring that violations are corrected within the applicable remedy period, nor do they erase the underlying noncompliance that occurred under prior administration.

The statutory cure framework requires CICA, not any individual administrator, to demonstrate that identified violations have been remedied with verifiable evidence of compliance. Accordingly, the replacement of executive leadership does not establish that fiscal mismanagement has been corrected, or that required internal controls have been implemented and operationalized, or that deficient oversight practices have been remedied. Furthermore, it does not provide evidence that past noncompliance has been reconciled, reviewed, or brought into conformity with CICA's Charter and appliable legal requirements.

To the contrary, new leadership inherits both the obligations and the deficiencies of the organization at the time of transition. While new administrators may be positioned to implement corrective action moving forward, their appointment does not retroactively cure violations that occurred during prior years, nor does it substitute for documentation demonstrating that remedial actions were actually implemented and effective within the required remedy period.

Moreover, reliance on leadership turnover as a "cure" improperly shifts the focus away from the central inquiry under Education Code section 47607, whether CICA itself remedied the violations within the prescribed remedy period. Allowing leadership changes to serve as a substitute for demonstrated compliance would undermine the purpose of the statutory accountability framework and permit ongoing noncompliance to be excused through personnel changes alone.

Accordingly, HCCTS' reliance on the appointment of new executive leadership as a purported remedy is insufficient as a matter of law and unsupported by the administrative record. The District's findings remain grounded in whether the violations were actually remedied, not whether new personnel were installed after the fact.

3. Violation of Charter - Location Changes

As stated above, the District was under no obligation to consider evidence submitted after the September 26, 2025, remedy period had lapsed, and Staff findings adopted by the Board in support of revocation are set forth in the Notice of Intent to Revoke. (CICA Appeal, pp. 1459-1460.[3]) Even so, a review of CICA's additional submissions further substantiates those findings and confirms that the violation was not remedied.

Substantial evidence in the record supports the District's finding that CICA committed a material violation of the Charter and MOU Amendment No. 3 by expanding operations to additional locations and/or relocating existing locations, including satellite facilities or resource centers, without obtaining an approved material revision. Substantial evidence also supports the District's finding that this violation was not remedied.

HCCTS expressly acknowledged the violation, stating: "This was a failure of compliance, and we take responsibility for it." (CICA Appeal, p. 6649.) This admission alone constitutes substantial evidence supporting the District's finding.

The record further reflects that HCCTS was aware of the need to address the violation as early as June 2024. (CICA Appeal, p. 7065.) The District issued a Notice of Violation on June 17, 2025, and required submission of all materials, responses, and evidence by September 26, 2025.

Between September 26, 2025 and January 2, 2026 CICA submitted three (3) material revision requests. The first material revision request was submitted on September 29, 2025, although an incomplete submission was received on September 26, 2025 (CICA Appeal, p. 5009); the second submitted on October 10, 2025 (CICA Appeal p. 6447); and the third submitted on January 2, 2026. (CICA Appeal p. 5492.) This clearly illustrates that CICA expended significant time and energy, trying to get approval for the ongoing violation instead of taking actual action to come into compliance.

On December 2, 2025, CICA provided a response to the District's Notice of Intent to Revoke stating, "CICA drafted a detailed plan which outlines how CICA will return from the sites where we are currently serving students back to MOU Amendment No. 3 sites." (CICA Appeal, p. 5316.) CICA's Response acknowledges that CICA was operating at unapproved locations (i.e. "where we are currently serving students"). This statement references one of the many plans/promises of

[3] The citation to "CICA Appeal" here and throughout the TRUSD Response are in reference to the numbered appeal documents submitted to SCOE by HCCS with its notice of appeal documents on 2/27/26.

future compliance recorded in the evidence. The decision to continue operating at unapproved locations provides substantial evidence that the charter school failed to remedy the violation.

It is important to note that the Notice of Violation was issued on June 17, 2025 and CICA's first day of school was not until August 14, 2025. CICA had nearly two months to identify student-serving locations that complied with the terms of the approved Charter and MOU Amendment No. 3 before the start of the 2025-26 school year. Instead, HCCTS leadership chose to perpetuate the violation by utilizing locations that were not approved. CICA made the decision to submit a remedy plan that would require an approved material revision rather than taking action to ensure compliance. These actions provide strong indicators that the organization simply did not take the violation seriously.

As of the date of this TRUSD Response, the District does not have evidence that CICA has vacated from the unapproved locations. The most recent communication from the revocation evidence regarding the locations at which CICA is operating was provided to the District on January 2, 2026, as part of the third material revision. (CICA Appeal pp. 5497-5498.) In this document CICA indicated that the it was "seeking to continue" at thirteen (13) sites. Outlined below are the thirteen sites CICA was operating at as of January 2, 2026. The table also shows which sites were approved in accordance with MOU Amendment No. 3.

*Approved	Address
YES	33rd St. 2520 33rd St, Sacramento, CA 95817
NO	37th Ave. 3301 37th Avenue, Sacramento, CA 95824
NO	Boxwood St. 2260 Boxwood Street, Sacramento, CA 95815
NO	Center Pkwy. 7839 Center Parkway, Sacramento, CA 95823
NO	College Oak Dr. 4545 College Oak Drive, Sacramento, CA 95841
NO	Folsom Blvd. 10013 Folsom Blvd, Sacramento, CA 95827
YES	Franklin Blvd. 5961 Franklin Blvd, Sacramento, CA 95824
YES	1333 Grand Avenue, Sacramento, CA 95838
Non-Student/ Admin Only	Howe Ave. 1111 Howe Avenue, Sacramento, CA 95825
YES	Industrial Pkwy. 8180 Industrial Parkway, Sacramento, CA 95824
YES	Marconi Ave. 3727 Marconi Ave, Sacramento, CA 95821
NO	Old Auburn Rd. 7817 Old Auburn Road, Citrus Heights, CA 95610
YES	800 Todhunter Ave., West Sacramento, CA 95605

**Approved locations are listed in MOU Amendment No. 3 in the CICA Appeal, pp. 339-341.*

During CICA's presentation regarding its material revision request on January 13, 2026, HCCTS representatives stated that the material revision was their remedy plan, stating, "This Material Revision cures the Notice of Violation of the Charter regarding locations." HCCTS representatives also assured that, "If the Material Revision is not approved CICA will occupy only the locations listed in MOU Amendment No. 3." (CICA Appeal, pp. 6362.) Once again CICA provided promises of future compliance rather than actual compliance. At that point (January 13, 2026), CICA had run out of time to be able to return to approved locations, hoping that their assurance of future compliance would be an acceptable remedy.

During the January 27, 2026, District Board meeting, HCCTS representatives stated that "CICA returned to the locations approved in MOU Amendment No. 3" (CICA Appeal, p. 5484.) However, the District had not received any evidence that CICA vacated the unapproved locations and that

compliance had been achieved, even at that time, which was more than seven (7) months after the Notice of Violation was issued and four (4) months past the September 26th remedy deadline.

On January 27, 2026, District Staff confirmed that rather than returning to the approved locations, HCCTS assured that "CICA is moving to locations that are approved by the District…" (CICA Appeal, p. 2915.)

Taken together, CICA's admission, its continued operation at unapproved locations, promises of compliance without actions, and the absence of any evidence that the Charter School had ceased operating at unapproved locations, constitute substantial evidence supporting the District's finding that CICA committed a material violation of its Charter and failed to remedy that violation.

4. Violation of Law – Failure to Submit Annual Independent Audit Report

While the remedy period lapsed on September 26, 2025, and the District's operative findings regarding this violation are those contained in the Notice of Intent to Revoke (CICA Appeal, p. 1461), the following also addresses CICA's post-remedy period submissions. As shown below, those additional submissions do not alter, and in fact further support the conclusion that the violation was not remedied.

Substantial evidence in the record supports the District's finding that CICA committed a violation of law for failure to submit the independent audit report. Substantial evidence also supports the District's finding that this violation was not remedied.

HCCTS expressly acknowledged the violation, stating: "Highlands acknowledges that the 2023–24 audit has not yet been submitted to TRUSD and that multiple deadlines were missed. (CICA Appeal, p. 5148.) This admission alone constitutes substantial evidence supporting the District's finding.

The District's decision to proceed with revocation of CICA's Charter is supported by substantial evidence demonstrating that CICA failed to remedy the violation of law - the requirement to submit a valid independent financial audit. Although the Charter School ultimately submitted a 2023–24 report on January 2, 2026, the auditor (Eide Bailly) issued a disclaimer of opinion, indicating an inability to obtain sufficient appropriate evidence to form any conclusion regarding the reliability of the financial statements.

Eide Bailly provided a letter dated December 31, 2025 (CICA Appeal, p. 5727- 5729) in which the auditor clearly indicated that the 2023-24 report does not constitute a compliant audit and confirms the absence of any reliable financial review. In the auditor's letter to the HCCTS Board of Directors, Eide Bailly stated:

> "Our responsibility is to conduct an audit in accordance with auditing standards generally accepted in the United States of America and to issue an auditor's report. However, because of the matter described in the Basis for Disclaimer of Opinion section of our report, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion on these financial statements." (CICA Appeal, p 5728.)

An audit, by definition, culminates in an opinion supported by sufficient and appropriate evidence. Here, the auditor explicitly disclaimed that CICA did not provide such evidence and, therefore, no

opinion could be rendered. As a result, the report provides no assurance as to the accuracy, completeness, or reliability of the CICA's financial statements.

In effect, the report submitted is equivalent to not completing an audit at all. The auditor did not validate the financial records, did not reach any conclusions regarding their fairness, and did not provide the fundamental assurance required under law. Instead, the report affirmatively establishes that the auditor could not perform the core function of an audit. Under these circumstances, the District reasonably concluded that CICA failed to meet its statutory obligation to submit the 2023-24 independent audit conducted in accordance with generally accepted auditing standards.

Compounding these concerns, the audit expressly conveyed the auditor's "substantial doubt" about the organization's "ability to continue as a going concern." (CICA Appeal, p. 5727.) These findings reflect a fundamental breakdown in fiscal management and internal controls, leaving the District without any reliable basis to assess the Charter School's financial condition. Education Code section 47607 requires that revocation decisions be supported by substantial evidence, defined as evidence that is reasonable, credible, and of solid value. Here, the record contains substantial evidence that CICA did not satisfy its legal obligation.

While HCCTS' remedy plan included a commitment for timely submission of the audit report in the future, CICA has failed to follow-through with this commitment. As of the date of this TRUSD Response, HCCTS has not submitted their 2024-25 audit, which was due December 15, 2025. While the District understands that the March 30, 2026, correspondence from SCOE indicated that our arguments in response to the appeal are to be confined to the appeal record, and no new evidence will be considered, this fact clearly illustrates that the TRUSD Board appropriately found that CICA failed to sufficiently remedy this violation of law. As identified by District Board President Jefferson during the November 4, 2025, Board meeting, "There has to be a process where we can get Highlands Charter into compliance because this has been ongoing for more than a year." (CICA Appeal, November 4, 2025, Board Meeting Video, Minute Marker 2:13:01.)

Accordingly, the District has determined that CICA failed to refute this violation to the satisfaction of the District or remedy this violation. Moreover, the District acted within its oversight authority and duty to protect public funds and ensure compliance with applicable law. Accepting a no-opinion audit as sufficient would be inconsistent with legal requirements and impair our ability as authorizer to conduct meaningful fiscal oversight.

5. Violation of Law – Failure to Track Minimum Instructional Minutes

Substantial evidence in the record supports the District's finding that CICA failed to demonstrate compliance with tracking and meeting minimum instructional minutes, as required by California Education Code Section 47612.5, and that this violation was not remedied.

The record reflects that, prior to the issuance of the June 17, 2025 Notice of Violation, CICA did not maintain a system to track or verify instructional minutes. On September 9, 2024, Melissa Roberson, HCCTS acknowledged this deficiency, stating: "Due to the nature of independent study, CICA does not currently have an instructional minute's report." (CICA Appeal, p. 2168), indicating that HCCTS believed CICA to be exempt from the requirement to ensure annual minimum instructional minutes were met. It further demonstrates that CICA lacked a mechanism to track and meet requirements.

Subsequent submissions prior to June 17, 2025, reflect shifting and inconsistent approaches to instructional minute compliance monitoring. On March 24, 2025, and in subsequent submissions, CICA showed indicators that it may have transitioned from the approved traditional independent study model to a course-based independent study model. (CICA Appeal, p. 33.) In its March 24, 2025, response to the District's February 19, 2025, Request for Information Regarding CICA Instructional Minutes, HCCTS stated that pacing guides demonstrated each course included approximately 125 hours of work and that a full course load consisted of five courses per semester. (CICA Appeal, p. 840.) This explanation did not define how instructional time was calculated on a daily basis or include how time value was assigned to student work, or how total instructional minutes were tracked across instructional days. CICA simply had not established a clear or verifiable methodology for meeting the required instructional minutes for the non-classroom-based program.

On October 31, 2025, after the remedy period had lapsed, CICA submitted updated pacing guides significantly different than the previously submitted evidence (September 29, 2025). In this submission they included planning guides, curriculum maps, work samples, learning report examples, master agreements, and more. (CICA Appeal, pp. 5319- 5322.) None of the documents submitted provided the daily time value of pupil assignment. This information is required in order to track student attendance and ensure compliance with the minimum annual instructional minutes for non-classroom-based charters.

Ongoing inconsistencies are evidenced in CICA's academic calendar. CICA submitted multiple versions of the 2025–2026 student calendar, each containing errors or omissions. After the District requested clarification on October 8, 2025, the Charter School submitted revised versions on October 8 and another on October 13, 2025, acknowledging prior inaccuracies and indicating that a final version would be presented to its Board. These series of errors were documented in the Notice of Intent to Revoke. (CICA Appeal, p. 1448.) An accurate student calendar is absolutely required to calculate instructional minutes, and these inconsistencies constitute substantial evidence that CICA still lacked a stable and reliable foundation to ensure compliance after the expiration of the remedy period.

In November 2025, shortly before the issuance of the Notice of Intent to Revoke, CICA submitted an Attendance Standard Operating Procedure (SOP), asserting that the charter school "meets the statutory minimum of 64,800 instructional minutes offered per year" (This document was not included in the evidence submitted by CICA with its appeal, but a link to the SOP is included in their evidence on page 6359).[4] The SOP went on to state, "A credentialed teacher must make the determination of the actual time value of work submitted." (SOP, p 9). However, the SOP did not specify the actual number of hours of time-value for assignments each day. There is not a single mention of the minimum number of hours that teachers were determining that students must meet each day. This is a critical omission as instructional minutes for non-classroom-based charters are calculated, in part by the daily time-value of assignments multiplied by the instructional days. At a minimum CICA could have included a simple statement such as "Daily instructional work must equate to approximately __# hours of assigned work per day." This would have enabled the District to multiple that number by the total number of students days to determine if the minimum number

[4] https://hccts.community.diligentoneplatform.com/document/55ff874a-ae69-462c-aa09-9391374e017a/

of annual instructional minutes could be met. Without defined time equivalencies tied to instructional days, it is impossible to calculate whether minimum instructional minutes were met.

On January 2, 2026, over three months after the expiration of the remedy period, CICA submitted a narrative describing efforts to remedy the violation. However, CICA again failed to provide a defined methodology for calculating daily instructional time that was necessary to demonstrate that assigned work met required annual instructional minutes. (CICA Appeal, pp. 5319- 5322.)

During the January 27, 2026, District Board meeting, Trustee Vought inquired regarding this matter stating: "It was our understanding, or my understanding there was not a standard, that it was subjective and left up to the individual instructors to assign value to different minutes to assignments…" HCCTS's Chief Academic Officer replied:

> "We are very deeply standards aligned, um there is a curriculum map that we've shared with you…and have been vetted deeply across instructional minutes, but also standards. And there's also grade-level standard professional development, and we have a deeply centered and thoughtful team that does the calibration around how we vet out the instructional minutes, as their time-value is assigned to each, um instruction, each um, assignment. And then those assignments have to meet or exceed six hours. And that's how we're accruing attendance. It's very, very deeply vetted, very, very deeply protocoled. And also, teachers are offered 45 minutes every day to do planning, PLC time every afternoon, and then twice a month they have professional development sessions…" (CICA Appeal, January 27, 2025, District Board Meeting Video, Minute Marker 2:35:35.)

The above quote from HCCTS's Chief Academic Officer includes the one and only mention of a defined daily instructional expectation ("…meet or exceed six hours"). This information was not mentioned in any submission or written response and was completely omitted until that comment on January 27, 2026. It is not included in the Attendance SOP, pacing guides, teacher training materials, or anywhere in CICA's 7,301 pages of evidence.

The record reflects that District Staff believed the promises of compliance through observations of improved attendance practices, a review of the attendance improvement plan, and verification of an internal attendance compliance team provided enough assurances of future compliance to consider the violation remedied. (CICA Appeal, January 27, 2026, Board Meeting Video Record, Minute Marker, approx. 2:26:21); (CICA Appeal, p. 7170.) Staff's observations and recommendations were directly tied to attendance tracking and reporting practices. However, Staff did not confirm that CICA provided evidence that it was meeting the minimum instructional minute requirements and the District Board's decision to revoke was supported by the fact that CICA had not provided the necessary evidence of actual compliance.

Taken together, CICA's admission that it lacked an instructional minute's tracking system, its shifting and inconsistent explanations of compliance throughout the duration of process, and the lack of documented defined time-value methodology, constitute substantial evidence supporting the District's finding that the violation was not remedied even after the expiration of the remedy period.

6. Violation of Law – Violation of WIOA Exclusive Partnership Agreement

The District Board's final decision to revoke for violation of the WIOA exclusive partnership agreement is grounded in Staff's findings contained in the Notice of Intent to Revoke, which documents the District's findings as of the close of the remedy period and were incorporated by the Board in support of its decision. These findings constitute the evidentiary basis for the District's action. These findings constitute the evidentiary basis for the District's action. The pertinent Notice of Intent to Revoke language may be reviewed on page 1451 of the CICA Appeal and is provided below for SCBOE's reference and consideration.

> The CICA Response acknowledges that prior practices violated the requirements of the WIOA, which mandates that instruction be provided exclusively in partnership with WIOA programs. In the CICA Response, HCCTS restated actions taken prior to the issuance of the NOV and asserted a commitment to correcting past errors and ensuring future compliance. However, the three (3) exhibits submitted were identical to those previously provided to the District and did not offer any new or substantive evidence to refute or remedy the violation.
>
> Due to the absence of additional supporting documentation, the District finds that this violation remains unremedied. Furthermore, the District notes material inconsistencies between statements provided by the CTE Instructor and representations made in the CICA Response. Accordingly, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District.

7. Engaged in Fiscal Mismanagement – San Diego Administrative Location

While the remedy period lapsed on September 26, 2025, and the District's operative findings regarding this violation are those contained in the Notice of Intent to Revoke (CICA Appeal, p. 1467), CICA's post-remedy period submissions further demonstration that the violation was not remedied.

Substantial evidence in the record supports the District's finding that HCCTS engaged in fiscal mismanagement by securing a site at 406 9th Avenue, Suite 310, San Diego, CA 92101 ("San Diego site"), which constituted a significant and inappropriate expenditure of public funds. The location is described as a 1,068-square-foot condominium that "Includes a dedicated balcony with unparalleled views of Petco Park," a Major League Baseball stadium. The record further reflects that this facility was not accessible to CICA students. (CICA Appeal, pp. 7057–7061.)

CICA expressly acknowledged the violation by stating that the decision "was a misstep that does not align with our mission or our responsibility to ensure all expenditures directly benefit students." (CICA Appeal, p. 7074.) This admission alone constitutes substantial evidence supporting the District's finding.

The record further reflects that the District Board articulated concerns regarding both the nature of the expenditure and the lack of a plan to address this misuse of public funds. During the December 2, 2025, Board meeting, Trustee Elkarra stated: "I understand it was to expand into the San Diego region, but my understanding is that this was, like, a penthouse, like, overseeing the baseball

stadium. It was a very expensive suite, you know, why not just rent an office space somewhere in San Diego? Why, you know, spend so much money…" (CICA Appeal, December 2, 2025, Board Meeting Video, Minute Marker 2:43:29.)

Separately, Trustee Baker directly raised the issue of financial remediation, asking "How the tax payers are going to get that money back…", and further stating that this was an essential question he was "...going to need to be addressed." (CICA Appeal, December 2, 2025, Board Meeting Video, Minute Marker 1:31:42.) In response to Trustee Baker's question regarding recovery of funds, HCCTS legal counsel stated: "They're not. They're not gonna get it back." (CICA Appeal, December 2, 2025, Board Meeting Video, Minute Marker 1:32:07.) This response demonstrates that HCCTS declined to pursue or even consider a path to possibly recoup the improperly expended public funds. As a result, HCCTS failed to identify a remedy reasonably calculated to address the fiscal violation.

Although HCCTS leadership asserted that they could not "go back in time" to address past expenditures, the record shows they understood that corrective action may include efforts to recover previously expended funds. HCCTS acknowledged taking such steps in other contexts, stating:

> "I can tell you, though, that with regard to some expenses, the school has sent letters. Asking for money to be **returned to the school**. And specifically, that relates to the trip to Hawaii and the trip to Paris that occurred. Jonathan personally sent the letters to the individuals who went on those trips, **demanding they return that money.**" (CICA Appeal, December 2, 2025, Board Meeting Video, Minute Marker 1:34:04.)

These actions demonstrate HCCTS recognized that seeking repayment is a viable means of addressing improper expenditures. However, HCCTS leadership did not propose or pursue a comparable remedy to address the funds expended on the San Diego site.

The District informed CICA of its failure to remedy the violation as described in the November 4, 2025, Notice of Intent to Revoke: "The District notes that considerable public funds were expended on a facility that has not been used to serve HCCTS students, and no evidence has been provided to demonstrate that these expenditures have been appropriately addressed, mitigated, or remedied. Although the District recognizes the actions taken to reduce ongoing costs, this violation remains unresolved." (CICA Appeal, p. 1452.)

On January 2, 2026, CICA provided a remedy plan with an explanation of the evidence they had submitted to address the violation. (CICA Appeal, pp. 5555-5557.) The remedy plan focused exclusively on the San Diego lease agreement and promises of future compliance through updates to HCCTS board policies. CICA did not present corrective actions directed at restoring misused public funds or otherwise mitigating the fiscal impact.

During the January 27, 2026, District Board meeting, District Staff presented its findings and recommendation regarding this fiscal mismanagement basis to revoke. (CICA Appeal, p. 2917.) Staff found that CICA had terminated or bought out the lease (addressing the cessation of future expenses), adopted or revised board policies (which included requirements already outlined in law), and updated the fiscal policies and procedures manual (promises of future compliance).

District Staff represented that they believed the violation could be considered remedied because HCCTS addressed the issue of ongoing expenditures and promised to comply with law moving forward. However, Staff did not find that CICA had addressed the misspent funds. The District Board ultimately disagreed with Staff's recommendation related to this fiscal mismanagement ground to revoke, concluding that the fiscal harm had not been addressed, and that CICA failed to remedy the violation because no attempt was made to return the misused public funds.

HCCTS's chosen course of action was limited to a two-month early lease termination which failed to address the core issue identified by the District - the improper expenditure of public funds and the absence of accountability for those funds. HCCTS' failure to explore any potential avenue for restitution or mitigation substantially supports the Board's determination that the violation remained not sufficiently remedied.

Accordingly, the District Board's determination to revoke CICA's Charter is supported by substantial evidence and reflects a rational and appropriate exercise of its oversight responsibility to ensure fiscal accountability and protect against the inappropriate use of public funds.

D. Conclusion

The record before the SCBOE contains substantial evidence supporting the District's findings in support of revocation.

For each violation, there is substantial evidence on the record that CICA violated law, its Charter/MOU, and engaged in fiscal mismanagement, and failed to remedy those violations within the required remedy period (June 17, 2025 – September 26, 2025). In multiple instances, CICA continued to operate out of compliance, failed to provide required documentation, or relied on assurances of future compliance rather than demonstrating that compliance had been achieved and violations remedied.

CICA's assertions that progress, intent, or future plans should be deemed sufficient to find that its violations have been remedied is inconsistent with the statutory framework. Education Code section 47607 requires that violations be remedied, not merely addressed through proposed actions or deferred commitments. The District Board properly applied this standard and concluded that based upon substantial evidence, CICA violated the law, its Charter, and engaged in fiscal mismanagement, and that CICA failed to sufficiently remedy these violations.

While District Staff identified areas of improvement and, with some of the violations recommended that progress made by CICA could support a finding that the violation had been remedied, the District Board did not accept Staff's recommendation and ultimately determined that the violations were not remedied. That determination and final decision to revoke was within the District Board's lawful authority and discretion and is supported by substantial evidence in the record.

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Even when viewed individually, the violations provide substantial evidence supporting revocation. Taken together, the violations demonstrate a broader pattern of noncompliance, including:

- Continued operation at unapproved locations;
- Failure to produce a valid independent audit;
- Misuse of public funds without meaningful corrective action; and
- Failure to establish or document compliance with instructional minute requirements.

These are not technical or minor deficiencies, but fundamental failures affecting fiscal integrity, legal compliance, and the District's ability to provide effective oversight.

CICA was afforded both notice and ample opportunity to remedy these violations. Rather than demonstrating compliance within the remedy period, CICA elected to pursue alternative strategies, seeking approval after the fact, revising plans, and offering assurances of future compliance. In doing so, CICA assumed the risk that such efforts would not be sufficient for the District Board to decline to revoke CICA's Charter, which the District Board ultimately concluded that it did not based on substantial evidence.

Should the SCBOE conclude that substantial evidence in the record supports the District's findings as to all, or any one of the grounds for revocation, that determination compels the SCBOE to affirm/uphold the District's revocation decision. Therefore, the District respectfully urges the SCBOE to affirm/uphold the District Board's decision to revoke CICA's Charter.



Sacramento County Office of Education Analysis

Highlands Community Charter School and California Innovative Career Academy Charter Revocation Appeals

May 19, 2026

Sacramento County
Office of Education Analysis
Highlands Community Charter School and
California Innovative Career Academy
Charter Revocation Appeals

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SACRAMENTO COUNTY OFFICE OF EDUCATION
ANALYSIS OF HIGHLANDS COMMUNITY CHARTER SCHOOL AND CALIFORNIA INNOVATIVE CAREER ACADEMY CHARTER REVOCATION APPEALS

I. INTRODUCTION

On January 30, 2026, the Twin Rivers Unified School District ("District") Board of Trustees ("Board") revoked the charters of the Highlands Community Charter School ("HCCS") and California Innovative Career Academy ("CICA") (collectively "Charter Schools"). Both HCCS and CICA are operated by Highlands Community Charter and Technical Schools ("HCCTS"), a nonprofit public benefit corporation. On February 27, 2026, the Charter Schools timely filed appeals from the revocations to the Sacramento County Board of Education (County Board), under Education Code section 47607, subdivision (i).

On appeal, the County Board's scope of review is limited to determining whether the revocation findings made by the District Board are supported by substantial evidence. (Ed. Code, § 47607, subd. (i).)

The Education Code identifies three potential outcomes for charter revocation appeals:

- The County Board "may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence." (Ed. Code, § 47607, subd. (i)(2).)
- The County Board may affirm the revocation if it finds that the findings of the District Board are supported by substantial evidence. (Ed. Code, § 47607, subd. (i)(2).)
- If the County Board does not issue a decision on the appeal within 90 days of receipt, the Charter School may appeal the revocation to the State Board of Education (SBE). (Ed. Code, § 47607, subd. (i)(3)) If the County Board does not issue a decision within 90 days, the District's decision is upheld, pending any further appeal. (Cal. Code Regs., tit. 5, § 11968.5.4, subd. (b).)

If the County Board upholds a revocation or does not issue a decision on the appeal, the Charter School may appeal to the SBE. If the County Board reverses a revocation, the District may appeal to the SBE. (Ed. Code, § 47607, subds. (i)(2),(3).)

If the County Board (without further appeal) or SBE reverse the revocation, the Charter School would return to authorization by the District. (Ed. Code, § 47607, subd. (k).)

II. SUMMARY OF ANALYSIS

The threshold question for the County Board is whether the District's revocation of the charters was supported by substantial evidence. The County Board may uphold the revocations if it finds that the revocations were supported by substantial evidence; it may reverse the revocations if it finds that they were not supported by substantial evidence.

In *Napa Valley Unified School District v. State Bd. of Education* (2025) 110 Cal. App. 5th 609, 625 the court explained:

> Under the substantial evidence test, our review begins and ends with a determination of whether there is substantial evidence, contradicted or uncontradicted, to support the findings. We do not reweigh the evidence and are bound to indulge all presumptions and resolve all conflicts in favor of the administrative decision. Substantial evidence is relevant evidence that a reasonable mind might accept as adequate to support a conclusion.

After issuing several requests for information and Notices of Concern to the Charter Schools over many months, the District initiated the formal revocation process by issuing a Notice of Violation (NOV) in June 2025 for material violations of the charter and Memorandum of Understanding (MOU), failure to meet generally accepted accounting principles, engaging in fiscal mismanagement, and violations of law. The Notice of Violation provided the Charter Schools with a remedy period up to and including September 26, 2025 (HCCS 28-6500; CICA 36-6428)[1]. The District concluded that the Charter Schools had not remedied the violations by the end of the remedy period. The appeal record includes adequate evidence to support this conclusion (*Id.*; HCCS 1254-1270, 6505-6525, 2483-2500; CICA 1439-1455, 6433-6453, 2884-2901). As a result, on November 4, 2025, the District Board issued a Notice of Intent to Revoke and moved forward with the legally required revocation proceedings, including holding public hearings on the revocations and taking final action on the revocations within the legally required time periods (HCCS 1254-1274, 8212-8217, 8170-8190; CICA 1439-1472, 7152-7157, 7110-7130).

After the District Board adopted the Notice of Intent to Revoke, the Charter Schools continued their efforts to remedy their violations after the remedy deadline through January 2026. At the January 27, 2026 Board meeting on the final revocation decisions, District staff recommended that the Board decline to revoke the charters based on staff's findings that the Charter Schools had successfully refuted or remedied all violations after the conclusion of the remedy period (HCCS 8206-8207; CICA 7146-7147). However, the District Board declined to adopt the staff's recommendations and, on January 30, 2026, adopted resolutions revoking both Charter Schools based upon the findings and supporting evidence submitted with its November 4, 2025 Notice of Intent to Revoke, in which it determined that the Charter Schools had not sufficiently remedied its violations by the end of the remedy period (HCCS 6503-6504; CICA 6431-6432).

The evidence in the appeal record shows that the District provided the notices and procedures required by Education Code section 47607, subdivision (h) before revoking the Charter Schools. The issue that arises is whether the District was required to consider the remedies performed by the Charter Schools *after* the close of the remedy period on September 26, 2025 to refute or remedy its violations. If not, the record contains substantial evidence to support the charter revocations.

However, if the District was required to consider the remedies performed by the Charter Schools after the close of the remedy deadline, then the County Board will need to determine whether the record contains substantial evidence, contradicted or uncontradicted, that is adequate to support the District Board's revocation decision.

III. FACTUAL AND PROCEDURAL BACKGROUND

A. Background of Charter Schools

[1] All references to the record are to the documents submitted with the HCCS and CICA appeals.

HCCS is a classroom-based charter school currently serving 613 students, with 1,668 students reported on its waitlist (HCCS 2, 4). Its charter states that it will service grades 1, 2, and 12 (HCCS 56). HCCS serves adult students from a wide range of age, ethnic, cultural and language backgrounds, specifically targeting high school dropouts, parents, immigrants, refugees, veterans, former foster youth, and ex-offenders (HCCS 2-4, 59-60). It offers a Career Technical Education (CTE) curriculum to its twelfth graders (HCCS 56-61, 75-78). The HCCS Charter identifies a main campus at 1333 Grand Avenue, Sacramento, CA 95838, and also identifies 23 other locations, consisting mostly of local businesses, agencies, and places of worship in Sacramento (HCCS 227-228). Its charter was originally authorized by the District in 2014, and its current charter term expires on June 30, 2027 (HCCS 1524).

CICA is a remote learning school currently serving 826 students, with 372 students reported on its waitlist (CICA 2-3, 37). It serves "adults 22 years of age and older, who do not have a U.S. high school diploma" (CICA 52, 1824). CICA seeks to serve unserved and underserved adults, many of whom are immigrants to the United States who are attending school to learn English, while pursuing a high school diploma and gaining career skills to make themselves employable, through a CTE curriculum (CICA 55-56). The CICA charter also identifies its location as 1333 Grand Avenue, Sacramento, CA 95838. Its charter was originally authorized by the District in 2019, and its current charter term expires on June 30, 2027 (CICA 1824).

Although not specifically the subject of the charter revocations, the Charters Schools acknowledge that, in June 2025, the California Office of the State Auditor issued an audit report accusing HCCS and CICA of compliance violations, including issues related to alleged fiscal mismanagement by members of the Charter Schools' previous leadership team. The Charter Schools assert that, even before the State Audit report was released, they had changed their Executive Director and hired a new leadership team in July 2025, who have been working to correct deficiencies caused by the prior executive leadership and move the Charter Schools into alignment with best practices. Furthermore, two appeals are pending with the Education Audit Appeals panel related to attendance accounting and credentialing and associated penalties (HCCS 4-5, 6515, 6861-6907; CICA 4-5, 7160, 7184).

B. District Revocation Proceedings

1. Allegations in June 2025 Notice of Violation

In June 2025, the District issued a Notice of Violation to HCCTS, alleging violations committed by both HCCS and CICA (HCCS 28-6500; CICA 36-6428). The Notice of Violation followed numerous Requests for Information and Notices of Concern previously issued to the Charter Schools over many months (*See*, e.g., HCCS 239-273, CICA 326-331 [August 2024 - March 2025 Correspondence Re Need for Material Revision to Serve Grade Levels Not Authorized by Approved Charters]; HCCS 294-302, 357-362, 394-397, 429-441, 497-508, CICA 353 - 370, 426-428, 574-575, 589-595, 658-659 [June 2024, August 2024, September 2024, January 2025, April 2025 Notices of Concern and Requests for Information Re Facility Location Discrepancies and MOU Compliance]; CICA 568 -573 [September 2024 Request for Information Re Enrollment Reports]; HCCS 510-568, CICA 697- 705 [March 2025, April 7, 2025, April 24, 2025 Requests for Information and Notices of Concern Re Independent Financial Audit Report]; HCCS 597-651, CICA 727 - 786 [October 2024 Request for Information Re Instructional Minutes; January 2025 Student Attendance Review]; CICA 1027 [April 2024 Notice of Concern Re Marysville 2 (Baseball Field) Location]; HCCS 572-574, 593-594, CICA 1098-1099, 1115-1119 [January 2025, March 2025 District Correspondence Re CALPads Reporting Errors]; HCCS 883 - 895, CICA 1316-1317, 1124-1125 [October 2024, December 2024, February 2025

District Complaint/Request for Information Re Non-students Participating in CTE Truck Driving Certification Courses], etc.).

The June 2025 Notice of Violation stated that "HCCTS has either failed to remedy multiple areas of concern despite receipt of multiple information requests and notices from the District or makes promises of future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS. As a result and since the District views [the Charter Schools'] material violations of the conditions, standards, and procedures of its Charter and MOU, failure to meet generally accepted accounting principles, or engaged in fiscal mismanagement, and violations of law as grounds for revocation, the District has determined that the point has been reached where it is necessary to initiate the first step in the formal revocation process contained in the Education Code, which is the issuance of a Notice of Violation..." (HCCS 44; CICA 44).

Unless otherwise indicated, the violations discussed below were alleged equally against both HCCS and CICA. The Charter Schools assert that all the violations allege conduct that either predated their current executive leadership team or relate to claims of failure by the current team to resolve issues that originated with prior leadership to the District's satisfaction (HCCS 6; CICA 6).

a. Alleged Violation of Charter

i. Grade Level Changes

The Notice of Violation alleged that both the HCCS and CICA Charters stated that they would offer grades 1, 2 and 12, but that the Charter Schools also enrolled students in grades 9 and 10 without requesting a material revision to the District, in violation of Education Code section 45604, subdivision (a)(4), which requires that "[a]fter receiving approval of its petition, a charter school that proposes to expand operations to one or more additional sites or grade levels shall request a material revision to its charter and shall notify the chartering authority of those additional locations or grade levels" (HCCS 31; CICA 39).

ii. Location Changes

The Notice of Violation alleged that both HCCS and CICA added locations not listed in their Charters, or the January 23, 2024 MOU between the parties which added additional locations, in violation of an MOU provision that the Charter Schools "submit a written request to the District if the 'Charter School seeks to establish operations at one or more additional locations(s) or move any of its existing location(s), including satellite facilities or resource centers…'" (HCCS 31; CICA 39). The MOU contains a provision incorporating its terms into that of the Charters (HCCS 1520-1523; CICA 1824-1827). The Notice of Violation also alleged that the Charter Schools failed to provide fully executed copies of lease agreements at the request of the District in violation of Education Code section 47604.3 (HCCS 32; CICA 40).

b. Alleged Violation of Law

i. Failure to Timely Submit Annual Independent Audit Report

The Notice of Violation alleged that HCCS and CICA failed to submit their annual independent audit report for Fiscal Year 2023-2024 by December 15, 2024, in violation of Education Code section 47605, subdivision (m), which requires charter schools to "transmit a copy of its annual,

independent financial audit report for the preceding fiscal year...to its chartering authority...by December 15 of each year." Although the District requested the 2023-2024 audit report multiple times, as of June 2025, the audit report had not been submitted (HCCS 32; CICA 40).

The Notice of Violation also alleged that CICA's failure to timely and adequately respond to the District's inquiries regarding its audit report and operations at facilities violated Education Code section 47604.3 (HCCS 32; CICA 40).

ii. Credential Misassignments

The Notice of Violation alleged that the Charter Schools assigned a teacher with an Adult Education credential to teach subject matter in a general K-12 setting, relying on erroneous information from the San Diego County Office of Education instead of consulting with the California Commission on Teacher Credentialing (HCCS 32-33; CICA 41).

iii. Failure to Track Minimum Instructional Minutes

The Notice of Violation alleged that HCCS maintained average class sizes as high as 227 students, and that, during a site visit, students were observed arriving and leaving without intending to remain for instruction and were sent home with packets without attending the full instructional day due to limited classroom capacity. The Notice of Violation further noted that the Charter school discarded attendance records. Therefore, the District believed that Charter School students did not receive the 80 percent (80%) of classroom-based instructional minutes required for classroom-based schools (HCCS 33).

The Notice of Violation against CICA alleges that CICA confirmed in writing on September 9, 2024 that it "does not currently have an instructional minutes report" (CICA 41). After two written requests from the District for documentation showing how CICA tracked instructional minutes, the District noted the following concerns:

- Potential material changes to a Course-Based Independent Study delivery, which would require HCCTS Board approval under Education Code section 51749.5. The District did not believe the pacing guides contained all the required information that the HCCTS Board of Directors would need to certify the minutes under a course-based model.
- The hours listed for each course were not totaled and, in some cases, did not meet minimum instructional minute requirements as outlined in Education Code section 51747.5.
- No explanation for how requirements are met during weeks with less than five school days.
- No explanation whether all students are required to carry a full workload, which is required to determine whether the minimum instructional minutes were being met.
- Errors in the number of hours shown for certain courses, lack of time valuations for the "Guided Notes," and no explanation for how this course would total 103.2 hours as claimed.

- Discrepancies in the total hours and an explanation for the discrepancies are required to fully show the minimum instructional minutes are being met for English C and Pre-Algebra A.

- Discrepancies in the instructional calendar provided by the Charter Schools and in the agenda materials for the HCCTS May 15, 2025 Board meeting (CICA 42)[2].

iv. Alleged Violation of WIOA Exclusive Partnership Agreement

The Notice of Violation alleged that HCCS and CICA allowed individuals who were not enrolled students to participate in its CTE Truck Driving program, violating the legal requirement that instruction be provided exclusively in partnership with Workforce Innovation and Opportunity Act (WIOA) programs, as contained in the WIOA Exclusive Partnership Agreement (HCCS 33-34; CICA 42-43).

c. Alleged Fiscal Mismanagement and Failure to Meet Generally Accepted Accounting Principles

The District alleged that HCCS and CICA committed fiscal mismanagement and failure to meet generally accepted accounting principles by securing and maintaining a site with public funds at 406 9th Avenue, Suite 310, San Diego, CA, listed as a luxury condominium with a balcony view of Petco Park, even though it serves no students in the area (HCCS 34-35; CICA 43).

The District also alleged that HCCS committed fiscal mismanagement and failure to meet generally accepted accounting principles by maintaining a site at 1431 C Street, Marysville, CA, listed in its MOU as a location for CTE programs. The District verified that the site was a baseball field, not provided for student use, for which HCCTS donated $25,000 for upgrades, including $12,500 to sponsor a privately operated professional baseball team (HCCS 34).

In response to several Notices of Concern by the District, HCCTS and the City of Marysville entered into a termination agreement for the baseball field. However, HCCTS under the agreement was still obligated to pay $33,639.80 in lease payments annually through April 30, 2026. HCCTS also sold publicly funded equipment valued at $52,494.34 to the City for $1.00 under the November 30, 2024 termination agreement (HCCS 34). The District alleged that the ongoing lease payments, the disposal of publicly funded equipment at a nominal price, and the initial misrepresentation of the site's intended use constitutes fiscal mismanagement (HCCS 35).

d. Notice of Violation Remedy Period

The Notice of Violation provided the Charter Schools a remedy period of "up to and including September 26, 2025" to provide the following responses set forth in California Code of Regulations, title 5, section 11968.5.2, subdivision (c):

(1) "Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school

[2] The Charter Schools' receipt of state apportionment for instructional minutes was and is the subject of proceedings with the State of California. (HCCS 4-5, 6515, 6861-6907; CICA 4-5)

specific to each alleged violation; the written response shall be due by the end of the remedy period identified in the Notice of Violation; [and]"

(2) "Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation" (HCCS 35; CICA 34-35).

The Notice of Violation further stated that "while the District appreciates and acknowledges HCCTS' responsiveness to various requests for information and notices of concern in other areas over the past twelve months, HCCTS has either failed to remedy multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District or makes promises of future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS." (HCCS 35; CICA 44)

2. Notice of Intent to Revoke

On November 4, 2025, after the expiration of the remedy period, the District staff recommended that the Board take action on a Notice of Intent to Revoke. Staff concluded that the Charter Schools failed to remedy all but one of the violations identified in the District's June 2025 Notice of Violation:

> District staff have evaluated the [the Charter Schools'] Response[s] and all documentation produced by [the Charter Schools]. After conducting a thorough, objective, and data-driven review, District staff determined that [the Charter Schools] ha[ve] sufficiently addressed one of the violations, but ha[ve] failed to refute to the District's satisfaction, or remedy all of the violations identified in the NOV, and significant violations continue to exist, including material violations of the conditions, standards, or procedures of its charter, and violations of law. Consequently, District staff recommends that the Board issue this Notice of Intent to Revoke and notice of facts in support of revocation to [the Charter Schools] (HCCS 1239; CICA 1440).

The Board approved the issuance of the Notice of Intent to Revoke by a 6-0 vote, with one Board member absent (HCCS 8184-8185; CICA 7124-7125).

Following is a summary of the District's November 4, 2025 evaluation of whether the Charter Schools remedied the violations identified in the June 2025 Notice of Violation:

Violation	Charter School Response	District Determination
Charter Violations		
1. Grade Level Change	HCCS acknowledged offering grades 9 and 10 beginning in 2020-2021 without seeking a material revision to the charter. HCCS submitted a request for material revision to the District under Ed. Code, §§ 47605, subd. (a)(4) and 47607 and indicated it would return to grade levels specified in the existing charter if the District disapproved of the material revision (HCCS 1242, 6507-6509, 6564, 7784, 5302; District Notice of Intent to Revoke Exh. B (HCCS 1483-1518)).	**Not remedied.** The request for material revision was submitted after the remedy period ended on September 26, 2025, depriving the District an opportunity to evaluate it before a recommendation was required on the Notice of Violation. While HCCTS states that it will align grades with the charter, it is currently serving students outside the charter, and its response failed to provide any plans, timelines, or actions that will be taken to transition from the current structure to the approved grade levels (HCCS 1242; CICA 1443; Notice of Violation Exh. B (HCCS 1483-1518) and TRUSD Mar. 26, 2025 letter (HCCS 1516)).
2. Location Changes	The Charter Schools acknowledged that they opened or relocated sites without seeking a material revision, as required by Education Code and MOU Amendment 3. Submitted a request for material revision to address this violation and indicated it would limit its operations to District-approved sites if the Board does not approve certain sites (HCCS 1243, 6509-6511; CICA 1444, 6435-6436, 6439).	**Not remedied.** The request for material revision was submitted after the remedy period ended on September 26, 2025, depriving the District an opportunity to evaluate it before a recommendation was required on the Notice of Violation. HCCS knowingly and willfully disregarded multiple Notices of Concern and District communications by repeatedly approving and occupying new locations despite its receipt of directives and warnings from the District. The Charter Schools are currently operating at locations that have not been approved by the District and failed to provide details regarding how the leases will be terminated for the locations or the corrective actions that will be taken to ensure continued compliance. The District also contends that HCCS failed to provide lease agreements in response to the District's April 23, 2025 Notice of Concern/ Request for Information regarding HCCS's sites (HCCS 1243-1244, 1742-1753; CICA 1444-1445; Notice of Violation Exh. C (HCCS 1519-1753); TRUSD April 23, 2025 Notice of Concern/ Request for Information (HCCS 1742-1753)).
Violations of Law		
1. Failure to Submit 2023-2024 Annual Independent Audit Report	The Charter Schools acknowledged their obligation to provide FY 2023-2024 audit reports by December 15, 2024 under Ed. Code, § 47605, subd. (m) and that the audit reports have not been submitted and that multiple	**Not remedied.** The Charter Schools had not submitted the required audit report by the end of the September 26, 2025 remedy period, over nine months after the statutory deadline. The District issued a number of requests for the audit report

Violation	Charter School Response	District Determination
	deadlines were missed. Blames third party vendors for delay in finalizing the audit report and they will provide the completed audit report immediately upon its release from Eide Baily (HCCS 1245; CICA 1445-1446).	and Notices of Concern. The District found that " the delay is a direct and foreseeable consequence of internal failures in governance, fiscal oversight, and academic accountability" (HCCS 1245-1246; CICA 1446; Notice of Violation Exh. D (HCCS 1754-1813); TRUSD April 24, 2025 Notice of Concern (HCCS 1795-1796)).
2. Credential Mismanagement	HCCS and CICA laid off teachers not holding the required credential, conducted a credential review of its staff, and established support systems, hiring reforms, and governance safeguards (HCCS 1247-1249; CICA 1448-1450).	**Remedied** to the satisfaction of the District (HCCS 1248; CICA 1450; Notice of Violation Exh. E (HCCS 1814-2261)).
3. Failure to Track Minimum Instructional Minutes	HCCS: Cites corrective actions, including attendance tracking and enforcement, attendance policies, re-engagement strategies, and employee training (HCCS 1246). CICA: Cites compliant practices in documentation of student engagement, work product evaluation, and assessment of time-value through pacing guides (CICA 1448). HCCTS asserted there were numerous flaws with the state audit process which led to the conclusion that the Charter Schools owed a significant amount of apportionment to the state for disallowed ADA. Therefore, both Charter Schools have filed appeals with the Education Audit Appeals Panel (EAAP) (HCCS 6515, 6816-6907).	**HCCS: Not remedied.** HCCS failed to address unlawful practices directly witnessed by a District observer. HCCS failed to address the core issue that "students cannot be required to attend at least 80% of the time when classroom capacity does not accommodate all students listed on a teacher's roster," as "[t]he HCCS Response failed to include documentation verifying classroom capacity, student-to-teacher ratios, or teacher rosters/records necessary to confirm that enrollment does not exceed facility limitations" (HCCS 1246-1247). HCCS failed to address "observations of students being sent home with packets and others arriving and leaving intermittently without remaining for instruction" and "provided no evidence that these practices have been corrected, communicated to staff, or are being actively monitored for compliance" (HCCS 1247). HCCS submitted three versions of its student calendars, all of which contained discrepancies (HCCS 1247). The District found that HCCS's submission of revised board policies, without evidence of implementation, was insufficient to demonstrate corrective action (HCCS 1247). As the Charter School is partially relying on the pending Education Audit Appeal

Violation	Charter School Response	District Determination
		Panel (EAAP) decision to fully cure and/or remedy this violation, the District cannot determine that this violation has been remedied or cured without the final EAAP determination (HCCS 1247; Notice of Violation Exh. E (HCCS 1814-2261)). **CICA: Not remedied**. The District found the following deficiencies in the documentation submitted by CICA: • "[T]he pacing guides lack clarity regarding instructional sequence and expectations, and there is insufficient information describing how time values are determined for assignments or instructional activities." • "[T]he methods used to evaluate and score student work are not clearly defined, making it impossible to verify whether students are meeting stated learning objectives." • CICA submitted three versions of its student calendars, all of which contained discrepancies. • CICA student agreements lacked clarity and were not provided in the student's primary language (CICA 1448).
4. Violation of WIOA Partnership Agreement	The Charter Schools acknowledged the past violation of the WIOA partnership agreement by allowing non-students to enroll in the Truck Driving program. The Charter Schools issued a stop notice and ended this practice after investigating, taking disciplinary action against the responsible employee, discontinued the informal partnerships with the local agencies involved, suspended the Truck Driving program until the Charter Schools could ensure full compliance, and discontinued all non-student participation as of Jan. 6, 2025 (HCCS 1250; CICA 1450-1451).	**Not remedied.** The District found the documentation submitted in support of the remedy to be insufficient. "The three (3) exhibits submitted were identical to those previously provided to the District and did not offer any new or substantive evidence to refute or remedy the violation. Due to the absence of additional supporting documentation, the District finds that this violation remains unremedied" (HCCS 1250; CICA 1451; Notice of Violation Exh. E (HCCS 1814-2261); "Highlands Community Charter and Technical Schools - Student Attendance Review: Commissioned by Twin Rivers Unified SD," (HCCS 1842-1946); HCCS "2025-2026 Academic School Calendar," attached as Exh. AI to HCCS NOV response (HCCS 7563-7564)).

Violation	Charter School Response	District Determination
Fiscal Mismanagement		
1. San Diego Administrative Location	The Charter Schools acknowledge that the decision to lease the San Diego condominium was a misstep, does not align with its mission or responsibility to students, recognizes that this was poor judgment under prior leadership, and understands the District's concerns that this was fiscal mismanagement. It has faceted the property and engaged a broker to sublease the space (HCCS 1250; CICA 1451-1452).	**Not remedied.** The District noted that no evidence was provided to support the contention that the condominium had been vacated, the lease remains active, and "considerable public funds were expended on a facility that has not been used to serve HCCTS students, and no evidence has been provided to demonstrate that these expenditures have been appropriately addressed, mitigated, or remedied." Therefore, "the District has determined that [the Charter School] failed to refute or remedy this violation to the satisfaction of the District" (HCC 1251; CICA 1452; Notice of Violation Exh. F, Correspondence from HCCTS to TRUSD regarding sites (HCCS 2262-2278)).
2. Marysville 2 Location	HCCS: HCCS responded that the lease of the baseball field was conducted by prior leadership and acknowledged that it did not constitute an appropriate use of public funds. HCCS terminated the lease, though it remained obligated to make payments through April 2026, and has attained net savings of $88,000 compared to the original lease terms. It also represented that this matter had been resolved to the fullest extent possible, given the inability of the current administration to prevent or unwind past decisions (HCCS 1251-1252).	**Not remedied.** HCCS continues to bear financial obligations under the lease. "The ongoing financial obligations associated with the lease, the disposal of equipment at a nominal price, and the initial misrepresentation of the site's intended use, collectively demonstrate a pattern of fiscal mismanagement and a failure to exercise appropriate stewardship of public funds. Therefore, the District has determined that HCCS failed to refute or remedy this violation to the satisfaction of the District." (HCCS, 1252; Notice of Violation Exh. G, TRUSD Feb. 19, 2025 Notice of Concern to HCCTS (HCCS 2367-2369); HCCTS response (HCCS 2370-2376); HCCS 2279-2376)).

3. Material Revision Request

On December 2, 2025, the District Board held public hearings on the charter revocations under Education Code section 47607, subdivision (h) and the Charter Schools' request for material revisions to obtain approval of the grade levels and site locations being operated in violation of the charters (HCCS 8193-8196, 8198, 6564, 7784, 5302; CICA 7132, 7134-7139, 5009, 6447, 5492).

On January 13, 2026, the Board declined to approve the Charter Schools' requests for material revisions (Jan 13, 2026 Minutes re CICA; Jan 13, 2026 Minutes re HCCS). The final decision on the revocation was scheduled for the January 27, 2026 Board meeting (HCCS 8200-8202; CICA 7140-7142).

4. Charter Revocation Hearings

a. January 27, 2026 Board Meeting

The Charter Schools' descriptions of the remedies implemented in response to the Notice of Violation are summarized below. Unless otherwise stated, these corrective actions were taken after the end of the September 26, 2025 remedy deadline.

Violation	Charter Schools' Position Remedy - Between Sept. 26, 2025 and Jan. 2026
Charter Violations	

1. Grade Level Changes	After the District Board denied the material revision to add grade levels, HCCS reverted to only serving grades 1, 2, and 12, and ceased enrolling students into ninth (9th) and tenth (10th) grades (HCCS 8231-8232). The CICA charter states that the Charter School may serve grades up to eighth (8th) and 9-12 (CICA 7168).
	
	Source Documents:
	• CICA Dec. 2, 2025 PowerPoint (CICA 6437-6439, 6634-6636)
	• CICA Jan. 27, 2026 PowerPoint (CICA 6624)
	• HCCS Jan. 27, 2026 PowerPoint (HCCS 5271)
	• CICA Sept. 26, 2025 Response to NOV (CICA 6647-6649)
	• Exhs. A-E:
	  ○ Exhibit A: 2024.12.02 HCCTS Response Grade 9 and 10 (HCCS 6526-6550)
	  ○ Exhibit B: 2024.06.03 TRUSD RFI High School Program (HCCS 6551-6553)
	  ○ Exhibit C: 2024.08.28 HCCTS Addition of 11th Grade (HCCS 6554-6557)
	  ○ Exhibit D: Board Agenda for September 18, 2025 HCCTS Board of Directors (HCCS 6558-6562)
	  ○ Exhibit E: HCCS Material Revision Board approved on September 18, 2025 (HCCS 6563-6707)

2. Location Changes	The Charter Schools state that they have taken action to terminate/buy-out leases on unapproved locations and adopted a new BP 7150.5 on "School Site Opening and Closure Policy" (HCCS 8232-8233; CICA 7168). Source Documents: • CICA Dec. 2, 2025 PowerPoint (CICA 6435-6436, 6637-6638) • CICA Jan. 27, 2026 PowerPoint (CICA 6625) • CICA Sept. 26, 2025 Response to NOV (CICA 6649-6651) ○ Locations identified in material revision approved by HCCTS Board on Sept. 18, 2026 (HCCS 6510-6511)
Violations of Law	
1. Failure to submit audit	The Charter Schools submitted the audit report, due December 15, 2024, on January 2, 2026, and blame the delay on a third-party vendor (HCCS 8233-8234; CICA 7169, 6638). Source Documents: • CICA Jan. 27, 2026 Power Point (CICA 6626) • CICA Sept. 26, 2025 Response to NOV (CICA 6651-6652)

Violation	Charter Schools' Position Remedy - Between Sept. 26, 2025 and Jan. 2026

	• Exhs. F-J (Correspondence between HCCTS and auditor):
	  ○ Exhibit F: Eide Bailly Communication Tracker 2024-2025 (HCCS 6708-6711)
	  ○ Exhibit G: 2025.04.17 Letter from Eide Bailly Regarding State Controller and State Auditor (HCCS 6712-6713)
	  ○ Exhibit H: 2025.8.5 Letter to Eide Bailly Requesting Production of Audit (HCCS 6714-6716)
	  ○ Exhibit I: 2025.9.11 YM&C Follow-up letter to Eide Bailly (HCCS 6717-6721)
	  ○ Exhibit J: Document requests from Eide Baily fulfilled by HCCTS (HCCS 6722 -6746)

2. Credential Mismanagement	The Charter Schools state that they changed their staffing practices in the area of credential compliance. The District had determined that the Charter School had remedied this area when it approved the Notice of Intent to Revoke (HCCS 8233-8234; CICA 7170).
	
	Source Documents:
	• CICA Dec. 2, 2025 PowerPoint (CICA 6441, 6641)
	• CICA Jan. 27, 2026 PowerPoint (CICA 6628)
	• CICA Sept. 26, 2025 Response to NOV (CICA 6652-6653)
	• Exhs. K-U:
	  ○ Exhibit K: Email from San Diego County Office of Education Nancy Mora (HCCS 6747-6749)
	  ○ Exhibit L: Resolution of The Board of Directors of HCCTS Approving Reduction in Force for Credentialed Teachers (HCCS 6750-6754)
	  ○ Exhibit M: 4112.2 BP Credentialing Requirements Communications (HCCS 6755-6757)
	  ○ Exhibit N: 2025.06.10 Formalized Agreement with UMass Global (HCCS 6758-6771)
	  ○ Exhibit O: Example of Teacher Agreement HCCTS K-12 Single Subject Credential Pathway (HCCS 6772- 6779)
	  ○ Exhibit P: Mentor Teacher Job Description (Full Time) (HCCS 6780-6783)
	  ○ Exhibit Q: Edjoin Mentor Teacher Job Posting (HCCS 6784-6786)
	  ○ Exhibit R: Mentor Teacher at HCCS - Sacramento EDJOIN (HCCS 6787-6789)
	  ○ Exhibit S: 4112.3 BP Teacher Credentialing Reimbursements (HCCS 6790-6793)
	  ○ Exhibit T: Teacher Retention Bonus Agreement (HCCS 6794-6797)
	  ○ Exhibit U: 4212.8 BP - Anti-Nepotism and Employment of Relatives (HCCS 6798-6800)

3. Failure to Track Instructional Minutes	The Charter Schools state that they have "taken corrective actions to improve attendance policies & procedures as evidenced by revised calendars, bell schedules, staff training, and internal audits," improved practices for attendance enforcement and engagement, and worked with Charter Impact for support on attendance monitoring and reporting (HCCS 8234-8235; CICA 7170-7171).

Violation	Charter Schools' Position Remedy - Between Sept. 26, 2025 and Jan. 2026
	Source Documents: • CICA Dec. 2, 2025 PowerPoint (CICA 6640, 6642) • CICA Jan. 27, 2026 PowerPoint (CICA 6627) • Sept. 26, 2025 Response to NOV (CICA 6654-6655) • Exhs. V-AL: o Exhibit V: HCCS Student Handbook (HCCS 6801-6859) o Exhibit W: Request for Review to Education Audit Appeals Panel (HCCS 6860-6890) o Exhibit X: Request for Formal Appeal for CICA (HCCS 6891-6907) o Exhibit Y: PowerSchool logs related to attendance (HCCS 6908-7539) o Exhibit Z: 3581 BP Data Retention and Record Management (HCCS 7540-7542) o Exhibit AA: 5113.1 BP Attendance Enforcement (HCCS 7543-7545) o Exhibit AB: School House Partners - Forensic Auditors (HCCS 7546-7547) o Exhibit AC: 5120 BP Satisfactory Academic Progress (HCCS 7548-7550) o Exhibit AD: 5111.5 Disenrollment and Involuntary Removal (HCCS 7551-7552) o Exhibit AE: 5131 BP Student Conduct (HCCS 7553-7555) o Exhibit AF: 6164.5 BP Student Success Teams (SSTs) (HCCS 7556-7558) o Exhibit AG: Bell Schedule 2025-2026 (HCCS 7559-7560) o Exhibit AH: HCCS Instructional Minutes (HCCS 7561-7562) o Exhibit AI: Academic Calendar 2025-2026 (HCCS 7563-7564) o Exhibit AJ: 6151 BP Class Sizes and Enrollment (HCCS 7565-7567) o Exhibit AK: 6170 BP Student-to-Teacher/Paraeducator Ratios (HCCS 7568-7570) o Exhibit AL: 7110 BP Physical Classroom Capacity (HCCS 7571)
4. Violation of WIOA Partnership Agreement	The Charter Schools state that they had discontinued the external partnerships operating the programs in which non-WIOA students were enrolled. The District asserted that the Charter Schools had not submitted sufficient documentation of corrective action by the end of the September 26, 2026 remedy period (HCCS 8235; CICA 7171). Source Documents: • CICA Jan. 27, 2026 PowerPoint (CICA 6629) • CICA Jan. 27, 2026 PowerPoint (CICA 6627) • Sept. 26, 2025 Response to NOV (CICA 6655-6656) • Exhs. AM-AO: o Exhibit AM: 2025.03.28 Letter from HCCTS Detailing Investigation into the Truck Driving Program (HCCS 7572-7661) o Exhibit AN: 2024.12.02 TRUSD Findings Regarding Truck Driving (HCCS 7662-7665) o Exhibit AO: 2024.12.02 Truck Driving Program Follow-up (HCCS 7666-7666)

Violation	Charter Schools' Position Remedy - Between Sept. 26, 2025 and Jan. 2026
Fiscal Mismanagement	
1. San Diego Administrative Location	The Charter Schools state that they had completed the lease termination/buy-out by November 18, 2025, and also enacted BP 7150.5 ("School Site Opening and Closure Policy") and updated its Fiscal Policies and Procedures Manual (HCCS 8235-8236; CICA 7171-7172). Source Documents: • CICA Dec. 2, 2025 PowerPoint (CICA 6641) • CICA Jan. 27, 2026 PowerPoint (CICA 6630) • Sept. 26, 2025 Response to NOV (CICA 6657) • Exhs. AP-AQ: o Exhibit AP: Sublease Agreement for San Diego (HCCS 7667-7676) o Exhibit AQ: Sublease Marketing Materials by Newark Realty (HCCS 7677-7682)
2. Marysville 2 Location (HCCS)	HCCS states that it had completed the lease termination/buy-out by November 18, 2025, and also enacted BP 7150.5 ("School Site Opening and Closure Policy") and updated its Fiscal Policies and Procedures Manual (HCCS 8235-8236). Source Documents: • Sept. 26, 2025 response to NOV (HCCS 6521) • Exhs. AR-AZ: o Exhibit AR: Mutual Termination of Lease Agreement (HCCS 7683-7687) o Exhibit AS: Marysville Expenses Chart (HCCS 7688 -7689) o Exhibit AT: Itemized Equipment from Marysville 2 (HCCS 7690-7691) o Exhibit AU: Marysville_Baseball field Lease agreement (HCCS 7692-7710) o Exhibit AV: Marysville 2 Lease agreement (HCCS 7711-7728) o Exhibit AW: 2024.09.24 Response NOC RFI Marysville 2 (HCCS 7729-7732) o Exhibit AY: 2024.10.16 Letter from TRUSD with Findings Regarding Marysville 2 (HCCS 7733-7735) o Exhibit AZ: 2025.02.19 Letter from HCCTS explaining use of equipment following termination of Marysville 2 lease (HCCS 7736-7741)

Recommendation of District Staff

The District's minutes from the January 27, 2026 meeting reflect that District staff stated that CICA had cured the violations in the Notice of Violation to the satisfaction of District staff after the conclusion of the remedy period. Therefore, District staff recommended that the Board approve the issuance of a final decision declining to revoke the charter:

> While staff findings presented to the Board during the November meeting determined that CICA failed to remedy or refute all violations to the District's satisfaction, this presentation provided an update based on a review of additional

> information submitted by the charter after the conclusion of the remedy period, between October 1, 2025 and January 9, 2026. This review found that CICA has successfully refuted or remedied all violations; providing evidence that grade levels were approved in the original petition, submitting plans to return to authorized locations, submitting the overdue audit report with plans to change audit firms, improving credentialing practices, the implementation of attendance compliance monitoring systems, terminating external partnerships and the CTE Truck Driving program, and adopting or revising board policies to address fiscal mismanagement. District staff recommended that the Board decline to revoke the charter (CICA 7146-7147; HCCS 8206-8207).

District staff made the same recommendation as to HCCS:

> Based on a data-driven review of the documentation and evidence submitted after the conclusion of the remedy period, District staff determined that all violations have been remedied to the district's satisfaction and recommended that the Board decline to revoke the charter (HCCS 8209-8211; CICA 7149-7150).

The District's conclusions that the Charter Schools had remedied the violations are included in the PowerPoint presented to the Board on January 27, 2026 (HCCS 2509-2523; CICA 2907-2921).

The motion to adopt the District staff's recommendations and issue a final decision declining to revoke both Charter Schools failed by a 1-6 vote by the District Board (January 27, 2026 meeting minutes, HCCS 8209; CICA 7149-7150). However, there was no motion or action taken by the Board to actually revoke the charters at the January 27, 2026 meeting.

b. January 30, 2026 Board Meeting

On January 30, 2026, the District Board held a special meeting to take action on resolutions to revoke the charters of HCCS and CICA (HCCS 8212-8213, 8215; CICA 7152-7153, 7155). The Board passed resolutions to revoke both charters by a 7-0 vote (HCCS 8215, 8218-8220; CICA 7155-7156). The District's revocation resolutions cite to the findings in the Notice of Intent to Revoke in support of the revocation:

> In support of its Final Decision to Revoke [the Charter Schools'] Charter, the Board adopts the facts and findings contained in the Notice of Intent to Revoke and its exhibits, as initially set forth in the NOV, and as stated herein, as its written factual findings, supported by substantial evidence specific to [the Charter Schools], and incorporates such findings into this Resolution as though set forth fully herein; and in support of its decision to issue a Final Decision to Revoke [the Charter Schools'] Charter, the Board further finds that:
>
> > (A) Substantial evidence demonstrates that the violations initially identified in the NOV, and demonstrated in the Notice of Intent to Revoke and exhibits thereto, and as further stated herein, have in fact occurred;
> >
> > (B) [The Charter Schools] failed to refute, remedy, or propose remedial action sufficient to remedy all of the violations identified in the NOV;

> (C) The violations set forth in the NOV and Notice of Intent to Revoke, have not been sufficiently remedied by [the Charter Schools], and attempts at further corrective actions taken by [the Charter Schools], although considered by the Board, failed to sufficiently remedy the violations identified in the NOV and substantiated in the Notice of Intent to Revoke, and/or promised unsubstantiated and unreliable future performance and resulting uncertainty regarding future compliance.
>
> (HCCS 6503-6504; CICA 6431-6432)

The Charter Schools' appeals to the Sacramento County Board of Education followed. After the appeal was submitted, the Sacramento County Office of Education (SCOE) provided the Charter Schools and the District with an opportunity to submit optional written arguments, with page citations to the appeal documents, as to whether the charter revocations met the substantial evidence standard required by Education Code section 47607. (*See*,Twin Rivers Unified School District Response to HCCS and CICA Charter Revocation Appeal, April 21, 2026. Written Arguments of HCCS and CICA Re: Appeal of Revocation of Highlands Community Charter School to Sacramento County Board of Education, April 21, 2026.)

IV. APPLICABLE LEGAL STANDARDS OF REVIEW FOR REVOCATION APPEAL

Education Code section 47607, subdivision (i)(2) describes the County Board's scope of review of a district's charter revocation decision as follows: "The county board of education may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence."

A. Regulations Governing the Scope of Review

The regulations governing County Board consideration of charter school appeals from revocation contain the following three-part test:

> (1) In determining whether the district chartering authority's factual findings are supported by substantial evidence, the county board of education shall consider whether the district chartering authority provided the charter school's governing body as described in the school's charter a Notice of Violation, a reasonable opportunity to remedy the identified violation(s), a Notice of Intent to Revoke, a public hearing, and Final Decision, pursuant to Articles 2 and 2.5 and Education Code section 47607, subdivisions (f) through (h), inclusive.
>
> (2) If the charter school submits a response to the Notice of Violation pursuant to Title 5 of the California Code of Regulations, section 11968.5.2, subdivision (c), the county board of education shall, in determining whether the district chartering authority's factual findings are supported by substantial evidence, consider whether the charter school complied with the procedures set forth in that section.
>
> (3) The county board of education shall also consider whether an alleged procedural deficiency negatively impacted the charter school's ability to

> refute or remedy the alleged violation or the chartering authority's ability to comply with its procedural obligations or authorizing duties (Cal. Code Regs., tit. 5, § 11968.5.4, subds. (b)(1)-(3).)

B. The "Substantial Evidence" Standard

The "substantial evidence" standard is commonly used by courts to determine the legality of governmental agency action. Under the substantial evidence standard, the County Board does not decide the appeal based upon whether it would have revoked the charter if it were in the place of the District under the same facts and circumstances. Rather, the County Board may only reverse it if it concludes that the revocation was not supported by substantial evidence.

American Indian Model Schools v. Oakland Unified School District (2014) 227 Cal.App.4th 258, 286 (AIMS), the primary published case adjudicating a school district's charter school revocation, describes the scope of review:

> Courts "may not reweigh the evidence or substitute their judgment for that of the agency. They uphold an agency action unless it is arbitrary, capricious, lacking in evidentiary support, or was made without due regard for the petitioner's rights." (*Sequoia Union High School Dist. v. Aurora Charter High School* (2003) 112 Cal.App.4th 185, 195.)

Topanga Assn. for a Scenic Community v. County of Los Angeles (1974) 11 Cal.3d 506, 514-515, cited by the court in AIMS, stated that "the reviewing [entity] must determine both whether substantial evidence supports the administrative agency's findings and whether the findings support the agency's decision," and implicit to this statute "is a requirement that the agency which renders the challenged decision must set forth findings to bridge the analytic gap between the raw evidence and ultimate decision or order." (*AIMS, supra*, 227 Cal.App.4th 258, 278.)

County Board Policy 2400 ("BP 2400 Charter School Petitions") defines "Substantial Evidence" in the context of the "renewal, non-renewal, or revocation" of County Board approved charters:

> VII. Renewal, Non-Renewal, or Revocation
>
> D(2): "Substantial evidence," within the meaning of Education Code section 47607, shall be evidence that:
>
> a. Demonstrates that the violation was material.
> b. Supports revocation when viewed as a whole, in light of all relevant information.
> c. Demonstrates that the violation actually occurred.
> d. Was not cured by the charter school during its reasonable opportunity to remedy the violation.

The courts have recognized that an inherent part of the "substantial evidence" standard is the presumption in favor of the lower tribunal's decision. In *Napa Valley Unified School District v. State Bd. of Education* (2025) 110 Cal. App.5th 609, 625 the court explained:

> Under the substantial evidence test, our review begins and ends with a determination of whether there is substantial evidence, contradicted or uncontradicted, to support the findings. We do not reweigh the evidence and

> are bound to indulge all presumptions and resolve all conflicts in favor of the administrative decision. Substantial evidence is relevant evidence that a reasonable mind might accept as adequate to support a conclusion.

"In administrative mandate cases, abuse of discretion is established if the agency has not proceeded in the manner required by law, the order or decision is not supported by the findings, or the findings are not supported by substantial evidence in light of the whole record." (*Martis Camp Community Assn. v. County of Placer* (2020) 53 Cal.App.5th 569, 593.)

V. EVALUATION OF THE CHARTER SCHOOLS' APPEAL

A. Application of Three-Part Test

1. Whether the District Provided the Legally Required Notices and Procedures in Connection with the Revocation Procedures

Title 5 of the California Code of Regulations, section 11968.5.4, subdivision (b)(1) requires the County Board to determine whether the District provided the Required Notices and Procedures in Connection with the Revocation Procedures:

> In determining whether the district chartering authority's factual findings are supported by substantial evidence, the county board of education shall consider whether the district chartering authority provided the charter school's governing body as described in the school's charter a Notice of Violation, a reasonable opportunity to remedy the identified violation(s), a Notice of Intent to Revoke, a public hearing, and Final Decision, pursuant to Articles 2 and 2.5 and Education Code section 47607, subdivisions (f) through (h), inclusive. (Cal. Code Regs., tit. 5, § 11968.5.4, subd. (b)(1).)

The record demonstrates that, as required by Education Code section 47607, subdivisions (f) through (h), the District provided the Charter School with:

- A Notice of Violation dated June 12, 2025, which was adopted by the District's Board on June 19, 2025 (HCCS 28-1237; CICA 27 - 1438);
- More than a 90-day opportunity to remedy the identified violation(s) (from June 19, 2025 - September 26, 2025);
- A Notice of Intent to Revoke on November 4, 2025 (HCCS 1238-1270; CICA 1439 - 1468);
- A Public Hearing on December 2, 2025 (HCCS 8193-8194; 8198; CICA 7132; 7136-7139); and
- A Final Decision on January 30, 2026 (HCCS 8215, 8218-8220; CICA 7155).

The Charter Schools' appeal does not contend that the District failed to provide the notices and hearings as required by Education Code section 47607, subdivisions (f) through (h).

2. Whether the Charter Schools' Response to the Notice of Violation Complied with the Required Procedures

Title 5 of the California Code of Regulations, section 11968.5.4, subdivision (b)(2) requires the County Board to determine whether the Charter Schools' response to the Notice of Violation met the procedural requirements:

> If the charter school submits a response to the Notice of Violation pursuant to section 11968.5.2(c), the county board of education shall, in determining whether the district chartering authority's factual findings are supported by substantial evidence, consider whether the charter school complied with the procedures set forth in that section. (Cal. Code Regs., tit. 5, § 11968.5.4, subd. (b)(2).)

Under Title 5 of the California Code of Regulations, section 11968.5.2, subdivision (c), upon receipt of a Notice of Violation, the charter school's governing body, if it chooses to respond, shall take the following actions:

> (1) Submit to the chartering authority a detailed, written response addressing each identified violation which shall include the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation. The written response shall be due by the end of the remedy period identified in the Notice of Violation. (Emphasis Added)
>
> (2) Attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation.

Under Title 5 of the California Code of Regulations, section 11968.5.2, subdivision (d), after conclusion of the reasonable opportunity to remedy, the chartering authority shall evaluate the charter school's response to the Notice of Violation and any supporting evidence, if submitted, and shall take one of the following actions:

> (1) If the chartering authority has substantial evidence that the charter school has failed to refute to the chartering authority's satisfaction, or remedy a violation identified in the Notice of Violation, continue revocation of the school's charter by issuing a Notice of Intent to Revoke to the charter school's governing body as described in the school's charter; or
>
> (2) Discontinue revocation of the school's charter and provide timely written notice of such action to the charter school's governing body as described in the school's charter.

The Charter Schools submitted their written response by the end of the remedy period identified in the Notice of Violation, on September 26, 2025.[3] However, the Charter Schools had not remedied or refuted all the violations identified by the Notice of Violation to the District's satisfaction by the September 26, 2025 remedy deadline. Among other things, the Charter Schools' legally required 2023-2024 independent audit report had not been submitted, the Charter Schools' tracking of instructional minutes remained an issue (and the subject of pending Education Audit Appeal Panel (EAAP) proceedings), the lease for the San Diego luxury

[3] Although the District asserted that it could not access the Charter Schools' attachments on September 26, 2026, it does appear that the Charter Schools' responses were submitted by September 26, 2026.

condominium was still active, and while HCCS had terminated the lease for the Marysville baseball field, it remained obligated to make lease payments through April 2026 (HCCS 1242-1252; CICA 1443-1452).

As a result, on November 4, 2025, the District took action to continue revocation of the Charter Schools by issuing a Notice of Intent to Revoke based on its findings that the Charter Schools did not adequately respond to the Notice of Violation by the end of the September 26, 2025 remedy period (HCCS 1239; CICA 1440). The District's Notice of Intent to Revoke stated that "HCCTS has either failed to remedy multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District or makes promises of future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS" (HCCS 35; CICA 35; *See*, Section II(B)(2), pp. 5-8, above).

While the Charter Schools submitted a response to the District's Notice of Violation pursuant to Title 5 of the California Code of Regulations, section 11968.5.2, subdivision (c) by the end of the remedy period on September 26, 2025, the record supports a finding that the Charter Schools had not remedied or refuted all the pending violations to the District's satisfaction by the end of the remedy period. Accordingly, as permitted by Title 5 of the California Code of Regulations, section 11969.5.2, subdivision (d), the District Board took action to continue revocation of the Charter Schools by issuing a Notice of Intent to Revoke.

3. Whether a Procedural Deficiency Negatively Impacted the Charter Schools' Ability to Refute or Remedy the Alleged Violation

Title 5 of the California Code of Regulations, section 11968.5.4, subdivision (b)(3) requires the County Board to determine whether any procedural deficiency negatively impacted the charter school's ability to refute or remedy the alleged violation:

> The county board of education shall also consider whether an alleged procedural deficiency negatively impacted the charter school's ability to refute or remedy the alleged violation or the chartering authority's ability to comply with its procedural obligations or authorizing duties. (Cal. Code Regs., tit. 5, § 11968.5.4, subd. (b)(3))

As noted above, the appeal record demonstrates that the Charter Schools had not remedied or refuted all the pending violations to the District's satisfaction by the end of the remedy period on September 26, 2025. Accordingly, as permitted by Title 5 of the California Code of Regulations, section 11969.5.2, subdivision (d), the District took action to continue revocation of the Charter Schools by issuing a Notice of Intent to Revoke on November 4, 2025 and thereafter scheduling a public hearing on December 2, 2025, and a decision hearing on the revocation on January 27 and 30, 2026, as required by Education Code section 47607, subdivision (h).

a. Was the District Board Procedurally Required to Allow the Charter Schools to Correct their Violations After the September 26, 2025 Remedy Period Deadline

The issue that arises is whether the District was procedurally required to provide the Charter Schools with additional time after the September 26, 2025 deadline to remedy its violations.

Education Code section 47607 and Title 5 of the California Code of Regulations, section 11968.5.4 do not require a school district to allow a charter school to remedy violations after the

expiration of the remedy period set forth in the Notice of Violation, nor do they prohibit it from doing so.

The District Board's decision hearing on the revocation was scheduled on January 27, 2026. By this time, District staff had concluded that the Charter Schools *had* adequately remedied the infractions in the Notice of Violation based on actions taken by the Charter School *after* the conclusion of the remedy period on September 26, 2025, between October 1, 2025 and January 9, 2026. As stated in the Board minutes for the January 27, 2026 meeting:

> While staff findings presented to the Board during the November meeting determined that CICA failed to remedy or refute all violations to the District's satisfaction, *this presentation provided an update based on a review of additional information submitted by the charter* ***after the conclusion of the remedy period, between October 1, 2025 and January 9, 2026.*** *This review found that CICA has successfully refuted or remedied all violations;* providing evidence that grade levels were approved in the original petition, submitting plans to return to authorized locations, submitting the overdue audit report with plans to change audit firms, improving credentialing practices, the implementation of attendance compliance monitoring systems, terminating external partnerships and the CTE Truck Driving program, and adopting or revising board policies to address fiscal mismanagement. District staff recommended that the Board decline to revoke the charter (CICA 7146-7147; HCCS 8206-8207). (Emphasis Added)

Notwithstanding the District staff's January 27, 2026 recommendations, the District Board declined to adopt the staff's January 27, 2026 recommendations. Instead, finding that the Charter Schools' violations were not refuted or remedied to its satisfaction, it revoked the Charter Schools on January 30, 2026 (HCCS-8138-8220; CICA-7075-7157).

As the Education Code and regulations include no requirement to allow remedies after the close of the remedy period, the County Board may properly find that the District Board had the discretion to allow the Charter Schools to remedy its violations after the September 26, 2025 remedy deadline, but was not required to do so. While District staff recommended accepting the post deadline remedies, the District Board was not required to accept this recommendation.

If the County Board finds that the District Board was not required to consider remedies implemented after the September 26, 2025 remedy deadline, then it follows that the District Board's January 30, 2026 revocation resolution, which was based on the November 4, 2025 Notice of Intent to Revoke, contained substantial evidence to support revocation. The District's November 4, 2025 Notice of Intent to Revoke stated that "HCCTS has either failed to remedy multiple areas of concern despite its receipt of multiple information requests and notices of concern from the District or makes promises of future improvements without offering viable plans that either have been implemented or are capable of being implemented by HCCTS" (HCCS 35; CICA 35). (*See*, Section II(B)(2), pp. 5-8, above). The District's January 30, 2026 resolution memorializing the charter revocations confirms that when the District staff recommended issuing a Notice of Intent to Revoke on November 4, 2025:

> District staff evaluated the response from [the Charter Schools] and all documentation produced with the response, and after conducting a thorough, objective, and data-driven review, District Staff determined that [the Charter Schools] failed to refute to the District's satisfaction, or remedy all of the violations identified in the NOV, and that significant violations continue to exist,

> including material violations of the conditions, standards, or procedures of its charter, fiscal mismanagement, and violations of law…[B]ased upon the substantial evidence demonstrating CICA's failure to refute and/or remedy multiple violations identified in the NOV, District staff recommended that the Board approve issuance of the a Notice of Intent to Revoke and notice of facts in support of revocation ("Notice of Intent to Revoke") to CICA pursuant to Education Code section 47607 and Section 11968.5.2, and the Board approved issuance of a Notice of Intent to Revoke at its meeting on November 4, 2025, supported by substantial evidence presented therewith…(HCCS 6503; CICA 6431).

If the County Board finds that the District was not required to consider remedies taken after the remedy deadline, then the District's Board had the right to demand that remedies be complete by the end of the remedy period on September 26, 2025, and to revoke the charters based upon the Charter Schools' failure to complete remedies by the end of the remedy period. In this case, the District's factual findings support its legal conclusion that the Charter Schools failed to remedy the violations set forth in the Notice of Violation. (*See, e.g., American Indian Model Schools v. Oakland Unified School District* (2014) 227 Cal.App.4th 258.)

B. If the Charter Schools Were Entitled to Correct Their Violations After the Original Remedy Deadline, Is there Substantial Evidence to Support a Conclusion that Violations Were Not Sufficiently Remedied

Alternatively, if the County Board finds that the District Board was required to consider remedies implemented by the Charter Schools after the remedy period but before the final revocation decision on January 30, 2026, then it must determine whether the record contains substantial evidence to support the Board's finding that the Charter Schools had failed to refute, remedy, or proposed remedial actions sufficient to remedy all the violations identified in the Notice of Violation. (*See,* District Revocation Resolution, HCCS 6501-6504, CICA 6429-6432.) Substantial evidence is relevant evidence, contradicted or uncontradicted, that a reasonable mind might accept to support a conclusion. (*Napa Valley Unified School District, supra,* 110 Cal. App. 5th at 625.)

The appeal record indicates that, as of January 27, 2026, District staff were satisfied with the Charter Schools' remedies. District staff's presentation noted that between October 2025 and January 2026, "HCCTS submitted a substantial amount of evidence showing compliance and providing confirmation that the organization has *begun to take steps* to remedy violations" (HCCS 2514, CICA 2912). However, members of the District's governing board expressed that the concerns in the Notice of Violations had not been remedied to their satisfaction (HCCS 8211).

If the County Board determines that there is relevant evidence to support the District Board's conclusion that the Charter Schools had not adequately remedied or refuted any of the violations to its satisfaction at the time of the Board's revocation decision, then it may uphold the

District's revocation even if it finds that the District was required to allow remedies after the September 26, 2026 remedy deadline.[4]

Alternatively, if the County Board determines that the District Board's dissatisfaction with the Charter Schools' remedies as of January 30, 2026 was not supported by substantial evidence in the appeal record, then it may overturn the District's revocation decision if it also finds that the District Board was required to consider remedies implemented between the September 26 remedy deadline and its January 30, 2026 revocation decision.

C. Were there Other Procedural Deficiencies that Negatively Impacted the Charter Schools' Ability to Refute or Remedy the Alleged Violations

The Charter Schools' appeal asserts that the following procedural errors/omissions negatively impacted the District's ability to comply with its procedural obligations and duties as an authorizer:

1. Conclusory Findings

The Charter Schools contend that the District Board committed procedural errors and omissions "[b]y issuing conclusory 'findings' with no explanation of why the facts before the District Board led to the District Board's conclusion that CICA 'failed to refute, remedy, or propose remedial action sufficient to remedy all of the violations identified in the NOV…'" (HCCS 19; CICA 17). The Charter Schools contend that, as a result of the District staff's recommendation to decline to revoke the charter, and the District Board's vote to revoke, the "'analytic gap' between the 'raw evidence' before the District Board and the 'ultimate decision or order' is not bridged in any respect by the District Board's purported "findings." (*citing, American Indian Model Schools v. Oakland Unified School Dist*. (2014) 227 Cal.App.4th 258, 278.) (HCCS 20; CICA 18.)

This allegation does not constitute a "procedural deficiency" that "negatively impacted the charter school's ability to refute or remedy the alleged violation or the chartering authority's ability to comply with its procedural obligations or authorizing duties" (Cal. Code Regs., tit. 5, § 11968.5.4, subd. (b)(3)). The record shows that the Charter Schools were provided an opportunity to refute or remedy the alleged violations *before* the District adopted its findings and decision. Therefore, the District's findings could not have impacted the Charter Schools' ability to refute or remedy its violations.

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[4] For example, the District Board could have determined that the remedies were not adequate because, although the Charter Schools had terminated the lease on the San Diego luxury condominium, the public funds expended on the property had not and would not be recovered; or although HCCS had terminated the lease for the Marysville baseball field, public funds were still being used to pay for the Marysville site through April 2026 and previous expenditures would not be recovered, or although the Charter Schools had made serious efforts to improve practices related to student attendance enforcement, the Charter Schools' instructional minutes tracking and attendance policy was still at issue pending the outcome of the state EAAP audit proceedings; or although the Charter Schools had "submitted plans to return to authorized locations," and "has been taking action to terminate or buy-out leases," it was not clear that this had been accomplished yet. Each of these issues were detailed in the Notice of Intent to Revoke, which was incorporated into the Board's final resolutions. (HCCS 6503-6504; 1239-1252; CICA 6431-6432, 1440-1452) And these remained issues as of January 27, 2026. (HCCS 6515, 6517, 6861-6907, 1251-1252, 2262-2278, 2279-2376; CICA 1452.)

2. Failure to Specify Which Issues the Charter Schools Were Unable to Remedy or Refute

The Charter Schools contend that "[i]t defies reason that the District Board would have found that all of the alleged violations have not been refuted or remedied because there is no information in the record to support lack of remedy for any issue and even apart from that, some of them are just not reasonably disputable." (HCCS 20; CICA 18)

Again, this contention is not a procedural deficiency that impacted the Charter Schools' ability to remedy its violations. Instead, it relates to whether the record contains "substantial evidence" to support the District Board's findings. In determining the existence of "substantial evidence," the whole record is considered. (*Martis Camp Community Assn., supra,* 53 Cal.App.5th at 593.)

3. The District's Failure to Act on Some Violations "For Years" Led the Charter School to Believe that the District Accepted those Violations

The Charter Schools assert that "[t]he District spent years fully aware of many of these alleged violations and either gave tacit, or in some cases, direct, approval…Instead of giving notice of alleged violations along with a meaningful opportunity to correct, as required by law, the District allowed these alleged violations to exist for years before notifying the charter school of them and refused to allow the school to change course" (HCCS 22; CICA 20).

The appeal record does not support the Charter Schools' assertion, as the record includes evidence of numerous District Requests for Information, Notices of Concern, and other inquiries to the Charter Schools over the years. (*See* e.g., CICA 745-746; 2018 FCMAT Audit Report noting several practices requiring correction (CICA 1327-1342); 2024-2025 District Correspondence Re need for material revision to serve grade levels not authorized by approved charters (CICA 326-331); June 2024, August 2024, September 2024, January 2025, April 2025 Notices of Concern and Requests for Information Re facility location discrepancies and MOU compliance (CICA 353-370, 426-428, 574-575, 589-595, 658-659); September 2024 Request for Information Re enrollment reports (CICA 568 -573); March 2025, April 7, 2025, April 24, 2025 Requests for Information and Notices of Concern Re Independent Financial Audit Report (CICA 697- 705); October 2024 Request for Information Re Instructional Minutes and January 2025 Student Attendance Review (CICA 727-786); April 2024 Notice of Concern Re Marysville 2 (baseball field) location (CICA 1027); January 2025, March 2025 District Correspondence Re CALPads reporting errors (CICA 1098-1099, 1115-1119); October 2024, February 2025 District Complaint/Request for Information Re non-students participating in CTE truck driving certification courses (CICA 1316-1317, 1124-1125), etc.)

Furthermore, given the gravity of the violations involving fiscal mismanagement and violations of the law, which the Charter Schools have acknowledged, it was the Charter Schools' responsibility to remedy these violations once they were raised or be subject to revocation. The District's oversight practices in previous years did not relieve the Charter Schools of the responsibility to remedy the violations nor interfere with its ability to do so. On appeal, the County Board's role is to determine whether the District complied with its procedural obligations for revocation and whether the record includes substantial evidence to support the District Board's decision to revoke.

VI. Conclusion

Under Education Code section 47607, subdivision (i), the County Board has the following three options regarding the Twin Rivers Unified School District governing board's decision to revoke the Highlands Community Charter School and California Innovative Career Academy:

- The County Board "may reverse the revocation decision if the county board of education determines that the findings made by the chartering authority under subdivision (h) are not supported by substantial evidence." (Ed. Code, § 47607, subd. (i)(2).)
- The County Board may affirm the revocation if it finds that the findings of the District Board are supported by substantial evidence. (Ed. Code, § 47607, subd. (i)(2).)
- If the County Board does not issue a decision on the appeal within 90 days of receipt, the Charter School may appeal the District's revocation to the State Board of Education (SBE). (Ed. Code, § 47607, subd. (i)(3).)

The threshold question for the County Board is whether the District's revocation of the charters was supported by substantial evidence. The County Board may uphold the revocations if it finds that the revocations were supported by substantial evidence; it may reverse the revocations if it finds that they were not supported by substantial evidence.

A California Court has described the substantial evidence test as follows:

> "Under the substantial evidence test, our review begins and ends with a determination of whether there is substantial evidence, contradicted or uncontradicted, to support the findings. We do not reweigh the evidence and are bound to indulge all presumptions and resolve all conflicts in favor of the administrative decision. Substantial evidence is relevant evidence that a reasonable mind might accept as adequate to support a conclusion." (*Napa Valley Unified School District v. State Bd. of Education* (2025) 110 Cal. App. 5th 609, 625.)

If the County Board finds that the District Board was not required to consider remedies implemented after the September 26, 2025 remedy deadline, then the District Board's January 30, 2026 revocation resolution, which was based on the November 4, 2025 Notice of Intent to Revoke, contained substantial evidence to support revocation.

Alternatively, if the County Board determines that the District Board's dissatisfaction with the Charter Schools' remedies as of January 30, 2026 was not supported by substantial evidence in the appeal record, then it may overturn the District's revocation decision if it also finds that the District Board was required to consider remedies implemented between the September 26 remedy deadline and its January 30, 2026 revocation decision.

If the County Board does not issue a decision on the appeal within 90 days of receipt, the District's decision is upheld, and the Charter Schools may appeal the revocation to the State Board of Education (SBE). (Ed. Code, § 47607, subd. (i)(2).)

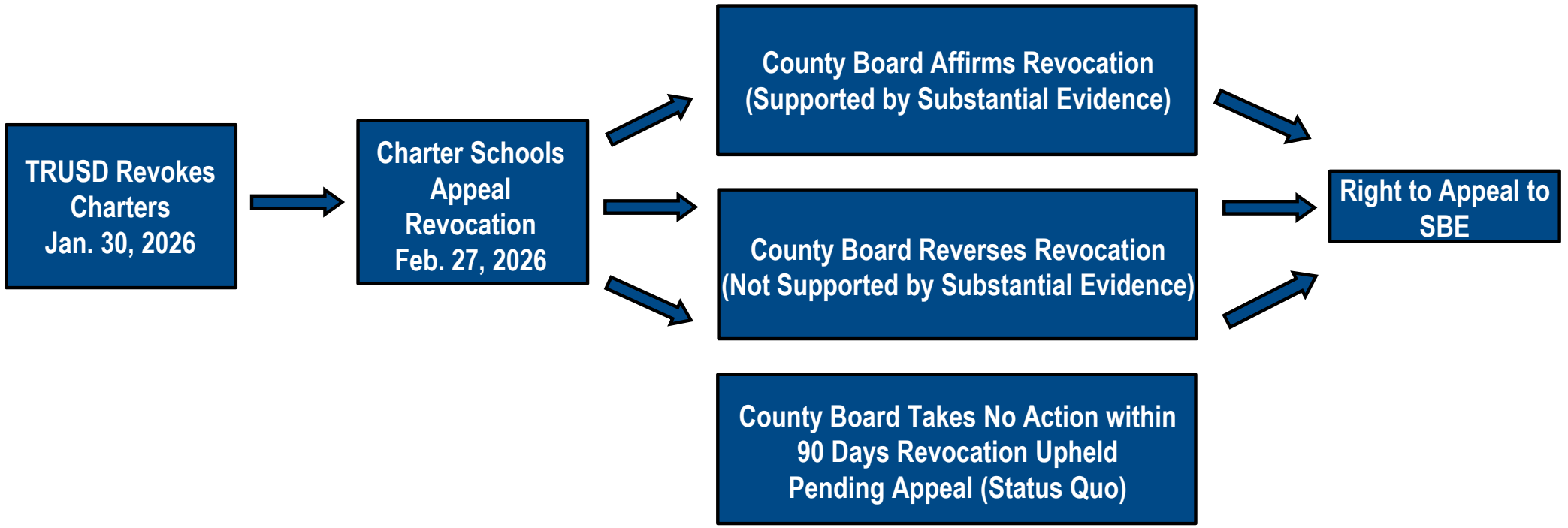
Sacramento County Office of Education
EDUCATION EMPOWERS

Charter Revocation Appeals
Highlands Community Charter School (HCCS) & California Innovative Career Academy (CICA)

May 19, 2026

Teresa (Tracy) Stinson, General Counsel

Revocation Proceedings Flowchart



CICA AR 007195

Key Dates - Revocation Proceedings Timeline

2024–2025:	Multiple Notices of Concern and Information Requests.
June 17, 2025:	Notice of Violation (NOV) adopted and issued by District Board.
Sept 26, 2025:	End of remedy period deadline, as adopted by District Board.
Nov 4, 2025:	Violations not refuted or remedied by deadline; District Board issued Notice of Intent to Revoke (NIR)
Dec 2, 2025:	Public hearings held on charter revocations.
Jan 27, 2026:	District staff recommended *against* revocation, finding charters cured violations to staff's satisfaction *after* remedy deadline. District Board did not adopt staff recommendations.
Jan 30, 2026:	District Board adopted Final Decisions revoking both charters.

Alleged Violations (1 of 2)

NOV – Violations of Charters

- Operating grade levels not in charters
- Operating at locations not in charters or MOUs

NOV – Violations of Law

- Failure to Timely Submit Annual Independent Audit Report
- Credential Misassignments
- Failure to Provide and Track Minimum Instructional Minutes
- Violation of WIOA Exclusive Partnership Agreement

CICA AR 007197

Alleged Violations (2 of 2)

NOV – Fiscal Mismanagement

- Luxury San Diego condominium lease (charters served no students in area)
- HCCS: Marysville baseball field site lease (not used for students)
  - Donated $25,000 for upgrades, including $12,500 baseball team sponsorship
  - Sold publicly-funded equipment valued at $52,494 to City for $1
  - Terminated lease, but required to continue making lease payments through April 2026

CICA AR 007198

County Board's Legal Scope of Review

Threshold Question:

- Whether the District Board's revocation of the HCCS and CICA charters was supported by substantial evidence. (Ed. Code, § 47607 (i)(2).)
- ***Not****: Whether County Board would have revoked on same facts if it were in the place of the District Board.*

Substantial Evidence

Legal definition of "substantial evidence":

- Relevant evidence that a reasonable mind might accept as adequate to support a conclusion
- Relevant evidence, contradicted or uncontradicted, to support the findings
- Reviewing entity may not reweigh the evidence or substitute its judgment for that of the deciding entity
- Indulge all presumptions and resolve all conflicts in favor of district's decision
- Uphold decision unless it is arbitrary, capricious, lacking in evidentiary support, or made without due regard for petitioner's rights

Potential Outcome: AFFIRM

- The District Board adopted a remedy deadline of September 26, 2025.
- After Charter Schools did not refute or remedy all violations by deadline, District issued Notice of Intent to Revoke (NIR) on November 4, 2025.
- The Board was not required to allow remedies after the deadline.
- The NIRs contain substantial evidence to support the revocations.
- Even if District Board was required to consider corrective actions taken after the remedy period, the record contains relevant evidence to support the Board's finding that all alleged violations were not sufficiently remedied by January 30, 2026.

Potential Outcome: REVERSE

If County Board determines both of the following:

- District Board was required to consider remedies after the September 26, 2025, remedy deadline;

AND

- The record does not contain relevant evidence to support the District Board's January 30, 2026, findings that the Charter Schools' violations had occurred, and that violation(s) had not been sufficiently remedied.

Then, the County Board may determine that substantial evidence does not support the revocation and may reverse.

Questions?



TRANSCRIPT OF VIDEO-RECORDED

MEETING OF THE

SACRAMENTO COUNTY BOARD OF EDUCATION

AGENDA ITEMS FOR THE CHARTER REVOCATION APPEALS

SUBMITTED BY THE CALIFORNIA INNOVATION CAREER ACADEMY

AND THE HIGHLANDS COMMUNITY CHARTER SCHOOL

MAY 19, 2026

MS. SABENIANO: Next, we are going to proceed with the agenda items for the charter revocation appeals submitted by the California Innovation Career Academy and the Highlands Community Charter School.

I'm going to call both agenda items, and all proceedings -- including the public hearings and public comments -- will apply to both items.

After the board has heard from SCOE staff and the charter school representatives -- and the Twin Rivers Unified School District representatives, any pub- -- public comment will be taken at that point. And then following that, the board will ask questions and deliberate.

So, I will call -- oh, sorry. The public -- yeah. The public hearing will now open at 7:09 p.m. So, yes, go ahead. Take it away, SCOE staff.

MS. STINSON: Yes. Good evening, President Corona Sabeniano, trustees, Superintendent Gordon, colleagues, and guests. Tonight, the county board will consider the charter revocation appeals for the Highlands Community Charter School and the California Innovative Career Academy.

The board and the public have received the Sacramento County Office of Education analysis of

this, so tonight I'm just going to begin with a summary overview of the appeals process and the legal standard of review for charter revocation appeals.

And after I'm done with my brief presentation, then the charter school appellants from Highlands Community Charter School and California Innovative Charter -- Career Academy, as well as from Twin Rivers Unified School District, will have an opportunity to present. And then we will have the public hearing, and the board will have an opportunity to ask questions.

So, just to -- just kind of a brief overview of where we are. So, as you know, the Twin Rivers Unified School District revoked the -- both charter schools -- adopted a final decision revoking both charter schools on January 30th of 2026. Both charter schools filed timely appeals with the Sacramento County Office of Education and Sacramento County Board of Education on February 27th.

And by law, the county board may affirm the revocations of the school district if they were supported by substantial evidence; they may overturn the revocations if they were not supported by substantial evidence.

Either party may appeal an adverse ruling to

the State Board of Education, and the charter school may also appeal if the -- if the -- if the county board does not make a decision or is unable to take action on the item. Then -- then the charter school may appeal.

This is just some key dates in the revocation proceedings. In 2024-25 -- and these are all included in the record, just kind of highlighting there, just to give the key dates -- there were notices of concern and information requests that were submitted to both charter schools from the school district.

On June 17th, 2025, the school district board adopted a notice of violation and set a remedy period to expire on September 26th of 2 -- 2025. As of November 4th, 2025 -- the -- the charter schools submitted a response on September 26th, 2025.

The school district reviewed those responses and exhibits and determined at a hearing on November 4th, 2025, that the violations had not been refuted or remedied by the deadline, and the district board issued the notice of intent to revoke.

Then on December 2nd, there were public hearings held on the charter revocations. On January -- meanwhile, the charter schools continued to attempt

to remedy.

On January 27th, 2026, the district staff recommended against revocation, finding that the charters had cured violations to the staff satisfaction after the remedy deadline. The district board, however, did not adopt the staff recommendations, and on January 30th of 2026, the district board adopted final decisions revoking both charters.

This is just a -- a very brief overview of the violations that were alleged in the notice of violations. Under the Charter Schools Act, a charter school may be revoked for a violation of the charter, for a violation of the law, or for fiscal mismanagement, or not following generally accepted accounting principles. So, these are the -- the grounds in which the notice of violation were issued.

The allegations relating to violation of the charters was for operating grade levels that were not in the charters, and also for operating locations that were not in the charter, or an approved MOU between the district and the charter schools.

The alleged violations of law were for failure to timely submit the annual independent audit report for the 23-24 school year, violations related

to credential miss assignments, failure to provide and track minimum instructional minutes, and violation of the WIOA exclusive partnership agreement.

The allegations related to fis- -- fiscal mismanagement related to leasing a luxury condominium in San Diego, which was not used for students served by the charter, and also for leasing a Mary- -- a baseball field in Marysville, which was not used for students, including donated public funds for upkeeping that baseball field and -- and using other equipment.

That lease was -- as alleged in the notice of violation, that -- the lease was terminated; however, the charter schools were required to make lease payments through April 2026, which at some point, were bought out.

So, in terms of the county board scope of review, your legal scope is to really determine -- the key to this is whether the district board's revocation of the charter schools was supported by substantial evidence. It's a -- it's a legal standard of review.

That -- the issue is not whether the county board putting itself in the shoes of the school district would have revoked the charter if it were looking at the same facts and circumstances.

So, in terms of substantial evidence, the

courts have defined -- there's a number of cases out there that talk about substantial evidence, and the courts have said that it's relevant evidence that a reasonable mind might accept as adequate to support a conclusion. It's -- they've also described it as relevant evidence that is contradicted or uncontradicted to support the findings.

So, it doesn't just have to be uncontradicted evidence in the record; there has to be some evidence in there that a reasonable person could rely on to support the findings.

And when you're using this and applying the substantial evidence standard, the reviewing entity, which -- which means the county board -- is not allowed to re-weigh the evidence or substitute its judgment for that of the deciding entity. Instead, it indulges all presumptions and resolves all conflicts in favor of the lower tribunal's decision, in this case, the school district's decision, and this is right out of the case law.

And normally, the decision is upheld unless it's considered arbitrary, capricious, la- --lacking in evidentiary support, or made without due regard for petitioner's rights.

So, as I mentioned before, there's potential

outcomes that the board will be considering tonight and deciding upon.

If the board were to affirm the school district's decision, it could do so on these bases: the district board adopted this remedy deadline of September 26th.

After the charter schools did not refute or remedy all the violations by the deadline, the district issued the notice of intent to revoke on November 4th, 2025, and proceeded with the remaining procedures required by the education code, it -- the board -- if it were to find that the board was not required to allow remedies after the deadline, and that the notice of intent to revoke contained substantial evidence to support the revocations.

Alternatively, even if the district board was -- the -- if the county board -- even if the county board were to determine that the district board was required to take corrective actions after the remedy period, then this county board could still affirm if it concluded that the record contained relevant evidence to support the board's finding that all of the alleged violations had not been sufficiently remedied.

If the board -- the county board were to

reverse the district's decision, it would need to do on these bases: if the county board determines both that the district board was required to consider remedies after the September 26-25 remedy deadline, and that the record did not contain any relevant evidence to support the district's findings that the charter school's violations had occurred, and that the violations had not been sufficiently remedied.

If both of those were found, then the -- the county board might be able to determine that substantial evidence does not support revocation.

I will be available to answer questions at the end of the public hearing, I just kind of wanted to outline the applicable standards.

So, now we will hear from representatives of the Highlands Community Charter School and California Innovative Career Academy. Followed by that, the Twin Rivers Unified School District will have an opportunity to address you. Thank you.

[inaudible]

MR. RAYMOND: Good evening, trustees and Superintendent Gordon. My name is Jonathan Raymond; I'm here along with Jerry Simmons and Darrell Steinberg. We're representing the students and staff of Highlands Community Charter and Technical Schools.

I want to begin this evening with a story that's directly relevant to the issues before you this evening.

My first formal role in public education was serving as chief accountability officer for the Charlotte-Mecklenburg schools.

At the time, my oldest daughter was learning to read, and one day she picked up my business card, and she looked at me and she said, daddy, what does a chief accountability officer do? I smiled and said, honey, my job is to catch people doing good things.

It was a cute answer, I know. But as I've learned, there's real truth in that answer. Shortly after arriving in Charlotte, my mentor, the late Superintendent Thom Payzant, challenged me with a question that fundamentally has shaped my understanding of leadership and accountability.

He asked, what do you mean by accountability? Is it accountability, I got you, or is it accountability to get it right? And that definition really matters.

Because in education, where the stakes are so high for students and families, accountability cannot simply be about punishment. It must ultimately be about whether we are willing to do the hard work to

get it right for our students.

And that's why tonight matters.

When Twin Rivers established September 26th, 2025, as the deadline to cure the notice of violations, they knew it was administratively impossible. They knew I had only recently been hired, and would not start in Sacramento until the middle of July. They knew that Highlands had laid off over 600 employees and that the organization was in trauma. And they knew there was no academic leadership structure, and that the opening of schools was only weeks away.

Under those circumstances, no reasonable organization could have fully cured every violation by that date. The deadline was arbitrary, it was unfair, and it came on the heels of a state audit that not only criticized Highlands, but that called out Twin Rivers itself for years of poor and lax oversight.

That is not accountability focused on getting it right; that is accountability focused on, I got you.

But then something important happened: Twin Rivers staff began working collaboratively with our team.

A spirit of partnership and problem solving began to emerge, and the public record reflects this

clearly through numerous emails and communications, including Trustee Baker's public statement at the November 4th board meeting when he noted, and I quote, "The school will be given additional time to correct those violations or provide demonstrative evidence of progress towards compliance."

He further noted the process allows multiple opportunities for Highlands to address the issues through de- -- detailed plans and documented steps towards resolution.

The record further shows Highlands was given until January 2nd to provide evidence, documentation, and plans demonstrating compliance with the notice of violations. And we relied on these assurances.

And ultimately, that collaborative work between Twin Rivers and our staff led the Twin Rivers staff, the superintendent, and their legal counsel to recommend on January 26th that Highlands had cured the violations, and that revocation was not warranted.

To now argue otherwise, to suddenly claim Highlands failed because it had not cured by September 26th, is inconsistent with the record.

It's inconsistent with the spirit of collaboration that had followed, and it's inconsistent with the legislature's clear intent that schools be

given a meaningful opportunity to improve and cure deficiencies.

But most importantly -- most importantly, it is not in the best interest of students, because Highlands is more than a school to the nearly 2,000 people that we now serve.

For many students, Highlands is a lifeline. It's a place where students feel respected, safe, and seen. It's where they learn English. They can earn a high school diploma and gain technical skills that can transform the trajectory of their lives and the lives of the families that they are part of.

These students deserve this school, and they should not be punished for the failures of prior leadership, none of whom remain affiliated with Highlands today.

In just 10 months -- 10 months, our team has worked relentlessly to restore integ- -- restore integrity, rebuild trust, strengthen our systems, raise expectations and standards, and make decisions that are grounded in the best interests of our students. We've earned the opportunity to continue this work.

So, let me be crystal clear. A vote to reverse Twin Rivers revocation allows Highlands to

continue to stabilize, improving and innovating on behalf of our students. It allows their stories to continue to be shaped by their hopes and their dreams.

A vote against Highlands, or a failure to act, effectively dooms this school and disrupts the lives of nearly 2,000 students who depend on it.

And let me say this plainly. Your vote tonight is not about us up here. It's about these students right here. Stand up, students. Stand up. Stand up [inaudible].

It is about -- it is about whether we believe these students -- it's about whether we believe these students deserve an institution willing to fight for them, improve for them, and refuse to give up on them.

As I close, I want to leave you with one final commitment. Highlands will not seek reauthorization through Twin Rivers in the future. And I promise you this: If given the opportunity to continue this work, Highlands will become a school that this community, that this county, and that this state can be really proud in. Thank you.

MR. SIMMONS: Good evening -- good evening, board members. I'm Jerry Simmons and I serve as legal counsel for Highlands. I'm going to skip through some

slides I have that were related to the legal standards, because Tracy did cover that -- your general counsel -- already.

However, I did want to make sure that we walked through each of the issues that were at stake in the notice of violations, and what the district staff found on each of those issues.

There was an issue about grade levels not being approved, and district staff found that Highlands had ceased the practice of enrolling students in the 9th and 10th grade; that it had in fact started enrollment in 1st and 2nd grade -- which were the grades contained in the charter -- that there was a commitment reached and agreed upon that before adding or changing grades -- that Highlands would submit a material revision request.

And that, if not approved, Highlands would continue to serve 1st, 2nd, and 12th grades as approved in their petition. So, staff found that issue was fully remedied.

Similarly, staff found that the locations issue was remedied, because the Highlands Board had been taking action to terminate or buy out leases that were not in the approved petition. And then, Highlands did move into only locations that were in the approved

petition prior to the remedy date, and that was added to the record.

And further, Highlands did adopt and revise multiple board policies, including one related to school site opening and closure, to ensure this would never happen again.

There was also an issue with regard to failure to submit an audit report. This was ultimately submitted to the district on January 2nd, 2026. So, this issue was found to be remedied.

In terms of credential misassignment, this issue relates to the fact that the school had been using adult education credentials for many of its teachers. They are serving only adults, as I think all of you know, which is why they had chosen that credential.

This was questioned in the state audit, and so Highlands shifted, and laid off employees who had those adult ED credentials and replaced them with teachers who had high school credentials. The -- the district found that this was, in fact, also remedied.

Failure to track and meet instructional minutes was also found to be remedied. They found that there were corrective actions taken to improve attendance policies and procedures that were evidenced

through revised calendars, bell schedules, staff trainings, and internal audits, and that the school was collaborating with its back office provider to support attendance monitoring and reporting.

There was also a question about violation of the exclusive partnership agreement where students who were not involved or enrolled in a Workforce Investment Act program had been allowed to enroll in the charter school.

Those students were disenrolled, and the program in question was terminated, and therefore, there was evidence on the record that this issue also had been fully remedied.

In terms of the fiscal mismanagement of the San Diego location, this was also found to be remedied due to a lease termination and buyout, and through adopted and revised board policies to prevent this sort of issue from ever happening again.

Similarly, with regard to the Marysville 2 -- which was the baseball facility referenced by your counsel -- this was also found to have been bought out, and also board policies adopted to resolve this issue and prevent it from occurring in the future.

There were a couple of issues that were different with regard to CICA than Highlands. I'm just

going to mention those briefly.

In the case of CICA, there was no issue with grade levels, because the charter petition did authorize service of both 9 through 12, and 8th grade and below. So, essentially, a K-12 petition for CICA. So, with that evidence, staff found that the CICA had successfully refuted that alleged violation.

And then the Marysville 2 location was not applicable to CICA. That was only an issue that related to Highlands.

So, with that, I'm going to turn the balance of our presentation time over to Darrell Steinberg.

MR. STEINBERG: Thank you, Jerry. Madam President, members of the board, it's good to be before you. First time I've been on this side of the dais in a few decades. I respect the job that you do.

Process and due process matter. And while I believe strongly in Jonathan Raymond and his team's vision and the work they have done to begin turning Highlands around -- this is somewhat about that, but it's more about the flawed, and, frankly, illegal process that Twin Rivers conducted over the course of these months.

That leads to an inevitable conclusion that there is no substantial evidence on the whole record

to support the board's decision to revoke.

The question has been raised numerous times; since the Twin Rivers board has final decision-making authority -- let's stipulate to that. Not the staff, the Twin Rivers Board.

Did the staff make a unilateral rogue decision, separate from the board, to give Highlands more time after September 27th of 2025? Or did they in fact authorize the staff to work with Highlands to give them more time to remedy the alleged violations?

I ask for your patience in going through a little bit of a detailed timeline in five minutes, because the timeline is dispositive here. It's what matters.

On November the 4th, 2025, the Twin Rivers board had a meeting. And at that meeting, they issued a notice of intent to revoke -- not a revocation, intent to revoke. At the same meeting, four out of the seven trustees are on the record saying, either explicitly or implicitly, that Highlands should be granted more time.

I have the transcript in front of me, and if we had time, or upon question from you, we've actually put some of the highlights of the meeting for you to watch.

But here's what President Jefferson said. "I want to see the work continue. It is my hope that we get there, but we are not there today."

She went on to say that, "We can get Highlands Charter into compliance. We can help them." Trustee one. Trustee two -- Trustee Baker said that, "We're giving them another 60 days to correct these violations."

Trustee Baker, "60 days to correct the violations." And by the way, Trustee Baker then makes the motion to pass the intent to revoke. So, Trustee Baker is saying, this is an intent. You get 60 more days.

Trustee Vogt. After the Twin Rivers legal counsel says, we're giving them more time, he says -- or Trustee Vogt said, "That would hold us to a finite, finite timeline, correct?" Correct.

And finally, Trustee Bastian said, "Tonight's vote is not about closing Highlands Charter. It's about giving more time to make it right. Is that the essence?"

Four board members gave the Twin Rivers staff the authority to go forward to continue working with Highlands. And then here is the key thing that happens after that. Three minutes.

December the 3rd of 2025, the lead staff for Twin Rivers, a woman named Sharilyn Warta, writes to Highlands and says, "You have until January 2nd to submit more evidence."

And she says -- and this is really key -- that, "We're giving you this time so that we can expand the record." Talking about the record -- substantial evidence on the record. So, it was Warta that says, "You need to submit evidence timely so that we can expand the record."

So, then what happens? They work together, of course. And the Twin River staff, after working with Highlands, concludes -- it's the only factual finding, by the way, on the completed record -- that Highlands, in fact, complied, and that there is no basis for revocation. It's clear that they said that.

What then does the board do?

The board, on January 27th, issues a resolution which relies on the November 4th, 2025 notice of intent -- notice of intent to revoke, which was the old record -- the pre-November 4th record. They rely on that when, again, on November 4th, this very same meeting, they ask for an expanded record to consider whether or not Highlands has actually come into compliance.

This is the essence of an abuse of discretion.

And so -- I've got a minute 38 left, and I want to sum it up with this: in determining whether there is substantial evidence in the record to support the board's decision, please ask yourself this; which record?

Is it the record prior to September of 2025 that the board relies on in making its ultimate decision on January the 27th? Or is it the record that the board itself asked for on November 4th to consider, again, whether or not Highlands was in compliance?

They gave direction to expand the record, and the same night, they contradicted themselves -- they contradicted -- I'm -- they contradicted themselves.

The expanded record that they requested has no evidence to make a conclusion that Highlands failed to comply. In fact, just the opposite.

In the -- in the January 27th revocation itself, they did not -- they did not provide any new allegations; they did not specifically rebut the staff. They simply said, we're relying on the old record, after they had asked to create a new record.

That's an abuse of discretion.

And I would argue -- respectfully, I think your counsel did a very fine job in presenting the options -- but it's one of the clearest cases of a lack of substantial evidence in a record that the very board asked for.

So, we ask you on clear process violation to grant the appeal. Thank you.

MS. STINSON: I will now invite the Twin Rivers Unified School District representatives to make their presentation.

MR. DIGIULIO: Good evening, Board President Corona Sabeniano, members of the board, as well as Superintendent Gordon. My name -- my name is Ryan DiGiulio.

I'm the chief business official for Twin Rivers Unified School District, and I'm joined here by our attorney, William Schuetz of Dannis Woliver Kelley, and we'll be presenting to you a review of the district's revocation process and findings for both the Highlands Community Charter School and the California Innovative Career Academy.

And I'd like to say that -- apologize we don't have more representation here, but we also have a board meeting occurring tonight, so -- but everybody

sends their well wishes, and we'll get started.

MR. SCHUETZ: Good evening, board and Dr. Gordon. I appreciate the time. This is -- my name is Bill Schuetz, I'm with Dannis Woliver Kelley representing the district here tonight.

So, this first slide is just really timelines, which you've already gone through earlier with counsel's presentation.

As confirmed by SCOE in their analysis of the revocation appeals, Twin Rivers satisfied all required timelines and followed the revocation procedures outlined in the education code and applicable regulations.

So, following -- after multiple and varying requests for information and notice of concern over a 12-month period, the district issued a notice of violation on June 17th, which gave the charter schools until September 26th, over 3 months, to remedy the violations. Because they failed to remedy the violations and concerns that were brought to their attention before then.

By approving the issuance of the notice of intent to revoke, the district board concluded that the charter schools failed to sufficiently remedy all the violations identified in the notice of violation

by the expiration of the remedy period.

Although the charter schools submitted additional materials and took other actions after expiration of the remedy period, the board was not obligated to consider remedial efforts taken after expiration of the remedy period.

Even if the district were required to consider them, the board found that attempts at further remedial actions after expiration of the remedy period failed to sufficiently remedy the violations and-or promised unsubstantiated and unreliable future performance. And these were adopted as part of the findings of the board.

So, the core question -- and -- and Counsel Stinson mentioned earlier that it's not, was progress made, or could a different decision have been reached, but it's, was there substantial evidence in the record? Does it support the findings?

On appeal, the county board scope of review is limited to determining whether the revo- -- revocation findings made by the district board are supported by substantial evidence on the record. And as reference, that's a deferential standard.

Substantial evidence has been defined by the courts as relevant evidence that a reasonable mind

might accept as adequate to support a conclusion, and the evidence must be viewed in light most favorable to the district board's decision.

As recognized by staff in their analysis, an inherent part of the substantial evidence standard is a presumption in favor of the district board's decision.

So, should the board -- this county board conclude that substantial evidence in the record supports the district's findings regarding any one of the grounds for revocation, that determination compels the county board to affirm the district's revocation decision.

So, it was mentioned briefly earlier, but the final decision whether to revoke a charter is made by the authorizer's board, not by staff. The Twin Rivers board concluded that the charter schools had not sufficiently remedied the violations by the end of the remedy period.

While staff's recommendation regarding revocation was based on post-remedy period actions taken by the charter schools to address the violations, the district board was not required to accept staff's recommendation or consider any actions taken after the expiration of that remedy period.

So, Ryan's going to go through some of those violations for you right now.

MR. DIGIULIO: So, as we go through each individual violation, you'll see in the top left corner is the school that's impacted. So, for this one it's the Highlands Community charter. The violation itself, grade levels not approved. And then we'll go through kind of the factual background, and Bill will come back and talk about the staff findings and the ultimate board decision.

So, again, this applies to Highlands Community Charter School, and there was admitted wrongdoing here. Highlands said that they would take responsibility.

To cure or remedy this violation, Highlands submitted two material revisions; Highlands withdrew both material revision requests before the Twin Rivers board could make a determination.

As part of the proposed remedy, Highlands also submitted three different grade level transition plans. The final grade level transmission plan, submitted on January 9th, stated that they would not be in compliance with their petition until July 1st of 2026.

MR. SCHUETZ: So, following that process,

staff determined that once implemented, that January 9th plan would remedy the violation. But the district board decision determined that Highlands continue to serve students in grades that are not approved, therefore it had not been remedied, and promises of future compliance were not acceptable.

MR. DIGIULIO: So, the next violation related to HCCS again; locations not approved. And the location was one operating at 10013 Folsom Boulevard. Highlands did admit wrongdoing and said they have failed to comply.

To remedy the violations, Highlands submitted three material revision requests. The first two were withdrawn before determination could be made. The final request was submitted on January 2nd of this year.

During the January 27th board meeting, Highlands offered conflicting information regarding this matter. They verbally stated that they had returned to approved locations, but their presentation had said that they submitted plans to cure the violation.

To date, the district has not received evidence, such as a termination agreement, that show Highlands is vacated from 10013 Folsom Boulevard.

MR. SCHUETZ: And then staff, during the January 27th, meeting determined that CICA was in process of moving to locations that are approved, but did not confirm that -- that the Highlands have provided evidence of compliance.

The Twin Rivers board determined that Highlands had not complied with -- within the remedy period, and that plans promising future compliance were insufficient.

MR. DIGIULIO: So, also for locations not approved, we have CICA here, and they were operating at six unapproved sites, as seen on the bottom right corner of the slide right there. You can see in red.

CICA did admit wrongdoing and failed -- and said they had failed to comply. To cure or remedy this violation, CICA submitted three material revision requests. The first two requests, again, were withdrawn. The final one was submitted on January 2nd.

During the January 13th material revision public hearing, CICA stated the material revision request cured the violation, and if the material revision request was denied, they would return to approved sites.

By stating that they would return if denied, CICA admitted to continued operation at the unapproved

locations through January. The school, essentially, postponed compliance until time had expired.

To date, the district has not received any evidence, such as termination agreements or communications from landlords, that CICA has vacated from the unapproved locations.

MR. SCHUETZ: So, similar to HCCS, staff concluded that CICA was in the process of moving to locations that are approved, but the board's ultimate decision was that the violation had not been remedied, and that plans of future compliance were not acceptable.

MR. DIGIULIO: And now, for both schools, related to the failure to submit the 23-24 audit report. This applies to both schools.

Highlands assigns responsibility for this failure to Eide Bailly, the auditor. Highlands asserted they had been responsive and they had provided all the necessary documentation to the auditor.

The district received unreliable reports from Highlands and CICA. The reports do not constitute what is considered a compliant audit; to the contrary, they confirm the absence of any reliable financial information to solicit an opinion upon. The auditors

state they were unable to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion.

There is, in quote, "Substantial doubt about the organization's," quote, "Ability to continue as a going concern," quote. And therefore, quote, "We do not express an opinion on these financial statements," quote.

MR. SCHUETZ: So, as -- as mentioned and reflected in this slide, copies of other reports were provided to the district on January 2nd. The board decision was that the violation had not been remedied within the fine remedy period.

MR. DIGIULIO: The next violation regarding CICA is a failure to track and meet instructional minutes. CICA submitted three different student calen-- calendars, stating the previous version had errors. The last version was submitted on October 13th of 2025.

Without accurate calendars, the district could not evaluate compliance with instructional minutes. Calculation required that they have a number of days and the hours assigned work per day. For example, the equation student days times daily minutes equals your annual instructional minutes.

Instead, CICA relied on attendance processes, procedures, pacing guides, curriculum, lengthy explanations on synchronous learning opportunities, and more, as opposed to the calculation. That information was helpful, but the violation was -- was for failure to ensure the school met the required annual instructional minutes.

CICA continuously said they met the required 64,800 minutes, but did not provide evidence. The record failed to describe any method that showed how they met the actual requirements.

Schools cannot simply say they comply; they must have evidence to prove it.

So, during the January 27th board meeting, a CICA representative vaguely described a method for calculating instructional minutes that is omitted from all previous evidence. This was the first and only mention of such a calculation in the record. The representative said assignments have to be met or exceed six hours.

Other than -- than in this instance, there is no mention of a practical method that could verify compliance with the required annual instructional minutes.

MR. SCHUETZ: So, staff noted that

improvement in attendance practices in the collaboration with charter impacted their recommendation, but did not represent that CICA had provided evidence that they met the minimum number of required annual instructional minutes.

The board ultimately decided that the violation had not been remedied within the remedy period.

MR. DIGIULIO: So, for the next two items related to fiscal mismanagement, we're going to go through the same slide, and then we're going to provide some additional evidence on a second slide.

So, this one is for both schools. It relates to the San Diego condominium location, and they admitted wrongdoing on this as well and stated it was their responsibility.

The termination or buyout agreement addressed re- -- reoccurring expenses. The lease term was scheduled to end in January of 2026. The termination agreement ended the lease in November 2025, so it only mitigated two months of payments.

The remedy plan included the adoption of a school site opening and closure board policy. The policy states that school must obtain written approval from the authorizer prior to the opening of a new

facility, which is a requirement already outlined in ED code.

On December 9th, as part of the remedy plan, Highland submitted additional adopted or revised policies. These essentially equated to a promise of future compliance. Recent evidence supports that this remedial measure was not effective in addressing the violation, in fact.

The district observed that during their March 26th board meeting, Highlands bypassed one of those newly adopted board policies altogether.

The agenda said that they were waiving BP 3310 for three contracts. BP 3310 is the purchasing of vendor selection policy that they submitted as part of the remedy fan -- remedy plan promising future compliance. Together, those 3 contracts came to more than $272,000.

Here we see that less than two months after the revocation process ended, Highlands is circumventing their own internal policies, which were intended as a fiscal safeguard.

MR. SCHUETZ: And staff acknowledged that the reoccurring costs had stopped, and Highlands had a plan that promised future compliance. But the Twin Rivers board, as shared in the next slide, more --

found that more than $266,000 was spent on a condo with no attempt to address misused public funds, and that violation had not been remedied within the remedy period.

MR. DIGIULIO: And further information on this location -- and this is evidence submitted by Highlands related to the condo -- the purpose for the facility, according to Highlands, was for one employee working remotely.

This doesn't make any sense, because the very nature of remote work means that the employee does not require a location funded by the organization. Otherwise, it's not remote work. So, it just doesn't add up in our -- in our minds.

Highlands' suite 310 was also the most expensive suite in the building, and it was advertised as having unparalleled views of the baseball park. So, the organization failed to address the misspent funds in this -- in this violation.

Although the lease was terminated, the public funds expended on this property will not be recovered. They did not make a single attempt to return or recoup taxpayer money. Highlands dismissed Twin Rivers board's concerns, saying that taxpayers are not going to get their money back.

The second fiscal mismanagement violation relates to HCCS; the Marysville 2 location, the baseball field. The charter school did admit wrongdoing, saying the decision does not reflect stewardship of public resources.

The remedy plan that they set forth included the adoption of a school site opening and closure board policy -- which echoes education code -- adoption or revision of board policy, updates to their fiscal policy, and a procedure manual.

Highlands signed a termination agreement that required ongoing payments through April 30th, 2026. While they decided to submit a lump sum payment of $33,639 dollars and eighty cents all at once, this does not change the terms of the agreement.

By signing the termination agreement, Highlands effectively committed to the ongoing violation through April of 2026. The termination agreement also gifted more than $52,000 in equipment to the City of Marysville for $1.

MR. SCHUETZ: So, staff acknowledged that the termination agreement -- that there was one, and that Highlands had adopted policies offering a plan for future compliance.

But the district board ultimately

determined, as Ryan will show in the next slide, that there was no attempt to address over the $228,000 in misused funds, and that that violation hadn't been remedied during the remedy period.

MR. DIGIULIO: So, you can see on this slide, as this photo evidence provides, you know, there's agreement requiring Highlands to make improvements to a minor league baseball field in the city of Marysville.

That agreement required Highlands to pay for field maintenance and repair, structural repairs, updates to plumbing, electrical, and bathrooms, replace stadium seating, pay all taxes and levies, capital improvements to the facility as well, and replace the scoreboard. And there was actually more.

While most leases consider normal wear and tear, this lease said normal wear and tear will not be a consideration. In fact, it stated that Highlands must make improvements so as to negate the effects of ordinary wear and tear.

There were no attempts to address the misused public funds. There was no evidence that Highlands even attempted to open discussion with the City of Marysville about the questionable nature of this agreement.

MR. SCHUETZ: So, getting back to that core question before you, which is, does substantial evidence in the record support the district board's findings; our -- our position is it does.

HCCS and CICA have not provided evidence of vacating approved locations. Failed to submit 23-24 audit, failed to track and meet minimum annual instructional minutes. Some of these were -- were straight from that notice of violation. Currently serving grades that are not approved, and as these last two slides discussed, they haven't addressed the misspent public funds and the significant harm to the taxpayer.

So, the conclusion to us is substantial evidence in the record supports district's findings as to all the grounds for revocation.

So, in summary, the determination and final decision to revoke was within the district board's lawful authority and is supported by substantial evidence in the record. The County Board of Education must review the evidence in light most favorable to the district board's findings, and indulge all reasonable inferences in support of those findings and its decision.

Should the County Board of Education include

-- conclude that substantial evidence in the record supports the district's findings in support of revocation for one or more of the grounds for revocation, that compels the county board to affirm, uphold, the district's revocation decision.

The district, in conclusion, reflect -- respectfully urges the county board to affirm the district board's decision to revoke HCCS and CICA as charters.

MR. DIGIULIO: We thank you for your time and consideration of the facts for this case. Thank you.

MR. SCHUETZ: Thank you.

MS. SABENIANO: Thank you. We will now move on to public comments. If you have not filled out a speaker card, you can find that in the back of the room. The yellow card. Fill that out and turn it in to Wende Watson.

And I will turn it over to Assistant Superintendent Michael Kast, who will read the names for public comment.

MR. KAST: Yeah, so, we have quite a few speaker cards, so please bear with us. We are going to ask participants to line up at the front left doors right outside in the hallway and then come in one at a

time when the podium opens.

When the last of those five comes to the podium, I will call another five names to come up, and then, with that, please excuse any mispronunciations. I respectfully will do my best for all the names, and I will start calling our first five public speakers.

Zarmina Wardak [ph], Hasam Buzgaya [ph], Melissa Roberson, Shira Miranda [ph], and Julianne Neal [ph], please come to the side door, and we will let you in one at a time. We do have four overflow rooms, so please give us just a minute to get this fus- -- first group up, please.

MR. BUZGAYA: Hello. Hasam Buzgaya. The Highland Charter took $180 million of taxpayers' money while not meeting legal and [inaudible] requirements, misreporting attendance, lacking documentation for student attendance, using teacher without proper credentials, questionable spending, and on and on and on. They listed everything.

Then we stood here while we were listening to their lawyers, and I'm astonished our mayor basically doing what -- in his self-called good lawyering, while they are representing a criminal by saying to the court, yes, our client admits to doing all this misdeeds, and they did them, and we want a

second chance.

It's not one, it's not two, it's not three. It strikes at the core of education. Everything they did is wrong and misrepresented the -- what they should be doing, and they misused the public money, and it's bad for the immigrant community.

And most of these immigrants right here holding the papers up, and I asked a lot of them, don't know why they're here. Don't even know why they're here. And they can't speak or re- -- or represent themselves. Right? I challenge any of them to come up here and talk. They have addressed very -- every grievance, and they wouldn't do it again. They used to show up. I'm sorry. That's all I have to say.

MS. ROBERSON: Am I ready?

MS. SABENIANO: Yeah.

MS. ROBERSON: Okay. Good evening, board members. My name is Melissa Roberson. I'm the director of accountability for Highlands Community Charter and Technical Schools. I have had the honor and privilege of working at Highlands for over 10 years. I started as a teacher.

I'm very passionate about the community that we serve, and I've worked very closely with Twin Rivers Unified School District throughout this

process. I've been the recipient of the letters. I've been working very closely with -- with Ryan [ph] and Bill [ph], their legal counsel. I just want to set the record straight on a couple of items.

The first one is that we provided over 77 leases to Twin Rivers Unified School District, which showed the exact dates, the lease terminations, when the lease started, and when the leases ended. All of those leases have been provided, including for -- for the Folsom Boulevard. The leases were provided for Marysville, for San Diego. All of those leases have been provided.

I also want to acknowledge the material revisions to the charter. So during the time of collaboration, while we were working with Twin Rivers, we -- we withdrew the material revisions to the charter at their request. We drafted it originally to address two of the items that were noticed as a violation. We were addressing the locations, and we were addressing grade levels.

However, there had been other significant changes to both of the schools, and so we went in, and we updated the plan, every single thing that we had done differently. Ultimately, it was too much for their board to review, and therefore they requested

that we take all of them -- all of that out and just focus on the locations that we were serving and the grade levels under the pretense that this charter could be approved.

I also want to speak about the SICA's instructional minutes. Oh, I'm sorry. Thank you.

MS. SABENIANO: Thank you.

MR. KAST: So I'd like to call up the next group of speakers to please line up. Shana Miranda, Julianne Neal, Zarmina Wardak. Some of those names are repeats. And then Oscar Aguilar [ph], Alejandro Romero [ph], and Daisy Calendrez [ph].

MALE 1: And [inaudible]

MR. KAST: We'll just go with them for now.

MS. MIRANDA: Good evening. My name is Shana Miranda, and I am an employee of the school. Over the years, I've witnessed many different leaders, many difficult moments. Past leadership have made many mistakes that deeply impacted this school and our community. But I have also witnessed the current leadership working tirelessly to repair the damage that they did not make.

What I want everyone to remember tonight is that this is more than just a school; this is about the future of our community. This school changes

lives, and for many of our students and our families, this school is their safe place, their support system, and their hope for a better future.

I stand here today not for myself, but for the students of our community who depend on us. They need stability. They need support. They need adults willing to fight for their success. Allow us to do that. No school is perfect, but the work happening here matters. The impact this school has had and will continue to have is real. We can't change the past, but we sure have learned from it. And we will continue to do better.

I ask that we continue focusing on what we can control and what is best for our students. Great things are happening at Highlands. And thank you for this opportunity for m- -- to allow me to speak. Have a great evening.

MS. NEAL: Hello, my name is Julianne Neal. I am a fourth-grade teacher in the Twin Rivers District, and I am a proud, true member, Twin Rivers United Educators. I am also someone who lives in Area 3 as well as teach in Area 2.

So Highlands and CICA's operators engaged in a pervasive misuse of public education dollars. While they claim that new leadership has turned things

around in the right

direction, they are spending hundreds of thousands of dollars on expensive consultants for PR, lobbying strategy, and have not even been able to produce the valid audit for '23/'24 or '24/'25.

The TRUSD board of direction -- directors took the appropriate legal steps to revoke these charters, and there is no legal basis to reverse this decision. The revocation must be upheld. When considering the luxury apartment in San Diego above Petco Park, trips to Hawaii, trips to France, the baseball field in Marysville, all of the money that was misappropriated and not spent on student learning should be not just appalling to us as community members and educators, but to you as well as a board who's supposed to be responsible for students.

The violations revoke trust that we have in the community with $100,000 spent at consultants to bring buses out to bring people here to stand and say they're with that. Hiring a bus may be not the best use of funding either to come advocate for themselves. Extravagant expenditures still not there. There is no legal basis to reverse this charter revocation. TRUSD followed the legal process --

MS. SABENIANO: Time.

MS. NEAL: Thank you.

MALE 2: Okay. Speak into the mic, okay?

MALE 3: Hello, the board members. Thanks again for having me here. I think I met you guys before. English is my second language. And I'm so grateful with this -- this school that have taught me many, many things. A little bit of me. I -- I found Highlands in one of those really hard times in my life after losing everything. My English wasn't perfect as it is now. But little by little, I'm getting on top of those struggles. I have goals now. And I -- I only -- I only have to -- to give thanks to -- to my teachers and the beautiful staff who -- who is at Highlands and all the students that -- that we continue going until -- until the end because we are not going to give up. We are not going to give up. We -- we are here to continue this fight and hopefully -- hopefully you guys can change your -- your mind. Because Highlands is more than a school; it's like a family for many of us who has lost everything, and the only hope is to get better and succeed in life. In order to do that, I need to get my high school diploma, and -- and Highlands offered me that opportunity.

Once I get that, the high school, I will continue because one of these days, I'm going to be

sitting in one of those chairs right there so I can -- I can -- so I can analyze and give my opinion. And you guys may -- may dimiss me -- diminish me because of my accent, of my skin color, but that's not what we learn in Highlands. Highlands, we are a big community, big family, and we are here to stay.

MS. SABENIANO: Time.

MALE 3: Thank you.

MR. ROMERO: Buenas tardes, honorables miembros del -- del buró. Mi nombre es Alejandro Romero. Soy estudiante de Highland. Vengo ante ustedes porque en sus manos está hoy la vida de -- de muchos estudiantes. Castigar a la escuela, retirando su licencia, no castiga a los antiguos administradores; nos castiga a nosotros, castiga a nuestras familias que se benefician del valor de la educación.

Muchos de los estudiantes actuales somos inmigrantes que salimos o -- y muchos de nosotros refugiados que salimos de nuestros países por guerra o pers- -- o persecución por no tener derecho a estudiar, por no tener derecho a hablar, a decir lo que queremos. Si cierran esta escuela no tenemos dónde ir y hay miles que están esperando para entrar [inaudible].

Bajo la nueva dirección de Highland, ya

comenzó a cambiar y les pedimos a ustedes que fiscalicen, que vean que se gasta el dinero. Es lo importante. Pero por favor no destruyan nuestro futuro por los errores del pasado. Que el error de quienes pudieron haber abusado no se selle con el error de la clausura.

MS. ROMERO: Good evening, members of the board. My name is Alejandra Romero, and I'm a student of Highland. I'm here to ask you for not close our school. Our school is our family. It's not just students; it's family and a commun- -- a community of courage.

There are more than 4,100 students right now who come from different countries with the -- as refugees, as immigrants, or people who are hoping for another chance because they have been in jail. Please help us to sustain and keep up with our work. We are -- there are more than 4,000 persons who want to be enrolled in the program, and they can't.

Please, under the new administration on Highland, the school has been promoted and be success in making many changes. Please, please, we ask you for our future, not for thinking in our past. Ch- -- Highland's changes have helped us to have a more technology and better -- and better classroom time. I

-- I'm asking you to support our future.

MR. KAST: Thank you.

MS. ROMERO: Thank you.

MR. KAST: So we have Zarmina coming up, and then we're going to make a small change; I think we can safely make it. We're going to line the next group up in the center and I'll make sure we're tracking to make sure we get everybody's voices heard. The next group of speakers will be Daisy Calendres [ph], Gabriella Calendres [ph], Dr Addie Ellis [ph], Svetlana Evoka [ph], and Nate Garcia [ph]. Please come down the middle aisle, and we'll stop and make sure we have everybody accounted for. Thank you.

MS. WARDAK: Good evening, everyone. Good evening, everyone. My name is Zarmina. Originally, I'm from Afghanistan. I just want to say a short thing about my story with Highland. I started studying at Highland Community Charter School in 2022. When I started my studying with Highland, my English was so limited. My English was, like, just from zero.

When I started with Highland, and -- I had a lot of problems. I had so difficulties with the language barrier because English was a second language for me. And all the teachers -- when I started from the beginning, all the teachers gave me everything,

like, give me this -- that much knowledge that I -- now I can speak in English. Like, not totally, but I can speak English. And they -- they helped me to improve my skills, improve my language, like, English.

With Highland, I was a mo- -- I'm a mom, I have four kids. With this responsibility, families, everything, I came to the Highland and I learned English, and I want to be -- continue with Highland. I am almost done, but Highland gives me opportunity to continue with all my responsibility.

Because Highland gave us chance to, as a mom, as a responsible person in the community, I - I continue my learning, I continue my studying, and I continue -- now I -- I'm a -- I feel I'm confident, I'm a strong person, and I will be -- continue my goals and my college and my all education. Thank you so much.

ABDUL: Good evening, ladies and gentlemen. Thank you very much for giving the opportunity. My name is Abdul [ph] [inaudible]. I'm from Afghanistan, and I'm a student at Highland Community Charter School. For many students like me, the school is more than just a school. Many of us came to the United States without opportunities for education because of war, poverty, family responsibility or difficult life

situation.

Some of us arrived without the English and without knowing how to continue our education or build a future. At Highland, we found hope. We learned English, job skills, communications and how to become part of our community. Our teachers supported us with patience, kindness and respect, even though many of us balance school, work and family responsibility at the same time.

This school gives immigrants and adult learners a second chance to build better lives

for themselves and their families. When you support adult education, you support stronger families, stronger communities and brighter future. Please continue supporting Highland and programs like this. Highland does not only give us classes; it gives us hope, opportunity in future.

Within less than two years, I've been able to stand before you guys and speak fluently in English, so this was the community of Highland and the -- the -- the leaders from Afghanistan. [inaudible] Please the women from Afghanistan are daring to come at the evening -- at the evening learning education.

While this might be a good incident, in Afghanistan they have been banned from education, and

then there is another chance of mismanagement or violation. Even though it's not their fault, but they are missing their second chance. We request you to promote this program and give the ladies especially, the females, to establish a good future and good community. Thank you.

MS. EVOKA: Hello. My name is Svetlana [ph] and I'm from Ukraine. My family came five years ago, and now I'm an event host and a radio host with the Slavic community, also the Ukrainian community activist. I'm here to support Highlands as they supported me five years ago.

When we arrived, everything felt unfamiliar, and the educational system, medical system, housing, political, financial systems, and Highlands was the first place that made me feel safe, seen and successful. The teachers and staff helped me improve my English and connected me with the tutoring materials and educational resources on the U.S. history, political systems, financial literacy, digital literacy and job readiness.

They believed I could succeed in a new country, and it really helped me to move forward. Highlands gave me academic confidence, practical skills, and critical thinking that directly helped me

find my first job in the United States. The school also introduced me to mentors who guided my career choices. I graduated three years ago, and I'm still thankful.

For immigrant families like mine, access to supportive school isn't just helpful; it's life-changing. Highlands doesn't just teach; it builds community, opens doors and helps students succeed in the United States. I support Highlands so it can continue serving students of all ages with courage and hope. Thank you for listening and for considering how important this school is to families building new lives here in the United States. Thank you.

MR. KAST: Next up is Nate Garcia. If the following people could please line up: Daisy Calendres, Gabriella Calendres, Dr. Addy Ellis [ph], Sadaf Habib [ph], Jonathan Richardson [ph], and Bill Knowlton. Please line up down the center aisle.

MR. GARCIA: Hi, trustees. How are you? My time in Highlands has fed my soul in a way that I really have a hard time expressing. In my role, I have unique pleasure of sitting down with students, hearing their stories, and elevating their voices.

Stories of harrowing escapes from war-torn countries. Stories of people that have spent decades

behind bars. People that have been punched down on by society. And, you know, stories that would -- you know, would just kind of make you, you know, break down and cry.

They make my problems seem sort of small, And, you know, my life isn't even really that easy. I go -- I clock out, I go home, and I'm the sole caretaker of two disabled adult children. One of them, stage five kidney failure, needs a kidney.

But the moment I start talking to these students and sitting down with them and hearing them, that melts away. Because I hear about the one thing that they take away, and it's a common thread through all these students that they take away, and that's hope. Highland's greatest product is hope. Generational hope.

Our students are your students. Parents, they're their first teachers. You're the next ones who pick up for them. We want that to be a better transaction. And our students, even with the struggles that I have, each day they give me hope. Thanks.

MS. HABIB: Good evening, everyone. My name is Sadaf Habib, and I live at Sacramento region, and I am supporting Highlands. I proudly support Highlands Community Charter School and respectfully ask that the

Twin Rivers Unified District reconsider and revoke its decision.

As a member of Afghan community, I have personally seen the life-changing impact in this school has on refugees, immigrants, and adult learners. I myself earned my high school diploma through Highlands, which gave me the opportunity to continue my education and attend college. And right now, I am a student at college and doing my paralegal studies.

Highlands is more than a school; it's a place of hope, opportunity, and second chance of many families of our community. Many Afghan women, newcomers, and working adults rely on this program to build a better future for themselves and their children. Closing or limiting this opportunity would deeply affect communities that already face many barriers. Thank you so much.

MR. RICHARDSON: Good even- -- good evening. My name is Jonathan Richardson. I'd like to share a little about my background. When I was in high school, I -- I couldn't focus on my work because I had a lot on my mind. I struggled to finish school, and for many years, all I could do was wish I ha- -- had received -- received my high school diploma, but now I feel like

it's my time and I am so motivated.

Highlands gave me the hope and support I needed to finally finish school and earn my diploma. When I found out about Highlands, I registered right away from the very beginning.

It gave me a positive experience and the belief that I truly can achieve my goal. My entire experience have -- has been positive.

All my teachers make learning interesting and manageable. They keep it fun, and we laugh a lot. My classmates feel like my -- feel like my family to me, and we all get along so well. I am also surprised by how much I learned. Biology has been one of my favorite subjects, but I've gained so much from history, English and computer literacy as well.

I would hate to see Highlands close; it would be devastating not just for me but for all of us who have worked so hard toward our goals. I don't know if I would ever find teachers and classmates --

MS. SABENIANO: Time.

MR. RICHARDSON: -- like the ones I have here at Highlands Community Charter School. I think my classmates feel the same way. Thank you for letting me share my thoughts with you all. It has been a pleasure.

MR. KAST: Can the following speakers please come to the center aisle: Amad Abrahami [ph], Kathy Chow Rothberg [ph], Arizo Acbari [ph], Abdul Ahmedzai [ph], and Perima Azizi [ph]?

MR. KNOWLTON: Good evening, trustees. My name is Bill Knowlton, and I'm with the Mack Road Partnership [inaudible] property and business district in South Sacramento. I have a couple of things to say, and I -- and I'll be brief. First -- first of all, thank you for your service to our community. This i- -- - these jobs are not easy, and they're not glamorous a lot of times, and this is probably one of those times.

What is the right answer? We heard from one group of attorneys who said, this is the right answer, and then we heard from another group that said, this is the right answer, and both are absolute. I'm not an attorney, and I don't know if that's true. What I do know is that there's a human cost to the decision that you're about to make. That I do know. We work with this community every day. The struggles that we have as a community, a lot of it goes right to education.

There is nobody arguing that Highlands made really, really big mistakes. There's no argument there. But there's nobody sitting behind me that did this. There's not one person here that made that

happen. There are a group of people who are saying, we have made these changes, substantial changes, and let's go down the road a little bit to see where this ends up. You can put whatever restrictions you want on going forward, but to say no makes a huge difference to this community.

So I would just ask you, think long and hard, really search your soul to say, what is -- what is the right thing to do? Always look at what's the next right thing. Thank you for hearing me.

MS. ROTHBERG: Good evening. My name is Kathy Chow Rothberg, and I am a refugee. I know why I'm here. I am a mother, I am a voter in District 3, I am a homeowner, I am a property owner, and I am a CEO, and a volunteer. I am here because I believe in public education. I grew up in the public education, and I was once an elected official like you as well, sitting in the dais, serving our community.

As a former city council member and a former mayor, I am here for the rights of children. I am here for the rights of young adults. I am here for the rights of parents. I am here for the rights of seniors. I am here for the rights of justice-involved adults. I am here for the rights of the homeless, those who are experiencing homelessness.

I am here for the rights of survivors, and I am here for the rights of refugees, immigrants, and I'm here for the wellness of teachers. I am here to speak about health, and the right to have education opportunity, and to have skills, and to have jobs, to have housing, to be part of society, to have health care and to have mental health care.

No one at Highland or SICA stole any of that money to use personally. They used the money to serve the community. Imagine that, how much money we have spent on homelessness and on the jails. It costs $127,000 to jail a person in our state a year. It costs $74,000 a year to put a person in a county jail. It costs $74,000 for one homeless person.

Highland is saving our community, educating our community members so that they can be a part of society. Thank you. You have a hard decision. Thank you for making the right choice. You heard all the evidence. Please make the right choice. Revoke [inaudible]. Revoke [inaudible]. Stand for our society. Thank you.

MR. KAST: Can the following five people please make their way up? Shapoola Hotak [ph], Eid Mohamed Nori [ph], Rebecca Snow [ph], Sayeed Freidenfeldt [ph] -- sorry, Caleb Freidenfeldt [ph]

and Omar Kevin McColl [ph].

MS. ACBARI: Hello team -- board team members and every- -- everyone who is here today. My name is Arizo Acbari, and I am res- -- residing in Sacramento region, and I'm a victim advocate at Lao Family Community Development agency. So I'm here today to support Highland and revoke Twin Rivers decision.

I want to share and talk about the impact that Highlands have on our individuals and the families that we are serving. So we are like the peo- -- the -- we are helping through our c- -- through our -- through our organization, we are helping individuals and families from different backgrounds, especially who are in- -- involved, including survivor of domestic violence or survivors of any crime, also refugees and newcomers who really wants to rebuild their lives.

And one of the -- they -- they face a lot of barriers, and one of the biggest barriers they're facing is their language, which they -- they can -- they can -- they can go to Highlands and make the impact that Highlands have to remove this barrier from these individuals and family is that they go to -- they attend the English classes, and they are able to build their lives and contribute to the community.

They -- they are able to get work because most of the families that we are working with, they -- they have language barriers and also -- and also the -- the time is up? Okay. So w- -- when they are -- when they are learning English, so it means that they can contribute to -- to -- to the community and also get a good job, get housing, and also get a successful life. Thank you.

MR. FREIDENFELDT: Hey, thanks for having me. My name is Caleb Freidenfeldt, Area A representative of the PACE Committee, Political Action for Classified Employees, and CSEA.

So I was doing some studying yesterday. I was quite confounded by the amount of corruption that was going on with North Highlands. I'm from Grass Valley. I drove an hour and a half to be here.

And so the charter school lobby pushes legislation around one thing and one thing only: anti-regulation and anti-oversight. Speaking to members of the public, how does it feel that the anti-oversight efforts -- that this is the primary goal of charter schools is anti-oversight? They should be held accountable. And California char- -- California charter lobbying efforts' primary goal is to lobby against accountability.

So the charter school movement -- excuse me, this is a symptom of the charter school movement. Corruption and mismanagement is a feature. My brothers and sisters in CSEA are the embodiment of accountability. It is the core principle of our union. It protects our students. It protects the public trust. And North Highlands Charter has failed on both accounts. Thank you.

MR. McCOLL: Hi, everyone. My name is Omar. I am the resident of Elgrove and also representing refugee communities. In addition, I am working with Lao Family Community Development organization, which helping delivering service to the refugee communities.

So I am here to speak on behalf of the refugee communities who are left behind of the education, learning English, and a school diploma. I am here to speak on behalf of those refugee communities who left their countries to come here and make their lives better.

I am here to speak on behalf of those refugee communities that the schools and educations are banned on their country and they coun- -- struggled so many problems to come here and learn something.

So, as we know, language is the biggest

barrier towards the employment, social adjustment, housing, and even parenting sometimes. So Highland Charter is not only an educational center; it was also a community center that was helping the refugee communities to get together, know each other's l- -- cultures, networking and introduce with different people from different countries. It means that it was helping their mental health as well.

So I'm here to request to give an opportunity for that single mom who doesn't know English and needs a high school diploma.

To give an opportunity for these students who are here, to give an opportunity for those students that they are not able to make it happen to come here, and finally to give an opportunity for Highland Charter. So please revoke this decision of the Twins River and give another opportunity for Highland Charter to continue. Thank you so much for your time.

MR. LAHOTAK: Good evening, everyone. My name is Shefiel Lahotak [ph], and I'm a community lead volunteer. So I'm -- I reside in District -- District 3, but I do have connection in broader Sacramento community, and like a bridge. So we connect the needy family where they need the services.

So I believe it's a good time that summer break is coming. We all have planning to go on a break, to go travel, to go somewhere. So when we make our planning, so we do provide everything. We have our document, we have our passports, we have everything prior we leave. But pretend and remind those days when the Afghan evacuated from Afghanistan.

I have a story. I used to work for a non-profit or a settlement agency. One of our clients, he gave us a story, which he has half of his clothes while he was crossing the wall to get into the airport and to come to the United States. So pretend that he has no document. He left all his education document.

He left everything over there, and whatever left behind at home, it's turned out and it's burned because it was a challenge for them, for their family, remaining family. So they have no document when they end up to Sacramento.

So we -- as a community, we lead them. We take them to Highland Charter to give them a succeed, a way. So Highland Charter is, wherever it's happened, that's Highland happened. But that's -- that's a key. That's a key to success. So we need -- we need the success. If you want to continue and have these community members who end up to Sacramento to succeed

and to have an opportunity, so we need to keep opening this door.

And when we're closing Highland Charter door, it's not just mean that we're closing the Highland door, but we're closing thousands of other families who need income. I have two individuals, Syed [ph] and Mohamed [ph], who get his document, he succeed, he had a job. Syed, who didn't complete the Highland, so he didn't able to get the job. So we want to continue and have Highland Charter in the community. Thank you.

MR. MOHAMED: Distinguished board members and respected trustees and my peers, friendly like a family, and all the participants who have participated in this meeting today, good evening to you all.

This is Eid Mohamed, an immigrant from a war-torn country, Afghanistan, that everybody knows. I, as an immigrant, started school here, and I have somehow improved my English, the accent, the understanding that caused me to get a new job as a medical interpreter. This credit goes back to Highland Charter School. If I did not attend this school, how possible I could be employed as a medical interpreter?

So now my proposal is you guys have the capacity, the decision makers, the trustees. So please

consider Highland Charter School. Like the coins, it has two sides. So the negative sides, everybody mentioned, yes, corruption this and that. Okay.

One, two, three, four persons may be corrupted or corruption, so why you are not prosecuting those corrupted people and now you're punishing the immigrant community, the people, the students, the parents who do not have their certificates from homeland? Now they have to get high school diploma plus learn English to have a brighter future.

So at the last not the least, but I'm mentioning that Mark Twain, who died 116 years ago, he said, be kind. Kindness is the language that deaf can hear and blind can see. So please kind to Highland. Thank you.

MR. KAST: Can the following five speakers please approach the center aisle: Michael Strillo Smith [ph], Nikki Ramon Tuxbury [ph], Sahar Ahmadi [ph], Adiba Hadi [ph] and Anna Mozgova [ph]?

MR. IBRAHIMI: Good evening, everyone. My name is Ahmed Ibrahimi [ph]. I'm a student's enrollment special at Highland Community Charter School and also serve as a board member of Afghan community in Sacramento. For many people, school is

just a building, but for immigrant and refugee Highland is much more than that.

Highland is a second home. It is a place where people who lost hope began to believe in themselves again. Many of our students came to this country after surviving war, fear, poverty, and heartbroken situation in their home countries. Many parents never had an opportunity to go to school or earn a high school diploma before they were focused on survival.

Every day I see mothers and fathers walk into Highlands carrying a heavy responsibility. Some works long hours. Some are learning English for the very first time. Some bring their children with them because they have nobody else to help, yet they still come to school and determine and courage.

Highland changed lives. It gives dignity, confidence, education, and -- and hope to the peoples who have already faced so many struggle. For many Afghan families and immigrants, immigr- -- immigrant community, Highland is not just a school; it is a bridge to future. It helps refugees become independent, support their family, improve their English, continue their education, and become proud contributors to their countries.

Keep Highlands open means keeping a dream alive for a thousand California residents who simply wants a chance, a chance to learn. a chance to succeed, a chance to give their children opportunity themselves never had. Thank you so much for listening and support our community and our second home, Highlands.

PARIMA: Hello, my name is Parima [ph]. I am a mother. I have been studying English with Highlands for three years. I'm very happy to be a student at Highlands.

Being a student at Highlands, I've learned a lot of things, including I can communicate with my children's school, I can see the -- I can read the messages, I can read the flyers and understand them, and I can also speak English, but I got a little anxious here, so I'm not able to communicate in English

Please help us by not closing Highland because by closing Highland, you're going to close our future. When you're thinking about Highland, please think about the -- the future of us -- of -- of us students. Thank you.

MR. SMITH: Good evening. My name is Michael Strillo Smith, and I have been teaching at Highlands

since April 13th. And with over 20 years of experience in public, private charter schools and as an arts educator in the public sector and nonprofit, I thought I had seen it all. Then I came to Highlands.

In just over one month, I've had the honor of meeting the most remarkable students. Each one brings a unique and powerful story. Some of those stories are heartbreaking, but what stands out most is their resilience. Their determination doesn't just inspire me, it humbles me.

We often say education is a fundamental human right. It's not just about academics; it is about dignity, opportunity, and hope. Yet many of our students come from places where access to education was never guaranteed, or those whose circumstances were interrupted at some point in their life. What unites them is this. They do not take this opportunity for granted.

Our students are balancing so much. They are working, supporting families, raising children, all while attending school full-time. I've met students determined to break generational cycles, to become role models, and to build better futures, not just for themselves, but for their communities. Without Highlands, these opportunities disappear.

I commute two hours each way from San Jose every single day for the privilege, the privilege of teaching at Highlands. It is that special. Our students want to be there. They believe in what we offer. As educators, we are not here to close doors; we are here to open them, to create opportunity and to ignite a love of learning.

These students, many of whom have endured sacrifices most of us could never imagine, deserve our support. They deserve our encouragement. And above all, they deserve the unwavering opportunity to continue learning in our classrooms. Thank you.

MS. TUXBURY: Good evening. It's an honor to stand here in front of you, you know? My name is Nikki Ramon Tuxbury. I'm the [inaudible] woman with all these foreigners I go to school with at 61.

I started 2018, I left over there at Grant. This time I came back, and I want to succeed because I'm doing something you guys are doing. I have -- I'm going through a non-profit to help people and I'm going to be on the board.

And -- and for you guys being here making your choices, I'm going to have to make those choices of the bad and the good. And through Highlands, I'm learning an education. I'm -- I'm learning different

cultures while I'm there, you know?

Yeah, I understand we had bad apples; they're gone out of the barrel because I'm nosy, I want to see -- I want to see what they're doing. Why did they do this? Why does it ha- -- has nothing to do with Highland School; it's just the bad people. It's like the gamble. You place your bet; you're going to win or lose.

But what's the real meaning behind this is to help people succeed. They come from a different country. You don't want them sitting on welfare. You don't want them lying around. These people are very intelligent.

Some of them have education, but they can't move forward here unless they get a diploma. That's where you come in. And kike I said, it's a gamble. They are cleaning house. They are making those moves. Thank you.

MS. SABENIANO: Time.

MS. TUXBURY: Thank you.

MS. AHMADI: Good evening, everyone. My name is Sahar Ahmadi, and I'm the Sacramento region resident. I'm here today to support Highlands Community Charter School and to ask you to reconsider the Twin River decision.

I'm representing the Afghan community. Many members of our community need ESL classes so they can learn English, become employed, become self-sufficient, and build a stronger community.

So I'm here to ask you to give Highlands Community Charter second chance so that everyone in the community can be self-sufficient, have employ, pay taxes, and make the community stronger in power. Thank you.

MS. HADI: Good evening. My name is Adiba Hadi. As a refugee Afghan woman and someone who works closely with refugee and immigrant communities every day, I have personally seen the impact that Highlands Community Charter School has on people's lives.

Highland -- Highlands gives opportunity to many Afghan women that would not have had in Afghanistan: opportunities to receive education, learn English, gain job skills, and build independence for themselves and their families. For many women, this is their first real chance to persuade education in a safe and supportive environment.

Highlands serves refugees, immigrants, survivors of domestic violence and homelessness, working parents, seniors, young adults who do not -- who -- who did not complete their -- complete high

school. These are individuals who are trying to rebuild their lives and continue to contribute to the community.

In Sacramento County, more than 550,000 people speak a language other than English at home, and over 122,000 adults do not have a high school diploma. Highlands helps build -- bridge the gap by providing education, English language support, and workforce -- -force opportunities at a time when the cost of living continues to rise.

This school is not just a building; it's hope for thousands of people who deserve a second chance. I respectfully ask you to consider the real human impact this decision will have on vulnerable communities who rely on Highlands every day. Thank you for your time.

MR. KAST: Can the next five speakers please line up down the center aisle: Maria Sandoval [ph], Yuri Ethmov [ph], Carla Rios [ph], Adam Graham [ph] and Annabelle Meza [ph].

MS. MEZA: Good evening respect to -- respected trustees. My name is Anna, I'm biology teacher at Highland School. I want to tell you who we are. Our school is much more than just education; it changes and saves people's life.

I am an immigrant and for my first year in the United States, I could not find friends. I became very withdrawn. I cried a lot because people didn't understand me and I felt invisible. It was very painful and lonely time for me.

But then I found Highlands and I graduated from this school. Here, people helped me to adapt. They helped me to understand the American system, learn English, get a profession and start working. Highlands became the steppingstone that helped me achieve the American dream.

Even in Ukraine, people heard about -- about Highlands. Many came to Sacramento because they knew there is a place where they will be welcomed and supported. America is a country where people can truly see and hear one another, and our school is a powerful example of that.

The teachers at Highland show me what real Americans are like. They are people with open hearts, a willingness to help each other. Today, I pass this spirit onto my students, and they pass it onto their families and their friends.

That is how we build different Sacramento, a city where people truly see and hear and -- each other. And I want to let you know that today I

received my single subject teaching credentials. Thank you so much.

MS. SANDOVAL: Good evening. When I first came to this country, I remember trying to put gas on my car and not knowing -- knowing how because in my home country, an employ- -- an employee does it for you. When I asked one employee if they are going to help with this, respon- -- with this, his response was no. You have to do it yourself.

So I went back to and tried to figure out how to use a gas pump. But my English was not very good, and I had no idea what the gas pump said, so I was lost, and I tried to speak in English with one guy, but I was happy when he began to spend- -- speaking Spanish. After realizing that I was struggling, he decided to assist me, so I -- I turned him and said, you saved my life today, and I knew then I had to learn English.

Good evening, Highlands members, teachers, parents, and fellow students, and members of the board. My name is Maria Sandoval, and I'm a Student Leadership Council member from Howe Avenue site.

And today, I'm -- I'm -- I want to talk about the incredible journey that started when I joined Highlands. What -- what will happen if your

children's school is closed? What will happen to those children's future without an education, without a job, without money? These are the questions being asked of the Highlands students if this could work to close down.

The students will not know where to go for help and no hope. Today it's difficult to see how many people like me are trying to forge their goals and dreams but with the closing of Highlands, you are destroying too many lives and bright futures.

There is some sadness and mixed emotions because it is difficult to leave a place that shaped too many lives and considered like home. This school means more than just a building. After 20 years of working and worrying about --

MS. SABENIANO: Time.

MS. SANDOVAL: Oh, sorry, I just want to finish with this. Just imagine, without Highlands, how many people like me will find themselves back at the gas station trying to use the gas pump without knowing what to do because can't read English. They will be lost just like I was once trying to ask for help, but -- but no one could understand me or help me. That would be truly catastrophic, sad, and painful. Thank you. Thank you for listening and good day.

MR. ETHMOV: Hello, everyone. My name is Yuri, and I am a student of Highland School. I am 41, and I came to the United States from Russia to build a new life here. When I came to the United States in October 2023, everyday American speech sounded like fast, unbreakable noise to me. I realized how much I needed to learn to truly survive and build a life here.

This is where the Highlands Community Charter School changed a lot for me. At Highlands, I didn't just start learning English grammar and pronunciation; I started learning about American society, American history, civics, and culture.

They didn't just teach me vocabulary; they taught me how to understand the American way of life. For instance, I learned idioms like to hit the ground running, which is exactly what immigrants try to do every single day.

I am deeply grateful to the United States. I am not just here to s- -- to receive. I am also to contribute. I work, I pay taxes, and I volunteer at the Rancho Cordova food locker to give back to the community and practice my English.

Even when I drive and see obstacles in the road like abandoned shopping carts or fallen pipes I

stop to remove them, because I want to be a good neighbor and a responsible member of -- of American society. We are taking our very first steps on this new land, and we want to take them faster. Highlands Community Charter School is a bridge that helps us to do that.

Right now, I'm studying [inaudible] government in this school. I'm learning that in this country the people's voice truly matters. I hope our voices matter to you today. Please keep this school open. Investing [inaudible] is an invest- -- in -- as an investment in people who will make American stronger, richer, and more diverse.

Little bit -- little bit left. Can I explain finally? And finally, if you understood my speech today it means my time at Highlands has not been in vain. Thank you so much for your time.

MS. RIOS: Good evening everyone. My name is Carla Rios [ph]. I know why I am here. I'm here because I want to support Highlands. Highlands teach -- teach me how -- Highlands teach me nothing is import- -- nothing is impossible when you follow it. Highlands work with you nothing is impossible.

So Highlands help me to achieve my dreams. Highlands helped me to achieve my goals. And now I

have my high school diploma. I have three careers. Highlands pay me three careers, and he pay me for manicure, he pay me for esthetician, and digital navigator. Now I feel from of Highlands, because Highlands help me to open my business. Now I can communicate with the others. I can communicate with people speak English, because English is my second language.

And then, I don't feel -- it's not embarrassed for me when something is difficult to communicate. But now I feel so proud of Highlands because he help me when I'm studying and I need a glasses. Highlands provide me glasses. When I need a computer,

Highlands provide me computer, and they teach me how to use. And they teach me how to use social media. And now everything Highlands teach me help me to imp- -- improve my business. So I feel so proud of Highlands. Thank you so much.

MR. MESA: Good evening. My name is Anabel Mesa [ph]. I'm here because I was a student in Highlands Community Charter in the program of English as second language. When I came to the US, my family told me that I was never going to be able to work as civil engineer as I was in Mexico. So I knew about

Highlands. And even when I was working as labor in construction, I just started to study in the afternoons.

They help me to improve my English and be able to communicate. The professors take the time to help me to revise my resume, and also, they gave me good advices for the interviews. I started working as the -- as a technician in different -- in a different company. And with the time I also did my exam for work -- for get my certificate as engineering training.

Currently, I'm working as civil engineer for the state. And I'm very concerned because many people is not going to be able to have this opportunity that I have if the program is ended. Also, the professors were very -- very helpful. They helped me to improve to different people that gave me advices how to success here in the US. Thank you so much.

MR. KAST: Can the five -- five following speakers please line up in the middle aisle: Laura Kerr [ph], Ali Hussein Amadi [ph], Sean Frame [ph], Horizona Hassani [ph], and Ali Euwar Hussan [ph]. Thank you.

MR. GRAHAM: Good evening. My name is Adam Graham. I'm the accountability coordinator at Highlands Community Charter Technical Schools. I

started in 2019 as a teacher. I came here from Oregon, because I heard there was a school that was serving immigrants and refugees. And in my student teaching I had always thought there should be such a place, and I was amazed to discover that there was.

The best things I've ever done in my life were here in the last seven years I have worked for Highlands. It is unqualifiably the best experience I have ever had, the most service I have ever been to other people.

When Jonathan Raymond, Eric Chatman, and Theresa Cummins came on, I experienced a level of discussion of wide ranging and deep discussion, and understanding about what would be best for our students that I have never experienced before in my life.

Subsequently, we worked very, very hard with the staff at Twin Rivers to give them everything they need to clear these notices of violations. And it was not easy. There were a lot of them. They were very technical, very specific. And it was a very hard recommendation for anybody at Twin Rivers, I think, to make to clear those recommendation, but they gave us the all clear.

They recommended that they would not revoke

the charter. The board didn't listen, didn't have any discussion. They just did what they were going to do in what I can only assume is a political process, that once again the powerful are being spared and the vulnerable are suffering the consequences. So I urge you to not let that happen today. Thank you very much.

MS. KERR: Chair and trustees, my name is Laura Kerr. I'm the chair of school developmental center. I want to thank you for the staff report and for your time and thoughtful consideration of this revocation. We sent in a letter and we think that this revocation should be reversed.

We've been following this process. I was there on January 30th when the board set aside the staff recommendation that had been endorsed by the CBO, the superintendent, their attorneys. And it said -- made some references to feeling the heat from constituents. And I get that. I definitely get that. But process really matters.

And tonight if you don't reverse the revocation regardless of all the procedural challenges, this isn't the end of the road for this community. And we think that they deserve another chance. If you do reverse the vocation, Twin Rivers can start the process again and do it right. Right?

And we think that this community deserves at the very least.

The most, I'm a Sacramento resident. And I understand that Highlands has made some mistakes. I think that the school plays a really important role in our community. I'm very proud of it. And so, I'd love to see the school continue, and I have a lot of faith in Jonathan Raymond. Theresa Cummins, and the team.

We know that they've been turning it around. They deserve our faith. And you know what, I was on the other side of the dias [ph] with him, and so it's -- it's fun to be on the side, and really to be here. Not fun I wouldn't say.

I would say I understand that Jonathan Raymond is -- and his team has a lot of integrity, and they want to make you proud. And they want to do it right. And you can trust them to do that. Thanks.

MR. KAST: Can the following five speakers please make their way up to the font aisle? Sohala Amadi, Anna Aguilar, Abdul Hussein Amadi, Sayada Masuma, and Megan McMullen.

MR. FRAME: Good evening trustees, Superintendent Gordon, President [Inaudible] Sabiano [ph]. My name is Sean Frame. I'm chief job steward for CSEA Chapter 480. I came here tonight with a great

speech written about the incredible malfeasance I saw in the California State Auditor's Report about Highlands, and then I listened to these great speeches tonight, and I just want to say it's a very amazing thing to -- to -- to have your heart rendered this way.

I too stand with immigrants as does the Twin Rivers board that revoked this charter. It is a very cynical thing to make the case that those who would revoke this charter do not stand with immigrants.

Who let these immigrants down? Was it the Twin Rivers board? No. It was the criminals running Highlands Charter who let them down. That's who let this community down. That's who we should be talking about.

And when somebody has that level malfeasance they do not deserve a second chance. We want accountability for public funds. We want these students to get everything they deserve, not luxury suites and a baseball stadium, not a baseball stadium purchased with public funds, not trips to Hawaii and Paris. None of them got to go on those trips.

I've sat here all night and I've heard these amazing speeches, and it made more angry by the minute that that they were let down with your oversight or

lack thereof. Four of you have received charter school money for your elections. One of you sitting right there smugly looking at his phone right now is taking money right now. Pay attention when people come here to talk. That's rude. That is rude.

I'm shaking because I'm so angry because the folks here deserve better. They deserve all of the services provided but with full public accountability. Uphold the revocation. Thank you.

MR. KAST: Could the next following five speakers please line up: Estaban Nunez, Ken Mendoza, Cabella Sulaman, Tyrone Shiff, and Sonia Bennett or Bonnet [ph].

MS. AGUILAR: Good evening trustees and County Superintendent Gordon. My name is Anna Aguilar. I am secretary of the Twin Rivers United Educators. Speaking on behalf of our union. And I also happen to be a parent in a constituent in Area 3, taxpayer, a voter of Area 3, and I work at a school in Area 2.

I urge you to uphold the revocation of the Highlands and seek a charter revocations. Fraud and misappropriation of education funds by charter operators have been in the news for several years, and still the state legislator has not taken action to put protection for students and taxpayers in place.

The TRUSD board acted responsibly. And you know our -- our relationship has -- had been contentious not too long ago.

And in this case we are standing arm in arm with our district, and they acted responsibly and legally to revoke these charters in the public's interest. Reversing this decision will send a message once again that fraud and misappropriation of our public school money is perfectly fine in the Sacramento County Board of Education.

Despite the claims of new leaders and reformers being put in place at these schools it's clear that the new leadership doesn't view the role of stewards of public money seriously. They have not even provided the legally required audit for the most recent fiscal year.

If they can't meet this most basic deadline of fiscal accountability this new leadership is no better than the old. Please do the right thing and uphold the TRUSD's decision to revoke both of these charters. Thank you.

MR. MENDOZA: Hello board members. My name is Kent Mendoza. I'm with Anti-Recidivism Coalition, a non-profit community based organization based out of Los Angeles and Sacramento in G Street. We are a

reentry organization that supports people who a coming home in -- coming home from incarceration.

We work with people that value education, that understand what it -- it is to go through trauma who, you know, issues that put them in situations that were maybe a traditional might not be the best traditional pathway for them. Charter school like Highlands, like Highlands Charter School is a -- is a valued thing -- valuable thing that we need to have in our communities.

We need to continue to have this. I mean, it was just -- I've been here for the past two hours and just hearing everybody how beneficial something like Highlands has been, it's just -- it's shocking to hear that we're trying to remove that.

So, you know, as someone that has been to charter school myself and believe in second chances and was given a second chance, we should give Highlands a sec- -- second chance so we can continue to hear these amazing people getting better in their education and in their accents, you know.

I got better in my accent too, so I would love to see everybody continue to have those opportunity to blossom in -- in our economy and be contributing members of our society in Sacramento.

Thank you.

MS. SULLIVAN: Good evening. My name is Isabella Sullivan. I'm speaking to my -- on behalf of the Anti-Recidivism Coalition as well, but also as someone who personally understands what it means to need a second chance, but most importantly, to be held accountable, and deeply understand the importance of accountability.

I work every day with individuals who are trying to rebuild their lives after incarceration, trauma, homelessness, addiction, poverty, and years of being pushed out of traditional systems.

But this work is personal for me too. I know what it feels like to have your future reduce to your worst moment. I know what it feels like to try to re- -- rebuild your life while carrying barriers that most people never have to think about.

As someone who has maintained a 4.0 after incarceration and is enrolled to law school, one thing I have learned about pers- -- both personally and professionally is that education can completely change the direction of someone's life. For many students Highlands Charter School is not just a school. It is one of the last places willing to believe in them.

It serves working class adults, clients --

immigrants, refugees, justice impacted individuals, and people who have failed by the traditional education systems. And when we talk about shutting down a school like this, we have to remember who is truly impacted. It is not the entities who have caused the harm.

It is the students of all ages and backgrounds who are finally close to graduating, the parent trying to finish school or raising children, who is also me, to give them a better life. The person coming home from incarceration trying to build a future and find a purpose instead of returning to survival mode just like I did.

It is the people escaping oppression and unimaginable violence with hopes of a safer brighter future. I absolutely understand the concerns that brought us here tonight, and accountability manners, but I also believe deeply in rehabilitation, growth, and the opportunity to improve systems. Thank you.

MR. NUNEZ: Good evening. My name is Esteban Nunez. I'm here on behalf of the Sacramento Area Reentry Colloboration and the Anti-Recidivism Coalition. I'm here to express strong support for Highlands Community Charter and Technical Schools. Tonight we respectfully urge you to support the appeal

to allow Highlands the opportunity to continue its reform process and continue serving the students that need it most.

Highlands provides essential educational and workforce opportunities to some of the most vu- -- vulnerable populations and members in our community, including those who are reentering society after incarceration.

Education is arguably one of the most effective improving tools to rehabilitate somebody, yet access to it for adults remains scarce. Highlands is filling a critical gap here in Sacramento County, so we respectfully ask that the board continue working in partnership with the school so that its students many of whom are rebuilding their lives after incarceration, homelessness, or other hardships as you've heard are not denied the opportunity they have worked so hard to earn.

For them this is more than education. It is a lifeline to a second chance. Your vote today preserves public safety and it's a necessary resource for this community. Thank you.

MR. SHIPP: So good evening. My name is Tyrique Shipp. I'm here with the Anti-Recidivism Coalition as well. I won't reecho what some of my

colleagues just said. I'll just say I'm somebody who went to a charter school. I was one of those at-risk youth. I didn't speak well. I spoke with a lisp. I still do, but I'm somebody who was given that opportunity when nobody would give me the chance.

And I think that's what -- what everybody here is asking for, an opportunity. It's not about what somebody else did or what somebody else has done, but the opportunity for you all to work with this school and -- and bring it back up to shape and help our people. Right?

And I think if -- when somebody did that for me it changed my life. Currently, I am somebody who is getting their master's at the University of Southern California, and that's through a charter school.

If I didn't have that opportunity, if I didn't have a school willing to accept me and -- and -- and cut me off because of my -- because my background or where I came from or could -- because I couldn't speak, then I would have fail, and that is a public safety issue. And we have seen crime drop across California. And that's because of education mostly. And I think we need to invest in our education. Thank you.

MR. KAST: Can we please have the following

five speakers? Please line up in the middle. Mariah Kendella, Angela Andres, Louis Gonzales, Fabian Gutierrez, and Jazmine Advincula [ph].

MS. BARNETT: Good evening boards and members. My name is Celia Barnett [ph]. I am on the student leader board on 33rd in Oak Park District School. And I am here tonight to save my school, because I have been attending -- I have been attending since the end of 2024. I think it's time to get my diploma.

I'm here advocating for you guys to please keep our schools open. I'm not the only one here tonight wants to get our di- -- our diploma, but I'm just asking you guys, I want to change my life. I have four children. I'm 68 years of age. I'm tired of pay -- pay musical chairs.

It will be 2027 probably when I graduate, but I'm not going to give up. I love you guys. You got to hear for us. I want to get my diploma so I can put it on the wall. I'm 68 years old.

It's time for me -- I -- I -- Highlands gave me -- I earned the certificate for food license. I can open my own cafeteria, my restaurant if I choose. They have helped me. I want to get my diploma, and I just want to thank you guys. Please keep the schools open,

man.

MS. CAMBELLA: Hi everybody. My name is Marty Cambella [ph]. I am a 12 year SAC County educator veteran. I taught in four different school districts throughout the county. I've even collaborated and done some trainings here at the County Office of Ed.

My rule at Highlands is of a full-time mentor teacher. So the entire reason that my job exists and why I am here serving this community is because of the efforts to get our school into compliance with credentialing.

What I will share is that within the first three days of my job I met some of the most amazing teachers I have ever worked with, and I've worked with hundreds of teachers across the dis- -- across the county.

Our teachers are so remarkable that when I was meeting teachers in the credential program that just started out, I was meeting folks with double master's degrees, folks with master's in TESOL, the perfect, you know, educational backgrounds to serve our students.

I met a teacher that was a physician from his home county in a credential program. Right? I

showed up and I thought, what am I here for? What is my job? Because these teachers have more experience than I do, they have more wisdom, and on top of all of that, I have worked again with hundreds of educators across the county. I have never met more dedicated teachers in my life.

These teachers were laid off a year ago. They were told, "We're done." They didn't have any job security. They didn't know what was going to happen to them, and then they were asked to come back and they did, and they're still here. Thank you.

MR. GUTIERREZ: Good evening. My name is Fabian Gutierrez, and I just come to talk about the main problem that we are having. Most of us that we speak two, three language we've been having issues in communication. If we don't communicate right then we cannot survive. We cannot get a job, we cannot get anything.

The main problem for us is not about the corruption or the school, its about communication, because through the communications, through Highlands we know that we have a build a bridge where we can communicate and we can get a better life. For example, I used to be an engineer in Mexico, but here I started studying at night then I can maybe come an

electrician. I get my own company.

But now I can start getting more work for other people, helping the community. So my thought is if we have strong families, if we get a better life, we can have our sons understanding the problematic that they can have and then we can help them.

We can -- strong families can create strong communities, so we can start becoming a better communities in -- in our town. So Highlands is an opportunity that is like a bridge for us to start getting a better end. So I would recommend if you can help us to keep Highlands alive, because it's necessary for us. Thank you.

MS. ADVINCULA: Good evening President Solvineordo [ph] and board trustees. I'm Jazmine Advincula with the Sacramento Asian Pacific Chamber of Commerce in strong support of Highlands Charter. For more than a decade Highlands has served those most often left behind, immigrants, working adults, and families striving for stability.

This is not just a school system, it is a workforce pipeline and a bridge to economic self sufficiency. Sacramento residents rely on Highlands to learn English, finish high school, and gain job schools that directly support our local economy.

Under new leadership, Highlands has taken significant corrective actions including restructured governance for better accountability, implementation of stronger systems and installing new academic and operational leadership. These are not promises, they are measurable steps already underway. Shutting Highlands down will cause adult learners to lose access to education and job training overnight.

Employers including small businesses will lose a critical workforce pipeline. The ripple effects will be felt across Sacramento's economy and communities. We are asking you to recognize progress. Highlands is demonstrating the willingness to rebuild trust and to meet the standards expected of them. We urge you to allow a path forward that include strong oversight, continued reform, and the opportunity to get this right. Thank you for your time.

MR. KAST: Can the following five speakers please line up in the middle? Carla Patricia Ro- -- Rosso, Ali Hussein Amadi, Mariah Inez, Zena Williams, and Zabby Hula Alminua -- Alminure [ph]. Sorry.

MR. HERNANDEZ: Good evening, board members. My name is Louis Fernando Gonzales. I'm from Mexico. [Inaudible] I'm from Mexico, and I would like to give thanks to share my experience with Highlands.

I am an immigrant and one of the most problems we face is the language, and I had to face that problem, the language. I came -- I came Highlands through a friend. He -- he told me about Highlands. He was already a student at Highlands, and I start learning English for -- from Level seven.

And I remember my first teacher was Mohammad. His name is Mohammad. And he taught me all -- all -- all my -- my -- my English I know now. And he told me all English basic and how to make a good sentence.

Also, he became and inspiration for me, because he was a guy from Afghanistan and he speaks seven language including my language, and he inspired me because he -- he can speak seven languages and -- and inspired me to -- to start learning English.

And now, I'm still learning English for sure, but I'm able to speak with other people, people understand me now, and I can communicate with them. And also, I can write a good paragraph. I want to get my high school diploma, and I'm very committed to this goal.

CLERK: Time.

MR. HERNANDEZ: Oh sorry. Can I continue?

CLERK: [Inaudible].

MR. HERNANDEZ: I work -- yeah? Can I? [Inaudible].

MS. SABENIANO: No, just -- just finish your thought.

MR. HERNANDEZ: Huh?

MS. SABENIANO: Finish -- finish your last sentence.

MR. HERNANDEZ: Oh.

MS. SABENIANO: Yeah.

MR. HERNANDEZ: Thank you. I go to school for three years. I leave a home at 7 a.m. and return at home at 10 p.m. I'm very proud when I remember when I came to this country and I didn't know anything about English. I fe- -- I feel very grateful for Highlands and for the teacher, because they help me to became the person I want to be. After Highlands I would -- I would like to go to college and get my certificate for electrician, and thank you for hearing me.

MS. SABENIANO: Go head. You can start. Maybe if we can restart the time, Wendy.

MS. WILLIAMS: Good evening board members. My name is Zena Williams, and I am a graduate. I'm graduating this year, and I learn so much from Highlands. Proud of making it this far. Highlands

have helped us earn our high school diploma. This journey wasn't always easy. Today I celebrate my growth and my hard work and future.

Please consider keeping Highlands open for the upcoming graduates. This is a great opportunity for adults to get their education and high school diploma. Thank you.

MR. KAST: Can our last two speakers please come to the center aisle? Sayade Najha Hizzada [ph], and Valerie Bryan.

MR. VIVIN: Chloe Vivin [ph]. I'm the last but not least. Do not only look at the empty half of the glass. Please also look at the full half. The full half is the students and pupil whose life has changed, who learned well and move closer to their dreams because of Highlands. Before making any final decision please consider the positive impact this school has had on hundreds of lives. For many of us Highlands has been a great tower of our future, our goal, and our dreams. Thank you.

MS. SABENIANO: [Inaudible].

MS. BRYAN: Good evening everybody. My name is Valerie Bryan. I am a teacher at Highlands. I teach the grades one, two, the newcomer foundations. I've been with Highlands for a little over two year. Before

that I was 36 years in the public school system teaching.

I love kids, but I was done. I -- I like the adults now. I can talk to adults. Anyway, it has really opened my eyes being in the classroom with -- with them, yes, hearing their stories, hearing their struggles, everything that they have to learn.

Yes, I do teach them English, but I also teach them the daily knowledge and life skills that they need here in this country, especially for ethnic groups like the Afghans. Their culture is one hundred percent different from hours. And the other countries that people -- that immigrants come from, there are so many differences, and there is no one to teach them. That's the problem.

They don't have the money to go to school. They don't have the resources that we as parents provide our kids. We teach them the English. They apply it. Right now the subject in my room is health and pharmacy. How do they read a medicine bottle? How do they call doctor? It's a very important role we play.

We did not -- the teachers and parents and staff did not cause the problems that Highlands had. The school -- the students did not cause the problem,

but they and all of us employees are paying for it. I'm with the other speaker who said much earlier tonight, go after the ones who actually committed the fraud. Go after them. They have the rubber stamp, not us. So please, do not revoke that charter.

Twin Rivers has -- they're just as deep in it as we are. At least we're trying to change. And this new administration -- I've worked with a lot of administrations over the years. This is one heck of a good one, and they work very hard, because their goal is the students. Please keep our charter. Thank you.

MR. KAST: And we have no more public speaker cards on that item.

MS. SABENIANO: Thank you. I will -- now the public hearing will close at 9:33 p.m. I'll turn it back to the board for any questions or comments. You can start off -- I just -- first of all, I just want to say thank you to all the speakers over here. I know it's late. It's after work, after hours, so just really appreciate you for taking the time to come here and to share your thoughts with us.

Maybe to our counsel and -- maybe can you speak a little bit? I have a question about -- on the record came up a couple times of what the record is, and I was hoping that maybe you can just kind of

clarify that for us, or me, I guess.

MS. STINSON: Yes. The record is the appeal record that was submitted. As you know, there were about 16,000 documents, so that is the record. You look at the entire record as a whole deter- -- to determine whether the substantial evidence to support the revocation or not substantial evidence.

MS. SABENIANO: But --

MS. STINSON: Was that -- was that helpful? If not I could --

MS. SABENIANO: Yeah. I think maybe just -- sorry. Oh, a little -- just a little bit more information on -- so there was -- we have the date, right, in the presentation that you gave us and what the district spoke about. Sorry, let me find it. Oh yes, yes.

The September 26th date and then we have a November fourth. And it sounds like there was some information from the charter school representatives that spoke about an additional record and the change of when that record is. So maybe can you speak a little bit to that?

MS. STINSON: Yes. So I -- I wasn't quite clear if -- if they were referring to the record was the hearings before the -- before the Twin Rivers

School District board. That would certainly be part of the record. So the record includes all of the evidence that would have been submitted as part of this appeals. And you look at the entire record, not just one piece of it.

So for example, the record would be the notice of violations. The -- the board agendas, the board minutes, the board recordings I believe were included in part of it. There was the Notice of Intent to Revoke. The resolutions, that look at the entire record not just one piece of the record. And so, I think there might have been a reference to the board hearings. That's one piece of the record. It's not the entire record.

MS. SABENIANO: Okay.

MS. STINSON: Is -- was that --

MS. SABENIANO: Yes.

MS. STINSON: -- I mean -- and again, I'm happy to add to that if --

MS. SABENIANO: No it's okay.

MS. STINSON: -- that will clarify it.

MS. SABENIANO: Thank you. No thank you.

MS. STINSON: Okay.

MS. SABENIANO: Thank you. Let's see, Tracy Caigoy.

MS. CAIGOY: I also echo -- echo the sentiment of our -- our president. Thank you to all the speakers on both sides who came out tonight. It's late night and -- so thank you for your comments. I -- I do too have a question, Tracy, about tonight from Twin Rivers. A new set of evidence was essentially submitted.

The presentation that was presented at the January 27th meeting from the same staff stated that all the findings had been -- had been rectified, right. And so, I guess the question is here not taking into consideration the feelings and emotions here, but actually what it is that our job is here on the board and looking at what Ed code is. And I'm reading Ed code right now.

The County Board of Education may reverse the revocation decision if the County Board of Education determines that findings made by the chartering authority under Subdivision H are not supported by substantial evidence.

If I go to Subdivision or -- yeah -- if I go to H, it says, the chartering authority shall not revoke a charter unless it makes written factual findings supported by substantial evidence specific to the charter school that supports its findings.

And so, I guess it's just a question right now of which presentation do we go off of, because the presentation that was provided by staff on January 27 was what was entered into record.

This presentation that we got this evening is essentially provided to us after the revocation vote and after Resolution 1612 and 1613 were adopted. And so, I guess I'm just trying to clar- -- get clarification as to going back to that question of what is record, are we stopping -- in this situation here tonight -- are we stopping at January 30th when Resolution 1613 and 1612 were --

MS. STINSON: So what you --

MS. CAIGOY: -- adopted.

MS. STINSON: -- so the findings that you're looking at are the Twin Rivers School Districts Resolution, and the Twin Rivers School Districts Resolution that is the decision by the board. The Twin Rivers School Districts Resolution, that is the resolution that incorporated the Notice of Violation and Notice of Intent to Revoke as the findings. It did not incorporate the staff's report as the findings. That was the -- I mean, the staff's report I think you're referring to is the January 27.

There was a staff report expressing that the

staff was satisfied or that they believe that the remedies were sufficient. That was the staff's recommendations, and then the board, of course, has a right to look at the record and its own and decide whether it believes that the -- that the -- the remedies were sufficient for the violations.

MS. CAIGOY: Okay. So then, I guess my second question is going back to what Ed Code states it says the chartering authorities shall not revoke a charter unless it makes written factual findings supported by substantial evidence.

When I look at Resolution 1612 and 1613 adopted by Twin Rivers Board on January 30th, it states, the board adopts the facts and findings contained the Notice of Intent to Revoke and it exhibits as initially set forth in the Notice of Violation or NOV. I guess my question is, this is not going back to Ed Code again, written factual findings supor- -- supported by substantial evidence.

And so, the way I am reading this, and so that's why I'm asking you if I'm misreading this, is that Twin Rivers had an obligation at the time of the adoption of these resolu- -- of revocation, which was on January 27th, to provide written -- written factual findings suspo- -- supported by substantial evidence

referencing to a Notice of Violation that had multiple violations listed after the school had sent in substantial evidence clearing those violations, as also indicated in the staff report on January 27th.

I guess I am wondering is that same referencing to Notice of Violation the intent of the law was for the -- for the school to know why they were being closed. Right? I -- I just want to clarify.

MS. STINSON: Yes. So the -- the resolution is in writing. It adopts the written -- it -- it adopts the exhibits in the Notice of Violation and it also adopts the Notice of Intent to Revoke, and the Notice of Intent to Revoke explained a note of each of their -- each of the violations and each of the remedies that had been proposed as of September 26 or thereafter.

It was -- it was those remedies that I guess had been instituted as of November 4th. So what the resolution did, is it adopted the -- the Notice of Intent to Revoke as its finding. So I think -- I guess it was in writing. It was their findings. I guess the question is whether the board believes that that included substantial evidence.

MS. CAIGOY: So they do not have to write out the reasonings that they felt were not met?

MS. STINSON: The statutes is -- unfort- -- here is the problem with statutes, this is why people hire lawyers and whatnot, because if everything was black and white you wouldn't need lawyers, and so it's -- it doesn't specifically say you have to do it this way. It says you have to adopt written findings supported by substantial evidence. It doesn't say how you have to do that.

It's clear it has to be in writing, it's clear they have to be supported by substantial evidence, but it doesn't say you have to specify this, this and this. It doesn't give very prescriptive -- so again, that's going to be for the board to decide whether that's sufficient, but it doesn't -- it doesn't specify exactly how they have to do it.

MS. CAIGOY: So when looking at ED Code I -- I guess I'm -- I'm just wondering if really is the intent that the legislatures had made when they created this Ed Code, was it just to shut down schools. Right? And I -- I would say no. But when we talk about due process and we talk about what is the charter schools right in this situation, I am looking at these resolutions and it doesn't state substantial evidence of the findings as to why the board revoke the charter.

MS. STINSON: What it does is it incorporate the Notice of Intent to Revoke, and the Notice of Intent to Revoke was the document that went through each of the violations and explained why or what they -- why or what -- why or why not the district and the district board believe that they have in remedy. And so, that's what -- that's what it incorporated.

MS. CAIGOY: And so, then going back to what is considered the record it is all of the documents that I had written, right? The state audit report and notice of violations from June, the staff report, our staff report, the minutes, the agendas, the resolutions.

MS. STINSON: You look at every- --

MS. CAIGOY: That's everything, right?

MS. STINSON: -- you look at -- you look at the entire record.

MS. CAIGOY: Okay. Okay.

MS. STINSON: Yeah.

MS. CAIGOY: Thank you.

MS. SABENIANO: Oh, I'm going to go to Trustee Brown. I see him waving at me.

MR. BROWN: Thank you. Thank you. Thank you. I have one question. And that is, can we hear from Gerald Steinberg or Jo- -- Johnathan Raymond about the

November 4th ruling as a district and how that happens? And also, we have new leadership, a new leadership team.

And the prior leadership failed to remedy the alleged violations. But how many violations have occurred under the new leadership that has met district staff's evaluation. And if you could sort of clarify the November 4th as a part of the record how the staff decided to -- to remedy the situation.

MR. STEINBERG: Thank you very much, Trustee Brown. I'll share the mic with Jonathan Raymond. Of course, been in the middle of all this per se I do want to respond to -- [inaudible] counsel said if -- at least to where I understood it, that it's not enough for the Twin Rivers board to simply say what they -- what they think based upon November 4th -- pre November 4th set of facts in the record.

The law is real clear. I'm going to read it. Implicit in this statute is a requirement that the agency, which renders the challenge decision must set forth findings to bridge the analytic gap between the raw evidence and the ultimate decision or order.

That -- that means you have to actually explain. You need to say why you're seeking to overturn your staff recommendation, why you're not

considering the post September 27th evidence, why you're not considering the cure.

They did none of that. As Counsel said, however, the record includes and in fact is dominated with one specific set of factual set of findings, and that is the Twin Rivers staff findings that Highlands actually came into compliance. That's the record. That's the analytics, and that's the analytic gab that you need to look at.

Now, as to November 4th, this is the core of the issue. On November 4th the board issued a Notice of Intent to Revoke. They are right, and it was probably actually the right thing to do. I'll editorialize. Because they put Highlands on notice that you need the cure.

Now, I cited to one of the trustees who -- four trustees gave that direction, and one of them, Baker, actually made the motion to -- to have the board issue the Notice to Intent to Revoke, which meant what they were saying was you're on notice on warning, but we're going to give you 60 days.

And then, the staff, of course, follows up on December the 3rd. They not only say we want to -- we want you to work with us, but they actually come close to using the term record, record, which is what

this is about, what Trustee asked about.

She says that -- Sheri Wertha [ph] from Twin Rivers -- "We are working to remain as flexible as possible regarding how your school submits evidence in response ot the identified violations." In other word, the board, and then the staff said, "We want to create a complete record that includes whether or not you have cured."

That's the only substantial evidence by the way, that exists on anything. Because on the 27th of January when the board actually makes the decision to revoke, they don't even discuss any of that. They go back and refer to November 4th and the pre November 4th. This is a clear abusive discretion. There is no substantial evidence, because they were deliberately inconsistent. And in terms of the presentation by the way from the find attorneys from Twin River, what I really heard was an effort tonight to invent this new record before you tonight. Right? But none of that was on the record when they actually made their decision and the board ruled, and that's the fundamental process and due process problems here. Jonathan.

MR. RAYMOND: Jonathan. Yeah. I just -- I want to address Trustee Brown's question about what

we've been doing to cure. Well, first of all, you know, we work our tails off, you know, to cure with a skeleton team. And I want to give you just an example.

Twin Rivers knew for several years that Highlands was operating as a high school even though the -- the charter for Highlands required it to be really first grade, second grade, and 12. And so, they asked for a material revision, which is in essence a new education plan. You know, they asked for that when -- when I started. They asked for it June. I started in July. I didn't even have a chief academic office, who didn't start until August.

Nonetheless, we put a very detailed education plan as to how we would do this. We worked closely with them. So then -- then come December the -- the Twin Rivers team said, "You know what, it's -- it's -- it's too detailed for us, and we don't want to spend our winter break going -- going through it, so you need another plan." So we did. We came up with a plan to go back to being in compliance with the original charter.

So while they were on winter break, my team -- my team worked the whole Christmas break, they worked New Year's, they worked the weekend, so that when our students came back to school in January there

was a first and a second grade, we call foundations. And that program today silver lining is, we've enrolled over 800 students in this program since January, since January.

We're probably the only charter school in California that's seen that dramatic growth, but that's just one example of what we did to be able to cure. We have exited leases. Now, my predecessors, they entered into long-term monthly year leases. Hard things to get out of, but my team has worked tirelessly to get out of these leases, to try the surplus vehicles.

And the public dollars, I don't have police powers, but you know that Hawaii trip that got -- that got referenced, we sent everyone who went on that a -- a demand letter, pay us back. And then, you know what we did, we took them to small claims court, the only policing power we could do.

So everything we have -- we have done to try to cure, we have cured, and that was the recommendation of the staff. And I even have conversations with Superintendent Martinez. He says, "You don't even have to have it all cured, you just need a plan to show us how you're going to cure." So we had plans, and we had also cures.

MR. KEEFER: I have a question --

MS. SABENIANO: Okay. Thank you.

MR. KEEFER: -- for chair.

MS. SABENIANO: Do you have any other questions [inaudible]?

MR. KEEFER: Yeah. I have a question for Jonathan Raymond?

MS. SABENIANO: Just want to make sure, Trustee Brown, do you have any other questions? No?

MR. BROWN: You know, basically, I just wanted to make a statement, not really a question. That is -- actually, all that is critical to know why did this big staff recommended that the board decline to revoke the charters based on staff findings? That the charter school has successfully refuted and remedy all violations at the conclusion of the remedy, period. And that's the only statement I would like to make at this time. Thank you.

MS. SABENIANO: Okay. Okay. Thank you. Go ahead.

MR. KEEFER: Yeah, I have a question for Mr. Raymond. I have a question for Mr. Raymond. So, Mr. Raymond, when you were hired or when you were preparing to be hired, when -- when was the notice to cure for the missing audit, when did you become aware

of that?

MR. RAYMOND: That was in the original Notice of Violations that were issued by the Twin Rivers in -- in June. So, you know, when I came in shortly, you know, as -- as part of my honeymoon, there -- there were -- there was none. You know, we -- we had to at the time -- I want to explain the context here -- we had a preliminary clean audit from IBailey [ph] back in the spring.

And the state audit comes out at the end of June, and IBailey posed the audit saying they have to take another look at it. Well, that another look at it was months, months and months and months. We had to finally send them a -- a legal letter threatening to -- to bring legal action in order to get the audit from them. So we finally get the audit months and months later.

And yes, Twin Rivers kept asking for it. And we eventually got it, and they disclaimed on -- on that. They said that with the state auditor's finding of $180 million they could not make a determination. But that's the audit that -- and once we accepted that we gave it to Twin Rivers and that cured their Notice of Violation.

MR. KEEFER: So the -- in my documentation

it says the notice was sent from Twin Rivers on April 24th, and you being a superintendent how important is having an audit and actually running a business?

MR. RAYMOND: Well, of course, it's very important to -- to have an audit. And, you know, if we can't get an audit finalized from an auditor, all we can do is continue to ask, continue to ask, and -- and, you know, luckily we have a -- a new audit firm who is going back and is doing the au- -- the audit for '24, '25, and we'll do the '25, '26 audit.

But, you know, I- -- Bailey, we asked them, asked them asked. You know -- you know, we couldn't get something that they wouldn't give us. They finally gave it to us, but I was -- to answer your question, I was made aware of it when I started in July.

MR. KEEFER: What was your communication with the board with -- with staff and the board of Twin Rivers regarding the audit? How did you personally invest time into seeking a cure for that?

MR. RAYMOND: Well, again, I was working with our CBO at time, working with our general co- -- counsel to do everything we could to get the audit from IBailey. In fact, that's when we had to draft a letter, you know, threatening to -- to move into legal action until we got the audit.

And in conversations with staff at Twin Rivers we -- we said, "We're doing everything we can," and they understood that. They -- they understood it, and which is why when we eventually got the audit before January 2nd, the deadline that they gave us, they -- they checked that off as having been remedied.

MR. KEEFER: Okay. Thank you.

MR. RAYMOND: You're welcome.

MS. SABENIANO: Any other questions or comments? Yes, Trustee Fong.

MR. FONG: Yeah. I wanted to thank all of the -- the parents and students and the staff that came here and gave their information on why the charter should stay alive.

But I do want to give Twin Rivers a chance to respond to Mayor Steinberg and Jonathan Raymond's comments about what they said just now on the questions. So if -- if you could, you know, you can give your response and put that on the record.

MR. SCHUETZ: Thank you. And just going back to an original question earlier, the resolution was adopted by the board did -- was based on substantial evidence on the record. The findings were made in the Notice of Intent to Revoke by staff, which the board adopted at that time.

And there is no obligation for the board to consider any remedial actions past that point, but they -- they did, and they considered they were sufficient, that's reflected in the resolution findings.

I -- I do -- and I believe general counsel in their staff analysis concurs with that. As education code and regulations include no requirement to allow remedies after the close of the remedy period, the county board may properly find that the district board have the discretion to allow the charter school to remedy its violations after the September 26 -- 25th deadline, but was not required to do so.

While district staff recommended accepting the post deadline remedies, the district board was not required to accept that rec- -- recommendation. So our -- our position is there was no obligation. There was substantial evidence -- evidence in the record as reflected in the -- at the time of the notice of intent to revoke, which the board adopted as its findings in support of revocation.

And substantial evidence, as mentioned a few times tonight, as a -- as a deferential standard. And even so your -- your existing policy, SCOE's own board

policy 2400 cites -- cited by Highlands and us in our response to their appeal, substantial evidence with [inaudible] code 477605 -- 7 -- shall be evidence that demonstrates that a violation was material, supports revocation -- revocation when viewed as a whole in light of all relevant evidence -- information, demonstrates that the violation actually occurred, and was not cured by the charter school during the reasonable opportunity to remedy the violation.

So that's reflected itself in your policy which we believe actually supports furthermore that substantial evidence was found.

MR. DIGIULIO: I'd like to add too, there's been a lot of mention about current management, not old management. We understand that. And -- and it's not -- this isn't a determination based on who's in management and what certain management teams did. Education code requires you to make a determination based on the schools. So we have to consider evidence for the school as a whole.

MR. FONG: I have a question to our attorney. You know, if there was conflicting evidence provided by, you know, the people that want to keep the charter, do we have to by law resolve that in favor of Twin Rivers?

MS. STINSON: If -- what the court cases say is that there is conflicting evidence, then you resolve it in favor of the lower tribunal's decision that would be in favor of the district's decision.

MR. FONG: Okay. And in the findings, if the determination of substantial evidence supports the findings, even though they didn't write out each particular one, each specific violation in the resolution that they make reference to their notice of intent to revoke, is that good enough to say that there was substantial evidence in support of the findings?

MS. STINSON: Well the -- the notice of intent to revoke included a very extensive writeup of the violations and the -- and the -- and what the -- the district and the district board believed had not been remedied.

And I think as -- as Mayor Steinberg referenced that you do have to have findings that bridge the analytic gap between what the evidence is and the ultimate decision or order. I think the notice of intent to revoke was as -- was an attempt to do that.

Now there's of course the issue of did the district have to accept remedies after the September

26 deadline. I think if it didn't have to, it's very clear there's substantial evidence in the record. If it did have to or somehow gave -- if -- if the board were to find that somehow there was some requirement that it accept evidence after that, then you'd have to look at more.

I would say just so that the board knows it's there, in the notice of intent to revoke, there was language that was put there about for example the -- the San Diego condominium, that although it acknowledged that the district or that the charter schools had tried to mitigate the extent it could, that because the past monies had been expended and were not used on students, that money may never be recovered.

And same thing with the Maryland property, that it was -- we understand -- in other words what the district did is they acknowledged that -- that -- that the charter schools had done as much as they could. But they also acknowledged that it may never be resolved because the -- the public funds weren't actually retrieved. And that -- that was public funds that was used.

So those are things -- I just set that out there so you know that that's in the notice of intent

to revoke. But again it's for this board to decide whether it feels that that's substantial evidence or not.

MR. FONG: So I -- I have another question related to -- even though it was alleged that the deadlines were -- for carrying the violations were, quote, described as arbitrary.

And the decisions that were made by the board members who wanted to give them 60 days more notice and extend their ability to provide evidence after the original deadline. Was it -- if that was -- can that be construed as abuse of discretion.

So like the -- the -- the reasons why we would overturn what the -- yeah, we -- we felt that there was abuse dis- -- of discretion and things were done arbitrarily. Now were -- were any of those instances where the deadlines that was set was arbitrary because there was no staff around to respond to Twin Rivers?

MS. STINSON: I -- I --

MR. FONG: And that, you know, four board members wanted to give them more time, but they -- they may have -- they -- they appeared to have said they wanted to give them more time. And the staff worked with them the day they had more time. And they

produced setting a document saying that they remedy all of the violations.

But the board decided not to take that and staff recommendations. And wanted to use the -- the original notice of -- of revocation back in September and use that. Now is that an abuse of discretion?

MS. STINSON: So I think -- I think the abuse of discretion and whether it's arbitrary or capricious really goes to whether there's substantial evidence or not. Something is arbitrary and capricious if there's no evidence to support your action. If you -- if you don't have evidence in your record to support the decision you made, then you're making an arbitrary and capricious decision.

So it really goes to that. To me -- the issue of whether the district had to give additional time or not, that's a separate issue. That's an issue I think that's before this board, right.

The -- the statute doesn't say you have to give more than the remedy period. But that doesn't mean the board couldn't give more than the -- the remedy -- the board always has a right to give more time if they want. But I don't think the statute requires them to.

MR. FONG: Okay. Thank you. And I just

wanted to say that all of the people who came and -- and spoke about wanting to be American citizens, wanting to learn English, wanted to have the opportunity to become part of the American society by going to an adult education program that provides that for them, I am all in favor of doing this for you.

It's just that companies and corporations are people. And even though the peop- -- the management has changed, the corporation violated a lot of things. And there were admissions to those violations. And for me to try to say that I'm going to overlook that and give them a second chance, I'm not the judge on this.

I have to go with what's in the law and what was done by the corporation regardless of the past management and the -- and the current management. You know, I -- I just kind of feel that that is the case here in -- in terms of what we're looking at. And I wish there was a way to provide an adult education program in Twin Rivers. So --

[talking over each other]

MR. FONG: So they -- the staff at Twin Rivers, you know, I hope you would find a way to provide for all of the people that -- the 4,000 people that want an adult education program and do it for

them.

But in the case of this, I will not be supporting, you know, giving them a second chance. That's not what we're here for. We're here to apply the law to the situation.

MS. SABENIANO: Trustee Lef- -- sorry, Trustee Caigoy is first. And then Trustee Lefkovitz. Go ahead.

MS. CAIGOY: Oh, okay. Thank you. I'm sorry, all the attorneys sat down and I have a question for the attorneys. Okay. In regards to November 4th, I guess this is in -- this is regarding process. And so I read the transcripts. I watched the recordings. I even read the minutes and every single documentation that you guys sent to me.

And so I'm looking at-- I'm -- I'm think -- I'm -- the recording, going off of the recording now, the actual what happened in the November 4th meeting. And several of the trustees had asked about time, and what clarification on timeline, and clarification of the timeline of to re- -- when to remedy.

And then they were responded to by their own staff and attorneys, right. I'm -- I'm asking. That's -- okay. That's -- well --

MR. RAYMOND: [inaudible] I assume so.

MS. CAIGOY: Okay. All right. Fine. So, yes, I did watch the video. Thank you. And so anyways, staff and attorney, legal counsel, answered the questions that were brought up by multiple trustees around the timeline. Then after they got that clarification, there were no other questions. Then they voted to continue on with the revocation process.

On December 3rd, Twin Rivers emailed the school saying, hey, your new deadline is January 2nd. Schools don't communicate with the board. We authorize for charter schools. And they do not communicate with us.

So I guess my question is, if the district is communicating to the school, saying their new deadline is this, and what took place in the November 4th meeting with multiple trustees, verifying that they were going to indeed get additional time to remedy, and then they took action to continue on with the revocation process, I -- I -- I guess I'm -- I'm wondering, does that mean that -- I mean because I keep on hearing they don't have to, they don't have to take that into consideration.

However is that truly giving the school due process if the board, one, clarified the timeline, received responses from their own legal counsel and

staff, that they indeed were provided more time and they were going to be given more time. It is in written record and response from the district saying that they indeed have more time.

So I -- I'm wondering, is that completely fair to say the -- to -- from the board's perspective, we're going to just throw out all evidence that's submitted by that new deadline that was established. I -- I -- I'm trying to figure out what did -- what's the -- is there an assumption or, you know, if I were the school, I would think if the board -- my authorizer is communicating with me, that is record.

I don't communicate with our charter schools. So I -- I -- I just need some clarification -- someone.

MR. RAYMOND: So thank you for that question, Trustee Caigoy. One of the things I wanted to point out to you is that there's actually a Title V regulation that we think is applicable to exactly this scenario that you're asking about right now.

And it's 11968.5.4B3. And it says, you, the County Board of Education, shall also consider whether an alleged procedural deficiency negatively impacted the charter school's ability to refute or remedy the alleged violation.

Again, the -- the County Board of Education shall also consider whether an alleged procedural deficiency negatively impacted the charter school's ability to refute or remedy the alleged violation.

And we believe that that's exactly the situation here. Because the district did in fact, as you noted on the record, we had a majority of the board say there would be more time.

There was an official communication from the district. That's just one communication, by the way, from the district. There were also in person meetings --

MS. CAIGOY: December 8th, right?

MR. RAYMOND: And there were -- and there were -- and they were -- so there were a variety of conversations going back and forth between the district staff and the charter school staff. That email that you referenced just being one of those communications indicating, you know, some ongoing collaboration, right, relative to expanding the record.

And so -- and so it did impact directly the charter school's ability. Because had the charter school known that it would not be afforded any additional time, the charter school maybe could have

done some different things. It would have had options to do different things.

So for example, right, you know, it could have bought out the lease in San Diego and Marysville sooner. It could have done it. Why didn't it do that? Why did it instead submit a plan to do that?

It did that because it was trying to be cognizant of using additional taxpayer dollars to buy out a lease that it hoped it could find a subtenant for. And thus try to preserve as much of the taxpayer dollars as possible.

This management team didn't enter into that lease. It was trying to do its best to extricate the school from that situation without incurring any additional liability that wasn't necessary. So that's why for example it submitted a plan.

Now again, the district had said submitting a plan would be good. That would be sufficient as long as they thought that plan was, you know, cognizable, that it was reasonable, that that could be an effective answer. And in fact the Title 5 regulations also address that issue and allows specifically for a plan to be submitted.

And so that's why the school chose to take that particular course. And so the district now

attempted to argue that all of what its trustees said, what its legal counsel said on the record, what staff said on the record, should all be disregarded and all of that process should be disregarded, right.

It is creating a -- a due process issue for the charter school. And it is also creating a detrimental reliance issue. The school detrimentally relied on that commitment and that promise that it had additional time.

MS. CAIGOY: Thank you for that. And I guess I do have an additional question. And anyone can answer that, so come on up, come on up. Based on the report that you all provided this evening, Twin Rivers, since these were not presented in January, I -- I guess the question is, you guys could -- you guys could essentially start the revocation process over tomorrow; correct? And then note all of these findings that you noted this evening.

MR. SCHUETZ: And those aren't new -- are new findings. They're a reflection of their status leading up to the notice of intent to revoke. And then reflecting some of the failures of their remedial action plan since, in between that revenue period ended until the actual decision board meeting.

So there was a period of things -- so just

backing up, the -- the regulation and statutes provide by nature additional time. Doesn't mean the board had to consider actions taken past that remedy period expiration date in their final decision. So we have the notice of intent to revoke and the regulation has public hearing and then another set date before actual decision to revoke must occur.

So while there -- yes, there were actions taken during that period, the board concluded and even, you know, staff recognized, and even to this date we have things that have not been addressed sufficiently including locations that are being operated out of compliance with their MOU. We really don't know where they're operating.

They had a policy that we've recognized in our -- in our presentation tonight where they -- it was part of their plan submitted to address their fiscal mismanagement issues. And they're not even following that policy. They're bypassing it, which raises serious concerns about that continued violation.

But I want to get back, you know, really to -- and -- and the procedural errors argument that was raised, that was addressed by general counsel, county office in their analysis, that there was nothing to

that. I mean we're hearing some new arguments tonight that were not reflected earlier in the notice of appeal.

But I want to get the board, you know, back hopefully to the -- the central question here which is not was progressed made or -- or could the -- a different decision have been made. It's whether the substantial evidence in the record support the district's findings.

And the district's board's resolution not only adopted the findings that were represented by staff in that notice of intent to revoke, but -- and found that substantial evidence demonstrates that the violations initially identified in that notice of intent to revoke. And that even though they didn't need to, the violations set forth in that notice of intent to revoke have not been sufficiently remedied by each charter.

And attempts to further corrective actions taken by the charter, although considered by the board, failed to sufficiently remedy the violations identified in the notice of violation and substantiated in those and intent to revoke, and/or promised unsubstantiated, unreliable future performance, and resulting uncertainty regarding

future compliance.

That was in the board's decision, discretion to make. And despite recommendations from staff it was ultimately the board's decision. And they -- they did adopt that.

MS. CAIGOY: Yeah. So my question was regarding the November 4th meeting and the communication that came from the board.

MR. SCHUETZ: No. There was no -- I don't think there's any communication from the board -- [talking over each other]

MS. CAIGOY: There was -- so when I say communication, so communication could be multiple things, right --

MR. SCHUETZ: Okay --

MS. CAIGOY: -- it could be comments, it could be statements --

MR. SCHUETZ: Okay --

MS. CAIGOY: And so there were questions as to the timeline. I'm not sure if it was you or if it was you who answered the board's question around the extension of time.

MR. SCHUETZ: And I --

MS. CAIGOY: And --

MR. SCHUETZ: I -- if I may, I think that's

-- it was addressing the fact that the -- the process, the regulatory process has additional time built into it just by virtue of the process playing out. You have the decision issue [inaudible] intent to revoke. And if you look back at our timeline, you had a public hearing on December 2nd.

And then the final decision determination meeting wasn't until the -- the 30th. We had one on the 29th, which the board did not accept the district's recomm- -- the staff's recommendation. And they came back on the 30th and adopted the resolutions in support of the denial determination. So I don't know how -- what -- how that -- that may have been taken out of context along those lines, where the -- the process has time built into it by virtue where they could have taken actions to remedy it.

MS. CAIGOY: Time that was on record that they were going to have additional time. And so -- but there's communications from your district to the school from your staff. There was an email on December 3rd. And then there was a in person meeting on December 8th.

MR. SCHUETZ: Yeah.

MS. CAIGOY: To -- they met in person on December 8th. And they discussed this timeline. And

the school was told that the new date to remedy was January 2nd. And you're telling -- and you're saying that that is not -- they don't have to take that into consideration? But it came from your district.

MR. SCHUETZ: And the board, you know, did -- did consider staff's recommendation and disagreed.

MS. CAIGOY: Okay.

MR. SCHUETZ: And that was within their discretion to do.

MS. CAIGOY: Got it. Thank you.

MS. SABENIANO: Okay. We're going to pause just for one second to take a vote to allow us to go past 10:30. Since we're close to that time. Is there -- is there a motion to extend the meeting?

[talking over each other]

MS. SABENIANO: Okay. Is there a motion to waive the four hour board meeting limit and extend the board meeting until the completion of our agendized business.

MS. CAIGOY: So moved.

MS. SABENIANO: Okay.

MR. FONG: Second.

MS. SABENIANO: Is there a second? Trustee Caigoy moved. And second by Trustee Fong. Any discussion? All those -- or roll call vote for that,

please.

CLERK: On the motion to -- to extend the meeting, Trustee Lefkovitz?

MS. LEFKOVITZ: Yes.

CLERK: Vice President Keefer?

MR. KEEFER: Yes.

CLERK: Trustee Fong?

MR. FONG: Yes.

CLERK: Trustee Davis?

MS. DAVIS: Yes.

CLERK: Trustee Caigoy?

MS. CAIGOY: Yes.

CLERK: Trustee Brown?

MR. BROWN: Yes.

CLERK: County Board Member Dunbar?

MS. DUNBAR: Yes.

CLERK: President Corona Sabeniano?

MS. SABENIANO: Yes.

CLERK: Unanimous vote.

MS. SABENIANO: Okay. Thank you. And now we're going to go to Trustee Lefkovitz.

MS. CAIGOY: Oh, I wasn't done.

MS. SABENIANO: Oh, you were not done? Okay, sorry. Go ahead.

MS. CAIGOY: Okay. Thank you. Okay. So going

to the definition of substantial evidence test, what's in our -- what's in our report. That has -- that came from a case that had nothing to do with a revocation. That was a -- that was a denial. That was a petition that came before the district that was denied and then appealed.

And so I'm wondering why we're using the substantial evidence test from something that has nothing to do with this case.

MS. STINSON: Because the courts define substantial evidence in a number of different contexts. They define it in administrative processes. And so there are cases where they've done it in the context of charters. There -- I think there's a case cited in our staff report that has to do with a revocation. There's also one that has to do with a denial.

But the substantial evidence is defined by the California courts and courts of appeal in a number of different contexts. And it's basic -- it's -- it -- they -- that's how they define substantial evidence. And it doesn't have to specifically be a revocation. Substantial evidence is a legal standard.

MS. CAIGOY: Got it. Okay. And I, you know, thank you for that, Tracy. Appreciate it. And thank

you to both attorneys. Appreciate you both answering these questions. The question tonight is not regarding the $180 million that's in question. That's -- that's not what was in the notice of violation.

I just, you know -- and I agree with the sentiments that were said. It is egregious. It is disgusting. It was a misuse of public funds. And that was done by the prior leadership. I heard tonight that current leadership is in pending litigation with the prior leaders to recuperate some of the taxpayers' lost dollars.

And my question is, if the school were to close, what happens to pending litigation and current talks that are happening with the state regarding the recoupera- -- recouperation of that 180 million lost?

MR. SIMMONS: So if -- if the board does not act to reverse the revocation, then at this time the school is not -- both schools are not receiving any state funding because of the revocations that took place. So as a result there is, you know, a very limited capacity, both to settle with the state if that is an option that ever comes on the table, right, or to repay the state if ultimately at the end of the audit appeal process it's found that the school does owe those dollars, okay?

And then in terms of litigation against others, obviously the school is -- has a very limited capacity to engage in that sort of endeavor particularly given, you know, that right now all the -- all they're operating on is reserves. So I'm not going to speak on behalf of the Highlands board about what their strategies may be around those things, right. But I think that's a fair answer to your question. I would say also that, you know, to the extent -- and I think Jonathan made this clear on the record at the district, as did I on behalf of the board -- that the current Highlands board and administration does not support some of the financial decisions that were made by prior management teams.

So I think to the extent that the district or the county office wanted to join us in any way and provide assistance or come alongside us, that could be incredibly helpful regardless of, you know, this issue. I hear the public and its desire for accountability. I -- I hear that. But I think we're doing all we can do by ourselves.

So if the county office or the district wants to join us in some regard in that, I think there'd be openness to conversations.

MS. CAIGOY: But the 180 was not mentioned

in the notice of violation. And right now we're supposed to be taking into account only the record, which is a notice of violation; correct?

MR. SIMMONS: That is correct.

MS. CAIGOY: Okay. Thank you.

MS. SABENIANO: Trustee Lefkovitz.

MS. LEFKOVITZ: I'm -- yeah, I'm still struggling a little bit with this extension and whether it was like -- I don't know if legal is the right word, but whether or not they actually had an extension by the board. I get the board didn't have to follow the staff.

But it's -- it's just confusing to me that it appears that the board -- that the board members were asking them or telling them they could submit more evidence. And then the staff sends them a letter saying you have until June -- January 2nd.

And I feel like that's a fundamental issue that if they actually had that time, and if we all agreed that that was allowed and expected, that that could -- that that would impact at least the board's consideration of evidence. So it's confusing to me that we -- we aren't coming to some consensus around that. It's just like you each decide whether you agree that's correct. Is -- is -- am I -- am I reading that

correct? It's up to each of us to decide whether we think that extension was required or --

MS. STINSON: I -- I think so because I don't think I would -- I would tell you that it was -- that it was. And I think -- I think you've heard testimony from both sides about whether it was and whether they thought it was granted. So I think -- so I think that's for you all --

MS. LEFKOVITZ: Okay.

MS. STINSON: -- to decide. Yeah.

MS. LEFKOVITZ: Okay. And then I just have two questions. One is, can the board only consider for revocation those things in the notice of violation? And if it's not in the notice of violation, then it sounds like they can't be considered. Is that a correct understanding --

MS. STINSON: The notice of violation was the basis upon which the school district started the revocation proceeding. So yes, that's correct because that's the notice they gave. Here's the violations and here's what we're asking you to correct, so that is correct.

MS. LEFKOVITZ: Okay. So then in reading -- and I know this document really isn't supposed to be considered because it was received on April 21st after

all of this -- after all the hearings. But the council sent us -- sent a letter to our board or to you that you shared about their I guess response to our staff report. And we got it. It was dated April 21st.

MS. STINSON: Yes. So what -- what I invited the parties to do is to submit written arguments. And I made it very clear it could not include new evidence. It -- I -- I was asked that it include citations to the record. But it was -- you have an opportunity if you'd like. You don't have to. But here's an invitation if you'd like to submit written arguments that are tied to the record and that new evidence would not be considered.

MS. LEFKOVITZ: Okay. Well I will say I had wished that that document had been read into the record on January 30th because it was actually helpful. And it did seem like contained a lot of information that was useful. But it did reference two things that I wondered if were in the record. And that was -- or were part of the notice of violation.

And that was an expectation that the leases would be -- the monies spent on the leases would be repaid. Like that wasn't any -- in any of the staff report, in any of the stuff that the staff outlined was in the notice of violation. So that one struck me

as odd that that was included in that letter that the board is relying on or is including in their -- one of their reasons for revoking.

And then the other one for me was the notice of violation just said that the audit report had to be submitted. It -- it spoke nothing to the -- whether the audit report was, you know, what was found in the audit report. So do we literally take that as it just has to be submitted versus what was in the con- -- inside the audit report and what its findings were.

MS. STINSON: I think it would be tied to whatever the notice of violation had asked for. I don't know if the district has more of a response to that than I would. But --

[talking over each other]

MS. LEFKOVITZ: Yeah. It just [inaudible] --

MS. STINSON: -- it should be tied to the notice of violation.

MS. LEFKOVITZ: It just said an audit should be submitted. It didn't say an audit that had a clear audit was to be submitted. Go on.

MR. DIGIULIO: Just to clarify, we wanted a valid audit, right, so one that met all the requirements of an audit. And so it didn't meet the requirements when an opinion wasn't expressed. Just

for clarification.

MS. LEFKOVITZ: But the word valid I don't think was included in the language.

MR. DIGIULIO: I understand. But there's an audit guide of what's required in an audit. So there are things -- I agree with you, there are things that weren't necessarily stated there that are required as part of law.

MS. LEFKOVITZ: Okay. Okay. And then you can stay there because I have another question. My question here is about curing. And I was wondering of the state law requires that the charter actually had to cure the problems or if they only had to see if reasonable plans and assurances because --

MR. SCHUETZ: I believe the standard is refute, remedy, or propose a plan that sufficiently remedies. Just subject to interpretation of what's a sufficient remedi- -- remedial action plan. And they -- they did submit part of their response to that notice of violation, a plan. But as was kind of outlined -- well first of all, initially it was determined that that notice of intent to revoke the [inaudible] plan was insufficient.

But they did other things along the way after that date. And -- and as you reflected in our

presentation tonight, which is based on the record, it's nothing -- that was not new information. Multiple attempts at these plans throughout then were still repeatedly insufficient during that time period.

So that -- that's the standard from the regulation. I just want to mention briefly too, anything in our response was based on what was submitted as part of the appeal record by -- by the charter schools. And I believe we cited even to the record where it was. So I'd have to look at that specific item you referenced. But it -- it should be in the record somewhere.

MS. LEFKOVITZ: Okay. Thanks.

MR. RAYMOND: May I [inaudible]

MS. LEFKOVITZ: Yeah. Is that all right? Okay.

MR. STEINBERG: Counsel is correct that Title 5 of the code of regulations does not require the charter school to remedy the -- the -- the problem or to cure the problem, as you said. It requires proposed remedial action by the charter school. Proposed remedial action. Which they did and then of course the Twin Rivers staff said it not only submitted a plan, they actually cured.

But then there's the County Board of

Education policy's definition of substantial evidence. And this is 2400 BP Section 2000. It says that definition of substantial evidence is if the violation, quote, was not cured by the charter school during its reasonable opportunity to remedy the violation. So then you go back to the facts of the case here. The board, Twin Rivers board, and the staff gave the school the opportunity to cure with the 60 day extension. And in fact the only evidence on the record again is with that additional 60 days, Highlands cured during its reasonable opportunity to remedy the violation. So it met that definition. It met the definition. And that's County Board of Education's definition, your board's definition of substantial evidence.

MS. LEFKOVITZ: Okay.

MR. KEEFER: I have a question on that.

MS. SABENIANO: You're next, Vice President Keefer.

MR. KEEFER: So I would ask Twin Rivers, was the audit cured now? Is it cured? Because I feel like I'm playing ping pong here. And --

MR. DIGIULIO: [inaudible]

MR. KEEFER: I mean --

MR. DIGIULIO: The entire part of an audit

is to have an opinion rested on the financials. They cannot issue an opinion. So to us we do not have a complete audit. So it was not cured --

[talking over each other]

MR. KEEFER: So it's not cured. Okay. Thank you.

[talking over each other]

MR. KEEFER: That's all. That's it. Yeah.

MS. SABENIANO: Trustee Davis.

MS. DAVIS: Okay. Good evening, everyone. We got to hear from all of you tonight. And that was really amazing. It isn't really the decision that we're making, but I very much enjoyed it. I appreciate the gentlemen who picks up the garbage cans and the garbages. I'm really excited for you that got your credential today for your single subject.

I want you to know, each and every one of you that spoke, like I really heard what each and every one of you had to say. And I want to explain a little bit on our behalf of what we do up here. And it's a weird thing.

My name's Heather Davis. And I am in my third term. I've been elected three times. I can't imagine coming up and speaking. English is my only language. And I can't imagine coming and doing what

you did. That was very brave. And it took a lot of courage. And as a board member, we're elected by the people of our districts and their voters. And that's what we are. I'm not a lawyer. I can promise you that. And so it gets complicated up here because they've just asked us, the voters have asked me to help with my board to make this decision and to figure it out. And it's a lot to navigate. I think we can all agree on that after this evening. And so I just want to speak to a couple of things as far as this decision goes. So whereas I understand what was brought before us for all of your plea, I want to speak to what I heard from both sides. Because some of it, in speaking to my board of colleagues, some of it is strange, right. Like why -- why like is Twin Rivers all of a sudden like so passionate now, when it was going on for a long time. Like where were they?

Like it's -- I mean it's not -- I don't mean that to be like -- I'm literally like -- I'm like sitting here just as a person, a voter, I'm mom. I'm wondering, what the heck was going on, number one. Number two, our board -- I -- I -- I don't want to speak on behalf of them, but I will anyway.

I feel that this next step of where we're going is that we want to be innovative, and we want to

be open, and we want to be making change. And I can't imagine why we would like try to get in the way of stopping that. I'm not really sure that I know like if -- if there -- if the, you know, if these students are being served. Because I think like that this school happens to be serving students that no one else is serving, as far as I can tell maybe.

So to me, I think -- I think education should be all those things moving forward, innovative. I'm not sure. It feels -- this feels a little political to me, which seems uncomfortable. As -- as somebody -- like so this is how I'm going to break it down for you and where I'm at, guys, is this.

First of all I do want to say that I think where this board is going and what we are looking for is people who are willing to say, you know what, seems like things are turning around, so let's see what can happen. And I think that's what we're looking for, for me.

So with that said, I want to say this, that what I heard is that the board authorized staff, which I would hope that our board -- I mean our staff would if we had a direction that they authorized them, is -- is my -- the way I see it. They authorized High- -- to give Highlands more time.

And I think of it like this. If I'm a mom, which I am, I have three children. I've raised three children. And if one of them -- they've made mistakes, they're not perfect. If they went out and they made a mistake and did some things -- and I told them, you have a timeline to turn things around.

And then I started to see some serious -- and I think everybody can follow me on this -- and I started to see some serious change. I do think it would be abusive discretion of me to then come back and completely say, no, that is not what we meant, that isn't it.

So for me, if I'm having to make that decision based on the arguments of what I've heard tonight, and what I have seen, and what's been written, that to me is kind of how I'm -- I'm looking at this. And -- and -- and that's -- that's what I was hearing. And that's kind of where my mindset is at. So just to lend that I think, you know, thanks guys for everybody being here to late and for doing this. And yeah.

MR. FONG: [inaudible]

MS. SABENIANO: Sure. Yes. Trustee Fong.

MR. FONG: Yeah. I -- I just wanted to kind of remind the board that our decision is not to

reweigh the evidence that was presented here. And our decision should be determined by the substantial evidence that supports the findings.

And the findings that were presented by the Twin Rivers, we -- there may have been some -- some -- some difficulties in terms of whether they gave them 60 days more time or not, or whether these students are being -- not being served by anybody else.

We need to look at what is the reasonable substantial evidence that a normal person would accept, that the evidence was there. So if you read the findings and the notice of revocation, all of those things are there. They were asked time and time and time over for many of these documents to -- to be given to them.

And it didn't come. And it didn't come on time. And even when it did come on time, there were shortcomings to it. So for us to try to reweigh the evidence, that's not what we're here for. We're here to just look at if they did the right things, they crossed their Ts, dot there is, and a document was presented to us with substantial evidence of their findings.

And that's what we're here for. Not -- not all this other stuff that was being brought up about,

you know, oh, things were looking good, we should give them another chance. It's not that. It's not my opinion or my individual opinion. It's the legal things that we should be doing here and make that decision based on that.

MS. SABENIANO: Trustee Brown.

MR. BROWN: I agree with Trustee Fong that we have to look at the record. And if we look at the record, it will tell us that the new leadership was not on board when all these demands were made of Highlands. Am I correct about that?

And so we have to take that into consideration along with what happened on November 4th, where four of the board members wanted to give more time. And that's a part of the record.

But we're here to talk about what a reasonable man would do or a reasonable woman would do based on the facts. And a reasonable person would definitely not take away the ability of Highlands to do their job.

MS. SABENIANO: Okay. I also have struggled with this, I think just hearing the comments here tonight. I -- I'm a daughter of immigrants. English learner myself. My parents are English learners.

So I definitely hear what you all are

sharing, the experience, and commend you for your passion for pursuing your education, for continuing even when things get difficult. And at the same time supporting your families and being there for your -- your families, your kids, and so forth. So just really want to commend you for that.

But I think for me, the evidence that we have, what -- for me what the record is, really is what was done, what the deadline was that September 26, what the Twin Rivers board gave. To me that was their deadline.

And if I had seen maybe more information provided between September 26 and November 4th, from the -- the charter, providing more information during that time to cure, rather than waiting till that meeting where the notice of revocation -- or the intent to revoke was approved, I think maybe I would weigh this a little bit differently, think a little bit differently about it.

But I don't see that in the record and the information that we have. And that was kind of my question when I asked our counsel earlier what our record was.

And I know Trustee Fong already read the piece about -- that we are required to look at what

the district did. And I looked back to see. And the district's final vote was 7-0. So to me that speaks volumes that that is what the board that is the original authori- -- authorizer was looking at.

So our role here is really not to say the quality is not what it is, you know, the program, the curriculum is not providing the education that students need, or if there is a role for -- for Highlands in Twin Rivers or any other district. I think our question is very, very clear. Is there substantial evidence to revoke the charter. And I do see that in -- in the record.

I think for me also like part of our role is being accountable to the public and -- and those public funds. And for those reasons I'm not going to be able to support reversing the decision of Twin Rivers today.

And Trustee Caigoy, you have a question.

MS. CAIGOY: Yeah. So I'm just going back to -- because I keep on hearing the September 26th date. And ed code clearly states that the chartering authority shall notify the charter school of any violations of this section and give the school a reasonable opportunity to remedy the violation.

And a reasonable person, because I keep on

hearing the definition of what is a reasonable person up here, but I can think of many ways of why that September 26th date was not reasonable. We just heard from the current charter school leader that he just came in after this notice of violation was issued.

Second, we heard that the board changed, the complete board, complete staff changed in August. School also started around that time. We have a room full of educators right now who know how busy that time of year is. Because the focus is supposed to be on the students.

I am not refuting that there have been bad choices, egregious disgusting choices. But that is not our job right now. Our job is to make sure that the board, the authorizing board, gave due process to the charter school. And that they followed ed code, that they followed law. Ed code is law.

And so I think that is also what our job is up here. And at this time that is what's before us, is that notice of violation that was issued and what they specify. If there was a detail that Twin Rivers meant to add in, they can start the process over tomorrow and add in those details. But the thought -- the -- to -- to say that we are taking out into account evidence that was not submitted at the time of the vote, ed

code clearly states that we are supposed to go off of the record from the notice of violation to the revocation vote. Nothing after. And so that's -- I just want to say that and I just want to put that on record.

MS. SABENIANO: Okay. Any other comments or does someone want to make a motion? Question. Go ahead.

MS. CAIGOY: So can you state -- I have four copies of the same resolution in my folder. So can you just state what the -- what the options are here.

MS. STINSON: Yes. There are two potential resolutions for each of the charter schools. For the -- pardon me. For the California Career and Innovative Career Academy there is resolution number 26-16A which affirms the Twin Rivers Unified School District Board of Trustees decision to revoke the CICA charter.

And then there's proposed resolution number 26-16B, reversing the Twin Rivers Unified School District Board of Trustees decision to revoke the CICA charter. So those are the two resolutions for the California Career and Innovative Academy. And there's also two similar resolutions for the Highlands Community Charter School.

MS. CAIGOY: So I have four copies of 26-

16A.

MS. STINSON: Well --

[talking over each other]

MS. CAIGOY: Thank you.

[talking over each other]

MS. CAIGOY: And are we supposed to be making a motion for two separate motions? Or can we make one? What -- what's the deal?

MS. STINSON: [inaudible] pardon me. These are two separate agenda items. We held the public hearings together. So there should be -- there should be -- you should take action on one charter school first and then take a -- take action on the other separate.

MS. CAIGOY: Okay.

MR. FONG: Okay. I would like to move resolution 26-16A, which is to affirm Twin Rivers' decision to revoke California Innovative Career Academy.

MS. SABENIANO: Is there a second?

MR. KEEFER: Second.

MS. SABENIANO: Any discussion? Will you please call the roll?

CLERK: On -- on the motion to approve resolution number 26-16A, Trustee Lefkovitz?

MS. LEFKOVITZ: No.

CLERK: Vice President Keefer?

MR. KEEFER: Yes.

CLERK: Trustee Fong?

MR. FONG: Yes.

CLERK: Trustee Davis?

MS. DAVIS: No.

CLERK: Trustee Caigoy?

MS. CAIGOY: No.

CLERK: Trustee Brown?

MR. BROWN: No.

CLERK: County Board Member Dunbar?

MS. DUNBAR: Abstain.

CLERK: President Corona Sabeniano?

MS. SABENIANO: Yes.

CLERK: Motion -- motion fails.

MS. SABENIANO: Is there another motion?

MS. DAVIS: I'll put forth the motion to approve the resolution reversing the Twin Rivers Unified School District Board of Trustees decision to revoke the Highlands Community Charter School. So resolution number 26-17B. Is that correct, Tracy? Did I say all that correctly?

MS. STINSON: 26- -- for the California Innovative Career Academy, it's 26-16B.

MS. DAVIS: Can I put that together -- all at -- like both of these at the same time or --

MS. STINSON: We should do one at a time -- [talking over each other]

MS. DAVIS: Do you want me to do it separate? Okay.

MS. STINSON: Yes.

MS. DAVIS: All right.

MS. SABENIANO: Is there a second?

MR. BROWN: Second.

MS. SABENIANO: Okay. Any discussion? Please call the roll.

CLERK: This is on the motion to reverse resolution number 26-17B.

MS. STINSON: 26-16B.

CLERK: 26-16B. Sorry. On the motion to reverse --

MS. STINSON: The California -- this is for the California Innovative Career Academy, 16B.

CLERK: Reverse resolution number 26-16B. Trustee Lefkovitz?

MS. LEFKOVITZ: Yes.

CLERK: Trustee Keefer?

MR. KEEFER: No.

CLERK: Trustee Fong?

MR. FONG: No.

CLERK: Trustee Davis?

MS. DAVIS: Yes.

CLERK: Trustee Caigoy?

MS. CAIGOY: Yes.

CLERK: Trustee Brown?

MR. BROWN: Yes.

CLERK: County Board Member Dunbar?

MS. DUNBAR: Abstain.

CLERK: President Corona Sabeniano?

MS. SABENIANO: No.

CLERK: Pass -- passes, 4-1 -- 4-3.

MS. SABENIANO: Okay. And then moving -- so now we'll move on to Highlands Community Charter School. Is there a motion?

MS. DAVIS: So moved.

MS. SABENIANO: Which one?

MS. DAVIS: The 17 -- 26-17B. Is that right now?

MS. SABENIANO: Yeah.

MS. DAVIS: Do you want me to read that? Okay. Resolution reversing the Twin Rivers Unified School District Board of Trustees decision to revoke the Highlands Community Charter School.

MS. SABENIANO: Is there a second?

MS. DAVIS: Is that all right?

MR. BROWN: Second.

MS. SABENIANO: Any discussion? Will you please call the roll?

CLERK: Reversing resolution number 25-17B, Trustee Lefkovitz?

MS. LEFKOVITZ: Yes.

CLERK: Trustee Keefer?

MR. KEEFER: No.

CLERK: Trustee Fong?

MR. FONG: No.

CLERK: Trustee Davis?

MS. DAVIS: Yes.

CLERK: Trustee Caigoy?

MS. CAIGOY: Yes.

CLERK: Trustee Brown?

MR. BROWN: Yes.

CLERK: County Board Member Dunbar?

MS. DUNBAR: Abstain.

CLERK: President Corona Sabeniano?

MS. SABENIANO: No.

CLERK: Vote is 4-3 in favor.

MS. SABENIANO: Okay. Well thank -- thanks again everyone for being here. And drive home safe.

I, Chris Naaden, a transcriber, hereby declare under penalty of perjury that to the best of my ability the above 162 pages contain a full, true and correct transcription of the tape-recording that I received regarding the event listed on the caption on page 1.

I further declare that I have no interest in the event of the action.

June 15, 2026
Chris Naaden

(SCOE Board Meeting Charter Revoke items 5-19-26)

SACRAMENTO COUNTY BOARD OF EDUCATION

Resolution Reversing the Twin Rivers Unified School District Board of Trustees' Decision to Revoke the California Innovative Career Academy

Resolution No. 26-16B

WHEREAS, on January 30, 2026, the Twin Rivers Unified School District's (District) Board of Trustees adopted a final resolution revoking the California Innovative Career Academy (CICA) charter, and on February 27, 2026, CICA submitted a timely charter revocation appeal to the Sacramento County Board of Education (County Board).

WHEREAS, CICA's charter revocation appeal was analyzed by the Sacramento County Office of Education (SCOE) under applicable legal standards and SCOE's Analysis was published on May 8, 2026, for review and consideration by CICA, the District, the public, and the County Board:

WHEREAS, on May 19, 2026, within 90 days of receiving CICA's charter revocation appeal, the County Board held a public hearing, reviewed and considered CICA's charter revocation appeal, SCOE's Analysis of the appeal, and arguments presented by CICA and the District. At the hearing, CICA and District representatives had equivalent time and procedures to present their positions regarding the appeal and respond to SCOE's Analysis;

WHEREAS, on May 19, 2026, following review of the appeal and the public hearing noted above, the County Board considered and deliberated upon CICA's charter revocation appeal;

NOW, THEREFORE, BE IT RESOLVED that having reviewed CICA's appeal, conducted a public hearing, and considered and deliberated upon the appeal, the County Board adopts SCOE's Analysis of the CICA charter revocation appeal and further finds that the findings made by the Twin Rivers Unified School District Board of Trustee's to revoke the California Innovative Career Academy are not supported by substantial evidence.

NOW, THEREFORE, BE IT FURTHER RESOLVED that having determined that the Twin Rivers Unified School District Board's findings are not supported by substantial evidence, the decision to revoke the charter of the California Innovative Career Academy is hereby reversed.

PASSED AND ADOPTED by the Sacramento County Board of Education at its regular Board meeting on the 19th day of May 2026 by the following vote:

AYES	4	Caigoy, Brown, Davis, Lefkovitz
NOES	3	Corona Sakenimno, Fong, Keefer
ABSENT	0	

ABSTAIN 0

RECUSAL 0

Mariana Corona Sabeniano, Board President

David W. Gordon, Board Secretary